

# EXHIBIT B

## Barry Goheen

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**From:** Anton Ewing <anton@antonewing.com>  
**Sent:** Tuesday, May 21, 2024 7:43 PM  
**To:** Barry Goheen  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)  
**Attachments:** 5-21-2024 new civil lawsuit.pdf

This lawsuit is being filed tomorrow

Let me know if you are going to be the attorney on this case and whether you will stipulate to service of process.

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**From:** Barry Goheen <barry.goheen@pierferd.com>  
**Sent:** Tuesday, May 21, 2024 3:09 PM  
**To:** Anton Ewing <anton@antonewing.com>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Yes

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <anton@antonewing.com>  
**Sent:** Tuesday, May 21, 2024 6:08:24 PM  
**To:** Barry Goheen <barry.goheen@pierferd.com>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Are you agreeing to formal service of written discovery only on May 31<sup>st</sup> with responses due within 30 days thereafter? This means you cannot object to service and the 30 day response time which is clearly before the 7/2 ENE.

If yes, then we can conference on June 4<sup>th</sup> at 10 AM for the 26f and be done with this.

Otherwise, I have the following email ready to send to Judge Goddard which I will send if you fail to respond to the above.

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Dear Honorable Judge Goddard:

In accordance with your chamber rules, I have made multiple attempts to schedule a meet and confer with defense counsel Barry Goheen. In writing, he has repeatedly refused, lowering himself to name calling and other ad hominem attacks upon me.

On May 20, 2024, Defendant filed an Answer. Thereafter I asked Mr. Goheen for a date and time to conduct the 26f conference. Mr. Goheen, not plaintiff, offered up May 24, 2024 at 12PM. I re-arranged my appointments to accommodate his requested date and time. We even agreed to use zoom for the conference. On top of that, we agreed to service of discovery via email as a pdf attachment with a reply as received confirmation.

Then your Honor filed the ENE order on the docket. The next day, Mr. Goheen made up several excuses, all of which conflicted with each other, as to why he was cancelling the meeting date and time. He first response was: *“there is no need to rush through a 26(f) this week.”* Mr. Goheen did not cancel because of a trial or other deposition. Mr. Goheen did not cancel because of a family matter or a sick child.

Then Mr. Goheen later changed his excuse to: *“To be clear: I am not going to be available on Friday”*

Then Mr. Goheen later changed his excuse to: *“I’m not available on Friday as I am on vacation all next week and have other matters to attend to prior to then. This is not going to happen on Friday the 24th so get it out of your head.”*

Then Mr. Goheen asserted: *“You are seriously overstating the degree to which I care about what you think. For the final time, I am not meeting on Friday. You blathered on about wanting to meet as soon as possible once you saw our counterclaims, and in the absence of any court guidance, I agreed as an accommodation to your usual nonsensical statements and positions. Subsequently, the court entered an order setting forth appropriate deadlines, which were nowhere near this Friday, but now you want to go forward anyway, even though it is patently*

*absurd to do so. I am not going to be available on Friday and there is no need for me to be given the courts order, and you are going to have to deal with it.”*

Rule 26f provides that the 26f conference shall occur “as soon as practicable” and that date was provided by Mr. Goheen, not plaintiff, as May 24, 2024 at noon.

*I accordance with your chamber rules, I then asked Mr. Goheen to meet and confer and he has repeatedly refused to do so. In fact, his latest response to me was: “Until you gain some semblance of humanity and professionalism, I which we both know will never happen, I am not going to communicate with you on any subject whatsoever. Nor am I under any obligation to given your unprofessionalism. But I am flattered that you are so worried about getting rung up that you have gone to these ridiculous and preposterous lengths. Thank you for that. Goodbye, and there will no more responses to your harassing and unprofessional emails.”*

Mr. Goheen seems to think that I have set him emails that contain “unprofessional” language. I am eager and excited to provide the Court with ALL of my emails from today and yesterday to prove that there is no such language in any of my emails.

This case has been pending for nearly a year without any discovery. I am requesting a conference with your Honor in accordance with your chamber rules on this matter.

Dates available:

5/22/2024 from 8AM to 12 PM

5/23/2024 from 8 AM to 5 PM

5/24/2024 from 12 PM to 5 PM

Respectfully submitted,  
Anton Ewing, Plaintiff pro se

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From: Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>

Sent: Tuesday, May 21, 2024 3:05 PM

To: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Subject: Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I don't recall where this started, but this is where it will end. You can serve discovery on May 31 should you so choose. That seems to be the condition to confer on June 4 and that will resolve this pointless spat. Confirm.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 5:59:52 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

"The email must include: (1) at least three proposed times mutually agreed upon by the parties for the telephonic conference; (2) a *neutral* statement of the dispute; and (3) one sentence describing (not arguing) each parties' position. The movant must copy opposing counsel on the email."

What days are you available for the Judge?

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 2:20 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Until you gain some semblance of humanity and professionalism, I which we both know will never happen, I am not going to communicate with you on any subject whatsoever. Nor am I under any obligation to given your unprofessionalism. But I am flattered that you are so worried about getting rung up that you have gone to these ridiculous and preposterous lengths. Thank you for that. Goodbye, and there will no more responses to your harassing and unprofessional emails.

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 5:16 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I asked you to meet and confer regarding your failure to conduct a 26f on Friday at noon (like you asked for)

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 2:15 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I look forward to our discussion on June 4. Goodbye.

Barry Goheen  
PiersonFerdinand

[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 5:13 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

You should know that civil code 47(b) and the anti-slapp rules apply. You will likely become very familiar with these laws when I file my various motions that you will have to defend.

Your client has just earned a new superior court breach of contract lawsuit, as well as a new TCPA lawsuit for the April violation, an anti-slapp motion, a 12b6, and a Rule 11 motion for sanctions.

But for now, I need for you to meet and confer with me regarding your failure to conduct a 26f on the date and time that you provided to me yesterday via email. Judge Goddard demands that you meet and confer with me. If you decide to disobey the Judge's order, then that is your call.

This is my final request to you to meet and confer on this discovery matter that you refuse to honor. After this, I will follow the Magistrate's chamber rules to resolve this matter properly.

Have a nice day and enjoy your vacation.

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 2:00 PM

To: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Subject: Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I could not possibly care less what you do. I have not violated any rules whatsoever and the only person whose going to look like a fool is you. And I am completely unbothered by that prospect, and in fact welcome it.

Barry Goheen

PiersonFerdinand

[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)

(404) 793-3093

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From: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Sent: Tuesday, May 21, 2024 4:58 PM

To: Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>

Subject: RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

There is a State Bar case pending against you for engaging in the excessive practice of law in California without being admitted to the California Bar.

You are not allowed to run a business of representing multiple clients in multiple pending cases in California when you have not passed the CA bar examination.

It would appear that you have violated the spirit of the rule that limits pro hac vice admissions in a given year and that you are regularly engaged in the practice of law here.

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From: Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>

Sent: Tuesday, May 21, 2024 1:04 PM

To: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Subject: RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I did not agree to May 31 for service of anything; I agreed to your proposal that we could serve discovery by PDF email. If you have something that says I agreed to May 31, please show me. It is not possible that this is a "discovery delay tactic" because the court has ordered us to accomplish things by certain dates, which we both seem to agree is our intention. What about 10 PT on June 4? Thanks.

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From: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Sent: Tuesday, May 21, 2024 3:56 PM

To: Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>

Cc: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Subject: RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I was trying to see what you were referencing about a prior order. This is what I found at PageID.238 filed on 1/19/2024 as ECF No. 23:

“If Plaintiff believes that an opposing party’s litigation-related conduct has violated the law or this Court’s rules, Plaintiff may instead resort to a properly supported, noticed motion for sanctions.”

You stated: “Of course, any motion for sanctions would, in itself, be sanctionable as it would violate the court’s very specific order to you in its first ruling in this case”

I do not see where the DJ has made an order that comports with your threat shown above. What “first ruling in this case” are you talking about?

PageID.397 in ECF No. 24 states: “Any such motion must comply with the Federal Rule of Civil Procedure 11: i.e., the motion’s factual and legal contentions must have evidentiary support and be consistent with law.”

I am happy to meet with you on June 4<sup>th</sup> for the 26f if and only if you agree that this is not a discovery delay tactic in this case that has already dragged on for nearly a year since it was filed. By that I mean that you must agree, in writing, that discovery may be served on you on May 31, 2024 via email (as you agreed to already). That will force you to respond to discovery prior to the July 2, 2024 ENE conference. Without any discovery responses, it will be impossible to reasonably and properly evaluate this case for settlement. Further, you have already expressed, in writing, many times in fact, that this case will not settle. So, you have nothing to lose. Why not start the discovery clock? If you agreed to service of written discovery only, on May 31<sup>st</sup>, then we can confer for 26f on June 4<sup>th</sup>. Otherwise, your intent is only, strictly and solely to cause unnecessary and unreasonable additional delay.

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Below is the exact language of Judge Goddard’s rule regarding meet and confers about discovery. Are you refusing to conduct a meet and confer on this matter of scheduling the 26f that you already agreed would be conducted on Friday at noon?

“Discovery Disputes. The parties must meet and confer in an attempt to resolve any discovery disputes before contacting the Court. After meet and confer attempts have failed, the movant must e-mail chambers at [efile\\_goddard@casd.uscourts.gov](mailto:efile_goddard@casd.uscourts.gov) seeking a conference (either by telephone or videoconference) with the Court to discuss the discovery dispute. The email must include: (1) at least three proposed times mutually agreed upon by the parties for the telephonic conference; (2) a neutral statement of the dispute; and (3) one sentence describing (not arguing) each parties’ position. The movant must copy opposing counsel on the email.”

From: Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>

Sent: Tuesday, May 21, 2024 11:52 AM 1/19/2024 at

To: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Subject: Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I'm not accepting service of anything, which in any event would have to come from the attorney you claim to have retained and not from you. If there is such a person, let me know his or her name. I'm betting there isn't one.. Nor have I received anything.

Of course, any motion for sanctions would, in itself, be sanctionable as it would violate the court's very specific order to you in its first ruling in this case. If you want to test the judge's patience and open yourself up to another sanctions motion, feel free to do so. We are under no order or compulsion whatsoever to meet on Friday and there is not one thing I have done or said that would prompt a sanctions motion, which would so obviously violate Rule 11 that it would allow us to renew our own sanctions motion. So, go for it. Otherwise, let me know when between June 4 and 7 you're available.

Barry Goheen

PiersonFerdinand

[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)

(404) 793-3093

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From: Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>

Sent: Tuesday, May 21, 2024 2:46:58 PM

To: Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>

Subject: RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

You are putting words into my emails that do not exist. I never refused to conduct a 26f with you at all. Please stop making facts out of thin air.

I am asking you to meet and confer prior to filing for sanctions in accordance with the Magistrate's chamber rules. That is all I am formally demanding here. You set a date with me, then you cancelled it without justification other that you want to delay this matter. The Rule says "as soon as practicable". You might want to read that rule again if you have not read it in a while. I understand that.

Please stop the name calling. I have not engaged you in that manner and you should refrain from such language now.

We are going to meet and confer as required by the Judge or you can make a decision and I will follow the Judge's rules accordingly. Nothing to get upset about sir. It is just how this civil litigation works. But you know that already.

Will you accept service of the Superior Court action?

When can you meet and confer regarding sanctions?

Did you get my Rule 11 notice via pdf?

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 11:40 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

You are seriously overstating the degree to which I care about what you think. For the final time, I am not meeting on Friday. You blathered on about wanting to meet as soon as possible once you saw our counterclaims, and in the absence of any court guidance, I agreed as an accommodation to your usual nonsensical statements and positions. Subsequently, the court entered an order setting forth appropriate deadlines, which were nowhere near this Friday, but now you want to go forward anyway, even though it is patently absurd to do so. I am not going to be available on Friday and there is no need for me to be given the courts order, and you are going to have to deal with it. These things get rescheduled all the time, and this is one of those times. There is no court order requiring us to meet on Friday and we are not going to. I will assume based on your continued harassing and silly emails that you are not interested in having a professional 26(f) conference between June 4 and 7, and I will report to the court accordingly under that assumption.

If you have an attorney, as you said in a previous email, although I'm seriously doubtful of that proposition, you should have him or her contact me going forward.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 2:32:53 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

**You sent an email on 5/20/2024 at 12:39 PM stating “Assuming you were talking about Pacific time, let's go with noon on Friday. “**

**You stated that this time was in fact available. Now you are asserting, less than 13 hours later that you are “not available on Friday as I am on vacation all next week and have other matters to attend to prior to then”**

**You are refusing to meet and confer in accordance with the Magistrate's chamber rules. Please review those rules and let me know what decision you are making here.**

**You stated earlier today that you were going to cancel the scheduled 26f meeting for Friday because "there is no need to rush through a 26(f) this week" (your email from 8:10 AM today). Then you emailed at 8:30 AM that your new reason for cancelling our agreed upon date and time was because it was "3 weeks before the deadline".**

We need to meet and confer about your multiple different reasons for cancelling our meeting that we scheduled together, which you proposed and I changed my scheduled to accommodate.

I am not going to allow you to dictate my calendar and cause me harm with your changes. You have not asserted that you have a medical issue and you have not claimed you are busy with trial. You provided the date and time.

**Rule 26f expressly states " the parties must confer as soon as practicable—and in any event at least 21 days before a scheduling conference is to be held"**

The rule tell us to get this done ASAP (as soon as practicable). You are available. We have scheduled it.

Now we will meet and confer.

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 10:49 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Of course we will meet Nd confer, anytime between June 4 and 7 Penny prior note. I am not refusing to meet and confer and if you are trying to say otherwise, you are obviously wrong. I'm not available on Friday as I am on vacation all next week and have other matters to attend to prior to then. This is not going to happen on Friday the 24th so get it out of your head. let me know your availability between the 4rh and the 7th.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 1:33:59 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

This is a formal demand to meet and confer as required by chamber rules.

You have a choice to make. Have a nice day

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 9:02:46 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I am not going to participate Friday. Don't be silly by calling something a "promise" that was done strictly to accommodate your irrational desire to have the conference before the pleadings had closed, which is not the normal litigation course. Now, the court has given us a schedule and the deadline to meet is three weeks from today, so it is pointless to have the meeting before you have even answered the counterclaims. To be clear: I am not going to be available on Friday, and I've given you four days in which I am available. If you choose not to avail yourself of those dates, that's on you. Don't bother emailing me back on this subject other than to let me know which of the four dates I've given you works for you. Thanks.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 11:57:12 AM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

You made an appointment with me. Please do not break your promise.

I will see you on Friday like we agreed. It will not take long.

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 8:30:17 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I am not doing it on Friday, 3 weeks before the deadline and before the pleadings have closed.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Tuesday, May 21, 2024 11:25:11 AM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I already moved a lot of things around. It would work an undue burned now.

I want to keep what we agreed upon.

See you Friday sir.

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Tuesday, May 21, 2024 8:09:52 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Yesterday's order (attached) setting June 11 as the 26(f) deadline and June 25 for the CMC statement, there is no need to rush through a 26(f) this week. How about let's reset anytime from June 4-7 as I am pretty open during that period. Thanks.

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 20, 2024 4:29 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I don't recall if you agreed to this previously, but will you stipulate and consent to mutual service of discovery via email under the following condition:

1. We would each CC ourselves on emails with pdf attachments and the receiver will reply back with a "received" email to acknowledge receipt of the discovery document.

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 20, 2024 12:44 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Your call sir.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 20, 2024 3:42:47 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Noon this Friday pacific time. I have blocked the calendar.

Would you prefer zoom or telephone?

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 20, 2024 12:39 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Assuming you were talking about Pacific time, let's go with noon on Friday.

It is obviously premature to discuss deposition dates since there's not even a schedule in place yet. once we agree on a discovery schedule, and it is formally entered by the court, we can discuss depositions. I anticipate, and assume you will agree, your deposition and the deposition of the defendant will take place more or less on consecutive days, or perhaps with a one-day gap but otherwise, during the same week.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 20, 2024 3:32 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

This Friday is open for s 26f from 12 to 5pm.

I will ask you questions. You will eventually answer through discovery, motions, and depositions. You can't hide right? This is litigation. Everything comes out.

Will you be ready to provide deposition dates or are you going to force me to notice a deposition and then you object 4 days before the noticed date?

---

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 20, 2024 12:29 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Why don't we make it this Friday. I'm now out of town on Tuesday for rest of week.

You can ask all the questions you want but they are not going to be answered in a 26(f) conference.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 20, 2024 3:26 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Tuesday the 28<sup>th</sup> is open.

I will be asking you what words are the "defamatory" words and how you believe the 47b does not, apparently, apply.

I will also be asking you about what confidential information was disclosed, allegedly, that was not part of enforcing the agreement your client signed.

Please be ready to discuss this as well as deposition dates for the 26f meeting. Thank you and have a nice day.

---

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 20, 2024 11:06 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Typically 26(f) conferences should not be held until after the pleadings have closed, and the pleadings haven't closed yet, but if you are anxious to have one I think next Tuesday looks good for me but need to confirm.

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 20, 2024 1:55 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

What day do you have open for a 26f conference?

We will litigate via discovery and depositions

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**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 20, 2024 10:53 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I'm not litigating with you by email.

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 20, 2024 1:52 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Can you quote to me the exact words that you assert are or were "disparaging" to your client?

---

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 6, 2024 2:05 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Cc:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

it is not unprofessional and you and I both know you're not going to file a motion for sanctions over something like this so don't even go there. I have told you our position.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 6, 2024 5:02:43 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Cc:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Nothing about this is customary. I am not a lawyer.

I am simply asking you to look at your calendar and pick a date.

It is not hard. You can make this difficult. If you want to be unprofessional, and get a motion for sanctions, just keep up this game Barry.

---

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 6, 2024 2:00 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Cc:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

No answer has been filed yet, so let's wait until the answer is filed to schedule, as is customary.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

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**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 6, 2024 4:54:57 PM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Cc:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Then let's pick a date for the 26f. What date and time are you available for the 26f?

I am only asking you for a calendaring function here. I am not engaging in discovery.

---

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Monday, May 6, 2024 1:52 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Cc:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Thank you for your note. Freedom Forever does not accept the offer and there is no counter. It seems that you are not filing an amended complaint based on your recent correspondence. Therefore, we will file an answer on the timeline set by court and we also look forward to your deposition. Thanks again.

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Monday, May 6, 2024 11:59 AM  
**To:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>; Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

This is the last agreement.

If you want to use these terms and have your client pay \$9500, I will dismiss the lawsuit. One change will be that no attorney fees are allowed for either party in any future lawsuit.

Otherwise, it looks like you are going to file an Answer soon and then a 26f and then depositions as well as written discovery will proceed.

I will also be filing another lawsuit for the most recent calls. Additionally, since you violated paragraph 4G via your filings in this lawsuit, that will be yet another lawsuit that I will be filing.

---

**From:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Sent:** Wednesday, April 17, 2024 1:01 PM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>; Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Subject:** Re: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Mr. Ewing: thank you for alerting us to this. Can you please provide details on the call, and the company will be happy to investigate. Thanks.

Barry Goheen  
PiersonFerdinand  
[Barry.goheen@piersonferdinand.com](mailto:Barry.goheen@piersonferdinand.com)  
(404) 793-3093

---

**From:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Sent:** Wednesday, April 17, 2024 3:40:23 PM  
**To:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Cc:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** RE: Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

I just received another call from your client for solar. It was a telemarketing call.

Would you like for me to file a new case?

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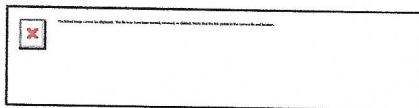
**From:** Larry Schmadeka <[larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)>  
**Sent:** Wednesday, March 13, 2024 9:12 AM  
**To:** Anton Ewing <[anton@antonewing.com](mailto:anton@antonewing.com)>  
**Cc:** Barry Goheen <[barry.goheen@pierferd.com](mailto:barry.goheen@pierferd.com)>  
**Subject:** Freedom Forever/Ewing (USDC SD CA Case No. 23-cv-01240-JLS-AHG)

Dear Mr. Ewing:

Please find attached our reply submitted to the court this morning.

Best regards,

**Larry R. Schmadeka**  
**Partner**



Mail: 260 Newport Center Drive, Suite 100, Newport Beach, CA 92660  
Office: 12100 Wilshire Blvd, Suite 800, Los Angeles, CA 90025  
Direct: 949.694.5388  
Cell: 213.880.1558  
Email: [larry.schmadeka@pierferd.com](mailto:larry.schmadeka@pierferd.com)  
<https://pierferd.com/>

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