

Case # 1Z999310C - Pierce County District Court  
23 January 2012 at 01:30 PM

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TEXT OF INITIAL ORAL PRESENTATION

Your Honor, this case is about the Defendant, Sawyer Corporate Group, Incorporated, DECEIVING us by withholding essential information regarding our purchase of a BRAND NEW car from their subsidiary, KIA of Puyallup, that, by Federal law, we had the right to know and KIA of Puyallup had the obligation to provide. Defendant's deception violated RCW 46.70.180 and RCW 19.86.020. Defendant's DECEPTION cost us \$2,251.39 , for which we are now suing the Defendant per RCW 19.86.093.

We came to KIA of Puyallup to buy a brand new 2011 KIA Forte EX 5-Door car. At NO TIME was any price sticker of any sort ever placed on the BRAND NEW 2011 KIA Forte car that we were interested in: not when we were looking at it, nor after we agreed to buy it, nor when we signed the Sales Contract in order to own it. The Defendant's letter of 7 April 2011 admits this. For it states, "(t)he vehicle you purchased was never displayed on our lot for sale at ANY price." See paragraph 3 of our **EXHIBIT I**.

We asked KIA of Puyallup's sales people what the sticker price was for the brand new 2011 KIA Forte that we desired to purchase. KIA of Puyallup's sales people told us it was \$20,839.00 . So, in good faith, on 7 December 2010, we signed the paperwork and we bought the BRAND NEW 2011 Forte car for \$20,839.00. See our **EXHIBITS II and III**:

- > Line item labeled "CASH PRICE" of our **EXHIBIT II**, Sales Contract, and
- > Line 1, labeled "Vehicle Cash Price," of our **EXHIBIT III**,  
"RETAIL INSTALLMENT SALES CONTRACT AND SIMPLE FINANCE CHARGE."

Later, when we went through the paperwork that came with our BRAND NEW 2011 KIA Forte car to trade it in for another car, we discovered that the price sticker of our BRAND NEW 2011 KIA Forte car showed a price of \$18,840.00 which is \$1,999.00 less than the price we paid for the car, as shown in **EXHIBIT IV**:

- > Line item labeled "TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE"  
of our **EXHIBIT IV**, the Sticker for the brand new 2011 KIA Forte

KIA of Puyallup had charged us \$1,999.00 above the sticker price for the BRAND NEW 2011 KIA Forte car that we purchased from them even though NO additional options or accessories had been installed or added to this car, as shown in our **EXHIBIT V**:

- > Our **EXHIBIT V**, KIA of Puyallup's "WE-OWE AUTHORIZATION" Form.

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Later, we found out that according to Federal Law, section 1232, "Label and entry requirements," of Chapter 28, Disclosure of Automobile Information, of Title 15, "Commerce and Trade," of the United States Code, or USC:

"Every manufacture of new automobiles . . . shall, prior to delivery of any new automobile to any dealer . . . securely affix to the windshield, or side window of such automobile a label on which such manufacturer shall endorse clearly, distinctly, and legibly, true and correct entries disclosing the following information concerning the automobile - . . . the retail price of such automobile suggested by the manufacturer."

-> Section 1232 of Chapter 28 of Title 15 is our **EXHIBIT VI**.

Also section 1233, "Violations and Penalties," of Chapter 28, of Title 15, of the USC, states:

"Any person who willfully removes . . . any label affixed to a new automobile pursuant to section 1232 of this title . . . prior to the time that such automobile is delivered to the actual custody and possession of the ultimate purchaser of such new automobile . . . shall be fined not more than \$1,000.00, or imprisoned not more than one year, or both. **Such removal . . . with respect to EACH [our emphasis of the word 'each'] automobile shall constitute a separate offense.**"

-> Section 1233 of Chapter 28 of Title 15 is our **EXHIBIT VII**.

When we contacted the Office of Consumer Protection Litigation of the United States Department of Justice, they agreed with us in their letter of 9 December 2011 that every single BRAND NEW car has to have its very own price sticker which only the purchaser may remove. This letter is our **EXHIBIT VII-A**.

KIA of Puyallup DECEIVED us by arranging that there was no Federally mandated price sticker on the BRAND NEW 2011 KIA Forte car BEFORE, DURING, OR AFTER the sales transaction, thereby duping us into paying \$1,999.00 more than we would have paid had there been a Federally mandated price sticker on the car that we purchased. DECEPTION regarding the sale of a vehicle is ILLEGAL according to the following two Washington State Statutory Laws:

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-> RCW 46.70.180, "Unlawful acts and practices," states that it is unlawful "to cause or permit to be . . . disseminated in any manner whatsoever, **any** statement or **representation** with regard to the **sale** . . . of a vehicle which is false, **deceptive** or misleading . . ."

-> Chapter RCW 46.70.180, "Dealers and manufacturers," is our **EXHIBIT VIII**.

-> And RCW 19.86.020, "Unfair competition, practices, declared unlawful," states that "unfair or **deceptive** acts or practices in the conduct of any **trade** or commerce are hereby declared **unlawful**."

-> Chapter RCW 19.86, "Unfair business practices - consumer protection," is our **EXHIBIT IX**.

In addition, RCW 19.86.093, "Civil action -- Unfair or **deceptive** act or practice -- Claim elements," allows us to petition for **damages from such deception** by stating, "In a private action in which an unfair or deceptive act or practice is alleged under RCW 19.86.020, a claimant may establish that the act or practice is injurious to the public interest because it: (3) (a) Injured other persons . . . "

The State Statutory Laws that we cited are contained in RCW chapters that also contain laws calling for liberal construction of the laws contained in them. RCW Chapter 46.70 concludes with RCW 46.70.900, "Liberal Construction," which states that "(a)ll provisions of this chapter shall be liberally construed to the end that deceptive practices or commission of fraud or misrepresentation in the sale . . . of vehicles in this state may be prohibited and prevented . . ." And RCW Chapter 19.86 concludes with RCW 19.86.920, which states that "(t)he legislature hereby declares that the purpose of this act is to complement the body of federal law governing . . . deceptive and fraudulent acts or practices in order to protect the public . . . . To this end this act shall be liberally construed that its beneficial purposes may be served."

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TEXT OF INITIAL ORAL PRESENTATION

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The DECEPTION of KIA of Puyallup cost us not only the \$1,999.00 difference between the price they told us orally (cash price shown in **EXHIBITS II and III**) and the sticker price (**EXHIBIT IV**), but it also cost us an additional \$191.90 in extra sales tax we had to pay on account of the higher price (**EXHIBITS II and III**, with a tax rate of 0.096 = 2,000.55 sales tax paid divided by \$20,839.00 cash price ), an additional \$17.69 in extra interest costs on our car loan (pro-rated interest, calculated from subtracting the amount borrowed on Line 7, "UNPAID BALANCE," of **EXHIBIT II**, which is \$17,670.55 , from the amount required to pay off the loan, shown in **EXHIBIT XV**, which is \$17,813.26 ), and an additional \$42.80 in obtaining copies of Sawyer Corporate Group's annual report (cost of obtaining **EXHIBIT XIV** at \$15.00 ) and certified mail (certified mail cost associated with **EXHIBIT XIV** - at \$5.54 - plus two certified mails for **EXHIBIT X** at \$5.54 each, plus two certified mails for **EXHIBIT XI** at \$5.59 each). All of these costs add up to \$2,251.39 .

We attempted to resolve this matter with the Defendant by pointing out that they charged us a price \$1,999.00 above the sticker price in our letter to the Defendant on 29 March 2011. See our **EXHIBIT X**. This letter also explained the total costs of \$2,251.39 that their DECEPTION cost us. The Defendant replied that the Defendant had no intention to refund us this money in Defendant's letter of 7 April 2011. See our **EXHIBIT I**. In reply to Defendant's letter, our letter of 4 May 2011 explained in detail how their DECEPTION regarding the sticker price of this BRAND NEW car was in violation of RCW 46.70.180 and RCW 19.86.020, as well as Chapter 28 of Title 15 of the USC. See our **EXHIBIT XI**. We never got any response to this last letter.

We have documentation substantiating all of our claims that we have given you, Your Honor, if you would like to see them.

END OF TEXT OF INITIAL ORAL PRESENTATION

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POSSIBLE CHALLENGES

**DON'T BE INTIMIDATED BY THEM. REMEMBER YOU STAND ON TRUTH. GET ANGRY AT THEIR UNJUST ACTIONS AGAINST YOU!**

1. **The judge does not let me speak. Answer:** Your Honor, may I finish presenting my case? Is it not my *right* to present my case?
  
2. **Why did you not insist on seeing the Federally-mandated price sticker for this vehicle before signing the paperwork to purchase it? Answer:** At the time we bought the subject vehicle - a KIA 2011 Forte EX 5 Door, Model Code C5562, vehicle identification number (VIN) KNAFU5A27B5333715 - we thought that KIA of Puyallup was a reputable dealer who would deal with us in good faith, as we were dealing with them. We had no reason to believe otherwise. So when we asked their sales people what the sticker price is of this car, their sales people told us its price was \$20,839.00 , and since we saw no reason at that time to suspect that Kia of Puyallup was not dealing with us in good faith, or that KIA of Puyallup was not a reputable car dealership, we went ahead with the sale. We are not in the business of buying or selling cars on any regular basis, so how were we supposed to know to look for a Federally mandated price sticker on this new car with an manufacturer's suggested retail price, or MSRP ?
  
3. **Why did you wait so long to bring this matter to this Court? It is now January 2012 and the purchase of the subject vehicle happened in December 2010. Answer:** Well, first of all, we filed our petition to this Court on 23 June 2010, which is well within the statute of limitation of one year, for this act of deception, which occurred on 7 December 2010. We found that one-year statute of limitations in RCW 46.70.190, "Civil actions for violations - Injunctions - Claims under Federal Automobile Dealer Franchise Act - Time limitation." Secondly, as shown by our two letters to the Defendant, on 29 March 2011 - which is our **Exhibit X** - and on 4 May 2011 - which is our **Exhibit XI**, we tried to work this matter out with the Defendant, but to no avail. In fact, when we send our first letter of 29 March 2011 - which is our **Exhibit X** - to the Defendant, we were sure that the \$1,999.00 difference between the sticker price and the price they actually charged us was simply a mistake and that the Defendant would promptly correct the mistake and refund us our money. Unfortunately, the Defendant did not do any such thing, and that is why we are in court today.

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4. **How do you claim that the total damage to you was \$2,251.39 ? After all, you yourselves claim that the Defendant overcharged you by \$1,999.00 .**

**Answer:** The deception of KIA of Puyallup cost us not only the \$1,999.00 difference between the price they told us orally and the sticker price, but it also cost us an additional \$191.90 in extra sales tax we had to pay on account of the higher price, an additional \$17.69 in extra interest costs, and an additional \$42.80 in obtaining copies of Sawyer Corporate Group's annual report and certified mail. All of these costs add up to \$2,251.39 . We presented a break-down of costs in our letter of 29 March 2011 - which is our **Exhibit X** - to the Defendant. The break-down is as follows:

Cash Price on Sales Invoice Order #68492 (per <b>EXHIBITS II and III</b> )	\$ 20,839.00
Manufacturer's Suggested Retail Price (MSRP) on Sticker of 2011 KIA Forte EX 5-Door, Bright Silver, Vehicle Identification Number (VIN) KNAFU5A27B5333715 (per <b>EXHIBIT IV</b> )	- 18,840.00
	-----
Overcharge on Cash Price by KIA of Puyallup	\$ 1,999.00
Sales Tax on overcharge (at a rate of 9.6 per cent, or 0.096) ( Tax rate of 0.096 by dividing the sales taxes paid, which is \$2000.55 , by the vehicle cash price, which is \$20,839.00 . See the listed TAX and CASH PRICE of <b>EXHIBIT II</b> , and also see the listed "Vehicle Cash Price," and "Sales Tax" on Line 1 of <b>EXHIBIT III</b> .)	+ 191.90
	-----
Amount overpaid and therefore over-borrowed	\$ 2,190.90
Pro-rated interest on amount overpaid on our car loan (See calculation on following page.)	+ 17.69
	-----
Sub-total	\$ 2,208.59

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4. (Answer continued from page 6 )

Sub-total		\$	2,208.59
Cost of Certified Copy of Last Filed Annual Report (Cost of EXHIBIT XIV)			15.00
Cost of Certified mail		+	27.80
(1 certified parcel for EXHIBIT XIV sent on 2/10/11:	\$ 5.54		
plus 2 more certified parcels	5.54		
for EXHIBIT X sent on 3/29/11,	5.54		
plus 2 more certified parcels	5.59		
for EXHIBIT XI sent on 5/04/11)	5.59		
			-----
Amount that KIA of Puyallup owes us		\$	2,251.39

And the \$17.69 pro-rated interest on the money borrowed to pay for the overcharge and resulting increase in sales tax is calculated as shown below:

Amount paid off on loan of subject vehicle (per EXHIBIT XV)		\$	17,813.26
Amount borrowed on subject vehicle (per Line Item 5, "UNPAID BALANCE," of EXHIBIT II, and also per "Amount Financed," of EXHIBIT III.)		-	17,670.55
			-----
Interest paid on loan of subject vehicle			142.71
Ratio of the amount over-borrowed to the total amount borrowed:			
\$ 2,190.90 / \$ 17,670.55 = 0.1239860	->	x	0.1239860
			-----
Interest on amount over-borrowed		\$	17.69

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5. **The Defendant claims that you agreed to the price of \$20,839.00 for this brand new car, that they made it clear to you that this is the actual worth of the car, and that you understood all that and also agreed by signing the contract. So how can you now claim that you did not know about the sticker price of \$18,840.00 on this brand-new car when you bought it?**

**Where is the DECEPTION here that you allege? Answer:** This is a lie by the Defendant. This brand-new car did not have any sticker of any sort on it. In fact Defendant admitted as much in our **Exhibit I**, Defendant's letter of 7 April 2011, in which they stated, "(t)he vehicle you purchased was never displayed on our lot for sale at ANY price." At NO TIME was any sticker of any sort ever placed on the brand new 2011 KIA Forte car that we were interested in: not when we were looking at it, nor after we agreed to buy it, nor when we signed the Sales Contract in order to own it.

KIA of Puyallup DECEIVED us by arranging that there was no Federally mandated price sticker on the BRAND NEW 2011 KIA Forte car BEFORE, DURING, OR AFTER the sales transaction, thereby duping us into paying \$1,999.00 more than we would have paid had there been a Federally mandated price sticker on the car that we purchased.

Also, according to Federal Law, section 1232, "Label and entry requirements" of Chapter 28, Disclosure of Automobile Information, of Title 15, "Commerce and Trade", of the United States Code, or USC:

"Every manufacture of new automobiles . . . shall, prior to delivery of any new automobile to any dealer . . . securely affix to the windshield, or side window of such automobile a label on which such manufacturer shall endorse clearly, distinctly, and legibly, true and correct entries disclosing the following information concerning the automobile - . . . the retail price of such automobile suggested by the manufacturer."

-> Section 1232 of Chapter 28 of Title 15 is our **EXHIBIT VI**.

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4. (Answer continued from page 8 )

Also section 1233, "Violations and Penalties" of Chapter 28, of Title 15, of the USC:

"Any person who willfully removes . . . any label affixed to a new automobile pursuant to section 1232 of this title . . . prior to the time that such automobile is delivered to the actual custody and possession of the ultimate purchaser of such new automobile . . . shall be fined not more than \$1,000.00, or imprisoned not more than one year, or both. **Such removal . . . with respect to EACH [our emphasis of the word 'each'] automobile shall constitute a separate offense."**

In other words, **EVERY SINGLE BRAND NEW CAR HAS TO HAVE ITS VERY OWN STICKER.**

-> Section 1233 of Chapter 28 of Title 15 is our **EXHIBIT VII.**

When we contacted the Office of Consumer Protection Litigation of the United States Department of Justice, they agreed with us in their letter of 9 December 2011 that every single BRAND NEW car has to have its very own price sticker which only the purchaser may remove. This letter is our **EXHIBIT VII-A.**

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6. **The Defendant says that there is no law, federal or state, that obligates him to sell you a new car at the manufacturer's suggested retail price (MSRP), or sticker price. So how can you prosecute for reimbursement for any calculated difference between price paid and sticker price? Answer:** Your Honor, this case is NOT about whether or not the Defendant has the lawful right to charge whatever price the Defendant desires to for the car: it is about the Defendant DECEIVING regarding what the sticker price was for the brand new car that we bought from them - by hiding the Federally-mandated sticker from us until the sales of this brand-new vehicle was concluded. The Defendant's subsidiary, KIA of Puyallup, DECEIVED us by arranging that there was no Federally mandated price sticker on the BRAND NEW 2011 KIA Forte car BEFORE, DURING, OR AFTER the sales transaction, thereby duping us into paying \$1,999.00 more than we would have paid had there been a Federally mandated price sticker on the car that we purchased. DECEPTION regarding the sale of a vehicle is ILLEGAL according to both RCW 46.70.180, "Unlawful acts and practices," and RCW 19.86.020, "Unfair competition, practices, declared unlawful."

To expound on how this deception is unlawful in the State of Washington:

-> RCW 46.70.180, "Unlawful acts and practices," states that it is unlawful "to cause or permit to be . . . disseminated in any manner whatsoever, **any** statement or **representation** with regard to the **sale**, lease, or financing of a vehicle which is false, **deceptive** or misleading . . ."

-> Chapter RCW 46.70.180, "Dealers and manufacturers," is our **EXHIBIT VIII**.

-> And RCW 19.86.020, "Unfair competition, practices, declared unlawful," states that "unfair or **deceptive** acts or practices in the conduct of any **trade** or commerce are hereby declared **unlawful**."

-> Chapter RCW 19.86, "Unfair business practices - consumer protection," is our **EXHIBIT IX**.

Defendant's deception cost us \$2,251.39, for which we are now suing the defendant per RCW 19.86.093, "Civil action -- Unfair or deceptive act or practice -- Claim elements."

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4. (Answer continued from page 10 )

Also, RCW 19.86.093, "Civil action -- Unfair or **deceptive** act or practice -- Claim elements," allows us to petition for **damages from such deception** by stating, "In a private action in which an unfair or deceptive act or practice is alleged under RCW 19.86.020, a claimant may establish that the act or practice is injurious to the public interest because it: (3) (a) Injured other persons..."

-> Chapter RCW 19.86, "Unfair business practices - consumer protection," is our **EXHIBIT IX**.

The State Statutory Laws that we cited are contained in RCW chapters that also contain laws calling for liberal construction of the laws contained in them. RCW Chapter 46.70 concludes with RCW 46.70.900, "Liberal Construction," which states that "(a)ll provisions of this chapter shall be liberally construed to the end that deceptive practices or commission of fraud or misrepresentation in the sale . . . of vehicles in this state may be prohibited and prevented . . ." And RCW Chapter 19.86 concludes with RCW 19.86.920, which states that "(t)he legislature hereby declares that the purpose of this act is to complement the body of federal law governing . . . deceptive and fraudulent acts or practices in order to protect the public . . . To this end this act shall be liberally construed that its beneficial purposes may be served."

Finally, besides being an act of bad faith and an act of DECEPTION per the statutory laws of the State of Washington, this removal of the sticker is in fact illegal. According to Federal Law, section 1232, "Label and entry requirements" of Chapter 28, Disclosure of Automobile Information, of Title 15, "Commerce and Trade", of the United States Code, or USC:

"Every manufacture of new automobiles . . . shall, prior to delivery of any new automobile to any dealer . . . securely affix to the windshield, or side window of such automobile a label on which such manufacturer shall endorse clearly, distinctly, and legibly, true and correct entries disclosing the following information concerning the automobile - . . . the retail price of such automobile suggested by the manufacturer."

-> Section 1232 of Chapter 28 of Title 15 is our **EXHIBIT VI**.

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4. (Answer continued from page 11 )

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"Any person who willfully removes . . . any label affixed to a new automobile pursuant to section 1232 of this title . . . prior to the time that such automobile is delivered to the actual custody and possession of the ultimate purchaser of such new automobile . . . shall be fined not more than \$1,000.00, or imprisoned not more than one year, or both. **Such removal . . . with respect to EACH [our emphasis of the word 'each'] automobile shall constitute a separate offense."**

-> Section 1233 of Chapter 28 of Title 15 is our **EXHIBIT VII.**

When we contacted the Office of Consumer Protection Litigation of the United States Department of Justice, they agreed with us in their letter of 9 December 2011 that every single BRAND NEW car has to have its very own price sticker which only the purchaser may remove. This letter is our **EXHIBIT VII-A.**

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7. **You realize that this is a STATE Court, and not a FEDERAL Court, so you cannot appeal for any redress in this Court for any violation of a federal law, such as the alleged non-presence of a Federally-mandated sticker. So on the basis of what WAHSINGTON STATE law do you bring this case to this WASHINGTON STATE District Court? Answer:** RCW 19.86.093, "Civil action -- Unfair or **deceptive** act or practice -- Claim elements," allows us to petition for **damages from such deception** by stating, "In a private action in which an unfair or deceptive act or practice is alleged under RCW 19.86.020, a claimant may establish that the act or practice is injurious to the public interest because it: (3)(a) Injured other persons..."

-> Chapter RCW 19.86, "Unfair business practices - consumer protection," is our **EXHIBIT IX**.

KIA of Puyallup DECEIVED us by arranging that there was no Federally mandated price sticker on the BRAND NEW 2011 KIA Forte car BEFORE, DURING, OR AFTER the sales transaction, thereby duping us into paying \$1,999.00 more than we would have paid had there been a Federally mandated price sticker on the car that we purchased. Deception is ILLEGAL according to the following (two) State Statutory Laws:

-> RCW 46.70.180, "Unlawful acts and practices," states that it is unlawful "to cause or permit to be . . . disseminated in any manner whatsoever, **any** statement or **representation** with regard to the **sale**, lease, or financing of a vehicle which is false, **deceptive** or misleading . . ."

-> Chapter RCW 46.70, "Dealers and manufacturers," is our **EXHIBIT VIII**.

-> And RCW 19.86.020, "Unfair competition, practices, declared unlawful," states that "unfair or **deceptive** acts or practices in the conduct of any **trade** or commerce are hereby declared **unlawful**."

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4. (Answer continued from page 13 )

The State Statutory Laws that we cited are contained in RCW chapters that also contain laws calling for liberal construction of the laws contained in them. RCW Chapter 46.70 concludes with RCW 46.70.900, "Liberal Construction," which states that "(a)ll provisions of this chapter shall be liberally construed to the end that deceptive practices or commission of fraud or misrepresentation in the sale . . . of vehicles in this state may be prohibited and prevented . . ." And RCW Chapter 19.86 concludes with RCW 19.86.920, which states that "(t)he legislature hereby declares that the purpose of this act is to complement the body of federal law governing . . . deceptive and fraudulent acts or practices in order to protect the public . . . To this end this act shall be liberally construed that its beneficial purposes may be served."

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8. **Why do you keep mentioning "liberal construction" for the laws that you cite on deception of consumers? "Liberal Construction" is a legal term. What exactly do you mean by "liberal construction" anyway? Answer:** We keep mentioning liberal construction because the two chapters of the Revised Code of Washington, or RCW, from which we obtain statutory laws that declare it unlawful to deceive customers, both conclude with statutes that mandates that they be interpreted liberally - or be interpreted using liberal construction. We therefore understand these concluding statutes as a mandate for anybody who reads or cites any statute within these two chapters to interpret all statutes within them as declaring unlawful any deceptive practice, because that was the intent of the Washington State Legislature when they wrote these laws.

Our understanding of the term "liberal construction" is that it is a way of interpreting a law (a) by focusing on its intent and then (b) by declaring any practice or act contrary to the intent of the law as unlawful, whether or not that specific practice or act is specifically listed as unlawful in the text of the law. In this case, the INTENT of these two chapters of the RCW is to protect the public by preventing any sort of deceptive practice, regardless of whether any one deceptive practice, such as preventing a customer from seeing a Federally mandated sticker on a brand-new car, is specifically discussed in the text of the law.

RCW Chapter 19.86, "Unfair business practices - consumer protection," concludes with RCW 19.86.920, which states that "(t)he legislature hereby declares that the purpose of this act is to complement the body of federal law governing . . . deceptive and fraudulent acts or practices in order to protect the public . . . To this end this act shall be liberally construed that its beneficial purposes may be served." We understand this declaration to mean that any statute within RCW Chapter 19.86 is understood to make unlawful any sort of deceptive or fraudulent practice, even if any one deceptive practice is not spelled out in RCW Chapter 19.86.

Also, RCW Chapter 46.70, "Dealers and manufacturers," begins with a declaration of purpose in RCW 46.70.005, "Declaration of purpose." This declaration of purpose explains that this RCW Chapter exists, among other reasons, "in order to prevent frauds, impositions, and other abuses upon its citizens," that is, upon citizens of this State of Washington.

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8. (Answer continued from page 15 )

Within RCW 46.70 is RCW 46.70.180, "Unlawful acts and practices," which we cite in this case, and which declares unlawful " to cause or permit to be advertised, printed, displayed, published, distributed, broadcasted, televised, or disseminated in any manner whatsoever, any statement or representation with regard to the sale, lease, or financing of a vehicle which is false, deceptive, or misleading, including but not limited to the following" and then lists some specific known false, deceptive and misleading practices known to the Legislature at the time of RCW Chapter 46.70 was written. Note the phrase "including but not limited to" which makes unlawful ANY false, deceptive, or misleading act or practice, regardless of whether it is enumerated in the text of RCS 46.70.180.

Finally, RCW Chapter 46.70 concludes with RCW 46.70.900, "Liberal Construction," which states that "(a)ll provisions of this chapter shall be liberally construed to the end that deceptive practices or commission of fraud or misrepresentation in the sale . . . of vehicles in this state may be prohibited and prevented . . ."

Throughout RCW Chapter 46.70, then, is language that calls for a broad interpretation that any sort of false, deceptive, or misleading act or practice should be regarded as unlawful, whether or not it is specifically listed or discussed in RCW Chapter 46.70, because the intent of RCW Chapter 46.70 was to prohibit all such false, deceptive, or misleading acts or practices.



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9. **Why did you sue Sawyer Corporate Group, Incorporated, for this compensation? What do they have to do with your loss? Why did you not sue Kia of Puyallup instead?** Answer: Sawyer Corporate Group, Incorporated is the owner of KIA of Puyallup, located at 111 Valley Avenue NE, Puyallup, WA 98372. Per [the legal doctrine of] *respondeat superior*, the owner of KIA of Puyallup is responsible for our loss.

According to the on-line search engine for parcel numbers maintained by the Pierce County Assessor-Treasurer, as documented by our **EXHIBIT XII**, the above address leads to the following two active parcel numbers:

- (a) Parcel Number 2009254500, whose list details are as follows:
  - > Account Type: Personal Property
  - > Use Code: 5515-AUTO DLR NEW AND USED RETAIL
  - > Taxpayer Name: KIA OF PUYALLUP
  - > Mailing Address: SAWYER CORPORATE GROUP INC., 1400 RIVER RD., PUYALLUP WA 98371-3847
  
- (b) Parcel Number 0420226023, whose list details are as follows:
  - > Account Type: Real Property
  - > Use Code: 5515-AUTO DLR NEW AND USED RETAIL
  - > Taxpayer Name: SAWYER FAMILY INVESTMENTS LLC
  - > Mailing Address: 1400 RIVER RD., PUYALLUP WA 98371-3847

The information on the first parcel shows that Sawyer Corporate Group, Incorporated is in fact the owner of Kia of Puyallup and is therefore responsible for our loss, per [the legal doctrine of] *respondeat superior*.

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10. **Why did you bring this matter to this Small Claims Court? Since your loss happened at KIA of Puyallup in Puyallup, WA, why did you not bring this matter to the district court there?** **Answer:** Per Item (1) of RCW 3.66.020, the district court has jurisdiction and cognizance of an action arising for recovery of money. Per Item (1) of RCW 3.66 040, the appropriate district court is the one for the district where Defendant - or his agent - resides.

In this particular case, the Defendant, his subsidiary - that is, KIA of Puyallup, and Defendant's agent all are in Pierce County. James A. Krueger, esq., of the law firm of Vandenberg, Johnson & Gandara, located at 1201 Pacific Avenue (Wells Fargo Plaza), Suite 1900, Tacoma, WA 98402-4391, is Defendant's agent for Sawyer Corporate Group's business in the State of Washington. We found that out from the web-site of the Washington Secretary of State - Department of Corporations. [Their UBI Number is 602029155.] Our **EXHIBIT XIII** is a paper copy of the web page for UBI Number 602029155 in the web-site of the Washington Secretary of State - Department of Corporations.

In addition, a certified copy of the Annual Report for the Sawyer Corporate Group, Incorporated, which is our **EXHIBIT XIV**, also lists James A Krueger as the registered agent for the Defendant.

11. **Why did you serve your summons onto James A Krueger, esq., attorney and counselor at law.? What does Mr. Krueger have to do with this matter?.**

**Answer:** James A. Krueger, esq., of the law firm of Vandenberg, Johnson & Gandara, located at 1201 Pacific Avenue (Wells Fargo Plaza), Suite 1900, Tacoma, WA 98402-4391, is the listed registered agent of the Defendant, Sawyer Corporate Group, Incorporated, which owns KIA of Puyallup, per the following two sources:

(a) True and correct copy of PROFIT CORPORATION LICENSE RENEWAL & ANNUAL REPORT of SAWYER CORPORATE GROUP, INC., filed on 5 April 2010, Unified Business ID (UBI) Number 602 029 155 . This is our **EXHIBIT XIV**.

(b) Report UBI Number 602029155 from the web-site of the Washington Secretary of State - Department of Corporations. This web-site is called, "Corporate Division - Registration Data Search," and is available by following this web-path:

[http://www.sos.wa.gov/corps/search\\_detail.aspx?ubi=602029155](http://www.sos.wa.gov/corps/search_detail.aspx?ubi=602029155) . A hard copy of this web-page for UBI Number 602029155 is our **EXHIBIT XIII**.

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12. **You know that you cannot rely on the web-site of the Washington Secretary of State - Department of Corporations. How do you know that James A Krueger, esq., is in fact the registered agent in this State of Washington for Sawyer Corporate Group, Incorporated? Answer:** A true and correct copy of PROFIT CORPORATION LICENSE RENEWAL & ANNUAL REPORT of SAWYER CORPORATE GROUP, INC., filed on 5 April 2010, Unified Business ID (UBI) Number 602 029 155, which is our **EXHIBIT XIV**, also lists James A Krueger as the registered agent for the Defendant.