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JULIE GUMBAN

Plaintiff,

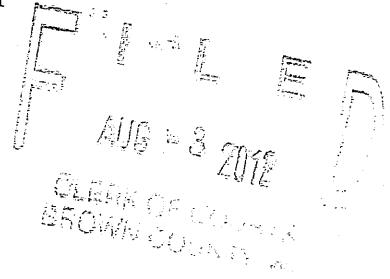
Case No.: 12-CV-479

-vs-

Case Code: 30301

RON VAN DEN HEUVEL,  
KELLY VAN DEN HEUVEL,  
TISSUE PRODUCTS TECHNOLOGY, CORP.,  
TISSUE TECHNOLOGY, LLC, and  
KYHKJG, LLC.

Defendants.



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**PLAINTIFF'S SCHEDULING CONFERENCE STATEMENT**

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PRESIDING JUDGE:

Honorable Marc A. Hammer

SCHEDULING CONFERENCE DATE:

August 31, 2012

ATTORNEYS FOR PLAINTIFF:

Randall L. Gast, Esq.  
Hanaway Ross, S.C.

ATTORNEYS FOR DEFENDANTS:

Ty C. Willinganz, Esq.

Pursuant to the Court's notice of a scheduling conference, the following information is  
furnished to the Court:

1. **Nature of Action:** This is a money judgment case for breach of a settlement agreement between the parties.

2. **Please give a brief summary of the factual situation:** In or about November 2004, Plaintiff Gumban came to work for Defendants, Ron and Kelly Van Den Heuvel, as a personal assistant and live-in nanny for their children and, thereafter, provided domestic services, and further provided other contracted employment services for some or all of the corporate Defendants. All Defendants will be collectively referred to herein as the "RVDH Parties."

Gumban ceased providing the Services in or about November 2010, and claimed she was due wages and other compensation from the RVDH Parties for Services rendered. During the course of her engagement, Gumban made certain cash advances to, and incurred credit card debt for, the benefit of the RVDH Parties.

In or about March 2011, Gumban made formal demand upon the RVDH Parties for wages and other benefits due, and further demand for reimbursement for cash and credit card advances made to or for the benefit of the RVDH Parties. As a result of settlement discussions, Gumban, on the one hand, and the RVDH Parties, on the other hand, entered into a Settlement Agreement and Mutual Release on or about June 8, 2011 (the "Agreement"), a copy of which is appended to the Complaint on file herein.

The RVDH Parties timely made the first installment of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). The RVDH Parties, however, defaulted on the making of the second installment payment of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), which was due on or before July 25, 2011. On August 29, 2011, Gumban's counsel issued a default notice to the RVDH Parties demanding that the defaulted payment be cured within ten days consistent with the terms of the Agreement.

The default, as stated in the notice, was not cured within the ten day grace period. Subsequent to the effective date of default, but without curing the same, the RVDH Parties caused to be paid the further sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) on or about October 26, 2011, but have failed and refused, despite repeated assurances, to pay any further or additional sums due under the Agreement. There remains due and payable the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), plus actual attorneys' fees and costs, all pursuant to the terms of the Agreement.

3. **Issues of fact involved:** Establishment of the terms of the Agreement and facts establishing the breach thereof.
4. **Issues of law involved:** Breach of contract.
5. **Please itemize claimed special damages:** \$70,000.00 plus fees and costs.
6. **Are pleadings completed?** Yes.

7. Are adverse examinations completed? No.
8. Have medical examinations been completed? N/A.
9. **Additional remarks:** Plaintiff anticipates the filing of a summary judgment motion upon the completion of discovery. As of the date of this submission, Defendants have failed to respond to requests for admission which concede the authenticity and genuineness of the Agreement. Plaintiff asserts that this is a sufficient basis on which to seek judgment.

Dated this 1<sup>st</sup> day of August, 2012.

HANAWAY ROSS, S.C.

BY: 

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