

72794-0

72794-0

NO. 72794-0

STATE OF WASHINGTON COURT OF APPEALS  
DIVISION I

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IDALIE MUÑOZ MUÑOZ,

Appellant.

v.

MATTHEW J. BEAN,

Respondent.

**APPELLANT'S REPLY BRIEF**

Idalie Muñoz Muñoz, Appellant pro se  
326 South 327<sup>th</sup> Lane  
Federal Way, WA 98003  
(253) 344-1008

2016 OCT 30 AM 8:42  
COURT OF APPEALS DIV I  
STATE OF WASHINGTON

*Idalis*

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10/25/17

The following is Appellant's Reply to Appellee's 8/20/15 response brief:

**A. Appellee's Response Contains Multiple Errors**

**1. Appellee "miscalculated" the actual period of my federal service**

**1a)** Appellee attempted to try the case here because they sabotaged their own case in the lower court. When they had the opportunity to do so, they **refused to respond to my interrogatories and requests for production.**

**In August 2014, they abruptly ended discovery.**

**1b)** In their response brief, Appellee violated RAP Rule 10.3(b) and (c) multiple times: "*A reply brief should ... be limited to a response to the issues in the brief to which the reply brief is directed.*" In their 50-page response brief, instead of addressing Appellant's Brief, Appellee attempted to try my original federal employment discrimination case. They repeated the same blunders perpetrated by Bean, which first prompted my malpractice lawsuit against Bean in the lower court.

**1c)** Based on Appellee's claims in their response brief, it is obvious that, throughout the proceedings in the trial court and in their response brief, they totally ignored and never addressed the contents of my First Amended Complaint and its exhibits CP 45-1299.

**1d)** Below is one such example from Appellee's response brief: "*Ms. Muñoz was hired as a media specialist on February 2, 2008, and was*

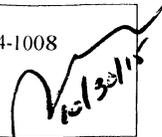
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*terminated less than a year later.”* (Appellee’s Brief, Pg 3, Para A) **I worked from 2/4/2008 to 2/2/2009. Because 2008 was a leap year, with 29 days in February, I worked 365+ days—a well-documented service of 52+ full calendar weeks, representing 12 calendar months, because I was on the federal payroll as of 2/3/2008.** Appellee’s response brief again committed the same lack of common knowledge error as Bean did in 2010-11 by erroneously calling 365+ days as *“less than one year.”*

**1e)** During the **2½ months** (1/3/2011 to 3/15/2011) of Bean’s “representation,” the extent of Bean’s malpractice was so serious that he could not even accurately count how many days were in the period cited above to be 365+ days, which was more than one calendar year. This miscalculation was a grievous error parroted in lockstep by his attorneys.

**1f)** Bean deliberately interpreted my in-service period as less than one year: two days short of a year. In an email dated 1/4/2011, Bean stated: *“You still have to show that you are protected under the statute. (The legal concept of "standing".) Everything I've seen indicates that these statutes apply only to those folks who have a year of service or more. You don't, therefore it doesn't apply to you. If they had fired you on 2/6, you would be protected; that's why they hurried up and fired you on 2/2.”*

(First Amended Complaint CP-45-1299: Pg 27, para 59) This statement alone proves that Bean did not even read the documents I provided to him

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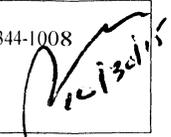
for proving that I started working on Monday, 2/4/2008 and my last day, Monday, 2/2/2009, was fully credited.

**1g)** The actual length of my federal service during that period and the commensurate employment rights therein were at the core of my C10-1475 federal case presently under appeal in the Ninth Circuit Court. (See First Amended Complaint & related exhibits cited, CP 45-1299, pp 27-28, para 58-61, 63; pp 38-39, para 93, 95; pg 41, para 105; pg 42-43, para 107-110; pg 44, para 112, 113; pg 58, para 164a; pg 60-64, para 171, 172, 174, 175; pg 65, para 179; pg 81, para 249-252)

**2. Appellee Misled the Court about Bean’s Representation**

**2a)** Bean’s representation as my attorney-of-record (AOR) only started on 1/3/2011 and ended with his final withdrawal on 3/15/2011. From 12/16/2010 through 1/3/2011, Bean was not my AOR but only one of the several attorneys consulted by me. During this period, Bean pressured me to sign multiple contracts. Without any proof whatsoever, Appellee falsely claims that “*Mr. Bean was Ms. Muñoz’s attorney for approximately five months....*” (Appellee’s Brief, Pg 4, Para 1)

**2b)** The fact that Bean jumped the gun on 12/22/2010 and falsely claimed to be my AOR, without my knowledge and without my consent, violates RCW 2.44.010. Bean’s jumping the gun is a core issue of my malpractice suit against Bean. (See First Amended Complaint, CP 45-1299: pp 7-8,

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para 19; pg 13, para 33, 34; pg 18, para 45; pg 19, para 46; pg 23, para 49; pg 54, para 147; pg 86, para 283)

In my First Amended Complaint, page 54, para 147, I cited the following:

“In an email dated 2/18/11, I enumerated to Bean some of the major reasons for not trusting him as my lawyer: *“I have reasons not to trust you. I am still waiting for a full account of what happened at the February 8, 2011, status conference between you and the U.S. Attorney. You never notified me that you had changed the date of the status conference and I did not find out the new date until I met with you and Christine [Bean’s assistant]. You never notified me that you were going to enter a notice of appearance before we even signed a contract. What else has transpired in the interim that I still don't know about? What else?”* (See IMM to Bean, Ex #1K186, 2/18/11 12:42 pm; see also Ex 5K\_\_\_ pending discovery).”

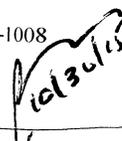
**2c)** Appellee falsely claimed that Bean was “*retained in late December 2012....*”, which time period was fully 21 months after Bean’s **withdrawal on 3/15/2011**. (Appellee’s Brief, Pg 4, Para 1)

**2d)** Appellee cited yet another glaring example of Bean’s malpractice. Their erroneous and egregious assertion that: “*Bean did not believe that she [Munoz] had a meritorious claim under the Family Medical Leave Act (FMLA), 29 U.S.C. § 2601, et seq., because she had not been employed for a full 12 months, as the FMLA requires, and it did not provide for a private cause of action in Ms. Muñoz’s case.*” (Appellee’s Brief, Pg 4, Para 2)

**2e)** Bean based his flawed representation on a seriously faulty miscalculation of my federal service, thereby erroneously concluding that I was not entitled to Family Medical Leave Act (FMLA) benefits. The FMLA does not base its eligibility requirement on a “year” but, rather, on 52 weeks or 12 months of service, definition of “a week” and “a month” as defined by FMLA law. In fact, **I amply documented that I was fully entitled to FMLA benefits because I had served 12+ FMLA-months, or 52+ FMLA-weeks, in complete compliance with FMLA requirements.** (See First Amended Complaint, CP 45-1299)

**2f)** Bean deliberately misrepresented his interpretation of my eligibility for FMLA benefits and cherry-picked through the FMLA statute to suit his ends. On 2/7/2011, just prior to the 2/8/2011 Status Conference, Bean agreed to *“to plead an FMLA claim as well.”* (First Amended Complaint, CP 45-1299: pg 36, para 89)

**2g)** Two days later, immediately after his meeting with the U.S. Attorney at the 2/8/2011 status conference, he changed his mind. Bean abruptly decided not to pursue the FMLA claim, stating: *“Unfortunately, the FMLA claim is out. The FMLA doesn’t apply to federal workers. There is what I would call a ‘little FMLA’ contained in 5 USC, but you have no remedy there.”* That statement alone would be sufficient grounds for a malpractice claim. Bean’s contention that the *“FMLA doesn’t apply to*



*federal workers*” is totally wrong. He deliberately targeted me and intentionally misled me to suit his ends. Bean should be sanctioned for giving his client such obviously bad and inaccurate advice. (See citation in para 2f, below, in **bold**)

**2h)** Bean’s misrepresentation of my rights to FMLA benefits is also one of the core issues of my malpractice suit against Bean. (See First Amended Complaint, CP 45-1299: Pg 27, para 57, 58; pg 28, para 61, 63, 64; pg 38, para 89; pg 37-38, para 90, 92, 93; **pg 41, para 104, 105**; pg 42, para 107; pg 43, para 110; pg, para 130, 131; pg 52, para 138; pg 57, para 163, 164; pg 80, para 242, 243, 244, 246; **pg 81, para 246a**)

**2i)** Appellee claimed that Bean reached his faulty conclusion that I did not qualify for FMLA benefits only “[a]fter extensive research and analysis of the facts and issues....” (Appellee’s Brief, Pg 4, Para 2) In fact, Bean came to that conclusion only after the 2/8/2011 status conference with the U.S. Attorney. (See citations, para 2d, above)

**2j)** Bean’s conclusion after the 2/8/2011 meeting is questionable. Bean’s refusal to read and review the materials I provided to him, his lack of actual expertise, his greediness to the 20% contractual return from my case and his sneaky exit strategy leading to faulty representation are core issues of my lawsuit against Bean. (See Amended Complaint, CP 45-1299)

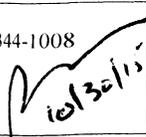
**2k)** By miscalculating my actual length of federal service, by refusing to conduct discovery, and by refusing to conduct in-depth research and analysis into the issues presented, Bean did very real harm to my case by deliberately ignoring key causes of action at the core of my employment discrimination lawsuit. (See Amended Complaint, CP 45-1299, citations, para 2d, above)

### **3. Threats to withdraw and coercive tactics**

**3a)** Even before Bean had a signed contract from me on 1/3/2011, **Bean constantly threatened to withdraw** as a means of coercing me into agreeing to a quick settlement. His **constant threats to withdraw** (dating from 12/16/2010 through 3/15/2011) **and his constant pressure to get me to sign multiple contracts** as coercion constitute the core of my lawsuit against him. (Amended Complaint, CP 45-1299)

**3b)** As a mean of coercion and intimidation, **Bean threatened to withdraw a total of seven (7) times before he finally did file his motion to withdraw on 3/15/2011:**

- 12/23/2010 (verbally over the phone before he got the agreement to act as my AOR),
- 12/28/2010 (See Bean email to IMM, Ex #2K113, 12/28/10 10:28 am before he got the agreement to act as my AOR),
- 2/16/2011 (See Bean email to IMM, Ex #2K169, 2/16/11 10:35 pm):  
*“I've pretty much made up my mind to withdraw from the case.”*

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- 2/17/2011 (See Bean email to IMM, Ex #2K178 para 1-3, 2/17/11 5:47 pm).
- 2/19/2011 (See Bean email to IMM, 2K193, 2/19/11 12:18 am).
- 3/1/2011 (See Bean email to IMM, Ex #2K196, 3/1/11 9:13 pm).
- 3/4/2011 (See Bean email to IMM, Ex #2K197, 3/4/11 10:34 pm).

On 3/15/2011, Bean filed his motion to withdraw, but he never served me. (Amended Complaint, CP 45-1299: Pg 69-70, para 191)

**3c)** To exhaust my time and to prevent me from contacting other lawyers, on 3/15/2011, Bean intentionally mishandled mailing of the withdrawal to me. He deliberately made a “mistake” when typing my address so that I was prevented from being timely informed of his withdrawal. I only learned of his “official” withdrawal in April 2011 when I visited the Court Clerk’s Office and requested copy of the docket report. (First Amended Complaint CP 45-1299: Pg 57, para 201) Additionally, to exhaust my time to hire another AOR, he prevented me from timely access to my monies in my trust account. Bean’s self-claimed “mailing” of \$4000+ of my funds to me was badly bungled. His mishandled mailing of my funds may have happened around May 2011, if only Bean could produce proof of mailing, but he refused in 2011 and so did Defending Party in 2014. In normal legal practice, a law firm would not mail a \$4000+ check through

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unsecured mail without proof of delivery. (First Amended Complaint CP 45-1299: Pg 73, para 201). Bean had knowledge of my tight financial situation. He knew no lawyer would take my case without a large retainer. Therefore, he orchestrated his May 2011 bogus mailing in order to delay as much as possible returning my funds and in order to curtail the time and resources for me to obtain other counsel. Simultaneously, Bean never stopped stating that I had such a strong case before and even after he actually withdrew. He did these contradictory actions with the intent of forcing me to return to him as my lawyer on his terms. (First Amended Complaint CP 45-1299: Pg 46, para 117)

**3d)** From the outset of Bean's legal relationship with me, Bean already knew I was a senior with multiple disabilities. On 12/19/2010, I came down with a very serious case of chicken pox, during which time Bean took full advantage of my illness to bombard me with no less than five different versions of the "attorney-client agreement," each with progressively adverse conditions for me. **On 12/31/2010, I signed those "contracts" only under extreme duress.** Therefore, Bean could not have possibly acted under my written authority as my AOR any earlier than 1/3/2011. Bean's "representation" lasted from 1/3/2011 to his withdrawal on 3/15/2011. (First Amended Complaint, CP 45-1299: pg 14-15, para 35-39; pg 16-17, para 42-44; pg 46-47, para 19-22; pg 23-24, para 49; Pg

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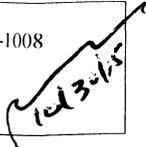
24-26, para 50, 51, 52; pg 26-27, para 53, 54, 55; pg 32-34, para 76, 77, 78, 79, 80, 81; pg 88-89, para 289-294.

**3e)** Bean viewed my other viable claims as obstacles to his quick settlement of my employment disability discrimination claim. He called my other claims “frivolous” to coerce me to drop those claims. Bean classified any claim he refused to plead as a “frivolous” claim and any claims that he thought would make the judge angry. (See First Amended Complaint, CP 45-1299: Pp 28-29, para 62-65)

**3f)** During our initial consultations in December 2010, in order to grab my case, Bean first acted in such a way as to lead me to believe that he was very experienced and would pursue all my claims. Once his status was confirmed as my attorney-of-record on 1/3/2011, Bean proceeded to cherry-pick over my claims to minimize my claims. He tried to keep the ones he liked and to reject those he didn’t like by calling them “frivolous.” (See First Amended Complaint, CP 45-1299: Pg 29, para 65-66)

**3g)** At a 2/12/2011 meeting with me, following his 2/8/2011 meeting with the U.S. Attorney, Bean told me that my wrongful discharge claim was “frivolous.” That comment completely contradicted his earlier assessment on 2/3/2011. (First Amended Complaint, CP 45-1299: Pg 38, para 94)

**3h)** After 2/8/2011, in order to implement his quick settlement strategy, Bean acted to cut deals with the U.S. Attorney by upholding only one single

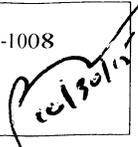
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claim and discrediting all my other viable claims and lumping these viable claims into his “frivolous” claims theory. By 2/15/2011, Bean had aligned himself even more closely to the U.S. Attorney’s position. Bean must have agreed that he would bring only my Rehabilitation Act claim, a situation which I found untenable. (See First Amended Complaint, CP 45-1299: Pg 59, para 167; pg 67, para 183, 184)

**3i)** Since he had failed to make me fire him, by 2/15/2011, Bean continued to exhibit a high level of stress and an increasingly erratic state of mind: *“I am very uncomfortable proceeding. I can be personally liable for bringing frivolous claims ... I don’t want to get sued by you for malpractice... I don’t want to spend the next year fighting you on this... As much as I like your Rehabilitation Act claim, I don’t need the stress.”*

It became clear to me that Bean only wanted to steal the effort of my previous attorney’s work without doing any work himself to develop my claims. To respond to Bean’s erratic behavior, I indicated: *“If I were only after a Camry [Bean’s analogy], I wouldn’t have come to you,”* indicating my belief to Bean that he was doing no more than had my previous attorney. (First Amended Complaint, CP 45-1299: Pg 68, para 188)

**3j)** Throughout his “representation” from 1/3/2011 to 3/15/2011, Bean continually refused my multiple requests “to sit down face-to-face to go through line-by-line all the factual grounds” because he could not produce any

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legal grounds to support his contentions that my viable claims were “frivolous.” (First Amended Complaint, CP 45-1299: Pg 63, para 174).

**3k)** During the trial court proceedings, Appellee mirrored Bean’s evasive tactics throughout his representation. On the one hand, Appellee repeatedly refused to meet with me on a face-to-face basis, on the pretext of saving their client money. However, Appellee expressed no such eleemosynary sentiments in continually filing their doorstep-size, billings-binging briefs, including incorporating voluminous pages of the exhibits I filed with the trial court, to give their brief more weight. On the other hand, and at the same time, Appellee stated that I do not have proof to back up my claims against Bean’s malpractice. (See Appellee response brief; Appendix A and B. Those appendices are all my work.)

**3l)** None of my claims against the U.S. Department of Commerce is frivolous. In all subsequent litigation, no federal judge, as of this date, has ever found my claims to be “frivolous.” In fact, after six years of pre-trial proceedings in federal court and 5,000+ pages of evidence submitted by me, not once did either the judge or the opposing counsel submit an FRCP 11 motion. (See First Amended Complaint, CP 45-1299: Pg 92, para 312)

**3m)** None of my claims against Bean in the Superior Court is frivolous. On 12/16/2014, King County Superior Court Judge Samuel Chung concluded that my lawsuit against Bean “was not frivolous” and denied all of

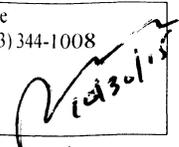
Appellee's attorney fees and costs. (See "Order Denying Mtn for Atty Fees & Costs", CP 1894-1896).

**3n)** None of my claims against the U.S. Department of Commerce is frivolous. Appellee admits that: "*After Mr. Bean's withdrawal, Ms. Munoz retained all of her causes of action to pursue, and she is still doing so.*" It is simply not possible for me to pursue "frivolous" claims through the federal courts for six years running. (Appellee's Brief, Pg 5, Third Paragraph, labeled as No. 2).

**4. Appellee has been unable to account for Bean's "representation"**

Appellee is confused as to the exact period of Bean's "representation":

- "*Mr. Bean was Ms. Munoz's attorney for approximately five months....*" (Appellee's Brief, Pg 4, Para 1),
- "*After being retained in late December 2012, Mr. Bean set to work....*" (Appellee's Brief, Pg 4, Para 1),
- "*On May 10, 2011, less than five months after the representation began, Judge John Coughenour accepted Mr. Bean's withdrawal.*" (Appellee's Brief, Pg 5, Para 1).
- "*During the short time Mr. Bean represented Ms. Munoz.....*" (Appellee's Brief, Pg 5, Para 2).
- "*Mr. Bean's less-than-five-month representation....*" (Appellee's Brief, Pg 25, Para 2).
- "*...during the less than five months he represented her.*" (Appellee's Brief, Pg 32, Para 2).



**5. Appellee summarizes the true scope and extent of Bean's malpractice**

**5a)** In their response brief, Appellee quite accurately summarized the true scope and extent of Bean's malpractice in the following paragraph:

*"During the short time Mr. Bean represented Ms. Muñoz, none of her claims were dismissed, no discovery was conducted, no pleadings were amended, and no deadlines passed. CP 1314. In fact, the only act of record taken by Mr. Bean throughout the entire course of his representation was attending a routine status conference. Id."*  
(Appellee's Brief, Pg 5, Para 2).

**5b)** Appellee pointed out that Bean filed no pleadings on my behalf. No pleadings were amended because I had already filed my First Amended Complaint on 12/16/2010 prior to my retaining Bean as my attorney-of-record on 1/3/2011. I provided Bean with almost all the needed evidence I had discovered on my own. Except for one medical provider, Dr. Locknane, my previous attorney had already obtained copies of all my medical records. Therefore, I asked Bean to send for Dr. Locknane's medical records and signed a medical release enabling Bean to do so. Other than that, Bean did not conduct any discovery whatsoever. Additionally, after his 2/8/2011 meeting with the U.S. Attorney, Bean refused to divulge whether he had received Dr. Locknane's medical records. Dr. Locknane's medical records were crucial evidence to support my disability claims. With Dr. Locknane's medical records, Bean could have pressed the U.S. Attorney for a quick settlement. Since that

*Idal 3/21/11*

time, Bean repeatedly stated that I had a “strong case” during the course of his efforts to withdraw and even in his response in July 2011 to the WSBA complaint I filed against him. Bean’s continuous threats to withdraw while at the same time affirming that I had such a “strong case” made no sense at all. As of today, I still do not know whether Bean ever obtained or reviewed the said Locknane medical records. (First Amended Complaint: Pg 26, para 55; Pg 31, para 74; pg 45, para 114-116; Pg 55, para 152)

**5c)** In an email dated 2/19/11, 12:10 AM, Bean finally admitted his plan. He told me that he would comply with the U.S. Attorney’s trial strategy to settle, based on Bean’s agreeing to file a one-claim-only (Rehab claim) amended complaint and Bean’s exclusion of all other claims: *“I have talked to the U.S. Attorney about filing the amended complaint. **The agreement we reached** was that she would answer your complaint and would not oppose a motion for leave to file an amended complaint in a form substantially similar to what I have proposed”* [emphasis added] Bean laid out his plan for an amended complaint according to what the U.S. Attorney approved. At that point, I was firmly convinced that Bean was not at all acting on my behalf, but on his and the U.S. Attorney’s. (See First Amended Complaint: Pg 47, para 119)

**5d)** Despite the fact that he had once again threatened to withdraw on 2/16/2011, on 2/17/2011, Bean was still holding out for his original plan for a quick settlement with the U.S. Attorney: “... *I think you have a good case. I think there is no question that we could go forward and get a good settlement offer.*” (See First Amended Complaint: Pp 47-48, para 121). While Bean wrote that email he had forgotten that he had ignored, if not refused, my requests several times about the basis of his agreeing to a settlement offer and whether he had received my medical records from Dr. Locknane. Bean also deliberately did not inform me that, at the 2/8/2011 status conference, he had agreed to enter into mediation with the U.S. Attorney. (See First Amended Complaint: Pg 48, para 122)

**5e)** During his period of “representation”, Bean did absolutely nothing to advance my case. After he failed to effect a quickie one-claim settlement, Bean used constant intimidation and coercion to induce me to fire him and hire another attorney, so that he could implement his exit strategy and still retain his 20% contractual interest. (See Amended Complaint, CP 45-1299: Pg 72, para 196; pg 90, para 299)

**5f)** Before his actual withdrawal on 3/15/2011, Bean tried to induce me to consult and secure substitute counsel as a means of ending the attorney-client relationship between us. In an email dated 2/15/2011, Bean stated: “*I strongly recommend that you seek a second (or third) opinion on this. I see*

*this going forward only if you get a second opinion confirming my position. If you get a second opinion where you DO have a wrongful discharge claim, then by all means, use that attorney.”* (See Amended Complaint, CP 45-1299: pg 90, para 299)

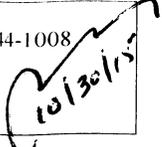
**5g)** Based on Appellee’s admissions alone, cited in (5a), above, it is evident that Bean failed his client precisely in the four elements defining legal malpractice cited by Appellee (Appellee’s Brief, Pg 22, Para 1).

**6. I presented substantial evidence and detailed documentation in support of my causes of action**

**6a)** In their response brief, Appellee admits that: *“On June 9, 2014, Ms. Munoz filed a 102-page amended complaint, with more than 1,000 pages of exhibits. CP 45-1299.”* (Appellee’s Brief, Pg 6, Para B)

**6b)** My First Amended Complaint included 1200+ pages of detailed evidentiary documents against Bean, including a complete set of email exchanges and correspondence between Bean and me. Appellee refused to produce Bean’s copies and simultaneously ended discovery.

**6c)** Appellee validated my documents by admitting that: *“[Munoz’s] discovery requests ... merely requested copies of the same documents Ms. Munoz had submitted with her amended complaint.”* (Appellee’s Brief, Pg 7, Para 2).

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**7. Appellee abruptly ended discovery**

**7a)** If Appellee felt that my malpractice lawsuit against Bean was “frivolous,” they would not have offered to settle the lawsuit on 6/11/2014, an offer which I refused. If they thought this appeal was “frivolous,” they would not have offered to waive all attorneys’ fees and costs to prevent me from filing this appeal.

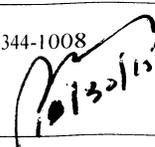
**7b)** By abruptly and prematurely ending discovery on 8/12/2014, Appellee cut short any possibility for me to produce additional evidence based on discovery and any expert testimony.

**7c)** Appellee’s abruptly and prematurely ending of the discovery process quashed any opportunity for me to secure expert testimony.

**7d)** Appellee orchestrated and was the sole party responsible for my alleged “failure to produce the required expert testimony.”

**7e)** Appellee abruptly and prematurely ended discovery deliberately and maliciously to prevent me from obtaining additional evidence through discovery.

**7f)** Appellee abruptly and prematurely ended the discovery process and filed for summary judgment to make sure that I did not have sufficient time to secure expert testimony. Appellee filed their summary judgment motion on **9/26/2014** CP 1311-1327. According to the trial schedule, the

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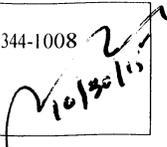
deadline for disclosure of possible principal witnesses, including a malpractice expert, was **11/24/2014**. The cutoff date set on the trial schedule for all discovery was **3/9/2015**.

**7g)** I have sufficiently detailed Appellee's multiple efforts to sabotage the entire discovery process in my Appeal Brief.

**7h)** Assuming that Appellee read my First Amended Complaint, they were well aware of my discovery objectives and of the information I sought through discovery, as amply detailed and described in my First Amended Complaint. (See First Amended Complaint CP 45-1299: Pg 16, para 41; pg 20, para 46; pg 28, para 63, 64; pg 43, para 110; pg 50, para 130; pg 51, para 137; pg 54, para 147; ppg 55, para 150, 152; pg 56, para 157; pg 67, para 183; pg 73, para 199; among others)

**8. Appellee made a sham out of the 10/24/2014 hearing**

**8a)** In their response brief, Appellee hoped to evade this Court's scrutiny and never addressed the peculiar absence of the two attorneys-of-record, Messrs. Joel E. Wright and Daniel C. Mooney, from the summary judgment hearing on 10/24/2014, which I amply discussed in my Appeal Brief. Although they had the opportunity to do in their response brief, to date, **the absence of Messrs. Wright and Mooney remains unexplained.**

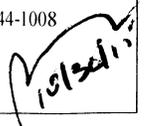
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**8b)** The incontrovertible fact remains that Bean’s two attorneys-of-record never showed up for the hearing and no explanation was ever offered to the trial court or to me as the Plaintiff to account for their unexplained absence from the proceedings. The entire 10/24/2014 hearing should be declared a mistrial and a gross miscarriage of justice, since none of the parties appeared and the judge proceeded anyway, in violation of CR 60(b)(9).

**8c)** As amply discussed in my Appeal Brief, a person identifying himself as Christopher Winstanley at the 10/24/2014 hearing had no standing to appear as Bean’s attorney. The trial court erred in accepting such individual without first checking his qualifications for being there in the first place. The trial court erred in not verifying the identities of Bean’s attorneys-of-record before proceeding. In this manner, and by extension, any person off the street could have just shown up representing himself as Bean’s attorney, and this may very well have happened on 10/24/2014.

**8d)** Winstanley was never an attorney-of-record for Bean, before, during or after the 10/24/2014 proceedings. **Winstanley was and remains unknown to me as the Plaintiff.**

**8e) Winstanley’s “appearance” on 10/24/2014 violated WA CR 4(a)(3):** *“A notice of appearance, if made, shall be in writing, shall be signed by the defendant or the defendant’s attorney, and shall be served upon the person whose name is signed on the summons.”*



As the Plaintiff, I was never served with any notice of Winstanley’s appearance before, during or after the 10/24/2014 proceedings.

**8f) Winstanley’s “appearance” on 10/24/2014 violated WA CR 11(a):**

*“Every pleading, motion, and legal memorandum of a party represented by an attorney shall be dated and signed by at least one attorney of record in the attorney's individual name, whose address and Washington State Bar Association membership number shall be stated.”*

On 10/24/2014, neither of Bean’s attorneys-of-record was present to vouch for Winstanley’s “appearance” either in person or in writing.

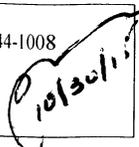
**8g) Winstanley’s “appearance” on 10/24/2014 violated RCW 4.28.210:**

*“A defendant appears in an action when he or she answers, demurs, makes any application for an order therein, or gives the plaintiff written notice of his or her appearance. After appearance a defendant is entitled to notice of all subsequent proceedings; but when a defendant has not appeared, service of notice or papers in the ordinary proceedings in an action need not be made upon him or her. Every such appearance made in an action shall be deemed a general appearance, unless the defendant in making the same states that the same is a special appearance.”*

To date, as the Plaintiff, I have never received any written notice of Winstanley’s appearance— “general,” “special,” substitute, or otherwise.

**8h) Winstanley’s “appearance” on 10/24/2014 violated CR 70.1:**

*(a) Notice of Appearance. An attorney admitted to practice in this state may appear for a party by serving a notice of appearance.*

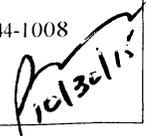
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*(b) Notice of Limited Appearance. If specifically so stated in a notice of limited appearance filed and served prior to or simultaneous with the proceeding, an attorney's role may be limited to one or more individual proceedings in the action. Service on an attorney who has made a limited appearance for a party shall be valid (to the extent permitted by statute and rule 5(b)) only in connection with the specific proceedings for which the attorney has appeared, including any hearing or trial at which the attorney appeared and any subsequent motions for presentation of orders. At the conclusion of such proceedings the attorney's role terminates without the necessity of leave of court, **upon the attorney filing notice of completion of limited appearance which notice shall include the client information required by rule 71(c)(1).** [emphasis added]*

At no time, either before, during, or after the 10/24/2014 proceedings, did Winstanley or his cohorts at Lee Smart ever file any such written notice of appearance or written notice of completion of limited appearance. To date, I am still waiting for Winstanley to file his notice of appearance as Bean's attorney-of-record with the trial court. **In fact, at no time has Winstanley filed any notice of appearance before, during or since the 10/24/2014 proceedings.**

**8i) Winstanley's "appearance" on 10/24/2014 violated CR 71(d):**

Winstanley and his cohorts at Lee Smart violated CR 71(d) by failing to notify the trial court that Winstanley would become substitute counsel of record on 10/24/2014, or at any other time:

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(d) *Withdrawal and Substitution.* Except as provided in section (b), an attorney may withdraw if a new attorney is substituted by filing and serving a Notice of Withdrawal and Substitution. The notice shall include a statement of the date on which the withdrawal and substitution are effective and shall include the name, address, Washington State Bar Association membership number, and signature of the withdrawing attorney and the substituted attorney. If an attorney changes firms or offices, but another attorney in the previous firm or office will become counsel of record, a Notice of Withdrawal and Substitution shall nevertheless be filed.

**9) Between 12/16/2010 and mid-January 2011, Bean repeatedly altered the terms of his representation and pressured me to sign multiple contracts with increasingly unacceptable terms**

**9a)** As described in meticulous detail in my First Amended Complaint, from 12/16/2010 through mid-January 2011, Bean pressured me to sign multiple contracts, each with increasingly unacceptable terms. Bean's pressure was most intense during the period of 12/16/2010 to 12/31/2010. During this period, Bean took full advantage of the fact that I was very ill and weakened from an attack of chicken pox, a highly contagious childhood disease which kept me confined to my home and which manifests extremely serious symptoms when present in adults.

**9b)** There was never any period of "negotiation." Bean arbitrarily emailed and mailed his multiple contracts with no explanation whatsoever. Although Bean had forced his appearance on 12/22/2010, he knew very well that his status would not be confirmed until 12/31/2010.

*12/30/10*

**9c)** Bean emailed each altered version: RA#2 on 12/22/2010, RA#3 on 12/30/2010, RA #9 and RA #10 on 1/24/2011 for my signature. Each time, Bean made no comment and no explanation as to the intent of the attached documents. Bean made no explanation as to the contents or as to why these documents contained additional and altered terms other than those terms he originally offered on 12/16/2011 and accepted by me on 12/31/2011. Bean acted to use unethical coercive tactics to unduly influence me to sign documents clearly detrimental to me.

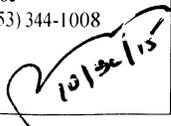
**9d)** Since Bean's forcing his appearance had resulted in effectively causing other lawyers to discontinue their interest in representing me, on 12/31/2010, while in the throes of a serious illness and with the deadline for the Status Conference (originally set for 1/11/2011) fast approaching, I felt I was thwarted and coerced into letting Bean represent me. On 12/31/2010, I sent Bean three versions of retaining agreements which I considered to be all conforming with the original terms of the first agreement RA#1. I signed these documents under extreme duress. (First Amended Complaint CP 45-1299: Pg 13, para 32-34; pg 14, para 35-37; pg 15, para 38-39; pg 16-17, para 42-44; pg 18-22, para 46-47; pg 25, para 51-52; pg 26, para 52-54; pg 31, para 73-74; pp 32-34, para 75-81; pg 65, para 177; pg 84-89, para 275-294)

**10) Conclusion:** The issues cited in this Reply are in addition to the core issues of the instant appeal. Appellee, represented by Messrs Wright and Mooney, has been trying to misdirect the course of this instant appeal into trying the underlying discrimination case presently under appeal in federal court. I had no choice but to address and rebut Bean's practices as described in Appellee's response brief. However, this Reply in no way diminishes the issues raised in my Appeal Brief. Due to severe time and space constraints, it is not possible for me to address all of the minutiae in Appellee's response brief. I have reason to believe that there is no case law, and I have not been able to identify, any case law responsive, or even similar, to Bean's multiple egregious violations resulting in his malpractice. In my Appeal Brief, this reply, and the documents included in the Excerpts of Record, I have described the factual events as they happened which led to this appeal, with ample evidence provided, including 1000+ pages of documented evidence with my First Amended Complaint. Based on the Appeal Brief and this Reply, this Court must rule in favor of Appellant.

Respectfully submitted this 30<sup>th</sup> day of October, 2015.

*Idalie Muñoz Muñoz*  
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 Idalie Muñoz Muñoz, Appellant pro se  
 326 South 327<sup>th</sup> Lane  
 Federal Way, WA 98003  
 (253) 344-1008

*October 30, 2015*

PLAINTIFF/APPELLANT'S REPLY TO BRIEF OF RESPONDENT, MUNOZ v. BEAN Case No. 72794-0	IDALIE MUÑOZ MUÑOZ, Plaintiff/Appellant pro se 326 South 327th Lane, Federal Way, WA 98003, (253) 344-1008 
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**COURT OF APPEALS OF THE STATE OF WASHINGTON – DIVISION I**

<p>IDALIE MUNOZ MUNOZ,  Appellant,  vs.  MATTHEW J. BEAN,  Respondent.</p>	<p>No. 72794-0  CERTIFICATE OF SERVICE</p>
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This is to certify that Appellant has caused to be served a copy of:

APPELLANT’S REPLY TO RESPONDENT’S BRIEF

on the same day of filing with this Court via hand-delivery on the Defendant at:

Lee Smart, 1800 One Convention Place, 701 Pike Street, Seattle, WA 98101

DATED this 30<sup>th</sup> day of October, 2015

*Idalie Muñoz Muñoz*

IDALIE MUÑOZ MUÑOZ, Appellant pro se  
326 South 327<sup>th</sup> Lane,  
Federal Way, WA 98003  
253-344-1008

*October 30, 2015*

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STATE OF WASHINGTON  
COURT OF APPEALS

CERTIFICATE OF SERVICE  
No. 72794-0

IDALIE MUÑOZ MUÑOZ  
326 South 327<sup>th</sup> Lane  
Federal Way, WA 98003  
253-344-1008

*10/30/15*

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NO. 72794-0

STATE OF WASHINGTON COURT OF APPEALS  
DIVISION I

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IDALIE MUÑOZ MUÑOZ,

Appellant.

v.

MATTHEW J. BEAN,

Respondent.

**APPELLANT'S REPLY BRIEF**

Idalie Muñoz Muñoz, Appellant pro se  
326 South 327<sup>th</sup> Lane  
Federal Way, WA 98003  
(253) 344-1008

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**COURT OF APPEALS OF THE STATE OF WASHINGTON – DIVISION I**

<p>IDALIE MUNOZ MUNOZ,  Appellant,  vs.  MATTHEW J. BEAN,  Respondent.</p>	<p>No. 72794-0  CERTIFICATE OF SERVICE</p>
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DATED this 30<sup>th</sup> day of October, 2015

IDALIE MUÑOZ MUÑOZ, Appellant pro se  
326 South 327<sup>th</sup> Lane,  
Federal Way, WA 98003  
253-344-1008

*October 30, 2015*

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<p>CERTIFICATE OF SERVICE No. 72794-0</p>	<p>IDALIE MUÑOZ MUÑOZ 326 South 327<sup>th</sup> Lane Federal Way, WA 98003 253-344-1008</p>
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