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7
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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF SANTA CLARA**

13 JP MORGAN CHASE BANK, N.A.,

14 Plaintiff,

15 v.

16 GHOLAM R. SHAFAZAND, et al,

17 Defendants.

CASE NO. 109CV152637

Judicial Council Coordination Proceeding No.
4588

Lead Case No. 1-08-CV-117883

**SUPPLEMENTAL RESPONSE TO FORM
INTERROGATORIES**

18 PROPOUNDING PARTY: PLAINTIFF JP MORGAN CHASE BANK

19 RESPONDING PARTY: DEFENDANT MERIWEST CREDIT UNION

20 SET NO.: ONE

21 Defendant Meriwest Credit Union (“Meriwest”) hereby responds to the Form Interrogatories
22 propounded by plaintiff.

23 Meriwest has not yet completed its discovery or trial preparation in this action. In the responses
24 below, Meriwest responds based upon the information that is currently known by it as a result of
25 discovery and investigation to date. Meriwest reserves the right to produce or to rely on additional
26 documents or facts subsequently recalled or discovered and to assert additional objections and privileges
27 as necessary.

28 Meriwest reserves all objections to the admissibility at trial of any information provided herein.

1 The identification of any documents with the supplying of any information does not constitute an
2 admission by Meriwest such document or information are relevant to the pending litigation.

3 Accordingly, Meriwest reserves the right to object to further inquiry with respect to any subject matter.

4 Meriwest objects to the Form Interrogatories in their entirety in that they were propounded in the
5 Coordinated Proceeding and served under the auspices of the Coordinated Proceeding after counsel for
6 plaintiff had represented that he wanted to remove the case involving Meriwest from the Coordinated
7 Proceeding.

8 Reserving said objections and without waiving the same, Meriwest responds to each of the
9 Special Interrogatories as follows:

10 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 4.1**

11 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
12 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
13 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
14 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
15 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
16 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
17 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
18 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
19 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
20 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
21 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering:
22 No.

23 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 4.2**

24 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
25 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
26 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
27 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
28 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as

1 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
2 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
3 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
4 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
5 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
6 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering:
7 No.

8 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.1**

9 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
10 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
11 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
12 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
13 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
14 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
15 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
16 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
17 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
18 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
19 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
20 follows: the persons who “witnessed,” “made a statement at the scene,” “heard a statement at the scene,”
21 or has knowledge of whether Chase can obtain priority over Meriwest’s lien are those employees of
22 Washington Mutual who reviewed the documents mentioning Meriwest, and those who signed the
23 documents mentioning Meriwest. Meriwest invokes the provisions of Code of Civil Procedure Section
24 2030.240 and refers to the Chase file, produced to Meriwest in connection with the Galo deposition in
25 this case, by which Chase can identify those persons who reviewed the documents mentioning Meriwest
26 or who signed the documents mentioning Meriwest.

27 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.2**

28 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the

1 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
2 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
3 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
4 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
5 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
6 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
7 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
8 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
9 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
10 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
11 follows: Meriwest has taken the deposition of Mr. Galo of Chase. No interviews were conducted before
12 the filing of the Chase litigation Any further response is protected by the attorney/client and/or work
13 product privileges.

14 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.3**

15 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
16 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
17 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
18 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
19 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
20 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
21 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
22 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
23 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
24 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
25 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
26 follows: other than the deposition of Mr. Galo or any declarations submitted as pleadings in this case,
27 no.

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1 **RESPONSE TO FORM INTERROGATORY NO. 12.4**

2 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
3 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
4 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
5 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
6 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
7 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
8 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
9 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
10 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
11 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
12 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
13 follows: No.

14 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.5**

15 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
16 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
17 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
18 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
19 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
20 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
21 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
22 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
23 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
24 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
25 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
26 follows: No.

27 **RESPONSE TO FORM INTERROGATORY NO. 12.6**

28 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the

1 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
2 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
3 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
4 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
5 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
6 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
7 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
8 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
9 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
10 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
11 follows: except for materials protected by the attorney/client and/or work produce privileges, no.

12 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.7**

13 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
14 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
15 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
16 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
17 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
18 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
19 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
20 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
21 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
22 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
23 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering as
24 follows: Meriwest is not aware of any “scene” of the incident except possibly the offices of Washington
25 Mutual, and so no, Meriwest has not inspected the scene.

26 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 14.1**

27 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
28 definition of the form interrogatories of “incident” including “the circumstances and events surrounding

1 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
2 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
3 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
4 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
5 and as not describing the nature of this dispute, the breadth of which could not possibly be a single
6 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
7 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
8 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or
9 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering that
10 it is not aware that the issue of the priority between the liens of Meriwest and Chase involves any
11 violation of statute, ordinance or regulation.

12 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO.14.2**

13 Meriwest objects to the interrogatory by use of the word “incident” and incorporation of the
14 definition of the form interrogatories of “incident” including “the circumstances and events surrounding
15 the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or
16 proceeding. The lawsuit brought by Chase cannot possibly be categorized under this definition of
17 “incident.” As such, Meriwest objects to this interrogatory as overbroad, burdensome and oppressive, as
18 vague and ambiguous, as compound, as not adequately tailored to the party to whom it is propounded,
19 and as not describing the nature of this dispute, the breadth of which could not possibly be a sing
20 “incident.” Reserving said objections and without waiving the same, Meriwest has no position as to the
21 various issues in this litigation other than as it relates to the priority of the Meriwest lien. Therefore, for
22 purposes of this form interrogatory, Meriwest assumes that “incident” refers to the issue of whether or

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1 not the Meriwest lien has priority over the Chase lien, and as such, Meriwest responds by answering that
2 it is not aware of any person being cited or charged with any violation of statue, ordinance or regulation.

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4 Dated: March 28, 2013

LAW OFFICES OF BARBARA CRAY

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6 /s/ Barbara Cray

7 BARBARA CRAY
8 Attorneys for Defendant
9 MERIWEST CREDIT UNION
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CORPORATE VERIFICATION

I, Julie Jaquith, am Collections Manager of Meriwest Credit Union, a defendant in this action. I have read the foregoing SUPPLEMENTAL RESPONSE TO FORM INTERROGATORIES, and I am informed and believe that the matters stated therein are true, and on those grounds allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 28TH day of March, 2013, at San Jose, California.

/s/ Julie Jaquith