Washington State
Office of the
Insurance Commissioner

OIC Online Services

MASTER RECORD PRINTOUT

Individual Information:

WAOIC # : 193414 Licensee Name : HENDERSON, GREGG A

Resident : Yes CRD Number :

Mailing Address:	Business Address:	Residence Address:
20900 NE 42ND ST SAMMAMISH WA 98074 Tel: 206-354-1321 Ext: Email: safeinvestment@hotmail.com	20900 NE 42ND ST SAMMAMISH WA 98074	20900 NE 42ND ST SAMMAMISH WA 98074

Washington State
Office of the
Insurance Commissioner

OIC Online Services

MASTER RECORD PRINTOUT

License Details:

License Type : Insurance Producer Effective Date : 07/01/2009 Cancel Date :

Lines : Life, Disability Expiry Date : 04/28/2013 Status : Active

Appointments:

Company Name	Company #	Appt. Type	Effective Date	Expiry Date	Cancel Date
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA	961	RAP	07/01/2009	07/19/2012	
AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY	248	RAP	09/24/2009	10/06/2013	10/21/2011
AMERICAN GENERAL LIFE INSURANCE COMPANY	81	RAP	07/01/2009	08/01/2013	
AMERICAN INVESTORS LIFE INSURANCE COMPANY INC	92	RAP	07/01/2009	09/06/2010	09/30/2009
AMERICAN NATIONAL INSURANCE COMPANY	110	RAP	02/16/2011	04/15/2012	
AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY	282	RAP	07/01/2009	03/01/2011	12/23/2009
ANNUITY INVESTORS LIFE INSURANCE COMPANY	230	RAP	07/01/2009	05/04/2012	09/13/2011
AVIVA LIFE AND ANNUITY COMPANY	239	RAP	10/08/2009	01/05/2011	11/01/2010
AVIVA LIFE AND ANNUITY COMPANY	239	RAP	07/01/2009	01/05/2011	10/02/2009
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA	1202	RAP	07/01/2009	09/25/2012	10/06/2011
EQUITRUST LIFE INSURANCE COMPANY	342	RAP	07/01/2009	06/19/2012	
FIDELITY & GUARANTY LIFE INSURANCE COMPANY	445	RAP	04/07/2010	06/20/2012	
FORETHOUGHT LIFE INSURANCE COMPANY	485	RAP	11/16/2011	10/30/2013	
GENWORTH LIFE INSURANCE COMPANY	1371	RAP	03/18/2010	09/28/2012	
GREAT AMERICAN LIFE INSURANCE COMPANY	540	RAP	07/01/2009	03/03/2013	
GUARDIAN INSURANCE AND ANNUITY COMPANY INC THE	565	RAP	07/01/2009	09/01/2012	10/06/2011
GUARDIAN LIFE INSURANCE COMPANY OF AMERICA THE	566	RAP	07/01/2009	04/01/2012	10/06/2011
JOHN HANCOCK LIFE INSURANCE COMPANY (USA)	770	RAP	03/05/2010	05/04/2013	
LIFE INSURANCE COMPANY OF THE SOUTHWEST	738	RAP	01/04/2012	10/10/2013	
LOYAL AMERICAN LIFE INSURANCE COMPANY	760	RAP	07/01/2009	01/11/2011	09/17/2010
MIDLAND NATIONAL LIFE INSURANCE COMPANY	825	RAP	09/01/2010	11/02/2012	
MINNESOTA LIFE INSURANCE COMPANY THE	840	RAP	06/29/2011	03/01/2013	
MUTUAL OF OMAHA INSURANCE COMPANY	871	RAP	11/30/2011	02/10/2012	01/26/2012
MUTUAL OF OMAHA INSURANCE COMPANY	871	RAP	07/01/2009	02/10/2012	05/18/2010
NATIONAL LIFE INSURANCE COMPANY	908	RAP	01/04/2012	11/08/2012	
NATIONAL WESTERN LIFE INSURANCE COMPANY	929	RAP	07/01/2009	03/07/2013	
NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE	959	RAP	07/01/2009	10/07/2011	06/13/2011
UNITED OF OMAHA LIFE INSURANCE COMPANY	1368	RAP	11/30/2011	07/19/2012	01/26/2012
UNITED WORLD LIFE INSURANCE COMPANY	1382	RAP	07/01/2009	09/02/2010	05/18/2010

Washington State Office of the Insurance Commissioner

OIC Online Services

MASTER RECORD PRINTOUT

License Details:

License Type : Agent | Effective Date : 04/29/2002 | Cancel Date :

Lines : Life, Disability | Expiry Date : | Status : Moved to Producer (MTP) on 07/01/2009

Appointments:

Company Name	Company #	Lines	Appt. Type	Effective Date	Expiry Date	Cancel Date
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA	961	L, D	RAP	02/01/2007		MTP
AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY	248	L	RAP	03/21/2008	10/06/2009	09/02/2008
AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS	75	L, D	RAP	04/29/2005	10/02/2009	05/02/2008
AMERICAN GENERAL LIFE INSURANCE COMPANY	81	L, D	RAP	07/25/2008		MTP
AMERICAN INVESTORS LIFE INSURANCE COMPANY INC	92		RAP	07/31/2007		MTP
AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY	282	L, D	RAP	01/02/2009		MTP
ANNUITY INVESTORS LIFE INSURANCE COMPANY	230	L, D	RAP	12/27/2006		MTP
AVIVA LIFE AND ANNUITY COMPANY	239	L, D	RAP	06/11/2009		MTP
BANKERS LIFE & CASUALTY COMPANY	176	L, D	RAP	06/20/2002	07/08/2006	06/17/2005
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA	1202	L, D	RAP	10/04/2007		MTP
EQUITRUST LIFE INSURANCE COMPANY	342	L, D	RAP	03/21/2008		MTP
GREAT AMERICAN LIFE INSURANCE COMPANY	540	L, D	RAP	06/27/2006		MTP
GUARDIAN INSURANCE AND ANNUITY COMPANY INC THE	565	L	RAP	10/04/2007		MTP
GUARDIAN LIFE INSURANCE COMPANY OF AMERICA THE	566	L, D	RAP	10/04/2007		MTP
JACKSON NATIONAL LIFE INSURANCE COMPANY	679	L, D	RAP	07/11/2006	01/23/2009	01/30/2008
LINCOLN NATIONAL LIFE INSURANCE COMPANY THE	751	L, D	RAP	01/01/2009	08/24/2009	03/09/2009
LOYAL AMERICAN LIFE INSURANCE COMPANY	760	L, D	RAP	04/13/2009		MTP
MID-WEST NATIONAL LIFE INSURANCE COMPANY OF TENNESSEE	45774	L, D	RAP	04/29/2002	01/02/2003	01/02/2003
MUTUAL OF OMAHA INSURANCE COMPANY	871	L, D	RAP	08/01/2008		MTP
NATIONAL WESTERN LIFE INSURANCE COMPANY	929	L, D	RAP	01/02/2009		MTP
NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE	959	L, D	RAP	06/04/2007		MTP
PENN TREATY NETWORK AMERICA INSURANCE COMPANY	140	L, D	RAP	01/07/2008	02/15/2010	12/08/2008
SYMETRA LIFE INSURANCE COMPANY	1184	L, D	RAP	10/09/2006	04/05/2008	04/08/2008
UNITED WORLD LIFE INSURANCE COMPANY	1382	L, D	RAP	08/01/2008		MTP

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MIKE KREIDLER
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON

Phone: (360) 725-7000
www.insurance.wa.gov

OFFICE OF
INSURANCE COMMISSIONER

In The Matter of Gregg A. Henderson, WAOIC 193414 Licensee.	NO. 12-0067 DECLARATION OF CHARLOTTE BORGERT

I, Charlotte Borgert, state and declare as follows:

1. My name is Charlotte Borgert, I am employed by the Washington State Office of the Insurance Commissioner (herein "OIC"). My job title is Insurance Technician 3, OIC Consumer Protection Division. I make this Declaration based on personal knowledge. I am over the age of eighteen (18) years. I am competent and authorized to testify to the matters set forth herein.

2. On December 10, 2009, I made entries into the SIMBA "Licensee Profile" and SIMBA "Action Log Details" for OIC insurance producer licensee Gregg A. Henderson, whose WAOIC number is 193414. SIMBA is a computer database used by OIC to document case activity and information about authorized persons and entities. Attached and incorporated herein by reference as **Exhibit "A"** is a true and correct copy of the SIMBA "Licensee Profile" of Gregg A. Henderson. Exhibit "A" indicates that in the Licensee Profile on December 10, 2009, I made a SIMBA "action log" entry under "comments." Exhibit "A" shows that my entry began by stating "A woman called about this Producer after attend. . ." SIMBA provides a link to the complete entry. By clicking on that link I obtained and printed a copy of the complete entry. Attached and incorporated herein by reference as **Exhibit "B"** is a true and correct copy of the complete entry I created and printed. It is titled "Action Log Details" and it shows the SIMBA entry I made in Mr. Henderson's SIMBA profile. As it indicates, Exhibit "B" documents my telephone conversation with a woman who described how Mr. Henderson contacted her on her

home phone after she attended one of his seminars. She told me that Mr. Henderson screamed at her because she did not fill out her private financial information on the questionnaire he provided. She reported that all she provided to him was her name, phone number, and address. She also reported that she was afraid of him. I then transferred her over to the OIC hotline to make a report on him. This record as been kept and maintained by OIC as part of its Consumer Protection records. This record was made by me in the regular course of business, at or near the time of the act, condition, or event referred to in the document.

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

EXECUTED this 7 day of September, 2012 at Tumwater, Washington.

Charlotte Borgert

Charlotte Borgert

EXHIBIT A

GREGG HENDERSON MATTER NO 12-0067 / 1029495

DECLARATION OF CHARLOTTE BORGERT

Gregg A. Henderson SIMBA Licensee Profile (3 pages)

Borgert, Charlotte (PRODUCTION WEB 1)

LICENSEE PROFILE

WAOIC # 193414

Individual Information

Last Name HENDERSON First Name GREGG Middle Name A

SSN [redacted] DOB [redacted]

Licensee Information

CIC/PIC # HENDEGA363J8 WAOIC # 193414 Formed Date 07/01/2009

NPN 7226762 Resident Yes No Discp.Block

CRD# Online Registered? Yes Documents Online Documents

Are you a citizen of the United States? Yes No

Home State/Provice License within last 90 days (If yes please specify most current) Yes No

Disciplinary Block

DON # 12-0067 Action Date Block

Comments

Action By Old Investigator

Doing Business As

Residence Address

Contact Name

Street 1 20900 NE 42ND ST

Street 2

City SAMMAMISH Country United States

State / Province Washington Zip 98074

Phone # Extension Fax

E-mail

Mailing Address

Contact Name	Gregg A Henderson				
Street 1	20900 NE 42ND ST				
Street 2					
City	SAMMAMISH	Country	United States		
State / Province	Washington			Zip	98074
Phone #	206-354-1321	Extension		Fax	
E-mail	saferinvestment@hotmail.com				

Business Address

Contact Name					
Street 1	20900 NE 42ND ST				
Street 2					
City	SAMMAMISH	Country	United States		
State / Province	Washington			Zip	98074
Phone #		Extension		Fax	
E-mail					

Licenses

License Type	Lines	Effective Date	Expiry Date	Cancel Date	Status
Insurance Producer	L, D	07/01/2009	04/28/2014		Active
Agent		04/29/2002	04/28/2010	07/01/2009	Moved to Producer

CE Details

Course #	Provider #	Course Title	Taught	Credit Hours	Ethic Hours	Compl. Date	Year
213862	19866	IMPLEMENTING BUSINESS INCOME INSURANCE	No	6	0	04/28/2012	2012
607498	19866	GUIDE TO RETIREMENT PLANNING	No	7	0	04/27/2012	2012
607002	19866	WA LTC REFRESHER 4 HOUR COURSE	No	4	0	04/22/2012	2012
326744	19866	CONSUMER PROTECTION II ETHICS	No	3	3	04/21/2012	2012
608125	19866	WA ANNUITY SUITABILITY 4 HOUR COURSE	No	4	0	04/21/2012	2012
250939	18173	INDEPENDENTLY RETIRED	No	17	3	04/22/2010	2010
604301	18173	WA LTC INITIAL 8 HOUR COURSE	No	8	0	02/18/2010	2010
134222	18173	RETIREMENT PLANNING	No	24	3	04/27/2008	2008
169675	24961	ANNUITIES	No	4	1	04/30/2006	2006
177430	24961	LONG TERM CARE	No	11	2	04/30/2006	2006
169664	24961	LIVING TRUSTS	No	7	1	04/30/2006	2006
172701	24961	401 K PLANS	No	6	0	04/30/2006	2006
246147	32461	INSURANCE MARKETING ISSUES	No	32	0	04/30/2004	2004

Action Log Show All

Created On	Action	Comments	Created By
06/25/2012	OT - Other	CANCELLATION REVERSED AS LICENSEE REQUESTED HEA...	Cheryl Penn
06/22/2012	LC - License Cancelled	Insurance Producer License cancelled for Reason...	Kathy Marshall
04/28/2012	RD - Renewal Processed Date	Insurance Producer License renewed on '4/28/201...	GREGG HENDERSON
04/22/2010	RD - Renewal Processed Date	Insurance Producer License renewed on '4/22/201...	GREGG HENDERSON
12/10/2009	OT - Other	A woman called about this Producer after attend...	Charlotte Borgert
06/30/2009	OT - Other	License(s) Moved To Producer: AG.	PLMA Migration
04/30/2008	RD - Renewal Processed Date	Agent License renewed on '4/30/2008 3:30:16 PM'.	Charlotte Borgert
04/25/2008	OT - Other	mailed dup renewal	Charlotte Borgert
01/05/2007	ON - Original Name	Original name of the Licensee: HENDERSON A GREGG	Migration Migration

Link Payment

Val. #	Val. Date	Val. Amount	Dist. Amount	Division	Payment Mode
106530	04/29/2008	50.00	0.00	Licensing	Check
275071	04/22/2010	55.00	55.00	Licensing	Online Visa/MC
459821	04/28/2012	55.00	55.00	Licensing	ACH

SIMBA Version 19.1.0.0 (Production Web 1) Dated: July 29, 2012

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EXHIBIT B

GREGG HENDERSON MATTER NO 12-0067 / 1029495

DECLARATION OF CHARLOTTE BORGERT

Gregg A. Henderson SIMBA 12/10/2009 Action Log Details (1 page)

Print

ACTION LOG DETAILS

Action Log Details

Action Code	OT - Other	Effective Date	12/10/2009
Created By	Charlotte Borgert	Created On	12/10/2009
Last Modified By	Charlotte Borgert	Last Modified On	12/10/2009
Manual Entry	Yes	Correction	☐
Comments	A woman called about this Producer after attending one of his seminars. He called her home phone number and screamed at her because she didn't fill out her private financial information on the questionaire he provided. All she filled out was her name, phone # and address she is afraid of him. I sent her over to the Hotline to make a report on him.		

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Marquis, Stephanie (OIC)

From: Marquis, Stephanie (OIC)
Sent: Thursday, December 16, 2010 11:21 AM
To: Childers, Mary (OIC)
Cc: Halpin, Dan (OIC)
Subject: RE: Ask Mike - Category: Other

Ok, thank you!

From: Childers, Mary (OIC)
Sent: Thursday, December 16, 2010 11:20 AM
To: Marquis, Stephanie (OIC)
Cc: Halpin, Dan (OIC)
Subject: RE: Ask Mike - Category: Other

This is an insurance agent, who wants the OIC to become involved in a class action law suit about annuities. The suit was filed in another state and no Washington policyholders are impacted. He refused to listen to Dan about the role the agency plays in class actions, namely just sharing information regarding them to impacted policyholders in our state. We'll note receipt of his comments in our file.

From: OIC Ask Mike
Sent: Thursday, December 16, 2010 10:57 AM
To: Childers, Mary (OIC)
Subject: FW: Ask Mike - Category: Other

Hi Mary, I'm just forwarding this along...not sure what happened.

From: safeinvestment@hotmail.com [mailto:safeinvestment@hotmail.com]
Sent: Thursday, December 16, 2010 10:25 AM
To: OIC Ask Mike
Cc: safeinvestment@hotmail.com
Subject: Ask Mike - Category: Other

Your Contact Information:

Name:	Gregg Henderson
Address:	20900 NE 42nd St
City:	sammamish
State:	WA
zip:	98074
Email	safeinvestment@hotmail.com
Phone	206 354 1321

Category: Other

Your comment or question:
I just got off the phone with Dan Halpan in your office, and I don't think I've ever spoken with someone so rude,

hot headed, and disrespectful in all my 8 yrs of dealing with your office. He needs anger management classes.

How did you hear about us?

Please tell us how you heard of this office and the services provided.

Other

licensed agent

We will try to respond to your comments and questions at the soonest time possible. If you would like immediate assistance, contact the Insurance Consumer Hotline at 1-800-562-6900.

Please take a moment to tell us what you think of our website by taking a quick survey at:
http://www.surveygizmo.com/s/406234/oic-survey

Halpin, Dan (OIC)

From: gregg henderson [safeinvestment@hotmail.com]
Sent: Tuesday, October 04, 2011 2:53 PM
To: Halpin, Dan (OIC)
Subject: RE: Ask Mike - Category: Annuities

HOw is a consumer supposed to find out what is available, independent of an insurance broker?

Gregg Henderson

Subject: RE: Ask Mike - Category: Annuities
Date: Tue, 4 Oct 2011 14:49:55 -0700
From: DanH@OIC.WA.GOV
To: safeinvestment@hotmail.com

Gregg: Commissioner Kreidler has requested that I respond on his behalf to your inquiry. All Insurance company annuity filings for the last 8 years can be found on our website at: https://fortress.wa.gov/oic/onlinefilingsearch/ . However I don't think the information is cross referenced to produce the list you requested. If you have any questions about our Rates and Forms Filing Search engine you can contact our public disclosure office at 360-725-7003.

If you have any other questions, please feel free to call me.

Dan Halpin
OFFICE OF INSURANCE COMMISSIONER
PO BOX 40256
OLYMPIA WA 98504-0256
1-800-562-6900 www.insurance.wa.gov

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From: safeinvestment@hotmail.com [mailto:safeinvestment@hotmail.com]
Sent: Monday, October 03, 2011 2:25 PM
To: OIC Ask Mike
Cc: safeinvestment@hotmail.com
Subject: Ask Mike - Category: Annuities

Your Contact Information:

Name:	Gregg H
Address:	20900 NE 42nd St
City:	Sammamish

State:	WA
zip:	98074
Email	safeinvestment@hotmail.com
Phone	2063541321

Category: Annuities

Your comment or question:
Where can I find all the fixed annuities approved in WA which has an "income rider" as a feature?

How did you hear about us?
Please tell us how you heard of this office and the services provided.

Internet

We will try to respond to your comments and questions at the soonest time possible. If you would like immediate assistance, contact the Insurance Consumer Hotline at 1-800-562-6900.

Please take a moment to tell us what you think of our website by taking a quick survey at:
http://www.surveygizmo.com/s/406234/oic-survey

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2002 MAR -7 PM 3:30
SUPERIOR COURT CLERK
SEATTLE, WA

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

02-2-06283-1SEA

EVERGREEN TECHNOLOGY SALES, INC., a Washington corporation, Plaintiff, v. GREGG A. HENDERSON and JULIE HENDERSON, husband and wife, d/b/a Sammamish Sourcing Co., Defendants.	NO. SUMMONS BY PERSONAL SERVICE 20 Days of Service

PARIS K. KALLAS

TO: Defendants GREGG A. HENDERSON and JULIE HENDERSON, d/b/a Sammamish Sourcing Co.

A lawsuit has been started against you in the above-entitled court by plaintiff Evergreen Technology Sales, Inc. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

ORIGINAL

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within

[✓] 20 days (if service is made on you within the state of Washington)

[ ] 60 days (if service is made on you outside of the state of Washington)

after service of this summons, excluding the day of service, **or a default judgment may be entered against you without notice**. A default judgment is one where plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

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

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

This summon is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED: March 7, 2002.

PERKINS COIE LLP

By Karen P. Kruse

Karen P. Kruse, WSBA #29857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

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FILED

2008 MAR -7 PM 3:30

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

EVERGREEN TECHNOLOGY SALES, INC., a Washington corporation, Plaintiff, v. GREGG A. HENDERSON and JULIE HENDERSON, husband and wife, d/b/a SAMMAMISH SOURCING CO., Defendants.	08-2-06289-1 SEA NO. COMPLAINT FOR BREACH OF CONTRACT, PROMISSORY ESTOPPEL, CONVERSION, AND MISAPPROPRIATION OF TRADE SECRETS PARIS K. KALLAS

Evergreen Technology Sales, Inc., by and through its counsel, hereby alleges as follows:

ORIGINAL

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

I. JURISDICTION AND VENUE

1. Plaintiff Evergreen Technology Sales, Inc. is a Washington corporation with its principal place of business in Redmond, Washington.

2. Upon information and belief, defendants Gregg A. Henderson and Julie Henderson are residents of the State of Washington.

3. Venue is proper in this Court pursuant to RCW 4.12.025(1) because, on information and belief, defendants Gregg A. Henderson and Julie Henderson reside in King County, Washington.

4. The Court has jurisdiction over the subject matter of this action pursuant to RCW 2.08.010 and RCW 3.66.020 because the Complaint seeks relief in equity, and because the amount in controversy exceeds $50,000.

II. PARTIES

5. On or about August 7, 2000, defendant Gregg A. Henderson ("Henderson") was hired as an account representative on an "at will" basis by U.S. Computer Corporation located in Redmond, Washington.

6. Henderson was still employed by U.S. Computer Corporation in February 2001, when U.S. Computer Corporation underwent a name change to Evergreen Technology Sales, Inc. ("Evergreen"). He remained employed as an account representative after his employer changed its name to Evergreen.

7. On information and belief, Henderson is currently doing business as Sammamish Sourcing Co. ("Sammamish Sourcing"), which is believed to be a sole proprietorship.

8. On information and belief, Sammamish Sourcing operates out of the home of defendants Gregg A. Henderson and Julie Henderson in King County.

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

III. BACKGROUND

9. Evergreen is a reseller of remarketed UNIX-based Hewlett Packard, Sun Microsystems, CISCO and other computer products to companies throughout the United States and Canada.

10. Evergreen employs several account representatives for the purpose of soliciting and servicing customers. Evergreen's account representatives are responsible for soliciting orders to buy, sell and lease products from Evergreen within an assigned territory.

11. As an Evergreen account representative, Henderson was responsible for soliciting orders from customers within his assigned territory to buy, sell or lease products from Evergreen.

12. As part of his employment relationship with Evergreen, Henderson had access to confidential information and/or documents relating to Evergreen's internal operations, finances, plans, strategies, procedures, customers and/or prospects.

13. The confidential information and/or documents to which Henderson had access as an Evergreen account representative included business plans, financial or pricing information, sales or marketing plans targeted at specific customers or prospects, customer identities, requirements, lists, histories or profiles, information about customer needs, operations or preferences, marketing strategies, promotional methods and information about sales activities and volumes.

14. As a condition of employment, Evergreen account representatives are required to sign an agreement that requires them to maintain the confidentiality of information and documents to which they are privy due to their employment relationship with Evergreen, and to refrain from soliciting Evergreen customers or competing with Evergreen for a specified time period after their last day of employment at Evergreen.

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

15. On or about August 9, 2000, Henderson signed an Employment & Restrictive Covenants Agreement ("Agreement") with Evergreen (still known then as U.S. Computer Corporation).

16. Attached hereto as Exhibit A is a true and correct copy of the Agreement signed by Henderson on August 9, 2000, except that Exhibit 1 to the Agreement—the "Commission Plan for Gregg Henderson"—has been omitted due to its irrelevancy and its confidential and proprietary nature.

17. Through paragraph 15 of the Agreement, Henderson agreed, among other things, that for a period of twenty-four (24) months after the parties' employment relationship terminated, he would not solicit any of his former employer's customers.

18. Paragraph 15 of the Agreement states in part:

> [D]uring the term of employment, and for a period of twenty four (24) months after termination thereof either by [Evergreen][1] or Employee, Employee shall not call upon, solicit, divert, take away, deliver to, sell, service, accept business from or otherwise deal with the customers of [Evergreen] in the United States or Canada with regard to their requirements for the purchase, lease or servicing of products similar to that of [Evergreen] except on behalf of [Evergreen]; nor shall Employee assist, directly or indirectly, others to do so. The term "customers" is limited to those customers of [Evergreen] who have transacted business with [Evergreen] within the thirty-six (36) month period immediately prior to termination of Employee's employment.

19. Through paragraph 16 of the Agreement, Henderson also agreed, among other things, that for a period of twenty-four (24) months after the parties' employment

---

[1] The Agreement uses the name U.S. Computer Corp., as it was signed before the company's name changed to Evergreen Technology Sales, Inc.

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Seattle, Washington 98101-3099
(206) 583-8888

relationship terminated, he would not compete in a business substantially similar to Evergreen's.

20. Paragraph 16 of the Agreement states in part:

> Employee hereby agrees that during the term of employment and for a period of twenty-four (24) months following the date of termination of employment either by Employee or [Evergreen], for any reason, Employee shall neither directly or indirectly own, maintain, participate, or have any interest including employment . . . in any business substantially similar to that covered by the employment contract between Employee and [Evergreen].

21. Through paragraph 17 of the Agreement, Henderson also agreed that Evergreen "would suffer irreparable injury" if he breached the Agreement.

22. Paragraph 17 of the Agreement states in part:

> that damages for breach of this Agreement would be difficult to assess immediately. Therefore, [Evergreen] and Employee expressly agree that [Evergreen] would suffer irreparable injury and it may at its election obtain immediate extraordinary relief . . . (without the necessity of posting bond or security) enforcing any sections of this Agreement; and that [Evergreen] also may seek damages for breach thereof, which shall also include all reasonable and necessary expenses of litigation, including reasonable attorneys' fees as may be appropriate in such litigation related to damages or injunctive relief.

23. On January 22, 2002, Evergreen terminated its employment relationship with Henderson.

24. Through an email sent to Henderson on January 24, 2002, Steve Hamilton, the President of Evergreen, reminded Henderson of his obligations under the Agreement:

> when you were hired by Evergreen, you signed an agreement that limits your activities after you leave the employment of Evergreen. Evergreen believes that agreement is enforceable and expects that you, and anyone who hires you, will abide by it. If you have any doubt about whether a particular activity might be considered by Evergreen

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to violate the agreement, then you are encouraged to contact me for clarification.

25. On February 5, 2002, Henderson sent an email solicitation to "Friends and Business Associates" stating that he had left Evergreen to "head up another firm," Sammamish Sourcing. A true and correct copy of this email is attached hereto as Exhibit B.

26. On information and belief, the addressees of Exhibit B included existing customers of Evergreen with whom Henderson had formerly dealt on behalf of Evergreen.

27. Through Exhibit B, Henderson advised existing Evergreen customers and the email's other addressees that his new company "should meet or surpass all [their] expectations for service, quality product, reputation and pricing." In the next sentence of Exhibit B, Henderson then asked existing Evergreen customers and the email's other addressees to change their contact information to his new company.

28. During Henderson's employment relationship with Evergreen, Evergreen has been a reseller of remarketed Hewlett Packard, Sun Microsystems, and CISCO UNIX-based computer products.

29. Sammamish Sourcing has established a website at www.samsource.com.

30. According to its website, Sammamish Sourcing is a reseller of UNIX-based hardware and networking equipment and has a "[p]articular expertise in Sun, Hewlett Packard, and Cisco hardware [sic]."

31. The business of Sammamish Sourcing is substantially similar to Evergreen's business.

32. On information and belief, Henderson has an ownership, employment and/or other interest in Sammamish Sourcing.

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33. On information and belief, Henderson maintains and/or participates in Sammamish Sourcing.

34. On information and belief, Henderson has contacted Evergreen customers who transacted business with Evergreen within the 36 months before his termination for the purpose of soliciting business from them for Sammamish Sourcing.

35. As a company specializing in the resale of remarketed computer products to large corporations, Evergreen's success depends upon maintaining the confidentiality of its internal operations, plans, strategies, procedures, customers and/or prospects—particularly its confidential business plans, financial or pricing information, sales or marketing plans targeted at specific customers or prospects, customer identities, histories, profiles or requirements, information about customer needs, operations or preferences, marketing strategies, promotional methods and sales activities and volumes.

36. On information and belief, Sammamish Sourcing and Henderson are continuing to solicit existing Evergreen customers for the purpose of selling remarketed computer products and providing other services similar to the services provided by Evergreen.

37. Henderson's disclosure of Evergreen's confidential information has caused or will cause Evergreen to suffer actual, substantial and irreparable harm.

38. Henderson's solicitation and/or servicing of Evergreen customers will cause Evergreen to suffer actual, substantial and irreparable harm.

IV. FIRST CLAIM FOR RELIEF: BREACH OF CONTRACT

39. The allegations in paragraphs 1 to 38 are incorporated herein.

40. In exchange for valid consideration, Henderson entered into the Employment & Restrictive Covenants Agreement attached as Exhibit A.

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41. Through the Agreement, Henderson agreed that, for a period of twenty-four (24) months after his termination, he would not "call upon, solicit, divert, take away, deliver to, sell, service, accept business from or otherwise deal" with existing Evergreen customers.

42. Through the Agreement, Henderson also agreed that, for a period of twenty-four (24) months after his termination, he would not be employed by or have any interest in any company that provides "substantially similar" services to those of Evergreen.

43. Through the Agreement, Henderson also promised that, after his termination from Evergreen, he would not use or reveal any of Evergreen's trade secrets or other confidential information outside of Evergreen in any way.

44. Evergreen has performed its obligations under the Agreement.

45. On information and belief, since terminating from Evergreen employment, Henderson has used and/or disclosed to third parties, including but not limited to Sammamish Sourcing, confidential Evergreen information or documents that he obtained solely through his employment with Evergreen.

46. Henderson's contact with and solicitation of Evergreen customers violates paragraph 15 of the Agreement.

47. Henderson's relationship with and/or activities for Sammamish Sourcing also violates paragraph 16 of the Agreement.

48. Henderson's use and/or disclosure of confidential Evergreen information or documents also violates paragraph 12 of the Agreement.

49. Each of Henderson's breaches of contract has caused and will continue to cause irreparable harm to Evergreen unless Henderson is enjoined from further violations.

V. SECOND CLAIM FOR RELIEF: PROMISSORY ESTOPPEL

50. The allegations contained in paragraphs 1 to 49 are incorporated herein.

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51. Through the Agreement, Henderson promised not to disclose Evergreen's trade secrets and other confidential information, including but not limited to Evergreen customer information.

52. In reliance on Henderson's promises in the Agreement, Evergreen changed its position by, among other things, disclosing trade secrets and other confidential information to him.

53. Evergreen's reliance on the promises Henderson made in the Agreement was reasonable and foreseeable.

54. Evergreen was justified in relying on the promises Henderson made in the Agreement.

55. Injustice can be avoided only by enforcement of Henderson's promises.

VI. THIRD CLAIM FOR RELIEF: CONVERSION

56. The allegations contained in paragraphs 1 to 55 are incorporated herein.

57. On information and belief, Henderson unlawfully and willfully interfered with confidential or proprietary documents or data that belong to Evergreen.

58. Henderson's interference deprived and will continue to deprive Evergreen of its rightful ownership and possession of its confidential or proprietary documents or data.

59. Henderson's interference proximately caused irreparable harm or will proximately cause irreparable harm to Evergreen.

60. As a consequence of this interference, Evergreen has suffered irreparable harm and will continue to suffer irreparable harm if Henderson is not enjoined from continuing to interfere with Evergreen's rightful ownership and possession of its confidential or proprietary documents or data.

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VII. FOURTH CLAIM FOR RELIEF: MISAPPROPRIATION OF TRADE SECRETS

61. The allegations contained in paragraphs 1 to 60 are incorporated herein.

62. During Henderson's employment with Evergreen, he had access to confidential information belonging to Evergreen, including but not limited to confidential customer information.

63. The confidential information to which Henderson had access while he was employed with Evergreen derives independent economic value, actual or potential, from not being generally known to, nor readily ascertainable by proper means, by Evergreen's competitors, potential competitors or other third parties who can obtain economic value from disclosing or using this Evergreen information.

64. The confidential information to which Henderson had access was and is the subject of efforts by Evergreen that are reasonable under the circumstances to maintain the information's secrecy. These efforts include the Agreement attached hereto, and similar employee agreements.

65. The confidential information to which Henderson had access while he was employed with Evergreen constitutes trade secrets of Evergreen.

66. On information and belief, Henderson has used Evergreen's trade secrets for non-Evergreen purposes and/or has disclosed them to third parties.

67. On information and belief, Henderson intends to continue using Evergreen's trade secrets for non-Evergreen purposes and/or disclosing them to third parties.

68. Henderson's use and/or disclosure of Evergreen's trade secrets as described above is willful and malicious misappropriation of Evergreen's trade secrets, which entitles Evergreen to both exemplary damages and recovery for unjust enrichment.

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69. By misappropriating Evergreen's trade secrets, Henderson has proximately caused injury to Evergreen in violation of the Washington Uniform Trade Secrets Act, Chapter 19.108 RCW.

70. If Henderson is not enjoined from continuing to misappropriate Evergreen's trade secrets, his actions will proximately cause further injury to Evergreen in violation of Washington's Uniform Trade Secrets Act, Chapter 19.108 RCW.

71. If Henderson's actual and/or threatened misappropriation of trade secrets is not enjoined, Evergreen will suffer irreparable harm.

IX. PRAYER FOR RELIEF

WHEREFORE, Evergreen prays for relief against defendants Gregg A. Henderson and Julie Henderson, d/b/a Sammamish Sourcing Co., as follows:

A. An injunction prohibiting defendants from using or disclosing Evergreen's confidential or proprietary information and documents, from soliciting and/or servicing existing Evergreen customers, and from otherwise violating the terms of the Agreement.

B. An injunction prohibiting Henderson from commencing or continuing employment with Sammamish Sourcing or any other business that is substantially similar to Evergreen, or from otherwise owning, maintaining or participating in any such business.

C. An order requiring defendants Gregg A. Henderson and Julie Henderson to return all of Evergreen's confidential or proprietary documents or data.

D. Judgment against defendants for all actual, consequential and exemplary damages as may be provided by law, including damages for unjust enrichment, and plaintiff's costs and reasonable attorneys' fees provided by paragraph 17 of the Agreement, RCW 19.108.040, and other applicable law; and

E. For such other and further relief as this Court deems just and equitable.

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DATED: March 7, 2002.

PERKINS COIE LLP

By _____
Karen P. Kruse, WSBA #19857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

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EXHIBIT A

BEST IMAGE POSSIBLE/POOR PHOTOCOPY

EMPLOYMENT & RESTRICTIVE COVENANTS

This Employment Agreement ("Agreement") is effective this 9th day of August, 2000. In consideration of the mutual promises of the parties hereto, this Agreement is by and between U.S. Computer Corp. a Washington Corporation, (herein referred to as "U.S. Computer") and Gregg Henderson (herein after referred to as "Employee").

U.S. COMPUTER CORP. AGREES AS FOLLOWS:

1. To furnish Employee with customer and territory responsibilities, available sales promotional literature and such necessary coaching and training as U.S. Computer Corp. feels necessary to:

   (a) Enable Employee to perform adequately his duties under this Agreement; and

   (b) Enable Employee to become a specialist in the field of sales and services for U.S. Computer Corp.

2. That Employee is one of U.S. Computer Corp.'s representatives responsible for the solicitation of orders to buy, sell, lease products from U.S. Computer Corp., subject to Employee's adherence to U.S. Computer's rules guidelines, procedures and practices, as may be determined by U.S. Computer Corp. from time to time as it deems necessary. Employee is under the direction of Bill Conley.

3. In consideration of training, compensation, education, and business opportunity, Employee does hereby work for U.S. Computer Corp. on an "at will" basis with a compensation rate of $32000.00 per year. Employee's commission compensation shall be based upon a written plan (See Exhibit 1, which is attached and incorporated herein by this reference, and which may be modified from time to time as U.S. Computer Corp. deems necessary). Employee may receive other fringe benefits as may be determined or modified by U.S. Computer Corp. as it deems necessary.

4. The Employee will receive two (2) week's vacation per year, available at the Employee's discretion, with prior notice. The Employee will also receive five (5) sick days per year.

5. The Employee will receive medical benefits, and be reimbursed for business related expenses.

 Initials

U.S. Computer Corp. ▲ Phone 425.558.6800 ▲ Fax 425.558.0800 ▲ 15032 NE 95th Street ▲ Redmond, WA 98052

EXHIBIT A

6. U.S. Computer Corp. reserves the right to charge Employee with any expense that U.S. Computer Corp. determines that is has incurred due to misrepresentation or other irregularities attributable to Employee.

7. Employee is employed at will (indefinite duration) and either U.S. Computer Corp. or Employee has the right to terminate employee's employment with U.S. Computer Corp. with or without cause immediately upon notice (verbal or written). Upon termination of employment, by either Employee or U.S. Computer Corp., all of U.S. Computer Corp.'s property, as determined by U.S. Computer Corp., given to Employee must be returned to U.S. Computer Corp. immediately, or by a date required by U.S. Computer Corp.

EMPLOYEE AGREES AS FOLLOWS:

8. To be working as of the date of this Agreement, devoting Employee's entire time and attention exclusively to the interests of U.S. Computer Corp. and the sale and promotion of its products, as determined by U.S. Computer Corp.

9. To submit, in accordance with U.S. Computer Corp.'s policies, all reports in accordance with U.S. Computer Corp.'s requirements and make sure other reports as may be required from time to time by U.S. Computer Corp. are completed on an accurate and timely basis.

10. To secure a volume of orders for the sale, lease or service of our products acceptable to U.S. Computer Corp.

11. To provide U.S. Computer Corp.'s products or service agreements at prices, terms, and conditions, as determined by U.S. Computer Corp., in effect at the time of the sale, lease or service.

12. That Employee shall not at any time, either during employment or after termination thereof either by Employee or U.S. Computer Corp. (except as an employee of U.S. Computer Corp.), use in any way, directly or indirectly, or reveal in any way, directly or indirectly, to any person the ideas, innovations, processes, inventions, formulae, methods or information regarding customer marketing, soliciting, sales and servicing, or trade secrets of U.S. Computer Corp.; and further specifically notes as examples:

    (a) That Employee agrees that any information obtained by Employee pertaining to U.S. Computer Corp.'s market plans or records, financial records or information, or U.S. Computer Corp. customers (e.g., customer lists, data and storage method, and manner used) are trade secrets between Employee and U.S. Computer Corp.; and

    (b) That employee agrees that the confidential information disclosed to Employee concerning the type and amount of products or service

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agreements purchased by each customer is a trade secret not to be disclosed to anyone outside of U.S. Computer Corp.

13. That all company property, as determined by U.S. Computer Corp., including, but not limited to, customer records, correspondence and U.S. Computer Corp.'s records furnished by U.S. Computer Corp. or compiled for it's Employees' use do remain the property of U.S. Computer Corp., subject to recall on U.S. Computer Corp.'s demand at any time or return immediately upon termination of employment by either Employee or U.S. Computer Corp., or by a date required by U.S. Computer Corp. Employee specifically acknowledges and agrees that payment of all salary and commissions that may be due Employee at the time of termination will be paid within ninety (90) days after receipt of all property (e.g., keys, software, customer lists, rolodex, manuals, documents, etc.) identified by U.S. Computer Corp., providing U.S. Computer Corp. determines that all charges have cleared and all accounts are paid (if these affect Employee compensation) so final settlement can be made. It is noted that Employee expressly agrees to this authorization for withholding of compensation on termination of employment.

14. That Employee is employed at will (indefinite duration) and either U.S. Computer Corp. or Employee has the right to terminate employment with or without cause immediately upon notice (verbal or written).

15. That during the term of employment, and for a period of twenty four (24) months after the termination thereof either by U.S. Computer Corp. or Employee, Employee shall not call upon, solicit, divert, take away, deliver to, sell, service, accept business from or otherwise deal with the customers of U.S. Computer Corp. in the United States or Canada with regard to their requirements for the purchase, lease or servicing of products similar to that of U.S. Computer Corp. except on behalf of U.S. Computer Corp.; nor shall Employee assist, directly or indirectly, others to do so. The term "customers" is limited to those customers of U.S. Computer Corp. who have transacted business with U.S. Computer Corp. within the thirty-six (36) month period immediately prior to termination of Employee's employment.

16. In further consideration of the above stated education, training, compensation and other considerations acknowledged and hereby accepted by Employee, Employee hereby agrees that during the term of employment and for a period of twenty-four (24) months following the date of termination of employment either by Employee or U.S. Computer Corp., for any reason, Employee shall neither directly or indirectly own, maintain, participate, or have any interest including employment (specifically, but not exclusively by Computech Systems, Corporation, Encryptic Systems, Genisys Systems, Triad Computer Connection, Lexsys Computer, Abtech Systems), in any business substantially similar to that covered by the employment contract between Employee and U.S. Computer Corp.

GA Initials

17. That damages for breach of this Agreement would be difficult to assess immediately. Therefore, U.S. Computer Corp. and Employee expressly agree that U.S. Computer Corp. would suffer irreparable injury and it may at its election obtain immediate extraordinary relief (such as temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting bond or security) enforcing any sections of this Agreement; and that U.S. Computer Corp. also may seek damages for breach thereof, which shall also include all reasonable and necessary expenses of litigation, including reasonable attorneys' fees as may be appropriate in such litigation related to damages or injunctive relief.

18. That while employed at U.S. Computer Corp. and for a period of twenty four (24) months after termination of employment for any reason that Employee will not induce or attempt to influence directly or indirectly any employee if U.S. Computer Corp. to terminate his or her employment with U.S. Computer Corp. or to work for the Employee or any other person or entity.

19. That during employment at U.S. Computer Corp. that Employee will not use improperly or disclose any confidential or proprietary information or trade secrets of former or current employers, principals, partners, co-venturers, clients customers, or suppliers of the vendors or customers of such persons or entities and will not bring onto the premises of U.S. Computer Corp. any published document or any property belonging to such persons or entities or their vendors or customers unless such persons or entities have given their consent; and that Employee will not violate any non-disclosure or proprietary rights agreement Employee may have signed in connection with any such person or entity.

20. That Employee agrees that U.S. Computer Corp. will not be responsible for loss of, disappearance, or damage to personal property on U.S. Computer Corp. premises; and that Employee expressly releases, discharges, and holds U.S. Computer Corp. harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

21. To accept the conditions as set forth in this Agreement and abide by them.

22. This Agreement shall be construed in accordance with the laws of the State of Washington, and venue for any court proceedings shall either be in King County (Washington) Superior Court or the Federal Court for the Western District of Washington (Seattle).

23. If any provision is declared excessively broad, it shall be construed so as to afford U.S. Computer Corp. the maximum protection permissible by law. If any portion of this Agreement is declared unenforceable, it shall be treated as severed from this Agreement, and it shall not affect the enforceability of any other portion of this Agreement.

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24. This Agreement sets forth the entire Agreement of the parties as to Employee's employment with U.S. Computer Corp., and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of Employee's employment either by U.S. Computer Corp. or Employee.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I accept and sign my name this 9 day of August, 2000.

By: _____ Employee Signature

Gregg Henderson
Employee Name

By: U.S. COMPUTER CORP.

Bill Conley
Signature

Bill Conley
Name

8 9 00
Date

President
Title

Witness:

_____ Signature

8/9/00
Date

Initials

U.S. Computer Corp. ▲ Phone 425.558.5800 ▲ Fax 425.558.0800 ▲ 15032 NE 95th Street ▲ Redmond, WA 98052

EXHIBIT B

Here he goes....
-----Original Message-----
From: Gregg Henderson [mailto:gregg@samsource.com]
Sent: Tuesday, February 05, 2002 2:19 PM
To: gregg@samsource.com
Subject: **IMPORTANT** Supplier Information Update.

Dear Friends and Business Associates,
I have recently left Evergreen Technology to head up another firm. It should meet or surpass all your expectations for service, quality product, reputation and pricing. Please change your contact information to the following,

Gregg Henderson
Sammamish Sourcing
20900 NE 42nd St.
Sammamish, WA 98074
425-893-9899/fax 425-576-0824
gregg@samsource.com
Tax ID: 602-177-099

EXHIBIT B

32

FILED
02 MAR 12 AM 10:26
SUPERIOR COURT CLERK
SEATTLE, WA.

Ex Parte Department
Thursday, March 12, 2002
9:00 a.m.

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

EVERGREEN TECHNOLOGY SALES, INC. Plaintiff, v. GREGG HENDERSON and JULIE HENDERSON, husband and wife, dba Sammamish Sourcing, Inc., a Washington Corporation, Defendant.	NO. 02-2-06283-1 SEA DECLARATION OF GREGG HENDERSON

FRANK ROSEN FREED ROBERTS LLP
Suite 1200 Hoge Building 705 Second Avenue
Seattle, Washington 98104-1798
(206) 682-5711

DECLARATION OF GREGG HENDERSON

I, Gregg Henderson, hereby declare and state as follows:

1. I am over the age of 18, competent to testify and make this declaration from facts within my personal knowledge.

2. I was employed for approximately one and one-half years by Evergreen Technology Sales, Inc., formerly U. S. Computer Corporation. At the time I first became employed, Evergreen was a reseller of remarketed UNIX-based Hewlett Packard computer products, and only Hewlett Packard computer products. During the course of my employment at Evergreen, I began additionally selling Sun Microsytem and CISCO products. It was only after I introduced these different systems to Evergreen that other sales people began to actively market them.

3. I have reviewed the Complaint in this matter, which alleges that as an Evergreen account representative, I had access to certain confidential information and/or documents. Such a representation is outlandish. I have not taken any confidential information, and there was essentially no confidential information to take. For example, Evergreen had absolutely no business plan. As an experienced salesman, I often commented to Evergreen management about its lack of a business plan. If, during the course of my tenure at Evergreen, such a plan was developed, it was not something to which I was privy.

4. Likewise, there was no confidential "financial or pricing information." To the contrary, Evergreen purchased its products for resale from dealers advertising on

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websites, including, for example, Powersource.com. So, for example, if a client wanted a certain computer product, a sales associates would simply check available websites and try to find the best deal. Once they located the best deal, associates were free to mark up the product any way they desired. There were no pricing guidelines, and there was certainly nothing confidential or mysterious about the way items were purchased and then resold. I used the ACT database for 4½ years prior to arriving at Evergreen. It can be purchased anywhere, and is commonly used by all sales people in all industries.

5. Additionally, there was no sales or marketing plan. Evergreen did purchase a data base approximately seven years ago, and some additional names four years ago, but the information was mostly outdated. I am unaware of any sales or marketing plan that addressed customer requirements, histories or profiles, information about customer needs, operations or preferences, or marketing strategies, promotional methods and information about sales activities and volume. I received no training with respect to these issues; the only "training" I received was an introduction to some of the products sold.

6. As an account executive, I was assigned a sales territory. My sales territory was the Eastern Seaboard, from Maine to Virginia. I had almost no contact with any Evergreen customers in any other part of the country, and I am for the most part completely unaware of who those customers may be. The only exceptions to the exclusivity of customers in my territory were that on a few rare occasions, Evergreen asked me to contact a few customers in Missouri and Colorado. Also, on occasion, an Eastern Seaboard customer would refer me to its main purchasing department in another state.

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7. I believe I was terminated wrongfully, in violation of public policy. During the course of my employment at Evergreen, it engaged in a number of illegal activities. For example, I became aware that Evergreen bought and sold stolen property. Evergreen would buy disk drives from a VoiceStream employee that were the property of VoiceStream, but the invoices were made out to that individual VoiceStream employee. I opposed these activities. I was terminated for alleged "insubordination," which related to my complaining about Evergreen's illegal and unethical activities.

8. On March 4, 2002, my attorney received a letter from Evergreen's attorneys in which it reiterated its proposal to resolve this dispute by allowing me to continue owning, maintaining, and participating in Sammamish Sourcing, as long as I would agree not to solicit or deal with any Evergreen customer in the United States or Canada for two years, if the customer transacted business with Evergreen at any time during the three years preceding my termination. A copy of that letter is attached hereto as Exhibit A.

9. The very next day, March 5, 2002, my attorney responded to Evergreen's attorneys, and indicated that I was willing to "fully abide" with that provision of the agreement. A copy of that letter is attached hereto as Exhibit B. My lawyer further advised Evergreen that in order to comply with my obligation to not contact Evergreen clients, we would need to know who those clients were. My lawyer had previously discussed this issue with Evergreen's lawyer, and they had talked about a neutral person maintaining that client list, so that I could check before contacting a prospective client. I was, and am still, willing to agree to such a proposal.

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10. It was my understanding that based on my lawyer's March 5, 2002 letter, I had accepted Evergreen's proposal to resolve this matter, and we had a settlement agreement. I was, therefore, astounded when I was served with a Complaint in this matter two days later, because it had been my understanding that we had resolved the issue.

11. If any restraint is placed upon my ability to operate Sammamish Sourcing, it will deprive me of my right to make a livelihood. I would , therefore, request that the court deny Evergreen's request for a temporary restraining order.

12. With respect to Winthrop Leasing, I was contacted by them at home after I left Evergreen. My home number was given to him by Naomi Roada, a woman who signed a declaration in support of Evergreen.

13. I never had a "secret shadow" business called "Affiliate Sourcing." I never had any kind of "secret shadow" business.

14. I asked Naomi Roada to provide me the Sun Microsystem pricing manual. It had been given to me by a former employee, Kenny Becker, before he left the company. He led me to believe that it was his personal property. I believe that it is my personal property.

15. Evergreen talks about its goodwill in its papers. I believe its goodwill is minimal, because shortly after I joined the company, Bill Conley, the former owner of Evergreen, went to jail for fraud relating to Evergreen's business. It was well known throughout the industry, and many customers did and still do refuse to do business with the company for that reason. Some of these companies, for example, are Genesis Systems, Epic Systems, and Cosmos.

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I declare under penalty of perjury under the laws of the State of Washington, that I have read the foregoing statement and it is true and correct.

Executed this 12 day of March, 2002 in Seattle, Washington.

GREGG HENDERSON

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Suite 1200 Hoge Building 705 Second Avenue
Seattle, Washington 98104-1798
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PERKINS COIE LLP
1201 THIRD AVENUE, SUITE 4800 · SEATTLE, WASHINGTON 98101-3099
TELEPHONE 206 583-8888 · FACSIMILE 206 583-8500

KAREN P. KRUSE
Phone: (206) 583-8492
Email: krusk@perkinscoie.com

March 4, 2002

VIA FACSIMILE

Mr. Clifford Freed
Frank Rosen Freed Roberts LLP
Suite 1200, Hoge Building
705 Second Avenue
Seattle, WA 98104-1729

Re: Gregg Henderson/Sammamish Sourcing and Evergreen Technology Sales, Inc.

Dear Mr. Freed:

This letter follows up on our telephone conversations of Monday, February 25, and Friday, March 1, 2002. As I have indicated in our conversations, Evergreen has an ongoing and deepening concern about Mr. Henderson's conduct, which appears to be in flagrant disregard of his Employment and Restrictive Covenants Agreement with Evergreen. At this juncture, our opportunities to informally resolve the issues between our clients are very limited.

Through my February 13 letter, Evergreen offered what it considers a generous compromise. Evergreen's proposal would allow Mr. Henderson to continue owning, maintaining and participating in Sammamish Sourcing, even though these activities violate paragraph 16 of the agreement, given the fact that Sammamish Sourcing is "substantially similar" to Evergreen. As stated in my February 13 letter, if Mr. Henderson agrees to abide by the non-competition and customer non-solicitation provisions of paragraph 15, then Evergreen would accept a non-disparagement commitment from him in lieu of strictly enforcing paragraph 16.

During our February 25 telephone conversation, you gave me Mr. Henderson's response to the compromise Evergreen had proposed. You stated that he would agree to our non-disparagement proposal, but that he proposed to narrow the scope of the

[35856-0002/SL020630.249]

EXHIBIT

paragraph 15 so as to only preclude him from soliciting or dealing with customers that were within his territory at Evergreen. I asked you about Mr. Henderson's response to the third element of Evergreen's February 13 proposal: the return of Evergreen records and documents. You said you did not think Mr. Henderson had any such materials, but you agreed to interview him further concerning any paper or electronic records he might have at his home or on his personal computer. During this part of our discussion, you indicated that Mr. Henderson may have Evergreen customer information in his memory.

At the end of our February 25 conversation, I agreed to discuss Mr. Henderson's counterproposal with Evergreen and to give you my client's response. In the interim before I was able to respond to you, we learned that Mr. Henderson has violated one of the basic restrictions in his own counterproposal: the restriction against soliciting Evergreen customers that were within his territory. As I informed you during our March 1 conversation, Evergreen has received information indicating that Mr. Henderson contacted an existing Evergreen customer for the purpose of soliciting business away from Evergreen to the benefit of Sammamish Sourcing. Mr. Henderson had substantial contact with this customer during his time at Evergreen, and his job responsibilities on behalf of Evergreen included soliciting business from and selling to this customer.

By approaching this client on behalf of Sammamish Sourcing, Mr. Henderson has shown a lack of good faith and has gravely jeopardized our efforts to informally resolve the issues between our clients. His opportunity to avoid litigation is rapidly disappearing. Unless Mr. Henderson immediately agrees to the terms set forth below, Evergreen will be left with no choice but to seek legal redress to enforce the agreement as written. Pursuant to paragraph 17, this will include seeking a court order that requires Mr. Henderson to reimburse Evergreen for the costs and attorneys' fees it incurs in enforcing his commitments.

By the close of business on Tuesday, March 5, Mr. Henderson must provide Evergreen with the following three written assurances:

1. That he will fully abide by paragraph 15 of his agreement with Evergreen, and that he therefore will not deal with any Evergreen customer in the United States or Canada during the next two years concerning their requirements for the purchase, lease or servicing of products similar to Evergreen's, if the customer transacted business with

Evergreen at any time during the three years preceding Mr. Henderson's termination;

2. That he will refrain from disparaging Evergreen (including its management, products and services) during the next two years; and

3. That he either will promptly return all Evergreen records or documents, regardless of whether they are in paper or electronic form, or will provide a written certification that he has no such records or documents in his possession, custody or control.

If Mr. Henderson provides and complies with these three written assurances, then Evergreen will not exercise its contractual right to insist that he completely divest himself of his interest and participation in Sammamish Sourcing, as Evergreen is entitled to demand under paragraph 16. However, all other terms and conditions of our clients' agreement would retain their existing force and effect.

This offer is a substantial compromise in comparison to the protections that Evergreen is legally entitled to enforce. Mr. Henderson cannot deny that he gained considerable knowledge of Evergreen's sales activities, its promotional methods and its customers over the course of his employment relationship with Evergreen. The agreement protects this information, partly by forbidding Mr. Henderson from engaging in business activities that are "substantially similar" to those of Evergreen. Evergreen has offered to agree that it will not enforce the "substantially similar" business restriction only on the condition that Mr. Henderson agree to fully comply with all of the non-competition and non-solicitation restrictions in paragraph 15.

Those non-competition and non-solicitation restrictions are reasonable and enforceable. Paragraph 15 does not unduly restrain Mr. Henderson's freedom of employment. Under the compromise we are offering, Mr. Henderson is free to solicit and service customers as long as they were not served by Evergreen during the three-year period before his termination. Washington courts have readily enforced similar restrictions in much less egregious circumstances. For example, in *Perry v. Moran*, 109 Wn.2d 691, 748 P.2d 224 (1987), *modified on other grounds*, 111 Wn.2d 885, 766 P.2d 1096 (1989), the Washington Supreme Court held an agreement reasonable and enforceable even though it restricted the former employee from servicing her former employer's customers regardless of whether she'd had any contact with those customers during her one year of employment. The agreement's enforceability also

was not undermined by the facts that the former employee never actually solicited her former employer's customers and that she only performed services for those customers after they had terminated their relationships with her former employer. *See also Knight, Vale & Gregory v. McDaniel*, 37 Wn. App. 366, 680 P.2d 448 (1984) (three-year non-solicitation restraint held reasonable and enforceable).[1]

In light of your reference to information in Mr. Henderson's memory, we also want to remind you that confidential customer information qualifies as a "trade secret" under both the Washington statutory law and the agreement itself. *See* RCW 19.108.010; Agreement ¶ 12(a). It is no defense to an action brought under the Washington Uniform Trade Secrets Act that the relevant customer information was in the employee's memory, rather than on paper or in some other medium. *See Ed Nowogroski Ins., Inc. v. Rucker*, 137 Wn.2d 427, 971 P.2d 926 (1999). Under Washington law, confidential client lists or information committed to memory by a former employee still constitute trade secrets for purposes of the Uniform Trade Secrets Act. Mr. Henderson is misappropriating Evergreen's trade secrets if he is using Evergreen's confidential customer information in any way, regardless of whether he accesses that information through his memory or through a document.

Although Evergreen would prefer not to escalate this matter, you should be aware that Evergreen intends to protect its legitimate business interests and trade secrets, and to enforce all applicable contractual, statutory and other legal rights. This would include asking a court to immediately enjoin Mr. Henderson from breaching the agreement. Given the terms of the agreement and the undisputed facts, we would expect to prevail. As noted above, the agreement is reasonably drafted to protect Evergreen's legitimate business interests. Mr. Henderson has repeatedly solicited Evergreen's current customers, so there is no question about his intent. We do not

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[1] Even the case you cited in our telephone conversation earlier today notes that Washington courts have held restrictive covenants "necessary to protect a business from the unfair advantage a former employee may have by reason of personal contact with the employer's patrons or customers, [and] acquisition of information 'as to the nature and character of the business and the names and requirements of the patrons or customers' during his or her employment." *Copier Specialists, Inc. v. Gillen*, 76 Wn. App. 771, 774, 887 P.2d 919 (1995) (quoting *Wood v. May*, 73 Wn.2d 307, 310, 438 P.2d 587 (1968)) (declining to enforce covenant where short-time non-sales employee had very limited customer contact and there were no client lists to protect).

think his blatant disregard for his contractual commitments and for his obligations to Evergreen is likely to generate much (if any) sympathy from a court.

We expect that you will direct your client to immediately suspend any solicitation of or dealings with Evergreen customers. All reasonable steps must be taken to ensure the immediate return of all Evergreen property or confidential documents, regardless of their form. If we do not receive the written assurances that Evergreen has requested by the close of business on Tuesday, March 5, then we will take whatever further steps we deem appropriate to protect Evergreen's interests.

Very truly yours,

Karen P. Kruse

KPK:dn

P.S.—During our conversation this afternoon, you advised that you had reviewed with your client our concerns about whether he has any Evergreen records or documents at his home or on his personal computer. Based on that review, it's your understanding that he does not have any Evergreen records or documents in his possession, custody or control. I asked you to provide your client's written assurance to that effect, but you needed to talk to your client before you could commit to do so.

F|R|F|R

FRANK ROSEN FREED ROBERTS LLP

ATTORNEYS AT LAW

March 5, 2002

Via facsimile and regular mail (206-583-8500)

Karen Cruse
Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099

SUITE 1200
HOGE BUILDING
705 SECOND AVENUE
SEATTLE, WASHINGTON
98104-1798

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STEVEN B. FRANK
JON HOWARD ROSEN
CLIFFORD FREED
MARY E. ROBERTS
MICHAEL C. SUBIT
SEAN MARSHALL PHELAN

Of Counsel
JOYCE L. THOMAS

RE: Gregg Henderson/Sammamish Sourcing and Evergreen Technology Sales, Inc.

Dear Karen:

I am in receipt of your letter dated March 4, 2002. Let me first clear up a few issues. In your letter, you state that during our conversation on February 25th, I "indicated that Mr. Henderson may have Evergreen customer information in his memory." This triggered a concern iterated later in your letter with response to Mr. Henderson's obligations pursuant to Washington's Uniform Trade Secrets Act, and the holding in *Ed Nowogroski Ins., Inc. v. Rucker*, 137 Wn.2d 427, 971 P.2d 926 (1999). The fact is, I expressed to you my belief that Mr. Henderson had extremely limited Evergreen customer information in his memory; that he had absolutely no information with respect to any Evergreen customers that were outside of his territory, and very limited recollection with respect to customers in his territory. Thus, while it is true Mr. Henderson may have the names of a few Evergreen customers committed to his memory, it should not be a big issue. In any event, Mr. Henderson is well informed with respect to his statutory obligations.

As we also discussed, it is our position that the noncompete provision of the Agreement, paragraph 16, may be unenforceable insofar as Evergreen will be unable to demonstrate a protectable business interest, and because the provision interferes unduly with Mr. Henderson's ability to make a living. Additionally, I think it is likely that a court would, for the same reasons, restrict paragraph 15 of the agreement to customers with whom Mr. Henderson had contact, especially given the fact that Evergreen purports to have customers across the country. Finally, and as we also discussed, Mr. Henderson might have a claim for wrongful discharge in violation of public policy, based on his belief that he was terminated because he complained of Evergreen's illegal and unethical

EXHIBIT

practices. In the event that Evergreen were to move to enforce the agreement, Mr. Henderson would assert such a counterclaim, and further assert that Evergreen's wrongful termination of his employment relieved him of any responsibilities with respect to his employment agreement.

Notwithstanding these contentions, Mr. Henderson is aware of the fact that litigation would have a disruptive effect on his business, as well as Evergreen's. He thus responds to your proposal in the following way:

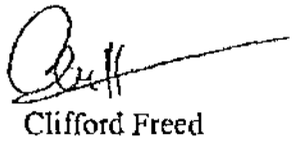
1. He will fully abide by paragraph 15 of the agreement. However, in order for him to comply, it is Evergreen's burden to provide Mr. Henderson with a list of customers with whom Evergreen transacted business at any time during the three years preceding Mr. Henderson's termination. Otherwise, it will not be possible for Mr. Henderson to know whether contact with any prospective customer would be violative of the agreement. Mr. Henderson can not be expected to comply in a vacuum.

2. Mr. Henderson will refrain from disparaging Evergreen during the next two years, if Evergreen refrains from disparaging him and Sammamish Sourcing during the same period.

3. Mr. Henderson has provided me an e-mail certification that he has nothing belonging to Evergreen, and I will be glad to forward it to you. However, Mr. Henderson advises me that Evergreen has in its possession a Sun Microsystems manual which belongs to him, and which the Company would not allow him to take with him when he was terminated. We want Evergreen to agree to return that manual.

I look forward to your response.

Very truly yours,



Clifford Freed

CF:sd
CC Gregg Henderson
R:\Henderson, Gregg\cruse.let 030502.wpd

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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

THE HONORABLE PARIS K. KALLAS

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

EVERGREEN TECHNOLOGY SALES, INC., a Washington corporation, Plaintiff, v. GREGG A. HENDERSON and JULIE HENDERSON, husband and wife, d/b/a Sammamish Sourcing Co., Defendants.	NO. 02-2-06283-1SEA ~~[PROPOSED]~~ ORDER AND CONSENT JUDGMENT [CLERK'S ACTION REQUIRED]

Through their respective counsel of record, plaintiff Evergreen Technology Sales, Inc. ("Evergreen") and defendants Gregg A. Henderson and Julie Henderson (collectively, the "Hendersons") hereby stipulate as follows and consent to the Court's entry of the Order and Consent Judgment set forth herein.

ORIGINAL

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1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

STIPULATIONS

1. Evergreen is a reseller of remarketed computer products to companies throughout the United States and Canada. Until February 2001, Evergreen was known as U.S. Computer Corporation. The term "Evergreen" is used herein to refer to the company that first was known as U.S. Computer Corporation and currently is known as Evergreen Technology Sales, Inc.

2. Defendant Gregg A. Henderson ("Henderson") was employed by Evergreen as an account representative from August 7, 2000 through January 22, 2002, when Evergreen terminated the employment relationship. As an Evergreen account representative, Henderson was responsible for soliciting orders on behalf of Evergreen for the purchase, sale or lease of computer products.

3. In exchange for valuable consideration, Henderson entered into an Employment & Restrictive Covenants Agreement ("Restrictive Covenants Agreement") with Evergreen on August 9, 2000.

4. Since January 22, 2002, Henderson has engaged in activities that violate the Restrictive Covenants Agreement. These activities include but are not limited to doing business as Sammamish Sourcing Co. ("Sammamish Sourcing"), a business substantially similar to Evergreen, and soliciting Evergreen customers on behalf of Sammamish Sourcing.

5. On or about March 7, 2002, Evergreen filed a lawsuit captioned *Evergreen Technology Sales, Inc. v. Gregg A. Henderson and Julie Henderson, husband and wife, d/b/a Sammamish Sourcing Co.*, in King County Superior Court for the State of Washington (the "Lawsuit"). The Court assigned the Lawsuit Cause No. 02-2-06283-1SEA.

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6. In the Lawsuit, Evergreen advanced claims for breach of contract, conversion, promissory estoppel, and misappropriation of trade secrets, and sought remedies of injunctive relief, damages, and attorneys' fees and costs.

7. The Hendersons were served with the summons and complaint in the Lawsuit on March 7-8, 2002.

8. On March 11, 2002, Evergreen served on the Hendersons' counsel and filed with the Court Plaintiff's Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery and supporting papers.

9. On March 12, 2002, after considering the written and oral submissions by both Evergreen and the Hendersons, the Ex Parte Department of this Court entered an Order Granting Plaintiff's Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery (the "TRO").

10. By agreement of the parties and order of the Court, the TRO has been extended in full force and effect until April 8, 2002.

11. The parties have reached agreement on mutually acceptable terms for settling the issues raised in the Lawsuit, and have entered into the Settlement Agreement that is attached as Exhibit A. The terms of Exhibit A are hereby incorporated by reference into these stipulations. Exhibit 1 to the Settlement Agreement is a copy of the Restrictive Covenants Agreement (without copies of the compensation plans that are attachments to the Restrictive Covenants Agreement).

NOW, THEREFORE, based on the above stipulations and the records and files herein, Evergreen and the Hendersons jointly request the Court to enter the Order and Consent Judgment set forth below:

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ORDER AND CONSENT JUDGMENT

For good cause shown, the Court hereby **ACCEPTS** the parties' above stipulations and **ORDERS** entry of this consent judgment:

1. **Settlement Agreement Incorporated by Reference.** The Settlement Agreement attached as Exhibit A is hereby incorporated by reference as part of this Consent Judgment.

2. **Restrictive Covenants Reasonable and Enforceable.** Henderson has continuing obligations to Evergreen under the Restrictive Covenants Agreement until January 22, 2004 (the "Term"). Through the Settlement Agreement, the parties have stipulated that the Restrictive Covenants Agreement, including its paragraphs 15-16, imposes reasonable restrictions in light of the facts present here and the relevant legal factors. The Court accepts this stipulation and holds the Restrictive Covenants Agreement enforceable according to its terms, including but not limited to the full scope of its paragraphs 15-16.

3. **Injunctive Relief.** The Court hereby **GRANTS** the following injunctions against the Hendersons (including all persons acting on behalf of or in active concert or participation with them who receive actual notice of this Order):

   a. For the duration of the Term, the Hendersons are **ENJOINED** from engaging in, or continuing to engage in, a substantially similar business to Evergreen.

   b. For the duration of the Term, Henderson is **ENJOINED** from commencing or continuing employment with Sammamish Sourcing Co., Affiliated Sourcing Co., or any other business that is substantially similar to Evergreen.

   c. For the duration of the Term, Henderson is **ENJOINED** from owning, maintaining or participating in any business that is substantially similar to Evergreen.

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d. For the duration of the Term, Henderson is **ENJOINED** from soliciting, servicing or otherwise dealing with any Evergreen customer as defined in paragraph 15 of the Restrictive Covenants Agreement with regard to their requirements for the purchase, lease or servicing of products similar to those of Evergreen.

e. Henderson is **ENJOINED** from otherwise violating the terms of the Restrictive Covenants Agreement;

f. The Hendersons are **ORDERED** to immediately return to Evergreen any and all Evergreen documents, data or other property that remains in their possession, custody or control.

g. The Hendersons are **PERMANENTLY ENJOINED** from interfering or attempting to interfere with Evergreen's property rights.

h. The Hendersons are **PERMANENTLY ENJOINED** from using or disclosing any of Evergreen's confidential, proprietary or trade secret information or documents.

4. **Bond.** The bond that plaintiff filed with the Court in connection with the TRO is hereby **RELEASED**.

5. **Future Claims Unaffected.** Nothing in this Consent Judgment precludes Evergreen from asserting any claims or rights that arise solely after Evergreen's stipulation to this Consent Judgment, or that are based upon the inaccuracy of any representation or warranty that has been made to Evergreen through the Settlement Agreement.

6. **Court's Continuing Jurisdiction.** The Court hereby **RETAINS JURISDICTION** over the parties and the subject matter until January 23, 2004, for the purposes of deciding any disputes or issues that may arise regarding the interpretation or

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application of, or compliance with, this Consent Judgment. Any such disputes or issues must be adjudicated in this Court, and only in this Court. The Court may enforce this Consent Judgment by appropriate orders, including contempt remedies, upon a properly supported motion by a party hereto.

7. **Final Judgment.** Effective upon the date of its entry, this Consent Judgment shall be deemed a final judgment within the meaning of Civil Rule 54. All remaining causes of action in the Lawsuit are hereby dismissed with prejudice. There shall be no further proceedings in the Lawsuit except as expressly permitted by law or by this Consent Judgment.

IT IS SO AGREED:

FOR EVERGREEN:

Date: April 4, 2002

PERKINS COIE LLP

By _____
Karen P. Kruse, WSBA #19857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

FOR THE HENDERSONS:

Date: March 29, 2002

FRANK ROSEN FREED ROBERTS LLP

By _____
Clifford Freed, WSBA #14348
Attorneys for Defendants Gregg A. Henderson and Julie Henderson

COURT'S ORDER AND ENTRY OF CONSENT JUDGMENT

The Court hereby **ACCEPTS** the parties' above stipulation and **ORDERS** entry of the Consent Judgment set forth above as of the date inscribed below. The Clerk of the Court

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Seattle, Washington 98101-3099
(206) 583-8888

shall send conformed copies of this Order and Consent Judgment to counsel of record for all parties.

DATED: April 5, 2002

Paris K. Kallas

HON. PARIS K. KALLAS
King County Superior Court Judge

Presented by:

PERKINS COIE LLP

By Karen P. Kruse
Karen P. Kruse, WSBA #19857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

Approved as to Form; Notice of Presentation Waived

FRANK ROSEN FREED ROBERTS LLP

By Cliff Freed
Cliff Freed, WSBA #14348
Attorneys for Defendants Gregg A. Henderson and Julie Henderson

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered by and between plaintiff Evergreen Technology Sales, Inc. ("Evergreen"), a Washington corporation, and defendants Gregg A. Henderson ("Henderson") and Julie Henderson, husband and wife (collectively, the "Hendersons").

BACKGROUND

A. Evergreen is a reseller of remarketed computer products to companies throughout the United States and Canada. Until February 2001, Evergreen was known as U.S. Computer Corporation. The term "Evergreen" is used herein to refer to the company that first was known as U.S. Computer Corporation and currently is known as Evergreen Technology Sales, Inc.

B. Henderson was employed by Evergreen as an account representative from August 7, 2000 through January 22, 2002, when Evergreen terminated the employment relationship. As an Evergreen account representative, Henderson was responsible for soliciting orders on behalf of Evergreen for the purchase, sale or lease of computer products.

C. In exchange for valuable consideration, Henderson entered into an Employment & Restrictive Covenants Agreement ("Restrictive Covenants Agreement") with Evergreen on August 9, 2000. Exhibit 1 to this Agreement is a copy of the Restrictive Covenants Agreement (without copies of the compensation plans that are attachments to the Restrictive Covenants Agreement).

D. Since January 22, 2002, Henderson has engaged in activities that violate the Restrictive Covenants Agreement. These activities include but are not limited to doing business as Sammamish Sourcing Co. ("Sammamish Sourcing"), a business substantially similar to Evergreen, and soliciting Evergreen customers on behalf of Sammamish Sourcing.

E. On or about March 7, 2002, Evergreen filed a lawsuit captioned *Evergreen Technology Sales, Inc. v. Gregg A. Henderson and Julie Henderson, husband and wife, d/b/a Sammamish Sourcing Co.*, in King County Superior Court for the State of Washington (the "Lawsuit"). The Court assigned the Lawsuit Cause No. 02-2-06283-1SEA. In the Lawsuit, Evergreen advanced claims for breach of contract, conversion, promissory estoppel and misappropriation of trade secrets. Evergreen sought injunctive relief, damages, and attorneys' fees and costs. The Hendersons were served with the summons and complaint on March 7-8, 2002.

F. On March 11, 2002, Evergreen served on the Hendersons' counsel and filed with the Court Plaintiff's Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery. On March 12, 2002, the Court entered the Order Granting Plaintiff's

EXHIBIT A

Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery (the "TRO"). A copy of the TRO is attached as Exhibit 2.

G. To facilitate settlement negotiations, the parties subsequently agreed to extend the expedited discovery deadlines set in the TRO, and obtained Court approval to delay the preliminary injunction hearing ordered by the TRO from March 25, 2002 until April 8, 2002.

H. Having reached agreement on a mutually acceptable terms for settlement, the parties now enter this Agreement in order to set forth those terms and to resolve the issues pending in the Lawsuit without the expenses, uncertainties and delays of further legal proceedings.

AGREEMENTS

In consideration of the mutual promises contained herein, Evergreen and the Hendersons hereby agree as follows:

1. **[Proposed] Order and Consent Judgment.** The parties agree to sign and submit to the Court for entry the form of [Proposed] Order and Consent Judgment that is attached as Exhibit 3. All of the parties shall support entry of Exhibit 3 without modification. However, should the Court find any portion of Exhibit 3 unacceptable, the parties agree to confer further about that subject with the goal of negotiating a mutually acceptable modification that will be acceptable to the Court.

2. **Full Compliance with Restrictive Covenants Agreement.** The Hendersons reaffirm that Henderson has continuing obligations to Evergreen under the Restrictive Covenants Agreement, and they agree to fully comply with it. This includes but is not limited to the full scope of paragraphs 15-16 of the Restrictive Covenants Agreement. The Hendersons hereby stipulate that the Restrictive Covenants Agreement, including its paragraphs 15-16, imposes reasonable restrictions in light of the facts present here and the relevant legal factors. In the interest of preventing future disputes—and not as an exhaustive listing of prohibited activities—the parties expressly agree that, during the period of January 23, 2002 through January 22, 2004, inclusive, the Restrictive Covenants Agreement prohibits Henderson from being employed by, working for, or otherwise consulting, assisting, or performing services for Kenneth A. ("Kenny") Becker, William P. ("Bill") Conley, Datex or Datexstorage, or any other business substantially similar to Evergreen that may be owned or operated by Mr. Becker or Mr. Conley.

3. **No Substantially Similar Business Interests.** The Hendersons agree to immediately and fully divest themselves of any and all interest they may have in Sammamish Sourcing, Affiliated Sourcing or any other substantially similar business. The Hendersons agree that during the period of January 23, 2002 through January 22, 2004, inclusive, they shall not directly or indirectly own, maintain, participate in, or have any employment or other interest in, any business that is substantially similar to Evergreen. The Hendersons warrant and represent to Evergreen that, as of the date(s) they sign this Agreement, they have no

and represent to Evergreen that, as of the date(s) they sign this Agreement, they have no interest in any businesses that are prohibited by this paragraph or by paragraph 16 of the Restrictive Covenants Agreement.

4. **Inspection of Computer(s).** The Hendersons warrant and represent to Evergreen that they have produced for inspection by Evergreen's forensic computer expert all of the computer(s) they have used at their home, including laptop computers, and any other computers that Henderson has used to conduct any business since January 22, 2002. The Hendersons have thereby allowed Evergreen's forensic computer expert: (a) to search all such computers for any Evergreen documents, including customer or prospect lists, and any other Evergreen trade secrets or proprietary or confidential Evergreen documents or information; and (b) to remove all such information or documents. The Hendersons agree to hold Evergreen harmless for any damage to their computer(s) that may have occurred due to the inspection, search or removal of such information or documents.

5. **Affidavit Reflecting Return of Property.** Henderson agrees to provide Evergreen with the original of an affidavit acceptable to Evergreen, made under oath and on penalty of perjury, that (a) fully discloses Henderson's efforts to locate any and all Evergreen property remaining within his possession, custody or control, including all Evergreen information and documents; (b) certifies that he has returned all such property to Evergreen; and (c) certifies that he is no longer in possession of any Evergreen property in any form (whether electronic or otherwise). Henderson hereby represents and warrants to Evergreen that every statement in the affidavit provided under this paragraph is true, and that the affidavit does not omit any material facts.

6. **Nondisparagement.** The parties agree that they will refrain from taking any action, or from making or repeating any statements in any forum, about an opposing party in this Lawsuit if the statement has any tendency to harm the reputation or interests of that opposing party. This paragraph shall not prevent any party from giving truthful testimony if compelled to do so by subpoena, court order or other legal process.

7. **The Hendersons' Release of Claims.** The Hendersons, and each of them, hereby release and forever waive any and all claims that they may have against Evergreen that arise out of or are in any way connected with Henderson's employment relationship with Evergreen, the termination thereof, or Evergreen's subsequent efforts to enforce the Restrictive Covenants Agreement, regardless of whether those claims are now known or unknown. The Hendersons hereby agree that this general release of claims extends not only to Evergreen, but also to all of Evergreen's parent or affiliated companies, and to all of their respective officers, directors, stockholders, managers, employees, joint ventures, insurers, employee benefit plans, agents and representatives, whether past or present. The Hendersons further agree that this general release of claims includes, but is not limited to, any claims for wages, commissions, bonuses, stock, stock options, employment benefits, lost profits or opportunities, attorneys' fees and costs, and damages or remedies of any other kind.

Therefore, this general release includes, but is not limited to, all claims based on any of the following:

a. any contracts or legally enforceable promises, express or implied;

b. any covenant of good faith and fair dealing, express or implied;

c. any theory of wrongful discharge or other legal restriction on an employer's right to terminate employees;

d. any duty of reasonable accommodation;

e. any theory of public policy violation, interference with contractual relations or business expectancy, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, or any other common-law tort;

f. Title VII of the Civil Rights Act of 1964;

g. the Americans with Disabilities Act;

h. the Family and Medical Leave Act;

i. the Equal Pay Act;

j. the Employee Retirement Income Security Act;

k. the Washington Law Against Discrimination;

l. Chapters 49.46, 49.48 and 49.52 of the Revised Code of Washington; and

m. any other potentially applicable civil rights or employment laws, statutes, ordinances or regulations, or any other legal limitation on the employment relationship.

8. **Evergreen's Release of Claims.** Henderson makes the following representations and warranties to Evergreen:

a. that he has disclosed to Evergreen all facts that were or are material to Evergreen's relationships with its actual or prospective customers and/or other business opportunities;

b. that—unless it otherwise appears from specific factual disclosures made by Henderson to Evergreen before the date of signing this Agreement—throughout the course of his employment relationship with Evergreen, Henderson has acted within the scope of the authority he was given by Evergreen and he has not violated the duty of loyalty that he owed Evergreen as one of its employees; and

c. that Henderson has not disclosed any Evergreen trade secrets or proprietary or confidential information or documents to any third parties (other than his counsel), including but not limited to Kenneth A. ("Kenny") Becker, William P. ("Bill") Conley, Datex, Datexstorage or any other business that may be owned or operated by Mr. Becker or Mr. Conley.

All of the representations and warranties made above and elsewhere in this Agreement are material inducements to Evergreen's release of claims. Solely on the condition that all of these representations and warranties are true, Evergreen hereby releases and forever waives any and all claims that it may have against the Hendersons, or either of them, that arise out of or are in any way connected with Henderson's employment relationship with Evergreen, the termination thereof, or Evergreen's subsequent efforts to enforce the Restrictive Covenants Agreement. Evergreen agrees that this general release of claims includes, but is not limited to, any claims for breach of the Restrictive Covenants Agreement, conversion, promissory estoppel, trade secret misappropriation, or any other claim against the Hendersons, or either of them, that Evergreen brought, or could have brought, in the Lawsuit.

9. Evergreen's Representation to Henderson. Evergreen represents to Henderson that it has disclosed to Henderson all material facts of which it is aware relating to any alleged acts by Henderson that would be violative of any of obligations he has to Evergreen that relate to the subject matter of paragraphs 8.a. through 8.c. above.

10. Liquidated Damages for Breach of This Agreement. The parties agree that any breach of this Agreement will harm Evergreen in amounts that will be difficult to determine. These damages would include loss of goodwill and potential business opportunity(ies), as well as the need to invest further money and resources in enforcing Evergreen's conceded rights under the Restrictive Covenants Agreement. The Hendersons therefore agree that if they, or either of them, breaches this Agreement, Evergreen shall, at its option, be entitled to demand from them an amount of liquidated damages that shall be calculated as follows: (a) the total amount of the attorneys' fees and costs actually incurred by Evergreen in connection with the Lawsuit (including the settlement of same); plus (b) prejudgment interest on these attorneys' fees and costs at the Washington statutory rate (12% per annum); plus (c) Five Thousand Dollars ($5,000.00) for each such breach of this Agreement. The parties agree that the above calculation does not impose a penalty, but provides a fair and reasonable forecast of the damages that Evergreen actually would incur from such a breach of this Agreement.

11. Entire Agreement. This Agreement: (a) contains the entire understanding of the parties with respect to the subject matter covered; (b) supersedes all prior or contemporaneous understandings, whether oral or written; and (c) only can be amended in a written instrument signed by both parties. Nothing in this Agreement shall affect the terms and conditions of the Restrictive Covenants Agreement between Henderson and Evergreen.

12. Choice of Law. This Agreement shall be interpreted, construed and enforced in accordance with the substantive laws of the State of Washington, without regard to its provisions regarding conflicts of laws.

13. Prevailing Party Attorneys' Fees and Costs. In the event of an action to enforce this Agreement, the Court shall award to the prevailing party or parties the reasonable attorneys' fees and costs that it or they incurred in the enforcement action. Except as

otherwise provided in paragraph 10, each party shall bear its own attorneys' fees and costs for the Lawsuit.

14. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is found invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect to the maximum extent consistent with applicable law.

15. Knowing and Voluntary Waiver. The Hendersons acknowledge: (a) that they have consulted with their attorneys, Clifford Freed and Frank Rosen Freed Roberts LLP, before signing this Settlement Agreement; (b) that they understand the terms of this Agreement; and (c) that they have been given a reasonable period of time within which to consider whether to enter into this Agreement. Each of the Hendersons represents and agrees that he or she enters into this Agreement knowingly and voluntarily, without duress or coercion from any source.

IT IS SO AGREED:

EVERGREEN TECHNOLOGY SALES, INC.

By _____

(print) S. G. HAMILTON

Title PRESIDENT

THE HENDERSONS:

_____
Gregg A. Henderson

3/29/02
Date

SUBSCRIBED AND SWORN TO BEFORE ME this 29th day of March, 2002.

_____
Notary Public in and for the State of Washington, residing at Woodinville
My Commission Expires: 12/22/05

Julie Henderson

Julie Henderson

March 29th, 2002

Date

SUBSCRIBED AND SWORN TO BEFORE ME
this 29th day of March, 2002.

Notary Public in and for the State of Washington,
residing at Issaquah
My Commission Expires: 12/22/05

SANDRA K. DENNERLEIN
NOTARY PUBLIC
COMMISSION EXPIRES 12-22-05
STATE OF WASHINGTON

EXHIBIT 1

COMPUTER
CORPORATION

EMPLOYMENT & RESTRICTIVE COVENANTS

This Employment Agreement ("Agreement") is effective this 9th day of August, 2000. In consideration of the mutual promises of the parties hereto, this Agreement is by and between U.S. Computer Corp. a Washington Corporation, (herein referred to as "U.S. Computer") and Gregg Henderson (herein after referred to as "Employee").

U.S. COMPUTER CORP. AGREES AS FOLLOWS:

1. To furnish Employee with customer and territory responsibilities, available sales promotional literature and such necessary coaching and training as U.S. Computer Corp. feels necessary to:

   (a) Enable Employee to perform adequately his duties under this Agreement; and

   (b) Enable Employee to become a specialist in the field of sales and services for U.S. Computer Corp.

2. That Employee is one of U.S. Computer Corp.'s representatives responsible for the solicitation of orders to buy, sell, lease products from U.S. Computer Corp., subject to Employee's adherence to U.S. Computer's rules guidelines, procedures and practices, as may be determined by U.S. Computer Corp. from time to time as it deems necessary. Employee is under the direction of Bill Conley.

3. In consideration of training, compensation, education, and business opportunity, Employee does hereby work for U.S. Computer Corp. on an "at will" basis with a compensation rate of $32000.00 per year. Employee's commission compensation shall be based upon a written plan (See Exhibit 1, which is attached and incorporated herein by this reference, and which may be modified from time to time as U.S. Computer Corp. deems necessary). Employee may receive other fringe benefits as may be determined or modified by U.S. Computer Corp. as it deems necessary.

4. The Employee will receive two (2) week's vacation per year, available at the Employee's discretion, with prior notice. The Employee will also receive five (5) sick days per year.

5. The Employee will receive medical benefits, and be reimbursed for business related expenses.

Initials

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EXHIBIT 1

6. U.S. Computer Corp. reserves the right to charge Employee with any expense that U.S. Computer Corp. determines that is has incurred due to misrepresentation or other irregularities attributable to Employee.

7. Employee is employed at will (indefinite duration) and either U.S. Computer Corp. or Employee has the right to terminate employee's employment with U.S. Computer Corp. with or without cause immediately upon notice (verbal or written). Upon termination of employment, by either Employee or U.S. Computer Corp., all of U.S. Computer Corp.'s property, as determined by U.S. Computer Corp., given to Employee must be returned to U.S. Computer Corp. immediately, or by a date required by U.S. Computer Corp.

EMPLOYEE AGREES AS FOLLOWS:

8. To be working as of the date of this Agreement, devoting Employee's entire time and attention exclusively to the interests of U.S. Computer Corp. and the sale and promotion of its products, as determined by U.S. Computer Corp.

9. To submit, in accordance with U.S. Computer Corp.'s policies, all reports in accordance with U.S. Computer Corp.'s requirements and make sure other reports as may be required from time to time by U.S. Computer Corp. are completed on an accurate and timely basis.

10. To secure a volume of orders for the sale, lease or service of our products acceptable to U.S. Computer Corp.

11. To provide U.S. Computer Corp.'s products or service agreements at prices, terms, and conditions, as determined by U.S. Computer Corp., in effect at the time of the sale, lease or service.

12. That Employee shall not at any time, either during employment or after termination thereof either by Employee or U.S. Computer Corp. (except as an employee of U.S. Computer Corp.), use in any way, directly or indirectly, or reveal in any way, directly or indirectly, to any person the ideas, innovations, processes, inventions, formulae, methods or information regarding customer marketing, soliciting, sales and servicing, or trade secrets of U.S. Computer Corp.; and further specifically notes as examples:

    (a) That Employee agrees that any information obtained by Employee pertaining to U.S. Computer Corp.'s market plans or records, financial records or information, or U.S. Computer Corp. customers (e.g., customer lists, data and storage method, and manner used) are trade secrets between Employee and U.S. Computer Corp.; and

    (b) That employee agrees that the confidential information disclosed to Employee concerning the type and amount of products or service

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agreements purchased by each customer is a trade secret not to be disclosed to anyone outside of U.S. Computer Corp.

13. That all company property, as determined by U.S. Computer Corp., including, but not limited to, customer records, correspondence and U.S. Computer Corp.'s records furnished by U.S. Computer Corp. or compiled for it's Employees' use do remain the property of U.S. Computer Corp., subject to recall on U.S. Computer Corp.'s demand at any time or return immediately upon termination of employment by either Employee or U.S. Computer Corp., or by a date required by U.S. Computer Corp. Employee specifically acknowledges and agrees that payment of all salary and commissions that may be due Employee at the time of termination will be paid within ninety (90) days after receipt of all property (e.g., keys, software, customer lists, rolodex, manuals, documents, etc.) identified by U.S. Computer Corp., providing U.S. Computer Corp. determines that all charges have cleared and all accounts are paid (if these affect Employee compensation) so final settlement can be made. It is noted that Employee expressly agrees to this authorization for withholding of compensation on termination of employment.

14. That Employee is employed at will (indefinite duration) and either U.S. Computer Corp. or Employee has the right to terminate employment with or without cause immediately upon notice (verbal or written).

15. That during the term of employment, and for a period of twenty four (24) months after the termination thereof either by U.S. Computer Corp. or Employee, Employee shall not call upon, solicit, divert, take away, deliver to, sell, service, accept business from or otherwise deal with the customers of U.S. Computer Corp. in the United States or Canada with regard to their requirements for the purchase, lease or servicing of products similar to that of U.S. Computer Corp. except on behalf of U.S. Computer Corp.; nor shall Employee assist, directly or indirectly, others to do so. The term "customers" is limited to those customers of U.S. Computer Corp. who have transacted business with U.S. Computer Corp. within the thirty-six (36) month period immediately prior to termination of Employee's employment.

16. In further consideration of the above stated education, training, compensation and other considerations acknowledged and hereby accepted by Employee, Employee hereby agrees that during the term of employment and for a period of twenty-four (24) months following the date of termination of employment either by Employee or U.S. Computer Corp., for any reason, Employee shall neither directly or indirectly own, maintain, participate, or have any interest including employment (specifically, but not exclusively by Computech Systems, Corporation, Encryptic Systems, Genisys Systems, Triad Computer Connection, Lexsys Computer, Abtech Systems), in any business substantially similar to that covered by the employment contract between Employee and U.S. Computer Corp.

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17. That damages for breach of this Agreement would be difficult to assess immediately. Therefore, U.S. Computer Corp. and Employee expressly agree that U.S. Computer Corp. would suffer irreparable injury and it may at its election obtain immediate extraordinary relief (such as temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting bond or security) enforcing any sections of this Agreement; and that U.S. Computer Corp. also may seek damages for breach thereof, which shall also include all reasonable and necessary expenses of litigation, including reasonable attorneys' fees as may be appropriate in such litigation related to damages or injunctive relief.

18. That while employed at U.S. Computer Corp. and for a period of twenty four (24) months after termination of employment for any reason that Employee will not induce or attempt to influence directly or indirectly any employee if U.S. Computer Corp. to terminate his or her employment with U.S. Computer Corp. or to work for the Employee or any other person or entity.

19. That during employment at U.S. Computer Corp. that Employee will not use improperly or disclose any confidential or proprietary information or trade secrets of former or current employers, principals, partners, co-venturers, clients customers, or suppliers of the vendors or customers of such persons or entities and will not bring onto the premises of U.S. Computer Corp. any published document or any property belonging to such persons or entities or their vendors or customers unless such persons or entities have given their consent; and that Employee will not violate any non-disclosure or proprietary rights agreement Employee may have signed in connection with any such person or entity.

20. That Employee agrees that U.S. Computer Corp. will not be responsible for loss of, disappearance, or damage to personal property on U.S. Computer Corp. premises; and that Employee expressly releases, discharges, and holds U.S. Computer Corp. harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

21. To accept the conditions as set forth in this Agreement and abide by them.

22. This Agreement shall be construed in accordance with the laws of the State of Washington, and venue for any court proceedings shall either be in King County (Washington) Superior Court or the Federal Court for the Western District of Washington (Seattle).

23. If any provision is declared excessively broad, it shall be construed so as to afford U.S. Computer Corp. the maximum protection permissible by law. If any portion of this Agreement is declared unenforceable, it shall be treated as severed from this Agreement, and it shall not affect the enforceability of any other portion of this Agreement.

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24. This Agreement sets forth the entire Agreement of the parties as to Employee's employment with U.S. Computer Corp., and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of Employee's employment either by U.S. Computer Corp. or Employee.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I accept and sign my name this 9 day of August, 2000.

By: _____ Gregg Henderson
Employee Signature — Employee Name

By: U.S. COMPUTER CORP.

Bill Conley — Bill Conley
Signature — Name

8 9 00 — President
Date — Title

Witness: _____ 8/9/00
Signature — Date

GH Initials

U.S. Computer Corp. ▲ Phone 425.558.5800 ▲ Fax 425.558.0800 ▲ 15032 NE 95th Street ▲ Redmond, WA 98052

EXHIBIT 2

EXP01

THE HONORABLE PARIS K. KALLAS

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

EVERGREEN TECHNOLOGY SALES, INC., a Washington corporation, Plaintiff, v. GREGG A. HENDERSON and JULIE HENDERSON, husband and wife, d/b/a Sammamish Sourcing Co., Defendants.	NO. 02-2-06283-1SEA ~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER, ORDER TO SHOW CAUSE AND EXPEDITED DISCOVERY [CLERK'S ACTION REQUIRED]

This matter came before the Court on motion by plaintiff Evergreen Technology Sales, Inc. ("Evergreen") for a temporary restraining order, an order for defendants to show cause why a preliminary injunction should not issue against them, and an order for expedited discovery. Evergreen appeared by and through its attorneys, Perkins Coie LLP and Karen P. Kruse. Defendants Gregg A. Henderson and Julie Henderson, d/b/a Sammamish Sourcing

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Co., appeared by and through their attorneys, Frank Rosen Freed Roberts LLP and Clifford Freed. The Court has reviewed and considered: Plaintiff's Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery; the accompanying declarations of Naomi Rhoda, Adam Tomicich, Jerry Morales, Stephen G. Hamilton and Karen P. Kruse and the exhibits thereto; any written submissions made by the defendants; the oral arguments of those appearing; and the records and files herein. Being fully advised, the Court makes the findings, conclusions and orders below Statements of fact set forth below shall be treated as Findings of Fact, and statements of law shall be treated as Conclusions of Law.

I. FINDINGS AND CONCLUSIONS

1.1. Plaintiff Evergreen Technology Sales, Inc. is a Washington corporation with its principal place of business in Redmond, Washington.

1.2. Evergreen Technology Sales, Inc. originally was known as U.S. Computer Corporation, but the company changed its name to Evergreen Technology Services, Inc. in February 2001. The term "Evergreen" is used herein to refer to the company that first was known as U.S. Computer Corporation and currently is known as Evergreen Technology Sales, Inc.

1.3. Evergreen is a reseller of remarketed UNIX-based Hewlett Packard, Sun Microsystems, CISCO and other computer products. Evergreen's customers are companies throughout the United States and Canada.

1.4. Defendants Gregg A. Henderson ("Henderson") and Julie Henderson are husband and wife and are residents of the State of Washington.

1.5. Henderson was employed by Evergreen as an account representative from August 7, 2000 through January 22, 2002. As an Evergreen account representative,

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Henderson was responsible for soliciting orders for the purchase, sale or lease of computer products from Evergreen.

1.6. On August 9, 2000, Henderson signed an Employment & Restrictive Covenants Agreement ("Agreement") with Evergreen.

1.7. The consideration that Henderson received for signing the Agreement included continued employment with Evergreen; training in the sales and marketing of computer products; experience as an account representative selling computer products; and access to Evergreen property, including access to Evergreen's confidential, proprietary and trade secret information and documents.

1.8. The Agreement contains a number of provisions that are pertinent to the present motion, including paragraphs 12-13 and 15-17.

1.9. In paragraph 15 of the Agreement, Henderson agreed that for a period of twenty-four (24) months after the parties' employment relationship terminated, he would not solicit any of Evergreen's customers:

> [D]uring the term of employment, and for a period of twenty four (24) months after termination thereof either by [Evergreen[1]] or Employee, Employee shall not call upon, solicit, divert, take away, deliver to, sell, service, accept business from or otherwise deal with the customers of [Evergreen] in the United States or Canada with regard to their requirements for the purchase, lease or servicing of products similar to that of [Evergreen] except on behalf of [Evergreen]; nor shall Employee assist, directly or indirectly, others to do so. The term "customers" is limited to those customers of [Evergreen] who have transacted business with [Evergreen] within the thirty-six (36) month period immediately prior to termination of Employee's employment.

---

[1] The Agreement uses the name U.S. Computer Corp., as it was signed before the company's name changed to Evergreen Technology Sales, Inc.

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Agreement ¶ 15.

1.10. In paragraph 16 of the Agreement, Henderson agreed that for a period of twenty-four (24) months after the parties' employment relationship terminated, he would not compete in a business substantially similar to Evergreen's:

> Employee hereby agrees that during the term of employment and for a period of twenty-four (24) months following the date of termination of employment either by Employee or [Evergreen], for any reason, Employee shall neither directly or indirectly own, maintain, participate, or have any interest including employment . . . in any business substantially similar to that covered by the employment contract between Employee and [Evergreen].

Agreement ¶ 16.

1.11. In paragraph 12 of the Agreement, Henderson agreed to protect the confidentiality of Evergreen's information, and to refrain from using or disclosing Evergreen's confidential and proprietary information and trade secrets. This paragraph requires Henderson to refrain from:

> us[ing] in any way, directly or indirectly, or reveal[ing] in any way, directly or indirectly, to any person the ideas, innovations, processes, inventions, formulae, methods or information regarding customer marketing, soliciting, sales and servicing, or trade secrets of [Evergreen] . . . .

Agreement ¶ 12. Henderson further agreed in this paragraph that the following are examples of the information and documents he must treat as Evergreen trade secrets:

> (a) . . . any information obtained by Employee pertaining to [Evergreen's] market plans or records, financial records or information, or [Evergreen] customers (e.g., customer lists, data and storage method, and manner used) . . .
>
> (b) . . . the confidential information disclosed to Employee concerning the type and amount of products or service agreements purchased by each customer . . .

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Id.

1.12. In paragraph 13, Henderson agreed to return "all company property, as determined by [Evergreen], . . . on [Evergreen's] demand at any time" and, in any case, "immediately upon termination of employment by either Employee or [Evergreen], or by a date required by [Evergreen]. Agreement ¶ 13. Henderson further agreed that Evergreen's property included "customer records, correspondence and [Evergreen's] records furnished by [Evergreen] or compiled for it's [sic] Employees' use," as well as "keys, software, customer lists, rolodex, manuals, documents, etc. . . . identified by [Evergreen]." Id.

1.13 In paragraph 17 of the Agreement, Henderson agreed as follows.

> that damages for breach of this Agreement would be difficult to assess immediately. Therefore, [Evergreen] and Employee expressly agree that [Evergreen] would suffer irreparable injury and it may at its election obtain immediate extraordinary relief . . . (without the necessity of posting bond or security) enforcing any sections of this Agreement; and that [Evergreen] also may seek damages for breach thereof, which shall also include all reasonable and necessary expenses of litigation, including reasonable attorneys' fees as may be appropriate in such litigation related to damages or injunctive relief.

Agreement ¶ 17.

1.14. In reasonable reliance on the promises Henderson made in the Agreement, Evergreen retained Henderson as an account representative; trained him in the sales and marketing of computer products; and gave him access to Evergreen property, including Evergreen's confidential, proprietary and trade secret information and documents.

1.15. Evergreen's reliance on the promises Henderson made in the Agreement was foreseeable to Henderson, and justifiable.

1.16. The information to which Evergreen gave Henderson access includes confidential information that is not generally known to the public or other companies

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engaging in businesses similar to Evergreen, nor readily ascertainable by them through proper means. A specific example is the information in the Evergreen customer database called ACT. Evergreen derives considerable value from the secrecy of this confidential information, and it makes reasonable efforts to protect the secrecy of this information. Those efforts include, among other things, limiting access to the information through user identification codes and password protections, and requiring employees with access to the information to enter written agreements requiring them to maintain confidentiality.

1.17. Honeywell, Inc. is a significant Evergreen customer. Henderson sold to and serviced Honeywell while he was employed as an Evergreen account representative.

1.18. On at least three separate occasions while he was employed as an Evergreen account representative, Henderson made efforts to divert certain Honeywell business away from Evergreen, either to himself or to a company that he owned or was operating, and for his own personal profit. Henderson's methods of attempted diversion included falsely stating to Honeywell, in written quotes he sent Honeywell as an Evergreen account representative, that part of Honeywell's order would be filled by an "Affiliated Sourcing Co." Evergreen had no such affiliate and it never authorized Henderson to make these statements.

1.19. On January 22, 2002, Evergreen terminated its employment relationship with Henderson. Evergreen has stated that it terminated Henderson for insubordination.

1.20. When Evergreen terminated its employment relationship with Henderson, it instructed him to pack his personal belongings, return Evergreen's property and leave the Evergreen premises. Before Henderson left the premises, Evergreen inspected the box he was taking with him and found several items of Evergreen property therein. Evergreen confiscated those items and did not permit Henderson to take them when he left.

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1.21. One of the items confiscated by Evergreen was a Sun Microsystems U.S. Price Book (February 2000) that is regularly used by Evergreen account representatives to configure computer systems for and quote product sales to Evergreen customers.

1.22. The week after Henderson's termination from Evergreen employment, he telephoned a former Evergreen coworker and asked her to get the Sun Microsystems book and meet him off Evergreen property to give it to him. She refused, and she also refused to comply with Henderson's request that she instead come into the office over the weekend to get the price book, when no one from Evergreen would see her.

1.23. Through an email sent to Henderson on January 24, 2002, Steve Hamilton, the President of Evergreen, reminded Henderson of his obligations under the Agreement:

> when you were hired by Evergreen, you signed an agreement that limits your activities after you leave the employment of Evergreen. Evergreen believes that agreement is enforceable and expects that you, and anyone who hires you, will abide by it. If you have any doubt about whether a particular activity might be considered by Evergreen to violate the agreement, then you are encouraged to contact me for clarification.

1.24. Henderson currently is doing business as Sammamish Sourcing Co. ("Sammamish Sourcing") from the Hendersons' home in Sammamish, Washington.

1.25. On February 5, 2002, Henderson sent an email solicitation to "Friends and Business Associates" stating that he had left Evergreen to "head up another firm." Sammamish Sourcing. The addressees of this email included existing customers of Evergreen with whom Henderson had formerly dealt on behalf of Evergreen. Henderson advised the email's addressees that his new company "should meet or surpass all [their] expectations for service, quality product, reputation and pricing." In the next sentence, Henderson asked the

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email's addressees to change their contact information from Evergreen to Sammamish Sourcing

1.26. Henderson's February 5, 2002 email solicitation to "Friends and Business Associates" violates the paragraph 15 of the Agreement.

1.27. Sammamish Sourcing has established a website at www.samsource.com. According to its website, Sammamish Sourcing is a reseller of UNIX-based hardware and networking equipment and has a "[p]articular expertise in Sun, Hewlett Packard, and Cisco hardware [sic]."

1.28. The business of Sammamish Sourcing is substantially similar to Evergreen's business.

1.29. Henderson has an ownership, employment and/or other interest in Sammamish Sourcing. He also maintains and/or participates in Sammamish Sourcing.

1.30. Henderson's relationship with and activities relating to Sammamish Sourcing violate paragraph 16 of the Agreement.

1.31. Based on the evidence available to the Court, unless a temporary restraining order is issued, Henderson intends to continue soliciting Evergreen customers in violation of paragraph 15 of the Agreement.

1.32. Based on the evidence available to the Court, unless a temporary restraining order is issued, Henderson intends to continue engaging in one or more businesses that are substantially similar to Evergreen in violation of paragraph 16 of the Agreement.

1.33. Evergreen will suffer actual, substantial and irreparable harm if Henderson is permitted to continue soliciting Evergreen customers in violation of paragraph 15 of the Agreement and/or engaging in any business that is substantially similar to Evergreen in violation of paragraph 16 of the Agreement.

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1.34. Injustice can be avoided only by enforcement of the promises that Henderson made to Evergreen in the Agreement.

1.35. The Court has jurisdiction over the defendants and the subject matter of this action.

1.36. Venue of this action is proper in King County, Washington.

1.37. Evergreen gave defendants reasonable notice of its motion for temporary restraining order and has substantially complied with the requirements of CR 65.

1.38. Evergreen has made a strong showing on the merits of its claims for breach of contract, promissory estoppel and misappropriation of trade secrets. Evergreen appears likely to succeed on these claims at trial, and it has demonstrated clear legal and equitable rights to the injunctive relief it seeks.

1.39. Based on the evidence available to the Court, Evergreen also has demonstrated a well-grounded fear that Henderson's violations of the Agreement and unlawful conduct may continue, resulting in actual, substantial and irreparable harm to Evergreen unless the Court issues a temporary restraining order enjoining such conduct.

1.40. Considering the equities of this case and the balance of hardships, it is appropriate and fair to enjoin defendants from such conduct until a hearing can be held on Evergreen's motion for preliminary injunction.

1.41. Evergreen should be granted this discovery on an expedited basis in order to facilitate the Court's hearing and decision of Evergreen's preliminary injunction motion.

II. ORDERS

Now, therefore, the Court hereby ORDERS as follows:

2.1. Evergreen's motion for temporary restraining order is GRANTED.

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2.2. Defendants are enjoined from engaging in, or continuing to engage in, a substantially similar business to Evergreen.

2.3. Henderson is enjoined from commencing or continuing employment with Sammamish Sourcing Co., Affiliated Sourcing Co., or any other business that is substantially similar to Evergreen.

2.4. Henderson is enjoined from otherwise owning, maintaining or participating in any business that is substantially similar to Evergreen.

2.5. Henderson is enjoined from soliciting, servicing or otherwise dealing with any Evergreen customer as defined in paragraph 15 of the Agreement

2.6. Defendants shall immediately return to Evergreen any and all Evergreen documents, data or other property in their possession, custody or control.

2.7. Defendants are enjoined from interfering or attempting to interfere with Evergreen's property rights.

2.8. Defendants are enjoined from using or disclosing any of Evergreen's confidential, proprietary or trade secret information or documents.

2.9. Henderson is enjoined from otherwise violating the terms of the Agreement.

2.10. Evergreen is entitled to expedited discovery under CR 26-37 and CR 45.

2.11. Defendants shall fully respond to Plaintiff's First Interrogatories and Requests for Production of Documents on or before ~~Friday~~ Monday, March ~~15~~ 18, 2002. KPK

2.12. Within 48 hours of the issuance of this order, defendants shall make available for inspection by Evergreen and its designated expert all of the computers they have used at their home, including laptop computers. Defendants shall produce the computers at the applicable business location of plaintiff's expert. The parties shall make reasonable

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arrangements for transferring the computers to and from the custody of Evergreen's expert for purposes of the inspection.

2.13. Henderson shall appear for deposition no later than March ~~19~~ 20, 2002, pursuant to a deposition notice to be issued by Evergreen. The parties shall make good faith efforts to schedule Henderson's deposition for a mutually agreeable date and time before this deadline.

2.14. ~~[No bond is required of plaintiff.]~~ [Plaintiff shall promptly post a bond of $ 5,000 with the Clerk of the Court for payment of costs and damages which may be incurred by any party found to be wrongfully restrained by this Order.]

2.15. Defendants shall appear before Judge Kallas at 8:30 a.m. on Monday, March 25, 2002, or at such other date and time as Judge Kallas may direct, to show cause (if any) why a preliminary injunction should not issue as requested by Evergreen. Evergreen requests an order to show cause why a preliminary injunction should not be granted, and to set a date for such a hearing.

2.16. This temporary restraining order shall take effect immediately and shall be effective until the Court makes its ruling on plaintiff's motion for preliminary injunction.

2.17. Pursuant to CR 65(d), this temporary restraining order is binding not only upon the defendants, but also upon their officers, agents, servants, employees and attorneys, and upon those persons in active concert or participation with them who receive actual notice of this Order.

Entered in open court this _____ day of March, 2002 at __:__ a.m./p.m.

JUDGE/COMMISSIONER

RECEIVED

MAR 12 2002

STEPHEN M. GADDIS
COURT COMMISSIONER

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

Presented by:

PERKINS COIE LLP

By _____
Karen P. Kruse, WSBA #19857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

Approved as to Form; Notice of Presentation Waived

FRANK ROSEN FREED ROBERTS LLP

By _____
Cliff Freed, WSBA #_____
Attorneys for Defendants Gregg A. Henderson and Julie Henderson, d/b/a Sammamish Sourcing Co.

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

EXHIBIT 3

THE HONORABLE PARIS K. KALLAS

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

EVERGREEN TECHNOLOGY SALES, INC., a Washington corporation, Plaintiff, v. GREGG A. HENDERSON and JULIE HENDERSON, husband and wife, d/b/a Sammamish Sourcing Co., Defendants.	NO. 02-2-06283-1SEA [PROPOSED] ORDER AND CONSENT JUDGMENT **[CLERK'S ACTION REQUIRED]**

Through their respective counsel of record, plaintiff Evergreen Technology Sales, Inc. ("Evergreen") and defendants Gregg A. Henderson and Julie Henderson (collectively, the "Hendersons") hereby stipulate as follows and consent to the Court's entry of the Order and Consent Judgment set forth herein.

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(206) 583-8888

STIPULATIONS

1. Evergreen is a reseller of remarketed computer products to companies throughout the United States and Canada. Until February 2001, Evergreen was known as U.S. Computer Corporation. The term "Evergreen" is used herein to refer to the company that first was known as U.S. Computer Corporation and currently is known as Evergreen Technology Sales, Inc.

2. Defendant Gregg A. Henderson ("Henderson") was employed by Evergreen as an account representative from August 7, 2000 through January 22, 2002, when Evergreen terminated the employment relationship. As an Evergreen account representative, Henderson was responsible for soliciting orders on behalf of Evergreen for the purchase, sale or lease of computer products.

3. In exchange for valuable consideration, Henderson entered into an Employment & Restrictive Covenants Agreement ("Restrictive Covenants Agreement") with Evergreen on August 9, 2000.

4. Since January 22, 2002, Henderson has engaged in activities that violate the Restrictive Covenants Agreement. These activities include but are not limited to doing business as Sammamish Sourcing Co. ("Sammamish Sourcing"), a business substantially similar to Evergreen, and soliciting Evergreen customers on behalf of Sammamish Sourcing.

5. On or about March 7, 2002, Evergreen filed a lawsuit captioned *Evergreen Technology Sales, Inc. v. Gregg A. Henderson and Julie Henderson, husband and wife, d/b/a Sammamish Sourcing Co.*, in King County Superior Court for the State of Washington (the "Lawsuit"). The Court assigned the Lawsuit Cause No. 02-2-06283-1SEA.

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6. In the Lawsuit, Evergreen advanced claims for breach of contract, conversion, promissory estoppel, and misappropriation of trade secrets, and sought remedies of injunctive relief, damages, and attorneys' fees and costs.

7. The Hendersons were served with the summons and complaint in the Lawsuit on March 7-8, 2002.

8. On March 11, 2002, Evergreen served on the Hendersons' counsel and filed with the Court Plaintiff's Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery and supporting papers.

9. On March 12, 2002, after considering the written and oral submissions by both Evergreen and the Hendersons, the Ex Parte Department of this Court entered an Order Granting Plaintiff's Motion for Temporary Restraining Order, Order to Show Cause and Expedited Discovery (the "TRO").

10. By agreement of the parties and order of the Court, the TRO has been extended in full force and effect until April 8, 2002.

11. The parties have reached agreement on mutually acceptable terms for settling the issues raised in the Lawsuit, and have entered into the Settlement Agreement that is attached as Exhibit A. The terms of Exhibit A are hereby incorporated by reference into these stipulations. Exhibit 1 to the Settlement Agreement is a copy of the Restrictive Covenants Agreement (without copies of the compensation plans that are attachments to the Restrictive Covenants Agreement).

NOW, THEREFORE, based on the above stipulations and the records and files herein, Evergreen and the Hendersons jointly request the Court to enter the Order and Consent Judgment set forth below:

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Seattle, Washington 98101-3099
(206) 583-8888

ORDER AND CONSENT JUDGMENT

For good cause shown, the Court hereby **ACCEPTS** the parties' above stipulations and **ORDERS** entry of this consent judgment:

1. **Settlement Agreement Incorporated by Reference.** The Settlement Agreement attached as Exhibit A is hereby incorporated by reference as part of this Consent Judgment.

2. **Restrictive Covenants Reasonable and Enforceable.** Henderson has continuing obligations to Evergreen under the Restrictive Covenants Agreement until January 22, 2004 (the "Term"). Through the Settlement Agreement, the parties have stipulated that the Restrictive Covenants Agreement, including its paragraphs 15-16, imposes reasonable restrictions in light of the facts present here and the relevant legal factors. The Court accepts this stipulation and holds the Restrictive Covenants Agreement enforceable according to its terms, including but not limited to the full scope of its paragraphs 15-16.

3. **Injunctive Relief.** The Court hereby **GRANTS** the following injunctions against the Hendersons (including all persons acting on behalf of or in active concert or participation with them who receive actual notice of this Order):

   a. For the duration of the Term, the Hendersons are **ENJOINED** from engaging in, or continuing to engage in, a substantially similar business to Evergreen.

   b. For the duration of the Term, Henderson is **ENJOINED** from commencing or continuing employment with Sammamish Sourcing Co., Affiliated Sourcing Co., or any other business that is substantially similar to Evergreen.

   c. For the duration of the Term, Henderson is **ENJOINED** from owning, maintaining or participating in any business that is substantially similar to Evergreen.

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1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

d. For the duration of the Term, Henderson is **ENJOINED** from soliciting, servicing or otherwise dealing with any Evergreen customer as defined in paragraph 15 of the Restrictive Covenants Agreement with regard to their requirements for the purchase, lease or servicing of products similar to those of Evergreen.

e. Henderson is **ENJOINED** from otherwise violating the terms of the Restrictive Covenants Agreement;

f. The Hendersons are **ORDERED** to immediately return to Evergreen any and all Evergreen documents, data or other property that remains in their possession, custody or control.

g. The Hendersons are **PERMANENTLY ENJOINED** from interfering or attempting to interfere with Evergreen's property rights.

h. The Hendersons are **PERMANENTLY ENJOINED** from using or disclosing any of Evergreen's confidential, proprietary or trade secret information or documents.

4. **Bond.** The bond that plaintiff filed with the Court in connection with the TRO is hereby **RELEASED**.

5. **Future Claims Unaffected.** Nothing in this Consent Judgment precludes Evergreen from asserting any claims or rights that arise solely after Evergreen's stipulation to this Consent Judgment, or that are based upon the inaccuracy of any representation or warranty that has been made to Evergreen through the Settlement Agreement.

6. **Court's Continuing Jurisdiction.** The Court hereby **RETAINS JURISDICTION** over the parties and the subject matter until January 23, 2004, for the purposes of deciding any disputes or issues that may arise regarding the interpretation or

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Seattle, Washington 98101-3099
(206) 583-8888

application of, or compliance with, this Consent Judgment. Any such disputes or issues must be adjudicated in this Court, and only in this Court. The Court may enforce this Consent Judgment by appropriate orders, including contempt remedies, upon a properly supported motion by a party hereto.

7. **Final Judgment.** Effective upon the date of its entry, this Consent Judgment shall be deemed a final judgment within the meaning of Civil Rule 54. All remaining causes of action in the Lawsuit are hereby dismissed with prejudice. There shall be no further proceedings in the Lawsuit except as expressly permitted by law or by this Consent Judgment.

IT IS SO AGREED:

FOR EVERGREEN:

Date: _____

PERKINS COIE LLP

By _____
Karen P. Kruse, WSBA #19857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

FOR THE HENDERSONS:

Date: _____

FRANK ROSEN FREED ROBERTS LLP

By _____
Clifford Freed, WSBA #14348
Attorneys for Defendants Gregg A. Henderson and Julie Henderson

COURT'S ORDER AND ENTRY OF CONSENT JUDGMENT

The Court hereby **ACCEPTS** the parties' above stipulation and **ORDERS** entry of the Consent Judgment set forth above as of the date inscribed below. The Clerk of the Court

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

shall send conformed copies of this Order and Consent Judgment to counsel of record for all parties.

DATED: _____.

_____
HON. PARIS K. KALLAS
King County Superior Court Judge

Presented by:

PERKINS COIE LLP

By _____
Karen P. Kruse, WSBA #19857
Theresa E. Pruett, WSBA #26063
Attorneys for Plaintiff Evergreen Technology Sales, Inc.

Approved as to Form; Notice of Presentation Waived

FRANK ROSEN FREED ROBERTS LLP

By _____
Cliff Freed, WSBA #14348
Attorneys for Defendants Gregg A. Henderson and Julie Henderson

PERKINS COIE LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
(206) 583-8888

38

FILED
08 NOV 10 PM 1:35
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

BRUCE E. HELLER

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

TBF FINANCIAL, LLC, Plaintiff, vs. GREGG HENDERSON and JANE DOE HENDERSON, and their marital community, Defendants.	NO. 08-2-38744-5 SEA SUMMONS

STATE OF WASHINGTON, TO: Defendants above named:

A lawsuit has been started against you in the above-entitled court by the above-named plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and serve a copy upon the undersigned attorneys for the plaintiff within 20 days after the service of this Summons, (or within 60 days after the service of this Summons, if you were served outside of the State of Washington) excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve notice of appearance on the undersigned attorneys, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the plaintiff. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service upon you of this Summons and Complaint will be void.

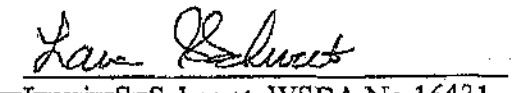
Schweet Rieke & Linde, PS
2955 80th Avenue SE, Suite 102
Mercer Island, WA 98040
p: 206.275.1010 • f: 206.381.0101

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

This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 22nd day of September, 2008.

SCHWEET RIEKE & LINDE, PLLC



Laurin S. Schweet, WSBA No. 16431
Attorney for Plaintiff

Schweet Rieke & Linde, PLLC
2955 80th Avenue SE, Suite 102
Mercer Island, WA 98040
p: 206.275.1010 • f: 206.381.0101

FILED
08 NOV 10 PM 1:35
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

BRUCE E. HELLER

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

TBF FINANCIAL, LLC Plaintiff, vs. GREGG HENDERSON and JANE DOE HENDERSON, and their marital community, Defendants.	08-2-38744-5 SEA NO. COMPLAINT

COMES NOW Plaintiff, TBF FINANCIAL, LLC, and alleges the following cause of action against defendants:

I. PARTIES

1.1 Plaintiff is a corporation duly organized and existing in the State of Illinois with its principal place of business in Deerfield, Illinois. Plaintiff has paid all its license fees and has satisfied all bonds and requirements and is legally authorized to bring this to action.

1.2 Defendant Gregg Henderson is an individual residing in the State of Washington. Plaintiff alleges and believes that the credit issued to the defendant Gregg Henderson was provided for the benefit of his marital community, if any.

Schweet Rieke & Linde, PLLC
2955 80th Avenue SE, Suite 102
Mercer Island, WA 98040
p: 206.275.1010 • f: 206.381.3101

II. JURISDICTION

2.1 The Court has jurisdiction over the parties and the subject matter of this action pursuant to RCW 4.28.185. Venue is appropriate pursuant to RCW 4.12 because and the defendant resides in King County.

III. FACTS AND DEMAND

3.1 That on or about April 20, 2006, Alternative Dental Solutions executed a Program Agreement with Plaintiff, under Account Nos. 001-xxxxx87-001 and 001-xxxxx88-001, a true and accurate copy of which is attached hereto as Exhibit A, and by this reference fully incorporated herein.

3.2 To further secure the aforementioned agreement Defendant Gregg Henderson executed an Unconditional Guaranty, personally guaranteeing, jointly and severally, any and all indebtedness of Alternative Dental Solutions as set forth on Exhibit B, a copy of which is attached hereto and by this reference fully incorporated herein.

3.3 On or about May 30, 2008, Wells Fargo Financial leasing, Inc. assigned said lease, which is the subject of this action, to TBF Financial, LLC, who is the present holder of this obligation, as set forth in Exhibit "C" attached hereto, and by this reference fully incorporated herein.

3.4 Defendant has breached the Program Agreement and therefore is presently due and owing to the Plaintiff the sum of $13,937.20 together with interest thereon at the rate of 18.00% per annum from February 1, 2008, until fully paid, plus such other and further sums as Plaintiff may prove and establish at the time of trial.

3.5 The Defendant agreed that in the event of default he will pay all of the Plaintiff's costs of collection including a reasonable attorney's fee. Plaintiff states that the sum of $850.00 is a

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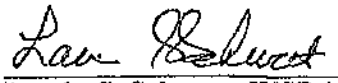
p: 206.275.1010 • f: 206.361.0101

reasonable sum for Plaintiff's attorney's fees in the event this matter is uncontested, Plaintiff reserving the right to prove a greater sum upon contest.

WHEREFORE, Plaintiff prays for judgment against Defendants Gregg Henderson and Jane Doe Henderson, and their marital community, for the sum of $13,937.20, together with interest thereon from February 1, 2008 at the rate of 18.00% per annum, for Plaintiff's costs and disbursements incurred herein, including reasonable attorney's fees, and that said judgment accrue interest at the highest legal rate.

DATED this 22nd day of September, 2008.

SCHWEET RIEKE & LINDE, PLLC



Laurin S. Schweet, WSBA 16431
Attorneys for Plaintiff

WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Schweet Rieke & Linde, PLLC
2955 80th Avenue SE, Suite 102
Mercer Island, WA 98040
p: 206.275.1010 • f: 206.381.0101

BEST AVAILABLE IMAGE POSSIBLE

[redacted]87-001/002

Agreement [redacted]88-001/002

COPIERS NORTHWEST
New Ideas. New Solutions.

PROGRAM AGREEMENT

Supplier: Copiers Northwest, Inc. (Full Legal Name)
601 Dexter Avenue North (Street Address)
Seattle (City) WA (State) 98109 (Zip Code) King (County)

Customer: Alternative Dental Solutions (Full Legal Name)
111 Queen Anne Ave. N Ste 500 (Street Address)
Seattle (City) WA (State) 98109 (Zip Code) (County)

PLEASE CHECK ONE: ☐ Per Machine Minimum ☐ Consolidated Minimum

Make / Model / Accessories	Serial No.	Minimum Number of Copies	Minimum Monthly Payment	Excess Per Copy Charge
1. IIP 4730XS		1500 B&W	$397.50	.017
2.		500 Color		.15
3.				

Color Print Controller Extended Warranty: ☐ Yes ☐ No TOTALS:

TRANSACTION TERMS: 1st due 6/06/06 1 MONTH ADVANCE PAYMENT: $ 397.50 (plus applicable taxes)

Term 48 Months

METER READING PREFERENCE (monthly if not checked) ☒ Quarterly ☐ Other ( )

Equipment Location (If different from Customer address above) City State Zip

Customer Contact Gregg Henderson Telephone 206/354-1321

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this FlexPlan Program Agreement. The words "you" and "your" mean the Customer named above. The words "we", "us", and "our" refer to the Owner named below. The abbreviation "CNW" refers to Copiers Northwest, Inc.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PROVIDED THAT YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT, YOU WILL HAVE THE OPTION TO UPGRADE THE EQUIPMENT INTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE REFINANCED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED BY US BUT NOT TO INCLUDE AN EARLY TERMINATION PENALTY. THE UPGRADE REQUEST WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT APPROVAL. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE OWNER HAS ACCEPTED AND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED AND EXECUTED BY OWNER.

ACCEPTED BY: Wells Fargo Financial Leasing (Legal Name)
BY: M. Emily Yoneshiro (Signature of Authorized Signer)
TITLE: ECA (Printed Name and Title)
DATE: 6/07/06

CUSTOMER: Alternative Dental Solutions (Legal Name)
BY: X G Henderson (Signature of Authorized Signer)
TITLE: Managing Partner (Printed Name and Title)
DATE: 4-20-06 FED TAX ID#: 91-1001458

UNCONDITIONAL GUARANTY

In consideration of Owner entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors and assigns, the prompt payment and performance of all obligations under the Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of diligence, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notice to us and we will be bound by such changes and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer in the event we indemnify Owner. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THIS AGREEMENT. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.

PERSONAL:
By G Henderson, Individually
Address: 111 Queen Anne Ave N #500 Seattle
Social Security Number: 531-80-9611
Witness:

PERSONAL:
By _____, Individually
Address:
Social Security Number:
Witness:

Exhibit B

Exhibit A

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

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TERMS AND CONDITIONS

1. AGREEMENT. Copier Northwest, Inc. (we) agrees to provide FULL, MINTAGE AND SUPPLY MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER (EXCEPT FOR PAPER, PRINTERS OR COLOR PRINTERS), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PROVIDE PAPER AND STAPLES, IF APPLICABLE, SEPARATELY.

2. MAINTENANCE. Program Agreement (PROG) covers only and is for the Equipment. We agree to provide adequate power for the Equipment. You acknowledge that (a) we are not responsible for any service, repair, or maintenance of the Equipment, and (b) we are not a party to any maintenance or repair agreement. You agree to provide adequate power for the Equipment. The

WK-03

BILL OF SALE AND ASSIGNMENT

For good and valuable consideration, WELLS FARGO FINANCIAL LEASING, INC. ("Wells Fargo") hereby transfers, sells, conveys, grants, delivers and assigns to TBF FINANCIAL, LLC ("TBF"), its successors and assigns, without recourse except as set forth in that certain agreement between Wells Fargo and TBF dated December 29, 2004, as thereafter amended, those certain leases ("Leases") and all related documents, including, but not limited to, any guarantees of the Leases as identified on Exhibit A attached hereto.

Dated: May 30, 2008
At Des Moines, Iowa

WELLS FARGO FINANCIAL LEASING, INC.

By: [signature]

Its: LOAN ADJUSTMENT MGR.

T:Wells Fargo Financial\Purchases\Bill of Sale.doc

Exhibit C

FILED

12 JAN 09 AM 9:00

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 08-2-38744-5 SEA

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

TBF Financial LLC Vs. Gregg Henderson, et al	**NO. 08-2-38744-5SEA** **NOTICE FOR HEARING** **SEATTLE COURTHOUSE ONLY** (Clerk's Action Required) (NTHG)

TO: **THE CLERK OF THE COURT** and to all other parties listed on Page 2:
PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the calendar checked below.

Calendar Date: FEBRUARY 7, 2012 Day of Week: **TUESDAY**

Nature of Motion: SUPPLEMENTAL PROCEEDINGS

CASES ASSIGNED TO INDIVIDUAL JUDGES – Seattle

If oral argument on the motion is allowed (LR 7(b)(2)), contact staff of assigned judge to schedule date and time before filing this notice. **Working Papers: The *judge's name*, date and time of hearing *must* be noted in the upper right corner of the Judge's copy. *Deliver Judge's copies to Judges' Mailroom at C203.***

[ ] Without oral argument (Mon - Fri) [ ] With oral argument Hearing
Date/Time:_____
Judge's Name_____ Trial Date:_____

CHIEF CRIMINAL DEPARTMENT - Seattle in E1201

[ ] Bond Forfeiture 3:15 pm, 2nd Thur of each month
[ ] Certificates of Rehabilitation- Weapon Possession (**Convictions from Limited Jurisdiction Courts**) 3:30 First Tues of each month

CHIEF CIVIL DEPARTMENT – Seattle -- (Please report to W965 for assignment)

Deliver working copies to Judges' Mailroom, Room C203. *In upper right corner of papers write "Chief Civil Department" or judge's name and date of hearing*

[ ]Extraordinary Writs (Show Cause Hearing) (LR 98.40) 1:30 p.m. Tues/Wed -report to Room W965
[*XX*]Supplemental Proceedings (1:30 pm Tues/Wed)(LR 69)
[ ]DOL Stays 1:30 pm Tues/Wed
[ ]Motions to Consolidate with multiple judges assigned (without oral argument) (LR 40(a)(4))

Non-Assigned Cases:
[ ] Non-Dispositive Motions M-F (without oral argument).
[ ] Dispositive Motions and Revisions (1:30 pm Tues/Wed)
[ ] Certificates of Rehabilitation (Employment) 1:30 pm Tues/Wed (LR 40(2)(B))

You may list an address that is not your residential address where you agree to accept legal documents.

Sign: Laurin S. Schweet Print/Type Name: Laurin S. Schweet, Schweet Rieke & Linde, PLLC.
WSBA #16431 Attorney for :Plaintiff
Address: 575 South Michigan St., City, State, Zip Seattle, WA 98108
Telephone: 206.275-1010 Date: 1/05/11

DO NOT USE THIS FORM FOR FAMILY LAW, EX PARTE OR RALJ MOTIONS.

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Name: Gregg & Julie Henderson
Service Address: 20900 NE 42nd St.
City, State, Zip: Sammamish, WA 98074
WSBA#_____Atty For:pro se defendants
Telephone #: _____

Name_____
Service Address:_____
City, State, Zip_____
WSBA#_____Atty For:_____
Telephone #:

Name_____
Service Address:_____
City, State, Zip_____
WSBA#_____Atty For:_____
Telephone #:

Name_____
Service Address:_____
City, State, Zip_____
WSBA#_____Atty For:_____
Telephone #:

Name_____
Service Address:_____
City, State, Zip_____
WSBA#_____Atty For:_____
Telephone #:

Name_____
Service Address:_____
City, State, Zip_____
WSBA#_____Atty For:_____
Telephone #:

IMPORTANT NOTICE REGARDING CASES

Party requesting hearing must file motion & affidavits separately along with this notice. List 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.

FILED

12 JAN 09 AM 9:00

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 08-2-38744-5 SEA

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

TBF FINANCIAL, LLC Plaintiff, vs. GREGG HENDERSON and JANE DOE HENDERSON, and their marital community, Defendants.	NO. 08-2-38744-5SEA MOTION AND CERTIFICATION FOR SUPPLEMENTAL PROCEEDINGS AND ORDER TO SHOW CAUSE

COMES NOW the plaintiff, TBF Financial, LLC pursuant to RCW 6.32.010 and respectfully moves the Court for an order directing the defendants Gregg Henderson and Jane Doe aka Julie Henderson, to appear at proceedings supplemental to execution herein.

This motion is supported by the records and files herein and the Declaration subjoined.

Plaintiff further moves the Court pursuant to RCW 50.13.070 for an Order to Show Cause why an Order and Subpoena to the Department of Employment Security should not be issued

Schweet Rieke & Linde, PLLC
575 S. Michigan Street
Seattle, WA 98108
(206) 275-1010 (206) 381-0101 FAX

directing the release of certain employment information.

DATED this 5th day of January, 2012.

SCHWEET RIEKE & LINDE, PLLC

Laurin S. Schweet, WSBA 16431
Attorneys for Plaintiff

CERTIFICATION

That I am the attorney for the Plaintiff herein; that Plaintiff has judgment against Defendant/Judgment Debtors of which an amount exceeding $25.00 remains unpaid; that affiant has reason to believe and does believe that the said deponent has in his/her possession or under his/her control information about non-exempt property which Defendant/Judgment Debtors unjustly refuses to apply toward satisfaction of said judgment and, consequently, said judgment remains unsatisfied.

Plaintiff has reason to believe, and does believe that the Defendant/Judgment Debtors are employed and therefore has assets and/or earnings in excess of those exempted from execution and/or garnishment under Washington Law. The Judgment Creditor has been unable to ascertain this information to allow the Judgment Creditor to collect this judgment.

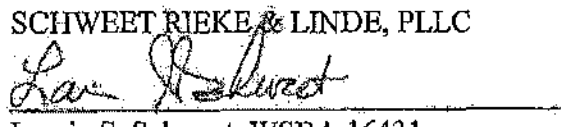
In order to collect the outstanding judgment, if Defendant/Judgment Debtors do not appear for Supplemental Proceedings, the Plaintiff/Judgment Creditor's needs access to the employment records of the Judgment Debtor. Plaintiff/Judgment Creditor's need for said information outweighs any reason for privacy and confidentiality of the employment records of Defendant/Judgment Debtors. The Judgment Creditor is entitled to this information. The Defendant/Judgment Debtors would clearly be required to testify as to that information. Plaintiff/

Schweet Rieke & Linde, PLLC
575 S. Michigan Street
Seattle, WA 98108
(206) 275-1010 (206) 381-0101 FAX

Judgment Creditor believes obtaining information in this manner is one of the least intrusive means of obtaining the information to which the Judgment Creditor is entitled. Judgment Debtors should be ordered to appear and show cause if any he/she has, why this information should not be released.

Declarant is counsel for plaintiff and is authorized to make this declaration on behalf of TBF Financial, LLC. I declare at Seattle, Washington this 5th day of January, 2012, under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

SCHWEET RIEKE & LINDE, PLLC



Laurin S. Schweet, WSBA 16431
Attorneys for Plaintiff

Schweet Rieke & Linde, PLLC
575 S. Michigan Street
Seattle, WA 98108
(206) 275-1010 (206) 381-0101 FAX

EXP07

FILED
KING COUNTY, WASHINGTON
JAN 9 2012
DEPARTMENT OF
JUDICIAL ADMINISTRATION

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

TBF FINANCIAL, LLC, Plaintiff, vs. GREGG HENDERSON and JANE DOE HENDERSON, and their marital community, Defendants.	NO. 08-2-38744-5SEA ORDER IN PROCEEDINGS SUPPLEMENTAL TO EXECUTION

TO: Clerk of the Court
AND TO: Gregg Henderson and Julie Henderson

IT IS ORDERED that you are hereby required to appear at a hearing before the Supplemental Proceedings Judge or Chief Civil Judge of the King County Superior Court, 516 Third Ave., Seattle, in King County, Washington on ***Tuesday***, the ***7th*** day of ***February, 2012*** at ***1:30 p.m.***, and to bring with you any and all information and documents listed on the attached exhibit. The exact courtroom location can be ascertained by inquiring at the information desk on the 1st floor of the courthouse, or by viewing Directory Information at the courthouse. You should arrive 15 minutes early in order to determine the courtroom location.

Schweet Rieke & Linde, PLLC
575 S. Michigan Street
Seattle, WA 98108
(206) 275-1010 (206) 381-0101 FAX

On the date you appear in Court you will be placed under oath and questioned by plaintiff's attorney. You have a right to have your own attorney present. It is hereby

ORDERED that the person properly served with either a certified or conformed copy of this Order shall appear at the Courtroom at the Court above named on the date and time set out above and show cause if any he/she has why:

1. The Department of Employment Security, Records Disclosure Unit, should not be ordered and directed forthwith to disclose to Plaintiff the current employer information for the recent employer of the following named Defendant/Judgment Debtor Gregg Henderson, Social Security Number XXX-XX-9611.

2. Why the order should not be effective for the period of 3 years from the date of entry of this Order, or the Plaintiff fully satisfies its judgment against defendant Judgment Debtor in the above action, whichever is earlier.

YOUR FAILURE TO APPEAR AS SET FORTH AT THE TIME, DATE, AND PLACE MAY CAUSE THE COURT TO ISSUE A BENCH WARRANT FOR YOUR APPREHENSION AND CONFINEMENT IN JAIL UNTIL SUCH TIME AS THE MATTER CAN BE HEARD, UNLESS BAIL IS FURNISHED AS PROVIDED IN SUCH BENCH WARRANT.IN ADDITION, PURSUANT TO RCW 6.32.010, REASONABLE ATTORNEYS FEES AND COST MAY BE ASSESSED AGAINST YOU.

DATED this 9 day of January, 2012.

Judge/Court Commissioner

Presented by:

SCHWEET RICKE & LINDE, PLLC

Laurin S. Schweet, WSBA No. 16431
Attorneys for Plaintiff

Schweet Ricke & Linde, PLLC
575 S. Michigan Street
Seattle, WA 98108
(206) 275-1010 (206) 381-0101 FAX

SCHEDULE OF DOCUMENTS AND INFORMATION TO BRING TO SUPPLEMENTAL PROCEEDINGS

Note: the term "you" refers to the Judgment Debtors, Gregg & Julie Henderson.

1. A list of all real property in which you have any interest including houses, vacant lots, business lots, farms, or any other real property, including the legal description thereof, and any mortgages, judgments, easements, liens, including tax liens, or other encumbrances against the property.
2. The nature of your interest, i.e., owner, co-owner, right of redemption, leaseholder, future interest, easements, profits, contract right to purchase, or any other interest in the property mentioned in Number 1.
3. The make, model, year, serial number and license plate number of every vehicle you have an interest in and the names and addresses of any lien holders thereon.
4. The name and address of any insurance company insuring you, the number of the policy of insurance and the cash value of the insurance policy.
5. A complete list of the names and addresses of every person (including corporations and other legal entities) that owe you money and the amount that each person owes you.
6. Information as to employment including name and address of employers, length of time employed, rate of compensation, when and how paid, and whether or not you have any back pay due you. (The preceding also applies to second or part-time employment in which you are presently engaged).
7. A complete list of all contracts of employment, construction, fabrication, manufacture or rendering of professional skilled services for compensation not listed in category Number 6 above, including the full name and address of the other party and the amount presently due or anticipated.
8. Information as to other income received since rendering of the judgment such as income from a trust, interest, dividends, rents, pensions or any other income, including amounts and sources.
9. A complete list of all assets that you own or have any interest in, including but not limited to: stocks, mortgages, notes, judgments, causes of action, copyrights, patents, trademarks, trade secrets, bonds, coupons, accounts receivable, contract rights, interest in postal savings accounts, any negotiable instrument, contents of safety deposit box if any, uncashed checks, household furniture, musical instruments, vehicles, boats, implements, machinery, tools, sporting equipment, jewelry, objects of art, stamp or coin collections, cash, wherever located, legacies or devices in any will now in probate, including property passing intestacy, interest in a partnership, or any other alienable right of property.
10. All books and records either in your possession or the possession of others with expenses and assets, including federal and state tax returns for the last 3 years, and any local tax statements for the 3 years, and any financial statements made since rendering of judgment, or any other records.
11. Information as to any transfer of real or personal property (including everything within Numbers 1,2 and 9 above) including assignments for benefit of creditors since the judgment was entered the consideration received by you for the transfer.
12. A complete list of all social security numbers and tax identification numbers used by you personally for any and all companies owned in the last 3 years.

13. Documents establishing the existence of transfer of all U.S. or foreign assets.
14. Bank Account statements and check registers from any and all bank, money market, retirement, and stock investment accounts.

38

INFRACTION ☒ **TRAFFIC** ☐ **NON-TRAFFIC** **IR** 98121

IN THE ☒ DISTRICT ☐ MUNICIPAL COURT OF NORTHEAST - REDMOND WASHINGTON
☐ STATE OF WASHINGTON ,PLAINTIFF VS. NAMED DEFENDANT
☐ COUNTY OF KING
☒ CITY/TOWN OF CITY OF REDMOND

L.E.A. ORI #: WA0171200 COURT ORI #: WA017173J

THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF WASHINGTON

DRIVER'S LICENSE NO.	STATE	EXPIRES	ID NO. (SSN / CV)
[illegible]	WA	[illegible]	[illegible]

NAME: LAST	FIRST	MIDDLE
[illegible]	[illegible]	[illegible]

ADDRESS [illegible] ☐ IF NEW ADDRESS ☐ PASSENGER

CITY	STATE	ZIP CODE	EMPLOYER
[illegible]	WA	[illegible]	[illegible]

RACE	SEX	DATE OF BIRTH	HEIGHT	WEIGHT	EYES	HAIR	RESIDENTIAL PHONE NO.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

VIOLATION DATE — MONTH / DAY / YEAR — TIME
ON OR ABOUT [illegible] 29 [illegible] 24 HOUR [illegible] ☐ INTERPRETER LANG.
AT LOCATION [illegible] M.P. CITY / COUNTY OF REDMOND / KING

DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND

VEHICLE LICENSE NO.	STATE	EXPIRES	VEH. YR.	MAKE	MODEL	STYLE	COLOR
[illegible]	WA	[illegible]	2004	[illegible]	[illegible]	[illegible]	[illegible]

TRAILER #1 LICENSE NO.	STATE	EXPIRES	TR. YR.	TRAILER #2 LICENSE NO.	STATE	EXPIRES	TR. YR.

OWNER/COMPANY IF OTHER THAN DRIVER — ADDRESS — CITY — STATE — ZIP CODE

ACCIDENT: NO NR R I F — COMMERCIAL VEHICLE: ☐ YES ☒ NO — HAZARD PLACARD: ☐ YES ☒ NO — EXEMPT VEHICLE: ☐ FARM ☐ FIRE ☐ R.V. ☐ OTHER

DID THEN AND THERE COMMIT EACH OF THE FOLLOWING INFRACTIONS

1. VIOLATION/STATUTE CODE [illegible] — VEHICLE SPEED — IN A — ZONE — ☐ SMD ☐ RACE ☐ AIRCRAFT

[illegible] OFFENSE REGISTRATION

2. VIOLATION/STATUTE CODE

Filed Redmond Courthouse
OCT 12 2006

3. VIOLATION/STATUTE CODE

PENALTY U.S. FUNDS $ [illegible]

RELATED # — DATE ISSUED [illegible]

WITHOUT ADMITTING HAVING COMMITTED EACH OF THE ABOVE OFFENSE(S), I PROMISE TO RESPOND AS DIRECTED ON THIS NOTICE.

X [illegible]
DEFENDANT'S SIGNATURE

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT I HAVE ISSUED THIS ON THE DATE AND AT THE LOCATION ABOVE, THAT I HAVE PROBABLE CAUSE TO BELIEVE THE ABOVE NAMED PERSON COMMITTED THE ABOVE OFFENSE(S), AND MY REPORT WRITTEN ON THE BACK OF THIS DOCUMENT IS TRUE AND CORRECT.

OFFICER [illegible] # 2969
OFFICER #

IR 98121

YOU MUST RESPOND TO THE COURT BELOW ACCORDING TO THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS NOTICE

KING COUNTY DISTRICT COURT, NORTHEAST DIVISION
8601 160TH AVENUE N.E.
REDMOND, WASHINGTON 98052
(206) 296-3667

2969

NOTICE OF INFRACTION

This is a non-criminal offense that cannot be punished by a jail sentence. You must respond within fifteen (15) days from the date issued. A mailed response must be mailed not later than midnight on the day the response is due.

To respond, you must check one of the boxes below and return this form to the court listed on the front.

If you do not respond or appear for court hearings, this will happen to you:

TRAFFIC (See front of ticket)	NON-TRAFFIC (See front of ticket)
The court will find that you committed the infraction.	The court will find that you committed the infraction.
You will lose your driver's license/privilege.	You may be charged with a crime and may go to jail.
Your penalty will be increased.	Your penalty will be increased.
Also, if you don't pay, your case may be sent to a collection agency.	Also, if you don't pay, your case may be sent to a collection agency.

Here are the three ways you can respond.
Pick only one by putting an "X" in the box.
Sign your name at the bottom.

☐ **I have enclosed a check or money order, in U.S. funds, for the amount listed on the front.** I understand this will go on my driving record if "traffic" is checked on the front. DO NOT SEND CASH. NSF checks will be treated as a failure to respond.

☐ **I agree I have committed the infraction(s) and I want a mitigation hearing to explain the circumstances.** Please send me a court date, and I promise to appear on that date. I know I can ask witnesses to appear but they are not required to appear. I understand this will go on my driving record if "traffic" is checked on the front. In some cases the court may allow time payments or reduce the penalty.

☒ **I want to contest (challenge) this infraction.** I did not commit the infraction. Please send me a court date, and I promise to appear on that date. The state must prove by a preponderance of the evidence that I committed the infraction. I know I can require (subpoena) witnesses, including the officer who wrote the ticket, to appear at the hearing. The court will tell me how to request a witness's appearance. I understand that this will go on my driving record if I lose and "traffic" is checked on the front.

My mailing address is: (PLEASE PRINT)

Name: _____

Street: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

X G Henderson
(SIGNATURE)

You may arrange for monthly payments. Stop by the N.E. DISTRICT COURT to sign a "Time Pay Agreement". See Insert.

20900 NE 42 St
Sammamish, WA 98074

12/18/21

Filed Redmond Courthouse
OCT 12 2006

K.C. District Court, NE Division
8601 160 Ave. NE
Redmond WA 98052

11/17

FILED
NOV 13 2006
KCDC-East Division
Redmond

KING COUNTY DISTRICT COURT
EAST DIVISION, REDMOND COURTHOUSE

CITY OF REDMOND, Plaintiff,	)	IR98121
vs.	)	CITY'S RESPONSE TO REQUEST FOR DISCOVERY
GREGG HENDERSON, Defendant.	)	CITY'S REQUEST FOR DISCOVERY

CITY'S RESPONSE:

To: Mitch Greene, Attorney (or Pro Se Defendant)

FILED
NOV 13
KCDC-East Division
Redmond

Pursuant to your IRLJ 3.1 discovery request, enclosed are copies of the following items:

- SMD Certificate
- X Citation(s)
- X Incident/Accident Report
- X Witness List/Witness Statement(s)

Speed Measuring Device Certificates are on file with the East Division, Redmond Courthouse. Any person, including the defendant, listed in this discovery response may be called by the City as a witness at any hearing involving this case.

CITY'S REQUEST:
Pursuant to IRLJ 3.1 the City hereby requests all discoverable materials in the possession of, or available to the defendant, including, but not limited to the following: a list of all defendant's witnesses together with their addresses, dates of birth and phone numbers and a summary of their expected testimony; copies of all documents and physical evidence to be relied upon by the defendant or to be introduced at trial; and, any expert witness the defendant intends to call and a summary of her/his testimony and credentials. This is an ongoing demand.

I have forwarded all discoverable materials presently in our possession. If you have additional questions, or do not feel that your request for discovery has been satisfied, please contact me immediately. If I do not hear from you, I will assume that your request has been satisfied.

DATED: November 9, 2006.

R L Mitchell

R. L. Mitchell WSBA #21606
Redmond Prosecuting Attorney

City of Redmond
Prosecutor's Office
8701 – 160th Ave NE
P.O. Box 97010
Redmond, WA 98073-9710
(425)556-2108
Fax: (425)556-2947

INFRACTION ☒ TRAFFIC ☐ NON-TRAFFIC **IR** 98121

IN THE ☒ DISTRICT ☐ MUNICIPAL COURT OF NORTHEAST - REDMOND , WASHINGTON
☐ STATE OF WASHINGTON ,PLAINTIFF VS. NAMED DEFENDANT
☐ COUNTY OF KING
☒ CITY/TOWN OF CITY OF REDMOND

L.E.A. ORI #: WA0171200 COURT ORI #: WA017173J

THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF WASHINGTON

DRIVER'S LICENSE NO.	STATE	EXPIRES	ID NO (SSN, ALIEN)
HENDEGA363J8	WA	04-21-10	[redacted]

NAME: LAST	FIRST	M
HENDERSON	GREGG	ALAN

ADDRESS: 20900 NE 42 ST ☐ IF NEW ADDRESS ☐ PASSENGER

CITY	STATE	ZIP CODE	EMPLOYER
SAMMAMISH	WA	98074	AF2AC

RACE	SEX	DATE OF BIRTH	HEIGHT	WEIGHT	EYES	HAIR	RESIDENTIAL PHONE NO.
W	M	[redacted]	5.11	155	BLU	BLO	(425) 836-2262

VIOLATION DATE: MONTH ____ DAY ____ YEAR ____ TIME ____ ☐ INTERPRETER LANG: ____
ON OR ABOUT 09 29 2006 24 HOUR 1620
AT LOCATION: 160 AV. NE AND REDMOND WY M.P. ____ CITY / COUNTY OF REDMOND / KING

DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND

VEHICLE LICENSE NO.	STATE	EXPIRES	VEH. YR.	MAKE	MODEL	STYLE	COLOR
595 SSV	WA	8-07-06	2004	HONDA	ACD	4 DOOR	SILVER

TRAILER #1 LICENSE NO.	STATE	EXPIRES	TR. YR.	TRAILER #2 LICENSE NO.	STATE	EXPIRES	TR. YR.

OWNER/COMPANY IF OTHER THAN DRIVER	ADDRESS	CITY	STATE	ZIP CODE
SAME				

ACCIDENT (NC) NR I F | COMMERCIAL VEHICLE ☐ YES ☒ NO | HAZARD PLACARD ☐ YES ☒ NO | EXEMPT VEHICLE ☐ FARM ☐ RV ☐ FIRE ☐ OTHER

DID THEN AND THERE COMMIT EACH OF THE FOLLOWING INFRACTIONS

1. VIOLATION/STATUTE CODE: RCW 46.16.010 | VEHICLE SPEED | IN A | ZONE | ☐ SMD ☐ PACE ☐ AIRCRAFT

EXPIRED VEHICLE REGISTRATION

2. VIOLATION/STATUTE CODE

3. VIOLATION/STATUTE CODE

Filed at King County District Court
OCT 2 2006

PENALTY: U.S. FUNDS $ 101.00

RELATED # | DATE ISSUED: 09-29-06

WITHOUT ADMITTING HAVING COMMITTED EACH OF THE ABOVE OFFENSE(S), I PROMISE TO RESPOND AS DIRECTED ON THIS NOTICE.

X COPY RECIEVED
DEFENDANT'S SIGNATURE

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT I HAVE ISSUED THIS ON THE DATE AND AT THE LOCATION ABOVE, THAT I HAVE PROBABLE CAUSE TO BELIEVE THE ABOVE NAMED PERSON COMMITTED THE ABOVE OFFENSE(S), AND MY REPORT WRITTEN ON THE BACK OF THIS DOCUMENT IS TRUE AND CORRECT.

OFFICER: [signature] # 2964
OFFICER: ____ #

IR 98121

INFRACTION

ABSTRACT OF JUDGEMENT

INF	RESPONSE	DISPOSITION	PENALTY	SUSPENDED	SUB-TOTAL	FNDG/JDGT DATE
1	C NC	C NC D P	$	$	$	ABSTRACT MLD TO OLYMPIA
2	C NC	C NC D P	$	$	$	
3	C NC	C NC D P	$	$	$	
					TOTAL COSTS $	

OFFICER'S REMARKS **EXP. VEHICLE REGISTRATION**

N.O.I. FK 98121

Violator's name: GREGG A. HENDERSON DOB: [redacted]

While employed by the City of Redmond as a Police Officer, I was in a marked/unmarked patrol unit traveling EASTBOUND in the 18000 block of REDMOND WY. I observed the defendants vehicle traveling EASTBOUND in the 18000 block of REDMOND WY.

I noticed that the registration tabs on the rear license plate of the defendant's vehicle showed an expiration date of (mo/yr) 08-06.

A routine DOL check confirmed that the registration was expired as of (date) 08-07-06.

☒ The driver presented the paper registration confirming the above expiration date.

☐ There was no paper registration in the vehicle.

Defendant Comments:

HE DID NOT KNOW THE REGISTRATION WAS EXPIRED AND THAT I SHOULD GIVE HIM A WARNING. I SHOULD HAVE OTHER THINGS TO DO. HE REFUSED TO SIGN THE INFRACTION.

Officer Comments:

TRAFFIC	WEATHER	STREET	LIGHT
LT MD (HV)	(CL) RN FG SN	(D) W I S	(D) DWN DSK DK

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Officer	Date		Number
J. A. [illegible]	09-29-06	Redmond, WA	2969

Related Citation #'s

Approving Officer

OfficerRemarkExpReg Rev 08/03

FILED
NOV 07 2006
KCDC-East Division
Redmond

Northeast District Court
IN AND FOR THE STATE OF WASHINGTON

STATE OF WASHINGTON Plaintiff, Henderson, Gregg Defendant,	No. IR 98121 NOTICE OF APPEARANCE REQUEST FOR DISCOVERY REQUEST FOR 6.6 CERTIFICATE (Clerk's Action Required)

TO: CLERK OF THE ABOVE ENTITILED COURT AND PROSECUTING ATTORNEY

YOU AND EACH OF YOU will please take notice that the defendant without waiving objections to service, jurisdiction, or venue, does hereby enter an appearance in the above entitled action, requesting a contested hearing (for infractions) and objects to any dates set outside IRLJ 2.6 and demands and requests that all future pleedings, notices and papers herein of any nature whatsoever except original process, be served upon the attorney undersigned, at his office.

Request is hereby made for all police officer's notes, affidavits, witness statements, speed measuring device certificate pursuant to IRLJ 6.6(b), the tuning fork serial numbers, including the make and brand utilized by the officer and the certifications of those tuning forks including the date said tuning fork was certified, by whom, and including a list of qualifications of person so certifying said tuning forks, witness list, the defendant's current driving record, the current docket (including date of filing), scale certifications, stop watch certification, highway distance certification, device or method used to measure any distances or lengths, distances or estimations of distances or lengths, speedometer certifications and all other discovery for the above case(s), including any videos referenced in the officers report.

Respectfully presented the 6TH day of November, 2006.

Mitch R. Greene, #22114

NOTICE OF APPEARANCE:
TRAFFIC INFRACTION

MITCHELL R. GREENE
P.O. BOX 88139
TUKWILA, WA 98138-2139
(206) 760-9622

KING COUNTY DISTRICT COURT
COUNTY OF KING

KING COUNTY DISTRICT COURT
EAST DIVISION - REDMOND
8601 - 160th Avenue NE
REDMOND, WA 98052

10/19/2006

Date:

NO. RED IR0098121

NOTICE OF HEARING

This is notification of the date for your CONTESTED HEARING hearing.

YOU MUST APPEAR ON Friday (day of week), November 17, 2006 (date) at 08:45 AM (time) (am/pm).

Room: RE1 Ctrm 1

HENDERSON, GREGG ALAN
20900 NE 42ND ST
SAMMAMISH WA 98074

Failure to respond, failure to appear at any hearing, OR failure to pay will automatically increase the monetary penalty, AND your driving privilege will be suspended until you have paid all the penalties required by law. If this account becomes delinquent, it will be referred to a collection agency for collection enforcement.

SANCHEZ, C

ACCOMMODATIONS ARE AVAILABLE TO PEOPLE WITH DISABILITIES UPON REQUEST.

See Reverse Side for Instructions

NOTICE OF HEARING (IRLJ 2.6)

KCDCF #10/98

KING COUNTY DISTRICT COURT
East Division-Redmond Courthouse

8601 160th Ave. N.E.
Redmond, WA 98052
206-205-9200

DEFERRED FINDING CONDITIONS FOR TRAFFIC INFRACTIONS

Defendant's Name Gregg Henderson Date 11/17/2006

Street Address

City, State, Zip Code

NOI Case # [illegible] Violation [illegible]

Period of Deferral 1 year

I understand and agree to the following statements and conditions:

1. I am entitled to only one (1) deferred finding for a moving violation and one (1) deferred finding for a non-moving violation within a seven (7) year period.
2. I promise to pay $100.00 to the court no later than _____ or sign up for time pays through Signal Management for the costs of processing the deferred finding in this case. I understand these costs are not refundable. Mail your payment to:

   King County District Court Payment Center
   516 Third Ave, Rm. E-340C
   Seattle, WA 98104
3. I agree to comply with the following conditions for the deferred period listed above:

   ☑ No new traffic infractions or criminal traffic violations of the law.

   ☐ Other _____
4. If I violate any of the above conditions in any way, I will be required to pay a fine of $ [illegible] and the infraction will appear on my driving record as a committed violation. My driving record is available for review by my insurance company.
5. If I comply with all of the above conditions during the deferral period, the Court will dismiss the above-referenced infraction at the end of the deferral period.

I certify under penalty of perjury under the laws of the State of Washington that I have not had a deferred finding for a traffic infraction within the last seven (7) years.

X Gregg Henderson Date Friday, November 17, 2006
Defendant's Signature

Judge David A. Steiner

KING COUNTY DISTRICT COURT
OFFICE OF THE PRESIDING JUDGE
W1034 King County Courthouse
516 Third Avenue E-340C
Seattle, Washington 98104
Telephone: (206) 205-9200

Barbara Linde
Chief Presiding Judge

Tricia L. Crozier
Chief Administrative Officer

FROM KING COUNTY DISTRICT COURT PAYMENT CENTER

5/14/2007

TO: GREGG HENERSON IR0098121
20900 NE 42ND ST
SAMMAMISH WA 98074

CASE NUMBER: IR0098121

LOCATION: Redmond District Court

Court records indicate that you have not paid the $100.00 deferral cost imposed on the above-referenced case. The court now finds that you are in non-compliance with your Deferred Finding.

Failure to comply with the conditions of the Deferred Finding has resulted in a committed finding being entered. The Department of Licensing will be notified of the finding and the violation will appear on your driving record. The administrative cost of the deferred finding and the original penalty amount are now due.

The total balance of $201.00 is now due and owing to the Court. The total balance is to be paid directly to the court the above address, no later than 06/15/2007.

If you are unable to make payment in full by this date refer to the Signal Credit Management Services payment information enclosed for your convenience. You may also pay by credit card at http://www.officialpayments.com/ or by calling 1-800-272-9829 and entering the jurisdiction code 5643. Convenience fee will be charged for credit card payments.

Failure to pay in full or make arrangements for time payments with Signal Credit Management Services by the date listed above may result in a hold being placed on your driver's license an additional fee of $52.00 and the case may be forwarded to collections with additional fees and penalties being imposed.

Sincerely,

TM
Court Clerk

FILED

'81 AUG 10 AM 8:28

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY
JUVENILE DEPARTMENT

STATE OF WASHINGTON, Plaintiff, v. GREGG ALAN HENDERSON B.D. [redacted] Respondent.	NO. 81-8-03276-3 INFORMATION

I, Norm Maleng, Prosecuting Attorney for King County, in the name and by the authority of the State of Washington, by this Information do accuse Gregg Alan Henderson of the crime of THEFT IN THE THIRD DEGREE, committed as follows:

That the respondent, Gregg Alan Henderson in King County, Washington, on or about 11 April 1981 with intent to deprive another of property, to-wit: merchandise, did wrongfully obtain such property belonging to Ernst, Crossroads Shopping Center, Bellevue;

Contrary to RCW 9A.56.050 and 9A.56.020(1)(a) and against the peace and dignity of the state of Washington.

NORM MALENG
Prosecuting Attorney

BY
JAMES M. ROE
Deputy Prosecuting Attorney

Barabara Linde (R)

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY
JUVENILE DEPARTMENT

STATE OF WASHINGTON, Plaintiff, vs. GREGG ALAN HENDERSON, DOB [redacted] Respondent.	NO. 81-8-03276-3 NOTICE OF APPEARANCE AND REQUEST FOR DISCOVERY (RCW 13.30.140(7), CrR 4.7)

TO: Clerk of the Superior Court, Juvenile Department
Norm Maleng, Prosecuting Attorney

YOU WILL PLEASE TAKE NOTICE that the undersigned is appearing as Attorney for the above-named respondent.

YOU ARE HEREBY REQUESTED to provide discovery of the following items no later than two weeks prior to Fact-Finding date.

1. The names, addresses and telephone numbers of all persons whom the Prosecuting Attorney intends to call as witnesses at Fact-Finding, together with any written or recorded statements and the substance of any oral statements of such witnesses.

2. Any written or recorded statements and the substance of any oral statements made by the respondent or made by a co-respondent.

3. Any reports or statements or experts made in connection with this cause, including results of any physical or mental examinations and scientific tests, experiments, or comparisons.

4. Any record of prior criminal convictions known to the prosecuting attorney on the respondent and of persons whom the prosecuting attorney intends to call as witnesses at the hearing or trial.

DATED this 17th day of August, 1981.

Stephen Rochon
Stephen Rochon
of Eastside Defender Association
Attorney for Respondent

Notice of Appearance and
Request for Discovery
(RCW 13.30.140(7), CrR 4.7)

EASTSIDE DEFENDER ASSOCIATION
300 Walthew Building
123 Third Avenue South
Seattle, WA 98104
625-9146

3

No.

ORDER

THEREFORE, IT IS HEREBY ORDERED:

(1) That the arraignment set for 8/24/81 is STRICKEN.

(2) That a plea of not guilty is entered.

(3) (a) A case setting hearing is set for 7 days (if detained) / 14 days (if not detained) from the scheduled arraignment. The case setting hearing is set for 9/8/81 at 10 a.m.

OR

(b) A case setting hearing is set for _____ at 10 a.m. and respondent waives speedy trial rule for _____ days.

(4) That the matter is set for plea and disposition on _____

DATED: AUG 25 1981

JUDGE/COURT COMMISSIONER

Approved for Entry:

Deputy Prosecuting Attorney

Probation Counselor

Mail Stop 34

Copy received/notice of presentation waived:

Lawyer for Child

ORIGINAL / LEGAL FILE

FILED
KING COUNTY, WASHINGTON
OCT 13 1987
SUPERIOR COURT
BY JOAN MARRIOTT

SUPERIOR COURT OF WASHINGTON – COUNTY OF KING

JUVENILE

In Reference to

Henderson, Dragg a.

CASE NO. 81-8-03276-5

HEARING, FINDINGS AND DECISION ON INFORMATION

I. HEARING

1.1 An information was filed with this Court alleging that the above-named child is a juvenile offender.

1.2 At an arraignment, the child pled not guilty to the offense(s) of: Theft 3°

1.3 A hearing was held on the issue of whether the child committed the offense(s) as charged.

1.4 Persons appearing at the hearing were: Atty Durand; DPA Field, See Clerks min

1.5 Testimony was taken from: (See Clerks minutes) James Pittman; William Henderson Respondent

II. FINDINGS

Based upon the information, testimony heard and the case record to date, the Court finds that:

[X] The following allegations in the information have been proven beyond a reasonable doubt: Ct I

by evidence that: as set forth on record

[ ] The following allegations in the information have not been proven:

III. DECISION

The Court finds the juvenile:

[X] Guilty of the offense(s) of: Theft 3°

[ ] Not guilty of the offense(s) of:

IT IS ORDERED that a disposition/review hearing shall be held on Nov. 10, 1987 @ 1:30 PM

ORIGINAL — LEGAL FILE

NO. 3 270-3

[ ] Respondent shall be detained until further order of the Court.

[ ] Psychological/psychiatric evaluation shall be performed.

IT IS ALSO ORDERED _____

Dated: Oct. 13, 1981

Presented by:

_____

Jerome M. Johnson
Judge/Court Commissioner

Approved/Copy Received:

_____ Deputy Prosecuting Attorney

_____ Lawyer for Respondent

_____ Probation Counselor

_____ Respondent

ORIGINAL — LEGAL FILE

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING
JUVENILE COURT

FILED
KING COUNTY, WASHINGTON
NOV 10 1981
BY DEBORAH CARLING

State of Washington v.
Greggy Henderson

NO. 81-8-03276-3

ORDER OF DISPOSITION (INFORMATION)

I. BASIS

1.1 A dispositional hearing was held in this case on: November 10, 1981

1.2 Persons appearing at the hearing were:

(X) Juvenile
(X) Juvenile's lawyer: Gray
(X) (Deputy) Prosecuting Attorney: Field
(X) Probation Counselor: Wright
( ) Other

II. FINDINGS

Based on the testimony heard and the case record to date; the Court finds:

2.1 The above named juvenile was found guilty by ( ) plea (X) the Court of the offenses of: Theft 3d

2.2 RESTITUTION

( ) That damage was done to the victim in the amount of
( ) The amount of loss cannot be determined at this time
( ) That the juvenile has the present ability to pay restitution in the amount of
( ) That the juvenile does not have the present ability to pay restitution, however that the juvenile will develop the ability to pay restitution.
( ) That the juvenile does not have the present ability to pay restitution and cannot reasonably acquire the means to pay.

2.3 CATEGORY OF OFFENDER

The juvenile is:

( ) An offender who declined to enter into a diversion agreement
(X) A minor or first offender
( ) A middle offender
( ) A serious offender

2.4 MANIFEST INJUSTICE

(X) A disposition within the standard range for this offense would effectuate a manifest injustice. Reasons are set forth on the record.

ORIGINAL - LEGAL FILE

NO. 3276-3

2.5 The Court finds that the standard range of sentence for Count I is 6 months of community supervision with 30-45 hours of community service; maximum $ 50.00 fine; _____ days of confinement; or commitment for _____ weeks. The standard range(s) on count(s) _____ are found to be as stated on p. _____ of this order.

III. ORDER

	COUNT I	COUNT ____	COUNT ____	REMARKS
3.1 COMMUNITY SUPERVISION/ SUPERVISED PROBATION	3 months	____ months	____ months	Total months 3
COMMUNITY SERVICE HOURS	____ hours	____ hours	____ hours	Rate is ____ hours per month, first due ____
CONFINEMENT ( ) Consecutive ( ) Intermittent (X) To be served on weekends	2 days	____ days	____ days	To commence on 11/2/84 ( ) passes authorized ( ) credit given for time served ____
FINE	$ 30.00 @ $ 30.00 per month	$ ____ @ $ ____ per month	$ ____ @ $ ____ per month	First payment due 12/10/84
COUNSELING/ ALCOHOL INFORMATION	( )	( )	( )	( ) As directed by Probation Counselor
( ) THE JUVENILE SHALL				
RESTITUTION ( ) First payment due ____ ( ) Shall be determined by further order of the Court by ____	$ ____ @ $ ____ per month	$ ____ @ $ ____ per month	$ ____ @ $ ____ per month	Payable through registry of the Court for disbursement (Refer to victims listed below).

VICTIMS:

$ _____ to _____

$ _____ to _____

$ _____ to _____

IT IS FURTHER ORDERED: _____

ALL COUNTS WITHIN THIS NUMBER SHALL RUN CONSECUTIVELY.

ORIGINAL - LEGAL FILE

NO. 3276-3

3.2 That while on community supervision/supervised probation the juvenile offender shall be under the charge of a probation counselor and comply with the following conditions: (1) must have parent/guardian's permission regarding whereabouts, hours, and activities (2) must report any change in residence, school, or work status to probation counselor. (Obtain permission from probation counselor before changing residence). (3) must have probation counselor's permission for out of state travel and (4) must keep all appointments with probation counselor. Must further comply with any conditions set forth in writing, signed by juvenile offender, lawyer, and filed herein, during the term of community supervision/supervised probation.

3.3 That while detained authorization is granted to provide necessary medical and dental examination and treatment as professionally prescribed.

3.4 That this order shall remain in full force and effect until further order of the Court or until the same is revoked, modified or changed, or terminated by an order of the Court or by law.

3.5 ( ) The following counts are hereby dismissed.

3.6 Other

Dated: Nov. 10, 1981

Jerome M. Johnson
Judge/Court Commissioner

FINGERPRINT(S)

CERTIFICATE

I, clerk of this Court, certify that the above is a true copy of the Order of Disposition in this action on record in my office.

Dated:

Fingerprints of:

Attested by: Kenneth S. Helm
Clerk

By
Deputy Clerk

Dated:

Kenneth S. Helm
Clerk

By
Deputy Clerk

Presented by:

Approved/Copy Received:

Deputy Prosecuting Attorney

Lawyer for Respondent

Probation Counselor

Respondent

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING
JUVENILE COURT

1981 NOV 16 PM 4 CU

State of Washington v GREGG HENDERSON

SUPERIOR COURT CLERK
SEATTLE, WA.

NO. 81-8-03276-3

ORDER ON ( ) REVIEW (✓) OTHER

I. BASIS

1.1 A Dispo hearing was set before the undersigned on 11-10-81

1.2 Persons appearing were: the respondent and parent(s); the Prosecuting Attorney ____; Probation Counselor WRIGHT; and Counsel GAY (see Clerk's minutes).

II. FINDINGS

2.1 ( ) The respondent failed to appear.

2.2 (✓) OTHER: The court has reconsidered its finding of manifest injustice.

2.3 ( ) An arraignment was held. A plea of ( ) not guilty ( ) guilty was entered.

III. ORDER

3.1 ( ) A warrant of apprehension shall issue for respondent.

3.2 ( ) The Court's order dated 11-10-81 is hereby amended as follows: STRIKE FINDING OF MANIFEST INJUSTICE IN § 2.4 & SUBSTITUTE 20 HOURS COMMUNITY SERVICE FOR THE TWO DAYS DETENTION IN § 3.1

3.3 ( ) The hearing set for ____ is stricken.

3.4 ( ) The next Court appearance is set for ____ at ____ am/pm for a ____ hearing.

3.5 IT IS FURTHER ORDERED: ____

Dated: NOV 13 1981

Presented by: ____

Approved/Copy Received:

Mark H. Sidran
Deputy Prosecuting Attorney

TOM WRIGHT
Probation Counselor

Jerome M. Johnson
Judge/Commissioner

Clerk of Court/Date Approved

Barry R. Gay
Lawyer for Respondent

Respondent

ORDER ON REVIEW
Page 1 of 1

ORIGINAL — LEGAL FILE

In The Matter of Gregg A. Henderson, WAOIC 193414 Licensee.	NO. 12-0067 DECLARATION OF JEFF BAUGHMAN

I, Jeff Baughman, state and declare as follows:

1. My name is Jeff Baughman, I am employed by the Washington State Office of the Insurance Commissioner (herein "OIC"). My job title is Licensing Program Manager, OIC Consumer Protection Division. I make this Declaration based on personal knowledge. I am over the age of eighteen (18) years. I am competent and authorized to testify to the matters set forth herein.

2. This declaration is intended to describe what the "Producer Enforcement Group" (or "PEG") is, how it works, who the voting members are, how enforcement action is determined through the PEG, and the PEG's consideration of Mr. Henderson's case.

3. More than three years ago, OIC established the PEG to review producer violations and determine what type of corrective action, if any, should be levied. In the past, some enforcement actions against a licensed insurance producer had previously been the decision of only one person, and some decisions seemed to lack consistency. When OIC was establishing the PEG, it considered the agency's process for deciding how insurance company enforcement actions are reviewed and determined. In that other process, when a company has violated Washington insurance laws or regulations, that violation is reviewed by a large group of agency delegates, known as the Compliance Group. The Compliance Group assures that a violation had indeed occurred and, if it decides so, it next determines the appropriate type of enforcement action to be taken by Legal Affairs staff attorneys. This process was largely mirrored in the

establishment of the PEG. The PEG: a) reviews the facts surrounding the alleged violation, b) determines if a clear violation of the law occurred, c) determines if corrective action should be taken and what type of corrective action should be taken against an insurance producer, and d) determines what corrective actions should be levied against the subject insurance producer.

4. The PEG has five voting members. The chairman is the OIC Senior Staff Attorney. The four other voting members are the Deputy Insurance Commissioner for the agency's Consumer Protection Division, the Deputy Insurance Commissioner for Legal Affairs, the Investigations Program Manager, and me – the Program Manager for Licensing.

5. Possible insurance producer violations are reported to the OIC in a number of ways, including consumer complaints, other licensee complaints, insurance company notifications, and discovery by OIC staff. Upon receiving this information, research of the alleged violation begins by the appropriate staff. Sometimes the matter is referred for investigation. In some cases, the matter may be investigated by an agency staff investigator. Upon determining that a violation has occurred and that corrective action of some type may be appropriate, a referral is made to the Legal Affairs Division. Prior to being referred, a referral also must be first reviewed and approved by the referring OIC division's Deputy Insurance Commissioner. A staff attorney is then assigned to the referral to present the case to the PEG. The PEG meets at least once per month, but an additional meeting is added in any month when the number of cases to be reviewed is high (usually more than about 8). Prior to the scheduled meeting, the PEG members are sent the agenda and all case materials so that these may be reviewed prior to the meeting. The assigned staff attorney presents the case to the PEG members and the referring staff member (which may be an agency investigator) is also present to answer any questions about the investigation or the facts of the case. Each case includes a summary of the case and then-apparent laws or regulations which appear to have been violated, as well as any recommendation for the type of enforcement action to be taken. In reaching its decisions, the PEG also considers relevant OIC disciplinary actions taken against insurance producers for similar types of violations or cases. Enforcement actions from previous case history are reviewed and compared to the present case recommended action for consistency. Upon hearing the presented case and having all questions answered or fully explained, the PEG voting members enter into a discussion regarding whether or not a violation has occurred. Each case

presented at the PEG receives debate and discussion. If a majority of the PEG voting members decide that, yes, violations appear to have occurred, the PEG's discussion continues as to what action is warranted. Each PEG voting member then casts votes to either accept or reject the proposed action. Each individual PEG voting member indicates his or her own individual decision. The PEG voting members determines the outcome by majority vote. Once a decision is reached, the assigned staff attorney is instructed to carry out the decision. Enforcement actions normally include:

1) **Levying a fine**. Usually this is up to $1,000 per violation, pursuant to RCW 48.17.560; if being fined for the first time, depending on the issue and facts, an insurance producer may incur a lesser amount than a $1,000 fine. Higher fines (in lieu of revocation) may be imposed for future similar situations against the same producer, but this depends on the issues and facts. This type of action – levying a fine in lieu of revocation – may be chosen by the PEG in cases where the PEG decides such will serve as an effective deterrent but the facts warrant no more severe sanction. Fines in lieu of revocation serve as a deterrent in part because the insurance producer's administrative action may be reported in the National Association of Insurance Commissioners (NAIC) national licensing database, may be the subject of press releases or press coverage, and may be directly reported to other state insurance departments.

2) **Suspending the insurance producer's license**. This option is not always a deterrent to the insurance producer, particularly when the suspension is 30 days or less, but pursuant to RCW 48.17.550, no suspension may exceed twelve months. When suspensions occur, the license may be cancelled, as may also appointments and affiliations on that license. The licensee may not transact insurance business while the suspension is imposed; however, as a practical matter, there is not a way for the OIC staff to assure that the licensee is not selling, soliciting, or otherwise transacting insurance business during a suspension. OIC has no staff whose primary job it is to specifically monitor suspended licensees' activity, so suspension is an option that requires careful consideration. If a producer sells insurance but holds the application and premiums until their license, appointments, and affiliations are restored, the OIC also has no staff whose primary job it is to specifically monitor that. Again, this practical reality requires that this option be given careful consideration. The OIC's very limited ability to meaningfully monitor any licensee to whom a suspension has been levied is an important consideration. OIC's Licensing staff has been looked upon as the OIC's only appropriate staff to conduct any such monitoring. But OIC's Licensing staff has only two (2) analysts to monitor the activities of over 127,000 licensees (monitoring those placed upon suspension has been determined NOT to be the responsibility of the Legal or Investigations staff). Those two Licensing staff share those responsibilities as they arise, but enjoy other, primary responsibilities.

3) **Placing the insurance producer's license on probation**. This option is not always a

deterrent to the producer unless there are specific items which can be required to be monitored by OIC Compliance staff, the producers' immediate supervisor, or both. But OIC's resource limitations, as with the suspension option, is an important consideration. If, for example, an insurance producer has had a background of mishandling monies, one might reasonably think that a third party like the insurance producer's supervisor could be required (with consent) to provide the OIC with accounting of premiums collected and deposited. But if there are no specifics to monitor, the general public will probably not normally know that an insurance producer subject to this option has even had this type of corrective action placed upon them. The important issue of meaningfully monitoring those licensees to whom probation has been levied again requires careful consideration. Again, OIC's Licensing staff has been looked upon as the OIC's only appropriate staff to conduct this sort of monitoring also. But OIC's Licensing staff has only two (2) analysts to monitor the activities of over 127,000 licensees (monitoring those placed upon suspension has been determined NOT to be the responsibility of the Legal or Investigations staff). Those two Licensing staff share those responsibilities as they arise, but enjoy other, primary responsibilities.

4) **Revocation of the insurance producer's license**. This type of enforcement action may be chosen in cases that include licensees who have serious violations, licensees whose conduct involved or caused consumer harm, fraud, or trustworthiness, licensees who have historically been subject to other actions, licensees who have multiple serious violations, licensees who have not cooperated with or responded to OIC staff in the researching of the alleged violations, among others. This action is chosen to prevent the licensee from simply moving to another state and beginning the same type of activity there. This administrative action may be reported to the NAIC's national licensing database and may also be directly reported to the other state insurance departments. The decision to choose the option of revocation always receives the PEG's most serious attention and consideration, and is chosen in those cases where the PEG believes the agency would not be acting responsibly by deciding any seemingly lesser or other option.

6. In the case of Mr. Henderson, the PEG voted to revoke his license.

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

EXECUTED this 7th day of September, 2012 at Tumwater, Washington.

Jeff Baughman

40

Initial License X
Reinstatement
*Name Change

PIC # HENDEGA365J

INDIVIDUAL INSURANCE LICENSE APPLICATION
State of Washington Insurance Commissioner
4224 6th Ave SE, Bldg #5 Rowesix, Lacey, WA 98503
POB 40257, Olympia, WA 98504-0257
360 407-0341 WA-AGLD

FBI 4-29-02

2515 04/30/02 $55.00

TYPE OF LICENSE

X 1. AGENT [ ] 2. SOLICITOR
—Indicate Insurance Lines—
[ ] LIFE
[ ] DISABILITY
[ ] PROPERTY
[ ] CASUALTY
[ ] SURETY ONLY
[ ] VEHICLE ONLY
[ ] TRAVEL
[ ] CREDIT LIFE &DISABILITY
[ ] CREDIT CASUALTY

[ ] 3. BROKER
—Indicate Insurance Lines—
[ ] PROPERTY-CASUALTY
[ ] LIFE & DISABILITY
[ ] LIFE-DISABILITY
PROPERTY-CASUALTY

[ ] 4. SURPLUS LINE BROKER
[ ] 5. LIMITED SURPLUS LINE
[ ] 6. ADJUSTER
[ ] INDEPENDENT
[ ] PUBLIC
[ ] 7. GENERAL AGENT

PERSONAL INFORMATION

1. Name Greg Henderson A.
*Previous name if name change

2. Assumed Business Name
Greg Henderson
Registered with Department of Licensing
[ ] Yes [ ] No

3. Date of Birth [redacted]

4. Social Security Number [redacted]

5. Residential Address
20900 NE 42 St.
Street Address
Sammamish King WA 98074
City County State Zip

6. Have you been licensed within the past 2 years?
[ ] Yes X No
Name of state

7. Employment History (current and two years next preceding date of application)
Name of Employer, address, date(s), occupation
ETSI 15032 NE 95th St, Redmond 98052
Jan 2002

8. Has your insurance license ever been revoked, suspended or surrendered for cause by this or any other state or province?
[ ] Yes X No

9. Have any complaints been filed against you with any Insurance Department?
[ ] Yes X No

10. Have you been convicted of a misdemeanor involving embezzlement, theft, fraud, mishandling of funds or other irregularities in money transactions?
[ ] Yes X No

11. Have you ever been convicted of a felony?
[ ] Yes X No

If you answered yes to questions 8, 9, 10, or 11 state the facts and disposition of each conviction on reverse side.

Any person misrepresenting facts on this application is subject to refusal to issue or revocation of license.

I DO HEREBY CERTIFY THAT ALL INFORMATION GIVEN ON THIS APPLICATION IS TRUE AND COMPLETE.

SIGNATURE G Henderson DATE 4/9/02

If licensed as solicitor, give name of Employing Agent or Broker:

Signature of Employing Agent/Broker Date

WS-14 (9/98)

24/26/04

LICENSE RENEWAL NOTICE
STATE OF WASHINGTON

February 17, 2004

HENDEGA363J8

MIKE KREIDLER
INSURANCE COMMISSIONER

HENDERSON GREGG A
20900 NE 42ND ST
SAMMAMISH WA 98074

Your present license(s) expires 04/28/2004. Your renewed license(s) expires 04/28/2006.
If request and fee for license renewal is not received by the expiration date, the authority conferred by the license ends on that date. If request and fee for license renewal is received by the expiration date, you may continue to act under your license until the issuance of the renewed license or until the expiration of 15 calendar days after you were notified that your request for renewal has been refused.

LICENSE TYPE	INSURANCE LINES	FEE:
Agent	Life, Disability	$ 50.00

Amount due if received on or before 04/28/2004	$ 50.00
Amount due if received between 04/29/2004 and 05/28/2004	$ 75.00
Amount due if received between 05/29/2004 and 06/28/2004	$ 100.00

Licenses that expired 60 or more days ago must be reinstated. New appointments/affiliations are required. New fees apply. If any questions please call (360)725-7144. Fax: (360)586-2019

Send check payable to the WASHINGTON STATE INSURANCE COMMISSIONER.
Mail: Office Of The Insurance Commissioner
PO Box 40257
Olympia, Wa 98504-0257

Direct Delivery Only
5000 Capitol Blvd
Tumwater WA 98501

PLEASE RETURN ENTIRE RENEWAL NOTICE WITH REMITTANCE

ADDRESS CHANGE: _____ _____
STREET CITY ZIP

I HEREBY CERTIFY THAT, EXCEPT AS STATED ON THE REVERSE:
(1) I have not been convicted of a misdemeanor involving theft, fraud, embezzlement or mishandling of funds or other irregularities in money transactions.
(2) I have not been convicted of a felony.
(3) I have met the continuing education requirement by completing 32 hours of approved courses. I have attached copies of my State of Washington continuing education certificates to this renewal form.

Social Security No. [redacted] HENDEGA363J8

SIGNATURE: G Henderson DATE: 4-24-04

6332 04/27/06 $50.00

LICENSE RENEWAL NOTICE
STATE OF WASHINGTON

February 15, 2006

HENDEGA363J8

MIKE KREIDLER
INSURANCE COMMISSIONER

HENDERSON GREGG A
20900 NE 42ND ST
SAMMAMISH WA 98074

Your present license(s) expires 04/28/2006. Your renewed license(s) expires 04/28/2008.
If request and fee for license renewal is not received by the expiration date, the authority conferred by the license ends on that date. If request and fee for license renewal is received by the expiration date, you may continue to act under your license until the issuance of the renewed license or until the expiration of 15 calendar days after you were notified that your request for renewal has been refused.

LICENSE TYPE	INSURANCE LINES	FEE:
Agent	Life, Disability	$ 50.00

Amount due if received on or before 04/28/2006	$ 50.00
Amount due if received between 04/29/2006 and 05/28/2006	$ 75.00
Amount due if received between 05/29/2006 and 06/28/2006	$ 100.00

Licenses that expired 60 or more days ago must be reinstated. New appointments/affiliations are required. New fees apply. If any questions please call (360)725-7144. Fax: (360)586-2019

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Olympia, Wa 98504-0257

Direct Delivery Only
5000 Capitol Blvd
Tumwater WA 98501

PLEASE RETURN ENTIRE RENEWAL NOTICE WITH REMITTANCE

ADDRESS CHANGE: _____ _____ _____
STREET CITY ZIP

I HEREBY CERTIFY THAT, EXCEPT AS STATED ON THE REVERSE:

(1) I have not been convicted of a misdemeanor involving theft, fraud, embezzlement or mishandling of funds or other irregularities in money transactions.

(2) I have not been convicted of a felony.

(3) I have met the continuing education requirement by completing 24 CE course hours including 3 hours of Ethics. I have attached copies of my State of Washington continuing education certificates to this renewal form.

WAOIC#: 193414

SIGNATURE: G Henderson DATE: 4-25-06

* * * LICENSE RENEWAL NOTICE * * *
STATE OF WASHINGTON

February 19, 2008

WAOIC # : 193414

MIKE KREIDLER
INSURANCE COMMISSIONER

HENDERSON, GREGG A
20900 NE 42ND ST
SAMMAMISH WA 98074

000106530 04/29/08 50.00

Your present license(s) expires 4/28/2008. Your renewed license(s) expires 4/28/2010. If request and fee for license renewal is not received by the expiration date, the authority conferred by the license ends on that date. If request and fee for license renewal is received by the expiration date, you may continue to act under your license until the issuance of the renewed license or until the expiration of 15 calonder days after you were notified that your request for renewal has been refused.

LICENSE TYPE	INSURANCE LINES	FEE:
Agent	Life, Disability	$50.00
Amount due if received on or before 04/28/2008		$50.00
Amount due if received between 4/29/2008 and 5/28/2008		$75.00
Amount due if received between 5/29/2008 and 6/28/2008		$100.00

Licenses that expired 60 or more days ago must be reinstated. New appointments/affiliations are required. New fees apply. If any questions please call 360-725-7144 Fax:360-586-2019

Send Check Payable to the WASHINGTON STATE INSURANCE COMMISSIONER

Mail: Office of Insurance Commissioner
P.O.Box 40257
Olympia, WA 98504-0257

Direct Delivery Only
5000 Capitol Blvd.
Tumwater WA 98501

PLEASE RETURN ENTIRE RENEWAL NOTICE WITH REMITTANCE

ADDRESS CHANGE:

STREET CITY ZIP

I HEREBY CERTIFY THAT FOLLOWING IS TRUE FOR THIS PERIOD OF LICENSURE.
(1) I have not had my insurance license revoked, suspended or surrendered for cause by any state or province.
(2) I have not been convicted of a misdemeanor involving theft, fraud, mishandling of funds or irregularities in money transactions.
(3) I have not been convicted of a felony.

(4) I have met the continuing education requirement by completing 24 hours approved CE Courses including 3 hours of Ethics.

I have included copies of my State Of Washington continuing education certificates with this renewal form.

IF UNABLE TO CERTIFY TO ANY OF THE ABOVE STATEMENTS, EXPLAIN ON THE REVERSE SIDE.

SIGNATURE: G Henderson DATE: 4-25-08