

EXHIBIT "C"

Jennifer Schweickert
c/o Mark Kimball
MDK Law and Associates P.S.
77 108th Avenue NE, #2000
Bellevue, WA 98004

DELIVERED VIA E-MAIL

December 21, 2015

Natalea Skvir
Disciplinary Counsel
nataleas@wsba.org
(206) 239-2123

Felice P. Congalton
Washington State Bar Association
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539

Re: ODC File: 15-01950
My grievance against lawyer John David Du Wors
Reply to Mr. Du Wors Response

Dear Ms. Natalea Skvir and Ms. Felice P. Congalton:

I have reviewed the materials sent to me on December 8th, 2015 including Mr. Du Wors' response. I have also received a recent declaration from Mr. Calvert, which states among other things, that Mr. Du Wors provided copies of files associated with patent litigation¹ following termination of his representation of HPV and that he consented to Mr. Du Wors' disclosure of the files to me. He reiterated that Mr. Du Wors need not "produce those files a second time, because they [Mr. Du Wors] had already produced a client copy to me [Mr. Calvert] earlier this year."² Finally, Mr. Calvert invites me to request the files from him as I had not requested that to date.³ Amazingly, Mr. Calvert signed the declaration apparently drafted by Lee Smart, Mr. Du Wors' personal counsel.

I believe this declaration forecloses my grievance as I was under a much different understanding. Therefore, **I respectfully request that the WSBA close my grievance against Mr. Du Wors as it relates to the request of client files.** I apologize for any misunderstanding on my part that may have consumed any unnecessary resources. I am copying Mr. Du Wors on this letter and e-mail as a courtesy.

¹ Exhibit A, Declaration of Mark Calvert dated December 12, 2015, p. 1, para. 4

² Ibid, p. 2, para. 8

³ Ibid, p. 2, para. 9.

I would, however, like to share with the WSBA my [reasons and] good faith basis in the belief that I had authorization to access the Files from Mr. Du Wors.

On July 8th, 2015, my attorney Mr. Brandon Wayman shared with me communication as a result of my interest in IP related legal documents following the acquisition of the HPV patents. Mr. Wayman exchanged e-mails with Ms. Stephanie Lakinski, an attorney representing Mr. Calvert in his capacity as the receiver of HPV. The exchange is provided below⁴:

Ms. Lakinski: *What IP litigation documents are you referring to? All of the court documents should be available to the public. Is there something else?*

Mr. Wayman: *Any discovery related documentation on or any research done by Du Wors' firm to locate any potential Defendants. I can contact Du Wors' firm directly to attempt to obtain the documents, but I wanted to see if the receiver has anything as I assume it will be difficult to get anything from Du Wors.*

Ms. Lakinski: ***I do not believe we have received anything along those lines from Du Wors.***

On July 13, 2015, my attorneys Mr. Mark Kimball and Mr. Wayman wrote to Mr. Du Wors regarding my request for files relating to the intellectual property that I acquired.⁵ Mr. Du Wors, in his response, refers to this "Demand Letter". As far as I am aware, Mr. Du Wors did not respond to this initial letter, not even a courtesy response stating, "I provided everything to the receiver" or a courtesy phone call.

In September, I requested that my attorneys provide a follow-up letter to Mr. Du Wors and if possible seek assistance from Mr. Calvert. Mr. Calvert provided us with an Authorization for Release of Legal Files directed specifically at Mr. Du Wors and his firm.⁶ The release was specific stating:

"You are hereby authorized to release any and all documents, including but not limited to pleadings, discovery, correspondence, notes, records and reports, investigative reports, and all other information written or otherwise recorded, for Hunts Point Ventures, Inc. contained in the file of or relating to all legal proceedings involving the following intellectual property:"

The release listed all the intellectual property that I purchased and directed Mr. Du Wors and his firm to release such information to my attorneys or its representatives.

⁴ Exhibit B, E-mail between Stephanie Lakinski and Brandon Wayman on July 8th, 2015 Re: Schweickert/HPV

⁵ Exhibit C, Letter between MDK Law and Mr. Du Wors Re Hunt Point Ventures, Inc. File Request dated July 13, 2015

⁶ Exhibit D, Authorization for Release of Legal Files to Du Wors and Newman and Du Wors LLP, dated September 2015

On September 10, 2015, MDK Law sent the follow-up letter⁷ to Mr. Du Wors stating: “As of the date hereof, we have not received a response to our letter to you dated July 13, 2015.

As I am sure you are aware, RPC 1.16 states that a lawyer must take reasonably practicable steps to return client property, including papers and documents, to the client at the termination of the representation. **Attached please find an Authorization for Release of Legal Files executed by Cascade Capital Group, LLC on behalf of Hunts Points Ventures, Inc.** We again demand that your firm provide a copy of all files, including but not limited to pleadings, discovery, correspondence, notes, records and reports, investigative reports, and all other information written or otherwise recorded, for Hunts Point Ventures, Inc. contained in the files of or relating to all legal proceedings involving the intellectual property listed on the attached Release. A hard drive can be provided upon request.

Please contact my office if you have any questions or concerns.” (emphasis added)

Mr. Brandon Wayman of MDK Law who had the September 10th, 2015 letter delivered via ABC Legal Service, Inc. will provide a declaration to this effect upon request.

Mr. Du Wors did not respond. My husband, Mr. Phillips contacted the receivership’s office to investigate whether or not they could request the files, but the receivership was currently suing Mr. Du Wors for professional negligence, breach of fiduciary duty, unjust enrichment, conversion, and breach of contract and the case was not in discovery.⁸

On November 1st, 2015, I felt that I had had enough and needed to file a formal grievance with the Washington State Bar Association. In that grievance, I also raised a concern regarding the disclosure of my personal address to Mr. Du Wors based in large part of his domestic violence history against his wife and teenage daughter.⁹ Mr. Du Wors’ recently filed Kitsap lawsuit¹⁰ against me alleges abuse of process and malicious prosecution, claims which are not only without merit, but constitute borderline retaliatory harassment, especially in light of the fact that one week after filing his complaint, he has scheduled my deposition for this Wednesday, December 23, 2015.¹¹

On December 3rd, 2015, I delivered a demand to Mr. Du Wors to file his Kitsap lawsuit against me, which he did on December 15th, 2015. On December 7th, 2015, I personally served

⁷ Exhibit E, Letter from MDK Law to Mr. Du Wors Re: Hunts Point Ventures, Inc. File Request dated September 10th, 2015 and the attached Authorization For Release of Legal Files

⁸ Exhibit F, HPV v. Du Wors, Whitaker, Newman & Newman, Newman & Du Wors Case No. 15-2-06869-5

⁹ Exhibit G, State of Washington v. Du Wors, Felony Complaint Unlawful Imprisonment dated October 12, 2012; Bainbridge v Du Wors, Criminal Complaint 4th Degree Assault dated August 4th, 2014; Du Wors Unlawful Imprisonment Judgment and Sentence dated August 19th, 2014

¹⁰ Exhibit H, Du Wors v Schweickert Kitsap County Case No. 15-2-02482-7

¹¹ Mr. Du Wors, received my Grievance on November 6th then served me less than a week later, December 12th, with his un-filed Kitsap lawsuit.

Mr. Du Wors process of service of an un-filed complaint for declaratory relief regarding the files in which I was seeking. It was only then, after this tortured history of trying to get the files that I am entitled to, that on December 12th, 2015, Mr. Du Wors provided me with the signed Mr. Calvert declaration which I discussed in detail above.

Since filing the Kitsap County lawsuit, Mr. Du Wors has been aggressively litigating the case.¹² On December 9th, 2015, he served interrogatories, and requests for production, seeking to collect e-mails between myself and my husband and my mother. Mr. Du Wors is also seeking for me to produce “any and all communications by or between you and/or Mark Phillips” – or communications that I don’t have. Mr. Du Wors informally threatened to depose me several times (in disregard of what the civil rules allow).¹³ He then noted my deposition for December 23, 2015. He has threatened to acquire 3rd party claims to assert against me.

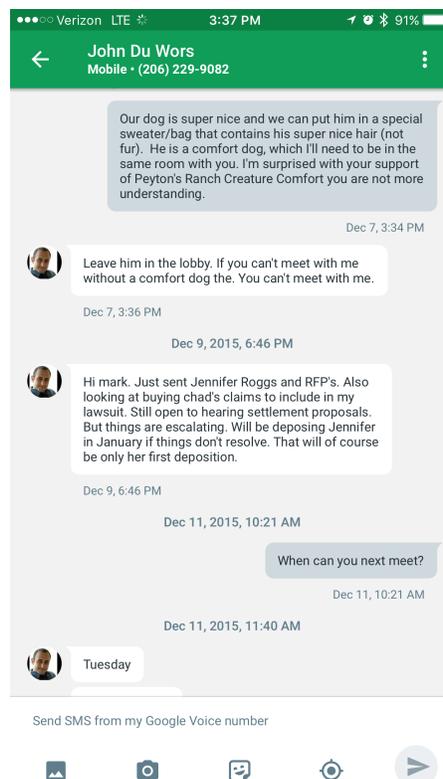


Fig. 1, Text thread between Mr. Du Wors and Mr. Phillips.

And finally, he claims that my bar complaint is in retaliation for my claims against him being dismissed in federal court.

It is true that my lawsuit against Mr. Du Wors was dismissed. I had sued Mr. Du Wors for his role in inducing my investment of \$200,000, the vast majority of which went directly into

¹² Exhibit I, Plaintiff Du Wors’ litigation against me including 1) Interrogatories, 2) RFP, 3) Motion for Entry of Default, and a Videotaped Deposition

¹³ See Fig. 1, Text thread from Mr. Du Wors to Mr. Phillips on December 9th, 2015 6:46 PM

Mr. Du Wors pocket, in a sham.¹⁴ The weekend prior to the decision by the federal court to dismiss Mr. Du Wors, he had offered me \$50,000 to settle the case. Mr. Du Wors is a sophisticated liar and he got away with what he did to me, but in the end, nonetheless, I was able to secure a sizable judgment against HPV, the corporation to whom I made the loan and which Mr. Du Wors controlled.¹⁵

Mr. Du Wors also claims that I acted at the behest of my husband, Mr. Phillips. Mr. Phillips also sued Mr. Du Wors in King County Case No. 14-2-03111-4, and the trustee in Mr. Phillips' bankruptcy settled the matter for \$75,000. In the end, this is all smoke and mirrors. I simply sought the intellectual property files plain and simple. All of Mr. Du Wors' misdirection has nothing to do with my good faith belief that I could request the legal files related to the intellectual property I purchased from HPV and the work product of over \$465,000 of legal fees billed by Mr. Du Wors to HPV, see Exhibit F p. 9 para. 53.

Finally, Mr. Du Wors in his December 7th response stated:

1. "3) Although Grievant claims Hunts Point Ventures somehow consented to the disclosure of the Files to Grievant Schweickert, **Grievant counsel's letter demanding those Files (the "Demand Letter") did not contain any such explanation of consent, nor any written document evidencing it;**" p. 2, para. 2 emphasis added.
2. "A. Respondent has never represented Grievant Schweickert, and **she has no right to the litigation Files that are subject of her Grievance.**" p. 2, para A emphasis added.
3. "And **although Grievant Schweickert claims in her Grievance that she obtained a waiver and consent from Hunts Point Ventures that somehow entitles her to Hunts Point Venture's attorney client privilege client Files, Respondent and his law firm have never received any evidence of it.**" p. 4, para. 4 emphasis added.
4. "Unless Hunts Point Ventures has executed some document waiving privilege and entitling Grievant Schweickert to its privileged and confidential Files...In relation to the Patent and the Files, Hunts Point Ventures was Respondent's client, and **Respondent has never received evidence of Hunts Point Ventures' consent to disclosure of Files.**" p. 4, para. 6 emphasis added.
5. "Respondent's former client – **Hunts Point Ventures – has not requested the production of the Files, let alone their transfer to Grievant Schweickert.**" p. 5, para. 3 emphasis added.
6. "...and **there is no evidence Hunts Point Ventures has ever consented to allowing Grievant Schweickert to acquire the Files.**" p. 6, para. 1 emphasis added.

Yet, as I explained above, on September 10th, 2015, Mr. Kimball and Mr. Wayman sent Mr. Du Wors and his firm the letter attached as Exhibit E. It appears Mr. Du Wors is intentionally making false representations to the Washington State Bar Association.

¹⁴ Exhibit J, Schweickert v HPV First Amended Complaint dated July 24th, 2013

¹⁵ Exhibit K, Schweickert v HPV Judgment dated March 12th, 2015

In summary, **I am withdrawing my grievance against attorney Mr. Du Wors due to the declaration from the receiver and my request to him for the files.** It appears that despite the contradicting statements by the receiver under oath and his counsel and his signed Authorization For Release of Legal Files and Mr. Du Wors' response to the Washington State Bar Association, there appears to be great resistance to furnishing \$465,000 worth of legal work. Incredibly, this sequence of events is the basis for Mr. Du Wors' claim that I am retaliating against him, and, in his mind, justifies the filing of a legal complaint against me for abusive use of process.

However, I had a good faith basis to request the files, and Mr. Du Wors, in my understanding, did not have a good faith basis to ignore my request. Notwithstanding the grievance against Mr. Du Wors regarding the files, I did sue him in federal court and every financial contributor in HPV sued Mr. Du Wors, including Mr. Phillips, whose claims were settled for \$75,000 in his bankruptcy estate.

The fact that it must come to this is absurd: the filing of a bar complaint, the deliberate misstatements made by Mr. Du Wors in this regard, the filing of a frivolous legal action against me. All of this could all have been easily avoided by simply having open and honest communication with me and/or simply providing the files as requested, as is his duty as former legal counsel of HPV.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Schweickert".

Jennifer P. Schweickert

Enclosure

EXHIBIT "A"

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

JENNIFER SCHWEICKERT, an individual,
Plaintiff,
vs.
JOHN DAVID DU WORS, an individual; and
NEWMAN DU WORS, LLP,
Defendants.

No.
DECLARATION OF MARK CALVERT

MARK CALVERT states and declares as follows:

1. I am over the age of 18, competent to testify to the matters set forth herein, and testify based on my personal knowledge.
2. I am, through my company, the receiver for Hunts Point Ventures, Inc. (HPV).
3. Previously, John Du Wors, and the law firm of Newman Du Wors, served as patent litigation counsel to HPV.
4. Following the termination of representation of HPV by John Du Wors and Newman Du Wors, Newman Du Wors through its counsel furnished me with HPV's client copy of files associated with that patent litigation and other matters upon which Newman Du Wors represented HPV (the "Files").
5. Recently, on behalf of HPV, I sold a large portion of HPV's intellectual property, including its issued patents, to Jennifer Schweickert.

1
2 6. I did not, however, sell or assign Ms. Schweickert the Files, or any aspect of
3 HPV's standing as a former client of Newman Du Wors.

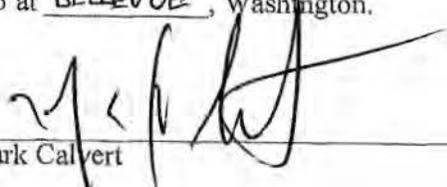
4 7. I understand Ms. Schweickert may contend that she now has rights to the Files
5 by virtue of her purchase of HPV's intellectual property. The purchase and sale agreement (a
6 copy of which is attached as Exhibit A) and the King County Superior Court Order confirming
7 the sale of assets to Ms. Schweickert (the "Order") provide that she only purchased intellectual
8 property assets of HPV and related rights, not the Files.

9 8. While I have consented to Newman Du Wors' disclosure of the Files to Ms.
10 Schweickert, I have not demanded that Newman Du Wors produce those files a second time,
11 because they already produced a client copy to me earlier this year.

12 9. If Ms. Schweickert desires a copy of the Files, I am happy to provide what I was
13 given to her as a courtesy, but she has not requested that to date.

14 I declare under penalty of perjury under the laws of the State of Washington, that the
15 foregoing is true and correct to the best of my knowledge.

16 EXECUTED this 12 day of December, 2015 at BELLEVUE, Washington.

17
18
19 By: 
20 Mark Calvert

PURCHASE AND SALE AGREEMENT OF INTELLECTUAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 5/11, 2015 (the "Effective Date") by and between Cascade Capital Group, LLC, in its capacity as the court-appointed general receiver for Hunts Point Ventures, Inc. (the "Receiver"), and Jennifer Schweickert, an individual resident of the State of Washington ("Buyer").

RECITALS:

A. On November 20, 2013, Chad and Elizabeth Rudkin on behalf of Hunts Point Ventures, Inc. executed an assignment for the benefit of creditors (the "Assignment") pursuant to RCW 7.08 to Cascade Capital Group, LLC, and consented to appointment of a general receiver.

B. The Assignment contained a Schedule B – List of Potential Property, which described ten (10) patents and patent applications, and which was described in Section I.G.iv of Schedule B of the Assignment, and which is replicated in Exhibit I attached hereto (the "Intellectual Property").

C. The Receiver was appointed as general receiver for all assets of Hunts Point Ventures, Inc. (the "Assets") by a court order (the "Appointment Order") dated November 25, 2013, in Cause No. 13-2-40014-6 SEA, which was later administratively consolidated under Cause No. 13-2-07233-5 SEA, (the "Receivership") of the Superior Court of Washington for King County (the "Receivership Court").

D. The Appointment Order authorizes the Receiver to liquidate the Assets, for the benefit of whomever the Receivership Court may determine to be entitled to the Assets or their proceeds.

E. Following appointment of the Receiver, Buyer loaned ten thousand dollars [REDACTED] to the Receiver (the "Loan") so that the Receiver could retain an intellectual property law firm, Olympic Patent Works, to evaluate the status of the Intellectual Property.

F. Olympic Patent Works informed the Receiver of various defects in the Intellectual Property, including, without limitation: 1) possible assignment of the patents to third parties; 2) one issued patent re-examination was terminated by the United States Patent and Trademark Office ("USPTO") due to a failure to include a notice of appeal; 3) five patent applications were abandoned; and 4) one patent application could not be located on the USPTO Patent Application Information Retrieval system as ever filed or registered.

G. Buyer desires to purchase the Intellectual Property, and the Receiver has informed the Buyer that the Intellectual Property will be sold "as is" and with no guaranties whatsoever as to its status before the USPTO or as to whether the Receiver ultimately has legal title to some or all of the Intellectual Property. The Receiver has provided the Buyer, who is represented by

counsel, with the opportunity to seek due diligence with regard to the status of the Intellectual Property. The Receiver is not aware whether Buyer has exercised that right to perform due diligence on the Intellectual Property.

H. In addition to the Intellectual Property, Buyer has further indicated a desire to purchase any hard prototypes, code, trademarks, copyrights, name and public disclosure documents (collectively with the Intellectual Property, the "Property") that may or may not be owned by Hunts Point Ventures, Inc.

I. Other than as proposed in this Agreement, the Receiver has not sold or otherwise assigned any interest in the Property.

J. On or about March 12, 2015, the U.S. District Court for the Western District of Washington, Cause No. 13-CV-675, entered a judgment for Buyer against Hunts Point Ventures, Inc. in the principal amount of [REDACTED] of March 12, 2015 (the "Judgment").

K. Buyer now desires to purchase the Property, and Receiver desires to sell that Property, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Buyer and Receiver agree as follows:

I. PURCHASE AND SALE

I.1. Agreement to Buy and Sell. Subject to all of the terms and conditions of this Agreement, Receiver hereby agrees to sell and convey to Buyer and Buyer hereby agrees to acquire and purchase from Receiver all of Receiver's right, title and interest in the Property, except for any pending law suits filed by Hunts Point Ventures, Inc. against third parties, but including any and all legal or other claims, or rights therein, which may have accrued related to or arising out of the subject Property during the period of time in which title or ownership of the Property was owned by Hunts Point Ventures, Inc. or during the pendency of the receivership described above.

I.2. Purchase Price. The purchase price to be paid by Buyer to Receiver for the Property shall be a [REDACTED] entry of a Sale Order (as defined below in ¶ 2.3), dismissal of the Judgment and forgiveness of the Loan for a total purchase price of [REDACTED] (the "Purchase Price"). As consideration, Buyer forever waives and releases her claim against Hunts Point Ventures, Inc. and the Receiver for the Judgment and the Loan.

2. ADDITIONAL AGREEMENTS OF THE PARTIES

2.1. Receiver's Representations and Warranties. Receiver hereby represents, warrants and covenants to and agrees with Buyer that Receiver has the power and authority to consummate the transactions contemplated by this Agreement, and that this Agreement and all documents to be executed by Receiver in connection herewith are, or when delivered shall be, duly authorized and valid, binding and enforceable obligations of Receiver, provided Receiver has received the approval of this Agreement and transaction contemplated herein of the King County Superior Court after notice to all parties in the Receivership.

NO OTHER REPRESENTATIONS OR WARRANTIES OF THE RECEIVER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES ARE MADE BY THE RECEIVER WITH RESPECT TO THE PROPERTY OR THE TRANSACTION. BUYER ACKNOWLEDGES THAT THE RECEIVER IS NOT GIVING, MAKING, OR PERFORMING ANY ACT THAT CONSTITUTES, EXPRESSLY OR IMPLIEDLY, A WARRANTY OF THE TITLE PERTAINING TO THE PROPERTY OR WITH REGARD TO ANY STATUS OF THE PROPERTY BEFORE THE USPTO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RECEIVER DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TITLE AND OWNERSHIP, MAINTENANCE, CONDITION, OR MARKETABILITY OF THE PROPERTY. THE PROPERTY IS TO BE TRANSFERRED TO THE BUYER IN ITS PRESENT CONDITION, "AS IS" WITH ALL FAULTS. BUYER AFFIRMS THAT BUYER HAS INDEPENDENTLY, AND IN BUYER'S SOLE JUDGMENT, ELECTED TO ENTER INTO THIS AGREEMENT, AND HAS NOT RELIED UPON ANY STATEMENT OR REPRESENTATION OF THE RECEIVER IN ENTERING THIS AGREEMENT.

2.2. Buyer's Representations and Warranties. Buyer hereby represents, warrants and covenants to and agrees with Receiver as follows:

2.2.1. Buyer's Investigation and Release. (a) Buyer acknowledges that except as explicitly set forth herein, there are no representations or warranties of any kind whatsoever, express or implied, made by Receiver in connection with this Agreement and the purchase of the Property by Buyer; (b) Buyer has had (or has chosen not to have) fully investigated the Property and all matters pertaining thereto; (c) Buyer is not relying (and shall not rely) on any statement or representation of Receiver, its agents or its representatives nor on any information supplied by Receiver, its agents or its representatives; (d) Buyer, in entering into this Agreement and in completing its purchase of the Property, is relying, and shall rely, entirely on her own investigation of the Property; (e) Buyer's decision to purchase the Property on the terms and conditions hereof has been, and at all times shall be, made solely and exclusively in reliance on Buyer's own review, inspection and investigation of the Property and any documents or information relating to the Property; and (f) **BUYER SHALL PURCHASE THE PROPERTY IN ITS "AS IS" CONDITION AS OF THE EFFECTIVE DATE.**

2.2.2. Authority. Buyer has the power and authority to own the Property and to consummate the transactions contemplated by this Agreement. This Agreement and all documents to be executed by Buyer in connection herewith are, or when delivered shall be, duly authorized and valid, binding and enforceable obligations of Buyer.

2.2.3. Consents. Buyer is not required to obtain any consents or approvals to consummate the transactions contemplated in this Agreement.

2.3. Conditions Precedent to Consummation of the Sale. The Receivership Court shall have entered an order in the Receivership authorizing the sale of the Property to Buyer pursuant to this Agreement free and clear of all liens and other encumbrances and all rights of redemption, as contemplated by RCW 7.60.260(2) (the "Sale Order"), and the effect of the Sale Order shall not have been delayed, superseded, or subject to stay pending appeal. The Receiver shall promptly move for approval of this Agreement from the Receivership Court after mutual execution of this Agreement.

2.4. Buyer's Release. UPON THE RECEIVERSHIP COURT'S APPROVAL OF THE SALE ORDER, AND EFFECTIVE WITHOUT THE NECESSITY OF BUYER EXECUTING ANY FURTHER DOCUMENTS IN CONNECTION THEREWITH, BUYER SHALL FOREVER RELEASE THE RECEIVER AND HUNTS POINT VENTURES, INC., AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS IN ITS BEHALF (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL CLAIMS THAT SHE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE RELEASED PARTIES FOR ANY COSTS, LOSSES, LIABILITIES, DAMAGES, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS FEES), JUDGMENTS (INCLUDING WITHOUT LIMITATION THE "JUDGMENT" AS REFERENCED IN RECITAL ¶ J ABOVE AND THE LOAN REFERENCED IN RECITAL ¶ E ABOVE), DEMANDS, ACTIONS OR CAUSES ARISING FROM OR RELATED TO OR AFFECTING HUNTS POINT VENTURES, INC., OR THE RECEIVER, INCLUDING BUT NOT LIMITED TO, THIS AGREEMENT OR THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO RECEIVER.

3. GENERAL PROVISIONS

3.1. Counterparts. This Agreement may be executed in faxed or emailed counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

3.2. Entire Agreement. This Agreement contains the entire integrated agreement between the parties respecting the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement.

3.3. Legal Advice; Neutral Interpretation; Headings. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement.

3.4. Choice of Law. This Agreement shall be governed by the laws of the State of Washington.

3.5. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.6. Exhibits. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement.

3.7. Relationship of Parties. The parties agree that their relationship is that of Receiver and Buyer, and that nothing contained herein shall constitute either party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted any right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

3.8. Further Acts. Each party agrees to perform any further acts and to execute, acknowledge and deliver any documents, which may be reasonably necessary to carry out the provisions of this Agreement. In particular, the Receiver hereby agrees that it will, from time to time, execute and deliver such further instruments of assignment and transfer as may be reasonably requested by Buyer to implement and effectuate this Agreement and the assignment and transfer of the Property, including, but not limited to recording any and all assignment and transfer documents concerning the Intellectual Property with the USPTO.

3.9. Attorneys' Fees. In the event of any litigation involving the parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or seeking a declaration of the rights of either party under this Agreement, the prevailing party shall be entitled to recover from the other such attorneys' fees

Exhibit 1: Intellectual Property

App. No. 11/683,765 (Pub. No. 20080222155, September 11, 2008)
App. No. 11/974,918 (Pub. No. 20080133546, June 5, 2008)
App. No. 11/725,181 (Pub. No. 20080125080, May 29, 2008)
App. No. 09/975,749 (Pub. No. 20020045961, Notice of appeal filed March 16, 2007
appealing examiner's rejection of claims 28-37)
App. No. 09/975,736 (Pub. No. 20020046315, Notice of appeal filed June 14, 2007 –
appealing examiner's rejection of claims 1-14)
App. No. 09/975,748 (Pub. No. 20020045960, Notice of appeal filed June 20, 2007 –
appealing examiner's rejection of claims 1-20)
App. No. 11/679,338 (Pub: 20080208739, August 28, 2008)
Patent No. US 7,574,272 B2
Patent No. US 7,667,123 B2
Patent No. US 7,779,064 B2

and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of such litigation. All other attorneys' fees and costs relating to this Agreement and the transactions contemplated hereby shall be borne by the party incurring the same.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

RECEIVER:

Cascade Capital Group, LLC, a Washington limited liability company as Receiver of Hunts Point Ventures, Inc.

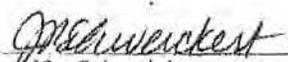
By: 

Name: Mark Calvert

Its: Managing Member

BUYER:

Jennifer Schweickert, an individual residing in the State of Washington, as her sole and separate estate

By: 

Jennifer Schweickert

EXHIBIT "B"

CONFIDENTIAL

From: Stephanie R. Lakinski [mailto:slakinski@karrtuttle.com]
Sent: Wednesday, July 8, 2015 4:38 PM
To: bwayman@mdklaw.com
Cc: Diana K. Carey
Subject: RE: Schweickert/HPV

Brandon,

I do not believe we have received anything along those lines from Du Wors.

Best of luck,
Stephanie

STEPHANIE R. LAKINSKI
ATTORNEY | SLAKINSKI@KARRTUTTLE.COM | OFFICE: 206.224.8079
KARR TUTTLE CAMPBELL | 701 Fifth Avenue, Suite 3300 | Seattle, WA 98104 | www.karrtuttle.com

From: Brandon Wayman [mailto:bwayman@mdklaw.com]
Sent: Wednesday, July 08, 2015 1:20 PM
To: Stephanie R. Lakinski
Subject: RE: Schweickert/HPV

Any discovery related documentation or any research done by Du Wors' firm to locate any potential Defendants. I can contact Du Wors' firm directly to attempt to obtain the documents, but I wanted to see if the receiver has anything as I assume it will be difficult to get anything from Du Wors.





Brandon P. Wayman, J.D.
MDK Law
777 108th Avenue NE, Suite 2000
Bellevue, WA 98004
Office: 425.455.9610
Fax: 425.455.1170
bwayman@mdklaw.com
www.mdklaw.com

From: Stephanie R. Lakinski [<mailto:slakinski@karrtuttle.com>]
Sent: Wednesday, July 8, 2015 1:15 PM
To: Diana K. Carey; bwayman@mdklaw.com
Cc: Mark Calvert (mark@casadecapitalgroup.com)
Subject: RE: Schweickert/HPV

Brandon,

What IP litigation documents are you referring to? All of the court documents should be available to the public. Is there something else?

Stephanie

STEPHANIE R. LAKINSKI
ATTORNEY | SLAKINSKI@KARRTUTTLE.COM | OFFICE: 206.224.8079
KARR TUTTLE CAMPBELL | 701 Fifth Avenue, Suite 3300 | Seattle, WA 98104 | www.karrtuttle.com

EXHIBIT "C"



MDK|Law
Washington's Business Law Firm™

Mark D. Kimball, J.D., LL.M.
Also Admitted In:
New York
United States Supreme Court
United States Tax Court

Mark G. Niehoff, B.A.B.A.
Corporate Paralegal

James P. Ware, J.D.
United States Tax Court

Brandon P. Wayman, J.D.
Oregon

Joel F. Murray, MSc., J.D.

Nahal Nabavinejad, J.D.

Courtney Bhatt, J.D.
California

Linda S. Fang, J.D.
California

July 13, 2015

John Du Wors
Newman Du Wors
2101 Fourth Avenue
Suite 1500
Seattle, WA 98121

Re: Hunts Point Ventures, Inc.

Dear Mr. Du Wors:

On June 24, 2015 the King County Superior Court approved the sale of the intellectual property of Hunts Point Ventures, Inc. ("Hunts Point") to Jennifer Schweickert. A true and correct copy of the court's order is attached hereto.

We have been informed by Mark Calvert, receiver for Hunts Point, that Hunts Point is not in possession of any electronic files pertaining to the lawsuits filed by you and your firm related to the intellectual property of Hunts Point. We hereby request that your firm provide a copy of all files, including all discovery prepared and received, for any lawsuit filed or prepared by you or your firm related to the intellectual property of Hunts Point. A hard drive or thumb drive can be provided upon request.

Please contact my office if you have any questions or concerns.

Very truly,
MDK Law

Mark D. Kimball
Brandon P. Wayman
Attorneys for Jennifer Schweickert

Encl.

EXHIBIT "D"

AUTHORIZATION FOR RELEASE OF LEGAL FILES

To John DuWors and Newman DuWors LLP:

You are hereby authorized to release any and all documents, including but not limited to pleadings, discovery, correspondence, notes, records and reports, investigative reports, and all other information written or otherwise recorded, for Hunts Point Ventures, Inc. contained in the file of or relating to all legal proceedings involving the following intellectual property:

- 1) App. No. 11/683,765 (Pub. No. 20080222155, September 11, 2008)
- 2) App. No. 11/974,918 (Pub. No. 20080133546, June 5, 2008)
- 3) App. No. 11/725,181 (Pub. No. 20080125080, May 29, 2008)
- 4) App. No. 09/975,749 (Pub. No. 20020045961, Notice of appeal filed March 16, 2007 appealing examiner's rejection of claims 28-37)
- 5) App. No. 09/975,736 (Pub. No. 20020046315, Notice of appeal filed June 14, 2007 – appealing examiner's rejection of claims 1-14)
- 6) App. No. 09/975,748 (Pub. No. 20020045960, Notice of appeal filed June 20, 2007 – appealing examiner's rejection of claims 1-20)
- 7) App. No. 11/679,338 (Pub: 20080208739, August 28, 2008)
- 8) Patent No. US 7,574,272 B2
- 9) Patent No. US 7,667,123 B2
- 10) Patent No. US 7,779,064 B2

to MDK Law, 777 108th Ave NE, Suite 2000, Bellevue, WA 98004, or to any representative, attorney or investigator from said firm. I specifically authorize the release to said individuals of information pertaining to confidential attorney-client communications, if such are a part of your records.

Facsimile of this Authorization, and retransmission of any signed facsimile Authorization, will be the same as delivery of an original.

DATED this ____ day of September, 2015.

Hunts Point Venture, Inc.

By:



Cascade Capital Group, LLC, a Washington limited liability company as Receiver of Hunts Point Ventures, Inc.

By: Mark Calvert – Managing Member

EXHIBIT "E"



MDK|Law
Washington's Business Law Firm™

Mark D. Kimball, J.D., LL.M.
Also Admitted In:
New York
United States Supreme Court
United States Tax Court

Mark G. Niehoff, B.A.B.A.
Corporate Paralegal

James P. Ware, J.D.
United States Tax Court

Brandon P. Wayman, J.D.
Oregon

Joel F. Murray, MSc., J.D.

Nahal Nabavinejad, J.D.

Courtney Bhatt, J.D.
California

Linda S. Fang, J.D.
California

September 10, 2015

John Du Wors
Newman Du Wors
2101 Fourth Avenue
Suite 1500
Seattle, WA 98121

Re: Hunts Point Ventures, Inc.

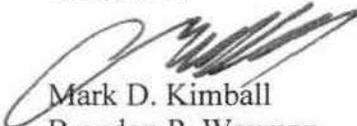
Dear Mr. Du Wors:

As of the date hereof, we have not received a response to our letter to you dated July 13, 2015.

As I am sure you are aware, RPC 1.16 states that a lawyer must take reasonably practicable steps to return client property, including papers and documents, to the client at the termination of the representation. Attached please find an Authorization for Release of Legal Files executed by Cascade Capital Group, LLC on behalf of Hunts Points Ventures, Inc. We again demand that your firm provide a copy of all files, including but not limited to pleadings, discovery, correspondence, notes, records and reports, investigative reports, and all other information written or otherwise recorded, for Hunts Point Ventures, Inc. contained in the files of or relating to all legal proceedings involving the intellectual property listed on the attached Release. A hard drive can be provided upon request.

Please contact my office if you have any questions or concerns.

Very truly,
MDK Law



Mark D. Kimball
Brandon P. Wayman
Attorneys for Jennifer Schweickert

AUTHORIZATION FOR RELEASE OF LEGAL FILES

To John DuWors and Newman DuWors LLP:

You are hereby authorized to release any and all documents, including but not limited to pleadings, discovery, correspondence, notes, records and reports, investigative reports, and all other information written or otherwise recorded, for Hunts Point Ventures, Inc. contained in the file of or relating to all legal proceedings involving the following intellectual property:

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- 3) App. No. 11/725,181 (Pub. No. 20080125080, May 29, 2008)
- 4) App. No. 09/975,749 (Pub. No. 20020045961, Notice of appeal filed March 16, 2007 appealing examiner's rejection of claims 28-37)
- 5) App. No. 09/975,736 (Pub. No. 20020046315, Notice of appeal filed June 14, 2007 – appealing examiner's rejection of claims 1-14)
- 6) App. No. 09/975,748 (Pub. No. 20020045960, Notice of appeal filed June 20, 2007 – appealing examiner's rejection of claims 1-20)
- 7) App. No. 11/679,338 (Pub: 20080208739, August 28, 2008)
- 8) Patent No. US 7,574,272 B2
- 9) Patent No. US 7,667,123 B2
- 10) Patent No. US 7,779,064 B2

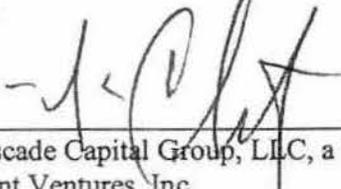
to MDK Law, 777 108th Ave NE, Suite 2000, Bellevue, WA 98004, or to any representative, attorney or investigator from said firm. I specifically authorize the release to said individuals of information pertaining to confidential attorney-client communications, if such are a part of your records.

Facsimile of this Authorization, and retransmission of any signed facsimile Authorization, will be the same as delivery of an original.

DATED this ____ day of September, 2015.

Hunts Point Venture, Inc.

By:



Cascade Capital Group, LLC, a Washington limited liability company as Receiver of Hunts Point Ventures, Inc.

By: Mark Calvert – Managing Member

EXHIBIT "F"

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

HUNTS POINT VENTURES, INC., a
Washington Corporation,

Plaintiff,

v.

JOHN DAVID DU WORS, an individual;
JOHN WHITAKER, an individual; and
NEWMAN & NEWMAN, ATTORNEYS AT
LAW, LLP, a Washington LLP, d/b/a
NEWMAN DU WORS LLP,

Defendants.

NO. 15-2-06869-5 SEA

AMENDED COMPLAINT

1. Professional Negligence
2. Breach of Fiduciary Duty
3. Unjust Enrichment
4. Conversion
5. Breach of Contract

JURY DEMAND

Plaintiff Hunts Point Ventures, Inc. ("HPV"), a Washington Corporation, by and through its Receiver, Cascade Capital Group, LLC, alleges as follows:

I. JURISDICTION AND VENUE

1. This court has jurisdiction over the claims in this complaint because defendants are residents of the State of Washington, the allegedly tortious conduct of defendants occurred within

1 the jurisdictional limits of this court, and the contracts identified herein were executed within the
2 jurisdictional limits of this court.

3 2. Venue is proper in this court because the majority of the witnesses and the relevant
4 evidence are found within the jurisdictional limits of this court.
5

6 II. PARTIES

7 3. Plaintiff HPV is a corporation organized under the laws of the State of Washington
8 with its principal place of business located in King County.

9 4. Pursuant to the Order Appointing General Receiver (the "Receivership Order"),
10 entered in this court on November 25, 2013, Cascade Capital Group, LLC, was appointed General
11 Receiver (the "Receiver") over HPV.

12 5. Defendant John Du Wors is an attorney duly licensed by the State of Washington,
13 with his principal place of business located in King County, State of Washington.
14

15 6. Defendant John Whitaker is an attorney duly licensed by the State of Washington,
16 with his principal place of business located in King County, State of Washington.

17 7. Defendant Newman & Newman Attorneys at Law, LLP, d/b/a Newman Du Wors
18 LLP ("Newman"), is a law firm with its principal place of business located in King County, State
19 of Washington.
20

21 III. FACTUAL BACKGROUND

22 A. HPV Formation and Background

23 8. HPV was incorporated in May 2010. Its purpose was to monetize intellectual
24 property ("IP") developed by Mark Phillips ("Phillips"), by filing patent infringement lawsuits and
25 collecting damages therefrom.
26
27

1 9. HPV solicited investments and loans in order to monetize the IP by pursuing patent
2 litigation. On or about May 7, 2010, Joyce Schweickert invested \$200,000 in HPV. On October
3 15, 2010, Sandy Hoover loaned \$100,000 to HPV. On April 29, 2011, Jennifer Schweickert
4 contributed \$200,000 to HPV. On November 19, 2012, Sandy Hoover loaned \$20,000 to HPV.
5

6 **B. MOD Litigation**

7 10. In or about 2010, Phillips was engaged in litigation with his former business
8 enterprise MOD Systems Inc. and his former business associates there regarding ownership of
9 various patents developed by Phillips: *Mod Systems, Inc. v. Phillips*, King County Superior Court
10 Cause No. 09-2-07963-3 SEA; *Arnold v. Phillips*, King County Superior Court Cause No. 10-2-
11 10227-2 SEA; *Phillips v. Mod Systems, Inc.*, King County Superior Court Cause No. 09-2-42891-
12 3 SEA; *A Dot Corp. v. Bay*, Western District of Washington Case No. 2:10-cv-00549-RSM
13 (collectively the “MOD litigation”).
14

15 11. On or about May 25, 2010, Phillips engaged attorney John Du Wors (“Du Wors”)
16 of Newman to represent him in the MOD litigation. As part of the engagement terms, Du Wors
17 took a security interest in Phillips’ condominium. Du Wors learned shortly thereafter this security
18 interest was without value.
19

20 12. On or about June 9, 2010, HPV engaged Du Wors to represent HPV in the MOD
21 litigation. HPV was not a named party in the MOD litigation.
22

23 13. On or about June 9, 2010, HPV and Phillips executed a “Waiver of Conflicts of
24 Interest” agreement “in connection with patent litigation,” with the purpose of waiving any
25 potential conflict of Du Wors’ representation of both HPV and Phillips in the MOD litigation. On
26 information and belief, this conflict waiver was the only one ever signed by HPV for Du Wors’
27 services.

1 14. On or about August 18, 2010, Phillips transferred to HPV various patents that he
2 had developed. In exchange for the patents, HPV paid Phillips \$100,000 and agreed to pay up to
3 “\$1,000,000 of Phillips’ attorneys’ fees, court costs and related expenses in the matter of Phillips
4 v. MOD, Inc. (King County Case No. 09-2-42891-3)...to the extent those amounts are owed by
5 [Phillips] to Newman & Du Wors.” Du Wors drafted the purchase and sale agreement. Du Wors
6 represented both the purchaser, HPV, and the seller, Phillips, with regard to this transaction, to the
7 benefit of himself and his firm. This payment from HPV did not promote HPV’s stated purpose of
8 monetizing IP through patent litigation.
9

10 15. In or about January 2011, Du Wors represented HPV and Phillips in the MOD
11 litigation, and he negotiated a settlement agreement whereby the ownership interests of various IP
12 was settled. This resulted in the loss of certain IP that had purportedly belonged to HPV.
13

14 16. On information and belief, Du Wors billed HPV over \$100,000 in legal fees
15 allegedly related to the MOD litigation, which provided no apparent benefit to HPV.
16

17 **C. Du Wors’ Expanding Role with HPV**

18 17. In addition to the MOD litigation, in or about September 2010, Du Wors’
19 representation of HPV expanded to include managing the corporate affairs of HPV. Steve
20 Schweickert (“Schweickert”), CEO of HPV, delegated all strategic and tactical decisions related to
21 HPV to Du Wors.
22

23 18. In or about September 2010, Olympic Patent Works, which had formerly managed
24 the IP developed by Phillips, revoked its representation and transferred its IP files to HPV for
25 maintenance. Olympic Patent Works instructed new counsel to file substitute powers of attorney
26 with the U.S. Patent and Trademark Office (“USPTO”) as soon as possible.
27

19 19. In or about October 2010, Du Wors, John Whitaker (“Whitaker”), and Newman

1 assumed responsibility for maintaining and prosecuting HPV's IP. Du Wors, Whitaker and
2 Newman did not file powers of attorney with the USPTO. Du Wors, Whitaker, and Newman did
3 not respond to various deadlines set by the USPTO, thereby causing multiple patents and/or patent
4 applications to be abandoned.

5
6 20. In or about April 2011, Du Wors and/or Whitaker represented to HPV that the firm
7 would undertake efforts to reinstate certain patents into good standing with the USPTO. On
8 information and belief, Du Wors, Whitaker, and Newman did not do so and certain patents
9 remained abandoned, despite HPV's reliance on this promise.

10 21. In or about March 2012, Du Wors and/or Whitaker indicated that they would return
11 the patents to good standing, but on information and belief, they did not do so.

12 22. In or about August 2013, Whitaker notified Du Wors and HPV representatives that
13 a patent reexamination was abandoned because Whitaker and Newman did not file a power of
14 attorney with the USPTO or timely respond to deadlines. On information and belief, Whitaker
15 and Newman did not return the patent to good standing.

16 23. Defendants' failure to maintain the patents and patent applications in good standing
17 has caused loss to HPV.

18 24. This failure to maintain the patents continued throughout the defendants'
19 representation of HPV, up to and including June 2013 when Du Wors, Whitaker, and Newman
20 terminated their representation of HPV.
21

22 **D. Criminal Prosecution of Mark Phillips**

23
24 25. On or about September 1, 2010, Phillips was indicted on various counts related to
25 his business activities with MOD. *See United States v. Phillips*, Case No. 2:10-cr-00269 (W.D.
26 Wash.).
27

1 26. On or about January 24, 2011, Du Wors appeared in that case on behalf of Phillips,
2 which, on information and belief, constituted Du Wors' first appearance in any criminal matter.

3 27. Du Wors charged substantial fees for defending Phillips in his criminal
4 prosecution.

5 28. Those fees were paid by HPV, which was also represented by Du Wors. Du Wors
6 never discussed or explained this conflict with HPV and Phillips. Du Wors never obtained a
7 conflict waiver from either Phillips or HPV for this representation.
8

9 29. HPV paid Du Wors substantial fees for defending Phillips, to no apparent benefit of
10 HPV.

11 30. Upon information and belief, HPV did not learn of the inherent conflict of interest
12 regarding this transaction until after Du Wors' terminated his representation of HPV in June 2013.
13

14 **E. Steve Schweickert Representation**

15 31. Schweickert, CEO of HPV, was charged with a DUI in or about March 2012. Du
16 Wors transferred funds from the HPV IOLTA account at his firm to a third party to pay for
17 Schweickert's fees and costs related to the DUI. This payment was not for any apparent benefit of
18 HPV.
19

20 32. Du Wors further represented Schweickert in Schweickert's personal litigation with
21 Joyce Schweickert in or about February 2013, which was charged to HPV. This representation
22 was not for any apparent benefit of HPV.

23 33. Upon information and belief, HPV did not learn of the inherent conflict of interest
24 regarding these transactions until after Du Wors' terminated his representation in June 2013.
25
26
27

1 **F. Patent Prosecution**

2 34. On behalf of HPV, Du Wors sued DigEcore for patent violations on or about May
3 1, 2011. On or about May 23, 2011, HPV signed an engagement letter for this representation,
4 agreeing that Du Wors would be paid a contingency fee of 40% of the net recovery.
5

6 35. In or about October 2011, DigEcore agreed to pay HPV \$120,000 to settle the
7 matter. On or about October 27, 2011, Newman provided an accounting to HPV that indicated
8 HPV would be paid approximately \$72,000 of the settlement proceeds, which equaled 60%. In
9 fact, HPV only received \$23,000 from the DigEcore settlement.

10 36. On or about June 7, 2013, Du Wors, Whitaker, and Newman terminated their
11 representation of HPV.

12 37. A receiver for HPV was appointed on or about November 20, 2013 due to HPV's
13 insolvency.
14

15 **G. Damages**

16 38. Du Wors and his firm consumed approximately \$465,000, of HPV funds, which
17 constituted approximately 75% of HPV's financial resources. Most of those fees provided no
18 apparent benefit to HPV and caused HPV's insolvency.

19 39. Du Wors and Whitaker, acting on their own behalf and on behalf of Newman,
20 caused HPV patents and/or patent applications to be abandoned by the USPTO, thereby causing a
21 significant decline in their value. At the time the patents were transferred to HPV, their value was
22 over \$1 million. The Receiver for HPV has had to incur expenses to attempt to restore certain
23 patents to good standing.
24

25 40. Du Wors and his firm wrongfully retained funds rightfully belonging to HPV from
26 the DigEcore settlement.
27

1 48. Du Wors breached his fiduciary duties to HPV by representing both Phillips and
2 HPV, when HPV funds were used to pay Phillips' legal bills for matters that did not benefit HPV.

3 49. Du Wors breached his fiduciary duties to HPV by representing both HPV and
4 Schweickert, when HPV funds were used to pay Schweickert's legal bills on matters that did not
5 benefit HPV.
6

7 50. Du Wors' breaches of his fiduciary duties proximately caused substantial damage
8 to HPV in an amount to be proven at trial.
9

10 **VI. THIRD CLAIM FOR RELIEF: UNJUST ENRICHMENT**

11 51. Plaintiff re-alleges paragraphs 1-51 above.

12 52. Du Wors, acting on his own behalf and on behalf of his firm, disbursed to the
13 firm's general accounts from HPV's trust account amounts that were in excess of any fee
14 agreement agreed to by HPV, including the DigEcore settlement, and legal fees incurred for
15 Schweickert and Phillips.
16

17 53. Du Wors, acting on his own behalf and on behalf of his firm, charged HPV over
18 \$465,000 for legal services, which fees were excessive in comparison to any benefit provided to
19 HPV by Du Wors.

20 54. Pursuant to the doctrine of unjust enrichment, Plaintiff is entitled to recover the
21 amount of all fees that were excessive, unreasonable, or unearned by defendants.
22

23 **VII. FOURTH CAUSE OF ACTION: CONVERSION**

24 55. Plaintiff re-alleges paragraphs 1-55 above.

25 56. Plaintiff has a right to possess the settlement proceeds from the DigEcore
26 settlement.
27

1 57. Defendants Du Wors and Newman in exercising dominion and control over
2 Plaintiff's settlement proceeds intentionally interfered with Plaintiff's personal property.

3 58. Defendants Du Wors' and Newman's intentional interference deprived Plaintiff of
4 its personal property.

5 59. Defendants Du Wors' and Newman's intentional interference with Plaintiff's
6 personal property caused Plaintiff damages in an amount to be proven at trial.
7

8 **VIII. FIFTH CAUSE OF ACTION: BREACH OF CONTRACT**

9 60. Plaintiff re-alleges paragraphs 1-60 above.

10 61. Du Wors and Whitaker, acting on their own behalf and on behalf of Newman, had a
11 contractual obligation to maintain HPV's patents and/or patent applications in good standing with
12 the USPTO.
13

14 62. Du Wors and Whitaker, by failing to keep the patents and/or patent applications in
15 good standing, breached their contract to HPV.

16 63. Du Wors' and Whitakers' breach of contract proximately caused substantial
17 damage to HPV in an amount to be proven at trial.
18

19 **REQUEST FOR RELIEF**

20 The Plaintiff requests that the Court award it the following relief:

- 21 1. An award of damages in an amount to be proven at trial.
22 2. Disgorgement of all fees paid by HPV to Du Wors and Newman.
23 3. An award of attorney's fees and court costs.
24 4. An award of prejudgment interest.
25 5. Such other relief as the Court may deem just and appropriate.
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DATED this 12th day of May 2015.

/s/ Diana K. Carey

Diana K. Carey, WSBA #16239
Stephanie R. Lakinski, WSBA #46391
Of Karr Tuttle Campbell
Attorneys for Cascade Capital Group, LLC

EXHIBIT "G"

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IN THE KITSAP COUNTY DISTRICT COURT

STATE OF WASHINGTON,)	
)	No. 20704301P
Plaintiff,)	
)	FELONY COMPLAINT
v.)	
)	(Total Counts Filed – 1)
JOHN DAVID DU WORS,)	
Age: 34; DOB: 03/29/1978,)	
)	
Defendant.)	

COMES NOW the Plaintiff, STATE OF WASHINGTON, by and through its attorney, KELLIE L. PENDRAS, WSBA NO. 34155, Deputy Prosecuting Attorney, and hereby alleges that contrary to the form, force and effect of the ordinances and/or statutes in such cases made and provided, and against the peace and dignity of the STATE OF WASHINGTON, the above-named Defendant did commit the following offense(s)–

Count I
Unlawful Imprisonment

On or between August 11, 2012 and August 12, 2012, in the County of Kitsap, State of Washington, the above-named Defendant did, knowingly restrain another person, to-wit: MRH 07/14/1997; contrary to the Revised Code of Washington 9A.40.040 and 9A.40.010(1).

(MAXIMUM PENALTY –Five (5) years imprisonment and/or a \$10,000 fine pursuant to RCW 9A.40.040(2) and RCW 9A.20.021(1)(c), plus restitution and assessments.)

JIS Code: 9A.40.040 Unlawful Imprisonment



Russell D. Hauge, Prosecuting Attorney
Special Assault Unit
614 Division Street, MS-35
Port Orchard, WA 98366-4681
(360) 337-7148; Fax (360) 337-4949
www.kitsapgov.com/pros

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Special Allegation–Domestic Violence

AND FURTHERMORE, the Defendant did commit the above crime against a family or household member; contrary to Revised Code of Washington 10.99.020. "Family or household members" means spouses, former spouses, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that I have probable cause to believe that the above-named Defendant committed the above offense(s), and that the foregoing is true and correct to the best of my knowledge, information and belief.

DATED: October 12, 2012
PLACE: Port Orchard, WA

STATE OF WASHINGTON

KELLIE L. PENDRAS, WSBA NO. 34155
Deputy Prosecuting Attorney

All suspects associated with this incident are–

John David Du Wors
Amber Roseanne Du Wors



10/16/12 11:28:43

DG1000MU Individual Information (PER) KITSAP DISTRICT PUB 1 of 2
Case: 1Z0306471 WSP IT Csh: Pty: StID: D DUWORJD227D9 WA
Name: DUWORS, JOHN DAVID NmCd: IN 707 59824

CONFIDENTIAL--NOT FOR RELEASE

NmCd: IN 707 59824 Name Updated on 09/14/1996 By from Court

Name: DUWORS, JOHN DAVID
Addr: 14414 MADISON AVE NE
City: BAINBRIDGE ISLAND St: WA Zip: 98110 Cy: US Co: 18
Hm Ph: 206 229 9082 Wk Ph: 206 274 2834 Resides With:
Race: W Ethnicity: U ICWA: Sex: M DOB: 03 29 1978 Age: 34 DOD: ___ ___ ___
Dr Lic No: DUWORJD227D9 St: WA Expires: 03 29 2013
Address Last Updated on 06/17/2011 by TRD From Court KIT SC

More addresses (PF4)

---- Identifying Information Updated on 05/23/2011 By MSM from Court KIT ----
Wash St Id: Height: 6 1 Weight: 185 JUV #: _____
Eyes: BLU Hair: BRO True Name: _____ DOC Number: _____
SSN : FBI Nu: Emp Name: _____
Interpretr: _____
Phy Desc : _____

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---
Help ADH Rfsh AKA Bwd Fwd Exit

10-16-12 ** ABSTRACT OF COMPLETE DRIVING RECORD

LIC# DUWORJD227D9 STATUS: PDL CLEAR
DU WORS, JOHN DAVID DOB 03-29-1978
6574 NE NEW BROOKLYN RD SEX M EYES BLU LICENSE ISSUED 10-07-08
BAINBRIDGE ISLAND WA 98110 HGT 6'01" WGT 185 LICENSE EXPIRES 03-29-13

\$75 REISSUE FEE DUE

CURRENT R/ADDR CHG REA/REQ/EFF MT 08-02-2008 08-02-2008

NOTE: R/DO 091706 101406 DS 063003 101303 M/MT 080208 080208 MT 042106 042106

- * 091706 SPEEDING 45 MPH 30 ZONE 101306 M MERCER ISLAN
MII109084
- * 022710 REGISTRATION VIOL/NO TABS 041410 M BAINBRIDGE I
I0028959
- * 052011 SPEEDING SCHOOL ZONE 061711 D KITSAP CO S
1Z0306471
- 113006 SUSP FT FTA/UNPAID TICKET 101316 113006 109084 0000
- 031407 REL FT FTA/UNPAID TICKET 101316 031407 109084 0000
- 060310 SUSP FT FTA/UNPAID TICKET 041420 060310 I00028959 0000
- 051211 REL FT FTA/UNPAID TICKET 041420 051211 I00028959 0000

NO RECORD WITH
WASHINGTON STATE
DEPARTMENT OF
CORRECTIONS

SUPPLEMENTAL REPORT

Bainbridge Island Police Dept

OCA 112001029

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

When I arrived at the police station I contacted Child Protective Services and spoke to Sherry Jackson. I explained to Jackson what I had learned from M[REDACTED]. Jackson advised that they have had two cases that are now closed involving AMBER and M[REDACTED]. Jackson gave the CPS reference number 2660377 for the new case.

I called Children's Hospital and spoke to social worker Triston Symons. I explained to Symons that [REDACTED] was in route and her history of what had happened over the last few days. Symons advised that she and a Mental Health social worker would contact M[REDACTED] when she arrives.

I contacted on call prosecutor Kelly Montgomery and explained to her what had happened with M[REDACTED]. Montgomery requested that I send a female officer to the hospital to take pictures (I was unable to take pictures on scene because of the time frame of catching the ferry) and re interview M[REDACTED], (Officer Stich went to Children's to contact MICAH).

Montgomery called me back after consulting with her supervisor and advised that it was not urgent to arrest the mother and stepfather at this time. She felt that we had a good case of unlawful imprisonment.

I contacted Symons and advised her that Officer Stich was in route. Symons advised that she had interview M[REDACTED] and was now going to consult with CPS.

I CERTIFY OR DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

 8/12/12

(Signature, Date)
(814) JOHNSON, DALE

FILED

AUG - 4 2014

**Bainbridge Island
Municipal Court**

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IN THE BAINBRIDGE ISLAND MUNICIPAL COURT

CITY OF BAINBRIDGE ISLAND,)	
)	No. 20704302
Plaintiff,)	
)	CRIMINAL COMPLAINT
v.)	
)	(Total Counts Filed - 1)
JOHN DAVID DU WORS,)	
Age: 36; DOB: 03/29/1978,)	
)	
Defendant.)	

COMES NOW the Plaintiff, CITY OF BAINBRIDGE ISLAND, by and through its attorney, JUSTIN B. ZAUG, WSBA NO. 26236, Deputy Prosecuting Attorney, and hereby alleges that contrary to the form, force and effect of the ordinances and/or statutes in such cases made and provided, and against the peace and dignity of the CITY OF BAINBRIDGE ISLAND, the above-named Defendant did commit the following offense(s)-

Count I
Assault in the Fourth Degree

On or about August 2, 2014, in the City of Bainbridge Island, State of Washington, the above-named Defendant did intentionally assault AMBER ROSEANNE DU WORS; contrary to Bainbridge Island Municipal Code 9.30.010, which adopts Revised Code of Washington 9A.36.041.

(MAXIMUM PENALTY-Three hundred sixty-four (364) days in jail or \$5,000 fine, or both, pursuant to BIMC 9.01.050, plus restitution, assessments and court costs.)

JIS Code: 9A.36.041 Assault 4th Degree



Russell D. Hauge, Prosecuting Attorney
Bainbridge Island Municipal Court Division
614 Division Street, MS-35
Port Orchard, WA 98366-4681
(360) 337-7174; Fax (360) 337-4949
www.kitsapgov.com/pros

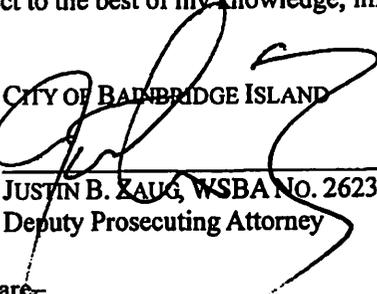
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Special Allegation-Domestic Violence

AND FURTHERMORE, the Defendant did commit the above crime against a family or household member; contrary to Bainbridge Island Municipal Code 9.30.030, which adopts Revised Code of Washington 10.99.020. "Family or household members" means spouses, former spouses, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that I have probable cause to believe that the above-named Defendant committed the above offense(s), and that the foregoing is true and correct to the best of my knowledge, information and belief.

DATED: August 4, 2014
PLACE: Port Orchard, WA

CITY OF BAINBRIDGE ISLAND

JUSTIN B. ZAUG, WSBA NO. 26236
Deputy Prosecuting Attorney

All suspects associated with this incident are
John David Du Wors



FILED

AUG - 4 2014

Bainbridge Island
Municipal Court

BAINBRIDGE ISLAND POLICE DEPARTMENT

CASE REPORT: I14-1013

CERTIFICATE OF PROBABLE CAUSE

CLERK CODE: _____

(Required for all probable cause arrests and all cases submitted for criminal prosecution)

SUSPECT NAME: Du-Wors, John David

(Last, First, MI) 003/29/1978

COURT: SUPERIOR COURT DISTRICT COURT JUVENILE COURT

X BAINBRIDGE ISLAND MUNICIPAL COURT

ARREST CRIMES: 1- RCW 9A.36.041 Assault 4th Degree DV

ARREST DATE: 08/02/2014

ARREST TIME: 2325 Hours

LOCATION OF CRIME: 11356 Olympic Terrace Ave

STATEMENT OF PROBABLE CAUSE

Summarize the facts showing probable cause for the arrest and for each statement of every offense committed. If a witness has supplied you with information supporting your determination of probable cause, please include the witness' name. If the full name of the witness should not be disclosed, please use the initials and D.O.B. to identify the witness.

On 08/02/2014 I responded to 11356 Olympic Terrace Ave for a DV Assault. I met with the victim Amber Du-Wors who stated her husband John D Du-Wors had pushed her to the ground. I could see Amber had fresh scrape marks on her left leg, scrapes on her arms, neck and face. Amber stated she had locked herself in a room and John forced his way into the room. Some of this event was recorded by Amber. I watched this recording and saw that John had forced his way into the room that Amber had tried to lock herself into. John reached in then and grabbed Amber by the head, neck and arms. Amber then ran outside to lock herself in her vehicle to prevent John from assaulting her. This is where John caught her and threw her to the ground.

I certify (declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct. (RCW 9A.72.085.)

V CIENEGA *V. Cienea Edk* 818 Bainbridge Island Police Department
OFFICER'S SIGNATURE BADGE NUMBER AGENCY

Bainbridge Island, Washington 08/02/2014
PLACE SIGNED DATE SIGNED

Emailed 8-7-2014 VLL SLE

KITSAP COUNTY DISTRICT COURT, STATE OF WASHINGTON
JUDGMENT AND SENTENCE

20704301P

DEFENDANT **DU WORS, JOHN DAVID**

DATED AND FILED: **AUGUST 19, 2014**

The defendant pled guilty to the following crime(s), or pled not guilty and the verdict of the jury was guilty or the finding of the court was guilty of the following crime(s). Therefore, the defendant is adjudged guilty and sentenced as follows—

OFFENSE	DV ¹	JAIL IMPOSED	JAIL SUSP. ²	JAIL TO SERVE ³	\$ IMPOSED
Unlawful Imprisonment	<input checked="" type="checkbox"/>	364	354	10	850
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

¹ It has been pled and proved that the defendant committed the offense against a family or household member as defined in RCW 10.99.020 when "DV" box is checked.

² This portion of the defendant's jail sentence is suspended for 5 years for DUI or physical control offenses; 5 year(s) for Domestic Violence offenses; and for 2 years for all other offenses.

³ The defendant shall be awarded credit for time served for this offense as calculated by the Kitsap County Jail staff.

JAIL SENTENCE

The sentence(s) herein shall run **concurrently** with all commitments.
 The jail time ordered herein shall be served as ordered in the Commitment.

CONDITIONS

- Standard Conditions.** Defendant shall have no criminal law violations. Defendant shall notify the court in person or in writing of any change of residence or mailing address and telephone number. Appointed counsel, if any, is ordered withdrawn. Any bail bond presently in effect is hereby exonerated.
- DV Assessment.** \$ **100** is imposed as a domestic violence penalty assessment pursuant to RCW 10.99.080.
- Within 90 Days.** Within 90 days from today's date, defendant shall file written proof with this court of completion of the following—
 - DUI Victim's Panel attendance.
 - Chemical dependency evaluation from a state-certified agency.
 - Entrance into a domestic violence perpetrators treatment program.
 - Domestic violence parenting course (minimum 24 hour course).
 - Mental health evaluation.
 - Psycho-sexual mental health evaluation.
 - Anger management course.
- Treatment Compliance.** Defendant shall complete all treatment checked above within the time frame required by the treatment provider and/or probation services.
- Alcohol.** Defendant shall not possess or consume any alcohol.
- Marijuana.** Defendant shall not possess or consume any marijuana.
- Restitution.** Defendant shall pay restitution in an amount to be determined within 180 days from today's date, or as required by a separate order.
- No Contact.** Defendant shall not initiate contact, approach or communicate by any means whatsoever with the following—_____

1°, 2° DWLS/R DRIVER'S LICENSE RECOMMENDATION

- This conviction was under RCW 46.20.342(1)(a) or (b). Defendant has obtained a valid driver's license. The court recommends against the extension of the period of suspension or revocation pursuant to RCW 46.20.342(2)(c).

PROBATION AND MONITORING

- Defendant shall be monitored for compliance by probation services. Defendant shall keep all appointments and comply with all reporting requirements as determined by probation. Defendant shall meet with probation immediately following these proceedings if defendant is not in custody or within 3 days upon defendant's release from custody. Defendant shall appear at all future probation appointments without having consumed any alcohol or controlled substances, unless prescribed by a physician.

REPRESENTATION BY COUNSEL

- Defendant was represented by a lawyer.
- Defendant waived representation by a lawyer. The Court finds the waiver to be made freely, knowingly and voluntarily.
 - Appeal and Collateral Advisement attached hereto is defendant's rights on appeal.
 - The court approves the agreement of the parties to conduct this proceeding by video conference.
 - Done in open court in the presence of the defendant.

09/18/2014 11:12:02 am



Signature

JUDGE

**DEFENDANT IS ADVISED THAT UPON ENTRY OF THE
JUDGMENT AND SENTENCE –**

The defendant has the right to appeal a determination of guilt after a trial.

Unless a notice of appeal is filed with the Clerk of this Court within thirty (30) days from the entry of the Judgment and Sentence or the order appealed from, the defendant has irrevocably waived his or her right to appeal.

If the defendant does not have a lawyer to file a notice of appeal, the Clerk of this Court will, if the defendant requests, supply a notice of appeal form to the defendant.

If the defendant cannot afford the cost of an appeal, the defendant has the right to have a lawyer appointed to represent the defendant on appeal and to have such parts of the trial record as are necessary for review transcribed both provided at public expense.

A petition or motion for collateral attack on a Judgment and Sentence in a criminal case may not be filed more than one (1) year after the judgment becomes final if the Judgment and Sentence is valid on its face unless the petition or motion is based solely on one or more of the grounds listed in RCW 10.73.100. "Collateral attacks" includes, but is not limited to, personal restraint petitions, habeas corpus petitions, motions to vacate judgment, motions to withdraw guilty plea, motions for new trial, and motions to arrest judgment.

INTERSTATE COMPACT

Defendant shall not relocate to another state without applying for approval to transfer supervision under the provisions of the Interstate Compact for Adult Offender Supervision, RCW 3.66.140, ICAOS Rules 2.105 and 2.110, if the sentence herein includes one year or more of supervision and an offense herein includes one or more of the following –

- **Harm**. An offense in which a person has incurred direct or threatened physical or psychological harm, and/or
- **Firearm**. An offense that involves the use or possession of a firearm, and/or
- **Second DUI/Physical Control**. A second or subsequent lifetime offense of DUI or physical control, and/or
- **Sex Offense**. A sexual offense that requires the defendant to register as a sex offender in the state of Washington.

EXHIBIT "H"

RECEIVED FOR FILING
KITSAP COUNTY CLERK

DEC 15 2015

DAVID W. PETERSON

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,

v.

JENNIFER SCHWEICKERT,
Defendants.

NO. 15 2 02482 7
SUMMONS

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,
v.
JENNIFER SCHWEICKERT,
Defendants.

NO.
SUMMONS

1 TO THE DEFENDANT, JENNIFER SCHWEICKERT:

2 A lawsuit has been started against you in the above entitled court by JOHN DAVID DU
3 WORS, plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served
4 upon you with this summons.

5 In order to defend against this lawsuit, you must respond to the complaint by stating your
6 defense in writing, and by serving a copy upon the person signing this summons within twenty
7 (20) days after the service of this summons, excluding the day of service, or a default judgment
8 may be entered against you without notice. A default judgment is one where plaintiff is entitled to
9 what it asks for because you have not responded. If you serve a notice of appearance on the
10 undersigned person, you are entitled to notice before a default judgment may be entered.

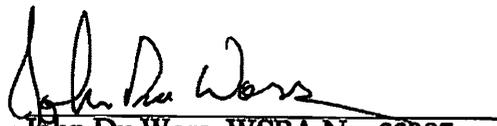
11 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
12 demand must be in writing and must be served upon the person signing this summons. Within 14
13 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service
14 on you of this summons and complaint will be void.

15 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
16 that your written response, if any, may be served on time.

17 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State
18 of Washington.

19
20 DATED this 11th day of November, 2015.

21
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23 By:


John Du Wors, WSBA No. 33987
John@newmanlaw.com

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25 Attorney for Plaintiff

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,
v.
JENNIFER SCHWEICKERT,
Defendant.

NO.
COMPLAINT FOR DAMAGES

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I. INTRODUCTION

1. Plaintiff John David Du Wors ("Plaintiff") brings this complaint for damages and injunctive relief against Defendant Jennifer Schweickert ("Defendant").

2. Plaintiff is an attorney who represented criminal defendant Mark Phillips in a trial for alleged white collar fraud. That case related to Phillips' alleged misappropriation of funds from MOD Systems, Inc. Phillips served as chief executive officer for that company.

3. Defendant Jennifer Schweickert is Mr. Phillips' wife. At Mr. Phillips' behest, Ms. Schweickert brought claims against Mr. Du Wors for, inter alia, fraud. The trial court dismissed Ms. Schweickert's claims on summary judgment with prejudice. In retaliation for that dismissal, Ms. Schweickert submitted a bar complaint against Mr. Du Wors. Mr. Du Wors brings this action for abuse of process and malicious prosecution seeking damages and injunctive relief for Ms. Schweickert's repeated misuse of legal processes to vindicate the felony conviction of her husband.

II. PARTIES, JURISDICTION AND VENUE

4. This Court has original jurisdiction over the subject matter of this action pursuant to RCW § 2.08.010.

5. This Court has personal jurisdiction over Defendant pursuant to RCW § 4.28.080.

6. Venue is proper in Kitsap County pursuant to RCW § 4.12.020(3) because

7. Defendant Schweickert is a resident of King County Washington.

8. Plaintiff Du Wors is a resident of Kitsap County.

9. A portion of the facts of this case arose in Kitsap County.

III. FACTS

10. In early 2011, Plaintiff John Du Wors represented a criminal defendant named Mark Phillips in a white collar fraud prosecution styled USA v. Mark Phillips, U.S.D.C W.D. WA, case no. 2:10-cr-00269-JCC.

11. After Mr. Phillips was convicted of felony fraud, Mr. Phillips served a period of years in federal prison. Upon release from prison, Mr. Phillips demanded that Mr. Du Wors pay

1 Mr. Phillips several hundred thousand dollars. When Mr. Du Wors rejected the demand, Mr.
2 Phillips submitted a bar grievance against Mr. Du Wors, which was rejected. And Mr. Phillips
3 initiated malpractice litigation against Mr. Du Wors. Mr. Phillips' malpractice litigation was
4 resolved for a nominal sum after Mr. Phillips declared bankruptcy.

5 12. Concurrently, Phillips' wife, Defendant Jennifer Schweickert, initiated litigation
6 against Mr. Du Wors at Mr. Phillips' behest. That case was filed before Judge Ricardo Martinez
7 in the U.S. District Court for the Western District of Washington, case no. Case No. 2:13-cv-
8 00675-RSM. The court in that case dismissed Ms. Schweickert's claims with prejudice on
9 summary judgment.

10 13. In retaliation for the dismissal, Ms. Schweickert submitted a bar grievance against
11 Mr. Du Wors even though Ms. Schweickert has never been Mr. Du Wors' client.

12 14. Ms. Schweickert's bar grievance was entirely without merit, as Ms. Schweickert
13 was never Mr. Du Wors' client, they have never met and they have never had dealings besides a
14 brief phone call in 2011.

15 IV. FIRST CAUSE OF ACTION

16 (Abuse of process)

17 15. Plaintiff reincorporates and realleges paragraphs 1 through 14 as though fully
18 stated herein.

19 16. In filing her lawsuit and bringing her complaint, Ms. Schweickert was motivated
20 by an ulterior purpose to accomplish an object not within the proper scope of those legal
21 processes.

22 17. In undertaking those legal processes, Ms. Schweickert acted in a manner not
23 proper in the regular prosecution of proceedings.

24 V. SECOND CAUSE OF ACTION

25 (Malicious prosecution)

26 18. Plaintiff reincorporates and realleges paragraphs 1 through 17 as though fully
27 stated herein.

28 19. Ms. Schweickert's lawsuit was instituted by Defendant Schweickert.

EXHIBIT "I"

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,

Plaintiff,

v.

JENNIFER SCHWEICKERT and JOHN
DOE SCHWEICKERT,

Defendants.

NO.

**PLAINTIFF’S FIRST SET OF
INTERROGATORIES TO
DEFENDANTS JENNIFER
SCHWEICKERT AND JOHN DOE
SCHWEICKERT**

Plaintiff John David Du Wors hereby propounds the following interrogatories to Defendants Jennifer Schweickert and John Doe Schweickert pursuant to CR 26 and 34. The interrogatories should be answered in full and the original returned within thirty (30) days of the date of service of this request. The answers should be provided to the offices of Newman Du Wors, 2101 Fourth Avenue, Suite 1500, Seattle, Washington 98121. You should respond to each discovery questions in accordance with the instructions and definitions set forth below.

I. INSTRUCTIONS

1. Pursuant to CR 26 and 33, You are to answer each of these discovery requests separately, fully, and under oath.
2. For each answer, identify each person who provided any of the information or any documents set forth in the answer and the information or documents that the

1 person provided.

2 3. In answering these discovery requests, unless otherwise specified, You are
3 to furnish all information known to You at the time of answering, regardless of whether
4 this information is possessed by You or Your employees, agents, representatives,
5 affiliated corporations, investigators, or by Your attorneys or their employees, agents,
6 representatives or investigators.

7 4. These discovery requests shall, to the fullest extent permitted by law, be
8 deemed continuing, so as to require You, without further request from Plaintiff, to
9 provide supplemental answers within fifteen (15) days of acquiring any additional
10 information, knowledge, or belief pertaining to the subject matter of any interrogatory.

11 5. If You cannot answer any of the following interrogatories after exercising
12 due diligence to secure the full information to do so, so state and answer to the extent
13 possible, specifying Your inability to respond in full, stating whatever information or
14 knowledge You have concerning the unanswered portion, and detailing what You did in
15 attempting to secure the unknown information. If You do know the name of a person or
16 entity that may have such information, the name, address, telephone number, and the
17 nature of the information known by such person or entity shall be disclosed in Your
18 answer.

19 6. If You withhold under a claim of privilege any information or document
20 called for by any discovery request, state the following:

- 21 a. the basis for withholding the information;
- 22 b. the identity of all persons who possess the information;
- 23 c. the date and place of, and the identity of, all persons involved in any
24 communications that bear on the information called for by the discovery request; and
- 25 d. in general, the substance of the document.

26 7. For each and every answer to these discovery requests, state all the facts
27 relied upon, and provide the evidentiary basis (identifying documents, witnesses, and
28 other sources) for each fact identified.

1 8. A question that seeks information contained in, information about, or
2 identification of any document may be answered by providing a copy of such document
3 for inspection without a request for production.

4 9. Provide all responsive information for the entire time period specified by an
5 interrogatory. If certain information responsive to a discovery request applies only to part
6 of the period of time specified by the interrogatory, state the dates between which such
7 discovery request applies.

8 10. The singular form of a noun or pronoun shall be considered to include
9 within its meaning the plural form of the noun or pronoun so used and vice versa; the use
10 of the masculine form of a pronoun shall be considered to include within its meaning the
11 feminine form of the pronoun so used and vice versa; and, the use of any tense of any verb
12 shall be considered to include within its meaning all other tenses of the verb.

13 11. Whenever it is necessary to bring within the scope of these interrogatories
14 information that otherwise might be construed to be outside their scope, “any” should be
15 understood to include and encompass “all”; “all” should be understood to include and
16 encompass “any”; “or” should be understood to include and encompass “and”; and,
17 “and” should be understood to include and encompass “or.”

18 12. The use of the words “include(s)” and “including” should be construed to
19 mean without limitation.

20 13. The terms “present” or “presently” refer to the date of service of these
21 interrogatories and shall continue through resolution of this litigation.

22 14. The term “discovery request” refers to these interrogatories.

23 15. The term “answers” refers to Your answers and/or responses to these
24 interrogatories.

25 16. Plaintiff will move to preclude You from presenting evidence regarding
26 responsive matters You have failed to set forth in Your answers.

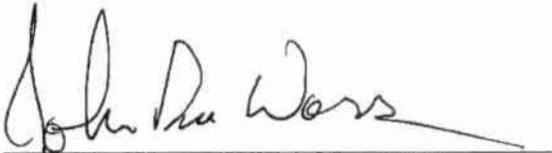
1 INTERROGATORIES

2 **INTERROGATORY NO. 1.** State each and every email address you have used to send
3 or receive email during the period of March 1, 2011 through present date.

4 **RESPONSE:**

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7 DATED December 9, 2015.

8
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10 By:


11 John Du Wors, WSBA No. 33987
12 john@newmanlaw.com

13 Attorney for Plaintiff
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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,

Plaintiff,

v.

JENNIFER SCHWEICKERT and JOHN
DOE SCHWEICKERT,

Defendants.

NO.

**PLAINTIFF'S REQUEST FOR
PRODUCTION TO DEFENDANTS
JENNIFER SCHWEICKERT AND
JOHN DOE SCHWEICKERT**

TO: Jennifer Schweickert and John Doe Schweickert, Defendants

Pursuant to CR 26 and 34, Plaintiff hereby requests that Defendants produce for examination and copying by attorneys and/or agents of Plaintiff any documents identified herein which are in the actual or constructive possession, custody, care, or control of Defendants and which are not privileged or attorney work-product. All documents are to be produced at the offices of Newman Du Wors, 2101 Fourth Avenue, Suite 1500, Seattle, Washington 98121 on the thirtieth (30th) day after service of these Request for Production or at that time on the next succeeding business day if such date is not a business day.

Production may be accomplished by mailing complete and clear copies of all requested documents with a response to the above attorneys at the above office. You should respond to each discovery questions in accordance with the instructions and definitions set forth below.

1 I. INSTRUCTIONS

2 1. Pursuant to CR 26 and 34, You are to respond to each of these discovery
3 requests separately, fully, and under oath.

4 2. For each response, identify each person who provided any of the
5 information or documents set forth in the response and the information or documents
6 that the person provided.

7 3. In responding to these discovery requests, unless otherwise specified, You
8 are to furnish all information known to You at the time of response, regardless of whether
9 this information is possessed by You or Your employees, agents, representatives,
10 affiliated corporations, investigators, or by Your attorneys or their employees, agents,
11 representatives or investigators.

12 4. These discovery requests shall, to the fullest extent permitted by law, be
13 deemed continuing, so as to require You, without further request from Plaintiff, to
14 provide supplemental responses within fifteen (15) days of acquiring any additional
15 information, knowledge, or belief pertaining to the subject matter of any discovery
16 request.

17 5. If You cannot respond to any of the following discovery requests after
18 exercising due diligence to secure the full information to do so, so state and respond to
19 the extent possible, specifying Your inability to respond in full, stating whatever
20 information or knowledge You have concerning the unanswered portion, and detailing
21 what You did in attempting to secure the unknown information. If You do know the
22 name of a person or entity that may have such information, the name, address, telephone
23 number, and the nature of the information known by such person or entity shall be
24 disclosed in Your response.

25 6. If You withhold under a claim of privilege any information or document
26 called for by any discovery request, state the following:

- 27 a) the basis for withholding the information;
28 b) the identity of all persons who possess the information;

1 c) the date and place of, and the identity of, all persons involved in any
2 communications that bear on the information called for by the
3 discovery request; and

4 d) in general, the substance of the document.

5 7. For each and every response to these discovery requests, state all the facts
6 relied upon, and provide the evidentiary basis (identifying documents, witnesses, and
7 other sources) for each fact identified.

8 8. A question that seeks information contained in, information about, or
9 identification of any document may be responded to by providing a copy of such
10 document for inspection without a request for production.

11 9. Provide all responsive information for the entire time period specified by
12 the discovery request. If certain information responsive to a discovery request applies
13 only to part of the period of time specified by the discovery request, state the dates
14 between which such discovery request applies.

15 10. The singular form of a noun or pronoun shall be considered to include
16 within its meaning the plural form of the noun or pronoun so used and vice versa; the use
17 of the masculine form of a pronoun shall be considered to include within its meaning the
18 feminine form of the pronoun so used and vice versa; and, the use of any tense of any verb
19 shall be considered to include within its meaning all other tenses of the verb.

20 11. Whenever it is necessary to bring within the scope of these discovery
21 requests information that otherwise might be construed to be outside their scope, “any”
22 should be understood to include and encompass “all”; “all” should be understood to
23 include and encompass “any”; “or” should be understood to include and encompass
24 “and”; and, “and” should be understood to include and encompass “or.”

25 12. The terms “present” or “presently” refer to the date of service of these
26 requests for production and shall continue through resolution of this litigation.

27 13. The term “discovery request” refers to these requests for production.

28 14. The term “responses” refers to Your responses and/or answers to these

1 requests for production.

2 15. Plaintiff will move to preclude You from presenting evidence regarding
3 responsive matters You have failed to set forth in Your response.

4 **II. DEFINITIONS**

5 Unless the context clearly indicates otherwise, the following words and phrases are
6 defined and used herein as follows:

7 1. The term “Communications” includes any and all phone conversations,
8 emails, correspondence, meetings, conferences, instant messaging, text messaging,
9 memoranda, or any record of oral communication.

10 **REQUESTS FOR PRODUCTION**

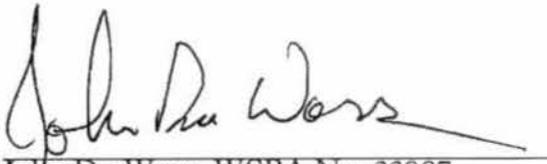
11 **REQUEST FOR PRODUCTION NO. 1.** Please produce any and all communications
12 by or between you and/or Mark Phillips that contain any of the following (whether
13 capitalized or not): “Linke”, “Newman”, “Du Wors”, “Duwors”, “John”, “Derek”,
14 “sue”, “lawsuit”, “law”, “suit”, “bar”, “Steve”, “Chad”, “Rudkin”, “Elizabeth”,
15 “WSBA”, “grievance”, “sanctions”, “Rule”, “Mary”, “Yu”, “Martinez”, “Judge”,
16 “Ricardo” and/or “complaint”.

17 **RESPONSE:**

18
19 **REQUEST FOR PRODUCTION NO. 2.** Please produce any and all communications
20 by or between you and/or Joyce Schweickert that contain any of the following: “Linke”,
21 “Newman”, “Du Wors”, “Duwors”, “John”, “Derek”, “sue”, “lawsuit”, “law”,
22 “suit”, “bar”, and/or “complaint”, “invest”, “Mark”, “Phillips”, “Chad”,
23 “Rudkin”, and/or “Elizabeth”.

24 **RESPONSE:**

1 DATED December 9, 2015.

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4 By: 
5 John Du Wors, WSBA No. 33987
6 *john@newmanlaw.com*
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Attorney for Plaintiff

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,

Plaintiff,

v.

JENNIFER SCHWEICKERT and JOHN
DOE SCHWEICKERT,

Defendants.

NO. 15-2-02482-7

**NOTICE OF VIDEOTAPED
DEPOSITION OF JENNIFER
SCHWEICKERT**

TO: JENNIFER SCHWEICKERT, Defendant
AND TO: MARK KIMBALL, Counsel of Record

PLEASE TAKE NOTICE that the deposition of Jennifer Schweickert will be taken at the request of Plaintiff in the above entitled action. This deposition will commence at 10:00 a.m. on December 23, 2015, at the offices of Newman Du Wors LLP, located at 2101 Fourth Avenue, Suite 1500, Seattle, Washington 98121. Said oral examination will be recorded by audio, audiovisual and stenographic means.

This oral examination will be subject to continuance or adjournment from time to time, or place to place until completed.

DATED December 7, 2015.

By: 
John Du Wors, WSBA No. 33987
john@newmanlaw.com

Attorney for Plaintiff

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,

Plaintiff,

v.

JENNIFER SCHWEICKERT and JOHN
DOE SCHWEICKERT,

Defendants.

NO. 15-2-02482-7

**REQUEST FOR ENTRY OF ORDER
OF DEFAULT WITH ORAL
ARGUMENT**

Date: December 24, 2015
Time: 9:00 a.m.
Judge: Civil Motions Judge

I. RELIEF REQUESTED

Plaintiff John Du Wors requests entry of an order of default against Defendant Jennifer Schweickert. A proposed order is attached.

II. FACTS

Plaintiff initiated this action pursuant to Washington Court Rule (“CR”) 3 by serving an unfiled summons and complaint on Defendant on November 12, 2015. (Declaration of John Du Wors, (“Decl. Du Wors”) ¶ 2.) A proof of service is attached as Exhibit A to Decl. Du Wors. (*Id.*) Defendant served a notice of appearance on December 3, 2015. (Decl. Du Wors ¶ 3, Exhibit B.) Defendant has not answered or otherwise responsively pled. (Decl. Du Wors ¶ 4.)

III. ISSUES PRESENTED

Now that more than twenty (20) days have passed since Defendant Schweickert has been properly served with the summons and complaint in this matter, yet Defendant

1 Schweickert has not answered or otherwise responsively pled, should the Court enter an
2 order of default against Defendant Schweickert?

3 **IV. DISCUSSION**

4 CR 4 provides that a defendant must answer or responsively plead within twenty
5 (20) days of service of a summons and complaint, or else an order of default may be
6 entered. Defendant Schweickert was properly served on November 12, 2015. More than
7 twenty (20) days have passed since service on Defendant Schweickert but she has not
8 answered or otherwise responsively pled. Therefore, Ms. Schweickert is in default, and an
9 order of default should issue.

10 **V. CONCLUSION**

11 A proposed order accompanies this motion.

12
13 DATED December 16, 2015.

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16 By:


John Du Wors, WSBA No. 33987
john@newmanlaw.com

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18 Attorney for Plaintiff

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,
v.
JENNIFER SCHWEICKERT and JOHN
DOE SCHWEICKERT,
Defendants.

NO. 15-2-02482-7

**DECLARATION OF JOHN DU
WORS IN SUPPORT OF REQUEST
FOR ENTRY OF ORDER OF
DEFAULT AGAINST DEFENDANT
SCHWEICKERT**

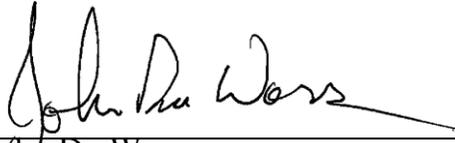
I, John Du Wors, an over eighteen years of age; am competent to testify herein; and make this declaration from personal knowledge.

2. I initiated this action pursuant to Washington Court Rule 3, on November 12, 2015 by serving a copy of the unfiled summons and complaint in this matter on Defendant Schweickert. A true and correct proof of service for this documents is attached as Exhibit A.

3. Defendant appeared on December 3, 2015. A true and correct copy of her notice of appearance is attached as Exhibit B.

4. More than twenty (20) days have passed since service on Defendant Schweickert, yet she has not answered or otherwise responsively pled.

1 I declare the foregoing under penalty of perjury under the laws of the state of
2 Washington this 16th day of December, 2015.

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5 _____
6 John Du Wors

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Exhibit A

John Du Wors

From: Rachel Horvitz
Sent: Thursday, November 12, 2015 8:39 PM
To: John Du Wors
Subject: Fwd: ABC Process Service Notification - DU WORS V SCHWEICKERT

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: noreply@abclegal.com
Date: 11/12/2015 7:09 PM (GMT-08:00)
To: Derek Linke <Linke@newmanlaw.com>, Rachel Horvitz <Rachel@newmanlaw.com>, Arlyne Sorrells <Arlyne@newmanlaw.com>
Subject: ABC Process Service Notification - DU WORS V SCHWEICKERT

IMPORTANT - DO NOT REPLY TO THIS EMAIL - it is from an automated sender.

Hi,

Good news! This order has been served:

Your reference #: DU WORS V SCHWEICKERT
Case #:
For service on: JENNIFER SCHWEICKERT
Served to: JENNIFER SCHWEICKERT
Date/Time: NOVEMBER 12 2015 07:04 PM
Address: 2582 3RD AVE W, SEATTLE, WA 98119

View order details and download documents at: <http://www.abclegal.com/abc/track/1019/1074062>

The documents on this order were served pursuant to:

- A) The statutes & court rules of the originating jurisdiction, and or
- B) The statutes & court rules of the state in where parties are served, and
- C) Instructions from the customer

Service data in this email is deemed accurate and reliable, but is subject to final verification

ABC Legal offers you the web site features to: track your orders in detail, protect you from compliance issues; provide 24/7 access to your data; and get your orders done faster.

Exhibit B

Jennifer Schweickert
c/o Mark Kimball, Esq. and Brandon Wayman
MDK Law and Associates
777 108th Avenue NE, Suite 2170
Bellevue, WA 98004

John David Du Wors
Newman & Du Wors
1201 Third Avenue, Suite 1600
Seattle, WA 98101

December 3rd, 2015

RE: Demand to File

Dear Mr. Du Wors,

I acknowledge having been served with your complaint on November 12th, 2015. I am hereby serving you with this written demand that you file your lawsuit with the court pursuant to CR 4. In the event that your lawsuit is not filed with the court within 14 days after you are served with my written request, then your service on me of the summons and complaint are void by operation of law.

Truly yours,



Jennifer Schweickert

Encl.

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,
v.
JENNIFER SCHWEICKERT,
Defendants.

NO.
SUMMONS

1 TO THE DEFENDANT, JENNIFER SCHWEICKERT:

2 A lawsuit has been started against you in the above entitled court by JOHN DAVID DU
3 WORS, plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served
4 upon you with this summons.

5 In order to defend against this lawsuit, you must respond to the complaint by stating your
6 defense in writing, and by serving a copy upon the person signing this summons within twenty
7 (20) days after the service of this summons, excluding the day of service, or a default judgment
8 may be entered against you without notice. A default judgment is one where plaintiff is entitled to
9 what it asks for because you have not responded. If you serve a notice of appearance on the
10 undersigned person, you are entitled to notice before a default judgment may be entered.

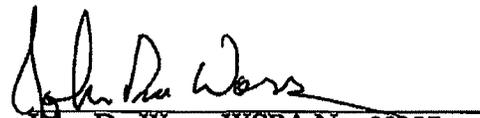
11 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
12 demand must be in writing and must be served upon the person signing this summons. Within 14
13 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service
14 on you of this summons and complaint will be void.

15 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
16 that your written response, if any, may be served on time.

17 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State
18 of Washington.

19
20 DATED this 11th day of November, 2015.

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23 By:


John Du Wors, WSBA No. 33987
John@newmanlaw.com

24 Attorney for Plaintiff
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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,
v.
JENNIFER SCHWEICKERT,
Defendant.

NO.
COMPLAINT FOR DAMAGES

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I. INTRODUCTION

1. Plaintiff John David Du Wors ("Plaintiff") brings this complaint for damages and injunctive relief against Defendant Jennifer Schweickert ("Defendant").

2. Plaintiff is an attorney who represented criminal defendant Mark Phillips in a trial for alleged white collar fraud. That case related to Phillips' alleged misappropriation of funds from MOD Systems, Inc. Phillips served as chief executive officer for that company.

3. Defendant Jennifer Schweickert is Mr. Phillips' wife. At Mr. Phillips' behest, Ms. Schweickert brought claims against Mr. Du Wors for, inter alia, fraud. The trial court dismissed Ms. Schweickert's claims on summary judgment with prejudice. In retaliation for that dismissal, Ms. Schweickert submitted a bar complaint against Mr. Du Wors. Mr. Du Wors brings this action for abuse of process and malicious prosecution seeking damages and injunctive relief for Ms. Schweickert's repeated misuse of legal processes to vindicate the felony conviction of her husband.

II. PARTIES, JURISDICTION AND VENUE

4. This Court has original jurisdiction over the subject matter of this action pursuant to RCW § 2.08.010.

5. This Court has personal jurisdiction over Defendant pursuant to RCW § 4.28.080.

6. Venue is proper in Kitsap County pursuant to RCW § 4.12.020(3) because

7. Defendant Schweickert is a resident of King County Washington.

8. Plaintiff Du Wors is a resident of Kitsap County.

9. A portion of the facts of this case arose in Kitsap County.

III. FACTS

10. In early 2011, Plaintiff John Du Wors represented a criminal defendant named Mark Phillips in a white collar fraud prosecution styled USA v. Mark Phillips, U.S.D.C W.D. WA, case no. 2:10-cr-00269-JCC.

11. After Mr. Phillips was convicted of felony fraud, Mr. Phillips served a period of years in federal prison. Upon release from prison, Mr. Phillips demanded that Mr. Du Wors pay

1 Mr. Phillips several hundred thousand dollars. When Mr. Du Wors rejected the demand, Mr.
2 Phillips submitted a bar grievance against Mr. Du Wors, which was rejected. And Mr. Phillips
3 initiated malpractice litigation against Mr. Du Wors. Mr. Phillips' malpractice litigation was
4 resolved for a nominal sum after Mr. Phillips declared bankruptcy.

5 12. Concurrently, Phillips' wife, Defendant Jennifer Schweickert, initiated litigation
6 against Mr. Du Wors at Mr. Phillips' behest. That case was filed before Judge Ricardo Martinez
7 in the U.S. District Court for the Western District of Washington, case no. Case No. 2:13-cv-
8 00675-RSM. The court in that case dismissed Ms. Schweickert's claims with prejudice on
9 summary judgment.

10 13. In retaliation for the dismissal, Ms. Schweickert submitted a bar grievance against
11 Mr. Du Wors even though Ms. Schweickert has never been Mr. Du Wors' client.

12 14. Ms. Schweickert's bar grievance was entirely without merit, as Ms. Schweickert
13 was never Mr. Du Wors' client, they have never met and they have never had dealings besides a
14 brief phone call in 2011.

15 IV. FIRST CAUSE OF ACTION

16 (Abuse of process)

17 15. Plaintiff reincorporates and realleges paragraphs 1 through 14 as though fully
18 stated herein.

19 16. In filing her lawsuit and bringing her complaint, Ms. Schweickert was motivated
20 by an ulterior purpose to accomplish an object not within the proper scope of those legal
21 processes.

22 17. In undertaking those legal processes, Ms. Schweickert acted in a manner not
23 proper in the regular prosecution of proceedings.

24 V. SECOND CAUSE OF ACTION

25 (Malicious prosecution)

26 18. Plaintiff reincorporates and realleges paragraphs 1 through 17 as though fully
27 stated herein.

28 19. Ms. Schweickert's lawsuit was instituted by Defendant Schweickert.

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

JOHN DAVID DU WORS, an individual,
Plaintiff,
v.
JENNIFER SCHWEICKERT and JOHN
DOE SCHWEICKERT,
Defendants.

NO. 15-2-02482-7

**[PROPOSED] ORDER ON
PLAINTIFF'S REQUEST FOR
ENTRY OF ORDER OF DEFAULT**

This matter comes before the Court on Plaintiff's Request for Entry of Order of Default against Defendant Schweickert. Having reviewed:

1. Plaintiff's Motion and supporting papers;
2. Defendant's Opposition and supporting papers (if any); and
3. Plaintiff's Reply;

The Court FINDS that Defendant Schweickert is in default, and hereby orders as follows:

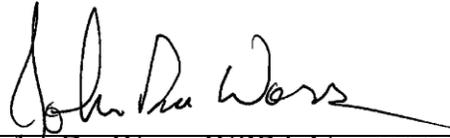
ORDER

Defendant Schweickert is in default.

It is so ORDERED this ____ day of December, 2015.

Kitsap County Superior Court Judge

1 Presented this _____ day of December, 2015 by:

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4 John Du Wors, WSBA No. 33987
5 john@newmanlaw.com

6 Attorney for Plaintiff
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JENNIFER P. SCHWEICKERT,

Plaintiff,

v.

HUNTS POINT VENTURES, INC; HUNTS
POINT VENTURE GROUP, LLC; CHAD
RUDKIN and ELIZABETH RUDKIN, and
their marital community comprised thereof;
JOHN DU WORS, and DOES 1-4;

Defendants.

Case Number: 13-CV-675

FIRST AMENDED COMPLAINT

- 1. Breach of Contract**
- 2. Fraud in the Inducement**
- 3. Conspiracy**
- 4. Negligent Misrepresentation**

JURY DEMAND

Plaintiff, Jennifer P. Schweickert, by and through her attorney of record, files this first amended complaint for damages against Hunts Point Ventures, Inc., Hunts Point Venture Group, LLC, Chad Rudkin and Elizabeth Rudkin, John Du Wors , and Does 1-4 (collectively "defendants"), and upon information and belief alleges as follows:

INTRODUCTION

This case arises out of a loan made by plaintiff Jennifer Schweickert to defendant Hunts Point Ventures, Inc., (hereinafter "HPV") a company now wholly owned and

1 operated by defendants Chad Rudkin and Elizabeth Rudkin. Plaintiff and defendant
2 HPV entered into a promissory note on or about April 21, 2011. Plaintiff loaned HPV
3 \$200,000 that was to repaid in two interest payments in December 2011 and October
4 2012, as well as the principal repayment in October of 2012. A true and correct copy of
5 the Promissory Note and Joint Participation Agreement (hereinafter referred to as the
6 “note”) is attached hereto as Exhibit “A”. HPV has failed to make any of the payments
7 owed to plaintiff under the note. On or about November 25, 2012, plaintiff contacted
8 defendant Chad Rudkin of HPV and HPVG by telephone to demand payment on the
9 note. She was told that she was “no longer involved in HPV.” After an informal
10 telephone call to Mr. Rudkin regarding payment of the note went unanswered, on or
11 about January 25, 2013, plaintiff sent defendant Mr. and Mrs. Rudkin and Mr. du Wors
12 a letter requesting repayment of the note. Mr. du Wors’ response, that he was unaware
13 of the “debt” owed to her, led plaintiff to conclude that none of the defendants would
14 take any action to repay the note. (True and correct copies of the letters by plaintiff and
15 Mr. du Wors are attached hereto as Exhibits “B” and “C.”) The note also functioned as
16 a security agreement in that it granted an 8% fully paid equity interest to Plaintiff in
17 Hunts Point Venture Group, LLC, (hereinafter “HPVG”).

18 The purpose of each of the corporations as well as their interaction and
19 relationship was memorialized in a series of email and memorandums prepared by the
20 defendants. The principal goal of HPV was to monetize intellectual property of Mark
21 Phillips that would be licensed to HPV through Hunts Point Intellectual Property, LLC.
22 HPV was to use the Phillips’ IP to generate income that would be used not only to
23 repay investors and provide remuneration for its officers; but primarily to provide
24 capital to Mark Phillips who was going through significant civil litigation as well as
25 fighting criminal charges. Plaintiff is a personal friend of Mr. Phillips and was
26 interested in investing in HPV because the investment would go towards helping Mr.
27 Phillips and would be secured by the licensing revenue of HPV. Defendant John Du
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1 Wors, an attorney, acted as one of Mr. Phillips' criminal defense attorneys as well as
2 represented Mr. Phillips in several civil matters. Mr. Du Wors was the attorney that
3 would be prosecuting the violations of Mr. Phillips' patents.

4 Mr. Du Wors was also attorney for HPV and his firm was its registered agent.
5 As the common denominator between Mark Phillips and the original share holders of
6 HPV, his advice and guidance was instrumental in organizing HPV, as well as
7 providing legal advice to help HPV achieve its goals. Initially, Plaintiff did not have
8 any interest in loaning money to HPV. Mr. Du Wors approached plaintiff at the behest
9 of Stephen Schweickert because he knew she had money and that she was friendly with
10 Mark Phillips. Mr. Schweickert provided the name of plaintiff to Mr. du Wors as a
11 possibly investor, telling him that he (Mr. Schweickert) had already spoken to her
12 regarding an investment in HPV. Mr. Schweickert telephoned plaintiff to discuss, in
13 general, the investment in HPV and to set up a longer, more formal telephone
14 conference with Mr. Du Wors. To induce plaintiff to loan money to HPV, Mr. Du Wors
15 made certain material misrepresentations of fact that he knew not to be true as detailed
16 herein. Based upon these misrepresentations, plaintiff agreed to transfer \$200
17 thousand as described in the promissory note that was prepared by Mr. Du Wors and
18 would loan HPV the money. Ms. Schweickert was told by Stephen Schweickert and
19 John Du Wors that her investment would be used to pay Mr. Du Wors past due fees,
20 which would allow him to aggressively pursue the patent litigation. Both Stephen
21 Schweickert and John Du Wors represented plaintiff that HPV had no money and
22 needed her investment to pursue the patent violations. Stephen Schweickert and Mr.
23 Du Wors assured Ms. Schweickert that her investment in HPV and HPVG would go
24 towards prosecuting violations of Mr. Phillips' intellectual property and that Mr.
25 Phillips, specifically, all parties, generally, would mutually benefit. Ms. Schweickert
26 has never received any shares in HPVG and does not know its status. She now sues for

1 breach of the Promissory Note as well as all of the other damages suffered as a result of
2 defendants' actions.

3
4 **THE PARTIES**

5 **1.** Plaintiff, Jennifer Schweickert, is an individual and a resident of Santa
6 Monica, State of California.

7 **2.** Defendants HPV and HPVG are corporations set up under the laws of the
8 State of Washington and reside in King County. It is believed that both corporate
9 entities are on-going concerns, though both may be inactive.

10 **3.** Defendants, Chad Rudkin and Elizabeth Rudkin (jointly referred to
11 hereafter as "the Rudkins"), are individuals residing in King County, State of
12 Washington and are believed to be the sole shareholders of defendants HPV and
13 HPVG.

14 **4.** Defendant John Du Wors is a resident of King County, State of
15 Washington, and a licensed attorney practicing in the Seattle area.

16 **5.** Doe defendants 1 thru 4 are individuals who acted in concert with the
17 named defendants in their illegal and tortious conduct, and whose identities or conduct
18 are unknown to plaintiff at this time. When such identity or conduct is discovered,
19 plaintiff will seek leave of court to amend the complaint.

20
21 **JURISDICTION AND VENUE**

22 **6.** This court has diversity jurisdiction over these claims against Chad
23 Rudkin and Elizabeth Rudkin and John Du Wors pursuant to 28 U.S.C. §1332(a)(3), as
24 Ms. Schweickert, Mr. and Mrs. Rudkin and Mr. Du Wors are residents of different
25 states, and the amount in controversy exceeds \$75,000.00.

26 **7.** This Court has personal jurisdiction over all defendants because each
27 defendant conducts business activities in this jurisdiction, voluntarily entered into
28

1 written contracts within this jurisdiction, and has caused harm to Ms. Schweickert
2 within this jurisdiction.

3 8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c)
4 because defendants have substantial contacts with and/or the majority of the pertinent
5 witnesses may be found in this district; many of the events giving rise to this lawsuit
6 have arisen and continue to occur in this district; and defendants have committed the
7 majority of their alleged tortious acts in this district.

8
9 **FACTUAL ALLEGATIONS**
10 **HPV Formation**

11 9. Mr. Phillips owns certain valuable intellectual property that is used in the
12 compressing, storing and transferring of data to storage devices and other electronic
13 devices. For example, the IP is similar to that employed to allow iPods to access,
14 categorize and play the songs stored in its memory. In 2009 through 2010, Mr. Phillips
15 became involved in civil litigation with his company, MOD Systems, Inc., as well as the
16 subject of a criminal investigation. At that time, and based in large part upon the
17 license that MOD had for the use of the Phillips' IP, MOD had received more than \$35
18 million in new investment and had been valued at \$123 million.

19 10. In order to protect his intellectual property, Mr. Phillips contacted friends
20 Stephen Schweickert, Doug Lower, Kenn Gordon, and Chad and Elizabeth Rudkin in
21 early 2010. The plan, as memorialized in a memorandum of understanding dated May
22 2, 2010 was to set up a company, HPV, that would license Phillips' IP from Hunts Point
23 Intellectual Property, LLC ("HPIP"). No other person contributed intellectual property
24 to the HPIP entity.

25 11. Shortly thereafter, on or about May 3, 2010, HPV was incorporated with
26 the stated goal of monetizing the intellectual property of Mr. Phillips by prosecuting
27 those violations of the IP. Mr. Phillips recommended his attorney, Mr. Du Wors, be the
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1 attorney to prosecute the IP violations. HPV agreed to retain Mr. Du Wors, who
2 provided HPV with a plan to prosecute the IP violations.

3 **12.** Plaintiff is informed and believes that on or about May 17 2010, HPV was
4 organized as a Washington corporation with shares divided between Stephen
5 Schweickert, Doug Lower, Chad Rudkin and Mr. Phillips. She is further informed and
6 believes that Mr. Phillips contributed his IP to HPIP, agreed to license his IP to HPV,
7 and paid \$9,200 in cash for the purchase of his shares in HPV. The license to HPV
8 would allow it to pursue all violations of the IP by filing claims and law suits against
9 the violators. Plaintiff was assured that Mr. Phillips and his wholly-owned company,
10 HPIP, would continue to own the IP.

11 **13.** Plaintiff is informed and believes that Mr. Phillips traveled to the offices of
12 Mr. Du Wors in order to sign the appropriate documents regarding his purchase of the
13 HPV shares and provide HPV with a check in the amount of \$9,200. This transaction
14 allegedly occurred on or about May 20, 2010.

15 **14.** Plaintiff is informed and believes that Stephen Schweickert, as a
16 shareholder of HPV, sought the consent of Mr. Phillips, as a shareholder and director of
17 HPV, regarding operational and financial concerns of HPV. For example, Mr.
18 Schweickert contacted Mr. Phillips regularly by telephone between May and September
19 2010 to discuss such topics as a cash payment to Mr. Rudkin, corporate governance, and
20 possible targets who have violated the Phillips' IP in order to obtain Mr. Phillips advice
21 and direction on litigation strategy against violators of the patents.

22
23 **Plaintiff makes a loan to HPV**

24 **15.** Plaintiff is the cousin of one of the founders of HPV, Steven Schweickert.
25 Mr. Schweickert approached plaintiff in 2011 about putting money into HPV. Mr.
26 Schweickert knew that plaintiff was a friend of Mr. Phillips and was told that by
27 supporting HPV, she would be furthering the efforts to monetize the Phillips' IP as well
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1 as helping Mr. Phillips personally. Mr. Schweickert assured plaintiff that HPV and
2 HPVG had essentially been formed to monetize the Phillips' IP and to support Mr.
3 Phillips.

4 **16.** On or about April 15, 2011, plaintiff was introduced to Mr. Du Wors by
5 Mr. Schweickert at Mr. Du Wors' office by telephone. Mr. Du Wors had sought out a
6 meeting with her to encourage her to invest in HPV. Plaintiff was aware that Mr. Du
7 Wors was the attorney that would handle the IP litigation. She was provided with a
8 copy of Mr. Du Wors' memorandum to Stephen Schweickert outlining his litigation
9 "plan" for the Phillips' IP.

10 **17.** On April 21, 2011, Stephen Schweickert provided the note to plaintiff.
11 Plaintiff, however, did not sign the note. The next day, the plaintiff had an one-hour
12 telephone conference with John Du Wors to discuss the agreement.

13 **18.** During the phone call, John Du Wors made deliberate misrepresentations
14 to plaintiff that he knew were false to induce her to sign the note. The
15 misrepresentations were made for a financial motive to enrich Mr. Du Wors at
16 plaintiff's expense.

17 **19.** Mr. Du Wors is corporate counsel for HPV and prepared the note on
18 behalf of HPV. The note stated that "the Lender has been induced to enter this
19 agreement with the understanding and stipulation that an 8% fully paid passive
20 membership participation in that venture entity known as Hunts Point Venture Group,
21 LLC ("HPVG, LLC") shall be granted...." Mr. Du Wors registered HPVG, LLC on
22 March 1, 2011, six weeks prior to the meeting with plaintiff. His firm remains the
23 registered agent for the corporation. Because Mr. Du Wors was the attorney who
24 incorporated HPVG, he knew HPVG, LLC was not created for any legitimate purpose.
25 It has never been funded, has no shareholders, or corporate governance. Mr. Du Wors'
26 first material misrepresentation of fact was that HPVG, LLC was formed as a viable
27 entity to grant equity interests to certain individuals as promised in the note according
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1 to its participation schedule. This representation was material because plaintiff
2 believed she was obtaining an equity interest in an entity that would confer upon her a
3 future economic expectancy and she would not have otherwise agreed to enter into the
4 note.

5 **20.** Mr. Du Wors' second material misrepresentation of fact was that the
6 plaintiff would benefit in profit-sharing between HPV and HPVG as an equity holder in
7 HPVG. Plaintiff was led to believe in no uncertain terms that the goal of the formation
8 of HPV was to assist Mr. Phillips. At the meeting identified above on or about April 15,
9 2011 between plaintiff and Mr. Du Wors, Mr. Du Wors orally represented that the
10 majority of plaintiff's loan would go to pay for Mr. Phillips' mounting legal fees.
11 However, by so doing, Mr. Du Wors assured plaintiff that plaintiff's loan would allow
12 him to vigorously pursue any patent violations, thereby helping HPV recover money
13 through settlements for Mr. Phillips' direct benefit and for the benefit of shareholders in
14 HPVG, as promised to Plaintiff. This representation was material because plaintiff
15 believed she would participate in an equity sharing scheme between HPV and HPVG,
16 and that even if this expectancy did not come to fruition, she was led to believe the
17 parties had formulated and would at least attempt to execute upon this strategy for any
18 patent violations that Mr. Du Wors prosecuted.

19 **21.** Mr. Du Wors' third material misrepresentation of fact was that he would
20 use Plaintiff's loan to pursue patent violations. Because he intended the loan to pay him
21 for his past services and not for future legal services, Mr. Du Wors knew this was false
22 and had no intent to use those funds to actively pursue patent violations. At the time of
23 the loan on April 26, 2011, HPV was almost insolvent and in desperate need of a cash
24 infusion. Mr. Du Wors used plaintiff's capital almost immediately upon it being
25 deposited for his work in defending plaintiff against MOD. This work entailed
26 preparation of a settlement agreement and a purchase and sale agreement for which he
27 billed HPV \$100,000.00. This representation was material because plaintiff believed she
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1 would participate in an equity sharing scheme between HPV and HPVG, and that even
2 if this expectancy did not come to fruition, she was led to believe the parties had
3 formulated and would at least attempt to execute upon this strategy for any patent
4 violations that Mr. Du Wors prosecuted.

5 **22.** Mr. Du Wors' fourth material misrepresentation of fact made during the
6 meeting between plaintiff and Mr. Du Wors held on or about April 15, 2011, was that
7 another investor was lined up to invest \$100,000.00 and time was of the essence for
8 Plaintiff to immediately act or she would lose the final slot to invest. This person was
9 Sandy Hoover and she had already invested \$100,000.00 prior to the time Mr. Du Wors
10 made this statement. In fact, Mr. Du Wors had burned through Ms. Hoover's cash
11 investment and nothing was left of it. This representation was material because Mr. Du
12 Wors contrived another circumstance to incentivize plaintiff into making the loan based
13 upon the false representation of the scarcity of opportunity to invest.

14 **23.** Mr. Du Wors' fifth material misrepresentation of fact made during the
15 meeting between plaintiff and Mr. Du Wors held on or about April 15, 2011, was telling
16 plaintiff that Mark Phillips was a shareholder, director, and officer of HPV with at least
17 a 30% interest in the company as well as an economic and voting member. He further
18 stated Mark Phillips would lead the patent and IP development when released from
19 federal custody. As corporate counsel for HPV, including the law firm that sent out
20 notices for board meetings and maintaining the register of shareholders for HPV, Mr.
21 Du Wors knew these statements were false and knew Plaintiff would not have
22 otherwise been induced to enter into the note and loan HPV money without relying on
23 those specific statements and promises. Defendant Mr. Du Wors was aware that
24 plaintiff was motivated solely by her desire to help and assist Mr. Phillips in agreeing to
25 loan HPV money; and Mr. Du Wors used this information and plaintiff's desire to help
26 to induce her loan. The fact that Mr. Du Wors had no intention to keep the promises
27 made to plaintiff regarding the ownership interest, participation and management of
28

1 HPV by Mark Phillips is further evidenced in the letter he sent to her on or about
2 February 11, 2013, when, as counsel for HPV, Mr. Du Wors wrote that he has no
3 knowledge that Mark Phillips was ever a shareholder. In addition, as counsel for HPV,
4 he should have been familiar with HPV's formation documents. These documents
5 show that Stephen Schweickert formed HPV in May 2010 and registered only his 100
6 shares with the Secretary of State without honoring any other founding member's stock
7 subscription agreement in HPV. However, the sale agreement of Phillips' IP to HPV
8 that Mr. Du Wors prepared was done well after that date, in January 2011, when he
9 would have known Mr. Phillips was transferring his valuable IP to HPV, an entity in
10 which he believed he was a shareholder, but was not. Mr. Phillips purchased his shares
11 on or about May 20, 2010, discussed in a meeting at defendant Mr. Du Wors' office in
12 which Mr. Phillips, Mr. Du Wors, Mr. Schweickert, and Mr. Rudkin were present. Mr.
13 Du Wors promised to draft and update the HPV Articles of Incorporation as well as the
14 other corporate documents reflecting the change in HPV ownership; because, in
15 addition to Mr. Phillips' investment, Mr. Rudkin and Mr. Gordon were given one year
16 to purchase equal amounts of shares in HPV by investing an equal amount, \$9,200. Mr.
17 Du Wors failed to draft or file the amended Articles of Incorporation reflecting these
18 changes. Mr. Du Wors falsely represented to Plaintiff in April 2011 that Mr. Phillips
19 was a shareholder in HPV, which he knew was false, and upon which plaintiff relied in
20 executing the note upon the truth of that statement. These representations were
21 material because without them, plaintiff would not have entered into the note without
22 the assurance that Mr. Phillips was an integral part of HPV and the prosecution of his
23 patents.

24 **24.** At present, Mr. Du Wors refuses to recognize the validity of plaintiff's
25 loan or her equity interest in HPV. As proof Mr. Du Wors made the foregoing
26 misrepresentations of fact that he knew were false and made with the intent to induce
27 plaintiff into making a loan that would never be paid back. He counseled or instructed
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1 the Rudkins to book plaintiff's loan as an "angel investment" with HPV, rather than a
2 loan. In addition, this shows the materiality of the representation in that Mr. Du Wors
3 took pains to conceal the nature of plaintiff's loan. Plaintiff was shown a copy of the
4 HPV financial records that recorded her loan as an "investment" during a meeting with
5 Mr. Phillips on or about January 2013.

6 **25.** On February 8, 2013, Mr. Du Wors wrote to plaintiff that he was not
7 aware of her being an investor in HPV. However, on August 6, 2012, he and his law
8 firm prepared a Notice of Annual Meeting of Shareholders of Hunts Point Ventures
9 stating "Discussions of the debt and/or equity interest of Joyce Schweickert, Jennifer
10 Schweickert, and Sandy Hoover" would be discussed that was sent to "each
11 shareholder on the records of the Corporation" in an apparent lapse; confirmation by
12 Mr. Du Wors that Plaintiff did, indeed, have a debt and/or equity interest in HPV and
13 was a shareholder. This is an acknowledgement that Plaintiff either has a debt interest
14 in HPV, which Mr. Du Wors attempted to conceal, or an equity interest in HPV, as it
15 was so booked, in which case she should have an equity stake, which by the terms of
16 the note, she never had in HPV.

17 **26.** During the initial discussions between plaintiff and Mr. Schweickert on or
18 about April 2011, plaintiff was also told by Steven Schweickert that the loan would
19 allow HPV to form HPVG and that she would be given an "8% passive membership"
20 without regard to HPV's obligation on the \$200,000 note. The note signed by plaintiff
21 along with the written memoranda by Mr. Schweickert reflect these promises. Plaintiff
22 was informed by defendants Mr. Schweickert and Mr. Du Wors during the discussions
23 of her loan in April of 2011 that HPVG would be formed and on that basis she believed
24 that HPVG would be formed to further the goals of HPV to monetize the Phillips' IP
25 and support Mr. Phillips.

26 **27.** On or about April 21, 2011, plaintiff received a signed copy of the
27 Promissory Note and Joint Participation Agreement from HPV and HPVG. In response,
28

1 been intended in the note, to allow prosecution of patent violations of the IP and share
2 in revenue between HPV and HPVG, even though it wasn't. Mr. Du Wors was Mr.
3 Phillips' attorney and a member of the bar in good standing and had an ethical duty to
4 zealously defend him and act in his best interests.

5 **48.** On information and belief, HPVG has no signed operating agreement with
6 any of the purported members represented to plaintiff prior to her executing the note,
7 HPVG was not properly formed and operated as a separate company, that HPVG has
8 no intercompany agreement with HPV, nor have the terms of that agreement been
9 vetted by past or present shareholders, directors, or officers of HPV or HPVG.

10 **49.** Plaintiff is informed and believes and on that basis alleges that in order to
11 "hide" the loan from plaintiff, Mr. Rudkin and Mrs. Rudkin listed the "loan" in the
12 HPV corporate financial books as an "investment." Plaintiff believes that this
13 mistreatment of the loan was approved by Mr. Du Wors.

14 **50.** Mr. Du Wors knew his representations were false, and were made to
15 induce plaintiff to do certain things in reliance upon these representations; namely, to
16 convince plaintiff to loan HPV money that would help HPV generate money that would
17 be paid to Mr. Phillips. To further induce plaintiff to invest, defendant prepared the
18 note that granted stock or participation in a company, namely HPVG, which had no
19 formal relationship with HPV, which was calculated to obtain plaintiff's reliance on this
20 false representation that future profit sharing from HPV would be provided to HPVG.
21 In turn, Mr. Du Wors personally benefited by receiving this loan as payment for his
22 services.

23 **51.** Plaintiff reasonably relied upon these representations to her detriment.

24 **52.** As a result of this reliance, plaintiff was significantly damaged in an
25 amount to be proven at trial. The acts of defendant was done with the specific intent to
26 take property from plaintiff, and were malicious and without conscious regard for the
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1 rights of plaintiff. As such, plaintiff is entitled to an award of punitive damages in an
2 amount to be determined at trial.

3
4 **Third Cause of Action**
5 **Conspiracy**
6 **(Against Defendants the Rudkins and Mr. Du Wors)**

7 **53.** Plaintiff repeats and incorporates by reference each allegation in
8 paragraphs 1 through 52 as if set forth fully herein.

9 **54.** Defendants Du Wors and the Rudkins conspired to commit the unlawful
10 act of booking plaintiff's \$200,000.00 loan to HPV as an angel investment for the
11 unlawful purpose of misappropriating that money based upon misrepresentations that
12 defendants knew were false. As an investment, the Rudkins would be under no
13 obligation to repay the money under the terms of the note. Plaintiff believes that this
14 mistreatment of the loan was approved by all defendants, including Mr. Du Wors. A
15 true and correct copy of the HPV accounting record is attached hereto as Exhibit "D."
16 The bulk of this money went to Mr. Du Wors. In return, Mr. Du Wors counseled the
17 Rudkins in their unlawful takeover of HPV from Stephen Schweickert with both
18 continuing the ruse to the present day by refuting Mr. Phillips was a shareholder.

19 **55.** Defendants the Rudkins actively participated in the conspiracy after
20 gaining control of HPV in 2012 by assuring plaintiff that her loan would be repaid, that
21 HPV would generate money via the Phillips IP, and sending plaintiff notices prepared
22 by Mr. Du Wors identifying plaintiff as a shareholder of HPV. An example of
23 defendant Mrs. Rudkin's knowledge of the conspiracy can be found in a memorandum
24 regarding an HPV shareholders' meeting, a true and correct copy is attached hereto as
25 Exhibit "E." As further evidence of the Rudkins conspiracy to defraud plaintiff of her
26 loan, they instructed Sandy Hoover, Elizabeth Rudkin's mother, and Chad Rudkin's
27 mother-in-law, to create a security interest against the Phillips IP for her \$100,000.00
28 investment in HPV and deny plaintiff was owed anything.

1 56. Stephen Schweickert and Mr. Du Wors also conspired for the unlawful
2 purpose of inducing plaintiff into a loan that would not be repaid and a security
3 agreement that would not be honored, by telling plaintiff that she needed to hurry to
4 invest in HPV. Mr. Du Wors instructed Mr. Schweickert to represent that Sandy
5 Hoover was going to invest and there was only one "slot" to be invested. Mr.
6 Schweickert misrepresented that Ms. Hoover was "going" to invest and take the "final
7 slot." In fact, Ms. Hoover had already invested in October of 2010 and was not planning
8 on investing any more funds into HPV. Later in May of 2011, during proceedings
9 regarding Stephen Schweickert's infidelity, defendant Chad Rudkin confessed to
10 plaintiff that Mr. Schweickert was "lying" to plaintiff to induce her investment.

11 57. At this time, Mr. Schweickert informed Mr. Du Wors that plaintiff was in
12 possession of money and had expressly provided plaintiff with a copy of a
13 memorandum prepared by Mr. Du Wors in which Mr. Du Wors presented a plan to
14 raise a lot of money using the Phillips IP. This agreement represents another part of the
15 plan between Mr. Schweickert and Mr. Du Wors to further their conspiracy. A true and
16 correct copy of the memorandum is attached hereto as Exhibit "F."

17 58. When plaintiff was reluctant to make the loan (also referred to by
18 defendants as "investment"), the defendants and Mr. Schweickert conspired to have
19 Mr. Du Wors meet personally with plaintiff. The entire purpose of the meeting between
20 Mr. Du Wors and plaintiff was to complete the conspiracy to provide plaintiff with
21 enough false promises to induce her to invest in HPV. Plaintiff did invest in HPV based
22 upon the various representations and promises of defendants.

23 59. The defendants got lost in their own conspiracy. Before treating the loan
24 as an investment, the defendants became confused over how to characterize plaintiff's
25 role in HPV. For instance, on or about May 5, 2011, Mr. Schweickert contacted Ms.
26 Schweickert for shareholder permission to invest HPV funds into ViaCam. Ms.
27 Schweickert denied the request. In another instance, on August 6, 2012, plaintiff
28

1 received a notice prepared by Mr. Du Wors inviting her as a shareholder to an HPV
2 shareholder meeting. On the agenda was to discuss her “debt and/or equity interest.”

3 **60.** However, on or about February 8, 2013, plaintiff demanded from Mr. Du
4 Wors information regarding the status of her loan/investment and he responded
5 evasively, stating he had no information identifying her as an investor.

6 **61.** Defendants had no intention of honoring their obligations and duties
7 under the written agreement. In fact, it appears that the representations were made in a
8 conspiracy to convince plaintiff to loan HPV money just so Mr. Du Wors could receive
9 payment and so that the Rudkins could loot the remaining assets of HPV, rather than
10 treat the payment as a loan and provide Ms. Schweickert shares in any corporation.

11 **62.** The conspiracy of defendants to commit fraud by inducing the plaintiff
12 into executing the note was done without conscious regard for the rights and property
13 of plaintiff. The acts of defendants were malicious and intended to commit fraud upon
14 plaintiff.

15 **63.** As a result of defendants’ actions, plaintiff has been damaged in an
16 amount to be determined at trial.

17
18 **Fourth Cause of Action**
19 **Negligent Misrepresentation**
20 **(Against Defendant John Du Wors)**

21 **64.** Plaintiff repeats and incorporates by reference each allegation in
22 paragraphs 1 through 63 as if set forth fully herein.

23 **65.** Defendant in the course of inducing plaintiff into executing the note and
24 preparing the note had a pecuniary interest in the property thereof. Defendant directly
25 informed plaintiff that he intended to use her loan to HPV to cover the costs of Mr.
26 Phillips criminal trial. However, defendant did not seek plaintiff’s money as a third
27 party guarantor on behalf of Mr. Phillips in helping defray his legal expenses. Rather,
28 defendant made specific representations necessary for the purpose of inducing plaintiff

1 to make the loan that were false, for which purpose she would not have otherwise made
2 the loan.

3 **66.** Defendant realized he could put himself in an advantageous position by
4 supplying false information to plaintiff in order to gain control of plaintiff's loan.
5 Defendant did so by negligently supplying the information contained in the
6 aforementioned paragraphs 18 through 25 that he knew was false to plaintiff in
7 guidance of her decision to enter into a business transaction with HPVG. Defendant
8 was manifestly aware that the intended purpose for communicating such information
9 was to lure plaintiff into believing she would be a shareholder in HPVG, when, in fact,
10 she would not be and neither would there be any profit sharing between HPV and
11 HPVG. Defendant deliberately created the belief in plaintiff's mind that she would
12 have an economic expectancy interest pursuant to the note, which, indeed, defendant
13 memorialized by drafting the Participation Schedule in an entity which he incorporated
14 for no other purpose than to induce plaintiff into making the loan.
15

16 **67.** As attorney for HPV and HPVG and in working closely with Stephen
17 Schweickert at the time HPV and HPVG were set up, Defendant was grossly negligent
18 in communicating the information in paragraphs 18 through 25 to plaintiff that he knew
19 or should have known was false. Plaintiff would not have otherwise entered into a
20 business relationship with HPVG or made a loan to HPV and relied to her detriment
21 upon his false information.

22 **68.** Plaintiff's reliance on defendant's negligent misrepresentations was
23 reasonable because defendant represented that he was Mr. Phillips attorney, was an
24 attorney in good ethical standing, had considerable legal expertise in prosecuting IP
25 issues, and held Mr. Phillips best interests at heart.
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- 1 8. For attorney's fees to the extent permitted by law or by contract;
- 2 9. For costs of suit; and
- 3 10. Such other and further relief as this Court deems just.

4
5 **DEMAND FOR JURY TRIAL**

6 Under Fed.R.Civ.P. 38(b), plaintiff demands jury trial of all issues raised by the
7 Complaint.

8
9 **DATED** this 17thth day of July , 2013

10
11 **LAW OFFICE OF REED YURCHAK**

12 By: 
13 REED YURCHAK, WSBA No. 37366
14 Attorney for Plaintiff

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VERIFICATION

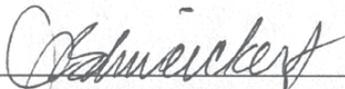
JENNIFER P. SCWEICKERT hereby declares as follows:

I am the Plaintiff named hereinabove. I have personal and testimonial knowledge of the facts set forth below and am competent to be a witness herein.

I have read the foregoing Complaint, know the contents thereof and believe the same to be true.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.

DATED this 17th day of July, 2013



JENNIFER P. SCHWEICKERT

EXHIBIT "A"

Promissory Note and Joint Participation Agreement

Borrower HUNTS POINT VENTURES, INC
3544 Hunts Point Rd
Hunts Point, WA 98004

(Hereinafter referred to as the "Borrower")

Lender Jennifer Schweickert
2045 11th Street
Santa Monica CA 90405

(Hereinafter referred to as the "Lender")

The Lender, Jennifer Schweickert, an Individual, agrees to lend Borrower, Hunts Point Ventures, Inc. a Washington corporation, total sum of Two Hundred Thousand Dollars (\$200,000) according to the schedule of payments as outlined in Exhibit A. Borrower agrees to pay simple interest at the annualized rate of 8%, as computed on the balance of funds from the date of receipt(s) of such funds, to Lender, with the first interest payment due and payable on December 31 computed on amounts outstanding at that date, with the exception that upon full repayment, the then accrued interest shall be paid concurrently with such final payment. Borrower hereby agrees to repay total monies received, including all accrued interest, no later than October 31, 2012, however Borrower may repay the note earlier, without penalty, and interest due thereunder shall be accrued and paid as simple non-compounding interest.

Place of Payment

Payment shall be made at the above stated address of the Lender or at such place as may be designated from time to time in writing by the Lender or holder of this Note. For ease of payment the Borrower may exercise the option to effect payment by direct deposit or electronic transfer of funds into the account of Lender as specified in writing.

Prepayment

The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to accrued interest and thereafter to the principal loan amount. Notwithstanding any such prepayment, the terms of the Joint Participation shall remain in full force and effect.

Transfer

The Lender may transfer this Note to another holder with thirty (30) days written notice to the Borrower and the Borrower agrees to remain bound to any subsequent holder of this Note under the terms of this Note.

Replacement of Note

The Borrower agrees to execute a new Note with the same terms and conditions and remaining value in the event that this Note is lost, stolen or mutilated. The Lender shall release the Borrower of all obligations under the lost, stolen or mutilated Note in lieu of a replacement new Note.

HPVG, LLC. Participation Agreement

The Borrower agrees that the Lender has been induced to enter this agreement with the understanding and stipulation that an 8% fully paid passive membership participation in that venture entity known as Hunts Point Venture Group, LLC. ("HPVG, LLC"), shall be granted without requirement for further equity contribution by the lender (see Exhibit B pro-forma Member Participation Schedule). Notwithstanding the granting of membership participation in HPVG, LLC. as reflected in Exhibit B, the underlying note herein, shall remain due and payable, under the terms set forth herein, with simple interest according to the schedule shown in Exhibit A.

Borrower's Waiver

The Borrower waives presentment for payment, notice of non-payment, off-set, protest and notice of protest and agrees to remain fully bound until this Note is paid in full.

Lender's Indulgence

No relaxation, indulgence, waiver, release or concession of any terms of this Note by the Lender on one occasion shall be binding unless in writing and if granted shall not be applicable to any other or future occasion.

Binding Effect

The terms of this Note shall be binding upon the Borrower's successors and shall accrue to the benefit and be enforceable by the Lender and his/her successors, legal representatives and assigns.

Jurisdiction

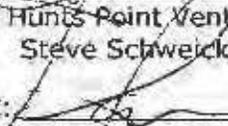
This Note shall be construed, interpreted and governed in accordance with the laws of the State of Washington and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

General

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Note.

Signed at The Woodlands, TX on this 21st day of April, 2011 .

By Borrower: 
Hunts Point Ventures, Inc.
Steve Schweickert, Its Chief Executive Officer

By HPVG, LLC: 
Hunts Point Venture Group, LLC.
Steve Schweickert, Its Managing Member

By Lender: _____
Jennifer Schweickert

EXHIBIT A
Loan Funding Schedule

Annualized Loan % 8%	HPVG, LLC participation 8%	Principal Loan Amount \$200,000
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EXAMPLE TABLE OF PAYMENTS UNDER TERMS OF NOTE WITHOUT PREPAYMENT			
Date	Payment Description	Amounts payable to:	
		Hunts Point Ventures, Inc Borrower	Jennifer Schweickert Lender/Finder
04/22/11	Principal Loan	\$200,000.00	
12/31/11	Interest Due 12/31/11		\$11,090.41
10/31/12	Interest Due 10/31/12		\$19,288.54
10/31/12	Principal Repayment		\$200,000.00
	Total Amount Paid	\$200,000.00	\$230,378.95

Note: Interest payments are computed based upon actual funding occurring as of the date shown.

EXHIBIT B
Proposed HPVG, LLC, Participation Schedule

PROPOSED HPVG, LLC, SHARE PARTICIPATION		
Members	Participation Role	Participation Share
Steve Schweickert	Active, Member, Manager	21%
Chad Rudkin	Active, Member	21%
Douglas Lower	Active, Member	21%
Mark Phillips	Passive, Member	21%
Joyce Schweickert	Passive, Member	8%
Jennifer Schweickert	Passive, Member	8%

**Wire Transfer Instructions
Hunts Point Ventures, Inc.**

Bank Name The Commerce Bank of Washington
601 Union Street, Suite 3600
Seattle, WA 98101, USA

Phone 206.292.3900
Fax 206.625.9457
Web www.tcbwa.com

ABA/Federal Reserve Routing Number:

125 008 013

Beneficiary Account Name/Account Number:

Hunts Point Ventures, Inc.

002 044 323

Beneficiary Account Holder Contact:

S. Schweickert
206.660.0829
steves1@mac.com

Promissory Note and Joint Participation Agreement

Borrower HUNTS POINT VENTURES, INC
3644 Hunts Point Rd
Hunts Point, WA 98004

(Hereinafter referred to as the "Borrower")

Lender Jennifer Schweickert
2045 11th Street
Santa Monica CA 90405

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The Lender, Jennifer Schweickert, an Individual, agrees to lend Borrower, Hunts Point Ventures, Inc, a Washington corporation, total sum of Two Hundred Thousand Dollars (\$200,000) according to the schedule of payments as outlined in Exhibit A. Borrower agrees to pay simple interest at the annualized rate of 8%, as computed on the balance of funds from the date of receipt(s) of such funds, to Lender, with the first interest payment due and payable on December 31 computed on amounts outstanding at that date, with the exception that upon full repayment, the then accrued interest shall be paid concurrently with such final payment. Borrower hereby agrees to repay total monies received, including all accrued interest, no later than October 31, 2012, however Borrower may repay the note earlier, without penalty, and interest due thereunder shall be accrued and paid as simple non-compounding interest.

Place of Payment

Payment shall be made at the above stated address of the Lender or at such place as may be designated from time to time in writing by the Lender or holder of this Note. For ease of payment the Borrower may exercise the option to effect payment by direct deposit or electronic transfer of funds into the account of Lender as specified in writing.

Prepayment

The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to accrued interest and thereafter to the principal loan amount. Notwithstanding any such prepayment, the terms of the Joint Participation shall remain in full force and effect.

Transfer

The Lender may transfer this Note to another holder with thirty (30) days written notice to the Borrower and the Borrower agrees to remain bound to any subsequent holder of this Note under the terms of this Note.

Replacement of Note

The Borrower agrees to execute a new Note with the same terms and conditions and remaining value in the event that this Note is lost, stolen or mutilated. The Lender shall release the Borrower of all obligations under the lost, stolen or mutilated Note in lieu of a replacement new Note.

HPVG, LLC. Participation Agreement

The Borrower agrees that the Lender has been induced to enter this agreement with the understanding and stipulation that an 8% fully paid passive membership participation in that venture entity known as Hunts Point Venture Group, LLC. ("HPVG, LLC"), shall be granted without requirement for further equity contribution by the lender (see Exhibit B pro-forma Member Participation Schedule). Notwithstanding the granting of membership participation in HPVG, LLC. as reflected in Exhibit B, the underlying note herein, shall remain due and payable, under the terms set forth herein, with simple interest according to the schedule shown in Exhibit A.

Borrower's Waiver

The Borrower waives presentment for payment, notice of non-payment, off-set, protest and notice of protest and agrees to remain fully bound until this Note is paid in full.

Lender's Indulgence

No relaxation, indulgence, waiver, release or concession of any terms of this Note by the Lender on one occasion shall be binding unless in writing and if granted shall not be applicable to any other or future occasion.

Binding Effect

The terms of this Note shall be binding upon the Borrower's successors and shall accrue to the benefit and be enforceable by the Lender and his/her successors, legal representatives and assigns.

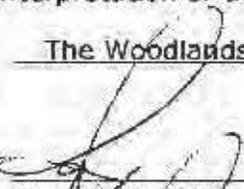
Jurisdiction

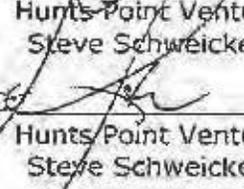
This Note shall be construed, interpreted and governed in accordance with the laws of the State of Washington and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

General

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Note.

Signed at The Woodlands, TX on this 21st day of April, 2011.

By Borrower: 
Hunts Point Ventures, Inc.
Steve Schweickert, Its Chief Executive Officer

By HPVG, LLC: 
Hunts Point Venture Group, LLC.
Steve Schweickert, Its Managing Member

By Lender: _____
Jennifer Schweickert

EXHIBIT A
Loan Funding Schedule

Annualized Loan % 8%	HPVG, LLC participation 8%	Principal Loan Amount \$200,000
-------------------------	-------------------------------	------------------------------------

EXAMPLE TABLE OF PAYMENTS UNDER TERMS OF NOTE WITHOUT PREPAYMENT			
Date	Payment Description	Amounts payable to:	
		Hunts Point Ventures, Inc Borrower	Jennifer Schweickert Lender/Finder
04/22/11	Principal Loan	\$200,000.00	
12/31/11	Interest Due 12/31/11		\$11,090.41
10/31/12	Interest Due 10/31/12		\$19,288.54
10/31/12	Principal Repayment		\$200,000.00
	Total Amount Paid	\$200,000.00	\$230,378.95

Note: Interest payments are computed based upon actual funding occurring as of the date shown.

EXHIBIT B
Proposed HPVG, LLC Participation Schedule

PROPOSED HPVG, LLC. SHARE PARTICIPATION		
Members	Participation Role	Participation Share
Steve Schweickert	Active, Member, Manager	21%
Chad Rudkin	Active, Member	21%
Douglas Lower	Active, Member	21%
Mark Phillips	Passive, Member	21%
Joyce Schweickert	Passive, Member	8%
Jennifer Schweickert	Passive, Member	8%

Promissory Note and Joint Participation Agreement

Borrower HUNTS POINT VENTURES, INC
3644 Hunts Point Rd
Hunts Point, WA 98004

(Hereinafter referred to as the "Borrower")

Lender Jennifer Schweickert
2045 11th Street
Santa Monica CA 90405

(Hereinafter referred to as the "Lender")

The Lender, Jennifer Schweickert, an Individual, agrees to lend Borrower, Hunts Point Ventures, Inc, a Washington corporation, total sum of One Hundred Thousand Dollars (\$100,000) according to the schedule of payments as outlined in Exhibit A. Borrower agrees to pay simple interest at the annualized rate of 8%, as computed on the balance of funds from the date of receipt(s) of such funds, to Lender, with the first interest payment due and payable on December 31 computed on amounts outstanding at that date, with the exception that upon full repayment, the then accrued interest shall be paid concurrently with such final payment. Borrower hereby agrees to repay total monies received, including all accrued interest, no later than October 31, 2012, however Borrower may repay the note earlier, without penalty, and interest due thereunder shall be accrued and paid as simple non-compounding interest.

Place of Payment

Payment shall be made at the above stated address of the Lender or at such place as may be designated from time to time in writing by the Lender or holder of this Note. For ease of payment the Borrower may exercise the option to effect payment by direct deposit or electronic transfer of funds into the account of Lender as specified in writing.

Prepayment

The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to accrued interest and thereafter to the principal loan amount. Notwithstanding any such prepayment, the terms of the Joint Participation shall remain in full force and effect.

Transfer

The Lender may transfer this Note to another holder with thirty (30) days written notice to the Borrower and the Borrower agrees to remain bound to any subsequent holder of this Note under the terms of this Note.

Replacement of Note

The Borrower agrees to execute a new Note with the same terms and conditions and remaining value in the event that this Note is lost, stolen or mutilated. The Lender shall release the Borrower of all obligations under the lost, stolen or mutilated Note in lieu of a replacement new Note.

HPVG, LLC. Participation Agreement

The Borrower agrees that the Lender has been induced to enter this agreement with the understanding and stipulation that an 8% fully paid passive membership participation in that venture entity known as Hunts Point Venture Group, LLC. ("HPVG, LLC"), shall be granted without requirement for further equity contribution by the lender (see Exhibit B pro-forma Member Participation Schedule). Notwithstanding the granting of membership participation in HPVG, LLC. as reflected in Exhibit B, the underlying note herein, shall remain due and payable, under the terms set forth herein, with simple interest according to the schedule shown in Exhibit A.

Borrower's Waiver

The Borrower waives presentment for payment, notice of non-payment, off-set, protest and notice of protest and agrees to remain fully bound until this Note is paid in full.

Lender's Indulgence

No relaxation, indulgence, waiver, release or concession of any terms of this Note by the Lender on one occasion shall be binding unless in writing and if granted shall not be applicable to any other or future occasion.

Binding Effect

The terms of this Note shall be binding upon the Borrower's successors and shall accrue to the benefit and be enforceable by the Lender and his/her successors, legal representatives and assigns.

Jurisdiction

This Note shall be construed, interpreted and governed in accordance with the laws of the State of Washington and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

General

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Note.

Signed at The Woodlands, TX on this 21st day of April, 2011.

By Borrower:



Hunts Point Ventures, Inc.
Steve Schweickert, Its Chief Executive Officer

By HPVG, LLC:



Hunts Point Venture Group, LLC.
Steve Schweickert, Its Managing Member

By Lender:

Jennifer Schweickert

EXHIBIT A
Loan Funding Schedule

Annualized Loan % 8%	HPVG, LLC participation 8%	Principal Loan Amount \$200,000
-------------------------	-------------------------------	------------------------------------

EXAMPLE TABLE OF PAYMENTS UNDER TERMS OF NOTE WITHOUT PREPAYMENT			
Date	Payment Description	Amounts payable to:	
		Hunts Point Ventures, Inc Borrower	Jennifer Schweickert Lender/Finder
04/22/11	Principal Loan	\$100,000.00	
12/31/11	Interest Due 12/31/11		\$5,545.20
10/31/12	Interest Due 10/31/12		\$9,644.27
10/31/12	Principal Repayment		\$100,000.00
	Total Amount Paid	\$100,000.00	\$115,189.47

Note: Interest payments are computed based upon actual funding occurring as of the date shown.

EXHIBIT B
Proposed HPVG, LLC. Participation Schedule

PROPOSED HPVG, LLC. SHARE PARTICIPATION		
Members	Participation Role	Participation Share
Steve Schweickert	Active, Member, Manager	21%
Chad Rudkin	Active, Member	21%
Douglas Lower	Active, Member	21%
Mark Phillips	Passive, Member	21%
Joyce Schweickert	Passive, Member	12%
Jennifer Schweickert	Passive, Member	4%

Promissory Note and Joint Participation Agreement

Borrower HUNTS POINT VENTURES, INC
3644 Hunts Point Rd
Hunts Point, WA 98004

(Hereinafter referred to as the "Borrower")

Lender Jennifer Schweickert
2045 11th Street
Santa Monica CA 90405

(Hereinafter referred to as the "Lender")

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Place of Payment

Payment shall be made at the above stated address of the Lender or at such place as may be designated from time to time in writing by the Lender or holder of this Note. For ease of payment the Borrower may exercise the option to effect payment by direct deposit or electronic transfer of funds into the account of Lender as specified in writing.

Prepayment

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Replacement of Note

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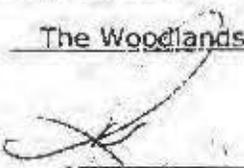
Jurisdiction

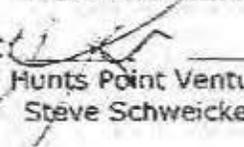
This Note shall be construed, interpreted and governed in accordance with the laws of the State of Washington and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

General

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Note.

Signed at The Woodlands, TX on this 21st day of April, 2011.

By Borrower:  _____
Hunts Point Ventures, Inc.
Steve Schweickert, Its Chief Executive Officer

By HPVG, LLC:  _____
Hunts Point Venture Group, LLC.
Steve Schweickert, Its Managing Member

By Lender: _____
Jennifer Schweickert

EXHIBIT A
Loan Funding Schedule

Annualized Loan % 8%	HPVG, LLC participation 8%	Principal Loan Amount \$200,000
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EXAMPLE TABLE OF PAYMENTS UNDER TERMS OF NOTE WITHOUT PREPAYMENT			
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Chad Rudkin	Active, Member	21%
Douglas Lower	Active, Member	21%
Mark Phillips	Passive, Member	21%
Joyce Schweickert	Passive, Member	12%
Jennifer Schweickert	Passive, Member	4%

**Wire Transfer Instructions
Hunts Point Ventures, Inc.**

Bank Name The Commerce Bank of Washington
601 Union Street, Suite 3600
Seattle, WA 98101, USA

Phone 206.292.3900
Fax 206.625.9457
Web www.tcbwa.com

ABA/Federal Reserve Routing Number:

125 008 013

Beneficiary Account Name/Account Number:

Hunts Point Ventures, Inc.
002 044 323

Beneficiary Account Holder Contact:

S. Schweickert
206.660.0829
steves1@mac.com

EXHIBIT "B"

Jennifer Schweickert
2045 11th Street
Santa Monica, CA 90405

January 25, 2013

Chad and Elizabeth Rudkin
11415 178th Ave. Court East
Bonney Lake, WA 98391

John Du Wors, Esq.
NEWMAN and DU WORS
NEWMAN LTD CORPORATE SERVICES
1201 Third Avenue, Suite 1600
Seattle, WA 98101

Re: RCW 23B.16.010(5), 23B.16.020(1), and RCW 23B.16.20(2) Demand for Inspection, Copying, of Corporate Records of Hunts Point Ventures, Inc (UBI No. 603013173), Hunts Point Ventures Group, LLC (UBI No. 603090571), and Hunts Point Intellectual Property, LLC. (UBI No. UNKNOWN)

Dear Messrs. Rudkin and Du Wors, and Mrs. Rudkin:

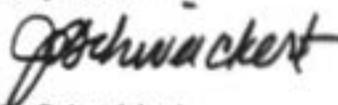
This letter serves as Notice that on February 11, 2013, Jennifer Schweickert and or her representatives will arrive at the Offices of Newman and Du Wors to inspect the corporate records of the aforementioned companies.

RCW 23B.16.010(5) and 23B.16.020(1) gives a shareholder the right to inspect and copy, upon proper notice, and regardless of purpose, among other things, the following: (a) Articles; (b) Bylaws; (c) shareholder meeting minutes and written consents; (d) financial statements for the past 3 years; (e) communications to shareholders.

In addition, RCW 23B.16.20(2) also entitles a shareholder to inspect and copy upon proper notice, and for a proper purpose stated with particularity in the demand, the following: (a) Board minutes and written consents; (b) Accounting records; (c) Record of shareholders.

Expect that all of the aforementioned documents will be required to be presented and that this letter serves as Notice that the purpose is for ascertaining information related to my personal accounting and potential U.S. tax reporting requirements, but not limited to the copying of all the aforementioned corporate governance documents for investigation of corporate misconduct of the executives, officers, and counsel.

Very Truly Yours,



Jennifer Schweickert

CC:

James Smith, SMITH & HENNESSEY
Mark Phillips, HPV Board Member, HPVG Board Member, HPV Executive Vice President and Chief Technology Officer

Hunts Point Ventures, Inc; Hunts Point Ventures Group, LLC; and Hunts Point Intellectual Property, LLC Demand File

Jennifer Schweickert
2045 11th Street
Santa Monica, CA 90405

February 4, 2013

Chad and Elizabeth Rudkin
11415 178th Ave. Court East
Bonney Lake, WA 98391

John Du Wors, Esq.
NEWMAN and DU WORS
1201 Third Avenue, Suite 1600
Seattle, WA 98101

Re: Demand for Repayment of Promissory Note
Agreement Dated April 21, 2011

Dear Messrs. Rudkin and Du Wors, and Mrs. Rudkin:

This letter is to serve as a formal demand for repayment of the loan amount on the Promissory Note dated April 21, 2011 in the amount of \$230,378.95 (two hundred thirty thousand, three hundred seventy-eight dollars and ninety-five cents) plus 12% annual interest to date. In addition, I am requesting the immediate delivery of the shares of Hunts Point Venture Group, LLC (hereinafter "HPVG") which were a part of the above agreement; or in the alternative, shares in Hunts Point Ventures, LLC (hereinafter "HPV"); if that is the only valid corporate entity that is concerned with the matters contained in the above agreement.

Summary of Facts

In April of 2011, I reached an agreement with all of you regarding my investment in a company known as HPV. You are all well aware that my interest in investing in HPV was solely due to my support of Mark Phillips, and my belief that Mr. Phillips would be able to produce substantial revenue over time and that his intellectual property was very valuable. I did not invest in HPV because I believed in the corporate abilities of you, the Rudkins, nor because of the legal acumen of you, Mr. Du Wors. For these reasons, I was assured that Mr. Phillips would not only be an owner of HPV, but would be a director and officer of the corporation. In addition, it was represented that other investment vehicles would be set up, namely, HPVG, and that I would be a shareholder in that corporation along with Mr. Phillips and that HPV would not only protect my investment but also assure my repayment.

We entered into a written agreement on April 21, 2011. On April 26, 2011, I wired \$200,000.00 (two hundred thousand dollars) to HPV based on the representations made to me by all of you, and to fulfill my obligations under the contract. I have received nothing in return: no acknowledgement, no stock, no consideration. More importantly, the promissory note is now past due and I have received no money.

I have never received any stock in HPVG. Thus, I can reach no other conclusion than that all of you conspired to defraud me from my money and made significant material misrepresentations to induce me to do so. You sold me a promise in shares in a shell corporation - snake oil. I have also discovered that Mr. Phillips is no longer an owner, director or manager of any of the HPV entities. I am stunned, but given the turn of events, am sadly not surprised. During a conference call with you, Mr. Du Wors, and Mr. Schweickert, shortly before my investment, you, Mr. Du Wors, made clear to me that "I understood" that in fact the entirety of my investment was going to be appropriated for **your** personal benefit by claiming it as Mr. Phillip's past owed legal fees.

In another conference call with Mr. Rudkin, he admitted he was "ill-equipped" to run or manage HPV as either a shareholder or officer and it appears that HPV has not been properly governed since its inception. Mr. Rudkin further admitted to me that the *DigiCor* litigation settlement of \$120,000.00 (one hundred twenty thousand dollars) went almost entirely into your personal account, and that HPV had "no money." Your only response to me during that call was that I was a "smart girl." Indeed, Mr. Du Wors, I

Mr. and Mr. Rudkin
Mr. Du Wors
January 5, 2013
Page | 2

am a smart girl and will not stand for your patronizing attitude or having used HPV as your personal piggy bank.

In short, I agreed to invest in a shell company based upon representations made to me by all of you. It appears that you never had any intention of issuing shares of HPVG, or keeping Mr. Phillips as a shareholder, director or officer. I can only conclude that all of you made these material misrepresentations of fact so I would "invest," or more accurately, just send you money. To me, that sounds like fraud. It is time to resolve these matters, and fulfill your obligations to me under the written agreement.

Demand

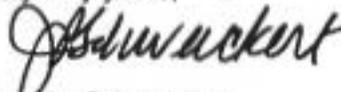
In an effort to quickly and informally resolve these matters, I demand the following actions be taken by you immediately:

1. Repayment of the \$230,378,95 Promissory Note due October 31, 2012 + interest (since nearly all the assets of HPV have been taken by you, Mr. Du Wors, and since I know the Rudkins have limited assets and appear to merely be your patsies, I look to you, Mr. Du Wors, for repayment);
2. The immediate resignation of all of you from HPV;
3. Transfer of all stock of HPV into the names of Mark Phillips, Jennifer Schweickert, and/or our designees;
4. A full accounting of all HPV assets and liabilities, including but not limited to P/L statements, statement of accounts, and other corporate documents.

I do hope this matter can be resolved informally and without me seeking either professional legal assistance or enlisting the help of the Bar Association. However, in spite of your egregious bad faith and professional misconduct, I am willing to give you this time to consider my offer to make things right and amend for your wrong-doing. In the event you chose to disregard me, I will take all necessary steps to protect my interests.

I will await your response within the next 5 days.

Very truly yours,



Jennifer Schweickert

CC:
James Smith, SMITH & HENNESSEY
Mark Phillips, HPV Board Member, HPVG Board Member, HPV Executive Vice President and Chief Technology Officer

Schweickert Demand Letter File

EXHIBIT "C"



Getting real

JENNIFER SCHWEICKERT <jps214@mac.com>

Thu, Apr 4, 2013 at 10:03 PM

Jennifer Schweickert
Miasmom@me.com
Cell: (310) 773-6967

Begin forwarded message:

From: JENNIFER SCHWEICKERT <jps214@mac.com>
Subject: Getting real
Date: February 11, 2013 11:21:31 AM PST
To: John Du Wors <John@newmanlaw.com>
Cc: "chadrudkin@hotmail.com" <chadrudkin@hotmail.com>, Elizabeth Rudkin <elizabethrudkin@mac.com>, Mark Phillips Phillips <mark.phillips@gmail.com>, "James A. Smith Jr." <jas@smithhennessey.com>

Dear Mr. Du Wors:

I am disappointed by the paucity of your response; as if you don't take my letter seriously. Please send an appropriate response to my questions.

I am confused by your use of the pronoun, "we." For whom are you speaking? Yourself and HPV? Mr. Rudkin and Mr. Schweickert? You failed to address my demand for repayment of the \$200,000 loan to HPV, limiting your brief response to a question of whether I had a copy of the document that awarded me shares in HPV. Of course I have the documents, shouldn't you? Are you and HPV denying the loan and your failure to meet your obligations under the agreement? Are you unaware of HPV's obligations to me? I think not. I find it hard to believe that Mr. Rudkin, HPV and you are not concerned that the loan has not been repaid, and that you have failed to provide me with shares in HPV. Did you inquire HPV's officers and records before responding? Your brief response indicates you did not, and therefore do not take my demand letter seriously, and are wasting my time with innocuous questions, causing more trouble for your clients.

Please forward a complete response to my demand letter. If you and HPV truly lack a copy of the agreements we signed, I will supply you with copies. As it stands, your response reflects dangerously flawed management of HPV and your responsibilities as its counsel; and now seems to demean me along with my claims. Additionally, I am no longer optimistic that we can resolve these issues informally.

Please advise if you are authorized to accept service of process on behalf of HPV and Mr. Rudkin.

Jennifer Schweickert
Jps214@me.com
Cell: (310) 773-6967

Ms. Schweickert,

Thank you for re-sending your email. But you have not sent the agreement that provides for your ownership interest in HPV. Would you please send a signed copy of that agreement so that we can determine your ownership interest HPV?

Thanks,

John Du Wors

From: JENNIFER SCHWEICKERT [mailto:jps214@mac.com]
Sent: Friday, February 08, 2013 8:50 PM
To: John Du Wors; chadrudkin@hotmail.com; Elizabeth Rudkin
Cc: Mark Phillips Phillips; James A. Smith Jr.
Subject: Resend of 2/1/13 attachment.

Mr. Du Wors,

It strikes me as impossible that you, Chad, and Elizabeth did not receive the last letter. However, here it is attached. Please confirm that you received it. I expect a solution on Wednesday. I would highly recommend you consult with members of HPV for what promises they have made to me and to others, as my tolerance for your feigned ignorance has worn thin. I find it revealing that Chad and Elizabeth Rudkin have not contacted me.

Jennifer Schweickert
jps214@mac.com
Cell: (310) 773-6967

On Feb 8, 2013, at 8:21 PM, John Du Wors <John@newmanlaw.com> wrote:

Ms. Schweickert,

Additionally, we did not receive your letter from Monday. Would you be so kind as to re-send?

Thanks,

John Du Wors

From: Jennifer Schweickert [mailto:jps214@mac.com]
Sent: Friday, February 08, 2013 6:30 PM
To: John Du Wors; chadrudkin@hotmail.com; Elizabeth Rudkin
Cc: Mark Phillips Phillips; James A. Smith Jr.
Subject: Following up...

Chad, Elizabeth, and John,

I'm disappointed to have not received any kind of response to my letter from Monday. As the largest single investor in Hunts Point, this is unacceptable. I would have appreciated notice that you do not intend to resolve this informally, but will interpret your silence as your choice to escalate this to a legal process. I'm sad that it has come to this. Are we not friends?

Jennifer Schweickert
Miasmom@me.com
Cell: (310) 773-6967

Jennifer Schweickert
Miasmom@me.com
Cell: (310) 773-6967

Begin forwarded message:

From: Jennifer Schweickert <jps214@mac.com>
Subject: Important - see attachment
Date: February 1, 2013 9:07:44 AM PST
To: chadrudkin@hotmail.com, Elizabeth Rudkin <elizabethrudkin@mac.com>, John Du Wors <duwors@newmanlaw.com>
Cc: Mark Phillips Phillips <mark.phillips@gmail.com>, "James A. Smith, Jr." <jas@smithhennessey.com>

Chad and Elizabeth,

Please see the attached letter. This is a time sensitive matter. I'll be awaiting your response.

Thank you,
Jennifer Schweickert

EXHIBIT "D"

Hunts Point Ventures, Inc.
General Ledger

3:59 PM
10/17/12
Accrual Basis

		All Transactions		
		Date	Name	Type
3000 - Equity				
3010 - Steve Schweickert				
	Deposit	03/12/2010	Steve Schweickert	
	Check	02/03/2012	Steve Schweickert	
	Check	03/13/2012	Newman & DuWors	
	Check	03/19/2012	Newman & DuWors	
	Check	04/03/2012	Mair & Camiel, P.S.	
	Check	04/18/2012	Newman & DuWors	
	Check	05/22/2012	Newman & DuWors	
Total 3010 - Steve Schweickert				
3020 - Joyce Schweickert				
	Deposit	04/07/2010	Joyce Schweickert	
	Deposit	05/06/2010	Joyce Schweickert	
Total 3020 - Joyce Schweickert				
3030 - Sandy Hoover				
	Deposit	10/15/2010	Sandy Hoover	
Total 3030 - Sandy Hoover				
3040 - Jennifer Schweickert				
	Deposit	04/29/2011	Jennifer Schweickert	
Total 3040 - Jennifer Schweickert				
3000 - Equity - Other				
Total 3000 - Equity - Other				
Total 3000 - Equity				

Hunts Point Ventures, Inc.
General Ledger
 All Transactions

3:59 PM
 10/17/12
 Accrual Basis

Memo

3000 - Equity	
3010 - Steve Schweickert	
	Steve's Investment to HPV
	January and February Draw
	Payment to Reduce Steve's Capital Account: "This Funds check to HPV for Partial Payment of Settl...
	Payment to Reduce Steve's Capital Account: Invoice re: City of Kirkland v Schweickert Fees assoc...
Total 3010 - Steve Schweickert	
3020 - Joyce Schweickert	
	Joyce's Initial Investment (1st Part of \$200K)
	Initial Investment (Part 2 of 2)
Total 3020 - Joyce Schweickert	
3030 - Sandy Hoover	
	Investment
Total 3030 - Sandy Hoover	
3040 - Jennifer Schweickert	
	"Angel Investor" Investment
Total 3040 - Jennifer Schweickert	
3000 - Equity - Other	
	Total 3000 - Equity - Other
Total 3000 - Equity	

Hunts Point Ventures, Inc.
General Ledger

3:59 PM
10/17/12
Accrual Basis

	Split	All Transactions	Debit	Credit	Balance
3000 - Equity					
3010 - Steve Schweickert					
	1030 - Corner Office - Steve Account			30,000.00	-30,000.00
	1000 - The Commerce Bank Checking	4,000.00			-26,000.00
	1020 - IOLTA Trust Account	35.00			-25,965.00
	1020 - IOLTA Trust Account	5,000.00			-20,965.00
	1020 - IOLTA Trust Account	8,500.00			-12,465.00
	1020 - IOLTA Trust Account	611.98			-11,853.02
	1020 - IOLTA Trust Account	2,457.00			-9,396.02
	Total 3010 - Steve Schweickert	20,603.98		30,000.00	-9,396.02
3020 - Joyce Schweickert					
	1030 - Corner Office - Steve Account			20,000.00	-20,000.00
	1000 - The Commerce Bank Checking			180,000.00	-200,000.00
	Total 3020 - Joyce Schweickert	0.00		200,000.00	-200,000.00
3030 - Sandy Hoover					
	1000 - The Commerce Bank Checking			100,000.00	-100,000.00
	Total 3030 - Sandy Hoover	0.00		100,000.00	-100,000.00
3040 - Jennifer Schweickert					
	1000 - The Commerce Bank Checking			200,000.00	-200,000.00
	Total 3040 - Jennifer Schweickert	0.00		200,000.00	-200,000.00
3000 - Equity - Other					
	Total 3000 - Equity - Other				0.00
Total 3000 - Equity		20,603.98		530,000.00	-509,396.02

EXHIBIT "E"

Notice of Annual Meeting of Shareholders
OF
Hunts Point Ventures, Inc.

Pursuant to the By-Laws of the Corporation, and annual meeting of the Shareholders of Hunts Point Ventures, Inc, a Washington corporation is called for the 27th day of August, 2012, at 2:00 PM to be held at the following address:

Newman Du Wors, LLP
1201 Third Ave Suite 1600
Seattle, WA 98191

The purpose of the meeting is to conduct both annual and special business of the shareholders of the corporation, including:

- (1) Election of Directors
- (2) Reporting on corporate finance and status of outstanding litigation
- (3) Discussion of the debt and/or equity interests of Joyce Schweickert, Jennifer Schweickert and Sandy Hoover
- (4) Discussion of Mark Phillips' approaching date of release from federal prison
- (5) Discussion of Joyce Schweickert's Subpoena Duces Tecum to Hunts Point Ventures' law firm, Newman Du Wors, LLP

Although the legal status of their debt and/or equity interests are or may be unsettled, Joyce Schweickert, Jennifer Schweickert and Sandy Hoover are invited to attend and participate in the Shareholder Meeting, along with legal counsel of their choice if desired. Any shareholder wishing to proxy the voting of their shares to another attendee must provide Newman Du Wors, LLP with notice of that proxy at least three (3) business days prior to the Shareholder Meeting.

This notice is given on this the 6th day of August 2012, by the Secretary of the Corporation at the direction of the Board Of Directors, by mailing a true and correct copy of this Notice to the address of each shareholder on the records of the Corporation at least 10 days prior to such meeting.

/s/ Elizabeth Rudkin
Elizabeth Rudkin, Secretary
Hunts Point Ventures, Inc.

Hunts Point Ventures, Inc.
Notice of Annual Shareholders Meeting

EXHIBIT "F"

From: John Du Wors <John@newmanlaw.com>
Subject: HPV Patent litigation
Date: April 10, 2011 11:43:07 AM PDT
To: "steves1@mac.com" <steves1@mac.com>



Dear Steve,

The purpose of this email is to outline our strategy in monetizing the buffering and playlist patents Hunts Point Ventures purchased from Mark Phillips. Our strategy is to replicate the experience we have had enforcing a patent for another client, Essociate, over the past year and a half. Essociate holds a patent for certain internet marketing technology that, like the buffering and playlist patents, became the technological norm for every participant in the industry. We have obtained settlements for Essociate over the last 18 months totaling approximately \$1,500,000.

The key to our success in the Essociate litigation has been keeping our settlement demands lower than the amount a defendant would likely spend litigating a patent through trial. All of the Essociate defendants have paid a settlement between \$75,000 and \$250,000, except one very large defendant which paid us \$550,000. The average cost of defending a patent infringement case through discovery is \$300,000; through claim construction is \$500; and through trial is \$800,000. The Essociate defendants settled irrespective of whether they thought they could win on the issue of infringement or patent validity, simply because it was economically efficient to do so.

HPV's buffering and playlist patents appear to cover all portable video and audio players distributed until 2009, and some distributed after. On Monday, we will file an action for infringement of the buffering and playlist patents against Digecore, which distributes the portable media players offered to customers on most commercial airlines. We will file our action in the Western District of Wisconsin, which has the fastest patent docket in the country, with cases going to trial typically within nine months of filing. We believe the incredible pace toward trial will cause Digecore to settle in the \$250,000 range within a few short months of filing.

Shortly thereafter, we will file another action in the Eastern District of Texas, naming five separate defendants. These defendants will be distributors of the lower priced portable digital media players in Walmart, Target and Radio Shack. The Eastern district of Texas is the most patent-plaintiff-friendly venue in the country, and although it does not bring cases to trial as quickly as the Western District of Wisconsin, it is known for issuing the highest patent infringement awards in the country. The overall purpose of this strategy is to bring an immediate cash infusion to HPV to provide a return to the HPV investors who facilitated HPV's acquisition of the buffering and play list patents, followed by a steady stream of seed income in the low seven figure range over the following 12 months.

The one risk to be aware of is the possibility of reexamination of the buffering and playlist patents. Reexamination is a proceeding whereby the United States Patent and Trademark Office reviews a patent at the request of a defendant who submits prior art they claim anticipates (and therefore invalidates) the patent being reexamined. Some courts will stay a lawsuit pending a reexamination proceeding, however this is statistically less likely in the Western District of Wisconsin and the Eastern District of Texas. The cost of a good reexamination petition is \$100,000, and the best way to avoid one is to settle for \$150,000 when one is threatened.

We anticipate having selected our 5 Eastern District of Texas defendants within the next 14 days, and filing shortly thereafter. Please let me know if you have any other questions.

Very truly yours,

John Du Wors

EXHIBIT “K”

United States District Court

WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JENNIFER P. SCHWEICKERT,

Plaintiff,

v.

HUNTS POINT VENTURES, INC; HUNTS POINT
VENTURE GROUP, LLC; CHAD and ELIZABETH
RUDKIN, and their marital community comprised thereof;
JOHN DU WORS and AMBER DU WORS, and their
marital community comprised thereof; and DOES 1-4;

Defendants.

JUDGMENT IN A CIVIL CASE

Case No. C13-675 RSM

 Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

 X **Decision by Court.** This action came to consideration before the Court. The issues have been considered and a decision has been rendered.

THE COURT HAS ORDERED THAT: default judgment shall be entered against Defendants Hunts Point Ventures, Inc. and Hunts Point Ventures Group, Inc. as follows:

Against Hunts Point Ventures, Inc., Plaintiff is awarded the principal amount of \$200,000.00 plus simple interest at the annualized rate of 8% calculated to total \$60,000.00 as of the date of this Order.

Dated this 12th day of March 2015.

WILLIAM M. MCCOOL
Clerk

/s/ Rhonda Stiles
Deputy Clerk

EXHIBIT "L"



Timothy W. Dore
U.S. Bankruptcy Court
(Dated as of Entered on Docket date above)

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TIMOTHY W. DORE
United States Bankruptcy Judge
700 Stewart Street, Room 8106
Seattle, WA 98101
(206) 370-5300

Chapter 7

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:

Mark E Phillips,

Debtor.

Case No. 14-18440-TWD

**ORDER GRANTING TRUSTEE’S MOTION TO
SETTLE THE DU WORS LITIGATION**

THIS MATTER came before the Court on the Trustee’s motion to settle the Du Wors litigation [Docket No. 43] (“Motion”). The Court has reviewed and considered the Motion, all evidence submitted in support of and in opposition to the Motion, the records and files in this case and the oral argument held on June 26, 2015. At the conclusion of the hearing on the Motion, the Court gave an oral ruling,

1 which constitutes the Court's findings of fact and conclusions of law pursuant to Federal Rule of
2 Bankruptcy Procedure 7052 and Federal Rule of Civil Procedure 52(a).

3 Now, therefore, it is hereby ORDERED that the Trustee may settle the Debtor's claims in Mark
4 Phillips v. John Du Wors, et al, King County Superior Court Case No. 14-2-03111-4 in exchange for a
5 \$75,000 payment from the defendants, provided that the IRS secured claim is limited to \$35,607 or a
6 similar amount.

7 */// End of Order ///*