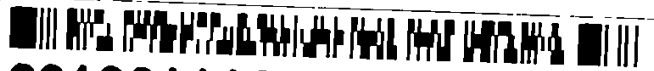


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HONEA LAW PLLC

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SEDRO-WOOLLEY WA 98284



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01/11/2019 02:17 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

Document Title:

JUDGMENT

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page ____

1) PARK SANG HO, PARK JUNG MYUNG

2) _____

Grantee(s):

☐ additional grantor names on page ____

1) TIM GRAHAM

2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____

TOWN OF WOOLLEY, S 165.24', BLKS 3 & 4, PLAT
OF WOOLLEY

Assessor Parcel /Tax ID Number:

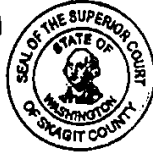
☐ additional parcel numbers on page ____

P 77461

18-2-00369-29
JD
Judgment
4620422



I, MELISSA BEATON, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 1-11-19



MELISSA BEATON, County Clerk

By: [Signature]
Deputy Clerk

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2019 JAN -9 AM 10:57

IN THE SUPERIOR COURT OF WASHINGTON
FOR SKAGIT COUNTY

TIM GRAHAM, a single man

Plaintiff,

vs.

PARK SANG HO and PARK JUNG
MYUNG, and their marital community,

Defendants.

Case No. 18-2-00369-29

JUDGMENT

[CLERK'S ACTION REQUIRED]

JUDGMENT SUMMARY

A. Judgment Creditors	Tim Graham
B. Attorneys for Creditors	Will Honea, Honea Law PLLC
C. Judgment Debtors	Park Sang Ho, Park Jung Myung
D. Judgment Amount	\$ 60,000.00
E. Prejudgment Interest (12/18/17 – 1/4/19)	\$ 7,215.45 (12%)
F. Attorney's Fees through 12/6/18	\$ 32,950.00
G. Taxable Costs through 12/6/18	\$ 976.12
TOTAL:	\$101,141.57

cc: Honea
Choi

1 THIS MATTER having previously come on for consideration before the Court upon the
2 parties' cross-motions for summary judgment and being decided as set forth in Exhibit A to the
3 Court's order dated December 6, 2018, the Court additionally considered the following in
4 considering the present Motion for Entry of Judgment:
5

- 6 1. Plaintiff's Motion for Entry of Judgment, Attorney Fees and Interest dated
7 December 21, 2018;
- 8 2. Declaration of Will Honea dated December 21, 2018, including Plaintiff's Cost
9 Bill;
- 10 3. Defendant's [sic] Response to Plaintiff's Motion to Enter Judgment dated
11 December 31, 2018;
- 12 4. Declaration of Boyoon Choi dated December 31, 2018;
- 13 5. Plaintiff's Reply in Support of Entry of Judgment, dated January 2, 2019;
- 14 6. Second Declaration of Will Honea dated January 2, 2019;
- 15 7. _____

16
17
18 This Court being fully apprised in the premises hereby **MAKES THE FOLLOWING**
19 **FINDINGS:**

20 1. Plaintiff and Defendant entered an integrated Option Agreement, Purchase
21 Agreement and Lease Agreement on May 13, 2016 (the "**parties' agreement**"), under which
22 Plaintiff paid a \$60,000 Option Payment to secure the right to purchase the Defendant's
23 Property at 210 Ferry Street Sedro-Woolley (the "**Property**") for the amount of \$1,024,000.

24
25 2. A condition of the parties' agreement was that Plaintiff would assume, and
26 Defendant would remain liable for, Defendant's \$450,000 mortgage secured by the Property.

27 3. Defendant's bank, Pacific City Bank, was unwilling to entertain assumption of the
28 mortgage, constituting failure of a material term of the parties' agreement.
29
30

1 4. The Court finds that rescission of the parties' agreement is the appropriate
2 remedy under the circumstances, requiring that Defendant disgorge and refund Plaintiff's
3 \$60,000 Option Payment.

4
5 5. Plaintiff is entitled to prejudgment interest running from December 18, 2017 (the
6 date of Plaintiff's demand) until January 4, 2019 on the \$60,000 Option Payment at issue in
7 this matter, or 379 days. Interest is calculated at the statutory rate of twelve (12) percent, or
8 \$19.73 per day, totaling \$7,215.45.

9
10 6. Plaintiff as the prevailing party in its claim is entitled by the parties' agreements to
11 recovery of reasonable attorney fees and costs.

12 7. In addition and/or in the alternative, Defendants motion for summary judgment
13 and opposition to Plaintiff's motion for summary judgment was not well-grounded in fact; not
14 warranted by existing law; and defendant failed to conduct reasonable inquiry into the legal
15 bases for their claims and defenses in bringing their motion for summary judgment and
16 opposing that of the plaintiff.

17
18 8. In light of the foregoing, reasonable attorney fees will be awarded to Plaintiff's
19 counsel for 131.8 hours at \$250 per hour for time spent in prosecution and defense of this
20 action, totaling \$32,950.00. The hours expended and rate are reasonable in light of the time
21 require to respond to defendant's claims and defenses, additional pleadings filed, and the
22 difficulty involved in deciphering defendant's arguments made in pleadings and motions.

23
24 9. Plaintiff is hereby awarded its costs incurred in this litigation, amounting to
25 \$976.12.

26 10. Postjudgment interest shall continue to accrue from the date hereof on any
27 unpaid balance at the rate of twelve (12) percent.

28
29 11. The Court has considered the requirements of CR 54(b) pertaining to entry of
30 final judgment in an action when a potentially offsetting counterclaim remains pending; the

1 Defendant's argument that final judgment should not be entered as a result; and the five-part
2 test set forth in *William B. Hulbert Trust v. Port of Everett*, 159 Wn. App. 389, 406 (2011).

3 While the Court does not purport to substantively rule on any of the Defendant's pending
4 counterclaims, it appears to the Court that rescission of the parties' integrated agreement may
5 obviate some or all of the Defendant's eleven counterclaims. The Court has also considered
6 that many of the Defendant's counterclaims are unsupported even by bare factual assertions in
7 the Defendant's counterclaim complaint. Additionally, the Court has considered that
8 Defendant has expressed an interest in appealing the Court's decision that rescission and
9 refund of Plaintiff's \$60,000 Option Payment is the appropriate remedy, which cannot occur
10 absent findings in support of a final judgment. In light of the foregoing, the Court finds that
11 there is no good reason for delay in entry of final judgment. *

12
13
14 Now, therefore, JUDGMENT is hereby entered in favor of Plaintiff Tim Graham and
15 against Defendants Park Sang Ho and Park Jung Myung. The Plaintiff is hereby awarded
16 principal judgment, attorney fees, costs and interest in the amount of \$101,141.57. Post-
17 judgment interest shall run at the statutory rate of twelve (12) percent commencing upon the
18 date of this judgment. Park Sang Ho and Park Jung Myung shall be jointly and severally liable
19 for payment of the total sum of this award.

20
21 DATED this 4th day of January 2019.

22
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32
JUDGE

* Further, to the extent Defendants' counterclaims are not
necessarily obviated by the Summary Judgment entered
herein, any remaining claims may be tried independently
of the questions adjudicated on summary judgment.

1 **Presented by:**

2 HONEA LAW PLLC

3
4
5 By: Will Honea, WSBA No. 33528
6 Attorneys for Plaintiff

7
8 **Copy Received; Approved as to Form;**
9 **Notice of Presentation Waived**

10 CHOI CAPITAL LAW

11
12
13 By: Boyoon Choi, WSBA 44929
14 Attorneys for Defendants

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32 **FINAL JUDGMENT - Page 5 of 5**

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