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7 **IN THE SUPERIOR COURT OF MOHAVE COUNTY**  
8 **STATE OF ARIZONA**

9 Acarta, LLC, )

10 Plaintiff, )

11 v. )

12 Christine Baker; )

13 Defendant. )

**CV 2011 01349**

DEFENDANT’S REQUEST FOR  
LEAVE TO AMEND HER ANSWER,  
AFFIRMATIVE DEFENSES AND  
COUNTERCLAIMS

AND

JOINER OF VICTOR GILGAN,  
JAMES R. VAUGHAN P.C.,  
JAMES R. VAUGHAN, ERIC LOGVIN  
AND BRIAN PARTRIDGE

14 )  
15 )  
16 )  
17 )  
18 I am the defendant Christine Baker and I hereby request leave of court to amend  
19 my Answer, Affirmative Defenses and Counterclaims pursuant to ARCP Rule 15(a) and  
20 to join Acarta manager Victor Gilgan and Acarta’s attorneys James R. Vaughan, P.C.,  
21 James R. Vaughan, Eric Logvin and Brian Partridge as counterclaim defendants pursuant  
22 to ARCP Rule 19(a).

23  
24 **1) Joinder of Victor Gilgan and Acarta’s attorneys James R. Vaughan, P.C.,**  
25 **James R. Vaughan, Eric Logvin and Brian Partridge as counterclaim**  
26 **defendants pursuant to ARCP Rule 19(a).**

27 The court of appeals remanded this case because Acarta manager Victor Gilgan  
28 had no personal knowledge to authenticate critical exhibits and he therefore violated the  
Fair Debt Collection Practices Act (FDCPA).

1           Acarta's attorneys James R. Vaughan, P.C., James R. Vaughan, Eric Logvin and  
2 Brian Partridge are experienced collection attorneys and they filed this case while they  
3 did not have admissible evidence because they expected a default judgment.  
4

5           **The FDCPA prohibits misrepresentations and unfair practices.**

6           The attorneys filed this complaint in bad faith as they did not have admissible  
7 evidence to establish standing and to document the alleged debt and the action is time  
8 barred as the court of appeals ruled that the Card Member Agreement, the alleged  
9 "written contract", is not admissible.

10          The attorneys failed to provide substantive discovery responses and their  
11 objections were frivolous.

12          They charged attorney's fees related to the defense of my counterclaims while the  
13 FDCPA specifically only permits attorney's fees for claims made in bad faith.

14          After the appeals court awarded me the costs related to the appeal, the attorneys  
15 refused to pay the costs.

16          On June 26, 2013 they filed a partial motion for summary judgment to establish  
17 standing and they submitted the affidavit of Gordon Sorensen. Again the affiant's  
18 knowledge is based on hearsay and they falsely stated in their motion that Gordon  
19 Sorensen has personal knowledge of what Turtle Creek Assets purchased and later sold to  
20 Acarta.

21          They also submitted 69 pages of supplemental disclosures which appear to be  
22 mostly copies of previously disclosed documents.

23          Clearly, the attorneys are determined to inflict mental anguish and to waste my  
24 time by any means possible to force me to give up my defenses and counterclaims and  
25 they ignore that fact that their actions violate the FDCPA as well as the Arizona Rules of  
26 Civil Procedure.

27          Plaintiff Acarta is liable for the actions of its attorneys and employees.  
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