

IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA

EASTERN SPECIALTY FINANCE, INC.
d/b/a CHECK 'N GO,

5155 Financial Way
Mason, Ohio 45050

Plaintiff,

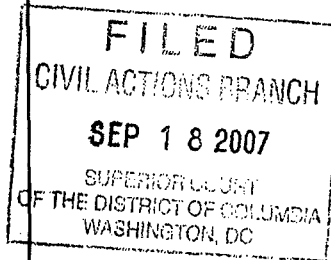
v.

MICHAEL PAUL DONOVAN a/k/a
MICHEAL PAUL DONOVAN

406 Comer Lane
Shenandoah, Virginia 22899
(571) 251-3383

Defendant.

Civil Action No. 0006331857

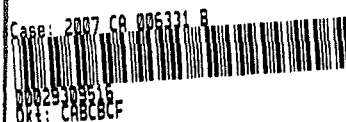
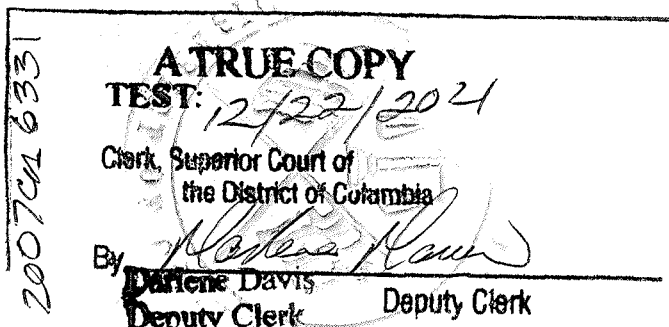


COMPLAINT

For its Complaint against Defendant Michael Paul Donovan a/k/a Micheal Paul Donovan ("Donovan"), Plaintiff Eastern Specialty Finance, Inc. d/b/a Check 'n Go ("Check 'n Go"), by and through its attorneys, hereby states as follows:

NATURE OF THE CASE

This is an action for injunctive relief to enjoin Donovan from further disclosing Check 'n Go's confidential information and misappropriating its trade secrets and for damages related to his disclosure and misappropriation of such information. In addition, Check 'n Go seeks damages against Donovan for fraudulently inducing Check 'n Go to hire him by lying about his criminal history.



PARTIES AND JURISDICTION

1. Plaintiff Check 'n Go is an Ohio corporation with its principal place of business at 5155 Financial Way, Mason, Ohio 45040. Check 'n Go operates 16 stores in the District of Columbia.

2. Upon information and belief, Defendant Donovan is a citizen of Virginia.

3. This Court has civil jurisdiction pursuant to D.C. Code § 11-921(a).

4. This Court has personal jurisdiction over Defendant Donovan pursuant to D.C. Code § 13-423(a).

BACKGROUND

Donovan Defrauds and Deceives Check 'n Go Into Hiring Him

5. On September 25, 2006, Check 'n Go offered Donovan the position of District Director of Operations for eight Check 'n Go stores in the District of Columbia, which he accepted that same day.

6. The September 25 written offer letter from Check 'n Go to Donovan made clear that employment was contingent upon, among other things, the completion and execution of an employment application, verification of previous employment, and a criminal background check.

7. On September 25, 2006, Donovan submitted a Check 'n Go employment application with a fake Social Security number and a falsified employment history. Donovan also falsely represented that he had never pled guilty to or been convicted of a felony.

8. When Check 'n Go notified Donovan that it had experienced difficulty verifying his social security number and that it required verification of his Social Security number from the Social Security Administration, Donovan provided the requested document, purportedly from the Social Security Administration.

9. Upon information and belief, Donovan forged the Social Security Administration document that he submitted to Check 'n Go.

10. Had Donovan not falsified his Social Security number on his employment application, Check 'n Go would have learned that Donovan had been convicted of a number of felony crimes in Virginia. Understanding as much, Donovan purposefully used a fake Social Security number. To compound his already elaborate web of deception, Donovan then forged a Social Security Administration document to hide his extensive criminal record.

11. Donovan's criminal record dates back to at least 2000.

12. On February 22, 2000, the Grand Jury for Arlington County, Virginia indicted Donovan on one count of forgery and one count of attempted grand larceny, both of which are felonies.

13. On April 17, 2000, the Grand Jury for Arlington County, Virginia indicted Donovan on three counts of forgery and three counts of grand larceny.

14. On April 26, 2000, Donovan pled guilty in the Circuit Court of Arlington County, Virginia, to four counts of forgery, three counts of larceny, and one count of attempted larceny. He was sentenced to four years in jail, and the records indicate he served eight months of a suspended sentence.

15. Donovan also concealed from Check 'n Go that at the time he applied for his position at Check 'n Go he was again facing felony charges. On November 7, 2005, the City of Richmond, Virginia Commonwealth's Attorney charged Donovan with grand larceny. The felony charges against Donovan were pending on the date of his employment application, but he failed to disclose that fact to Check 'n Go.

16. Had Donovan been truthful on his employment application and disclosed his

criminal record, Check 'n Go would not have hired him.

Donovan Gains Access to Check 'n Go's Confidential Information and Trade Secrets

17. By deceiving Check 'n Go regarding his criminal record, Donovan was hired by Check 'n Go as a District Director of Operations.

18. As a District Director of Operations, Check 'n Go trusted Donovan to supervise the overall operation of eight Check 'n Go stores in the District of Columbia, including primary responsibility for the profitability, growth, marketing, and customer service in these stores.

19. In connection with his responsibilities, Donovan had access to confidential and proprietary Check 'n Go business information. Accordingly, as a condition of his employment, on October 2, 2006, Donovan and Check 'n Go entered into a Confidentiality, Non-Competition, and Compliance Agreement, which was revised on January 5, 2007 (the "Confidentiality Agreement").

20. The Confidentiality Agreement defined "Confidential Information" as:

information and data that relates to Employer's and its corporate affiliates' operations, training, customers, employees, marketing or business practice, or other data considered confidential by Employer or its corporate affiliates, whether captured in written, oral, or electronic format. This includes, but is not limited to, information that is not generally known in the relevant trade or industry.

Confidentiality Agreement, ¶1.1.

21. The Confidentiality Agreement provides as follows:

During the course of Employee's employment, and for a period of two (2) years after Employee's separation from such employment, Employee will keep all Confidential Information in strict confidence, and will never directly or indirectly make known, divulge, reveal, furnish, make available, or use any Confidential Information (except in the course of his/her regular authorized duties on behalf of Employer).

* * *

All documents and other property including or reflecting Confidential Information furnished to Employee in the course of employment shall at all times be the property of the Employer. Upon termination of Employee's employment with Employer, whether voluntary or involuntary, Employee will return to Employer any such documents, copies of document, or other property obtained during employment (including customer lists, notebooks, documents, memoranda, reports, files, samples, books, contracts, agreements, transaction documents, analyses, summaries, price lists, correspondence, address lists, policy manuals, computer data, disks and printouts, and other written and graphical records and similar repositories of Confidential Information) that are in Employee's possession, custody, or control.

Confidentiality Agreement, ¶¶ 1.2, 1.4.

22. During the course of his employment with Check 'n Go, Donovan was given Confidential Information, including but not limited to information relating to Check 'n Go's operations, training, customers, employees, marketing, business practices, and business strategies.

Donovan Steals Check 'n Go's Confidential Proprietary Information

23. The Center for Responsible Lending ("CRL") has been actively involved in lobbying for the passage of a bill in Washington, D.C., which would limit the interest that payday advance companies like Check 'n Go could charge and that would essentially put payday advance companies like Check 'n Go out of business in D.C.

24. While still an employee at Check 'n Go, Donovan assisted CRL with its efforts to eradicate payday advance companies in D.C., including, upon information and belief, providing CRL with Confidential Information.

25. Donovan provided agents of CRL with the confidential access code to a conference call on September 4, 2007, which was a non-public call hosted by the Community Financial Services Association of America ("CFSA"), a trade association for payday advance companies.

26. Agents of CRL surreptitiously eavesdropped on the call. Throughout the entire

conference call, no one ever identified themselves as being associated with CRL, even though the customary practice is for all participants to introduce themselves upon joining the conference.

27. Upon information and belief, agents of CRL did not identify themselves on this call because they understood that the conference would have been immediately adjourned if the other participants on the call were aware that CRL was eavesdropping.

28. While Donovan was still a Check 'n Go employee, he began forwarding e-mails with Confidential Information from his work e-mail address (mdonovan@checkngo.com) to a personal e-mail address (mikedonovan.mail@gmail.com). Such e-mails included confidential proprietary customer information, training materials, and information concerning Check 'n Go's business models and strategies.

29. For example, Donovan received a Check 'n Go training manual on July 18, 2007. A month later, on August 18, 2007, Donovan forwarded the training manual from his work e-mail address to his personal e-mail account.

30. Upon information and belief, Donovan shared these e-mails containing Confidential Information with agents of CRL.

31. At 11:56 a.m. on September 6, 2007, in an attempt to cover his tracks, Donovan deleted all of the work e-mails he had forwarded to his personal account from the "sent items" file of his work e-mail account.

32. As of this date, Donovan has not returned the Confidential Information that he forwarded to his personal e-mail account.

September 12 Press Conference

33. Upon information and belief, D.C. Councilmember Mary Cheh issued a "Media Advisory" on September 10, 2007 "for immediate release" announcing a press conference to be

held September 12, 2007 entitled “Industry Insiders Tell All: The Truth About How Payday Lenders Prey on the Poor” (the “Press Conference”).

34. Upon information and belief, CRL helped organize or otherwise facilitate the Press Conference.

35. On or about August 27, 2007, Donovan submitted his written resignation. He explained that he was resigning because of another employment offer and would work through September 28, 2007. Donovan concealed his true motivation for resigning so that he could continue to access Check ‘n Go’s Confidential Information.

36. On September 12, 2007, at approximately 8:30 a.m., Donovan abruptly quit his employment with Check ‘n Go.

37. Less than two hours after abruptly walking off the job, Donovan read a carefully prepared statement at the Press Conference.

38. Upon information and belief, CRL assisted with the preparation of Donovan’s statement.

39. Upon information and belief, Donovan’s statement was prepared before Donovan terminated his employment with Check ‘n Go.

40. In his statement, Donovan made false statements and misrepresentations concerning Check ‘n Go’s business practices.

COUNT ONE
BREACH OF CONFIDENTIALITY AGREEMENT

41. Check ‘n Go realleges and incorporates by reference the allegations of paragraphs 1 to 40 as though fully set forth herein.

42. In Section 1.2 of the Confidentiality Agreement, Donovan agreed to keep all Confidential Information “in strict confidence” and not to “directly or indirectly make known,

divulge, reveal, furnish, make available or use any Confidential Information.”

43. Under Section 1.4 of the Confidentiality Agreement, Donovan was required to return all Confidential Information to Check ‘n Go upon termination of his employment.

44. Further, pursuant to Section 4.5 of the Confidentiality Agreement, Donovan’s obligations under Section 1.2 of the Agreement survive the termination of his employment.

45. Notwithstanding his obligations under the Confidentiality Agreement, Donovan revealed Confidential Information to the public and failed to return Check ‘n Go’s Confidential Information upon termination of his employment.

46. As a result of the breach of the Confidentiality Agreement, Check ‘n Go has suffered irreparable injury to its business.

47. In addition, based on the provision of his contact information to the public at the September 12 Press Conference, Check ‘n Go fears and, upon and information and belief, believes that Donovan has and/or will continue to disclose Confidential Information in breach of the Confidentiality Agreement.

48. Unless Donovan is enjoined, Check ‘n Go will continue to suffer substantial and irreparable injury to its business and has no adequate remedy at law.

49. As a direct and proximate result of Donovan’s breach of contract, Check ‘n Go has and will continue to suffer damages in an amount to be determined at trial.

**COUNT TWO
BREACH OF FIDUCIARY DUTY**

50. Check ‘n Go realleges and incorporates by reference the allegations of paragraphs 1 to 49 as though fully set forth herein.

51. Donovan was a fiduciary of, and owed a fiduciary duty to, Check ‘n Go by virtue of his position as an employee at Check ‘n Go and by virtue of the Confidentiality Agreement he

entered with Check 'n Go.

52. As a fiduciary of Check 'n Go, Donovan owed Check 'n Go a duty of loyalty. He had a duty to keep all of Check 'n Go's Confidential Information in "strict confidence" and to refrain from directly or indirectly making known, divulging, revealing, furnishing, making available or using any of Check 'n Go's Confidential Information.

53. Donovan breached his fiduciary duty to Check 'n Go by his actions, including but not limited to: (1) intentionally misrepresenting his criminal background; (2) furnishing forged Social Security Administration documents when asked for verification of the Social Security number provided to Check 'n Go; (3) stealing Check 'n Go's Confidential Information and other trade secrets by using Check 'n Go's computers to forward such information from his work e-mail account to his personal e-mail account without authorization and in breach of his Confidentiality Agreement; and (4) disclosing and/or using the Confidential Information and trade secrets misappropriated from Check 'n Go.

54. As a direct and proximate result of Donovan's breach of the fiduciary duty owed to Check 'n Go, Check 'n Go has been damaged in an amount to be determined at trial.

55. In doing the things herein alleged, Donovan's conduct was wanton, willful and malicious and done with the intent to injure Check 'n Go, and done in conscious disregard of Check 'n Go's rights, warranting an assessment of punitive damages in an amount appropriate to punish Donovan and deter others from engaging in similar misconduct.

COUNT THREE
TRADE SECRET MISAPPROPRIATION UNDER D.C. CODE §§ 36-401, ET SEQ.

56. Check 'n Go realleges and incorporates by reference the allegations of paragraphs 1 to 55 as though fully set forth herein.

57. Check 'n Go is informed and believes, and on that basis alleges, that Donovan's actions, both completed, threatened, and those that will inevitably occur, constitute misappropriation of Check 'n Go's Trade Secrets under D.C. Code §§ 36-401, *et seq.*

58. Check 'n Go owns trade secrets, including but not limited to customer lists, training manuals, business and marketing plans and other confidential proprietary information (collectively, "Trade Secrets").

59. Check 'n Go's Trade Secrets were developed through the substantial efforts of Check 'n Go.

60. Check 'n Go derives independent economic value, actual and/or potential, from its Trade Secrets not being known generally to the public or other persons and entities who can obtain economic value from their disclosure or use.

61. Check 'n Go has made and continues to make diligent efforts to protect the confidentiality and secrecy of its Trade Secrets, including, but not limited to use of agreements containing non-disclosure/confidentiality provisions.

62. Donovan has misappropriated Check 'n Go's Trade Secrets.

63. Donovan willfully and maliciously misappropriated Check 'n Go's Trade Secrets through improper means when he sent Trade Secrets from his work e-mail account to his personal e-mail account without authorization from Check 'n Go and in violation of the Confidentiality Agreement he entered into with Check 'n Go that required him to maintain this information in "strict confidence" and prohibited him from making known, divulging, revealing, furnishing, or making such information available outside the course of his regular authorized duties on behalf of Check 'n Go.

64. Check 'n Go is informed and believes, and on that basis alleges that Donovan willfully and maliciously divulged, revealed, furnished, and made Check 'n Go's Trade Secrets available to others without express or implied consent or authorization from Check 'n Go.

65. The natural, probable and foreseeable result of Donovan's misappropriation of Check 'n Go's Trade Secrets has been and will be to injure and damage Check 'n Go. By reason of Donovan's acts alleged herein, Check 'n Go has and will continue to suffer damage to its business.

66. Because Donovan's misappropriation was willful and malicious, Check 'n Go is entitled to an award of exemplary damages and attorneys' fees pursuant to D.C. Code § 36-403(b) and § 36-404.

67. D.C. Code § 36-402(a) also entitles Check 'n Go to injunctive relief restraining Donovan from using or disseminating the Check 'n Go Trade Secrets. Check 'n Go has no adequate remedy at law to prevent Donovan's inevitable use and/or disclosure of the Trade Secrets, and such use and/or disclosure would irreparably harm Check 'n Go.

COUNT FOUR CONVERSION

68. Check 'n Go realleges and incorporates by reference the allegations of paragraphs 1 to 67 as though fully set forth herein.

69. Pursuant to Section 1.4 of the Confidentiality Agreement, "all documents and other property including or reflecting Confidential Information shall at all times be the property of [Check 'n Go]."

70. Furthermore, upon termination of Donovan's employment with Check n' Go, Donovan was obligated to "return to [Check 'n Go] any such documents, copies of document, or other property obtained during employment" that were in Donovan's possession, custody, or

control.

71. Upon information and belief, Donovan has not returned all the documents or other property he obtained during employment.

72. Instead, Donovan has unlawfully exercised and continues to exercise ownership, dominion, or control of Check 'n Go's Confidential Information in violation of the Confidentiality Agreement.

73. As a direct and proximate result of Donovan's conversion, Check 'n Go has and will continue to suffer damages in an amount to be determined at trial.

74. In doing the things herein alleged, Donovan's conduct was wanton, willful and malicious and done with the intent to injure Check 'n Go, and done in conscious disregard of Check 'n Go's rights, warranting an assessment of punitive damages in an amount appropriate to punish Donovan and deter others from engaging in similar misconduct.

COUNT FIVE FRAUDULENT INDUCEMENT

75. Check 'n Go realleges and incorporates by reference the allegations of paragraphs 1 to 74 as though fully set forth herein.

76. On or about September 25, 2006, Check 'n Go offered Donovan the position of District Director of Operations for Check 'n Go, which he accepted that same day.

77. The written offer of employment from Check 'n Go to Donovan made clear that employment was contingent upon, among other things, the completion and execution of an employment application and a criminal background check.

78. On or about September 25, 2006, Donovan completed a Check 'n Go employment application on which he provided a Social Security number and represented that he had never pled guilty or been convicted of a felony.

79. The Social Security number Donovan provided to Check 'n Go on his employment application was false. Check 'n Go believes that Donovan provided a forged Social Security Administration document to Check 'n Go when Check 'n Go asked for verification of the number represented on the employment application.

80. Donovan's representation as to his lack of prior convictions or pleas was false when Donovan made it and Donovan knew it was false. On or about April 26, 2000, Donovan pled guilty in the Circuit Court of Arlington County, Virginia, to four counts of forgery, three counts of larceny and one count of attempted larceny, all felonies.

81. Donovan made the representations in his employment application with the intent and for the purpose of deceiving Check 'n Go and to induce Check 'n Go into relying on the representations.

82. Check 'n Go, in reliance on the representations Donovan made in his employment application, was induced into hiring Donovan and permitting Donovan to assume his position as District Director of Operations.

83. As a direct and proximate result of Donovan's misrepresentations, Check 'n Go has suffered damages in an amount to be determined a trial.

PRAYER FOR RELIEF

WHEREFORE, Check 'n Go prays for judgment and relief against Donovan as follows:

(1) For preliminary and permanent injunctive relief prohibiting Donovan (and his respective officers, agents, servants, employees, attorneys, and all those acting in concert with or participating with any and all of them who receive actual notice of the Court's order or otherwise) ("the Enjoined Parties") from:

(a) using, disclosing, or otherwise transmitting Check 'n Go's trade secrets and/or confidential or proprietary information;

(b) destroying, transferring, deleting, or concealing any documents (whether electronic or otherwise) or other material relating to the instant dispute;

(c) failing to immediately preserve and return to Check 'n Go all trade secret information improperly acquired from Check 'n Go, all materials (in written, electronic, or other form) containing or derived from any such trade secret information and all copies of such materials; and

(d) failing to submit all computers, files, and data related to any computer networks under Defendant's control to third party monitoring for the presence of Check 'n Go's trade secrets and other confidential and proprietary information.

(2) For compensatory damages;

(3) For exemplary damages;

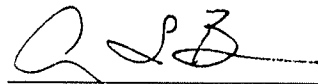
(4) For costs incurred in this action and reasonable attorney's fees; and

(5) For such other relief the Court deems just and proper.

Respectfully submitted,

EASTERN SPECIALTY FINANCE, INC.
d/b/a CHECK 'N GO

By Counsel



Amy L. Brown (Bar No. 451090)

abrown@ssd.com

Jeremy W. Dutra (Bar No. 488130)

jdutra@ssd.com

SQUIRE, SANDERS & DEMPSEY, LLP
1201 Pennsylvania Avenue, N.W.

IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA

EASTERN SPECIALTY FINANCE, INC.
d/b/a CHECK 'N GO,

5155 Financial Way
Mason, Ohio 45050

Plaintiff,

v.

MICHAEL PAUL DONOVAN a/k/a
MICHEAL PAUL DONOVAN

406 Comer Lane
Shenandoah, Virginia 22899
(571) 251-3383

Defendant.

Civil Action No. _____

PLAINTIFF EASTERN SPECIALTY FINANCE, INC.'S
CORPORATE DISCLOSURE STATEMENT

Pursuant to Rule 7.1(a) of the District of Columbia Superior Court Rules of Civil Procedure, Eastern Specialty Finance, Inc., through counsel, states that it is a wholly-owned subsidiary of CNG Holdings, Inc., which is wholly-owned subsidiary of CNG Financial Corporation.

Dated: September 18, 2007

Respectfully submitted,



Amy L. Brown (Bar No. 451090)
abrown@ssd.com

Jeremy W. Dutra (Bar No. 488130)
jdutra@ssd.com
SQUIRE, SANDERS & DEMPSEY, LLP
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Tel: (202) 626-6600
Fax: (202) 626-6780

CA Form 1

Superior Court of the District of Columbia
CIVIL DIVISION

500 Indiana Avenue, N.W., Room JM-170
Washington, D.C. 20001 Telephone: 879-1133

EASTERN SPECIALTY FINANCE, INC. d/b/a CHECK 'N

0006331207

Superior Court of the District of Columbia
CIVIL DIVISION

500 Indiana Avenue, N.W., Room JM-170
 Washington, D.C. 20001 Telephone: 879-1133

EASTERN SPECIALTY FINANCE, INC. d/b/a CHECK 'N
 GO

Plaintiff

VS.

MICHAEL PAUL DONOVAN a/k/a MICHEAL PAUL
 DONOVAN

Defendant

Civil Action No.

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon your exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government you have 60 days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear **below**. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Room JM 170 at 500 Indiana Avenue, N.W. between 9:00 am. and 4:00 pm., Mondays through Fridays or between 9:00 am. and 12:00 Noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Clerk of the Court

Amy L. Brown

Name of Plaintiff's Attorney

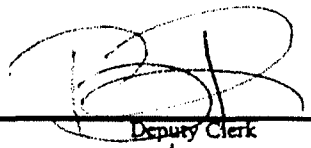
Squire, Sanders & Dempsey, LLP

Address

1201 Penn. Ave., NW Wash. D.C. 20004

(202) 626-6600

Telephone

By 

Deputy Clerk

Date 9/18/07

PUEDE OBTENERSE COPIAS DE ESTE FORMULARIO EN ESPANOL EN EL TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA, 500 INDIANA AVENUE, N.W., SALA JM 170

YOU MAY OBTAIN A COPY OF THIS FORM IN SPANISH AT THE SUPERIOR COURT OF D.C., 500 INDIANA AVENUE, N.W., ROOM JM 170

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

INFORMATION SHEET

00-8-332-07

Eastern Specialty Finance, Inc. d/b/a Check 'n Go

Case Number: _____

vs

Date: September 18, 2007

Michael Paul Donovan a/k/a Micheal Paul Donovan

Name: (please print) Amy L. Brown		Relationship to Lawsuit ☒ Attorney for Plaintiff ☐ Self (Pro Se) Other: _____
Firm Name: Squire, Sanders & Dempsey LLP		
Telephone No.: (202) 626-6600	Six digit Unified Bar No.: 451090	

TYPE OF CASE: ☒ Non-Jury ☐ 6 Person Jury ☐ 12 Person Jury
Demand: \$ 250,000 Other: Injunctive Relief

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar #: _____

NATURE OF SUIT: (Check One Box Only)		
A. CONTRACTS		
☒ 01 Breach of Contract ☐ 02 Breach of Warranty ☐ 06 Negotiable Instrument ☐ 15 _____	☐ 07 Personal Property ☐ 09 Real Property-Real Estate ☐ 12 Specific Performance	COLLECTION CASES ☐ 14 Under \$25,000 Pltf. Grants Consent ☐ 16 Under \$25,000 Consent Denied ☐ 17 OVER \$25,000
B. PROPERTY TORTS		
☐ 01 Automobile ☒ 02 Conversion ☐ 07 Shoplifting, D.C. Code § 27-102(a)	☐ 03 Destruction of Private Property ☐ 04 Property Damage	☐ 05 Trespass ☐ 06 Traffic Adjudication
C. PERSONAL TORTS		
☐ 01 Abuse of Process ☐ 02 Alienation of Affection ☐ 03 Assault and Battery ☐ 04 Automobile-Personal Injury ☐ 05 Deceit (Misrepresentation) ☐ 06 False Accusation ☐ 07 False Arrest ☒ 08 Fraud	☐ 09 Harassment ☐ 10 Invasion of Privacy ☐ 11 Libel and Slander ☐ 12 Malicious Interference ☐ 13 Malicious Prosecution ☐ 14 Malpractice Legal ☐ 15 Malpractice Medical (Including wrongful death) ☐ 16 Negligence-(Not Automobile, Not Malpractice)	☐ 17 Personal Injury - (Not Automobile, Not Malpractice) ☐ 18 Wrongful Death (Not malpractice) ☐ 19 Wrongful Eviction ☐ 20 Friendly Suit ☐ 21 Asbestos ☐ 22 Toxic/Mass Torts ☐ 23 Tobacco

SEE REVERSE SIDE AND CHECK HERE ☐ IF USED



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

EASTERN SPECIALTY FINANCE INC

Vs.

C.A. No. 2007 CA 006331 B

MICHAEL P DONOVAN

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

Chief Judge Rufus G. King, III

Case Assigned to: Judge ROBERT E MORIN

Date: September 18, 2007

Initial Conference: 9:30 am, Friday, January 04, 2008

Location: Courtroom 517

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

**ADDENDUM TO INITIAL ORDER AFFIRMING
ALL MEDICAL MALPRACTICE CASES**

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 105, 515 5th Street, N.W. (enter at Police Memorial Plaza entrance). Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Rufus G. King, III

IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA

EASTERN SPECIALTY FINANCE, INC.
d/b/a CHECK 'N GO,

Plaintiff,

v.

MICHAEL PAUL DONOVAN a/k/a
MICHEAL PAUL DONOVAN

Defendant.

Civil Action No. 2007 CA 006331 B

Judge Jeanette J. Clark

ORDER ENTERING DEFAULT JUDGMENT

This matter having come before the Court on the Motion of Plaintiff Eastern Specialty Finance, Inc. d/b/a Check 'n Go ("Check 'n Go"), by and through its counsel of record, for entry of a judgment of default against the Defendant Michael Paul Donovan and in favor of Check 'n Go;

Authority to grant such orders being conferred upon this Court by Rule 55(b) of the D.C. Superior Court Rules of Civil Procedure;

And the Court having read the pleadings, papers, exhibits, affidavits, and other materials submitted therewith, for good cause appearing;

IT IS HEREBY ORDERED that a judgment of default be entered against Mr. Donovan and in favor of Check 'n Go;

IT IS FURTHER ORDERED that Mr. Donovan shall pay damages to Check 'n Go in the amount of \$72,552.90 to compensate Check 'n Go for Mr. Donovan's fraudulent inducement of employment and the breach of his fiduciary duty to Check 'n Go;

IT IS FURTHER ORDERED that Mr. Donovan, pursuant to D.C. Code 36-404(3), shall pay Check 'n Go its reasonable attorneys' fees in the amount of \$290,701.75; and

IT IS FURTHER ORDERED that Mr. Donovan shall pay Check 'n Go the costs incurred in this action.

Date: 8/22/2008

Jeanette J. Clark

Jeanette J. Clark
Superior Court Judge

