

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE**

STATE OF WASHINGTON,  
Plaintiff,

CASE NO: 01-2-05076-6

v.

**(1) REQUEST FOR Mediation or  
Arbitration/ and/or, in the  
alternative, REQUEST FOR A  
JURY TRIAL**

DENNIS LEE, d/b/a UNITED  
COMMUNITY SERVICES OF  
AMERICA, individually and on behalf  
Of the marital community of DENNIS  
LEE and ALISON DAVID,  
Defendants.

**(2) RESPONSE TO PETITION  
FOR ENFORCEMENT OF  
JUDGMENT & DECREE**

NOW Comes Dennis Lee before this honorable Court and Responds to Plaintiff's  
Petition as follows:

**1. JURISDICTION AND VENUE**

- 1.1 Mr. Lee neither affirms nor denies this statement.
- 1.2 Deny any violations alleged to have occurred anywhere within the State of Washington.
- 1.3 Object to Personal Jurisdiction.
- 1.4 Object to Subject Matter Jurisdiction.

**2. PARTIES**

- 2.1 Mr. Lee neither affirms nor denies this statement.
- 2.2 Deny.
- 2.3 Deny.
- 2.4 Deny.

**3. NATURE OF TRADE OR COMMERCE**

- 3.1 Deny.
- 3.2 Deny.

**4. FACTS**

**RECEIVED**  
**APR 11 2006**  
ATTORNEY GENERAL'S OFFICE  
CONSUMER PROTECTION DIVISION  
SPOKANE

- 4.1.1 Deny.
- 4.1.2 Not Applicable, since the later filed Stipulation entered into between the parties and filed with this Court on November 24, 2004 is now controlling.
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- 4.1.4 Not Applicable, since the later filed Stipulation entered into between the parties and filed with this Court on November 24, 2004 is now controlling.
- 4.1.5 Not Applicable, since the later filed Stipulation entered into between the parties and filed with this Court on November 24, 2004 is now controlling.
- 4.2.1 Deny, because this allegation mischaracterizes the Stipulation and agreement entered between the parties on November 24, 2004.
- 4.3.1 Deny.
- 4.3.2 Object. Shows in other states have no relevance to any proceedings in the State of Washington.
- 4.3.3 Deny.
- 4.3.4 Not Applicable, because the later filed Stipulation entered into between the parties and filed with this Court on November 24, 2004 is now controlling.

**5. FIRST CAUSE OF ACTION**

- 5.1 Mr. Lee neither affirms nor denies this statement.
- 5.2 (a) Deny.
  - (b) Deny.
  - (c) Deny.
  - (d) Deny.
  - (e) Deny.
  - (f) Deny.
  - (g) Deny.

**6. SECOND CAUSE OF ACTION**

- 6.1 Mr. Lee neither affirms nor denies this statement.
- 6.2 Deny.

**In Defense of his appearance in the State of Washington on February 7, 2006 Mr. Lee submits the following statement:**

**STATEMENT OF DENNIS LEE**

It is my firm belief that the present petition has been filed against me solely because of a misunderstanding about the terms of the Stipulated Agreement entered in this Court on November 24, 2004, an agreement entered to settle the 2001 action against me. For this reason, and all the reasons stated herein, I respectfully request this honorable Court to remand these proceedings to either mediation or arbitration before either side spends the vast amounts of money that both sides spent previously, only this time engaged in an exercise in futility, pursuing an issue on which both sides essentially agree.

I was not selling products in Washington on February 7, 2006, or, for that matter, have I sold them at any other time since the first action began in 2001. In fact, being now 60 years old, and tired of fighting to make this a better world through United Community Services of America, or Better World Alternatives, I decided, just before the BWA tour, to quit the dealership product sales effort and focus on my memoirs, research, and the pursuit of my religious convictions. Prior to the Washington State presentation, I transferred my interest in BWA and agreed with the owners that I would host their tour shows PURELY AS A VOLUNTEER. I did NOT want to receive ANY commissions or pay (or any other compensation) in return for doing so. I was doing it sort of as an endorsement of the project and as a spokesperson, one with whom people can relate as the old man in the project. It may be that my definition of a salesperson differs from that of the Plaintiff, but I was, and still am, of the opinion that I was NOT acting as a salesperson the evening of the presentation referred to in the Plaintiff's documents.

The plaintiff has assured me, in writing in the Stipulated Agreement that now controls, that the problems we had previously encountered with the Plaintiff, now ONLY involved ME, and not United Community Services of America or anything they were doing. It also did not involve the Marital Community (my wife.) My understanding was then, and is today, that as long as the \$500 monthly payments were being made and I was not personally selling in Washington State, that there was no problem with United Community Services of America or any of the dealers continuing to market the UCSA product line. No action has ever been brought by the Plaintiff against the corporation of United Community Services of America, or any of the UCSA dealers, for marketing their product line. While it may have been the intentions of Mr. Zurlini's

predecessor to involve it, United Community Services of America, Inc, was never involved. Upon finally realizing that oversight, the Plaintiff did not immediately bring such an action to stop behavior he believed to be illegal, but, rather, he signed an agreement (referred to herein as the controlling document) that specifically stated that United Community Services of America was NOT a party to the action. In fact, it stated that this action was ONLY against Dennis Lee. One can only assume that the Plaintiff did not have sufficient evidence or confidence that there was anything illegal or improper about the activities of United Community Services of America marketing their product line to then bring a legal action against that party. So, knowing full well that there were dealers in the State of Washington selling and advertising the exact same product line, the Plaintiff did not start another action against United Community Services of America, Inc. or any of its associates, but, rather, was content to get \$500 every month until \$25,000 was paid as a settlement on what is admitted in the original judgment to have been \$60,000 in legal fees incurred to get it. This could hardly be considered a victory, but, in light of the fact that the \$60,000 was virtually uncollectable, it was the best the Plaintiff could have done under the circumstances, and, I believe, it was the best decision for Washington taxpayers. The action did not even attempt to stop the promotion of the products or of the project, ALL it did was recover less than half of the expenses for the action and keep Dennis Lee, personally from selling in Washington State. I repeat, virtually no one was restricted, in the controlling document, except Dennis Lee. To add support to my contention that the Plaintiff had no problem with the product line or with what was being promoted, on the night of the presentation, the Plaintiff did NOT bring charges against Better World Alternatives, Inc for marketing the product line, but, rather, brought an action against Dennis Lee (and the marital community which Plaintiff had specifically excluded in the controlling document) for a violation of the controlling agreement. Once again, the controlling agreement was not mentioned, but the judgment that preceded it was hauled out and, inappropriately distributed to the crowd.

As relates to the controlling document, Dennis Lee agreed to cause the \$500 monthly payments to be made on time, and, they had always been paid on time. In fact, they are still being paid in a timely fashion even during this contest. This brings me to the point. It may have been a mistake for me to host the Seattle presentation. If I offended someone by doing that I am sincerely sorry. It is evident that had I not hosted it, there would have been no problem, since the Plaintiff apparently has no problem with anyone EXCEPT me presenting the product line as indicated by Plaintiff's actions (and inaction) in the past and present. I was confused on the night of the meeting when the AG's office insisted on handing out the judgment that had been since superceded by the controlling document (without even mentioning the controlling document), and I actually thought it had been a

mistake. It looked to me like someone from the Attorney General's office thought the judgment to be the only document, and thought, therefore that this meeting was a violation. Had they passed out the controlling document as well, or had they just called me prior to the meeting to alert me to their concerns, then I would have known that they would be offended by me hosting the event. A private conversation I had with the Plaintiff at the time of the settlement gave me every reason to believe that he would not have been offended by what I was now doing, especially since we were making all the payments in a timely manner. Not passing out the second document made the fact that they insisted on passing the first document out make sense to me. It was just a mistake. I believed that I had agreed to not act as a salesman and to not personally profit by selling the products in Washington. I clarified the point, prior to the meeting, that I was not getting any commissions on any sales or being paid in any way and did not wish for people to purchase anything at the meeting. Having no interest in BWA ownership, and knowing I was in the process of withdrawing from United Community Services of America, there was no conflict in my mind. I was merely there as a host.

Any other interpretation of our controlling agreement but that the Plaintiff did not want to see ME sell and profit personally seems meaningless. I know it was not about my exercising free speech. If ANYONE but me would have been allowed to make the presentation of products that have been sold in Washington State (without any further legal action) for over a year with the full knowledge of the Plaintiff, then what is the problem? The only logical interpretation of that agreement is that the Plaintiff did not want to see ME, personally, SELLING? I guess the question is, what is the difference between hosting and selling? In fact, all the participants (including the owners of Better World Alternatives) with the exception of me were specifically released from the judgment in the controlling document, since all of them are UCSA dealers. Every existing UCSA dealer was, by agreement, allowed to continue selling the product line. Any of them would be allowed to make the presentation. Frankly, I was shocked by the actions of the Plaintiff. I am not saying that the Plaintiff has endorsed the product line, but he certainly has knowingly done nothing to stop anyone but me from selling it, and has actually consented to their doing so in writing.

It makes absolutely no sense for more of the tax payer's money to be spent in the pursuit of me. I am done. \$60,000 was already spent and was uncollectable from me. I have no tangible assets to pursue. There was a settlement (which UCSA, Inc helped pay through their cash flow) for \$25,000 which is still being paid with no delinquencies thus far in payments. As I had previously discussed doing, I am surrendering my ownership of United Community Services of America to new owners for

the whopping payment of one dollar. The new owners have enough burden to keep the project going. My interest in BWA also got me a dollar. In what manner would it benefit the taxpayers of Washington State to throw more money into legal fees to pursue more uncollectable debt? I will do whatever I must to defend myself in this, but, contrary to the belief of the Plaintiff, I have never been about money and I do not have a pile of money anywhere. As long as I can eat, I am content. I believe I am being singled out and harassed and that this action may be a violation of the controlling agreement. Passing out a superceded judgment that was not even against BWA at that meeting and deliberately giving the participants a false impression of the Plaintiff's feelings about the product line could be interpreted as a violation of the spirit of the controlling document. UCSA has considered discontinuing their support in making the payments, or, at least to put them in escrow pending the outcome of this action. They are willing at this point to continue paying.

I will fight this action all the way. This time the defense lawyer will not be in surgery should we be served notice of any judgment and we will NOT miss our opportunity for the appeals process. I am confident that had we been properly served notice of the Summary Judgment and our legal counsel not been recovering from life threatening surgery, the prior Summary Judgment would have been reversed on appeal.

In conclusion, I am sorry if I offended the Plaintiff by being the one to host that small event of thirty or forty people (most of whom were already UCSA dealers, or had come down from Canada to meet me and were not even from Washington State... which is why canceling it was out of the question for me.) I believe that in the interests of justice and in the welfare of Washington State taxpayers, there should be an attempt to arbitrate this prior to going forward with it. At this time there has not been a large investment of legal services on the part of the Plaintiff or the Defendant, and, perhaps the Plaintiff's actual legal expenses for this misunderstanding could be added to the settlement to extend the payments. I would be willing to agree not to appear in public in Washington State for any reason if that is the desire of the Plaintiff. I must come to Washington State, my elderly mother lives there, or I would agree to stay away from the state entirely. I think this is an unfortunate misunderstanding that could needlessly waste a lot of time and resources. It is my belief that the best way for this to be resolved is through arbitration to avoid any more losses to both sides of this matter. Thank you for reading this.

**WHEREFORE**, the reasons stated above in defense of the allegations made, Mr. Lee prays for the following relief from this honorable Court:

To Dismiss this Petition in its entirety and permit Mr. Lee to proceed with following the conditions set forth in the controlling the Stipulated Agreement between the parties entered in this Court on November 24, 2004, including continuing with the monthly payments that have been timely made since the filing of the agreement in November of 2004.

**IN THE ALTERNATIVE**, should the State of Washington be permitted to go forward with its petition, Mr. Lee respectfully requests this honorable Court to:

1. Remand this proceeding to mediation or arbitration.
2. Should mediation or arbitration fail to resolve this issue fully, then Mr. Lee requests this honorable Court to preside over a full hearing on the merits and to **empanel a jury** to determine the factual issues surrounding the events occurring on February 7, 2006 and to determine whether or not, under those specific facts, Mr. Lee violated the presiding Stipulated Agreement between the parties.

Date: April 11, 2006

RESPECTFULLY SUBMITTED;

A handwritten signature in black ink, appearing to read "Dennis Lee", with a long horizontal line extending to the right.

DENNIS LEE, pro se  
3002 Route 23 North  
Newfoundland, NJ 07435  
973-208-7097

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3002 Route 23 North  
Newfoundland, New Jersey 07435  
973-208-7097

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APR 11 2006

ATTORNEY GENERAL'S OFFICE  
CONSUMER PROTECTION DIVISION  
SPOKANE

April 7, 2006

Clerk of Superior Court  
Spokane County  
1116 W. Broadway  
Room 300  
Spokane, WA 99260

Re: State of Washington v. Dennis Lee, et al  
Spokane County Superior Court Case Number: 0105076-6

Dear Clerk of Court:

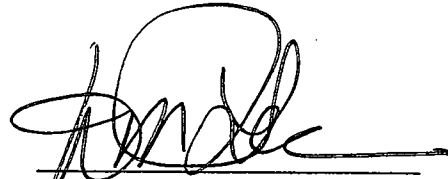
Enclosed please find my timely filed Answer to Plaintiff's Petition for Enforcement. Please note that for all of the reasons set forth in my statement herein filed within the text of my Answer, I am requesting mediation or arbitration as a practical and judicious means of resolving this controversy. In the alternative, I am requesting a jury be impaneled to determine the validity of the factual issues that Plaintiff is alleging.

PROOF OF SERVICE

I affirm that, on today's date, I served a copy of the enclosed documents on the plaintiff's counsel, by First Class Mail through the United States Postal Service as follows.

✓  
Mr. Jack Zurlini, Esq.  
Office of Attorney General  
1116 W. Riverside Avenue  
Spokane, WA 99201-1194

Dated this 7<sup>th</sup> day of March 2006

  
Dennis Lee