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Pro se

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

BETH BOGAERTS, an individual,  
Plaintiff,

vs.

THOMAS SCHOENBERGER,  
an individual,  
TREVOR FITZGIBBON,  
an individual,  
MANUEL CHAVEZ,  
an individual,  
MICHAEL LEVINE,  
an individual,  
and DOES 1 through 20, inclusive,  
Defendants.

**Case No.: 20STCV10636**

*Assigned for all purposes to the  
Honorable Daniel S. Murphy [Dept.: 32]*

**ANSWER & CROSS COMPLAINT**

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**TO THIS HONORABLE COURT AND ALL INTERESTED PARTIES AND  
THEIR ATTORNEYS OF RECORD, IF ANY:**

**PLEASE TAKE NOTICE** that Defendant Thomas Schoenberger (hereinafter "SCHOENBERGER") comes before this Court to ANSWER & COUNTER COMPLAINT to Plaintiff Beth Bogaerts hereinafter "BOGAERTS").

**MOTION FOR RECONSIDERATION**  
**TO RESCHEDULE MOTION TO DISMISS HEARING**

A September 9, 2020 Hearing was scheduled for Defendant SCHOENBERGER MOTION TO DISMISS. Defendant SCHOENBERGER scheduled his remote appearance with this court on September 8, 2020 with LACourtConnect, the day prior to the hearing scheduled for September 9, 2020 10:00AM. See attached 1.

Defendant SCHOENBERGER, appearing pro se, and with new rules of civil procedures for court appearances remotely due to new COVID -19 restrictions (*see Superior Court of California, County of Los Angeles Order #2020-GEN-020-00, Emergency Rule 3*), this was the first time scheduling such an appearance with this court. Unfamiliar with the courts login details, Defendant did not discover until approximately two (2) hours prior to the hearing, he was unable to login to appear before the court at the hearing remotely. Defendant SCHOENBERGER did contact the court's service desk (213) 830-0400 prior to the hearing time to inform them no login details had not been received via email. Defendant SCHOENBERGER thereafter discovered outage in his local area may or may not have contributed to this technical difficulty experienced. See attached Exhibit 2.

Defendant SCHOENBERGER hereby MOTIONS FOR RECONSIDERATION the Court, to permit the intended hearing on MOTION TO DISMISS for September 9, 2020, to be rescheduled.

**NOTICE OF DEFENSE**

Defendant SCHOENBERGER therefore, hereby Answers Complaint without consenting to jurisdiction, nor loss of rights. SCHOENBERGER hereby notices the Court, of Cross Complaint to this Answer.

SCHOENBERGER pursuant to Rule 13 of the Rules, also files the following counterclaims against BOGAERTS for breach of fiduciary duty, breach of trust, civil conspiracy, fraud, negligence, breach of trust, breach of confidentiality, negligence

misrepresentation, breach of implied covenant of good faith and fair dealing, extortion, intellectual property fraud / theft and/or extortion, civil harassment, defamation, libel, slander, tortious interference with Defendant SCHOENBERGER life & prospects for business.

**SWORN AFFIDAVIT OF THOMAS SCHOENBERGER**

Defendant SCHOENBERGER states and deposes as follows, under penalty of perjury:

1. I am over 21 years of age and otherwise competent to make this Affidavit. I have personal knowledge of the statements contained herein. The statements in this Affidavit are true and accurate to the best of my knowledge, information and belief.
2. I am a resident of Utah.
3. I have never resided in Los Angeles for the dates in question in Plaintiff's Complaint.
4. I do not have an office in Los Angeles.
5. I have had in the past, and do have currently agents and/or representatives in California, but not in Los Angeles. I do not, nor did I have employees in Los Angeles for the dates in question in Plaintiff's Complaint.
6. I do not own (and have never owned) any real estate in Los Angeles. I have owned personal property in Los Angeles in the past, but not for the dates in question in Plaintiff's Complaint. My business partner does living in Los Angeles and was dismissed from this lawsuit, Michael Levine.
7. I have done business in California.
8. I do have clients who reside and/or do business in California.
9. I have derived income from California, and have paid taxes in California prior to dates in Plaintiff BOGAERTS Complaint.
10. I was never physically present in California with Plaintiff BOGAERTS, ever. Therefore, it was impossible to ever have done business physically with BOGAERTS in California.
11. I did not voluntarily appear in the California proceedings instigated against me by BOGAERTS.
12. I never agreed to submit to jurisdiction in California courts, for any reason

whatsoever with BOGAERTS.

13. None of the alleged 'loans' BOGAERTS claims she made to me were made in California. Some funds were received by me while in California.

14. None of the events referenced in BOGAERTS Complaint transpired in California.

15. I have never targeted BOGAERTS online, nor made threats to BOGAERTS. To my knowledge BOGAERTS was never in California during the dates in question in Plaintiff's Complaint. I never induced through threat of force to compel BOGAERTS ever as alleged in Complaint.

16. I have had a love affair with BOGAERTS from approximately July 2017 to June 2018. I acted on the statements made to me by BOGAERTS she was a legally separated married woman, residing in Texas, estranged from her husband. All my actions were in good faith based upon a personal relationship with BOGAERTS both professionally and personally in which I put my trust.

17. I did give BOGAERTS six (6) artifacts (hereinafter "ARTIFACTS") as my capital collateral towards the business Shadowbox Strategies, Inc. (hereinafter "SHADOWBOX"), in which BOGAERTS has excluded from Plaintiff's Complaint. One (1) artifact alone, is dated to 37AD with the image of Julia Dristol, the sister of Caligula I.

18. Said ARTIFACTS are in BOGAERTS possession still to date. To the best of my knowledge, experience, and belief, said ARTIFACTS have a value of a minimum of \$25,000.00 (Twenty-five thousand and no/dollars) estimate. I have received none of these ARTIFACTS back from BOGAERTS, nor any consideration and intentional exclusion from Plaintiff's Complaint.

19. BOGAERTS acted as Secretary/Treasurer for SHADOWBOX, her claims alleged in the Complaint of fraud, negligence, promissory estoppel, breach of contract, negligence misrepresentation, breach of implied covenant of good faith and fair dealing, extortion, civil harassment, and any other claim BOGAERTS has against any Defendant, are contrary, should they not be precluded by a demand, a request outlaying any breaches of relationship trust, prior to judiciary action? I have never received a demand letter from BOGAERTS prior to receiving Plaintiff's Complaint.

20. With the exception of \$500.00 (Five hundred dollars no/100) after the demise of the relationship. All other alleged 'loans' BOGAERTS enlists in Complaint, were part of doing business, which Plaintiff BOGAERTS managed the books. Long after

SHADOWBOX had disbanded I agree to pay 30% an additional loan for \$2,500.00 (Two thousand five hundred and no/100). I made it clear it was a loan. I paid back the original loan of \$500.00 (Five hundred dollars and no/100) by giving her \$1,000.00 (One thousand dollars and no/100) via cash app in January 2019. She did not reply Nor did she ever issue written IOUs for any amounts. On both my request for \$500.00 and \$2,500.00 respectively, were agreed as loans. All other monies BOGAERTS either invested in business that was matched by SCHOENBERGER personal property ARTIFACTS, or were gifts. BOGAERTS admits in a video interview on or about March 2018 all funds put forth by BOGAERTS on behalf of SHADOWBOX were an investment. She did not mention loans, video included as Exhibit 3:

<https://streamable.com/wtrne>

21. On or about May 9, 2018 Plaintiff BOGAERTS filed as an individual and as PRIMUS HOLDINGS, LLC a Trademark on my proprietary intellectual property, a body of work with a decade of artistic and creative contribution, planning, execution, of an intricate online puzzle "Cicada3301." This theft of creative IP alone is worth millions. Plaintiff BOGAERTS intentionally excluded this fact from her Complaint and the complications, loss of business/reputation, including but not limited to the negative impact to the IP's community, tortious interference, malignant civil conspiracy, threat of life, and damage to Defendant SCHOENBERGER. BOGAERTS had nothing to do with the creation, contribution, planning, execution, solutions of any of my IP. PRIMUS HOLDINGS, LLC is unknown to me. Trademark theft attached as Exhibit 4.

22. I met Plaintiff BOGAERTS in July 2017. I did not meet her December 2016, as she states in Plaintiff's Complaint.

23. I met Defendant Trevor Fitzgibbon through BOGAERTS in mid-2017. So it would therefore be impossible to conspire under the dates of Plaintiff's Complaint, existing months before BOGAERTS introduced me to Fitzgibbon, nor meeting either of them.

24. I have never given BOGAERTS access to my Paypal. BOGAERTS provided evidence in her court pleadings in this case, of confidential 'account owner only' information from my personal paypal account. BOGAERTS also provided evidence of cashapp transactions which state 'Schlumberger' her husband's employer. I have no financial account nor business dealings with Schlumberger.

25. I have been disappointed and heart broken over this failed love affair, which has negatively effected me personally and my professional life. It is obvious why SHADOWBOX failed. I understand the risk of losing capital investment. I understand some love is not always fair, nor lasting. To lodge such a vicious Complaint against Defendants, has caused irreparable financial damage and complications to my physical health, in excess of Plaintiff's Complaint upon the Defendants, which is the reason for filing a Cross Complaint.

I declare, certify, verify and state under penalty of perjury that the foregoing is true and correct.

Dated this 30th day of September 2020.

*/s/ Thomas Schoenberger*

THOMAS SCHOENBERGER, pro se

**ANSWER TO COMPLAINT**

1. Deny.

2. Deny.

3. Deny.

4. Unknown, uncontested.

5. Deny.

6. Deny.

7. Unknown, uncontested.

8. Affirm.

9. Deny.

10. Deny in that BOGAERTS fails to include herself as a co-business partner, principle, agent, including but not limited to, acting as Principle, including Secretary/Treasurer.
11. Deny as to December 2016 meeting online. Admit as to May 2017 to meeting BOGAERTS online. Deny meeting Defendant FITZGIBBON until after meeting BOGAERTS in person. FITZGIBBON was introduced to me by BOGAERTS.
12. Unchallenged.
13. Unchallenged.
14. Deny. Address was redacted in original Complaint by BOGAERTS to SCHOENBERGER. Address was suppose to be TEXAS, the state of the Directing Secretary/Treasurer.
15. Deny. SCHOENBERGER cannot answer to other Defendants FITZGIBBON, CHAVEZ.
16. Deny. Plaintiff provided out of pocket expenditures as capital investment. Defendant provided capital collateral of \$25,000 or more by placing artifacts in Plaintiffs custody. Plaintiff OMITTS these assets from her complaint. And has also not returned said personal property to SCHOENBERGER.
17. Deny.
18. Unknown as to Defendant FITZGIBBON.
19. Unknown as to Defendant CHAVEZ.
20. Deny.
21. Deny. SCHOENBERGER has transferred to BOGAERTS for the benefit of resolving any outstanding obligations, the sum of \$1,000.00 (One thousand dollars and no/100) January 3, 2018, and \$100.00 (One hundred dollars and no/100) on April 5, 2018; respectively. Both receipts are attached as Exhibit 5.
22. Deny. Unknown as to Defendant FITZGIBBON.

23. Deny.

24. Deny. Plaintiff SCHOENBERGER admits he informed BOGAERTS he would contact her husband, if she did not stop smearing him to SCHOENBERGER's business partners and/or on public monetized platforms with adversaries. Defendant SCHOENBERGER was under the belief from BOGAERTS, he was in a committed relationship with a seperated BOGAERTS. BOGAERTS libel, slander and defamation, making threats Plaintiff would destroy SCHOENBERGER by continuing to appear on CHAVEZ live stream show(s). BOGAERTS made exaggerating outlandish claims SCHOENBERGER attempted to extort a SHADOWBOX client Ed Butowsky of \$300,000.00 (Three hundred thousand dollars and no/100) via email. SCHOENBERGER denies this and provides as an example the cruel extent BOGAERTS has acted to harm SCHOENBERGER further. Evidence to be included in SCHOENBERGER's Cross Complaint.

25. Deny.

26. Deny. See attached Valentine's card from BOGAERTS to SCHOENBERGER in her own handwriting February 14, 2018 as Exhibit 6. See attached statement of romantic relationship by Defendant Michael Levine, as Exhibit 7. It was my belief I was in a romantic relationship with BOGAERTS in a committed relationship.

27. Deny.

28. Deny. Lover's spat taken out of porportion.

29. Deny. 50% was implied as partner in life, not a burned relationship.

30. Deny. Plaintiff BOGAERTS also contradicts her claim; if there was not affair, there could be no alleged extortion.

31. Unknow as to FITZGIBBON with the exception this is proof of BOGAERTS own breach of confidential and fiduciary responsibility by disclosing any settlement in FITZGIBBON case referenced.

32. Admit as per evidence.

33. Admit as per evidence.
34. Admit as per evidence. Why was Defendant CHAVEZ voluntarily dismissed from this case when he threatened BOGAERTS and her family and ruin her life?  
BOGAERTS has appeared on CHAVEZ monetized stream platform numerous times, including after, which suggests conspired harm to Defendant SCHOENBERGER and FITZGIBBON than allegations made by BOGAERTS in this case. See Exhibit 8.
35. Deny. Trademark theft, including but not limited to intellectual property, reputation, relationships, business prospects of SCHOENBERGERS intellectual property which BOGAERTS trademarked May 9, 2018 was filed by BOGAERTS individually with "PRIMUS HOLDINGS" an entity unknown to SCHOENBERGER. See Exhibit 4.
36. Admit. After BOGAERTS theft of intellectual property negatively effected both Defendants SCHOENBERGER and LEVINE business relationships and prospects.
37. Deny. BOGAERTS illegally transfered her 50% on the fraudulent trademark filed to a third party, who is not SCHOENBERGER, and without SCHOENBERGER's knowledge nor consent.
38. Deny. BOGAERTS expects Defendant SCHOENBERGER to pay filing fees to her own theft?
39. Deny.
40. Deny. SCHOENBERGER is not responsible for BOGAERTS behavior nor freedom of speech from those BOGAERTS trespassed.
41. Deny. SCHOENBERGER is not responsible for threats to BOGEARTS and her family made by CHAVEZ, see Exhibit 8. Video emailed to Plaintiff's attorney, originally streamed live to CHAVEZ' monetized platform on or about May 2018.
42. Deny.
43. Deny.
44. Deny.

45. Deny.

46. Deny.

47. Deny.

48. Deny. SCHOENBERGER admits all partners bear the same responsibility of duty to use reasonable care, including Plaintiff BOGAERTS.

49. Deny. SCHOENBERGER contends Plaintiff BOGAERTS is also liable to use reasonable care to prevent harm towards Plaintiffs.

50. Deny.

51. Deny.

52. Deny.

53. Deny.

54. Deny.

55. Deny.

56. Deny.

57. Deny.

58. Deny.

59. Deny.

60. Deny.

61. Deny.

62. Deny.

63. Deny.

64. Deny.

65. Deny.

66. Deny.

67. Deny. Plaintiff BOGAERTS has failed to produce said contracts as alleged.

68. Deny.

69. Deny.

70. Deny.

71. Deny.

72. Deny.

73. Deny. Plaintiff BOGEARTS made a public interview March 2018 stating SHADOWBOX has failed at no fault of any partner(s), including capital investment risk and loss, included as Exhibit 3: <https://streamable.com/wtrne>

74. Deny.

75. Deny.

76. Deny.

77. Deny. SCHOENBERGER sent funds to BOGAERTS to offset any outstanding claims of partnership loss. BOGAERTS made no claim nor demand of financial loss to SCHOENBERGER prior to filing Plaintiff's Complaint. Proof of funds sent to BOGAERTS by SCHOENBERGER are attached as Exhibit 5.

78. Deny.

79. Deny.

80. Deny.

81. Deny.

82. Deny.

83. Deny.

84. Deny.

85. Deny.

86. Deny.

87. Deny.

88. Deny.

89. Deny.

90. Deny.

91. Deny.

92. Deny.

93. Deny.

94. Deny.

95. Deny.

96. Deny.

97. Deny.

98. Deny.

99. Deny.

100. Deny.

101. Deny. BOGAERTS alleges extortion and in an interview Plaintiff's own responses show BOGAERTS propensity for playing victim while telling lies.

<https://burners.me/2019/11/15/larpwars-part-4-was-fox-in-socks-doxxed-or-did-fox-doxx-in-socks/>

102. Deny.

103. Deny.

104. Deny.

105. Deny.

106. Deny.

107. Deny.

108. Deny.

109. Deny.

110. Deny.

111. Deny.

112. Deny.

113. Deny. SHADOWBOX was dissolved in 2018. BOGAERTS refuses to move on with her own life.

114. Deny.

115. Deny.

The ongoing nature and damage resulting from Plaintiff's illegal actions are of such a nature that Defendant is without an adequate legal remedy at law. Plaintiff has had to represent himself pro se, contrary to medical expert advice by Defendant SCHOENBERGER's attending physicians. Defendant has suffered and will continue to suffer irreparable harm as a result of Plaintiff's malicious acts.

**PRAYER FOR RELIEF**

**FOR THE FOREGOING REASONS,** Defendant SCHOENBERGER respectfully requests the Court to Reconsider Motion to Dismiss, by allowing SCHOENBERGER to reschedule the hearing for the Motion to Dismiss. SCHOENBERGER respectfully Answers Plaintiff's Complaint without consenting to enjoining this case & reserves all rights to Dismissal for lack of jurisdiction and/or on frivolous grounds.

SCHOENBERGER respectfully retains his right to Cross Complaint.

Dated this 30th day of September 2020.

/s/ Thomas Schoenberger

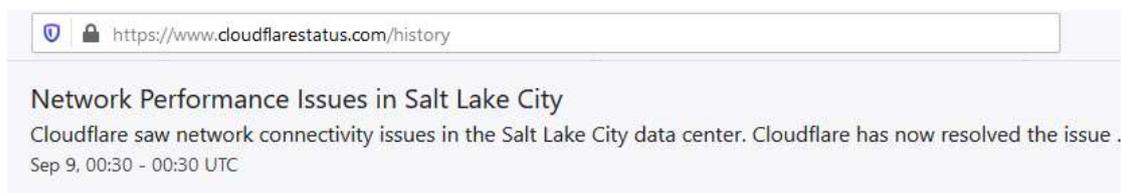
THOMAS SCHOENBERGER, pro se

## Exhibit 1

The screenshot shows a mobile browser interface. At the top, there is a home icon, a lock icon, and the URL "acourt.portalscloud.com". To the right of the URL are a smiley face icon and a three-dot menu icon. Below the browser bar is a blue header with the Superior Court of California, County of Los Angeles logo and name. To the right of the header, it says "User: tstger13@gmail.com Log out". The main heading is "VCourt™ Remote Appearances". Below this is a navigation menu with four steps: "Step 1. Search For A Case >> Step 2. Provide Information About Attendee >> Step 3. Select Events >> Step 4. Finalize & Pay". The current case is "20STCV10636 - BETH BOGAERTS vs THOMAS SCHOENBERGER, et al.". Below the case name is a table with the following columns: Event Time, Event Description, Appearance Type, \* Registration Fee Waiver, \*\* Registration Fee, and Total Fee.

Event Time	Event Description	Appearance Type	* Registration Fee Waiver	** Registration Fee	Total Fee
9/9/2020 10:00 AM	MOT330 - Hearing on Motion to Dismiss Filed by Defendant	==Select Type== ▼	<input type="checkbox"/>		

## Exhibit 2



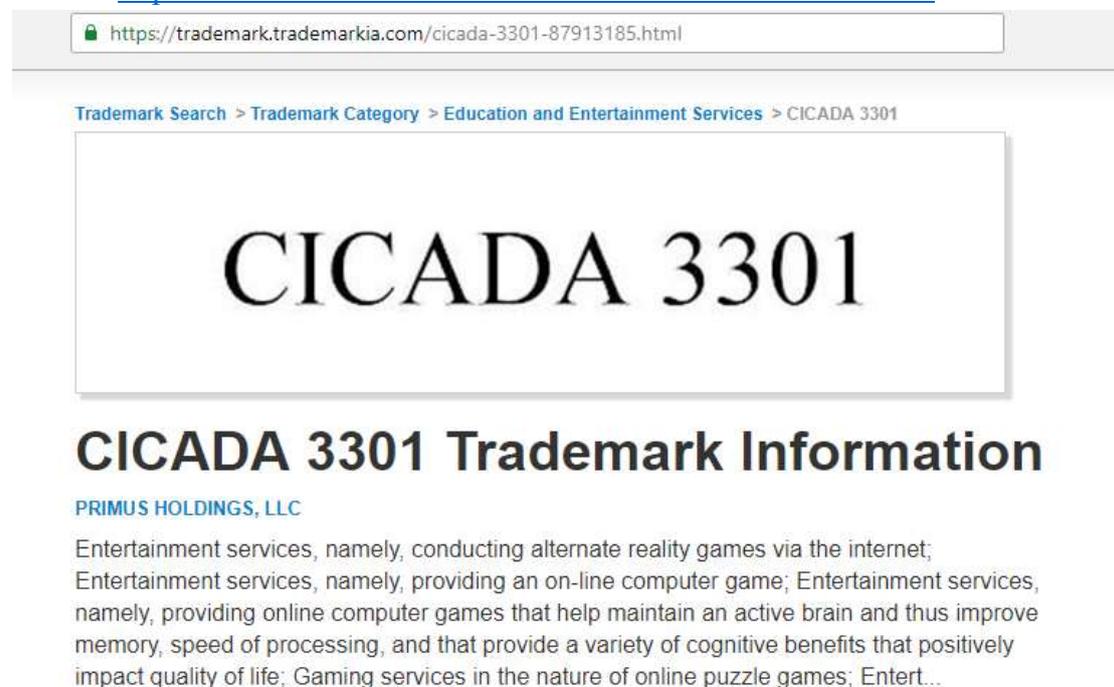
The screenshot shows a web browser address bar with the URL <https://www.cloudflarestatus.com/history>. Below the address bar, the page title is "Network Performance Issues in Salt Lake City". The main text of the status page reads: "Cloudflare saw network connectivity issues in the Salt Lake City data center. Cloudflare has now resolved the issue . Sep 9, 00:30 - 00:30 UTC".

## **Exhibit 3**

BOGAERTS interview March 2018 <https://streamable.com/wtrne>

## Exhibit 4

Source: <https://trademark.trademarkia.com/cicada-3301-87913185.html>



The screenshot shows a web browser address bar with the URL <https://trademark.trademarkia.com/cicada-3301-87913185.html>. Below the address bar is a breadcrumb trail: [Trademark Search](#) > [Trademark Category](#) > [Education and Entertainment Services](#) > [CICADA 3301](#). The main content area features the text "CICADA 3301" in a large, black, serif font, centered within a white rectangular box with a thin grey border. Below this box is the heading "CICADA 3301 Trademark Information" in a bold, black, sans-serif font. Underneath the heading is the text "PRIMUS HOLDINGS, LLC" in a smaller, blue, sans-serif font. The final line of text in the screenshot is a list of services: "Entertainment services, namely, conducting alternate reality games via the internet; Entertainment services, namely, providing an on-line computer game; Entertainment services, namely, providing online computer games that help maintain an active brain and thus improve memory, speed of processing, and that provide a variety of cognitive benefits that positively impact quality of life; Gaming services in the nature of online puzzle games; Entert..."

This is a brand page for the CICADA 3301 trademark by PRIMUS HOLDINGS, LLC in CARLSBAD, CA, 92008.

[Write a review](#) about a product or service associated with this CICADA 3301 trademark. Or, contact the owner PRIMUS HOLDINGS, LLC of the CICADA 3301 trademark by filing a request to communicate with [the Legal Correspondent](#) for licensing, use, and/or questions related to the CICADA 3301 trademark.

On Wednesday, May 9, 2018, a U.S. federal trademark registration was filed for CICADA 3301. The USPTO has given the CICADA 3301 trademark serial number of 87913185. The current federal status of this trademark filing is REGISTERED. The correspondent listed for CICADA 3301 is BRENT D. SAUSSER of SAUSSER SUMMERS, PC, 2 ROSEDALE DR., CHARLESTON, SC 29407. The CICADA 3301 trademark is filed in the category of [Education and Entertainment Services](#). The description provided to the USPTO for CICADA 3301 is *Entertainment services, namely, conducting alternate reality games via the internet; Entertainment services, namely, providing an on-line computer game; Entertainment services, namely, providing online computer games that help maintain an active brain and thus improve memory, speed of processing, and that provide a variety of cognitive benefits that positively impact quality of life; Gaming services in the nature of online puzzle games; Entertainment services, namely, providing a website featuring games and puzzles; Entertainment services, namely, providing temporary use of non-downloadable computer games; Providing an on-line computer game in the field of puzzle games; Providing on-line computer games.*

<b>Word mark:</b>	<b>CICADA 3301</b>
<b>Status/Status Date:</b>	<b>REGISTERED</b> 2/19/2019
<b>Serial Number:</b>	87913185
<b>Filing Date:</b>	5/9/2018
<b>Registration Number:</b>	5678319
<b>Registration Date:</b>	2/19/2019
<b>Goods and Services:</b>	Entertainment services, namely, conducting alternate reality games via the internet; Entertainment services, namely, providing an on-line computer game; Entertainment services, namely, providing online computer games that help maintain an active brain and thus improve memory, speed of processing, and that provide a variety of cognitive benefits that positively impact quality of life; Gaming services in the nature of online puzzle games; Entertainment services, namely, providing a website featuring games and puzzles; Entertainment services, namely, providing temporary use of non-downloadable computer games; Providing an on-line computer game in the field of puzzle games; Providing on-line computer games
<b>Mark Description:</b>	NOT AVAILABLE

Type Of Mark:	Service Mark
Published For Opposition Date:	12/4/2018
Last Applicant/Owner:	<a href="#">PRIMUS HOLDINGS, LLC</a> CARLSBAD, CA 92008 <a href="#">Why is this contact information displayed?</a>
Mark Drawing Code:	Standard Character Mark
Design Search:	(NO DATA)
Register Type:	Principal
Disclaimer:	(NOT AVAILABLE)
Correspondent:	<a href="#">BRENT D. SAUSSER</a> SAUSSER SUMMERS, PC 2 ROSEDALE DR. CHARLESTON, SC 29407

**Classification Information**

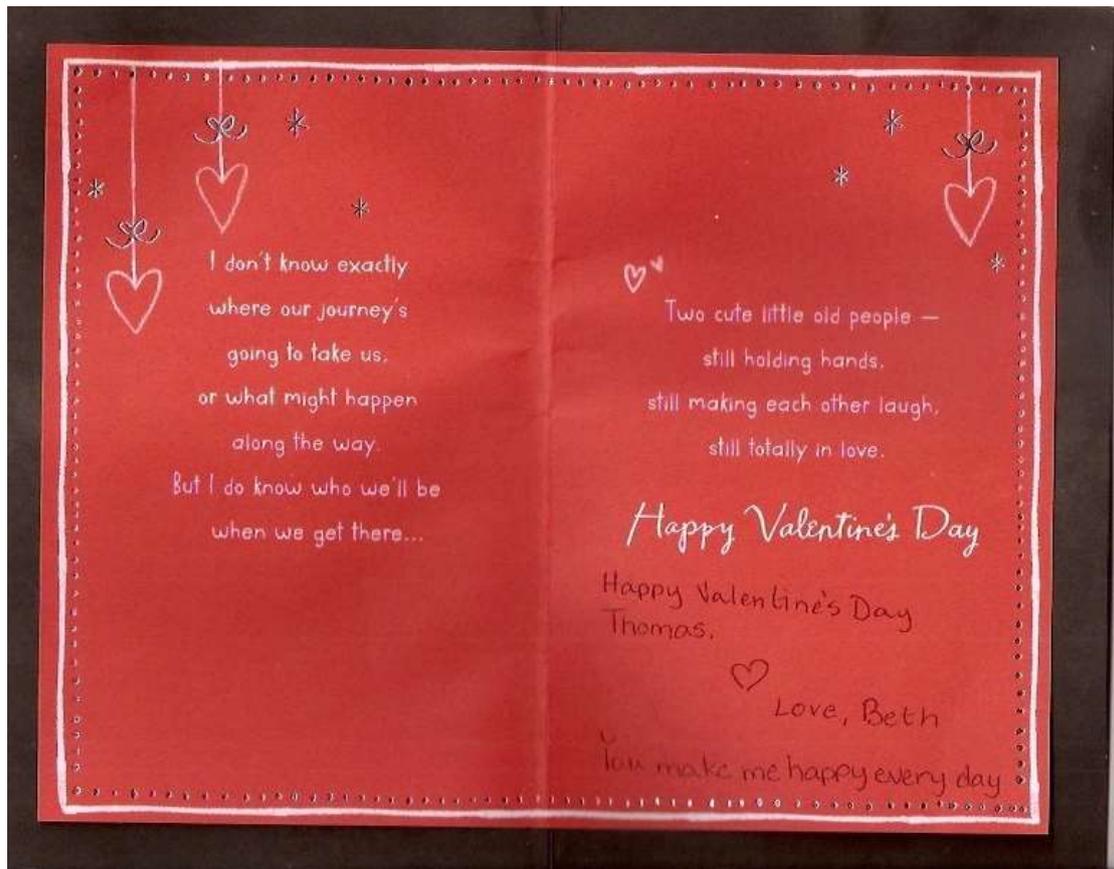
Use in Commerce Trademark - Applicant has provided proof of use of this mark in commerce to USPTO.

Primary Class:	Class Details:
Class (041)	Education; providing of training; entertainment; sporting and cultural activities. First Use Anywhere: : 1/1/2012 First Use In Commerce: 1/1/2012

## Exhibit 5

<p style="text-align: center;"></p> <p style="text-align: center;">Payment to Beth \$FoxFire2112</p> <p style="text-align: center; font-size: 2em; color: green;"><b>\$1,000</b></p> <p style="text-align: center;">Thomas Schoenberger sent \$1,000 to Beth on 1/03/18</p>	<p style="text-align: center;"></p> <p style="text-align: center;">Payment to Beth \$FoxFire2112</p> <p style="text-align: center; font-size: 2em; color: green;"><b>\$100</b></p> <p style="text-align: center;">Thomas Schoenberger sent \$100 to Beth on 4/05/18</p>
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## Exhibit 6



## Exhibit 7

Subject Statement concerning Thomas Schoenberger and Beth Blackburn/Bogaerts  
My name is Michael Levine.

I was originally supposed to be a member of Shadow Box, a Texas-based business created by Beth Blackburn and her then-boyfriend Thomas Schoenberger. Thomas is my current business partner on another project.

I never met Beth in person, but was introduced to her as Thomas' girlfriend prior to the formation of Shadow Box. It was obvious from conversations with both Beth and Thomas that they were in love with each other.

My recollection is that Beth asked if she could use my address for incorporation purposes. This made sense as I had the most permanent address of any of the principals involved. I never had any correspondence with any clients. My understanding was that Shadow Box had made arrangements to keep the business in Texas where Beth's friend Trevor had lined up Dallas financier Ed Bukowski as the first client and Ed had informed Beth and Thomas that if they started Shadow Box in Dallas, Ed would send all of his clients to Shadow Box.

I understand that Beth has since denied that she had an extramarital affair with Thomas Schoenberger. This borders on the ludicrous. They had many periods of romantic bliss, followed by lovers' spats, and subsequent reconciliations. At times I was reluctantly drawn into their bickering and attempted to make peace between them. She has also accused him of extortion, which I find difficult to believe. I will say that in the exchanges they had during the times of hostility between their reconnections, the verbal temperature often was raised, so it is possible that out of context either one may have said or written things they would regret once they calmed down. If Thomas made anything that could be perceived as a threat it would have been in the heat of an argument and quickly rescinded - something Beth knew quite well.

Beth and I were always cordial and usually friendly. However, she did mislead me about her plans concerning another project I manage with Thomas. I do not know whether this was intentional or not. Early on I thought Beth and Thomas were well-suited for each other and found her engaging and likable in the handful of phone conversations we had. Consequently, I wish her well, but have learned not to take her word at face value.

Thomas Schoenberger has taken loans from me. They are always written down with terms being laid out clearly. He has always been an honest business partner in his dealings with me, and even when we've had our differences they have been dealt with fairly and reasonably.

Beth and Thomas came up with the idea of Shadow Box and it was my understanding at the time - both from things Thomas and Beth said - that Thomas put what he believed to be

valuable historical artifacts in her possession to equal her investment in the startup.

I am sorry to hear that Beth feels wronged. However, I think if anyone looks at the facts in an objective matter they would conclude that this is more of the angry and disappointed fallout of a failed relationship than any sort of business dishonesty on Thomas' behalf.

Sincerely,  
Michael Levine

## **Exhibit 8**

File video of Defendant CHAVEZ threatening BOGAERTS and her family. Chavez-v-Bogearts-threat-of-life.mp4