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PAUL L. DANIELS  
COUNTY CLERK  
SNOHOMISH CO. WASH.

Civil Motions Judge's Calendar  
Tuesday, September 10, 2002, 9:30 a.m.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SNOHOMISH

TAE YON KIM,

Plaintiff,

vs.

JEFFREY DEAN, DEBORAH M. DEAN, and  
the marital community composed of JEFFREY  
DEAN and DEBORAH M. DEAN,

Defendants.

NO. 01-2-10500-9

**KIM DECLARATION IN SUPPORT OF  
RESPONSE TO DEANS' MOTION FOR  
SUMMARY JUDGMENT**

TAE YON KIM declares:

1. I am over the age of 18, a resident of the State of Washington, and knowledgeable of, and competent to testify to, the matters below.

**Early Years**

2. I began working for Jeffrey Dean at Spectrum Print & Mail Services Ltd. ("Spectrum") in 1996. Jeff held himself out as the owner and manager of the company. It was not until Deborah Dean wrote to my attorneys on November 5, 2001, that I learned that the company was held in Deborah's name rather than Jeff's.

3. My primary job at Spectrum was as a software developer, although I had other responsibilities, as well. Other than Jeff and Deborah, the only employees were me and John Elder. Jeff ran most of the daily operations; Deborah handled paperwork and finances. We all worked side-

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1 by-side out of the Jeff and Deborah's home. Spectrum performed variable data printing, high-speed  
2 data merging, and other functions for organizations that need database management. For example,  
3 Spectrum later helped British Columbia administer its database of people who had received traffic  
4 citations.

#### 5 **Promises of Sharing in the Sale of Spectrum**

6 4. By 1999, Spectrum grew to a company of a couple dozen employees. I had more  
7 seniority than anyone other than the Deans. Jeff often referred to me as "Employee #1," and John  
8 Elder as "Employee #2." Jeff consistently promised us financial success. Frequently, and on more  
9 than one occasion, Jeff promised me and John that if the company did well and was ever sold, we  
10 would be rewarded handsomely. He would say that if we worked hard now, all the work would pay  
11 off later. He would often say we would be "taken care of" financially. He used those words often.

12 5. In 1999, Global Election Systems ("Global") expressed interest in buying Spectrum  
13 from Jeff and Deborah. Jeff, John, and I would often go to Azteca Restaurant for business discussions.  
14 It was a place where we would not be interrupted and we would strategize about the company and its  
15 sale to Global. During one lunch at Azteca in 2000, Jeff told me and John that we would receive  
16 "seven figures" if the sale went through. In regard to the money, he asked, "Is this enough?" or "Will  
17 two million be enough?"

18 6. As negotiations about the sale of Spectrum developed, Jeff often called John and I into  
19 meetings to discuss Spectrum's stock value. Jeff said he was striving to get a fair price for the  
20 company so that he could give us what he had promised. As the sale date approached, meetings were  
21 held more often to give us information about the negotiations. In those meetings, Jeff often told people  
22 that I was "Employee #1" and that I was already "vested."





1           13.     Late that morning I received an e-mail message from a Global representative informing  
2 me that attached to the message was an employment agreement and that I should consult with an  
3 attorney before I signed the agreement. I had never signed an employment agreement before and did  
4 not know what to expect. When I read the agreement, I feared that I was not in the best position to  
5 sign such a document and wanted to seek legal counsel on whether to sign it. I called John Elder, who  
6 received the same employment agreement and who was in California on business, to discuss my  
7 concerns. John agreed that this was a serious document, which neither one of us fully understood. We  
8 both agreed that we would not sign the document that day.

9           14.     Shortly thereafter, Jeff called again to ask me if I had signed the agreement. I told him  
10 that I wanted more time and that I could not sign the document until I had a chance to get some legal  
11 counsel. Jeff told me that there was no time to seek legal counsel because Global wanted to close the  
12 deal that day to record the purchase for that fiscal quarter, which ended the next day. I still refused to  
13 sign the document and Jeff became angry and frustrated. He told me the future of the company was at  
14 stake, that my future was at stake, that this sale was what we had been working for, and that the money  
15 he had promised me was based on the sale of the company.

16           15.     A few hours later in the late afternoon, Jeff called again and said that I would receive  
17 another e-mail message containing a revised employment agreement. The biggest changes were that  
18 the agreement was between me and Spectrum (not Global) and the agreement would expire at the end  
19 of the year. Jeff promised that we would all sit down and discuss the issues, while having an  
20 opportunity to think things through. He promised me that a new employment agreement would be  
21 made at the beginning of the new year and pointed out the duration clause of the employment  
22 agreement.



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20. I have not received from the Deans or their attorney the \$500 that the Court ordered them to pay in June 2002.

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

SIGNED this August 29, 2002, at Seattle, Washington.

  
TAEYON KIM

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