



Clerk of the Superior Court  
\*\*\* Electronically Filed \*\*\*  
K. Higuchi-Mason, Deputy  
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4 *Gregg R. Woodnick, #020736*  
5 *Kaci Y. Bowman, #023542*  
6 *Attorney 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 [Redacted]  
12 Plaintiff,  
13 vs  
14 **GREGORY GILLESPIE,**  
15 Defendant.  
16

Case No.: CV2021-052893

**RESPONSE TO PLAINTIFF'S  
MOTION TO SEAL COURT  
RECORDS**

(Assigned to the Hon. Alison Bachus)

17  
18 Defendant, GREGORY GILLESPIE, by and through undersigned counsel, hereby  
19 responds and objects to Plaintiff's Motion to Seal.  
20

21 Plaintiff's Motion fails to meet the requirements to seal pursuant to Rule 5.4, Arizona  
22 Rules of Civil Procedure and only serves to highlight why the matter must be dismissed  
23 pursuant to the pending Rule 12(b)(6) Motion. This Response is supported by the following  
24 Memorandum.  
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**MEMORANDUM**

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**I. RULE 5.4 CONTROLS SEALING OF COURT RECORDS.**

Rule 5.4, Arizona Rules of Civil Procedure, permits the court to seal the court record upon finding the following grounds:

...

**(c) Order Permitting a Document to Be Filed Under Seal.**

...

(2) Requirements. Unless a statute, rule, or prior court order authorizes a document to be filed under seal, a court may order that a document may be filed under seal only if it finds in the written order that:

- (A) an overriding interest exists that supports filing the document under seal and overcomes the right of public access to it;
- (B) a substantial probability exists that the person seeking to file the document under seal (or another person) would be prejudiced if it is not filed under seal;
- (C) the proposed restriction on public access to the document is no greater than necessary to preserve the confidentiality of the information subject to the overriding interest; and
- (D) no reasonable, less restrictive alternative exists to preserve the confidentiality of the information subject to the overriding interest.

**II. BACKGROUND**

Plaintiff filed her Complaint on August 11, 2021. Plaintiff alleges she became pregnant with Defendant’s child on their second date. Instead of properly filing a Paternity action pursuant to Title 25, Plaintiff’s Complaint contains bizarre allegations. Among other things, Plaintiff alleges Defendant “forced Plaintiff to have multiple pregnancy tests and a doctor’s appointment” and “Defendant employed false promises, and verbal and emotional abuse.”

Plaintiff’s preposterous claim of “abortion coercion” is addressed in Defendant’s *Motion to Dismiss* filed on September 24, 2021. The salacious allegations were presented by Plaintiff in her pro per Complaint. As a brief summary for this Court:







1           1. Plaintiff provided a sonographic image to Defendant on August 6, 2021 (**Exhibit**  
2 **A**). A reverse Google Images search revealed the images were identical to a sonogram found  
3 on a blog post from 2014. (**Exhibit B**).

4           2. Plaintiff sent Defendant a fabricated email exchange on August 22, 2021  
5 purportedly between herself and California attorneys. One of the attorneys and the legal  
6 assistant on the exchange were not employed at the firm at the time of the alleged emails and  
7 the law firm has denied involvement in this matter. (**Exhibit C**).

8           3. As absurd as it sounds, Plaintiff has attempted to weaponize this civil litigation  
9 in order to force Defendant to date her. On August 23, 2021, Plaintiff informed Defendant's  
10 counsel that Defendant could contact Plaintiff if he "**rethinks his decision regarding a**  
11 **relationship.**" In an email to Defendant's Counsel on August 23, 2021, Plaintiff states:

- 12       • *If he chooses to stand behind his words, I will file to dismiss with prejudice all charges*  
13 *related to CV2021-052893 and not file the Criminal and Family Law cases.*
- 14       • *All I am asking him to do is keep his word. If he does that, everything will be dropped.*
- 15       • *He can contact me at [REDACTED] if he rethinks his decision regarding a relationship*  
16 *(Exhibit D) (Emphasis added).*

17           4. On September 1, 2021, Defendant, through counsel, informed Plaintiff that she  
18 would be facing Fraud allegations (Counterclaim) for what has occurred and that it would be  
19 wise to abandon her malicious claim to end this nonsense (**Exhibit E**).

20           **III. PLAINTIFF'S MOTION TO SEAL IS DEFICIENT.**

21           Sealing a case is reserved for matters where "an overriding interest exists" to support  
22 filing the document under seal. Here, a self-aggrandizing podcaster who has refused a paternity







1 test, ignored Title 25, doctored images and who may have entered into this bizarre and  
2 nonsensical civil suit as a fodder for her podcast is not entitled to Rule 5.4 relief.

3 Rather than allege an “overriding interest,” Plaintiff states she is a “popular self-help  
4 podcaster and victim’s advocate.” Plaintiff also alleges that her desire is for any money “won”  
5 to be donated to a women’s charity and that she “does not wish to have her pure intentions and  
6 desire for justice” to be public. She filed the confounding complaint, and this is certainly not  
7 an “overriding interest.” Plaintiff’s purported career and popularity is insufficient grounds.  
8

9  
10 Further, Plaintiff now requests this court seal **only Defendant’s Motion to Dismiss**  
11 despite stating that her Complaint was of an “extremely private nature.” Plaintiff’s Complaint  
12 created the very problem Plaintiff now seeks to make private. She had multiple opportunities  
13 to dismiss the matter (**Exhibit E**). Clearly, Defendant’s Motion to Dismiss showed Plaintiff  
14 that her Complaint backfired, and that Defendant is not going to be forced into a relationship  
15 with her. That Plaintiff seeks only to seal Defendant’s Motion to Dismiss demonstrates that  
16 Plaintiff knows she has been caught fabricating allegations and that she will be facing  
17 allegations of fraud in a public court forum. Plaintiff cannot benefit by having Defendant’s  
18 Motion to Dismiss sealed and have her salacious complaint remain unsealed.  
19  
20

21 This entire litigation is **nothing more than a paternity action** (if she is actually  
22 pregnant) and there is a pending Motion to Dismiss because Plaintiff has not stated a legally  
23 cognizable claim. Plaintiff’s Motion to Seal is an overt attempt to further her fictional narrative  
24 and possibly even a ruse to gain more podcast followers. Plaintiff simply cannot be permitted  
25 to seal Defendant’s Motion to Dismiss because it reveals the false nature of her behavior. The  
26 court need merely look at **Exhibit A** and **Exhibit B**.  
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**WHEREFORE**, Defendant hereby respectfully requests the following:

- A. That this Court deny Plaintiff's Motion to Seal Court Records;
- B. That this Court dismiss Plaintiff's Complaint in its entirety with prejudice;
- C. That this Court award Defendant his attorneys' fees and costs pursuant to A.R.S. §§ 12-341, 12-349, and Rule 11, *Arizona Rules of Civil Procedure*; and
- D. That this Court grant such other and further relief as deemed appropriate.

**RESPECTFULLY SUBMITTED** this 6th day of October 2021.

**WOODNICK LAW, PLLC**

\_\_\_\_\_  
Gregg R. Woodnick  
Kaci Y. Bowman  
*Attorneys for Defendant*

**ORIGINAL** of the foregoing e-filed  
This 6th day of October 2021, with:

Clerk of Court  
Maricopa County Superior Court  
201 W. Jefferson Street  
Phoenix, Arizona 85003

Honorable Alison Bachus  
Maricopa County Superior Court

**COPY** of the foregoing document



*Plaintiff Pro Per*

By: /s/Sara Seeburg





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VERIFICATION

I, GREGORY [REDACTED] declare under penalty of perjury that I am the Defendant in the above-captioned matter; that I have read the foregoing *Response to Plaintiff's Motion to Seal Court Records* and know the contents thereof to be true of my own knowledge, except as to those matters stated on information and belief, and as to such, I believe the same to be true.

GREGORY [REDACTED]







From JusticeForClayton community on **Reddit**

# Exhibit “A”





iMessage  
Fri, Aug 6, 8:24 PM



Looks like you're gonna be a dad to one or two babies. Was sick enough to go to the clinic this afternoon and had to get an ultrasound to make sure I wasn't having an ectopic pregnancy. I wasn't. I found out that I've been pregnant with twins. Looks like one of them passed or isn't doing well, probably because of the medicine I took. I had the option of a surgical abortion and elected not to. If I'm going through this on my own, I will let God decide if he wants both, one, or none to be born. And the kid (s) would deserve to know their father's side of the family.

I'm giving you one more shot to



iMessage





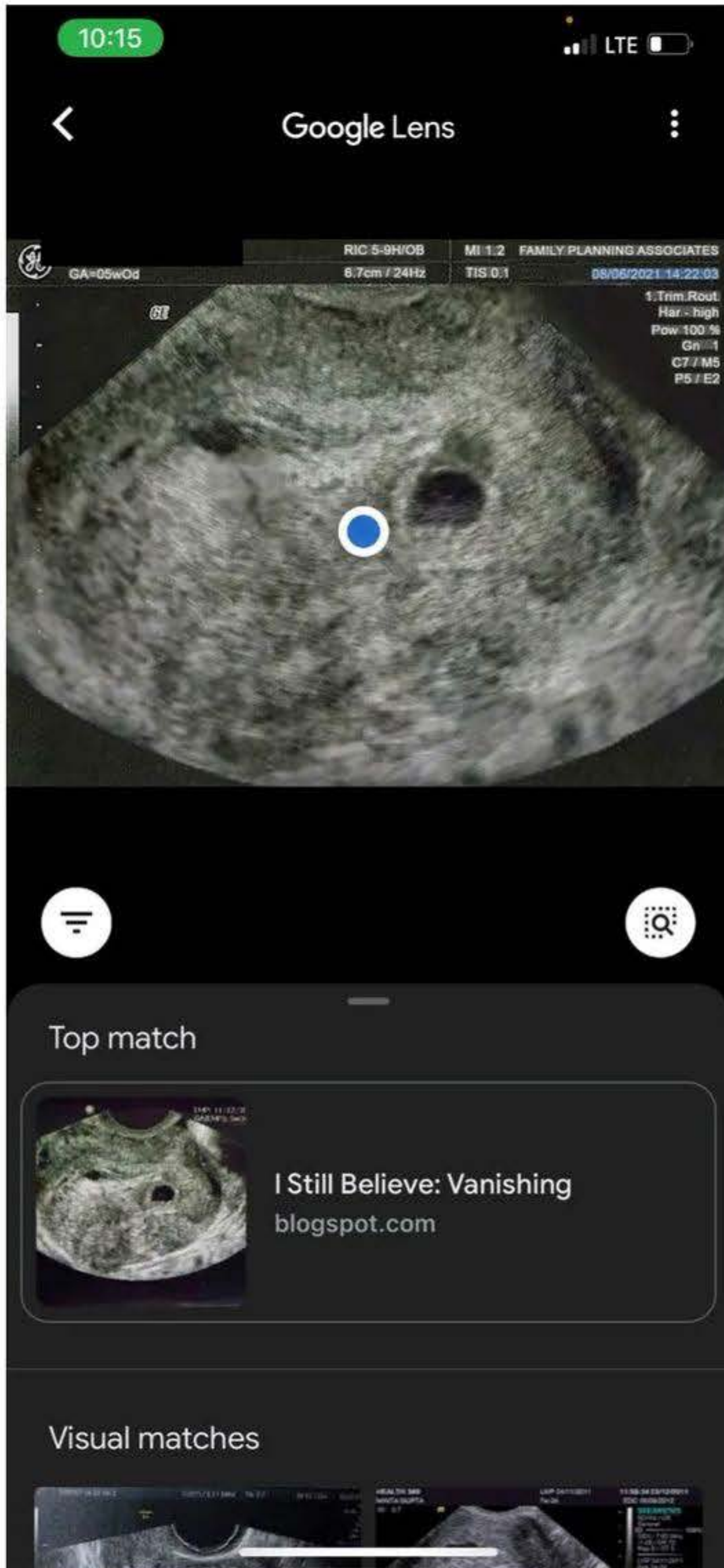


From JusticeForClayton community on **Reddit**

# Exhibit “B”












From JusticeForClayton community on **Reddit**



	GA=05wOd	RIC 5-9H/OB 6.7cm / 24Hz	MI 1.2 TIS 0.1	FAMILY PLANNING ASSOCIATES 08/06/2021 14:22:03
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1. Trim. Rout.  
Har - high  
Pow 100 %  
Gn 1  
C7 / M5  
P5 / E2







From JusticeForClayton community on **Reddit**

# Exhibit “C”







**Kaci Bowman**

---

**From:** Greg [REDACTED]  
**Sent:** Sunday, August 22, 2021 11:36 PM  
**To:** Gregg Woodnick; Kaci Bowman  
**Subject:** Fwd: Urgent: copy of conversation with Joe Cotchett & contract  
**Attachments:** CotchettContractOwens.pdf

---

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







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 signature]

**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 [Redacted] 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.

**Joseph W. Cotchett**

Founding Partner

COTCHETT, PITRE & McCARTHY, LLP

840 Malcolm Road, Suite 200

Burlingame, CA 94010

Telephone: (650) 697-6000

Facsimile: (650) 697-0577

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**From:** Alison Cordova

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

**To:** Toni Stevens <TStevens@cpmlegal.com>; [REDACTED]







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

[REDACTED] – 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

840 Malcolm Road, Suite 200

Burlingame, CA 94010

Telephone: (650) 697-6000

Facsimile: (650) 697-0577

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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.

[REDACTED]

1. The sum of Twenty-three percent (23%) of the net amount recovered by compromise or trial.

[REDACTED]

2. "Net amount recovered" is that sum received from the responsible parties after deduction of all costs.

[REDACTED]

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.

[REDACTED]

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]





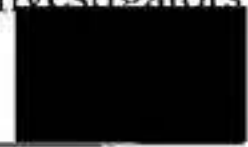


5. Associate counsel may be employed at the discretion and expense of the attorneys but these associate counsel fees shall not be an additional expense to the CLIENT and shall be deducted from the fees paid to the law firm.



**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.

[Redacted]

**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.

[Redacted]

**INSURANCE COVERAGE**

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

[Redacted]

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

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

[Redacted signature line]

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







From JusticeForClayton community on **Reddit**

# Exhibit “D”







**Sara Seeburg**

---

**From:** [REDACTED]  
**Sent:** Monday, August 23, 2021 2:23 PM  
**To:** Kaci Bowman  
**Subject:** CV2021-052893

Ms. Bowman,

I want to be clear that the reason I am filing this specific case (CV2021-052893) against Mr. Gillespie is because he coerced me into taking abortion pills and the personal damages I have suffered as a result of it.

I am planning on filing a separate case this week through the Family Law Court. I would, of course, be willing to have a prenatal paternity test done at ARCLabs when I am able to, which they say is when the pregnancy is at least nine weeks along. The only two times I have had sex since February 2020 were with Mr. Gillespie, on June 30th and July 1st. There's no question that my pregnancy was as a result of intercourse with him and I would be happy to prove that. In fact, I asked him in writing many times if he would do that. I just want to make sure that we keep these separate. Regardless of whether or not the pregnancy had survived because of the abortion at Mr. Gillespie's coercion, the result would be extremely damaging, either resulting in no child when I was clear that I wanted to proceed with the pregnancy on my own if not for his presence in my life, or one likely compromised child (and possibly a second that did not survive) as a result of his pressure tactics. Quite frankly, I don't see how either would work in his favor.

I will be amending the current lawsuit for the additional punitive damages of \$75,000. I would never waste my time and energy filing a lawsuit were it not for the fact that his actions were not only morally and ethically wrong, but they destroyed lives. He was *very* clear on the impact this would have on me if he were to leave after the abortion and it is all documented.

I have spoken informally today with the attorney who I plan to represent me in CV2021-052893 and he was concerned about the motives behind Mr. Gillespie's messages yesterday. He said that I had been very clear in my messages to him that I did not want him to contact me unless he wanted to maintain the promises that he made me in order to get me to have an abortion. He said that he thought it was odd that Mr. Gillespie would have asked to meet up, responded to my statement that I did not want to get together for any reason other than what I had written to him, and then responded with a time, only never to follow up with where or why. He had clearly hired your firm's services at this point and based on his lack of response, did not want to resolve this privately, so it seems probable that he wanted to lure me into a dangerous situation. This isn't unrealistic of me to think given the many threatening and intimidating texts he sent me to get me to take abortion pills (in my complaint) and his strong desire to not have a 'bastard child'. I also have legally admissible evidence of him telling me the night after I took the pills that if he were to see me, he would call the cops and, "have them take care of me if [he] hadn't already done it himself." The attorney is worried for my personal safety because he believes Mr. Gillespie will stop at nothing to ensure that this child is not born.

Please consider the situation that I was in; it is beyond cruel to coerce someone to get an abortion and then the day after, call them a 'psychopath' for believing that a relationship with me was what he wanted, block them on every form of social media, and then say that if they were to be contacted, they would take these sort of extreme actions.

He also told me for days how sick he was with COVID and had me walk into a trap. He complained early one evening that he felt terrible, then was unresponsive. I kept asking him if he was okay and that I wondered if I should come by to make sure if he was okay (with a mask - my dad is very compromised and I don't want him to get sick). Around 11am, I decided to come by there on my way home from the gym, which was three minutes away. He didn't respond to repeated knocks on the door and I didn't know what to do. I've checked on people before, but they have always been okay and I honestly had no idea what a person is supposed to do





if they suspect otherwise. I didn't know if I should call 911 or what, but it was a very helpless situation. I stayed for 20-30 minutes, then got a text from him as I was driving out saying he was sleeping and asked me why I would come by. I explained that since he had COVID badly and did not respond to messages, I thought he might be dead. He responded by saying that people don't die from COVID. Unbeknownst to me, he was there the whole time and had snapped a photo of me at the door, clearly clueless as to what to do. The day after the abortion, he said he could file harrasment charges for me being at his door. I walked into a trap. I am unsure what his intentions are with me, but he seems to be calculated in his actions.

Unfortunately, there is no evidence or indication that Mr. Gillespie meant to keep his word. I have never wanted to be wrong more so than I do now. I most certainly did not force him into a relationship or to love me. I told him many times that I thought he didn't like me or even hated me, and he said I was talking in circles and that he had been consistent in his decision to be with me. If he didn't like me, he could have just let me make my own choice. I told him that I was more than fine with that. If he had to pay child support down the line, he could have been a man, paid it, and avoided me. That would have been fine. He knew my strong desire to keep the pregnancy because of my faith and clearly acted with an evil, selfish mind to get me to do what he wanted at any and all costs. I didn't force him into a relationship, but he did force me to take medical abortion pills.

If my legal counsel was incorrect in thinking that Mr. Gillespie's text message sent yesterday regarding meeting up for tonight was malicious, intending to cause physical or emotional abuse, please let me know. I would love nothing more than for him to be the man who I thought he was and blame his actions on a breakdown because of his COVID and stress. If he chooses to stand behind his words, I will file to dismiss with prejudice all charges related to CV2021-052893 and not file the Criminal and Family Law cases. He can contact me directly if that is the case and we can move forward.

I'm very clear of my motives and stance. This has nothing to do with money and everything to do with being a man of integrity. All I am asking him to do is to keep his word. If he does that, everything will be dropped. However, it seems to me that he did whatever he could to get me to have an abortion and say whatever I wanted to hear in order to get me to do that. It doesn't seem like a good idea for him to enter this case trying to defend himself when there is so much evidence that he lied.

If, indeed, his intentions were at best cruel and manipulative and at worst, dangerous, then I would like to know how he can be served for the other cases that would presumably not be handled by your firm. I am sending a copy of this to him to get that information regarding other cases without contacting him privately. My process server said that Greg was home each time he tried to serve him and I won't go through the same fruitless process again to serve additional lawsuits. I would appreciate an address that would be best to serve him at.

I hope that he is who he claimed to be at the start of this process and not who he seems to be now. I will leave it up to him to decide how he wants to move forward and if he was lying so elaborately that he would take a \$120,000 lawsuit, a Criminal Law case for domestic violence, a Family Law cases to establish paternity and child support, and resulting legal fees, over being a man of his word. If he is going to stand behind that lie, I would like to know his intentions behind texting me yesterday.

He can contact me at [REDACTED] if he rethinks his decision regarding a relationship and if he would like to be a part of pregnancy decisions going forward.

All the best,

[REDACTED]



On Mon, Aug 23, 2021 at 12:34 PM Kaci Bowman <[kaci@woodnicklaw.com](mailto:kaci@woodnicklaw.com)> wrote:

Ms. [REDACTED]







Attached hereto are the Notice of Appearance and Acceptance of Service that we e-filed this morning (along with confirmation the filings were received). We will be sure to provide you with conformed copies as soon as we receive the same.

In the meantime, it appears from a brief review of the pleadings that have been filed to date that a non-invasive prenatal paternity test should be ordered. Mr. Gillespie is willing to pay for the test. Please let us know if you are agreeable.

If so, we believe that ARCpoint labs in Scottsdale can administer the test and we would be happy to contact them and forward additional details about the testing process. I am attaching ARCpoint's website, below, for your review.

<https://www.arcpointlabs.com/scottsdale-north/paternity/>

Thanks in advance,

Kaci

---

**From:** Kaci Bowman  
**Sent:** Monday, August 23, 2021 6:43 AM  
**To:** [REDACTED]  
**Cc:** Gregg Woodnick <[Gregg@woodnicklaw.com](mailto:Gregg@woodnicklaw.com)>  
**Subject:** CV2021-052893

Ms. [REDACTED]

Please note that we have been retained to represent Gregory Gillespie regarding the Civil Complaint you recently filed in Maricopa County Superior Court. We will be filing a Notice of Appearance and Acceptance of Service of the Complaint today. Therefore, please direct all future communications to our firm, or if represented, please provide us with your attorney's contact information so that we can communicate with them moving forward.

Kaci Y. Bowman, Esq.







Telephone: (602) 449-7980

Facsimile: (602) 396-5850

[www.woodnicklaw.com](http://www.woodnicklaw.com)

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From JusticeForClayton community on **Reddit**

# Exhibit “E”







**Sara Seeburg**

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**From:** Gregg Woodnick  
**Sent:** Wednesday, September 1, 2021 10:11 AM  
**To:** [REDACTED]  
**Cc:** Sara Seeburg; Kaci Bowman  
**Subject:** Gillespie/[REDACTED]

[REDACTED]

You should have received the confirmation data from ARCpoint regarding the prenatal paternity testing. As I trust you will be advised by counsel, it is your choice to participate in the testing at this point. As litigation proceeds that will not be the case as the court will order the same pursuant to ARS 25-814 and relevant case law.

You should be in receipt of our Notice of Appearance. The Court issued permission for alternate service but that is not necessary as we have notified the court that we represent Mr. Gillespie. We are in the process of drafting a Response to your Complaint and a Counter Petition.

You can avoid both litigation expenses and exposure to a sizable civil judgment by promptly filing to dismiss your civil suit. Please be advised, as I am sure your Uncle Joe warned you was forthcoming, the counter petition will contain a Fraud allegation as the images you sent to Mr. Gillespie were confirmed to be a recycled ultrasound from 2015.

Greg has advised that he will suspend his counter claim and related litigation once you promptly file to dismiss your civil suit and confirm that you are not pregnant.

[REDACTED]

**WOODNICK LAW, PLLC**  
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Email: [gregg@woodnicklaw.com](mailto:gregg@woodnicklaw.com)

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**From:** Sara Seeburg  
**Sent:** Friday, August 27, 2021 12:40 PM  
**To:** [REDACTED]  
**Cc:** Kaci Bowman <[kaci@woodnicklaw.com](mailto:kaci@woodnicklaw.com)>; Gregg Woodnick <[Gregg@woodnicklaw.com](mailto:Gregg@woodnicklaw.com)>  
**Subject:** Paternity Test

[REDACTED]

You should receive an email from ARCpoint Labs of Scottsdale later today setting your appointment for non-invasive prenatal paternity testing for next week.

Thank you.







Sara

Sara Seeburg, Paralegal  
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