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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN THE COUNTY OF MARICOPA**

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

Plaintiff,

v.

U.S. Bank, NA, 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 Kumbalek and Kristofer Nelson,  
a married couple; and Vikram Dadlani and  
Jane Doe Dadlani, a married couple,

Defendants

No. CV2019-011499

**PLAINTIFF'S FIRST  
SUPPLEMENTAL RULE 26.1  
DISCLOSURE STATEMENT**

For its First Supplemental Disclosure Statement, Plaintiff Peter S. Davis, as Receiver of DenSco Investment Corporation, sets forth the following:

**I. FACTUAL BASIS OF CLAIMS**

From July 2001 to July 2016, DenSco Investment Corporation ("DenSco") raised approximately \$85 million from investors. Among other things, DenSco told its investors that (i) it would make short-term "hard money" loans to "foreclosure specialists" who

1 were buying foreclosed homes, and (ii) the loans would be “secured through first position  
2 trust deeds” so that DenSco would, in the event a borrower defaulted, recover the loaned  
3 funds by taking possession of the property.

4 Yomtov Scott Menaged (“Menaged”) defrauded DenSco in two distinct frauds. In  
5 the first fraud, which ended in the latter half of 2013, Menaged borrowed money from  
6 both DenSco and another lender, using the same property as security, leaving DenSco  
7 undersecured on hundreds of properties. Menaged used the funds he borrowed from  
8 DenSco for his own purposes.

9 In early 2014, DenSco established new procedures to ensure Menaged used its  
10 loans to acquire property that would be secured by first position loans by, among other  
11 things, wiring monies to accounts that Menaged maintained with Defendant US Bank,  
12 N.A. and Defendant JP Morgan Chase Bank, N.A., respectively, and then having  
13 Menaged provide copies of cashier’s checks that on their face were to be used to  
14 purchase specific properties. In the second fraud, Menaged evaded these procedures  
15 by not using these checks for their intended purpose, immediately redepositing them  
16 and converting the funds for his personal use. The new procedures required Menaged  
17 to provide the trustee’s receipt for the proceeds. Menaged falsified the receipts.

18 Nearly every business day between January 2014 and June 2015, for more than  
19 1,400 transactions, Defendant banks, their named employees and their senior managers  
20 substantially assisted, authorized, ratified, and recklessly tolerated Menaged’s unlawful  
21 conduct. Defendants knew that Menaged was in the business of purchasing foreclosed  
22 properties, that Menaged had a fiduciary relationship with DenSco, and that DenSco  
23 wired Menaged monies to issue cashier’s checks for the specific purpose of purchasing  
24 foreclosed properties with DenSco funds. Defendants knew Menaged did not use these  
25 funds for their intended purpose, as, almost immediately after they were issued,  
26 Menaged re-deposited these cashier’s checks, later using these monies for personal and  
27 business expenses unrelated to DenSco.

1 Defendants substantially assisted and recklessly tolerated Menaged's unlawful  
2 conduct by, among other things, preparing a cashier's check for each transaction,  
3 stamping on the back of most of the checks "Not Used for Intended Purposes,"  
4 observing Menaged or his agent photograph the fronts of the checks, preparing deposit  
5 slips and assisting Menaged in re-depositing the cashier's checks immediately after the  
6 photos had been taken, and assisting Menaged use these funds, by, among other things,  
7 avoiding bank policies to facilitate immediate cash withdrawals, transferring monies to  
8 Menaged's personal accounts, and helping him use these funds to pay various casinos.  
9 Through their knowledge and substantial assistance, Defendants aided and abetted  
10 Menaged in defrauding DenSco, converting DenSco's monies and breaching his  
11 fiduciary duties to DenSco.

12 Menaged defrauded DenSco, committed theft of its property, and laundered the  
13 monies DenSco wired to him to purchase these properties. Defendants transacted,  
14 transferred or received DenSco's monies knowing that they belonged to DenSco and  
15 not Menaged, and that those monies were the proceeds of Menaged's theft, fraud  
16 scheme and money laundering. Defendants authorized, ratified or recklessly tolerated  
17 Menaged's unlawful conduct and are therefore liable under Arizona's civil racketeering  
18 laws for Menaged's conduct.

19 Plaintiff brings this action to recover compensatory damages for the financial  
20 losses DenSco suffered as a result of Defendants' aiding and abetting Menaged's fraud,  
21 conversion, and breaches of fiduciary duty, and Defendants' civil racketeering.

22 **A. Parties**

23 DenSco is an Arizona corporation that began operating in April 2001. Its  
24 primary business was making short-term, high-interest loans to "foreclosure  
25 specialists" who bought homes that were being foreclosed upon, usually through a  
26 trustee's sale. DenSco's office was in Chandler, Arizona. Denny Chittick ("Chittick")  
27 was DenSco's sole shareholder. He was the Company's only Director, served as its  
28 President, Vice President, Treasurer, and Secretary, and was its only employee.

1 Plaintiff was appointed as DenSco's Receiver in *Arizona Corporation Commission v.*  
2 *DenSco Investment Corporation, an Arizona Corporation*, Maricopa County Superior  
3 Court, Case No. CV2016-014142 (the "Receivership Court"). He has obtained  
4 approval from the Receivership Court to pursue this action.

5 Defendant US Bank, N.A. is a national banking association that is authorized to  
6 conduct business in the State of Arizona and which maintains branches in Maricopa  
7 County, among other places. Defendant Hilda Chavez was an employee and branch  
8 manager for US Bank in Maricopa County. She is an Arizona resident who is married  
9 to Defendant John Doe Chavez. Hilda Chavez ("Chavez") was acting for the benefit  
10 of her marital community during the relevant time period.

11 Defendant JP Morgan Chase Bank, N.A. ("Chase") is a national banking  
12 association that is authorized to conduct business in the State of Arizona and which  
13 maintains branches in Maricopa County, among other places. Defendant Samantha  
14 Nelson (formerly known as Samantha Kumbalek) was an employee, assistant branch  
15 manager and branch manager for Chase in Maricopa County. She is an Arizona resident  
16 who is married to Defendant Kristofer Nelson. Samantha Nelson ("Nelson") was acting  
17 for the benefit of her marital community during the relevant time period. Defendant  
18 Vikram Dadlani was a Chase employee and branch manager in Maricopa County. He  
19 is married to Defendant Jane Doe Dadlani. Vikram Dadlani ("Dadlani") was an  
20 Arizona resident and was acting for the benefit of his marital community during the  
21 relevant time period.

## 22 **B. Menaged's Fraud Schemes**

23 Upon information and belief, Menaged was the sole member of Easy  
24 Investments, LLC ("Easy Investments"). Upon information and belief, Menaged was  
25 the sole member of Arizona Home Foreclosures, LLC ("AZHF"). Menaged held  
26 himself, Easy Investments, and AZHF to be in the business of purchasing homes being  
27 foreclosed upon at trustee's sales.

1 DenSco made “hard money loans” to Menaged, Easy Investments, and AZHF  
2 for the purpose of purchasing foreclosed properties at trustees’ sales (the “DenSco Loan  
3 Proceeds”). Menaged established a business relationship with DenSco in  
4 approximately 2007. Over the years, Menaged developed with Chittick a personal  
5 friendship and a business relationship such that DenSco put its trust and confidence in  
6 Menaged’s integrity and fidelity. Menaged betrayed his fiduciary relationship with  
7 DenSco, and the oral and written commitments he made to DenSco, by perpetrating  
8 two separate and distinct fraudulent schemes against DenSco.

9 In the first scheme (the “First Fraud”), which ended in the latter half of 2013, on  
10 multiple occasions, Menaged obtained loans from DenSco and another hard money  
11 lender to acquire property being sold through a trustee’s sale that was intended to be  
12 secured by that property. This resulted in DenSco being undersecured on multiple loans  
13 and the DenSco Loan Proceeds being used by Menaged for other purposes. Menaged  
14 was able to orchestrate the First Fraud in part because Chittick funded DenSco’s loans  
15 by paying the proceeds directly to Menaged rather than the trustee or escrow company  
16 conducting the trustee’s sale.

17 Chittick discovered the First Fraud in or around November 2013. On  
18 November 27, 2013, in a face-to-face meeting, Chittick confronted Menaged about the  
19 loans he had obtained from DenSco and another hard money lender for the same  
20 property. Menaged falsely said that his wife had cancer and that his “cousin” had  
21 masterminded and perpetrated the First Fraud while he was distracted by caring for his  
22 sick wife. Chittick, believing Menaged’s story, agreed with Menaged that DenSco  
23 would continue loaning money to Menaged’s entities so that DenSco and Menaged  
24 could jointly and collaboratively “work out” the problem loans that resulted from the  
25 conduct of Menaged’s alleged cousin. DenSco relied upon Menaged’s representations  
26 that he would use all future loans from DenSco for their intended purpose and would  
27 work closely with DenSco to complete the “work out” plan. DenSco’s decision to put  
28 trust and confidence in Menaged, and to rely upon him as a fiduciary to effectuate the

1 “work out” plan, is reflected in numerous written communications between Chittick  
2 and Menaged that began in December 2013 and continued for years thereafter, as well  
3 as a Term Sheet that DenSco, Menaged, Arizona Home Foreclosures, LLC and Easy  
4 Investment, LLC signed in January 2014.

5 In January 2014, Chittick sought advice from DenSco’s attorney, David  
6 Beauchamp (“Beauchamp”) about his plan to continue DenSco’s lending relationship  
7 with Menaged’s entities. DenSco eventually entered into a Forbearance Agreement  
8 with Menaged and his entities under which DenSco would forbear its rights and  
9 remedies against Menaged and his entities, provided Menaged would among other  
10 things, pay certain sums and take other actions to repay the amounts owed to DenSco,  
11 including the actions Menaged had previously agreed to take to effectuate the “work  
12 out” plan.

13 While DenSco continued to rely on Menaged’s integrity and fidelity in fulfilling  
14 the commitments that he and his entities had made to effectuate the “work out” plan, in  
15 January 2014, Chittick, on Beauchamp’s advice, took steps to protect DenSco from any  
16 further misappropriation of its loan proceeds by requiring Menaged to document his  
17 receipt and use of those loan proceeds, which DenSco had not previously required.  
18 Specifically, DenSco agreed to continue wiring money to Menaged but required  
19 Menaged to provide, for each loan made for a specific property, copies of: (i) the  
20 individual cashier’s check issued by Menaged’s bank made payable to the respective  
21 foreclosure trustee, with DenSco’s name and the property address in the memo line,  
22 and (ii) the corresponding receipt Menaged received from the trustee for the purchase  
23 of that property.

24 Chittick, relying on and trusting Menaged, did not believe that Menaged had  
25 perpetrated the First Fraud and continued to accept as true, Menaged’s stories about his  
26 cousin and his wife’s compromised health. Chittick understood that he owed fiduciary  
27 duties to his investors, many of whom were family members or friends, to recoup  
28 DenSco’s losses from the First Fraud and to protect DenSco from further losses. He

1 relied on DenSco's counsel, Beauchamp, in implementing these new procedures and  
2 believed they would adequately protect DenSco from any further misappropriation of  
3 loan proceeds. Chittick and DenSco continued to rely on Menaged's integrity and  
4 fidelity in fulfilling the commitments that Menaged and his entities had made to  
5 effectuate the "work out" plan.

6 Menaged, however, fooled Chittick a second time and began a systematic and  
7 comprehensive scheme to defraud DenSco by obtaining, but then immediately  
8 redepositing, cashier's checks, and creating false receipts documenting the fictitious  
9 purchase of real estate at a trustee's sale, and signing false deeds and contracts (the  
10 "Second Fraud"). As part of the Second Fraud, Menaged obtained over 1,400 loans  
11 from DenSco beginning in January 2014. Menaged did not use these loan proceeds for  
12 their intended purpose—to purchase real estate at a trustee's sale.

13 Starting in January 2014, Menaged emailed to DenSco nearly every weekday a  
14 list of properties in foreclosure proceedings ("Identified Properties"). In those emails,  
15 Menaged misrepresented that (i) he was the winning bidder on the listed properties at a  
16 trustee's sale, (ii) his companies, Easy Investments or AZHF, needed financing to  
17 purchase the Identified Properties, and (iii) he would use DenSco's loaned funds to  
18 complete the purchase of the Identified Properties. These emails included, among other  
19 things, the addresses of the Identified Properties and the purchase prices needed to be  
20 reflected in the loan amounts.

21 Menaged never intended to purchase the Identified Properties. Rather, he  
22 intended for DenSco to rely on these material misrepresentations and wire him the  
23 DenSco Loan Proceeds that he would convert for his personal use. DenSco relied on  
24 these material misrepresentations and continued to wire the DenSco Loan Proceeds to  
25 Menaged. Menaged concealed from DenSco his scheme and his wrongful actions.  
26 DenSco was damaged as a result of Menaged's fraudulent scheme.

1                   **C.     The US Bank Defendants Knew of, Substantially Assisted, and**  
2                   **Recklessly Tolerated Menaged's Unlawful Conduct**

3                   From December 2012 through May 2016, Menaged and Easy Investments  
4 maintained a series of accounts with US Bank. Menaged banked at US Bank's branch  
5 located at 6611 W. Bell Road, Glendale, Arizona (the "US Bank Branch"). US Bank  
6 assigned its Vice President Julia A. Wanta ("Wanta") to serve as Menaged's Private  
7 Banking Relationship Manager to oversee and facilitate Menaged's relationship with  
8 US Bank.

9                   Defendant Chavez worked at US Bank and was the manager of the US Bank  
10 Branch. Chavez was Menaged's main contact at US Bank. She committed the  
11 wrongful acts set forth below while conducting official US Bank business. On  
12 information and belief, Wanta and other US Bank senior managers authorized, ratified  
13 or recklessly tolerated the account activity that Chavez directed and supervised. US  
14 Bank and Defendant Chavez may be referred to as "the US Bank Defendants."

15                  Menaged told the US Bank Defendants that, through Easy Investments, he was  
16 in the business of purchasing foreclosed properties at public auctions. Menaged further  
17 told the US Bank Defendants of his business relationship with DenSco, including the  
18 fact that DenSco funded these transactions, lending money to Easy Investments for the  
19 purpose of buying foreclosed homes. Between January 13 and April 7, 2014, DenSco  
20 wired to Menaged's Easy Investments US Bank account \$7,228,002 in DenSco Loan  
21 Proceeds for the purpose of issuing cashier's checks to purchase 40 separate Identified  
22 Properties.

23                  The US Bank Defendants knew of Menaged's business relationship with  
24 DenSco and knew DenSco was the source of these monies, as each wire transfer  
25 included the name of the originator -- "DenSco Investment Corporation" -- the entity  
26 the US Bank Defendants knew was the funding source for Menaged's Easy Investments  
27 home foreclosure business. Between January 13 and April 7, 2014, approximately 78%  
28

1 of the deposits to Menaged's US Bank Easy Investments account consisted of the  
2 DenSco Loan Proceeds wired to Menaged to purchase the Identified Properties.

3 On or about the day DenSco wired monies to the Easy Investments account,  
4 Menaged, or his assistant, Veronica Castro, visited the US Bank Branch, where Chavez  
5 and other US Bank employees assisted them. Among other things, Chavez and other  
6 US Bank employees issued cashier's checks made payable to the trustee for each of the  
7 Identified Properties. Chavez and other US Bank employees printed on each check in  
8 the remitter line: "DenSco Payment [and address of the property]" or "DenSco [and  
9 address of the property]".

10 For each of the 40 checks, which totaled \$6,823,039, Menaged did not use the  
11 check for its intended purpose – the payment to the trustee for the purchase of real  
12 property described on each check. Rather, Menaged or Castro took a photo of each  
13 check while at the US Bank Branch, usually in the presence of Chavez or another US  
14 Bank employee. After taking these photos, Menaged or Castro had Chavez or another  
15 US Bank employee re-deposit the check into Easy Investments' bank account.

16 Upon information and belief, neither Chavez nor any US Bank employee asked  
17 Menaged or Castro why, at least 40 times, they undertook to have US Bank draft  
18 cashier's checks clearly and expressly intended to purchase from trustees specific  
19 foreclosed homes as part of Menaged's business partnership with DenSco, take photos  
20 of those checks and then immediately re-deposit them. A single such transaction lacks  
21 any legitimate business or banking purpose. Forty or more of them, involving nearly  
22 \$7 million dollars, is inexplicable.

23 For every one of these issued and redeposited cashier's checks, Menaged or  
24 Castro emailed a photo of the check to DenSco as proof that the DenSco Loan Proceeds  
25 were being used for their intended purpose. Menaged or Castro would later create false  
26 trustee's sale receipts for each transaction, which included information from the  
27 photograph of the cashier's check connected to the same fictitious transactions.  
28 Menaged or Castro emailed these receipts to DenSco as well. Chittick relied upon the

1 photographs of the cashier's checks and accepted these photos and sales receipts as  
2 confirmation that the DenSco Loan Proceeds were being used for their intended  
3 purpose.

4 The US Bank Defendants knew that Menaged was taking photos of the checks  
5 and had to have known that he was sending them to DenSco as proof that the DenSco  
6 Loan Proceeds were being used for their intended purpose.

7 Over the course of his banking relationship with US Bank, upon information and  
8 belief, Menaged requested and the US Bank Defendants agreed to change US Bank  
9 policies at the US Bank Branch, keeping on hand as much as \$20,000 in cash to  
10 accommodate Menaged's withdrawal requests. Upon information and belief, the US  
11 Bank Defendants violated their internal policies by not requiring a several-day hold  
12 period on redeposited funds, making them immediately available to Menaged.

13 The US Bank Defendants were motivated to assist Menaged in these transactions  
14 to keep Menaged as a banking customer, particularly one who maintained accounts  
15 worth millions of dollars. On information and belief, by keeping Menaged's accounts  
16 at US Bank, Chavez, Wanta and other US Bank employees benefitted personally in the  
17 form of additional compensation. The US Bank Defendants kept silent as to Menaged's  
18 scheme and wrongful actions; they never informed DenSco about Menaged's scheme  
19 and wrongful actions. Without the substantial assistance of the US Bank Defendants,  
20 Menaged could not have defrauded DenSco of more than \$7 million in DenSco Loan  
21 Proceeds.

22 **D. The Chase Bank Defendants Knew of, Substantially Assisted, and**  
23 **Recklessly Tolerated Menaged's Unlawful Conduct**

24 Menaged had a Furniture King account at Chase Bank as early as 2011. From  
25 at least April 2014 through at least November 2016, Menaged and AZHF maintained a  
26 series of accounts with Chase. Menaged banked at Chase's branch located at 8999 East  
27 Shea Boulevard, Scottsdale, Arizona (the "Chase Branch"). Chase assigned a Private  
28 Client Banker, Susan Lazar, to oversee Menaged's accounts and facilitate his banking

1 relationship with Chase. Lazar communicated regularly with Menaged about his  
2 business, his relationship with DenSco, and his banking activity at Chase. From April  
3 2014 through at least November 2016, Defendants Nelson and Dadlani worked at Chase  
4 as the assistant manager and/or manager at the Chase Branch. They committed the  
5 wrongful acts set forth below while conducting official Chase business. Lazar and other  
6 Chase employees, including higher-level employees who managed and supervised  
7 Nelson and Dadlani, were aware and ratified their conduct. Upon information and  
8 belief, Lazar and Defendants Nelson and Dadlani were Menaged's main contacts at  
9 Chase. Chase, Nelson, and Dadlani may be referred to as "the Chase Defendants."

10 Menaged regularly told the Chase Defendants that, through AZHF, he was in the  
11 business of purchasing foreclosed properties at public auctions. Menaged further told  
12 the Chase Defendants about his business relationship with DenSco and that DenSco  
13 funded these transactions, lending money to AZHF for the purpose of buying foreclosed  
14 homes. On information and belief, Nelson told Menaged that she was interested in  
15 purchasing a home that he acquired through this process.

16 Between April 10, 2014 and June 22, 2015, DenSco wired to Menaged's AZHF  
17 account \$324,638,517 in DenSco Loan Proceeds for the purpose of issuing cashier's  
18 checks to purchase 1,344 separate Identified Properties. The Chase Defendants knew  
19 the source of these monies, as each wire transfer included the name of the originator --  
20 "DenSco Investment Corp" -- the entity the Chase Defendants knew was the funding  
21 source for Menaged's AZHF home foreclosure business. Between April 10, 2014 and  
22 June 22, 2015, approximately 96% of all deposits in Menaged's AZHF account  
23 consisted of the DenSco Loan Proceeds wired to Menaged to purchase the Identified  
24 Properties.

25 Nearly every weekday between April 2014 and June 2015, Menaged emailed the  
26 Chase Defendants for assistance in converting to cashier's checks for the purchase of  
27 the Identified Properties the monies DenSco had wired or was wiring into the AZHF  
28 account. In these emails, Menaged provided the Chase Defendants a list of the

1 Identified Properties for which he purported to have submitted the winning bid, the  
2 name of the trustee, the purchase price, and the property address. Menaged directed the  
3 Chase Defendants and other Chase employees to prepare cashier's checks for each of  
4 the Identified Properties. Menaged directed the Chase Defendants and other Chase  
5 employees to include on each check the name of the trustee, the purchase price, and in  
6 the memo line: "DenSco Payment [and address of the property]" or "DenSco [and  
7 address of the property]".

8         The Chase Defendants knew that Menaged did not use the 1,344 cashier's checks  
9 for their intended and obvious purpose -- the payment to the trustee for the purchase of  
10 real property described on each check -- because they were at all times willing to, and  
11 in fact did, almost immediately redeposit those funds so that Menaged could use them  
12 for other purposes. Nearly every weekday between April 2014 and June 2015,  
13 Menaged or Castro would physically go to the Chase Bank Branch or drive-through  
14 where they would receive the cashier's checks the Chase Defendants had prepared for  
15 that day. Menaged or Castro would, usually in the presence of Nelson, Dadlani or  
16 another Chase employee, take a photo of each cashier's check, after which Nelson,  
17 Dadlani or another Chase employee would re-deposit the check in Menaged's AZHF  
18 account.

19         For each of the 1,344 checks, which totaled \$311,241,842, Menaged did not use  
20 the check for its intended purpose -- the payment to the trustee for the purchase of real  
21 property described on each check. Upon information and belief, on one occasion,  
22 Nelson asked Menaged why he obtained and redeposited cashier's checks, to which he  
23 responded: "bookkeeping." Nelson did not ask Menaged what he meant by  
24 "bookkeeping" or how that related to his use of the cashier's checks. Nelson further  
25 did not ask Menaged why he was taking photos of each cashier's check.

26         Upon information and belief, Nelson electronically filed in or about April/May  
27 2014 two unusual activity reports, she says, because (i) of the number and amounts of  
28 the cashier's checks Menaged was redepositing on a daily basis, (ii) "his transactions

1 were different,” and (iii) “the entire thing was unusual.” Chase opened an internal  
2 investigative file in response to Nelson’s report. Chase noted in that file that the report  
3 was for “money laundering concerns” and that “further investigation [was] needed.”  
4 Upon information and belief, Chase performed no further investigation, and Nelson did  
5 not file an additional report or conduct any further inquiry. Upon information and  
6 belief, Nelson did not share her concerns with Dadlani or any other employee at the  
7 Chase Branch, as she felt she need do nothing more than file two reports in response to  
8 which, to the best of her knowledge, nothing further was done. Upon information and  
9 belief, neither Nelson, Dadlani nor any Chase employee asked Menaged or Castro why,  
10 more than 1,344 times, they undertook to have Chase draft cashier’s checks clearly and  
11 expressly intended to purchase from trustees specific foreclosed homes as part of  
12 Menaged’s business partnership with DenSco, take photos of those checks and  
13 immediately re-deposit them. A single such transaction lacks any legitimate business  
14 or banking purpose. 1,344 of them, involving over \$300 million, is inexplicable.

15 Menaged or Castro would email to DenSco a photo of each cashier’s check as  
16 proof of the transaction. Menaged or Castro would later create false trustee’s sale  
17 receipts for each transaction that included information from the cashier’s check  
18 connected to the same fictitious transactions. Menaged or Castro emailed these receipts  
19 to DenSco as well. Chittick relied upon the photographs of the cashier’s checks and  
20 accepted these photos and sales receipts as confirmation that the DenSco Loan Proceeds  
21 were being used for their intended purpose. The Chase Defendants knew that Menaged  
22 was taking photos of the checks and had to have known that he was sending them to  
23 DenSco as proof that DenSco’s Loan Proceeds were being used for their intended  
24 purpose. And the Chase Defendants knew that Menaged used the DenSco Loan  
25 Proceeds for his personal benefit, as they assisted him in re-depositing these funds,  
26 obtaining large cash withdrawals of the re-deposited funds, wiring funds to various  
27 casinos, transferring these funds to Menaged’s personal Chase accounts, and using  
28 these funds to pay off credit card debt and to fund unrelated business activities.

1           Upon information and belief, shortly after Menaged began deploying this  
2 scheme through the Chase Defendants in April 2014, and in recognition of the fact that  
3 Menaged was every weekday having Chase issue and immediately re-deposit multiple  
4 cashier's checks, each for hundreds of thousands of dollars, Nelson or another Chase  
5 employee began stamping on the back of each check the words "Not Used For Intended  
6 Purposes". The Chase Defendants told Menaged they would stamp each check with  
7 those words unless he communicated to them before coming into the Chase Branch his  
8 intent to not immediately re-deposit the check.

9           Upon information and belief, the Chase Defendants informed Menaged that they  
10 were legally obligated to report to the government any cash transaction over \$10,000  
11 and that their internal processes would likely trigger a suspicious activity report if a  
12 transaction was just under \$10,000, such that the Chase Defendants advised Menaged  
13 to withdraw or deposit cash in amounts that would avoid either report being made.

14           The Chase Defendants further knew of, assisted with, and recklessly tolerated  
15 Menaged's misappropriation of the DenSco Loan Proceeds that had been deposited in  
16 his AZHF account for, among other things, recreational gambling. Among other things,  
17 the Chase Defendants (i) increased to approximately \$40,000 the spending limit on  
18 Menaged's AZHF debit card to avoid Chase's fraud prevention department flagging the  
19 account or declining the card, (ii) asked Chase's fraud prevention department to remove  
20 suspensions or "flags" on the AZHF debit card due to the high dollar amounts that were  
21 being charged at casinos, (iii) initiated outgoing wire transfers and issued cashier's  
22 checks from Menaged's AZHF account to various casinos, and (iv) confirmed with  
23 various casinos that these cashier's checks or wire transfers were legitimate.

24           Upon information and belief, the Chase Defendants knew of, assisted, and  
25 recklessly tolerated Menaged's unlawful use of the DenSco Loan Proceeds by not  
26 following their own policies and procedures, including (i) regularly violating Chase's  
27 multi-day hold policy before wire-transferred funds can be withdrawn,  
28 (ii) systematically overriding the 5-7 day hold policy for the funds of re-deposited

1 cashier's checks, and (iii) contravening Chase's policy requiring an account holder to  
2 sign in-person the documentation for a cashier's check, and issuing them in response to  
3 Menaged's emails. The Chase Defendants were motivated to assist Menaged in these  
4 transactions to keep Menaged as a banking customer, particularly one who maintained  
5 accounts worth millions of dollars. On information and belief, by keeping Menaged's  
6 accounts at Chase, Lazar, Dadlani, Nelson, and other Chase employees benefitted  
7 personally in the form of additional compensation.

8 The Chase Defendants kept silent as to Menaged's scheme and wrongful actions;  
9 they never informed DenSco about Menaged's scheme and wrongful actions. Without  
10 the substantial assistance of the Chase Defendants, Menaged could not have defrauded  
11 DenSco of more than \$300 million in DenSco Loan Proceeds.

#### 12 **E. Discovery of the Second Fraud**

13 In April 2016, Menaged filed for Chapter 7 bankruptcy. At the time, Menaged,  
14 AZHF and Easy Investments owed DenSco approximately \$44 million in loans. When  
15 Chittick learned of the bankruptcy filing, he confronted Menaged, who falsely said that  
16 the money owed to DenSco was safe and was being held at Auction.com, an online  
17 marketplace for foreclosure buyers.

18 Menaged further lied and told Chittick that Menaged would be able to retrieve  
19 the money from Auction.com and repay DenSco when the bankruptcy action was  
20 discharged. Menaged warned Chittick not tell anyone about the Auction.com  
21 arrangement because the bankruptcy court would, if it learned of the funds, attempt to  
22 pull them into the Chapter 7 action. Menaged also threatened Chittick that if he told  
23 anyone about Auction.com, Menaged would testify that Chittick was complicit in the  
24 First Fraud and knew all along that DenSco's loans were unsecured.

25 On July 28, 2016, Chittick committed suicide. Chittick died unaware of the  
26 Second Fraud.

27 The Receiver was appointed on August 18, 2016. On August 23, 2016, the  
28 Receiver obtained a document that vaguely referenced how DenSco had altered its

1 lending practices with Menaged and his entities in January 2014. The Receiver  
2 immediately began investigating all funds DenSco had loaned to Menaged, discovering  
3 that Menaged had not used the DenSco Loan Proceeds for their intended purpose -- to  
4 purchase the Identified Properties. On or about October 3, 2016, the Receiver obtained  
5 selected documents from a forensic image of Menaged's computers and cellphone,  
6 which included some email communication with Chase employees.

7 On October 20, 2016, the Receiver conducted a Bankruptcy Rule 2004  
8 Examination of Menaged. On November 7 and 8, 2016, the Receiver issued subpoenas  
9 to US Bank and to Chase, who began to produce responsive documents. In the spring  
10 and summer of 2017, the Receiver performed a complete forensic recreation of  
11 Menaged's banking activity. On December 8, 2017, counsel for the Receiver  
12 interviewed Menaged who testified under oath regarding the Second Fraud and his  
13 involvement with US Bank and Chase. Menaged testified at that time that, before he  
14 went into the Chase Bank to sign for the cashier's checks and deposit, Nelson stamped  
15 on the back of the cashier's checks "Not Used for Purposes Intended" or something  
16 similar, and further wrote on the back of each check the AZHF account number to  
17 expedite Menaged's redeposit of the DenSco Loan Proceeds.

18 On or about May 16, 2017, Menaged was indicted in the United States District  
19 Court, District of Arizona, Case No. CR-17-00680-PHX-GMS (MHB) (the "District  
20 Court Action"), for Wire Fraud, Aggravated Identity Theft, Conspiracy to Defraud, and  
21 Forfeiture, in connection with his ownership and management of his real estate and  
22 furniture businesses. On or about August 4, 2017, Menaged and Francine Menaged  
23 entered into a Settlement Agreement with Plaintiff, whereby the Menageds consented  
24 to the entry of a nondischargeable civil judgment in favor of Plaintiff in the amount of  
25 \$31,000,000.00, and whereby Plaintiff agreed to offset the judgment in an amount equal  
26 to the gross recovery from third parties that is related to Menaged's cooperation. On or  
27 about October 17, 2017, Menaged pleaded guilty to Conspiracy to Commit Bank Fraud,  
28

1 Aggravated Identity Theft, and Money Laundering Conspiracy in the District Court  
2 Action. Menaged was sentenced to 17 years in a federal prison.

## 3 **II. LEGAL BASIS OF CLAIMS**

4 The claims in the original Complaint have been briefed in motions to dismiss filed  
5 by Chase and US Bank. Those motions were fully briefed and denied by the Court. The  
6 motion papers are incorporated by reference. After a change of counsel, a motion to file  
7 a Second Amended Complaint was filed. Oppositions were filed by Chase and US Bank.  
8 The motion was fully briefed and denied by the Court. The motion papers are  
9 incorporated by reference. By stipulation, Plaintiff has filed a Third Amended Complaint.

10 The Receiver was a party plaintiff in a prior proceeding against Clark Hill. *See*  
11 *Peter Davis, as Receiver of DenSco Investment Corporation v. Clark Hill PLC et al.*,  
12 *CV 2017-013832 (Maricopa County)*. That case settled before trial. Plaintiff's Seventh  
13 Supplemental Rule 26.1 Statement is attached and incorporated by this reference.  
14 Defendant's Tenth Supplemental Rule 26.1 Statement is attached and incorporated by  
15 this reference. Numerous motions were filed in that case. Issues briefed in that case  
16 may overlap with issues that will be briefed in this case. Legal pleadings are available  
17 in the Court files, as well as posted on the Receiver's website.

18 The seminal Arizona case on aiding and abetting is *Wells Fargo Bank v. Ariz.*  
19 *Laborers, Teamsters & Cement Masons Local No. 395 Pension*, 201 Ariz. 474 (2002).  
20 Several principles arise from the case. First, to evaluate an aiding-and-abetting claim,  
21 the facts must be viewed holistically. This is because facts may be "unremarkable taken  
22 in isolation," but when "taken together," present "a jury issue on the question of aiding-  
23 and-abetting liability." *Wells Fargo Bank*, 210 Ariz. at 488 ¶ 47 (quoting *Metge v.*  
24 *Baehler*, 762 F.2d 621, 630 (8th Cir. 1985)).

25 Second, the "knowledge" and "substantial assistance" elements of aiding and  
26 abetting are not strict. Knowledge "may be inferred from the circumstances," and "[a]  
27 showing of actual and complete knowledge of the tort is not uniformly necessary." *Wells*  
28 *Fargo Bank*, 210 Ariz. at 485 ¶ 36, 488 ¶ 45. Similarly, "substantial assistance" is

1 assistance that “makes it ‘easier’ for the violation to occur.” *Id.* at 489 ¶ 54 (quoting  
2 *Aetna Cas. & Sur. Co. v. Leahey Const. Co.*, 219 F.3d 519, 537 (6th Cir. 2000)).

3 Third, a jury is often needed to resolve fact issues in this context. In *Wells Fargo*  
4 *Bank*, there was evidence that a bank knew its client had made false representations to a  
5 third party, and that the bank adopted a strategy to avoid having the third party learn what  
6 it knew about its client. 210 Ariz. at 488 ¶ 45. The Arizona Supreme Court reversed the  
7 trial court’s summary judgment, holding that the “facts raise inferences sufficient to take  
8 the issue to the jury.” *Id.* at 490 ¶ 58.

9 **A. Claims Against US Bank and Chase**

10 **1. Count One and Count Two (Aiding and Abetting Fraud)**

11 These Counts plead the nine elements of fraud. Menaged engaged in fraudulent  
12 conduct that caused DenSco harm. In particular:

- 13 a. Menaged represented to DenSco that, through the use of the  
14 individual cashier’s checks issued by the US Bank Defendants and  
15 fabricated trustees’ receipts, he was using the DenSco Loan  
16 Proceeds to purchase the Identified Properties.
  - 17 b. These representations were false.
  - 18 c. These representations were material, as DenSco relied on them to  
19 conclude that Menaged had purchased the Identified Properties.
  - 20 d. Menaged knew these representations were false and intended that  
21 DenSco would act upon them in the manner Menaged reasonably  
22 intended.
  - 23 e. DenSco, in fact, continued to act upon these representations, as it  
24 wired Menaged additional DenSco Loan Proceeds to purchase  
25 new Identified Properties.
  - 26 f. DenSco did not know Menaged’s representations were false.
  - 27 g. DenSco relied on Menaged’s representations.
- 28

1           h.     DenSco's reliance was reasonable and justified under the  
2                 circumstances.

3           i.     As a result, DenSco suffered damages for which it is entitled to  
4                 compensation.

5           The US Bank and Chase Defendants knew that Menaged was engaging in such  
6     conduct. The US Bank and Chase Defendants substantially assisted or encouraged  
7     Menaged in his fraud against DenSco.

8  
9                   **2.     Count Three and Count Four (Aiding and Abetting  
                          Conversion)**

10          Menaged exercised wrongful dominion over DenSco's property by re-depositing  
11     and using on a personal basis the DenSco Loan Proceeds, in denial of DenSco's rights.  
12     The US Bank and Chase Defendants knew that Menaged was engaging in such conduct.  
13     The US Bank Defendants substantially assisted or encouraged Menaged in his  
14     conversion against DenSco. By reason of this conduct, DenSco was damaged.  
15     Defendants have filed a motion to dismiss this claim. Plaintiff's response (to be filed)  
16     is incorporated by this reference.

17  
18                   **3.     Count Five and Count Six (Aiding and Abetting Breach of  
                          Fiduciary Duty)**

19          Menaged, through his business relationship with DenSco, owed fiduciary duties  
20     to DenSco. Menaged breached his fiduciary duties to DenSco. The US Bank and Chase  
21     Defendants knew that Menaged breached his fiduciary duties to DenSco. The US Bank  
22     and Chase Defendants substantially assisted or encouraged Menaged in the breach of  
23     his fiduciary duties to DenSco. By reason of this conduct DenSco was damaged.  
24     Defendants have filed a motion to dismiss this claim. Plaintiff's response (to be filed)  
25     is incorporated by this reference.

1                                   **4.     Count Seven and Count Eight (Civil Racketeering: US Bank**  
2                                   **and Chavez)**

3           Menaged, Castro and others engaged in a pattern of unlawful activity for the  
4           purpose of financial gain. For each occasion where the DenSco Loan Proceeds were  
5           not used for their intended purpose and instead were re-deposited by Menaged for his  
6           personal use, Menaged, Castro and others committed theft, money laundering, and  
7           engaged in a scheme or artifice to defraud. Each theft, act of money laundering, and  
8           act in furtherance of the scheme and artifice to defraud had the same purpose, the same  
9           participants and the same victim.

10          Menaged, Castro and others engaged in theft by, without lawful authority,  
11          knowingly controlling DenSco's property with the intent to deprive DenSco of that  
12          property and by converting for an unauthorized term DenSco's property, acts that are  
13          chargeable under Arizona law, that are punishable for more than one year, and were  
14          committed for financial gain. A.R.S. § 13-1802(A).

15          Menaged, Castro and others engaged in money laundering in the second degree  
16          by transacting, transferring and receiving racketeering proceeds knowing they were the  
17          proceeds of an offense, acts that are chargeable under Arizona law, that are punishable  
18          for more than one year, and were committed for financial gain. A.R.S. § 13-2317(B).

19          Menaged, Castro and others engaged in a scheme or artifice to defraud DenSco  
20          by knowingly obtaining a benefit by means of false or fraudulent pretenses,  
21          representation, promises or material omissions, acts that are chargeable under Arizona  
22          law, that are punishable for more than one year, and were committed for financial gain.  
23          A.R.S. § 13-2310.

24          This pattern of unlawful activity caused DenSco's damages. DenSco's damages  
25          were a reasonably foreseeably result of this pattern of unlawful activity. The US Bank  
26          and Chase Defendants, including high managerial agents, authorized, ratified, and  
27          recklessly tolerated the conduct of Menaged. The banks and others and are therefore  
28

1 liable for it. A.R.S. § 13-2314.04(L). Defendants have filed a motion to dismiss this  
2 claim. Plaintiff's response (to be filed) is incorporated by this reference.

3 **B. US Bank Affirmative Defenses**

4 US Bank raises the following pertinent affirmative defenses in its Answer:

- 5 (1) The First Amended Complaint fails to state a claim upon which relief  
6 against the U.S. Bank Defendants can be granted.

7 These issues were briefed in the Defendants motion to dismiss. The motions  
8 were denied. A second motion to dismiss is pending and those pleadings are  
9 incorporated by this reference.

- 10 (2) DenSco's claim is barred, in whole or in part, by the applicable statute of  
11 limitations or doctrine of laches.

12 These issues were briefed in the Defendants' motions to dismiss and Plaintiffs  
13 motion to amend. The motions to dismissed were denied; the motion to amend was  
14 granted.

- 15 (3) DenSco's claim is barred by the doctrine of fraud, as its sole director and  
16 shareholder, Chittick, acted in concert with the underlying alleged  
fraudster.

17 US Bank is raising an affirmative defense that the Receiver's claims are barred  
18 by the doctrine of *in pari delicto*. That doctrine is not applicable in this case as a matter  
19 of law. In Arizona, a plaintiff's "relative degree of fault . . . and the relative degrees of  
20 fault of all defendants and nonparties, shall be determined and apportioned as a whole  
21 at one time by the trier of fact." A.R.S. § 12-2506(C). Defendants cannot avoid having  
22 a jury determine their liability for the substantial losses DenSco has suffered by relying  
23 on *in pari delicto* or any other similarly discarded loss-shifting common law theories.  
24 In Arizona, jury members, not a court in equity, decide fault for all parties; Defendants  
25 will have to face their judgment.

26 Separate from the statutory problem, the *in pari delicto* doctrine cannot as a  
27 matter of law apply to bar recovery for three additional reasons. First, a mandatory bar  
28 on recovery based on the claimant's conduct would violate Article 18, § 5 of the

1 Arizona Constitution, which prohibits “bar[ring] recovery of damages based on the  
2 conduct of” the injured party. *Sonoran Desert Investigations, Inc. v. Miller*, 213 Ariz.  
3 274, 281 ¶ 26 (App. 2006) (citing *City of Tucson v. Fahringer*, 164 Ariz. 599, 603  
4 (1990)). Second, the defense is an equitable theory grounded on disallowing recovery  
5 for someone’s own bad conduct. Such theories “do not generally apply against the  
6 party’s receiver.” *FDIC v. O’Melveny & Myers*, 61 F.3d 17, 19 (9th Cir. 1995). Third,  
7 a party’s fiduciaries, and those who aided and abetted a fiduciary’s wrongdoing, cannot  
8 avail themselves of *in pari delicto* even in jurisdictions where it applies. *See. e.g.,*  
9 *Stewart v. Wilmington Trust SP Services, Inc.*, 112 A.3d 271, 319–320 (Del. Ch. 2015)  
10 (holding that well-plead claims for aiding and abetting breach of fiduciary duty are not  
11 barred by doctrine of *in pari delicto*), *aff’d* 126 A.3d 1115 (Del. 2015).

- 12 (4) DenSco’s claim may be barred, in whole or in part, by the doctrines of  
13 estoppel, waiver, comparative fault, contributory negligence, and  
14 assumption of risk.

15 Under Article 18, Section 5 of the Arizona Constitution, the “defense of  
16 contributory negligence or of assumption of risk shall, in all cases whatsoever, be a  
17 question of fact and shall, at all times, be left to the jury.” This provision means that  
18 neither the common law nor a statute may “provide that ‘the antecedent conduct of a  
19 person injured is an absolute bar to the recovery of damages from one otherwise liable for  
20 the injury.’” *Sonoran Desert Investigations, Inc.*, 213 Ariz. at 277-78 ¶ 9 (holding that  
21 statute barring recovery for injury if plaintiff is injured while committing a criminal act is  
22 unconstitutional); *see also Fahringer*, 164 Ariz. at 602 (holding that statute barring  
23 recovery if injured party was riding in car with intoxicated driver is unconstitutional). And  
24 the label of the defense (be it *in pari delicto* or “contributory negligence”) is irrelevant:  
25 the constitution requires that “in all cases” issues of “contributory negligence . . . be left  
26 to the jury, even if the rule or statute directing otherwise attaches some other name to the  
27 defenses.” *Id.* at 603. Even instructing the jury that such a defense bars recovery would  
28 violate Arizona law. *See Salt River Project Agric. Improvement and Power Dist. v.*

1 *Westinghouse Elec. Corp.*, 176 Ariz. 383, 386 (App. 1993) (explaining that instruction  
2 that tells jury that a finding of assumption of risk or contributory negligence must bar  
3 recovery is reversible error).

4 Even in jurisdictions where estoppel applies, it generally does not bar recovery by  
5 an appointed receiver unless the managers or agents of the company have turned the  
6 company “into an engine of theft against outsiders.” *Schact v. Brown*, 711 F.3d 1343,  
7 1346–49 (7th Cir. 1983).

8 (5) DenSco’s claim may be barred, in whole or in part, by the doctrine of  
9 issue preclusion.

10 US Bank does not state with any particularity what fact may be barred by the  
11 issue preclusion, or what prior judgment in a legal proceeding applies or gives rise to  
12 issue preclusion.

### 13 **Chase Bank Affirmative Defenses**

14 Chase Bank lists the following affirmative defenses in its Answer:

15 (a) The Receiver lacks standing to bring its claim. Any purported injury  
16 alleged herein was to DenSco’s investors, not DenSco itself. Thus, the third-  
17 party tort theory of liability asserted here belongs to those investors, and not  
18 the Receiver, who stands in DenSco’s shoes, not DenSco’s investors’ shoes.  
19 Because the Receiver stands in the shoes of a tarnished entity that benefitted  
20 from an alleged Ponzi scheme, he lacks standing to bring third-party claims  
for aiding and abetting on behalf of the entity because the corporation cannot  
be said to have suffered an injury from the scheme it helped to perpetrate.

21 DenSco lent monies to Menaged’s entities, and Menaged’s entities had a  
22 contractual obligation to pay these monies back with interest. Peter Davis, as Receiver  
23 for DenSco, has standing to pursue these claims against Menaged and his entities, and  
24 those that aided and abetted him. *See Donnell v. Kowell*, 553 F.3d 762, 777 (9th Cir.  
25 2008) (explaining that “[t]he Receiver has standing to bring this suit because, although  
26 the losing investors will ultimately benefit from the asset recovery, the Receiver is in  
27 fact suing to redress injuries that [the Company] suffered when [its] managers  
28 committed waste and fraud.”). DenSco’s obligations on promissory notes to others who

1 lent monies to DenSco does not bear upon standing. If standing was lacking,  
2 Defendants would have to assert and file a motion as to the real party in interest under  
3 Arizona R. Civ. P. 17.

4 (b) The Receiver's claim is barred by the applicable three-year statute of  
5 limitations, which accrued no later than December 2014, after DenSco  
6 discovered Menaged's alleged fraud.

7 This issue was briefed on Defendants motions to dismiss and Plaintiffs motion  
8 to amend. The motions to dismiss were denied; the motion to amend was granted.

9 (c) The Receiver's claim is barred in whole or in part by the doctrine of  
10 laches, as DenSco's delay in filing until 2019 constitutes an at-least-five-year  
11 delay in asserting its purported claim.

12 If the claims are within the statute of limitations, then laches cannot be asserted.  
13 Even if it could, Defendants do not allege any specific prejudice.

14 (d) The Receiver's claim is barred in whole or in part by the doctrine of  
15 waiver. DenSco waived any tort claim against Chase by assenting to the  
16 conduct alleged herein during the time Menaged banked with Chase.

17 This defense appears to re-state an *in pari delicto* defense under the guise of  
18 waiver. The *in pari delicto* defense fails for the reasons discussed above.

19 If Defendants are claiming the waiver of a contractual right between DenSco and  
20 Menaged's entities, Defendants do not state what contract right has been intentionally  
21 waived by DenSco either under the original loans or the forbearance agreement.

22 (e) The Receiver's claim is barred in whole or in part by the doctrine of  
23 acquiescence. DenSco acquiesced to the conduct alleged herein during the  
24 time that Menaged banked with Chase.

25 This defense appears to re-state an *in pari delicto* defense which fails for the  
26 reasons discussed above.

27 (f) The Receiver's claim is barred in whole or in part by the doctrine of  
28 estoppel. Plaintiff's claim inequitably and improperly repudiates DenSco's  
knowing and intelligent assent to Chase's conduct alleged herein during the  
time Menaged banked with Chase.

1 Defendants appear to argue that DenSco knew that Menaged was defrauding it  
2 and that DenSco knew all about Menaged's cashier's check scam that he was  
3 committing with Chase's active participation. The facts contradict this factual  
4 assertion. Indeed, DenSco filed mortgages on the properties indicating its belief the  
5 properties were purchased.

6 Insofar as this defense re-states an *in pari delicto* defense, the defense is  
7 discussed above.

8 (g) The Receiver's claim is barred in whole or in part by the doctrine of  
9 unclean hands. Any injury alleged herein was due in whole or in part to  
10 DenSco's own misconduct and mismanagement of investor funds.

11 The defense fails for same reasons as the *in pari delicto* defense.

12 (h) The Receiver's claim is barred in whole or in part by the doctrine of in  
13 pari delicto. Any injury alleged herein is at least equally the fault of DenSco's  
14 own misconduct and mismanagement of funds.

15 The defense fails for the same reasons as discussed above as to the US Bank  
16 Defendants.

17 (i) The Receiver's claim is barred in whole or in part by the doctrine of  
18 comparative fault. Any injury alleged herein was caused, at least in part, by  
19 DenSco's own misconduct and mismanagement of funds.

20 (j) The Receiver's claim is barred in whole or in part by the doctrine of  
21 assumption of risk. In continuing to engage with Menaged after discovering  
22 that Menaged was using DenSco Loan Proceeds for his personal benefit,  
23 DenSco assumed the risks attendant to that continued engagement, including  
24 the potential that Menaged would injure DenSco investors by continuing to  
25 use DenSco Loan Proceeds for his personal benefit.

26 (k) The Receiver's claim is barred in whole or in part by the doctrine of  
27 fraud, as its sole director and shareholder, Denny Chittick, acted in concert  
28 with the underlying alleged fraudster.

29 This affirmative defense again restates the *in pari delicto* defense, which fails  
30 for the reasons discussed above.

31 (l) The Receiver's claim is barred based on the admissions and other  
32 statements made or adopted by the Receiver in the other court filings by the  
33 Receiver, including, without limitation, those admissions that demonstrate

1 that the Receiver cannot state an aiding and abetting claim because there is  
2 no viable underlying tort of fraud. Given the Receiver's admissions  
3 concerning DenSco and Chittick's knowledge of Menaged conduct, DenSco  
4 could never have reasonably relied on any purported representations by  
Menaged concerning transactions and/or cashier's checks at Chase.

5 The defense does not state with any particularity the "admissions" made by the  
6 Receiver, or whether they refer to an evidentiary or a judicial admission.

### 7 **III. TRIAL WITNESSES**

8 Discovery in this case has just begun. Plaintiff has not yet determined who will  
9 be witnesses at trial. Plaintiff will supplement with a list of trial witnesses as discovery  
10 proceeds.

### 11 **IV. PERSONS WITH RELEVANT KNOWLEDGE**

12 1. The Receiver was a party plaintiff in a prior proceeding against Clark  
13 Hill. *See Peter Davis, as Receiver of DenSco Investment Corporation v. Clark Hill*  
14 *PLC et al.*, CV 2017-013832 (Maricopa County). That case settled before trial.  
15 Plaintiff's Seventh Supplemental Rule 26.1 Statement is attached and incorporated by  
16 this reference.

17 Defendant's Tenth Supplemental Rule 26.1 Statement is also attached and  
18 incorporated by this reference. Among others, Defendant Clark Hill named US Bank  
19 and Chase Bank as non-parties at fault. Defendant disclosed an expert witness and  
20 expert report against the Banks.

21 All persons listed in the prior disclosure statements in the Clark Hill case have  
22 relevant knowledge as to this case.

23 2. From Menaged's computer records, Plaintiff Receiver has compiled  
24 emails between Menaged and Chase Bank personnel. The identifying information of  
25 Chase Bank personnel is from this email; and the relevant information is listed in their  
26 email:

27 (a) Bo Pearson  
28 Business Banker and Asst. Vice President  
90<sup>th</sup> and Shea

1 (b) Michael Udvare  
2 Private Client Mortgage Banker  
3 90<sup>th</sup> and Shea

4 (c) Samantha Nelson (formerly Samantha Kumbalek)  
5 Asst. Branch Manager  
6 90<sup>th</sup> and Shea

7 Ms. Nelsen was deposed in the Clark Hill case

8 (d) Scott Johnson  
9 Mortgage Banking  
10 Downers Grove, Illinois

11 (e) Susan Lazar  
12 Private Client Banker  
13 90<sup>th</sup> and Shea

14 Ms. Lazar was Mr. Menaged's private banker, and the largest amount of email  
15 is between them.

16 (f) Vikram Dadlani  
17 Branch Manager  
18 90<sup>th</sup> and Shea

19 Mr. Dadlani was deposed in the Clark Hill case.

20 (g) LaToya Henry  
21 Merchant Installation Rep I  
22 Dallas, Texas

23 **3.** From Menaged's records, the Receiver has compiled emails between  
24 Menaged and US Bank personnel. The identifying information of US Bank personnel  
25 is from their email; and the relevant information is listed in their email:

26 (a) Mark Snelson  
27 credit specialist

28 (b) Arnold Gray  
small business specialist

(c) Patty Bode  
mortgage loan officer

1 (d) Julia Wanta  
2 vice president

3 From the US Bank records, it appears that the Bank can identify the teller by a  
4 teller number on transactions. US Bank has not disclosed this information.

5 4. Bank of America produced documents in the Clark Hill case pertaining  
6 to its decision to shut down/terminate Chittick's and DenSco's Bank of America  
7 accounts in November 2014. CH\_BOA\_SDT 0001 to 0025. An excel spreadsheet was  
8 also produced in native file. The accounts were shut down for unusual activity and  
9 irregular wire activity. These documents identify the following Bank of America  
10 employees with relevant knowledge as to the shutdown/termination of the accounts:

11 (a) Joseph Kranz was the investigator's manager

12 (b) Debbie McCandles made the decision (GWIM)

13 (c) Kenneth Harvey made the decision (CDG)

14 The Bank of America excel file contains a list of names at the end of the excel  
15 spreadsheet. Plaintiff presumes they were involved in the investigation and the report.  
16 See CH\_BOA\_00018 – 00019.

17 **V. WRITTEN STATEMENTS**

18 The Receiver was a party plaintiff in a prior proceeding against Clark Hill. *See*  
19 *Peter Davis, as Receiver of DenSco Investment Corporation v. Clark Hill PLC et al.*,  
20 CV 2017-013832 (Maricopa County). Numerous depositions were taken in that case  
21 as indicated in the Rule 26.1 statements. Two Chase bank employees were deposed in  
22 that case.

23 Moreover, written statements in the form of diaries and calendar records made  
24 by Dennis Chittick were revealed in that case; as well as letters made by him in the last  
25 days of his life. Managed was deposed in the bankruptcy case and the Clark Hill case.  
26 There is a written declaration of Menaged regarding his dealings with US Bank.

27 Expert witnesses disclosed in the Clark Hill case all prepared expert reports.  
28

1 **VI. EXPERT WITNESSES**

2 Plaintiff has retained consulting experts. Plaintiff has not yet determined the  
3 expert witnesses that it expects to call at trial in this case and will supplement this  
4 information at a later date when expert witness reports are disclosed.

5 Plaintiff notes for Defendant that a number of expert witnesses were disclosed  
6 and issued expert reports in the Clark Hill case. Clark Hill disclosed an expert witness  
7 against the Banks. The expert reports are posted on the Receiver's website.

8 **VII. COMPUTATION AND MEASURE OF DAMAGES**

9 Plaintiff has retained a consulting forensic accounting expert on the issue of  
10 damages. Plaintiff will supplement this disclosure with an expert report on damages  
11 pursuant to the scheduling order.

12 Plaintiff will also seek punitive damages. Once the Court determines that Plaintiff  
13 has a prima facie case for punitive damages, Plaintiff will seek discovery as to Defendants'  
14 net worth and other financial information relevant to punitive damages. Plaintiff may  
15 utilize its consulting forensic expert to evaluate any financial information produced.

16 In the Clark Hill case, David Weekly produced an expert report on damages dated  
17 April 4, 2019. Mr. Weekly's report is on the Receiver's website.

18 **VIII. EXHIBITS**

19 Plaintiff has not yet determined what exhibits it will use at trial and will  
20 supplement accordingly.

21 Plaintiff reserves the right to use any document that is set forth in Section IX  
22 below.

23 Plaintiff did prepare an exhibit list for trial in the Clark Hill case. The Clark Hill  
24 exhibit list is attached.

25 **IX. RELEVANT DOCUMENTS**

26 **(a) Receiver website**

27 Peter Davis, as Receiver for DenSco, maintains a website containing information  
28 and case documents on the Receivership and related cases. The website address is:

1 <http://denscoreceiver1.godaddysites.com/>.

2 The website contains documents as to the DenSco Receivership; Furniture King  
3 Receivership; Receiver v. Clark Hill; Receiver v. Chase and US Bank; Receiver v.  
4 Thomas P. Smith, et al.; Receiver v. Fischer Family Holdings, et al.; Receiver v.  
5 Griffin/Keg Inspections; Chittick Probate; Menaged Adversary; Menaged Bankruptcy;  
6 and US v. Menaged.

7 As to the Clark Hill case, the website has motions, statements of fact in support of  
8 motions, deposition transcripts and deposition exhibits, expert witness reports, disclosure  
9 statements and supplemental disclosure statements. It includes the expert report of  
10 Enrique Rodriguez, who Clark Hill designated as an expert witness against the Banks. All  
11 these materials can be obtained from the website.

12 **(b) Document Depository**

13 Documents are maintained in a Document Depository established by the Receiver  
14 pursuant to an underlying Court Order dated January 1, 2017 in the matter titled *Ariz.*  
15 *Corp. Comm'n v. DenSco Investment Corp.*, Maricopa County Superior Court CV2016-  
16 014142. Plaintiff has previously disclosed as Exhibit A in its Original Rule 26.1 Statement  
17 an index of the documents that are currently being maintained in the Document  
18 Depository. All these documents are available to Defendants.

19 Plaintiff has provided Defendants a Depository Access Agreement. In relevant  
20 part, the Access Agreement states:

21 1. The Designated Party shall be given access to the documents in the  
22 Depository in accordance with the Depository Order.

23 2. The Designated Party acknowledges that he has read the Depository  
24 Order and understands and agrees to abide by the terms thereof, and further  
25 agrees that the Designated Party or any representative of same that is given  
26 access to the documents in the Depository shall first be required to read the  
27 Depository Order.

28 3. At such time as the Designated Party desires to inspect any document  
in the Depository, he shall contact the Receiver to arrange to be accompanied  
to the Depository. The Designated Party understands and agrees that he is

1 only allowed access to the documents in the Depository when accompanied  
2 by an authorized representative of the Receiver.

3 4. The Designated Party shall, within thirty days of acquiring possession  
4 or control of a Related Document or the date of this agreement, whichever is  
5 later, deliver to the Receiver for deposit in the Depository all Related  
6 Documents in their possession or control. The Designated Party is not  
7 required to deposit in the Depository any Documents the disclosure of which  
8 are protected by any privilege or which are otherwise confidential under  
9 applicable state or federal law, provided a written log of the documents  
10 withheld as privileged is provided to the Receiver.

11 5. All modifications to this agreement shall be in writing.

12 As of the date of this disclosure, the Defendants have not signed the Depository Access  
13 Agreement. All documents in the depository can be reviewed by Defendants upon  
14 signing the Depository Access Agreement.

15 Defendant Banks Chase and US Bank produced documents to the Receiver in  
16 response to subpoenas that are stored in the document depository. Bank of America  
17 also has produced documents to the Receiver pursuant to one or more subpoenas.

18 Bank of America was used by DenSco. Menaged and Easy Investments also had  
19 accounts at Bank of America.

20 Bank of America closed DenSco's account in November 2014 out of concern  
21 for money laundering and/or that the transactions were out of proportion with what they  
22 anticipated the business would generate. DenSco then moved its banking to First Bank.

23 Defendant Banks Chase and US Bank produced documents to counsel for Clark  
24 Hill in response to subpoenas in the Clark Hill case and after a motion to compel.

25 Counsel for the parties have met and conferred on electronically stored  
26 information.

27 In a letter dated March 22, 2021, Counsel for US Bank requested Plaintiff to  
28 confirm or respond to the following:

(1) What specific devices containing ESI are in your client's possession or  
control (*i.e.*, laptops, IPADs, smart phones, external drives, etc.), including their

1 make, model, and operating system, as may be relevant (*i.e.*, Apple, Samsung,  
2 etc.).

3 (2) What general categories of ESI data are contained on each (*i.e.*, Outlook  
4 emails and calendars, text messages, WORD documents, Excel documents,  
JPEGs or IMG files, PDFs, etc.)

5 (3) With respect to the Receiver's upcoming supplemental disclosure, we agree  
6 that any emails including the extension "usbank.com" should be included with  
7 your client's production, along with any emails referencing "Chavez," "Wanta,"  
8 or any other U.S. Bank employee known to the Receiver, although we do not  
9 agree those are the only emails subject to Rule 26.1 production. We do request  
that along with whatever emails your client does produce, that they include the  
search criteria used to cull them.

10 (4) With respect to ESI or other documents in the Receiver's possession over  
11 which by agreement with Menaged are considered privileged in some way,  
12 please produce whatever agreements or letters are in your possession  
memorializing this agreement, and the log.

13 (5) Also, please confirm where this ESI or other documents are housed/stored,  
14 whether at your firm, the document depository, or elsewhere.

15 The Receiver did not receive any physical devices that contained original ESI. He  
16 received copied or extracted data from devices that Denny Chittick used. The Receiver  
17 received the following:

- 18 · A USB drive received from Gammage & Burnham, counsel to the Chittick  
19 Estate, containing Outlook data files maintained in a Yahoo email account,  
20 divided between emails that the Estate claimed were privileged and those  
21 designated as non-privileged emails with a privilege log;
- 22 · A USB drive received from D4, the contractor hired by the Chittick Estate,  
23 which contained the same data as described in the preceding bullet but which  
24 was not segregated for privilege;
- 25 · A USB drive received from the Chittick Estate's counsel containing electronic  
26 files extracted from Denny Chittick's computer that the Estate's counsel had  
27 determined related to DenSco; and

- 1       • A USB drive received from the Estate’s counsel containing reports and files  
2       extracted from Denny Chittick’s devices, including an iPad Air and an iPhone  
3       6s Plus.

4       During the Clark Hill litigation, our firm obtained a disk image of Chittick’s  
5       devices. The disk image will be placed in the Document Depository.

6       The Receiver received the following ESI from Scott Menaged’s counsel which  
7       contained the following:

- 8       • A hard drive and backup drive each containing data extracted by Forensic  
9       Consulting Solutions from American Furniture’s computer and Scott Menaged’s  
10      computer, iPhone, and AOL email account; and  
11      • A USB drive containing “Hot Docs” identified by FCS from the devices  
12      described in the previous bullet and a USB drive containing data extracted from  
13      Scott Menaged’s iPhone.

14      With respect to the question regarding writings relating to the privilege log for  
15      Menaged’s ESI, they were produced by letter to Defendant Banks, and a copy of the  
16      privilege log is also attached hereto. The ESI is maintained in the Document Depository.

17      In a letter dated October 5, 2020, counsel for US Bank requested that Plaintiff  
18      produce the following documents in its Rule 26.1 Supplements:

- 19           (a) Produce Menaged’s emails to your client in which he identified the properties  
20           he intended to purchase with funds wired to his U.S. Bank account and for which  
21           he requested financing.

22      Menaged and Chittick’s email files are in the document depository. Veronica  
23      Castro also produced emails to the Receiver, which are in the document depository in both  
24      hard copy and electronic format. The files can be searched as easily by the Defendants or  
25      the Plaintiff.

- 26           (b) Produce the loan agreements for the funds wired to Menaged’s U.S. Bank  
27           account to finance those purchases.

28      DenSco kept a loan file on each property. The physical files are labeled by  
property address and by DenSco’s 4-digit loan number. Hard copies of these files are

1 in the document depository (Boxes 1-50, 56-59, and 61-62). Handwritten notes as to  
2 repayments are also in the loan files. Mr. Chittick reused paper; that is, he would print  
3 on the blank side of a completely unrelated document he had previously printed.

4 The Arizona Corporation Commission scanned both sides of the documents in  
5 these files, so the loan files contain a lot of erroneous documents that do not relate to  
6 the corresponding loans. The scanned copies of the DenSco loan files are contained on  
7 a USB Drive located in Box 95.

8 (c) Produce the statements or ledgers showing repayments on those loans.

9 Handwritten notes/ledgers are in the loan files. DenSco would record payments  
10 in its QuickBooks database, but did not always allocate interest payments to a particular  
11 loan. The QuickBooks information is contained in an electronic file, which can be read  
12 with QuickBooks software, and is located in the depository.

13 (d) Identify the cashier's checks your client contends U.S. Bank wrongfully  
14 issued and then accepted for redeposit, by date and amount. Your disclosure  
15 states there are "at least" 60 of them, but does not otherwise identify them. The  
16 dates and amounts, along with the last four digits of the account from which they  
were drawn, should be sufficient.

17 The Receiver has a list of checks on an Excel Spreadsheet, and pdf files  
18 containing copies of cashier's checks from the bank subpoena records. There were 40  
19 cashier's checks issued and re-deposited to the US Bank account.

20 In addition, in Chittick's computer files there are 20 additional US Bank  
21 cashier's checks that do not appear to be forged but were not drawn from any for the  
22 Menaged US bank account records that the Receiver has records of. There is also 11  
23 Chase cashier's checks found in Chittick's computer files that were not traced to  
24 Menaged's Chase accounts.

25 US Bank can also derive this information from their own records. For example,  
26 Rick Rodriguez, the bank expert for Clark Hill, determined from the records:

- 27 • On January 13, 2014 at 3:03 p.m., US Bank issues Menaged a cashier's  
28 check in the amount of \$86,500, with the purpose/remitter identified as "DenSco

1 5122 E Shea Boulevard # 2034 Scottsdale AZ.” The check was made payable to  
2 trustee Recon Trust. DIC0013821. One minute later, at 3:04 p.m., Menaged  
3 deposited \$86,500 back into the same account. DIC0013820, DIC0012885,  
4 DIC0012873.

5 • On January 16, 2014 at 12:25 p.m., US Bank issues Menaged a cashier’s  
6 check in the amount of \$99,309.00, with purpose/remitter identified as “DenSco  
7 for Payment 2025 N 106th Dr Avondale.” The check was made payable to “David  
8 W Cowles Trustee.” (DenSco had wired Menaged \$109,300.00 on Jan 16, 2014,  
9 DIC12876) Yet at 12:25 p.m. that same day, Menaged deposited \$99,309.00 back  
10 into his account. DIC0013822-13823.

11 • The very next day, on January 17, 2017 US Bank issues Menaged a  
12 cashier’s check for \$159,000 with remitter identified as DenSco and the purpose  
13 as 510 S. Jackson St. See DIC0013825. (DenSco had wired Menaged \$169,00.00  
14 on Jan 17, 2014, DIC12876) The check appears to have been issued at 12:51 p.m.  
15 That same day, at 12:51 p.m., Menaged deposits \$159,000 back into his account.  
16 See DIC0013824. A few days later, on January 23, 2014, the same thing happens.

17 • On January 23, 2014, US Bank issues Menaged a cashier’s check for  
18 \$164,509.00, with the purpose/remitter identified as “DenSco for 14338 W Amelia  
19 Ave, Goodyear AZ.” (DenSco had wired Menaged \$174,500.00 on Jan 23, 2014,  
20 DIC0012876) That same day, Menaged redeposits \$164,509.00 into his account.  
21 DIC0013826-13827.

22 • The very next day, on January 24, 2014, it happens again, this time in the  
23 amount of \$344,501.00. DIC0013828-29. (DenSco had wired Menaged  
24 \$354,501.00 on Jan 24- DIC0012877).

25 In February and March, the pattern repeats. Each time, US Bank issues Menaged  
26 a six-figure sum via cashier’s check, with the purpose/remitter listing DenSco’s  
27 name and a property address. And each time, Menaged deposits the exact same  
28 amount back into his account, usually the same day. See e.g. DIC0013854-13855

(February 10, 2014); DIC0015749-15750 (Feb 24, 2014 - two cashier's checks redeposited within minutes); DIC0015766 (February 27, 2014); DIC15772-15773 (February 28, 2014), DIC15774-15778 (March 4, 2014), DIC157804-1508 (March 5, 2014 - two cashier's checks redeposited); DIC15847-15850 (March 14, 2014-three cashier's checks redeposited); DIC0015927-29 (April 7, 2014-two checks).

Mr. Rodriquez found the same patterns as to Chase Bank:

- On April 10, 2014, Chase provided Menaged with two cashier's checks in the amount of \$243,409 and \$174,300, each of which listed DenSco in the Memo line and identified a specific address. DIC0016636-37. Both were redeposited that same day. DIC00166332.

- On April 11, 2014, Chase provided Menaged with two cashiers in the amount of \$176,200.00 and 143,200.00, each of which listed DenSco in the memo line and identified a specific property address. DIC0016638-39. Both were redeposited that same day. DIC 16640. Another April 11, 2014 cashier's check for \$154,900 (DIC0016648) was also redeposited that same day. DIC0016647.

- On April 14, 2014, Chase provided Menaged with more cashier checks: \$368,500 and \$105,800. DIC0016645-46. They were redeposited that same day. DIC16649. The checks were stamped "Not used for purposes intended".

- On April 15, 2014, Chase issued Menaged a \$279,600 check (DIC0016652), which Menaged redeposited that same day. DIC0016660.

- On April 16, 2014, Chase issued Menaged five more cashier's checks: \$96,900 (DIC0016663), \$175,600 (DIC0016665), \$117,213.00 (DIC0016666), \$264,310 (DIC0016667), \$153,100 (DIC0016668). All of them are stamped "not used for purposes intended" and all of them were redeposited that same day. DIC0016679, 16681, 16683, 16685.

- On April 17, 2014, Chase issued Menaged three more cashier's checks: \$96,810 (DIC0016689), \$177,200 (DIC0016690), \$174,609 (DIC0016694). All of

1           them are stamped “not used for purposes intended” and redeposited. DIC0016693,  
2           16696.

3           This pattern would repeat itself, often multiples times a week, for months on end.  
4           Meanwhile, Menaged was often withdrawing tens of thousands of dollars, at times  
5           clearly to pay casinos. See e.g., DIC0016653.

6           (e) Produce the emails or text messages with the photographs of the U.S. Bank  
7           cashier’s checks Menaged or Castro emailed or texted to your client.

8           As noted above, emails from and between Menaged, Veronica Castro and  
9           Chittick can be searched in the electronic files. Any attachment to emails would be in  
10          these files. The Receiver has a copy of Menaged’s native email files which contain  
11          selected emails between Menaged and the Banks. The Receiver, in searching these  
12          files, searched for “chase” and “usbank” which resulted in all e-mails referencing  
13          @chasebank.com and @usbank.com email addresses.

14          There were several emails referenced during the deposition of Samantha Nelson  
15          in which Menaged requested cashier’s checks. These emails were produced by Chase  
16          Bank in the Clark Hill case in response to a subpoena from Clark Hill. See JPMC  
17          000569-001187. These emails were not in Menaged’s native files because his email  
18          files contain only emails received, not sent.

19          Clark Hill received an image of Chittick’s computer. In the Clark Hill case, they  
20          produced a photo file on computer which had some saved images of checks.  
21          Apparently, DenSco saved some of the images, but did not keep all check images.

22          Veronica Castro produced documents in a pdf format, and some images are in  
23          her emails. Her documents are in the depository in both hard copy and electronic  
24          format.

25               (f) Produce the receipts, trustee deeds upon sale, deeds of trust, or other  
26               documents DenSco was provided evidencing the sales for which the funds wired  
27               to the U.S. Bank account were loaned.  
28

1 As noted above, loan files are in the depository. What Menaged and Veronica  
2 Castro sent to DenSco can be searched from their files. Menaged and/or Veronica  
3 Castro would falsify trustee receipts. Chittick, not knowing of the phony sales,  
4 recorded Mortgages on properties which should be in the public recordings for  
5 Maricopa County.

6 (g) Produce all communications, whether emails or otherwise, between  
7 Menaged and DenSco regarding the above-referenced loans, wires, and  
8 purchases.

9 See answers above. In addition, DenSco bank statements are in the Depository.  
10 Bank of America and First Bank were DenSco's banks.


11 (h) Produce the 8/4/17 settlement agreement between the Menageds and  
12 DenSco.

13 Plaintiff will produce the Settlement Agreement if it is not on the Receiver's  
14 website.

15 DATED this 20th day of April, 2021.

16 OSBORN MALEDON, P.A.

17 By

  
\_\_\_\_\_  
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Geoffrey M. T. Sturr  
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Phoenix, Arizona 85012-2793

21 Attorneys for Plaintiff  
22  
23  
24  
25  
26  
27  
28

1 COPY of the foregoing served via email  
2 this 20th day of April, 2021, on:

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4 Amanda Z. Weaver  
5 Bradley R. Pollock  
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16   
17 \_\_\_\_\_

8954961

1 **VERIFICATION**

2 Pursuant to Rule 8(h), Ariz.R.Civ.P., I, Peter S. Davis, as receiver for Plaintiff,  
3 DenSco Investment Corporation, an Arizona corporation, verify under penalty of perjury  
4 the foregoing is true and correct:  
5

- 6 1. DenSco Investment Corporation is the Plaintiff for the above entitled  
7 action.  
8 2. I have read the foregoing Plaintiff's First Supplemental Rule 26.1 Disclosure  
9 Statement and know the contents thereof.  
10 3. The statements and matters alleged are true of my own personal knowledge as  
11 the receiver for DenSco Investment Corporation, except as to those matters  
12 stated upon information and belief, and as to such matters, I reasonably  
believe them to be true.

13 **DATED** this 19th day of April, 2021.

14 **DENSCO INVESTMENT**  
15 **CORPORATION, an Arizona corporation**

16  
17   
18 By: Peter S. Davis  
19 Its: Receiver  
20  
21  
22  
23  
24  
25  
26  
27  
28



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Attorneys for Plaintiff

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,

vs.

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

Defendants.

No. CV2017-013832

**PLAINTIFF'S SEVENTH  
DISCLOSURE STATEMENT**

(Assigned to the  
Honorable Daniel Martin)

Pursuant to Rule 26.1(a), Plaintiff Peter S. Davis, as the court-appointed receiver of DenSco Investment Corporation (the "Receiver"), makes the following disclosures. Changes from the Receiver's Sixth Disclosure Statement are identified in the mark-up attached as **Appendix G**.

On August 18, 2016, the Receiver was appointed to serve as the Receiver for DenSco Investment Corporation ("DenSco") under an order entered by the Maricopa County Superior Court in *Arizona Corporation Commission v. DenSco Investment Corporation*, CV2016-014142 (the "Receivership Court"). After the Receiver and his

1 staff had reviewed DenSco's books and records and files maintained by DenSco's  
2 former legal counsel, Clark Hill PLC and Clark Hill partner David Beauchamp, the  
3 Receiver concluded that DenSco might have claims against Clark Hill and Beauchamp.  
4 On March 31, 2017, the Receiver filed a petition with the Receivership Court seeking  
5 permission to retain special counsel to investigate those potential claims. The petition  
6 was granted on April 27, 2017. After special counsel completed its investigation, the  
7 Receiver filed a petition asking the Receivership Court to authorize the Receiver to file,  
8 through special counsel, a complaint against Clark Hill and Beauchamp. That petition  
9 was granted on October 9, 2017. The Receiver, through special counsel, initiated this  
10 lawsuit on October 16, 2017 by filing a complaint which asserted claims against Clark  
11 Hill and Beauchamp for legal malpractice and aiding and abetting breach of fiduciary  
12 duty.

13 The Receiver has relied on special counsel to pursue those claims against Clark  
14 Hill and Beauchamp and to prepare this and previous disclosure statements.

#### 15 **I. FACTUAL BASIS OF CLAIMS**

16 The following numbered paragraphs disclose the primary facts on which the  
17 Receiver's claims against Clark Hill and Beauchamp are based. At trial, the Receiver  
18 may also rely on: facts disclosed in previous disclosure statements which are not  
19 included herein; facts disclosed in the Receiver's responses to written discovery; facts  
20 disclosed through any deposition taken in this action; facts contained in the documents  
21 and electronically stored information that have been identified in Sections VIII  
22 (anticipated trial exhibits) and IX (documents that may be relevant) of this disclosure  
23 statement, including, but not limited to, documents and electronically stored  
24 information in the Receiver's document depository; the defendants' disclosure  
25 statements, productions of documents and electronically stored information, and  
26 discovery responses; and documents and electronically stored information produced by  
27 non-parties pursuant to subpoena. The Receiver has also filed with the Court  
28 substantive and evidentiary motions and other memoranda which set forth facts, and

1 circumstantial inferences from facts, which are incorporated by reference into this  
2 disclosure statement.

3 This disclosure statement was prepared to fulfill the requirements in the Court's  
4 Scheduling Order of a "final" disclosure statement that would be served before the  
5 close of discovery. The Receiver anticipates supplementing his disclosures to  
6 incorporate facts learned through discovery that has not yet been taken and through  
7 further analysis of evidence disclosed and discovered in this action.

8 **A. Background Facts for the Period April 2001 to September 2011**

9 **1. DenSco's Formation and Operations Through 2003**

10 1. DenSco was established in April 2001 as an Arizona corporation.

11 2. Denny Chittick formed DenSco to make short-term loans to companies  
12 buying or investing in real estate. DenSco used money raised from investors to make  
13 those loans.

14 3. Chittick was DenSco's sole shareholder, president and director, and its  
15 only employee.

16 4. When DenSco was formed, Chittick retained Scott Gould to serve as a  
17 consultant to DenSco and a mentor to Chittick.

18 **2. Beauchamp Was DenSco's Securities Lawyer.**

19 **a. DenSco First Hired Beauchamp in 2003 to Advise the**  
20 **Company on Securities Law Issues.**

21 5. David Beauchamp is an attorney. He describes himself as practicing  
22 primarily in the areas of corporate law, securities, venture capital and private equity  
23 transactions.

24 6. Beauchamp has experience in representing companies that make real  
25 estate loans. Among others, he has represented DenSco, Real Estate Equity Lending,  
26 Inc., and RLS Capital, Inc.

27 7. Beauchamp began representing DenSco in 2003, when he was a partner of  
28 the law firm Quarles & Brady LLP.

1           8.     In 2004, Beauchamp left Quarles & Brady to join the law firm Gammage  
2 & Burnham, PLLC, where he continued to represent DenSco.

3           9.     In 2008, Beauchamp left Gammage & Burnham to join the law firm  
4 Bryan Cave LLP, where he continued to represent DenSco.

5           10.    Beauchamp has testified that DenSco relied on him to prepare private  
6 offering memoranda for distribution “to investors of DenSco in compliance with  
7 Arizona and federal security [sic] laws” and to provide DenSco with “recommendations  
8 for amended or additional [private offering memoranda] in keeping with the  
9 investments being made or contemplated by DenSco.”

10                               **b.     Beauchamp Prepared Private Offering Memoranda that**  
11                               **DenSco Issued to Investors in 2003, 2005, 2007, 2009,**  
                                  **and 2011 to Sell Promissory Notes.**

12           11.    DenSco issued private offering memoranda in 2003, 2005, 2007, 2009,  
13 and 2011, which DenSco used to sell promissory notes to investors.

14           12.    Beauchamp prepared each private offering memorandum (“POM”),  
15 sometimes working with other attorneys and others.

16               a.     Beauchamp met with Chittick and Gould in the course of preparing  
17 the 2003 POM. Gould is expected to testify that Chittick relied on Beauchamp  
18 and followed his advice with respect to the 2003 POM.

19               b.     At the time Beauchamp was preparing the 2007 POM, he prepared  
20 a private offering memorandum for RLS Capital, Inc.

21               c.     The 2009 POM was prepared by Beauchamp with assistance from  
22 Bryan Cave attorneys Ray Burgan, Logan Miller, and Nancy Pohl.

23               d.     The 2011 POM was prepared by Beauchamp with assistance from  
24 Bryan Cave attorneys Gus Schneider and Jonathan E. Stern.

25           13.    The process of preparing POMs in 2007, 2009 and 2011 took between  
26 one and three months.

1           a.     Beauchamp began working on a POM in early May 2007, after a  
2     May 3, 2007 meeting with Chittick, and completed his work in approximately  
3     thirty days.

4           b.     Beauchamp began working on a POM in April 2009, after an  
5     April 9, 2009 meeting with Chittick, and completed his work in approximately  
6     ninety days.

7           b.     Beauchamp began working on a POM in April 2011, after an  
8     April 13, 2011 meeting with Chittick, and completed his work in approximately  
9     ninety days.

10        14.     Beauchamp knew that Chittick told his investors that he had retained legal  
11     counsel to prepare DenSco's POMs, and that Chittick had identified him as the  
12     Company's securities attorney who helped prepare those POMs. For example, Chittick  
13     distributed a POM in 2011 to DenSco's investors through a July 19, 2011 email. The  
14     email was sent to all of DenSco's investors and Beauchamp. Chittick's transmittal  
15     email stated, in part: "I update this memorandum every two years. I work with David  
16     Beauchamp (securities attorney) to review all the statues [sic] and laws in Arizona as it  
17     pertains to my business and all the states that I have investors in. This is to ensure that  
18     I'm filing all the forms and following all the rules . . . ."

19                           **c.     The Terms of the POMs Beauchamp Prepared**

20                                   **(1)     DenSco Sold Promissory Notes.**

21        15.     In the POMs it issued in 2007, 2009 and 2011, DenSco offered to sell  
22     investors promissory notes of \$50,000 or more with the following durations and interest  
23     rates: six months at 8%; one year at 10%; and two to five years at 12%. The notes  
24     were "paid 'interest only' during the terms, with principal payable only at maturity."  
25     Investors had the ability to "have interest paid monthly, quarterly, or at maturity."

26        16.     Each POM stated that "[a]lthough the Company intends to use its good  
27     faith efforts to accommodate written requests from an investor to prepay any Note prior  
28

1 to maturity and the Company has in fact been able to satisfy such requests in a timely  
2 manner with interest paid in full, the Company has no obligation to do so and the  
3 investor has no right to require the Company to redeem the Note prior to maturity.”

4 17. By completing and signing a Subscription Agreement, investors specified  
5 the amount of the promissory note they wished to purchase, the term of the note, and  
6 how they wished to be paid interest.

7 18. The files that Beauchamp maintained, and the billing statements Bryan  
8 Cave issued to DenSco, reflect that Beauchamp prepared a form of Subscription  
9 Agreement in 2007 and 2009, but did not do so when he prepared a POM for DenSco in  
10 2011. There is no reference in those files and billing statements to any actions that  
11 Beauchamp took when DenSco issued a POM in 2011, or at any time thereafter, to  
12 ensure that DenSco was using an appropriate Subscription Agreement for the  
13 promissory notes DenSco sold during and after July 2011.

14 19. DenSco’s investor files reflect that during the two years the 2011 POM  
15 was in effect, Chittick used a Subscription Agreement that Beauchamp had prepared in  
16 2009 and which referenced the 2009 POM. Those files also reflect that Chittick  
17 continued to use the 2009 Subscription Agreement to sell promissory notes after the  
18 2011 POM expired in July 2013.

19 20. Beauchamp knew that the vast majority of DenSco’s investors purchased  
20 two-year promissory notes. For example, Beauchamp’s notes reflect that Chittick told  
21 him during a May 3, 2007 meeting that 90% of the promissory notes DenSco had issued  
22 to investors were two-year notes.

23 21. Beauchamp also knew that the vast majority of DenSco’s investors did  
24 not redeem their promissory notes when those notes matured, and instead “rolled over”  
25 their investments by executing a subscription agreement and buying a new promissory  
26 note when a previous promissory note matured. As Beauchamp wrote in a June 15,  
27 2007 e-mail to Richard Carney, who was then doing “Blue Sky” work for DenSco,  
28

1 “DenSco has regular sales of roll-over investments” and an “ongoing roll-over of the  
2 existing investors every 6 months or so.”

3 **(2) The Promissory Notes Were Represented to Be**  
4 **Safe, Secure Investments.**

5 22. In the POMs it issued in 2007, 2009 and 2011, DenSco made a number of  
6 representations about its business practices that were intended to give existing and  
7 potential investors the impression that the promissory notes sold by DenSco were safe,  
8 secure investments.

9 23. For example, the POM that DenSco issued in 2011 stated that:

10 a. DenSco had sold promissory notes worth \$25.9 million to  
11 new and existing investors since 2001, and “ha[d] never defaulted on  
12 either interest or principal” on any of those notes.

13 b. “All real estate loans funded by [DenSco] have been and are  
14 intended to be secured through first position trust deeds.”

15 c. DenSco would “attempt to maintain a diverse [loan]  
16 portfolio . . . by seeking a large borrowing base” and by “attempting to  
17 ensure that one borrower will not comprise more than 10 to 15 percent of  
18 the total portfolio.”

19 c. DenSco “intend[ed] to maintain general loan-to-value  
20 guidelines that currently range from 50 percent to 65 percent, (but it is not  
21 intended to exceed 70%), to help protect the Company’s portfolio of  
22 loans.”

23 d. “Because of these varying degrees of diversification, the  
24 relatively short duration of each of the loans, and management’s  
25 knowledge of the Phoenix metropolitan market, [DenSco’s] management  
26 anticipates that it will not experience a significant amount of losses.”

27 f. DenSco’s “objective is to have sufficient cash coming in  
28 from Trust Deed payoffs to be able to redeem all Notes as they come due

1 and maintain reserves without any need to sell assets or issue new Notes  
2 to repay the earlier maturing Notes.”

3 24. The POMs DenSco issued to existing and potential investors in 2007,  
4 2009 and 2011 each included a “Prior Performance” section which summarized the  
5 dollar value of promissory notes sold in preceding years, the number of loans made in  
6 each year, the value of those loans, the value of the property securing those loans, and  
7 losses incurred in each of those years.

8 25. The Prior Performance section in each POM concluded with a statement  
9 that was intended to give existing and potential investors the impression that the  
10 promissory notes sold by DenSco were safe, secure investments: “Each and every  
11 Noteholder has been paid the interest and principle due to that Noteholder in  
12 accordance with the respective terms of the Noteholder’s Notes. Despite any losses  
13 incurred by the Company from its borrowers, no Noteholder has sustained any  
14 diminished return or loss on their investment in a Note from [DenSco].”

15 **(3) The 2007, 2009 and 2011 POMs Were Each in**  
16 **Effect for Two Years, But Were Never Updated**  
17 **by DenSco, And Beauchamp Did Not Advise**  
**DenSco To Do So.**

18 26. Each POM that DenSco issued to existing and potential investors in 2007,  
19 2009 and 2011 stated that DenSco “intends to offer [promissory notes for sale] on a  
20 continuous basis until the earlier of (a) the sale of the maximum offering,” which was  
21 \$50 million, “or (b) two years from the date of this memorandum.” They went on to  
22 state that DenSco “reserves the right to amend, modify and/or terminate this offering.”

23 27. DenSco’s records do not reflect that it ever told existing and potential  
24 investors that “the maximum offering proceeds” offered through the 2007, 2009 and  
25 2011 POMs had been raised, or that it had terminated any of those offerings.

26 28. As a result, the POM that was dated June 1, 2007 expired on June 1,  
27 2009; the POM that was dated July 1, 2009 expired on July 1, 2011; and the POM that  
28 was dated July 1, 2011 expired on July 1, 2013.

1           29.     The POMs DenSco issued to existing and potential investors in 2007,  
2 2009 and 2011 each stated that “[i]n order to continue offering the Notes during this  
3 [two-year] period, [DenSco] will need to update this Memorandum from time to time.”

4 Each POM went on to state that

5           Keeping the information in the Memorandum current will cause the  
6 Company to incur additional costs. ***A failure to update this Memorandum***  
7 ***as required could result in the Company being subject to a claim under***  
8 ***Section 10b-5 of the Security Act for employing a manipulative or deceptive***  
9 ***practice in the sale of securities, subjecting [DenSco], and possibly the***  
10 ***management of [DenSco], to claims from regulators and investors.*** In  
11 addition, an investor might seek to have the sale of the Notes hereunder  
12 rescinded which would have a serious adverse effect on [DenSco’s]  
13 operations. (Emphasis added.)

14           30.     DenSco’s records do not reflect that DenSco ever took steps to “[k]eep[]  
15 the information in the [POMs DenSco issued in 2007, 2009 and 2011] current” by  
16 issuing updates to those POMs during the two-year period each of those POMs was in  
17 effect.

18           31.     The files that Beauchamp maintained, and the billing statements issued to  
19 DenSco by his respective law firms, do not reflect that Beauchamp ever advised  
20 DenSco to “[k]eep[] the information in the [POMs DenSco issued in 2007, 2009 and  
21 2011] current” by issuing updates to those POMs during the two-year period each of  
22 those POMs was in effect.

23           32.     Each POM that DenSco issued in 2007, 2009 and 2011 prominently  
24 warned potential purchasers of DenSco’s promissory notes that “NO PERSON HAS  
25 BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY  
26 REPRESENTATIONS CONCERNING THE COMPANY OTHER THAN AS  
27 CONTAINED IN THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM,  
28 AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR  
REPRESENTATIONS MUST NOT BE RELIED UPON.”

**(4) In Preparing the 2011 POM, Beauchamp Failed to Investigate a “Red Flag” About DenSco’s Lending Practices.**

33. The Prior Performance section of the POM DenSco issued in 2011 concluded with the same positive statement about DenSco’s lending activities and the absence of losses on promissory notes that was made in earlier POMs:

Since inception through June 30, 2011, [DenSco] has participated in 2622 loans, with an average amount of \$116,000, with the highest loan being \$800,000 and lowest being \$12,000. The aggregate amount of loans funded is \$306,786,893 with property valued totaling \$470,411,170. . . These loans have borne interest rates of 18% per annum. The interest rate paid to noteholders has ranged from 8% to 12% per annum through such date. Each and every Noteholder has been paid the interest and principle due to that Noteholder in accordance with the respective terms of the Noteholder’s Notes. Despite any losses incurred by the Company from its borrowers, no Noteholder has sustained any diminished return or loss on their investment in a Note from [DenSco].”

34. But the information disclosed in the 2011 POM’s Prior Performance section clearly raised a “red flag” about DenSco’s lending activities. Among the information disclosed in that section was the following.

<i>Year</i>	<i>Notes Sold</i>	<i>Loans Made</i>	<i>Yearly Loan Amount</i>
2001	\$500,000	37	\$8,378,000
2002	\$930,000	69	\$5,685,000
2003	\$1,550,000	124	\$11,673,000
2004	\$2,450,000	185	\$19,907,000
2005	\$2,670,000	236	\$34,955,700
2006	\$2,800,000	215	\$34,468,100
2007	\$2,400,000	272	\$42,579,634
2008	\$3,000,000	304	\$38,864,660
2009	\$2,100,000	412	\$41,114,707
2010	\$2,800,000	390	\$37,973,097
2011 (to 6/30/11)	\$4,700,000	378	\$36,187,995

35. This information raised a red flag because Chittick was DenSco’s sole employee. Chittick had previously retained Scott Gould as a consultant to DenSco and personal mentor, but by 2011 had unilaterally terminated DenSco’s relationship with Gould. In addition to selling promissory notes, making interest payments, and issuing statements to investors, Chittick was the only person who was conducting due diligence

1 and underwriting and documenting DenSco's loans. He was also responsible for  
2 collecting loan payments and ensuring compliance with loan agreements.

3 36. Since 2009, when the previous POM had been issued, Chittick made more  
4 than one loan a day: 412 in 2009; 390 in 2010; and 378 in just the first six months of  
5 2011.

6 37. A reasonable securities lawyer would have questioned whether Chittick  
7 could humanly make so many loans, and whether he was competently managing  
8 DenSco's lending activities.

9 38. A reasonable securities lawyer would have conducted a due diligence  
10 inquiry about DenSco's lending practices and the 2011 POM's representations that  
11 "[a]ll real estate loans funded by [DenSco] have been and are intended to be secured  
12 through first position trust deeds," and that DenSco was, in fact, "attempting to ensure  
13 that one borrower will not comprise more than 10 to 15 percent of the total portfolio,"  
14 among other representations.

15 39. Any concerns about DenSco's lending practices would have been  
16 heightened by the increased amount of money Chittick had raised in the first half of  
17 2011 (\$1.9 million more than the \$2.8 million that had been raised in all of 2010), and  
18 the overall amount of money DenSco had raised since 2001 through the sale of  
19 promissory notes (\$26.9 million as of June 30, 2011).

20 40. Bryan Cave had a mandatory due diligence procedure in place at the time  
21 Beauchamp was working on the 2011 POM. As Beauchamp told Chittick in a June 11,  
22 2011 email, he was required by Bryan Cave's "internal compliance procedures to  
23 comply with the new regulations and requirements" to "set up a due diligence file" that  
24 would "support each of the statements in the POM."

25 41. But the files that Beauchamp maintained, and the billing statements Bryan  
26 Cave issued to DenSco, do not reflect that Beauchamp ever conducted any due  
27 diligence on DenSco's lending practices in 2011.  
28

1           42.    Beauchamp overlooked this red flag and would later overlook other red  
2 flags.

3                   **3.       Beauchamp Also Advised DenSco About Its Lending Practices.**

4           43.    In addition to preparing DenSco's POMs and advising DenSco on  
5 securities law matters, Beauchamp advised DenSco about its lending practices.

6           44.    As Beauchamp wrote in a June 15, 2007 email to Richard Carney, he and  
7 others at Gammage & Burnham had "updated DenSco's . . . loan documents to be used  
8 with borrowers."

9           45.    The files that Beauchamp maintained from his time at Gammage &  
10 Burnham reflect that he had a meeting with Chittick on May 3, 2007, during which  
11 Chittick asked Beauchamp to review and revise the documents DenSco used to make  
12 and secure its loans.

13           46.    At Beauchamp's request, Gammage & Burnham attorney Kevin Merritt  
14 took the lead in making those revisions, but Beauchamp remained involved in  
15 reviewing the revisions and discussing them with Chittick.

16           47.    Chittick told Beauchamp and Merritt that DenSco used a Receipt and  
17 Mortgage, which only the borrower signed, to serve as evidence that DenSco had paid  
18 directly to a Trustee the proceeds of a loan a borrower had obtained from DenSco to  
19 buy property from the Trustee at a Trustee's sale.

20           48.    Chittick told Beauchamp and Merritt that because there was often a delay  
21 in a Trustee recording a Trustee's deed after a Trustee's sale, DenSco recorded its  
22 Receipt and Mortgage immediately after a Trustee's sale had been completed to  
23 establish its lien rights. Once a Trustee's deed was recorded, DenSco would record its  
24 Deed of Trust and Assignment of Rents.

25           49.    In May and June 2007, Merritt prepared for DenSco's use revised forms  
26 of a Receipt and Mortgage, Note Secured by Deed of Trust, Deed of Trust and  
27 Assignment of Rents, and a Continuing Personal Guaranty, which Beauchamp received.  
28

1           50.     The revised Receipt and Mortgage, like the previous form, was to be  
2 signed by the borrower only, and not the Trustee. The operative language included the  
3 following terms:

4           The undersigned borrower ("Borrower") acknowledges receipt of the proceeds  
5 of a loan from DenSco Investment Corporation ("Lender") in the sum of \$\_\_\_\_,  
6 **as evidenced by check payable to \_\_\_\_\_ ("Trustee").** The loan was made to  
7 Borrower to purchase the Real Property legally described as: Lot\_\_\_\_,  
8 Subdivision\_\_\_\_, according to Book\_\_\_\_ of Maps, Page\_\_\_\_, in the plat record  
9 in the Recorder's Office of Maricopa County. Address:\_\_\_\_\_. **At a**  
10 **trustee's sale conducted by Trustee, which took place on\_\_\_\_, 200\_\_\_\_, Borrower**  
11 **became the successful purchaser with the highest bid,** and the loan is intended  
12 to fund all or a part of the purchase price bid by Borrower at such trustee's sale.  
13 (Emphasis added.)

14           51.     As revised by Merritt, the Receipt and Mortgage contemplated that  
15 DenSco would: (1) issue a check payable to the Trustee; and (2) employ some means to  
16 confirm that the check had been used by the borrower to purchase the property from the  
17 Trustee at a Trustee's sale.

18           52.     Beauchamp has testified in an interrogatory answer that he "prepared all  
19 of DenSco's offering documents" and "reviewed and commented on" DenSco's loan  
20 documents, including the Receipt and Mortgage."

21           53.     Beauchamp also testified that he "set out the proper method and  
22 procedures for funding a loan" in the POMs, which he said were "disclosed to  
23 DenSco's investors [as] the processes and procedures DenSco used to protect the  
24 investments made in the company." He identified two specific representations made in  
25 the POMs that DenSco issued in 2007, 2009 and 2011. According to Beauchamp, those  
26 POMs

27           a.       "describe that DenSco 'intends to directly . . . or indirectly . . .  
28 perform due diligence to verify certain information in connection with funding a  
Trust Deed'" and

          b.       "explain that '[p]rior to purchasing a Trust Deed or funding a  
direct loan, the Company intends to have an officer, employee or an authorized  
representative conduct a due diligence review by interviewing its owners,

1 verifying the documentation and performing limited credit investigations as are  
2 deemed appropriate by the Company and visiting the subject property in a timely  
3 manner.’”

4 54. After identifying those representations, Beauchamp linked them to the  
5 Receipt and Mortgage, testifying: “Further, every mortgage evidencing a property  
6 purchase made with a DenSco loan stated that the check purchasing the property was  
7 made to the Trustee.”

8 **4. In 2009 and 2010, Beauchamp Advised DenSco About Whether**  
9 **DenSco Should Be Regulated by the Arizona Department of**  
10 **Financial Institutions, and in 2010 and 2011 Worked to**  
11 **Prevent the Department from Regulating DenSco.**

12 55. Beauchamp also advised DenSco about whether it was subject to  
13 regulation by the Arizona Department of Financial Institutions (“ADFI”); such  
14 regulation would have included periodic audits of DenSco’s lending practices. He then  
15 represented DenSco in fending off the ADFI’s efforts to regulate DenSco.

16 56. During April 2009, when Beauchamp was a partner of Bryan Cave,  
17 Beauchamp and Bryan Cave attorney Ray Burgan reviewed DenSco’s lending  
18 procedures and advised DenSco as to whether DenSco was subject to ADFI supervision  
19 and required to be licensed.

20 57. Beauchamp and Burgan advised Chittick by email that “DenSco’s  
21 operations as we understand them can be shown to exclude DenSco and you from being  
22 subject to [the ADFI’s] current licensing requirements.”

23 58. Chittick accepted their advice and followed it.

24 59. In May 2010, Beauchamp reviewed and analyzed proposed new licensing  
25 regulations and conferred with Chittick about them.

26 60. In June 2010, Beauchamp and Bryan Cave attorneys Logan Miller and  
27 Michael Dvoren further analyzed those proposed regulations.

28 61. Chittick stated by email that he was prepared to have DenSco and himself  
subject to regulation by the ADFI.

1           62. But based on Beauchamp's advice, Chittick did not cause DenSco to be  
2 regulated by the ADFI and took active steps to resist such regulation.

3           63. At Beauchamp's direction, in June 2010, Dvoren presented arguments to  
4 a representative of the ADFI as to why DenSco was not subject to the Department's  
5 regulation and oversight. Those arguments were memorialized in emails that Dvoren  
6 sent to representatives of the ADFI and the Arizona Attorney General's Office.

7           64. Beauchamp's and Dvoren's arguments were apparently successful, as the  
8 ADFI did not take further steps in 2010 to regulate DenSco.

9           65. On August 12, 2011, Chittick sent Beauchamp a letter DenSco had  
10 received from the ADFI regarding an investigation by the Department as to whether  
11 DenSco was subject to mortgage broker regulations and required to be licensed and  
12 supervised by the Department.

13           66. On August 22, 2011, Beauchamp sent a letter to the Department which  
14 asserted that DenSco was not subject to regulation by the ADFI.

15           67. Those arguments were apparently successful, as the ADFI did not take  
16 further steps in 2011 to regulate DenSco.

17                   **5. Beauchamp Consistently Identified DenSco As His Client.**

18           68. Files maintained by DenSco, Gammage & Burnham and Bryan Cave  
19 reflect that while Beauchamp was affiliated with Gammage & Burnham and Bryan  
20 Cave he consistently identified DenSco as his client, and never stated in an engagement  
21 letter that he represented Chittick individually.

22           69. For example, on May 7, 2007, Beauchamp sent Chittick a letter to  
23 confirm that DenSco had retained Gammage & Burnham to prepare the 2007 POM  
24 which stated, in part, "As we have previously done, DenSco Investment Corporation  
25 ("DenSco") will continue to be the client for this matter. If that is not consistent with  
26 your understanding, please advise me immediately."  
27  
28

1           70.    On April 10, 2008, Beauchamp sent Chittick a letter to confirm that  
2 Bryan Cave had been retained “to provide legal services to DenSco Investment  
3 Corporation in connection with [its] general business matters and such future matters  
4 that we mutually agree to undertake.”

5           71.    On April 14, 2009, Beauchamp sent Chittick a letter to confirm that  
6 Bryan Cave had been retained “to provide legal services to DenSco Investment  
7 Corporation in connection with updating [its] Confidential Private Offering  
8 Memorandum for 2009.”

9           72.    During 2010, Beauchamp caused a “Blue Sky Issues” matter to be  
10 established in Bryan Cave’s accounting and filing system which identified DenSco as  
11 the firm’s client.

12           73.    On May 3, 2011, Beauchamp sent Chittick a letter to confirm that Bryan  
13 Cave had been retained “to provide legal services to DenSco Investment Corporation in  
14 connection with the updating of [its] Confidential Private Offering Memorandum for  
15 2011.”

16           74.    In May and June 2011, Beauchamp discussed with Chittick his or  
17 DenSco’s possible participation in a to-be-formed title insurance company. Beauchamp  
18 established a new matter in Bryan Cave’s accounting and filing systems for DenSco,  
19 described as “Formation of affiliate entity with partners.” DenSco was identified as  
20 Bryan Cave’s client.

21           75.    In August 2011, Beauchamp caused a new matter in Bryan Cave’s  
22 accounting and filing systems to be opened, captioned AZ Practice Review, which  
23 identified DenSco as the firm’s client.

24           **B.    Events That Occurred in the Four Months Before Beauchamp Joined**  
25           **Clark Hill in September 2013.**

26           76.    The POM that DenSco issued in July 2011 expired on July 1, 2013.  
27 DenSco did not issue a POM in July 2013, or at any time after July 2013, to replace the  
28 POM that expired on July 1, 2013.

1           77. Between May 9 and July 1, 2013, Beauchamp took some preliminary  
2 steps to prepare a new POM but did not begin drafting a new POM. He also failed to  
3 conduct the due diligence that a reasonable securities lawyer would have undertaken.  
4 He failed to investigate red flags about DenSco's lending practices when they were  
5 brought to his attention.

6                   **1. Beauchamp Was Asked to Leave Bryan Cave in June 2013 and**  
7                   **Left the Firm in August 2013.**

8           78. One apparent reason for Beauchamp's inattention to DenSco's need for a  
9 new POM was that he spent the summer months looking for a new job.

10          79. Information the Receiver has received in response to a subpoena served  
11 on Bryan Cave suggests that on or shortly after June 4, 2013, Beauchamp was informed  
12 by Bryan Cave's management committee that the firm wanted to end its relationship  
13 with Beauchamp and that he would need to find a new law firm where he could practice  
14 law.

15          80. Bryan Cave's decision understandably was not well received by  
16 Beauchamp. As he wrote in a January 15, 2014 email to his former partner Bob Miller  
17 explaining why he did not wish to attend a meeting at Bryan Cave's offices, "[m]y last  
18 few months [at Bryan Cave] were more than a little difficult and I do not want to go  
19 back to that."

20          81. Beauchamp finalized the terms of his employment by Clark Hill by mid-  
21 to late-August 2013.

22          82. Beauchamp's notes reflect that he spoke to Chittick on August 26, 2013  
23 and told him that "BC will be sending a letter to Denny & letting Denny decide if he  
24 wants files kept at BC or moved to CH."

25          83. On August 30, 2013, Beauchamp sent Chittick by email a letter that he  
26 and Jay Zweig, the managing partner of Bryan Cave's Phoenix office, both signed,  
27 informing DenSco that Beauchamp would be leaving Bryan Cave effective August 31,  
28 2013, and that Beauchamp would be joining Clark Hill.

1                   **2.     During the Month of May 2013, Beauchamp Performed**  
2                   **Minimal Work to Prepare a New POM.**

3           84.     The files that Beauchamp maintained at Bryan Cave and Bryan Cave's  
4           billing statements reflect that Chittick had to prompt Beauchamp to start working on a  
5           new POM in 2013.

6                 a.     On March 17, 2013, Chittick sent Beauchamp an email proposing  
7           to meet in April to begin working on an updated private offering memorandum.

8                 b.     On May 1, 2013, Chittick sent another email to Beauchamp which  
9           stated: "it's the year we have to do the update on the memorandum, when do you  
10          want to start?"

11                c.     Beauchamp responded by email that day and scheduled a meeting  
12          for May 9, 2013.

13          85.     Despite those documents, Beauchamp claims in Defendants' initial  
14          disclosure statement (at 5) that he, rather than Chittick, was the one who started the  
15          process of preparing a new POM in 2013 when he "advised DenSco that it needed to  
16          update its 2011 POM given the passage of time and changes in the scope of DenSco's  
17          fund raising."

18          86.     Beauchamp caused a new matter to be established in Bryan Cave's  
19          accounting and filing systems for the preparation of a 2013 POM which identified  
20          DenSco as Bryan Cave's client.

21          87.     When the matter was opened, Bryan Cave established a "due diligence"  
22          file for a 2013 POM.

23          88.     Before the May 9, 2013 meeting, Beauchamp prepared or caused to be  
24          prepared a draft private offering memorandum dated "May \_\_, 2013" (the "draft 2013  
25          POM").

26          89.     With the exception of the title page, the draft 2013 POM was a duplicate  
27          of a preliminary draft of the 2011 POM, which Bryan Cave attorney Gus Schneider had  
28

1 sent to Chittick on June 15, 2011 at Beauchamp's direction, when Schneider and  
2 Beauchamp were working on the 2011 POM.

3 90. During the May 9 meeting, Beauchamp took a few notes and apparently  
4 underlined or circled a few passages in the draft 2013 POM.

5 91. Beauchamp's notes reflect that Chittick told him during the meeting that  
6 DenSco had as of that date raised over \$50 million from 75 to 80 investors who  
7 collectively held 114 accounts.

8 92. Beauchamp stopped working on the draft 2013 POM after learning how  
9 much money DenSco had raised since the 2011 POM. As he would later tell Bryan  
10 Cave partner Elizabeth Sipes through a June 25, 2013 email: "We stopped the updating  
11 when we were told that the investments from the investors had jumped to  
12 approximately \$47.5 million. Given that significant increase, I have been asking for  
13 help to determine what other federal or state laws might be applicable."

14 93. According to Bryan Cave's billing statement, the only work Beauchamp  
15 performed during May 2013 on the draft 2013 POM was for less than thirty minutes of  
16 "[w]ork on issues and follow-up" on May 10 and less than thirty minutes of "[w]ork on  
17 issues and information for Private Offering Memorandum" on May 31, 2013.

18 **3. During June 2013, Beauchamp Learned From Another Bryan**  
19 **Cave Lawyer That DenSco's Website Violated Federal**  
**Securities Laws.**

20 94. Although Beauchamp learned on May 9, 2013 that DenSco had nearly  
21 \$50 million of investor loans and told his Bryan Cave colleagues that he stopped  
22 working on the draft 2013 POM when he learned of that fact so that he could  
23 investigate what federal or state laws were implicated by the substantial increase in  
24 DenSco's sales of promissory notes, Beauchamp waited until June 10, 2013 before  
25 seeking assistance from other Bryan Cave attorneys.  
26  
27  
28

1           a.     On June 10, 2013, Beauchamp sent an email to Ken Henderson, an  
2 attorney in Bryan Cave's New York City office, copied to William Seabaugh, an  
3 attorney in Bryan Cave's St. Louis office.

4           b.     His email stated, in part: DenSco "is a client which makes high  
5 interest loans (18% with no other fees) secured by first lien position against real  
6 estate. . . . DenSco has previously had aggregate investor loans outstanding at  
7 approximately \$16 to \$18 million from its investors. We are starting the process  
8 to update and renew DenSco's private offering memo (renew it every two years)  
9 and we have now been advised that DenSco now has almost \$47 million in  
10 aggregate investor loans outstanding."

11          c.     Beauchamp said he was seeking "guidance or direction" as to  
12 whether DenSco, with close to \$50 million of investor funds, was subject to  
13 certain federal securities acts and regulations.

14          d.     Henderson suggested by email that Beauchamp confer with Robert  
15 Pedersen, an attorney in Bryan Cave's New York City office, and Elizabeth  
16 Sipes, an attorney in Bryan Cave's Denver office.

17       95.     On June 11, 2013, Beauchamp sent an email to Chittick which stated:  
18 "How many investors hold notes from DenSco? We are trying to determine what  
19 exclusions DenSco could qualify for with respect to the other applicable federal  
20 statutes. I do not have that number in my notes."

21       96.     Chittick responded by email that day, telling Beauchamp DenSco had 114  
22 individual accounts, held by approximately 80 families.

23       97.     On June 17, 2013, Beauchamp received an email from Pedersen.  
24 Pedersen noted that he had reviewed DenSco's website, and had asked Randy Wang, an  
25 attorney in Bryan Cave's St. Louis office, whether DenSco was in compliance with the  
26 Securities Act of 1933. Pedersen wrote: "Randy questioned whether in the DenSco  
27 Investment Corp. case, the existence of, and/or statements made on, the DenSco  
28

1 [website] which I had brought to his attention, made the transaction exemption  
2 unavailable to DenSco. In any event you may wish to discuss further with Randy.”

3 98. Beauchamp then printed information from DenSco’s website, which  
4 included a section captioned “Investor Requirements” that purported to provide an  
5 “abbreviated description” of “legal definitions” found in the 2011 POM and related  
6 subscription agreement, including a definition of accredited investor.

7 99. Although Beauchamp had been representing DenSco since 2003, and his  
8 files reflect that he regularly reviewed DenSco’s website, it was another Bryan Cave  
9 lawyer, with no prior involvement in Bryan Cave’s representation of DenSco, who  
10 immediately identified this significant issue.

11 100. Beauchamp wrote an email to Wang on June 17, 2013, which stated:  
12 “With respect to the client’s statements on its website, I was not aware that the client  
13 had added his personal description of what is an eligible ‘accredited investor’ to the  
14 DenSco website. *I will have him take it down.* (Emphasis added.) I also have a call  
15 into him to ask when he added that language. Previously, his website was just for  
16 potential borrowers and for existing investors. It included his view of the real estate  
17 lending market and explained the status of the properties that DenSco had commenced  
18 or might have to commence a Trustee Sale to take ownership of the security for a loan.  
19 Given his ‘layman’s description of an accredited investor’ on the website, does that  
20 constitute general solicitation, which will cause the offering to no longer qualify under  
21 Regulation D? If so, can we discuss what we need to tell him that he needs to do to  
22 resolve the loss of his exempt security status?”

23 101. Beauchamp’s notes reflect that he spoke to Wang on June 17, 2013.

24 102. Beauchamp’s notes also reflect that he spoke to Chittick on June 17,  
25 2013.

26 103. After talking to Chittick, Beauchamp sent an email to Wang on June 17,  
27 2013, which stated, in part: “*I talked to Denny Chittick, the owner of DenSco. Denny*  
28 *has already had the website modified.* (Emphasis added.) Denny also reviewed the list

1 of his investors (there are only 114 individual investors from approx 80 families). All  
2 of his investors were either family or friends (or verified referrals from family or  
3 friends). . . . According to his note schedule, Denny has approximately 60 investor  
4 notes that are scheduled to expire in the next six months, *so he would prefer to not be*  
5 *shut down and have to return all of that investment money to his investors until he*  
6 *could commence operations again.*” (Emphasis added.)

7 104. Beauchamp received an email from Chittick late in the day on June 17,  
8 2013, through which Chittick forwarded his email exchange with a vendor confirming  
9 that information regarding interest rates offered for promissory notes and the entire  
10 “Investor Requirements” section had been removed from DenSco’s website.

11 105. Beauchamp spoke to Wang on June 18, 2013. His notes reflect that Wang  
12 “does not have a clean path for the private placement” and that he and Beauchamp  
13 discussed a number of “judgment calls” which were described in Beauchamp’s notes as  
14 follows: (i) “whether website constitutes ‘General Solicitation’ – probably yes”;  
15 (ii) “would a waiver of Right of Rescission be helpful – probably not → that just  
16 resolves the individual claim + not the offering itself”; (iii) “would starting a new  
17 company be helpful – probably not – still would be integrated offering.” Beauchamp’s  
18 notes concluded by stating “Randy does not have a solution” and a list of the names of  
19 other Bryan Cave attorneys Beauchamp should contact.

20 106. On June 20, 2013, Beauchamp sent an email to Bryan Cave attorneys  
21 Henderson, Wang, Robert Endicott in the firm’s St. Louis office, and Garth Jensen in  
22 the firm’s Denver office. Beauchamp’s email stated, in part:

23 “[DenSco] is a client which makes high interest loans (18% with no other fees)  
24 secured by first lien position against Arizona real estate. . . . As part of our due  
25 diligence for this offering, we reviewed the client’s website. On its website, the  
26 client lists several pieces of information concerning Arizona real estate, but the  
27 client has also added Denny Chittick’s personal description of who or what is an  
28 eligible ‘accredited investor.’ In addition, the website also referenced the  
interest rate paid by DenSco to its investors. *After we advised the client that*  
*this could be deemed to be “general solicitation” in violation of Regulation D,*  
*the client immediately took down these references from its website.* . . . Randy  
and I are concerned that if this information on the website is deemed to  
constitute ‘general solicitation’ then the offering will no longer qualify under

1 Regulation D. . . . *According to his note schedule, Denny has approximately 60*  
2 *investor notes that are scheduled to expire in the next 6 months (and to*  
3 *probably be rolled over into new notes), so he would prefer to not be shut down*  
4 *and to have to return all of that investment money to his investors until he*  
5 *could commence operations again.* Issue: Does anyone have any suggestion or  
thoughts that we can advise the client (short of closing down its business for six  
months) that he needs to do to resolve the loss of his exempt security status?"  
(Emphasis added.)

6 107. Henderson and Wang responded to Beauchamp's email on June 20, 2013,  
7 discussing when the "'JOBS Act' requirement that the SEC eliminate the general  
8 solicitation requirement for all accredited investors offerings [would] become  
9 effective[.]"

10 108. On June 25, 2013, Beauchamp sent an email to Sipes which stated, in  
11 part: "Attached is the previous POM for the client which has only had the date  
12 changed. We stopped the updating when we were told that the investments from the  
13 investors had jumped to approximately \$47.5 million. Given that significant increase, I  
14 have been asking for help to determine what other federal or state laws might be  
15 applicable. Bob Pederson of NY has said that the Trust Indenture Act will not be  
16 applicable so long as the client is under the Regulation D, Rule 506 exemption. The  
17 other big issues [that] have waited for your help to discern [is] if we need to comply  
18 with the Investment Advisors Act of 1940 and the Registered Investment Advisors  
19 requirements."

20 109. Beauchamp spoke to Sipes on June 27, 2013. Beauchamp's notes reflect  
21 that Sipes told him the 2011 POM had incorrectly referenced an exemption under the  
22 Investment Company Act, that she was considering other issues, and that she would  
23 follow up by email.

24 110. Beauchamp spoke to Chittick on June 27, 2013. Beauchamp's notes  
25 reflect that he shared with Chittick the information he had received from Sipes.

26 111. Chittick sent Beauchamp an email on June 27, 2013 to again confirm that  
27 the requested changes to the website had been completed. He added, "Oh ya I just took  
28 in another 1.1 million yesterday."

1                   4.     **During June 2013, Beauchamp Learned That Representations**  
2                   **Made In the 2011 POM About DenSco's Lending Practices**  
3                   **Were Materially Misleading But Failed to Conduct Any**  
4                   **Investigation of DenSco's Lending Practices.**

5                   112.   Beauchamp received an email from Chittick on June 14, 2013.

6                   113.   Chittick's email, which was copied to Yomtov "Scott" Menaged, said, in  
7                   part: "I have a borrower, to which I've done a ton of business with, million[s] in loans  
8                   and hundreds of loans for several years[.] [H]e's getting sued along with me. . . . Easy  
9                   Investments[] has his attorney working on it[.] [I]'m okay to piggy back with his  
10                  attorney to fight it[.] Easy Investments [is] willing to pay the legal fees to fight it. I  
11                  just wanted you to be aware of it, and talk to his attorney, [whose] contact info is  
12                  below."

13                  114.   Chittick's email included a forwarded email from Menaged which  
14                  provided contact information for his attorney, Jeffrey J. Goulder.

15                  115.   Copies of a summons, the first four pages of a complaint, a certificate of  
16                  compulsory arbitration, and a lis pendens were attached to the email.

17                  116.   Menaged responded to the email by telling Beauchamp in an email to  
18                  "bill me for your services and utilize my attorney for anything you may need."

19                  117.   The complaint and other documents Beauchamp received identified by  
20                  street address and legal description the foreclosed home at issue in the lawsuit; they  
21                  also identified the names of the former owners.

22                  118.   After reviewing these documents, Beauchamp sent an email to Chittick on  
23                  June 14, 2013 which said "***We will need to disclose this in POM.***" (Emphasis added.)

24                  119.   Bryan Cave's billing records reflect that Beauchamp billed DenSco for 30  
25                  minutes of time on June 14, 2013 devoted to "[e]mail to D. Chittick regarding need to  
26                  disclose pending litigation in Private Offering Memorandum; review email from D.  
27                  Chittick; review requirements."  
28

1           120. The complaint had been filed in Maricopa County Superior Court by Freo  
2 Arizona, LLC against DenSco; Easy Investments, LLC; Active Funding Group, LLC;  
3 Ocwen Loan Servicing, LLC; and another defendant.

4           121. According to the excerpt of the complaint that Beauchamp received,

5               a. A home in Peoria, Arizona was to be sold at a trustee's sale.

6               b. Freo claimed to have purchased the home on March 18, 2013,  
7 before the date of the scheduled trustee's sale, by paying Ocwen Loan Servicing  
8 the payoff amount for the mortgage, and that the sale was documented in a  
9 warranty deed that had been recorded with the Maricopa County Recorder's  
10 Office.

11              c. Ocwen failed to timely instruct the Trustee to cancel the trustee's  
12 sale.

13              d. On March 22, 2013, *Easy Investments* acquired the property at a  
14 trustee's sale, and then "*attempted to encumber the property with deeds of trust*  
15 *to Active [Funding Group] and DenSco.*" (Emphasis added.)

16              e. Freo filed its lawsuit to establish that it owned the property free  
17 and clear of liens asserted by Active Funding Group and DenSco.

18           122. The *Freo* complaint put Beauchamp on notice that DenSco's 2011 POM  
19 was materially misleading because DenSco was not following the "proper method and  
20 procedures for funding a loan" which, according to Beauchamp's interrogatory  
21 answers, were described in the 2011 POM as including "'due diligence to verify certain  
22 information in connection with funding a Trust Deed'" and "'conduct[ing] a due  
23 diligence review by . . . verifying the documentation.'"

24           123. It was apparent from the *Freo* complaint that Chittick had not conducted  
25 any due diligence before loaning money to Easy Investments to acquire this particular  
26 home, since the property had been sold, according to public records, five days before a  
27 trustee's sale. Under such circumstances, the loan funded by DenSco could not have  
28

1 been a loan “intended to be secured through [a] first position trust deed[],” as DenSco  
2 had represented in the 2011 POM.

3 124. It was also apparent from the *Freo* complaint that Chittick had not  
4 exercised appropriate care in loaning money to Easy Investments, since Freo alleged  
5 that Easy Investments had “attempted to encumber the property with deeds of trust to  
6 Active [Funding Group] and DenSco.” That allegation called into question both the  
7 due diligence Chittick had employed in selecting Easy Investments as a borrower and  
8 the practices Chittick followed in funding loans made by DenSco.

9 125. Although the files Beauchamp maintained and Bryan Cave’s billing  
10 records reflect that the only actions Beauchamp took after receiving Chittick’s June 14,  
11 2013 email were to spend 30 minutes to “review email from D. Chittick” and to send  
12 “[e]mail to D. Chittick regarding need to disclose pending litigation in Private Offering  
13 Memorandum,” Beauchamp claims in Defendants’ initial disclosure statement (at 6-7)  
14 that he did more than that.

15 126. Beauchamp claims that after reviewing the *Freo* complaint, he “advised  
16 Mr. Chittick . . . that Mr. Chittick needed to fund DenSco’s loans directly to the trustee  
17 or escrow company conducting the sale, rather than provide loan funds directly to the  
18 borrower, to ensure that DenSco’s deed of trust was protected.” This is an admission  
19 by Beauchamp that he knew in June 2013 that the 2011 POM was materially  
20 misleading.

21 127. Beauchamp goes on to say in Defendants’ initial disclosure statement that  
22 “Mr. Chittick explained to Mr. Beauchamp that this was an isolated incident with a  
23 borrower, Menaged, whom Mr. Chittick described in his email as someone he had  
24 ‘done a ton of business with . . . hundreds of loans for several years . . . .’”

25 128. If a jury believes that Beauchamp actually had this discussion with  
26 Chittick, despite the absence of any email, note or billing record to support  
27 Beauchamp’s claim, it should conclude that Beauchamp decided not to take *any* steps to  
28 investigate Chittick’s admission that DenSco had lax lending practices. The jury may

1 also conclude that Beauchamp was preoccupied with his efforts to find a new law firm  
2 and did not take the time to do so.

3 129. An investigation into DenSco's lending practices was needed because:

4 a. the volume of DenSco's lending that Chittick was managing by  
5 himself (a missed red flag when the 2011 POM was prepared) had significantly  
6 increased since 2011;

7 b. as Beauchamp had noted in his email exchanges with Bryan Cave  
8 attorneys, DenSco had gone from \$16 to \$18 million of investor funds in 2011 to  
9 approximately \$47 million in 2013, and Beauchamp knew that the additional  
10 investor funds would be utilized to make new loans;

11 c. the allegations in the *Freo* lawsuit evidenced a lack of due  
12 diligence on DenSco's part in deciding to fund the loan in question;

13 d. the allegations in the *Freo* lawsuit called into question whether  
14 Menaged, whom Chittick described as one of DenSco's major borrowers, was a  
15 reliable and trustworthy person.

16 e. Chittick's admission that he had given funds directly to Easy  
17 Investments necessarily meant DenSco was not complying with the terms of the  
18 Receipt and Mortgage which, as Beauchamp has noted in his interrogatory  
19 answers, "stated that the check purchasing the property was made to the  
20 Trustee."

21 f. Beauchamp knew on June 17, 2013, when he downloaded and  
22 reviewed DenSco's website, that DenSco was representing to existing and  
23 potential investors that it followed "Lending Guidelines" under which it would  
24 be in "First Position ONLY!"

25 g. Beauchamp knew that DenSco would be actively selling  
26 promissory notes in the latter half of 2013, since he knew, and told his Bryan  
27 Cave colleagues on June 20, 2013, that "[a]ccording to [Chittick's] note  
28

1 schedule, [DenSco] has approximately 60 investor notes that are scheduled to  
2 expire in the next 6 months (and to probably be rolled over into new notes).”

3 h. Beauchamp knew that DenSco was actively selling promissory  
4 notes based on the 2011 POM. On June 27, 2013, for example, Chittick told him  
5 by email “Oh ya I just took in another 1.1 million yesterday.”

6 130. Beauchamp did not conduct an investigation of the allegations in the *Freo*  
7 lawsuit regarding DenSco’s lending practices, or of DenSco’s lending practices  
8 generally, in June 2013 (before the 2011 POM expired on July 1, 2013) or at any time  
9 thereafter.

10 131. If Beauchamp had investigated the allegations in the *Freo* complaint, he  
11 would have found within minutes, by reviewing records available through the Maricopa  
12 County Recorder’s website relating to the property described in the *Freo* lawsuit: (i) a  
13 Deed of Trust and Security Agreement With Assignment of Rents given by Easy  
14 Investments in favor of Active Funding Group, which Menaged had signed on  
15 March 25, 2013; and (ii) a Deed of Trust and Assignment of Rents given by Easy  
16 Investments in favor of DenSco, which Menaged had signed on April 2, 2013. Both  
17 signatures were witnessed by the same notary public.

18 132. Those documents confirmed the allegation in the *Freo* complaint that  
19 DenSco was not in first position on a loan it had made to Easy Investments.

20 133. Those documents also showed that Menaged had purposefully borrowed  
21 money, first from Active Funding and then from DenSco, using the same property as  
22 security, since he had personally signed both the Active Funding deed of trust and the  
23 DenSco deed of trust before a notary.

24 134. Had Beauchamp questioned Chittick about his lending relationship with  
25 Menaged, he would have learned that Chittick had, by mid-2013, caused DenSco to  
26 make loans to entities controlled by Menaged such that the representation in the 2011  
27 POM regarding loan concentrations (that DenSco would “attempt[] to ensure that one  
28

1 borrower will not comprise more than 10 to 15 percent of the total portfolio”) was  
2 materially misleading.

3 **5. During July and August 2013, Beauchamp Took Minimal**  
4 **Steps to Prepare a New POM.**

5 135. After failing to do any investigation of the allegations in the *Freo* lawsuit  
6 or of DenSco’s lending practices generally, an apparently distracted Beauchamp took  
7 minimal steps in July and August 2013 to prepare a new POM.

8 136. On July 1, 2013, Beauchamp received an email from Sipes which stated,  
9 in part, that she didn’t believe DenSco would be considered an investment advisor  
10 under the Investment Company Act or the Investment Advisers Act and did not believe  
11 DenSco needed to limit the number of accredited investors to whom it offered  
12 promissory notes.

13 137. On July 10, 2013, Beauchamp forwarded to Chittick a news report that  
14 the SEC had just decided to end the ban on general solicitation.

15 138. Bryan Cave’s billing statements reflect that between July 12, 2013 and  
16 July 31, 2013, Beauchamp recorded time to “revise disclosure in Private Offering  
17 Memorandum” and “[w]ork on and revise Private Offering Memorandum” and had  
18 additional time entries to “[w]ork on revisions to Private Offering Memorandum” or  
19 “[w]ork on issues for Private Offering Memorandum.”

20 139. But the only document in Bryan Cave’s file that reflects any revisions  
21 Beauchamp made to the draft of a 2013 POM is a draft containing several of his  
22 handwritten edits. They included a note on the cover of the draft to “revise to new  
23 version for B/L purposes,” but no blacklined draft of a 2013 POM exists in Bryan  
24 Cave’s file.

25 140. Bryan Cave’s billing records reflect that the only work Beauchamp  
26 performed on the draft 2013 POM during August 2013 was to exchange emails on  
27 August 6, 2013 with Jensen asking for a form subscription agreement to comply with  
28 changes to Rule 506.

1           141. When Beauchamp left Bryan Cave in August 2013, the “due diligence”  
2 file for the draft 2013 POM contained only three documents: (1) a June 18, 2013 article  
3 captioned “Determining whether a company is an investment company”; (2) a printout  
4 from DenSco’s website dated June 17, 2013; and (3) a July 28, 2010 article captioned  
5 “Private Fund Investors Advisors Registration Act of 2010: New Law Changes  
6 Regulatory Framework for Alternative Investment Advisors.”

7           142. Beauchamp’s notes reflect that he left a voicemail message for Chittick  
8 on August 26, 2013 regarding “need to work on the latest version of POM that Denny  
9 has w/ the prior experience charts. Need to discuss timing and update.”

10           143. Beauchamp’s notes go on to reflect that he spoke to Chittick on  
11 August 26, 2013 – four days before Beauchamp and Bryan Cave sent a letter to Chittick  
12 announcing Beauchamp’s August 31 departure from Bryan Cave – and that he  
13 “explained delay w/ POM,” discussed the “need to get copy of Denny’s latest POM &  
14 make changes to it,” and discussed that “BC will be sending a letter to Denny & letting  
15 Denny decide if he wants files kept at BC or moved to CH.”

16                           **6. Beauchamp Now Claims That Chittick Was Responsible for**  
17                           **His Failure to Prepare a New POM Before He Left Bryan**  
18                           **Cave, But His Claim Is at Odds With the Documentary**  
19                           **Record.**

20           144. In Defendants’ initial disclosure statement (at 5), Beauchamp claims that  
21 he “was never able to finalize the 2013 POM” because of Chittick. He says that  
22 “[a]lthough [he] asked for updated investment, loan and financial information regarding  
23 DenSco, Mr. Chittick stalled on providing the information, preferring to wait until after  
24 he scaled down the amount outstanding to investors.”

25           145. But Beauchamp’s claim has absolutely no support in the documentary  
26 record and is at odds with that record. Not only is there nothing in Bryan Cave’s files  
27 reflecting that Beauchamp asked Chittick for information that was not provided or that  
28 Chittick engaged in “stalling” tactics, but the files reflect that Chittick promptly gave

1 Beauchamp the information he requested, and followed Beauchamp's advice, such as  
2 when Chittick promptly changed DenSco's website after Beauchamp told him to do so.

3 146. Moreover, the corporate journal Chittick maintained for 2013 (the "2013  
4 Corporate Journal") does not reflect any entries by Chittick about requests from  
5 Beauchamp for information or his declination to provide that information.

6 147. The only reference in the 2013 Corporate Journal to the preparation of the  
7 2013 POM is a June 17, 2013 entry which stated: "I am going back and forth with  
8 David about how to circumvent this 50 million issue on size." That entry is consistent  
9 with Beauchamp's communications of the same date as to whether DenSco had  
10 engaged in general solicitation, an issue which, as noted above, was resolved on  
11 July 10, 2013.

12 **7. An Apparently Distracted Beauchamp, After Failing to**  
13 **Prepare a New POM by July 1, 2013, Did Not Advise DenSco**  
14 **to Stop Selling Promissory Notes Until a New POM Was**  
**Issued.**

15 148. By its terms, the 2011 POM expired on July 1, 2013.

16 149. There is no evidence in the documentary record that Beauchamp, with one  
17 foot out of Bryan Cave's door, ever advised DenSco that it could not sell any new  
18 promissory notes after July 1, 2013 until it issued a new POM, and Beauchamp does not  
19 claim that he did so.

20 150. Beauchamp, preoccupied with finding a new law firm where he could  
21 continue to practice law, failed to give that advice, even though he knew, as he told his  
22 Bryan Cave colleagues in a June 20, 2013 email, that DenSco had "approximately 60  
23 investor notes that are scheduled to expire in the next 6 months (and to probably be  
24 rolled over into new notes)."

25 151. And while Beauchamp claims in Defendants' initial disclosure statement  
26 (at 7) that "[p]rior to his departure" from Bryan Cave, he "repeatedly made clear to  
27 DenSco and Mr. Chittick that they needed to update DenSco's POM," there is no  
28 documentary support for that claim.

152. Even if a jury believes that Beauchamp actually gave that advice, despite the absence of any supporting documents, the advice fell short of an explicit instruction that no sales could be made until a new POM was prepared. Without that instruction, Chittick was effectively told that DenSco could indefinitely delay “updating” its POM while continuing to sell promissory notes.

**8. Because of Beauchamp’s Inattention, Chittick Caused DenSco to Sell Approximately \$3.3 Million of Promissory Notes Before Beauchamp Left Bryan Cave.**

153. Because Beauchamp failed to prepare a new POM by July 1, 2013 and failed to tell Chittick that DenSco could not sell promissory notes until a new POM was issued, Chittick caused DenSco, during July and August 2013, to sell promissory notes to some of the “approximately 60 investor[s]” whose notes Beauchamp knew were “scheduled to expire in the next 6 months (and to probably be rolled over into new notes).”

154. In each case, an investor who had purchased a two-year promissory note in 2011, which expired in July or August 2013, purchased a new two-year promissory note. Those sales, which total \$2,337,653.47, are summarized in the following chart.

Investor	Amount	Date
Jeff Phalen	\$100,000	7/1/13
Gary Thompson	\$250,000	7/3/13
Kaylene Moss	\$10,000	7/12/13
Branson & Sandra Smith	\$250,000	7/13/13
Ralph Kaiser IRA	\$170,653.47	7/17/13
Jimmy Trainor	\$122,000	7/22/13
Russ Grisswold IRA	\$50,000	7/24/13
William Alber	\$60,000	7/28/13
Carol Wellman	\$50,000	7/28/13
Tom Smith	\$400,000	8/2/13

GE Seigford	\$70,000	8/2/13
GE Seigford	\$40,000	8/2/13
Carysn Smith	\$10,000	8/2/13
McKenna Smith	\$10,000	8/3/13
Gary Thompson	\$145,000	8/3/13
Carol & Mike Wellman	\$25,000	8/5/13
Stacy Grant IRA	\$75,000	8/8/15
GE Seigford	\$50,000	8/18/15
Tom Smith	\$400,000	8/24/15
Dale Hickman	\$50,000	8/30/15

155. In addition to these “rollover” promissory note sales, Chittick caused DenSco to sell \$926,567 of new promissory notes to existing and new investors during July and August 2013. Those sales are summarized in the following chart.

Investor	Amount	Date	Maturity
Laurie Weiskopf	\$100,000	7/10/13	7/10/15
Carol McDowell	\$100,000	7/3/13	7/3/15
Kevin Potempa	\$100,000	7/29/13	1/26/16
Wayne Ledet	\$30,567	8/23/13	8/23/15
Tom Smith	\$500,000	8/26/13	2/26/15
Kirk Fischer	\$70,000	8/26/13	8/26/18
Carsyn Smith	\$8,000	8/26/13	8/26/15
McKenna Smith	\$8,000	8/26/13	8/26/15
Averill Cate	\$10,000	8/29/13	8/29/14

1           **C.     Facts Regarding Clark Hill’s Representation of DenSco in 2013**

2                   **1.     In September 2013, Beauchamp Brought DenSco to Clark Hill**  
3                   **as a New Client and Clark Hill Agreed to Prepare a New POM.**

4           156.   On September 11 and 12, 2013, Beauchamp exchanged emails with  
5           Chittick about taking steps to have certain DenSco files transferred from Bryan Cave to  
6           Clark Hill: “AZ Practice Review”; “Blue Sky Issues”; “Garnishments”; “General  
7           Corporate”; and “2011 and 2013 Private Offering.”

8           157.   On September 12, 2013, Beauchamp sent Chittick an engagement letter,  
9           which Chittick signed and returned that day.

10          158.   The letter, which was captioned “Representation of DenSco Investment  
11          Corporation,” stated that it would “serve[] to record the terms of [Clark Hill’s]  
12          engagement to represent DenSco Investment Corporation (the ‘Client’), with regard to  
13          the legal matters transferred to Clark Hill PLC from Bryan Cave LLP.”

14          159.   Clark Hill’s engagement letter, like those Beauchamp had sent DenSco  
15          when he was at Gammage & Burnham and Bryan Cave, identified DenSco as Clark  
16          Hill’s client.

17          160.   But Clark Hill’s engagement letter went further, and expressly stated that  
18          Clark Hill was representing only DenSco, and was not representing Chittick in any  
19          capacity.

20               a.     The letter stated that it was “supplemented by our Standard Terms  
21               of Engagement for Legal Services, attached, which are incorporated in this letter  
22               and apply to this matter and the other matter(s) for which you engage us.”

23               b.     The “Standard Terms of Engagement for Legal Services” included  
24               a section called “Whom We Represent.” That section stated: “*The . . . entity*  
25               *whom we represent is the . . . entity identified in our engagement letter and*  
26               *does not include any . . . employees, officers, directors, shareholders of a*  
27               *corporation . . . unless our engagement letter expressly provides otherwise.*”  
28

1           161. Even though this engagement letter clearly and expressly stated that Clark  
2 Hill represented only DenSco and was not also representing Chittick, Clark Hill and  
3 Beauchamp say in their initial disclosure statement (at 3) that “Chittick understood that  
4 Mr. Beauchamp, as an incident to Mr. Beauchamp’s representation of DenSco, was also  
5 representing Mr. Chittick in his capacity as president of DenSco.”

6           162. On September 13, 2013, Beauchamp took steps to open a new matter for  
7 DenSco in Clark Hill’s accounting and filing systems that was mis-identified as “2003  
8 Private Offering Memorandum.” Beauchamp’s notes stated that the file was being  
9 opened to “[f]inish 2013 POM for client. Started POM update at Bryan Cave.”

10          163. Beauchamp opened this file, obligating Clark Hill to provide securities  
11 advice to DenSco and to diligently and promptly “finish [the] 2013 POM,” knowing  
12 that the 2011 POM had expired on July 1, 2013, no new POM had been issued, and that  
13 as of June 20, 2013, “[a]ccording to [Chittick’s] note schedule, [DenSco] ha[d]  
14 approximately 60 investor notes that are scheduled to expire in the next 6 months (and  
15 to probably be rolled over into new notes).”

16                           **2. According to Clark Hill’s Records the Firm Did No Work**  
17                           **Whatsoever on a New POM During the Months of September,**  
                              **October, November and December 2013.**

18          164. Clark Hill’s records show that neither Beauchamp nor any other Clark  
19 Hill attorney performed *any* work on a new POM during September, October, or  
20 November 2013.

21                           **3. Clark Hill and Beauchamp Blame Chittick for Their Failure to**  
22                           **Prepare a New POM in 2013.**

23          165. In their initial disclosure statement (at 7), Clark Hill and Beauchamp  
24 blame Chittick for their failure to do anything to prepare a new POM, which Clark Hill  
25 agreed to undertake in early September 2013. They say that after Chittick signed Clark  
26 Hill’s engagement letter on September 12, 2013 and directed Bryan Cave to transfer  
27 certain files to Clark Hill, “Mr. Beauchamp never heard from Mr. Chittick regarding the  
28 unfinished 2013 POM, or any other matter, until December 2013.”

1           166. But Clark Hill's records show that after the firm opened a file in  
2           September 2013 to prepare a new POM, no one at Clark Hill even attempted to contact  
3           Chittick about the new POM during that month and for the next three months.

4           167. When he was deposed, Beauchamp offered a new excuse for Clark Hill's  
5           failure to do any work on a new POM. He testified that Clark Hill did nothing to  
6           prepare a new POM for DenSco because Chittick instructed him, as a condition of  
7           signing Clark Hill's engagement letter in early September 2013, that Clark Hill not do  
8           any work on a new POM "until I'm ready to go," and Beauchamp agreed.

9           168. Beauchamp did not include this material limitation on Clark Hill's  
10          representation in the engagement letter he asked DenSco to sign.

11          169. When Clark Hill agreed in September 2013 to abide by Chittick's request,  
12          neither Beauchamp nor any other Clark Hill attorney separately advised Chittick that  
13          DenSco could not sell any promissory notes until it authorized Clark Hill to prepare a  
14          new POM and DenSco had issued the POM.

15                   **4. In September 2013, Clark Hill Negligently Failed to Instruct**  
16                   **DenSco That It Could Not Sell Any Promissory Notes Until a**  
17                   **New POM Was Issued, and Aided and Abetted Chittick**  
18                   **Breach Fiduciary Duties He Owed DenSco by Following**  
19                   **Chittick's Instructions to Not Prepare a New POM for DenSco,**  
20                   **Knowing DenSco Was Continuing its Business Operations and**  
21                   **Selling Rollover Promissory Notes.**

22          170. Clark Hill was negligent by not advising Chittick in September 2013 (or  
23          any time thereafter) that DenSco could not sell any promissory notes until it had issued  
24          a new POM.

25          171. The evidence that will be presented to a jury will establish that if Clark  
26          Hill had given that advice, DenSco would have followed it and worked diligently with  
27          Clark Hill to begin the process of preparing a new POM so that it could resume selling  
28          promissory notes.

          172. In the course of conducting due diligence to prepare a new POM during  
September 2013, it would have been evident to Clark Hill that DenSco could not, given

1 Chittick's previous mismanagement of the Company, material misstatements in  
2 previous POMs, and its financial condition, sell any new securities.

3 173. As the Receiver's standard-of-care expert Neil Wertlieb has stated in his  
4 report, if Clark Hill had properly advised DenSco in September 2013, Clark Hill would  
5 have advised DenSco to conduct an orderly liquidation (presumably through a  
6 Chapter 7 bankruptcy) for the benefit of its Noteholders, and withdrawn from  
7 representing DenSco if Chittick failed to follow that advice.

8 174. The evidence establishing that if Clark Hill had properly advised DenSco,  
9 Chittick would have followed Clark Hill's advice, including the following:

10 a. Clark Hill and Beauchamp admitted in their initial disclosure  
11 statement (at 4), that "[o]ver the years, Mr. Chittick showed himself to be a  
12 trustworthy and savvy businessman, and a good client. . . . Despite complaining  
13 about the cost of legal services, Mr. Chittick appeared to follow Mr.  
14 Beauchamp's advice and provided information when asked for it."

15 b. Approximately six weeks before Clark Hill was retained, DenSco  
16 had immediately followed Bryan Cave's advice to modify its website, and Bryan  
17 Cave's files reflect that Chittick was prepared to cause DenSco to refund all  
18 investor loans if that was necessary to correct the "general solicitation" problem  
19 Bryan Cave had identified.

20 c. Chittick's writings immediately before his death provide further  
21 evidence that he would have followed the advice that Clark Hill should have  
22 given, but failed to give.

23 175. Beauchamp's testimony that Clark Hill did not work on a new POM in  
24 2013 because Chittick conditioned DenSco's execution of the firm's engagement letter  
25 on Clark Hill's agreement to not perform any work on a new POM until Chittick was  
26 "ready to go" (knowing that one-half of DenSco's investors would "roll over" their  
27 investments and purchase new promissory notes during the last six months of 2013) is  
28 an admission that from the moment DenSco retained Clark Hill in September 2013,

1 Clark Hill aided and abetted Chittick in breaching fiduciary duties Chittick owed  
2 DenSco.

3 176. Between September and December 2013, Clark Hill substantially assisted  
4 Chittick in breaching his fiduciary duties to DenSco by:

5 a. accepting DenSco as a client for purposes of preparing a new  
6 POM, and then abiding by Chittick's instruction to not do any work on that  
7 POM, knowing DenSco was continuing its business operations, including the  
8 sale of promissory notes;

9 b. failing to appropriately advise DenSco about, and investigate facts  
10 regarding, DenSco's loan portfolio because Chittick was allegedly "dealing"  
11 with those problems; and

12 c. advising Chittick that DenSco could indefinitely delay the issuance  
13 of an "update" to the 2011 POM,

14 177. The ongoing sale of "roll over" and new promissory notes was necessary  
15 for DenSco to continue its business operations, and Clark Hill enabled DenSco to  
16 obtain investor funds for a four-month period without making adequate disclosures to  
17 those investors, exposing DenSco to substantial liability to its investors.

18 178. The Receiver's damages expert Dave Weekly has calculated the damages  
19 DenSco suffered after October 1, 2013 as a result of Clark Hill's failure to properly  
20 advise DenSco in September 2013, and its aiding and abetting of Chittick's breaches of  
21 fiduciary duties. His calculations are discussed below.

22 **5. During the First Four Months of Clark Hill's Representation**  
23 **of DenSco, the Firm Aided and Abetted Chittick's Breach of**  
24 **Fiduciary Duty to DenSco When He Caused DenSco to Sell**  
**Approximately \$8.5 Million of Promissory Notes in Violation**  
**of the Securities Laws**

25 179. As a result of Clark Hill's and Beauchamp's conduct, Chittick caused  
26 DenSco between September and December 2013 to sell promissory notes to some of the  
27 "approximately 60 investor[s]" whose promissory notes Beauchamp knew were  
28

“scheduled to expire [during the last six months of 2013] (and to probably be rolled over into new notes).”

180. In each case, an investor who had purchased a two-year promissory note in 2011, which expired in September, October, November or December 2013, purchased a new two-year promissory note. Those sales, which total \$4,148,162.79, are summarized in the following chart.

Investor	Amount	Date
Van Butler	\$50,000	9/1/13
Arden & Nina Chittick	\$100,000	9/1/13
Carysn Smith	\$10,000	9/2/13
Michael & Diana Gumbert	\$100,000	9/8/13
Kaylene Moss	\$10,000	9/8/13
McKenna Smith	\$10,000	9/8/13
Glen Davis	\$20,000	9/12/13
Averill Cate, Jr.	\$10,000	9/13/13
Craig Brown	\$25,000	9/20/13
Judy & Gary Siegford	\$40,000	9/20/13
Bill & Jean Locke	\$15,000	9/25/13
Bill & Jean Locke	\$30,000	9/25/13
Ralph Hey	\$60,000	9/29/13
Michael & Diana Gumbert	\$100,000	9/30/13
Mary Kent	\$100,000	10/1/13
Jim McArdle	\$100,000	10/3/13
Caro McDowell	\$100,000	10/7/13
Jeff Phalen	\$20,000	10/14/13
Jeff Phalen	\$20,000	10/14/13
Jeff Phalen – IRA	\$200,000	10/18/13

Brian Imdieke	\$250,000	10/19/13
Bill Hughes – IRA	\$314,700	10/24/13
Judy Hughes – IRA	\$14,300	10/24/13
Manual A. Lent – IRA	\$40,000	10/25/13
Dave Preston	\$60,000	10/26/13
Michael & Diana Gumbert	\$100,000	11/1/13
Jolene Page	\$50,000	11/1/13
Stanley Scholz – IRA	\$50,000	11/5/13
Wade Underwood	\$50,000	11/5/13
Paul A. Kent	\$112,161.79	11/9/13
Scott D. Detota	\$50,000	11/14/13
Tom Smith	\$800,000	11/21/13
Mary Kent	\$100,000	11/21/13
Les Jones	\$100,000	11/21/13
Vince & Sharry Muscat	\$200,000	11/23/13
Lillian Lent – IRA	\$17,000	11/25/13
Jolene Page	\$50,000	12/1/13
Gary Thompson	\$20,000	12/4/13
Kennen Burkhart	\$150,000	12/15/13
Mo & Sam Chittick	\$50,000	12/20/13
Jolene Page	\$200,000	12/22/13
Brian Imdieke	\$250,000	12/23/13

181. In addition to these “rollover” promissory note sales, Chittick caused DenSco to sell \$4,029,066.71 of new promissory notes to existing and new investors

during September, October, November and December 2013. Those sales are summarized in the following chart.<sup>1</sup>

Investor	Amount	Date
Ralph Hey	\$15,000	9/6/13
Marvin & Pat Miller	\$900,000	9/9/13
Marvin & Pat Miller	\$100,000	9/9/13
Marvin & Pat Miller	\$706,000	9/10/13
Ross Dupper	\$800,000	9/13/13
Jeff Phalen – IRA	\$150,000	9/17/13
Michael Zones	\$500,000	9/24/13
Erin Carrick – Trust	\$200,066.71	9/27/13
Averill Cate	\$10,000	10/15/13
Jemma Kopel	\$100,000	11/14/13
Averill Cate	\$10,000	11/15/13*
Brian Odenthal – IRA	\$8,000	12/1/13
Averill Cate	\$10,000	12/15/13*
Brian & Janice Odenthal	\$20,000	12/19/13
Steven Bunger	\$500,000	12/20/13**

**6. On December 18, 2013, Chittick Asked Beauchamp By Email Why the New POM Had Not Been Finished.**

182. The first time entry in Clark Hill's billing records relating to a new POM is a twelve-minute entry by Beauchamp on December 18, 2013 to "review email; telephone conversation with D. Chittick; review POM."

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<sup>1</sup> Each note was a two-year note, except those marked with an \*, which were one-year notes, and the note marked with \*\*, which matured on 3/31/14.

1           183. The email referenced in that time entry is an email that Chittick sent to  
2           Beauchamp on December 18, 2013, saying “since you’ve moved, we’ve never finished  
3           the update on the memorandum. Warren is asking where it is.”<sup>2</sup>

4           184. Chittick’s question is at odds with Beauchamp’s claim that Clark Hill had  
5           not done any work on a new POM at Chittick’s instruction and was waiting to hear  
6           from Chittick that he was, in Beauchamp’s words, ““ready to go.””

7           185. Beauchamp did not send Chittick a response to that email.

8           186. There are not any notes in Clark Hill’s files made by Beauchamp that  
9           summarized his December 18, 2013 call with Chittick.

10          187. Beauchamp apparently asked Chittick during that call to send him a copy  
11          of the 2011 POM, since Chittick emailed Beauchamp an electronic copy of the final  
12          2011 POM during the late morning of December 18, 2013. Beauchamp promptly  
13          responded, saying simply “[t]hank you. Have a wonderful holiday season.”

14          188. Beauchamp forwarded Chittick’s e-mail to his secretary that afternoon,  
15          asking her to “put this on our system for DenSco Investment Corporation/2013 POM.”

16                   **7. Clark Hill Claims That Beauchamp Learned During the**  
17                   **December 18, 2013 Call with Chittick About Problems in**  
18                   **DenSco’s Loan Portfolio but Clark Hill Did Nothing to**  
                      **Investigate Those Problems Nor Did It Begin Preparing a New**  
                      **POM.**

19          189. In their initial disclosure statement (at 7), Clark Hill and Beauchamp  
20          make claims about Beauchamp’s December 18, 2013 telephone call with Chittick that  
21          are at odds with Clark Hill’s file, including its billing statement. They allege that  
22          Chittick told Beauchamp “he had run into an issue with some of his loans with  
23          Menaged, and specifically, that properties securing a few DenSco loans were each  
24          subject to a second deed of trust competing for priority with DenSco’s deed of trust.”  
25

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26  
27          <sup>2</sup> Chittick was apparently referring to Warren Bush, an investor who had reviewed  
28          and commented on a draft of the 2011 POM, and had communicated with Beauchamp  
        about that draft.

1           190. Clark Hill and Beauchamp claim that, “[a]fter briefly discussing the  
2 allegedly limited double lien issue, Mr. Chittick emphasized to Mr. Beauchamp that  
3 Mr. Chittick wanted to avoid litigation with other lenders. Mr. Chittick, however, did  
4 not request any advice or help. Accordingly, Mr. Beauchamp suggested that Mr.  
5 Chittick develop and document a plan to resolve the double liens, and nothing more  
6 came of the conversation.”

7           191. Lastly, Clark Hill and Beauchamp claim that during the telephone  
8 conversation “Mr. Beauchamp reminded Mr. Chittick that he still needed to update  
9 DenSco’s private offering memorandum.”

10          192. No document in Clark Hill’s file, such as the handwritten notes that  
11 Beauchamp consistently and regularly kept to record his telephone conversations and  
12 meetings with Chittick, exists.

13          193. The 2013 Corporate Journal does not have any entries by Chittick  
14 reflecting that he had such a conversation with Beauchamp in December 2013.

15          194. If a jury were to believe Beauchamp’s claim that he had such a  
16 conversation with Chittick on December 18, 2013, despite the lack of evidence, it could  
17 only conclude that Clark Hill and Beauchamp, having failed to properly advise DenSco  
18 when Clark Hill began representing DenSco in September 2013, were again negligent  
19 in December 2013 because they:

20               a. Failed to immediately investigate the information Beauchamp  
21 received about the Menaged loan problem, since Clark Hill had an affirmative  
22 duty to diligently and timely prepare a new POM, having agreed to do so in  
23 September 2013; and

24               b. Failed to expressly instruct Chittick that DenSco could not sell *any*  
25 promissory notes, since the 2011 POM had expired and a new POM had not yet  
26 been issued.

27          195. By merely “reminding” Chittick that DenSco needed to “update” the 2011  
28 POM, knowing that one-half of its investors would be “rolling over” promissory notes

1 during the last six months of 2013, Beauchamp effectively advised Chittick that  
2 DenSco could indefinitely delay “updating” the 2011 POM while continuing to sell  
3 promissory notes.

4 **8. Although Clark Hill Did Nothing in December 2013 to Prepare**  
5 **a New POM and Investigate Problems in DenSco’s Loan**  
6 **Portfolio, It Devoted Time That Month to Advising DenSco**  
7 **About Possibly Expanding its Business to Florida.**

8 196. In Chittick’s December 18, 2013 email to Beauchamp, Chittick wrote,  
9 after asking about the status of Clark Hill’s work on a new POM, about his plans to  
10 expand DenSco’s business to Florida. He wrote: “[I]’ve got two of my best borrowers  
11 moving to F[L][.] [T]hey are begging me to look at lending in FL. [I] don’t know  
12 anything about the market there, but [I] trust these guys. [I]’ve done 20 million with  
13 them over the past 5 yrs. [I]s it easy to find out the challenges, issues, etc with me  
14 lending there?”

15 197. While Beauchamp did nothing in response to Chittick’s question about  
16 the status of a new POM, he immediately forwarded Chittick’s e-mail to Clark Hill  
17 attorney Daniel Schenck, asking “[w]ill you have time to do the research for Florida or  
18 should I find someone else?”

19 198. Beauchamp also made an 18-minute time entry on December 18, 2013 to  
20 “[r]eview email and outline Florida research.”

21 199. Between December 20, 2013 and December 23, 2013, both Beauchamp  
22 and Schenck recorded time to conducting research and analysis on “Florida broker  
23 issues,” “hard money regulatory lender requirements in Florida,” and “Florida lending  
24 licenses.”

25 200. On December 23, 2013, Beauchamp recorded 42 minutes of time to  
26 “[r]eview Florida research from D. Schenck; discuss research and follow up with D.  
27 Schenck; email to D. Chittick.”

28 201. On Christmas Eve, December 24, 2013, Beauchamp sent Chittick an  
email which stated: “Happy Holidays! Quick Status: Based on a review of the Florida

1 statutes, you would be considered a ‘Mortgage Lender’ which requires a license in  
2 Florida. The Florida government office that regulates ‘Mortgage Lender’ [sic] has been  
3 difficult to reach, but we will try again on Thursday. I want to confirm if you might be  
4 able to qualify for a limited license to operate in Florida and check a few other  
5 questions.”

6 202. On December 26 and 30, 2013, Beauchamp and Schenck recorded time to  
7 obtaining information from the Florida Office of Financial Regulation and other  
8 information relevant to Chittick’s December 18, 2013 inquiry about expanding  
9 DenSco’s lending operations to Florida.

10 **D. Facts Regarding Clark Hill’s Representation of DenSco During 2014**

11 **1. Clark Hill Learned During the First Week of January 2014**  
12 **That DenSco Had Suffered a Substantial Loan Loss Because of**  
13 **Chittick’s Mismanagement and Failure to Follow the Lending**  
**Procedures DenSco Had Told Its Investors It Would Follow.**

14 203. On Sunday, January 5, 2014, Beauchamp received an email from Chittick  
15 asking if he had time to meet with him during the coming week.

16 **a. On Monday, January 6, 2014, Beauchamp Received a**  
17 **Demand Letter That Called Into Question 52 Loans**  
**DenSco Had Made to Menaged.**

18 204. On Monday, January 6, 2014, Beauchamp received an email from  
19 Chittick which stated: “read the first two pages, then give me a call.” Attached to the  
20 email was a three-page demand letter from Bryan Cave attorney Robert J. Miller;  
21 Exhibit A, a list of 52 properties; and two subordination agreements.

22 205. The letter was written on behalf of Azben Limited, LLC; Geared Equity,  
23 LLC; and 50780, LLC (the “Lienholders”). It asserted that Geared Equity, 50780, and  
24 Sell Wholesale Funding, LLC (the “Lenders”) had each loaned money to Arizona  
25 Home Foreclosures, LLC and Easy Investments, LLC, and that the loans Sell  
26 Wholesale Funding had made were subsequently assigned to Azben.  
27  
28

1           206. Exhibit A to the letter identified, with reference to specific loan numbers  
2 and street addresses, 52 loans that the Lenders had made to Easy Investments and  
3 Arizona Home Foreclosures to acquire 52 homes at trustee sales.

4           207. The letter asserted that the Lenders' loans had been made by "certified  
5 funds delivered directly to the trustee" and secured by "promptly recorded deeds of  
6 trust confirming a senior lien position on each of the Properties."

7           208. The letter went on to assert that DenSco had "engaged in a practice of  
8 recording a 'mortgage' on each of the [52 properties] on around the same time as the  
9 Lenders were recording their senior deeds of trust" and that *each such mortgage falsely*  
10 *stated that DenSco had "provided purchase money funding" and that its "loans are*  
11 *'evidenced by a check payable' to the trustee for each of the Properties.*" (Emphasis  
12 added.)

13           209. The letter asserted that DenSco could not claim to be in a senior lien  
14 position on those properties "since in each and every instance, only the Lenders  
15 provided the applicable trustee with certified funds supporting the Borrower's purchase  
16 money acquisition for each of the Properties."

17           210. The letter demanded that DenSco sign subordination agreements  
18 acknowledging that it did not have a first position lien on any of the 52 properties, and  
19 said that if DenSco refused to do so, the Lienholders would assert claims against  
20 DenSco for fraud and conspiracy to defraud; negligent misrepresentation; and wrongful  
21 recordation pursuant to A.R.S. § 33-420.

22           211. The letter included "two forms of subordination agreement – one form  
23 document applies to the Azben loans and the other form applies to the loans of Geared  
24 Equity, LLC and 50780, LLC." A footnote stated that "[p]roperty addresses and other  
25 'form' information will need to be included in each subordination agreement. My firm  
26 will only commence preparing a subordination agreement for each loan when written  
27 confirmation is provided that DenSco has unconditionally agreed to execute each  
28 subordination agreement in the form enclosed herein."

1                                   **b.     Beauchamp Reviewed the Demand Letter on the Day He**  
2                                   **Received It, Which Provided Clear Evidence That**  
3                                   **Chittick Had Breached His Fiduciary Duties to DenSco**  
4                                   **and Exposed DenSco to Substantial Financial Loss.**

5           212.   Beauchamp spoke to Chittick by telephone on January 6, 2014, after  
6 receiving the letter. Beauchamp's notes from that call state that Chittick told him  
7 DenSco's "largest borrower" – who Beauchamp knew or should have known from the  
8 *Freo* lawsuit he had received in June 2013 was Menaged – "had a guy working in his  
9 office and was getting 2 loans on each property," and that Chittick and Menaged "had  
10 already fixed about 6 loans." The notes reflect that Beauchamp planned to meet with  
11 Chittick on Thursday, January 9, 2014.

12           213.   Clark Hill's billing records reflect that Beauchamp billed 2.4 hours on  
13 January 6, 2014 to "[r]eview, work on and respond to several emails; review statutory  
14 references; telephone conversation with office of D. Chittick [a reference to having left  
15 a voice-mail message for Chittick, since he worked alone from his home office];  
16 telephone conversation with D. Chittick regarding demand letter, issues, background  
17 information and requirements; review notes and statute requirements; review  
18 documents."

19           214.   From the demand letter alone, Beauchamp knew that:

20                   a.     Chittick had failed to follow the lending procedures called for by  
21 the Receipt and Mortgage document Beauchamp had approved in 2007. That  
22 document called for DenSco's borrower to present a "check payable to \_\_\_\_\_  
23 ('Trustee')" to the Trustee. It was evident from the demand letter that DenSco  
24 had not done so. DenSco could not have issued 52 checks payable to Trustees,  
25 since the letter asserted that the Lenders had issued checks to the Trustees when  
26 they acquired those 52 properties.

27                   b.     DenSco's borrowers, Arizona Home Foreclosures and Easy  
28 Investments – which were both owned by Menaged – had obtained 52 loans  
from the Lenders and 52 loans from DenSco, that were to be secured by the

1 same 52 properties. If, as the Lenders claimed, they had actually paid a Trustee  
2 for each property, DenSco had effectively made 52 unsecured loans and the  
3 disposition of those monies was unknown.

4 c. The potential financial impact on DenSco was substantial.  
5 Beauchamp knew from the 2011 POM that DenSco's average loan amount was  
6 \$116,000, so that DenSco's potential losses from the 52 loans, if the loan  
7 proceeds could not be traced and recovered, was \$6 million or more, or  
8 approximately 13% of the \$47 million that Beauchamp understood DenSco had  
9 raised from investors as of June 2013.

10 215. Beauchamp could have easily conducted a limited investigation to  
11 evaluate the claims in the demand letter that the Lenders were in first position on each  
12 of the 52 properties, or to assess the information he had received during his telephone  
13 call with Chittick that "a guy working in [Menaged's] office . . . was getting 2 loans on  
14 each property."

15 216. Beauchamp could have done so by searching for publicly recorded  
16 documents that were identified in the two subordination agreements attached to the  
17 demand letter.

18 a. The first of those subordination agreements identified, by reference  
19 to the instrument number assigned by the Maricopa County Recorder (2013-  
20 0832534), the Mortgage DenSco had recorded on September 16, 2013 on the  
21 property at issue. The subordination agreement also identified, by reference to a  
22 recorded instrument number (2013-0833010), the deed of trust that Sell  
23 Wholesale Funding, LLC had recorded on September 16, 2013 for the same  
24 property.

25 b. In January 2014, the Maricopa County Recorder's Office had a  
26 free "Recorded Document Search" function. The same tool is available today.

27 c. If Beauchamp had used that tool, two brief searches would have  
28 shown that the DenSco Mortgage (2013-0832534) was signed by Menaged

1 before a notary on September 16, 2013, and that Menaged also signed the Sell  
2 Wholesale Funding deed of trust (2013-0833010) before a notary on  
3 September 16, 2013. Those searches would also have identified the property in  
4 question as 977 S. Colonial Drive in Gilbert, Arizona.

5 d. Those two documents show that Menaged, not “a guy in his  
6 office,” had secured both loans.

7 e. The second of the subordination agreements attached to the  
8 demand letter identified, by reference to a recorded instrument number (2013-  
9 0717135), the Mortgage DenSco had recorded on August 6, 2013 on the  
10 property at issue. The subordination agreement also identified, by reference to a  
11 recorded instrument number (2013-0721399), the deed of trust that Geared  
12 Equity, LLC had recorded on August 7, 2013 for the same property.

13 f. If Beauchamp had used the Recorded Document Search tool, two  
14 brief searches would have shown that the DenSco Mortgage (2013-0717135)  
15 was signed by Menaged before a notary on August 6, 2013, and that Menaged  
16 also signed the Sell Wholesale Funding deed of trust (2013-0721399) before a  
17 notary on August 6, 2013. Those searches would have identified the property in  
18 question as 39817 Messner Way in Anthem, Arizona.

19 g. Those two documents show that Menaged, not “a guy in his  
20 office,” had secured both loans.

21 217. As for the remaining 49 properties on Exhibit A to the demand letter,  
22 Beauchamp could have, either by himself, or through a paralegal, quickly discovered  
23 that in each case, Menaged, and not “a guy in his office,” had signed the documents at  
24 issue.

25 a. This could have been done by using a free search function on the  
26 Maricopa County Assessor’s Office website that allows anyone to search for  
27 property records using a street address (such as those given in Exhibit A to the  
28 demand letter) or other means of customary due diligence. The Assessor’s

1 website provides a link to a recorded instrument on the Maricopa County  
2 Recorder's Office website for each property, and that information could have in  
3 turn been used to quickly locate both the deed of trust recorded by the Lenders  
4 and DenSco's competing Mortgage by using the Recorded Document Search  
5 tool.

6 b. Such a search, which would take less than five minutes for each  
7 property, would produce records showing that for each of the 49 properties,  
8 Menaged had signed both a DenSco Mortgage and another lender's deed of trust  
9 before a notary, providing further evidence that Menaged, not "some guy in his  
10 office," had secured all of the loans in question, and had purposefully defrauded  
11 DenSco.

12 c. **On Tuesday, January 7, 2014, Beauchamp Received an**  
13 **Email From Chittick in Which He Admitted That He**  
14 **Had Grossly Mismanaged DenSco's Loan Portfolio,**  
15 **Failed to Comply With the Lending Practices Disclosed**  
16 **in the 2011 POM, and Caused Densco to Suffer**  
17 **Substantial Losses.**

18 218. On Tuesday, January 7, 2014, Beauchamp received an email from  
19 Chittick, copied to Menaged, which contained information relevant to the demand letter  
20 and said that Chittick was bringing Menaged to the planned January 9, 2014 meeting.

21 219. Chittick's email said that DenSco had, since 2007, loaned \$50 million to  
22 "a few different LLC's" controlled by Menaged. Beauchamp knew or should have  
23 known that those companies included the two entities identified in the demand letter:  
24 Easy Investments (a defendant in the June 2013 *Freo* lawsuit) and Arizona Home  
25 Foreclosures.

26 220. Chittick's email said that "[b]ecause of our long term relationship, *when*  
27 *[Menaged] needed money, [I] would wire the money to his account and he would pay*  
28 *the trustee*" (emphasis added), Menaged would sign a Mortgage that referenced the  
payment to the trustee, and Chittick would cause the Mortgage to be recorded.

1           221. Chittick attached to his email a form of Mortgage, Deed of Trust, and  
2 Note Secured by Deed of Trust that he routinely used in making loans to Menaged,  
3 which Chittick described as “docs you have reviewed and have been reviewed by a guy  
4 at your last law firm, maybe two firms ago in 2007.”

5           222. Chittick’s email confirmed what was evident from the demand letter, and  
6 brought home the red flags Beauchamp had missed when he prepared the 2011 POM  
7 and when he reviewed the *Freo* lawsuit six months earlier:

8               a. Chittick had been grossly negligent in managing DenSco’s loan  
9 portfolio, by not complying with the terms of the Mortgage, which called for  
10 DenSco to issue a check payable to the Trustee, and instead wiring money to  
11 Menaged, trusting Menaged to actually use those funds to pay a Trustee.

12              b. Chittick’s admitted practice of giving DenSco’s funds directly to  
13 Menaged, rather than paying them directly to a Trustee through a check made  
14 payable to the Trustee, made the statements in the 2011 POM about DenSco’s  
15 lending practices materially misleading.

16           223. Chittick’s reference to “docs you have reviewed and have been reviewed  
17 by a guy at your last law firm, maybe two firms ago in 2007” suggested that Chittick  
18 might blame Beauchamp for the problems DenSco now faced because of DenSco’s use  
19 of those documents.

20           224. Chittick’s email went on to say that Menaged had told him in November  
21 2013 that DenSco had been defrauded by Menaged’s “cousin,” who allegedly worked  
22 with Menaged in managing Easy Investments and Arizona Home Foreclosures.  
23 Menaged claimed that his “cousin” had “receiv[ed] the funds from [DenSco], then  
24 request[ed] them from . . . other lenders [who] cut a cashiers check for the agreed upon  
25 loan amount . . . [took] it to the trustee and . . . then record[ed] a [deed of trust]  
26 immediately.”

27           225. Chittick explained that “sometimes” DenSco had recorded its mortgage  
28 before another lender’s deed of trust was recorded, but in other cases it had not.

1           226. According to Chittick, “[t]he cousin absconded with the funds.  
2 [Menaged] figured this out in mid November. He came to me and told me what was  
3 happening. He said he talked to the other lenders and they agreed that this was a mess,  
4 and as long as they got their interest and were being paid off they wouldn’t foreclose,  
5 sue or anything else.”

6           227. Chittick went on to describe the “plan” that he and Menaged had been  
7 executing since November: to “sell off the properties and pay off both liens with  
8 interest and make everyone whole.” He acknowledged that there were “short falls” on  
9 each property, representing the difference between the value of the property and the  
10 combined amount of the two loans, and that “[c]oming up with the short fall on all these  
11 houses is a challenge, but we believe it is doable. Our plan is a combination of  
12 injecting capital and extending cheaper money.”

13           228. Chittick described the basic terms of the agreement with the “other  
14 lenders” as including the following: (1) “all lenders will be paid their interest, except  
15 [DenSco], I’m allowing [its] interest to accrue”; and (2) DenSco is “extending  
16 [Menaged] a million dollars against a home at 3%.”

17           229. Chittick claimed that he and Menaged had “already cleared up about 10%  
18 of the total \$’s in question” with the “other lenders.”

19           230. As for the “gentleman who handed me the paperwork” – a reference to a  
20 person affiliated with one of the three entities identified in the demand letter – Chittick  
21 wrote that he “believes because he physically paid the trustee that he is in first position,  
22 but agrees it’s messy. [H]e wants me to subordinate to him, no matter who recorded  
23 first. [W]e have paid off one of his loans, you’ll see on this list Pratt – paid in full, I’ve  
24 attached the hud-1 and you can see that it shows me in first position versus his belief.  
25 [N]ow that’s one title agent[’]s opinion, [I] understand that’s not settling [a] legal  
26 dispute on who’s in first or second.”  
27  
28

1           231. Chittick went on to state: ***"I know that [I] can't sign the subordination***  
2 ***[agreement] because that goes against everything that [I] tell [DenSco's] investors."***

3 (Emphasis added.)

4           232. He also wrote that "there are several other lenders waiting to see what [I]  
5 do[.] [I]f I sign with this group, they want to have me sign for them too."

6           233. Chittick concluded his email by stating "[w]hat we need is an agreement  
7 that as long as the other lenders are being paid their interest and payoffs continue to  
8 come . . . that no one initiates foreclosure for obvious reasons, which will give us time  
9 to execute our plan."

10                                   **d.   Beauchamp Reviewed the Demand Letter and Chittick's**  
11                                   **January 6, 2014 Email on the Day He Received It and**  
12                                   **the Following Day; He Also Reviewed "Lien Dispute**  
13                                   **Information" and Knew of the Extent of Chittick's**  
14                                   **Breaches of Fiduciary Duty and Resulting Financial**  
15                                   **Loss to DenSco.**

16           234. Clark Hill's billing records reflect that Beauchamp billed 1.8 hours on  
17 Tuesday, January 7, 2014 to "[r]eview legislative history for purchase money security  
18 interest; review documents and follow-up information" and "telephone conversation  
19 with office of D. Chittick," which was a reference to having left a voicemail message  
20 for Chittick.

21           235. Clark Hill's billing records reflect that Beauchamp billed 1.7 hours on  
22 Wednesday, January 8, 2014 to "[r]eview information from D. Chittick; review and  
23 outline follow-up questions; prepare for meeting; review lien dispute information."

24           236. As of January 8, 2014, Beauchamp knew that:

25                   a. Chittick had breached fiduciary duties he owed DenSco by causing  
26 it to sell promissory notes to investors during the four months that had passed  
27 since DenSco's September 2013 retention of Clark Hill without first issuing the  
28 new POM that Clark Hill had been retained to prepare, but had not prepared at  
Chittick's instruction;

1           b.     Chittick had breached fiduciary duties he owed DenSco through  
2 grossly negligent lending practices;

3           c.     the scope of DenSco's financial exposure was greater than the 52  
4 properties identified in the demand letter, since it included the "other lenders"  
5 with whom Menaged had reached an informal agreement in November 2013;

6           d.     Investors who had purchased promissory notes since Clark Hill's  
7 September 2013 retention had not been told of the *Freo* lawsuit; DenSco's  
8 grossly deficient lending practices; DenSco's concentration of loans made to one  
9 borrower, Menaged; DenSco's November 2013 discovery of the fraud allegedly  
10 perpetrated by Menaged's "cousin"; and Chittick's plan to help Menaged by  
11 "injecting capital" to pay off the loans of other lenders on properties that  
12 Menaged's companies had allegedly purchased with DenSco's funds, allowing  
13 interest on DenSco's loans to accrue, and lending Menaged \$1 million at 3%  
14 interest.

15          e.     Chittick was unwilling to cause DenSco to accept the losses his  
16 gross negligence had caused by signing the subordination agreements attached to  
17 the demand letter, "because that goes against everything that [he] tell[s]  
18 [DenSco's] investors," or to make any disclosure to DenSco's investors while he  
19 and Menaged pursued their plan.

20       237.    Beauchamp also knew from his January 6 review of the demand letter and  
21 the hours he had devoted on January 7 and 8 to analyzing Chittick's email and other  
22 information he had received from Chittick, that Menaged's "cousin" story was  
23 implausible and that by accepting the story without investigation and planning to  
24 continue DenSco's lending relationship with Menaged, Chittick was breaching his  
25 fiduciary duties to DenSco.

26       238.    In addition to the information provided in the subordination agreements  
27 and the list of the other 52 properties identified in the demand letter, Beauchamp should  
28

1 have also reviewed the information attached to Chittick's January 6, 2014 email  
2 regarding a loan for which Chittick claimed DenSco was in first position.

3 239. If Beauchamp had used the information in the settlement statement  
4 attached to Chittick's email to investigate Chittick's claim that DenSco was in first  
5 position with respect to the "Pratt" property, he could have used the Recorded  
6 Document Search tool on the website maintained by Maricopa County Recorder's  
7 Office.

8 240. A few brief searches would have confirmed Chittick's claim that DenSco  
9 was the first to record: DenSco's Mortgage was recorded on September 18, 2013 as  
10 instrument number 2013-0837513, while Geared Equity's deed of trust was recorded on  
11 September 19, 2013 as instrument number 2013-0842640.

12 241. But those two documents would also have shown that Menaged signed  
13 each document before a notary on September 17, 2013, making clear that Menaged, not  
14 his "cousin," had secured both loans.

15 242. Moreover, because the demand letter claimed that Geared Equity had  
16 delivered funds to the Trustee, and Chittick had admitted he had not, the question  
17 remained as to where DenSco's funds had gone and whether they could be recovered.

18 **2. On Thursday, January 9, 2014, Beauchamp, After Learning**  
19 **about Chittick's Gross Mismanagement of DenSco and the**  
20 **Substantial Financial Losses DenSco Faced as a Result of Its**  
21 **Past Lending Relationship With Menaged, Negligently Advised**  
**DenSco to Pursue a "Work Out" Plan With Menaged, Which**  
**Was a Further Act of Negligence and the Ongoing Aiding and**  
**Abetting of Chittick's Breaches of Fiduciary Duties.**

22 243. Beauchamp, as DenSco's attorney, should have recognized that he had an  
23 obligation to meet privately with Chittick, without Menaged present, to confirm  
24 relevant facts, and advise Chittick, as DenSco's President, of the actions DenSco  
25 needed to take and the consequences to DenSco if it failed to do so.

26 244. Beauchamp instead agreed to meet on Thursday, January 9, 2014, with  
27 both Chittick and Menaged, who Beauchamp knew from an email he had received in  
28

1 June 2013 regarding the *Freo* lawsuit was represented by attorney Jeffrey J. Goulder.  
2 Beauchamp did not take any steps to confirm with Goulder that he could meet with  
3 Menaged without Goulder being present.

4 245. Clark Hill's billing records reflect that Beauchamp billed 4.3 hours on  
5 January 9, 2014 to "[p]repare for and meeting with D. Chittick and S. Menages [sic];  
6 review and work on notes from meeting and outline follow-up; review and respond to  
7 several emails; review documents and information."

8 246. Beauchamp's notes from the January 9, 2014 meeting reflect that Chittick  
9 and Menaged confirmed that DenSco faced exposure from both the Lienholders  
10 identified in the January 6, 2014 demand letter and other lenders, including Active  
11 Funding Group.

12 247. According to Beauchamp's notes, the number of loans made by DenSco  
13 that were not in first position and were either unsecured or under-secured was between  
14 100 and 125. Based on that information and the 2011 POM's average loan amount of  
15 \$116,000, Beauchamp knew or should have known that DenSco's loans to Menaged  
16 represented a potential loss of between \$11.6 and \$14.5 million, or between 25% and  
17 30% of the \$47 million that Beauchamp understood DenSco had raised as of June 2013.

18 248. Beauchamp's notes from the January 9, 2014 meeting also reflect that  
19 Chittick did not know what had happened to as much as \$14.5 million that DenSco had  
20 loaned to Menaged, and that Chittick was not taking any meaningful steps to investigate  
21 the loss and seek to recover those funds. The notes state: "What happened to the  
22 money? -- Will pursue something or his cousin → but trying to determine where the  
23 money has gone."

24 249. Beauchamp's notes from the January 9, 2014 meeting also reflect that,  
25 although the money DenSco previously loaned Menaged was missing and Chittick had  
26 taken no steps to investigate the circumstances under which the loan losses had  
27 occurred and their impact on DenSco, Chittick and Menaged had agreed to pursue a  
28

1 “work out” of the loan losses caused by Chittick’s gross mismanagement of DenSco’s  
2 lending practices.

3 250. As of the conclusion of the January 9, 2014 meeting, Clark Hill and  
4 Beauchamp, who had negligently advised DenSco in September 2013 and since then  
5 had aided and abetted Chittick’s breach of fiduciary duty, failed to do the following:

- 6 a. Tell Chittick he should not bring Menaged to the meeting;
- 7 b. Tell Chittick that DenSco’s sale of promissory notes since July 1,  
8 2013 to investors exposed DenSco and Chittick to civil and criminal liability;
- 9 c. Tell Chittick that DenSco should not have sold any notes without  
10 first issuing a new POM and should not use the proceeds of sales made since  
11 July 1, 2013 until the investors who bought those notes had been given a new  
12 POM and afforded an opportunity to rescind those transactions;
- 13 d. Tell Chittick that DenSco could not sell any new promissory notes  
14 until Clark Hill was able to conduct an adequate investigation of DenSco’s  
15 lending practices and other material information and a new POM had been  
16 issued;
- 17 e. Tell Chittick that DenSco should immediately cease doing business  
18 with Menaged based on the implausibility of the “cousin” story and the readily  
19 available public records discussed above;
- 20 f. Tell Chittick that, at a minimum, DenSco should not have any  
21 further business dealings with Menaged until it had investigated the true facts of  
22 the alleged fraud by Menaged’s “cousin”;
- 23 g. Tell Chittick that after discovering the true facts about Menaged’s  
24 dealings with DenSco (whether through a review of public records or some other  
25 investigation), DenSco should rescind all lending agreements it had made with  
26 Menaged since November 2013 on the grounds of fraud in the inducement, and  
27 seek to enforce its remedies for all other loans that Menaged had obtained  
28 through fraud; and

1           h.     Tell Chittick that DenSco had to assess the impact of the fraud on  
2     DenSco's financial position, and if that assessment resulted in a finding that  
3     DenSco was insolvent, DenSco had to consider duties owed to its investors and  
4     other creditors in making all business decisions.<sup>3</sup>

5     251.   This advice should have been documented in writing.

6     252.   If Chittick declined to follow that advice, Beauchamp should have  
7     threatened to withdraw from representing DenSco, which may have caused Chittick to  
8     relent and follow the advice, and withdraw from representing DenSco if Chittick failed  
9     to follow the advice.

10    253.   The Receiver intends to offer evidence at trial establishing that if  
11    Beauchamp had taken the actions summarized above and given Chittick the advice he  
12    should have given, Chittick would have caused DenSco to follow that advice.

13    254.   Evidence of Chittick's long professional relationship with Beauchamp  
14    and numerous instances of Chittick following Beauchamp's legal advice establish that  
15    if Beauchamp had properly advised DenSco during the first week of January 2014,  
16    Chittick would have caused DenSco to: (i) stop selling promissory notes; (ii) terminate  
17    its relationship with Menaged and his companies; (iii) pursue its remedies against  
18    Menaged and his companies; and (iv) explore whether DenSco could survive as a going  
19    concern or would have to liquidate. Such evidence, among other evidence disclosed or  
20    discovered during this litigation, includes:

21           a.     Clark Hill and Beauchamp's admission in their initial disclosure  
22     statement (at 4), that "[o]ver the years, Mr. Chittick showed himself to be a  
23     trustworthy and savvy businessman, and a good client. . . . Despite complaining  
24     about the cost of legal services, Mr. Chittick appeared to follow Mr.  
25     Beauchamp's advice and provided information when asked for it."

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27    <sup>3</sup>     DenSco was indisputably insolvent in January 2014, as Chittick's statements to  
28    Beauchamp at the time made clear and as the Receiver was able to determine after  
   reviewing DenSco's QuickBooks records.

1           b.     The fact that, only six months earlier, DenSco had immediately  
2 followed Bryan Cave's June 2013 advice to modify its website, and Bryan  
3 Cave's files reflect that Chittick was prepared to cause DenSco to refund all  
4 investor loans if that was necessary to correct the "general solicitation" problem  
5 Bryan Cave had identified.

6           c.     A number of instances during and after January 2014 in which  
7 Chittick followed Beauchamp's advice.

8           d.     Chittick's oral and written statements after January 2014 reflecting  
9 his desire to obtain Beauchamp's advice.

10          c.     Chittick's writings shortly before his death.

11           **3.     On Sunday, January 14, 2014, Clark Hill Advised Chittick**  
12           **That DenSco Could Continue Selling Promissory Notes**  
              **Without First Issuing a New POM.**

13           255.   Clark Hill and Beauchamp claim in their initial disclosure statement  
14 (at 10-11) that Beauchamp advised Chittick "during his January 9, 2014 meeting with  
15 Mr. Chittick" and repeatedly thereafter that: (a) DenSco was not permitted to take new  
16 money without full disclosure to the investor lending the money; (b) DenSco was not  
17 permitted to roll over existing investments without full disclosure to the investor rolling  
18 over the money; and (c) DenSco needed to update its POM and make full disclosure to  
19 all its investors.

20           256.   A jury will be asked to find that this claim is an after-the-fact untruth.

21           257.   There are *no documents*, such as notes, emails or letters, which reflect  
22 that Beauchamp *ever* gave that advice.

23           258.   The documents in the file instead show that Beauchamp told Chittick on  
24 January 12, 2014 that DenSco *could* sell promissory notes without first issuing a new  
25 POM.

26           259.   Chittick's entry for January 9, 2014 in a corporate journal he maintained  
27 during 2014 (the "2014 Corporate Journal") says nothing about having been instructed  
28

1 by Beauchamp that DenSco could not sell promissory notes. The entry states, in part:  
2 “Scott and I met with David. He never read my email. We spent two hours. . . . He’s  
3 going to contact the lawyer tomorrow and let us know.”

4 260. Beauchamp’s handwritten notes from a call with Chittick on Friday,  
5 January 10, 2014 state, in part, “Need to get back up plan in place. ***Denny does not***  
6 ***want to talk to his investors until he is ready*** – will not take long.” (Emphasis added.)

7 261. Chittick’s entry for that date in the 2014 Corporate Journal states, in part,  
8 “at 5pm Dave called, said ***they would give us time to clean it up***. I talked to Scott; he is  
9 going to try to bring in money. ***I can raise money according to Dave.***” (Emphasis  
10 added.)

11 262. On Sunday, January 12, 2014, Chittick sent Beauchamp an email which  
12 stated, in part, “***I’ve spent the day contacting every investor that has told me they want***  
13 ***to give me more money. I don’t have an answer on specifically how much I can***  
14 ***raise; I’ll know that in a day or two.***” (Emphasis added.) He went on to say that  
15 between new money, current cash on hand, and pending real estate closings, he would  
16 have ***between \$5 and \$10 million in the next ten days***. His email summarized the  
17 outline of the plan he and Menaged had discussed the previous Friday, which included,  
18 for the group of lenders represented by Bryan Cave: (i) identifying all properties in  
19 which another party claimed an interest; (ii) providing that information to an escrow  
20 agent; (iii) buying out the other parties as cash was put into escrow; and (iv)  
21 memorializing the arrangement through a term sheet and a written contract. “***[I]f both***  
22 ***Scott and I can raise enough money***, we should be able to have this all done in 30 days  
23 easy, less than three weeks would be my goal.” (Emphasis added.) As for the other  
24 lenders, Chittick stated that the plan was to pay them off as Menaged was able to raise  
25 additional capital. Chittick concluded the email by stating, “***that’s my plan, shoot***  
26 ***holes in it.***” (Emphasis added.)

27 263. Beauchamp responded in an email sent later that day which stated, in part,  
28 “***[y]ou should feel very honored that you could raise that amount of money that***

1 *quickly*. I will outline a few thoughts tomorrow and get back to you.” (Emphasis  
2 added.)

3 264. The “few thoughts” that Beauchamp conveyed the next day were  
4 questions about the sources from whom Menaged would raise money. *Beauchamp did*  
5 *not tell Chittick that DenSco could not raise new money by selling promissory notes*  
6 *without first issuing a new POM.*

7 265. In addition to these facts, Beauchamp admitted in his deposition that he  
8 knew Chittick had caused DenSco to sell promissory notes after January 9, 2014. He  
9 implausibly claimed to have understood that Chittick did so only after making  
10 disclosures to each investor who purchased a promissory note.

11 266. Clark Hill and Beauchamp make a similar admission in their initial  
12 disclosure statement (at 11) that “Mr. Chittick assured Mr. Beauchamp repeatedly that  
13 he was making the requisite disclosures to investors on an as needed basis, and that he  
14 had informed a select group of investors as to the double lien issue and the proposed  
15 workout.”

16 4. **After the January 9, 2014 Meeting, Clark Hill Negligently**  
17 **Advised DenSco and Continued Assisting Chittick Breach**  
18 **Fiduciary Duties He Owed to DenSco By (1) Telling Chittick**  
19 **DenSco Could Indefinitely Delay Issuing a New POM,**  
20 **(2) Negotiating a Forbearance Agreement That Was Not in**  
**DenSco’s Interest, and (3) Negligently Advising DenSco About**  
**the Practices It Should Follow in Continuing to Loan Money to**  
**Menaged.**

21 267. After the January 9, 2014 meeting, Clark Hill and Beauchamp negligently  
22 advised DenSco and continued assisting Chittick breach fiduciary duties by telling  
23 Chittick that DenSco could continue to raise money from investors while Chittick was  
24 implementing his “work out” plan, and that DenSco could indefinitely delay issuing a  
25 new POM until Chittick felt comfortable doing so.

26 268. Clark Hill also negligently advised DenSco and continued assisting  
27 Chittick breach fiduciary duties he owed DenSco by negotiating a “Forbearance  
28 Agreement” that was not in DenSco’s interest and was instead intended to cover up

1 Chittick's mismanagement of DenSco's lending practices and protect Chittick from  
2 potential claims by DenSco's investors.

3 269. In addition, having failed to advise DenSco to end completely its lending  
4 relationship with Menaged, Clark Hill negligently advised DenSco about the lending  
5 practices it should follow in loaning new monies to Menaged and his entities.

6 270. These actions served Chittick's interests, who hoped to "fix" the problem  
7 created by his gross mismanagement of DenSco and delay telling his investors about  
8 the problem until after he had minimized the financial harm, and to delay or avoid  
9 making disclosures to DenSco's investors about the Forbearance Agreement and how it  
10 came to be put in place.

11 271. Clark Hill and Beauchamp, on the other hand, having failed to properly  
12 advise Chittick in September 2013 that DenSco could not sell promissory notes without  
13 first issuing a new POM, and having agreed with Chittick to indefinitely delay work on  
14 the POM, similarly saw the Forbearance Agreement as an opportunity to cover up their  
15 negligence and potentially mitigate their exposure.

16 **5. During February, March and April 2014, While the**  
17 **Forbearance Agreement Was Negotiated, Clark Hill Advised**  
**Chittick That DenSco Could Delay Issuing a New POM.**

18 272. After telling Chittick that DenSco could continue selling promissory notes  
19 without first issuing a new POM, Beauchamp would periodically tell Chittick that a  
20 new POM had to be issued to reveal information about DenSco's operations, but let  
21 Chittick believe the issuance of the POM could be delayed.

22 273. In a February 4, 2014 email that Beauchamp sent to Chittick, Beauchamp  
23 wrote that the Forbearance Agreement would need to be described in a document "that  
24 you HAVE to provide to your investors."

25 274. Chittick's February 7, 2014 entry in the 2014 Corporate Journal states, in  
26 part, "I was on the phone with David and [Menaged] off and on trying to find middle  
27  
28

1 ground in this crap to make this agreement final. *Now [D]avid is telling me I have to*  
2 *tell my investors.*”

3 275. Beauchamp’s notes reflect that he discussed with Chittick on February 21,  
4 2014 DenSco’s upcoming annual meeting, which was scheduled for March 8. He  
5 wrote: “*cannot be ready to tell everything.*” (Emphasis added.)

6 276. Beauchamp’s notes went on to reflect his thoughts about what might  
7 eventually be disclosed to investors. He wrote: “What to put into notice to the  
8 investors. [E]xplain concentration to Scott to help Scott package homes to sell to a  
9 Hedge Fund in \$5M groups. [T]he problem was discovered but to resolve the loans with  
10 double leverage came up with a plan, but that required DenSco to make higher  
11 leveraged loans. DenSco also made advances on new homes purchased.”

12 277. Notably, Beauchamp’s notes reflect that he did not intend to advise  
13 Chittick to disclose to investors that the “double leverage” problem was the result of  
14 Chittick’s grossly negligent lending practices.

15 278. Beauchamp’s notes also show that he knew the workout plan was  
16 increasing the loan-to-value ratios on many of DenSco’s loans far above what DenSco  
17 had disclosed to investors in any previous POM. For example, he wrote: “30 loans are  
18 now at 95% LTV.”

19 279. The entry Chittick made in the 2014 Corporate Journal for March 11,  
20 2014 states, in part: “*David changed and said now I have to tell my investors.*  
21 (Emphasis added.) [Menaged] and I are going to try to fix this mess in 30 days and that  
22 way it will be a minor issue.”

23 280. In a March 13, 2014 email to Chittick regarding the inclusion in the  
24 Forbearance Agreement of a confidentiality provision that Menaged had sought,  
25 Beauchamp wrote: With respect to timing, we are already very late in providing  
26 information to your *investors about this problem and the resulting material changes*  
27 *to your business plan. We cannot give [Menaged] and his attorney any time to cause*  
28

1 *further delay in getting this Forbearance Agreement finished and the necessary*  
2 *disclosure prepared and circulated.”* (Emphasis in original.)

3           **6. Clark Hill Further Aided and Abetted Chittick’s Breach of**  
4           **Fiduciary Duties Owed DenSco by Negotiating and**  
5           **Documenting a Forbearance Agreement Between January and**  
6           **April 2014 That Was Not in DenSco’s Interests and Was**  
7           **Intended by Clark Hill to Cover Up Chittick’s**  
8           **Mismanagement of DenSco’s Lending Practices and Protect**  
9           **Chittick From Claims by DenSco’s Investors.**

10           281. On January 10, 2014, Beauchamp opened a “new matter” for DenSco in  
11 Clark Hill’s accounting and filing systems that was called “work-out of lien issue” to  
12 enable and implement the “work out” plan Chittick and Menaged had developed.<sup>4</sup>

13           282. Over the next three months, Beauchamp helped negotiate and finalize a  
14 Forbearance Agreement that was not in DenSco’s interests and was, as Beauchamp said  
15 multiple times in writing, intended to protect Chittick from potential claims by his  
16 investors by making it appear that the loan losses DenSco faced were caused by  
17 Menaged, rather than by Chittick’s gross mismanagement of DenSco’s lending  
18 practices, and that Chittick had taken appropriate steps to protect DenSco’s interests.

19           **a. In January 2014, Beauchamp Negotiated the Terms of a**  
20           **Nondisclosure Agreement and Term Sheet.**

21           283. During the week of January 12, 2014, Beauchamp prepared a  
22 nondisclosure agreement and a term sheet. Beauchamp negotiated with Menaged’s  
23 attorney, Jeff Goulder, over the term sheet.

24           284. Beauchamp also communicated with Bryan Cave attorney Bob Miller,  
25 who withdrew from representing his clients on January 16, 2014 because of a conflict  
26 issue raised by Beauchamp and the scope of the consent DenSco would give Bryan  
27 Cave.

28           <sup>4</sup> A few days later, on January 14, 2014, Beauchamp opened a “new matter” for  
DenSco in Clark Hill’s accounting and file systems that was called “business matters.”

1           285. Chittick (for DenSco) and Menaged signed the nondisclosure agreement  
2 and term sheet on Friday, January 17, 2014. The term sheet contemplated that DenSco  
3 would advance additional funds to Menaged, some of which would be used to pay off  
4 (by February 28, 2014) the loans held by the lenders represented by Bryan Cave. The  
5 term sheet also outlined the elements of a Forbearance Agreement and a process to  
6 resolve the claims of the other competing lenders.

7                           **b. During February 2014, Beauchamp Negotiated the**  
8                           **Terms of the Forbearance Agreement With Menaged's**  
9                           **Counsel, Repeatedly Stating That the Agreement Was**  
                              **Needed to Protect Chittick's, Rather Than DenSco's,**  
                              **Interests.**

10           286. During the first week of February, Beauchamp began negotiating with  
11 Goulder over the terms of a Forbearance Agreement.

12           287. It is evident from Beauchamp's communications with Chittick and  
13 Goulder during February 2014 that Clark Hill was looking out for Chittick's interests,  
14 rather than the interests of DenSco and its investors.

15           288. One example of Clark Hill's misplaced loyalty to Chittick is a February 4,  
16 2014 email that Beauchamp sent to Chittick, which said:

17                   a. "Before we all get into a room, you and I need to make sure we  
18 have a clear understanding of what you can do and what you cannot do without  
19 going to all of your investors for approval. We have a deal that works for you  
20 and your investors and is fair to [Menaged]. Now [Goulder] is trying to better  
21 the deal for [Menaged]. But you already have been more than generous trying to  
22 help [Menaged] out of [Menaged's] problem. Again, *this goes back to*  
23 *[Goulder] not acknowledging that this is [Menaged's] problem and instead*  
24 *insisting that this is your problem because you did not make sure that*  
25 *[Menaged] handled the loans properly and that you did not take the necessary*  
26 *actions so that DenSco had a first lien on each property. . . . [Goulder] is*  
27 *trying to have you think that you have significant responsibility for creating*  
28

1        *this problem as opposed to this being created by [Menaged's] cousin working*  
2        *for [Menaged]. . . . [Goulder] is trying to make you feel that you are guilty so*  
3        *you have to assume a significant responsibility in the agreement to share*  
4        *[Menaged's] problem, but nobody stole the money from you. You can help and*  
5        *have helped [Menaged], but you cannot OBLIGATE DenSco to further help*  
6        *[Menaged], because that would breach your fiduciary duty to your investors."*  
7        (Emphasis added.)

8        289. And in an email Beauchamp sent to Goulder on Friday, February 7, 2014  
9        Beauchamp wrote: "*Based on your previous changes, the Forbearance Agreement*  
10       *would be prima facia evidence that Denny Chittick had committed securities fraud*  
11       *because the loan documents he had [Menaged] sign did not comply with DenSco's*  
12       *representations to DenSco's investors in its securities offering documents.*

13       Unfortunately, this agreement needs to not only protect [Menaged] from having this  
14       agreement used as evidence of fraud against him in litigation, *the agreement needs to*  
15       *comply with Denny's fiduciary obligation to his investors as well as not become*  
16       *evidence to be used against Denny for securities fraud. . . . We wanted the document*  
17       *to set forth the necessary facts for Denny to satisfy his securities obligations to his*  
18       *investors (including that the original loans had to have been written and secured by a*  
19       *first lien on real property and that the workout agreed to by Denny complied with his*  
20       *workout authorization) without having [Menaged] admit to facts that could cause*  
21       *trouble to him. . . . To try to balance the respective interests, I have inserted sections*  
22       *from the loan documents into the Forbearance Agreement. Referencing the language of*  
23       *the Loan Documents is needed to satisfy Denny's fiduciary obligations, but I have also*  
24       *modified the other provisions so that the Borrower is not admitting that it was required*  
25       *to provide first lien position in connection with the loans."* (Emphasis added.)

26       290. In an email exchange on Sunday, February 9, 2014 Beauchamp told  
27       Chittick "[p]lease understand that you are limited in what risk or liability you can  
28       assume. Your fiduciary duty to your investors makes this a difficult balancing act."

1           291. Chittick's response was that he "trusts that we are in balance and I have  
2 even more confidence that [Menaged] and I can solve this problem without issue and  
3 we never have to use the document that we've worked so long on getting completed."

4           292. Beauchamp responded: "Your point is understood. If possible, please  
5 recognize and understand that *you will 'use' the document even if you and [Menaged]*  
6 *never refer to it again. It has to have the necessary and essential terms to protect you*  
7 *from potential litigation from investors and third parties.*" (Emphasis added.)

8           293. In his notes from a February 11, 2014 call with Chittick, which touched  
9 on the status of Chittick's and Menaged's plan to pay off loans on the double-escrowed  
10 properties, Beauchamp wrote "'Material Disclosure' – exceeds 10% of the overall  
11 portfolio." But in his discussions with Chittick about requests from Goulder for further  
12 concessions, including an agreement not to pursue civil claims for fraud, Beauchamp's  
13 focus was on protecting Chittick's interests, including protecting him from a potential  
14 investor claim.

15           294. In a February 14, 2014 email to Chittick, Beauchamp wrote: "[Goulder]  
16 clearly thinks he can force you to agree to accept a watered down agreement and give  
17 up substantial rights that you should not have to give up. Unfortunately, it is not your  
18 money. It is your investors' money. So you have a fiduciary duty. . . . *[Menaged] is*  
19 *the one responsible for this and not you.* (Emphasis added.) He failed to put out the  
20 proper protection systems in place so his cousin could not do what his cousin did. . . .  
21 *[Menaged's] actions to comply with the terms of this agreement will have a big effect*  
22 *on whether or not you have to deal with a third party lawsuit filed against you in*  
23 *court.* (Emphasis added.) In this situation, you can have an action brought against you  
24 by any of the other lenders, and/or by any of your investors. . . . In addition, *you could*  
25 *also face an action by the SEC or by the Securities Division of the ACC if an investor*  
26 *is able to convince someone in a prosecutor's office that you* somehow assisted  
27 [Menaged] to cover up this fraud or you *were guilty of gross negligence by failing to*  
28 *perform adequate due diligence (on behalf of your investors' money) to determine*

1 ***what was going on.*** . . . (Emphasis added.) [Y]our duty and obligation is not to be fair  
2 to [Menaged], but to completely protect the rights of your investors. I am sorry if  
3 [Menaged] is hurt through this, but [Menaged's] hurt will give [Menaged] the necessary  
4 incentive to go after his cousin. Your job is to protect the money that your investors  
5 have loaned to DenSco."

6 295. Beauchamp advised Chittick not to make any further concessions.  
7 Beauchamp then sought input from bankruptcy lawyers within Clark Hill about the  
8 risks DenSco faced if Chittick were to agree to the concessions Goulder sought with  
9 respect to a potential civil fraud claim.

10 296. Chittick ultimately followed Beauchamp's advice, and the concessions  
11 sought by Goulder were not included in the final Forbearance Agreement.

12 297. On February 20, 2014, Beauchamp met with Chittick, Menaged and  
13 Goulder to discuss the Forbearance Agreement. As Chittick described the meeting in  
14 the DenSco journal, Beauchamp and Goulder "were no better in person then they were  
15 in email. David lost his temper more than once. We went back and forth for 3 hours.  
16 We broke up and came together, finally we are down to one point about the release. The  
17 lawyers are trying to word it to make each other happy."

18 298. It appears from Chittick's February 20, 2014 entry in a corporate journal  
19 Chittick maintained (the "2014 Corporate Journal") that this meeting was the first time  
20 Beauchamp learned of the full extent of DenSco's exposure to Menaged. Chittick  
21 wrote: "I told David the dollars today, he about shit a brick. I explained to him how I  
22 got there and how far we have come and how much better we are today then in  
23 November. Though I'm not sure he understands that. My balance sheet isn't looking  
24 much better, but it will start to swing in the right direction in the next 30 days. ***I'm***  
25 ***more concerned about telling my investors and their reaction to the problem. I have***  
26 ***to tell them and hope they stick with me. If I get a run on the bank I'm in deep shit.***  
27 ***I won't be able to fund new deals, I won't be able to payoff investors and won't be***  
28 ***able to support [Menaged]. The whole thing crators.***" (Emphasis added.)

1           299. Beauchamp's notes from that day contain a summary of DenSco's  
2 exposure to Menaged. They state: "Approx. \$31 MM outstanding to [Menaged's]  
3 entities – total fund up to \$62-63 MM. Problem loans down to about \$17 MM for 122  
4 loans."

5           300. Chittick's February 21, 2014 entry in the 2014 Corporate Journal has a  
6 consistent summary of the advice he received from Beauchamp: "I talked to Dave, he  
7 found out what we already suspected; there is no way we can give what [Menaged]  
8 wants. I'm not sure where this will lead us. *We talked about telling my investors; we*  
9 *are going to put that off as long as possible so that we can improve the situation as*  
10 *much as possible.* (Emphasis added.) We've got another 15 more that are closing next  
11 few weeks. We could be close to under a 100 problem loans within a month. I just have  
12 to keep telling myself I'm doing the right thing to fix it, no matter how much anxiety I  
13 have over this issue."

14           301. During the last week of February 2014, discussions with Goulder on the  
15 Forbearance Agreement ended after Goulder sent Beauchamp a revised draft on  
16 February 25, 2014.

17           302. Chittick sent Beauchamp an email that day describing his ongoing  
18 discussions with Menaged about taking a different approach to the double encumbrance  
19 problem by having DenSco advance additional monies to Menaged so that Menaged  
20 could sell homes more quickly: "[H]e's throwing out all sorts of ideas in how this can  
21 be done. [I] would be willing to release the UCC if he was able to secure the funds and  
22 use them to pay some of these loans. [W]e've got about 3 more ideas, *but what both of*  
23 *us are really concerned about is that when [I] tell my investors the situation, they*  
24 *request their money back. [I] want to be able to say, this was the problem, we've*  
25 *eliminated this much of the problem and this is what is left. [I] want to be able to say*  
26 *what is left is as small as possible.*" (Emphasis added.)  
27  
28

1           303. Beauchamp responded by saying “**[g]ood ideas and probably something**  
2 ***we need to work on***” in light of the breakdown of discussions on the Forbearance  
3 Agreement. (Emphasis added.)

4           304. Chittick sent Beauchamp an email the following day, February 26, 2014  
5 describing his continuing discussions with Menaged. He wrote: “[W]hat if [Menaged]  
6 just starts selling everything . . . . [I] take losses[.] [A]long with the several million that  
7 [Menaged’s] going to bring in from outside sources, we wipe the whole thing out in,  
8 name a time frame, 90 days. [T]o secure the loss, [Menaged] signs a promissory note  
9 with terms of repayment. [W]hat happens? [I] take a huge hit to my books, but [I] get  
10 the money back in my hands. [I]’m no longer in violation of anything with my  
11 investors. [I]’m in possession of money that now [I] can put to work with new loans  
12 that are actually paying me interest versus right now that [I]’m having no interest  
13 coming in. [O]r I can return the money to investors if I can’t put it to work. [F]rom a  
14 P/L standpoint it looks horrible, but at least [I] have the majority of the money back  
15 except maybe 2-4 million. [Menaged] agrees to pay me interest and principle [sic] back  
16 every month for whatever I write off[,] which fills in that hole. [I] put the money I get  
17 back to work and make money on it, that fills the hole. ***[I] [would] rather take the loss***  
18 ***short term now, and get working on trying to make the money work th[a]n drag this***  
19 ***thing out over a year or more. . . . [I] don’t have anything in my docs that say I have***  
20 ***to be profitable. [I] see this is a negative year obviously, but [I]’ll be profitable next***  
21 ***year; the problem is gone[.]*** [Menaged] will be paying me back interest and principle  
22 [sic] for the loss that I took. [N]ow I know there are 100 legal things here, ***but now I’m***  
23 ***thinking this is the best way to get the problem solved from a fiduciary standpoint. . . .***  
24 [I] know this may sound crazy, but [I] can’t come up with anything else that will bring  
25 an end to this situation quickly. [T]ime is crucial. [L]et me know your thoughts.”  
26 (Emphasis added.)

27           305. Beauchamp’s email response was: “***Good ideas.*** Can we talk later today  
28 to clarify a few things?” (Emphasis added.) Beauchamp also told Clark Hill attorney

1 Bill Price, who emailed him to say that the release provision in Goulder's latest draft of  
2 the Forbearance Agreement was unacceptable, that "[t]here is another possibility to  
3 resolve this," on which Beauchamp would be focusing his attention.

4 306. Chittick's entry in the 2014 Corporate Journal for February 26, 2014  
5 contains a consistent summary of his discussions with Menaged and Beauchamp:  
6 "We've decided it's better to sell these properties as quickly as possible, take the losses  
7 and move on. [Menaged] will sign a promissory note, it frees up from paying interest, I  
8 take a big hit, . . . and we move on. *It will take me 2 years to get back to profitability*  
9 *I'm guessing. This may allow me not to do what David wants me to do, I don't know.*  
10 *I never got to talk to him. But what we are doing isn't going to work fast enough and*  
11 *we'll have a big hill to climb in the end.* (Emphasis added.) I'm just so sick over this I  
12 can't function."

13 307. Beauchamp's notes reflect that he discussed the proposed new plan with  
14 Chittick the following day, February 27, 2014. They state, in part: "Denny explained  
15 procedure and Denny is taking all of the shortfall. [Menaged] wants this resolved.  
16 *Denny wants this resolved because Denny is losing money to make payments to his*  
17 *investors* if DenSco is not getting paid interest from [Menaged]. Denny willing to take  
18 loss this year -- so DenSco can return cash to investors and reduce interest obligation.  
19 (Emphasis added.) *How to write this up for investors -- discussed. Do we still need*  
20 *Forbearance Agmt. - yes but will be less problematic. Will need Forbearance Agmt.*  
21 *to explain procedures and protect Denny for future revisions.* (Emphasis added.) Will  
22 need multiple advance not (unsecured) so DenSco can advance cash on house w/ double  
23 loans to be sold."

24 308. Chittick's entry in the 2014 Corporate Journal for that day is consistent  
25 with Beauchamp's notes. It states, in part: "I talked to [Menaged] again, he agreed to  
26 everything this morning on how to work this out. *I talked to David, he thinks its fine.*  
27 (Emphasis added.) So we are done. . . . [N]ow we just need to get this signed and start  
28 working towards selling these houses."

1                                   c.     **During March 2014, Beauchamp Continued to Negotiate**  
2                                   **the Terms of the Forbearance Agreement But Did So**  
3                                   **With Menaged, Communicating With Him Through**  
4                                   **Chittick.**

5                   309.   Beauchamp had a telephone conversation with Chittick on March 3, 2014.  
6                   Chittick's entry in the 2014 Corporate Journal that day says, in part: "David called me  
7                   telling me of ad lib info to scare me about dealing with [Menaged]. I can't control what  
8                   others are saying in the lawyer community. I have to get this done so that I have  
9                   something in writing and do the best deal that I can do."

10                  310.   Chittick sent Beauchamp an email on March 4, 2014 in apparent response  
11                  to that conversation. It stated, in part: "About what you said, I have no idea of the  
12                  timing of that person you [mentioned] as to when he spoke to [Goulder] about our  
13                  situation. I don't doubt perhaps that he was positioning himself in some way; seems  
14                  logical for him to think that way. However, ***now that [Menaged] has agreed to sign***  
15                  ***the terms sheet that we originally agreed to, allowing you to write it, he says he's not***  
16                  ***going to have [Goulder] review because [Goulder] already told him not to sign***  
17                  ***anything.*** Plus he's signing the promissory note which also confirms the situation . . .  
18                  in not so many words. But the fraud occurred and he's taking responsibility for it. . . .  
19                  ***You probably have the only chance in your career to write an agreement without***  
20                  ***conflicting counsel.*** You can write it to our liking and in our best interests. ***We CYA as***  
21                  ***broad as the Grand Canyon.*** I think that is pretty advantageous." (Emphasis added.)

22                  311.   Beauchamp's response was: "***Your thoughts make sense,*** but we still  
23                  need an agreement that works." (Emphasis added.)

24                  312.   Beauchamp sent Chittick a draft of the Forbearance Agreement on  
25                  March 10, 2014.

26                  313.   Chittick gave him comments that day, one of which reflected Chittick's  
27                  and Menaged's request to modify the draft's confidentiality provision. As Chittick  
28                  described it in an email to Beauchamp: "***Only time I can disclose info is if I'm legally***  
                      ***required by investors. He wants me to not say a word unless I'm legally required to,***

1 because the reputation with his investors and buyers, clients etc. could be harmed.”

2 (Emphasis added.)

3 314. In his email response, Beauchamp wrote: “The confidentiality change is a  
4 problem, because who makes the decision if the disclosure is required? *I had language*  
5 *that you could disclose if such disclosure is reasonably needed to be disclosed to your*  
6 *investors or if a governmental agency requires such disclosure (after you give*  
7 *[Menaged] notice and an opportunity to get the agency to change its mind).* Those  
8 are standard confidentiality exceptions. *I will look at them again to see if there is*  
9 *anything we can do to make it tighter.”* (Emphasis added.)

10 315. Beauchamp’s notes reflect that he had a telephone conference with both  
11 Chittick and Menaged on March 11, 2014 to discuss the release and confidentiality  
12 provisions of the Forbearance Agreement, as well as the terms of a \$1 million “workout  
13 loan.”

14 316. Beauchamp’s notes reflect that he had a telephone conference with both  
15 Chittick and Menaged on March 12, 2014 to discuss the release and confidentiality  
16 provisions of the Forbearance Agreement.

17 317. On March 13, 2014, Beauchamp conferred with Chittick about the  
18 security for the loans DenSco would be advancing to Menaged. He also revised the  
19 confidentiality section of the Forbearance Agreement, sending the section to Chittick in  
20 an email which stated, in part: “*I have done a complete re-write of the Confidentiality*  
21 *section. . . . In order to comply with the specific securities disclosure requirements, I*  
22 *left \_\_\_\_ (blank) the amount of time for [Menaged] to be able to review and comment*  
23 *upon the proposed disclosure (suggest 48 hours)* and I did not give him the right to  
24 disapprove and block what you can or cannot disclose. DenSco and you as the  
25 promoter of DenSco’s offering have to make the decisions as to what is to be disclosed  
26 or not.” (Emphasis added.)

1           318. Between March 14 and March 20, 2014, Beauchamp communicated with  
2 Chittick about revisions to the Forbearance Agreement, relying on Chittick to convey  
3 drafts to Menaged and communicating with Menaged through Chittick.

4           319. One of the topics Beauchamp discussed with Chittick was his plans to  
5 loan funds to Menaged and the impact of those loans, including loans up to 120% of  
6 value. Beauchamp stated that he *“completely agree[s] that [the proposed lending*  
7 *plan] makes a lot of sense, but I am concerned about the disclosure to your*  
8 *investors.”* (Emphasis added.)

9           320. Chittick’s entry in the 2014 Corporate Journal for March 20, 2014 stated,  
10 in part: “[Menaged] finally agreed to [the] agreement. That’s done. I have to do some  
11 numbers to fill in the blanks, but otherwise it’s ready to be signed. *I have no idea if it*  
12 *will ever be used, but David assured me I’m in a good position.”* (Emphasis added.)

13                               **d. The Forbearance Agreement Was Signed in April 2014.**

14           321. The Forbearance Agreement was signed by Chittick (for DenSco) and  
15 Menaged (for himself and his entities) on April 16, 2014.

16           322. Under the Forbearance Agreement, Menaged agreed to pay off the loans  
17 of DenSco and other lenders by, inter alia, (i) liquidating various assets; (ii) renting or  
18 selling real estate assets; (iii) attempting to recover the missing funds that his cousin  
19 allegedly stole; and (iv) obtaining \$4.2 million in outside financing.

20           323. In turn, *DenSco agreed to, inter alia, (i) increase its loans to Menaged*  
21 *on certain properties up to 120% of the loan-to-value ratio; (ii) loan Menaged up to*  
22 *\$5 million more, at 18% interest; (iii) loan Menaged up to \$1 million more, at 3%*  
23 *interest; and (iv) defer the collection of interest on loans that Menaged had already*  
24 *defaulted on.*

25           324. The Forbearance Agreement included a schedule of the loans DenSco had  
26 made to Menaged, members of his family, Easy Investments, and Arizona Home  
27 Foreclosures, including loans DenSco made between December 2013 and April 15,  
28

1 2014. *Those loans totaled \$37,456,620.47, well over half of the aggregate amounts*  
2 *DenSco had raised from investors.*

3 325. The confidentiality provision in the Forbearance Agreement permitted  
4 DenSco to disclose information “as may be necessary for [DenSco] to disclose to  
5 [DenSco’s] current or future investors” subject to the following limitations:

6 [DenSco] agrees to use its good faith efforts *to limit such disclosure as much as*  
7 *legally possible* pursuant to the applicable SEC Regulation D disclosure rules,  
8 *which limitation is intended to have [DenSco] only describe:* 1. the multiple  
9 Loans secured by the same Properties which created the Loans Defaults; 2. the  
10 work-out plan pursuant to this Agreement in connection with the steps to be  
11 taken to resolve the Loans Defaults; 3. the work-out plan shall also include  
12 disclosing the previous additional advances that [DenSco] has made and the  
13 additional advances that are intended to be made by [DenSco] to Borrower  
14 pursuant to this Agreement in connection with increases in the loan amount of  
15 certain specific Loans (up to 120% of the LTV of the applicable Property being  
16 used as security for that Loan), the additional advances pursuant to both the  
17 Additional Loan and the Additional Funds Loan; and 4. the cumulative effect  
that all of such additional advances to Borrower will have on [DenSco’s]  
business plan that [DenSco] has previously disclosed to its investors in  
[DenSco’s] private offering documents and which [DenSco] committed to  
follow, including the overall LTV loan ratios for all of [DenSco’s] outstanding  
loans to its borrowers in the aggregate and the concentration of all of [DenSco’s]  
outstanding loans among all of its borrowers. Further, [DenSco] will use its good  
faith efforts not to include the names of Borrower, Guarantor, or New Guarantor  
in [DenSco’s] disclosure material. [DenSco] will also provide Borrower with a  
copy of the applicable disclosure prior to dissemination to [DenSco’s] investors  
and allow Borrower to have 48 hours to review and comment upon such  
disclosure. (Emphasis added.)

18 7. **In May 2014, Clark Hill Made a Half-Hearted Effort to**  
19 **Prepare a New POM and Then, at Chittick’s Request, Stopped**  
20 **Working on the New POM and Advised Chittick That DenSco**  
**Could Continue to Put Off Issuing a New POM While Chittick**  
**Pursued His “Work Out” Plan.**

21 326. Chittick’s entry in the 2014 Corporate Journal for April 16, 2014 reflected  
22 the signing of the Forbearance Agreement and concludes: “I’ll send it up to David and  
23 then he and I can start on the memorandum.”

24 327. Beauchamp’s notes show that he had a call with Chittick on April 24,  
25 2014. Those notes reflect that Beauchamp knew that DenSco’s total loans to Menaged  
26 were approximately \$36 million in principal, with a \$5 million note (of which  
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1 approximately \$1.78 million was principal), and a \$1 million note (of which  
2 approximately \$915,000 was principal).

3 328. Under the heading "POM update" he noted that 186 loans were double-  
4 encumbered when the workout started, which was down to 94 loans, representing \$12.3  
5 million of principal, as of that date, which was down from a previous balance of  
6 approximately \$25 million.

7 329. That same day, Chittick sent Beauchamp by email another copy of the  
8 2011 private offering memorandum.

9 330. It appears from the Clark Hill file that Beauchamp gave a printed copy of  
10 the memorandum to Schenck with a handwritten note asking him to mark up the  
11 memorandum and add "updates/forbearance, etc."

12 331. Beauchamp's handwritten notes and documents in the file reflect that  
13 some research was done on May 13, 2014 on "Dodd Frank and regulation."

14 332. On May 14, 2014, Schenck sent Beauchamp by email a redline of a draft  
15 private offering memorandum and a separate document with comments, some of which  
16 were for Beauchamp's attention. Schenck's email concluded by asking Beauchamp to  
17 "let me know what changes you prefer *before this draft is sent to Denny.*" (Emphasis  
18 added.) His time entry describes the document as a "first draft" which he had  
19 "finish[ed]."

20 333. The document with comments contained, in the "Prior Performance"  
21 section, a discussion of the terms of the Forbearance Agreement, with limited  
22 information about the circumstances that gave rise to it and a narrative that accepted, as  
23 accurate and reliable, Menaged's "cousin" story: "According to the Foreclosure  
24 Debtors, an agent of the Foreclosure Debtors had secured the Outside Loans without the  
25 Foreclosure Debtors' knowledge." The draft said nothing about Chittick's gross  
26 negligence in managing DenSco's lending practices by giving funds directly to  
27 Menaged, rather than to a Trustee.  
28

1           334. Clark Hill's time records reflect that Beauchamp billed 30 minutes of  
2 time on May 14, 2014 to "review revisions to POM and work on same."

3           335. But there is nothing in the Clark Hill file to reflect that Beauchamp  
4 actually made any revisions to this first draft.

5           336. Neither the Clark Hill file nor Clark Hill's billing statement reflect that  
6 Beauchamp ever sent the draft POM to Chittick or discussed it with him.

7           337. Clark Hill's files show that the firm simply stopped work on a new POM  
8 in mid-May 2014. The last time entries referencing the draft POM were made on  
9 May 14.

10          338. On May 15, 2014, Beauchamp sent Chittick e-mails with instructions on  
11 making revisions to the Forbearance Agreement.

12          339. On May 23, 2014, Beauchamp sent Chittick a letter with billing  
13 statements which said nothing about a termination of the representation and instead  
14 offered to "assist [DenSco] with any other matter(s)."

15          340. On June 12, 2014, Beauchamp and Chittick exchanged emails about  
16 revising the Forbearance Agreement.

17          341. Entries by Chittick in the 2014 Corporate Journal shortly thereafter reflect  
18 that Chittick had decided not to issue a new POM at that time, and to continue selling  
19 promissory notes while he pursued his "work out" plan in the hope of minimizing  
20 DenSco's losses before making a disclosure to investors. Clark Hill decided to abide by  
21 Chittick's instruction, just as the firm had agreed in September 2013 to prepare a new  
22 POM and then followed Chittick's instruction not to work on the new POM until  
23 Chittick was ready to issue it.

24               a. The July 2, 2014 entry states, in part: "We are making progress,  
25 just too damn slow, *but I'm sure much quicker than David expected us to do.*"  
26 (Emphasis added.)

27               b. The July 25, 2014 entry states, in part: "My time is running out on  
28 updating my private placement memorandum and notifying my investors."

1                   c.       The July 31, 2014 entry states, in part: “It’s all going in the right  
2       direction, just not sure if it’s going fast enough. *As long as David doesn’t bug*  
3       *me, I feel like we are doing the right thing.*” (Emphasis added.)

4       342.   Clark Hill’s blessing of Chittick’s plan to continue pursuing a work out  
5       plan without telling DenSco’s investors is reflected in Beauchamp’s dealings with  
6       Chittick the following March.

7       343.   On March 13, 2015, Beauchamp sent Chittick an email which stated, in  
8       part: “I would like to meet for coffee or lunch (at no charge to you) so we can sit down  
9       and talk about how things have progressed for you since last year. I would also like to  
10      listen to you about your concerns, and frustration with how the forbearance settlement  
11      and the documentation process was handled. I have thought back to it a lot and I have  
12      second guessed myself concerning several steps in the overall process, *but I wanted to*  
13      *protect you as much as I could.* (Emphasis added.) *When I felt that your frustration*  
14      *had reached a very high level, I stopped calling you about how things were going so*  
15      *that you did not feel I was just trying to add more attorney’s fees.* (Emphasis added.)  
16      I planned to call you after about 30 days, but then I let it slip all of last year because I  
17      kept putting it off. I even have tried to write you several different emails, but I kept  
18      erasing them before I could send them. I acknowledge that you were justifiably  
19      frustrated and upset with the expense and how the other lenders (and [Menaged] at  
20      times) seemed to go against you as you were trying to get things resolved last year for  
21      [Menaged]. I have tried to let time pass so that we can discuss if you are willing to  
22      move beyond everything that happened and still work with me. If not, I would like you  
23      to know that I still respect you, what you have done and would still like to consider you  
24      a friend. You stood up for [Menaged] when he needed it and I truly believe it was more  
25      than just a business decision on your part. Hopefully, you will respond to this email  
26      and we can try to talk and catch up.”

27      344.   Chittick responded “[s]ure, give me some options on when to meet.”  
28

1           345. Chittick forwarded Beauchamp's email to Menaged, who wrote,  
2 "[s]chedule coffee in 18 months when our balance is close to nothing."

3           346. Chittick responded: ***"I figure it's a miracle he left me alone this long!"***  
4 (Emphasis added.)

5           347. Chittick went on to write: "I have some legal reporting obligations that  
6 are the real rub, ***I will see what he has to say.***" (Emphasis added.) And when Menaged  
7 wrote that Chittick should "delay the reporting a bit," Chittick said: "That's ***what I***  
8 ***have to find out is the timing needed to report and stay in compliance*** and be able to  
9 show something that isn't scary enough [t]o start a stampede on the bank!" (Emphasis  
10 added.) Those statements reflect that Chittick did not believe Clark Hill's  
11 representation had been terminated in May of 2014, as Clark Hill now claims, and that  
12 he continued to look to Beauchamp for advice about DenSco's obligations under the  
13 securities laws.

14           348. In his entry that day in the corporate journal Chittick maintained for 2015  
15 (the "2015 Corporate Journal"), Chittick wrote: ***"I got an email from Dave my***  
16 ***attorney wanting to meet. He gave me a year to straighten stuff out. We'll see what***  
17 ***pressure I'm under to report now.***" (Emphasis added.)

18           349. Chittick had lunch with Beauchamp on March 24, 2015.

19           350. Chittick's entry in the 2015 Corporate Journal for that date states: "I had  
20 lunch with Dave Beauchamp. I was nervous he was going to put a lot of pressure on  
21 me. However, ***he was thrilled to know where we were at and I told him by April 15<sup>th</sup>,***  
22 ***we'll be down to 16 properties with seconds on them, and by the end of June we hope***  
23 ***to have all the retail houses sold by then and just doing wholesale. He said he would***  
24 ***give me 90 days.*** (Emphasis added.) I just hope we can sell them all by then and darn  
25 near be done with it. ***I'm going to slow down the whole memorandum process too.***  
26 ***Give us as much time as possible to get things in better order.***" (Emphasis added.)

27           351. Chittick's entry in the 2015 Corporate Journal for June 18, 2015 states, in  
28 part: "[Menaged] tried to enlarge the wholesale number saying, well I'm paying down

1 the workout, I can use that for the wholesale. I'm not letting him. That number needs to  
2 start dropping! *I have to get his number falling, or it's going to be hell with Dave.*"  
3 (Emphasis added.)

4 **8. With Clark Hill's Assistance, Chittick Caused DenSco to Sell**  
5 **Approximately \$5 Million of Promissory Notes Between**  
6 **January and May 2014 Without First Issuing a New POM.**

7 352. During the months of January through May 2014, DenSco sold  
8 \$5,000,008.00 of new promissory notes to the following investors, which were all two-  
9 year notes unless otherwise indicated.

Investor	Amount	Date
Brian & Carla Wenig	\$15,000	1/3/14
Dale Hickman	\$150,000	1/13/14
Carol & Mike Wellman	\$30,000	1/14/14
Carol Wellman	\$10,000	1/14/14
Jolene Page	\$150,000	1/14/14
Marvin & Pat Miller	\$200,000	1/15/14
Marvin & Pat Miller	\$100,000	1/15/14
Mark & Debbie Wenig	\$50,000	1/24/14
Kirk Fischer	\$600,000	1/29/14 <sup>5</sup>
Brian Imdieke	\$500,000	2/11/14 <sup>6</sup>
Ryan Baughman	\$300,000	2/11/14
Kaylene Moss	\$10,000	3/5/14
Ryan Baughman	\$300,000	4/1/14 <sup>7</sup>
Wayne Ledet	\$30,000	4/7/14

26 <sup>5</sup> Five-year note.

27 <sup>6</sup> Six-month note.

28 <sup>7</sup> Three-month note.

Alexandra Bunger	\$850,000	5/1/14
Cassidy Bunger	\$850,000	5/1/14
Connor Bunger	\$850,000	5/1/14
Bill Hughes	\$6,500	5/1/14
Bill Hughes -- IRA	\$6,500	5/1/14

353. DenSco's sale of those promissory notes was necessary for DenSco to continue its business operations, and Clark Hill enabled DenSco to obtain investor funds during that five-month period without making adequate disclosures to those investors, exposing DenSco to substantial liability for those sales.

354. During the months of June through December 2014, DenSco sold two new promissory notes and rolled over many more, as shown in the table below, in the amount of \$6,914,542.07.

Last	First	Promissory Note Amount	Original Issue Date of Note	Rollover Maturity Date
<b>NEW</b>				
Imdieke	Brian	500,000.00	02/11/14	08/11/14
Baughman	Ryan	300,000.00	04/01/14	07/15/14
<b>RENEWAL</b>				
Brown	Craig	50,000.00	09/02/10	09/02/14
Burkhart – IRA	Kennen	250,449.14	07/02/12	07/02/14
Butler	Van	100,000.00	09/01/09	09/01/14
Carrick	Gretchen	100,000.00	09/04/12	09/04/14
McDowell	Caro	100,000.00	07/06/06	07/06/14
Cate, Jr.	Averill	10,000.00	08/29/13	08/29/14
Cate, Jr.	Averill	10,000.00	10/15/13	10/15/14
Cate, Jr.	Averill	10,000.00	12/15/13	12/15/14
Chittick	Arden & Nina	50,000.00	11/18/04	11/18/14
Chittick	Arden & Nina	30,000.00	11/14/06	11/14/14
Chittick	Arden & Nina	20,000.00	11/06/08	11/06/14
Chittick	Mo & Sam	75,000.00	09/12/07	09/12/14
Cohen	Herb & Eileen	150,000.00	09/27/12	09/27/14
Cohen	Herb & Eileen	50,000.00	10/03/12	10/03/14

<b>Last</b>	<b>First</b>	<b>Promissory Note Amount</b>	<b>Original Issue Date of Note</b>	<b>Rollover Maturity Date</b>
Cohen	Herb & Eileen	50,000.00	11/02/12	11/02/14
Davis	Glen	50,000.00	08/11/04	08/11/14
Davis	Glen	30,000.00	08/09/06	08/09/14
Davis	Glen	20,000.00	08/16/12	08/16/14
Davis	Jack	65,832.67	11/02/04	11/02/14
Detota	Scott	50,000.00	07/02/10	07/02/14
Dirks – IRA	Amy	72,307.96	08/03/12	08/03/14
Griswold	Russ	50,000.00	09/06/12	09/06/14
Hahn	Robert	20,000.00	07/15/08	07/15/14
Hickman	Dale	25,000.00	09/06/06	09/06/14
Hickman	Dale	100,000.00	07/14/08	07/14/14
Indieke	Brian	250,000.00	12/01/10	12/01/14
Indieke	Brian	500,000.00	09/19/12	09/19/14
Jetton	James	50,000.00	09/12/12	09/12/14
Jones	Les	50,000.00	10/10/06	11/10/14
Jones	Les	50,000.00	11/18/08	11/18/14
Kent	Paul	117,268.22	07/16/04	07/26/14
Kent	Paul	22,316.11	07/24/04	07/24/14
Kopel	Jemma	50,000.00	08/01/04	08/01/14
Ledet – IRA	Wayne	200,000.0	09/21/10	09/21/14
Ledet – Roth IRA	Wayne	91,658.52	08/06/12	08/06/14
Lee	Terry & Lil	200,000.00	07/22/08	07/22/14
Lee	Terry & Lil	100,000.00	09/30/10	10/30/14
Lee	Terry & Lil	100,000.00	09/30/10	09/30/14
Locke	Bill & Jean	30,000.00	07/11/06	07/11/14
Locke	Bill & Jean	25,000.00	10/31/08	10/31/14
McArdle	Jim	80,000.00	11/26/10	11/26/14
Miller	Marv & Pat	200,000.00	07/26/10	07/26/14
Muscat	Vince & Sharry	200,000.00	07/22/04	07/22/14
Dubay	Dave	100,000.00	12/22/04	12/22/14
Page	Jolene	200,000.00	11/26/12	11/26/14
Pearce – IRA	Marlene	10,000.00	08/13/12	08/13/14
Davis	Dori Ann	50,000.00	08/17/06	08/17/14
Davis	Dori Ann	25,000.00	08/16/12	08/16/14
Phalen	Jeff	150,000.00	11/01/06	11/01/14
Phalen	Jeff	50,000.00	12/01/06	12/01/14
Phalen	Jeff	50,000.00	11/01/10	11/01/14
Rzonca	Pete	100,000.00	11/19/12	11/19/14

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<b>Last</b>	<b>First</b>	<b>Promissory Note Amount</b>	<b>Original Issue Date of Note</b>	<b>Rollover Maturity Date</b>
Sheriff	Stewart	150,000.00	12/26/06	12/26/14
Schloz	Stanley	50,000.00	10/18/14	11/18/14
Scroggin – IRA	Annette	146,365.89	09/28/12	09/28/14
Scroggin – Roth	Annette	48,823.03	09/20/12	09/20/14
Scroggin – Roth	Annette	6,000.00	10/08/12	10/08/14
Scroggin	Michael	150,000.00	08/31/12	08/31/14
Scroggin – IRA	Michael	140,621.06	09/21/14	09/21/14
Scroggin – IRA	Michael	170,000.00	10/12/12	10/12/14
Scroggin – IRA	Michael	52,443.15	11/06/12	11/06/14
Scroggin – Roth	Michael	77,360.78	09/20/12	09/20/14
Scroggin – Roth	Michael	6,000.00	10/08/12	10/08/14
Sheriff	Stewart	150,000.00	11/20/06	11/20/14
Siegford	GE	70,000.00	09/12/06	09/12/14
Siefgord	GE	30,000.00	09/12/06	09/12/14
Smith	Carsyn	60,000.00	10/31/08	10/31/14
Smith	Carsyn	10,000.00	11/01/10	11/01/14
Smith	McKenna	60,000.00	10/31/08	10/31/14
Smith	McKenna	10,000.00	11/01/10	11/01/14
Sterling	Don	75,000.00	11/07/12	11/07/14
Thompson	Coralee	100,000.00	11/14/08	11/14/14
Thompson	Coralee	100,000.00	12/01/08	12/01/14
Thompson	Gary	55,000.00	07/14/10	07/14/14
Thompson	Gary	75,000.00	07/27/10	07/27/14
Trainor	Jimmy	10,000.00	07/21/04	07/21/14
Wellman	Carol & Mike	50,000.00	08/12/05	08/12/14
Wellman – Roth	Carol	22,095.54	07/21/10	07/21/14
Wenig	Mark & Debbie	50,000.00	06/28/04	07/28/14
Wenig	Mark & Debbie	50,000.00	10/25/04	10/25/14
Zones	Michael	100,000.00	07/01/10	07/01/14
Zones	Michael	200,000.00	11/03/10	11/03/14

Last	First	Promissory Note Amount	Original Issue Date of Note	Rollover Maturity Date
Zones	Michael	50,000.00	11/13/12	11/13/14
	<b>Total Investments</b>	<b>6,914,542.07</b>		

#### E. Response to 2016 ADFI Investigation

355. In March 2016, Chittick asked Beauchamp to help DenSco respond to another investigation by the Arizona Department of Financial Institutions. Beauchamp worked on the matter during March, April, May and June 2016, billing his time to a “General” matter he had established in January 2013. As with previous inquiries by ADFI, Clark Hill argued that DenSco should not be licensed and regulated by ADFI, which would have included a review of DenSco’s lending procedures.

#### F. Chittick’s Suicide

356. Chittick committed suicide on July 28, 2016.

357. Shortly before his death, Chittick wrote an “Investor” letter that was never sent to DenSco’s investors but was among the business records obtained by the Receiver. Among the statements in that letter are the following: “Why didn’t I let all of you know what was going on at any point? It was pure fear. . . . I have 100 investors. I had no idea what everyone would do or want to do or how many would just sue, justifiably. *I also feared that there would be a classic run on the bank. . . I truly believe we had a plan that would allow me to continue to operate, my investors would receive their interest and redemptions as a normal course of business, and the rest of my portfolio was performing. Dave blessed this course of action.* (Emphasis added.) We signed this workout agreement and began executing it.”

358. The letter also stated: “Going back to December of 2013, . . . [Menaged] knew he had to make money to help cover the deficit [that] would be created by the double encumbered properties and shortage that would be created at the time of disposition. He wanted time to still fund him buying properties at auction and flipping

1 them, wholesaling them, etc. *I talked to Dave about this in January [2014] and he*  
2 *was in agreement with it as long as I received copies of checks and receipts showing*  
3 *that I was paying the trustee.*” (Emphasis added.)

4 359. Chittick also wrote a detailed letter to his sister, Shawna Heuer (aka  
5 Iggy), shortly before his death. He wrote: “[*Beauchamp*] *let me get the workout*  
6 *signed[,] not tell the investors[,] and try to fix the problem. That was a huge mistake.*  
7 . . . Dave did a workout agreement with [Menaged], we were executing to it and making  
8 headway, *yet Dave never made me tell the investors. . . . I talked Dave my attorney*  
9 *into allowing me to continue without notifying my investors. Shame on him. He*  
10 *shouldn’t have allowed me. He even told me once I was doing the right thing.*”  
11 (Emphasis added.)

12 360. The letter also stated: “*Dave, my lawyer, negotiated the work out*  
13 *agreement and endorsed the plan.* (Emphasis added.) Then when [Menaged] said  
14 hey, let me buy some foreclosures, flip them, wholesale them, etc. so I can make  
15 money. All the other lenders wouldn’t lend to him. I needed him to make money now  
16 more than ever before. *We went to Dave, and he gave some constraints on how we*  
17 *were to operate.* I have all the documentation. I received copies of checks made out to  
18 trustees, receipts from the trustees. I had all my docs signed. I recorded my mortgages.  
19 I had evidence of insurance, and I did everything.” (Emphasis added.)

20 361. This “Iggy Letter” contained detailed information about actions Chittick  
21 had taken in managing DenSco’s affairs, including the location of funds and how he  
22 had transferred funds.

23 **G. After Chittick’s Death, Clark Hill Represented DenSco in “Winding**  
24 **Down Its Business”**

25 362. According to Clark Hill’s billing records, Beauchamp learned of  
26 Chittick’s suicide on Saturday, July 30, 2016, through a telephone call with Robert  
27 Koehler and Shawna Heuer. Beauchamp billed his time for that call to the “Business  
28 Matters” file he had caused to be established on January 14, 2014.

1           363. Robert Koehler was identified in the 2011 POM, under the heading  
2 “Contingency Plan in the Event of Death or Disability of Mr. Chittick,” as the person  
3 with whom Chittick had entered into a written agreement “to provide or arrange for any  
4 necessary services for the Company” upon Chittick’s death or disability.

5           364. According to Beauchamp’s notes from his July 30, 2016 telephone  
6 conversation with Koehler and Heuer, he was told that Chittick had sent him a letter  
7 with instructions and a detailed letter to Koehler. Beauchamp wrote that he needed “to  
8 get both letters & discuss how to deal w/ this.”

9           365. Beauchamp sent an email that day to Darrell Davis, managing partner of  
10 Clark Hill’s Scottsdale office, and Mark Sifferman, Clark Hill’s Assistant General  
11 Counsel in the Scottsdale office. He wrote: “I just got a call that the sole owner of a  
12 client (DenSco Investment Corporation), good friend and sole Manager of a real estate  
13 investment fund (\$25 million +) committed suicide on Thursday night. I am one of two  
14 people named to clean up and shut down the fund.” He went on to state: “I just thought  
15 his investors (very high profile and possibly some of Darrell’s clients) will need to  
16 know they are likely to start calling when the word gets out. Is there something I  
17 should do to set up internal procedures at the firm?”

18               a. Mr. Davis wrote in a responsive email: “Are there any  
19 irregularities with his fund?”

20               b. Mr. Beauchamp responded: “*Not that I am aware of.*” (Emphasis  
21 added.)

22           366. Tellingly, Mr. Beauchamp did not tell Mr. Davis, as he and Clark Hill  
23 now claim in this lawsuit, that he had previously “fired DenSco for failing to make the  
24 requisite disclosures to its investors.”

25           367. On Sunday, July 31, 2016, Beauchamp exchanged emails with Koehler  
26 about scheduling a meeting with Koehler and Heuer the following afternoon.

27           368. Although Koehler had been identified in the 2011 POM as the person  
28 who would “provide or arrange for any necessary services for the Company” upon

1 Chittick's death or disability, there is nothing in Clark Hill's file to indicate that  
2 Beauchamp consulted with Koehler about Clark Hill's role, and whether it should or  
3 could provide services to DenSco at this time.

4 369. Beauchamp exchanged emails with Heuer on July 31 in which he  
5 approved an email Heuer had drafted to send to DenSco's investors which stated, in  
6 part, "[a] meeting with Denny's attorney is planned for Monday, August 1st, to form a  
7 course of action."

8 370. Heuer sent the e-mail to DenSco investors during the evening of July 31,  
9 2016, forwarding a copy to Beauchamp, who thanked her for doing so.

10 371. On the morning of August 1, 2016, Heuer sent Beauchamp by email a  
11 copy of Chittick's investor letter, which she asked Beauchamp to "read before we meet  
12 you today." As noted above, Chittick made various statements in the letter about  
13 negligent advice he had received from Beauchamp.

14 372. Heuer gave Beauchamp at their August 1 meeting or in a meeting the  
15 following day a copy of the Iggy Letter.

16 373. Beauchamp "understood" at that time, as Defendants admit in their Sixth  
17 Supplemental Disclosure Statement, "that given the situation, DenSco's creditors might  
18 attempt to point the finger at DenSco's professionals, including Clark Hill and David  
19 Beauchamp."

20 374. Beauchamp and Clark Hill nevertheless decided, as Clark Hill has  
21 admitted in a sworn statement prepared by one of its attorneys, Ryan Lorenz, to provide  
22 "advice and guidance to DenSco to assist it in winding down its business."

23 375. Beauchamp did not run a conflict check before he and Clark Hill assumed  
24 that role, even though he could have quickly obtained information to run a conflict  
25 check from Heuer or Koehler.

26 376. Beauchamp did not memorialize Clark Hill's representation through an  
27 engagement letter.  
28

1           377. Beauchamp instead caused a “business wind down” file to be opened to  
2 which he began billing substantial amounts of time.

3           **H. Clark Hill Agreed to Represent Shauna Heuer, as Personal**  
4           **Representative of the Estate of Denny Chittick, Without Considering**  
5           **Apparent and Unconsentable Conflicts, or Discussing Those Conflicts**  
6           **With Ms. Heuer.**

7           378. Beauchamp arranged for Michelle Tran, who was then Senior Counsel for  
8 Clark Hill, to attend his planned August 1, 2016 meeting with Shauna Heuer. Tran  
9 practiced in the area of estates and trusts.

10          379. Tran attended the August 1 meeting. She received during that meeting a  
11 copy of Denny Chittick’s will, which identified Heuer as a beneficiary, trustee of  
12 certain children’s trusts, and executor.

13          380. Tran agreed in that meeting to represent Heuer as personal representative  
14 of the Estate of Denny Chittick.

15          381. Clark Hill has produced in this litigation one of two pages of a “New  
16 Business Intake” form which reflects that on August 2, 2016, Tran approved a “conflict  
17 report” which appears to have been created that day.

18          382. The *only* parties identified in the conflict report were the Estate of Denny  
19 J. Chittick, which is identified as the client, and Heuer, who was identified as a “client  
20 affiliate.”

21          383. *No adverse or potential adverse parties were identified.*

22          384. Tran did not discuss with Heuer actual or potential conflicts of interest  
23 associated with Clark Hill undertaking that representation.

24          385. Beauchamp did not discuss with Heuer actual or potential conflicts of  
25 interest associated with Clark Hill undertaking that representation.

26          386. Tran did not discuss with Beauchamp actual or potential conflicts  
27 associated with Clark Hill undertaking that representation.

28          387. Beauchamp did not tell Tran of the work he had previously performed for  
DenSco, that he had “fired DenSco for failing to make the requisite disclosures to its

investors,” as Beauchamp and Clark Hill now claim, or that he believed at the time, “given the situation, DenSco’s creditors might attempt to point the finger at DenSco’s professionals, including Clark Hill and David Beauchamp.”

388. On August 2, 2016, Tran met Heuer and had her sign an engagement letter.

389. Clark Hill and Beauchamp claim in their Sixth Supplemental Disclosure Statement that “Clark Hill undertook a very limited representation solely to open an estate and arrange for the appointment of Ms. Heuer as the personal representative of Mr. Chittick’s estate.”

390. But the engagement letter Tran prepared and Heuer signed did not in any way limit the scope of Clark Hill’s representation.

391. And when Tran sent Heuer an email on August 5, 2016 forwarding documents she had caused to be filed with the probate court, Tran stated that she was “happy to help as you are addressing various assets of the Estate and I will work with David on the corporate issues.”

**I. Beauchamp Caused Clark Hill to Simultaneously Serve as DenSco’s “Business Wind Down” Counsel and Heuer’s Counsel, Despite Unconsentable Conflicts, In an Attempt to Protect Himself, Clark Hill and the Chittick Estate from Potential Claims.**

392. Clark Hill and Beauchamp should not have undertaken the role of DenSco’s “business wind down” counsel because they had an unconsentable conflict in serving in that role because they knew, as they have admitted in their Sixth Supplemental Disclosure Statement, that DenSco had potential claims against the firm.

393. Clark Hill and Tran should not have agreed to represent Heuer, as personal representative of the Chittick Estate, because the firm knew, through Beauchamp, that DenSco and its investors had substantial claims against the Estate for Chittick’s gross negligence in managing DenSco’s affairs. As described below, for a period of time Beauchamp took actions intended to benefit the Estate, on the apparent belief that doing so would protect himself and Clark Hill from claims by DenSco

1 investors. Now, however, Clark Hill and Beauchamp have identified the Estate as a  
2 non-party at fault and seek to blame Chittick for DenSco's losses.

3 394. A jury can assume that Beauchamp wanted Clark Hill to represent  
4 DenSco and Heuer, despite obvious, unconsentable conflicts, because he thought he  
5 could protect himself and the firm from liability. Beauchamp and the firm's conduct  
6 during the months of August, September and October 2016 provide further evidence  
7 that Beauchamp and Clark Hill ignored conflicts, disregarded the interests of DenSco  
8 and its investors, and sought to advance their own interests.

9 **J. During the First Week That Beauchamp Served as DenSco's**  
10 **"Business Wind Down" Attorney (August 1-5), He Communicated**  
11 **with Investors and the Securities Division of the Arizona Corporation**  
12 **Commission; He Did Not Share What He Learned in January 2014**  
13 **About Menaged's "Cousin" and the "Work Out" Plan He Helped**  
14 **Develop.**

15 395. On August 3, 2016, Beauchamp was told by Koehler that DenSco's loan  
16 portfolio had only about \$6 million of good loans, with a huge amount of bad and  
17 troubled loans.

18 396. He spoke on the phone that day to Gary Clapper, Chief Investigator for  
19 the Securities Division of the Arizona Corporation Commission.

20 397. After that call, he sent an email to Heuer asking her to "call me when you  
21 are alone so we can talk. I just spent an hour on the phone with the enforcement people  
22 from the Arizona Corporation Commission – Securities Division. They have talked to  
23 several investors and we need to discuss the stories being circulated and what they are  
24 planning to do."

25 398. Beauchamp then drafted an email to DenSco's investors which he sent,  
26 after obtaining approval from Heuer.

27 399. Beauchamp's email is telling for several reasons. First, he did not  
28 disclose what he learned in January 2014 about Chittick's grossly negligent practices  
and how he had worked closely with Chittick and Menaged on documenting their  
"work out" plan in the Forbearance Agreement. He instead stated that "the problem

1 with DenSco's Troubled Loans developed over time and it will take some time to  
2 understand those Troubled Loans [and] how those loans came into existence."

3 400. Second, on two occasions in his email, Beauchamp asserted that  
4 DenSco's investors would be best served if a receiver were not appointed.

5 If whoever is in charge of DenSco does not work with the Investors, then  
6 DenSco will either be put into bankruptcy or have a Receiver appointed, which  
7 will incur costs on behalf of the Investors and that will significantly reduce what  
8 will be available to return to the Investors. For example, ***one of the recent  
reports concerning liquidation of companies owing money to investors  
indicated that the costs associated with a bankruptcy or a Receiver can reduce  
the amount to be paid to investors by almost half or even a much more  
significant reduction. . . .***

9 . . . .

10 ***[W]e would like to keep DenSco out of a protracted bankruptcy or a  
contentious Receivership proceeding.*** As indicated above, various studies have  
11 shown that the third party costs and legal and other professional fees and costs  
12 and the inherent delays in bankruptcy and/or Receivership proceedings can  
13 consume more than 35% of the available money that should or would otherwise  
14 be available to be returned to Investors. (Emphasis added.)

15 401. On August 4, Beauchamp learned that investor Robert Brinkman was  
16 trying to get copies of one of the POMs Beauchamp had drafted for DenSco's use in  
17 raising investor funds.

18 402. That same day, Beauchamp received a letter from Wendy Coy, Director  
19 of Enforcement for the ACC Securities Division, who wanted to schedule a meeting on  
20 August 10.

21 403. Beauchamp spoke to Coy on August 5, who told him the ACC would be  
22 issuing a subpoena for DenSco's records.

23 404. Beauchamp also authored and sent to DenSco's investors a second email  
24 status report. A portion of that report was devoted to discussing Menaged's bankruptcy  
25 and the status of assets that were supposed to have secured DenSco's loans to  
26 Menaged's entities. While Beauchamp's report made a passing reference to the  
27 Forbearance Agreement he had drafted, it did not reveal the double encumbrance  
28 problem that was disclosed to Beauchamp in January 2014 and that the Forbearance

1 Agreement was part of Chittick's and Menaged's plan to work their way out of that  
2 problem.

3 405. Beauchamp took the opportunity to explain why he and his firm were not  
4 responsible for the apparent absence of a UCC-1 filing; he said it was Chittick's fault.

5 406. And Beauchamp said nothing about why DenSco had not issued a POM  
6 since July 2011 but had continued raising money from investors.

7 **K. During the Second Week That Beauchamp Served as DenSco's**  
8 **"Business Wind Down" Attorney (August 8-12) He Arranged for**  
9 **Beauchamp's Former Law Partners to Represent Heuer For Claims**  
10 **DenSco's Investors Might Bring, Began Colluding with Them to**  
11 **Protect Chittick's Estate, and Side-Stepped a Question From an**  
12 **Investor About Clark Hill's Conflicts of Interest.**

13 407. On Monday, August 8, Beauchamp received a document subpoena from  
14 the ACC which sought DenSco's corporate records.

15 408. In a phone call that day with Coy, Beauchamp learned that the ACC  
16 would be seeking the appointment of a Receiver and that it wanted some records  
17 produced at their planned meeting on Wednesday, August 10.

18 409. Coy also told Beauchamp that she had been contacted by an attorney who  
19 indicated he would be representing all of DenSco's investors going forward.

20 410. In an email exchange Beauchamp had that day with Heuer, he told her  
21 that he "talked to Kevin Merritt at Gammage & Burnham over the weekend to possibly  
22 represent you. His telephone # is 602-256-4481. He has an excellent reputation as a  
23 business finance and workout attorney. I think he would be able to provide very good  
24 representation for you." Beauchamp went on to say "[y]ou will need legal counsel to  
25 keep the aggressive attorneys at bay, which is why I talked to Kevin Merritt."

26 411. As set forth above, Merritt was Beauchamp's partner at Gammage &  
27 Burnham.

28 412. Beauchamp sent a separate email to Heuer that day forwarding the ACC  
subpoena. He noted that it "also asks for Denny's financial records," an apparent  
reference to Paragraph 3 of Exhibit A to the subpoena, which sought "[a]ll assets and

1 liabilities currently held by or for the benefit of . . . Denny Chittick.” Beauchamp told  
2 Heuer he “will advise them that I am only authorized to accept a subpoena on behalf of  
3 Denny and not Denny’s Estate.”

4 413. On August 8, Beauchamp authored and sent another email report to  
5 DenSco’s investors.

6 414. On August 9, Beauchamp, who knew that the interests of Chittick’s Estate  
7 were adverse to those of the ACC and DenSco’s investors, and who was acting as  
8 DenSco’s counsel, had a number of telephone calls and emails with Merritt.

9 Beauchamp’s notes reflect that Merritt would be “*representing Shawna + the Estate*  
10 *with respect to claims from DenSco investors.*” (Emphasis added.) Merritt told  
11 Beauchamp he had asked Gammage & Burnham partner Jim Polese to take part in that  
12 representation “since we both had extensive experience in the Mortgages Ltd debacle.”

13 415. Merritt and Beauchamp also discussed the ACC subpoena on August 9.  
14 Merritt was of the opinion that the subpoena “didn’t affect Shawna” in her capacity as  
15 personal representative of the Chittick Estate, because the subpoena only sought  
16 DenSco’s records.

17 416. That evening, Beauchamp authored and sent another email report to  
18 DenSco’s investors.

19 417. Later that evening, Beauchamp and Merritt exchanged emails. Merritt  
20 asked: “Since you are meeting with Wendy, for the moment it seems that you are still  
21 representing DenSco in some capacity. While you have conflict issues, do you expect  
22 Clark Hill to have to resign from all representations, or do you think CH can continue to  
23 represent the estate, since your firm filed the probate? Or is that still being sorted  
24 through?”

25 418. Beauchamp responded: “The probate was filed right away under the  
26 original thought to have Shawna appointed Personal Representative (5 day wait period)  
27 and to let her control the DenSco stock. Then we found out the problems and have  
28

1 recommended that she pass on the DenSco stock. We will have to review and decide  
2 how to deal with the conflict issues.”

3 419. Coincidentally, while Beauchamp was arranging for Merritt to represent  
4 Heuer and the Estate from claims by DenSco’s investors – while Clark Hill was serving  
5 as DenSco’s “business wind down” attorney and as Heuer’s attorney in her capacity as  
6 personal representative of the Estate – Tran received a letter on August 9 from Scott  
7 Swinson, an attorney representing DenSco investor Rob Brinkman. His letter stated, in  
8 part that Brinkman had

9 forwarded to me the various e-mails regarding DenSco generated by Mr.  
10 Beauchamp. From some of the statements Mr. Beauchamp has made in his e-  
11 mails, it sounds as though your firm represented either Mr. Chittick and/or  
12 DenSco prior to Mr. Chittick’s death.

13 If this is in fact the case, ***I would appreciate a confirmation from your firm that***  
14 ***you have considered the potential of a conflict of interest in your***  
15 ***representation of the Chittick estate*** and you determination [sic] that no conflict  
16 exists. (Emphasis added.)

17 The letter was accompanied by a request for notice directed to Ms. Tran in her capacity  
18 as counsel for Heuer as the personal representative of the Chittick estate.

19 420. Tran, after consulting with Beauchamp, sent an email to Swinson during  
20 the morning of August 10 which said, in part, “[w]e are in the process of addressing this  
21 concern,” making clear that Clark Hill might continue representing Heuer. She  
22 suggested that Swinson file his request for notice “with the probate court so that  
23 subsequent counsel for the Estate, ***if and when that change occurs***, is aware of and  
24 bound by your demand as well.” (Emphasis added.)

25 421. Beauchamp sent that morning a letter to Coy regarding the ACC  
26 subpoena. His letter said, in part:

27 When we had talked previously, I had said that I would accept delivery of a  
28 Subpoena from your office to DenSco to get started in the record location and  
29 delivery process. However, ***I have not previously represented Denny Chittick***  
30 ***and I do not have authority to accept the service of the Subpoena on Mr.***  
31 ***Chittick or his Estate***, so some of the items listed in the Subpoena (e.g. Denny  
32 Chittick’s personal tax records) are not within my control and I have forwarded  
33 the Subpoena to the Personal Representative for his Estate, Shawna Chittick  
34 Heuer. (Emphasis added.)

1           422.   Beauchamp went on to say that Heuer would look for responsive  
2 documents but would not be able to produce any by the deadline to respond to the  
3 subpoena, which was that day.

4           423.   Beauchamp noted that he was making arrangements to have 51 boxes of  
5 DenSco's files transported to Clark Hill's offices, which would then have to be  
6 reviewed, and that as a consequence, no documents could be produced that day.

7           424.   Beauchamp's notes from his meeting with Coy and Clapper that day  
8 reflect that he was told the ACC would be seeking the appointment of a receiver and  
9 had identified two possible receivers – Peter Davis and Jim Sell.

10          425.   It does not appear from Beauchamp's notes that he told Coy and Clapper  
11 during that meeting facts in his possession about Chittick's lax lending practices, his  
12 role in drafting the Forbearance Agreement, and that DenSco was raising investor funds  
13 after the 2011 POM expired in July 2013 without issuing a new POM.

14          426.   That evening, Beauchamp authored and sent to DenSco's investors an  
15 email summary of the ACC meeting which stated in part, "we were able to provide the  
16 Securities Division a preliminary assessment of how the perceived fraud occurred and  
17 the timing of such fraud." Just as he had failed to tell the ACC that day all relevant  
18 facts in his possession, Beauchamp did not share those facts with DenSco's investors.

19          427.   By focusing on Menaged's conduct, rather than Chittick's  
20 mismanagement of DenSco and his efforts to aid and abet Chittick, Beauchamp hoped  
21 to protect his interests and Clark Hill's, as well as those of the Chittick Estate.

22          428.   The following day, August 11, Beauchamp received an email from  
23 investor Brinkman, who had through his attorney Scott Swinson just questioned  
24 whether Clark Hill and Beauchamp had a conflict of interest. Brinkman noted that the  
25 only POM in his possession was the 2007 POM and stated: "It is my understanding  
26 there is a more current POM dated July 1, 2009. Could you please confirm that is the  
27 more recent and forward a copy as well."  
28

1           429. When he responded, Beauchamp did not answer Brinkman by telling him  
2 that DenSco had issued a POM in 2009 and that its last POM had been issued in July  
3 2011, both of which he had drafted. He instead said he did not have a copy of POMs  
4 issued after 2007 and blamed Chittick, stating that Chittick “did not elect to have those  
5 records forwarded to me” from Bryan Cave. In fact, Beauchamp had received Bryan  
6 Cave files in January 2014 which included the 2009 and 2011 POMs.

7           430. Beauchamp also took that day the first step toward implementing a  
8 scheme by Merritt and Polese – whom Beauchamp knew had been retained to protect  
9 the Estate from claims by DenSco’s investors – to cloak DenSco’s files in a false claim  
10 of privilege to delay the soon-to-be appointed Receiver from gaining access to them.

11           431. Beauchamp sent an email late in the day on August 11 to Clapper, copied  
12 to Coy, Merritt and Polese, which said, that he had just talked to Polese and Merritt  
13 and they “want us to follow a different procedure with respect to the DenSco  
14 documents.” That procedure called for: (1) loan files previously delivered to the ACC  
15 by Koehler reviewed for privilege; (2) 51 boxes of DenSco corporate records, from  
16 2011 to the present, in Clark Hill’s possession reviewed for privilege; (3) investor files  
17 at Chittick’s home reviewed for privilege; and (4) Chittick’s computer reviewed for  
18 privileged materials.

19           432. Beauchamp’s email was copied to Mark Sifferman, a Clark Hill Assistant  
20 General Counsel resident in the firm’s Scottsdale office.

21           433. On Friday, August 12, Beauchamp arranged for DenSco’s corporate files  
22 to be transferred to Gammage & Burnham.

23           434. That same day, Polese sent a letter to Coy and Clapper, which referenced  
24 Beauchamp’s email of the previous day and stated that Gammage & Burnham had  
25 “been retained as legal counsel for Ms. Shawna Heuer,” the personal representative for  
26 the Chittick Estate,” and “are replacing the firm of Clark Hill.”

27           435. Polese asserted that DenSco’s corporate records could not be delivered to  
28 the ACC on the timetable requested by the ACC “because the files must first be

1 reviewed to protect against disclosure of *any attorney/client communication* or other  
2 privilege that belongs to either the company *or Mr. Chittick* and which now passes to  
3 the Estate.” (Emphasis added.) He went on to say that Gammage & Burnham had  
4 “advised Clark Hill not to deliver any post-2011 documents to you.”

5 436. Beauchamp was copied on the letter. He had sent Coy a letter only two  
6 days earlier which said that he “[had not previously represented Denny Chittick” but  
7 did not correct Polese’s claim that DenSco’s files contained privileged communication  
8 belonging to Chittick.

9 437. When Coy sent Polese an email asking if Gammage & Burnham  
10 represented DenSco, Polese replied, copying Beauchamp, that “Beauchamp remains as  
11 counsel for DenSco, if for no other reason than there is no mechanism in place to make  
12 any change.”

13 438. Polese went on to state that “[t]he reason the estate has taken the lead with  
14 respect to compliance with the subpoena is that Mr. Beauchamp and Clark Hill find  
15 themselves in somewhat of an awkward position, given the wild allegations being  
16 made. Mr. Beauchamp is caught between continued representation and not wishing to  
17 be accused of acting in a way that compromises the company in any way, such as the  
18 loss of the attorney client privilege. Accordingly, whether this firm takes the lead or  
19 Clark Hill, the procedures for review of the corporate records for attorney client  
20 privilege, the preparation of the privilege log and the delivery disks that contain the  
21 responsive documents of the corporation to the subpoena is going to be followed.”

22 439. Polese went on to state that the Estate would submit to the ACC a list of  
23 candidates to serve as Receiver that would be acceptable to the Estate.

24 440. In a responsive email, Coy noted that she had shared with Beauchamp  
25 two potential receiver candidates – Peter Davis and Jim Sell.

26 441. In a subsequent email to Coy, Polese wrote: “It remains our view at this  
27 point in time from what we have seen that DenSco and Chittick were the victims of a  
28

1 fraud, not the perpetrators.” Beauchamp responded in an email to Polese – “Good set  
2 of emails!”

3 442. While applauding Polese’s representation of the Estate and desire for the  
4 appointment of a Receiver the Estate preferred, and assisting his efforts to falsely claim  
5 a personal privilege over DenSco’s corporate records, Beauchamp continued drafting  
6 and sending emails to DenSco’s investors. He sent one on August 15, 2016, in which  
7 he wrote that “I am the only person who is still able to represent DenSco and the  
8 Investors to deal with the current issues.” He described the “current legal matters” for  
9 which he owed duties to DenSco and its investors as “responding to the Subpoena from  
10 the Securities Division, to finish the investigation of the AZ Department of Financial  
11 Institutions (“ADFI”) which is almost complete (with hopefully no fines being assessed  
12 against DenSco) and most importantly to protect and preserve any rights of DenSco in  
13 the Scott Menaged bankruptcy case.”

14 **L. During the Third Week That Beauchamp Served as DenSco’s**  
15 **“Business Wind Down” Attorney (August 15-19), He Made a False**  
16 **Statement to the ACC About Clark Hill’s Securities Work for**  
17 **DenSco, Falsely Claimed Clark Hill Had Resigned from Representing**  
18 **Heuer, and Gave a False Declaration Which Heuer’s Attorney Used**  
19 **to Obtain a Court Order Limiting the Receiver’s Access to DenSco’s**  
20 **Corporate Records**

21 443. On Monday, August 15, Clapper sent Beauchamp an email which stated,  
22 in part: “Can you please get a copy of the forbearance agreement. Since the offering  
23 document is updated every two years can you please get copies of all of them.”

24 444. Beauchamp responded: “I only have access to some of DenSco’s files.  
25 Despite my requests, Denny Chittick did not request for all of DenSco’s previous files  
26 to be transferred to me. In addition, *Denny stopped our efforts to do an updated*  
27 *offering memorandum in 2013*, so the initial work on that was never finished. Denny  
28 also *did not engage us to prepare an amendment to the offering document or to*  
*prepare a new disclosure document despite several conversations about that issue.*”  
(Emphasis added.)

1           445. The underscored statements were false, as they conflict with the facts set  
2 forth above. Chittick did not stop Clark Hill's efforts to prepare a POM in 2013. Clark  
3 Hill's files reflect the firm did not perform any work on a POM in 2013; on  
4 December 18, 2013, Chittick asked about the status of the POM. If Beauchamp's  
5 testimony is believed, the firm did not work on the POM because Chittick conditioned  
6 the opening of a file for a new POM on Beauchamp's agreement that the firm would do  
7 no work on the POM. As for 2014, Beauchamp's statement to Clapper is at odds with  
8 his and Clark Hill's claim in their Initial Disclosure Statement that Beauchamp and  
9 Daniel Schenk prepared an "updated POM in April and May 2014."

10           446. On the same day, Beauchamp responded to an email Tran had received  
11 from an individual who had contacted her as counsel to Heuer in her capacity as  
12 personal representative of the Estate. Beauchamp wrote: "Due to potential conflicts of  
13 interest, we have resigned as counsel to the Estate and new counsel has been appointed  
14 or is being appointed for the Estate."

15           447. Beauchamp's statement was false because Clark Hill did not send Heuer a  
16 letter or email stating it had resigned, nor did it close its file. Clark Hill continued  
17 doing work for Heuer and the Estate, and Beauchamp sent billing statements to Heuer  
18 for that work on September 15 and October 20, 2016 and January 19, 2017. Gammage  
19 and Burnham filed a Notice of Appearance, rather than a Substitution of Counsel, in the  
20 probate court on August 18, 2016. ***Clark Hill remained counsel of record for Heuer***  
21 ***and the Estate until January 13, 2017.***

22           448. On August 15, Polese sent an email to Coy, copied to Beauchamp and  
23 others, which laid the groundwork for an argument Beauchamp knew to be false. He  
24 wrote:

25           Privilege: It is my view and that of Dave Beauchamp, ***Denny viewed David as***  
26           both his company attorney and ***his personal attorney***. Therefore both the  
27           receiver and the estate should be recognized to have standing to assert any  
28           attorney client privilege with respect to documents that were delivered to the  
            State or which may be involved in any litigation. Thus the receiver must agree  
            that the receiver will not have the ability to unilaterally waive privilege with

1 respect to any matter which the estate believe is also a *personal privilege to*  
2 *Denny Chittick or the estate.* (Emphasis added.)

3 449. Beauchamp had sent Coy a letter only five days earlier which said that he  
4 “[had] not previously represented Denny Chittick” but did not correct Polese’s claim  
5 that DenSco’s files contained privileged communication belonging to Chittick.

6 450. On August 17, the ACC filed a Verified Complaint and a Motion for  
7 Expedited Hearing for Preliminary Injunction and Appointment of Receiver.

8 451. Beauchamp conferred that day by phone with Merritt who shared with  
9 him the Estate’s preference to have a receiver other than Peter Davis or Jim Sell  
10 appointed.

11 452. Beauchamp then had a call with Polese and Merritt, who sought from  
12 Beauchamp an affidavit or declaration they wanted to refute Coy’s argument that the  
13 receiver could waive DenSco’s attorney-client privilege. They told him they would  
14 send him a draft affidavit or declaration. Beauchamp’s notes state “needs to be  
15 reviewed by CH in-house General Counsel.”

16 453. Beauchamp received from Merritt that afternoon a declaration, which he  
17 revised in consultation with Clark Hill Assistant General Counsel Mark Sifferman and  
18 submitted to Merritt.

19 454. Beauchamp’s August 17 declaration falsely stated that Beauchamp  
20 understood that Chittick “considered that I was his counsel as well as counsel for  
21 DenSco.” Beauchamp admitted in the deposition he gave in this case that the statement  
22 was false.

23 455. The declaration, drafted by Beauchamp and revised and approved by  
24 Sifferman, and later filed in court, stated that “[i]n late 2014 or 2015, I ended my  
25 formal relationship with Mr. Chittick and DenSco.” This was the first time  
26 Beauchamp claimed that his attorney-client relationship with DenSco had ended.

27 456. Polese and Merritt sought the declaration to support the Estate’s claim, in  
28 a document captioned “Recommendations Re Receiver and Attorney/Client Privilege”

1 and filed with the Receivership Court, that “Chittick retained Beauchamp on behalf of  
2 both DenSco *and himself in his individual capacity*.” (Emphasis added.)

3 457. A hearing was held in the Receivership Court on August 18. Beauchamp  
4 and Sifferman attended the hearing.

5 458. During the hearing, Polese sought to persuade the Receivership Court to  
6 appoint a receiver other than the candidates proposed by the ACC, Peter Davis and Jim  
7 Sell. Polese had stated in email communications with Coy, copied to Beauchamp, that  
8 Davis was not acceptable to the Estate.

9 459. The Receivership Court appointed Davis to serve as DenSco’s Receiver.

10 460. During the hearing, Polese (i) stated that Beauchamp “was counsel for  
11 both the company and Mr. Chittick”; (ii) asserted that there was a “presumption . . . that  
12 any [privilege] would apply to both the Estate and the corporation”; and (iii) asked that  
13 any order appointing a receiver include an instruction that the receiver “cannot waive  
14 the attorney[-]client privilege with respect to the company, unless the Estate also  
15 agrees.”

16 461. Polese’s statement was false because Beauchamp told Coy eight days  
17 earlier that he “[had] not previously represented Denny Chittick” and nothing in Clark  
18 Hill’s files reflects that the firm ever represented Chittick individually. Indeed, Clark  
19 Hill’s engagement letter expressly disclaimed that representation and made clear that its  
20 only client was DenSco.

21 462. Neither Beauchamp nor Sifferman sought to correct Polese’s  
22 misstatement.

23 463. The Receivership Court granted the request and included the requested  
24 language in the Order Appointing Receiver.

25 464. As discussed below, the Estate’s counsel used the Order to impede the  
26 Receiver’s access to relevant information.

1           465. The Receiver later had to incur the time and expense of seeking an Order  
2 amending the Order Appointing Receiver to remove the language the Estate had sought  
3 and obtained.

4           466. On Friday, August 19, the Receiver's counsel Ryan Anderson contacted  
5 Beauchamp by telephone, as a first step to obtaining relevant DenSco records in Clark  
6 Hill's possession, custody or control.

7           **M. Despite the Receiver's Appointment, Beauchamp Continued to Act as**  
8           **DenSco's Counsel and Continued to Collude with Attorneys for the**  
9           **Estate, All While Clark Hill Was Counsel of Record to the Estate.**

10          467. On August 20, Anderson sent an email to Beauchamp to which the  
11 Receivership Order was attached. Anderson noted that the Receiver "has been advised  
12 that certain records of DenSco are in your possession," and sought, pursuant to the  
13 Receivership Order, to obtain those records.

14          468. Beauchamp responded by email that day, noting that the bulk of the  
15 DenSco records he had received had been transferred to Gammage & Burnham for a  
16 privilege review.

17          469. That same day, Beauchamp received an email from Brinkman, who was  
18 responding to Beauchamp's August 11 email in which Beauchamp had failed to answer  
19 Brinkman's question about whether the 2007 POM was the most recent POM.  
20 Brinkman forwarded an excerpt from Chittick's July 19, 2011 email to DenSco  
21 investors, copied to Beauchamp, in which Chittick stated that he updated the POM  
22 every two years "work[ing] with David Beauchamp (securities attorney)." Brinkman  
23 noted that he had received a 2011 POM through that email and asked "if there was a  
24 POM for 2013 and 2015 or if 2011 was the last POM?"

25          470. *This appears to be the first time Beauchamp was questioned by an*  
26 *investor about his role as securities counsel for DenSco and the first time he was*  
27 *asked to explain why DenSco had not issued the 2013 POM Clark Hill had been*  
28 *retained in September 2013 to prepare.*

1           471. Five days earlier Beauchamp had told Clapper “***Denny stopped our***  
2 ***efforts to do an updated offering memorandum in 2013***, so the initial work on that was  
3 never finished. Denny also ***did not engage us to prepare an amendment to the***  
4 ***offering document or to prepare a new disclosure document despite several***  
5 ***conversations about that issue.***” (Emphasis added.)

6           472. Three days early, Beauchamp stated under penalty of perjury in his  
7 August 17 declaration that “***[i]n late 2014 or 2015, I ended my formal relationship***  
8 ***with Mr. Chittick and DenSco.***”

9           473. In responding to Brinkman, Beauchamp changed his story. He wrote:  
10 “***My law firm started preparing the 2013 POM, but we were put on hold.*** After the  
11 Forbearance Agreement was signed by Scott Menaged, ***we started to amend the 2013***  
12 ***draft POM, but we stopped and withdrew as securities counsel for DenSco. Denny***  
13 ***was supposed to get other counsel and finish the POM in 2014, but I do not know if***  
14 ***that did happen.***” (Emphasis added.)

15           474. In an email sent on August 21, Brinkman asked Beauchamp to “explain  
16 the details and provide a copy of the Forbearance Agreement signed by Scott Menaged  
17 that you reference in your email.” He also asked for a copy of the 2009 POM.

18           475. Beauchamp responded by email that same day, ducking Brinkman’s  
19 questions and requests by saying he had been “advised that the Receiver had taken over  
20 [from him] the responsibility to provide all of the information to the Investors” and that  
21 his “records and what I have from DenSco are boxed up to be provided to the  
22 Receiver.”

23           476. Brinkman persisted, saying in an August 21 email that he assumed  
24 Beauchamp had a copy of the 2009 POM he could send by email and had “asked for  
25 specifics to be provided of the Forbearance Agreement with Menaged, which you  
26 reference in your earlier email. You did not provide nor address my request for such an  
27 Agreement. I find it hard to believe that your firm doesn’t have electronic copies of  
28 these agreements.”

1           477. When he responded by email that day, Beauchamp told Brinkman that  
2 “[t]he 2013 POM was never finished due to attorney client protected issues that I have  
3 been instructed not to discuss.” Those instructions presumably came from Clark Hill’s  
4 general counsel.

5           478. On Monday, August 22, Anderson wrote Beauchamp an email. He and  
6 others working with the Receiver were trying to gather information as quickly as  
7 possible to understand and evaluate DenSco’s operating history and its current financial  
8 condition. He noted that a letter Chittick had sent to Koehler referenced a letter  
9 Chittick had sent to Beauchamp and asked Beauchamp for a copy.

10          479. Beauchamp responded by email later that day, copying Merritt. He wrote  
11 that he had not received a letter from Chittick, but disclosed the existence of what is  
12 described as the Iggy Letter, which Beauchamp received on August 1 or 2 from Heuer.  
13 Beauchamp wrote:

14           I have been advised to discuss any request to share this letter with Kevin Merritt  
15 before I share any portion with anyone. I believe that a portion of the letter is  
16 not applicable to anyone except his sister as his Estate’s Personal Representative  
17 but there is a portion that is applicable to DenSco. Unfortunately, the DenSco  
18 portion does not go into the detail that I had hoped would fully explain the  
19 situation with Auction.com and Scot Menaged. ***The DenSco portion also  
includes incorrect statements and references as to the legal advice that I had  
provided to him and fails to properly reference why I was not providing any  
further securities advice to him and DenSco.*** (Emphasis added.)

19           Please let me discuss with Kevin Merritt and we will get back to you.

20          480. On August 23, Anderson sent an email to Polese, Merritt and Beauchamp,  
21 which noted that the Receiver was “working very hard to devise and implement a  
22 comprehensive strategy to maximize recoveries for the investor victims.” He noted that  
23 the Receiver sought “a concise representation from Mr. Chittick [or anyone] that sets  
24 forth the allegations underlying the fraud scheme perpetrated on DenSco.” He  
25 reiterated his request to Beauchamp for the Iggy Letter.

26          481. Polese responded by email that day, copying Beauchamp. He attached  
27 two copies of the Investor Letter. In one, “some references to specific conversations  
28

1 with Mr. Beauchamp and advice rendered” had been redacted as attorney-client  
2 privilege communications. Polese stated that his firm was “still engaged in researching  
3 whether any other privilege might attach to this document and deliver it to you with the  
4 understanding that it will be for the receiver’s eyes only and that it will not be  
5 disseminated to third parties including investors or their counsel” until that research had  
6 been concluded. “Even then, we assume and remit these documents on the express  
7 understanding that while the receiver may take a broader view on the attorney-client  
8 privilege . . . he cannot take a narrower one and thus the only version that could be  
9 disseminated to a third party would be the redacted version with at least these  
10 redactions, absent a ruling from the court otherwise.” He did not produce the Iggy  
11 Letter.

12         482. Anderson responded to Polese that day, copying Beauchamp. He stated  
13 that the Receiver would accept Polese’s stated conditions with respect to the Investor  
14 Letter, but noted that “[a] review of the document begs this question, is there another  
15 letter out there?”

16         483. On August 24, Polese sent an email to Anderson, copied to Beauchamp,  
17 acknowledging the existence of the Iggy Letter, but claiming it contained information  
18 that was “personal to [Chittick] and do not involve the Corporation,” other than one  
19 paragraph which mentioned Menaged.

20         484. On August 26, Polese sent Beauchamp a draft email he planned to send to  
21 Anderson regarding the Estate’s decision to deliver certain information to the Receiver,  
22 including a recording Chittick had made of a conversation with Menaged. He noted  
23 that “[w]e agonized whether to voluntarily disclose this recording because it clearly  
24 deals with Denny’s personal concern of lawsuit, etc. against him personally” but “the  
25 decision was made on balance with the consent of our client to release this to the  
26 receiver rather than wait for formal discovery.”

27         485. Beauchamp responded that he thought “this is a good email” and offered  
28 additional points to make in it.

1           486.   Beauchamp had a telephone call that day with Polese and Merritt in which  
2 they shared with Beauchamp a detailed summary of their meeting the previous day with  
3 the Receiver and Anderson. Beauchamp's notes reflect that they discussed Chittick's  
4 written statements in the Investor Letter regarding Beauchamp's role as DenSco's  
5 counsel and that Polese intended to provide "info. to Receiver so the Estate is not  
6 deemed a target."

7           487.   On August 29, Anderson sent a letter to Beauchamp asking Clark Hill to  
8 produce "your firm's entire file concerning its representation of DenSco."

9           488.   Beauchamp forwarded Anderson's letter to Polese and Merritt.

10          489.   On August 30, Merritt sent an email to Anderson, copied to Beauchamp,  
11 which said, in part, that while the Estate did not object to the Receiver's request for  
12 Clark Hill's files, "I would like to remind everyone that David testified at the  
13 receivership hearing that he concurrently represented both DenSco and Denny Chittick  
14 personally, and I believe the Court's order acknowledges as much."

15          490.   Beauchamp, who was copied on the email and knew that he and Clark  
16 Hill had never "represented . . . Denny Chittick personally" did not correct Merritt. He  
17 was silent.

18          491.   Merritt used the false assertion of a "concurrent" representation of  
19 DenSco and Chittick personally to demand that the Estate receive Clark Hill's entire  
20 file.

21          492.   Merritt went on to remind Anderson that the Receiver could not waive the  
22 attorney-client privilege without the Estate's consent.

23          493.   Beauchamp's notes reflect that he had a telephone call with Merritt that  
24 day to discuss these points.

25          494.   On September 2, 2016, Polese sent Anderson and Beauchamp a draft  
26 "common interest" agreement between the Estate, DenSco and the Receiver, which  
27 Polese assumed Beauchamp could sign for DenSco.  
28

1           495. The proposed common interest agreement was intended to protect the  
2 Estate, DenSco, Clark Hill, and Beauchamp from “third parties, including but not  
3 necessarily limited to DenSco Investors,” who might assert claims.

4           496. It rested, in part, on the false statement that “there exists a large overlap of  
5 attorney-client privilege with respect to the activities involving Chittick personally and  
6 those of DenSco and the representation of Clark Hill as counsel for both.”

7           497. Beauchamp, who knew the foregoing representation was false, said  
8 nothing.

9           498. On September 12, Beauchamp sent an email to Sara Beretta, a  
10 representative of the Receiver, stating that Clark Hill’s files would be turned over to the  
11 Receiver “as soon as the files are reviewed by Gammage & Burnham as requested by  
12 Kevin Merritt,” stating that his request was “consistent with the hand-written notation  
13 by the Judge in the Judge’s order appointing the receiver.”

14           499. When Merritt responded that he “was not aware you were waiting on  
15 anything from me,” Beauchamp acknowledged that his email to Ms. Beratta was not  
16 accurate, stating: “I was not really waiting for you. I just received instructions on  
17 Friday from my firm’s General Counsel.”

18           500. On September 14, 2016, Beauchamp sent an email to Merritt, asking to  
19 have a call before a planned “conference call with Peter Davis at 4:00 today. He will  
20 probably have Ryan [Anderson] on the call with me to discuss why I have not yet sent  
21 over all of the files.”

22           501. Merritt forwarded to Beauchamp his August 30 email to Anderson in  
23 which Merritt had falsely claimed a “concurrent” privilege.

24           502. On September 15, 2016, Beauchamp sent an invoice to the Receiver  
25 seeking approximately \$74,000 from DenSco for “business wind down” services Clark  
26 Hill provided during August 2016.

27           503. On September 16, 2016, Anderson sent Beauchamp a letter noting that  
28 Clark Hill had not responded to his August 29 letter request for all of its files relating to

1 its representation of DenSco. He made “a demand for the immediate turnover” of Clark  
2 Hill’s files. His letter concluded: “If it was not apparent in past communications from  
3 the Receiver, please accept this letter as a confirmation that your law firm’s legal  
4 services are not required by the Receiver or DenSco.”

5 504. Anderson also sent an email that day to Polese, copied to Beauchamp. It  
6 (1) stated that the Receiver declined to pursue the proposed common interest  
7 agreement; (2) asserted that there was not, in fact, a “personal privilege,” and (3) asked  
8 for clarification on the Estate’s claim of a “personal” privilege. With respect to the  
9 latter point, Anderson noted that Beauchamp was copied on the email “and can  
10 elaborate or clarify as necessary.”

11 505. Polese responded that he was inclined to “advise our client to instruct  
12 David to turn over all [Clark Hill] files to the Receiver” and “treat it as privileged as to  
13 both.”

14 506. Beauchamp did not respond to the email.

15 507. Through a September 23 email to Anderson, Merritt reasserted the  
16 Estate’s “concurrent representation” claim but stated that the Estate had no objection to  
17 Clark Hill delivering its files to the Receiver.

18 508. On October 7, Anderson sent Beauchamp an email asking about the status  
19 of Clark Hill’s production of its files to the Receiver, noting he would take up the issue  
20 with the Receivership Court if the files were not timely received.

21 509. Before October 13, 2016, Sifferman personally reviewed Clark Hill’s  
22 files. He testified that he did not see any records reflecting that Clark Hill had ever  
23 represented Chittick personally.

24 510. On October 13, 2016, Sifferman sent a letter to Anderson identifying six  
25 boxes of files Clark Hill was producing to the Receiver.

26 511. After finally receiving Clark Hill’s files, the Receiver discovered critical  
27 documents, such as the Iggy Letter, that the Estate had sought to prevent the Receiver  
28 from obtaining under a false claim of personal privilege. The last letter contained

1 information that was material to claims the Receiver later brought against the Estate of  
2 Chittick. Without the document being provided at the inception of the Receivership  
3 proceeding, the Receiver had been required to devote substantial resources to  
4 independently discovering information contained in the Iggy Letter.

5 **N. Beauchamp and Clark Hill Have Continued to Falsely Claim That**  
6 **the Firm Terminated Its Representation of DenSco.**

7 512. After telling the Receivership Court that his representation of DenSco  
8 ended in late 2014 or early 2015, and then telling Brinkman the representation had  
9 ended on an unspecified date in 2014, Beauchamp continued to change his story.

10 513. In a February 8, 2017 email to Anderson, Beauchamp made the following  
11 unsolicited statement: "Please note that my previous reference to 'securities work' was  
12 for work done PRIOR to when *my firm terminated doing any securities or other legal*  
13 *work for DenSco when Denny Chittick refused to send the amended Private Offering*  
14 *Memorandum to his investors.* The amended Private Offering Memorandum that we  
15 wanted to be sent described the Forbearance Agreement and the changes to the lending  
16 criteria and security ratios that DenSco was to follow when making its loans to  
17 Borrowers. *I believe that we terminated our representation in approximately July*  
18 *2014.*" (Emphasis added.)

19 514. Clark Hill and Beauchamp now claim that the firm terminated the  
20 representation in May 2014, stating in Defendants' initial disclosure statement (at 15)  
21 that

22 Mr. Chittick . . . refused to provide the necessary information to complete the  
23 POM and refused to approve the description of the workout or the double lien  
issue. . . .

24 *In May 2014*, Mr. Beauchamp handed Mr. Chittick a physical copy of the draft  
25 POM and asked him what Mr. Chittick's specific issues were with the  
disclosure. Mr. Chittick responded that there was nothing wrong with the  
26 disclosure, he was simply not ready to make any kind of disclosures to his  
investors at this stage. Mr. Beauchamp again explained that Mr. Chittick had no  
27 choice in the matter and that he had a fiduciary duty to his investors to make  
these disclosures. Mr. Chittick would not budge. *Faced with an intransigent*  
28 *client who was now acting contrary to the advice Mr. Beauchamp was*  
*providing, and with concerns that Mr. Chittick may not have been providing*

1        ***any disclosures to anyone since January 2014, Mr. Beauchamp informed Mr.***  
2        ***Chittick that Beauchamp and Clark Hill could not and would not represent***  
3        ***DenSco any longer.*** Mr. Beauchamp also told Chittick that he would need to  
4        retain new securities counsel, not only to provide the proper disclosure to  
5        DenSco's investors, but to protect DenSco's rights under the forbearance  
6        agreement. Mr. Chittick suggested that he had already started that process and  
7        was speaking with someone else.

8        515. But there is not a single document in Clark Hill's file to support this  
9        claim, such as a termination letter that law firms commonly send when ending a client  
10       relationship and especially when a law firm believes a client is disregarding advice  
11       given by the firm.

12       516. The absence of ***any*** handwritten notes by Beauchamp about the alleged  
13       termination of the representation is particularly telling, since by Beauchamp's own  
14       admission, his consistent practice was to "write up" notes after every meeting or call  
15       with Chittick. The evidence of that practice is in a March 12, 2014 email to Chittick, in  
16       which Beauchamp wrote: "Since I was driving to a meeting with another client, ***I did***  
17       ***not get a chance to write up my notes after our call, as I usually do.***" (Emphasis  
18       added.)

19       517. Moreover, Clark Hill makes this claim despite numerous documents in its  
20       files reflecting that Clark Hill never terminated the representation and continued to  
21       represent DenSco after May 2014. Those documents include:

22       a. Documents generated in June 2014 which reflected work Clark  
23       Hill performed to amend the Forbearance Agreement and correct errors the firm  
24       had made when the Forbearance Agreement was signed in April 2014. Chittick  
25       and Menaged signed those documents on June 18, 2014.

26       b. In May, June, July and August 2014, Beauchamp sent Chittick  
27       billing statements for work performed for DenSco through transmittal letters that  
28       stated: "Thank you again for allowing Clark Hill and me to provide legal  
services to DenSco Investment Corporation. If you have any question or if we  
can assist you with any other matter(s), please let me know."

1 c. As noted above, when Chittick asked Clark Hill to respond to the  
2 ADFI inquiry in March 2016, Beauchamp billed his time to the “General” matter  
3 Clark Hill had established in January 2014.

4 d. As noted above, Beauchamp told his office managing partner on  
5 July 30, 2016 that he was not aware of any irregularities in DenSco’s practices  
6 and said nothing about having terminated DenSco.

7 e. As noted above, after Chittick’s death, Beauchamp billed his time  
8 to the “Business Matters” file Clark Hill had established in January 2014.

9 f. On June 22, 2017, approximately six months before this lawsuit  
10 was filed, Clark Hill submitted two proofs of claim to the Receiver, seeking  
11 \$53,820.00 for work performed between June 1, 2016 and August 17, 2016, and  
12 \$23,046.00 for work performed between August 18, 2016 and September 30,  
13 2016. Clark Hill claimed in an accompanying affidavit that “*[i]n 2016 and*  
14 *earlier, the Firm represented DenSco Investment Corporation,*” providing  
15 “general business advice and representation,” and that “[a]fter the death of  
16 DenSco’s principal, in July 2016, the Firm transitioned the subject matter of its  
17 work to advice and guidance to DenSco to assist in winding down its business.”  
18 (Emphasis added.) Clark Hill did not claim then that it had terminated its  
19 representation of DenSco at any previous time.

20 518. In claiming that Clark Hill had, in fact, terminated its representation of  
21 DenSco in May 2014 – a claim verified by Clark Hill’s General Counsel – Clark Hill  
22 concealed material information it should have disclosed pursuant to Rule 26.1. It was  
23 only after the Receiver’s counsel served written discovery on Clark Hill that Clark Hill  
24 admitted that it was not until May 2018 – *after* receiving the Receiver’s written  
25 discovery – that Clark Hill closed the files it had opened in September 2013 to prepare  
26 a new POM and in January 2014 for the “lien workout.” The files established for  
27 DenSco’s “General” and “Business Matters” were never closed and remain open.  
28

1           **O.     Actions Taken by the Receiver**

2           519.   After his appointment, the Receiver took possession of and analyzed  
3   DenSco's books and records, issuing a preliminary report on September 19, 2016,  
4   which the Receiver incorporates by reference in this disclosure statement.

5           520.   On December 9, 2016, the Receiver filed a notice of claim in the probate  
6   court against the Estate of Denny Chittick, asserting, inter alia, claims that Chittick had  
7   breached fiduciary duties owed DenSco.

8           521.   The Estate issued a notice of disallowance of the claim on February 3,  
9   2017.

10          522.   On December 23, 2016, the Receiver issued a status report, which the  
11   Receiver incorporates by reference in this disclosure statement. That report contains,  
12   among other things, the Receiver's conclusion that DenSco was insolvent in January  
13   2014.

14          523.   The Receiver monitored and took part in a bankruptcy proceeding that  
15   Menaged initiated. Among other things, the Receiver's counsel conducted an  
16   examination of Menaged, and the Receiver filed an adversary complaint and a  
17   complaint to determine nondischargeability, and obtained a judgment against Menaged.

18          524.   On June 22, 2017, Clark Hill submitted two proofs of claim to the  
19   Receiver, which are discussed below.

20          525.   On September 14, 2017, the Receiver filed a petition with the  
21   Receivership Court seeking to file this action. The petition was granted on October 10,  
22   2017.

23          526.   On September 25, 2017, the Receiver filed in the Receivership Court  
24   Petition No. 37 – Petition for Approval of Receiver's Final Recommendations  
25   Approving Claims in DenSco Receivership, in which the Receiver recommended that  
26   Clark Hill's claims be denied "because the Receiver has determined that Clark Hill had  
27   a conflict of interest that precluded it from performing the legal services without  
28   violating fiduciary duties to DenSco. Despite providing Clark Hill with notice of the

1 Receiver's recommendation of the denial of its two claims and a copy of the Claims  
2 Report, Clark Hill failed to object or respond to the Receiver's recommendation that  
3 their two non-investor claims submitted by Clark Hill be denied." The Petition was  
4 granted on October 27, 2017.

5 527. This action was filed on October 16, 2017.

6 528. On December 22, 2017, the Receiver issued a status report describing the  
7 status of the receivership, which the Receiver incorporates by reference in this  
8 disclosure statement.

9 529. On March 15, 2019, the Receiver issued a status report describing the  
10 status of the receivership, which the Receiver incorporates by reference in this  
11 disclosure statement.

## 12 **II. LEGAL BASIS FOR CLAIMS**

13 The Receiver has filed substantive motions in the case. The Receiver  
14 incorporates by this reference all substantive pleadings filed by the Receiver including  
15 pleadings on a prima facie case for punitive damages, pleadings on the common law  
16 defense of in pari delicto, and pleadings on matters of evidence.

### 18 **A. Count One (Legal Malpractice)**

19 The Receiver asserts that Defendants were negligent. To sustain that claim, the  
20 Receiver "must prove the existence of a duty, breach of duty, that the defendant's  
21 negligence was the actual and proximate cause of injury, and the 'nature and extent' of  
22 damages." *Glaze v. Larsen*, 207 Ariz. 26, 29, ¶ 12, 83 P.3d 26, 29 (2004) (citing  
23 *Phillips v. Clancy*, 152 Ariz. 415, 418, 733 P.2d 300, 303 (App. 1986)).

24 That Defendants owed a duty to DenSco is undisputed, established by, *inter alia*,  
25 the engagement letter Clark Hill issued in September 2013.

26 The Receiver will establish, through expert testimony, that Clark Hill fell below  
27 the standard of care by, *inter alia*, (i) failing to advise DenSco at the outset of  
28

1 representation of DenSco in September 2013 that DenSco could not sell any promissory  
2 notes without first issuing a new POM; (ii) failing to advise DenSco of the  
3 consequences of having previously sold promissory notes without an adequate  
4 disclosure document; (iii) accepting the responsibility of preparing a new POM and  
5 then following Chittick's instruction not to perform work on the new POM until  
6 Chittick wished to do so, knowing that DenSco was continuing its business operations  
7 and selling promissory notes to rollover investors and others; (iv) failing to properly  
8 advise DenSco during the first week of January 2014 about the actions DenSco was  
9 required to take in light of the loan losses caused by Chittick's gross mismanagement of  
10 DenSco's lending practices and Chittick's intent to pursue a "work out" with Menaged;  
11 (v) advising DenSco in January 2014 and thereafter that it could sell promissory notes  
12 without first issuing a new POM and could continue its business operations, including  
13 the sale of promissory notes, while indefinitely delaying the issuance of a new POM;  
14 (vi) negligently advising DenSco during January 2014 about the procedures DenSco  
15 should employ in loaning monies to Menaged; and (vii) failing to withdraw from the  
16 representation of DenSco in September 2013 and at later points in time when it was  
17 apparent that Chittick intended to take actions that were harmful to the interests of  
18 DenSco and its creditors, including its investors.

19       The Receiver will establish that, but for Defendants' negligence, DenSco would  
20 not have suffered the losses described in the expert report of David Weekly. Those  
21 losses were reasonably foreseeable to Beauchamp and others at Clark Hill.

22       The Receiver alternatively asserts that Clark Hill and Beauchamp breached  
23 fiduciary duties they owed DenSco. "[T]he essential elements of legal malpractice  
24 based on breach of fiduciary duty include the following: (1) an attorney-client  
25 relationship; (2) breach of the attorney's fiduciary duty to the client; (3) causation, both  
26 actual and proximate; and (4) damages suffered by the client." *Cecala v. Newman*, 532  
27 F. Supp. 2d 1118, 1135 (D. Ariz. 2007) (internal citations omitted).  
28

1           The Receiver will establish through expert testimony that Defendants breached  
2 their duty of loyalty to their only client, DenSco, by taking actions after September 12,  
3 2013 that were intended to advance Chittick's rather than DenSco's interests, and by  
4 failing to take actions that would have advanced DenSco's interests. The Receiver will  
5 establish that, but for Defendants' breach of fiduciary duty, DenSco would not have  
6 suffered the losses described in the expert report of David Weekly and that those losses  
7 were reasonably foreseeable to Beauchamp and others at Clark Hill.

8           In addition to the losses DenSco suffered as a result of Defendants' breach of  
9 fiduciary duty, DenSco also seeks an order requiring Clark Hill to disgorge fees it  
10 received from DenSco for work performed after Clark Hill breached its fiduciary duties.  
11 DenSco relies on Restatement (Third) of the Law Governing Lawyers § 37, which  
12 states: "A lawyer engaging in clear and serious violation of duty to a client may be  
13 required to forfeit some or all of the lawyer's compensation for the matter.  
14 Considerations relevant to the question of forfeiture include the gravity and timing of  
15 the violation, its willfulness, its effect on the value of the lawyer's work for the client,  
16 any other threatened or actual harm to the client, and the adequacy of other remedies."  
17 The Receiver relied on § 37 in denying Clark Hill's proofs of claim.

18           **B.       Count Two (Aiding and Abetting Breach of Fiduciary Duty)**

19           The Receiver asserts that Clark Hill and Beauchamp aided and abetted Chittick  
20 in breaching fiduciary duties Chittick owed DenSco. Arizona recognizes that "lawyers  
21 have no special privilege against civil suit" and are "subject to liability to a client or  
22 nonclient when a nonlawyer would be in similar circumstances" including claims for  
23 aiding and abetting. *Chalpin v. Snyder*, 220 Ariz. 413, 424, ¶¶ 44-45, 207 P.3d 666,  
24 677 (2008) (internal citations omitted). It is also generally recognized that "a corporate  
25 attorney may be liable . . . for aiding and assisting the directors and officers in  
26 breaching their fiduciary duties." 3 William Fletcher, *Cyclopedia of the Law of Private*  
27 *Corporations* § 839.10 (Apr. 2018 update).  
28

1 To sustain this claim, the Receiver must establish that: “(1) [Chittick breached a  
2 fiduciary duty he owed DenSco] causing injury to [DenSco]; (2) [Defendants] knew  
3 [Chittick] breached a duty; (3) [Defendants] substantially assisted or encouraged  
4 [Chittick] in the breach; and (4) a causal relationship exists between the assistance or  
5 encouragement and [Chittick’s] breach.” *Security Title Agency, Inc. v. Pope*, 219 Ariz.  
6 480, 491, ¶ 44, 200 P. 3d 977, 988 (App. 2008).

7 Chittick, as DenSco’s only director and officer, owed fiduciary duties to  
8 DenSco. “In Arizona a director of a corporation owes a fiduciary duty to the  
9 corporation and its stockholders. This duty is in the nature of a trust relationship . . . .”  
10 *Atkinson v. Marquart*, 112 Ariz. 304, 306, 541 P.2d 556, 558 (1975) (citations omitted).  
11 These fiduciary duties are both “implied by law,” *Dooley v. O’Brian*, 226 Ariz. 149,  
12 154, ¶ 18, 244 P.3d 586, 591 (App. 2010), and codified by statute. *See* A.R.S. § 10-830  
13 (duties of directors); A.R.S. § 10-842 (duties of officers).

14 Chittick also owed fiduciary duties to DenSco’s creditors, including its investors.  
15 Under Arizona law, a director’s fiduciary duties “can apply even to creditors when a  
16 corporation enters the zone of insolvency, without regard to the terms of the underlying  
17 contracts.” *Dooley*, 226 Ariz. at 154, ¶ 18, 244 P.3d at 591. “Once a corporation  
18 becomes insolvent, the creditors join the class of persons to whom directors owe a  
19 fiduciary duty to maximize the economic value of the firm for *all* of the firm’s  
20 creditors.” *Dawson v. Withycombe*, 216 Ariz. 84, 107, ¶71, 163 P.3d 1034, 1057  
21 (2008).

22 Among Chittick’s duties was the duty of loyalty. He was required to act in  
23 “good faith” and in the manner he “reasonably believe[d] to be in the best interests of  
24 the corporation.” A.R.S. § 10-830(A)(1), (3); A.R.S. § 10-842(A)(1), (3). “The duty of  
25 loyalty mandates that the best interest of the corporation . . . take precedence over any  
26 interest possessed by a director.” *Fletcher, supra*, at § 837.60; *see also AMERCO v.*  
27 *Shoen*, 184 Ariz. 150, 160, 907 P.2d 536, 546 (App. 1995) (approving jury instruction  
28 to the effect that “defendants were obliged to place the corporation’s interest before

1 their own”). Loyalty therefore includes “a duty to disclose information to those who  
2 have a right to know the facts.” Fletcher, *supra*, at § 837.50.

3 Chittick also owed a separate duty of care. He was required to exercise a “high  
4 degree of care,” *Atkinson*, 112 Ariz. at 306, 541 P.2d at 558, including “the care an  
5 ordinarily prudent person in a like position would exercise under similar  
6 circumstances.” A.R.S. §§ 10-830(A)(2), 10-842(A)(2). Care includes ensuring that  
7 the corporation complies with the law. *See, e.g., Big 4 Advert. Co. of Phx. v. Clingan*,  
8 15 Ariz. 34, 38, 135 P. 713, 715 (1913) (“It is the duty of the board of directors to see  
9 that the law’s requirements are observed.”).

10 Care also includes investigation. For example, “[t]he existence of a ‘red flag’  
11 that might cause suspicion may require a director to make reasonable inquiries.”  
12 Fletcher, *supra*, at § 1034.80. While the business judgment rule sometimes calls for  
13 judicial deference to a director’s decision, that rule does not apply when, for instance,  
14 the director fails to gather “all material information reasonably available” or is  
15 “personally interested” in the decision. *Resolution Trust Corp. v. Dean*, 854 F. Supp.  
16 626, 636, 644 (first quoting *Blumenthal v. Teets*, 155 Ariz. 123, 128, 745 P.2d 181, 186  
17 (App. 1987); then citing *Shoen v. Shoen*, 167 Ariz. 58, 65, 804 P.2d 787, 794 (App.  
18 1990)); *see also* Fletcher, *supra*, at § 1040 (“To gain the protection of the business  
19 judgment rule, a director must have been disinterested, independent, and informed.”).  
20 Even under the business judgment rule, a director still is liable for “gross negligence.”  
21 *Resolution Trust Corp.*, 854 F. Supp. at 635; *see also* Fletcher, *supra*, at § 1040 (“[T]he  
22 presumptions arising from the business judgment rule may be overcome by showing  
23 irrationality or inattention on the part of corporate officers or directors.”).

24 Clark Hill knew that Chittick owed fiduciary duties to DenSco and its investors,  
25 as is evidenced by numerous emails Beauchamp authored. *See, e.g.,* Feb. 4, 2014 Email  
26 from Beauchamp to Chittick, at DIC0006673 (“you cannot obligate DenSco to further  
27 help Scott, because that would breach your fiduciary duty to your investors.”); Feb. 9,  
28 2014 Email from Beauchamp to Chittick, at DIC0006703 (“Denny: Please understand

1 that you are limited in what risk or liability you can assume. Your fiduciary duty to  
2 your investors makes this a difficult balancing act.”); Feb. 14, 2014 Email from  
3 Beauchamp to Chittick, at DIC0006698 (“Unfortunately, it is not your money. It is  
4 your investors’ money. So you have a fiduciary duty.”).

5 Clark Hill continues to acknowledge that Chittick owed these duties. *See*  
6 Defendants’ Fifth Supplemental Rule 26.1 Disclosure Statement at 12-13, 15 (referring  
7 to Chittick’s “fiduciary duty” to DenSco’s investors); *see also* Deposition of David  
8 George Beauchamp, 7/19/2018, at 135:8-10 (stating that Chittick’s “fiduciary duty was  
9 to DenSco and the investors”), 157:19-21 (“Q. Mr. Beauchamp, DenSco owed  
10 fiduciary duties to its investors. True? A. Correct.”), 162:17-20 (“Q. You understand  
11 that DenSco owed a duty of loyalty to its investors. That’s part of a fiduciary duty,  
12 correct? A. Correct.”), 172:22-173:1 (“Q. . . . DenSco has a fiduciary duty to disclose  
13 material facts to its investor. True? A. That is correct.”), 330:24-331:3 (“Q. . . .  
14 DenSco had a fiduciary duty of loyalty and disclosure to its investors. True? A.  
15 Correct.”); 337:11-15 (“Q. DenSco had a fiduciary duty of diligence to its investors.  
16 True? [Objection to form.] A. It had a fiduciary duty to use sound business judgment  
17 in doing the loans, yes.”).

18 Chittick breached these fiduciary duties by, *inter alia*,

- 19 • failing to acquire the manpower and resources necessary to effectively  
20 manage DenSco’s ever-increasing loan volume;
- 21 • using lax and grossly negligent lending practices that violated the terms of  
22 DenSco’s loan documents and representations made to investors in  
23 DenSco’s POMs;
- 24 • instructing Clark Hill not to do any work on a new POM while causing  
25 DenSco to continue selling promissory notes between September and  
26 December 2013;
- 27 • failing to acknowledge that the loan losses evident from Bryan Cave’s  
28 January 6, 2014 demand letter and the claims of other hard money lenders

1 were the result of his own grossly negligent practice of disbursing loan  
2 proceeds to Menaged, contrary to the terms of the Mortgage form and  
3 representations made to investors in DenSco's POMs;

- 4 • failing to question, much less investigate, the veracity of Menaged's  
5 claim that his "cousin" had caused those losses;
- 6 • failing to investigate where the funds supposedly taken by Menaged's  
7 "cousin" had gone;
- 8 • pursuing a work out plan with Menaged that was not in the best interests  
9 of DenSco and its investors and other creditors, instead of pursuing legal  
10 remedies against Menaged;
- 11 • deciding to continue giving loan proceeds directly to Menaged, rather  
12 than a Trustee, contrary to the terms of the Mortgage form and  
13 representations made to investors in DenSco's POMs;
- 14 • causing DenSco to sell promissory notes between January and May 2014  
15 without first issuing a new POM;
- 16 • instructing Clark Hill to not do more work on a new POM other than the  
17 limited work that Clark Hill performed in May 2014 to prepare a new  
18 POM; and
- 19 • causing DenSco to sell promissory notes between June 2014 and June  
20 2016 without first issuing a new POM;

21 Defendants' knowledge of Chittick's breaches of fiduciary duty can be inferred  
22 from the circumstances. *Pope*, 219 Ariz. at 491, ¶ 45, 200 P. 3d at 988. Indeed, some  
23 courts have held that "[c]onstructive knowledge is adequate when the aider and abettor  
24 has maintained a long-term or in-depth relationship with the fiduciary." *Chem-Age*  
25 *Industries, Inc. v. Glover*, 652 N.W. 2d 756, 775 (S.D. 2002) (internal citation omitted).  
26 The facts set forth above demonstrate Clark Hill's intimate knowledge of, and  
27 participation in, Chittick's breaches of fiduciary duty.  
28

1 Causation “requires proof of a causal connection between the defendant’s  
2 assistance or encouragement and the primary tortfeasor’s commission of the tort,  
3 although ‘but for’ causation is not required.” *Pope*, 219 Ariz. at 491, ¶ 47, 200 P.3d  
4 at 988. “The test is whether the assistance makes it ‘easier’ for the violation to occur,  
5 not whether the assistance was necessary.” *Wells Fargo Bank v. Ariz. Laborers,*  
6 *Teamsters & Cement Masons Local No. 395 Pension Trust Fund*, 201 Ariz. 474, 485, ¶  
7 31, 38 P.3d 12, 23 (2002). *Cf. Granewich v. Harding*, 329 Or. 47, 59, 985 P.2d 788,  
8 800 (1999) (allegation that lawyer for corporate client took actions “outside the scope  
9 of any legitimate employment on behalf of the corporation” sufficient to allege  
10 substantial assistance in aiding and abetting non-client corporate constituent’s breach of  
11 fiduciary duties).

12 The facts set forth above demonstrate that Clark Hill provided substantial  
13 assistance to Chittick’s breaches of fiduciary duty over an extended period of time.

### 14 **C. Punitive Damages**

15 The Receiver seeks punitive damages. To recover punitive damages, the  
16 Receiver must “prove by clear and convincing evidence that the defendant engaged in  
17 aggravated and outrageous conduct with an ‘evil mind.’ A defendant acts with the  
18 requisite evil mind when he intends to injure or defraud, or deliberately interferes with  
19 rights of others, ‘consciously disregarding the unjustifiable substantial risk of  
20 significant harm to them.’ Important factors to consider when deciding whether a  
21 defendant acted with an evil mind include (1) the reprehensibility of defendant’s  
22 conduct and the severity of the harm likely to result, (2) any harm that has occurred,  
23 (3) the duration of the misconduct, (4) the defendant’s awareness of the harm or risk of  
24 harm, and (5) any concealment of it.” *Hyatt Regency Phoenix Hotel Co. v. Winston &*  
25 *Strawn*, 184 Ariz. 120, 132, 907 P.2d 506 (App. 1995) (citations omitted).

26 Punitive damages are appropriately awarded when, as here, an attorney breaches  
27 fiduciary duties, acts out of self-interest, and attempts to conceal his misconduct. *See,*  
28 *e.g., Elliott v. Videan*, 164 Ariz. 113, 791 P.2d 639 (App. 1989) (punitive damages were

1 appropriate where attorney had conflict of interest, concealed it from client, and acted  
2 to benefit at client's expense); *Asphalt Engineers v. Galusha*, 160 Ariz. 134, 770 P.2d  
3 1180 (App. 1989) (affirming award of punitive damages against attorney who breached  
4 ethical duties to his client and concealed his misconduct).

5 "[Clark Hill] can be vicariously liable in punitive damages for acts that its  
6 partner [Beauchamp] performed in the ordinary course of the partnership's business."  
7 *Hyatt Regency*, 184 Ariz. at 130, 907 P.2d at 130.

8 The Receiver has established a prima facie case for punitive damages based on  
9 Beauchamp's and Clark Hill's: (i) aiding and abetting Denny Chittick's breaches of  
10 fiduciary duty to DenSco and investors of DenSco, which in turn breached duties they  
11 owed DenSco; (ii) conflicts of interest; and (iii) actions taken to conceal their  
12 misconduct.

13 Evidence of that prima facie case is drawn from the documents produced by  
14 Clark Hill to date, Clark Hill's Rule 26.1 Initial Disclosure Statement, Beauchamp's  
15 answers to interrogatories, the depositions and exhibits thereto of Beauchamp, Daniel  
16 Schenck, and Robert Anderson, and the evidence supporting the Receiver's motion that  
17 it has made a prima facie case for punitive damages, which are incorporated herein by  
18 reference. Without limiting the evidence on which the Receiver may rely, the evidence  
19 developed to date includes the following facts or inferences drawn therefrom:

20 a. When Clark Hill undertook the representation of DenSco in  
21 September 2013, it knew through Beauchamp that DenSco's 2011 POM had expired on  
22 July 1, 2013 and that DenSco had not issued a new POM, even though one-half of  
23 DenSco's investors held promissory notes that were due to expire, and would almost  
24 certainly be renewed through the sale of new promissory notes between July and  
25 December 2013. Despite that knowledge, Clark Hill and Beauchamp agreed with  
26 Chittick, as a condition of opening a file to prepare a new POM, that the firm would do  
27 no work on a new POM until Chittick instructed Clark Hill to do so.  
28

1           b.     As a result of Clark Hill's and Beauchamp's knowing participation  
2 in this breach of fiduciary duty by Chittick, DenSco sold more than \$8 million of  
3 promissory notes between September and December 2013 to investors who did not  
4 receive a new POM, and were unaware of DenSco's perilous financial condition and  
5 Chittick's gross mismanagement of DenSco's loan portfolio. Those investors would  
6 not have purchased promissory notes if they had known those facts. Without those  
7 funds, and funds DenSco raised thereafter through Clark Hill's and Beauchamp's  
8 assistance, DenSco could not have continued operating.

9           c.     In January 2014, Clark Hill and Beauchamp received clear,  
10 unequivocal evidence that Chittick's mismanagement of DenSco's loan portfolio,  
11 specifically his decision to give loaned funds directly to borrowers, rather than to a  
12 Trustee, as DenSco's loan documents required and as DenSco's POMs had represented,  
13 had resulted in a potential loss to DenSco of between \$11.6 and \$14.5 million, or  
14 between 25% and 30% of the \$47 million that Clark Hill understood DenSco had raised  
15 as of June 2013.

16           d.     Clark Hill and Beauchamp knew that DenSco's interests and  
17 Chittick's interests were then in conflict, and that DenSco was their only client.

18           e.     Clark Hill and Beauchamp nevertheless advised Chittick that:  
19 (1) he could pursue a "work out" with Menaged that was eventually documented in the  
20 Forbearance Agreement which was not in DenSco's interests and was intended to  
21 protect Chittick from claims by DenSco's investors; (2) DenSco could continue to sell  
22 promissory notes without issuing a new POM; and (3) DenSco could continually delay  
23 the issuance of a new POM while Chittick pursued this workout plan.

24           f.     Clark Hill and Beauchamp acted out of their own self-interest,  
25 knowing that if DenSco instead terminated its relationship with Menaged and informed  
26 its investors of Chittick's mismanagement, Clark Hill and Beauchamp faced potential  
27 claims by investors who had purchased \$8 million of promissory notes from DenSco  
28 without adequate disclosure during the four-month period that Clark Hill and

1 Beauchamp had been advising the firm on securities law matters, but failed to advise  
2 Chittick that DenSco could not sell those notes without first issuing a new POM and  
3 had abided by Chittick's instruction not to prepare the new POM the firm had been  
4 retained to prepare.

5           g.     In January 2014, Clark Hill knew that Menaged was an unreliable  
6 creditor, that Chittick had flagrantly disregarded DenSco's lending documents and  
7 representations made to investors through DenSco's previous POMs by giving millions  
8 of loaned funds directly to Menaged, rather than to a Trustee. Clark Hill also knew that  
9 Chittick needed to continue loaning money to fund the planned "work out" and wanted  
10 to continue his past practice of giving loaned funds directly to Menaged. Rather than  
11 tell Chittick that his past practices were a breach of fiduciary duty and could not  
12 continue, Clark Hill acquiesced in Chittick's plan to continue giving loaned funds  
13 directly to Menaged, thereby exposing DenSco and its investors to even greater losses  
14 than those caused by Chittick's gross mismanagement before that date.

15           h.     With Clark Hill's knowing assistance, Chittick caused DenSco to  
16 sell more than \$5 million of promissory notes between January and May 2014 to  
17 investors who did not receive a new POM, and were unaware of DenSco's perilous  
18 financial condition, Chittick's gross mismanagement of DenSco's loan portfolio, and  
19 his pursuit of a "work out" with Menaged that was not in DenSco's interests and  
20 exposed the company and its investors to additional financial loss. Those investors  
21 would not have purchased promissory notes if they had known those facts. Without  
22 those funds, and funds DenSco raised thereafter through Clark Hill's assistance,  
23 DenSco could not have continued operating.

24           i.     In May 2014, at Chittick's request, Clark Hill agreed to stop the  
25 minimal steps it had taken to prepare a new POM and assured Chittick that DenSco  
26 could continue its operations, including the sale of promissory notes, while indefinitely  
27 delaying the issuance of a new POM.  
28

1           j.       Clark Hill continued to represent DenSco, awaiting his decision to  
2 finally direct the firm to finish preparing a new POM. Chittick continued to operate  
3 DenSco, selling still more promissory notes to investors who did not receive a new  
4 POM and were not given information about DenSco's financial condition and Chittick's  
5 management of the company.

6           k.       After Chittick's death, Clark Hill and Beauchamp failed to  
7 withdraw from representing DenSco despite their knowledge of Chittick's  
8 mismanagement of DenSco and evidence that Chittick blamed Clark Hill and  
9 Beauchamp for having negligently represented DenSco.

10          l.       In addition to undertaking that conflicted representation, Clark Hill  
11 and Beauchamp agreed to also represent the Estate of Denny Chittick, despite knowing  
12 that the interests of DenSco and the Estate were adverse, because DenSco had  
13 substantial claims against the Estate arising from Chittick's multiple breaches of  
14 fiduciary duty he owed DenSco.

15          m.       Clark Hill and Beauchamp sought to represent DenSco and the  
16 Estate because it hoped to cover up evidence of its own misconduct and deter the ACC,  
17 investors, or the Receiver from pursuing claims against them.

18          n.       As part of their plan to protect themselves from liability, Clark Hill  
19 and Beauchamp began stating, during their representation of DenSco, that they had  
20 terminated their representation of DenSco because of Chittick's alleged failure to  
21 follow their advice. They continued to make that claim and have done so in this  
22 litigation. The Receiver believes the claims are untrue, as they are: (1) contrary to  
23 Clark Hill's and Beauchamp's actual course of conduct; (2) not evidenced by any  
24 document; (3) in conflict with certain documents in Clark Hill's possession, some of  
25 which Clark Hill failed to disclose; and (4) inconsistent with what a reasonable law firm  
26 would have done if it had, in fact, terminated the representation of a client who failed to  
27 follow the firm's advice and was engaging in violations of law.

1           o.       Clark Hill and Beauchamp also colluded with the Estate and its  
2 counsel to conceal material information from the Receiver and/or delay his receipt of  
3 that information by, among other things, making knowing false statements to the  
4 Receivership Court. Clark Hill did so with the knowledge and participation of its  
5 Office of General Counsel.

6           **D.       Joint and Several Liability**

7           Arizona law provides that a defendant is “responsible for the fault of another  
8 person,” including non-parties, if both the defendant and the other person at fault acted  
9 in concert. Ariz. Rev. Stat. § 12-2506(D)(1). That is, Clark Hill will be jointly and  
10 severally liable if it “enter[ed] into a conscious agreement to pursue a common plan or  
11 design to commit an intentional tort.” § 12-2506(F)(1).

12           Clark Hill has admitted that DenSco owed fiduciary duties to its investors, and  
13 that Clark Hill was aware that DenSco owed these fiduciary duties. Aiding and abetting  
14 a breach of fiduciary duty is an intentional tort. Part of Plaintiff’s theory of the case is  
15 that Clark Hill initially advised DenSco that it did not need to disclose material facts to  
16 investors while a forbearance agreement was drawn up. Then, Clark Hill negotiated  
17 and recommended a forbearance agreement between DenSco and Menaged that itself  
18 was a breach of fiduciary duty to DenSco’s investors. The forbearance agreement  
19 violated the terms of the 2011 Private Offering Memorandum by subordinating  
20 DenSco’s debt to other hard money lenders and was a fig leaf to fool investors that  
21 DenSco was working itself out of an overwhelming debt. Then, Clark Hill sat quietly  
22 by and allowed DenSco over a year to work itself out of the Menaged fraud problem –  
23 telling Chittick that DenSco could do so without disclosing a thing to investors.

24           Plaintiff will argue that by its multiple acts of aiding and abetting a breach of  
25 fiduciary duty that DenSco owed to its investors, Clark Hill is jointly and severally  
26 liable with both Chittick and Menaged for damages. There were three parties who  
27 negotiated and agreed to the forebearance agreement, Clark Hill, Managed and Chittick.  
28

1 They acted in concert to create an agreement that on its face and in practice  
2 subordinated Densco's notes into junior positions.

3 **III. ANTICIPATED TRIAL WITNESSES**

4 The Receiver presently anticipates calling the following witnesses:

5 1. **David Beauchamp** (c/o John DeWulf, Coppersmith Brockelman,  
6 PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
7 Beauchamp will testify about the facts set forth above in a manner consistent with the  
8 deposition testimony he has given in this matter.

9 2. **Robert Anderson** (c/o John DeWulf, Coppersmith Brockelman,  
10 PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999):  
11 Consistent with his deposition testimony, Mr. Anderson will testify that he did not  
12 undertake any effort to advise DenSco about deficiencies in its lending practices during  
13 January 2014, as Mr. Beauchamp claimed in his deposition. Mr. Anderson may testify  
14 on other matters addressed during his deposition.

15 3. **Daniel Schenck** (c/o John DeWulf, Coppersmith Brockelman,  
16 PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
17 Schenck will testify that he did not undertake any effort to advise DenSco about  
18 deficiencies in its lending practices during January 2014, as Mr. Beauchamp claimed in  
19 his deposition. Mr. Schenck may testify about other matters addressed during his  
20 deposition.

21 4. **Mark Sifferman** (c/o John DeWulf, Coppersmith Brockelman,  
22 PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
23 Sifferman, Clark Hill's former Assistant General Counsel, will testify about his actions  
24 in reviewing and revising Beauchamp's declaration that was submitted to the  
25 Receivership Court, his attendance at the August 18, 2016 hearing, and other matters  
26 addressed during his deposition.

1                   5.     **Ed Hood** (c/o John DeWulf, Coppersmith Brockelman, PLC, 2800  
2 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr. Hood, Clark  
3 Hill's General Counsel, will testify about matters addressed during his deposition.

4                   6.     **Ryan Lorenz** (c/o John DeWulf, Coppersmith Brockelman, PLC,  
5 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
6 Lorenz will testify about the proofs of claim he submitted to the Receiver in June 2017,  
7 his accompanying affidavit, and the information contained therein.

8                   7.     **Michelle M. Tran** (c/o John DeWulf, Coppersmith Brockelman,  
9 PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Ms.  
10 Tran will testify about her meeting with David Beauchamp and Shawna Heuer in  
11 August 2016, the conflict check conducted by Clark Hill at that time, and her work as  
12 counsel to Ms. Heuer and the Estate of Denny Chittick.

13                   8.     **Shawna Chittick Heuer** (c/o James Polese, Gammage &  
14 Burnham, PLC, Two N. Central Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-  
15 0566): Plaintiff anticipates offering portions of Ms. Heuer's deposition testimony.

16                   9.     **Robert Koehler** (RLS Capital, Inc., 4455 E Camelback Road,  
17 Suite D135, Phoenix, AZ 85018; (480) 945-2799): Mr. Koehler is expected to testify  
18 consistent with his deposition testimony in this matter.

19                   10.    **Scott Gould** (contact information to be supplemented): Mr. Gould  
20 is expected to testify consistent with his deposition testimony in this matter.

21                   11.    **Robert Brinkman** (15001 S. 5th Avenue, Phoenix, AZ 85045;  
22 rbrinkman@cox.net; (480) 460-8646): Mr. Brinkman is expected to testify about his  
23 communications with David Beauchamp in August 2016.

24                   12.    **Steven G. Bunger** (6134 W. Trovita Place, Chandler, AZ 85226;  
25 steve@bunger.me; (480) 961-4002): Mr. Bunger is expected to testify consistent with  
26 his deposition testimony in this matter.

1                   13.     **Brian Imdieke** (6173 W. Victoria Place, Chandler, AZ 85226;  
2     b-imdieke@cox.net; bji6173@gmail.com; (480) 694-7850): Mr. Imdieke is expected to  
3     testify consistent with his deposition testimony in this matter.

4                   14.     **Warren Bush** (P.O. Box 92080, Albuquerque, NM 87199-2080;  
5     wbush1120@comcast.net; (505) 856-7398; (505) 264-0773): Mr. Bush is expected to  
6     testify consistent with his deposition testimony in this matter.

7                   15.     **Paul A. Kent** (23 E. 15th Street, Tempe, AZ 85281;  
8     paul\_a\_kent@yahoo.com; (480) 213-7231): Mr. Kent is expected to testify consistent  
9     with his deposition testimony in this matter.

10                  16.     **Patricia S. Miller** (701 E. Front Street #602, Coeur d'Alene, ID  
11     83814; patsmiller@verizon.net; (208) 818-6735 Marvin; (208) 818-6734 Pat): Mrs.  
12     Miller is expected to testify consistent with her deposition testimony in this matter.

13                  17.     **Coralee Thompson** (23233 N. Pima Road #113-240, Scottsdale,  
14     AZ 85255; thompscg2@cox.net; (480) 993-8080): Ms. Thompson is expected to testify  
15     consistent with her deposition testimony in this matter.

16                  18.     **Bill Swirtz** (6054 W. Trovita Place, Chandler, AZ 85226;  
17     Bill.Swirtz@apollogrp.edu; (602) 315-8080): Mr. Swirtz is expected to testify  
18     consistent with his deposition testimony in this matter

19                  19.     **Barry Luchtel** (c/o Ryan Murphy, Esq., Fredrikson & Byron,  
20     P.A., Suite 4000, 200 South Sixth Street, Minneapolis, MN 55402; (612) 492-7310):  
21     Mr. Luchtel is expected to testify consistent with his deposition testimony in this  
22     matter.

23                  20.     **Kevin R. Merritt** (Gammage & Burnham, PLC, Two N. Central  
24     Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-0566): Mr. Merritt is expected to  
25     testify about work he performed in 2007 for DenSco regarding its loan agreements, and  
26     his interactions with David Beauchamp in August, September and October 2016, and  
27     the securing and retention of DenSco corporate records and computer equipment.  
28

1                   21.     **James F. Polese** (Gammage & Burnham, PLC, Two N. Central  
2 Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-0566): Mr. Polese is expected to  
3 testify about actions he took in August, September and October 2016 as counsel to the  
4 Estate of Denny Chittick and Shawna Chittick Heuer in her capacity as the Personal  
5 Representative of Denny Chittick's Estate, his interactions with David Beauchamp, the  
6 August 18, 2016 receivership hearing, and the securing and retention of DenSco  
7 corporate records and computer equipment.

8                   22.     **Gary Clapper** (1300 W. Washington, Third Floor, Phoenix, AZ  
9 85007; (602) 542-0152): Mr. Clapper is expected to testify about the ACC's  
10 investigation of DenSco in August 2016, events leading to the ACC's filing of an  
11 application for a preliminary injunction and the appointment of a receiver, and his  
12 communications with Mr. Beauchamp in connection with the ACC's investigation.

13                   23.     **Peter S. Davis** (c/o Colin Campbell and Geoffrey Sturr, Osborn  
14 Maledon, P.A., 2929 N. Central Avenue, Suite 2100, Phoenix, AZ 85012; (602) 640-  
15 9377): Mr. Davis will testify consistent with his deposition testimony.

16                   24.     **Ryan W. Anderson** (Guttilla Murphy Anderson, 5415 E. High  
17 Street, Suite 200, Phoenix, AZ 85054; (480) 304-8300): Mr. Anderson may be called  
18 to testify about his interactions with David Beauchamp, Mark Sifferman, Kevin Merritt,  
19 and James Polese between August 2016 and February 2017. He has knowledge of the  
20 Receiver's attempts to obtain records and complications raised by Mr. Beauchamp's  
21 assertion of the attorney-client privilege for Mr. Chittick individually and the late  
22 disclosure by Clark Hill of such matters as the investor and Iggy letters and the  
23 forbearance agreement.

24                   25.     **Sara Beretta** (c/o Colin Campbell and Geoffrey Sturr, Osborn  
25 Maledon, P.A., 2929 N. Central Avenue, Suite 2100, Phoenix, AZ 85012; (602) 640-  
26 9377): Ms. Beretta may be called to lay foundation for certain DenSco corporate  
27 records.  
28

1                   26.    **Custodian of Records for Bryan Cave** (contact information to be  
2 supplemented): Plaintiff anticipates calling a representative of Bryan Cave to  
3 authenticate records produced by Bryan Cave in response to a subpoena.

4                   27.    **Person to Authenticate Electronically Stored Information**  
5 (contact information to be supplemented): Plaintiff anticipates calling a forensic  
6 computer expert as a witness to authenticate documents maintained on computer  
7 devices used by Denny Chittick in order to lay foundation for business records and  
8 contemporaneous recording of information.

9                   28.    **Persons Who Have Been Deposed:** Plaintiff reserves the right to  
10 call any witness, in addition to those listed above, who has been deposed in this matter.

11                  29.    **Witnesses Identified by Defendants:** Defendants reserve the  
12 right to call at trial any witness Defendants have identified as a trial witness, even if  
13 such designation has been withdrawn.

14 **IV.   PERSONS WHO MAY HAVE RELEVANT KNOWLEDGE OR**  
15 **INFORMATION**

16       **A.   Persons Affiliated With DenSco**

17                  1.    **Shawna Chittick Heuer** (c/o James Polese, Gammage &  
18 Burnham, PLC, Two N. Central Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-  
19 0566): Ms. Heuer is Denny Chittick's sister. She has knowledge of certain facts set  
20 forth above and matters addressed during her deposition.

21                  2.    **Kurt Johnson** (3317 E. Bell Road, Suite 101-265, Phoenix, AZ  
22 85032; (602) 505-8117): Mr. Johnson is an attorney who provided certain legal  
23 services to DenSco and is believed to have knowledge of those services.

24                  3.    **Robert Koehler** (RLS Capital, Inc., 4455 E Camelback Road,  
25 Suite D135, Phoenix, AZ 85018; (480) 945-2799): Mr. Koehler was described in the  
26 July 2011 POM as having entered into a written agreement with Chittick pursuant to  
27 which he was a signatory on DenSco's bank account, was to have received on a weekly  
28 basis "an updated spreadsheet of all properties currently being used as collateral for a

1 loan” and, on a monthly basis, “a spreadsheet of all the investors and what is owed to  
2 them, and receives the monthly statements for all investors.” Mr. Koehler was an  
3 investor in DenSco. After Mr. Chittick’s death and at the request of Ms. Heuer, Mr.  
4 Koehler conducted a preliminary analysis of DenSco’s loan portfolio. He is believed to  
5 have knowledge of DenSco’s business operations, books and records, and written  
6 communications he received from Mr. Chittick at or around the time of his death.

7           **4. David Preston:** (Preston CPA, P.C., 1949 E. Broadway Road,  
8 Suite 101, Tempe, AZ 85282; (480) 820-4419): Mr. Preston is a Certified Public  
9 Accountant and an investor in DenSco. He provided professional services to DenSco.  
10 He commented on the 2007 POM. He communicated with David Beauchamp after  
11 Chittick’s death in 2016. He is believed to have knowledge of his dealings with Denny  
12 Chittick, the professional services he provided to DenSco, his investment in DenSco,  
13 his participation in the preparation of the 2007 POM, and his dealings with Mr.  
14 Beauchamp.

15           **B. DenSco Investors**

16           **1. William and Helene Alber** (1551 W. Grand Canyon Drive,  
17 Chandler, AZ 85248; wkalber@cox.net; (480) 200-8045): Mr. and Mrs. Alber are  
18 believed to have knowledge of their communications with Mr. Chittick, investments in  
19 DenSco through the Alber Family Trust, and their communications with Mr.  
20 Beauchamp after Mr. Chittick’s death.

21           **2. Angels Investments, LLC** c/o Yusuf Yildiz (1609 W. 17th Street,  
22 Tempe, AZ 85281; yusif@comsiscomputer.com; 480-258-8171): Mr. Yildiz is  
23 believed to have knowledge of his communications with Mr. Chittick, the company’s  
24 investments in DenSco, and his communications with Mr. Beauchamp after Mr.  
25 Chittick’s death.

26           **3. BLL Capital, LLC** c/o Barry Luchtel (5550 Wild Rose Lane,  
27 Suite 400, West Des Moines, IA 50266; (480)256-2274; (515) 225-0300): Mr. Luchtel  
28 is believed to have knowledge of his communications with Mr. Chittick, the company’s

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

3           4.     **Robert Brinkman** (15001 S. 5th Avenue, Phoenix, AZ 85045;  
4 rbrinkman@cox.net; (480) 460-8646): Mr. Brinkman is believed to have knowledge of  
5 his communications with Mr. Chittick, investments in DenSco individually and through  
6 the Brinkman Family Trust, and his communications with Mr. Beauchamp after Mr.  
7 Chittick's death.

8           5.     **Craig and Tomie Brown** (6135 W. Trovita Place, Chandler, AZ  
9 85226; Trovita@gmail.com; (480)287-4622): Mr. and Mrs. Brown are believed to have  
10 knowledge of their communications with Mr. Chittick, their investments in DenSco  
11 individually and through their trust, and their communications with Mr. Beauchamp  
12 after Mr. Chittick's death.

13           6.     **Steven G. and Mary E. Bunger** (6134 W. Trovita Place,  
14 Chandler, AZ 85226; steve@bunger.me; (480) 961-4002): Mr. and Mrs. Bunger are  
15 believed to have knowledge of their communications with Mr. Chittick, investments in  
16 DenSco through the Bunger Estate, and their communications with Mr. Beauchamp  
17 after Mr. Chittick's death.

18           7.     **Anthony Burdett** (1623 Common Drive, El Paso, TX 79936-  
19 5235; Burdett.anthony@gmail.com; (915) 373-1850): Mr. Burdett is believed to have  
20 knowledge of his communications with Mr. Chittick, his investments in DenSco  
21 through his IRA, and his communications with Mr. Beauchamp after Mr. Chittick's  
22 death.

23           8.     **Kennen Burkhardt** (2030 S. Minnewawa Avenue, Fresno, CA  
24 93727; KennenL@yahoo.com; (515) 537-5494; (949) 361-4335): Mr. Burkhardt is  
25 believed to have knowledge of his communications with Mr. Chittick, his investments  
26 in DenSco individually and through his IRA, and his communications with Mr.  
27 Beauchamp after Mr. Chittick's death.  
28

1                   9.     **Warren V. and Fay L. Bush** (P.O. Box 92080, Albuquerque, NM  
2 87199-2080; wbush1120@comcast.net; (505) 856-7398; (505) 264-0773): Mr. and  
3 Mrs. Bush are believed to have knowledge of their communications with Mr. Chittick,  
4 their investments in DenSco, their involvement in the preparation of the 2011 POM,  
5 and their communications with Mr. Beauchamp after Mr. Chittick's death.

6                   10.    **Mary L. Butler** (62 Cypress Court, Durango, CO 81301): Ms.  
7 Butler is believed to have knowledge of her communications with Mr. Chittick, her  
8 investments in DenSco through her IRA, and her communications with Mr. Beauchamp  
9 after Mr. Chittick's death.

10                  11.    **Van H. Butler** (62 Cypress Court, Durrango, CO 81301;  
11 butlerv@yahoo.com; (970) 749-9025): Mr. Butler is believed to have knowledge of his  
12 communications with Mr. Chittick, his investments in DenSco individually and through  
13 his IRA, and his communications with Mr. Beauchamp after Mr. Chittick's death.

14                  12.    **Thomas and Sara Byrne** (72 Commonwealth Avenue, San  
15 Francisco, CA 94118; thomasbyrne11@gmail.com; (415) 990-4676): Mr. and Mrs.  
16 Byrne are believed to have knowledge of their communications with Mr. Chittick, their  
17 investments in DenSco through their trust, and their communications with Mr.  
18 Beauchamp after Mr. Chittick's death.

19                  13.    **Erin P. Carrick Trust** c/o Gretchen P. Carrick (1404 W.  
20 Lakeshore Drive, Whitefish, MT 59937; epcarrick@gmail.com; (541) 729-1990): Ms.  
21 Carrick is believed to have knowledge of her communications with Mr. Chittick, her  
22 investments in DenSco through the Trust, and her communications with Mr.  
23 Beauchamp after Mr. Chittick's death.

24                  14.    **Gretchen P. Carrick** (P.O. Box 773656, Eagle River, AK 99577;  
25 carricks3@ak.net; (541) 729-6878): Ms. Carrick is believed to have knowledge of her  
26 communications with Mr. Chittick, her investments in DenSco through her Trust, and  
27 her communications with Mr. Beauchamp after Mr. Chittick's death.  
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1                   15.     **Averill Cate, Jr. and Mary Kris McIlwaine** (3661 N. Campbell  
2 Avenue, Suite 372, Tucson, AZ 85719; acatejr@gmail.com; (520) 370-6997): Mr. Cate  
3 and Ms. McIlwaine are believed to have knowledge of their communications with Mr.  
4 Chittick, their investments in DenSco, and their communications with Mr. Beauchamp  
5 after Mr. Chittick's death.

6                   16.     **Arden and Nina Chittick** (8028 F 53rd Avenue West, Mukilteo,  
7 WA 98275; artnina@hotmail.com; (425) 205-8997): Mr. and Mrs. Chittick are  
8 believed to have knowledge of their communications with Denny Chittick, their  
9 investments in DenSco, and their communications with Mr. Beauchamp after Mr.  
10 Chittick's death.

11                  17.     **Eldon and Charlene Chittick** (5869 W. Heine Road, Coeur  
12 d'Alene, ID 83814; moandsam@yahoo.com; (208) 765-2702): Mr. and Mrs. Chittick  
13 are believed to have knowledge of their communications with Denny Chittick, their  
14 investments in DenSco through the Chittick Family Trust, and their communications  
15 with Mr. Beauchamp after Mr. Chittick's death.

16                  18.     **Eileen Cohen** (1419 Peerless Place, Apt. 116, Los Angeles, CA  
17 90035): Ms. Cohen is believed to have knowledge of her communications with Mr.  
18 Chittick, her investments in DenSco, and her communications with Mr. Beauchamp  
19 after Mr. Chittick's death.

20                  19.     **Herbert I. Cohen** (1419 Peerless Place, Apt. 116, Los Angeles,  
21 CA 90035; (623) 866-3221): Mr. Cohen is believed to have knowledge of his  
22 communications with Mr. Chittick, his investments in DenSco through his Trust, and  
23 his communications with Mr. Beauchamp after Mr. Chittick's death.

24                  20.     **Dori Ann Davis** (5346 E. Herrera Road, Phoenix, AZ 85054;  
25 doriann@cox.net; (602) 300-9740): Ms. Davis is believed to have knowledge of her  
26 communications with Mr. Chittick, investments in DenSco through her Trust, and her  
27 communications with Mr. Beauchamp after Mr. Chittick's death.  
28

1                   21.     **Glen P. Davis** (5346 E. Herrera Road, Phoenix, AZ 85054;  
2 glenbo@cox.net; (602) 692-5862): Mr. Davis is believed to have knowledge of his  
3 communications with Mr. Chittick, his investments in DenSco through his IRA, and his  
4 communications with Mr. Beauchamp after Mr. Chittick's death.

5                   22.     **Jack J. Davis** (543 West Avenue, Rifle, CO 81650;  
6 jackdavisdds@hotmail.com; (970) 625-1391): Mr. Davis is believed to have  
7 knowledge of his communications with Mr. Chittick, his investments in DenSco, and  
8 his communications with Mr. Beauchamp after Mr. Chittick's death.

9                   23.     **Samantha Davis** c/o Jack J. Davis (543 West Avenue, Rifle, CO  
10 81650; jackdavisdds@hotmail.com; (970) 625-1391): Ms. Davis is believed to have  
11 knowledge of her communications with Mr. Chittick, her investments in DenSco, and  
12 her communications with Mr. Beauchamp after Mr. Chittick's death.

13                  24.     **Desert Classic Investments, LLC** c/o Steven G. Bunger (6134 W.  
14 Trovita Place, Chandler, AZ 85226; steve@bunger.me; (602) 531-3100): Mr. Bunger  
15 is believed to have knowledge of his communications with Mr. Chittick, the company's  
16 investments in DenSco, and his communications with Mr. Beauchamp after Mr.  
17 Chittick's death.

18                  25.     **Scott D. Detota** (1220 Ridgewood Land, Lake Villa, IL 60046  
19 sdetota99@yahoo.com; (847) 736-0160): Mr. Detota is believed to have knowledge of  
20 his communications with Mr. Chittick, his investments in DenSco, and his  
21 communications with Mr. Beauchamp after Mr. Chittick's death.

22                  26.     **Amy Lee Dirks** (82 N. Acacia Drive, Gilbert, AZ 85233;  
23 amydirks@hotmail.com; (480) 414-5552): Ms. Dirks is believed to have knowledge of  
24 her communications with Mr. Chittick, her investments in DenSco through her IRA,  
25 and her communications with Mr. Beauchamp after Mr. Chittick's death.

26                  27.     **Bradley Mark Dirks** (82 N. Acacia Drive, Gilbert, AZ 85233;  
27 (602) 206-3041): Mr. Dirks is believed to have knowledge of his communications with  
28

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

3           28.     **Dave DuBay** (6921 Trevett Lane, Casper, WY 82604; (307) 262-  
4 7708; davedubay@gmail.com): Mr. DuBay is believed to have knowledge of his  
5 communications with Mr. Chittick, his investments in DenSco, and his communications  
6 with Mr. Beauchamp after Mr. Chittick's death.

7           29.     **Ross H. Dupper** (6133 W. Victoria Place, Chandler, AZ 85261;  
8 rdupper@rhdupper.com; (602) 768-8515): Mr. Dupper is believed to have knowledge  
9 of his communications with Mr. Chittick, his investments in DenSco through his Trust,  
10 and his communications with Mr. Beauchamp after Mr. Chittick's death.

11           30.     **Todd F. Einick** (4757 E. Greenway Road, Suite 107B-107,  
12 Phoenix, AZ 85032; switchback62@hotmail.com; (480) 202-6752): Mr. Einick is  
13 believed to have knowledge of his communications with Mr. Chittick, investments in  
14 DenSco through the Trust, and his communications with Mr. Beauchamp after Mr.  
15 Chittick's death.

16           31.     **Yusef Fielding** (1609 W. 17th Street, Tempe, AZ 85281; (480)  
17 612-0666; yusef@comsiscomputer.com): Mr. Fielding is believed to have knowledge  
18 of his communications with Mr. Chittick, his investments in DenSco, and his  
19 communications with Mr. Beauchamp after Mr. Chittick's death.

20           32.     **Fischer Family Holdings** (2011 N. 51st Avenue, B-240, Glendale,  
21 AZ 85308; (480) 200-8730; kirkjfischer@yahoo.com): Mr. or Mrs. Fischer is believed  
22 to have knowledge of their communications with Mr. Chittick, their investments in  
23 DenSco, and their communications with Mr. Beauchamp after Mr. Chittick's death.

24           33.     **GB 12, LLC** c/o Stanley Schloz (10050 E. Sonoran Vista Circle,  
25 Scottsdale, AZ 85255; smschloz@msn.com; (480) 694-8868): Mr. Schloz is believed  
26 to have knowledge of his communications with Mr. Chittick, the company's  
27  
28

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

3           34.     **Stacy B. Grant** (2601 La Frontera Blvd., Round Rock, TX 78681;  
4 (602) 499-9966): Ms. Grant is believed to have knowledge of her communications with  
5 Mr. Chittick, her investments in DenSco through her IRA, and her communications  
6 with Mr. Beauchamp after Mr. Chittick's death.

7           35.     **Russell T. Griswold** (10 Suncrest Terrace, Onenta, NY 13820;  
8 rgriswold3@stny.rr.com; (607) 437-3882): Mr. Griswold is believed to have  
9 knowledge of his communications with Mr. Chittick, his investments in DenSco  
10 through his IRA, and his communications with Mr. Beauchamp after Mr. Chittick's  
11 death.

12           36.     **Michael and Diana Gumbert** (607 Hurst Creek Road, Lakeview,  
13 TX 78734; anthjen@yahoo.com (480) 250-6063): Mr. and Mrs. Gumbert are believed  
14 to have knowledge of their communications with Mr. Chittick, their investments in  
15 DenSco through their Trust, and their communications with Mr. Beauchamp after Mr.  
16 Chittick's death.

17           37.     **Nihad Hafiz** (23 Rae's Creek Lane, Coto de Caza, CA 92679;  
18 nihad@yahoo.com; (949) 246-8135): Mr. Hafiz is believed to have knowledge of his  
19 communications with Mr. Chittick, his investments in DenSco, and his communications  
20 with Mr. Beauchamp after Mr. Chittick's death.

21           38.     **Robert B. and Elizabeth A. Hahn** (15239 E. Redrock Drive,  
22 Fountain Hills, AZ 85268; hahnaz2@cox.net; (602) 769-8385): Mr. and Mrs. Hahn are  
23 believed to have knowledge of their communications with Mr. Chittick, their  
24 investments in DenSco through the Trust, and their communications with Mr.  
25 Beauchamp after Mr. Chittick's death.

26           39.     **Ralph L. Hey** (P.O. Box 62, Westcliffe, CO 82152;  
27 hey.ralph01@gmail.com; (719) 207-1313): Mr. Hey is believed to have knowledge of  
28

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

3           40.     **Dale W. and Kathy L. Hickman** (5477 W. Heine Road, Coeur  
4 d'Alene, ID 83814; hikthestik@aol.com; (208) 215-6378): Mr. and Mrs. Hickman are  
5 believed to have knowledge of their communications with Mr. Chittick, their  
6 investments in DenSco, and their communications with Mr. Beauchamp after Mr.  
7 Chittick's death.

8           41.     **Craig and Samantha Hood** (8420 E. Cactus Wren Road,  
9 Scottsdale, AZ 85250; greeraz@gmail.com; (602)317-3753): Mr. and Mrs. Hood are  
10 believed to have knowledge of their communications with Mr. Chittick, their  
11 investments in DenSco, and their communications with Mr. Beauchamp after Mr.  
12 Chittick's death.

13           42.     **Doris and Levester Howze** (2864 E. Preston Street, Mesa, AZ  
14 85213; dhowze@cox.net; (602) 568-0119): Ms. Howze and Mr. Howze are believed to  
15 have knowledge of their communications with Mr. Chittick, their investments in  
16 DenSco, and their communications with Mr. Beauchamp after Mr. Chittick's death.

17           43.     **Bill Bryan Hughes** (23114 N. Pedregosa Drive, Sun City West,  
18 AZ 85375; jbhok@yahoo.com; (480) 244-8863): Mr. Hughes is believed to have  
19 knowledge of his communications with Mr. Chittick, his investments in DenSco  
20 through his IRA, and his communications with Mr. Beauchamp after Mr. Chittick's  
21 death.

22           44.     **Judy Kay Hughes** (23114 N. Pedregosa Drive, Sun City West, AZ  
23 85375; jbhok@yahoo.com; (480) 244-8864): Ms. Hughes is believed to have  
24 knowledge of her communications with Mr. Chittick, her investments in DenSco  
25 through her IRA, and her communications with Mr. Beauchamp after Mr. Chittick's  
26 death.

1                   45.     **Brian Imdieke** (6173 W. Victoria Place, Chandler, AZ 85226;  
2 b-imdieke@cox.net; bji6173@gmail.com; (480) 694-7850): Mr. Imdieke is believed to  
3 have knowledge of his communications with Mr. Chittick, his investments in DenSco  
4 through his Trust, and his communications with Mr. Beauchamp after Mr. Chittick's  
5 death.

6                   46.     **James K. Jetton and Debora I. Pekker-Jetton** (9213 SW 21st  
7 Street, Oklahoma City, OK 73128; jkjetto@yahoo.com; (904) 610-4213): Mr. and Mrs.  
8 Jetton are believed to have knowledge of their communications with Mr. Chittick, their  
9 investments in DenSco, and their communications with Mr. Beauchamp after Mr.  
10 Chittick's death.

11                  47.     **Leslie W. Jones** (2176 E. Gazania Lane, Tucson, AZ 85719): Ms.  
12 Jones is believed to have knowledge of her communications with Mr. Chittick, her  
13 investments in DenSco through her IRA, and her communications with Mr. Beauchamp  
14 after Mr. Chittick's death.

15                  48.     **Ralph Kaiser** (3319 E. Piro Street, Phoenix, AZ 85044;  
16 ralph@kaisertile.com; (602) 697-3189): Mr. Kaiser is believed to have knowledge of  
17 his communications with Mr. Chittick, his investments in DenSco through his IRA, and  
18 his communications with Mr. Beauchamp after Mr. Chittick's death.

19                  49.     **Mary Kent** (30 Laurel Court, Paramus, NJ 07652;  
20 mbencekent@yahoo.com; (201) 845-6147): Ms. Kent is believed to have knowledge of  
21 her communications with Mr. Chittick, her investments in DenSco, and her  
22 communications with Mr. Beauchamp after Mr. Chittick's death.

23                  50.     **Paul A. Kent** (23 E. 15th Street, Tempe, AZ 85281;  
24 paul\_a\_kent@yahoo.com; (480) 213-7231): Mr. Kent is believed to have knowledge of  
25 his communications with Mr. Chittick, investments in DenSco through the Family  
26 Trust, and his communications with Mr. Beauchamp after Mr. Chittick's death.  
27  
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1                   51.     **Robert Z. Koehler** (5433 E. Osborn Road, Phoenix, AZ 85018;  
2     rzkoehler@yahoo.com; (602) 330-4624): Mr. Koehler is believed to have knowledge  
3     of his communications with Mr. Chittick, his investments in DenSco through his IRA,  
4     and his communications with Mr. Beauchamp after Mr. Chittick's death.

5                   52.     **Jemma Kopel** (5304 S. Marine Drive, Tempe, AZ 85283;  
6     jemmakopel@hotmail.com; (480) 696-0888): Ms. Kopel is believed to have  
7     knowledge of her communications with Mr. Chittick, her investments in DenSco, and  
8     her communications with Mr. Beauchamp after Mr. Chittick's death.

9                   53.     **LeRoy Kopel** (5304 S. Marine Drive, Tempe, AZ 85283;  
10    lkopel22@hotmail.com; (480) 839-3787): Mr. Kopel is believed to have knowledge of  
11    his communications with Mr. Chittick, his investments in DenSco through his IRA and  
12    his Trust, and his communications with Mr. Beauchamp after Mr. Chittick's death.

13                  54.     **Robert F. Lawson** (400 Alta Vista Court, Danville, CA 94506;  
14    robertflawson@gmail.com; (480) 221-9893): Mr. Lawson is believed to have  
15    knowledge of his communications with Mr. Chittick, his investments in DenSco, and  
16    his communications with Mr. Beauchamp after Mr. Chittick's death.

17                  55.     **Wayne J. Ledet** (16751 SW 23rd Street, El Reno, OK 73036;  
18    uaflyor767@yahoo.com; (405) 824-3754): Mr. Ledet is believed to have knowledge of  
19    his communications with Mr. Chittick, investments in DenSco through the Family  
20    Trust, his IRA and his Roth IRA, and his communications with Mr. Beauchamp after  
21    Mr. Chittick's death.

22                  56.     **The Lee Group, Inc.** c/o Terry and Lil Lee (6541 N. Paseo  
23    Tamayo, Tucson, AZ 85750; terryleeaz@comcast.net; (520) 907-3828): Mr. and Mrs.  
24    Lee are believed to have knowledge of their communications with Mr. Chittick, the  
25    company's investments in DenSco, and their communications with Mr. Beauchamp  
26    after Mr. Chittick's death.

1                   57.     **Terry and Lil Lee** (6541 N. Paseo Tamayo, Tucson, AZ 85750;  
2     terryleeaz@comcast.net; (520) 907-3828): Mr. and Mrs. Lee are believed to have  
3     knowledge of their communications with Mr. Chittick, their investments in DenSco,  
4     and their communications with Mr. Beauchamp after Mr. Chittick's death.

5                   58.     **Lillian Lent** (4145 E. Blue Ridge Place, Chandler, AZ 85249;  
6     (480) 813-7151): Ms. Lent is believed to have knowledge of her communications with  
7     Mr. Chittick, her investments in DenSco through her Roth IRA, and her  
8     communications with Mr. Beauchamp after Mr. Chittick's death.

9                   59.     **Manual A. Lent** (4145 E. Blue Ridge Place, Chandler, AZ 85249;  
10    (480) 225-9538): Mr. Lent 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                  60.     **William Lent** (contact information to be added): Mr. Lent is  
14    believed to have knowledge of his communications with Mr. Chittick, his investments  
15    in DenSco through his IRA, and his communications with Mr. Beauchamp after Mr.  
16    Chittick's death

17                  61.     **LJL Capital, LLC** c/o Landon Luchtel (5550 Wild Rose Lane,  
18    Suite 400, West Des Moines, IA 50266; (515) 225-2800): Mr. Luchtel is believed to  
19    have knowledge of his communications with Mr. Chittick, the company's investments  
20    in DenSco, and his communications with Mr. Beauchamp after Mr. Chittick's death.

21                  62.     **W. Jean Locke** (12163 Country Meadows Lane, Silverdale, WA  
22    98383; billandjean54@centurytel.net; (360) 638-1002): Ms. Locke is believed to have  
23    knowledge of her communications with Mr. Chittick, her investments in DenSco, and  
24    her communications with Mr. Beauchamp after Mr. Chittick's death.

25                  63.     **Long Time Holdings, LLC** c/o William Swirtz (6054 W. Trovita  
26    Place, Chandler, AZ 85226; Bill.Swirtz@apollogrp.edu; (602) 315-8080): Mr. Swirtz  
27    is believed to have knowledge of his communications with Mr. Chittick, the company's  
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1 investments in DenSco, and his communications with Mr. Beauchamp after Mr.  
2 Chittick's death.

3           64.     **Jim P. McArdle** (750 E. McLellan, Phoenix, AZ 85014;  
4 jim@abdc-az.com; (602) 509-8635): Mr. McArdle is believed to have knowledge of  
5 his communications with Mr. Chittick, his investments in DenSco, and his  
6 communications with Mr. Beauchamp after Mr. Chittick's death.

7           65.     **James and Lesley McCoy** (727 E. Verde Lane, Tempe, AZ  
8 85284; (602) 390-2506): Mr. and Mrs. McCoy are believed to have knowledge of their  
9 communications with Mr. Chittick, investments in DenSco through the Trust, and their  
10 communications with Mr. Beauchamp after Mr. Chittick's death.

11           66.     **Caro McDowell** (9010 E. Range Ride Trail, Mesa, AZ 85207;  
12 kayell121@cs.com; (480) 380-2062): Ms. McDowell is believed to have knowledge of  
13 her communications with Mr. Chittick, her investments in DenSco through her Trust,  
14 and her communications with Mr. Beauchamp after Mr. Chittick's death.

15           67.     **Marvin G. Miller and Patricia S. Miller** (701 E. Front Street  
16 #602, Coeur d'Alene, ID 83814; patsmiller@verizon.net; (208) 818-6735 Marvin; (208)  
17 818-6734 Pat): Mr. and Mrs. Miller are believed to have knowledge of their  
18 communications with Mr. Chittick, investments in DenSco through the Family Trust,  
19 and their communications with Mr. Beauchamp after Mr. Chittick's death.

20           68.     **Marian Minchuck** (contact information to be added): Ms.  
21 Minchuck is believed to have knowledge of her communications with Mr. Chittick, her  
22 investments in DenSco, and her communications with Mr. Beauchamp after Mr.  
23 Chittick's death.

24           69.     **Kaylene Moss** (2524 E. Silverwood Drive, Phoenix, AZ 85048;  
25 kayleen.moss@avnet.com; (602) 692-6934; (480) 759-7811): Ms. Moss is believed to  
26 have knowledge of her communications with Mr. Chittick, her investments in DenSco  
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1 through her IRA, and her communications with Mr. Beauchamp after Mr. Chittick's  
2 death.

3           70.     **Moss Family Trust** (2524 E. Silverwood Drive, Phoenix, AZ  
4 85048; kayleen.moss@avnet.com; (602) 692-6934; (480) 759-7811): Mr. or Mrs. Moss  
5 is believed to have knowledge of their communications with Mr. Chittick, investments  
6 in DenSco through the Trust, and their communications with Mr. Beauchamp after Mr.  
7 Chittick's death.

8           71.     **Muscat Family** c/o Vince I. Muscat (14827 S. 20th Street,  
9 Phoenix, AZ 85048; vimusat@gmail.com; (480) 460-5007): Mr. or Mrs. Muscat is  
10 believed to have knowledge of their communications with Mr. Chittick, investments in  
11 DenSco through the Trust, and their communications with Mr. Beauchamp after Mr.  
12 Chittick's death.

13           72.     **Non Lethal Defense, Inc.** c/o Dave Dubay (6921 Trevett Lane,  
14 Casper, WY 82604): Mr. Dubay is believed to have knowledge of his communications  
15 with Mr. Chittick, the company's investments in DenSco, and his communications  
16 with Mr. Beauchamp after Mr. Chittick's death.

17           73.     **Brian and Janice Odenthal** (1929 Canyon Drive, Coeur d'Alene,  
18 ID 83815; bjodenhal@frontier.com; (208) 755-5499): Mr. and Mrs. Odenthal are  
19 believed to have knowledge of their communications with Mr. Chittick, their  
20 investments in DenSco through their IRA, and their communications with Mr.  
21 Beauchamp after Mr. Chittick's death.

22           74.     **Valerie J. Paxton** (1243 E. Glenhaven Drive, Phoenix, AZ 85048;  
23 vpaxto@q.com; (602) 999-4339): Ms. Paxton is believed to have knowledge of her  
24 communications with Mr. Chittick, her investments in DenSco, and her  
25 communications with Mr. Beauchamp after Mr. Chittick's death.

26           75.     **Marlene Pearce** (94 Acacia Drive, Gilbert, AZ 85233;  
27 pearces@mailhaven.com; (480) 600-0955): Ms. Pearce is believed to have knowledge  
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1 of her communications with Mr. Chittick, her investments in DenSco through her IRA,  
2 and her communications with Mr. Beauchamp after Mr. Chittick's death.

3           76.     **Jeff Phalen** (11764 N. Adobe Village Place, Marana, AZ 85658;  
4 jphalen00@aol.com; (520) 909-1018): Mr. Phalen is believed to have knowledge of his  
5 communications with Mr. Chittick, his investments in DenSco individually and through  
6 the Phalen Family Trust and his IRA, and his communications with Mr. Beauchamp  
7 after Mr. Chittick's death.

8           77.     **Kevin Potempa** (P.O. Box 5156, Scottsdale, AZ 85261; (480)  
9 5120-0362): Mr. Potempa is believed to have knowledge of his communications with  
10 Mr. Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
11 after Mr. Chittick's death.

12           78.     **Preston Revocable Living Trust** c/o David M. Preston (9010 E.  
13 Range Rider Trail, Mesa, AZ 85207; dave@prestoncpa.biz; (602) 369-4418): The  
14 Trustee is believed to have knowledge of his or her communications with Denny  
15 Chittick, the Trust's investments in DenSco, and his or her communications with Mr.  
16 Beauchamp after Mr. Chittick's death.

17           79.     **Peter and Kay Rzonca** (140 E. Rio Salado Parkway #603, Tempe,  
18 AZ 85281; krzonca1@cox.net; (602) 743-1801): Mr. and Mrs. Rzonca are believed to  
19 have knowledge of their communications with Mr. Chittick, their investments in  
20 DenSco, and their communications with Mr. Beauchamp after Mr. Chittick's death.

21           80.     **Saltire, LLC** c/o William Stewart Sheriff (155 108th Avenue,  
22 Suite 400, Bellevue, WA 98004; stewart.sherriff@cox.net; (602) 330-7776): Mr.  
23 Sheriff is believed to have knowledge of his communications with Mr. Chittick, the  
24 company's investments in DenSco, and his communications with Mr. Beauchamp after  
25 Mr. Chittick's death.

26           81.     **JoAnn Sanders** (780 E. Gregory Lane, Coeur d'Alene, ID 83815;  
27 (406) 461-4462): Ms. Sanders is believed to have knowledge of her communications  
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1 with Mr. Chittick, her investments in DenSco, and her communications with Mr.  
2 Beauchamp after Mr. Chittick's death.

3           82.     **Satellite LLC** (contact information to be added): A Member of  
4 Satellite LLC is believed to have knowledge of its communications with Mr. Chittick,  
5 its investments in DenSco, and its communications with Mr. Beauchamp after Mr.  
6 Chittick's death.

7           83.     **Mary I. Schloz** (10050 E. Sonoran Vista Circle, Scottsdale, AZ  
8 85255; smschloz@msn.com; (480) 694-8868): Ms Schloz is believed to have  
9 knowledge of her communications with Mr. Chittick, her investments in DenSco  
10 individually and through the Family Trust, and her communications with Mr.  
11 Beauchamp after Mr. Chittick's death.

12           84.     **Stanley Schloz** (10050 E. Sonoran Vista Circle, Scottsdale, AZ  
13 85255; smschloz@msn.com; (480) 694-8868): Mr. Schloz is believed to have  
14 knowledge of his communications with Mr. Chittick, his investments in DenSco  
15 individually, through his IRA, and the Family Trust, and his communications with Mr.  
16 Beauchamp after Mr. Chittick's death.

17           85.     **Annette M. Scroggin** (124 Abby Lane, LaPorte, IN 46350;  
18 mscroggin@me.com; (219) 608-2552): Ms. Scroggin is believed to have knowledge of  
19 her communications with Mr. Chittick, her investments in DenSco through her IRAs,  
20 and her communications with Mr. Beauchamp after Mr. Chittick's death.

21           86.     **Michael Scroggin** (124 Abby Lane, LaPorte, IN 46350;  
22 mscroggin@me.com; (219) 608-2552): Mr. Scroggin is believed to have knowledge of  
23 his communications with Mr. Chittick, his investments in DenSco through his IRAs,  
24 and his communications with Mr. Beauchamp after Mr. Chittick's death.

25           87.     **William Stewart Sheriff** (155 108th Avenue, Suite 400, Bellevue,  
26 WA 98004; stewart.sherriff@cox.net; (602) 330-7776): Mr. Sheriff is believed to have  
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1 knowledge of his communications with Mr. Chittick, his investments in DenSco, and  
2 his communications with Mr. Beauchamp after Mr. Chittick's death.

3           **88. Gary E Siegford and Corrina C. Esvelt-Siegford** (11917 Hidden  
4 Valley Road, Rathdrum, ID 83858; gsiegford@msn.com; (208) 661-1842): Mr. and  
5 Mrs. Siegford are believed to have knowledge of their communications with Mr.  
6 Chittick, their investments in DenSco, and their communications with Mr. Beauchamp  
7 after Mr. Chittick's death.

8           **89. Gary D. and Judith Siegford** (212 Ironwood Drive, Suite D,  
9 PMB #313, Coeur d'Alene, ID 83814): Mr. and Mrs. Siegford are believed to have  
10 knowledge of their communications with Mr. Chittick, their investments in DenSco  
11 through the Trust, and their communications with Mr. Beauchamp after Mr. Chittick's  
12 death.

13           **90. Carsyn P. Smith** c/o Deanna M. Smith (4901 E. Tomahawk Trail,  
14 Paradise Valley, AZ 85253; dmsmith99@me.com; (602) 432-4227): Ms. Smith is  
15 believed to have knowledge of her communications with Mr. Chittick, her investments  
16 in DenSco, and her communications with Mr. Beauchamp after Mr. Chittick's death.

17           **91. McKenna Smith** c/o Deanna M. Smith (4901 E. Tomahawk Trail,  
18 Paradise Valley, AZ 85253): Ms. Smith is believed to have knowledge of her  
19 communications with Mr. Chittick, her investments in DenSco, and her  
20 communications with Mr. Beauchamp after Mr. Chittick's death.

21           **92. Branson and Sandra Smith** (9261 E. Northview Court, Tucson,  
22 AZ 85749; aztonysmith@aol.com; (520) 299-9791): Mr. or Mrs. Smith is believed to  
23 have knowledge of their communications with Mr. Chittick, their investments in  
24 DenSco through the Trust and their IRA, and their communications with Mr.  
25 Beauchamp after Mr. Chittick's death.

26           **93. Tom Smith** (4901 E. Tomahawk Trial, Paradise Valley, AZ  
27 85253): Mr. Smith is believed to have knowledge of his communications with Mr.  
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1 Chittick, his investments in DenSco individually and through his IRA, and his  
2 communications with Mr. Beauchamp after Mr. Chittick's death.

3           94.     **Tony Smith** (9261 E. Northview Court, Tucson, AZ 85749): Mr.  
4 Smith is believed to have knowledge of his communications with Mr. Chittick, his  
5 investments in DenSco, and his communications with Mr. Beauchamp after Mr.  
6 Chittick's death.

7           95.     **Donald E. and Lucinda Sterling** (2101 Bonnie Drive, Payette, ID  
8 83661; don-cindy@cableone.net; (208) 401-6156): Mr. and Mrs. Sterling are believed  
9 to have knowledge of their communications with Mr. Chittick, their investments in  
10 DenSco, and their communications with Mr. Beauchamp after Mr. Chittick's death.

11           96.     **Bill Swirtz** (6054 W. Trovita Place, Chandler, AZ 85226;  
12 Bill.Swirtz@apollogrp.edu; (602) 315-8080): Mr. Swirtz is believed to have  
13 knowledge of his communications with Mr. Chittick, his investments in DenSco, and  
14 his communications with Mr. Beauchamp after Mr. Chittick's death.

15           97.     **Nancy Swirtz** (6054 W. Trovita Place, Chandler, AZ 85226): Ms.  
16 Swirtz is believed to have knowledge of her communications with Mr. Chittick, her  
17 investments in DenSco, and her communications with Mr. Beauchamp after Mr.  
18 Chittick's death.

19           98.     **Coralee Thompson** (23233 N. Pima Road #113-240, Scottsdale,  
20 AZ 85255; thompseg2@cox.net; (480) 993-8080): Ms. Thompson is believed to have  
21 knowledge of her communications with Mr. Chittick, her investments in DenSco, and  
22 her communications with Mr. Beauchamp after Mr. Chittick's death.

23           99.     **Gary L. Thompson** (23233 N. Pima Road #113-240, Scottsdale,  
24 AZ 85255; thompseg2@cox.net; (480) 993-8080): Mr. Thompson is believed to have  
25 knowledge of his communications with Mr. Chittick, his investments in DenSco, and  
26 his communications with Mr. Beauchamp after Mr. Chittick's death.  
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1                   100. **James A. Trainor** (6113 S. Greensferry Road, Coeur d'Alene, ID  
2 83814; jimmy@flytrapproductions.com; (208) 676-8072): Mr. Trainor is believed to  
3 have knowledge of his communications with Mr. Chittick, his investments in DenSco,  
4 and his communications with Mr. Beauchamp after Mr. Chittick's death.

5                   101. **Stephen Tuttle** (6428 E. Evans Drive, Scottsdale, AZ 85254;  
6 steve@taser.com; (602) 451-8529): Mr. Tuttle is believed to have knowledge of his  
7 communications with Mr. Chittick, his investments in DenSco, and his communications  
8 with Mr. Beauchamp after Mr. Chittick's death.

9                   102. **Wade A. Underwood** (P.O. Box 1311, Sisters, OR 97759;  
10 wunderwood@boxer.com; (480) 227-4658): Mr. Underwood is believed to have  
11 knowledge of his communications with Mr. Chittick, his investments in DenSco, and  
12 his communications with Mr. Beauchamp after Mr. Chittick's death.

13                   103. **Jolene Page Walker** (8620 N. 52nd Street, Paradise Valley, AZ  
14 85253; jwalker113@cox.net; (480) 220-5200): Ms. Walker is believed to have  
15 knowledge of her communications with Mr. Chittick, her investments in DenSco, and  
16 her communications with Mr. Beauchamp after Mr. Chittick's death.

17                   104. **Laurie A. Weiskopf** (P.O. Box 161097, Big Sky, MT 59716-  
18 1000): Ms. Weiskopf is believed to have knowledge of her communications with Mr.  
19 Chittick, her investments in DenSco through her IRA, and her communications with  
20 Mr. Beauchamp after Mr. Chittick's death.

21                   105. **Thomas D. Weiskopf** (P.O. Box 161097, Big Sky, MT 59716-  
22 1000): Mr. Weiskopf is believed to have knowledge of his communications with Mr.  
23 Chittick, his investments in DenSco through his IRA, and his communications with Mr.  
24 Beauchamp after Mr. Chittick's death.

25                   106. **Carol J. Wellman** (12119 Whitley Manor Drive, Chesterfield, VA  
26 23838; mikewellman1@comcast.net; (804) 338-3006): Ms. Wellman is believed to  
27 have knowledge of her communications with Mr. Chittick, her investments in DenSco  
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1 through her IRAs, and her communications with Mr. Beauchamp after Mr. Chittick's  
2 death.

3           **107. Wellman Family Trust** (12119 Whitley Manor Drive,  
4 Chesterfield, VA 23838; mikewellman1@comcast.net; (804) 338-3006): A Trustee of  
5 the Wellman Family Trust is believed to have knowledge of its communications with  
6 Mr. Chittick, its investments in DenSco, and its communications with Mr. Beauchamp  
7 after Mr. Chittick's death.

8           **108. Brian and Carla Wenig** (19 E. Canterbury Court, Phoenix, AZ  
9 85022; bwenig@cox.net; (602) 300-5665 Brian; (602) 703-7313 Carla): Mr. and Mrs.  
10 Wenig are believed to have knowledge of their communications with Mr. Chittick, their  
11 investments in DenSco through the Trust, and their communications with Mr.  
12 Beauchamp after Mr. Chittick's death.

13           **109. Mark and Debbie Wenig** (4445 E. Desert Willow Drive, Phoenix,  
14 AZ 85044; mwenig@insight.com; (480) 227-7777): Mr. and Mrs. Wenig are believed  
15 to have knowledge of their communications with Mr. Chittick, their investments in  
16 DenSco, and their communications with Mr. Beauchamp after Mr. Chittick's death.

17           **110. Yusuf Yuldiz** (1609 W. 17th Street, Tempe, AZ 85281; (480) 258-  
18 8171): Mr. Yuldiz is believed to have knowledge of his communications with Mr.  
19 Chittick, his investments in DenSco, and his communications with Mr. Beauchamp  
20 after Mr. Chittick's death.

21           **111. Leslie Jones** c/o Michael Zones (8 Briarcliff Drive, Huntington,  
22 WV 25704; czj528@hotmail.com; (304) 429-6741 ext. 2712): Mr. Zones is believed to  
23 have knowledge of his communications with Mr. Chittick, his investments in DenSco,  
24 and his communications with Mr. Beauchamp after Mr. Chittick's death.

25           **112. Michael Zones** (8 Briarcliff Drive, Huntington, WV 25704;  
26 czj528@hotmail.com; (304) 429-6741 ext. 2712): Mr. Zones is believed to have  
27  
28

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

3 **C. DenSco Borrowers and Persons Affiliated With Them**

4 1. **Luigi Amoroso** (contact information to be added): Mr. Amoroso  
5 worked with Menaged in bidding on and acquiring properties subject to foreclosure.

6 2. **Veronica Castro (RRM Phoenix, 230 N. First Avenue, Suite**  
7 **405, Phoenix, AZ 85003)**: Ms. Castro was Scott Menaged's assistant and has  
8 knowledge of deeds, mortgages and other instruments signed by Menaged during 2013  
9 that she notarized.

10 3. **Jeffrey C. Goulder** (Stinson Leonard Street LLP, 1850 N. Central  
11 Avenue, Suite 1200, Phoenix, AZ 85004; (602) 212-8531): Mr. Goulder is an attorney  
12 who represented Scott Menaged in connection with the Term Sheet and Forbearance  
13 Agreement. He is believed to have knowledge of those agreements and his  
14 communications with Mr. Beauchamp regarding them.

15 4. **Cody Jess** (Schian Walker PLC, 1850 N. Central Avenue,  
16 Suite 900, Phoenix, AZ 85004; (602) 277-1501): Mr. Jess is an attorney who  
17 represented Scott Menaged in a bankruptcy proceeding. He is believed to have  
18 knowledge of that proceeding and of his communications with Mr. Beauchamp relating  
19 to that proceeding.

20 5. **Scott Menaged** (c/o Molly Patricia Brizgys, 2210 S. Mill Avenue,  
21 Suite 7A, Tempe, AZ 85282; (602) 460-9013): Mr. Menaged has knowledge of his  
22 dealings with Mr. Chittick and Mr. Beauchamp.

23 **D. Current or Former Clark Hill Attorneys and Employees**

24 1. **Robert Anderson** (c/o John DeWulf, Coppersmith Brockelman,  
25 PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
26 Anderson is an attorney who was involved in Clark Hill's representation of DenSco.  
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1                   2.     **David Beauchamp** (c/o John DeWulf, Coppersmith Brockelman,  
2     PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
3     Beauchamp is an attorney who was involved in Clark Hill's representation of DenSco.

4                   3.     **Lindsay Grove** (c/o John DeWulf, Coppersmith Brockelman,  
5     PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Ms.  
6     Grove is a legal assistant who worked with David Beauchamp during the relevant time  
7     period and is believed to have knowledge of certain documents received or sent by Mr.  
8     Beauchamp.

9                   4.     **Ryan Lorenz** (c/o John DeWulf, Coppersmith Brockelman, PLC,  
10    2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
11    Lorenz submitted proofs of claim to the Receiver in June 2017 and gave an affidavit in  
12    support of those proofs of claim which summarized certain work Clark Hill performed  
13    during its representation of DenSco.

14                  5.     **Darra Lynn Rayndon** (c/o John DeWulf, Coppersmith  
15    Brockelman, PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602)  
16    224-0999): Ms. Rayndon is an attorney who initiated a probate proceeding on  
17    August 4, 2016 in which she and Clark Hill represented Shawna Chittick Heuer in her  
18    capacity as the Personal Representative of Denny Chittick's Estate. She is believed to  
19    have knowledge of any discussions within Clark Hill that may have occurred regarding  
20    conflicts of interest arising from the firm's separate representation of DenSco.

21                  6.     **Daniel Schenck** (c/o John DeWulf, Coppersmith Brockelman,  
22    PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
23    Schenck is an attorney who was involved in Clark Hill's representation of DenSco.

24                  7.     **Michelle M. Tran** (c/o John DeWulf, Coppersmith Brockelman,  
25    PLC, 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Ms.  
26    Tran is an attorney who initiated a probate proceeding on August 4, 2016 in which she  
27    and Clark Hill represented Shawna Chittick Heuer in her capacity as the Personal  
28

1 Representative of Denny Chittick's Estate. She is believed to have knowledge of any  
2 discussions within Clark Hill that may have occurred regarding conflicts of interest  
3 arising from the firm's separate representation of DenSco.

4 **E. Current or Former Bryan Cave Attorneys**

5  
6 1. **Ray Burgan** (Zenfinity Capital LLC, 14850 N. Scottsdale Road,  
7 No. 295, Scottsdale, Arizona, 85254; (480) 292-8111): Mr. Burgan is an attorney who  
8 was formerly associated with Bryan Cave and is believed to have knowledge of work  
9 he performed for DenSco and David Beauchamp's representation of DenSco while  
10 Beauchamp was affiliated with Bryan Cave.

11 2. **Michael Dvoren** (Jaburg & Wilk PC, 3200 N. Central Avenue,  
12 Suite 2000, Phoenix, Arizona 85012; (602) 248-1000): Mr. Dvoren is an attorney who  
13 was formerly associated with Bryan Cave and is believed to have knowledge of work  
14 he performed for DenSco and David Beauchamp's representation of DenSco while  
15 Beauchamp was affiliated with Bryan Cave.

16 3. **Robert Endicott** (Bryan Cave LLP, One Metropolitan Square, 211  
17 North Broadway, Suite 3600, St. Louis, MO 63102; (314) 259-2000): Mr. Endicott is  
18 an attorney who is believed to have knowledge of his communications with David  
19 Beauchamp in the summer of 2013 regarding DenSco.

20 4. **Kenneth L. Henderson** (Bryan Cave LLP, 1290 Avenue of the  
21 Americas, New York, NY, 10104; (212) 541-2000): Mr. Henderson is an attorney who  
22 is believed to have knowledge of his communications with David Beauchamp in the  
23 summer of 2013 regarding DenSco.

24 5. **Garth Jensen** (Sherman & Howard L.L.C., 633 Seventeenth  
25 Street, Suite 3000, Denver, CO 80202; (303) 297-2900): Mr. Jensen is an attorney who  
26 was formerly associated with Bryan Cave and is believed to have knowledge of his  
27 communications with David Beauchamp in the summer of 2013 regarding DenSco.  
28

1                   6.     **Logan Miller** (Apollo Education Group, Inc., 4025 S. Riverpoint  
2 Parkway, Phoenix, AZ 85040; (800) 990-2765): Mr. Miller is an attorney who was  
3 formerly associated with Bryan Cave and is believed to have knowledge of work he  
4 performed for DenSco and David Beauchamp's representation of DenSco while  
5 Beauchamp was affiliated with Bryan Cave.

6                   7.     **Robert Miller:** (Bryan Cave LLP, Two N. Central, Suite 2100,  
7 Phoenix, Arizona 85004; (602) 364-7099): Mr. Miller is an attorney who  
8 communicated with David Beauchamp in January 2014 in connection with the demand  
9 letter described above and is believed to have knowledge of those communications.

10                  8.     **Robert Pedersen** (Bryan Cave LLP, 1290 Avenue of the  
11 Americas, New York, NY, 10104; (212) 541-2000): Mr. Pedersen is an attorney who is  
12 believed to have knowledge of his communications with David Beauchamp in the  
13 summer of 2013 regarding DenSco.

14                  9.     **Nancy Pohl** (Gallagher & Kennedy PA, 2575 E. Camelback Road,  
15 Suite 1100, Phoenix, Arizona 85016; (602) 530-8052): Ms. Pohl is an attorney who was  
16 formerly associated with Bryan Cave and is believed to have knowledge of work she  
17 performed for DenSco and David Beauchamp's representation of DenSco while  
18 Beauchamp was affiliated with Bryan Cave.

19                  10.    **Gus Schneider** (Bryan Cave LLP, Two N. Central, Suite 2100,  
20 Phoenix, AZ 85004; (602) 364-7099): Mr. Schneider is an attorney who is associated  
21 with Bryan Cave and is believed to have knowledge of work he performed for DenSco  
22 and David Beauchamp's representation of DenSco while Beauchamp was affiliated  
23 with Bryan Cave.

24                  11.    **Elizabeth Sipes** (Bryan Cave LLP, 1700 Lincoln Street,  
25 Suite 4100, Denver, CO 80203; (303) 861-7000): Ms. Sipes is an attorney who is  
26 believed to have knowledge of her communications with David Beauchamp in the  
27 summer of 2013 regarding DenSco.  
28

1                   12.     **Jonathan Stern** (contact information not known): Mr. Stern is an  
2 attorney who is associated with Bryan Cave and is believed to have knowledge of work  
3 he performed for DenSco and David Beauchamp's representation of DenSco while  
4 Beauchamp was affiliated with Bryan Cave.

5                   13.     **Randy Wang** (Bryan Cave LLP, One Metropolitan Square, 211 N.  
6 Broadway, Suite 3600, St. Louis, MO 63102; (314) 259-2000): Mr. Wang is an  
7 attorney who is believed to have knowledge of his communications with David  
8 Beauchamp in the summer of 2013 regarding DenSco.

9                   14.     **Mark Weakley** (Bryan Cave LLP, One Boulder Plaza, 1801 13th  
10 Street, Suite 300, Boulder, CO 80302; (303) 444-5955): Mr. Weakley is an attorney  
11 who is believed to have knowledge of his communications with David Beauchamp in  
12 the summer of 2013 regarding DenSco.

13  
14           **F.     Current or Former Gammage & Burnham Attorneys**

15                   1.     **Christopher L. Raddatz** (Gammage & Burnham, PLC, Two N.  
16 Central Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-0566): Mr. Raddatz is an  
17 attorney who represented the Estate of Denny Chittick and Shawna Chittick Heuer in  
18 her capacity as the Personal Representative of Denny Chittick's Estate.

19                   2.     **Kevin R. Merritt** (Gammage & Burnham, PLC, Two N. Central  
20 Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-0566): Mr. Merritt is an attorney  
21 who in 2007 advised DenSco regarding its loan agreements. Beginning in August  
22 2016, he represented the Estate of Denny Chittick and Shawna Chittick Heuer in her  
23 capacity as the Personal Representative of Denny Chittick's Estate.

24                   3.     **James F. Polese** (Gammage & Burnham, PLC, Two N. Central  
25 Avenue, 15th Floor, Phoenix, AZ 85004; (602) 256-0566): Mr. Polese is an attorney  
26 who represented the Estate of Denny Chittick and Shawna Chittick Heuer in her  
27 capacity as the Personal Representative of Denny Chittick's Estate.

1           **G.     Persons Affiliated With the Arizona Corporation Commission,**  
2           **Securities Division**

3           1.     **Gary Clapper** (1300 W. Washington, Third Floor, Phoenix, AZ  
4           85007; (602) 542-0152): Mr. Clapper is Chief Investigator, Arizona Corporation  
5           Commission, Securities Division. He is believed to have knowledge of the ACC's  
6           investigation of DenSco in August 2016, events leading to the ACC's filing of an  
7           application for a preliminary injunction and the appointment of a receiver, and his  
8           communications with Mr. Beauchamp.

9           2.     **Wendy Coy** (1300 W. Washington, Third Floor, Phoenix, AZ  
10          85007; (602) 542-0633): Ms. Coy is Director of Enforcement, Arizona Corporation  
11          Commission, Securities Division. She is believed to have knowledge of the ACC's  
12          investigation of DenSco in August 2016, events leading to the ACC's filing of an  
13          application for a preliminary injunction and the appointment of a receiver, her  
14          communications with Mr. Beauchamp.

15           **H.     The Receiver, His Employees and Attorneys**

16          1.     **Peter S. Davis** (c/o Colin Campbell and Geoffrey Sturr, Osborn  
17          Maledon, P.A., 2929 N. Central Avenue, Suite 2100, Phoenix, AZ 85012; (602) 640-  
18          9377): Mr. Davis has knowledge of work he has performed as DenSco's Receiver, as  
19          set forth in reports he has issued in the course of his work.

20          2.     **Ryan W. Anderson** (Guttilla Murphy Anderson, 5415 E. High  
21          Street, Suite 200, Phoenix, AZ 85054; (480) 304-8300): Mr. Anderson is an attorney  
22          who represents the Receiver. He has knowledge of the receivership proceeding and his  
23          communications with participants in that proceeding.

24          3.     **Sara Beretta** (c/o Colin Campbell and Geoffrey Sturr, Osborn  
25          Maledon, P.A., 2929 N. Central Avenue, Suite 2100, Phoenix, AZ 85012; (602) 640-  
26          9377): Ms. Beretta is a Director of Simon Consulting and has knowledge of DenSco's  
27          books and records and work performed by the Receiver, as set forth in reports he has  
28          issued in the course of his work.

1           **I.       Lenders Who Negotiated With Chittick and Menaged During**  
2                   **January 2014**

3                   1.       **Craig Cardon** (contact information to be added): Mr. Cardon is a  
4 member of Azben Limited, LLC and is believed to have knowledge of his  
5 communications with Chittick and Menaged regarding the January 6, 2014 demand  
6 letter discussed above.

7                   2.       **Daniel Diethelm** (contact information to be added): Mr. Diethelm  
8 is a manager of Geared Equity, LLC and is believed to have knowledge of his  
9 communications with Chittick and Menaged regarding the January 6, 2014 demand  
10 letter discussed above

11                  3.       **Lynn Hoebing** (contact information to be added): Mr. Hoebing is  
12 a manager of 50780, LLC and is believed to have knowledge of his communications  
13 with Chittick and Menaged regarding the January 6, 2014 demand letter discussed  
14 above.

15           **J.       Other Persons**

16                  1.       **Rick Carney** (contact information to be added): Mr. Carney was  
17 formerly affiliated with Quarles & Brady and provided legal services to DenSco as  
18 described above. He is believed to have knowledge of those services and his  
19 communications with Denny Chittick and David Beauchamp relating to those services.

20                  2.       **Gregg Reichman** (believed to be c/o Andrew Abraham, Burch &  
21 Cracchiolo, P.A., 702 E. Osborn Road, Suite 200, Phoenix, AZ 85014; (602) 234-  
22 9917): Mr. Reichman is a current or former member of Active Funding Group, LLC.  
23 He is believed to have knowledge of dealings between Active Funding Group, LLC and  
24 Menaged.

25           **V.       PERSONS WHO HAVE GIVEN STATEMENTS**

26                  1.       **Luigi Amoroso** (contact information to be added): Mr. Amoroso gave a  
27 deposition in the receivership proceeding on December 14, 2016. The Receiver's  
28 counsel is the custodian of the transcript of that deposition.

1           2.       **Robert Anderson** (c/o John DeWulf, Coppersmith Brockelman, PLC,  
2 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
3 Anderson gave a deposition in this case, the original transcript of which is in the  
4 possession of the Receiver's counsel.

5           3.       **David Beauchamp** (c/o John DeWulf, Coppersmith Brockelman, PLC,  
6 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
7 Beauchamp executed a declaration dated August 17, 2016 that was submitted to the  
8 court in the Receivership Proceeding in support of the Estate's Recommendations re  
9 Receiver and Attorney/Client Privilege. The Estate's counsel, Gammage & Burnham,  
10 is believed to be the custodian of the original declaration. Mr. Beauchamp has also  
11 given a deposition in this case, the original transcript of which is in the possession of  
12 the Receiver's counsel.

13           4.       **Shawna Chittick Heuer** (c/o Greg Fairbourne, Bonnett Fairbourn  
14 Friedman & Balint PC 2325 E. Camelback Rd., Suite 300, Phoenix, AZ 85016): Ms.  
15 Heuer gave a deposition in this case. Clark Hill's counsel is believed to be the  
16 custodian of the original transcript of that deposition.

17           5.       **Scott Menaged** (c/o Molly Patricia Brizgys, 2210 S. Mill Avenue,  
18 Suite 7A, Tempe, AZ 85282; (602) 460-9013): On October 20, 2016, Mr. Menaged  
19 gave testimony during a Rule 2004 Examination that was taken in connection with Mr.  
20 Menaged's bankruptcy proceeding. The Receiver's counsel is the custodian of the  
21 transcript of that deposition.

22           On December 8, 2017, Mr. Menaged was interviewed by Ken Frakes, Special  
23 Counsel to the Receiver, before a court reporter. Mr. Frakes is believed to be the  
24 custodian of the transcript of that interview.

25           6.       **Ryan Lorenz** (c/o John DeWulf, Coppersmith Brockelman, PLC, 2800  
26 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr. Lorenz gave  
27 an affidavit in support of notices of claim Clark Hill submitted to the Receiver. He is  
28 believed to be the custodian of the original affidavit.

1           7.       **Daniel Schenck** (c/o John DeWulf, Coppersmith Brockelman, PLC,  
2 2800 N. Central Avenue, Suite 1200, Phoenix, AZ 85004; (602) 224-0999): Mr.  
3 Schenck gave a deposition in this case, the original transcript of which is in the  
4 possession of the Receiver's counsel.

5           8.       **Steve Bunger** (6134 W. Trovita Place, Chandler, AZ 85226): Mr.  
6 Bunger gave a deposition in this case, the original transcript of which is in the  
7 possession of Clark Hill's counsel.

8           9.       **Anthony Burdett**: Mr. Burdett gave a deposition in this case, the  
9 original transcript of which is in the possession of Clark Hill's counsel.

10          10.       **Warren Bush**: Mr. Bush gave a deposition in this case, the original  
11 transcript of which is in the possession of Clark Hill's counsel.

12          11.       **Ranasha Chittick**: Ms. Chittick gave a deposition in this case, the  
13 original transcript of which is in the possession of Clark Hill's counsel.

14          12.

15          13.       **Dori Ann Davis**: Ms. Davis gave a deposition in this case, the original  
16 transcript of which is in the possession of Clark Hill's counsel.

17          14.       **Peter Davis**: Mr. Davis gave a deposition in this case, the original  
18 transcript of which is in the possession of Clark Hill's counsel.

19          15.       **Russell Dupper**: Mr. Duper gave a deposition in this case, the original  
20 transcript of which is in the possession of Clark Hill's counsel.

21          16.       **Victor Gojcay**: Mr. Gojcay gave a deposition in this case, the original  
22 transcript of which is in the possession of Clark Hill's counsel.

23          17.       **Scott Gould**: Mr. Gould gave a deposition in this case, the original  
24 transcript of which is in the possession of Clark Hill's counsel.

25          18.       **Ed Hood**: Mr. Hood gave a deposition in this case, the original  
26 transcript of which is in the possession of the Receiver's counsel.

27          19.       **Brian Imdieke**: Mr. Imdieke gave a deposition in this case, the original  
28 transcript of which is in the possession of Clark Hill's counsel.

1           20.       **Paul Kent:** Mr. Kent gave a deposition in this case, the original  
2 transcript of which is in the possession of Clark Hill's counsel.

3           21.       **Robert Koehler:** Mr. Koehler gave a deposition in this case, the  
4 original transcript of which is in the possession of Clark Hill's counsel.

5           22.       **Barry Luchtel:** Mr. Luchtel gave a deposition in this case, the original  
6 transcript of which is in the possession of Clark Hill's counsel.

7           23.       **Patricia Miller:** Ms. Miller gave a deposition in this case, the original  
8 transcript of which is in the possession of Clark Hill's counsel.

9           24.       **Kevin Olson:** Mr. Crabill gave a deposition in this case, the original  
10 transcript of which is in the possession of Clark Hill's counsel.

11          25.       **John Ray:** Mr. Ray gave a deposition in this case, the original transcript  
12 of which is in the possession of Clark Hill's counsel.

13          26.       **Gregg Reichman:** Mr. Reichman gave a deposition in this case, the  
14 original transcript of which is in the possession of Clark Hill's counsel.

15          27.       **Scott Rhodes:** Mr. Rhodes gave a deposition in this case, the original  
16 transcript of which is in the possession of Clark Hill's counsel.

17          28.       **GE Siegford:** Mr. Siegford gave a deposition in this case, the original  
18 transcript of which is in the possession of Clark Hill's counsel.

19          29.       **Mark Sifferman:** Mr. Sifferman gave a deposition in this case, the  
20 original transcript of which is in the possession of the Receiver's counsel.

21          30.       **William Swirtz:** Mr. Swirtz gave a deposition in this case, the original  
22 transcript of which is in the possession of Clark Hill's counsel.

23          31.       **Coralee Thompson:** Ms. Thompson gave a deposition in this case, the  
24 original transcript of which is in the possession of Clark Hill's counsel.

25          32.       **Steven Tuttle:** Mr. Tuttle gave a deposition in this case, the original  
26 transcript of which is in the possession of Clark Hill's counsel.

27          33.       **Kevin Potempa:** Mr. Potempa gave a deposition in this case, the  
28 original transcript of which is in the possession of Clark Hill's counsel.

1           34.       **Michelle Tran:** Ms. Tran gave a deposition in this case, the original  
2 transcript of which is in the possession of the Receiver's counsel.

3 **VI. EXPERT WITNESSES EXPECTED TO BE CALLED AT TRIAL**

4           Certain fact witnesses in the case have expert credentials. For example, the  
5 Receiver is an accountant and is certified in fraud investigations. The Receiver has  
6 prepared various reports in the case which have been identified as trial exhibits. These  
7 reports contain conclusions as to the frauds involved in the case, and the impact and  
8 loss created by these frauds. In an excess of caution, the Receiver's counsel discloses  
9 that certain fact witnesses in the case such as the Receiver also, by reason of their  
10 training and experience, have expert opinions in the case by reason of the work they  
11 performed.

12           Densco's business records consist in large part on computer hard drives that  
13 have been secured through discovery. Densco was a one-man shop, and that one man is  
14 now deceased. For purposes of evidentiary foundation for records, the Receiver has  
15 retained a computer data expert who can testify as to data characteristics of the business  
16 records that were retained on the hard drive.

17           The Defendants have retained and disclosed expert witnesses. Some opinions of  
18 the Defendants' expert witnesses support Plaintiff's case. For example, the mandatory  
19 nature of Clark Hill's duty to withdraw in May 2014, or the ability to do a "noisy"  
20 withdrawal, or how a reasonable and prudent risk manager in a law firm would act  
21 under the circumstances of this case all support the Plaintiff's claim. In an excess of  
22 caution, the Receiver discloses that it may play parts of the Defendants' expert witness  
23 deposition testimony in its case in chief.

24           Experts hired for purposes of testimony in this case are:

25           1.       **Neil Wertlieb:** *See* report dated March 26, 2019, a copy of which is  
26 attached as **Appendix A**, and rebuttal report dated June 4, 2019, a copy of which is  
27 attached as **Appendix B**.  
28

1           2.       **David Weekly:** *See* report dated April 4, 2019, a copy of which is  
2 attached as **Appendix C**, and rebuttal report dated June 5, 2019, a copy of which is  
3 attached as **Appendix D**.

#### 4       **VII. COMPUTATION AND MEASURE OF DAMAGES**

5           The computation and measure of damages sought by the Receiver is set forth in  
6 Mr. Weekly's reports attached as Appendices C & D. Those reports will be  
7 supplemented to address the Receiver's claim for punitive damages when Clark Hill  
8 discloses financial information the Receiver has sought through written discovery.

9           Although the Receiver in his reports calculated damages in a different  
10 conceptual way, the Receiver's calculation of damages is corroborative of Mr.  
11 Weekly's reports.

#### 12       **VIII. ANTICIPATED TRIAL EXHIBITS**

13           A list of exhibits the Receiver presently anticipates using at trial is attached as  
14 **Appendix E**.

15           The Receiver notes that any document, whether marked as a trial exhibit or not,  
16 may be used to refresh a witnesses' recollection. Any relevant document listed below  
17 or disclosed in discovery may be used for that purpose. For example, investor  
18 witnesses wrote victim impact letters to Judge Snow for the Managed sentencing. Such  
19 letters can be used to refresh investor recollections as to what impact the loss of their  
20 funds had upon them or their families.

21           Under the rules of evidence, a learned treatise may be introduced by a witness  
22 reading the relevant part of a learned treatise into the record. The Receiver notes that it  
23 may utilize learned treatises in examination of expert witnesses and read sections into  
24 the record. For example, *see* learned treatises marked as exhibits in the deposition of  
25 Scott Rhodes.  
26  
27  
28

1 **IX. DOCUMENTS THAT MAY BE RELEVANT**

2 1. Documents maintained in the Document Depository established by the  
3 Receiver pursuant to an underlying Court Order dated January 1, 2017 in the matter  
4 entitled *Ariz. Corp. Comm'n v. DenSco Investment Corp.*, Maricopa County Superior  
5 Court CV2016-014142. The most recent index is attached as **Appendix F**. Certain  
6 documents relevant to the receivership are also publicly available on a website  
7 maintained by the Receiver: <http://denscoreceiver1.godaddysites.com/>.

8 a. The Receiver's counsel has caused to be deposited into the  
9 Depository documents received from Defendants' counsel and third parties, and  
10 will continue to do so as this matter proceeds.

11 b. The Receiver's counsel will provide Defendants' counsel with  
12 updated indices of documents maintained in the Document Depository as they  
13 become available. To update the index attached to Plaintiff's Fifth Disclosure  
14 Statement, updated indices were sent to Clark Hill's counsel on January 10,  
15 2019, March 12, 2019, April 17, 2019, July 9, 2019 and August 9, 2019.

16 c. The Receiver also updates the website periodically.

17 2. The Receiver will rely on documents maintained in the Document  
18 Depository and on the Receiver's website to support his claims in this action, as well as  
19 publicly available documents such as the recorded instruments referenced in the factual  
20 narrative above.

21 3. The Receiver's counsel plans to compile, number, and produce to  
22 Defendants' counsel certain documents it has obtained from the Depository, the  
23 Receiver's website, and other publicly available documents that the Receiver may  
24 designate as trial exhibits.

25 a. The Receiver's March 27, 2018 production (Second Disclosure  
26 Statement) included documents numbered RECEIVER\_000001- 001345.

27 i. The March 27, 2018 production included copies of the  
28 DenSco Corporate Journals for 2013, 2014, 2015 and 2016, which have

1           been numbered RECEIVER\_000001-000164. They replaced copies of  
2           those documents that were produced on September 5, 2017 and which  
3           were incorrectly numbered DIC0011918-0012081.

4                 ii.       The March 27, 2018 production included publicly available  
5           documents, such as the recorded instruments referenced in the factual  
6           narrative above (RECEIVER\_000165-RECEIVER\_001345).

7                 b.       The Receiver's May 15, 2018 production (Third Disclosure  
8           Statement) included Clark Hill's documents numbered RECEIVER\_001325-  
9           RECEIVER\_001497.

10                c.       The Receiver's July 11, 2018 production (Fourth Disclosure  
11           Statement) included Clark Hill's notices of claim, which were numbered  
12           RECEIVER\_001498-RECEIVER\_001538, and publicly recorded documents,  
13           which were numbered RECEIVER\_001539-RECEIVER\_001548.

14                d.       The November 14, 2018 production (Fifth Disclosure Statement)  
15           included documents obtained from the Document Depository numbered  
16           RECEIVER\_001549-RECEIVER\_001711.

17                e.       Other documents from the Document Depository, the Receiver's  
18           website, or publicly available sources that the Receiver may designate as trial  
19           exhibits will be numbered and produced through one or more supplemental  
20           disclosure statements.

21           4.       In addition to the documents set forth above,

22                 a.       on October 30, 2018, the Receiver's counsel produced to  
23           Defendants' counsel documents evidencing communications between the  
24           Receiver and the Estate of Chittick, which were numbered RECEIVER\_  
25           001712-002517.

26                 b.       on March 15, 2019, the Receiver's counsel produced to  
27           Defendants' counsel documents numbered RECEIVER\_002518-004487.  
28

1 c. on March 15, 2019, the Receiver's counsel produced to  
2 Defendants' counsel documents numbered RECEIVER\_ 004488-004896.

3 d. on April 4, 2019, the Receiver's counsel produced to  
4 Defendants' counsel documents numbered RECEIVER\_ 004897-005186.

5 e. on April 16, 2019, the Receiver's counsel produced to  
6 Defendants' documents numbered RECEIVER\_ 005187-005188.

7 f. on May 2, 2019, the Receiver's counsel produced to  
8 Defendants' counsel documents numbered RECEIVER\_ 005189-005195.

9 g. on May 8, 2019, the Receiver's counsel produced to  
10 Defendants' counsel a document numbered RECEIVER\_ 005196.

11 h. on June 4, 2019, the Receiver's counsel produced to  
12 Defendants' counsel documents numbered RECEIVER\_ 005197-005542.

13 i. on July 2, 2019, the Receiver's counsel produced to  
14 Defendants' counsel documents numbered RECEIVER\_ 005543-005545.

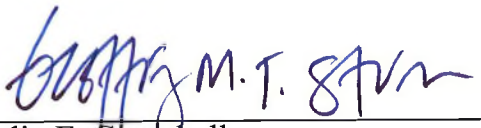
15 j. on July 11, 2019, the Receiver's counsel produced to  
16 Defendants' counsel documents numbered RECEIVER\_ 005546-005627.

17 k. on September 6, 2019, The Receiver's counsel produced to  
18 Defendants' counsel documents numbered RECEIVER\_ 005628-005676.

19 DATED this 13<sup>th</sup> day of September, 2019.

20 OSBORN MALEDON, P.A.

21  
22 By

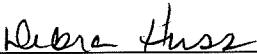
  
Colin F. Campbell  
Geoffrey M. T. Sturr  
Joseph N. Roth  
Joshua M. Whitaker  
2929 N. Central Avenue, Suite 2100  
Phoenix, Arizona 85012-2793

23  
24  
25  
26 *Attorneys for Plaintiff*  
27  
28

1 COPY of the foregoing served by mail  
2 this 13<sup>th</sup> day of September 2019, to:

3 John E. DeWulf  
4 Marvin C. Ruth  
5 Vidula U. Patki  
6 Coppersmith Brockelman PLC  
7 2800 N Central Ave., Suite 1900  
8 Phoenix, AZ 85004  
9 jdewulf@cblawyers.com  
10 mruth@cblawyers.com  
11 vpatki@cblawyers.com

12 *Attorneys for Defendants*

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1. I am the court-appointed receiver of DenSco Investment Corporation and in that capacity am the plaintiff in this action.
2. I have reviewed Plaintiff's Seventh Supplemental Disclosure Statement.
3. That document was prepared by Special Counsel, Osborn Maledon, and reflects information that Special Counsel has compiled based on its review of relevant documents.
4. To the best of my knowledge, information and belief, the information contained in Plaintiff's Seventh Supplemental Disclosure Statement is accurate.

Executed on September 16, 2019.

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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' TENTH  
SUPPLEMENTAL RULE 26.1  
DISCLOSURE STATEMENT**

18 Defendants Clark Hill PLC, David G. Beauchamp and Jane Doe Beauchamp  
19 (collectively, "Defendants") supplement their initial disclosure statement according to  
20 Arizona Rule of Civil Procedure 26.1. Defendants reserve the right to amend or supplement  
21 this disclosure statement as discovery progresses. **SUPPLEMENTS ARE IN BOLD.**

22 This case is in process and thus the content of this disclosure statement is preliminary  
23 and subject to supplementation, amendment, explanation, change and amplification. Because  
24 discovery is continuing, there may be information, documents, and materials related to the  
25 various allegations and defenses set forth in the pleadings of which Defendants are presently  
26 unaware. Defendants note that they do not currently have access to all potentially relevant

1 documents of the Plaintiff, or third parties, and that this disclosure statement is based upon  
2 information currently available to Defendants. Nothing in this disclosure statement is  
3 intended to be an admission of fact, an affirmation of the existence of any document, or an  
4 agreement with or an acceptance of any legal theory or allegation. The information set forth  
5 below is provided without waiving (1) the right to object to the use of such information for  
6 any purpose in this or any other action due to applicable privilege (including the work-product  
7 and attorney-client privileges), materiality, or any other appropriate grounds; (2) the right to  
8 object to any request involving or relating to the subject matter of the information in this  
9 disclosure statement; or (3) the right to revise, correct, supplement or clarify any of the  
10 information provided below. If any part of this statement is ever read to the jury, fairness  
11 would require that the jury be read this introductory statement and any supplementation,  
12 amendments, explanation, changes or amplifications which may occur or be filed subsequent  
13 to this disclosure statement.

14 Defendants also incorporate by reference into this disclosure statement all  
15 interrogatory answers, responses to requests for production, responses to requests for  
16 admission, other discovery and disclosure statements and supplements thereto in this action,  
17 all transcripts of any deposition taken in this action and any exhibits thereto, Defendants'  
18 expert reports and all supplements or addendums thereto, and Defendants' substantive  
19 briefing.

20 **I. FACTUAL BASIS OF CLAIMS AND DEFENSES.**

21 **A. Retention/Scope of Work**

22 For more than 35 years, since graduating with honors from the University of Michigan  
23 Law School in 1981, David Beauchamp has represented his clients in the areas of corporate  
24 law, securities, venture capital, and private equity with distinction and integrity.

25 One of those clients was DenSco Investment Corporation ("DenSco"), a company  
26 solely owned and managed by Denny Chittick. DenSco raised money from investors by

1 issuing general obligation notes to those investors at interest rates that varied depending on  
2 the note's maturity date. DenSco then invested those funds primarily by making high interest  
3 short-term loans to borrowers buying residential properties out of foreclosure, which loans  
4 were intended to be secured by deeds of trusts on those properties. Mr. Beauchamp started  
5 providing securities advice to DenSco in the early 2000s, while he was a partner at the law  
6 firm Gammage & Burnham. DenSco followed Mr. Beauchamp as a client when he left  
7 Gammage to join the law firm Bryan Cave in March 2008, and again when Mr. Beauchamp  
8 left Bryan Cave to join Clark Hill in September 2013.

9       Although the various firms' engagement letters with DenSco only specifically  
10 identified DenSco as the client, DenSco could not operate or engage with legal counsel  
11 except through its president and sole owner, Mr. Chittick. DenSco had no other employees;  
12 Mr. Chittick was responsible for all aspects of DenSco's business, and Mr. Chittick  
13 understood that Mr. Beauchamp, as an incident to Mr. Beauchamp's representation of  
14 DenSco, was also representing Mr. Chittick in his capacity as president of DenSco. The  
15 investors understood that as well. The private offering memoranda DenSco provided state  
16 that "legal counsel to the Company will represent the interests solely of the Company and its  
17 President, and will not represent the interests of any investor."

18       Shortly after Mr. Chittick's death, and in the midst of a chaotic time dealing with the  
19 fallout of his passing, Mr. Beauchamp stated in an August 10, 2016 letter to an Arizona  
20 Corporation Commission subpoena to Mr. Chittick that he had "not previously represented  
21 Denny Chittick" and that the ACC would need to request the personal information it sought,  
22 including Mr. Chittick's personal tax returns, from counsel for Mr. Chittick's estate. To the  
23 extent that Mr. Beauchamp's statement was not clear or that any clarification was necessary,  
24 Mr. Beauchamp averred in an August 17, 2016 declaration under oath that he represented  
25 DenSco and "Mr. Chittick as the President of DenSco." Mr. Beauchamp did not represent  
26 Mr. Chittick outside of his role as a corporate officer at DenSco.

1       Until mid-2013, Mr. Beauchamp's work as DenSco's securities counsel included,  
2 among other things, drafting DenSco's Private Offering Memoranda and related investor  
3 documents; advising DenSco regarding Blue Sky laws and state and federal securities  
4 reporting and filing requirements; advising DenSco as to the rules and regulations  
5 promulgated by state financial and lending authorities; and advising DenSco regarding the  
6 applicability of mortgage broker regulations. At times, it would also involve answering  
7 DenSco's questions regarding its Reg D filings and obligations. Although Mr. Beauchamp  
8 helped DenSco file its first set of Reg D documents in 2003, Mr. Chittick told Mr.  
9 Beauchamp thereafter that he did not want to pay a lawyer to review and file the Reg D  
10 documents, and that Mr. Chittick would take on that responsibility himself. That was not a  
11 surprising request, as Mr. Chittick repeatedly instructed Mr. Beauchamp to keep legal fees  
12 to a minimum. Consequently, although Mr. Beauchamp's paralegal initially helped Mr.  
13 Chittick understand the filing process and obtain access to the EDGAR filing site, in  
14 accordance with his client's wishes Mr. Beauchamp did not review DenSco's Reg D filings.

15       The scope of Mr. Beauchamp's representation of DenSco and its president was  
16 narrow. Further, the relationship was friendly, but professional. Mr. Beauchamp did not go  
17 to dinner or vacation with Mr. Chittick or his family. They did not play golf or otherwise  
18 socialize together.

19       Over the years, Mr. Chittick showed himself to be a trustworthy and savvy  
20 businessman, and a good client. He appeared to be devoted to his business and investors,  
21 many of whom were friends and family. Despite often complaining about the cost of legal  
22 services, Mr. Chittick appeared to follow Mr. Beauchamp's advice and provided information  
23 when asked for it, at least until the later years of the representation. It has since become clear  
24 that Mr. Chittick did not follow certain advice Mr. Beauchamp and his firms provided, and  
25 that Mr. Chittick did not always provide complete and accurate information to his attorneys,  
26 particularly in 2013 and 2014. Further, Mr. Beauchamp understood that DenSco utilized an

1 outside accountant, David Preston, to review DenSco's books and records and file its tax  
2 returns. It appears that Mr. Chittick also intentionally failed to provide complete and accurate  
3 information regarding DenSco and its finances to DenSco's accountant, thereby deceiving  
4 his accountant (whose advice on tax planning and other financial matters he also ignored at  
5 times). At no point did Mr. Beauchamp serve as DenSco's general corporate counsel, nor  
6 was Mr. Beauchamp engaged to review or approve DenSco financial statements or tax  
7 returns or to investigate borrowers.

#### 8 **B. The Private Offering Memoranda**

9 Mr. Beauchamp advised DenSco regarding its Private Offering Memoranda  
10 ("POMs"), which DenSco generally updated every two years. He helped draft the 2003,  
11 2005, 2007, 2009, and 2011 POMs. The POMs, however, had similar provisions and  
12 generally described DenSco's historical performance based on information provided by Mr.  
13 Chittick; set forth Mr. Chittick's authority to determine DenSco's "major business decisions  
14 and policies", and to make, amend, or deviate from those policies in Mr. Chittick's sole  
15 discretion; and set forth DenSco's aspirational lending standards (including its intent to  
16 "maintain a loan-to-value ratio below 70%" for both individual trust deeds that secure loans  
17 to borrowers from DenSco and the aggregate loan portfolio, as well as its intent to "achieve  
18 a diverse borrower base" with no borrower comprising more than 10-15% of the portfolio).  
19 The POMs also provided information regarding DenSco's lending history and loan portfolio.  
20 In preparing the POMs, Mr. Beauchamp would generally inquire of Mr. Chittick as to how  
21 DenSco was administering the loans and performing due diligence on the collateral. The  
22 Receiver has recently alleged that information in the 2011 POM that DenSco was raising and  
23 lending more money in 2011 than in prior years should have raised purported "red flags" for  
24 Mr. Beauchamp. Those allegations are unfounded (and irrelevant to the issues DenSco  
25 faced, which arose out of Mr. Chittick's decision, more than a year later, to lend exorbitant  
26 amounts directly to Menaged, without using a fiduciary). Among other things, increased

1 hard money lending would not have been atypical given the real estate market at the time,  
2 and DenSco had provided assurances that it had adequate internal procedures to manage its  
3 business.

4 In addition, Mr. Beauchamp and his prior law firms, including Gammage & Burnham,  
5 provided advice to DenSco regarding proper loan documentation and procedures since at  
6 least 2007. DenSco and Mr. Chittick were both advised, and understood, (a) that DenSco  
7 should fund loans through a trustee, title company or other fiduciary, (b) that DenSco was  
8 representing to its investors that DenSco's loans would be in first position, and (c) that it was  
9 of fundamental importance that DenSco safeguard the use of its investors' funds in  
10 conjunction with properly recording liens, in order to ensure that DenSco's loans were in  
11 first position.

12 In early summer 2013, Mr. Beauchamp advised DenSco that it needed to update its  
13 2011 POM given the passage of time and changes in the scope of DenSco's fund raising.  
14 Mr. Chittick was well aware based on historical practice and his work with other hard money  
15 lenders, including Mr. Gould and Mr. Koehler, that it was necessary to keep investors up to  
16 date with regular disclosures. In particular, based on Mr. Chittick's representations to Mr.  
17 Beauchamp, DenSco either had or would soon eclipse the \$50 million maximum offering set  
18 forth in the 2011 POM. Consequently, Mr. Beauchamp began drafting revisions to the 2011  
19 POM, which included updates to the maximum offering and updates on DenSco's  
20 performance to date, among other revisions. Mr. Beauchamp, however, was never able to  
21 finalize the 2013 POM. Although Mr. Beauchamp asked for updated investment, loan and  
22 financial information regarding DenSco, Mr. Chittick stalled on providing the information,  
23 preferring to wait until after he scaled down the amount outstanding to investors. Mr.  
24 Beauchamp repeatedly advised DenSco that an update was necessary irrespective of  
25 DenSco's plans regarding the outstanding amount of its offerings, and opened a file at Clark  
26 Hill to complete the update, but Mr. Chittick continued to delay.

1           **C.     The FREO Lawsuit**

2           On May 24, 2013, Easy Investments, an entity owned by Yomtov “Scott” Menaged  
3 (“Menaged”), DenSco, and Ocwen Loan Servicing, were sued by FREO Arizona, LLC  
4 (“FREO”) regarding liens recorded by Easy Investments in favor of DenSco and Active  
5 Funding Corporation, on a parcel of property. In a June 14, 2013 email from Mr. Chittick to  
6 Mr. Beauchamp, Mr. Chittick explained that Easy Investments had purchased a property at  
7 a trustee’s sale using a DenSco loan, which had apparently been previously purchased by  
8 FREO, leading to a dispute. A review of the partial Complaint provided to Mr. Beauchamp  
9 confirms Mr. Chittick’s description. According to its allegations, the loan servicer, Ocwen,  
10 failed to cancel a trustee’s sale and release the deed of trust after FREO had paid off the debt  
11 and acquired the property, thereby allowing Easy Investments to purchase the property again  
12 with DenSco’s funds. Contrary to the allegations in the Receiver’s Complaint, his disclosure  
13 statements, his expert reports, and otherwise, the FREO lawsuit did not concern lien priority  
14 or double lien issues. Moreover, a review of the docket reveals that Easy Investments  
15 prevailed in the FREO lawsuit when the Court granted summary judgment in favor of Easy  
16 Investments and against both FREO and Ocwen (for breach of its duties) on December 6,  
17 2013.

18           Further, although Mr. Chittick forwarded a portion of the Complaint to Mr.  
19 Beauchamp, Mr. Chittick did not ask Mr. Beauchamp to represent DenSco in the litigation;  
20 nor did he ask Mr. Beauchamp to investigate the factual allegations in the Complaint. To  
21 the contrary he explained to Mr. Beauchamp that Mr. Chittick did not need his involvement  
22 and that Menaged’s attorney would handle the defense against FREO’s claims as to  
23 ownership of the property. Contemporaneous records verify this. Mr. Chittick expressly  
24 stated in his email to Bryan Cave that he merely wanted Mr. Beauchamp to “be aware” of  
25 the lawsuit and that Menaged’s attorney would handle the defense. Later that day, Mr.  
26 Chittick told Menaged that he would “keep [Beauchamp] from running up any unessary [sic]

1 bills” and that Menaged should “just talk to your guy and hadn [sic] it off ot [sic] him.”  
2 Consequently, although Mr. Beauchamp ran the matter through Bryan Cave’s conflict system  
3 pursuant to standard firm procedure, Mr. Beauchamp did not represent DenSco in the  
4 litigation and did not conduct any further investigation into its merits given his client’s  
5 instruction not to get involved. Further, given the nature of the lawsuit, there was no present  
6 conflict in having Menaged’s attorney defend against FREO’s claims.

7 Mr. Beauchamp did, however, explain to Mr. Chittick that this lawsuit itself would  
8 need to be disclosed in DenSco’s 2013 POM. In addition, Mr. Beauchamp advised Mr.  
9 Chittick, as he had done previously, that Mr. Chittick needed to fund DenSco’s loans directly  
10 to the trustee or escrow company conducting the sale, rather than provide loan funds directly  
11 to the borrower, to ensure that DenSco’s deed of trust was effective to protect the borrowed  
12 funds. Mr. Chittick, however, explained to Mr. Beauchamp that this was an isolated incident  
13 with a borrower, Menaged, whom Mr. Chittick described in his email as someone he had  
14 “done a ton of business with...hundreds of loans for several years....”

15 Nothing about the FREO Lawsuit would have put Mr. Beauchamp on notice that  
16 DenSco was suffering from some kind of systemic issues, or that Mr. Chittick had abandoned  
17 fundamental lending principles and abandoned the promises he made to his investors.  
18 Notably, around the same time, DenSco was served with at least two tax lien foreclosure  
19 lawsuits listing AFG and DenSco as lien holders with respect to the property at issue, which  
20 should have caused DenSco to at least inquire with Menaged regarding potential issues.  
21 There is no evidence that DenSco did so. Further, as set forth below, Magnus Title informed  
22 DenSco in the summer of 2013 that at least one of its deeds of trust, which DenSco expected  
23 to be in first position, was actually in second position. There is no evidence that DenSco  
24 acted upon that information either.

1           **D.     Mr. Beauchamp leaves Bryan Cave, hears nothing from Mr. Chittick for**  
2           **months.**

3           Mr. Beauchamp left Bryan Cave at the end of August 2013. Prior to his departure,  
4           Mr. Beauchamp had repeatedly made clear to DenSco and Mr. Chittick that they needed to  
5           update DenSco's POM. On August 30, 2013, Mr. Beauchamp and Bryan Cave sent Mr.  
6           Beauchamp's clients, including DenSco, a joint separation letter informing them that Mr.  
7           Beauchamp was joining Clark Hill effective as of September 1, 2013. The letter invited  
8           those clients to either request the transition of their files to Mr. Beauchamp or affirmatively  
9           request that the files remain at Bryan Cave. Mr. Chittick initially agreed to transfer a portion  
10          of DenSco's files to Clark Hill, but aside from DenSco's authorization letter, Mr. Beauchamp  
11          never heard from Mr. Chittick regarding the unfinished 2013 POM, or any other matter, until  
12          December 2013.

13           **E.     DenSco contacts Mr. Beauchamp in late 2013, slowly reveals scope of**  
14           **Menaged issues over several months**

15          In December 2013, Mr. Chittick contacted Mr. Beauchamp for the first time in months.  
16          He told Mr. Beauchamp over the phone that he had run into an issue with some of his loans to  
17          Menaged, and specifically, that properties securing a few DenSco loans were each subject to a  
18          second deed of trust competing for priority with DenSco's deed of trust. Mr. Beauchamp  
19          reminded Mr. Chittick that he still needed to update DenSco's private offering memorandum.  
20          After briefly discussing the allegedly limited double lien issue, Mr. Chittick emphasized to Mr.  
21          Beauchamp that Mr. Chittick wanted to avoid litigation with other lenders. Mr. Chittick,  
22          however, did not request any advice or help. Rather, Mr. Chittick indicated that he wanted to  
23          continue working on a plan with Menaged to resolve the double-lien issue—a plan, that  
24          unbeknownst to Mr. Beauchamp, Mr. Chittick was already well on his way to implementing.  
25          Accordingly, Mr. Beauchamp suggested that Mr. Chittick and Menaged document their plan.  
26          Nothing more came of the issue with Menaged until January. Mr. Beauchamp's actions in this  
regard were appropriate and met the standard of care.

1 Mr. Chittick, however, vastly understated the scope of the problem. On January 6,  
2 2014, Attorney Bob Miller at Bryan Cave sent Mr. Chittick a letter on behalf of various  
3 lenders (the “Miller Lenders”). The letter asserted that the Miller Lenders had advanced  
4 purchase money loans directly to trustees to buy more than 50 properties out of foreclosure,  
5 and had recorded deeds of trust to evidence their first position security interest. DenSco,  
6 however, had likewise recorded mortgages evidencing its purported purchase money loans  
7 for the same properties. The Miller Lenders asserted that DenSco’s claimed interest was a  
8 “practical and legal impossibility since...only the Lenders provided the applicable trustee  
9 with certified funds supporting the Borrowers purchase money acquisition for each of the  
10 Properties,” demanded that DenSco subordinate its alleged interests to their interests, and  
11 threatened to bring claims for fraud, negligent misrepresentation, and wrongful recordation.

12 The issue with the Miller Lenders could not have been a surprise to Mr. Chittick. For  
13 one, although Mr. Chittick’s business journals contain hearsay and present questions  
14 regarding admissibility and reliability, they suggest that Menaged had told Mr. Chittick about  
15 the double lien issue in November 2013, and had explained that the issue could affect every  
16 property Menaged had purchased using DenSco funds going back as far as 2011. Mr.  
17 Chittick, however, did not provide this information to Mr. Beauchamp.

18 Second, Mr. Chittick was had actual knowledge that Menaged had been double lien  
19 properties using DenSco’s funds as far back as *September 2012* (and should have known that  
20 Menaged was double lien  
21 properties as far back as 2011, *see e.g.*,  
22 CH\_Rec\_Men\_0001120, 0003557, 0001829, 1042). It was at that time that Gregg Reichman  
23 at Active Funding Group told Mr. Chittick that Menaged had double lien  
24 properties (at least ten) with loans from both Active Funding Group and DenSco, thereby  
25 putting in question DenSco’s lien priority and loan-to-value ratio. Yet as Mr. Reichman  
26 testified, Mr. Chittick appeared unperturbed by this news and clear violation of trust, and  
instead reiterated that he had faith in Menaged.

1 Mr. Reichman apparently went about putting in additional safeguards to ensure his  
2 loans to Menaged would remain in first position. Mr. Chittick did not. It is unclear what  
3 Menaged's excuse or explanation to Mr. Chittick was, and it is equally unclear whether Mr.  
4 Chittick conducted any due diligence with respect to Mr. Menaged's apparent propensity for  
5 jeopardizing DenSco's first position lien priority through double liening. It is also unclear  
6 whether Mr. Chittick even addressed the double-liens Mr. Reichman expressly identified for  
7 him. To the contrary, Mr. Chittick, for example, did nothing to address the double lien on  
8 the 37209 N 12<sup>th</sup> Street property that Mr. Reichman expressly identified. Depo. Exh. 487.  
9 That property was sold in November 2013, with the sales proceeds going to pay off AFG in  
10 first position. *See* CH\_Rec\_Men\_00016142.

11 What is clear, is that after the double liening came to light, Mr. Chittick drastically  
12 increased his lending to Menaged, such that by the time Mr. Chittick approached Mr.  
13 Beauchamp about the double liening issue at the end of 2013, more than half of his loan  
14 portfolio was tied up with Menaged—well in excess of the promised loan concentrations  
15 DenSco had set forth in its disclosures to investors. The reason Mr. Chittick abandoned his  
16 investment principles is unknown, although there is evidence that Mr. Chittick paid above-  
17 market interest rates to his investors, and consequently, needed borrowers to pay above-  
18 market interest rates to DenSco. Menaged may have been one of the few borrowers willing  
19 to do so, particularly at a time where DenSco was having difficulty placing its funds.  
20 DenSco's investors knew that by bargaining for higher rates of return from DenSco, that their  
21 investments in DenSco would consequently be riskier than investments offering a lower rate  
22 of return.

23 What is also clear, is that Mr. Chittick failed to provide this information to Mr.  
24 Beauchamp, despite numerous opportunities to do so. Those opportunities included, but  
25 were not limited to: (a) September 2012 when Mr. Chittick first became aware that Menaged  
26 was double liening at least ten properties subject to DenSco's loans, (b) Summer 2013 when

1 Mr. Beauchamp advised Mr. Chittick that he needed to update DenSco's POM, including  
2 updates regarding DenSco's borrowers and lending history, and (c) upon the receipt of the  
3 FREO lawsuit. Yet despite Mr. Chittick's numerous opportunities to disclose the issue to  
4 Mr. Beauchamp, Mr. Chittick concealed the double lien issue (and DenSco's inexplicable  
5 and exponential increase in lending to Menaged) from DenSco's counsel, as well as  
6 DenSco's investors. Even when Mr. Chittick finally sought his attorneys' advice in January  
7 2014 (which happened only *after* Mr. Chittick was threatened with a lawsuit), Mr. Chittick  
8 still concealed Menaged's lengthy history of double-licensing properties with DenSco loans.

9 Further, as set forth below, by the time Mr. Chittick finally provided Mr. Beauchamp  
10 with a minimal and partial disclosure of the issues facing DenSco, Mr. Chittick and Menaged  
11 had already reached a verbal agreement on how to deal with the double lien issue in  
12 November 2013. Mr. Chittick, however, failed to provide that information to Mr.  
13 Beauchamp in December. Nor did he immediately provide Mr. Beauchamp with the full  
14 scope of the problem, or reveal the procedure he had agreed to with Menaged to resolve that  
15 problem, in December or early January.

16 Instead, Mr. Chittick sent the Miller letter to Mr. Beauchamp on January 6, 2014 with  
17 nothing more than a sparse request for Mr. Beauchamp to "read the first two pages." The  
18 next day, Mr. Chittick provided Mr. Beauchamp a more expansive, though incomplete,  
19 explanation. In his email, Mr. Chittick stated that he had lent Menaged a total of \$50 million  
20 since 2007 and that he'd "never had a problem with payment or issue that hasn't been  
21 resolved."

22 Mr. Chittick's representations to Mr. Beauchamp regarding DenSco's purportedly  
23 positive lending relationship with Menaged were grossly misleading. While it was true that  
24 DenSco had lent Menaged approximately \$50 million since 2007, DenSco had lent Menaged  
25 \$31 million in 2013 alone, and had \$28.5 million in loans to Menaged outstanding as of the  
26 end of 2013, a large portion of which were more than six months past due, including a

1 significant number of 2012 loans. Further, Mr. Chittick had known as of September 2012  
2 (and should have known as of 2011) that Menaged had double-liened multiple properties  
3 with DenSco loans, thereby jeopardizing DenSco's lien position. Yet not only did he keep  
4 this a secret, Mr. Chittick thereafter drastically increased DenSco's lending to Menaged,  
5 from \$4.65 million outstanding at the end of 2012 to more than \$28 million outstanding by  
6 the end of 2013 (all of which Mr. Chittick also failed to timely disclose to Mr. Beauchamp).  
7 Rather than provide Mr. Beauchamp with any of this information, Chittick instead  
8 misrepresented to Mr. Beauchamp in January 2014 that Menaged was a good borrower with  
9 a sterling track record. Mr. Chittick made similar misrepresentations to Mr. Beauchamp  
10 regarding his positive lending relationship with Menaged when he disclosed the FREO  
11 lawsuit.

12 Mr. Chittick further explained that Menaged's wife had become critically ill in the  
13 past year, and that Menaged had turned the day-to-day operations of his companies over to  
14 Menaged's cousin. According to Mr. Chittick, the cousin would receive loan funds directly  
15 from DenSco, then request loans for the same property from another lender, including the  
16 Miller Lenders. The other lenders, who had funded their loans directly to the trustee, would  
17 record their deed of trust, as would DenSco, leaving DenSco in second position. The cousin,  
18 the story went, then unfortunately absconded with the funds DenSco lent directly to  
19 Menaged. This "double lien" issue consequently jeopardized DenSco's secured position and  
20 its loan-to-value ratios. Mr. Chittick feared that a lawsuit with the Miller Lenders would  
21 jeopardize DenSco's entire enterprise.

22 According to Mr. Chittick's email, Menaged purportedly found out about his cousin's  
23 scam in November and revealed the fraud to Mr. Chittick at the time. Yet rather than consult  
24 legal counsel, Mr. Chittick devised a plan to fix the double lien issue with Menaged. The  
25 initial plan included DenSco paying off the other lenders. That required additional capital,  
26 which Menaged and Mr. Chittick agreed would come from DenSco lending Menaged an

1 additional \$1 million and Menaged investing additional capital, including \$4-\$5 million from  
2 the liquidation of other assets, as set forth in a term sheet DenSco and Menaged signed after  
3 having already put their plan into effect. As the scope of the problem appeared to grow, Mr.  
4 Chittick and Menaged agreed to terms of an expanded plan, which included further  
5 investment from both DenSco and Menaged, who would also continue to flip and rent homes  
6 to raise the necessary profits needed to pay off the other lenders.

7       Unbeknownst to Mr. Beauchamp, according to Mr. Chittick's January 7, 2014 email,  
8 DenSco and Menaged had already been "proceeding with this plan since November [2013]."  
9 That is corroborated by the Receiver, who asserts that Mr. Chittick began lending on the \$1  
10 million line of credit to Menaged to further their private workout plan in December 2013. It  
11 is also corroborated by Gregg Reichman at AFG, who testified that Chittick told him in 2013  
12 that Chittick and Menaged agreed to become partners and were in full cooperation on a long  
13 term solution, which included Chittick providing Menaged with an unsecured credit line. In  
14 other words, by the time Mr. Chittick approached Mr. Beauchamp with a partial disclosure  
15 of the issues in late 2013 and early 2014, Mr. Chittick had already agreed to a business plan  
16 with Menaged to work out the double lien problems, and had already advanced Menaged  
17 significant sums pursuant to that agreement. As Mr. Beauchamp explained in a February 20,  
18 2014 email to his colleagues, Mr. Chittick "without any additional documentation or any  
19 legal advice...has been reworking his loans and deferring interest payments to assist  
20 Borrower...When we became aware of this issue, we advised our client that he needs to have  
21 a Forbearance Agreement in place to evidence the forbearance and the additional protections  
22 he needs."

23           1.     Mr. Beauchamp tells DenSco it cannot accept new funds or roll over  
24                   prior funds.

25       After receiving Mr. Chittick's January 7, 2014 email, Mr. Beauchamp was alarmed  
26 that DenSco may be taking on new investors or rolling over prior investments without

1 disclosing the double lien issue or the workout to which Mr. Chittick and Menaged had  
2 agreed. Mr. Beauchamp's advice to Mr. Chittick regarding disclosures Mr. Chittick had to  
3 make to investors was immediate, clear, practical, consistent with his practice and  
4 experience, and consistent with the standard of care: (a) DenSco was not permitted to take  
5 new money without full disclosure to the investor lending the money; (b) DenSco was not  
6 permitted to roll over existing investments without full disclosure to the investor rolling over  
7 the money; and (c) DenSco needed to update its POM and make full disclosure to all its  
8 investors. Mr. Beauchamp provided this advice to DenSco starting with his January 9, 2014  
9 meeting with Mr. Chittick, and repeated it routinely over the next few months.

10 Mr. Chittick clearly understood that he could not accept funds from new investors  
11 without full disclosure as to the issues created by Menaged. As he told Menaged in a  
12 February 11, 2014 email, "I've not taken any new investors, so if I do, I have to disclose a  
13 lot to them, which is all about you." Although Mr. Chittick was aware of his obligations on  
14 behalf of DenSco, as repeatedly explained to him by Mr. Beauchamp (and as he clearly  
15 understood from years of experience in the industry, years of providing updated disclosure  
16 statements, and years of working with other hard money lenders who stressed the importance  
17 of disclosure, including Scott Gould's prior advice regarding disclosure) Mr. Chittick did not  
18 disclose to Mr. Beauchamp that he was apparently raising funds from new investors without  
19 disclosing DenSco's situation with Menaged. This is one more example of Mr. Chittick  
20 keeping Mr. Beauchamp in the dark as to the extent of DenSco's problems with Menaged  
21 and Mr. Chittick's attempts to solve those problems without seeking help.

22 Mr. Beauchamp was also concerned about the source and use of the funds needed to  
23 effectuate the workout plan independently crafted by Menaged and Chittick. Yet, as Mr.  
24 Chittick explained, the funds for the \$1 million loan (which Mr. Chittick funded prior to  
25 engaging Clark Hill) and an additional \$5 million loan Mr. Chittick and Menaged eventually  
26 agreed to as part of the workout, would come from (a) Mr. Chittick's investment of additional

1 funds out of his retirement account, (b) Mr. Chittick's personal \$1.5 million line of credit,  
2 and (c) DenSco's working capital raised as loans to other borrowers paid off. In reality, Mr.  
3 Chittick actually and secretly took millions *out* of DenSco starting as early as January 2014,  
4 as acknowledged by the Receiver in his Notice of Claim against the Chittick estate. Again,  
5 and at all times, Mr. Beauchamp advised Mr. Chittick that he could not obtain new investor  
6 funds or roll over prior investments without full disclosure. Mr. Beauchamp also repeatedly  
7 insisted that Mr. Chittick revise his out-of-date POM to provide disclosure to all his investors.  
8 Mr. Chittick, however, insisted that DenSco first document the forbearance agreement so  
9 that Mr. Chittick would have a plan to show his investors.

10 Further, Mr. Chittick assured Mr. Beauchamp repeatedly that he was making the  
11 requisite disclosures to investors on an as-needed basis, and that he had informed a select  
12 group of investors as to the double lien issue and proposed workout. That would be in  
13 keeping with Mr. Chittick's prior approach to business. As far as Mr. Beauchamp knew, and  
14 as Mr. Chittick had previously told him, Mr. Chittick indeed had a select group of investors  
15 to whom he turned for advice and approval when confronted with important business  
16 decisions, such as, for example, diversifying his investments into different types of  
17 properties. Mr. Chittick told Mr. Beauchamp that he was seeking such advice from what Mr.  
18 Chittick described as an "advisory council." Mr. Chittick's assertions regarding this  
19 "advisory council" appear to be yet another untruth. While the letters Mr. Chittick appears  
20 to have authored prior to his passing contain hearsay and are both unreliable and  
21 inadmissible, they include various statements that Mr. Chittick previously told (and received  
22 approval from) a select group of investors that he was investing specifically with Menaged,  
23 that he was increasing his loan concentration with Menaged above the 10-15% concentration  
24 threshold suggested in his POMs, and that his lending process involved funding loans directly  
25 to borrowers, rather than a trustee or escrow account. To date, not a single investor has  
26 corroborated these claims. Mr. Chittick lied to Mr. Beauchamp about this "council" and then

1 subsequently lied about it again in his suicide letters in an effort to deflect blame. In fact,  
2 Mr. Chittick's suicide letters and journals are replete with blatant lies (including his  
3 assertions that he tried to save DenSco by investing his own money, told investors about  
4 Menaged, told investors about his lending practices, and told investors about his increased  
5 loan concentrations), deflection, material omissions, self-serving conclusions, and subjective  
6 and ambiguous statements.

7       However, there was no reason for Mr. Beauchamp to question whether Mr. Chittick  
8 was in fact providing disclosures to investors. Over the more than decade long strong  
9 professional relationship Mr. Beauchamp had developed with Mr. Chittick, Mr. Chittick had  
10 proven himself to be a trustworthy client with what appeared to be a strong history of sharing  
11 information and making prudent decisions with respect to disclosing information to  
12 investors. It is clear now that Mr. Chittick was disregarding advice regarding loan procedures  
13 and disclosures to DenSco investors, in addition to disregarding his own loan and investment  
14 documents, by, for example, devoting the majority of his loan portfolio to Menaged in late  
15 2012 and 2013 in contravention of his representations to investors regarding loan  
16 concentration and loan-to-value. He also failed to follow fundamental lending practices that  
17 were well-known to him, and that were common knowledge and accepted practice in the  
18 industry.

19               2.     Mr. Beauchamp advises DenSco to enter into a forbearance agreement.

20       Beginning in early January, and over the course of several meetings and telephone  
21 conversations with Mr. Chittick, Mr. Beauchamp convinced Mr. Chittick that if he was going  
22 to keep doing business with Menaged (and Mr. Chittick never wavered from his insistence  
23 on working his way out of the double lien issue with Menaged), DenSco should at least  
24 document the issues and workout plan in a forbearance agreement. Entering into a  
25 forbearance agreement was sound, practical advice and consistent with the standard of care,  
26 particularly where Mr. Chittick and Menaged had already implemented their own workout

1 plan. As Mr. Beauchamp repeatedly explained to Mr. Chittick, the forbearance agreement  
2 would, among other things, (a) clarify and set forth the facts that led to the double lien issue,  
3 (b) clarify and set forth the scope of the issue with the borrower, (c) acknowledge Mr.  
4 Menaged's defaults under his loan documents with DenSco, as well as the amount and  
5 validity of any debt owed to DenSco, (d) obtain additional written commitments from  
6 Menaged and his entities to fund the workout Mr. Chittick and Menaged had already agreed  
7 to; and (e) obtain additional security and other protections from Menaged and his entities to  
8 protect DenSco and its investors. Mr. Beauchamp was crystal clear with Mr. Chittick all of  
9 this would need to be disclosed to DenSco's investors. Other protections Mr. Beauchamp  
10 advocated for, including additional admissions of fault and fraud by Menaged to protect  
11 DenSco in the event of a bankruptcy filing by Menaged or his entities, were eventually  
12 stricken from the agreement at Menaged and Mr. Chittick's insistence, and over Mr.  
13 Beauchamp's objections.

14 Mr. Beauchamp had previously drafted and negotiated countless forbearance  
15 agreements. He reasonably anticipated that documenting DenSco's forbearance would take  
16 2-3 weeks. Negotiating the forbearance agreement, however, turned out to be more difficult  
17 than Mr. Beauchamp could have reasonably imagined. For one, Menaged and his counsel  
18 repeatedly insisted on edits and revisions that served only to undermine DenSco's fiduciary  
19 duty to its investors. Mr. Beauchamp repeatedly had to undo changes proffered by Menaged  
20 or Jeff Goulder, Menaged's attorney, and often by Mr. Chittick at Menaged's direction, in  
21 order to protect DenSco's investors. For example, Menaged (and Mr. Goulder) attempted to  
22 restrict the type of information that could be disclosed to investors, attempted to obtain  
23 releases for Menaged related to his defaults and conduct, and refused to provide additional  
24 security or information regarding that additional security. Mr. Beauchamp repeatedly pushed  
25 back on these efforts and advised DenSco and Mr. Chittick, both in writing and verbally, that  
26

1 they had fiduciary duties to DenSco's investors, which included disclosure obligations. For  
2 example:

- 3 • February 4, 2014 email from Mr. Beauchamp to Mr. Chittick, advising Mr. Chittick  
4 that "you cannot obligate DenSco to further help Scott, because that would breach  
5 your fiduciary duty to your investors"
- 6 • February 4, 2014 email from Mr. Beauchamp to Mr. Chittick, advising Mr. Chittick  
7 that Menaged's proposed changes to the Forbearance Agreement are "substantive  
8 changes that clearly transfer significant risk to you and your investors" and that if  
9 "even a portion of these changes are allowed to remain, we can no longer describe  
10 this as an industry standard 'forbearance agreement' in the description that you  
11 HAVE to provide to your investors"
- 12 • February 14, 2014 email from Mr. Beauchamp to Mr. Chittick, advising Mr. Chittick  
13 that "[Goulder] clearly thinks he can force you to agree to accept a watered down  
14 agreement and give up substantial rights that you should not have to give up.  
15 Unfortunately, it is not your money. It is your investors' money. So you have a  
16 fiduciary duty"
- 17 • February 25, 2014 email from Mr. Beauchamp to Mr. Chittick, advising Mr. Chittick  
18 that Menaged's and his lawyer, Jeff Goulder's, "demands and changes have pretty  
19 much killed your ability to sign the Forbearance Agreement, which I believe Jeff  
20 wanted to do from the beginning" and that Menaged was asking for concessions that  
21 are never included in forbearance agreements
- 22 • March 13, 2014 email from Mr. Beauchamp to Mr. Chittick, advising Mr. Chittick  
23 that "we cannot give Scott and his attorney any time to cause further delay in getting  
24 this Forbearance Agreement finished and the necessary disclosure prepared and  
25 circulated."
- 26

1 Mr. Chittick, likewise, intentionally delayed the Forbearance Agreement. Not only did he  
2 allow Menaged to take DenSco off track by willingly acceding to Menaged's demands against  
3 Mr. Beauchamp's advice, he himself actively delayed finalizing the Forbearance Agreement,  
4 going so far as to joke on June 16, 2014 that "I guess dave is losing sense of humour with our  
5 delay." This followed his agreement with Menaged five days earlier to "keep trying to delay  
6 till it looks better and better."

7 Mr. Beauchamp and Mr. Chittick also routinely discussed the need for disclosures to  
8 investors with respect to, among other things, the double liening, loan concentration, and loan-  
9 to-value issues. *See also, inter alia*, Deposition Exhibits 347, 357, 365, 372, and 387. And of  
10 course, Mr. Beauchamp and Mr. Chittick had been discussing the general need to disclose  
11 material facts to investors for years, at a minimum, during their scheduled updates for the  
12 DenSco POM. In any event, Mr. Chittick, who had decades of experience in financing,  
13 lending, and making necessary securities disclosures, knew, understood, and appreciated the  
14 need to make disclosures to investors. Mr. Beauchamp repeatedly advised Mr. Chittick that  
15 DenSco could not accept monies or rollover investments without full disclosure. Mr. Chittick,  
16 moreover, would have been well aware of the need to make disclosures to his investors given  
17 his prior experience, including experience working with, and learning from, Scott Gould and  
18 Robert Koehler. Likewise, Mr. Chittick was fully aware that the proper way to lend money to  
19 a borrower purchasing property from a trustee sale, was to provide the funds directly to the  
20 trustee with a fiduciary duty to utilize the funds for their intended purpose, not the borrower  
21 itself. As Mr. Gould, Mr. Koehler, and Mr. Reichman all testified, this was common  
22 knowledge in the industry.

23 Moreover, Mr. Chittick understood Mr. Beauchamp's advice. As noted above, Mr.  
24 Chittick went so far as to joke with Menaged in February 2014 that he could not raise funds  
25 from investors without telling those investors about Menaged. As Menaged later noted to  
26 Chittick in a couple of March 13, 2015 emails, "[Beauchamp] is not going to be happy I

1 don't think, but it is what it is and we are doing what we need to do...", and that "if you  
2 listened to [Beauchamp] a year ago we would never be where we are now." In short, Mr.  
3 Chittick was going to follow Menaged--to whom he'd lent tens of millions of dollars *after*  
4 learning about Menaged's misuse of DenSco funds and Menaged's double liening DenSco's  
5 collateral as early as September 2012, and, at a minimum, in knowing contravention of his  
6 representations to investors regarding loan concentration and disregard for Mr. Beauchamp's  
7 advice.

8 Mr. Chittick and Menaged's ongoing conversations during the drafting of the  
9 Forbearance Agreement bear this out. Not only did Mr. Chittick repeatedly cast aside  
10 DenSco's attorney-client privilege in his conversations with Menaged, but the two were (a)  
11 fixated on doing the deal they wanted to do irrespective of, and often in direct contravention  
12 of, Mr. Beauchamp's advice and (b) cavalier about DenSco's predicament and their  
13 respective roles in harming DenSco. Further, Mr. Chittick was clearly willing to bend over  
14 backwards for Menaged. For example (and this list is by no means exhaustive):

- 15 • On February 3, 2014, Chittick wrote to Menaged regarding the efforts to draft a  
16 Forbearance Agreement, and asking if Menaged had "put a call in to jeff to get  
17 him on the phone with [Mr. Beauchamp] and pound through" what Mr. Chittick  
18 dismissively referred to as "their language arts assignment."
- 19 • On February 5, 2014, Mr. Chittick wrote to Menaged that he had directed Mr.  
20 Beauchamp to "make some concenssions [sic] that you and I agreed to..."
- 21 • On February 7, 2014, Mr. Chittick wrote that he and Menaged were "going to go  
22 over" the draft Forbearance Agreement, and that "after any changes *we* agree to  
23 and make, david will amek [sic] them them [sic]. *I tell david to send it to jeff,*  
24 *you tell jeff, the terms are agreeable between us,* and they can only fix the  
25 spelling!" (emphasis added)

- 1       • On February 12, 2014, Mr. Chittick told Menaged, who was demanding that he  
2       be released from “any fraud claim” by DenSco that Mr. Chittick “understand[s]  
3       both sides.”
- 4       • On February 14, 2014, Chittick and Menaged complained amongst themselves  
5       that “these lawyers are trying to prevent progress,” and complained about the  
6       fees. Chittick asserted that in the interim, “we solved another. What [sic] 20%  
7       of the problem.”
- 8       • On February 15, 2014, upset at his attorney, Mr. Beauchamp, for wanting to  
9       know what Menaged’s “points of contention” were with respect to the draft  
10      Forbearance Agreement, Mr. Chittick complained that “attorneys’ sole purpose  
11      is to self perserverance [sic].”
- 12     • On February 15, 2014, Menaged explained to Mr. Chittick that he was not  
13      generating as much income as he expected, claimed he couldn’t keep borrowing  
14      money from friends (who had purportedly paid AFG \$370,000 in interest  
15      already), and was concerned he’s merely “wasting money.” Mr. Chittick  
16      informed Menaged that he had over \$2 million coming in next week “that should  
17      allow u [sic] to start buying again.” Chittick never told Mr. Beauchamp that he  
18      was raising \$2 million from investors and loaning it to Menaged.
- 19     • On March 20, 2014, Mr. Chittick wrote Menaged that he had told Mr.  
20      Beauchamp that “\$5 million should be the max of the work out loan.”  
21      According to Mr. Chittick’s own accounting of the “loan,” however, the work  
22      out balance would eclipse that purported “maximum” a mere three months later  
23      and would nearly double that “maximum” by the end of 2014.
- 24     • On April 3, 2014, Menaged told Mr. Chittick that he was signing the  
25      Forbearance Agreement “even though it is not anymore a true understanding  
26      of what we are doing...but I signed it so at least you have it for what you need

1           *it for and not to have Dave Change it again and again with every move we*  
2           *make.”* Mr. Chittick did not object.

- 3           • On May 28, 2014, after Menaged received notice from his bank that the bank  
4           had increased Menaged’s transaction limit for wire transfers but reserved the  
5           right to revoke access “at any time due to potential fraud,” Mr. Chittick  
6           commented to Menaged that the bank included the “due to potential fraud”  
7           language because “they heard about us.”
- 8           • Chittick routinely noted in his corporate “journal” that he did not plan on ever  
9           needing or using the Forbearance Agreement.
- 10          • Almost a year after Mr. Beauchamp terminated the client relationship with  
11          DenSco, on March 13, 2015, Menaged wrote to Chittick that irrespective of  
12          Mr. Beauchamp, they are “doing what we need to do so we are out of this”  
13          amidst jokes between the two of them that Mr. Beauchamp only reached out to  
14          Mr. Chittick for a “free meal.”

15          In addition to Chittick, Menaged, and Menaged’s counsel’s constant delays and  
16          revisions, the number of loans affected by the double lien issue also kept growing. The  
17          number of loans Mr. Chittick asserted were in issue grew from December 2013 to January  
18          2014, and then grew again from January 2014 to February 2014. This resulted in constant  
19          changes to the revised workout documents, as well as to Menaged and Mr. Chittick’s  
20          agreement regarding the manner in which to fund the workout. Mr. Chittick, however,  
21          maintained, despite multiple inquiries from Mr. Beauchamp, that he had run the calculations  
22          and projections and was confident his plan with Menaged would work. Mr. Chittick also  
23          told Mr. Beauchamp that he had gone over those projections with his “advisory council.” As  
24          Mr. Chittick described it to Mr. Beauchamp, it was a cash flow issue, not a payment issue,  
25          and that with Menaged’s additional investments, the workout would succeed.

1           Nevertheless, Mr. Beauchamp at one point became concerned enough at Menaged's  
2 intransigence and the apparent influence he held over Mr. Chittick, that he reached out to  
3 third parties in late January 2014 to inquire about Menaged. Those third parties informed  
4 him that Menaged was generally someone to be distrusted and not someone to do business  
5 with. Mr. Beauchamp attempted to persuade Mr. Chittick of this during several heated  
6 conversations, but Mr. Chittick ignored these admonitions, explaining that while Menaged  
7 could be sharp and off-putting, Menaged had always performed on DenSco's loans in the  
8 past, and had stood by Mr. Chittick in tough times. Gregg Reichman testified that he likewise  
9 trusted Menaged as a borrower who performed on his obligations, continued lending to  
10 Menaged even after the double-liening issues arose, and did not think otherwise about  
11 Menaged's character until after Menaged testified at his Rule 2004 examination.  
12 Unbeknownst to Mr. Beauchamp, however, Menaged had in fact not always performed on  
13 DenSco's loans and previously jeopardized DenSco's lien priorities. Mr. Chittick was well  
14 aware of those facts, yet failed to share them with Mr. Beauchamp. Despite Mr.  
15 Beauchamp's efforts, Mr. Chittick could not be convinced to cut ties with Menaged.

16           **F.     Mr. Beauchamp terminates representation of DenSco and Mr. Chittick.**

17           When Mr. Beauchamp agreed to represent DenSco with respect to Menaged, Mr.  
18 Beauchamp made clear that Mr. Chittick had to immediately update DenSco's POM and  
19 make full disclosure to its investors regarding the double lien issues, the workout with  
20 Menaged, and the potential implications thereof on DenSco's finances and the investors'  
21 investments. To that point, Mr. Chittick consistently acknowledged that responsibility and  
22 agreed to make the full disclosure once the forbearance agreement was properly documented.  
23 As the forbearance agreement neared completion, Mr. Beauchamp and his [then-] associate,  
24 Daniel Schenck, began drafting the updated POM in April and May 2014. Specifically, the  
25 draft 2014 POM would have: provided a description of the forbearance agreement (including  
26 all the parties' funding obligations), the reason it was necessary, and its effect on DenSco's

1 books; updated DenSco's goals for intended loan-to-value ratios; updated the descriptions  
2 regarding DenSco's loan funding and securitizations procedures; updated the number of loan  
3 defaults triggering foreclosures; and amended the descriptions regarding DenSco's borrower  
4 base, among other things. Further, Mr. Beauchamp explained that the updated POM would  
5 need to be accompanied with a cover letter or other communication highlighting the major  
6 material changes, including the double lien issue and resulting workout agreement, to ensure  
7 that investors were fully informed. Mr. Chittick, however, refused to provide the necessary  
8 information to complete the draft POM and refused to approve the description of the workout  
9 or the double lien issue, despite his prior acknowledgement that he would need to make full  
10 disclosure to all of his investors about DenSco (as he had been doing through POMs and  
11 newsletters since 2003).

12 Nevertheless, Mr. Chittick clearly understood the need for full disclosure and the need  
13 to update his POM, yet failed to heed the advice Mr. Beauchamp provided. As set forth  
14 above, Mr. Chittick joked with Menaged about raising money without first providing the  
15 disclosures he knew he was required to provide. Further, on June 27, 2014, upon learning  
16 that Mr. Chittick was going to meet with an "investor," Menaged wrote to Chittick "hope  
17 you are not meeting with an investor who is looking for the memorandum! HaHa." Chittick's  
18 response: "no, it's my mom's meeting with my other borrowers." Mr. Chittick fully  
19 understood and appreciated the need to keep his investors apprised, based on more than a  
20 decade of experience in raising investor money to fund hard money lending, repeated  
21 disclosures to his investors through POMs and otherwise during his time as a hard money  
22 lender (including his work with Scott Gould and Robert Koehler), and his lawyers' repeated  
23 advice and counsel on DenSco's disclosure obligations. Mr. Chittick knowingly chose not  
24 to make those disclosures.

25 In May 2014, Mr. Beauchamp left a physical copy of a draft POM that still required  
26 substantial input from Mr. Chittick at Mr. Chittick's office (where Mr. Chittick frequently

1 met borrowers and investors) and thereafter had a conversation with Mr. Chittick where Mr.  
2 Beauchamp asked him what Mr. Chittick's specific issues were with the draft disclosure.  
3 Mr. Chittick responded that there was nothing wrong with the disclosure, he was simply not  
4 ready to make any kind of disclosures to his investors at that stage. Mr. Beauchamp again  
5 explained that Mr. Chittick had no choice in the matter and that he had a fiduciary duty to  
6 his investors to make these disclosures. Mr. Chittick would not budge. Faced with an  
7 intransigent client who was now acting contrary to the advice Mr. Beauchamp was providing,  
8 and with concerns that Mr. Chittick may not have been providing any disclosures to anyone  
9 since January 2014, Mr. Beauchamp informed Mr. Chittick that Beauchamp and Clark Hill  
10 could not and would not represent DenSco any longer. Mr. Beauchamp also told Chittick  
11 that he would need to retain new securities counsel, not only to provide the proper disclosure  
12 to DenSco's investors, but to protect DenSco's rights under the forbearance agreement. Mr.  
13 Chittick suggested that he had already started that process and was speaking with someone  
14 else.

15       Thereafter, Mr. Beauchamp and Clark Hill ceased providing DenSco with securities  
16 advice (as confirmed by Mr. Beauchamp and Mr. Schenck). Mr. Chittick accepted that, but  
17 asked that Mr. Beauchamp clean up some small issues with the forbearance agreement before  
18 ending the relationship entirely. Other than addressing those small forbearance agreement  
19 issues in June and July (which was ethically permissible, if not required), Clark Hill stopped  
20 working with DenSco or Mr. Chittick in any capacity until 2016, when Mr. Chittick  
21 requested that Mr. Beauchamp assist with a very limited issue involving an audit by the  
22 Arizona Department of Financial Institutions - work Mr. Beauchamp had previously  
23 performed for DenSco and that Mr. Chittick characteristically believed could be done most  
24 cost-effectively by Mr. Beauchamp rather than by a new lawyer with no background on the  
25 issue.

1           **G.     Menaged continues to perpetrate fraud on DenSco, which only grows in**  
2           **scale.**

3           During the time that he represented it regarding securities matters, Mr. Beauchamp (a)  
4 repeatedly advised DenSco that it had to make full disclosure to its investors and then  
5 terminated his relationship as securities counsel for DenSco when DenSco refused, (b)  
6 explained that DenSco would need to retain new counsel after Mr. Beauchamp withdrew to  
7 provide proper disclosures and monitor the forbearance, and (c) repeatedly reminded Mr.  
8 Chittick that he needed to fund loans directly to a trustee or escrow company, rather than to  
9 the borrower. Mr. Chittick ignored Mr. Beauchamp's advice, his own lending documents, and  
10 the knowledge gained through years of working in the hard money lending business, including  
11 experience and knowledge gained from working with Scott Gould and Robert Koehler, as well  
12 as prior warnings among hard money lenders regarding double liening and best practices. It is  
13 unclear if DenSco ever engaged or even talked to new counsel. It appears Mr. Chittick never  
14 issued an updated POM, a fact which could not have gone unnoticed by DenSco's sophisticated  
15 accredited investors, who had gotten used to regular updates from DenSco (and to receiving  
16 generous returns indicative of the inherent risk in their investments), not only through updated  
17 POMs, but through monthly newsletters and periodic investor meetings. It is quite clear that  
18 despite the double liening issue which arose as a direct result of Mr. Chittick's careless practice  
19 of funding loan money directly to Menaged (as well as to his other borrowers, a practice other  
20 hard money lenders have testified is contrary to common knowledge in the industry regarding  
21 the proper way to lend money while ensuring a valid first position lien and securing investors'  
22 funds), Mr. Chittick continued to loan funds directly to Menaged in direct contravention of  
23 common sense and Mr. Beauchamp's repeated advice to fund loans directly to a trustee or  
24 escrow company. As discovery has made clear, Mr. Chittick's approach to lending was much  
25 more reckless than he represented to his investors or that he disclosed to his attorney.  
26 Nevertheless, the brazen scope of Menaged's efforts to defraud DenSco through use of copies

1 of bank issued cashier's checks and falsified trustee's sale receipts was not foreseeable. Nor  
2 was the complicity of Chase Bank and US Bank in what the Receiver has termed the "Second  
3 Fraud" foreseeable, and whom the Receiver has now sued for aiding and abetting Menaged's  
4 fraud on DenSco.

5 After several years of bilking DenSco and others out of millions of dollars, Menaged  
6 was eventually arrested. The United States Department of Justice first charged Menaged with  
7 defrauding various banks through his purported furniture stores. Menaged used fabricated  
8 receipts of purchases made at the furniture store to obtain credit from banks using the names  
9 of, and personal identification information of, individuals who had recently died. He would  
10 then incur millions of dollars in fraudulent charges on those fake accounts. Incredibly,  
11 Menaged acknowledged in his plea agreement that he had perpetrated the bank fraud in order  
12 to get cash to continue defrauding DenSco.

13 The Department of Justice then also charged Menaged with money laundering with  
14 respect to the DenSco fraud. In his plea agreement, Menaged admitted that from January 2014  
15 through June 2016, he embezzled millions of dollars without purchasing properties with the  
16 loans obtained from DenSco. He explained that DenSco would wire money to purchase  
17 properties directly to Menaged who, in turn, would send DenSco "an image of a bank cashier's  
18 check and a copy of a Trustee Certificate of Sale Receipt." No sales, however, actually took  
19 place. Menaged would simply redeposit the cashier's check into his account and create bogus  
20 receipts for the purchase of the property. According to the Receiver's analysis, between  
21 January 2013 and June 2016, Menaged admitted he obtained 2,172 loans from DenSco totaling  
22 approximately \$734,484,440.67. Yet, of the 2,712 loans made by DenSco, only 96 involved  
23 actual property transactions. Menaged supposedly used the remaining 2,616 loans for personal  
24 expenses, gambling trips, and transfers to his family members and associates. Menaged would  
25 also utilize new loans from DenSco to pay back outstanding DenSco loans to conceal the  
26 embezzlement. Menaged was sentenced to 17 years in jail. As First Assistant U.S. Attorney

1 Elizabeth Strange stated, the “lengthy sentence is a fitting punishment for his egregious  
2 crimes.”

3 Menaged appears to have shamelessly duped Mr. Chittick and taken advantage of Mr.  
4 Chittick’s refusal to utilize lending procedures that would protect DenSco’s investments and  
5 first lien priority, notwithstanding his lawyers’ advice, common business practices, common  
6 sense, Menaged’s experience with other hard money lenders (including Scott Gould and Robert  
7 Koehler) or the First Fraud (which would have alerted anyone to the risks inherent in Mr.  
8 Chittick’s lending practices). Documents and recordings suggest that Menaged never invested  
9 any money into the workout plan. He never obtained any money from Israel despite  
10 purportedly making numerous trips to the country for that very purpose, blatantly lied that  
11 funds that could have been used to fund the workout were tied up in his divorce proceedings,  
12 and ultimately invented a non-existent investment scheme involving “auction.com” which  
13 Menaged falsely claimed was retaining most of DenSco’s money (to go along with his  
14 fabrication of the fraudulent cousin and terminally ill wife). Sadly, Mr. Chittick appears to  
15 have bought into all of Menaged’s lies, turned a blind eye to contrary facts, or even  
16 affirmatively engaged in the fraud until his last days. In doing so, Mr. Chittick ignored the  
17 advice of counsel and the commitments he had made in the legal documents drafted for him  
18 by counsel. Mr. Chittick’s blind devotion and/or refusal to acknowledge the harm he knew he  
19 was causing DenSco is evidenced by, among other things:

- 20 • Mr. Chittick’s failure to address the double-lien issues that started to arise in  
21 2012 and which he was expressly made aware of.
- 22 • Mr. Chittick’s failure to recognize and act on double-lien issues that arose in  
23 2011 (*See e.g.*, CH\_Rec\_Men\_0001120, 0003557, 0001829, 1042).
- 24 • Mr. Chittick’s decision not to perform due diligence on the loans he was making  
25 to Menaged. This includes his failures to check for double liening issues after  
26 having been apprised of the problem by AFG, after receiving multiple tax lien

1 lawsuits in 2013 naming both AFG and DenSco as lien holders, and after Magnus  
2 Title made him aware he was in second position behind AFG on a deed of trust  
3 he expected to be in first position in June 2013. It also includes his failure to do  
4 due diligence regarding money lent during the “Second Fraud,” including his  
5 failure to check for or obtain trustee’s deeds with respect to the properties  
6 Menaged was purportedly buying. This was a marked departure from Mr.  
7 Chittick’s prior business practice. Mr. Chittick’s routine practice in 2012 and  
8 2013, as evidenced by numerous communications with borrowers, including  
9 Menaged, was to request the status of trustee’s deeds evidencing that the  
10 borrower had in fact obtained title to the property securing DenSco’s loan.  
11 Starting in 2014, however, Mr. Chittick deviated from this practice, stopped  
12 requesting copies of trustee’s deeds, knew he was not receiving trustee’s deeds  
13 and/or that the trustee’s deed were not being recorded, and thus, knew or should  
14 have known that Menaged was not actually purchasing any properties.

- 15 • Mr. Chittick’s decision not to protect DenSco’s lien priority, including his failure  
16 to obtain title insurance or condition of title reports on the properties Menaged  
17 purchased at auction, notwithstanding his own October 13, 2010 email to various  
18 borrowers (including Menaged) making title insurance “mandatory” and noting  
19 that the “costs [of title insurance] are trivial when you factor in the ‘what ifs’ you  
20 and I are not covered.”
- 21 • Mr. Chittick’s decision to continue raising money from his investors in the face  
22 of evidence that Menaged was lying about the use of DenSco’s money. For  
23 example, on August 21, 2015, Chittick expressed his frustration that DenSco’s  
24 \$30 million balance with Menaged has not gone down, admitted he “can’t get  
25 new investors [because] I can’t give them the documentation that is necessary,”  
26 and acknowledged that “I am in so many violations with my current investors

1           it's nuts." Nevertheless, Mr. Chittick told Menaged that he had "tried raising  
2           more money" from his friends and family and continued to hope that he could  
3           squeeze more money out of the "Utah guys."

- 4           • Mr. Chittick's decision to misrepresent his finances to his accountant to hide  
5           DenSco's problems. *See e.g., David Preston deposition transcript and exhibits*  
6           *thereto, as well as Mr. Chittick's August 21, 2015 statement to Menaged that he*  
7           *was altering his financial records to "keep[] my accountant happy."*
- 8           • Mr. Chittick's decision to lend far in excess of the \$5 million workout loan set  
9           forth in the Forbearance Agreement.
- 10          • Mr. Chittick's decision to take his own money out of DenSco rather than risk  
11          personal losses.
- 12          • Mr. Chittick's refusal to acknowledge Menaged's lies, including lies about:  
13          having a hedge fund ready to purchase banks of properties (there was never any  
14          evidence of a hedge fund being involved in anything); auction.com holding  
15          DenSco's money (there was never any evidence that auction.com was involved  
16          in anything); raising money from his father or other anonymous persons in New  
17          York or Israel, none of which ever came to pass; falsely asserting that his  
18          furniture store assets were unencumbered and could secure DenSco's additional  
19          financing (Defendants told DenSco the assets were fully encumbered); using  
20          DenSco's funds to purchase properties (despite the lack of any evidence of a  
21          trustee's deed or any other recorded document); Menaged's purported divorce  
22          preventing Menaged from returning DenSco's funds (this despite Chittick's own  
23          research into the family court docket revealing that Menaged was lying about the  
24          divorce proceedings); and Menaged's wife's string of various maladies,  
25          including, hospitalization, hospice care, psychosis, etc. all somehow preventing  
26          Menaged from returning DenSco's funds.

- 1 • Mr. Chittick's knowledge of facts inconsistent with Menaged's cousin story,  
2 which should have at least caused Mr. Chittick to conduct further due diligence.  
3 For example, on June 3, 2013, Mr. Chittick learned through Magnus Title that  
4 his lien on a Menaged property, 4745 W. Golden, was unexpectedly in second  
5 position behind an AFG lien. CH\_Rec\_Men\_0012083. Menaged's explanation  
6 was that AFG had made a mistake (not his cousin) and was sending a release.  
7 CH\_Rec\_Men\_0012070. That was a lie. There was no release. That same  
8 property remained encumbered by DenSco and AFG liens, and in 2014, AFG  
9 was paid off in first position by DenSco. CH\_Rec\_Men\_0023478. Thus, Mr.  
10 Chittick should have known that Menaged's "cousin" had nothing to do with  
11 AFG's lien on the 4745 W. Golden property.
- 12 • Mr. Chittick's failure to follow up on an April 28, 2015 consumer complaint to  
13 the Consumer Protection and Advocacy Section, where a consumer named  
14 Church complained that someone put a loan on his home and purportedly sold it  
15 to Menaged, which the consumer explained was impossible because "my house  
16 was not sold, or in foreclosure. *Also paper work states the check was payable to*  
17 *Tiffany and Bosco. Who never received any check. And told me they not conduct*  
18 *[sic] sale as stated in paper work."* The complaint goes on to state that "the  
19 whole thing makes no sense. I called Tiffany and Bosco. And they told me that  
20 they had nothing to do with it. But the paper work says they had the sale. And  
21 the check of the borrower was made out to them. Also Yomtov Scott Menaged  
22 the borrower. Has someone else's phone number listed as his..." Although the  
23 consumer described what the Receiver terms the Second Fraud, and although  
24 DenSco had actual notice of the complaint, there is no evidence that Chittick  
25 followed up in any critical way whatsoever.  
26

1           **H.     Mr. Beauchamp briefly represents DenSco with respect to the Arizona**  
2           **Department of Financial Institutions licensing requirements in 2016**

3           In prior years, Mr. Beauchamp had advised DenSco as to whether it would be  
4 considered a mortgage broker by the ADFI, and thus, subject to ADFI licensing requirements.  
5 In 2016, at Mr. Chittick's request, Mr. Beauchamp again represented DenSco in that regard  
6 and provided advice as to whether DenSco was subject to ADFI licensure. Mr. Beauchamp  
7 again determined that DenSco was not subject to ADFI licensing requirements. The ADFI did  
8 not (and has never) contested that conclusion.

9           **I.     Mr. Beauchamp briefly helps Shawna Heuer and DenSco after**  
10          **Mr. Chittick's passing.**

11          Mr. Beauchamp first found out that Mr. Chittick had committed suicide on July 30,  
12 2016, when Shawna Heuer called him while he was driving down State Route 51, forcing him  
13 to pull over to the side of the road and collect himself. At that time, Mr. Beauchamp did not  
14 have knowledge as to DenSco's business practices or activities after Mr. Beauchamp fired  
15 DenSco for failing to make the requisite disclosures to its investors.

16          Mr. Beauchamp communicated with the Arizona Corporation Commission ("ACC") on  
17 August 3, 2016 and they became actively involved with respect to DenSco's wind-down.

18          Clark Hill undertook a very limited representation solely to open an estate and arrange  
19 for the appointment of Ms. Heuer as the personal representative of Mr. Chittick's estate. Ms.  
20 Heuer was appointed on August 4, 2016. On or about August 10, 2016, Gammage & Burnham  
21 took over representing her in that capacity. By August 18, 2016, the Receiver had been  
22 appointed over DenSco, at the ACC's request.

23          In the interim, however, DenSco had no employees, officers, or directors other than Mr.  
24 Chittick, and Ms. Heuer had no knowledge of DenSco's business, records, or hard money  
25 lending in general. Although DenSco had a letter agreement with another hard money lender,  
26 Robert Koehler, to step in and wind down DenSco's affairs in the event Mr. Chittick was

1 incapable of doing so, Mr. Koehler declined to do so. Given that DenSco needed to provide  
2 information to its investors and the ACC, Mr. Beauchamp briefly stepped in to gather  
3 information, maintain the status quo, provide information to the ACC, and provide updates to  
4 investors until someone else could be appointed.

5 Mr. Beauchamp's actions during this brief period of time were helpful and necessary  
6 and permitted by the Arizona Rules of Professional Conduct. On August 3, 2016 Mr.  
7 Beauchamp sent an email to the investors alerting them to the situation involving Chittick's  
8 death and information then-known about the state of DenSco's finances, after receiving input  
9 from Ms. Heuer and Mr. Koehler. Until Mr. Davis was appointed as Receiver for DenSco, Mr.  
10 Beauchamp periodically provided status updates to the investors. These communications with  
11 the investors were accurate, and contrary to the Receiver's unfounded assertions otherwise,  
12 were not misleading. Mr. Beauchamp recommended using a forensic accountant to trace  
13 DenSco's funds, supported involving the police to investigate Menaged, and fully cooperated  
14 in providing documents and information to both the ACC and the Receiver. Mr. Beauchamp  
15 further reasonably relied on Gammage & Burnham, as counsel for the Chittick Estate, to  
16 produce information and assert claims of privilege and confidentiality on behalf of  
17 Mr. Chittick. Contrary to the Receiver, Mr. Beauchamp did not try to hide or conceal any  
18 information, did not misrepresent the scope of his attorney-client relationship, did not use his  
19 attorney-client relationship to shield information, and fully cooperated with both the ACC and  
20 the Receiver. Mr. Beauchamp was as open as he could be given his limited knowledge of  
21 DenSco's affairs in the two years since he fired the client, and the limited information DenSco  
22 had provided him. While Mr. Beauchamp understood that given the situation, DenSco's  
23 creditors might attempt to point the finger at DenSco's professionals, including Clark Hill and  
24 Mr. Beauchamp, in an effort to minimize their losses, Mr. Beauchamp made the prudent and  
25 permissible decision under difficult circumstances, at Ms. Heuer's request and when no one  
26

1 else was available, to remain helpful to DenSco, DenSco's investors, the ACC, and the  
2 Receiver, for a limited period of time.

3 Defendants further reject recent allegations that Mr. Beauchamp's potential  
4 representation of an entity owned by Barry Luchtel gave rise to a conflict. Mr. Luchtel  
5 borrowed money from DenSco through his entity AZ Home Buyer LLC, among others, and  
6 invested in DenSco through his entity BLL Capital, LLC. In February 2016, Mr. Luchtel  
7 communicated with Mr. Beauchamp regarding representing Luchtel entity Kayak Capital,  
8 LLC, with respect to ADFI licensing requirements. Years earlier, Mr. Luchtel had requested  
9 an electronic version of the DenSco POM, but Denny Chittick declined to share it. Aside from  
10 a potential consultation, Mr. Beauchamp does not recall performing any work for Kayak. Clark  
11 Hill has not been able to locate a signed engagement letter, and it does not appear that Kayak  
12 was ever billed for legal services. Even had Mr. Beauchamp undertaken the representation of  
13 Kayak with respect to ADFI, that would not have presented a conflict.

14 Discovery is continuing. Defendants may supplement.

## 15 **II. LEGAL THEORIES OF CLAIMS AND DEFENSES.**

### 16 **A. Plaintiff's claims**

#### 17 ***Legal Malpractice***

18 Receiver asserts that Defendants, in their representation of DenSco, committed  
19 malpractice and breached fiduciary duties owed to DenSco. Legal malpractice requires proof  
20 of the existence of a duty, breach of duty, that defendant's breach was the actual and proximate  
21 cause of damages, and the "nature and extent" of those damages. *Glaze v. Larsen*, 207 Ariz.  
22 26, 29 ¶ 12 83 P.3d 26, 29 (Ariz. 2004) (citations and quotations omitted).

23 Receiver cannot prove breach of duty, actual and proximate cause, or resulting damages.  
24 To prove breach of duty, Receiver will need to demonstrate that Defendants deviated from the  
25 professional standard of care. *Phillips v. Clancy*, 152 Ariz. 415, 418, 733 P.2d 300, 303 (App.  
26 1986). Defendants' advice and conduct in representing DenSco and, in doing so, representing

1 Mr. Chittick as president of DenSco, was consistent with Defendants' practice and experience,  
2 and consistent with the standard of care. Thus, Defendants did not breach their duties to  
3 DenSco. Receiver will also need to prove that if Defendants had not purportedly breached the  
4 standard of care, that DenSco would not have suffered injury. *Id.* Whatever harm befell  
5 DenSco was not an actual or foreseeable result of the advice provided by Defendants.  
6 Defendants' conduct did not cause DenSco injury. Further, DenSco for years had failed to  
7 follow: advice of counsel, its own loan documents, its promises to its investors through the  
8 POMs and otherwise, or sound business judgment. There is no evidence DenSco would have  
9 followed the advice the Receiver falsely accuses Defendants of failing to provide, and ample  
10 evidence that DenSco had disregarded its lawyers' advice and would continue to disregard that  
11 advice in favor of its joint venture with Menaged. Further, intervening or superseding causes  
12 and wrongful conduct by third parties caused DenSco's injury. Thus, Receiver's malpractice  
13 claim fails.

14 Defendants further incorporate the opinions of expert witnesses Rhodes and Olson  
15 regarding attorney professionalism and the standard of care in the practice of securities law  
16 respectively, as well as the opinions of experts Nelson, Rodriguez, and Perry. **This includes,**  
17 **among other things, Mr. Rhodes' opinion that the standard of care did not require that**  
18 **Mr. Beauchamp report out or make a "noisy withdrawal," under E.R. 1.13 or E.R. 1.2. A**  
19 **"noisy withdrawal" under E.R. 1.2 does not provide for a referral to a regulatory**  
20 **authority nor does it include disclosure of confidential, attorney-client privileged**  
21 **information. The concept expressed by Plaintiff that Mr. Beauchamp should have acted**  
22 **as a whistleblower is contrary to the standard of care established by the Rules of**  
23 **Professional Conduct because it is contrary to a lawyer's duty of confidentiality and**  
24 **contrary to a lawyer's duty of loyalty. Mr. Beauchamp had no mandatory duty to make**  
25 **disclosures to investors.**  
26

1 ***Aiding and Abetting Breach of Fiduciary Duties***

2 Receiver asserts that Defendants aided and abetted Mr. Chittick in breaching his  
3 fiduciary duties to DenSco. Claims of aiding and abetting require proof that: (1) the primary  
4 tortfeasor must commit a tort that caused injury to the plaintiff; (2) the defendant must know  
5 that the primary tortfeasor's conduct constitutes a breach of duty; (3) the defendant must  
6 substantially assist or encourage the primary tortfeasor in the achievement of that breach and  
7 (4) there must be a causal relationship between the defendant's assistance or encouragement  
8 and the primary tortfeasor's commission of the tort. *Wells Fargo Bank v. Az. Laborers,*  
9 *Teamsters and Cement Masons Local No. 395 Pension Trust Fund*, 201 Ariz. 474, 485 (Ariz.  
10 2002); *Sec. Title Agency, Inc. v. Pope*, 219 Ariz. 480, 491 (App. 2008). Importantly, "[b]ecause  
11 aiding and abetting is a theory of secondary liability, the party charged with the tort must have  
12 knowledge of the primary violation." *Wells Fargo*, 201 Ariz. at 485.

13 As set forth above, Defendants' advice and conduct in representing DenSco were  
14 consistent with the applicable standard of care. Defendants did not "substantially assist or  
15 encourage" Mr. Chittick in breaching his duties to DenSco, Defendants did not have  
16 knowledge of Mr. Chittick's purported "primary violation," nor is there a causal relationship  
17 between Defendants' representation of DenSco and Mr. Chittick's purported tortious conduct  
18 with respect to DenSco. Further, as set forth above, whatever harm befell DenSco was not an  
19 actual or foreseeable result of Defendants' actions or inactions. Defendants' conduct did not  
20 cause DenSco's injury. Further, DenSco for years had failed to follow: advice of counsel, its  
21 own loan documents, its promises to its investors through the POMs and otherwise, or sound  
22 business judgment. There is no evidence DenSco would have followed the advice the Receiver  
23 falsely accuses Defendants of failing to provide, and ample evidence that DenSco had  
24 disregarded its lawyers' advice and would continue to disregard that advice in favor of its joint  
25 venture with Menaged. Further, intervening or superseding causes and wrongful conduct by  
26 third parties caused DenSco's injury.

1 Defendants further incorporate the opinions of expert witnesses Rhodes and Olson  
2 regarding attorney professionalism and the standard of care in the practice of securities law  
3 respectively, as well as the opinions of experts Nelson, Rodriguez, and Perry.

#### 4 **B. Affirmative Defenses**

##### 5 *Statute of Limitations*

6 Both the legal malpractice claim and the aiding and abetting claim have a two-year  
7 statute of limitations. *See* A.R.S. §12-542(1) (An action “[f]or injuries done to the person of  
8 another” shall be commenced and prosecuted within two years after the cause of action accrues,  
9 and not afterward”). Receiver who was appointed on August 18, 2016, did not file the  
10 Complaint in this action until October 16, 2017, which was well outside the statute of  
11 limitations. DenSco, and potentially the Investors, could have discovered at least as of Summer  
12 2014, that DenSco’s loans to Menaged (or his entities) and DenSco’s lending practices with  
13 respect to Menaged, could give rise to potential causes of action against Mr. Chittick or his  
14 agents. Consequently, because the statute of limitations ran, at the latest, in the Summer of  
15 2016, the Complaint is barred in its entirety.

##### 16 *In pari delicto and unclean hands*

17 Arizona law recognizes the doctrine of in pari delicto. *Brand v. Elledge*, 89 Ariz. 200,  
18 205, 360 P.2d 213, 217 (1961) (quoting *Furman v. Furman*, 34 N.Y.S.2d 699, 704 (N.Y. Sup.  
19 Ct. 1941), *aff’d*, 40 N.E.2d 643 (N.Y. 1942)). In pari delicto is an affirmative defense by which  
20 a party is barred from recovering damages if his losses are substantially caused by activities  
21 the law forbade him to engage in.” *Stewart v. Wilmington Trust SP Servs., Inc.*, 112 A.3d 271,  
22 301–02 (Del. Ch.), *aff’d*, 126 A.3d 1115 (Del. 2015) (quotation omitted). The defense may  
23 be raised against a receiver. *Id.* (“no cogent reason for sparing the innocent Receiver the effect  
24 of in pari delicto while equally innocent stockholders or policyholders would be barred from  
25 relief in the derivative context”); *Knauer v. Jonathon Roberts Fin. Grp., Inc.*, 348 F.3d 230,

1 236 (7th Cir. 2003) (affirming dismissal of the receiver's claims against the broker dealers,  
2 concluding that they were barred by the defense of in pari delicto).

3 Here, to the extent there are claims against the Defendants, DenSco, into whose shoes  
4 the Receivers steps, bears fault for damages about which it complains. Thus, the Receiver's  
5 claims are barred by doctrine of *in pari delicto* and, to the extent it specifically seeks equitable  
6 relief, by the related doctrine of unclean hands. Neither the Arizona constitution, nor Arizona's  
7 comparative fault statutes, preclude the *in pari delicto* defense, nor are receivers, such as the  
8 Plaintiff in this case, immune from the defense.

9 Defendants hereby incorporates its response in opposition to Plaintiff's Motion for  
10 Summary Judgment on the *in pari delicto* defense.

11 ***Laches***

12 A claim is barred by laches when the delay in bringing the claim is "unreasonable under  
13 the circumstances" given "the party's knowledge of his or her right" and "any change in  
14 circumstances caused by the delay has resulted in prejudice to the other party sufficient to  
15 justify denial of relief." *Mathieu v. Mahoney*, 174 Ariz. 456, 459, 851 P.2d 81, 84 (1993).  
16 Receiver seeks to recover potentially millions of dollars in alleged damages resulting from  
17 loans Mr. Chittick made to Menaged. DenSco would have been aware of the harms that could  
18 befall DenSco and its investors as a result of DenSco's loans to, and lending practices with,  
19 Menaged, by Summer 2014 at the latest. DenSco's inaction for several years, up through the  
20 death of Mr. Chittick, to seek relief against any potential third party for harms suffered by  
21 DenSco was unreasonable in light of DenSco's knowledge. Because the Receiver steps into  
22 DenSco's shoes, the claims are barred.

23  
24 ***Setoff***

25 Clark Hill filed a proof of claim in the DenSco Receivership for unpaid fees incurred  
26 by Clark Hill on behalf of DenSco after Mr. Chittick's death. The Receiver improperly denied

1 the claim on the basis of an alleged conflict of interest. To the extent Defendants are found to  
2 owe Plaintiff anything, that debt must be reduced any sums Plaintiff owes Clark Hill.

3  
4 ***Non-Parties at Fault***

5 As set forth in Defendants' Notice of Third Parties at Fault, various third parties,  
6 including, but not limited to, Mr. Chittick, Menaged, Menaged's banks (Chase Bank and US  
7 Bank), the banks' employees, and Gregg Reichman/AFG, over whom Defendants have no  
8 authority or control, are at fault for any damages suffered. The Receiver concurs.

9 With respect to Mr. Chittick, the Receiver filed a claim against Mr. Chittick's estate for  
10 \$48,811,635.54, asserted on numerous occasions that Mr. Chittick engaged in a Ponzi scheme  
11 pursuant to which Mr. Chittick defrauded DenSco investors, and obtained repayment of  
12 DenSco proceeds from net Ponzi "winners" based on the allegation that Mr. Chittick had  
13 committed fraud. Further, it is clear that Mr. Chittick's lending practices were at best careless  
14 and that Mr. Chittick concealed critical information from his investors and his counsel. For  
15 example, Mr. Chittick was aware of Menaged's misuse of DenSco's funds and double lien-  
16 ing of properties as far back as September 2012, yet did not provide this information to Mr.  
17 Beauchamp or his investors. Instead, Mr. Chittick chose to drastically increase his lending to  
18 Menaged, from \$4.65 million at the end of 2012 to more than \$28 million by the end of 2013  
19 (none of which he disclosed to Mr. Beauchamp at the time, or even when he first sought Mr.  
20 Beauchamp's counsel in January 2014). Further, although Mr. Chittick understood that the  
21 double lien- ing issue arose as a direct result of Mr. Chittick's funding loan money directly to  
22 borrowers, Mr. Chittick refused to change his lending practices, thereby allowing Menaged to  
23 perpetrate yet another fraud on DenSco. Even when Mr. Chittick expressed suspicion of  
24 Menaged and his business practices, Mr. Chittick ignored his suspicions. For example, as  
25 described above, Mr. Chittick dramatically increased his lending to Menaged *after* learning  
26 that Menaged was double lien- ing properties in 2012. And although Defendants do not concede

1 the accuracy, reliability, or admissibility of Mr. Chittick's journals, Mr. Chittick noted in his  
2 corporate journal as early as June 10, 2014 that he was aware that none of his loans with  
3 Menaged were being secured by deeds of trust, yet he continued to lend Menaged hundreds of  
4 millions of dollars. Mr. Chittick further stopped obtaining trustee's deeds or any other  
5 evidence that Menaged was actually purchasing properties subject to DenSco's deeds of trust,  
6 ignored consumer complaints that highlighted Menaged's lies regarding trustee sale receipts  
7 and cashier's checks, and withdrew millions of dollars from DenSco knowing the business was  
8 in serious jeopardy. Mr. Chittick hid or misrepresented many of the details regarding his  
9 lending practices and finances from DenSco's professionals, including its attorneys and  
10 accountants. As further set forth above, Mr. Chittick appears to have bought into all of  
11 Menaged's lies, turned a blind eye to evidence in front of him, or even affirmatively engaged  
12 in the fraud until his last days. Mr. Chittick bears substantial fault for the damages caused to  
13 DenSco.

14 With respect to Menaged, the Receiver admitted that Menaged caused DenSco \$31  
15 million in damages, as set forth in the claim against Menaged. (See Deposition Exhibit 510  
16 and Receiver's Petition No. 32). Menaged has pled guilty to defrauding DenSco and is serving  
17 17 years in federal prison as a result. Menaged bears substantial fault for the damages caused  
18 to DenSco.

19 With respect to Menaged's banks, the Receiver has retained counsel to pursue Chase  
20 Bank and US Bank and has testified that he believes the Receivership has viable claims against  
21 the banks for aiding and abetting Menaged's fraud by allowing Menaged to withdraw and  
22 immediately redeposit nearly \$320 million dollars of DenSco funds. In August 2019, the  
23 Receiver filed a lawsuit against the Chase Bank, US Bank, and its employees asserting that the  
24 banks had aided and abetted Menaged's fraud on DenSco and that "but for" the bank's aiding  
25 and abetting, the Second Fraud would not have occurred. Furthermore, discovery and the  
26 Receiver's lawsuit against the banks is ongoing, but it is believed the banks allowed Menaged

1 to circumvent their own policies and procedures with respect to the withdrawal and deposit of  
2 funds, that the banks knew DenSco wired the loan proceeds into Menaged's accounts to fund  
3 the purchase of real property but that Menaged did not use DenSco's funds for the purpose  
4 intended, and that the banks facilitated Menaged's fraudulent conduct, all as acknowledged by  
5 the Receiver. The Banks aided and abetted Menaged's Second Fraud and bear substantial fault  
6 for the resulting damage to DenSco.

7 With respect to AFG and its employees and agents, the Receiver has likewise retained  
8 counsel to pursue those persons and entities for aiding and abetting Menaged's fraud or,  
9 potentially, for aiding and abetting Mr. Chittick's breach of fiduciary duty to his DenSco or  
10 his investors. AFG learned that Menaged was double liening properties with AFG and DenSco  
11 loans in the Fall of 2012, then (much like DenSco), responded by lending Menaged even more  
12 money. Upon information and belief, AFG made those loans to Menaged knowing that  
13 DenSco would end up in second position on AFG's collateral, and may have benefitted from  
14 Menaged's fraudulent use of DenSco's funds. Discovery is ongoing.

15  
16 **Additional defenses:**

- 17 • DenSco is at fault for any damages suffered. Among other things, DenSco  
18 represented to its investors that it would obtain first position liens, understood  
19 the proper loan practices and procedures that would ensure DenSco's loans  
20 would be in first position, and received advice from its lawyers' regarding such  
21 practices and procedures, yet chose to engage in riskier lending practices by  
22 funding directly to his borrowers, including Menaged. After the First Fraud,  
23 DenSco again ignored his lawyers' advice and standard lending practices,  
24 thereby exposing DenSco and its investors to the same risks, this time manifested  
25 in the Second Fraud. DenSco also ignored its lawyers' advice regarding  
26 necessary disclosure prior to raising or rolling over investor funds. Further,

1 DenSco knew it had made representations to its investors regarding loan  
2 concentrations and secured first position priority, yet nevertheless lent excessive  
3 amounts of money to Menaged after learning of Menaged's habit of double  
4 liening properties, in direct contravention of those representations (and without  
5 informing his attorney). DenSco, based on its experience and its work with other  
6 lenders, including Scott Gould and Robert Koehler, knew proper and safe  
7 business practices, yet willingly chose not to follow those practices. Further, as  
8 set forth above, DenSco negligently or willfully ignored numerous warnings and  
9 conflicting information that should have alerted DenSco, and often did actually  
10 alert DenSco, that Menaged was defrauding him.

- 11 • Densco, in to whose shoes the Receiver steps, assumed the risk of any actions  
12 taken or not taken by DenSco or Mr. Chittick. *Hildebrand v. Minyard*, 16 Ariz.  
13 App. 583, 585, 494 P.2d 1328, 1330 (1972) ("A plaintiff who by contract or  
14 otherwise expressly agrees to accept a risk of harm arising from the defendant's  
15 negligent or reckless conduct cannot recover for such harm . . . .") (*quoting*  
16 *Restatement (Second) of Torts* § 496(B) (1965)).
- 17 • Receiver cannot demonstrate proximate cause or loss causation because  
18 Defendants are not the actual or proximate cause of any damages suffered.  
19 Among other things: (a) the damages were caused by Menaged, DenSco, and  
20 Mr. Chittick, as well as the actions of AFG and Menaged's banks, (b) all damages  
21 associated with the First Fraud (including the alleged "damages" associated with  
22 the \$1 million note and the \$5 million note) were incurred before Mr. Chittick  
23 ever sought Mr. Beauchamp's counsel in January 2014, (c) Plaintiff's attempts  
24 to make Defendants responsible for damages that predated their involvement by  
25 alleging that Defendants should have been aware of earlier purported "red flags"  
26 or that Defendants aided and abetted the use of expired POMs, fail both factually

1 and legally, and (d) damages associated with the Second Fraud were incurred as  
2 a result of DenSco's failure to abide by its attorneys' advice, DenSco's ongoing  
3 failure to abide by its loan documents, Mr. Chittick's failure to make proper  
4 disclosures despite full knowledge that such disclosures were necessary and  
5 required, Menaged's fraudulent conduct, and the banks' aiding and abetting of  
6 that fraudulent conduct. Further, as set forth above, Mr. Chittick was intent on  
7 working together with Menaged to "solve" the double liening issues, irrespective  
8 of DenSco's professionals' advice, and in doing so, bought into all of Menaged's  
9 lies, turned a blind eye to evidence in front of him, or even affirmatively engaged  
10 in the fraud. There is no evidence to suggest that Mr. Chittick would have done  
11 anything other than continue the joint venture he had embarked on with Menaged  
12 after drastically deviating from his business practices and his promises to his  
13 investors starting in fall 2012.

- 14 • Any damages suffered were the result of intervening or superseding events or  
15 causes over which the Defendants had no control and were not legally  
16 responsible. *See above.*
- 17 • Receiver's failure to mitigate damages by failing to take actions that would  
18 maximize recovery to the Receivership, including pursuing claims against other  
19 third parties.
- 20 • Receiver's claims are barred by doctrines of waiver and estoppel.

21 Discovery is continuing. Defendants may supplement.  
22

### 23 **III. WITNESSES.**

24 Because discovery is not complete, Defendants have not yet identified all persons it  
25 may call as witnesses at trial, but reserves the right to call any of the following persons to  
26 testify as a witness at trial:

1           1.     David Beauchamp  
2                   c/o Coppersmith Brockelman, PLC  
3                   2800 N. Central Avenue, Suite 1900  
                  Phoenix, Arizona 85004

4           Mr. Beauchamp is expected to testify with respect to and consistently with the facts and  
5 issues raised in his deposition; the allegations in the Complaint, Plaintiff's Disclosure  
6 Statements and other filings; and his and Clark Hill's representation of DenSco and of Mr.  
7 Chittick in his capacity as president of DenSco.

8           2.     Ed Hood  
9                   c/o Coppersmith Brockelman, PLC  
10                  2800 N. Central Avenue, Suite 1900  
                  Phoenix, Arizona 85004

11          Mr. Hood is expected to testify with respect to and consistently with the facts and issues  
12 raised in his deposition; the allegations in the Complaint, Plaintiff's Disclosure Statements and  
13 other filings; Clark Hill's policies and procedures; and Clark Hill's representation of DenSco  
14 and of Mr. Chittick in his capacity as president of DenSco.

15  
16          3.     Peter Davis, Receiver of DenSco Investment Corporation  
17                   c/o Osborn Maledon, P.A.  
18                   2929 N. Central Avenue, Suite 2100  
                  Phoenix, Arizona 85012

19          Mr. Davis is expected to testify regarding the facts and issues raised in his deposition;  
20 the allegations in the Complaint and his conduct as the Receiver; the Receiver's evaluations,  
21 analyses, and determinations regarding all aspects of DenSco's business and finances,  
22 including, but not limited to, DenSco's loans, lending practices, record keeping, financial  
23 transactions, and solvency; the Receiver's maintenance of any DenSco or Chittick records or  
24 property, including, but not limited to, electronic records, websites, and email  
25 communications; the Receiver's communications with third parties related to DenSco,  
26 including communications with Menaged, financial institutions, investors, and accountants and

1 other professionals; the Receiver's determinations regarding the Receiver's evaluation and  
2 analysis regarding the potential fault, liability, or culpability of any third party with respect to  
3 any losses suffered by DenSco, including, but not limited, to Chase Bank, U.S. Bank, Yomtov  
4 Menaged, Active Funding Group, LLC, and/or Gregg Seth Reichman; the Receiver's efforts  
5 at collecting monies for the benefit of the receivership; the cooperation agreement between the  
6 Receiver and Menaged.

7  
8 4. David Preston  
9 c/o Gammage & Burnham  
2 N. Central Avenue, Suite 15  
Phoenix, Arizona 85004

10 Mr. Preston is expected to testify with respect to and consistently with his deposition  
11 testimony, and is expected to testify regarding DenSco and Mr. Chittick's finances and tax  
12 returns, Mr. Chittick's lack of complete or accurate disclosures to Mr. Preston, DenSco's  
13 accountant, regarding DenSco's finances; Mr. Chittick's retirement planning and his  
14 withdrawal of investments in DenSco for his own personal benefit; and the investments Mr.  
15 Preston and his mother-in-law made in DenSco and Mr. Chittick's representations to them  
16 regarding those investments. Mr. Preston is also expected to testify regarding Mr. Chittick's  
17 character and personality, and the history and nature of his relationship with Mr. Chittick.

18 5. Daniel Schenck  
19 c/o Coppersmith Brockelman, PLC  
20 2800 N. Central Avenue, Suite 1900  
Phoenix, Arizona 85004

21 Mr. Schenck is expected to testify with respect to and consistently with his deposition  
22 testimony; the allegations in the Complaint and Plaintiff's Disclosure Statements, including  
23 testimony about the work he and Clark Hill performed on behalf of DenSco and Mr. Chittick  
24 in his capacity as president of DenSco. Mr. Schenck is also expected to testify regarding  
25 Menaged's communications with Beauchamp, Menaged's communications with Mr. Chittick,  
26 and Mr. Beauchamp's communications with Mr. Chittick. Mr. Schenck is expected to testify

1 regarding Clark Hill's advice to DenSco that it could not raise money from investors without  
2 full disclosure to those investors, Mr. Chittick's ultimate refusal to provide written disclosures  
3 to his investors, and Clark Hill's termination of its representation of DenSco.

4  
5 6. Robert Anderson  
6 c/o Coppersmith Brockelman, PLC  
2800 N. Central Avenue, Suite 1900  
Phoenix, Arizona 85004

7 Mr. Anderson is expected to testify with respect to and consistently with his deposition  
8 testimony; and about the the work he and Clark Hill performed on behalf of DenSco and Mr.  
9 Chittick in his capacity as president of DenSco. Mr. Anderson is also expected to testify  
10 regarding Clark Hill's advice to DenSco.

11  
12 7. Mark Sifferman  
13 c/o Coppersmith Brockelman, PLC  
2800 N. Central Avenue, Suite 1900  
14 Phoenix, Arizona 85004

15 Mr. Sifferman is expected to testify with respect to and consistently with his deposition  
16 testimony, and testify regarding any non-privileged communications or work he performed  
17 with respect DenSco or Mr. Chittick, in his capacity as assistant general counsel for Clark Hill.

18  
19 8. Shawna Heuer  
20 c/o Bonnett Fairbourn, PC  
2325 E. Camelback Road  
Phoenix, Arizona 85016

21 Ms. Heuer is expected to testify with respect to and consistently with her deposition  
22 testimony regarding Mr. Beauchamp's work on behalf Ms. Heuer and DenSco after Mr.  
23 Chittick's death and her communications with Mr. Beauchamp, the Receiver, the Arizona  
24 Corporation Commission, DenSco's investors, and other third parties regarding DenSco. Ms.  
25 Heuer is also expected to testify about Mr. Chittick's character and personality. Ms. Heuer  
26

1 may also have knowledge regarding Mr. Chittick and DenSco's business, and Mr. Chittick's  
2 communications with Mr. Beauchamp, Menaged, or DenSco's investors.

3  
4 9. Yomtov "Scott" Menaged

5 Scott Menaged is expected to testify with respect to any issues raised in his deposition  
6 testimony. Mr. Menaged is also expected to testify about all aspects of any personal, financial,  
7 or business dealings he may have had with DenSco and Mr. Chittick; all aspects of the fraud(s)  
8 he perpetrated on DenSco and Mr. Chittick, either directly, or through one of his entities,  
9 including, but not limited to, Easy Investments, LLC, Arizona Home Foreclosures, LLC,  
10 Furniture King, LLC, and Scott's Fine Furniture; all aspects of actions or conduct related to  
11 his criminal indictment, plea bargain, or sentencing in the United States District Court for the  
12 District of Arizona; his communications with DenSco and Mr. Chittick; his communications  
13 with Mr. Beauchamp; his relationship and communications with AFG and its principals; his  
14 use of AFG to further his fraud against DenSco; his relationship with his banks; his use of  
15 those banks to further his fraud against DenSco; his communications with the Plaintiff and his  
16 agents, and his actions related to the cooperation agreement he signed with Plaintiff.

17  
18 10. PMK Chase Bank  
19 c/o Greenberg Traurig  
20 2375 East Camelback Road, #700  
Phoenix, AZ 85016

21 Chase Bank is expected to testify with respect to any issues raised in its deposition  
22 testimony. Chase Bank is further expected to testify regarding Menaged's banking practices,  
23 including Menaged's use of Chase Bank to perpetrate his fraud on DenSco and Chittick; Chase  
24 Bank's policies and procedures regarding the use of its bank accounts (including the issuance  
25 and cancellation of cashier's checks); and Chase Bank's knowledge of, and aid to, Menaged  
26 fraud on DenSco and Chittick.

1           11.    Samantha Kumbalek  
2                    c/o Greenberg Traurig  
3                    2375 East Camelback Road, #700  
                      Phoenix, AZ 85016

4           Ms. Kumbalek, a current or former employee at Chase Bank, is expected to testify with  
5 respect to any issues raised in her deposition testimony. Ms. Kumbalek is also expected to  
6 testify about Yomtov Menaged's banking relationship and practices at Chase Bank, including  
7 Menaged's use of Chase Bank to perpetrate fraud(s) upon DenSco and Denny Chittick as set  
8 forth in the Receiver's Petition #36 and in Yomtov Menaged's December 8, 2017 interview  
9 with Kenneth Frakes; Chase Bank's policies and procedures regarding the use of its bank  
10 accounts (including the issuance and cancellation of cashier's checks); and her knowledge of,  
11 and aid to, Menaged fraud on DenSco and Chittick.

12           12.    Vikram Dadlani  
13                    c/o Greenberg Traurig  
14                    2375 East Camelback Road, #700  
                      Phoenix, AZ 85016

15           Vikram, a current or former employee at Chase Bank, is expected to testify with respect  
16 to any issues raised in his deposition testimony. Mr. Dadlani is also expected to testify about  
17 Yomtov Menaged's banking relationship and practices at Chase Bank, including Menaged's  
18 use of Chase Bank to perpetrate fraud(s) upon DenSco and Denny Chittick as set forth in the  
19 Receiver's Petition #36 and in Yomtov Menaged's December 8, 2017 interview with Kenneth  
20 Frakes; Chase Bank's policies and procedures regarding the use of its bank accounts (including  
21 the issuance and cancellation of cashier's checks); and his knowledge of, and aid to, Menaged  
22 fraud on DenSco and Chittick.

23  
24           13.    PMK US Bank  
25                    c/o Quarles & Brady, LLP  
26                    2 North Central Avenue, Suite #3  
                      Phoenix, AZ 85004

1 US Bank is expected to testify with respect to any issues raised in its deposition  
2 testimony. US Bank is further expected to testify regarding regarding Menaged's banking  
3 practices, including Menaged's use of Chase Bank to perpetrate his fraud on DenSco and  
4 Chittick; US Bank's policies and procedures regarding the use of its bank accounts (including  
5 the issuance and cancellation of cashier's checks); and US Bank's knowledge of, and aid to,  
6 Menaged's fraud on DenSco and Chittick.

7  
8 14. Hilda Chavez  
9 c/o Quarles & Brady, LLP  
10 2 North Central Avenue, Suite #3  
11 Phoenix, AZ 85004

12 Ms. Chavez is expected to testify with respect to any issues raised in her deposition  
13 testimony. Ms. Chavez is further expected to testify regarding regarding Menaged's banking  
14 practices, including Menaged's use of US Bank to perpetrate his fraud on DenSco and Chittick;  
15 US Bank's policies and procedures regarding the use of its bank accounts (including the  
16 issuance and cancellation of cashier's checks); and US Bank's knowledge of, and aid to,  
17 Menaged's fraud on DenSco and Chittick.

18 15. Gregg Seth Reichman  
19 c/o Andrew Abraham  
20 702 East Osborn Road  
21 Suite 200  
22 Phoenix, AZ 85014

23 Mr. Reichman and/or Active Funding Group is expected to testify regarding the facts  
24 and issues raised in his deposition. Mr. Reichman is also expected to testify regarding the  
25 hardmoney lending business in Arizona; Menaged's businesses, business practices, and  
26 finances and AFG's relationship with Menaged and his entities; the fraud(s) Menaged  
perpetrated on DenSco and Mr. Chittick, either directly, or through one of Menaged's entities;

1 Mr. Reichman's conversations with Mr. Chittick regarding Menaged and business practices,  
2 including the double lien issue that Mr. Reichman first noticed in fall 2012. Mr. Reichman  
3 may also testify with respect to the allegations raised by the Receiver in Petition No. 45. .

4  
5 16. Kevin Merritt  
6 Gammage & Burnham  
7 2 North Central Avenue, 15<sup>th</sup> Floor  
8 Phoenix, Arizona 85004

9 Mr. Merritt is expected to testify consistently with any potential deposition testimony  
10 and is expected to testify regarding Gammage & Burnham's representation of the Estate of  
11 Denny Chittick and Shawna Heuer as Personal Representative for the Estate; Gammage &  
12 Burnham's communications with Clark Hill and David Beauchamp regarding the  
13 representation of the Estate of Denny Chittick and Shawna Heuer; the disclosure of documents  
14 and information to the DenSco Receiver and its work and communications with Clark Hill and  
15 David Beauchamp with respect to that production, including the Estate's assertions or concerns  
16 regarding privileged communications; the timing of that disclosure; Gammage & Burnham's  
17 work generally, Kevin Merritt's work specifically, in representing DenSco and Mr. Chittick,  
18 including, the drafting and creation of DenSco's loan documents, and the advice provided  
19 regarding those documents and loan procedures, and Kevin Merritt's personal and professional  
20 relationship with Mr. Beauchamp.

21  
22 17. James Polese  
23 Gammage & Burnham  
24 2 North Central Avenue, 15<sup>th</sup> Floor  
25 Phoenix, Arizona 85004

26 Mr. Polese is expected to testify consistently with any potential deposition testimony  
and is expected to testify regarding Gammage & Burnham's representation of the Estate of  
Denny Chittick and Shawna Heuer as Personal Representative for the Estate; Gammage &  
Burnham's communications with Clark Hill and David Beauchamp regarding the  
representation of the Estate of Denny Chittick and Shawna Heuer; Gammage & Burnham's

1 disclosure of documents and information to the DenSco Receiver and its work and  
2 communications with Clark Hill and David Beauchamp with respect to that production,  
3 including the Estate's assertions or concerns regarding privileged communications; and the  
4 timing of that disclosure, and James Polese's personal and professional relationship with Mr.  
5 Beauchamp.

6 18. Robert Koehler

7 Mr. Koehler is expected to testify regarding the facts and issues raised in his deposition  
8 testimony. Mr. Koehler is also expected to testify about, hard money lending practices and  
9 procedures used by hard money lenders to protect their investments, and the practices and  
10 procedures Mr. Chittick learned or witnessed while working with Mr. Koehler; how typical  
11 hard money lending practices compare to those used by DenSco; his work with Chittick  
12 regarding hard money lending prior to and after DenSco's formation; his investment in  
13 DenSco; DenSco's communications with Mr. Koehler regarding his investment; Mr. Koehler's  
14 agreement to windup DenSco's affairs in the event Mr. Chittick was unable to continue leading  
15 the company; Mr. Koehler's relationship and communications with Mr. Chittick; Mr.  
16 Beauchamp's efforts on behalf of DenSco after Mr. Chittick's passing; and Mr. Chittick's  
17 sophistication and knowledge of prudent hard money lending practices.

18 19. Scott Gould

19 Mr. Gould is expected to have knowledge regarding and testify about: the facts and  
20 issues raised in Mr. Gould's deposition testimony; Mr. Chittick's business practices, and the  
21 practices and procedures Mr. Chittick learned or witnessed while working with Mr. Gould;  
22 hard money lending and the practices and procedures used by hard money lenders to protect  
23 their investments; his investment in DenSco; DenSco's communications with Mr. Gould  
24 regarding his investment; Mr. Gould's understanding of DenSco's practices and procedures,  
25 including DenSco's decision to charge above market rates to borrowers and provide above  
26

1 market returns to investors; and Mr. Chittick's sophistication and knowledge of prudent hard  
2 money lending practices.

3       20.     Ranasha Chittick  
4               c/o MJ Simpson  
5               1232 East Missouri Avenue  
6               Phoenix, Arizona 85014

7       Ms. Ranasha Chittick is expected to have knowledge regarding and testify about the  
8 facts and issues raised in her deposition testimony; Denny Chittick's business practices and  
9 procedures; Menaged's relationship with Mr. Chittick; Mr. Chittick mental and psychological  
10 makeup over time; Mr. Chittick's relationships with his family and friends; the impact of  
11 various life events on Mr. Chittick, including the Chitticks' divorce and the responsibility of  
12 running DenSco.

13       21.     Barry Luchtel

14       Mr. Luchtel is expected to testify about the facts and issues raised in his deposition  
15 testimony; his borrowing relationship with DenSco; DenSco's lax lending procedures;  
16 DenSco's collection and enforcement procedures; the practices and procedures used by hard  
17 money lenders; his investment in DenSco; DenSco's communications with Mr. Luchtel  
18 regarding his investment; Mr. Luchtel's understanding of DenSco's practices and procedures;  
19 his relationship with Mr. Chittick; and Mr. Chittick character and personality traits.

20       22.     Steve Bunger

21       Mr. Bunger is expected to testify regarding the facts and issues raised in his deposition  
22 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
23 risks he understood he was taking with those investments; his communications with Mr.  
24 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
25 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
26 sophistication and knowledge of prudent hard money lending practices.

1           23.     Brian Imdieke

2           Mr. Imdieke is expected to testify regarding the facts and issues raised in his deposition  
3 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
4 risks he understood he was taking with those investments; his communications with Mr.  
5 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
6 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
7 sophistication and knowledge of prudent hard money lending practices.

8           24.     Anthony Burdett

9           Mr. Burdett is expected to testify regarding the facts and issues raised in his deposition  
10 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
11 risks he understood he was taking with those investments; his communications with Mr.  
12 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
13 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
14 sophistication and knowledge of prudent hard money lending practices.

15          25.     Warren Bush

16          Mr. Bush is expected to testify regarding the facts and issues raised in his deposition  
17 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
18 risks he understood he was taking with those investments; his communications with Mr.  
19 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
20 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
21 sophistication and knowledge of prudent hard money lending practices.

22          26.     Doriann Davis

23          Ms. Davis is expected to testify regarding the facts and issues raised in her deposition  
24 testimony; her relationship with Mr. Chittick and DenSco; her investments in DenSco and the  
25 risks she understood she was taking with those investments; her communications with Mr.  
26 Chittick regarding her investments in DenSco; her understanding of DenSco's lending

1 practices and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
2 sophistication and knowledge of prudent hard money lending practices.

3       27.     Russ Dupper

4       Mr. Dupper is expected to testify regarding the facts and issues raised in his deposition  
5 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
6 risks he understood he was taking with those investments; his communications with Mr.  
7 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
8 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
9 sophistication and knowledge of prudent hard money lending practices.

10       28.     Paul Kent

11       Mr. Kent is expected to testify regarding the facts and issues raised in his deposition  
12 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
13 risks he understood he was taking with those investments; his communications with Mr.  
14 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
15 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
16 sophistication and knowledge of prudent hard money lending practices.

17       29.     Kevin Potempa

18       Mr. Potempa is expected to testify regarding the facts and issues raised in his deposition  
19 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
20 risks he understood he was taking with those investments; his communications with Mr.  
21 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
22 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
23 sophistication and knowledge of prudent hard money lending practices.

24       30.     Judy Siegford

25       Ms. Siegford is expected to testify regarding the facts and issues raised in her deposition  
26 testimony; her relationship with Mr. Chittick and DenSco; her investments in DenSco and the

1 risks she understood she was taking with those investments; her communications with Mr.  
2 Chittick regarding her investments in DenSco; her understanding of DenSco's lending  
3 practices and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
4 sophistication and knowledge of prudent hard money lending practices.

5       31.     William Swirtz

6       Mr. Swirtz is expected to testify regarding the facts and issues raised in his deposition  
7 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
8 risks he understood he was taking with those investments; his communications with Mr.  
9 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
10 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
11 sophistication and knowledge of prudent hard money lending practices.

12       32.     Steve Tuttle

13       Mr. Tuttle is expected to testify regarding the facts and issues raised in his deposition  
14 testimony; his relationship with Mr. Chittick and DenSco; his investments in DenSco and the  
15 risks he understood he was taking with those investments; his communications with Mr.  
16 Chittick regarding his investments in DenSco; his understanding of DenSco's lending practices  
17 and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
18 sophistication and knowledge of prudent hard money lending practices.

19       33.     Michelle Tran  
20               c/o Coppersmith Brockelman, PLC  
21               2800 N. Central Avenue, Suite 1900  
              Phoenix, Arizona 85004

22       Ms. Tran is expected to regarding the facts and issues raised in her deposition testimony,  
23 and her knowledge regarding Clark Hill's limited representation of Ms. Shawna Heuer in her  
24 capacity as the Personal Representative of Denny Chittick's estate.

25       34.     **Veronica Castro aka Veronica Gutierrez Reyes**  
26               **8670 North 114<sup>th</sup> Avenue**  
              **Peoria, AZ 85345**

1       **Ms. Gutierrez is expected to testify regarding Menaged's personal, financial, or**  
2 **business dealings with DenSco and Mr. Chittick; Ms. Gutierrez's work with and for**  
3 **Menaged and his various entities; the fraud(s) Menaged perpetrated on DenSco and Mr.**  
4 **Chittick, either directly, or through one of Menaged's entities, or through a third party**  
5 **such as the Banks or AFG; Menaged's communications with Mr. Chittick and vice versa;**  
6 **Menaged's communications with Mr. Beauchamp and vice versa; Mr. Beauchamp's**  
7 **communications with Menaged and Chittick; Mr. Gutierrez's communications with**  
8 **Menaged and/or Mr. Chittick, including communications regarding legal advice received**  
9 **by Mr. Chittick; and actions or conduct related to Menaged's criminal indictment, plea**  
10 **bargain, or sentencing in the United States District Court for the District of Arizona.**

11       35. Any witnesses disclosed by other parties.

12       36. Any witnesses that become known through discovery.

13       37. Any witness deposed by parties.

14       38. Custodian or other foundational witnesses necessary to admit exhibits,  
15 including, but not limited to:

- 16       a. Michael Boland, c/o Coppersmith Brockelman, regarding the collection,  
17 preservation and production of data and documents from Clark Hill.
- 18       b. Andrea Padinha, c/o Coppersmith Brockelman, regarding the collection,  
19 preservation and production of data and documents from Clark Hill.
- 20       c. TERIS, regarding the collection, preservation and production of data and  
21 documents from the Chittick estate.
- 22       d. D4 Technology & eDiscovery, regarding the collection, preservation and  
23 production of data and documents from the Chittick estate.
- 24       e. Gammage & Burnham regarding the collection, preservation and  
25 production of data and documents from the Chittick estate.
- 26

- 1 f. Ryan Anderson, regarding the collection, preservation and production of  
2 data and documents produced by Yomtov Menaged to the Receiver.  
3 g. Forensics Consulting Solutions, LLC, regarding the collection,  
4 preservation and production of data and documents produced by  
5 Yomtov Menaged's.  
6 h. U.S. Bank  
7 i. Chase Bank  
8 j. The Receiver, regarding the collection, preservation and production of  
9 data and documents residing in the Depository.

10 Discovery is continuing. Defendants may supplement.

11 **IV. ADDITIONAL PERSONS WHO MAY HAVE RELEVANT INFORMATION.**

12 39. Luigi Amoroso

13 Mr. Amoroso is expected to have knowledge regarding Menaged's personal, financial,  
14 or business dealings with DenSco and Mr. Chittick; the fraud(s) Menaged perpetrated on  
15 DenSco and Mr. Chittick, either directly, or through one of Menaged's entities; Menaged's  
16 communications with DenSco and Chittick; Menaged's communications with Mr. Beauchamp;  
17 the actions or conduct related to Menaged's criminal indictment, plea bargain, or sentencing  
18 in the United States District Court for the District of Arizona; and Mr. Amoroso's  
19 communications with DenSco and Mr. Chittick.

20 40. Alberto Pena  
21 c/o Law Office of Cameron A. Morgan  
22 4356 North Civic Center Plaza  
23 Suite 101  
24 Scottsdale, AZ 85251

25 Mr. Pena may have knowledge regarding Menaged's personal, financial, or business  
26 dealings with DenSco and Chittick; the fraud(s) Menaged perpetrated on DenSco and Chittick,  
either directly, or through one of Menaged's entities; Menaged's communications with DenSco

1 and Mr. Chittick; and the actions or conduct related to Mr. Pena's and Menaged's criminal  
2 indictment, plea bargain, or sentencing in the United States District Court for the District of  
3 Arizona.

4       41.    Troy Flippo  
5               c/o Storrs Law Firm PLLC  
6               1421 East Thomas Road  
7               Phoenix, AZ 85014

8       Mr. Flippo may have knowledge regarding Menaged's personal, financial, or business  
9 dealings with DenSco and Mr. Chittick; the fraud(s) Menaged perpetrated on DenSco and Mr.  
10 Chittick, either directly, or through one of Menaged's entities; Menaged's communications  
11 with DenSco and Chittick; and the actions or conduct related to Flippo's and Menaged's  
12 criminal indictment, plea bargain, or sentencing in the United States District Court for the  
13 District of Arizona.

14       42.    Menaged family members, including, Joseph Menaged, Michelle Menaged,  
15               Jennifer Bonfiglio, Joy Menaged, Jess Menaged, and Short Term Finance,  
16               LLC, an entity solely owned by Joseph Menaged

17       Menaged's family may have knowledge regarding Menaged's personal, financial, or  
18 business dealings with DenSco and Chittick; the fraud(s) Menaged perpetrated on DenSco and  
19 Chittick, either directly, or through one of Menaged's or his Family's entities; Menaged's  
20 family's receipt and use of millions of dollars transferred to them by Menaged, including  
21 money Menaged fraudulently obtained from DenSco, as alleged by the Chapter 7 Bankruptcy  
22 Trustee of the Menaged bankruptcy estate in Case No. 2:17-ap-00776-PS filed in the  
23 Bankruptcy Court for the District of Arizona; Menaged's communications with DenSco and  
24 Chittick; and the actions or conduct related to Menaged's criminal indictment, plea bargain, or  
25 sentencing in the United States District Court for the District of Arizona.  
26

1       43.   Jeff Goulder  
2            Stinson Leonard Street  
3            1850 North Central Avenue, Suite 2100  
4            Phoenix, Arizona 85004

5       Mr. Goulder is expected to have knowledge regarding the negotiations of the  
6       Forbearance Agreement. Mr. Goulder also may have knowledge regarding Menaged's  
7       businesses, business practices, and finances. Mr. Goulder also may have knowledge regarding  
8       Menaged's communications with Mr. Beauchamp.

9       44.   Ryan Anderson  
10           Gutilla Murphy Anderson  
11           5415 East High Street, Phoenix, Arizona 85054

12       Mr. Anderson is expected to have knowledge regarding communications between the  
13       DenSco Receiver and his agents, including Mr. Anderson, and Clark Hill and David  
14       Beauchamp related to DenSco; Clark Hill and David Beauchamp's cooperation with the  
15       DenSco Receiver's requests and demands; Clark Hill and David Beauchamp's disclosure of  
16       documents and information to the DenSco Receiver and the timing thereof; the DenSco  
17       Receiver's investigation into DenSco and Denny Chittick's business (including any frauds  
18       perpetrated upon DenSco and Denny Chittick), the information obtained as a result of that  
19       investigation, and the timing thereof; the Receivership's claims against, among others, AFG,  
20       the Chittick Estate, Menaged, Chase Bank, and US Bank; the cooperation agreement the  
21       Receivership entered into with Menaged, and Menaged's actions and communications with the  
22       Receivership; gathering and reviewing documents produced by third parties, including  
23       Menaged; the Receiver's actions on behalf of the receivership.

24       45.   Person Most Knowledgeable, Federal Bureau of Investigation

25       The FBI is expected to have knowledge regarding the investigation into Yomtov  
26       Menaged and the fraud he perpetrated on DenSco, Mr. Chittick, and others.

1       46.     Gary Clapper and Wendy Coy  
2             Arizona Corporation Commission  
3             1300 W. Washington, 3<sup>rd</sup> Floor  
            Phoenix, Arizona 85007

4       Mr. Clapper and Ms. Coy are expected to have knowledge regarding the Arizona  
5       Corporation Commission's investigation of DenSco; its decision to appoint a Receiver for  
6       DenSco; and the ACC's requests to, and communications with, Mr. Beauchamp, and Mr.  
7       Beauchamp's cooperation with those requests.

8       47.     Debbie Pihl  
9             Magnus Title Agency  
            6991 East Camelback Road, Suite C100  
            Scottsdale, Arizona 85251

10      Ms. Pihl is expected to have knowledge regarding DenSco and Menaged's lending  
11      relationship and practices, and Menaged's lending relationships and practices with other  
12      lenders.

13      48.     Ellen Bolduc  
14             Suburban Mortgage, Inc.  
15             7500 North Dreamy Draw, #110  
            Phoenix, AZ 85020

16      Ms. Bolduc is expected to have knowledge regarding DenSco and Menaged's lending  
17      relationship and practice, and Menaged's lending relationships and practices with other  
18      lenders.

19      49.     Sharla Chittick Trainor

20      Ms. Trainor is expected to have knowledge regarding Denny Chittick mental and  
21      psychological makeup over time; Mr. Chittick's relationships with his family and friends; the  
22      impact of various life events on Mr. Chittick, including the Chitticks' divorce and the  
23      responsibility of running DenSco.  
24

1           50.     Christopher Hughes

2           Mr. Hughes is expected to have knowledge regarding the practices and procedures used  
3 by hard money lenders to protect their investments; his borrowing relationship with DenSco  
4 and DenSco/Chittick's practices and procedures with respect to DenSco's loans to borrowers;  
5 and his communications with DenSco regarding his loans.

6           51.     Victor Gojgaj  
7                 c/o David Knapper Law Office  
8                 1599 East Oranewood #125  
               Phoenix, Arizona 85020

9           Mr. Gojgaj is expected to have knowledge regarding, and testify about the facts and  
10 issues raised in his deposition testimony, his borrowing relationship with DenSco; DenSco's  
11 lax lending procedures; DenSco's collection and enforcement procedures; his relationship with  
12 Mr. Chittick; Mr. Chittick character and personality traits; and Mr. Chittick's sophistication  
13 and knowledge of prudent hard money lending practices.

14  
15          52.     Kurt Johnson

16          Mr. Johnson is expected to have knowledge regarding his relationship with DenSco,  
17 whether as an attorney or otherwise and any legal advice provided to DenSco.

18  
19          53.     Coralee Thompson

20          Ms. Thompson is expected to have knowledge regarding the facts and issues raised in  
21 her deposition testimony; her relationship with Mr. Chittick and DenSco; her investments in  
22 DenSco and the risks she understood she was taking with those investments; her  
23 communications with Mr. Chittick regarding her investments in DenSco; her understanding of  
24 DenSco's lending practices and procedures; Mr. Chittick's character and personality traits; and  
25 Mr. Chittick's sophistication and knowledge of prudent hard money lending practices.

1       54.     G.E. Siegford

2       Mr. Siegford is expected to have knowledge regarding the facts and issues raised in his  
3 deposition testimony; his relationship with Mr. Chittick and DenSco; his investments in  
4 DenSco and the risks he understood he was taking with those investments; his communications  
5 with Mr. Chittick regarding his investments in DenSco; his understanding of DenSco's lending  
6 practices and procedures; Mr. Chittick's character and personality traits; and Mr. Chittick's  
7 sophistication and knowledge of prudent hard money lending practices.

8       55.     John Ray

9       Mr. Ray is expected to have knowledge regarding the facts and issues raised in his  
10 deposition testimony; his relationship with Mr. Chittick, DenSco, Menaged, and Menaged's  
11 entities; his understanding of DenSco's lending practices and procedures; Mr. Chittick's  
12 character and personality traits; Mr. Menaged's character and personality traits; and Mr.  
13 Chittick's sophistication and knowledge of prudent hard money lending practices.

14       56.     DenSco Investors and Borrowers

15       The Investors are expected to have knowledge regarding Mr. Chittick's  
16 communications to the Investors and their knowledge of DenSco's business, the status of their  
17 investments, the status of DenSco's loans at all relevant times, and personal information  
18 regarding Mr. Chittick. The Borrowers are expected to have knowledge regarding the typical  
19 business practices of DenSco and Mr. Chittick's operation of DenSco.

20       57.     Bruce Church

21       Mr. Church is expected to have knowledge regarding a complaint he filed with the  
22 Consumer Protection and Advocacy Section of the Office of the Arizona Attorney General  
23 regarding a lien placed on his home. The complaint notes that his home was purportedly sold  
24 at a trustee's sale by Tiffany & Bosco, but that Tiffany & Bosco has no knowledge of such a  
25 sale and that Tiffany & Bosco never received payment for such a sale, despite representations  
26

1 otherwise. Mr. Church is also expected to have knowledge regarding DenSco's response to  
2 the complaint and any resolution thereof.

3 58. Chittick family members Eldon, Carleen, and Sharla Chittick

4 The Chittick family members are expected to have knowledge regarding Mr. Chittick's  
5 character and personality, and may have knowledge regarding Mr. Chittick and DenSco's  
6 business, and Mr. Chittick's communications with Mr. Beauchamp, Menaged, or DenSco's  
7 investors.

8 59. Sara Beretta, Simon Consulting  
9 c/o Osborn Maledon, P.A.  
10 2929 N. Central Avenue, Suite 2100  
Phoenix, Arizona 85012

11 Ms. Beretta is expected to have knowledge regarding the Receiver's actions, conduct,  
12 and analyses with respect to the DenSco Receivership, including, the facts and issues raised in  
13 Mr. Davis's deposition; the allegations in the Complaint and Mr. Davis's conduct as the  
14 Receiver; the Receiver's evaluations, analyses, and determinations regarding all aspects of  
15 DenSco's business and finances, including, but not limited to, DenSco's loans, lending  
16 practices, record keeping, financial transactions, and solvency; the Receiver's maintenance of  
17 any DenSco or Chittick records or property, including, but not limited to, electronic records,  
18 websites, and email communications; the Receiver's communications with third parties related  
19 to DenSco, including communications with Menaged, financial institutions, investors, and  
20 accountants and other professionals; the Receiver's determinations regarding the Receiver's  
21 evaluation and analysis regarding the potential fault, liability, or culpability of any third party  
22 with respect to any losses suffered by DenSco, including, but not limited, to Chase Bank, U.S.  
23 Bank, Yomtov Menaged, Active Funding Group, LLC, and/or Gregg Seth Reichman; the  
24 Receiver's efforts at collecting monies for the benefit of the receivership; the cooperation  
25 agreement between the Receiver and Menaged.

1 **V. PERSONS WHO HAVE GIVEN STATEMENTS.**

2 Aside from the various witnesses who have been deposed in the above captioned matter:  
3 Scott Menaged testified at his Section 341 Meeting of Creditors and his Rule 2004 exam as  
4 part of his Chapter 7 bankruptcy proceeding. Mr. Menaged also provided a statement to Mr.  
5 Ken Frakes, whom the Receiver has retained as counsel to pursue claims against Menaged's  
6 banks. The Receiver is believed to be the custodian of the resulting transcripts. Luigi Amoroso  
7 gave deposition testimony as well. The Receiver is believed to be the custodian of the  
8 transcript.  
9

10 **VI. EXPERT WITNESSES.**

11 Defendants have retained Scott Rhodes, Kevin Olson, Erin Nelson, Rick Rodriguez, and  
12 David Perry as testifying experts in this case, and have previously disclosed their reports to  
13 Plaintiff.  
14

15 **VII. COMPUTATION AND MEASURE OF DAMAGES.**

16 Plaintiff is not entitled to recover damages against Defendants nor is Plaintiff entitled  
17 to prejudgment interest, as the asserted damages are not liquidated. Further, Plaintiff is not  
18 entitled to punitive damages. Defendants did not breach the standard of care or aid and abet  
19 any breach of fiduciary duty, there is no evidence that Defendants acted with an evil mind at  
20 any point in time, nor did Defendants actions, taken after the alleged breaches (and which  
21 Plaintiff alleges form the basis of a punitive damage claim), have any causal link to Plaintiff's  
22 alleged damages.

23 Similarly, Plaintiff's late assertion that Defendants are jointly and severally liable with  
24 Chittick and Menaged for the damages caused to DenSco fails. Plaintiffs allege that  
25 Defendants are jointly and severally liable under A.R.S. § 12-2506(D)(1) because of their  
26 "multiple acts of aiding and abetting a breach of fiduciary duty that DenSco owed to its

investors.” Section 12-2506(D)(1) imposes joint and several liability, however, only when a party “acts in concert” with other tortfeasors. Case law in Arizona is clear that to establish a prima facie case of “acting in concert,” Plaintiff must show that the parties: (a) knowingly agreed to commit an intentional tort that (b) they were certain or substantially certain would result in the consequences complained of, and (c) actively participated in the commission of the tort. *Chappell v. Wenholz*, 226 Ariz. 309, 311 (App. 2011). The burden for showing “acting in concert” is thus greater than simply establishing a claim for aiding and abetting (which Plaintiff cannot do). There is no evidence that Defendants either knowingly agreed with Mr. Chittick and Menaged to commit an intentional tort or that Defendants actively participated in Mr. Chittick and Menaged intentionally tortious acts. The evidence is to the contrary. Plaintiff cannot prove that Defendants “acted in concert” as required by A.R.S. § 12-2506(D)(1).

Defendants further incorporate the reports and opinions of Mr. David Perry regarding damages.

Discovery is continuing.

#### **VIII. EXHIBITS.**

Defendants have not yet identified which of the documents listed in Section IX below will be used at trial, and therefore expressly reserve the right to introduce any of the listed documents as exhibits at trial. Defendants may also use any documents identified in any other party’s disclosure statement or otherwise disclosed in this matter. By reserving the right to introduce any of the listed documents as exhibits at trial, Defendants do not waive their right to object to the introduction of any of these documents at the time of trial. Defendants will supplement this initial disclosure statement in accordance with Arizona Rules of Civil Procedure 26.1(b)(2).

Discovery is continuing. Defendants may supplement.

1 **IX. LIST OF RELEVANT DOCUMENTS.**

2 Defendants have not yet identified any additional relevant documents. The following  
3 documents, or categories of documents, may be relevant or lead to discovery of admissible  
4 evidence in this action and have already been exchanged or are being produced herewith:

- 5 1. Documents previously produced by Clark Hill bates labeled CH\_0000001-  
6 13330.
- 7 2. Additional documents produced herewith by Clark Hill bates labeled  
8 CH\_0013331-13374.
- 9 3. Documents previously produced by Plaintiff including bates labeled  
10 DIC000001-25330, 28634-53950 and Quickbooks backup.
- 11 4. Documents previously produced by Plaintiff including bates labeled D126751-  
12 128731 and 130972-133111.
- 13 5. Documents previously produced by Bryan Cave in response to Subpoena Duces  
14 Tecum bates labeled BC000001-3188.
- 15 6. Documents produced herewith by Dave Preston in response to Subpoena Duces  
16 Tecum bates labeled DP000001-601.
- 17 7. Any and all documents in CR-17-00680, United States of America v. Yomtov  
18 Scott Menaged, et al.
- 19 8. All documents produced by any party or third party in this litigation.
- 20 9. All pleadings, filings, minute entries, orders and judgments.
- 21 10. All deposition or hearing transcripts in the above captioned litigation.
- 22 11. All deposition or hearing exhibits in the above captioned litigation.
- 23 12. All transcripts from any Section 341 creditor meetings, Rule 2004 examinations,  
24 depositions, or hearings in Yomtov Menaged's bankruptcy pending in the United  
25 States Bankruptcy Court for the District of Arizona at 2:16-bk-04268.
- 26

13. Additional documents produced by Clark Hill bates labeled CH\_000013387-13616.
14. Documents produced by Sell Wholesale Funding in response to Subpoena Duces Tecum bates labeled SELL000001-766.
15. Documents produced by Azben Limited, LLC in response to Subpoena Duces Tecum bates labeled AZBEN000001-5248.
16. Documents produced by Geared Equity in response to Subpoena Duces Tecum bates labeled GE000001-257.
17. Documents produced by Active Funding in response to Subpoena Duces Tecum bates labeled AF000001-2448.
18. Documents produced in Defendant Clark Hill's Responses to Plaintiff's First Set of Requests for Production bates labeled CH\_0013617-13623 (previously produced to counsel on 6/21/18).
19. Documents produced in Defendant David Beauchamp's Responses to Plaintiff's First Set of Requests for Production bates labeled CH\_0013624-13946 (previously produced to counsel on 6/21/18).
20. Additional documents produced by Clark Hill bates labeled CH\_0013947-17849.
21. Documents produced by Geared Equity in response to Subpoena Duces Tecum bates labeled GEAR000001-203.
22. Documents produced by 50780 L.L.C. in response to Subpoena Duces Tecum bates labeled 50780LLC - 000001-65.
23. Additional documents produced by Clark Hill bates labeled CH\_0017997-18010 (previously produced to opposing counsel on 8/29/18).

- 1 24. Additional documents produced by Clark Hill bates labeled CH\_0018012-18013  
2 (previously produced to opposing counsel on 8/30/18)(NOTE: CH\_0018011 not  
3 used)
- 4 25. Additional documents produced by Sell Wholesale Funding in response to  
5 Subpoena Duces Tecum bates labeled SELL000767-1636.
- 6 26. Additional documents produced by Active Funding in response to Subpoena  
7 Duces Tecum bates labeled AF002449-2644.
- 8 27. Additional documents produced by Azben Limited, LLC in response to  
9 Subpoena Duces Tecum bates labeled AZBEN005249-5318.
- 10 28. Additional documents produced by Geared Equity LLC in response to Subpoena  
11 Duces Tecum bates labeled DIETHELM 0001 – DIETHELM 0211.
- 12 29. Additional documents produced by 50780 LLC in response to Subpoena Duces  
13 Tecum bates labeled HOEBING 0001 – HOEBING 0057.
- 14 30. Additional documents produced by Clark Hill bates labeled CH\_0018014-18023  
15 (previously produced to opposing counsel on 9/21/18).
- 16 31. Additional documents produced by Clark Hill bates labeled  
17 CH\_EstateSDT\_00000001-0072926 (previously produced to opposing counsel  
18 on 12/21/18).
- 19 32. Documents previously produced by Plaintiff bates labeled D133112-135602.
- 20 33. Documents previously produced by Plaintiff bates labeled Menaged00001-3956.
- 21 34. Additional documents produced by Bank of America in response to Subpoena  
22 Duces Tecum bates labeled CH\_BOA\_SDT\_00000001-31.
- 23 35. Documents previously produced by Plaintiff bates labeled RECEIVER\_000001-  
24 1711.
- 25 36. Documents previously produced by Plaintiff bates labeled DIC053951-73954.
- 26

- 1 37. Documents previously produced by Plaintiff bates labeled R-RFP-  
2 Response000001-937.
- 3 38. Menaged00001-3956
- 4 39. CH\_REC\_CHI\_0000001-153188
- 5 40. CH\_REC\_DEP\_0000001-16263
- 6 41. CH\_REC\_MEN\_0000001-169004
- 7 42. CH\_0018024-18667
- 8 43. USBANK000001-894
- 9 44. RECEIVER\_001712-5627
- 10 45. DIC073955-81283
- 11 46. JPMC 0001-484
- 12 47. Any and all documents in the following proceedings, including but not limited  
13 to, CH\_0018668-CH\_0018830.
- 14 a. In re Yomtov Scott Menaged, Adversary Case No. 2:16-ap-00589-PS
- 15 b. In re Yomtov Scott Menaged, Adversary Case No. 2:17-ap-00116-PS
- 16 c. In re Yomtov Scott Menaged, Adversary Case No. 2:17-ap-00776-PS
- 17 d. Yomtov Scott Menaged v. USA, 2:18-CV-02417-GMS
- 18 48. Expert Kevin Olson Invoice. CH\_0018831-18848
- 19 49. Expert Scott Rhodes Invoice. CH\_0018849-18862
- 20 50. Additional documents produced by Clark Hill bates labeled CH\_0018863-  
21 18968.
- 22 51. Tax lien complaints (and service of process documents) filed against Easy  
23 Investments, DenSco, and AFG in Maricopa County Superior Court at CV2013-  
24 094134 and CV2013-094760 and produced herewith.
- 25
- 26

- 1 52. All timesheets or invoices produced by Plaintiff, including timesheets and  
2 invoices reflecting Plaintiffs' experts (RECEIVER\_005546-5627), Peter Davis',  
3 and Ryan Anderson's work.
- 4 53. All documents placed in the Receiver's Depository.
- 5 54. All documents posted to the Receiver's website at  
6 <https://denscoreceiver1.godaddysites.com/home.html>
- 7 55. All documents filed or to be filed in any proceeding brought by the Receiver, and  
8 all documents produced in any such proceeding.
- 9 56. All correspondence between counsel in the above captioned proceeding,  
10 including the communications produced herewith.
- 11 57. All documents recorded with the Maricopa County Recorder's office regarding  
12 DenSco and other lender liens on properties purchased by Menaged or his  
13 entities, including documents produced herewith.
- 14 58. Plaintiff's Notice of Service of Preliminary Expert Opinion Declaration, dated  
15 March 9, 2018, a copy of which was previously disclosed and is hereby  
16 reproduced with Bates Numbers.
- 17 59. Plaintiff's Disclosure of Expert Witness Report Re: Standard of Care, dated April  
18 3, 2019, a copy of which was previously disclosed and is hereby reproduced with  
19 Bates Numbers.
- 20 60. Plaintiff's Disclosure of Expert Witness Report Re Damages, dated April 4,  
21 2019, a copy of which was previously disclosed and is hereby reproduced with  
22 Bates Numbers.
- 23 61. Defendants' Disclosure of Expert Witness Enrique "Rick" Rodriguez, dated  
24 April 5, 2019, a copy of which was previously disclosed and is hereby  
25 reproduced with Bates Numbers.
- 26

- 1 62. Defendants' Disclosure of Expert Witness Erin Nelson, dated April 5, 2019, a  
2 copy of which was previously disclosed and is hereby reproduced with Bates  
3 Numbers.
- 4 63. Defendants' Disclosure of Expert Witness Kevin Olson, dated April 5, 2019, a  
5 copy of which was previously disclosed and is hereby reproduced with Bates  
6 Numbers.
- 7 64. Defendants' Disclosure of Expert Witness Scott J. Rhodes, dated April 5, 2019,  
8 a copy of which was previously disclosed and is hereby reproduced with Bates  
9 Numbers.
- 10 65. Defendants' Disclosure of Expert Witness David Perry, dated April 5, 2019, a  
11 copy of which was previously disclosed and is hereby reproduced with Bates  
12 Numbers.
- 13 66. Defendants' Rebuttal Disclosure of Expert Witness Kevin Olson, dated June 7,  
14 2019, a copy of which was previously disclosed and is hereby reproduced with  
15 Bates Numbers.
- 16 67. Defendants' Rebuttal Disclosure of Expert Witness Scott J. Rhodes, dated  
17 June 7, 2019, a copy of which was previously disclosed and is hereby reproduced  
18 with Bates Numbers.
- 19 68. Defendants' Rebuttal Disclosure of Expert Witness David Perry, dated June 7,  
20 2019, a copy of which was previously disclosed and is hereby reproduced with  
21 Bates Numbers.
- 22 69. Plaintiff's Disclosure of Rebuttal Expert Witness Report Re Damages, dated  
23 June 7, 2019, a copy of which was previously disclosed and is hereby reproduced  
24 with Bates Numbers.
- 25  
26

- 1 70. Plaintiff's Disclosure of Rebuttal Expert Witness Report Re Standard of Care,  
2 dated June 7, 2019, a copy of which was previously disclosed and is hereby  
3 reproduced with Bates Numbers. CH\_0018969-19418  
4 71. Expert Dr. Erin Nelson's Invoices. EN0001-11.  
5 72. JPMC 0485-1187; USBANK000895-1044.  
6 73. RECEIVER\_005680-5688.  
7 74. Clark Hill Financial Statements. CH\_0019419-19433.  
8 75. USBANK000895-1044.  
9 76. Peter S. Davis as Court Appointed Receiver of Densco Investment  
10 Corporation v. Thomas P. Smith, et al.: Case No. CV2019-057398 –  
11 Complaint. CH\_0019434-19442.

12 Defendants reserve the right to supplement the list of documents that may be relevant  
13 as information becomes available.

14 **X. INSURANCE AGREEMENTS.**

15 Defendants produced the insurance policies in effect during the relevant time period  
16 and the November 10, 2017 correspondence from Mendes & Mount, LLP, all of which are  
17 stamped "Confidential Materials."

18 DATED this 16<sup>th</sup> day of January, 2020.

19  
20 **COPPERSMITH BROCKELMAN PLC**

21 By: 

22 John E. DeWulf  
23 Marvin C. Ruth  
24 Vidula U. Patki  
25 2800 North Central Avenue, Suite 1900  
26 Phoenix, Arizona 85004  
Attorneys for Defendants

1 **ORIGINAL** mailed and emailed this  
16<sup>th</sup> day of January, 2020 to:

2 Colin F. Campbell, Esq.  
3 Geoffrey M. T. Sturr, Esq.  
Joseph Roth, Esq.  
4 Joshua M. Whitaker, Esq.  
OSBORN MALEDON, P.A.  
5 2929 N. Central Ave., Suite 2100  
Phoenix, AZ 85012-2793  
6 Attorneys for Plaintiff

7   
8 \_\_\_\_\_

**VERIFICATION**


STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF Maricopa    )

David G. Beauchamp, being first duly sworn upon his oath, deposes and says:

I, David G. Beauchamp, am a Defendant in the matter *Peter S. Davis, as Receiver for DenSco Investment Corp. v. Clark Hill PLC; David G. Beauchamp and Jane Doe Beauchamp, Maricopa County Superior Court Case No. CV2017-013832*. I have read the foregoing Defendants' Tenth Supplemental Rule 26.1 Disclosure Statement and know its contents. The matters stated in the foregoing Tenth Supplemental Rule 26.1 Disclosure Statement are true and correct to the best of my knowledge except as to those matters that are stated upon information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

DATED this 17th day of January, 2020.

  
\_\_\_\_\_  
David G. Beauchamp

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Edward J. Hood, being first duly sworn upon his oath, deposes and says:

I declare under penalty of perjury under the laws of the State of Michigan that the foregoing is true and correct.

Edward J. Hood



## Plaintiff's Trial Exhibit List

Trial Ex.	Date	Description	Bates	Depo Ex.	Objection Foundation Authenticity	Objection Other
<b>BILLING AND INVOICE DOCUMENTS</b>						
1	2012-07-17	Bryan Cave bill issued to DenSco	BC 003068-003070			
2	2012-09-19	Bryan Cave bill issued to DenSco	BC 003071-003073			
3	2013-05-07	Bryan Cave bill issued to DenSco	BC 003074-003077	106A Beauchamp		
4	2013-06-17	Bryan Cave bill issued to DenSco	BC 003078-003080	119 Beauchamp		
5	2013-07-23	Bryan Cave bill issued to DenSco	BC 003081-003086	132 Beauchamp		
6	2013-08-14	Bryan Cave bill issued to DenSco	BC 003087-003090	133 Beauchamp		
7	2013-09-24	Bryan Cave bill issued to DenSco	BC 003091-003093	139 Beauchamp		
8	2014-02-20	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0002308-0002317	6 Schenck		
9	2014-03-14	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0002673-0002680	7 Schenck		
10	2014-04-24	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0004324-0004332	9 Schenck		
11	2014-05-23	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0000513-0000523	10 Schenck		
12	2014-06-25	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0005221-0005226	11 Schenck		
13	2014-07-16	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0005263-0005265	12 Schenck		
14	2014-08-20	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0005289-0005291	13 Schenck		
15	2016-04-27	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0006381-0006383	14 Schenck		
16	2016-05-13	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0006376-0006379	15 Schenck		
17	2016-06-15	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0008985-0008987	16 Schenck		
18	2016-07-22	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0008940-0008942	17 Schenck		
19	2016-09-12	Excerpt from Invoice	DIC0010493	221 Beauchamp		
20	2016-09-14	Letter from D. Beauchamp to P. Davis with enclosed invoices	DIC0010490-0010503	320 Beauchamp		
21	2016-09-16	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0008032-0008045	18 Schenck		
22	2016-10-20	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0008016-0008019	327 Beauchamp		
23	2016-10-20	Letter from D. Beauchamp to D. Chittick with enclosed invoices	CH 0008028-0008031	19 Schenck		
<b>BEAUCHAMP EMAILS</b>						
24	2012-06-28	E-mail exchange between D. Chittick and D. Beauchamp	BC 001869-001872			
25	2012-08-03	Chittick, Heuer and Matt Gallaher email thread	RECEIVER_001559-001660			
26	2012-08-07	E-mail exchange between D. Beauchamp and D. Chittick	BC 001878-001880			
27	2012-09-21	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0011292-0011296	488 Davis		
28	2012-09-21	E-mail between D. Chittick and S. Menaged	R-RFP-Response000916-000917	487 Davis		
29	2012-09-24	E-mail between Gregg Reichman and S. Menaged	AF000287	489 Davis		
30	2012-09-24	E-mail between D. Chittick and S. Menaged	CH REC CHI_0009504	491 Davis		
31	2012-09-24	E-mail between D. Chittick and S. Menaged	CH REC CHI_0009518	494 Davis		
32	2012-09-24	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0011270	492 Davis		
33	2012-09-24	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0011282	490 Davis		
34	2012-09-26	E-mail between D. Chittick and S. Menaged	CH REC CHI_0009548	495 Davis		
35	2012-09-27	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0011211	496 Davis		
36	2012-09-28	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0011208	497 Davis		
37	2012-10-18	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0010901	498 Davis		
38	2012-10-30	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0010819	499 Davis		
39	2012-11-12	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0010495	500 Davis		
40	2013-01-08	E-mail exchange between D. Beauchamp and D. Chittick	BC 001886-001887			
41	2013-03-14	E-mail exchanges between D. Beauchamp and D. Chittick	BC 001908-001909			
42	2013-03-17	E-mail exchange between D. Beauchamp and D. Chittick	BC 001906			
43	2013-03-25	E-mail exchange between First Legal Network and D. Beauchamp	BC 001892-001905			
44	2013-04-12	E-mail exchange between D. Beauchamp and D. Chittick	BC 001925-001929			
45	2013-05-01	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0003693-0003696	105A Beauchamp		
46	2013-05-05	E-mail exchange D. Chittick and Warren Bush	CH REC CHI_0107396			
47	2013-06-10	E-mail exchange between D. Beauchamp and M. Weakley	DIC0003660-0003661	109 Beauchamp		
48	2013-06-10	E-mail from D. Beauchamp to R. Pederson	DIC0003667-0003668	108 Beauchamp		
49	2013-06-11	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0003637-0003639	110 Beauchamp		
50	2013-06-14	E-mail exchange between D. Chittick and D. Beauchamp	BC 001961-001962	113 Beauchamp		
51	2013-06-14	E-mail exchange between D. Chittick and D. Beauchamp	BC 001965	113 Beauchamp		
52	2013-06-14	E-mail exchange between D. Chittick and D. Beauchamp	BC 001966-001967	113 Beauchamp		
53	2013-06-14	E-mail exchange between D. Chittick and D. Beauchamp with Lili lawsuit	BC 001968-001978	113 Beauchamp		
54	2013-06-14	E-mail from S. Menaged to D. Beauchamp, D. Chittick	DIC0000053-0000054	112 Beauchamp		
55	2013-06-14	E-mail exchange D. Chittick, S. Menaged cc D. Beauchamp with Freo Lawsuit attached	DIC0000055-0000069			
56	2013-06-14	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0003633-0003634	113 Beauchamp		
57	2013-06-17	E-mail exchange between D. Chittick and D. Beauchamp	BC 001959-001960			
58	2013-06-17	E-mail from D. Beauchamp to M. Weakley	DIC0003612-0003614	118 Beauchamp		
59	2013-06-17	E-mail from D. Beauchamp to R. Wang	DIC0003615	117 Beauchamp		
60	2013-06-17	E-mail exchanges between D. Beauchamp and R. Wang	DIC0003616-0003620	114 Beauchamp		
61	2013-06-21	E-mail exchanges between D. Beauchamp, R. Wang, K. Henderson, R. Endicott, G. Jensen	DIC0003655-0003657	122 Beauchamp		
62	2013-06-25	E-mail from D. Beauchamp to E. Sipes	DIC0003574-0003575	125 Beauchamp		
63	2013-06-27	E-mails from D. Chittick to D. Beauchamp	DIC0003572-0003573	128 Beauchamp		
64	2013-07-01	E-mail exchange between E. Sipes and D. Beauchamp	DIC0003495-0003496	129 Beauchamp		
65	2013-07-10	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0018301	501 Davis		
66	2013-07-10	E-mail exchange D. Chittick and D. Beauchamp	DIC0003490-0003491	130A Beauchamp		
67	2013-07-11	E-mail exchange between D. Beauchamp and D. Chittick	DIC0003486-0003487	130A Beauchamp		
68	2013-07-19	E-mail exchange between D. Beauchamp and D. Chittick	BC 0020103	131 Beauchamp		
69	2013-08-06	E-mail exchanges between D. Beauchamp and G. Jensen	DIC0003482-0003483	132 Beauchamp		
70	2013-08-26	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0016827	502 Davis		
71	2013-08-30	E-mail exchange between T. Daniels and D. Chittick with attachment	BC 002021-002025	135 Beauchamp		
72	2013-09-10	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0016642	503 Davis		
73	2013-09-12	E-mail from D. Beauchamp to D. Chittick with attachment	CH 0000803-0000810	137 Beauchamp		
74	2013-09-12	E-mail exchange between D. Beauchamp and D. Chittick re engagement	CH 0000816-0000818	138 Beauchamp		
75	2013-09-12	E-mail exchanges between D. Beauchamp and D. Chittick	CH 0005451-0005453	136A Beauchamp		
76	2013-11-02	E-mail between Gregg Reichman and S. Menaged and Veronica Gutierrez	CH REC MEN_0016281	504 Davis		
77	2013-11-06	E-mail between Gregg Reichman and S. Menaged	NA	505 Davis		
78	2013-12-02	E-mail between Gregg Reichman and S. Menaged	CH REC MEN_0016028	506 Davis		
79	2013-12-18	E-mail exchange between D. Chittick and D. Beauchamp	CH 0000636	140 Beauchamp		
80	2013-12-18	E-mail exchange between D. Chittick and D. Beauchamp	CH 0000708	24 Schenck		
81	2013-12-18	E-mail exchange between D. Beauchamp and D. Schenck	CH 0000709-0000710	30 Schenck		
82	2013-12-24	E-mail exchange between D. Chittick, D. Beauchamp and D. Schenck	CH 0010243-0010244	31 Schenck		
83	2014-01-05	E-mail exchange between D. Chittick and D. Beauchamp	CH 0000852-0000853			
84	2014-01-06	E-mail exchange between D. Chittick and D. Beauchamp with attachment	CH 0000828-0000848	142 Beauchamp		
85	2014-01-06	E-mail exchange between D. Chittick, D. Beauchamp and D. Schenck	CH 0000849-0000850	32 Schenck		
86	2014-01-06	E-mail exchange between D. Beauchamp and L. Stringer	CH 0005550	141 Beauchamp		
87	2014-01-06	Calendar entry	CH 0010087	144 Beauchamp		
88	2014-01-07	E-mail from D. Chittick to D. Beauchamp, S. Menaged with attachment	CH 0001506-0001523			
89	2014-01-09	E-mail exchange between D. Chittick and D. Beauchamp	CH 0001494-0001495	147 Beauchamp		
90	2014-01-09	E-mail exchange between D. Beauchamp, D. Chittick, T. Daniels	CH 0001496-0001499	146 Beauchamp		
91	2014-01-09	E-mail exchange between D. Chittick, D. Beauchamp and D. Schenck	CH 0001502-0001503	36 Schenck		
92	2014-01-09	E-mail from D. Beauchamp to L. Stringer	CH 0005916-0005920	144 Beauchamp		
93	2014-01-09	E-mail exchange between D. Beauchamp and D. Schenck	CH 0009889	35 Schenck		
94	2014-01-09	E-mail exchange between D. Chittick and D. Beauchamp	DIC0007125-7126	147 Beauchamp		
95	2014-01-10	E-mail exchanges between R. Miller, D. Beauchamp, K. Velazquez, D. Chittick, T. Daniels	DIC0007102-0007107	148 Beauchamp		
96	2014-01-12	E-mail exchanges between D. Chittick, S. Menaged, D. Beauchamp	DIC0007094-0007096	150 Beauchamp		
97	2014-01-13	E-mail exchanges between D. Chittick, S. Menaged, D. Beauchamp	DIC0007075-0007076	155 Beauchamp		
98	2014-01-13	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0007084-0007087	151 Beauchamp		
99	2014-01-14	E-mail exchange between L. Stringer and D. Beauchamp	CH 0001574-0001575	161 Beauchamp		

100	2014-01-14	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0007070-0007071	160 Beauchamp		
101	2014-01-14	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0007074	159 Beauchamp		
102	2014-01-15	E-mail exchange between D. Chittick and D. Beauchamp	CH 0001224-0001227	164 Beauchamp		
103	2014-01-15	E-mail exchange between D. Schenck and D. Beauchamp re NDA	CH 0001392-0001397			
104	2014-01-15	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006282-0006288	175 Beauchamp		
105	2014-01-15	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006935-0006937	171 Beauchamp		
106	2014-01-15	E-mail exchange between D. Chittick and D. Beauchamp and S. Menaged	DIC0006992-0006994	174 Beauchamp		
107	2014-01-15	E-mail exchanges between D. Chittick, D. Beauchamp, B. Miller	DIC0006995-0006999	172 Beauchamp		
108	2014-01-15	E-mail exchange between D. Chittick, D. Beauchamp, S. Menaged	DIC0007000-0007002	173 Beauchamp		
109	2014-01-15	E-mail exchange between D. Beauchamp and L. Stringer, D. Schenck with attachment	DIC0007012-0007014	170B Beauchamp		
110	2014-01-15	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0007017-0007019	170A Beauchamp		
111	2014-01-15	E-mail exchange between D. Chittick and D. Beauchamp	DIC0007028-0007029	170 Beauchamp		
112	2014-01-15	E-mail exchanges between D. Beauchamp and D. Chittick with non-disclosure agreement	DIC0007032-0007033; DIC0008586-0008590	39 Schenck		
113	2014-01-15	E-mail exchanges between D. Beauchamp and J. Goulder	DIC0007034-0007035	168 Beauchamp		
114	2014-01-15	E-mail exchanges between D. Beauchamp and B. Miller	DIC0007037-0007038	166 Beauchamp		
115	2014-01-15	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0007039-0007041	165 Beauchamp		
116	2014-01-15	E-mail exchanges between D. Beauchamp and B. Miller	DIC0007061-0007062	162 Beauchamp		
117	2014-01-15	E-mail D. Beauchamp and L. String, D. Schenck with Term Sheet	DIC0007012-0007015	170B Beauchamp		
118	2014-01-16	E-mail exchange between D. Beauchamp and D. Chittick	CH 0000914	41 Schenck		
119	2014-01-16	D. Schenck to D. Beauchamp E-mail with attachments	CH 0000956-0000968	42 Schenck		
120	2014-01-16	E-mail exchange regarding revised term sheet with attachment	CH 0001015-0001021	43 Schenck		
121	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006049	177 Beauchamp		
122	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006268-0006269	177 Beauchamp		
123	2014-01-16	E-mail from S. Menaged to D. Beauchamp and D. Chittick	DIC0006050	180 Beauchamp		
124	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006236-0006238	44 Schenck		
125	2014-01-16	E-mail exchanges between D. Beauchamp and B. Miller	DIC0006239-0006241	182 Beauchamp		
126	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006242-0006244	45 Schenck		
127	2014-01-16	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006261-0006263	179 Beauchamp		
128	2014-01-16	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006266-0006267	178 Beauchamp		
129	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp and S. Menaged	DIC0006272-0006273	177 Beauchamp		
130	2014-01-16	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006274-0006281	176 Beauchamp		
131	2014-01-16	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006321-0006322	187 Beauchamp		
132	2014-01-16	E-mail exchanges between D. Beauchamp, B. Miller, D. Chittick	DIC0006323-0006324	187 Beauchamp		
133	2014-01-16	E-mail exchanges between D. Beauchamp and B. Miller	DIC0006325-0006326	187 Beauchamp		
134	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp, S. Menaged	DIC0006330-0006331	187 Beauchamp		
135	2014-01-16	E-mail exchange between D. Beauchamp and D. Schenck	DIC0006334-0006335	50 Schenck		
136	2014-01-16	E-mail exchanges between D. Beauchamp and D. Schenck	DIC0007521-0007525	50 Schenck		
137	2014-01-16	E-mail exchange between D. Chittick, D. Diethelm, C. Cardon, L. Hoebing	DIC0006340-0006341	186 Beauchamp		
138	2014-01-16	E-mail exchanges between D. Beauchamp and B. Miller	DIC0006346-0006347	185 Beauchamp		
139	2014-01-16	E-mail exchange D. Beauchamp and D. Schenck	DIC0006364-0006365	185 Beauchamp		
140	2014-01-16	E-mail exchanges between D. Beauchamp, D. Chittick, and D. Schenck	DIC0006371-0006372	185 Beauchamp		
141	2014-01-16	E-mail exchanges between D. Beauchamp and B. Miller	DIC0006384-0006385	184 Beauchamp		
142	2014-01-16	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006388-0006389	183D Beauchamp		
143	2014-01-16	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006397-0006398	48 Schenck		
144	2014-01-16	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006402-0006403	47 Schenck		
145	2014-01-16	E-mail exchanges between D. Beauchamp, D. Chittick, and D. Schenck	DIC0006420-0006421	46 Schenck		
146	2014-01-16	E-mail exchanges between D. Beauchamp, S. Menaged, and D. Chittick	DIC0006535-0006536	187 Beauchamp		
147	2014-01-16	E-mail exchanges between D. Beauchamp and B. Miller	DIC0006539-0006542	187 Beauchamp		
148	2014-01-17	E-mail exchange between D. Chittick and D. Beauchamp	CH 0001136			
149	2014-01-17	E-mail exchange between D. Beauchamp and D. Chittick re Term Sheet attachment	CH 0001176-0001182	188 Beauchamp		
150	2014-01-17	E-mail exchange between D. Beauchamp, Robert Anderson and D. Schenck with attachments	CH 0001445-0001465	53 Schenck		
151	2014-01-17	E-mail exchange between D. Beauchamp and D. Chittick	CH 0005728	187 Beauchamp		
152	2014-01-17	E-mail exchange between D. Beauchamp and D. Schenck with attachments	CH 0005790-0005807	51 Schenck		
153	2014-01-17	E-mail exchange between D. Chittick, D. Diethelm, C. Cardon, L. Hoebing	DIC0006429-0006431	194 Beauchamp		
154	2014-01-17	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006435-0006436	193 Beauchamp		
155	2014-01-17	E-mail exchange between D. Chittick, D. Beauchamp, S. Menaged, J. Goulder	DIC0006441	191 Beauchamp		
156	2014-01-17	E-mail exchange between D. Beauchamp and S. Menaged	DIC0006449-0006550	190 Beauchamp		
157	2014-01-17	E-mail exchanges between D. Beauchamp, S. Menaged, and D. Chittick	DIC0006452-0006453	190 Beauchamp		
158	2014-01-17	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006465-0006468	197 Beauchamp		
159	2014-01-17	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006495-0006496	196 Beauchamp		
160	2014-01-17	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006504-0006506	195 Beauchamp		
161	2014-01-17	E-mail exchange between D. Beauchamp, S. Menaged, and D. Chittick	DIC0006549-0006551	189 Beauchamp		
162	2014-01-17	E-mail exchange between S. Menaged, and D. Chittick	DIC0006552-0006554	189 Beauchamp		
163	2014-01-17	E-mail exchange between D. Chittick, D. Beauchamp and S. Menaged	DIC0006321-0006322	187 Beauchamp		
164	2014-01-17	E-mail exchange between D. Beauchamp, L. Stringer, D. Schenck	DIC0006558-0006559	52 Schenck		
165	2014-01-21	E-mail exchange between D. Beauchamp and D. Schenck	CH 0000046	55 Schenck		
166	2014-01-21	E-mail exchange between D. Chittick, D. Schenck, D. Beauchamp and Robert Anderson with attachments	CH 0001410-0001418	57 Schenck		
167	2014-01-21	E-mail between D. Chittick and S. Menaged	CH REC CHI 0059635	546 Davis		
168	2014-01-21	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006458	199 Beauchamp		
169	2014-01-21	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006462-0006463	198B Beauchamp		
170	2014-01-21	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006526	201 Beauchamp		
171	2014-01-21	E-mail exchange between D. Chittick, D. Beauchamp, S. Menaged	DIC0006533-0006534	199 Beauchamp		
172	2014-01-21	E-mail exchanges between D. Beauchamp and D. Schenck	DIC0006568-0006569	56 Schenck		
173	2014-01-21	E-mail exchange between D. Beauchamp, R. Anderson, D. Chittick	DIC0006592-0006593	54 Schenck		
174	2014-01-21	E-mail exchange between D. Beauchamp, R. Anderson, and D. Chittick	DIC0006594-0006597	58 Schenck		
175	2014-01-22	E-mail exchange between D. Beauchamp and D. Chittick	CH 0001433	202 Beauchamp		
176	2014-01-23	E-mail exchange between D. Beauchamp, Robert Anderson, D. Schenck with attachment	CH 0001632-0001644	202 Beauchamp		
177	2014-01-23	E-mail exchange between D. Beauchamp, R. Anderson and D. Schenck with attachment.	CH 0001645-0001654	59 Schenck		
178	2014-01-23	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006590-0006591	202 Beauchamp		
179	2014-01-24	E-mail exchange between D. Chittick and D. Beauchamp with attachment	CH 0001672-0001686	202 Beauchamp		
180	2014-01-24	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006578-0006581	203 Beauchamp		
181	2014-01-25	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006576-0006577	204 Beauchamp		
182	2014-01-28	E-mail exchange D. Schenck, R. Anderson and D. Beauchamp with attachment	CH 0001606-0001618	60 Schenck		
183	2014-01-29	E-mail exchanges between D. Chittick and S. Menaged; and D. Beauchamp	CH 0001689			
184	2014-01-29	Calendar Appointment R. Anderson	CH 0013389	61 Schenck		
185	2014-01-30	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006516-0006518			
186	2014-01-31	E-mail exchange D. Chittick and S. Menaged; D. Chittick and D. Beauchamp	CH 0001595	205 Beauchamp		
187	2014-01-31	Calendar Appointment R. Anderson	CH 0013391	62 Schenck		
188	2014-01-31	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006611-0006614	205 Beauchamp		
189	2014-02-03	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006627-0006632	329 Beauchamp		
190	2014-02-03	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006651-0006653	328 Beauchamp		
191	2014-02-04	E-mail between D. Chittick, S. Menaged and cc: D. Beauchamp with attach.	CH 0001087-001091	136B Beauchamp		
192	2014-02-04	E-mail between D. Beauchamp and D. Chittick	CH 0001758	333 Beauchamp		
193	2014-02-04	E-mail scan between D. Beauchamp and D. Schenck with attachment	CH 0001787-CH 0001803	63 Schenck		
194	2014-02-04	E-mail exchange between D. Chittick and D. Beauchamp with attachment	CH 0001807-0001815	331 Beauchamp		
195	2014-02-04	E-mail exchange between D. Chittick, S. Menaged and D. Beauchamp with Exhibit A Loans	CH 0001807-0001815			
196	2014-02-04	E-mail between D. Beauchamp and D. Chittick with forbearance agreement	CH 0001819-0001835	335 Beauchamp		
197	2014-02-04	Beauchamp E-mail to Schenck re Forbearance Agreement with attachments	CH 0006694-0006708	334 Beauchamp		
198	2014-02-04	E-mail between D. Beauchamp, D. Schenck with draft forbearance agreement	CH 0006694-0006708	65 Schenck		
199	2014-02-04	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006576-0006678	337 Beauchamp		
200	2014-02-04	E-mail exchange between D. Chittick and D. Beauchamp	DIC0006598-0006599	332 Beauchamp		
201	2014-02-04	E-mail exchanges between D. Beauchamp and J. Goulder	DIC0006623-0006624			
202	2014-02-04	E-mail from D. Beauchamp to D. Chittick	DIC0006625-0006626	336 Beauchamp		
203	2014-02-04	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006676-0006678	64 Schenck		
204	2014-02-05	E-mail exchanges between D. Beauchamp and D. Chittick	CH 0001696			

205	2014-02-05	E-mail exchange between D. Chittick and D. Beauchamp	CH 0001726		
206	2014-02-05	E-mail exchange between D. Beauchamp and D. Chittick	CH 0006655	66 Schenck	
207	2014-02-05	Schenck email attached image and Orange Drive Deed of Trust	CH 0011140-0011145	67 Schenck	
208	2014-02-05	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006669-0006670		
209	2014-02-05	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006671-0006672		
210	2014-02-06	E-mail exchange between D. Beauchamp and D. Schenck with Guaranty Agreement	CH 0000212-0000227	68 Schenck	
211	2014-02-06	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0001928-0001953	340 Beauchamp	
212	2014-02-06	E-mail exchange D. Beauchamp and D. Chittick with Forbearance Agreement drafts	CH 0001928-0001962		
213	2014-02-06	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0002017-0002021	339 Beauchamp	
214	2014-02-06	E-mail exchange between D. Chittick and D. Beauchamp	CH 0002017		
215	2014-02-06	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0002024-0002032	338 Beauchamp	
216	2014-02-06	E-mail exchanges between D. Chittick and D. Beauchamp	DIC0006667-0006668		
217	2014-02-06	E-mail Menaged to Chittick with cashier's check	DIC0052993-0052994	542 Davis	
218	2014-02-07	E-mail exchange between D. Beauchamp and D. Schenck with attachments	CH 0000368-0000376	69 Schenck	
219	2014-02-07	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002014	344 Beauchamp	
220	2014-02-07	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002042-0002044		
221	2014-02-07	E-mail exchange between J. Goulder and D. Beauchamp with attachments	CH 0002045-0002079	70 Schenck	
222	2014-02-07	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002080-0002082		
223	2014-02-07	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0002080-0002132	343 Beauchamp	
224	2014-02-07	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002203		
225	2014-02-07	E-mail between D. Chittick and S. Menaged	CH_REC_MEN_0027195-0027196	547 Davis	
226	2014-02-07	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006656-0006658		
227	2014-02-07	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006659-0006660		
228	2014-02-07	E-mail exchanges between D. Beauchamp and D. Schenck	DIC0006663-0006664	71 Schenck	
229	2014-02-07	E-mail exchanges between D. Beauchamp and D. Chittick; Beauchamp and L. Stringer	DIC0006665-0006666		
230	2014-02-09	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006702-0006704	345 Beauchamp	
231	2014-02-09	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006702-0006704	72 Schenck	
232	2014-02-10	E-mail exchange between D. Beauchamp and D. Chittick	DIC0005412		
233	2014-02-11	E-mail between D. Chittick and S. Menaged	CH_REC_MEN_0026867	548 Davis	
234	2014-02-12	R. Anderson Appointment	CH 0013390	73 Schenck	
235	2014-02-13	E-mail exchange between D. Beauchamp, J. Goulder, D. Chittick, S. Menaged with attachments	CH_0002465-0002498		
236	2014-02-13	E-mail between D. Beauchamp, D. Chittick and S. Menaged	CH 0002503	349 Beauchamp	
237	2014-02-13	E-mail between D. Schenck, D. Beauchamp with draft forbearance agreements	CH 0002507-0002540	74 Schenck	
238	2014-02-13	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006761-0006763	348 Beauchamp	
239	2014-02-15	E-mail between D. Chittick and D. Beauchamp	CH 0009952		
240	2014-02-15	E-mail between D. Beauchamp and D. Chittick	CH 0009955		
241	2014-02-15	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006790-0006791	351 Beauchamp	
242	2014-02-15	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006797-0006798	350 Beauchamp	
243	2014-02-17	R. Anderson Appointment	CH 0013387	76 Schenck	
244	2014-02-17	E-mail exchanges between S. Menaged, J. Goulder, and D. Chittick	DIC0006786-0006787		
245	2014-02-18	E-mail exchange between D. Chittick, J. Goulder, and D. Beauchamp, S. Menaged	DIC0006816-0006818		
246	2014-02-19	E-mail exchanges between S. Menaged, J. Goulder, and D. Beauchamp	DIC0006890-0006893		
247	2014-02-20	R. Anderson Appointment	CH 0013388	77 Schenck	
248	2014-02-20	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006822-0006823	356 Beauchamp	
249	2014-02-20	E-mail exchange between D. Beauchamp, R. Gordon, K. Wakim, J. Applebaum	DIC0006831-0006833	80 Schenck	
250	2014-02-20	E-mail exchange between W. Price, D. Beauchamp, R. Gordon, K. Wakim, J. Applebaum	DIC0006834-0006836	81 Schenck	
251	2014-02-20	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006894-0006895	353 Beauchamp	
252	2014-02-21	E-mail exchange between D. Beauchamp, W. Price, K. Wakim, R. Gordon, J. Applebaum	DIC0006776-0006779		
253	2014-02-24	E-mail exchanges between W. Price and D. Beauchamp	DIC0006733-0006737		
254	2014-02-25	E-mail exchange between Jeff Goulder and D. Beauchamp re Revised Forbearance Agreement	CH_0002346-0002379		
255	2014-02-25	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006757-0006758	360 Beauchamp	
256	2014-02-26	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002380-0002383		
257	2014-02-26	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002405	361 Beauchamp	
258	2014-02-26	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006679-0006681	363 Beauchamp	
259	2014-02-26	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006686-0006688	362 Beauchamp	
260	2014-02-26	E-mail exchange between D. Beauchamp and William Price	DIC0006689-0006690	364 Beauchamp	
261	2014-02-27	E-mail exchange between D. Beauchamp and R. Anderson	CH 0002321-0002322	83 Schenck	
262	2014-02-27	E-mail exchange between D. Chittick and D. Beauchamp	CH 0002331		
263	2014-02-27	E-mail exchange between D. Beauchamp and B. Price	DIC0006696	366 Beauchamp	
264	2014-02-28	E-mail exchange between R. Anderson and D. Beauchamp	CH 0002338-0002340	84 Schenck	
265	2014-03-02	E-mail between D. Beauchamp, K. Beauchamp and D. Chittick	CH 0002974	367 Beauchamp	
266	2014-03-04	E-mail exchange between R. Anderson and D. Beauchamp	CH 0002975-0002977	86 Schenck	
267	2014-03-04	Calendar Appointment R. Anderson	CH 0013392	85 Schenck	
268	2014-03-04	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006879-0006880	368 Beauchamp	
269	2014-03-05	E-mail exchange between R. Anderson and D. Beauchamp	CH 0002935-0002937	87 Schenck	
270	2014-03-06	E-mail exchange between R. Anderson and D. Beauchamp	CH 0002978-0002981	88 Schenck	
271	2014-03-06	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006881-0006882		
272	2014-03-07	E-mail exchange between L. Stringer, D. Chittick and cc D. Beauchamp with attach	CH 0002938-0002973	370 Beauchamp	
273	2014-03-07	E-mail exchange between L. Stringer and D. Chittick	CH 0002938		
274	2014-03-07	E-mail exchange between R. Anderson and D. Beauchamp	CH 0007183-0007186	89 Schenck	
275	2014-03-10	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006844-0006846		
276	2014-03-10	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006874-0006876	371 Beauchamp	
277	2014-03-10	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006877-0006878		
278	2014-03-11	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006851-0006855		
279	2014-03-12	E-mail exchange between D. Chittick and L. Stringer re Pretty Forbearance Agreement	CH_0002591-0002608	376 Beauchamp	
280	2014-03-12	E-mail exchange between D. Chittick and L. Stringer re forbearance	CH 0002611-0002629	374 Beauchamp	
281	2014-03-12	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006847-0006848	375 Beauchamp	
282	2014-03-12	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006849-0006850	373 Beauchamp	
283	2014-03-12	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006931-0006932	378 Beauchamp	
284	2014-03-12	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006933-0006934	377 Beauchamp	
285	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	CH 0002825-0002827	384 Beauchamp	
286	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006904-0006905	383 Beauchamp	
287	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006906-0006909	382 Beauchamp	
288	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006911-0006914	381 Beauchamp	
289	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006915-0006918		
290	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006919-0006921		
291	2014-03-13	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006929-0006930		
292	2014-03-14	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0002887-0002923	385 Beauchamp	
293	2014-03-14	E-mail exchange between D. Beauchamp and D. Chittick	CH 0009968		
294	2014-03-14	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006868-0006869		
295	2014-03-17	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0002739-0002774	388 Beauchamp	
296	2014-03-17	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006865-0006867		
297	2014-03-17	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006963-0006966	387 Beauchamp	
298	2014-03-17	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006968-0006971		
299	2014-03-17	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006976-0006978	386 Beauchamp	
300	2014-03-18	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0003746-0003782	390 Beauchamp	
301	2014-03-18	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006837		
302	2014-03-18	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006941-0006944		
303	2014-03-18	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006952-0006954		
304	2014-03-18	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006958-0006960	389 Beauchamp	
305	2014-03-19	E-mail exchange between D. Beauchamp and D. Chittick	CH 0007296-0007298		
306	2014-03-19	E-mail exchange between D. Beauchamp and D. Chittick	DIC0005388-0005391		
307	2014-03-19	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006302-0006304		
308	2014-03-19	E-mail exchange between D. Beauchamp and D. Schenck	DIC0006305-0006307		
309	2014-03-20	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH_0000027-0000045		

310	2014-03-20	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0003696-0003714	391 Beauchamp		
311	2014-03-20	E-mail exchange between D. Beauchamp and D. Chittick	CH 0003716			
312	2014-03-20	E-mail exchange between D. Beauchamp and D. Chittick	CH 0003741			
313	2014-03-21	E-mail exchange between D. Beauchamp and D. Chittick	CH 0003715	392 Beauchamp		
314	2014-03-21	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006165-0006168			
315	2014-03-21	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006173-0006174			
316	2014-03-24	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0003609-0003627	393 Beauchamp		
317	2014-03-25	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0000245-0000265	394 Beauchamp		
318	2014-03-25	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006177	90 Schenck		
319	2014-03-25	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006179-0006181			
320	2014-03-26	E-mail exchange between D. Schenck, D. Chittick and CC D. Beauchamp with attachments	CH 0002988-0003105			
321	2014-03-26	E-mail exchange between D. Beauchamp and D. Schenck	DIC0006182-0006184			
322	2014-03-26	E-mail exchange between D. Beauchamp and D. Schenck	DIC0006185-0006186			
323	2014-03-26	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006187-0006190			
324	2014-03-26	E-mail exchange between D. Schenck and D. Beauchamp	DIC0006191-0006192			
325	2014-03-26	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006193-0006194			
326	2014-03-26	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006195-0006196			
327	2014-03-26	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006197-0006199			
328	2014-03-26	E-mail exchanges between D. Beauchamp and D. Chittick	CH 0002938-0002973			
329	2014-03-26	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006200-0006202			
330	2014-03-27	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006216-0006217			
331	2014-03-27	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006219	91 Schenck		
332	2014-03-27	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006220	92 Schenck		
333	2014-03-30	E-mail exchange between D. Beauchamp and D. Schenck	DIC0006203-0006205	93 Schenck		
334	2014-03-30	E-mail exchange between D. Beauchamp and D. Schenck	DIC0006206-0006208	94 Schenck		
335	2014-03-30	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006209-0006211			
336	2014-03-30	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006212-0006213			
337	2014-03-30	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0006214-0006215			
338	2014-03-31	E-mail exchange D. Schenck and D. Beauchamp with attach.	CH 0003147-0003304			
339	2014-03-31	E-mail exchange between D. Beauchamp and D. Chittick	CH 0003305-0003311			
340	2014-04-02	E-mail exchange between D. Beauchamp and D. Chittick	CH 0003869-0003871	395 Beauchamp		
341	2014-04-03	E-mail exchange between D. Schenck and D. Beauchamp with attachments	CH 0003895-0004075			
342	2014-04-03	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004117-0004201			
343	2014-04-03	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004202-0004203	397 Beauchamp		
344	2014-04-03	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004204	396 Beauchamp		
345	2014-04-03	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004206-0004207	398 Beauchamp		
346	2014-04-03	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004209-0004211			
347	2014-04-03	E-mail exchange between D. Beauchamp and D. Schenck	CH 0004212-0004313			
348	2014-04-03	E-mail exchange between D. Beauchamp and D. Schenck	DIC00008063	95 Schenck		
349	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0003876-0003878			
350	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0003879-0003882			
351	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004076-0004081			
352	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004082-0004086			
353	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004087-0004093			
354	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004094-0004099			
355	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004100-0004105			
356	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004106-0004110			
357	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004421-0004442			
358	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004443-0004452			
359	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004453-0004474			
360	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004475-0004495			
361	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004496-0004520			
362	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004666-0004681			
363	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004682-0004712			
364	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004713-0004744			
365	2014-04-04	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004789-0004790			
366	2014-04-06	E-mail exchange between D. Beauchamp and D. Chittick	CH 0010000-0010001			
367	2014-04-09	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004416-0004417			
368	2014-04-11	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004889-0004890	399 Beauchamp		
369	2014-04-13	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004886-0004888	400 Beauchamp		
370	2014-04-14	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004286-0004287			
371	2014-04-15	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004278-0004280			
372	2014-04-15	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004281-0004282			
373	2014-04-15	E-mail exchange between D. Beauchamp and D. Chittick with Work Out Loan Balance and Easy Loan spreadsheets	CH 0004294-0004314	401 Beauchamp		
374	2014-04-15	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004315-0004318			
375	2014-04-18	E-mail exchange between D. Schenck and D. Chittick	CH 0000007			
376	2014-04-18	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0004241-0004247			
377	2014-04-18	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004248-0004252			
378	2014-04-18	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004253-0004256			
379	2014-04-18	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004257-0004259			
380	2014-04-18	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004260-0004261			
381	2014-04-18	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0007313-0007314	97A Schenck		
382	2014-04-18	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0007324-0007327	98 Schenck		
383	2014-04-21	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004409-0004411			
384	2014-04-22	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004414			
385	2014-04-23	E-mail exchange between Gary Thompson and D. Chittick	CH 0004319-0004321			
386	2014-04-24	E-mail exchange between D. Schenck and D. Beauchamp	DIC0007293			
387	2014-04-24	E-mail exchange between D. Chittick and D. Beauchamp w/ POM	DIC0008660-0008730	99 Schenck		
388	2014-04-25	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0000008-0000013			
389	2014-04-25	E-mail exchange between D. Beauchamp and D. Chittick with attachment	CH 0000235-0000236			
390	2014-04-25	E-mail exchange between D. Beauchamp and D. Chittick	CH 0000266			
391	2014-04-25	E-mail exchange between D. Beauchamp and D. Chittick with attachments	CH 0000270-0000275			
392	2014-04-25	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004322			
393	2014-04-25	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0007297-0007298			
394	2014-04-26	E-mail exchange between D. Beauchamp and D. Chittick	DIC0007288-0007290			
395	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004915-0004921			
396	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004922-0004927			
397	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004929			
398	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004931			
399	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	CH 0004960-0004967			
400	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	DIC0007226			
401	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	DIC0007236-0007237			
402	2014-04-28	E-mail exchange between D. Beauchamp and D. Chittick	DIC0007274-0007276			
403	2014-05-02	E-mail exchange between D. Schenck and D. Beauchamp	DIC0007221-0007222	100A Schenck		
404	2014-05-14	E-mail exchange between D. Beauchamp and D. Chittick	CH 0005126-0005128			
405	2014-05-14	E-mail exchange between D. Chittick and D. Beauchamp	DIC0007209-0007216			
406	2014-05-14	E-mail exchanges between D. Beauchamp and D. Chittick	DIC0007217			
407	2014-05-14	E-mail exchange between D. Schenck and D. Beauchamp with draft POM	DIC0008639; DIC0008874-0008945	101 Schenck		
408	2014-05-15	E-mail exchange between D. Beauchamp and D. Chittick	CH 0005160-0005162			
409	2014-06-12	E-mail exchange between D. Beauchamp and D. Schenck	DIC0007165			
410	2014-06-13	E-mail exchange between D. Beauchamp and D. Schenck	DIC0007152	102 Schenck		
411	2014-06-27	E-mail between D. Chittick and S. Menaged	CH REC CHI 0013617	549 Davis		
412	2015-02-09	E-mail Menaged to Chittick with cashier's checks	DIC0037682-0037687	543 Davis		
413	2015-02-09	E-mail Menaged to Chittick	DIC0037694-0037699	544 Davis		
414	2015-02-23	R. Anderson message to self	CH 0013393	82A Schenck		
415	2015-03-13	E-mail between D. Chittick and S. Menaged	CH REC CHI 0013610	550 Davis		
416	2015-03-13	E-mail exchange between D. Chittick and S. Menaged	CHIT001879-001880	412 Beauchamp		
417	2015-03-13	E-mail exchange between D. Chittick and S. Menaged	CHIT001885-001886	411 Beauchamp		
418	2015-03-31	Chittick email to Koehler	RECEIVER 001564			

419	2015-11-29	Chittick email to Koehler	RECEIVER_001562			
420	2016-06-26	E-mail exchange between Clark Hill employees "While David is Out" and attached list of matters	CH_0018024-0018029			
421	2016-07-30	Beauchamp E-mail to Darrel Davis and Copy to Mark Sifferman re very bad person news	CH_0018101			
422	2016-07-31	E-mail exchange between D. Beauchamp and R. Koehler	CH_0014460-0014461			
423	2016-07-31	E-mail exchange between D. Beauchamp and S. Heuer	DIC0011893-0011894	420 Beauchamp		
424	2016-07-31	E-mail exchange between S. Heuer and D. Beauchamp	DIC0011897-0011898	419 Beauchamp		
425	2016-07-31	E-mail exchange between D. Beauchamp, R. Koehler, S. Heuer	DIC0011899-0011900	418 Beauchamp		
426	2016-07-31	E-mail exchange between D. Beauchamp and R. Koehler	DIC0011901-0011902	417 Beauchamp		
427	2016-08-01	E-mail between D. Beauchamp and S. Heuer	CH_0014634-0014641	448 Heuer		
428	2016-08-01	E-mail forward from D. Beauchamp to Lindsay Grove re Shawna Heuer email titled Denso and Denny	CH_0018030			
429	2016-08-01	E-mail exchange between S. Heuer and D. Beauchamp	DIC0011892	206 Beauchamp		
430	2016-08-02	Calendar Appointment D. Beauchamp	CH_0010467			
431	2016-08-02	Calendar Appointment D. Beauchamp	CH_0010468			
432	2016-08-02	Calendar Appointment D. Beauchamp	CH_0010469			
433	2016-08-02	E-mail exchange between S. Heuer and D. Beauchamp	CH_0014628-0014629			
434	2016-08-02	Calendar Appointment D. Beauchamp	CH_0014775			
435	2016-08-03	E-mail exchange between D. Beauchamp and K. Johnson	CH_0010340-0010341			
436	2016-08-03	E-mail from G. Clapper to D. Beauchamp	CH_0010343			
437	2016-08-03	E-mail exchange Robert Koehler and D. Beauchamp	CH_0014581			
438	2016-08-03	E-mail between D. Beauchamp and S. Heuer	CH_0014596-0014599	441 Heuer		
439	2016-08-03	E-mail exchange between D. Beauchamp and S. Heuer	CH_0014603-0014605			
440	2016-08-03	E-mail exchange between D. Beauchamp and S. Heuer	CH_0014606-0014608			
441	2016-08-03	E-mail exchange between D. Beauchamp, S. Heuer and R. Koehler	CH_0014611-0014613			
442	2016-08-03	E-mail exchange between D. Beauchamp, S. Heuer and R. Koehler	CH_0014619-0014620			
443	2016-08-03	E-mail exchange between D. Beauchamp and S. Heuer	CH_0014622-0014623			
444	2016-08-03	E-mail between D. Beauchamp and S. Heuer	CH_0014625	437 Heuer		
445	2016-08-03	E-mail exchange between R. Koehler and D. Beauchamp	CH_0014581-0014583			
446	2016-08-03	E-mail between D. Beauchamp and R. Koehler	CH_0015071-0015073	438 Heuer		
447	2016-08-03	E-mail exchange between S. Heuer and D. Beauchamp	DIC0011830-0011833	214 Beauchamp		
448	2016-08-03	E-mail exchange between D. Beauchamp and investors	DIC0011836-0011838	213 Beauchamp		
449	2016-08-03	E-mail between D. Beauchamp and S. Heuer	DIC0011851-0011854	440 Heuer		
450	2016-08-03	E-mail between D. Beauchamp and S. Heuer	DIC0011861-0011863	439 Heuer		
451	2016-08-04	E-mail exchange between W. Coy and D. Beauchamp	CH_0009714-0009715	217 Beauchamp		
452	2016-08-04	E-mail exchanges between W. Coy and D. Beauchamp	DIC0010264-0010265	222 Beauchamp		
453	2016-08-04	E-mail exchanges between W. Coy and D. Beauchamp	DIC0010328	219 Beauchamp		
454	2016-08-04	E-mail exchange between D. Beauchamp, R. Koehler, S. Heuer	DIC0010341-0010342	218 Beauchamp		
455	2016-08-05	E-mail exchange between D. Beauchamp and S. Heuer	CH_0014569-0014571			
456	2016-08-05	E-mail exchange D. Beauchamp, S. Heuer, Robert Koehler	CH_0014572			
457	2016-08-05	E-mail between S. Heuer, D. Beauchamp and R. Koehler	CH_0014572-0014575	442 Heuer		
458	2016-08-05	E-mail exchange between D. Beauchamp and S. Heuer	CH_0015050			
459	2016-08-05	E-mail exchange between D. Beauchamp and T. Smith	DIC0010221	228 Beauchamp		
460	2016-08-05	E-mail exchange between D. Beauchamp, W. Coy, G. Clapper	DIC0010228-0010230	226 Beauchamp		
461	2016-08-05	E-mail between D. Beauchamp and S. Heuer	DIC0010231-0010233	443 Heuer		
462	2016-08-05	E-mail from D. Beauchamp to DenSco investors	DIC0010234-0010236			
463	2016-08-05	E-mail exchange between D. Beauchamp and E. Cohen	DIC0010237-0010241	225 Beauchamp		
464	2016-08-05	E-mail exchange between D. Beauchamp, W. Coy, G. Clapper	DIC0010242-0010244	224 Beauchamp		
465	2016-08-05	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010248	223 Beauchamp		
466	2016-08-06	E-mail exchange between W. Ledet and DenSco Investors	DIC0010163			
467	2016-08-06	E-mail exchange R. Griswold and D. Beauchamp	DIC0010220	229 Beauchamp		
468	2016-08-07	E-mail exchange between B. Imdieke & D. Beauchamp	CH_0009474-0009477			
469	2016-08-07	E-mail exchange between B. Imdieke, D. Beauchamp & S. Heuer	CH_0014548-0014549			
470	2016-08-07	E-mail exchange between D. Beauchamp and C. Brown	DIC0010111-0010115	237 Beauchamp		
471	2016-08-07	E-mail exchange between D. Beauchamp and L. Grove	DIC0010125-0010126	236 Beauchamp		
472	2016-08-07	E-mail between D. Beauchamp, Brian Imdieke and S. Heuer	DIC0010134-0010136	444 Heuer		
473	2016-08-07	E-mail exchange between T. Byrne and DenSco Investors	DIC0010140-0010143	235 Beauchamp		
474	2016-08-07	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010150	234 Beauchamp		
475	2016-08-07	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010151	233 Beauchamp		
476	2016-08-07	E-mail exchange between D. Beauchamp and R. Imdieke	DIC0010157	232 Beauchamp		
477	2016-08-07	E-mail exchange between D. Beauchamp and R. Imdieke	DIC0010158	230 Beauchamp		
478	2016-08-07	E-mail exchange between A. Burdett and D. Beauchamp	DIC0010160-0010161	231 Beauchamp		
479	2016-08-08	E-mail from D. Beauchamp to DenSco investors	CH_0009351-0009358			
480	2016-08-08	E-mail exchange between S. Heuer, D. Beauchamp & P. Erbland	CH_0014535-0014537			
481	2016-08-08	E-mail between D. Beauchamp and S. Heuer	CH_0014538-0014542	450 Heuer		
482	2016-08-08	E-mail exchange between D. Beauchamp and R. Imdieke	DIC0009932-0009936	249 Beauchamp		
483	2016-08-08	E-mail exchange between D. Beauchamp and T. Smith	DIC0009939-0009946	248 Beauchamp		
484	2016-08-08	E-mail exchange between D. Beauchamp and C. Hood	DIC0010017-0010022	247 Beauchamp		
485	2016-08-08	E-mail exchange between D. Beauchamp and D. Hickman	DIC0010035-0010039	246 Beauchamp		
486	2016-08-08	E-mail exchange between D. Beauchamp and K. Johnson	DIC0010042	245 Beauchamp		
487	2016-08-08	E-mail between D. Beauchamp and S. Heuer	DIC0010065-0010068	445 Heuer		
488	2016-08-08	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010071-0010073	244 Beauchamp		
489	2016-08-08	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010074	243 Beauchamp		
490	2016-08-08	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010075-0010076	241 Beauchamp		
491	2016-08-08	E-mail exchange between S. Heuer and D. Beauchamp	DIC0010077-0010079	240 Beauchamp		
492	2016-08-09	E-mail exchange between G. Davis and M. Scroggin	DIC0009840-0009844	259 Beauchamp		
493	2016-08-09	E-mail exchanges between K. Merritt and D. Beauchamp	DIC0009865-0009867			
494	2016-08-09	E-mail exchange between D. Beauchamp and DenSco Investors	DIC0009874-0009875	257 Beauchamp		
495	2016-08-09	E-mail exchange between D. Beauchamp and C. Hood	DIC0009876-0009879	256 Beauchamp		
496	2016-08-09	E-mail exchanges between K. Merritt and D. Beauchamp	DIC0009904-0009905	255 Beauchamp		
497	2016-08-09	E-mail exchange between D. Beauchamp and C. Gorman with Gorman CV (below)	DIC0009906	254 Beauchamp		
498	2016-08-09	E-mail exchange between K. Merritt and D. Beauchamp	DIC0009907	252 Beauchamp		
499	2016-08-10	E-mail from D. Beauchamp to S. Schloz & T. Byrne	CH_0009129-0009134			
500	2016-08-10	E-mail from L. Grove to W. Coy & D. Beauchamp	CH_0009197			
501	2016-08-10	E-mail exchange Michelle Tran and D. Beauchamp	CH_0009219			
502	2016-08-10	E-mail thread S. Swinson, M. Tran and D. Beauchamp	CH_0009219-0009222	459 Sifferman		
503	2016-08-10	Email thread Michelle Tran, David Beauchamp, Scott Swinson, Rob Brinkman	CH_0009214			
504	2016-08-10	E-mail thread S. Swinson, M. Tran and D. Beauchamp	CH_0010228-0010229	460 Sifferman		
505	2016-08-10	E-mail exchange Mike Scroggin and Ralph Kaiser cc Beauchamp	CH_0009210-0009213			
506	2016-08-10	E-mail exchange between D. Beauchamp, W. Coy, and G. Clapper	DIC0009771-0009773	265 Beauchamp		
507	2016-08-10	E-mail between D. Beauchamp and S. Heuer	DIC0009774-0009776	446 Heuer		
508	2016-08-10	E-mail exchange between D. Beauchamp and DenSco Investors	DIC0009777-0009778	264 Beauchamp		
509	2016-08-10	E-mail exchange between T. Smith and S. Schloz	DIC0009825-0009829	262 Beauchamp		
510	2016-08-10	E-mail exchange between L. Grove and W. Coy	DIC0009832			
511	2016-08-11	E-mail from R. Brinkman to D. Beauchamp & S. Swinson	CH_0009095			
512	2016-08-11	E-mail exchanges between D. Beauchamp, T. Byrne, and DenSco Investors	DIC0009636-0009645	270 Beauchamp		
513	2016-08-11	E-mail exchange between D. Beauchamp, T. Byrne, and DenSco Investors	DIC0009678-0009679	268 Beauchamp		
514	2016-08-11	E-mail exchange between D. Beauchamp, T. Byrne, and DenSco Investors	DIC0009680-0009685	269 Beauchamp		
515	2016-08-11	E-mail exchange between D. Beauchamp and G. Clapper	DIC0009702-0009704	267 Beauchamp		
516	2016-08-12	E-mail exchange between P. Meloserdoff, W. Coy, G. Clapper	CH_0009027-0009030	273 Beauchamp		
517	2016-08-12	E-mail exchanges between D. Beauchamp, S. Hearer, J. Polese and W. Coy	DIC0009565-0009570	258 Beauchamp		
518	2016-08-12	E-mail exchange between D. Beauchamp and G. Clapper	DIC0009565-0009570	280 Beauchamp		
519	2016-08-12	E-mail exchanges between S. Hearer, J. Polese and W. Coy	DIC0009575-0009580	279 Beauchamp		
520	2016-08-12	E-mail exchange between D. Beauchamp and J. Polese	DIC0009581-0009584	278 Beauchamp		
521	2016-08-12	E-mail exchanges between D. Beauchamp and K. Merritt	DIC0009587-0009590	277 Beauchamp		
522	2016-08-12	E-mail exchange between W. Coy and J. Polese	DIC0009596-0009598	276 Beauchamp		
523	2016-08-12	E-mail exchange between J. Polese and W. Coy	DIC0009610-0009611	275 Beauchamp		
524	2016-08-12	E-mail between P. Meloserdoff and D. Beauchamp	DIC0009620-0009621	274 Beauchamp		
525	2016-08-12	E-mail exchanges between D. Beauchamp, K. Merritt, G. Clapper	DIC0009632-0009634	271 Beauchamp		
526	2016-08-13	E-mail exchange between D. Beauchamp and G. Clapper	DIC0011626	282 Beauchamp		
527	2016-08-13	S. Heuer email with Letter to Investors	RECEIVER_001549-001551	451 Heuer		

528	2016-08-15	E-mail exchanges between D. Beauchamp and B. Locke	DIC0011339-0011342	288 Beauchamp		
529	2016-08-15	E-mail exchanges between K. Merritt, J. Polese and W. Coy	DIC0011343-0011344			
530	2016-08-15	E-mail exchanges between D. Beauchamp and C. Hyman	DIC0011356-0011357	286 Beauchamp		
531	2016-08-15	E-mail exchange between D. Beauchamp and L. Grove	DIC0011362	287 Beauchamp		
532	2016-08-15	E-mail between J. Polese and W. Coy	DIC0011367-00011368	285 Beauchamp		
533	2016-08-15	E-mail between D. Beauchamp and G. Clapper	DIC0011373-0011375	283 Beauchamp		
534	2016-08-16	E-mail thread D. Beauchamp, Kevin Merritt, S. Heuer	DIC0011507-0011508	447 Heuer		
535	2016-08-16	E-mail between D. Beauchamp and K. Merritt	DIC0011513-0011516	289 Beauchamp		
536	2016-08-17	E-mail exchange between K. Merritt, D. Beauchamp and J. Polese with Beauchamp Declaration	CH_0014215-0014217	436 Beauchamp		
537	2016-08-17	E-mail exchange between K. Merritt, D. Beauchamp and J. Polese	CH_0014225-0014227	435 Beauchamp		
538	2016-08-17	E-mail exchange between D. Beauchamp and J. Mannino	DIC0011391-0011399	298 Beauchamp		
539	2016-08-17	E-mail exchange between M. Sifferman and D. Beauchamp	DIC0011416-0011417	301 Beauchamp		
540	2016-08-17	E-mail exchanges between D. Beauchamp and C. Gorman	DIC0011427-0011428	296 Beauchamp		
541	2016-08-17	E-mail exchanges between D. Beauchamp and K. Merritt	DIC0011444	294 Beauchamp		
542	2016-08-18	E-mail exchange between D. Beauchamp and Theresa Hall	CH_0008651-0008653			
543	2016-08-18	E-mail exchange between D. Beauchamp and Kevin Merritt	CH_0008655-0008657			
544	2016-08-18	E-mail exchange between D. Beauchamp and L. Grove	DIC0011255-0011265	303 Beauchamp		
545	2016-08-18	E-mail between M. Sifferman and D. Beauchamp	DIC0011665-0011666	461 Sifferman		
546	2016-08-18	E-mail exchanges between D. Beauchamp, K. Merritt, J. Polese and W. Coy	DIC0011667	304 Beauchamp		
547	2016-08-19	E-mail exchange between D. Beauchamp and R. Anderson	CH_0008492-0008493			
548	2016-08-19	E-mail exchanges between D. Beauchamp and K. Johnson	CH_0008495-0008496			
549	2016-08-19	E-mail between D. Beauchamp and K. Merritt	DIC0011682			
550	2016-08-19	E-mail exchanges between D. Beauchamp and K. Merritt	DIC0011693-0011699			
551	2016-08-19	E-mail exchange between D. Beauchamp and R. Anderson	DIC0011710			
552	2016-08-19	E-mail exchanges between D. Beauchamp and K. Merritt	DIC0011727-0011736			
553	2016-08-20	E-mail exchange between D. Beauchamp and R. Brinkman	CH_0008472-0008474			
554	2016-08-20	E-mail D. Beauchamp and R. Anderson re Receivership	CH_0008475-0008487	462 Sifferman		
555	2016-08-21	E-mail exchange between D. Beauchamp and Rob Brinkman cc Scott Swinson	CH_0008434-0008437			
556	2016-08-21	E-mail exchange between D. Beauchamp and R. Brinkman	CH_0008434-0008437	307 Beauchamp		
557	2016-08-21	E-mail exchanges between D. Beauchamp and R. Brinkman	CH_0008442-0008444			
558	2016-08-21	E-mail exchange between D. Beauchamp and R. Brinkman	CH_0008445-0008448	306 Beauchamp		
559	2016-08-21	E-mail exchange between W. Coy, R. Anderson, D. Beauchamp	DIC0011045-0011050			
560	2016-08-21	E-mail exchanges between D. Beauchamp and R. Brinkman	DIC0011786-0011791			
561	2016-08-21	E-mail exchanges between D. Beauchamp and R. Anderson	DIC0011792-0011797			
562	2016-08-21	E-mail exchange between D. Beauchamp and R. Anderson	DIC0011807-0011812			
563	2016-08-21	E-mail between D. Beauchamp and R. Brinkman	DIC0011813	305 Beauchamp		
564	2016-08-22	E-mail exchange between D. Beauchamp and R. Anderson	CH_0008413-0008419			
565	2016-08-22	E-mail exchanges between D. Beauchamp and R. Anderson	DIC0011018-0011025	308 Beauchamp		
566	2016-08-22	E-mail exchanges between D. Beauchamp and R. Anderson	DIC0011036-0011037			
567	2016-08-22	E-mail exchange between D. Beauchamp and L. Grove	DIC0011044			
568	2016-08-23	E-mail exchanges between R. Anderson, J. Polese, and K. Merritt	CH_0008320-0008343	311 Beauchamp		
569	2016-08-23	E-mail exchanges between R. Anderson, J. Polese, and K. Merritt	CH_0008361-0008369	309 Beauchamp		
570	2016-08-23	E-mail exchange Ryan Anderson to Jim Polese and Kevin Merritt	CH_0008361-0008369			
571	2016-08-23	E-mail exchange between D. Beauchamp, Ryan Anderson and Chris Schmidt	DIC0011051			
572	2016-08-23	E-mail exchanges between D. Beauchamp and R. Anderson	DIC0011051-0011054	313 Beauchamp		
573	2016-08-23	E-mail exchanges between R. Anderson, J. Polese, and K. Merritt	DIC0011084-0011093			
574	2016-08-23	E-mail exchanges between R. Anderson, J. Polese, and K. Merritt	DIC0011094-0011103			
575	2016-08-23	E-mail exchanges between D. Beauchamp, J. Polese, R. Anderson	DIC0011104-0011113	312 Beauchamp		
576	2016-08-23	E-mail exchanges between R. Anderson, J. Polese, and K. Merritt	DIC0011128-0011136	310 Beauchamp		
577	2016-08-23	E-mail exchanges between D. Beauchamp and R. Anderson	DIC0011146-0011148			
578	2016-08-23	E-mail exchanges between R. Anderson, J. Polese, and K. Merritt	DIC0011198-0011208			
579	2016-08-24	E-mail exchange between P. Davis and D. Beauchamp	DIC0011194-0011195			
580	2016-08-24	E-mail exchange between J. Polese, P. Davis, D. Beauchamp	DIC0011196-0011197			
581	2016-08-24	E-mail exchange between R. Anderson, J. Polese, and P. Davis	DIC0011227-0011228			
582	2016-08-26	E-mail exchanges between J. Polese, K. Merritt, D. Beauchamp, T. Forsman	DIC0010598-0010599			
583	2016-08-26	E-mail exchanges between D. Beauchamp, R. Anderson, S. Heuer, and J. Polese	DIC0011210-0011211			
584	2016-08-26	E-mail exchanges between D. Beauchamp and J. Polese	DIC0011212-0011214	315 Beauchamp		
585	2016-08-26	E-mail exchanges between D. Beauchamp, J. Polese, and K. Merritt	DIC0011215-0011217	314 Beauchamp		
586	2016-08-26	E-mail between R. Anderson and J. Polese and D. Beauchamp	DIC0011232-0011244			
587	2016-08-27	E-mail exchange between M. Tetreault to D. Beauchamp	CH_0008085-0008087			
588	2016-08-29	E-mail exchanges between J. Polese, R. Anderson, D. Beauchamp	CH_0008052-0008053			
589	2016-08-29	E-mail from J. Campanaro to D. Beauchamp regarding demand for turnover letter	CH_0008054-0008066	463 Sifferman		
590	2016-08-29	E-mail exchanges between R. Anderson, J. Polese, and D. Beauchamp	CH_0008067-0008081			
591	2016-08-29	E-mail exchange between K. Merritt, D. Beauchamp, R. Anderson	DIC0009528	317 Beauchamp		
592	2016-08-29	E-mail exchange between J. Campanaro and D. Beauchamp	DIC0011254			
593	2016-08-30	E-mail exchanges between R. Anderson, J. Polese, and D. Beauchamp	CH_0008046-0008047			
594	2016-09-02	E-mail J. Polese to R. Anderson with Common Claims and Common Defense Agreement	CH_0010474-0010483	464 Sifferman		
595	2016-09-05	E-mail exchanges between M. Blackford and D. Beauchamp	DIC0010532-0010535			
596	2016-09-10	E-mail exchange between D. Beauchamp and S. Beretta re missing loan files	DIC0010529-0010531			
597	2016-09-12	E-mail exchange between D. Beauchamp and S. Beretta	DIC0010524-0010525			
598	2016-09-12	E-mail between D. Beauchamp and K. Merritt	DIC0010527-0010528	465 Sifferman		
599	2016-09-14	E-mail exchanges between T. Osborne, D. Beauchamp, K. Merritt	DIC0010507-0010508			
600	2016-09-14	E-mail between D. Beauchamp and K. Merritt	DIC0010509-0010511	466 Sifferman		
601	2016-09-14	E-mail exchanges between D. Beauchamp, K. Merritt, and S. Beretta	DIC0010512-0010514			
602	2016-09-14	E-mail exchanges between D. Beauchamp, K. Merritt, and S. Beretta	DIC0010522-0010523	319 Beauchamp		
603	2016-09-15	E-mail exchange between L. Grove and P. Davis	DIC0010487			
604	2016-09-16	E-mail exchange between R. Anderson and J. Polese	CH_0010357-0010359	321 Beauchamp		
605	2016-09-16	E-mail exchanges between R. Anderson and J. Polese	DIC0010481-0010483	322 Beauchamp		
606	2016-09-16	E-mail from J. Campanaro to D. Beauchamp regarding demand for turnover letter	DIC0010486-0010489	467 Sifferman		
607	2016-09-23	E-mail exchanges between R. Anderson, K. Merritt, and J. Polese	CH_0010345-0010348			
608	2016-09-23	E-mail exchanges between K. Merritt, R. Anderson and J. Polese	CH_0010349-0010352			
609	2016-09-23	E-mail exchanges between K. Merritt, R. Anderson and J. Polese	DIC0010460-0010462	326 Beauchamp		
610	2016-09-23	E-mail between D. Beauchamp and K. Merritt	DIC0010463-0010464	468 Sifferman		
611	2016-09-23	Beauchamp and Merritt email thread	DIC0010463-0010464	706 Hood		
612	2016-09-23	E-mail exchanges between K. Merritt and D. Beauchamp	DIC0010465-0010466			
613	2016-09-23	E-mail between K. Merritt, D. Beauchamp and J. Polese	DIC0010469	325 Beauchamp		
614	2016-09-23	E-mail exchange between D. Beauchamp and K. Merritt	DIC0010471-00010473	324 Beauchamp		
615	2016-09-23	E-mail between K. Merritt and D. Beauchamp	DIC0010474-0010476			
616	2016-10-07	E-mail between D. Beauchamp and R. Anderson	CH_0008020-0008024	469 Sifferman		
617	2016-12-22	E-mail exchange between D. Beauchamp and R. Anderson	CH_0008025-0008026			
618	2016-12-22	E-mail exchange between R. Anderson and D. Beauchamp	CH_0008027			
619	2017-02-08	E-mail D. Beauchamp to R. Anderson and cc to M. Sifferman et al.	CH_0010428-0010432	457 Sifferman		
HANDWRITTEN NOTES						
620	2007-05-01	D. Beauchamp handwritten notes	DIC0000942			
621	2007-05-01	D. Beauchamp handwritten notes	DIC0002705			
622	2010-02-10	D. Beauchamp handwritten notes	DIC0003800			
623	2011-03-01	D. Beauchamp handwritten notes	DIC0004380			
624	2011-04-13	D. Beauchamp handwritten notes	DIC0004378-0004379			
625	2011-08-12	D. Beauchamp handwritten notes	DIC0003927			
626	2013-05-09	D. Beauchamp handwritten notes	DIC0003345	107 Beauchamp		
627	2013-06-17	D. Beauchamp handwritten notes	DIC0003344	116 Beauchamp		
628	2013-06-17	DenSco newsletter with Beauchamp notes 2013 POM	DIC0003429-0003434			
629	2013-06-18	D. Beauchamp handwritten notes	DIC0003340-0003341	120 Beauchamp		
630	2013-06-18	D. Beauchamp handwritten notes	DIC0003342	121 Beauchamp		
631	2013-06-18	Beauchamp File "DenSco Due Diligence File 2013 POM"	DIC0003427-0003442			
632	2013-06-27	D. Beauchamp handwritten notes	DIC0003336; DIC0003338	126 Beauchamp		
633	2013-06-27	D. Beauchamp handwritten notes	DIC0003337	127 Beauchamp		
634	2013-08-26	D. Beauchamp handwritten notes	DIC0003481	134 Beauchamp		
635	2014-01-06	D. Beauchamp handwritten notes	DIC0005405	143 Beauchamp		
636	2014-01-06	Letter from R. Miller to D. Chittick with handwritten notes	DIC0008607-0008626			

637	2014-01-09	D. Beauchamp handwritten notes	DIC0005403-0005404	145 Beauchamp		
638	2014-01-10	D. Beauchamp handwritten notes	DIC0005400-0005402	157 Beauchamp		
639	2014-01-13	D. Beauchamp handwritten notes	DIC0005398-0005399	153 Beauchamp		
640	2014-01-13	D. Beauchamp handwritten notes	DIC0005431	152 Beauchamp		
641	2014-01-13	D. Beauchamp handwritten notes	DIC0005432	154 Beauchamp		
642	2014-01-14	D. Beauchamp handwritten notes	DIC0005429-0005430	158 Beauchamp		
643	2014-01-15	D. Beauchamp handwritten notes	DIC0005425	167 Beauchamp		
644	2014-01-15	D. Beauchamp handwritten notes	DIC0005426			
645	2014-01-15	D. Beauchamp handwritten notes	DIC0005427	165 Beauchamp		
646	2014-01-15	D. Beauchamp handwritten notes	DIC0005428	163 Beauchamp		
647	2014-01-16	D. Beauchamp handwritten notes	DIC0005423	181 Beauchamp		
648	2014-01-16	D. Beauchamp handwritten notes	DIC0005424	180 Beauchamp		
649	2014-01-17	D. Beauchamp handwritten notes	DIC0005422	198A Beauchamp		
650	2014-01-21	D. Beauchamp handwritten notes	DIC0005420	198C Beauchamp		
651	2014-01-21	D. Beauchamp handwritten notes	DIC0005421	200 Beauchamp		
652	2014-01-29	D. Beauchamp handwritten notes	DIC0005419	204 Beauchamp		
653	2014-02-03	D. Beauchamp handwritten notes	DIC0005418	330 Beauchamp		
654	2014-02-06	D. Beauchamp handwritten notes	DIC0005417			
655	2014-02-07	D. Beauchamp handwritten notes	DIC0005413	341 Beauchamp		
656	2014-02-07	D. Beauchamp handwritten notes	DIC0005414	342 Beauchamp		
657	2014-02-10	D. Beauchamp handwritten notes	DIC0005411	346 Beauchamp		
658	2014-02-11	D. Beauchamp handwritten notes	DIC0005410	347 Beauchamp		
659	2014-02-20	D. Beauchamp handwritten notes	DIC0005444-0005447	352 Beauchamp		
660	2014-02-20	D. Beauchamp handwritten notes	DIC0005448			
661	2014-02-21	D. Beauchamp handwritten notes	DIC0005442	357 Beauchamp		
662	2014-02-24	D. Beauchamp handwritten notes	DIC0005441	358 Beauchamp		
663	2014-02-25	D. Beauchamp handwritten notes	DIC0005440	359 Beauchamp		
664	2014-02-27	D. Beauchamp handwritten notes	DIC0005439	365 Beauchamp		
665	2014-03-03	D. Beauchamp handwritten notes	DIC0005438			
666	2014-03-07	D. Beauchamp handwritten notes	DIC0005437	369 Beauchamp		
667	2014-03-11	D. Beauchamp handwritten notes	DIC0005435-0005436	372 Beauchamp		
668	2014-03-12	D. Beauchamp handwritten notes	DIC0005433	379 Beauchamp		
669	2014-03-12	D. Beauchamp handwritten notes	DIC0005434	380 Beauchamp		
670	2014-04-03	handwritten notes	DIC0007595-0007597			
671	2014-04-23	D. Beauchamp handwritten notes	DIC0005395	406 Beauchamp		
672	2014-04-29	D. Beauchamp handwritten notes	DIC0005393			
673	2014-04-29	D. Beauchamp handwritten notes	DIC0005394			
674	2014-05-01	handwritten notes	DIC0008947-0008949			
675	2014-05-13	D. Beauchamp handwritten notes	DIC0008658			
676	2016-02-07	D. Beauchamp handwritten notes	DIC0005415			
677	2016-07-28	D. Beauchamp handwritten notes	DIC0010941	416 Beauchamp		
678	2016-07-31	D. Beauchamp handwritten notes	DIC0010940	421 Beauchamp		
679	2016-08-01	D. Beauchamp handwritten notes	DIC0010937-0010939	207 Beauchamp		
680	2016-08-02	D. Beauchamp handwritten notes	DIC0010933-0010934	210 Beauchamp		
681	2016-08-02	D. Beauchamp handwritten notes	DIC0010936	211 Beauchamp		
682	2016-08-03	D. Beauchamp handwritten notes	DIC0010927			
683	2016-08-03	D. Beauchamp handwritten notes	DIC0010928			
684	2016-08-03	D. Beauchamp handwritten notes	DIC0010929	452 Heuer		
685	2016-08-03	D. Beauchamp handwritten notes	DIC0010930			
686	2016-08-03	D. Beauchamp handwritten notes	DIC0010931	215 Beauchamp		
687	2016-08-03	D. Beauchamp handwritten notes	DIC0010932	212 Beauchamp		
688	2016-08-04	D. Beauchamp handwritten notes	DIC0010925-0010926	220 Beauchamp		
689	2016-08-05	D. Beauchamp handwritten notes	DIC0010920-0010924	227 Beauchamp		
690	2016-08-08	D. Beauchamp handwritten notes	DIC0010917	242 Beauchamp		
691	2016-08-08	D. Beauchamp handwritten notes	DIC0010918-0010919	239 Beauchamp		
692	2016-08-09	D. Beauchamp handwritten notes	DIC0010912; DIC0010914	253 Beauchamp		
693	2016-08-09	D. Beauchamp handwritten notes	DIC0010913			
694	2016-08-09	D. Beauchamp handwritten notes	DIC0010915-0010916	251 Beauchamp		
695	2016-08-10	D. Beauchamp handwritten notes	DIC0010904-0010907	261 Beauchamp		
696	2016-08-10	D. Beauchamp handwritten notes	DIC0010908	260 Beauchamp		
697	2016-08-10	D. Beauchamp handwritten notes	DIC0010909	263 Beauchamp		
698	2016-08-10	D. Beauchamp handwritten notes	DIC0010910-0010911	260 Beauchamp		
699	2016-08-11	D. Beauchamp handwritten notes	DIC0010902-0010903	266 Beauchamp		
700	2016-08-12	D. Beauchamp handwritten notes	DIC0010894	281 Beauchamp		
	2016-08-12	D. Beauchamp handwritten notes	DIC0010896; DIC0010900-0010901	272 Beauchamp		
701						
702	2016-08-15	D. Beauchamp handwritten notes	DIC0010946-0010947	284 Beauchamp		
703	2016-08-16	D. Beauchamp handwritten notes	DIC0010956	291 Beauchamp		
704	2016-08-17	D. Beauchamp handwritten notes	DIC0010948			
705	2016-08-17	D. Beauchamp handwritten notes	DIC0010949			
706	2016-08-17	D. Beauchamp handwritten notes	DIC0010950	293 Beauchamp		
707	2016-08-17	D. Beauchamp handwritten notes	DIC0010951			
708	2016-08-17	D. Beauchamp handwritten notes	DIC0010952	299 Beauchamp		
709	2016-08-17	D. Beauchamp handwritten notes	DIC0010953			
710	2016-08-17	D. Beauchamp handwritten notes	DIC0010954			
711	2016-08-17	D. Beauchamp handwritten notes	DIC0010955	295 Beauchamp		
712	2016-08-17	D. Beauchamp handwritten notes	DIC0010957			
713	2016-08-17	D. Beauchamp handwritten notes	DIC0010958-0010959	300 Beauchamp		
714	2016-08-19	D. Beauchamp handwritten notes	DIC0010960			
715	2016-08-22	D. Beauchamp handwritten notes	DIC0010961			
716	2016-08-22	D. Beauchamp handwritten notes	DIC0010962			
717	2016-08-22	D. Beauchamp handwritten notes	DIC0010963			
718	2016-08-23	D. Beauchamp handwritten notes	DIC0010964			
719	2016-08-23	D. Beauchamp handwritten notes	DIC0010965			
720	2016-08-23	D. Beauchamp handwritten notes	DIC0010966			
721	2016-08-23	D. Beauchamp handwritten notes	DIC0010967			
722	2016-08-26	D. Beauchamp handwritten notes	DIC0010943-0010945	316 Beauchamp		
723	2016-08-30	D. Beauchamp handwritten notes	DIC0010970	318 Beauchamp		
724	2016-09-02	D. Beauchamp handwritten notes	DIC0010972			
725	2016-09-12	D. Beauchamp handwritten notes	DIC0010942			
726	2016-09-14	D. Beauchamp handwritten notes	DIC0010973			
727	2016-09-14	D. Beauchamp handwritten notes	DIC0010974			
728	DenSco 2007	D. Beauchamp handwritten notes	DIC0000935-0000938			
729	DenSco 2007	D. Beauchamp handwritten notes	DIC0000939-0000941			
730	DenSco 2007	D. Beauchamp handwritten notes	DIC0002698-0002701			
731	DenSco 2007	D. Beauchamp handwritten notes	DIC0002702-0002704			
732	DenSco 2009	D. Beauchamp handwritten notes	DIC0002425-0002434			
733	DenSco 2009	D. Beauchamp handwritten notes	DIC0005356-0005365			
734	DenSco 2011	D. Beauchamp handwritten notes	DIC0004376-0004377			
735		Forbearance Agreement with Beauchamp notes	DIC0007579-0007594			
CHITTIK DOCUMENTS						
736	2014-01-06	Redacted Excerpt from Personal Journal (cited in First Supplemental Arizona Rule of Evidence 807(b) Notice	RECEIVER_000044			
737	2014-01-07	Redacted Excerpt from Personal Journal (cited in First Supplemental Arizona Rule of Evidence 807(b) Notice	RECEIVER_000044			
738	2014-01-09	Redacted Excerpt from Personal Journal (cited in First Supplemental Arizona Rule of Evidence 807(b) Notice	RECEIVER_000045			
739	2014-01-10	Redacted Excerpt from Personal Journal (cited in First Supplemental Arizona Rule of Evidence 807(b) Notice	RECEIVER_000045			
740	2014-01-14	Redacted Excerpt from Personal Journal (cited in First Supplemental Arizona Rule of Evidence 807(b) Notice	RECEIVER_000045			

[illegible]

797	2014-07-16	Redacted Excerpt from Personal Journal (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_072254.0050			
798		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0003			
799		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0003			
800		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0004			
801		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0005			
802		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0005			
803		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0005			
804		Redacted Excerpt from Pre-Suicide Letter to Ex-Wife (cited in Second Supplemental Arizona Rule of Evidence 807(b) Notice	CH_EstateSDT_024426.0006			
805		2012 Personal Journal	CH_EstateSDT_0072252	977 GE Siegford		
806		2013 Personal Journal	CH_EstateSDT_0025547	920 Chittick		
807		2014 Personal Journal	CH_EstateSDT_0072254	920 Chittick		
808		2005 Corporate Journal	CH_REC_DEP_0015848-15914	896 Chittick		
809		2007 Corporate Journal	CH_REC_DEP_0015421-15474	894 Chittick		
810		2013 Corporate Journal	RECEIVER_000001-000043	20 Schenck		
811		2014 Corporate Journal	RECEIVER_000044-000092	21 Schenck		
812		2015 Corporate Journal	RECEIVER_000093-000135	22 Schenck		
813		2016 Corporate Journal	RECEIVER_000136-000164	23 Schenck		
814		Letter to Investors	DIC0009462-0009468	413 Beauchamp		
815		Letter to ex-wife	CH_EstateSDT_002246	919 Chittick		
816		To Do List before you kill yourself	DIC0009488	209 Beauchamp		
817		Iggy Letter	DIC0009476-0009487	415 Beauchamp		
818		Letter to Robert Koehler	DIC0009489-0009500	208 Beauchamp		
<b>PRIVATE OFFERING MEMORANDUMS AND AGREEMENT DOCS</b>						
819	2009-07-01	DenSco Confidential Private Offering Memorandum 2009	BC_002357-002424			
820	2009-07-06	DenSco Prospective Purchaser Questionnaire (Accredited Investors)	DIC0001457-0001464			
821	2009-07-06	DenSco Subscription Agreement	DIC0001482-0001486			
822	2011-07-01	DenSco Confidential Private Offering Memorandum 2011	BC_002912-002981	432 Beauchamp		
823	2011-07-01	DenSco Confidential Private Offering Memorandum	DOCID_00065110	557 Bunker		
824	2011-07-01	Draft Confidential Private Offering Memorandum DenSco Investment Coporation	DIC0008731-0008800	959 Olson		
825	2011-07-19	DenSco Confidential Private Offering Memorandum 2011	DIC0004461-0004530			
826	2013-04-04	Confidential Settlement Agreement and Release draft	BC_001936-001939			
827	2013-05-01	Draft DenSco Confidential Private Offering Memorandum	DIC0003348-0003418	106 Beauchamp		
828	2013-07-01	Draft DenSco Confidential Private Offering Memorandum with handwritten notes	DIC0003497-0003571	130 Beauchamp		
829	2014-01-15	Draft non-disclosure agreement	DIC0008586-0008590	169 Beauchamp		
830	2014-02-04	Draft Forbearance Agreement with notes	DIC0007598-0007613			
831	2014-02-06	Draft Forbearance Agreement with notes	DIC0007614-0007629			
832	2014-02-06	Draft Forbearance Agreement with notes	DIC0007630-0007646			
833	2014-02-06	Draft Forbearance Agreement with notes	DIC0007647-0007662			
834	2014-02-06	Draft Forbearance Agreement with notes	DIC0007663-0007679			
835	2014-02-06	Draft Forbearance Agreement with notes	DIC0007695-0007711			
836	2014-03-18	Forbearance Agreement draft	CH_0003784-0003801			
837	2014-04-16	Forbearance Agreement (fully executed)	DIC0010731-0010754	97 Schenck		
838	2014-04-16	Guaranty Agreement (Managed) (fully executed)	DIC0010755-0010772	97 Schenck		
839	2014-04-16	Guaranty Agreement (Furniture King) (fully executed)	DIC0010773-0010790	97 Schenck		
840	2014-04-16	Promissory Note \$1,000,000.00 (fully executed)	DIC0010791-0010800	97 Schenck		
841	2014-04-16	Authorization to Update Forbearance Documents (fully executed)	DIC0010801-0010806	97 Schenck		
842	2014-04-16	Promissory Note \$5,000,000.00 (fully executed)	DIC0010807-0010816	97 Schenck		
843	2014-04-16	Exhibit A Real Estate Collateral	DIC0010817	97 Schenck		
844	2014-04-16	Representation and Disclaimer Agreement (fully executed)	DIC0010818-0010823	97 Schenck		
845	2014-04-16	Security Agreement (fully executed)	DIC0010824-0010832	97 Schenck		
846	2014-04-16	UCC Financing Statement	DIC0010833	97 Schenck		
847	2014-05-14	Draft of DenSco Confidential Private Offering Memorandum	DIC0008802-0008873	409 Beauchamp		
848	2014-05-14	Draft of DenSco Confidential Private Offering Memorandum	DIC0008874-0008945	101 Schenck		
849	2014-05-14	Draft of DenSco Confidential Private Offering Memorandum	DIC0008950-0009019	408 Beauchamp		
850		DenSco Confidential Private Offering Memorandum 2011	CH_0005552-0005621			
851		Term Sheet (fully executed)	DIC0007522-0007525	1133 Menaged		
852		DenSco Confidential Private Offering Memorandum 2007	DIC0001906-0001971			
853		DenSco Confidential Private Offering Memorandum 2007	DIC0000965-0001032			
854		DenSco Confidential Private Offering Memorandum 2009		629 Tab 2 Bunker		
855		DenSco Confidential Private Offering Memorandum 2011		629 Tab 3 Bunker		
<b>RECEIVER DOCUMENTS</b>						
856	2017-08-08	P. Davis letter to Judge Sanders	CH_REC_DEP_0006906	482 Davis		
857	2016-09-23	James Polese letter to Peter S. Davis	CH_REC_DEP_0007078	474 Davis		
858	2017-09-21	P. Davis letter to Stewart Gross	CH_REC_DEP_0007379	483 Davis		
859	2017-03-30	Cody Jess letter to R. Anderson	CH_REC_DEP_0007423	486 Davis		
860	2016-09-29	K. Merritt letter to Peter Davis	CH_REC_DEP_0008475	476 Davis		
861	2016-08-23	Receipt Acknowledgment from Simon Consulting	DIC0009523			
862	2016-08-18	Order Appointing Receiver	DIC0011237-0011244			
863	2014-01-09	Receiver's Analysis of Menaged Loans as of 01/09/14	NA	507 Davis		
864	2014-01-19	Simon Consulting-Analysis of Menaged Loans	NA	535 Davis		
865	2016-09-16	Petition No. 3: Petition to Approve Receiver's Preliminary Report and Recommendations	NA	473 Davis		
866	2016-12-20	Petition No. 11: Petition to Fill Corporate Vacancies Created by Death of Denny Chittick; Confirmation that the DenSCO Retirement Plan is not a receivership asset and To Retain Professional to Amend DenSCO Tax Returns	NA	478 Davis		
867	2017-08-08	Petition No. 32: Petition for Order Approving Settlement with Menaged	NA	510 Davis		
868	2017-11-17	Petition 43: Petition to Approve Settlement Agreement with S. Heuer	NA	522 Davis		
869	2017-12-26	Petition No. 50: Petition for Order Approving Receiver's Status Report	NA	534 Davis		
870	2018-04-13	Petition No. 56: Petition to Approve Second Interim Distribution to Creditors	NA	536 Davis		
871	2018-10-04	Petition No. 64: Petition for Order Approving Settlement Agreement Between Receiver and Michelle Menaged	NA	537 Davis		
872		Peter S. Davis bio	NA	472 Davis		
873		Simon Consulting Spreadsheet Loans to Menaged	NA	484 Davis		
874		Simon Consulting Analysis of Loans to Menaged	NA	485 Davis		
875	2018-03-09	Exhibit A to Plaintiff's Initial Disclosure Statement Simon Consulting Analysis of Investor Transactions after 01/09/14	RECEIVER_001328-001331			
876	2018-03-09	Exhibit B to Plaintiff's Initial Disclosure Statement \$5 Million Workout Loan as of 7/28/16	RECEIVER_001332-001336			
877	2018-03-09	Exhibit C to Plaintiff's Initial Disclosure Statement \$1 Million Workout Loan as of 07/28/16	RECEIVER_001337			
878	2018-03-09	Exhibit D to Plaintiff's Initial Disclosure Statement Non-Workout Loans to Scott Menaged as of 07/28/16	RECEIVER_001338-001339			
879	2016-12-23	Petition No. 15: Petition for Order Approving Receiver's Status Report	RECEIVER_001412	479 Davis		
880	2016-09-16	Receiver's Report	RECEIVER_001629	323 Beauchamp		
881	2016-12-23	Receiver's Report	RECEIVER_001647			
882	2017-12-22	Receiver's Report	RECEIVER_001673			
<b>INVESTOR DOCUMENTS</b>						
883	2005-03-08	Chittick letter to Bunker	CH_EstateSDT_0000038	551 Bunker		
884	2013-12-22	D. Preston E-mail to D. Chittick	CH_REC_CHI_0125964	552 Bunker		
885	2012-01-07	E-mail thread D. Chittick and S. Bunker	CH_REC_CHI_0007080	553 Bunker		
886	2013-02-08	E-mail thread D. Chittick and S. Bunker	CH_REC_CHI_0102753	554 Bunker		
887	2013-02-10	E-mail thread D. Chittick and S. Bunker	CH_REC_CHI_0102941	555 Bunker		
888	2013-02-10	E-mail thread D. Chittick and S. Bunker	CH_REC_CHI_0102943	556 Bunker		
889	2013-02-26	E-mail thread D. Chittick and S. Bunker	CH_REC_CHI_0103585	558 Bunker		

890	2013-03-05	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0011236	559 Bunger		
891	2013-03-06	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0104032	560 Bunger		
892	2013-03-07	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0104034	561 Bunger		
893	2013-03-08	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0104060	562 Bunger		
894	2013-03-29	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0105210	563 Bunger		
895	2013-03-29	E-mail thread D. Chittick and S. Bunger	CH EstateSDT 0009886	564 Bunger		
896	2013-04-19	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0106356	565 Bunger		
897	2013-04-22	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0106619	566 Bunger		
898	2013-05-20	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0108418	567 Bunger		
899	2013-07-07	E-mail thread D. Chittick and Borrowers, cc: S. Bunger	CH REC CHI 0060841	568 Bunger		
900	2013-07-08	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0122453	569 Bunger		
901	2013-07-12	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0122664	570 Bunger		
902	2013-07-15	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0108559	571 Bunger		
903	2013-07-15	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0108571	572 Bunger		
904	2013-09-26	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0127149	573 Bunger		
905	2013-12-18	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126127	574 Bunger		
906	2013-12-19	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126061	575 Bunger		
907	2013-12-20	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126065	576 Bunger		
908	2013-12-23	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126016	577 Bunger		
909	2014-01-02	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0121927	578 Bunger		
910	2014-01-21	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0121794	579 Bunger		
911	2014-01-25	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0118339	580 Bunger		
912	2015-05-07	E-mail thread D. Chittick and S. Menaged	CH REC CHI 0035627	581 Bunger		
913	2015-10-02	E-mail thread D. Chittick and S. Menaged	CH REC CHI 0046119	582 Bunger		
914	2015-09-15	E-mail thread D. Chittick and S. Menaged	CH REC CHI 0044978	583 Bunger		
915	2015-05-17	E-mail thread D. Chittick and S. Menaged	CH REC CHI 0035629	584 Bunger		
916	2015-10-07	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0119673	585 Bunger		
917	2015-12-30	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0120248	586 Bunger		
918	2013-03-18	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0104616	587 Bunger		
919	2013-03-22	E-mail thread D. Chittick and Investors	CH REC CHI 0105030	588 Bunger		
920	2013-11-20	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126284	589 Bunger		
921	2015-01-23	E-mail thread D. Chittick and Investors	CH REC CHI 0118282	590 Bunger		
922	2013-03-18	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0104625	591 Bunger		
923	2013-02-27	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0103587	592 Bunger		
924	2013-02-28	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0103687	593 Bunger		
925	2013-03-11	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0104334	594 Bunger		
926	2014-01-27	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126102	595 Bunger		
927	2013-10-02	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0127261	596 Bunger		
928	2014-04-02	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0127922	597 Bunger		
929	2014-04-22	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0128370	598 Bunger		
930	2014-05-14	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0126796	599 Bunger		
931	2014-08-11	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0112548	600 Bunger		
932	2014-08-15	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0112571	601 Bunger		
933	2014-09-18	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0114957	602 Bunger		
934	2014-10-15	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0116717	603 Bunger		
935	2016-03-01	E-mail thread D. Chittick and S. Bunger	CH REC CHI 0120858	604 Bunger		
936	2014-04-23	E-mail thread D. Chittick and Investors	CH REC CHI 0126838	605 Bunger		
937	2014-07-28	E-mail thread D. Chittick and Investors		606 Bunger		
938	2014-11-25	E-mail thread D. Chittick and Investors	CH REC CHI 0117869	607 Bunger		
939	2016-08-04	E-mail thread D. Beauchamp and S. Bunger	DIC0010333	608 Bunger		
940	2016-08-06	E-mail thread J. Phalen, D. Beauchamp and Investors	DIC0010164	609 Bunger		
941	2016-08-09	E-mail thread C. Hood, D. Beauchamp and Investors	DIC0009912	610 Bunger		
942	2016-08-11	E-mail thread G. Davis, D. Beauchamp and Investors	DIC0009708	611 Bunger		
943	2016-08-11	E-mail thread B. Locke, D. Beauchamp and Investors	DIC0009705	612 Bunger		
944	2018-02-24	E-mail thread S. Boretta to Investors	RECEIVER 001346	613 Bunger		
945	2017-05-26	E-mail thread S. Boretta to Investors	RECEIVER 001350	614 Bunger		
946	2017-03-07	E-mail thread S. Boretta to Investors	RECEIVER 001440	615 Bunger		
947	2017-04-17	E-mail thread S. Boretta to Investors	RECEIVER 001442	616 Bunger		
948	2018-02-28	E-mail thread S. Boretta to Investors	RECEIVER 001445	617 Bunger		
949	2018-03-20	E-mail thread S. Boretta to Investors	RECEIVER 001444	618 Bunger		
950	2013-04-22	Bunger Subscription Agreement Investment #4	CH REC CHI 0107063	621 Bunger		
951	2017-08-02	P. Davis letter to DenSco Claimants	RECEIVER 001456	623 Bunger		
952	2013-02-28	E-mail thread D. Beauchamp and S. Bunger	CTRL 00012635	624 Bunger		
953	2013-10-31	E-mail thread D. Beauchamp and S. Bunger	CTRL 00014490	625 Bunger		
954	2014-05-30	E-mail thread D. Beauchamp and S. Bunger	CTRL 00016482	626 Bunger		
955	2014-05-30	E-mail thread D. Beauchamp and S. Bunger	CTRL 00016484	627 Bunger		
956	2014-05-30	Connor Bunger Statement	CTRL 00016481	628 Bunger		
957	2013-02-08	Subscription Agreement Investment 1 Desert Classic	D128455-128456	629 Tab 4		
958	2013-10-01	Subscription Agreement Investment 1 Bungers	D128518-128519	629 Tab 4		
959	2013-03-05	Subscription Agreement Investment 2 Desert Classic	D135568-135570	629 Tab 4		
960	2013-03-08	Subscription Agreement Investment 3 Desert Classic	D128453-128454	629 Tab 4		
961	2013-04-22	Subscription Agreement Investment 4 Desert Classic	D135580-135582	629 Tab 4		
962	2013-07-23	Subscription Agreement Investment 5 Desert Classic	D135583-135584	629 Tab 4		
963	2013-04-22	General Obligation Note Desert Classic		629 Tab 4		
964	2013-10-01	DenSco Questionnaire for Prospective Purchasers - Bungers	D128520-128523	629 Tab 4		
965	2014-05-01	Subscription Agreement Investment 1 Alexandra Bunger Trust	D150281-150282	629 Tab 5		
966	2014-07-01	Subscription Agreement Investment Desert Classic	D128457-128458	629 Tab 5		
967	2014-05-01	Subscription Agreement Investment Desert Classic	D128459-128450	629 Tab 5		
968	2014-01-21	Subscription Agreement Investment Desert Classic	D135574-135576	629 Tab 5		
969	2014-01-22	Subscription Agreement Investment Desert Classic	D135577-135579	629 Tab 5		
970	2014-05-01	DenSco Questionnaire for Prospective Purchasers - Alexandra Bunger Trust	D150283-150286	629 Tab 5		
971	2013-02-08	DenSco Questionnaire for Prospective Purchasers - Desert Classic	D128461-128467	629 Tab 5		
972	2015-03-08	General Obligation Note Desert Classic 1	D128446	629 Tab 6		
973	2015-02-08	General Obligation Note Desert Classic 2	D128441	629 Tab 6		
974	2015-10-01	General Obligation Note Steven and Mary Bunger	D128436	629 Tab 6		
975	2015-10-01	Subscription Agreement Investment 1 Steven and Mary Bunger	D128424-128425	629 Tab 6		
976	2015-02-08	Subscription Agreement Investment 1 Desert Classic	D128426-128427	629 Tab 6		
977	2015-03-08	Subscription Agreement Investment 3 Desert Classic	D128428-128429	629 Tab 6		
978	2015-03-08	Subscription Agreement Investment 3 Desert Classic	D128442-128445	629 Tab 6		
979	2015-02-26	Subscription Agreement Investment 4 Desert Classic	D128430-128431	629 Tab 6		
980	2016-02-26	General Obligation Note Desert Classic	D128451	629 Tab 6		
981	2017-04-25	Bungers Claim to Receiver	RECEIVER 002690	629 Tab 7		
982	2017-04-25	Desert Classic Claim to Receiver	RECEIVER 002693	629 Tab 7		
983		Receiver's List of Filed Claims	RECEIVER 001458-001460	629 Tab 8		
984	2008-05-27	Questionnaire for Imdieke Trust	D127590-127595	630 Imdieke		
985	2010-07-23	Questionnaire for Imdieke Trust	D127605-127611	630 Imdieke		
986	1992-06-25	Imdieke Amended and Restated Trust Agreement	D127596-127604	630 Imdieke		
987	2009-04-01	E-mail thread between D. Chittick and Investors	BC 000753	631 Imdieke		
988	2009-07-01	E-mail thread between D. Chittick and Investors	BC 000767	631 Imdieke		
989	2009-09-30	E-mail thread between D. Chittick and Investors	BC 001114	631 Imdieke		
990	2009-12-31	E-mail thread between D. Chittick and Investors	BC 001173-001175	631 Imdieke		
991	2010-06-30	E-mail thread between D. Chittick and Investors	BC 00119X	631 Imdieke		
992	2010-09-30	E-mail thread between D. Chittick and Investors	BC 001273-001274	631 Imdieke		
993	2010-10-02	E-mail thread between D. Chittick and Investors	BC 001275-001276	631 Imdieke		
994	2011-01-25	E-mail thread between D. Chittick and Investors	BC 001305	631 Imdieke		
995	2011-04-20	E-mail thread between D. Chittick and Investors	BC 001333	631 Imdieke		
996	2011-06-30	E-mail thread between D. Chittick and Investors	BC 000001-000002	631 Imdieke		
997	2011-07-30	E-mail thread between D. Chittick and Investors	BC 000011	631 Imdieke		
998	2011-09-30	E-mail thread between D. Chittick and Investors	BC 001828	631 Imdieke		
999	2011-12-29	E-mail thread between D. Chittick and Investors	BC 001857	631 Imdieke		
1000	2009-08-10	E-mail thread D. Chittick and B. Imdieke DOCID 00070327	CH REC CHI 0124606	632 Imdieke		
1001	2012-09-06	E-mail thread D. Chittick and B. Imdieke DOCID 00064036	CH REC CHI 0096805	634 Imdieke		

1002	2016-08-04	E-mail thread D. Beauchamp and B. Imdieke	CH 0009623	636 Imdieke		
1003	2016-08-05	E-mail thread D. Chittick and B. Imdieke	CH 0009600	637 Imdieke		
1004	2016-08-07	E-mail thread D. Chittick and B. Imdieke	CH 0014562	638 Imdieke		
1005	2016-08-07	E-mail thread D. Chittick and B. Imdieke and S. Heuer	CH 0014543	639 Imdieke		
1006	various	Excerpts from Chittick Personal Journal	CTRL 00062012	641 Imdieke		
1007		Pre-suicide Note to Brian CTRL 00048627	CH EstateSDT 0024420	643 Imdieke		
1008	2017-04-11	Imdieke Proof of Claim to Receiver	RECEIVER_003439	646 Imdieke		
1009	Various	Imdieke Subscription Agreements Investment 1 and rollovers	Various	646 Tab 1		
1010	Various	Imdieke Subscription Agreements Investment 2 and rollovers	Various	646 Tab 2		
1011	Various	Imdieke Subscription Agreements Investment 3 and rollover	Various	646 Tab 3		
1012	Various	Imdieke Subscription Agreements Investment 4 and rollover	Various	646 Tab 4		
1013	Various	Imdieke Subscription Agreements Investment 5 and rollover	Various	646 Tab 5		
1014	Various	Imdieke Subscription Agreements Investment 6 and rollover	Various	646 Tab 6		
1015	Various	Imdieke Subscription Agreements Investment 7 and rollover	Various	646 Tab 7		
1016	Various	Imdieke Subscription Agreements Investment 8 and rollover	Various	646 Tab 8		
1017	Various	Imdieke Subscription Agreements Investment 9 and rollover	Various	646 Tab 9		
1018	Various	Imdieke Subscription Agreements Investment 10 and rollover	Various	646 Tab 10		
1019	Various	Imdieke Subscription Agreements Investment 11 and rollover	Various	646 Tab 11		
1020	Various	Imdieke Subscription Agreements Investment 12 and rollover	Various	646 Tab 12		
1021	Various	Imdieke Subscription Agreements Investment 13 and rollover	Various	646 Tab 13		
1022	Various	Imdieke Subscription Agreements Investment 14	Various	646 Tab 14		
1023	2011-07-19	Chittick email to investors and Beauchamp re 2011 POM	DIC0003934-0003935	858 Miller		
1024	2017-05-24	Millers Proof of Claim filed with Receiver and supporting documents	CH_REC_DEP_0002656-0002670	859 Miller		
1025	2016-02-26	Chittick email to Thompson regarding Statement Spreadsheet	CH_REC_CHI_0072603	996 Thompson		
1026	2010-03-24	Email thread between Chittick and Thompson re wire transfer	CH_REC_CHI_0073165	997 Thompson		
1027	2010-05-31	Email thread between Chittick and Thompson re May Statements	CH_REC_CHI_0074598	998 Thompson		
1028	2010-07-23	Email thread between Chittick and Thompson re Prospective purchaser Quest	CH_REC_CHI_0075771	999 Thompson		
1029	2011-10-21	Email thread between Chittick and Thompson re new account information	CH_REC_CHI_0087033	1000 Thompson		
1030	2012-06-29	Email thread between Chittick and Thompson re June Statements and newsletter	CH_REC_CHI_0094613	1001 Thompson		
1031	2012-08-31	Chittick email to Thompson re August Statement	CH EstateSDT 0004920	1002 Thompson		
1032	2013-06-11	Email thread between Chittick and Thompson re investment questions	CH_REC_CHI_0122106	1003 Thompson		
1033	2013-08-12	Email thread between Chittick and Thompson re question on distribution	CH_REC_CHI_0128628	1004 Thompson		
1034	2013-12-28	Chittick email to Thompson re December Statement	CH EstateSDT 0011797	1005 Thompson		
1035	2014-06-17	Folder and contents labeled 12405 W Monroe Street	D125113	1006 Thompson		
1036	2014-06-17	Folder and contents labeled 1434 E. Constance Way	D125062	1007 Thompson		
1037	2015-03-22	Chittick and Thompson email re DenSco gathering	CH_REC_CHI_0118564	1008 Thompson		
1038	2015-09-16	Chittick email to investors re compounding interest	CH_REC_CHI_0019454	1009 Thompson		
1039	2015-09-17	Email thread between Chittick and Thompson re Compounding interest reply	CH_REC_CHI_0119488	1010 Thompson		
1040	2016-06-29	Chittick email to Thompson re June Statement	CH EstateSDT 0019175	1011 Thompson		
1041	2017-07-31	Receiver's Claims Report and Recommendations	RECEIVER_001461	1012 Thompson		
1042	2009-08-01	Email thread between Chittick and Thompson re John Ray	CH_REC_CHI_0125220	1013 Thompson		
1043	2009-12-14	Chittick email to Thompson re John and his debt	CH_REC_CHI_0124002	1014 Thompson		
1044	2009-12-16	Email thread between Chittick and Thompson re John's Debt	CH_REC_CHI_0124000	1015 Thompson		
1045	2010-07-14	Email thread between Chittick and Robert Koehler re Updates, Events and More	CH_REC_CHI_0075576	1016 Thompson		
1046	2010-08-11	Email thread between Chittick and Thompson re John Ray	CH_REC_CHI_0075997	1017 Thompson		
1047	2010-08-12	Email thread between Chittick and Thompson re I asked	CH_REC_CHI_0076124	1018 Thompson		
1048	2010-08-20	Email thread between Chittick and Thompson re payment on note	CH_REC_CHI_0076289	1019 Thompson		
1049	2010-08-27	Email thread between Chittick and Thompson re two questions	CH_REC_CHI_0076409	1020 Thompson		
1050	2011-06-07	Email thread between Chittick and Thompson re BidAZ RecentChanges and Enhancements	CH_REC_CHI_0004644	1021 Thompson		
1051	2011-07-31	Thompson email to Chittick re Thompson v. Ray and cc email to Ranasha	CH_REC_CHI_0085070	1022 Thompson		
1052	2018-12-08	Thompson victim impact statement in Menaged's criminal case	CH_REC_DEP_0008397	1023 Thompson		
1053	2011-07-31	Thompson email to Chittick re Brown Property John Ray and cc email to Ranasha	CH_REC_CHI_0085067	1024 Thompson		
1054	2011-08-01	Email thread between Denny and Ranasha on the Thompson v. Ray prior thread	CH_REC_CHI_0085088	1025 Thompson		
1055	2011-08-12	Chittick email to Thompson re tempe property	CH_REC_CHI_0085298	1026 Thompson		
1056	2012-03-31	Email thread between Chittick and Thompson re Brown properties	CH_REC_CHI_0091879	1027 Thompson		
1057	2012-10-30	Email thread between Chittick and Thompson re John Ray Bankruptcy	CH_REC_CHI_0098725	1028 Thompson		
1058	2014-02-21	Sheriff's Notice of Sale of Real Estate on Execution: Thompson v. John Ray	CH 0002325	1029 Thompson		
1059	2008-11-14	Coralee Thompson Subscription Agreement 1	D134874	1031 Thompson		
1060	2010-11-14	Coralee Thompson Subscription Agreement 1 rollover	D134838	1031 Thompson		
1061	2012-11-14	Coralee Thompson Subscription Agreement 1 rollover	D134804	1031 Thompson		
1062	2008-12-01	Coralee Thompson Subscription Agreement 2	D134872	1031 Thompson		
1063	2010-12-01	Coralee Thompson Subscription Agreement 2 rollover	D134836	1031 Thompson		
1064	2012-12-01	Coralee Thompson Subscription Agreement 2 rollover	D134802	1031 Thompson		
1065	2009-02-04	Coralee Thompson Subscription Agreement 3	D134870	1031 Thompson		
1066	2011-02-04	Coralee Thompson Subscription Agreement 3 rollover	D134832	1031 Thompson		
1067	2013-02-04	Coralee Thompson Subscription Agreement 3 rollover	D134798	1031 Thompson		
1068	2009-03-23	Coralee Thompson Subscription Agreement 4	D134868	1031 Thompson		
1069	2011-03-23	Coralee Thompson Subscription Agreement 4 rollover	D134830	1031 Thompson		
1070	2013-03-23	Coralee Thompson Subscription Agreement 4 rollover	D134796	1031 Thompson		
1071	2009-04-08	Coralee Thompson Subscription Agreement 5	D134866	1031 Thompson		
1072	2009-04-08	Coralee Thompson Subscription Agreement 5 rollover	D134828	1031 Thompson		
1073	2013-04-08	Coralee Thompson Subscription Agreement 5 rollover	D134794	1031 Thompson		
1074	2009-06-03	Coralee Thompson Subscription Agreement 6	D134864	1031 Thompson		
1075	2011-06-03	Coralee Thompson Subscription Agreement 6 rollover	D134826	1031 Thompson		
1076	2013-06-03	Coralee Thompson Subscription Agreement 6 rollover	D134792	1031 Thompson		
1077	2009-07-09	Coralee Thompson Subscription Agreement 7	D134862	1031 Thompson		
1078	2011-07-09	Coralee Thompson Subscription Agreement 7 rollover	D134824	1031 Thompson		
1079	2010-02-18	Coralee Thompson Subscription Agreement 7	D134840	1031 Thompson		
1080	2014-02-18	Coralee Thompson Subscription Agreement 7 rollover	D134784	1031 Thompson		
1081	2009-09-02	Coralee Thompson Subscription Agreement 8	D134860	1031 Thompson		
1082	2011-09-02	Coralee Thompson Subscription Agreement 8 rollover	D134822	1031 Thompson		
1083	2013-09-02	Coralee Thompson Subscription Agreement 8 rollover	D134790	1031 Thompson		
1084	2010-03-24	Coralee Thompson Subscription Agreement 8	D134844	1031 Thompson		
1085	2009-12-04	Coralee Thompson Subscription Agreement 9	D134858	1031 Thompson		
1086	2011-12-04	Coralee Thompson Subscription Agreement 9 rollover	D134818	1031 Thompson		
1087	2013-12-04	Coralee Thompson Subscription Agreement 9 rollover	D134786	1031 Thompson		
1088	2010-07-14	Coralee Thompson Subscription Agreement 9	D134856	1031 Thompson		
1089	2010-02-18	Coralee Thompson Subscription Agreement 10	D134842	1031 Thompson		
1090	2012-02-18	Coralee Thompson Subscription Agreement 10 rollover	D134816	1031 Thompson		
1091	2010-07-27	Coralee Thompson Subscription Agreement 10	D134854	1031 Thompson		
1092	2010-03-24	Coralee Thompson Subscription Agreement 11	D134846	1031 Thompson		
1093	2012-03-24	Coralee Thompson Subscription Agreement 11 rollover	D134810	1031 Thompson		
1094	2014-03-24	Coralee Thompson Subscription Agreement 11 rollover	D134782	1031 Thompson		
1095	2010-04-19	Coralee Thompson Subscription Agreement 12	D134848	1031 Thompson		
1096	2012-04-19	Coralee Thompson Subscription Agreement 12 rollover	D134776	1031 Thompson		
1097	2010-07-14	Coralee Thompson Subscription Agreement 13	D134850	1031 Thompson		
1098	2012-07-14	Coralee Thompson Subscription Agreement 13 rollover	D134806	1031 Thompson		
1099	2014-07-14	Coralee Thompson Subscription Agreement 13 rollover	D134774	1031 Thompson		
1100	2012-03-08	Coralee Thompson Subscription Agreement 13	D134814	1031 Thompson		
1101	2010-08-27	Coralee Thompson Subscription Agreement 14	D134852	1031 Thompson		
1102	2012-07-27	Coralee Thompson Subscription Agreement 14	D134808	1031 Thompson		
1103	2014-07-27	Coralee Thompson Subscription Agreement 14 rollover	D134772	1031 Thompson		
1104	2011-01-10	Coralee Thompson Subscription Agreement 15	D134834	1031 Thompson		
1105	2013-01-10	Coralee Thompson Subscription Agreement 15 rollover	D134800	1031 Thompson		
1106	2011-10-23	Coralee Thompson Subscription Agreement 16	D134820	1031 Thompson		
1107	2013-10-24	Coralee Thompson Subscription Agreement 16 rollover	D134788	1031 Thompson		
1108	2014-03-08	Coralee Thompson Subscription Agreement 17	D134780	1031 Thompson		
1109	2014-03-24	Coralee Thompson Subscription Agreement 18	D134778	1031 Thompson		
1110	2014-11-14	Coralee Thompson and Jolene Walker Subscription Agreement 1	D127679	1032 Thompson		
1111	2014-12-01	Coralee Thompson Subscription Agreement 2	D127681	1032 Thompson		

1112	2015-02-04	Coralee Thompson and Jolene Walker Subscription Agreement 3	D127685	1032 Thompson		
1113	2015-03-25	Coralee Thompson Subscription Agreement 4	D127687	1032 Thompson		
1114	2015-09-25	Gary and Coralee Thompson Subscription Agreement 5	D127692	1032 Thompson		
1115	2015-06-03	Coralee Thompson Subscription Agreement 6	D127690	1032 Thompson		
1116	2015-12-04	Coralee Thompson Subscription Agreement 9	D127696	1032 Thompson		
1117	2016-02-18	Coralee Thompson Subscription Agreement 10	D127698	1032 Thompson		
1118	2016-03-24	Coralee Thompson Subscription Agreement 11	D127700	1032 Thompson		
1119	2016-07-14	Coralee Thompson Subscription Agreement 13 rollover	D127706	1032 Thompson		
1120	2016-01-10	Coralee Thompson Subscription Agreement 15	D127683	1032 Thompson		
1121	2015-10-24	Coralee Thompson Subscription Agreement 16	D127694	1032 Thompson		
1122	2016-03-08	Coralee Thompson Subscription Agreement 17	D127702	1032 Thompson		
1123	2016-03-23	Coralee Thompson Subscription Agreement 18	D127704	1032 Thompson		
1124	2016-07-27	Coralee Thompson Subscription Agreement 14	D127708	1032 Thompson		
1125	2010-07-24	Investor Questionnaire	D127710	1032 Thompson		
<b>MENAGED DOCUMENTS</b>						
1126	2013-11-23	E-mail thread between Chittick and Menaged re recordings	CH_REC_CHI_0062988-0062989	1138 Menaged		
1127	2014-01-01	E-mail from Chittick to Menaged re outstanding loans	CH_REC_CHI_0062356	1139 Menaged		
1128	2014-01-20	E-mail thread between Chittick and Menaged re Update	CH_REC_CHI_0059707-0059708	1140 Menaged		
1129	2014-02-08	E-mail from Jeff Goulder to Menaged re Workshare Professional Document Distribution		1148 Menaged		
1130	2014-04-03	E-mail thread between Chittick and Menaged re signed notes and agreement	CH_REC_CHI_0068720	1141 Menaged		
1131	2014-05-08	UCC Financing Statement-Furniture King, LLC	DIC0010162			
1132	2014-05-28	E-mail from Chittick to Menaged re due to potential fraud	CH_REC_CHI_0064070	1134 Menaged		
1133	2014-06-11	E-mail from Chittick to Menaged re email to approve Substitution of Revised Pages for Forebearance Documents with DenSco Investment	CH_REC_CHI_0012589-0012593	1135 Menaged		
1134	2014-06-12	E-mail from Chittick to Menaged re David	CH_REC_CHI_0012644	1136 Menaged		
1135	2014-06-16	E-mail from Chittick to Menaged re work out agreement	CH_REC_CHI_0012840	1137 Menaged		
1136	2015-08-22	E-mail thread between Chittick and Menaged re modifying payoffs	CH_REC_CHI_0042883-0042893	1142 Menaged		
1137	2015-09-14	E-mail thread between Chittick and Menaged re 100K On the way	CHIT001898-001901	1151 Menaged		
1138	2016-08-28	E-mail thread between Cody Jess and Ryan Anderson re Menaged/Davis-2004	CH_REC_MEN_0052672-0052676	1143 Menaged		
1139	2016-10-20	Rule 2004 Examination of Scott Menaged Transcript		1145 Menaged		
1140	2017-01-31	Complaint to Determine Dischargeability of Debt filed in Menaged bankruptcy		511 Davis		
1141	2017-09-05	Judgment vs. Menaged		513 Davis		
1142	2017-10-17	Information Menaged Criminal Matter		514 Davis		
1143	2017-10-24	P. Davis email re Menaged plea deal	RECEIVER_001479	517 Davis		
1144	2017-12-19	Plea Agreement		515 Davis		
1145	2017-12-20	Judgment in Criminal Case Menaged		516 Davis		
1146	2018-04-12	R. Anderson letter to Menaged	CH_REC_DEP_0007577	525 Davis		
1147	2018-04-12	Letter from Ryan Anderson to S. Menaged enclosing Summary Sources and Uses Analysis from January 1, 2010 to November 30, 2016		1132 Menaged		
1148	2018-05-08	J. Edwards letter to Menaged	CH_REC_DEP_0007554	526 Davis		
1149	2018-06-13	J. Edwards letter to Menaged	CH_REC_DEP_0007020	527 Davis		
1150	2019-02-04	Declaration of Yomtov Scott Menaged	RECEIVER_004884-004886	1144 Menaged		
1151	2016-07-xx	Transcript of Recorded Conversation between D. Chittick and S. Menaged	CH_REC_DEP0000002			
<b>EXPERT WITNESS DOCUMENTS</b>						
1152	2019-04-03	Plaintiff's Disclosure of Expert Witness Report re Standard of Care (Neil J. Wertlieb)		1174 Wertlieb		
1153	2019-06-07	Plaintiff's Disclosure of Rebuttal Expert Witness Report re Standard of Care		1175 Wertlieb		
1154	2013-06-14	Email thread Beauchamp, Chittick and Menaged re Attorney	CH_REC-CHI_0060457	1180 Wertlieb		
1155		Summarized Financial information and chart prepared by F3				
1156	2019-04-04	Plaintiff's Disclosure of Expert Witness (David Weekly) Report re Damages		1152 Weekly		
1157	2019-06-07	Plaintiff's Disclosure of Rebuttal Expert Witness Report re Damages				
1158	2017-12-22	Simon Consulting, LLC-Calculation of Adjusted Menaged Loan Balance-DRAFT		1154 Weekly		
1159		Simon Consulting, LLC-Allocation of Interest Income by Year (2007-2016)-DRAFT		1155 Weekly		
1160	2017-10-25	Email thread between R. Anderson and Jennifer Glaimo re Menaged-Densco Loss	R-RFP-Resopnse000903	1156 Weekly		
1161		Simon Consulting, LLC-Analysis of Menaged Loans as of 01/09/14-Property Details		1157 Weekly		
1162		Simon Consulting, LLC-Loans to Yomtov Scott Menaged et al. (2nd Fraud)-Transaction Details		1159 Weekly		
1163		Simon Consulting, LLC-Receiverhip Fees and Costs Allocable to Scott Menaged, August 2016 thru February 2019	RECEIVER_005195	1160 Weekly		
1164	2019-03-05	Densco Investment Corp. in Receiverhip-Profit & Loss	RECEIVER_005190	1161 Weekly		
1165	2018-07-13	Plaintiff's First Supplemental Arizona Rule of Evidence 807(b) Notice		951 Rhodes		
1166	2019-05-14	State Bar of Arizona-Rules of Professional Conduct-ER 1.2		952 Rhodes		
1167	2019-05-15	State Bar of Arizona-Rules of Professional Conduct-ER 1.6		953 Rhodes		
1168	2019-05-14	State Bar of Arizona-Rules of Professional Conduct-ER 1.16		954 Rhodes		
1169	2019-05-14	State Bar of Arizona-Rules of Professional Conduct-ER 4.1		955 Rhodes		
1170	2019-05-15	State Bar of Arizona-Rules of Professional Conduct-ER 1.13		956 Rhodes		
1171	2016-05-11	Managing the Conflict of Interest-Maze for Public Lawyers presentation		957 Rhodes		
1172	2017-10-07	Rahn v. City of Scottsdale, 2017 WL 5523843 (2017)		1164 Nelson		
1173	2013-10-07	Atwood v. Ryan, CV 98-00116 TUC JCC - Transcript of Evidentiary Hearing-Day 1		1165 Nelson		
1174	2019-03-04	U.S. Amended Motion to Preclude Plaintiffs' Psychology Expert Dr. Scott J. Hunter's Testimony re PTSD pursuant to Daubert		1166 Nelson		
1175	2013-01-01	Article entitled Specialty Guidelines for Forensic Psychology		1167 Nelson		
1176	2019-10-04	APA Ethical Principles of Psychologists and Code of Conduct		1168 Nelson		
1177	Various	Erin M. Nelson, PSY.D-First Interim Statements-March 2018 thru September 2019	EN0001-0011	1169 Nelson		
1178		Chronology prepared by Coppersmith for Erin Nelson, Psy. D		1170 Nelson		
1179	2018-03-08	Declaration of Mark T. Hiraide	NA	423 Beauchamp		
<b>PLEADINGS</b>						
1180	2016-08-17	Verified complaint of Arizona Corporation Commission vs DenSco Investment Corp.		292 Beauchamp		
1181	2016-08-17	Declaration of David Beauchamp	DIC0010609-0010610	297 Beauchamp		
1182	2018-03-09	Defendants' Initial Rule 26.1 Disclosure Statement		4 Schenck		
1183	2018-03-09	Defendants' Initial Disclosure Statement		700 Hood		
1184	2018-03-16	Defendant's First Supplemental Disclosure				
1185	2018-03-20	Defendants' Second Supplemental Disclosure		701 Hood		
1186	2018-06-13	Defendants' Third Supplemental Disclosure		702 Hood		
1187	2018-06-21	Beauchamp's Responses to First Set of Non-Uniform Interrogatories		422 Beauchamp		
1188	2018-06-21	Clark Hill's Response to First Set of Requests for Production of Documents		455 Sifferman		
1189	2018-06-21	Beauchamp's Responses to First Set of NUI		704 Hood		
1190	2018-07-11	Defendants' Fourth Supplemental Disclosure		703 Hood		
1191	2018-07-16	Defendant Clark Hill Responses to Plaintiff Second Set of Request for Production				
1192	2018-07-18	DeWulf cover letter with Beauchamp signed Verifications		433 Beauchamp		
1193	2018-08-10	Defendants' Fifth Supplemental Disclosure				
1194	2019-02-01	Beauchamp's Amended Response to NUI #9		705 Hood		
1195	2019-03-13	Defendants' Sixth Supplemental Disclosure				
1196	2019-06-28	Defendants' Seventh Supplemental Disclosure				
1197	2019-09-13	Defendants' Eighth Supplemental Disclosure				
1198	2019-09-20	Defendants' Ninth Supplemental Disclosure				
1199	2020-01-16	Defendants' Tenth Supplemental Disclosure				
<b>OTHER DEPOSITION EXHIBITS AND MISC. DOCUMENTS</b>						
1200		Clark Hill PLC-Daniel Schenck bio	RECEIVER_001340-001342	1 Schenck		
1201		Clark Hill PLC-Robert Anderson bio	RECEIVER_001326-001327	2 Schenck		
1202		Clark Hill PLC-David Beauchamp bio	RECEIVER_001343-001345	3 Schenck		
1203		Clark Hill, PLLC-Michelle M. Tran Bio		1041 Tran		
1204	2018-05-01	Article entitled Collaborative Representation by Counsel in Probate Litigation		1042 Tran		
1205	2016-08-02	Engagement letter from Michelle Tran to Shawna Heuer with attachment	CH_0018020-0018022	1043 Tran		
1206	2009-05-05	Will of Denny J. Chittick	RECEIVER_005652	1044 Tran		

1207	2019-09-10	Rule 10 Duties Owed by Counsel, Fidiciaries, Unrepresented Parties and Investigators from Westlaw Arizona Court Rules		1045 Tran		
1208	2016-08-04	Application for Informal Probate and Appointment of Personal Representative	RECEIVER_005628	1046 Tran		
1209	2016-08-04	Statement of Informal Probate of Will and Appointment of Personal Representative	RECEIVER_005650	1047 Tran		
1210	2016-08-04	Registrar's Acceptance	RECEIVER_005648	1048 Tran		
1211	2016-08-04	Letters of Appointment of Personal Representative and Acceptance	RECEIVER_005637	1049 Tran		
1212	2016-08-04	Order to Personal Representative and Acknowledgement and Information to Heirs	RECEIVER_005642	1050 Tran		
1213	2016-08-04	Notice to Heirs and Devises of Informal Probate and Appointment of Personal Representative	RECEIVER_005640	1051 Tran		
1214	2016-08-04	Notice to Creditors	RECEIVER_005639	1052 Tran		
1215	2016-08-05	Proof of Notice	RECEIVER_005659	1053 Tran		
1216	2016-08-05	Email thread between Shawna Heuer, Michelle Tran, and Beauchamp re probate documents	DIC0010249-0010250	1054 Tran		
1217	2016-08-11	Request for Notice	RECEIVER_005661	1055 Tran		
1218	2016-08-15	Email thread between Beauchamp, M. Tran, and Chris Hyman re Ongoing business with Denso (for payoffs ect.)	CH_0008935-0008936	1056 Tran		
1219	2016-08-15	Email between Beauchamp and C. Hyman re Ongoing business with Denso	CH_0008916-0008917	1057 Tran		
1220	2016-08-16	Notice of Appearance on Behalf of Personal Representative	RECEIVER_005664	1058 Tran		
1221	2019-09-10	Rule 5.3 Duties of Counsel and Parties from Westlaw Arizona Court Rules		1059 Tran		
1222	2016-08-22	Notice of Appearance	RECEIVER_005667	1060 Tran		
1223	2016-12-09	Notice of Claim Against Estate of Denny J. Chittick		1061 Tran		
1224	2016-12-15	Application to Substitute Counsel	RECEIVER_005670	1062 Tran		
1225	2017-01-13	Order Substituting Counsel for Shawna Heuer	RECEIVER_005676	1063 Tran		
1226	2016-09-15	Letter from Beauchamp to Heuer enclosing invoice	DOCID_00006930	1064 Tran		
1227	2016-10-20	Letter from Beauchamp to Heuer enclosing invoice	DOCID_00006889	1065 Tran		
1228	2017-01-19	Letter from Beauchamp to Heuer enclosing invoice	DOCID_00006933	1066 Tran		
1229	2016-08-19	Email between Beauchamp and M. Tran re Notice of Appearance on Behalf of Personal Representative.PDF	DIC0011720	1067 Tran		
1230	2016-08-05	E-mail from Beauchamp to Wendy Coy, Clapper re Additional DenSco Information	CH_REC_DEP_0008544-0008547	1098 Clapper		
1231	2016-08-08	E-mail from Kurt Johnson to Beauchamp re DenSco Investment Corporation	DIC0010040-0010041	1099 Clapper		
1232	2016-08-09	E-mail from Marlene Pearch re Contacts at AZCC	DIC0009920-0009922	1100 Clapper		
1233	2016-08-10	E-mail from Beauchamp to Clapper with attachment re DenSco Investment Corporation	CH_REC_DEP_0008585-0008588	1101 Clapper		
1234	2016-08-10	E-mail from Beauchamp to Wendy Coy, Clapper re Additional DenSco Information	CH_REC_DEP_0008564-0008566	1102 Clapper		
1235	2016-08-11	E-mail from Beauchamp to Clapper re DenSco	DIC0009731	1103 Clapper		
1236	2016-08-11	E-mail from Beauchamp to Clapper re DenSco	CH_0009093	1104 Clapper		
1237	2016-08-11	E-mail from Beauchamp to Clapper with attachment re Chittick letters of appointment	CH_REC_DEP_0008573-0008575	1105 Clapper		
1238	2016-08-11	E-mail from Beauchamp to Clapper re DenSco	CH_REC_DEP_0008570-0008571	1106 Clapper		
1239	2016-08-11	E-mail from Clapper to Beauchamp re DenSco	DIC0009718	1107 Clapper		
1240	2016-08-11	E-mail from Clapper to Beauchamp re DenSco	CH_0009084-0009085	1108 Clapper		
1241	2016-08-11	E-mail from Beauchamp to Clapper re DenSco	CH_REC_DEP_0008531-0008534	1109 Clapper		
1242	2016-08-12	E-mail from Wendy Coy to James Polese, Kevin Merritt, Beauchamp re DenSco Investment Corporation	DIC0009622-0009623	1110 Clapper		
1243	2016-08-12	E-mail from James Polese to Wendy Coy re DenSco Investment Corporation	CH_0009014-0009017	1111 Clapper		
1244	2016-08-12	E-mail from Beauchamp to Wendy Coy re payoff requests for DenSco	CH_REC_DEP_0008590-0008591	1112 Clapper		
1245	2016-08-12	E-mail from Kevin Merritt to Beauchamp, Wendy Coy re payoff requests for DenSco	DIC0009560-0009562	1113 Clapper		
1246	2016-08-12	E-mail from Wendy Coy to Beauchamp, Kevin Merritt re payoff requests for DenSco	DIC0009557-0009559	1114 Clapper		
1247	2016-08-15	E-mail from Beauchamp to Clapper re DenSco	CH_REC_DEP_0008540	1115 Clapper		
1248	2016-08-17	Order Granting Motion for Expedited Hearing on Application for Preliminary Injunction and Application for the Appointment of a Receiver and Setting Hearing Date	CH_0008500-0008522	1117 Clapper		
1249	2016-08-16	E-mail from Patricia Crawford to Beauchamp, Clapper re 15202 N. 28th Ave.	DIC0011594-0011596	1118 Clapper		
1250	2016-08-18	E-mail from Clapper to Patricia Crawford, Beauchamp re 15202 N. 28th Ave.	DIC0011591-0011593	1119 Clapper		
1251	2016-08-18	E-mail from Josh Randall to Patricia Crawford, Beauchamp re Loan file Number for Payoff assistance for 15202 N 28th Ave Phoenix, AZ	DIC0011572-0011576	1120 Clapper		
1252	2016-08-18	E-mail from Clapper to Josh Randall, Patricia Crawford, Beauchamp re Loan file Number for Payoff assistance for 15202 N 28th Ave Phoenix, AZ	DIC0011549-0011553	1121 Clapper		
1253	2016-08-18	E-mail from Beauchamp to Clapper re DenSco	DIC0011655-0011657	1122 Clapper		
1254	2016-08-16	E-mail from Wendy Coy to Beauchamp, Clapper re DenSco	DIC0011652-0011654	1123 Clapper		
1255	2016-08-18	E-mail from Beauchamp to Josh Randal re Loan file Number for Payoff assistance for 15202 N 28th Ave Phoenix, AZ	DIC0011300-0011306	1124 Clapper		
1256	2016-08-18	E-mail from Beauchamp to Theresa Hall re 1720 E Windsong Dr, Phoenix-Deed of Release	DIC0011294-0011296	1125 Clapper		
1257	2016-08-18	E-mail from Beauchamp to Laura re DenSco Loan Payoff 8110	DIC0011271-0011272	1126 Clapper		
1258	2016-08-18	E-mail from Beauchamp to Clapper re 1720 E Windsong Dr, Phoenix-Last Payment in July.	CH_0008539-0008543	1127 Clapper		
1259	2016-08-19	E-mail from Beauchamp to Keith Wattering re 10449 W Echo Ln-Loan#8070	DIC0011273-0011275	1128 Clapper		
1260	2016-08-19	E-mail from Theresa Hall to Beauchamp re 1720 E Windson Dr, Phoenix-Deed of Release	CH_0008531-0008534	1129 Clapper		
1261	2018-08-17	Application for Preliminary Injunction and Appointment of Receiver and Memorandum of Point and Authorities in Support		1130 Clapper		
1262	2013-08-06	Messner Way Deed of Trust	RECEIVER_000191-196	25 Schenck		
1263	2013-08-22	Messner Way Re-Recorded Deed of Trust	RECEIVER_000197-203	26 Schenck		
1264	2013-08-16	Messner Way Mortgage	RECEIVER_000204	27 Schenck		
1265	2013-09-17	Colonial Dr. Deed of Trust	RECEIVER_000165-176	28 Schenck		
1266	2013-09-17	Colonial Dr. Mortgage	RECEIVER_000190	29 Schenck		
1267	2014-01-09	A.R.S. §33-705	DIC0005406	33 Schenck		
1268	2014-01-09	A.R.S. §33-729	DIC0005407	34 Schenck		
1269	2014-01-15	ACC Inquiry Arizona Home Foreclosures, LLC	DIC0008584-0008585	37 Schenck		
1270	2014-01-15	ACC Inquiry AZBEN Limited, LLC	DIC0008579-0008581	38 Schenck		
1271		Preliminary Legal Closing Checklist form	CH_0013484-0013487	79 Schenck		
1272	2013-03-25	Deed of Trust Andrew Lane Property	RECEIVER_001308-001319	103 Beauchamp		
1273	2013-03-25	Deed of Trust on Andrew Lane Property	RECEIVER_001320-001324	104 Beauchamp		
1274	2013-03-25	Civil Court Case Information-Case History CV2013-092630		105 Beauchamp		
1275	2016-08-09	Sunnyside Dr, Scottsdale residential home info (Menaged home)	DIC0010976	250 Beauchamp		
1276	2016-08-16	Chandler Police Department General Occurrence Hardcopy	DIC0010544-0010562	290 Beauchamp		
1277	2010-03-31	Printed excerpt from DenSco website	DIC0000521-0000522			
1278	2011-09-30	Printed excerpt from DenSco website	DIC0000554-0000556			
1279	2008-12-31	Printed excerpt from DenSco website	DIC0000557-0000559			
1280	2005-07-05	Printed excerpts from DenSco website	DIC0000563-0000592			
1281	2009-09-21	Arizona Department of Financial Institutions Regulatory Alert	DIC0004213-0004214			
1282	2010-05-21	Arizona Administrative Register-Notice of Emergency Rulemaking	DIC0004216-0004220			
1283	2014-02-20	Jeffrey Goulder Stinson Leonard Street Bio	DIC0005408-0005409			
1284	2013-09-23	Clark Hill-Press release re D. Beauchamp	RECEIVER_001325			
1285	2013-03-25	Deed of Trust on Andrew Lane property	RECEIVER_001308-001319			
1286	2013-08-21	Recorded Documents for Colonial Drive and Messner Way	RECEIVER_001539-001543			
1287	2014-01-10	Clark Hill New Client/Matter form	DIC0005382-0005386	149 Beauchamp		
1288	2014-01-13	Letter from R. Miller to D. Beauchamp re DenSco files	DIC0002445	156 Beauchamp		
1289	2014-01-14	Clark Hill New Client/Matter form	DIC0009315-0009318	161 Beauchamp		
1290	2016-08-07	Letter from G. Clapper to DenSco	DIC0009519-0009522	238 Beauchamp		
1291	2016-08-18	Recommendations re Receiver and Attorney Client Privilege		302 Beauchamp		
1292		State Bar of Arizona Rules of Professional Conduct ER 1.3		426 Beauchamp		
1293		State Bar of Arizona Rules of Professional Conduct ER 1.2		427 Beauchamp		

1294	2016-08-18	Reporter's Transcript of Digital Recording		428 Beauchamp		
1295	2016-08-10	Beauchamp letter to W.Coy	CH_0009195-0009196	434 Beauchamp		
1296	2016-01-01	Clark Hill Firm Responsibilities and Structure	CH_0018010	453 Sifferman		
1297	2017-05-12	Sifferman time detail	CH_0018012-0018013	454 Sifferman		
1298	2018-08-30	Rules of Professional Conduct ER1.16		456 Sifferman		
1299	2016-06-01	Clark Hill New Business Intake Form	CH_0017997-0018009	458 Sifferman		
1300	2016-10-13	Letter from Sifferman to R. Anderson	RECEIVER_001566-001573	470 Sifferman		
1301	2019-01-30	Hood's bio from Clark Hill website		697 Hood		
1302	2019-01-30	About Us from Clark Hill website page		698 Hood		
1303	2019-01-30	The NLJ 500: Main Chart article		699 Hood		
1304	2016-08-03	New Business Intake Form-Estate of Chittick	CH_0018014-0018023	707 Hood		
1305	2017-06-22	Clark Hill letter to Receiver Peter Davis with two proofs of claims	RECEIVER_002902 and RECEIVER_002924	711 Hood		
1306	2019-01-00	Legal Malpractice 2019 Edition by Ronald Mallen, Vol. 1 Chapters 1-11 (pg.127-130)		950 Rhodes		
1307	2008-03-18	Letter from D. Beauchamp to D. Chittick - Chittick notes to transfer files	DIC0002450-0002451			
1308	2007-05-07	Letter from D. Beauchamp to D. Chittick Engagement Agreement	DIC0002674-0002678			
1309	2016-09-16	Letter from R. Anderson to D. Beauchamp	DIC0010488-0010506			
1310	2016-10-13	Sifferman letter to Ryan Anderson	RECEIVER_001566			
1311	2007-06-15	Email exchange between D. Beauchamp and R Carney re New DenSco Offering	DIC0002470 - 0002471			
1312	2009-07-06	Email from D. Beauchamp to D. Chittick with attachments	DIC0002141 - 0002212			
1313	2011-04-13	Handwritten Notes	DIC0004378 - 0004379			
1314	2013-03-17	E-mail from D. Chittick to D. Beauchamp re thx for coming	BC_001906			
1315	2013-09-19	E. Pratt Avenue #226 Deed of Trust	RECEIVER_001117 - 001122			
1316	2014-02-14	E-mail exchange between D. Beauchamp and D. Chittick	DIC0006803 - 0006806	75 Schenck		
1317	2016-07-31	Email exchange between D. Beauchamp and R. Koehler re Densco Meeting	DIC0011907 - 0011908			
1318	2016-08-29	Letter from Ryan Anderson to Receiver to Defendants	DIC0011233-11236			
1319	2016-09-16	Letter from Ryan Anderson to Defendants	DIC0010479-0010480			
1320	2016-10-13	Letter from Defendants to Ryan Anderson				
1321	2017-06-22	Sturr letter to DeWulf				
1322	2017-09-28	Petition No. 37 - Petition for Approval of Receiver's Final Recommendations Approving Claims in Densco Receivership				
1323	2017-10-10	Order re: Petition No. 35 - Ex Parte Petition Seeking Approval for Receiver to File Complaint Against Clark Hill PLC and David Beauchamp				
1324	2019-04-25	Email from Colin Campbell to DeWulf and Ruth re missing docs				
1325	2019-04-26	Letter from Clark Hill paralegal to Michelle Burns with DOCID and bates label list				
1326		Declaration of Erin Nelson in Stearny case				
1327		Nelson Affidavit in Rahn case		Nelson 1164		
1328		APA Specialty Guidelines		Nelson 1167		
1329		APA Ethical Principles		Nelson 1168		
1330		1099 Int. Calculation for 2011 Spreadsheet	RECEIVER_001554			
1331	2013-06-01	Audio recording - Voice mail message (Wav.file) BC partners agree Beauchamp to find a new home	BC_003189			
1332	2016-07-xx	Audio Recording - Recorded Conversation between Chittick and Menaged (mp3 file) (transcript of same at Tr. Ex. 1151)				



**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPIENT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1	Sun 8/30/2009 4:59am	Jeff Ekbom	S. Menaged; Jody Oliver	Issues with Trustee Sale-1816 Brown Road; Tax lien	Attorney/Client Communication
2	Wed 9/30/2009 10:38am	Danielle Frattereli	S. Menaged	Letter in Final to Goulder-Re: M&I Marshall & Isley Bank v. EZ Homes; No. CV2009-029917	Attorney/Client Communication
3	Fri 10/2/2009 2:03pm	Paul Levine	S. Menaged	M&I Marshall & Isley Bank v. EZ Homes; No. CV2009-029917	Attorney/Client Communication
4	Wed 10/14/2009 11:54am	Paul Levine	S. Menaged	M&I Marshall & Isley Bank v. EZ Homes; No. CV2009-029917	Attorney/Client Communication
5	Fri 10/16/2009 10:03am	Paul Levine	S. Menaged	Receipt of funds; Copy of cashiers check	Attorney/Client Communication
6	Fri 10/16/2009 1:01pm	Danielle Frattereli	S. Menaged	M&I Marshall & Isley Bank v. EZ Homes; No. CV2009-029917	Attorney/Client Communication
7	Tue 12/15/2009 9:06 PM	Jeff Ekbom	S. Menaged	Issues with Trustee Sale-1816 Brown Road; Tax lien	Attorney/Client Communication
8	Tue 12/29/2009 9:59 AM	Paul Levine	S. Menaged	Letter from M&I with production of emails from S.Menaged re: M&I Marshall & Isley Bank v. EZ Homes; No. CV2009-029917	Attorney/Client Communication
9	Sat 4/10/2010 8:36 AM	Paul Levine	S. Menaged	Drafts of Defendants Responses re: M&I Marshall & Isley Bank v. EZ Homes; No. CV2009-029917	Attorney/Client Communication
10	Mon 7/18/2011 1:31 PM	Jeffrey Goulder	S. Menaged	Weinbrenner	Attorney/Client Communication
11	Mon 7/18/2011 3:37 PM	Jeffrey Goulder	S. Menaged	Weinbrenner	Attorney/Client Communication
12	Tue 7/19/2011 5:26 PM	Jeffrey Goulder	S. Menaged	Easy Investments, LLC engagement letter	Attorney/Client Communication
13	Wed 7/20/2011 7:56 AM	Jeffrey Goulder	S. Menaged	Easy Investments, LLC engagement letter	Attorney/Client Communication
14	Thu 7/28/2011 4:22 PM	Jeffrey Goulder	S. Menaged	Response to request for meeting	Attorney/Client Communication
15	Fri 7/29/2011 6:01 AM	Jeffrey Goulder	S. Menaged	Response to request for meeting	Attorney/Client Communication
16	Thu 8/4/2011 9:20 AM	Ceila M. Guerrero	S. Menaged; Jeffrey Goulder	Short Term Finance v. EZ Homes	Attorney/Client Communication
17	Thu 8/4/2011 9:22 AM	Jeffrey Goulder	S. Menaged	Short Term Finance v. EZ Homes	Attorney/Client Communication
18	Thu 9/15/2011 10:18 AM	Jeffrey Goulder	S. Menaged	Short Term Finance - Release and reconveyance	Attorney/Client Communication
19	Fri 9/16/2011 12:12 PM	Jeffrey Goulder	S. Menaged	Recordation of Cancellation of Sale	Attorney/Client Communication
20	Fri 9/16/2011 12:37 PM	Jeffrey Goulder	S. Menaged	Personal Guarantee	Attorney/Client Communication
21	Mon 9/19/2011 4:42 AM	Jeffrey Goulder	S. Menaged	Response to request to speak RE: Various properties	Attorney/Client Communication
22	Mon 9/19/2011 3:17 PM	Karen L. Liepmann	S. Menaged	DRAFT Letter to Weinbrenner's Lawyer RE: Copyright infringement	Attorney/Client Communication
23	Mon 9/19/2011 3:43 PM	Karen L. Liepmann	S. Menaged	DRAFT Letter to Weinbrenner's Lawyer RE: Copyright infringement	Attorney/Client Communication
24	Mon 9/19/2011 4:45 PM	Jeffrey Goulder	S. Menaged	Letter re: Copyright infringement	Attorney/Client Communication
25	Wed 9/21/2011 8:48 AM	Jeffrey Goulder	S. Menaged	Involving Stefan Palys in affairs	Attorney/Client Communication
26	Mon 9/26/2011 10:41 AM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
27	Wed 9/28/2011 5:52 AM	Stefan M. Palys	S. Menaged	Communication request RE: Letter to Weinbrenner	Attorney/Client Communication
28	Wed 9/28/2011 3:03 PM	Stefan M. Palys	S. Menaged	Draft letter RE: Payment on Weinbrenner's Guaranty	Attorney/Client Communication
29	Mon 10/3/2011 12:24 PM	Stefan M. Palys	S. Menaged	Draft letter RE: Payment on Weinbrenner's Guaranty	Attorney/Client Communication
30	Tue 10/4/2011 9:55 AM	Stefan M. Palys	S. Menaged	Draft letter RE: Payment on Weinbrenner's Guaranty	Attorney/Client Communication
31	Tue 10/4/2011 10:05 AM	Stefan M. Palys	S. Menaged	Draft letter RE: Payment on Weinbrenner's Guaranty	Attorney/Client Communication
32	Tue 10/4/2011 11:39 AM	Stefan M. Palys	S. Menaged	Letter RE: Payment on Weinbrenner's Guaranty	Attorney/Client Communication
33	Mon 10/17/2011 9:48 AM	Stefan M. Palys	S. Menaged	Communication update RE: Payment on Weinbrenner's Guaranty	Attorney/Client Communication
34	Tue 10/25/2011 3:18 PM	Jeffrey Goulder	S. Menaged	Update RE: filing of Complaint	Attorney/Client Communication
35	Thu 10/27/2011 1:51 PM	Stefan M. Palys	S. Menaged	Draft Complaint RE:Weinbrenner	Attorney/Client Communication
36	Thu 10/27/2011 4:19 PM	Stefan M. Palys	S. Menaged	Question for Menaged RE: Weinbrenner	Attorney/Client Communication
37	Fri 10/28/2011 5:09 AM	Stefan M. Palys	S. Menaged	Possible mediation RE: Weinbrenner	Attorney/Client Communication
38	Fri 10/28/2011 6:29:00 AM	Stefan M. Palys	S. Menaged	Possible mediation RE: Weinbrenner	Attorney/Client Communication
39	Fri 10/28/2011 6:38 AM	Stefan M. Palys	S. Menaged	Possible mediation RE: Weinbrenner	Attorney/Client Communication
40	Fri 10/28/2011 6:53 AM	Stefan M. Palys	S. Menaged	Possible mediation RE: Weinbrenner	Attorney/Client Communication
41	Fri 10/28/2011 1:26 PM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
42	Mon 10/31/2011 3:21 PM	Stefan M. Palys	S. Menaged	Mediation RE: Weinbrenner	Attorney/Client Communication
43	Thu 11/3/2011 2:32 PM	Stefan M. Palys	S. Menaged	Mediation RE: Weinbrenner	Attorney/Client Communication
44	Thu 11/3/2011 4:03 PM	Stefan M. Palys	S. Menaged	Draft Complaint questions RE:Weinbrenner	Attorney/Client Communication
45	Fri 11/4/2011 11:22 AM	Stefan M. Palys	S. Menaged	Complaint information requests RE:Weinbrenner	Attorney/Client Communication
46	Fri 11/4/2011 6:16 PM	Stefan M. Palys	S. Menaged	Confirmation of filed Complaint RE:Weinbrenner	Attorney/Client Communication
47	Wed 11/9/2011 7:23 AM	Stefan M. Palys	S. Menaged	Copy of filed Complaint RE:Weinbrenner	Attorney/Client Communication
48	Thu 11/17/2011 3:24 PM	Stefan M. Palys	S. Menaged	Status of Complaint RE:Weinbrenner	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
49	Wed 11/23/2011 10:18 AM	Stefan M. Palys	S. Menaged	Availability update	Attorney/Client Communication
50	Wed 11/23/2011 10:32 AM	Stefan M. Palys	S. Menaged	Out of Office Automatic Reply	Attorney/Client Communication
51	Wed 11/23/2011 11:34 AM	Stefan M. Palys	S. Menaged	Pursuing Immediate Judgement RE:Weinbrenner	Attorney/Client Communication
52	Mon 11/28/2011 1:22 PM	Stefan M. Palys	S. Menaged	Request for extension to file an answer RE:Weinbrenner	Attorney/Client Communication
53	Mon 11/28/2011 1:24 PM	Stefan M. Palys	S. Menaged	Request for extension to file an answer RE:Weinbrenner	Attorney/Client Communication
54	Mon 11/28/2011 1:26 PM	Stefan M. Palys	S. Menaged	Request for extension to file an answer RE:Weinbrenner	Attorney/Client Communication
55	Fri 12/2/2011 6:20 PM	Stefan M. Palys	S. Menaged	Request for extension to file an answer RE:Weinbrenner	Attorney/Client Communication
56	Tue 12/6/2011 1:55 PM	Stefan M. Palys	S. Menaged	Default Judgement status and related questions RE:Weinbrenner	Attorney/Client Communication
57	Tue 12/6/2011 2:12 PM	Stefan M. Palys	S. Menaged	Mediation/Arbitration option RE:Weinbrenner	Attorney/Client Communication
58	Fri 12/9/2011 3:07 PM	Stefan M. Palys	S. Menaged	Filed Answer and Counterclaim RE:Weinbrenner	Attorney/Client Communication
59	Tue 12/13/2011 8:01 PM	Stefan M. Palys	S. Menaged	Answer and Counterclaim questions RE:Weinbrenner	Attorney/Client Communication
60	Wed 12/21/2011 12:10 PM	Stefan M. Palys	S. Menaged	Counterclaim RE:Weinbrenner	Attorney/Client Communication
61	Thu 12/29/2011 1:23 PM	Stefan M. Palys	S. Menaged	Draft Verified Reply to Counterclaim RE:Weinbrenner	Attorney/Client Communication
62	Fri 1/20/2012 6:14 AM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
63	Mon 1/30/2012 9:30 AM	Stefan M. Palys	S. Menaged	Arbitration offer RE:Weinbrenner	Attorney/Client Communication
64	Thu 2/2/2012 9:07 AM	Stefan M. Palys	S. Menaged	Draft Plaintiff's 26.1 Initial Disclosure Statement	Attorney/Client Communication
65	Fri 2/3/2012 9:10 AM	Stefan M. Palys	S. Menaged	Arbitration and Settlement questions about property values RE:Weinbrenner	Attorney/Client Communication
66	Sun 2/5/2012 4:19 AM	Stefan M. Palys	S. Menaged	Request for employee's contact info	Attorney/Client Communication
67	Sun 2/5/2012 11:20 AM	Stefan M. Palys	S. Menaged	Request for employee's contact info	Attorney/Client Communication
68	Sun 2/5/2012 12:23 PM	Stefan M. Palys	S. Menaged	Request for employee's contact info	Attorney/Client Communication
69	Tue 2/7/2012 8:49 AM	Stefan M. Palys	S. Menaged	Cancellation of Trustee's Sale	Attorney/Client Communication
70	Tue 2/7/2012 9:04 AM	Stefan M. Palys	S. Menaged	Final draft Plaintiff's 26.1 Initial Disclosure Statement RE:Weinbrenner	Attorney/Client Communication
71	Tue 2/7/2012 9:19 AM	Stefan M. Palys	S. Menaged	Arbitration issue proposal RE:Weinbrenner	Attorney/Client Communication
72	Tue 2/7/2012 10:01 AM	Stefan M. Palys	S. Menaged	Recording # for Notice of Cancellation of Trustee's Sale	Attorney/Client Communication
73	Tue 2/7/2012 10:02 AM	Stefan M. Palys	S. Menaged	Confirmation of Cancellation of Trustee's Sale	Attorney/Client Communication
74	Wed 2/8/2012 11:22 AM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
75	Thu 3/1/2012 10:49 AM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
76	Mon 3/5/2012 2:53 PM	Stefan M. Palys	S. Menaged	Defendants First NUI, RFA, RFP to Plaintiff	Attorney/Client Communication
77	Wed 3/7/2012 3:19 PM	Stefan M. Palys	S. Menaged	Retainer info	Attorney/Client Communication
78	Mon 3/12/2012 8:28 PM	Stefan M. Palys	S. Menaged	Discovery/Arbitration issues RE: Weinbrenner	Attorney/Client Communication
79	Thu 3/15/2012 10:55 AM	Stefan M. Palys	S. Menaged	Subpoenas to employees question RE: Weinbrenner	Attorney/Client Communication
80	Wed 3/21/2012 12:54 PM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
81	Wed 3/21/2012 12:58 PM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
82	Wed 3/21/2012 12:59 PM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
83	Wed 3/21/2012 1:01 PM	Stefan M. Palys	S. Menaged	Discovery/Arbitration issues RE: Weinbrenner	Attorney/Client Communication
84	Wed 3/21/2012 3:32 PM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
85	Wed 3/28/2012 4:31 AM	Stefan M. Palys	S. Menaged	Questions RE: Plaintiff's Responses to NUI, RFA and RFP	Attorney/Client Communication
86	Wed 3/28/2012 4:48 AM	Stefan M. Palys	S. Menaged	Questions RE: Plaintiff's Responses to NUI, RFA and RFP	Attorney/Client Communication
87	Tue 4/3/2012 9:14 AM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
88	Tue 4/3/2012 9:16 AM	Stefan M. Palys	S. Menaged	Arbitration issue RE:Weinbrenner	Attorney/Client Communication
89	Tue 4/3/2012 9:21 AM	Stefan M. Palys	S. Menaged	Arbitration/Subpoena issues RE:Weinbrenner	Attorney/Client Communication
90	Wed 4/11/2012 12:24 PM	Stefan M. Palys	S. Menaged	Arbitration/Subpoena issues RE:Weinbrenner	Attorney/Client Communication
91	Wed 4/11/2012 12:26 PM	Stefan M. Palys	S. Menaged	Arbitration/Subpoena issues RE:Weinbrenner	Attorney/Client Communication
92	Wed 4/11/2012 12:29 PM	Stefan M. Palys	S. Menaged	Arbitration/Subpoena issues RE:Weinbrenner	Attorney/Client Communication
93	Wed 4/18/2012 11:47 AM	Stefan M. Palys	S. Menaged	Communication request	Attorney/Client Communication
94	Mon 4/23/2012 3:34 PM	Stefan M. Palys	S. Menaged	Arbitration/Subpoena issues; Motion to Quash RE:Weinbrenner	Attorney/Client Communication
95	Sat 4/28/2012 8:25 AM	Stefan M. Palys	S. Menaged	Update on Weinbrenner Case; Discovery issues	Attorney/Client Communication
96	Sat 4/28/2012 10:51 AM	Stefan M. Palys	S. Menaged	Update on Weinbrenner Case; Hearing status	Attorney/Client Communication
97	Thu 5/10/2012 1:28 PM	Stefan M. Palys	S. Menaged	Update on Weinbrenner Case; Hearing status, Settlement discussion	Attorney/Client Communication
98	Fri 5/11/2012 4:17 AM	Stefan M. Palys	S. Menaged	Copy of denied Motion to Quash RE:Weinbrenner	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
99	Fri 5/11/2012 6:37 AM	Stefan M. Palys	S. Menaged	Attorney fees related to Motion to Quash denial	Attorney/Client Communication
100	Fri 5/25/2012 11:02 AM	Stefan M. Palys	S. Menaged	Update on Weinbrenner Case; Subpoenas to Bank of America for EZ and Easy	Attorney/Client Communication
101	Thu 5/31/2012 1:47 PM	Stefan M. Palys	S. Menaged	Update on Weinbrenner Case; Subpoenas to Bank of America for EZ and Easy	Attorney/Client Communication
102	Wed 6/13/2012 9:28 AM	Stefan M. Palys	S. Menaged	Potential meeting	Attorney/Client Communication
103	Wed 6/13/2012 9:34 AM	Stefan M. Palys	S. Menaged	Potential meeting; General strategy	Attorney/Client Communication
104	Wed 6/13/2012 10:03 AM	Stefan M. Palys	S. Menaged	Confirming Fact on Alice	Attorney/Client Communication
105	Wed 6/13/2012 10:23 AM	Stefan M. Palys	S. Menaged	Confirming Fact on 47th ave	Attorney/Client Communication
106	Wed 7/18/2012 8:35 AM	Stefan M. Palys	S. Menaged	Update on Weinbrenner Case; Bank of America document production	Attorney/Client Communication
	Wed 8/8/2012 10:15 AM	Stefan M. Palys	S. Menaged	Status of deposition of Eric Weinbrenner and Arthur Koschubs	
107	Wed 8/8/2012 10:39 AM	Stefan M. Palys	S. Menaged	Status of deposition of Eric Weinbrenner and Arthur Koschubs	Attorney/Client Communication
108	Mon 8/13/2012 2:31 PM	Stefan M. Palys	S. Menaged	Update on "status conference" RE: Weinbrenner case	Attorney/Client Communication
109	Tue 8/14/2012 3:42 PM	Stefan M. Palys	S. Menaged	Status of deposition of Eric Weinbrenner	Attorney/Client Communication
110	Fri 8/17/2012 4:58 AM	Stefan M. Palys	S. Menaged	Status of deposition of Eric Weinbrenner and others	Attorney/Client Communication
111	Thu 8/23/2012 2:20 PM	Stefan M. Palys	S. Menaged	Status of deposition of Eric Weinbrenner and others	Attorney/Client Communication
112	Mon 8/27/2012 1:11 PM	Stefan M. Palys	S. Menaged	Status of deposition of Eric Weinbrenner and others	Attorney/Client Communication
113	Fri 9/14/2012 2:09 PM	Stefan M. Palys	S. Menaged	Communication request RE: Weinbrenner deposition	Attorney/Client Communication
114	Wed 10/24/2012 5:29 PM	Jeffrey Goulder	S. Menaged	Scheduling RE: Menaged - mediation / arbitration	Attorney/Client Communication
115	Mon 10/29/2012 5:39 PM	Stefan M. Palys	S. Menaged	Scheduling RE: Menaged - mediation / arbitration	Attorney/Client Communication
116	Wed 11/28/2012 10:58 AM	Stefan M. Palys	S. Menaged	RE: Weinbrenner Mediation issues	Attorney/Client Communication
117	Wed 11/28/2012 11:30 AM	Stefan M. Palys	S. Menaged	Communication request RE: Weinbrenner Mediation	Attorney/Client Communication
118	Mon 12/3/2012 4:36 PM	Stefan M. Palys	S. Menaged	Menaged Mediation Statement	Attorney/Client Communication
119	Tue 12/4/2012 2:24 PM	Stefan M. Palys	S. Menaged	Draft Menaged Mediation Statement	Attorney/Client Communication
120	Tue 12/4/2012 2:41 PM	Stefan M. Palys	S. Menaged	Questions with figures within Menaged Mediation Statement	Attorney/Client Communication
121	Tue 12/4/2012 2:44 PM	Stefan M. Palys	S. Menaged	Questions with figures within Menaged Mediation Statement	Attorney/Client Communication
122	Thu 12/13/2012 2:24 PM	Stefan M. Palys	S. Menaged	Reminder about deposition/mediation	Attorney/Client Communication
123	Fri 12/21/2012 1:06 PM	Jeffrey Goulder	S. Menaged	Reminder to pay real estate taxes	Attorney/Client Communication
124	Thu 12/27/2012 12:08 PM	Jeffrey Goulder	S. Menaged	Real estate taxes payment confirmation/Pick up of Weinbrenner check	Attorney/Client Communication
125	Thu 12/27/2012 1:52 PM	Jeffrey Goulder	S. Menaged	Reconciliation breakdown RE: Weinbrenner case	Attorney/Client Communication
126	Thu 12/27/2012 2:32 PM	Jeffrey Goulder	S. Menaged	Reconciliation breakdown RE: Weinbrenner case	Attorney/Client Communication
127	Thu 3/28/2013 3:29 PM	Stefan M. Palys	S. Menaged	Alice Ave filing issues	Attorney/Client Communication
128	Mon 4/1/2013 11:40 AM	Stefan M. Palys	S. Menaged	Alice Ave filing issues	Attorney/Client Communication
129	Mon 4/1/2013 12:03 PM	Stefan M. Palys	S. Menaged	Alice Ave filing issues	Attorney/Client Communication
130	Mon 4/1/2013 12:39 PM	Stefan M. Palys	S. Menaged	Menaged Rule 80d Terms	Attorney/Client Communication
131	Wed 4/3/2013 9:38 AM	Stefan M. Palys	S. Menaged	Weinbrenner payment for Alice property	Attorney/Client Communication
132	Mon 4/22/2013 3:42 PM	Stefan M. Palys	S. Menaged	Title report inquiry for Alice property/Trustee sale docs	Attorney/Client Communication
133	Fri 4/26/2013 2:14 PM	Stefan M. Palys	S. Menaged	Title report inquiry for Alice property/Trustee sale docs	Attorney/Client Communication
134	Wed 6/5/2013 9:20 AM	Jeffrey Goulder	S. Menaged	General correspondence RE: lawsuit	Attorney/Client Communication
135	Wed 6/5/2013 11:38 AM	Stefan M. Palys	S. Menaged	RE: 7089 Andrew Lane	Attorney/Client Communication
136	Mon 6/10/2013 2:35 PM	Stefan M. Palys	S. Menaged	Notice of Past Due Taxes Parcel No. 121-75-091.PDF; Notice of Past Due Taxes Parcel No. 121-75-092.PDF	Attorney/Client Communication
137	Mon 6/10/2013 3:03 PM	Stefan M. Palys	S. Menaged	Notice of Past Due Taxes Parcel No. 121-75-091.PDF; Notice of Past Due Taxes Parcel No. 121-75-092.PDF	Attorney/Client Communication
138	Mon 6/10/2013 3:08 PM	Stefan M. Palys	S. Menaged	Communication request RE: Past due taxes	Attorney/Client Communication
139	Mon 6/10/2013 3:53 PM	Stefan M. Palys	S. Menaged	Communication request RE: Past due taxes and further action	Attorney/Client Communication
140	Wed 6/12/2013 2:34 PM	Jeffrey Goulder	S. Menaged	Strategy plans RE: Motion to dismiss under statute 33-811	Attorney/Client Communication
141	Tue 6/18/2013 2:03 PM	Jeffrey Goulder	S. Menaged	Copy of Engagement Letter RE: FREO lawsuit	Attorney/Client Communication
142	Wed 6/19/2013 1:56 PM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
143	Tue 6/25/2013 3:59 PM	Stefan M. Palys	S. Menaged	Extension Request for Freo Arizona v. Easy Investments, LLC, et al. - CV2013-007663	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
144	Fri 6/28/2013 11:29 AM	Stefan M. Palys	S. Menaged	Ocwen settlement update	Attorney/Client Communication
145	Fri 6/28/2013 12:02 PM	Stefan M. Palys	S. Menaged	Ocwen settlement update	Attorney/Client Communication
146	Tue 7/2/2013 1:37 PM	Stefan M. Palys	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
147	Fri 7/5/2013 11:20 AM	Stefan M. Palys	S. Menaged	Letters to Ocwen and other parties requesting quit claim deeds RE: Freo Arizona v. Easy Investments	Attorney/Client Communication
148	Wed 7/10/2013 11:33 AM	Stefan M. Palys	S. Menaged	Ocwen settlement update	Attorney/Client Communication
149	Wed 7/10/2013 11:55 AM	Stefan M. Palys	S. Menaged	Ocwen settlement update	Attorney/Client Communication
150	Wed 7/10/2013 1:23 PM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
151	Thu 7/11/2013 11:14 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
152	Thu 7/11/2013 11:59 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
153	Mon 7/15/2013 11:09 AM	Jeffrey Goulder	S. Menaged; Jody Angel	Summary judgment motion from FREO	Attorney/Client Communication
154	Mon 7/15/2013 11:15 AM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
155	Mon 7/15/2013 11:19 AM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
156	Mon 7/15/2013 2:07 PM	Jeffrey Goulder	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
157	Tue 7/16/2013 8:55 PM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
158	Tue 7/16/2013 9:21 PM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
159	Thu 7/18/2013 5:42 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
160	Thu 7/18/2013 12:43 PM	Stefan M. Palys	S. Menaged	Auto reply notification	Attorney/Client Communication
161	Thu 7/18/2013 12:50 PM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
162	Wed 7/24/2013 10:29 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
163	Thu 7/25/2013 12:44 PM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
164	Mon 7/29/2013 10:53 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
165	Wed 7/31/2013 1:08 PM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
166	Tue 8/6/2013 9:53 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen	Attorney/Client Communication
167	Thu 8/15/2013 11:08 AM	Stefan M. Palys	S. Menaged	Empire - Andrews Lane	Attorney/Client Communication
168	Thu 8/15/2013 3:16 PM	Stefan M. Palys	S. Menaged; Jody Angel	Draft of Easy Investments, LLC and Active Funding Group, LLC'S Rule 26.1 Initial Disclosure Statement	Attorney/Client Communication
169	Thu 8/15/2013 5:29 PM	Jody Angel	Stefan M. Palys; S. Menaged	Response to Draft of Easy Investments, LLC and Active Funding Group, LLC'S Rule 26.1 Initial Disclosure Statement	Attorney/Client Communication
170	Thu 8/15/2013 7:34 PM	Stefan M. Palys	S. Menaged; Jody Angel	Response to Draft of Easy Investments, LLC and Active Funding Group, LLC'S Rule 26.1 Initial Disclosure Statement	Attorney/Client Communication
171	Fri 8/16/2013 9:03 AM	Stefan M. Palys	S. Menaged	Response to Draft of Easy Investments, LLC and Active Funding Group, LLC'S Rule 26.1 Initial Disclosure Statement	Attorney/Client Communication
172	Wed 8/21/2013 5:02 AM	Stefan M. Palys	S. Menaged	Settlement offer to Ocwen/Fact Check for Motion Against Freo	Attorney/Client Communication
173	Wed 8/21/2013 8:11 AM	Patricia Jennings	S. Menaged	Copy of Verification page/Disclosure Statement	Attorney/Client Communication
174	Thu 8/29/2013 2:07 PM	Stefan M. Palys	S. Menaged; Jody Angel	Draft of response to the motion for summary judgment, the cross-motion, and the motion against Ocwen	Attorney/Client Communication
175	Fri 8/30/2013 10:38 AM	Stefan M. Palys	S. Menaged; Jody Angel	Draft of response to the motion for summary judgment, the cross-motion, and the motion against Ocwen	Attorney/Client Communication
176	Tue 9/3/2013 4:56 PM	Stefan M. Palys	S. Menaged	Draft of response to the motion for summary judgment, the cross-motion, and the motion against Ocwen	Attorney/Client Communication
177	Wed 9/4/2013 8:26 AM	Patricia Jennings	Stefan M. Palys; S. Menaged	Declaration and Verification documents	Attorney/Client Communication
178	Fri 9/27/2013 4:00 PM	Stefan M. Palys	S. Menaged	Freo v. Easy/Ocwen - Rental Issue	Attorney/Client Communication
179	Mon 10/7/2013 8:36 AM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
180	Mon 10/7/2013 9:12 AM	Jeffrey Goulder	S. Menaged	Retainer info RE: FREO lawsuit	Attorney/Client Communication
181	Fri 11/22/2013 11:28 AM	Stefan M. Palys	S. Menaged	Easy/Active - MSJ Reply, Due 11/25/13	Attorney/Client Communication
182	Fri 12/6/2013 12:17 PM	Stefan M. Palys	S. Menaged	Outcome RE: Freo v. Easy/Active v. Ocwen - MSJ Hearing	Attorney/Client Communication
183	Fri 12/6/2013 1:01 PM	Stefan M. Palys	S. Menaged	Recap of breakdown for Ocwen settlement figures	Attorney/Client Communication
184	Tue 12/10/2013 10:26 AM	Stefan M. Palys	S. Menaged	Update RE: Ocwen settlement	Attorney/Client Communication
185	Wed 12/11/2013 3:06 PM	Stefan M. Palys	S. Menaged	Update RE: Ocwen settlement; Settlement Demand (Rule 408 Communication)	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
186	Wed 12/11/2013 3:58 PM	Stefan M. Palys	S. Menaged	Easy/Freo/Ocwen - Property Listed	Attorney/Client Communication
187	Mon 12/16/2013 2:02 PM	Stefan M. Palys	S. Menaged	Update RE: Freo v. Easy/Ocwen, Andrew Lane property	Attorney/Client Communication
188	Fri 12/20/2013 12:26 PM	Stefan M. Palys	S. Menaged	Update RE: Ocwen; Retainer issue	Attorney/Client Communication
189	Fri 12/20/2013 12:40 PM	Stefan M. Palys	S. Menaged	Retainer issue	Attorney/Client Communication
190	Fri 12/27/2013 8:21 AM	Stefan M. Palys	S. Menaged	Retainer issue	Attorney/Client Communication
191	Fri 12/27/2013 3:54 PM	Stefan M. Palys	S. Menaged	Ocwen settlement counteroffer	Attorney/Client Communication
192	Mon 12/30/2013 10:37 AM	Stefan M. Palys	S. Menaged	Ocwen settlement counteroffer issues	Attorney/Client Communication
193	Wed 1/8/2014 8:40 AM	Stefan M. Palys	S. Menaged	707E. Potter Drive / List of Expenses / AZ13-6879	Attorney/Client Communication
194	Wed 1/8/2014 3:35 PM	Stefan M. Palys	S. Menaged	Update on offer RE: 707E. Potter Drive / List of Expenses / AZ13-6879	Attorney/Client Communication
195	Wed 1/8/2014 4:16 PM	Stefan M. Palys	S. Menaged	Response to update on offer RE: 707E. Potter Drive / List of Expenses / AZ13-6879	Attorney/Client Communication
196	Thu 1/9/2014 4:22 AM	Stefan M. Palys	S. Menaged	Update RE: Freo v. Easy/Active v. Ocwen	Attorney/Client Communication
197	Mon 1/13/2014 6:34 PM	Jeffrey Goulder	S. Menaged	Request for meeting on new matter	Attorney/Client Communication
198	Mon 1/13/2014 9:08 PM	Jeffrey Goulder	S. Menaged	Request for meeting on new matter	Attorney/Client Communication
199	Wed 1/15/2014 8:10 AM	Jeffrey Goulder	S. Menaged	Request for meeting on new matter	Attorney/Client Communication
200	Wed 1/15/2014 8:16 AM	Jeffrey Goulder	S. Menaged	Request for meeting on new matter	Attorney/Client Communication
201	Wed 1/15/2014 8:21 AM	Jeffrey Goulder	S. Menaged	Request for meeting on new matter	Attorney/Client Communication
202	Wed 1/15/2014 1:20 PM	Jeffrey Goulder	S. Menaged	Meeting on new matter RE: Sell Wholesale Funding	Attorney/Client Communication
203	Wed 1/15/2014 5:11 PM	Jeffrey Goulder	S. Menaged	Update on new matter	Attorney/Client Communication
204	Wed 1/15/2014 5:27 PM	Jeffrey Goulder	S. Menaged	Copy of letter from Bob Miller RE: Mortgage Recordation; Demand for Subordination/Ensco	Attorney/Client Communication
205	Thu 1/16/2014 5:59 AM	Jeffrey Goulder	S. Menaged	Strategy RE: Mortgage Recordation; Demand for Subordination/Ensco	Attorney/Client Communication
206	Thu 1/16/2014 2:31 PM	Jeffrey Goulder	S. Menaged	Term sheet revised	Attorney/Client Communication
207	Thu 1/16/2014 5:53 PM	Jeffrey Goulder	S. Menaged	Meeting request; NDA	Attorney/Client Communication
208	Thu 1/16/2014 6:24 PM	Jeffrey Goulder	S. Menaged	NDA issues	Attorney/Client Communication
209	Thu 1/16/2014 8:23 PM	Jeffrey Goulder	S. Menaged	NDA issues	Attorney/Client Communication
210	Fri 1/17/2014 5:24 AM	Jeffrey Goulder	S. Menaged	NDA issues	Attorney/Client Communication
211	Fri 1/17/2014 7:02 AM	Jeffrey Goulder	S. Menaged	NDA issues	Attorney/Client Communication
212	Fri 1/17/2014 11:15 AM	Jeffrey Goulder	S. Menaged	Term sheet	Attorney/Client Communication
213	Mon 1/20/2014 8:11 AM	Jeffrey Goulder	S. Menaged	Meeting confirmation	Attorney/Client Communication
214	Mon 1/20/2014 8:36 AM	Jeffrey Goulder	S. Menaged	Meeting issues	Attorney/Client Communication
215	Mon 1/20/2014 8:53 AM	Jeffrey Goulder	S. Menaged	Meeting confirmation; Retainer issues	Attorney/Client Communication
216	Mon 1/20/2014 9:02 AM	Jeffrey Goulder	S. Menaged	Meeting request with Ensco attorney	Attorney/Client Communication
217	Wed 1/22/2014 1:15 PM	Jeffrey Goulder	S. Menaged	Copies of invoices and payment request	Attorney/Client Communication
218	Thu 1/23/2014 4:36 AM	Jeffrey Goulder	S. Menaged	Invoice payment confirmation	Attorney/Client Communication
219	Thu 1/23/2014 9:37 AM	Paul Levine	S. Menaged	Offer to borrower RE: ?	Attorney/Client Communication
220	Mon 2/3/2014 5:06 AM	Jeffrey Goulder	S. Menaged	Meeting confirmation with Ensco attorney	Attorney/Client Communication
221	Mon 2/3/2014 9:31 AM	Jeffrey Goulder	S. Menaged	Telephone communication request RE: Forbearance with DenSco	Attorney/Client Communication
222	Mon 2/3/2014 12:10 PM	Jeffrey Goulder	S. Menaged	Update RE: Forbearance with DenSco	Attorney/Client Communication
223	Mon 2/3/2014 3:20 PM	Jeffrey Goulder	S. Menaged	Draft of Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
224	Tue 2/4/2014 1:45 PM	Jeffrey Goulder	S. Menaged	Telephone communication request RE: Forbearance with DenSco	Attorney/Client Communication
225	Tue 2/4/2014 2:39 PM	Stefan M. Palys	S. Menaged	Request for updated figures for Ocwen Settlement	Attorney/Client Communication
226	Tue 2/4/2014 2:42 PM	Stefan M. Palys	S. Menaged	Request for updated figures for Ocwen Settlement	Attorney/Client Communication
227	Tue 2/4/2014 2:45 PM	Stefan M. Palys	S. Menaged	Issues concerning updated figures for Ocwen Settlement	Attorney/Client Communication
228	Tue 2/4/2014 2:46 PM	Stefan M. Palys	S. Menaged	Issues concerning updated figures for Ocwen Settlement	Attorney/Client Communication
229	Tue 2/4/2014 8:27 PM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
230	Wed 2/5/2014 12:07 PM	Jeffrey Goulder	S. Menaged	Inquiry for meeting with DenSco attorney	Attorney/Client Communication
231	Wed 2/5/2014 12:11 PM	Jeffrey Goulder	S. Menaged	Concern for meeting with DenSco attorney amidst unresolved issues with Forbearance agreement	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
232	Wed 2/5/2014 7:20 PM	Jeffrey Goulder	S. Menaged	Update for meeting with DenSco attorney	Attorney/Client Communication
233	Thu 2/6/2014 11:02 AM	Jeffrey Goulder	S. Menaged	Update for meeting with DenSco attorney and funding discussion	Attorney/Client Communication
234	Thu 2/6/2014 11:06 AM	Jeffrey Goulder	S. Menaged	Update for meeting with DenSco attorney and funding discussion	Attorney/Client Communication
	Sat 2/8/2014 7:17 AM	Jeffrey Goulder	S. Menaged	Forward of David Beauchamp's response to Forbearance Agreement between Menaged entities and DenSco	Attorney/Client Communication
235	Sun 2/9/2014 6:47 AM	Jeffrey Goulder	S. Menaged	Telephone communication request RE: Forbearance with DenSco/Workshare Professional Document Distribution	Attorney/Client Communication
236	Mon 2/10/2014 12:05 PM	Jeffrey Goulder	S. Menaged	Changes to Forbearance Agreement	Attorney/Client Communication
237	Mon 2/10/2014 12:16 PM	Stefan M. Palys	S. Menaged	Revised Settlement offer from Ocwen	Attorney/Client Communication
238	Mon 2/10/2014 12:47 PM	Stefan M. Palys	S. Menaged	Concerns over revised settlement offer from Ocwen	Attorney/Client Communication
239	Mon 2/10/2014 3:27 PM	Stefan M. Palys	S. Menaged	Inquiry of proof of ETS refunding purchase price after Trustee Sale	Attorney/Client Communication
240	Mon 2/10/2014 3:39 PM	Stefan M. Palys	S. Menaged	Inquiry of proof of ETS refunding purchase price after Trustee Sale	Attorney/Client Communication
241	Tue 2/11/2014 4:14 PM	Stefan M. Palys	S. Menaged	Legal stance on giving up property to mitigate damages	Attorney/Client Communication
242	Wed 2/12/2014 4:26 AM	Stefan M. Palys	S. Menaged	Confirmation of rejection of settlement agreement and file MSJ	Attorney/Client Communication
243	Wed 2/12/2014 8:00 AM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
244	Wed 2/12/2014 11:58 AM	Stefan M. Palys	S. Menaged	Inquiry to a figure to counter Ocwen's settlement amount	Attorney/Client Communication
245	Wed 2/12/2014 12:28 PM	Stefan M. Palys	S. Menaged	Question about distribution of settlement funds	Attorney/Client Communication
246	Thu 2/13/2014 9:48 AM	Stefan M. Palys	S. Menaged	New Settlement offer from Ocwen	Attorney/Client Communication
247	Thu 2/13/2014 9:51 AM	Stefan M. Palys	S. Menaged	Acceptance of new settlement offer from Ocwen	Attorney/Client Communication
248	Thu 2/13/2014 9:54 AM	Stefan M. Palys	S. Menaged	Other stipulations of settlement agreement from Ocwen	Attorney/Client Communication
249	Thu 2/13/2014 9:56 AM	Stefan M. Palys	S. Menaged	Other stipulations of settlement agreement from Ocwen	Attorney/Client Communication
250	Thu 2/13/2014 10:06 AM	Stefan M. Palys	S. Menaged	Legal responsibility for Easy and Active	Attorney/Client Communication
251	Thu 2/13/2014 2:22 PM	Stefan M. Palys	S. Menaged	Timeframe issues with payout from Ocwen settlement	Attorney/Client Communication
252	Thu 2/13/2014 2:42 PM	Stefan M. Palys	S. Menaged	Documentation needed to finalize Ocwen settlement offer/Transfer title of property	Attorney/Client Communication
253	Thu 2/13/2014 5:49 PM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
254	Sat 2/15/2014 2:21 PM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
255	Mon 2/17/2014 7:55 AM	Jeffrey Goulder	S. Menaged	Inquiry for meeting with DenSco and counsel	Attorney/Client Communication
256	Mon 2/17/2014 8:02 AM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
257	Tue 2/18/2014 2:06 PM	Stefan M. Palys	S. Menaged	Documentation needed to finalize Ocwen settlement offer/Transfer title of property	Attorney/Client Communication
258	Wed 2/19/2014 7:17 PM	Jeffrey Goulder	S. Menaged	Confirmation of meeting with DenSco and counsel	Attorney/Client Communication
259	Thu 2/20/2014 3:05 PM	Jeffrey Goulder	S. Menaged	Post meeting conversation with Denny; Additional retainer request	Attorney/Client Communication
260	Sun 2/23/2014 11:22 AM	Stefan M. Palys	S. Menaged	Request for Freo to remove listing for sale of property	Attorney/Client Communication
261	Mon 2/24/2014 8:36 AM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
262	Mon 2/24/2014 2:35 PM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
263	Tue 2/25/2014 11:27 AM	Jeffrey Goulder	S. Menaged	Copies of revised Forbearance Agreement post meeting with DenSco and their counsel	Attorney/Client Communication
264	Tue 2/25/2014 6:31 PM	Jeffrey Goulder	S. Menaged	Issues with Revised Forbearance Agreement with DenSco and Menaged entities	Attorney/Client Communication
265	Wed 2/26/2014 9:48 AM	Jeffrey Goulder	S. Menaged	Request for retainer	Attorney/Client Communication
266	Wed 2/26/2014 4:23 PM	Stefan M. Palys	S. Menaged	Documentation needed to finalize Ocwen settlement offer/Transfer title of property	Attorney/Client Communication
267	Thu 2/27/2014 6:26 AM	Stefan M. Palys	S. Menaged	Request for additional funds (for losses) in Ocwen Settlement due to the delay in issuing funds	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
268	Thu 2/27/2014 1:58 PM	Stefan M. Palys	S. Menaged	Reaction to request for additional funds for losses due to delay	Attorney/Client Communication
269	Thu 2/27/2014 2:38 PM	Stefan M. Palys	S. Menaged	Request for executed W-9 for Easy	Attorney/Client Communication
270	Thu 2/27/2014 3:02 PM	Stefan M. Palys	S. Menaged	Draft of Settlement Agreement between Freo, Easy, and Active to facilitate Ocwen settlement	Attorney/Client Communication
271	Thu 2/27/2014 3:17 PM	Stefan M. Palys	S. Menaged, Jody Angel	Draft of Settlement Agreement between Ocwen, Freo, Easy, and Active to facilitate Ocwen settlement	Attorney/Client Communication
272	Thu 2/27/2014 4:51 PM	Stefan M. Palys	S. Menaged	Follow up request for executed W-9 for Easy	Attorney/Client Communication
273	Thu 2/27/2014 4:57 PM	Stefan M. Palys	S. Menaged	Follow up request for executed W-9 for Easy	Attorney/Client Communication
274	Fri 2/28/2014 7:36 AM	Stefan M. Palys	S. Menaged, Jody Angel	Final copy of Settlement Agreement and release Freo, Easy, and Active to facilitate Ocwen settlement	Attorney/Client Communication
275	Fri 2/28/2014 11:07 AM	Stefan M. Palys	S. Menaged, Jody Angel	Draft of Quit Claim Deed and Release of Lis Pendens for FREO settlement	Attorney/Client Communication
276	Mon 3/3/2014 10:39 AM	Jeffrey Goulder	S. Menaged	Request for retainer	Attorney/Client Communication
277	Tue 3/4/2014 10:13 AM	Jeffrey Goulder	S. Menaged	Request for retainer	Attorney/Client Communication
278	Thu 3/6/2014 7:58 AM	Stefan M. Palys	S. Menaged	Follow up request for executed W-9 for Easy and Ocwen settlement	Attorney/Client Communication
279	Thu 3/6/2014 8:04 AM	Stefan M. Palys	S. Menaged	PDFs of documents to be executed; Explanation of settlement	Attorney/Client Communication
280	Thu 3/6/2014 8:10 AM	Stefan M. Palys	S. Menaged	Explanation of risks with selling property involved in settlement	Attorney/Client Communication
281	Mon 3/10/2014 5:28 AM	Stefan M. Palys	S. Menaged, Jody Angel	Follow up request for executed W-9 for Easy and Ocwen settlement and FREO settlement	Attorney/Client Communication
282	Mon 3/10/2014 11:40 AM	Stefan M. Palys	S. Menaged, Jody Angel	Acknowledgement of received executed documents RE: Ocwen settlement	Attorney/Client Communication
283	Tue 3/25/2014 10:00 AM	Stefan M. Palys	S. Menaged	Update on Lis Pendens with FREO	Attorney/Client Communication
284	Tue 3/25/2014 11:17 AM	Stefan M. Palys	S. Menaged, Jody Angel	PDF of Settlement Agreement between FREO and Easy and Active	Attorney/Client Communication
285	Mon 4/7/2014 8:34 AM	Stefan M. Palys	S. Menaged	Update on settlement checks	Attorney/Client Communication
286	Tue 4/15/2014 3:46 PM	Stefan M. Palys	S. Menaged	Update on settlement checks	Attorney/Client Communication
287	Wed 4/16/2014 2:53 PM	Stefan M. Palys	S. Menaged	Copies of Settlement check from Ocwen to Easy and Stipulation and Order to Dismiss	Attorney/Client Communication
288	Wed 4/16/2014 2:57 PM	Stefan M. Palys	S. Menaged	Update on Lis Pendens with FREO	Attorney/Client Communication
289	Wed 4/16/2014 2:59 PM	Stefan M. Palys	S. Menaged	Copy of fully executed Settlement Agreement between Easy and Ocwen	Attorney/Client Communication
290	Wed 4/16/2014 3:15 PM	Stefan M. Palys	S. Menaged	Update on Lis Pendens with FREO	Attorney/Client Communication
291	Wed 4/16/2014 3:28 PM	Stefan M. Palys	S. Menaged	Request for remaining balance due for legal fees	Attorney/Client Communication
292	Wed 4/16/2014 4:16 PM	Stefan M. Palys	S. Menaged	Request for remaining balance due for legal fees	Attorney/Client Communication
293	Fri 4/18/2014 2:25 PM	Stefan M. Palys	S. Menaged	Request for remaining balance due for legal fees	Attorney/Client Communication
294	Mon 4/21/2014 10:43 AM	Stefan M. Palys	S. Menaged	Request for remaining balance due for legal fees	Attorney/Client Communication
295	Mon 4/21/2014 10:46 AM	Stefan M. Palys	S. Menaged	Update on Lis Pendens with FREO	Attorney/Client Communication
296	Mon 4/21/2014 11:04 AM	Stefan M. Palys	S. Menaged	Request for remaining balance due for legal fees	Attorney/Client Communication
297	Tue 4/22/2014 7:08 AM	Stefan M. Palys	S. Menaged	Options to pick up executed Lis Pendens with FREO	Attorney/Client Communication
298	Tue 4/22/2014 7:12 AM	Stefan M. Palys	S. Menaged	Options to pick up executed Lis Pendens with FREO	Attorney/Client Communication
299	Tue 4/22/2014 7:16 AM	Stefan M. Palys	S. Menaged	Options to pick up executed Lis Pendens with FREO	Attorney/Client Communication
300	Wed 4/30/2014 1:49 PM	Stefan M. Palys	S. Menaged	Response to request for representation; Conflict issues RE: Van Bentley Maldonado property breach of sale contract	Attorney/Client Communication
301	Thu 5/1/2014 3:00 PM	Stefan M. Palys	S. Menaged	Telephone conversation request RE: Van Bentley/Maldonado property breach of sale contract	Attorney/Client Communication
302	Fri 5/2/2014 9:29 AM	Stefan M. Palys	S. Menaged	Notice of new lawsuit RE: Los Paseos Condominium Owners Association v. Easy Investments and others -Tax Lien Foreclosure	Attorney/Client Communication
303	Fri 8/29/2014 9:21 AM	Stefan M. Palys	S. Menaged	Request for a favor to inspect a property for counsel's client	Attorney/Client Communication
304	Fri 8/29/2014 9:34 AM	Stefan M. Palys	S. Menaged	Response to favor request	Attorney/Client Communication
305	Fri 8/29/2014 9:36 AM	Stefan M. Palys	S. Menaged	Response to favor request	Attorney/Client Communication
306	Wed 10/22/2014 9:55 AM	Stefan M. Palys	S. Menaged	Inquiry into short term rental of Menaged properties for visiting actors	Attorney/Client Communication
307	Wed 10/22/2014 10:57 AM	Stefan M. Palys	S. Menaged	Reply to rental inquiry	Attorney/Client Communication
308	Fri 6/24/2016 8:35 AM	Jeffrey Goulder	S. Menaged	Request for meeting RE: New litigation	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
309	Mon 6/27/2016 9:50 AM	Stefan M. Palys	S. Menaged	Information request prior to meeting	Attorney/Client Communication
310	Mon 6/27/2016 10:03 AM	Stefan M. Palys	S. Menaged	Information request prior to meeting	Attorney/Client Communication
311	Mon 6/27/2016 10:06 AM	Stefan M. Palys	S. Menaged	Information request prior to meeting	Attorney/Client Communication
312	Tue 6/28/2016 10:01 AM	Jeffrey Goulder	S. Menaged	Advice retaining bankruptcy attorney Dale Schian if non-discharge claim is filed	Attorney/Client Communication
313	Tue 6/28/2016 10:11 AM	Jeffrey Goulder	S. Menaged	Advice retaining criminal attorney Clark Derrick	Attorney/Client Communication
314	Tue 6/28/2016 10:29 AM	Dale Schian	S. Menaged	Contact info confirmation	Attorney/Client Communication
315	Wed 6/29/2016 7:11 PM	Dale Schian	S. Menaged; Cody Jess;	Copy of Firm's Engagement Letter, Billing policies and File maintenance policy	Attorney/Client Communication
316	Thu 6/30/2016 12:18 PM	Debbi Stephens	S. Menaged	Invitation to online questionnaire for opening bankruptcy case	Attorney/Client Communication
317	Thu 6/30/2016 12:20 PM	My Case Info	S. Menaged	Invitation to online questionnaire for opening bankruptcy case	Attorney/Client Communication
318	Thu 6/30/2016 1:34 PM	Debbi Stephens	S. Menaged	Acknowledgement of received Engagement Agreement	Attorney/Client Communication
319	Thu 6/30/2016 1:36 PM	Cody Jess	S. Menaged	Acknowledgement of received Engagement Agreement	Attorney/Client Communication
320	Tue 7/5/2016 12:06 PM	Cody Jess	S. Menaged	Retainer status; Introduction of Trustee's counsel, Steve Nemecek	Attorney/Client Communication
321	Tue 7/5/2016 1:36 PM	Cody Jess	S. Menaged	Meeting confirmation; Rescheduling of 341 meeting	Attorney/Client Communication
322	Tue 7/5/2016 1:37 PM	Cody Jess	S. Menaged	Prep work for meeting	Attorney/Client Communication
323	Tue 7/5/2016 2:20 PM	Cody Jess	S. Menaged	Document requirements by Trustee for 2004 exam	Attorney/Client Communication
324	Tue 7/5/2016 3:06 PM	Cody Jess	S. Menaged	Response to question regarding living expense funding for Menaged	Attorney/Client Communication
325	Tue 7/5/2016 3:08 PM	Cody Jess	S. Menaged	Response to question regarding living expense funding for Menaged	Attorney/Client Communication
326	Tue 7/5/2016 4:34 PM	Cody Jess	S. Menaged	Response to question regarding living expense funding for Menaged	Attorney/Client Communication
327	Wed 7/6/2016 11:45 AM	Cody Jess	S. Menaged	Update on status of retainer	Attorney/Client Communication
328	Wed 7/6/2016 11:53 AM	Cody Jess	S. Menaged	Update on document production for 2004 exam	Attorney/Client Communication
329	Wed 7/6/2016 12:09 PM	Cody Jess	S. Menaged	Response to question regarding living expense funding for Menaged; Other questions for Menaged	Attorney/Client Communication
330	Wed 7/6/2016 12:51 PM	Cody Jess	S. Menaged	Bankruptcy procedure for Sunnyside property	Attorney/Client Communication
331	Wed 7/6/2016 1:24 PM	Cody Jess	S. Menaged	Bankruptcy procedure for Sunnyside property	Attorney/Client Communication
332	Wed 7/6/2016 2:19 PM	Cody Jess	S. Menaged	Bankruptcy procedure for Sunnyside property	Attorney/Client Communication
333	Thu 7/7/2016 12:44 PM	Cody Jess	S. Menaged	Document production required; Rescheduling of 341 meeting	Attorney/Client Communication
334	Thu 7/7/2016 1:01 PM	Cody Jess	S. Menaged	341 scheduling availability	Attorney/Client Communication
335	Thu 7/7/2016 4:34 PM	Cody Jess	S. Menaged	Confirmation of meeting; Fee deposit comments	Attorney/Client Communication
336	Thu 7/7/2016 4:50 PM	Cody Jess	S. Menaged	Fee deposit comments	Attorney/Client Communication
337	Fri 7/8/2016 4:05 PM	Debbi Stephens	S. Menaged	Copies of the firm's notice of appearance and declaration regarding the fee deposit	Attorney/Client Communication
338	Fri 7/8/2016 4:07 PM	Cody Jess	S. Menaged	DenSco debt liability; BMW concerns/issues	Attorney/Client Communication
339	Fri 7/8/2016 4:56 PM	Cody Jess	S. Menaged	Required documents from business entities	Attorney/Client Communication
340	Fri 7/8/2016 5:45 PM	Cody Jess	S. Menaged	Confirmation of BMW model	Attorney/Client Communication
341	Fri 7/8/2016 5:49 PM	Cody Jess	S. Menaged	Document production issues	Attorney/Client Communication
342	Mon 7/11/2016 2:27 PM	Cody Jess	S. Menaged	Request for telephone conference	Attorney/Client Communication
343	Mon 7/11/2016 2:28 PM	Cody Jess	S. Menaged	Request for telephone conference	Attorney/Client Communication
344	Mon 7/11/2016 2:55 PM	Cody Jess	S. Menaged	Document request	Attorney/Client Communication
345	Mon 7/11/2016 2:59 PM	Cody Jess	S. Menaged	Document request	Attorney/Client Communication
346	Mon 7/11/2016 3:03 PM	Cody Jess	S. Menaged	Confirmation request for properties owned by Easy Investments	Attorney/Client Communication
347	Mon 7/11/2016 3:36 PM	Cody Jess	S. Menaged	Issues with properties owned by Easy or AHF	Attorney/Client Communication
348	Mon 7/11/2016 4:46 PM	Cody Jess	S. Menaged	Document production commentary	Attorney/Client Communication
349	Tue 7/12/2016 10:29 AM	Cody Jess	S. Menaged	Request for Mesa lease	Attorney/Client Communication
350	Tue 7/12/2016 10:57 AM	Cody Jess	S. Menaged	Issues/concerns regarding properties owned by Easy or AHF	Attorney/Client Communication
351	Tue 7/12/2016 11:13 AM	Cody Jess	S. Menaged	Inquiry into property on Marilyn Ave	Attorney/Client Communication
352	Tue 7/12/2016 11:23 AM	Cody Jess	S. Menaged	Issues/concerns regarding properties sold by Easy	Attorney/Client Communication
353	Tue 7/12/2016 11:49 AM	Cody Jess	S. Menaged	Copy of the Notice of Continued Date for Meeting of Creditors	Attorney/Client Communication
354	Tue 7/12/2016 3:12 PM	Cody Jess	S. Menaged	Sale deed request RE: Marilyn Ave. property	Attorney/Client Communication
355	Tue 7/12/2016 3:14 PM	Cody Jess	S. Menaged	Questions about ownership of Marilyn Ave. property	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
356	Tue 7/12/2016 3:25 PM	Cody Jess	S. Menaged	Questions about sale proceeds of Marilyn Ave. property	Attorney/Client Communication
357	Tue 7/12/2016 4:40 PM	Cody Jess	S. Menaged	Inquiry into Eric Weinbrenner, EZ and Easy	Attorney/Client Communication
358	Tue 7/12/2016 4:43 PM	Cody Jess	S. Menaged	Inquiry into Eric Weinbrenner, EZ and Easy	Attorney/Client Communication
359	Tue 7/12/2016 5:31 PM	Cody Jess	S. Menaged	Confirmation of sale proceeds and settlement statement for Marilyn property	Attorney/Client Communication
360	Tue 7/12/2016 6:45 PM	Cody Jess	S. Menaged	Document production request for Trustee	Attorney/Client Communication
361	Tue 7/12/2016 6:47 PM	Cody Jess	S. Menaged	Telephone communication request; Document production request for Trustee	Attorney/Client Communication
362	Tue 7/12/2016 6:49 PM	Cody Jess	S. Menaged	Telephone communication confirmation	Attorney/Client Communication
363	Tue 7/12/2016 6:57 PM	Cody Jess	S. Menaged	Telephone communication confirmation	Attorney/Client Communication
364	Tue 7/12/2016 7:00 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease request	Attorney/Client Communication
365	Tue 7/12/2016 7:03 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease request	Attorney/Client Communication
366	Tue 7/12/2016 7:06 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease request	Attorney/Client Communication
367	Tue 7/12/2016 7:12 PM	Cody Jess	S. Menaged	Request for correspondence between Menaged and Tim Barnes regarding his 2004 examination	Attorney/Client Communication
368	Tue 7/12/2016 7:13 PM	Cody Jess	S. Menaged	Request for correspondence between Menaged and Tim Barnes regarding his 2004 examination	Attorney/Client Communication
369	Wed 7/13/2016 9:58 AM	Cody Jess	S. Menaged	Reschedule of meeting request	Attorney/Client Communication
370	Wed 7/13/2016 10:05 AM	Cody Jess	S. Menaged	Reschedule of meeting request	Attorney/Client Communication
371	Wed 7/13/2016 2:50 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease confirmation	Attorney/Client Communication
372	Wed 7/13/2016 3:10 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease document request	Attorney/Client Communication
373	Wed 7/13/2016 3:12 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease document request	Attorney/Client Communication
374	Wed 7/13/2016 3:15 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease document request	Attorney/Client Communication
375	Wed 7/13/2016 3:43 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease document request	Attorney/Client Communication
376	Wed 7/13/2016 4:08 PM	Cody Jess	S. Menaged	Menaged vehicle ownership/lease document request	Attorney/Client Communication
377	Wed 7/13/2016 4:40 PM	Cody Jess	S. Menaged	Request for bank statements reflecting sale proceeds from Marilyn property	Attorney/Client Communication
378	Wed 7/13/2016 4:46 PM	Cody Jess	S. Menaged	Check registry request for all Menaged entities and personal accounts	Attorney/Client Communication
379	Wed 7/13/2016 4:48 PM	Cody Jess	S. Menaged	Check registry request for all Menaged entities and personal account	Attorney/Client Communication
380	Wed 7/13/2016 4:50 PM	Cody Jess	S. Menaged	Speculative breakdown of Sunnyside property sale proceeds	Attorney/Client Communication
381	Wed 7/13/2016 4:54 PM	Cody Jess	S. Menaged	Communication request to discuss vehicles	Attorney/Client Communication
382	Wed 7/13/2016 4:54 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
383	Wed 7/13/2016 4:56 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
384	Wed 7/13/2016 5:17 PM	Cody Jess	S. Menaged	Potential criminal prosecution	Attorney/Client Communication
385	Wed 7/13/2016 5:31 PM	Cody Jess	S. Menaged	Communication confirmation RE: Schedules	Attorney/Client Communication
386	Wed 7/13/2016 7:39 PM	Cody Jess	S. Menaged	Numerous questions regarding Menaged business activities	Attorney/Client Communication
387	Wed 7/13/2016 8:00 PM	Cody Jess	S. Menaged	Response to questions; Request for meeting	Attorney/Client Communication
388	Wed 7/13/2016 8:10 PM	Cody Jess	S. Menaged	Telephone communication request	Attorney/Client Communication
389	Thu 7/14/2016 10:27 AM	Cody Jess	S. Menaged	Request to postpone meeting	Attorney/Client Communication
390	Thu 7/14/2016 10:49 AM	Cody Jess	S. Menaged	Confirmation of postponement of meeting	Attorney/Client Communication
391	Thu 7/14/2016 11:19 AM	Cody Jess	S. Menaged	Request for bank statements for AHF reflecting \$5.5MM deposit from Joe Menaged	Attorney/Client Communication
392	Thu 7/14/2016 11:20 AM	Cody Jess	S. Menaged	US Bank document production for Easy Investments	Attorney/Client Communication
393	Thu 7/14/2016 11:25 AM	Cody Jess	S. Menaged	Request for Furniture King bank records	Attorney/Client Communication
394	Thu 7/14/2016 11:27 AM	Cody Jess	S. Menaged	Transfer inquiry from SFF to AHF for Marilyn sale proceeds	Attorney/Client Communication
395	Thu 7/14/2016 11:29 AM	Cody Jess	S. Menaged	Request for correct AHF bank statements	Attorney/Client Communication
396	Thu 7/14/2016 11:31 AM	Cody Jess	S. Menaged	Beneficial Checking account from open to close	Attorney/Client Communication
397	Thu 7/14/2016 11:35 AM	Cody Jess	S. Menaged	Questions regarding Beneficial bank statements	Attorney/Client Communication
398	Thu 7/14/2016 12:38 PM	Cody Jess	S. Menaged	Firm's concerns about Menaged's conduct, actions and truthfulness	Attorney/Client Communication
399	Thu 7/14/2016 12:40 PM	Cody Jess	S. Menaged	RE: Transfer from personal back to Beneficial	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
400	Thu 7/14/2016 12:53 PM	Cody Jess	S. Menaged	Response to Firm's concerns about Menaged's conduct, actions and truthfulness	Attorney/Client Communication
401	Thu 7/14/2016 12:56 PM	Cody Jess	S. Menaged	Inquiry RE: Loan from Joe Menaged to Furniture King	Attorney/Client Communication
402	Thu 7/14/2016 4:27 PM	Cody Jess	S. Menaged	Update on document production deadline for 2004 exam	Attorney/Client Communication
403	Thu 7/14/2016 5:05 PM	Cody Jess	S. Menaged	Request for information on the foreclosure of Red Range Way property	Attorney/Client Communication
404	Thu 7/14/2016 5:06 PM	Cody Jess	S. Menaged	Update on document production from US Bank	Attorney/Client Communication
405	Thu 7/14/2016 5:07 PM	Cody Jess	S. Menaged	Accountant referrals	Attorney/Client Communication
406	Thu 7/14/2016 5:08 PM	Cody Jess	S. Menaged	Rental income from 9555 E Raintree Dr 1004	Attorney/Client Communication
407	Thu 7/14/2016 5:10 PM	Cody Jess	S. Menaged	Rental income from 9555 E Raintree Dr 1005	Attorney/Client Communication
408	Thu 7/14/2016 5:12 PM	Cody Jess	S. Menaged	Issues RE: Foreclosure of Red Range Way property	Attorney/Client Communication
409	Thu 7/14/2016 5:21 PM	Cody Jess	S. Menaged	Rental income from 9555 E Raintree Dr 1005	Attorney/Client Communication
410	Thu 7/14/2016 5:25 PM	Cody Jess	S. Menaged	Rental agreement request from 9555 E Raintree Dr 1006	Attorney/Client Communication
411	Thu 7/14/2016 5:41 PM	Cody Jess	S. Menaged	Accountant referrals update	Attorney/Client Communication
412	Thu 7/14/2016 5:42 PM	Cody Jess	S. Menaged	Accountant referrals update	Attorney/Client Communication
413	Thu 7/14/2016 6:04 PM	Cody Jess	S. Menaged	Request for missing tax documents for 2004 exam	Attorney/Client Communication
414	Thu 7/14/2016 6:59 PM	Cody Jess	S. Menaged	Questions RE: account ending in 5525	Attorney/Client Communication
415	Thu 7/14/2016 7:47 PM	Cody Jess	S. Menaged	Left over equipment from Auto King	Attorney/Client Communication
416	Fri 7/15/2016 8:14 AM	Cody Jess	S. Menaged	Left over equipment from Auto King	Attorney/Client Communication
417	Fri 7/15/2016 8:17 AM	Cody Jess	S. Menaged	Deposition preparation	Attorney/Client Communication
418	Fri 7/15/2016 9:53 AM	S. Menaged	S. Menaged; Cody Jess	Remaining statements and recap (no files attached)	Attorney/Client Communication
419	Fri 7/15/2016 10:34 AM	Debbi Stephens	S. Menaged	Copy of filed Notice of Continued Date for Meeting of Creditors	Attorney/Client Communication
420	Fri 7/15/2016 11:19 AM	Cody Jess	S. Menaged	Request for telephone conference	Attorney/Client Communication
421	Fri 7/15/2016 11:59 AM	Cody Jess	S. Menaged	Question regarding statements for account 8371	Attorney/Client Communication
422	Fri 7/15/2016 12:02 PM	Cody Jess	S. Menaged	Questions regarding the Mustang vehicle	Attorney/Client Communication
423	Fri 7/15/2016 12:41 PM	Cody Jess	S. Menaged	Questions regarding the Mustang vehicle	Attorney/Client Communication
424	Fri 7/15/2016 5:12 PM	Cody Jess	S. Menaged	Questions regarding the Mustang vehicle	Attorney/Client Communication
425	Fri 7/15/2016 5:16 PM	Cody Jess	S. Menaged	Questions regarding the Mustang vehicle	Attorney/Client Communication
426	Fri 7/15/2016 5:17 PM	Cody Jess	S. Menaged	Red Range property questions RE: Foreclosure options	Attorney/Client Communication
427	Fri 7/15/2016 5:22 PM	Cody Jess	S. Menaged	Red Range property questions RE: Foreclosure options	Attorney/Client Communication
428	Fri 7/15/2016 5:32 PM	Cody Jess	S. Menaged	Update regarding letter to Steve	Attorney/Client Communication
429	Fri 7/15/2016 5:47 PM	Cody Jess	S. Menaged	Draft of letter to Steven D. Nemecek; Re: Yomtov Scott Menaged-Response to Trustee's Rule 2004 Request for Production of Documents	Attorney/Client Communication
430	Fri 7/15/2016 6:17 PM	Cody Jess	S. Menaged	Comments on letter to Steven D. Nemecek	Attorney/Client Communication
431	Mon 7/18/2016 8:05 AM	Cody Jess	S. Menaged	Comments on letter to Steven D. Nemecek	Attorney/Client Communication
432	Mon 7/18/2016 11:28 AM	Cody Jess	S. Menaged	Request for telephone conference; Retainer update	Attorney/Client Communication
433	Mon 7/18/2016 11:57 AM	Cody Jess	S. Menaged	Questions RE: Turnover of 1971 Chevelle	Attorney/Client Communication
434	Mon 7/18/2016 11:58 AM	Cody Jess	S. Menaged	Request for missing bank statements for 2004 exam	Attorney/Client Communication
435	Mon 7/18/2016 12:06 PM	Cody Jess	S. Menaged	Request for missing bank statements for 2004 exam	Attorney/Client Communication
436	Mon 7/18/2016 12:08 PM	Cody Jess	S. Menaged	Turnover of 1971 Chevelle	Attorney/Client Communication
437	Mon 7/18/2016 1:33 PM	Dale Schian	S. Menaged	Firm's concerns about Menaged's conduct, actions and truthfulness	Attorney/Client Communication
438	Mon 7/18/2016 1:45 PM	Cody Jess	S. Menaged	Question about refund check for license plate fee	Attorney/Client Communication
439	Mon 7/18/2016 1:48 PM	Cody Jess	S. Menaged	Scheduling of inspection of Sunnyside property	Attorney/Client Communication
440	Mon 7/18/2016 1:52 PM	Cody Jess	S. Menaged	Pickup of 1971 Chevelle; Sale proceeds from 1965 Mustang	Attorney/Client Communication
441	Mon 7/18/2016 1:54 PM	Cody Jess	S. Menaged	Open lawsuit for loan by Furniture King	Attorney/Client Communication
442	Mon 7/18/2016 1:54 PM	Cody Jess	S. Menaged	Open lawsuit for loan by Furniture King	Attorney/Client Communication
443	Mon 7/18/2016 1:56 PM	Cody Jess	S. Menaged	Open lawsuit for loan by Furniture King	Attorney/Client Communication
444	Mon 7/18/2016 2:21 PM	Cody Jess	S. Menaged	Confirmation of receiving previously missing bank statements	Attorney/Client Communication
445	Mon 7/18/2016 2:58 PM	Cody Jess	S. Menaged	Sale proceeds from 1965 Mustang	Attorney/Client Communication
446	Mon 7/18/2016 3:01 PM	Cody Jess	S. Menaged	Sale proceeds from 1965 Mustang	Attorney/Client Communication
447	Mon 7/18/2016 3:35 PM	Cody Jess	S. Menaged	Notification of inspection at Sunnyside property	Attorney/Client Communication
448	Mon 7/18/2016 4:49 PM	Cody Jess	S. Menaged	Questions RE: Inspection at Sunnyside property	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
449	Mon 7/18/2016 4:50 PM	Cody Jess	S. Menaged	Copy of Order approving BMW's motion for relief	Attorney/Client Communication
450	Mon 7/18/2016 4:54 PM	Cody Jess	S. Menaged	Inventory of Audio King equipment in Sunnyside property	Attorney/Client Communication
451	Mon 7/18/2016 4:54 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
452	Mon 7/18/2016 4:52 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
453	Mon 7/18/2016 7:07 PM	Cody Jess	S. Menaged	Amended Schedules	Attorney/Client Communication
454	Mon 7/18/2016 7:08 PM	Cody Jess	S. Menaged	Confirmation of meeting	Attorney/Client Communication
455	Mon 7/18/2016 7:19 PM	Cody Jess	S. Menaged	Agenda for meeting	Attorney/Client Communication
456	Tue 7/19/2016 10:28 AM	Cody Jess	S. Menaged	Request for missing bank statements for 2004 exam	Attorney/Client Communication
457	Tue 7/19/2016 10:31 AM	Cody Jess	S. Menaged	Transferring of inventory from Mesa business property	Attorney/Client Communication
458	Tue 7/19/2016 12:14 PM	Cody Jess	S. Menaged	Update of newly hired accountant	Attorney/Client Communication
459	Tue 7/19/2016 12:21 PM	Cody Jess	S. Menaged	BK status update RE: Moving of inventory; Pick up of vehicle	Attorney/Client Communication
460	Tue 7/19/2016 1:56 PM	Cody Jess	S. Menaged	Menaged self conducted inventory of Sunnyside property	Attorney/Client Communication
461	Tue 7/19/2016 2:20 PM	Cody Jess	S. Menaged	Response to inquiry RE:Exemption for home furnishings and goods	Attorney/Client Communication
462	Tue 7/19/2016 2:21 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
463	Tue 7/19/2016 2:42 PM	Cody Jess	S. Menaged	Explanation of a 341 meeting and a 2004 exam	Attorney/Client Communication
464	Tue 7/19/2016 2:47 PM	Cody Jess	S. Menaged	Additional explanation of a 341 meeting and a 2004 exam	Attorney/Client Communication
465	Tue 7/19/2016 2:56 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
466	Tue 7/19/2016 4:56 PM	Cody Jess	S. Menaged	Request for invoices and checks for retainer for divorce attorney	Attorney/Client Communication
467	Tue 7/19/2016 5:15 PM	Cody Jess	S. Menaged	Request for additional documents RE: 2004 exam	Attorney/Client Communication
468	Tue 7/19/2016 5:22 PM	Cody Jess	S. Menaged	Reply RE: Request for invoices and checks for retainer for divorce attorney	Attorney/Client Communication
469	Tue 7/19/2016 5:26 PM	Cody Jess	S. Menaged	Request for additional documents RE: 2004 exam	Attorney/Client Communication
470	Wed 7/20/2016 6:38 AM	Cody Jess	S. Menaged	RE: Register	Attorney/Client Communication
471	Wed 7/20/2016 6:42 AM	Cody Jess	S. Menaged	Issues concerning pre-petition fees and collection RE: Menaged divorce lawyer	Attorney/Client Communication
472	Wed 7/20/2016 6:42 AM	Cody Jess	S. Menaged	Issues concerning pre-petition fees and collection RE: Menaged divorce lawyer	Attorney/Client Communication
473	Wed 7/20/2016 6:43 AM	Cody Jess	S. Menaged	Request for additional documents RE: 2004 exam	Attorney/Client Communication
474	Wed 7/20/2016 9:25 AM	Cody Jess	S. Menaged	RE: Register	Attorney/Client Communication
475	Wed 7/20/2016 9:30 AM	Cody Jess	Judith Morse; S. Menaged	Explanation of monies Trustee is entitled to RE: Menaged divorce	Attorney/Client Communication
476	Wed 7/20/2016 9:31 AM	Cody Jess	S. Menaged	RE: Register	Attorney/Client Communication
477	Wed 7/20/2016 9:38 AM	Cody Jess	S. Menaged	Questions RE: Bentley	Attorney/Client Communication
478	Wed 7/20/2016 9:42 AM	Cody Jess	S. Menaged	Request for additional documents RE: 2004 exam	Attorney/Client Communication
479	Wed 7/20/2016 7:10 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
480	Wed 7/20/2016 7:11 PM	Cody Jess	S. Menaged	Response to questions RE: Foreclosure of Red Range property	Attorney/Client Communication
481	Wed 7/20/2016 7:12 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
	Wed 7/20/2016 7:26 PM	Cody Jess	S. Menaged	BK status update	Attorney/Client Communication
482	Thu 7/21/2016 4:18 PM	Cody Jess	S. Menaged	Scheduling of jewelry pickup	Attorney/Client Communication
483	Thu 7/21/2016 5:03 PM	Cody Jess	S. Menaged	Scheduling of jewelry pickup	Attorney/Client Communication
484	Thu 7/21/2016 5:06 PM	Cody Jess	S. Menaged	Reply to question RE: Jewelry exemption	Attorney/Client Communication
485	Thu 7/21/2016 5:06 PM	Cody Jess	S. Menaged	Issues regarding foreclosure of Red Range property	Attorney/Client Communication
486	Thu 7/21/2016 5:12 PM	Cody Jess	S. Menaged	Question about amount of Easy's debt	Attorney/Client Communication
487	Thu 7/21/2016 5:15 PM	Cody Jess	S. Menaged	Reply to question RE: Automobile exemption	Attorney/Client Communication
488	Thu 7/21/2016 5:18 PM	Cody Jess	S. Menaged	Reply to question RE: Automobile exemption	Attorney/Client Communication
489	Thu 7/21/2016 5:19 PM	Cody Jess	S. Menaged	Reply to questions regarding foreclosure of Red Range property	Attorney/Client Communication
490	Thu 7/21/2016 5:28 PM	Cody Jess	S. Menaged	Reply to questions regarding foreclosure of Red Range property	Attorney/Client Communication
491	Thu 7/21/2016 5:42 PM	Cody Jess	S. Menaged	Reply to questions regarding foreclosure of Red Range property	Attorney/Client Communication
492	Fri 7/22/2016 10:33 AM	Cody Jess	S. Menaged	Reply to questions regarding title of Chevelle	Attorney/Client Communication
493	Fri 7/22/2016 10:37 AM	Cody Jess	S. Menaged	Arrangement of meeting with Trustee and attorney at Menaged residence	Attorney/Client Communication
494	Fri 7/22/2016 10:41 AM	Cody Jess	S. Menaged	Reply to questions regarding meeting at Menaged residence	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
495	Fri 7/22/2016 10:43 AM	Cody Jess	S. Menaged	Reply to questions regarding turnover of property	Attorney/Client Communication
496	Fri 7/22/2016 11:01 AM	Cody Jess	S. Menaged	Reply to questions regarding asset protection	Attorney/Client Communication
497	Fri 7/22/2016 11:03 AM	Cody Jess	S. Menaged	New Menaged business set-up	Attorney/Client Communication
498	Fri 7/22/2016 11:19 AM	Cody Jess	S. Menaged	New Menaged business set-up	Attorney/Client Communication
499	Fri 7/22/2016 11:22 AM	Cody Jess	S. Menaged	New Menaged business set-up	Attorney/Client Communication
500	Fri 7/22/2016 12:02 PM	Cody Jess	S. Menaged	New Menaged business set-up	Attorney/Client Communication
501	Fri 7/22/2016 12:09 PM	Cody Jess	S. Menaged	New Menaged business set-up	Attorney/Client Communication
502	Fri 7/22/2016 12:10 PM	Cody Jess	S. Menaged	New Menaged business set-up	Attorney/Client Communication
503	Fri 7/22/2016 4:07 PM	Cody Jess	S. Menaged	Contact info request for DenSco and Denny Chittick	Attorney/Client Communication
504	Fri 7/22/2016 4:12 PM	Cody Jess	S. Menaged	Contact info request for DenSco and Denny Chittick	Attorney/Client Communication
505	Fri 7/22/2016 4:20 PM	Cody Jess	S. Menaged	Contact info request for DenSco and Denny Chittick	Attorney/Client Communication
506	Fri 7/22/2016 5:27 PM	Cody Jess	S. Menaged	Contact info request for DenSco and Denny Chittick/Master mailing lis	Attorney/Client Communication
507	Fri 7/22/2016 5:29 PM	Cody Jess	S. Menaged	Date for objecting to dischargeability	Attorney/Client Communication
508	Mon 7/25/2016 10:40 AM	Julie Larsen	S. Menaged	Copies of forms necessary to incorporate American Furniture LLC	Attorney/Client Communication
509	Mon 7/25/2016 10:42 AM	Cody Jess	S. Menaged	Copies of forms necessary to incorporate American Furniture LLC	Attorney/Client Communication
510	Mon 7/25/2016 10:45 AM	Cody Jess	S. Menaged	Folder of inventory list	Attorney/Client Communication
511	Mon 7/25/2016 10:46 AM	Cody Jess	S. Menaged	Folder of inventory list	Attorney/Client Communication
512	Mon 7/25/2016 11:15 AM	Cody Jess	S. Menaged	RE: Jewelry exemption/buyback	Attorney/Client Communication
513	Mon 7/25/2016 11:19 AM	Cody Jess	S. Menaged	Notice of additional creditor to be added to Master Service list	Attorney/Client Communication
514	Mon 7/25/2016 11:25 AM	Cody Jess	S. Menaged	BK options for property located at 7320 W Bell Road	Attorney/Client Communication
515	Mon 7/25/2016 11:33 AM	Cody Jess	S. Menaged	Reply to questions regarding jewelry exemptions	Attorney/Client Communication
516	Mon 7/25/2016 11:35 AM	Cody Jess	S. Menaged	Request for information on Jeep	Attorney/Client Communication
517	Mon 7/25/2016 11:37 AM	Cody Jess	S. Menaged	Request for information on Jeep	Attorney/Client Communication
518	Mon 7/25/2016 11:37 AM	Cody Jess	S. Menaged	Comments regarding jewelry exemptions	Attorney/Client Communication
519	Mon 7/25/2016 11:43 AM	Cody Jess	S. Menaged	Request for information on Jeep	Attorney/Client Communication
520	Mon 7/25/2016 1:45 PM	Cody Jess	S. Menaged	Confirmation of meeting	Attorney/Client Communication
521	Mon 7/25/2016 2:03 PM	Cody Jess	S. Menaged	Questions regarding inventory of furniture from Menaged businesse:	Attorney/Client Communication
522	Mon 7/25/2016 2:05 PM	Cody Jess	S. Menaged	Question regarding the name "DenSco"	Attorney/Client Communication
523	Mon 7/25/2016 2:24 PM	Cody Jess	S. Menaged	Question regarding the name "DenSco"	Attorney/Client Communication
524	Mon 7/25/2016 3:21 PM	Debbi Stephens	S. Menaged	EBF Partner's notice of filing bankruptcy documents	Attorney/Client Communication
525	Mon 7/25/2016 6:53 PM	Cody Jess	S. Menaged	Documentation for Menaged's wife's vehicle	Attorney/Client Communication
526	Mon 7/25/2016 6:56 PM	Cody Jess	S. Menaged	Documentation for Menaged's wife's vehicle	Attorney/Client Communication
527	Mon 7/25/2016 9:12 PM	Cody Jess	S. Menaged	Menaged 13 year timeline	Attorney/Client Communication
528	Mon 7/25/2016 9:13 PM	Cody Jess	S. Menaged	RE: Jewelry exemption/buyback	Attorney/Client Communication
529	Tue 7/26/2016 4:32 PM	Cody Jess	S. Menaged	Communication inquiry	Attorney/Client Communication
530	Tue 7/26/2016 4:52 PM	Cody Jess	S. Menaged	Questions regarding Jeep Cherokee	Attorney/Client Communication
531	Tue 7/26/2016 4:57 PM	Cody Jess	S. Menaged	Questions regarding Jeep Cherokee	Attorney/Client Communication
532	Tue 7/26/2016 4:59 PM	Cody Jess	S. Menaged	UCC-1 filings-Furniture King LLC	Attorney/Client Communication
533	Tue 7/26/2016 5:02 PM	Cody Jess	S. Menaged	Questions regarding Jeep Cherokee	Attorney/Client Communication
534	Tue 7/26/2016 5:04 PM	Cody Jess	S. Menaged	Unknown attachment RE: Jewelry	Attorney/Client Communication
535	Tue 7/26/2016 5:05 PM	Cody Jess	S. Menaged	RE: Jewelry exemption/buyback	Attorney/Client Communication
536	Tue 7/26/2016 5:07 PM	Cody Jess	S. Menaged	UCC-1 filings-Furniture King LLC	Attorney/Client Communication
537	Tue 7/26/2016 5:11 PM	Cody Jess	S. Menaged	Communication inquiry	Attorney/Client Communication
538	Tue 7/26/2016 5:10 PM	Cody Jess	S. Menaged	UCC-1 filings-Furniture King LLC	Attorney/Client Communication
539	Tue 7/26/2016 5:58 PM	Cody Jess	S. Menaged	Account Register for Scott's Fine Furniture	Attorney/Client Communication
540	Tue 7/26/2016 5:59 PM	Cody Jess	S. Menaged	Account Register for Furniture and Electric King	Attorney/Client Communication
541	Tue 7/26/2016 6:03 PM	Cody Jess	S. Menaged	Comments on, and problems with Menaged's 13 year timeline	Attorney/Client Communication
542	Tue 7/26/2016 6:13 PM	Cody Jess	S. Menaged	Copy of Menaged background check	Attorney/Client Communication
543	Tue 7/26/2016 8:01 PM	Cody Jess	S. Menaged	Comments on Menaged's 13 year timeline	Attorney/Client Communication
544	Tue 7/26/2016 8:07 PM	Cody Jess	S. Menaged	Comments on Menaged's 13 year timeline	Attorney/Client Communication
545	Wed 7/27/2016 8:33 AM	Cody Jess	S. Menaged	Payment delivery	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPIENT(S)	SUBJECT	PRIVILEGE
546	Wed 7/27/2016 8:39 AM	Cody Jess	S. Menaged	Payment delivery	Attorney/Client Communication
547	Wed 7/27/2016 8:52 AM	Cody Jess	S. Menaged	Option for making an offer on entire lot (no indication as to what)	Attorney/Client Communication
548	Wed 7/27/2016 11:43 AM	Cody Jess	S. Menaged	Review of jewelry included in offer to buy back	Attorney/Client Communication
549	Wed 7/27/2016 11:47 AM	Cody Jess	S. Menaged	Review of jewelry included in offer to buy back	Attorney/Client Communication
550	Wed 7/27/2016 11:48 AM	Cody Jess	S. Menaged	Review of jewelry included in offer to buy back	Attorney/Client Communication
551	Wed 7/27/2016 11:52 AM	Cody Jess	S. Menaged	Review of jewelry included in offer to buy back	Attorney/Client Communication
552	Wed 7/27/2016 11:55 AM	Cody Jess	S. Menaged	Questions regarding Rolex watch	Attorney/Client Communication
553	Wed 7/27/2016 12:02 PM	Cody Jess	S. Menaged	Questions regarding Rolex watch	Attorney/Client Communication
554	Wed 7/27/2016 12:34 PM	Cody Jess	S. Menaged	Payment delivery	Attorney/Client Communication
555	Wed 7/27/2016 5:41 PM	Cody Jess	S. Menaged	Request to pull credit	Attorney/Client Communication
556	Wed 7/27/2016 5:43 PM	Cody Jess	S. Menaged	Request to pull credit	Attorney/Client Communication
557	Thu 7/28/2016 8:56 AM	Julie Larsen	S. Menaged	Menaged - Response to Trustee's Rule 2004 Request for Production - Check Registers	Attorney/Client Communication
558	Thu 7/28/2016 10:35 AM	Cody Jess	S. Menaged	Reply to request for meeting	Attorney/Client Communication
559	Thu 7/28/2016 10:36 AM	Cody Jess	S. Menaged	Reply to request for meeting	Attorney/Client Communication
560	Thu 7/28/2016 10:37 AM	Cody Jess	S. Menaged	Reply to request for meeting	Attorney/Client Communication
561	Thu 7/28/2016 10:39 AM	Cody Jess	S. Menaged	Response to questions RE: Thomas Rd. lease, Red Range property, Electra property	Attorney/Client Communication
562	Thu 7/28/2016 11:13 AM	Cody Jess	S. Menaged	Comments RE: Thomas Rd. lease, Red Range property, Electra property	Attorney/Client Communication
563	Thu 7/28/2016 2:53 PM	Cody Jess	S. Menaged	Title transfer for Chevelle	Attorney/Client Communication
564	Thu 7/28/2016 2:55 PM	Julie Larsen	S. Menaged	Copy of filed Articles of Organization for American Furniture, LLC	Attorney/Client Communication
565	Thu 7/28/2016 3:34 PM	Cody Jess	S. Menaged	Title transfer for Chevelle	Attorney/Client Communication
566	Thu 7/28/2016 3:37 PM	Cody Jess	S. Menaged	Title transfer for Chevelle	Attorney/Client Communication
567	Thu 7/28/2016 3:38 PM	Cody Jess	S. Menaged	Title transfer for Chevelle	Attorney/Client Communication
568	Thu 7/28/2016 4:49 PM	Cody Jess	S. Menaged	Update on American Furniture, LLC	Attorney/Client Communication
569	Thu 7/28/2016 5:10 PM	Cody Jess	S. Menaged	Request to pull credit	Attorney/Client Communication
570	Thu 7/28/2016 7:08 PM	Cody Jess	S. Menaged	Update on moving inventory out of warehouse	Attorney/Client Communication
571	Thu 7/28/2016 7:10 PM	Cody Jess	S. Menaged	Update on moving inventory out of warehouse	Attorney/Client Communication
572	Fri 7/29/2016 10:53 AM	Cody Jess	S. Menaged	Reply to questions RE: Foreclosure of Sunnyside property	Attorney/Client Communication
573	Fri 7/29/2016 11:33 AM	Cody Jess	S. Menaged	Notification of Chevelle title delivered to office for pickup	Attorney/Client Communication
574	Fri 7/29/2016 11:38 AM	Cody Jess	S. Menaged	Notification of Chevelle title delivered to office for pickup	Attorney/Client Communication
575	Fri 7/29/2016 11:40 AM	Cody Jess	S. Menaged	Notification of Chevelle title delivered to office for pickup	Attorney/Client Communication
576	Fri 7/29/2016 11:41 AM	Cody Jess	S. Menaged	Reply to questions RE: Foreclosure of Sunnyside property	Attorney/Client Communication
577	Fri 7/29/2016 11:44 AM	Cody Jess	S. Menaged	Reply to questions RE: Foreclosure of Sunnyside property	Attorney/Client Communication
578	Fri 7/29/2016 11:47 AM	Cody Jess	S. Menaged	Reply to questions RE: Foreclosure of Sunnyside property	Attorney/Client Communication
579	Fri 7/29/2016 12:05 PM	Cody Jess	S. Menaged	Reply to questions RE: Foreclosure of Sunnyside property	Attorney/Client Communication
580	Fri 7/29/2016 2:35 PM	Cody Jess	S. Menaged	American Furniture LLC EIN	Attorney/Client Communication
581	Fri 7/29/2016 2:36 PM	Cody Jess	S. Menaged	American Furniture LLC EIN	Attorney/Client Communication
582	Fri 7/29/2016 2:40 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt	Attorney/Client Communication
583	Fri 7/29/2016 2:42 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt/lawsuits	Attorney/Client Communication
584	Fri 7/29/2016 3:01 PM	Cody Jess	S. Menaged	Question about amount of collected rental income from Raintree property held in AHF account	Attorney/Client Communication
585	Fri 7/29/2016 3:59 PM	Cody Jess	S. Menaged	Case history RE: Phoenix Newspapers	Attorney/Client Communication
586	Fri 7/29/2016 3:59 PM	Cody Jess	S. Menaged	Inquiry RE: Redi Carpet judgement	Attorney/Client Communication
587	Fri 7/29/2016 4:02 PM	Cody Jess	S. Menaged	Inquiry RE: Redi Carpet judgement	Attorney/Client Communication
588	Fri 7/29/2016 4:03 PM	Cody Jess	S. Menaged	Question about rental income from Raintree property held in AHF account	Attorney/Client Communication
589	Fri 7/29/2016 4:12 PM	Cody Jess	S. Menaged	Question about rental income from Raintree property held in AHF account	Attorney/Client Communication
590	Fri 7/29/2016 4:18 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt/lawsuits	Attorney/Client Communication
591	Fri 7/29/2016 4:33 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt/lawsuits	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
592	Fri 7/29/2016 4:35 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt/lawsuits	Attorney/Client Communication
593	Fri 7/29/2016 4:37 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt/lawsuits	Attorney/Client Communication
594	Fri 7/29/2016 4:40 PM	Cody Jess	S. Menaged	Questions regarding Easy Investments properties/debt/lawsuits	Attorney/Client Communication
595	Tue 8/2/2016 9:54 AM	Cody Jess	S. Menaged	Request for criminal defense attorney	Attorney/Client Communication
596	Tue 8/2/2016 12:28 PM	Cody Jess	S. Menaged	Comments RE: Electra/Red Range/Denny	Attorney/Client Communication
597	Tue 8/2/2016 1:34 PM	Cody Jess	S. Menaged	Trustee's plan for the Red Range property	Attorney/Client Communication
598	Tue 8/2/2016 3:42 PM	Cody Jess	S. Menaged	Copy of the trustee's notice of intent to abandon Sunnyside property	Attorney/Client Communication
599	Tue 8/2/2016 4:09 PM	Cody Jess	S. Menaged	Inquiry into meeting with criminal attorney	Attorney/Client Communication
600	Tue 8/2/2016 4:09 PM	Cody Jess	S. Menaged	Inquiry into meeting with criminal attorney	Attorney/Client Communication
601	Tue 8/2/2016 4:23 PM	Cody Jess	S. Menaged	Request to review promissory note from Joe Menaged	Attorney/Client Communication
602	Tue 8/2/2016 4:27 PM	Cody Jess	S. Menaged	Response to questions RE: Electra/Red Range/Denny	Attorney/Client Communication
603	Tue 8/2/2016 4:46 PM	Cody Jess	S. Menaged	Inquiry into meeting with criminal attorney	Attorney/Client Communication
604	Tue 8/2/2016 4:46 PM	Cody Jess	S. Menaged	Request for telephone conversation RE: Red Range; criminal attorney	Attorney/Client Communication
605	Tue 8/2/2016 6:13 PM	Cody Jess	S. Menaged	Question regarding noticing Sell Wholesale of BK	Attorney/Client Communication
606	Wed 8/3/2016 7:27 AM	Cody Jess	S. Menaged	Arrangement to pick up title for Chevelle	Attorney/Client Communication
607	Wed 8/3/2016 7:33 AM	Cody Jess	S. Menaged	Arrangement to pick up title for Chevelle	Attorney/Client Communication
608	Wed 8/3/2016 12:17 PM	Cody Jess	S. Menaged	DMV search results for Menaged and his business entities	Attorney/Client Communication
609	Wed 8/3/2016 5:30 PM	Cody Jess	S. Menaged	Comments on promissory note for American Furniture LLC	Attorney/Client Communication
610	Wed 8/3/2016 5:32 PM	Cody Jess	S. Menaged	Comments on promissory note for American Furniture LLC	Attorney/Client Communication
611	Wed 8/3/2016 6:58 PM	Cody Jess	S. Menaged	Comments on promissory note for American Furniture LLC	Attorney/Client Communication
612	Wed 8/3/2016 7:01 PM	Cody Jess	S. Menaged	Identification of sale date and buyers for vehicles owned by Menaged and his business entities	Attorney/Client Communication
613	Wed 8/3/2016 7:19 PM	Cody Jess	S. Menaged	Questions regarding Auto King equipment-Leased and/or financed	Attorney/Client Communication
614	Wed 8/3/2016 7:22 PM	Cody Jess	S. Menaged	Questions regarding Auto King equipment-Leased and/or financed	Attorney/Client Communication
615	Wed 8/3/2016 7:26 PM	Cody Jess	S. Menaged	Questions regarding Auto King equipment-Leased and/or financed	Attorney/Client Communication
616	Wed 8/3/2016 7:28 PM	Cody Jess	S. Menaged	Questions regarding Auto King equipment-Leased and/or financed	Attorney/Client Communication
617	Wed 8/3/2016 7:29 PM	Cody Jess	S. Menaged	Questions regarding Auto King equipment-Leased and/or financed	Attorney/Client Communication
618	Wed 8/3/2016 7:30 PM	Cody Jess	S. Menaged	Question regarding offers made on properties with mortgages held	Attorney/Client Communication
619	Wed 8/3/2016 7:32 PM	Cody Jess	S. Menaged	Question regarding offers made on properties with mortgages held	Attorney/Client Communication
620	Wed 8/3/2016 7:33 PM	Cody Jess	S. Menaged	Question regarding offers made on properties with mortgages held	Attorney/Client Communication
621	Wed 8/3/2016 7:35 PM	Cody Jess	S. Menaged	Question regarding offers made on properties with mortgages held	Attorney/Client Communication
622	Thu 8/4/2016 7:34 AM	Cody Jess	S. Menaged	Inquiry as to why Arizona Republic is so interested in personal aspect Menaged BK; Questions what dealings occurred	Attorney/Client Communication
623	Thu 8/4/2016 9:51 AM	Cody Jess	S. Menaged	Follow up questions RE: Arizona Republic discovery	Attorney/Client Communication
624	Thu 8/4/2016 10:43 AM	Cody Jess	S. Menaged	Copy of filed Azben proof of claim	Attorney/Client Communication
625	Thu 8/4/2016 10:54 AM	Cody Jess	S. Menaged	Copy of letter and attachments for real property of the estate, located at 9331 W. Electra Ln from Cynthia L. Johnson	Attorney/Client Communication
626	Thu 8/4/2016 11:12 AM	Cody Jess	S. Menaged	Questions concerning American Furniture and acquisition of intangibles from previous Menaged businesses	Attorney/Client Communication
627	Thu 8/4/2016 11:32 AM	Cody Jess	S. Menaged	Response to questions concerning American Furniture and acquisition of intangibles from previous Menaged businesses	Attorney/Client Communication
628	Thu 8/4/2016 1:21 PM	Debbi Stephens	Cody Jess, S. Menaged	Direct Capital's motion for relief and notice; Auto King's equipment	Attorney/Client Communication
629	Thu 8/4/2016 1:41 PM	Cody Jess	S. Menaged	Request for document production for Arizona Republic's counsel	Attorney/Client Communication
630	Thu 8/4/2016 2:09 PM	Cody Jess	S. Menaged	Request for document production for Arizona Republic's counsel	Attorney/Client Communication
631	Thu 8/4/2016 2:16 PM	Cody Jess	S. Menaged	Request for document production for Arizona Republic's counsel	Attorney/Client Communication
632	Thu 8/4/2016 5:32 PM	Cody Jess	S. Menaged	Request for document production for Arizona Republic's counsel	Attorney/Client Communication
633	Thu 8/4/2016 5:34 PM	Cody Jess	S. Menaged	Request for document production for Arizona Republic's counsel	Attorney/Client Communication
634	Thu 8/4/2016 5:42 PM	Cody Jess	S. Menaged	Request for identification of account ending in 5172	Attorney/Client Communication
635	Thu 8/4/2016 5:44 PM	Cody Jess	S. Menaged	Request for identification of account ending in 5173	Attorney/Client Communication
636	Thu 8/4/2016 5:45 PM	Cody Jess	S. Menaged	Request for identification of account ending in 5174	Attorney/Client Communication
637	Thu 8/4/2016 5:47 PM	Cody Jess	S. Menaged	Inquiry where FK 79th ave/Bell 'GOB' sale proceeds were deposited	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
638	Thu 8/4/2016 5:51 PM	Cody Jess	S. Menaged	Request for current inventory of Scott's Fine Furniture	Attorney/Client Communication
640	Thu 8/4/2016 6:00 PM	Cody Jess	S. Menaged	Inquiry where FK 79th ave/Bell 'GOB' sale proceeds were deposited	Attorney/Client Communication
641	Thu 8/4/2016 6:10 PM	Cody Jess	S. Menaged	Question RE: Request for current inventory of Scott's Fine Furniture	Attorney/Client Communication
642	Thu 8/4/2016 6:28 PM	Cody Jess	S. Menaged	Inquiry into if Menaged is guaranteeing loan to AF from his father	Attorney/Client Communication
643	Thu 8/4/2016 6:38 PM	Cody Jess	S. Menaged	Reply RE: If Menaged is guaranteeing loan to AF from his father	Attorney/Client Communication
644	Thu 8/4/2016 6:43 PM	Cody Jess	S. Menaged	Reply RE: If Menaged is guaranteeing loan to AF from his father	Attorney/Client Communication
645	Thu 8/4/2016 6:48 PM	Cody Jess	S. Menaged	Reassurance that the counsel Menaged hired is capable	Attorney/Client Communication
646	Thu 8/4/2016 6:51 PM	Cody Jess	S. Menaged	Reassurance that the counsel Menaged hired is capable	Attorney/Client Communication
647	Thu 8/4/2016 6:54 PM	Cody Jess	S. Menaged	Reassurance that the counsel Menaged hired is capable	Attorney/Client Communication
648	Thu 8/4/2016 6:55 PM	Cody Jess	S. Menaged	Attempt to calm Menaged's nerves concerning criminal activity	Attorney/Client Communication
649	Thu 8/4/2016 6:56 PM	Cody Jess	S. Menaged	Attempt to calm Menaged's nerves concerning criminal activity	Attorney/Client Communication
650	Thu 8/4/2016 7:10 PM	Cody Jess	S. Menaged	Copies of Note, Security Agreement and UCC-1 RE: AF loan	Attorney/Client Communication
651	Thu 8/4/2016 7:13 PM	Cody Jess	S. Menaged	Comments RE: Note, Security Agreement, UCC-1 and Guaranty	Attorney/Client Communication
652	Sat 8/6/2016 11:28 AM	Cody Jess	S. Menaged	Comments on Denny Chittick obituary	Attorney/Client Communication
653	Sat 8/6/2016 11:50 AM	Cody Jess	S. Menaged	Link to Chittick probate case	Attorney/Client Communication
654	Sat 8/6/2016 12:05 PM	Cody Jess	S. Menaged	Link to Chittick probate case	Attorney/Client Communication
655	Sat 8/6/2016 12:06 PM	Cody Jess	S. Menaged	Link to Chittick probate case	Attorney/Client Communication
656	Sat 8/6/2016 12:09 PM	Cody Jess	S. Menaged	Legal advice about discussing BK with anyone other than counsel	Attorney/Client Communication
657	Sat 8/6/2016 12:29 PM	Cody Jess	S. Menaged	Legal advice about discussing BK with anyone other than counsel	Attorney/Client Communication
658	Mon 8/8/2016 8:41 AM	Cody Jess	S. Menaged	Preparation for 341 meeting	Attorney/Client Communication
659	Mon 8/8/2016 8:45 AM	Cody Jess	S. Menaged	Preparation for 341 meeting	Attorney/Client Communication
660	Mon 8/8/2016 8:50 AM	Cody Jess	S. Menaged	Preparation for 341 meeting	Attorney/Client Communication
661	Mon 8/8/2016 2:02 PM	Debbi Stephens	S. Menaged	Copy of letter to counsel for the Arizona Republic regarding the requested corporate bank statements	Attorney/Client Communication
662	Mon 8/8/2016 5:43 PM	Cody Jess	S. Menaged	Confirmation of time for meeting	Attorney/Client Communication
663	Tue 8/9/2016 7:00 AM	Cody Jess	S. Menaged	Confirmation of time for meeting	Attorney/Client Communication
664	Tue 8/9/2016 7:01 AM	Cody Jess	S. Menaged	Confirmation of time for meeting	Attorney/Client Communication
665	Tue 8/9/2016 9:00 AM	Cody Jess	S. Menaged	Request to bring all Ensco documents to meeting	Attorney/Client Communication
666	Tue 8/9/2016 5:04 PM	Cody Jess	S. Menaged	Review of meeting and tasks to be performed moving forward	Attorney/Client Communication
667	Wed 8/10/2016 11:47 AM	Cody Jess	S. Menaged	Questions RE: Money transfers between AHF and FK	Attorney/Client Communication
668	Wed 8/10/2016 12:08 PM	Cody Jess	S. Menaged	Response to RE: Questions RE: Money transfers between AHF and FK	Attorney/Client Communication
669	Wed 8/10/2016 12:35 PM	Cody Jess	S. Menaged	Request for telephone conference and in person meeting	Attorney/Client Communication
670	Wed 8/10/2016 12:41 PM	Cody Jess	S. Menaged	Confirmation for telephone conference and in person meeting	Attorney/Client Communication
671	Wed 8/10/2016 12:50 PM	Cody Jess	S. Menaged	341 Meeting prep update	Attorney/Client Communication
672	Wed 8/10/2016 2:09 PM	Cody Jess	S. Menaged	Follow up questions following 341 prep meeting	Attorney/Client Communication
673	Wed 8/10/2016 3:33 PM	Cody Jess	S. Menaged	Questions concerning closing of furniture stores and current debt	Attorney/Client Communication
674	Wed 8/10/2016 3:35 PM	Cody Jess	S. Menaged	Follow up questions following 341 prep meeting	Attorney/Client Communication
675	Wed 8/10/2016 3:49 PM	Cody Jess	S. Menaged	Request for accounting for all DenSco monies that went to Easy or AHF	Attorney/Client Communication
676	Wed 8/10/2016 3:51 PM	Cody Jess	S. Menaged	Request for accounting for all DenSco monies that went to Easy or AHF	Attorney/Client Communication
677	Wed 8/10/2016 3:53 PM	Cody Jess	S. Menaged	Issues RE: Accounting for all DenSco monies that went to Easy or AHF used for AmEx payments	Attorney/Client Communication
678	Wed 8/10/2016 3:58 PM	Cody Jess	S. Menaged	Comments RE: Menaged responses to numerous questions about AHF accounts, checks, transfers and other issues	Attorney/Client Communication
679	Wed 8/10/2016 4:10 PM	Cody Jess	S. Menaged	Questions concerning closing of furniture stores and current debt	Attorney/Client Communication
680	Wed 8/10/2016 5:11 PM	Cody Jess	S. Menaged	Fwd of communication with property manager for Fiesta Crossing property and evidence of Menaged bankruptcy	Attorney/Client Communication
681	Wed 8/10/2016 5:13 PM	Cody Jess	S. Menaged	Response to update on document production for 341 meeting	Attorney/Client Communication
682	Wed 8/10/2016 5:18 PM	Cody Jess	S. Menaged	Response to update on document production for 341 meeting	Attorney/Client Communication
683	Wed 8/10/2016 5:25 PM	Cody Jess	S. Menaged	Response to statement about possession of Chevelle title	Attorney/Client Communication
684	Thu 8/11/2016 11:00 AM	Cody Jess	S. Menaged	Questions concerning closing of furniture stores, owed UCC 1 lenders debt and production of AHF bank statements as they relate to Ensco	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
685	Thu 8/11/2016 11:02 AM	Cody Jess	S. Menaged	Questions concerning closing of furniture stores, owed UCC 1 lenders debt and production of AHF bank statements as they relate to DenSco	Attorney/Client Communication
686	Thu 8/11/2016 11:06 AM	Cody Jess	S. Menaged	Question as to when all furniture will be moved out of closed warehouses	Attorney/Client Communication
687	Thu 8/11/2016 11:09 AM	Cody Jess	S. Menaged	Response to update on timeline for moving furniture to warehouse	Attorney/Client Communication
688	Thu 8/11/2016 11:17 AM	Cody Jess	S. Menaged	Response to update on timeline for moving furniture to warehouse	Attorney/Client Communication
689	Thu 8/11/2016 11:22 AM	Julie Larsen	Cody Jess, S. Menaged	Request to revise duplicate bank statements/checks production	Attorney/Client Communication
690	Thu 8/11/2016 11:36 AM	Cody Jess	S. Menaged	Explanation of various scenarios when dealing with DenSco investors and their right to question Menaged at 341 meeting	Attorney/Client Communication
691	Thu 8/11/2016 11:42 AM	Cody Jess	S. Menaged	Information about the client questionnaire in preparation for 341 meeting and its effects on the amended schedules	Attorney/Client Communication
692	Thu 8/11/2016 11:43 AM	Cody Jess	S. Menaged	Response to concerns regarding questioning during 341 meeting	Attorney/Client Communication
693	Thu 8/11/2016 11:51 AM	Cody Jess	S. Menaged	Questions pertaining to AHF Chase Acct #1151	Attorney/Client Communication
694	Thu 8/11/2016 11:52 AM	Cody Jess	S. Menaged	Copy of client questionnaire	Attorney/Client Communication
695	Thu 8/11/2016 11:52 AM	Cody Jess	S. Menaged	Request for telephone communication RE: Responses to previous questions	Attorney/Client Communication
696	Thu 8/11/2016 12:02 PM	Cody Jess	S. Menaged	Request for change of time for telephone communication	Attorney/Client Communication
697	Thu 8/11/2016 2:27 PM	Cody Jess	S. Menaged	Request for status on which furniture stores are open and closed	Attorney/Client Communication
698	Thu 8/11/2016 2:30 PM	Cody Jess	S. Menaged	Response to request for status of stores	Attorney/Client Communication
699	Thu 8/11/2016 2:48 PM	Cody Jess	S. Menaged	Question concerning payments From AHF To Joseph Menaged	Attorney/Client Communication
700	Thu 8/11/2016 2:50 PM	Cody Jess	S. Menaged	Comments concerning payments From AHF To Joseph Menaged	Attorney/Client Communication
701	Thu 8/11/2016 2:54 PM	Cody Jess	S. Menaged	Request for breakdown of all monies paid to Keg	Attorney/Client Communication
702	Thu 8/11/2016 2:55 PM	Cody Jess	S. Menaged	Request for breakdown of all monies paid to Keg	Attorney/Client Communication
703	Thu 8/11/2016 3:00 PM	Julie Larsen	S. Menaged	Acknowledge of receipt of statements and copies of checks/withdrawals for AHF Chase Bank Acct #1151; Request for missing ones	Attorney/Client Communication
704	Thu 8/11/2016 3:37 PM	Cody Jess	S. Menaged	Request for additional/missing documents for AHF Chase Bank Acct #1151	Attorney/Client Communication
705	Thu 8/11/2016 3:48 PM	Cody Jess	S. Menaged	Additional questions to consider before scheduled telephone call	Attorney/Client Communication
706	Thu 8/11/2016 3:51 PM	Cody Jess	S. Menaged	Request to reschedule telephone conference	Attorney/Client Communication
707	Thu 8/11/2016 3:52 PM	Cody Jess	S. Menaged	Request to reschedule telephone conference	Attorney/Client Communication
708	Thu 8/11/2016 3:56 PM	Cody Jess	S. Menaged	Request to reschedule telephone conference	Attorney/Client Communication
709	Thu 8/11/2016 4:44 PM	Cody Jess	S. Menaged	Inquiry about wire transfer to Magnus RE: Sunnyside; DenSco wires	Attorney/Client Communication
710	Thu 8/11/2016 5:50 PM	Cody Jess	S. Menaged	Response to inquiry about issuing a subpoena to Magnus title	Attorney/Client Communication
711	Thu 8/11/2016 6:20 PM	Cody Jess	S. Menaged	Comments regarding older Chittick emails RE: Unsecured agreements	Attorney/Client Communication
712	Thu 8/11/2016 6:21 PM	Cody Jess	S. Menaged	Comments regarding older Chittick emails RE: Unsecured agreements	Attorney/Client Communication
713	Thu 8/11/2016 6:53 PM	Cody Jess	S. Menaged	Comments regarding older Chittick emails RE: NDA	Attorney/Client Communication
714	Thu 8/11/2016 7:11 PM	Cody Jess	S. Menaged	Comments regarding older Chittick emails RE: NDA	Attorney/Client Communication
715	Fri 8/12/2016 9:37 AM	Cody Jess	S. Menaged	Listing of a lot in PV solicited to Menaged during BK	Attorney/Client Communication
716	Fri 8/12/2016 2:27 PM	Cody Jess	S. Menaged	Update RE: Ledger for AHF	Attorney/Client Communication
717	Fri 8/12/2016 2:42 PM	Cody Jess	S. Menaged	Comments regarding older Chittick emails RE: Unsecured agreements	Attorney/Client Communication
718	Fri 8/12/2016 2:45 PM	Cody Jess	S. Menaged	Issue with HOA raising regulations on abandoned property	Attorney/Client Communication
719	Fri 8/12/2016 2:45 PM	Cody Jess	S. Menaged	Acknowledgement of communication with Jeff(?)	Attorney/Client Communication
720	Fri 8/12/2016 3:28 PM	Julie Larsen	S. Menaged	Explanation as to why online client questionnaire is not available	Attorney/Client Communication
721	Mon 8/15/2016 11:20 AM	Julie Larsen	J. McKee; Cody Jess	Copy of letter RE: Courtyards at Northern HOA v. Menaged	Attorney/Client Communication
722	Mon 8/15/2016 11:38 AM	Cody Jess	S. Menaged	Copy of list of jewelry prepared for trustee	Attorney/Client Communication
723	Mon 8/15/2016 11:44 AM	Julie Larsen	S. Menaged	Copy of Notice and Motion for Release from the Automatic Stay filed by Daimler Trust	Attorney/Client Communication
724	Mon 8/15/2016 2:04 PM	Cody Jess	S. Menaged	Request for date and time to inventory warehouse furniture marshalled from all stores	Attorney/Client Communication
725	Mon 8/15/2016 2:07 PM	Cody Jess	S. Menaged	Request for telephone conference to discuss buyout of inventory	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPIENT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
726	Mon 8/15/2016 2:47 PM	Cody Jess	Steve Nemecek	Confirmation for date and time to inventory warehouse furniture marshalled from all stores	Attorney/Client Communication
727	Mon 8/15/2016 2:54 PM	Cody Jess	Jim Ball	Request to find resolution RE: Menaged - Mercedes MFR	Attorney/Client Communication
728	Mon 8/15/2016 3:04 PM	Cody Jess	S. Menaged	Concerns about Menaged's plans for inventory buyout/abandonment, arrears for rent, satisfying outstanding orders, exact date for closing	Attorney/Client Communication
729	Mon 8/15/2016 4:12 PM	Cody Jess	S. Menaged	Response to Menaged's client questionnaire statement of completion	Attorney/Client Communication
730	Mon 8/15/2016 5:07 PM	Cody Jess	S. Menaged	Telephonic conference invite	Attorney/Client Communication
731	Mon 8/15/2016 5:38 PM	Cody Jess	S. Menaged	Notice of production received from US Bank	Attorney/Client Communication
732	Mon 8/15/2016 6:18 PM	Cody Jess	S. Menaged	Good news RE: Mercedes	Attorney/Client Communication
733	Mon 8/15/2016 9:13 PM	Cody Jess	S. Menaged	Confirmation for date and time to inventory warehouse furniture marshalled from all stores	Attorney/Client Communication
734	Tue 8/16/2016 11:04 AM	Cody Jess	S. Menaged	Copy of Notice of Appearance – David Knapper for AZBEN Limited	Attorney/Client Communication
735	Tue 8/16/2016 11:26 AM	Cody Jess	S. Menaged	Explanation of who AZBEN Limited is	Attorney/Client Communication
736	Tue 8/16/2016 11:25 AM	Cody Jess	S. Menaged	Inquiry about copies of invoices RE: Customers waiting for pick up of furniture	Attorney/Client Communication
737	Tue 8/16/2016 11:33 AM	Cody Jess	S. Menaged	Questions about status of 4 furniture stores(closing, inventory)	Attorney/Client Communication
738	Tue 8/16/2016 11:37 AM	Cody Jess	S. Menaged	Response to questions about status of 4 furniture stores(closing, inventory)	Attorney/Client Communication
739	Tue 8/16/2016 11:39 AM	Cody Jess	S. Menaged	Response to explanation of outstanding invoices/customer pick-up/deliveries	Attorney/Client Communication
740	Tue 8/16/2016 11:59 AM	Cody Jess	S. Menaged	Issues with credit report and "bad" social security number	Attorney/Client Communication
741	Tue 8/16/2016 12:01 PM	Cody Jess	Jim Ball	Explanation of "bad" social security number and Mercedes lease	Attorney/Client Communication
742	Tue 8/16/2016 12:39 PM	Cody Jess	Jim Ball	Explanation of "bad" social security number and Mercedes lease	Attorney/Client Communication
743	Tue 8/16/2016 12:44 PM	Cody Jess	S. Menaged	Request for Experian credit reports	Attorney/Client Communication
744	Tue 8/16/2016 1:18 PM	Cody Jess	S. Menaged	Request for Experian credit reports	Attorney/Client Communication
745	Tue 8/16/2016 1:19 PM	Cody Jess	S. Menaged	Confirmation of retainer	Attorney/Client Communication
746	Tue 8/16/2016 1:20 PM	Cody Jess	S. Menaged	Update of status of Chevelle	Attorney/Client Communication
747	Tue 8/16/2016 1:37 PM	Cody Jess	S. Menaged	Forward of email to Trustee RE: Status of inventory in warehouses	Attorney/Client Communication
748	Tue 8/16/2016 2:51 PM	Cody Jess	S. Menaged	Update of status of Chevelle and amended schedule	Attorney/Client Communication
749	Tue 8/16/2016 2:54 PM	Cody Jess	S. Menaged	Update of Trustee picking up property	Attorney/Client Communication
750	Tue 8/16/2016 3:12 PM	Julie Larsen	S. Menaged	Copy of letter sent to Trustee counsel containing bank records	Attorney/Client Communication
751	Tue 8/16/2016 3:48 PM	Cody Jess	S. Menaged	Request for landlord contact info	Attorney/Client Communication
752	Tue 8/16/2016 3:48 PM	Cody Jess	S. Menaged	Inquiry on leased status of furniture moving trucks	Attorney/Client Communication
753	Tue 8/16/2016 3:49 PM	Cody Jess	Steve Nemecek	Status update of picking up of assets	Attorney/Client Communication
754	Tue 8/16/2016 4:49 PM	Cody Jess	S. Menaged	Request for rental agreement with Penske for moving trucks	Attorney/Client Communication
755	Tue 8/16/2016 4:51 PM	Cody Jess	S. Menaged	Request for rental agreement with Penske for moving trucks	Attorney/Client Communication
756	Tue 8/16/2016 5:41 PM	Cody Jess	S. Menaged	Inquiry about legal name for Menaged's spouse	Attorney/Client Communication
757	Tue 8/16/2016 5:42 PM	Cody Jess	S. Menaged	Request for Menaged's spouse's signature for Guaranty	Attorney/Client Communication
758	Tue 8/16/2016 6:02 PM	Cody Jess	S. Menaged	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
759	Tue 8/16/2016 6:11 PM	Cody Jess	S. Menaged	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
760	Tue 8/16/2016 6:33 PM	Cody Jess	S. Menaged	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
761	Wed 8/17/2016 9:20 AM	Cody Jess	S. Menaged	Request for completion status of debtor's questionnaire	Attorney/Client Communication
762	Wed 8/17/2016 9:20 AM	Cody Jess	S. Menaged	Scheduling of meeting to work on amended schedules	Attorney/Client Communication
763	Wed 8/17/2016 9:23 AM	Cody Jess	S. Menaged	Status of debtor's questionnaire	Attorney/Client Communication
764	Wed 8/17/2016 9:23 AM	Cody Jess	S. Menaged	Scheduling of meeting to work on amended schedules	Attorney/Client Communication
765	Wed 8/17/2016 9:24 AM	Cody Jess	S. Menaged	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
766	Wed 8/17/2016 9:26 AM	Cody Jess	S. Menaged	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
767	Wed 8/17/2016 9:41 AM	Cody Jess	Steve Nemecek	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
768	Wed 8/17/2016 9:42 AM	Cody Jess	S. Menaged	Request for executed and notarized Guaranty for American Furniture	Attorney/Client Communication
769	Wed 8/17/2016 9:50 AM	Cody Jess	S. Menaged	Filing of UCC-1s for American Furniture	Attorney/Client Communication
770	Wed 8/17/2016 10:05 AM	Cody Jess	S. Menaged	Request for executed and notarized Guaranty for American Furniture	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
771	Wed 8/17/2016 10:19 AM	Cody Jess	Steve Nemecek	Discussion concerning notifying landlord about bankruptcy filing	Attorney/Client Communication
772	Wed 8/17/2016 10:39 AM	Cody Jess	S. Menaged	Request for photographs of inventory	Attorney/Client Communication
773	Wed 8/17/2016 12:46 PM	Cody Jess	S. Menaged	Request for photographs of inventory	Attorney/Client Communication
774	Wed 8/17/2016 1:09 PM	Cody Jess	S. Menaged	Request for photographs of inventory	Attorney/Client Communication
775	Wed 8/17/2016 1:10 PM	Cody Jess	S. Menaged	Discussion on negotiation of credit from landlord	Attorney/Client Communication
776	Wed 8/17/2016 2:45 PM	Cody Jess	S. Menaged	Discussion on changing locks at closed warehouses	Attorney/Client Communication
777	Wed 8/17/2016 2:54 PM	Cody Jess	S. Menaged	Request for information concerning banking transactions	Attorney/Client Communication
778	Wed 8/17/2016 3:21 PM	Cody Jess	S. Menaged	Request for information concerning banking transactions	Attorney/Client Communication
779	Wed 8/17/2016 3:33 PM	Cody Jess	S. Menaged	Communication request to discuss documents sent	Attorney/Client Communication
780	Wed 8/17/2016 8:55 PM	Cody Jess	S. Menaged	Notification of new website for American Furniture	Attorney/Client Communication
781	Thu 8/18/2016 3:41 PM	Cody Jess	S. Menaged	Copy of Notice of Appearance and Request of Notice filed by the Chittick Estate	Attorney/Client Communication
782	Thu 8/18/2016 3:49 PM	Cody Jess	S. Menaged	Discussion about filed Notice	Attorney/Client Communication
783	Thu 8/18/2016 3:49 PM	Cody Jess	S. Menaged	Discussion about filed Notice	Attorney/Client Communication
784	Thu 8/18/2016 3:51 PM	Cody Jess	S. Menaged	Discussion about filed Notice	Attorney/Client Communication
785	Thu 8/18/2016 3:54 PM	Cody Jess	S. Menaged	Discussion about filed Notice and future expected filings	Attorney/Client Communication
786	Thu 8/18/2016 4:46 PM	Cody Jess	S. Menaged	Request for information concerning banking transactions; Request for all friends and family working in the furniture business	Attorney/Client Communication
787	Thu 8/18/2016 4:51 PM	Cody Jess	S. Menaged	Discussion RE: Friends and family working in the furniture business	Attorney/Client Communication
788	Thu 8/18/2016 4:52 PM	Cody Jess	S. Menaged	Status request for monies paid from AHF for remodeling work	Attorney/Client Communication
789	Thu 8/18/2016 4:53 PM	Cody Jess	S. Menaged	Response to question regarding DenSco filing	Attorney/Client Communication
790	Thu 8/18/2016 4:56 PM	Cody Jess	S. Menaged	Status request for monies paid from AHF for remodeling work	Attorney/Client Communication
791	Thu 8/18/2016 4:58 PM	Cody Jess	S. Menaged	Discussion about filed Notice	Attorney/Client Communication
792	Thu 8/18/2016 5:00 PM	Cody Jess	S. Menaged	Question regarding transfers between furniture company accounts	Attorney/Client Communication
793	Thu 8/18/2016 5:04 PM	Cody Jess	S. Menaged	Question regarding transfers between furniture company accounts	Attorney/Client Communication
794	Thu 8/18/2016 5:07 PM	Cody Jess	S. Menaged	Question regarding transfers between furniture company accounts	Attorney/Client Communication
795	Thu 8/18/2016 5:12 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
796	Thu 8/18/2016 5:16 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
797	Thu 8/18/2016 5:19 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
798	Thu 8/18/2016 5:24 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
799	Thu 8/18/2016 5:27 PM	Cody Jess	S. Menaged	Amoroso & Thomas checks issue	Attorney/Client Communication
800	Thu 8/18/2016 5:35 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
801	Thu 8/18/2016 5:37 PM	Cody Jess	S. Menaged	Update on email discovery between Menaged and Denny Chittick	Attorney/Client Communication
802	Thu 8/18/2016 5:42 PM	Cody Jess	S. Menaged	Update on email discovery between Menaged and Denny Chittick	Attorney/Client Communication
803	Thu 8/18/2016 5:56 PM	Cody Jess	S. Menaged	Update on email discovery between Menaged and Denny Chittick	Attorney/Client Communication
804	Thu 8/18/2016 6:00 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
805	Thu 8/18/2016 6:02 PM	Cody Jess	Steve Nemecek	Copy of Menaged - SFF & FEK July Bank Account Statements	Attorney/Client Communication
806	Thu 8/18/2016 6:02 PM	Cody Jess	S. Menaged	Request for Agreement (unclear what Agreement)	Attorney/Client Communication
807	Thu 8/18/2016 6:09 PM	Cody Jess	S. Menaged	Discussion regarding DenSco documents/agreements	Attorney/Client Communication
808	Thu 8/18/2016 6:33 PM	Cody Jess	S. Menaged	Update on email discovery between Menaged and Denny Chittick	Attorney/Client Communication
809	Thu 8/18/2016 6:35 PM	Cody Jess	S. Menaged	Update on email discovery between Menaged and Denny Chittick	Attorney/Client Communication
810	Fri 8/19/2016 6:02 AM	Cody Jess	S. Menaged	Discussion RE:Trustee's counsel's action with landlord of warehouse	Attorney/Client Communication
811	Fri 8/19/2016 6:22 AM	Cody Jess	S. Menaged	Discussion RE:Trustee's counsel's action with landlord of warehouse	Attorney/Client Communication
812	Fri 8/19/2016 6:27 AM	Cody Jess	S. Menaged	Discussion RE:Trustee's counsel's action with landlord of warehouse	Attorney/Client Communication
813	Fri 8/19/2016 2:05 PM	Cody Jess	S. Menaged	Confirmation of receipt of retainer payment	Attorney/Client Communication
814	Fri 8/19/2016 2:07 PM	Cody Jess	S. Menaged	Request/confirmation of meeting	Attorney/Client Communication
815	Fri 8/19/2016 2:08 PM	Cody Jess	S. Menaged	Request/confirmation of meeting	Attorney/Client Communication
816	Fri 8/19/2016 2:09 PM	Cody Jess	S. Menaged	Request/confirmation of meeting	Attorney/Client Communication
817	Fri 8/19/2016 2:11 PM	Cody Jess	S. Menaged	Request/confirmation of meeting	Attorney/Client Communication
818	Fri 8/19/2016 2:12 PM	Cody Jess	Steve Nemecek	Copy of rental agreement with Penske for delivery trucks	Attorney/Client Communication
819	Fri 8/19/2016 2:12 PM	Cody Jess	S. Menaged	Request/confirmation of meeting	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPIENT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
820	Mon 8/22/2016 10:32 AM	Cody Jess	S. Menaged	Copy of filed Relief of Stay for vendor, Direct Capital against Auto King, LLC	Attorney/Client Communication
821	Mon 8/22/2016 10:34 AM	Cody Jess	S. Menaged	Update on filing of UCC-1s for American Furniture	Attorney/Client Communication
822	Mon 8/22/2016 10:37 AM	Cody Jess	S. Menaged	Discussion RE:Relief of Stay for vendor, Direct Capital against Auto King	Attorney/Client Communication
823	Mon 8/22/2016 12:13 PM	Cody Jess	S. Menaged	Copy of Notice of Appearance and Request of Notice filed by Guttilla Murphy Anderson on behalf of Peter Davis	Attorney/Client Communication
824	Mon 8/22/2016 12:17 PM	Cody Jess	S. Menaged	Question regarding action to be taken with Mercedes vehicle	Attorney/Client Communication
825	Mon 8/22/2016 1:31 PM	Cody Jess	S. Menaged	Question regarding action to be taken with Mercedes vehicle	Attorney/Client Communication
826	Mon 8/22/2016 1:33 PM	Cody Jess	S. Menaged	Update on obtaining pleadings filed	Attorney/Client Communication
827	Mon 8/22/2016 1:36 PM	Cody Jess	S. Menaged	Update on obtaining pleadings filed	Attorney/Client Communication
828	Mon 8/22/2016 1:41 PM	Cody Jess	Clark Derrick	Copy of Notice of Appearance and Request of Notice filed by Guttilla Murphy Anderson on behalf of Peter Davis	Attorney/Client Communication
829	Mon 8/22/2016 1:51 PM	Cody Jess	S. Menaged	Inquiry into equity line/account on residential property	Attorney/Client Communication
830	Mon 8/22/2016 1:51 PM	Cody Jess	S. Menaged	Information about ACC employee Wendy L Coy	Attorney/Client Communication
831	Mon 8/22/2016 2:56 PM	Cody Jess	S. Menaged	Information RE: Equity line/account on residential property	Attorney/Client Communication
832	Mon 8/22/2016 2:57 PM	Cody Jess	Steve Nemecek	Information RE: Equity line/account on residential property	Attorney/Client Communication
833	Mon 8/22/2016 3:00 PM	Cody Jess	S. Menaged	Information RE: Equity line/account on residential property	Attorney/Client Communication
834	Mon 8/22/2016 3:16 PM	Cody Jess	S. Menaged	Information RE: Equity line/account on residential property	Attorney/Client Communication
835	Mon 8/22/2016 3:33 PM	Cody Jess	S. Menaged	Information RE: Equity line/account on residential property	Attorney/Client Communication
836	Mon 8/22/2016 3:33 PM	Cody Jess	S. Menaged	Update of option to retain lease of Mercedes vehicle	Attorney/Client Communication
837	Mon 8/22/2016 4:01 PM	Cody Jess	S. Menaged	Inquiry into talks with property manager of warehouse(59th & Bell)	Attorney/Client Communication
838	Mon 8/22/2016 4:42 PM	Cody Jess	S. Menaged	Update about delivery o f pleadings filed for DenSco receivership	Attorney/Client Communication
839	Mon 8/22/2016 4:44 PM	Cody Jess	S. Menaged	Update about delivery o f pleadings filed for DenSco receivership	Attorney/Client Communication
840	Mon 8/22/2016 5:42 PM	Cody Jess	S. Menaged	Request for police report detailing fraudulent social security number issued through Wells Fargo	Attorney/Client Communication
841	Mon 8/22/2016 5:50 PM	Cody Jess	S. Menaged	Cody Jess	Attorney/Client Communication
842	Mon 8/22/2016 5:51 PM	Cody Jess	S. Menaged	Confirmation of meeting time and place	Attorney/Client Communication
843	Mon 8/22/2016 6:51 PM	Cody Jess	S. Menaged	Confirmation of meeting time and place	Attorney/Client Communication
844	Mon 8/22/2016 7:01 PM	Cody Jess	S. Menaged	Confirmation of meeting time and place	Attorney/Client Communication
845	Tue 8/23/2016 12:54 PM	Jeffrey Goulder	S. Menaged	Reply to request for signed forbearance agreement with DenSco	Attorney/Client Communication
846	Tue 8/23/2016 1:10 PM	Cody Jess	S. Menaged	Update on questions posed by Steve Nemecek	Attorney/Client Communication
847	Tue 8/23/2016 1:24 PM	Cody Jess	S. Menaged	Request for details on 1965 Ford Mustang vehicle	Attorney/Client Communication
848	Tue 8/23/2016 1:24 PM	Cody Jess	S. Menaged	Request for list of properties acquired with DenSco money	Attorney/Client Communication
849	Tue 8/23/2016 2:22 PM	Cody Jess	S. Menaged	Copies of pleadings, minute entries, Invoice for 105 First Appearance Filing Fee, Notice of Appearance sent to Clark Derrick	Attorney/Client Communication
850	Tue 8/23/2016 3:06 PM	Cody Jess	S. Menaged	Request for bank statements to substantiate money to purchase 1965 Ford Mustang came from AHF	Attorney/Client Communication
851	Tue 8/23/2016 4:42 PM	Cody Jess	S. Menaged	Copies of Order and of Motion Granting Receiver's Motion for bankruptcy Rule 2004 Examination and Document Production of Menaged	Attorney/Client Communication
852	Tue 8/23/2016 6:14 PM	Clark Derrick	S. Menaged	Receipt of delivery of Order and of Motion Granting Receiver's Motion for bankruptcy Rule 2004 Examination and Document Production	Attorney/Client Communication
853	Tue 8/23/2016 8:17 PM	Cody Jess	S. Menaged	Questions RE: Police report detailing fraudulent social security number issued through Wells Fargo	Attorney/Client Communication
854	Tue 8/23/2016 8:45 PM	Cody Jess	S. Menaged	Questions RE: Police report detailing fraudulent social security number issued through Wells Fargo	Attorney/Client Communication
855	Wed 8/24/2016 11:46 AM	Cody Jess	S. Menaged	Legal advice RE: Preservation of all documents including emails/texts	Attorney/Client Communication
856	Wed 8/24/2016 11:47 AM	Cody Jess	S. Menaged	Request for contact info for Wells Fargo Fraud Division and Synchrony Bank	Attorney/Client Communication
857	Wed 8/24/2016 11:51 AM	Cody Jess	S. Menaged	Legal advice RE: Preservation of all documents including emails/texts	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPIENT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
858	Wed 8/24/2016 12:04 PM	Cody Jess	S. Menaged	Questions regarding properties owned by Menaged companies before and after 2/10/14 and other questions about properties purchased with DenSco funding and other lenders; Profit from sales of properties	Attorney/Client Communication
859	Wed 8/24/2016 12:38 PM	S. Menaged	S. Menaged	David Beauchamp email to Jeffrey Goulder detailing DenSco's Forbearance Agreement with Menaged companies and its issues	Attorney/Client Communication
860	Wed 8/24/2016 2:10 PM	Tyler Grim	S. Menaged; Cody Jess	Request for check images of payments made from Easy account in January 2014	Attorney/Client Communication
861	Wed 8/24/2016 2:48 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
862	Wed 8/24/2016 2:53 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
863	Wed 8/24/2016 2:54 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
864	Wed 8/24/2016 2:55 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
865	Wed 8/24/2016 3:03 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
866	Wed 8/24/2016 3:07 PM	Tyler Grim	S. Menaged	Explanation of payments made from Easy account in January 2014	Attorney/Client Communication
867	Wed 8/24/2016 4:30 PM	Cody Jess	S. Menaged	Response RE: Properties purchased after 2/10/14 with DenSco money	Attorney/Client Communication
868	Wed 8/24/2016 4:36 PM	Cody Jess	S. Menaged	Review of Deeds for DenSco funded properties	Attorney/Client Communication
869	Wed 8/24/2016 4:38 PM	Cody Jess	S. Menaged	Review of Deeds for DenSco funded properties	Attorney/Client Communication
870	Wed 8/24/2016 4:43 PM	Cody Jess	S. Menaged	General correspondence; Miscellaneous conversation	Attorney/Client Communication
871	Wed 8/24/2016 4:56 PM	Cody Jess	S. Menaged	General correspondence; Miscellaneous conversation	Attorney/Client Communication
872	Wed 8/24/2016 4:56 PM	Cody Jess	S. Menaged	Reply to inquiry into Peter Davis, as Receiver for DenSco receivership	Attorney/Client Communication
873	Wed 8/24/2016 4:58 PM	Cody Jess	S. Menaged	Request for replies to Schedule related questions	Attorney/Client Communication
874	Wed 8/24/2016 5:07 PM	Cody Jess	S. Menaged	Additional questions regarding Schedules RE: Payments made to family members	Attorney/Client Communication
875	Wed 8/24/2016 5:09 PM	Cody Jess	S. Menaged	Additional questions regarding Schedules RE: Payments made to family members	Attorney/Client Communication
876	Wed 8/24/2016 5:17 PM	Cody Jess	S. Menaged	Preparation for 341 meeting	Attorney/Client Communication
877	Wed 8/24/2016 5:36 PM	Cody Jess	S. Menaged	Legal counsel regarding disclosures/statements through amended schedules	Attorney/Client Communication
878	Wed 8/24/2016 5:42 PM	Cody Jess	S. Menaged	Legal counsel regarding disclosures/statements through amended schedules	Attorney/Client Communication
879	Wed 8/24/2016 5:43 PM	Cody Jess	S. Menaged	Legal counsel regarding disclosures/statements through amended schedules	Attorney/Client Communication
880	Wed 8/24/2016 6:05 PM	Cody Jess	S. Menaged	Discussion RE: Spreadsheet	Attorney/Client Communication
881	Wed 8/24/2016 6:08 PM	Cody Jess	S. Menaged	Issues regarding priority of lenders listed in spreadsheet	Attorney/Client Communication
882	Wed 8/24/2016 6:11 PM	Cody Jess	S. Menaged	Questions regarding the numbers RE: Payments to DenSco from AHF	Attorney/Client Communication
883	Wed 8/24/2016 6:11 PM	Cody Jess	S. Menaged	Discuss RE: Need for Title reports on properties to determine priorities	Attorney/Client Communication
884	Thu 8/25/2016 12:52 PM	Cody Jess	S. Menaged	Contact verification for Lease or Lessor, Goodyear warehouse	Attorney/Client Communication
885	Thu 8/25/2016 12:54 PM	Cody Jess	S. Menaged	Contact verification for Lease or Lessor, Goodyear warehouse	Attorney/Client Communication
886	Thu 8/25/2016 4:16 PM	Cody Jess	S. Menaged	Forward of email between Cynthia Johnson and Cody Jess RE: Monthly Income form not filled out	Attorney/Client Communication
887	Thu 8/25/2016 5:12 PM	Cody Jess	S. Menaged	Copies of the filed amendments to the Debtor's Schedules and Statements	Attorney/Client Communication
888	Thu 8/25/2016 5:26 PM	Cody Jess	S. Menaged	Request for response to issues concerning the Electra property/Schedule	Attorney/Client Communication
889	Fri 8/26/2016 6:17 AM	Cody Jess	S. Menaged	Legal advise on answers to certain questions given during 341 meeting	Attorney/Client Communication
890	Fri 8/26/2016 6:18 AM	Cody Jess	S. Menaged	Legal advise on answers to certain questions given during 341 meeting	Attorney/Client Communication
891	Fri 8/26/2016 6:23 AM	Cody Jess	S. Menaged	Legal advise on answers to certain questions given during 341 meeting	Attorney/Client Communication
892	Fri 8/26/2016 6:26 AM	Cody Jess	S. Menaged	Response to issues raised RE: FBI and Wells Fargo	Attorney/Client Communication
893	Fri 8/26/2016 6:27 AM	Cody Jess	S. Menaged	Attempt to calm Menaged's nerves concerning criminal activity	Attorney/Client Communication
894	Fri 8/26/2016 6:50 AM	Cody Jess	S. Menaged	Attempt to calm Menaged's nerves concerning criminal activity	Attorney/Client Communication
895	Fri 8/26/2016 8:17 AM	Cody Jess	S. Menaged	Plans to rendezvous at 341 meeting	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
896	Fri 8/26/2016 1:42 PM	Cody Jess	S. Menaged	Post 341 meeting commentary	Attorney/Client Communication
897	Fri 8/26/2016 4:22 PM	Cody Jess	S. Menaged	Questions and document production requests post 341 meeting	Attorney/Client Communication
898	Fri 8/26/2016 4:24 PM	Cody Jess	S. Menaged	Reaction to email from Ryan Anderson RE: Document production	Attorney/Client Communication
899	Fri 8/26/2016 4:55 PM	Cody Jess	S. Menaged	Questions about monthly lease payments post-delivery to the father	Attorney/Client Communication
900	Fri 8/26/2016 4:57 PM	Cody Jess	S. Menaged	Questions RE: Ownership percentage- Investor Title Holdings LLC	Attorney/Client Communication
901	Fri 8/26/2016 5:00 PM	Cody Jess	S. Menaged	Questions about monthly lease payments post-delivery to the father	Attorney/Client Communication
902	Fri 8/26/2016 5:15 PM	Cody Jess	S. Menaged	Questions about monthly lease payments post-delivery to the father	Attorney/Client Communication
903	Fri 8/26/2016 5:19 PM	Cody Jess	S. Menaged	Questions about monthly lease payments post-delivery to the father	Attorney/Client Communication
904	Fri 8/26/2016 5:37 PM	Cody Jess	S. Menaged	Questions about 2014 Range Rover and father's loan balance	Attorney/Client Communication
905	Fri 8/26/2016 5:39 PM	Cody Jess	S. Menaged	Questions about monthly lease payments post-delivery to the father	Attorney/Client Communication
906	Fri 8/26/2016 5:57 PM	Cody Jess	S. Menaged	Request for copy of postnuptial agreement	Attorney/Client Communication
907	Fri 8/26/2016 7:21 PM	Cody Jess	S. Menaged	Question about reasons for postnuptial agreement	Attorney/Client Communication
	Fri 8/26/2016 8:23 PM	Cody Jess	S. Menaged	Request for Joseph Menaged's CPA information	Attorney/Client Communication
908	Fri 8/26/2016 8:50 PM	Cody Jess	S. Menaged	Update on Wells Fargo investigation	Attorney/Client Communication
909	Fri 8/26/2016 9:06 PM	Cody Jess	S. Menaged	Update on Wells Fargo investigation	Attorney/Client Communication
910	Fri 8/26/2016 9:16 PM	Cody Jess	S. Menaged	Attempts to alleviate Menaged's worries moving forward	Attorney/Client Communication
911	Fri 8/26/2016 9:19 PM	Cody Jess	S. Menaged	Attempts to alleviate Menaged's worries moving forward	Attorney/Client Communication
912	Sat 8/27/2016 10:59 AM	Cody Jess	S. Menaged	Forward of email from Ryan Anderson with issues concerning 2004 Exam/doc production	Attorney/Client Communication
913	Sat 8/27/2016 11:11 AM	Cody Jess	S. Menaged	Forward of email from Ryan Anderson with formal request for doc production from Trustee	Attorney/Client Communication
914	Sun 8/28/2016 1:39 PM	Cody Jess	S. Menaged	Discussion about document production available to creditors	Attorney/Client Communication
915	Sun 8/28/2016 1:40 PM	Cody Jess	S. Menaged	Request for Active Funding info, loans with 2 lenders	Attorney/Client Communication
916	Sun 8/28/2016 2:08 PM	Cody Jess	S. Menaged	Meeting confirmation	Attorney/Client Communication
917	Sun 8/28/2016 2:13 PM	Cody Jess	S. Menaged	Meeting confirmation	Attorney/Client Communication
918	Sun 8/28/2016 2:13 PM	Cody Jess	S. Menaged	Forward of email from Ryan Anderson with formal request for doc production from Trustee	Attorney/Client Communication
919	Sun 8/28/2016 2:15 PM	Cody Jess	S. Menaged	Comments on production of emails between Menaged and Chittick	Attorney/Client Communication
920	Sun 8/28/2016 2:16 PM	Cody Jess	S. Menaged	Comments on production of emails between Menaged and Chittick	Attorney/Client Communication
921	Sun 8/28/2016 2:18 PM	Cody Jess	S. Menaged	Comments on production of emails between Menaged and Chittick	Attorney/Client Communication
922	Mon 8/29/2016 1:48 PM	Tyler Grim	S. Menaged	Directions to download bank statements through Dropbox	Attorney/Client Communication
923	Mon 8/29/2016 4:14 PM	Cody Jess	S. Menaged	Request for Furniture Business records and books	Attorney/Client Communication
924	Mon 8/29/2016 4:26 PM	Cody Jess	S. Menaged	Request to recalculate money owed to DenSco	Attorney/Client Communication
925	Mon 8/29/2016 4:45 PM	Cody Jess	S. Menaged	Forward of email to Steve Nemecek concerning answer to question	Attorney/Client Communication
926	Mon 8/29/2016 5:11 PM	Cody Jess	S. Menaged	Inquiry with Trustee's counsel about Auto King inventory pickup	Attorney/Client Communication
927	Tue 8/30/2016 11:30 AM	Cody Jess	S. Menaged	Thoughts on not opposing Motion to Lift Automatic stay	Attorney/Client Communication
928	Tue 8/30/2016 11:55 AM	Cody Jess	S. Menaged	Thoughts on not opposing Motion to Lift Automatic stay	Attorney/Client Communication
929	Tue 8/30/2016 4:47 PM	Cody Jess	S. Menaged	Copy of Joinder to Sell Wholesale Funding Lift Stay Motion	Attorney/Client Communication
930	Tue 8/30/2016 4:54 PM	Cody Jess	S. Menaged	Copy of Joinder to Sell Wholesale Funding Lift Stay Motion	Attorney/Client Communication
931	Tue 8/30/2016 5:01 PM	Cody Jess	S. Menaged	DenSco interest payments	Attorney/Client Communication
932	Tue 8/30/2016 6:05 PM	Cody Jess	S. Menaged	DenSco interest payments discrepancy in total amount paid	Attorney/Client Communication
933	Wed 8/31/2016 7:10 AM	Cody Jess	S. Menaged	Thoughts on issuing 2004s to Receiver and Chittick Estate	Attorney/Client Communication
934	Wed 8/31/2016 7:44 AM	Cody Jess	S. Menaged	Thoughts on issuing 2004s to Receiver and Chittick Estate	Attorney/Client Communication
935	Wed 8/31/2016 8:30 AM	Cody Jess	S. Menaged	Thoughts on issuing 2004s to Receiver and Chittick Estate	Attorney/Client Communication
936	Wed 8/31/2016 8:44 AM	Cody Jess	S. Menaged	Thoughts on Joinder to Sell Wholesale Funding Lift Stay Motion	Attorney/Client Communication
937	Wed 8/31/2016 8:48 AM	Cody Jess	S. Menaged	Thoughts on Joinder to Sell Wholesale Funding Lift Stay Motion	Attorney/Client Communication
938	Wed 8/31/2016 4:20 PM	Cody Jess	S. Menaged	Copy of UCC-1 filing by DenSco against Furniture King	Attorney/Client Communication
939	Wed 8/31/2016 4:41 PM	Cody Jess	S. Menaged	Communication request	Attorney/Client Communication
940	Wed 8/31/2016 4:48 PM	Cody Jess	S. Menaged	Forward of email from Ryan Anderson RE: Confidentiality Agreement	Attorney/Client Communication
941	Wed 8/31/2016 6:00 PM	Cody Jess	S. Menaged	Comments to email from Ryan Anderson RE: Confidentiality Agreement	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
942	Wed 8/31/2016 6:15 PM	Cody Jess	S. Menaged	General Intangibles Issue between SFF and American Furniture	Attorney/Client Communication
943	Thu 9/1/2016 5:43 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam paperwork	Attorney/Client Communication
944	Thu 9/1/2016 5:44 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam paperwork	Attorney/Client Communication
945	Thu 9/1/2016 5:51 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam paperwork	Attorney/Client Communication
946	Thu 9/1/2016 6:01 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam paperwork	Attorney/Client Communication
947	Thu 9/1/2016 7:20 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam paperwork	Attorney/Client Communication
948	Thu 9/1/2016 7:29 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam and Receivership inquiries	Attorney/Client Communication
949	Fri 9/2/2016 4:46 PM	Cody Jess	S. Menaged	Miscellaneous communication	Attorney/Client Communication
950	Fri 9/2/2016 4:54 PM	Cody Jess	S. Menaged	Miscellaneous communication	Attorney/Client Communication
951	Fri 9/2/2016 4:57 PM	Cody Jess	S. Menaged	Notification of travel time	Attorney/Client Communication
952	Fri 9/2/2016 4:58 PM	Cody Jess	S. Menaged	Copy of Stip/Order to extend the 523 deadline	Attorney/Client Communication
953	Fri 9/2/2016 6:39 PM	Cody Jess	S. Menaged	Copy of CM - Termination Agreement	Attorney/Client Communication
954	Tue 9/6/2016 10:54 AM	Cody Jess	S. Menaged	Notification of vacation dates	Attorney/Client Communication
955	Tue 9/6/2016 11:05 AM	Cody Jess	S. Menaged	RE: Sell Motion re: Electra	Attorney/Client Communication
956	Tue 9/6/2016 11:09 AM	Cody Jess	S. Menaged	Confirmation of telephone conversation	Attorney/Client Communication
957	Tue 9/6/2016 11:12 AM	Cody Jess	S. Menaged	Request to enroll and complete financial management course	Attorney/Client Communication
958	Tue 9/6/2016 11:13 AM	Cody Jess	S. Menaged	Copy of letter from Ryan Anderson to Easy Investments	Attorney/Client Communication
959	Tue 9/6/2016 11:17 AM	Cody Jess	S. Menaged	Comments RE: Letter from Ryan Anderson to Easy Investments	Attorney/Client Communication
960	Tue 9/6/2016 11:20 AM	Cody Jess	S. Menaged	Confirmation of telephone conversation	Attorney/Client Communication
961	Tue 9/6/2016 11:21 AM	Cody Jess	S. Menaged	Questions RE: CM - Termination Agreement	Attorney/Client Communication
962	Tue 9/6/2016 11:22 AM	Cody Jess	S. Menaged	Questions RE: CM - Termination Agreement	Attorney/Client Communication
963	Tue 9/6/2016 11:28 AM	Cody Jess	S. Menaged	Questions RE: CM - Termination Agreement	Attorney/Client Communication
964	Tue 9/6/2016 11:32 AM	Cody Jess	S. Menaged	Discussion about balance due Mood Media and sending a copy of the BK	Attorney/Client Communication
965	Tue 9/6/2016 11:33 AM	Cody Jess	S. Menaged	Discussion about balance due Mood Media and sending a copy of the BK	Attorney/Client Communication
966	Tue 9/6/2016 11:34 AM	Cody Jess	S. Menaged	Discussion about balance due Mood Media and sending a copy of the BK	Attorney/Client Communication
967	Wed 9/7/2016 7:35 AM	Cody Jess	S. Menaged	Update RE: Filing 2004	Attorney/Client Communication
968	Wed 9/7/2016 7:36 AM	Cody Jess	S. Menaged	Update RE: Filing 2004	Attorney/Client Communication
969	Wed 9/7/2016 7:47 AM	Cody Jess	S. Menaged	Update RE: Filing 2004	Attorney/Client Communication
970	Wed 9/7/2016 7:50 AM	Cody Jess	S. Menaged	Update RE: Reaffirmation agreement and lease with Mercedes	Attorney/Client Communication
971	Wed 9/7/2016 8:04 AM	Cody Jess	S. Menaged	Update RE: Filing 2004	Attorney/Client Communication
972	Wed 9/7/2016 2:59 PM	Cody Jess	S. Menaged	Update on status of 2004 Exam and Receivership inquiries	Attorney/Client Communication
973	Wed 9/7/2016 3:08 PM	Julie Larsen	S. Menaged	Copy of reaffirmation agreement from Mercedes	Attorney/Client Communication
974	Wed 9/7/2016 5:03 PM	Cody Jess	S. Menaged	Availability On certain dates for Receiver's 2004 Exam	Attorney/Client Communication
975	Wed 9/7/2016 5:05 PM	Cody Jess	S. Menaged	Availability On certain dates for Receiver's 2004 Exam	Attorney/Client Communication
976	Wed 9/7/2016 7:31 PM	Cody Jess	S. Menaged	Discovery of Menaged documents on DenSco website	Attorney/Client Communication
977	Wed 9/7/2016 7:35 PM	Cody Jess	S. Menaged	Discovery of Menaged documents on DenSco website	Attorney/Client Communication
978	Wed 9/7/2016 7:38 PM	Cody Jess	S. Menaged	Discovery of Menaged documents on DenSco website	Attorney/Client Communication
979	Thu 9/8/2016 11:12 AM	Cody Jess	S. Menaged	Discussion of adding coverage of emails to the Confidentiality Agreement	Attorney/Client Communication
980	Thu 9/8/2016 11:38 AM	Cody Jess	S. Menaged	Request for proof of repossession of Escalade vehicle	Attorney/Client Communication
981	Thu 9/8/2016 11:46 AM	Cody Jess	S. Menaged	Reply to proof of repossession of Escalade vehicle	Attorney/Client Communication
982	Thu 9/8/2016 11:53 AM	Cody Jess	S. Menaged	Inquiry RE: Inquiry from Corporation Service Company	Attorney/Client Communication
983	Thu 9/8/2016 11:59 AM	Cody Jess	S. Menaged	Inquiry RE: Inquiry from Corporation Service Company	Attorney/Client Communication
984	Thu 9/8/2016 12:08 PM	Cody Jess	S. Menaged	Request for completion of Reaffirmation Agreement	Attorney/Client Communication
985	Thu 9/8/2016 12:12 PM	Cody Jess	S. Menaged	Request for completion of Reaffirmation Agreement	Attorney/Client Communication
986	Thu 9/8/2016 12:14 PM	Cody Jess	S. Menaged	Issues regarding Receiver's 2004 Exam/Deposition	Attorney/Client Communication
987	Thu 9/8/2016 12:16 PM	Cody Jess	S. Menaged	Issues regarding Receiver's 2004 Exam/Deposition	Attorney/Client Communication
988	Thu 9/8/2016 12:16 PM	Cody Jess	S. Menaged	Issues regarding Receiver's 2004 Exam/Deposition	Attorney/Client Communication
989	Thu 9/8/2016 12:16 PM	Cody Jess	S. Menaged	Update on delivery of payment	Attorney/Client Communication
990	Thu 9/8/2016 12:35 PM	Cody Jess	S. Menaged	Update on delivery of payment	Attorney/Client Communication
991	Thu 9/8/2016 2:22 PM	Cody Jess	S. Menaged	Request for answers to Ryan Anderson's email about Furniture King	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
992	Thu 9/8/2016 3:08 PM	Cody Jess	S. Menaged	Communication confirmation RE: Extension of deadlines	Attorney/Client Communication
993	Thu 9/8/2016 3:32 PM	Cody Jess	S. Menaged	Request for Stip to extend deadline to discharge from Chittick Estate	Attorney/Client Communication
994	Thu 9/8/2016 3:37 PM	Cody Jess	S. Menaged	Request for Stip to extend deadline to discharge from Chittick Estate	Attorney/Client Communication
995	Thu 9/8/2016 3:44 PM	Cody Jess	S. Menaged	Request for Stip to extend deadline to discharge from Chittick Estate	Attorney/Client Communication
996	Thu 9/8/2016 4:49 PM	Cody Jess	S. Menaged	Inquiry with Trustee as to status of abandonment-Electra property and Chevelle	Attorney/Client Communication
997	Thu 9/8/2016 5:50 PM	Cody Jess	S. Menaged	Copy of Confidentiality Agreement	Attorney/Client Communication
998	Thu 9/8/2016 6:53 PM	Cody Jess	S. Menaged	Copies of Application for 2004 doc production and oral exam of Shawna Heuer and Peter Davis	Attorney/Client Communication
999	Thu 9/8/2016 8:04 PM	Cody Jess	S. Menaged	Discussion of Application for 2004 doc production and oral exam of Shawna Heuer and Peter Davis	Attorney/Client Communication
1000	Thu 9/8/2016 8:11 PM	Cody Jess	S. Menaged	Discussion of Application for 2004 doc production and oral exam of Shawna Heuer and Peter Davis	Attorney/Client Communication
1001	Fri 9/9/2016 2:37 PM	Cody Jess	S. Menaged	Telephone communication request	Attorney/Client Communication
1002	Fri 9/9/2016 2:38 PM	Cody Jess	S. Menaged	Telephone communication request	Attorney/Client Communication
1003	Tue 9/13/2016 9:17 AM	Julie Larsen	S. Menaged	Inquiry into completion of financial management course	Attorney/Client Communication
1004	Tue 9/13/2016 9:56 AM	Cody Jess	S. Menaged	Inquiry into completion of financial management course	Attorney/Client Communication
1005	Tue 9/13/2016 1:55 PM	Julie Larsen	S. Menaged	Acknowledgement of completion of financial management course	Attorney/Client Communication
1006	Thu 9/15/2016 8:51 AM	Cody Jess	S. Menaged	Copy of reaffirmation agreement from Mercedes	Attorney/Client Communication
1007	Mon 9/19/2016 6:31 AM	Cody Jess	S. Menaged	Confirmation of meeting date between Receiver, counsel, debtor	Attorney/Client Communication
1008	Mon 9/19/2016 9:21 AM	Cody Jess	S. Menaged	Inquiry to current financial status with Mercedes	Attorney/Client Communication
1009	Mon 9/19/2016 9:23 AM	Cody Jess	S. Menaged	Inquiry to current financial status with Mercedes	Attorney/Client Communication
1010	Mon 9/19/2016 2:07 PM	Cody Jess	S. Menaged	Menaged Notice of Hearing - Auto King - Motion for Stay Relief	Attorney/Client Communication
1011	Mon 9/19/2016 2:22 PM	Cody Jess	S. Menaged	Order Denying Reaffirmation Agreement re: Mercedes – Signed	Attorney/Client Communication
1012	Mon 9/19/2016 2:33 PM	Cody Jess	S. Menaged	Menaged Notice of Hearing - Auto King - Motion for Stay Relief	Attorney/Client Communication
1015	Mon 9/19/2016 2:35 PM	Cody Jess	S. Menaged	Order Denying Reaffirmation Agreement re: Mercedes – Signed	Attorney/Client Communication
1016	Mon 9/19/2016 3:42 PM	Cody Jess	S. Menaged	Confirmation of meeting date between Receiver, counsel, debtor	Attorney/Client Communication
1017	Mon 9/19/2016 4:36 PM	Cody Jess	S. Menaged	Confirmation of meeting date between Receiver, counsel, debtor	Attorney/Client Communication
1018	Mon 9/19/2016 4:42 PM	Cody Jess	S. Menaged	Order Denying Reaffirmation Agreement re: Mercedes – Signed	Attorney/Client Communication
1019	Mon 9/19/2016 4:49 PM	Cody Jess	S. Menaged	Confirmation of meeting date between Receiver, counsel, debtor	Attorney/Client Communication
1020	Mon 9/19/2016 4:50 PM	Cody Jess	S. Menaged	Confirmation of meeting date between Receiver, counsel, debtor	Attorney/Client Communication
1021	Mon 9/19/2016 5:29 PM	Cody Jess	S. Menaged	Copies of Trustee's Motion to Approve Settlement with Receiver RE: Furniture King [DE 120] and Motion for Expedited Hearing [DE 121]	Attorney/Client Communication
1022	Mon 9/19/2016 5:36 PM	Cody Jess	S. Menaged	Copy of Receiver's Motion for Relief re: 9555 E. Raintree Dr. and Notice	Attorney/Client Communication
1023	Mon 9/19/2016 6:25 PM	Cody Jess	S. Menaged	Copy of Receiver's Motion for Relief re: 9555 E. Raintree Dr. and Notice	Attorney/Client Communication
1024	Mon 9/19/2016 6:26 PM	Cody Jess	S. Menaged	Commentary request on counsel for Chittick Estate's request for stipulation for extension of deadline to object to discharge	Attorney/Client Communication
1025	Mon 9/19/2016 6:48 PM	Cody Jess	S. Menaged	Communication request to discuss deadline to object to discharge	Attorney/Client Communication
1026	Tue 9/20/2016 11:20 AM	Cody Jess	S. Menaged	Need to amend Schedule C RE: Security deposit	Attorney/Client Communication
1027	Tue 9/20/2016 11:40 AM	Cody Jess	S. Menaged	Need to amend Schedule C RE: Security deposit	Attorney/Client Communication
1028	Tue 9/20/2016 11:43 AM	Cody Jess	S. Menaged	Need to amend Schedule C RE: Security deposit	Attorney/Client Communication
1029	Tue 9/20/2016 11:44 AM	Cody Jess	S. Menaged	Need to amend Schedule C RE: Security deposit	Attorney/Client Communication
1030	Tue 9/20/2016 2:39 PM	Cody Jess	S. Menaged	Request for delivery of Forbearance Agreement with DenSco	Attorney/Client Communication
1031	Tue 9/20/2016 4:00 PM	Cody Jess	S. Menaged	Discussion RE: Extension of time to file 727 complaint	Attorney/Client Communication
1032	Tue 9/20/2016 4:02 PM	Cody Jess	S. Menaged	Commentary RE: David Beauchamp email to Jeffrey Goulder detailing DenSco's Forbearance Agreement with Menaged companies and its issues	Attorney/Client Communication
1033	Tue 9/20/2016 6:03 PM	Cody Jess	S. Menaged	Copy of Stipulation to Extend Deadline for Filing Section 523 for Chittick	Attorney/Client Communication
1034	Tue 9/20/2016 6:44 PM	Cody Jess	S. Menaged	Response to request for the emailing of reports of payments to family	Attorney/Client Communication
1035	Tue 9/20/2016 7:20 PM	Cody Jess	S. Menaged	Questions to address at upcoming meeting	Attorney/Client Communication
1036	Thu 9/22/2016 6:39 AM	Cody Jess	S. Menaged	Response to request for the emailing of reports of payments to family	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
1037	Thu 9/22/2016 7:47 AM	Cody Jess	S. Menaged	Response to request for the emailing of reports of payments to family	Attorney/Client Communication
1038	Thu 9/22/2016 6:08 PM	Cody Jess	S. Menaged	Response to request for BK filing documents	Attorney/Client Communication
1039	Thu 9/22/2016 6:12 PM	Cody Jess	S. Menaged	Response to request for BK filing documents/Meeting confirmation	Attorney/Client Communication
1040	Thu 9/22/2016 6:13 PM	Cody Jess	S. Menaged	Inquiry into storage containers located on the property of Furniture King	Attorney/Client Communication
1041	Thu 9/22/2016 6:15 PM	Cody Jess	S. Menaged	Response to request for documents detailing loan from Joe Menaged to American Furniture	Attorney/Client Communication
1042	Thu 9/22/2016 6:18 PM	Cody Jess	S. Menaged	Inquiry into storage containers located on the property of Furniture King	Attorney/Client Communication
1043	Thu 9/22/2016 6:19 PM	Cody Jess	S. Menaged	Concerns RE: Information set forth in the Receiver's 2004 Order should be turned over without any concern of confidentiality	Attorney/Client Communication
1044	Thu 9/22/2016 6:22 PM	Cody Jess	S. Menaged	Concerns RE: Information set forth in the Receiver's 2004 Order should be turned over without any concern of confidentiality	Attorney/Client Communication
1045	Thu 9/22/2016 7:38 PM	Cody Jess	S. Menaged	Concerns RE: Information set forth in the Receiver's 2004 Order should be turned over without any concern of confidentiality	Attorney/Client Communication
1046	Fri 9/23/2016 8:33 AM	Cody Jess	S. Menaged	Confirmation of meeting	Attorney/Client Communication
1047	Fri 9/23/2016 8:58 AM	Cody Jess	S. Menaged	Issues regarding Joseph Menaged receiving notices	Attorney/Client Communication
1048	Fri 9/23/2016 9:12 AM	Cody Jess	S. Menaged	Confirmation of meeting	Attorney/Client Communication
1049	Fri 9/23/2016 9:13 AM	Cody Jess	S. Menaged	Confirmation of meeting	Attorney/Client Communication
1050	Fri 9/23/2016 12:14 PM	Jeffrey Goulder	S. Menaged	Response to request for Communication documents between DenSco and Menaged	Attorney/Client Communication
1051	Fri 9/23/2016 3:34 PM	Cody Jess	S. Menaged; Jeffrey Goulder	Response to request for Communication documents between DenSco and Menaged	Attorney/Client Communication
1052	Fri 9/23/2016 5:19 PM	Cody Jess	S. Menaged	Post-meeting remarks and thoughts	Attorney/Client Communication
1053	Fri 9/23/2016 5:23 PM	Cody Jess	S. Menaged	Post-meeting remarks and thoughts	Attorney/Client Communication
1054	Mon 9/26/2016 7:56 AM	Cody Jess	S. Menaged	Remarks to availability status of Menaged for communication	Attorney/Client Communication
1055	Mon 9/26/2016 8:01 AM	Cody Jess	S. Menaged	Remarks to availability status of Menaged for communication	Attorney/Client Communication
1056	Mon 9/26/2016 8:34 AM	Cody Jess	S. Menaged	Remarks to availability status of Menaged for communication	Attorney/Client Communication
1057	Mon 9/26/2016 10:11 AM	Cody Jess	S. Menaged	Request for additional documents	Attorney/Client Communication
1058	Mon 9/26/2016 2:31 PM	Cody Jess	S. Menaged	Request for available dates for 2004 Exam with the Trustee	Attorney/Client Communication
1059	Mon 9/26/2016 3:54 PM	Cody Jess	S. Menaged	Request for available dates for 2004 Exam with the Trustee	Attorney/Client Communication
1060	Mon 9/26/2016 4:01 PM	Cody Jess	S. Menaged	Request for available dates for 2004 Exam with the Trustee	Attorney/Client Communication
1061	Tue 9/27/2016 12:03 PM	Cody Jess	S. Menaged	Issues regarding the Receiver's inventory of Furniture King assets	Attorney/Client Communication
1062	Tue 9/27/2016 12:09 PM	Cody Jess	S. Menaged	Issues regarding the Receiver's inventory of Furniture King assets	Attorney/Client Communication
1063	Tue 9/27/2016 12:11 PM	Cody Jess	S. Menaged	General communication regarding well-being of Menaged's wife	Attorney/Client Communication
1064	Tue 9/27/2016 12:14 PM	Cody Jess	S. Menaged	General communication regarding well-being of Menaged's wife	Attorney/Client Communication
1065	Tue 9/27/2016 1:17 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle	Attorney/Client Communication
1066	Tue 9/27/2016 1:19 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle	Attorney/Client Communication
1067	Tue 9/27/2016 1:48 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle/making payments	Attorney/Client Communication
1068	Tue 9/27/2016 2:44 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle/making payments	Attorney/Client Communication
1069	Tue 9/27/2016 2:47 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle/making payments	Attorney/Client Communication
1070	Tue 9/27/2016 2:48 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle/making payments	Attorney/Client Communication
1071	Tue 9/27/2016 2:51 PM	Cody Jess	S. Menaged	Issues regarding repossession efforts of BMW vehicle/making payments	Attorney/Client Communication
1072	Tue 9/27/2016 3:16 PM	Cody Jess	S. Menaged	Scheduling of inventory pick-up at Auto King	Attorney/Client Communication
1073	Tue 9/27/2016 3:18 PM	Cody Jess	S. Menaged	Request for documents RE: Funding for American Furniture and cancellation of life insurance policy	Attorney/Client Communication
1074	Tue 9/27/2016 4:09 PM	Cody Jess	S. Menaged	Acknowledgement of receiving documents RE: Funding for American Furniture	Attorney/Client Communication
1075	Tue 9/27/2016 4:16 PM	Cody Jess	S. Menaged	Request for documents RE: Cancellation of life insurance policy	Attorney/Client Communication
1076	Tue 9/27/2016 4:39 PM	Cody Jess	S. Menaged	Response to email between DenSco and Menaged	Attorney/Client Communication
1077	Tue 9/27/2016 4:44 PM	Cody Jess	S. Menaged	Request for additional email communication between DenSco and Menaged	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1078	Tue 9/27/2016 4:46 PM	Cody Jess	S. Menaged	Request for additional email communication between DenSco and Menaged	Attorney/Client Communication
1079	Wed 9/28/2016 6:18 AM	Cody Jess	S. Menaged	Response regarding repossession efforts of BMW vehicle	Attorney/Client Communication
1080	Wed 9/28/2016 6:19 AM	Cody Jess	S. Menaged	Response regarding repossession efforts of BMW vehicle	Attorney/Client Communication
1081	Wed 9/28/2016 6:21 AM	Cody Jess	S. Menaged	Response regarding repossession efforts of BMW vehicle	Attorney/Client Communication
1082	Wed 9/28/2016 10:10 AM	Cody Jess	S. Menaged	Response to emails between DenSco and Menaged	Attorney/Client Communication
1083	Wed 9/28/2016 10:47 AM	Cody Jess	S. Menaged	Scheduling of pick-up of computers/phones/devices for forensic mining	Attorney/Client Communication
1084	Wed 9/28/2016 10:47 AM	Cody Jess	S. Menaged	Scheduling of pick-up of computers/phones/devices for forensic mining	Attorney/Client Communication
1085	Wed 9/28/2016 10:51 AM	Cody Jess	S. Menaged	Scheduling of pick-up of computers/phones/devices for forensic mining	Attorney/Client Communication
1086	Wed 9/28/2016 10:53 AM	Cody Jess	S. Menaged	Scheduling of pick-up of computers/phones/devices for forensic mining	Attorney/Client Communication
1087	Wed 9/28/2016 11:23 AM	Cody Jess	S. Menaged	Request/scheduling telephone call to discuss email communication between DenSco and Menaged	Attorney/Client Communication
1088	Wed 9/28/2016 11:25 AM	Cody Jess	S. Menaged	Request/scheduling telephone call to discuss email communication between DenSco and Menaged	Attorney/Client Communication
1089	Wed 9/28/2016 12:46 PM	Cody Jess	S. Menaged	Request for delivery of keys to Goodyear warehouse to Receiver	Attorney/Client Communication
1090	Thu 9/29/2016 8:06 AM	Cody Jess	S. Menaged	Discussion of options for Raintree property for the Trustee	Attorney/Client Communication
1091	Thu 9/29/2016 8:08 AM	Cody Jess	S. Menaged	Scheduling of pick-up of computers/phones/devices for forensic mining	Attorney/Client Communication
1092	Thu 9/29/2016 11:10 AM	Cody Jess	S. Menaged	Request for delivery of keys to Goodyear warehouse to Receiver	Attorney/Client Communication
1093	Thu 9/29/2016 11:14 AM	Cody Jess	S. Menaged	Request for delivery of keys to Goodyear warehouse to Receiver	Attorney/Client Communication
1094	Thu 9/29/2016 11:29 AM	Cody Jess	S. Menaged	Update on picking up personal property and abandonment of Chevelle	Attorney/Client Communication
1095	Thu 9/29/2016 11:30 AM	Cody Jess	S. Menaged	Request for delivery of keys to Goodyear warehouse to Receiver	Attorney/Client Communication
1096	Thu 9/29/2016 11:31 AM	Cody Jess	S. Menaged	Request for delivery of keys to Goodyear warehouse to Receiver	Attorney/Client Communication
1097	Thu 9/29/2016 11:34 AM	Cody Jess	S. Menaged	Scheduling of telephone call	Attorney/Client Communication
1098	Thu 9/29/2016 11:38 AM	Cody Jess	S. Menaged	Discussion of options for Raintree property for the Trustee	Attorney/Client Communication
1099	Thu 9/29/2016 11:39 AM	Cody Jess	S. Menaged	Scheduling of telephone call	Attorney/Client Communication
1100	Thu 9/29/2016 11:40 AM	Cody Jess	S. Menaged	Discussion of options for Raintree property for the Trustee	Attorney/Client Communication
1101	Thu 9/29/2016 4:18 PM	Cody Jess	S. Menaged	Legal advise RE: Signing the Mutual Termination Agreement for Goodyear warehouse	Attorney/Client Communication
1102	Thu 9/29/2016 4:24 PM	Cody Jess	S. Menaged	Legal advise RE: Signing the Mutual Termination Agreement for Goodyear warehouse	Attorney/Client Communication
1103	Thu 9/29/2016 4:32 PM	Cody Jess	S. Menaged	General communication RE: Moving of inventory at Goodyear warehouse	Attorney/Client Communication
1104	Thu 9/29/2016 4:34 PM	Cody Jess	S. Menaged	General communication RE: Moving of inventory at Goodyear warehouse	Attorney/Client Communication
1105	Thu 9/29/2016 4:37 PM	Cody Jess	S. Menaged	Legal advise RE: Signing the Mutual Termination Agreement for Goodyear warehouse	Attorney/Client Communication
1106	Thu 9/29/2016 4:39 PM	Cody Jess	S. Menaged	Copy of Lease Termination Agreement RE: Furniture and Electronic King	Attorney/Client Communication
1107	Thu 9/29/2016 4:39 PM	Cody Jess	S. Menaged	Comments RE: Lease Termination Agreement RE: Furniture and Electronic King	Attorney/Client Communication
1108	Thu 9/29/2016 4:41 PM	Cody Jess	S. Menaged	Comments RE: Lease Termination Agreement RE: Furniture and Electronic King	Attorney/Client Communication
1109	Thu 9/29/2016 4:43 PM	Cody Jess	S. Menaged	Response to inquiry about auction of personal items	Attorney/Client Communication
1110	Fri 9/30/2016 11:46 AM	Cody Jess	S. Menaged	Request for dates and times of 2004 Exams	Attorney/Client Communication
1111	Fri 9/30/2016 11:48 AM	Cody Jess	S. Menaged	Schedule to pick up Chevelle from auction house	Attorney/Client Communication
1112	Fri 9/30/2016 11:51 AM	Cody Jess	S. Menaged	Schedule to pick up Chevelle from auction house	Attorney/Client Communication
1113	Fri 9/30/2016 11:53 AM	Julie Larsen	S. Menaged	Response to request for dates and times of 2004 Exams	Attorney/Client Communication
1114	Mon 10/3/2016 12:06 PM	Cody Jess	S. Menaged	Inquiry into the data mining process for Discovery	Attorney/Client Communication
1115	Mon 10/3/2016 12:08 PM	Cody Jess	S. Menaged	Inquiry into the data mining process for Discovery	Attorney/Client Communication
1116	Tue 10/4/2016 12:12 PM	Cody Jess	S. Menaged	Inquiry into the data mining process for Discovery	Attorney/Client Communication
1117	Tue 10/4/2016 12:13 PM	Cody Jess	S. Menaged	Inquiry into the data mining process for Discovery/Telephone call	Attorney/Client Communication
1118	Tue 10/4/2016 12:23 PM	Cody Jess	S. Menaged	Availability of time for telephone call/meeting	Attorney/Client Communication
1119	Tue 10/4/2016 2:41 PM	Cody Jess	S. Menaged	Availability of time for telephone call/meeting	Attorney/Client Communication
1120	Tue 10/4/2016 2:45 PM	Cody Jess	S. Menaged	Availability of time for telephone call/meeting	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
1121	Tue 10/4/2016 2:46 PM	Cody Jess	S. Menaged	Copy of title report RE: Winter property	Attorney/Client Communication
1122	Wed 10/5/2016 2:03 PM	Cody Jess	S. Menaged	Clarification of Apt # of Raintree property	Attorney/Client Communication
1123	Wed 10/5/2016 3:02 PM	Cody Jess	S. Menaged	RE: Forbearance Agreement - Electra property	Attorney/Client Communication
1124	Wed 10/5/2016 6:04 PM	Cody Jess	S. Menaged	Request for Word version RE: Forbearance Agreement - Electra property	Attorney/Client Communication
1125	Thu 10/6/2016 12:49 PM	Cody Jess	S. Menaged	Out of Office Automatic Reply	Attorney/Client Communication
1126	Thu 10/6/2016 12:52 PM	Cody Jess	S. Menaged	Confirmation for pick-up of cell phone for forensic Discovery	Attorney/Client Communication
1127	Thu 10/6/2016 7:21 PM	Cody Jess	S. Menaged	Confirmation for pick-up of cell phone for forensic Discovery	Attorney/Client Communication
1128	Thu 10/6/2016 7:48 PM	Cody Jess	S. Menaged	Confirmation for pick-up of cell phone for forensic Discovery	Attorney/Client Communication
1129	Thu 10/6/2016 7:49 PM	Cody Jess	S. Menaged	Confirmation for pick-up of cell phone for forensic Discovery	Attorney/Client Communication
1130	Mon 10/10/2016 11:29 AM	Cody Jess	S. Menaged	Inquiry into Menaged's state of mind	Attorney/Client Communication
1131	Mon 10/10/2016 11:59 AM	Cody Jess	S. Menaged	Inquiry into Menaged's state of mind	Attorney/Client Communication
1132	Tue 10/11/2016 9:31 AM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1133	Tue 10/11/2016 9:41 AM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1134	Tue 10/11/2016 12:20 PM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1135	Tue 10/11/2016 12:20 PM	Cody Jess	S. Menaged	Copy of Notice of Lodging Proposed Order Lifting Stay RE: DenSco Investment Corp-Raintree property	Attorney/Client Communication
1136	Tue 10/11/2016 12:22 PM	Cody Jess	S. Menaged	Copy of Order Granting US Bank's Motion for Relief re: 2016 Cadillac Escalade	Attorney/Client Communication
1137	Tue 10/11/2016 12:23 PM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1138	Tue 10/11/2016 12:25 PM	Cody Jess	S. Menaged	Copy of email to Ryan Anderson RE: Request for "paperwork" the receiver sent the landlord at Fiesta Crossing	Attorney/Client Communication
1139	Tue 10/11/2016 12:26 PM	Cody Jess	S. Menaged	Questions regarding Raintree and Winter properties	Attorney/Client Communication
1140	Tue 10/11/2016 12:32 PM	Cody Jess	S. Menaged	Copy of email to Ryan Anderson RE: Issue with not signing Termination Agreement on Goodyear warehouse	Attorney/Client Communication
1141	Tue 10/11/2016 12:37 PM	Cody Jess	S. Menaged	Copy of Order Granting DenSco's Motion for Relief re: 9555 E. Raintree Dr.	Attorney/Client Communication
1142	Tue 10/11/2016 1:00 PM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1143	Tue 10/11/2016 1:05 PM	Cody Jess	S. Menaged	Questions regarding Raintree and Winter properties/Lien positions	Attorney/Client Communication
1144	Tue 10/11/2016 1:08 PM	Cody Jess	S. Menaged	Questions regarding Raintree and Winter properties/Lien positions	Attorney/Client Communication
1145	Tue 10/11/2016 1:09 PM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1146	Tue 10/11/2016 1:17 PM	Cody Jess	S. Menaged	Copy of email to Ryan Anderson RE: "Paperwork" the receiver sent the landlord at Fiesta Crossing	Attorney/Client Communication
1147	Tue 10/11/2016 1:18 PM	Cody Jess	S. Menaged	Notice of Receiver vacating Goodyear warehouse and Lease Termination Agreement can be executed by Menaged	Attorney/Client Communication
1148	Tue 10/11/2016 2:32 PM	Cody Jess	S. Menaged	Request for inquiry into Fiesta Crossing knowledge of American Furniture and start-up capital source	Attorney/Client Communication
1149	Tue 10/11/2016 2:35 PM	Cody Jess	S. Menaged	Further correspondence RE: Fiesta Crossing knowledge of American Furniture and start-up capital source	Attorney/Client Communication
1150	Tue 10/11/2016 2:39 PM	Cody Jess	S. Menaged	Further correspondence RE: Fiesta Crossing knowledge of American Furniture and start-up capital source	Attorney/Client Communication
1151	Tue 10/11/2016 3:20 PM	Cody Jess	S. Menaged	Forward of email with Ryan Anderson RE: Issues with closing of sale on Winter property	Attorney/Client Communication
1152	Tue 10/11/2016 3:21 PM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1153	Tue 10/11/2016 3:44 PM	Cody Jess	S. Menaged	Concerns RE: Forbearance agreement on Electra property	Attorney/Client Communication
1154	Tue 10/11/2016 3:50 PM	Cody Jess	S. Menaged	Request to review trustee's list of jewelry that Debtor wishes to bid on and opening bid, with pictures	Attorney/Client Communication
1155	Tue 10/11/2016 5:50 PM	Cody Jess	S. Menaged	Request to review personal bank account at US Bank which they may have frozen erroneously per Receivership Order	Attorney/Client Communication
1156	Tue 10/11/2016 6:04 PM	Cody Jess	S. Menaged	Response to frozen Menaged's personal US Bank account	Attorney/Client Communication
1157	Tue 10/11/2016 8:49 PM	Cody Jess	S. Menaged	Request for telephone call RE: Jewelry to be auctioned	Attorney/Client Communication
1158	Tue 10/11/2016 9:01 PM	Cody Jess	S. Menaged	Request for telephone call RE: Jewelry to be auctioned and other issues	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1159	Wed 10/12/2016 10:50 AM	Cody Jess	S. Menaged	Communication request scheduling	Attorney/Client Communication
1160	Wed 10/12/2016 11:00 AM	Cody Jess	S. Menaged	Communication request scheduling	Attorney/Client Communication
1161	Wed 10/12/2016 11:05 AM	Cody Jess	S. Menaged	Further correspondence RE: Fiesta Crossing knowledge of American Furniture and start-up capital source	Attorney/Client Communication
1162	Wed 10/12/2016 11:14 AM	Cody Jess	S. Menaged	Further correspondence RE: Fiesta Crossing knowledge of American Furniture and start-up capital source	Attorney/Client Communication
1163	Wed 10/12/2016 12:12 PM	Cody Jess	S. Menaged	Update RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1164	Wed 10/12/2016 2:40 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK	Attorney/Client Communication
1165	Wed 10/12/2016 2:47 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK	Attorney/Client Communication
1166	Wed 10/12/2016 3:30 PM	Cody Jess	S. Menaged	Copy of final version of Lease Termination Agreement Goodyear warehouse	Attorney/Client Communication
1167	Wed 10/12/2016 4:26 PM	Cody Jess	S. Menaged	Concerns RE: Forbearance agreement on Electra property	Attorney/Client Communication
1168	Wed 10/12/2016 4:30 PM	Cody Jess	S. Menaged	Concerns RE: Forbearance agreement on Electra property	Attorney/Client Communication
1169	Wed 10/12/2016 3:37 PM	Cody Jess	S. Menaged	Confirmation of delivered executed Agreement for American Furniture	Attorney/Client Communication
1170	Wed 10/12/2016 4:49 PM	Cody Jess	S. Menaged	Concerns RE: Forbearance agreement on Electra property	Attorney/Client Communication
1171	Wed 10/12/2016 4:56 PM	Cody Jess	S. Menaged	Concerns RE: Forbearance agreement on Electra property	Attorney/Client Communication
1172	Wed 10/12/2016 5:44 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK	Attorney/Client Communication
1173	Wed 10/12/2016 6:10 PM	Cody Jess	S. Menaged	Update request RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1174	Wed 10/12/2016 6:19 PM	Cody Jess	S. Menaged	Update request RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1175	Wed 10/12/2016 6:19 PM	Cody Jess	S. Menaged	Update request RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1176	Wed 10/12/2016 6:26 PM	Cody Jess	S. Menaged	Update RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1177	Wed 10/12/2016 6:31 PM	Cody Jess	S. Menaged	Update RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1178	Wed 10/12/2016 6:41 PM	Cody Jess	S. Menaged	Update RE: Trustee's list of jewelry that Debtor wishes to bid on	Attorney/Client Communication
1179	Thu 10/13/2016 11:08 AM	Cody Jess	S. Menaged	Response to request to attempt communication with John Lotardo	Attorney/Client Communication
1180	Thu 10/13/2016 11:07 AM	Cody Jess	S. Menaged	Confidentiality Agreement RE: Cell phone pick up	Attorney/Client Communication
1181	Thu 10/13/2016 11:07 AM	Cody Jess	S. Menaged	Response to communication request RE: 2004 Exam preparation	Attorney/Client Communication
1182	Thu 10/13/2016 2:05 PM	Cody Jess	S. Menaged	Scheduling for communication RE: 2004 Exam preparation	Attorney/Client Communication
1183	Thu 10/13/2016 3:10 PM	Cody Jess	S. Menaged	Scheduling for communication RE: 2004 Exam preparation	Attorney/Client Communication
1184	Thu 10/13/2016 3:56 PM	Cody Jess	S. Menaged	Response to request to attempt communication with John Lotardo	Attorney/Client Communication
1185	Thu 10/13/2016 4:19 PM	Cody Jess	S. Menaged	Response to request to attempt communication with John Lotardo	Attorney/Client Communication
1186	Thu 10/13/2016 5:26 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK	Attorney/Client Communication
1187	Fri 10/14/2016 8:12 AM	Cody Jess	S. Menaged	Reply to inquiry into pick up of inventory at Auto King	Attorney/Client Communication
1188	Sun 10/16/2016 8:46 AM	Cody Jess	S. Menaged	Acknowledgement of receipt of loan documents RE: Joseph Menaged as lender	Attorney/Client Communication
1189	Sun 10/16/2016 9:04 AM	Cody Jess	S. Menaged	Issues RE: Loan documents-Joseph Menaged as lender	Attorney/Client Communication
1190	Sun 10/16/2016 9:05 AM	Cody Jess	S. Menaged	Issues RE: Loan documents-Joseph Menaged as lender	Attorney/Client Communication
1191	Sun 10/16/2016 3:29 PM	Cody Jess	S. Menaged	Update on pick up of inventory at Auto King	Attorney/Client Communication
1192	Sun 10/16/2016 3:38 PM	Cody Jess	S. Menaged	Issues RE: Loan documents RE: Joseph Menaged as lender	Attorney/Client Communication
1193	Mon 10/17/2016 9:37 AM	Cody Jess	S. Menaged	Update RE: Loan documents RE: Joseph Menaged as lender	Attorney/Client Communication
1194	Mon 10/17/2016 9:40 AM	Cody Jess	S. Menaged	Copies of UCC-1, Security Agreement, Promissory Note and bank statement RE: Joseph Menaged loan to American Furniture	Attorney/Client Communication
1195	Mon 10/17/2016 10:15 AM	Cody Jess	S. Menaged	Update RE: Joseph Menaged loan to American Furniture	Attorney/Client Communication
1196	Mon 10/17/2016 11:17 AM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1197	Mon 10/17/2016 11:21 AM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1198	Mon 10/17/2016 11:31 AM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication
1199	Mon 10/17/2016 11:32 AM	Cody Jess	S. Menaged	Rescheduling of cell phone pick up for forensic Discovery	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPT(S)	SUBJECT	PRIVILEGE
1200	Mon 10/17/2016 11:47 AM	Julie Larsen	S. Menaged	Copy of Notice of Trustee Sale-Jewelry and watches	Attorney/Client Communication
1201	Mon 10/17/2016 1:32 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1202	Mon 10/17/2016 1:34 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1203	Mon 10/17/2016 1:48 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1204	Mon 10/17/2016 2:18 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1205	Mon 10/17/2016 2:24 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1206	Mon 10/17/2016 2:25 PM	Cody Jess	S. Menaged	Copies of filed documents RE: Auction of assets from Auto King	Attorney/Client Communication
1207	Mon 10/17/2016 2:26 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1208	Mon 10/17/2016 2:31 PM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1209	Mon 10/17/2016 5:21 PM	Cody Jess	S. Menaged	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1210	Mon 10/17/2016 5:30 PM	Cody Jess	S. Menaged	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1211	Mon 10/17/2016 5:33 PM	Cody Jess	S. Menaged	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1212	Tue 10/18/2016 9:21 AM	Cody Jess	S. Menaged	Communications regarding American Furniture involvement in real estate transactions in lieu of Menaged's BK and FATCO	Attorney/Client Communication
1213	Tue 10/18/2016 10:44 AM	Cody Jess	S. Menaged	Response to inquiry about final electric bill for 59th ave and bell store	Attorney/Client Communication
1214	Tue 10/18/2016 3:17 PM	Cody Jess	S. Menaged	Copy of Lease Assumption Agreement with Daimler	Attorney/Client Communication
1215	Tue 10/18/2016 3:35 PM	Cody Jess	S. Menaged	Response to inquiry RE: Lease Assumption Agreement with Daimler	Attorney/Client Communication
1216	Tue 10/18/2016 3:44 PM	Cody Jess	S. Menaged	Confirmation of pre 2004 Exam meeting	Attorney/Client Communication
1217	Tue 10/18/2016 3:48 PM	Cody Jess	S. Menaged	Confirmation of pre 2004 Exam meeting and general comments	Attorney/Client Communication
1218	Tue 10/18/2016 3:53 PM	Cody Jess	S. Menaged	Confirmation of pre 2004 Exam meeting and general comments	Attorney/Client Communication
1219	Tue 10/18/2016 3:57 PM	Cody Jess	S. Menaged	Confirmation of pre 2004 Exam meeting and general comments	Attorney/Client Communication
1220	Tue 10/18/2016 4:02 PM	Cody Jess	S. Menaged	Confirmation of pre 2004 Exam meeting and general comments	Attorney/Client Communication
1221	Tue 10/18/2016 4:19 PM	Cody Jess	S. Menaged	Confirmation of pre 2004 Exam meeting and general comments	Attorney/Client Communication
1222	Tue 10/18/2016 4:40 PM	Cody Jess	S. Menaged	Questions concerning the US Trustee not requesting documents for 2004 Exam	Attorney/Client Communication
1223	Tue 10/18/2016 4:42 PM	Cody Jess	S. Menaged	Questions concerning the US Trustee not requesting documents for 2004 Exam	Attorney/Client Communication
1224	Wed 10/19/2016 8:43 AM	Julie Larsen	S. Menaged	Copy of executed Lease Assumption Agreement-Daimler Trust	Attorney/Client Communication
1225	Wed 10/19/2016 10:57 AM	Cody Jess	S. Menaged	Scheduling for Arizona Auction to pick up items from Menaged's residence	Attorney/Client Communication
1226	Wed 10/19/2016 11:42 AM	Cody Jess	S. Menaged	Request for clarification on which email client Menaged used	Attorney/Client Communication
1227	Wed 10/19/2016 12:54 PM	Cody Jess	Clark Derrick	Discussion about Receiver's 2004 Exam	Attorney/Client Communication
1228	Wed 10/19/2016 1:06 PM	Cody Jess	S. Menaged	Contact info for Gary & Coralee Thompson	Attorney/Client Communication
1229	Wed 10/19/2016 2:19 PM	Cody Jess	S. Menaged	Issues with counsel for the Chittick Estate attending the 2004 Exam	Attorney/Client Communication
	Wed 10/19/2016 2:22 PM	Cody Jess	S. Menaged	Issues with counsel for the Chittick Estate attending the 2004 Exam	Attorney/Client Communication
1230	Wed 10/19/2016 2:52 PM	Cody Jess	S. Menaged	Issues with counsel for the Chittick Estate attending the 2004 Exam	Attorney/Client Communication
1231	Wed 10/19/2016 3:00 PM	Cody Jess	S. Menaged	Issues with counsel for the Chittick Estate attending the 2004 Exam	Attorney/Client Communication
1232	Wed 10/19/2016 6:05 PM	Cody Jess	S. Menaged	Discussion RE: Upcoming 2004 Exam	Attorney/Client Communication
1233	Wed 10/19/2016 6:26 PM	Cody Jess	S. Menaged	Analysis after reviewing Goulder's documents involving Miller and DenSco	Attorney/Client Communication
1234	Wed 10/19/2016 6:36 PM	Cody Jess	S. Menaged	Discussion RE: Upcoming 2004 Exam	Attorney/Client Communication
1235	Thu 10/20/2016 8:08 AM	S. Menaged	Cody Jess	Update on cell phone pick-up for forensic discovery	Attorney/Client Communication
1236	Thu 10/20/2016 8:08 AM	S. Menaged	Cody Jess	Update on cell phone pick-up for forensic discovery	Attorney/Client Communication
1237	Thu 10/20/2016 8:08 AM	S. Menaged	Cody Jess	Update on cell phone pick-up for forensic discovery	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1238	Thu 10/20/2016 8:25 AM	Cody Jess	S. Menaged	Update on cell phone pick-up for forensic discovery	Attorney/Client Communication
1239	Thu 10/20/2016 12:52 PM	Cody Jess	S. Menaged	Update on data transfer from cell phone	Attorney/Client Communication
1240	Thu 10/20/2016 6:33 PM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1241	Thu 10/20/2016 6:33 PM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1242	Thu 10/20/2016 6:33 PM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1243	Thu 10/20/2016 6:35 PM	Cody Jess	S. Menaged	Reply to post 2004 Exam thoughts and comments	Attorney/Client Communication
1244	Thu 10/20/2016 6:41 PM	S. Menaged	Cody Jess	Update on data transfer from cell phone	Attorney/Client Communication
1245	Thu 10/20/2016 6:41 PM	S. Menaged	Cody Jess	Update on data transfer from cell phone	Attorney/Client Communication
1246	Thu 10/20/2016 6:41 PM	S. Menaged	Cody Jess	Update on data transfer from cell phone	Attorney/Client Communication
1247	Fri 10/21/2016 6:40 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1248	Fri 10/21/2016 6:40 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1249	Fri 10/21/2016 6:40 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1250	Fri 10/21/2016 6:44 AM	Cody Jess	S. Menaged	Reply to post 2004 Exam thoughts and comments	Attorney/Client Communication
1251	Fri 10/21/2016 7:01 AM	Cody Jess	S. Menaged	Reply to communication request	Attorney/Client Communication
1252	Fri 10/21/2016 7:09 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1253	Fri 10/21/2016 7:09 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1254	Fri 10/21/2016 7:09 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1255	Fri 10/21/2016 7:11 AM	S. Menaged	Cody Jess	Reply to communication request	Attorney/Client Communication
1256	Fri 10/21/2016 7:11 AM	S. Menaged	Cody Jess	Reply to communication request	Attorney/Client Communication
1257	Fri 10/21/2016 7:11 AM	S. Menaged	Cody Jess	Reply to communication request	Attorney/Client Communication
1258	Fri 10/21/2016 7:29 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1259	Fri 10/21/2016 7:29 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1260	Fri 10/21/2016 7:29 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1261	Fri 10/21/2016 8:20 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1262	Fri 10/21/2016 8:20 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1263	Fri 10/21/2016 8:20 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1264	Fri 10/21/2016 8:56 AM	Cody Jess	S. Menaged	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1265	Fri 10/21/2016 9:00 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1266	Fri 10/21/2016 9:00 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1267	Fri 10/21/2016 9:00 AM	S. Menaged	Cody Jess	Post 2004 Exam thoughts and comments	Attorney/Client Communication
1268	Fri 10/21/2016 9:16 AM	Cody Jess	S. Menaged	Scheduling for meeting with Jess, Menaged and Goldberg	Attorney/Client Communication
1269	Fri 10/21/2016 9:55 AM	S. Menaged	Cody Jess	Request for telephone call	Attorney/Client Communication
1270	Fri 10/21/2016 9:55 AM	S. Menaged	Cody Jess	Request for telephone call	Attorney/Client Communication
1271	Fri 10/21/2016 9:55 AM	S. Menaged	Cody Jess	Request for telephone call	Attorney/Client Communication
1272	Fri 10/21/2016 2:19 PM	Cody Jess	S. Menaged	Request for password and login	Attorney/Client Communication
1273	Fri 10/21/2016 2:23 PM	Cody Jess	S. Menaged	Request for password and login	Attorney/Client Communication
1274	Fri 10/21/2016 2:28 PM	S. Menaged	Cody Jess	Scheduling of meeting to discuss post 2004 Exam issues	Attorney/Client Communication
1275	Fri 10/21/2016 2:28 PM	S. Menaged	Cody Jess	Scheduling of meeting to discuss post 2004 Exam issues	Attorney/Client Communication
1276	Fri 10/21/2016 2:28 PM	S. Menaged	Cody Jess	Scheduling of meeting to discuss post 2004 Exam issues	Attorney/Client Communication
1277	Fri 10/21/2016 2:29 PM	Cody Jess	S. Menaged	Scheduling of meeting to discuss post 2004 Exam issues	Attorney/Client Communication
1278	Fri 10/21/2016 2:33 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1279	Fri 10/21/2016 2:33 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1280	Fri 10/21/2016 2:33 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1281	Fri 10/21/2016 2:33 PM	Cody Jess	S. Menaged	Password and login information	Attorney/Client Communication
1282	Fri 10/21/2016 2:36 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1283	Fri 10/21/2016 2:36 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1284	Fri 10/21/2016 2:36 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1285	Fri 10/21/2016 2:37 PM	Cody Jess	S. Menaged	Password and login information	Attorney/Client Communication
1286	Fri 10/21/2016 2:41 PM	Cody Jess	S. Menaged	Password and login information	Attorney/Client Communication
1287	Fri 10/21/2016 2:41 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1288	Fri 10/21/2016 2:41 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1289	Fri 10/21/2016 2:41 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1290	Fri 10/21/2016 2:42 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1291	Fri 10/21/2016 2:42 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1292	Fri 10/21/2016 2:42 PM	S. Menaged	Cody Jess	Password and login information	Attorney/Client Communication
1293	Fri 10/21/2016 2:42 PM	Cody Jess	S. Menaged	Request for clarification of earlier email	Attorney/Client Communication
1294	Fri 10/21/2016 2:43 PM	Cody Jess	S. Menaged	Password and login information	Attorney/Client Communication
1295	Fri 10/21/2016 2:44 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1296	Fri 10/21/2016 2:44 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1297	Fri 10/21/2016 2:44 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1298	Fri 10/21/2016 2:46 PM	Cody Jess	S. Menaged	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1299	Fri 10/21/2016 3:00 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1300	Fri 10/21/2016 3:00 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1301	Fri 10/21/2016 3:00 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1302	Fri 10/21/2016 3:01 PM	Cody Jess	S. Menaged	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1303	Fri 10/21/2016 3:24 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1304	Fri 10/21/2016 3:24 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1305	Fri 10/21/2016 3:24 PM	S. Menaged	Cody Jess	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1306	Fri 10/21/2016 4:09 PM	Cody Jess	S. Menaged	Discussion about meeting with Joseph Menaged	Attorney/Client Communication
1307	Fri 10/21/2016 5:37 PM	Cody Jess	S. Menaged	Update on communication with Trustee's counsel	Attorney/Client Communication
1308	Fri 10/21/2016 5:37 PM	Cody Jess	S. Menaged	Request for approval to file extension to object to discharge	Attorney/Client Communication
1309	Fri 10/21/2016 5:46 PM	Cody Jess	S. Menaged	Request for approval to file extension to object to discharge	Attorney/Client Communication
1310	Fri 10/21/2016 5:47 PM	Cody Jess	S. Menaged	Comments RE: Recording admissibly	Attorney/Client Communication
1311	Fri 10/21/2016 5:54 PM	S. Menaged	Cody Jess	Update on communication with Trustee's counsel	Attorney/Client Communication
1312	Fri 10/21/2016 5:54 PM	S. Menaged	Cody Jess	Update on communication with Trustee's counsel	Attorney/Client Communication
1313	Fri 10/21/2016 5:54 PM	S. Menaged	Cody Jess	Update on communication with Trustee's counsel	Attorney/Client Communication
1314	Fri 10/21/2016 5:55 PM	Cody Jess	S. Menaged	Update on communication with Trustee's counsel	Attorney/Client Communication
1315	Fri 10/21/2016 5:56 PM	S. Menaged	Cody Jess	Update on communication with Trustee's counsel	Attorney/Client Communication
1316	Fri 10/21/2016 5:56 PM	S. Menaged	Cody Jess	Update on communication with Trustee's counsel	Attorney/Client Communication
1317	Fri 10/21/2016 5:56 PM	S. Menaged	Cody Jess	Update on communication with Trustee's counsel	Attorney/Client Communication
1318	Sat 10/22/2016 12:53 PM	Cody Jess	Joseph Menaged	Follow up post meeting with contact info for Patrick Clisham	Attorney/Client Communication
1319	Sat 10/22/2016 12:53 PM	Cody Jess	S. Menaged	Request for approval to file extension to object to discharge	Attorney/Client Communication
1320	Sat 10/22/2016 1:05 PM	S. Menaged	Cody Jess	Approval for extension to objection to discharge	Attorney/Client Communication
1321	Sat 10/22/2016 1:05 PM	S. Menaged	Cody Jess	Approval for extension to objection to discharge	Attorney/Client Communication
1322	Sat 10/22/2016 1:05 PM	S. Menaged	Cody Jess	Approval for extension to objection to discharge	Attorney/Client Communication
1323	Sat 10/22/2016 1:06 PM	Cody Jess	S. Menaged	Approval for extension to objection to discharge	Attorney/Client Communication
1324	Sat 10/22/2016 1:06 PM	Cody Jess	S. Menaged	Approval for extension to objection to discharge	Attorney/Client Communication
1325	Sat 10/22/2016 2:15 PM	Cody Jess	S. Menaged	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1326	Sat 10/22/2016 2:41 PM	S. Menaged	Cody Jess	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1327	Sat 10/22/2016 2:41 PM	S. Menaged	Cody Jess	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1328	Sat 10/22/2016 2:41 PM	S. Menaged	Cody Jess	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1329	Sat 10/22/2016 2:55 PM	S. Menaged	Cody Jess	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1330	Sat 10/22/2016 2:55 PM	S. Menaged	Cody Jess	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1331	Sat 10/22/2016 2:55 PM	S. Menaged	Cody Jess	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1332	Sat 10/22/2016 3:38 PM	Cody Jess	S. Menaged	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1333	Sat 10/22/2016 3:38 PM	Cody Jess	S. Menaged	Update RE: Forbearance Agreement for Electra property	Attorney/Client Communication
1334	Sat 10/22/2016 3:52 PM	S. Menaged	Cody Jess	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1335	Sat 10/22/2016 3:52 PM	S. Menaged	Cody Jess	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1336	Sat 10/22/2016 3:52 PM	S. Menaged	Cody Jess	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1337	Sat 10/22/2016 4:46 PM	Cody Jess	S. Menaged	Comments post meeting with Joseph Menaged	Attorney/Client Communication
1338	Mon 10/24/2016 6:48 AM	S. Menaged	Cody Jess	Inquiry into the abandonment of jewelry and the Electra property	Attorney/Client Communication
1339	Mon 10/24/2016 6:48 AM	S. Menaged	Cody Jess	Inquiry into the abandonment of jewelry and the Electra property	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPIENT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1340	Mon 10/24/2016 6:48 AM	S. Menaged	Cody Jess	Inquiry into the abandonment of jewelry and the Electra property	Attorney/Client Communication
1341	Mon 10/24/2016 9:04 AM	Cody Jess	S. Menaged	Response to inquiry about abandonment of jewelry and Electra	Attorney/Client Communication
1342	Mon 10/24/2016 9:08 AM	S. Menaged	Cody Jess	Inquiry into the abandonment of jewelry and the Electra property	Attorney/Client Communication
1343	Mon 10/24/2016 9:08 AM	S. Menaged	Cody Jess	Inquiry into the abandonment of jewelry and the Electra property	Attorney/Client Communication
1344	Mon 10/24/2016 9:08 AM	S. Menaged	Cody Jess	Inquiry into the abandonment of jewelry and the Electra property	Attorney/Client Communication
1345	Mon 10/24/2016 9:49 AM	S. Menaged	Cody Jess	Update on the pick-up of inventory from Auto King	Attorney/Client Communication
1346	Mon 10/24/2016 9:49 AM	S. Menaged	Cody Jess	Update on the pick-up of inventory from Auto King	Attorney/Client Communication
1347	Mon 10/24/2016 9:49 AM	S. Menaged	Cody Jess	Update on the pick-up of inventory from Auto King	Attorney/Client Communication
1348	Mon 10/24/2016 9:53 AM	Cody Jess	S. Menaged	Update on the pick-up of inventory from Auto King	Attorney/Client Communication
1349	Mon 10/24/2016 10:47 AM	Cody Jess	S. Menaged	Confirmation of telephone call	Attorney/Client Communication
1350	Mon 10/24/2016 10:52 AM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1351	Mon 10/24/2016 10:52 AM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1352	Mon 10/24/2016 10:52 AM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1353	Mon 10/24/2016 11:01 AM	Cody Jess	S. Menaged	Confirmation of telephone call	Attorney/Client Communication
1354	Mon 10/24/2016 11:02 AM	Cody Jess	S. Menaged	Notification of Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1355	Mon 10/24/2016 11:15 AM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1356	Mon 10/24/2016 11:15 AM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1357	Mon 10/24/2016 11:15 AM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1358	Mon 10/24/2016 11:26 AM	Cody Jess	S. Menaged	Confirmation of telephone call	Attorney/Client Communication
1359	Mon 10/24/2016 11:31 AM	S. Menaged	Cody Jess	Response to notification of Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1360	Mon 10/24/2016 11:31 AM	S. Menaged	Cody Jess	Response to notification of Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1361	Mon 10/24/2016 11:31 AM	S. Menaged	Cody Jess	Response to notification of Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1362	Mon 10/24/2016 12:38 PM	Cody Jess	S. Menaged	Confirmation of telephone call	Attorney/Client Communication
1363	Mon 10/24/2016 1:18 PM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1364	Mon 10/24/2016 1:18 PM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1365	Mon 10/24/2016 1:18 PM	S. Menaged	Cody Jess	Confirmation of telephone call	Attorney/Client Communication
1366	Mon 10/24/2016 4:05 PM	Cody Jess	S. Menaged	Comments RE: Inventory from Auto King	Attorney/Client Communication
1367	Mon 10/24/2016 4:13 PM	S. Menaged	Cody Jess	Comments RE: Inventory from Auto King	Attorney/Client Communication
1368	Mon 10/24/2016 4:13 PM	S. Menaged	Cody Jess	Comments RE: Inventory from Auto King	Attorney/Client Communication
1369	Mon 10/24/2016 4:13 PM	S. Menaged	Cody Jess	Comments RE: Inventory from Auto King	Attorney/Client Communication
1370	Mon 10/24/2016 4:15 PM	Cody Jess	S. Menaged	Comments RE: Inventory from Auto King	Attorney/Client Communication
1371	Mon 10/24/2016 4:21 PM	Cody Jess	S. Menaged	Response to Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1372	Mon 10/24/2016 4:25 PM	S. Menaged	Cody Jess	Comments on response to Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1373	Mon 10/24/2016 4:25 PM	S. Menaged	Cody Jess	Comments on response to Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1374	Mon 10/24/2016 4:25 PM	S. Menaged	Cody Jess	Comments on response to Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1375	Mon 10/24/2016 4:28 PM	Cody Jess	S. Menaged	Comments on response to Denny Chittick Estate's request to be granted 523 objection deadline	Attorney/Client Communication
1376	Mon 10/24/2016 4:28 PM	Julie Larsen	S. Menaged	Copy of letter sent to Ryan Anderson containing bank statements	Attorney/Client Communication
1377	Mon 10/24/2016 4:59 PM	Cody Jess	KJ Kuchta; Ryan Anderson	Update on login and password for forensic discovery	Attorney/Client Communication
1378	Mon 10/24/2016 5:03 PM	S. Menaged	Cody Jess	Inquiry into the company, Ingrassia	Attorney/Client Communication
1379	Mon 10/24/2016 5:03 PM	S. Menaged	Cody Jess	Inquiry into the company, Ingrassia	Attorney/Client Communication
1380	Mon 10/24/2016 5:03 PM	S. Menaged	Cody Jess	Inquiry into the company, Ingrassia	Attorney/Client Communication
1381	Mon 10/24/2016 5:04 PM	Cody Jess	S. Menaged	Request to create a temporary login and password	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1382	Mon 10/24/2016 5:04 PM	Cody Jess	S. Menaged	Explanation of Ingrassia	Attorney/Client Communication
1383	Mon 10/24/2016 5:13 PM	S. Menaged	Cody Jess	Response to explanation of Ingrassia	Attorney/Client Communication
1384	Mon 10/24/2016 5:13 PM	S. Menaged	Cody Jess	Response to explanation of Ingrassia	Attorney/Client Communication
1385	Mon 10/24/2016 5:13 PM	S. Menaged	Cody Jess	Response to explanation of Ingrassia	Attorney/Client Communication
1386	Mon 10/24/2016 5:13 PM	Cody Jess	S. Menaged	Response to explanation of Ingrassia	Attorney/Client Communication
1387	Mon 10/24/2016 5:21 PM	Cody Jess	S. Menaged	Timeline of forensic discovery process for computers	Attorney/Client Communication
1388	Mon 10/24/2016 5:24 PM	S. Menaged	Cody Jess	Response to explanation of Ingrassia	Attorney/Client Communication
1389	Mon 10/24/2016 5:24 PM	S. Menaged	Cody Jess	Response to explanation of Ingrassia	Attorney/Client Communication
1390	Mon 10/24/2016 5:24 PM	S. Menaged	Cody Jess	Response to explanation of Ingrassia	Attorney/Client Communication
1391	Mon 10/24/2016 5:25 PM	S. Menaged	Cody Jess	Response to timeline of forensic discovery process for computers	Attorney/Client Communication
1392	Mon 10/24/2016 5:25 PM	S. Menaged	Cody Jess	Response to timeline of forensic discovery process for computers	Attorney/Client Communication
1393	Mon 10/24/2016 5:25 PM	S. Menaged	Cody Jess	Response to timeline of forensic discovery process for computers	Attorney/Client Communication
1394	Mon 10/24/2016 5:26 PM	S. Menaged	Cody Jess	Update RE: Temporary login and password	Attorney/Client Communication
1395	Mon 10/24/2016 5:26 PM	S. Menaged	Cody Jess	Update RE: Temporary login and password	Attorney/Client Communication
1396	Mon 10/24/2016 5:26 PM	S. Menaged	Cody Jess	Update RE: Temporary login and password	Attorney/Client Communication
1397	Mon 10/24/2016 6:21 PM	S. Menaged	Cody Jess	Menaged's search results of prosecuted cases by the Department of Justice and his optimism	Attorney/Client Communication
1398	Mon 10/24/2016 6:21 PM	S. Menaged	Cody Jess	Menaged's search results of prosecuted cases by the Department of Justice and his optimism	Attorney/Client Communication
1399	Mon 10/24/2016 6:21 PM	S. Menaged	Cody Jess	Menaged's search results of prosecuted cases by the Department of Justice and his optimism	Attorney/Client Communication
1400	Mon 10/24/2016 6:59 PM	Cody Jess	S. Menaged	Response to Menaged's Department of Justice research	Attorney/Client Communication
1401	Mon 10/24/2016 7:00 PM	S. Menaged	Cody Jess	Response to Cody Jess' comments on the DOJ research	Attorney/Client Communication
1402	Mon 10/24/2016 7:00 PM	S. Menaged	Cody Jess	Response to Cody Jess' comments on the DOJ research	Attorney/Client Communication
1403	Mon 10/24/2016 7:00 PM	S. Menaged	Cody Jess	Response to Cody Jess' comments on the DOJ research	Attorney/Client Communication
1404	Mon 10/24/2016 7:01 PM	Cody Jess	S. Menaged	Update RE: Temporary login and password	Attorney/Client Communication
1405	Mon 10/24/2016 7:01 PM	Cody Jess	S. Menaged	Response to timeline of forensic discovery process for computers	Attorney/Client Communication
1406	Tue 10/25/2016 6:51 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1407	Tue 10/25/2016 6:51 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1408	Tue 10/25/2016 6:51 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1409	Tue 10/25/2016 9:26 AM	Cody Jess	S. Menaged	Response to probate case question	Attorney/Client Communication
1410	Tue 10/25/2016 9:27 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1411	Tue 10/25/2016 9:27 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1412	Tue 10/25/2016 9:27 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1413	Tue 10/25/2016 9:33 AM	Cody Jess	S. Menaged	Response to probate case question	Attorney/Client Communication
1414	Tue 10/25/2016 9:34 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1415	Tue 10/25/2016 9:34 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1416	Tue 10/25/2016 9:34 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1417	Tue 10/25/2016 9:38 AM	Cody Jess	S. Menaged	Response to probate case question	Attorney/Client Communication
1418	Tue 10/25/2016 9:51 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1419	Tue 10/25/2016 9:51 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1420	Tue 10/25/2016 9:51 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1421	Tue 10/25/2016 10:23 AM	Cody Jess	S. Menaged	Update RE: Login and password; Forensic discovery process	Attorney/Client Communication
1422	Tue 10/25/2016 10:24 AM	Cody Jess	S. Menaged	Response to probate case question	Attorney/Client Communication
1423	Tue 10/25/2016 10:36 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1424	Tue 10/25/2016 10:36 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1425	Tue 10/25/2016 10:36 AM	S. Menaged	Cody Jess	Question regarding "Disallowance" in the Chittick Estate probate case	Attorney/Client Communication
1426	Tue 10/25/2016 12:13 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1427	Tue 10/25/2016 12:13 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1428	Tue 10/25/2016 12:13 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication

**Yomtov Scott Managed - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPIENT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1429	Tue 10/25/2016 12:20 PM	Cody Jess	S. Menaged	Response to request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1430	Tue 10/25/2016 12:26 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1431	Tue 10/25/2016 12:26 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1432	Tue 10/25/2016 12:26 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1433	Tue 10/25/2016 12:27 PM	Cody Jess	S. Menaged	Response to request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1434	Tue 10/25/2016 12:28 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1435	Tue 10/25/2016 12:28 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1436	Tue 10/25/2016 12:28 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1437	Tue 10/25/2016 12:28 PM	Cody Jess	S. Menaged	Response to request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1438	Tue 10/25/2016 12:29 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1439	Tue 10/25/2016 12:29 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1440	Tue 10/25/2016 12:29 PM	S. Menaged	Cody Jess	Request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1441	Tue 10/25/2016 12:52 PM	Cody Jess	S. Menaged	Response to request for changes to Forbearance Agreement-Electra property	Attorney/Client Communication
1442	Tue 10/25/2016 1:26 PM	Cody Jess	S. Menaged	Copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1443	Tue 10/25/2016 1:28 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1444	Tue 10/25/2016 1:28 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1445	Tue 10/25/2016 1:28 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1446	Tue 10/25/2016 1:29 PM	Cody Jess	S. Menaged	Explanation of why Proof of Claim was filed	Attorney/Client Communication
1447	Tue 10/25/2016 1:30 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1448	Tue 10/25/2016 1:30 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1449	Tue 10/25/2016 1:30 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1450	Tue 10/25/2016 1:30 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1451	Tue 10/25/2016 1:30 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1452	Tue 10/25/2016 1:30 PM	S. Menaged	Cody Jess	Response to copy of Proof of Claim filed by Wynn Resorts	Attorney/Client Communication
1453	Tue 10/25/2016 1:30 PM	Cody Jess	S. Menaged	Question about Wynn Resort's marker policy	Attorney/Client Communication
1454	Tue 10/25/2016 1:31 PM	S. Menaged	Cody Jess	Response to question about Wynn casino's marker policy	Attorney/Client Communication
1455	Tue 10/25/2016 1:31 PM	S. Menaged	Cody Jess	Response to question about Wynn casino's marker policy	Attorney/Client Communication
1456	Tue 10/25/2016 1:31 PM	S. Menaged	Cody Jess	Response to question about Wynn casino's marker policy	Attorney/Client Communication
1457	Tue 10/25/2016 1:33 PM	S. Menaged	Cody Jess	Comment on Wynn Resorts filed Proof of Claim	Attorney/Client Communication
1458	Tue 10/25/2016 1:33 PM	S. Menaged	Cody Jess	Comment on Wynn Resorts filed Proof of Claim	Attorney/Client Communication
1459	Tue 10/25/2016 1:33 PM	S. Menaged	Cody Jess	Comment on Wynn Resorts filed Proof of Claim	Attorney/Client Communication
1460	Tue 10/25/2016 1:34 PM	Cody Jess	S. Menaged	Response to question about Wynn casino's marker policy	Attorney/Client Communication
1461	Tue 10/25/2016 1:35 PM	Cody Jess	S. Menaged	Comment on Wynn Resorts filed Proof of Claim	Attorney/Client Communication
1462	Tue 10/25/2016 3:37 PM	Cody Jess	S. Menaged	Notification of a call request from Clark Derrick concerning the UST 11/3 deposition	Attorney/Client Communication
1463	Tue 10/25/2016 3:49 PM	S. Menaged	Cody Jess	Reply to request for telephone call with Clark Derrick	Attorney/Client Communication
1464	Tue 10/25/2016 3:49 PM	S. Menaged	Cody Jess	Reply to request for telephone call with Clark Derrick	Attorney/Client Communication
1465	Tue 10/25/2016 3:49 PM	S. Menaged	Cody Jess	Reply to request for telephone call with Clark Derrick	Attorney/Client Communication
1466	Tue 10/25/2016 4:01 PM	Cody Jess	S. Menaged	Comments regarding taking the 5th at all depositions	Attorney/Client Communication
1467	Tue 10/25/2016 4:01 PM	Cody Jess	S. Menaged	Copy of Trustee's Notice of Intent to Abandon 9331 E. Electra Ln.	Attorney/Client Communication
1468	Tue 10/25/2016 4:07 PM	S. Menaged	Cody Jess	Discussion on obtaining copy of depositions to Clark Derrick	Attorney/Client Communication
1469	Tue 10/25/2016 4:07 PM	S. Menaged	Cody Jess	Discussion on obtaining copy of depositions to Clark Derrick	Attorney/Client Communication
1470	Tue 10/25/2016 4:07 PM	S. Menaged	Cody Jess	Discussion on obtaining copy of depositions to Clark Derrick	Attorney/Client Communication
1471	Tue 10/25/2016 4:51 PM	S. Menaged	Cody Jess	Discussion on obtaining audio recording and documents in the possession of the Receiver	Attorney/Client Communication
1472	Tue 10/25/2016 4:51 PM	S. Menaged	Cody Jess	Discussion on obtaining audio recording and documents in the possession of the Receiver	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

NUMBER	DATE	SENDER(S)	RECEIPIENT(S)	SUBJECT	PRIVILEGE
1473	Tue 10/25/2016 4:51 PM	S. Menaged	Cody Jess	Discussion on obtaining audio recording and documents in the possession of the Receiver	Attorney/Client Communication
1474	Tue 10/25/2016 4:53 PM	Cody Jess	S. Menaged	Clark Derrick's concern with Menaged testifying moving forward	Attorney/Client Communication
1475	Tue 10/25/2016 4:58 PM	Cody Jess	S. Menaged	Forward of email to Ryan Anderson requesting documents in the Receiver's possession	Attorney/Client Communication
1476	Tue 10/25/2016 6:17 PM	Cody Jess	S. Menaged	Copy of Forbearance Agreement for Electra property with handwritten corrections/notes	Attorney/Client Communication
1477	Tue 10/25/2016 6:37 PM	S. Menaged	Sell Wholesale Funding	Copy of Forbearance Agreement for Electra property with handwritten corrections/notes	Attorney/Client Communication
1478	Tue 10/25/2016 6:37 PM	S. Menaged	Sell Wholesale Funding	Copy of Forbearance Agreement for Electra property with handwritten corrections/notes	Attorney/Client Communication
1479	Tue 10/25/2016 6:37 PM	S. Menaged	Sell Wholesale Funding	Copy of Forbearance Agreement for Electra property with handwritten corrections/notes	Attorney/Client Communication
1480	Wed 10/26/2016 5:22 AM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1481	Wed 10/26/2016 5:36 AM	S. Menaged	Cody Jess	Reply to update of email retrieval for forensic discovery	Attorney/Client Communication
1482	Wed 10/26/2016 5:36 AM	S. Menaged	Cody Jess	Reply to update of email retrieval for forensic discovery	Attorney/Client Communication
1483	Wed 10/26/2016 5:36 AM	S. Menaged	Cody Jess	Reply to update of email retrieval for forensic discovery	Attorney/Client Communication
1484	Wed 10/26/2016 5:36 AM	Cody Jess	S. Menaged	Out of Office Automatic Reply	Attorney/Client Communication
1485	Wed 10/26/2016 10:39 AM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1486	Wed 10/26/2016 10:40 AM	S. Menaged	Cody Jess	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1487	Wed 10/26/2016 10:40 AM	S. Menaged	Cody Jess	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1488	Wed 10/26/2016 10:40 AM	S. Menaged	Cody Jess	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1489	Wed 10/26/2016 10:41 AM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1490	Wed 10/26/2016 10:43 AM	S. Menaged	Cody Jess	Update on meeting between Menaged and Clark Derrick	Attorney/Client Communication
1491	Wed 10/26/2016 10:43 AM	S. Menaged	Cody Jess	Update on meeting between Menaged and Clark Derrick	Attorney/Client Communication
1492	Wed 10/26/2016 10:43 AM	S. Menaged	Cody Jess	Update on meeting between Menaged and Clark Derrick	Attorney/Client Communication
1493	Wed 10/26/2016 10:44 AM	Cody Jess	S. Menaged	Update on meeting between Menaged and Clark Derrick	Attorney/Client Communication
1494	Wed 10/26/2016 10:45 AM	S. Menaged	Chris Eymann	Issues concerning the Forbearance Agreement-Electra property	Attorney/Client Communication
1495	Wed 10/26/2016 10:45 AM	S. Menaged	Chris Eymann	Issues concerning the Forbearance Agreement-Electra property	Attorney/Client Communication
1496	Wed 10/26/2016 10:45 AM	S. Menaged	Chris Eymann	Issues concerning the Forbearance Agreement-Electra property	Attorney/Client Communication
1497	Wed 10/26/2016 12:31 PM	Cody Jess	S. Menaged	Service copies of the Trustee's Motion for Order Directing Bankruptcy Rule 2004 Production of Documents by Ten-X.com dba Auction.com	Attorney/Client Communication
1498	Wed 10/26/2016 12:59 PM	S. Menaged	Clark Derrick	Service copies of the Trustee's Motion for Order Directing Bankruptcy Rule 2004 Production of Documents by Ten-X.com dba Auction.com	Attorney/Client Communication
1499	Wed 10/26/2016 12:59 PM	S. Menaged	Clark Derrick	Service copies of the Trustee's Motion for Order Directing Bankruptcy Rule 2004 Production of Documents by Ten-X.com dba Auction.com	Attorney/Client Communication
1500	Wed 10/26/2016 12:59 PM	S. Menaged	Clark Derrick	Service copies of the Trustee's Motion for Order Directing Bankruptcy Rule 2004 Production of Documents by Ten-X.com dba Auction.com	Attorney/Client Communication
1501	Wed 10/26/2016 1:11 PM	Cody Jess	S. Menaged	Out of Office Automatic Reply	Attorney/Client Communication
1502	Wed 10/26/2016 1:51 PM	Cody Jess	S. Menaged	Discussion about meeting between Menaged and Clark Derrick and concerns moving forward	Attorney/Client Communication
1503	Wed 10/26/2016 1:59 PM	Cody Jess	S. Menaged	Discussion about meeting between Menaged and Clark Derrick and concerns moving forward	Attorney/Client Communication
1504	Wed 10/26/2016 3:30 PM	Cody Jess	S. Menaged	Continued discussion RE: Forbearance agreement-Electra property	Attorney/Client Communication
1505	Wed 10/26/2016 3:34 PM	Cody Jess	S. Menaged	Continued discussion RE: Forbearance agreement-Electra property	Attorney/Client Communication

**Yomtov Scott Menaged - AOL Emails  
Privilege Log**

<b>NUMBER</b>	<b>DATE</b>	<b>SENDER(S)</b>	<b>RECEIPT(S)</b>	<b>SUBJECT</b>	<b>PRIVILEGE</b>
1506	Wed 10/26/2016 4:49 PM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1507	Wed 10/26/2016 4:52 PM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1508	Wed 10/26/2016 5:52 PM	Cody Jess	S. Menaged	Reply to inquiry into meeting with Ryan Anderson	Attorney/Client Communication
1509	Wed 10/26/2016 6:05 PM	Cody Jess	S. Menaged	Discussion about Trustee 2004 Exam	Attorney/Client Communication
1510	Wed 10/26/2016 6:06 PM	Cody Jess	S. Menaged	Reply to inquiry about wedding ring	Attorney/Client Communication
1511	Wed 10/26/2016 6:15 PM	Cody Jess	S. Menaged	Reply to inquiry about wedding ring	Attorney/Client Communication
1512	Wed 10/26/2016 6:29 PM	Cody Jess	S. Menaged	General conversation-non BK related	Attorney/Client Communication
1513	Wed 10/26/2016 7:05 PM	Cody Jess	S. Menaged	General conversation-non BK related	Attorney/Client Communication
1514	Wed 10/26/2016 7:09 PM	Cody Jess	S. Menaged	General conversation-non BK related	Attorney/Client Communication
1515	Wed 10/26/2016 7:34 PM	Cody Jess	S. Menaged	General conversation-non BK related	Attorney/Client Communication
1516	Wed 10/26/2016 8:14 PM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication
1517	Wed 10/26/2016 8:44 PM	Cody Jess	S. Menaged	Update on the retrieving of emails off of devices and computers for forensic discovery	Attorney/Client Communication