

Mr. **Terry Lee**  
President, Terry Trading  
terrytrd@korea.com

Telephone: 011 213 0932

**Friday, 20 November 2009**  
Re: Hyundai ITEL #308 Contract Initiation

Dear Mr. Lee,

Thank you for your further contact by email and telephone this evening. Pursuant to our discussion I would like to propose the following in order to secure my current residence in the immediate, near, and distant future.

**NOVEMBER 21<sup>ST</sup>, 2009 PAYMENT TO SECURE CONTINUED RESIDENCY**

- KRW1,000,000 to insure future possession of the apartment.  
Beneficiary: Lee Jae Hak  
Bank account No.: 889-06944-265-01  
Name of bank: Citibank, Seoul

**POST-PAYMENTS TO BE MADE ON DECEMBER 20<sup>TH</sup> 2009**

- KRW159,100 - Payment of November rent under current contract **post-rated as below**
- Payment of November management fee under current contract **post-rated as below**
- Payment of utility fees for the month of November **post-rated as below**

30 days - 19 days = 11 days  
 $11 \div 30 = 0.37$  post-rating fraction

- KRW262,300 - Payment of December rent under current contract **post-rated as below**
- Payment of December management fee under current contract **post-rated as below**
- Payment of utility fees for the month of December **post-rated as above**

19 days of 31 days  
 $19 \div 31 = 0.61$  post-rating fraction

**DECEMBER 20<sup>TH</sup> PAYMENT - NEW CONTRACT BEGINS**

- KRW420,000 - Payment of December-January (12/20-01/19) rent under new contract
- KRW42,000 - 10% VAT tax on December-January (12/20-01/19) rent under new contract
- Payment of December-January management fee under new contract
- KRW2,000,000 - Payment to complete a KRW3,000,000 deposit for the new contract

31 days - 19 days = 12 days  
 $12 \div 31 = 0.39$  pro-rating fraction  
 $0.39 \times \text{KRW}420,000 = \text{KRW}163,800$   
 $0.39 \times \text{KRW}42,000 = \text{KRW}16,380$

Utilities for the full month of December will be paid after the month of December has been completed.

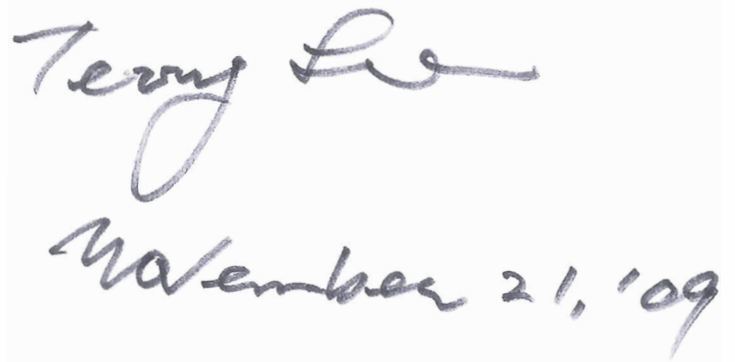
*A New Beginning*

All documents requested by Mr. Lee or his representative will be presented tomorrow, 21 November 2009, by the current resident to insure his good faith vis-a-vis his promise to enter into new contractual agreement on 20 December 2009.

Accordingly, the landlord will put into writing his assurances with regard to the current resident's 18 November 2009 13:25:21 GMT+09:00 email and provide the current resident with a copy of the 20 December 2009 - 19 December 2010 rental agreement before this proposal is concluded.

Sincerely,

**Roddy Stegemann**  
moogoonghwa@mac.com



Terry Lee  
November 21, '09

302-720 대전 서구 법원길 6 (둔산동)  
대전지방법원 김등찬 선생

**Friday, 4 June 2010**

Reference Number: 2010가단 19621

Re: Change of Address and Release or Disposal of Belongings

Dear Mr./Ms. Kim,

On 28 May 2010 I reported my unexpected departure for Thailand to the Daejeon Court and provided a list of belongings allegedly claimed by Mr. Seong Jong Gu as his. In addition, I promised the court to provide it with an address where I could be reached in Thailand as soon as I was permanently settled. As I am now permanently settled I am providing this address:

Rajabhat Internship Center  
Udon Thani Rajabhat University  
64 Thaharn Road  
Makkhang, Muang, Udon Thani  
Thailand 41000

Although I still do not have a telephone number, I am still reachable by email at the following addresses: [moogoonghwa@mac.com](mailto:moogoonghwa@mac.com) and [kiausau@mac.com](mailto:kiausau@mac.com).

As I no longer have a need for the aforementioned belongings, and as neither my landlord, nor the management of Hyundai ITEL has claimed them as theirs, I hereby release them to the court for distribution to Mr. Seong Jong Gu, if he so desires and the court permits.

If no distribution is to be made, then please notify me as soon as possible, so that I can have them removed and release the apartment for occupancy by another tenant of my landlord's choosing.

If the court decides to release them to Mr. Seong, then please set a date for their removal by Mr. Seong that falls before 20 June 2010, the day on which my June rental payment is due. Please notify me accordingly.

A hard copy of this letter has been sent to the court by airmail. Please accept this copy as valid until the hard copy has arrived.

Sincerely,

**Roddy A. Stegemann**, A.B., M.A., M.A.  
[moogoonghwa@me.com](mailto:moogoonghwa@me.com)

관리비: 2010가소 17407  
담당재판부: 민사4단독  
법원주사: 유재운  
직동 전화: +82 (0)42 470 1750  
본관5층 505호  
email: [djbmd004@scourt.go.kr](mailto:djbmd004@scourt.go.kr)

cc: Hyundai ITEL Management: 302-831 대전 광역시 서구 둔산1동 1457번지 둔산현대아이텔

## Hyundai ITEL #308

List of Abandoned Belongings

QUANTITY	ITEM DESCRIPTION
2	sofa chairs
2	sofa cushions
1	coffee table with glass top and green buffer
1	desk chair with swivel-base, inclining-backrest, and arm-rests.
4	plastic trash buckets with covers
2	bed pillows: one very large and one small
1	pillow cover for small pillow
1	comforter
2	bed sheets: one pink and white, and one blue
1	large wall clock
1	small plastic alarm clock
1	extensible clothes rack
1	laundry basket
1	ironing board
1	miscellaneous dishes, glass ware, and cooking utensils.
2	large round plates
2	small round plates
2	large square plates
2	small square plates
2	wine glasses
2	small cups
3	steel eating spoons
3	sets of steel eating sticks
1	metal spatula
1	metal serving spoon
1	plastic cooking spoon
1	high-grade kitchen knife
4	accessories to a rice cooker that was given to another colleague at Mr. Seong's request.
1	Hanaro Telecom modem and adapter

All of the above belongings were present in the apartment when I took possession in November 2009. None of them were claimed by either Hyundai ITEL management or my landlord.

To the extent that Mr. Seong has a right to them is up to the court to decide. I hereby give permission to Hyundai ITEL management to release them for distribution at the court's request.

**From:** Roddy A. Stegemann <moogoonghwa@me.com>  
**Subject:** 2010가간19621 - FIVE KEY POINTS for TOMORROW'S HEARING  
**Date:** 13 July 2010 4:23:12 PM GMT+03:00  
**To:** 강 홍구 <anellis1@hotmail.com>



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Tomorrow, if there is no delay in the proceedings, there will be several sensitive points of which you should be made aware in advance:

1) The first point I have already made in a previous email. My writing (not signature) on a document that Mr. Seong submitted as evidence that I acknowledged his ownership of the disputed belongings. Once again, the only reason that I entered into the negotiation was because: one, I knew that Mr. Seong would have a difficult time trying to recover compensation from Times Media; and two, Mr. Seong had something that I wanted -- a certificate that could prove my value as a TESOL instructor. As he never responded to my offer the negotiation was dropped.

2) To the best of my knowledge Mr. Seong has not provided one receipt for payment of any of the belongings that he claims are his.

3) I have never entered into any written or oral agreement with Mr. Seong. All agreements were either between Times Media and me, or between the Korea Herald and me. Mr. Seong only had an agreement with Times Media -- never with me.

4) In my contract with the Korea Herald (aka Times Media) I am made responsible for all utilities and my employer withholds deposit money to cover those fees in the event of default. As I never entered into agreement with anyone -- neither Mr. Seong, nor Hyundai ITEL, nor SK Telekom -- but my employer, my employer was responsible for everything that went unpaid with regard to my housing.

At the Labor Commission I asked for approximately KRW 5,000,000 in compensation, and I settled for KRW 3,000,000, as I knew that I was receiving housing benefits that I was never asked to pay and for which I never entered into agreement with anyone but my employer. In short, I have already paid Times Media for my housing. Mr. Seong is suing the wrong party!

5) After I left Korea I know longer needed the belonging and did not have time to dispose of them. It is only for this reason that I offered them to the court for delivery to Mr. Seong -- not because I believe that Mr. Seong is entitled to them.

Please make sure that the judge understands these five points, and please make sure the Mr. Seong compensates me for my legal fees to you.

Finally, I promise to pay you no matter the outcome, as I know that you have no control over how the judge rules.

[Roddy A. Stegemann](#), A.B., M.A., M.A.

Instructor, Udon Thani Rajabhat University

[moogoonghwa@me.com](mailto:moogoonghwa@me.com)  
[stegemann@udru.ac.th](mailto:stegemann@udru.ac.th)  
[kiausau@u.washington.edu](mailto:kiausau@u.washington.edu)  
[iwato@umich.edu](mailto:iwato@umich.edu)

**From:** KangHong-Koo <anellis1@hotmail.com>  
**Subject:** RE: 2010가간19621  
**Date:** 14 July 2010 11:13:20 AM GMT+07:00  
**To:** moogoonghwa@me.com

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The owner of the apartment refuse to return deposit money if you don't take away furnishings today.

And Mr.Seong refuse to receive the furnishings until Judge's sentence.

So I want you to pay my fee in advance in US dollars(\$550).

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**From:** [moogoonghwa@me.com](mailto:moogoonghwa@me.com)  
**To:** [anellis1@hotmail.com](mailto:anellis1@hotmail.com)  
**Subject:** Re: 2010가간19621  
**Date:** Wed, 14 Jul 2010 08:13:08 +0700

Yes, please move forward.

Did you receive my email with regard to the five key points ?

If you did not, I will send them again, as I believe you will find them very helpful.

[Roddy A. Stegemann](#), A.B., M.A., M.A.

Lecturer, Udon Thani Rajabhat University

[moogoonghwa@me.com](mailto:moogoonghwa@me.com)  
[stegemann@udru.ac.th](mailto:stegemann@udru.ac.th)  
[kiausau@u.washington.edu](mailto:kiausau@u.washington.edu)  
[iwato@umich.edu](mailto:iwato@umich.edu)

On 14 Jul 2010, at 08:06 AM, KangHong-Koo wrote:

I can't make any promise about deposit case.

If you want to pay with recovered deposit money, you must pay KRW 700,000 including some possible extra expense.  
It is very exceptional for me and good-will for foreigner.

If you agree with my proposal, I will prepare for second hearing.

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내가 갖고 있는 모든 메일 계정을 한 눈에! [윈도우 라이브 메일 바로가기](#)

**From:** "Roddy A. Stegemann" <moogoonghwa@me.com>  
**Subject:** **Re: 2010가간19621**  
**Date:** 14 July 2010 08:13:08 AM GMT+07:00  
**To:** 강 홍구 <anellis1@hotmail.com>



---

Yes, please move forward.  
Did you receive my email with regard to the five key points?  
If you did not, I will send them again, as I believe you will find them very helpful.

[Roddy A. Stegemann](#), A.B., M.A., M.A.

Lecturer, Udon Thani Rajabhat University

[moogoonghwa@me.com](mailto:moogoonghwa@me.com)  
[stegemann@udru.ac.th](mailto:stegemann@udru.ac.th)  
[kiusau@u.washington.edu](mailto:kiausau@u.washington.edu)  
[iwato@umich.edu](mailto:iwato@umich.edu)

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강홍구

Mr. **Kang Hong Koo**

Attorney

[anellis1@hotmail.com](mailto:anellis1@hotmail.com)

Telephone: +82 (0)10 8815 0695

**Tuesday, 20 July 2010**

Shinhan Bank

Account No.: 180-002-493809

Swift Code: SHBKRRSE

Re: 2010가간19621, Hyundai ITEL #308, Kang Hong Koo

Dear Mr. Kang,

Over the weekend I tried to make an online sale of a portion of my assets and was told that if the transaction were completed that I would fall below the minimum amount necessary to avoid a penalty fee. It is for this reason that no sale took place and no payment has been made to your person.

Thus, I would like once again to encourage you to accept a portion of my landlord's yet unpaid deposit money as payment for my outstanding and forthcoming legal fees to you. The outstanding sum is approximately KRW2,648,000 (see attached sheet entitled *Estimation of Money Owed by My Landlord to Me*). In addition, it is my sincere hope that you are able to win 2010가간19621 and can have Mr. Seong Jong Gu (성종구) compensate me for some portion or all of my legal fees to you.

Surely these two sources of payment -- one that is quite real, and the other that is probable according to your own judgment -- should be enough security for you.

In order to assist you in your dealing with my previous landlord Lee Yeong Jae (이용채) trading as Terry Trading Co.(테리교역) I have attached a summary of my email correspondence with him. For every entry in this long list of correspondence I have an email of documented proof that I can send you on request. Based on this correspondence it appears that someone has been living in my apartment since June 15<sup>th</sup> 2010 and that my belongings are still in the apartment. With the understanding that my belongings are being used by said tenant I have estimated an outstanding credit of KRW 2,648,000.

Now, if you find this arrangement unacceptable there is little more that I can do, as you have already told me that you cannot accept my VISA card without my being present in Korea.

Sincerely,

**Roddy A. Stegemann**, A.B., M.A., M.A.

[kiausau@me.com](mailto:kiausau@me.com)

Bank Name: TMB Bank Public Company Limited  
SWIFT Code: TMBKTHBK  
Account Name: MR. R A STEGEMANN  
Savings Account Number: 516 2 04123 9  
Country Name: Kingdom of Thailand

Telephone: +66 (0)42 2111 08  
Udon Thani • Kingdom of Thailand • 41000



## Estimation of Money Owed by Landlord to Me

### Outstanding Credits and Debits

AMOUNT	NATURE OF CREDIT
KRW 3,000,000	Housing Deposit
KRW 74,800	June rent paid on May 20 <sup>th</sup> less 15 days (estimated)
<b>KRW 3,074,800</b>	<b>TOTAL</b>
AMOUNT	NATURE OF DEBIT
176,000	Management fee from May 22 <sup>nd</sup> to June 15 <sup>th</sup>
250,000	Real Estate Fee
<b>KRW 426,000</b>	<b>total</b>
AMOUNT	NET CREDIT
	Amount owed by my landlord to me
<b>KRW 2,648,800</b>	<b>KRW 3,074,800 - KRW 426,000</b>

### Calculation

AMOUNT	NATURE OF CHARGE
KRW 463,000	<b>Monthly Rent</b> May 20 to June 20 = 31 days May 20 to June 15 = 26 days $26 \div 31 = 0.84$
KRW 74,800	$463,000 - (0.84 \times \text{KRW } 463,000)$
KRW 220,000	<b>Estimated Monthly Management Fee</b> May 22 to June 22 = 30 days May 22 to June 15 = 24 days $24 \div 30 = 0.80$
KRW 176,000	$\text{KRW } 220,000 \times 0.80$

NOTE: These calculations are based on the notion that a new tenant has lived in my previous apartment since 15 June 2010.

Record of eMail Correspondence with Lee Yeong Jae trading as Terry Trading Co. between May 25th and July 7th 2010

Includes record of telephone calls and other contacts

<b>Nature of Correspondence with Annotation</b>	
<b>May 24th</b>	Inform landlord of my expected departure for Thailand on May 31st or June 1st.
<b>May 26th</b>	Landord promises to wire deposit money, if he is unable to find a new tenant before my departure.
<b>May 29th</b>	<p>Informed by landlord that he expects to receive three plastic keys upon my departure. I inform the landlord that I was given only one and cannot be made responsible for keys that I never received.</p> <p>NOTE: Either management is not telling the truth, or three keys were issued to Mr. Seong, and he returned only one when I took possession of the apartment.</p>
<b>May 31st</b>	I depart for Thailand and leave all keys that were issued to me with management on the morning of my departure.
<b>May 31st</b>	Informed by my landlord that he has found a new tenant who would likely be moving into my apartment on 1 June 2010. I am further told that I must have all of my belonging removed from the apartment by 12 noon, 1 June 2010.
<b>June 1st</b>	Explain to landlord that my rent is good until 20 June 2010 and that my belonging should remain in the apartment until then.
<b>June 1st</b>	Informed by landlord that I have no legal right to the apartment after my departure.
<b>June 2nd</b>	Informed by landlord again that my belongings are still in the apartment and that I have no legal right to the apartment.
<b>June 4th</b>	I write a letter to the Court of Daejeon (see attached copy). The letter explains to the court my change of address, instructs the court to release my belonging to Mr. Seong, if it so desires. In addition, I explain to the court that my last rent payment expires on 20 June 2010, and that I do not intend to pay rent after this date. The letter is sent by registered mail. An email copy is sent to both the court and my landlord.
<b>June 12th</b>	<p>Informed by landlord that the new tenant would be moving into my apartment on June 14th and that I should have my things removed by June 12th. I am further told by my landlord that he will remove my things on his own and charge me for their removal, if I do not have them removed by this date. In addition, I am told that my court matters are personal and do not concern him.</p> <p>NOTE: I am not told whether this is the same tenant or another tenant. I am only told of the change in dates. In effect, I only know that his intended removal date has been changed. Also, keep in mind that my Mr. Seong is my landlord's previous tenant.</p>

Record of eMail Correspondence with Lee Yeong Jae trading as Terry Trading Co. between May 25th and July 7th 2010

Includes record of telephone calls and other contacts

<b>Nature of Correspondence with Annotation</b>	
<b>June 16th</b>	<p>I sent an email to korea.com asking korea.com to ask my landlord to stop sending spam.</p> <p>NOTE: Between May 24th and June 6th I received 54 emails from my landlord. In return I sent only 18. Much of the mail that he was sending me was abusive and threatening.</p>
<b>June 18th</b>	<p>I propose two course of action that my landlord can take with regard to my belonging: one, call Mr. Seong and have him remove them, or simply dispose of them. I further told him that I would cover the cost of their disposal.</p> <p>NOTE: June 18th is a Friday. As no acknowledgement to my 4 June letter to the Daejeon had been received, and as my next rental payment was due on June 20th, it was important that I take action with regard to my belongings.</p>
<b>June 20th</b>	<p>I call my landlord from Thailand and ask him whether he had received and read my June 18th email. He hangs up the telephone claiming that I must speak to him in Korean.</p> <p>NOTE: I called my landlord, because I had not received an email response. See copy of attached email documenting this conversation.</p>
<b>June 20th</b>	<p>I contact my friend Lee Hyeong Kweon and ask him to help me find a bilingual lawyer</p>
<b>June 28th</b>	<p>Receive an email from my landlord telling me that my belongings are still in his apartment, and that the new tenant had taken up residency on June 15th</p>
<b>July 1st</b>	<p>Unable to establish contact with you I contact my good friend Lee Hyeong Kweon again.</p>
<b>July 7th</b>	<p>Email contact is finally established between you and me.</p>

**From:** Roddy A. Stegemann <moogoonghwa@me.com>  
**Subject:** Thailand Update - Your Time in Court Is Nearing  
**Date:** 20 June 2010 14:46:41 PM GMT+07:00  
**To:** Terry Lee <terrytrd@korea.com>



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As a record of what has transpired during the past few days, I would like to inform you of the following:

On Friday, 18 June 2010, I sent you an email from the following address [hsrm@gol.com](mailto:hsrm@gol.com). In this email I proposed two courses of action that you could take in regard to the removal of my things from my apartment. Either of these actions would have freed my apartment for rental as of 20 June 2010, neither of these actions would have cost you anything but a telephone call in your native language.

As you did not reply, I called you today. Rather than discussing the matter intelligently, you hung up with the comment that you would only speak to me in Korean -- this, despite the fact that we have spoken English ever since I entered into contract with you on 20 November 2009.

Your unwillingness to close our business relationship in a mature and sensible manner has caused me to seek a Korean lawyer with whom you may speak English. Understand that I will hold you responsible for any and all costs to which you subject me by your unreasonable and seemingly inexplicable behavior.

For an individual who once claimed that he has never been to court, you appear all too eager to make an appearance.

Sincerely,

Roddy A. Stegemann  
Instructor, Udon Thani Rajabhat University

Begin forwarded message:

**From:** "Roddy A. Stegemann" <[kiusau@me.com](mailto:kiausau@me.com)>  
**Date:** 20 June 2010 14:23:51 PM GMT+07:00  
**To:** 이 형권 <[prima@molab.go.kr](mailto:prima@molab.go.kr)>  
**Subject:** Thailand Update

안영히 하세요!

I have now been in Thailand for two weeks and am very happily employed. I am teaching three courses in five classes. Ironically, one of the courses and three of my classes are about how to find a job. My students are very happy.

Unfortunately, my business in Korea has been left unfinished, and I am hoping that you can provide me with the contact information of a bilingual lawyer in Daejeon, as quickly as possible.

Roddy



판사 김 수 정

※ 이 결정서 정본을 송달받은 날부터 2주일 이내에 이의를 신청하지 아니하면 이 결정은 재판상 화해와 같은 효력을 가지며, 재판상 화해는 확정판결과 동일한 효력이 있습니다.

수정일 2011. 1. 24  
전자상지



변호사  
강홍구

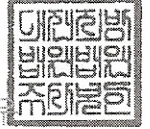
# 대전지방법원

정본입니다.

## 화해권고결정

2011. 1. 21.

법원주사 양현우



사 건 2010가소154511 임대차보증금  
 원 고 라디스태그만 (Roddy A. Stegemann)  
 라자마트 인턴십 센터, 우동 타니 라자마트 유니버시티,  
 64 테한 로드, 마크항, 무양, 우동 타니, 타일랜드 41000  
 원고 소송대리인 변호사 강홍구  
 피 고 이재학(750625-1010715)  
 서울 서초구 방배동 982-1 방배현대멤피스2 아파트 201동 102호

위 사건의 공평한 해결을 위하여 당사자의 이익, 그 밖의 모든 사정을 참작하여 다음과 같이 결정한다.

### 결정사항

1. 피고는 원고에게 2,000,000원을 2011. 2. 28.까지 지급한다.  
 만일 피고가 위 지급기일까지 위 금원을 지급하지 아니한 때에는 미지급 금액에 대하여 지급기일 다음날부터 갚는 날까지 연 20%로 계산한 지연 손해금을 가산하여 지급한다.
2. 원고의 나머지 청구를 포기한다.
3. 소송비용은 각자 부담한다.

### 청구의 표시

청구취지 및 청구원인 별지 소장 각 해당란 기재와 같다.

2011. 1. 20.



No.		<b>영 수 증</b> (공급받는자용)	
		라디스테그만 귀하	
공 급	사업자 등록번호	314-06-38260	
	상 호	변호사강흥구법률사무소	
급	사업 소재지	대전광역시 서구 둔산동 1300번지 (변호사회관 006호)	
	자 업 태	서비스 서비스	종목 변호사 변리사
작성년월일		공급대가총액	비고
2010 200 . 11. 15.		₩ 660,000	
위 금액을 정히 영수(청구)함.			
월일	품 목	수량	단 가
①	11. 15	차상금	600,000
		V.A.T	60,000
⑤			
⑩			
⑬	합	계	₩

No.		<b>영 수 증</b> (공급받는자용)	
		라디스테그만 귀하	
공 급	사업자 등록번호	314-06-38260	
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⑤			
⑩			
⑬	합	계	₩