

Filed
Washington State Supreme Court

MAR-02 2016

RC
Ronald R. Carpenter
Clerk

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

HOLLY JOY JOHNSON,

Lawyer (Bar No. 32784).

Supreme Court No. _____

DISCIPLINARY COUNSEL
DECLARATION

I, Sachia Stonefeld Powell, declare and state:

1. I am the disciplinary counsel assigned to the disciplinary proceedings against Respondent lawyer, Holly Joy Johnson. This statement is submitted in support of the Office of Disciplinary Counsel's (ODC) Petition for Interim Suspension and is based on a review of ODC's files.

Veira Grievance

2. In May 2014, Respondent agreed to serve as an escrow agent on a transaction between Jerrel Veira, on behalf of his company JV Inc. / B.V. (JVI) and Doug Burtch, on behalf of Lighthouse Partners (Lighthouse). Pursuant to the escrow agreement, Mr. Veira was to deposit \$300,000 in escrow while Lighthouse secured a financing guarantee, in the form of a standby letter of credit, for JVI through an acceptable financial institution. See, Commercial Escrow Agreement, attached as Appendix A.

3. The escrow agreement signed by Mr. Veira, Mr. Burch, and Respondent, provides that all funds “received into escrow shall be deposited with other escrow funds in a general trust account.” See, Appendix A.

4. However, at Respondent’s direction, on May 12 and 14, 2014, Mr. Veira deposited a total of \$304,000 via wire transfer into Chase Bank account XXXXX1001, Respondent’s personal checking account, which is not a trust account. See, Chase Bank statements and related documents for account XXXXX1001 for May 9 through July 9, 2014, attached as Appendix B.

5. According to the escrow agreement, the funds were to be released only if Lighthouse provided a financing guarantee through an acceptable financial institution. Once Lighthouse provided the financing guarantee, \$300,000 was to be released to Lighthouse and \$4,000 represented Respondent’s fee. See, Appendix A.

6. The escrow agreement further provided that: “IF RECIEPT OF THE ESCROW PROPERTY AND THE DISBURSEMENT OF FUNDS HAS NOT BEEN MADE BY THE SIXTH BUSINESS DAY FOLLOWING RECEIPT OF THE ESCROW FUNDS, THE ESCROW PROPERTY SHALL BE RETURNED TO THE PARTY WHO

PROVIDED THE FUNDS OR DOCUMENTS UPON REQUEST.”

(Emphasis in original.) See, Appendix A.

7. Additionally, the escrow agreement provided that: “All notices, requests, demands, and other communications under this escrow shall be either in writing or sent by facsimile transmission with written confirmation mailed.” See, Appendix A.

8. Almost immediately, with no financing guarantee in place, Respondent began disbursing funds. Bank statements show that between May 14, and June 16, 2014, Respondent disbursed the majority of the funds as follows:

Date	Amount	Disposition	Remaining Balance
5/12/14	15.00	Wire fee	303,985.00
5/14/14	40,500.00	Withdrawal	263,485.00
5/14/14	5000.00	Transfer to another account (Chase)	258,485.00
5/14/14	15.00	Wire fee	258,470.00
5/15/14	4000.00	Transfer to another account (Bank of America)	254,470.00
5/16/14	65,000.00	Withdrawal	189,470.00
5/16/14	176,000.00	Withdrawal	13,470.00
5/16/14	4226.75	Purchase: Cashier’s check	9,243.25
5/19/14	403.00	Cash machine withdrawal	8,840.25
5/28/14	4000.00	Transfer to another account (Bank of America)	4,840.25
5/29/14	203.00	Cash machine withdrawal	4,637.25
6/02/14	3.05 ¹	Purchase: Mirage Hotel (Las Vegas, Nevada)	4,634.20

¹ The total amount for this purchase was \$36, of which all but \$3.05 may have been covered by funds in the account prior to Mr. Veira’s deposits.

Date	Amount	Disposition	Remaining Balance
6/02/14	16.00	Purchase: Mirage Hotel (Las Vegas, Nevada)	4,618.20
6/02/14	14.64	Purchase: Taxi (Las Vegas, Nevada)	4,603.56
6/02/14	13.00	Purchase: Revolution (Las Vegas, Nevada)	4,590.56
6/02/14	53.01	Purchase: Drai's Beach Club (Las Vegas, Nevada)	4,537.55
6/02/14	33.46	Purchase: Sundries (Las Vegas, Nevada)	4,504.09
6/02/14	53.40	Purchase: Renaissance Hotel (Las Vegas, Nevada)	4,450.69
6/02/14	52.60	Purchase: Cirque du Soleil (Las Vegas, Nevada)	4,398.09
6/02/14	204.00	ATM withdrawal	4,194.09
6/02/14	37.78	Purchase: The Venetian (Las Vegas, Nevada)	4,156.31
6/02/14	12.30	Purchase: Taxi (Las Vegas, Nevada)	4,144.01
6/02/14	20.50	Purchase: Clubcasinoca (Las Vegas, Nevada)	4,123.51
6/02/14	2.00	ATM fee	4,121.51
6/03/14	65.42	Purchase: Liquor Library (Henderson, Nevada)	4,056.09
6/06/14	102.75	ATM withdrawal	3953.34
6/06/14	3,750.00	Transfer to another account (Bank of America)	203.34
6/06/14	2.00	ATM fee	201.34
6/16/14	36.40	Purchase: Pizzeria Pulcinella	164.94

See, Appendix B.

9. Respondent never sent Mr. Veira any written notice that she was disbursing the funds held in escrow, see, Grievance filed by Jerrel

Veira against Holly Johnson, dated March 24, 2015, attached as Appendix C, despite the requirement of the escrow agreement.

10. Lighthouse Partners never provided the financing guarantee from an institution acceptable to Mr. Veira. On June 9, 2014, it secured a financing guarantee from an institution which Mr. Veira considered unacceptable. See, Appendix C.

11. Beginning in June 2014, Mr. Veira began requesting that Respondent return the \$304,000 to him. See, Appendix C.

12. Respondent has not returned the funds to Mr. Veira.

13. In October 2014, JVI filed an action for breach of contract and to compel arbitration and interpleader in King County Superior Court against Respondent and Lighthouse. J.V. INC., B.V., v. Lighthouse Partners, et ano, King County Superior Court Cause Number 14-2-27880-2. See, Complaint for Breaches of Contracts and to Compel Arbitration and Interpleader, filed in J.V. Inc. B.V. v. Lighthouse Partners, et al, King County Superior Court Cause Number 14-2-27880-2 SEA, attached as Appendix D.

14. On November 26, 2014, the court ordered Respondent to deposit \$300,000 in the court registry by December 2, 2014. See, Order Compelling Johnson to Interplead Funds, filed November 26, 2014, attached as Appendix E.

15. On January 16, 2015, the court found her in contempt for her failure to do so. See, Order of Contempt Against Defendant Holly J. Johnson, filed January 16, 2015, attached as Appendix F.

16. On February 2, 2015, the court issued an order to show cause for February 17, 2015, requiring her to appear and show cause why a pre-judgment writ of attachment should not issue. See, Order to Show Cause on Motion for Pre-Judgment Writ of Attachment, filed February 2, 2015, attached as Appendix G.

17. On February 17, 2015, the court issued a Writ of Attachment against Respondent's Chase Bank account XXXXX1001 because she failed to appear and show cause why one should not. See, Writ of Attachment, filed February 17, 2015, in J.V. Inc. B.V. v. Lighthouse Partners, et al, King County Superior Court Cause Number 14-2-27880-2 SEA, attached as Appendix H.

18. Instead of depositing the funds in the court's registry, Respondent sent Mr. Veira's counsel e-mails in which she stated that she planned to deposit the funds in the court's registry but could not figure out how to do so. See, e-mails from Holly Johnson to Chip Goss dated December 2 and 17, 2014, and January 15, 2015, attached as Appendix I.

19. On March 24, 2015, Jerrel Veira filed a grievance against Respondent, which was opened as ODC File No. 15-00536. See, Appendix C.

20. On March 25, 2015, ODC sent respondent a request for her response. See, Acknowledgement / Request for Response, dated March 25, 2015, attached as Appendix J.

21. On May 3, 2015, Respondent sent an e-mail stating that she had hired a lawyer (but did not identify the lawyer) and requested contact information for Mr. Veira. She did not respond substantively to the grievance. See, e-mail from Holly Joy Johnson to ODC dated May 3, 2015, attached as Appendix K.

22. On May 6, 2015, ODC sent Respondent a 10-day letter. See, letter from Sachia Stonefeld Powell to Holly J. Johnson dated May 6, 2015, attached as Appendix L. Respondent did not respond.

23. On July 9, 2015, ODC issued a subpoena requiring that Respondent appear for a deposition on July 15, 2015, and produce trust account records and bank statements for operating and/or general bank accounts. See, Subpoena Duces Tecum dated July 9, 2015, attached as Appendix M.

24. On July 15, 2015, ODC deposed Respondent. Respondent did not bring any records for the account as required by the subpoena. She

said she believed that ODC had already obtained the records from the bank and she was unable to print financial records from the bank's website after the account was closed. See, Transcript of the Deposition of Holly J. Johnson, attached as Appendix N (pages 7-10).

25. At the deposition, she testified that she believed, based on communication with Mr. Veira and Mr. Burch, that Lighthouse had obtained an acceptable financing guarantee and that the escrow transaction had been successfully completed. She testified that she disbursed the money pursuant to Mr. Burch's instructions. See, Appendix N (pages 30-31).

26. However, even if the financing guarantee complied with the requirements of the escrow agreement, it was not secured until June 9, 2014. See, Standby Letter of Credit issued June 9, 2014, attached as Appendix O. By that time, Respondent had disbursed all but \$200 of the \$304,000 she held in escrow. See, Appendix B.

27. At her deposition, Respondent admitted that the June 16, 2014, purchase at a pizzeria in Seattle was for her personally and was not disbursed at the direction of Lighthouse. See, Appendix N (pages 40-41).

28. During her deposition testimony, Respondent provided what appear to be implausible explanations for the disbursement of the funds. For example, she testified that:

- On May 15, 2014, she disbursed \$4000 to her own account for payment of her fee. On May 28, 2014, Respondent again disbursed \$4000 to another of her accounts for her fee. Respondent testified that she was paid \$4000 each by both JVI and Lighthouse. See, Appendix N (pages 29-35). However, the escrow agreement provided for only \$4000 in fees to be paid by JVI. See, Appendix A. Further, there is no reason for her to remove the “fees” from this account since this was her personal account.
- The disbursement of \$3,750 on June 6, 2014, was made via transfer to another of Respondent’s accounts because “[t]his account would not allow me to wire to certain accounts, so it was easier to transfer to the Bank of America account and then to a different account.” It is illogical that she could not make a wire transfer from her Chase account without first going through a Bank of America account, especially since she made other wire transfers directly from the Chase account. See, Appendix N (pages 38-39).
- She testified that she did not know the purpose of cash machine withdrawals on May 19, 2014 (\$403), and May 29, 2014 (\$203), other than it was how Lighthouse wanted it disbursed. It is not plausible that Lighthouse asked her to disburse the funds via cash withdrawals. See, Appendix N (pages 33-36).
- The purchases in Las Vegas on June 2 and 3, 2014, were for her meeting with the Lighthouse representative “to follow up and finish off the transaction. [. . .] Just to make sure that everything was in line.” Respondent had no reason to meet with Lighthouse in person to “finish off the transaction,” or “make sure everything was in line” when she had already disbursed the vast majority of the funds (and the standby letter of credit had not been issued). See, Appendix N (pages 35-38).

29. During the deposition, ODC requested that Respondent provide certain documents:

- a) The correspondence that Respondent testified she sent to ODC in response to Exhibit 2 (ODC's initial request for response);
- b) The SWIFT receipt²;
- c) Copies of the communication (emails, written correspondence sent via mail or e-mail, or copies of notes of phone conversations) between Respondent and Mr. Burch and Mr. Veira regarding the claim that the requisite steps had been taken to get financing secured and that the escrow matter had been successfully completed;
- d) Copies of communication (emails, written correspondence sent via mail or e-mail, or copies of notes of phone conversations) between Respondent and Mr. Burch, or anyone else at Lighthouse, regarding the disbursement of the \$300,000;
- e) Copies of communication (emails, written correspondence sent via mail or e-mail, or copies of notes of phone conversations) between Respondent and Mr. Burch regarding the claim that there was a dispute over the funds, and that Respondent requests that Lighthouse put the funds in the court registry or return them to Respondent; and
- f) Copies of communication (emails, written correspondence sent via mail or e-mail, or copies of notes of phone conversations) between Respondent and Mr. Veira about Mr. Veira's disagreement with the fact that requisite steps had been taken to get financing secured and that the escrow matter had been successfully completed.

See, Appendix N (pages 65-68).

² The "SWIFT receipt" is verification of communication through SWIFT, the Society for Worldwide Interbank Financial Telecommunication.

30. Respondent agreed to provide the requested documents by July 31, 2015. See, Appendix N (pages 65-68). She did not do so.

31. On August 3, 2015, ODC sent Respondent a Supplemental Request for Response, requesting certain documents within thirty (30) days of the date of the letter:

- a) A copy of any communication you sent to ODC in response to our March 25, 2015 request for response to the grievance;
- b) A copy of the SWIFT receipt;
- c) Copies of all communication between you, Mr. Burch and/or Mr. Veira regarding whether the steps had been met to secure the line of credit and that the transaction had worked out to everyone's satisfaction;
- d) Copies of all communication between you and Mr. Burch (or anyone else at Lighthouse Partners) regarding the disbursement of the \$300,000;
- e) Copies of all communication between you and Mr. Burch (or anyone else at Lighthouse Partners) regarding the fact that there is a dispute over the \$300,000, including communication regarding your request(s) to Lighthouse Partners to put the funds into the court registry and/or return them to you; and
- f) Copies of all correspondence with Mr. Veira and/or Mr. Burch regarding the fact that Mr. Veira did not agree that the steps had been met to secure the line of credit and that the transaction had worked out to everyone's satisfaction.

See, Letter from Sachia Stonefeld Powell to Holly J. Johnson dated August 3, 2015, attached as Appendix P.

32. Respondent did not provide any of the requested documents.

33. On September 8, 2015, ODC sent Respondent a “10-day letter,” reminding her of the obligation to provide the requested documents by September 21, 2015, and notifying her that her failure to do so could result in her being deposed, disciplined, and subject to interim suspension. See, Letter from Sachia Stonefeld Powell to Holly J. Johnson dated September 8, 2015, attached as Appendix Q.

34. Respondent did not provide the requested documents.

35. On September 24, 2015, ODC filed a Petition for Interim Suspension, requesting that Respondent’s license to practice law be suspended until she cooperates with the disciplinary investigation. See, Petition for Interim Suspension filed September 25, 2015, attached as Appendix R.

36. On October 22 and 23, 2015, Respondent provided ten documents in response to the requests, as well as a declaration in which she states that she has no additional responsive documents. See, documents received from Holly J. Johnson, attached as Appendix S.

37. A show cause hearing on the Petition for Interim Suspension was set for October 29, 2015, but was stricken at the request of ODC based on Respondent’s submissions on October 22 and 23, 2015. See, Order Striking Petition for Interim Suspension Pursuant to ELC 7.2(a)(3), filed October 27, 2015, attached as Appendix T.

38. Despite ODC's requests for supporting documentation, Respondent never provided documentation to support the claim that Mr. Veira approved the financing guarantee in accordance with the escrow agreement. She also did not provide documentation to support the disbursements.

39. Respondent's conduct with respect to Mr. Veira's matter and the grievance he filed against her appears to have violated RPC 1.15A and 1.15B, RPC 3.4(c), RPC 8.4(b) (by violating RCW 9A.56.030), RPC 8.4(c), RPC 8.4(i), RPC 8.4(j), and RPC 8.4(l), and ELC 5.3(f) and ELC 5.5(d).

Ragussis Grievance

40. On or before July 9, 2015, Respondent agreed to serve as escrow agent on a transaction between Daniel Ragussis, on behalf of his company Atomic Features, and Gary Jones, on behalf of 3Arck Capital. See, Grievance filed by Daniel Ragussis against Holly Johnson, dated September 10, 2015, attached as Appendix U.

41. Under the agreement, Mr. Ragussis was to deposit \$430,000 in escrow and Mr. Jones was to deposit \$3,885,000 in escrow by July 5, 2015. These funds were to be held until certain conditions were met. See, Escrow Agreement, attached as Appendix V.

42. On June 9, 2015, Mr. Ragussis deposited \$430,000 via wire transfer into Chase Bank account XXXXX1808, a business checking account belonging to Respondent, which is not a trust account. See, Citibank Domestic Money Transfer form, attached as Appendix W.

43. Mr. Jones never deposited his portion of the escrow funds. On July 28, 2015, Mr. Ragussis began requesting that Respondent return his money. See, Letter from Keisha R. Perry to Holly J. Johnson, dated July 28, 2015, attached as Appendix X.

44. Respondent has not returned Mr. Ragussis's money. See, Declaration of Keisha R. Perry, dated February 23, 2016, attached as Appendix Y.

45. Instead, according to bank records, between June 9 and 30, 2015, Respondent disbursed the majority of the funds, and had disbursed almost all of it by September 30, 2015, as follows:

Date	Month, year	Transaction Type	Deposits	Disbursement	Balance
06/08		From bank statement - daily ending balance as of June 8, 2015	989.65		989.65
06/09	in June 2015	ATM cash dep - California Ave	100.00		1,089.65
06/09	in June 2015	Funds received from Daniel Ragussis	430,000.00		431,089.65
06/26	in June 2015	On-line transfer to #1720 (account of Douglas Burch, associated with Lighthouse Partners)		6,000.00	425,089.65
06/30	in June 2015	Checks clearing the bank [not payable to		22,846.00	402,243.65

Date	Month, year	Transaction Type	Deposits	Disbursement	Balance
		Holly Johnson, but including one check in the amount of \$15,674 payable to Tilden, a Seattle school, for "tuition," one check in the amount of \$5000 payable to Brooke Vaughey ³ , one check in the amount of \$1227 payable to Mainstreet Financial Services, and one check in the amount of \$945 payable to S&L Realty, a Seattle-area property management company)			
06/30	in June 2015	Checks clearing the bank payable to Holly Johnson		2050.00	400,193.65
06/30	in June 2015	ATM & Debit card withdrawals (for such things as Safeway, Uber, Amazon, Safeco Insurance and Seattle-area restaurants)		4,964.85	395,228.80
06/30	in June 2015	Electronic withdrawals (including \$11,422.52 to the State of Washington)		13,257.80	381,971.00
06/30	in June 2015	Other bank and WT fees		29.00	381,942.00
06/30	in June 2015	Withdrawals not otherwise listed herein		323,500.00	58,442.00
06/30	Deposit	card purchase returns	22.95		58,464.95
07/14	in July 2015	Withdrawals not otherwise listed		10,000.00	48,464.95

³ Possibly related to Nicholas Vaughey, aka Andrew Bloom, who is associated with Lighthouse Partners.

Date	Month, year	Transaction Type	Deposits	Disbursement	Balance
07/31	in July 2015	card purchase returns	47.85		48,512.80
07/31	in July 2015	Check clearing the bank (payable to A Child Becomes, a Seattle preschool, for "tuition")		4,512.50	44,000.30
07/31	in July 2015	Checks clearing the bank payable to Holly Johnson		13,000.00	31,000.30
07/31	in July 2015	ATM & Debit card withdrawals (for such things as Safeway, magazine subscriptions, Ann Taylor, Uber, and Seattle-area restaurants)		6,548.77	24,451.53
08/17	in August 2015	card purchase returns	27.89		24,479.42
08/17	in August 2015	Withdrawals not otherwise listed		3,000.00	21,479.42
08/24	in August 2015	Checks clearing the bank payable to Holly Johnson		2,000.00	19,479.42
08/31	in August 2015	Square Inc	414.28		19,893.70
08/31	in August 2015	ATM & Debit card withdrawals (for such things as Amazon, Uber, eBay, West Seattle Bowl, and Seattle-area restaurants)		3,400.71	16,492.99
09/01	in September 2015	Check clearing the bank (payable to S&L Realty, a Seattle-area property management company)		945.00	15,547.99
09/14	in September 2015	card purchase returns	18.19		15,566.18
09/16	in September 2015	Electronic withdrawals (all to Amazon)		225.54	15,340.64
09/28	in September 2015	Other bank and WT fees		2.00	15,338.64

Date	Month, year	Transaction Type	Deposits	Disbursement	Balance
09/30	in September 2015	ATM & Debit card withdrawals (for such things as Amazon, Uber, Trader Joe's, Target, and Seattle-area restaurants)		5,150.78	10,187.86
			431,620.81	421,432.95	10,187.86

See, Chase Bank statements and related documents for account XXXXX1808 for May 1 through September 15, 2015, attached as Appendix Z.

46. As set forth above, Respondent withdrew a total of \$17,050 from the account via checks made payable directly to her. See, Appendix Z.

47. As described above, through a series of six transactions in June 2015, Respondent withdrew \$323,500 from the account. See, Appendix Z. This is less than three months after she was notified of Mr. Veira's grievance in which he expressed his concerns about her actions regarding the funds he had placed in escrow with her. See, Appendices C and J.

48. Without Respondent's cooperation⁴ ODC has been unable to determine who received the funds Respondent disbursed from the account. In fact, ODC is unable to ascertain the specific purpose for many of the

⁴ See, paragraphs 65-77, below.

disbursements made between June and August 2015, although most of the ATM/debit card transactions appear to be for living expenses such as groceries, Seattle-area restaurants, and online purchases.

49. Respondent never sent Mr. Ragussis any written notice that she was disbursing the funds she held on his behalf. See, Appendix Y.

50. In July 2015, Mr. Ragussis hired lawyer Keisha Perry to help him obtain his money from Respondent. See, Appendix Y.

51. Beginning on July 22, 2015, Ms. Perry made several calls to Respondent but did not reach her. See, Appendix Y.

52. A third party (E.J. Walton) arranged for a conference call with Ms. Perry and Respondent on July 24, 2015, between 2:00 and 3:00 Pacific time. Ms. Perry called Respondent repeatedly during that time but did not reach her. See, Appendix Y.

53. On July 28, 2015, Ms. Perry sent Respondent a demand letter. See, Appendix Y.

54. On July 29, 2015, Ms. Perry sent Respondent several e-mails and telephoned her office multiple times, but received no reply. See, Appendix Y.

55. On July 29, 2015, Ms. Perry was having a telephone conversation with Mr. Walton and Mr. Walton called and reached Respondent, adding her to the call with Ms. Perry. Ms. Perry asked

Respondent whether she still exercised control over the funds. Respondent did not answer the question, but told Ms. Perry that there were things that she (Ms. Perry) did not know about, and that Respondent would have to look into some things to get to the bottom of the matter. See, Appendix Y.

56. In a subsequent conversation with Ms. Perry on July 29, 2015, Respondent told her that Mr. Jones was entitled to the funds, but Respondent did not confirm whether or not she had disbursed the funds to Mr. Jones. See, Appendix Y.

57. During a July 31, 2015 email exchange, Respondent told Ms. Perry that she did not sign the escrow agreement – that her signature on the agreement was forged – and that she had a separate written agreement with Mr. Jones that she would send to Ms. Perry. Respondent also told Ms. Perry that she would call her to discuss the matter, but never did so. Respondent never sent Ms. Perry a copy of the purported side agreement with Mr. Jones. See, Appendix Y.

58. Mr. Jones denies that he had a separate agreement with Respondent, denies receiving any of the funds from this transaction, and denies directing Respondent to disburse the funds. He agrees that the escrow transaction was never completed, and believes that the funds

should be returned to Mr. Ragussis. See, Declaration of Brian McCarthy, dated February 24, 2016, attached as Appendix AA.

59. On July 30, 2015, Respondent acknowledged in a text message to Ms. Perry that she was working with “Gary” (Mr. Jones) to resolve the issue. See, Appendix Y.

60. On July 31, 2015, Respondent sent Ms. Perry an e-mail stating:

The escrow agreement you have was forged. I have never seen it before. Look at the fonts they are all different. I had another one sent to me yesterday, same agreement with different parties, different dates etc. again one I never signed. I can forward that to you if you'd like. Gary left me coordinates yesterday to wire the money to his personal account by the way.⁵ Gary signed another agreement with the other parties stating the money was his free and clear.

See, Appendix Y.

61. In an e-mail to Ms. Perry dated August 4, 2015, Respondent stated that: “The contract Gary entered into with the escrow money is still in play. I can send you the contract I signed. The one you have I never signed. My signature must have been cut and pasted. I have been sent another contract Gary forged too. I can send you proof of that too.” See, Appendix Y.

⁵ By July 30, 2015, the date of this e-mail, less than 10% of the original deposit remained in Respondent’s account. Based on the bank records, it does not appear that any of the funds were disbursed to Mr. Jones.

62. Respondent never sent Ms. Perry a copy of a contract or escrow agreement that she acknowledged signing. See, Appendix Y.

63. On September 10, 2015, Daniel Ragussis filed a grievance against Respondent, which we assigned ODC File No. 15-01639. See, Appendix U.

64. On September 14, 2015, ODC transmitted Mr. Ragussis's grievance to Respondent and requested her preliminary written response. See, Acknowledgement / Request for Response, dated September 14, 2015, attached as Appendix BB.

65. On September 16, 2015, ODC transmitted a Request for Response to Grievance to Respondent and requested her written response to six specific questions, and requested certain documentation. See, Request for Response to Grievance, dated September 16, 2015, attached as Appendix CC.

66. Respondent did not respond to either letter.

67. On October 7, 2015, ODC issued a subpoena duces tecum commanding Respondent to appear for a deposition on October 26, 2015, and to bring certain records with her. See, Subpoena Duces Tecum, dated October 7, 2015, attached as Appendix DD.

68. ODC investigator Brian McCarthy personally served Respondent with the subpoena on October 7, 2015. See, Declaration of

Service of Subpoena Duces Tecum, dated October 7, 2015, attached as Appendix EE.

69. At that time, Respondent told Mr. McCarthy that the funds at issue in the grievance belonged to Gary Jones and that she disbursed those funds in accordance with Mr. Jones's instructions. Respondent stated that she became associated with Mr. Jones through Lighthouse Partners, an investment firm.⁶ Respondent stated that the funds were disbursed to Lighthouse Partners, to entities associated with Lighthouse Partners, and to herself. When asked why Mr. Jones would need her to disburse his own funds to his own associates at Lighthouse Partners, Respondent replied that she did not know. Respondent also stated that Mr. Jones forged her signature on the escrow agreement with Mr. Ragussis but that Respondent had a separate agreement with Mr. Jones, which she would provide with her response to the grievance. See, Appendix AA.

70. Respondent never provided the purported separate agreement to ODC.

71. On October 16, 2015, Respondent sent an e-mail in which she stated: "I know today is the 30 due date for my response. I have been very ill again this week and wasn't able to get it out to you. I will send it

⁶ Respondent had prior business transactions and personal dealings with Lighthouse Partners.

out Monday in hopes I'm feeling better. I just wanted to let you know I am still planning on responding and that I am not intentionally not responding. Thank you.” See, e-mail from Holly J. Johnson to Sachia Stonefeld Powell, dated October 16, 2015, attached as Appendix FF.

72. Respondent did not provide a response the following Monday.

73. On October 20, 2015, ODC sent Respondent a “10-day letter,” reminding her of the obligation to provide the requested documents by November 2, 2015, and notifying her that her failure to do so could result in her being deposed, disciplined, and subject to interim suspension. See, letter from Sachia Stonefeld Powell to Holly J. Johnson, dated October 20, 2015, attached as Appendix GG.

74. On October 26, 2015, Respondent failed to appear for the deposition. See, transcript of deposition of Holly J. Johnson, dated October 26, 2015, attached as Appendix HH.

75. On October 28, 2015, Respondent sent an e-mail in which she stated: “I will get my response out tomorrow no later than Friday hopefully. I am been really [sic] these few weeks and can't kick it. Just letting you know.” See, e-mail from Holly J. Johnson to Sachia Stonefeld Powell, dated October 28, 2015, attached as Appendix II.

76. On November 2, 2015, Respondent provided her written response. In it, she denied any involvement in the transaction and stated

that her signature on the escrow agreement was forged. She denied receiving any funds sent on behalf of Atomic Features. She deferred further inquiries to Gary Jones. She did not provide a client file or billing/trust records as requested. See, Response of Holly J. Johnson, received on November 2, 2015, attached as Appendix JJ.

77. During an interview of Gary Jones on October 7, 2015, Mr. Jones denied that he had a separate agreement with Respondent, denied receiving any of the funds from the transaction involving Daniel Ragussis, and denied directing Respondent to disburse the funds. See, Appendix AA.

78. Respondent's conduct with respect to Mr. Ragussis's matter appears to have violated RPC 1.15A, RPC 8.1(a), RPC 8.4(b) (by violating RCW 9A.56.030), RPC 8.4(c), RPC 8.4(i), and RPC 8.4(l), and ELC 5.3(f) and ELC 5.5(d).

79. On February 3, 2016, a Review Committee of the Disciplinary Board ordered these matters consolidated with a third matter for a hearing. See, Copies of the Review Committee's Orders, attached to this declaration as Appendix KK.

80. The Review Committee also found that, based on her conduct in the Veira and Ragussis matters, Respondent's continued practice of law poses a substantial threat of serious harm to the public, and unanimously

recommended that Respondent be suspended from the practice of law under Rule 7.2(a) of the Rules for Enforcement of Lawyer Conduct (ELC). See, Copies of the Review Committee's Orders, attached to this declaration as Appendix KK.

81. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Feb. 25, 2016 Seattle,
Date & Place WA


Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel

APPENDIX A

COMMERCIAL ESCROW / Exhibit B
IRREVOCABLE ESCROW TERMS
RE: Contract/Transaction Number: 3314JVINGBY10SBLCSOB

This Escrow Services Agreement ("Agreement") is entered into on May 7, 2014 ("Effective Date") by and between LAW OFFICES OF HOLLY J. JOHNSON with offices located at 119 1st Avenue South, Suite 260, Seattle, Washington 98104 ("Escrow Agent"), JVINIC B.V. (Registration #RABK 54929879) with offices at Weena 250, Rotterdam, The Netherlands, 3012NJ ("Client"), and LIGHTHOUSE PARTNERS LLC (Registration # E0245712613-9) with offices located at 10161 West Park Run Drive, Suite 150, Law Vegas NV 89145 ("Agent"). Client, Agent and Escrow Agent may be referred individually as a "Party" or collectively as the "Parties."

1. PURPOSE OF THIS AGREEMENT: The Agent shall provide from its Investor a "Cashed Backed" SBLC verification as follows:

1. Lighthouse Partners, LLC (Agent) will obtain and provide an email to the client at the following email address: Jurnalveira@jvining.com with the "Cashed Backed" SBLC information from Standard Chartered Bank Singapore (Swift Code SCBLSGSG) or equal from its investor in the amount of \$30,000,000.00 valid for 30 days term of usage (the "Account") as shown in status designated name as follows: JVINIC B.V. as per "Exhibit A";
2. Client agrees to arrange a conference call with Lighthouse Partners LLC banking Representative and the receiving Banker within 24 hours of receipt of account information; Lighthouse Partners agrees to provide client with a delivery report (MT-020 or MT-021) from the sending bank to assist HSBC in tracking and locating the MT-760 swift.
3. As soon as the Banker at the Receiving Bank verifies receipt of the authenticated and confirmed "Cashed Backed" SBLC sent via MT760 with the client as per Exhibit A, funds are released without further instruction. Client's receiving bank shall have up to (3) three banking days to confirm the authenticity of the delivered "Cash Backed" SBLC via MT 760.

In exchange for providing the "Cashed Backed" SBLC Account, the Agent shall receive an initial payment by the Client in a wire transfer of the amount of Three Hundred Thousand USD (\$300,000 USD) by placing these funds into escrow with the Escrow Agent. THE CLIENT WARRANTS THAT THE FUNDS ARE LEGALLY EARNED, GOOD, CLEAN & CLEARED FUNDS OF NON-CRIMINAL ORIGIN, FREE OF ANY LIENS OR ENCUMBRANCES. Upon deposit of the funds, and the Escrow Agent verifying the delivery of the "Cashed Backed" SBLC Account via MT 760 as per 1.3 above, the Escrow Agent shall release the funds less the Escrow Agent's fee and wire the initial payment to the Agent. The Escrow Agent shall then forward a report of the delivered "Cashed Backed" SBLC Account confirmation to the Client and this Agreement shall be considered completed and escrow closed.

In the event that the Escrow Agent does not receive the confirming transmission report from receiving bank, then the Escrow Agent will hold the Escrow Deposit until resolution is achieved, but not more than Five (5) calendar days at which time the Escrow Deposit will be returned less the Escrow Fee, by transferring the funds to the account from which they were sent by Client to Escrow Agent.

2. ESCROW AGENT DUTIES: The Escrow Agent shall receive by wire transfer from the Client the amount of Three Hundred Thousand USD (\$300,000 USD) as an initial payment for the issuance of a "Cashed Backed" SBLC via MT760 plus Four Thousand USD (\$4,000 USD) escrow agent fee for a total amount of Three Hundred and Four Thousand USD (\$304,000 USD total). Immediately upon the Escrow Agent confirming the delivery of the "Cashed Backed" SBLC Account as shown in section 1.3 above, the Escrow Agent shall release the funds held in escrow less escrow fees according to the terms of this Agreement to the Agent, and forward an email of the delivery report of the Account to the Client. This escrow shall be considered closed upon disbursement of the escrowed funds less escrow fees.

Parties' Initials: DB _____ JV  _____ FH _____
2/9/2014

3. All funds, documents or property ("Escrow Property") received into escrow shall be deposited with other escrow funds in a general trust account of the Escrow Agent. The Escrow Agent is not a party to, or bound by, any provisions contained in the Escrow Property which may be deposited under, evidenced by, or arise out of this Agreement, acts as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the Escrow Property or with respect to the form or execution of the Escrow Property, or the identity, authority or right of any person executing or depositing the Escrow Property.

4. The Escrow Agent shall be entitled to a non-refundable escrow fee ("Escrow Fee") of Four Thousand Dollars (\$4,000USD) payable by the client.

5. The Parties shall indemnify and hold the Escrow Agent harmless against any loss, liability, damage, cost or expense, including reasonable attorneys' fees, (a) related in any way to the Escrow Agent's acting upon any notice, request, waiver, consent, report or other paper or document believed by the Escrow Agent to be signed by the authorized representatives of the Parties, and (b) incurred in connection with any act or thing done under this Agreement.

6. In consideration of acceptance of this appointment by the Agent, client agrees to indemnify and hold the Escrow Agent harmless as to any liability incurred to any person, firm or corporation by reason of its having accepted same or in carrying out any of the terms of this Agreement, and to reimburse the escrow agent for all its expenses, including among other things, attorney fees as well as arbitration and/or court costs or other dispute costs that may arise that are incurred by reason of its position or actions taken pursuant to this Agreement including the fees incurred for time spent on defending any disputes arising under this Agreement. The Parties shall agree that the Escrow Agent shall not be liable to any of them for any actions taken by the Client pursuant to the terms of this Agreement. The Escrow Agent is hereby authorized, in its exclusive discretion, to obey and comply with all writs, orders, judgments or decrees issued by any court or administrative agency affecting any money, documents or things held in escrow by the Agent. The Escrow Agent shall not be liable to any of the Parties, their successors, heirs or personal representatives by any reason such as the Agent's compliance with such writs, orders, judgments or decrees, notwithstanding such writ, order, judgment or decree is later reversed, modified, set aside or vacated.

7. NOTICES: All notices, requests, demands, and other communications under this escrow shall be either in writing or sent by facsimile transmission with written confirmation mailed and shall be deemed to have been duly given on the date of service if served personally, or sent by facsimile transmission, or on the fifth (5th) day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed.

8. The Escrow Agent shall have duties only to the Parties, and no person shall be deemed a third party beneficiary to this Agreement. In the event of any disagreement between the Parties, or any of them or any other person or persons whether or not named in this Agreement, and adverse claims or demands are made in connection with or for any of the Escrow Property, the Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand so long as such disagreement shall continue, and in so doing, the Escrow Agent shall not be or become liable for any damages or interest to the Parties, or any of them, or to any other person or persons for the Escrow Agent's failure or refusal to comply with such conflicting or adverse claims or demands.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF WASHINGTON, EXCLUDING ITS CONFLICT OF LAW PRINCIPLES. SHOULD A DISPUTE ARISE, ALL PARTIES SUBMIT TO PERSONAL AND SUBJECT MATTER JURISDICTION IN SEATTLE, WASHINGTON AND WAIVE ANY OBJECTION TO VENUE.

10. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the Parties rather than the judicial process according to Section 12. It is understood that the Parties waives any right to a jury trial or a trial in a court of law. The Parties understand that the rules applicable to arbitrations and the rights of Parties in arbitrations differ from the rules and rights applicable in court. If the Parties cannot agree on an arbitrator, then the arbitrator chosen by the Escrow Agent shall arbitrate any and all disputes. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect for Seattle Washington and the arbitration shall take place in Seattle, Washington. The decision of the arbitrator shall be binding and final on all the Parties. If a Party fails to participate in the Arbitration, the Escrow Agent shall have the exclusive right to bring the

Parties' Initials: DB _____ JV  _____ HJ _____

5/9/2014

non-participating party(ies) into a court of law and pursue resolution in the state and federal courts located in according to Section 12. Otherwise, all Parties shall resolve their dispute in the arbitration.

11. In the event that the Escrow Agent performs any services not specifically provided in this Agreement or there is an assignment or attachment of any interest in the subject matter of the escrow established hereby or any modification, or any dispute or controversy arises under this Agreement, or the Escrow Agent is named as a party to, or intervenes in, any litigation pertaining to this escrow or its subject matter, the Escrow Agent shall, in addition to fees and charges for ordinary services, be reasonably compensated and reimbursed for all costs and expenses, including but not limited to the Escrow Agent's own fees incurred for time spent on this matter. The Escrow Agent shall have a first lien on the Escrow Property for such compensation and expenses, and the Parties agree jointly and severally to pay the amounts to the Escrow Agent.

12. The terms of this Agreement are not intended to amend, modify, or supersede any prior contract or agreement that may contain certain contingencies by and between the Parties (excluding the Escrow Agent) that may not be set forth in this Agreement. The Escrow Agent is a party only to this Agreement and any such terms in other agreements shall have no impact on this Agreement or the Escrow Agent.

13. This Agreement shall not be subject to modification or rescission except upon report by the Escrow Agent of written instructions from each of the Parties or their successors in interest, and no such rescission or modification shall be effective unless consented to by the Escrow Agent in writing. Client and the Agent hereby acknowledge that they have provided all that is required by the Agent and the sending bank including but not limited to required documentation and applicable fees as referenced within.

14. The provisions of Articles 3 through 19 shall survive termination or expiration of this Agreement for any reason.

15. This Agreement may only be amended by a writing signed by all of the Parties.

16. UPON THE DISBURSEMENT OF THE FUNDS AND ANY DOCUMENTS, THIS ESCROW SHALL BE CONSIDERED CLOSED. IF RECEIPT OF THE ESCROW PROPERTY AND THE DISBURSEMENT OF FUNDS HAS NOT BEEN MADE BY THE SIXTH BUSINESS DAY FOLLOWING RECEIPT OF THE ESCROW FUNDS, THE ESCROW PROPERTY SHALL BE RETURNED TO THE PARTY WHO PROVIDED THE FUNDS OR DOCUMENTS UPON REQUEST.

17. EACH OF THE PARTIES STATES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT. IF THE PARTIES DESIRE LEGAL ADVICE, PLEASE CONSULT WITH YOUR ATTORNEY BEFORE SIGNING.

18. This Agreement may be executed in counterpart originals, which may be delivered via facsimile or electronic scan to the respective Parties.

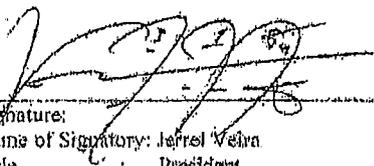
<Signature Page to Follow>

Parties' Initials: DB _____ JV _____ HJ _____


5/9/2014

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth first above,

CLIENT: JVINCO B.V.



Signature: _____
Name of Signatory: Jerrel Velra
Title : President
Address : 250 Weena, Rotterdam, The Netherlands, 3012NJ
PH : _____
Fax : _____
Email : jerrel.velra@jvinc.com

LIGHTHOUSE PARTNERS LLC

Signature: _____
Name of Signatory: Mr. Douglas Bardu
Title: Managing Member
Name of Company: Lighthouse Partners LLC
Address: 10161 West Park Run Drive, Suite 150
City/State/Zip/County: Las Vegas NV 89145
Phone: (702) 318-6523
Fax: (702) 318-6551
Email: laurence@lighthousepartnersllc.com
dave@lighthousepartnersllc.com

ESCROW AGENT

Signature: _____
Name: Holly J. Johnson, Esq
Title: Escrow Agent
Company: The Law Offices of Holly J. Johnson
Address: 119 1st Ave, South, Suite 260,
Seattle, Washington, 98104
Phone: _____
Email: hjohnson.attorney@gmail.com

Parties' Initials: DJ _____ JV  _____ HJ _____
5/2/14

IN WITNESS WHEREOF the parties hereto have signed this Agreement effective as of the day and date first above written.

CLARENCE J. JAMES, JR.

[Handwritten signature]

Name of Signatory: Clarence J. James, Jr.
Title: President
Address: 1000 W. Wilson, Richmond, The Netherlands, 31125J
City: ROTTERDAM
Country: THE NETHERLANDS

LEIGHTON SCAMISTER, III

Name of Signatory: *[Handwritten signature]*
Title: Chairman, Memphis
Address: 1000 W. Wilson, Richmond, The Netherlands, 31125J
City: ROTTERDAM
Country: THE NETHERLANDS

LEIGHTON SCAMISTER, III

Name of Signatory: *[Handwritten signature]*
Title: Chairman, Memphis
Address: 1000 W. Wilson, Richmond, The Netherlands, 31125J
City: ROTTERDAM
Country: THE NETHERLANDS

Date: 12/1/84

ESCROW AGENTS TRUST BANKING INFORMATION

Wire Coordinates:

Law Offices of Holly J. Johnson,
119 1st Avenue S, Suite 200
Seattle, WA 98104
(206) 408-8078

BANK NAME: JPM CHASE, SEATTLE, WA BRANCH
BENEFICIARY: LAW OFFICE OF HOLLY J. JOHNSON
DOMESTIC ROUTING NUMBER: [REDACTED]
SWIFT CODE -CHASUS33 -
ACCOUNT NUMBER - [REDACTED]
AMOUNT: \$304,000.00 USD
(Note: 3314JINC BY 10MSBLCSOB)

Parties' Initials: QB

IV.  HP

5/9/04

EXHIBIT "A"
SPECIMEN WORDING OF SWIFT MT 700

SENDING BANK:
STANDARD CHARTERED BANK, SINGAPORE
SWIFT CODE: SCBLSGSG

RECEIVING BANK:
BANK NAME: HSBC HONG KONG
BANK OFFICER: KAS IP, VICE PRESIDENT
BANK OFFICER PHONE: 852-3553-3506
BANK OFFICER EMAIL: kaseip@hsbc.com.hk
BENEFICIARY ACCOUNT NAME: STERLING CAPITAL LIMITED
ACCOUNT NO: [REDACTED]
SWIFT CODE: HSBCHKHHKH

STANDBY LETTER OF CREDIT NUMBER: XXXXXX
AMOUNT: \$10,000,000.00 (TEN MILLION UNITED STATES DOLLARS)
CURRENCY: USD
DATE OF ISSUE: 2014
DATE OF EXPIRATION: 2015

FOR VALUE RECEIVED WE THE UNDERSIGNED BY ORDER OF J.V. INC B.V. 250 WILLEM,
ROTTERDAM 3012NJ, THE NETHERLANDS (HEREINAFTER CALLED "THE APPLICANT") WE
(STANDARD CHARTERED BANK, SINGAPORE), HEREBY IRREVOCABLY AND UNCONDITIONALLY
WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF
CREDIT ON FIRST DEMAND, TO THE ORDER OF STERLING CAPITAL LIMITED, 1301 BANK OF
AMERICA TOWER, 12 HARCOURT ROAD, CENTRAL HONG KONG, OR ITS ASSIGNS, THE SUM OF
10,000,000.00 (TEN MILLION DOLLARS) IN THE LAWFUL CURRENCY OF THE UNITED STATES
UPON PRESENTATION AND SURRENDER OF THIS LETTER OF CREDIT AT OUR OFFICES AT
(XXXXX SINGAPORE) AT MATURITY IN ONE YEAR AND ONE DAY FROM THE ISSUE DATE

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTION
OR CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE AND BEING THIS GUARANTEE VALID
UNTI FIFTEEN DAYS AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND IN FULL IF
YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT OR TESTED TELE MESSAGE IS NOT
IN OUR POSSESSION ON OR BEFORE THAT DATE

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES
OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 521/98) AND ANY
DISPUTE ARISING THERE FROM SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL
COURT OF ARBITRATION (PARIS, FRANCE).

THIS CASE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE
AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK TO BANK BASIS. ALL CHARGES ARE
FOR THE ACCOUNT OF THE APPLICANT THIS LETTER OF GUARANTEE EXPIRES ON (XXXXX)

(AUTHORIZED BANK OFFICER)

(AUTHORIZED BANK OFFICER)

Printed initials: DS

22

IV

[Handwritten signature]
5/19/14

III

HS

5/19/14

APPENDIX C

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: **3/24/2015 6:21:00 AM**
 Confirmation Number: **201503240001**

INFORMATION ABOUT YOU**Veira, Jerrel**

Last Name, First Name, Middle Initial

40 Wall Street

Address

28th Floor

Address Line 2

New York City, NY 10005

City, State, and Zip Code

Country

Phone Number

Weena 250

Alternate Address

Alternate Address Line 2

Rotterdam, 3012NJ

Alternate City, State, and Zip Code

INFORMATION ABOUT THE LAWYER**Johnson, Holly**

Last Name, First Name

2610 42nd Ave SW Apt 203

Address

Address Line 2

Seattle, WA 98116

City, State, and Zip Code

Country

(206) 679-1781

Phone Number

32784

Bar Number (if known)

Netherlands

Alternate Country

██████████
Alternate Phone Number

jerrel.veira@jvinc.com

Email Address

INFORMATION ABOUT YOUR GRIEVANCE

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

I am an opposing party

Is there a court case related to your grievance?

Yes

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

NO. 14 2 28870 2 SEA Please refer to my attorney for additional information: C. Chip Goss WSBA # 22112 Attorneys for J.V. Inc. B.V. 330 112th Ave. NE, Suite 301 Bellevue, WA 98004 425.489.2878 Chip@TaceyGoss.com

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.

To whom it may concern;

My name is Jerrel Veira, I am the owner of JV Inc., and I have been in litigation with attorney Holly Johnson for over 7 months to obtain my escrow deposit back that I placed into Ms.Johnson's JP Morgan escrow account on behalf of her client Lighthouse Partners.

I contracted with Lighthouse Partners, which is a Nevada based brokerage firm to obtain and monetize a stand by letter of credit back in January of 2014.

Per the terms of the contract Lighthouse Partners instructed me to place \$300,000 into Holly Johnson's escrow account, who would serve as the closing agent for the transaction.

My firm placed the \$300,000 into Ms.Johnson's escrow account around May of 2014 once instructed to by Lighthouse Partners. Lighthouse Partners was then suppose to provide a verifiable SBLC from a bank that both parties contractually agreed upon, which they never supplied to my firm.

JV Inc. then formally terminated the business agreement with Lighthouse Partners and instructed Holly Johnson to return the funds that was placed in her escrow account due to breach of contract in June of 2014.

Ms. Johnson, did not respond to our requests to return the escrow deposit, which led us to seek out attorney Chip Goss ESQ. Mr. Goss had a few conversations with Ms. Johnson which subsequently went no where, which led us to file a formal complaint with the Seattle court of law.

Ms. Johnson was ordered to return the escrow deposit by the court in November of 2014, and she still did not comply which led to Mr. Goss to file a motion of contempt on December 10, 2014 after Ms. Johnson stopped communicating with Mr. Goss.

On March 13, 2015 Mr. Goss filed a Writ of Authority to place a hold on Ms. Johnson's escrow account and we still as of March 24, 2015 have not received the escrow deposit in the amount of \$300,000.

It is my personal believe that Ms. Johnson and Lighthouse Partners were running an elaborate financial scam which cost my firm \$300,000 plus attorney fees to try and resolve this matter.

I would encourage and ask the Washington Bar Association to investigate this matter and to file criminal actions against Ms. Johnson since it does not appear that I will ever receive my escrow deposit back.

Thank you in advance for your time and consideration.

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.

The Honorable Dean S. Lum, Dept. 12
Noted for Consideration Thursday, December 18th, 2014

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,

Plaintiff,

v.

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

NO. 14 2 27880 2 SEA

(Proposed)
ORDER OF CONTEMPT AGAINST
DEFENDANT HOLLY J. JOHNSON

This matter came before the undersigned upon Plaintiff J.V. Inc. B.V.'s Contempt Motion
and, the court having considered the court file, briefing and argument of the parties, including:

Contempt Motion;

Declaration of C. Chip Goss Supporting Contempt with Exhibits:

(Proposed)
ORDER OF CONTEMPT AGAINST
DEFENDANT HOLLY J. JOHNSON – 1 of 4

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

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And the court otherwise being fully informed in the premises, it is hereby:

ORDERED, ADJUDGED and DECREED that Defendant Holly J. Johnson is hereby found to be in CONTEMPT for failing without good cause to comply with this court's Order Compelling Defendant Johnson To Interplead Funds issued November 26th, 2014.

FURTHER, Ms. Johnson is again ordered to deposit \$300,000 with the court registry within seven (7) days of the date of this order. Continued failure to comply with this court's orders may subject Defendant Holly J. Johnson to further sanction, including but not limited to award of fees to JV Inc., the striking of defenses, waiver of arbitration and entry of judgment for JV Inc.

Signed this day of December, 2014.

The Honorable Dean S. Lum
King County Superior Court Judge

Presented by:

TACEY GOSS P.S.

/S/ C. Chip Goss

By _____
C. Chip Goss WSBA # 22112
Attorneys for J.V. Inc. B.V.
330 112th Ave. NE, Suite 301
Bellevue, WA 98004
425.489.2878
Chip@TaceyGoss.com

The Honorable Dean S. Lum, Dept. 12
Noted for Show Cause Tuesday, February 17th, 2015 at 4:00pm

FILED
KING COUNTY, WASHINGTON

RECEIVED

FEB -2 2015

FEB 04 2015

SUPERIOR COURT CLERK

TACEY GOSS, PS

EXP07

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,

Plaintiff,

v.

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

NO. 14 2 27880 2 SEA

~~(Proposed)~~ *BMA*
ORDER TO SHOW CAUSE ON MOTION
FOR PRE-JUDGMENT WRIT OF
ATTACHMENT

Clerk's Action Required

THIS MATTER having come before the undersigned ex parte upon JV. Inc.'s Motion For Order to Show Cause On Motion for Pre-Judgment Write of Attachment as to why a Pre-Judgment Writ of Attachment should not issue against \$300,000 of JVI's funds deposited in the JPM Chase account of Defendant Johnson pursuant to the escrow agreement between the parties, Johnson's absention herself to North Dakota, and Johnson's failure to comply with the Order Compelling Johnson to Interplead Funds and subsequent finding of contempt.

The Court having reviewed the Motion for Pre-Judgment Writ of Attachment and supporting Declaration of C. Chip Goss with exhibits, and the pertinent pleadings and files on

BMA
~~(Proposed)~~ ORDER TO SHOW CAUSE
ON MOTION FOR PRE-JUDGMENT
WRIT OF ATTACHMENT - 1 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

1 record herein, and it appearing therefrom to the satisfaction of the Court that this is a proper
2 case for the issuance of a Pre-Judgment Writ of Attachment.

3 NOW, THEREFORE, it is hereby

4 ORDERED, ADJUDGED and DECREED that Defendant Holly J. Johnson shall
5 appear:

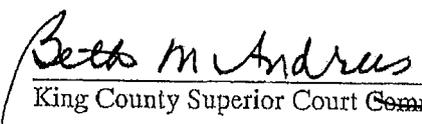
6 Tuesday, February 17, 2015 at 4:00pm

7 At the King County Courthouse, 3rd and Jackson, Seattle, Washington

8 Before the Honorable Dean S. Lum, courtroom E-713

9 And then and there to show cause, if any exists, why a Pre-Judgment Writ of Attachment
10 should not issue.

11 SIGNED this 2^d Feb. day of January, 2015.

12
13
14 
15 King County Superior Court Commissioner

16 JUDGE

17 Submitted by:

18 TACEY GOSS P.S.

19
20 /S/ C. Chip Goss

21 By C. Chip Goss WSBA #22112
22 Attorneys for J.V. Inc. B.V.
23 330 112th Ave. NE, Suite 301
24 Bellevue, WA 98004
25 425.489.2878
26 Chip@TaceyGoss.com

(Proposed) ORDER TO SHOW CAUSE
ON MOTION FOR PRE-JUDGMENT
WRIT OF ATTACHMENT - 2 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Ms. Holly Johnson
Law Offices of Holly Johnson
2610 42nd Ave SW, Apt 203
Seattle, WA 98116-2556

IMPORTANT NOTICE REGARDING CASES

Party requesting hearing must file motion & affidavits separately along with this notice. List the names, addresses and telephone numbers of all parties requiring notice (including GAL) on this page. Serve a copy of this notice, with motion documents, on all parties.

The original must be filed at the Clerk's Office not less than six court days prior to requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance).

THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES AND ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY.

The SEATTLE COURTHOUSE is in Seattle, Washington at 516 Third Avenue. The Clerk's Office is on the sixth floor, room E609. The Judges' Mailroom is Room C203.

The Honorable Dean S. Lum, Dept. 12
Noted for Consideration Thursday, December 18th, 2014

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,

Plaintiff,

v.

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

NO. 14 2 27880 2 SEA

DECLARATION OF C. CHIP GOSS
SUPPORTING CONTEMPT

C. Chip Goss declares:

1. I am counsel for J.V. Inc. B.V. (JVI).
2. Attached as Exhibit A is a true and correct copy of the Order Compelling Defendant Johnson To Interplead Funds.
3. I did cause Order Compelling Defendant Johnson To Interplead Funds to be provided to Defendant, Holly J. Johnson on November 26th, 2014 by delivery to her address with the bar.

DECLARATION OF C. CHIP GOSS
SUPPORTING CONTEMPT - 1 of 5

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

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4. Attached as Exhibit B is a true and correct copy of my email exchange with Ms. Johnson wherein she represented she would deposit JV Inc.'s \$300,000 into the court registry Friday, December 5th, 2014.

5. Attached as Exhibit C is a true and correct copy of my email to Ms. Johnson inquiring whether she deposited the funds as required. She has not responded.

6. On this day I telephoned the court's accounting department who advised that no deposit has been made.

The foregoing is true and correct to the best of my knowledge under penalty of perjury of the laws of the state of Washington, and I would so testify.

Signed in Seattle, Washington this 10th day of December, 2014.

/S/ C. Chip Goss

C. Chip Goss WSBA #22112
Attorney for JV Inc.

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The Honorable Dean S. Lurr, Dept. 12
Noted for Consideration Wednesday, November 26th, 2014

IT IS ORDERED that moving party
is required to provide a copy of this order
to all parties who have appeared in the case.

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC, B.V., a foreign company,

Plaintiff,

v.

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

NO. 14-2-27880-2-SEA

~~(Proposed)~~ **DSL**
ORDER COMPELLING JOHNSON TO
INTERPLEAD FUNDS

This matter came before the undersigned upon Plaintiff J.V. Inc. B.V.'s Motion to
Compel Arbitration and Interpleader, where no opposition has been filed after proper service and
J.V. Inc. having withdrawn its motion as to Lighthouse Partners, Inc, and the court having
considered the court file, briefing and argument, including:

Motion to Compel Arbitration and Interpleader;

Declaration of Jerrel Veira Supporting Motion to Compel Arbitration and Interpleader
with Exhibits;

Declaration of C. Chip Goss Supporting Motion to Compel Arbitration and Interpleader
with Exhibits;

~~(Proposed)~~ **DSL**
ORDER COMPELLING JOHNSON TO
INTERPLEAD FUNDS AND LIGHTHOUSE
TO ARBITRATION - 1 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.486.2678 - Facsimile 425.486.2872
www.taceygoss.com

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Reply Supporting Motion to Compel Arbitration and Interpleader;

2nd Declaration of C. Chip Goss Supporting Interpleader (*appending Return of Service*)

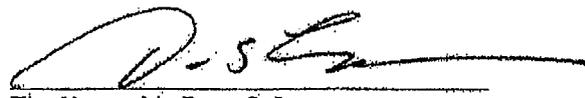
No opposition filed DSC

DKG

And the court otherwise being fully advised in the premises, it is hereby:

ORDERED, ADJUDGED and DECREED that Plaintiff's Motion to Compel Interpleader is GRANTED. Defendant Holly J. Johnson is hereby ordered to deposit \$300,000 with the court registry within seven (7) days of the date of this order. Should Defendant Holly J. Johnson fail to comply, the court may consider imposing contempt and/or monetary sanctions.

Signed this 26th day of November, 2014.



The Honorable Dean S. Lum
King County Superior Court Judge

Presented by:

TACEY GOSS P.S.

/S/ C. Chip Goss

By

C. Chip Goss WSBA # 22112
Attorneys for J.V. Inc. B.V.
330 112th Ave. NE, Suite 301
Bellevue, WA 98004
425.489.2878
Chip@TaceyGoss.com

~~(Proposed)~~ *DSC*
ORDER COMPELLING JOHNSON TO
INTERPLEAD FUNDS AND LIGHTHOUSE
TO ARBITRATION - 2 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office: 425.489.2878 • Facsimile: 425.489.2872
www.taceygoss.com

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EXHIBIT B

DECLARATION OF C. CHIP GOSS
SUPPORTING CONTEMPT - 4 of 5

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 • Facsimile 425.489.2872
WWW.TACEYGOSS.COM

Chip Goss

From: Holly Johnson [hjohnson.attorney@gmail.com]
Sent: Tuesday, December 02, 2014 3:55 PM
To: Chip Goss
Subject: Re: Catching up

Chip,

Thank you for your prompt response. Yes I am agreeing to deposit the funds as soon as I return. I will keep you updated. I do anticipate getting back hopefully Thursday eve or Friday but I'm driving with my brother who is helping me transport some heirlooms. (Too much information but to explain issues) I am happy to rid of this and let others figure it out.

Regards,

Holly

Sent from my iPhone

> On Dec 2, 2014, at 3:36 PM, Chip Goss <Chip@tacevgoss.com> wrote:
>
> Greetings Ms. Johnson:
>
> Thank you for your response. I'm sorry to learn of your Mother.
>
> Please be clear. Are you agreeing to deposit my client's \$300,000 with the court registry promptly upon your return? Yes or No. If you do, you are correct that it may be appropriate to dismiss you from this matter.
>
> Kind regards,
> Chip
>
>
>
> This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof. Thank you.
>
>
> -----Original Message-----
> From: Holly Johnson [<mailto:hjohnson.attorney@gmail.com>]
> Sent: Tuesday, December 02, 2014 3:31 PM
> To: Chip Goss
> Subject: Catching up
>
> Chip,
>
> I am not ignoring your emails/calls. I left town early last Wednesday morning for the holiday. I was supposed to get back today but extending my trip a couple of days because my mother is ill and she has no one but me. I hopefully will be back on Friday and take care of everything.

>
> I would like to have a professional conversation with you once I return and back to work. The email I sent wasn't meant to be a formal objection, I just wanted the court and you to know why I was not responding. And I was not evading service, I leave early in the morning and get home late. But we can discuss this later. I just want to calm the emotion down between us.
>
> I want to be out and done with issue and happy let the courts decide who gets what. I am ready to be out and let Mr. Veira and Mr. Burch hash it out. Im excited for that actually.
>
> I am limited in communication right now I'm stuck in North Dakota. Yes, it sounds as awful as it is.
>
> Why haven't you tried more to get a hold of Lighthouse? I sent you the correct email & phone number. More to discuss when I get back. I am just keeping communications with you so you know what is going on and this is not deliberate evasion etc.
>
> I don't appreciate the personal attacks but understand and respect your zealous representation of your client, so I know it's nothing personal. I hope we can talk amicably soon and I will get everything handled when I get back. Please don't see this as contempt or evasion or else I would not be contacting you.
>
> Thank you,
>
> Holly Johnson
>
> Sent from my iPhone

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EXHIBIT C

DECLARATION OF C. CHIP GOSS
SUPPORTING CONTEMPT - 5 of 5

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

Chip Goss

From: Chip Goss
Sent: Tuesday, December 09, 2014 8:32 AM
To: 'Holly Johnson'
Subject: JV Inv v. Lighthouse

Greetings Ms. Johnson:

The docket does not reflect that any deposit has been made to the court registry. Possibly, the paperwork has not been electronically processed yet. Please provide proof that you deposited funds in the court registry last Friday. If not, I must move for contempt of Judge Lum's order.

Again, if you have deposited my client's \$300,000 into the court registry, it is likely that you can be dismissed from this matter.

Kind regards,
Chip

TACEY & GOSS PS

C. Chip Goss
Partner
Chip@TaceyGoss.com
Direct: 425.872.7455
330 112th Ave NE
Suite 801
Bellevue, WA 98004
Main: 425.489.2878
Fax: 425.489.2872
www.TaceyGoss.com

This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof. Thank you.

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,
Plaintiff,

NO. 14 2 27880 2 SEA

v.

CONTEMPT MOTION

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

I. Relief Requested

COMES NOW J.V. INC. B.V. (JVI), Plaintiff, and moves the court for an order of contempt for Defendant Holly J. Johnson's ("Johnson") failure to interplead JVI's \$300,000 escrow deposit to the court registry pursuant to the court's Order Compelling Defendant Johnson To Interplead Funds issued November 26th, 2014 and served upon Ms. Johnson that same day.

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I. Facts

This is an action on a Commercial Escrow agreement ("Agreement") in conjunction with an international financing transaction that failed. Plaintiff, JV Inc. moved pursuant to RCW 4.44.480 to compel Johnson to interplead \$300,000 that JV Inc. deposited with escrow agent, Defendant Johnson. The court granted the motion and issued the Order Compelling Defendant Johnson To Interplead Funds requiring Ms. Johnson to deposit JV Inc.'s \$300,000 to the court registry within seven (7) days.¹ Counsel for JV Inc. provided the order to Ms. Johnson on November 26th, 2014 by email and delivery to her address registered with the bar.²

Ms. Johnson contacted JV Inc.'s counsel by email on . She explained she was in North Dakota on a family matter and would not return until Friday, December 5th, 2014. She represented she would make the ordered deposit then. When JV Inc. did not receive any proof of deposit, counsel sent an email to Ms. Johnson December 9th, 2014. She did not respond. JV Inc. telephoned the court's accounting department this day which reported there has been no deposit.³

IV. AUTHORITY

The court should issue an order finding Ms. Holly Johnson in contempt for failing to deposit JV Inc.'s \$300,000 into the court registry as ordered by this court. The court has general contempt power under RCW 7.20.110. "Intentional disobedience of a lawful court order is contempt." In re King, 110 Wn.2d 793, 797-98 (1988), citing Mathewson v. Primeau, 64 Wn.2d 929, 934, 395 P.2d 183 (1964); State v. Norlund, 31 Wn. App. 725, 728, 644 [798] P.2d 724 (1982). It is within this court's discretion to determine whether contempt is warranted. Schuster v. Schuster, 90 Wn.2d 626, 630, 585 P.2d 130 (1978). Ms. Johnson should be found in contempt where she has failed to comply with this court's order to deposit

¹ Order Compelling Defendant Johnson To Interplead Funds issued November 26th, 2014.

² Declaration of C. Chip Goss Supporting Contempt at ¶

³ Declaration of C. Chip Goss Supporting Contempt at ¶

1 JV Inc.'s \$300,000 into the court registry, where she has not acted as she represented, and
2 where she has not responded to JV Inc.'s inquiry.
3

4 **CONCLUSION**

5 For the reasons stated above, the court should issue an Order finding Holly J. Johnson,
6 Defendant, in contempt of its Order Compelling Defendant Johnson To Interplead Funds,
7 with potential additional sanctions for further non-compliance.

8 DATED this 10th day of December, 2014.

9
10 TACEY GOSS P.S.

11 */S/ C. Chip Goss*

12 By _____

13 C. Chip Goss WSBA # 22112
14 Attorneys for J.V. Inc. B.V.
330 112th Ave. NE, Suite 301
15 Bellevue, WA 98004
425.489.2878
16 Chip@TaceyGoss.com

17
18 **Declaration of Service**

19 The undersigned declares under penalty of perjury of the laws of the state of
20 Washington that true and correct copies of the Note for Calendar, Contempt Motion,
21 Declaration of C. Chip Goss Supporting Contempt, and Proposed Order were caused to be
22 delivered to Defendant Holly J. Johnson at 2610 42nd Ave SW, Apt 203,
Seattle, WA 98116-2556 on this day.

23 Signed in Seattle, Washington this 10th day of December, 2014.

24
25 */S/ C. Chip Goss*

26 _____
C. Chip Goss WSBA #22112

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SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,

Plaintiff,

NO. 14 2 27880 2 SEA

v.

COMPLAINT FOR BREACHES OF
CONTRACTS AND TO COMPEL
ARBITRATION AND INTERPLEADER

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

COMES NOW J.V. INC. B.V., Plaintiff, and for cause of action against Defendants
alleges that:

I. PARTIES

1.1 Plaintiff J.V. Inc. B.V. (hereinafter "JVI") is a company with offices in
Rotterdam, the Netherlands, and a party to a Commercial Escrow agreement with Defendants.

1.2 Defendant Lighthouse Partners LLC (hereinafter "Lighthouse") is a Nevada
limited liability company and party to the Commercial Escrow agreement with JVI and
Defendant Holly J. Johnson.

1 Chartered Bank of Singapore from its investor in the amount of \$10,000,000.00 valid for 365
2 days term of usage" in a specific form for which an example was attached to the Agreement
3 as Exhibit A.

4 3.8 The Agreement provides that the bank receiving the "Cash Backed" SBLC
5 shall confirm its authenticity.

6 3.9 The Agreement provides that Johnson be compensated \$4,000 for her services
7 as escrow agent.

8 3.10 The Agreement provides that:

9
10 IF RECEIPT OF THE ESCROW PROPERTY AND THE
11 DISBURSEMENT OF FUNDS HAS NOT BEEN MADE BY
12 THE SIXTH BUSINESS DAY FOLLOWING RECEIPT OF
13 THE ESCROW FUNDS, THE ESCROW PROPERTY SHALL
14 BE RETURNED TO THE PARTY WHO PROVIDED THE
15 FUNDS . . . (Capitals in original).

16 3.11 The Agreement also provides that:

17
18 In the event that the Escrow Agent does not receive the
19 confirming transmission from receiving bank, then the Escrow
20 Agent will hold the Escrow Deposit until resolution is achieved,
21 but not more than Five (5) calendar days at which the Escrow
22 Deposit will be returned.

23 3.12 The Agreement provides that "[a]ny dispute under this Agreement shall be
24 required to be resolved by binding arbitration . . . and the arbitration shall take place in
25 Seattle, Washington."

26 3.13 On or about May 12, 2014, in further consideration for JVI proceeding with the
Professional Association and Commercial Escrow agreements, Lighthouse executed a
"Commitment Letter" agreeing to reimburse JVI \$150,000 for a deposit JVI was required to
make with a bank as guaranty of Lighthouse's performance, and that JVI would forfeit if
Lighthouse did not perform.

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BREACH OF ARBITRATION AGREEMENT

4.2 The Commercial Escrow agreement (the "Agreement") is a valid and enforceable contract with a clear and unambiguous provision for mandatory arbitration;

4.3 Lighthouse has breached the Agreement by failing to respond to JVI's Arbitration Demand;

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BREACH OF COMMERCIAL ESCROW AGREEMENT

4.3 The Commercial Escrow agreement (the "Agreement") is a valid and enforceable contract;

4.4 Lighthouse has breached its obligation under the Agreement by failing to produce a "cash backed" SBLC in the agreed form of Exhibit A to the Agreement;

4.5 Lighthouse has breached its obligation under the Agreement by producing a purported "cash backed" SBLC that did not conform with Exhibit A to the Agreement, was not verified and was not authenticated, but rejected by the receiving bank;

4.6 Johnson has breached her obligation under the Agreement by wrongfully disbursing JV Inc.'s \$300,000 escrow deposit to Lighthouse or by failing to return the \$300,000 escrow deposit to JVI.

4.7 As a direct and proximate result of the breaches of the Commercial Escrow agreement by Defendants Lighthouse and Johnson, JV Inc. has been deprived of \$300,000 of its funds.

BREACH OF COMMITMENT LETTER

4.8 The Commitment Letter executed by Lighthouse for the benefit of JVI is a valid and enforceable contract;

4.9 Lighthouse has breached its obligation under the Commitment Letter to pay \$150,000 to JVI after failing to perform under the Commercial Escrow agreement.

APPENDIX E

The Honorable Dean S. Lunn, Dept. 12
Noted for Consideration Wednesday, November 26th, 2014

IT IS ORDERED that moving party
is required to provide a copy of this order
to all parties who have appeared in the case.

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC, B.V., a foreign company,

Plaintiff,

v.

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

NO. 14-2-27880-2-SEA

~~(Proposed)~~ **DSL**
ORDER COMPELLING JOHNSON TO
INTERPLEAD FUNDS

This matter came before the undersigned upon Plaintiff J.V. Inc. B.V.'s Motion to
Compel Arbitration and Interpleader, where no opposition has been filed after proper service and
J.V. Inc. having withdrawn its motion as to Lighthouse Partners, Inc, and the court having
considered the court file, briefing and argument, including:

Motion to Compel Arbitration and Interpleader;

Declaration of Jerrel Veira Supporting Motion to Compel Arbitration and Interpleader
with Exhibits;

Declaration of C. Chip Goss Supporting Motion to Compel Arbitration and Interpleader
with Exhibits;

~~(Proposed)~~ **DSL**
ORDER COMPELLING JOHNSON TO
INTERPLEAD FUNDS AND LIGHTHOUSE
TO ARBITRATION - 1 of 2

TACEY GOSS P.S.
330 F12th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.486.2878 - Facsimile 425.486.2872
www.taceygoss.com

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Reply Supporting Motion to Compel Arbitration and Interpleader;

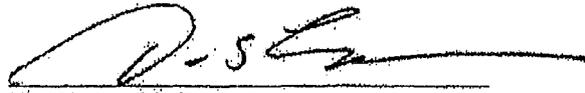
2nd Declaration of C. Chip Goss Supporting Interpleader (appending Return of Service)
No opposition filed OSL

And the court otherwise being fully advised in the premises, it is hereby:

OSL

ORDERED, ADJUDGED and DECREED that Plaintiff's Motion to Compel Interpleader is GRANTED. Defendant Holly J. Johnson is hereby ordered to deposit \$300,000 with the court registry within seven (7) days of the date of this order. Should Defendant Holly J. Johnson fail to comply, the court may consider imposing contempt and/or monetary sanctions.

Signed this 26th day of November, 2014.



The Honorable Dean S. Lum
King County Superior Court Judge

Presented by:

TACEY GOSS P.S.

/s/ C. Chip Goss

By

C. Chip Goss WSBA # 22112
Attorneys for I.V. Inc. B.V.
330 112th Ave. NE, Suite 301
Bellevue, WA 98004
425.489.2878
Chip@TaceyGoss.com

(Proposed) OSL
ORDER COMPELLING JOHNSON TO
INTERPLEAD FUNDS AND LIGHTHOUSE
TO ARBITRATION - 2 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

APPENDIX F

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The Honorable Dean S. Lum, Dept. 12

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,
Plaintiff,

NO. 14 2 27880 2 SEA

v.

~~(Proposed)~~ *DS*
ORDER OF CONTEMPT AGAINST
DEFENDANT HOLLY J. JOHNSON

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

This matter came before the undersigned upon Plaintiff J.V. Inc. B.V.'s Contempt Motion
and the court having considered the court file, briefing and argument of the parties, including:

Contempt Motion;

Declaration of C. Chip Goss Supporting Contempt with Exhibits:

(Ms. Johnson did not appear at the

show cause hearing) (CG)

Holly J. Johnson's motion to continue (received 1/16/15)
(DSE)

~~(Proposed)~~
ORDER OF CONTEMPT AGAINST
DEFENDANT HOLLY J. JOHNSON - 1 of 2

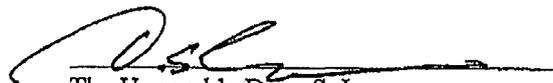
TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

1 And the court otherwise being fully informed in the premises, it is hereby:

2 ORDERED, ADJUDGED and DECREED that Defendant Holly J. Johnson is hereby
3 found to be in CONTEMPT for failing without good cause to comply with this court's Order
4 Compelling Defendant Johnson To Interplead Funds issued November 26th, 2014.

5 FURTHER, Ms. Johnson is again ordered to deposit \$300,000 with the court registry
6 within seven (7) days of the date of this order. Continued failure to comply with this court's
7 orders may subject Defendant Holly J. Johnson to further sanction, including but not limited
8 to award of fees to JV Inc., the striking of defenses, waiver of arbitration and entry of
9 judgment for JV Inc. * (15)

10 Signed this 16 day of January, 2015.

11
12
13
14 
15 The Honorable Dean S. Lum
16 King County Superior Court Judge

17 Presented by:

18 TACEY GOSS P.S.

19 *ISI* C. Chip Goss

20 By _____
21 C. Chip Goss WSBA # 22112
22 Attorneys for J.V. Inc. B.V.
23 330 112th Ave. NE, Suite 301
24 Bellevue, WA 98004
25 425.489.2878
26 Chip@TaceyGoss.com

* *Ms. Johnson's motion to
continue (in which she admits
notice of the motion for contempt
and the show cause order) and
in which she admits she has
funds to pay the funds) is
denied.*

(15)

(Proposed)
ORDER OF CONTEMPT AGAINST
DEFENDANT HOLLY J. JOHNSON - 2 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 • Facsimile 425.489.2872
WWW.TACEYGOSS.COM

APPENDIX G

The Honorable Dean S. Lum, Dept. 12
Noted for Show Cause Tuesday, February 17th, 2015 at 4:00pm

FILED
KING COUNTY, WASHINGTON

RECEIVED

FEB -2 2015.

FEB 04 2015

SUPERIOR COURT CLERK

TACEY GOSS, PS

EXP07

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,

NO. 14 2 27880 2 SEA

Plaintiff,

v.

~~(Proposed)~~ *BMA*

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

ORDER TO SHOW CAUSE ON MOTION
FOR PRE-JUDGMENT WRIT OF
ATTACHMENT

Defendants.

Clerk's Action Required

THIS MATTER having come before the undersigned ex parte upon JV Inc.'s Motion
For Order to Show Cause On Motion for Pre-Judgment Write of Attachment as to why a Pre-
Judgment Writ of Attachment should not issue against \$300,000 of JVI's funds deposited in
the JPM Chase account of Defendant Johnson pursuant to the escrow agreement between the
parties, Johnson's absenting herself to North Dakota, and Johnson's failure to comply with the
Order Compelling Johnson to Interplead Funds and subsequent finding of contempt.

The Court having reviewed the Motion for Pre-Judgment Writ of Attachment and
supporting Declaration of C. Chip Goss with exhibits, and the pertinent pleadings and files on

BMA
~~(Proposed)~~ ORDER TO SHOW CAUSE
ON MOTION FOR PRE-JUDGMENT
WRIT OF ATTACHMENT - 1 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

1 record herein, and it appearing therefrom to the satisfaction of the Court that this is a proper
2 case for the issuance of a Pre-Judgment Writ of Attachment.

3 NOW, THEREFORE, it is hereby

4 ORDERED, ADJUDGED and DECREED that Defendant Holly J. Johnson shall
5 appear:

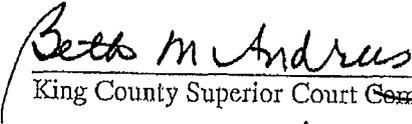
6 Tuesday, February 17, 2015 at 4:00pm

7 At the King County Courthouse, 3rd and Jackson, Seattle, Washington

8 Before the Honorable Dean S. Lum, courtroom E-713

9 And then and there to show cause, if any exists, why a Pre-Judgment Writ of Attachment
10 should not issue.

11 SIGNED this 2^d Feb. day of January, 2015.

12
13
14 
15 King County Superior Court Commissioner

16 JUDGE

17 Submitted by:

18 TACEY GOSS P.S.

19
20 /s/ C. Chip Goss

21 By C. Chip Goss WSBA #22112
22 Attorneys for J.V. Inc. B.V.
23 330 112th Ave. NE, Suite 301
24 Bellevue, WA 98004
25 425.489.2878
26 Chip@TaceyGoss.com

(Proposed) ORDER TO SHOW CAUSE
ON MOTION FOR PRE-JUDGMENT
WRIT OF ATTACHMENT - 2 of 2

TACEY GOSS P.S.
330 112th Avenue NE, Suite 301
Bellevue, WA 98004
Office 425.489.2878 - Facsimile 425.489.2872
WWW.TACEYGOSS.COM

APPENDIX H

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SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

J.V. INC. B.V., a foreign company,

Plaintiff,

v.

LIGHTHOUSE PARTNERS LLC, a Nevada
limited liability company, and HOLLY J.
JOHNSON, an individual dba the Law Offices
of Holly J. Johnson,

Defendants.

NO. 14 2 27880 2 SEA

SEALED BY ORDER 02/17/15

WRIT OF ATTACHMENT

The State of Washington to the Sheriff of King County:

The above entitled action has been commenced in this Court by plaintiff J.V. Inc. B.V. to recover from defendant Holly J. Johnson the sum of \$300,000. Plaintiff J.V. Inc. B.V. has filed the necessary pleadings, declaration, and bond as required by law to obtain attachment of the property of defendant Holly J. Johnson.

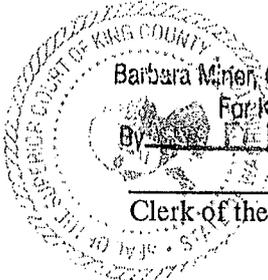
You are commanded to attach and deliver for deposit into the court registry the property of defendant Holly J. Johnson within your county that is not exempt from execution, and as nearly as circumstances of the case will permit, levy on the property of defendant Holly J. Johnson to wit: funds up to \$300,000 held in the J.P. Morgan Chase bank account No. [REDACTED] 81001.

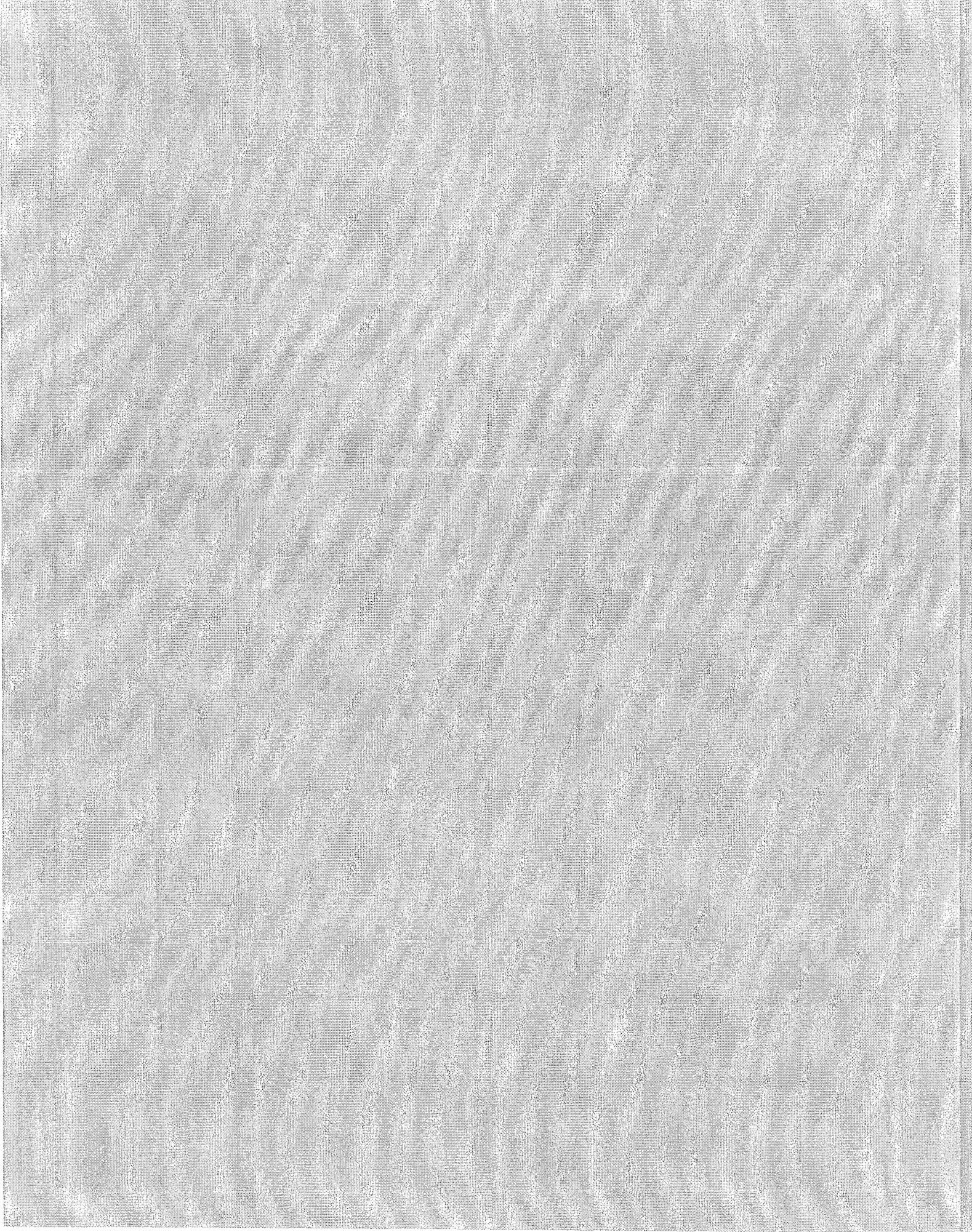
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You are commanded to make full inventory of the property and return the inventory within twenty (20) days of receipt of this writ, with a return of the proceedings indorsed on or attached to the writ.

You are commanded to deposit the attached property into the court registry until further order of this Court, or until this writ of attachment is otherwise discharged according to law.

WITNESS the Honorable **DEAN S. LUM** Judge of the Superior Court for the County of King, and the seal of the Court, this 17th day of February, 2015.


Barbara Miner, Clerk of the Superior Court
For King County, WA
By DELAVOIE Deputy
Clerk of the Court



APPENDIX I

Chip Goss

From: Holly Johnson [hjohnson.attorney@gmail.com]
Sent: Tuesday, December 02, 2014 3:55 PM
To: Chip Goss
Subject: Re: Catching up

Chip,

Thank you for your prompt response. Yes I am agreeing to deposit the funds as soon as I return. I will keep you updated. I do anticipate getting back hopefully Thursday eve or Friday but I'm driving with my brother who is helping me transport some heirlooms. (Too much information but to explain issues) I am happy to rid of this and let others figure it out.

Regards,

Holly

Sent from my iPhone

> On Dec 2, 2014, at 3:36 PM, Chip Goss <Chip@taceygoss.com> wrote:

>

> Greetings Ms. Johnson:

>

> Thank you for your response. I'm sorry to learn of your Mother.

>

> Please be clear. Are you agreeing to deposit my client's \$300,000 with the court registry promptly upon your return? Yes or No. If you do, you are correct that it may be appropriate to dismiss you from this matter.

>

> Kind regards,

> Chip

>

>

>

> This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof. Thank you.

>

>

> -----Original Message-----

> From: Holly Johnson [<mailto:hjohnson.attorney@gmail.com>]

> Sent: Tuesday, December 02, 2014 3:31 PM

> To: Chip Goss

> Subject: Catching up

>

> Chip,

>

> I am not ignoring your emails/calls. I left town early last Wednesday morning for the holiday. I was supposed to get back today but extending my trip a couple of days because my mother is ill and she has no one but me. I hopefully will be back on Friday and take care of everything.

>
> I would like to have a professional conversation with you once I return and back to work. The email I sent wasn't meant to be a formal objection, I just wanted the court and you to know why I was not responding. And I was not evading service, I leave early in the morning and get home late. But we can discuss this later. I just want to calm the emotion down between us.
>
> I want to be out and done with issue and happy let the courts decide who gets what. I am ready to be out and let Mr. Veira and Mr. Burch hash it out. Im excited for that actually.
>
> I am limited in communication right now I'm stuck in North Dakota. Yes, it sounds as awful as it is.
>
> Why haven't you tried more to get a hold of Lighthouse? I sent you the correct email & phone number. More to discuss when I get back. I am just keeping communications with you so you know what is going on and this is not deliberate evasion etc.
>
> I don't appreciate the personal attacks but understand and respect your zealous representation of your client, so I know it's nothing personal. I hope we can talk amicably soon and I will get everything handled when I get back. Please don't see this as contempt or evasion or else I would not be contacting you.
>
> Thank you,
>
> Holly Johnson
>
> Sent from my iPhone

Chip Goss

From: Holly Johnson [hjohnson.attorney@gmail.com]
Sent: Wednesday, December 17, 2014 2:51 PM
To: Chip Goss
Subject: Interpleader Instructions

I have figured out how to xfer the money to me in ND (in theory) but I need instructions on how to get it to the court. Could you please assist me? I feel bad asking but I thought this would be the easiest way. Thank you.

Holly

Sent from my iPhone

Sachia Stonefeld Powell

From: Chip Goss <Chip@taceygoss.com>
Sent: Wednesday, April 08, 2015 11:31 AM
To: Brian McCarthy
Subject: In re Johnson

More below.

This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof. Thank you.

-----Original Message-----

From: Holly J Johnson [<mailto:hjohnson.attorney@gmail.com>]
Sent: Thursday, January 15, 2015 11:49 PM
To: Chip Goss
Subject: Re: motion to continue

Chip,

I understand fully and if I were in your position I would feel the same. I do however thank you for your absolute professionalism and kind manner with me. I keep telling me I would hire you if I ever need an attorney in your field and will refer you. I am still up because I haven't slept in days because I have ringing in my ears 24/7 and I cannot sleep, I feel like I am going crazy. I go for a CAT scan tomorrow. Enough about me. I hope to line up a way to give a colleague power of attorney or let Lighthouse grant another attorney take possession of the funds for I was advised not to wire to you which I thought was the easy way to go but there are conflicts.

I do understand if you contest the continuance tomorrow but I ask with mercy give me two weeks and the money will be yours aka the courts and I will be done!! If I get a contempt charge I am going after Lighthouse (probably not because it will cost more). Thank you again for your complete professionalism.

My Regards,

Holly Johnson

Sent from my iPad

> On Jan 15, 2015, at 4:34 PM, Chip Goss <Chip@taceygoss.com> wrote:

>

> Greetings Ms. Johnson:

>

> I am sorry for your family situation and ear problem. However, you ought to be able to visit a branch where you are of the bank where you have the escrow funds and direct a wire to the court registry. If there are no local branches, you can visit a Wells Fargo, who can contact your bank and verify your identity for the transfer. I gave you the contact information for the court. My client has been deprived of \$300,000 since June. My client should not have to suffer

because of your issues. Like a Municipal Court defendant who is not in compliance, you demonstrate that this matter simply is not important to you. My client and I have no patience left.

>

> Kind regards,

> Chip

>

> _____
> From: Holly Johnson [hjohnson.attorney@gmail.com]

> Sent: Thursday, January 15, 2015 4:09 PM

> To: lumcourt@kingcounty.gov; Chip Goss

> Subject: motion to continue

>

> See attached.

>

> My apologies,

>

> Holly Johnson

APPENDIX J



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Acknowledgment That We Have Received A Grievance

Date: March 25, 2015 ODC File: 15-00536

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: Jerrel Veira**
cc: **Lawyer: Holly Joy Johnson (with copy of grievance)**

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

APPENDIX K

Andrew Zinner

From: caa
Sent: Monday, May 04, 2015 9:46 AM
To: Sachia Stonefeld Powell
Subject: FW: Attn: Felice Congalton in re: 15-00536

-----Original Message-----

From: Holly J Johnson [<mailto:hjohnson.attorney@gmail.com>]
Sent: Sunday, May 03, 2015 5:53 AM
To: caa
Subject: Attn: Felice Congalton in re: 15-00536

Ms. Congalton,

I have just retained an attorney to help me with the above mentioned case number; especially with Mr. Veira. I am confident that between the two attorneys they can reach common ground.

At this time I am requesting an actual address of Mr. Veira and his actual phone number, for the information given appears to me generic/public place.

Thank you and my attorney will provide more information

Holly J Johnson

Sent from my iPad

APPENDIX L



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Sachia Stonefeld Powell
Disciplinary Counsel

direct line: (206) 733-5907
email: sachiasp@wsba.org

May 6, 2015

Holly Joy Johnson
Attorney at Law
2610 42nd Ave SW Apt 203
Seattle, WA 98116-2556

Re: Grievance of Jerrel Veira against Holly Joy Johnson
ODC File No. 15-00536

Dear Ms. Johnson:

On March 25, 2015, we asked you to provide a written response to the above referenced grievance. To the best of my knowledge, your response, which is required by Rule 5.3(f) of the Rules for Enforcement of Lawyer Conduct (ELC), has not been received.

Under ELC 5.3(h), you must file a written response to the allegations of this grievance within ten days of this letter, *i.e.*, on or before May 19, 2015). If we do not receive your response within the ten-day period, we will subpoena you for a deposition. If we must serve a subpoena, you will be liable for the costs of the deposition, including service of process, and attorney fees of \$500.

You should be aware that failing to respond is, in itself, grounds for discipline and may subject you to interim suspension under ELC 7.2(a)(3).

Sincerely,

A handwritten signature in black ink, appearing to read "Sachia Stonefeld Powell".

Sachia Stonefeld Powell
Disciplinary Counsel

cc: Jerrel Veira

APPENDIX M

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

Holly Joy Johnson,
Lawyer (Bar No. 32784).

ODC File No. 15-00536

SUBPOENA DUCES TECUM

THE STATE OF WASHINGTON TO: Holly Joy Johnson

YOU ARE HEREBY COMMANDED under Rules 5.3 and/or 5.5 of the Rules for Enforcement of Lawyer Conduct (ELC) to be and appear at the Washington State Bar Association offices, 1325 4th Avenue, Suite 600, Seattle, WA 98101, on July 15, 2015 at 1:00 p.m., to testify in investigatory proceedings being conducted by the Office of Disciplinary Counsel of the Washington State Bar Association. The testimony will be recorded by a certified court reporter.

YOU ARE FURTHER COMMANDED to bring the following with you at the above time:

1. Your complete trust account records for any and all trust account[s] for the period beginning January 1, 2014 up through and including April 1, 2015, including but not limited to:

a) any and all bank statements;

b) copies (front and back) of all checks written on the trust account during this period,

- 1 including cancelled checks and checks returned for insufficient funds;
- 2 c) copies of all other withdrawals from the trust account, including but not limited to
- 3 cash withdrawals and wire transfers;
- 4 d) copies of all deposit slips and copies of all deposited items (front and back),
- 5 including deposited items that did not clear;
- 6 e) any and all client ledgers;
- 7 f) check register;
- 8 g) reconciliations between the bank statements and the check register and
- 9 reconciliations between the check register and the client ledgers; and
- 10 h) if you use Quickbooks or Quicken for your trust account recordkeeping, a backup or
- 11 portable company file for the Quickbooks file that contains your trust account
- 12 records, including any passwords required to access the file.

13 2. Copies of any and all bank statements for your operating and/or general bank
14 account[s] for the time period beginning January 1, 2014 up through and including April 15,
15 2015.

16 Dated this 9th day of July, 2015.

17 
18 _____
19 Sachia Stonefeld Powell, Bar No. 21166
20 Disciplinary Counsel

21 CR 45 Sections (c) and (d):

22 (c) Protection of Persons Subject to Subpoenas.

23 (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue
24 burden or expense on a person subject to that subpoena. The court shall enforce this duty and impose upon the party or attorney in breach of this
duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things,
or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing
or trial.

(B) Subject to subsection (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days
after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or
attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If
objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant
to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the
person commanded to produce and all other parties, move at any time for an order to compel the production. Such an order to compel
production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying
commanded.

- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:
 - (i) fails to allow reasonable time for compliance;
 - (ii) fails to comply with RCW 5.56.010 or subsection (e)(2) of this rule;

1 (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
2 (iv) subjects a person to undue burden, provided that the court may condition denial of the motion upon a requirement that the
subpoenaing party advance the reasonable cost of producing the books, papers, documents, or tangible things.

3 (B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

4 (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute
and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the
subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or
material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably
compensated, the court may order appearance or production only upon specified conditions.

5 **(d) Duties in Responding to Subpoena.**

6 (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall
organize and label them to correspond with the categories in the demand.

7 (2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation
materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things
not produced that is sufficient to enable the demanding party to contest the claim.

8 (B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the
person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must
promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is
resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the
9 information in camera to the court for a determination of the claim. The person responding to the subpoena must preserve the information until
the claim is resolved.

APPENDIX N

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In Re:)
)
Holly Joy Johnson,) ODC File No. 15-00536
)
Lawyer (Bar No. 32784).)
)
)

Deposition Upon Oral Examination of
HOLLY JOY JOHNSON

Taken at: 1325 Fourth Avenue, Suite 600
Seattle, Washington 98101

Date Taken: July 15, 2015

Reported By: Lori A. Thompson, CCR #2606

Treece, Shirley & Brodie Court Reporters
(206) 624-6604
E-mail: Lthompsonccr@msn.com

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APPEARANCES

FOR THE WASHINGTON STATE BAR ASSOCIATION:

SACHIA STONEFELD-POWELL
Disciplinary Counsel
1325 Fourth Avenue
Suite 600
Seattle, WA 98121-2330

FOR RESPONDENT HOLLY JOY JOHNSON:

SAM B. FRANKLIN
Attorney at Law
Lee Smart, PS, Inc.
701 Pike Street, Suite 1800
Seattle, WA 98101-3929

1 I N D E X

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3 WITNESS

PAGE

4 HOLLY JOY JOHNSON

5 Examination, By Ms. Powell

4

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10 EXHIBITS

11 NO. DESCRIPTION

12 (All exhibits were pre-marked by WSBA.)

13 1 Subpoena Duces Tecum

14 2 Acknowledgment of Grievance/Request for Lawyer
Response

15 3 Letter 5/6/15 to H. Johnson from Disc. Counsel

16 4 Grievance Against a Lawyer

17 5 Bank account records

18 6 Complaint for Breaches of Contracts and to Compel
19 Arbitration and Interpleader

20 7 Contempt Motion

21 8 Declaration of C. Chip Goss Supporting Motion to
Compel Arbitration and Interpleader

22 9 Motion to Compel Arbitration and Interpleader

23 10 Declaration of Jerrel Veira Supporting Motion to
24 Compel Arbitration and Interpleader

25 11 Order Compelling Johnson to Interplead Funds

1 (Exhibit Index Continued...)
2
3 12 Order Compelling Johnson to Interplead Funds
4 13 Order of Contempt Against Defendant Holly J. Johnson
5 14 Declaration of C. Chip Goss Supporting Contempt
6 15 Email 12/17/14 to Chip Goss from Holly Johnson
7 16 Motion to Continue
8 17 Email 1/15/15 to Chip Goss from Holly Johnson
9 18 Email thread 11/25 & 11/26/14 between Holly Johnson
10 and the Court
11 19 Email thread 12/10/14 between Chip Goss and Holly
12 Johnson
13 20 Email thread 12/2/14 between Chip Goss and Holly
14 Johnson
15 21 Email 12/2/14 to Chip Goss from Holly Johnson
16 22 Email thread 9/18 & 9/19/2014 between Chip Goss and
17 Holly Johnson
18 23 Email 1/16/15 to Holly Johnson from Chip Goss
19 24 J.V. INC.'s Motion for Order to Show Cause on Motion
20 for Pre-judgment Writ of Attachment
21 25 Declaration of C Chip Goss Supporting Motion for
22 Pre-judgment Writ of Attachment
23 26 Writ of Attachment
24
25

1 Seattle, Washington, July 15, 2015

2 1:11 p.m.

3 -- o00o --

4 MS. POWELL: We are on the record at
5 1:11 in the afternoon on Wednesday, July 15, 2015.

6 Would the court reporter please swear the
7 witness.

8 (Witness sworn.)

9 THEREUPON,

10 HOLLY JOY JOHNSON,

11 Called as a witness by the Bar Association, after having
12 been first duly sworn by the court reporter, testified as
13 follows:

14 EXAMINATION

15 BY MS. POWELL:

16 Q. Ms. Johnson, could you state and spell your full
17 name for the record?

18 A. Holly Johnson. H-o-l-l-y, J-o-h-n-s-o-n.

19 Q. And Ms. Johnson, I'm Sachia Powell, I'm a lawyer
20 with the Office of Disciplinary Counsel with the
21 Washington State Bar Association. This is a deposition by
22 the Washington State Bar Association in the matter of
23 Holly Johnson to determine whether lawyer discipline may
24 be appropriate under the Rules of Professional Conduct and
25 the Rules for Enforcement of Lawyer Conduct. However, the

1 facts developed in this investigation might constitute
2 violations of other state or federal laws. Although these
3 proceedings are confidential, the information you give us
4 may be made public under the Rules for Enforcement of
5 Lawyer Conduct. You should also be aware that we may
6 refer the information you give us to other administrative
7 agencies and law enforcement authorities.

8 Do you understand this, Ms. Johnson?

9 A. Yes.

10 Q. This will be a question and answer session. If
11 you do not understand a question, will you tell me so that
12 I can rephrase the question?

13 A. Yes.

14 Q. And if you cannot hear a question, will you let
15 me know?

16 A. Yes.

17 Q. The court reporter is instructed to record your
18 responses and, therefore, they must be audible. If you or
19 Mr. Franklin need a break from the proceedings, or you or
20 Mr. Franklin wish to go off the record, please let me know
21 and I will instruct the reporter to go off the record.
22 The court reporter is directed not to go off the record
23 without my instruction.

24 Ms. Johnson, are you represented by
25 Counsel?

1 A. Yes, I am.

2 MS. POWELL: And would you please
3 identify yourself for the record, Mr. Franklin?

4 MR. FRANKLIN: Sam Franklin of Lee
5 Smart representing the Respondent Holly Johnson.

6 Q. (By Ms. Powell) Ms. Johnson, do you understand
7 that failure of a lawyer to cooperate fully and promptly
8 with an investigation as required by Rule 5.3(f) of the
9 Rules for Enforcement of Lawyer Conduct may also
10 constitute grounds for discipline under Rule 5.3(h) of
11 those same rules?

12 A. Yes.

13 Q. Let the record reflect that Ms. Johnson is
14 appearing here today pursuant to a subpoena duces tecum
15 dated July 9, 2015. A copy of the subpoena duces tecum
16 has been marked as Exhibit 1 to these proceedings.

17 Ms. Johnson, the subpoena duces tecum calls
18 for the production of certain documents. Have you
19 tendered all the documents called for by the subpoena
20 duces tecum?

21 A. I don't have all the ones that have been asked
22 for, so I therefore...

23 Q. Why don't we go through and discuss each of the
24 numbered paragraphs.

25 So on page 1 of Exhibit 1 it starts with

1 number 1 which is at line 21. It requests your complete
2 trust account records for any and all trust accounts
3 between January 1, 2014, and April 1, 2015.

4 Did you tender those items responsive to
5 paragraph 1?

6 A. According to my bank that they were subpoenaed
7 and sent all of them to you.

8 Q. For your trust account?

9 A. For the account that the funds were sent to.

10 Q. And is that a trust account that the funds were
11 deposited into?

12 A. It was just a bank account of -- a business
13 account. I don't know if you'd call it technically a
14 trust account.

15 Q. Did it have a provision that provided for
16 interest to be accrued on any balances?

17 A. No.

18 Q. So do you have an account which is a trust
19 account? In other words, where interest is accrued and
20 either is an IOLTA account where the interest goes to the
21 Legal Foundation or individual trust account where the
22 interest goes to a client?

23 A. No, the agreement we had was not to have any
24 interest to be accrued.

25 Q. Okay, but do you have a trust account, an

1 account where interest would accrue?

2 A. I since this have closed this account.

3 Q. But did you between January 1, 2014, and April
4 1st --

5 A. I used my Chase business account.

6 Q. So you did not have a trust account during that
7 time?

8 A. No. I think I was using two different words.
9 But I don't have that account anymore.

10 Q. Okay. So in response to paragraph 1 of the
11 subpoena, you didn't have a trust account during that time
12 period so you can't produce the items requested?

13 A. Correct.

14 Q. How about paragraph 2, which is on page 2
15 starting at line 10, did you have an operating or a
16 general account that you used for your business, again,
17 for that time period?

18 A. Yes, I did.

19 Q. And is that the records you've referred to that
20 you believe Chase has already provided us?

21 A. Yes. I have spoke to Chase and they said that
22 they did provide them prior to a subpoena that you had
23 sent them.

24 Q. So you didn't bring anything in addition with
25 you today?

1 A. There wasn't any -- that account is now closed
2 so I wasn't able to print anything off.

3 Q. When did you close that account?

4 A. I'm not sure of the exact dates.

5 Q. Do you recall approximately how long ago it was?

6 A. A few months ago. It hasn't been in use since
7 before April.

8 Q. Have you withheld any documents responsive to
9 the subpoena?

10 A. No.

11 Q. Do you have any documents responsive to the
12 subpoena that were once in your possession that have since
13 been lost, destroyed, or otherwise disposed of?

14 A. Not to my knowledge.

15 Q. And Ms. Johnson, have you been licensed in a
16 jurisdiction other than Washington?

17 A. No.

18 Q. How about in the Federal Courts, Bankruptcy
19 Court, the District Courts?

20 A. No.

21 Q. What is your current office address?

22 A. It's 2610 42nd Avenue SW, #203, Seattle,
23 Washington, 98116.

24 Q. And what's your business phone number?

25 A. 206-679-1781.

1 Q. And your fax number?

2 A. I don't have a fax number.

3 Q. Do you practice in a law firm?

4 A. No, I'm solo.

5 Q. And in what fields of law do you concentrate
6 your practice currently?

7 A. I would say right now the majority would be
8 criminal defense.

9 Q. What proportion of your practice is devoted to
10 criminal defense?

11 A. I wouldn't be able to give a percentage amount.

12 Q. Would you say more than 75 percent?

13 A. Yeah, 75 percent sounds good.

14 Q. And so what kind of areas do you practice in in
15 the other percentage, whatever that remaining amount is?

16 A. A little civil, traffic, and maybe some little
17 business.

18 Q. Can you describe for me your educational
19 background after high school?

20 A. I went to undergraduate school and then law
21 school.

22 Q. Where did you go to undergraduate?

23 A. University of North Dakota.

24 Q. And in what year did you graduate?

25 A. Ninety-nine.

1 Q. How about law school, where did you go to law
2 school?

3 A. University -- SU, Seattle University.

4 Q. What year did you graduate?

5 A. 2002.

6 Q. Can you describe your employment history since
7 law school?

8 A. I worked for a ACA Public Defender's Office and
9 then solo practicing, then went back to ACA, and since
10 then I've been working as a solo practitioner.

11 Q. When did you start working as a solo
12 practitioner?

13 A. I don't remember the years.

14 Q. Is it within the last year or so?

15 A. No.

16 Q. Is it more than five years?

17 A. Yeah. God, maybe ten -- well, it's not a little
18 bit, maybe six, seven.

19 Q. I'm going to ask you to look at Exhibit 2. And
20 just to let you know, Exhibits 2 and 3 are stapled
21 together, which they don't necessarily need to be, but
22 they are.

23 Exhibit 2 is a copy of a letter dated
24 March 25, 2015, from Disciplinary Counsel to you. Did you
25 receive Exhibit 2?

1 A. Yes.

2 Q. When did you receive Exhibit 2?

3 A. Most likely around the date that it says, on
4 March 25, 2015.

5 Q. And what did you do in response to Exhibit 2?

6 A. I responded stating that I had informed my
7 lawyer of the grievance.

8 Q. Did you do that in writing?

9 A. Yes.

10 Q. Do you have a copy of that letter?

11 A. No.

12 Q. Because we don't have a copy of a letter like
13 that -- or, I mean, we didn't receive a letter like that.

14 A. I most likely probably emailed it, but I know I
15 did.

16 Q. Can you provide a copy of that email?

17 A. I'll try to look at -- I mean, look at Sent
18 Messages if it goes back that far.

19 Q. I will make a list of things as we go through
20 that maybe we still need to get from you.

21 A. Okay.

22 Q. So tell me again what this communication stated,
23 the communication in response to Exhibit 2.

24 A. That I am -- have or will give my lawyer the
25 grievance information and something of that sort.

1 Q. And I assume that's Mr. Franklin?

2 A. Yes.

3 Q. And do you know if Mr. Franklin did anything in
4 regards to communicating with us after that?

5 A. No, I do not.

6 Q. And did you file a written response to Exhibit
7 2?

8 A. That was my response.

9 Q. Okay. I'm going to ask you to look at Exhibit
10 3, which as I mentioned is stapled to 2, and that's a copy
11 of a letter dated May 6, 2015, from Disciplinary Counsel
12 to you.

13 Did you receive Exhibit 3?

14 A. You know, I can't say for sure I did receive
15 this one. It must have come with... because I did receive
16 Exhibit 4, but I don't know if Exhibit 3 came with Exhibit
17 4 or not.

18 Q. Well, Exhibit 4 should have come with Exhibit 2,
19 the first one.

20 A. Okay, then I don't recall. I can't say for sure
21 if I got Exhibit 3 or not.

22 Q. Okay. Do you understand under the Rules for
23 Enforcement of Lawyer Conduct you had a duty to file a
24 response in writing to Exhibits 2 and 3?

25 A. And, again, I did believe I did respond, and I

1 can't say I got Exhibit 3.

2 Q. And, as you said, your response was to inform us
3 that you'd notified Mr. Franklin of the grievance?

4 A. Correct.

5 Q. Did that response reply at all to the grievance,
6 in other words, explain anything about what Mr. Veira's
7 concerns were?

8 A. I did not respond until I had spoken to my
9 attorney about it and any particular details.

10 Q. And Exhibit 1 is the subpoena duces tecum for
11 this deposition. Did you receive Exhibit 1?

12 A. Yes, I believe that was forwarded to me from
13 Mr. Franklin.

14 Q. And do you understand that the reason for the
15 deposition is your failure to respond to Exhibit 2?

16 A. No, I did not understand that was the reason of
17 the deposition.

18 Q. I'm going to ask you questions about your
19 representation in this matter. And can you tell me first
20 who did you represent in the transaction for which
21 Mr. Veira filed the grievance?

22 A. I would classify myself as a neutral party.

23 Q. Mr. Veira was not your client?

24 A. He was considered the client, but I was --
25 again, I considered myself a neutral party and I was not

1 to favor one party or the other.

2 Q. And when you said he was considered the client,
3 who considered him the client?

4 A. Just the words in the agreements.

5 Q. And then Lighthouse Partners was the other party
6 to this agreement?

7 A. Correct.

8 Q. And were they your client?

9 A. No.

10 Q. Had you previously referred to -- or, I'm sorry,
11 had you previously represented Lighthouse Partners?

12 A. No.

13 Q. Had you previously represented any of the
14 individuals who formed Lighthouse Partners?

15 A. I had known one of the partners, but I wouldn't
16 say I, um, I represented him in an action.

17 Q. And you said that Mr. Veira was called the
18 client in the agreement. Who drafted the agreement?

19 A. I'm not sure which -- I did not draft any of the
20 agreements, so I cannot speak to who drafted the
21 agreements.

22 Q. I'm actually going to have you -- since we're
23 talking about it, can you look at Exhibit 10?

24 A. (Witness complies.)

25 Q. And if you go to the fourth page in.

1 A. Okay.

2 Q. Do you see the document it looks like there are
3 seven pages here and it's entitled "Commercial
4 Escrow/Exhibit B, Irrevocable Escrow Terms"?

5 A. Yes.

6 Q. Is that the agreement we've been talking about?

7 A. Yes.

8 Q. Okay. So you didn't draft this document?

9 A. No, I did not.

10 Q. Do you know who did?

11 A. No, I do not.

12 Q. How did you obtain this document?

13 A. It was sent to me.

14 Q. Who sent it to you?

15 A. Either Lighthouse or JV, Incorporated.

16 Q. Who first contacted you about being involved in
17 this transaction?

18 A. Lighthouse Partners initially contacted me, and
19 I had a, I guess, interview with both Lighthouse Partners
20 and JV, Incorporated.

21 Q. And do you know why Lighthouse Partners
22 contacted you in particular?

23 A. Just because I had known them and they asked if
24 I would be interested in doing it.

25 Q. So but you never previously represented those

1 individuals?

2 A. No, I had not.

3 Q. Who was your main contact with JV on this
4 matter?

5 A. Jerrel Veira.

6 Q. How about with Lighthouse Partners, who was your
7 main contact?

8 A. Doug Burch was the managing partner.

9 Q. And did you contact anyone else with either --
10 or sorry, did you have contact with anyone else at either
11 JV or Lighthouse Partners regarding this matter?

12 A. Um, I'm not sure who -- if -- there were other
13 people that were sometimes cc'd, you know, carbon copied
14 in the emails, but the two main people that I was speaking
15 with were Mr. Veira and Mr. Burch.

16 Q. And what did you understand this transaction
17 was?

18 A. It was a line of credit transaction.

19 Q. And who was supposed to do what to make this
20 happen?

21 A. Mr. Veira had to deposit money into the escrow.
22 There were some banking fees that I -- that there's parts
23 that I was not involved in, it wasn't anything that
24 concerned me, and there was supposed to be a line of
25 credit obtained by Lighthouse for Mr. Veira and, uh...

1 that was it, yeah.

2 Q. And were there certain requirements for that
3 line of credit?

4 A. That they had to get what they commonly refer to
5 as a SWIFT receipt.

6 Q. And what's a SWIFT receipt?

7 A. The receipt that -- acknowledging the
8 bank-to-bank line of credit.

9 Q. And did Lighthouse Partners get a SWIFT Receipt?

10 A. Yes.

11 Q. And did it comply with the requirements of the
12 agreement?

13 A. Yes. I saw the -- there was, you know, three
14 different steps and to -- what I could understand and what
15 I believed and I thought that all the terms were met, and
16 there was communications between the parties that both
17 parties were in agreement that the steps were met, they
18 were satisfied.

19 Q. Do you recall when in relation -- well, do you
20 recall when that was?

21 A. Me and Mr. Franklin were looking at those
22 earlier and I believe -- I'm not 100 percent -- but it was
23 June 11, 2014.

24 Q. Was when everything was done, so to speak?

25 A. Yeah, that's when I got the majority of the --

1 the communication. And I could be off a day or two, but
2 just because I was looking at the dates previous earlier
3 today, that's why that date's sticking out to me.

4 Q. Do you recall during this communication at any
5 time did JV indicate that the SWIFT receipt was not
6 sufficient or there was some problem with the transaction?

7 A. Not till later on.

8 Q. And do you recall when that was?

9 A. No.

10 Q. I'm going to ask you to look at Exhibit 8.
11 Looks like it starts at page 10.

12 A. Okay.

13 Q. And do you see there's a letter dated June 20,
14 2014, from Mr. Veira to you?

15 A. Yes.

16 Q. And is this the first time you were aware that
17 there was a problem, at least in Mr. Veira's perspective,
18 a problem with the transaction?

19 A. I never received this.

20 Q. You never received this letter?

21 A. No, I did not.

22 Q. When were you first aware that there was a
23 problem with the transaction from Mr. Veira's point of
24 view at least?

25 A. Um, I just received emails or a phone call

1 stating -- or I know I received emails, but I never
2 received this letter.

3 Q. Emails from him?

4 A. Yes.

5 Q. And do you recall when he first indicated that
6 he had a concern about this?

7 A. Can you repeat that question?

8 Q. Yeah, do you recall when he first notified you
9 that he had a concern?

10 A. No.

11 Q. Do you recall whether it was before or after the
12 June 11th date?

13 A. It would have been after.

14 These are my copies; correct?

15 Q. Yes. Sorry, I should have told you that.

16 So what specifically was your job in this
17 transaction, or your role?

18 A. To hold on to the escrow money, and if there's
19 something wrong with the transaction -- I'll start...

20 The escrow money in my understanding is
21 that it was an insurance policy for the parties to make
22 sure that both parties agreed to what the terms of their
23 contract was. And once that the -- once the steps that
24 they agreed upon were completed, then I was to release the
25 escrow money to Lighthouse Partners.

1 Q. And do you recall a provision in the agreement
2 that if -- Let's go back to Exhibit 10 and I believe it's
3 the fourth page in. Let's see, so under paragraph number
4 1 on the first page if you go down to the very last
5 paragraph which is right before paragraph 2, the paragraph
6 begins, "In the event that escrow agent does not
7 receive..."

8 Do you see where I am?

9 A. Yep.

10 Q. So do you remember this provision that if things
11 did not work out as planned, then not more than five
12 calendar days from the deposit you would return that to
13 Mr. Veira?

14 A. Yes.

15 Q. So do you recall when Mr. Veira gave you the
16 money, the escrow money?

17 A. I have that in -- I have the date in my -- I
18 don't -- I can't say right now. I was looking at that not
19 too long ago, but I can't remember the date. It was a few
20 days prior to the June 11th date. I hope that's right
21 too.

22 Q. And, as I understand, you were to keep \$4,000 as
23 your fee for your services?

24 A. Correct.

25 Q. Who picked that number? Or was that something

1 that you said this is my fee, or did they offer it? How
2 did that come about?

3 A. It was an offer.

4 Q. Do you recall what the purpose of the line of
5 credit was?

6 A. I was never told of what the purpose of it was.
7 It may have been mentioned in my presence, but I don't
8 recall because it wasn't part of my responsibility.

9 Q. And did you know Mr. Veira before?

10 A. No.

11 Q. Did you ever speak to him on the telephone?

12 A. Yes.

13 Q. Did you keep notes of your conversations with
14 him?

15 A. Not -- not, um, all the time, I guess.

16 Q. But there are some phone notes?

17 A. There may be. I can go back and look.

18 Q. How about with Mister -- I think you said Burch?

19 A. Burch, yes.

20 Q. Did you speak with him on the phone?

21 A. Yes.

22 Q. And did you keep notes of those conversations?

23 A. I may have.

24 Q. And then otherwise it sounds like you emailed
25 with these two gentlemen?

1 A. Yes.

2 Q. Did you ever write correspondence that you sent
3 via mail?

4 A. No.

5 Q. So once you believed as of about June 11th that
6 the parties -- that the steps had been met, I understand
7 you said from the agreement it was your responsibility
8 then to release the funds to Lighthouse Partners?

9 A. Correct.

10 Q. And did you do that?

11 A. Yes.

12 Q. And in what form did you do that?

13 A. Lighthouse Partners gave me some numbers to wire
14 the funds to.

15 Q. You mean account numbers?

16 A. Yes, account numbers.

17 Q. And did you wire it all in one transaction?

18 A. No, there was a couple different coordinates
19 that they were sent to me.

20 Q. So different amounts?

21 A. Yeah.

22 Q. Do you remember which amounts went to -- how it
23 was divvied up?

24 A. No.

25 Q. Let's take a look -- if you look at Exhibit 5.

1 So, first of all, I'm going to ask you to identify this
2 document. And the first page may not be of assistance to
3 you, but if you look in deeper into the document see if
4 you can identify it.

5 A. (Witness complies.) I thought this is an
6 account of mine.

7 Q. And is this the account to which you instructed
8 Mr. Veira to deposit the escrow funds?

9 A. Yes, this would have been the one that the
10 coordinates were given of mine.

11 Q. And is this business account your personal
12 account? What account was this?

13 A. There was -- I would have called it my -- more
14 of the business account. I had another account that I
15 used for more personal matters.

16 Q. And if you look, it's about a third, maybe a
17 little more of a third of the way through the package
18 there's a statement that spans the period of May 9, 2014,
19 through June 9 -- it might be June 8th, sorry -- 2014.
20 The dates are at the top in the right-hand corner right
21 above the account number, and they should be in
22 chronological number.

23 A. Okay, it says May 9th through June 9th?

24 Q. Yes, of 2014.

25 A. Okay. Yes.

1 Q. So do you see that bank statement?

2 A. Yes.

3 Q. And if you look at the transaction detail --

4 A. Yes.

5 Q. -- there's on May 12th it looks like there's a
6 deposit in the amount of \$50,000. Do you see where I am?

7 A. Yes.

8 Q. And is that part of what Mr. Veira wired to you
9 as this escrow transaction?

10 A. Yes.

11 Q. And then if you go down three more entries to
12 May 14th there's a deposit of \$254,000.

13 A. Yes.

14 Q. And is that the remaining portion of what
15 Mr. Veira wired to you?

16 A. Yes.

17 Q. And then the next entry on May 14th there's a
18 withdrawal in the amount of \$40,500; do you see that?

19 A. Yes.

20 Q. And where did that money go?

21 A. That would have went to one of the, um -- one of
22 the accounts that Mr. Burch instructed me to send it to.

23 Q. So did you wire it there?

24 A. Yes.

25 Q. And did you have to -- How did you do that?

1 Logistically how did that work?

2 A. Sent it from bank to bank.

3 Q. Okay. And if you look back four pages after --
4 keep your finger on this statement, but if you go back
5 four pages do you see there's a withdrawal in the amount
6 of \$40,500?

7 A. How many pages would you say?

8 Q. About four. So if you start with the bank
9 statement that's May through June that we were just
10 looking at --

11 A. Yeah.

12 Q. -- and continue on, go four more pages.

13 A. Oh, I'm going the wrong way, I apologize. Okay,
14 yes, I see that.

15 Q. There you go. So was this the instrument you
16 used to wire that money to Mr. Burch?

17 A. So what the bank did is they would take it out,
18 sometimes they would have to do a withdrawal and then
19 transfer, and not -- so they would withdraw and then they
20 would do a separate transfer sheet. Which I'm not seeing
21 those, but...

22 Q. So is this the withdrawal sheet for that
23 \$40,500?

24 A. Yes.

25 Q. And why did you send this amount?

1 A. It was certain amounts were requested that I got
2 to send to different locations.

3 Q. How did Mr. Burch instruct you? Did he send you
4 an email, did he call you, how did he tell you?

5 A. There was probably both sorts of communication.

6 Q. Okay. And this is your signature here under
7 Customer Signature?

8 A. Yes.

9 Q. So if you look back now at the statement, it
10 looks like you sent that only two days after you received
11 the first wire from Mr. Veira. So why -- did you have the
12 proof at that point that the transaction was satisfactory?

13 A. Yes, I would have had it then. Because the
14 transaction went quite quickly. They had their stuff.

15 Q. And then if you look at the next -- I'm still on
16 the statement --

17 A. Okay.

18 Q. -- if you look at the next entry also on May
19 14th there's a transfer to a checking account that ends in
20 7239. Do you see where I am?

21 A. Yes.

22 Q. What account is that?

23 A. It most likely is one of the, um... one of his
24 accounts.

25 Q. Mr. Burch's accounts?

1 A. Yes.

2 Q. Do you remember?

3 A. I can't tell you for sure, I would have to...

4 All I can tell you is I released the money as how it was
5 instructed by Lighthouse.

6 Q. And were those instructions in written form?

7 A. Some were emailed to me and some were probably
8 called to me. Because I don't -- I guess I wasn't
9 comfortable getting everything sent to me via email in
10 case there was to be some hacking problems or such.

11 Q. So if you continue down again on this bank
12 statement there's a wire fee, but then the next entry on
13 May 15th is a transfer to a Bank of America account that
14 ends in 6720.

15 Do you see that, in the amount of \$4,000?

16 A. Yes.

17 Q. And what account is that?

18 A. That would have been -- the 4,000 would have
19 been mine.

20 Q. So that's your account?

21 A. I'm -- I can't tell you by the numbers. I don't
22 know.

23 Q. But that's the \$4,000 that was your fee?

24 A. Yes, that's a good guess. Because my numbers
25 aren't looking -- I must have -- this must all go to May

1 because my June 11th date is a little bit off. I was
2 thinking May 11th.

3 Q. Okay, if you go down now to the next entry
4 there's three withdrawals on May 16. One is the in amount
5 of \$65,000; one is in the amount of \$176,000. Do you see
6 those?

7 A. Yep.

8 Q. And then there's \$4,226.75?

9 A. Yep.

10 Q. And what were those withdrawals for?

11 A. As I said, the amounts are -- there were --
12 Mr. Burch had me send them to a couple different -- or a
13 few different areas, not just the one account.

14 Q. So he had you send different amounts to
15 different accounts?

16 A. To different -- to different accounts. Because
17 some -- I actually do recall that in order for them to get
18 this SWIFT receipt and such, it did -- they did owe money
19 because that was part of their deal, so...

20 Q. Who owed money?

21 A. Mr. Burch did.

22 Q. Owed money to whom?

23 A. To different like bank fees or such. And he
24 just -- I just followed the instructions of what to do
25 with the escrow, because once the deal was performed I was

1 to release escrow to Lighthouse. So he just gave me
2 instructions of how he wanted it disbursed.

3 Q. So if you look now about six pages after that
4 same statement there's the withdrawal transaction for the
5 \$65,000?

6 A. Yes.

7 Q. Do you see that?

8 A. Yes.

9 Q. And is that your signature on the Customer
10 Signature?

11 A. Yes.

12 Q. So you're stating that this was the amount of
13 money that you sent to Mr. Burch?

14 A. Yes.

15 Q. And did you wire this to him?

16 A. Yes, I sent it bank-to-bank to transfer, wire,
17 I'm not sure which term you want to use.

18 Q. And then if you go one more page there's another
19 withdrawal ticket, \$176,000?

20 A. Yes.

21 Q. Is that your signature?

22 A. Yes.

23 Q. And what did you use this money for?

24 A. I followed Mr. Burch's instructions of where to
25 send it.

1 Q. Then if you go one more page there's a
2 withdrawal and it looks like you purchased a cashier's
3 check to Keller Williams Realty. What was that for?

4 A. That had nothing to do with this.

5 Q. So that's not related to Mr. Burch or Mr. Veira
6 or anything?

7 A. No. Correct.

8 Q. So what money were you using to buy this Keller
9 Williams Realty cashier's check?

10 A. That would have been in a different deposit.

11 Q. If you look back at the bank statement for May
12 and June of 2014 --

13 A. Yes.

14 Q. -- your balance at the beginning is either
15 \$81.94 or \$61.94, I can't quite tell. Do you see where I
16 am at the beginning of the transaction detail?

17 A. Yes. The same one we were just looking at?

18 Q. Yeah, the same one. So do you see at the
19 beginning the balance is -- it's either \$81 or \$61.94?

20 A. Yes.

21 Q. And then you see there are two deposits that are
22 wired from Mr. Veira?

23 A. Yeah. Okay, now, that would have been
24 another -- if it was in that time period it would have
25 been something that Mr. Burch had told me to send.

1 Q. So this \$4,226.75 cashier's check for Keller
2 Williams Realty, Mr. Burch instructed you to do that?

3 A. Yes, it would have been in that.

4 Q. Do you know why he instructed that?

5 A. I didn't ask. To me it was none of my
6 responsibility -- or not responsibility, but it had
7 nothing to do with me what he was asking me to do with the
8 money.

9 Q. And then if you go -- So I'm still on this
10 statement.

11 A. Okay, I'm still there with you.

12 Q. And if you go to the second page of it at the
13 top on May 19th there's an ATM withdrawal in the amount of
14 \$403?

15 A. Yes.

16 Q. And what was the purpose of that withdrawal?

17 A. I can't tell you.

18 Q. Like if it's an ATM withdrawal, is that a cash
19 withdrawal?

20 A. Most likely.

21 Q. Did you withdraw that money to send to
22 Mr. Burch?

23 A. If it's still in the amount, then yes, I would
24 have to... everything up to would fall into that. I think
25 we've already got to 300,000 here.

1 Q. So you're saying that if it's within the
2 300,000 -- well, 304,000 -- that everything had to do with
3 Mr. Burch with the exception of the \$4,000 fee?

4 A. Yes. And I can't tell you exactly where
5 everything went at this time. But it all went to
6 Lighthouse and how they wanted me to disburse it.

7 Q. Then if you go to the third line on the second
8 page of that statement, it's May 28, there's a transfer to
9 Bank of America, account ending in 6720. Do you see that?

10 A. Yes.

11 Q. And that's \$4,000?

12 A. Yes.

13 Q. And what was the purpose of that transaction?

14 A. It would have been something that Mr. Burch --
15 because Mr. Burch was the one that was telling me where it
16 could go. I can't remember if that was another -- if that
17 was my payment. That could have been my payment from him.

18 Q. Well, isn't your payment from him covered back
19 here on May 15th?

20 A. Yeah, that was from Mr. Veira. Yeah, that was
21 from Mr. Veira. Lighthouse also paid me as well.

22 Q. They paid you separately \$4,000?

23 A. They each had to pay me \$4,000.

24 Q. Okay. Where is the deposit for this \$4,000? If
25 you're moving on May 28th, if you're moving \$4,000 to your

1 other account as your payment, where's the deposit for
2 that?

3 A. It was the three thousand -- \$300,000 was
4 authorized to be released to Lighthouse.

5 Q. Right.

6 A. Because I met, so it was their money. So do you
7 understand that I met what the escrow agreement said.
8 They met, and so the money was to be released to
9 Lighthouse as per they instructed.

10 Q. Okay. So then how does this \$4,000 on May 28th
11 go to your account? Why does that happen?

12 A. I'm just guessing. As I said, I can't tell you,
13 I don't have the list of where everything went and
14 Mr. Burch would have authorized it. And I can get a
15 statement from him saying that he authorized the release
16 of funds to go to multiple different locations.

17 Q. Okay. If you look then on May 29th there's
18 again an ATM withdrawal in the amount of \$203. And what
19 was the purpose of that?

20 A. I'm not sure. I don't know.

21 Q. That's cash that you took out at the airport it
22 looks like?

23 A. Yes.

24 Q. And then starting on June 2nd it looks like
25 there are a number of transactions that occur in Las

1 Vegas, Nevada?

2 A. Yes.

3 Q. On June 2nd there's \$36 to the Mirage Hotel
4 Dolphin; another, a \$16 also that same date; \$14.64 for a
5 taxi, also on the same date; \$13 to Revolution, also on
6 that same date. Do you see where I am?

7 A. Yes.

8 Q. So what were the purposes of those transactions?

9 A. It was when I was meeting with Mr. Burch.

10 Q. Okay. So you met with him it looks like in June
11 of 2014?

12 A. Yes.

13 Q. And what was the purpose of that meeting?

14 A. To -- to follow up with and finish off the
15 transaction.

16 Q. What did you need to do to finish off the
17 transaction at that point?

18 A. Just to make sure that everything was in line.
19 I don't really -- that was pretty much it.

20 Q. And why did you need to travel to Las Vegas to
21 do that? Why couldn't you do that by phone or email?

22 A. Because I was going down there anyway.

23 Q. Okay. So you were going to Las Vegas anyway for
24 just a personal trip?

25 A. Personal and business.

1 Q. Okay. And so you meet with him down there?

2 A. Yeah, because he lives there.

3 Q. So what's the purpose of these transactions then
4 in Las Vegas starting on June 2nd?

5 A. To just get around. This would have been...
6 just to get around. I don't know what else to say.

7 Q. So was this coming out of the 300,000 that
8 Lighthouse Partners was to receive from Mr. Veira?

9 A. At this point I would have considered it -- I
10 believe I would have considered it personal money.

11 Q. Where is the deposit that would cover these
12 then?

13 A. I believe there was a check from -- that was
14 deposited at some point. I don't recall. I'm not seeing
15 it, but, um... I'm not sure. It was all...

16 Q. So I'm going to start back up here, I'm on page
17 2 of the May 9th through June 9th statement. Starting on
18 June 2nd there's several -- well, actually the rest of
19 that page is all withdrawals in some form. And so you
20 considered all of those to be personal?

21 A. I can't -- I can't say one way or the other at
22 this point. I just...

23 Q. What information would you need to be able to
24 determine that?

25 A. A memory. I'm not... All I can tell you is

1 that Mr. Burch wanted me to do so much with so much of the
2 money, maybe I didn't transfer my payment and I used --
3 everything was taken care of and then the rest was
4 personal. I can't give you -- this -- I can't tell you
5 what I can't tell you.

6 Q. Is there anything more on this May through June
7 statement that you recognize as part of the 300,000 that
8 was to go to Lighthouse?

9 A. Everything up to the amount was -- I was either
10 paid or allowed to use or released to Lighthouse. And I
11 can get a statement from Mr. Burch saying that.

12 Q. So if you look at there's June 6th, again,
13 there's a transfer to the account that ends in 6720 in
14 \$3,750.

15 A. Yes.

16 Q. Do you see where I am?

17 A. Yes.

18 Q. And what was the purpose of that?

19 A. I don't know.

20 Q. Is that, this 6720 account, is that your
21 account? The account that ends in 6720?

22 A. Let me -- there was a couple of transactions.
23 This is -- I remember now. This account would not allow
24 me to wire to certain accounts, so it was easier to
25 transfer to the Bank of America account and then to a

1 different account.

2 Q. And whose Bank of America account was this, this
3 6720?

4 A. That's mine. But what I did was I put some of
5 the money into that account and transferred it to other
6 accounts because a lot of this was Chase to Chase and then
7 I was able to transfer from Chase to Bank of America, and
8 then I could go from Bank of America and then get, um...
9 transfer from Bank of America, I believe is what I was
10 doing.

11 Q. Do you recall what financial institution the
12 accounts were where Mr. Burch wanted you to send money?

13 A. No, I can't tell you.

14 Q. Do you remember if they were all the same
15 financial institution?

16 A. No, they were not. And, like I said, I used
17 some of it to -- he asked me to just pay directly to
18 someone else, you know, because he did acquire some fees
19 from doing the transaction with Mr. Veira. So that's
20 where some of this went. There wasn't all two financial
21 institutions, I know he asked me to send it to other
22 places.

23 Q. I'm going to ask you to go to the next bank
24 statement which is about ten pages or so back, and it's
25 June 10, 2014, through July 9, 2014.

1 A. Which one was that?

2 Q. The next bank statement which is June 10, 2014,
3 through July 9, 2014.

4 A. Okay, I'm not there yet. (Pause.) Yes. Now
5 July 10th through June --

6 Q. June 10 through July 9.

7 A. Isn't that the one we were just looking at?

8 Q. No, we were looking at May.

9 A. Okay.

10 Q. Are you on June 10 through July 9?

11 A. Yes.

12 Q. And do you see then the first entry there under
13 Transaction Detail is June 16?

14 A. I'm one page farther. Okay.

15 Q. Do you see June 16?

16 A. Yes.

17 Q. And there it looks like it's a purchase at a
18 pizzeria in Seattle?

19 A. Yes.

20 Q. And was that a personal purchase, or was that
21 part of a Lighthouse transaction?

22 A. That would have been a personal, I'm guessing.

23 Q. How about the next one on June 17, also a
24 pizzeria purchase?

25 A. Yes. Because you can tell there were some, um,

1 I had some deposits in here.

2 Q. Where are the deposits?

3 A. The 20th.

4 Q. Okay. But back here on the 16th and 17th you
5 bought pizza; right?

6 A. I must have.

7 Q. Okay, and those are not related to Mr. Burch?

8 A. Yes, but I had other money now that should not
9 have been responding.

10 Q. What do you mean it shouldn't have been
11 responding?

12 A. The 300 that -- this is different money.

13 Q. Okay. So where's the deposit before June 16th
14 that would cover this?

15 A. Do you ever get transfers, some things, then it
16 says it's going to be transfered and it doesn't get there
17 in a couple of days? I'm assuming that's where this is
18 coming from.

19 Q. How about on the 19th then, it looks like
20 there's a Metropolitan Market --

21 A. Yes.

22 Q. -- purchase. Is that also a personal?

23 A. Yes. At this point then I would -- the
24 Lighthouse transactions would have been completed.

25 Q. And if you look down over the rest of the

1 entries on this June 10 through July 9, 2014, statement,
2 do you believe everything on here is personal?

3 A. Yes.

4 Q. So Lighthouse is out of the picture now?

5 A. Yes. Yeah. The money would have been taken
6 care of.

7 Q. Okay.

8 A. I did not -- I used everything that Lighthouse
9 told me where to put it and what I was able to take and
10 what I was able to use it for was all under Lighthouse's
11 direction.

12 Q. Okay. Who gave Mr. Veira the account
13 information for your Chase account for the deposit? Was
14 that you or was that Mr. Burch?

15 A. Well, it had to come from me. I'm not sure if I
16 gave it directly -- which party I gave it to.

17 Q. Are you aware at some point that Mr. Veira hired
18 a lawyer named Mr. Goss?

19 A. Yes.

20 Q. And when did you first become aware of that?

21 A. I'm not sure.

22 Q. I assume it was after the financial transactions
23 we've talked about?

24 A. Yes. Mr. Veira had been borderline not
25 harassing and threatening me before he hired Mr. Goss.

1 Q. And how was he doing that? Was it by email, by
2 telephone?

3 A. Both. I asked him to stop calling -- contacting
4 me. So I think that's probably when he went about to hire
5 Mr. Goss.

6 Q. So if you take a look at Exhibit 4.

7 A. Okay, here we go.

8 Q. And can you identify this document?

9 A. That is what appears -- I believe this was what
10 I received from the WSBA.

11 Q. So this is Mr. Veira's grievance that he filed
12 against you?

13 A. Yes, this is what it is.

14 Q. If you look on the second page do you see -- I'm
15 about in the middle of the page in a paragraph that begins
16 with, "My firm placed the \$300,000..." Do you see where I
17 am?

18 A. Yes.

19 Q. Okay. And he states that he placed the \$300,000
20 into your escrow account and then "Lighthouse Partners was
21 then supposed to provide a verifiable SBLC from a bank
22 that both parties contractually agreed upon, which they
23 never supplied to my firm."

24 Do you see where it says that?

25 A. Yes, I do.

1 Q. And so you disagree with that statement?

2 A. Yes, I disagree and would -- yeah, I disagree, I
3 contest that. That's an untrue statement.

4 Q. What does SBLC stand for?

5 A. I'm not sure what it stands for. They have so
6 many acronyms for different things that I don't know what
7 it means. But I did receive that and so did Mr. Veira.

8 Q. If I recall correctly, at some point you
9 indicated to Mr. Goss that you were willing to go to
10 arbitration regarding this dispute?

11 A. I didn't care what they did. I told them that
12 in the agreement if they weren't in agreement it was
13 agreed that they'd go to arbitration.

14 Q. Who is them?

15 A. Mr. Veira and Lighthouse. That was supposed to
16 be if they didn't -- if there was anything to contest
17 later on, they were going to go to arbitration. I
18 encouraged the parties to go to arbitration from the
19 beginning when I realized they were no longer agreeing to
20 the terms. I said I shouldn't even be a party of it.
21 Because if you read through the escrow agreement it does
22 take me out of any claim. Because, yes, if Lighthouse was
23 found in -- out of contract at this point, then Lighthouse
24 would have to pay Mr. Veira -- so I -- I formally
25 responded to Mr. Goss and said I -- I would agree to

1 arbitration, but I'm not supposed to be a party. I
2 encouraged them to go ahead and go ahead with arbitration
3 at this point. I should not have been a party. That was
4 my belief.

5 Q. And was there ever an arbitration that you're
6 aware of?

7 A. It's still being pursued.

8 Q. They're still pursuing arbitration?

9 A. Yes. Now they're -- Mr. Goss has brought suit.

10 Q. Okay. And on -- Hold on a minute.

11 A. Mr. Veira assumed I still had the escrow money,
12 but I had released it per the agreement to Lighthouse.
13 That's why I said I should not be a party of the
14 arbitration.

15 Q. Did you ever tell Mr. Goss or Mr. Veira that you
16 released it to Lighthouse Partners?

17 A. Mr. Veira knew I did.

18 Q. How did he know that?

19 A. It was communicated to him from me and
20 Lighthouse at the beginning. Then I stopped talking to
21 Mr. Veira when he started getting threatening. One, I
22 believed that I should be out of this, and I even
23 encouraged Lighthouse to, you know, to do something about
24 it but -- so I would be left alone.

25 Q. So if you look at Exhibit 4, it looks like the

1 sixth page back --

2 A. Some of these -- well, I guess I'll wait till
3 you ask the question.

4 Q. Do you see the "Order Compelling Johnson to
5 Interplead Funds"?

6 A. Yes.

7 Q. And this order was signed on November 26, 2014?

8 A. Yes.

9 Q. And on the second page do you see that it orders
10 Defendant Holly J. Johnson to -- "is hereby ordered to
11 deposit \$300,000 with the court registry within seven days
12 of the date of this order"?

13 A. Yes.

14 Q. Did you do that?

15 A. No. How could I?

16 Q. What do you mean how could you?

17 A. I didn't have the money.

18 Q. And did you notify Mr. Goss of that?

19 A. I notified -- I didn't make probably that
20 statement. I asked -- I told him I would get the money
21 from Lighthouse and then interplead it, but Lighthouse
22 still they kept saying they were going to interplead it
23 and they never did.

24 Q. Lighthouse was going to interplead it?

25 A. Yes, or they would have me do it. Give it back

1 and then -- But that never happened.

2 Q. If you go two more pages then there's an email
3 from you to Chip Goss dated December 2, 2014, at
4 3:55 p.m.?

5 A. Right.

6 Q. And do you see it starts, "Chip, thank you for
7 your prompt response. Yes, I am agreeing to deposit the
8 funds as soon as I return."

9 A. Yes, because Lighthouse said they were going to
10 give it to me.

11 Q. And did you do that?

12 A. No, because Lighthouse never gave me the money.

13 Some of these forms I'll just tell you now
14 that I never received. They said they were served upon me
15 and they never were.

16 Q. If you keep going back still in Exhibit 4 -- it
17 might be easier to count from the end. Hold on here. Six
18 pages from the back.

19 A. Okay.

20 Q. Do you see there's an "Order to Show Cause on
21 Motion for Pre-judgment Writ of Attachment"?

22 A. Yes.

23 Q. And this was filed February 2, 2015?

24 A. Yes.

25 Q. And if you turn to the second page, do you see

1 it's "Ordered, Adjudged, and Decreed that Defendant Holly
2 J. Johnson shall appear on February 17, 2015, at
3 4:00 p.m."?

4 A. Yes.

5 Q. And did you appear on that date?

6 A. No, I did not.

7 Q. Why not?

8 A. Because I believe either I was not in town or
9 there was a lot of these things from Mr. Goss that was
10 served -- he said was served upon me and I never received.
11 I received -- I remember I received a packet from him
12 after the winter was over on my deck frozen to the bottom
13 of it. Someone must have threw it on there and they
14 called that service. I never received a lot of this
15 information. And I agreed to Mr. Goss to give Lighthouse
16 the information I have, unlike Lighthouse Partners because
17 my belief is the reason they were going after me is
18 because I'm the only one that answered anything and they
19 could find me. And I'm not sure why they weren't able to
20 serve Lighthouse Partners, but they kept saying they
21 couldn't.

22 Q. And how did you know -- Is it Mr. Burch that
23 you knew from before?

24 A. He was the managing partner.

25 Q. But you said you knew somebody who worked with

1 Lighthouse Partners?

2 A. Yes.

3 Q. Was it Mr. Burch or somebody else?

4 A. Someone else.

5 Q. But you didn't have any communication with that
6 person --

7 A. No, after this it was Mr. Burch who's the
8 managing parter.

9 Q. Had you ever met Mr. Burch before?

10 A. No. Just same with Mr. Veira, I had interviews
11 via phone with both of them.

12 Q. I'm going to ask you to take a look at Exhibit
13 6.

14 A. Okay.

15 Q. And can you identify that?

16 A. It says, "Complaint for Breaches of Contracts
17 and to Compel Arbitration and Interpleader."

18 Q. Have you seen this document before?

19 A. No, I never received this one.

20 Q. Have you seen it before today, though?

21 A. I don't think I've seen this one. I think I've
22 seen it, I'm not sure if this is the one I have seen.
23 Because I -- this is one, no, I have not seen.

24 Q. Okay. But you were aware that they filed a
25 complaint against you?

1 A. After the fact.

2 Q. Right, but you're aware now that they have?

3 A. Oh, I'm aware now, yes.

4 Q. Okay. But you think you've seen a complaint
5 different than this one?

6 A. I don't know if I've ever seen the full
7 complaint, if it wasn't something that you sent. You sent
8 me from the -- through the grievance, that would be the
9 only one I've seen. And then after then I informed my
10 attorney, Mr. Franklin and Mr. Goss that he would send
11 everything to Mr. Franklin. Because I have been saying I
12 have not received a lot of the original motions that they
13 had been sending to the Court.

14 Q. Okay. So you informed Mr. Goss that
15 Mr. Franklin was representing you in the civil action?

16 A. Correct.

17 Q. Okay. I'm going to ask you to look at Exhibit
18 8. I'm sorry, let's go to 7. I've got them out of order.

19 A. Okay.

20 Q. First, can you identify this document?

21 A. It's being listed as a "Contempt Motion".

22 Q. Have you seen this document before?

23 A. I think this was sent in this -- I'm not going
24 to say one way or the other. I'm not -- I never was
25 served anything upon -- No. I may have seen it after the

1 fact, but if this is the one that said it was noted for
2 Thursday then, Thursday, December 18th, I didn't receive
3 any of these.

4 But, again, I did know that the motions
5 were going on after the fact.

6 Q. Okay. I'm going to ask you to look at Exhibit
7 8, and I'll ask if you can identify that.

8 A. It says, "Declaration of Chip Goss, Supporting
9 Motion to Compel Arbitration and Interpleader."

10 Q. And have you seen this document before?

11 A. I believe I have seen this. It was included in
12 the grievance.

13 Q. If you go --

14 A. But I was never served this one, and I do know
15 the first time I saw this is when it was included with the
16 grievance.

17 Q. If you go eight pages into the document.

18 A. Okay.

19 Q. This is an email from you to Chip Goss dated
20 September 19, 2014; is that correct?

21 A. Yes.

22 Q. And do you see it starts out, "Mr. Goss, I'm
23 traveling so it's hard for me to respond. I said in my
24 earlier email I accept arbitration. I still hold that
25 this is a dispute between Mr. Veira and Mr. Burch"?

1 A. Yes.

2 Q. Then if you go down to a prior email in that
3 same string on the same page on September 18th at 4:03
4 p.m; do you see where I am?

5 A. Yep.

6 Q. And in the second paragraph of your email which
7 begins, "For the record, I still hold"; do you see where I
8 am?

9 A. Yes.

10 Q. And you indicate you don't think you're a party.
11 And then, "However, Mr. Burch authorized the release of
12 funds as the Final Verbiage Version 6.0 was approved by
13 Mr. Veira and authorized for disbursement by Mr. Burch."

14 A. Yes.

15 Q. What is Final Verbiage Version 6.0?

16 A. It would have been referring to...

17 Q. The agreement?

18 A. ... the agreement, yeah.

19 Q. So where in the agreement were you referring
20 specifically?

21 A. Just the agreement in general, the final agreed
22 upon verbiage of the contract.

23 Q. So did you and Mr. Burch and Mr. Veira go back
24 and forth with this language about this contract?

25 A. They might have. They did. I just signed the

1 last one they agreed upon.

2 Q. So why do you refer to it as 6.0? Is there
3 somewhere on here that indicates that it's the sixth
4 version, or?

5 A. There was a heading of the contract that I got
6 that said that. So I used that same -- same wording.

7 Q. Do you see it on this copy that you have of the
8 contract which is in Exhibit 10?

9 A. No. I'm saying that was just what they referred
10 to it as. And so that would explain to Mr. Veira what I
11 was referring to. I don't know why it was called that, it
12 just was. And I can't answer to whether they went through
13 a couple different versions. I cannot contest to that. I
14 don't have any knowledge of that.

15 Q. I'll ask you to take a look at Exhibit 9.

16 A. (Witness complies.)

17 Q. Can you identify that document?

18 A. It says, "Motion to Compel Arbitration and
19 Interpleader."

20 Q. Have you seen that document before?

21 A. I saw it after the fact, not until -- actually I
22 don't know if I've seen this one. And I'm sorry I can't
23 be more specific, but there's so many different ones with
24 similar subjects, so I -- that's why I keep saying I don't
25 know if I've seen this one or which ones I have seen.

1 Q. How about Exhibit 10, I'll ask you to identify
2 that.

3 A. We've already looked at 10.

4 Q. Yeah.

5 A. Okay, just making sure. It says, "Declaration
6 of Jerrel Veira Supporting Motion to Compel Arbitration
7 and Interpleader."

8 Q. And have you seen this document before?

9 A. I've seen Exhibit A of the -- Exhibit 10.

10 Q. And that's the Escrow Agreement?

11 A. Correct.

12 Q. And actually I'm going to ask you to look at the
13 Escrow Agreement. And it looks like the first three pages
14 there are initials at the bottom which must be Mr. Veira's
15 initials; is that correct?

16 A. Yes.

17 Q. I'm sorry, the first four pages.

18 A. Correct.

19 Q. And then on the fifth page it looks like there's
20 your signature at about three-quarters of the way down the
21 page; is that correct?

22 A. Yes. And mine is very hard to see.

23 Q. If you look at the very last page, are those
24 your initials down at the bottom? On the very last page?

25 A. Yes.

1 Q. Okay. I'm going to ask you to -- Never mind,
2 Exhibit 11 is a duplicate, we've looked at that already.

3 A. Okay.

4 Q. As is 12. I'll ask you to look at Exhibit 13.

5 A. Okay.

6 Q. And can you identify that?

7 A. "Order of Contempt Against Defendant Holly J.
8 Johnson."

9 Q. And have you seen this document before?

10 A. I have seen this.

11 Q. And on page two of the document do you see about
12 a quarter of the way down it states, "Further, Ms. Johnson
13 is again ordered to deposit \$300,000 with the court
14 registry within seven days of the date of this order"?

15 A. Yes.

16 Q. Did you do that?

17 A. No.

18 Q. Why not?

19 A. Because I released the money to Lighthouse. I
20 no longer had the money and I couldn't respond to them. I
21 could not deposit the money I did not have.

22 Q. And you told Mr. Goss this, you told him that
23 you didn't have it anymore?

24 A. I'm not sure exactly what I told him. I believe
25 I told him -- actually my recollection is I told him that

1 I should not be a party because I am no longer in
2 possession, et cetera. I didn't make a lot of statements,
3 but I also told him I was working on trying to get
4 Lighthouse to return it. I'm not sure what his
5 understanding of that was, but I thought it was pretty
6 clear.

7 Q. If you take a look then at Exhibit 14 I'll ask
8 you to identify that.

9 A. "Declaration of Chip Goss Supporting Contempt."

10 Q. And have you seen this document before?

11 A. No, I have not.

12 Q. I'll ask you to look at Exhibit 15.

13 A. Yes.

14 Q. Can you identify this?

15 A. No.

16 Q. How about the portion in the center of the page?

17 A. Oh, I was asking Mr. Goss if I could -- if I was
18 able to transfer the money from North Dakota if I was able
19 to get it.

20 Q. So here it says, "but I need instructions on how
21 to get it to the Court."

22 A. Yeah.

23 Q. And did Mr. Goss respond to this email?

24 A. I think we talked about it and said I could --
25 if I was able to get it -- this memory just is in my

1 head -- if I was able to get it, then I could transfer it
2 to him and he'd get it to the Court. At this point I
3 still did not have the money. I was trying to get
4 Lighthouse to either get it to the Court or give it to me
5 so I could give it to the Court.

6 Q. I'm going to ask you to look at Exhibit 16.

7 A. Yes.

8 Q. And can you identify that?

9 A. It's a "Motion to Continue" written by me
10 because I found out a different way that by proper service
11 that I was not going to be able to make it.

12 Q. And if you look at the line that's between lines
13 14 and 15, do see you wrote, "I thought I figured out a
14 way to wire the funds from out of the state, but it did
15 not work"?

16 A. Yeah.

17 Q. What way did you think you'd figured out?

18 A. I don't know. Yes, I do. I just had to read
19 the rest. That Lighthouse said they were going to do it,
20 and they said they would have it taken care of.

21 Q. So Lighthouse was going to wire the funds to
22 where?

23 A. To the Court.

24 Q. Directly?

25 A. Yeah.

1 Q. Okay. But it did not work? What do you mean by
2 that?

3 A. That means they did not do it. I didn't -- I
4 didn't know what -- honestly I did not have statements to
5 be making at that time. I didn't know if that was -- who
6 was going to be doing what. So I just said it did not
7 work because I could not get them to do it, even though
8 they said they were going to do it. At this point I'm
9 getting pretty frustrated with everyone.

10 Q. If you could look at Exhibit 17.

11 A. Yes.

12 Q. Can you identify that?

13 A. An email sent to Mr. Goss.

14 Q. From you?

15 A. Yes.

16 Q. And this is dated January 15, 2015?

17 A. Yes.

18 Q. If you go to the second paragraph you state, "I
19 do understand if you contest the continuance tomorrow, but
20 I ask with mercy give me two weeks and the money will be
21 yours a/k/a the Court's, and I will be done."

22 A. Yes.

23 Q. What were you planning there? What did you mean
24 by that?

25 A. Lighthouse told me they were going to send it to

1 the Court to me. They kept making promises that they
2 would get me out of this lawsuit. That's what a lot of
3 this is, me trying to -- they said they were going to get
4 me out of the lawsuit by getting the money to the Court or
5 to me to give to the Court or Mr. Goss, but none of these
6 never happened.

7 Q. So in this January 15, 2015, email, by this
8 sentence, that first sentence in paragraph two, you still
9 think that Lighthouse is going to within the next two
10 weeks send the money to the Court?

11 A. That's what I was told. Or I guess hoping.

12 Q. But if you go back then to Exhibit 16, which is
13 your Motion to Continue, you said that you had already --
14 you thought Lighthouse was going to wire the funds
15 directly to the Court, but they didn't do it.

16 A. They kept saying they were going to,
17 Ms. Stonefeld. They kept saying, okay, I'll get it, I'm
18 getting it, I'm getting it. Finally I gave up on that
19 hope after a while. I wanted to get out of the lawsuit
20 because Mr. Goss said if the money gets to the Court they
21 would get me out of -- he would just dismiss my name out
22 of it.

23 Q. Did Lighthouse or any of their representatives
24 say why having not sent the money they still planned to?
25 Why had they not done it, but it was still coming?

1 A. I can't -- I can't tell you what I thought what
2 they were thinking.

3 Q. Did they ever tell you a reason why it hadn't
4 been so far?

5 A. No, they just said it was going to get there. I
6 don't know why.

7 Q. And then if you would talk to them after it
8 wasn't there, they'd say, oh, we're still working on it?

9 A. Yes.

10 Q. But they didn't tell you why they weren't able
11 to do it?

12 A. No. I can't tell you what I don't know. I just
13 wanted out of the lawsuit so I was trying my best to get
14 them to get the money to them.

15 Q. I'm going to ask you to look at Exhibit 19.

16 A. Yes.

17 Q. First of all, can you identify this?

18 A. It's another email.

19 Q. And dated December 10, 2014?

20 A. Yes.

21 Q. From you to Mr. Goss?

22 A. Yes.

23 Q. And if you look back -- I'm sorry, if you look
24 at the second paragraph you state, "What I want is to fly
25 back to Seattle on Friday to take care of your matter."

1 A. Yes.

2 Q. And so what did you plan to do at this point
3 when you got back to Seattle?

4 A. To actually get to court.

5 Q. So you would appear for what proceeding? Or in
6 what hearing?

7 A. I think there was a court -- yeah, there -- I
8 think. I'm getting frustrated with all these dates. I
9 can't remember and it's bothering me. Again, there was a
10 couple court dates set and I found out after the fact.
11 And if you look at page two, that's what I keep trying to
12 tell you that if he would drop the case from my name if
13 the money would get there. That's what I was trying to do
14 in all these.

15 Q. So when you said on December 10, 2014, "What I
16 want is to fly back to Seattle on Friday to take care of
17 your matter," you planned to go in to court on one of
18 these --

19 A. I don't know what I planned. I'm sorry to
20 interrupt. I don't know what I planned. I just couldn't
21 get much done when I was halfway across the country.
22 Everything, my files and everything was in Seattle. I
23 can't tell you exactly what I was thinking. I do know
24 what I'm thinking is I wanted to get this taken care of.
25 I wanted the money back in to the Court so what would

1 happen is what Mr. Goss said, that he would drop me from
2 the suit and everything would be done with me. But it's
3 hard to deal with two -- and they weren't even willing --
4 I gave them Lighthouse's information, but they still only
5 bothered me. It was getting frustrating. I don't know
6 what I meant. It was during the holidays and I was back
7 and forth, I was sick, and you can ask me the same
8 question for every single one of these and I'll give you
9 the same answer. I wanted to get the money to the Court
10 so I would be done in this court proceeding. And I was
11 trying my hardest to get Lighthouse to comply, and they
12 kept promising me they would. After a while I gave up.

13 Q. So, again, I'm going to ask you to look at
14 Exhibit 20.

15 A. Yes.

16 Q. And is this an email from you to Mr. Goss on
17 December 2, 2014?

18 A. Yes, if it says my name in it, it is.

19 Q. And so in the first line it says, "Yes, I am
20 agreeing to deposit the funds as soon as I return."

21 A. Which one are we looking?

22 Q. The first line of that December 2nd.

23 A. Yeah.

24 Q. And if you go to the second page of Exhibit 20,
25 is that also an email from you to Mr. Goss dated December

1 2, 2014?

2 A. Those dates don't sound right, but that's what
3 it says.

4 Q. Well, take a look near the top of page two.

5 A. I know, I just said the dates don't seem right,
6 but that's what it's saying. And if you look at my email
7 I'm asking them why they aren't trying to get a hold of
8 Lighthouse and why I'm doing all the work.

9 Q. What do you believe the posture of the civil
10 action is right now?

11 A. It's still the same place.

12 Q. So it's still an active --

13 A. Yeah.

14 Q. Are there any dates pending that you're aware
15 of?

16 A. I think there's a case scheduling of some sort,
17 but I don't know where it is or what it says.

18 Q. If you take a look at Exhibit 26.

19 A. Yes.

20 Q. Can you identify that document?

21 A. It says, "Declaration of Chip Goss Supporting
22 Motion for Pre-judgment Writ of Attachment."

23 Q. That's number 26?

24 A. That's 25. Sorry. "Writ of Attachment."

25 Q. Okay. And have you seen this document before?

1 A. No, I have not. I have not seen it. I know for
2 a fact I've never seen this before.

3 Q. When you received the initial two transfers from
4 Mr. Veira, the 50,000 and then the 254,000, did you notify
5 him of the receipt of that money?

6 A. There would have been some sort of conversation,
7 yes.

8 Q. A phone conversation, or do you remember if it
9 was an email?

10 A. There was so many conversations either via email
11 or via phone that I'm not sure which one it would have
12 been.

13 Q. Did you have difficulty communicating with him
14 because of the time difference?

15 A. Yes, sometimes -- a lot of the time, yes. But
16 at sometimes I believed he was in New York so he was able
17 to talk in different hours. But I do remember him calling
18 at all different hours.

19 Q. So Ms. Johnson, I have completed all the
20 questions that I have for you today, however, I have a
21 list of items that I'm going to ask you to provide to us
22 because we haven't received any response from you or on
23 your behalf regarding this grievance until your testimony
24 today.

25 A. Okay.

1 Q. And so there's some information that I'm going
2 to ask you to collect. And what I'd like to do is I'll go
3 ahead and I'll put it on the record, and then either I can
4 give you a list, or actually what might be more accurate
5 is if once we get the transcript from the court reporter
6 you can look at that portion of the transcript so that you
7 know what I'm asking for.

8 A. Okay.

9 Q. And I'd also like you to think about how long it
10 will reasonably take you to get the information. I don't
11 want you to pick a date and shortchange yourself. I want
12 you to think, you know, what a really reasonable time
13 would be.

14 And let me go off the record and ask the
15 court reporter roughly when she thinks she might have the
16 transcript done.

17 [DISCUSSION OFF THE RECORD]

18 Q. (By Ms. Powell) So let's say you get the
19 transcript early next week. And there will be just one
20 portion of it that will address what we're requesting. So
21 how long after that do you think it's reasonable for you
22 to get the materials, get them to Mr. Franklin, and he'll
23 get them to us?

24 MR. FRANKLIN: What is it that you
25 need? So let's go through that and then we'll figure out

1 what's realistic.

2 Q. (By Ms. Powell) Okay. I'm interested in the
3 response that you sent to us in response to Exhibit 2.
4 Exhibit 2 was the initial request for information, and you
5 said you thought you sent an email or something, or a
6 letter.

7 A. Okay.

8 Q. I'm interested in the SWIFT receipt.

9 A. Okay.

10 Q. I'm interested in copies of the communication
11 between you and Mr. Burch and Mr. Veira, or parts of those
12 people regarding the fact that the steps had been met to
13 get this line of credit and that it had all worked out
14 sufficiently.

15 A. Okay.

16 Q. I'm interested in the communications between you
17 and Mr. Burch or anyone else at Lighthouse Partners
18 regarding the disbursement of the \$300,000.

19 A. Okay.

20 Q. I'm interested in any communications between you
21 and Mr. Burch regarding your requests, or the fact that
22 there's now a dispute over these funds. And you testified
23 today that you asked Lighthouse Partners to put them in
24 the court registry or return them to you. All of those
25 steps, the communications regarding the money that's

1 disputed between you and Lighthouse Partners.

2 A. Uh-hum.

3 Q. And the communications would include emails,
4 written correspondence if you wrote a letter, even if you
5 sent it by email, or copies of thumb notes with this
6 information if you had phone conversations with them,
7 either Mr. Veira or Mr. Burch. And also correspondence
8 with Mr. Veira after -- I guess starting with the -- You
9 testified that the parties were all in agreement that the
10 steps had been met, but clearly at some point Mr. Veira
11 disagrees with that. So the communications between
12 Mr. Veira and you about his disagreement with the fact
13 that the steps had been met.

14 And I think that's it for right now.

15 A. Okay.

16 MR. FRANKLIN: Holly, I'm assuming
17 from what you said that the majority of this is going to
18 either be in emails. Do you use text also very often?

19 A. Yes, I do, but I don't think I would have with
20 Mr. Veira because he was irrational.

21 MR. FRANKLIN: So I don't know how
22 long -- I mean, I'm assuming that all of that is still
23 going to be available. Do you think your emails will
24 still be in your system, you could recover them?

25 A. I will look and see what I have left. Whatever

1 I have.

2 MR. FRANKLIN: Okay, because we're
3 going back to June of last year.

4 A. Yeah, I can't guarantee I'm going to be able to
5 get everything completely the way you want it, but I'll
6 get you whatever I can find.

7 MR. FRANKLIN: Well, if we can't
8 recover it, they may want to do a forensic exam. Because
9 I've worked with Sachia before. So, you know, get what
10 you can. What do you think realistically -- you heard the
11 list -- realistically is that going to take you two weeks
12 from the time you get the written list next week? You
13 know what it is now, you can start working on it now.

14 A. Yeah, I can. Shall we say two weeks just -- I
15 mean, just so I don't -- I mean, I should be able to get
16 it sooner than that.

17 MR. FRANKLIN: All right. By the
18 31st?

19 MS. POWELL: Hang on, let me look at
20 the calendar.

21 MR. FRANKLIN: Today's the 15th. The
22 31st would be two weeks from this Friday.

23 A. Okay. Some things I know are going to be easy,
24 which we already have some of this stuff.

25 MR. FRANKLIN: Okay, well, pull

1 together everything else, everything you can. If there
2 are items that you can't yet pull together, let me know
3 and I will communicate that to Sachia and send her what
4 you have assembled by that time. Okay?

5 A. Okay.

6 Q. (By Ms. Powell) That sounds good by the 31st of
7 July. And I should ask you, so when you communicated via
8 email, did you print and save these emails in some place,
9 like in a client file?

10 A. I either do it two ways. You know, if I find
11 them relevant, most of them I would print if I found them
12 relevant. Or sometimes I have electronic files and just
13 label them. But then if it was just random back and forth
14 stuff that I didn't find too relevant or important, you
15 know, a lot of this happened after a while, then I
16 probably would have deleted them. If it's just sometimes,
17 you know, yes and nos and things like that that aren't --
18 But for the most part they should be somewhere.

19 Q. So you have an electronic file folder, so to
20 speak, of information, and then you potentially have --

21 A. I would move it over there, you know, so it
22 wasn't -- But I can't say it's going to be 100 percent
23 full. Some of it, you know, wouldn't even be relevant
24 communication anyway.

25 Q. All right. And Ms. Johnson, would you like to

1 make any additions or corrections to the statements you've
2 made in these proceedings, or to clarify any of the
3 matters we've discussed?

4 A. I just want -- the only thing -- I think I've
5 said everything that you have asked, but, you know, it's
6 my understanding that the three main components were met
7 and that I was authorized to release the money to
8 Lighthouse, and that if there was anything that was arisen
9 after the fact should have just been between those two
10 parties. And I still hold that I should have not have
11 been held -- should not been a party. But since I am, I
12 was trying to get them to comply, but there's only so much
13 you can do.

14 Q. Thank you for appearing today. I don't have any
15 further questions at this time. I may call you to testify
16 again, and if that's necessary I'll contact Mr. Franklin.

17 MR. FRANKLIN: Thank you.

18

- - - - -

19 (Deposition concluded at 2:48 p.m.)

20 (26 exhibits were marked.)

21 (Signature was reserved.)

22

- - - - -

23

24

25

1 CORRECTION/SIGNATURE SHEET

2 DEPOSITION OF: HOLLY JOY JOHNSON
3 DATE: JULY 15, 2015
4 CASE: WSBA IN RE HOLLY JOY JOHNSON
5 REPORTER: LORI A. THOMPSON, CCR #2606

6 INSTRUCTIONS: Please make all changes or corrections on
7 this sheet, showing page, line and reason, if any. Sign
8 this sheet; sign the deposition under penalty of perjury
9 on line provided; return the original to Lori A. Thompson,
10 812 30th Street N.W., Suite 6D, Gig Harbor, Washington,
11 98335, for delivering to the ordering attorney to be filed
12 with the court.

9	PAGE	LINE	CORRECTION
10	_____	_____	_____
11	_____	_____	_____
12	_____	_____	_____
13	_____	_____	_____
14	_____	_____	_____
15	_____	_____	_____
16	_____	_____	_____
17	_____	_____	_____
18	_____	_____	_____
19	_____	_____	_____
20	_____	_____	_____
21	_____	_____	_____
22	_____	_____	_____

23 (Signature of Witness)

24 (LAT) _____

25 DATE: _____

1 examination was by me duly sworn to testify the truth, the
2 whole truth and nothing but the truth;

3 I further certify that the deposition, as
4 transcribed, is a full, true and correct transcript of the
5 testimony, including questions and answers, and all
6 objections, motions and exceptions of counsel made and
7 taken at the time of the foregoing examination and was
8 prepared pursuant to Washington Administrative Code
9 308-14-135, the transcript preparation format guideline;

10 I further certify that I am sealing the
11 deposition in an envelope with the title of the above
12 cause and the name of the witness visible, and I am
13 delivering the same to the appropriate authority;

14 I further advise you that as a matter of firm
15 policy, the Stenographic notes of this transcript will be
16 destroyed three years from the date appearing on this
17 Certificate unless notice is received otherwise from any
18 party or counsel hereto on or before said date;

19 IN WITNESS WHEREOF, I have hereunto set my hand
20 and affixed my Washington State CCR Seal this 20th day of
21 July, 2015.

22

23 _____
24 Certified Court Reporter No. 2606 in and for the
25 State of Washington, residing at Gig Harbor, WA.

My CCR certification
expires 7/4/16.

Deposition Exhibits
Intentionally Omitted

APPENDIX O

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+++++ Q U O T E +++++

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77C:TO:
HSBC, HONG KONG
SWIFT: HSBCHKHHHKH
BANK OFFICER: KAS IP, VICE PRESIDENT
ACCOUNT: [REDACTED]
BENEFICIARY : STERLING CAPITAL LIMITED

STANDBY LETTER OF CREDIT NO: JV1406101
AMOUNT: 10,000, 000.00 (TEN MILLION) USDOLLARS
DATE OF ISSUE: JUNE 09, 2014
DATE OF EXPIRY: JUNE 09, 2015

WE, J.V. INC B.V. LOCATED AT 250 WEENA, ROTTERDAM 3012NJ, THE NETHERLANDS (HEREINAFTER CALLED 'THE APPLICANT'), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT NO. JV1406101, ON FIRST DEMAND, TO THE ORDER OF STERLING CAPITAL LIMITED, 1301 BANK OF AMERICA TOWER, 12 HARCOURT ROAD, CENTRAL HONG KONG OR ITS ASSIGNS, THE SUM OF TEN MILLION (10,000,000.00) UNITED STATES DOLLAR, UPON PRESENTATION AND SURRENDER OF THIS STANDBY LETTER OF CREDIT AT OUR COUNTERS ON MATURITY IN ONE YEAR AND ONE DAY FROM THE ISSUE DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF, FREE AND CLEAR OF ANY DEDUCTION OR CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE AND THIS CREDIT BEING VALID FOR FIFTEEN (15) DAY AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND IN FULL IF YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT OR TESTED TELEX MESSAGE IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

THIS STANDBY LETTER OF CREDIT IS TRANSFERABLE, DIVISIBLE AND ASSIGNABLE WITHOUT PRESENTATION TO US OR PAYMENT OF ANY TRANSFER OR ASSIGNMENT FEE. THE CLAIM MUST BE IN COMPLIANCE

WITH OTHER TERMS GOVERNING THE ISSUANCE OF THIS CREDIT.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. ISP 98), AND IS SUBJECT THE STRUCTURE, TERMS, AND CONDITIONS ASSOCIATED WITH THIS STANDBY LETTER OF CREDIT AND ANY DISPUTE ARISING SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL COURT OF ARBITRATION (PARIS, FRANCE).

THIS CABLE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK-TO-BANK BASIS. ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT. THIS LETTER OF CREDIT EXPIRES ON JUNE 09, 2015. THIS STANDBY LETTER OF CREDIT IS AN OPERATIVE INSTRUMENT.
BEST REGARDS

+++++ U N Q U O T E +++++

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APPENDIX P



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Sachia Stonefeld Powell
Disciplinary Counsel

direct line: (206) 733-5907
fax: (206) 727-8325
email: sachiasp@wsba.org

August 3, 2015

ADDITIONAL REQUEST FOR RESPONSE TO GRIEVANCE

Holly J. Johnson
c/o Sam Breazeale Franklin
Lee Smart PS Inc
701 Pike St Ste 1800
Seattle, WA 98101-3929

Re: Grievance of Jerrel Veira against Holly Joy Johnson
ODC File No. 15-00536

Dear Ms. Johnson:

By letters dated March 25, 2015, and May 6, 2015, we requested your response to this grievance. On July 15, 2015, we deposed you because we had not received a response. At that time, we requested that you provide copies of specific documents. You agreed to do so by July 31, 2015. To date, we have not received the requested documents. Although we have reached no conclusions on the merits of this grievance, we are requesting that you provide additional information regarding this grievance. Please retain all records, files and accounts related to the grievance until this matter is concluded.

You are free to provide any information you believe is relevant, but we ask that you provide a detailed response to each of the following questions:

1. A copy of any communication you sent to ODC in response to our March 25, 2015 request for response to the grievance; and
2. A copy of the SWIFT receipt;
3. Copies of all communication between you, Mr. Burch and/or Mr. Veira regarding whether the steps had been met to secure the line of credit and that the transaction had worked out to everyone's satisfaction;

Sam Breazcale Franklin

August 3, 2015

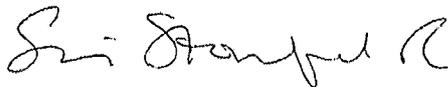
Page 2 of 2

4. Copies of all communication between you and Mr. Burch (or anyone else at Lighthouse Partners) regarding the disbursement of the \$300,000;
5. Copies of all communication between you and Mr. Burch (or anyone else at Lighthouse Partners) regarding the fact that there is a dispute over the \$300,00, including communication regarding your request(s) to Lighthouse Partners to put the funds into the court registry and/or return them to you; and
6. Copies of all correspondence with Mr. Veira and/or Mr. Burch regarding the fact that Mr. Veira did not agree that the steps had been met to secure the line of credit and that the transaction had worked out to everyone's satisfaction.

Absent special circumstances, and unless you provide us with reasons to do otherwise, we must forward a copy of your response to the grievant. Because the grievant in this matter is not your client, in your response please identify and segregate anything you believe contains information relating to the representation of your client that would be protected by RPC 1.6 or RPC 1.9. Under Rule 5.1(c)(3) of the Rules for Enforcement of Lawyer Conduct (ELC), we will not provide such material to the grievant.

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.

Sincerely,



Sachia Stonefeld Powell
Disciplinary Counsel

cc: Jerrel Veira

APPENDIX Q



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Sachia Stonefeld Powell
Disciplinary Counsel

direct line: (206) 733-5907
email: sachiasp@wsba.org

September 8, 2015

Sam Breazeale Franklin
Lee Smart PS Inc
701 Pike St Ste 1800
Seattle, WA 98101-3929

Re: Grievance of Jerrel Veira against Holly Joy Johnson
ODC File No. 15-00536

Dear Mr. Franklin:

On August 3, 2015, we asked your client to provide documents related to the above referenced grievance. To the best of my knowledge, your client's response, which is required by Rule 5.3(f) of the Rules for Enforcement of Lawyer Conduct (ELC), has not been received.

Under ELC 5.3(h), your client must provide the requested documents within ten days of this letter, *i.e.*, on or before September 21, 2015. If we do not receive your client's response within the ten-day period, we will subpoena your client for a deposition. If we must serve a subpoena, your client will be liable for the costs of the deposition, including service of process, and attorney fees of \$500.

Your client should be aware that failing to respond is, in itself, grounds for discipline and may subject your client to interim suspension under ELC 7.2(a)(3).

Sincerely,

A handwritten signature in black ink, appearing to read "Sachia Stonefeld Powell".

Sachia Stonefeld Powell
Disciplinary Counsel

cc: Jerrel Veira

APPENDIX R

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

HOLLY JOY JOHNSON,

Lawyer (Bar No. 32784).

Supreme Court No. _____

ODC'S PETITION FOR
INTERIM SUSPENSION

Under Rule 7.2(a)(3) of the Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association petitions this Court for an Order of Interim Suspension of Respondent Holly Joy Johnson pending cooperation with the disciplinary investigation.

This Petition is based on the Declaration of Disciplinary Counsel Sachia Stonefeld Powell, filed with this Petition.

STATEMENT OF GROUNDS/ARGUMENT

As set forth in detail in the Declaration of Sachia Stonefeld Powell, this case involves the possible misappropriation of over \$300,000 that Respondent was holding in escrow. See, Declaration of Sachia Stonefeld Powell at ¶¶2-11.

Respondent did not respond substantively to the grievance filed against her. See, Declaration of Sachia Stonefeld Powell at ¶¶18-21. A subpoena duces tecum was issued under ELC 5.3(h)(1) due to Respondent's failure to respond to the allegations in the grievance. See,

Declaration of Sachia Stonefeld Powell at ¶22. Respondent appeared for the deposition, but failed to produce the financial records requested by the subpoena. See, Declaration of Sachia Stonefeld Powell at ¶23.

During the deposition, Respondent testified that she had correspondence between herself and the two parties to the escrow transaction (Mr. Veira and Mr. Burch) regarding the completion of the escrow transaction, the disbursement of the escrow funds, and the subsequent dispute over entitlement to the funds. See, Declaration of Sachia Stonefeld Powell at ¶¶24-28. At ODC's request, Respondent agreed to provide these documents by July 31, 2015. See, Declaration of Sachia Stonefeld Powell at ¶¶27-28. Respondent did not provide the requested documents. See, Declaration of Sachia Stonefeld Powell at ¶29.

On August 3, 2015, ODC sent Respondent a Supplemental Request for Response, requesting the same documents within thirty (30) days of the date of the letter. See, Declaration of Sachia Stonefeld Powell at ¶30. Respondent did not provide the requested documents. See, Declaration of Sachia Stonefeld Powell at ¶31.

On September 8, 2015, ODC sent Respondent a "10-day letter," reminding her of the obligation to provide the requested documents by September 21, 2015, and notifying her that her failure to do so could result

in her being deposed, disciplined, and subject to interim suspension. See, Declaration of Sachia Stonefeld Powell at ¶32.

To date, Respondent has not provided the requested documents. See, Declaration of Sachia Stonefeld Powell at ¶33. It is necessary to obtain Respondent's documents so ODC can determine whether Respondent was authorized to disburse the escrow funds as she did. By refusing to provide the requested records, Respondent has impeded and delayed the disciplinary process. Accordingly, ODC asks this Court to order Respondent's immediate interim suspension pending compliance with ODC's investigation.

STANDARD

Under ELC 7.2(a)(3), a respondent lawyer may be immediately suspended from the practice of law when a lawyer fails without good cause to comply with a request from ODC for information or documents or fails without good cause to comply with a subpoena.¹ Respondent's failure to comply with ODC's requests for records meets this standard.

¹ ELC 7.2(a)(3) provides:

When any lawyer fails without good cause to comply with a request under rule 5.3(g) for information or documents, or with a subpoena issued under rule 5.3(h), or fails to comply with disability proceedings as specified in rule 8.2(d), disciplinary counsel may petition the Court for an order suspending the lawyer pending compliance with the request or subpoena. A petition may not be filed if the request or subpoena is the subject of a timely objection under rule 5.5(e) and the hearing officer has

EFFECT OF RESPONDENT'S FAILURE TO COOPERATE

The lawyer discipline system provides “protection of the public and preservation of confidence in the legal system.” In re Disciplinary Proceeding Against McMurray, 99 Wn.2d 920, 930, 655 P.2d 1352 (1983). Given the limited resources available to investigate allegations of lawyer misconduct, “such investigations depend upon the cooperation of attorneys.” Id. at 931.

“Compliance with these rules is vital.” In re Disciplinary Proceeding Against Clark, 99 Wn.2d 702, 707, 663 P.2d 1339 (1983). Because Respondent has not produced the requested records, the Association has not been able to determine whether Respondent acted appropriately in disbursing the escrow funds. ODC’s effective and timely investigation of the grievance and protection of the public has been impeded and delayed.

CONCLUSION

Respondent’s failure to cooperate with a disciplinary investigation is an ongoing violation of ELC 7.2(a)(3). Accordingly, ODC asks the Court to issue an order to show cause under ELC 7.2(b)(2) requiring

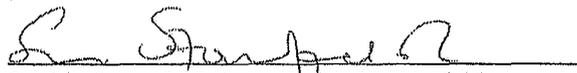
not yet ruled on that objection. If a lawyer has been suspended for failure to cooperate and thereafter complies with the request or subpoena, the lawyer may petition the Court to terminate the suspension on terms the Court deems appropriate.

Respondent to appear before the Court on such date as the Chief Justice may set, and show cause why this petition for interim suspension should not be granted.

DATED THIS 24th day of September, 2015.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL



Sachia Stonefeld Powell, Bar No. 21166

Disciplinary Counsel

1325 4th Avenue, Suite 600

Seattle, WA 98101-2539

(206) 733-5907

Supporting Declaration
of Disciplinary Counsel
Sachia Stonefeld
Powell Intentionally
Omitted

APPENDIX S

ESCROW AGENTS TRUST BANKING INFORMATION

Wire Coordinates:

Law Offices of Holly J. Johnson,
119 1st Avenue S, Suite 260
Seattle, WA 98104
(206) 408-8078

BANK NAME: JPM CHASE, SEATTLE, WA BRANCH
BENEFICIARY: LAW OFFICE OF HOLLY J. JOHNSON
DOMESTIC ROUTING NUMBER: [REDACTED]
SWIFT CODE -CHASUS33 -
ACCOUNT NUMBER [REDACTED] 001
AMOUNT: \$304,000.00USD
(Note: 3314JINCBV10MSBLCSCB)

Parties' Initials: DB _____ JV _____ HU _____


5/9/14

EXHIBIT "A"
SPECIMEN WORDING OF SWIFT MT 760

SENDING BANK:

STANDARD CHARTERED BANK, SINGAPORE
SWIFT CODE: SCBLSGSG

RECEIVING BANK:

BANK NAME: HSBC HONG KONG
BANK OFFICER: KAS IP, VICE PRESIDENT
BANK OFFICER PHONE: 852-3663-3506
BANK OFFICER EMAIL: kskasip@hsbc.com.hk
BENEFICIARY ACCOUNT NAME: STERLING CAPITAL LIMITED
ACCOUNT NO: [REDACTED]
SWIFT CODE: HSBCHKHHHKH

STANDBY LETTER OF CREDIT NUMBER: XXXXXXXX.
AMOUNT: \$10,000,000.00 (TEN MILLION UNITED STATES DOLLARS)
CURRENCY: USD
DATE OF ISSUE: 2014
DATE OF EXPIRATION: 2015

FOR VALUE RECEIVED WE THE UNDERSIGNED BY ORDER OF J.V. INC B.V. 250 WEENA, ROTTERDAM 3012NJ, THE NETHERLANDS (HEREINAFTER CALLED "THE APPLICANT") WE (STANDARD CHARTERED BANK, SINGAPORE), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT ON FIRST DEMAND, TO THE ORDER OF STERLING CAPITAL LIMITED, 1301 BANK OF AMERICA TOWER, 12 HARCOURT ROAD, CENTRAL HONG KONG, OR ITS ASSIGNS, THE SUM OF \$10,000,000.00 (TEN MILLION DOLLARS) IN THE LAWFUL CURRENCY OF THE UNITED STATES, UPON PRESENTATION AND SURRENDER OF THIS LETTER OF CREDIT AT OUR OFFICES AT (XXXXX SINGAPORE) AT MATURITY IN ONE YEAR AND ONE DAY FROM THE ISSUE DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTION OR CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE AND BEING THIS GUARANTEE VALID UNTIL FIFTEEN DAYS AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND IN FULL IF YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT OR TESTED TELEX MESSAGE IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. ISP 98) AND ANY DISPUTE ARISING THERE FROM SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL COURT OF ARBITRATION (PARIS, FRANCE).

THIS CABLE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK TO BANK BASIS. ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT. THIS LETTER OF GUARANTEE EXPIRES ON (XXXXXX).

{AUTHORIZED BANK OFFICER}

{AUTHORIZED BANK OFFICER}

Parties' Initials: DB _____ JV _____ HJ _____


5/9/14

COMMERCIAL ESCROW / Exhibit B
IRREVOCABLE ESCROW TERMS
RE: Contract/Transaction Number: 3314JVINC&V10SBLCS&B

This Escrow Services Agreement ("Agreement") is entered into on May 7, 2014 ("Effective Date") by and between **LAW OFFICES OF HOLLY J. JOHNSON** with offices located at 1901 1st Avenue South, Suite 260, Seattle, Washington 98104 ("Escrow Agent"), **JVINC B.V.** (Registration #KYK 549 9879) with offices at Weena 250, Rotterdam, The Netherlands, 3012NS ("Client") and **LIGHTHOUSE PARTNERS LLC** (Registration #10145712013-9) with offices located at 16161 West Park Run Drive, Suite 150, Las Vegas, NV 89145 ("Agent"). Client, Agent and Escrow Agent may be referred individually as a "Party" or collectively as the "Parties."

1. **PURPOSE OF THIS AGREEMENT:** The Agent shall provide from its Investor a "Cash Backed" SBLC verification as follows:

1. Lighthouse Partners LLC (Agent) will obtain and provide an email to the client at the following email address: legal.vegas@jvinc.com with the "Cash Backed" SBLC information from Standard Chartered Bank Singapore (Swift Code SCBLSC33) or equal from its investor in the amount of \$10,000,000.00 valid for 365 days term of usage (the "Account") as shown in clients designated name as follows: JVINC B.V. as per "Exhibit A".
2. Client agrees to arrange a conference call with Lighthouse Partners LLC banking Representative and the receiving Banker within 24 hours of receipt of account information. Lighthouse Partners agrees to provide client with a delivery report (MT-020 or MT-021) from the sending bank to assist HSBC in tracking and locating the MT-760 swift.
3. As soon as the Banker at the Receiving Bank verifies receipt of the authenticated and confirmed "Cash Backed" SBLC sent via MT760 with the client as per Exhibit A, funds are released without further instruction. Client's receiving bank shall have up to (3) three banking days to confirm the authenticity of the delivered "Cash Backed" SBLC via MT 760.

In exchange for providing the "Cash Backed" SBLC Account, the Agent shall receive an initial payment by the Client in a wire transfer of the minimum of Three Hundred Thousand USD (\$300,000 USD) by placing these funds into escrow with the Escrow Agent. **THE CLIENT WARRANTS THAT THE FUNDS ARE LEGALLY EARNED, GOOD, CLEAN & CLEARED FUNDS OF NON-CRIMINAL ORIGIN, FREE OF ANY LIENS OR ENCUMBRANCES.** Upon deposit of the funds, and the Escrow Agent verifying the delivery of the "Cash Backed" SBLC Account via MT 760 as per 1.3 above, the Escrow Agent shall release the funds less the Escrow Agent's fee and wire the initial payment to the Agent. The Escrow Agent shall then forward a report of the verified "Cash Backed" SBLC Account confirmation to the Client and this Agreement shall be considered completed and exercise closed.

In the event that the Escrow Agent does not receive the confirming transaction report from receiving bank, then the Escrow Agent will hold the Escrow Deposit until resolution is achieved, but not more than 7 (seven) calendar days at which time the Escrow Deposit will be returned, less the Escrow Fee, by transferring the funds to the account from which they were sent by Client to Escrow Agent.

2. **ESCROW AGENT FEES:** The Escrow Agent shall receive by wire transfer from the Client the amount of Three Hundred Thousand USD (\$300,000 USD) as an initial payment for the issuance of a "Cash Backed" SBLC via MT 760 plus Four Thousand USD (\$4,000 USD) escrow agent fee for a total amount of Three Hundred and Four Thousand USD (\$304,000 USD) total. Immediately upon the Escrow Agent confirming the delivery of the "Cash Backed" SBLC Account as shown in section 1.3 above, the Escrow Agent shall release the funds held in escrow less escrow fees according to the terms of this Agreement to the Agent, and forward an email of the delivery report of the Account to the Client. This escrow shall be considered closed upon disbursement of the escrowed funds to escrow fees.

Parties Initials: 103

103  104  111 
5/19/2014

7. All funds, documents or property ("Escrow Property") received into escrow shall be deposited with either escrow funds in a general trust account of the Escrow Agent. The Escrow Agent is not a party to, or bound by, any provisions contained in the Escrow Property which may be deposited under, evidenced by, or arise out of this Agreement, acts as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the Escrow Property or with respect to the form or execution of the Escrow Property, or the delay, accuracy or field of any person and/or any of depositing the Escrow Property.

8. The Escrow Agent shall be entitled to a non-refundable escrow fee ("Escrow Fee") of One Thousand Dollars (\$4,000.00) payable by the client.

9. The Parties shall indemnify and hold the Escrow Agent harmless against any loss, liability, damage, cost or expense, including reasonable attorney's fees, (as related in any way to the Escrow Agent's acting upon any notice, request, waiver, consent report or other paper or document believed by the Escrow Agent to be signed by the authorized representatives of the Parties, and (b) incurred in connection with any act or thing done under this Agreement.

10. In consideration of acceptance of this appointment by the Agent, Client agrees to indemnify and hold the Escrow Agent harmless as to any liability incurred to any person, firm or corporation by reason of its having accepted same, or in carrying out any of the terms of this Agreement, and to reimburse the escrow agent for all its expenses, including among other things, attorney fees as well as arbitration and/or court costs or other dispute costs that may arise that are incurred by reason of its receipt or its actions taken pursuant to this Agreement, including the fees incurred for this agent in defending any disputes arising under this Agreement. The Parties shall agree that the Escrow Agent shall not be liable to any of them for any actions taken by the Client pursuant to the terms of this Agreement. The Escrow Agent is hereby authorized, in its exclusive discretion, to obey and comply with all writs, orders, judgments or decrees issued by any court or administrative agency affecting any money, documents or things held in escrow by the Agent. The Escrow Agent shall not be liable to any of the Parties, their successors, heirs or personal representatives by any reason such as the Agent's compliance with such writs, orders, judgments or decrees, notwithstanding such writ, order, judgment or decree is later reversed, invalidated, set aside or vacated.

11. **NOTICES:** All notices, requests, demands, and other communications under this escrow shall be either in writing or sent by facsimile transmission with written confirmation mailed and shall be deemed to have been duly given on the date of service if served personally, or sent by facsimile transmission, or on the fifth (5th) day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified postage prepaid and properly addressed.

12. The Escrow Agent shall have duties only to the Parties, and no person shall be deemed a third party beneficiary to this Agreement. In the event of any disagreement between the Parties, or any of them, or any other person or persons, whether or not named in this Agreement, and whose claims or demands are those in connection with or for any of the Escrow Property, the Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand so long as such an agreement shall continue, and in so doing, the Escrow Agent shall not be or become liable for any damages or interest to the Parties, or any of them, or to any other person or persons for the Escrow Agent's failure or refusal to comply with such continuing or adverse claims or demands.

13. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF WASHINGTON, EXCLUDING ITS CONFLICT OF LAW PRINCIPLES. SHOULD A DISPUTE ARISE, ALL PARTIES SUBMIT TO PERSONAL AND SUBJECT MATTER JURISDICTION IN SEATTLE, WASHINGTON AND WAIVE ANY OBJECTION TO VENUE.

14. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the Parties rather than the judicial process according to Section 12. It is understood that the Parties waive any right to a jury trial or a trial by a court of law. The Parties understand that the rules applicable to arbitrations and the rights of Parties in arbitrations differ from the rules and rights applicable in court. If the Parties cannot agree on an arbitrator then the arbitrator chosen by the Escrow Agent shall arbitrate any and all disputes. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect for Seattle, Washington, and the arbitration shall take place in Seattle, Washington. The decision of the arbitrator shall be binding and final on all the Parties. If a Party fails to participate in any Arbitration, the Escrow Agent shall have the exclusive right to bring the

Parties initials: BO

BE

BY

BU

HJ

5/9/2014

non-participating party(ies) into a court of law and pursue resolution in the state and federal courts located in accordance with Section 12. Otherwise, all Parties shall resolve their dispute in the arbitration.

13. In the event that the Escrow Agent performs any services not specifically provided in this Agreement or there is an assignment or attachment of any interest in the subject matter of the escrow established hereby or any modification, or any dispute or controversy arises under this Agreement, or the Escrow Agent is named as a party to or intervenes in any litigation pertaining to this escrow or its subject matter, the Escrow Agent shall, in addition to fees and charges for ordinary services, be reasonably compensated and reimbursed for all costs and expenses, including but not limited to the Escrow Agent's own fees incurred for time spent on this matter. The Escrow Agent shall have a first lien on the Escrow Property for such compensation and expenses, and the Parties agree jointly and severally to pay the amounts to the Escrow Agent.

12. The terms of this Agreement are not intended to amend, modify, or supersede any prior contract or agreement that may contain certain contingencies by and between the Parties (excluding the Escrow Agent) that may not be set forth in this Agreement. The Escrow Agent is a party only to this Agreement and any such terms in other agreements shall have no impact on this Agreement or the Escrow Agent.

15. This Agreement shall not be subject to modification or rescission except upon report by the Escrow Agent of written instructions from each of the Parties or their successor in interest, and no such rescission or modification shall be effective unless consented to by the Escrow Agent in writing. Client and the Agent hereby acknowledge that they have provided all that is required by the Agent and the sending bank including but not limited to required documentation and applicable fees as referenced within.

14. The provisions of Articles 3 through 10 shall survive termination or expiration of this Agreement for any reason.

15. This Agreement may only be amended by a writing signed by all of the parties.

16. UPON THE DISBURSEMENT OF THE FUNDS AND ANY DOCUMENTS, THIS ESCROW SHALL BE CONSIDERED CLOSED UPON RECEIPT OF THE ESCROW PROPERTY AND THE DISBURSEMENT OF FUNDS HAS NOT BEEN MADE BY THE SIXTH BUSINESS DAY FOLLOWING RECEIPT OF THE ESCROW FUNDS. THE ESCROW PROPERTY SHALL BE RETURNED TO THE PARTY WHO PROVIDED THE FUNDS OR DOCUMENTS UPON REQUEST.

17. EACH OF THE PARTIES STATES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT. IF THE PARTIES DESIRE LEGAL ADVICE, PLEASE CONSULT WITH YOUR ATTORNEY BEFORE SIGNING.

18. This Agreement may be executed in counterpart originals, which may be delivered via facsimile or electronic mail to the respective Parties.

Signature Page to Follow

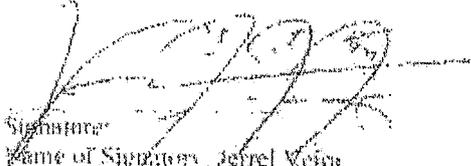
Party's Initials: 123

13

14

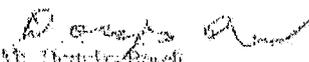
IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth
and above:

CLIENT: JYINC BV

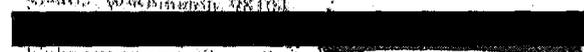


Signature:
Name of Signatory: Jeroel Verin
Title: Managing Director
Address: 250 Weena, Rotterdam, The Netherlands, 3012NA
City:
Phone:
Fax:
E-mail: j.verin@jyinc.com

LIGHTHOUSE PARTNERS LLC

Signature: 
Name of Signatory: Mr. Douglas Beach
Title: Managing Member
Name of Company: Lighthouse Partners LLC
Address: 1034 West Park Run Drive, Suite 150
City/State/Zip/Country: Law Vegas, NV 89111
Phone: 702-333-6622
Fax: 702-333-6622
E-mail: info@lighthousepartners.com
E-mail: info@lighthousepartners.com

ESCROW AGENT

Signature: 
Name: Holly J. Johnson
Title: Escrow Agent
Company: The Law Offices of Holly J. Johnson
Address: 1191 1/2 Ave South, Suite 200,
Seattle, Washington, 98101
Phone: 
E-mail: hjohnson@lighthousepartners.com

Parties: 10143, 018 10. 10. 2014

ESCROW AGENT'S TRUST BANKING INFORMATION

Wire Coordinates:

Law Offices of Holly J. Johnson,
119 1st Avenue S, Suite 260
Seattle, WA 98104

BANK NAME: JPM CHASE SEATTLE WA BRANCH
BENEFICIARY: LAW OFFICE OF HOLLY J. JOHNSON
DOMESTIC ROUTING NUMBER: [REDACTED]
SWIFT CODE: CHASUS33
ACCOUNT NUMBER: [REDACTED] 100
AMOUNT: \$304,000.00 (SE)
(Note: 3314JXC BY FOMSD) CSCB

Escrow Agent's Initials: DJ

22

By

[Signature]
3/27/14

10

EXHIBIT "A"
SPECIMEN WORDING OF SWIFT MT 760

SENDING BANK:

STANDARD CHARTERED BANK, SINGAPORE
SWIFT CODE: SCBLSGSG

RECEIVING BANK:

BANK NAME: HSBC HONG KONG
BANK OFFICER: KAS IP, VICE PRESIDENT
BANK OFFICER PHONE: 852-3863-3506
BANK OFFICER EMAIL: kskasip@hsbc.com.hk
BENEFICIARY ACCOUNT NAME: STERLING CAPITAL LIMITED
ACCOUNT NO: [REDACTED]
SWIFT CODE: HSBCHKHHHKH

STANDBY LETTER OF CREDIT NUMBER: XXXXXXXX
AMOUNT: \$10,000,000.00 (TEN MILLION UNITED STATES DOLLARS)
CURRENCY: USD
DATE OF ISSUE: 2014
DATE OF EXPIRATION: 2015

FOR VALUE RECEIVED WE THE UNDERSIGNED BY ORDER OF J.V. INC B.V. 250 WEENA, ROTTERDAM 3012NJ, THE NETHERLANDS (HEREINAFTER CALLED "THE APPLICANT") WE (STANDARD CHARTERED BANK, SINGAPORE), HEREBY IRREVOCABLY AND UNCONDITIONALLY WITHOUT PROMISE OR NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT ON FIRST DEMAND, TO THE ORDER OF STERLING CAPITAL LIMITED 1301 BANK OF AMERICA TOWER 12 HARCOURT ROAD CENTRAL HONG KONG OR ITS ASSIGNS, THE SUM OF \$10,000,000.00 (TEN MILLION DOLLARS) IN THE LAWFUL CURRENCY OF THE UNITED STATES UPON PRESENTATION AND SURRENDER OF THIS LETTER OF CREDIT AT OUR OFFICE(S) AT (XXXXX SINGAPORE) AT MATURITY IN ONE YEAR AND ONE DAY FROM THE ISSUE DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTION OR CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE AND BEING THIS GUARANTEED VALID UNTIL FIFTEEN DAYS AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND IN FULL IF YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT OR TESTED TELEX MESSAGE IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 1SP 68) AND ANY DISPUTE ARISING THERE FROM SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL COURT OF ARBITRATION (PARIS, FRANCE).

THIS CABLE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK TO BANK BASIS. ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT. THIS LETTER OF GUARANTEE EXPIRES ON (XXXXXX).

{AUTHORIZED BANK OFFICER}

{AUTHORIZED BANK OFFICER}

Parities: Instate: DR

12

10

10

[Handwritten Signature]
5/9/14

HS

5/9/14

No.

SUPREME COURT
OF THE STATE OF WASHINGTON

In re
HOLLY JOY. JOHNSON
Lawyer (Bar No. 32784).

DECLARATION OF
HOLLY JOY JOHNSON

Holly J. Johnson 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. In May, 2014 I agreed to act as escrow in connection with the commission payable on a line of credit that Mr. Douglas Burch of the Lighthouse Partners, LLC, a company situated in Nevada, was obtaining for Mr. Jerrel Veira, of J.V. Inc., B.V. a Netherlands company. Mr. Veira was based in New York. I would receive a fee of \$4,000 from each party. Mr. Burch also offered to pay my expenses to visit Las Vegas in June, 2014 out of the commission payable to his company.

3. I believe that most of the communications were by phone and were with Mr. Burch or Mr. Veira. I may have also exchanged text messages with Mr. Burch but I have been unable to find any text messages in searching for them. Therefore if there were any text

messages they have been deleted. As described below, I have thoroughly searched for all my email communications with either Mr. Veira or with Mr. Burch or his associates relating to the transaction. I have not been able to find any emails memorializing my communications with Mr. Veira and Mr. Burch in May, 2014 relating to the transaction. I received escrow instructions signed by the parties. I believe that I received the escrow instructions by email. However, I have been unable to find that email in spite of a thorough search. I can only assume that after printing the escrow instructions (or saving them to my computer), I deleted the email. (My computer that I used at that time is no longer working and I am unable to obtain documents from that computer.)

4. Mr. Veira wired \$304,000 to my business account with Chase Bank. As I testified in my deposition, after receiving what I believed to be the SWIFT receipt I transferred the commission payable to Lighthouse Partners, LLC in several installments in accordance with Mr. Burch's instructions. I also withdrew my agreed fees, paid the wire expenses to a total of \$30 and the expenses of the trip to Nevada out of the commission received. I believed that my actions complied with the contract/escrow instructions that were signed by the parties and were correct.

5. On around June 11, 2014, Mr. Veira complained that J.V. Inc., B.V. had not received the agreed line of credit. I was a party to some email communications between Lighthouse Partners, LLC, Gecko Private Equity Group and Mr. Veira addressing Mr. Veira's concern and attaching documentation relating to a letter of credit. I informed the parties that they needed to resolve the dispute between themselves in accordance with their agreement because I was a neutral party.

6. Mr. Veira continued to complain that he had not received the line of credit. He made physical threats to me in phone calls, threatening that he "would take me down", that I should look behind me when walking down the street, and that he would destroy my property. I stopped accepting or returning his calls.

7. Mr. Veira then retained an attorney and filed a lawsuit for the commission to be interpleaded and for arbitration in the Superior Court for King County, Cause No. 14 2 27880 2 SEA, against me and Lighthouse Partners, LLC, demanding the return of his commission.

8. Mr. Veira moved for an order compelling me to pay the commission into court. I spoke with Mr. Burch by phone; he assured me several times that he would pay the commission into court (or send it to

me to do so or directly to Mr. Veira's attorney). However, he failed to send the commission to me or to pay it into court.

9. I believe that most of these communications were by phone. As described below, I have thoroughly searched my email account for any emails memorializing these discussions or for text messages. I have found none. If we did exchange any emails or text messages I must have deleted them.

10. I apologize for the delay in supplying documents requested by Ms. Sachia Stonefeld Powell of the Office of Disciplinary Counsel at my deposition and for the resulting inconvenience. This is partly because I have been unable to find many responsive documents and partly because I have been suffering from a severe cough and throat infection for several weeks. (I suffer generally from poor health and frequently incur minor infections.)

11. I confirm that I have now provided my attorneys with all the documents in my possession that I have been able to find that have been requested by the Office of Disciplinary Counsel. I apologize for the delay in producing these, due largely to ill health over the past few weeks. I also do not believe that I received a copy of Ms. Stonefeld Powell's letter

dated September 8, 2015 or a list of the documents that she requested at the deposition.

12. As regards, Ms. Stonefeld Powell's request for the SWIFT receipt, I have produced all the documents relating to the line of credit that are in my possession including what I believe to be the SWIFT receipt.

13. I have undertaken a thorough review of all my emails for email communications with Mr. Veira and for email communications with Mr. Mr. Burch and his associates at Lighthouse Partners, LLC relating to the transaction with Mr. Veira and J.V. Inc. B.V. Their email addresses were: jerrel.veira@jvinc.com; dougburgh2007@yahoo.com; drew@lighthousepartnersllp.com; laurence@hotmail.com; and info@lighthousepartnersllp.com. I also received emails in connection with this matter from Gecko Private Equity group (geckog7@gmail.com) and First Fund Management Group (info@firstfundmanage.com). (I would add that I did not know who all these persons at were or what their function was in respect of the transaction.) I have looked for any email containing these names or using these addresses relating to the transaction with Mr. Veira and J.V. Inc. B.V.

14. In 2014 and in 2015 I have used exclusively an email account with the address hjohnson.attorney@gmail.com for both personal and business matters. I have searched in that account for emails to and/or from any of these people or entities by looking through (1) all the emails that I sent from May 1, 2014 to the present; and (2) all the emails that I received from May 1, 2014 to the present. I have attempted to look at every single email that I received and sent during that time period that was not deleted contemporaneously. I have also looked to see if there were any deleted messages but there were none.

15. I also looked for any text messages on my phone relating to the transactions and the resulting dispute but I found none.

16. My attorneys have provided the Office of Disciplinary Counsel with all the email communications that I have found with any of the persons identified in the preceding paragraph.

17. I have been surprised by how few emails I have found to date. I believe that this is because most of the communications were by phone and I probably deleted some emails. This was partly because it is unsafe to send banking information by email. It is seventeen months since the transactions occurred. I cannot recall whether I received instructions from Mr. Burch by phone or by email. It is likely that banking

instructions were given over the phone for reasons of security. Alternatively, I probably deleted emails containing bank account or other sensitive information for reasons of safety or because I had printed relevant attachments and therefore I did not retain the email, either for reasons of security or because the email seemed inconsequential. Unfortunately, I failed to keep a record in my file.

18. In the court proceedings that Mr. Veira commenced against Lighthouse Partners, LLC and myself, his former attorney Chip Goss exhibited a letter addressed to me from Mr. Veira that was dated June 14, 2014. I never received this letter. The first time I saw it was when I received Mr. Goss' declaration. This is not surprising because the letter was addressed to me at 119 1st Ave South, Ste 260, Seattle, Washington 98104. I have never lived at this address or used this as a business address.

19. I have also found and produced an email to Felice Congalton of the Office of Disciplinary Counsel dated May 3, 2015 acknowledging receipt of grievance No. 15-00536 and stating that I was referring the matter to my attorney. Ms. Stonefeld Powell has asked why I did not provide a substantive response. There are several reasons for this. I had no intention of failing to co-operate. First, I had been ill and had not been

well enough to prepare a response when I first received the grievance in late March or April, 2015. Second as I stated in the email, I hoped that my attorney would be able to explain my position to Mr. Veira's attorney and reach a resolution of the grievance. Third, my attorney needed to investigate the background before he could assist me to prepare a response. Fourth, by that date Ms. Stonefeld Powell had already requested my deposition and my attorney was actively communicating with her to agree on a date. Although I was not deposed until July, it appeared in May that the deposition would occur that month, therefore I assumed that a response was no longer required. I apologize if that was incorrect. Finally, I felt overwhelmed by the situation. The grievance followed a succession of stressful events relating to this matter. First, Mr. Veira did not receive the promised line of credit and I received a number of physical threats from Mr. Veira (or at least that is what I perceived them to be). I was powerless to resolve this dispute between J.V. Inc., B.V. and Lighthouse Partners, Inc. After Mr. Veira sued me in state court under Cause No. 14 2 27880 2 SEA and obtained an order that I interplead the funds, Lighthouse Partners, LLC failed to repay the commission in spite of numerous promises to do so. The grievance coupled with a bout of sickness was the final straw.

20. I have no documents that are responsive to the subpoena duces tecum dated July 9, 2015. I believe that I testified to this effect in my deposition as to most, if not all, of the categories of documents requested.

21. As regards the banking records requested in the subpoena, I do not have any responsive documents in my possession. I did not receive paper copies of bank statements or receipts from my bank which was Chase Bank during the time that I held that account. At the time the account was open I would review the statements by accessing an electronic link to the bank's website. I typically did not print the statements out and, if I did print any statements, I did not retain copies. As I explained in my deposition, I can no longer access these documents because the account is closed.

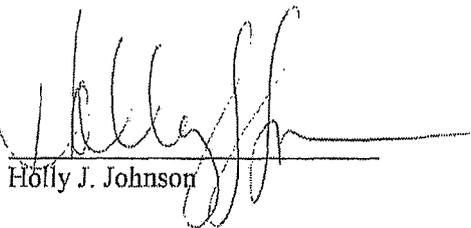
22. I was also aware before my deposition in July 2015 that the Office of Disciplinary Counsel had obtained the responsive bank documents from Chase in response to a subpoena duces tecum that disciplinary counsel served directly upon Chase. If disciplinary counsel was unable to obtain all the documents they required from Chase, I am willing to sign a stipulation or otherwise co-operate in assisting disciplinary counsel obtain any remaining documents.

23. I have now produced all the documents that are in my possession that Ms. Stonefeld Powell requested at my deposition in July, 2015.

24. The bulk of my practice is private municipal court work defending misdemeanors. A suspension would cause me considerable hardship and leave me without a job.

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

EXECUTED this 23rd day of October, 2015, at Seattle, Washington.

By: 
Holly J. Johnson

ESTRBRRJ_20140610032745906

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:20:US001824ENQ

:21:ESTSOLADV1406517

:79:ATTN: GUARANTEE DEPT

YOUR REF. : ESTSOLADV1406517

YOUR SBLC NO. JV1406101 FOR USD10,000,000.00

OUR REF. : US001824ENQ

PLEASE NOTE THAT WE HAVE TODAY RELAYED YOUR MESSAGE OF MT760 DATED 09-JUN-2014 WITHOUT ANY OBLIGATION ON OUR PART TO HSBC, HONG KONG (SWIFT: HSBCHKHHHKH).

REGARDS

TRADE CUSTOMER SERVICES

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EXHIBIT A SBLC
FORM OF FINANCIAL ACCOUNT : SBLC
(TEXT MAY VARY SLIGHTLY IN FORM BUT NOT IN SUBSTANCE)

PLEASE NOTE: THE HIGHLIGHTED AREAS ARE FOR YOU TO FILL OUT AND RETURN

SENDING BANK:
DEUTSCHE BANK, BARCLAYS, HSBC

RECEIVING BANK:
BANK NAME: HSBC HONG KONG
BANK OFFICER: KAS IP, VICE PRESIDENT
BANK OFFICER PHONE: 852-3663-3506
BANK OFFICER EMAIL: ksknsp@hsbc.com.hk
BENEFICIARY ACCOUNT NAME: STERLING CAPITAL LIMITED
ACCOUNT NO: XXXXXXXXXX
SWIFT CODE: HSBCHKHHHKH

STANDBY LETTER OF CREDIT NUMBER: XXXXXXXX.
AMOUNT: \$10,000,000.00 (TEN MILLION UNITED STATES DOLLARS)
CURRENCY: USD
DATE OF ISSUE: 2014
DATE OF EXPIRATION: 2015

FOR VALUE RECEIVED, WE, THE UNDERSIGNED BY ORDER OF J.V. INC B.V. 250 WEENA, ROTTERDAM 3012NJ, THE NETHERLANDS (HEREINAFTER CALLED "THE APPLICANT") WE (NAME OF BANK AND ADDRESS), HEREBY IRREVOCABLE AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT ON FIRST DEMAND, TO THE ORDER OF STERLING CAPITAL LIMITED, 1301 BANK OF AMERICA TOWER, 12 HARCOURT ROAD, CENTRAL HONG KONG, OR ITS ASSIGNS, THE SUM OF \$10,000,000.00 (TEN MILLION DOLLARS) IN THE LAWFUL CURRENCY OF THE UNITED STATES, UPON PRESENTATION AND SURRENDER OF THIS LETTER OF CREDIT AT OUR OFFICES AT (BANK ADDRESS) AT MATURITY IN ONE YEAR AND ONE DAY FROM THE ISSUE DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTION OR CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE AND BEING THIS GUARANTEE VALID UNTIL FIFTEEN DAYS AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND IN FULL IF YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT OR TESTED TELEX MESSAGE IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. ISP 98) AND ANY DISPUTE ARISING THERE FROM SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL COURT OF ARBITRATION (PARIS, FRANCE).

THIS CABLE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK TO BANK BASIS. ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT. THIS LETTER OF GUARANTEE EXPIRES ON (XXXXXX).

(AUTHORIZED BANK OFFICER)
###

(AUTHORIZED BANK OFFICER)

IN WITNESS WHEREOF, the parties hereto have signed and approved this format

CLIENT: J.V. INC BV.



Signature: _____
Name of Signatory: Jerrel Veira

5/4/2014
DATED

From: Doug Burch <dougburch2007@yahoo.com>
Date: June 11, 2014 at 3:17:45 PM PDT
To: "hjohnson.attorney@gmail.com" <hjohnson.attorney@gmail.com>
Subject: BNP 760 Proof

Proof that the swift was sent.

According to the contract, if he is unhappy he agreed to go to arbitration. He is trying to intimidate.

ESTRBRRJ_20140610032745906

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:20:US001824ENQ

:21:ESTSOLADV1406517

:79:ATTN: GUARANTEE DEPT

YOUR REF. : ESTSOLADV1406517

YOUR SBLC NO. JV1406101 FOR USD10,000,000.00

OUR REF. : US001824ENQ

PLEASE NOTE THAT WE HAVE TODAY RELAYED YOUR MESSAGE OF MT760 DATED 09-JUN-2014 WITHOUT ANY OBLIGATION ON OUR PART TO HSBC, HONG KONG (SWIFT: HSBCHKHKKH).

REGARDS

TRADE CUSTOMER SERVICES

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From: doug burch <dougburch2007@yahoo.com>
Date: June 11, 2014 at 5:28:41 PM PDT
To: "hjohnson.attorney@gmail.com" <hjohnson.attorney@gmail.com>
Subject: Jerrel Veira's Email
Reply-To: doug burch <dougburch2007@yahoo.com>

jerrel.veira@vinc.com

From: Holly Johnson <hjohnson.attorney@gmail.com>
Date: June 11, 2014 at 11:46:23 AM PDT
To: Andrew <info@lighthousepartnersllp.com>
Subject: Re: The swift

Thanks buddy! I only had 2 seconds to let you two know what was going on. It was my bathroom break in the middle of my motion hearing. I am still in the middle of it and my stomach is growling. I have been getting 100 calls from him but I could never understand him I thought it was a potential client you were brushing off lol.

Can I reply with a quick text? That you did perform or something?

Holly

On Wed, Jun 11, 2014 at 11:41 AM, Andrew <info@lighthousepartnersllp.com> wrote:
FYI...

Doug responded to Mr. Veira.

Contract fully performed.
MT760 sent & delivered.
MT760 Proof of delivery.
Amendment MT767 SWIFT correction paragraph 3 completed.
Exact Verbiage.

Doug asked Mr, Veira to not contact you with baseless threats and to only deal with him. Plus, he's in the Netherlands and Paris France ICC98 is the jurisdiction.

Matt

Compliance & Underwriting
Lighthouse Partners, LLP

Sent from my iPhone

Begin forwarded message:

Mr. Veira:

Your accusations of a scam has been perpetrated is highly irregular and extremely outrageous. I have obtained proof positive that the swift was sent out from PNB with your beneficiary name on it. I have sent that proof to you. The investor has admitted that the verbiage is slightly changed and is willing to change it accordingly as you can see below. He is willing to work with us. If you want to pursue another road that is your choice. LHP has fulfilled the contract according to our records. We are still investigating the details of the allegations but as of now we feel we have met the required obligations. Please discontinue communication with Holly and in the future communicate directly with me.

Thank you,
Douglas Burch
Lighthouse Partners

From: Holly Johnson <hjohnson.attorney@gmail.com>
Date: June 12, 2014 at 12:32:45 PM PDT
To: Gecko Private Equity Group <geckog7@gmail.com>
Cc: doug burch <dougburch2007@yahoo.com>
Subject: Re: BNP Swift (JV response)

This is the last I will respond until all parties have settled. The amendment would not come from me, it would come from whomever agreed to the amendment. I am not the attorney to this transaction, I am a neutral party. Until you have settled this dispute, I would appreciate being left out of these communications. I am hoping everyone can working together. Good luck to all.

Regards,

Ms. Johnson

On Thu, Jun 12, 2014 at 11:48 AM, Gecko Private Equity Group <geckog7@gmail.com> wrote:
June 12, 2014

Mr. Jerrel Veira,
President
JVINC B.V.

Please see below.

Our bankers at BNP say the MT760 has been delivered, "it is delivered 100.00%". If you would like to work together to a productive result, our collateral provider is more than willing to go the extra mile. But, if you're going to attempt to continue to make harassing calls and emails, and threats, then we have no choice but to issue a Cease and Desist. Ball is in your court.

Any and all disputes as agreed and signed is subject to the International Standby Practices of the International Chamber of Commerce (Publication No. ISP 98), and is subject to the terms, conditions associated with this SBLC and any dispute arising shall be settled exclusively by the ICC International Court of Arbitration (Paris, France).

Thank you for your consideration.

----- Forwarded message -----

From: **First Fund Management**
Date: Wed, Jun 11, 2014 at 4:35 PM
Subject: BNP Swift
To:

Have them send us a Swift.. read below from bankers:

Dear Anthony

Nonsense message. When BNP says it has been delivered, it is delivered 100.00%.

As far as HSBC banker is concerned, we need to receive a message from HSBC SWIFT department that they have not received the message.

We are here to go extra mile based on reality

Thank you,

FIRST FUND MANAGEMENT

T: 1 (800) 515-9213 x 101

F: 1 (800) 515-9213

E: info@firstfundmanage.com

www.firstfundmanage.com

Disclosure, Confidentiality & Privacy: The sender is an Independent Consultant and makes no warranties or representations as to use of this information of any purported transaction. The sender of this e-mail is not a registered US securities, investment, insurance, tax, legal agent, broker, dealer or adviser, and this email, content, and/or any/all transactions referred to in this or in any other sender email and/or attachments should be considered of a private confidential nature only and not be construed in any way as any type of offering or solicitation. Information is presented as per your request as a courtesy solely for informational and educational purposes. Viewers of this information agree to be responsible for any and all due diligence. Content is subject to errors and omissions. Any disclosure, retransmission or dissemination is prohibited. Upon receipt of these documents you, as the Recipient, hereby acknowledge this warning and disclaimer. These confidential communications are protected under Gramm-Leach-Bliley Act and any other laws addressing the disclosure of non-public personal information. If you are not the intended recipient, you are hereby notified that any dissemination of this or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender by return e-mail and delete this message, along with any attachments, from your computer.

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CONFIDENTIAL COMMUNICATION: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are

addressed, and may contain information that is legally privileged, confidential and exempt from disclosure. This communication is for information purposes only and should not be regarded as an offer to sell, nor as a solicitation of an offer to buy any financial product, an official confirmation of any transaction, or as an official statement of the Sender or its Principals. Email transmission cannot be guaranteed to be secure or error-free. The Sender, its affiliates and/or assigns does not represent that this information is complete or accurate and it should not be relied upon as such. All information is subject to change without notice. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender by return e-mail and delete this message, along with any attachments, from your computer.

From: Holly Johnson <hjohnson.attorney@gmail.com>
Date: June 12, 2014 at 9:19:36 AM PDT
To: jerrel.veira@jvinc.com
Cc: "dougburch2007@yahoo.com" <dougburch2007@yahoo.com>
Subject: swift

Mr. Veira,

This is Ms. Johnson.

I am sorry I have not returned your calls. It is for a numerous reasons; I have been out of town for business; I was out of town for a funeral; I was in the hospital because I broke my foo;, many of your messages were very hard to understand; and your dispute with Lighthouse does not concern me. Mr. Burch again forwarded me all the swift receipts that showed that he performed his part of the contract. However, if you are disputing that, you take it up with Lighthouse, not me. That is clearly stated in your contract. I am the excrow attorney, I am not part of your agreement. I would appreciate if you stop trying to intimidate me with all these mulitple people you have calling me.

Sincerely,

Holly Johnson

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: May 3, 2015 at 5:53:11 AM PDT
To: caa@wsba.org
Subject: Attn: Felice Congalton in re: 15-00536

Ms. Congalton,

I have just retained an attorney to help me with the above mentioned case number; especially with Mr. Veira. I am confident that between the two attorneys they can reach common ground.

At this time I am requesting an actual address of Mr. Veira and his actual phone number, for the information given appears to me generic/public place.

Thank you and my attorney will provide more information

Holly J Johnson

Sent from my iPad

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:23:ADVISING
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:40C:OTHR

+++++ Q U O T E +++++

20: JV1406101
77C:TO:
HSBC, HONG KONG
SWIFT: HSBCHKHKKH
BANK OFFICER: KAS IP, VICE PRESIDENT
ACCOUNT: ██████████
BENEFICIARY : STERLING CAPITAL LIMITED

STANDBY LETTER OF CREDIT NO: JV1406101
AMOUNT: 10,000, 000.00 (TEN MILLION) USDOLLARS
DATE OF ISSUE: JUNE 09, 2014
DATE OF EXPIRY: JUNE 09, 2015

WE, J.V. INC B.V. LOCATED AT 250 WEENA, ROTTERDAM 3012NJ,
THE NETHERLANDS (HEREINAFTER CALLED 'THE APPLICANT'),
HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT
PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS
STANDBY LETTER OF CREDIT NO. JV1406101, ON FIRST DEMAND,
TO THE ORDER OF STERLING CAPITAL LIMITED, 1301 BANK OF
AMERICA TOWER, 12 HARCOURT ROAD, CENTRAL HONG KONG
OR ITS ASSIGNS, THE SUM OF TEN MILLION (10,000,000.00)
UNITED STATES DOLLAR, UPON PRESENTATION AND SURRENDER
OF THIS STANDBY LETTER OF CREDIT AT OUR COUNTERS ON
MATURITY IN ONE YEAR AND ONE DAY FROM THE ISSUE DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF, FREE AND
CLEAR OF ANY DEDUCTION OR CHARGES, FEES OR WITHHOLDINGS
OF ANY NATURE AND THIS CREDIT BEING VALID FOR FIFTEEN (15)
DAY AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND
IN FULL IF YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT
OR TESTED TELEX MESSAGE IS NOT IN OUR POSSESSION ON OR
BEFORE THAT DATE.

THIS STANDBY LETTER OF CREDIT IS TRANSFERABLE, DIVISIBLE AND
ASSIGNABLE WITHOUT PRESENTATION TO US OR PAYMENT OF ANY
TRANSFER OR ASSIGNMENT FEE. THE CLAIM MUST BE IN COMPLIANCE

WITH OTHER TERMS GOVERNING THE ISSUANCE OF THIS CREDIT.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. ISP 98), AND IS SUBJECT THE STRUCTURE, TERMS, AND CONDITIONS ASSOCIATED WITH THIS STANDBY LETTER OF CREDIT AND ANY DISPUTE ARISING SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL COURT OF ARBITRATION (PARIS, FRANCE).

THIS CABLE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK-TO-BANK BASIS. ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT. THIS LETTER OF CREDIT EXPIRES ON JUNE 09, 2015. THIS STANDBY LETTER OF CREDIT IS AN OPERATIVE INSTRUMENT.
BEST REGARDS

+++++ U N Q U O T E +++++

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EntrustFile-Version: 2.0

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APPENDIX T

THE SUPREME COURT OF WASHINGTON

IN RE:)	BAR NO. 32784
)	
HOLLY JOY JOHNSON,)	Supreme Court No.
)	201,456-9
ATTORNEY AT LAW.)	
)	ORDER STRIKING PETITION
)	FOR INTERIM SUSPENSION
)	PURSUANT
)	TO ELC 7.2(a)(3)

The Washington State Bar Association (WSBA) filed a Petition for Interim Suspension pursuant to ELC 7.2(a)(3) in the above entitled matter. An Order to Show Cause was thereafter entered by the Court directing Holly Joy Johnson to appear before the Court on October 29, 2015, to show cause why the Petition should not be granted. Holly Joy Johnson did not file a response to the petition and the hearing was stricken and to be heard without oral argument on October 29, 2015. On October 26, 2015, the WSBA requested that the Court strike the hearing without oral argument set for October 29, 2015, based on Holly Joy Johnson's substantial compliance with the Association's investigation. Now, therefore, it is hereby

ORDERED:

The WSBA's Petition for Interim Suspension is stricken.

DATED at Olympia, Washington, this 27th day of October, 2015.

For the Court

Filed
Washington State Supreme Court

OCT 27 2015

Ronald R. Carpenter
Clerk

Madsen, C.J.
CHIEF JUSTICE

709/901

APPENDIX U

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...
If you have a disability or need assistance with filing a grievance...
Please note that this form is only for new grievances...
If you provide an email address, you will receive a confirmation email...

Date Received: 9/10/2015 1:37:00 PM
Confirmation Number: 201509100004

INFORMATION ABOUT YOU

Ragussis, Daniel
Last Name, First Name, Middle Initial
600 West Peachtree Street
Address
Suite 1560
Address Line 2
Atlanta, GA 30308
City, State, and Zip Code
United States
Country
[Redacted]
Phone Number
Alternate Phone Number
dragussis@gmail.com
Email Address

INFORMATION ABOUT THE LAWYER

Johnson, Holly
Last Name, First Name
2610 California Avenue
Address
Address Line 2
Seattle, WA 98116
City, State, and Zip Code
United States
Country
[Redacted]
Phone Number
32784
Bar Number (if known)

INFORMATION ABOUT YOUR GRIEVANCE

Describe your relationship to the lawyer who is the subject of your grievance:
Other: She was my Escrow Agent

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.

I, Daniel Ragussis, along with Atomic Features, LLC (Borrower) and 3ARCK Capital (Lender) entered into an Escrow Agreement to provide funding for our motion picture, "IMPERIUM." Pursuant to the Escrow Agreement, the proceeds should have been deposited into the Escrow Agent's (The Law Office of Holly Johnson) account and shall be credited to the Borrower. The Borrower shall deposit with the Escrow Agent the sum of Four Hundred Thirty Thousand United States Dollars (\$430,000.00) to be disbursed directly to the Escrow Agent from Borrower on or before June 5th, 2015. Lender shall deposit with said Escrow Agent the sum of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) to be disbursed directly to the Escrow Agent from the Lender on or before July 5, 2015.

We (Borrower) deposited Four Hundred Thirty Thousand United States Dollars (\$430,000.00) into the Escrow Agent's account (Law Office of Holly Johnson), but 3ARCK Capital (Lender) did not deposit the Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00). Holly Johnson released our (Borrower) \$430,000.00 per the instruction of 3ARCK Capital (Lender) even though the company failed to perform per the Escrow Agreement.

We have requested our money to be returned by the Law Office of Holly Johnson as well as have sent Demand Letters through legal representation. We believe Ms. Johnson has conspired with 3Arck Capital to defraud us out of our money. She did not follow normal protocol when it comes to client escrow as set out by the state bar. Our funds were sent out of an escrow account that Ms. Johnson had sole control over without her receiving authorization from us as outlined in the escrow agreement.

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.

THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

July 28, 2015

Law Offices of Holly Johnson
2610 California Ave SW
Seattle, WA 98116
Attn: Holly Johnson

RE: PAYMENT DEMAND LETTER

Dear Law Offices of Holly Johnson:

Our Firm represents Atomic Features LLC ("Client") and we issue this Demand Letter for the return of the escrow deposit being held by your Firm pursuant to the Escrow Agreement ("Escrow Agreement") dated as of June 2, 2015. Our Firm has attempted to contact you on multiple occasions to no avail. Due to 3ARCK Capital's failure to perform as outlined in Clause 1.3 of the Escrow Agreement, we are demanding the return of the escrow funds deposited with you. Pursuant to the Escrow Agreement, the amounts due from 3ARCK Capital was to be deposited on or before July 5, 2015. As of the date of this letter, 3ARCK Capital has failed to perform its obligations; therefore we are requesting the immediate return of the sum of Four Hundred Thirty Thousand Dollars (\$430,000.00) ("Escrow Amount") without deduction to our Client's banking coordinates as outlined below no later than July 29, 2015 at 4:00pm PST.

The funds shall be deposited via wire transfer to:
Citibank
Account Name: Daniel Ragussis
Account Number: [REDACTED]
Routing Number: [REDACTED]

Pursuant to Clause 2.2 of the Escrow Agreement, you are required to act upon the written instruction solely issued by our Client until 3ARCK Capital's funding has been provided as agreed upon. Please consider this notice the official written instruction issued by our Client. Upon return of the escrow funds, our Client will have no further obligation to you nor will you have any additional obligation to our Client unless agreed upon in writing and signed by both parties. If you fail to return all sums due by the deadline, we will advise our Client to initiate suit in a court of law to redeem what is rightfully his as well as report your failure to return such funds to local and federal law enforcement agencies and report your actions to the Washington State Bar association.

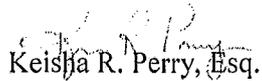
THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

If you fail to respond within one (1) business day from the date of this letter, we will exercise all rights and remedies available under the law to enforce payment. In the event that we are required to initiate suit in order to collect on the amounts owed, you will be liable for all court costs and attorney's fees expended in collecting the. Please direct all questions or concerns to our office and we thank you in advance for your prompt attention to this matter.

Sincerely,


Keisha R. Perry, Esq.

Via Email: hjohnson.attorney@gmail.com

CC: dragussis@gmail.com

VIA FIRST CLASS MAIL

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") is made as of the 2nd day of June, 2015, by and among: Atomic Features LLC ("Borrower") having an address located at 49 East 12th Street, Unit #1B, New York, NY 10003 USA; and 3ARCK Capital, LLC ("Lender"), having an office at 605 N. High Street, Suite #313 Columbus, Ohio 43215 USA.

Whereas, the Borrower and the Lender are parties to an Agreement ("LOI"), dated May 14th, 2015, for 3ARCK Capital ("Lender"), to provide funding for the Borrower's "IMPERIUM" independent motion picture project for the benefit of Borrower. Borrower and Lender are collectively referred to herein as the "Parties" ("Parties").

ARTICLE I ESCROW FUND

1.1 Establishment of Escrow. Whereas, the "LOI" Agreement provides for the escrow of the Borrower's equity contribution with Law Offices of Holly Johnson, 2610 California Ave SW, Seattle, WA, 98116 (hereinafter "Escrow Agent"), and whereas, the parties wish to establish and maintain this escrow in accordance with the terms and provisions of this Escrow Agreement; NOW, THEREFORE, the parties agree:

1.2 Purpose. This Escrow Agreement provides for the escrow of borrowers funds under the "LOI" Agreement, as a source for payment of the Borrower's equity contribution. It also provides for the lenders contribution in amount outlined in the "LOI". Subject to the terms of this Escrow Agreement, the parties establish this escrow to insure the Lenders' and Borrowers' compliance with the terms of the "LOI" Agreement.

1.3 Establishment of Escrow Fund. The Escrow proceeds shall be deposited into the Escrow Agent's account and shall be credited to the Borrower. (Account to be established by Escrow Agent). Borrower shall deposit with the Escrow Agent the sum of Four Hundred Thirty Thousand United States Dollars (\$430,000.00) to be disbursed directly to the Escrow Agent from Borrower on or before June 8th, 2015. Lender shall deposit with said Escrow Agent the sum of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) to be disbursed directly to the Escrow Agent from the Lender on or before July 5, 2015. This shall constitute and be referred to as the Escrow Fund.

1.4 Receipt of Escrow Funds. The Escrow Agent shall issue appropriate written acknowledgments of the receipt of the Escrow Fund.

ARTICLE II FUND DISBURSEMENT

2.1 Release. The Escrow Agent shall hold the Escrow Fund until the following commitments have been met:

ESCROW AGREEMENT

- 2.1.1 Pre-Requisites: Lender has obtained and Borrower has executed the formal contracts which shall include Funding Commitment, Loan and Security Agreement, Note, and Guarantees. These formal contracts shall constitute completion of the funding pursuant to the LOI Agreement.
- 2.1.2 Upon receipt of the executed contracts the Lender shall deposit in Escrow the sum necessary to complete funding pursuant to the "Funding Commitment" by the date stated in the Funding Commitment.
- 2.1.3 Upon receipt of the executed contract(s) and funding by Lender, the Escrow Agent shall release escrow funds to Borrower or Borrower's designated representatives pursuant to details outlined in "Funding Commitment."
- 2.2 Written Instructions to Escrow Agent. Notwithstanding anything to the contrary herein, the Escrow Agent may act upon any written instructions given by the Borrower solely until Lender funding is placed into Escrow. After Lender's funding is placed into Escrow, Escrow Agent may act upon any written instruction which Lender and Borrower have provided in writing.

ARTICLE III ESCROW AGENT

- 3.1 Scope of Powers, Duties and Obligations of the Escrow Agent. Subject to the Party's directions, the Escrow Agent has whatever powers are conferred by law and which are required to discharge its obligations and exercise its rights under this Escrow Agreement, including but not limited to the powers specified in the following Paragraphs of this Article, and the powers and authority granted to the Escrow Agent under other provisions of this Escrow Agreement. The Escrow Agent shall have no duties or obligations except those specifically set forth in this agreement.
- 3.2 Powers Exercisable by the Escrow Agent, Subject to this Agreement. The Escrow Agent is authorized and empowered to exercise the following powers, subject to the limitations contained in this Agreement:
- 3.2.1 The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for their failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of this Escrow Fund, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties hereunder shall be limited to the safekeeping and investment of money, instruments, and securities received by the Escrow Agent as an escrow and for the disbursement of the Escrow Fund in accordance with the terms, provisions and conditions of this Escrow Agreement.
- 3.2.2 The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the

ESCROW AGREEMENT

Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Escrow Agreement and no additional duties shall be inferred or implied.

3.2.3 The Escrow Agent shall not be required to institute or defend any action involving any matters referred to in this Escrow Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Escrow Agreement unless or until requested to do so by any party to this Escrow Agreement and then only upon receiving full indemnity, in character satisfactory to the Escrow Agent, against all claims, liabilities and expenses. Notwithstanding the foregoing, nothing contained herein shall prohibit Borrower from initiating suit against Escrow Agent for Escrow Agent's failure to perform his/her obligations hereunder.

3.3 Disputes. In the event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

3.3.1 The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or

3.3.2 The Escrow Agent may refrain from acting until required to do so by the order of a court of final authority.

3.3.3 Notwithstanding the foregoing in this Section, Escrow Agent shall not distribute any funds which are being disputed.

ARTICLE IV COMPENSATION TO THE ESCROW AGENT

4.1 Fees for Escrow Agent. The Escrow Agent's fees shall be Five Hundred United States Dollars (\$500.00) of the Escrow Fund deposited by the Borrower and Lender. Said fees shall include any and all fees, costs and expenses relating to the drafting and execution of this Escrow Agreement and shall be immediately be made payable to the Escrow Agent upon receipt of the Lender's funding of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) clearing in escrow account and in accordance with Article II above.

4.2 Escrow Agent shall not receive any fees until Lender's financing is clear and available.

ARTICLE V ESCROW AGENTS NOTICES AND INSTRUCTIONS

ESCROW AGREEMENT

5.1 Instructions; Notices. Except as hereafter provided, any directions, instructions or notices which the Parties or any other duly authorized person is required or permitted to give to the Escrow Agent under this Escrow Agreement (the "Instructions") shall be in writing and shall be deemed effective upon receipt by the Escrow Agent. The Escrow Agent shall be provided with specimen signatures of the authorized representatives of the Parties. The Escrow Agent shall be entitled to rely in good faith upon any Instructions signed by any authorized representative of the Parties, and shall incur no liability for following such directions. Any written notices, affidavits or other communications hereunder shall be deemed to have been duly given if delivered or mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Escrow Agent, to:

Law Office of Holly Johnson
2610 California Avenue SW
Seattle, WA 98116
Phone: (206) 679-1781

If to the Lender, to:

3ARCK Capital, LLC
605 N. High Street, Suite 313
Columbus, OH 43215
Email: threearck@gmail.com

If to the Borrower, to:

Atomic Features, LLC
49 East 12th Street, Unit #1B
New York, NY 10003
Email: dragussis@gmail.com

With a copy to:

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
Email: krperry@theperrylawgroup.com

The address may be changed by any party in a notice duly given as provided herein.

5.2 E-Mail/Photo-static Tele-transmission. The transmission of the Instructions by electronic transmission (e-mail) as attributed to an authorized person or photo-static Tele-transmission with duplicate or facsimile signatures shall be an authorized method of

ESCROW AGREEMENT

communication and shall be considered in writing until the Parties notify the Escrow Agent to the contrary.

5.3 Electronic Affirmation. Notwithstanding any other provision of this Article IV, the Escrow Agent may settle securities trades effected by the Parties through a securities depository that utilizes an institutional delivery system, in which event the Escrow Agent may deliver or receive securities in accordance with appropriate trade reports or statements given to the Escrow Agent by such depository without having received direct communications or instructions from the Parties.

5.4 Additional Instructions. In any matter under this Escrow Agreement in which the Escrow Agent is permitted or required to act upon Instructions, the Escrow Agent, where it deems necessary, may request further Instructions from the person or entity giving the original instructions, or from the Parties, as the case may be, and may defer any and all action pending receipt thereof.

ARTICLE VI LIMITATION ON LIABILITY

6.1 Liability of Escrow Agent. In performing any duties under this Escrow Agreement, Escrow Agent shall not be liable for any damages, losses, or expenses, except for gross negligence or willful misconduct on the part of the Escrow Agent. Escrow Agent shall not incur any liability for: (a) any act or failure to act made or omitted in good faith, or (b) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Escrow Agreement that the Escrow Agent shall in good faith believe to be genuine, nor will the Escrow Agent be liable or responsible for forgeries, fraud, impersonations or determining and verifying the scope of any representative authority, or any person acting or purporting to act on behalf of any party to this agreement.

ARTICLE VII MISCELLANEOUS

7.1 Non-waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

7.2 Time of essence. Time is of essence of this Escrow Agreement and Lender shall deposit the Escrow Fund into escrow on or before July 5th, 2015.

7.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by overnight express mail (i.e., Federal Express):

ESCROW AGREEMENT

7.4 Nonexclusive protection. The provisions of this Escrow Agreement are cumulative and not exclusive of all other rights or remedies which Borrower may have at law or equity, or under the Loan Agreement or other agreements or documents.

7.5 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Escrow Agreement.

7.6 Titles. The titles are for convenience or reference and shall not be deemed to modify or affect the interpretation of this Escrow Agreement. The term "herein" as used in this Escrow Agreement refers to this Escrow Agreement and any Exhibits to this Escrow Agreement.

7.7 Modification. Neither this Escrow Agreement nor any of its provisions shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

7.8 Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things consistent with this Escrow Agreement as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Escrow Agreement.

7.9 Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

7.10 Governing Law. This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York and the Loan Agreement, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and the United States which are located in the County of Butte.

7.11 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

[Signature page to follow]

ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement.

BORROWER: ATOMIC FEATURES, LLC

By: 
Name: Daniel Ragussis
Its Authorized Signatory

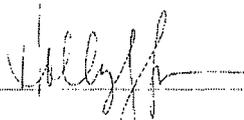
June 6, 2015
Date

LENDER: 3ARCK CAPITAL, LLC

By: 
Name: Gary Jones
Its Authorized Signatory
money member

6/6/2015
Date

ESCROW AGENT:

By: 
Holly Johnson, Attorney at Law

June 09, 2015
Date



Tiana Ferrell <tferrell@theperrylawgroup.com>

Fwd: Transaction Completion

Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
To: Tiana Ferrell <tferrell@theperrylawgroup.com>

Thu, Sep 10, 2015 at 10:17 AM

This email thread needs to be sent with the response along with the next one I will send.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

Begin forwarded message:

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: July 31, 2015 at 5:06:45 PM EDT
To: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>
Subject: Re: Transaction Completion

I will call you within the hour. The escrow agreement you have was forged. I have never seen it before. Look at the fonts they are all different. I had another one sent to me yesterday, same agreement with different parties, different dates etc. again one I never signed. I can forward that to you if you'd like. Gary left me coordinates yesterday to wire the money to his personal account by the way. Gary signed another agreement with the other parties stating the money was his free and clear. It's Gary that should be sued. I will pursue each and every legal means necessary against Gary & Company.

Again please tell your clients we are in communication and it's easier for all if I deal with you since you represent them.

Sent from my iPad

On Jul 31, 2015, at 9:41 AM, Keisha R. Perry, Esq. <krperry@theperrylawgroup.com> wrote:

Holly

This is not a flip. After speaking with Gary this morning, it has caused me to question everything that each of you are telling me. You still have yet to answer my question as to whether you have the money in your possession. The fact is that you still have not called me back regardless of the reasons you have not. My clients have become very impatient and I cannot help you when you are not providing me anything other than promises to review and get back to me. If you want me to help then you and I need to speak on the phone today and you going to have to answer my basic questions honestly. If this does not occur then I have no choice to proceed.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

On Jul 31, 2015, at 9:16 AM, Holly J Johnson <hjohnson.attorney@gmail.com> wrote:

Keisha,

All I can say is really? Your tone and attitude has changed 180 degrees from yesterday evening. I am not refusing to talk to you, I apologized and explained for the texts. And I emailed you last night saying I received your email was going to look at all of them I detail today because I have not seen any of them before. We agreed to be in continuous contact and now you flipped. Please help me understand.

Sent from my iPad

On Jul 31, 2015, at 8:33 AM, Keisha R. Perry, Esq.
<krperry@theperrylawgroup.com> wrote:

Gary,

Per our conversation, between yourself and Ms Johnson, I have received multiple versions of the story none of which are adding up to the truth or the money being returned.

You stated that you and I had been in communication over the last 48 hours; however I did not speak to you at all yesterday despite calls to you and an email requesting a call with you and Holly. So this is incorrect.

Holly refuses to speak to me but rather only communicates via text message. She still has yet to confirm that she still has the money in her possession.

Gary, although on our call you stated you have been unable to speak to Holly on the telephone, I have several text messages where she states the opposite. You told me you have only been able to communicate with her via text.

My client's money has not been returned and every option that you have proposed below is counter productive and makes no sense.

Holly per our text exchange, the money was sent to you and per Mr. Jones email below you should have the funds.

We have no choice but to file and include every party

9/10/2015

The Perry Law Group Mail - Fwd: Transaction Completion

who was involved in bringing this transaction to my client with the SEC, FBI, local police in Cincinnati, Seattle and file with the State Bar as well as file civil charges against Holly, and Gary and their companies.

It is now obvious that Holly does not have the money and clearly it was sent to Gary or to some party that Gary authorized her to release it to without my client's permission.

Gary and Holly you are either working in concert or one party is being deceived. At this point I am less concerned about who is whom versus getting my client's money returned ASAP. Since we cannot seem to accomplish this, we will allow other measures to take its course.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

On Jul 31, 2015, at 8:07 AM, Gary Jones
<threearck@gmail.com> wrote:

Gentleman, in an effort to assist in this matter i reached out to Keisha for discussion regarding any questions on the options i presented. It was communicated that she would prefer to seek the resolution through legal options as opposed to mine. As mentioned before I would not be able to assist in your legal matter and therefore have to step aside in my assistance.

Respectfully,
Gary Jones
3ARCK Capital, LLC

On Fri, Jul 31, 2015 at 9:21 AM, Gary Jones <threearck@gmail.com> wrote:

Good morning everyone. Over the last 48 hours I've had several conversations with Ms. Perry regarding the return of your escrow. I've made several attempts to contact Ms. Johnson via phone, text, and email of which none of those brought any conclusion to this issue. therefore, I propose the following options. Please review for our discussion later today.

Option #1
Stay engaged as originally planned. I have an entity that knows your project

and is prepared to issue the bond needed. They say they need some final docs from you and upon receiving the documents would be in position to issue the bond in approx. 10 business days. This solution would allow me to fund your project as planned and hopefully we could make up the loss time. Of course i would have to continue to pursue Ms. Johnson in getting your escrow as part of your funding but wouldn't allow that to affect you getting funding.

Option #2

Cancel the file but allow 3ARCK to continue to pursue the recovery of your escrow deposit from Ms. Johnson. I would request that you put all other actions on hold as it would be detrimental to the actions I would take to solve the matter. I think i could have this resolved in the next 5 business days.

Option #3

Cancel the file, but sell the "right to collect" to 3ARCK. I would simply pay the amount of deposit to you in exchange for a release and assignment of rights to 3ARCK. this would take me approx. 3 days to get approved and about 5 days to close the deal.

Option #4

Cancel the file and pursue recovery of your escrow on your own. this way you could use all legal rights afforded to you. However, I would not be able to assist you as I am under legal counsel not to be involved under these circumstances.

These 4 options are what I see available to you as of right now. I am open for discussion on any of them and also willing to hear any other options you may have in mind.

Thank you for your patience thus far. Please advise me as to when you are available for a phone meeting if necessary.

Respectfully,

Gary Jones
3ARCK Capital, LLC

Live like you will die tomorrow!!! Learn like you will live forever !!!!!

Live like you will die tomorrow!!! Learn
like you will live forever !!!!!



Tiana Ferrell <tferrell@theperrylawgroup.com>

Fwd: Transaction Completion

Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
To: Tiana Ferrell <tferrell@theperrylawgroup.com>

Thu, Sep 10, 2015 at 10:17 AM

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

Begin forwarded message:

From: E Walton <gsnafilms@gmail.com>
Date: July 31, 2015 at 12:29:43 PM EDT
To: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>, Daniel Ragussis <dragussis@gmail.com>, Ty Walker <tywalker@tycorfilms.com>
Subject: Re: Transaction Completion

Daniel, Ty, and Keisha:

I am sorry for introducing all of you to this obvious elaborate escrow scam and I am completely embarrassed for not being more thorough in researching Gary Jones, a 52 year old black man who knows there are severe consequences for these illegal and criminal acts. I know this offers you little to know comfort, but I had to say it. Thankfully, the authorities have the technology to trace all activity from the original funds transfer to verify exactly what we know, but Gary nor Holly will admit. It is clear that Gary is stalling for as long as possible, which is a key indicator that he is doing something he was never authorized to do with your money.

I have done some digging and found that the post office Gary uses as his current business address requires two forms of valid ID in order to rent a p.o. box, as a requirement of the U.S. Postal service. Sharing this information with the police and FBI will ensure that they are pursuing the right party. I have the name of information for another attorney and "investor" down in Florida which the authorities can question about this transaction. I have that information whenever you're ready, Keisha.

I have reached out to the Washington State Bar Association to find out if they have a copy of Holly Joy Johnson's errors & omissions insurance, which may help cover a portion of, if not most of your loss as a victim.

In an effort to exonerate my own name, I am prepared provide any information I have. I also prepared to contact the media in both Columbus and Cincinnati when the police become involved so as to warn others seeking to do business with Gary and or Holly Johnson. I encourage you consider adding the Washington and Ohio state attorney general's when filing your complaint.

I realize that these are not short-term solutions, but I will continue to dig for more information.

Regards,

E.J. Walton
Independent Consultant / Producer
Americana Group / Global Studios Ent.
323.684.1615

AMERICANA

****CONFIDENTIALITY NOTICE****This e-mail message & its attachments are covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 & is intended only for use of person or entity to which it is addressed. If you are not the intended recipient or have received this message in error, you are prohibited from disseminating or otherwise using this information under law.

****DISCLAIMER****Sender is not a Securities Dealer, Broker or US Investment Advisor. Sender is a Consultant only and makes neither warranties nor representations as to the Buyer, Seller nor Transaction. Receipt of these documents is acknowledgement and acceptance that this is privileged, proprietary and confidential and will not be forwarded to any party(s) without prior written consent from the sender.

On Fri, Jul 31, 2015 at 8:33 AM, Keisha R. Perry, Esq. <krperry@theperrylawgroup.com> wrote:
Gary,

Per our conversation, between yourself and Ms Johnson, I have received multiple versions of the story none of which are adding up to the truth or the money being returned.

You stated that you and I had been in communication over the last 48 hours; however I did not speak to you at all yesterday despite calls to you and an email requesting a call with you and Holly. So this is incorrect.

Holly refuses to speak to me but rather only communicates via text message. She still has yet to confirm that she still has the money in her possession.

Gary, although on our call you stated you have been unable to speak to Holly on the telephone, I have several text messages where she states the opposite. You told me you have only been able to communicate with her via text.

My client's money has not been returned and every option that you have proposed below is counter productive and makes no sense.

Holly per our text exchange, the money was sent to you and per Mr. Jones email below you should have the funds.

We have no choice but to file and include every party who was involved in bringing this transaction to my client with the SEC, FBI, local police in Cincinnati, Seattle and file with the State Bar as well as file civil charges against Holly, and Gary and their companies.

It is now obvious that Holly does not have the money and clearly it was sent to Gary or to some party that Gary authorized her to release it to without my client's permission.

Gary and Holly you are either working in concert or one party is being deceived. At this point I am less concerned about who is whom versus getting my client's money returned ASAP. Since we cannot seem to accomplish this, we will allow other measures to take its course.

Keisha R. Perry, Esq.

The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

On Jul 31, 2015, at 8:07 AM, Gary Jones <threearck@gmail.com> wrote:

Gentleman, in an effort to assist in this matter i reached out to Keisha for discussion regarding any questions on the options i presented. It was communicated that she would prefer to seek the resolution through legal options as opposed to mine. As mentioned before I would not be able to assist in your legal matter and therefore have to step aside in my assistance.

Respectfully,
Gary Jones
3ARCK Capital, LLC

On Fri, Jul 31, 2015 at 9:21 AM, Gary Jones <threearck@gmail.com> wrote:

Good morning everyone. Over the last 48 hours I've had several conversations with Ms. Perry regarding the return of your escrow. I've made several attempts to contact Ms. Johnson via phone, text, and email of which none of those brought any conclusion to this issue. therefore, I propose the following options. Please review for our discussion later today.

Option #1

Stay engaged as originally planned. I have an entity that knows your project and is prepared to issue the bond needed. They say they need some final docs from you and upon receiving the documents would be in position to issue the bond in approx. 10 business days. This solution would allow me to fund your project as planned and hopefully we could make up the loss time. Of course i would have to continue to pursue Ms. Johnson in getting your escrow as part of your funding but wouldn't allow that to affect you getting funding.

Option #2

Cancel the file but allow 3ARCK to continue to pursue the recovery of your escrow deposit from Ms. Johnson. I would request that you put all other actions on hold as it would be detrimental to the actions I would take to solve the matter. I think i could have this resolved in the next 5 business days.

Option #3

Cancel the file, but sell the "right to collect" to 3ARCK. I would simply pay the amount of deposit to you in exchange for a release and assignment of rights to 3ARCK. this would take me approx. 3 days to get approved and about 5 days to close the deal.

Option #4

Cancel the file and pursue recovery of your escrow on your own. this way you could use all legal rights afforded to you. However, I would not be able to assist you as I am under legal counsel not to be involved under these circumstances.

These 4 options are what I see available to you as of right now. I am open for discussion on any of them and also willing to hear any other options you may have in mind.

Thank you for your patience thus far. Please advise me as to when you are available for a phone meeting if necessary.

9/10/2015

The Perry Law Group Mail - Fwd: Transaction Completion

Respectfully,

Gary Jones
3ARCK Capital, LLC

--
Live like you will die tomorrow!!! Learn like you will live forever !!!!!

--
Live like you will die tomorrow!!! Learn like you will live forever !!!!!



Tiana Ferrell <tferrell@theperrylawgroup.com>

Fwd: New Direction Per our Conversation

The Perry Law Group <perrylawgroup@aol.com>

Thu, Sep 10, 2015 at 10:18 AM

To: Tiana Ferrell <tferrell@theperrylawgroup.com>

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

Begin forwarded message:

From: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>
Date: August 10, 2015 at 6:04:55 PM EDT
To: Tiana Ferrell <tferrell@theperrylawgroup.com>, Aixsha Bishop
<abishop@theperrylawgroup.com>
Subject: Fwd: New Direction Per our Conversation

----- Forwarded message -----

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: Tue, Aug 4, 2015 at 8:20 PM
Subject: Fwd: New Direction Per our Conversation
To: "Keisha R. Perry" <krperry@theperrylawgroup.com>

See below.

The contract Gary entered into with the escrow money is still in play. I can send you the contract I signed. The one you have I never signed. My signature must have been cut and pasted. I have been sent another contract Gary forged too. I can send you proof of that too.

This is the update I have received. Please advise your people that what Gary apparently promised is still coming through.

One of the people from Lighthouse Partners said they would be happy up talk with you and clear up what Gary has or has not been up front with.

Thank you,

Holly Jihnsen.

Sent from my iPad

Begin forwarded message:

From: Moe Aziz <moaziz28@gmail.com>
Date: August 4, 2015 at 1:18:41 PM PDT
To: Gary Jones <threearck@gmail.com>, Andrew Bloom
<andrew@lighthousepartnersllp.com>
Subject: New Direction Per our Conversation

Hi Gary,

Per our conversation earlier I wanted to advise you that we have partially shifted directions on how we will be getting our transaction completed. Since we had some changes earlier with Barclays and the provider was willing to issue a MT760 for a conditional payment of 1M then remainder in 5 days after deliver of MT760 no party was agreeable to do this. Since we have allocated a lot of time in this transaction we must now bring this to fruition. I have brought to the table an investor in Brazil that has the financial capability to assist us as well as financial instruments to issue. My conversation with him has been remarkable and he is ready to provide us exactly what we need. We will still be moving forward with the Barclays instrument as well since this gentlemen will issue the 1 M conditional payment needed for the MT760 after contracts and delivering his financial instrument to your monetizer first so therefore we will knock out two birds with one stone.

Please see attached copy of MT760 that can be issued from HSBC London and also he can issue MT103 Credit as attached in the verbiage as well.

I would like to setup a call between your monetizer, yourself, me and Investor to discuss moving forward from here. However I must make it very clear that instrument won't be issued and credited to your monetizer account till next.

I welcome the opportunity to work closely with you and look forward to a great and prosperous future. Thanks.

--

Best Regards,

Moe Aziz

Conference Dial-in Number: (605) 475-4000

Participant Access Code: 737562#

DISCLAIMER: Sender is NOT a United States Securities Dealer or Broker or U.S. Investment Adviser. Sender is a consultant and makes no warranties or representations as to the buyer, seller or transaction. All due diligence is the responsibility of the buyer and seller. This E-mail letter and the attached related documents are never to be considered a solicitation for any purpose in any form or content. This document including any attachments hereto is a response to a formal request of information only. Upon receipt of these documents, the Recipient hereby acknowledges this disclaimer. These documents are not from any banking or other Institution. We do not provide securities or securities-related advice. No information herein shall be construed as a solicitation of investment funds or a securities offering in any way. These Confidential communications are protected under Gramm-Leach-Bliley Act 15 USC, Subchapter 1, sections 6801-6809 and other laws addressing the disclosure of Non-Public Personal Information.

—
Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com
Entertainment| Corporate |Real Estate| Strategy

CONFIDENTIALITY NOTICE

The information contained in this email is intended as confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient (or the employee or agent responsible to deliver it to the intended recipient) you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank You.

9 attachments

-  **103.pdf**
224K
-  **BG_760.pdf**
145K
-  **7711_Johnson_Stip.pdf**
188K
-  **AF_PROMISSORY NOTE-PLG R1.docx**
17K
-  **Aryan Proposal for Services.pdf**
244K
-  **Escrow Agreement_AF (1).pdf**
427K
-  **Holly Johnshon-Atomic Features Escrow Return Demand Letter 7-28-15.pdf**
220K

9/10/2015

The Perry Law Group Mail - Fwd: New Direction Per our Conversation

 **LOI_AF_SIGNED.pdf**
298K

 **MOU_AF (1) PLG R2 5-20-15.docx**
22K

APPENDIX V

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") is made as of the 2nd day of June, 2015, by and among: Atomic Features LLC ("Borrower") having an address located at 49 East 12th Street, Unit #1B, New York, NY 10003 USA; and 3ARCK Capital, LLC ("Lender"), having an office at 605 N. High Street, Suite #313 Columbus, Ohio 43215 USA.

Whereas, the Borrower and the Lender are parties to an Agreement ("LOI"), dated May 14th, 2015, for 3ARCK Capital ("Lender"), to provide funding for the Borrower's "IMPERIUM" independent motion picture project for the benefit of Borrower. Borrower and Lender are collectively referred to herein as the "Parties" ("Parties").

ARTICLE I ESCROW FUND

1.1 Establishment of Escrow. Whereas, the "LOI" Agreement provides for the escrow of the Borrower's equity contribution with Law Offices of Holly Johnson, 2610 California Ave SW, Seattle, WA, 98116 (hereinafter "Escrow Agent"), and whereas, the parties wish to establish and maintain this escrow in accordance with the terms and provisions of this Escrow Agreement; NOW, THEREFORE, the parties agree:

1.2 Purpose. This Escrow Agreement provides for the escrow of borrowers funds under the "LOI" Agreement, as a source for payment of the Borrower's equity contribution. It also provides for the lenders contribution in amount outlined in the "LOI". Subject to the terms of this Escrow Agreement, the parties establish this escrow to insure the Lenders' and Borrowers' compliance with the terms of the "LOI" Agreement.

1.3 Establishment of Escrow Fund. The Escrow proceeds shall be deposited into the Escrow Agent's account and shall be credited to the Borrower. (Account to be established by Escrow Agent). Borrower shall deposit with the Escrow Agent the sum of Four Hundred Thirty Thousand United States Dollars (\$430,000.00) to be disbursed directly to the Escrow Agent from Borrower on or before June 8th, 2015. Lender shall deposit with said Escrow Agent the sum of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) to be disbursed directly to the Escrow Agent from the Lender on or before July 5, 2015. This shall constitute and be referred to as the Escrow Fund.

1.4 Receipt of Escrow Funds. The Escrow Agent shall issue appropriate written acknowledgments of the receipt of the Escrow Fund.

ARTICLE II FUND DISBURSEMENT

2.1 Release. The Escrow Agent shall hold the Escrow Fund until the following commitments have been met:

ESCROW AGREEMENT

- 2.1.1 Pre-Requisites: Lender has obtained and Borrower has executed the formal contracts which shall include Funding Commitment, Loan and Security Agreement, Note, and Guarantees. These formal contracts shall constitute completion of the funding pursuant to the LOI Agreement.
- 2.1.2 Upon receipt of the executed contracts the Lender shall deposit in Escrow the sum necessary to complete funding pursuant to the "Funding Commitment" by the date stated in the Funding Commitment.
- 2.1.3 Upon receipt of the executed contract(s) and funding by Lender, the Escrow Agent shall release escrow funds to Borrower or Borrower's designated representatives pursuant to details outlined in "Funding Commitment."
- 2.2 Written Instructions to Escrow Agent. Notwithstanding anything to the contrary herein, the Escrow Agent may act upon any written instructions given by the Borrower solely until Lender funding is placed into Escrow. After Lender's funding is placed into Escrow, Escrow Agent may act upon any written instruction which Lender and Borrower have provided in writing.

ARTICLE III ESCROW AGENT

- 3.1 Scope of Powers, Duties and Obligations of the Escrow Agent. Subject to the Party's directions, the Escrow Agent has whatever powers are conferred by law and which are required to discharge its obligations and exercise its rights under this Escrow Agreement, including but not limited to the powers specified in the following Paragraphs of this Article, and the powers and authority granted to the Escrow Agent under other provisions of this Escrow Agreement. The Escrow Agent shall have no duties or obligations except those specifically set forth in this agreement.
- 3.2 Powers Exercisable by the Escrow Agent, Subject to this Agreement. The Escrow Agent is authorized and empowered to exercise the following powers, subject to the limitations contained in this Agreement:
- 3.2.1 The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for their failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of this Escrow Fund, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties hereunder shall be limited to the safekeeping and investment of money, instruments, and securities received by the Escrow Agent as an escrow and for the disbursement of the Escrow Fund in accordance with the terms, provisions and conditions of this Escrow Agreement.
- 3.2.2 The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the

ESCROW AGREEMENT

Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Escrow Agreement and no additional duties shall be inferred or implied.

3.2.3 The Escrow Agent shall not be required to institute or defend any action involving any matters referred to in this Escrow Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Escrow Agreement unless or until requested to do so by any party to this Escrow Agreement and then only upon receiving full indemnity, in character satisfactory to the Escrow Agent, against all claims, liabilities and expenses. Notwithstanding the foregoing, nothing contained herein shall prohibit Borrower from initiating suit against Escrow Agent for Escrow Agent's failure to perform his/her obligations hereunder.

3.3 Disputes. In the event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

3.3.1 The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or

3.3.2 The Escrow Agent may refrain from acting until required to do so by the order of a court of final authority.

3.3.3 Notwithstanding the foregoing in this Section, Escrow Agent shall not distribute any funds which are being disputed.

ARTICLE IV COMPENSATION TO THE ESCROW AGENT

4.1 Fees for Escrow Agent. The Escrow Agent's fees shall be Five Hundred United States Dollars (\$500.00) of the Escrow Fund deposited by the Borrower and Lender. Said fees shall include any and all fees, costs and expenses relating to the drafting and execution of this Escrow Agreement and shall be immediately be made payable to the Escrow Agent upon receipt of the Lender's funding of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) clearing in escrow account and in accordance with Article II above.

4.2 Escrow Agent shall not receive any fees until Lender's financing is clear and available.

ARTICLE V ESCROW AGENTS NOTICES AND INSTRUCTIONS

ESCROW AGREEMENT

5.1 Instructions; Notices. Except as hereafter provided, any directions, instructions or notices which the Parties or any other duly authorized person is required or permitted to give to the Escrow Agent under this Escrow Agreement (the "Instructions") shall be in writing and shall be deemed effective upon receipt by the Escrow Agent. The Escrow Agent shall be provided with specimen signatures of the authorized representatives of the Parties. The Escrow Agent shall be entitled to rely in good faith upon any Instructions signed by any authorized representative of the Parties, and shall incur no liability for following such directions. Any written notices, affidavits or other communications hereunder shall be deemed to have been duly given if delivered or mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Escrow Agent, to:

Law Office of Holly Johnson
2610 California Avenue SW
Seattle, WA 98116
Phone: (206) 679-1781

If to the Lender, to:

3ARCK Capital, LLC
605 N. High Street, Suite 313
Columbus, OH 43215
Email: threearck@gmail.com

If to the Borrower, to:

Atomic Features, LLC
49 East 12th Street, Unit #1B
New York, NY 10003
Email: dragussis@gmail.com

With a copy to:

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
Email: krperry@theperrylawgroup.com

The address may be changed by any party in a notice duly given as provided herein.

5.2 E-Mail/Photo-static Tele-transmission. The transmission of the Instructions by electronic transmission (e-mail) as attributed to an authorized person or photo-static Tele-transmission with duplicate or facsimile signatures shall be an authorized method of

ESCROW AGREEMENT

communication and shall be considered in writing until the Parties notify the Escrow Agent to the contrary.

5.3 Electronic Affirmation. Notwithstanding any other provision of this Article IV, the Escrow Agent may settle securities trades effected by the Parties through a securities depository that utilizes an institutional delivery system, in which event the Escrow Agent may deliver or receive securities in accordance with appropriate trade reports or statements given to the Escrow Agent by such depository without having received direct communications or instructions from the Parties.

5.4 Additional Instructions. In any matter under this Escrow Agreement in which the Escrow Agent is permitted or required to act upon Instructions, the Escrow Agent, where it deems necessary, may request further Instructions from the person or entity giving the original instructions, or from the Parties, as the case may be, and may defer any and all action pending receipt thereof.

ARTICLE VI LIMITATION ON LIABILITY

6.1 Liability of Escrow Agent. In performing any duties under this Escrow Agreement, Escrow Agent shall not be liable for any damages, losses, or expenses, except for gross negligence or willful misconduct on the part of the Escrow Agent. Escrow Agent shall not incur any liability for: (a) any act or failure to act made or omitted in good faith, or (b) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Escrow Agreement that the Escrow Agent shall in good faith believe to be genuine, nor will the Escrow Agent be liable or responsible for forgeries, fraud, impersonations or determining and verifying the scope of any representative authority, or any person acting or purporting to act on behalf of any party to this agreement.

ARTICLE VII MISCELLANEOUS

7.1 Non-waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

7.2 Time of essence. Time is of essence of this Escrow Agreement and Lender shall deposit the Escrow Fund into escrow on or before July 5th, 2015.

7.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by overnight express mail (i.e., Federal Express):

ESCROW AGREEMENT

7.4 Nonexclusive protection. The provisions of this Escrow Agreement are cumulative and not exclusive of all other rights or remedies which Borrower may have at law or equity, or under the Loan Agreement or other agreements or documents.

7.5 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Escrow Agreement.

7.6 Titles. The titles are for convenience or reference and shall not be deemed to modify or affect the interpretation of this Escrow Agreement. The term "herein" as used in this Escrow Agreement refers to this Escrow Agreement and any Exhibits to this Escrow Agreement.

7.7 Modification. Neither this Escrow Agreement nor any of its provisions shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

7.8 Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things consistent with this Escrow Agreement as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Escrow Agreement.

7.9 Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

7.10 Governing Law. This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York and the Loan Agreement, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and the United States which are located in the County of Butte.

7.11 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

[Signature page to follow]

ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement.

BORROWER: ATOMIC FEATURES, LLC

By: 
Name: Daniel Ragussis
Its Authorized Signatory

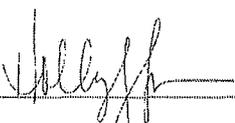
June 6, 2015
Date

LENDER: 3ARCK CAPITAL, LLC

By: 
Name: Gary Jones
Its Authorized Signatory
money member

6/6/2015
Date

ESCROW AGENT:

By: 
Holly Johnson, Attorney at Law

June 09, 2015
Date

APPENDIX W



BR: 00377

DOMESTIC MONEY TRANSFER

BUS: 013

06/09/15

CITIBANK REFERENCE NUMBER:

1801670120

ORIGINATOR INFORMATION

DANIEL RAGUSSIS
1544B NW 58TH ST
SEATTLE WA 98107

1 3103839717

BENEFICIARY INFORMATION

LAW OFFICE OF HOLLY JOHNSON
2810 42ND AVE SW APT 203
SEATTLE, WA 98118-2556
UNITED STATES
206-678-1781
ACCOUNT: [REDACTED] 1808

BENEFICIARY BANK
INFORMATION

ABA#: [REDACTED]
WASHINGTON MUTUAL BANK
2810 CALIFORNIA AVE SW
SEATTLE, 98116 WA

PAGE 1 OF 2

Wire Transfer - (In Branch /Completed on-line) I authorize the funds transfer and agree to the terms and conditions stated on Page 2 and Page 3 of this form.

Authorized Customer's Signature 
Date: June 9 2015

Identification Obtained (check and document)
<input checked="" type="checkbox"/> Citibank Banking Card and PIN verification
<input type="checkbox"/> Signature Card
<input type="checkbox"/> Valid ID

SPECIAL INSTRUCTIONS

TRANS#: 0005142015 SARCK_AF/
SARCK/LIGHTHOUSELLP #
MA21893478

SOURCE ACCOUNT: [REDACTED] CHECKING (FIMP: 000)
AMOUNT OF WIRE: 430000,00 BANK FEE: 35,00
DATE OF REQUEST: 06/09/15 CITIBANK REF NUM: 1601670120

BANKER: P4258341RILLORTA, MARK

PAGE 2 OF 2

APPENDIX X

THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

July 28, 2015

Law Offices of Holly Johnson
2610 California Ave SW
Seattle, WA 98116
Attn: Holly Johnson

RE: PAYMENT DEMAND LETTER

Dear Law Offices of Holly Johnson:

Our Firm represents Atomic Features LLC ("Client") and we issue this Demand Letter for the return of the escrow deposit being held by your Firm pursuant to the Escrow Agreement ("Escrow Agreement") dated as of June 2, 2015. Our Firm has attempted to contact you on multiple occasions to no avail. Due to 3ARCK Capital's failure to perform as outlined in Clause 1.3 of the Escrow Agreement, we are demanding the return of the escrow funds deposited with you. Pursuant to the Escrow Agreement, the amounts due from 3ARCK Capital was to be deposited on or before July 5, 2015. As of the date of this letter, 3ARCK Capital has failed to perform its obligations; therefore we are requesting the immediate return of the sum of Four Hundred Thirty Thousand Dollars (\$430,000.00) ("Escrow Amount") without deduction to our Client's banking coordinates as outlined below no later than July 29, 2015 at 4:00pm PST.

The funds shall be deposited via wire transfer to:
Citibank
Account Name: Daniel Ragussis
Account Number: [REDACTED]
Routing Number: [REDACTED]

Pursuant to Clause 2.2 of the Escrow Agreement, you are required to act upon the written instruction solely issued by our Client until 3ARCK Capital's funding has been provided as agreed upon. Please consider this notice the official written instruction issued by our Client. Upon return of the escrow funds, our Client will have no further obligation to you nor will you have any additional obligation to our Client unless agreed upon in writing and signed by both parties. If you fail to return all sums due by the deadline, we will advise our Client to initiate suit in a court of law to redeem what is rightfully his as well as report your failure to return such funds to local and federal law enforcement agencies and report your actions to the Washington State Bar association.

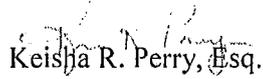
THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

If you fail to respond within one (1) business day from the date of this letter, we will exercise all rights and remedies available under the law to enforce payment. In the event that we are required to initiate suit in order to collect on the amounts owed, you will be liable for all court costs and attorney's fees expended in collecting the. Please direct all questions or concerns to our office and we thank you in advance for your prompt attention to this matter.

Sincerely,


Keisha R. Perry, Esq.

Via Email: hjohnson.attorney@gmail.com

CC: dragussis@gmail.com

VIA FIRST CLASS MAIL

APPENDIX Y

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

HOLLY JOY JOHNSON,
Lawyer (Bar No. 32784).

Supreme Court No. _____

DECLARATION OF KEISHA R.
PERRY

I, Keisha R. Perry, declare and state:

1. I am a lawyer licensed and in good standing in the State of Georgia. This statement is submitted in support of the Office of Disciplinary Counsel's (ODC) Petition for Interim Suspension.

2. In July 2015, I was engaged to represent Daniel Ragussis regarding the return of the funds pursuant to an escrow agreement. Mr. Ragussis had entered into an escrow agreement in which Washington lawyer Holly J. Johnson served as the escrow agent. Mr. Ragussis had given Ms. Johnson \$430,000 to hold in escrow by depositing them into Ms. Johnson's Chase Bank account. The escrow transaction had failed and Mr. Ragussis wanted to get his money back.

3. Beginning on July 22, 2015, we made several calls to Holly Johnson's office to no avail and with no return telephone call.

4. E.J. Walton arranged for a conference call between me and Ms. Johnson on July 24, 2015, between 2:00 and 3:00 Pacific time. I

called Ms. Johnson repeatedly during that time but did not reach her. I left voicemails for her but she failed to return the call and my next communication with her was on July 29, 2015.

5. On July 28, 2015, I wrote a letter to Ms. Johnson requesting that she return Mr. Ragussis's money. See, letter from Keisha R. Perry to Holly J. Johnson, dated July 28, 2015, attached as Appendix A.

6. On July 29, 2015, I was having a telephone conversation with Mr. Walton and Mr. Walton called Ms. Johnson while I was on the line. I asked Ms. Johnson whether she still exercised control over the funds that Mr. Ragussis had deposited into the Chase Bank account. Ms. Johnson did not answer my question, but told me that there were things that I did not know about, and that she would have to look into some things to get to the bottom of the matter.

7. In a subsequent conversation on July 29, 2015 with Ms. Johnson, she told me that Gary Jones was entitled to the funds, but she would not confirm whether or not she had disbursed the funds to Mr. Jones.

8. On July 29, 2015, I sent Ms. Johnson several e-mails and telephoned her office multiple times to no avail. Ms. Johnson never replied to the initial e-mails until July 31, 2015, and would not take

telephone calls made to her. See, e-mails between Keisha R. Perry and Holly J. Johnson, dated July 31, 2015, attached as Appendix B.

9. On July 30, 2015, Ms. Johnson sent me a text message in which she stated that she was working with “Gary” to resolve the issue. See, copies of text messages between Holly J. Johnson and Keisha R. Perry, dated July 29 through August 13, 2015, attached as Appendix C.

10. During a July 31, 2015 email exchange, Ms. Johnson also stated that she did not sign the escrow agreement – that her signature on the agreement was forged – and that she had a separate written agreement with Mr. Jones that she would send to me. Ms. Johnson told me that she would call me back to discuss the matter, but never did so. Ms. Johnson never sent me a copy of the purported side agreement with Mr. Jones. See, Appendix B

11. On July 31, 2015, Ms. Johnson sent me an e-mail stating:

The escrow agreement you have was forged. I have never seen it before. Look at the fonts they are all different. I had another one sent to me yesterday, same agreement with different parties, different dates etc. again one I never signed. I can forward that to you if you'd like. Gary left me coordinates yesterday to wire the money to his personal account by the way. Gary signed another agreement with the other parties stating the money was his free and clear.

See, Appendix B.

12. On August 4, 2015, Ms. Johnson sent me an e-mail stating: "The contract Gary entered into with the escrow money is still in play. I can send you the contract I signed. The one you have I never signed. My signature must have been cut and pasted. I have been sent another contract Gary forged too. I can send you proof of that too." See, e-mails from Holly J. Johnson to Keisha R. Perry, dated August 4, 2015, attached as Appendix D.

13. Ms. Johnson never sent me a copy of a contract or escrow agreement that she acknowledged signing, nor did she send me proof that Gary Jones forged her signature.

14. Ms. Johnson never returned any of the funds that Mr. Ragussis deposited into her account.

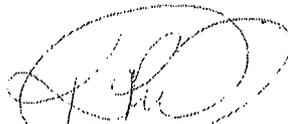
15. Ms. Johnson never sent Mr. Ragussis any written notice that she was disbursing the funds she held on his behalf.

16. I certify under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Atlanta, GA

2-23-16

Date & Place



Keisha R. Perry, Georgia Bar No. 142141

APPENDIX A

THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

July 28, 2015

Law Offices of Holly Johnson
2610 California Ave SW
Seattle, WA 98116
Attn: Holly Johnson

RE: PAYMENT DEMAND LETTER

Dear Law Offices of Holly Johnson:

Our Firm represents Atomic Features LLC ("Client") and we issue this Demand Letter for the return of the escrow deposit being held by your Firm pursuant to the Escrow Agreement ("Escrow Agreement") dated as of June 2, 2015. Our Firm has attempted to contact you on multiple occasions to no avail. Due to 3ARCK Capital's failure to perform as outlined in Clause 1.3 of the Escrow Agreement, we are demanding the return of the escrow funds deposited with you. Pursuant to the Escrow Agreement, the amounts due from 3ARCK Capital was to be deposited on or before July 5, 2015. As of the date of this letter, 3ARCK Capital has failed to perform its obligations; therefore we are requesting the immediate return of the sum of Four Hundred Thirty Thousand Dollars (\$430,000.00) ("Escrow Amount") without deduction to our Client's banking coordinates as outlined below no later than July 29, 2015 at 4:00pm PST.

The funds shall be deposited via wire transfer to:

Citibank

Account Name: Daniel Ragussis

Account Number: [REDACTED]

Routing Number: [REDACTED]

Pursuant to Clause 2.2 of the Escrow Agreement, you are required to act upon the written instruction solely issued by our Client until 3ARCK Capital's funding has been provided as agreed upon. Please consider this notice the official written instruction issued by our Client. Upon return of the escrow funds, our Client will have no further obligation to you nor will you have any additional obligation to our Client unless agreed upon in writing and signed by both parties. If you fail to return all sums due by the deadline, we will advise our Client to initiate suit in a court of law to redeem what is rightfully his as well as report your failure to return such funds to local and federal law enforcement agencies and report your actions to the Washington State Bar association.

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If you fail to respond within one (1) business day from the date of this letter, we will exercise all rights and remedies available under the law to enforce payment. In the event that we are required to initiate suit in order to collect on the amounts owed, you will be liable for all court costs and attorney's fees expended in collecting the. Please direct all questions or concerns to our office and we thank you in advance for your prompt attention to this matter.

Sincerely,


Keisha R. Perry, Esq.

Via Email: hjohnson.attorney@gmail.com

CC: dragussis@gmail.com

VIA FIRST CLASS MAIL

APPENDIX B

Brian McCarthy

From: Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
Sent: Wednesday, September 23, 2015 10:12 AM
To: Brian McCarthy
Subject: Fwd: Transaction Completion

----- Forwarded message -----

From: **Keisha R. Perry, Esq.** <krperry@theperrylawgroup.com>
Date: Fri, Jul 31, 2015 at 8:22 PM
Subject: Re: Transaction Completion
To: Holly J Johnson <hjohnson.attorney@gmail.com>

Holly,

You stated you would call me within the hour 3 hours ago and I have yet to hear from you. Do you see the problem I have with your communication and why I am having a problem relying on statements you make?

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: [404-733-0201](tel:404-733-0201)
Fax: [404-733-0109](tel:404-733-0109)
Web: www.perrylawgroup.com

On Jul 31, 2015, at 2:06 PM, Holly J Johnson <hjohnson.attorney@gmail.com> wrote:

I will call you within the hour. The escrow agreement you have was forged. I have never seen it before. Look at the fonts they are all different. I had another one sent to me yesterday, same agreement with different parties, different dates etc. again one I never signed. I can forward that to you if you'd like. Gary left me coordinates yesterday to wire the money to his personal account by the way. Gary signed another agreement with the other parties stating the money was his free and clear. It's Gary that should be sued. I will pursue each and every legal means necessary against Gary & Company.

Again please tell your clients we are in communication and it's easier for all if I deal with you since you represent them.

Sent from my iPad

On Jul 31, 2015, at 9:41 AM, Keisha R. Perry, Esq. <krperry@theperrylawgroup.com> wrote:

Holly

This is not a flip. After speaking with Gary this morning, it has caused me to question everything that each of you are telling me. You still have yet to answer my question as to whether you have the money in your possession. The fact is that you still have not called me back regardless of the reasons you have not. My clients have become very impatient and I cannot help you when you are not providing me anything other than promises to review and get back to me. If you want me to help then you and I need to speak on the phone today and you going to have to answer my basic questions honestly. If this does not occur then I have no choice to proceed.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: [404-733-0201](tel:404-733-0201)
Fax: [404-733-0109](tel:404-733-0109)
Web: www.perrylawgroup.com

On Jul 31, 2015, at 9:16 AM, Holly J Johnson <hjohnson.attorney@gmail.com> wrote:

Keisha,

All I can say is really? Your tone and attitude has changed 180 degrees from yesterday evening. I am not refusing to talk to you, I apologized and explained for the texts. And I emailed you last night saying I received your email was going to look at all of them I detail today because I have not seen any of them before. We agreed to be in continuous contact and now you flipped. Please help me understand.

Sent from my iPad

On Jul 31, 2015, at 8:33 AM, Keisha R. Perry, Esq.
<krperry@theperrylawgroup.com> wrote:

Gary,

Per our conversation, between yourself and Ms Johnson, I have received multiple versions of the story none of which are adding up to the truth or the money being returned.

You stated that you and I had been in communication over the last 48 hours; however I did not speak to you at all yesterday despite calls to

you and an email requesting a call with you and Holly. So this is incorrect.

Holly refuses to speak to me but rather only communicates via text message. She still has yet to confirm that she still has the money in her possession.

Gary, although on our call you stated you have been unable to speak to Holly on the telephone, I have several text messages where she states the opposite. You told me you have only been able to communicate with her via text.

My client's money has not been returned and every option that you have proposed below is counter productive and makes no sense.

Holly per our text exchange, the money was sent to you and per Mr. Jones email below you should have the funds.

We have no choice but to file and include every party who was involved in bringing this transaction to my client with the SEC, FBI, local police in Cincinnati, Seattle and file with the State Bar as well as file civil charges against Holly, and Gary and their companies.

It is now obvious that Holly does not have the money and clearly it was sent to Gary or to some party that Gary authorized her to release it to without my client's permission.

Gary and Holly you are either working in concert or one party is being deceived. At this point I am less concerned about who is whom versus getting my client's money returned ASAP. Since we cannot seem to accomplish this, we will allow other measures to take its course.

Keisha R. Perry, Esq.
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600 West Peachtree Street,
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Atlanta, GA 30308

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Web: www.perrylawgroup.com

On Jul 31, 2015, at 8:07 AM, Gary Jones
<threearck@gmail.com> wrote:

Gentleman, in an effort to assist in this matter i reached out to Keisha for discussion regarding any questions on the options i presented. It was communicated that she would prefer to seek the resolution through legal options as opposed to mine. As mentioned before I would not be able to assist in your legal matter and therefore have to step aside in my assistance.

Respectfully,
Gary Jones
3ARCK Capital, LLC

On Fri, Jul 31, 2015 at 9:21 AM,
Gary Jones <threearck@gmail.com>
wrote:

Good morning everyone. Over the last 48 hours I've had several conversations with Ms. Perry regarding the return of your escrow. I've made several attempts to contact Ms. Johnson via phone, text, and email of which none of those brought any conclusion to this issue. therefore, I propose the following options. Please review for our discussion later today.

Option #1

Stay engaged as originally planned. I have an entity that knows your project and is prepared to issue the bond needed. They say they need some final docs from you and upon receiving the documents would be in position to issue the bond in approx. 10 business days. This solution would allow me to fund your project as planned and hopefully we could make up the loss time. Of course i would have to continue to pursue Ms. Johnson in getting your escrow as part of your funding but wouldn't

allow that to affect you getting funding.

Option #2

Cancel the file but allow 3ARCK to continue to pursue the recovery of your escrow deposit from Ms. Johnson. I would request that you put all other actions on hold as it would be detrimental to the actions I would take to solve the matter. I think i could have this resolved in the next 5 business days.

Option #3

Cancel the file, but sell the "right to collect" to 3ARCK. I would simply pay the amount of deposit to you in exchange for a release and assignment of rights to 3ARCK. this would take me approx. 3 days to get approved and about 5 days to close the deal.

Option #4

Cancel the file and pursue recovery of your escrow on your own. this way you could use all legal rights afforded to you. However, I would not be able to assist you as I am under legal counsel not to be involved under these circumstances.

These 4 options are what I see available to you as of right now. I am open for discussion on any of them and also willing to hear any other options you may have in mind.

Thank you for your patience thus far. Please advise me as to when you are available for a phone meeting if necessary.

Respectfully,

Gary Jones
3ARCK Capital, LLC

~*~
Live like you will die
tomorrow!!! Learn like you will live
forever !!!!!

~*~
Live like you will die
tomorrow!!! Learn like you will live
forever !!!!!

--
Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

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Brian McCarthy

From: Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
Sent: Wednesday, September 23, 2015 10:04 AM
To: Brian McCarthy
Subject: Fwd: Escrow Agreement

----- Forwarded message -----

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: Fri, Jul 31, 2015 at 2:14 AM
Subject: Re: Escrow Agreement
To: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>

Thank you so much for sending these. I need to go through all of these carefully. I appreciate you working with me and I promise continuous contact. I have interesting information for you. I will be available after noon PST. We should chat or text again. I am sorry so late for the reply I was co hosting a breast cancer awareness/fundraiser. All I ask is that you let your clients know that we are talking and it would be easier to just keep communication through you. If they have an issue with that I am more than willing to talk it through.

Regards,

Holly

Sent from my iPad

On Jul 30, 2015, at 5:27 PM, Keisha R. Perry, Esq. <krperry@theperrylawgroup.com> wrote:

See below for all docs related to this deal.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: [404-733-0201](tel:404-733-0201)
Fax: [404-733-0109](tel:404-733-0109)
Web: www.perrylawgroup.com

Begin forwarded message:

From: Daniel Ragussis <dragussis@gmail.com>
Date: July 30, 2015 at 7:51:25 PM EDT
To: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>
Cc: Ty Walker <tywalker@tycorfilms.com>, Simon Taufique <simon@gurucafe.com>, Dennis Lee <dennis@kulturemachine.com>
Subject: Re: Escrow Agreement

Hey Keisha -- for your records, here is the complete set of all the executed agreements (the escrow is labeled as such). There is also a wire receipt showing the funds going to Holly's bank account. Let me know if I can provide anything else and THANK YOU!! :)

Dan

On Thu, Jul 30, 2015 at 4:47 PM, Keisha R. Perry, Esq.

<krperry@theperrylawgroup.com> wrote:

Can you all send me a copy of the executed escrow agreement?

Keisha R. Perry, Esq.
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Fax: [404-733-0109](tel:404-733-0109)

Web: www.perrylawgroup.com

<AF_PROMISSORY NOTE-PLG R1_SIGNED.pdf>
<AF_SECURITY AGREEMENT-PLG R1_SIGNED.pdf>
<AF_WIRE_CONFIRMATION.pdf>
<Escrow Agreement_AF R1_SIGNED_JOHNSON.pdf>
<Funding_Committment_AF_Revised_SIGNED.pdf>
<LOI_AF_SIGNED.pdf>
<MOU_AF_PLG R2 5-20-15_rev_SIGNED.pdf>

--

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

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Fax: 404-733-0109

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APPENDIX C

Holly? I need this answer
now

I'm in a mtg please I can't
talk

Holly I don't care about
anything else. You have
failed to return my calls
since last week

I would think that with
your license being on the
line that you would be
more concerned about
this.

But you not calling me
back and still not
answering my questions I
am beginning to think you

along with Gary

Last comment for now. I have been getting a lot of random calls from all sorts of names I didn't know. So I opted to not call people back bc a lot of the calls were at crazy non business hours.

Holly do you have the money

Thu, Jul 30, 6:29 PM

Holly you still have failed to respond to my text or call me back. I guess your 13 year career and

I have advised my clients
to file civil charges against
you, report you to the
State Bar and file with the
local police, FBI and the
SEC

Thu, Jul 30, 7:46 PM

I have been working w
Gary all day & he told me
he talked w you. So I
Didn't think I needed to
respond this morning. Can
you do me a favor and
send me the agreement
that you have?

Holly simply put Gary is
lying to you. I have not

yesterday. I will send it over

Thank you. Did he leave you a message?

No and he has my cell and office number

Holly Im trying to warn you that you are bring set up to be the fall guy here

I even called Gary today after I called you and he did not answer and has not called me back

Gary Jones

Today

Today

6:26 PM

Outgoing Call

2 seconds

mobile

+1 (312) 613-2002



Notes

Send Message

Share Contact

Add to Favorites

I believe you! If you will
excuse me I'm in a little bit
of a rage right now.

Holly from one colleague
to another I know where

I serve as escrow agent regularly. I am asking you to let me help you sort through this. While admittedly my first concern is my clients money being returned, my heart goes out to you

I really appreciate that. I will take you up on it. I may have to sue Gary I don't know. It will help me a lot to see the paperwork you have.

And who is Daniel Lee?
He wants me to call him.
Sorry about the texting but I'm in court. Be in touch soon. Have to go do

some talking.

Daniel is apart Atomic Features

Is he your client? How does he fit in

Yes I represent Atomic Features which is the production company comprised of Simon Taufique, Dennis Lee and Daniel Ragussis. Ty Walker is a producer on a film

Can I tell him I'm working w you since he wants to talk to me. I'd rather stick with one person. Please

advise.

He was calling you bc I had not spoken to you. If we can have real continuous communication, I will tell him that

Yes please and thank you.

Fri, Jul 31, 8:24 PM

Holly,

You stated you would call me within the hour 3 hours ago and I have yet to hear from you. Do you see the problem I have

problem relying on
statements you make?

Fri, Jul 31, 9:34 PM

My client got booked in court. I had to go to the jail w him, get a bondsman. You are an attorney you know things can go haywire at a moments notice. I am in the lobby finally getting reception. What was I supposed to do? Have a good weekend & we can talk Monday.

Send a text to say that not making me have to contact you. No we need

to talk today if you want
my help. This will not wait
until Monday.

Thu, Aug 13, 10:12 AM

Good Morning Holly I just
wanted to tell you as I
have not heard back from
you since your email. Not
sure whats going on.
Wanted to let you know
we filed charges against
you and Gary with the
SEC, FBI, and your local
police departments this
week.

We will be also filing a civil
suit against you both as
well. What you all have

We obviously are not going to agree so I'm done w this conversation tonight.

We are done period. I hope you are able to convince the State Bar, SEC, FBI, and police department of your side. Its your fault and Gary's fault that my client's money is gone. You play a role as well.

Good bc I know I've done nothing wrong. It goes both ways. You can't threaten and intimidate. Extortion is a crime too.

Good night Holly and may you get what you deserve

Good night & I'm sorry I should not have let it get personal. Business is business & you have to represent your clients. We should not have gotten crass.

Holly nothing that I have said is crass or out of line. I have stated the facts according to the State Bar and ABA ethical rules. Nor have any of my statements equaled to extortion or intimidation. I give every opportunity to

Holly nothing that I have said is crass or out of line. I have stated the facts according to the State Bar and ABA ethical rules. Nor have any of my statements equaled to extortion or intimidation. I gave every opportunity to allow you to help us but you have stood firm by your position so we had no choice but to proceed to get my client's money back

I said things out of character & I was just apologizing. Good night for real

APPENDIX D

Brian McCarthy

From: Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
Sent: Wednesday, September 23, 2015 10:12 AM
To: Brian McCarthy
Subject: Fwd: New Direction Per our Conversation
Attachments: 103.pdf; BG_760.pdf

----- Forwarded message -----

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: Tue, Aug 4, 2015 at 8:20 PM
Subject: Fwd: New Direction Per our Conversation
To: "Keisha R. Perry" <krperry@theperrylawgroup.com>

See below.

The contract Gary entered into with the escrow money is still in play. I can send you the contract I signed. The one you have I never signed. My signature must have been cut and pasted. I have been sent another contract Gary forged too. I can send you proof of that too.

This is the update I have received. Please advise your people that what Gary apparently promised is still coming through.

One of the people from Lighthouse Partners said they would be happy up talk with you and clear up what Gary has or has not been up front with.

Thank you,

Holly Jihkson.

Sent from my iPad

Begin forwarded message:

From: Moe Aziz <moaziz28@gmail.com>
Date: August 4, 2015 at 1:18:41 PM PDT
To: Gary Jones <threearck@gmail.com>, Andrew Bloom <andrew@lighthousepartnersllp.com>
Subject: New Direction Per our Conversation

Hi Gary,

Per our conversation earlier I wanted to advise you that we have partially shifted directions on how we will be getting our transaction completed. Since we had some changes earlier with Barclays and the provider was willing to issue a MT760 for a conditional payment of 1M then remainder in 5 days after deliver of MT760 no party was agreeable to do this. Since we have allocated a lot of time in this transaction we must now bring this to fruition. I have brought to the table an investor in Brazil that has the financial capability to assist us as well as financial instruments to issue. My conversation with him has been remarkable and he is ready to provide

us exactly what we need. We will still be moving forward with the Barclays instrument as well since this gentlemen will issue the 1 M conditional payment needed for the MT760 after contracts and delivering his financial instrument to your monetizer first so therefore we will knock out two birds with one stone.

Please see attached copy of MT760 that can be issued from HSBC London and also he can issue MT103 Credit as attached in the verbiage as well.

I would like to setup a call between your monetizer, yourself, me and Investor to discuss moving forward from here. However I must make it very clear that instrument won't be issued and credited to your monetizer account till next.

I welcome the opportunity to work closely with you and look forward to a great and prosperous future. Thanks.

~

Best Regards,

Moe Aziz

Conference Dial-in Number: (605) 475-4000
Participant Access Code: 737562#

DISCLAIMER: Sender is NOT a United States Securities Dealer or Broker or U.S. Investment Adviser. Sender is a consultant and makes no warranties or representations as to the buyer, seller or transaction. All due diligence is the responsibility of the buyer and seller. This E-mail letter and the attached related documents are never to be considered a solicitation for any purpose in any form or content. This document including any attachments hereto is a response to a formal request of information only. Upon receipt of these documents, the Recipient hereby acknowledges this disclaimer. These documents are not from any banking or other Institution. We do not provide securities or securities-related advice. No information herein shall be construed as a solicitation of investment funds or a securities offering in any way. These Confidential communications are protected under Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections 6801-6809 and other laws addressing the disclosure of Non-Public Personal Information.

--

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com
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SWIFT INPUT : FIN MT-103 SINGLE CUSTOMER CREDIT TRANSFER

SENDER :

BANK NAME :

BANK ADDRESS :

ACCOUNT NAME :

ACCOUNT NUMBER :

BANK OFFICER

AMOUNT : \$ 400, 000, 000, 00 (FOUR HUNDRED MILLION DOLLARS)

CORRESPONDENT NAME : DEUTSCHE BANK AG

BANK ADDRESS

SWIFT

FOR CREDIT TO:

RECEIVER

BENEFICIARY BANK

BANK ADDRESS

SWIFT CODE

ACCOUNT NAME

ACCOUNT NO.

BANK OFFICER

TELEPHONE

BANK FAX

BANK EMAIL

TRANSACTION CODE

-----MESSAGE TEXT-----

15: TEST KEY:

27: SEQUENCE OF TOTAL: 1\1

20: TRANSACTION REFERENCE NUMBER:

23B: BANK OPERATION CODE: CRED

30: DATE: APRIL XX, 2015

33B: PRINCIPAL AMOUNT: \$ 400, 000, 000. 00

58A: BENEFICIARY ADDRESS:

59A: BENEFICIARY CUSTOMER:

21: REFERENCE:

72: SENDER TO RECEIVER INFORMATION

WE, _____ BANK, LOCATED AT: _____

_____ HEREBY PRESENT OUR IRREVOCABLE, UNCONDITIONAL, CASH BACKED SWIFT MT 103 TRANSFER IN THE AMOUNT OF: \$ 400,000,000.00 (FOUR HUNDRED MILLION DOLLARS) IN THE LAWFUL CURRENCY OF EUROPEAN UNION AND IS VALID FOR SAME DAY PAYMENT THE DAY OF RECEIPT. WE CONFIRM THAT PAYMENT SHOULD BE RELEASED IN FAVOUR OF BENEFICIARY NAME:

_____ I WITH ACCOUNT NUMBER: _____

WE HEREBY CONFIRM THAT THE FUNDS ARE GOOD, CLEAN AND CLEARED FUNDS OF NON CRIMINAL ORIGIN AND FOR PURPOSE OF INVESTMENT.

WITH FULL BANK RESPONSIBILITY AND FULL LEGAL LIABILITY, WE ALSO CONFIRM THAT THIS IRREVOCABLE SWIFT MT103 IS A BINDING FULLY PERFORMED DUE BILL AND IT IS SUBJECT TO THE UNIFORM COMMERCIAL CODES AS IT REL ATES TO MONTAGUE INTERNATIONAL INVESTMENT BANK, THIS OPERATIVE INSTRUMENT WHICH IS OUR IMMEDIATE CREDIT-INSTANT SAME DAY VALUE AND NO MAIL CONFIRMATION SHALL FOLLOW.

FOR AND ON BEHALF OF _____

AUTHORISED BY BANK OFFICERS:

BANK OFFICER I, TITLE (CODE)

BANK OFFICER II, TITLE (CODE)

=====MESSAGE TRAILER=====

70: REMITTANCE INFORMATION

/ROC/INVESTMENT AGREEMENT

DRAFT OF SWIFT MT 760 FOR BANK GUARANTEE (BG)
ICC 500/600 URDG 758

Date :
Name of issuing Bank :
Issuing Bank address :
Bank SWIFT Code :
Bank Officer :

Name of Receiving Bank :
Bank SWIFT Code :
Attention Bank Officer : Mr.
Title
Bank Guarantee Number :
Beneficiary :
Address :
Currency :
Amount :
Issuing Date :
Maturity Date : one year + one day (from issuing date)

77C: NARRATIVE: WE HEREBY OPEN OUR BANK GUARANTEE No XXXXXX AS FOLLOWS:

For the value received, we, the undersigned,Bank,, hereby issue our irrevocable, unconditional, transferable, divisible, and without protest or notification, promise to pay against this Bank Guarantee Nr.....to the order of(Beneficiary), the bearer or holder thereof, at maturity, the sum of Euro (Euromillion only) in the lawful currency of the European Union, upon presentation and surrender of this Bank Guarantee at any of the counters of our offices at.....

Such payment shall be made without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed.

This Bank Guarantee is cash backed, divisible, assignable and transferable without presentation of it to us and may be relied upon for the purposes of obtaining credit lines or loans.

This Bank Guarantee shall be governed by and shall be construed in accordance with the laws of (Country of issue). This Bank Guarantee is an operative instrument.

This Bank Guarantee is governed by the Uniform Rules for Demand Guarantees as set forth by the International chamber of Commerce latest revision of publication 500/600 URDG 758.

Your demand for payment should reach us not before..... but not later than after which date, this bank guarantee expires in full and should be considered null and void.

For and on behalf of (name of the issuing Bank)

Authorized Officer
(Name, Title, Pin Code)

Authorized Officer
(Name, Title, Pin Code)

Brian McCarthy

From: Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
Sent: Wednesday, September 23, 2015 10:13 AM
To: Brian McCarthy
Subject: Fwd: ESCROW AGREEMENT - EXECUTED.pdf
Attachments: ESCROW AGREEMENT - EXECUTED.pdf

----- Forwarded message -----

From: **Holly J Johnson** <hjohnson.attorney@gmail.com>
Date: Tue, Aug 4, 2015 at 8:53 PM
Subject: ESCROW AGREEMENT - EXECUTED.pdf
To: "Keisha R. Perry" <krperry@theperrylawgroup.com>

I never signed this one either.

Sent from my iPad

--

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com
Entertainment| Corporate |Real Estate| Strategy

CONFIDENTIALITY NOTICE

The information contained in this email is intended as confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient (or the employee or agent responsible to deliver it to the intended recipient) you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank You.

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") is made as of the 08th. Day of May, 2015, by and among: [REDACTED] ("Borrower") having an office at [REDACTED] USA; and [REDACTED] ("Lender"), having an office at [REDACTED] USA, and Law offices of Holly J. Johnson 2610 California Avenue SW, Seattle WA 98116 ("Escrow Agent")

Whereas, the Borrower and the Lender are parties to an Agreement ("LOI", "Funding Commitment"), dated 08 May 2015, for [REDACTED] ("Lender"), to provide funding for the Borrower's "Brand Launches" project(s) for the benefit of Borrower. Borrower and Lender are collectively referred to herein as the "Parties" ("Parties").

ARTICLE I ESCROW FUND

- 1.1 Establishment of Escrow. Whereas, the "LOI", "Funding Commitment" Agreement(s) provide for the escrow of the Borrower's equity contribution with the Escrow Agent; and whereas, the parties wish to establish and maintain this escrow in accordance with the terms and provisions of this Escrow Agreement; NOW, THEREFORE, the parties agree:
- 1.2 Purpose. This Escrow Agreement provides for the escrow of borrowers funds under the "Funding Commitment" Agreement, as a source for payment of the Borrower's equity contribution. It also provides for the lenders contribution in amount outlined in the "Funding Commitment". Subject to the terms of this Escrow Agreement, the parties establish this escrow to insure the Lenders' and Borrowers' compliance with the terms of the "Funding Commitment" Agreement.
- 1.3 Establishment of Escrow Fund. The Escrow proceeds shall be deposited into the Escrow Agent's client trust account and shall be credited to the Borrower. (Such Account to be established by the Escrow Agent, the "Escrow Fund".) Borrower shall deposit with the Escrow Agent the sum of One Hundred Thousand United States Dollars (\$100,000.00) to be disbursed directly to the Escrow Agent from the borrowers' bank on or before May 11, 2015. Lender shall deposit with said Escrow Agent the sum of One Million United States Dollars (\$1,000,000.00) to be disbursed directly to the Escrow Agent from the Lenders' bank on or before May 23, 2015. This shall constitute and be referred to as the Escrow Fund.
- 1.4 Receipt of Escrow funds. The Escrow Agent shall issue appropriate written acknowledgments of the receipt of the Escrow Fund.

**ARTICLE II
FUND DISBURSEMENT**

- 2.1 Release. The Escrow Agent shall hold the Escrow Fund until the following commitments have been met.
- 2.1.1 Lender has obtained and Borrower has executed the formal contract(s) in form and substance satisfactory to the borrower in its sole discretion (**Funding Commitment, Loan and Security Agreement and Promissory Note**).
 - 2.1.2 Upon receipt of the executed contracts the Lender shall deposit in Escrow the sum necessary to complete funding pursuant to the "Funding Commitment".
 - 2.1.3 Upon receipt of the executed contract(s) and funding by Lender, the Escrow Agent shall pay escrow funds to all parties pursuant to details outlined in "Funding Commitment."
- 2.2 Written Instructions to Escrow Agent. Notwithstanding anything herein to the contrary, the Escrow Agent shall act upon any written instructions given by the Borrower or any written instructions to which Lender and Borrower have consented in writing.
- 2.3 In the event that any one or more of the conditions set forth in Section 2.1 are not satisfied on or before May 25, 2015 as certified by the Borrower, the Escrow Agent shall immediately remit, without the necessity of any further instruction or notice from either the Lender or the Borrower, all funds then held within the Escrow Fund to Borrower.

**ARTICLE III
ESCROW AGENT**

- 3.1 Scope of Powers, Duties and Obligations of the Escrow Agent. Subject to the Party's directions, the Escrow Agent has whatever powers are conferred by law and which are required to discharge its obligations and exercise its rights under this Escrow Agreement, including but not limited to the powers specified in the following Paragraphs of this Article, and the powers and authority granted to the Escrow Agent under other provisions of this Escrow Agreement. The Escrow Agent shall have no duties or obligations except those specifically set forth in this agreement.
- 3.2 Powers Exercisable by the Escrow Agent, Subject to this Agreement. The Escrow Agent is authorized and empowered to exercise the following powers, subject to the limitations contained in this Agreement:
- 3.2.1 The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for their failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of this Escrow Fund, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties

hereunder shall be limited to the safekeeping and investment of money, instruments, and securities received by the Escrow Agent as an escrow and for the disbursement of the Escrow Fund in accordance with the terms, provisions and conditions of this Escrow Agreement.

- 3.2.2 The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Escrow Agreement and no additional duties shall be inferred or implied.
- 3.2.3 The Escrow Agent shall not be responsible or liable for any act or omission in the performance of the duties of the Escrow Agent under this Escrow Agreement unless such act or omission constitutes bad faith, negligence or fraud.
- 3.2.4 The Escrow Agent shall not be required to institute or defend any action involving any matters referred to in this Escrow Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Escrow Agreement unless or until requested to do so by any party to this Escrow Agreement and then only upon receiving full indemnity, in character satisfactory to the Escrow Agent, against all claims, liabilities and expenses.

3.3 Disputes. In the event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

- 3.3.1 The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or
- 3.3.2 The Escrow Agent may refrain from acting until required to do so by the order of a court of final authority.

ARTICLE IV COMPENSATION TO THE ESCROW AGENT

- 4.1 Fees for Escrow Agent. The Escrow Agent's fees shall be \$ 500.00 (Five Hundred United States Dollars) of the Escrow fund deposited by the borrower and Lender. Said fees shall be released immediately payable by the Lender to the Escrow Agent upon receipt of the Lender's funding of One Million United States Dollars (\$1,000,000.00) clearing in escrow account and in accordance with Article II above.
- 4.2 Escrow Agent shall not receive any fees until Lender's financing is clear and available.

ARTICLE V

ESCROW AGENTS NOTICES AND INSTRUCTIONS

5.1 Instructions; Notices. Except as hereafter provided, any directions, instructions or notices which the Parties or any other duly authorized person is required or permitted to give to the Escrow Agent under this Escrow Agreement (the "Instructions") shall be in writing and shall be deemed effective upon receipt by the Escrow Agent; provided, however, that the Escrow Agent in its discretion may act upon oral Instructions if it believes them to be genuine, but the Escrow Agent shall not be required to do so. If the Escrow Agent requires, all oral Instructions are to be promptly confirmed in writing, but the Escrow Agent shall not be liable for any action or any failure to act in accordance with oral Instructions, even though it fails to receive written confirmation from the Parties. The Escrow Agent shall be provided with specimen signatures of the authorized representatives of the Parties. The Escrow Agent shall be entitled to rely in good faith upon any Instructions signed by any authorized representative of the Parties, and shall incur no liability for following such directions. Any written notices, affidavits or other communications hereunder shall be deemed to have been duly given if delivered or mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Escrow Agent, to:

Law offices of
Holly J. Johnson
2610 California Avenue SW
Seattle WA 98116
Hjohnson.attorney@gmail.com

If to the Lender, to:



If to the Borrower, to:



With a copy to:



The address may be changed by any party in a notice duly given as provided herein.

- 5.2 E-Mail/Photo-static Tele-transmission. The transmission of the Instructions by electronic transmission (e-mail) as attributed to an authorized person or photo-static Tele-transmission with duplicate or facsimile signatures shall be an authorized method of communication and shall be considered in writing until the Parties notify the Escrow Agent to the contrary.
- 5.3 Electronic Affirmation. Notwithstanding any other provision of this Article IV, the Escrow Agent may settle securities trades effected by the Parties through a securities depository that utilizes an institutional delivery system, in which event the Escrow Agent may deliver or receive securities in accordance with appropriate trade reports or statements given to the Escrow Agent by such depository without having received direct communications or instructions from the Parties.
- 5.4 Additional Instructions. In any matter under this Escrow Agreement in which the Escrow Agent is permitted or required to act upon Instructions, the Escrow Agent, where it deems necessary, may request further Instructions from the person or entity giving the original instructions, or from the Parties, as the case may be, and may defer any and all action pending receipt thereof.

ARTICLE VI

LIMITATION ON LIABILITY

- 6.1 Liability of Escrow Agent. In performing any duties under this Escrow Agreement, Escrow Agent shall not be liable for any damages, losses, or expenses, except for gross negligence or willful misconduct on the part of the Escrow Agent. Escrow Agent shall not incur any liability for: (a) any act or failure to act made or omitted in good faith, or (b) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Escrow Agreement that the Escrow Agent shall in good faith believe to be genuine, nor will the Escrow Agent be liable or responsible for forgeries, fraud, impersonations or determining and verifying the scope of any representative authority, or any person acting or purporting to act on behalf of any party to this agreement.

ARTICLE VII

MISCELLANEOUS

- 7.1 Non-waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

- 7.2 Time of essence. Time is of essence of this Escrow Agreement and Borrower shall deposit the Escrow Fund into escrow on or before May 11, 2015.
- 7.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by overnight express mail (i.e., Federal Express):
- 7.4 Nonexclusive protection. The provisions of this Escrow Agreement are cumulative and not exclusive of all other rights or remedies which Borrower may have at law or equity, or under the Loan Agreement or other agreements or documents.
- 7.5 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Escrow Agreement.
- 7.6 Titles. The titles are for convenience or reference and shall not be deemed to modify or affect the interpretation of this Escrow Agreement. The term "herein" as used in this Escrow Agreement refers to this Escrow Agreement and any Exhibits to this Escrow Agreement.
- 7.7 Modification. Neither this Escrow Agreement nor any of its provisions shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.
- 7.8 Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things consistent with this Escrow Agreement as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Escrow Agreement.
- 7.9 Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.
- 7.10 Attorney's Fees. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing parties all reasonable costs incurred including staff time, court costs, attorneys fees, and all other related expenses incurred in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing" party" shall be determined by that process.
- 7.11 Governing Law. This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California and the Loan Agreement, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of California and the United States which are located in the County of New York.

7.12 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

IN WITNESS, the parties have executed this Escrow Agreement.

BORROWER: [REDACTED]

By: [REDACTED]
Date: _____
Its Authorized Signatory

LENDER: [REDACTED]

[REDACTED]
Its: Managing Member

By: _____
[REDACTED]
It's Authorized Signatory

Date: 09-May-15

ESCROW AGENT:
Law offices of Attorney Holly J. Johnson

By:  _____
Holly Johnson, Attorney at Law

It's Authorized Signatory

APPENDIX AA

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

HOLLY JOY JOHNSON,
Lawyer (Bar No. 32784).

Supreme Court No. _____

DECLARATION OF BRIAN
MCCARTHY

I, Brian McCarthy, declare and state:

1. I am an investigator with the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association. This statement is submitted in support of ODC's Petition for Interim Suspension.

2. During my investigation of the grievance Daniel Ragussis filed against Holly J. Johnson, on October 7, 2015, I interviewed Gary Jones by telephone.

3. During my conversation with Mr. Jones he denied that he had a separate agreement with Respondent, denied receiving any of the funds from the transaction involving Daniel Ragussis, and denied directing Respondent to disburse the funds.

4. During my conversation with Mr. Jones, he told me that the escrow transaction was never completed, and he believes that Mr. Ragussis is entitled to the funds he deposited in Respondent's account.

5. Also on October 7, 2015, I personally served Respondent with a Subpoena Duces Tecum, dated October 7, 2015. See, Declaration of

Service of Subpoena Duces Tecum, dated October 7, 2015, attached as Appendix EE to the Declaration of Disciplinary Counsel.

6. At that time, Respondent told me that the funds at issue in the grievance belonged to Gary Jones and that she disbursed those funds in accordance with Mr. Jones's instructions.

7. At that time, Respondent told me that she became associated with Mr. Jones through Lighthouse Partners, an investment firm.¹

8. At that time, Respondent stated that the funds were disbursed to Lighthouse Partners, to entities associated with Lighthouse Partners, and to herself.

9. When I asked why Mr. Jones would need her to disburse his own funds to his own associates at Lighthouse Partners, Respondent replied that she did not know.

10. At that time, Respondent also stated that Mr. Jones forged her signature on the escrow agreement with Mr. Ragussis but that Respondent had a separate agreement with Mr. Jones, which she would provide with her response to the grievance.

11. Respondent never provided the purported separate agreement.

¹ Based on the investigation of another grievance filed against Respondent I am aware that she had prior business transactions and personal dealings with Lighthouse Partners.

12. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

2/24/16 Seattle, WA
Date & Place

Brian McCarthy
Brian McCarthy

APPENDIX BB



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Acknowledgment That We Have Received A Grievance

Date: September 14, 2015 ODC File: 15-01639

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,

Felice P. Congalton by *PK*

Felice P. Congalton
Associate Director

Original: Grievant: Daniel Ragussis
cc: Lawyer: Holly Joy Johnson (with copy of grievance)

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

APPENDIX CC



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Sachia Stonefeld Powell
Disciplinary Counsel

direct line: (206) 733-5907
fax: (206) 727-8325
email: sachiasp@wsba.org

September 16, 2015

REQUEST FOR RESPONSE TO GRIEVANCE

Sent via e-mail to hjohnson.attorney@gmail.com and via U.S. Mail

Holly Joy Johnson
Attorney at Law
2610 42nd Ave SW Apt 203
Seattle, WA 98116-2556

Re: Grievance of Daniel Ragussis against Holly Joy Johnson
ODC File No. 15-01639

Dear Ms. Johnson:

Enclosed is a copy of a grievance filed against you. The Office of Disciplinary Counsel (ODC) is authorized to review all grievances alleging unethical conduct by Washington lawyers. If a lawyer is found to have violated the Rules of Professional Conduct, he or she may be sanctioned by either the Disciplinary Board or the Supreme Court.

We are requesting your response. Please retain all records, files and accounts related to the grievance until this matter is concluded. You are free to provide any information you believe is relevant, but we ask that you specifically respond to the following:

1. Were you involved in the escrow transaction described by Mr. Ragussis between Atomic Features, LLC and 3ARCK Capital, and if so, how; and
2. Did you receive \$430,000 from Atomic Features, LLC or someone on its behalf; and
3. If you received the funds described in paragraph 2 above, when did you receive them and into what account were they deposited; and
4. Did 3ARCK deposit funds into the escrow agent's account in compliance with the escrow agreement; and

5. Did the escrow transaction described by Mr. Ragussis between Atomic Features, LLC and 3ARCK Capital fall through; and
6. Where are the funds received from Atomic Features, LLC now?

With your narrative response please provide us a complete copy of your file regarding this escrow transaction (including all pleadings, correspondence, phone notes and memos), billing and trust records (including cancelled checks, ledger cards, disbursement statement and monthly billings). Alternatively, you may send us the original file and records, and we will make selected copies and return the materials to you by messenger or UPS. If you have questions regarding this request please call me.

Absent special circumstances, and unless you provide us with reasons to do otherwise, we must forward a copy of your response to the grievant. Because the grievant in this matter is not your client, in your response please identify and segregate anything you believe contains information relating to the representation of your client that would be protected by RPC 1.6 or RPC 1.9. Under Rule 5.1(c)(3) of the Rules for Enforcement of Lawyer Conduct (ELC), we will not provide such material to the grievant.

The grievance process is governed by the Rules for Enforcement of Lawyer Conduct (ELC). ELC 5.3 sets out the obligations of respondent lawyers, including the duty to promptly file a 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.

Please note that we also are attempting to serve a subpoena duces tecum on you regarding this matter. I have enclosed a copy of the subpoena. Please let me know if you will accept service of this subpoena by mail.

Sincerely,



Sachia Stonefeld Powell
Disciplinary Counsel

cc: Daniel Ragussis

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: 9/10/2015 1:37:00 PM
Confirmation Number: 201509100004

INFORMATION ABOUT YOU

Ragussis, Daniel
Last Name, First Name, Middle Initial
600 West Peachtree Street
Address
Suite 1560
Address Line 2
Atlanta, GA 30308
City, State, and Zip Code
United States
Country
[Redacted]
Phone Number
Alternate Phone Number
dragussis@gmail.com
Email Address

INFORMATION ABOUT THE LAWYER

Johnson, Holly
Last Name, First Name
2610 California Avenue
Address
Address Line 2
Seattle, WA 98116
City, State, and Zip Code
United States
Country
206-679-1781
Phone Number
32784
Bar Number (if known)

INFORMATION ABOUT YOUR GRIEVANCE

Describe your relationship to the lawyer who is the subject of your grievance:
Other: She was my Escrow Agent

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.

I, Daniel Ragussis, along with Atomic Features, LLC (Borrower) and 3ARCK Capital (Lender) entered into an Escrow Agreement to provide funding for our motion picture, "IMPERIUM." Pursuant to the Escrow Agreement, the proceeds should have been deposited into the Escrow Agent's (The Law Office of Holly Johnson) account and shall be credited to the Borrower. The Borrower shall deposit with the Escrow Agent the sum of Four Hundred Thirty Thousand United States Dollars (\$430,000.00) to be disbursed directly to the Escrow Agent from Borrower on or before June 5th, 2015. Lender shall deposit with said Escrow Agent the sum of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) to be disbursed directly to the Escrow Agent from the Lender on or before July 5, 2015.

We (Borrower) deposited Four Hundred Thirty Thousand United States Dollars (\$430,000.00) into the Escrow Agent's account (Law Office of Holly Johnson), but 3ARCK Capital (Lender) did not deposit the Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00). Holly Johnson released our (Borrower) \$430,000.00 per the instruction of 3ARCK Capital (Lender) even though the company failed to perform per the Escrow Agreement.

We have requested our money to be returned by the Law Office of Holly Johnson as well as have sent Demand Letters through legal representation. We believe Ms. Johnson has conspired with 3Arck Capital to defraud us out of our money. She did not follow normal protocol when it comes to client escrow as set out by the state bar. Our funds were sent out of an escrow account that Ms. Johnson had sole control over without her receiving authorization from us as outlined in the escrow agreement.

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.

THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

July 28, 2015

Law Offices of Holly Johnson
2610 California Ave SW
Seattle, WA 98116
Attn: Holly Johnson

RE: PAYMENT DEMAND LETTER

Dear Law Offices of Holly Johnson:

Our Firm represents Atomic Features LLC ("Client") and we issue this Demand Letter for the return of the escrow deposit being held by your Firm pursuant to the Escrow Agreement ("Escrow Agreement") dated as of June 2, 2015. Our Firm has attempted to contact you on multiple occasions to no avail. Due to 3ARCK Capital's failure to perform as outlined in Clause 1.3 of the Escrow Agreement, we are demanding the return of the escrow funds deposited with you. Pursuant to the Escrow Agreement, the amounts due from 3ARCK Capital was to be deposited on or before July 5, 2015. As of the date of this letter, 3ARCK Capital has failed to perform its obligations; therefore we are requesting the immediate return of the sum of Four Hundred Thirty Thousand Dollars (\$430,000.00) ("Escrow Amount") without deduction to our Client's banking coordinates as outlined below no later than July 29, 2015 at 4:00pm PST.

The funds shall be deposited via wire transfer to:

Citibank

Account Name: Daniel Ragussis

Account Number: [REDACTED]

Routing Number: [REDACTED]

Pursuant to Clause 2.2 of the Escrow Agreement, you are required to act upon the written instruction solely issued by our Client until 3ARCK Capital's funding has been provided as agreed upon. Please consider this notice the official written instruction issued by our Client. Upon return of the escrow funds, our Client will have no further obligation to you nor will you have any additional obligation to our Client unless agreed upon in writing and signed by both parties. If you fail to return all sums due by the deadline, we will advise our Client to initiate suit in a court of law to redeem what is rightfully his as well as report your failure to return such funds to local and federal law enforcement agencies and report your actions to the Washington State Bar association.

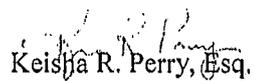
THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

If you fail to respond within one (1) business day from the date of this letter, we will exercise all rights and remedies available under the law to enforce payment. In the event that we are required to initiate suit in order to collect on the amounts owed, you will be liable for all court costs and attorney's fees expended in collecting the. Please direct all questions or concerns to our office and we thank you in advance for your prompt attention to this matter.

Sincerely,


Keisha R. Perry, Esq.

Via Email: hjohnson.attorney@gmail.com

CC: dragussis@gmail.com

VIA FIRST CLASS MAIL

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") is made as of the 2nd day of June, 2015, by and among: Atomic Features LLC ("Borrower") having an address located at 49 East 12th Street, Unit #1B, New York, NY 10003 USA; and 3ARCK Capital, LLC ("Lender"), having an office at 605 N. High Street, Suite #313 Columbus, Ohio 43215 USA.

Whereas, the Borrower and the Lender are parties to an Agreement ("LOI"), dated May 14th, 2015, for 3ARCK Capital ("Lender"), to provide funding for the Borrower's "IMPERIUM" independent motion picture project for the benefit of Borrower. Borrower and Lender are collectively referred to herein as the "Parties" ("Parties").

ARTICLE I ESCROW FUND

1.1 Establishment of Escrow. Whereas, the "LOI" Agreement provides for the escrow of the Borrower's equity contribution with Law Offices of Holly Johnson, 2610 California Ave SW, Seattle, WA, 98116 (hereinafter "Escrow Agent"), and whereas, the parties wish to establish and maintain this escrow in accordance with the terms and provisions of this Escrow Agreement; NOW, THEREFORE, the parties agree:

1.2 Purpose. This Escrow Agreement provides for the escrow of borrowers funds under the "LOI" Agreement, as a source for payment of the Borrower's equity contribution. It also provides for the lenders contribution in amount outlined in the "LOI". Subject to the terms of this Escrow Agreement, the parties establish this escrow to insure the Lenders' and Borrowers' compliance with the terms of the "LOI" Agreement.

1.3 Establishment of Escrow Fund. The Escrow proceeds shall be deposited into the Escrow Agent's account and shall be credited to the Borrower. (Account to be established by Escrow Agent). Borrower shall deposit with the Escrow Agent the sum of Four Hundred Thirty Thousand United States Dollars (\$430,000.00) to be disbursed directly to the Escrow Agent from Borrower on or before June 8th, 2015. Lender shall deposit with said Escrow Agent the sum of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) to be disbursed directly to the Escrow Agent from the Lender on or before July 5, 2015. This shall constitute and be referred to as the Escrow Fund.

1.4 Receipt of Escrow Funds. The Escrow Agent shall issue appropriate written acknowledgments of the receipt of the Escrow Fund.

ARTICLE II FUND DISBURSEMENT

2.1 Release. The Escrow Agent shall hold the Escrow Fund until the following commitments have been met:

ESCROW AGREEMENT

2.1.1 Pre-Requisites: Lender has obtained and Borrower has executed the formal contracts which shall include Funding Commitment, Loan and Security Agreement, Note, and Guarantees. These formal contracts shall constitute completion of the funding pursuant to the LOI Agreement.

2.1.2 Upon receipt of the executed contracts the Lender shall deposit in Escrow the sum necessary to complete funding pursuant to the "Funding Commitment" by the date stated in the Funding Commitment.

2.1.3 Upon receipt of the executed contract(s) and funding by Lender, the Escrow Agent shall release escrow funds to Borrower or Borrower's designated representatives pursuant to details outlined in "Funding Commitment."

2.2 Written Instructions to Escrow Agent. Notwithstanding anything to the contrary herein, the Escrow Agent may act upon any written instructions given by the Borrower solely until Lender funding is placed into Escrow. After Lender's funding is placed into Escrow, Escrow Agent may act upon any written instruction which Lender and Borrower have provided in writing.

ARTICLE III ESCROW AGENT

3.1 Scope of Powers, Duties and Obligations of the Escrow Agent. Subject to the Party's directions, the Escrow Agent has whatever powers are conferred by law and which are required to discharge its obligations and exercise its rights under this Escrow Agreement, including but not limited to the powers specified in the following Paragraphs of this Article, and the powers and authority granted to the Escrow Agent under other provisions of this Escrow Agreement. The Escrow Agent shall have no duties or obligations except those specifically set forth in this agreement.

3.2 Powers Exercisable by the Escrow Agent, Subject to this Agreement. The Escrow Agent is authorized and empowered to exercise the following powers, subject to the limitations contained in this Agreement:

3.2.1 The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for their failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of this Escrow Fund, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties hereunder shall be limited to the safekeeping and investment of money, instruments, and securities received by the Escrow Agent as an escrow and for the disbursement of the Escrow Fund in accordance with the terms, provisions and conditions of this Escrow Agreement.

3.2.2 The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the

ESCROW AGREEMENT

Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Escrow Agreement and no additional duties shall be inferred or implied.

3.2.3 The Escrow Agent shall not be required to institute or defend any action involving any matters referred to in this Escrow Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Escrow Agreement unless or until requested to do so by any party to this Escrow Agreement and then only upon receiving full indemnity, in character satisfactory to the Escrow Agent, against all claims, liabilities and expenses. Notwithstanding the foregoing, nothing contained herein shall prohibit Borrower from initiating suit against Escrow Agent for Escrow Agent's failure to perform his/her obligations hereunder.

3.3 Disputes. In the event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

3.3.1 The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or

3.3.2 The Escrow Agent may refrain from acting until required to do so by the order of a court of final authority.

3.3.3 Notwithstanding the foregoing in this Section, Escrow Agent shall not distribute any funds which are being disputed.

ARTICLE IV COMPENSATION TO THE ESCROW AGENT

4.1 Fees for Escrow Agent. The Escrow Agent's fees shall be Five Hundred United States Dollars (\$500.00) of the Escrow Fund deposited by the Borrower and Lender. Said fees shall include any and all fees, costs and expenses relating to the drafting and execution of this Escrow Agreement and shall be immediately be made payable to the Escrow Agent upon receipt of the Lender's funding of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) clearing in escrow account and in accordance with Article II above.

4.2 Escrow Agent shall not receive any fees until Lender's financing is clear and available.

ARTICLE V ESCROW AGENTS NOTICES AND INSTRUCTIONS

ESCROW AGREEMENT

5.1 Instructions; Notices. Except as hereafter provided, any directions, instructions or notices which the Parties or any other duly authorized person is required or permitted to give to the Escrow Agent under this Escrow Agreement (the "Instructions") shall be in writing and shall be deemed effective upon receipt by the Escrow Agent. The Escrow Agent shall be provided with specimen signatures of the authorized representatives of the Parties. The Escrow Agent shall be entitled to rely in good faith upon any Instructions signed by any authorized representative of the Parties, and shall incur no liability for following such directions. Any written notices, affidavits or other communications hereunder shall be deemed to have been duly given if delivered or mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Escrow Agent, to:

Law Office of Holly Johnson
2610 California Avenue SW
Seattle, WA 98116
Phone: (206) 679-1781

If to the Lender, to:

3ARCK Capital, LLC
605 N. High Street, Suite 313
Columbus, OH 43215
Email: threearck@gmail.com

If to the Borrower, to:

Atomic Features, LLC
49 East 12th Street, Unit #1B
New York, NY 10003
Email: dragussis@gmail.com

With a copy to:

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
Email: krperry@theperrylawgroup.com

The address may be changed by any party in a notice duly given as provided herein.

5.2 E-Mail/Photo-static Tele-transmission. The transmission of the Instructions by electronic transmission (e-mail) as attributed to an authorized person or photo-static Tele-transmission with duplicate or facsimile signatures shall be an authorized method of

ESCROW AGREEMENT

communication and shall be considered in writing until the Parties notify the Escrow Agent to the contrary.

5.3 Electronic Affirmation. Notwithstanding any other provision of this Article IV, the Escrow Agent may settle securities trades effected by the Parties through a securities depository that utilizes an institutional delivery system, in which event the Escrow Agent may deliver or receive securities in accordance with appropriate trade reports or statements given to the Escrow Agent by such depository without having received direct communications or instructions from the Parties.

5.4 Additional Instructions. In any matter under this Escrow Agreement in which the Escrow Agent is permitted or required to act upon Instructions, the Escrow Agent, where it deems necessary, may request further Instructions from the person or entity giving the original instructions, or from the Parties, as the case may be, and may defer any and all action pending receipt thereof.

ARTICLE VI LIMITATION ON LIABILITY

6.1 Liability of Escrow Agent. In performing any duties under this Escrow Agreement, Escrow Agent shall not be liable for any damages, losses, or expenses, except for gross negligence or willful misconduct on the part of the Escrow Agent. Escrow Agent shall not incur any liability for: (a) any act or failure to act made or omitted in good faith, or (b) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Escrow Agreement that the Escrow Agent shall in good faith believe to be genuine, nor will the Escrow Agent be liable or responsible for forgeries, fraud, impersonations or determining and verifying the scope of any representative authority, or any person acting or purporting to act on behalf of any party to this agreement.

ARTICLE VII MISCELLANEOUS

7.1 Non-waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

7.2 Time of essence. Time is of essence of this Escrow Agreement and Lender shall deposit the Escrow Fund into escrow on or before July 5th, 2015.

7.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by overnight express mail (i.e., Federal Express):

ESCROW AGREEMENT

7.4 Nonexclusive protection. The provisions of this Escrow Agreement are cumulative and not exclusive of all other rights or remedies which Borrower may have at law or equity, or under the Loan Agreement or other agreements or documents.

7.5 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Escrow Agreement.

7.6 Titles. The titles are for convenience or reference and shall not be deemed to modify or affect the interpretation of this Escrow Agreement. The term "herein" as used in this Escrow Agreement refers to this Escrow Agreement and any Exhibits to this Escrow Agreement.

7.7 Modification. Neither this Escrow Agreement nor any of its provisions shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

7.8 Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things consistent with this Escrow Agreement as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Escrow Agreement.

7.9 Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

7.10 Governing Law. This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York and the Loan Agreement, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and the United States which are located in the County of Butte.

7.11 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

[Signature page to follow]

ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement.

BORROWER: ATOMIC FEATURES, LLC

By: 
Name: Daniel Ragussis
Its Authorized Signatory

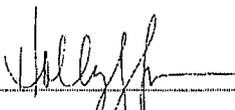
June 6, 2015
Date

LENDER: 3ARCK CAPITAL, LLC

By: 
Name: Gary Jones
Its Authorized Signatory
money member

6/6/2015
Date

ESCROW AGENT:

By: 
Holly Johnson, Attorney at Law

June 09, 2015
Date



Tiana Ferrell <tferrell@theperrylawgroup.com>

Fwd: Transaction Completion

Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
To: Tiana Ferrell <tferrell@theperrylawgroup.com>

Thu, Sep 10, 2015 at 10:17 AM

This email thread needs to be sent with the response along with the next one I will send.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

Begin forwarded message:

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: July 31, 2015 at 5:06:45 PM EDT
To: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>
Subject: Re: Transaction Completion

I will call you within the hour. The escrow agreement you have was forged. I have never seen it before. Look at the fonts they are all different. I had another one sent to me yesterday, same agreement with different parties, different dates etc. again one I never signed. I can forward that to you if you'd like. Gary left me coordinates yesterday to wire the money to his personal account by the way. Gary signed another agreement with the other parties stating the money was his free and clear. It's Gary that should be sued. I will pursue each and every legal means necessary against Gary & Company.

Again please tell your clients we are in communication and it's easier for all if I deal with you since you represent them.

Sent from my iPad

On Jul 31, 2015, at 9:41 AM, Keisha R. Perry, Esq. <krperry@theperrylawgroup.com> wrote:

Holly

This is not a flip. After speaking with Gary this morning, it has caused me to question everything that each of you are telling me. You still have yet to answer my question as to whether you have the money in your possession. The fact is that you still have not called me back regardless of the reasons you have not. My clients have become very impatient and I cannot help you when you are not providing me anything other than promises to review and get back to me. If you want me to help then you and I need to speak on the phone today and you going to have to answer my basic questions honestly. If this does not occur then I have no choice to proceed.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

On Jul 31, 2015, at 9:16 AM, Holly J Johnson <hjohnson.attorney@gmail.com> wrote:

Keisha,

All I can say is really? Your tone and attitude has changed 180 degrees from yesterday evening. I am not refusing to talk to you, I apologized and explained for the texts. And I emailed you last night saying I received your email was going to look at all of them I detail today because I have not seen any of them before. We agreed to be in continuous contact and now you flipped. Please help me understand.

Sent from my iPad

On Jul 31, 2015, at 8:33 AM, Keisha R. Perry, Esq.
<krperry@theperrylawgroup.com> wrote:

Gary,

Per our conversation, between yourself and Ms Johnson, I have received multiple versions of the story none of which are adding up to the truth or the money being returned.

You stated that you and I had been in communication over the last 48 hours; however I did not speak to you at all yesterday despite calls to you and an email requesting a call with you and Holly. So this is incorrect.

Holly refuses to speak to me but rather only communicates via text message. She still has yet to confirm that she still has the money in her possession.

Gary, although on our call you stated you have been unable to speak to Holly on the telephone, I have several text messages where she states the opposite. You told me you have only been able to communicate with her via text.

My client's money has not been returned and every option that you have proposed below is counter productive and makes no sense.

Holly per our text exchange, the money was sent to you and per Mr. Jones email below you should have the funds.

We have no choice but to file and include every party

9/10/2015

The Perry Law Group Mail - Fwd: Transaction Completion

who was involved in bringing this transaction to my client with the SEC, FBI, local police in Cincinnati, Seattle and file with the State Bar as well as file civil charges against Holly, and Gary and their companies.

It is now obvious that Holly does not have the money and clearly it was sent to Gary or to some party that Gary authorized her to release it to without my client's permission.

Gary and Holly you are either working in concert or one party is being deceived. At this point I am less concerned about who is whom versus getting my client's money returned ASAP. Since we cannot seem to accomplish this, we will allow other measures to take its course.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

On Jul 31, 2015, at 8:07 AM, Gary Jones
<threearck@gmail.com> wrote:

Gentleman, in an effort to assist in this matter i reached out to Keisha for discussion regarding any questions on the options i presented. It was communicated that she would prefer to seek the resolution through legal options as opposed to mine. As mentioned before I would not be able to assist in your legal matter and therefore have to step aside in my assistance.

Respectfully,
Gary Jones
3ARCK Capital, LLC

On Fri, Jul 31, 2015 at 9:21 AM, Gary Jones <threearck@gmail.com> wrote:

Good morning everyone. Over the last 48 hours I've had several conversations with Ms. Perry regarding the return of your escrow. I've made several attempts to contact Ms. Johnson via phone, text, and email of which none of those brought any conclusion to this issue. therefore, I propose the following options. Please review for our discussion later today.

Option #1
Stay engaged as originally planned. I have an entity that knows your project

and is prepared to issue the bond needed. They say they need some final docs from you and upon receiving the documents would be in position to issue the bond in approx. 10 business days. This solution would allow me to fund your project as planned and hopefully we could make up the loss time. Of course i would have to continue to pursue Ms. Johnson in getting your escrow as part of your funding but wouldn't allow that to affect you getting funding.

Option #2

Cancel the file but allow 3ARCK to continue to pursue the recovery of your escrow deposit from Ms. Johnson. I would request that you put all other actions on hold as it would be detrimental to the actions I would take to solve the matter. I think i could have this resolved in the next 5 business days.

Option #3

Cancel the file, but sell the "right to collect" to 3ARCK. I would simply pay the amount of deposit to you in exchange for a release and assignment of rights to 3ARCK. this would take me approx. 3 days to get approved and about 5 days to close the deal.

Option #4

Cancel the file and pursue recovery of your escrow on your own. this way you could use all legal rights afforded to you. However, I would not be able to assist you as I am under legal counsel not to be involved under these circumstances.

These 4 options are what I see available to you as of right now. I am open for discussion on any of them and also willing to hear any other options you may have in mind.

Thank you for your patience thus far. Please advise me as to when you are available for a phone meeting if necessary.

Respectfully,

Gary Jones
3ARCK Capital, LLC

--
Live like you will die tomorrow!!! Learn like you will live forever !!!!!

9/10/2015

The Perry Law Group Mail - Fwd: Transaction Completion

Live like you will die tomorrow!!! Learn
like you will live forever !!!!!



Tiana Ferrell <tferrell@theperrylawgroup.com>

Fwd: Transaction Completion

Keisha R. Perry, Esq. <krperry@theperrylawgroup.com>
To: Tiana Ferrell <tferrell@theperrylawgroup.com>

Thu, Sep 10, 2015 at 10:17 AM

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

Begin forwarded message:

From: E Walton <gsnafilms@gmail.com>
Date: July 31, 2015 at 12:29:43 PM EDT
To: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>, Daniel Ragussis <dragussis@gmail.com>, Ty Walker <tywalker@tycorfilms.com>
Subject: Re: Transaction Completion

Daniel, Ty, and Keisha:

I am sorry for introducing all of you to this obvious elaborate escrow scam and I am completely embarrassed for not being more thorough in researching Gary Jones, a 52 year old black man who knows there are severe consequences for these illegal and criminal acts. I know this offers you little to know comfort, but I had to say it. Thankfully, the authorities have the technology to trace all activity from the original funds transfer to verify exactly what we know, but Gary nor Holly will admit. It is clear that Gary is stalling for as long as possible, which is a key indicator that he is doing something he was never authorized to do with your money.

I have done some digging and found that the post office Gary uses as his current business address requires two forms of valid ID in order to rent a p.o. box, as a requirement of the U.S. Postal service. Sharing this information with the police and FBI will ensure that they are pursuing the right party. I have the name of information for another attorney and "investor" down in Florida which the authorities can question about this transaction. I have that information whenever you're ready, Keisha.

I have reached out to the Washington State Bar Association to find out if they have a copy of Holly Joy Johnson's errors & omissions insurance, which may help cover a portion of, if not most of your loss as a victim.

In an effort to exonerate my own name, I am prepared provide any information I have. I also prepared to contact the media in both Columbus and Cincinnati when the police become involved so as to warn others seeking to do business with Gary and or Holly Johnson. I encourage you consider adding the Washington and Ohio state attorney general's when filing your complaint.

I realize that these are not short-term solutions, but I will continue to dig for more information.

Regards,

E.J. Walton
Independent Consultant / Producer
Americana Group / Global Studios Ent.
323.684.1615

AMERICANA

****CONFIDENTIALITY NOTICE****This e-mail message & its attachments are covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 & is intended only for use of person or entity to which it is addressed. If you are not the intended recipient or have received this message in error, you are prohibited from disseminating or otherwise using this information under law.

****DISCLAIMER****Sender is not a Securities Dealer, Broker or US Investment Advisor. Sender is a Consultant only and makes neither warranties nor representations as to the Buyer, Seller nor Transaction. Receipt of these documents is acknowledgement and acceptance that this is privileged, proprietary and confidential and will not be forwarded to any party(s) without prior written consent from the sender.

On Fri, Jul 31, 2015 at 8:33 AM, Keisha R. Perry, Esq. <krperry@theperrylawgroup.com> wrote:
Gary,

Per our conversation, between yourself and Ms Johnson, I have received multiple versions of the story none of which are adding up to the truth or the money being returned.

You stated that you and I had been in communication over the last 48 hours; however I did not speak to you at all yesterday despite calls to you and an email requesting a call with you and Holly. So this is incorrect.

Holly refuses to speak to me but rather only communicates via text message. She still has yet to confirm that she still has the money in her possession.

Gary, although on our call you stated you have been unable to speak to Holly on the telephone, I have several text messages where she states the opposite. You told me you have only been able to communicate with her via text.

My client's money has not been returned and every option that you have proposed below is counter productive and makes no sense.

Holly per our text exchange, the money was sent to you and per Mr. Jones email below you should have the funds.

We have no choice but to file and include every party who was involved in bringing this transaction to my client with the SEC, FBI, local police in Cincinnati, Seattle and file with the State Bar as well as file civil charges against Holly, and Gary and their companies.

It is now obvious that Holly does not have the money and clearly it was sent to Gary or to some party that Gary authorized her to release it to without my client's permission.

Gary and Holly you are either working in concert or one party is being deceived. At this point I am less concerned about who is whom versus getting my client's money returned ASAP. Since we cannot seem to accomplish this, we will allow other measures to take its course.

Keisha R. Perry, Esq.

The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

On Jul 31, 2015, at 8:07 AM, Gary Jones <threearck@gmail.com> wrote:

Gentleman, in an effort to assist in this matter i reached out to Keisha for discussion regarding any questions on the options i presented. It was communicated that she would prefer to seek the resolution through legal options as opposed to mine. As mentioned before I would not be able to assist in your legal matter and therefore have to step aside in my assistance.

Respectfully,
Gary Jones
3ARCK Capital, LLC

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Option #1

Stay engaged as originally planned. I have an entity that knows your project and is prepared to issue the bond needed. They say they need some final docs from you and upon receiving the documents would be in position to issue the bond in approx. 10 business days. This solution would allow me to fund your project as planned and hopefully we could make up the loss time. Of course i would have to continue to pursue Ms. Johnson in getting your escrow as part of your funding but wouldn't allow that to affect you getting funding.

Option #2

Cancel the file but allow 3ARCK to continue to pursue the recovery of your escrow deposit from Ms. Johnson. I would request that you put all other actions on hold as it would be detrimental to the actions I would take to solve the matter. I think i could have this resolved in the next 5 business days.

Option #3

Cancel the file, but sell the "right to collect" to 3ARCK. I would simply pay the amount of deposit to you in exchange for a release and assignment of rights to 3ARCK. this would take me approx. 3 days to get approved and about 5 days to close the deal.

Option #4

Cancel the file and pursue recovery of your escrow on your own. this way you could use all legal rights afforded to you. However, I would not be able to assist you as I am under legal counsel not to be involved under these circumstances.

These 4 options are what I see available to you as of right now. I am open for discussion on any of them and also willing to hear any other options you may have in mind.

Thank you for your patience thus far. Please advise me as to when you are available for a phone meeting if necessary.

9/10/2015

The Perry Law Group Mail - Fwd: Transaction Completion

Respectfully,

Gary Jones
3ARCK Capital, LLC

—
Live like you will die tomorrow!!! Learn like you will live forever !!!!!

—
Live like you will die tomorrow!!! Learn like you will live forever !!!!!



Tiana Ferrell <tferrell@theperrylawgroup.com>

Fwd: New Direction Per our Conversation

The Perry Law Group <perrylawgroup@aol.com>
To: Tiana Ferrell <tferrell@theperrylawgroup.com>

Thu, Sep 10, 2015 at 10:18 AM

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street,
Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com

Begin forwarded message:

From: "Keisha R. Perry, Esq." <krperry@theperrylawgroup.com>
Date: August 10, 2015 at 6:04:55 PM EDT
To: Tiana Ferrell <tferrell@theperrylawgroup.com>, Aixsha Bishop
<abishop@theperrylawgroup.com>
Subject: Fwd: New Direction Per our Conversation

----- Forwarded message -----

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Date: Tue, Aug 4, 2015 at 8:20 PM
Subject: Fwd: New Direction Per our Conversation
To: "Keisha R. Perry" <krperry@theperrylawgroup.com>

See below.

The contract Gary entered into with the escrow money is still in play. I can send you the contract I signed. The one you have I never signed. My signature must have been cut and pasted. I have been sent another contract Gary forged too. I can send you proof of that too.

This is the update I have received. Please advise your people that what Gary apparently promised is still coming through.

One of the people from Lighthouse Partners said they would be happy up talk with you and clear up what Gary has or has not been up front with.

Thank you,

Holly Jihkson.

Sent from my iPad

Begin forwarded message:

From: Moe Aziz <moaziz28@gmail.com>
Date: August 4, 2015 at 1:18:41 PM PDT
To: Gary Jones <threearck@gmail.com>, Andrew Bloom
<andrew@lighthousepartnersllp.com>
Subject: New Direction Per our Conversation

Hi Gary,

Per our conversation earlier I wanted to advise you that we have partially shifted directions on how we will be getting our transaction completed. Since we had some changes earlier with Barclays and the provider was willing to issue a MT760 for a conditional payment of 1M then remainder in 5 days after deliver of MT760 no party was agreeable to do this. Since we have allocated a lot of time in this transaction we must now bring this to fruition. I have brought to the table an investor in Brazil that has the financial capability to assist us as well as financial instruments to issue. My conversation with him has been remarkable and he is ready to provide us exactly what we need. We will still be moving forward with the Barclays instrument as well since this gentlemen will issue the 1 M conditional payment needed for the MT760 after contracts and delivering his financial instrument to your monetizer first so therefore we will knock out two birds with one stone.

Please see attached copy of MT760 that can be issued from HSBC London and also he can issue MT103 Credit as attached in the verbiage as well.

I would like to setup a call between your monetizer, yourself, me and Investor to discuss moving forward from here. However I must make it very clear that instrument won't be issued and credited to your monetizer account till next.

I welcome the opportunity to work closely with you and look forward to a great and prosperous future. Thanks.

—

Best Regards,

Moe Aziz

Conference Dial-in Number: (605) 475-4000

Participant Access Code: 737562#

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—
Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109
Web: www.perrylawgroup.com
Entertainment| Corporate |Real Estate| Strategy

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9 attachments

 **103.pdf**
224K

 **BG_760.pdf**
145K

 **7711_Johnson_Stip.pdf**
188K

 **AF_PROMISSORY NOTE-PLG R1.docx**
17K

 **Aryan Proposal for Services.pdf**
244K

 **Escrow Agreement_AF (1).pdf**
427K

 **Holly Johnshon-Atomic Features Escrow Return Demand Letter 7-28-15.pdf**
220K

9/10/2016

The Perry Law Group Mail - Fwd: New Direction Per our Conversation



LOI_AF_SIGNED.pdf
298K



MOU_AF (1) PLG R2 5-20-15.docx
22K

APPENDIX DD

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
Holly Joy Johnson,
Lawyer (Bar No. 32784).

ODC File No. 15-01639
SUBPOENA DUCES TECUM

THE STATE OF WASHINGTON TO: Holly Joy Johnson

YOU ARE HEREBY COMMANDED under Rules 5.3 and/or 5.5 of the Rules for Enforcement of Lawyer Conduct (ELC) to be and appear at the Washington State Bar Association offices, 1325 4th Avenue, Suite 600, Seattle, WA 98101, on October 26, 2015 at 9:00 a.m., to testify in investigatory proceedings being conducted by the Office of Disciplinary Counsel of the Washington State Bar Association. The testimony will be recorded by a certified court reporter.

YOU ARE FURTHER COMMANDED to bring the following with you at the above time:

1. Your complete file and whatever documents, including electronic documents, may be in your possession or control relating to your involvement in an escrow transaction between Atomic Features, LLC and 3ARCK Capital, and all financial records, including fee

1 | agreements, billing statements, check registers, client ledgers, receipts, invoices, canceled
2 | checks, and bank statements relating to funds received or disbursed in connection with your
3 | involvement in an escrow transaction between Atomic Features, LLC and 3ARCK Capital,
4 | including trust-account records, general-account records and/or personal-account records into
5 | which payments relating to this escrow transaction were deposited or from which payments
6 | relating to this escrow transaction were disbursed.

7 | 2. Your complete account records for account no. [REDACTED] 1808 at J.P. Morgan Chase Bank
8 | for the period beginning May 1, 2015, up through and including September 15, 2015, including
9 | but not limited to:

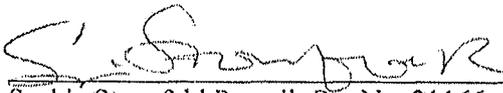
- 10 | a) any and all bank statements;
- 11 | b) copies (front and back) of all checks written on the trust account during this period,
12 | including cancelled checks and checks returned for insufficient funds;
- 13 | c) copies of all other withdrawals from the trust account, including but not limited to
14 | cash withdrawals and wire transfers;
- 15 | d) copies of all deposit slips and copies of all deposited items (front and back),
16 | including deposited items that did not clear;
- 17 | e) any and all client ledgers;
- 18 | f) check register;
- 19 | g) reconciliations between the bank statements and the check register and
20 | reconciliations between the check register and the client ledgers; and
- 21 | h) if you use Quickbooks or Quicken for your trust account recordkeeping, a backup or
22 | portable company file for the Quickbooks file that contains your trust account
23 | records, including any passwords required to access the file.

24 | 3. Copies of any and all settlement statements related to funds received during the time
period beginning May 1, 2015, up through and including September 15, 2015.

4. Copies of any and all bank statements for all bank account[s] for the time period
beginning May 1, 2015, up through and including September 15, 2015.

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Dated this 7th day of Oct, 2015.


Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel

CR 45 Sections (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to subsection (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce and all other parties, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:
(i) fails to allow reasonable time for compliance;
(ii) fails to comply with RCW 5.56.010 or subsection (e)(2) of this rule;
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
(iv) subjects a person to undue burden, provided that the court may condition denial of the motion upon a requirement that the subpoenaing party advance the reasonable cost of producing the books, papers, documents, or tangible things.

(B) If a subpoena
(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information in camera to the court for a determination of the claim. The person responding to the subpoena must preserve the information until the claim is resolved.

APPENDIX EE

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
Holly Joy Johnson
Lawyer (Bar No. 32784).

ODC File No. 15-01639
DECLARATION OF SERVICE OF
SUBPOENA DUCES TECUM

1. I am over the age of eighteen years and am competent to testify if called as a witness in these proceedings. I make the statements in this declaration from personal knowledge.

2. I am employed as an Investigator for the Office of Disciplinary Counsel, Washington State Bar Association. I am not a party to and do not have a personal interest in the above-captioned matter.

3. On October 7, 2015, at approximately 12:00 p.m., at the residence of Holly Joy Johnson located at 2610 42nd Ave. SW Apt. 203 in Seattle, Washington, I served a true and correct copy of the attached Subpoena Duces Tecum dated October 7, 2015 on Holly Joy Johnson personally.

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

10/8/15 Seattle, WA

Date and Place

Brian McCarthy

Brian McCarthy

APPENDIX FF

Andrew Zinner

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Sent: Friday, October 16, 2015 7:53 PM
To: Sachia Stonefeld Powell
Subject: Response

Ms. Stonefield Powell,

I know today is the 30 due date for my response. I have been very ill again this week and wasn't able to get it out to you. I will send it out Monday in hopes I'm feeling better. I just wanted to let you know I am still planning on responding and that I am not intentionally not responding. Thank you.

Sincerely,

Holly Johnson

Sent from my iPad

APPENDIX GG



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Sachia Stonefeld Powell
Disciplinary Counsel

direct line: (206) 733-5907
email: sachiasp@wsba.org

October 20, 2015

Holly Joy Johnson
Attorney at Law
2610 42nd Ave SW Apt 203
Seattle, WA 98116-2556

Re: Grievance of Daniel Ragussis against Holly Joy Johnson
ODC File No. 15-01639

Dear Ms. Johnson:

On September 14 and 16, 2015, we asked you to provide a written response and documents related to the above referenced grievance. To the best of my knowledge, your response, which is required by Rule 5.3(f) of the Rules for Enforcement of Lawyer Conduct (ELC), has not been received.

Under ELC 5.3(h), you must file a written response to the allegations of this grievance and provide the requested documents within ten days of this letter, i.e., on or before November 2, 2015. If we do not receive your response within the ten-day period, we will subpoena you for a deposition. If we must serve a subpoena, you will be liable for the costs of the deposition, including service of process, and attorney fees of \$500.

You should be aware that failing to respond is, in itself, grounds for discipline and may subject you to interim suspension under ELC 7.2(a)(3).

Sincerely,

A handwritten signature in cursive script, appearing to read "Sachia Stonefeld Powell".

Sachia Stonefeld Powell
Disciplinary Counsel

cc: Daniel Ragussis

APPENDIX HH

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In Re:)
)
Holly Joy Johnson,) ODC File No. 15-01639
)
Lawyer (Bar No. 32784))
)

VERBATIM TRANSCRIPT OF PROCEEDINGS
RE: SCHEDULED DEPOSITION OF HOLLY JOY JOHNSON

Taken at: 1325 Fourth Avenue, Suite 600
Seattle, Washington

Date Taken: October 26, 2015

Reported by: Mark Hovila, CCR No. 2599

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APPEARANCES

FOR THE WASHINGTON STATE BAR ASSOCIATION:

SACHIA STONEFELD POWELL
Disciplinary Counsel
Office of Disciplinary Counsel
Washington State Bar Association
1325 Fourth Avenue
Suite 600
Seattle, WA 98101

E X H I B I T S

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NUMBER	DESCRIPTION	PAGE
1	Subpoena Duces Tecum 3 pgs	5
2	Declaration of Service of Subpoena Duces Tecum 5 pgs	5

1 BE IT REMEMBERED that the following
2 proceedings were taken on Monday, October 26, 2015, at
3 the hour of 9:21 a.m. at 1325 FOurth Avenue, Suite 600,
4 in Seattle, Washington, before Mark Hovila, CCR No.
5 2599, Certified Court Reporter in and for the State of
6 Washington, residing in Lake Forest Park, Washington;

7 Whereupon, the following proceedings were had
8 herein, to wit:

9
10 MS. POWELL: We'll go on the record at 9:21
11 a.m. on Monday, October 26th, 2015. I am Sachia
12 Stonefeld Powell, disciplinary counsel with the
13 Washington State Bar Association. This is the scheduled
14 time for the deposition of Holly Joy Johnson by the WSBA
15 in the matter of In Re: Holly Joy Johnson, Bar Number
16 32784. Our file number is 15-01639, a grievance filed
17 by Daniel Ragussis. The deposition was scheduled to
18 begin at 9 a.m. today in our offices. We issued a
19 subpoena duces tecum to Holly Joy Johnson pursuant to
20 the Rules for Enforcement of Lawyer Conduct 5.3 and 5.5.
21 This is an investigatory deposition.

22 It is now 9:22 a.m. and Ms. Johnson has not
23 appeared. I have checked the lobby and our voice mail
24 and our email and we have not had any contact from Ms.
25 Johnson.

1 (Exhibits 1 and 2 marked)

2 For the record, we have marked two exhibits.
3 The first, Exhibit 1, is the subpoena duces tecum
4 compelling Ms. Johnson's attendance this morning at 9
5 a.m. and the production of certain documents. The
6 second, Exhibit 2, is the declaration of service of the
7 subpoena duces tecum in which our investigator, Brian
8 McCarthy, attests that he served Ms. Johnson with the
9 subpoena duces tecum for the deposition on October 7th,
10 2015, at approximately 12 noon at her residence here in
11 Seattle.

12 Again, we've had no communication from Ms.
13 Johnson and the deposition is concluded.

14 (Proceedings concluded 9:24 a.m.)

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C E R T I F I C A T E

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STATE OF WASHINGTON)
COUNTY OF KING)

I, the undersigned Washington Certified Court Reporter, pursuant to RCW 5.28.010 authorized to administer oaths and affirmations in and for the State of Washington, do hereby certify that the foregoing proceedings were taken stenographically before me on October 26, 2015 and reduced to a typed format under my direction;

I further certify that according to CR 30(e), the witness was given the opportunity to examine, read and sign the deposition after the same was transcribed, unless indicated in the record that the review was waived;

I further certify that all objections made at the time of said examination to my qualifications or the manner of taking the deposition or to the conduct of any party have been noted by me upon each said deposition;

I further certify that I am not a relative or employee of any of the parties to the action or any attorney or counsel employed by the parties hereto, nor financially interested in the said action or the outcome thereof;

I further certify that the deposition, as

1 transcribed, is a full, true and correct transcript of
2 the testimony, including questions and answers, and all
3 objections, motions and exceptions of counsel made and
4 taken at the time of the foregoing examination and was
5 prepared pursuant to Washington Administrative Code
6 308-14-135, the transcript preparation format guideline;

7 I further certify that I am sealing the
8 deposition in an envelope with the title of the above
9 cause and the name of the witness visible, and I am
10 delivering the same to the appropriate authority;

11 I further advise you that as a matter of firm
12 policy, the stenographic notes of this transcript will
13 be destroyed three years from the date appearing on this
14 Certificate unless notice is received otherwise from any
15 party or counsel hereto on or before said date;

16 IN WITNESS WHEREOF, I have hereunto set my
17 hand this 3rd day of November, 2015.

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Mark Hovila, CCR No. 2599 in and for the
State of Washington, residing at Lake Forest
Park. License expires October 4, 2016.

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Court Reporters
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Monroe, WA 98272
phone: (206) 624-6604

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November 4, 2015

Sachia Stonefeld Powell
Disciplinary Counsel
Office of Disciplinary Counsel
Washington State Bar Association
Seattle, WA 98101

Date: October 26, 2015
Case: In Re: Jolly Joy Johnson
Depo of: HOLLY JOY JOHNSON (did not appear)

NOTICE OF SERVING ORIGINAL TRANSCRIPT

The above referenced original transcript is attached.

Kind regards,

Mark Hovila
Court Reporter
CCR No. 2599

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Deposition Exhibits
Intentionally Omitted

APPENDIX II

Andrew Zinner

From: Holly J Johnson <hjohnson.attorney@gmail.com>
Sent: Wednesday, October 28, 2015 6:20 PM
To: Colleen R. Biel
Subject: Re: Letter to Respondent

Dear Ms. Biel,

I will get my response out tomorrow no later than Friday hopefully. I am been really these few weeks and can't kick it. Just letting you know.

Thank you,

Holly Johnson

Sent from my iPad

> On Oct 20, 2015, at 9:00 AM, Colleen R. Biel <colleenb@wsba.org> wrote:

>

> Ms. Johnson,

>

> You are receiving this email and attachment per Sachia Stonefeld Powell's request.

>

> Colleen Biel

>

>

> Colleen Biel | Legal Assistant | Office of Disciplinary Counsel

> Washington State Bar Association | 206.733-5904 | colleenb@wsba.org

> 1325 Fourth Avenue, Suite 600 | Seattle, WA 98101-2539 | www.wsba.org

>

> CONFIDENTIALITY STATEMENT: The content of this email and any attachment may contain information that court rules or other authority protect as confidential. If this email was sent to you in error, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this email in error, please notify the sender and delete this message. Thank you.

>

>

> <10-Day Letter(00168767).pdf>

APPENDIX JJ

In re: ODC file No.: 15-01639

This is a response to the grievance I received and am answering the questions in accordance to the way they were asked in the letter I received.

1. I never entered into an agreement with Atomic Features. The agreement that was included in the grievance was never signed by me. I believe Mr. Jones forged my signature to this agreement and he forged my signature on another agreement not involving Atomic Features but another company entirely.
2. I never received any money on behalf of Atomic Features.
3. I never received any money on behalf of Atomic Features.
4. No. There was never an agreement between Atomic Features, Mr. Gary Jones, and My Law Firm. I never signed the escrow agreement with Atomic Features, therefore I am and was not bound to abide by such said agreement.
5. I do not know. I would either be forced to guess or assume the transaction fell through based on this line of questions, however I was not a party to the agreement therefore I am not fully aware of what happened. This is a question for Mr. Jones.
6. I never received any funds, nor signed any contract with Atomic Features.

ADDITIONAL COMMENTS

I believe that Atomic Features and I are both victims of Mr. Gary Jones' scam and fraudulent work. I am in the process of bringing a lawsuit against Mr. Jones for his fraudulent use of my signature. I believe Mr. Ragussis does have a valid claim, just not against me, but against Mr. Jones and any other partner he may have had. Since I did not sign into any agreement with Atomic Features I firmly believe there is no standing for this grievance, or any other claim. As such I would sternly advocate this complaint be dismissed.

I am attaching the two escrow agreements (exhibit A and B) where my signature was fraudulently attached. I am declaring that I did not sign those agreements, nor did I give my permission for my name and signature to be used or affixed in any manner, or form. It is clear that my signature is the exact same and lighter than in the rest of both agreements. To this critical point, please note the surrounding fonts are remarkably different in color. It is clearly a fraudulent cut and paste and/or photoshop job. I discussed this with the WSBA investigator Mr. McCarthy and he agreed with this conclusion.

I am signing this under penalty of perjury under the laws of the State of Washington.

Dated October 28th, 2015

A handwritten signature in cursive script, reading "Holly J. Johnson", is written over a horizontal line. The signature is fluid and extends to the right of the line.

Holly J. Johnson

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") is made as of the 2nd day of June, 2015, by and among: Atomic Features LLC ("Borrower") having an address located at 49 East 12th Street, Unit #1B, New York, NY 10003 USA; and 3ARCK Capital, LLC ("Lender"), having an office at 605 N. High Street, Suite #313 Columbus, Ohio 43215 USA.

Whereas, the Borrower and the Lender are parties to an Agreement ("LOI"), dated May 14th, 2015, for 3ARCK Capital ("Lender"), to provide funding for the Borrower's "IMPERIUM" independent motion picture project for the benefit of Borrower. Borrower and Lender are collectively referred to herein as the "Parties" ("Parties").

**ARTICLE I
ESCROW FUND**

1.1 Establishment of Escrow. Whereas, the "LOI" Agreement provides for the escrow of the Borrower's equity contribution with Law Offices of Holly Johnson, 2610 California Ave SW, Seattle, WA, 98116 (hereinafter "Escrow Agent"), and whereas, the parties wish to establish and maintain this escrow in accordance with the terms and provisions of this Escrow Agreement; NOW, THEREFORE, the parties agree:

1.2 Purpose. This Escrow Agreement provides for the escrow of borrowers funds under the "LOI" Agreement, as a source for payment of the Borrower's equity contribution. It also provides for the lenders contribution in amount outlined in the "LOI". Subject to the terms of this Escrow Agreement, the parties establish this escrow to insure the Lenders' and Borrowers' compliance with the terms of the "LOI" Agreement.

1.3 Establishment of Escrow Fund. The Escrow proceeds shall be deposited into the Escrow Agent's account and shall be credited to the Borrower. (Account to be established by Escrow Agent). Borrower shall deposit with the Escrow Agent the sum of Four Hundred Thirty Thousand United States Dollars (\$430,000.00) to be disbursed directly to the Escrow Agent from Borrower on or before June 8th, 2015. Lender shall deposit with said Escrow Agent the sum of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) to be disbursed directly to the Escrow Agent from the Lender on or before July 5, 2015. This shall constitute and be referred to as the Escrow Fund.

1.4 Receipt of Escrow Funds. The Escrow Agent shall issue appropriate written acknowledgments of the receipt of the Escrow Fund.

**ARTICLE II
FUND DISBURSEMENT**

2.1 Release. The Escrow Agent shall hold the Escrow Fund until the following commitments have been met:

ESCROW AGREEMENT

2.1.1 Pre-Requisites: Lender has obtained and Borrower has executed the formal contracts which shall include Funding Commitment, Loan and Security Agreement, Note, and Guarantees. These formal contracts shall constitute completion of the funding pursuant to the LOI Agreement.

2.1.2 Upon receipt of the executed contracts the Lender shall deposit in Escrow the sum necessary to complete funding pursuant to the "Funding Commitment" by the date stated in the Funding Commitment.

2.1.3 Upon receipt of the executed contract(s) and funding by Lender, the Escrow Agent shall release escrow funds to Borrower or Borrower's designated representatives pursuant to details outlined in "Funding Commitment."

2.2 Written Instructions to Escrow Agent. Notwithstanding anything to the contrary herein, the Escrow Agent may act upon any written instructions given by the Borrower solely until Lender funding is placed into Escrow. After Lender's funding is placed into Escrow, Escrow Agent may act upon any written instruction which Lender and Borrower have provided in writing.

ARTICLE III ESCROW AGENT

3.1 Scope of Powers, Duties and Obligations of the Escrow Agent. Subject to the Party's directions, the Escrow Agent has whatever powers are conferred by law and which are required to discharge its obligations and exercise its rights under this Escrow Agreement, including but not limited to the powers specified in the following Paragraphs of this Article, and the powers and authority granted to the Escrow Agent under other provisions of this Escrow Agreement. The Escrow Agent shall have no duties or obligations except those specifically set forth in this agreement.

3.2 Powers Exercisable by the Escrow Agent, Subject to this Agreement. The Escrow Agent is authorized and empowered to exercise the following powers, subject to the limitations contained in this Agreement:

3.2.1 The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for their failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of this Escrow Fund, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties hereunder shall be limited to the safekeeping and investment of money, instruments, and securities received by the Escrow Agent as an escrow and for the disbursement of the Escrow Fund in accordance with the terms, provisions and conditions of this Escrow Agreement.

3.2.2 The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the

ESCROW AGREEMENT

Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Escrow Agreement and no additional duties shall be inferred or implied.

3.2.3 The Escrow Agent shall not be required to institute or defend any action involving any matters referred to in this Escrow Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Escrow Agreement unless or until requested to do so by any party to this Escrow Agreement and then only upon receiving full indemnity, in character satisfactory to the Escrow Agent, against all claims, liabilities and expenses. Notwithstanding the foregoing, nothing contained herein shall prohibit Borrower from initiating suit against Escrow Agent for Escrow Agent's failure to perform his/her obligations hereunder.

3.3 Disputes. In the event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

3.3.1 The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or

3.3.2 The Escrow Agent may refrain from acting until required to do so by the order of a court of final authority.

3.3.3 Notwithstanding the foregoing in this Section, Escrow Agent shall not distribute any funds which are being disputed.

ARTICLE IV COMPENSATION TO THE ESCROW AGENT

4.1 Fees for Escrow Agent. The Escrow Agent's fees shall be Five Hundred United States Dollars (\$500.00) of the Escrow Fund deposited by the Borrower and Lender. Said fees shall include any and all fees, costs and expenses relating to the drafting and execution of this Escrow Agreement and shall be immediately be made payable to the Escrow Agent upon receipt of the Lender's funding of Three Million Eight Hundred Eighty Five Thousand United States Dollars (\$3,885,000.00) clearing in escrow account and in accordance with Article II above.

4.2 Escrow Agent shall not receive any fees until Lender's financing is clear and available.

ARTICLE V ESCROW AGENTS NOTICES AND INSTRUCTIONS

ESCROW AGREEMENT

5.1 Instructions; Notices. Except as hereafter provided, any directions, instructions or notices which the Parties or any other duly authorized person is required or permitted to give to the Escrow Agent under this Escrow Agreement (the "Instructions") shall be in writing and shall be deemed effective upon receipt by the Escrow Agent. The Escrow Agent shall be provided with specimen signatures of the authorized representatives of the Parties. The Escrow Agent shall be entitled to rely in good faith upon any Instructions signed by any authorized representative of the Parties, and shall incur no liability for following such directions. Any written notices, affidavits or other communications hereunder shall be deemed to have been duly given if delivered or mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Escrow Agent, to:

Law Office of Holly Johnson
2610 California Avenue SW
Seattle, WA 98116
Phone: (206) 679-1781

If to the Lender, to:

3ARCK Capital, LLC
605 N. High Street, Suite 313
Columbus, OH 43215
Email: threearck@gmail.com

If to the Borrower, to:

Atomic Features, LLC
49 East 12th Street, Unit #1B
New York, NY 10003
Email: dragussis@gmail.com

With a copy to:

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
Email: krperry@theperrylawgroup.com

The address may be changed by any party in a notice duly given as provided herein.

5.2 E-Mail/Photo-static Tele-transmission. The transmission of the Instructions by electronic transmission (e-mail) as attributed to an authorized person or photo-static Tele-transmission with duplicate or facsimile signatures shall be an authorized method of

ESCROW AGREEMENT

communication and shall be considered in writing until the Parties notify the Escrow Agent to the contrary.

5.3 Electronic Affirmation. Notwithstanding any other provision of this Article IV, the Escrow Agent may settle securities trades effected by the Parties through a securities depository that utilizes an institutional delivery system, in which event the Escrow Agent may deliver or receive securities in accordance with appropriate trade reports or statements given to the Escrow Agent by such depository without having received direct communications or instructions from the Parties.

5.4 Additional Instructions. In any matter under this Escrow Agreement in which the Escrow Agent is permitted or required to act upon Instructions, the Escrow Agent, where it deems necessary, may request further Instructions from the person or entity giving the original instructions, or from the Parties, as the case may be, and may defer any and all action pending receipt thereof.

ARTICLE VI LIMITATION ON LIABILITY

6.1 Liability of Escrow Agent. In performing any duties under this Escrow Agreement, Escrow Agent shall not be liable for any damages, losses, or expenses, except for gross negligence or willful misconduct on the part of the Escrow Agent. Escrow Agent shall not incur any liability for: (a) any act or failure to act made or omitted in good faith, or (b) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Escrow Agreement that the Escrow Agent shall in good faith believe to be genuine, nor will the Escrow Agent be liable or responsible for forgeries, fraud, impersonations or determining and verifying the scope of any representative authority, or any person acting or purporting to act on behalf of any party to this agreement.

ARTICLE VII MISCELLANEOUS

7.1 Non-waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

7.2 Time of essence. Time is of essence of this Escrow Agreement and Lender shall deposit the Escrow Fund into escrow on or before July 5th, 2015.

7.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by overnight express mail (i.e., Federal Express):

ESCROW AGREEMENT

7.4 Nonexclusive protection. The provisions of this Escrow Agreement are cumulative and not exclusive of all other rights or remedies which Borrower may have at law or equity, or under the Loan Agreement or other agreements or documents.

7.5 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Escrow Agreement.

7.6 Titles. The titles are for convenience or reference and shall not be deemed to modify or affect the interpretation of this Escrow Agreement. The term "herein" as used in this Escrow Agreement refers to this Escrow Agreement and any Exhibits to this Escrow Agreement.

7.7 Modification. Neither this Escrow Agreement nor any of its provisions shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

7.8 Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things consistent with this Escrow Agreement as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Escrow Agreement.

7.9 Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

7.10 Governing Law. This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York and the Loan Agreement, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and the United States which are located in the County of Butte.

7.11 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

[Signature page to follow]

ESCROW AGREEMENT

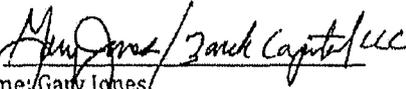
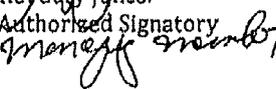
IN WITNESS WHEREOF, the parties have executed this Escrow Agreement.

BORROWER: ATOMIC FEATURES, LLC

By: 
Name: Daniel Ragussis
Its Authorized Signatory

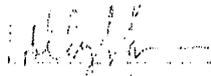
June 6, 2015
Date

LENDER: 3ARCK CAPITAL, LLC

By: 
Name: Gay Jones
Its Authorized Signatory


6/6/2015
Date

ESCROW AGENT:

By: 
Holly Johnson, Attorney at Law

June 09, 2015
Date

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") is made as of the 08th Day of May, 2015, by and among: [REDACTED] ("Borrower") having an office at [REDACTED] and [REDACTED] ("Lender"), having an office at [REDACTED] USA, and Law offices of Holly J. Johnson 2610 California Avenue SW, Seattle WA 98116 ("Escrow Agent")

Whereas, the Borrower and the Lender are parties to an Agreement ("LOI", "Funding Commitment"), dated 08 May 2015, for [REDACTED] ("Lender"), to provide funding for the Borrower's "Brand Launches" project(s) for the benefit of Borrower. Borrower and Lender are collectively referred to herein as the "Parties" ("Parties").

ARTICLE I ESCROW FUND

- 1.1 Establishment of Escrow. Whereas, the "LOI", "Funding Commitment" Agreement(s) provide for the escrow of the Borrower's equity contribution with the Escrow Agent; and whereas, the parties wish to establish and maintain this escrow in accordance with the terms and provisions of this Escrow Agreement; NOW, THEREFORE, the parties agree:
- 1.2 Purpose. This Escrow Agreement provides for the escrow of borrowers funds under the "Funding Commitment" Agreement, as a source for payment of the Borrower's equity contribution. It also provides for the lenders contribution in amount outlined in the "Funding Commitment". Subject to the terms of this Escrow Agreement, the parties establish this escrow to insure the Lenders' and Borrowers' compliance with the terms of the "Funding Commitment" Agreement.
- 1.3 Establishment of Escrow Fund. The Escrow proceeds shall be deposited into the Escrow Agent's client trust account and shall be credited to the Borrower. (Such Account to be established by the Escrow Agent, the "Escrow Fund".) Borrower shall deposit with the Escrow Agent the sum of One Hundred Thousand United States Dollars (\$100,000.00) to be disbursed directly to the Escrow Agent from the borrowers' bank on or before May 11, 2015. Lender shall deposit with said Escrow Agent the sum of One Million United States Dollars (\$1,000,000.00) to be disbursed directly to the Escrow Agent from the Lenders' bank on or before May 23, 2015. This shall constitute and be referred to as the Escrow Fund.
- 1.4 Receipt of Escrow funds. The Escrow Agent shall issue appropriate written acknowledgments of the receipt of the Escrow Fund.

**ARTICLE II
FUND DISBURSEMENT**

- 2.1 Release. The Escrow Agent shall hold the Escrow Fund until the following commitments have been met.
- 2.1.1 Lender has obtained and Borrower has executed the formal contract(s) in form and substance satisfactory to the borrower in its sole discretion (**Funding Commitment, Loan and Security Agreement and Promissory Note**).
 - 2.1.2 Upon receipt of the executed contracts the Lender shall deposit in Escrow the sum necessary to complete funding pursuant to the "Funding Commitment".
 - 2.1.3 Upon receipt of the executed contract(s) and funding by Lender, the Escrow Agent shall pay escrow funds to all parties pursuant to details outlined in "Funding Commitment."
- 2.2 Written Instructions to Escrow Agent. Notwithstanding anything herein to the contrary, the Escrow Agent shall act upon any written instructions given by the Borrower or any written instructions to which Lender and Borrower have consented in writing.
- 2.3 In the event that any one or more of the conditions set forth in Section 2.1 are not satisfied on or before May 25, 2015 as certified by the Borrower, the Escrow Agent shall immediately remit, without the necessity of any further instruction or notice from either the Lender or the Borrower, all funds then held within the Escrow Fund to Borrower.

**ARTICLE III
ESCROW AGENT**

- 3.1 Scope of Powers, Duties and Obligations of the Escrow Agent. Subject to the Party's directions, the Escrow Agent has whatever powers are conferred by law and which are required to discharge its obligations and exercise its rights under this Escrow Agreement, including but not limited to the powers specified in the following Paragraphs of this Article, and the powers and authority granted to the Escrow Agent under other provisions of this Escrow Agreement. The Escrow Agent shall have no duties or obligations except those specifically set forth in this agreement.
- 3.2 Powers Exercisable by the Escrow Agent, Subject to this Agreement. The Escrow Agent is authorized and empowered to exercise the following powers, subject to the limitations contained in this Agreement:
- 3.2.1 The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for their failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of this Escrow Fund, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties

hereunder shall be limited to the safekeeping and investment of money, instruments, and securities received by the Escrow Agent as an escrow and for the disbursement of the Escrow Fund in accordance with the terms, provisions and conditions of this Escrow Agreement.

- 3.2.2 The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Escrow Agreement and no additional duties shall be inferred or implied.
- 3.2.3 The Escrow Agent shall not be responsible or liable for any act or omission in the performance of the duties of the Escrow Agent under this Escrow Agreement unless such act or omission constitutes bad faith, negligence or fraud.
- 3.2.4 The Escrow Agent shall not be required to institute or defend any action involving any matters referred to in this Escrow Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Escrow Agreement unless or until requested to do so by any party to this Escrow Agreement and then only upon receiving full indemnity, in character satisfactory to the Escrow Agent, against all claims, liabilities and expenses.

3.3 Disputes. In the event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

- 3.3.1 The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or
- 3.3.2 The Escrow Agent may refrain from acting until required to do so by the order of a court of final authority.

ARTICLE IV COMPENSATION TO THE ESCROW AGENT

- 4.1 Fees for Escrow Agent. The Escrow Agent's fees shall be \$ 500.00 (Five Hundred United States Dollars) of the Escrow fund deposited by the borrower and Lender. Said fees shall be released immediately payable by the Lender to the Escrow Agent upon receipt of the Lender's funding of One Million United States Dollars (\$1,000,000.00) clearing in escrow account and in accordance with Article II above.
- 4.2 Escrow Agent shall not receive any fees until Lender's financing is clear and available.

ARTICLE V

ESCROW AGENTS NOTICES AND INSTRUCTIONS

5.1 Instructions: Notices. Except as hereafter provided, any directions, Instructions or notices which the Parties or any other duly authorized person is required or permitted to give to the Escrow Agent under this Escrow Agreement (the "Instructions") shall be in writing and shall be deemed effective upon receipt by the Escrow Agent; provided, however, that the Escrow Agent in its discretion may act upon oral Instructions if it believes them to be genuine, but the Escrow Agent shall not be required to do so. If the Escrow Agent requires, all oral Instructions are to be promptly confirmed in writing, but the Escrow Agent shall not be liable for any action or any failure to act in accordance with oral Instructions, even though it fails to receive written confirmation from the Parties. The Escrow Agent shall be provided with specimen signatures of the authorized representatives of the Parties. The Escrow Agent shall be entitled to rely in good faith upon any Instructions signed by any authorized representative of the Parties, and shall incur no liability for following such directions. Any written notices, affidavits or other communications hereunder shall be deemed to have been duly given if delivered or mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Escrow Agent, to:
Law offices of
Holly J. Johnson
2610 California Avenue SW
Seattle WA 98116
Hjohnson.attorney@gmail.com

If to the Lender, to:



If to the Borrower, to:



With a copy to:



The address may be changed by any party in a notice duly given as provided herein.

- 5.2 E-Mail/Photo-static Tele-transmission. The transmission of the Instructions by electronic transmission (e-mail) as attributed to an authorized person or photo-static Tele-transmission with duplicate or facsimile signatures shall be an authorized method of communication and shall be considered in writing until the Parties notify the Escrow Agent to the contrary.
- 5.3 Electronic Affirmation. Notwithstanding any other provision of this Article IV, the Escrow Agent may settle securities trades effected by the Parties through a securities depository that utilizes an institutional delivery system, in which event the Escrow Agent may deliver or receive securities in accordance with appropriate trade reports or statements given to the Escrow Agent by such depository without having received direct communications or instructions from the Parties.
- 5.4 Additional Instructions. In any matter under this Escrow Agreement in which the Escrow Agent is permitted or required to act upon Instructions, the Escrow Agent, where it deems necessary, may request further Instructions from the person or entity giving the original instructions, or from the Parties, as the case may be, and may defer any and all action pending receipt thereof.

ARTICLE VI

LIMITATION ON LIABILITY

- 6.1 Liability of Escrow Agent. In performing any duties under this Escrow Agreement, Escrow Agent shall not be liable for any damages, losses, or expenses, except for gross negligence or willful misconduct on the part of the Escrow Agent. Escrow Agent shall not incur any liability for: (a) any act or failure to act made or omitted in good faith, or (b) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Escrow Agreement that the Escrow Agent shall in good faith believe to be genuine, nor will the Escrow Agent be liable or responsible for forgeries, fraud, impersonations or determining and verifying the scope of any representative authority, or any person acting or purporting to act on behalf of any party to this agreement.

ARTICLE VII

MISCELLANEOUS

- 7.1 Non-waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

- 7.2 Time of essence. Time is of essence of this Escrow Agreement and Borrower shall deposit the Escrow Fund into escrow on or before May 11, 2015.
- 7.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by overnight express mail (i.e., Federal Express):
- 7.4 Nonexclusive protection. The provisions of this Escrow Agreement are cumulative and not exclusive of all other rights or remedies which Borrower may have at law or equity, or under the Loan Agreement or other agreements or documents.
- 7.5 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Escrow Agreement.
- 7.6 Titles. The titles are for convenience or reference and shall not be deemed to modify or affect the interpretation of this Escrow Agreement. The term "herein" as used in this Escrow Agreement refers to this Escrow Agreement and any Exhibits to this Escrow Agreement.
- 7.7 Modification. Neither this Escrow Agreement nor any of its provisions shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.
- 7.8 Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things consistent with this Escrow Agreement as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Escrow Agreement.
- 7.9 Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.
- 7.10 Attorney's Fees. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing parties all reasonable costs incurred including staff time, court costs, attorneys fees, and all other related expenses incurred in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing" party shall be determined by that process.
- 7.11 Governing Law. This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California and the Loan Agreement, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of California and the United States which are located in the County of New York.

7.12 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

IN WITNESS, the parties have executed this Escrow Agreement.

BORROWER: [REDACTED]

By: [REDACTED]
Date: _____
Its Authorized Signatory

LENDER: [REDACTED]

[REDACTED]
By: [REDACTED]
Its: Managing Member

By: _____
[REDACTED]
Its Authorized Signatory

Date: 09-May-15

ESCROW AGENT:

Law offices of Attorney Holly J. Johnson

By: 

Holly Johnson, Attorney at Law

Its Authorized Signatory

APPENDIX KK

FEB 09 2016

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

HOLLY JOY JOHNSON,

Lawyer (Bar No. 32784)

ODC File No. 15-00536

REVIEW COMMITTEE ORDER

PUBLIC HEARING, CONSOLIDATION,
PROTECTIVE ORDER and INTERIM
SUSPENSION RECOMMENDATION

The Review Committee considered materials submitted by the grievant, respondent and disciplinary counsel, and the applicable rules, statutes and caselaw:

ORDER

The Review Committee orders a public hearing on the alleged misconduct.

CONSOLIDATION

This grievance is consolidated for hearing with the following grievances: ODC files 14-01546 and 15-01639.

PROTECTIVE ORDER

Under ELC 3.1(b)(1) the materials submitted to the Review Committee are public with the exception of materials subject to protective order under ELC 3.2(e). The Review Committee orders that pages 175-288 of the materials submitted to the Review Committee shall not be public, but dissemination otherwise consistent with the ELC is not prohibited.

INTERIM SUSPENSION

FINDING

The Review Committee finds that Respondent's continued practice of law poses a substantial threat of serious harm to the public.

RECOMMENDATION

The Review Committee unanimously recommends that the respondent lawyer be suspended from the practice of law under Rule 7.2(a) of the Rules for Enforcement of Lawyer Conduct.

Dated this 3 day of Feb, 2016

William A. [Signature]
Review Committee Chairperson

Mailed on 2/11/16 to:
Respondent/Respondent's Counsel: Sam Breazeale Franklin
Grievant/Grievant's Counsel: Jerrel Veira

The vote was: 3-0 in favor. The following Review Committee members voted: Davis, Coy, Denton

FEB 09 2016

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

HOLLY JOY JOHNSON,

Lawyer (Bar No. 32784)

ODC File No. 15-01639

REVIEW COMMITTEE ORDER

PUBLIC HEARING, CONSOLIDATION,
PROTECTIVE ORDER and
INTERIM SUSPENSION RECOMMENDATION

The Review Committee considered materials submitted by the grievant, respondent and disciplinary counsel, and the applicable rules, statutes and caselaw:

ORDER

The Review Committee orders a public hearing on the alleged misconduct.

CONSOLIDATION

This grievance is consolidated for hearing with the following grievances: ODC files: 14-01546 and 15-00536.

PROTECTIVE ORDER

Under ELC 3.1(b)(1) the materials submitted to the Review Committee are public with the exception of materials subject to protective order under ELC 3.2(e). The Review Committee orders that Bates stamped pages 159-224 of the materials submitted to the Review Committee shall not be public, but dissemination otherwise consistent with the ELC is not prohibited.

INTERIM SUSPENSION

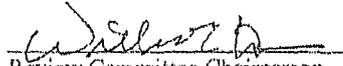
FINDING

The Review Committee finds that Respondent's continued practice of law poses a substantial threat of serious harm to the public.

RECOMMENDATION

The Review Committee unanimously recommends that the respondent lawyer be suspended from the practice of law under Rule 7.2(a) of the Rules for Enforcement of Lawyer Conduct.

Dated this 3 day of Feb, 2016


Review Committee Chairperson

Mailed on 7/11/16 to:

Respondent/Respondent's Counsel: Holly Joy Johnson

Grievant/Grievant's Counsel: Keisha R. Perry

The vote was: 3-0 in favor. The following Review Committee members voted: Davis, Coy, Denton

Review Committee Order
Public Hearing

WASHINGTON STATE BAR ASSOCIATION
1325 Fourth Avenue -- Suite 600
Seattle, WA 98101-2539
(206) 733-5926

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

HOLLY JOY JOHNSON,

Lawyer (Bar No. 32784).

Supreme Court No. _____

DECLARATION OF MAIL
SERVICE

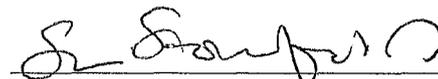
The undersigned Disciplinary Counsel of the Washington State Bar Association declares that she caused a copy of the Petition for Interim Suspension supporting Disciplinary Counsel Declaration to be mailed by regular first class mail with postage prepaid on February 29, 2016 to:

Holly Joy Johnson
Attorney at Law
2610 42nd Ave SW Apt 203
Seattle, WA 98116-2556

Sam B. Franklin
Lee Smart PS Inc
701 Pike St Ste 1800
Seattle, WA 98101-3929

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

February 29, 2016
Date and Place *Seattle, WA*



Sachia Stonefeld Powell,
Bar No. 21166
Disciplinary Counsel
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 733-5907