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11 Attorneys for MARIEL JOHNSON, as Co-Trustee of the PATENT AND TRADEMARK HEDGE
12 FUND TRUST, Assignee of Claimant, Judgment and Secured Creditor, Interested Party and Assignor
13 KARISH KAPITAL, LLC

14 **CIRCUIT COURT OF THE STATE OF WISCONSIN**
15 **FOR THE COUNTY OF KENOSHA**

16 STATE OF WISCONSIN,

17 Plaintiff (People)

18 vs.

19 KYLE RITTENHOUSE.

20 Defendant.

21 In re matter of exoneration of \$2,000,000 Bond

22 MARIEL JOHNSON, as Co-Trustee of the
23 PATENT AND TRADEMARK HEDGE FUND
24 TRUST, a Nevada Trust, Assignee of Claimant,
25 Judgment Creditor, Interested Party and Assignee
26 of Assignor KARISH KAPITAL, LLC,

27 vs.

28 JOHN MARK PIERCE, individually and as
Managing Member of PIERCE BAINBRIDGE;
MILOS FUND, LLC; and DOE LAWYERS 1
through 40, inclusive, and each of them,

Stakeholders, Judgment Debtors and
Constructive Trustees fbo Karish
Kapital, LLC and its Assignee

Case No.: 2020CF983

**MOTION OF ASSIGNEE OF
JUDGMENT CREDITOR KARISH
KAPITAL LLC ("BUYER") FOR
TURNOVER ORDER PURSUANT TO
SECTION 1.11 ("PROTECTION
AGAINST DEFAULT" PROVISION) IN
FEBRUARY 15, 2020 MERCHANT
AGREEMENT BY AND BETWEEN
BUYER AND DISSOLVING LAW FIRM
[PIERCE BAINBRIDGE dba JOHN
MARK PIERCE] INSTRUCTING
COURT CLERK TO DISTRIBUTE
\$300,000 THAT BUYER CONTRIBUTED
TO CASH BAIL FUND AND ALL
REMAINING BAIL MONEY ON
DEPOSIT THAT MERCHANT
SOLICITED AND COLLECTED FROM
MERCHANT'S CLIENTS FOR SOLE
PURPOSE OF PAYING BAIL
REQUIRED FOR PRETRIAL RELEASE
OF CRIMINAL DEFENDANT KYLE H.
RITTENHOUSE; DECLARATION OF
MARIEL JOHNSON IN SUPPORT
THEREOF**

DATE: January 28, 2022
TIME: TBD
DEPT: 209

1 TO THE HONORABLE BRUCE E. SCHROEDER, JUDGE PRESIDING, AND TO ALL
2 PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

3 YOU ARE HEREBY NOTIFIED THAT on January 28, 2022, at a time to be determined by the
4 Court, or as soon thereafter as the matter regarding the exoneration and return to the proper parties of the
5 \$2,000,000 cash bond that was required to be posted by Defendant KYLE H. RITTENHOUSE ("Kyle")
6 may be heard in Courtroom 209 of the Kenosha County Circuit Court, Kenosha, Wisconsin, Honorable
7 Bruce Schroeder, Judge Presiding, Moving Party and Claimant MARIEL JOHNSON, as Co-Trustee of
8 the PATENT AND TRADEMARK HEDGE FUND TRUST, a Nevada Trust (the "Trust"), duly
9 authorized Assignee of the assets of the Assignor and Buyer of certain assets under a February 20, 2020
10 Merchant Agreement and Secured Creditor, Claimant and Interested Party KARISH KAPITAL, LLC
11 ("KK" or "Merchant"), the largest secured creditor and judgment creditor of JOHN MARK PIERCE
12 ("Pierce") and his law firm, PIERCE BAINBRIDGE (and a litany of other various similar
13 names that Pierce created), will and hereby does move for a return to KK and the Trust of the entire
14 \$2,000,000 cash bond (the "Bond") that the State of Wisconsin required to be posted as "bail" in order to
15 obtain Kyle's pretrial release from prison in order to participate more fully in his public defender or
16 retained attorney's defense of the false and disparaging political charges leveled against him by the People
17 of the State of Wisconsin (the "Criminal Case").

18 This motion and KK's and the Trust's claim to the Bond are supported by the instant notice and
19 motion, the Declaration of Mariel Johnson ("Johnson Declaration") and documentary and other evidence
20 attached thereto and such other further evidence as may be presented at the hearing of the motion.

21
22 DATED: January 25, 2022

LAW OFFICES OF MICHAEL E. REZNICK
A Professional Corporation

23
24 By: /s/Michael E. Reznick
25 Michael E. Reznick
26 Attorney for Claimant, Judgment Creditor and
27 Interested Party KARISH KAPITAL, LLC
28

STATEMENT OF RELEVANT FACTS

1
2 The Trust is the duly authorized assignee of KARISH KAPITAL, LLC ("KK" or "Merchant"), a litigation
3 financing firm that provides financing for various class action litigation matters pending in Los Angeles and Ventura
4 Counties, California, pursuant to an assignment from KK to the Trust that occurred shortly after KK entered into a
5 commercial contract that gave KK the right to collect on and liquidate any and all assets of the law firm selling its
6 receivables and case files to KK upon default.. (Declaration of Mariel Johnson ("Johnson Declaration"), ¶ 2).

7 In or about February 2020, KK, as "Buyer", and then licensed California attorney JOHN MARK PIERCE
8 ("Pierce") and his law firm PIERCE BAINBRIDGE ("PB") (and all of the various other entities created by Pierce
9 nationwide with the same or similar sounding names), as "Merchant," entered into a "Merchant Agreement."
10 (Declaration of Mariel Johnson ("Johnson Declaration"), ¶ 3).

11 By way of relevant background, KK provided \$2.5 million in 2020 to finance class action lawsuits and
12 complex litigation matters filed and asserted by highpowered individuals as varied and different as Carter Page, a
13 former associate of then President Donald J. Trump, Boeing Corporation and Colonel Oliver North. Regrettably,
14 however, the law firms dissolved and pursuant to section 1.11 of the Merchant Agreement KK assigned its claims to
15 the Trust for collection purposes and appointed Johnson as the "Chief Reorganizing Officer" ("CRO") of Pierce and
16 PB. This motion has been filed by Johnson in her capacity as CRO of Pierce and PB. (Johnson Declaration, ¶ 4).

17 Pursuant to the terms of the Merchant Agreement, KK purchased and was given a UCC 1 financing
18 statement and security interest in all of Pierce's and PB's future account receivables, case files, case information and
19 related assets. (See page one, "Purchase and Sale of Future Receivables"). (A true and correct copy of the Merchant
20 Agreement and related agreements and schedules and exhibits are attached hereto as Exhibit "A"). (Johnson
21 Declaration, ¶ 5)

22 Shortly thereafter, for valuable consideration, KK assigned the Merchant Agreement to claimant and moving
23 party the PATENT AND TRADEMARK HEDGE FUND TRUST, a Nevada Trust (the "Trust"). (Johnson
24 Declaration, ¶ 6). Accordingly, the Trust is currently the duly authorized assignee of KK and entitled to bring this
25 enforcement action by way of this motion.

26 Under California law, a "contract" is "an agreement to do or not do a certain thing. California Civil Code
27 section 1549. An "assignment" is "defined as a 'transfer of rights or property.'" *Brewer Corp. v. Point Center*
28 *Financial, Inc.*, 223 Cal. App. 4th 831, 842 (2014). Thus, the assignment from KK to the Trust transferred to the

1 Trust all of the rights and property KK was entitled to receive under the Merchant Agreement in consideration of the
2 \$2.5 million in litigation financing that KK and subsequently the Trust advanced on behalf of Pierce and PB to fund
3 the law firm's various litigation matters and in some instances, political causes. . (Johnson Declaration, ¶ 7)

4 Pursuant to section 1.11 of the Merchant Agreement, KK was entitled to enforce a number of remedies upon
5 default by the Seller. (See "Protection of Default," page two). Among other things, KK could institute and has
6 hereby instituted a proceeding just like the instant one to enforce its right to a turnover order to return any or all of
7 the assets KK was given a security interest in. (See also, UCC Financing Statement attached hereto). (Johnson
8 Declaration ¶ 8).

9 The remedies afforded to KK include broad rights to discovery of information, whether via procedural
10 devices or informally. (*Id.*). Pursuant to this right and remedy, and in the interests of justice, the Trust hereby
11 requests that if the Court does not immediately release the bail fund to the Trust for the reasons set forth herein that
12 the Court continue to hold the funds, but authorize limited discovery, including the depositions of Kyle and his
13 lawyers, to determine the nature of their legal claim to recover fees from cash solicited, raised, earmarked and
14 deposited specifically for Kyle's bail and for the purpose of securing his pretrial release from detention and for no
15 other purpose, and why those funds should not be returned to the source of the funds - namely, Pierce and PB's
16 general corporate account which in turn is now controlled by the Trust. Indeed, in Kyle's own "Motion to Hold
17 Bond or Release to Trust Account" "(Kyle's Motion)", Kyle and his lawyers admit that the purpose of the \$2 million
18 wire transfer was "For Benefit of Wendy Rittenhouse as legal guardian for Kyle Rittenhouse (*bail*)" (Kyle's
19 Motion, page 2, numbered paragraph "8").

20 Pursuant to the assignment, the Trust acquired not only substantial judgments and seasoned
21 claims in favor of KK against Pierce and PB, but also new and additional claims that the Trust has now filed and
22 asserted against Pierce and PB in Ventura County, California. (Johnson Declaration, ¶ 9).

23 Pursuant to the terms of the assignment to the Trust, as well as the Merchant Agreement and its
24 attachments, Pierce and PB granted a number of legal remedies to the Trust in the event of a material default
25 under the Merchant Agreement in any particular. (See Merchant Agreement, page two, § 1.11) (Exhibit "A"
26 hereto), including the right to make claims like this one before a court of competent jurisdiction for a turnover
27 order in aid of execution on its judgments, as well as less formal means to acquire or restore its assets.
28 (Johnson Declaration, ¶ 10-11).

1 In particular, the Merchant Agreement provides the Trust and CRO") at his or her exclusive discretion,
2 to marshal, enhance, sell and liquidate if necessary any remaining Pierce and PB assets. (*Id.*)

3 The Merchant Agreement also makes KK (and the Trust as KK's assignee) "the exclusive *owner* (in
4 consideration of the [\$2.5 million] provided by KK to Pierce and PB for financing their class action lawsuits
5 and other complex litigation matters) all of Pierce's and PB's future accounts, contract rights, and other
6 entitlements arising from or relating to the payment of monies from from Merchant's customer and/or other
7 third party payors (collectively the "Receipts") defined as all made by cash, check, electronic transfer or other
8 form of monetary payment in the ordinary course of business), for the payments due to Merchant as a result of
9 Merchant's sale of goods or services (the "Transactions") until the receipts purchased [return the entire \$2.5
10 million purchase price]. (Johnson Declaration, ¶ 11-14).

11 Beginning in or about November 2020, the Trust began the process of marshaling, collecting, enhancing
12 if possible and if not, liquidating any and all remaining Pierce or PB assets to collect as much money as possible
13 to repay the more than \$3 million in judgments and loan amounts currently due and owing to the Trust.
14 (Johnson Declaration, ¶ 15).

15 After the events that arose in Kenosha, Wisconsin in November 2020 gave rise to the arrest of Kyle,
16 Johnson determined (in her capacity as CRO of Pierce and PB) that investing in Kyle's *bail fund* would be a
17 good investment for the Trust because she and the Trust believed that Kyle would in fact eventually be
18 acquitted. Accordingly, the Trust contributed \$300,000 of its own funds toward Kyle's \$2 million bail fund,
19 expecting to receive back its original investment plus interest rate at the legal rate. Johnson and the Trust were
20 also aware that Pierce sought contributions from other third parties. With respect to the purpose of such
21 contributions, Johnson personally observed Pierce represent to a number of third party investors, as he had
22 represented to the KK and the Trust, that the funds he was raising and that the contributors would be advancing
23 would be used exclusively for Kyle's \$2,000,000 bail fund, and for no other purpose. The Trust advanced and
24 contributed the \$300,000 and authorized Pierce and PB to solicit funds in reliance on Pierce's representations
25 that the money raised by him and PB would only be used for Kyle's bail and not for any other expenses or costs.
26 As a result, the Trust had a reasonable expectation that the Trust would receive back the entire \$300,000 it had
27 contributed, and all other contributions that had been made from PB for the benefit of Kyle's bail fund, plus
28 interest at Wisconsin's legal rate, at the conclusion of the Criminal Case once Kyle was acquitted and the bail's

1 purpose no longer existed. (Johnson Declaration, ¶ 15-17).

2 When the Trust made demand to Pierce for return of the \$2 million bail fund, he responded by serving
3 the Trust with an Interpleader Action that has been filed in a federal district court situated in the State of Texas
4 as then "stakeholder." The Trust is waiting for the outcome of the hearing on January 28, 2022 before
5 responding to Pierce's Complaint. (Johnson Declaration, ¶ 18).

6 CONCLUSION AND DISPOSITION

7 For each and all of the foregoing reasons, the Trust requests that the Court order the Clerk to turnover
8 the entirety of the \$2,000,000 bail fund to the Trust forthwith, pursuant to the Trust's remedies under section
9 1.11 of the Merchant Agreement or at a minimum, order the return of the \$300,000 that the Trust deposited
10 with PB for the express purpose of contributing to the bail fund that was necessary to secure Kyle's pretrial
11 release from prison.

12 To the extent that the Court deems it necessary to determine the Trust's claim or determines that Kyle's
13 lawyers should receive any portion of the exonerated bail fund, the Trust further requests that the Court
14 schedule an evidentiary hearing and limited discovery rights to the parties to enable the conflicting claimants to
15 validate their respective claims to the exonerated bond.

16
17 DATED: January 25, 2022

LAW OFFICES OF MICHAEL E. REZNICK
A Professional Corporation

18
19 By: /s/Michael E. Reznick
20 Michael E. Reznick
21 Attorney for Claimant, Judgment Creditor and
22 Interested Party THE PATENT AND
23 TRADEMARK HEDGE FUND TRUST, a Nevada
24 Trust, Assignee of KARISH KAPITAL, LLC
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