

# ANDERSSON CROSS BORDER LAW CORPORATION

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July 25, 2022

VIA EMAIL ONLY

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**Re:** 18 Paradise/Scholten  
Proposed Fee Framework from Prospective Buyer  
July 6, 2022 (the "Proposal"). Not Protected by ER 408  
Hillius v. 18 Paradise, et al., lawsuit ("Lawsuit")

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Gentlemen,

Further to your correspondence of July 6, 2022, and my email response to same dated July 7, 2022, we write to inform you that the terms of the Proposal are not acceptable to the plaintiffs. You made it clear in your letter that the Proposal did not constitute a bona fide offer to settle the Lawsuit, but rather puzzlingly, was proffered as a means of communicating the position of a party unrelated to the Lawsuit. Of course, we all know that only 18 Paradise can settle the Lawsuit.

You will recall that although I called you and discussed the terms of our bona fide settlement offer dated May 18, 2022 – your client let that offer expire, without any response. It appears that your client has absolutely no inclination to settle, or even negotiate. We believe your client is clearly determined to drag out this Lawsuit.

In stark contrast, our clients are keen to resolve the Lawsuit through negotiation, or in court, as soon as possible.

In a unilateral show of good faith, and in the faint hope of kindling any spark of interest your client may have in settling the Lawsuit, my clients have instructed me to prepare a response to the Proposal. We now enclose that Memorandum of Response to the Proposal for your client's review and consideration.

Yours truly,

**ANDERSSON CROSS BORDER LAW CORP.**



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