

FILED
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A.M. JUN - 5 2000 P.M.
PIERCE COUNTY, WASHINGTON
TED RUTT, COUNTY CLERK
BY _____ DEPUTY

SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

AMWAY CORPORATION,
a Michigan corporation,

Plaintiffs,

v.

JAMES B. MEADE II,
a Washington resident, and,
GORDON, THOMAS, HONEYWELL,
MALANCA, PETERSON & DAHEIM,
P.L.L.C., a Washington professional
liability corporation,

Defendants.

No. 00 2 08439 6

COMPLAINT FOR SPECIFIC
PERFORMANCE, CONTEMPT
OF COURT, AND INJUNCTION

2 JUN - 6 2000

I. IDENTITY OF PARTIES

1. Plaintiff, Amway Corporation, is a corporation organized under the laws of the state of Michigan and is qualified to do business in Washington state.

2. Defendant Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim, P.L.L.C. (Gordon, Thomas), is a professional limited liability company organized under the laws of the state of Washington and is the successor in interest to Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim, which is believed to have been a professional service corporation prior to the formation of the current professional limited liability company in 1994. Gordon, Thomas has at all times since prior to 1985 operated as a law firm. Defendant James B. Meade II (Meade) is an attorney who at all times relevant to this litigation has practiced with Gordon, Thomas as a principal.

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II.

Amway was involved as a defendant in previous litigation in Pierce County Superior Court entitled *Heckart v. Amway Corp., et al.*, Pierce County Cause No. 85-2-01841-4 (Heckart litigation). Gordon, Thomas was the attorney of record for the plaintiff.

III.

The Heckart litigation was resolved between the parties. The parties and their respective counsel executed a Settlement Agreement dated August 4, 1988 (Heckart Settlement Agreement), that was binding on all parties and their respective counsel. The Heckart Settlement Agreement, among other things, prohibited disclosure either directly or indirectly of any information or documents or materials produced by Amway in the course of the litigation.

IV.

Amway fully performed all obligations incurred by it in the Heckart Settlement Agreement. Based upon the execution of the Heckart Settlement Agreement and Amway's performance of all obligations thereunder, the litigation then pending was dismissed with prejudice by order of the Pierce County Superior Court.

V. RETENTION OF JURISDICTION/VENUE

The Heckart Settlement Agreement provided that jurisdiction and venue of any dispute with regard to its confidentiality provisions lay with the Pierce County Superior Court.

VI. BREACH OF DUTY – DOCUMENTS

Meade and Gordon, Thomas have intentionally and willfully breached the agreement by disclosing information and filing copies of a confidential document, obtained from Amway in the

1 Heckart litigation. The breach occurred in litigation in King County Superior Court against Amway and
2 others. Meade and Gordon, Thomas have further excerpted portions of protected documents and
3 quoted substantial passages in pleadings filed with the King County Superior Court.
4

5 **VII. BREACH OF DUTY—INFORMATION**

6 Meade and Gordon, Thomas have disclosed the existence of confidential documents to unrelated
7 third parties and have thereby invited coercive production of the documents in order to irrevocably
8 destroy the confidentiality thereof. This disclosure of the existence of such documents is a breach of the
9 confidentiality agreement and was done with the intent of evading its provisions and rendering the
10 agreement nugatory.
11

12 **VIII.**

13 Meade and Gordon, Thomas have, by their willful disclosure of protected information and
14 documents, sought to nullify any contractual remedy granted to Amway by the Heckart Settlement
15 Agreement through their attempts to render the release of information irreversible. Amway has been
16 harmed and will continue to be harmed by these disclosures.
17

18 **IX. SPECIFIC PERFORMANCE—ALTERNATE REMEDY**

19 Amway is entitled to specific performance of the Heckart Settlement Agreement regarding the
20 release of protected information and documents. Additionally, because Meade and Gordon, Thomas
21 have by their wrongful acts attempted to obviate Amway's contractual rights in this regard, Amway is
22 entitled to a decree requiring Meade and Gordon, Thomas to turn over all information and documents
23 protected by the settlement agreement, whether written, electronic or any form whatsoever, that are
24 maintained or retained, and whether as complete copies or excerpts, including portions included or
25 quoted in other documents or pleadings. Additionally, for this same reason, Amway is entitled to a

1 decree requiring Meade and Gordon, Thomas to provide to Amway a list of all persons known to have
2 had access to the above-described information or documents.
3

4 **X. CONTEMPT OF COURT**

5 Meade and Gordon, Thomas, by their intentional and willful disregard of a stipulation for
6 settlement and dismissal of the prior Pierce County litigation made pursuant to provisions of CR 2(A),
7 have violated and disobeyed a lawful order of the Court and are in contempt of court.
8

9 **XI. REMEDIAL SANCTION**

10 The Court has the power to coerce or compel compliance with the Heckart Settlement
11 Agreement and the confidentiality provisions included therein pursuant to the terms of RCW 7.21.030,
12 RCW 2.28.010 and RCW 2.28.020.
13

14 **XII.**

15 Meade and Gordon, Thomas have by their intentional and wrongful disclosure of confidential
16 information and documents sought to obliterate the confidentiality provisions of the Heckart Settlement
17 Agreement, notwithstanding explicit acknowledgement and judicial admissions by Meade and Gordon,
18 Thomas that the documents and information are subject to the Heckart Settlement Agreement and an
19 earlier protective order entered in the Heckart litigation.
20

21 **XIII. RETURN OF DOCUMENTS - EXPUNGEMENT**

22 Any mere reiteration of the earlier agreements and provisions with regard to protection of
23 confidentiality of documents and information is likely to be ineffectual and would further require
24 continuing court supervision and intervention to ensure compliance. Accordingly, a verified return of all
25 documents and information is the remedy best calculated to insure compliance with prior undertakings.

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XIV. ATTORNEYS' FEES


Amway is entitled to an award of reasonable attorneys' fees incurred by it in enforcing the confidentiality provisions of the settlement agreement as a contempt of court in accordance with the provisions of RCW 7.21.030(3).

XV. INJUNCTION

Amway is entitled to a permanent injunction requiring the return of all information in documents as pled here and above and further, an order that permanently enjoins Meade and Gordon, Thomas and anyone in privity with them from disseminating, revealing or disclosing any information relating to discovery in the Heckart litigation as defined in the Heckart Settlement Agreement.

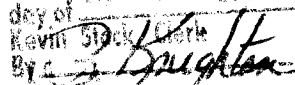
DATED this 2 day of June, 2000

LEE SMART COOK MARTIN & PATTERSON, P.S., INC.

By: 
Joel E. Wright, WSBA No. 8625
Sam B. Franklin, WSBA No. 1903
Craig D. Blackmon, WSBA No. 29240
Attorneys for Amway Corporation

CERTIFIED COPY

STATE OF WASHINGTON, County of Pierce
s/s/ Kevin Stock, Clerk of the above
entitled Court, do hereby certify that this
foregoing instrument is a true and correct
copy of the original now on file in my office.
IN WITNESS WHEREOF, I hereunto set my
hand and the Seal of said Court this

day of June, 2000
Kevin Stock, Clerk
By:  Deputy

Law Offices

LEE SMART COOK MARTIN & PATTERSON
P.S., Inc.