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BENJAMIN PARK, et al., Plaintiffs and Appellants, v. KOREA RADIO USA, INC., et al., Defendants and Respondents.

B194433

COURT OF APPEAL OF CALIFORNIA, SECOND APPELLATE DISTRICT, DIVISION FOUR

2007 Cal. App. Unpub. LEXIS 9193

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PRIOR HISTORY: [*1]

APPEAL from a judgment of the Superior Court of Los Angeles County, No. BC347173. Kenneth R. Freeman, Judge.

DISPOSITION: Affirmed.

COUNSEL: Sullivan, Workman & Dee, Joseph S. Dzida and Theodore S. Khachaturian for Plaintiffs and Appellants.

Sedgwick, Detert, Moran & Arnold, Joseph Kouri and Michele L. Flowers for Defendant and Respondent Korea Radio USA, Inc.

Mitchell Silberberg & Knupp, Eric J. German, Daniel M. Hayes and James I. Bang for Defendant and Respondent Radio Seoul.

JUDGES: WILLHITE, Acting P.J.; MANELLA, J., SUZUKAWA, J. concurred.

OPINION BY: WILLHITE

OPINION

INTRODUCTION

Plaintiffs gave money to two investment companies but the companies misappropriated the funds for their own use. 1 Plaintiffs, in addition to suing the companies and their principals, sued the two radio stations on which the companies had investment programs. Insofar as is relevant to this appeal, plaintiffs alleged that the radio stations negligently endorsed and promoted the companies as qualified and expert investment counselors and, in reasonable and foreseeable

reliance upon those representations, plaintiffs invested, only to lose their money through the companies' defalcation. The radio stations demurred. The trial court held that as a matter of law **[*2]** plaintiffs' first amended complaint failed to establish that the stations owed them any duty. The trial court therefore sustained the demurrers without leave to amend and dismissed the complaint as to those two defendants. Plaintiffs' appeal challenges that ruling. We affirm.

1 Plaintiffs are: Benjamin Park, John Kim, Sung Kyu Kim, David Kinam Kim, Eunice Park, Hong E. Jung, Hwa Soon Choi, Haeyong Richard Ro, Henry Chung and Samuel B. Suh.

FACTUAL AND PROCEDURAL BACKGROUND

1. *The Complaint*

Plaintiffs' initial complaint alleged one negligence cause of action against the two defendants involved in this appeal, Radio Seoul and Radio Korea. In addition, plaintiffs sued the two hosts of the investments shows and their companies (collectively the hosts). [2] The complaint alleged defendants gave the hosts "free radio time during prime commuting hours . . . to host a show on stocks, investments and financial planning, and to promote [the hosts' companies]." Defendants allegedly "negligently endorsed and promoted" the hosts "as qualified and expert investment advisors" without investigating whether they were, in fact, qualified and licensed. After hearing the programs on defendants' stations, plaintiffs **[*3]** were "induced" to invest with the hosts. Plaintiffs further averred that defendants negligently failed to investigate whether the hosts invested plaintiffs' funds as represented.

2 Radio Korea hired Hyun Soo Jang and Radio Seoul hired Kang Sang Kim. The two men are the sole stockholders in Unus Capital Management, Inc., an entity which surrendered its investment adviser's license in November 2004. Jang is the principal stockholder in Peoplen Investment, Corp., an unlicensed entity. The order under review does not involve the plaintiffs' action against the two men or the corporate entities.

The trial court sustained a demurrer to the complaint with leave to amend. At the hearing, the trial court indicated that one deficiency in the complaint was its conclusory allegation that defendants had endorsed and promoted the hosts. In particular, the court, after discussing applicable precedent, noted that plaintiffs had failed to allege "some sort of action by the [defendants] that indicates that they have investigated this and certify it one way or another as being a valid investment firm." As for the allegation that defendants had failed to monitor whether the hosts had properly invested plaintiffs' **[*4]** funds, the court pointed out that plaintiffs had "not cited any authority that would suggest that such a duty exists."

2. *The First Amended Complaint*

The first amended complaint deleted the negligence cause of action and substituted in its place causes of action for negligent undertaking, negligent endorsement, and negligent misrepresentation. The gist of the allegations remained the same. Plaintiffs alleged that defendants operated radio stations in Los Angeles directed to the Korean community. To attract new listeners, each decided to broadcast a program in Korean providing financial and investment advice to its listeners. To that end, each engaged an individual to host a program. According to plaintiffs' complaint, the programs were actually "paid advertisements," a fact defendants never disclosed to their listeners. [3]

3 Plaintiffs' allegation that the shows were "paid advertisements" is inconsistent with their allegation that the defendant radio stations gave the hosts "free air time." None of the parties addresses this inconsistency. Resolution of the inconsistency is irrelevant to disposition of this appeal.

During the programs, the hosts dispensed financial advice, answered individual **[*5]** questions from listeners, and solicited clients for their companies. As a result, plaintiffs invested money with the hosts. However, plaintiffs lost their money because "[i]nstead of investing funds given to them by plaintiffs as they had represented, [the hosts] misappropriated these funds and expended them for their own purposes."

The complaint alleged that defendants promoted, represented, and endorsed the hosts "as licensed experts in the fields of financial planning and investment advice" and that defendants "knew or should have known that listeners including plaintiffs would believe that the stations were vouching for the ability, honesty and expertise" of the hosts. In particular, the stations allegedly knew that listeners "in the Korean community would rely heavily on the fact that the radio stations had selected [the] hosts for these programs and were vouching for their ability, honesty and expertise."

Plaintiffs' cause of action for negligent undertaking alleged that a duty of care arose because defendants "voluntarily undertook" to produce and air the programs and "to promote and endorse" the hosts as licensed experts. According to plaintiffs, "[a]s part of this undertaking, **[*6]** the two stations voluntarily produced and created content for the programs, and provided employees to play roles (as if they were ordinary consumers) during the programs and provide voice over and voice commentary during the programs." Plaintiffs further averred that when listeners, including themselves, called the radio station to ask questions and to obtain financial advice, defendants "refer[ed] them to the host defendants and their companies, without any disclaimer of responsibility." Defendants allegedly breached their duty to exercise due care by failing to investigate whether the hosts were licensed, by failing to determine if the hosts were investing plaintiffs' funds as represented, and by failing to warn listeners that defendants took no responsibility for the hosts' actions.

Plaintiffs' cause of action for negligent endorsement alleged that "[i]mplicit in the actions, representations and undertakings [of the radio station defendants] was the representation that these two stations had each taken reasonable steps to make an independent, adequate and competent investigation and examination of the background, qualifications, license status and performance of the host defendants **[*7]** and their companies, that they were satisfied by that investigation, and that the host defendants and their companies were suitable places for listeners including plaintiffs, to invest their money." According to plaintiffs, defendants "chose not to investigate."

Plaintiffs' cause of action for negligent misrepresentation incorporated the allegations of the prior two causes of action and averred that defendants "made the representations (express and implied) . . . negligently and without any reasonable ground for believing them to be true." These included the express representations that the hosts were qualified, licensed and honest expert financial advisers and the implied representations that defendants had conducted independent investigations to satisfy themselves that the hosts were as represented.

Common to all causes of action was the allegation that defendant radio stations "are the dominant media" and "have extraordinary influence" in the Korean community. Consequently, plaintiffs averred that they reasonably and foreseeably relied upon defendants' endorsement and promotion of the hosts when they invested money with the hosts, money which the hosts wrongfully misappropriated.

At **[*8]** the hearing conducted on the demurrers to this pleading, the trial court stated that plaintiffs had not "alleged sufficient facts" "to overcome the defects initially found. The defects have not been cured." Plaintiffs did not request leave to file another amended pleading. The trial court sustained the demurrer without leave to amend and dismissed the action as to these defendants. This appeal follows.

DISCUSSION

"When, as in this case, the ultimate object of our review is the sufficiency of a complaint against a general demurrer, we are guided by long-settled rules. We accept as true 'all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law.' [Citation.]" (*Blatty v. New York Times Co. (1986) 42 Cal.3d 1033, 1040*.)

Each of plaintiffs' causes of action sounds in negligence. The predicate of any negligence claim is that the defendant owes a duty to the plaintiff. Whether a duty of due care exists in a particular case is a question of law. (*Yanase v. Automobile Club of So. Cal. (1989) 212 Cal.App.3d 468, 473* and authorities cited therein.) Hence, regardless of how plaintiffs' negligence claim is characterized, the overarching question is whether **[*9]** defendants, as

radio stations which broadcast the hosts' programs, owed a duty to plaintiffs.

To answer that question, we begin with the cases which held that a publisher is not liable for simply failing to investigate an advertiser's product or claim or to warn of potentially false advertising. *Walters v. Seventeen Magazine (1987) 195 Cal.App.3d 1119* (*Walters*) is particularly analogous to this case because it, too, involved a claim of an "implied" endorsement. There, a teenage plaintiff sued Seventeen magazine for personal injuries sustained through use of a tampon advertised in the publication. Relying upon theories of negligence and false advertising, she alleged that the placement of the advertisement among articles about teenage health misled her (and the magazine's other youthful readers) into believing the magazine had endorsed the product. In addition, she averred that by the time the ads were run, the publisher knew about the dangers of the product. The trial court sustained a demurrer without leave to amend and dismissed the lawsuit.

The appellate court affirmed. It distinguished the case from *Hanberry v. Hearst Corp. (1969) 276 Cal.App.2d 680* (*Hanberry*), (which we discuss, **[*10]** *infra*) finding that the publisher had in no manner sponsored or endorsed the product. It explained: "There was no representation of quality, no promotional effort, and no attempt to induce the public to buy [the product] beyond merely printing the advertisement." (*Walters, supra, 195 Cal.App.3d at p. 1122*.) It characterized the plaintiff's argument that ad placement created the impression of product endorsement as "utterly devoid of support in the record, and in any event . . . meaningless by itself." (*Ibid*.) The court concluded that sound public policy considerations militated against creation of "a new tort of negligently failing to investigate the safety of an advertised product. Such a tort would require publications to maintain huge staffs scrutinizing and testing each product offered. The enormous cost of such groups, along with skyrocketing insurance rates, would deter many magazines from accepting advertising, hastening their demise from lack of revenue. Others would comply, but raise their prices beyond the reach of the average reader. Still others would be wiped out by tort judgments, never to revive. Soon the total number of publications in circulation would drop dramatically. **[*11]** [P] Perhaps this dire possibility is one reason the United States Supreme Court has been so vigilant about linking commercial speech to the First Amendment. [Citations.]" (*Ibid*.)

The next relevant case is *McCulloch v. Ford Dealers Advertising Assn. (1991) 234 Cal.App.3d 1385* (*McCulloch*) which discussed liability of a corporate sponsor. There, the plaintiff participated in and won a highly publicized car race but the promoters refused to pay him the promised prize money. He sued, among others, a corporate sponsor of the race (a Ford car dealer association) for negligent misrepresentation because its logo had appeared on the promotional materials for the race which included the promise of prize money. The trial court granted summary judgment in favor of the association, finding that the presence of the corporate logo on the promotional materials did not constitute an "assertion" by the association that the prize money would be paid. The appellate court affirmed, concluding that as a matter of law the association had no duty to investigate the truth of the statements found in the promotional materials. The association had taken no part in making the (false) promise and the only connection **[*12]** between its conduct and the plaintiff's injury "was an aura of legitimacy given to the race by the participation of a nationally known sponsor." (*Id. at p. 1391*.) The court acknowledged that the corporate sponsorship "may have been significant from plaintiff's point of view" but it was not "a sufficient basis for holding the Association as guarantor of the truth of all statements made by the organizers of the race." (*Ibid*.)

Lastly, *Winter v. G.P. Putnam's Sons (9th Cir. 1991) 938 F.2d 1033* (*Winter*) applied California law to decide whether a publisher could be liable for injuries caused by a reader's reliance upon inaccurate information contained in one of its books. The defendant published a reference book about collecting and eating mushrooms. The plaintiffs purchased the book and, relying upon its contents, picked and ate mushrooms which caused them to become critically ill. The plaintiffs sued the defendant on various theories, including negligence.

Using California law, the federal appellate court held that as a matter of law the publisher had no duty to investigate the accuracy of book it published. It explained: "A publisher may of course assume such a burden, but there is nothing **[*13]** inherent in the role of publisher or the surrounding legal doctrines to suggest that such a duty should be imposed on publishers. Indeed the cases uniformly refuse to impose such a duty. Were we tempted to create this duty, the gentle

tug of the First Amendment and the values embodied therein would remind us of the social costs." (*Id. at p. 1037*, fns. omitted.) In addition, the court rejected the plaintiffs' arguments that the publisher had a duty to warn that (1) the consumer should not fully rely on the information in the book because it was not complete and (2) the publisher did not guarantee the book's accuracy because it had not investigated the text. It reasoned: "With respect to the first, a publisher would not know what warnings, if any, were required without engaging in a detailed analysis of the factual contents of the book. This would force the publisher to do exactly what we have said he has no duty to do - that is, independently investigate the accuracy of the text. We will not introduce a duty we have just rejected by renaming it a 'mere' warning label. With respect to the second, such a warning is unnecessary given that *no* publisher has a duty as a guarantor." (*Id. at pp. 1037-1038*.)

Two **[*14]** cases stand in contrast to the above authorities. Each found that in *limited* circumstances, a publisher could be held liable to a consumer for injuries caused by a product it had endorsed or advertised.

The first is *Hanberry, supra, 276 Cal.App.2d 680*. There, the plaintiff suffered personal injuries after purchasing and using a product advertised in Good Housekeeping magazine. The product carried the magazine's "Consumers' Guaranty Seal" seal of approval which contained the promise: "'If the product or performance is defective, Good Housekeeping guarantees replacement or refund to consumer.'" In addition, the magazine explained the seal to mean: "'We satisfy ourselves that products advertised in Good Housekeeping are good ones and that the advertising claims for them in our magazine are truthful.'" (*Hanberry, supra, 276 Cal.App.2d at p. 682*.) Based upon the seal, the plaintiff sued Good Housekeeping's publisher, Hearst Corporation.

The appellate court held that the plaintiff had properly pled a cause of action for negligent misrepresentation against Hearst. It reasoned as follows. "Implicit in the seal and certification is the representation [Hearst] has taken reasonable steps to make **[*15]** an independent examination of the product endorsed, with some degree of expertise, and found it to be satisfactory. Since the very purpose of [Hearst's] seal and certification is to induce consumers to purchase products so endorsed, it is foreseeable certain consumers will do so, relying upon [Hearst's] representations concerning them, in some instances, even more than upon statements made by the retailer, manufacturer or distributor. [P] Having voluntarily involved itself into the marketing process, having in effect loaned its reputation to promote and induce the sale of a given product, the question arises whether [Hearst] can escape liability for injury which results when the product is defective and not as represented by its endorsement. In voluntarily assuming this business relationship, we think . . . Hearst has placed itself in the position where public policy imposes upon it the duty to use ordinary care in the issuance of its seal and certification of quality so that members of the consuming public who rely on its endorsement are not unreasonably exposed to the risk of harm." (*Id. at p. 684*.) In another portion of the opinion, the court explained: "[Hearst] held itself out **[*16]** as a disinterested third party which had examined the [product], found [it] satisfactory, and gave its endorsement. By the very procedure and method it used, [Hearst] represented to the public it possessed superior knowledge and special information concerning the product it endorsed. Under such circumstance, [Hearst] may be liable for negligent representations of either fact or opinion." (*Id. at p. 686*.)

FNS Mortgage Service Corp. v. Pacific General Group, Inc. (1994) 24 Cal.App.4th 1564 (*FNS)* built upon *Hanberry*. In *FNS*, the issue was whether the publisher of a trade journal which examined and rated products owed a duty of due care to a purchaser injured by a nonconforming product. The publisher, a nonprofit professional association, undertook to inspect plumbing products to certify conformity with uniform standards it had promulgated, standards adopted throughout the state as part of local building codes. The publisher further enforced the uniform standards by delisting or withdrawing certification of products subsequently found to be nonconforming. The lawsuit alleged that the publisher had been negligent in failing either to inspect or to delist a particular product.

The appellate **[*17]** court concluded that the publisher had "undertaken to render the service of inspecting pipe manufacturers and delisting those who are unwilling or unable to adhere to standards it has promulgated. It should recognize that these services are necessary for the protection of third persons, consumers who will acquire the pipe and install it in improvements to realty. Indeed, such protection is one of [the publisher's] avowed purposes. [Its] failure to exercise reasonable care in its undertakings increases the risk of harm to such consumers from defective pipe that

otherwise would have been removed from the stream of commerce." (*Id. at p. 1572*.)

Applying the teachings of all of the above cases, we conclude that the allegations in the first amended complaint are insufficient as a matter of law to establish that defendants owed any duty to plaintiffs. In contrast to *Hanberry*, defendants did not formally endorse the hosts and their companies or represent that they had independently examined them and were satisfied they were qualified and honest. Instead, defendants simply provided a forum for their investment programs. Similarly, in contrast to *FNS*, defendants never explicitly represented that **[*18]** they had reviewed the qualifications and integrity of the hosts and that the hosts met a particular standard. Because defendants never undertook the task of vetting or recommending the hosts, no duty to plaintiffs arose.

Contrary to what plaintiffs argue, their allegation that the radio stations "endorsed" the hosts is insufficient to bring this case within *Hanberry* or *FNS*. In reviewing the sufficiency of their complaint against defendants' demurrer, we accept as true "all material facts properly pleaded, *but not* contentions, deductions or *conclusions of fact* or law." (*Serrano v. Priest (1971) 5 Cal.3d 584, 591*, italics added.) Plaintiffs' allegation of an endorsement is completely conclusory because it does not refer to any specific "endorsement." Read in context of their complaint, it is nothing more than an allegation that defendants' mere presentation of the programs was the functional equivalent of an endorsement. [4] But as *Walters* instructs, merely printing an advertisement in a magazine does not constitute an endorsement of the product because there is neither a representation about the product nor a specific effort to promote it. By the same reasoning, the mere fact that defendants **[*19]** engaged the hosts to broadcast financial shows did not equate with an endorsement of their services or a warranty of their integrity.

> 4 At the hearing, the trial court observed: "The facts as alleged state that the defendants' 'endorsement' arose implicitly by giving the individual defendants a platform, that is the radio show."

Plaintiffs' allegations about defendants' status and influence in the Korean community do not support a contrary conclusion. Their claim is similar to the argument rejected in *Walters* that the plaintiff could reasonably misconstrue an advertisement as an implied endorsement because the magazine targeted teenage girls. That a publisher or radio station has a niche audience does not create a duty when one does not otherwise exist. To paraphrase *McCulloch*, while the hosts' appearances on defendants' shows "may have been significant from [plaintiffs'] point[s] of view," it is not "a sufficient basis for holding [defendants]" liable for the hosts' misappropriation of plaintiffs' funds. (*McCulloch, supra, 234 Cal.App.3d at p. 1391*.)

Before turning to an analysis of plaintiffs' specific causes of action, it bears noting that plaintiffs have *not* alleged that they lost **[*20]** their money because they relied upon the hosts' inaccurate advice to make specific investments, advice which defendants purportedly had a duty to investigate. [5] Nor have they alleged that they relied on the content of any broadcast created by defendants. Instead, they allege that they lost money because, relying upon the patina of legitimacy conferred upon the hosts by defendants, they transferred money to the hosts who then stole it. Hence, plaintiffs advance the novel claim, unsupported by citation to any pertinent authority, that defendants had a duty to monitor the hosts' actions to ensure that the hosts invested the money as represented.

> 5 Were that the claim, it would fail. Multiple courts have rejected it on the theory that a mass media broadcaster does not warrant or guarantee the advice dispensed by its hosts and therefore owes no duty to the general public who views or listens to the broadcasts. (*Brandt v. Weather Channel, Inc. (S.D.Fla. 1999) 42 F. Supp. 2d 1344, 1346*; see also *First Equity Corp. of Florida v. Standard & Poor's Corp. (2d Cir. 1989) 869 F.2d 175* [publisher of financial publication has no liability under Florida law to investor for negligent misstatements contained **[*21]** in a summary of a corporation's offering]; *Stancik v. CNBC (N.D.Ohio 2006) 420 F. Supp. 2d 800* [television broadcaster of financial show has no liability under Ohio law to investor for a commentator's negligence]; *Pittman v. Dow Jones & Co., Inc. (E.D.La. 1987) 662 F. Supp. 921* [publisher of the Wall Street Journal not liable under Louisiana law to reader for negligent misrepresentation because an advertisement contained incorrect information]; *Amann v. Clear Channel Communications (Ohio App. 1 Dist. 2006) 846 N.E.2d 95* [radio station did not owe listeners a duty of due care to verify accuracy of advertisement promoting a

financial plan]; and *Gutter v. Dow Jones, Inc. (Ohio 1986) 490 N.E.2d 898* [publisher of the Wall Street Journal not liable to reader for negligent misrepresentation because an article contained incorrect information].)

With the above analysis in mind, we address each cause of action.

The lynchpin of a negligent undertaking theory of liability is that the defendant undertook to render services to another and did so without due care. (*Paz v. State of California (2000) 22 Cal.4th 550, 559*.) Here, defendants did not undertake to render services *to plaintiffs* but, instead, **[*22]** merely performed their traditional roles of broadcasting programs to the public. Plaintiffs' allegations about defendants' specific involvement in the production of the programs (create content, provide voice commentary, role play) does not change this result because that is what a broadcaster typically does: create and produce a program. None of these allegations even comes close to alleging that defendants undertook to investigate the hosts' qualifications, to recommend the hosts' services, or to warrant the hosts' integrity. Therefore, no duty to plaintiffs arose, be that to investigate the hosts before broadcasting their shows or to conduct a follow-up investigations to confirm the hosts were properly investing money given to them by plaintiffs. [6]

6 Because we conclude no duty arose based upon an undertaking theory, we need not discuss whether plaintiffs have sufficiently alleged damages (physical harm) within the meaning of that tort.

Plaintiffs' cause of action for negligent endorsement founders on its failure to allege a specific endorsement of the hosts. After defendants demurred to plaintiffs' original pleading, the trial court granted them leave to amend to cure their conclusory **[*23]** allegation about endorsement. Plaintiffs' first amended pleading failed to amplify upon that allegation. We therefore presume plaintiffs have stated as strong a case as possible. [7] (See *Otworth v. Southern Pac. Transportation Co. (1985) 166 Cal.App.3d 452, 457*.) The pleading fails to allege any affirmative statement by defendants that they had investigated the expertise of the hosts and, based upon that investigation, warranted or guaranteed their abilities or integrity. Absent such a specific allegation, there is no endorsement and hence no duty to plaintiffs. As already explained, the conclusory allegation that defendants "endorsed" the hosts is insufficient as a matter of law to bring the case with *Hanberry*. Further, the claim of an "implied endorsement" fails because no reasonable listener would infer an endorsement simply because a radio station broadcasts a program. (See *Walters, supra, 195 Cal.App.3d 1119*.)

7 On appeal, plaintiffs stand on the allegations of the first amended complaint. They do not seek leave to file another pleading.

Plaintiffs' cause of action for negligent misrepresentation fails for two reasons. To the extent that plaintiffs aver that defendants negligently **[*24]** misrepresented the hosts' qualifications, the claim lacks the required specificity. Plaintiffs never alleged any specific representation made by either defendant. That omission is fatal. (See *Cadlo v. Owens-Illinois, Inc. (2004) 125 Cal.App.4th 513, 519* ["The policy of liberal construction of pleadings is not generally invoked to sustain a misrepresentation pleading defective in any material respect"].) To the extent that plaintiffs allege an "implied" misrepresentation, the tort "requires a 'positive assertion.' An 'implied' assertion or representation is not enough." (*Residential Capital v. Cal-Western Reconveyance Corp. (2003) 108 Cal.App.4th 807, 828*.)

Lastly, we briefly discuss *Weirum v. RKO General, Inc. (1975) 15 Cal.3d 40*, a case to which plaintiffs make multiple references. There, a radio station ran a contest rewarding the first contestant to locate its disc jockey, "The Real Don Steele." The disc jockey drove throughout the city in a "conspicuous red automobile" as the station periodically broadcast his movements. (*Id. at p. 44*.) A contestant caused a fatal accident while attempting to reach him. The Supreme Court concluded that the radio station owed a duty to the decedent **[*25]** because the nature of its promotional contest created a foreseeable risk of harm: the radio stations' teenage listeners would drive carelessly and injure third parties in an effort to be the first to reach the disc jockey and claim the prize. The case is inapposite. Defendants' "role in bringing ideas and information to the public bears no resemblance to the *Weirum* scenario." (*Winter, supra, 938 F.2d at p. 1037, fn. 8*.)

DISPOSITION

The judgment (order of dismissal) is affirmed.

WILLHITE, Acting P.J.

We concur:

MANELLA, J., SUZUKAWA, J.