Supreme Court No. 96936-1
Court of Appeals No. 76669-4-I

SUPREME COURT
OF THE STATE OF WASHINGTON

ALLIANT CREDIT UNION,

Respondent.

v.

IMELDA ABREGO,

Petitioner.

ANSWER TO PETITION FOR REVIEW

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Respondent Alliant Credit Union ("Alliant") respectfully submits this answer in opposition to Imelda Abrego's March 11, 2019 Petition for Review of an unpublished decision of Division One of the Court of Appeals dated December 31, 2018, in *Alliant Credit Union v. Imelda Abrego*, No. 76669-4-I, which affirmed summary judgment in favor of Alliant.

I. INTRODUCTION

This Court should deny review. Ms. Abrego's petition does not raise a genuine issue that could be of concern this Court. The Court of Appeals' opinion in this case is narrowly drawn to the facts and appropriately applies controlling precedent.

Ms. Abrego was a participant in a scheme to obtain $65,000.00 from Alliant via the submission of a vehicle loan application for a 2014 Mercedes GL 450 that the schemers never intended to acquire. Following approval of Ms. Abrego's vehicle loan application, Alliant purchased and delivered to Ms. Abrego an official check for $65,000.00 which she in turn sent to another member of her group in Miami, Florida, rather than the Mercedes dealership. Alliant later learned that the check was somehow cashed in Florida. Ms. Abrego admitted that she temporarily propped-up the scheme by making monthly loan payments (five) and by actually obtaining liability insurance on the non-existent Mercedes (providing proof of that insurance to Alliant). For months while making the loan payments, Ms. Abrego assured Alliant she would be delivering it the original Mercedes title. She never did.

Instead, Ms. Abrego defaulted on the loan. Alliant initiated suit in King County Superior Court, and Ms. Abrego subsequently filed a bankruptcy petition. Both Alliant and the United States Bankruptcy Trustee filed independent non-dischargeability actions for fraud (and other causes), and on June 24, 2016, Ms. Abrego waived her bankruptcy discharge.

Prior to waiving her discharge, Ms. Abrego admitted to obtaining the Alliant loan, to receiving the $65,000.00 check, to overnighting that check to an individual named Deon Glover in Miami, Florida, to making multiple loan payments and to insuring the non-existent Mercedes. She further admitted that she agreed with her partners to take the Alliant loan in her own name.

Despite this, following the Bankruptcy Court's approval of her waiver of discharge, Ms. Abrego filed a counterclaim against Alliant and its' attorneys in the King County action, alleging what the Court of Appeals framed as abuse of process.

The trial court granted Alliant summary judgment on its claim and Ms. Abrego's counterclaim. The Court of Appeals affirmed Alliant's judgment, holding, among other things, that the "sham affidavit" rule precluded Ms. Abrego from manufacturing an issue of fact by providing later testimony that contradicted, without explanation, previously given clear testimony. The Court of Appeals also affirmed dismissal of Ms. Abrego's counterclaim, holding that Ms. Abrego had not shown the existence of any ulterior purpose for Alliant's lawsuit. Finally, the Court of Appeals affirmed dismissal of Ms. Abrego's "counterclaim" against Alliant's attorneys,

correctly holding that even if Ms. Abrego hypothetically could establish the elements of abuse of process as to Alliant, that RCW 4.24.350(3) precluded indistinct claims against Alliant's attorney.

In her petition for review, Ms. Abrego does not seek review of the Court of Appeals' affirmation of summary judgment. Rather, she assails the constitutionality of two limited, interim discovery orders. Her petition is fundamentally without merit.

II. STATEMENT OF ISSUES.

1. Should the Court deny review under RAP 13.4(b)(3) because Ms. Abrego's self-generated frustrations with two limited, interim discovery orders does not amount to a significant question of law under the Constitution of the State of Washington?

2. Should the Court deny review under RAP 13.4(b)(1) & (2) because the Court of Appeals' decision followed well-established precedent?

III. STATEMENT OF THE CASE.

On November 5, 2014, six days after submitting an online loan application to Alliant Credit Union ("Alliant") to induce Alliant to loan her $65,000.00 towards the financed purchase of a 2014 Mercedes GL 450, petitioner Imelda Abrego ("Ms. Abrego") electronically-signed via *Docu-Sign* a loan and security agreement and related documents. CP 182-185, 216-235.

Following Ms. Abrego's submission of income verification, completion of an 18-question *Docu-Sign* security/authentication protocol,

Alliant's receipt of the e-signed loan documents, and two telephonic verifications with Ms. Abrego at her home in Seattle, Alliant purchased a $65,000.00 official check from a third-party vendor, Moneygram Payment Systems, Inc. ("Moneygram"), and overnighted the official check to Ms. Abrego at her home in Seattle, with instructions to present the check to the dealership, and in turn to have the dealership send the original Mercedes title to Alliant. CP 182-185; 216-238.

Ms. Abrego, however, did not present the check to the dealership. CP 514-15. Instead, she overnighted the $65,000.00 check to a private individual in Miami named Deon Glover, who Alliant later discovered was the roommate of Chance Carter, a romantic target / prospective business partner of Ms. Abrego. CP 509, 514-15; 525. Moneygram later informed Alliant that the $65,000.00 check was presented and honored at a southeastern United States bank called Branch Banking and Trust. CP 106. According to documents Alliant obtained in discovery, it turned-out that after Ms. Abrego sent Deon Glover the check, Mr. Carter quickly ceased communication with her. CP 529-536. Ms. Abrego would later admit to Alliant that "the vehicle was not real." CP 190.

In the meantime, however, Ms. Abrego propped-up the plan to deceive Alliant. She made the regular monthly loan payment for five months, from December, 2014 through April, 2015. CP 240. In March, 2015, after Alliant advised her that the Loan payment amount would increase unless Alliant was provided with proof of insurance, Ms. Abrego obtained and

provided Alliant with proof of insurance on the non-existent Mercedes. CP 186, 247-48. She continually told Alliant she was working with the dealership to obtain the title. CP 186, 190.

However, the Mercedes title never arrived. CP 186. After Alliant made increasingly frequent requests to Ms. Abrego that she send Alliant the Mercedes title, in May, 2015, Ms. Abrego finally admitted to Alliant that the Mercedes was "not real" and that "she did not have the vehicle and that she was part of a business where the vehicle was to be used for business purposes." CP 186, 190.

Alliant initiated suit in King County shortly thereafter, and Ms. Abrego filed a chapter 7 bankruptcy petition. CP 583-84. Ms. Abrego retained Seattle attorney James Shafer, who defended her at Alliant's February, 2016 bankruptcy deposition. CP 419. During her bankruptcy deposition, Ms. Abrego admitted obtaining the loan from Alliant (CP 525-26, 538-41), and testified that the plan between her and her business partners was for her to personally obtain the loan, and then for the "business" to assume it later. CP 512, 533. Ms. Abrego testified that the business was supposed to be a South Beach restaurant seeded with $400,000 ($130,000 from each of three "partners"[1]), but she could not explain why a new restaurant would use 15% of its seed money on one personal luxury vehicle. CP 423-25.

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[1] Ms. Abrego also obtained an additional $65,000 from Suntrust Bank to complete her $130,000 contribution. CP 424-25.

Subsequently, both Alliant and the United States Bankruptcy Trustee filed independent non-dischargeability actions for fraud (and other causes) against Ms. Abrego (CP 586-616) and on June 24, 2016, Ms. Abrego waived her bankruptcy discharge, meaning any debt that existed on the petition date (including the Alliant loan) could never be discharged in bankruptcy. CP 618-19.

Ms. Abrego's counsel subsequently withdrew from the King County action, and Ms. Abrego filed a *pro se* answer and counterclaims against Alliant (and Alliant's attorneys Turnbull & Born, PLLC) in the King County action. CP 12-18. While the counterclaim's cause of action was substantially unclear, it was most fairly framed as either malicious prosecution or abuse of process[2]. CP 12-18. The trial court granted Alliant's summary judgment motion holding Ms. Abrego liable on the loan, and dismissing her counterclaims. CP 559-63.

In her appeal, Ms. Abrego argued for the first time that she never applied for the $65,000 loan and never authorized others to do so in her name. Abrego Br. 31-32. Citing the "sham affidavit" rule articulated in *Taylor v. Bell*, 185 Wn.App. 270, 294, 340 P.3d 951 (2014) (and its predecessor cases), the Court of Appeals held that her new, contradictory

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[2] The Court of Appeals considered the counterclaim's cause of action to be abuse of process (which is how Ms. Abrego characterized it on appeal), but in a footnote did note that to the extent the counterclaim could be considered a claim for malicious prosecution, Ms. Abrego could likewise not establish the elements of malicious prosecution as a matter of law. Op. 14.

allegation that she had nothing to do with the loan did not create a material issue of fact. Among multiple other admissions, the Court of Appeals highlighted Ms. Abrego's submission of a police report filed just prior to the bankruptcy filing in which she admitted under penalty of perjury that she had "obtained a loan for the business in the amount of $65,000 from Alliant Credit Union." Op. 8-9. In affirming summary dismissal of Ms. Abrego's counterclaims, the Court of Appeals held that Ms. Abrego could not satisfy any of the elements of abuse of process as to Alliant or its attorney. Op. 13-15.

On March 8, 2019, Ms. Abrego filed a petition asking this Court to grant review, not of the order granting summary judgment, but rather of two limited discovery orders.

IV. ARGUMENT.

The Court should deny review. Ms. Abrego has not met the criteria required for a discretionary grant of review by this Court.

> A petition for review will be accepted by the Supreme Court only:
>
> (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or
>
> (2) If the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; or
>
> (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or
>
> (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

RAP 13.4(b).

The present case presents none of those questions. While significant discovery errors can rise to the level of Constitutional questions, Ms. Abrego has not even identified any actual discovery errors made by the trial court in this case. Rather, her vague frustrations are exclusively a result of her failure to comply with basic discovery processes.

A. Review Should Not be Granted Under RAP 13.4(b)(3) Because a Significant Question of Law under the Constitution is Not Involved.

Ms. Abrego first argues that review should be granted under RAP 13.4(b)(3) as she submits that the trial court's interim discovery orders violated her Constitutional rights. They didn't, and Ms. Abrego misrepresents the nature of the trial court's order.

Self-generated frustrations with the basic discovery process are not significant Constitutional questions. Ms. Abrego devotes most of her petition to vague generalities about the importance of discovery in the civil process, but fails to identify any actual discovery that she was improperly denied, nor how the result in this case would have been different had the trial court handled her discovery frustrations differently. Nowhere in her petition does she even reference an actual unanswered interrogatory or request for production.

Ms. Abrego is understandably frustrated. She conceded this debt at a time she thought she could discharge it in bankruptcy (while represented by

counsel)[3]. Now, it is non-dischargeable. She appears to have been manipulated (at least in part) by a romantic target (Chance Carter), who somehow convinced her to get money from Alliant under the guise of a Mercedes loan and send it to him. Now, she is going to have to pay it back (unless she can collect it herself from Mr. Carter).

But, those frustrations do not excuse this frivolous petition, nor Ms. Abrego's misrepresentation to this Court that the trial court prohibited her from making any future discovery motions.

1. The First Interrogatories and Requests for Production.

Ms. Abrego issued first interrogatories and requests for production of documents to Alliant on July 25, 2016. CP 45-61. At that time, the trial court action had been stayed as a result of Ms. Abrego's bankruptcy[4]. Alliant served Ms. Abrego its answers and responses to her first interrogatories and requests for production on September 21, 2016 along with 159 pages of responsive documents. CP 64, 160.

Ms. Abrego's first discovery requests included a number of unanswerable and inappropriate requests largely related to her fundamentally mistaken belief that Alliant was involved in the back-end check-clearing

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[3] She even listed the Alliant loan as an undisputed debt in her bankruptcy schedules (CP 541) and listed the 2014 Mercedes as a personal asset (CP 538).

[4] The trial court reinstated the King County case by Order dated August 22, 2016. CP 65.

transaction and had the ability to stop the check she sent Mr. Carter from being cashed.

For example, in Interrogatory No. 1 and Request for Production No. 2, Ms. Abrego requested a description of the path the check took from "being issued to the funds being dispersed" and demanded that Alliant provide her with a copy of the internal policies of whatever bank(s) Mr. Carter selected to cash the check. CP 51-52.

Alliant's answer to Interrogatory No. 1 stated:

> On November 6, 2014, the $65,000.00 check made payable to Imelda Abrego and Lauderdale Luxury Automotive for the purposes of the defendant Abrego's financed acquisition of the 2014 Mercedes which was subject to the Defendant Abrego's contract with plaintiff was overnighted to the defendant Abrego at her home address of 4815 California Ave SW, Apt. 217 Seattle, WA 98116. The defendant Abrego endorsed the check, and rather than deliver it to the automobile dealership as required by the contract per her admitted deposition testimony, fraudulently delivered it to Chance Carter c/o Dion Glover at 1977 NE 119th Rd., Miami, FL 33181-3319. Based on a later inquiry following the discovery of defendant Abrego's fraud, it appears that the check cleared at Branch Banking and Trust Company in Winston-Salem, North Carolina.

CP 106.

Similarly, in Interrogatory No. 3, Ms. Abrego asked Alliant to "provide description and copies of all forms of identification used by the person(s) with check # 00 0001230753." CP 53. Alliant interpreted this request as seeking the identity of the person who presented the check to be cashed.

Alliant's answer to Interrogatory No. 3 stated:

> See generally response to Interrogatory No. 1, Interrogatory No. 2 and Request for Production No. 2. Objection as to any unanswered portion of Interrogatory No. 2 as the request seeks information outside of the custody and/or control of plaintiff.

CP 107[5].

2. <u>The CR 26(i) Violation</u>.

On September 16, 2016, Ms. Abrego filed a motion to compel answers to her first interrogatories without a discovery conference in violation of CR 26(i). CP 19-26. Despite having received Alliant's discovery responses and despite being notified she had not complied with CR 26(i), Ms. Abrego refused to strike her motion to compel. CP 64-68; 161; 363.

In response, the Court ordered that the "parties and counsel shall immediately and in good faith, meet and confer in compliance with CR 26(i) and KCLR 37(e)" and upon completion "shall file a joint Certificate of Compliance KCLR 37(f) and advise the Court of any outstanding discovery issues." CP 82.

This is the first of two orders that Ms. Abrego alleges violated her Constitutional rights.

The CR 26(i) telephonic discovery conference occurred September 28, 2016. CP 86.

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[5] Finally, as a parting shot, and in an apparent jab at Alliant's cause of action for unjust enrichment, Ms. Abrego cynically asked Alliant in Interrogatory No. 15 to "explain the benefits that Defendant Imelda Abrego has received and how her life has been enriched." CP 60.

Nearly a month later, on October 24, 2016, Ms. Abrego e-mailed Alliant's attorney a proposed Joint Certificate of Compliance. CP 97-102. The proposed Joint Certificate was inflammatory and inaccurate. Id. Rather than attempt to redline Ms. Abrego's draft, Alliant interlineated into Ms. Abrego's form section-by-section counter-statements. (The Court's order (CP 140-41) references plaintiff's proposed joint certificate, but it was not included in the Clerk's Papers as the issue was not raised in the Court of Appeals).

Ms. Abrego rejected all of Alliant's counter-statements and unilaterally filed her inappropriate "joint" certificate without Alliant's approval. Abrego Br. 41.

3. Ms. Abrego Continues to Refuse to Believe that Alliant did not Clear the Check.

The primary issue was Ms. Abrego's refusal to educate herself as to basic discovery rules or the check-clearing process. Alliant had answered all of Ms. Abrego's appropriate discovery requests in good faith. As Alliant's attorney attempted in vain to explain to Ms. Abrego at the CR 26(i) conference, the majority of what Ms. Abrego sought (for example the internal policies of other financial institutions and information regarding the deposit and clearing of an official check by another financial institution) was information fundamentally not in Alliant's possession nor available to it.

Ms. Abrego was stuck on her hope that, despite the admissions she made in her bankruptcy deposition (and elsewhere), perhaps the missing endorsement (of the dealership) might prove that Alliant was negligent in

honoring the check, and that Alliant would have information from the check's clearinghouse transaction that would support this mistaken belief. CP 84, 255.

During the CR 26(i) conference, Alliant's counsel attempted to explain Alliant's process for funding vehicle loans and why Alliant would have no way to track the check once she sent it to Deon Glover.

Specifically, the $65,000.00 check was purchased by Alliant from a third-party issuer, Moneygram. CP 185, 237. The check was a Teller's check (meaning a draft drawn by a bank (i) on another bank or (ii) payable at or through a bank; see e.g. RCW 62A.3-104(h)). Alliant was the drawer of the check (the person who ordered payment) and Moneygram was the drawee (the person ordered to make payment). See e.g. RCW 62A.3-103(2) & (3). Once purchased, the check was guaranteed funds drawn on the account of Moneygram, not on account of Alliant. Moneygram's official checks are accepted by vendors such as automobile dealerships throughout the United States to enable more immediate access to financed goods. CP 497.

4. <u>Another Motion to Compel</u>.

Nonetheless, Ms. Abrego remained unswayed, and continued to demand that Alliant provide her with documentation regarding whatever bank in Florida that Mr. Carter convinced to cash the check. Accordingly, on November 23, 2016, Ms. Abrego filed a second motion to compel answers and responses to the same first interrogatories and requests for production of documents. CP 83-115.

In response, Alliant highlighted, among other things, the fundamental flaw in Ms. Abrego's position, i.e., that she made the willing decision to send the $65,000.00 official check to Deon Glover in Miami, rather than the automobile dealership as contractually required, and that once she decided to do that, Alliant had no way to track the check as it was not drawn on an Alliant account. CP 509, 525. Alliant articulated the Teller's check analysis, described above, and suggested that if Ms. Abrego believed that information surrounding her business partner's presentation of the check at Branch Banking and Trust was relevant to this case, she could subpoena Branch Banking and Trust.

Ms. Abrego's "joint" certificate illustrates the challenge facing the Court as a result of Ms. Abrego's refusal to educate herself. In response to Alliant's discovery answer that it could not provide Ms. Abrego with the internal policies of other financial institutions, she wrote:

> Plaintiff counsel stating "Plaintiff has no information regarding the internal policies of [other] financial institutions...." is a deceptive response. We all know that the financial industry is among the most highly regulated industries. Therefore, each financial institution is required to have policies and procedures in place to comply with all regulations within and between institutions. If Plaintiff does not have information, this leads to a much bigger issue of financial institutions operating outside of compliance for which Defendant Imelda Abrego should not be held responsible for.

CP 99.

Alliant's counsel encouraged Ms. Abrego to consult or retain a new attorney, and even offered to make some referrals. CP 138. To no avail.

The trial court subsequently entered an Order denying Ms. Abrego's second motion to compel. CP 140-41. In the Order, the Court held that Alliant's answers to Ms. Abrego's first interrogatories and requests for production could not be the subject of any additional discovery motions, provided that Alliant remained subject to the continuing obligation to supplement its responses pursuant to CR 26(e).

With that said, contrary to her representations to this Court, Ms. Abrego was in no way precluded from additional discovery or additional discovery motions. Rather, she was ordered not to bring any additional motions to compel related only to Alliant's answers to her first interrogatories and requests for production of documents. CP 140-41.

Notably, Ms. Abrego never issued any additional interrogatories or requests for production of documents. She never issued requests for admission. She never noticed a deposition of Alliant or any third party witness. To Alliant's knowledge, Ms. Abrego never issued a subpoena to Branch Banking and Trust Company or to Moneygram.

Finally, Ms. Abrego did not appeal either discovery order, nor did she assign error to either discovery order in her appeal.

No significant Constitutional question is involved.

B. Review Should Not be Granted Under RAP 13.4(b)(1) Because the Court of Appeals' Decision does not Conflict with any of this Court's Decisions.

Ms. Abrego additionally argues that the Court of Appeals' decision conflicts with five Washington Supreme Court cases and one United States

Supreme Court case (while seven citations are listed, one case appears to be listed twice). However, she fails to articulate any actual conflict between the Court of Appeals' decision and these cases.

Each of Ms. Abrego's cited opinions includes some mention of discovery. Giving Ms. Abrego the benefit of the doubt, she is presumably continuing her discovery argument and is alleging that the trial court's discovery orders conflict with the discovery portions of the cited opinions.

There is no conflict, however. As to the court's first discovery order, it was Ms. Abrego, not the Court, who violated CR 26(i) and CR 37(a) when she filed a motion to compel without first conferring with counsel. The Court simply enforced the rule.

As to the court's second discovery order, the Court appropriately exercised its broad discretion in addressing Ms. Abrego's stubborn refusal to appropriately engage in basic, appropriate discovery. Ms. Abrego cannot force Alliant to issue third-party subpoenas, and the Court appropriately recognized this. Ms. Abrego's entire argument was and is fundamentally pointless as CR 45 expressly gave her the right to issue the subpoenas herself. Alliant uncovered and provided Ms. Abrego with the name of the bank where her boyfriend cashed the check (Branch Banking and Trust). She simply could have issued a subpoena. Instead, she relentlessly sought to make Alliant get that information for her, and the Court finally stopped her.

The Court's orders were well within its discretion. CR 37(a)(2) provides that if the Court denies some or all of a motion to compel, "it may

make such protective order as it would have been empowered to make on a motion made pursuant rule 26(c)".

Under CR 26(c) courts are granted broad discretion to tailor relief regarding the scope of discovery. "[CR] 26(c) was adopted as a safeguard for the protection of parties and witnesses in view of the almost unlimited right of discovery given by Rule 26(b)(1). The provision emphasizes the complete control that the court has over the discovery process." 8A Charles Alan Wright, Arthur R. Miller & Richard L. Marcus, *Federal Practice and Procedure* § 2036 (2010) (footnote omitted). CR 26(c) allows the court to "make any order which justice requires to protect a party or person from annoyance ... or undue burden and expense." CR 26(c) (emphasis added).

Additionally, CR 26(c) unambiguously provides courts significant authority to craft various remedies to tailor the discovery process. See *King v. Olympic Pipe Line Co.*, 104 Wn.App. 338, 371, 16 P.3d 45 (2000) ("Both the rule and the case law thus provide a trial court with substantial latitude to decide when a protective order is appropriate and what degree of protection is required given the unique character of the discovery process."). Thus, a court may be as inventive as it needs in order to achieve the purposes of the rule. *Dalsing v. Pierce County*, 190 Wn.App. 251, 263, 357 P.3d 80 (2015).

Here, the Court did not preclude additional discovery. It simply exercised its discretion to protect Alliant from additional motions to compel on litigated discovery requests that should have been directed to third parties.

No conflict exists between the Court of Appeals' decision and Ms. Abrego's cited cases.

C. Review Should Not be Granted Under RAP 13.4(b)(2) Because the Court of Appeals' Decision does not Conflict with any Published Decision of the Court of Appeals.

The same analysis applies under RAP 13.4(b)(2) as under RAP 13.4(b)(1) above. The two cases cited by Ms. Abrego include some discussion of discovery. But the Court of Appeals' opinion in this case does not conflict with either case.

D. Attorney's Fees for Answering the Petition for Review

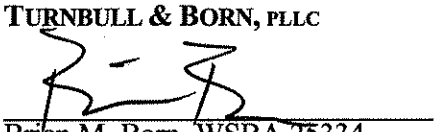
Alliant respectfully requests that this Court deny review and grant it attorney's fees and costs related to preparation and filing of the answer to petition for review pursuant to RAP 18.1. Alliant was granted summary judgment and attorney's fees by the trial court. Alliant prevailed in the Court of Appeals, and was granted it's appellate attorney's fees by the Court of Appeals. The loan agreement contains an attorney's fee provision. CP 5.

V. CONCLUSION.

For the foregoing reasons, the Court should deny review.

Dated April 3, 2019.

TURNBULL & BORN, PLLC

By: 

Brian M. Born, WSBA 25334
Attorneys for Respondent Alliant Credit Union

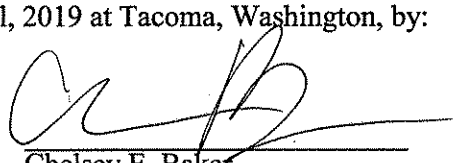
DECLARATION OF SERVICE

I hereby declare that on April 3, 2019, I caused to be delivered to the following person(s) a true and correct copy of Respondent's Answer to Petition for Review, in the manner provided:

Imelda Abrego 2850 Yancy St. #146 Seattle, WA 98126	[X] Postage Paid US Mail [ ] Facsimile [ ] Legal Messenger [ ] Electronic Mail

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED this 3rd day of April, 2019 at Tacoma, Washington, by:



Chelsey E. Baker

TURNBULL & BORN PLLC

April 03, 2019 - 12:10 PM

Transmittal Information

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