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Attorneys for the BTJD Claimants

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

MANAGEMENT SOLUTIONS, INC., a
Texas Corporation; WENDELL A.
JACOBSON; ALLEN R. JACOBSON,

Defendants.

**SCOTT AND ELLEN DALEY'S
OBJECTION TO THE RECEIVER'S
MAY 14, 2015 CLAIMS ANALYSIS
REPORT**

Case No. 2:11-cv-01165

Judge Bruce S. Jenkins

Scott and Ellen Daley (collectively the "**Daleys**"), by and through the undersigned counsel, herein submits their Objection to the Receiver's May 14, 2015 Claims Analysis Report (the "**Report**"). For the reasons set forth herein, the Court should disregard the proposed Report, reclassify the Daleys as a Class 5 participant, either pay the Daleys the full amount of their Claim or order the Receiver to reserve sufficient funds to satisfy the Daleys' claim entirely, or alternatively, rescind the Daleys' previously stipulated withdrawal of her objection to the

Receiver's proposed Plan of Distribution (the "**Plan**") and allow the Daleys' objections to the Plan to be heard.

BACKGROUND

The Daleys' Claim and the Receiver's Proposed Plan

1. In 2014, the Daleys submitted their proposed claim to the Receiver (the "**Claim**"), setting forth the basis of the Daleys' Claim and setting the amount at \$319,259.80. *See* Claim, a true and correct copy of which is attached hereto as **Exhibit A**.

2. On February 27, 2015, Gil A. Miller, the Court-appointed receiver in this matter (the "**Receiver**"), submitted his proposed Plan, [Docket No. 2311-2](#), together with a Motion for Approval of the Plan (the "**Plan Motion**"), [Docket No. 2311](#).

3. On March 30, 2015, the Daleys, together with other claimants referred to as the "**BTJD Claimants**," objected to the Plan and the Plan Motion (the "**BTJD Objection**"), [Docket No. 2395](#).

4. The Daleys, together with most of the BTJD Claimants, objected to the Plan generally and specifically to their joint classification as an "Insider" under the Plan and placed in "Class 9" of the Plan as a "Non-Participant" to the Plan. *Id.* at 6–7.

5. The Daleys observed, among other things, that the term "Insider" and its application to the Daleys was inappropriately based on an unfounded Ponzi presumption, that the Plan's proposed definition and application of "Insider" status was so baseless and so broad as to render it meaningless (or worse—capture within its ambit practically every individual and entity involved with Management Solutions, Inc. "**MSI**"), and that the Plan, by its very terms, offended Due Process. *Id.* at 6–12.

The BTJD Claimants' Conditional Stipulation to the Plan and the Plan Hearing

6. Following discussions with the Receiver, the Receiver and the BTJD Claimants arrived at a Stipulated Withdrawal of the BTJD Objection (the “***Withdrawal***”), [Docket No. 2452](#).

7. In exchange for the Withdrawal, the Receiver agreed to, among other terms,

a. “reclassify” the BTJD Claimants “as Class 5 Claimants under the Plan, subject to the Receiver’s claims process outlined in the Receiver’s [Plan Motion] and in Article V of the [Plan] (the ‘***Claims Process***’),” and

b. “reserve sufficient funds to pay any and all of the BTJD Claimants’ claims, on an equal footing and treatment as the Class 5 Claimants, in the event that any or all of the BTJD Claimants’ respective claims are deemed meritorious by the Receiver or by the Court.”

Id. at 2–3, ¶¶ 3, 8.

8. On April 13, 2015, the Court conducted a hearing on the Plan and the Plan Motion (the “***Plan Hearing***”). [Docket No. 2458](#).

9. At the Plan Hearing, the Court noted that contested matters existed and that objections to the Plan had been filed and asked the Receiver how much he had reserved “in the way of set-asides” for those contested matters, to which the Receiver’s counsel indicated the Receiver planned to “hold[] back” approximately \$30 million. *See* Transcript of Plan Hearing, 11:4–10.

10. This amount was again affirmed and reemphasized by the Receiver later in the Plan Hearing. *See id.* at 27:4–8.

11. At the close of the Plan Hearing, the Court again noted that the Receiver “set aside amounts or properties that currently enjoy an existing contest, and that makes sense because those that have a specific interest in either a specific property or a question as to classification or a question as to amount, the [R]eceiver has indicated that they have set aside about 30, \$31 million.” *Id.* at 36:9–16.

12. The Court ultimately approved the Plan, but in its ruling and order required the Receiver to “expressly point out that [the Receiver] ha[d] set aside and ha[d] left for future determinations those contests amongst those who have objected.” *Id.* at 38:25–39:5.

13. On April 14, 2015, the Court entered an Order Granting Motion for Approval of Plan of Distribution, [Docket No. 2459](#).

The Claim Analysis Report and Motion to Approve First Distribution

14. On May 14, 2015, the Receiver filed a Motion to Approve Claims Analysis Report and attached his Report as Exhibit A thereto. [Docket No. 2522](#).

15. In the Report, the Receiver valued the Daleys’ Claim at \$72,163.00, a marked departure from the Claim of \$319,259.80 submitted by the Daleys. [Docket No. 2522-1](#) at 9.

16. On that same day, May 14, 2015, the Receiver also filed a Motion to Approve First Distribution (the “***Distribution Motion***”). [Docket No. 2523](#).

17. In the Distribution Motion, the Receiver attached as Exhibit B a document titled “First Distribution – Reserved Amounts.” [Docket No. 2523-2](#).

18. Exhibit B purports to lay out all of the reserved amounts for current contested matters, and indicates that only \$22,104,485.72 has been set aside from those amounts. *Id.*

19. Notably, and contrary to the terms of the Withdrawal, the Daleys' claim amount has not been adequately reserved. *See id; compare* Docket No. 2522-1 at 9.

20. Indeed, although the Daleys' Claim is for \$319,259.80, the Receiver has only reserved \$72,163.00.

ARGUMENT

As demonstrated above, and for the reasons set forth below, the Receiver has failed to live up to his commitments in the Withdrawal. Accordingly, the Court should enforce the terms of the Withdrawal and order the Receiver to either pay the full amount of the Daleys' Claim or reserve adequate funds from the receivership estate to fully satisfy the Daleys' Claim. In the alternative, the Court should rescind the Withdrawal, reopen the BTJD Objection and hear out the Daleys' original objection.

I. THE RECEIVER IMPROPERLY INDUCED THE WITHDRAWAL OF THE DALEY'S OBJECTION TO THE PLAN OF DISTRIBUTION.

The Withdrawal is a binding agreement between the BTJD Claimants (including the Daleys) and the Receiver. The Tenth Circuit has long held that such stipulated agreements, even in the midst of litigation, must be honored. *See L.P.S. v. Lamm* 708 F.2d 537, 539 (10th Cir. 1983) (holding that courts "cannot overlook or disregard stipulations which are absolute and unequivocal," (quotation marks omitted)). As such, traditional contract remedies may be employed to ensure that the Withdrawal is enforced. Among those remedies available to contracting parties when a breach of contract is at issue are strict performance of the terms of the agreement or rescission of the agreement altogether. *See, e.g., World Alliance Consulting, Inc. v. DocPlanet.com, Inc.*, 57 Fed.Appx. 390, 392 (10th Cir. 2003) (observing that plaintiff in breach of contract claim may seek specific performance of the agreement); *Rosenfield v. HSBC Bank*,

USA, 681 F.3d 1172, 1183 (10th Cir. 2012) (noting that party may “void a contract in equity— i.e., to make it such that the agreement [had] never been executed” (alteration in original) (internal quotation marks omitted)).

Here, the Withdrawal has already been breached by the Receiver. Indeed, even though the terms of the Withdrawal are clear and unambiguous and the Court itself emphasized those terms in its ruling on the Plan and the Plan Motion, the Receiver has failed to uphold his part of the bargain in the Withdrawal. As set forth below, the Receiver has failed to abide by the terms of the Withdrawal by failing to reserve funds adequate to satisfy the full amount of the Daleys’ claim. The Court should accordingly and strictly enforce the terms of the Withdrawal and order the Receiver to either pay the full amount of the Daleys’ Claim or reserve sufficient funds for the Daleys’ claim, or, alternatively, rescind the Withdrawal altogether and allow the Daleys’ objections to the Plan to be heard.

In the Withdrawal, the Receiver agreed to “reserve sufficient funds to pay any and all of the BTJD Claimants’ claims, on an equal footing and treatment as the Class 5 Claimants, in the event that any or all of the BTJD Claimants’ respective claims are deemed meritorious by the Receiver or by the Court.” Withdrawal at 3, ¶ 8. When pressed by the Court at the Plan Hearing, the Receiver insisted that he would reserve some \$30 million to cover the full amounts of contested claims. Background, *supra* ¶¶ 8–12.

The Receiver has utterly failed to comply with this obligation. In fact, in his Distribution Motion, the Receiver admits that he has only reserved \$22,104,485.72 to satisfy contested claims—nearly \$8 million less than the \$30 million he guaranteed to the Court would be set aside. [Docket No. 2523](#). Worse, and contrary to the terms of the Withdrawal, the Daleys’ claim

amount has not been adequately reserved. *See id*, Exhibit B, [Docket No. 2523-2](#). Indeed, although the Daleys' Claim amount had been \$319,259.80, the Receiver has only reserved \$72,163.00 to pay their Claim.

The Receiver's failure to reserve stands as an outright breach of the Withdrawal. Despite assurances to the BTJD Claimants, including the Daleys, that he would set aside funds to pay out their claims in full upon a successful appeal to the Receiver or to the Court, the Receiver has simply and conveniently valued the Daley's claim at \$72,163.00. Given the express terms of the Withdrawal and the Receiver's assurances in open court that he would adequately reserve funds to satisfy all contested claims, the Court should not allow this preferential payout to stand, and should, at a minimum, accordingly compel the Receiver to reserve adequate funds to satisfy the Daleys' claim—a total of \$319,259.80. Alternatively, the Court should rescind the Withdrawal altogether and allow the Daleys to object to the Plan and propose an alternative, more equitable plan of distribution.¹

II. EVEN SETTING ASIDE THE RECEIVER'S BREACH OF THE WITHDRAWAL, THE DALEYS ALSO OBJECT TO THE CLAIM ANALYSIS BECAUSE THE RECEIVER HAS CALCULATED THE WRONG AMOUNT FOR THEIR CLAIM.

In addition to objecting to the Receiver's actions with respect to the Daleys' reservation amount, the Daleys also objects to the amount of their Claim set forth in the Report. Specifically, the Receiver has classified the Daleys' unpaid claim as \$72,163.00. However, in reviewing just those documents that the Receiver has provided to the Daleys, together with the Daleys' own materials, it appears that the Daleys are entitled to receive a minimum amount of

¹ Given the Court's insistence that the Receiver reserve funds be set aside to satisfy claims before approving the Plan, perhaps rescission of the Withdrawal and giving the chance to the Daleys and other affected Claimants to object to and propose a more adequate Plan is the best option.

\$94,615. Although this amount may ultimately be subject to revision (up or down) based on further analysis, including analysis of documents Claimant hopes this Court will require the Receiver to produce, it is an amount very different from that proposed by the Receiver.

Accordingly, and based on this discrepancy, the Daleys object to the amount of their Claim as determined by the Receiver and set forth in the Report.

CONCLUSION

For the reasons set forth above, the Court should enforce the terms of the Withdrawal and order the Receiver to either pay the full amount of the Daleys' Claim or reserve adequate funds from the receivership estate to fully satisfy their Claim. In the alternative, the Court should rescind the Withdrawal, reopen the BTJD Objection and hear out the Daleys' original objection.

DATED this 28th day of May 2015.

BENNETT TUELLER JOHNSON & DEERE

/s/ Brigman L. Harman
Barry N. Johnson
Brigman L. Harman
Eric Boyd Vogeler
Attorneys for the Daleys

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of May 2015, I electronically filed the foregoing **SCOTT AND ELLEN DALEY'S OBJECTION TO THE RECEIVER'S MAY 14, 2015 CLAIMS ANALYSIS REPORT** via the Court's CM/ECF system, which in turn effected service on all counsel of record.

/s/ Shauna Harmon

Claim Form

SCOTT R DALEY and ELLEN DALEY

Section I – Determine Your Claim Category

Using the above definitions, determine the correct category of your claim based upon the circumstances under which your claim arises. The available categories are Priority Claimant, Secured Lender, TIC Claimant, Investor Claimant, Personal Injury Claimant, or Vendor. The category of your claim may change if it is determined you have selected an incorrect category. Depending on your individual circumstances, you may have multiple categories of claims. If so, please complete each section of the Claim Form that may apply.

Section II – General Information (To be completed by all Claimants)

1. Claimant Name (if Claimant is a married couple, list both names):

Scott R Daley and Ellen Daley

(Member in GROUP WISE LLC)

2. Claimant address, phone number and email address (the Claimant has a continuing obligation to keep the Receiver informed of its current address)

300 West 40000 South
Vernal, Utah 84078
435-851-4131
srd0262@gmail.com

3. If Claimant is a Company, please provide the Federal Employer Identification Number of Claimant, if applicable. Social Security numbers are not required at this time.

N/A

4. If Claimant is represented by an attorney, provide the name, address, phone number, and email address of the attorney:

NONE

5. A. If Claimant is or was at any time related by blood or marriage to Wendell A. Jacobson, Melba Jacobson, Allen R. Jacobson, Cami Jacobson, or any of the individuals identified as Receivership Entities, explain that relationship:

Scott R Daley is a brother in law to Wendell Jacobson
Ellen Daley is a sister to Wendell Jacobson

- B. If Claimant is currently or was at any time employed by Wendell A. Jacobson, Melba Jacobson, Allen R. Jacobson, Cami Jacobson, or any of the individuals or entities identified as Receivership Entities, explain that employment relationship:

Circle J Farms employed Scott R Daley

Circle J Farms employed Scott R Daley
MSI employed Ellen Daley

Section III – Priority Claimants (To be completed only by Priority Claimants)

6. Identify the Receivership Entity or Receivership Entities against whom your Claim is made:
N/A
7. Provide the street address and legal description of the property against which your Claim is asserted:
N/A
8. Provide copies of all notices which have been sent, filed or recorded concerning your Claim.
N/A
9. If not identified in the notices provided pursuant to #8, above, cite the statute or other authority granting a lien upon property to secure your Claim:
N/A
10. State the amount owing to Claimant as of the Receiver Appointment Date, itemized by principal, interest, fees, penalties, costs and any other items. If attorneys fees and costs are claimed, provide references to the contract and/or statutory provisions purportedly entitling the Claimant to such attorney fees and costs and invoices from the attorneys with itemized billing information.
N/A
11. State the amount owing to Claimant as of about the date of filing your Claim, itemized by principal, interest, fees, penalties, costs and any other items, and provide per diem or other information needed to calculate the amounts owing thereafter. If attorneys fees and costs are claimed, provide references to the contract and/or statutory provisions purportedly entitling the Claimant to such attorney fees and costs and invoices from the attorneys with itemized billing information.
N/A

Section IV – Secured Lender Claimants (To be completed only by Secured Lender Claimants)

12. Identify all obligors on your loan:
N/A
13. Identify the original lender and state the amount and date of the original loan:
N/A
14. Identify and provide copies of all documents evidencing the loan and collateral for the loan, including any servicing agreements:
N/A

15. If the loan has been transferred or assigned, state the date of each transfer or assignment, identify the transferee or assignee, and provide copies of all transfer or assignment documents:

N/A

16. If there is a trustee or agent for the lender, identify the trustee or agent and provide copies of the documents appointing the trustee or agent:

N/A

17. If you claim the loan was in default on or prior to the Receiver Appointment Date (other than a default based solely upon the appointment of the Receiver), describe such default and provide copies of all Notices of Default and similar communications notifying the obligors of the default:

N/A

18. If you claim the loan was in default after the Receiver Appointment Date (other than a default based solely upon the appointment of the Receiver), describe such default and provide copies of all Notices of Default and similar communications notifying the Receiver of the default:

N/A

19. If you claim the loan has been accelerated, state the grounds for acceleration, the date the acceleration was made, provide an itemization of the amount owing upon acceleration, and provide copies of all notices of acceleration that were given.

N/A

20. State the amount owing to Claimant as of the Receiver Appointment Date, itemized by principal, interest, default interest, fees, penalties, costs and any other items. If attorneys' fees are claimed, provide invoices from the attorneys with itemized billing information.

N/A

21. State the amount owing to Claimant as of about the date of filing your claim, itemized by principal, interest, default interest, fees, penalties, costs and any other items, and provide per diem or other information needed to calculate the amounts owing thereafter. If attorneys fees are claimed, provide invoices from the attorneys with itemized billing information.

N/A

22. Do not make a claim for any anticipated deficiency if your collateral has not been liquidated. If the collateral for your loan has been abandoned by the Receiver, or you received a deed in lieu of foreclosure from the Receiver, and you claim a deficiency owing after liquidation of your collateral, provide the following:

a. Date and type of sale or other disposition of the collateral and the gross amount received:
N/A

b. Itemization of all costs of sale claimed by you. If attorneys fees are claimed, provide invoices from the attorneys with itemized billing information:
N/A

c. Amount of deficiency claimed with calculations showing how the deficiency was determined:
N/A

Section V – TIC Claimants (To be completed only by TIC Claimants)

23. Identify each property in which you claim a TIC Interest as of the Receiver Appointment Date:
N/A

24. Identify the date and amount of each and every payment (whether cash or property) made by you to a Receivership Entity. Do not include Rollover Payments in this response (see question 35 below). State the purpose of each payment, such as investment, loan, etc. Provide copies of checks or wire transfer records demonstrating each payment or, if not available, provide copies of other records demonstrating such payment.
N/A

25. Identify the date and amount of each and every payment received by you from or on behalf of a Receivership Entity for any reason, including rent, lease payments, interest, principal, return of capital, profit from sale of a property, fees, reimbursement of expenses, or commissions. Provide copies of checks demonstrating each payment or, if checks are not available, provide copies of other records demonstrating such payment. Do not report Rollover Payments (see question 35 below). Report only transactions in which you received cash.
N/A

26. For each payment identified in response #25, above, state the reason for the payment, such as a rent, lease payment, interest, principal, return of capital, profit from sale of property, fees, reimbursement of expenses, or commissions.
N/A

27. Are you owed any money by any Receivership Entity with regard to your TIC Interest? If yes, identify the Receivership Entity which owes the money, explain the reason why it is owing, state the amount owing as of the Receivership Appointment Date, and show how the amount was calculated,
N/A

28. Provide a copy of each deed you purport granted you TIC Interests. Indicate whether you possess original deed(s).
N/A

29. If you claim a Recorded TIC Interest and the copy of the deed provided in response to #24, above, does not show the recording information, provide the name of the office where the deed was recorded, date of the recording, entry number, and, if applicable, the recording book and page:
N/A

30. Provide copies of all documents associated with the acquisition of your TIC Interest, such as Purchase and Sale Agreement, Bill of Sale, Assignment, Closing or Settlement Statement, and 1031 Exchange documents. N/A

31. Did you enter into any agreement, written or oral, for another Person to manage or take care of the property in which you owned a TIC interest?
N/A

32. If you answer to #31 is yes, and the agreement was written, provide a copy of the agreement.
N/A

33. If you answer to #31 is yes, and the agreement was oral, identify all parties to the agreement, the date the agreement was made, and the terms of the agreement.
N/A

34. Have you made payments to any Person concerning your TIC Interest or pursuant to any agreement identified in response #31, above, since acquiring your TIC Interest, excluding income tax payments based on income generated by your TIC Interest? Examples would include property taxes, homeowners associate dues or assessments, repairs or improvements to the property, utilities, management fees, ect. If yes, identify the date and amount of each payment made by you, and the payee and the purpose of the payment. Provide copies of checks or wire transfer records demonstrating each payment or, if not available, provide copies of other records demonstrating such payment.

N/A

35. Identify the date and amount of each and every Rollover Payment concerning your TIC Interest to a Receivership Entity. Provide copies of records evidencing each transfer.

N/A

36. Provide the following information as to representations or promises made to you by any Person concerning your TIC Interest and any agreement identified in response to #31, above:

a. Identify who made the representations or promises to you:

N/A

b. What would be done with your money paid for your TIC Interest (for example, what Investor LLC would receive your money and what property would be purchased with that money)?

N/A

c. The ownership, value, liabilities, liens and financing of the property in which you acquired your TIC Interest:

N/A

d. Promised returns to you:

N/A

e. Safety and risk concerning your investment:

N/A

f. Provide copies of all letters, emails, agreements, brochures and other documents evidencing these representations and promises.

N/A

37. Provide copies of all statements or accountings you received concerning your TIC Interest.

N/A

38. If the Claimant is a Company, not an individual:

a. Identify the type of organization and state in which the Company is organized:

N/A

b. Identify all Principals of the Company and the percentage ownership of each Principal. If any Principal is a Company, identify the Principals of each Company down through each level until individuals are identified.

N/A

c. If the TIC Interest was acquired on behalf of Persons other than Principals in the

EXHIBITS**39.**

Date	Check	Amount	Purpose	Entity
06-04-04	1032	\$30,000	Investment	Den Town/Cletace
02-25-05	176	\$75,000	Investment	Cletace
07-29-05	2581 TB	\$75,000	Investment	Cletace
08-11-05	298	\$30,000	Investment	Cletace
03-16-07	390	\$20,000	Investment	Cletace
04-16-07	401	\$ 1,090	Investment	Cletace
10-15-07	495	<u>\$10,000</u>	Investment	Cletace
		\$241,090	TOTAL PRINCIPAL RETURN	

40.

06-07-05	171	\$75,000	Principal Return
07-05-05	298	<u>\$30,000</u>	Principal Return
		\$105,000	TOTAL PRINCIPAL RETURN

06-07-05	173	\$ 1,164.38	Profit
07-02-08	779	<u>\$12,562.50</u>	Profit
		\$13,726.88	TOTAL PROFIT

42.

06-07-05	172	\$ 5,000	Profit Rollover
04-10-07	587	\$ 8,910	Profit Rollover
07-02-07	787	<u>\$20,000</u>	Profit Rollover
		\$33,910	TOTAL PROFIT ROLLOVER

43.

Yes

Cletace LLC

Investments placed

\$170,000.00

\$241,090 + \$33,910 - \$105,000 = \$170,000.00

TOTAL CLAIM = \$170,000.00

Section VI – Investor Claimants (To be completed only by Investor Claimants)

39. Identify the date and amount of each and every payment (whether cash or property) made by you to a Receivership Entity. Do not include Rollover Payments in this response (see question 42 below). State the purpose of each payment, such as investment, loan, etc. Provide copies of checks or wire transfer records demonstrating each payment or, if not available, provide copies of other records demonstrating such payment.

Circle J Farms Limited Partnership

04-16- 2002 1,500.00 Investment Check # 8854

Group Wise LLC

8-27-2008 25,000.00 Investment Check # 12950

40. Identify the date and amount of each and every payment received by you from or on behalf of a Receivership Entity for any reason, including interest, principal, return of capital, profit from sale of a property, fees, reimbursement of expenses, or commissions. Provide copies of checks demonstrating each payment or, if checks are not available, provide copies of other records demonstrating such payment. Do not report Rollover Payments. (See question 42 below). Report only transactions in which you received cash.

NONE

41. For each payment identified in response to #40, above, state the reason for the payment, such as interest, principal, return of capital, profit from sale of a property, fees, reimbursement of expenses, or commissions.

NONE

42. Identify the date and amount of each and every Rollover Payment of your money to a Receivership Entity. Provide copies or records evidencing each transfer.

Circle J Farms Limited Partnership

Total Income	4,616,587.18
Less Expenses	3,433,719.31
Total Income Less Expenses	1,182,867.87
Times 24.75 % (ownership)	292,759.80

43. Are you owed any money by a Receivership Entity? If yes, identify the Receivership Entity that owes the money, explain the reason why it is owing, state the amount owing as of the Receivership Appointment Date, and show how the amount was calculated.

YES.

Circle J Farms Limited Partnership

\$292,759.80 Total (#39 amount \$1,500.00 plus #42 amount \$292,759.80)

YES

Group Wise

25,000.00 Personal Investment

25,000.00 (39)

My Total Claim is 319,259.80

44. As to each investment identified in response #39 and #42, above, provide the following information as to representations or promises made to you:

a. Identify who made the representation or promises to you:
None

b. What would be done with your money (for example, what Investor LLC would receive your money and what property would be purchased with that money)?
N/A

c. The ownership, value, liabilities, liens and financing of the property in which you would be investing:
N/A

d. The financial condition of the Investor LLC and the corresponding Property LLC:
N/A

e. Promised returns on your investment:
N/A

f. Safety and risk concerning your investment:
N/A

g. Provide copies of all letters, emails, agreements and other documents evidencing these representations and promises.
N/A

45. Provide copies of all statements or accountings you received concerning your investment.
N/A

46. If the Claimant is a Company, not an individual:

a. Identify the type of organization and state in which the Company is organized:

N/A

b. Identify all Principals of the Company and the percentage ownership of each Principal. If any Principal is a Company, identify the Principals of each Company down through each level until individuals are identified.

N/A

c. If investments were made in a Receivership Entity on behalf of Persons other than Principals in the Company, identify those Persons.

N/A

Section VII – Vendor Claimants (To be completed only by Vendor Claimants)

47. Provide copies of all outstanding invoices for goods delivered or services provided by you to any Receivership Entity on or before the Receiver Appointment Date. Your response should be based on the date the goods were delivered or the services provided, not the date of the invoice. If the invoice is dated after the Receiver Appointment Date, state the date(s) upon which the goods were delivered or the services provided. If the invoice covers goods delivered or services provided both before and after the Receiver Appointment Date, identify the amounts which are for goods or services on or prior to the Receiver Appointment Date:

N/A

48. If not reflected in the invoices, explain the nature of the services provided or goods delivered:

N/A

49. State the terms upon which payment was to be made:

N/A

50. State the total amount of your claim: \$ _____

N/A

Section VIII – Personal Injury Claimants (To be completed only by Personal Injury Claimants)

51. Provide the date, location and circumstances giving rise to your claim.

N/A

52. Provide copies of any and all police reports, insurance reports, and witness statements concerning your claim.

N/A

53. Provide an itemization of the amount of your claim and documentation demonstrating the amount of damages, such as medical bills and invoices for repairs.

N/A

Signature

The undersigned declares under penalty of perjury pursuant to 28 United States Code § 1746 that the foregoing is true and correct.

Executed on _____, 2014.

For Individuals:

Printed Name: Scott R Daley

Printed Name: Ellen Daley

For Companies:

Company Name:

By: _____

Printed Name

Title: _____

EIN
For Companies: