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Samantha Nelson f/k/a Samantha Kumbaleck,  
Kristofer Nelson, Vikram Dadlani, and Jane Doe Dadlani*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA**

PETER S. DAVIS, as Receiver of DENSCO  
INVESTMENT CORPORATION, an Arizona  
corporation,

Plaintiff,

v.

U.S. BANK, N.A., a national banking  
organization; HILDA H. CHAVEZ and JOHN  
DOE CHAVEZ, a married couple;  
JPMORGAN CHASE BANK, N.A., a national  
banking organization; SAMANTHA NELSON  
f/k/a SAMANTHA KUMBALECK and  
KRISTOFER NELSON, a married couple; and  
VIKRAM DADLANI and JANE DOE  
DADLANI, a married couple,

Defendants.

NO. CV2019-011499

**DEFENDANTS JPMORGAN  
CHASE BANK, N.A.,  
SAMANTHA NELSON F/K/A  
SAMANTHA KUMBALEK,  
KRISTOFER NELSON, VIKRAM  
DADLANI, & JANE DOE  
DADLANI'S TWENTY-SECOND  
SUPPLEMENTAL RULE 26.1  
DISCLOSURE STATEMENT**

(Assigned to the Hon. Dewain D.  
Fox)

Defendants JPMorgan Chase Bank, N.A. (“Chase”), Samantha Nelson, Kristofer Nelson, Vikram Dadlani, and Jane Doe Dadlani (collectively, the “Chase Defendants”) hereby furnish their **Twenty-Second** Supplemental Rule 26.1 Disclosure Statement. This supplemental disclosure statement is based upon information currently known to the Chase Defendants and reasonably believed to be relevant. The Chase Defendants reserve the right to supplement this disclosure statement in the event additional information becomes known as the result of ongoing discovery or otherwise. Moreover, if any part of this disclosure statement is used in any way in connection with this matter, the Chase Defendants reserve all objections, **including, without limitations, objections to admissibility**. New information is in **bold type**.

#### **I. FACTUAL BASES OF THE CHASE DEFENDANTS’ DEFENSES**

This lawsuit was brought by Plaintiff Peter S. Davis as receiver (the “Receiver”) on behalf of DenSco Investment Corporation (“DenSco”) and concerns DenSco’s involvement in a real estate loan fraud perpetrated by Scott Menaged (“Menaged”). The essence of DenSco’s case against the Chase Defendants, as alleged in the Third Amended Complaint, is that Menaged maintained bank accounts for his business at Chase for part of the time (2014 and 2015) he was defrauding DenSco, and, therefore, Chase and two of its branch bankers must have known of the fraud and aided it. In addition, DenSco alleges that Menaged, Castro and “others” engaged in theft, money laundering, and a scheme or artifice to defraud by DenSco. DenSco further alleges that Nelson and Dadlani, as Chase employees, are vicariously liable for Menaged’s racketeering because they “authorized, ratified, and recklessly tolerated” Menaged and Castro’s conduct.

The Chase Defendants possess a variety of meritorious defenses to this claim, including: (a) the Receiver lacks standing to bring this claim; (b) the claim is barred by the statute of limitations; (c) the Receiver cannot satisfy a number of the elements necessary to sustain an aiding and abetting fraud claim or a civil racketeering claim; and (d) and several additional affirmative defenses pleaded in the Chase Defendants’ answers. Below, the Chase Defendants describe the facts currently known to them that support

1 each category of defense.

2 **A. Facts Supporting a Lack of Standing Defense**

3 In the Order Appointing Receiver (“Appointment Order”), the Maricopa County  
4 Superior Court defined the “Receivership Assets” as “the assets monies, securities, choses  
5 in action, and properties, real and personal, tangible and intangible, of whatever kind and  
6 description, wherever situated, of [DenSco].” In keeping, the Appointment Order  
7 authorizes the Receiver “to institute [] actions or proceedings [] as may in his discretion  
8 be advisable or proper for the protection of the Receivership Assets or proceeds  
9 therefrom, and to institute [or] prosecute [] such actions or proceedings [] as may in his  
10 judgment be necessary or proper for the collection, preservation and maintenance of the  
11 Receivership Assets.”

12 In other words, the Appointment Order authorizes the Receiver to bring claims  
13 that belong to the actual entity in receivership: DenSco. The Receiver, as a matter of both  
14 fact and law, steps into the shoes of DenSco. The Appointment Order does not authorize  
15 the Receiver to bring claims that belong to *investors* in DenSco. The fraud allegedly  
16 perpetrated by Menaged did not, in fact, tortiously injure DenSco as a company. To the  
17 contrary, the Third Amended Complaint makes clear that DenSco, as operated by its sole  
18 owner, shareholder, and operator, Denny Chittick (“Chittick”), was a participant in the  
19 alleged fraud—not a victim. Because DenSco participated in the scheme for its own  
20 benefit, it does not have standing nor the ability to bring a claim against Chase. And,  
21 because the Receiver is authorized only to bring claims on behalf of DenSco, and not  
22 DenSco’s investors, he too lacks standing.

23 **B. Facts Supporting a Statute of Limitations Defense**

24 The statute of limitations for a claim of aiding and abetting in Arizona is three  
25 years. Menaged began banking with Chase in April 2014, five months after DenSco  
26 admittedly discovered Menaged’s fraudulent activity in or around November 2013. Thus,  
27 DenSco’s claim accrued by April 2014, and its claim—not filed for over five years later  
28 on August 16, 2019—is barred by the applicable three-year statute of limitations.

Moreover, the facts in the following table demonstrate that DenSco remained aware of Menaged's alleged fraud throughout 2014 and 2015—the full duration of his banking relationship with Chase. These facts are drawn from a corporate journal maintained by DenSco in 2014 and 2015, and an investor letter that Chittick wrote to DenSco investors shortly before his death in July 2016.

Date	Source	Excerpt <sup>1</sup>
2/25/2014	DenSco Journal	I talked with Scott for an hour, we went over like three more scenarios. It all boils down to him coming up with cash. He does, that we'll be able to pay off a lot of loans, in numbers not dollars. Then his attorney sent over a 35 page agreement which was completely different than what scott agreed too. I swear they are just drgging this out and have no intention of signing anything.
3/31/2014	DenSco Journal	Scott is now convinced he's going to just sell all the properties and owe me a sh!t load of money and work on paying it off. at this point it clears the books, brings in the interest and then hopefully he can produce enough money that he can pay down the debt, it could be 8 million. That's a scary f*cking number. I'll now be able to fund a few more deals that are popping up. I only lost 95k this month. If he sells the properties, and I get the interest in, I'll have a good year, which will be good to put some capital on the books incase he f*cks me at some point.
6/10/14	DenSco Journal	I started looking up old wholesale deals from scott, I couldn't find any that were recorded, or very few. I went to the auction today to see if I could see louie buy some. No one knows me. John ray walks up and blows it! he's introducing me to everyone. I see louie buy one, then that's not on the list. I question scott about it he says it was paid for by a customer, he only bought two others, and they were after I left. Then the thing with the deeds he explains that they hold them until the guy they sell it to sells it so that if there are HOA's they don't get hit with all the fees. We

<sup>1</sup> The DenSco Journal and Investor Letter include typos. The Chase Defendants have maintained those typos in this chart in order to ensure an accurate iteration of the text of the documents.

		go over all the properties. He's almost 40 million now.
9/15/14	DenSco Journal	Scott was back and forth several times with me checking properties and amounts. Gregg was trying to give him releases for properties that were already paid off my only problem is that scott kept saying hey I came to you a year and half ago, when it was just in November. I think he knew about this longer than he's telling me.
Late 2014	Investor Letter	This whole agreement bothered me and wasn't sure it was right. Over time I was getting more and more uncomfortable with this arrangement and kept asking more questions. I told him I wasn't comfortable with this arrangement and he need to return the funds to me and I would no longer fund any more deals. [] We are now in late 2014. I was adamant that I wanted to stop this transaction. I wasn't sure what the truth was as far as arrangement how or who was getting paid etc.
December 2014	Investor Letter	Now compounded with the knowledge that all along I had been an unwittingly accomplice in some kind of fraud in my estimation. I felt like I was between a rock and hard place, with no out. In December I said no more.

**Additional evidence also confirms DenSco's full knowledge of the fraud as of at least July 2016, thereby also making this lawsuit untimely.** Finally, Chittick was DenSco's sole owner, shareholder, and operator. As a result, his knowledge of Menaged's alleged fraud is attributed to DenSco, conclusively triggering the accrual of any purported aiding and abetting claim DenSco possesses at the time Chittick acquired knowledge of the alleged fraud.

**C. Facts Supporting DenSco's Inability to Satisfy the Elements of the Aiding-and-Abetting Fraud Claims**

DenSco is unable to establish the elements necessary to prevail on an aiding and abetting fraud claim. The record established in this case already demonstrates that DenSco

1 is unable to prove (i) the existence of an actionable underlying tort; (ii) knowledge on the  
2 Chase Defendants' part; and (iii) substantial assistance on the Chase Defendants' part.

3 *i. There is no actionable underlying tort.*

4 In Arizona, an actionable fraud only exists where the party alleging fraud actually  
5 and justifiably relies on the misrepresentations at hand. Reliance, in turn, is not justifiable  
6 where the allegedly defrauded party could have ascertained the falsity of those  
7 representations. The facts outlined above and as part of the Receiver's prior filings  
8 demonstrate not only that DenSco could have ascertained that Menaged's representations  
9 were false, but that DenSco—through Chittick, its sole owner, shareholder, and  
10 operator—in fact knew that Menaged was making misrepresentations about his usage of  
11 DenSco's real estate loan funds.

12 *ii. The Chase Defendants had no knowledge of Menaged's alleged*  
13 *fraud.*

14 In Arizona, aiding and abetting liability only lies where a defendant knows that the  
15 conduct they are allegedly aiding and abetting is, in fact, a tort. Defendants Vikram  
16 Dadlani and Samantha Nelson—the Chase employees through whom Chase is alleged to  
17 possess knowledge of Menaged's alleged fraud—have confirmed in sworn deposition  
18 testimony that they had no knowledge whatsoever of misconduct on Menaged's part. And  
19 the Chase Defendants' only interactions with Menaged were in the context of banking  
20 activities on accounts Menaged owned and controlled that did not lead to actual  
21 knowledge of or willful blindness to Menaged's alleged misconduct. The fact that the  
22 Receiver believes Menaged engaged in conduct that should have alerted the Chase  
23 bankers to Menaged's fraud (the Chase Defendants disagree) is of no moment. The law  
24 is well-established: "should have known" is not tantamount to actual knowledge for  
25 purposes of pleading or establishing an aiding and abetting claim. Likewise, Arizona  
26 courts have not recognized "willful blindness" as a valid theory for establishing the  
27 knowledge element of the Receiver's civil aiding-and-abetting claims. The Receiver's  
28 claims are meritless.

1                   iii.       *There is no support for the Receiver's "Willful Blindness"*  
2   *position.*

3           In his Sixth Supplemental Disclosure, the Receiver has argued that various  
4 consent decrees and DPAs entered into by Chase are somehow evidence of Chase's  
5 willful blindness to Menaged's conduct. Specifically, Plaintiff points to the following:  
6 (i) a consent order from almost 12 years ago related to the sale of certain derivative  
7 financial products to nonprofits and municipalities prior to 2006; (ii) a deferred  
8 prosecution agreement with the DOJ concerning Chase's AML compliance program  
9 prior to December 2008; (iii) a consent order with the OCC concerning Chase's  
10 BSA/AML compliance program prior to March 2013; and (iv) a 2020 deferred  
11 prosecution agreement related to precious metals trading (collectively, the "DPAs  
and Consent Orders").

12           This argument is baseless. All of Plaintiff's claims turn on whether specific  
13 and identified bank employees actually knew that Menaged was conducting a  
14 criminal fraud against DenSco. The DPAs and Consent Orders simply have no  
15 bearing on whether the branch bankers identified in Plaintiff's complaint knew of  
16 and assisted with Menaged's fraud against DenSco. And, that fact aside, the DPAs  
17 and Consent Orders pertain to time periods before 2014-2015 which is when the  
18 Menaged banking activity at issue occurred. The DPAs and the Consent Orders are  
19 unrelated to, and shed no light upon, the actual knowledge of Chase's individual  
20 employees with respect to Menaged and his fraud. Instead, the DPAs and Consent  
21 Orders relate to Chase's BSA programs (and even events concerning precious  
22 metals and derivate products). As described below, this Court has already had that  
23 these topics are not germane to the claims at issue.

24           Significantly, Chase's obligations under the BSA are owed only to the  
25 government—there is no duty owed to any private person, much less Plaintiff. *See*  
26 *Gilbert Tuscaney Lender, LLC v. Wells Fargo Bank*, 307 P.3d 1025, 1029 (Ariz. Ct.  
27 App. 2013) ("The Bank Secrecy Act imposes on banks an obligation to the  
28 government, not to a remote victim."); *Ferring v. Bank of Am., N.A.*, No. CV- 15-

1 01168-PHX-GMS, 2016 U.S. Dist. LEXIS 12815, at \*13 (D. Ariz. Feb. 3, 2016)  
2 (“Arizona courts have already held that the BSA’s language ‘was not intended to  
3 create a duty on the part of banks to third-parties’”); *see also Venture Gen. Agency,*  
4 *LLC v. Wells Fargo Bank, N.A.*, No. 19-CV-02778-TSH, 2019 WL 3503109, at \*7-8  
5 (N.D. Cal. Aug. 1, 2019) (collecting cases).

6 Thus, the BSA does not play a part in this litigation. As a matter of law, the  
7 DPAs and Consent Orders cannot be relevant to the issues presented by Plaintiff’s  
8 claims. Rather, the actual claims the Plaintiff has alleged impose a high burden with  
9 respect to the Chase Defendants’ knowledge. Anything that Chase purportedly  
10 should have detected through a BSA compliance program is irrelevant. Even if there  
11 had been a failure with respect to a bank’s BSA compliance, courts have squarely  
12 held that such a failure would not be evidence of actual knowledge. *El Camino*, 722  
13 F. Supp. 2d at 923-24; *see also Minotto v. Van Cott*, No. 1 CA-CV 15-0159, 2016 WL  
14 3030129, at \*4 (App. May 26, 2016) (dismissing aiding and abetting claim where  
15 allegations that defendant “*should* have known” did not plead “a level of knowledge  
16 sufficient to satisfy the elements of aiding and abetting tortious conduct”).

17 In the Receiver’s Ninth Supplemental Disclosure, he argued that Chase was  
18 willfully blind to Menaged’s fraud. The Ninth Supplemental Disclosure statement  
19 does not contain any factual detail or description of how any specific Chase employee  
20 was willfully blind to any specific act by Menaged. Rather, the Receiver asserts  
21 only—in purely conclusory fashion—that “by failing to maintain adequate anti-  
22 money laundering practices, [Chase] took deliberate actions to avoid detecting any  
23 fraud that may have been occurring at their branches.” But—as detailed directly  
24 above, such an assertion does not support the Receiver’s claim as a matter of law  
25 because any AML/BSA obligations owed by Chase run only to the government and  
26 not to third parties.

27 And, as a matter of fact, Plaintiff’s assertion is not supported by the record.  
28 The evidence shows that Menaged’s account activity was reviewed by numerous



analysts and investigators over more than a yearlong period while Menaged banked at Chase. The record further reflects that AML Investigation Unit analysts escalated alerts and referrals concerning Menaged's account for further review by AML Investigations Unit investigators numerous times. In each instance, the determinations reached by the AML Investigations Unit investigators—as expressly set forth in records produced to the Receiver in this action—state that the investigators concluded that Menaged's transaction activity appeared legitimate. As this detailed factual record makes clear, no employee had actual knowledge or awareness of Menaged's fraudulent conduct; rather the transaction activity was reviewed and time and again appeared to investigators to be legitimate business activity.

*iv. The Chase Defendants did not substantially assist Menaged's alleged fraud.*

In Arizona, the processing of banking transactions does not constitute substantial assistance of fraud unless the alleged assistance was accompanied by an extraordinary economic motivation. Chase collected only ordinary banking fees in connection with Menaged's account, and the named individuals (the Nelsons and Dadlanis) had absolutely no extraordinary economic motivation to assist Menaged. Samantha Nelson and Vikram Dadlani are salaried employees whose only economic motivation was the paycheck they received from Chase.

*v. There is no basis for the imposition of joint and several liability*

In the Receiver's Ninth Supplemental Disclosure Statement, he argues that Chase is jointly and severally liable with Menaged. To suit his own position, however, the Receiver has omitted material portions of A.R.S. § 12-2506, which plainly demonstrate that joint and several liability is not appropriate in this case.

Arizona has abolished joint and several liability in most cases. *See* A.R.S. § 12-2506 (entitled "Joint and several liability abolished"). Under this statute, joint and several liability is still applicable only in cases where "[b]oth the party and the

1 other person were acting in concert.” *Id.* at § 12-2506(D)(1). The Receiver’s  
2 argument ignores that the statute explicitly defines “acting in concert” and, instead,  
3 attempts to concoct his own definition. Specifically, A.R.S. § 12-2506(F) defines  
4 “Acting in concert” as:

5 [E]ntering into a conscious agreement to pursue a common plan or  
6 design to commit an intentional tort and actively taking part in that  
7 intentional tort. Acting in concert does not apply to any person whose  
8 conduct was negligent in any of its degrees rather than intentional. A  
9 person's conduct that provides substantial assistance to one  
committing an intentional tort does not constitute acting in concert if  
the person has not consciously agreed with the other to commit the  
intentional tort.

10 *Id.* at § 12-2506(F)(1) (emphasis added).

11 As this definition shows, the Receiver’s attempt to equate “aiding and  
12 abetting” to “acting in concert” is contrary to the plain language of the statute and  
13 must be rejected. *See id.* (“A person's conduct that provides substantial assistance  
14 to one committing an intentional tort does not constitute acting in concert if the  
15 person has not consciously agreed with the other to commit the intentional tort.”)  
16 (emphasis added). Indeed, this argument runs contrary to the express (albeit  
17 mistaken) allegations in the Receiver’s Third Amended Complaint, which assert  
18 that Chase aided and abetted Menaged by providing substantial assistance to his  
19 fraud.

20 Moreover, even if this principle could apply here, there is simply no evidence  
21 that Chase—or any Chase employee acted in concert with Menaged. To meet this  
22 standard “requires a greater showing that the parties entered into a conscious  
23 agreement.” *FireClean LLC v. Tuohy*, No. CV-16-00604, 2018 WL 1811712, at \*10  
24 (D. Ariz. Apr. 17, 2018) (emphasis added). This is even a more stringent standard  
25 than that for aiding and abetting, as the Receiver must show that Chase “knowingly  
26 agre[ed] to commit the intentional tort,” *Mein ex rel. Mein v. Cook*, 193 P.3d 790,  
27 793 (Ct. App. Ariz. 2008). A showing “that the parties agree[d] to commit specific  
28 conduct that does not constitute a tort” is insufficient. *Id.* at 795. The mere fact that

1 harm occurred does not transform conduct into a tort. *Id.*

2 The Receiver's Supplemental Disclosure Statement fails to identify any  
3 evidence demonstrating that Chase knowingly agreed to commit fraud. Further, the  
4 Complaint does not contain any allegation that Chase knowingly agreed to do  
5 anything that constitutes a tort. *See* FAC ¶¶ 172-221. As Chase did not knowingly  
6 agree to commit fraud, joint and several liability is inapplicable.

7 The Receiver must also show that Chase actively participated in the tort. *See*  
8 *Dominguez v. Shaw*, No. CV 10-01173, 2011 WL 6297971, at \*6 (D. Ariz. Dec. 16,  
9 2011) (concluding joint and several liability not applicable under Arizona law where  
10 defendant did not make physical contact with plaintiff and, thus, did not participate  
11 in the assault and battery). Arguments that Chase failed to intervene to prevent the  
12 fraud must be rejected, as that does not constitute participation in the underlying  
13 tort. *See id.* ("And we do not agree that a failure to intervene in this case constitutes  
14 active participation.")

15 There is no evidence that Chase actively participated in the tort, as it did not,  
16 for example, make any representation to, or have any communication whatsoever  
17 with, DenSco. Further, the Receiver's First Supplemental Disclosure Statement  
18 concedes that it was Menaged alone who participated in the conduct necessary to  
19 satisfy the elements of fraud, and asserts—once again mistakenly— that Chase  
20 merely "substantially assisted or encouraged Menaged in his fraud against DenSco."  
21 Receiver's 1st Supp. Disclosure Statement, pp. 18-19. This alone is insufficient to  
22 warrant joint and several liability. *See* A.R.S. § 12-2506(F)(1).

23 **D. Facts Supporting DenSco's Inability to Satisfy the Elements of the**  
24 **Racketeering Claims against Nelson and Dadlani**

25 DenSco is unable to establish the elements necessary to prevail on the racketeering  
26 claims against Defendants Nelson and Dadlani. The record established in this case already  
27 demonstrates that DenSco is unable to prove that Nelson or Dadlani "authorized, ratified,  
28 and recklessly tolerated" Menaged and Castro's conduct. As explained in the previous

1 section discussing the facts underlying the aiding-and-abetting fraud claims, Defendants  
2 Dadlani and Nelson have confirmed in sworn deposition testimony that they had no  
3 knowledge whatsoever of misconduct on Menaged’s part. Under Arizona law, they  
4 cannot ratify or recklessly tolerate wrongdoing of which they had no knowledge or  
5 awareness. The Receiver cannot prove the elements of this claim.

### 6 **E. Facts Supporting the Chase Defendants’ Affirmative Defenses**

7 In their Answers to the Third Amended Complaint, the Chase Defendants  
8 identified thirteen affirmative defenses, two of which are the standing and statutes of  
9 limitations defenses described above. Many of the defenses—including laches, waiver,  
10 acquiescence, estoppel, unclean hands, *in pari delicto*, comparative fault, assumption of  
11 risk, and fraud—rely, at least in part, on facts articulated above. Certain other defenses—  
12 including those predicated on issue and claim preclusion and admissions made by the  
13 Receiver in other court filings—rely, at least in part, on legal documents and court filings  
14 in *Peter S. Davis, as Receiver for DenSco Inv. Corp. v. Clark Hill PLC*, Case No. 2017-  
15 013832 (“*Clark Hill Action*”).

## 16 **II. LEGAL BASES OF THE CHASE DEFENDANTS’ DEFENSES**

### 17 **A. Under Advisement Ruling, September 10, 2021**

18 On September 10, 2021, the Court in this matter issued its Under Advisement  
19 Ruling on Defendants’ April 7, 2021, Motion to Dismiss (“MTD Ruling”). The MTD  
20 Ruling granted in part and denied in part the Defendants’ Motion to Dismiss. Specifically,  
21 the Court dismissed the following counts in their entirety: Count Three (Aiding and  
22 Abetting Conversion: US Bank and Chavez), Count Four (Aiding and Abetting  
23 Conversion: Chase, Nelson and Dadlani), Count Five (Aiding and Abetting Breach of  
24 Fiduciary Duty: US Bank and Chavez), Count Six (Aiding and Abetting Breach of  
25 Fiduciary Duty: Chase, Nelson and Dadlani). The Court also dismissed Counts Seven and  
26 Eight (Civil Racketeering) as to U.S. Bank and Chase, respectively. As such, DenSco’s  
27 only remaining claims are as follows:

- 28 • Count One (Aiding and Abetting Fraud: US Bank; Chavez)

- Count Two (Aiding and Abetting Fraud: Chase, Nelson and Dadlani)
- Count Seven (Civil Racketeering: Chavez)
- Count Eight (Civil Racketeering: Nelson and Dadlani)

## **B. Lack of Standing**

A receiver stands in the shoes of a corporate entity and is only authorized to bring claims that would otherwise belong to that entity. The Receiver does not stand in the shoes of individual investors that invested in the entity, and consequently lacks standing to prosecute claims that belong to those investors. *See, e.g., Managers Ass’n v. Kennesaw Life & Accident Ins. Co.*, 809 F.2d 617, 622 (9th Cir. 1986) (where a receiver represents a company and its affiliates, but not the company’s beneficiaries, the receiver lacks standing to assert state law fraud claims that lie with the third-party beneficiaries). In the case of a Ponzi scheme, where an entity in receivership was used in service of the scheme, it is the investors, and not the entity, that suffered injury as a result of the scheme. Thus, a third-party tort claim predicated on fraud necessarily arises from damages to the investors, not the receiver, depriving the receiver of standing. *See, e.g., Isaiah v. JPMorgan Chase Bank*, 960 F.3d 1296, 1307 (11th Cir. 2020). (“the Ponzi schemers’ torts cannot properly be separated from the Receivership Entities, and the Receivership Entities cannot be said to have suffered any injury from the Ponzi scheme that the Entities themselves perpetrated”).

## **C. Statute of Limitations**

Arizona has a three-year statute of limitations for fraud. Ariz. Rev. Stat. § 12-543(3). That same period applies to aiding and abetting fraud claims. Here, DenSco’s allegations demonstrate it was on notice of the fraud for at least three-plus years before it filed suit against Chase. More specifically, its allegations show that a fraudster (Menaged) was committing real estate loan fraud on the lender (DenSco), and midway through the process, after his conduct was revealed to DenSco, Menaged made further false promises while continuing the real estate loan fraud scheme and causing DenSco additional losses. Also, DenSco admits in its allegations that it knew Menaged was defrauding it when

1 Menaged began the banking relationship with Chase commenced in April 2014. Since  
2 this suit was not commenced until more than five years later in August 2019, the claim  
3 against Chase is forever time-barred. As stated in the Court’s MTD Ruling, “[t]he  
4 Receiver is bound by the factual admissions in his pleadings.” Under Advisement Ruling,  
5 Sept. 12, 2021, at 10, n.2 (citing *Brenteson Wholesale, Inc. v. Arizona Pub. Serv. Co.*,  
6 166 Ariz. 519, 522, 803 P.2d 930, 933 (Ct. App. 1990)); *Black v. Perkins*, 163 Ariz. 292,  
7 293, 787 P.2d 1088, 1089 (Ct. App. 1989)).

8 DenSco also concedes that it was on inquiry notice of the alleged fraud as of April  
9 2014, and actually investigated the fraud in June 2014. As reflected in the table above,  
10 DenSco knew enough about Menaged’s fraud in June 2014—a mere two months after he  
11 began banking at Chase—that DenSco’s sole employee/representative attended an  
12 auction incognito because of concern that Menaged was not really using DenSco funds to  
13 buy homes. Thus, DenSco, a sophisticated business and real estate lender, was not only  
14 on inquiry notice in April 2014, but actually did inquire, and knew or certainly should  
15 have known of the fraud long before the Receiver was appointed—and more than five  
16 years before this litigation was commenced. *See, e.g., Stulce v. Salt River Project Agric.*  
17 *Improvement & Power Dist.*, 197 Ariz. 87, 90 ¶ 10, 3 P.3d 1007, 1010 (App. 1999) (under  
18 Arizona’s “discovery rule,” a cause of action accrues when a plaintiff discovers or  
19 “reasonably should have discovered” defendant’s injury-causing misconduct).

20 Finally, DenSco cannot rely on the doctrine of adverse domination to save its stale  
21 claim. The adverse domination doctrine is not applicable when a sole actor runs the  
22 company alleged to have engaged in misconduct. Indeed, adverse domination is subject  
23 to a basic exception—the widely-adopted “sole actor” rule, recognized in Arizona for  
24 over 50 years—whereby the agent’s knowledge (Chittick’s) is attributed to the principal  
25 (DenSco) when the agent, “although engaged in perpetrating [fraud] on his own account,  
26 is the sole representative of the principal.” *Pearll v. Selective Life Ins. Co.*, 444 P.2d 443,  
27 445 (1968) (internal citation and quotations omitted). Where an entity is controlled by a  
28 sole actor, that period does not toll, but instead accrues at the time the sole actor discovers

1 the misconduct giving rise to the claim, as the sole actor’s knowledge is imputed to the  
2 entity under the sole actor rule. *See, e.g., In re Mediators, Inc.*, 105 F.3d 822, 827 (2d Cir.  
3 1997) (sole actor rule “imputes the agent’s knowledge to the principal” when “the  
4 principal and agent are one and the same”); *In re Nat’l Century Fin. Enters.*, 783 F. Supp.  
5 2d 1003, 1016 (S.D. Ohio 2011) (“[u]nder the sole actor rule, an agent’s wrongdoing is  
6 directly attributed to the principal if he so dominated and controlled the principal that it  
7 had no separate mind, will or existence of its own,” and “the principal and agent are one  
8 and the same”).

9 **D. DenSco’s Inability to Satisfy the Elements of its Claim for Aiding and**  
10 **Abetting Fraud**

11 *i. No actionable underlying tort.*

12 In Arizona, an actionable fraud only exists where the party alleging fraud actually  
13 and justifiably relies on the misrepresentations at hand. Reliance, in turn, is not justifiable  
14 where the allegedly defrauded party could have or should have ascertained the falsity of  
15 those representations. Specifically, a party in Arizona is not entitled to a verdict on a fraud  
16 if by an ordinary degree of caution the party complaining could have ascertained the  
17 falsity of the representations complained of. *See Stanley Fruit Co. v. Ellery*, 42 Ariz. 74,  
18 78, 22 P.2d 672, 674 (Ariz. 1933) (“a party is not entitled to a verdict [on a fraud] if by  
19 an ordinary degree of caution the party complaining could have ascertained the falsity of  
20 the representations complained of”).

21 *ii. The Chase Defendants lack knowledge of Menaged’s alleged*  
22 *fraud.*

23 In Arizona, aiding and abetting liability only lies where a defendant actually knows  
24 that the conduct they are allegedly aiding and abetting is, in fact, a tort. Mere knowledge  
25 of suspicious activity is not enough, nor is the processing of transactions in an account  
26 that, in retrospect, appear unusual, unprecedented, and unexplained. *See, e.g., Stern*  
27 *v. Charles Schwab & Co., Inc.*, No. CV-09-1229, 2010 WL 1250732, at \*8 (D. Ariz.  
28 Mar. 24, 2010) (“mere knowledge of suspicious activity is not enough”). In other words,  
it is not enough that a defendant should have known something was amiss or known even

1 of the alleged fraud. The defendant must have been actually aware that the fraudster did  
2 or would in fact perpetrate the specific fraud at issue.

3 Further, **and contrary to the Receiver’s assertions in the Ninth Supplemental**  
4 **Disclosure Statement**, there is no Arizona caselaw allowing a court to impute knowledge  
5 in aiding-and-abetting claims under a willful blindness theory. **And, as the Court held**  
6 **in its August 10, 2022 Order, any discovery concerning DPAs and Consent Orders**  
7 **exceeds the scope of permissible discovery in this case, as such topics have no bearing**  
8 **on the claims at issue.**

9 **And, to the extent the Receiver attempts to invoke a “conscious avoidance”**  
10 **theory, there is simply no basis to support such an argument. As this Court’s August**  
11 **10, 2022 Order stated, conscious avoidance occurs where “it can almost be said that**  
12 **the defendant actually knew because he or she suspected a fact and realized its**  
13 **probability, but refrained from confirming it in order later to be able to deny**  
14 **knowledge.” (Order at p. 4; citations omitted). The Court’s Order further noted that**  
15 **to establish “conscious avoidance” there must be evidence of “deliberate action” by**  
16 **bank employees to avoid knowledge. Here, the record the simply cannot support**  
17 **such a showing. Samantha Nelson testified that she had no knowledge or awareness**  
18 **of any fraud by Menaged. (Nelson Dep. Tr. p., 241:1-9) (“He came into the branch,**  
19 **needed cashier’s checks and would redeposit them. That’s all I can really**  
20 **remember.”).<sup>2</sup> Similarly, Vikram Dadlani testified that he did not have any**  
21 **knowledge or awareness of any fraud by Menaged. Specifically, Dadlani testified**  
22 **that he was not involved in preparing withdrawal slips or cashier’s checks for**  
23 **Menaged, was not aware Chase allegedly prepared withdrawal slips, cashier’s**  
24 **checks and deposit slips for Menaged before he arrived at the branch, was not aware**  
25 **of any gambling by Menaged; and was not aware that Menaged was receiving wires**

26 <sup>2</sup> In the Receiver’s Twelfth and Thirteenth Supplemental Disclosure Statements, he  
27 makes certain assertions regarding purportedly “forged” cashier’s checks. The  
28 Receiver, however, admitted in his deposition testimony that Menaged falsified these  
items on his own. (See Receiver Dep. Tr. pp. 92:4-94:1) (“I deemed it to be a fake  
document, a manipulated cashier’s check using some electronic software”).



1 from DenSco and sending wires to DenSco. (Dadlani Dep. Tr., pp. 33:2-14; 91:5-10;  
2 109:4-13). Menaged testified that he never told anyone he was engaged in fraud.  
3 (Menaged Dep. Tr., pp. 189:1-8; 206:11-19; 213:8-16). In short, there is no evidence  
4 that the branch employees named as defendants in this lawsuit had any actual  
5 knowledge or awareness of Menaged's fraud, let alone evidence establishing that  
6 either of them took deliberate action to consciously avoid knowledge that Menaged  
7 was acting with a fraudulent purpose.

8 Finally, as detailed above, the AML Investigations Unit investigators and  
9 analysts reviewed the Menaged account on numerous occasions as part of their  
10 routine job duties. There is no evidence that they had knowledge or aware of a fraud  
11 by Menaged, nor is there any evidence whatsoever that any investigator or analyst  
12 took deliberate action to consciously avoid knowledge that Menaged was acting with  
13 a fraudulent purpose.

14 *iii. There is no support for the Receiver's "Collective Action" theory.*

15 In the Receiver's Seventeenth Disclosure Statement, he argued that he can  
16 show that Chase had actual knowledge of Menaged's fraud "by adding up the  
17 knowledge of [the] bank's employees and imputing it to [the] corporation, because  
18 the collective knowledge doctrine applies." The Receiver further argued that this is  
19 supported by the Restatement (Third) of Agency. The Receiver's position is baseless  
20 for numerous reasons.

21 First, Arizona has never adopted the Restatement (Third) of Agency. The case  
22 that the Receiver cites for this proposition actually refers to the Restatements of  
23 Torts (Second).

24 Second, Arizona has never applied the collective knowledge doctrine in the  
25 context of an aiding/abetting fraud claim against any corporate defendant. This  
26 doctrine is only applied by Arizona courts in the context of determining whether  
27 collectively, the knowledge possessed by arresting police officers show reasonable  
28 suspicion of criminal activity. *See, e.g., State v. Richards*, 110 Ariz. 290 (Ariz. 1974).

1           Third, the Receiver is mistaken in asserting that the collective knowledge  
2 doctrine is applied “expansively” in other jurisdictions. While any such extra-  
3 judicial cases are not binding on the Court here, the majority of such authority is—  
4 once again—directed towards the context of collective police officer knowledge when  
5 making probable cause arrests. In fact, courts within the Ninth Circuit have refused  
6 to adopt an expansive view of the collective knowledge doctrine “to guard against a  
7 court-led expansion of criminal and civil liability.” *See Ginena v. Alaska Airlines,*  
8 *Inc.*, 2013 WL 3155306 (D. Nev. June 27, 2013).

9           Finally, and as set forth above, there is knowledge of any fraudulent conduct  
10 on the part of any Chase employee that could possibly be imputed to Chase here. In  
11 sum, the Receiver’s collective knowledge theory fails as a matter of law and fact.

12                           iv.     *The Chase Defendants did not substantially assist Menaged’s*  
13                                     *alleged fraud.*

14           In Arizona, the processing of “ordinary course transactions” only “constitute  
15 substantial assistance under some circumstances, such as where there is an extraordinary  
16 economic motivation to aid in the fraud.” *Wells Fargo Bank v. Ariz. Laborers, Teamsters,*  
17 *& Cement Masons Local No. 395 Pension Tr. Fund*, 201 Ariz. 474, 489 ¶ 48, 38 P.3d 12,  
18 27 (2002). Such motivation requires more than the existence of ordinary account fees and  
19 credit interest. *See, e.g., Stern v. Charles Schwab & Co., Inc.*, No. CV-09-1229, 2009 WL  
20 3352408, at \*8 (D. Ariz. Oct. 16, 2009) (holding that a bank’s collection of ordinary  
21 banking fees does not create a circumstance of “extraordinary economic motivation” such  
22 that processing ordinary bank transactions morphs into substantial assistance). Merely  
23 permitting a customer to open and continue maintaining an account with transactions in  
24 the millions of dollars is not enough to establish an extraordinary economic motivation

25                           E.     **Nelson and Dadlani Are Not Liable for Civil Racketeering Under**  
26                                     **A.R.S. § 13-2300, et seq.**

27           To prevail on its racketeering claims against Nelson and Dadlani, Plaintiff must  
28 prove the following:

- 1           1. That Menaged engaged in a pattern of racketeering activity for the purpose
- 2           of financial gain;
- 3           2. That Menaged’s racketeering acts are punishable by more than a year in
- 4           prison;
- 5           3. That Menaged’s pattern of unlawful activity caused DenSco’s damages;
- 6           4. That DenSco’s damages were a reasonably foreseeable result of Menaged’s
- 7           pattern of unlawful activity; and
- 8           5. That Nelson and Dadlani “authorized, requested, commanded, ratified or
- 9           recklessly tolerated” Menaged’s unlawful conduct.

10       *See* A.R.S. §§ 13-2301(D)(4)(b); 13-2314.04(A), (L), (T); *Hannosh v. Segal*, 235 Ariz.

11       108, 111, ¶ 7 (Ct. App. 2014).

12                     *i.       Nelson and Dadlani Did Not Authorize, Ratify or Recklessly*

13                     *Tolerate Menaged’s Unlawful Conduct.*

14           The standard for proving vicarious liability under Arizona’s racketeering statute

15       requires actual knowledge of or conscious disregard for Menaged’s pattern of

16       racketeering. The terms “ratified” and “recklessly tolerated” “both ... call for a

17       construction that imputes knowledge or conscious awareness. That is, one who ratifies or

18       recklessly tolerates the conduct of another must necessarily have knowledge or conscious

19       awareness that the conduct is of a criminal nature in order to be found liable.” *Digital Sys.*

20       *Eng’g, Inc. v. Bruce-Moreno*, No. 1 CA-CV 09-0574, 2010 WL 5030808, at \*6 (Ariz. Ct.

21       App. Nov. 16, 2010). Thus, the Receiver’s racketeering claims against Nelson and

22       Dadlani fail for the same reasons its aiding-and-abetting claims fail: Neither Nelson nor

23       Dadlani had actual knowledge or awareness of Menaged’s allegedly wrongful conduct.

24                     **F.       Other Defenses**

25           The Chase Defendants assert that DenSco’s claims are barred, may be barred, or

26       reduced by other matters constituting a defense or affirmative defense as set forth in

27       Arizona Rule of Civil Procedure 8 and Arizona’s common law, and as may be determined

28       to exist through discovery. Those defenses include laches, waiver, acquiescence, estoppel,

unclean hands, *in pari delicto*, comparative fault, assumption of risk, fraud, admission, and issue and claim preclusion.

The Chase Defendants have not yet identified all the legal defenses that they may have to DenSco's claims and reserve the right to supplement this disclosure.

**III. THE NAME, ADDRESS, AND TELEPHONE NUMBER OF EACH WITNESS THE CHASE DEFENDANTS EXPECT TO CALL AT TRIAL, WITH DESIGNATION OF THE SUBJECT MATTER ABOUT WHICH EACH WITNESS MIGHT BE CALLED TO TESTIFY**

The Chase Defendants anticipate that their trial witnesses will include the following:

**A. Chase Bank Current and Former Employees**

1. Representative of JPMorgan Chase Bank, N.A.  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

The Chase Defendants anticipate that a representative of Chase will be called to testify regarding the facts and circumstances surrounding DenSco's allegations, the damages alleged, and the Chase Defendants' defenses, and/or to the topics/issues covered in any properly noticed and appropriate Rule 30(b)(6) deposition.

2. Vikram Dadlani  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

Vikram Dadlani is a Defendant in this action. The Chase Defendants anticipate that he will testify regarding the facts and circumstances surrounding DenSco's allegations and Vikram and Jane Doe Dadlani's defenses.

3. Samantha Nelson  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP

2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

Samantha Nelson is a Defendant in this action. The Chase Defendants anticipate that she will testify regarding the facts and circumstances surrounding DenSco's allegations and Samantha and Kristofer Nelson's defenses.

4. Peter S. Davis  
c/o Plaintiff's counsel

Mr. Davis is the receiver appointed for DenSco and acts on DenSco's behalf and in DenSco's stead as the Plaintiff in this action. The Chase Defendants anticipate that Mr. Davis will testify regarding the facts and circumstances surrounding Plaintiffs' allegations, his lack of personal knowledge thereof, and alleged damages.

5. Susan Lazar  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

Ms. Lazar is a former Chase employee. The Chase Defendants anticipate that she will testify regarding the facts and circumstances surrounding DenSco's allegations and the Chase Defendants' defenses.

6. Denise Youngs  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

The Chase Defendants anticipate that Ms. Youngs will testify regarding Chase policies and procedures related to the opening of business banking accounts.

7. Kristin Johnson  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

(602) 445-8000

The Chase Defendants anticipate that Ms. Johnson will testify regarding Chase policies and procedures related to issuing and redepositing cashier's checks and submission of Unusual Activity Reports by branch employees.

8. Jon Riederer  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

The Chase Defendants anticipate that Mr. Riederer will testify regarding Chase policies and procedures related to creating and maintaining Know-Your-Customer account profiles.

9. Scott Hitt  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016  
(602) 445-8000

The Chase Defendants anticipate that Mr. Hitt will testify regarding the non-privileged aspects of the review of AZHF's account records.

**B. U.S. Bank Defendants and Current and Former Employees**

10. Corporate Representative of US Bank  
c/o Gregory J. Marshall  
Snell & Wilmer L.L.P.  
One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, Arizona 85004-2202

The Chase Defendants anticipate that a representative of U.S. Bank may be called to testify regarding the facts and circumstances surrounding DenSco's allegations, the damages alleged, and the applicable defenses to U.S. Bank.

11. Hilda Chavez  
c/o Gregory J. Marshall  
Snell & Wilmer L.L.P.

One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, Arizona 85004-2202

Hilda Chavez is a Defendant in this action and a current employee of Defendant US Bank. The Chase Defendants anticipate that she may testify regarding the facts and circumstances surrounding DenSco's allegations, her interactions with Menaged and Castro during their visits to the U.S. Bank branch location, and U.S. Bank's policies and banking practices as relevant to this matter.

12. Tatjana Sulaver  
c/o Gregory J. Marshall  
Snell & Wilmer L.L.P.  
One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, Arizona 85004-2202

Tatjana Sulaver is a former employee of Defendant U.S. Bank. The Chase Defendants expect that Ms. Sulaver may testify regarding the allegations in the Third Amended Complaint and U.S. Bank's policies and banking practices as relevant to this matter.

13. Leslie Rocha  
c/o Gregory J. Marshall  
Snell & Wilmer L.L.P.  
One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, Arizona 85004-2202

Leslie Rocha is a current or former employee of Defendant U.S. Bank. The Chase Defendants expect that Ms. Rocha may testify regarding the allegations in the Third Amended Complaint and U.S. Bank's policies and banking practices as relevant to this matter.

**C. Bank of America Employees and Related Parties**

14. Karin Kunik  
c/o James B. Ball  
Ball, Santin & McLeran, PLC  
2999 North 44<sup>th</sup> Street, Suite 500  
Phoenix, Arizona 85018

(602) 840-1400  
Email: Ball@bsmplc.com

Karin Kunik is a current or former employee of Bank of America. The Chase Defendants anticipate that Ms. Kunik may be called to testify regarding the facts and circumstances surrounding DenSco's allegations and Menaged's banking relationship with Bank of America.

15. Kenneth Harvey  
c/o James B. Ball  
Ball, Santin & McLeran, PLC  
2999 North 44<sup>th</sup> Street, Suite 500  
Phoenix, Arizona 85018  
(602) 840-1400  
Email: Ball@bsmplc.com

Kenneth Harvey is a current or former employee of Bank of America. The Chase Defendants anticipate that Mr. Harvey may be called to testify regarding the facts and circumstances surrounding DenSco's allegations and Menaged's banking relationship with Bank of America.

16. Corporate Representative of Bank of America  
c/o James B. Ball  
Ball, Santin & McLeran, PLC  
2999 North 44<sup>th</sup> Street, Suite 500  
Phoenix, Arizona 85018  
(602) 840-1400  
Email: Ball@bsmplc.com

The Chase Defendants anticipate that a representative of Bank of America may be called to testify regarding the facts and circumstances surrounding DenSco's allegations and Menaged's banking relationship with Bank of America.

**D. DenSco Investor Representatives**

17. DenSco Investors  
(specific contact information to be supplemented)

Chase anticipates calling one or more DenSco Investors (otherwise listed in numbers 8 to 131 in Section IV(B) below) to testify. It is anticipated that the DenSco Investors will testify that they did not have knowledge of Menaged's fraud, that



1 knowledge of the fraud and the concentration of loans to Menaged would have been  
2 material to their investment decisions, that they would have not invested with DenSco  
3 had Mr. Chittick disclosed the fraud, and that Mr. Chittick withheld material information  
4 from them resulting in financial loss.

5 **E. DenSco Borrower Representatives**

6 18. DenSco Borrowers  
7 (specific contact information to be supplemented)

8 Chase anticipates calling one or more DenSco Borrowers (otherwise listed in  
9 numbers 117 to 123 in Section IV(C) below) to testify. It is anticipated that the DenSco  
10 Borrowers will testify regarding DenSco's lending practices, business practices, and  
11 DenSco's and Mr. Chittick's relationship with Menaged.

12 **F. Potential Rebuttal Witnesses**

13 The following witnesses may be called regarding certain subject matters that the  
14 Chase Defendants contend are irrelevant, overly broad, unduly burdensome, privileged  
15 and/or not proportional to the needs of this case. In the event, however, that the objected-  
16 to subject matters are introduced at trial over the Chase Defendants' objections, the  
17 Chase Defendants may introduce the following witnesses in rebuttal. Listing of these  
18 witnesses is not intended, and should not be construed, as a waiver of any objections that  
19 the Chase Defendants may raise prior to, or at trial. The Chase Defendants expressly  
20 reserve, and do not waive, any and all objections to discovery and admissibility on the  
21 following topics: (1) Chase policies and procedures regarding Bank Secrecy Act and  
22 PATRIOT Act compliance; (2) Chase policies and procedures related to investigations  
23 into reports and alerts of suspicious customer activity; (3) Chase investigations into  
24 reports and alerts of suspicious activity by Menaged or Arizona Home Foreclosures,  
25 LLC; (4) Chase policies and procedures regarding executing teller and banker  
26 transactions, as well as all objections set forth in Chase's responses to the Receiver's  
27 discovery requests to date.

28 19. Witnesses disclosed in future discovery, without waiver of objection.

1           20.   Witnesses necessary to lay the foundation of exhibits.

2           21.   Witnesses properly listed by any other party in this matter, without waiver  
3 of objection.

4           22.   Any necessary rebuttal or impeachment witnesses, fact and expert.

5           The Chase Defendants reserve the right to supplement this disclosure as  
6 appropriate.

7 **IV.   THE NAME AND ADDRESS OF ANY PERSON THE CHASE**  
8 **DEFENDANTS BELIEVE MAY HAVE KNOWLEDGE RELEVANT TO**  
9 **THE EVENTS, TRANSACTIONS, OR OCCURRENCES THAT**  
10 **ALLEGEDLY GAVE RISE TO THIS ACTION, AND A DESCRIPTION OF**  
11 **THE NATURE OF THE KNOWLEDGE OR INFORMATION EACH SUCH**  
12 **PERSON IS BELIEVED TO POSSESS**

13           The Chase Defendants have not yet identified all of the witnesses with relevant  
14 knowledge of the events, transactions, or occurrences that gave rise to this action, but they  
15 anticipate that all witnesses listed above in § III have relevant knowledge, with the  
16 exception of the individuals identified in § III(D), to which Chase does not concede any  
17 relevance whatsoever. With respect to any other persons, the Chase Defendants identify  
18 the following:

19 **A.   Persons Affiliated with Densco**

- 20           1.   Shawna Chittick Heuer  
21                c/o James Polese, Gammage & Burnham, PLC  
22                Two N. Central Avenue, 15th Floor  
23                Phoenix, AZ 85004  
24                (602) 256-0566

25           Mrs. Heuer is Mr. Chittick's sister and it is believed that she would testify in  
26 accordance with her deposition taken in the *Clark Hill* Action. The Chase Defendants  
27 believe she possesses information about the facts and circumstances surrounding  
28 DenSco's knowledge of Menaged's activities.

- 29           2.   Kurt Johnson  
30                3317 E. Bell Road, Suite 101-265  
31                Phoenix, AZ 85032  
32                (602) 505-8117

1 Mr. Johnson is an attorney who provided certain legal services to DenSco and is  
2 believed to have knowledge of those services.

3 3. Robert Koehler  
4 c/o James Polese, Gammage & Burnham, PLC,  
5 Two N. Central Avenue, 15th Floor,  
6 Phoenix, AZ 85004  
(480) 945-2799

7 Mr. Koehler was designated by Mr. Chittick and entered into a written agreement  
8 with Mr. Chittick pursuant to which he was a signatory on DenSco's bank account, was  
9 to have received on a weekly basis updates on properties, and a spreadsheet on investor  
10 information on a monthly basis. Mr. Koehler was also an investor in DenSco. After  
11 Mr. Chittick's death and at the request of Ms. Heuer, Mr. Koehler conducted a  
12 preliminary analysis of DenSco's loan portfolio. He is believed to have knowledge of  
13 DenSco's business operations, books and records, and written communications he  
14 received from Mr. Chittick at or around the time of his death.

15 4. David Preston  
16 Preston CPA, P.C.  
17 1949 E. Broadway Road, Ste. 101  
Tempe, AZ 85282  
(480) 820-4419

18 Mr. Preston is a Certified Public Accountant and an investor in DenSco. The  
19 Chase Defendants believe Mr. Preston possesses information about the facts and  
20 circumstances surrounding DenSco's lending practices, the professional services he  
21 provided to DenSco, the professional services provided by Clark Hill and David  
22 Beauchamp, and his investment in DenSco. It is also believed that he would testify in  
23 accordance with his deposition taken in the *Clark Hill* Action.

24 5. Yomtov "Scott" Menaged  
25 FCI Safford  
26 1529 West Highway 366  
Safford, Arizona 85546

27 Mr. Menaged is the alleged fraudster at the heart of DenSco's case. The Chase  
28

1 Defendants believe he possesses information about the facts and circumstances  
2 surrounding DenSco's claims.

- 3 6. Veronica Castro  
4 Current address unknown

5 Veronica Castro allegedly participated in the commission of Menaged's alleged  
6 fraud. The Chase Defendants believe she possesses information about the facts and  
7 circumstances surrounding DenSco's allegations.

- 8 7. David Beauchamp  
9 Clark Hill PLC  
10 14850 N. Scottsdale Road, Suite 500  
11 Scottsdale, Arizona 85254

12 David Beauchamp served as DenSco's lawyer. The Chase Defendants believe he  
13 possesses information about the facts and circumstances surrounding DenSco's  
14 knowledge of Menaged's activities.

15 **B. DenSco Investors**

- 16 8. William and Helene Alber  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 Mr. and Mrs. Alber are believed to have knowledge of their communication with  
22 Mr. Chittick, investments in DenSco through the Alber Family Trust, and their  
23 communications with Mr. Beauchamp after Mr. Chittick's death.

- 24 9. Angels Investments, LLC  
25 c/o Yusuf Yildiz  
26 [REDACTED]  
27 [REDACTED]

28 Mr. Yildiz is believed to have knowledge of his communications with Mr. Chittick,  
the company's investments in DenSco, and his communications with Mr. Beauchamp  
after Mr. Chittick's death.

10. BLL Capital, LLC  
c/o Barry Luchtel

1 [REDACTED]  
2 [REDACTED]  
3 Mr. Luchtel is believed to have knowledge of his communications with  
4 Mr. Chittick, the company's investments in DenSco, and his communications with  
5 Mr. Beauchamp after Mr. Chittick's death.

6 11. Robert Brinkman  
7 [REDACTED]  
8

9 Mr. Brinkman is believed to have knowledge of his communications with  
10 Mr. Chittick, investments in DenSco individually and through the Brinkman Family  
11 Trust, and his communications with Mr. Beauchamp after Mr. Chittick's death.

12 12. Anthony Burdett  
13 [REDACTED]  
14

15 Mr. Burdett is believed to have knowledge of his communications with  
16 Mr. Chittick, investments in DenSco through his IRA, and his communications with  
17 Mr. Beauchamp after Mr. Chittick's death.

18 13. Craig and Tomie Brown  
19 [REDACTED]  
20 [REDACTED]  
21

22 Mr. and Mrs. Brown are believed to have knowledge of their communications with  
23 Mr. Chittick, their investments in DenSco individually and through their trust, and their  
24 communications with Mr. Beauchamp after Mr. Chittick's death.

25 14. Steven G. and Mary E. Bunger  
26 [REDACTED]  
27 [REDACTED]  
28

Mr. and Mrs. Bunger are believed to have knowledge of their communications

1 with Mr. Chittick, investments in DenSco through the Bunger Estate, and their  
2 communications with Mr. Beauchamp after Mr. Chittick's death.

3 15. Kennen Burkhardt

4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Mr. Burkhardt is believed to have knowledge of his communications with  
8 Mr. Chittick, investments in DenSco individually and through his IRA, and his  
9 communications with Mr. Beauchamp after Mr. Chittick's death.

10 16. Warren V. and Fay L. Bush

11 [REDACTED]  
12 [REDACTED]

13 Mr. and Mrs. Bush are believed to have knowledge of their communications with  
14 Mr. Chittick, their investments in DenSco, their involvement in the preparation of the  
15 2011 POM, and their communications with Mr. Beauchamp after Mr. Chittick's death.

16 17. Mary L. Butler

17 [REDACTED]  
18 [REDACTED]

19 Ms. Butler is believed to have knowledge of her communications with  
20 Mr. Chittick, her investments in DenSco through her IRA, and her communications with  
21 Mr. Beauchamp after Mr. Chittick's death.

22 18. Van H. Butler

23 [REDACTED]  
24 [REDACTED]

25 Mr. Butler is believed to have knowledge of his communications with Mr. Chittick,  
26 his investments in DenSco individually and through his IRA, and his communications  
27 with Mr. Beauchamp after Mr. Chittick's death.  
28

19. Thomas and Sara Byrne

[REDACTED]

Mr. and Mrs. Byrne are believed to have knowledge of their communications with Mr. Chittick, their investments in DenSco through their trust, and their communications with Mr. Beauchamp after Mr. Chittick's death.

20. Erin P. Carrick Trust  
c/o Gretchen P. Carrick

[REDACTED]

Ms. Carrick is believed to have knowledge of her communications with Mr. Chittick, her investments in DenSco through the Trust, and her communications with Mr. Beauchamp after Mr. Chittick's death.

21. Gretchen P. Carrick

[REDACTED]

Ms. Carrick is believed to have knowledge of her communications with Mr. Chittick, her investments in DenSco through her Trust, and her communications with Mr. Beauchamp after Mr. Chittick's death.

22. Averill Cate, Jr. and Mary Kris McIlwaine

[REDACTED]

Mr. Cate and Ms. McIlwaine are believed to have knowledge of their communications with Mr. Chittick, their investments in DenSco, and their communications with Mr. Beauchamp after Mr. Chittick's death.

23. Eileen and Herbert I. Cohen

1 [REDACTED]  
2 Mr. and Mrs. Cohen are believed to have knowledge of their communications with  
3 Mr. Chittick, their investments in DenSco, and their communications with  
4 Mr. Beauchamp after Mr. Chittick's death.

5 24. Dori Ann Davis  
6 [REDACTED]  
7 [REDACTED]

8 Ms. Davis is believed to have knowledge of her communications with Mr. Chittick,  
9 his investments in DenSco through his Trust, and his communications with  
10 Mr. Beauchamp after Mr. Chittick's death.

11 25. Glen P. Davis  
12 [REDACTED]  
13 [REDACTED]

14 Mr. Davis is believed to have knowledge of his communications with Mr. Chittick,  
15 his investments in DenSco through his IRA, and his communications with  
16 Mr. Beauchamp after Mr. Chittick's death.

17 26. Samantha Davis  
18 c/o Jack J. Davis  
19 [REDACTED]  
20 [REDACTED]

21 Ms. Davis is believed to have knowledge of her communications with Mr. Chittick,  
22 her investments in DenSco, and her communications with Mr. Beauchamp after  
23 Mr. Chittick's death.

24 27. Desert Classic Investments, LLC  
25 c/o Steven G. Bunger  
26 [REDACTED]  
27 [REDACTED]

28 Mr. Bunger is believed to have knowledge of his communications with  
29 Mr. Chittick, the company's investments in DenSco, and his communications with  
30 Mr. Beauchamp after Mr. Chittick's death.

31 28. Scott D. Detota



1 [REDACTED]  
2 Mr. Detota is believed to have knowledge of his communications with  
3 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
4 after Mr. Chittick's death.

5 29. Amy Lee Dirks  
6 [REDACTED]  
7 [REDACTED]

8 Ms. Dirks is believed to have knowledge of her communications with Mr. Chittick,  
9 her investments in DenSco through her IRA, and her communications with  
10 Mr. Beauchamp after Mr. Chittick's death.

11 30. Bradley Mark Dirks  
12 [REDACTED]  
13 [REDACTED]

14 Mr. Dirks is believed to have knowledge of his communications with Mr. Chittick,  
15 his investments in DenSco through his IRA, and his communications with  
16 Mr. Beauchamp after Mr. Chittick's death.

17 31. Dave DuBay  
18 [REDACTED]  
19 [REDACTED]

20 Mr. DuBay is believed to have knowledge of his communications with  
21 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
22 after Mr. Chittick's death.

23 32. Ross Dupper  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]

27 Mr. Dupper is believed to have knowledge of his communications with  
28 Mr. Chittick, his investments in DenSco through his Trust, and his communications with  
29 Mr. Beauchamp after Mr. Chittick's death.

30 33. Todd F. Einick

1 [REDACTED]  
2 Mr. Einick is believed to have knowledge of his communications with  
3 Mr. Chittick, investments in DenSco through the Trust, and his communications with  
4 Mr. Beauchamp after Mr. Chittick's death.

5 34. Yusef Fielding  
6 [REDACTED]  
7

8 Mr. Fielding is believed to have knowledge of his communications with  
9 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
10 after Mr. Chittick's death.

11 35. Fischer Family Holdings  
12 [REDACTED]  
13

14 Mr. or Mrs. Fischer is believed to have knowledge of their communications with  
15 Mr. Chittick, their investments in DenSco, and their communications with Mr. Beauchamp  
16 after Mr. Chittick's death.

17 36. GB 12, LLC  
18 c/o Stanley Schloz  
19 [REDACTED]  
20

21 Mr. Schloz is believed to have knowledge of his communications with Mr. Chittick,  
22 the company's investments in DenSco, and his communications with Mr. Beauchamp after  
23 Mr. Chittick's death.

24 37. Stacy B. Grant  
25 [REDACTED]  
26

27 Ms. Grant is believed to have knowledge of her communications with Mr. Chittick,  
28 her investments in DenSco through her IRA, and her communications with  
Mr. Beauchamp after Mr. Chittick's death.

38. Russell T. Griswold  
[REDACTED]

1 [REDACTED]  
2 Mr. Griswold is believed to have knowledge of his communications with  
3 Mr. Chittick, his investments in DenSco through his IRA, and his communications with  
4 Mr. Beauchamp after Mr. Chittick's death.

5 39. Michael and Diana Gumbert  
6 [REDACTED]

7 Mr. and Mrs. Gumbert are believed to have knowledge of their communications with  
8 Mr. Chittick, their investments in DenSco through their Trust, and their communications with  
9 Mr. Beauchamp after Mr. Chittick's death.

10 40. Nihad Hafiz  
11 [REDACTED]

12 Mr. Hafiz is believed to have knowledge of his communications with Mr. Chittick,  
13 his investments in DenSco, and his communications with Mr. Beauchamp after  
14 Mr. Chittick's death.

15 41. Robert B. and Elizabeth A. Hahn  
16 [REDACTED]  
17 [REDACTED]

18 Mr. and Mrs. Hahn are believed to have knowledge of their communications with  
19 Mr. Chittick, their investments in DenSco through the Trust, and their communications  
20 with Mr. Beauchamp after Mr. Chittick's death.

21 42. Ralph L. Hey  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 Mr. Hey is believed to have knowledge of his communications with Mr. Chittick,  
26 his investments in DenSco, and his communications with Mr. Beauchamp after  
27 Mr. Chittick's death.

28 43. Dale W. and Kathy L. Hickman  
[REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 Mr. and Mrs. Hickman are believed to have knowledge of their communications  
4 with Mr. Chittick, their investments in DenSco, and their communications with  
5 Mr. Beauchamp after Mr. Chittick's death.

6 44. Craig and Samantha Hood  
7 [REDACTED]  
8 [REDACTED]

9 Mr. and Mrs. Hood are believed to have knowledge of their communications with  
10 Mr. Chittick, their investments in DenSco, and their communications with  
11 Mr. Beauchamp after Mr. Chittick's death.

12 45. Doris and Levester Howze  
13 [REDACTED]  
14 [REDACTED]

15 Ms. Howze and Mr. Howze are believed to have knowledge of their  
16 communications with Mr. Chittick, their investments in DenSco, and their  
17 communications with Mr. Beauchamp after Mr. Chittick's death.

18 46. Bill Bryan Hughes  
19 [REDACTED]  
20 [REDACTED]

21 Mr. Hughes is believed to have knowledge of his communications with  
22 Mr. Chittick, his investments in DenSco through his IRA, and his communications with  
23 Mr. Beauchamp after Mr. Chittick's death.

24 47. Judy Kay Hughes  
25 [REDACTED]  
26 [REDACTED]

27 Ms. Hughes is believed to have knowledge of her communications with  
28 Mr. Chittick, her investments in DenSco through her IRA, and her communications with  
29 Mr. Beauchamp after Mr. Chittick's death.

30 48. Brian Imdieke  
31 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 Mr. Imdieke is believed to have knowledge of his communications with  
4 Mr. Chittick, his investments in DenSco through his IRA, and his communications with  
5 Mr. Beauchamp after Mr. Chittick's death.

6 49. James K. Jetton and Debora I. Pekker-Jetton  
7 [REDACTED]  
8 [REDACTED]

9 Mr. and Mrs. Jetton are believed to have knowledge of their communications with  
10 Mr. Chittick, their investments in DenSco, and their communications with  
11 Mr. Beauchamp after Mr. Chittick's death.

12 50. Leslie W. Jones  
13 [REDACTED]  
14 [REDACTED]

15 Ms. Jones is believed to have knowledge of her communications with Mr. Chittick,  
16 her investments in DenSco through her IRA, and her communications with  
17 Mr. Beauchamp after Mr. Chittick's death.

18 51. Ralph Kaiser  
19 [REDACTED]  
20 [REDACTED]

21 Mr. Kaiser is believed to have knowledge of his communications with  
22 Mr. Chittick, his investments in DenSco through his IRA, and his communications with  
23 Mr. Beauchamp after Mr. Chittick's death.

24 52. Mary Kent  
25 [REDACTED]  
26 [REDACTED]

27 Ms. Kent is believed to have knowledge of her communications with Mr. Chittick,  
28 her investments in DenSco, and her communications with Mr. Beauchamp after  
Mr. Chittick's death.

53. Paul A. Kent  
[REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 Mr. Kent is believed to have knowledge of his communications with Mr. Chittick,  
4 his investments in DenSco through the Family Trust, and his communications with  
5 Mr. Beauchamp after Mr. Chittick's death.

6 54. Robert Z. Koehler  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 Mr. Koehler is believed to have knowledge of his communications with  
11 Mr. Chittick, his investments in DenSco through his IRA, and his communications with  
12 Mr. Beauchamp after Mr. Chittick's death.

13 55. Jemma Kopel  
14 [REDACTED]  
15 [REDACTED]

16 Ms. Kopel is believed to have knowledge of her communications with  
17 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
18 after Mr. Chittick's death.

19 56. LeRoy Kopel  
20 [REDACTED]  
21 [REDACTED]

22 Mr. Kopel is believed to have knowledge of his communications with Mr. Chittick,  
23 his investments in DenSco through his IRA and his Trust, and his communications with  
24 Mr. Beauchamp after Mr. Chittick's death.

25 57. Robert F. Lawson  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

Mr. Lawson is believed to have knowledge of his communications with  
Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
after Mr. Chittick's death.

1 58. Wayne J. Ledet  
2 [REDACTED]

3 Mr. Ledet is believed to have knowledge of his communications with Mr. Chittick,  
4 investments in DenSco through the Family Trust, his IRA and his Roth IRA, and his  
5 communications with Mr. Beauchamp after Mr. Chittick's death.

6 59. The Lee Group, Inc. c/o Terry and Lil Lee  
7 [REDACTED]

8 Mr. and Mrs. Lee are believed to have knowledge of their communications with  
9 Mr. Chittick, the company's investments in DenSco, and their communications with  
10 Mr. Beauchamp after Mr. Chittick's death.

11 60. Terry and Lil Lee  
12 [REDACTED]

13 Mr. and Mrs. Lee are believed to have knowledge of their communications with  
14 Mr. Chittick, their investments in DenSco, and their communications with  
15 Mr. Beauchamp after Mr. Chittick's death.

16 61. Lillian Lent  
17 [REDACTED]

18 Ms. Lent is believed to have knowledge of her communications with Mr. Chittick,  
19 her investments in DenSco through her Roth IRA, and her communications with  
20 Mr. Beauchamp after Mr. Chittick's death.

21 62. Manuel A. Lent  
22 [REDACTED]

23 Mr. Lent is believed to have knowledge of his communications with Mr. Chittick,  
24 his investments in DenSco through his IRA, and his communications with  
25 Mr. Beauchamp after Mr. Chittick's death.

26 63. William Lent (contact information to be added)  
27  
28

1 Mr. Lent is believed to have knowledge of his communications with Mr. Chittick,  
2 his investments in DenSco through his IRA, and his communications with Mr. Beauchamp  
3 after Mr. Chittick's death.

4 64. LJL Capital, LLC c/o Landon Luchtel  
5 [REDACTED]  
6

7 Mr. Luchtel is believed to have knowledge of his communications with Mr. Chittick,  
8 the company's investments in DenSco, and his communications with Mr. Beauchamp after  
9 Mr. Chittick's death.

10 65. W. Jean Locke  
11 [REDACTED]  
12

13 Ms. Locke is believed to have knowledge of her communications with  
14 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
15 after Mr. Chittick's death.

16 66. Long Time Holdings, LLC c/o William Swirtz  
17 [REDACTED]  
18

19 Mr. Swirtz is believed to have knowledge of his communications with  
20 Mr. Chittick, the company's investments in DenSco, and his communications with  
21 Mr. Beauchamp after Mr. Chittick's death.

22 67. Jim P. McArdle  
23 [REDACTED]  
24

25 Mr. McArdle is believed to have knowledge of his communications with  
26 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
27 after Mr. Chittick's death.

28 68. James and Lesley McCoy  
[REDACTED]

Mr. and Mrs. McCoy are believed to have knowledge of their communications with



1 Mr. Chittick, investments in DenSco through the Trust, and their communications with  
2 Mr. Beauchamp after Mr. Chittick's death.

3 69. Caro McDowell  
4 [REDACTED]  
5 [REDACTED]

6 Ms. McDowell is believed to have knowledge of her communications with  
7 Mr. Chittick, her investments in DenSco through her Trust, and her communications with  
8 Mr. Beauchamp after Mr. Chittick's death.

9 70. Marvin G. Miller and Patricia S. Miller  
10 [REDACTED]  
11 [REDACTED]

12 Mr. and Mrs. Miller are believed to have knowledge of their communications with  
13 Mr. Chittick, investments in DenSco through the Family Trust, and their communications  
14 with Mr. Beauchamp after Mr. Chittick's death.

15 71. Marian Minchuck  
16 (contact information to be added)

17 Ms. Minchuck is believed to have knowledge of her communications with  
18 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
19 after Mr. Chittick's death.

20 72. Kaylene Moss  
21 [REDACTED]  
22 [REDACTED]

23 Ms. Moss is believed to have knowledge of her communications with Mr. Chittick,  
24 her investments in DenSco through her IRA, and her communications with  
25 Mr. Beauchamp after Mr. Chittick's death.

26 73. Moss Family Trust  
27 [REDACTED]  
28 [REDACTED]

Mr. or Mrs. Moss is believed to have knowledge of their communications with  
Mr. Chittick, investments in DenSco through the Trust, and their communications with

1 Mr. Beauchamp after Mr. Chittick's death.

2 74. Muscat Family  
3 c/o Vince I. Muscat  
4 [REDACTED]

5 Mr. or Mrs. Muscat is believed to have knowledge of their communications with  
6 Mr. Chittick, investments in DenSco through the Trust, and their communications with  
7 Mr. Beauchamp after Mr. Chittick's death.

8 75. Non Lethal Defense, Inc. c/o Dave Dubay  
9 [REDACTED]

10 Mr. Dubay is believed to have knowledge of his communications with  
11 Mr. Chittick, the company's investments in DenSco, and his communications with  
12 Mr. Beauchamp after Mr. Chittick's death.

13 76. Brian and Janice Odenthal  
14 [REDACTED]  
15 [REDACTED]

16 Mr. and Mrs. Odenthal are believed to have knowledge of their communications  
17 with Mr. Chittick, their investments in DenSco through their IRA, and their  
18 communications with Mr. Beauchamp after Mr. Chittick's death.

19 77. Valerie J. Paxton  
20 [REDACTED]  
21 [REDACTED]

22 Ms. Paxton is believed to have knowledge of her communications with  
23 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
24 after Mr. Chittick's death.

25 78. Marlene Pearce  
26 [REDACTED]  
27 [REDACTED]

28 Ms. Pearce is believed to have knowledge of her communications with Mr. Chittick,  
her investments in DenSco through her IRA, and her communications with Mr. Beauchamp

1 after Mr. Chittick's death.

2 79. Jeff Phalen

3 [REDACTED]  
4 Mr. Phalen is believed to have knowledge of his communications with  
5 Mr. Chittick, his investments in DenSco individually and through the Phalen Family Trust  
6 and his IRA, and his communications with Mr. Beauchamp after Mr. Chittick's death.

7 80. Kevin Potempa

8 [REDACTED]  
9 [REDACTED]  
10 Mr. Potempa is believed to have knowledge of his communications with  
11 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
12 after Mr. Chittick's death.

13 81. Preston Revocable Living Trust c/o David M. Preston

14 [REDACTED]  
15 [REDACTED]  
16 The Trustee is believed to have knowledge of his or her communications with  
17 Denny Chittick, the Trust's investments in DenSco, and his or her communications with  
18 Mr. Beauchamp after Mr. Chittick's death.

19 82. Peter and Kay Rzonca

20 [REDACTED]  
21 Mr. and Mrs. Rzonca are believed to have knowledge of their communications with  
22 Mr. Chittick, their investments in DenSco, and their communications with Mr. Beauchamp  
23 after Mr. Chittick's death.

24 83. Saltire, LLC  
25 c/o William Stewart Sheriff

26 [REDACTED]  
27 Mr. Sheriff is believed to have knowledge of his communications with  
28 Mr. Chittick, the company's investments in DenSco, and his communications with

1 Mr. Beauchamp after Mr. Chittick's death.

2 84. JoAnn Sanders  
3 [REDACTED]  
4 [REDACTED]

5 Ms. Sanders is believed to have knowledge of her communications with  
6 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
7 after Mr. Chittick's death.

8 85. Satellite LLC (contact information to be added)

9 A Member of Satellite LLC is believed to have knowledge of its communications  
10 with Mr. Chittick, its investments in DenSco, and its communications with  
11 Mr. Beauchamp after Mr. Chittick's death.

12 86. Mary I. Schloz  
13 [REDACTED]  
14 [REDACTED]

15 Ms. Schloz is believed to have knowledge of her communications with  
16 Mr. Chittick, her investments in DenSco individually and through the Family Trust, and  
17 her communications with Mr. Beauchamp after Mr. Chittick's death.

18 87. Stanley Schloz  
19 [REDACTED]  
20 [REDACTED]

21 Mr. Schloz is believed to have knowledge of his communications with  
22 Mr. Chittick, his investments in DenSco individually, through his IRA, and the Family  
23 Trust, and his communications with Mr. Beauchamp after Mr. Chittick's death.

24 88. Annette M. Scroggin  
25 [REDACTED]  
26 [REDACTED]

27 Ms. Scroggin is believed to have knowledge of her communications with  
28 Mr. Chittick, her investments in DenSco through her IRAs, and her communications with  
Mr. Beauchamp after Mr. Chittick's death.

89. Michael Scroggin

1 [REDACTED]  
2 Mr. Scroggin is believed to have knowledge of his communications with  
3 Mr. Chittick, his investments in DenSco through his IRAs, and his communications with  
4 Mr. Beauchamp after Mr. Chittick's death.

5 90. William Stewart Sheriff  
6 [REDACTED]  
7

8 Mr. Sheriff is believed to have knowledge of his communications with Mr. Chittick,  
9 his investments in DenSco, and his communications with Mr. Beauchamp after  
10 Mr. Chittick's death.

11 91. Gary E. Siegford and Corrina C. Esvelt-Siegford  
12 [REDACTED]  
13

14 Mr. and Mrs. Siegford are believed to have knowledge of their communications  
15 with Mr. Chittick, their investments in DenSco, and their communications with  
16 Mr. Beauchamp after Mr. Chittick's death.

17 92. Gary E. and Corrina C. Siegford  
18 [REDACTED]  
19

20 Mr. and Mrs. Siegford are believed to have knowledge of their communications  
21 with Mr. Chittick, their investments in DenSco, and their communications with  
22 Mr. Beauchamp after Mr. Chittick's death.

23 93. Gary D. and Judith Siegford  
24 [REDACTED]  
25

26 Mr. and Mrs. Siegford are believed to have knowledge of their communications  
27 with Mr. Chittick, their investments in DenSco through the Trust, and their  
28 communications with Mr. Beauchamp after Mr. Chittick's death.

94. Carsyn P. Smith

c/o Deanna M. Smith  
[REDACTED]

Ms. Smith is believed to have knowledge of her communications with Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp after Mr. Chittick's death.

95. McKenna Smith  
c/o Deanna M. Smith  
[REDACTED]

Ms. Smith is believed to have knowledge of her communications with Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp after Mr. Chittick's death.

96. Branson and Sandra Smith  
[REDACTED]

Mr. or Mrs. Smith is believed to have knowledge of their communications with Mr. Chittick, their investments in DenSco through the Trust and their IRA, and their communications with Mr. Beauchamp after Mr. Chittick's death.

97. Tom Smith  
[REDACTED]

Mr. Smith is believed to have knowledge of his communications with Mr. Chittick, his investments in DenSco individually and through his IRA, and his communications with Mr. Beauchamp after Mr. Chittick's death.

98. Tony Smith  
[REDACTED]

Mr. Smith is believed to have knowledge of his communications with Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp after Mr. Chittick's death.

99. Donald E. and Lucinda Sterling

1 [REDACTED]  
2 Mr. and Mrs. Sterling are believed to have knowledge of their communications with  
3 Mr. Chittick, their investments in DenSco, and their communications with Mr. Beauchamp  
4 after Mr. Chittick's death.

5 100. Bill Swirtz  
6 [REDACTED]  
7 [REDACTED]

8 Mr. Swirtz is believed to have knowledge of his communications with Mr. Chittick,  
9 his investments in DenSco, and his communications with Mr. Beauchamp after  
10 Mr. Chittick's death.

11 101. Nancy Swirtz  
12 [REDACTED]  
13 [REDACTED]

14 Ms. Swirtz is believed to have knowledge of her communications with Mr. Chittick,  
15 her investments in DenSco, and her communications with Mr. Beauchamp after  
16 Mr. Chittick's death.

17 102. Coralee Thompson  
18 [REDACTED]  
19 [REDACTED]

20 Ms. Thompson is believed to have knowledge of her communications with  
21 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
22 after Mr. Chittick's death.

23 103. Gary L. Thompson  
24 [REDACTED]  
25 [REDACTED]

26 Mr. Thompson is believed to have knowledge of his communications with  
27 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
28 after Mr. Chittick's death.

104. James A. Trainor  
[REDACTED]  
[REDACTED]

1 Mr. Trainor is believed to have knowledge of his communications with  
2 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
3 after Mr. Chittick's death.

4 105. Stephen Tuttle

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 Mr. Tuttle is believed to have knowledge of his communications with Mr. Chittick,  
9 his investments in DenSco, and his communications with Mr. Beauchamp after  
10 Mr. Chittick's death.

11 106. Wade A. Underwood

12 [REDACTED]

13 Mr. Underwood is believed to have Knowledge of his communications with  
14 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
15 after Mr. Chittick's death.

16 107. Jolene Page Walker

17 [REDACTED]  
18 [REDACTED]

19 Ms. Walker is believed to have knowledge of her communications with  
20 Mr. Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
21 after Mr. Chittick's death.

22 108. Laurie A. Weiskopf

23 [REDACTED]  
24 [REDACTED]

25 Ms. Weiskopf is believed to have knowledge of her communications with  
26 Mr. Chittick, her investments in DenSco through her IRA, and her communications with  
27 Mr. Beauchamp after Mr. Chittick's death.

28 109. Thomas D. Weiskopf

[REDACTED]  
[REDACTED]



1 Mr. Weiskopf is believed to have knowledge of his communications with  
2 Mr. Chittick, his investments in DenSco through his IRA, and his communications with  
3 Mr. Beauchamp after Mr. Chittick's death.

4 110. Carol J. Wellman  
5 [REDACTED]  
6

7 Ms. Wellman is believed to have knowledge of her communications with  
8 Mr. Chittick, her investments in DenSco through her IRAs, and her communications with  
9 Mr. Beauchamp after Mr. Chittick's death.

10 111. Wellman Family Trust  
11 [REDACTED]  
12

13 A Trustee of the Wellman Family Trust is believed to have knowledge of its  
14 communications with Mr. Chittick, its investments in DenSco, and its communications  
15 with Mr. Beauchamp after Mr. Chittick's death.

16 112. Brian and Carla Wenig  
17 [REDACTED]  
18

19 Mr. and Mrs. Wenig are believed to have knowledge of their communications with  
20 Mr. Chittick, their investments in DenSco through the Trust, and their communications  
21 with Mr. Beauchamp after Mr. Chittick's death.

22 113. Mark and Debbie Wenig  
23 [REDACTED]  
24

25 Mr. and Mrs. Wenig are believed to have knowledge of their communications with  
26 Mr. Chittick, their investments in DenSco, and their communications with Mr. Beauchamp  
27 after Mr. Chittick's death.

28 114. Yusuf Yuldiz  
[REDACTED]

Mr. Yuldiz is believed to have knowledge of his communications with

1 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
2 after Mr. Chittick's death.

3 115. Leslie Jones c/o Michael Zones  
4 [REDACTED]  
5

6 Mr. Zones is believed to have knowledge of his communications with Mr. Chittick,  
7 his investments in DenSco, and his communications with Mr. Beauchamp after  
8 Mr. Chittick's death.

9 116. Michael Zones  
10 [REDACTED]  
11

12 Mr. Zones is believed to have knowledge of his communications with Mr. Chittick,  
13 his investments in DenSco, and his communications with Mr. Beauchamp after  
14 Mr. Chittick's death.

15 **C. DenSco Borrowers and Persons Affiliated with Them**

16 117. Luigi Amoroso  
17 (contact information to be added)

18 Mr. Amoroso worked with Menaged in bidding on and acquiring properties subject  
19 to foreclosure.

20 118. Veronica Castro  
21 (contact information to be added)

22 Mr. Castro was Scott Menaged's assistant and has knowledge of deeds, mortgages  
23 and other instruments signed by Menaged during 2013 that she notarized.

24 119. Jeffrey C. Goulder  
25 Stinson Leonard Street LLP  
26 1850 N. Central Avenue, Suite 1200  
27 Phoenix, AZ 85004  
28 (602) 212-8531

Mr. Goulder is an attorney who represented Scott Menaged in connection with the  
Term Sheet and Forbearance Agreement. He is believed to have knowledge of those  
agreements and his communications with Mr. Beauchamp.

120. Cody Jess  
Schian Walker PLC  
1850 N. Central Avenue, Suite 900  
Phoenix, AZ 85004  
(602) 277-1501

Mr. Jess is an attorney who represented Scott Menaged in a bankruptcy proceeding. He is believed to have knowledge of that proceeding and of his communications with Mr. Beauchamp relating to the proceeding.

121. Victor Gojcay  
(contact information to be supplemented)

Mr. Gojcay was a DenSco borrower. It is expected that he has knowledge of DenSco's lending practices, business practices and DenSco's relationship with Menaged. It is also expected that Mr. Gojcay would testify in accordance with his deposition testimony in the *Clark Hill* Action.

122. Christopher Hughes  
(contact information to be supplemented)

Mr. Hughes was a DenSco borrower. It is expected that he has knowledge of DenSco's lending practices, business practices and DenSco's relationship with Menaged.

123. Scott Menaged  
c/o Molly Patricia Brizgys  
2210 S. Mill Avenue, Suite 7A  
Tempe, AZ 85282  
(602) 460-9013

Mr. Menaged has knowledge of the frauds alleged by the Receiver, his role in the fraud, and DenSco's knowledge of the fraud.

**D. Clark Hill Attorneys and Employees**

124. Robert Anderson  
c/o John DeWulf  
Coppersmith Brockelman, PLC  
2800 N. Central Avenue, Suite 1200  
Phoenix, AZ 85004

Consistent with his deposition testimony, Mr. Anderson has knowledge that he did not undertake any effort to advise DenSco about deficiencies in its lending practices during

1 January 2014, as Mr. Beauchamp claimed in his deposition. Mr. Anderson may testify on  
2 other matters addressed during his deposition.

3 125. Lindsay Grove  
4 c/o John DeWulf  
5 Coppersmith Brockelman, PLC  
6 2800 N. Central Avenue, Suite 1200  
7 Phoenix, AZ 85004

8 Ms. Grove is a legal assistant who worked with David Beauchamp during the  
9 relevant time period and is believed to have knowledge of certain documents received or  
10 sent by Mr. Beauchamp.

11 126. Ryan Lorenz  
12 c/o John DeWulf  
13 Coppersmith Brockelman, PLC  
14 2800 N. Central Avenue, Suite 1200  
15 Phoenix, AZ 85004

16 Mr. Lorenz will testify about the proofs of claim he submitted to the Receiver in  
17 June 2017, his accompanying affidavit, and the information contained therein.

18 127. Darra Lynn Rayndon  
19 c/o John DeWulf  
20 Coppersmith Brockelman, PLC  
21 2800 N. Central Avenue, Suite 1200  
22 Phoenix, AZ 85004

23 Ms. Rayndon is an attorney who initiated a probate proceeding on August 4, 2016,  
24 in which she and Clark Hill represented Shawna Chittick Heuer in her capacity as the  
25 Personal Representative of Denny Chittick's Estate. She is believed to have knowledge of  
26 any discussions within Clark Hill that may have occurred regarding conflicts of interest  
27 arising from the firm's separate representation of DenSco.

28 128. Michelle M. Tran  
c/o John DeWulf  
Coppersmith Brockelman, PLC  
2800 N. Central Avenue, Suite 1200  
Phoenix, AZ 85004

Ms. Tran will testify about her meeting with David Beauchamp and Shawna Heuer

1 in August 2016, the conflict check conducted by Clark Hill at that time, and her work as  
2 counsel to Ms. Heuer and the Estate of Denny Chittick.

3 129. Daniel Schenk  
4 c/o John DeWulf  
5 Coppersmith Brockelman, PLC  
6 2800 N. Central Avenue, Suite 1200  
7 Phoenix, AZ 85004

8 Mr. Schenck will testify that he did not undertake any effort to advise DenSco  
9 about deficiencies in its lending practices during January 2014, as Mr. Beauchamp  
10 claimed in his deposition. Mr. Schenck may testify about other matters addressed during  
11 his deposition.

12 130. Mark Sifferman  
13 c/o John DeWulf  
14 Coppersmith Brockelman, PLC  
15 2800 N. Central Avenue, Suite 1200  
16 Phoenix, AZ 85004

17 Mr. Sifferman, Clark Hill's former Assistant General Counsel, will testify about  
18 his actions in reviewing and revising Beauchamp's declaration that was submitted to the  
19 Receivership Court, his attendance at the August 18, 2016, hearing, and other matters  
20 addressed during his deposition.

21 131. Ed Hood  
22 c/o John DeWulf  
23 Coppersmith Brockelman, PLC  
24 2800 N. Central Avenue, Suite 1200  
25 Phoenix, AZ 85004

26 Mr. Hood, Clark Hill's General Counsel, will testify about matters addressed during  
27 his deposition.

28 **E. Bryan Cave Attorneys**

132. Ray Burgan (Zenfinity Capital LLC)  
14850 N. Scottsdale Road, No. 295  
Scottsdale, Arizona, 85254

Mr. Burgan is an attorney who was formerly associated with Bryan Cave and is

1 believed to have knowledge of work he performed for DenSco and David Beauchamp's  
2 representation of DenSco while Beauchamp was affiliated with Bryan Cave.

3 133. Michael Dvoren  
4 Jaburg & Wilk PC  
5 3200 N. Central Avenue, Suite 2000  
6 Phoenix, Arizona 85012

7 Mr. Dvoren is an attorney who was formerly associated with Bryan Cave and is  
8 believed to have knowledge of work he performed for DenSco and David Beauchamp's  
9 representation of DenSco while Beauchamp was affiliated with Bryan Cave.

10 134. Robert Endicott  
11 Bryan Cave LLP  
12 One Metropolitan Square  
13 211 North Broadway, Suite 3600  
14 St. Louis, MO 63102

15 Mr. Endicott is an attorney who is believed to have knowledge of his  
16 communications with David Beauchamp in the summer of 2013 regarding DenSco.

17 135. Kenneth L. Henderson  
18 Bryan Cave LLP  
19 1290 Avenue of the Americas  
20 New York, NY, 10104

21 Mr. Henderson is an attorney who is believed to have knowledge of his  
22 communications with David Beauchamp in the summer of 2013 regarding DenSco.

23 136. Garth Jensen  
24 Sherman & Howard L.L.C.  
25 633 Seventeenth Street, Suite 3000  
26 Denver, CO 80202

27 Mr. Jensen is an attorney who was formerly associated with Bryan Cave and is  
28 believed to have knowledge of his communications with David Beauchamp in the summer  
of 2013 regarding DenSco.

137. Logan Miller  
Apollo Education Group, Inc.  
4025 S. Riverpoint Parkway  
Phoenix, AZ 85040

1 Mr. Miller is an attorney who was formerly associated with Bryan Cave and is  
2 believed to have knowledge of work he performed for DenSco and David Beauchamp's  
3 representation of DenSco while Beauchamp was affiliated with Bryan Cave.

4 138. Robert Miller  
5 Bryan Cave LLP  
6 Two N. Central, Suite 2100  
7 Phoenix, Arizona 85004

8 Mr. Miller is an attorney who communicated with David Beauchamp in January  
9 2014 in connection with the demand letter described above and is believed to have  
10 knowledge of those communications.

11 139. Robert Pedersen  
12 Bryan Cave LLP  
13 1290 Avenue of the Americas  
14 New York, NY 10104

15 Mr. Pedersen is an attorney who is believed to have knowledge of his  
16 communications with David Beauchamp in the summer of 2013 regarding DenSco.

17 140. Nancy Pohl  
18 Gallagher & Kennedy PA  
19 2575 E. Camelback Road, Suite 100  
20 Phoenix, AZ 85016  
21 (602) 530-8052

22 Ms. Pohl is an attorney who was formerly associated with Bryan Cave and is  
23 believed to have knowledge of work she performed for DenSco and David Beauchamp's  
24 representation of DenSco while Beauchamp was affiliated with Bryan Cave.

25 141. Gus Schneider  
26 Bryan Case LLP  
27 Two N. Central, Suite 2100  
28 Phoenix, Arizona 85004

Mr. Schneider is an attorney who was formerly associated with Bryan Cave and is  
believed to have knowledge of work he performed for DenSco and David Beauchamp's  
representation of DenSco while Beauchamp was affiliated with Bryan Cave.

142. Elizabeth Snipes

Bryan Cave LLP  
1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
(303) 861-7000

Ms. Snipes is an attorney who is believed to have knowledge of her communication with David Beauchamp in the summer 2013 regarding DenSco.

143. Jonathan Stern  
(contact information not known)

Mr. Stern is an attorney who is associated with Bryan Cave and is believed to have knowledge of work he performed for DenSco and David Beauchamp's representation of DenSco while Beauchamp was affiliated with Bryan Cave.

144. Randy Wang  
Bryan Cave LLP  
One Metropolitan Square  
211 N. Broadway, Suite 3600  
St. Louis, MO 63102  
(314) 259-2000

Mr. Wang is an attorney who is believed to have knowledge of his communication with David Beauchamp in the summer 2013 regarding DenSco.

145. Mark Weakley  
Bryan Cave LLP  
One Boulder Plaza  
1801 13<sup>th</sup> Street, Suite 300  
Boulder, CO 80302  
(303) 444-5955

Mr. Weakley is an attorney who is believed to have knowledge of his communication with David Beauchamp in the summer 2013 regarding DenSco.

**F. Gammage & Burnham Attorneys**

146. Christopher L. Raddatz  
Gammage & Burnham, PLC  
Two N. Central Avenue, 15th Floor  
Phoenix, AZ 85004

Mr. Raddatz is an attorney who represented the Estate of Denny Chittick and Shawna Chittick Heuer in her capacity as the Personal Representative of Denny Chittick's



1 Estate.

2 147. Kevin R. Merritt  
3 Gammage & Burnham, PLC  
4 Two N. Central Avenue, 15<sup>th</sup> Floor  
Phoenix, AZ 85004

5 Mr. Merritt is an attorney who is believed to have knowledge about work he  
6 performed in 2007 for DenSco regarding its loan agreements, and his interactions with  
7 David Beauchamp in August, September and October 2016, and the securing and  
8 retention of DenSco corporate records and computer equipment.

9 148. James F. Polese  
10 Gammage & Burnham, PLC  
11 Two N. Central Avenue, 15<sup>th</sup> Floor  
Phoenix, AZ 85004

12 Mr. Polese is an attorney who is believed to have knowledge about actions he took  
13 in August, September and October 2016 as counsel to the Estate of Denny Chittick and  
14 Shawna Chittick Heuer in her capacity as the Personal Representative of Denny Chittick's  
15 Estate, his interactions with David Beauchamp, the August 18, 2016, receivership  
16 hearing, and the securing and retention of DenSco corporate records and computer  
17 equipment.

18 **G. Persons Affiliated with the Arizona Corporation Commission,**  
19 **Securities Division**

20 149. Gary Clapper  
21 1300 W. Washington, Third Floor  
Phoenix, AZ 85007

22 Mr. Clapper is Chief Investigator, Arizona Corporation Commission, Securities  
23 Division. He is believed to have knowledge of the ACC's investigation of DenSco in  
24 August 2016, events leading to the ACC's filing of an application for a preliminary  
25 injunction and the appointment of a receiver, and his communications with  
26 Mr. Beauchamp.

27 150. Wendy Coy  
28 1300 W. Washington, Third Floor

Phoenix, AZ 85007

Ms. Coy is Director of Enforcement, Arizona Corporation Commission, Securities Division. She is believed to have knowledge of the ACC's investigation of DenSco in August 2016, events leading to the ACC's filing of an application for a preliminary injunction and the appointment of a receiver, her communications with Mr. Beauchamp.

**H. Receiver, Employees and Attorneys**

151. Peter S. Davis  
c/o Colin Campbell and Geoffrey Sturr  
Osborn Maledon, P.A.  
2929 N. Central Avenue, Suite 2100  
Phoenix, AZ 85012

Mr. Davis is the receiver appointed for DenSco and acts on DenSco's behalf and in DenSco's stead as the Plaintiff in this action. The Chase Defendants anticipate that Mr. Davis will testify regarding the facts and circumstances surrounding Plaintiffs' allegations, his lack of personal knowledge thereof, and alleged damages.

152. Sara Beretta  
c/o Colin Campbell and Geoffrey Sturr  
Osborn Maledon, P.A.  
2929 N. Central Avenue, Suite 2100  
Phoenix, AZ 85012

Ms. Beretta may be called to lay foundation for certain DenSco corporate records and/or actions undertaken by the Receiver.

**I. Lenders Who Negotiated with Chittick and Menaged During January 2014**

153. Craig Cardon  
(contact information to be added)

Mr. Cardon is a member of Azben Limited, LLC and is believed to have knowledge of his communications with Chittick and Menaged and the fraud perpetrated by Menaged.

154. Daniel Diethelm  
(contact information to be added)

Mr. Diethelm is a manager of Geared Equity, LLC and is believed to have knowledge of his communications with Chittick and Menaged and the fraud perpetrated by

1 Menaged.

2 155. Lynn Hoebing  
3 (contact information to be added)

4 Mr. Hoebing is a manager of 50780, LLC and is believed to have knowledge of his  
5 communications with Chittick and Menaged and the fraud perpetrated by Menaged.

6 **J. Other Persons**

7 156. Rick Carney  
8 (contact information to be supplemented)

9 Mr. Carney was formerly affiliated with Quarles & Brady and provided legal services  
10 to DenSco. He is believed to have knowledge of those services and his communications with  
11 Denny Chittick and David Beauchamp relating to those services.

12 157. Custodian of Records for Bryan Cave  
13 (contact information to be supplemented)

14 The Chase Defendants anticipate calling a representative of Bryan Cave to  
15 authenticate records produced by Bryan Cave in response to a subpoena.

16 158. Person to Authenticate Electronically Stored Information  
17 (contact information to be supplemented)

18 **To the extent necessary,** the Chase Defendants anticipate calling a forensic  
19 computer expert as a witness to authenticate documents maintained on computer devices  
20 used by Denny Chittick in order to lay foundation for business records and  
21 contemporaneous recording of information.

22 159. Persons Who Have Been Deposed

23 The Chase Defendants reserve the right to call any witness, in addition to those listed  
24 above, who has been deposed in this matter.

25 **K. Menaged and Related Persons Who May Have Knowledge Concerning  
26 Menaged's Businesses and Conduct**

27 160. Alberto Pena

28 161. Troy Flipppo

162. Joseph Menaged

163. Michelle Menaged

164. Jennifer Bonfiglio

165. Joy Menaged

166. Jess Menaged

167. John Ray

**L. Chittick Related Persons Who May Have Knowledge Concerning Chittick's Running of Densco and His Dealings with Menaged**

168. Eldon Chittick – Chittick's father

169. Carleen Chittick

170. Sharla Chittick – Chittick's sister

171. Ranasha Chittick – Chittick's ex wife

**M. Reichman/Active Funding Group**

172. Gregg Seth Reichman

**N. DenSco/Menaged Title and Escrow Companies**

173. Gregg Seth Debbie Pihl (Magnus Title)

174. Ellen Bolduc (Suburban Mort)

175. All witnesses necessary to lay foundation for exhibits; and

176. All witnesses listed by all other parties in their Rule 26.1 disclosure, and any supplements and amendments thereto, to which Defendants do not otherwise object, whether withdrawn or not.

**O. Former Chase Employees**

177. Jonathan Edds  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Mr. Edds is a former Chase employee who has knowledge of certain facts and events as set forth in his deposition testimony.

178. Brandon Stone  
c/o Nicole M. Goodwin

Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Mr. Stone is a former Chase employee who has knowledge of certain facts and events as set forth in his deposition testimony.

179. Gloria Pritchett  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Ms. Pritchett is a former Chase employee who has knowledge of certain facts and events as set forth in her deposition testimony.

180. Sharon Khoo  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Ms. Khoo is a former Chase employee who has knowledge of certain facts and events as set forth in her deposition testimony.

181. Padraic Friel  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Mr. Friel is a former Chase employee who may have knowledge regarding the review of AZHF's account information.

182. Eric Mruczek  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Mr. Mruczek is a former Chase employee who may have knowledge regarding the review of AZHF's account information.

183. Robyn DeAngelis  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP

2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Ms. DeAngelis is a former Chase employee who may have knowledge regarding the review of AZHF's account information.

184. Robert Owen  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Mr. Owen is a former Chase employee who may have knowledge regarding the review of AZHF's account information.

185. Kevin Burkhardt  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Mr. Burkhardt is a former Chase employee who may have knowledge regarding the review of AZHF's account information.

186. Andrea Johnson  
c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

Ms. Johnson is a Chase employee who has knowledge of certain facts and events as set forth in her deposition testimony.

187. Any witnesses identified by any party in their discovery response or referenced in documents disclosed in this litigation.

188. Laura Garcia, Cassandra Sue Garner, Estrella Espinoza, Fernando Guevara, Aurora Rocha, Daniel Voda, Matthew George Shiner, Irma Salinas, and Jason Wooldridge.

c/o Nicole M. Goodwin  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

1 The foregoing individuals are former Chase employees who may have knowledge  
2 of teller transactions for AZHF.

3 189. The Chase Defendants reserve the right to supplement this disclosure  
4 as appropriate.

5 **V. THE NAMES AND ADDRESSES OF ALL PERSONS WHO HAVE GIVEN**  
6 **STATEMENTS WHETHER WRITTEN OR RECORDED, SIGNED OR**  
7 **UNSIGNED, AND THE CUSTODIANS OF COPIES OF THE**  
8 **STATEMENTS**

9 Defendants Vikram Dadlani and Samantha Nelson were deposed by counsel for  
10 the Receiver in connection with the *Clark Hill* Action, copies of which were made  
11 available to both the Receiver and counsel for the Chase Defendants shortly after the  
12 deposition. Vikram Dadlani's and Samantha Nelson's contact information is listed above  
13 in § IV.

14 Mr. Menaged has sat for numerous depositions, transcripts of all of which are  
15 believed to be in the possession of counsel for the Receiver, including depositions for a  
16 Rule 2004 examination on October 20, 2016, recorded testimony under questioning from  
17 the Receiver's counsel in December 2017, and for the *Clark Hill* Action on September 23,  
18 2019.

19 **VI. EXPERT WITNESSES**

20 Pursuant to the Scheduling Order in this matter, the Chase Defendants disclose the  
21 identity and reports of the following expert witnesses:

- 22 1. Keith L. Hendricks  
23 1850 N. Central Ave., Suite 1100  
24 Phoenix, AZ 85004

25 The expert report of Keith L. Hendricks regarding the standard of care related to  
26 David Beauchamp and Clark Hill's legal representation of DenSco. The Chase  
27 Defendants anticipate that if deposed or called as a trial witness, Mr. Hendricks will  
28 testify consistent with his expert report disclosed on May 20, 2022.

2. Mark R. Lee  
5998 Alcalá Park

Warren Hall 135  
San Diego, CA 92110

The expert report of Mark R. Lee regarding DenSco's breaches of various securities laws and David Beauchamp and Clark Hill's failures to properly advise DenSco. The Chase Defendants anticipate that if deposed or called as a trial witness, Mr. Lee will testify consistent with his expert report disclosed on May 20, 2022.

3. Jack W. Hilton  
11024 N. 28th Dr. #170  
Phoenix, AZ 85029

The expert report of Jack W. Hilton regarding industry practices and standards of the private and hard money lending industries. The Chase Defendants anticipate that if deposed or called as a trial witness, Mr. Hilton will testify consistent with his expert report disclosed on May 20, 2022.

4. Andrew D. Richmond  
Cornerstone Research  
181 W. Madison Street, Suite 4300  
Chicago, IL 60602

The rebuttal expert report of Andrew D. Richmond regarding his review of Plaintiff's expert report of David B. Weekly and Brent H. Taylor. The Chase Defendants anticipate that if deposed or called as a trial witness, Mr. Richmond will testify consistent with his rebuttal expert report disclosed on February 16, 2023.

5. James S. Howard  
B. Riley Advisory Services  
777 Brickell Ave, Suite 708  
Miami, FL 33130

The rebuttal expert report of Jim Howard concerning the nature, authority, and administration of a receivership involving a company such as DenSco, including without limitation, customary practices relating to such a receivership and practices relating to the investigation and review of the company and business by its representatives and counsel. The Chase Defendants anticipate that if deposed or called as a trial witness, Mr. Howard will testify consistent with his report disclosed on February 16, 2023.



1           6.     Robert S. Pasley, Esq.  
2                 411 Jackson Place  
3                 Alexandria, VA 22302

4           The rebuttal expert report of Robert S. Pasley, Esq. regarding his review of  
5     Plaintiff's expert report of Jeffery P. Gaia. The Chase Defendants anticipate that if  
6     deposed or called as a trial witness, Mr. Pasley will testify consistent with his rebuttal  
7     expert report disclosed on February 16, 2023.

8           The Chase Defendants reserve the right to name one or more expert witnesses at a  
9     later date in accordance with the schedule set in this matter.

10   **VII. A COMPUTATION AND MEASURE OF DAMAGES**

11           The Chase Defendants deny all damages and remedies claimed by DenSco.

12           The Chase Defendants reserve the right to seek their attorneys' fees and costs  
13     associated with this suit, if allowed by law.

14   **VIII. THE EXISTENCE, LOCATION, CUSTODIAN, AND GENERAL**  
15   **DESCRIPTION OF ANY TANGIBLE EVIDENCE OR RELEVANT**  
16   **DOCUMENTS THE CHASE DEFENDANTS PLAN TO USE AT TRIAL**  
17   **AND RELEVANT INSURANCE AGREEMENT**

18           The Chase Defendants have not yet determined what their trial exhibits will be and  
19     will supplement this disclosure as appropriate. The Chase Defendants anticipate that their  
20     trial exhibits may include the documents listed below in § IX of this disclosure, and any  
21     supplements and amendments thereto, as well as:

- 22           1.     All documents attached to or referenced in all pleadings and motions in this  
23     matter;
- 24           2.     All documents attached to or referenced in any party's disclosure  
25     statements in this matter, and any supplements thereto;
- 26           3.     All discovery responses, including documents produced in response to  
27     requests for production or subpoenas duces tecum;
- 28           4.     All deposition transcripts and exhibits;
5.     All exhibits listed by all other parties in their disclosure statements, and any  
          supplements and amendments thereto, to which the Chase Defendants do not otherwise

object, whether withdrawn or not;

6. All documents maintained on the Receiver's website containing information and case documents on the Receivership and other related cases. The website address is: <http://denscoreceiver1.godaddysites.com/home.html>; and

7. All documents maintained in the Receiver's Document Depository that was established by the Receiver.

In the event any information and documents protected by the attorney-client privilege and/or work product doctrine are disclosed or produced, such disclosure or production is purely inadvertent and not a knowing and intentional waiver of such privilege. In the event any information and documents protected by the attorney-client privilege and/or work product doctrine are disclosed or produced, the Chase Defendants request immediate notification thereof by the other parties and/or their attorneys to the Chase Defendants' counsel pursuant to and as required by ABA Formal Opinion 05-437 (October 1, 2005) and ER 4.4(b), Arizona Rules of Professional Conduct.

# **IX. A LIST OF DOCUMENTS, OR IN THE CASE OF VOLUMINOUS DOCUMENTARY INFORMATION, A LIST OF THE CATEGORIES OF DOCUMENTS THAT MAY BE RELEVANT TO THIS ACTION**

The Chase Defendants possess the following documents which they believe may be relevant to the issues raised in the complaint:

	DESCRIPTION	BATES RANGE
1.	Documents and communications produced in response to subpoenas issued in the <i>Clark Hill</i> Action	JPMC_0000001 to JPMC_0001187
2.	Account statements and records produced in responses to subpoenas previously issued by the Receiver	N/A
3.	Receiver's Statement of Facts in Support of Motion for Determination that Plaintiff Has Made a Prima Facie Case for Punitive Damages	N/A
4.	DenSco's 2013 Corporate Journal	N/A
5.	DenSco's 2014 Corporate Journal	N/A
6.	DenSco's 2015 Corporate Journal	N/A

	DESCRIPTION	BATES RANGE
7.	DenSco's 2016 Investor Letter	N/A
8.	Additional Documents produced in response to the Receiver's Second Request for the Production of Documents	JPMC_0001188 to JPMC_0001240
9.	Chase Employee Files	JPMC_0001241 to JPMC_0001286
10.	Chase Policies & Procedures	JPMC_0001287 to JPMC_0001349
11.	Chase Employee Susan Lazar Employee Files and Communications	JPMC_0001350 to JPMC_0001999
12.	Additional Internal Chase Communications	JPMC_0002000 to JPMC_0002049
13.	Chase Policies & Procedures regarding Deposit Account Holds	JPMC_0002050 to JPMC_0002080
14.	Chase Policies & Procedures regarding Account Limit Increases	JPMC_0002081 to JPMC_0002645
15.	Chase Organization Charts	JPMC_0002646 to JPMC_0002647
16.	Chase Job Descriptions	JPMC_0002648 to JPMC_0002657
17.	Chase Currency Transaction Reports	JPMC_0002658 to JPMC_0002686
18.	Additional Chase Policies & Procedures regarding Deposit Holds	JPMC_0002687 to JPMC_0002756
19.	Chase Policies & Procedures regarding Know Your Customer (KYC)	JPMC_0002757 to JPMC_0006181
20.	Scott Menaged's Chase Auto Loan Records	JPMC_0006182 to JPMC_0006229
21.	Arizona Home Foreclosures, LLC Chase Loan Documents	JPMC_0006230 to JPMC_0006329
22.	Susan Lazar Training Records	JPMC_0006330
23.	Samantha Nelson Training Records	JPMC_0006331
24.	Vikram Dadlani Training Records	JPMC_0006332 to JPMC_0006343

	DESCRIPTION	BATES RANGE
25.	Account Review Records	JPMC_0006344 to JPMC_0006368
26.	Additional Chase Policies & Procedures	JPMC_0006369 to JPMC_0006394
27.	KYC Profiles for Arizona Home Foreclosures and Scott Menaged	JPMC_0006395 to JPMC_0006440
28.	Chase Account Statements and Supporting Documents for Arizona Home Foreclosures	JPMC_0006441 to JPMC_0011594
29.	Additional Account Review Records	JPMC_0011595 to JPMC_0013273
30.	Natively produced excel spreadsheet titled 5682558.YomtovMenaged (previously produced in PDF format as JPMC_0011595 to JPMC_0011606, JPMC_0012683 to JPMC_0012698)	JPMC_0013274
31.	Natively produced excel spreadsheet 5682558 AlexanderGil_05_08_2014 (previously produced in PDF format as JPMC_0011607 to JPMC_0011615, JPMC_0012699 to JPMC_0012702, JPMC_0012699 to JPMC_0013049, JPMC_0013154, JPMC_0013183 to JPMC_0013186)	JPMC_0013275
32.	Embedded Adobe Document from natively produced excel spreadsheet 5682558_AlexanderGil_05_08_2014, "Supporting Documentation" tab	JPMC_0013276
33.	Embedded Word Document natively produced excel spreadsheet 5682558_AlexanderGil_05_08_2014, "Disposition" tab	JPMC_0013277 to JPMC_0013279
34.	Natively produced excel spreadsheet titled 5959578-CWI_0001179914_ARIZONA HOME FORECLOSURES, LLC (previously produced in PDF format at JPMC_0011625, JPMC_0011632 to JPMC_0011633, JPMC_0011791 to JPMC_0011912, JPMC_0013050 to JPMC_0013067, JPMC_0013157 to JPMC_0013182)	JPMC_0013280
35.	Redacted Image from natively produced excel spreadsheet titled 5959578-CWI_0001179914_ARIZONA HOME FORECLOSURES, LLC, "Supporting Documents" tab	JPMC_0013281
36.	Redacted Image from natively produced excel spreadsheet titled 5959578-CWI_0001179914_ARIZONA HOME FORECLOSURES, LLC, "SONAR" tab	JPMC_0013282

	DESCRIPTION	BATES RANGE
37.	Natively produced excel spreadsheet titled 5959578-CWI 0001576614 ARIZONA HOME FORECLOSURES, LLC (JPMC 0011626 to JPMC 0011631, JPMC 0011913 to JPMC 0012031, JPMC 0012571 to JPMC 0012595, JPMC 0013068 to JPMC 0013069, JPMC 0013241 to JPMC 0013271)	JPMC_0013283
38.	Redacted Images from natively produced excel spreadsheet titled 5959578-CWI 0001576614 ARIZONA HOME FORECLOSURES, LLC, "Supporting Documents" tab	JPMC_0013284 to JPMC_0013286
39.	Natively produced excel spreadsheet titled 5959578-CWI 00007368865 ARIZONA HOME FORECLOSURES, LLC (previously produced in PDF format as JPMC 0011634 to JPMC 0011790, JPMC 0013187 to JPMC 0013195, JPMC 0013233 to JPMC 0013240, JPMC 0013272 to JPMC 0013273)	JPMC_0013287
40.	Redacted Images from natively produced excel spreadsheet titled 5959578-CWI 00007368865 ARIZONA HOME FORECLOSURES, LLC, "Supporting Documents" tab	JPMC_0013288 to JPMC_0013289
41.	Redacted Images from natively produced excel spreadsheet titled 5959578-CWI 00007368865 ARIZONA HOME FORECLOSURES, LLC, "Additional Searches" tab	JPMC_0013290 to JPMC_0013291
42.	Natively produced excel spreadsheet titled 6291750-CWI_NA_0003584528_Burkhart_Kevin_10172014(1) (previously produced in PDF format as JPMC 0011620, JPMC 0012032 to JPMC 0012286, JPMC 0013070 to JPMC 0013086, JPMC 0013155 to JPMC 0013156, JPMC 0013196 to JPMC 0013232)	JPMC_0013292
43.	Redacted Images from natively produced excel spreadsheet titled 6291750-CWI_NA_0003584528_Burkhart_Kevin_10172014(1), "Supporting Documents" tab	JPMC_0013293 to JPMC_0013296
44.	Redacted Images from natively produced excel spreadsheet titled 6291750-CWI_NA_0003584528_Burkhart_Kevin_10172014(1), "Overview" tab	JPMC_0013297
45.	Redacted Images from natively produced excel spreadsheet titled 6291750-CWI_NA_0003584528_Burkhart_Kevin_10172014(1), "Investigative Documents" tab	JPMC_0013298 to JPMC_0013301

	DESCRIPTION	BATES RANGE
46.	Natively produced excel spreadsheet titled 6612803-ARIZONA HOME (previously produced in PDF format as JPMC_0011616 to JPMC_0011619, JPMC_0011621 to JPMC_0011624, JPMC_0012287 to JPMC_0012570, JPMC_0012596 to JPMC_0012597, JPMC_0013087 to JPMC_0013153)	JPMC_0013302
47.	Chase 2014 Annual AML Training	JPMC_0013303 to JPMC_0013429
48.	J. Molina Training Records	JPMC_0013430 to JPMC_0013432
49.	J. Molina account review records	JPMC_0013433 to JPMC_0013443
50.	Various HUD-1 Settlement Statements received from Receiver's Document Depository	JPMC-Receiver_0000001 to JPMC-Receiver_0000068
51.	Arizona Home Foreclosures Chase Account-Opening Documents	JPMC_0013444 to JPMC_0013453
52.	Transcript of Recorded Conversation between Denny Chittick and Yomtov Scott Menaged, Arizona Corporation Commission v. Densco Investment Corporation, Case No. CV2016-014142	JPMC-Receiver_0000069 to JPMC-Receiver_0000202
53.	Email from B. Pearson to G. Bolling re: Arizona Home Foreclosure, LLC dated April 23, 2015	JPMC_0013454
54.	DenSco website capture from Wayback Machine of Home page dated January 2, 2014	JPMC_0013455
55.	DenSco website capture from Wayback Machine of Home page dated May 17, 2014	JPMC_0013456
56.	DenSco website capture from Wayback Machine of Home page dated December 16, 2014	JPMC_0013457
57.	DenSco website capture from Wayback Machine of Home page dated March 29, 2015	JPMC_0013458
58.	DenSco website capture from Wayback Machine of Home page dated May 12, 2015	JPMC_0013459
59.	DenSco website capture from Wayback Machine of Home page dated July 5, 2015	JPMC_0013460
60.	DenSco website capture from Wayback Machine of Home page dated August 1, 2015	JPMC_0013461

	DESCRIPTION	BATES RANGE
61.	DenSco website capture from Wayback Machine of Home page dated August 5, 2015	JPMC_0013462
62.	DenSco website capture from Wayback Machine of Home page dated September 7, 2015	JPMC_0013463
63.	DenSco website capture from Wayback Machine of Business Plan page dated November 1, 2013	JPMC_0013464 to JPMC_0013465
64.	DenSco website capture from Wayback Machine of Business Plan page dated September 2, 2014	JPMC_0013466 to JPMC_0013467
65.	DenSco website capture from Wayback Machine of Business Plan page dated February 5, 2015	JPMC_0013468 to JPMC_0013469
66.	DenSco website capture from Wayback Machine of Business Plan page dated March 30, 2015	JPMC_0013470 to JPMC_0013471
67.	DenSco website capture from Wayback Machine of Business Plan page dated August 12, 2015	JPMC_0013472 to JPMC_0013473
68.	DenSco website capture from Wayback Machine of Business Plan page dated September 28, 2015	JPMC_0013474 to JPMC_0013475
69.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated March 31, 2013	JPMC_0013476 to JPMC_0013478
70.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated June 30, 2013	JPMC_0013479 to JPMC_0013481
71.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated September 30, 2013	JPMC_0013482 to JPMC_0013484
72.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated December 12, 2013	JPMC_0013485 to JPMC_0013487
73.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated December 31, 2014	JPMC_0013488 to JPMC_0013491
74.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated March 31, 2014	JPMC_0013492 to JPMC_0013493
75.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated June 30, 2014	JPMC_0013494 to JPMC_0013495
76.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated September 30, 2014	JPMC_0013496 to JPMC_0013497
77.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated June 30, 2015	JPMC_0013498 to JPMC_0013500

	DESCRIPTION	BATES RANGE
78.	DenSco website capture from Wayback Machine of Quarterly Newsletter page dated March 31, 2015	JPMC_0013501 to JPMC_0013503
79.	DenSco website capture from Wayback Machine of Company Management page dated November 1, 2013	JPMC_0013504
80.	DenSco website capture from Wayback Machine of Company Management page dated September 2, 2014	JPMC_0013505
81.	DenSco website capture from Wayback Machine of Company Management page dated February 5, 2015	JPMC_0013506
82.	DenSco website capture from Wayback Machine of Company Management page dated March 30, 2015	JPMC_0013507
83.	DenSco website capture from Wayback Machine of Company Management page dated August 12, 2015	JPMC_0013508
84.	DenSco website capture from Wayback Machine of Company Management page dated September 28, 2015	JPMC_0013509
85.	DenSco website capture from Wayback Machine of Company Management page dated May 12, 2015	JPMC_0013510
86.	DenSco website capture from Wayback Machine of Lending Guidelines page dated October 31, 2013	JPMC_0013511
87.	DenSco website capture from Wayback Machine of Lending Guidelines page dated September 2, 2014	JPMC_0013512
88.	DenSco website capture from Wayback Machine of Lending Guidelines page dated February 4, 2015	JPMC_0013513
89.	DenSco website capture from Wayback Machine of Lending Guidelines page dated March 30, 2015	JPMC_0013514
90.	DenSco website capture from Wayback Machine of Lending Guidelines page dated August 5, 2015	JPMC_0013515
91.	DenSco website capture from Wayback Machine of Lending Guidelines page dated September 5, 2015	JPMC_0013516
92.	DenSco website capture from Wayback Machine of Lending Guidelines page dated May 27, 2015	JPMC_0013517
93.	Peter Davis Deposition Transcript and Exhibits 1-17, taken December 16, 2022	JPMC_0013518 to JPMC_0013988
94.	Yomtov Scott Menaged Deposition Transcript and Exhibits 1-15, taken January 18, 2023 and January 19, 2023	JPMC_0013989 to JPMC_0014838



	DESCRIPTION	BATES RANGE
95.	Plaintiff's Disclosure of Expert Witness Report re Damages and Expert Report of David B. Weekly dated April 4, 2019, in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0000203 to JPMC-Receiver_0000232
96.	Plaintiff's Twelfth Supplemental Rule 26.1 Disclosure Statement re Expert Reports, Cashier's Checks Without Supporting Bank Documentation, Forged Checks and Forged Wires dated January 11, 2022, and Expert Report of Brent H. Taylor & David B. Weekly dated January 10, 2022	JPMC-Receiver_0000233 to JPMC-Receiver_0000263
97.	Yomtov Scott Menaged Transcript of Rule 2004 Examination and Exhibits 1-12, taken October 20, 2016 in Yomtov Scott Menaged Bankruptcy, 2:16-bk-04268	JPMC-Receiver_0000264 to JPMC-Receiver_0000455
98.	Yomtov Scott Menaged Transcript of Interview/Deposition taken December 8, 2017 in <i>Arizona Corporation Commission v. Densco Investment Corporation</i> , CV2016-014142	JPMC-Receiver_0000456 to JPMC-Receiver_0000497
99.	David G. Beauchamp Deposition Transcripts and Exhibits 103-436, taken July 19, 2018 and July 20, 2018 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0000498 to JPMC-Receiver_0003765
100.	Peter Davis Deposition Transcript and Exhibits 471-550, taken November 16, 2018 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0003766 to JPMC-Receiver_0005448
101.	David Weekly Deposition Transcript, Exhibits 1152-1161, and signature/errata sheet, taken October 2, 2019 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0005449 to JPMC-Receiver_0005798
102.	Samantha Nelson Deposition Transcript and Exhibits 1181-1197, taken December 5, 2019 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0005799 to JPMC-Receiver_0006417
103.	Vikram Dadlani Deposition Transcript and Exhibits 1198-1210, taken December 12, 2019 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0006418 to JPMC-Receiver_0006502
104.	Notice of Claim Against Estate of Denny J. Chittick, filed December 9, 2016 in the <i>Matter of the Estate of Denny J. Chittick</i> , PB2016-051754, obtained from Receiver's Website	JPMC-Receiver_0006503 to JPMC-Receiver_0006509

	DESCRIPTION	BATES RANGE
105	Notice of Filing Receiver's List of Filed Claims and Claims Report and Recommendations re: Order re: Petition No. 19, filed August 1, 2017 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0006510 to JPMC-Receiver_0006535
106	Petition No. 32, Petition for Order Approving Settlement Agreement with Yomtov Scott Menaged and Francine Menaged, filed August 8, 2017 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0006536 to JPMC-Receiver_0006552
107	Complaint, filed October 16, 2017 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832, obtained from Receiver's Website	JPMC-Receiver_0006553 to JPMC-Receiver_0006574
108	Information, Doc. 133, filed October 17, 2017 in <i>United States of America v. Yomtov Scott Menaged</i> , 2:17-cr-00680 obtained from Receiver's Website	JPMC-Receiver_0006575 to JPMC-Receiver_0006578
109	Lodged Plea Agreement, Doc. 135, filed October 17, 2017 in <i>United States of America v. Yomtov Scott Menaged</i> , 2:17-cr-00680 obtained from Receiver's Website	JPMC-Receiver_0006579 to JPMC-Receiver_0006592
110	Joint Petition for Single Transaction Authority Under A.R.S. §14-5409 filed October 23, 2017 in the <i>Matter of the Estate of Denny J. Chittick</i> , PB2016-051754, obtained from Receiver's Website	JPMC-Receiver_0006593 to JPMC-Receiver_0006616
111	Preliminary Order of Forfeiture, Doc. 173 filed November 27, 2017 in <i>United States of America v. Yomtov Scott Menaged</i> , 2:17-cr-00680 obtained from Receiver's Website	JPMC-Receiver_0006617 to JPMC-Receiver_0006619
112	United State's Sentencing Memorandum, Doc 178, filed December 7, 2017 in <i>United States of America v. Yomtov Scott Menaged</i> , 2:17-cr-00680 obtained from Receiver's Website	JPMC-Receiver_0006620 to JPMC-Receiver_0006629
113	Menaged Plea Agreement, Doc. 192, filed December 19, 2017 in <i>United States of America v. Yomtov Scott Menaged</i> , 2:17-cr-00680 obtained from Receiver's Website	JPMC-Receiver_0006630 to JPMC-Receiver_0006643
114	Plaintiff's Complaint, filed August 16, 2019 obtained from Receiver's Website	JPMC-Receiver_0006644 to JPMC-Receiver_0006668

	DESCRIPTION	BATES RANGE
115	Defendants JPMorgan Chase Bank, N.A., Samantha Nelson, Kristofer Nelson, Vikram Dadlani, & Jane Doe Dadlani's Motion to Dismiss Count Two of Plaintiff's First Amended Complaint and Exhibits, filed May 6, 2020 obtained from Receiver's Website	JPMC-Receiver_0006669 to JPMC-Receiver_0006949
116	Plaintiff's Response to Motion to Dismiss Filed by The Chase Defendants and Exhibit, filed June 5, 2020 obtained from Receiver's Website	JPMC-Receiver_0006950 to JPMC-Receiver_0006972
117	Defendants JPMorgan Chase Bank, N.A., Samantha Nelson, Kristofer Nelson, Vikram Dadlani, & Jane Doe Dadlani's Reply in Support of Their Motion to Dismiss Count Two of Plaintiff's First Amended Complaint, filed June 29, 2020 obtained from Receiver's Website	JPMC-Receiver_0006973 to JPMC-Receiver_0006986
118	Petition No. 96, Petition for Order Approving Settlement Agreement Between The Receiver and The Smith Defendants, filed July 10, 2020 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0006987 to JPMC-Receiver_0006997
119	Plaintiff's Third Amended Complaint, filed March 19, 2021, obtained from Receiver's Website	JPMC-Receiver_0006998 to JPMC-Receiver_0007025
120	Court Minute Entry re: Under Advisement Ruling, filed September 13, 2021, obtained from Receiver's Website	JPMC-Receiver_0007026 to JPMC-Receiver_0007038
121	Plaintiff's Supplemental Response to Defendants JPMorgan Chase Bank, N.A., Samantha Nelson, and Vikram Dadlani's First Set of Non-Uniform Interrogatories, dated February 9, 2022	JPMC-Receiver_0007039 to JPMC-Receiver_0007062
122	Native Excel: Schedules Supporting Receiver's Solvency Analysis, from Receiver's Document Depository	JPMC-Receiver_0007063
123	Native Excel: Analysis of Menaged Loans as of 01.09.14 - Property Details, from Receiver's Document Depository	JPMC-Receiver_0007064
124	Native Excel: RECEIVER_005196 - Densco-Menaged Cash Disbursements & Receipts, from Receiver's Document Depository	JPMC-Receiver_0007065
125	D150089-D150101 - 2014 FirstBank Records for DenSco Investment Corp., from Receiver's Document Depository	JPMC-Receiver_0007066 to JPMC-Receiver_0007078

	DESCRIPTION	BATES RANGE
126	August 2016 First Bank Statement for DenSco Investment Corp. from Receiver's Document Depository	JPMC-Receiver_0007079 to JPMC-Receiver_0007080
127	DenSco 2016 Journals, Plaintiff's Proposed Trial Exhibit 813 (Schenck Deposition Exhibit 23) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0007081 to JPMC-Receiver_0007109
128	Quickbook Files from Receiver's Document Depository, Box 96	JPMC-Receiver_0007110
129	Simon Consulting, LLC's Preliminary Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated September 19, 2016 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007111 to JPMC-Receiver_0007128
130	Simon Consulting, LLC's Status Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated December 22, 2017 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007129 to JPMC-Receiver_0007172
131	Simon Consulting, LLC's Status Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated December 23, 2016 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007173 to JPMC-Receiver_0007198
132	Petition No. 86, Petition for Order Approving Receiver's Status Report and Simon Consulting, LLC's Status Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated January 21, 2020 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007199 to JPMC-Receiver_0007246
133	Petition No. 71, Petition for Order Approving Receiver's Status Report and Simon Consulting, LLC's Status Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated March 11, 2019 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007247 to JPMC-Receiver_0007294

	DESCRIPTION	BATES RANGE
134.	Petition No. 108, Petition for Order Approving Receiver's Status Report and Simon Consulting, LLC's Status Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated March 15 2021 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007295 to JPMC-Receiver_0007346
135.	Petition No. 124, Petition for Order Approving Receiver's Status Report and Simon Consulting, LLC's Status Report of Peter S. Davis, as Receiver of DenSco Investment Corporation, dated May 26. 2022 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007347 to JPMC-Receiver_0007399
136.	D147962-D148176 - 2014 Bank of America Records (Acct 8555) from Receiver's Document Depository	JPMC-Receiver_0007400 to JPMC-Receiver_0007614
137.	<b>DenSco Investment Corporation Investor Statements for various investors from December 2015 through June 2016</b>	<b>JPMC-Receiver_0007615 to JPMC-Receiver_0007664</b>
138.	<b>DenSco Private Offering Memorandum dated June 1, 2007, with handwritten notes, Plaintiff's Proposed Trial Exhibit 852 (DIC0001906-DIC0001971) in <i>Davis v. Clark Hill, et al.</i>, CV2017-013832</b>	<b>JPMC-Receiver_0007665 to JPMC-Receiver_0007730</b>
139.	<b>DenSco Private Offering Memorandum dated June 1, 2007, revised May 17, 2007, Plaintiff's Proposed Trial Exhibit 853 (DIC0000965-DIC0001032) in <i>Davis v. Clark Hill, et al.</i>, CV2017-013832</b>	<b>JPMC-Receiver_0007731 to JPMC-Receiver_0007798</b>
140.	<b>DenSco 2013 Journals, Plaintiff's Proposed Trial Exhibit 810 (Schenck Deposition Exhibit 20) in <i>Davis v. Clark Hill, et al.</i>, CV2017-013832</b>	<b>JPMC-Receiver_0007799 to JPMC-Receiver_0007841</b>
141.	<b>DenSco 2016 Journals, Plaintiff's Proposed Trial Exhibit 811 (Schenck Deposition Exhibit 21) in <i>Davis v. Clark Hill, et al.</i>, CV2017-013832</b>	<b>JPMC-Receiver_0007842 to JPMC-Receiver_0007890</b>
142.	<b>DenSco 2015 Journals, Plaintiff's Proposed Trial Exhibit 812 (Schenck Deposition Exhibit 22) in <i>Davis v. Clark Hill, et al.</i>, CV2017-013832</b>	<b>JPMC-Receiver_0007891 to JPMC-Receiver_0007933</b>

	DESCRIPTION	BATES RANGE
143	Excerpts of Chittick's Personal 2013 Journal, CH EstateSDT 025547 81-82 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007934 to JPMC-Receiver_0007936
144	Emails between Chittick and Beauchamp re Status, dated February 9, 2014 (Schenck Deposition Exhibit 72, DIC0006702-DIC0006704) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007937 to JPMC-Receiver_0007939
145	Emails between Chittick and Beauchamp re Denny: Please Read This But do NOT Share with Scott: Attorney Client Privileged!!!, dated February 14, 2014 (Schenck Deposition Exhibit 75, DIC0006803-DIC0006806) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007940 to JPMC-Receiver_0007943
146	Emails between Chittick and Beauchamp re Changes to Confidentiality Section, dated March 13, 2014 (DIC0006899-DIC0006900) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007944 to JPMC-Receiver_0007946
147	Emails between Chittick, Menaged, and Beauchamp re Non Disclosure Agreement, dated January 15, 2014 (DIC0006938-DIC0006940) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007947 to JPMC-Receiver_0007949
148	Emails between Chittick, Menaged, and Beauchamp re Draft Term Sheet, dated January 15, 2014 (DIC0007027) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0007950
149	Emails between Chittick and Beauchamp re Non Disclosure Agreement, dated January 15, 2014 (DIC0007032-DIC0007033) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007951 to JPMC-Receiver_0007952
150	Emails between Chittick and Beauchamp, et al. re Demand Letter from Bob Miller, dated January 15, 2014 (DIC0007034-DIC0007035) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007953 to JPMC-Receiver_0007954
151	Emails between Chittick and Beauchamp re Plan, dated January 12, 2014 (DIC0007097-DIC0007098) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007955 to JPMC-Receiver_0007956
152	Letter from Miller to DenSco re Mortgage Recordation; Demand for Subordination, dated January 6, 2014 (DIC0058029-DIC0058048) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver 0007957 to JPMC-Receiver_0007976

	DESCRIPTION	BATES RANGE
153.	Emails between Chittick and Beauchamp re 3 changes, dated March 11, 2014 (DIC0059836-DIC0059839) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0007977 to JPMC-Receiver_0007980
154.	Emails between Chittick and Beauchamp re your opinion, dated March 13, 2014 (DIC0060020-DIC0060022) in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0007981 to JPMC-Receiver_0007983
155.	Application for Preliminary Injunction and Appointment of Receiver, filed August 17, 2016 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142 (Clapper Deposition Exhibit 1130 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832)	JPMC-Receiver_0007984 to JPMC-Receiver_0007995
156.	Petition No. 19, Petition for Order Establishing Claims Procedures, filed February 17, 2017 in <i>Arizona Corporation Commission v. DenSco Investment Corporation</i> , CV2016-014142, obtained from Receiver's Website	JPMC-Receiver_0007996 to JPMC-Receiver_0008006
157.	Complaint, filed July 20, 2018 in <i>Davis v. Fischer Family Holdings, LLC, et al.</i> , CV2018-052830, obtained from Receiver's Website	JPMC-Receiver_0008007 to JPMC-Receiver_0008016
158.	Complaint, filed December 27, 2019 in <i>Davis v. Thomas P. Smith, et al.</i> , CV2019-057398, obtained from Receiver's Website	JPMC-Receiver_0008017 to JPMC-Receiver_0008025
159.	Yomtov Scott Menaged Deposition Transcript and Exhibits 1131-1151, taken September 23, 2019 and September 24, 2019 in <i>Davis v. Clark Hill, et al.</i> , CV2017-013832	JPMC-Receiver_0008026 to JPMC-Receiver_0008614
160.	Various Emails between Chittick and Menaged, dated May 15, 2013 through July 19, 2016	JPMC-Receiver_0008615 to JPMC-Receiver_0008804
161.	Letter from DenSco Investment Corporation to RPIM, dated January 6, 2013	JPMC-Receiver_0008805
162.	Letter from DenSco Investment Corporation to Win Group Insurance, dated April 24, 2013	JPMC-Receiver_0008806

The Chase Defendants may be in possession of additional documents relevant to this action. The Chase Defendants respectfully submit that the Receiver, through its

1 investigation and through discovery in the *Clark Hill* Action is in possession of  
2 voluminous documents that may be relevant to the claims and defenses in this action. The  
3 Chase Defendants reserve the right to identify additional documents and to amend or  
4 supplement this disclosure statement accordingly.

5 **X. SOURCES**

6 As provided in Rule 26.1, this disclosure includes required disclosures of  
7 information and documents in the Chase Defendants' possession, custody, and control at  
8 this time, and such required information and documents as have been ascertained or  
9 acquired by reasonable inquiry to date. The Chase Defendants base their disclosure, in  
10 part, on information from documents and witnesses, and this disclosure is not a party  
11 statement or admission by the Chase Defendants. The Chase Defendants reserve the right  
12 to supplement or amend this disclosure.

13  
14 Dated this 10th day of March, 2023.

15 GREENBERG TRAURIG, LLP

16  
17 By: /s/ Nicole M. Goodwin

18 Nicole M. Goodwin  
19 *Attorney for Defendants JPMorgan Chase*  
20 *Bank, N.A., Samantha Nelson, Kristofer Nelson,*  
21 *Vikram Dadlani, and Jane Doe Dadlani*  
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1 COPY of the foregoing served via E-Mail  
2 and U.S. Mail this 10th day of March, 2023 to:

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