

WOODNICK LAW, PLLC

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 *Gregg R. Woodnick* [REDACTED]  
5 *Kaci Y. Bowman* [REDACTED]  
6 *Attorneys for Defendant*

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9 In Re the Matter of:

10 [REDACTED]

11 Plaintiff,

12 v.

13 **GREGORY GILLESPIE,**

14 Defendant.

Case No.: CV2021-052893

15 **RESPONSE/OBJECTION TO  
16 PLAINTIFF'S MOTION TO EXTEND  
17 TIME TO FILE A RESPONSE**

(Assigned to the Hon. Alison Bachus)

18 Defendant, GREGORY GILLESPIE, by and through undersigned counsel, hereby  
19 files his Response/Objection to Plaintiff's Motion to Extend Time to File a Response to  
20 the Defendant's Motion to Dismiss/Partial Motion for Judgment on the Pleadings.  
21 Defendant provides as follows:

22 1. **Under normal circumstances, routine requests for time extensions  
23 should be liberally granted.**

24 a. This is not a normal circumstance nor a routine request as Plaintiff has a  
25 history of claiming legal representation when none exists.

26 b. These claims are part of a pattern of Plaintiff's limited transparency, which  
27 are more fully detailed in Defendant's counterclaim filed on January 4, 2022.  
28

1 c. More specifically as it relates to Plaintiff's claims of having legal  
2 representation, on August 22, 2021, Plaintiff sent Defendant an email exchange  
3 allegedly between herself, and California attorneys Joe Cotchett and Alison E.  
4 Cordova, discussing pursuing legal action against Defendant. Plaintiff attached a  
5 contingent fee agreement between herself and Cotchett, Pitre, and McCarthy, LLP,  
6 dated August 23, 2021 (**Exhibit A**). Upon information and belief, Alison E. Cordova  
7 is not employed at the firm and was not employed by the firm on August 22, 2021.  
8

9 d. An email dated August 24, 2021 indicated the firm does not represent  
10 Plaintiff in this matter (**Exhibit B**).  
11

12 e. Defendant asserts that the one-week courtesy extension offered is more  
13 than reasonable and enough time for an attorney to review "40+ docket entries" many  
14 of which are brief and not substantive in nature.  
15

16 2. **Plaintiff has been aware of Defendant's Motion to Dismiss/Motion for**  
17 **Judgment on Pleadings of Plaintiff's Abortion Coercion Claim ("Motion") since**  
18 **February 3, 2022.**  
19

20 a. On February 3, 2022, Plaintiff and Defendant had an Early Meeting and  
21 specifically discussed the Motion. Plaintiff requested Defendant clarify the Motion  
22 and the parties spoke over the phone a second time later that day (**Exhibit C**).  
23

24 b. A draft of the Motion was also forwarded to Plaintiff as a courtesy on  
25 February 14, 2022 with a request that she stipulate to dismiss the abortion coercion  
26 claim voluntarily prior to Defendant filing the Motion. Plaintiff declined to stipulate.  
27  
28

1 c. Therefore, Defendant's Motion was ultimately filed on February 15, 2022.  
2 Pursuant to Rules 6(c) and 7.1(a)(3), *Arizona Rules of Civil Procedure*, Plaintiff had  
3 ten (10) business days in addition to five (5) calendar days to file a Response.  
4 Therefore, Plaintiff's Response is due on March 7, 2022.  
5

6 d. On February 25, 2022, Plaintiff requested an extension from undersigned  
7 counsel until April 15, 2022. Defendant promptly responded by offering a weeklong  
8 extension, making Plaintiff's Response due March 14, 2022. The court is encouraged  
9 to read Plaintiff's request and Defendant's response (noting that undersigned counsel  
10 inadvertently calculated the response time to be due on March 10, 2022 by failing to  
11 include the five (5) calendar days permitted by Rule 6(c), as referenced above)  
12 **(Exhibit D)**.  
13  
14

15 e. Plaintiff's request would have her filing a Response on April 14, 2022 to a  
16 Motion she had knowledge of on February 3, 2022 and direct access to on February  
17 14, 2022. Requesting what amounts to 2-2.5 months to file a Response to Defendant's  
18 Motion to Dismiss is entirely unreasonable.  
19

20 **WHEREFORE**, Defendant respectfully requests the following:

21 A. That this Court only grant Plaintiff an additional seven (7) days, until  
22 March 14, 2022, to file her Response to Defendant's Motion to Dismiss/Motion for  
23 Judgment on the Pleadings of Plaintiff's Abortion Coercion Claim;

24 B. That this Court grant such other and further relief as deemed appropriate.  
25

26 ///

27 ///

1                   **RESPECTFULLY SUBMITTED** this 28th day of February, 2022.

2   **WOODNICK LAW, PLLC**

3   

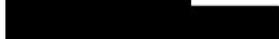
4   \_\_\_\_\_  
5   Gregg R. Woodnick  
6   Kaci Y. Bowman  
7   *Attorneys for Defendant*

8  
9  
10                   **ORIGINAL** of the foregoing e-filed  
11                   this 28th day of February, 2022, with:

12                   Clerk of Court  
13                   Maricopa County Superior Court  
14                   201 W. Jefferson Street  
15                   Phoenix, Arizona 85003

16                   Honorable Alison Bachus  
17                   Maricopa County Superior Court

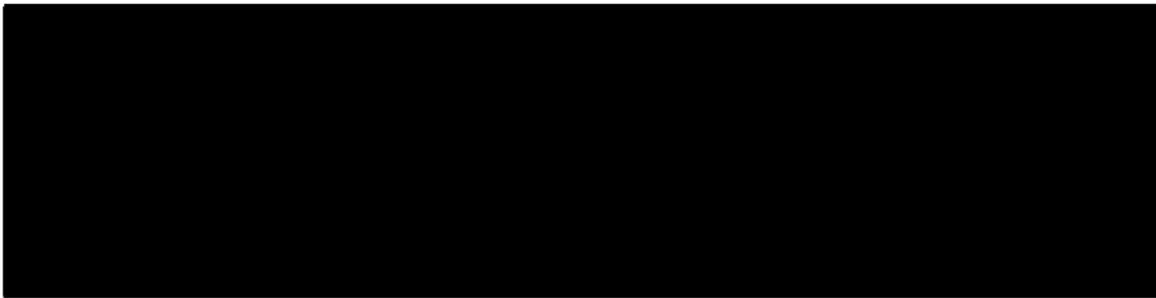
18                   **COPY** of the foregoing document  
19                   e-mailed the same day to:

20                     
21                     
22                   

23                   *Plaintiff Pro Per*

24                   By:   /s/Sara Seeburg

# Exhibit “A”



---

**From:** [REDACTED]  
**Sent:** Sunday, August 22, 2021 10:49:44 PM  
**To:** Greg Gillespie [REDACTED]  
**Subject:** Urgent: copy of conversation with Joe Cotchett & contract



Hi Uncle Joe,

First of all, I hope you had a great weekend and that the smoke didn't get as bad on the peninsula as you thought it would! I miss our dinners and hope you get out here soon, although I've yet to find another House of Prime Rib, so lower your standards for now!

Again, thank you SO much for the enormous help you've been in this sad situation that I am in. Here's where I am at:

-- after many emails, I heard from Greg this morning. He wanted to discuss things tomorrow at 7pm. I was surprised, but certainly wanted to give him the benefit of the doubt since all I have wanted is for him to keep his word.

- Since his initial message, I have sent more messages that I know he has read and they have been left unresponded to.

- as much as i want to give him more and more chances, I don't think he wants them.

- I think the best call is to pursue alternative service and try to get him twice: once by posting on his house door and the other by calling his company and finding a co-worker to serve him. I think you're right that you would be better at making those phone calls than me. I texted you the co-workers who we could ask to serve.

- Once that happens, we can file for the punitive damages like you recommended. I really do stand firm in staying under \$100,000 in punitive damages, but I guess it also depends on the damages to the child, although wouldn't that also be covered in family court?

- I will think about what you said about trying to go for a settlement straight out of the box. I don't want to play this nasty. Honestly, I just wish this never happened and that we could just be happy like he said we could be.

Here's hoping he proves us wrong. i'm giving him one more change.

Love,

[REDACTED]

**From:** Joe Cotchett

**Sent:** Sunday, August 22, 2021 7:42 PM

**To:** [REDACTED]

**Subject:** SENT ON BEHALF OF JOE COTCHETT RE: [REDACTED] PREGNANCY

**Importance:** High

[REDACTED] - what's the update?! I'm ready to get started on this the second you give me the go ahead! As much as I want this guy to be exactly the man he's told you that he is, I'm not convinced that he is. I'm always here for you (and the whole Owens family!) whenever you need me and if you want me to go after this guy, I will make this case a top priority (shhh...) because I really feel for you right now.

Allison sent me over the retention agreement and medical files. Every test result that came into our office matched what you had said. You have an easy open and shut case. This guy has nothing going his way here and I think he could

provide for a real landmark case regarding abortion coercion. This may be very needy and we could make this a public interest story with the snap of a finger. However, in your interest, we could also just follow for judgment immediately so that you could start receiving money immediately.

Remember, any man would feel like the luckiest man alive to have you by his side. You were polite, kind, and thoughtful as a little girl and those qualities got even better as you got older. Regardless of what happens, I am by your side.

Uncle :) **Joseph W. Cotchett**

Founding Partner

COTCHETT, PITRE & McCARTHY, LLP



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**From:** Alison Cordova

**Sent:** Thursday, August 19, 2021 11:47 AM

**To:** Toni Stevens

**Subject:** RE: SENT ON BEHALF OF JOE COTCHETT RE: LAURA OWENS PREGNANCY

**Importance:** High

█ Please see below. Joe's secretary informed me that we had actually received the medical authorizations from you. Thank you! Everything you told us about - pregnancy tests and ultrasounds - aligned with the timing you provided us. There were no past pregnancies on your record and the three obstetricians you saw felt that pregnancy was very consistent with intercourse that took place between June 30 and July 1st. They have all also said that the abortion pills will play a big role in your child's development. It must feel like you have the weight of the world on you, but I have no doubt that the jury will sympathize with your situation.

The next step is to fill out the attached retention agreement.

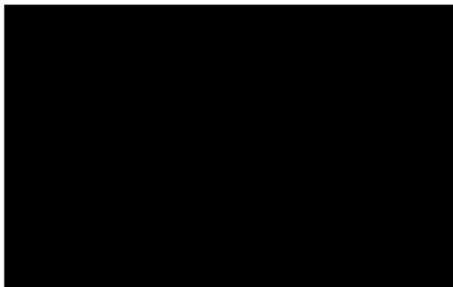
Thank you!

Best,

**Alison E. Cordova**

Associate

COTCHETT, PITRE & McCARTHY, LLP



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--  
**Greg Gillespie**



**CONTINGENT FEE AGREEMENT**

IN CONSIDERATION of the legal services to be rendered by the LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP and the advancement by them of all costs necessary to the prosecution of all claims against party responsible for injuries and damages sustained [REDACTED] on or about June 30, 2021 the undersigned CLIENT, employs said attorneys to commence and prosecute said claims.

[REDACTED]  
\_\_\_\_\_  
INITIALS

**ATTORNEYS' FEES**

CLIENT agrees to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties.

1. The sum of Twenty-three percent (23%) of the net amount recovered by compromise or trial.
2. "Net amount recovered" is that sum received from the responsible parties after deduction of all costs.
3. Attorneys' Fee Payment on Structured Settlement: In the event CLIENT'S recovery will be by some form of periodic payment, the lawyers' fees shall be based on the estimated present value of recovery. These fees shall be due in full immediately upon settlement, verdict, or upon entering into a periodic payment agreement. CLIENT agrees that lawyers shall not be required to recover their fees as a pro rata share of the periodic payments.
4. The said fees do not include fees for appeal and/or retrial of the case. In the event an appeal is prosecuted and/or retrial is ordered, additional fee arrangements will be negotiated between the parties.

[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
\_\_\_\_\_

5. Associate counsel may be employed at the discretion and expense of the attorneys but these associate counsel fees shall not be an additional expense to the CLIENT and shall be deducted from the fees paid to the law firm.



### **ATTORNEYS' COSTS**

The law firm shall advance costs as in their judgment are necessary for the prosecution of these claims, and these costs advanced shall be returned out of the recovery in the case. These costs advanced may include, without limitation, travel expenses, photocopying charges and long distance telephone expenses. The attorneys may in their discretion employ outside investigators and other experts whose fees shall be charged as advanced costs.



### **ATTORNEYS' LIEN AND SPECIAL POWER**

Said LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP is hereby granted a lien upon any recovery for all sums of money advanced by them for attorneys' fees and costs. The attorney is granted the CLIENT'S special power of attorney to endorse all documents in CLIENT'S name which are necessary to finalize or complete the settlement, including the endorsement of a check and/or draft. ATTORNEYS do not have the authority to decide whether to settle or compromise CLIENT'S claims without the express authorization of CLIENT. It is agreed that the law firm may retain fees and costs out of the amount finally collected by settlement or judgment.



### **REPRESENTATIONS**

It is acknowledged that the law firm has made no representation whatsoever regarding the successful termination of said claim.



**WAIVER OF JURY TRIAL REGARDING DISPUTES BETWEEN  
CLIENT AND ATTORNEYS**

By agreeing to arbitration of disputes relating to this Agreement or ATTORNEYS' performance of services hereunder, CLIENT acknowledge that (1) CLIENT is waiving the right to a jury trial as to such disputes; (2) parties' ability to conduct discovery, or get information, is much more limited in arbitration than in court proceedings; and (3) there is limited appellate review of an arbitration. CLIENT knowingly waives the right to a jury trial of any dispute with ATTORNEYS relating to this Agreement, pursuant to *Schatz v. Allen Matkins Leck Gamble & Mallory LLP* (2009) 45 Cal.4th 557, 2009 Cal. LEXIS 125. CLIENT also knowingly waives the right to the full extent of discovery and appellate review that would apply if such a dispute were brought and litigated in court.

\_\_\_\_\_ 

**RIGHT TO SEEK INDEPENDENT LEGAL ADVICE**

Before entering into this agreement, COTCHETT, PITRE & McCARTHY, LLP have specifically advised CLIENT of his or her right to seek the advice of an independent attorney concerning the terms and conditions of this agreement. CLIENT has been encouraged to seek such independent advice as he or she desires concerning any questions on this matter.

\_\_\_\_\_ 

**INSURANCE COVERAGE**

THE LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP maintain errors & omissions insurance applicable to the legal services to be rendered.

\_\_\_\_\_ 

DATED at Scottsdale \_\_\_\_\_, Arizona, this 23rd day of August, 2021.

*(A duplicate copy of this contract has been provided to me.)*

\_\_\_\_\_  
  
\_\_\_\_\_  


**Joe Cotchett**  
**for COTCHETT, PITRE & McCARTHY, LLP**

# Exhibit “B”

**From:** [Gregg Woodnick](#)  
**To:** Patrice Omalley  
**Cc:** [REDACTED] [Kaci Bowman](#); [Sara Seeburg](#)  
**Subject:** URGENT: Gillespie [REDACTED]  
**Date:** Tuesday, August 24, 2021 12:34:40 PM

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Joseph,

I am confused as [REDACTED] shared your fee agreement clearly confirming your firm's involvement. I accept that you are not representing her (and wish she had counsel) but I have never had an opposing party share a fee agreement from a reputable law firm and then have the attorney deny representation.

Perhaps I am being overly cautious. I will point out that there are a number of documents being circulated that appear doctored. If your fee agreement and communications with [REDACTED] are in that vein, I assume your firm would want to be kept apprised.

Please advise.

Gregg

**WOODNICK LAW, PLLC**

[REDACTED]

---

**From:** Patrice Omalley [REDACTED]  
**Sent:** Tuesday, August 24, 2021 12:28 PM  
**To:** Gregg Woodnick [REDACTED]  
**Subject:** RE: Gillespie [REDACTED]

**SENT ON BEHALF OF JOSEPH W. COTCHETT**

Mr. Woodnick,

I am in receipt of your Email and we do not represent [REDACTED] in the above-referenced matter.

Sincerely,  
Joe Cotchett

Joseph W. Cotchett

**COTCHETT PITRE & McCARTHY LLP**

A LITIGATION LAW FIRM – SAN FRANCISCO, LOS ANGELES, NEW YORK

[REDACTED]

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---

**From:** Gregg Woodnick [REDACTED] >  
**Sent:** Tuesday, August 24, 2021 9:40 AM  
**To:** Joseph Cotchett [REDACTED] >  
**Cc:** Kaci Bowman [REDACTED] >; Sara Seeburg [REDACTED] >; Patrice Omalley [REDACTED] >  
**Subject:** RE: Gillespie [REDACTED]

Joseph,

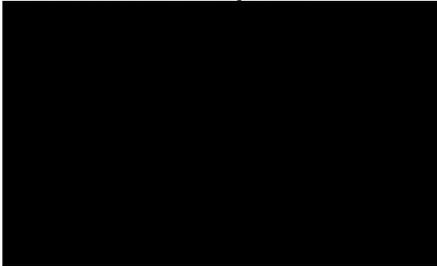
I am sorry to nudge, but this situation in Arizona is escalating with Ms. [REDACTED]. She is continuing to communicate with our client notwithstanding specific instructions to the contrary and has even started contacting his employer and family members. In the middle of the night she sent communication again indicating that she would contact the police if Mr. Gillespie did not reconcile with her? (See attached email from your client entitled "*Criminal charges against Mr. Gillespie*")

If you are her attorney, I need you to confirm that immediately. If you are appearing pro-hac in AZ please also advise the name of your local sponsoring attorney is so that I can loop them into this. If your client is pregnant, we need to arrange the paternity test as my client is happy to pay for the same.

Some of the documents we have been receiving from your client appear to be altered/photoshopped. In all candor, I am not sure if the letter she sent from you "*uncle joe*" is authentic. If it is, I would really like to talk to you today as this is urgent.

Gregg

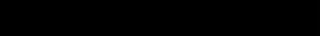
WOODNICK LAW, PLLC

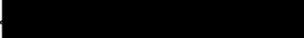


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**From:** Gregg Woodnick

**Sent:** Monday, August 23, 2021 3:37 PM

**To:** 

**Cc:** Kaci Bowman ; Sara Seeburg  >

**Subject:** Gillespie 

Mr. Cotchett,

I represent Greg Gillespie in an Arizona paternity matter.  has indicated that you are her counsel and are part of a civil lawsuit involving our client. We do have a copy of a civil lawsuit she filed (without counsel) that in no way comports with Arizona's Title 25 and does not appear to have been prepared by your office.

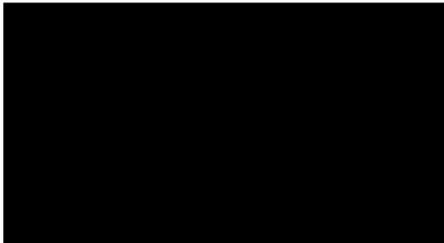
*Are you representing her?* With the level of rancor in the correspondence I am being hyper-careful not to communicate with a represented party. Ms.  has forwarded private communication from you to her regarding this situation and appears to be demanding either remuneration or reconciliation with our client.

Please advise Ms.  that she is not welcome to contact Mr. Gillespie going forward. The parties both have counsel and we should be able to resolve these issues without escalation.

My client has requested a non-invasive prenatal pregnancy test. He has offered to pay for the same and provided information on a qualified lab here in Maricopa County.

Gregg

WOODNICK LAW, PLLC



# Exhibit “C”

[REDACTED]

[REDACTED]

---

**From:** [REDACTED] >

**Sent:** Thursday, February 03, 2022 3:32 PM

**To:** Gregg Woodnick [REDACTED]

**Subject:** Good Faith Consultation Certificate

Mr. Woodnick,

I was looking back at my notes from the call and wanted clarification on the upcoming MTD's. I know that you have to attach a Good Faith Consultation Certificate saying that you have "tried in good faith to resolve the issue" before the Motion is filed. I'm not even sure what issues are that you are trying to get dismissed, so we definitely haven't had a chance to discuss them yet. I'm very uncomfortable with you filing that Good Faith Consultation Certificate until we do. You mentioned adding an additional party, a constitutional issue, and a subject-jurisdiction matter. Please let me know if and when you have more information.

[REDACTED]

# Exhibit “D”

[REDACTED]

---

**From:** Gregg Woodnick

**Sent:** Friday, February 25, 2022 3:19 PM

**To:** [REDACTED]

**Cc:** Kaci Bowman [REDACTED]; Sara Seeburg <[REDACTED]>

**Subject:** Gillespie/[REDACTED]

[REDACTED]

1. You have claimed to be seeking representation from law firms in the past and referenced attorneys who were no longer employed at these firms. You have been aware of the deadline to respond to our Motion to Dismiss/Partial Motion for Judgment on the Pleadings since mid-February. We even discussed the same during the meet and confer days before the filing.
2. The caption of the Motion is appropriate. It accurately and succinctly reflects the content. I am sorry you find it to be embarrassing and assure you that was not the intention. You are reminded that you initiated this action and listed the "abortion coercion" claim and even referenced criminal statutes in prior filings. It is in the public record because you made it public record.
3. Your reference to the PDA is just incorrect. The Pregnancy Discrimination Act only applies to discrimination in the workplace. It also only applies if you *are pregnant*. You have refused to confirm the same notwithstanding something like six (6) requests for that information.
4. Notwithstanding the above, in good faith we will agree to give you seven (7) additional days (through **March 10<sup>th</sup>**) to file a Response. You are welcome to revise the draft stipulation to reflect this date extension and forward it to our attention for review.

Gregg

---

**From:** [REDACTED]

**Sent:** Friday, February 25, 2022 12:40 PM

**To:** Gregg Woodnick [REDACTED]; Kaci Bowman [REDACTED]; Sara

Seeburg [REDACTED]

**Subject:** Stipulation for Extension of Time to File A Response on Motion to Dismiss/Partial Motion for Judgment on The Pleadings

Hello,

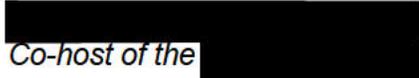
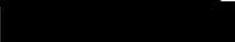
I am attaching a Stipulation for Extension of Time to File A Response on Motion to Dismiss/Partial Motion for Judgment on The Pleadings since I am retaining counsel who needs time to catch up on the 40+ docket entries in the case.

In addition, I ask that you file a Motion or Request to redact a portion of the title of your 'Motion to Dismiss/Partial Motion for Judgment on The Pleadings of Plaintiff's Abortion Coercion Claim', withdrawing 'of Plaintiff's Abortion Coercion Claim'. This is glaringly obvious on the public docket, and while I understand that the court has ruled on the Motion to Seal, it is a violation of HIPAA's Privacy Policy to put confidential health information on display like it is in the title. In addition, it could become a violation of the Pregnancy Discrimination Act if it remains. If you do not want to redact a portion of the title on your own terms, I will ask my new counsel to pursue it with the court. Outside of deliberate efforts to embarrass me, there is no reason for Mr. Gillespie to want this nonpublic information about me to be public.

I would appreciate your prompt response. Thank you!

--

All the best,

  
Co-host of the  podcast | Co-owner of   
Watch my [TEDx talk](#), the most watched new American TEDx talk of 2022