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8
9 **SUPERIOR COURT OF ARIZONA**
10 **COUNTY OF MARICOPA**

11 Peter S. Davis, as Receiver of DenSco
Investment Corporation, an Arizona
12 corporation,

13 Plaintiff,

14 v.

15 Clark Hill PLC, a Michigan limited liability
company; David G. Beauchamp and Jane
16 Doe Beauchamp, husband and wife,

17 Defendants.

No. CV2017-013832

**DEFENDANTS' REBUTTAL
DISCLOSURE OF EXPERT WITNESS
DAVID PERRY**

(Commercial Case)

(Assigned to the Honorable Daniel Martin)

18 Pursuant to the Court's May 16, 2018 Scheduling Order, Defendants Clark Hill PLC
19 and David G. Beauchamp, hereby disclose the attached rebuttal report of David Perry.

20 DATED this 7th day of June, 2019.

21
22 **COPPERSMITH BROCKELMAN PLC**

23 By: 

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Davis

v.

Clark Hill PLC, et al.

Rebuttal Expert Report of David R. Perry

Sterling Group LLC

June 6, 2019

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LIST OF APPENDICES

Appendix BDocuments Considered - Updated

1. Background

1.1 Introduction

In accordance with the schedule for initial expert reports in this lawsuit, David R. Perry of Sterling Group LLC (“Sterling”) issued a report dated April 5, 2019 (“Initial Report”) and David B. Weekly of Fenix Financial Forensics LLC (“F3”) issued a report dated April 4, 2019 (“F3 Report”).

Sterling prepared this report after analyzing the F3 Report and other recently produced documents. An updated list of the documents considered by Sterling is attached at Appendix B. This report should be read in conjunction with the Initial Report to obtain a full understanding of Sterling’s opinions in this matter. Undefined capitalized terms in this report have the same meaning as in the Initial Report.

Sterling may revise or supplement its opinions if additional information is reviewed and/or further analysis is performed. Additionally, Sterling may prepare presentation materials, such as charts, tables and other forms of exhibits, to assist in explaining opinions at trial.

1.2 Liability

Sterling has not analyzed liability issues in the lawsuit and Sterling’s analysis provides no support for the Receiver’s liability claims against Defendants. If Defendants are not found liable for the Alleged Actions, all damage calculations are irrelevant.

2. Supplemental Main Opinions

Sterling’s analysis of the F3 Report and other recently produced documents did not result in any changes to the main opinions stated in the Initial Report but did result in the following supplemental main opinions:¹

- The net financial loss and prejudgment interest estimates in the F3 Report are overstated, inappropriate and speculative.
- DenSco’s net financial loss from Mr. Menaged’s frauds would have been approximately \$13.3 million lower if it is assumed that different actions by Defendants would have resulted in DenSco making no additional loans to Mr. Menaged after January 9, 2014.
- The actions of multiple individuals and entities other than Defendants should be considered in determining Defendants’ share, if any, of DenSco’s net financial loss from Mr. Menaged’s frauds.

¹ The basis for each of Sterling’s supplemental main opinions is discussed later in this report.

- The recoveries made by the Receiver so far and/or expected to be made in the future should be considered in determining Defendants' share, if any, of DenSco's remaining net financial loss from Mr. Menaged's frauds.²

3. F3's Net Financial Loss Estimate

F3's net financial loss estimate is comprised as follows:³

<i>Description</i>	<i>Amount</i>
Workout Loans	\$69,123
Non-Workout Loans	\$24,436,100
Total Loan Losses	\$24,505,223
Less: Menaged Related Recoveries	-\$667,585
Add: Menaged-Related Costs and Expenses	\$875,581
Total	\$24,713,219

3.1 Workout Loan Loss Estimate

The F3 Report states:

"[T]he additional funding paid by DenSco to resolve the double encumbered properties from the First Fraud are referred to as 'Workout Loans'."⁴

"F3 calculated DenSco's loan losses related to Workout Loans for transactions where the economic damages occurred after September 30, 2013. Loan loss damages for Workout Loans represent cash paid by DenSco to resolve their Menaged loan shortfalls ('Cash Out') less payments made by Menaged to DenSco on these loans ('Cash In')."⁵

"DenSco's net loan losses related to Workout Loans are \$69,123. The net loan losses include the \$236,307 for the 'Work Out 1 Million' account plus \$1,663,266 for the 'Work Out 5 Million' account reduced by Menaged principal and interest payments of \$1,830,450."⁶

F3's estimate of DenSco's loan loss related to Workout Loans is overstated and speculative for multiple reasons including:

² Later sections of this report provide information on (i) the recoveries made by the Receiver so far and/or expected to be received in the future and (ii) the fees and costs incurred by the Receiver.

³ F3 Report, page 4.

⁴ F3 Report, page 3.

⁵ F3 Report, page 3.

⁶ F3 Report, page 7.

- The F3 Report states the decision to calculate “DenSco’s loan losses related to Workout Loans for transactions where the economic damages occurred after September 30, 2013” was “[b]ased on advice from Counsel.”⁷ The F3 Report does not provide any further explanation of the basis for F3’s September 30, 2013 damage start date assumption.
- F3’s September 30, 2013 damage start date assumption is inconsistent with statements in the Receiver’s disclosure statement that allege DenSco would have stopped lending to Mr. Menaged in January 2014 if Defendants had “properly advised DenSco”. Specifically, the Receiver’s disclosure statement states:

“Had Clark Hill properly advised DenSco during the first week of January 2014, DenSco would have severed its relationship with Menaged, not made any new loans to Menaged, sought to rescind the initial Lobo losses, and not suffered the losses set forth in the attached schedule. Alternatively, had Clark Hill properly advised DenSco about documenting the non-workout loans, DenSco would not have suffered losses on the loans made after the second Lobo loan [on January 22, 2014].”⁸

- The Receiver’s damages theory assumes Defendants would have been able to convince Mr. Chittick to take different actions in January 2014 if they had “properly advised” him. Mr. Chittick had already decided on a plan and started to implement the plan before he met with Mr. Beauchamp in January 2014. Sterling has not analyzed Defendants’ ability to change Mr. Chittick’s mind in January 2014 about how he would deal with DenSco’s problems and/or conduct future business with Mr. Menaged.
- Even if it is assumed that Defendants would have been able to persuade Mr. Chittick to sever DenSco’s relationship with Mr. Menaged in January 2014, the First Fraud had already been completed by this time. Therefore, a damage estimate that was consistent with the allegations in the Receiver’s disclosure statement would include no loan loss for Workout Loans related to the First Fraud.
- The F3 Report fails to detail the specific loans and payments comprising the three amounts that F3 combined to estimate the \$69,123 net loan loss related to Workout Loans (i.e., \$236,307 for “Work Out 1 Million account”, \$1,663,266 for “Work Out 5 Million account”, and \$1,830,450 for “Menaged principal and interest payments”).⁹ As a result, Sterling was unable to check these amounts and/or identify specific errors made by F3, if any, in its computation of these amounts.¹⁰

⁷ F3 Report, page 3.

⁸ “Plaintiff’s Fifth Supplemental Disclosure Statement” dated November 14, 2018, page 135.

⁹ F3 Report, page 7. $\$236,307 + \$1,663,266 - \$1,830,450 = \$69,123$.

¹⁰ The detail provided in Exhibit E of the F3 Report related to Non-Workout Loans provides an example of the detail missing from the F3 Report related to Workout Loans.

3.2 Non-Workout Loan Loss Estimate

The F3 Report states:

“The Non-Workout Loans are the basis of the Second Fraud.”¹¹

“F3 calculated DenSco’s loan losses related to Non-Workout Loans beginning on January 22, 2014. These damage amounts were also calculated by determining the total ‘Cash Out’ minus ‘Cash In’ for Non-Workout Loans.”¹²

Table 3 summarizes the principal amount of all Menaged Non-Workout Loans reduced by principal pay-offs recorded by DenSco. In addition, DenSco collected and recorded \$5,053,796 of interest payments on paid off loans. We reduced the net unpaid principal amount by the interest payments to determine the net financial loss (Cash In minus Cash Out) for Non-Workout Loans.”¹³

“The net impact of the fictitious Non-Workout Loans during the Second Fraud resulted in over \$24 million in losses.”¹⁴

F3’s estimate of DenSco’s loan loss related to Non-Workout Loans is overstated and speculative for multiple reasons including:

- Mr. Menaged used some of the funds received from DenSco through the Non-Workout Loans to make payments to DenSco on loans that were omitted from F3’s damage analysis such as double-encumbered loans related to the First Fraud made on or before September 30, 2013 (“Omitted Loans”).
- Mr. Menaged would have made few, if any, payments to DenSco after January 2014 on the Omitted Loans if DenSco had stopped lending to him at that time as the Receiver alleges would have happened if Defendants had “properly advised” Mr. Chittick.
- DenSco’s net loss related to the First Fraud would have been higher if Mr. Menaged had made no payments on the Omitted Loans after January 2014.
- An appropriate damage analysis must consider the damage-reducing effect of Mr. Menaged’s payments on the Omitted Loans that would not have been made in the Receiver’s alleged but-for scenario and F3’s over \$24 million damage estimate does not do this.
- F3 claims DenSco’s losses from Mr. Menaged’s frauds exceeded \$38 million. Specifically, the F3 Report states:

¹¹ F3 Report, page 3.

¹² F3 Report, page 3.

¹³ F3 Report, pages 8 and 9.

¹⁴ F3 Report, page 3.

“DenSco’s total losses related to Workout Loans from the First Fraud were over \$14 million by the time of Chittick’s death. The net impact of the fictitious Non-Workout Loans during the Second Fraud resulted in over \$24 million in losses.”¹⁵

- DenSco’s net loss from Mr. Menaged’s frauds did not exceed \$38 million. The Receiver’s status report dated December 22, 2017 shows DenSco’s net loss from Mr. Menaged’s frauds was approximately \$31 million as follows:

“Based on the Receiver’s extensive analysis of Menaged’s bank records, DenSco’s bank records, and DenSco’s QuickBooks data, the Receiver determined that Menaged paid DenSco approximately \$15,328,635 in interest over the course of his borrowing relationships with DenSco. The Receiver subtracted the total interest paid by Menaged to DenSco (\$15,328,635) from Menaged’s loan balance (\$46,288,983) and determined that DenSco’s net loss from Menaged’s fraudulent activities is approximately \$30,960,348.

The Receiver negotiated a Settlement Agreement in which the Menageds consented to the entry of a nondischargeable civil judgment in favor of the Receiver in the amount of \$31,000,000 and an agreement that Menaged will cooperate with the Receiver’s ongoing investigation into activities relating to DenSco. On August 8, 2017, the Receiver filed a Petition for Order Approving Settlement Agreement with Yomtov Scott Menaged and Francine Menaged (see Petition No. 32). The Receivership Court signed the Order approving the Menaged Settlement Agreement on August 11, 2017.”¹⁶

- The Receiver’s analysis of the net loss suffered by DenSco’s investors is generally consistent with a net loss of approximately \$31 million resulting from Mr. Menaged’s frauds. Specifically, the Receiver’s status report dated December 23, 2016 states the net loss suffered by DenSco’s investors excluding Mr. Chittick was approximately \$29.5 million as follows:¹⁷

“There are multiple methods of calculating investor losses in investment fraud schemes. One method commonly used in receiverships is the net investment method, in which cash payments to investors are considered the return of principal. This method is consistent with the calculation of a theft loss described in Revenue Ruling 2009-9 and Revenue Procedure 2009-20. For the purposes of this discussion, the Receiver excluded the three (3) DenSco investment accounts held by Chittick.

Since DenSco was otherwise operating a functioning hard money lending business prior to the First Fraud, the Receiver proposes that accrued but unpaid interest dated

¹⁵ F3 Report, page 3.

¹⁶ Davis Deposition Exhibit 534, Exhibit A, page 7.

¹⁷ $\$31,911,465.77 - \$2,397,734.99 = \$29,513,730.78$.

prior to the date of insolvency should be considered principal, and any cash withdrawals after the date of insolvency should be considered the return of principal. Investor balances as of December 31, 2012 totaled \$39,790,901.56. DenSco paid out a net total of \$10,277,170.78 in cash to investors from January 1, 2013 forward.”

“Under this methodology, twenty-one (21) DenSco investors are net investment ‘winners’ who received cash in excess of their net investment balance as of the date of insolvency. All of the net investment ‘winners’ withdrew their investment balances during the period from the date of insolvency through June 30, 2016. In total, these net investment ‘winners’ received \$2,397,734.99, while the 114 net investment ‘losers’ have a combined net investment loss of \$31,911,465.77.”¹⁸

- The Initial Report estimates DenSco would have lost approximately \$17.7 million related to Mr. Menaged’s frauds if it had stopped doing business with Mr. Menaged as of January 9, 2014.¹⁹
- DenSco suffered an incremental net loss of approximately \$13.3 million because DenSco did not stop doing business with Mr. Menaged in January 2014. The \$13.3 million is the difference between (i) the overall net loss of approximately \$31 million that DenSco suffered as a result of Mr. Menaged’s frauds and (ii) the net loss of approximately \$17.7 million that DenSco would have suffered if it had stopped doing business with Mr. Menaged in January 2014.

3.3 Menaged-Related Recoveries, Costs and Expenses

The F3 Report states:

“When Plaintiff was appointed as Receiver, he set-up a new bank account and began recording all DenSco transactions in a new set of books. The Receiver Status Report dated March 11, 2019 (‘March 2019 Status Report’) identifies ‘Menaged-Related Recoveries’ and ‘Menaged-Related Disbursements’ as of March 11, 2019. The March 2019 Status Report discloses the Plaintiff has recovered \$667,585 from Menaged related enterprises. Plaintiff has also incurred \$875,581 of costs and expenses to recover these amounts, which consists of \$292,809 of direct costs and \$582,772 of Receiver allocated costs and expenses.”²⁰

Based on the above, the actions taken by the Receiver to recover from Mr. Menaged’s enterprises have so far resulted in a *net cost* as opposed to a *net recovery* for DenSco. Specifically, the Receiver has spent approximately \$0.9 million to recover approximately \$0.7 million, which is a net cost of approximately \$0.2 million.²¹

¹⁸ Davis Deposition Exhibit 479, Exhibit A, page 12.

¹⁹ Initial Report, page 26 and Appendix M.

²⁰ F3 Report, page 9.

²¹ \$875,581 - \$667,585 = \$207,996.

The F3 Report provides no basis for why the approximately \$0.2 million net cost should be borne by Defendants. Defendants did not (i) cause Mr. Menaged to have minimal assets and/or (ii) dictate the actions taken by the Receiver. Furthermore, some, if not all, of the same types of costs (e.g., receivership, bankruptcy, collection actions) would likely still have been incurred in the Receiver's alleged but-for scenario (i.e., if DenSco had made no additional loans to Mr. Menaged after January 2014).

Additionally, approximately \$0.6 million of the \$0.9 million of costs incurred by the Receiver are allocations of amounts paid to the Receiver's firm and counsel.²² Sterling understands the Receiver has not produced the underlying invoices from the Receiver's firm and counsel. Therefore, Sterling was unable to analyze the basis or propriety of the allocations made by the Receiver and relied upon by F3.

3.4 Apportionment and Recoveries

The F3 Report states:

“The March 2019 Status Report describes settlements with Menaged and the Chittick Estate along with potential claims against Financial Institutions, Active Funding Group, LLC and Property of Joseph Menaged. We understand that these settlements and claims could impact the damages we have computed. We express no opinion in this report regarding apportionment of damages. However, we will amend this report if necessary, for any net recoveries or other costs and expenses that may impact our calculations.”²³

Defendants claim many “...persons or entities, who are not parties to this action, caused or contributed to all or part of the damages alleged by Plaintiff in this case.”²⁴ Defendants claim non-parties at fault include, but are not limited to, Mr. Menaged, Mr. Chittick, JP Morgan Chase Bank, US Bank and AFG. Sterling understands an appropriate damage award against Defendants, if any, should take account of the relative contribution of all individuals and entities to the losses suffered by DenSco from Mr. Menaged's frauds. The net loss estimates in the F3 Report include no apportionment for the relative contribution of individuals and entities other than Defendants.

Additionally, the Receiver's most recent status report dated March 11, 2019 states:

- The Receiver has already recovered approximately \$3.1 million from Mr. Chittick's estate and has an additional \$5 million allowed claim in the probate proceeding.²⁵ The approximately \$3.1 million already recovered is comprised as follows:

²² F3 Report, page 9; Receiver 5195.

²³ F3 Report, page 9.

²⁴ “Defendants’ Notice of Non-Parties at Fault” dated June 7, 2018, page 1.

²⁵ Receiver's March 11, 2019 status report, pages 6, 15 and 16.

<i>Description</i>	<i>Amount</i>
Defined Benefit Plan (Net of Certain Fees Incurred)	\$1,840,533
Federal & State Tax Refunds (Net of Certain Fees Incurred)	\$1,352,777
Cash Collected from Chittick Estate	\$551,140
Payment to Chittick Estate	-\$675,000
Total	\$3,069,450

- The Receiver has already recovered approximately \$0.1 million from the DenSco investors who were net investment winners from the Ponzi scheme and is taking actions to recover some, if not all, of an additional approximately \$1.7 million from the Ponzi scheme net investment winners.²⁶
- The Receiver expects to recover approximately \$0.7 million from funds seized from a bank account in the name of Joseph Menaged and could make additional recoveries from two real estate forfeiture actions involved property in the name of Joseph Menaged.²⁷
- The Receiver may recover from JP Morgan Chase Bank and US Bank as a result of claims related to the cashier's check scheme that was part of the Second Fraud.²⁸
- The Receiver may recover from AFG as a result of claims related to its participation in Mr. Menaged's frauds.²⁹
- As discussed earlier in this report, the Receiver has (i) already recovered approximately \$0.4 million related to Mr. Menaged's enterprises (before any allocation of fees paid to the Receiver's firm and counsel) and (ii) has a \$31 million non-dischargeable judgment against Mr. Menaged.³⁰
- The Receiver has already collected approximately \$5.8 million related to non-Menaged loans and one non-Menaged loan of approximately \$0.2 million remains outstanding.³¹
- The Receiver has already distributed approximately \$7 million to the DenSco investors that were net investment losers, which represented approximately 22.3% of approved claims.³²

²⁶ Receiver's March 11, 2019 status report, pages 7 to 9 and 15.

²⁷ Receiver's March 11, 2019 status report, page 11. $\$709,405.40 \times 93.7\% = \$664,713$.

²⁸ Receiver's March 11, 2019 status report, page 10. The Receiver prepared an analysis showing the two banks assisted Mr. Menaged in the Second Fraud by issuing and redepositing approximately 1,400 cashier's checks with a total value of approximately \$319 million in less than 18 months (RECEIVER 5133).

²⁹ Receiver's March 11, 2019 status report, pages 10 and 11.

³⁰ $\$667,585 - \$292,809 = \$374,776$ (Receiver's March 11, 2019 status report, pages 15 and 16).

³¹ Receiver's March 11, 2019 status report, pages 1 and 15.

³² Receiver's March 11, 2019 status report, page 4.

The Receiver's most recent status report does not include an estimate of total expected future recoveries and/or total expected future distributions to DenSco's investors.

The recoveries made by the Receiver so far and/or expected to be made in the future should be considered in determining Defendants' share, if any, of DenSco's remaining net financial loss from Mr. Menaged's frauds.

3.5 Professional Fees

The Receiver had spent approximately \$2.1 million on professional fees through March 11, 2019. The approximately \$2.1 million is comprised as follows:³³

<i>Description</i>	<i>Amount</i>
Professional Fees to Receiver's Counsel	\$1,006,139
Professional Fees to Receiver's Firm	\$774,435
Professional Fees to Six Additional Law Firms	\$359,241
Total	\$2,139,815

Sterling understands the Receiver has not produced the underlying invoices from the Receiver's firm and counsel. Therefore, Sterling has unable to analyze the approximately \$1.8 million of professional fees paid to the Receiver's firm and counsel so far. As discussed earlier in this report, approximately \$0.6 million was purportedly related to work performed on Mr. Menaged's enterprises.³⁴

Additionally, Sterling understands the Receiver has so far not produced the underlying invoices from the six additional law firms totaling approximately \$0.4 million. The majority of the approximately \$0.4 million was paid to two law firms, Snell & Wilmer, LLP and Frazer Ryan Goldberg & Arnold, LLP.

3.6 Prejudgment Interest

The F3 Report contains prejudgment interest calculations requested by the Receiver's counsel.³⁵

As discussed in the Initial Report, any economic damages in this lawsuit are not liquidated or a sum certain. Numerous assumptions are needed to estimate how, if at all, the losses suffered by DenSco and/or its Investors would have differed from the realized amounts if Defendants had acted differently. Therefore, Sterling understands prejudgment interest may not be applicable.

Even if it is assumed that prejudgment interest is applicable, F3's calculations are overstated and inappropriate for multiple reasons including:

³³ Receiver's March 11, 2019 status report, page 16.

³⁴ F3 Report, page 9; Receiver 5195.

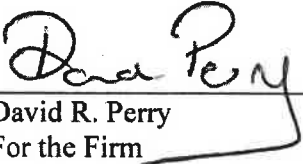
³⁵ F3 Report, page 10 and Exhibit F.

- F3's prejudgment interest calculations are based on F3's overstated and speculative net loss estimates for Workout Loans and Non-Workout Loans.

F3's prejudgment interest calculations include interest on the approximately \$0.2 million net cost that the Receiver has purportedly incurred related to Mr. Menaged's enterprises. The inclusion of interest on this amount is inappropriate and speculative for reasons discussed earlier in this report. Furthermore, the approximately \$0.2 million net cost incurred by the Receiver includes receipts and payments through March 11, 2019 yet F3's two alternative interest calculations start on August 31, 2016 and October 17, 2017. Little, if any, of the Receiver's costs related to Mr. Menaged's enterprises had been incurred by August 31, 2016 and an unknown portion by October 17, 2017.³⁶ It is inappropriate and wrong to start an interest calculation before the underlying amounts were incurred.

4. Signature

Sterling may update this analysis if further information is provided and/or additional analysis is performed.



David R. Perry
For the Firm

6/6/19
Date

³⁶ The Receiver was only appointed on 13 days earlier on August 18, 2016 (F3 Report, page 1).

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Documents Considered - Updated**

1. Court Filings

- “Complaint” dated October 16, 2017
- “Answer” dated January 8, 2018
- “Notice of Services of Preliminary Expert Opinion Declaration” dated March 9, 2018 and declaration of Mark T. Hiraide
- “Plaintiff’s Initial Disclosure Statement” dated March 9, 2018 and Exhibits A through E
- “Defendants’ Initial Rule 26.1 Disclosure Statement” dated March 9, 2018
- “Scheduling Order” dated May 16, 2018
- “Defendants’ Notice of Non-Parties at Fault” dated June 7, 2018
- “Plaintiff’s Fourth Disclosure Statement” dated July 11, 2018
- “Plaintiff’s Fifth Disclosure Statement” dated November 14, 2018 and Appendix A
- “Plaintiff’s Disclosure of Expert Witness Report Re: Damages” dated April 4, 2019 and attached report by David B. Weekly of Fenix Financial Forensics LLC dated April 4, 2019

2. Transcripts and Exhibits:

- Transcript from Mr. Menaged’s October 20, 2016 rule 2004 examination and Exhibits 1 to 12
- Transcript from Mr. Menaged’s December 8, 2017 interview/deposition
- Exhibits 1 to 102 to Mr. Schenck’s June 19, 2018 deposition
- Exhibits 103 to 197 and 199 to 436 to Mr. Beauchamp’s July 19, 2018 deposition
- Exhibits 437 to 452 to Ms. Hauer’s August 22, 2018 deposition
- Exhibits 453 to 470 to Mr. Sifferman’s August 31, 2018 deposition
- Transcript from Mr. Davis’ November 16, 2018 deposition and Exhibits 471 to 550
- Transcript from Mr. Koehler’s December 17, 2018 deposition and Exhibits 647 to 662
- Transcript from Mr. Preston’s January 25, 2019 deposition and Exhibits 681 to 696

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3. Documents labeled:

- BC 1959 to 1962, 1965 to 1978, 2013, 2021 to 2025, 2912 to 2981 and 3074 to 3093
- CH 46 to 49, 212 to 227, 245 to 265, 368 to 376, 513 to 523, 636, 708 to 710, 803 to 810, 816 to 818, 828 to 850, 914, 956 to 968, 1015 to 1021, 1087 to 1091, 1129 to 1130, 1135 to 1136, 1176 to 1182, 1224 to 1227, 1410 to 1418, 1433, 1445 to 1465, 1494 to 1499, 1502 to 1503, 1574 to 1575, 1595, 1606 to 1618, 1632 to 1654, 1672 to 1686, 1689, 1758, 1787 to 1803, 1807 to 1815, 1819 to 1835, 1928, 1930 to 1953, 2014, 2017 to 2021, 2024 to 2032, 2045 to 2132, 2308 to 2317, 2321 to 2322, 2338 to 2340, 2405, 2503, 2507 to 2540, 2591 to 2608, 2611 to 2629, 2673 to 2679, 2739 to 2774, 2825 to 2827, 2887 to 2923, 2935 to 2981, 3609 to 3627, 3696 to 3715, 3746 to 3782, 3869 to 3871, 4202 to 4204, 4206 to 4207, 4294 to 4314, 4324 to 4332, 4886 to 4890, 5221 to 5226, 5263 to 5265, 5289 to 5291, 5451 to 5453, 5550, 5728, 5790 to 5807, 5916 to 5920, 6376 to 6379, 6381 to 6383, 6655, 6694 to 6708, 7183 to 7186, 8016 to 8024, 8028 to 8045, 8054 to 8066, 8320 to 8343, 8361 to 8369, 8434 to 8437, 8445 to 8447, 8475 to 8487, 8940 to 8942, 8985 to 8987, 9027 to 9030, 9195 to 9196, 9219 to 9222, 9714 to 9715, 9889, 10087, 10225 to 10226, 10228 to 10229, 10243 to 10244, 10357 to 10358, 10428 to 10432, 10474 to 10483, 11140 to 11145, 13387 to 13393, 13481 to 13487, 13617 to 13623, 14215 to 14217, 14225 to 14227, 14538 to 14542, 14572 to 14575, 14585 to 14588, 14596 to 14599, 14625, 14634 to 14641, 14682 to 14693, 15071 to 15073, 17997 to 18010 and 18012 to 18013
- CHIT 1 to 19, 1879 to 1880 and 1885 to 1886
- D 100857 to 100930, 127389 to 127405, 134585 to 134598 and 147529 to 150198
- DIC 53 to 69, 942, 965 to 1032, 1158 to 1167, 2357 to 2424, 2445, 3336 to 3338, 3340 to 3342, 3344 to 3418, 3427 to 3442, 3481 to 3483, 3486 to 3487, 3490 to 3491, 3495 to 3575, 3612 to 3620, 3633 to 3634, 3637 to 3639, 3655 to 3657, 3660 to 3661, 3667 to 3668, 3693 to 3696, 5382 to 5387, 5395, 5398 to 5407, 5410 to 5411, 5413 to 5414, 5418 to 5425, 5427 to 5437, 5439 to 5442, 5444 to 5447, 5550 to 5553, 5558 to 5567, 6050, 6177, 6203 to 6208, 6219 to 6220, 6236 to 6244, 6261 to 6263, 6266 to 6269, 6272 to 6288, 6322 to 6326, 6330 to 6331, 6334 to 6335, 6340 to 6341, 6346 to 6347, 6364 to 6365, 6371 to 6372, 6384 to 6385, 6388 to 6389, 6397 to 6398, 6402 to 6403, 6420 to 6421, 6429 to 6431, 6435 to 6436, 6441 to 6442, 6449 to 6450, 6452 to 6453, 6458, 6462 to 6463, 6465 to 6468, 6495 to 6496, 6504 to 6506, 6516 to 6518, 6526, 6533 to 6536, 6539 to 6540, 6549 to 6550, 6552 to 6553, 6558 to 6559, 6568 to 6569, 6576 to 6581, 6590 to 6599, 6607, 6611 to 6614, 6625 to 6630, 6651 to 6653, 6663 to 6664, 6676 to 6681, 6686 to 6690, 6695, 6702 to 6704, 6757 to 6758, 6761 to 6763, 6790 to 6791, 6797 to 6798, 6803 to 6806, 6822 to 6823, 6831 to 6836, 6847 to 6850, 6874 to 6876, 6879 to 6880, 6894 to 6895, 6904 to 6909, 6911 to 6914, 6931 to 6960, 6963 to 6966, 6976 to 6978, 6992 to 7002, 7012 to 7014, 7017 to 7019, 7028 to 7029, 7032 to 7035, 7037 to 7041, 7061 to 7062, 7070 to 7071, 7074 to 7076, 7084 to 7087, 7094 to 7096, 7102 to 7107, 7125 to 7126, 7152, 7221 to 7222, 7293, 7313 to 7314, 7324 to 7327, 7512 to 7515, 7521 to 7525, 8049, 8063, 8579 to 8581, 8584 to 8590, 8639, 8653 to 8656, 8660 to 8800, 8802 to 8945, 8950 to 9019, 9315 to 9318, 9462 to 9500, 9519 to 9522, 9528, 9565 to 9570,

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9575 to 9584, 9587 to 9590, 9596 to 9598, 9610 to 9611, 9620 to 9621, 9632 to 9634, 9636 to 9645, 9678 to 9685, 9702 to 9704, 9771 to 9778, 9825 to 9829, 9840 to 9844, 9874 to 9879, 9904 to 9907, 9932 to 9936, 9939 to 9946, 10017 to 10022, 10035 to 10039, 10042, 10065 to 10068, 10071 to 10079, 10111 to 10115, 10125 to 10126, 10134 to 10136, 10140 to 10143, 10150 to 10151, 10157 to 10158, 10160 to 10161, 10220 to 10221, 10228 to 10233, 10237 to 10244, 10248, 10264 to 10265, 10328, 10341 to 10342, 10460 to 10461, 10463 to 10464, 10469 to 10473, 10481 to 10483, 10486 to 10503, 10509 to 10511, 10522 to 10523, 10527 to 10528, 10544 to 10562, 10609 to 10610, 10731 to 10834, 10894, 10896, 10900 to 10912, 10914 to 10934, 10936 to 10941, 10943 to 10948, 10950 to 10952, 10955 to 10959, 10970, 10976, 10993 to 11005, 11018 to 11025, 11051 to 11054, 11104 to 11113, 11128 to 11136, 11212 to 11217, 11255 to 11265, 11339 to 11342, 11356 to 11357, 11362, 11367 to 11368, 11373 to 11375, 11391 to 11399, 11416 to 11417, 11427 to 11428, 11444, 11507 to 11508, 11513 to 11516, 11626, 11665 to 11667, 11813 to 11815, 11830 to 11833, 11836 to 11838, 11851 to 11854, 11861 to 11863, 11892 to 11894, 11897 to 11902, 11918 to 25330, 37682 to 37687, 37694 to 37699, 52993 to 52994, 53951 to 57145 and 70481 to 70840

- DOCID 58039 to 58040, 60449, 62190, 62697, 65266 to 65267, 66228, 67119, 68100 to 68103 and 71543 to 71544
- DP 1 to 534 and 594 to 601
- RECEIVER 1 to 176, 190 to 204, 1308 to 1324, 1326 to 1327, 1340 to 1345, 1479, 1549 to 1551 and 1566 to 1573, 4897 to 5186 and 5189 to 5196
- R-RFP-Response 792 to 816 and 917

4. Documents without Bates numbers:

- DenSco QuickBooks files
- Documents with description “Box 148 - Docs supporting Receiver’s solvency analysis”
- September 2012 emails related to multiple properties with two loans
- Bills, billing information and engagement letters related to Mr. Preston’s work for DenSco
- Letter from Geoffrey Sturr to John DeWulf dated January 17, 2018
- “Petition No. 71 – Petition for Order Approved Receiver’s Status Report dated March 15, 2019 and attached Status Report dated March 11, 2019
- “The Ponzi Book – A Legal Resource for Unraveling Ponzi Schemes” Kathy Bazoian Phelps & Hon. Steven Rhodes, LexisNexis, 2012

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5. Information from:

- aicpa.org
- denscoreceiver1.godaddysites.com
- federalreserve.gov
- irs.gov
- kirkland.com
- prestoncpa.biz