

EXHIBIT “A”

Submitted at 11/1/2015 7:11:23 PM. You may print this screen for your records. You will receive an email confirmation at the email address you provided. Mail any additional information with your grievance file number to our office address or send it to the email address caa@wsba.org. You will receive an email confirmation at the email address you provided. Confirmation number: 201511010004

GRIEVANCE AGAINST A LAWYER



Office of Disciplinary Counsel
Washington State Bar Association
1325 Fourth Avenue, Suite 600
Seattle, WA 98101-2539

GENERAL INSTRUCTIONS

- Read our information sheet [Lawyer Discipline in Washington](#) before you complete this form, particularly the section about consent to disclosure of your grievance to the lawyer.
- If you have a disability or need assistance with filing a grievance, call us at (206) 727-8207. We will take reasonable steps to accommodate you.
- Please note that this form is only for new grievances. *If you have already filed a grievance, do not use this form to send us additional information.* Mail any additional information to the address above.
- If you provide an email address, you will receive a confirmation email upon submitting your grievance. *We will communicate with you by letter after we review your grievance.*

INFORMATION ABOUT YOU

Schweickert, Jennifer

Last Name, First Name, Middle Initial

c/o Mark Kimball, Law Office of Kimball

Address

777 108th Ave NE, #2000

Address Line 2

Bellevue, WA 98004

City, State, and Zip Code

United States

Country

2066079415

Phone Number

Alternate Phone Number

jps214@mac.com

Email Address

INFORMATION ABOUT THE LAWYER

Du Wors, John David

Last Name, First Name

2101 Fourth Avenue

Address

Suite 1500

Address Line 2

Seattle, WA 98121

City, State, and Zip Code

United States

Country

2062742800

Phone Number

Bar Number (if known)

INFORMATION ABOUT YOUR GRIEVANCE

Describe **your** relationship to the lawyer who is the subject of your grievance:

Other: I purchased a previous client's assets.

Is there a court case related to your grievance?

No

If yes, what is the case name and file number?

Explain your grievance in **your own words**. Give all important dates, times, places, and court file numbers. You may attach additional materials by using the file upload feature below.

Six months ago, I purchased the assets of a company called Hunts Point Ventures, Inc. (HPV) of which John Du Wors was their attorney. Mr. Du Wors was sued by virtually every 3rd parties related to HPV, and is currently being sued by HPV through the receiver. The asset purchase was through a general court appointed receiver and approved by the court. Upon approval from the court, my attorneys Mark Kimball and Brandon Wayman e-mailed and sent letters to Mr. Du Wors, his attorneys, and Newman & Du Wors for them to turn over a hard copy and electronically stored files relating to his (and a half dozen other attorney's) representation of HPV of which hundreds of thousands of dollars were billed, and questionably extracted from the company.

The receiver has additionally signed a waiver for the release of the HPV files to me; there is no ambiguity that I am the rightful and current owner of these files and have the right to request and receive the files. Mr. Du Wors has refused to respond to our requests for HPV's files and property - even after an offering to provide a hard drive, we would also accept a link through box.com or any other suggestion of a cloud based solution.

However, Mr. Du Wors has failed to return the client materials back to its owner - me. It has been six months. I was advised to file a complaint with the WA bar association regarding Du Wors' conduct - refusal to return client materials.

I am concerned that Mr. Du Wors will play some unprofessional tactic like provide me with low resolution JPEGs of each of the files, or worse, do something illegal: destroy his records including e-mails, and files, including working documents like Word, Excel, Powerpoint and or other editable files and provide unintelligible single image files jumbled in a meaningless hierarchy of folders and not provide the files as they are normally maintained on the servers of Newman and Du Wors or on Box.com. This is the tactic that he played with discovery and had to be ordered and was compelled to produce discovery over again.

I am also fearful of my address being disclosed to Mr. Du Wors, as he has a history of violence against women, his wife and his daughter. It would make me feel safer if we could send correspondence through Mr. Kimball's office, I have used Mr. Kimball's address above, if the Bar need my personal address I can provide that upon request.

It is clear from the past 3 years of litigation by HPV and all of Du Wors' past clients that he intends to make every request and effort of those involved investing in HPV to move on as expensive and obstructive as possible. There is no litigation regarding this matter between me and Du Wors and the return of a former client files (HPV) to me, the new owner.

It is my hope that the WA Bar would open this matter and investigate it independent of the many open or pending claims against Du Wors (through the Bar and through the Courts), in order to expedite the inquiry into Mr. Du Wors' behavior and breach of the professional rules of conduct regarding returning of client files. This matter is simple. And ensure that Du Wors or his office does not delete, alter, or otherwise tamper with the working files which they performed on behalf of HPV. And finally, to have the entire work product by Du Wors' office, for which he claims that he solely worked for HPV and its interests, to be turned over to me, its owner, in its entirety with the oversight of the bar. This includes the final PDF documents files with the various courts, working files, in the working directories, and the mails in Outlook's native format PST.

If the bar would like the order authorizing the sale of assets to me, the receiver's waiver, or any other correspondence between Mr. Kimball's office and Mr. Du Wors, then please feel free to contact Mr. Mark Kimball or Mr. Brandon Wayman and I will authorize any effort to provide these documents to your offices in a timely matter.

Thank you for your attention to this matter.

Attached Files:

AFFIRMATION

☒ I affirm that the information I am providing is true and accurate to the best of my knowledge. I have read [Lawyer Discipline in](#)

[Washington](#) and I understand that all information that I submit can be disclosed to the lawyer.

EXHIBIT “B”

SENT VIA MESSENGER AND EMAIL

December 7, 2015

Felice Congalton
Associate Director
Office of Disciplinary Counsel
Washington State Bar Association
1325 Fourth Avenue, Suite 600
Seattle, WA 98101-2539
Email: caa@wsba.org

Re: OCD File No. 15-01950

I. Introduction

The purpose of this letter is to respond to the bar grievance (the "Grievance")¹ of grievant Jennifer Schweickert ("Grievant") on behalf of respondent John Du Wors ("Respondent")². In the Grievance, Grievant Schweickert alleges that she purchased two patents (the "Patents") previously owned by a corporation called Hunts Point Ventures, Inc. Years ago, Respondent represented Hunts Point Ventures, Inc. in prosecuting claims for infringement of the Patents; Respondent has never represented Grievant Schweickert. Grievant Schweickert alleges in the Grievance that following her purchase of the Patents from Hunts Point Ventures, Grievant demanded the production of Hunts Point Ventures' litigation client files (the "Files") from Respondent's law firm, Newman Du Wors, LLP, and that Respondent refused to produce them. These allegations apparently constitute the sole bases for Grievant Schweickert's Grievance.

As discussed more fully below, Respondent answers Grievant Schweickert's Grievance allegations as follows:

- 1) Although Grievant Schweickert did purchase the Patents from the receivership estate of Hunts Point Ventures, the King County Superior Court receivership order approving the sale (the "Order"), a copy of which is attached as Exhibit B, does not say that Grievant Schweickert acquired any entitlement to Hunts Point Ventures' litigation Files, or to its standing as a former client of Respondent to demand those files – rather, the Order reveals that Grievant Schweickert only purchased the Patents from Hunts Point Ventures;

¹ A copy of the Grievance is attached as Exhibit A.

² As reflected on the date-received stamp on Exhibit A, Respondent received the Grievance on November 6th, 2015, although it is dated November 4th, 2015. The Grievance notice advises Respondent to provide a response to the Grievance within thirty (30) days, which would be November 6, assuming the thirty (30) day period is measured from the date of receipt. November 6, 2015 was a Sunday, and so Respondent is submitting this response on Monday, November 7, 2015, the first business day following the November 6, 2015, thirty (30) day deadline.

- 2) Because the King County Superior Court's Order on the sale of the Patents to Grievant Schweickert does not provide for Grievant Schweickert's purchase of, or other entitlement to, Hunts Point Ventures' litigation Files, the furnishing of those files by Respondent or his law firm to a third party such as Grievant Schweickert would constitute an ethics violation, because the files still belong to Hunts Point Ventures' receivership estate;
- 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")³ did not contain any such explanation of consent, nor any written document evidencing it;
- 4) Respondent and his law firm, Newman Du Wors, already voluntarily produced a complete copy of the Files to Hunts Point Ventures following termination of representation, when Hunts Point Ventures was placed in judicial receivership (the transmittal letters for which are attached as Exhibits C and D⁴), meaning Respondent and his law firm have satisfied any obligation they had to turn over the Files to Hunts Point Ventures such that Hunts Point Ventures can, itself, transfer those files to Grievant Schweickert if Hunts Point Ventures has actually agreed to do so; and
- 5) In truth, Grievant Schweickert's Grievance is an act of retaliation for her failure to prevail in the lawsuit she previously brought against Respondent and his law firm: a case styled *Schweickert v. Hunts Point Ventures, Inc., et al*, U.S.D.C. W.D.WA Case No. 2:13-cv-00675-RSM (the "Lawsuit")⁵ in which U.S. District Judge Ricardo Martinez issued a summary judgment order dismissing with prejudice Grievant Schweickert's claims against Respondent and his law firm on January 5, 2015.

A detailed discussion is set forth below.

II. Discussion

A. Respondent has never represented Grievant Schweickert, and she has no right to the litigation Files that are the subject of her Grievance.

The genesis of this dispute centers around the prior felony prosecution and conviction of Grievant Schweickert's husband, an individual named Mark Phillips. In the spring of 2011, Grievant's husband, Mr. Phillips, was tried and convicted of federal felony fraud

³ A copy of the demand letter is attached as Exhibit F.

⁴ Respondent would be happy to direct his retained counsel to replicate the production of client files previously made to the Hunts Point Ventures receivership so the Bar Association can confirm Respondent's obligation was met in this regard.

⁵ A copy of the entire docket for that case may be found at <www.newmandocket.com/huntspoint/schweickert>, and Judge Martinez' summary judgment order is docket no. 80.

for embezzlement of millions of dollars of funds from a technology company he had served as chief executive officer. (See <http://www.seattlepi.com/local/article/Busted-tech-genius-I-have-done-nothing-wrong-1466943.php>.) Respondent served as Mr. Phillips' criminal defense counsel at his felony trial before federal Judge Coughenour. And briefly in 2011, Respondent and his law firm also served as patent litigation counsel for Hunts Point Ventures, Inc., an entity Grievant's Husband, Mr. Phillips, claims to be co-founder and owner of.

Following the prison release of Grievant Schweickert's husband, Mark Phillips, Mr. Phillips and Ms. Schweickert initiated litigation against a variety of parties, including investors in entities Mr. Phillips had looted, the other shareholders in Hunts Point Ventures, and Respondent; Grievant Schweickert filed litigation against most of the same parties. Supreme Court Justice Mary Yu, before she left the trial court bench, dismissed Mr. Phillips' claims on summary judgment, and issued an \$80,000 Rule 11 sanctions order against Mr. Phillips, *and his litigation counsel*.

Plaintiff's claims are neither well grounded in fact or warranted by existing law, and Plaintiff's counsel, Mr. Yurchak, failed to reasonably investigate the legal and factual bases for the claims and pleadings he certified in this case.

(See Sanctions Order, Exhibit E.) As a result of the litigation, Mr. Phillips was forced to declare chapter 7 bankruptcy, and Hunts Point Ventures was placed into judicially supervised receivership. The receiver with custody of Hunts Point Ventures' assets is named Mark Calvert.

Immediately following the opening of the Hunts Point Ventures' receivership estate, Mr. Calvert, through his attorney, Diana Carey (a partner at the law firm of Karr Tuttle Campbell), demanded all client Files in the possession of Respondent and/or his law firm, relating to Hunts Point Ventures, Inc. Respondent and his law firm produced all requested Files to the Receiver Calvert through attorney Sam Franklin, the outside litigation counsel Respondent had retained to defend the litigation claims asserted by Grievant Schweickert and her husband, Mr. Phillips. (See Ex.'s C-D.)

While the bankruptcy disposed of Mr. Phillips' litigation claims against Respondent and his law firm, the litigation claims of his wife, Grievant Schweickert, were dismissed with prejudice on summary judgment by U.S. District Court Judge Ricardo Martinez, who ruled:

For the reasons stated herein, the Court hereby ORDERS that Defendant John Du Wors' Motion for Summary Judgment (Dkt. # 80) is GRANTED. All claims in Plaintiff's First Amended Complaint asserted against Defendant Du Wors shall be

DISMISSED. As the record of evidence has shown the underlying alleged misrepresentations and asserted wrongful act to be nonactionable as a matter of law, the Court finds that any further amendment would be futile. Accordingly, the dismissal of Plaintiff's claims against Defendant Du Wors shall be WITH PREJUDICE.

(See Lawsuit, Dkt. No. 80 at 10:24-11:5.) Grievant Schweickert was required to pay litigation costs to Respondent. (Id.)

Angry that her and her husband's litigation claims had been dismissed, Grievant Schweickert purchased the Patents from Hunts Point Ventures in an apparent effort to gain standing to assert client rights, and further bring suit, against Respondent and his law firm. But Grievant's understanding of what she purchased is incorrect. As the King County Superior Court's Order reveals, Grievant Schweickert only purchased the Patents, not Hunts Point Ventures' client rights.

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 Ventures' attorney client privileged client Files, Respondent and his law firm have never received any evidence of it. Grievant's outside litigation counsel's July 13, 2015 Demand Letter did not contain any mention of waiver or consent by Hunts Point Ventures. Nor did it contain any documents relating to any such waiver or consent. It only contained the court Order memorializing the sale of the Patents to Schweickert. Accordingly, Respondent concluded at the time that he would be ethically prohibited from producing Hunts Point Ventures' Files to Grievant Schweickert.

B. Because the Files belong to the Hunts Point Ventures receivership, Respondent is ethically prohibited from producing them to Grievant Schweickert.

Unless Hunts Point Ventures has executed some document waiving privilege and entitling Grievant Schweickert to its privileged and confidential Files, Washington's Rules of Professional Conduct ("RPC") prohibit disclosure of those Files to Grievant Schweickert. RPC 1.6(a) provides that "A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent...." In relation to the Patents and the Files, Hunts Point Ventures was Respondent's client, and Respondent has never received evidence of Hunts Point Ventures' consent to disclosure of the Files. Therefore, Respondent has never been ethically or legally permitted to meet Grievant Schweickert's demand for the Files as set forth in her Demand Letter.

C. Respondent has satisfied his ethical obligations by producing the Files to the Hunts Point Ventures Receiver.

Aside from general ownership principles, a client's right to its legal files is explained in WSBA Formal Opinion 181⁶ which analyzes former RPC 1.16(d) (the "Opinion"). As the Opinion explains, a lawyer is required "upon termination of representation, to take steps to the extent reasonably practical to protect a client's interests including surrendering papers and property to which the client is entitled. Subject to limited exceptions, this Rule obligates the lawyer to deliver the file to client." But neither the Opinion, nor former RPC 1.16(d) require a lawyer to produce that file more than once. And neither the Opinion, nor former RPC 1.16(d) require a lawyer to produce a client file to a party that is not the client who owns the file.

Respondent and his law firm satisfied their ethical obligations by making the production described in Exhibits C and D. The Opinion and former RPC 1.16(d) only require the furnishing of a client file once following termination of representation. As described in Exhibits C and D, Respondent and his law firm produced to the Hunts Point Ventures receivership literally all documents making up any part of the Files. Given that Respondent need not expend the labor or cost of making that production more than once, any further transfers of the Files must be made by the Hunts Point Ventures receivership.

And even if a lawyer were required to produce a client file more than once, that requirement would not change Respondent's obligations here, because Grievant Schweickert has never been his client. The Opinion and former RPC 1.16(d) only require the furnishing of a client file *to a client* upon the client's request. Respondent's former client—Hunts Point Ventures—has not requested the production of the Files, let alone their transfer to Grievant Schweickert. Nor has the Hunts Point Ventures receiver ever criticized the completeness of Respondent's production of the Files as reflected by Exhibits C and D.

D. Grievant Schweickert's bar complaint is retaliatory.

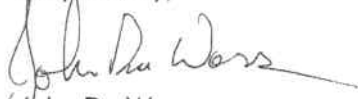
Grievant Schweickert brings this Grievance in retaliation for the total-merits based failure of her Lawsuit and the corresponding cost judgment she suffered. She, along with Mr. Phillips, have waged an onslaught of lawsuits and/or bar Grievances against nearly a dozen parties and attorneys, seeking some sort of vindication for her husband's felony conviction for fraud and embezzlement of shareholder funds. In the hope that the Bar Association would not learn the factual context behind her Grievance, she deliberately omits most of the above facts from her Grievance. She also ignores the Bar grievance form's requirement that she apprise the bar whether her Grievance relates to litigation: she claims it doesn't, although it overwhelmingly does. Respondent welcomes the opportunity to furnish the Bar Association with further facts and evidence elucidating Grievant Schweickert and her husband's misuse of the litigation and bar grievance process for their own revenge-based motives.

⁶ http://www.wsba.org/~media/Files/Licensing_Lawyer%20Conduct/Discipline/Client%20Files.aspx.

III. Conclusion

Grievant Schweickert claims Respondent has violated the Rules of Professional Conduct by failing to give her an attorney client privileged litigation file that belongs to another party. The rules governing Respondent's obligations in this regard are that he provide his former client a copy of its litigation file upon termination of representation, and that he not disclose such files to third parties without client consent. The Files at issue in this case belong to Respondent's former client, Hunts Point Ventures; Respondent provided that client a complete copy of the Files upon termination; and there is no evidence Hunts Point Ventures has ever consented to allowing Grievant Schweickert to acquire the Files. Therefore, Respondent respectfully submits that he has complied entirely with his obligations under the Rules of Professional Conduct, Grievant Schweickert's Demand Letter was legally improper, and the Grievance should be rejected with prejudice and this file closed.

Respectfully,



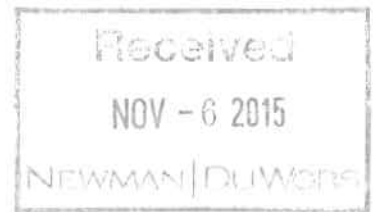
John Du Wors

Exhibit A



WSBA

OFFICE OF DISCIPLINARY COUNSEL



Acknowledgment That We Have Received A Grievance

Date: November 4, 2015 ODC File: 15-01950

To the Grievant:

We received your grievance against a lawyer and opened a file with the file number indicated above. We are requesting a written response from the lawyer. You generally have a right to receive a copy of any response submitted by the lawyer. After we review the lawyer's response, if it appears that the conduct you describe is not within our jurisdiction, does not violate the Supreme Court's Rules of Professional Conduct (RPC), or does not warrant further investigation, we will write you a letter to tell you that. If we begin an investigation of your grievance, we will give you our investigator's name and telephone number. If, as a result of an investigation and formal proceeding, the lawyer is found to have violated the RPC, either the Disciplinary Board or the Supreme Court may sanction the lawyer. Our authority and resources are limited. We are not a substitute for protecting your legal rights. We do not and cannot represent you in legal proceedings. If you believe criminal laws have been broken, you should contact your local police department or prosecuting attorney. There are time deadlines for both civil and criminal proceedings, so you should not wait to take other action.

Grievances filed with our office are not public information when filed, but **all information related to your grievance may become public**. Our office handles a large number of files. We urge you to communicate with us only in writing, including any objection you have to information related to your grievance becoming public, until we complete our initial review of your grievance. You should hear from us again within four weeks.

Request for Lawyer Response

To the Lawyer:

The grievance process is governed by the Rules for Enforcement of Lawyer Conduct (ELC). Although we have reached no conclusions on the merits of this grievance, we are requesting your preliminary written response. If you do not respond to this request within **thirty (30) days** from the date of this letter, we will take additional action under ELC 5.3(h) to compel your response. You must personally assure that all records, files, and accounts related to the grievance are retained until you receive written authorization from us, or until this matter is concluded and all possible appeal periods have expired.

Absent special circumstances, and unless you provide us with reasons to do otherwise, **we will forward a copy of your entire response to the grievant**. If the grievant is not your client, or you are providing personal information, please clearly identify any information to be withheld and we will forward a copy of your redacted response to the grievant, informing the grievant that he or she is receiving a redacted copy. Decisions to withhold information may be considered by a review committee of the Disciplinary Board. If you believe further action should be deferred because of pending litigation, please explain the basis for your request under ELC 5.3(d).

Sincerely,

A handwritten signature in cursive script that reads "Felice P. Congalton".

Felice P. Congalton
Associate Director

Original: Grievant: Jennifer Schweickert
cc: Lawyer: John David Du Wors (with copy of grievance)

DO NOT SEND US ORIGINALS. We will scan and then destroy the documents you submit.

GRIEVANCE AGAINST A LAWYER



Office of Disciplinary Counsel
Washington State Bar Association
1325 Fourth Avenue, Suite 600
Seattle, WA 98101-2539

GENERAL INSTRUCTIONS

- Read our information sheet Lawyer Discipline in Washington before you complete this form, particularly the section about consenting to disclosure of your grievance to the lawyer.
- If you have a disability or need assistance with filing a grievance, call us at (206) 727-8207. We will take reasonable steps to accommodate you.
- Please note that this form is only for new grievances. *If you have already filed a grievance, do not use this form to send us additional information.* Mail any additional information with your grievance file number to the address above.
- If you provide an email address, you will receive a confirmation email after you submit your grievance. *We will communicate with you by letter after we review your grievance.*

Date Received: 11/1/2015 7:11:00 PM
Confirmation Number: 201511010004

INFORMATION ABOUT YOU

Schweickert, Jennifer

Last Name, First Name, Middle Initial

c/o Mark Kimball, Law Office of Kimball

Address

777 108th Ave NE, #2000

Address Line 2

Bellevue, WA 98004

City, State, and Zip Code

United States

Country

2066079415

Phone Number

Alternate Phone Number

jps214@mac.com

Email Address

INFORMATION ABOUT THE LAWYER

Du Wors, John David

Last Name, First Name

2101 Fourth Avenue

Address

Suite 1500

Address Line 2

Seattle, WA 98121

City, State, and Zip Code

United States

Country

2062742800

Phone Number

Bar Number (if known)

INFORMATION ABOUT YOUR GRIEVANCE

Describe **your** relationship to the lawyer who is the subject of your grievance:

Other: I purchased a previous client's assets.

Is there a court case related to your grievance?

No

If yes, what is the case name and file number?

Explain your grievance in **your own words**. Give all important dates, times, places, and court file numbers. You may attach additional materials by using the file upload feature below.

Six months ago, I purchased the assets of a company called Hunts Point Ventures, Inc. (HPV) of which John Du Wors was their attorney. Mr. Du Wors was sued by virtually every 3rd parties related to HPV, and is currently being sued by HPV through the receiver. The asset purchase was through a general court appointed receiver and approved by the court. Upon approval from the court, my attorneys Mark Kimball and Brandon Wayman e-mailed and sent letters to Mr. Du Wors, his attorneys, and Newman & Du Wors for them to turn over all hard copy and electronically stored files relating to his (and a half dozen other attorney's) representation of HPV of which hundreds of thousands of dollars were billed, and questionably extracted from the company.

The receiver has additionally signed a waiver for the release of the HPV files to me; there is no ambiguity that I am the rightful and current owner of these files and have the right to request and receive the files. Mr. Du Wors has refused to respond to our requests for HPV's files and property - even after an offering to provide a hard drive, we would also accept a link through box.com or any other suggestion of a cloud based solution.

However, Mr. Du Wors has failed to return the client materials back to its owner - me. It has been six months. I was advised to file a complaint with the WA bar association regarding Du Wors' conduct - refusal to return client materials.

I am concerned that Mr. Du Wors will play some unprofessional tactic like provide me with low resolution JPEGs of each of the files, or worse, do something illegal: destroy his records including e-mails, and files, including working documents like Word, Excel, Powerpoint, and or other editable files and provide unintelligible single image files jumbled in a meaningless hierarchy of folders and not provide the files as they are normally maintained on the servers of Newman and Du Wors or on Box.com. This is the tactic that he played with discovery and had to be ordered and was compelled to produce discovery over again.

I am also fearful of my address being disclosed to Mr. Du Wors, as he has a history of violence against women, his wife and his daughter. It would make me feel safer if we could send correspondence through Mr. Kimball's office, I have used Mr. Kimball's address above, if the Bar need my personal address I can provide that upon request.

It is clear from the past 3 years of litigation by HPV and all of Du Wors' past clients that he intends to make every request and effort of those involved investing in HPV to move on as expensive and obstructive as possible. There is no litigation regarding this matter between me and Du Wors and the return of a former client files (HPV) to me, the new owner.

It is my hope that the WA Bar would open this matter and investigate it independent of the many open or pending claims against Du Wors (through the Bar and through the Courts), in order to expedite the inquiry into Mr. Du Wors' behavior and breach of the professional rules of conduct regarding returning of client files. This matter is simple. And ensure that Du Wors or his office does not delete, alter, or otherwise tamper with the working files which they performed on behalf of HPV. And finally, to have the entire work product by Du Wors' office, for which he claims that he solely worked for HPV and its interests, to be turned over to me, its owner, in its entirety with the oversight of the bar. This includes the final PDF documents files with the various courts, working files, in the working directories, and the e-mails in Outlook's native format PST.

If the bar would like the order authorizing the sale of assets to me, the receiver's waiver, or any other correspondence between Mr. Kimball's office and Mr. Du Wors, then please feel free to contact Mr. Mark Kimball or Mr. Brandon Wayman and I will authorize any effort to provide these documents to your offices in a timely matter.

Thank you for your attention to this matter.

AFFIRMATION

☒ I affirm that the information I am providing is true and accurate to the best of my knowledge. I have read Lawyer Discipline in Washington and I understand that all information that I submit can be disclosed to the lawyer.

Exhibit B

FILED
KING COUNTY, WASHINGTON

JUN 25 2015

SUPERIOR COURT CLERK
BY Andy Groom
DEPUTY

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MARK PHILLIPS,

Plaintiff,

v.

CHAD HAROLD RUDKIN AND ELIZABETH
RUDKIN, STEPHEN JAMES SCHWEICKERT, and
JANE DOES 1 through 4,

Defendants.

MARK E. PHILLIPS,

Plaintiff,

v.

HUNTS POINT VENTURES, INC. AND HUNTS
POINT VENTURES GROUP, LLC

Defendants.

In the Receivership of:

HUNTS POINT VENTURES, INC., a Washington
Corporation,

JOYCE P. SCHWEICKERT,

Plaintiff,

v.

HUNTS POINT VENTURES, INC., a Washington
Corporation

Defendant.

NO. *13-2-07233-5 SEA

~~PROPOSED~~ ORDER ON RECEIVER'S
MOTION FOR AN ORDER
APPROVING THE SALE OF ASSETS

NO. 13-2-20353-7 SEA (consolidated
with 13-2-07233-5 SEA)

NO. 13-2-40014-6 SEA (consolidated
with 13-2-07233-5 SEA)

NO. 13-2-42759-1 SEA (consolidated
with 13-2-07233-5 SEA)

ORDER RE: RECEIVER'S MOTION FOR AN ORDER
APPROVING THE SALE OF ASSETS - 1

#985888 v1 / 45608-002

KARR TUTTLE CAMPBELL
701 Fifth Avenue, Suite 3300
Seattle, Washington 98104
Main: (206) 223 1313
Fax: (206) 682 7100

1 THIS MATTER came on before the court on the motion of General Receiver Cascade
2 Capital Group, LLC ("Receiver") to approve the proposed sale of estate assets, commonly referred
3 to as the "Intellectual Property", as well as whatever hard prototypes, code, trademarks, copyrights,
4 name and public disclosure documents that may be owned by Hunts Point Ventures, Inc. ("HPV")
5 (collectively, with the Intellectual Property, the "Property") to Jennifer Schweickert for [REDACTED]
6 [REDACTED]

7 [REDACTED] The Court having reviewed the Receiver's Motion and the
8 Supporting Declaration of Mark Calvert, including a copy of the purchase and sale agreement
9 related to the Receiver's proposed sale of the Property, and the Court finding that the Receiver has
10 given proper notice of the motion, that the relief requested is in the best interest of the receivership
11 estate, and there being no objections to the Receiver's motion, or any objections having been
12 overruled, it is hereby
13

14 ORDERED that the Receiver's motion is granted; it is

15
16 FURTHER ORDERED that the proposed sale of the Property, including the Intellectual
17 Property as defined below, to Jennifer Schweickert on the terms and conditions set forth in the
18 Purchase and Sale Agreement ("PSA") attached as Exhibit A to the Declaration of Mark Calvert,
19 including the purchase price, is hereby APPROVED
20

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

1 It is

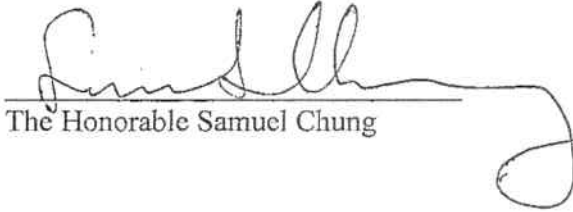
2 FURTHER ORDERED that the Receiver is authorized to execute the PSA and any other
3 documents reasonably necessary to consummate the sale of the Property contemplated by this
4 order, and to take such other actions as are necessary and appropriate to close the sale; it is
5

6 FURTHER ORDERED that the sale of the Property shall be free and clear of any and all
7 liens and of all rights of redemption;

8 FURTHER ORDERED that the Receiver is authorized to distribute the net proceeds from
9 the sale of the Property first to Sandy Hoover in full payment of her secured claim, and then to
10 the Receiver, in partial satisfaction of the allowed administrative claims of the Receiver and its
11 professionals, as follows:
12

- 13 • \$28,279.89 to Sandy Hoover as payment in full of her (1) \$20,000 secured claim
14 pursuant to an order of the court dated January 9, 2015, plus interest of
15 \$3,835.00, and (2) \$4,444.89 award for attorney fees, pursuant to an order of the
16 court dated February 10, 2015; and
- 17 • \$21,720.11 to the Receiver for partial payment of the approved fees and costs
18 owed to the Receiver and his professional(s).

19 DATED this 24th day of June, 2015

20 
21 The Honorable Samuel Chung

22 PRESENTED BY:
23 KARR TUTTLE CAMPBELL

24 
25 Diana Carey, WSBA #16239
26 Stephanie R. Lakinski, WSBA #46391
27 701 Fifth Avenue, Suite 3300
28 Seattle, WA 98104
(206) 223-1313
dcarey@karrtuttle.com
slakinski@karrtuttle.com
Attorneys for the Receiver

ORDER RE: RECEIVER'S MOTION FOR AN ORDER
APPROVING THE SALE OF ASSETS - 3
#985888 v1 / 45608-002

KARR TUTTLE CAMPBELL
701 Fifth Avenue, Suite 3300
Seattle, Washington 98104
Main: (206) 223 1313
Fax: (206) 682 7100

Exhibit C

LEE · SMART

P.S., Inc. • Pacific Northwest Law Offices

1800 One Convention Place, 701 Pike Street
Seattle, Washington 98101-3929Tel. 206.624.7990
Fax 206.624.5944Toll Free 877.624.7990
Web www.lee-smart.com

April 1, 2014

Joel E. Wright
Philip B. Grennan
Jeffrey P. Downer
Sam B. Franklin
Gregory P. Turner
Steven G. Wraith
Michelle A. Corsi
Kenneth E. Hepworth
Craig L. McIvor
Marc Rosenberg
Rosemary J. Moore
Peter E. Sutherland
A. Janay Ferguson
Bradley D. Westphal
Dirk J. Muse
William L. Cameron

Ms. Diana K. Carey
Karr Tuttle Campbell
701 5th Ave., Suite 3300
Seattle, WA 98104

Re: *Preliminary Response to Subpoena to Du Wors*
Matter ID: 06498-013193

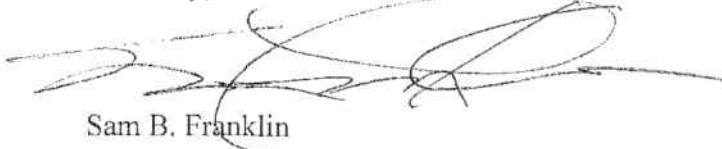
Dear Ms. Carey:

This letter follows our discussions regarding your client's second subpoena of March 18, 2014 and Ms. Stephanie Lakinski's clarification of your earlier subpoena. Please find enclosed a disc containing additional documents related to John DuWors's representation of Hunts Point Ventures, Inc., which respond in part to these subpoenas. Please note that our client's efforts to provide you with requested documents is not a waiver of our objections to the subpoena.

Our client's cost for producing the disc is \$25.00. Please remit this amount to our firm. The time expended in preparing the disc has not been assessed, pending our further discussions with you regarding the costs related to your subpoena. Our time to date is in excess of 25.0 hours.

Please contact me to discuss these issues further at your earliest convenience.

Sincerely,


Sam B. Franklin

Natalie M. Cain
Pamela J. DeVet
Melinda R. Drogseth
Spencer N. Gheen
Aaron P. Gilligan
Jackie L. Jensen
Matthew J. McCarthy
David M. Norman
Melody A. Retallack
Michael P. Ryan
David L. Sanders
Timothy D. Shea
Colin J. Troy
Dan J. Von Seggern

Of Counsel:
Donna M. Young
Sherry H. Rogers
Mary DePaolo Haddad

Nelson T. Lee
1920-2004
Fred T. Smart
1917-2012
John Patrick Cook
1934-2001
David L. Martin
1942-2012

SBF/AJF/cxw

cc: Client

Exhibit D



1800 One Convention Place, 701 Pike Street
Seattle, Washington 98101-3929

Tel. 206.624.7990
Fax 206.624.5944

Toll Free 877.624.7990
Web www.leesmart.com

February 14, 2014

Joel E. Wright
Philip B. Grennan
Jeffrey P. Downer
Sam B. Franklin
Gregory P. Turner
Steven G. Wraith
Michelle A. Corsi
Kenneth E. Hepworth
Craig L. McIvor
Marc Rosenberg
Rosemary J. Moore
Peter E. Sutherland
A. Jansy Ferguson
Bradley D. Westphal
Dirk J. Muse
William L. Cameron

Ms. Diana K. Carey
Karr Tuttle Campbell
701 5th Ave., Suite 3300
Seattle, WA 98104

Re: *Preliminary Response to Subpoena to Du Wors*
Trial Date: 1/12/2015
Matter ID: 06498-013193

Dear Ms. Carey:

This letter follows my telephone calls to you regarding your client's subpoena. Please find enclosed a disc containing documents related to John DuWors's representation of Hunts Point Ventures, Inc., which respond in part to your February 7, 2014 subpoena. The disc contains documents responsive to topics 1, 3, 4, and 5. Please note that our client's efforts to provide you with requested documents is not a waiver of our objections to the subpoena.

Our client's cost for producing the disc is \$25.00. Please remit this amount to our firm. The time expended in preparing the disc has not been assessed, pending our further discussions with you regarding the costs related to your subpoena. Our time to date is in excess of 5.0 hours.

Please be aware that a number of matters asserted in the subpoena have no basis in fact. For example, our client cannot respond to a request for a "Corner Office Account." Additionally, Mr. DuWors did not act "as defense attorney during Stephen Schweickert's DUI arrest and criminal defense." It is apparent that the receiver has been provided with suspect information from a number of sources making allegations from self-interest.

Please contact me to discuss these issues further at your earliest convenience.

Sincerely,

Sam B. Franklin

SBF/AJF/cxw

cc: Client

Natalie M. Cain
Pamela J. DeVet
Melinda R. Drogseth
Spencer N. Gheen
Aaron P. Gilligan
Jackie L. Jensen
Matthew J. McCarthy
David M. Norman
Melody A. Retallack
Michael P. Ryan
David L. Sanders
Timothy D. Shea
Collin J. Troy
Dan J. Von Seggern

Of Counsel:
Donna M. Young
Sherry H. Rogers
Mary DePaolo Haddad

Nelson T. Lee
1920-2004
Fred T. Smart
1917-2012
John Patrick Cook
1934-2001
David L. Martin
1942-2012

Exhibit E

The Honorable Mary Yu
Hearing Date: Thursday, May 15, 2014
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

MARK PHILLIPS,

Plaintiff,

v.

CHAD HAROLD RUDKIN and ELIZABETH
RUDKIN, STEPHEN JAMES
SCHWEICKERT, and JANE DOES 1
THROUGH 4,

Defendants.

The Honorable Mary Yu

No. 13-2-07233-5 SEA

~~PROPOSED~~ ORDER GRANTING
CHAD AND ELIZABETH RUDKIN'S
REQUEST FOR FEES

MARK PHILLIPS,

Plaintiff,

v.

HUNTS POINT VENTURES, INC. and
HUNTS POINT VENTURE GROUP, LLC,

Defendants.

No. 13-2-20353-7 SEA (consolidated with
13-2-07233-5 SEA)

In the Receivership of:

HUNTS POINT VENTURES, INC., a
Washington Corporation,

JOYCE P. SCHWEICKERT,

Plaintiff,

v.

HUNTS POINT VENTURES, INC., a
Washington Corporation,

Defendant.

No. 13-2-40014-6 SEA (consolidated with
13-2-07233-5 SEA)

No. 13-2-42759-1 SEA (consolidated with
13-2-07233-5 SEA)

[PROPOSED] ORDER GRANTING RUDKIN'S
REQUEST FOR FEES - 1

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

1 THIS MATTER came on regularly pursuant to Chad and Elizabeth Rudkin's Request For
2 Fees Pursuant To CR 11 And RCW 4.84.185 ("Request For Fees"). The Court reviewed the
3 records and files herein, including:

- 4 1. Chad And Elizabeth Rudkin's Request For Fees;
- 5 2. Declaration Of Joel B. Ard In Support Of Rudkins' Request For Fees, and
- 6 Exhibits attached thereto;
- 7 3. Plaintiff's Response, ~~if any~~, & Decl of Reed Yurchak w/exhibits
- 8 4. Rudkins' Reply, ~~if any~~;
- 9 5. _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 Having considered the pleadings and admissible submissions in this case, it is HEREBY
16 ORDERED, ADJUDGED and DECREED that:

17 ^{Per Judge Yu's 4-30-14 order,}
18 Plaintiff's claims are neither well grounded in fact nor warranted by existing law, and
19 Plaintiff's counsel, Mr. Yurchak, failed to reasonably investigate the legal and factual bases for
20 the claims and pleadings he certified in this case. Chad and Elizabeth Rudkin, therefore, are
21 entitled to an award of ~~\$143,500.00 as compensation for~~ reasonable attorneys' fees and costs
22 accrued in their defense of Plaintiff's frivolous suit against them. *in an amount TBD*
23 *once the court is provided with billing records*
24 *detailling the tasks performed, the amount of time*
25 *spent & by whom.*

26 /

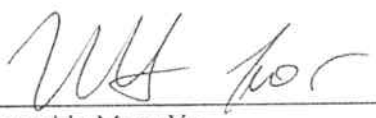
[PROPOSED] ORDER GRANTING RUDKINS'
REQUEST FOR FEES - 2

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

~~Pursuant to RCW 4.84.185 and CR 11, Plaintiff, Mark Phillips, and Plaintiff's counsel, Reed Yurchak, are ORDERED to pay the Rudkins, within 45 days of this order, \$143,500.~~

DATED this 30th day of May 2014.



The Honorable Mary Yu

Presented by:
FOSTER PEPPER PLLC

/s/Joel B. Ard
Joel B. Ard, WSBA #40104
Rylan L.S. Weythman, WSBA #45352
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299
Telephone: (206) 447-4400
Facsimile: (206) 447-9700
E-mail: ArdJo@foster.com,
Weytr@foster.com
Attorneys for Chad and Elizabeth Rudkin

[PROPOSED] ORDER GRANTING RUDKINS'
REQUEST FOR FEES - 3

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

Exhibit F



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.

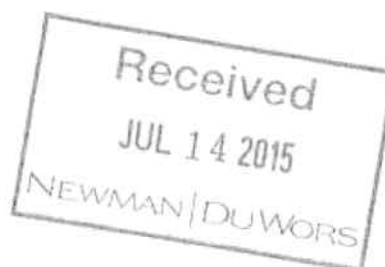
Nahal Nabavinejad, J.D.

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.

1
2
3 RECEIVED

4 JUN 24 2015

5 JUDGE SAMUEL S. CHUNG
6 DEPARTMENT 15
7

8 SUPERIOR COURT OF WASHINGTON FOR KING COUNTY
9

10 MARK PHILLIPS,

11 Plaintiff,

12 v.

13 CHAD HAROLD RUDKIN AND ELIZABETH
14 RUDKIN, STEPHEN JAMES SCHWEICKERT, and
15 JANE DOES 1 through 4,

16 Defendants.

17 MARK E. PHILLIPS,

18 Plaintiff,

19 v.

20 HUNTS POINT VENTURES, INC. AND HUNTS
21 POINT VENTURES GROUP, LLC

22 Defendants.

23 In the Receivership of:

24 HUNTS POINT VENTURES, INC., a Washington
25 Corporation,

26 JOYCE P. SCHWEICKERT,

27 Plaintiff,

28 v.

HUNTS POINT VENTURES, INC., a Washington
Corporation

Defendant.

NO. 13-2-07233-5 SEA

~~PROPOSED~~ ORDER ON RECEIVER'S
MOTION FOR AN ORDER
APPROVING THE SALE OF ASSETS

NO. 13-2-20353-7 SEA (consolidated
with 13-2-07233-5 SEA)

NO. 13-2-40014-6 SEA (consolidated
with 13-2-07233-5 SEA)

NO. 13-2-42759-1 SEA (consolidated
with 13-2-07233-5 SEA)

1 THIS MATTER came on before the court on the motion of General Receiver Cascade
2 Capital Group, LLC ("Receiver") to approve the proposed sale of estate assets, commonly referred
3 to as the "Intellectual Property", as well as whatever hard prototypes, code, trademarks, copyrights,
4 name and public disclosure documents that may be owned by Hunts Point Ventures, Inc. ("HPV")
5 (collectively, with the Intellectual Property, the "Property") to Jennifer Schweickert for [REDACTED]
6 [REDACTED]

7 The Court having reviewed the Receiver's Motion and the
8 Supporting Declaration of Mark Calvert, including a copy of the purchase and sale agreement
9 related to the Receiver's proposed sale of the Property, and the Court finding that the Receiver has
10 given proper notice of the motion, that the relief requested is in the best interest of the receivership
11 estate, and there being no objections to the Receiver's motion, or any objections having been
12 overruled, it is hereby
13

14 ORDERED that the Receiver's motion is granted; it is

15
16 FURTHER ORDERED that the proposed sale of the Property, including the Intellectual
17 Property as defined below, to Jennifer Schweickert on the terms and conditions set forth in the
18 Purchase and Sale Agreement ("PSA") attached as Exhibit A to the Declaration of Mark Calvert,
19 including the purchase price, is hereby APPROVED
20

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

1 It is

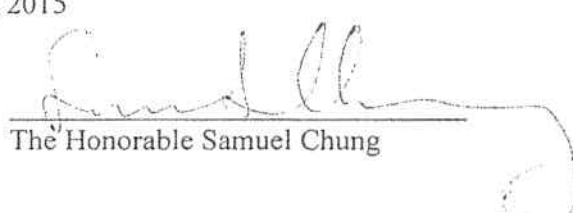
2 FURTHER ORDERED that the Receiver is authorized to execute the PSA and any other
3 documents reasonably necessary to consummate the sale of the Property contemplated by this
4 order, and to take such other actions as are necessary and appropriate to close the sale; it is
5

6 FURTHER ORDERED that the sale of the Property shall be free and clear of any and all
7 liens and of all rights of redemption;

8 FURTHER ORDERED that the Receiver is authorized to distribute the net proceeds from
9 the sale of the Property first to Sandy Hoover in full payment of her secured claim, and then to
10 the Receiver, in partial satisfaction of the allowed administrative claims of the Receiver and its
11 professionals, as follows:
12

- 13 • \$28,279.89 to Sandy Hoover as payment in full of her (1) \$20,000 secured claim
14 pursuant to an order of the court dated January 9, 2015, plus interest of
15 \$3,835.00, and (2) \$4,444.89 award for attorney fees, pursuant to an order of the
16 court dated February 10, 2015; and
- 17 • \$21,720.11 to the Receiver for partial payment of the approved fees and costs
18 owed to the Receiver and his professional(s).

19 DATED this 21st day of June, 2015

20 
21 The Honorable Samuel Chung

22 PRESENTED BY:
23 KARR TUTTLE CAMPBELL

24 
25 Diana Carey, WSBA #16239
26 Stephanie R. Lakinski, WSBA #46391
27 701 Fifth Avenue, Suite 3300
28 Seattle, WA 98104
(206) 223-1313
dcarey@karrtuttle.com
slakinski@karrtuttle.com
Attorneys for the Receiver

ORDER RE: RECEIVER'S MOTION FOR AN ORDER
APPROVING THE SALE OF ASSETS - 3
#985888 v1 / 45608-002

KARR TUTTLE CAMPBELL
701 Fifth Avenue, Suite 3300
Seattle, Washington 98104
Main: (206) 223 1313
Fax: (206) 682 7100

EXHIBIT “C”

EXHIBIT ADDED END OF PACKET DUE TO SIZE

EXHIBIT “D”

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

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.

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

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

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

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

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.

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

By:

Mark Calvert

PURCHASE AND SALE AGREEMENT OF INTELLECTUAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 5/1/, 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 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 [REDACTED] as 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

1.1. 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.

1.2. Purchase Price. The purchase price to be paid by Buyer to Receiver for the Property shall be a [REDACTED] to be paid within two (2) business days after entry of a Sale Order (as defined below in ¶ 2.3), dismissal of the Judgment and forgiveness of the Loan for a [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. No. 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 “E”

1
2
3
4
5
6
7 **SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KITSAP**

9 JOHN DAVID DU WORS, an individual,

10 Plaintiff,

11 v.

12 JENNIFER SCHWEICKERT and JOHN
13 DOE SCHWEICKERT,

14 Defendants.

NO. 15-2-02482-7

**NOTICE OF VIDEOTAPED
DEPOSITION OF JENNIFER
SCHWEICKERT**

15 TO: JENNIFER SCHWEICKERT, Defendant

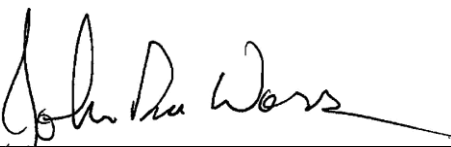
16 AND TO: MARK KIMBALL, Counsel of Record

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

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

24 DATED December 7, 2015.

25
26 By:


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

27 Attorney for Plaintiff
28

SENT VIA FIRST CLASS MAIL

December 21, 2015

Jennifer Schweickert
c/o Mark Kimball, Esq.
MDK Law and Associates
777 108th Ave NE, Ste. 2170
Bellevue, WA 98004

Re: Proposed CR 37 Meet and confer

Dear Ms. Schweickert:

I am advised via text message by your husband, Mark Phillips, that you are giving formal notice of intent not to appear for your properly noticed deposition Wednesday at 10 am. Please note that we do not agree to continue your deposition at this time, but we welcome a CR 37 meet and confer on a motion for protective order should you desire to bring one. If you fail to appear for your deposition, we will bring a motion to compel and seek sanctions.

In furtherance of that motion, we propose to meet and confer with you telephonically on Wednesday, December 23, 2015 at 11 am. Unless you propose an alternate time for a meet and confer that takes place no later than Wednesday at noon, I will telephone you at 11 am. Because you have designated Mark Kimball's office as your contact information, I will telephone his general line and ask for you—please advise in writing if there is an alternate number I should call.

Regards,

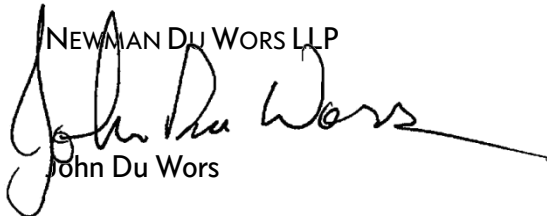
NEWMAN DU WORS LLP

John Du Wors

EXHIBIT “F”

1
2
3
4
5
6
7 **SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KITSAP**

9 JOHN DAVID DU WORS, an individual,

10 Plaintiff,

11 v.

12 JENNIFER SCHWEICKERT and JOHN
13 DOE SCHWEICKERT,

14 Defendants.

NO.

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

15
16 Plaintiff John David Du Wors hereby propounds the following interrogatories to
17 Defendants Jennifer Schweickert and John Doe Schweickert pursuant to CR 26 and 34.
18 The interrogatories should be answered in full and the original returned within thirty (30)
19 days of the date of service of this request. The answers should be provided to the offices
20 of Newman Du Wors, 2101 Fourth Avenue, Suite 1500, Seattle, Washington 98121. You
21 should respond to each discovery questions in accordance with the instructions and
22 definitions set forth below.

23 **I. INSTRUCTIONS**

24 1. Pursuant to CR 26 and 33, You are to answer each of these discovery
25 requests separately, fully, and under oath.

26 2. For each answer, identify each person who provided any of the information
27 or any documents set forth in the answer and the information or documents that the
28

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.
27
28

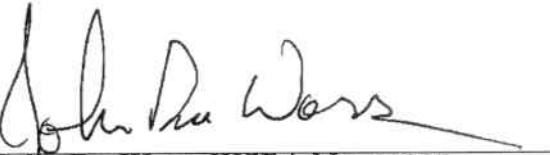
1 INTERROGATORIES

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:**

5
6
7 DATED December 9, 2015.

8
9
10 By:


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

13 Attorney for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7 **SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KITSAP**

9 JOHN DAVID DU WORS, an individual,

10 Plaintiff,

11 v.

12 JENNIFER SCHWEICKERT and JOHN
13 DOE SCHWEICKERT,

14 Defendants.

NO.

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

15
16 TO: Jennifer Schweickert and John Doe Schweickert, Defendants

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

24 Production may be accomplished by mailing complete and clear copies of all requested
25 documents with a response to the above attorneys at the above office. You should respond to
26 each discovery questions in accordance with the instructions and definitions set forth below.
27
28

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”.

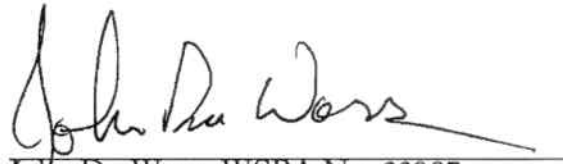
17 **RESPONSE:**

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.

2
3
4 By:



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

Attorney for Plaintiff

EXHIBIT “G”

LAW OFFICE OF REED YURCHAK

ATTORNEY AT LAW

40 LAKE BELLEVUE DR. #100

BELLEVUE, WA 98005

TELE: (425) 941-6659 FAX: (425) 654-1205

DELIVERED VIA E-MAIL

December 23, 2015

John Du Wors, WSBA #33987
Newman & Du Wors, LLP
2101 Fourth Ave., Suite 1500
Seattle, Washington 98121

**RE: Notice of Appearance; Proposed CR 37 Meet and confer
Du Wors v. Schweickert, Kitsap Co. Case No. 15-2-02482-7**

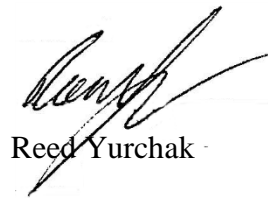
Dear Mr. Du Wors:

I am writing to notify you of my appearance in the above-captioned case. Please direct all future communications regarding this matter and Ms. Schweickert to my office. I also wanted to briefly respond to your Proposed CR 37 Meet and confer letter you sent December 21, 2015 and the scheduled phone call you have with her at 11:00 a.m. this morning.

Given that I am newly appearing and have limited availability, I am asking to reschedule your meet and confer for next week. Please provide me with a proposed time. I am not presently available for your meet and confer this week.

Regards,

LAW OFFICE OF REED YURCHAK



Reed Yurchak

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JOHN DAVID DU WORS, an individual,

Plaintiff,

v.

JENNIFER SCHWEICKERT, an individual,

Defendants.

Case Number: 15-2-02482-7

NOTICE OF APPEARANCE

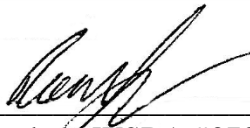
TO: The Clerk of the above-entitled Court; and

TO: John Du Wors, Pro-Se Plaintiff

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that Defendant, Jennifer P. Schweickert, hereby appears n the above-entitled cause by the undersigned attorney and undersigned attorney at the address below stated.

Reed Yurchak, Esq.
Law Office of Reed Yurchak
40 Lake Bellevue, Ste. 100
Bellevue, WA 98005

Dated this 23 day of December, 2015



Reed Yurchak, WSBA #37366
Attorney for Defendant



Reed Yurchak <yurchaklaw@gmail.com>

re: Du Wors v. Schweickert

John Du Wors <John@newmanlaw.com>
To: Reed Yurchak <yurchaklaw@gmail.com>
Cc: Chy Eaton <Chy@newmanlaw.com>

Wed, Dec 23, 2015 at 11:23 AM

Mr. Yurchak,

As we advised by letter, the meet and confer must take place today if it is going to take place at all. I am available until 3 pm. We will be submitting our moving papers tomorrow morning for a 12/31 hearing. Please feel free to contact me to discuss.

Regards,

John Du Wors

[Quoted text hidden]