



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**THE HONORABLE JOHN COUGHENOUR**

06-CV-01284-RESP

**FILED** **ENTERED**  
**LOGGED** **RECEIVED**

**JAN 10 2008 DB**

**AT SEATTLE**  
**CLERK U.S. DISTRICT COURT**  
**WESTERN DISTRICT OF WASHINGTON**  
**DEPUTY**

**UNITED STATES DISTRICT COURT**  
**WESTERN DISTRICT OF WASHINGTON, SEATTLE**

**OMNI INNOVATIONS, LLC, a**  
**Washington Limited Liability**  
**company; EMILY ABBEY, an**  
**individual,**

**NO. 06-01284**

**Plaintiffs,**

**EMILY ABBEY'S RESPONSE TO**  
**DEFENDANT'S RESPONSE TO**  
**EMILY ABBEY'S MOTION TO**  
**STRIKE NAME FROM LAWSUIT**

**v.**

**ASCENTIVE, LLC, a Delaware**  
**limited liability company; ADAM**  
**SCHRAN, individually and as part of**  
**his marital community; JOHN DOES,**  
**I-X,**

**Defendants,**

**TO: COURT**

**AND TO: PLAINTIFF**

**AND TO: COUNSEL FOR DEFENDANT**

**1 ABBEY RESPONSE TO DEFENDANT'S RESPONSE**

1 Defendant's response is based on flaws in reasoning and fact:

- 2 1. Defendant presumes to know the why or details of my fee agreement with Mr.  
3 Robert J. Siegel. Even though I stated in my Motion to Strike that the only  
4 reason I agreed to a fee agreement with Mr. Siegel was to have him represent  
5 me in regard to my being named as a third party defendant in a different  
6 lawsuit, Defendant refers to my fee agreement as "likely" to permit her lawyer  
7 to name her as a plaintiff. To assume to know the details of a fee agreement  
8 between a client and attorney is obviously ridiculous. To say something is  
9 "likely" is not to state a fact. Yet Defendant's argument is based on  
10 presumptions, not facts.
- 11 2. My Motion to Strike is not a motion for withdrawal or dismissal. Yet  
12 Defendant continually refers to withdrawal and dismissal which do not apply  
13 to me. So all the arguments referring to withdrawal or dismissal are moot.  
14

15  
16 Note also that Defendant refers to considerable time and money defending themselves in this  
17 lawsuit but the only costs associated with me personally are those Defendant chooses to incur by  
18 fighting my Motion to Strike. Therefore, Defendant should cover its own costs.

19  
20 My position was and is that I, personally, did not make any claims against the Defendant since I  
21 did not give Mr. Siegel permission to file a claim on my behalf. Indeed, I did not even know  
22 about it until many months later. Since Mr. Siegel put my name on the claim for his own  
23 reasons, I should not be considered responsible in any way for costs or inconveniences  
24 associated with this lawsuit.  
25

2 ABBEY RESPONSE TO DEFENDANT'S RESPONSE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

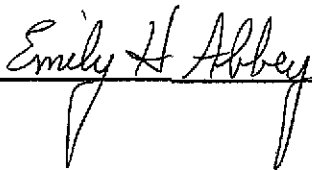
Thus I believe I should be granted the Motion to Strike without prejudice and without fees.

I trust that this Court will strike my name without prejudice and ensure that I have no liability for fees and costs.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

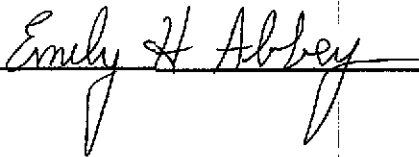
Emily Abbey, Pro Se  
1407 2nd Ave West #608  
Seattle, WA 98119  
206-217-0466

Dated this 10<sup>th</sup> day of January, 2008

  
\_\_\_\_\_

Certificate of Service

I, hereby, certify that on January 10 2008, I filed this motion with the Court. I also mailed a copy to counsel of record for Defendant. I have served Plaintiff by other means.

  
\_\_\_\_\_