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No. 72817-2

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

HARBANS GREWAL and JASBIR KAUR GREWAL, husband and wife, and HARJIT KAUR GILL;

Appellants,

V

KAMALJIT SINGH and HARMINDER KAUR, husband and wife; KENT VALLEY APT., LLC, a Washington Limited Liability Company,

Respondents

APPELLANTS' RESPONSE TO RESPONDENTS' BRIEF

Harbans Singh Grewal

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Appellants' Pro se

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ARGUMENTS

1 **Did Harbans and Kamaljit went into business as sophisticated businessmen or two families who know each other from long time tried to help each other**.

History of transaction

Harbans Singh Grewal, Harjit Kaur Gill,Jasbir Kaur Grewal(the Grewal parties) and Harminder Kaur,Kamaljit Singh(the Singh parties) come from India .Harbans Singh Grewal (Harbans) Harjit Kaur Gill (Harjit) and Harminder Kaur (Harminder) were neighbors from long times in India and plaid together from their child hood.

In July,2009 Harjit called Harminder and asked her if she can store her belongings in Harminder House so that she can vacant her rental suit because Harjit was Planning to go to India and live there for long time to take care of her ill Mother(July , 2009 to March , 2014). Harminder agreed.

On July 19, 2009 Harjit and Harbans went to Harminder House and stayed overnight in Harminder house and next day July 20, 2009 Harjit fly to India from Seattle Airport.

Harjit took some of her belongings to India and stored rest of her belongings in Harminders' House. This was 1st meeting of Harbans and Singh parties since they left India about 19 years ago. During this visit Grewal parties told Singh parties that Grewal parties are planning to open a grocery store and are looking for rental space.

Singh parties told Harbans that due to real estate recession Singh

parties are not able to pay off the deed of trust and are behind in their payments. The owner of the deed of trust on this property need money and is offering to settle for $200,000 for the payout of over $360,000. Singh parties offered Harbans 50% shares of the subject property if Harbans can bring $235,000 cash,$200,000 to pay off deed of trust and $35,000 to pay off city property tax on which Singh parties was behind from three years.TR 287,290,291. Harbans deposition exhibit No 10.

On the base of family relations with Harminder, Harbans agreed to the proposal of Singh parties and told them that Harbans is helping them on good faith and told Singh parties that Harbans want to make sure that he not lose his principal of $235,000 and asked Singh parties to put in writing that if we sell the property 1st $235,000 of sale proceeds will go to Harbans, Singh parties. (Exhibit no 60)

In May, 2010 Kamaljit meet with Harjit and Harbans in India and borrowed about $215,000 in Indian currency and provided a postdated check for December 1, 2009 in the amount of $235,000.On good faith and family relations, both parties made verbal agreement that if Singh parties didn't honored the check then they will transfer the 2nd 50% of subject property to Harjit.

Singh parties were not able to honor the check;

On December 20, 2010 Singh parties transferred the 2nd 50% of subject property to Harjit .

From the history of this transaction it is very clear that it is not a transaction between two sophisticated businessmen's in fact it is a transaction between two families which tried to help each other but

unfortunately get into a dispute.

2 **Are Harbans and Kamaljit are Fluent in English**

The records show that Singh parties and Grewal parties cannot speak very good English. Singh parties deny Singh party's statement to Police, to the paralegal (who drafted Singh parties 1st complaint) and to the US Magistrate Judge that they did not understand Singh parties .TR 102-112,269,270,313-321.

The learned trial judge erred in his findings because the interpreter was not used during most part of the testimony of Harbans and Kamaljit in trial. The learned trial judge was not able to fully understand the testimony of Harbans and Kamaljit in the trial due to their limited English Proficiency.

1 The learned trial judge erred in finding (22) that Harbans, Harminder and Kamaljit after returning from Olympia went to Sabir Khan House.

The evidence led by Kamaljit in trial is that when they come back from Olympia they drop off Harminder at home then Kamaljit and Harbans went to Sabir Khan House. TR181, 183,184.

Harbans led evidence at trial that when they come back from Olympia they took lunch then they went to US Bank, they didn't went to Sabir Khan house after coming back from Olympia.TR 942.

2 The learned trial judge erred in finding (10) that Exhibit 9 is September 14, 2009 operating agreement.

The evidence led by Kamaljit in trial is that when Singh parties had an inquiry from real estate excise tax department Singh parties made

changes to show that they didn't sold 50% share of Kent valley Apartments LLC. TR 298, 299.

Harbans led evidence at trial that Exhibit B of exhibit no 9 was not the part of the September 14, 2009 Operating agreement and Exhibit 9 is different than the agreement of September 14, 2009 which was produced to Harbans by Singh Parties (Mr.Pharris) as September 14, 2009 and was marked as Exhibit No 10 to the deposition of Harbans.TR 856-858,619. Harbans's deposition P40-51.

The purpose of making the exhibit B showing sharing ratio Harminder 64.5% and Harjit 34.5% to the operating agreement of September 14, 2009 was to avoid paying the property transfer tax. It is the law of WA State if you sell 50% or more share of an LLC you **have to pay** the property transfer tax if you sell less than 50% share of an LLC you **not have to pay** the property transfer tax.

On September 14, 2009 two sets, page 1-50 of the operating agreement were printed from the template of Kent valley Apartments LLC operating agreement. The page No 49 and 50 of both sets were signed as original, one set took Harbans and 2nd set was kept by Harminder.TR857, 858.

Exhibit B and D of the operating agreement were not prepared on September 14, 2009.The pages of Operating agreement provider by John Meenk (Exhibit 96) also not have alleged exhibit B of the operating agreement of September 14, 2009.

3 The learned trial judge erred in finding (22,24,25) that Sabir Khan printed a new page 49 of LLC operating agreement (Exhibit

28) and also amended Exhibit A and Exhibit B and all the pages of exhibit 28 were initialed at Sabir khan's Home.

Harbans Led the evidence at trial that if you print out the operating agreement or any page of the agreement from the template of the operating agreement, the printing date of the page appears on the footer of the Page.TR 1045. (Harbans deposition exhibit No 13 is true copy printed out on April 16, 2014 from template of operating agreement of Kent valley Apartments LLC).

Kamaljit led the evidence at trial that exhibit A, exhibit B, Page 11,12,43,49 of the operating agreements were changed or were prepared of exhibit 28 on December 20, 2010 and exhibit 28 was signed and initialed at Singh parties House .TR 184,185,311,358,359.

Harbans Led the evidence at trial that all the paperwork prepared to reflect the changes for the sale of 2nd 50% sale was not prepared on December 20, 2010 it was only initialed and signed on December 20, 2010. TR 637,648-650,937,948.

The page no 1-48 except page no 11 and 12 of exhibit 28 are the pages of Harminder's set of September 14, 2009 operating agreement. To reflect the sale of 2nd 50% of LLC Page no11,12,49, exhibit A, exhibit B of exhibit 28 and exhibit 25 and exhibit 26 were prepared in December, 2010.The printing date on the footer of all the pages of exhibit 28 except Page 11,12 and 49 is September 14,2009. The date on the footer of Page 11, 12 and 49 is December 16, 2010.There is no date on the footer of the exhibit A of the operating agreements (exhibit 28) because it is not page of exhibit A of the operating agreement template.

The date on the footer of the exhibit B of exhibit 28 and exhibit 26 is December 18, 2010.

It is very clear that none of the page, exhibit A, exhibit B of the operating agreement (exhibit 28) and exhibit 25 or exhibit 26 were printed or prepared on December 20, 2010.

V CONCLUSION

The learned trial Judge didn't fully understood the testimony of Kamaljit and Harbans due to their limited English Proficiency and erred in key findings by failing to assess and weigh the evidence.

Dated this 14th day of September, 2015

ALL OF WHICH REAPECTFULLY SUBMITTED

By _____

Harbans Singh Grewal

CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury according to the laws of the State of Washington that on this date I caused a copy of the foregoing document to be served, as indicated, upon the following:

Danial D. Pharris
Lasher Holzapfel Sperry & Ebberson
2600 Two Union Square
601 Union Street
Seattle, WA 98101
Via: Email

Harbans Singh Grewal

DATED this **14th** day of September, 2015.

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