Court of Appeals, Division I No. 76669-4

King County Superior Court No. 15-2-25171-6 SEA

No. 96936-1

SUPREME COURT

OF THE STATE OF WASHINGTON

IMELDA ABREGO,

Petitioner

vs.

ALLIANT CREDIT UNION,
TURNBULL & BORN, P.L.L.C.,
and BRIAN M. BORN,

Respondents

ABREGO'S REPLY

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A. Reply Argument

Once again, Alliant et. al's answer is using its tired tactics of evading the real issues and not answering anything addressed in Abrego's Petition for Review. They continue to fabricate their own story of intentional misrepresentations and continue to weave false statements as if they were facts. Regardless of what excuses and misrepresentation that Alliant et. al conjures up, the basic fact still remains that Abrego's discovery was denied to her which violated her constitutional right and robbed her of her ability to adequately access the facts necessary to defend herself and actively pursue her counterclaims.

Abrego continuously requested discovery that would expose Alliant et. al's baseless accusations and expose Alliant Credit Union's lack of compliance to any of the financial industry standards, rules, and regulations.

Abrego's discovery requests were met with no response nor acknowledgement. For example, Alliant et. al intentionally and willfully violated Federal Register Civil Procedure (FCRP) 33 and 34 by not responding to Abrego's first set of interrogatories and requests for production of documents. In good faith, Abrego sent Brian M. Born several emails. Despite the fact that Born had completed the responses on August 26, 2016, as evidenced by Born's Slip Listing entry (CP 397), he

did not send them to Abrego nor did he acknowledge Abrego's emails. See Abrego's Petition p. 2 which includes references to her opening brief. Although, it was Born's willful violation and stubborn refusal to provide Abrego with her discovery. Now, in Alliant et. al's answer to Abrego's Petition for Review, Born has the audacity to erroneously and purposefully knowingly mislead the court. On Alliant et. al's answer p. 16, Born incorrectly stated that Abrego violated CR 26(i) and CR 37(a). Then, in his answer on p. 11, Born made the false statement that Abrego had not complied with CR 26(i). Born's statements are baseless because Abrego went above and beyond in good faith when she attempted communication with Born several times and mailed a courtesy copy of her motion to compel to Jeremy Pinard, Vice President of Consumer Lending, at Alliant Credit Union. CP 337.

A CR 33 interrogatory and/or a CR 34 request is intended to enable a party to ascertain the facts needed to prepare for trial narrow issues and reduce surprise. Hertog v. City of Seattle, 88 Wn.App.41, 51, 943 P.2d 1153, 1158 (1997).

Born's willful violations continued when he submitted insufficient, evasive, and misleading discovery responses with some objections which for purposes of CR 37(d)(3) were treated as a failure to answer. Abrego compiled into one document her interrogatories and her requests for

production followed by the insufficient, evasive, and misleading answers by Born. CP 106-111.Then, Abrego included the reasons that Born's answer should be treated as a failure to answer under subpart CR 37(a)(3). CP 97-102. A copy of Abrego's full set of interrogatories and requests for production of documents can be found on CP 45-61.

Born's intentional and deliberate feeble attempts at underhandedly depriving Abrego her discovery can be characterized as either (1) their unilateral decision on the relevance, (2) blanket objections, or (3) incomplete and evasive. Each of these tactics violated the purpose and spirit of CR 26 and violated Article I Section 10 of the Constitution of the State of Washington regarding Administration of Justice which states, "Justice in all cases shall be administered openly, and without necessary delay."

The following case law demonstrates that the courts have deemed these underhanded tactics for deprivation of discovery inappropriate. The courts have repeatedly held that the responding party's unilateral decision on the relevance of information within the scope of discovery request is inappropriate and may not be used as a basis for refusing to provide discovery. In re Firestorm 1991, 129 Wn.2d 130, 150, 916 P.2d 411, 421 (1996). Washington State Physicians Ins. Exchange & Ass'n v. Fisons Corp., 122 Wn.2d 299, 858 P.2d 1054 (1993). Blanket objections to

interrogatories and/or requests for production, including relevancy, oppressiveness or burdensomeness are not proper. Oleson v. Kmart, Corp., 175 F.R.D. 570, 571 (D.Kan.1997). Interrogatory answers must be complete and non-evasive. Herdlein Technologies, Inc. v. Century Contractors, Inc., 147 F.R.D. 103 (W.D.N.C. 1993).

Further, Born repeatedly violated Article I Section 10 of the Constitution of the State of Washington clause, "…without unnecessary delay…" with the numerous opposition legal proceedings he filed instead of providing Abrego with her discovery. Abrego's Op. Br. pp. 40-42.

Born continuously and willfully violated the Washington State Oath of Attorney item 5 which states in part, "I will never seek to mislead the judge or jury by any artifice or false statement. Abrego's Op. Br. p. 35-36. Born is a writer of fiction wherein he created his own "story" in his legal proceedings that was not based on any facts of the case. He then referenced his own writings and refused to provide any legitimate discovery because his fictional "story" would quickly collapse. With the little amount of information Abrego was able to find, she consistently unraveled the web of deceit that Born wove. Therefore, it was absolutely critical for Abrego to have obtained her discovery so she could have accessed the real facts and furnished the proof that was necessary to mount an adequate defense and aggressively pursue her counterclaims.

Another reason that Abrego needed her discovery was to be able to prove that Alliant Credit Union is intentionally not in compliance with any financial industry standards, rules, and regulations. Throughout litigation and in Abrego's opening brief, Abrego pointed out many inconsistencies and red flags that indicate the haphazard if not outright illegal operations at Alliant Credit Union. CP 249-260. Abrego's Op. Br. pp. 26-31. For example, the lack of record reliability and trustworthiness, the lack of due diligence performed by Alliant Credit Union, the lack of official contract documents, the electronic manipulation of the image of the check where it displays numbering scheme that were not on the original check.

Even though it appears that Alliant Credit Union does not follow financial industry standards, rules, and regulations, this intentional deprivation of discovery really injured Abrego in that she was not able to furnish the proof to dispel the judges' biases of how credit unions and banks are supposed to operate. The judges were more apt to believe in the financial system, and by default include Alliant Credit Union in that category, than an individual.

On Alliant et. al's answer, Born said a lot of things, but it was his fictional "story" where he was essentially re-litigating to intentionally distract from the real issue of Abrego's constitutional right was violated.

Therefore, Abrego will not waste any time addressing any of those statements.

B. Conclusion

Abrego's constitutional right guaranteed by Article I Section 10 of the Constitution of the State of Washington was violated. The intentional deprivation of discovery was detrimental in Abrego's ability to mount an adequate defense for herself. It was detrimental to the aggressive and offensive pursuit of her counterclaims. Since discovery is a fundamental primary piece of litigation, the deprivation of it impacts all other areas. For example, per CR 56(f) summary judgment should not have been allowed.

Abrego respectfully requests this court to reverse and nullify Alliant Credit Union's complaint, to vacate the judgment, and to grant Abrego's compulsory counterclaim with reasonable monetary values. It should also award Abrego all of the fees and costs incurred for all legal proceedings filed in Court of Appeals and for all filings in the Washington State Supreme Court including costs for this reply.

Dated this 18th day of April, 2019 at Seattle, WA

Respectfully submitted,

/s/ Imelda Abrego
Imelda Abrego
Petitioner and Pro Se Litigant

DECLARATION OF SERVICE

I declare that on April 18, 2019, I caused the Abrego's Reply to be delivered to Brian M. Born of Turnbull & Born, P.L.L.C. at email address bborn@turnbullborn.com:

I certify under penalty of perjury that the foregoing is true and correct.

Dated this April 18, 2019 at Seattle, WA

/s/ Imelda Abrego
Imelda Abrego
Petitioner and Pro Se Litigant

IMELDA ABREGO - FILING PRO SE

April 18, 2019 - 3:03 PM

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