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No. ~~88015-8~~

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

DWIGHT M. HOLLAND,
Appellant

v.

ALASKA USA FEDERAL CREDIT UNION
Respondent

On Appeal from
The Superior Court of Washington for King County

APPELLANT'S REPLY BRIEF

Dwight Holland
Appellant pro se

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Appellant's Reply Brief

 ORIGINAL

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I. INTRODUCTION

The Appellant hereinafter ('Holland') submits this reply in support of his (get actual mailed date) brief, petitioning the Washington Supreme Court for appellate relief from the King County Superior Court's granting Alaska's Motion for Summary Judgment. In Alaska's efforts in securing summary judgment against Holland, Alaska has perjured itself.

For the reasons set forth below, Appellant respectfully request that this Court reject the arguments presented in Alaska's Response, based on perjured testimony in violation of 18 U.S.C.A. §1621(1), remand this matter to trial to carry on with discovery, trial and if this Court would allow a new judge to preside over the matter.

II. STATEMENT OF CASE

The appellant adopts the statement of facts and procedure history as set forth in his opening brief as if fully set

III. SUMMARY REPLY TO ALASKA'S RESPONSE

Holland is the only party that has firsthand knowledge of events that occurred between May 30th, 2009 through April 11th, 2012. Affidavits or statements made by Respondent during the time period expressed are hearsay. Furthermore the Respondent's affidavit Ms. Banks has perjured herself, making the evidence submitted by the Respondent tainted. Every prima facia element of Alaska's breach of contract claim raises genuine issues of material fact that overcomes Alaska's Motion for Summary Judgment. In response to Mr. Holland appeal, Alaska has presented perjured testimony to the trial court that has damaged Mr. Holland. Alaska's attorney has violated the Fair Debt Collection Practices Act (hereinafter FDCPA); 15 U.S.C. §1692 et seq. Alaska has accepted Holland offer and both parties have reached Accord and Satisfaction.

Alaska asserts they have lost the instruments, and or destroyed the original

Agreement "destroyed after it is electronically scanned" CP at 93-129.

Holland asserts both instruments tendered to Alaska were not lost but securitized. And Holland also asserts the

original agreement was not destroyed but securitized and sold as well. Holland also asserts that Alaska is not the holder in due course, and cannot enforce said instrument. Lastly If the court is going to enforce an illegible, altered copy of the agreement against Holland then it must enforced that same illegible, altered copy of the agreement against Alaska as well.

Moreover, Alaska's responsive brief contains a number of averments that have been and are disputed by Holland such as:

- Whether, as a matter of triable fact of Accord and Satisfaction, On January 24th, 2012 Holland tendered an instrument to Alaska for the face value \$6100.00
Holland has made an offer to Alaska concerning the instrument; Alaska assented to Holland's offer by keeping the instrument.
- Whether, as a matter of triable fact of Accord and Satisfaction:
On April 10th, 2012 Holland tendered an instrument to

Alaska for \$120 as the last payment (CP 97, Decl. Banks ¶ 6 Ex. E). Holland has made an offer to Alaska concerning the instrument; Alaska assented to Holland's offer by keeping the instrument.

- Whether, as a matter of triable fact, Ms. Banks employee of Alaska has any personal knowledge as to the content of the contracture agreement entered by Holland.
- Whether, as a matter of triable fact, Alaska is the holder in due course:

Alaska claims it destroyed the original agreement CP at 93-129. In this particular case Alaska displayed a poorly illegible, altered copy of the agreement. Holland contends this is fraud on the part of Alaska. Holland believes, Alaska has sold the agreement through a process called securitization and hypothecation.
- Whether, as matter of triable fact, Alaska at inception of the suit had insufficient standing.

- Whether, as a matter of triable fact, Alaska with the help of its counsel has committed fraud on Holland with perjured declaration and oral arguments.

In the instant case and as a matter of equity in future collections cases, a credit card company, national bank, or any plaintiff which files suit, bears the burden of establishing a prima facia case before judgment may be rendered in its favor. Allowing a plaintiff to obtain a judgment based on evidence that lacks the proper evidentiary foundation, and riddled with perjured testimony, violates the defendant's substantive and procedure due process rights.

Alaska seeks to collect on a debt by providing, an illegible, altered copy of an agreement, unverified complaint at the inception of the action, with a perjured affidavit to follow. To exacerbate Holland violations of due process, Mr. Draper has violated Holland rights under FDCPA in his collection efforts. The numerous violations

inflicted about Holland, it safe to say the Respondent approaches this action with unclean hands.

IV. PERJURED DECLARATION – UNCLEAN HANDS

Courts are ordained for the enforcement and vindication of the law and legal rights. They never aid anybody in his effort to violate law nor give him the benefit or fruit of his own violation thereof. No court of law or equity will enforce or give any right upon an illegal contract. Following the same principal, a court will not allow the use of its powers and process to obtain a benefit found directly upon a breach of law by applicant therefor. Courts of Equity go still further and refuse relief, even in cases of equitable rights if the applicant had been guilty of fraud or misconduct in or about the matter in respect to which he seeks relief. * * * Story's Eq. Jur., 14th Ed., Vol. 1 §§ 98, 100 & 102, J. L. Cooper & Co. v. Anchor Sec. Co., 9 Wash. 2d 45, 73, 113 P.2d 845, 858 (1941).

There's no contest the Respondent has obtained summary judgment through the use of perjured testimony, misconduct and fraud.

“Where unsuccessful party has been prevented from fully exhibiting his case, by fraud or deception, as by keeping him away from court, a false promise of compromise, or keeping him in ignorance of the suit; or where an attorney fraudulently or without authority assumes to represent a party and connives at his defeat; or where attorney regularly employed corruptly sells out his client's interests; and in similar cases where there has never been a real contest, new suit may be maintained to set aside and annul judgment or decree.” United States v. Throckmorton, 98 U.S. 61, 25 L. Ed. 93 (1878).

A judgment obtained through fraud misrepresentation cannot be vacated by use of Rule 60(b). *“Judgments obtained through fraud misrepresentation or other misconduct should be vacated by use of Rule 60(b) and such rule is remedial and should be liberally construed.*

"Atchison, T. & S.F. Ry. Co. v. Barrett, 246 F.2d 846 (9th Cir. 1957). The Respondent obtained the July 13, 2012 order through fraud. *"A judgment cannot be set aside for perjury in obtaining it unless there is in addition some collateral fraud. Burke v. Bladine*, 99 Wash. 383, 169 P. 811; *McDougall v. Walling*, 21 Wash. 478, 58 P. 669, 75 Am. St. Rep. 849; *Friedman v. Manley*, 21 Wash. 675, 59 P. 490; *Meeke v. Waddle*, 83 Wash. 628, 145 P. 967; *Robertson v. Freebury*, 87 Wash. 558, 152 P. 5, L. R. A. 1916B, 883. "*Zapon Co. v. Bryant*, 156 Wash. 161, 168, 286 P. 282, 285 (1930). The Respondent has produced perjured testimony against Holland and doing so has violated §18 U.S.C.A §1621(1). *"Witness testifying under oath or affirmation violations perjury statute if he gives false testimony concerning material matter with willful intent to provide false testimony, rather than as result of confusion, mistake, or faulty memory"* §18 U.S.C.A §1621(1)" *United States v. Dunnigan*, 507 U.S. 87, 113 S. Ct. 1111, 122 L. Ed. 2d 445 (1993).

a. The perjured statement(s)

On May 23, 2012 Draper brought action against Holland for breach of contract. Holland has filed a motion to dismiss (CP at 15-25). On June 4, 2012, an order entered striking motion to continue trial date (CP at 26-28) was entered by then Judge Carey against the Plaintiff. On June 14, 2012 an order to show caused (CP at 40-41) was entered and signed by an unknown commissioner or judge without name stamped. This prevented Holland the opportunity to properly object to the illegible signed order. Draper also submitted Ms. Banks perjured declaration (CP at 96-129). During the July 13, 2012 hearing Draper has stated on multiple occasions that Holland defaulted in the summer of 2011, for the months of August, September, and October. *“Draper... And I don't believe there was any significant default until about August of 2011..” [Transcript July 13, 2012, pg. 4, 21-22]* Then Mr. Draper goes into stating that when the initial default occurred. “Court: You said something about August of 2011 he paid.”

“Draper: Well, that was the initial default Your Honor.”

[Transcript July 13, 2012, pg. 5, 8-10]

Mr. Draper: Your Honor, this is a fact that is established by the record of payments that's attached as I think Exhibit D to the declaration of Michelle Banks”. [Transcript July 13, 2012, pg. 5,23-25]

“Draper: The he [Holland] missed; I think a payment in August. And he missed a couple of payments, actually. The he made a payment again in December.”Id.

b. Truth

Nothing could be further from the truth. 1)The fact is Holland was not behind in his obligation, 2)the fact is Holland had not defaulted, 3) and the fact is Holland was three months ahead (prepaid) according to Alaska statements of account the next payment due date was in December, in which Holland tendered payment for.

c. New Fraudulent statement is created.

Draper becoming wise to the fact Holland found that Draper committed and submitted perjured testimony. Both Draper and Ms. Banks changed their sworn assertions and cooked up a new scheme and inventing a new set of perjured assertions and stated the following "*Holland made monthly payments on the contract from June 2009 until February 2012 (CP 97, Decl Banks ¶ 4)*" (Respondent's reply brief pg.4 ¶4). With the wave of Draper's pen Holland's breach of contract has magically moved **from occurring in August 2011 according to Draper where the initial default occurred. To a whole new month and years, March 2012.** "*As a result of Holland's actions Alaska referred the matter to its counsel*" (Respondent's reply brief pg.5 ¶2),

Holland objects to the assertion Draper Represents Alaska in the instant matter. There's no evidence produced by Draper he was hired to represent Alaska in this action.

Holland maintained that Draper is acting alone in this and

has misrepresented himself in this matter. The Respondent made mention of a letter,

“On April 12, 2012, a demand letter was sent notifying Holland of Alaska’s right to accelerate the indebtedness and demanding payment in full or surrender of the vehicle”

Id. This is another fabrication. Holland have not received any letter from Alaska dated April 12, 2012 giving Holland notice of default nor is there any document in the court files in existence.

A. Federal Debt Consumer Protection Act 15 U.S.C.

§1692g(a)(4)

A debt collector must inform a consumer that if the consumer timely notifies the debt collector in writing that the debt is disputed, the debt collector will obtain verification of the debt and that such verification will be mailed to the consumer by the debt collector.

a. Holland’s right violated under FDCPA

Draper in his collection efforts has violated Holland’s rights under this title. Upon receiving Draper’s dunning

letter Holland requested debt validation (Resp. brief pg.5, 3¶). On May 23, 2012 action was filed against Holland without proper debt validation. "*A copy of the original debt instrument does not verify that there is an existing unpaid balance and does not satisfy the verification requirement of §1692g(b)*" *Spears v. Brennan*, 745 N.E. 2d 867, 878-79 (Ind. App. 2001).

As a matter of law, Draper is not allow to proceed in any collection efforts until he verify the debt. This violation has initiated a suit against Draper. USDC Western District of Washington, Holland v. Draper 12-CV-1409 .Draper could not validate something that has not occurred. Additionally if Draper truly represented Alaska in the instant matter, verifying the debt would have been relatively easy.

V. REPLY TO ALASKA'S REPOSE

**A. WHETHER THE SUPERIOR COURT ERRED IN
FAILING TO DISMISS RESPONDENT COMPLAINT
DUE TO INSUFFICIENT STANDING?**

a. **Who or what gave Mr. Draper authority to act on the behalf of Alaska?**

WAC 390-05-190 states: “Agent – Definition. ‘Agent,’ as that term is using in chapter 42.17 RCW and Title 390 WAC, means a person, whether the authority or consent is direct or indirect, express or implied, oral or written, who:(1) Is authorized by another to act on his or her behalf; or (2) Represents and acts for another with the authority or consent of the person represented; or (3) Acts for or in place of another by authority from him or her.” The complaint filed in the action is signed by none other than Mr. Draper (CP at 1-5). No attached affidavit or signatures from any officers employed with Alaska authenticating the complaint Draper filed. Further Draper has failed to proffer into evidence any agreement he has with Alaska giving him the authority to act on their behalf despite several requests during discovery and in open court oral argument. The trial court erred in not properly dismissing the action for

lack of subject matter jurisdiction due based partly on insufficient standing CR 12(b)(1). Ullery v. Fulleton, 162 Wn.App. 596, 604-05, 256 P.3d 406 (2011); To-Ro Trade Shows v. Collins 100 Wn.App. 483, 489, 997 P.2d 960 (2000). Further the trial court erred in granting the Alaska summary judgment based upon a unverified complaint. Contreras v. Toyota Motor Sales U.S.A. Inc., 484 F. App'x 116 (9th Cir. 2012) "... although owners' unverified complaint was insufficient to overcome manufacturer's standing challenges."

b. Draper in capacity as debt collector.

In Respondent's brief (pg. 17, 3 ¶) it states "Holland appears to base his assignment of error on the theory that counsel for Alaska is defined as a 'debt collector'". Mr. Draper proffered nothing into evidence to the contrary.

c. Unverified Complaint

Mr. Draper filed an unverified Complaint along with the summons that should not have survived summary

judgment. Contreras v. Toyota Motor Sales U.S.A. Inc., 484 F. App'x 116 (9th Cir. 2012) "... although owners' unverified complaint was insufficient to overcome manufacturer's standing challenges. It is not inconceivable that plaintiffs could have amended their complaint to established standing..." The trial court erred in not dismissing Alaska's action against Holland due to the fact the unverified complaint was insufficient to overcome Holland's challenges. Alaska also had plenty of opportunity to amend the complaint if it so chooses.

d. Non certified illegible copy of the agreement.

Attached with the unverified complaint and summons was a non-certified, illegible, copy of the agreement.

"...Standing to sue is critical to the proper functioning of the judicial system. It is a threshold issue. If standing is denied, the pathway to the courthouse is blocked. The Plaintiff who has standing, however, may cross the threshold and seek judicial redress. "(Saratoga County

Chamber of Commerce, Inc. v Pataki, 100 NY2d 801
812 [2003], cert denied 540 US 1017 [2003]). Indymac
Bank v. Bethley; 800 N.Y.S2d 873(2009).

**B. WHETHER THE SUPERIOR COURT ERR IN
GRANTING SUMMARY JUDGMENT WITHOUT
SUFFICIENT JURISDICTION TO HEAR THE
SUBJECT MATTER?**

a. Respondent Standing Challenged.

Holland challenged the Respondent's lack of standing.

It is that lack of standing which prohibits the Court to hear the action. Standing to sue as defined by blacks' Law 5th edition "means that party has sufficient state in an otherwise justiciable controversy to obtain judicial resolution of that controversy, Sierra Club v. Morton, 406 U.S. 727, 92 S.Ct. 1361, 13364, 31 L.Ed.2d 636.

Standing is a concept utilized to determine if a party is sufficiently affected so as to insure that a justiciable controversy is presented to the court." If the party

doesn't have sufficient standing then the Court cannot hear the case. Holland challenged Draper's assertion that he represents Alaska in this matter. Holland challenged Draper's assertions that he has standing in this matter. And Holland maintains that Draper is in a capacity of a debt collector who has brought the debt from Alaska and has fraudulently filed this action on the behalf of Alaska against Holland. Draper refuses to produce documentation before the court establishing the fact he represents Alaska in this matter that would otherwise be easy to provide. Instead Draper makes excuses and avoids the issue all together.

Holland on several occasions has challenged Draper's assertions and *"Draper... He [Holland] has raised issued of the jurisdiction of the Court. He has raised issues of my capacity as an attorney. He has raised issues of our standing; my client's standing to prosecute the action... I'm only going to address one of his arguments, your Honor... The argument that I want*

to address is his argument as I understand it, that he has made payment in full of this obligation”.

[Transcript July 13, 2012, pg. 6 15-25] . In his reply Draper has not address any of Holland’s assertions. As it would happen this was the second clue to Holland as to the court’s partiality towards Mr. Draper. The court neglected to have him produce any documents to establish Draper’s assertion of representing Alaska.

C. WHETHER THE SUPERIOR COURT ERR IN FAILING TO DISMISS THE RESPONDENT’S COMPLAINT DUE TO LACK OF NOTICE OF DEFAULT AND ACCELERATION?

Pursuant to **RCW 61.30.90 (1)** Even if the contract contains a provision allowing the seller, because of a default in the purchaser’s obligation under the contract, to accelerate the due date or some or all payments to be made or other obligations to be performed by the purchaser under the contract, the seller may not require payment of the accelerated payments or performance of the accelerated

obligations as a condition to curing the default in order to avoid forfeiture except to the extent the payments or performance would be due without acceleration..”

a. Lack of Notice

In Respondent’s reply brief (pg.14 ¶2 Lack of Notice), the Respondent asserts that notice of acceleration was given through their counsel. Mr. Draper is in error, notice of acceleration was not given through the initial communication of the April 11, 2011 hereinafter (‘dunning letter ‘). The letter was barely intelligible in stating it was collecting a debt and did not clearly, intelligently and or accurately touch on loan acceleration at all. *“Acceleration of balance due on a note must be made in clear and unequivocal manner which effectively apprises maker that holder had exercised his right to accelerate payment date”* Glassmaker v. Ricard, 23 Wash. App. 35, 593 P.2d 179 (1979).

b. The Dog Ate My Homework Doctrine

If the Court will please, Holland does not mean to be crass or show any lack of respect in the process. To the contrary Holland has respect for the judicial system as a whole and is much honored to have his case heard before this esteemed court.

Alaska has utilized what I call the dog ate my homework doctrine. Every document that Alaska and or Draper is required to proffered into evidence to foster their burden or for inspection, were not produced.

There's always some excuse as to why these important documents cannot be produce. After all isn't the burden of proof on the plaintiff in an adversarial system? And yet other than an unauthenticated, illegible copy of what is deemed to be the loan agreement, an unverified Complaint, and perjured Affidavit and some statement of accounts the plaintiff produced very little.

c. Where's the note?

According to Draper's assertions Alaska has produce a copy of the original contract bearing Holland's

signature (Respondents Rep. Brief pg.10, b. 'Making of the Contract'). That's not true; Holland has objected to altered, illegible, authenticated copy of the contract "Holland: No signed agreement. ... He [Draper] hasn't provided the holder in due course" [Transcript July 13, 2012 pg.16 ln.17-20]. Holland has still yet to see a true authenticated true copy of the contract. According to Ms. Banks perjured declaration Alaska has destroyed the agreement. In Respondent reply (pg. ¶3) it states that Alaska is the holder of the contract. That is not true, the contract was not proffered for inspection, and Holland objected and questioned the illegible, altered agreement.

*"Possession is a requisite to the status of 'holder in due course'; and therefore following the release of the check to Backus for reissue, the bank could not claim to be a 'holder *761 in due course' as to another claimant who might come into possession of the reissued check.*

Investment Serv. Co. v. Martin Bros. Container &

Timber Products Corp., 255 Or. 192, 465 P.2d 868 (1970). In any event, the depositary bank was a holder in due course of the item to the extent of its advances until its release of possession of the item to its customer payee on July 29, 1970." *Schnitger v. Backus*, 10 Wash. App. 754, 760-61, 519 P.2d 1315, 1319 (1974).

d. Where are the instruments (checks)?

In both case January 24, 2012 and April 6, 2012 both instruments were offered as tender for payment on the obligation. On both occasions Alaska assented to the offer. Alaska's asserts that it did not keep Holland's instrument he tendered as payment to Alaska on January 24th, 2012. "Court: So, Mr. Draper, is the check – 'do you' folks still have the checks?" "Draper: Your Honor, I decline that assertion. We believe we returned it to Mr. Holland, but we don't have the evidence of that fact. And we searched everywhere for it, and we simply can't find it" [Transcript July 13, 2012 pg.12, Ln. 20-25].

- e. Alaska has securitized and monetized Holland's instruments and received consideration.

Securitization - is a financial transaction in which assets are pooled and securities. An example would be a financing company that has issued large number of auto loans and want to raise cash so it can issue more loans.

"<http://www.riskglossary.com/link/securitization.htm>"

The truth of the matter why Alaska can't produce any of the actual instruments, including the loan agreement, but only a photo copy of each instrument, is rather simple. Alaska does what banks do best. They securitize and monetize the instruments and sell the 'securities' to a secondary market to generate more cash.

**D. WHETHER THE SUPERIOR COURT ABUSE ITS
DISCRETION GRANTING SUMMARY JUDGMENT
WHEN AN EXISTING AGREEMENT WAS IN**

**PLACE BASED ON ACCORD AND
SATISFACTION?**

On April 6, 2012 Holland in good faith, entered into an agreement again with Alaska and, tendered Alaska the final payment, check #1102 for \$120.00 with a letter explaining “Enclose you will find the final payment...”. The instrument had the following written on the memo line “Final Payment for Loan” (CP 97 Decl. Banks ¶6 Ex, E).

“An accord is a contract between debtor and creditor to settle a claim by some performance other than that which is due. Satisfaction occurs when the accord is performed.

***393 Plywood Marketing Assoc. v. Astoria Plywood Corp., 16 Wash.App. 566, 574, 558 P.2d 283 (1976). Any claim, whether disputed, unliquidated, or undisputed and liquidated, may be discharged by an accord and satisfaction. Harding v. Will, 81 Wash.2d 132, 138, 500 P.2d 91 (1972). The parties agree, moreover, that in the factual context of this case the following statement of law applies:” State, Dept. of Fisheries v. J-Z Sales Corp., 25*

Wash. App. 671, 676, 610 P.2d 390, 392-93 (1980). Once again Alaska has assented to Holland's offer. "An offer may invite or require acceptance to be made by an affirmative answer in words or by performing or refraining from performing a specific act, or may empower the offeree to make a selection of terms in his acceptances"

Restatement (second) on Contracts §30

The language on both the check and letter plainly stated in simple to understand language, what the check was for. Thus Accord and satisfaction has been agreed with by both parties. Alaska had opportunities to return either of Holland instruments buy they have kept them both. Just like Alaska has always kept in the pass Holland's instruments.

**E. EVERY ELEMENT OF RESPONDENT'S BREACH
OF CONTRACT CLAIM RAISES GENUINE ISSUES
OF MATERIAL FACT . WHETHER THE SUPERIOR**

**COURT ERR IN GRANTING ALASKA MOTION
FOR SUMMARY JUDGMENT ?.**

a. Respondent Failed to meet its burden of proof

To successfully prove a breach of contract, Alaska has the burden of proof with respect to the three basic elements: 1) the making of a contract, 2) the breach of the contract by Holland; and 3) the damages resulting to Alaska from the breach. Fidelity and Deposit Co. of Maryland v Dally, 148 Wash.App. 739, 745, 201 P.3d 1040, 1044, 68 U.C.C. Rep. Serv. 2d 44 (div.2 2009) (“To prevail on a contract claim, the plaintiff must show an agreement between the parties, a parties’ duty under the agreement, and a breach of that duty”); Bogle and Gates, P.L.L.C v Holly Mountain Resources, 108 Wash. App. 557, 32 P.3d 1002 (Div, 1 2001)

The essential facts or elements of a contract include the subject matter, the parties, the promise, the terms and conditions and the consideration, Id. In order for Alaska to prevail on a breach of contract claim, it must prove ALL

THREE elements. The simple fact is the Respondent has failed to prove all the required elements. It has not proved or mentioned anything about damages it received from this alleged breach. In order for Alaska to be successful in its breach of contract claim, Alaska must prove each essential fact or elements of the contract. Bogle and Gates, P.L.L.C v Zapel, 121 Wash. App. 444, 90 P.3d 703 (Div. 1 2004); Bogle and Gates, P.L.L.C v Holly Mountain Resources, 108 Wash. App. 557, 32 P.3d 1002 (Div. 1 2001). The essential facts or elements of a contract includes the subject matter, the parties, the promise, the terms and conditions and the consideration. Id. In the instant case, Alaska has proffered no evidence of damages of the breach, or the consideration. Draper has stated [Transcript July 13, 2012 pg. 4 ln. 18-19]“We lent the defendant money to purchase his vehicle” that’s not true. A bank cannot lend money upon a personal security. “... *the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit.*” Seligman v. Charlottesville Nat.

Bank, 3 Hughes 647, Fed Case No.12, 642, 1039”.

VI. CONCLUSION

The Respondent has not successfully prove all the required elements of the breach of contract. Holland has shown perjured testimony on behalf of the Respondent. And in the light of the perjured declaration testimony submitted by the respondent their case failed.

WHEREFORE Holland respectfully requests:

- 1) The overturn the trial court summary judgment, (CP at 180-182),
- 2) The overturn defendant’s order denying motion to dismiss (CP at 79-80)
- 3) All awards issued to the respondent be returned to Holland as all and any awards, orders and judgments in the instant matter was received on behalf fraud perpetrated by the respondent.

- 4) Holland also seeks reimbursement costs of this entire appeal process.
- 5) Asks the court to deny any and all cost/fees requested by the Respondent as that will be unjust enrichment.
- 6) If the trial court remands this case anew, Holland requests change of venue to the Federal courts due to crimes of perjury committed by the Respondent.

DATED: April 11, 2013

/s/Dwight Holland
325 Washington avenue So.
Kent, Washington [98032]
Pro Se

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Thank You

Dwight Holland

Appellant

v

Alaska USA Federal Credit Union

Respondent

Case Number: 88015-8

Filer: Dwight Holland

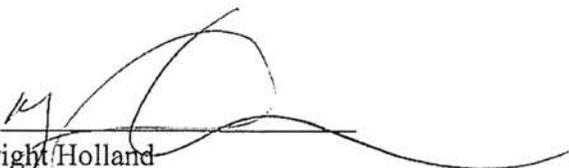
Phone: 26-290-9460

email: dmanh3@comcast.net/dmanh12@hotmail.com

CERTIFICATE OF SERVICE

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UNDER PENALTY OF PERJURY, I CERTIFY THAT A COPY OF THE FOLLOWING
Appellant Reply Brief was sent certified mail to the business office of James Draper Attorney at
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420 Bellevue, WA 98004

By: 
Dwight Holland
325 Washington avenue South
Kent, WA [98032]

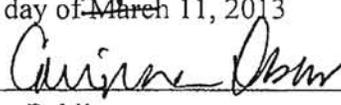
STATE OF WASHINGTON

ss.

COUNTRY OF KING

BEFORE ME personally appeared Dwight Holland who, being by me first duly sworn
and identified in accordance with Washington State law, did execute the foregoing in my

presence this ^{April 11th} day of ~~March~~ 11, 2013



Notary Public

My Commission Expires: 10/8/2016

Notary Public
State of Washington
Corinna Obar
Commission Expires 10/08/16

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Dwight Holland
Appellant
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Respondent

Case Number: 88015-8

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