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NO. 70726-4

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

**TSANG WONG LIM d/b/a TSANG
WONG LIM & ASSOCIATES**

Respondent,

vs.

GRACE YIM YEE SIOU

Appellant.

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2015 JUN 11 PM 3:06

REPLY BRIEF OF APPELLANT

**Grace Yim Yee Siou
Appellant Pro Se
16404 36th Ave SE, Bothell, Washington 98012**

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1. Lim's employer Northwestern Mutual Investment Services (NMIS) Home Office in Milwaukee, Wisconsin erroneously and completely unknown to Grace filed FINRA Form U5 on August 20, 2004 discontinued Grace's affiliation with Northwestern Mutual Investments Services (NMIS).
2. On January 12, 2009, Northwestern Mutual Investment Services (NMIS) filed another FINRA indicating Grace worked until December 30, 2008 was terminated on December 30, 2008 and she last worked at 720 Olive Way, the Northwestern Mutual Life Insurance Company Seattle downtown Office where Tsang Wong Lim worked.
3. FINRA Printout showed Grace's FINRA Series 6 Continue Education will be due three years after Grace's last completion of S106 on October 29, 2003, i.e., Grace FINRA registration will be good until next renewal in 2006.
4. Payroll calculation sheets for Tsang Wong Lim's commissions and wages paid to employee Grace.
5. Return of Service of Summon and Complaint Lim filed on August 08, 2012 for claimed service on March 24, 2012 at 9:43am.
6. Grace's employer Time Card Record and Explanation Note showed Grace was at work at time of on March 24, 2012 at 9:43am.
7. Tsang Wong Lim's Supplemental Answers to Co-Defendant's Interrogatories to Plaintiff signed by Lim on April 15, 2013 and verified by her attorney Christopher Anderson on April 26, 2013.
8. Grace's sample payroll calculation worksheet indicating paid semi-monthly, not bi-weekly.

I. INTRODUCTION

A. Relief Requested.

Appellant Grace Siou (Grace) respectfully requests this appeal court to reverse the trial court order of default judgment due to incorrect amounts, to allow the case to proceed with merits, and reliefs as the Court may deem just and proper.

B. Purpose of This Reply Brief Is To Supplement.

This reply brief is intended solely to respond to Respondent Tsang Wong Lim's (Lim) contentions that require further discussion for proper determination of the issues raised on appeal. This brief does not respond to issues that appellant Grace believes were adequately discussed in the opening brief, and Grace intends no waiver of these issues by not expressly reiterating them herein. Only those points requiring additional comment will be raised to assist this court in resolving the pertinent issues.

C. Summary of Arguments.

In her opening brief, appellant Grace maintained that the trial court erred in granting Tsang Wong Lim as Amount Certain Default Judgment (Appellant's opening brief 10-20). Grace argued that:

- 1) Tsang Wong Lim has no cause of action to recover shared commissions
Lim questionably and improperly shared and paid to Grace as wages. Justice supports protection for the buyer of securities, not an employer who suffered no damage.
- 2) Tsang Wong Lim lacks standing for recovery of wages she paid.

- 3) Tsang Wong Lim's allegation of receipt of unlicensed commissions is barred by the Statute of Limitations since it is eight (8) years late.
- 4) Grace's alleged violations of Discovery Rules and Orders do not merit the sanction of default and default judgment as Lim's ability to prepare for trial was not prejudiced.
- 5) The amount of damages, \$68,504.23, claimed by Tsang Wong Lim and granted in the Default Judgment is not correct and is inequitable; the correct amount of "shared commission paid as wages pertaining to FINRA Series 6 license expiration" should only be \$1,647.29 instead.
- 6) Grace did not intentional misrepresent to Lim but Trial Court erred in not recognizing false facts and unsubstantiated facts.

In her Response Brief, Tsang Wong Lim did not directly address the Statue of Limitations argument raised by Grace and why Lim waited exactly three years after she suddenly discovered Grace's licensing status in 2009 to file the lawsuit in 2012. It is questionable why Lim's partner Rolf Christiansen did not join lawsuit of such a big amount at stake. Lim is a sophisticated and an experienced insurance agent, served as an investment advisor for 20 years. Lim has been Grace's license sponsoring employer since Grace was first hired in 1998, Lim knew or should have known Grace licenses status eight (8) years before the lawsuit was filed in 2012. Lim is not a party the statutes are designed to protect – the buyers not the employer Lim who did something improper. No buyers seek any damages. Default Judgment for an amount

certain against Grace cannot be established under a cause of action that is not recognized in Washington State.

Lim's arguments in her Brief of Respondent are invalid because they are all based on false presumptions on intentional misrepresented license in which Lim was the license's sponsor. Lim was fully aware of this.

II. ARGUMENT

A. The Trial Court Erred in Not Recognizing This Case Has No Cause of Action and Lim Lacks Standing.

- 1. Grace was an administrative assistant performed clerical duties for life insurance agents Tsang Wong Lim and Rolf Christiansen that her job duties required no FINRA Series 6, no FINRA Series 63, and no Washington State life and disability licenses.**

In her civil complaint and also in her Brief of Respondent, Lim admitted that: "Ms. Siou's primary responsibilities of employment were administrative work, filling out insurance application forms, communicating with underwriter and clients regarding medical underwriting." (CP 4 para. 3.1 and Br. of Resp. page 6). Now Lim alleged Grace violated RCW 48.17.490(2). "A person shall not accept a commission, service fee, or other valuable consideration for selling, soliciting, or negotiating insurance in this state if that person is required to be licensed..." (Br. of Resp. page 35). Lim argued that only licensed person performing duties listed under RCW48.17.490 (2) selling, soliciting, or negotiating insurance in Washington can receive commission. However, Grace did not perform any duties listed in the statute of selling, soliciting, or negotiating insurance in Washington, and Lim was not able to provide any

evidence to prove Grace performed anything else other than the clerical duties. Lim never disputed the facts Grace was only performed clerical and administrative duties. Grace's job duties do not involve in the sales and solicitation of insurance and investment products.

2. Washington does not recognize a cause of action for employer to recover commissions from someone who was not licensed to receive that commission, after the work has performed as promised and commission has been paid.

There is no doubt that Lim should not have shared commissions with Grace if Grace was not properly registered with FINRA. But, by the same token, Lim should not be entitled to keep commissions that were paid to her for work done by Grace. This is not a cause of action for indemnity for Grace's obligation to repay commissions; it is Lim's attempt to recapture commissions that were improperly paid, and keep them. Washington does not recognize a cause of action to recover commissions from someone who was not licensed to receive that commission, after the commission has been paid. *See, eg. Main v.*

Taggares, 8 Wn.App. 6 (1972). there, the court refused to permit recovery of a commission on a real estate sale that had been paid to an unlicensed broker.

There is no relevant legal distinction between license requirements as a prerequisite to earning a commission on the sale of real estate versus other investment products. FINRA is not in the business of protecting its licensees from each other and ensuring that a licensee that shares a commission suffers no harm if the other's license expired; the SEC, through FINRA, is charged

with protecting *investors - not employer who suffered no damages*. Lim should not be improperly enriched.

Lim was wrong in her arguments in her Brief of Respondent page 34-35, the *Main v. Taggares* and she argued the two cases are different. In *Main v. Taggares*, the Respondent knew the real estate agent was unlicensed.

In this case, Grace insists Lim also knew and should have known Grace's license status in 2004 because she was the sponsoring employer for Grace's FINRA Series 6 Continue Education S106 on October 29, 2003 that Lim also registers in the same FINRA Series 6. In this situation, both the Respondent in *Main v. Taggares* and Lim here knew about the unlicensed status, so the two cases are very similar. Lim further argue that *Main v. Taggares* are not comparable because in the *Main v. Taggares*, the unlicensed broker performed as promised but in this case that Lim argued that Grace did not perform as promised is baseless. In contrary to Lim's misstatements in her Brief of Respondent page 34-35, Lim provide no evidence to support her contentions that Grace did not perform as promised. Grace was faithfully working for Lim not only for her insurance and investment businesses, but also Lim's loan mortgage and real estate business (without pay, Grace did not receive pays from Lim for her outside businesses) that Lim secretly sell to her existing insurance clients behind Northwestern Mutual and FINRA. It is a violation of company and FINRA rules due to conflict of interest. Grace has always been a faithfully and hardworking Lim never denied that fact.

3. Tsang Wong Lim File this Case in Retaliation of Wages Claim Case.

Grace served her former employer Tsang Wong Lim Back Pay Wages Complaint in January 2012 in Renton Small Claim Court, Washington case Number # 114-04170. The Small Claim Court dismissed the case without prejudice due to its complexity. CP 4. Lim hired former King County deputy prosecutor, Christopher Anderson, as her attorney to file the civil complaint in February of 2012 and an amended complaint in March of 2012. (AOB page 6-7). Lim filed this baseless case is in retaliation of Grace's wage claim. Even now, Lim cannot deny the fact that she still owed Grace unpaid earned wages for the work Grace performed six years ago in 2008.

4. Tsang Wong Lim lacks evidence to support her claims of "fraud and intentional misrepresentation" in this case.

Washington has identified 9 almost identical elements of the cause of action for fraud. As the court in *Pedersen v. Bibioff*, 64 Wn. App. 710, 828 P.2d 1113 (1992) wrote at page 723, "To sustain a finding of common law fraud, the trial court in most cases must make findings of fact as to each of the nine elements of fraud. *Howell v. Kraft*, 10 ash. App. 266, 517 P.2d 203 (1973). Those elements generally are: (1) a representation of an existing fact, (2) its materiality, (3) its falsity, (4) the speaker's knowledge of its falsity or ignorance of its truth, (5) his intent that it should be acted on by the person to whom it is made, (6) ignorance of its falsity on the part of the person to whom it is made, (7) the latter's reliance on the truth of the representation, (8) his right to rely upon it, and (9) his consequent damage. See *Turner v. Enders*, 15 Wash .App. 875, 878, 552 P.2d 694 (1976)."

In this case, Tsang Wong Lim provided no evidence Grace has committed any “fraud and intentional misrepresentation” about her licenses. Instead, on August 20, 2004, the Home Office of Northwestern Mutual Investment Services in Milwaukee, Wisconsin, (Tsang Wong Lim’s employer at the time) erroneously filed FINRA Form U5 discontinued Grace’s association with NMIS (unknown to Grace). CP 155 page 23-26.

5. A judgment by default, even when imposed as a sanction for violation of discovery orders, is not conclusions of law or the amount of damages.

The remedy of default as a sanction is not a free license for Lim to recover on a cause of action not recognized by Washington Courts. A default judgment constitutes an admission of all factual allegations necessary to establish Lim’s claim for relief. *In re Indus. Diamonds Antitrust Litig.*, 119 F.Supp.2d 418, 420 (S.D.N.Y.2000). The default does not, however, admit any conclusions of law contained within the complaint, or the amount of damages. *In re Indus. Diamonds Antitrust Litig.*, 119 F.Supp.2d at 420. *Smith v. Behr Process Corp.*, 113 Wn. App. 306, 333, 54 P.3d 665 (2002). Thus, a default in this case constituted an admission of the factual allegations against Grace, but if those facts do not support a legal remedy and not are substantiated with clear, convincing, cognizant and satisfactory evidence, the Court must not enter final judgment against Grace. This notion comports with the purpose of awarding a default judgment as a sanction in the first place – to ensure that a plaintiff is not prejudiced in its preparation for trial on the merits. If the admitted facts do

not establish a legal right to relief, Lim had no right to a judgment at all, and the Court should not permit it. Since Lim has no standing to assert a claim against Grace for reimbursement of commissions because she is not a party the statutes are designed to protect. Default Judgment for an amount certain against Grace cannot be established under a cause of action that is not recognized in Washington State.

B. The Trial Court Award Tsang Wong Lim of Incorrect Amount Constituted an Abuse of Discretion.

1. Even If Court Were to Award the Amount Disputed It Required Separate Hearings.

The court erred in entering default judgment solely based on Lim's false affidavit CP 150 rather than conducting a separate hearing pursuant to CR 55 when the amount uncertain. Sum was unsubstantiated the court should have required further hearings to determine the amount. Pursuant to CR55 of Superior Court,

"2) When Amount Uncertain. If, in order to enable the court to enter judgment or to carry it into effect, it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any other matter, the court may conduct such hearings as are deemed necessary or, when required by statute, shall have such matters resolved by a jury. Findings of fact and conclusions of law are required under this subsection." WA R SUPER CT CIV CR 55.

2. The Trial Court Erred in Using Incorrect Amount As Only a Small Portion Related to License Expiration Event Lim Claimed. Amounts

Required What Wages Pertaining to What Licensing Requirements and Exact License Expiration Date.

The default judgment amount \$68,504.23 improperly included all insurance and investment bonus wages Grace earned from September 2004 to December 2008. Even if awarded it should have only included bonus wages portions that arguably required FINRA Series 6 license CP 162, page 16-18 and Appendix 4. Even if the court in its discretion grants damages, the correct portion of paid wages for this is \$1,647.29.

In determining the amount of damages, Lim is completely wrong and contradicting herself about Grace's licensing statuses. In her Brief of Respondent filed with this court on May 11, 2015, Lim stated:

“Tsang Wong Lim discovered March 24, 2009 that Grace Siou did not have Series 6 and Series 63 registration and the license for the life and disability insurance since 2004.” (Br. of Resp. page 10)

Lim never substantiated how she discovered it. However, in responding to the court compelled Supplemental Answers to Co-Defendant's Interrogatories, CP 143 page 4-23 Lim signed on April 15, 2013, verified by her counsel Christopher Anderson on April 26, 2013, Appendix 7, Lim stated:

“...document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance...” CP 143 (page 10-11 and Appendix 7 page 7-8)

“...proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 and was also not renewed...” CP 143 (page 8 page and 10-11 and Appendix 7 page7-8)

Based on Lim's Answers, Lim was *fully aware* of and acknowledged the fact about Grace's licensing status. The only event happened in August 2004 was when Lim's employer Northwestern Mutual Investment (NMIS) erroneously and completely unknown to Grace filed FINRA Form U5 discontinued affiliation with NMIS on August 20, 2004. CP 155 page 23-26 and Appendix 1. Although NMIS's erroneous filing FINRA Form U5 discontinued Grace's affiliation with NMIS in 2004, based on what Lim stated in her declaration to support the entry of judgment she declared: "Ms. Siou was licensed from January 2004-August 2004 as series 6 ad 63 accordingly \$409.37 has been subtracted from the total commission earned during those months for her series 6 and 63 licensing..." CP 150 paragraph 4.

From Lim's own words, it is *obvious* Lim is only referring to the seeking of reimbursement of the bonus wages that she paid to Grace that arguably required FINRA Series 6 and Series 63 from September 2004 through December 2008, not anything about the insurance that was the major portion of Lim's income. CP 162 page 16-18 and Appendix 4. Lim herself only needs FINRA Series 6 and 63 to sell mutual funds security products, not insurance products. Even though Lim was wrong in putting Grace's FINRA Series 63 in her civil complaint and Brief of Respondent, Lim only need series 63 to sell investment products to her clients; she does not need it to sell insurance products herself. So, the issue here is only referring to Grace's FINRA Series 6 registration. As Lim admitted in discovery, she sponsored and paid for

Grace's FINRA Series 6 Continue Education S106 on October 29, 2003 CP 155, Page 18. Grace passed and satisfied the renewal requirements for her Series 6 which will be good and valid for three years until 2006 for next renewal. Please see insert from CP 155.

Previous CE Requirement Status					
Requirement Type	Status	Previous Window	Session	Status Date	Result
Anniversary	REQUIRED	07/16/2000-11/12/2000	106	07/16/2000	07/16/2000 -
Anniversary		07/16/2000-11/12/2000	106	08/24/2000	08/24/2000 - INCA
Anniversary	SATISFIED	07/16/2000-11/12/2000	106	10/18/2000	10/18/2000 - CMP
Anniversary	SATISFIED	07/16/2003-11/12/2003	106	10/29/2003	10/29/2003 - CMP
Anniversary	REQUIRED	07/16/2003-11/12/2003	106	07/16/2003	07/16/2003 -
Anniversary	REQUIRED	07/16/2006-11/12/2006	106	07/17/2006	07/17/2006 -

Lim claimed Grace's FINRA "Series 6 AND 63 expired in August 2004 and was not renewed", she is wrong. Even though NMIS's erred in filing FINRA Form U5 on August 20, 2004, Grace continued to work for Lim and performed exactly the same clerical duties delegated by Lim and Christiansen with same pay arrangement. In NMIS final filing on behalf with Grace's affiliation with NMIS on January 12, 2009, NMIS confirmed that Grace was terminated on December 30, 2008 (Appendix 2) and she last worked at the Northwestern Mutual Investment Services, LLC located at 720 Olive Way, where Tsang Wong Lim's Office is located. CP 155 page 17.

Office of Employment History

From 08/1997 To 12/2008

Name NORTHWESTERN MUTUAL INVESTMENT SERVICES, LLC(2881)

Independent Contractor

Office of Employment Address

<u>CRD Branch#</u>	<u>NYSE Branch Code#</u>	<u>Firm Billing Code</u>	<u>Registered Location?</u>	<u>Private Residence?</u>	<u>Address Start Date</u>	<u>Address End Date</u>	<u>Type of Office</u>
		NMIS	No	No	08/28/1997	12/30/2008	
Address 720 OLIVE WAY, STE 1900 SEATTLE, WA 98101 USA							

Lim is wrong again to assert Grace's Series 6 was expired in 2004. According to FINRA Rules and Regulations No 1031 provides below, it would be expired in 2006 two years after the NMIS erroneous Form U5 filing on August 20, 2004.

http://finra.complinet.com/en/display/display_main.html?rbid=2403&element_id=3584

1031. Registration Requirements

(c) Requirement for Examination on Lapse of Registration

Any person whose registration has been revoked pursuant to Rule 8310 or whose most recent registration as a representative or principal has been terminated for a period of two (2) or more years immediately preceding the date of receipt by the Association of a new application shall be required to pass a Qualification Examination for Representatives appropriate to the category of registration as specified in Rule 1032.

Only commission linked to the commission wages that even arguably required a FINRA Series 6 registration totally only \$1,647.29, CP 162, page 16-18 Appendix 4 while the default judgment amount granted is \$68,505.23. The Default Judgment amount was inequitable and unjust. The Trial Court erred in

award even though Lim never provided any proof of exact date of licenses expiration.

C. The Trial Court Erred in Not Consider Statute of Limitations.

1. Lim Filed lawsuit Eight (8) Years Late and her Claim Should Be Barred by Statute of Limitations.

Lim's Brief of Respondent did not directly to address Grace's argument of Statute of Limitations issues raised Grace's opening brief because the Statute of Limitations should bar Lim's claim.

Statute of limitations for a damage action based on fraud commences when the aggrieved party discovers, or should have discovered, the fact of fraud and sustains some damage as a consequence. West's RCW 4.16.080(4). Similarly, Statute of Limitations for civil liability based on the security sales has a 3 year limit. This cause of action accrued when Lim knew, or should have known, that Grace's registration with FINRA that would have permitted commission sharing expired. Because Lim had a regulatory duty not to share commissions with an unregistered person, she had a regulatory duty *to* know the registration status of her own employee which she was required to file annual compliance report and did so every year. Lim claimed she suddenly discovered on March 24, 2009 Grace's FINRA registration expired in 2004, well more than three years prior to this suit being filed in 2012. Information from FINRA and Northwestern Mutual (through which both Lim and Grace were registered)

would indicate that Lim had *actual* knowledge of Grace's registration status many years before 2009.

This action was filed in March of 2012 in retaliation of Grace's wage claim case Washington case Number # 114-04170 in Renton Small Claim Court that Grace served Lim the Complaint in January 2012, CP 4. It is hard to believe that Lim only discovered on March 24, 2009, almost exactly 3 years prior to the filing of this action and waited 3 years to do so. Lim stopped sponsoring Grace's FINRA registration since 2006. For such big amounts as Lim claims why she waited 3 more years? Also why Lim's partner Christiansen never joined this case?

2. Lim's education, licensing background, professional knowledge, and sponsorship should have allowed her to know earlier than 2009.

Lim admitted she has been licensed to sell insurance and investment production since 1994 and has sophisticated knowledge of financial affairs. In her Supplemental Answers to Co-Defendant Interrogatories to Plaintiff on April 15, 2013, Lim stated:

"...received Master in Business in Administration. I have a license to sell life and disability products in Washington and other states. I also have series 6 and 63, series 7, and series 65 that allows me to sell security products. I started in the insurance and investment industry in 1994 and possess adequate knowledge...." CP 143 page 6 and Appendix 7 page 3. Lim has extensive knowledge about the industry and financial affairs. It is difficult to believe Lim does not know about her employee's licensing status.

3. Lim she has been Grace's license sponsoring agent since Grace was first hired in 1998.

Lim admitted she paid for Grace's FINRA Series 6 Continue Education S106 fees on October 29, 2003 because FINRA registration required sponsorship. According to FINRA records, Grace completed and satisfied S106 (which is the FINRA Series 6 Continue Education requirement) through Lim's sponsorship on October, 29 2003. CP 155 page 18. Lim also admitted she allowed Grace to take time off from normal working hours on the office to take the Continue Education offsite since 1998. Lim filed lawsuit eight (8) years late when Lim clearly knew about Grace licensing status in 2004. Lim and Grace renewed Series 6 license and Lim was sponsoring employer in 2003. Lim failed to explain why she waited for exactly 3 years before she filed this lawsuit if she really discovered Grace's licensing status on March 24, 2009 when she stopped sponsoring Grace Series 6 renewal due in 2006 that both Lim and Grace both licensed with FINRA Series 6.

D. The Trial Court Erred in Granting Default Order and Failed to Consider Lim Was Not Prejudiced for Trial Because Discovery Information Seek Already Freely Available and Also Under Lim's Personal Knowledge.

1. Lim is not prejudiced in its preparation for trial on the merits.

In light of the fact that Lim was only seeking recovery on the paid shared commissions as Lim claimed Grace lacked required license, and the information for that claim was freely available from other sources, (AOB page

16), Grace's discovery violations did not irreparably harm Lim's preparations for trial.

"If a trial court imposes one of the harsher remedies under rule relating to discovery sanctions, then the record must clearly show (1) one party willfully or deliberately violated the discovery rules and orders, (2) the opposing party was substantially prejudiced in its ability to prepare for trial, and (3) the trial court explicitly considered whether a lesser sanction would have sufficed. CR 37(b). *Magana v. Hyundai Motor Am.*, 167 Wash. 2d 570, 220 P.3d 191 (2009)."

Grace further confirmed these arguments at Lim's Response Brief with lengthy citations for the discovery page 24-31, RB. Lim cited the "prejudice", not any consequence of discovery relating to this civil action – Grace's alleged "intentional misrepresentation" of licensing status. Therefore, the trial court erred in granting Lim default judgment when Lim's preparation for trial is not prejudiced. Furthermore, if Lim's remaining causes of action are not recognized by Washington Laws or are barred by the Statute of Limitations, there is no prejudice to preparation for trial. The ultimate sanction of entry of default judgment as requested by Tsang Wong Lim is not warranted.

2. Lim's Discovery was Intended as Harassment.

This case is really about Lim harasses Grace for the criminal matter for which Grace already paid significant restitution to Lim in full. With Lim's attorney Christopher Anderson's extensive involvements in the legal matters between Lim and Grace, Mr. Anderson is likely knows more about the facts of the case with privileged information he obtained as a result of his involvement with the case as King County prosecutor

than even the parties themselves. CP 155. An injustice is being perpetuated on Grace in respect of the repeated demands for discovery updates and ongoing sanctions relating to discovery. CP 55. Lim's Attorney Christopher Anderson's filed unnecessary motions that appear simply to generate attorney fees and have Grace to pay for those fees.

3. Contrary to Lim's aggressive demand for updates of her interrogatories to Grace, Lim completely ignored and made no attempt to answer Grace's Interrogatories that Grace served in Lim on November 13, 2012.

The purpose of discovery is to provide a mechanism for making relevant information available to the litigant. "Mutual knowledge of all relevant facts gathered by both parties is essential to proper litigation." *Hickman v. Taylor*, 329 U.S. 495, 91 L Ed. 451, 67 S. Ct. 385 (1947). Contrary to Lim's repeated demand for updates of her own interrogatories, she completely ignored and made no attempt to answer Grace's interrogatories that Grace served Lim on November 13, 2012, CP 24. Lim's Answers to Co-defendant's Interrogatories were also incomplete and evasive. It needed motion to compel by court intervene to force Lim to provide Supplemental Answers, CP143, page 4-23.

E. The Trial Court Erred in Accepting Lim's Statements without Supporting Evidence and Substantiation.

1. Tsang Wong Lim lacks supporting evidence

Essential elements for the case that Lim claimed as "facts" "in her "Statement of the case" in her Brief of Respondent were either not supported by evidence or contradicted to her sworn statements or evidence. Lim used her false allegations and false presumptions and misrepresented them as the "facts" of the case. She totally

failed to provide clear, convincing, cognizant and satisfactory to support her allegations in the case.

In her civil complaint and also in her Brief of Respondent, Lim provided no evidence to support her misstatements for the case. Contrary to Lim's false statements, she completely failed to provide any evidence to support allegations any paid wages was *conditioned* upon Grace being licensed for life and disability insurance. Lim never disputed facts that Grace only performed clerical duties. There is no licensing prerequisite for Grace to earn her wages as an administrative assistant performing clerical duties. Lim misrepresented "The payment of bonus was *conditioned* upon Ms. Siou being licensed for life and disability insurance in the State of Washington and having series 6 and 63 registration." (Br. of Resp. page 6) Lim was wrong. Grace's compensations of bonus were not *conditioned* of Grace being assistant performing clerical duties. Lim was not able to provide evidence to support her statement. "Ms. Siou was terminated in December 2008 for poor performance..." (Br. of Resp., page 6) Lim again failed to provide any evidence to support her claim.

"Ms. Siou misrepresented to TWLA that she was licensed for life and disability insurance in the State of Washington and that she had Series 6 and 63 registration." (Br. of Resp. page 6)

Contrary to Lim's false statements, she completely failed to provide any evidence to support allegations Grace's compensations of bonus was *conditioned* of Grace being an assistant performing clerical duties. Lim never disputed that facts Grace only performed clerical duties. There is no prerequisite for Grace to earn her wages as an administrative assistant performing clerical duties. Lim again failed to provide any evidence to support her claim that Grace was performed poorly during Grace's entire 10 years employment.

Lim further stated: “Ms. Siou misrepresented to TWLA that she was licensed for life and disability insurance in the State of Washington and that she had Series 6 and 63 registration.” (Br. of Resp. page 6).

Contrary to Lim’s false statement, she completely failed to provide any evidence to support her misstatement. Lim further failed to provide any evidence exactly how and what Grace did and in August 2004 to be “intentional misrepresented” about her FINRA licensing status.

2. Lim’s misstatements contradicted her sworn statements and actual facts on record.

In the civil complaint and also her Brief of Respondent, Lim stated “Grace Siou was employed by TWLA from October 1998 to December 16, 2008.” CP 4 and (Br. of Resp. page 8). From Lim’s own sworn statements made to the police on March 12, 2009, Lim told the police that Grace was terminated on December 30, 2008. CP 143A, Declaration of Grace Siou , page 1. Lim misrepresented herself afterward because she tried to avoid paying Grace for the second half of December 2008 wages for the hours Grace actually worked and performed as promised. Also, according to Northwestern Mutual Investment Services (NMIS) FINRA final filing on behalf of Grace on January 12, 2009, Lim informed FINRA that Grace was terminated on December 30, 2008 and working at the same office as Lim located at 720 Olive Way in downtown Seattle. CP 155, page 10.

Office of Employment History

From 08/1997 To 12/2008

Name NORTHWESTERN MUTUAL INVESTMENT SERVICES, LLC(2881)

Independent Contractor

Office of Employment Address

CRD Branch#	NYSE Branch Code#	Firm Billing Code	Registered Location?	Private Residence?	Address Start Date	Address End Date	Type of Office
		NMIS	No	No	08/28/1997	12/30/2008	
Address 720 OLIVE WAY, STE 1900 SEATTLE, WA 98101 USA							

F. The Trial Court Erred in Considering Lim’s Misrepresented Facts, Lim’s Incorrect Statements and Lim Statements without Supporting Evidence.

1. Lim’s statements were false and contradictory

Lim provided false and contradictory statements about Grace’s licensing status in her Brief of Respondent filed with this court on May 11, 2015 and vs. court compelled Supplemental Answers to Interrogatories on April 15, 2013. Lim stated that Grace did not have ALL her licenses since 2004.

“Tsang Wong Lim discovered March 24, 2009 that Grace Siou did not have Series 6 and Series 63 registration and the license for the life and disability insurance since 2004.” (Br. of Resp. page 10)

Lim was wrong. Grace did not have FINRA Series 63 and Washington State life and disability licenses since the very first day Grace was hired by Lim in 1998, not since 2004. Grace does not need those licenses to perform clerical duties. According to FINRA, Grace Series 6 was valid until 2006, 3 years after the October 29, 2003 Series 6 S106 Continue Education renewal. Also, in her court compelled Answers to Supplemental Answers to Interrogatories two years ago on April 15, 2013, Lim stated that:

“...documentation from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance” Supplemental Answer to Co-Defendant’s Interrogatories to Plaintiff, CP 143 page 7-8.

It is very obvious Lim *knew* about Grace’s Washington State life and disability licenses status two years ago in her interrogatories answers that she provided on April 15, 2013, Grace “never licensed in Washington State to sell, procure or solicit insurance” because she does not sell, procure, or solicit insurance. She does administrative and clerical duties only delegated by Lim. However, even in her Brief of Respondent filed with this court on May 11, 2015, Lim continued to misrepresent herself that “Grace Siou did not have Series 6 and Series 63 registration and the license for the life and disability insurance since 2004” Br. of Resp. page 10.

Moreover, Lim also stated “Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 and was also not renewed...” CP 143 page 10-11. Lim is wrong again. As explained earlier, the only event happened in 2004 was Lim’s employer Northwestern Mutual Investment Services (NMIS) Home Office in Milwaukee, Wisconsin erroneously and completely unknown to Grace filed FINRA Form U5 to discontinue Grace’s affiliation FINRA’s member firm NMIS, Appendix 1. Grace FINRA Series 6 was renewed through Lim’s sponsorship on October 29, 2003. FINRA records showed that Grace satisfied and completed the Series 6 Continue Education (CE) S106 on October 29, 2003 through her employer Lim’s sponsorship. CP 155. Moreover, according to FINRA Rules and Regulation provides below, Grace’s next Series 6 Session 6 Continue Education requirement (CE) will be due three years after the October 29, 2003 renewal which is due in 2006, Appendix 3. Among the many of Lim’s false statements, here is another

one. In her Brief of Respondent, Lim stated “Ms. Siou was paid bi-weekly...” (Br. of Resp. page 8)

Lim was wrong again. Grace was paid twice a month, semi-monthly, 24 times a year. The payroll record/calculation sheets that Lim filed with court, CP 150, exhibit 4 and Appendix 8 for her Declaration in Support the default judgment speak of themselves that Lim’s statement was false. Furthermore, on June 14, 2013, in her Declaration of Tsang Wong Lim in Support of her Motion for Default Judgment against Defendant Grace Yim Yee Siou, Lim stated:

“Service of summons and complaint were served on defendant Grace Siou on March 24, 2012 9:43 am, signed by process server ...” CP 150 para. 3.

Lim misrepresented again. The Return of Service that Lim filed in court almost 5 months after on August 08, 2012, was false, CP 10. Time Card record provided by Grace’s employer evidenced that she was working at a grocery store at 9:43 am on March 24, 2012 Saturday morning; Grace was not even at the place where Lim claimed service happened. Please see attached time card record and Explanation notes. Appendix 5 and Appendix 6.

2. Tsang Wong Lim re-raised her waived or abandoned claims that she repeatedly and expressly not seeking damages for this case in her interrogatories.

In responding to Co-Defendant’s Supplemental Interrogatories on April 15, 2013 CP 143, page 4-23, Lim repeatedly and clearly expressed herself of her waiver of bank theft and fraud claims in this case because they had been litigated in the criminal court resulting in almost \$40,000 restitution awarded to her. However, in her Brief of Respondent, Lim kept on referring to the criminal action which is not the issue and focus this case CP 143, page 11, 13, and 15. In Lim’s own words, she stated:

“no damages are claimed as a result of this...”

“Damages as a result of this omission was paid after the filing of this lawsuit.” CP
143 page 13.

VI. CONCLUSION

For the foregoing reasons, Grace Siou respectfully requests that the Court of Appeals reverse the trial court’s Order of Default, Order of Default Judgment, and Denial of Motion for Reconsideration, and to allow the matter to proceed to trial on the merits and / or relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED this on 11th day of June, 2015.



Grace Yim Yee Siou, Pro Se Appellant
16404 36th Ave SE, Bothell, WA 98012

APPENDIX 1

FORM U5 UNIFORM TERMINATION NOTICE FOR SECURITIES INDUSTRY REGISTRATION

U5 - FULL 08/20/2004

Rev. Form U5 (06/2003)

Individual Name: LEE, YIMYEE (2601730)

Firm Name: NORTHWESTERN MUTUAL INVESTMENT SERVICES, LLC (2881)

NOTICE TO THE INDIVIDUAL WHO IS THE SUBJECT OF THIS FILING

Even if you are no longer registered you continue to be subject to the jurisdiction of regulators for at least two years after your registration is terminated and may have to provide information about your activities while associated with this firm. Therefore, you must forward any residential address changes for two years following your termination date or last Form U5 amendment to: CRD Address Changes, P.O. Box 9495, Gaithersburg, MD 20898-9495.

1. GENERAL INFORMATION

First Name: YIMYEE	Middle Name:	Last Name: LEE	Suffix:
Firm CRD #: 2881	Firm Name: NORTHWESTERN MUTUAL INVESTMENT SERVICES, LLC	CRD Branch #:	Firm NFA #:
Firm Billing Code:	Individual CRD #: 2601730	Individual SSN: ██████████	Individual NFA #:
Office of Employment Address Street 1: PACIFIC TOWER		Office of Employment Address Street 2: 1001 BISHOP ST. STE. 2600	
City: HONOLULU	State: Hawaii	Country:	Postal Code: 96813
Private Residence Check Box: If the Office of Employment address is a private residence, check this box. <input type="checkbox"/>			

2. CURRENT RESIDENTIAL ADDRESS

NOTICE TO THE FIRM

This is the last reported residential address. If this is not current, please enter the current residential address.

From	To	Street	City	State	Country	Postal Code
08/1995	PRESENT	111 N. BERETARIA STREET #408	HONOLULU	HI	United States	96817

3. FULL TERMINATION

Is this a **FULL TERMINATION**? Yes No

Note: A "Yes" response will terminate ALL registrations with all SROs and all jurisdictions.

Reason for Termination: Voluntary * Provide an explanation below

4. DATE OF TERMINATION

Date Terminated (MM/DD/YYYY): 08/19/2004

A complete date of termination is required for full or partial termination. This date represents the actual date that the termination of registration is effective.

6. AFFILIATED FIRM TERMINATION

No Information Filed

7. DISCLOSURE QUESTIONS

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IN SECTION 7 IS 'YES', COMPLETE DETAILS OF ALL EVENTS OR PROCEEDINGS ON APPROPRIATE DRP(S). IF THE INFORMATION IN SECTION 7 HAS ALREADY BEEN REPORTED ON FORM U4 OR FORM U5, DO NOT RESUBMIT DRPs FOR THESE ITEMS. REFER TO THE EXPLANATION OF TERMS SECTION OF FORM U5 INSTRUCTIONS FOR EXPLANATION OF ITALICIZED WORDS.

Investigation Disclosure

- | | YES | NO |
|--|-----------------------|----------------------------------|
| 7A. Currently is, or at termination was, the individual the subject of an <i>investigation</i> or <i>proceeding</i> by a domestic or foreign governmental body or <i>self-regulatory organization</i> with jurisdiction over <i>investment-related</i> businesses? (Note: Provide details of an <i>investigation</i> on an Investigation Disclosure Reporting Page and details regarding a <i>proceeding</i> on a Regulatory Action Disclosure Reporting Page.) | <input type="radio"/> | <input checked="" type="radio"/> |

Internal Review Disclosure

- | | YES | NO |
|--|-----------------------|----------------------------------|
| 7B. Currently is, or at termination was, the individual under internal review for fraud or wrongful taking of property, or violating <i>investment-related</i> statutes, regulations, rules or industry standards of conduct? | <input type="radio"/> | <input checked="" type="radio"/> |

Criminal Disclosure

- | | YES | NO |
|---|-----------------------|----------------------------------|
| 7C. While employed by or associated with your <i>firm</i> , or in connection with events that occurred while the individual was employed by or associated with your <i>firm</i> , was the individual: | | |
| 1. convicted of or did the individual plead guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any <i>felony</i> ? | <input type="radio"/> | <input checked="" type="radio"/> |
| 2. charged with any <i>felony</i> ? | <input type="radio"/> | <input checked="" type="radio"/> |
| 3. convicted of or did the individual plead guilty or nolo contendere ("no contest") in a domestic, foreign or military court to a <i>misdemeanor involving</i> : investments or an <i>investment-related</i> business, or any fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses? | <input type="radio"/> | <input checked="" type="radio"/> |
| 4. charged with a <i>misdemeanor</i> specified in 7(C)(3)? | <input type="radio"/> | <input checked="" type="radio"/> |

Regulatory Action Disclosure

- | | YES | NO |
|--|-----------------------|----------------------------------|
| 7D. While employed by or associated with your <i>firm</i> , or in connection with events that occurred while the individual was employed by or associated with your <i>firm</i> , was the individual involved in any <i>disciplinary action</i> by a domestic or foreign governmental body or <i>self-regulatory organization</i> (other than those designated as a " <i>minor rule violation</i> " under a | <input type="radio"/> | <input checked="" type="radio"/> |

plan approved by the U.S. Securities and Exchange Commission) with jurisdiction over the *investment-related* businesses?

Customer Complaint/Arbitration/Civil Litigation Disclosure

		YES	NO
7E.	1. In connection with events that occurred while the individual was employed by or associated with your <i>firm</i> , was the individual named as a respondent/defendant in an <i>investment-related</i> , consumer-initiated arbitration or civil litigation which alleged that the individual was <i>involved</i> in one or more <i>sales practice violations</i> and which:		
	(a) is still pending, or;	<input type="radio"/>	<input checked="" type="radio"/>
	(b) resulted in an arbitration award or civil judgment against the individual, regardless of amount, or;	<input type="radio"/>	<input checked="" type="radio"/>
	(c) was settled for an amount of \$10,000 or more.	<input type="radio"/>	<input checked="" type="radio"/>
	2. In connection with events that occurred while the individual was employed by or associated with your <i>firm</i> , was the individual the subject of an <i>investment-related</i> , consumer-initiated complaint, not otherwise reported under question 7(E)(1) above, which alleged that the individual was <i>involved</i> in one or more <i>sales practice violations</i> , and which complaint was settled for an amount of \$10,000 or more?	<input type="radio"/>	<input checked="" type="radio"/>
	3. In connection with events that occurred while the individual was employed or associated with your <i>firm</i> , was the individual the subject of an <i>investment-related</i> , consumer-initiated, written complaint, not otherwise reported under questions 7(E)(1) or 7(E)(2) above, which:		
	(a) would be reportable under question 14I(3)(a) on Form U4, if the individual were still employed by your <i>firm</i> , but which has not previously been reported on the individual's Form U4 by your <i>firm</i> ; or	<input type="radio"/>	<input checked="" type="radio"/>
	(b) would be reportable under question 14I(3)(b) on Form U4, if the individual were still employed by your <i>firm</i> , but which has not previously been reported on the individual's Form U4 by your <i>firm</i> .	<input type="radio"/>	<input checked="" type="radio"/>

Termination Disclosure

		YES	NO
7F.	Did the individual voluntarily <i>resign</i> from your firm, or was the individual discharged or permitted to <i>resign</i> from your firm, after allegations were made that accused the individual of:		
	1. violating <i>investment-related</i> statutes, regulations, rules or industry standards of conduct?	<input type="radio"/>	<input checked="" type="radio"/>
	2. fraud or the wrongful taking of property?	<input type="radio"/>	<input checked="" type="radio"/>
	3. failure to supervise in connection with <i>investment-related</i> statutes, regulations, rules or industry standards of conduct?	<input type="radio"/>	<input checked="" type="radio"/>

8. SIGNATURE

Please Read Carefully

All signatures required on this Form U5 filing must be made in this section.

A "Signature" includes a manual signature or an electronically transmitted equivalent. For purposes of an electronic form filing, a signature is effected by typing a name in the designated signature field. By typing a name in this field, the signatory acknowledges and represents that the entry constitutes in every way, use, or aspect, his or her legally binding signature.

8A. FIRM ACKNOWLEDGMENT

This section must be completed on all U5 form filings submitted by the *firm*.

8B. INDIVIDUAL ACKNOWLEDGMENT AND CONSENT

This section must be completed on amendment U5 form filings where the individual is submitting changes to Part II of the INTERNAL REVIEW DRP or changes to Section 2 (CURRENT RESIDENTIAL ADDRESS).

8A. FIRM ACKNOWLEDGMENT

I VERIFY THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN AND WITH THIS FORM.

Person to contact for further information
HEIDI SHENKENBERG

Telephone # of person to contact
414-665-1865

Signature of *Appropriate Signatory*
HEIDI SHENKENBERG

Date (MM/DD/YYYY)
08/20/2004

Type or Print Name of Appropriate Signatory _____

INVESTIGATION DRP

No Information Filed

INTERNAL REVIEW DRP

No Information Filed

CRIMINAL DRP

No Information Filed

TERMINATION DRP

No Information Filed

REGULATORY ACTION DRP

No Information Filed

CUSTOMER COMPLAINT/ARBITRATION/CIVIL LITIGATION DRP

No Information Filed

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APPENDIX 2

NRF - AMENDMENT

01/12/2009

NRF - GENERAL INFORMATION

First Name: YIMYEE **Middle Name:** **Last Name:** LEE **Suffix:**
Firm CRD#: 2881 **Firm Name:** NORTHWESTERN MUTUAL INVESTMENT SERVICES, LLC **Employment Date (MM/DD/YYYY):** 08/28/1997
Billing Code: NMIS **Applicant CRD#:** 2601730 **Applicant SSN:** ██████████
Employment Street Address 1: 720 OLIVE WAY **Employment Street Address 2:** STE 1900
City: SEATTLE **State:** Washington **Country:** USA **Postal Code:** 98101
Position in the firm: ASSOCIATED PERSON

NRF - PERSONAL INFORMATION

Firm CRD#: 2881 **Applicant SSN:** ██████████ **Applicant CRD#:** 2601730
First Name: YIMYEE **Middle Name:** **Last Name:** LEE
Suffix: **Date of Birth (MM/DD/YYYY):** ██████████
State/Province of Birth: Unknown **Country of Birth:** **Sex:** Male Female
Height (ft): 4 **Height (in):** 11 **Weight (lbs):** 103
Hair Color: Black **Eye Color:** Brown

NRF - OTHER NAMES

First Name	Middle Name	Last Name	Suffix
YIM	YEE	LEE	
GRACD		LEE	
GRACE		LEE	

NRF - TERMINATION

Terminate Non-registered Fingerprint relationship? **Date of Termination(MM/DD/YYYY):** 12/30/2008

APPENDIX 3

Content Outline for the S106 Regulatory Element

Introduction

The Securities Industry Continuing Education Program (CE Program), which is required by the rules of several self-regulatory organizations (SRO), is a two-part program composed of a Firm Element and a Regulatory Element. The Firm Element is developed and must be delivered by each firm on an annual basis. The Regulatory Element is developed by industry committees representing a diverse range of broker-dealers, in conjunction with the Securities Industry/Regulatory Council on Continuing Education, industry regulatory agencies and SROs. The CE Program is intended to keep registered securities industry personnel current regarding rules and other issues important to performing their jobs appropriately.

The Regulatory Element

The Regulatory Element requires all registered persons to participate in a prescribed computer-based training session within 120 calendar days of their second registration anniversary date and every three years thereafter. The Regulatory Element is designed to cover significant subject matter that is broadly applicable to all registered persons.

The Regulatory Element focuses on compliance, regulatory, ethical and sales-practice standards. Its content is derived from rules and regulations, as well as standards and practices widely accepted within the industry. Although the specific requirements of certain rules may differ slightly among the various SROs, the program is based on standards and principles applicable to all. In certain instances, particular SRO requirements may be more restrictive than those represented in the Regulatory Element. Additionally, many broker-dealers may have policies and procedures that are more restrictive than industry regulations regarding the types of activities in which their registered employees may engage, the investment products they may represent, and/or specific approvals required for certain functions. Registered persons and their supervisors are responsible for ensuring that their activities are within the scope permitted by their employing broker-dealers and conducted in accordance with the rule requirements of all of the SROs and jurisdictions regulating them.

The S106 Regulatory Element Program is required for Series 6 registered persons. The content for the S106 is organized into four modules, as well as common topics that may be covered in any of the four modules. Topics identified in this outline are covered thoroughly in the modules, and some may be covered in more than one module. The content coverage of each of these modules and the common topics are outlined following this introduction. Unless otherwise specified, the topics are covered at basic levels of knowledge and understanding.

Please note that individuals may see a sample case and the orientation for the Regulatory Element by visiting www.finra.org/ce/training. The sample case and orientation is provided as a resource to those who would like to familiarize themselves with the program format and features. Those required to sit for the Regulatory Element in the near future are encouraged to review the sample case and orientation prior to sitting for their session.

Presentation of the Training

Participants in the S106 are able to choose the order in which to complete the four required modules. In each module of the S106, participants are led through a case that provides a story depicting situations that may be faced by registered persons in the course of their business. Each case contains significant educational content, including optional material called Resources and Glossary Rollovers. Participants must review the story content of each case but may choose whether or not to utilize the optional materials. Participants are encouraged to utilize all of the educational content provided in the S106, including the optional material, as it is designed to aid understanding and enhance the educational experience for the participant.

The format of the cases in the S106 Program is primarily text-based with some media treatments that provide important information, context and education related to the story.

Assessment, Proficiency and Timing

As part of each case, participants are presented a series of questions. These questions, which relate to the story and facts presented in the case, are designed to assess the participants' understanding of the materials presented. The participant must demonstrate his or her understanding of the subject matter by choosing the most appropriate response(s) to questions. If the individual does not demonstrate proficiency with the subject matter, additional content may be provided.

Participants must demonstrate proficiency in each of the four modules of the S106. Participants will be provided a maximum of two cases in each module to demonstrate proficiency. Participants who do not demonstrate proficiency in any one module will not be able to complete the Regulatory Element requirement within that session. In the event a module is not completed, participants may terminate the incomplete session or may continue to review the remaining material for the added educational benefit. In either event, participants will not be able to complete the Regulatory Element requirement in that session and must schedule another session in order to satisfy the requirement.

The S106 Program is designed to provide ample time to complete the required materials within the 3½ hour timeframe allotted. Failure to complete the Regulatory Element within 120 days of the prescribed anniversary date will result in a person's registration becoming inactive. This means that he or she may not engage in, or be compensated for, activities requiring a securities registration until he or she satisfies the requirements.

APPENDIX 4

Calculations for Tsang's commissions and wages paid to employee
based worksheets calculation

	Tsang's commission	Employee wages paid
Northwestern Mutual Investment Services (Baird/NMIS)		
September 1 - December 31, 2006	\$2,100.11	\$252.01
January 1 - December 31, 2007	\$7,547.24	\$905.67
January 1 - December 31, 2008	\$3,032.85	\$489.61
Total	\$12,680.20	\$1,647.29
All wages (deducted based pay)		
September 1 - December 31, 2006	\$39,245.80	\$3,522.60
January 1 - December 31, 2007	\$123,303.52	\$11,695.18
January 1 - December 31, 2008	\$86,536.17	\$7,903.26
Total	\$249,085.49	\$23,121.04

The following worksheets column names

B = Fixed base
 C = NML 1st yr (Agent received) D = Employee wage
 E = NML Renewal (Agent received) F = Employee wage
 G = Baird/NMIS (Agent) H = Employee wage
 I = Puget Sound (Agent) J = Employee wage
 K = Other Broker (Agent) L = Employee wage
 M = Other Inv/Annuity (Agent received) N = Employee wage
 O = Lifewise P = Other Bonuses & Allowances Q = Employee wage
 R = Total Gross Wages

Explanations

NML 1st yr Life Insurance product does not require Series 6 - See FINRA exhibit documents
 NML Renewal is insurance product too
 Baird/NMIS only require Series 6 for Tsang (agent) to sell
 Puget Sound is health insurance product does not require Series 6 - See FINRA exhibit documents
 Other Broker is life insurance and long term care from other brokers does not require Series 6
 Other Inv/Annuity does not require Series 6
 Lifewise is a medical insurance product does not require Series 6

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Year2006	Fixed ba	NML 1st	Employee	NML F	Employee	Baird/NM	Employee	Puget Sc	Employee	Other Br	Employee	Other Inv	Employee	Lifewise	Other I	Employ	Total Gros
1-Jan	375		0.00	1377	110.16	225.17	27.02	1253.5	106.55	1057.6	84.60		0.00	20.25			723.58
16-Jan	375	502	40.16	1377	110.16		0.00	810.84	68.92	359.76	28.78		0.00	138.61			761.63
1-Feb	375		0.00	1377	110.16	2405.21	288.63		0.00	1351.6	108.13		0.00				881.91
16-Feb	375		0.00	1377	110.16		0.00	1079.5	91.76	606.33	48.51		0.00	20.94			646.36
1-Mar	375		0.00	1377	110.16	137.85	16.54	11.92	1.01		0.00		0.00				502.72
16-Mar	375		0.00	1377	110.16		0.00	1147.2	97.51	456.87	36.55		0.00	18.18			637.40
1-Apr	375	237.96	237.96	1377	110.16	333.49	40.02	11.92	1.01	321.32	25.71	19000.00	2280.00				3069.86
16-Apr	375		0.00	1377	110.16	758.89	91.07	1102.9	93.75	268.42	21.47		0.00	20.47			711.92
1-May	375	1341	107.28	1377	110.16		0.00		0.00		0.00	9004.95	1080.59				1673.03
16-May	375		0.00	1377	110.16	566.11	67.93	1112	94.52	5350.8	428.06		0.00	21.24			1096.92
1-Jun	375	1173	93.84	1377	110.16		0.00		0.00	278.84	22.31	4750.00	570.00				1171.31
16-Jun	375	2622.51	209.80	1377	110.16		0.00	1345.6	114.38		0.00		0.00	22.91			832.25
1-Jul	375		0.00	1377	110.16		0.00		0.00	29678	2374.23	249.10	29.89	2.24			2891.52
16-Jul	375		0.00	1377	110.16		0.00	956.65	81.32		0.00		0.00	27.81			594.29
1-Aug	375		0.00	1377	110.16	1001.51	120.18		0.00		0.00	27400.67	3288.08				3893.42
16-Aug	375		0.00	1377	110.16		0.00		0.00	144.78	11.58		0.00	496.74			496.74
1-Sep	375	937.51	75.00	1377	110.16	338.15	40.58	976.75	83.02		0.00		0.00	26.68			710.44
16-Sep	375		0.00	1377	110.16		0.00	1090.5	92.69	334.31	26.74		0.00	26.16			630.75
1-Oct	375		0.00	1377	110.16	291.15	34.94		0.00	257.4	20.59		0.00	4.10			544.79
16-Oct	375		0.00	1377	110.16		0.00		0.00	59.5	4.76		0.00	21.55			511.47
1-Nov	375		0.00	1377	110.16	1041.01	124.92	504.64	42.89		0.00	3971.71	476.61	4.13			1133.71
16-Nov	375	7847.21	627.78	1377	110.16		0.00		0.00	31.11	2.49		0.00				1115.43
1-Dec	375	3.64	0.29	1377	110.16	429.8	51.58	1704.2	144.86	1931.4	154.52		0.00	30.55			866.95
16-Dec	375	5377.77	430.22	1377	110.16		0.00	1102	93.67		0.00		0.00				1009.05
Sep 1 to Dec 31	3000	14166.13	1133.29	11016	881.28	2100.11	252.01	5378.09	457.14	2613.76	209.10	3971.71	476.61	113.17	0.00	0.00	6522.60

Commissions for agent not employee 39246

All non-fixed wages paid by TWLA 3523

Wages for employee related to NMIS commissions 252.01

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Year2007	Fixed ba	NML 1st	Employee	NML F	Employee	Baird/NM	Employee	Puget Sc	Employee	Other Br	Employee	Other Im	Employee	Lifewise	Other	Employee	Total Gros
1-Jan	375		0.00	1253	100.24	337.83	40.54		0.00	297.54	23.80		0.00	28.72			568.30
16-Jan	375	35.21	2.82	1253	100.24	531.33	63.76	1074.6	91.34		0.00		0.00	13.84			647.00
1-Feb	375		0.00	1253	100.24		0.00		0.00	2245.5	179.64		0.00	4.02			658.90
16-Feb	375	35.4	2.83	1253	100.24	228.07	27.37	1820.2	154.71	726.34	58.11		0.00	34.48			752.74
1-Mar	375	3528.9	282.31	1253	100.24		0.00		0.00	5295.2	423.62		0.00	2.74			1183.91
16-Mar	375	15821.9	1265.75	1253	100.24		0.00	1204.3	102.37	943.66	75.49	273.77	32.85	28.18			1979.88
1-Apr	375	6885.59	550.85	1253	100.24		0.00		0.00	935.11	74.81		0.00				1100.90
16-Apr	425		0.00	1253	100.24		0.00	1353.6	115.06	455.79	36.46	3318.70	398.24	123.95			1198.95
1-May	425		0.00	1253	100.24	605.94	72.71		0.00		0.00		0.00	5.90			603.85
16-May	425	-289.75	-23.18	1253	100.24		0.00		0.00	416.57	33.33		0.00				535.39
1-Jun	425		0.00	1253	100.24	1611.39	193.37	1698.3	144.35		0.00		0.00	34.60			897.56
16-Jun	425		0.00	1253	100.24		0.00	1681.5	142.93		0.00		0.00	26.08			694.25
1-Jul	425		0.00	1253	100.24	944.51	113.34		0.00		0.00	4000.02	480.00	5.94			1124.52
16-Jul	425		0.00	1253	100.24	645.66	77.48	910	77.35		0.00	2450.00	294.00	16.20			990.27
1-Aug	425	299.5	23.96	1253	100.24		0.00		0.00	229.21	18.34	4597.85	551.74	26.54			1145.82
16-Aug	425		0.00	1253	100.24		0.00	1394.4	118.52	4404.1	352.32		0.00	25.38			1021.47
1-Sep	425	1042.28	83.38	1253	100.24	226.7	27.20		0.00	484.64	38.77		0.00	7.30			681.90
16-Sep	425	454.85	36.39	1253	100.24	326.29	39.15	2348.6	199.63		0.00		0.00	24.30			824.72
1-Oct	425		0.00	1253	100.24		0.00		0.00	471.8	37.74		0.00	7.30			570.28
16-Oct	425	-928.28	-74.26	1253	100.24		0.00		0.00	219.7	17.58		0.00				468.55
1-Nov	425		0.00	1253	100.24	1496.43	179.57	1205.5	102.47	211.15	16.89		0.00	33.75			857.92
16-Nov	425		0.00	1253	100.24	593.09	71.17	1030.4	87.58		0.00	2503.88	300.47	7.29			991.75
1-Dec	425		0.00	1253	100.24		0.00		0.00	631.1	50.49		0.00	25.38			601.11
16-Dec	425	270.44	270.44	7288	583.07		0.00	1660	141.10		0.00		0.00	25.64			1445.26
Sum each	9850	27156	2421.287	36107	2888.6	7547.24	905.67	17381.27	1477.41	17967.33	1437.39	17144.22	2057.31	507.53	0.00	0.00	21545.18

Commissions for agent not employee 123304
All non-fixed wages paid by TWLA 11695
Wages for employee related to NMIS commissions 905.67

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Year2008	Fixed ba	NML 1st	Employee	NML R	Employee	Baird/NV	Employee	Puget Sc	Employee	Other Br	Employee	Other Inv/	Employee	Lifewise	Other	Employee	Total Gross
1-Jan	425		0.00	1196	95.68	229.89	27.59		0.00		0.00		0.00				548.27
16-Jan	425		0.00	1196	95.68	229.77	27.57	1288		31.11	2.49		0.00				550.74
1-Feb	425		0.00	1196	95.68		0.00		0.00	598.5	47.88		0.00	38.19			606.75
16-Feb	425		0.00	1196	95.68		0.00		0.00	476.25	38.10		0.00				558.78
1-Mar	425		0.00	1196	95.68	191.7	23.00	1935.3	164.50		0.00	2100.00	252.00	38.19			998.37
16-Mar	425		0.00	1196	95.68		0.00	1544.3	131.26	1245.1	99.60		0.00	5.78			757.33
1-Apr	425	1445.13	115.61	1196	95.68	857.63	102.92		0.00	22365	1789.18		0.00	36.32			2564.71
16-Apr	425		0.00	1196	95.68		0.00		0.00	846.92	67.75	3500.00	420.00	59.01			1067.44
1-May	425		0.00	1196	95.68	304	36.48	2504.5	212.88		0.00		0.00	5.78			775.82
16-May	425		0.00	1196	95.68	283.48	34.02	2170.4	184.48	385.46	30.84		0.00	18.48			788.50
1-Jun	425		0.00	1196	95.68		0.00		0.00	631.1	50.49		0.00	5.78			576.95
16-Jun	425		0.00	1196	95.68	592.94	71.15	1989	169.06	6100.1	488.01		0.00				1248.90
1-Jul	425		0.00	1043	83.44		0.00		0.00	435.53	34.84		0.00	39.44			582.72
16-Jul	425	2392.11	191.37	1043	83.44		0.00	1590.1	135.16	31.11	2.49		0.00	43.00			880.46
1-Aug	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
16-Aug	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
1-Sep	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
16-Sep	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
1-Oct	850		0.00	1043	0.00	343.44	166.88	1692.7	143.88	257.4	20.59		0.00	42.29			1223.64
16-Oct	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
1-Nov	850		0.00	1043	166.88		0.00	1877	159.55	142.26	11.38	1875.00	225.00	45.21			1458.02
16-Nov	850		0.00	1043	166.88		0.00		0.00	2487.3	198.99		0.00				1215.87
1-Dec	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
16-Dec	0		0.00	0	0.00		0.00		0.00		0.00		0.00				0.00
Sum each	8500	3837.24	306.98	19,567	1648.8	3032.85	489.61	16591	1300.77	36033	2882.63	7475	897.00	377.47	0.00	0.00	16403.26

Commissions for agent not employee 86536
 All non-fixed wages paid by TWLA 7903
 Wages for employee related to NMIS commissions 489.61

APPENDIX 5

FILED

12 AUG 08 PM 4:09

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 12-2-06594-2 SEA

**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

In re:

**TSANG WONG LIM d/b/a TSANG WONG
LIM & ASSOCIATES**

Plaintiff,

**GRACE YIM YEE SIOU AND STEVIE
YANG HENG SIOU, husband and wife
and the marital community composed
thereof,**

Defendant.

No. 12-2-06594-2 SEA

RETURN OF SERVICE

I DECLARE:

1. I am over the age of 18 years, and am not a party to this action.
2. I served GRACE YIM YEE SIOU with the following documents:
Summons; 1ST Amended Complaint for Damages and Equitable Relief; Order Setting
Civil Case Schedule.

3. The date, time and place of service were:

DATE: MARCH 24, 2012 TIME: 9:43 AM

ADDRESS: 511 240th Avenue SE, Sammamish, WA 98074

4. Service was made pursuant to RCW 26.09.440(1)(a):

By delivery to the individual named in paragraph 2.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Auburn, WA on March 26, 2012.

A handwritten signature in black ink, appearing to read "Alexis Montgomery", written over a horizontal line.

Signature

ALEXIS. MONTGOMERY

FRInvestigations, PLLC.

Pierce County Process Server License#21237

253-804-0263

**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

In re:

**TSANG WONG LIM d/b/a TSANG WONG
LIM & ASSOCIATES**

Plaintiff,

**GRACE YIM YEE SIOU AND STEVIE
YANG HENG SIOU, husband and wife
and the marital community composed
thereof,**

Defendant.

No. 12-2-06594-2 SEA

RETURN OF SERVICE

I DECLARE:

1. I am over the age of 18 years, and am not a party to this action.
2. I served STEVIE YANG HENG SIOU with the following documents:
Summons; 1ST Amended Complaint for Damages and Equitable Relief; Order Setting
Civil Case Schedule.

3. The date, time and place of service were:

DATE: MARCH 24, 2012 TIME: 9:43 AM

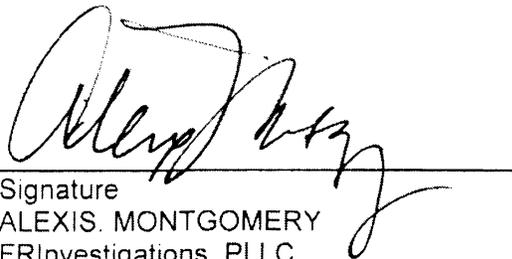
ADDRESS: 511 240th Avenue SE, Sammamish, WA 98074

4. Service was made pursuant to RCW 26.09.440(1)(a):

by delivery to the a person of age and discretion residing at the usual abode.: Grace
Siou.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing
is true and correct.

Signed at Auburn, WA on March 26, 2012.

A handwritten signature in black ink, appearing to read "Alexis Montgomery", is written over a horizontal line.

Signature
ALEXIS. MONTGOMERY
FRInvestigations, PLLC.
Pierce County Process Server License#21237
253-804-0263

APPENDIX 6

TIMECARD
Loaded: 9:31AM

Home & ID: Stou, Grace Y 7856
Time Period: 3/24/2012 - 3/24/2012 Range of Dates

Actions	Amount	Comments	Appropriate	Approval
Day	Pay Code	Amount	In	Out
Sat 3/24		8:34AM	12:40PM	1:03PM

Transfers	Out	Start	End	Pay Code	Amount
	3:05PM	8:00	8:00		8.00

Transfers	Out	Start	End	Pay Code	Amount
	12:40PM	12:40PM	1:03PM		8.00

TOTALS BY MONTHLY ACCRUALS AUDITS, REQUESTS, REQUESTS & APPROVALS

Amount	Pay Code	Amount	Weight
1201000000	All Regular	8.00	100.00
1201000000	Reg Day	8.00	100.00
1201000000	Total	8.00	100.00

Date	Start Time	End Time	Pay Code	Amount
Sat 3/24				

**Explanation Note of Time Card record for Grace Siou on
March 24, 2012 at 9:43am.**

From: Grace Siou

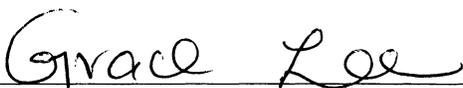
To Whom It May Concern:

March 24, 2012 Saturday morning at 9:43am I was at work when the server claimed she personally served me court documents for the Civil Case.

According to the time card records provided by my employer, on March 24, 2012,

1. I clocked IN and started working from 6:34 am.
2. I clocked OUT to start taking my LUNCH BREAK at 12:40pm.
3. I clocked IN again and started working after lunch at 1:03pm.
4. I clocked OUT again and finished my 8 hours shift at 3:05pm.

Respectfully Submitted,



Grace Siou

APPENDIX 7

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

TSANG WONG LIM d/b/a TSANG WONG
LIM & ASSOCIATES.

Plaintiff,

vs.

GRACE YIM YEE SIOU AND STEVIE
YANG HENG SIOU, husband and wife and
the marital community composed thereof.

Defendant.

Case No.: 12-2-06594-2 SEA

SUPPLEMENTAL ANSWER TO
DEFENDANT STEVIE SIOU'S
INTERROGATORIES TO PLAINTIFF

SUPPEMENTAL ANSWER TO DEFENDANT STEVIE SIOU'S
INTERROGATORIES TO PLAINTIFF

PRELIMINARY STATEMENT

These responses are made solely for the purpose, and in relation to this action. Each response is given subject to appropriate objections (including but not limited to objections concerning competency, relevancy, materiality, propriety, and admissibility) which would require the exclusion of any statement contained herein if the interrogatory were asked of or any statement contained herein were made by, a witness present and testifying in a court. All such objections and grounds therefore are reserved and may be interposed at the time of trial.

This responding party has not completed its investigation of the facts relating to this action, has not yet completed discovery in this action, and has not yet completed preparation for trial. The following answers are therefore given without prejudice to this party's right to allege and/or produce evidence of any subsequently discovered facts or circumstances.

All responses must be construed as given on the basis of recollection. Discovery is not yet complete and all responses are based solely upon such information presently available and specifically known to the defendant. It is anticipated that further discovery, investigation, and analysis will supply additional facts, add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may necessitate substantial additions, changes, or variations to the responses hereinafter set forth.

Except for facts explicitly admitted herein, no admission of any nature is to be implied or inferred. The fact that any interrogatory herein has been answered should not be taken as an admission or confession of the existence of any facts set forth or assumed by such special interrogatory or that such response constitutes evidence of any fact thus set forth or assumed. All responses must be construed as given on the basis of recollection.

These preliminary comments shall apply to each and every response given herein, and shall be incorporated by reference as though fully set forth in all of the responses appearing in the following pages.

GENERAL OBJECTIONS

The defendant makes the following general objections, which apply to all of the discovery requests as set forth immediately below. The assertion of the same, similar, or additional objections or the provisions of partial or full responses in the individual responses does not waive any of the defendant's general objections as set forth below:

1. The defendant objects to the interrogatories and request for production to the extent they seek information or documents not in possession, custody, or control of the defendant.
2. The defendant objects to the interrogatories and request for production to the extent they seek information not related to relevant time periods and on the grounds that they are overbroad, unduly burdensome, and seek information and documents which are neither relevant to the subject matter of this lawsuit, nor reasonably calculated to lead to discovery of admissible evidence.
3. The defendant objects to the interrogatories and request for production to the extent they seek information and/or documents subject to attorney client privilege, work product doctrine or any other privilege.
4. The defendant objects to the interrogatories and request for production to the extent they seek to impose requirements or obligations on the defendant in addition to or different from those imposed by the civil rules.

INTERROGATORIES

BACKGROUND - GENERAL

INTERROGATORY NO. 1:

ANSWER:

My full name is Tsang W. Lim, Tsang Wong Lim, and Tsang Wong. My spouse's name is Chek T. Lim. Our address is 15824 SE 59th Pl, Bellevue WA 98006. My DOB 6/19/1969. I was born in China.

I also had a P.O. Box address in Bellevue a few years ago. It was canceled in 2008 after I relocated to the Bellevue office. I do not remember the PO box number since I have not used it for 5 years. It is located in the UPS store close to my house.

INTERROGATORY NO. 2:

ANSWER:

I attended the Chinese University of Hong Kong, received Bachelor of Arts degree. I also attended City University in Seattle, received Master of Business Administration. I have a license to sell life and disability products in Washington and other states. I also have series 6 and 63, series 7 and series 65 that allows me to sell security products. I started in the insurance and investment industry in 1994 and possess adequate knowledge to make proper recommendation on insurance and investment products to my clients.

INTERROGATORY NO. 3:

ANSWER:

2004 to 2009, employee of Northwestern Mutual, 720 Olive Way, Seattle WA 98101, 2010-to Present, TNC Financial Solutions LLC, self employed in the same line of business, current address 11120 NE 2nd Street, Suite 205, Bellevue WA 98004.

INTERROGATORY NO. 4:

ANSWER:

I have been involved in three prior "legal issues."

As a plaintiff in a complaint for past due rent on commercial rental property King County Superior Court Case No.: 11-2-17596-1 SEA, which resulted in a default judgment for the plaintiff. And Superior Court Case No. 12-2-06594-2 SEA, which is the above captioned case against Grace Siou and Stevie Siou. Additionally, there was a criminal case involving theft and forgery Superior Court Case No. 10-1-00431-5 SEA of which Grace Siou pled guilty to multiple felony charges and garnishment proceedings were implemented against Grace Siou and her community property, under the criminal cause number.

INTERROGATORY NO. 5:

ANSWER:

Ms. Lim is married to Chek T. Lim. They were married 1/2/1992 in Washington. He lives at the same address as plaintiff, Ms. Lim. The company Chek Lim works for Globys.

INTERROGATORY NO. 6:

ANSWER: Interrogatory No. 6 served by defendant Stevie Siou is a paragraph with multiple questions, some of which are redundant. The questions in **bold** are the defendants, in attempt to answer completely the answers are separated and addressed separately.

Did I intentionally damage or cause harm to you? Yes, you transferred community property from Grace Siou to your separate property on the same day October 30, 2012 sanctions were ordered against Grace Siou for failing to comply with discovery orders in violation of RCW 19.40.041—Fraudulent Transfer. See quit claim deed signed by Stevie Siou and Grace Siou on October 30, 2012 provided with Stevie Siou's request for Production. You intentionally transferred Grace Siou's interest in the community to prevent any recovery for sanctions ordered and future recovery based on the damages claimed in this lawsuit.

Additionally, you damaged Ms. Lim by benefiting from the misrepresentations, conversion and fraud of Grace Siou because the acts alleged were committed for and the funds stolen used for the benefit of the community, of which you are a member.

Additionally, when payment was made by you and Grace Siou to pay for unpaid taxes that Grace Siou stole, you spoke with Aaron from Chase Bank trying to stop the bank from releasing the funds back to Tim Austin after Grace signed a false affidavit claiming the cashier's check is lost, and after making assurances that you would do what you could to repay the damages caused to Tsang Lim. You were also provided notice that there were stolen documents in your residence and you did not return them or make any effort to do so, those stolen documents were recovered from your residence months later when the Bellevue Police Department served a search warrant on your residence. Some of the stolen documents were found in your living room and bedroom. See Certification of Probable Cause provided with requests for production.

If you claim that I have damaged you or caused harm to you, please provide a separate statement for (a) each item of damage (b) citation to the statute, rule, regulation or case law authorizing recovery for the particular item of damage. Please (c) substantiate and provide evidence to support the basis for such allegation.
(a,b,c added for clarity)

Each claim from amended complaint is addressed below answering questions (a),(b) and (c) for each claim.

FIRST CAUSE OF ACTION FRAUD AND INTENTIONAL MISREPRESENTATION

- (i) Ms. Siou represented to Tsang Wong Lim that she was registered series 6 and 63 and was licensed to sell life and disability insurance in Washington State.

- (a) Item of damage is the commissions paid to Grace Siou itemized (bi-weekly payroll calculations sheets filled out by Grace Siou, already provided with Interrogatories March 7, 2013) the totals of -paid commission for each year from 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18, 108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see commission spreadsheet attached exhibit 1)
 - (b) I am seeking recovery for the loss incurred by acting wrongfully on the misrepresentation and paying Ms. Siou commissions she was not entitled to. I am not a lawyer therefore I do not know the case law, statutes, regulations that apply. I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the misrepresentation. I am not a lawyer therefore I do not know the case law, statutes, regulations that apply.
 - (c) Evidence will be testimony Tsang Wong Lim and Rolf Christensen as to the representations made by Grace Siou regarding her series 6 and 63 registration. Payroll calculation sheets showing commission amounts paid to Grace Siou. (already provided with interrogatories) Documentation from FINRA showing that her 6 and 63 registration expired in 2004 and was not renewed. Additional, evidence will be that Mr. and Ms. Siou filed their taxes jointly and the stolen funds were deposited into a joint bank account, therefore the community benefited from the funds.
- (ii) [Grace Siou] submitted to TWLA false payroll record/ calculation sheets;
- (a) Item of damage is the commissions paid and included on payroll sheets that Ms. Siou fraudulently put on her payroll calculation sheets because she was not licensed to receive them. The totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18, 108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached)
 - (b) I am seeking recovery of for the loss incurred by acting wrongfully on the misrepresentation and paying Ms. Siou commissions she was not entitled. I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the misrepresentation. I do not know the case law, statutes, regulations that apply.
 - (c) Evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to the misrepresentations made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories served March 5, 2013) Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and

therefore not entitled to receive commission pursuant RCW 48.17.490(2). Additional, evidence will be that Mr. and Ms. Siou filed their taxes jointly and the stolen funds were deposited into a joint bank account, therefore the community benefited from the funds.

iii. [Grace Siou] submitted false payroll records/ calculation sheet to Renton district court.

(a) Damages are not claimed for this misrepresentation.

(b) Not seeking compensatory damages for this misrepresentation.

(c) Evidence will be the fraudulent payroll calculation sheet submitted to Renton District Court claiming unpaid wages for the time that Ms. Siou did not work in December. Further evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to the misrepresentations made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories served March 5, 2013) and the days that she worked in December of 2008. Additional, testimony regarding her theft of taxes and third party deductions from her previous payroll. Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant RCW 48.17.490(2).

Defendants had actual knowledge of the falsity of the representations and intended for TWLA and Tsang Wong Lim to rely on the false representations.

(a) Item of damage is the totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18, 108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached) that Grace was paid that she was not -entitled and received due to her deception.

(b) I am seeking recovery of for the loss incurred by acting wrongfully on the misrepresentation and paying Ms. Siou commissions she was not entitled pursuant RCW 48.17.490(2). I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the misrepresentation. I do not know all the case law, statutes, regulations that apply as I am not an attorney.

(c) Evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to what misrepresentations were made by Grace Siou in her payroll

calculation sheets showing commission due to Grace Siou. (Provided with interrogatories served March 5, 2013) and what they believed as a result of these misrepresentations. Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant. We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou did their taxes and therefore had knowledge of Grace Siou's financial records. Multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. (in the possession of Bellevue Police Department) Mr. Siou was contacted by Attorney Tim Austin on Feb 11, 2009 to inform him of the misappropriated funds and on Feb 26, 2009 he was contacted again to request that he returns stolen documents in the family home (Exhibit 6) Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited into their joint bank account and Mr. Siou.

SECOND CAUSE OF ACTION FRAUDULENT OMISSIONS

- (i) Ms. Siou's failure to disclose her lack of, or loss of her series 6 and 63 registration and life and disability insurance license.
 - (a) Item of Damage is the commissions paid and included on payroll sheets that Ms. Siou fraudulently put on her payroll calculation sheets because she was not licensed to receive them. The totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18,108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached)
 - (b) I am seeking recovery of for the loss incurred by acting wrongfully as a result of the failure to disclose Ms. Siou's licensing status for insurance and series 6 and 63 which resulted in paying Ms. Siou commissions she was not entitled see RCW 48.17.490(2). I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the omission. I do not know all the case law, statutes, regulations that apply, as I am not an attorney.
 - (c) Evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to what misrepresentations were made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories served March 5, 2013) and what they believed as a result of these misrepresentations. Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission

showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant RCW 48.17.490(2). We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou handled their tax reporting and therefore had knowledge of Grace Siou's financial records. Multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. (in the possession of Bellevue Police Department) Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited their joint bank account with Mr. Siou. Funds from Stevie Siou and Grace Siou's joint account at Washington Mutual were used to repay theft committed in 2008. Funds from Stevie Siou and Grace Siou's joint account at Washinton Mutual were used to pay Tsang Wong Lim's company 2008 4th quarter taxes to conceal fraud.

- ii. Ms. Siou's failure to disclose her lack of, or loss of her series 6 and 63 registration and life and disability license.
 - (a) Item of Damage, no damages are claimed as a result of this fraudulent omission because restitution was paid after the filing of this lawsuit.
 - (b) Damages as a result of this omission was paid after the filing of this lawsuit.
 - (c) Evidence to prove this omission will be the testimony of Tsang Lim and Rolf Christenson that they were unaware of the firing of their payroll company. Interrogatory answers from Grace stating that she terminated Surepay services in 2004 and Sentencing Memorandum of Grace Siou in 10-1-00421-5 (exhibit 3) where Grace Siou admits in her sentencing brief that she fired Surepay and hid that fact from Tsang Lim and Rolf Christenson. We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou completed their tax returns and would have knowledge of Grace Siou's income. Additionally, multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. Including business check book for Tsang Lim and Rolf Christenson (in the possession of Bellevue Police Department) Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited into their joint bank account and used for the benefit of the community.

CONVERSION

The defendant willfully took possession of property belonging to the plaintiff without lawful justification, including but not limited to:

- (i) U.S. funds belonging to the Plaintiff;

- (a) Item of damage theft of amounts that were to be paid for taxes and other third parties were paid off through the criminal case restitution after this lawsuit was filed. But unlawfully obtained commissions in the amount of paid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18,108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached)
 - (b) I am seeking recovery of for the money deposited into Ms. Siou's payroll account that she was not entitled to pursuant to RCW 48.17.490(2) and based on her misrepresentations. I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited. I do not know all the case law, statutes, regulations that apply, as I am not an attorney.
 - (c) Testimony of Tsang Lim and Rolf Christenson regarding what Ms. Siou misrepresented to them and the money paid to Ms. Siou based on her fraud. We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou completed their tax returns and would have knowledge of Grace Siou's income. Additionally, multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. Including business checkbook for Tsang Lim and Rolf Christenson (in the possession of Bellevue Police Department) Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited into their joint bank account and used for the benefit of the community.
- (ii) Business and employment records.
- (a) Item of damage: no damages are claimed for this theft.
 - (b) No damages are claimed for this theft.
 - (c) Bellevue police searched Stevie and Grace's home in 2009 and discovered multiple documents stolen from Tsang Lim's office. They were in the master bedroom, living room and throughout the shared home. See of the documents are still in the possession of the Bellevue Police Department. Certification of Probable Cause has already been provided with Motions and Interrogatories.

INTERROGATORY NO. 7:

ANSWER:

Grace Siou, Chin Yin Wong (my brother). Ms. Siou performed case management, scheduled client meetings, prepare illustrations, fill out insurance applications, filing and other administrative works. She also from time to time performed duties only licensed assistant can perform, including filling out trading tickets for investment products, talking to clients about products, she was practicing under false pretenses and received

commissions only licensed person is allowed to receive. Chin Yin Wong performed similar duties except the duties that require licensing.

INTERROGATORY NO. 8:

- (a) For each allegation please provide detailed calculations for an amount you are claiming. For any and all calculations, please substantiate and provide evidence to support your claim I owe you money;
- (b) Cite the exact title and section please provide substantiation and evidence against me to support basis for any and all allegations and
- (c) When you first conceive such allegation. Please substantiate and provide evidence to support claim against me individually.

When you (sic) first conceive such allegation.

"When you first conceive such allegation." I do not know the exact date I "conceived the allegations" it was in 2009 or 2010 during the investigation of Grace's criminal conduct subsequent prosecution. I do know that on March 24, 2009 I discovered that Ms. Siou was not licensed to receive her commissions. Cancellation of Surepay was discovered in January 2009.

Interrogatory 8 each claim is separated and (a)(b)(c) answered for each claim which include calculation for the amount and evidence to substantiate, evidence against Stevie Siou to support basis for allegations and evidence to support claim against Stevie Siou. These requests is the same question asked in interrogatory number 6.

FIRST CAUSE OF ACTION FRAUD AND INTENTIONAL MISREPRESENTATION

- (ii) Ms. Siou represented to Tsang Wong Lim that she was registered series 6 and 63 and was licensed to sell life and disability insurance in Washington State.
 - (a) Item of damage is the commissions paid to Grace Siou itemized (bi-weekly payroll calculations sheets filled out by Grace Siou, already provided with Interrogatories March 7, 2013) the totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18, 108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see commission spreadsheet attached)
 - (b) I am seeking recovery of for the loss incurred by acting wrongfully on the misrepresentation and paying Ms. Siou commissions she was not entitled. I am not a lawyer therefore I do not know the case law, statutes, regulations that apply. I am also seeking recovery from the marital community of Stevie and

Grace Siou because it benefited from the misrepresentation. I am not a lawyer therefore I do not know the case law, statutes, regulations that apply.

- (c) Evidence will be testimony Tsang Wong Lim and Rolf Christensen as to the representations made by Grace Siou regarding her series 6 and 63 registration. Payroll calculation sheets showing commission amounts paid to Grace Siou. (already provided with interrogatories) Documentation from FINRA showing that her 6 and 63 registration expired in 2004 and was not renewed. Additional, evidence will be that Mr. and Ms. Siou filed their taxes jointly and the stolen funds were deposited into a joint bank account, therefore the community benefited from the funds.

(ii) [Grace Siou] submitted to TWLA false payroll record/ calculation sheets;

- (a) Item of damage is the commissions paid and included on payroll sheets that Ms. Siou fraudulently put on her payroll calculation sheets because she was not licensed to receive them. The totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18,108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached)
- (b) I am seeking recovery of for the loss incurred by acting wrongfully on the misrepresentation and paying Ms. Siou commissions she was not entitled. I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the misrepresentation. I do not know the case law, statutes, regulations that apply.
- (c) Evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to the misrepresentations made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories served March 5, 2013) Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant RCW 48.17.490(2). Additional, evidence will be that Mr. and Ms. Siou filed their taxes jointly and the stolen funds were deposited into a joint bank account, therefore the community benefited from the funds.

iii. [Grace Siou] submitted false payroll records/ calculation sheet to Renton district court.

- (a) Damages are not claimed for this misrepresentation.
- (b) Not seeking compensatory damages for this misrepresentation.
- (c) Evidence will be the fraudulent payroll calculation sheet submitted to Renton District Court claiming unpaid wages for the time that Ms.

Siou did not work in December. Further evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to the misrepresentations made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories served March 5, 2013) and the days that she worked in December of 2008. Additional, testimony regarding her theft of taxes and third party deductions from her previous payroll. Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant RCW 48.17.490(2).

Defendants had actual knowledge of the falsity of the representations and intended for TWLA and Tsang Wong Lim to rely on the false representations.

- (a) Item of damage is the totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18, 108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached) that Grace was paid that she was not entitled and received due to her deception.
- (b) I am seeking recovery of for the loss incurred by acting wrongfully on the misrepresentation and paying Ms. Siou commissions she was not entitled pursuant RCW 48.17.490(2). I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the misrepresentation. I do not know all the case law, statutes, regulations that apply as I am not an attorney.
- (c) Evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to what misrepresentations were made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories delivered March 7, 2013) and what they believed as a result of these misrepresentations. Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant. We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou did their taxes and therefore had knowledge of Grace Siou's financial records. Multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. (in the possession of Bellevue Police Department) Mr. Siou was contacted by Rolf Christenson and requested that he return stolen documents in the family

home Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited into their joint bank account.

SECOND CAUSE OF ACTION FRAUDULENT OMISSIONS

- (iii) Ms. Siou's failure to disclose her lack of, or loss of her series 6 and 63 registration and life and disability insurance license.
 - (a) Item of Damage is the commissions paid and included on payroll sheets that Ms. Siou fraudulently put on her payroll calculation sheets because she was not licensed to receive them. The totals of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18, 108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached)
 - (b) I am seeking recovery of for the loss incurred by acting wrongfully as a result of the failure to disclose Ms. Siou's licensing status for insurance and series 6 and 63 which resulted in paying Ms. Siou commissions she was not entitled see RCW 48.17.490(2). I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited from the omission. I do not know all the case law, statutes, regulations that apply, as I am not an attorney.
 - (c) Evidence will be the testimony of Tsang Wong Lim and Rolf Christensen as to what misrepresentations were made by Grace Siou in her payroll calculation sheets showing commission due to Grace Siou. (Provided with interrogatories delivered March 7, 2013) and what they believed as a result of these misrepresentations. Further proof will be provided in documentation from FINRA showing that her 6 and 63 registration expired in 2004 (attached exhibit 2) and was not renewed and document from Insurance Commission showing Ms. Siou was never licensed in Washington State to sell, procure or solicit insurance (previously provided with request for production exhibit 12) and therefore not entitled to receive commission pursuant RCW 48.17.490(2). We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou did handled their taxes and therefore had knowledge of Grace Siou's financial records. Multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. (in the possession of Bellevue Police Department) Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited her their joint bank account with Mr. Siou.
- iii. Ms. Siou's failure to disclose her lack of, or loss of her series 6 and 63 registration and life and disability license.
 - (a) Item of Damage, no damages are claimed as a result of this fraudulent omission because restitution was paid after the filing of this lawsuit.
 - (b) Damages as a result of this omission was paid after the filing of this lawsuit.

- (c) Evidence to prove this omission will be the testimony of Tsang Lim and Rolf Christenson that they were unaware of the firing of their payroll company. Interrogatory answers from Grace stating that she terminated Surepay services in 2004 and Sentencing Memorandum of Grace Siou in 10-1-00421-5 (exhibit 2) where Grace Siou admits in her sentencing brief that she filed Surepay and hid that fact from Tsang Lim and Rolf Christenson. We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou completed their tax returns and would have knowledge of Grace Siou's income. Additionally, multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. Including business check book for Tsang Lim and Rolf Christenson (in the possession of Bellevue Police Department) Furthermore, Stevie Siou benefited from the misrepresentations as the funds stolen by Grace Siou were deposited into their joint bank account and used for the benefit of the community.

CONVERSION

The defendant willfully took possession of property belonging to the plaintiff without lawful justification, including but not limited to:

- (i) U.S. funds belonging to the Plaintiff;
- (d) Item of damage theft of amounts that were to be paid for taxes and other third parties were paid off through the criminal case restitution after this lawsuit was filed. But unlawfully obtained commissions in the amount of unpaid commission for each year 2004-2008 are \$10,233.74 in 2008, \$11,703.43 in 2007, \$18,108.70 in 2006, \$17,320.15 in 2005 and \$11,547.58 in 2004; (see Grace Siou's commission spreadsheet attached)
- (e) I am seeking recovery of for the money deposited into Ms. Siou's payroll account that she was not entitled to pursuant to RCW 48.17.490(2) and based on her misrepresentations. I am also seeking recovery from the marital community of Stevie and Grace Siou because it benefited. I do not know all the case law, statutes, regulations that apply, as I am not an attorney.
- (f) Testimony of Tsang Lim and Rolf Christenson regarding what Ms. Siou misrepresented to them and the money paid to Ms. Siou based on her fraud. We will also show that Stevie Siou filed taxes jointly. Grace Siou informed Ms. Lim that Stevie Siou completed their tax returns and would have knowledge of Grace Siou's income. Additionally, multiple documents related to the theft were recovered from his shared bedroom, living room and other various places in the family residence. Including business checkbook for Tsang Lim and Rolf Christenson (in the possession of Bellevue Police Department) Furthermore, Stevie Siou benefited from the misrepresentations

as the funds stolen by Grace Siou were deposited into their joint bank account and used for the benefit of the community.

(d) Business and employment records.

(d) Item of damage: no damages are claimed for this theft.

(e) No damages are claimed for this theft.

(f) Bellevue police searched Stevie and Grace's home in 2009 and discovered multiple documents stolen from Tsang Lim's office. They were in the master bedroom, living room and throughout the shared home. See of the documents are still in the possession of the Bellevue Police Department. Certification of Probable Cause has already been provided with Motions and Interrogatories.

INTERROGATORY NO. 9:

ANSWER:

I stipulated that you intentionally caused harm when the complaint was filed. I did contact you about the stolen money and discussed it with you in a telephone conversation January 17, 2009. Stevie Siou said that Grace's parents had transferred several hundred thousand dollars to her name so the parents could qualify for low-income benefits. You further stated that you would ask her parents for reimbursement for the taxes you have paid on interest earnings on the transferred funds (that also implies you filed joint tax return with Grace). In 2009 before the search warrant of Stevie Siou and Grace Siou home, you were both asked to return stolen documents Tsang Lim's office. Stevie Siou did not return the numerous stolen documents found in his bedroom and living room. The documents were subsequently found during the search warrant. On December 30, 2008 Stevie Siou told Tsang Lim that "they [Grace and Stevie Siou] had lost a lot of money in the stock market and really needed to find ways to make ends meet."

Additionally, evidence will be presented that Mr. Siou filed the taxes for Grace Siou and Stevie Siou joint tax return and was acutely aware of family finances. Aaron from Chase bank stated that Stevie Siou spoke with him on the phone tried to get them to not release the \$20,000 to Tim Austin after Grace stopped payment on the cashier's check by signing a false affidavit.

INTERROGATORY NO. 10:

ANSWER:

Yes, I discover the embezzlement and tax fraud committed by Grace Siou after she was fired, but I did not discover the extent of the fraud until the prosecution of the criminal case. She stole most relevant payroll records from my office, including bank statements, bi-weekly spreadsheets, bank checks etc (certification of probable cause for 10-1-00431-

5 SEA, already provided). I engaged Attorney Tim Austin to correct the errors and refiled tax returns for the years fraudulent returns were filed for my firm.

INTERROGATORY NO. 11:

ANSWER:

We engaged ADP and later Surepay for payroll purposes for Grace Siou. On a bi-weekly basis, Ms. Siou filled in the numbers by hand on our payroll spreadsheet, which has detailed breakdown of her fixed salary, a breakdown of her percentage of commission as a licensed assistant based on all commissions I received during that pay period. In addition, the spreadsheet also has breakdown of cost for Surepay, FICA tax, labor and Industry Tax, unemployment taxes and Ms. Siou's medical insurance etc. The total of the numbers will be Ms. Siou's gross pay for that period. I would verify and approve the numbers and write a check payable to myself for that amount, Ms. Siou will then deposit the check in the WAMU bank account, a joint account between Rolf and I and we were the only authorized signers. Ms. Siou was supposed to input the numbers accordingly on Surepays website, Surepay will electronically deposit the net check after tax withholding to Ms. Siou's personal bank account at WAMU (she indicated to me all paychecks were deposited in a joint account held by her and Stevie Siou) Surepay will withhold the taxes for FICA, L&I tax, unemployment tax and file the appropriate returns and send payments to various departments for our company. However, despite the process in place, Ms. Siou embezzled the funds for taxes and wrote check's to herself by forging my signature. The process is the same for Rolf Christenson. His funds were also embezzled. The Bank Account used for payroll is WAMU 192-065765-8 bank records from December 2006-2008 are attached as (exhibit 4) and email from Chase indicating that they are unable to provide anything earlier. (Exhibit 5) and letter from East West regarding records request Bank Account # 0310010228 the account Tsang W. Lim used to pay Grace Siou's payroll.

INTERROGATORY NO. 12:

ANSWER:

I obtained my licenses in 1994. a) I possess adequate knowledge to make proper recommendation on insurance and investment products to my clients.

b) There have been no complaints from industry authorities or clients in my 18 year career.

c) I did not comply to all company rules, for instance, I paid my former assistant Grace Siou (the defendant) a percentage of my production because she lied and did not disclose the fact that she lost her license registration. Rolf Christenson was in the same situation, he also paid Ms. Siou a percentage of his commission based on her misrepresentation. These payments based on Ms. Siou's misrepresentations were in violation of RCW 48.17.500. With exception to paying commission to defendant Siou, I complied with rules and regulations of Tsang Wong Lim & Associates.

**INTERROGATORY NO. 13:
ANSWER:**

No, we were supposed to receive bank statements for our business. After a certain number of years, particularly after my son was born in 2003, I often worked from home and I did not periodically review the bank statements. The only bank statement my company had was the one at WAMU for payroll purposes only. Rolf and I had other separate accounts for other business expenses. Rolf and I only deposited the exact dollar amount shown on the bi weekly spreadsheet Ms. Siou generated. There was no extra funds in the payroll bank account, ie, I did not feel auditing the payroll bank statement was a priority. We also felt that since we engaged Surepay to provide payroll services, we would be timely informed of any discrepancy. Little did I know Ms. Siou went to the extent of forging my signature to cancel Surepay and embezzled the money in the payroll account that was clearly meant to pay for taxes and other employment costs.

During Ms. Siou's criminal investigation, I discovered Ms. Siou put herself as the contact person on the fraudulent tax returns filed to Labor and Industry Department, she also put her husband Stevie Siou as the second contact person for my firm. Both Rolf and I were not listed as the contact person. That explains why both Rolf and I were never contacted by various departments for discrepancies. At one point, the IRS raised questions about our quarterly tax returns filed by Ms. Siou by forging my signature. Ms. Siou intercepted IRS letter, filed an appeal by pretending to be me, won the appeal and waived penalty and interest. This was discovered during her criminal investigation. Original late payment notices from Labor and Industry Department and original tax notice for my company were found in the residence of Grace Siou and Stevie Siou.

I discovered most bank statements were lost after I terminated Ms. Siou. Ms. Siou stole the bank statements and my company checks including over 100 forged checks. They were also recovered when the police search her house that she shared with her husband Stevie Siou.

**INTERROGATORY NO. 14:
ANSWER:**

No, I have never withheld any employees earned wages. Ms. Siou's last paycheck was held at my accountant Teresa Ha's office. Ms. Siou did not go to her office to pick up the check. The check was later mailed to L&I department by their request. It was returned since Ms. Siou failed to come pick it up.

**INTERROGATORY NO. 15:
ANSWER:**

I did receive IRS records and government records for my business expenses related to my employees. However, they were intercepted and stolen by my former assistant Ms. Siou. The question of did you review all aspects of your expenses? I did review some aspects

of my expenses, but as previously stated some of those records were stolen. I did not review periodically the payroll account as previously stated in Interrogatory No. 13.

INTERROGATORY NO. 16: See disclosure of possible primary witnesses filed 3/4/13 and possible additional witnesses delivered April 15, 2013. I have already provided in interrogatories 6 and 8 damage caused, dollar amount claimed, citation to statute, rule, regulation authorizing recover. This interrogatory is identical to the requests made in 6 and 8.

INTERROGATORY NO. 17: Documents are routinely delivered by ABC messenger service to ensure that the parties receive the pleadings to meet deadlines. I did not provide an envelope to ABC to put the documents in, postal service is to slow and unreliable.

INTERROGATORY NO. 18: I, Tsang Lim, am not a lawyer and therefore to my knowledge have not violated any court rules.

INTERROGATORY NO. 19: I did not make any discovery requests from Stevie Siou specifically, but they will be forthcoming.

INTERROGATORY NO. 20: See Disclosure of Possible Primary Witnesses, sent to defendants on 3/4/13 and Disclosure of Possible Additional Witnesses 4/15/13.

INTERROGATORY NO. 21: No.

INTERROGATORY NO. 22: None.

INTERROGATORY NO. 23: No.

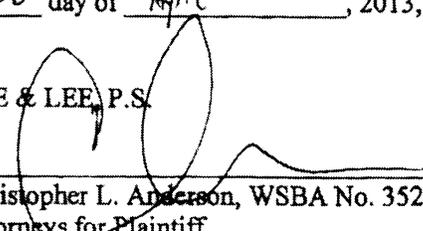
INTERROGATORY NO. 24: No.

INTERROGATORY NO. 25: None.

INTERROGATORY NO. 26: See Possible Primary Witness list filed and delivered to defendant on 3/4/13 and 4/15/13. The only expert listed is the Northwestern Mutual Compliance Officer who will testify that if Grace Siou was not licensed she is not allowed to receive commissions. The grounds for the opinion are RCW 48.17.500.

ANSWERS AND OBJECTIONS DATED this 26 day of April, 2013, in conformance with CR 26(g).

LEE & LEE, P.S.

By 
Christopher L. Anderson, WSBA No. 35206
Attorneys for Plaintiff

DECLARATION OF RESPONDING PARTY

I declare under the penalty of perjury under the laws of the State of Washington that I am the Plaintiff in this action and am authorized to make the foregoing answers. I declare that I have read the foregoing answers, know the contents thereof, and believe them to be true and correct.

Originally signed Dated this 15 day of April, 2013 at Bellevue, Washington.



Tsang Wong Lim

CERTIFICATE OF SERVICE

I hereby certify, that on the 26 of April 2013, I delivered the foregoing document, Defendant's Supplemental Answers to Interrogatories to Plaintiff on the interested parties in this action by USPS First Class Mail, addressed as follows:

STEVIE SIDU.

511 240th AVE SE.

SAMMAMISH, WA 98074.

By Yi-tung Hsu
YI-TUNG HSU.

APPENDIX 8

Payroll Report--2008 Tsang Wong

Date:	Dec 2, 2008	
Pay Period:	Nov 16 - 31, 2008	
	Current Pay Period	
Basic Salary:	$425 \times 2 = 850$	
NML First Year Commission (8%) 16%	0	
NML Renewal Commission (8%) 16%	$1043 \times 16\% = 166.88$	
NMIS Commission (12%)		
Other Investment Commission (12%) (Annuity...)		
Puget Sound Benefit (8.5%)		
LifeWise Commission (8.5%)		
Regence Blue Shield (8.5%)		
LifeWise New Application Bonus (\$20 Per Application)		
Other Brokerage Commission (8%)	$2487.34 \times 8\% = 198.99$ Linda Lorents, John Hancock Life	
Other Bonuses & Allowances		
Total Gross Wages	1215.87	
Plus Employer Taxes (7.65%) FICA (6.2%) + Medicare (1.45%)	93.01	
Labor & Industries Tax (520 hrs per qtr / 2 Agents / 3 months) = \$10.83 x 2	21.66	
State & Federal Unemployment Tax (0.47% + 6.2%) = 6.67%	81.09	
Surepayroll Charge 33.98\$ / 2 = \$16.99	16.99	
Medical Insurance 149 x 2 for Nov.	298	
Total Check Amount	1726.62	
Sick Used		
Sick Left		
Vacation Used		
Vacation Left		

