IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	Chapter 11
ALL AMERICAN OIL & GAS INCORPORATED, *et al.*,[1]	§	Case No. 18-52693-rbk
	§	Jointly Administered Under
Debtors.	§	Case No. 18-52693-rbk

OBJECTION TO PROOF OF CLAIM FILED BY EDWARD T. HUMPHREVILLE

If you object to the relief requested, you must respond in writing, specifically answering each paragraph of this pleading. Unless otherwise directed by the Court, you must file your response with the Clerk of the Bankruptcy Court within twenty-four (24) days from the date you were served with this pleading. You must serve a copy of your response on the person who sent you the notice; otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

TO THE HONORABLE CHIEF U.S. BANKRUPTCY JUDGE RONALD B. KING:

All American Oil & Gas Incorporated ("AAOG"), one of the debtors and debtors-in-possession in the above-captioned chapter 11 cases (the "Cases"), files this *Objection to the Proof of Claim Filed by Edward T. Humphreville* (the "Objection"), seeking entry of an order in substantially the form attached hereto as **Exhibit A**. In support of this Objection, AAOG respectfully states as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over these Cases and the Objection pursuant to 28 U.S.C. § 1334.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: All American Oil & Gas Incorporated (5894); Kern River Holdings Inc. (0508); and Western Power & Steam, Inc. (2088). The location of the Debtors' service address is: 9601 McAllister Freeway, Suite 221, San Antonio, Texas 78216.

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. This is a core proceeding under 28 U.S.C. § 157(b)(2), and the Court has constitutional authority to enter final orders on the Motion under *Stern v. Marshall*, 564 U.S. 462 (2011) and its progeny.

4. The predicates for the relief requested herein are 11 U.S.C. §§ 5029(a) and (b), Rules 3007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Bankruptcy Rules 3007 and 9014.

II. SUMMARY OF OBJECTION

5. There is no factual support for the claims of Mr. Humphreville. In his proof of claim, Mr. Humphreville seeks indemnification in his capacity as a former AAOG director for $216,000 in attorneys' fees that he allegedly incurred in Delaware Chancery Court litigation ($30,000) in 2013 and California Superior Court litigation between 2015 and 2017 ($186,600). As discussed below, this claim has no basis in law or fact and borders on frivolous. All of the reasons for rejecting this claim were articulated to Mr. Humphreville in correspondence to him from AAOG's Delaware counsel during the summer of 2018.

6. At bottom, the claim for $30,000 in fees fails because Mr. Humphreville never paid any legal fees to his counsel in the Delaware litigation and, more importantly, the claim is barred by limitations.

7. The claim for $186,000 in fees fails because black letter Delaware law does not require Delaware corporations like AAOG to indemnify their current or former directors for fees incurred litigating claims relating to personal obligations as opposed to claims relating to the exercise of a director's fiduciary duties or other official corporate acts. Here, the undisputed facts alleged by Mr. Humphreville are that the $186,000 in fees was incurred in collecting a

personal debt against one of his co-defendants (who was also a former AAOG director) in the Delaware litigation.

8. Moreover, the claims of Mr. Humphreville are barred (i) as a matter of law under the applicable three-year statute of limitations and/or (ii) by the fact that the claims brought in the California Action, defined below, are not subject to indemnification.

III. BACKGROUND

A. The Bankruptcy Filing

9. On November 12, 2018 (the "Petition Date"), the Debtors commenced these Cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date of filing this Objection, no request for the appointment of a trustee has been made in the Cases. There is a pending request for an examiner.

10. On December 4, 2018, the United States Trustee filed its *Notice of Appointment of Committee of Unsecured Creditors*, appointing an unsecured creditors' committee (the "Creditors' Committee"). Additionally, separate counsel has appeared in these Cases on behalf of an ad hoc equity committee (the "Ad Hoc Committee" and, collectively with the Creditors' Committee, the "Committees").

11. A further description of the background of the Debtors and the events leading up to the filing of the Cases is provided in the *Declaration of Patrick R. Morris, President of All American Oil & Gas Incorporated, in Support of Chapter 11 Petitions and First Day Motions* [ECF No. 27].

B. The Delaware Chancery Action

12. Mr. Humphreville served on AAOG's Board of Directors (the "Board") until January 2014. He was one of four named defendants in a special proceeding commenced in the Delaware Chancery Court in September 2013 by AAOG's largest shareholder and current Chairman and CEO, Robert Morris. That proceeding was captioned *Morris v. Morris, et al.*, Del. Ch. Ct. C.A. No. 8904-VCN (the "Delaware Chancery Action"), and was brought against the then-incumbent AAOG Board pursuant to section 225 of the Delaware General Corporation Law ("DGCL"). The Delaware Chancery Action sought a declaratory judgment that the requisite number of AAOG shareholders, acting via shareholder written consents, had properly removed the defendants from AAOG's Board and replaced them with a new slate of directors led by Robert Morris. A copy of the Verified Complaint (*sans* the exhibits) is attached hereto as **Exhibit B**.

13. Shortly after the Delaware Chancery Action was commenced, Robert Morris entered into settlement negotiations with Mr. Humphreville and one of his co-defendants, AAOG's then-Chairman and CEO, William Morris. A settlement term sheet was signed on or about October 31, 2013, and the final settlement documents became effective on January 21, 2014, when the Delaware Chancery Action was dismissed. *See* **Exhibit C**, Stock Purchase Agreement. The settlement provided for, among other things, the purchase by Robert Morris of all the shares of AAOG common stock owned by William Morris for approximately $4 million. Mr. Humphreville was not able to reach an agreement to sell his 9,000 shares of AAOG common stock, but he did benefit from the settlement by receiving: (1) a general release from AAOG and several of its shareholders, and (2) the benefits of an Agreement Regarding Resignations, Indemnification, Advancement and D&O Insurance (the "Indemnification Agreement"),

pursuant to which AAOG agreed not to amend its bylaws to weaken the defendants' entitlement to indemnification under Delaware law as former AAOG directors and to continue to name them as insureds on AAOG's D&O policy. Copies of the relevant settlement documents are attached hereto as **Exhibit D**.

C. The AIG Settlement

14. In or about April 2014, William Morris made his first demand that AAOG reimburse him for the attorneys' fees he had incurred in defending the Delaware Chancery Action. William Morris claimed that he had paid all of these fees and that a significant sum was still owed to his and Mr. Humphreville's Delaware counsel at the law firm of Connolly & Gallagher ("C&G"). William Morris also sought reimbursement of substantial fees that he had paid to his personal attorney, Robert Axelrod. After reserving its rights, AAOG agreed to assist William Morris in pursuing a D&O insurance coverage claim with AAOG's insurance carrier, AIG, after said claim was initially rejected by AIG in late 2013. As part of AAOG's prosecution of this insurance coverage claim, it worked with C&G and Mr. Axelrod to collect copies of C&G's invoices and payment history and determined that: (a) Mr. Axelrod had represented only William Morris and not any of the other three incumbent AAOG directors, including Mr. Humphreville; and (b) only William Morris—not Mr. Humphreville or the other two incumbent AAOG directors—had paid C&G's bills.

15. In November 2014, AAOG, William Morris, and AIG reached a settlement of the D&O insurance claim (the "AIG Settlement"). As with most insurance coverage settlements, the settlement agreement contained a confidentiality clause that prevented it from being shared with non-parties to the agreement without, *inter alia*, a subpoena or court order.

16. Under the relevant terms of the AIG Settlement, C&G's invoices were paid in full, and William Morris was reimbursed for the fees he had previously paid to C&G. Mr. Axelrod's fees were not covered by the settlement because he was not counsel-of-record in the Delaware Chancery Action and had represented William Morris only in his capacity as a shareholder in the settlement (as opposed to in his capacity as a director of AAOG).

D. The California Action

17. In or about October 2015, without the knowledge of the new AAOG management team, Mr. Humphreville sued William Morris in California Superior Court in the action captioned *Humphreville v. Morris*, Case No. BC596713 (Cal. Super.) (the "California Action"). A copy of the complaint from the California Action is attached hereto as **Exhibit E**. The gravamen of the complaint was that William Morris had defaulted on a promissory note (the "Note") dated September 2013 in the principal amount of $693,200. In addition to seeking the balance due on the Note, Mr. Humphreville also sought to collect his reasonable attorneys' fees incurred pursuant to a fee-shifting provision in the Note.

18. On or about December 1, 2015, William Morris filed four counterclaims[2] against Mr. Humphreville in the California Action. The first counterclaim was for breach of an implied contract between Mr. Humphreville and William Morris, alleging that William Morris had paid certain legal fees for the Delaware Chancery Action with the understanding that Mr. Humphreville would reimburse William Morris for Mr. Humphreville's *pro rata* share of those fees. The second counterclaim was for unjust enrichment and alleged, in the alternative, that even if there was no implied contract between Mr. Humphreville and William Morris, Mr.

[2] In California practice, what would be characterized in federal court as a counterclaim (*i.e.*, a claim filed by a defendant against a plaintiff in the same action in which the plaintiff is suing the defendant) is called a crossclaim. For the sake of simplicity, this Objection will refer to William Morris' claims against Mr. Humphreville in the California Action as counterclaims.

Humphreville had been unjustly enriched to William Morris' detriment as the result of Mr. Humphreville's failure to pay the *pro rata* share of the attorneys' fees paid by William Morris in defending the Delaware Chancery Action. In addition to these counterclaims, William Morris asserted 31 affirmative defenses, almost none of which related to the Delaware Chancery Action. The California Action answer and counterclaims are attached hereto as **Exhibit F.**

19. On or about December 14, 2015, Mr. Humphreville reached out to David Katz, AAOG's General Counsel, seeking information relevant to William Morris' alleged payment of fees in the Delaware Chancery Action. The terms of the D&O settlement with AIG were confidential and could not be disclosed without a subpoena or the entry of a court order in the California Action. Nevertheless, it was not confidential that that the settlement had resulted in payment of the C&G invoices in full and reimbursement to William Morris of any amounts paid by him to C&G. The fact that Mr. Axelrod's bills had not been covered by the settlement with AIG was also not confidential. This information was provided to Mr. Humphreville without delay and without requiring a subpoena or a court order. This information was confirmed in an e-mail exchange with Mr. Humphreville's counsel on December 14 and 15, 2015. Mr. Humphreville understood that he could only obtain a copy of the confidential AIG settlement agreement through issuance of a subpoena seeking the settlement agreement and a court order to maintain its confidentiality in the California Action.

20. No such subpoena was served until January 2017. On information and believe, Mr. Humphreville and his counsel made the decision to initially seek the settlement agreement from William Morris, thus incurring unnecessary expenses. The subpoena that was finally

served on AAOG also sought many documents that should have been in Mr. Humphreville's possession.[3]

21. The deposition subpoena served on AAOG covered the following topics: (1) the Delaware Chancery Action; (2) resolution of the Delaware Chancery Action; (3) fees owed to C&G and Mr. Axelrod in the Delaware Chancery Action; (4) reimbursement of legal fees paid in the Delaware Chancery Action by William Morris; (5) the purchase of William Morris' AAOG shares; and (6) compensation paid by AAOG to William Morris after 2013.

22. Even though many of these requests were irrelevant and overly broad, on January 15, 2017, AAOG agreed to produce the responsive documents and cover the noticed topics in a deposition of Mr. Katz as AAOG's corporate representative, subject to the following conditions: (i) Mr. Humphreville agreed not to argue that AAOG or Mr. Katz would be subject to jurisdiction in California solely by virtue of the fact that they had voluntarily agreed to be deposed in California instead of in Texas; (ii) Mr. Humphreville agreed not to serve Mr. Katz or AAOG with any other subpoenas while he was being deposed on behalf of AAOG in California; and (iii) Mr. Humphreville agreed to put in place a protective order that would allow AAOG to designate certain documents as "Confidential" so that these documents could be used only in the California Action and could be reviewed only by the parties, their counsel, experts, the judge, and court personnel. Mr. Hummer, on behalf of Mr. Humphreville, agreed to the conditions in an e-mail dated January 15, 2017, a copy of which (without the attachment) is attached hereto as **Exhibit G**.

[3] For example, the subpoena sought: (1) the Delaware Chancery Action complaint (which Mr. Humphreville should have had in his possession given that he was a defendant in that action); (2) the Delaware Chancery Action settlement agreement (which Mr. Humphreville also should have had given that he was a party to this agreement); and (3) all C&G bills from the Delaware Chancery Action (which AAOG delivered in December 2015).

23. The deposition began at approximately 9:10 a.m. Pacific on February 28, 2017, and concluded at approximately 12:22 p.m. Pacific.

24. Based on entries contained in the electronic docket in the California Action, the following events transpired after the deposition was complete:

(a) June 2017: Shortly before the trial commenced, the court entered an order striking all of William Morris' affirmative defenses and counterclaims in response to motions filed by Mr. Hummer seeking that relief.

(b) August 2017: After a two-day bench trial in which Mr. Morris represented himself, the court entered a money judgment in Mr. Humphreville's favor and against William Morris in the amount of $637,164.85.

(c) Mr. Hummer subsequently made an application seeking payment from William Morris of the attorneys' fees that Mr. Humphreville incurred in the California Action. Mr. Hummer and his colleague submitted sworn declarations in support of this fee application in which they: acknowledged AAOG's and Mr. Katz's cooperation (*see* Rosslyn Hummer Decl. ¶¶ 120-25; Lawrence Hummer Decl. ¶¶ 25-31), submitted invoices totaling $251,560.03, and sought a fee award of $476,074.74. A copy of the relevant portions of the fee application is attached hereto as **Exhibit H**.

(d) In December 2017, the court entered a judgment awarding Mr. Humphreville $251,560.03 in attorneys' fees, a copy of which is attached hereto as **Exhibit I**. William Morris did not appeal the judgment.

25. Mr. Humphreville subsequently domesticated the two California judgments in Texas and, to date, has been unsuccessful in collecting on these judgments. *See Humphreville v. Morris*, Case No. 2017CI21593, Bexar County, Tex. 45th Judicial Dist. Ct.

E. Mr. Humphreville's Prior Indemnification Demands

26. In June 2018, Mr. Humphreville made a written demand seeking indemnification for most of the attorneys' fees he incurred in the California Action, allegedly pursuant to AAOG's Bylaws, Delaware law, and the Indemnification Agreement.[4] In June and July 2018, AAOG's rejected the indemnification demand as having no basis in law or fact and bordering on

[4] There was no demand related to the Delaware Chancery Action.

frivolous. In his proof of claim, Mr. Humphreville repeats the indemnification demands that were previously rejected by AAOG.

IV. ARGUMENTS AND AUTHORITY

A. Mr. Humphreville Has the Burden to Establish the Right to Recover on His Claim

27. It is clear that a duly filed proof of claim is prima facie evidence of the claim's validity and amount, and the debtor has the burden to come forward with evidence sufficient to overcome the prima facie effect. *See* 11 U.S.C. §§ 501, 502(a); Fed. R. Bankr. P. 3001(c). At that point, the burden shifts to the claimant to prove the validity and amount of the claim. *Franchise Tax Bd. v. MacFarlane (In re MacFarlane)*, 83 F.3d 1041 (9th Cir. 1996). The ultimate burden is always on the claimant. *Id.*

B. Statute of Limitations for Indemnification Claims by Directors of Delaware Corporations

28. Contractual indemnification claims are subject to a three-year statute of limitations, which typically begins to run only after the party "entitled to indemnification can be confident any claim against him . . . has been resolved with certainty." *Scharf v. Edgcomb Corp*., 864 A.2d 909, 919 (Del. 2004) (internal quotations omitted). In Delaware, the matter on which the claim for indemnification is premised may be said to have been resolved with certainty when the underlying investigation or litigation is definitely resolved. Regardless of the underlying merits, the indemnification claim related to the Delaware Chancery Action was fully resolved no later than the dismissal of that claim pursuant to the settlement – or on January 21, 2014. Mr. Humphreville's $30,000 claim is clearly barred by the applicable three-year statute of limitations.

C. Standards for Indemnification of Directors of Delaware Corporations

29. AAOG is incorporated in Delaware. Section 145 of the DGCL provides, in relevant part:

> A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation . . . against expenses (including attorneys' fees) . . . actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation.

30. Article XI, Section 1 of AAOG's Amended and Restated Bylaws, attached hereto as **Exhibit J**, provides, in relevant part: "To the fullest extent permitted by the [DGCL], the corporation shall indemnify any and all of its directors and officers, or former directors and officers, or any person who may have served at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise."

31. Section 3 of the Indemnification Agreement provides, in relevant part, that AAOG shall continue to provide Mr. Humphreville "with rights of indemnification . . . to the fullest extent permitted under [the DGCL]."

32. Delaware law, AAOG's Bylaws, and the Indemnification Agreement provide for indemnification for fees and expenses incurred in defending a proceeding brought as part of Mr. Humphreville's duties to AAOG and its shareholders. *See, e.g.*, *In re Genelux Corp.*, 126 A.3d 644, (Del. Ch. 2015). As Mr. Humphreville acknowledges in the attachment to his June 8, 2018 e-mail, which is attached to his proof of claim, Mr. Humphreville seeks indemnification for fees incurred when he "sued William Morris ***personally*** for his ***personal debt*** to [him] under the

promissory note." *See* January 11, 2019 Letter attached to Claim No. 23 (emphasis added). The $186,600 in fees and expenses that are the subject of Mr. Humphreville's proof of claim were not incurred "in defending" a proceeding related to his employment as a director of AAOG. Thus, Mr. Humphreville is not entitled to indemnification for those fees and expenses.

33. Delaware law is clear that "[s]ection 145 [of the DGCL] will not apply when the parties are litigating a specific and personal contractual obligation that does not involve the exercise of judgment, discretion, or decision-making authority on behalf of the corporation." *Paolino v. Mace Sec. Int'l, Inc*., 985 A.2d 392, 403 (Del. Ch. 2009); *accord Lieberman v. Electrolytic Ozone, Inc.*, No. 10152-VCN, 2015 WL 5135460, at *4 (Del. Ch. Aug. 31, 2015) (denying advancement for former officers' alleged post-employment breach of certain employment agreements); *Stifel Financial Corp. v Cochran*, 802 A.2d 555, 562 (Del. 2002) ("When a corporate officer signs an employment contract committing to fill an office, he is acting in a personal capacity in an adversarial, arms-length transaction."); *Shearin v. E.F. Hutton Group, Inc.*, 652 A.2d 578, 594 (Del. Ch. 1994) (holding that former officer was not entitled to indemnification for claims relating to breach of employment contract because those claims did not involve the officer's duties to the corporation and its shareholders); *see also Hyatt v. Al Jazeera Am. Holdings II, LLC*, No. 11465-VCG, 2016 WL 1301743, at *11 (Del. Ch. Mar. 31, 2016) (rejecting former directors' claim for advancement regarding claim for reimbursement of certain legal defense expenses where resolution of the dispute turned on interpretation of contractual agreement between the company and one of the former directors acting in a separate capacity).

34. Thus, a dispute regarding the allocation of defense costs between two directors of a Delaware corporation does not establish the requisite "nexus or causal connection

between . . . the underlying proceedings" and "one's official corporate capacity." *Homestore, Inc. v. Tafeen*, 888 A.2d 204, 214 (Del. 2005). This connection is established only if the corporate powers were used or necessary for the commission of the alleged misconduct. *Bernstein v. TractManager, Inc.*, 953 A.2d 1003, 1011 (Del. Ch. 2007) (denying advancement with respect to director's defense of counterclaim asserting legal malpractice and rejecting argument that "any other capacity" language in bylaw entitles covered persons to mandatory advancement for defending proceedings brought against them in any capacity). Here, resolution of the dispute over whether Mr. Humphreville was entitled to be paid under the Note or the allocation of defense costs between him and William Morris in the Delaware Chancery Action turned on resolution of the alleged private agreements between Mr. Humphreville and William Morris. This does not create the required nexus between the two counterclaims and the use of the corporate powers as a director. Again, Mr. Humphreville is not entitled to indemnification for those fees and expenses. *Hyatt*, 2016 WL 1301743, at *11.

35. Mr. Humphreville cannot establish that the California Action was brought in the best interests of AAOG. AAOG had no interest in that litigation and cannot be asked to bear the costs incurred by Mr. Humphreville in prosecuting or defending that litigation.

36. Moreover, Mr. Humphreville received a money judgment against William Morris and a substantial award of attorneys' fees in the California Action. Mr. Humphreville is collaterally estopped from now seeking recovery of the same claim from AAOG. Mr. Humphreville's sole recourse is against William Morris—not AAOG.

37. Because Mr. Humphreville was dilatory in: (i) attempting to collect on the debt William Morris owed him from the settlement proceeds paid to William Morris in January 2014; (ii) asserting Mr. Humphreville's indemnification request in December 2015 when he became

aware of William Morris' counterclaims in the California Action; and (iii) obtaining the AIG settlement agreement from Mr. Katz when it was offered to him in December 2015 rather than pursuing expensive and time consuming discovery from William Morris over the next year, Mr. Humphreville's claim for indemnification is barred by the equitable doctrine of laches. *See, e.g.*, *Tafeen*, 888 A.2d at 210. Indeed, had Mr. Humphreville sought the confidential AIG agreement in December 2015, he would not have needed to expend time and money pursuing discovery from William Morris to rebut the two counterclaims.

38. The proof of claim alleges that Mr. Humphreville is entitled to indemnification for $30,000 he allegedly paid in legal fees to C&G in 2013 in connection with the Delaware Chancery Action. As the proof of claim acknowledges, Mr. Humphreville never made any direct payments to C&G. Instead, in 2013, Mr. Humphreville made an unsecured loan to William Morris of $30,000, and he now claims that these funds were used by William Morris to pay C&G. Mr. Humphreville holds a judgment against William Morris that includes the $30,000 Mr. Humphreville loaned him in 2013.

39. This is not just a matter of semantics. By taking the position in the California Action that the $30,000 was an unsecured loan, Mr. Humphreville was awarded a judgment against William Morris in the California Action that included accrued interest on these borrowed funds. The doctrine of judicial estoppel prohibits Mr. Humphreville from now claiming that his unsecured loan to William Morris, which may or may not have been used to pay a part of C&G's legal fees, should now be re-characterized as Mr. Humphreville's personal payment of C&G's fees, when such a payment would not have entitled Mr. Humphreville to the interest that is included in his judgment against William Morris. *See Vichi v. Koninklijke Philips Electronics N.V.*, 62 A.3d 26, 40 n.66 (Del. Ch. 2012) ("[U]nder the doctrine of judicial estoppel, a party

may be precluded from asserting in a legal proceeding a position inconsistent with a position previously taken by him in the same or in an earlier legal proceeding." (internal citations omitted)).

40. Finally, Mr. Humphreville's proof of claim alleges that the equities favor his indemnification claim. AAOG did everything possible to assist Mr. Humphreville in defending against William Morris' counterclaims and did not seek reimbursement for fees and expenses occurred in assisting Mr. Humphreville. Instead, he elected to engage in litigation tactics that increased his legal fees. Having obtained a judgment all of his attorneys' fees against William Morris pursuant to a contract that shifted that risk to William Morris and not AAOG, Mr. Humphreville now belatedly seeks to assert a frivolous indemnification claim against AAOG. Thus, the equities strongly favor AAOG.

F. Demonstrably False Allegations In the Proof of Claim

41. The proof of claim alleges that Mr. Katz insisted that Mr. Humphreville keep his name out of the California Action and that Mr. Humphreville complied with his request. These allegations are demonstrably false. Mr. Katz's three conditions for complying with Mr. Humphreville's subpoena are contained in a January 2017 e-mail exchange with Mr. Hummer discussed above and did not include keeping his name out of the litigation. Moreover, Mr. Katz's name is repeatedly referenced by Mr. Hummer in filings he made in the electronic docket subsequent to Mr. Katz's deposition (*e.g.*, the pretrial brief, the witness list, the notice of lodging of Mr. Katz's deposition transcript with the court, and the attorneys' fees application).

42. Mr. Humphreville's proof of claim alleges that all he needed was a copy of the AIG settlement agreement and documents evidencing what the legal bills were, what the payments were, and who made and received them; instead, he claims he was burdened by AAOG

with 1,200 pages of documents and the deposition of Mr. Katz. This is yet another falsehood that is evident from the e-mails and pleadings discussed above. Specifically, Mr. Hummer served the subpoena seeking documents and a deposition. AAOG would have provided a copy of the AIG settlement and an affidavit from Mr. Katz authenticating it by no later than February 2017. However, it was Mr. Hummer who insisted on much more.

43. The proof of claim alleges that, had Mr. Humphreville been a party to the AIG settlement agreement, he would have been spared the need for a court order and the third-party discovery. This is also fiction. Had Mr. Humphreville been a party to the AIG settlement agreement, its terms still would have required him to obtain a protective order to use it in the California Action.

44. Mr. Humphreville's proof of claim alleges that as of February 2017, C&G informed him that C&G's bills remained unpaid. In October 2014, AAOG made its final settlement payment to C&G as part of the AIG insurance settlement among AIG, AAOG, and William Morris. In a series of e-mail exchanges during the last week of October 2014 (which are attached hereto as **Exhibit K** and were provided to Mr. Humphreville in 2017 in response to the subpoena), C&G confirmed that all outstanding amounts due to it in connection with the Delaware Chancery Action would be paid in full upon receipt of AAOG's final payment that month.

45. With respect to his claim for $186,600 in fees incurred in the California Action, Mr. Humphreville is seeking indemnification of only the fees and expenses he incurred in connection with William Morris' two counterclaims in the California Action—not the fees and expenses incurred in prosecuting his affirmative claim on the Note or in defending the other two counterclaims or William Morris' 31 affirmative defenses. *See May v. Bigmar, Inc.*, 838 A.2d

285, 289 (Del. Ch. 2003) ("In a partial indemnification case, the burden is on the plaintiff to submit a good faith estimate of expenses incurred relating to the indemnifiable claim.") (internal quotation omitted). Indeed, those expenses would need to be allocated across: (1) Mr. Humphreville's affirmative claims, (2) William Morris' other two counterclaims, and (3) William Morris' 31 affirmative defenses. While the court in the California Action awarded Mr. Humphreville approximately $252,000 (which included 100% of the fees reflected in Mr. Hummer's invoices), the fee application was never opposed by William Morris, and the issues of whether: (i) those fees were reasonably incurred, and (ii) approximately 75% of those fees were attributable to defending against two of William Morris' counterclaims are subject to judicial scrutiny by this Court and are contested by AAOG. Coincidentally, the amount Mr. Humphreville suggests was allocated to defeating William Morris' two counterclaims also is close to the balance due to Mr. Hummer's firm on the September 5, 2017 invoice that was submitted in support of his attorneys' fees application in the California Action. Thus, the request for $186,600 in connection with the California Action is not a request that is made in good faith.

G. Reservation of Rights

46. AAOG respectfully submits that this Court can deny Mr. Humphreville's proof of claim without holding an evidentiary hearing. If the Court disagrees, AAOG reserves its right to challenge the reasonableness of the fees requested in Mr. Humphreville's proof of claim.

V. CONCLUSION

WHEREFORE, AAOG respectfully requests that the Court deny the proof of claim of Edward T. Humphreville and grant any other relief to which it is entitled.

Dated: February 16, 2019.

Respectfully submitted,

/s/ Deborah D. Williamson

Deborah D. Williamson (TX 21617500)
dwilliamson@dykema.com
Patrick L. Huffstickler (TX 10199250)
phuffstickler@dykema.com
Danielle N. Rushing (TX 24086961)
drushing@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Facsimile: (210) 226-8395

– and –

Richard L. Wynne (CA 120349)
Pro hac vice admission
richard.wynne@hoganlovells.com
Bennett L. Spiegel (CA 129558)
Pro hac vice admission
bennett.spiegel@hoganlovells.com
Erin N. Brady (CA 215038)
Pro hac vice admission
erin.brady@hoganlovells.com
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Telephone: (310) 785-4600
Facsimile: (310) 785-4601

– and –

Christopher R. Bryant (NY 3934973)
Pro hac vice admission
chris.bryant@hoganlovells.com
John D. Beck (TX 24073898)
Pro hac vice admission
john.beck@hoganlovells.com
Sean A. Feener (NY 5605654)
Pro hac vice admission
sean.feener@hoganlovells.com
HOGAN LOVELLS US LLP
875 Third Avenue
New York, New York 10022
Telephone: (212) 918-3000
Facsimile: (212) 918-3100

Counsel for Debtors and Debtors-in-Possession

CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2019, a true and correct copy of the foregoing document was served by electronic notification by the Electronic Case Filing system for the United States Bankruptcy Court for the Western District of Texas and by U.S. first-class mail to the following:

Mr. Edward T. Humphreville
6017 Bristol Parkway
Culver City, CA 90230
ted@ethcpa.com

/s/ Danielle N. Rushing
Danielle N. Rushing

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	Chapter 11
ALL AMERICAN OIL & GAS INCORPORATED, *et al.*,[1]	§	Case No. 18-52693-rbk
	§	Jointly Administered Under
Debtors.	§	Case No. 18-52693-rbk

ORDER DISALLOWING PROOF OF CLAIM OF EDWARD T. HUMPHREVILLE

The Court has considered the *Objection to Proof of Claim of Edward T. Humphreville* (the "Objection"), filed by Debtor All American Oil & Gas Incorporated. The Court finds that (i) it has jurisdiction over the matters raised in the Objection pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court has the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: All American Oil & Gas Incorporated (5894); Kern River Holdings Inc. (0508); and Western Power & Steam, Inc. (2088). The location of the Debtors' service address is: 9601 McAllister Freeway, Suite 221, San Antonio, Texas 78216.

constitutional authority to enter a Final Order; (iii) venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Objection is in the best interests of the Debtors, their estates, and their creditors; (v) proper and adequate notice of the Objection has been given and that no other or further notice is necessary; and (vi) upon the record herein after due deliberation thereon good and sufficient cause exists for the sustaining the Objection as set forth herein.

IT IS THEREFORE ORDERED that the Objection is hereby sustained.

IT IS FURTHER ORDERED that the proof of claim of Edward T. Humphreville is **DISALLOWED**.

# # #

Prepared and submitted by:

Deborah D. Williamson (TX 21617500)
dwilliamson@dykema.com
Patrick L. Huffstickler (TX 10199250)
phuffstickler@dykema.com
Danielle N. Rushing (TX 24086961)
drushing@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Facsimile: (210) 226-8395

– and –

Richard L. Wynne (CA 120349)
Pro hac vice admission
richard.wynne@hoganlovells.com
Bennett L. Spiegel (CA 129558)
Pro hac vice admission
bennett.spiegel@hoganlovells.com
Erin N. Brady (CA 215038)
Pro hac vice admission
erin.brady@hoganlovells.com
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Telephone: (310) 785-4600
Facsimile: (310) 785-4601

– and –

Christopher R. Bryant (NY 3934973)
Pro hac vice admission pending
chris.bryant@hoganlovells.com
John D. Beck (TX 24073898)
Pro hac vice admission
john.beck@hoganlovells.com
HOGAN LOVELLS US LLP
875 Third Avenue
New York, New York 10022
Telephone: (212) 918-3000
Facsimile: (212) 918-3100

Counsel for Debtors and Debtors-in-Possession

EXHIBIT B

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (this "Agreement"), made effective as of January 21, 2014, by and among ALL AMERICAN OIL AND GAS, INC., a Delaware corporation ("AAOG"), CSV HOLDINGS INC., a Colorado corporation ("CSV"), WILLIAM C. MORRIS, an individual ("WM"), ELIZABETH MORRIS, an individual ("EM"), and ROBERT G. MORRIS, an individual ("RM").

RECITALS:

WHEREAS, AAOG owns all of the issued and outstanding shares of common stock of Matagorda Resources Co., Inc., a Texas corporation ("Matagorda") (such shares, the "Matagorda Shares"), Kern River Holdings, Inc., a Colorado corporation ("Kern"); and Western Power and Steam Incorporated, a Delaware corporation ("WPSI"); and

WHEREAS, IDS Holding, Inc. ("IDSH") was incorporated in Louisiana for the purpose of acquiring certain assets from CSV (the "CSV Transaction") but never issued any common stock;

WHEREAS, WM owns 756,167 shares of the issued and outstanding common stock of AAOG (the "WM Shares"); and

WHEREAS, WM owns warrants entitling WM to acquire 150,000 shares of common stock of AAOG (the "WM Warrants"); and

WHEREAS, EM owns 100,000 shares of the issued and outstanding shares of common stock of AAOG (the "EM Shares"); and

WHEREAS, CSV claims ownership of 569,752 shares of the issued and outstanding common stock of AAOG (the "CSV Shares"); and

WHEREAS, WM has an employment agreement with AAOG (the "Employment Agreement"); and

WHEREAS, WM agrees to resign as a director and officer of AAOG, Kern, and WPSI prior to the execution hereof, but no later than January 21, 2014; and

WHEREAS, RM (i) wishes to acquire the WM Shares, the EM shares, and 69,752 shares of the CSV Shares and (ii) AAOG seeks the return and cancellation of 500,000 of the CSV Shares on account of CSV's and IDSH's failure to consummate the CSV Transaction, and WM and EM agree to said cancellation and the return of 500,000 of the CSV Shares; and

WHEREAS, RM is acting on his own behalf and as agent for AAOG in connection with the purchase of the WM Shares, the EM Shares, and 69,752 shares of the CSV Shares; and

WHEREAS, WM wishes to acquire all of the Matagorda Shares, and AAOG wishes to transfer such shares to WM;

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 DEFINITIONS. For purposes of this Agreement, the term:

1.1.1. "AAOG Subsidiaries" means IDSH, Matagorda, Kern, and WPSI.

1.1.2. "Benefit Plan" means any "employee benefit plan" as defined in ERISA Section 3(3), including any (a) nonqualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan (as defined in ERISA Section 3(2)), (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan (as defined in ERISA Section 3(37)), (d) Employee Welfare Benefit Plan (as defined in ERISA Section 3(1) or material fringe benefit plan or program, or (e) stock purchase, stock option, severance pay, employment, change–in-control, vacation pay, company awards, salary continuation, sick leave, excess benefit, bonus or other incentive compensation, life insurance, or other employee benefit plan, contract, program, policy, or other arrangement, whether or not subject to ERISA.

1.1.3. "Breach" means that a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement will be deemed to have occurred if there is or has been any material inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision..

1.1.4. "Closing" has the meaning set forth in Section 2.4.

1.1.5. "Closing Date" has the meaning set forth in Section 2.4.1.

1.1.6. "Common Stock" means the authorized common shares of AAOG, each share having a par value of $0.01.

1.1.7. "Consent" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

1.1.8. "Contemplated Transactions" means all of the transactions contemplated by this Agreement, including: (a) the sale to and purchase by RM of the WM Shares, EM Shares, and 69,752 of the CSV Shares for his own account and as agent for AAOG, as provided herein; (b) the return to AAOG and cancellation of 500,000 of the CSV Shares; (c) the transfer by AAOG to

WM of AAOG's entire interest in Matagorda; (d) the transfer by RM, in his capacity as agent for AAOG, to AAOG of 568,979 shares of Common Stock representing payment to AAOG for the transfer to WM of the Matagorda Shares and other property; (e) extension of the expiration date of the WM Warrants and WM's right to put the shares of AAOG he receives if he exercises the WM warrants to RM; (f) the termination of WM's Employment Agreement and the execution of a new employment agreement between AAOG and WM; (g) WM's resignation as an officer and director of AAOG, Kern, and WPSI; (h) the resignation of those officers and directors of AAOG, Kern, and WPSI as are designated by RM; (i) the execution and delivery of releases as hereinafter described; and (j) the performance by the parties of their respective covenants and obligations under this Agreement.

1.1.9. "Contract" means any agreement, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

1.1.10. "CSV Shares" means the 569,752 issued and outstanding shares of Common Stock standing in the name of WM on the books and records of AAOG

1.1.11. "CSV Transaction" has the meaning given in the Recitals section.

1.1.12. "Damages" has the meaning set forth in Section 4.2.

1.1.13. "Delaware Litigation" means the law suit captioned *Robert G. Morris v. William C. Morris, et al.* C.A. No. 8904-VCN pending in the Court of Chancery in the State of Delaware.

1.1.14. "Employment Agreement" means the contract of employment dated January 1, 2011, by and between AAOG and WM.

1.1.15. "EM Shares" means the 100,000 issued and outstanding shares of Common Stock standing in the name of EM on the books and records of AAOG all of which are free and clear of Encumbrances.

1.1.16. "Environmental Law" means any Legal Requirement that requires or relates to: (a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment; (b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment; (c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated; (d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of; (e) protecting resources, species, or ecological amenities; (f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances; (g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the

Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

1.1.17. "Encumbrance" means charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

1.1.18. "ERISA" means the Employee Retirement Income Security Act of 1974.

1.1.19. "ERISA Affiliate" means any Person which is a member of a "controlled group of corporations" with, under "common control" with or a member of an "affiliated services group" with, AAOG or any AAOG Subsidiary, as defined in Section 414(b), (c), (m), or (o) of the IRC.

1.1.20. "Facilities" means any real property, leaseholds, or other interests currently or formerly owned or operated by AAOG, Kern, or WPSI and any buildings, plants, structures, or equipment (including drilling equipment and structures, motor vehicles, tank cars, and rolling stock) currently or formerly owned or operated by AAOG, Kern, or WPSI.

1.1.21. "Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

1.1.22. "Governmental Body" means any nation or government, any state or other political subdivision thereof and any body exercising executive, legislative, judicial, regulatory or administrative functions of any nature, except and excluding any environmental laws or regulatory rules, regulations or requirements promulgated by any nation or government, any state or other political subdivision thereof and any body exercising executive, legislative, judicial, regulatory or administrative functions of any nature.

1.1.23. "IRC" means the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

1.1.24. "IRS" means the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

1.1.25. "Kern" means Kern River Holding, Inc., a Colorado corporation.

1.1.26. "Knowledge" means that an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter. A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

1.1.27. "Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty, except that Legal Requirement shall not include and shall specifically exclude any Environmental Law as defined herein in Section 1.1.16 or any Occupational Safety and Health Law as defined herein in Section 1.1.29.

1.1.28. "Material Adverse Change" means any change, event or occurrence that individually or in the aggregate (taking into account all other such changes, events, and occurrences) has had, or would be reasonably likely to have, a material adverse effect on the business, operations, liabilities, properties, assets, financial condition or prospects of AAOG, Kern, or WPSI, except to the extent that any such change, event or occurrence is attributable or results from the direct effect of the Contemplated Transactions.

1.1.29. "Occupational Safety and Health Law" means any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

1.1.30. "Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

1.1.31. "Ordinary Course of Business" means that an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" only if: (a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; (b) such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority); (c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person; and (d) the action that is not violative of the Status Quo Order entered in the Delaware Litigation on or about September 24, 2013.

1.1.32. "Organizational Documents" means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership or joint venture; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the operating agreement and filing with a Governmental Body of any formation document of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) all amendments to any of the foregoing.

1.1.33. "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

1.1.34. "Proceeding" means any action, arbitration, audit, claim, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body, quasi-Governmental Body or arbitrator.

1.1.35. "Related Person" means (a) with respect to a particular individual: (i) each other member of such individual's Family; (ii) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family; (iii) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and (iv) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, manager, partner, executor, or trustee (or in a similar capacity); (b) with respect to a specified Person other than an individual: (i) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person; (ii) any Person that holds a Material Interest in such specified Person; (iii) each Person that serves as a director, officer, manager, partner, executor, or trustee of such specified Person (or in a similar capacity); (iv) any Person in which such specified Person holds a Material Interest; (v) any Person with respect to which such specified Person serves as a general partner, manager, or a trustee (or in a similar capacity); and (vi) any Related Person of any individual described in clause (a) or (b); (c) for purposes of this definition, (i) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse and former spouses, (iii) any other individual who is related to the individual or the individual's spouse within the second degree, and (iv) any other individual who resides with such individual; and (d) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 10% of the outstanding equity securities or equity interests in a Person.

1.1.36. "Securities Act" means the Securities Act of 1933 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

1.1.37. "Tax Returns" means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

1.1.38. "Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim,

Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

1.1.39. "WM Shares" means the 756,167 issued and outstanding shares of Common Stock standing in the name of WM on the books and records of AAOG all of which are free and clear of Encumbrances, except for the 35,000 shares of WM Common Stock referred to in Section 2.4.5.3.

1.1.40. "WM Shares Transaction" has the meaning given in Section 3.1.2.

1.1.41. "WM Warrants" means the warrants dated April 27, 2009, issued by AAOG and owned by WM granting WM the right to acquire 100,000 shares of Common Stock and warrants dated July 6, 2010, issued by AAOG and owned by WM granting WM the right to acquire 50,000 shares of Common Stock.

1.1.42. "WPSI" means Western Power and Steam Incorporated, a Delaware corporation.

ARTICLE II

THE SHARE TRANSACTIONS

2.1 PURCHASE AND SALE OF WM SHARES, EM SHARES, and 69,752 CSV SHARES.

2.1.1 Purchase and Sale. On the terms and subject to the conditions hereof, at the Closing WM will sell, assign, transfer and convey to RM, and RM will purchase and acquire from WM, EM, and CSV all right, title and interest in the WM Shares, the EM Shares, and 69,752 CSV Shares, out of which aggregate number 356,940 shall be for RM's own account and 568,979 shall be for the account of AAOG.

2.1.2 Consideration for the WM Shares, EM Shares, and the 69,752 CSV Shares. The aggregate purchase price for the WM Shares, EM Shares, and the 69,752 CSV Shares shall be: (i) $4,579,540, $1,250,000 of which has already been delivered in immediately available funds to the attorney escrow account of Robert D. Axelrod, P.C. on December 23, 2013, and $3,329,540 of which shall be delivered in immediately available funds to the attorney escrow account on the Closing Date; (ii) the conveyance and transfer by AAOG to WM of all of the Matagorda Shares, free and clear of all Encumbrances; and (iii) the cancellation of $4,000,000 of indebtedness due to AAOG, Kern, or WPSI from IDSH, CSV, and/or WM.

2.2 CANCELLATION OF 500,000 OF THE CSV SHARES.

2.2.1 Return of the CSV Shares. On the terms and subject to the conditions hereof, at the Closing, CSV will surrender, assign, transfer, and convey to AAOG 500,000 of the CSV Shares, free and clear of all Encumbrances, and, upon delivery thereof, AAOG will cancel said CSV Shares.

2.2.2 Reason for Return of the CSV Shares. AAOG, WM, CSV, and EM each acknowledges and agrees that the CSV Transaction giving rise to the issuance of 500,000 of the CSV Shares as reflected in the Asset Purchase Agreement by and between CSV and IDSH and the Asset Purchase Agreement by and between CSV and AAOG (collectively the "Asset Purchase Agreements") were never completed or consummated and that AAOG seeks the return and cancellation of 500,000 of the CSV Shares on account of CSV's and IDSH's failure to consummate the CSV Transaction. AAOG, WM, CSV and EM hereby each acknowledge and agree that any claims, rights, obligations and/or liabilities that any party has to any other party pursuant to the terms of the Asset Purchase Agreements are terminated and cancelled.

2.3 THE WM WARRANTS.

2.3.1 Extension of Expiration Date of the WM Warrants. At the Closing, AAOG shall deliver to WM an AAOG Board of Directors resolution extending the expiration date on the WM Warrants to December 31, 2015.

2.3.2 Put on the WM Warrants. If WM exercises any of his WM Warrants, WM has the right to put to RM on ninety (90) days' written notice any or all of the AAOG common stock WM receives on account of exercising the WM Warrants at a purchase price of $12 per share.

2.4. CLOSING.

2.4.1 Closing Date. The Contemplated Transactions provided for in this Agreement will take place at the offices of Schlam Stone & Dolan LLP at 26 Broadway at 10:00 a.m. (local time) on the later of (a) January 14, 2014 or (b) or such other time as the parties may agree.

2.4.2. Pre-Closing Requirements. No later than January 21, 2014, the parities shall deliver or cause to be delivered the following, unless waived by the parties hereto:

2.4.2.1. A fully executed stipulation terminating the Delaware Litigation with prejudice in the form annexed hereto as Schedule 2.4.2.1.

2.4.2.2. WM's resignation effective as of January 21, 2013, as an officer and director of AAOG, Kern, and WPSI.

2.4.2.3. The resignations of all individuals serving as directors of AAOG and WPSI and the three AAOG directors of Kern, effective as of January 21, 2013.

2.4.3 Closing Obligations of WM, EM, and CSV. At the Closing WM, EM, and CSV shall deliver:

2.4.3.1. Certificates representing the WM Shares and EM Shares, duly endorsed (or accompanied by duly executed stock powers in form and substance satisfactory to RM) for transfer to RM.

2.4.3.2. Certificates representing 69,752 of the CSV Shares, duly endorsed (or accompanied by duly executed stock powers in form and substance satisfactory to RM) for transfer to RM.

2.4.3.3. A certificate from WM that all indebtedness owed to/from, on the one hand, AAOG, Kern, WPSI, and, on the other hand, CSV, IDSH, Matagorda, WM, and EM or any Related Person of either WM or EM has been paid in full.

2.4.4. Closing Obligations of RM. At the Closing, RM shall deliver:

2.4.4.1. The amount required to be paid to WM pursuant to Section 2.1.2 by wire transfer to the attorney escrow account of Robert D. Axelrod, P.C.

2.4.4.2. A certificate from AAOG, Kern, WPSI and RM that all indebtedness owed to/from, on the one hand, AAOG, Kern, WPSI, and, on the other hand, CSV, IDSH, Matagorda, WM, and EM or any Related Person of either WM or EM has been paid in full.

2.4.5 Closing Obligations of AAOG. At the Closing, AAOG shall deliver:

2.4.5.1. Certificates representing all the issued and outstanding Matagorda Shares, each duly endorsed (or accompanied by duly executed stock powers in form and substance satisfactory to WM) for transfer to WM.

2.4.5.2. A stipulation terminating and dismissing the Texas litigation against William Morris by Howard Golden, Felipe Montfort, and Helen Nathan and a payment by CSV to Howard Golden from funds paid by RM to WM on the Closing Date of the outstanding principal and interest on a loan obligation owed by CSV to Howard Golden in an amount of to be agreed upon by all of the parties prior to the Closing Date and the termination and cancellation of the loan obligation.

2.4.5.3. To RM 35,000 shares of AAOG stock previously held as collateral by Howard Golden in respect of the loan described in Section 2.4.5.2, free and clear of all Encumbrances.

2.4.5.4. A release signed by Howard Golden releasing CSV from its overriding royalty payment obligation due to Howard Golden on the Iberia Dome property owned by IDSH.

2.4.5.5. The AAOG Board resolution relating to the WM Warrants specified in Section 2.3.1.

2.4.5.6. The written consent of CHAMBERS ENERGY MANAGEMENT, LP to the Contemplated Transactions.

2.4.6 Mutual Closing Obligations.

2.4.6.1. A fully executed three-year employment agreement between WM and AAOG containing the same salary, health insurance, and pension benefits as his Employment Contract.

2.4.6.2. A Mutual Release in the form annexed hereto as Schedule 2.4.6.2 ("Mutual Release").

2.4.7 Waivers of Closing Obligations. Each of RM, AAOG, WM, and EM shall have the right in its sole discretion to waive any of the closing obligations of the counterparties set forth in Sections 2.4.3 and 2.4.5.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF WM

3.1 REPRESENTATIONS AND WARRANTIES OF WM

WM hereby makes the following representations and warranties to RM and AAOG as of the date hereof:

3.1.1 Organization and Qualification. As of the effective date of WM's resignation as an officer and director of AAOG, Kern and WPSI, each of AAOG, Kern, and WPSI is a corporation duly organized, validly existing and in good standing under the laws of the State of its organization, with all requisite corporate power and authority to own, operate and lease its properties, to perform all its obligations under all contracts to which it is a party entered into immediately prior to the effective date of WM's resignation, but excluding this Agreement, and to carry on its business as it is now being conducted. As of the effective date of WM's resignation as an officer and director of AAOG, each of AAOG, Kern, and WPSI is qualified or licensed to do business and is in good standing in every jurisdiction where the nature of the business conducted by it or the properties owned or leased by it requires qualification, except where the failure to be so qualified or licensed is not, in the aggregate, reasonably likely to have a Material Adverse Change.

3.1.2 Authorization. WM represents that he is a person of full age of majority, with full power, capacity, and authority to enter into this Agreement and perform the obligations contemplated hereby by and for himself. All action on the part of WM necessary for the authorization, execution, delivery and performance of this Agreement by him has been taken, or will be taken by him prior to the Closing Date. This Agreement, when duly executed and delivered in accordance with its terms, will constitute legal, valid and binding obligations of WM enforceable against him in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and other similar laws of general application affecting creditors' rights generally or by general equitable principles.

3.1.3 Taxes.

(a) Except as set forth in Schedule 3.1.3, AAOG, Kern, and WPSI have filed or caused to be filed (since the tax year 2004) all Tax Returns that are or were required to be filed by or with respect to each of them, either separately or as a member of a group of corporations, pursuant to applicable Legal Requirements. AAOG has delivered or made available to RM copies of all such Tax Returns filed or to be filed since the tax year 2004. AAOG and each AAOG Subsidiary has paid, or made provision for the payment separately or as a member of a group, all taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by AAOG or any AAOG Subsidiary.

(b) To the Knowledge of WM, all Tax Returns filed by (or that include on a consolidated basis) any AAOG Subsidiary are true, correct, and complete and accurately reflect the tax obligations thereof. There is no tax sharing agreement that will require any payment by AAOG or any AAOG Subsidiary after the date of this Agreement.

3.1.4 Compliance with Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Schedule 3.1.4:

(i) To the Knowledge of WM, AAOG and WPSI is in compliance in all material respects with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) To the Knowledge of WM, no circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by AAOG or WPSI of, or a failure on the part of AAOG or WPSI to comply with, any Legal Requirement, or (B) may give rise to any obligation on the part of AAOG or WPSI to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(iii) To the Knowledge of WM, neither AAOG nor WPSI has received, at any time since January 1, 2010, any notice or other communication (whether oral or written) from any Governmental Body regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of AAOG or WPSI to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Schedule 3.1.4 contains a complete and accurate list of each Governmental Authorization that is held by AAOG or WPSI or that otherwise relates to the business of, or to any of the assets owned or used by, AAOG or WPSI. Each Governmental Authorization listed or required to be listed in Schedule 3.1.4 is, to the Knowledge of WM, valid and in full force and effect. Except as set forth in Schedule 3.1.4:

(i) To the knowledge of WM, AAOG and WPSI are in compliance in all material respects with all of the terms and requirements of each Governmental Authorization identified or required to be identified in Schedule 3.1.4;

(ii) To the Knowledge of WM, no circumstance exists that may (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Authorization listed or required to be listed in Schedule 3.1.4 or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any Governmental Authorization listed or required to be listed in Schedule 3.1.4;

(iii) To the Knowledge of WM, neither AAOG nor WPSI has received, at any time since January 1, 2010 any notice or other communication (whether oral or written) from any Governmental Body regarding (A) any actual, alleged, possible, or potential violation of or failure to comply with any term or requirement of any Governmental Authorization, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any Governmental Authorization; and

(iv) To the Knowledge of WM, all applications required to have been filed for the renewal of the Governmental Authorizations listed or required to be listed in Schedule 3.1.4 have been duly filed with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made with the appropriate Governmental Bodies.

(v) To the Knowledge of WM, the Governmental Authorizations listed in Schedule 3.1.4 collectively constitute all of the Governmental Authorizations necessary to permit AAOG and WPSI to lawfully conduct and operate their businesses in the manner they currently conduct and operate such businesses in all material respects and to permit AAOG and WPSI to own and use their assets in the manner in which they currently own and use such assets in all material respects.

3.1.5 Legal Proceedings; Orders

(a) Except as set forth in Schedule 3.1.5, there is no pending Proceeding:

(i) that has been commenced by or against AAOG or WPSI directly or by way of counterclaim, cross-claim, or set-off, or that otherwise relates to or may affect the business of, or any of the assets owned or used by, AAOG, or WPSI; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions;

(b) To the Knowledge of WM no such Proceeding has been Threatened;

(c) Except as set forth in Schedule 3.1.5:

(i) there is no Order to which AAOG or WPSI, or any of the assets owned or used by AAOG or WPSI, is subject;

(ii) neither AAOG nor WPSI is subject to any Order that relates to the business of, or any of the assets owned or used by, AAOG or WPSI; and

(iii) no officer, director, agent, or employee of AAOG or WPSI is subject to any Order that prohibits such officer, director, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the business of AAOG or WPSI.

(d) Except as set forth in Schedule 3.1.5:

(i) AAOG and WPSI are, and at all times since January 1, 2010 has been, in full compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject;

(ii) To WM's knowledge, no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or requirement of any Order to which AAOG or WPSI, or any of the assets owned or used by AAOG or WPSI, is subject; and

(iii) Neither AAOG nor WPSI has received, at any time since January 1, 2010, any written notice from any Governmental Body regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any term or requirement of any Order to which AAOG or WPSI, or any of the assets owned or used by AAOG or WPSI, is or has been subject.

3.1.6 Absence of Certain Changes and Events.

Except as set forth in Schedule 3.1.6, since October 28, 2013, there has not been any:

(a) change in the authorized or issued capital stock; grant of any stock option or right to purchase shares of Common Stock of AAOG or common stock of WPSI or Kern; issuance of any security convertible into such capital stock; grant of any registration rights; purchase, redemption, retirement, or other acquisition by AAOG or any AAOG Subsidiary of any shares of any such capital stock; or declaration or payment of any dividend or other distribution or payment in respect of shares of capital stock;

(b) amendment to the Organizational Documents of AAOG, Kern, or WPSI;

(c) payment or increase by AAOG, Kern, or WPSI of any bonuses, salaries, or other compensation to any stockholder, director, officer, or (except in the Ordinary Course of Business) employee or entry into any employment, severance, or similar Contract with any director, officer, or employee;

(d) adoption of, or increase in the payments to or benefits under, any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit plan for or with any employees of AAOG, Kern, or WPSI;

(e) damage to or destruction or loss of any asset or property of AAOG, Kern, or WPSI, whether or not covered by insurance, materially and adversely affecting the properties, assets, business, financial condition, or prospects of AAOG, Kern, or WPSI;

(f) entry into, termination of, or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, or similar agreement, or (ii) any Contract or transaction involving a total remaining commitment by or to AAOG, Kern, or WPSI of at least $50,000;

(g) sale (other than sales in the Ordinary Course of Business), lease, or other disposition of any asset or property of AAOG, Kern, or WPSI or mortgage, pledge, or imposition of any lien or other Encumbrance on any material asset or property of AAOG, Kern, or WPSI, including the sale, lease, or other disposition of any of the Intellectual Property Assets;

(h) cancellation or waiver of any claims or rights with a value to AAOG, Kern, or WPSI in excess of $15,000 in the aggregate;

(i) material change in the accounting methods used by AAOG, Kern, or WPSI; or

(j) agreement, whether oral or written, by AAOG, Kern, or WPSI to do any of the foregoing.

3.1.7 Brokers or Finders.

Neither WM or EM, nor AAOG or any AAOG Subsidiary, nor, to WM's Knowledge, their agents have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the Contemplated Transactions.

3.1.8 IDSH Shares

IDSH never issued any common stock in IDSH to AAOG and thus is not owned by AAOG.

3.2 REPRESENTATIONS AND WARRANTIES OF AAOG

AAOG hereby makes the following representations and warranties to WM, EM and CSV, as set forth below:

3.2.1 Authorization. All corporate action on the part of AAOG necessary for the authorization, execution, delivery and performance of this Agreement by AAOG has been taken or will be taken prior to the Closing. AAOG has the requisite corporate power and authority to

execute, deliver and perform this Agreement and to consummate the transfer of the Matagorda Shares to WM, as additional consideration for the purchase of the WM shares (the "WM Shares Transaction"). The execution and delivery of this Agreement by AAOG, the performance by AAOG of its obligations hereunder, and the consummation by AAOG of the WM Shares Transaction have been duly authorized by the Board of Directors of AAOG in conformity with all obligations of Delaware law applicable to such authorization, delivery and performance. No other corporate action on the part of AAOG is necessary to authorize the execution and delivery of this Agreement or the consummation of the WM Shares Transaction. This Agreement has been duly and validly executed and delivered by AAOG and constitutes, and on the Closing Date will constitute, a valid and binding obligation of AAOG, enforceable against it in accordance with its terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of AAOG, Kern, or WPSI, or (B) any resolution adopted by the Board of Directors or the stockholders of AAOG, Kern, or WPSI; (ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge, any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which AAOG, Kern, or WPSI, or any of the assets owned or used by AAOG, Kern, or WPSI, may be subject; or (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by AAOG, Kern, or WPSI or that otherwise relates to the business of, or any of the assets owned or used by, AAOG, Kern, or WPSI; (iv) cause any of the assets owned by AAOG, Kern, or WPSI to be reassessed or revalued by any taxing authority or other Governmental Body; (v) contravene, conflict with, or result in a violation or Breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Contract; or (vi) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by AAOG, Kern, or WPSI. Neither AAOG nor Kern nor WPSI is or will be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

3.2.2 Transfer of the Matagorda Shares. AAOG has the unrestricted right and power to transfer, convey, and deliver full ownership of the Matagorda Shares without the consent or agreement of any other person and without any designation, declaration or filing with any Governmental Authority. Upon the transfer of the Matagorda Shares to WM as contemplated herein, WM will receive good and valid title thereto free and clear of all Encumbrances.

3.3 REPRESENTATIONS AND WARRANTIES OF EM

3.3.1. Ownership of the Shares. EM owns beneficially and of record all of the EM Shares free and clear of all Encumbrances

3.3.2 Transfer of the EM Shares. EM has the unrestricted right and power to transfer, convey and deliver full ownership of the EM Shares without the consent or agreement of any other person and without any designation, declaration or filing with any Governmental Authority. Upon the transfer of the EM Shares to AAOG as contemplated herein, AAOG will receive good and valid title thereto free and clear of all Encumbrances.

3.3.3. Authorization. EM represents that she is a person of full age of majority, with full power, capacity, and authority to enter into this Agreement and perform the obligations contemplated hereby by and for herself. All action on the part of EM necessary for the authorization, execution, delivery and performance of this Agreement by her has been taken, or will be taken by her prior to the Closing Date. This Agreement, when duly executed and delivered in accordance with its terms, will constitute legal, valid and binding obligations of EM enforceable against her in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and other similar laws of general application affecting creditors' rights generally or by general equitable principles.

3.4 REPRESENTATIONS OF RM

RM hereby makes the following representations and warranties to WM, EM and CSV, as set forth below:

3.4.1 Authorization. RM represents that he is a person of full age of majority, with full power, capacity, and authority to enter into this Agreement and perform the obligations contemplated hereby by and for himself. All action on the part of RM necessary for the authorization, execution, delivery and performance of this Agreement by him has been taken, or will be taken by him prior to the Closing Date. This Agreement, when duly executed and delivered in accordance with its terms, will constitute legal, valid and binding obligations of RM enforceable against him in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and other similar laws of general application affecting creditors' rights generally or by general equitable principles.

ARTICLE IV

INDEMNIFICATION; REMEDIES

4.1 SURVIVAL; RIGHT TO INDEMNIFICATION NOT AFFECTED BY KNOWLEDGE

All representations, warranties, covenants, and obligations in this Agreement, the Schedules and any supplements to the Schedules, and any certificate or document delivered pursuant to this Agreement will survive the Closing for a period of eighteen (18) months except as such period is expressly extended in this Agreement. The right to indemnification, payment of

Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

4.2 INDEMNIFICATION AND PAYMENT OF DAMAGES BY WM

WM will indemnify and hold harmless AAOG, Kern, and WPSI, and their respective post-closing directors, officers, representatives, stockholders, controlling persons, and affiliates (collectively, the "Buyer's Group") for, and will pay to the Indemnified Persons the amount of, any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees), whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(a) any Breach of any representation or warranty made by WM in this Agreement, the Schedules, the supplements to the Schedules, or any certificate or document delivered by WM pursuant to this Agreement;

(b) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with WM or with AAOG or any AAOG Subsidiary (or any Person acting on their behalf) in connection with any of the Contemplated Transactions.

4.3 INDEMNIFICATION AND PAYMENT OF DAMAGES BY AAOG

AAOG agrees to and shall indemnify, defend and hold harmless WM, EM and CSV and their affiliates, agents, legal counsel, successors and assigns (collectively the "Sellers' Group") for, and will pay to the Sellers' Group the amount of, any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees), whether or not involving a third-party claim (collectively "Damages"), arising, directly or indirectly, from or in connection with:

(a) any Breach of any representation or warranty made by AAOG or RM in this Agreement, the Schedules, the supplements to the Schedules, or any certificate or document delivered by AAOG or RM pursuant to this Agreement;

(b) any claim by any Person for brokerage or finder's fees or commission or similar payments based upon any agreement or understanding alleged to have been made by any such Person with RM (or any Person acting on his behalf) in connection with any of the Contemplated Transactions.

4.4 PROCEDURE FOR INDEMNIFICATION - THIRD PARTY CLAIMS

(a) Promptly after receipt by any party entitled to the benefit of indemnity hereunder of notice of the commencement of any Proceeding against it, such indemnified person will, if a claim is to be made against an indemnifying party under such Section, give notice to the indemnifying party of the commencement of such claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified person, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnifying party's failure to give such notice.

(b) If any Proceeding referred to in Section 4.4(a) is brought against an indemnified person and it gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will, unless the claim involves taxes, be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Proceeding and the indemnified person determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified person of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel satisfactory to the indemnified person and, after notice from the indemnifying party to the indemnified person of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified person under this Article IV for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified person in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified person's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the indemnified person, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party; and (iii) the indemnified person will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of the commencement of any Proceeding and the indemnifying party does not, within ten days after the indemnified person's notice is given, give notice to the indemnified person of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the indemnified person.

(c) Notwithstanding the foregoing, if an indemnified person determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified person may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the indemnifying party will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld or delayed).

(d) Each party hereby consents to the non-exclusive jurisdiction of any court in which a Proceeding is brought against any indemnified person for purposes of any claim that an indemnified person may have under this Agreement with respect to such Proceeding or the matters alleged therein, and agree that process may be served on any party with respect to such a claim anywhere in the world.

4.5 TIME LIMITATIONS

The right of the Buyer's Group or the Sellers' Group (as defined in Section 4.2 and 4.3 respectively) to make a claim for indemnification pursuant to this Article IV, must be asserted no later than eighteen (18) months after the Closing Date, which time period shall commence the day after the Closing Date.

4.6 LIMITATIONS ON AMOUNT

WM will have no liability (for indemnification or otherwise) with respect to the matters described in Section 4.2 until the total of all Damages with respect to such matters exceeds $25,000.

4.7 PROCEDURE FOR INDEMNIFICATION--OTHER CLAIMS

A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

ARTICLE V

ADDITIONAL COVENANTS

5.1 COOPERATION

WM shall cooperate reasonably with RM and AAOG in connection with transitioning control of AAOG to its newly elected Board of Directors and shall (a) furnish upon request such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as RM and AAOG may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions. The obligations of WM set forth in this Section 5.1 shall survive the Closing and shall not be limited as to time.

5.2 NON-DISPARAGEMENT

The parties to this Agreement will not in any way disparage each other or make any statements that may be considered to be derogatory or detrimental to the good name or business reputation of each other. Nothing in this Section 5.2 shall prevent any party from testifying truthfully pursuant to a court order, or lawfully-issued subpoena, or participating in any investigation conducted by any federal, state, or local governmental agency or self-regulatory

authority or from taking any actions to enforce a breach of this Agreement or a breach of any other agreements referenced in this Agreement.

5.3 IMPAX CAPITAL GROUP OVERRIDING ROYALTY INTEREST

For a period of twelve (12) months, neither AAOG nor Kern nor any employee or AAOG or Kern will acquire or attempt to acquire the overriding royalty interest owned by Impax Capital Group.

5.4 Brewer & Pritchard LLP CONFLICT WAIVER

AAOG, Kern, and WPSI consent to the law firm of Brewer & Pritchard LLP representing WM, Matagorda, IDSH, or CSV and waive any conflicts of interest with respect to such representations; provided, however, that AAOG, Kern, and WPSI do not consent to Brewer & Pritchard representing WM, Matagorda, IDSH, or CSV in any litigation matter in which such representation of WM, Matagorda, IDSH, or CSV would be adverse to AAOG, Kern, or WPSI.

ARTICLE VI

GENERAL PROVISIONS

6.1 EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

6.2 TAX TREATMENT

RM, WM and EM, and AAOG and all AAOG Subsidiaries, regardless of whether any such AAOG Subsidiary is being retained or transferred, hereby agrees to treat the income tax consequences of the Contemplated Transactions in the manner set forth in Schedule 6.2.

6.3 NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent in a PDF format by internet (with proof of delivery) or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate street addresses and internet addresses set forth below (or to such other street addresses and internet addresses as a party may designate by notice to the other parties given in accordance with this Section):

If to WM and EM, Matagorda, IDSH, OR CSV:

Attention: William C. Morris
310 South St. Mary's Street, Suite 1515
San Antonio, Texas, 78205
210-226-1188
william@melitaholdings.com

with a copy to: Robert D. Axelrod, Esq.
Axelrod, Smith & Kirshbaum
5300 Memorial Drive, Suite 1000
Houston, Texas 77007
rdaxel@asklawhou.com

If to AAOG, Kern, or WP:

Attention: David J. Katz, Esq.
General Counsel
Hagin Investment Management
17 State Street, 26th Floor
New York, NY 10004
(212) 355-0660
dkatz@monumentglobal.com

with a copy to: Wayne I. Baden, Esq.
Schlam Stone & Dolan LLP
26 Broadway, 19th Floor
New York, NY 10004
(212) 344-5400
wibaden@schlamstone.com

6.4 GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

(b) The parties hereby consent and agree that the State or Federal courts located in New York County, New York shall have exclusive jurisdiction to hear and determine any claims or disputes between them pertaining to this Agreement or to any matter arising out of or related to this Agreement; provided, that the parties acknowledge that any appeals from those courts may have to be heard by a court located outside of New York; and further provided, that nothing in this Agreement shall be deemed or operate to preclude a party from bringing suit or taking other legal action in any other jurisdiction to enforce a judgment or other court order in favor of such party. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court and hereby waives any objection which it may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*. Each party hereby waives personal service of the summons, complaint and other process issued in any

such action or suit and agrees that service of such summons, complaint and other process may be made by registered or certified mail addressed to such party and that service so made shall be deemed completed upon the earlier of a party's actual receipt thereof or three (3) business days after deposit in the U.S. mails, proper postage prepaid.

(c) The parties desire that their disputes be resolved by a judge applying such applicable laws. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

(d) The parties agree that the various matters forming the substance of the Contemplated Transactions constitute unique property of indeterminate value and that an action at law for damages would constitute an inadequate remedy for a party alleging a breach of this Agreement. Therefore the parties agree that a party alleging a breach is entitled to seek injunctive and mandatory relief in equity, that the defending party will not interpose any defense that there is an adequate remedy at law for the alleged breach, and that the allegedly aggrieved party shall not be required to post a bond or other security as a condition to obtaining injunctive or mandatory relief.

6.5 FURTHER ASSURANCES

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

6.6 WAIVER

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

6.7 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter (including any term sheet or communications of intent) and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all parties hereto.

6.8 SCHEDULES

(a) The Schedules hereto constitute a part of this Agreement.

(b) The disclosures in the Schedules, and those in any supplement thereto, must relate only to the representations and warranties in the Section of the Agreement to which they expressly relate and not to any other representation or warranty in this Agreement.

(c) In the event of any inconsistency between the statements in the body of this Agreement and those in the Schedules (other than an exception expressly set forth as such in a Schedule with respect to a specifically identified representation or warranty), the statements in the body of this Agreement will control.

6.9 ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS

No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.

6.10 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6.11 SECTION HEADINGS, CONSTRUCTION

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

6.12 COUNTERPARTS

This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

6.13 ATTORNEY REVIEW

In connection with the negotiation and drafting of this Agreement, the parties represent and warrant to each other that they have had the opportunity to be advised by attorneys of their own choice and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

ALL AMERICAN OIL AND GAS, INC., a Delaware corporation ("AAOG"), CSV HOLDINGS INC., a Colorado corporation ("CSV"), WILLIAM MORRIS, an individual ("WM"), ELIZABETH MORRIS, an individual ("EM"), and ROBERT MORRIS, an individual ("RM").

ALL AMERICAN OIL AND GAS, INC.,

By: _____
Name: Kathryn Vagner
Title: Treasurer

CSV HOLDINGS INC.

By: _____
Name: Elizabeth C Morris
Title: president

_____
WILLIAM MORRIS

_____
ELIZABETH MORRIS

_____
ROBERT MORRIS

EXHIBIT C

EFiled: Sep 16 2013 02:43PM EDT
Transaction ID 54180019
Case No. 8904-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ROBERT G. MORRIS, Plaintiff, v. WILLIAM C. MORRIS, RAYMOND C. REED, EDWARD T. HUMPHREVILLE, and LOUIS B. SCHULTZ, Defendants, and ALL AMERICAN OIL & GAS INCORPORATED, a Delaware corporation, Nominal Defendant.	:	C.A. No. _____

VERIFIED COMPLAINT

Plaintiff Robert G. Morris, by and through his undersigned attorneys, as and for his Verified Complaint against Defendants William C. Morris, Raymond C. Reed, Edward T. Humphreville, and Louis B. Schultz and Nominal Defendant All American Oil & Gas Incorporated ("AAOG"), alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action as the largest shareholder of AAOG, pursuant to Section 225 of the Delaware General Corporation Law, seeking a declaration of the validity of the removal of Defendants from AAOG's Board of Directors ("Board") and the election of Plaintiff and four other individuals to succeed Defendants on AAOG's Board.

2. As set forth more fully herein, stockholders owning 54.69% of AAOG's outstanding common stock—including Plaintiff—removed Defendants from AAOG's Board pursuant to the provisions of AAOG's By-Laws.

JURISDICTION

3. This Court has subject matter jurisdiction over this action pursuant to 8 *Del. C.* § 225 and pursuant to 10 *Del. C.* § 6501, et seq.

THE PARTIES

4. Nominal Defendant AAOG is a Delaware corporation.

5. Plaintiff Robert G. Morris and wife together own 1,128,332 shares of AAOG common stock. In addition, through his Individual Retirement Account, Robert Morris beneficially owns an additional 125,000 shares of AAOG common stock. Thus, Robert Morris beneficially owns 20.29% of AAOG's 6,176,284 outstanding common stock and is the single largest shareholder of AAOG. Attached hereto as Exhibit 1 is a copy of the stock certificates evidencing Plaintiff's ownership of AAOG common stock.

6. Defendant William C. Morris was the Chairman of the Board of AAOG and the Chief Executive Officer of AAOG until he was removed from those positions by a majority of AAOG's stockholders.

7. Defendant Raymond C. Reed was a member of the Board of AAOG until he was removed from the Board by a majority of AAOG's stockholders.

8. Defendant Edward T. Humphreville was a member of the Board of AAOG until he was removed from the Board by a majority of AAOG's stockholders.

9. Defendant Louis B. Schultz was a member of the Board of AAOG until he was removed from the Board by a majority of AAOG's stockholders.

STATEMENT OF FACTS

10. AAOG was formed on or about December 12, 2003, for the purpose of engaging in the oil and natural gas drilling business. AAOG is a holding company and wholly owns four operating subsidiaries (the "Subsidiaries"), which in turn own and operate oil and natural gas wells in the United States.

11. A copy of AAOG's By-Laws is attached hereto as Exhibit 2. Article III, Section 2 of the By-Laws provides, in relevant part, that there shall be no less than one and no more than five directors on AAOG's Board. Until they were removed, Defendants occupied four of the five seats on AAOG's Board, with fifth Board seat being vacant.

12. Article III, Section 5 of AAOG's By-Laws provides, in relevant part, that: "At any meeting of stockholders called expressly for the purpose of removing a director or directors, any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares entitled to vote at an election of directors."

13. Consistent with the Delaware General Corporation Law, Article II, Section 11 of AAOG's By-Laws provides:

> Any action required or permitted by law, the Certificate of Incorporation, or these Bylaws to be taken at a meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of stock having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voting. Consent does not have to be unanimous. Every written consent must bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to [AAOG] in the manner required by this Section 11, a consent or consents signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take the action that is the subject of the consent are delivered to [AAOG] by delivery to its registered office, its principal place of business, or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the corporation's principal place of business shall be

> addressed to the President or Chief Executive Officer of the corporation. Prompt notice of the taking of any action by stockholders without a meeting by less than unanimous written consent shall be given to those stockholders who did not consent in writing to the action.

COUNT I
(Declaratory Relief Pursuant to 8 *Del. C.* § 225)

14. Plaintiff reiterates and restates the allegations of Paragraphs 1 through 14 above as if fully set forth herein.

15. Attached hereto as Exhibit 3 are copies of written consents signed by AAOG stockholders who, collectively, own 54.69% (3,378,065) shares) of the outstanding shares of AAOG's common stock (the "Written Consents"). Attached hereto as Exhibit 4 is an Excel spreadsheet listing, for each shareholder who signed one of the Written Consents in Exhibit 3, the name of the shareholder who signed the consent, the number of shares owned by the shareholder, and the date that the consent reflects it was signed.

16. The date of the earliest dated written consent is August 26, 2013.

17. Each of the Written Consents contains resolutions: (a) removing the Defendants from AAOG's Board; (b) removing from AAOG's Board anyone else who purports to be a member of AAOG's Board; and (c) appointing and electing Plaintiff, Robert A. Shore, Ashkok Kaveeshwar, Kathryn Vagneur, and Hugh Pearson-Gregory to be the new officers and directors of AAOG.

18. On September 16, 2013, Plaintiff delivered the Written Consents by hand to AAOG's registered agent and by certified mail , return receipt requested, to AAOG's principal place of business.

19. Pursuant to their rights under AAOG's By-Laws, Plaintiff and the other AAOG's stockholders who signed the Written Consents properly removed Defendants from AAOG's Board and replaced them with the individuals identified in Paragraph 17 above.

20. Upon information and belief, one or more of the Defendants will dispute their removal from AAOG's Board.

21. By reason of the foregoing, Plaintiff is entitled to a declaratory judgment that Defendants was properly removed from AAOG's Board and the individuals identified in Paragraph 18 above were properly elected and appointed as Defendants' successors.

WHEREFORE, Plaintiff respectfully requests that this Court enter an order as follows:

(A) declaring that Defendants was properly removed from AAOG's Board;

(B) declaring that Plaintiff Robert G. Morris, Robert A. Shore, Ashkok Kaveeshwar, Kathryn Vagneur, and Hugh Pearson-Gregory were properly elected and appointed as Defendants' successors to AAOG's Board; and

(C) granting such other relief as this Court shall deem appropriate.

PROCTOR HEYMAN LLP

/s/ *Samuel T. Hirzel, II*
Kurt M. Heyman (#3054)
Samuel T. Hirzel, II (#4415)
300 Delaware Avenue, Suite 200
Wilmington, DE 19801
(302) 472-7300
Attorneys for Plaintiff

OF COUNSEL:

SCHLAM STONE & DOLAN LLP
David J. Katz
26 Broadway, 19th Floor
New York, NY 10004
(212) 344-5400

Dated: September 16, 2013

EXHIBIT D

MUTUAL GENERAL RELEASE

This Mutual Release is entered into this __ day of December, 2013 ("Effective Date") by and between the William Morris Parties (as defined below) and the Robert Morris Parties (as defined below) (collectively, the "Parties"). In consideration of the matters set forth in this Mutual Release, the Parties agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 "AAOG" means All American Oil & Gas, Inc., a Delaware Corporation.

1.2 "AS&K" means Axelrod, Smith & Kirshbaum, a Texas law firm.

1.3 "Brader" means Chris Brader and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.4 "B & P" means Brewer & Pritchard, P.C., and Texas professional corporation, and its officers, directors, and employees.

1.5 "Caraballo" means Douglas Caraballo and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.6 "Carol Morris Trust" means the Carol L. Morris Family Trust 2012.

1.7 "CSV" means CSV Holdings Inc., a Colorado Corporation beneficially owned by Elizabeth Morris.

1.8 "Delaware Defendants" means, collectively, the four individuals named in the civil action captioned *Robert G. Morris v. William C. Morris*, C.A. No. 8904 (VCN), and pending in the Delaware Court of Chancery—*viz.*, William C. Morris, Raymond C. Reed, Edward T. Humphreville, and Louis B. Schultz.

1.9 "Duncan Duckett" means Duncan Duckett and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.10 "Ernest Duckett" means Ernest Duckett and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.11 "Stuart Duckett" means Stuart Duckett and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.12 "Suntrust" means the Duncan Duckett, Paul Daly and Suntrust Limited.

1.13 "Fisher" means Steve Fisher and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.14 "Galiasso" means Silvia Galiasso and each of her heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.15 "Golden" means Howard Golden and each of his heirs, executors, estates, administrators, predecessors, successors, assigns.

1.16 "Hagin" means "Hagin Investment Management, Inc." a Delaware corporation.

1.17 "Humphreville" means Edward T. Humphreville and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.18 "IDSH" means IDS Holding, Inc., a Louisiana corporation and a wholly-owned subsidiary of AAOG.

1.19 "Jones" means David Jones and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.20 "Kaveeshwar" means Ashkok Kaveeshwar and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.21 "KRH" means Kern River Holdings, Inc., a Colorado corporation and a wholly-owned subsidiary of AAOG.

1.22 "Matagorda" means Matagorda Resources Co., Inc., a Texas corporation and a wholly-owned subsidiary of AAOG.

1.23 "McMillan" means Scott McMillan and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.24 "McMullin" means Albert McMullin and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.25 "Miles" means Greg Miles and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.26 "Montfort" means Filip Montfort and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.27 "Morris American Partners" means **[TBD]**

1.28 "Carol Morris" means Carol Morris and each of her heirs, executors, estates, administrators, predecessors, successors, assigns.

1.29 "Elizabeth Morris" means Elizabeth Morris and each of her heirs, executors, estates, administrators, predecessors, successors, assigns.

1.30 "Morris Family Trust" means the Morris Family Trust 2012.

1.31 "Robert and Carol Morris Trust" means the "Robert G. Morris & Carol L. Morris Family Trust 2012."

1.32 "James Morris" means James Morris and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

133 "Patrick Morris" means Patrick R. Morris and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.34 "Robert Morris" means Robert G. Morris and each of his heirs, executors, estates, administrators, predecessors, successors, assigns.

1.35 "William Morris" means William C. Morris and each of his heirs, executors, estates, administrators, predecessors, successors, assigns.

1.36 "Nathan" means Helen Nathan and each of her heirs, executors, estates, administrato7rs, predecessors, successors, assigns.

1.37 "Pearson-Gregory" means Hugh Pearson-Gregory and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.38 "Reed" means Raymond C. Reed and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.39 "Robert Morris Parties" means AAOG, Brader, Caraballo, Carol Morris Trust, Duncan Duckett, Ernest Duckett, Stuart Duckett, Suntrust, Fisher, Galiasso, Golden, Hagin, Kaveeshwar, KRH, McMillan, McMullin, Miles, Montfort, Morris American Partners, Carol Morris, Morris Family Trust, Robert and Carol Morris Trust, Patrick Morris, Robert Morris, Nathan, Pearson-Gregory, Shore, Vagneur, and WPSI.

1.40 "Schultz" means Louis B. Schultz and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.41 "Settlement Agreement Documents" means this Mutual Release and the Stock Purchase Agreement dated December __, 2013, among All American Oil and Gas, Inc., CSV Holdings Inc., William C. Morris, Elizabeth Morris, and Robert G. Morris, and any other documents required to be signed in that Stock Purchase Agreement.

1.42 "Shore" means Robert A. Shore and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.43 "Unknown" means claims that any or all of the Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release any other Party and/or any claims that are being released in this Mutual Release, or might affect his, her or its decision to enter into the settlement agreement of which this Mutual Release is a part.

1.44 "Vagneur" means Kathryn Vagneur and each of her heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

1.45 "William Morris Parties" means AS&K, B&P, CSV, Humphreville, IDSH, Jones, Matagorda, Elizabeth Morris, James Morris, William Morris, Reed, Schultz, and Yates.

1.46 "WPSI" means Western Power and Steam Incorporated, a Delaware corporation and a wholly-owned subsidiary of AAOG.

1.47 "Yates" means Christian Yates and each of his heirs, executors, estates, administrators, spouse, predecessors, successors, assigns.

ARTICLE TWO: RELEASED CLAIMS

2.1 Subject to the limitations set forth in this Article 2, upon the Effective Date, each of the Robert Morris Parties releases each of the William Morris Parties, and each of the William Morris Parties releases each of the Robert Morris Parties, from all claims, demands, rights, liabilities, causes of action, obligations, duties, suits, judgments, costs, expenses, and issues of every description whatsoever, whether in contract, tort, equity or otherwise, whether known or Unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, asserted or unasserted, matured or not matured, whether for damages, injunctive relief, or any other remedies, and whether individual, class, direct, derivative, representative, or any other type or in any other capacity, that existed or could have existed from the beginning of time to the Effective Date, or that was asserted or could have been asserted from the beginning of time to the Effective

Date, in any court in the State of Delaware, the State of Texas, the State of California, the United Kingdom, or any other forum or proceeding in the United States or in any other country, including without limitation claims for negligence, gross negligence, indemnification, breach of duty of care, breach of duty of loyalty, bad faith, omission, breach of fiduciary duty, breach of duty of disclosure, negligent misrepresentation, mismanagement, corporate waste, breach of contract, claims based upon or related in any way to any alleged violation of any provision of any state, local, federal, or foreign laws or regulations (including but not limited to the Delaware General Corporation Law and any state, local, federal, or foreign corporate laws or securities laws), or any other alleged wrongdoing or misconduct, or aiding and abetting any of the foregoing, against any or all of the Parties, by or on behalf of any of the Parties or any heir, executor, administrator, representative, agent, successor, transferee or assign of any of the Parties acting in their capacity as such (including, without limitation, any claims, whether direct, derivative, representative or in any other capacity, arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States), and relating in any way to any Party that is an entity or any owner of any Party that is any entity, or any fiduciary or other duty allegedly owed to any Party that is an entity and/or any of their respective owners, and/or the Parties' disclosure obligations under federal, state or any other law (including the law of any jurisdiction outside of the United States), and any other claim related in any way to any of the foregoing.

2.2. No Party is releasing any claims for breach of the Settlement Agreement Documents of which this Mutual Release is a part, or claims to enforce (i) any of the Settlement Agreement Documents of which this Mutual Release is a part or (ii) the obligations of any Party arising from and of the Settlement Agreement Documents.

2.3 The release of claims from each of the Robert Morris Parties in favor of Yates is conditioned upon him providing documentation evidencing termination of any power-of-attorney granted to Yates by each of the Robert Morris Parties.

2.4 Upon the Effective Date, the Parties expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Parties also waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

2.5 The Parties hereby acknowledge that they or their representatives may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Mutual Release, but that it is the Parties' intention to fully, finally, and forever settle and release the claims set forth in Section 2.1 of this Mutual Release.

ARTICLE THREE: MISCELLANOUS

3.1 This Mutual Release is binding upon and inures to the benefit of the Parties' successors and permitted assigns.

3.2 All signatories hereto represent and warrant that the person executing this Mutual Release on behalf of each of the above companies, respectively, is duly authorized to do so. Each Party granting a release herein represents and warrants that he, she, or it has not assigned or

transferred to any other person or entity any of the claims, demands, rights, liabilities, causes of action, obligations, duties, suits, judgments, costs, expenses, or issues released herein.

3.3. This Mutual Release shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

3.4 This Mutual Release may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Mutual Release. Facsimile or e-mail transmission signatures on this Mutual Release shall be deemed as originals.

[The remainder of this page has been intentionally left blank.]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have executed this Mutual Release by their duly authorized representatives, as their own free act and deed:

Chris Brader

Douglas Caraballo

Duncan Duckett

Ernest Duckett

Stuart Duckett

Steve Fisher

Silvia Galiasso

Howard Golden

Edward T. Humphreville

David Jones

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Greg Miles

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Elizabeth Morris

James Morris

Patrick R. Morris

Robert G. Morris

JM

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:
Name:
Title:

AXELROD, SMITH & KIRSHBAUM

By:
Name:
Title:

BREWER & PRITCHARD, P.C.

By:
Name:
Title:

CAROL L. MORRIS FAMILY TRUST 2012

By:
Name:
Title:

CSV HOLDINGS INC.

By: Carol Morris
Name: Elizabeth Morris
Title: president

HAGIN INVESTMENT MANAGEMENT, INC.

By:
Name:
Title:

IDS HOLDING, INC.

By:
Name:
Title:

MATAGORDA RESOURCES CO., INC.

By:
Name:
Title:

EXECUTION COPY

William C. Morris

Hugh Pearson-Gregory

Helen Nathan

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:
Name: Kathryn Vagneur
Title: Treasurer

AXELROD, SMITH & KIRSHBAUM

By:
Name:
Title:

BREWER & PRITCHARD, P.C.

By:
Name:
Title:

CAROL L. MORRIS FAMILY TRUST 2012

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Name:
Title:

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Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

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Name:_____
Title:_____

AXELROD, SMITH & KIRSHBAUM

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By:_____
Name:_____
Title:_____

CAROL L. MORRIS FAMILY TRUST 2012

By:_____
Name:_____
Title:_____

CSV HOLDINGS INC.

By:_____
Name:_____
Title:_____

HAGIN INVESTMENT MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

IDS HOLDING, INC.

By:_____
Name:_____
Title:_____

MATAGORDA RESOURCES CO., INC.

By:_____
Name:_____
Title:_____

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

Kathryn Vagneur

ALL AMERICAN OIL AND GAS, INC.

By:_____
Name:_____
Title:_____

AXELROD, SMITH & KIRSHBAUM

By:_____
Name:_____
Title:_____

BREWER & PRITCHARD, P.C.

By:_____
Name:_____
Title:_____

CAROL L. MORRIS FAMILY TRUST 2012

By:_____
Name:_____
Title:_____

CSV HOLDINGS INC.

By:_____
Name:_____
Title:_____

HAGIN INVESTMENT MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

IDS HOLDING, INC.

By:_____
Name:_____
Title:_____

MATAGORDA RESOURCES CO., INC.

By:_____
Name:_____
Title:_____

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:_____
Name:_____
Title:_____

AXELROD, SMITH & KIRSHBAUM

By:_____
Name:_____
Title:_____

BREWER & PRITCHARD, P.C.

By: Thomas C. Pritchard
Name: THOMAS C. PRITCHARD
Title: V.P.

CAROL L. MORRIS FAMILY TRUST 2012

By:_____
Name:_____
Title:_____

CSV HOLDINGS INC.

By:_____
Name:_____
Title:_____

HAGIN INVESTMENT MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

IDS HOLDING, INC.

By:_____
Name:_____
Title:_____

MATAGORDA RESOURCES CO., INC.

By:_____
Name:_____
Title:_____

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:
Name:
Title:

AXELROD, SMITH & KIRSHBAUM

By:
Name: Robert Axelrod
Title:

BREWER & PRITCHARD, P.C.

By:
Name:
Title:

CAROL L. MORRIS FAMILY TRUST 2012

By:
Name:
Title:

CSV HOLDINGS INC.

By:
Name: Elizabeth Morris
Title: president

HAGIN INVESTMENT MANAGEMENT, INC.

By:
Name:
Title:

IDS HOLDING, INC.

By:
Name: William C. Morris
Title: President

MATAGORDA RESOURCES CO., INC.

By:
Name: William C. Morris
Title: President

EXECUTION COPY

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:_____
Name:_____
Title:_____

AXELROD, SMITH & KIRSHBAUM

By:_____
Name:_____
Title:_____

BREWER & PRITCHARD, P.C.

By:_____
Name:_____
Title:_____

ROBERT G. MORRIS and WNB
CAROL L. MORRIS FAMILY TRUST 2012

By: William H Bristol
Name: WILLIAM H. BRISTOL
Title: Trustee

CSV HOLDINGS INC.

By:_____
Name:_____
Title:_____

HAGIN INVESTMENT MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

IDS HOLDING, INC.

By:_____
Name:_____
Title:_____

MATAGORDA RESOURCES CO., INC.

By:_____
Name:_____
Title:_____

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:
Name:
Title:

AXELROD, SMITH & KIRSHBAUM

By:
Name:
Title:

BREWER & PRITCHARD, P.C.

By:
Name:
Title:

ROBERT G. MORRIS and WNB
CAROL L. MORRIS FAMILY TRUST 2012

By:
Name: MARTON D. MEMTON III
Title: VICE PRESIDENT
CO-TRUSTEE, U.S. TRUST CO. of DELAWARE

CSV HOLDINGS INC.

By:
Name:
Title:

HAGIN INVESTMENT MANAGEMENT, INC.

By:
Name:
Title:

IDS HOLDING, INC.

By:
Name:
Title:

MATAGORDA RESOURCES CO., INC.

By:
Name:
Title:

EXECUTION COPY

William C. Morris

Helen Nathan

Hugh Pearson-Gregory

Raymond C. Reed

Louis B. Schultz

Robert A. Shore

Christian Yates

ALL AMERICAN OIL AND GAS, INC.

By:_____
Name:_____
Title:_____

AXELROD, SMITH & KIRSHBAUM

By:_____
Name:_____
Title:_____

BREWER & PRITCHARD, P.C.

By:_____
Name:_____
Title:_____

CAROL L. MORRIS FAMILY TRUST 2012

By:_____
Name:_____
Title:_____

CSV HOLDINGS INC.

By:_____
Name:_____
Title:_____

HAGIN INVESTMENT MANAGEMENT, INC.

By:
Name: Patrick R Morris
Title: President

IDS HOLDING, INC.

By:_____
Name:_____
Title:_____

MATAGORDA RESOURCES CO., INC.

By:_____
Name:_____
Title:_____

MORRIS AMERICAN PARTNERS

By: Robert G. Morris
Name: Robert G. Morris
Title: Partner

MORRIS FAMILY TRUST 2012

By: _____
Name: _____
Title: _____

[DUCKETT ENTITIES]

By: _____
Name: _____
Title: _____

KERN RIVER HOLDINGS, INC.

By: Robert A Shupe
Name: Robert A Shupe
Title: President

WESTERN POWER AND STEAM INCORPORATED

By: Gregory E. Miles
Name: Gregory E. Miles
Title: President

EXECUTION COPY

MORRIS AMERICAN PARTNERS

By:_____
Name:_____
Title:_____

KERN RIVER HOLDINGS, INC.

By:_____
Name:_____
Title:_____

MORRIS FAMILY TRUST 2012

By: William H Bristol
Name: WILLIAM H. BRISTOL
Title: TRUSTEE & INVESTMENT ADVISOR

WESTERN POWER AND STEAM INCORPORATED

By:_____
Name:_____
Title:_____

DUNCAN DUCKETT, PAUL DALY AND SUNTRUST LIMITED

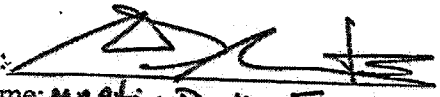
By:_____
Name:_____
Title:_____

EXECUTION COPY

MORRIS AMERICAN PARTNERS

By:_____
Name:_____
Title:_____

MORRIS FAMILY TRUST 2012

By: 
Name: MARTIN D. MORTON III
Title: VICE PRESIDENT
CO. TRUSTEE
U.S. TRUST COMPANY OF DE

DUNCAN DUCKETT, PAUL DALY AND SUNTRUST LIMITED

By:_____
Name:_____
Title:_____

KERN RIVER HOLDINGS, INC.

By:_____
Name:_____
Title:_____

WESTERN POWER AND STEAM INCORPORATED

By:_____
Name:_____
Title:_____

EXECUTION COPY

MORRIS AMERICAN PARTNERS

By:_____
Name:_____
Title:_____

KERN RIVER HOLDINGS, INC.

By:_____
Name:_____
Title:_____

MORRIS FAMILY TRUST 2012

By:_____
Name:_____
Title:_____

WESTERN POWER AND STEAM INCORPORATED

By:_____
Name:_____
Title:_____

DUNCAN DUCKETT, PAUL DALY AND SUNTRUST LIMITED

By: [signature] 07/01/14
Name: STUART DUCKETT (TRUSTEE) Duncan Duckett
Title: TRUSTEE

AGREEMENT REGARDING RESIGNATIONS, INDEMNIFICATION, ADVANCEMENT, AND D&O INSURANCE

This agreement is made and entered as of the 21st day of January, 2014, by and between William C. Morris ("WM"), Edward T. Humphreville ("Humphreville"), and Louis B. Schultz ("Schultz"), on the one hand; and All American Oil and Gas, Inc., a Delaware corporation ("AAOG"), Kern River Holdings, Inc., a Colorado corporation ("KRH"), Western Power and Steam Incorporated, a Delaware corporation ("WPSI"), on the other hand, hereby agree as follows:

WHEREAS, KRH and WPSI are wholly-owned subsidiaries of AAOG, and

WHEREAS, WM, Humphreville, and Schultz (collectively, the "Resigning Directors") have served as directors and/or officers of AAOG, and, to the extent applicable, have served at the request of AAOG as directors and/or officers of KRH and/or WPSI; and

WHEREAS, the Resigning Directors have agreed to resign from any position any of them holds as an officer or director of AAOG, KRH, or WPSI, on the conditions stated herein; and

WHEREAS, the Resigning Directors have requested assurances from AAOG, KRH, and WPSI that, notwithstanding the Resigning Directors' resignations, they will be entitled to rights of indemnification and advancement from AAOG, KRH, and WPSI to the fullest extent permitted by applicable law, and that AAOG, KRH, and WPSI will provide D&O insurance coverage to each of the Resigning Directors; and AAOG, KRH, and WPSI are willing to provide such assurances; and

WHEREAS, Article XI, Sections 1 and 2, of AAOG's bylaws currently provide as follows:

> "Section 1. Mandatory Indemnification. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, the corporation shall indemnify any and all of its directors and officers, or former directors and officers, or any person who may have served at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise.
>
> Section 2. Mandatory Advancement of Expenses. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, the corporation shall pay in advance all expenses (including attorneys' fees) incurred by any director or officer, or former director or officer, or any person who may have served at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in defending any civil, criminal, administrative or investigative action, suit or proceeding. Such person shall repay such amount to the corporation if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized by this Article XI."; and

WHEREAS, Article 10, Sections 10.1 and 10.2, of WPSI's bylaws of WPSI currently provide as follows:

> "10.1 Mandatory Indemnification. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, the Corporation shall indemnify any and all of its directors and officers, or former directors and officers, or any person who may have served at the Corporation's request as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise.
>
> 10.2 Mandatory Advancement of Expenses. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, the Corporation shall pay in advance all expenses (including attorneys' fees) incurred by any director or officer, or former director of officer, or any person who may have served at the Corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in defending any civil, criminal, administrative or investigative action, suit, or proceeding. Such person shall repay such amount to the Corporation if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by this Article 10."; and

WHEREAS, Article 6, Section 6.3, of KRH's bylaws currently provides as follows:

> "Section 6.3. Indemnification. The Corporation shall indemnify all persons performing acts by or for the Corporation to the full extent permitted and in the manner provided by the [Colorado Business Corporation] Act, as the same now exists or may be hereafter amended."; and

WHEREAS, AAOG heretofore has purchased Director & Officer ("D&O') insurance policies for the benefit of, *inter alia*, itself, each of its subsidiaries, and their respective directors and officers, including each of the Resigning Directors; and

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Directors, AAOG, KHR, and WPSI hereby agree as follows.

1. Each of the Resigning Directors hereby resigns from any and all positions he currently holds as a director or officer of AAOG, KRH, and/or WPSI, effective as of January 21, 2014 (the "Effective Resignation Date").

2. Effective immediately following the resignations of the Resigning Directors as provided in paragraph 1 above, AAOG, KRH, and WPSI hereby acknowledge such resignations and, to the extent necessary, accept such resignations.

3. Effective immediately following the acceptance of the resignations of the Resigning Directors as provided in paragraph 2 above, and notwithstanding any amendment hereafter of the certificate of incorporation, articles of incorporation, or bylaws of any of AAOG,

KRH, or WPSI (collectively, the Governance Documents"), AAOG and WPSI agree to provide each of the Resigning Directors with rights of indemnification and advancement to the fullest extent permitted under the Delaware General Corporation Law, as amended from time to time, and KRH agrees to provide rights of indemnification and advancement to each of the Resigning Directors to the fullest extent permitted under the Colorado Business Corporation Act, as amended from time to time. The obligations of AAOG, KRH, and WPSI to provide such indemnification and advancement to each of the Resigning Directors, and the rights of the Resigning Directors to enforce such obligations of AAOG, KRH, and WPSI, shall be contract rights, in addition to any such obligations or rights that may have heretofore existed under any of such corporations' respective Governance Documents and/or under applicable law.

4. AAOG, KRH, and WPSI shall continue to provide D&O insurance coverage for the benefit of each of the Resigning Directors at least to the full extent provided to them prior to their resignations. Notwithstanding the foregoing, in the event that any of AAOG, KRH, or WPSI shall increase the amount and/or scope of any D&O insurance provided to any of their respective directors, officers, or others, the Resigning Directors shall also have the benefit of any such increased coverage.

5. Each of the Resigning Directors represents and warrants that he has the authority to enter into and perform his respective obligations under this agreement; and each of AAOG, KRH, and WPSI, and each of their respective undersigned signatories, represents and warrants that AAOG, KRH, and WPSI have the authority and corporate power necessary to enter into this agreement and perform their respective obligations under this agreement, that execution of this agreement by the undersigned corporate signatories legally obligates AAOG, KRH, and WPSI to perform their obligations under this agreement, and that all corporate actions necessary for the foregoing have been duly accomplished.

6. This agreement: (a) shall be binding upon and shall inure to the benefit of each of the parties and all of its or his respective successors, heirs, assigns, executors, administrators, and personal representatives; (b) contains the parties' entire understanding and agreement with respect to the terms hereof, and supersedes all prior written or oral agreements, understandings, discussions and negotiations with respect to the subject matter hereof; (c) may not be modified except in writing signed by each affected person or entity; (d) shall be construed under and governed by Delaware law, without regard to conflicts of laws principles; (e) this agreement may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement, and a telecopy or an email copy of an executed counterpart shall constitute an original; and (f) is in compromise and settlement of disputed claims and defenses, and shall not be construed as an admission by any party of any improper conduct or the validity of any other party's claims, counterclaims, or defenses. For avoidance of doubt, nothing in this agreement is intended or shall be construed as a waiver of Robert Morris's position taken in Delaware Court of Chancery Civil Action No. 8904-VCN (the "Litigation") that the Resigning Directors were validly removed from the Board of Directors of AAOG via shareholder written consents allegedly executed in August and September 2013 by AAOG shareholders allegedly owning and entitled to vote more than fifty percent (50%) of the outstanding shares of AAOG common stock, or of the similar positions taken by AAOG, RKH, and WPSI after the Effective Resignation Date; and nothing in this agreement is intended or shall

be construed as a waiver of the Resigning Directors' position taken in the Litigation that the alleged written consents were ineffective to validly remove them.

By: _____
William C. Morris

By: _____ 2/4/14
Edward T. Humphreville

By: _____
Louis B. Schultz

All American Oil and Gas, Inc.

By: _____
Print name: Kathryn Viggiano
Print title: Treasurer

Western Power and Steam Incorporated

By: _____
Print name: [illegible] Miles
Print title: President

Kern River Holdings, Inc.

By: _____
Print name: Robert A. Shore
Print title: President

be construed as a waiver of the Resigning Directors' position taken in the Litigation that the alleged written consents were ineffective to validly remove them.

By:_____
William C. Morris

By:_____
Edward T. Humphreville

By:_____
Louis B. Schultz

All American Oil and Gas, Inc.

By: _____
Print name: _____
Print title: _____

Western Power and Steam Incorporated

By: _____
Print name: _____
Print title: _____

Kern River Holdings, Inc.,

By: _____
Print name: _____
Print title: _____

EXHIBIT E

A6012 90019

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Laurence L. Hummer, SBN 93985, Rosslyn Hummer, SBN 190615
LAURENCE L. HUMMER, A LAW CORPORATION
12100 Wilshire Boulevard, Suite 650
Los Angeles, CA 90025
TELEPHONE NO: 310-481-6030 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Plaintiff EDWARD T. HUMPHREVILLE

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles
OCT 02 2015
Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

D-14
TERRY
A.
GREEN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DISTRICT, STANLEY MOSK COURTHOUSE

PLAINTIFF: EDWARD T. HUMPHREVILLE, an individual

DEFENDANT: WILLIAM CHARLES MORRIS, an individual

☑ DOES 1 TO 10

CONTRACT

☑ **COMPLAINT** ☐ **AMENDED COMPLAINT (Number):**

☐ **CROSS-COMPLAINT** ☐ **AMENDED CROSS-COMPLAINT (Number):**

Jurisdiction (check all that apply):

☐ **ACTION IS A LIMITED CIVIL CASE**
Amount demanded ☐ **does not exceed $10,000**
☐ **exceeds $10,000 but does not exceed $25,000**

☑ **ACTION IS AN UNLIMITED CIVIL CASE (exceeds $25,000)**

☐ **ACTION IS RECLASSIFIED by this amended complaint or cross-complaint**
☐ **from limited to unlimited**
☐ **from unlimited to limited**

CASE NUMBER:

BC596713

1. **Plaintiff*** *(name or names):*
EDWARD T. HUMPHREVILLE
alleges causes of action against **defendant*** *(name or names):*
WILLIAM CHARLES MORRIS, and Does 1 to 10
2. This pleading, including attachments and exhibits, consists of the following number of pages: Eight (8)
3. a. Each plaintiff named above is a competent adult
☐ **except** plaintiff *(name):*
(1) ☐ a corporation qualified to do business in California
(2) ☐ an unincorporated entity *(describe):*
(3) ☐ other *(specify):*

b. ☐ Plaintiff *(name):*
a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name *(specify):*
b. ☐ has complied with all licensing requirements as a licensed *(specify):*
c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person
☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe):*
(4) ☐ a public entity *(describe):*
(5) ☐ other *(specify):*

☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe):*
(4) ☐ a public entity *(describe):*
(5) ☐ other *(specify):*

ORIGINAL

CIT/CASE: BC596713
LEA/DEF#:
RECEIPT #: CCH524880049
DATE PAID: 10/02/15 11:46 AM
PAYMENT: $435.00
RECEIVED: $435.00
CHECK: $0.00
CASH: $0.00
CHANGE: $0.00
CARD: $0.00

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

PLD-C-001

SHORT TITLE:	CASE NUMBER:
HUMPHREVILLE v. MORRIS	

4. *(Continued)*
   b. The true names of defendants sued as Does are unknown to plaintiff.
      (1) ☑ Doe defendants *(specify Doe numbers):* 1 to 10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
      (2) ☑ Doe defendants *(specify Doe numbers):* 1 to 10 are persons whose capacities are unknown to plaintiff.
   c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.
   d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are *(names):*

5. ☐ Plaintiff is required to comply with a claims statute, **and**
   a. ☐ has complied with applicable claims statutes, *or*
   b. ☐ is excused from complying because *(specify):*

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.
7. This court is the proper court because
   a. ☐ a defendant entered into the contract here.
   b. ☐ a defendant lived here when the contract was entered into.
   c. ☐ a defendant lives here now.
   d. ☑ the contract was to be performed here.
   e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
   f. ☐ real property that is the subject of this action is located here.
   g. ☑ other *(specify):*
   Paragraph 8(b) of the contract chooses Los Angeles as the forum.
8. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached):*
   ☑ Breach of Contract
   ☐ Common Counts
   ☐ Other *(specify):*

9. ☐ Other allegations:

10. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    a. ☑ damages of: $ 693,200.00
    b. ☑ interest on the damages
       (1) ☑ according to proof
       (2) ☐ at the rate of *(specify):* percent per year from *(date):*
    c. ☑ attorney's fees
       (1) ☐ of: $
       (2) ☑ according to proof.
    d. ☐ other *(specify):*

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows *(specify paragraph numbers):*

Date: October 2, 2015

Laurence L. Hummer, Attorney
(TYPE OR PRINT NAME)

▶ Laurence L. Hummer
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

PLD-C-001(1)

SHORT TITLE:	CASE NUMBER:
HUMPHREVILLE v. MORRIS	

FIRST (number) **CAUSE OF ACTION—Breach of Contract**

ATTACHMENT TO ☑ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff *(name)*: EDWARD T. HUMPHREVILLE

alleges that on or about *(date)*: 09/20/2013

a ☑ written ☐ oral ☐ other *(specify)*:

agreement was made between *(name parties to agreement)*:

WILLIAM CHARLES MORRIS and EDWARD T. HUMPHREVILLE

☑ A copy of the agreement is attached as Exhibit A, or

☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows *(specify)*:

BC-2. On or about *(dates)*: October 1, 2014 defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☑ the following acts *(specify)*:

Failing to make the first installment payment.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement ☐ as stated in Attachment BC-4 ☑ as follows *(specify)*:

The principal sum of $693,200.00 plus interest thereon pursuant to the provisions of Exhibit A attached hereto, Unsecured Promissory Note (Interest-Only With Balloon Final Payment).

BC-5. ☑ Plaintiff is entitled to attorney fees by an agreement or a statute

☐ of $

☑ according to proof.

BC-6. ☐ Other:

Form Approved for Optional Use Judicial Council of California PLD-C-001(1) [Rev. January 1, 2007]

Code of Civil Procedure, § 425.12 www.courtinfo.ca.gov

UNSECURED PROMISSORY NOTE
(INTEREST-ONLY WITH BALLOON FINAL PAYMENT)

$693,200.00 09/20/2013 Los Angeles, CA

On or before September 19, 2016, for value received, the undersigned WILLIAM CHARLES MORRIS (the "Borrower") promises to pay to the order of EDWARD T. HUMPHREVILLE (the "Holder"), in the manner and at the place provided below, the principal sum of $693,200.00..

1. PAYMENT.

All payments of principal and interest under this note will be made in lawful money of the United States of America, in same day funds, without offset, deduction, or counterclaim, at 1415 S.Victoria Ave, CA, 90230 or at such other place as the Holder may designate in writing from time to time.

2. INTEREST PAYMENTS.

Interest only will be payable in yearly installments, beginning on October 1, 2014 and continuing each year until the principal is paid in full together with a final payment on September 19, 2016 of an amount equal to all sums remaining unpaid under this note. Each payment will be credited first to interest and then to principal, and interest will cease to accrue on any principal so paid. Acceptance by the Holder of any payment differing from the designated installment payment listed above does not relieve the Borrower of the obligation to honor the requirements of this note.

3. INTEREST.

Interest on the unpaid principal balance of this note is payable from the date of this note until this note is paid in full, at the rate of 10 % per year, or the maximum amount allowed by California law , whichever is less. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period in which it accrues.

4. PREPAYMENT.

The Borrower may prepay this note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited first to accrued interest, then to principal. No prepayment extends or postpones the maturity date of this note.

Exhibit A

EXECUTION COPY

5. EVENTS OF DEFAULT.

Each of the following constitutes an "Event of Default" under this note: (i) the Borrower's failure to make any payment when due under the terms of this note, including the final balloon payment due under this note at maturity; (ii) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrower; (iii) an assignment made by the Borrower for the benefit of creditors; (iv) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower's assets or property; or (v) the death of the Borrower.

6. ACCELERATION; REMEDIES ON DEFAULT.

If any Event of Default occurs, all principal and other amounts owed under this note will become immediately due and payable without any action by the Holder, the Borrower, or any other person. The Holder, in addition to any rights and remedies available to the Holder under this note, may, in his sole discretion, pursue any legal or equitable remedies available to him under applicable law or in equity.

7. WAIVER OF PRESENTMENT; DEMAND.

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned. Acceptance by the Holder or any other holder of this note of any payment differing from the designated payments listed above does not relieve the undersigned of the obligation to honor the requirements of this note.

TIME OF THE ESSENCE.

Time is of the essence for every obligation under this note.

8. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of California govern this note (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Los Angeles, CA.

9. COLLECTION COSTS AND ATTORNEYS' FEES.

The Borrower shall pay all costs and expenses of the collection of indebtedness evidenced by this note, including reasonable attorneys' fees and court costs in addition to other amounts due, without protest.

10. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** The Borrower may not delegate any performance under this note.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 11, it is void.

11. SEVERABILITY.

If any one or more of the provisions contained in this note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this note, but this note will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this note to be unreasonable.

12. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section 13 to a party at the following addresses:

If to the Borrower:
William C. Morris
310 South Saint Mary's Street
San Antonio, Texas, 78205
Fax Number-210 226 2503
Email Address William@melitaholdings.com

EXHIBIT 1

If to the Holder:
Edward T. Humphreville
1415 S. Victoria Avenue
Los Angeles, CA, 90019

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. HEADINGS.

The descriptive headings of the sections and subsections of this note are for convenience only, and do not affect this note's construction or interpretation.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT 103

Each party is signing this note on the date stated opposite that party's signature.

Date: 9/23/2013 By: [signature]
Name: Edward T. Humphreville

Date: 9/20/2013 By: [signature]
Name: William Charles Morris

10-02-2015

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Laurence L. Hummer, SBN 93985, Rosslyn Hummer, SBN 190615
LAURENCE L. HUMMER, A LAW CORPORATION
12100 Wilshire Boulevard, Suite 650, Los Angeles, CA 90025

TELEPHONE NO.: 310-481-6030 FAX NO.:
ATTORNEY FOR (Name): Plaintiff EDWARD T. HUMPHREVILLE

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles

OCT 02 2015

Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: CENTRAL DIST., STANLEY MOSK COURTHOUSE

CASE NAME:
EDWARD T. HUMPHREVILLE v. WILLIAM CHARLES MORRIS

CIVIL CASE COVER SHEET

☑ **Unlimited** (Amount demanded exceeds $25,000) ☐ **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC596713

JUDGE:

DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☑ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: One (1)
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: October 2, 2015

Laurence L. Hummer, Attorney
(TYPE OR PRINT NAME)

Laurence L Hummer
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

ORIGINAL

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

SHORT TITLE: EDWARD T. HUMPHREVILLE v. WILLIAM CHARLES MORRIS	CASE NUMBER BC596713

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ~~YES~~ NO CLASS ACTION? ~~YES~~ NO LIMITED CASE? ~~YES~~ NO TIME ESTIMATED FOR TRIAL One HOURS/✓DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check **one** Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

ORIGINAL

SHORT TITLE: EDWARD T. HUMPHREVILLE v. WILLIAM CHARLES MORRIS	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☑ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5., 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: EDWARD T. HUMPHREVILLE v. WILLIAM CHARLES MORRIS	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2., 8.
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2.
		☐ A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2., 9.
		☐ A6160 Abstract of Judgment	2., 6.
		☐ A6107 Confession of Judgment (non-domestic relations)	2., 9.
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		☐ A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2., 3., 9.
		☐ A6123 Workplace Harassment	2., 3., 9.
		☐ A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		☐ A6190 Election Contest	2.
		☐ A6110 Petition for Change of Name	2., 7.
		☐ A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		☐ A6100 Other Civil Petition	2., 9.

FILED 02/16/19

SHORT TITLE: EDWARD T. HUMPHREVILLE v. WILLIAM CHARLES MORRIS	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐ 1. ☐ 2. ☐ 3. ☐ 4. ☑ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 1415 S. Victoria Ave.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90019	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: Oct. 2, 2015

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

FOR CONFORMED

EXHIBIT F

Richard M. Foster (SBN 93909)
richard@rmflaw.com
David R. Euredjian (SBN 296334)
david@rmflaw.com
LAW OFFICES OF RICHARD M. FOSTER
5429 Cahuenga Boulevard
North Hollywood, CA 91601
Telephone: (818) 508-1500
Facsimile: (818) 508-1529

Attorneys for Defendant/Cross-Complainant
William Charles Morris

FILED
Superior Court of California
County of Los Angeles

DEC 01 2015

Sherri R. Carter, Executive Officer/Clerk
By _____, Deputy
Ishayla Chambers

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EDWARD T. HUMPHREVILLE, an individual, Plaintiff, vs. WILLIAM CHARLES MORRIS, an individual; and DOES 1 to 10, Defendants.	Case No.: BC596713 **WILLIAM CHARLES MORRIS'S ANSWER TO EDWARD T. HUMPHREVILLE'S COMPLAINT** Assigned to Hon. Terry A. Green, Dept. 14
AND RELATED CROSS-ACTION.	

ANSWER

Defendant William Charles Morris ("Defendant") hereby answers the unverified second amended complaint (the "Complaint") of Plaintiff Edward T. Humphreville ("Plaintiff") as follows:

GENERAL DENIAL

1. Pursuant to Code of Civil Procedure section 431.30(d), Defendant denies, generally and specifically, each and every allegation, statement, matter and each purported cause of action contained in the Complaint. Without limiting the generality of the foregoing, Defendant denies, generally and specifically, that Plaintiff has been damaged at all or in any sum whatsoever, or that Plaintiff is entitled to any of the relief requested or any other relief. Defendant denies that Plaintiff sustained any injury, damage or loss, by reason of any act, omission, or negligence on the part of

CIT/CASE: BC596713
LEA/DEF#:
RECEIPT: CH539791
DATE/PAID: 12/01/15 04:10 PM
PAYMENT: $435.00
RECEIVED:
CHECK: $435.00
CASH: $0.00
CHANGE: $0.00
CARD: $0.00

Defendant, or any agent, servant or employee of Defendant.

2. By alleging the Separate and Distinct Additional Defenses set forth below, Defendant intends no alteration of the burden of proof and/or burden of going forward with evidence which otherwise exists with respect to any particular issue at law or in equity. Furthermore, all such defenses are pleaded in alternative, and do not constitute an admission of liability or that Plaintiff is entitled to any relief whatsoever.

3. Defendant has insufficient knowledge or information upon which to form a basis as to whether he may have additional, as yet unstated, separate defenses available. Defendant reserves the right to amend this Answer to add, delete, or modify defenses based upon legal theories that may be or will be divulged through clarification of the Complaint, through discovery, or through further legal analysis of Plaintiff's position in this action.

SEPARATE AND DISTINCT AFFIRMATIVE DEFENSES

In further answer to the Complaint, and as separate and distinct affirmative defenses, Defendant alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State Facts Sufficient to Constitute a Cause of Action)

1. The Complaint, and each cause of action contained therein, fails to state facts sufficient to constitute a cause of action against Defendant.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. The Complaint is barred, in whole or in part, by all applicable statutes of limitation, including but not limited to the statute of limitations set forth in Business and Professions Code section 17208, and Code of Civil Procedure sections 337, 338, 340, and 345.

THIRD AFFIRMATIVE DEFENSE

(Adequacy of Legal Remedy)

3. Plaintiff's claims for injunctive and/or other equitable relief are barred because Plaintiff has an adequate and complete remedy at law.

///

FOURTH AFFIRMATIVE DEFENSE

(Laches)

4. The Complaint, and each claim for relief contained therein, is barred by the doctrine of laches in that Plaintiff delayed complaining of the alleged conduct, thereby interfering with Defendant's ability to gather documentary and testamentary evidence and potentially inflating the alleged damages by reason of Plaintiff's own actions and course of conduct.

FIFTH AFFIRMATIVE DEFENSE

(Estoppel and Waiver)

5. Plaintiff, by his course of conduct, has waived the right to pursue, and/or should be estopped from pursuing, this action.

SIXTH AFFIRMATIVE DEFENSE

(Unclean Hands)

6. Plaintiff is barred from recovery by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

7. Plaintiff would be unjustly enriched if he were awarded the relief he seeks, and such relief is therefore barred.

EIGHTH AFFIRMATIVE DEFENSE

(Justification)

8. Plaintiff's claims, and each of them, are barred, in whole or in part, because Defendant acted at all times in good faith, without knowledge of any alleged wrongdoing and without a basis for such knowledge.

NINTH AFFIRMATIVE DEFENSE

(Consent/Ratification)

9. Plaintiff's claims are barred because Plaintiff consented to, ratified and/or approved of Defendant's alleged conduct.

///

///

TENTH AFFIRMATIVE DEFENSE

(Proximate Cause)

10. Plaintiff's claims are barred, in whole or in part, from recovery against Defendant insofar as Plaintiff's purported injuries and damages were not proximately caused by any acts or omissions of Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

(Material Breach by Plaintiff)

11. Plaintiff's claims are barred because Plaintiff failed to perform under the Agreement between Fries Film Group, Inc. and Defendant and/or other agreements and their performance was not excused.

TWELFTH AFFIRMATIVE DEFENSE

(Excuse of Performance)

12. Plaintiff is barred from recovering any damages or other relief against Defendant because Defendant was excused from performing under the alleged contracts between Fries Film Group, Inc. and Defendant for reasons, including, but not limited to, Plaintiff's failure to perform and/or breach of the agreements.

THIRTEENTH AFFIRMATIVE DEFENSE

(Bilateral Mistake)

13. Plaintiff is barred from recovering any damages or other relief against Defendant by the defense of bilateral mistake as to the basic assumptions regarding the contract alleged to exist between the parties.

FOURTEENTH AFFIRMATIVE DEFENSE

(Unilateral Mistake)

14. Plaintiff is barred from recovering any damages or other relief against Defendant by the defense of unilateral mistake as to the basic assumptions regarding the contract alleged to exist between the parties.

///

///

FIFTEENTH AFFIRMATIVE DEFENSE

(Frustration of Purpose)

15. Plaintiff is barred from recovering any damages or other relief against Defendant because the express purpose of the contract was frustrated by forces outside Defendant's control, including, but not limited to, Plaintiff's own conduct.

SIXTEENTH AFFIRMATIVE DEFENSE

(Lack of Consideration)

16. Plaintiff is barred from claiming or recovering any relief on the grounds of failure of consideration.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Duress and Undue Influence)

17. The Complaint, and each purported cause of action therein, is barred because the purported contract was procured by duress and undue influence.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Impossibility or Impractability)

18. The Complaint, and each purported cause of action therein, is barred because the purported contract was impossible or impracticable to perform.

NINETEENTH AFFIRMATIVE DEFENSE

(Frustration of Purpose)

19. The Complaint, and each purported cause of action therein, is barred because purpose of the purported contract was frustrated

TWENTIETH AFFIRMATIVE DEFENSE

(Usury)

20. The Complaint, and each purported cause of action therein, is barred because Plaintiff charged a higher interest rate than allowed by law.

///

///

///

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Fraud, Deceit or Misrepresentation)

21. The Complaint, and each purported cause of action therein, is barred because all or part of the purported transactions resulted from Plaintiff's fraud, deceit or misrepresentation.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

22. Based on information and belief, Defendant alleges that Plaintiff, in the exercise of reasonable diligence, could have mitigated the alleged damages to himself, and that Plaintiff failed to exercise such reasonable diligence and has not mitigated such alleged damages. By re`ason thereof, Plaintiff is barred, in whole or in part, from recovering damages from Defendant.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(No Injury)

23. Plaintiff has not suffered any injury or damage as a result of any or conduct on the part of Defendant and, therefore, is barred from seeking recovery on that basis.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Fault of Plaintiff/Third Parties)

24. Any injury or damage allegedly suffered by Plaintiff was caused or contributed to by the conduct of Plaintiff and/or persons or entities other than Defendant, and such conduct offsets, eliminates, or comparatively reduced the liability, if any, of Defendant.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Intervening or Superseding Cause)

25. Plaintiff is barred from recovering any damages or other relief against Defendant because any damage, loss, or injury allegedly sustained by Plaintiff was directly or proximately caused by independent intervening and superseding causes.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Standing)

26. Plaintiff has no standing to bring suit against Defendant.

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TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Capacity)

27. Plaintiff no capacity to bring suit against Defendant.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Speculative Damages)

28. Plaintiff's claims for any alleged damages, injury or loss in the Complaint incurred as a result of any alleged act or conduct by Defendant are barred due to the speculative and uncertain nature of the alleged harm.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(No Duty/No Breach of Duty)

29. Plaintiffs causes of action are barred as against Defendant in that Defendant owed Plaintiff no duty and breached no duty owed, if any, to Plaintiff.

THIRTIETH AFFIRMATIVE DEFENSE

(Offset)

30. Plaintiff's damages are barred, in whole or in part, by the doctrine of offset, to the extent Defendant is entitled to damages against Plaintiff. Thus, to the extent Plaintiff may be seeking an award of damages based upon the Complaint, the supposed damages incurred by Plaintiff, if any, must be offset against and reduced by, *inter alia,* any and all sums Plaintiff owes to Defendant.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Reservation of Rights)

31. Defendant has not knowingly or intentionally waived any applicable affirmative defenses and reserves the right to assert and rely on such other applicable affirmative defenses as may later become available or apparent. Defendant further reserves the right to amend this answer and/or affirmative defenses accordingly and/or to delete affirmative defenses that they determine are not applicable during the course of subsequent discovery.

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PRAYER FOR RELIEF

WHEREFORE, Defendant prays that the Court grant the following relief:

1. That the Complaint be dismissed with prejudice;
2. That Plaintiff take nothing by way of the Complaint;
3. That Defendant be awarded his attorneys' fees and costs of suit; and
4. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Defendant hereby demands that the legal matters at issue herein be tried by jury.

Dated: December 1, 2015

LAW OFFICES OF RICHARD M. FOSTER

By: Richard M. Foster
Richard M. Foster

Attorneys for Defendant/Cross-Complainant
William Charles Morris

PROOF OF SERVICE

I am over the age of 18 years and not a party to the within cause. I am employed in Los Angeles County, California. My business address is 5429 Cahuenga Boulevard, North Hollywood, California 91601.

On the date indicated below, I served the following document(s): **WILLIAM CHARLES MORRIS'S ANSWER TO EDWARD T. HUMPHREVILLE'S COMPLAINT**, on the following person(s):

Laurence L. Hummer
Rosslyn Hummer
LAURENCE L. HUMMER, A LAW CORPORATION
12100 Wilshire Blvd, Ste 650
Los Angeles, CA 90025

Attorneys for Plaintiff

☒ **BY UNITED STATES MAIL.** I enclosed the foregoing document(s) in a sealed envelope, with postage thereon fully prepaid, addressed to the person(s) specified above and placed the envelope for collection and mailing following this firm's ordinary business practices. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, on the same day correspondence is placed for collection and mailing, it is deposited with the United States Postal Service in the ordinary course of business.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the foregoing document(s) in a sealed envelope or package designated by the overnight delivery carrier, with delivery fees paid or provided for, and addressed to the person(s) specified above. I deposited the envelope or package in a box or other facility regularly maintained by the overnight delivery carrier.

☐ **BY PERSONAL SERVICE.** I personally delivered the foregoing document(s) to the person(s) specified above.

☐ **BY FACSIMILE TRANSMISSION.** I transmitted the foregoing document(s) to the person(s) specified above by facsimile transmission and the transmission was reported as complete and without error. This firm's facsimile number is (818) 508-1529.

☐ **BY ELECTRONIC TRANSMISSION.** I transmitted the foregoing document(s) to the person(s) specified above electronically. Electronic service was made from margarit@rmflaw.com.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: December 1, 2015

Margarit Movsesian

Richard M. Foster (SBN 93909)
richard@rmflaw.com
David R. Euredjian (SBN 296334)
david@rmflaw.com
LAW OFFICES OF RICHARD M. FOSTER
5429 Cahuenga Boulevard
North Hollywood, CA 91601
Telephone: (818) 508-1500
Facsimile: (818) 508-1529

Attorneys for Defendant/Cross-Complainant
William Charles Morris

FILED
Superior Court of California
County of Los Angeles
DEC 01 2015
Sherri R. Carter, Executive Officer/Clerk
By _____, Deputy
Ishayla Chambers

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EDWARD T. HUMPHREVILLE, an individual,

Plaintiff,

vs.

WILLIAM CHARLES MORRIS, an individual; and DOES 1 to 10,

Defendants.

Case No.: BC596713

WILLIAM CHARLES MORRIS'S CROSS-COMPLAINT FOR:

(1) BREACH OF IMPLIED CONTRACT;
(2) UNJUST ENRICHMENT;
(3) RESCISSION; AND
(4) DECLARATORY RELIEF

Assigned to Hon. Terry A. Green, Dept. 14

WILLIAM CHARLES MORRIS, an individual,

Cross-Complainant,

vs.

EDWARD T. HUMPHREVILLE, an individual; and ROES 1 through 100, inclusive,

Cross-Defendants.

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Cross-Complainant William Charles Morris alleges as follows:

THE PARTIES

1. Cross-Complainant William Charles Morris ("Morris") is an individual residing in Texas.

2. Morris alleges upon information and belief that Cross-Defendant Edward T. Humphreville is an individual residing in Los Angeles County, California.

3. Morris is ignorant of the true names and capacities of cross-defendants sued herein as ROES 1 through 100, inclusive, and therefore sues these cross-defendants by such fictitious names. Morris will seek leave to amend this Cross-Complaint to allege the true names and capacities of such fictitious cross-defendants when they are ascertained. Morris alleges that each of the cross-defendants sued herein as ROES 1 through 100, inclusive, is in some manner responsible, in whole or in part, for the injuries which have been, are being, and will be suffered by Morris as alleged herein.

4. Morris alleges upon information and belief that each named and fictitious cross-defendant sued herein was the agent, employee, officer, director, partner, principal and/or co-conspirator of every other named and fictitious cross-defendant, and that the acts of each named and fictitious cross-defendant were with the scope of such agency, employment, service, partnership and/or conspiracy in engaging in the acts and/or omissions alleged herein.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10 because the alleged conduct has taken place in Los Angeles, County and the amount in controversy, exclusive of interest, costs, and attorneys' fees, exceeds the jurisdictional minimum of this Court.

6. Venue is proper in the Los Angeles County Superior Court pursuant to Code of Civil Procedure section 395(a) in that the obligation or liability alleged herein arose in Los Angeles County, California. Moreover, the agreements between the parties were to be performed in Los Angeles County, California.

///

GENERAL ALLEGATIONS

Morris Pays for Cross-Defendant Humphreville's Legal Fees

7. In or around September 2013, Robert G. Morris, filed an action in the Court of Chancery of the State of Delaware against Morris, Cross-Defendant Humphreville and two other individuals in connection with their directorship of a corporation.

8. Between approximately September 2013 and March 2014, Morris paid in excess of $220,000.00, in legal and related fees in connection with the defense of the aforementioned action, on his behalf and on behalf of the other three individual defendants (including Cross-Defendant Humphreville).

9. Cross-Defendant Humphreville has failed to pay Morris for the portion of legal fees Morris paid on his behalf.

The Purported Promissory Note

10. In or around September 20, 2015, Cross-Defendant Humphreville, through undue, deceitful and/or fraudulent means, secured Morris' signature on a document purporting to be a promissory note (the "Promissory Note") for $693,200.00.

11. Morris never received the $693,200.00 or any other consideration in connection with the Promissory Note.

FIRST CAUSE OF ACTION

(Breach of Implied Contract – by Morris against all Cross-Defendants)

12. Morris re-alleges and incorporates by reference all paragraphs above, as though fully set forth herein.

13. Morris and Cross-Defendant Humphreville entered into an implied-in-fact contract in or around September 2013 whereby Morris would pay for the legal defense of Morris and Cross-Defendant Humphreville, subject to repayment by Cross-Defendant Humphreville for his share of the costs.

14. Morris performed all of his obligations under the implied contract, except those obligations that he was prevented or excused from performing. Namely, Morris paid the legal fees and costs associated with Cross-Defendant Humphreville's defense.

15. Cross-Defendant Humphreville has failed to pay his portion of the legal fees and costs to Morris.

16. As a direct and proximate result of Cross-Defendant Humphreville's breach, Plaintiff has suffered harm in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Unjust Enrichment – by Morris against all Cross-Defendants)

17. Morris re-alleges and incorporates by reference all paragraphs above, as though fully set forth herein.

18. Cross-Defendants have been unjustly enriched as a result of the conduct described in this Cross-Complaint.

19. Cross-Defendant Humphreville received a benefit from Morris in form of payment for legal fees incurred in connection with the defense of action to which Cross-Defendant Humphreville was a defendant.

20. Retention of the aforementioned benefits by Cross-Defendants would be unjust an inequitable.

21. As a result, Morris seeks the reasonable value of the benefit Cross-Defendants received by way of Morris's payment for legal fees.

THIRD CAUSE OF ACTION

(Rescission – by Morris against all Cross-Defendants)

22. Morris re-alleges and incorporates by reference all paragraphs above, as though fully set forth herein.

23. Morris never received any consideration in connection with the purported Promissory Note, and, therefore seeks rescission.

24. Morris intends service of summons of this complaint to serve as notice of rescission of the purported Promissory Note.

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FOURTH CAUSE OF ACTION

(Declaratory Relief – by Morris against all Cross-Defendants)

25. Morris re-alleges and incorporates by reference all paragraphs above, as though fully set forth herein.

26. Morris brings this cause of action for declaratory relief, seeking a declaration that he is not bound by the purported Promissory Note.

27. An actual controversy has arisen and now exists between Morris and Cross-Defendants regarding their respective rights and obligations under the purported Promissory Note. In particular, Morris is informed and believes that Cross-Defendants' position is that Morris is bound by the purported Promissory Note. On the other hand, Morris does not believe that he is bound by the purported Promissory Note because, among other things, he did not receive any consideration in connection with the purported Promissory Note.

28. A judicial declaration is necessary and appropriate at this time to determine the respective rights and obligations, if any, of Morris and Cross-Defendants under the purported Promissory Note.

29. Thus, Morris seeks a judicial declaration that he is not bound by the purported Promissory Note or, in the alternative, that the purported Promissory Note has been rescinded.

PRAYER FOR RELIEF

WHEREFORE, Morris prays for judgment against Cross-Defendants, and each of them, as follows:

On Morris's First and Second Causes of Action

1. For general and special damages in an amount according to proof;

2. For incidental and consequential damages in an amount according to proof;

On Morris's Third Cause of Action for Rescission

3. For a determination by the Court that the purported Promissory Note has been rescinded;

4. For attorney fees;

///

On Morris's Fourth Cause of Action for Declaratory Relief

5. For a judicial declaration that Morris is not bound by the purported Promissory Note or, in the alternative, that the purported Promissory Note has been rescinded.

6. For attorney fees;

On All Causes of Action

7. For costs of suit as permitted by law; and

8. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Morris hereby demands a trial by jury for all issues so triable.

Dated: December 1, 2015

LAW OFFICES OF RICHARD M. FOSTER

By: Richard M. Foster
Richard M. Foster

Attorneys for Defendant/Cross-Complainant
William Charles Morris

PROOF OF SERVICE

I am over the age of 18 years and not a party to the within cause. I am employed in Los Angeles County, California. My business address is 5429 Cahuenga Boulevard, North Hollywood, California 91601.

On the date indicated below, I served the following document(s): **WILLIAM CHARLES MORRIS'S CROSS-COMPLAINT**, on the following person(s):

Laurence L. Hummer
Rosslyn Hummer
LAURENCE L. HUMMER, A LAW CORPORATION
12100 Wilshire Blvd, Ste 650
Los Angeles, CA 90025

Attorneys for Plaintiff

☒ **BY UNITED STATES MAIL.** I enclosed the foregoing document(s) in a sealed envelope, with postage thereon fully prepaid, addressed to the person(s) specified above and placed the envelope for collection and mailing following this firm's ordinary business practices. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, on the same day correspondence is placed for collection and mailing, it is deposited with the United States Postal Service in the ordinary course of business.

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☐ **BY ELECTRONIC TRANSMISSION.** I transmitted the foregoing document(s) to the person(s) specified above electronically. Electronic service was made from margarit@rmflaw.com.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: December 1, 2015

Margarit Movsesian

EXHIBIT G

From: Laurence Hummer <llh@hummeralc.com>
Sent: Sunday, January 15, 2017 5:07 PM
To: Dave Katz
Cc: Jesse Kaplan; Laurence Hummer
Subject: RE: Possible Communication From William's Lawyer
Attachments: FormProtectiveOrder1Confidential_1.docx

Importance: High

Dave and Jesse,
Plaintiff agrees to all three of your points.
Attached is the L.A. Superior Court form of stipulated protective order in Word format.
I look forward to speaking with Jesse. My office is closed tomorrow, Monday, for the MLK holiday, but I will be working there or at my home office most of the day. My office number is 310-481-6030 and my cell phone is 310-562-4488.
Thank you.
Larry Hummer

From: Dave Katz [davekatz@aaoginc.com]
Sent: Sunday, January 15, 2017 12:34 PM
To: Laurence Hummer
Cc: Jesse Kaplan
Subject: RE: Possible Communication From William's Lawyer

Larry:
Jesse Kaplan of F&T will be representing AAOG in this matter going forward. So please e-mail both of us going forward. After consulting with Jesse, I am willing to authorize Jesse to accept service of a California subpoena on behalf of AAOG seeking to depose AAOG in California (with me testifying on behalf of AAOG) and seeking to have AAOG produce the documents listed in attachment No. 4 to your commission, subject to the following conditions:
1. Plaintiff agrees not to argue that AAOG or I are subject to jurisdiction in California solely by virtue of the fact that AAOG has voluntarily agreed to be deposed in California instead of in Texas.
2. Plaintiff agrees not to serve me or AAOG with any other subpoenas while I am being deposed on behalf of AAOG in California.
3. Plaintiff agrees to put in place a stipulation or confidentiality order that will allow AAOG to designate certain documents it is producing as “Confidential” so that these documents can be used only in this litigation and can be reviewed only by the parties, their counsel, experts, the judge, and court personnel. Jesse will email you tomorrow the standard form of such a stipulation/order that is used in Los Angeles Superior Court.
Your agreement to these conditions can be manifested in a reply to this e-mail and doesn’t need to be memorialized in a separate signed writing. Once you agree to these conditions, Jesse can accept service of your subpoena. In the meantime, I will be turning over to Jesse all responsive documents to the requests in your commission so he can start preparing them to be produced.
As you and I also discussed on the phone yesterday, some of the documents you are requesting cannot be produced by AAOG until our insurance carrier consents because those documents are subject to a confidentiality agreement between AAOG and the carrier. We have already requested the carrier’s consent, and expect to receive it shortly.
With respect to the timing of my deposition, the best dates that work for me are Monday Feb. 20, Tuesday Feb. 21, and Monday February 27. As I also explained to you on the phone, I will be leaving for vacation on Thursday Jan. 19 and will be returning on Jan. 29, so I won’t be able to finalize our document production with Jesse until the first few days of February.

Regards,
David J. Katz, Esq.
Secretary and General Counsel

9601 McAllister Freeway, Suite 221
San Antonio, Texas 78216
+1 (732) 740.4669 Cell

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

From: Laurence Hummer [mailto:llh@hummeralc.com]
Sent: Saturday, January 14, 2017 10:49 PM
To: Dave Katz
Cc: Laurence Hummer
Subject: RE: Possible Communication From William's Lawyer

David,
I attach a pdf copy of the commission that was issued on Thursday by the L.A. Superior Court.
Larry Hummer

From: Laurence Hummer
Sent: Saturday, January 14, 2017 7:30 PM
To: Dave Katz
Subject: RE: Possible Communication From William's Lawyer

David,
On Thursday, we obtained a commission from the California Superior Court, County of Los Angeles, to the courts in Texas for a subpoena to obtain records from All American Oil & Gas regarding the Delaware Chancery Court litigation. Mr. Euredjian is Bill Morris's lawyer. He was at the hearing on Thursday. We don't know what he is trying to communicate to you. Please call me so we can discuss this further.
Larry Hummer
Cell phone 310-562-4488

From: Dave Katz [davekatz@aaoginc.com]
Sent: Friday, January 13, 2017 6:34 PM
To: Laurence Hummer; Ted Humphreville
Subject: Possible Communication From William's Lawyer

Ted/Larry:
See below. Is this from William's lawyer? Notwithstanding the text in the e-mail, nothing was attached to the e-mail. I replied asking for the attachment. Any idea what this is about? The sender also copied the lawyer from the D&O carrier.
(as dictated)
David J. Katz, Esq.
Secretary and General Counsel

9601 McAllister Freeway, Suite 221
San Antonio, Texas 78216
+1 (732) 740.4669 Cell
This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.
From: David Euredjian [mailto:david@rmflaw.com]
Sent: Friday, January 13, 2017 9:09 PM
To: Richard Foster <richard@rmflaw.com>
Cc: Dave Katz <davekatz@aaoginc.com>; joconnor@saiber.com
Subject:
Please see attached.
David Euredjian

Law Offices of Richard M. Foster
5429 Cahuenga Boulevard • North Hollywood, CA 91601
Telephone (818) 508-1500 • Facsimile (818) 508-1529
This email, and its attachments, is intended only for use by the individual or entity to whom it is addressed and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any copying, disclosure or use of this email, and its attachments, is strictly prohibited. If you have received this email in error, please immediately notify the sender and permanently delete the original and every copy of this email and its attachments.

EXHIBIT H

Laurence L. Hummer, Esq. (SBN 93985)
Rosslyn Hummer, Esq. (SBN 190615)
LAURENCE L. HUMMER,
A LAW CORPORATION
12100 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Telephone: 310-481-6030

Attorney for Plaintiff & Cross-Defendant
EDWARD T. HUMPHREVILLE

FILED
Superior Court of California
County of Los Angeles
NOV 02 2017
Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Raul Sanchez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT, STANLEY MOSK COURTHOUSE

EDWARD T. HUMPHREVILLE, an individual,

Plaintiff,

vs.

WILLIAM CHARLES MORRIS, an individual; DOES 1 to 10,

Defendants.

AND RELATED CROSS-ACTION

Case No.: BC596713

ASSIGNED TO THE
HON. WILLIAM FAHEY

DECLARATION OF ROSSLYN HUMMER IN SUPPORT OF MOTION FOR AWARD OF ATTORNEYS' FEES AS COSTS PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1033.5(a)(10)(A) AND CIVIL CODE SECTION 1717

Date: December 8, 2017
Time: 9: 30 am
Dept.: 69

RES ID: 171031263189

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ORIGINAL

11/06/2017

I, Rosslyn Hummer declare:

1. I am a member in good standing of the State Bar of California and admitted to practice in all Courts in the State of California. I am counsel to plaintiff and cross-defendant Edward T. Humphreville ("Mr. Humphreville") in this action. I make this declaration of my own personal knowledge and could, if called to testify, testify competently to the facts set forth herein.

CALCULATING THE APPROPRIATE HOURLY RATE FOR LEGAL SERVICES RENDERED

2. I was admitted to practice on December 5, 1997 and have remained in good standing ever since. Prior to 2016, my entire practice had been devoted to representing clients in litigation matters. I have prosecuted and defended clients in a handful of Superior Court and District Court trials, arbitration before the American Arbitration Association, and in proceedings before the International Trade Commission.

3. In 2016, I became Chair of the Land Use Planning and Environmental Law Sub-committee of the Real Property Section of the Los Angeles County Bar Association. In that capacity, I have moderated several panel discussions relating to land use matters in the City of Los Angeles and have represented clients in land use matters.

4. When I stepped in to assist with the discovery problems in this case, I agreed to represent Mr. Humphreville at a steeply discounted rate of $250 per hour because I know him personally. In 2016, my standard rate representing clients in litigation matters was $400 per hour.

5. In connection with preparing this Motion for an Award of Attorneys' Fees as Costs, I researched the customary rates for attorneys practicing in Los Angeles and handling litigation matters. In particular, I investigated rates set by the so-called Laffey Matrix, [1] published by the Civil Division of the United States Attorney's Office in Washington, D.C. ("USAO"), to determine the community rate for the legal services my colleague and I provided

[1] The Laffey Matrix is named for its use in the seminal case, Laffey v. Northwest Airlines, Inc. (D.D.C. 1983) 572 F. Supp. 354.

in this action. The Laffey Matrix is available online, at a number of websites, including: https://www.justice.gov/usao-dc/file/796471/download and http://www.justice.gov/usao/dc/divisions/civil.html. A true and correct copy of the Laffey Matrix, which I downloaded from the USAO-DC office is attached hereto as **Exhibit 1**.

6. As the Laffey Matrix is a product of the USAO in Washington, D.C., it sets rates for the Baltimore, Maryland – Washington, D.C. area. Adjustments are made for other legal market areas across the country, which adjustments are also available online. In November 2015, California Lawyer published an article discussing practice tips on proving attorneys' fees for fee award applications. That article, available at http://www.callawyer.com/2015/11/how-to-prove-an-attorneys-reasonable-hourly-rates/,[2] sets forth the adjustments made for lawyers in Los Angeles. In November 2015, the adjustment for Los Angeles to the rate set by USAO for the Washington, D.C. area is a plus $21 per hour for attorneys practicing more than twenty (20) years. For attorneys practicing eleven (11) to nineteen (19) years, the adjustment is a plus $18 per hour. A true and correct copy of this article, which I downloaded from the California Lawyer's website, is attached hereto as **Exhibit 2**.

7. Using the Laffey Matrix published by the USAO, and adjusting for Los Angeles, my colleague Laurence L. Hummer – who has been in practice for more than thirty-five (35) years – has the following hourly rates:

2015/2016	2016/2017	2017/2018
$589 per hour	$602 per hour	$623 per hour

[2] There are other sources for these data, notably the Bureau of Labor Statistics, which contain more recent numbers. However, these data are difficult to parse. After I spent a morning trying to navigate the Bureau of Labor Statistics' data, I gave up on this time-consuming and inefficient task that failed to yield any useable information after several hours of work, choosing instead to rely on more readily accessible, albeit a bit dated, secondary-source information that relies on Bureau of Labor Statistics data.

8. My hourly rate, using the same methodology, is as follows:

2015/2016	2016/2017	2017/2018
$522 per hour[3]	$534 per hour	$554 per hour

HOW BILLS WERE PREPARED AND ADJUSTED WHEN NEEDED

9. I keep contemporaneous time records by using a software program called Time Slips to run timers whenever I am engaged in a billable task. I followed this standard practice in keeping track of my time for this matter. For each billing entry, or time slip, I enter a description of the tasks I completed. When I open a time slip, I assign the appropriate activity code based on the first task I undertake. I give each time slip an American Bar Association activity code.

10. As is often the case, I complete many tasks that could be categorized under other ABA activity codes. I generally do not open a new time slip for each task, so that my time entries often include descriptions for work that does not strictly fit the activity code assigned to the particular slip. I follow this practice for efficiency reasons: if I were to open a new time slip for each activity, I would spend hours creating new time slips for each task and then more hours reviewing the many discrete time slips on the client's bill.

11. After I stepped in to assist with discovery in June 2016, I gradually took on the responsibility for reviewing, correcting, and, if necessary, adjusting the bills before presenting them to Mr. Humphreville for payment.

12. When I reviewed our firm's bills, I made adjustments to the amount of time devoted to specific tasks when I felt excessive time had been spent on a task, before presenting the bills to Mr. Humphreville. I am informed and believe and on that basis state that my colleague, Laurence L. Hummer did the same. In particular, after I made a calendaring error regarding the due date to file and serve the initial motions to compel further responses I prepared

[3] The rate for the second half of 2015 and first half of 2016 is largely inapplicable as I did very little work on this matter prior to June 2016.

11/06/2017

in this action, our firm did not charge Mr. Humphreville for the additional work required to re-do those motions. Other reductions were made over the course of our representation.

MR. HUMPHREVILLE IS ENTITLED TO A FEE AWARD OF $251,560.03

13. Mr. Humphreville was billed $251,560.03 for services rendered in this matter by our firm. Attached hereto as Exhibit 3 is a true and correct redacted copy of our firm's billing records for this matter.

14. Using the Laffey Matrix, as adjusted for the Los Angeles market area, the value of the legal services rendered to Mr. Humphreville in securing judgment for him in the full amount sought is $476,074.74. The figure is calculated using the number of hours billed during the relevant time period on the Laffey Matrix for each lawyer, multiplying those hours by the rate set by the Laffey Matrix for that time period, and adding the totals together. In California, this method is commonly referred to as the lodestar method. The calculations yielding the $476,074.74 figure are set forth in greater detail below, at paragraph 170 and **Exhibit 25**.

THE 2013 PROMISSORY NOTE

15. Mr. Humphreville is entitled to an award of attorneys' fees because the promissory note over which he sued William Charles Morris ("Mr. Morris") included an attorneys' fee clause.

16. Mr. Morris entered into this promissory note in September 2013 (the "2013 Promissory Note"). Mr. Humphreville described the process by which Mr. Morris reviewed and agreed to the 2013 Promissory Note in his responses to form interrogatories propounded by Mr. Morris. (**Exhibit 4** at 27:17 – 28:10.) Attached hereto as **Exhibit 4** is a true correct copy of pertinent excerpts of these responses, as well as Mr. Humphreville's verification of those responses.

17. The 2013 Promissory Note came about because Mr. Morris's brother, Robert G. Morris ("Robert") had become unhappy with Mr. Morris's management of All American Oil & Gas, Inc. ("AAOG") and filed a shareholder proxy suit in the Court of Chancery in Delaware to seize control of AAOG from Mr. Morris (the "Delaware Action"). **Exhibit 4.**

18. Prior to being sued, the directors of AAOG, which included Mr. Humphreville, having become aware of Robert's threats to sue, arranged for AAOG to indemnify its directors. **Exhibit 4**.

19. As soon as Robert sued, Mr. Morris reached out to Mr. Humphreville to discuss his worries and concerns about the lawsuit. Mr. Humphreville offered to assist Mr. Morris by lending him money to front the attorneys' fees in the Delaware Action. **Exhibit 4**.

20. But Mr. Humphreville conditioned this loan on Mr. Morris cleaning up all his prior, unpaid, borrowings from Mr. Humphreville. Cleaning up those borrowings took the form of the 2013 Promissory Note. **Exhibit 4**.

AAOG AND ITS CARRIER PAY THE ATTORNEYS' FEES FOR THE DELAWARE ACTION

21. Mr. Morris used the indemnification agreement with AAOG to get AAOG's directors' and officers' liability carrier to pay the bulk of the attorneys' fees incurred in the Delaware Action, with AAOG making up the difference.

22. Even though the lawyers defending the AAOG directors in the Delaware Action had been fully paid, Mr. Morris cross-complained against Mr. Humphreville for those fees, claiming he had incurred "in excess of $220,000" in such fees.

23. In fact, Mr. Morris, AAOG, and its carrier signed a settlement agreement in August 2014 that paid off those fees and all fees were paid off a year and two months before Mr. Morris filed his cross-complaint. Attached hereto as **Exhibit 5** is a true and correct copy of Connolly & Gallagher LLP's ledger report showing that it had been paid in full by October 31, 2014.

24. Connolly & Gallagher LLP produced records pursuant to a subpoena *duces tecum* served under the Uniform Discovery and Deposition Act that show two wires of funds from Mr. Morris, for $20,000 on May 15, 2014 and $10,000 on June 20, 2014, long after the Delaware Action had concluded. These records also show that someone, not identified, wired funds totaling $35,000 in September 2013 at the outset of the matter. Attached hereto as **Exhibit 6** are true and correct copies of records produced by Connolly & Gallagher LLP pursuant to subpoena.

25. The September 2013 wire coincided with Mr. Humphreville's $30,000 wire to Mr. Morris. (Tr. Exh. 119.) As a result, Mr. Morris paid, at most, $35,000 in his own funds to Connolly & Gallagher. Mr. Morris never produced any records showing what he (or anyone) had paid to Connolly & Gallagher.

IN JUNE 2016, I STEPPED IN TO HANDLE DISCOVERY

26. In June 2016, Mr. Hummer asked me to assist in this matter. My first order of business was to take over management of discovery to investigate and try to pin down Mr. Morris's affirmative claims that he was owed money by Mr. Humphreville.

27. On June 7, 2016, I served special interrogatories and a second set of document requests on Mr. Morris. The responses to this discovery fell due on Tuesday, July 12, 2016.

28. The Sunday before July 12th, David R. Euredjian emailed to demand a two and a half week extension. Attached hereto as **Exhibit 7** is a true and correct copy of this email.

29. Mr. Euredjian's proffered reason for the need for an extension was that Mr. Morris was in "another state."

30. First thing on Monday, July 11th, I called Mr. Euredjian's office. The phone was answered by a recording, instructing me to either leave a message in the general mailbox or choose one of the extensions to be connected to the particular person's voice mail box. No extension was listed for Mr. Euredjian, so I left a voice mail for him in the general mail box, asking him to call me to discuss his demand for more time.

31. Mr. Euredjian never returned this call. Instead, he served boilerplate objection-only responses, just as he had in response to the first round of discovery served by my colleague.

32. Not being able to speak with Mr. Euredjian by phone, I drafted a "meet and confer" letter to him, which I emailed on July 18, 2017. See the true and correct copy of the chain of email correspondence between Mr. Euredjian and me between July 18 and July 26, 2016, attached hereto as **Exhibit 8**.

33. Two days later, having still not heard from Mr. Euredjian, I called his office. He refused to accept my call and emailed me instead. Mr. Euredjian informed me that he was working on amending the discovery responses and that he would "extend [my] motion to compel deadline by two weeks. **Id.**

34. I responded by telling him that he needed to call me. I also told him that the fact that Mr. Morris was out of state was not relevant, the discovery sought information he must have had in hand when he responded to the first round of discovery and so should not require additional time, that Mr. Humphreville had not agreed to an extension, and that he still had not told me when I could expect substantive responses. **Id.**

35. Mr. Euredjian's response was to tell me that I "cannot dictate how this litigation is to proceed – [which] is best left to the Code and the Judge." He also repeated the excuse he'd used for his delays in responding to the first round of discovery (in which he took four months to produce any documents), namely that trial was far off. **Id.**

36. I responded and again told him he needed to call me. I also told him we needed to meet and confer and that it could not be done via email. **Id.**

37. Mr. Euredjian balked at meeting and conferring by phone but then offered Thursday and Friday of that week, only to withdraw that offer three minutes later to state that he was only available to meet and confer during the "late evening on Thursday." **Id.**

38. I reserved a hearing date and told him that my deadline to move to compel was July 27, 2016. **Id.**

39. Mr. Euredjian replied to inform me that my deadline to move to compel was not July 27, 2016 – which was based on the only then-available hearing date I was able to reserve with Department 14 – but rather August 31, 2016. **Id.**

40. I gave him the hearing date, reminded him that Judge Green had ordered the parties to meet and confer in person, and suggested that his boss, Richard Foster, who had actually signed the discovery responses, step in to meet and confer if he was not available. **Id.**

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41. He repeated his argument that the deadline to move to compel was August 31, 2016, asserting that I could not "use [my] decision to reserve an earlier motion date to claim that [my] deadline is somehow a month sooner than it really is." And then he repeated, again, that "[t]rial isn't until next year." He then offered to meet in person, but indicated he could not be available to do so until after August 1, 2016. His email repeated other arguments and justifications as well. **Id.**

42. My response met with yet another round of accusations and lectures about how litigation is "supposed" to be handled and how my demands for timely attention to discovery problems was somehow outrageous. This exchange would set the pattern for all issues that came up in this litigation: Mr. Eurejdian would send lengthy, accusatory emails that did nothing to solve the issue at hand and instead wasted everyone's time as week after week slipped by with no progress on resolving Mr. Morris's incomplete, inaccurate, misleading, contradictory, and, as it would turn out, untruthful discovery responses.

AFTER GETTING NOWHERE, MR. HUMPHREVILLE MOVES TO COMPEL

43. After getting nowhere with Mr. Euredjian in email communications about his client's non-substantive placeholder objection-only discovery responses, I filed two motions to compel further responses to discovery, one for the special interrogatories propounded on June 7 and the other for the second set of document requests propounded that same day.

44. The day before the motions to compel were due, Mr. Euredjian served amended objections and responses on me. Instead of just sending them by mail, as had been his practice, Mr. Euredjian also served "courtesy copies" on me via email. In these "Amended Objections and Responses to Special Interrogatories, Set One, Mr. Morris claimed to have incurred "$467,000 in fees and costs in the Delaware Action." Mr. Morris offered no explanation for why this figure was more than double the $220,000 he had claimed in his cross-complaint.

45. Unfortunately, I mis-calendared the due date for these motions and filed and served them one day late. At the time I calendared the due date for the papers based on the August 17, 2016 hearing date, the lacourts.org website had not yet added the feature that allowed

the calculation of court days in relation to proposed hearing dates. This meant that Mr. Euredjian served amended discovery responses the day the motions to compel were due. He insisted then that the motions could not be filed because they were now moot. I confirmed that case law does not hold this view and filed my motions the next day, still ignorant of my calendaring error. Mr. Euredjian then insisted these motions had been filed in bad faith.

46. As soon as Mr. Euredjian pointed out my error, I reserved a new hearing date and served amended notices of motion. Regrettably, the first available hearing date for our motions to compel was December 13, 2016, a full six months *after* the discovery had been served.

47. The pertinent timeline is as follows:

a. Mr. Euredjian served amended responses on Tuesday, July 26;

b. I filed my motions to compel Wednesday, July 27;

c. Mr. Euredjian pointed out my calendaring error Thursday, July 28;

d. I acknowledged the error, reserved a new hearing date, served amended notices of motion, and asked Mr. Euredjian to provide me his availability to meet and confer the next day about the deficient discovery responses on Monday, August 1;

e. Mr. Euredjian claimed he was not available until Tuesday, August 2.

Attached hereto as **Exhibit 9** is a true and correct copy of Mr. Euredjian's July 28, 2016 email to me.

48. After Mr. Euredjian agreed to a date and time to meet and confer, I told him I would reserve a conference room, which started another argument about why we had to meet and confer in person.

49. Then he started an argument about *where* we would meet before finally agreeing to meet at the courthouse. Attached hereto as **Exhibit 10** is a true and correct copy of this email exchange.

50. After we met and conferred for more than three hours on August 4, 2016, Mr. Euredjian agreed to summarize our agreements in writing and to supplement several discovery responses but then didn't send me that summary for two and half weeks, letting yet more time slip by.

51. In the meantime, the mediation completion date was approaching, and I was still trying (and failing) to get basic document production out of Mr. Morris and his counsel.

52. The day after Mr. Euredjian forwarded his summary of our meet and confer agreements, I wrote to him about inaccuracies and omissions from that summary.

53. He responded more than two weeks later, on September 6, to tell me he was "working on this." Attached hereto as **Exhibit 11** is a true and correct copy of this email exchange.

54. By September 8, when I contacted Mr. Euredjian to find out the status, he told me he was still waiting to hear back from his client. September 8 was five full weeks after we met and conferred in person.

55. The next day, I pointed out to him that our mediation briefs were due and that we could not proceed without Mr. Morris's documents. Mr. Euredjian proposed delaying mediation by two weeks. I then began working on solving the mediation scheduling problem. Attached hereto as **Exhibit 12** is a true and correct copy of my email exchanges with Mr. Euredjian about mediation scheduling.

56. By mid-September, when I determined that we were unable to proceed with mediation because I refused to mediate without missing documents, Mr. Euredjian advised me via email that Mr. Morris was not going be available until after October 5, 2016, engendering yet more delay. Attached hereto as **Exhibit 13** is a true and correct copy of this email.

57. And I still did not have supplemental responses to the discovery he'd agreed to supplement at our August 4, 2016 meet and confer meeting.

58. On September 15, 2016, I gave up and advised Mr. Euredjian that if I would seek *ex parte* relief vacating the mediation cut-off and, while there, seek guidance from the Court on how to proceed in light of the continuing discovery problems. I asked Mr. Euredjian to let me know when he'd be available for an *ex parte* hearing. The next day, Mr. Euredjian served supplemental special interrogatory responses and produced thirty pages of documents.

59. I had to postpone the *ex parte* hearing due to illness, and exchanged email with Mr. Euredjian about rescheduling for a date that worked with his schedule. Attached hereto as **Exhibit 14** is a true and correct copy of this email exchange.

60. In the meantime, I reviewed the supplemental discovery responses Mr. Euredjian served on September 16, 2016 to discover that he had not corrected the problems we had discussed, at length, in our August 4, 2016 meet and confer meeting. In these "Second Amended Objections and Responses to Special Interrogatories, Set One, Mr. Morris now claimed "$419,000 in "attorneys' fees were incurred" in the Delaware Action. I emailed Mr. Euredjian about the continuing problems with the supplemental discovery responses on September 20, 2016. My email erroneously identified our meet and confer date as August 11. Attached hereto as **Exhibit 15** is a true and correct copy of this email exchange.

MR. MORRIS'S DISCOVERY GAMES IMPEDED MEDIATION

61. Mr. Morris's discovery responses and, in particular, his document production, was important not just to prepare this case for trial, but to assist my colleague and me in preparing our client for a meaningful mediation.

62. Long before I became involved in this matter, I am informed and believe and on that basis state that my colleague Mr. Hummer had informed Mr. Euredjian many times that while he was happy to mediate as the Court had ordered, he would not proceed with mediation without first obtaining Mr. Morris's documents.

63. Nonetheless, Mr. Euredjian, whenever confronted with our concerns about his discovery defalcations and delays, would argue that our concerns were absurd, as trial was far away. He made the same argument about mediation.

64. Mr. Euredjian's obstruction meant that the October 2016 deadline to mediate approached while it was clear his client had not fully responded to discovery nor produced all the responsive documents and Mr. Humphreville had no mechanism to force the issue prior to mediation absent *ex parte* relief from the Court. Ultimately, I would have to seek *ex parte* relief three times to get the mediation deadline extended.

65. In addition, Mr. Humphreville had agreed to Mr. Morris's chosen mediator. But it turned out that his mediator required a long lead time to both schedule the mediation date and submit documents and mediation briefs to him ahead of that date.

66. So, on September 29, 2016, Mr. Humphreville moved *ex parte* to vacate the mediation completion date and seek guidance from the Court on how to proceed in light of continuing discovery problems and the long lead time for a hearing on his motions to compel.

67. Mr. Euredjian did not heed the oft-repeated admonition by Judge Green that lead counsel must appear at all hearings and sent an associate in his stead who didn't know anything about the file, misrepresented Mr. Morris's age to excuse his behavior in discovery while simultaneously insisting that they'd done all they could to comply with Mr. Humphreville's "burdensome and oppressive" demands. This lawyer was not prepared to and did not take notes about the Court's ruling.

68. While I was in Department 14 to obtain relief from the mediation cut-off, which the Court granted, I asked the Court to advise on how he thought we should proceed with the discovery dispute, given that the motions to compel had been filed in July, but the hearings would not be until December and the discovery dispute had become a moving target.

69. I proposed and the Court agreed that I file and serve amended motions to compel within statutory notice for the December 13th date reserved for hearing on the motions to compel so that the Court would have the most current information about the status of discovery in hand for that hearing.

70. The Court ordered the parties to meet and confer in person and again ordered lead counsel to appear at all hearings.

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71. After the hearing concluded, I stopped Mr. Euredjian's colleague in the hall and pointed out to her that the problems with Mr. Morris's document production were particularly concerning since his email production was in complete disarray. I told her that the email production suffered from several defects, including:

a. no documents from the "sent mail" folder had been produced;

b. most attachments were missing;

c. attachments that were provided were separated from their transmittal emails;

d. provided attachments were missing pages;

e. emails were incomplete, missing pages;

f. pages were produced out of order, so there was no way to tell which attachments went with which email nor which page represented the continuation of any given email;

g. emails had been produced in at least three different formats, making it impossible to tell if later productions corrected and/or provided the missing pages left out of earlier productions;

h. no email communications (of which there were many hundreds) between just Mr. Morris and Mr. Humphreville were produced;[4] Mr. Morris only produced "group" email communications; and

i. the document production had failed to include a privilege log.

72. She acknowledged my concerns, made no commitments, and left.

THE COURT GRANTS THE MOTIONS TO COMPEL

73. In keeping with the Court's September 28, 2016 orders, I filed and served amended motions to compel on November 14, 2016 ahead of the December 13, 2016 hearing.

[4] Among the email communications between just Mr. Humphreville and Mr. Morris that Mr. Morris failed to produce was email he had sent to Mr. Humphreville that asked Mr. Humphreville to stay off a conference call so he could talk to "his" lawyer, Robert D. Axelrod.

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74. Despite Judge Green's explicit order to counsel for Mr. Morris on September 29, 2016 that lead counsel appear at all hearings, Mr. Euredjian sent Any Arutyunyan to the hearing. I believe, but am not certain that Ms. Arutyunyan is the same lawyer who appeared on September 29th. Attached hereto as **Exhibit 16** is a true and correct copy of the transcript of the December 13, 2016 hearing on my motions to compel further responses to special interrogatories and requests for production.

75. The Court asked about my concerns with Mr. Morris's responses to the special interrogatories and, after I explained that I could not tell what the terms of Mr. Morris's alleged implied or implied-in-fact contract were and that the response to Special Interrogatory No. 13 seeking those terms conflicted with the response to Special Interrogatory No. 6, the Court asked Ms. Arutyunyan to answer that question. (**Exhibit 16** at 2:20 – 3:10 and 3:28 – 4:3.) She was unable to provide a meaningful answer because she was not handling the matter and fell back on stating that "I was told that all of the interrogatories were responded to, fully responded to … ." (**Exhibit 16** at 3:13 – 17.)

76. In response, the Court pointed out – again – that lead counsel needed to attend hearings and that the failure to send lead counsel "just wastes everybody's time." Judge Green instructed Ms. Arutyunyan to write down the question I had asked and have Mr. Euredjian answered it, followed by a verified amended response. (**Exhibit 16** at 18 – 25 and 4:4 – 7.)

77. The Court also asked me to identify what other issue/interrogatory I needed addressed. I explained that I needed to understand the basis for Mr. Morris's claim that Mr. Humphreville owed him fees for the Delaware Action and identified Special Interrogatory No. 8 as addressing this issue. (**Exhibit 16** at 4:13 – 17 and 22 – 24.)

78. The Court ordered Mr. Euredjian to answer these questions and "get them to Plaintiff by January 9th." (**Exhibit 16** at 4:25 – 27.)

79. The Court then turned to the subject of Mr. Morris's document production, granted the motion and ordered Mr. Morris to confirm a diligent search and to provide a privilege log. (**Exhibit 16** at 8:2 – 12.)

80. Ms. Arutyunyan represented to the Court that Mr. Morris had done a thorough search for responsive documents. Nonetheless, Judge Green ordered Mr. Morris to confirm that he had completed a diligent search for responsive documents – searched "high and low" – and to produce a privilege log for documents withheld or redacted.[5]

81. But Mr. Euredjian did not obey the Court's order. He failed to answer the questions I posed at hearing, which the Court ordered him to answer, and he failed to provide verified amended responses to me by January 9, 2017. These failures started another round of disputation over discovery.

MR. MORRIS CONTINUED TO WITHHOLD RESPONSIVE DOCUMENTS

82. At some point in the endless back and forth with Mr. Euredjian that followed the December 13, 2016 hearing on my motions to compel, it became clear that Mr. Morris was withholding documents from production on a vague assertion of "confidentiality."

83. When I asked Mr. Euredjian point-blank if this was the case, he told me his hands were tied and he could not provide me with these "confidential" documents. Mr. Euredjian made this assertion even though he had not sought a protective order and had not provided any log of withheld documents.

IN PARALLEL WITH SQUABBLES OVER WRITTEN DISCOVERY AND MEDIATION, THERE WAS A STRUGGLE OVER SCHEDULING MR. MORRIS'S DEPOSITION.

84. On December 14, 2016, the day after the Court granted Mr. Humphreville's motions to compel further responses to special interrogatories and document requests, I emailed Mr. Euredjian to ask for dates for Mr. Morris's deposition. Attached hereto as **Exhibit 17** is a true and correct copy of my email to Mr. Euredjian and his reply.

85. Four weeks later, on January 9, 2017, the day Mr. Morris's supplemental discovery responses were due to me, but had not been delivered, Mr. Euredjian replied, offering January 18, 2017, at Mr. Euredjian's office. Mr. Euredjian claimed that Mr. Morris would then

[5] Among the documents produced by Mr. Morris were altered, incomplete, and redacted bills for legal services from Connolly & Gallagher, defense counsel in the Delaware Action, and Robert D. Axelrod, Mr. Morris's personal counsel.

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be in Southern California and would sit for his deposition then. Attached hereto as **Exhibit 18** is a true and correct copy of my email exchange with Mr. Euredjian about Mr. Morris's deposition and Mr. Euredjian's failure to serve the court-ordered supplemental responses to discovery and the privilege log.

86. My December 14, 2017 request for dates for Mr. Morris's deposition was not my first attempt to get Mr. Morris's deposition scheduled. Long before December 14, 2017, when Mr. Morris's gamesmanship over his discovery responses was affecting our ability to timely mediate, I asked the Court, on two separate occasions, to compel Mr. Morris to come to Los Angeles for deposition as a sanction for Mr. Euredjian's continued failure to communicate timely, respond to discovery timely, appear at hearings as ordered, or and to cooperate in mediating this dispute. The Court denied these requests.

87. After Mr. Euredjian and the colleagues he sent to hearings to cover for him declared it outrageous for me to demand that Mr. Morris sit for deposition in Southern California, and I again demanded dates, Mr. Euredjian told me it was difficult to schedule the Morris's Deposition because it required him to block four days out of his calendar to travel to San Antonio, Texas to prepare Mr. Morris and defend him.

88. I pointed out to him the inefficiency of having him spend four days in San Antonio and our office traipsing to Texas when it was far simpler, and cheaper, to have Mr. Morris come here. But Mr. Euredjian insisted that this dispute would proceed "according to code" and that the deposition would take place in San Antonio.

89. So after all of this disputation over the location for Mr. Morris's deposition, I was surprised to see Mr. Euredjian's email of January 9, 2017.

90. But I was also not going to notice Mr. Morris's deposition for his counsel's office.

91. My insistence that Mr. Morris depose at our office, as is customary, led to another round of disputation via email, with Mr. Euredjian accusing me of "always being so hostile[]" even as he again insisted that his delays in scheduling things did not "squeeze [me] in any way." He claimed he offered his office as a "courtesy to [me]." And he claimed to be confused about

my communications about his failure to comply with Judge Green's order granting my motions to compel. **Exhibit 18**.

92. I gave Mr. Euredjian *ex parte* notice and appeared in Department 14 on January 12, 2017. Judge Green ordered Mr. Euredjian to produce a privilege log, along with the missing amended discovery responses and he committed to email it to me. That same afternoon, Mr. Euredjian emailed these documents to me, stating, "Here are the documents that were served on the 9th and which you claimed you did not have." Attached hereto as **Exhibit 19** is a true and correct copy Mr. Euredjian's email to me transmitting these documents.

93. But Mr. Euredjian did not produce responsive documents. Instead, he logged them as "confidential" on the privilege log.

94. I immediately reviewed these discovery responses and determined that Mr. Euredjian still had not complied with the Court's December 13, 2016 order and figured out that he was now withholding certain documents from production on grounds of some "confidentiality" claim without having done anything about securing the protective order he required in order to produce those "confidential" documents.

95. The next morning, I gave *ex parte* notice by phone to his receptionist Margaret and then emailed him the same details. Mr. Euredjian responded by claiming that the withheld documents were not "wrongfully withheld" and that "the relieve you seek cannot be granted *ex parte*." He continued, "Mr. Morris has already made arrangements to sit for his deposition on January 18, 2017 at your office and we fully intend to move forward with his deposition on that date." Attached hereto as **Exhibit 20** is a true and correct copy of my email to Mr. Euredjian and his reply.

96. Thereafter, my colleague and I spent hours chasing after Mr. Euredjian, AAOG, and AAOG's carrier, AIG to obtain agreement that the "confidential" settlement agreement Mr. Morris had entered into with AAOG and AIG could be produced in this action, under the auspices of a protective order.

97. Mr. Euredjian did nothing to assist with the production of the documents he had withheld, even though it was his burden to seek and obtain permission to produce the documents from AAOG and AIG and to arrange for the protective order that would allow their production. Attached hereto as **Exhibit 21** is a true and correct copy of my email exchanges with Mr. Euredjian regarding these matters.

98. While Mr. Euredjian was having me jump through hoops to secure the protective order and get agreement from AAOG and AIG about the production of the documents he withheld, he kept pestering me to take my noticed *ex parte* off calendar, but would not commit to producing the documents. At the same time, he continued to insist that Mr. Morris's deposition would proceed on January 18, 2017. **Id.**

99. Because he refused to tell me whether he would produce the documents, I appeared at my noticed *ex parte* hearing. I needed a Court order to ensure the documents would be produced before Mr. Morris's deposition. Because of the time difference between Los Angeles and New York and the holiday weekend, I was not able to secure agreement from AIG regarding the production before Friday, January 13th. If the deposition was to proceed on January 18 and I was to obtain the withheld documents beforehand, I had to seek Court intervention on January 17, 2017.

100. At hearing on January 17, 2017, Judge Green remarked on the fact that we had just been before him Thursday before. Judge Green asked me "what's going on"? I explained to him that I had reviewed the privilege log emailed the Thursday before, following his order at that *ex parte* hearing and had determined that the first three documents should not have been withheld, that Mr. Morris's deposition was the next day, and that the documents were required for the deposition. Attached hereto as **Exhibit 22** is a true and correct copy of the transcript of this *ex parte* hearing. This exchange is found at 2:19-26.

101. After the Court examined the first entry on the privilege log, the Settlement Agreement Between Defendant and All American Oil & Gas, he asked, "Why would that be privileged?" **Id.** at 3:2-9.

102. Mr. Euredjian answered, "Because it's confidential, your honor." **Id.** at 3:10.

103. Even after the Court indicated it would enter a protective order, Mr. Euredjian still balked at producing the settlement agreement because of its confidentiality provision. **Id.** at 4:20 – 26.

104. I explained to the Court that we had not been able to obtain confirmation from AIG but pointed out that the Settlement Agreement itself, while labeled confidential, included a clause that allowed confidentiality to be waived if a court order required its production. Judge Green noted, "I can fix that. I'll order it. That was easy. Sign the protective order and I'll sign it." **Id.** at 4: 27 - 5:12.

105. Thereafter, Mr. Euredjian conceded to production of the other documents withheld. And the Court ordered them to be produced by 1:00 pm. **Id.** at 5:22 – 28 and 6:20.

106. In sum, it took nine (9) separate hearings to obtain basic discovery about Mr. Morris's thirty-one (31) affirmative defenses and four (4) cross-claims.

THE SAME DAY MR. MORRIS'S SUPPLEMENTAL DISCOVERY WAS DUE (AND NOT PROVIDED), MR. MORRIS'S COUNSEL SERVED WRITTEN DISCOVERY ON MR. HUMPHREVILLE.

107. One year and a hundred days after he was sued, Mr. Morris served written discovery on Mr. Humphreville.

108. Mr. Morris served form interrogatories, special interrogatories, requests for admission, and requests for production.

109. The discovery was unfocused and extremely broad. For example, Mr. Morris sought every communication Mr. Humphreville had ever had with anyone in his capacity as a member of the board of directors of AAOG. Mr. Humphreville's service on the AAOG board had nothing to do with and no bearing on the dispute between the parties.

110. This discovery was also duplicative. Mr. Morris propounded Form Interrogatory Nos. 9.2, 15.1, and 50.1 seeking all documents relating to Mr. Humphreville's claims and defenses and then asked for the same information a second time in eight (8) separate special interrogatories, Nos. 7, 10, 13, 16, 19, 22, 25, and 28.

111. In order to respond to this discovery, Mr. Humphreville retained an IT professional to ensure that he collected all his email, from all folders, relating to AAOG and his loans to Mr. Morris.

112. Mr. Humphreville also used this IT professional to collect data from old, no-longer used computers.

113. And Mr. Humphreville purchased Time Slips, even though he had abandoned the use of this billing software in 2007, to ensure that his Time Slips billing records had accurately migrated to Bill Quick in 2007.

114. My colleague and I both dealt with the IT professional on the collection of data from old computers and the email files. And I reviewed all the billing records, going back to 1998, to confirm that Bill Quick had accurately converted old Time Slips records.

UNFORTUNATELY, MR. MORRIS'S OBSTRUCTIONISM CONTINUED AT DEPOSITION AND MR. HUMPHREVILLE WAS FORCED TO SERVE CONTENTION DISCOVERY.

115. On January 23, 2017, I served contention discovery on Mr. Morris, consisting of form interrogatories, special interrogatories, requests for production, and requests for admission.

116. On January 24, 2017, I served a Demand for Bill of Particulars on Mr. Morris, demanding that he account for the expenses he claimed Mr. Humphreville was obligated to reimburse him for the Delaware Action.

117. Mr. Euredjian sought – by email – a long extension to the due date for Mr. Morris's Bill of Particulars. I gave him a week.

118. The day the extension ran, Mr. Euredjian emailed to say that he had substituted out of the case and asked for another extension on the due date for the Bill of Particulars. I declined.

119. Mr. Morris never responded to the contention discovery and never served a Bill of Particulars.

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BECAUSE MR. MORRIS COULDN'T TELL US WHAT HE PAID IN DELAWARE, OR WHAT MR. HUMPHREVILLE "OWED" HIM FOR DELAWARE, MR. HUMPHREVILLE WAS FORCED TO SEEK THIRD-PARTY DISCOVERY OUT OF STATE.

120. My colleague and I identified three third-party witnesses with information likely to confirm or refute Mr. Morris's claim that he had expended vast sums of money personally to defend the Delaware Action and that Mr. Humphreville owed him for his "share" of those expenditures: (i) Connolly & Gallagher LLP, counsel to the board of directors of AAOG in the Delaware Action; (ii) AAOG; and (iii) Robert D. Axelrod, Mr. Morris's personal attorney.

121. All of these third-party witnesses were located out of state.

122. Mr. Humphreville already had records from Connolly & Gallagher that showed the history of payments for its services in the Delaware Action. But these records were inadmissible hearsay absent their production pursuant to a business-records subpoena. So I prepared an *ex parte* application to the Court to obtain a Commission to take out of state discovery of Connolly & Gallagher.

123. Mr. Humphreville also already had a great deal of information from AAOG. He knew, for example, that Mr. Morris had entered into a series of agreements with AAOG and suspected that these agreements paid off Connolly & Gallagher for its services in the Delaware Action. And he knew Mr. Morris had not paid them. Mr. Humphreville also knew from Connolly & Gallagher that Mr. Morris himself had paid no more than $65,000 toward their bill. While some of this information was admissible as Mr. Humphreville could authenticate it, other information we knew existed and had obtained informally was necessary to defeat Mr. Morris's fraudulent cross-complaint. And again, it would have to be produced pursuant to regular process in order to be admissible.

124. AAOG agreed to cooperate with our third-party discovery by accepting a California deposition subpoena, producing documents pursuant to a protective order, and appearing for deposition in Los Angeles.

125. Even with AAOG's cooperation, a great deal of attorney time was devoted to securing this discovery in order to defend against Mr. Morris's sham cross-complaint. All of this time is reflected in our firm's bills to Mr. Humphreville.

126. I pursued the discovery from Connolly & Gallagher, while my colleague worked with AAOG to obtain its documents and depose its General Counsel.

127. In order to seek discovery from Connolly & Gallagher, I had to apply, *ex parte*, to the Court for a Commission to take out of state discovery and then had to retain services in Wilmington, Delaware to apply for a subpoena from the Superior Court of Delaware Prothonotary using the Uniform Interstate Deposition and Discovery Act and serve that subpoena on Connolly & Gallagher.

MR. MORRIS, NOW IN PRO PER, BECOMES EVEN LESS COMMUNICATIVE.

128. After Mr. Morris substituted into represent himself in this action, he became even less communicative.

129. I wrote to him after receiving the substitution of attorney about the March 31, 2017 pre-trial meeting of counsel Mr. Euredjian had agreed to. He did not respond.

130. I tried to call him ten days later. The phone number listed on the substitution of counsel did not connect. Thereafter, I tried him on his home phone line. This phone was answered by a message machine and the messages I left went unanswered. Only once when I called this number did Mr. Morris pick up, surprised to find me on the line.

131. He ignored all my efforts to communicate with him by email, phone, or letter until March 1, 2017, when he called me after I emailed him to find out if he objected to AAOG obtaining a copy of his deposition testimony.

132. During this phone call, I broached all the topics I had covered in my previous, unanswered communications.

133. Mr. Morris told me he knew he had missed deadlines, but did not say what he was going to do about it.

134. He did tell me he intended to decide on new counsel the following week.

MR. MORRIS BOTH ASKED TO MEDIATE AND THEN BROKE HIS PROMISES TO PROVIDE FINANCIAL RECORDS PRIOR TO MEDIATION.

135. Once communications with Mr. Morris were restored, he broached the subject of mediation. He told me that he wanted to mediate. He told me he didn't have any money and he hoped we could resolve the dispute in mediation.

136. I told him that we were open to mediate, but would not do so absent full disclosures from him. He promised to provide financial records demonstrating his penury prior to the mediation.

137. And then he again stopped communicating for more than a month. I had to follow up with him repeatedly, by phone and email, to learn the status of his planned production of his financial records.

138. As before, the promised documents arrived late and internally and externally incomplete. He failed to respond to my many questions about the financial records he provided.

139. He failed to produce the records for other accounts identified in the records he did produce, despite my asking for those records.

140. And he produced everything late.

141. Prior to the mediation, we were uncertain whether it would proceed because he failed to communicate with the mediator, failed to pay his deposit, failed to confirm attendance, and failed to submit any kind of writing to the mediator about his position in this dispute.

142. The mediator suggested we proceed as if all was confirmed and hope that he appear.

143. At mediation, he claimed poverty and paid the mediator with a post-dated check.

144. After it became clear we were not going to be able to settle, I asked him to come to my office the next day so that we could meet and confer about all the pre-trial matters that needed to be addressed.

MR. MORRIS CONDUCTS PRE-TRIAL MEETING WITH COUNSEL

145. On May 13, 2017, the day following the mediation, my colleague Mr. Hummer and I met with Mr. Morris at our office.

146. He told us he intended to proceed with a jury trial.

147. After confirming this fact with him twice, I outline for him the seven motions in limine we planned to file. I went through each proposed motion in limine in detail, describing what it was, what we were asking the Court to exclude, and the evidence and law in support of each motion.

148. I did the same with our planned motion to exclude evidence pursuant to Code of Civil Procedure §454.

149. Mr. Morris indicated he understood our position, told us he planned to oppose each motion, and asked about procedural matters.

150. I gave him all the deadlines relating to the pre-trial motions. He did not write any of this information down.

151. We then turned to the pre-trial work that had to be completed for a jury trial. Again, we covered each required paper, and the deadlines for completion of all pre-trial tasks. I pointed Mr. Morris to on-line resources for each of these items, including Court rules and jury instructions.

152. I covered in some detail what was required of him regarding jury instructions and pointed him to the www.courts.ca.gov website for information about jury instructions.

153. Again, Mr. Morris did not take any notes.

154. Mr. Morris then told us he planned to hire trial counsel and indicated that he hoped to retain Mr. Axelrod to represent him at trial.

155. As we concluded the meeting, we reminded Mr. Morris that he needed to stay in touch and we had to work cooperatively to ready the case for trial. I warned him that if he failed to oppose the eight motions we had discussed, failed to cooperate in the preparation of pretrial

documents, and/or failed to prepare jury instructions, he risked having his jury demand stricken. At the end of our meeting, Mr. Morris reiterated that he planned to proceed by jury.

MR. MORRIS VANISHES

156. And then Mr. Morris stopped all communications with our firm.

157. He did not respond to email. He did not return phone calls. His cell phone voicemail box was often full and would not accept messages. Messages left at his home went unanswered. He answered no letters. He submitted no draft pre-trial documents to us so we could complete joint documents. He did not respond to our request for input on the trial exhibit list. And he failed to oppose any of the motions set to be heard on the first day of trial.

158. As a result, we prepared and filed a unilateral trial exhibit list. We filed a unilateral witness list. We prepared a unilateral statement of the case. We filed our pre-trial motions. But we did not prepare jury instructions.

159. On June 12, 2017, Mr. Morris failed to appear at the Final Status Conference. He did not communicate with the Court or with us.

160. At the Final Status Conference, the Court continued the Final Status Conference to June 26, 2017, the first day of trial, ordered me to prepare jury instructions, and ordered me to give notice.

161. I prepared jury instructions relating to Mr. Morris's claims in his cross-complaint that Mr. Humphreville had breached an implied or implied-in-fact contract and those of his thirty-one affirmative defenses that required jury instructions.

162. I also prepared all the exhibit binders required for a jury trial.

TRIAL

163. On the first day of trial, June 26, 2017, Mr. Morris appeared. The first thing he said to me, before our matter was called, was that he was "foregoing the jury."

164. The Court warned Mr. Morris that he was in trouble because he had not responded to the Motion to Exclude Evidence Pursuant to CCP 454.

165. Mr. Morris asked for the Court's indulgence on grounds that he had foregone the jury, was not a lawyer, and, because he could present the evidence of what he claimed Mr. Humphreville owed him in less than half a day, he should be allowed to put on that evidence and proceed with his cross-complaint.

166. The Court denied this request, struck his cross-complaint, and sent us out for trial in Department 69.

167. After the Court entered its ruling finding that Mr. Morris had breached the 2013 Promissory Note and awarded damages to Mr. Humphreville, Mr. Morris told me at the courthouse that he intended to appeal. Thereafter, the only communication our firm has had with Mr. Morris has consisted of him calling to arrange for a set of trial exhibits to be shipped to him in Texas.

168. The Court entered judgment for plaintiff Mr. Humphreville on June 27, 2017. In entering judgment, the Court found that Mr. Morris agreed with Mr. Humphreville to memorialize the amounts Mr. Morris owed Mr. Humphreville and that Mr. Morris did not object to the amount listed on the 2013 Promissory Note. Attached hereto as **Exhibit 23** is a true and correct copy of the transcript for the second day of trial. The Court's findings are located at 42:19-21.

POST-TRIAL

169. Following trial, I prepared a memorandum of costs and judgment for the Court. The Court entered judgment on August 31, 2017.

170. Thereafter, I commenced work on this attorneys' fees motion. I reviewed the bills presented to Mr. Humphreville in this matter, from inception through submission of the [Proposed] Judgment and Memorandum of Costs. These bills total $251,560.03. I calculated what Mr. Humphreville's bill for legal services in this action would be using the Laffey-Matrix, as adjusted for the Los Angeles legal market, and added costs incurred by Mr. Humphreville but not recoverable on a Memorandum of Costs to arrive at a value of $476,074.74 for the legal

services provided to Mr. Humphreville in this action. Attached hereto as **Exhibit 24** is my calculation of these fees.

I swear under penalty of perjury under the laws of the State of the California that the foregoing is true and correct.

Executed this 15th day of November, 2017 at Los Angeles, California.

Rosslyn Hummer

11/06/2017

11/08/2011

EXHIBIT 1

USAO ATTORNEY'S FEES MATRIX — 2015-2018

Revised Methodology starting with 2015-2016 Year

Years (Hourly Rate for June 1 – May 31, based on change in PPI-OL since January 2011)

Experience	2015-16	2016-17	2017-18
31+ years	568	581	602
21-30 years	530	543	563
16-20 years	504	516	536
11-15 years	455	465	483
8-10 years	386	395	410
6-7 years	332	339	352
4-5 years	325	332	346
2-3 years	315	322	334
Less than 2 years	284	291	302
Paralegals & Law Clerks	154	157	164

Explanatory Notes

1. This matrix of hourly rates for attorneys of varying experience levels and paralegals/law clerks has been prepared by the Civil Division of the United States Attorney's Office for the District of Columbia (USAO) to evaluate requests for attorney's fees in civil cases in District of Columbia courts. The matrix is intended for use in cases in which a fee-shifting statute permits the prevailing party to recover "reasonable" attorney's fees. *See, e.g.*, 42 U.S.C. § 2000e-5(k) (Title VII of the 1964 Civil Rights Act); 5 U.S.C. § 552(a)(4)(E) (Freedom of Information Act); 28 U.S.C. § 2412(b) (Equal Access to Justice Act). The matrix has not been adopted by the Department of Justice generally for use outside the District of Columbia, or by other Department of Justice components, or in other kinds of cases. The matrix does **not** apply to cases in which the hourly rate is limited by statute. *See* 28 U.S.C. § 2412(d).

2. A "reasonable fee" is a fee that is sufficient to attract an adequate supply of capable counsel for meritorious cases. *See, e.g., Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 552 (2010). Consistent with that definition, the hourly rates in the above matrix were calculated from average hourly rates reported in 2011 survey data for the D.C. metropolitan area, which rates were adjusted for inflation with the Producer Price Index-Office of Lawyers (PPI-OL) index. The survey data comes from ALM Legal Intelligence's 2010 & 2011 Survey of Law Firm Economics. The PPI-OL index is available at http://www.bls.gov/ppi. On that page, under "PPI Databases," and "Industry Data (Producer Price Index - PPI)," select either "one screen" or "multi-screen" and in the resulting window use "industry code" 541110 for "Offices of Lawyers" and "product code" 541110541110 for "Offices of Lawyers." The average hourly rates from the 2011 survey data are multiplied by the PPI-OL index for May in the year of the update, divided by 176.6, which is the PPI-OL index for January 2011, the month of the survey data, and then rounding to the nearest whole dollar (up if remainder is 50¢ or more).

3. The PPI-OL index has been adopted as the inflator for hourly rates because it better reflects the mix of legal services that law firms collectively offer, as opposed to the legal services that typical consumers use, which is what the CPI-

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Legal Services index measures. Although it is a national index, and not a local one, *cf. Eley v. District of Columbia*, 793 F.3d 97, 102 (D.C. Cir. 2015) (noting criticism of national inflation index), the PPI-OL index has historically been generous relative to other possibly applicable inflation indexes, and so its use should minimize disputes about whether the inflator is sufficient.

4. The methodology used to compute the rates in this matrix replaces that used prior to 2015, which started with the matrix of hourly rates developed in *Laffey v. Northwest Airlines, Inc.* 572 F. Supp. 354 (D.D.C. 1983), *aff'd in part, rev'd in part on other grounds*, 746 F.2d 4 (D.C. Cir. 1984), *cert. denied*, 472 U.S. 1021 (1985), and then adjusted those rates based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Baltimore (DC-MD-VA-WV) area. Because the USAO rates for the years 2014-15 and earlier have been generally accepted as reasonable by courts in the District of Columbia, see note 9 below, the USAO rates for those years will remain the same as previously published on the USAO's public website. That is, the USAO rates for years prior to and including 2014-15 remain based on the prior methodology, *i.e.*, the original *Laffey* Matrix updated by the CPI-U for the Washington-Baltimore area. *See Citizens for Responsibility & Ethics in Washington v. Dep't of Justice*, --- F. Supp. 3d ---, 2015 WL 6529371 (D.D.C. 2015) and Declaration of Dr. Laura A. Malowane filed therein on Sept. 22, 2015 (Civ. Action No. 12-1491, ECF No. 46-1) (confirming that the USAO rates for 2014-15 computed using prior methodology are reasonable).

5. Although the USAO will not issue recalculated *Laffey* Matrices for past years using the new methodology, it will not oppose the use of that methodology (if properly applied) to calculate reasonable attorney's fees under applicable fee-shifting statutes for periods prior to June 2015, provided that methodology is used consistently to calculate the entire fee amount. Similarly, although the USAO will no longer issue an updated *Laffey* Matrix computed using the prior methodology, it will not oppose the use of the prior methodology (if properly applied) to calculate reasonable attorney's fees under applicable fee-shifting statutes for periods after May 2015, provided that methodology is used consistently to calculate the entire fee amount.

6. The various "brackets" in the column headed "Experience" refer to the attorney's years of experience practicing law. Normally, an attorney's experience will be calculated starting from the attorney's graduation from law school. Thus, the "Less than 2 years" bracket is generally applicable to attorneys in their first and second years after graduation from law school, and the "2-3 years" bracket generally becomes applicable on the second anniversary of the attorney's graduation (*i.e.*, at the beginning of the third year following law school). *See Laffey*, 572 F. Supp. at 371. An adjustment may be necessary, however, if the attorney's admission to the bar was significantly delayed or the attorney did not otherwise follow a typical career progression. *See, e.g., EPIC v. Dep't of Homeland Sec.*, 999 F. Supp. 2d 61, 70-71 (D.D.C. 2013) (attorney not admitted to bar compensated at "Paralegals & Law Clerks" rate); *EPIC v. Dep't of Homeland Sec.*, 982 F. Supp. 2d 56, 60-61 (D.D.C. 2013) (same). The various experience levels were selected by relying on the levels in the ALM Legal Intelligence 2011 survey data. Although finer gradations in experience level might yield different estimates of market rates, it is important to have statistically sufficient sample sizes for each experience level. The experience categories in the current USAO Matrix are based on statistically significant sample sizes for each experience level.

7. ALM Legal Intelligence's 2011 survey data does not include rates for paralegals and law clerks. Unless and until reliable survey data about actual paralegal/law clerk rates in the D.C. metropolitan area become available, the USAO will compute the hourly rate for Paralegals & Law Clerks using the most recent historical rate from the USAO's former *Laffey* Matrix (*i.e.*, $150 for 2014-15) updated with the PPI-OL index. The formula is $150 multiplied by the PPI-OL index for May in the year of the update, divided by 194.3 (the PPI-OL index for May 2014), and then rounding to the nearest whole dollar (up if remainder is 50¢ or more).

8. The USAO anticipates periodically revising the above matrix if more recent reliable survey data becomes available, especially data specific to the D.C. market, and in the interim years updating the most recent survey data with the PPI-OL index, or a comparable index for the District of Columbia if such a locality-specific index becomes available.

9. Use of an updated *Laffey* Matrix was implicitly endorsed by the Court of Appeals in *Save Our Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (en banc). The Court of Appeals subsequently stated that parties may rely on the updated *Laffey* Matrix prepared by the USAO as evidence of prevailing market rates for litigation counsel in the Washington, D.C. area. *See Covington v. District of Columbia*, 57 F.3d 1101, 1105 & n.14, 1109 (D.C. Cir. 1995), *cert. denied*, 516 U.S. 1115 (1996). Most lower federal courts in the District of Columbia

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have relied on the USAO's *Laffey* Matrix, rather than the so-called "*Salazar* Matrix" (also known as the "LSI Matrix" or the "Enhanced *Laffey* Matrix"), as the "benchmark for reasonable fees" in this jurisdiction. *Miller v. Holzmann*, 575 F. Supp. 2d 2, 18 n.29 (D.D.C. 2008) (quoting *Pleasants v. Ridge*, 424 F. Supp. 2d 67, 71 n.2 (D.D.C. 2006)); *see, e.g., Joaquin v. Friendship Pub. Charter Sch.*, 188 F. Supp. 3d 1 (D.D.C. 2016); *Prunty v. Vivendi*, 195 F. Supp. 3d 107 (D.D.C. 2016); *CREW v. U.S. Dep't of Justice*, 142 F. Supp. 3d 1 (D.D.C. 2015); *McAllister v. District of Columbia*, 21 F. Supp. 3d 94 (D.D.C. 2014); *Embassy of Fed. Republic of Nigeria v. Ugwuonye*, 297 F.R.D. 4, 15 (D.D.C. 2013); *Berke v. Bureau of Prisons*, 942 F. Supp. 2d 71, 77 (D.D.C. 2013); *Fisher v. Friendship Pub. Charter Sch.*, 880 F. Supp. 2d 149, 154-55 (D.D.C. 2012); *Sykes v. District of Columbia*, 870 F. Supp. 2d 86, 93-96 (D.D.C. 2012); *Heller v. District of Columbia*, 832 F. Supp. 2d 32, 40-49 (D.D.C. 2011); *Hayes v. D.C. Public Schools*, 815 F. Supp. 2d 134, 142-43 (D.D.C. 2011); *Queen Anne's Conservation Ass'n v. Dep't of State*, 800 F. Supp. 2d 195, 200-01 (D.D.C. 2011); *Woodland v. Viacom, Inc.*, 255 F.R.D. 278, 279-80 (D.D.C. 2008); *American Lands Alliance v. Norton*, 525 F. Supp. 2d 135, 148-50 (D.D.C. 2007). *But see, e.g., Salazar v. District of Columbia*, 123 F. Supp. 2d 8, 13-15 (D.D.C. 2000). Since initial publication of the instant USAO Matrix in 2015, multiple courts similarly have employed the USAO Matrix rather than the *Salazar* Matrix for fees incurred since 2015. *E.g., Electronic Privacy Information Center v. United States Drug Enforcement Agency*, --- F. Supp. 3d ---, 2017 U.S. Dist. LEXIS 111175, at *17 (D.D.C. 2017) ("After examining the case law and the supporting evidence offered by both parties, the Court is persuaded that the updated USAO matrix, which covers billing rates from 2015 to 2017, is the most suitable choice here.") (requiring re-calculation of fees that applicant had computed according to *Salazar* Matrix); *Clemente v. FBI*, No. 08-1252 (BJR) (D.D.C. Mar. 24, 2017), slip op. at 9-10 (applying USAO Matrix, as it is "based on much more current data than the *Salazar* Matrix"). The USAO contends that the *Salazar* Matrix is fundamentally flawed, does not use the *Salazar* Matrix to determine whether fee awards under fee-shifting statutes are reasonable, and will not consent to pay hourly rates calculated with the methodology on which that matrix is based.

11/06/2017

EXHIBIT 2

California LAWYER
"the Web portal for California's lawyers"

PRACTICAL TIPS

How to Prove an Attorney's Reasonable Hourly Fee

Savvy lawyers consult various published matrices when preparing a fee application to submit to a judge.

BY GERALD G. KNAPTON | NOVEMBER 5, 2015

What is a reasonable hourly rate for a lawyer's time? The question is no idle inquiry, especially for litigants who advocate—and judges who must adjudicate—how much to award in a given case. In recent years, three key information sources have proven helpful in determining the issue. They are the Laffey Matrix, the Real Rate Report, and the Legal Billing Report.

LAFFEY MATRIX

The Laffey Matrix—which derives its name from a seminal case, *Laffey v. Northwest Airlines, Inc.* (572 F. Supp. 354 (D.D.C. 1983), aff'd in part, rev'd in part on other grounds, 746 F.2d 4 (D.C. Cir. 1984), cert. denied, 472 U.S. 1021 (1985))—is a free resource published each year by the U.S. Attorney's office for the District of Columbia. It offers tiered rates for lawyers, differentiated according to their years of experience. The matrix is available at (www.justice.gov/usao/dc/divisions/civil.html).

The Laffey rates are accepted in Washington, D.C.-area courts as one factor to consider when setting fees. Some courts in other areas also use them, although often the courts are required to make adjustments to take the cost of a local lawyer's time into account. One simple way to do that is to use federal wage data (available at (www.bls.gov/oes) to establish, say, San Francisco's 8 percent higher average wage for lawyers compared to that for the District of Columbia. (*Garnes v. Barnhardt* (2006 WL 249522 at *7 (N.D. Cal.); see also *Chanel, Inc. v. Doan*, 2007 WL 781976 (N.D. Cal.).); and *Syers Properties III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014).)

"In any fee application, it is crucial to document the hours spent on the matter as well as the appropriateness of the rate to be applied."

REAL RATE REPORT

Another useful source is a commercially prepared report of actual rates that have been paid by real clients. Called the Real Rate Report, it is published by Wolters Kluwer, an information, software, and related corporate legal-services company (www.wkelmsolutions.com). The report was first released in 2012 and has been updated and improved several times since then.

The data used for the 2014 Real Rate Report (the most recent available) includes more than $16.2 billion in fees billed and paid through TyMetrix for legal services in the United States during the seven-year period of 2007 through 2013. It includes fees paid by 90 companies to more than 5,600 law firms and more than 206,000 timekeepers, and it covers approximately 141,000 partners and associates spread across more than 350 U.S. metropolitan areas.

The rate data in the report is presented in a variety of ways: high-level data cuts, industry analysis, and practice-area analysis, among others. Rates by timekeeper category are supplied for 59 cities. In-depth data for ten large cities has been mapped to twelve separate practice areas, such as Labor and Employment and Corporate, for example. Data is also parsed based on the size of the firm.

Like the Laffey Matrix before it, the Real Rate Report has been accepted by many courts. (See *Hicks v. Toys 'R Us-Delaware, Inc.*, 2014 WL 4670896 at *1 (C.D. Cal.).) But note that some courts have chosen not to rely on this reference in cases involving noncorporate clients and specific practice areas that have not been surveyed. (See *Johnson v. Wayside Property, Inc.*, 2014 WL 6634324 at *7 (E.D. Cal.) (court declined to rely on the Real Rate Report in disability case litigated for noncorporate client).)

LEGAL BILLING REPORT

A third reliable source comes from Thomson Reuters, which several times a year compiles hourly rates from bankruptcy court filings by case and timekeeper. It used to be known as Westlaw Court Express but is now called the Legal Billing Report. Each report has two sections. One is sorted by region/law firm, and the other is by billing rate/region. This is the most granular of reports, including the names of timekeepers, law firms, and the case names and numbers of the matters.

As with the other sources, only some courts accept these rates (*Stonebrae, L.P. v. Toll Bros.*, 2011 WL 1334444 at *14 (N.D. Cal. Apr. 7, 2011)); see also *Pegoraro v. Marrero*, 2013 WL 55829 (S.D.N.Y.)). Other judges question their use in the absence of proper foundational facts, such as

EX. 2

comparative data for similar practice areas [redacted] similar geographic regions (see *Cotton v. City of E* [redacted], 889 F. Supp. 2d 1154, 1169 (N.D. Cal. 2012)).

In any fee application, it is crucial for attorneys to document the hours spent on the matter as well as the appropriateness of the rate to be applied. Though counsel of record, and opining experts, can of course state their views regarding hourly rates in the community, nothing is more convincing than an objective study of actual rates conducted by a third party. In that vein, these three resources can be helpful when evaluating a request for attorneys fees in the abstract, but also invaluable when making a presentation to the court or negotiating with opposing counsel.

SNAPSHOT OF RATES

Experience (years)	Laffey: D.C.	Laffey: S.F.	Laffey: L.A.	Real Rate Report
20+	**$520**	**$562**	**$541**	**$645**
11–19	**$460**	**$497**	**$478**	**$575**
8–10	**$370**	**$400**	**$385**	**$364**
4–7	**$300**	**$324**	**$312**	**$204**
1–3	**$255**	**$275**	**$265**	**$192**
Paralegals/law clerks	**$150**	**$156**	**$140**	**$166**

Gerald G. Knapton is a partner at Ropers Majeski Kohn & Bentley in Los Angeles.

11/06/2017

11/06/2017

EXHIBIT 3

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL.: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

December 4, 2015

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10109

Professional Services

			Hrs/Rate	Amount
9/1/2015	LLH	A106 Communicate (with client) Call from Ted Humphreville, discuss status and [redacted] Memo to file. L120 Analysis/Strategy	0.21 $420.00/hr	87.62
10/2/2015	LLH	A103 Draft/revise Draft complaint. Email to Ted Humphreville. Finalize pleadings and court filing forms and arrange filing. L210 Pleadings	2.20 $420.00/hr	922.95
10/9/2015	LLH	A104 Review/analyze Review court notice of case management conference on Feb. 1, 2016. L120 Analysis/Strategy	0.27 $420.00/hr	111.77
10/16/2015	LLH	A104 Review/analyze Review/analyze pleading, how to serve defendant in Texas. L210 Pleadings	0.46 $420.00/hr	195.18
11/16/2015	LLH	A107 Communicate (outside counsel) Return call after reviewing message from David of law office in the Valley from Friday. Leave message. Telecon David Euredjian, attorney for defendant, and give 15 day extension of time to respond to the complaint. Exchange email. Forward email exchange with comments to Ted Humphreville. L120 Analysis/Strategy	0.26 $420.00/hr	108.15
		For professional services rendered		$1,425.67

EX. 3

Client-Matter No.:333-301 Dec 4, 2015
Edward T. Humphreville, CPA Page 2

Additional Charges :

			Qty/Price	Amount
10/2/2015	LLH	E112 Court fees Pay court filing fee for complaint using law firm operating account check no. 3741. L210 Pleadings	1 435.00	435.00
10/19/2015	LLH	E107 Delivery services/messengers Pay Now Legal Services $49.50 on its invoice 59864 for filing in Superior Court on October 2, 2015 using portion of law firm operating account check number 3764. L210 Pleadings	1 49.50	49.50
12/1/2015	LLH	E107 Delivery services/messengers Pay Now Legal Services Invoice CC1422 for court filing on October 19, 2015, using portion of law firm operating account check number 3794. L210 Pleadings	1 49.50	49.50
		Total costs		$534.00
		For professional services rendered		$1,959.67
		Total amount of this bill		$1,959.67
		Balance due		$1,959.67

Timekeeper Summary

Name	Hours	Rate	Amount
Laurence L. Hummer	3.40	420.00	$1,425.67

11/05/2017

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL.: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

January 5, 2016

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10124

				Amount
		Previous balance		$1,959.67
		Professional Services		
			Hrs/Rate	
12/4/2015	LLH	A107 Communicate (outside counsel) Call defendant's attorney, David Euredjian, re not having received response, leave voice message asking him to call, asking whether it is time to just take Mr. Morris's default. Speak to Margaret of his office when she returns the call to advise that answer was filed and served, and offers to email a copy to me. Calendar response date. Email to Ted Humphreville. L120 Analysis/Strategy	0.20 $420.00/hr	84.00
12/11/2015	LLH	A106 Communicate (with client) Telecall from Ted Humphreville, discuss Bill Morris's claims in his cross-complaint. L120 Analysis/Strategy	0.26 $420.00/hr	110.95
12/14/2015	LLH	A106 Communicate (with client) Call from Ted and Constance, discuss status of case and next steps. Get forms to send Ted from the Superior Corut website and from a different case (the ADR Package) because it was not given to us in this case by the Corut clerk. L120 Analysis/Strategy	0.89 $420.00/hr	NO CHARGE
	LLH	A106 Communicate (with client) Call from Ted Humphreville about getting records of payments of legal fees for the proxy fight to disprove Bill Morris's claim in his cross-complaint. L120 Analysis/Strategy	0.15 $420.00/hr	63.23

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Client-Matter No.:333-301
Edward T. Humphreville, CPA

Jan 5, 2016
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			Hrs/Rate	Amount
12/15/2015	LLH	A107 Communicate (outside counsel) Telecon David Katz, attorney for All American Oil & Gas, Inc., re subpoena for records and background facts. L110 Fact Investigation/Development	0.25 $420.00/hr	105.00
	LLH	A107 Communicate (other external) More communications re getting legal fee information. L120 Analysis/Strategy	0.32 $420.00/hr	135.92
	LLH	A107 Communicate (outside counsel) Review further email from David Katz, attorney for the company. Leave voice message for San Antonio attorney. Email to Ted Humphreville suggesting [redacted]. Call from Mr. Humphreville. Draft Requests for Admission. Telecon Mr. Grffin in San Antonio. L120 Analysis/Strategy	2.00 $420.00/hr	840.00
	RSH	A103 Draft/revise Review complaint; review answer; review cross-complaint; prepare form interrogatories; prepare document requests.	1.19 $250.00/hr	298.40
12/21/2015	LLH	A106 Communicate (with client) Respond to email from Ted Humphreville re backup for claims in the lawsuit. L110 Fact Investigation/Development	0.03 $420.00/hr	14.00
	LLH	A106 Communicate (with client) Call from Ted Humphreville, discuss facts. Memo to file. L110 Fact Investigation/Development	0.33 $420.00/hr	139.30
12/31/2015	LLH	A106 Communicate (with client) Telecon Ted Humphreville. Review cross-complaint, research applicable law, draft answer to cross-complaint and send it via email to Mr. Humphreville and his wife Constance Hornig. L210 Pleadings	1.45 $420.00/hr	610.17
		For professional services rendered		$2,400.97
		For professional services rendered		$2,400.97
12/21/2015		Payment - Thank You. Check No. 0013116663		($1,959.67)
		Total payments and adjustments		($1,959.67)
		Balance due		$2,400.97

Timekeeper Summary

Name	Hours	Rate	Amount
Rosslyn Stevens Hummer	1.19	250.00	$298.40

Client-Matter No.:333-301
Edward T. Humphreville, CPA

Jan 5, 2016
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Name	Hours	Rate	Amount
Laurence L. Hummer	4.99	420.00	$2,102.57
Laurence L. Hummer	0.89	0.00	$0.00

11/06/2017

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL.: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

March 18, 2016

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10148

				Amount
		Previous balance		$2,400.97
		Professional Services		
			Hrs/Rate	
1/4/2016	LLH	A106 Communicate (with client) Call Ted Humphreville. L120 Analysis/Strategy	0.51 $420.00/hr	NO CHARGE
	LLH	A103 Draft/revise Telecon Ted Humphreville re background facts, revise and finalize answer to cross-complaint, serve it, arrange filing in courthouse. L210 Pleadings	0.38 $420.00/hr	161.00
1/5/2016	LLH	A103 Draft/revise Draft status conference questionnaire. L210 Pleadings	0.17 $420.00/hr	70.00
	LLH	A107 Communicate (outside counsel) Leave message for defense counsel re conferring before Case Management Conference as required by court rules. L120 Analysis/Strategy	0.05 $420.00/hr	21.00
	LLH	A107 Communicate (outside counsel) Respond to attorney service's call re advancing fees L210 Pleadings	0.09 $420.00/hr	NO CHARGE
1/6/2016	LLH	A106 Communicate (with client) Respond by email and voice message to Ted Humpheville's emails and voice message re the 30k he loaned to Bill Morris for attorneys'	0.05 $420.00/hr	21.00

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			Hrs/Rate	Amount
		fees. L110 Fact Investigation/Development		
1/6/2016	LLH	A104 Review/analyze Review/analyze [redacted] sent by Ted Humphreville. Respond with questions re [redacted] L110 Fact Investigation/Development	0.33 $420.00/hr	140.00
	LLH	A106 Communicate (with client) Telephone discussion re facts and h[redacted] with Ted Humphreville. L110 Fact Investigation/Development	0.17 $420.00/hr	71.52
1/7/2016	LLH	A104 Review/analyze Review points made by defense counsel David Euredjian re meet-and-confer for case management conference, and respond via email. Forward to client. L120 Analysis/Strategy	0.29 $420.00/hr	123.32
1/11/2016	LLH	A107 Communicate (other external) Review case management statement received today from defense counsel. Forward via email to Mr. Humphreville and Ms. Hornig with comments via email. L210 Pleadings	0.17 $420.00/hr	70.12
1/13/2016	LLH	A106 Communicate (with client) Telecall from Ted Humphreville, discuss documents and status of case, next steps. L120 Analysis/Strategy	0.08 $420.00/hr	35.00
	LLH	A103 Draft/revise Revise case management statement and arrange for its filing in court. L210 Pleadings	0.17 $420.00/hr	NO CHARGE
1/15/2016	LLH	A107 Communicate (other external) Review email from defense counsel requesting more time to respond to discovery. Ask him to call. Discuss with him the status and learn he has had no contact with Mr. Morris since sending Mr. Morris the discovery requests a month ago. Grant a four day extension, with indication that I don't want Mr. Morris to stall on this and we can talk next week if something is proceeding and they need more time.. Review his email confirming the extension and forward that with comments via email to Ted Humphreville. L310 Written Discovery	0.17 $420.00/hr	70.00
1/20/2016	LLH	A104 Review/analyze Review defendant's notice of posting jury fees, and forward a copy via email to Ted and Constance with comments. L120 Analysis/Strategy	0.08 $420.00/hr	35.00

EXHIBIT 11

Client-Matter No.:333-301
Edward T. Humphreville, CPA

Mar 18, 2016
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			Hrs/Rate	Amount
1/25/2016	LLH	A106 Communicate (with client) Telecall from Ted Humphreville, discuss status (time logged excludes non-law business conversation). L120 Analysis/Strategy	0.05 $420.00/hr	21.00
1/27/2016	LLH	A104 Review/analyze Review/analyze discovery objections received. Email to other attorneys. L310 Written Discovery	0.50 $420.00/hr	210.00
2/1/2016	LLH	A109 Appear for/attend Travel to courthouse, appear at Case Management Conference at which judge discusses the case with counsel and sets trial date and pretrial dates, return to office. L230 Court Mandated Conferences	2.00 $420.00/hr	840.00
	LLH	A103 Draft/revise Prepare notice of this morning's court rulings on scheduling trial and other dates. L210 Pleadings	0.33 $420.00/hr	140.00
2/2/2016	LLH	A106 Communicate (with client) Email to Ted Humphreville and Constance Hornig re case schedule set by judge yesterday. Emails. Telecall from Ted Humphreville and Constance Hornig, discuss background, case status and next steps. L120 Analysis/Strategy	0.50 $420.00/hr	210.00
2/16/2016	LLH	A104 Review/analyze Review/analyze defendant's attorney's list of proposed mediators. Check them out. Email to Ted Humphreville and Constance Hornig with info obtained over the web about the proposed mediators. (Actual time, 1:45, spent reduced for billing purposes.) L160 Settlement/Non-Binding ADR	0.50 $420.00/hr	210.00
	LLH	A106 Communicate (with client) Review Ted Humphreville's email re mediators, and respond via email. L120 Analysis/Strategy	0.25 $420.00/hr	105.00
2/25/2016	LLH	A107 Communicate (outside counsel) Call attorney David Euredjian's office.	0.07 $420.00/hr	28.00
2/26/2016	LLH	A107 Communicate (other external) Voice message for Mr. Euredjian. Check dates of discovery requests and objections, previous emails. Email to Mr. Foster and Mr. Euredjian, forward to Ted Humphreville and Constance Hornig. L120 Analysis/Strategy	0.47 $420.00/hr	196.00
2/29/2016	LLH	A107 Communicate (other external) Review Mr. Euredjian's email and forward to Ted Humphreville and Constance Hornig. Reply to Mr. Euredjian and Mr. Foster. Telecall	0.07 $420.00/hr	27.53

11/06/2017

			Hrs/Rate	Amount
		from Mr. Humphreville. L120 Analysis/Strategy		
		For professional services rendered		$2,805.49
		Additional Charges :		
			Qty/Price	
1/5/2016	LLH	E107 Delivery services/messengers Now Legal Services Job #5754, file answer to cross-complaint at Stanley Mosk Courthouse. Paid Jan. 21, 2016, with portion of law firm operating account check number 3829. L210 Pleadings	1 46.20	46.20
1/13/2016	LLH	E107 Delivery services/messengers Now Legal Services Job #;6437 file case management statement in the Superior Court for Feb. 1, 2016, hearing. Paid Jan. 21, 2016, with portion of law firm operating account check number 3829. L210 Pleadings	1 46.20	46.20
1/31/2016	LLH	E101 Copying Copying expense paid to SRB for January 2016 using law firm operating account check number 3835. L210 Pleadings	1 3.60	3.60
2/1/2016	LLH	E109 Local travel Parking at courthouse to appear at Case Management Conference at which judge discusses the case with counsel and sets trial date and pretrial dates, return to office. L230 Court Mandated Conferences	1 20.00	20.00
	LLH	E109 Local travel Travel to courthouse to appear at Case Management Conference at which judge discusses the case with counsel and sets trial date and pretrial dates, return to office. L230 Court Mandated Conferences	29 0.54	15.66
	LLH	E107 Delivery services/messengers Now Legal Service Job #7695, file and conform notice of Trial and Pretrial Dates in Stanley Mosk Courthouse. L210 Pleadings	1 49.50	49.50
		Total costs		$181.16
		For professional services rendered		$2,986.65
		Total amount of this bill		$2,986.65
1/7/2016		Payment - Thank You. Check No. 2267		($2,400.97)

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Client-Matter No.:333-301
Edward T. Humphreville, CPA

Mar 18, 2016
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	Amount
Total payments and adjustments	($2,400.97)
Balance due	$2,986.65

Timekeeper Summary

Name	Hours	Rate	Amount
Laurence L. Hummer	6.68	420.00	$2,805.49
Laurence L. Hummer	0.77	0.00	$0.00

11/06/2017

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL.: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

April 18, 2016

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10152

			Hrs/Rate	Amount
		Previous balance		$2,986.65
		Professional Services		
3/1/2016	LLH	A109 Appear for/attend Travel to court, appear at Mediation Status Conference and discuss case with judge and counsel who appears for defendant Morris, message to Mr. Humphreville, return to office. L230 Court Mandated Conferences	2.00 $420.00/hr	840.00
	LLH	A106 Communicate (with client) Telecall from Ted Humphreville. L120 Analysis/Strategy	0.10 $420.00/hr	42.00
3/2/2016	LLH	A103 Draft/revise Draft and serve notice of conference ordered by court for March 15, 2016. Email copy to client. L230 Court Mandated Conferences	0.51 $420.00/hr	216.18
3/14/2016	LLH	A104 Review/analyze Forward defendants' responses to Ted Humphreville and Constance Hornig. Exchange email re mediators with defense counsel. Look at responses by defendant. L310 Written Discovery	0.25 $420.00/hr	105.00
3/31/2016	LLH	A107 Communicate (other external) Call attorney David Euredjian re discovery responses not received. Leave message with the woman who answered the phone for paralegal Bret Cook to call me back re the discovery and not hearing back about arranging for the mediation after we met and	0.08 $420.00/hr	35.12

11/30/2017

Client-Matter No.:333-301
Edward T. Humphreville, CPA

Apr 18, 2016
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			Hrs/Rate	Amount
		conferred in the courtroom two weeks ago. L310 Written Discovery		
		For professional services rendered		$1,238.30
		Additional Charges :		
			Qty/Price	
3/1/2016	LLH	E109 Local travel Mileage: Travel to court, appear at Mediation Status Conference and discuss case with judge and counsel who appears for defendant Morris, message to Mr. Humphreville, return to office. L230 Court Mandated Conferences	28.2 0.54	15.23
	LLH	E109 Local travel Parking downtown for: Travel to court, appear at Mediation Status Conference and discuss case with judge and counsel who appears for defendant Morris, message to Mr. Humphreville, return to office. L230 Court Mandated Conferences	1 12.00	12.00
3/3/2016	LLH	E107 Delivery services/messengers Now Legal Service, file Notice of Status Conference in the Superior Court's clerk's office. Invoice number CC9808, paid with law firm operating account check number 3865. L210 Pleadings	1 49.50	49.50
		Total costs		$76.73
		For professional services rendered		$1,315.03
		Total amount of this bill		$1,315.03
3/18/2016		Payment - Thank You. Check No. 0051540599		($2,986.65)
		Total payments and adjustments		($2,986.65)
		Balance due		$1,315.03

Timekeeper Summary

Name	Hours	Rate	Amount
Laurence L. Hummer	2.94	420.00	$1,238.30

11/06/2017

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL.: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

May 8, 2017

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10251

				Amount
		Previous balance		$3,165.99
		Professional Services		
			Hrs/Rate	
10/20/2014	LLH	A106 Communicate (with client) Telephone call from Ted Humphreville, discuss Mr. Morris's nonresponsiveness today and when and how to proceed if he is not responsive tomorrow. L120 Analysis/Strategy	0.22 $420.00/hr	NO CHARGE
12/16/2014	LLH	A107 Communicate (other external) Review Ted Humphreville's email and call Bill Morris, who advises me that he has visitors right now and will call me tomorrow, Wednesday, morning. Email to Ted Humphreville. C300 Analysis and Advice	0.10 $420.00/hr	40.95
7/11/2016	RSH	A107 Communicate (outside counsel) Telephone call to David Euredjian (left VM in main inbox as no directory listing is provided for Euredjian) regarding request for an extension on discovery response due date	0.03 $250.00/hr	8.33
7/15/2016	RSH	A103 Draft/revise Confirm statutory citations for rules regarding discovery deadlines; draft and send letter to D. Euredjian regarding missing discovery responses.	0.59 $250.00/hr	146.39
7/18/2016	RSH	A103 Draft/revise Draft, finalize, and send letter to D. Euredjian and R. Foster regarding objections to second set of discovery requests	0.31 $250.00/hr	78.47

11/08/2017

Client-Matter No.:333-301
Edward T. Humphreville, CPA

May 8, 2017
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			Hrs/Rate	Amount
7/19/2016	LLH	A102 Research Research usury laws of California. L120 Analysis/Strategy	1.25 $420.00/hr	525.00
7/20/2016	RSH	A107 Communicate (outside counsel) Telephone call to David Euredjian (left message with receptionist).	0.49 $250.00/hr	121.81
	LLH	A104 Review/analyze Review Mr. Morris's attorney's inadequate responses. Return call from Ted Humphreville, discuss why discovery from Mr. Morris is important, and what we need to do to prove the case. L310 Written Discovery	0.30 $420.00/hr	124.72
7/25/2016	RSH	A107 Communicate (outside counsel) Review and respond to emails from Mr. Euredjian.	0.17 $250.00/hr	41.74
7/26/2016	RSH	A107 Communicate (outside counsel) Review and respond to email from David Euredjian regarding motions to compel.	0.60 $250.00/hr	149.03
	LLH	A104 Review/analyze Review/analyze documents produced. L310 Written Discovery	0.33 $420.00/hr	140.23
7/28/2016	LLH	A106 Communicate (with client) Review voice message from Ted Humphreville. Call him back. L120 Analysis/Strategy	0.06 $420.00/hr	24.03
7/29/2016	RSH	A107 Communicate (outside counsel)	0.12 $250.00/hr	30.35
	LLH	A106 Communicate (with client) Telecall from Ted Humphreville. L120 Analysis/Strategy	0.20 $420.00/hr	84.00
8/2/2016	LLH	A106 Communicate (with client) Call from Ted Humphreville, discuss [redacted] and background facts, director witnesses. L110 Fact Investigation/Development	0.30 $420.00/hr	126.00
	RSH	A107 Communicate (outside counsel) Review and respond to David Euredjian regarding meeting and conferring over discovery responses to 2d set of discovery.	0.03 $250.00/hr	6.67
	RSH	A104 Review/analyze Complete review of supplemental responses to special interrogatories; commence review of supplemental responses to document requests; identify topics for meet and confer.	1.31 $250.00/hr	326.46
8/3/2016	RSH	A104 Review/analyze Continued detail review of document production ahead of meet and confer with David Euredjian; exchange email with D. Euredjian	3.46 $250.00/hr	864.38

			Hrs/Rate	Amount
		regarding meet and confer.		
8/3/2016	RSH	A106 Communicate (with client) Telephone call with Ted regarding email communications, discovery dispute, and way forward; follow up phone call from Ted regarding emails forwarded from communications with William Morris	0.89 $250.00/hr	223.13
8/4/2016	RSH	A107 Communicate (outside counsel) Review and respond to email from David Euredjian regarding meeting and conferring.	0.29 $250.00/hr	72.99
	RSH	A106 Communicate (with client) Telephone call from Ted regarding forwarding copies of pleadings/discovery.	0.15 $250.00/hr	38.13
	RSH	A106 Communicate (with client) Telephone call from Ted regarding documents associated with motions to compel and strategy going forward.	0.45 $250.00/hr	112.29
8/5/2016	RSH	A104 Review/analyze Review/analyze multiple emails from Ted with various records related to dispute with Morris.	0.52 $250.00/hr	130.56
8/8/2016	RSH	A106 Communicate (with client) Telphone call from Ted re [redacted] analysis.	0.41 $250.00/hr	103.19
8/9/2016	RSH	A106 Communicate (with client) Telephone call Ted (left VM); telephone call Ted re bills and payment history to come from Connolly Gallagher; reconcile bills provided by Connolly Gallagher to ETH on August 8, 2016 with bills produced by WCM on July 26, 2016; review original document production; update talking points for meet and confer discussion with D. Euredjian.	0.85 $250.00/hr	211.81
8/10/2016	RSH	A106 Communicate (with client) Telephone call from Ted regarding record of payments to Connolly Gallagher	0.15 $250.00/hr	37.50
8/22/2016	RSH	A104 Review/analyze Review and evaluate David Euredjian's letter summarizing meet and confer discussion and agreement regarding supplementing W. Morris's responses; draft reply to D. Euredjian regarding same.	1.81 $250.00/hr	452.78
8/23/2016	RSH	A106 Communicate (with client) Telephone call with Ted regarding meet and confer correspondence with D. Euredjian and way forward.	0.38 $250.00/hr	96.11
9/6/2016	RSH	A107 Communicate (outside counsel) Review/analyze mediation contract; telephone call with David Euredjian regarding discovery and mediation, including cut-offs and deadlines.	0.44 $250.00/hr	111.04

11/06/2017

Client-Matter No.:333-301
Edward T. Humphreville, CPA

			Hrs/Rate	Amount
9/8/2016	RSH	A106 Communicate (with client) Telephone call with Ted re status.	0.15 $250.00/hr	37.57
	RSH	A107 Communicate (outside counsel) Telephone call to mediator's office regarding scheduling; confirm procedure for reserving ex parte hearing date in superior court	0.25 $250.00/hr	62.43
9/9/2016	RSH	A107 Communicate (outside counsel) Follow up with D. Euredjian regarding supplemental discovery responses and mediation related deadlines; telephone call to mediator.	0.22 $250.00/hr	55.21
9/13/2016	RSH	A106 Communicate (with client) Multiple follow ups with D. Euredjian regarding supplemental discovery responses and document production; telephone call to Ted (left VM) re same; telephone call to mediator's office regarding availability of 9/21 for mediation; further communications with D. Euredjian regarding same and request for information on status of supplemental responses and production; telephone call with Ted re status and standards before proceeding with mediation; telephone call to Ted (left VM)	0.38 $250.00/hr	94.93
9/19/2016	RSH	A104 Review/analyze Review/analyze supplemental response to special interrogatories and document production	3.17 $250.00/hr	792.15
	LLH	A104 Review/analyze Review/analyze issues of Mr. Morris's incomplete discovery responses. L120 Analysis/Strategy	0.11 $420.00/hr	45.50
9/20/2016	RSH	A107 Communicate (outside counsel) Forward email to David Euredjian regarding deficiencies in second supplemental response to Special Interrogatories, Set One and Requests for Production, Set Two.	1.28 $250.00/hr	320.83
9/26/2016	RSH	A106 Communicate (with client) Telephone call with Ted regarding status and way forward. Forward supplemental production produced by Morris on September 16th to Ted.	0.35 $250.00/hr	87.08
9/29/2016	RSH	A106 Communicate (with client) Telephone call with Ted to update regarding court hearing on mediation cut off and augmenting of existing motions to compel.	0.45 $250.00/hr	112.29
11/8/2016	RSH	A106 Communicate (with client) Telecon with Ted re status.	0.34 $250.00/hr	84.65
11/9/2016	LLH	A104 Review/analyze Review issues re Mr. Morris's supposed evidence of "corroboration" of claimed implied-in-fact contract.	0.05 $420.00/hr	21.00

			Hrs/Rate	Amount
		L350 Discovery Motions		
11/11/2016	RSH	A106 Communicate (with client) Telephone call to Ted (left VM) re out of state discovery.	0.02 $250.00/hr	5.00
11/14/2016	RSH	A106 Communicate (with client) Telecon with Ted regarding subpoena to Connolly & Gallagher in Delaware.	0.44 $250.00/hr	109.93
11/15/2016	RSH	A106 Communicate (with client) Telephone call from Ted regarding discovery efforts in Delaware and way forward on motions to compel; composed email to Christos Adamopolous (Delaware Chancery Court litigator) regarding subpoena to Connolly & Gallagher.	0.37 $250.00/hr	91.25
11/16/2016	RSH	A107 Communicate (outside counsel) Review and respond to email from Connolly & Gallagher re subpoena.	0.13 $250.00/hr	33.33
11/17/2016	RSH	A106 Communicate (with client) Telephone call with Ted regarding subpoena to Connolly & Gallagher and way forward on motions to compel, deadlines, etc.	0.22 $250.00/hr	56.11
	LLH	A104 Review/analyze Review/analyze expert trial testimony questions. L120 Analysis/Strategy	0.03 $420.00/hr	14.00
11/29/2016	RSH	A106 Communicate (with client) Telephone call from Ted regarding status of opposition to motions to compel, subpoenas to Connolly & Gallagher, AAOG, and Axelrod.	0.33 $250.00/hr	83.47
	RSH	A107 Communicate (outside counsel) Exchange email with Hank Gallagher re teleconference set up; prepare outline for discussion.	0.15 $250.00/hr	37.64
11/30/2016	RSH	A107 Communicate (outside counsel) Telephone call with Hank Gallagher regarding subpoena to Connolly & Gallagher; draft list of categories of documents for subpoena	0.44 $250.00/hr	108.89
12/2/2016	LLH	A104 Review/analyze Review discovery needs from some of the counsel whose fees Mr. Morris apparently claims Ted is liable for. L310 Written Discovery	0.17 $420.00/hr	70.00
12/7/2016	RSH	A107 Communicate (outside counsel) Draft email to Hank Gallagher re materials sought by subpoena.	0.31 $250.00/hr	77.92
12/8/2016	RSH	A102 Research Research UIDDA and deadlines; prepare subpoena for Connolly Gallagher	0.85 $250.00/hr	212.43

11/06/2017

Client-Matter No.:333-301
Edward T. Humphreville, CPA

May 8, 2017
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			Hrs/Rate	Amount
12/13/2016	RSH	A109 Appear for/attend Travel to/from hearing on motions to compel further responses to special interrogatories, set 1 and requests for production, set 2; argue at hearing.	3.80 $250.00/hr	950.00
12/14/2016	RSH	A106 Communicate (with client) telecon with Ted re outcome of motions to compel hearing and way forward with third party discovery and deposition of Morris; discuss deposition of Ted and necessary prep; conference call with Ted and Constance re status and way forward	1.19 $250.00/hr	297.92
	RSH	A101 Plan & Prepare for Plan & Prepare for subpoena of AAOG.	1.62 $250.00/hr	405.76
12/16/2016	RSH	A101 Plan & Prepare for Plan & Prepare for commission and subpoena to AAOG; draft same	0.56 $250.00/hr	140.97
	LLH	A104 Review/analyze Review/analyze commission to get documents in Texas. L310 Written Discovery	2.25 $420.00/hr	945.70
12/19/2016	RSH	A104 Review/analyze Review/analyze	0.27 $250.00/hr	68.13
	LLH	A106 Communicate (with client) Call from Ted Humphreville, discuss strategy. L120 Analysis/Strategy	0.14 $420.00/hr	59.50
12/20/2016	RSH	A104 Review/analyze Review/analyze settlement agreement and resignation agreement forwarded by Ted.	0.10 $250.00/hr	24.38
12/21/2016	RSH	A103 Draft/revise Draft/revise	0.02 $250.00/hr	6.11
12/22/2016	RSH	A103 Draft/revise Prepare notice of ruling on motions to compel further responses to special interrogatories, set 1 and requests for production, set 2; file with court and serve Morris's counsel.	0.38 $250.00/hr	94.03
1/6/2017	RSH	A103 Draft/revise Prepare court filing of amended notice of ruling attaching hearing transcript; forward to court for filing.	0.25 $250.00/hr	61.60
	RSH	A106 Communicate (with client) Telephone call with Ted regarding subpoena to AAOG and other discovery matters; as well as Morris's affirmative defenses.	0.37 $250.00/hr	91.67
1/10/2017	RSH	A107 Communicate (outside counsel) Email D. Euredjian regarding deposition of William Morris; review and respond to email from Euredjian regarding same; give ex parte	0.22 $250.00/hr	54.17

EXHIBIT 11

			Hrs/Rate	Amount
		notice for 1/12 via email.		
1/10/2017	RSH	A106 Communicate (with client) Telephone call with Ted regarding status.	0.07 $250.00/hr	16.67
	RSH	A106 Communicate (with client) Review and respond to email from Ted re Morris's bounced check in 2014.	22.97 $250.00/hr	5,741.67
1/11/2017	RSH	A103 Draft/revise Draft ex parte papers re commission to subpoena AAOG and set Morris deposition.	4.04 $250.00/hr	1,010.21
	RSH	A107 Communicate (outside counsel) Telephone call to D. Euredjian re ex parte notice; left message with Jennifer.	0.07 $250.00/hr	16.67
1/12/2017	RSH	A109 Appear for/attend Travel to/from ex parte hearing on commission for subpoena to AAOG and deposition scheduling for deposition of Morris; update Ted on outcome of hearing.	3.52 $250.00/hr	879.17
	RSH	A103 Draft/revise Prepare Notice of Deposition for Morris; telephone call with Ted regarding his records and information related to Morris's affirmative defenses; review privilege log and supplemental discovery responses received from Morris; calendar due dates and forward copies to Ted.	3.80 $250.00/hr	950.14
	LLH	A106 Communicate (with client) Meeting at law office with Ted Humphreville and RSH to discuss defendant's privilege log, and upcoming deposition. L120 Analysis/Strategy	0.58 $420.00/hr	245.00
1/13/2017	RSH	A104 Review/analyze Review/analyze cases cited by Morris in support of his assertions of privilege; review written discovery responses and document production ahead of deposition; prepare memo re same;	4.81 $250.00/hr	1,202.43
1/14/2017	LLH	A107 Communicate (outside counsel) Exchange email with Dave Katz. Telecon Dave Katz. L110 Fact Investigation/Development	1.00 $420.00/hr	420.00
1/16/2017	LLH	A104 Review/analyze Review/analyze issues, prepare for deposition. Telecon and emails Jesse Kaplan. Prepare protective order. L120 Analysis/Strategy	4.18 $420.00/hr	1,753.50
1/17/2017	LLH	A107 Communicate (other external) Review email from AAOG attorney re AIG status and forward information via text to attorney at courthouse for ex parte hearing.	0.08 $420.00/hr	35.00

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			Hrs/Rate	Amount
		L320 Document Production		
1/17/2017	LLH	A101 Plan & Prepare for Plan & Prepare for deposition, go through potential exhibits. Telecall from Ted Humphreville. Email and telecon Jesse Kaplan, attorney for deponent All American Oil and Gas. Telecon Ted Humphreville. L320 Document Production	2.34 $420.00/hr	981.40
	RSH	A101 Plan & Prepare for Plan & Prepare for deposition of Morris; organize exhibits.	7.89 $250.00/hr	1,972.99
	LLH	A104 Review/analyze Review/analyze documents, prepare for deposition. Telecall from Ted Humphreville. L330 Depositions	9.94 $420.00/hr	4,174.80
	RSH	A109 Appear for/attend Attend ex parte hearing regarding compelling production of documents wrongfully withheld in discovery.	4.53 $250.00/hr	1,133.33
1/18/2017	RSH	A106 Communicate (with client) Telecon Ted (left VM).	0.05 $250.00/hr	12.22
	RSH	A106 Communicate (with client) Multiple phone calls with Ted regarding Morris deposition; update Ted regarding same; review proposed deposition exhibits to finalize exhibits discussed at deposition.	46.52 $250.00/hr	11,629.17
	LLH	A104 Review/analyze After today's deposition: [redacted]. Email to Ted Humphreville. L120 Analysis/Strategy	0.50 $420.00/hr	210.00
	LLH	A109 Appear for/attend Prepare for deposition. Take deposition. L330 Depositions	9.50 $420.00/hr	3,990.00
1/19/2017	LLH	A107 Communicate (other external) Telephone call from Jesse Kaplan of Friedman and Taitelman. Email to David Euredjian, copy to Mr. Kaplan. L330 Depositions	0.17 $420.00/hr	70.00
	RSH	A107 Communicate (outside counsel) Review and respond to email from Euredjian about AAOG deposition;	0.27 $250.00/hr	68.68
	LLH	A106 Communicate (with client) L190 Other Case Assessment, Development and Administration	0.11 $420.00/hr	47.25

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			Hrs/Rate	Amount
1/19/2017	RSH	A102 Research Research pre-trial deadlines and calendar same; collect case law for bifurcation mtn.	1.33 $250.00/hr	333.61
1/20/2017	LLH	A111 Other activities Work on exhibits	2.52 $420.00/hr	NO CHARGE
	RSH	A102 Research Research conflict of law analysis for promissory note; evaluate without regard to choice of law principles clause in promissory note; research application of California usury law; confirm due dates pre-trial; telephone call to Cerveris mediation to obtain available dates; review rules on contention interrogatories and draft second set of special interrogatories regarding same	2.90 $250.00/hr	724.72
	LLH	A101 Plan & Prepare for Plan & Prepare for pretrial procedures. Send email to Ted Humphreville with a rough copy of transcript of the Morris deposition and Exhibit 20. L190 Other Case Assessment, Development and Administration	0.40 $420.00/hr	169.63
	LLH	A101 Plan & Prepare for Plan & Prepare for review of deposition of Morris. Telecall from Ted Humphreville.	0.69 $420.00/hr	NO CHARGE
1/23/2017	RSH	A103 Draft/revise Draft/revise contention interrogatories; prepare revised subpoena to AAOG; draft requests for production of documents, set 3 to accompany contention rogs; telephone call with Ted to review discovery requests and way forward; forward copy of Morris depo exhibits to Ted; finalize third round of discovery and serve on D. Euredjian (including form interrogatories, requests for admission, document requests and special interrogatories); draft responses to special interrogatories, set 1 propounded on Ted.	6.93 $250.00/hr	1,732.29
	LLH	A103 Draft/revise Draft/revise subpoena. Voice message and email to Jesse Kaplan (counsel to AAOG). L330 Depositions	1.43 $420.00/hr	602.23
	LLH	A104 Review/analyze Review/organize deposition exhibits (continue the work on Friday). Revise subpoena, serve it with notice. Letter to attorney Kaplan. L330 Depositions	1.49 $420.00/hr	NO CHARGE
	LLH	A104 Review/analyze Review discovery requests. L310 Written Discovery	0.95 $420.00/hr	399.93

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			Hrs/Rate	Amount
1/23/2017	LLH	A104 Review/analyze Review/analyze L330 Depositions	0.02 $420.00/hr	8.63
	LLH	A104 Review/analyze Review/analyze	2.00 $420.00/hr	839.53
1/24/2017	RSH	A103 Draft/revise Draft/revise bill of particulars directed to Morris and serve same; draft objections to special interrogatories, set 1 served by Morris; prepare responses to form interrogatories, set 1 served by Morris; send D. Euredjian copy of bill of particulars served today via email	4.68 $250.00/hr	1,171.04
	LLH	A111 Other activities Review Ted Humphreville's damages calculation. leave voice message for Ted. C300 Analysis and Advice	0.76 $420.00/hr	320.83
	LLH	A106 Communicate (with client) Telecon Ted Humphreville re note. L110 Fact Investigation/Development	0.40 $420.00/hr	166.25
1/25/2017	RSH	A101 Plan & Prepare for Plan & Prepare for responses to requests for production received from Morris; email and telephone calls with Ted regarding same;	3.31 $250.00/hr	827.99
	LLH	A107 Communicate (other external) Call David Euredjian, get put on hold. Email to Ted and Constance, cc RSH, re calculations and supporting documents. L320 Document Production	1.84 $420.00/hr	774.32
	LLH	A107 Communicate (outside counsel) Review documents copied to disk re full names -- for process of avoiding change of file names and metadata, Mr. Euredjian's email, consider issue, look at metadata examples of documents provided us by Ted Humphreville, , respond via email. Further email response. L320 Document Production	1.00 $420.00/hr	420.00
1/26/2017	RSH	A103 Draft/revise Draft/revise responses to special interrogatories; review bill quick records from Ted re Morris/AAOG; telephone call Brandywine Process Servers of Wilmington, DE regarding service of subpoena on Connolly & Gallagher; email followup questions to same; telephone calls with Ted regarding discovery responses; continued drafting of discovery responses for Humphreville.	4.49 $250.00/hr	1,122.29
1/27/2017	RSH	A101 Plan & Prepare for Prepare all necessary forms for subpoena to Connolly & Gallagher, LLP	3.90 $250.00/hr	975.90

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			Hrs/Rate	Amount
1/27/2017	LLH	A103 Draft/revise Fill in Beth's input into Delaware subpoena form for Conolly Gallagher. . L390 Other Discovery	0.98 $420.00/hr	NO CHARGE
1/30/2017	RSH	A103 Draft/revise Finalize subpoena to Connolly & Gallagher and all related papers.	1.18 $250.00/hr	294.72
1/31/2017	RSH	A106 Communicate (with client) Telephone call with Ted regarding responding to discovery; calendar meeting to review [redacted]; update LLH regarding same;	0.63 $250.00/hr	157.50
	RSH	A103 Draft/revise Draft responses to requests for production; revise responses to form interrogatories; review and revise responses to special interrogatories;	2.99 $250.00/hr	748.47
2/2/2017	RSH	A103 Draft/revise Continued drafting of responses to form interrogatories;	3.09 $250.00/hr	773.47
	RSH	A104 Review/analyze Review/analyze Ted's BillQuick file.	0.32 $250.00/hr	80.90
2/3/2017	LLH	A106 Communicate (with client) Telecon Ted Humphreville. L110 Fact Investigation/Development	0.44 $420.00/hr	184.92
	RSH	A103 Draft/revise Continued drafting of responses to form interrogatories directed to Ted; prepare declaration of custodian of records for Connolly & Gallagher LLP and email same to Hank Gallagher, confirming that no witness need appear at trial to authenticate records if declaration is executed; draft responses to requests for admission, set 1	3.90 $250.00/hr	975.97
2/5/2017	RSH	A103 Draft/revise Continued work on responses to form interrogatories, set 1.	3.31 $250.00/hr	827.78
2/6/2017	RSH	A109 Appear for/attend Meet with Ted regarding discovery responses and evidence in support thereof	7.90 $250.00/hr	1,975.00
2/7/2017	RSH	A110 Manage data/files Review files received from Ted.	1.68 $250.00/hr	419.79
	RSH	A106 Communicate (with client) Telephone call with Ted regarding responses to form interrogatories, set 1,	1.60 $250.00/hr	398.82

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			Hrs/Rate	Amount
2/7/2017	LLH	A111 Other activities Review emails from Ted Humphreville. L320 Document Production	0.50 $420.00/hr	210.00
2/8/2017	RSH	A103 Draft/revise Draft/revise responses to discovery; telephone call from Raymond Reed regarding Notice to Consumer for subpoena to Connolly & Gallagher. Forward copy of subpoena to R. Reed; complete revisions to responses to form interrogatories, set 1	4.44 $250.00/hr	1,108.82
	LLH	A104 Review/analyze Review/analyze emails provided by Ted Humphreville. L320 Document Production	1.90 $420.00/hr	796.37
	LLH	A106 Communicate (with client) More review of docs. Talk with Ted Humphreville when he visits RSH at office, discuss calculation, etc. L320 Document Production	1.38 $420.00/hr	581.23
	LLH	A104 Review/analyze Review/analyze emails. L320 Document Production	3.33 $420.00/hr	1,400.00
2/9/2017	LLH	A109 Appear for/attend Review Mr. Euredjian's response re pretrial meeting of counsel and schedule it. L230 Court Mandated Conferences	0.08 $420.00/hr	35.00
	LLH	A104 Review/analyze Review/analyze emails for production. L320 Document Production	2.68 $420.00/hr	1,124.32
	RSH	A104 Review/analyze Review/analyze	1.24 $250.00/hr	309.86
2/10/2017	RSH	A103 Draft/revise Revise discovery responses to form interrogatories, set 1, continued; multiple telephone calls with Ted regarding finalizing discovery responses.	5.95 $250.00/hr	1,486.74
2/12/2017	LLH	A104 Review/analyze Review more emails for production. L320 Document Production	2.46 $420.00/hr	1,034.83
2/13/2017	LLH	A104 Review/analyze Review/analyze [redacted] Ted Humphreville. Telecalls to Ted Humphreville [redacted]. Emails. Confer with RSH re documents/[redacted] L120 Analysis/Strategy	2.84 $420.00/hr	1,192.57

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			Hrs/Rate	Amount
2/13/2017	LLH	A104 Review/analyze Review/analyze [redacted] Ted Humphreville. L120 Analysis/Strategy	0.09 $420.00/hr	35.70
	LLH	A104 Review/analyze Review/analyze emails for production. L320 Document Production	8.30 $420.00/hr	3,486.35
	RSH	A107 Communicate (outside counsel) Work with Ted to finalize discovery responses, verify numbers and dates; and obtain verifications	10.47 $250.00/hr	2,618.47
2/14/2017	RSH	A103 Draft/revise Finalize discovery responses to first set of discovery requests and serve on D. Euredjian; commence drafting of privilege log.	8.22 $250.00/hr	2,055.56
	LLH	A104 Review/analyze Review/analyze documents for production. L320 Document Production	3.60 $420.00/hr	1,512.82
	LLH	A104 Review/analyze Review/analyze documents produced by AAOG. L320 Document Production	0.79 $420.00/hr	330.98
	LLH	A104 Review/analyze Review/analyze docs. Meet with Ted Humphreville. Review email from David Euredjian and call him on phone re substitution of counsel. L320 Document Production	2.50 $420.00/hr	1,050.00
2/15/2017	RSH	A103 Draft/revise Complete privilege log portion relating to BillQuick file	1.43 $250.00/hr	358.26
	LLH	A111 Other activities Review bill records. L120 Analysis/Strategy	0.19 $420.00/hr	81.78
	LLH	A104 Review/analyze Review/analyze billquick file and deletions for privilege. L320 Document Production	1.23 $420.00/hr	516.48
2/16/2017	LLH	A111 Other activities Letter to AAOG's attorney with trust account check number 1491 to reimburse cost of repro of AAOG docs produced. L320 Document Production	0.23 $420.00/hr	98.58
	RSH	A110 Manage data/files Assemble back up data for 2013 Promissory Note for production; forward to Ted for review	1.43 $250.00/hr	357.29

2107.30.11

			Hrs/Rate	Amount
2/16/2017	LLH	A104 Review/analyze Review docs for production. L320 Document Production	6.00 $420.00/hr	2,520.00
2/17/2017	LLH	A104 Review/analyze Review/analyze documents, mark them confidential, prepare for production. L320 Document Production	2.00 $420.00/hr	840.00
	RSH	A106 Communicate (with client) Telephone call with Ted regarding status;	0.47 $250.00/hr	118.19
	LLH	A107 Communicate (outside counsel) Letter to William Morris re substitution of attorney and deadlines. L120 Analysis/Strategy	1.75 $420.00/hr	735.47
2/21/2017	RSH	A104 Review/analyze Review/analyze second set of discovery propounded by Morris; draft responses.	0.62 $250.00/hr	155.07
2/22/2017	RSH	A103 Draft/revise Draft expert witness demand and serve on William Morris by mail with courtesy copy by email; calendar deadline for expert witness exchange; telecon from Ted regarding status update and way forward.	0.62 $250.00/hr	154.58
2/23/2017	RSH	A110 Manage data/files Assemble [redacted] received February 17 from Ted;	0.22 $250.00/hr	55.83
	RSH	A107 Communicate (outside counsel) Telephone call from Raymond Reed regarding subpoena to Connolly & Gallagher	0.05 $250.00/hr	12.50
2/25/2017	LLH	A104 Review/analyze Review/analyze AAOG documents to use for deposition of AAOG on Monday. L120 Analysis/Strategy	2.00 $420.00/hr	840.00
2/26/2017	LLH	A104 Review/analyze Review AAOG document production for use of some of them as deposition exhibits. L120 Analysis/Strategy	2.00 $420.00/hr	840.00
2/27/2017	RSH	A107 Communicate (outside counsel) Order and confirm court reporter for deposition; attempt to call William Morris on phone number provided on Substitution of Attorney; email David Euredjian regarding same; email Mr. Morris regarding phone number problems and deposition of AAOG scheduled for February 28;	0.17 $250.00/hr	43.68

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			Hrs/Rate	Amount
2/27/2017	RSH	A106 Communicate (with client) Telephone call with Ted regarding status, way forward, AAOG depo, and Morris contacts; review and respond to Morris's email about AAOG deposition	0.38 $250.00/hr	95.83
	LLH	A104 Review/analyze Select exhibits for deposition use tomorrow at AAOG's deposition from the documents previously produced by Morris and from AAOG's production. Confer with RSH re that. Email exchange with AAOG's attorney re deposition tomorrow. L120 Analysis/Strategy	3.43 $420.00/hr	1,442.35
	RSH	A107 Communicate (outside counsel) Telephone call from Hank Gallagher regarding extension of time to produce documents in response to subpoena	0.07 $250.00/hr	18.68
	LLH	A110 Manage data/files prep for deposition with exhibit prep.	2.13 $420.00/hr	896.00
2/28/2017	RSH	A103 Draft/revise Prepare cleanup discovery (interrogatories and requests for production) directed to Morris.	0.43 $250.00/hr	107.29
3/1/2017	RSH	A106 Communicate (with client) Telecon from Ted regarding status, way forward, and upcoming deadlines; update Larry on [redacted]; telephone call with Ted regarding draft discovery responses and execution of verification.	0.66 $250.00/hr	165.63
	RSH	A107 Communicate (outside counsel)	3.70 $250.00/hr	924.72
	RSH	A107 Communicate (outside counsel) Telephone call from William Morris; email Mr. Morris to follow up on conversation; update Ted and Larry; telephone call from Ted re status; update draft discovery responses to Morris's second set of written discovery requests and forward same to Ted	1.37 $250.00/hr	341.88
3/3/2017	RSH	A107 Communicate (outside counsel) Telephone call from Hank Gallagher re response to subpoena.	0.21 $250.00/hr	51.32
3/6/2017	RSH	A104 Review/analyze Review email from Ted regarding Board of Director documents from AAOG; review document production from Connolly & Gallagher; email Hank Gallagher regarding Custodian of Records declaration; update Brandywine Process Servers regarding status	0.40 $250.00/hr	100.28
	LLH	A109 Appear for/attend Meet with Ted Humphreville when he comes to office bringing the originally signed promissory note of September 20, 2013, the AAOG indemnification agreement of September 12, 2013 and the Written	0.06 $420.00/hr	25.20

EXHIBIT 7
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			Hrs/Rate	Amount
		Consent to Action L110 Fact Investigation/Development		
3/9/2017	RSH	A107 Communicate (outside counsel) Finalize responses to second set of special interrogatories and second set of requests for production and serve same; forward copies to Ted	0.27 $250.00/hr	67.71
	LLH	A103 Draft/revise Draft/revise response to expert witness demand. L340 Expert Discovery	0.25 $420.00/hr	105.00
3/10/2017	RSH	A106 Communicate (with client) Telephone call with Ted regarding status, Morris's status, ex parte notice, production of documents; and way forward	0.27 $250.00/hr	66.94
	RSH	A107 Communicate (outside counsel) Telephone call to William Morris (cell no.) regarding discovery, deadlines, pretrial meeting, retention of new counsel and ex parte notice for hearing on March 15; follow up VM with email to Morris regarding same matters and the additional issues of mediation and discovery defalcations.	0.41 $250.00/hr	103.13
3/13/2017	RSH	A107 Communicate (other external) Follow up on ex parte notice to William Morris with details about demands to court and inquiry as to W. Morris's plans to appear at ex parte and/or to oppose	0.09 $250.00/hr	22.08
	RSH	A103 Draft/revise Draft ex parte application to strike jury demand and vacate post-mediation status conference.	1.45 $250.00/hr	363.26
3/14/2017	RSH	A103 Draft/revise Complete briefing in support of ex parte application to strike jury demand and vacate post mediation status conference; prepare supporting declaration; prepare proposed order;	2.67 $250.00/hr	666.32
	RSH	A107 Communicate (outside counsel) Telephone call to Brandywine Process Servers regarding subpoena return; finalize ex parte papers for hearing on March 15; email papers to Morris	0.52 $250.00/hr	130.69
	RSH	A106 Communicate (with client) Telephone call from Ted regarding ex parte to strike jury demand; pull California Rule of Court relating to trial continuances for hearing.	0.21 $250.00/hr	51.32
3/15/2017	RSH	A106 Communicate (with client)	0.14 $250.00/hr	33.75
	RSH	A107 Communicate (outside counsel) Telephone call to New Castle Prothonotary regarding subpoena return.	0.33 $250.00/hr	82.15

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			Hrs/Rate	Amount
3/15/2017	RSH	A109 Appear for/attend Ex parte hearing on motion to strike jury demand and vacate post mediation conference date; prepare, file, and serve notice of ruling	4.76 $250.00/hr	1,190.35
	RSH	A106 Communicate (with client) Telephone call from Ted regarding Notice of Ruling.	0.05 $250.00/hr	11.53
	LLH	A104 Review/analyze Review/analyze documents for production. L320 Document Production	1.49 $420.00/hr	626.97
3/21/2017	RSH	A107 Communicate (outside counsel) Review and forward court minute order to Morris;	0.35 $250.00/hr	87.50
3/27/2017	RSH	A101 Plan & Prepare for Plan & Prepare for	1.48 $250.00/hr	371.11
	RSH	A101 Plan & Prepare for Plan & Prepare for March 30 conference: identify motions in limine (with evidence); plus other motions to be heard at FSC	2.36 $250.00/hr	591.11
	RSH	A105 Communicate (in firm) Discuss motions in limine; telephone call with Ted to update him and outline need for court reporter at March 30 hearing; obtain approval for court reporter	0.48 $250.00/hr	120.07
3/28/2017	RSH	A101 Plan & Prepare for Plan & Prepare for court hearing on March 30	2.23 $250.00/hr	556.88
3/29/2017	RSH	A107 Communicate (outside counsel) Telephone call from William Morris; call Ted re same; confirm meeting.	0.42 $250.00/hr	105.21
3/30/2017	LLH	A104 Review/analyze Save Katz transcripts received this week to the network. L110 Fact Investigation/Development	0.20 $420.00/hr	84.47
	RSH	A109 Appear for/attend Travel to/from court for hearing on motion to strike jury demand and enter evidentiary sanctions; telephone call from Ted before left for court to discuss strategy; meet with Ted to prepare for conference with Morris ordered by the Court; meet with Ted and Morris to discuss Morris's settlement offer; evaluate proposed response; meet with Morris to counter offer and set schedule; obtain agreement regarding service by email from Morris; discuss way forward with Ted.	9.53 $250.00/hr	2,383.33
3/31/2017	RSH	A106 Communicate (with client) Telecon fr Ted re content and outcome of settlement discussion yesterday and way forward.	0.25 $250.00/hr	63.61

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			Hrs/Rate	Amount
3/31/2017	RSH	A103 Draft/revise Draft/revise	0.19 $250.00/hr	48.68
	LLH	A107 Communicate (outside counsel) Review email from David Katz re additional confidentiality designations. Email to court reporter, copy to AAOG's lawyer Jesse Kaplan. L330 Depositions	0.60 $420.00/hr	253.87
	RSH	A103 Draft/revise Prepare Notice of Ruling from ex parte haring on March 30, 2017; serve on Morris and file with court.	49.68 $250.00/hr	12,420.83
4/3/2017	RSH	A107 Communicate (outside counsel) Research rules relating to service via electronic mail; draft agreement regarding same; execute and email to Morris; email Morris summary of agreed-upon action plan from March 30 settlement discussion; forward copies of all to Ted and Constance.	0.87 $250.00/hr	218.06
4/4/2017	RSH	A110 Manage data/files Redact BillQuick file for production; telecon Ted to confirm identity of individuals included in BillQuick file in order to make proper redactions; [redacted]	1.83 $250.00/hr	456.81
	LLH	A104 Review/analyze Review/analyze documents marked for production, add some additional things to be produced, remove some additional things to be withheld, make changes accordingly in privilege log, finalize production with Bates numbers and remove metadata, finalize privilege log and remove metadata, prepare cover letter to Morris with tomorrow's date since it already is evening and too late to mail. L320 Document Production	2.22 $420.00/hr	933.68
4/5/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding status and way forward; discuss mediator selection (possibly Kichaven), court hearing on April 17th and matters we're waiting on from Morris.	0.22 $250.00/hr	55.21
	LLH	A110 Manage data/files Prepare disks for production to Defendant Morris via mail, send copy of disk to Ted Humphreville via mail and to file. L320 Document Production	0.58 $420.00/hr	245.00
4/13/2017	RSH	A107 Communicate (outside counsel) Telephone call to William Morris (unable to leave VM); phone call from Ted regarding status; compose email to Morris about deadlines, mediation, documentation, etc.; phone call from William Morris re documentation and mediation; telephone call to Ted to update regarding same	0.84 $250.00/hr	209.10

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			Hrs/Rate	Amount
4/13/2017	RSH	A106 Communicate (with client) Telephone call from Ted re status.	0.02 $250.00/hr	5.35
4/14/2017	RSH	A106 Communicate (with client) Telephone call with Ted regarding status, lack of communication and data from Morris, and Monday court hearing.	0.18 $250.00/hr	44.24
	RSH	A107 Communicate (outside counsel) Telephone call William Morris regarding agreement to Kichaven as mediator, timing, deadlines, and payment of fee; telephone call Jeff Kichaven's office (left VMs); telephone call Department 14 to take hearing off calendar; telphone call Ted (left VM re status).	0.33 $250.00/hr	83.13
	LLH	A111 Other activities Call from Jeff Kichaven, mediator. Try to reach William Morris at his phone line in Texas, do not succeed and his voice mail system is full and cannot take a message. Send him an email; forward the email to Ted Humphreville and RSH. L160 Settlement/Non-Binding ADR	0.20 $420.00/hr	84.00
4/17/2017	RSH	A106 Communicate (with client) Telephone call with Ted and Constance regarding status; telephone call to Jeff Kichaven (left VM); telephone call from Ted re plans with Kichaven; review email from Morris forwarding agreement to serve papers by email; respond with request for status update on production of financial records; telecon from Ted re mediation scheduling, etc.; follow up with mediator re scheduling requirements.	1.00 $250.00/hr	250.56
	RSH	A107 Communicate (outside counsel) Email Morris regarding Kichaven's availability.	0.17 $250.00/hr	43.61
	RSH	A107 Communicate (other external) Telephone call from Morris re mediation date and production of materials; telephone call to Ted to update him; email Kichaven regarding mediation deadlines	0.33 $250.00/hr	82.29
4/18/2017	RSH	A107 Communicate (outside counsel) Review and respond to email from Kichaven confirming mediation date and time; email Morris regarding same; forward contact information for Morris to Kichaven	0.26 $250.00/hr	65.90
	LLH	A106 Communicate (with client) Telephone call from Ted Humphreville, discuss Morris's claimed financial difficulties, mediation, mediator, paying mediator, etc. L120 Analysis/Strategy	0.08 $420.00/hr	35.00
4/24/2017	RSH	A106 Communicate (with client) Conference call with Ted & Larry regarding settlement posture, way forward, and deadlines; follow up with Morris regarding missing financial documentation; email Kichaven regarding forfeit of mediation deposit; review and respond to email from Ted.	0.59 $250.00/hr	148.26

11/06/2017

			Hrs/Rate	Amount
4/24/2017	LLH	A106 Communicate (with client) Telephone call with Ted Humphreville and RSH here on the speakerphone. L120 Analysis/Strategy	0.33 $420.00/hr	140.00
4/25/2017	RSH	A107 Communicate (outside counsel) Telecon from Jeff Kichaven regarding mediation flexibility on cancellation deadline due to Morris being pro per	0.03 $250.00/hr	7.78
	RSH	A107 Communicate (outside counsel) Telephone call with Morris: will produce financial records Monday; pay mediation fee then too; agreed to meet in person 5/12 if no settlement to prepare for jury trial	0.18 $250.00/hr	44.03
4/26/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding mediation, posture at mediation, way forward, preparation of brief, receipt of financial materials from Morris, jury instructions, and final status conference protocol; discuss impact of potential bankruptcy filing by Morris; confirm deadlines.	0.77 $250.00/hr	192.57
		For professional services rendered		$120,447.43
		Additional Charges :		
			Qty/Price	
7/19/2016	RSH	E112 Court fees Fees paid via law firm bank card to Los Angeles Superior Court for two discovery motions as to Mr. Morris's responses. L350 Discovery Motions	2 60.00	120.00
7/27/2016	LLH	E107 Delivery services/messengers Now Legal Service invoices numbers CC18698 and CC18700, for delivery of moving papers on discovery dispute to defense attorney and Superior Court clerk on July 27, 2016, paid with law firm operating account check number 3915. L350 Discovery Motions	1 218.10	218.10
	LLH	E101 Copying Printers Company invoice number 25757 July 27, 2016, for reproduction and scanning of two motions, briefs, separate statements and supporting evidence, paid with law firm operating account check number 3930. L350 Discovery Motions	1 389.25	389.25
7/31/2016	LLH	E101 Copying Photocopying costs for July 2016, paid to Saltzburg, Ray & Bergman via check 3921. P240 Real and Personal Property	1 30.30	30.30

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			Qty/Price	Amount
8/11/2016	RSH	E109 Local travel Travel to from meet and confer at courthouse, plus parking. ALC to reimburse mileage. Parking paid by firm card.	1 15.66	15.66
8/31/2016	LLH	E107 Delivery services/messengers Pay Now Legal Services Invoice CC19234 for court filing on August 2, 2016, using portion of law firm operating account check number 3936. L350 Discovery Motions	1 49.50	49.50
9/29/2016	RSH	E112 Court fees Fee paid to Los Angeles Superior Court using law firm debit card for ex parte hearing re discovery dispute. L210 Pleadings	1 60.00	60.00
	RSH	E109 Local travel Parking at courthouse for ex parte hearing on mediation and discovery. Paid with law firm debit card.	1 20.00	20.00
	RSH	E109 Local travel Travel to/from courthouse for ex parte hearing on mediation and discovery.	29.4 0.54	15.88
9/30/2016	LLH	E101 Copying Reproduction cost paid to Saltzburg, Ray & Bergman for September 2016, invoice 58046, with law firm operating account check number 3955. L310 Written Discovery	1 22.80	22.80
11/15/2016	LLH	E107 Delivery services/messengers Pay Now Legal Services Invoice number CC25845 for filing of discovery motion papers in Los Angeles Superior Court, paid with portion of law firm operating account check number 3966. L350 Discovery Motions	1 49.50	49.50
11/30/2016	LLH	E102 Outside printing Reproduction of papers by Printers Company, invoice number 25933 on Nov. 14, 2016, statement date Nov. 30, 2016, paid with law firm operating account check number 3978. L350 Discovery Motions	1 435.74	435.74
12/13/2016	RSH	E109 Local travel Travel to/from courthouse for hearing on motions to compel; include parking and mileage. ALC to reimburse.	1 35.69	35.69
12/22/2016	RSH	E107 Delivery services/messengers Now Legal Services invoice numbers CC27070 and CC27071, for delivery to defense attorney's office and to courthouse on Dec. 6, 2016, paid with law firm operating account check number 3982. L350 Discovery Motions	1 130.90	130.90

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			Qty/Price	Amount
12/31/2016	LLH	E101 Copying Photocopying charges for Dec. 2016, paid to Saltzburg, Ray & Bergman, portion of invoice #58163, using law firm operating account check number 3988. L210 Pleadings	1 7.80	7.80
1/17/2017	RSH	E109 Local travel Travel to/from courthouse for ex parte hearing on motion to compel production of documents wrongfully withheld in discovery -- parking and mileage. $20.00 parking plus 29.1 miles @0.54/mile. ALC to reimburse.	1 35.71	35.71
1/23/2017	LLH	E114 Witness fees Witness fees paid to All American Oil & Gas, Inc., using law firm operating account check number 3992. L330 Depositions	1 35.00	35.00
1/30/2017	LLH	E112 Court fees VOIDED: Pay New Castle Superior Court (Delaware) fee for deposition in Delaware seeking documents for subpoenaed witness Connolly Gallagher law firm for lawsuit pending in California, using law firm operating account check number 3993. [Court declined to accept this check, had to be replaced on Feb. 3, 2017) L330 Depositions	1 0.00	NO CHARGE
	LLH	E118 Litigation support vendors Pay Brandywine Process Servers Ltd., Wilmington, Delaware, for service of deposition subpoena seeking production of records from law firm Connolly Gallagher, using law firm operating account check number 3994. L330 Depositions	1 147.00	147.00
	RSH	E107 Delivery services/messengers FedEx charge to send materials to Brandywine process servers in Wilmington, Delaware. Paid with RSH's law firm bank card. L310 Written Discovery	1 50.00	50.00
1/31/2017	LLH	E101 Copying Printing costs for Humphreville v. Morris lawsuit paid via law firm operating account check number 3998 to Saltzburg, Ray & Bergman for its January 31, 2016, invoice no. 58198 L310 Written Discovery	1 72.50	72.50
2/3/2017	LLH	E107 Delivery services/messengers Pay Fed Ex charges using law firm operating account debit card, for delivery to Delaware Superior Court scheduled for Monday morning, February 6, 2017. L320 Document Production	1 50.00	50.00
	LLH	E112 Court fees Fees paid to Del. Superior Court prothonotary for Connolly & Gallagher document production (replacement check number 3997	1 75.00	75.00

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			Qty/Price	Amount
		due to Court not accepting prior check number 3993) L320 Document Production		
2/6/2017	RSH	E109 Local travel Travel to/from Ted's office for meeting regarding discovery and evidence in support. ALC to reimburse.	14 0.54	7.56
2/28/2017	LLH	E109 Local travel Mileage to AAOG deposition and back to office. L330 Depositions	8.9 0.54	4.81
	LLH	E109 Local travel Parking at 1901 Century Park East for AAOG deposition there. $35.60 for parking charge plus $2.00 for valet. L330 Depositions	1 37.60	37.60
	LLH	E101 Copying Copying costs paid to Saltzburg, Ray & Bergman for February 2017 for Humphreville v Morris matter, paid with portion of law firm operating account check number 4011. L310 Written Discovery	1 10.60	10.60
3/15/2017	RSH	E109 Local travel Travel to/from courthouse for ex parte hearing on motion to strike jury demands. ALC to reimburse.	24.1 0.54	13.01
	RSH	E112 Court fees Ex parte application fee for motion to strike jury demand.	1 60.00	60.00
	RSH	E109 Local travel Parking at courthouse.	1 20.00	20.00
3/30/2017	RSH	E109 Local travel Travel to/from courthouse for hearing. ALC to reimburse.	33.8 0.54	18.25
	RSH	E109 Local travel Parking at courthouse for hearing.	1 20.00	20.00
3/31/2017	LLH	E101 Copying Photocopying charge for March 2017 at law office by Saltzburg, Ray & Bergman Invoice #58274	1 11.70	11.70
4/20/2017	LLH	E123 Other professionals Pay plaintiff's one-half share of mediator fee to Jeff Kichaven using law firm operating account check number 4035. L160 Settlement/Non-Binding ADR	1 2,000.00	2,000.00
		Total costs		$4,269.86
		For professional services rendered		$124,717.29
		Interest on overdue balance		$97.33

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Client-Matter No.:333-301 May 8, 2017
Edward T. Humphreville, CPA Page 24

		Amount
	Total amount of this bill	$124,814.62
8/8/2016	Payment - Thank You. Check No. 0094813893	($1,315.03)
8/19/2016	Payment - Thank You. Use client's funds held in law firm trust account to reimburse law firm for costs paid by law firm in July 2016, using trust account Check No. 1485	($637.65)
4/20/2017	Payment - Thank You, for plaintiff's one-half share of fee of mediator Jeff Kichaven.. Check No. 2372	($2,000.00)
	Total payments and adjustments	($3,952.68)
	Balance due	$124,027.93

Timekeeper Summary

Name	Hours	Rate	Amount
Rosslyn Stevens Hummer	313.07	250.00	$78,279.56
Laurence L. Hummer	100.35	420.00	$42,167.87
Laurence L. Hummer	5.90	0.00	$0.00

2/07/2017

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL.: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

July 19, 2016

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10175

			Hrs/Rate	Amount
	Previous balance			$1,315.03
	Professional Services			
4/4/2016	LLH	A104 Review/analyze Review/analyze written discovery responses received. Emails to Ted Humphreville and Constance Hornig. [This time entry was reduced in preparation of the invoice on July 19, 2016, by three hours, from 4:08 actually spent down to 1:08, to prevent double charges for reviewing Morris's responses when Beth Hummer took over preparing further discovery requests to Morris based on the same Morris responses that Larry Hummer had previously reviewed. See time entry for June 3, 2016.] L310 Written Discovery	1.08 $420.00/hr	451.85
4/6/2016	LLH	A106 Communicate (with client) Review email with document sent by Mr.Morris' attorney re 30k wire transfer of September 2013. Forward to Ted Humphreville and Constance Hornig with questions. L120 Analysis/Strategy	0.20 $420.00/hr	84.00
4/7/2016	LLH	A106 Communicate (with client) Call from Ted Humphreville. L120 Analysis/Strategy	0.07 $420.00/hr	28.00
5/12/2016	LLH	A104 Review/analyze Review/analyze discovery responses and Ted Humphreville's communications/documents to check backup on claims/defenses. L110 Fact Investigation/Development	1.21 $420.00/hr	506.80

11/06/2017

Client-Matter No.:333-301
Edward T. Humphreville, CPA

Jul 19, 2016
Page 2

			Hrs/Rate	Amount
5/12/2016	LLH	A104 Review/analyze Prepare[redacted]analyzing payments shown on Ted Humphreville's documents. Email to Mr. Humphreville and Ms. Hornig. L110 Fact Investigation/Development	1.07 $420.00/hr	448.00
5/13/2016	LLH	A104 Review/analyze Review/analyze written discovery responses. L310 Written Discovery	0.17 $420.00/hr	72.57
	LLH	A106 Communicate (with client) Telecall from Mr. Humphreville while out of office On return to office, review Mr. Humphreville's voice message. L110 Fact Investigation/Development	0.05 $420.00/hr	NO CHARGE
	LLH	A104 Review/analyze Review/analyze documents. Telecall from Ted Humphreville. C300 Analysis and Advice	1.05 $420.00/hr	442.75
6/3/2016	RSH	A104 Review/analyze Review/analyze Morris' discovery responses (to form interrogatories, requests for admission, and requests for production to identify gaps in responses; prepare special interrogatories to address those gaps; draft requests for production regarding same.	3.37 $250.00/hr	843.06
6/7/2016	RSH	A103 Draft/revise Revise Requests for Production Set 2 and Special Interrogatories Set 1 directed to Morris, finalize, and serve.	1.16 $250.00/hr	288.96
		For professional services rendered		$3,165.99
		For professional services rendered		$3,165.99
4/28/2016		Payment - Thank You. Check No. 0063306873		($1,315.03)
		Total payments and adjustments		($1,315.03)
		Balance due		$3,165.99

Timekeeper Summary

Name	Hours	Rate	Amount
Rosslyn Stevens Hummer	4.53	250.00	$1,132.02
Laurence L. Hummer	4.85	420.00	$2,033.97
Laurence L. Hummer	0.05	0.00	$0.00

11/06/2017

LAW OFFICES OF
LAURENCE L. HUMMER
A LAW CORPORATION
12100 WILSHIRE BOULEVARD
SUITE 650
LOS ANGELES, CALIFORNIA 90025
TEL: (310) 481-6030
FAX: (310) 481-6720
E-MAIL: LLH@HUMMERALC.COM
FEDERAL TAX I.D.: 95-4352403

Invoice submitted to:
Edward T. Humphreville, CPA
6017 Bristol Pkway
Culver City, CA 90230-6601
United States

September 5, 2017

In Reference To:
Client-Matter No.: 333-301
Loan to William Morris
Invoice #10276

				Amount
		Previous balance		$124,027.93
		Professional Services		
			Hrs/Rate	
7/19/2016	RSH	A104 Review/analyze Review/analyze Department 14 rules; investigate available hearing dates for motions to compel; telephone call to clerk regarding difficulties with reservation system; calendar deadlines; telephone call clerk to reserve hearing for two motions to compel; complete on-line reservation.	0.50 $250.00/hr	124.65
7/21/2016	RSH	A103 Draft/revise Prepare portion of separate statement in support of motion to compel further responses to special interrogatories detailing discovery requests and responses.	4.21 $250.00/hr	1,052.15
7/22/2016	RSH	A103 Draft/revise Draft statement of factual and legal reasons for separate statement in support of motion to compel further responses to special interrogatories.	7.78 $250.00/hr	1,945.76
7/24/2016	RSH	A103 Draft/revise Prepare separate statement in support of motion to compel further responses to requests for production, set two.	1.19 $250.00/hr	296.81
	RSH	A103 Draft/revise Revise Separate Statement re MTC further responses to Special Interrogatories, Set One; draft statement of facts and reason for separate statement for MTC further responses to requests for	7.42 $250.00/hr	1,854.17

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			Hrs/Rate	Amount
		production, set two.		
7/25/2016	RSH	A102 Research Research additional case law on discovery misuse; revise draft separate statement in support of motion to compel further responses to special interrogatories, set one; draft legal argument and statement of facts for separate statement in support of motion to compel further responses to requests for production, set two; draft declarations in support of motions to compel; draft notices of motion for the two motions to compel further responses;	4.96 $250.00/hr	1,240.56
	RSH	A103 Draft/revise Further work drafting separate statement in support of motion to compel further responses to requests for production, set two; complete shell.	2.89 $250.00/hr	721.94
	LLH	A104 Review/analyze Review draft motion. L430 Written Motions and Submissions	0.25 $420.00/hr	105.00
7/26/2016	RSH	A103 Draft/revise Continued work drafting statement of factual and legal reasons included in separate statement for motion to compel further responses to document requests; revise declarations in support of motions to compel.	2.65 $250.00/hr	663.47
	RSH	A104 Review/analyze Review supplemental responses to special interrogatories and requests for production served via email at 10:16 am.	0.12 $250.00/hr	30.21
	LLH	A103 Draft/revise Draft/revise separate statement. Telecon copy service. L350 Discovery Motions	2.45 $420.00/hr	1,028.65
	RSH	A103 Draft/revise Draft motion to compel further responses to requests for production.	6.35 $250.00/hr	1,586.74
	LLH	A103 Draft/revise Draft/revise separate statement re requests for production of documents. L250 Other Written Motions and Submissions	3.03 $420.00/hr	1,272.95
	RSH	A104 Review/analyze Review and finalize separate statement in support of motion to compel further responses to special interrogatories, set one.	0.52 $250.00/hr	129.31
	RSH	A103 Draft/revise Revise declaration iso motion to compel further responses to special interrogatories to incorporate billing information; finalize motion to compel re request for production.	1.85 $250.00/hr	462.78

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			Hrs/Rate	Amount
7/26/2016	LLH	A103 Draft/revise Draft/revise moving papers.	3.11 $420.00/hr	1,308.18
7/27/2016	LLH	A111 Other activities Take documents to photocopying service, go over directions with clerk. L250 Other Written Motions and Submissions	0.17 $420.00/hr	NO CHARGE
	RSH	A103 Draft/revise Prepare proposed orders re motions to compel further responses to special interrogatories, set 1 and requests for production, set 2.	0.79 $250.00/hr	197.50
8/1/2016	RSH	A104 Review/analyze Review amended discovery responses received from Morris; outline continuing deficiencies; confirm re-setting of hearing date on motions to compel; respond to email from David Euredjian regarding same.	1.68 $250.00/hr	420.49
8/2/2016	RSH	A103 Draft/revise Prepare Notice of Continuation of Hearing on Motions to Compel; file and serve.	0.46 $250.00/hr	114.79
8/11/2016	RSH	A109 Appear for/attend Travel to and from and attend meet and confer discussion with David Euredjian at courthouse.	5.03 $250.00/hr	1,258.33
9/28/2016	RSH	A107 Communicate (outside counsel) Telephone call to David Euredjian re ex parte notice, left message with Jennifer; follow up via email regarding same.	0.11 $250.00/hr	28.61
	RSH	A103 Draft/revise Draft/revise ex parte papers re mediation status conference date and guidance re discovery.	4.94 $250.00/hr	1,234.65
9/29/2016	RSH	A109 Appear for/attend Travel to/from ex parte hearing to vacate post mediation status conference and obtain guidance re discovery.	3.80 $250.00/hr	950.00
11/2/2016	RSH	A101 Plan & Prepare for Plan & Prepare amended motion to compel further responses to special interrogatories, set one based on guidance from Department 14.	2.01 $250.00/hr	501.32
	RSH	A103 Draft/revise Draft amended notice of motion and motion to compel further responses to special interrogatories, set one.	0.60 $250.00/hr	150.28
11/3/2016	RSH	A103 Draft/revise Draft amended notice of motion and amended motion to compel further responses to special interrogatories, set one.	5.10 $250.00/hr	1,275.14

11/30/2017

			Hrs/Rate	Amount
11/4/2016	RSH	A103 Draft/revise Continued drafting of procedural history and draft argument section of amended motion to compel re special interrogatories, set one.	2.17 $250.00/hr	541.67
	RSH	A103 Draft/revise Draft Separate Statement iso amended MTC re special interrogatories, set 1.	0.76 $250.00/hr	189.17
11/8/2016	RSH	A103 Draft/revise Revise Separate Statement iso amended MTC re special interrogatories, set 1.	4.70 $250.00/hr	1,174.93
11/9/2016	RSH	A103 Draft/revise Draft/revise separate statement in support of amended motion to compel further responses to special interrogatories, set 1	2.39 $250.00/hr	596.39
	RSH	A103 Draft/revise Draft declaration in support of amended motion to compel re special interrogatories, set 1.	1.31 $250.00/hr	327.36
	RSH	A103 Draft/revise Finalize brief in support of amended motion to compel further responses to special interrogatories, set 1; incorporate additional case law.	2.41 $250.00/hr	603.26
11/10/2016	RSH	A103 Draft/revise Finalize declaration of Rosslyn Hummer in support of amended motion to compel further responses to special interrogatories, set one.	0.51 $250.00/hr	127.57
	RSH	A103 Draft/revise Draft amended notice of motion and amended motion to compel further responses to requests for production, set 2.	2.25 $250.00/hr	562.71
11/11/2016	RSH	A103 Draft/revise Continued work on draft brief in support of amended motion to compel further responses to requests for production, set 2; finalize brief; revise declaration in support to include information relating to document requests.	2.35 $250.00/hr	587.50
11/14/2016	RSH	A103 Draft/revise Finalize amended notice of motion and amended motion to compel re requests for production, set 2; draft separate statement iso same.	2.38 $250.00/hr	593.82
	LLH	A103 Draft/revise Review and revise on brief on amended motions to compel. L350 Discovery Motions	0.59 $420.00/hr	246.28
	LLH	A111 Other activities Review amended motions to compel further responses to special interrogatories, set 1 and requests for production, set 2.	0.66 $420.00/hr	277.67

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			Hrs/Rate	Amount
		L350 Discovery Motions		
12/1/2016	RSH	A104 Review/analyze Review opposition to motion to compel re special interrogatories, outline argument and response.	1.07 $250.00/hr	267.92
12/2/2016	RSH	A104 Review/analyze Review/analyze cases cited in opposition papers, telephone call with Ted re status and way forward.	2.37 $250.00/hr	591.39
12/4/2016	RSH	A104 Review/analyze Review/analyze exhibits submitted in support of motions to compel, compare to allegations leveled in Morris's opposition papers; research law on award of sanctions against party not named in notice; evaluate opposition separate statements for lack of content; review Morris's authorities on sanctions and analyze argument advanced in opposition papers regarding same.	5.88 $250.00/hr	1,470.83
12/5/2016	RSH	A104 Review/analyze Review/analyze opposition papers filed in response to the two motions to compel and outline reply papers.	8.59 $250.00/hr	2,148.61
	RSH	A103 Draft/revise Draft/revise reply brief in support of motion to compel further responses to special interrogatories, set 1.	1.43 $250.00/hr	358.33
	RSH	A103 Draft/revise Draft/revise reply brief in support of motion to compel further responses to special interrogatories, set 1.	1.72 $250.00/hr	429.17
12/6/2016	RSH	A103 Draft/revise Draft reply in support of motion to compel re special interrogatories, set 1.	3.71 $250.00/hr	927.99
	RSH	A103 Draft/revise Draft/revise reply briefs in support of motions to compel further responses to special interrogatories, set 1 and requests for production, set 2.	2.05 $250.00/hr	513.26
1/13/2017	RSH	A107 Communicate (outside counsel) Telephone call to David Euredjian re ex parte notice, left message with Margaret; draft and send email to D. Euredjian regarding same.	0.30 $250.00/hr	73.75
5/1/2017	LLH	A106 Communicate (with client) Telephone call from Ted Humphreville re mediation and whether Mr. Morris had provided information promised.	0.05 $420.00/hr	21.00
		P300 Structure/Strategy/Analysis		
5/2/2017	RSH	A103 Draft/revise Draft mediation brief; telephone call with Ted regarding status in light of Morris's failure to send materials, upcoming deadlines, and	2.98 $250.00/hr	745.35

11/06/2017

			Hrs/Rate	Amount
		way forward.		
5/2/2017	RSH	A103 Draft/revise Continued drafting of mediation brief; forward draft to Ted, Constance, and LLH; scan email from Morris with financial records.	3.17 $250.00/hr	791.67
5/3/2017	RSH	A104 Review/analyze Review/analyze financial records forwarded by Morris.	2.56 $250.00/hr	638.89
	RSH	A106 Communicate (with client) Telephone call with Ted reviewing draft mediation brief and discussing financial records forwarded by Morris.	54.37 $250.00/hr	13,591.67
	RSH	A103 Draft/revise Reorganize and revise mediation brief; forward copy to Ted and Constance, cc: LLH.	1.48 $250.00/hr	370.14
	RSH	A104 Review/analyze Review information forwarded by Ted regarding Morris's assets.	0.20 $250.00/hr	49.72
	LLH	A104 Review/analyze Review draft mediation brief, provide comments to RSH. L160 Settlement/Non-Binding ADR	0.25 $420.00/hr	105.00
5/4/2017	RSH	A104 Review/analyze Complete analysis of financial records forwarded by Morris on May 2nd; forward same to Ted.	2.63 $250.00/hr	658.61
	RSH	A106 Communicate (with client) Telephone call with Ted regarding mediation strategy, pre-trial planning, and scheduling.	0.28 $250.00/hr	70.83
5/7/2017	RSH	A107 Communicate (outside counsel) Review and respond to email from mediator Jeff Kichaven.	0.03 $250.00/hr	8.33
5/8/2017	RSH	A106 Communicate (with client) Telecon with Ted regarding mediation.	0.52 $250.00/hr	129.38
	RSH	A107 Communicate (outside counsel) Telephone call with Morris regarding missing materials promised ahead of mediation and deadline to provide same.	0.73 $250.00/hr	181.60
	RSH	A104 Review/analyze Review/analyze second tranche of financial records received from Morris.	0.80 $250.00/hr	200.42
	RSH	A104 Review/analyze Review/analyze January 2014 AAOG settlement agreement.	0.37 $250.00/hr	91.67
5/9/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding preparation for mediation; conference in Constance to finalize plans.	1.15 $250.00/hr	286.67

11/06/2017

			Hrs/Rate	Amount
5/10/2017	RSH	A103 Draft/revise Complete drafting of model settlement agreement for use at mediation.	0.13 $250.00/hr	31.39
	RSH	A106 Communicate (with client) Telephone call with Ted regarding analysis of Comerica Bank account records and plan for mediation.	0.28 $250.00/hr	69.17
5/11/2017	RSH	A101 Plan & Prepare for Plan & Prepare for mediation.	0.42 $250.00/hr	104.72
	LLH	A111 Other activities Gather documentation for RSH's use at mediation today. L160 Settlement/Non-Binding ADR	1.17 $420.00/hr	490.00
	LLH	A107 Communicate (other external) Discuss/analyze mediation status, different positions, in phone call from RSH. L160 Settlement/Non-Binding ADR	0.12 $420.00/hr	50.75
	RSH	A109 Appear for/attend Travel to/from mediation; meet with Ted & Constance prior to prepare; attend mediation with Jeff Kichaven.	8.05 $250.00/hr	2,012.50
5/12/2017	RSH	A107 Communicate (outside counsel) Telephone call from Morris re meeting to prepare for trial.	0.03 $250.00/hr	6.46
	RSH	A101 Plan & Prepare for Plan & Prepare for final status conference, motions in limine, motion to exclude evidence per CCP 454.	1.79 $250.00/hr	446.88
	LLH	A104 Review/analyze Review/analyze rules for final status conference and trial for today's meeting with Mr. Humphreville. L430 Written Motions and Submissions	0.67 $420.00/hr	280.00
	LLH	A109 Appear for/attend Meeting at law office with defendant William Morris and RSH to discuss trial prep per local rules. L120 Analysis/Strategy	1.25 $420.00/hr	525.00
	RSH	A107 Communicate (outside counsel) Meet with Morris to go over proposed motions in limine, CCP 454 motion, trial preparation, deadlines, jury logistics and requirements for a court reporter; telephone call to Ted to update him re status.	1.59 $250.00/hr	397.71
5/15/2017	RSH	A103 Draft/revise Revise Motions in Limine No. 2 and 3 to incorporate references to the record; draft Motion in Limine Nos. 4 and 5; outline Motion in	8.85 $250.00/hr	2,212.57

11/06/2017

			Hrs/Rate	Amount
		Limine No. 6.		
5/15/2017	LLH	A111 Other activities Gather exhibits to motions in limine, prepare them for marking as exhibits to the motions. L210 Pleadings	1.88 $420.00/hr	791.00
5/16/2017	RSH	A103 Draft/revise Continued work drafting motions in limine; revise motion in limine no. 6, draft motion in limine no. 7, and prepare the motion to exclude evidence per CCP 454; prepare declarations in support of MILs and motion to exclude evidence; proof, finalize, and execute.	14.50 $250.00/hr	3,625.00
	LLH	A111 Other activities Work on proofing and exhibits for Motions in Limine. L210 Pleadings	9.00 $420.00/hr	3,781.75
5/17/2017	RSH	A101 Plan & Prepare for Plan & Prepare for Morris testimony at trial: identify impeachment material.	0.55 $250.00/hr	137.50
	RSH	A106 Communicate (with client) Telephone call from Ted regarding motions in limine served last night and way forward, including planning for final status conference, jury instructions, trial exhibits, and witness preparation.	0.44 $250.00/hr	109.65
	RSH	A107 Communicate (outside counsel) Telephone call to clerk in Department 14 regarding how to handle motion reservation system conflict with trial and FSC dates; reserve motion through court-house reservation system and forward necessary papers to attorney service.	0.39 $250.00/hr	97.15
5/19/2017	RSH	A107 Communicate (outside counsel) Follow up with Morris via email regarding jury instructions.	0.04 $250.00/hr	9.31
	RSH	A107 Communicate (outside counsel) Telephone call from Morris; update Larry and Ted regarding same.	0.10 $250.00/hr	26.04
	RSH	A106 Communicate (with client) Telephone call with Ted regarding status and way forward in light of scheduling changes and Morris's uncertainty about retaining new counsel.	0.32 $250.00/hr	79.24
5/22/2017	LLH	A111 Other activities Review Humphreville's docs produced in this case, code them for use at trial.	4.07 $420.00/hr	1,709.28
	RSH	A106 Communicate (with client) Telephone call from Ted & Constance re planning for FSC, status of Morris's retention of new counsel, preparation of jury instructions	0.36 $250.00/hr	89.93

11/06/2017

			Hrs/Rate	Amount
		and other matters to be decided at FSC		
5/22/2017	LLH	A104 Review/analyze Review/analyze/code further Humphreville documents for possible use as exhibits. L120 Analysis/Strategy	1.26 $420.00/hr	529.43
	RSH	A107 Communicate (outside counsel) Call Department 14 to clarify due dates for MILs and oppositions in light of Courtroom Rules posted to LASC website; update Ted & Constance regarding same.	0.12 $250.00/hr	29.03
	LLH	A104 Review/analyze Further review of Humphreville documents for exhibit use at trial. L190 Other Case Assessment, Development and Administration	0.58 $420.00/hr	244.53
5/24/2017	LLH	A104 Review/analyze Further review of client's documents for trial exhibits. L120 Analysis/Strategy	1.52 $420.00/hr	638.40
5/25/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding status and whether we've heard from Morris; email Morris to inquire and remind about deadlines.	0.19 $250.00/hr	47.08
5/31/2017	LLH	A104 Review/analyze Review potential exhibits for trial, prepare exhibit list. L190 Other Case Assessment, Development and Administration	3.83 $420.00/hr	1,610.00
	RSH	A106 Communicate (with client) Telephone call from Ted re status viz. Morris, upcoming deadlines, way forward in light of Morris's default on trial preparation tasks and deadlines.	0.27 $250.00/hr	68.06
	LLH	A104 Review/analyze Review/analyze trial exhibits. L120 Analysis/Strategy	2.84 $420.00/hr	1,193.85
6/1/2017	LLH	A103 Draft/revise Revise joint exhibit list and prepare joint witness list for submission to William Morris. L210 Pleadings	0.70 $420.00/hr	295.40
	RSH	A107 Communicate (outside counsel) Forward draft joint exhibit list and draft joint witness list to Morris; inquire as to status; confer with LLH regarding additional exhibits needed for trial, trial estimate calculation; identify discovery responses to be added to exhibit list for use at trial; review [redacted]; telephone call from Ted regarding record at trial and potential claim against AAOG.	1.57 $250.00/hr	392.78

10/30/2017

			Hrs/Rate	Amount
6/1/2017	LLH	A101 Plan & Prepare for Confer with RSH re tasks, exhibits for trial. L120 Analysis/Strategy	0.17 $420.00/hr	70.00
	LLH	A104 Review/analyze Add exhibits to list.	0.23 $420.00/hr	97.53
	LLH	A111 Other activities Add to trial Exhibit List. L210 Pleadings	1.67 $420.00/hr	700.93
6/2/2017	LLH	A111 Other activities Further work on exhibits L210 Pleadings	0.25 $420.00/hr	105.00
	RSH	A107 Communicate (outside counsel) Confer with Larry regarding exhibit list; email Morris regarding pending changes to the exhibit list sent June 1, and ask (again) for his input into the exhibit and witness lists.	0.12 $250.00/hr	29.38
6/3/2017	LLH	A101 Plan & Prepare for Plan & Prepare for trial: exhibit list preparation and witness list preparation, arrange exhibits. L110 Fact Investigation/Development	3.00 $420.00/hr	1,260.00
6/4/2017	LLH	A101 Plan & Prepare for Plan & Prepare for trial: exhibit list preparation and witness list preparation, arrange exhibits. L110 Fact Investigation/Development	3.00 $420.00/hr	1,260.00
6/5/2017	RSH	A103 Draft/revise Draft declaration in support of filing of unilateral exhibit and witness lists; finalize exhibit list for filing; finalize witness list for filing; serve all on Morris and forward to attorney service for filing; telephone call with Ted regarding desire to securing assets prejudgment.	2.36 $250.00/hr	589.86
	LLH	A103 Draft/revise Organize exhibits based on possible order of presentation at trial and chronology. Revise exhibit list. Revise witness list. L210 Pleadings	4.00 $420.00/hr	1,680.00
6/8/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding plans for final status conference; discuss structure, argument, trial estimate, etc.; order court reporter for FSC.	0.44 $250.00/hr	109.65
6/9/2017	LLH	A101 Plan & Prepare for Plan & Prepare for Final Status Conferece to be held in three days. L190 Other Case Assessment, Development and Administration	0.17 $420.00/hr	70.00

11/07/2017

			Hrs/Rate	Amount
6/9/2017	LLH	A111 Other activities Get transcripts reproduced for marking for trial. L410 Fact Witnesses	0.13 $420.00/hr	56.00
6/11/2017	RSH	A101 Plan & Prepare for Plan & Prepare for final status conference: review Morris's deposition testimony, review motions in limine, verify operative local rules, review motion to exclude.	3.10 $250.00/hr	775.00
6/12/2017	RSH	A109 Appear for/attend Travel to/from final status conference; appear before Court regarding status; confer with Ted & Constance afterward regarding way forward; set date for preparation for Ted.	3.50 $250.00/hr	875.00
	RSH	A103 Draft/revise Prepare Notice of Ruling re Final Status Conference; serve on Morris and file with Court.	0.69 $250.00/hr	172.29
	LLH	A109 Appear for/attend Travel to courthouse. Appear at Final Status Conference. Talk with Ted Humphreville and Constance Hornig. Return to office. L230 Court Mandated Conferences	3.50 $420.00/hr	NO CHARGE
	LLH	A111 Other activities	3.10 $420.00/hr	1,302.70
	RSH	A106 Communicate (with client) Telephone call from Ted regarding outcome of hearing and OSC to Morris; confirm testimony preparation session for Thursday.	0.20 $250.00/hr	49.17
6/13/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding notice of ruling and next steps to be ready, as ordered, for trial on June 26.	0.28 $250.00/hr	70.28
	RSH	A101 Plan & Prepare for Plan & Prepare exhibit books for trial; plan for preparation session with Ted.	5.20 $250.00/hr	1,301.04
6/14/2017	RSH	A106 Communicate (with client) Call from Ted regarding preparation for trial testimony	0.03 $250.00/hr	8.33
	RSH	A101 Plan & Prepare for Plan & Prepare for prep session with Ted.	2.73 $250.00/hr	681.53
	LLH	A107 Communicate (other external) Confer with RSH re trial prep. Telecon Ted Humphreville regarding trial and testimony at trial. L120 Analysis/Strategy	0.85 $420.00/hr	354.90

11/06/2017

			Hrs/Rate	Amount
6/15/2017	RSH	A103 Draft/revise Prepare jury instructions pursuant to Court's June 12th order.	3.93 $250.00/hr	981.32
	LLH	A111 Other activities Check exhibit books, locate missing exhibits, check books for completeness, review exhibits to see which ones are not necessary for proof at trial.	4.00 $420.00/hr	1,680.00
	RSH	A106 Communicate (with client) Telephone call to Ted regarding trial exhibits, preparation for testimony, and jury instructions.	0.38 $250.00/hr	95.83
6/16/2017	RSH	A106 Communicate (with client) Prepare trial preparation packet for Ted: draft memo outlining work to be done with exhibits and jury instructions and summarize possible scenarios for trial.	0.89 $250.00/hr	222.15
6/18/2017	LLH	A104 Review/analyze Review and summarize portion of Morris deposition. L110 Fact Investigation/Development	2.00 $420.00/hr	840.00
6/19/2017	LLH	A104 Review/analyze Review and summarize portion of Morris deposition. L110 Fact Investigation/Development	4.00 $420.00/hr	1,680.00
	LLH	A103 Draft/revise Draft plaintiff's prove-up declaration. L210 Pleadings	0.05 $420.00/hr	21.00
	LLH	A103 Draft/revise Draft/revise declaration of Humphreville. Call from Bobby Axelrod. Telecon Ted Humphreville.	4.29 $420.00/hr	1,800.05
	LLH	A103 Draft/revise Further work on [redacted], declaration of Humphreville. Email draft to Mr. Humphreville. L410 Fact Witnesses	4.59 $420.00/hr	1,928.85
6/20/2017	LLH	A104 Review/analyze Review/analyze pretrial tasks still to be done. L120 Analysis/Strategy	0.20 $420.00/hr	82.48
	RSH	A106 Communicate (with client) Telephone call with Ted regarding preparation for trial, jury instructions, sorting of trial exhibits;	0.75 $250.00/hr	186.67
	RSH	A107 Communicate (outside counsel) Telephone call to Department 14 to confirm trial logistics; investigate equipment rental for trial; update final trial preparation to do list.	0.39 $250.00/hr	97.50

11/06/2017

			Hrs/Rate	Amount
6/20/2017	LLH	A106 Communicate (with client) Telecall from Ted Humphreville, discuss his testimony and trial exhibits. L110 Fact Investigation/Development	0.51 $420.00/hr	214.32
	RSH	A104 Review/analyze Review/analyze motions in limine and procedural history of dispute; prepare trial notebook; review pertinent cases for each MIL and CCP 454 motion.	3.11 $250.00/hr	778.26
	LLH	A103 Draft/revise Summarize Katz (AAOG) deposition, noting portions to be read at trial. L410 Fact Witnesses	3.00 $420.00/hr	1,260.00
6/21/2017	LLH	A104 Review/analyze Review/analyze s[redacted] defense applicability to Morris's cross-complaint for implied contract, and[redacted] L110 Fact Investigation/Development	0.07 $420.00/hr	28.00
	RSH	A104 Review/analyze Review/analyze Ted's revisions to prove-up declaration; telephone call from Ted to review proposed jury instructions and draft prove-up declaration.	1.76 $250.00/hr	439.44
6/22/2017	RSH	A101 Plan & Prepare for Review returned conformed pleading; prepare for continued FSC and trial.	1.36 $250.00/hr	340.35
	LLH	A103 Draft/revise Draft/revise Statement of the Case to be read to the jury, and Stipulation and proposed order regarding confidential documents. Revise after RSH's review. L210 Pleadings	1.85 $420.00/hr	775.83
	RSH	A101 Plan & Prepare for Plan & Prepare for trial testimony with Ted.	4.57 $250.00/hr	1,142.50
	LLH	A109 Appear for/attend Trial prep, meeting with Ted Humphreville, Constance Hornig and RSH.	3.00 $420.00/hr	1,260.00
6/23/2017	LLH	A106 Communicate (with client) Confer with RSH re[redacted] L190 Other Case Assessment, Development and Administration	0.07 $420.00/hr	28.00
	RSH	A101 Plan & Prepare for Plan & Prepare for trial: complete review [redacted] and Ted's markup of same; send final version, plus compare	1.71 $250.00/hr	427.78

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			Hrs/Rate	Amount
		documents to Ted.		
6/23/2017	RSH	A103 Draft/revise Research and draft pocket brief on reformation of contract due to mistake; send copy to Ted & Constance.	2.45 $250.00/hr	612.36
	PAR	A101 Plan & Prepare for Plan & Prepare for trial: confirm court reporting services; obtain bids for presentation equipment rental.	1.05 $80.00/hr	84.36
	RSH	A101 Plan & Prepare for Plan & Prepare for trial; outline direct examination of Ted; identify areas for cross-examination by Morris.	2.23 $250.00/hr	558.47
6/24/2017	LLH	A103 Draft/revise Draft/revise prove up re Morris testimony and examination of witness. L410 Fact Witnesses	5.00 $420.00/hr	2,100.00
	RSH	A101 Plan & Prepare for Plan & Prepare for trial: review and correct jury instructions, draft instructions relating to damages calculation; outline motion for non-suit; prepare direct examination of Ted; additional work on impeachment materials for Morris; review and revise draft Humphreville declaration in support of [redacted] and finalize; calculate damages.	4.03 $250.00/hr	1,008.54
6/25/2017	RSH	A101 Plan & Prepare for Plan & Prepare for trial: review Morris's written discovery responses for impeachment materials; draft impeachment grid on Morris's usury, duress, and mistake affirmative defenses; create impeachment grid regarding Morris's cross-complaint claim for breach of contract and unjust enrichment.	7.79 $250.00/hr	1,947.29
	LLH	A103 Draft/revise Revise witness examination, draft trial brief and opening statement with citations to exhibits. L210 Pleadings	4.00 $420.00/hr	1,680.00
6/26/2017	RSH	A109 Appear for/attend Trial: appear in Department 14 for first day of trial, OSC re dismissal of jury demand and Motion to Exclude Evidence Pursuant to CCP 454; argue Motion to Exclude; transfer case to Department 69: commence bench trial.	4.25 $250.00/hr	1,062.50
	RSH	A109 Appear for/attend Trial: travel to/from courthouse for trial; final preparations for pre-trial hearings in Department 14; prepare Ted for direct examination and cross.	4.75 $250.00/hr	1,187.50

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Client-Matter No.:333-301
Edward T. Humphreville, CPA

Sep 5, 2017
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			Hrs/Rate	Amount
6/26/2017	RSH	A101 Plan & Prepare for Plan & Prepare for day 2 of trial: review exhibits testified about at trial; draft closing argument.	2.20 $250.00/hr	549.17
	LLH	A109 Appear for/attend At law office, final prep for trial. Travel to courthouse, final hearing before trial before Judge Terry Green, begin trial before Judge Fahey. L450 Trial and Hearing Attendance	8.50 $420.00/hr	3,570.00
6/27/2017	RSH	A109 Appear for/attend Travel to/from court for day 2 of trial: complete day 2 of trial testimony.	3.92 $250.00/hr	979.17
	LLH	A109 Appear for/attend Revise witness examination of Mr. Morris in light of proceedings yesterday. Travel to court, attend trial, examination of William Morris. L450 Trial and Hearing Attendance	4.00 $420.00/hr	1,680.00
6/28/2017	RSH	A106 Communicate (with client) Telephone call from Ted regarding next steps viz entry of judgment, cost bill, attorneys' fee application; collections process, appellate process and associated deadlines, and bonding requirement for stay of execution of judgment while Morris appeals.	0.40 $250.00/hr	99.38
7/3/2017	RSH	A103 Draft/revise Draft judgment; prepare memorandum of costs	1.54 $250.00/hr	385.90
7/6/2017	RSH	A103 Draft/revise Draft/revise cost bill; multiple emails with Karen Hughes of Sullivan Court Reporters regarding invoices.	0.60 $250.00/hr	150.63
7/11/2017	RSH	A103 Draft/revise Draft/revise memo of costs.	1.68 $250.00/hr	418.96
7/12/2017	RSH	A103 Draft/revise Revise and finalize judgment and related papers for filing and service on July 13.	1.02 $250.00/hr	255.28
7/14/2017	RSH	A107 Communicate (outside counsel) Respond to Ted and Constance VM with email, forwarding copies of filings from 7/13 to them.	0.25 $250.00/hr	63.47
7/26/2017	LLH	A106 Communicate (with client) Telecall from Ted Humphreville, discuss status that judge has not entered judgment as of my checking yesterday on court's website, that motion for attorneys' fees award will follow that, and that Mr. Humphreville is going to go to San Antonio to meet potential collection lawyers there. L120 Analysis/Strategy	0.07 $420.00/hr	NO CHARGE

11/06/2017

			Hrs/Rate	Amount
7/26/2017	RSH	A102 Research Research decisional law regarding standard for award of attorney fees pursuant to Civil Code 1717.	2.21 $250.00/hr	552.85
	RSH	A102 Research Research prevailing attorney fee rates for Los Angeles area.	0.16 $250.00/hr	38.82
8/11/2017	RSH	A107 Communicate (outside counsel) Telephone call to clerk in Department 69 regarding status of judgment lodged on 7/13; advise case file shown as assigned to Department 14 and to follow up with Department 14 on Monday as Department 14 is dark before then.	0.07 $250.00/hr	17.64
8/14/2017	RSH	A107 Communicate (outside counsel) Telephone call to Department 14 regarding lodging of proposed judgment; prepare resubmission of proposed judgment as directed by clerk; serve copy of same on Morris vial email and US mail.	1.36 $250.00/hr	340.56
8/28/2017	LLH	A104 Review/analyze Review case summary re status of judgment submitted to court. L210 Pleadings	0.07 $420.00/hr	29.63
9/1/2017	RSH	A106 Communicate (with client) Telephone call with Ted regarding entry of judgment, notice of entry of judgment, and related deadlines. Refer Ted to Joseph Chora (collections/private investigator).	0.24 $250.00/hr	60.07
		For professional services rendered		$119,998.00

Additional Charges :

			Qty/Price	
5/11/2017	LLH	E102 Outside printing Pay Printers Co. Invoice 10195 for color printing of documents produced, for possible use at trial and for today's mediation, using law firm operating account check number 4049. L250 Other Written Motions and Submissions	1 51.68	51.68
5/31/2017	LLH	E101 Copying Copying charges paid to Saltzburg, Ray & Bergman, Invoice #58339 dated May 31, 2017, using law firm operating account check number 4073	1 14.70	14.70
6/7/2017	LLH	E118 Litigation support vendors Purchase numbered exhibit notebook dividers at Staples using law firm debit card. L410 Fact Witnesses	1 124.94	124.94

11/06/2017

			Qty/Price	Amount
6/12/2017	RSH	E109 Local travel Travel to/from courthouse for final status conference.	32.1 0.54	17.33
6/16/2017	LLH	E101 Copying Exhibit divider/side tabs for exhibit books (2 for nos. 101 to 125 and 2 for nos. 126 to 150) for $47.96 and two printouts of each of AAOG (David Katz) deposition and William Charles Morris deposition, confidential and nonconfidential portions, $149.40, plus $17.27 sales tax. Paid to Printers Company, invoice number 10239, using law firm operating account check number 4061. L410 Fact Witnesses	1 214.63	214.63
6/26/2017	RSH	E111 Meals Water for courtroom and lunch for counsel.	1 33.75	33.75
6/28/2017	RSH	E109 Local travel Travel to/from court for 2 days of trial -- June 26 and 27: 68.4 miles.	68.4 0.54	36.94
	RSH	E109 Local travel Parking at courthouse for 2 days of trial: June 26 and 27.	1 40.00	40.00
6/30/2017	LLH	E101 Copying June 2017 copying charges paid to Saltzburg, Ray & Bergman LLP on its invoice number 58370 using law firm operating account check number 4073.	1 105.60	105.60
8/3/2017	LLH	E107 Delivery services/messengers Pay Now Legal Services for filing at LASC Central on May 17, 2017 (Invoice No. CC36815, $51.15, past due) and May 19, 2017 (Invoice No. CC36975, $51.15, past due) using law firm operating account check number 4089 on August 3, 2017. L210 Pleadings	2 51.15	102.30
8/22/2017	LLH	E107 Delivery services/messengers Pay Now Legal Services invoice number CC41426 for filing at Stanley Mosk Courthouse on August 14, 2017 using portion of law firm operating account check number 4098. L210 Pleadings	1 51.15	51.15
		Total costs		$793.02
		For professional services rendered		$120,791.02
		Interest on overdue balance		$2,723.95
		Total amount of this bill		$123,514.97
5/8/2017		Payment - Thank You. Check No. 2377		($50,000.00)
7/21/2017		Payment - Thank You. Check No. 2386		($13,000.00)

7/07/2017

	Amount
Total payments and adjustments	($63,000.00)
Balance due	$184,542.90

Timekeeper Summary

Name	Hours	Rate	Amount
Paraprofessional	1.05	80.00	$84.36
Rosslyn Stevens Hummer	303.22	250.00	$75,794.30
Laurence L. Hummer	105.05	420.00	$44,119.34
Laurence L. Hummer	3.74	0.00	$0.00

11/06/2017

Laurence L. Hummer, Esq. (SBN 93985)
Rosslyn Hummer, Esq. (SBN 190615)
LAURENCE L. HUMMER,
A LAW CORPORATION
12100 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Telephone: 310-481-6030

Attorney for Plaintiff & Cross-Defendant
EDWARD T. HUMPHREVILLE

FILED
Superior Court of California
County of Los Angeles
NOV 02 2017
Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Raul Sanchez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT, STANLEY MOSK COURTHOUSE

EDWARD T. HUMPHREVILLE, an individual,

Plaintiff,

vs.

WILLIAM CHARLES MORRIS, an individual; DOES 1 to 10,

Defendants.

AND RELATED CROSS-ACTION

Case No.: BC596713

ASSIGNED TO THE HON. WILLIAM FAHEY

DECLARATION OF LAURENCE L. HUMMER IN SUPPORT OF MOTION FOR AWARD OF ATTORNEYS' FEES AS COSTS PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1033.5(a)(10)(A) AND CIVIL CODE SECTION 1717

Date: December 8, 2017
Time: 9:30 a.m.
Dept.: 69

RES ID: 171031263189

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ORIGINAL

I, Laurence L. Hummer, declare:

1. I am counsel to plaintiff and cross-defendant Edward T. Humphreville ("Mr. Humphreville") in this action. I make this declaration of my own personal knowledge and could, if called upon to testify, testify competently to the facts set forth herein.

2. I was admitted to the State Bar in 1980 and have practiced law continuously since then. In addition to being admitted to practice in state court, I am admitted to practice in all the federal district courts in California and in the Ninth Circuit Court of Appeals.

3. I began practicing law with a large national firm, and then became a litigation partner in a smaller Los Angeles firm. Since 2002, I have practiced law either as a sole practitioner or in a two-attorney office. Over the years, my legal practice has focused primarily on litigation and real estate transactional matters. Over the years, I have handled a wide variety of disputed matters, in court and in arbitration, including controversies over purchase and sale agreements for real property, construction contracts, quiet title to real estate, commercial landlord-tenant disputes, real estate brokerage commissions, contamination of industrial property and groundwater, business contracts, and commercial debt collections. Prior to the trial in this matter, my previous trial experience had ranged all the way from prosecuting unlawful detainer by a small retail store to a successful defense verdict in a consumer class action.

4. In 2008, Continuing Education of the Bar ("CEB"), a joint project of the University of California and the State Bar, published the legal treatise California Easements and Boundaries: Law and Litigation, for which I co-authored Chapter 8, Boundary Easements and Neighboring Property Rights. I help to regularly update the book for CEB, most recently this past Spring. I have presented multiple continuing legal education seminars for attorneys on handling real property boundary disputes on behalf of CEB, and on that subject or other legal subjects for other organizations including the Los Angeles County Bar Association, National Business Institute, the Orange County Bar Association, The Seminar Group, and Half Moon Seminars.

5. Years ago, I was a member of the Los Angeles County Bar Association's Superior Courts Committee. Currently, I am a member of the Executive Committee of the County Bar's Real Property Section.

6. Plaintiff Edward T. Humphreville ("Mr. Humphrevlle") retained my firm to represent him in this action to enforce a promissory note in the amount of $693,200.00. I agreed to represent Mr. Humphreville at a rate of $420.00 per hour, and did not change that rate over the three years that I represented him in connection with the promissory note.

7. On Mr. Humphreville's behalf, I prepared a single-count form complaint for breach of a promissory note and filed it in the Superior Court on October 2, 2015. I immediately served Mr. Morris by mail at his address in San Antonio, Texas.

8. I received Mr. Morris's Answer and Cross-complaint in the mail during the first week of December 2015. The Answer contained a general denial and thirty-one affirmative defenses. Mr. Morris's Cross-complaint asserted four causes of action against Mr. Humphreville. The first claimed that Mr. Humphreville allegedly owed Mr. Morris money because Mr. Morris had paid $220,000.00 in legal fees to defend Mr. Humphreville and others in a separate lawsuit in the Delaware Court of Chancery. The Second claimed that Mr. Humphreville had been unjustly enriched by Mr. Morris's payment of legal fees in Delaware. The Third cause of action claimed that the promissory note had been obtained through "undue, deceitful and/or fraudulent means," that Mr. Morris had never received any consideration in return for it, and that the note should be rescinded. The Fourth cause of action sought a judicial declaration that the promissory note was not supported by consideration and should be rescinded.

9. Mr. Humphreville vigorously denied Mr. Morris's cross-claims. Nonetheless, Mr. Morris's thirty-one supposed affirmative defenses and his cross-claims seeking monies allegedly owed him by Mr. Humphreville and the rescission of the promissory note due to supposed fraud by Mr. Humphreville and lack of consideration required serious attention. I immediately drafted discovery to try quickly to find out what, if any, supporting evidence Mr. Morris had for his claims. A first round of written discovery, consisting of form interrogatories, request for

admission, and document requests, was mailed from my office to Mr. Morris's attorneys, Richard M. Foster and David R. Euredjian, on December 15, 2015.

10. I did not succeed in promptly getting discovery responses from Mr. Morris. On January 15, 2016, Mr. Morris's counsel David R. Euredjian ("Mr. Eurejdian"), emailed me to request a lengthy extension to respond to discovery. Attached hereto as **Exhibit A** is a true and correct copy of Mr. Euredjian's January 15, 2016 email to me. Only after I had questioned the need for a long extension of time did Mr. Euredjian reveal that although he had forwarded the discovery requests to his client, he had not even been in communication with his client thereafter. I gave a short extension of time. On January 27, 2016, I received page after page of repetitious, "form" boilerplate objections in a documents titled: (i) William Charles Morris's Objections and Responses to Edward T. Humphreville's Request [sic] for Production of Documents, Set One; (ii) William Charles Morris's Objections and Responses to Edward T. Humphreville's Form Interrogatories, Set One; and (iii) William Charles Morris's Objections and Responses to Edward T. Humphreville's Requests for Admission, Set One. Although each of these discovery responses was labeled "objections and responses," none contained substantive responses. Each was dated as of January 22, 2016 and a Proof of Service reflecting service on that date was attached to each.

11. On January 27, 2016, after I received Mr. Morris's boilerplate objections, I reviewed the responses. I identified several problems with the objection-only responses.

12. For example, in response to a request for admission asking Mr. Morris to admit the genuineness of the promissory note attached as Exhibit A to the Complaint, Mr. Morris interposed objections that this request was "vague, ambiguous, overbroad," "unduly burdensome and oppressive," included "no limitation as to subject matter or time," and "[sought] information that is neither relevant to the claims and defenses at issue in this action nor reasonably calculated to lead to the discovery of admissible evidence," sought information "protected by the attorney-client privilege," and "impermissibly calls for a legal conclusion[.]"

13. Mr. Morris similarly objected to requests that he admit the genuineness of attorney bills related to the Delaware Action which I had obtained from another source, even

though those bills were central to his claims in his cross-complaint that Mr. Humphreville owed him for legal fees incurred in the Delaware Action. (When he, much later, produced copies of those attorney bills himself, Mr. Morris produced altered copies from which the names of the invoicing law firms had been redacted, with no explanation.)

14. I pointed out these problems to Mr. Euredjian in my January 27, 2016 6:13 pm email to him, which is included as the initial email in a chain of email communications with Mr. Euredjian of which I have attached hereto true and correct copies as **Exhibit B**. And I pointed out that if the attorney bills were truly irrelevant and privileged, then Mr. Morris should not have filed a cross-complaint contending that Mr. Humphreville is obligated to pay them. **Id.**

15. Each of Mr. Morris's discovery responses was preceded by a lengthy "Preliminary Statement" that purported to alter and limit Mr. Morris's discovery obligations while supposedly shielding him from the consequences of his responses.

16. On February 1, 2016, I appeared in Department 14, the Hon. Terry A. Green presiding, for the Case Management Conference. Someone else from the law firm representing Mr. Morris other than the two attorneys listed on Mr. Morris's pleadings attended the hearing to represent Mr. Morris at the hearing. I raised my concerns about discovery problems with the Court. The Court set a March 1, 2016, Mediation Selection Conference and a March 15, 2016, Further Status Conference. The Court further directed that counsel meet and confer in person and that trial counsel (rather than someone only making an appearance for them) appear at a future hearing.

17. After some more back-and-forth communication by me with Mr. Euredjian, he emailed me on February 3, 2016, at 3:13 PM that Mr. Morris was out of the country, and I gave him an extension to February 19, 2016, to respond to the discovery. He also told me that "there is no prejudice to [me] or [my] client, since the trial is more than a year away and the mediation cut off is more than eight months away." **Id.**

18. February 19, 2016, however, came and went with no amended discovery responses from Mr. Morris and no communications from Mr. Euredjian.

11/06/2017

19. On Thursday, February 25, 2016 I called Richard M. Foster ("Mr. Foster"), lead counsel for Mr. Morris as listed on his pleadings, and left a message asking him to call me about the missing discovery responses. On Friday, February 26, 2016, I emailed Mr. Foster and Mr. Euredjian about the missing discovery responses after being unsuccessful in reaching either of them by phone. I asked them to provide me their availability the following week to meet in person at my office to meet and confer about Mr. Morris's discovery objections served January 22, 2016. I also stated that we needed to discuss proposed mediators, agree on one, and jointly retain that agreed-upon mediator in order to avoid the March 1 mediation selection conference ordered by the Court, Judge Green. Attached hereto as **Exhibit C** is a true and correct copy of my email exchanges with Mr. Euredjian and Mr. Foster between February 26 and February 29, 2016. Mr. Euredjian responded to my February 26, 2016 email early the following Monday. He told me that Mr. Morris had been abroad "for some time" and that when he returned, he'd had a computer problem that prevented him from getting responses to Mr. Euredjian. He did not tell me when I could expect to see substantive discovery responses. I responded, asking Mr. Morris's counsel to call me, but I did not hear back that day.

20. The next morning, March 1, 2016, counsel had to appear at the mediator selection conference. Judge Green ordered Mr. Euredjian and me into the jury room to discuss discovery issues and mediator selection. During our discussion, I advised Mr. Euredjian that Mr. Humphreville would not mediate without Mr. Morris's substantive discovery responses and documents in hand, because we wanted to understand their litigation position.

21. On March 10 and 11, 2016, Mr. Morris finally served substantive discovery responses, albeit ones that continued to include lengthy preliminary statements invoking multiple objections in response to each individual request. Mr. Morris did not produce any documents at that time.

22. At the March 15, 2016, Further Status Conference, when I again raised the continuing discovery problems, the Court ordered counsel to meet and confer by talking to each other.

23. On March 31, 2016, Mr. Morris served second amended objections and responses to the form interrogatories and request for production. He produced 163 pages of documents at this time.

24. Notably, however, Mr. Morris still had not produced documents substantiating his claim in his cross-complaint that Mr. Humphreville was liable to him for breach of implied-in-fact contract.

THIRD-PARTY DISCOVERY NECESSITATED BY MR. MORRIS'S CROSS-COMPLAINT

25. After Mr. Morris produced more documents in response to two sets of document requests in July 2016, and still more in September 2016 after being pressed by motions to compel further responses, it became clear to my colleague and me that we needed to pursue discovery from a third party, All American Oil & Gas, Inc. ("AAOG") in order to get to the bottom of Mr. Morris's claim that Mr. Humphreville was obligated to reimburse Mr. Morris for legal fees in the Delaware Action relating to AAOG.

26. Over the course of a couple of months, I worked with David Katz, General Counsel to AAOG, and its outside counsel in Los Angeles, to arrange to obtain deposition testimony and documents from AAOG.

27. AAOG agreed to appear in response to a California subpoena *duces tecum*, even though it is a Delaware Corporation headquartered in Texas with offices in New York.

28. AAOG also agreed to produce documents before the deposition.

29. Prior to AAOG sitting for deposition, Mr. Katz, AAOG's outside counsel, and I reached an agreement regarding a certain confidential settlement agreement and related agreements by and among Mr. Morris, AAOG, and AAOG's directors' and officers' liability carrier.

30. AAOG agreed that these confidential documents could be produced by Mr. Morris in response to our discovery requests in this action.

31. AAOG agreed to produce its witness in Los Angeles and I deposed David Katz, as the representative of subpoenaed third-party AAOG on February 28, 2017.

THE DEPOSITION OF MR. MORRIS

32. Prior to Mr. Katz sitting for his deposition, I took the deposition of Mr. Morris on January 18, 2017. Even though the Court had ordered Mr. Morris to produce certain documents and amended discovery responses on December 13, 2017, when it granted Mr. Humphreville's motions to compel further responses, the week before Mr. Morris's scheduled deposition, I still did not have those materials from Mr. Morris and Mr. Euredjian was insisting that the deposition proceed regardless of whether the documents were in hand prior to January 18th.

33. We had not received Mr. Morris's privilege log until January 12, 2017, even though Mr. Morris had asserted privilege objections in his first response to discovery in January 2016, a year before.

34. When we finally received the privilege log, we determined that the three logged documents withheld from production were not, in fact, privileged.

35. I relied on my colleague, Rosslyn Hummer ("Ms. Hummer") to sort this dispute out with Mr. Euredjian, which entailed numerous email communications, and two trips to Court for *ex parte* hearings.

36. After the last such *ex parte* hearing, I took Mr. Morris's deposition. Mr. Euredjian represented Mr. Morris at his deposition in a manner comparable to how he had responded to written discovery – by interposing a long list of objections in response to many questions I asked.

37. In particular, Mr. Euredjian repeatedly interposed an objection based on what he called the Rifkind v. Superior Court opinion. Mr. Euredjian claimed my questions were improper contention questions. Attached here to as **Exhibit D** is a true and correct copy of excerpts from Mr. Morris deposition transcript that demonstrate these "Rifkind v. Superior Court" objections.

38. An example of defense counsel's string of objections including Rifkind is provided in Exhibit D, at page 16, lines 2 to 14.

39. Other examples of such an objection occurred when I asked questions to follow upon on Mr. Morris's answer. Exhibit D, 16:16 to 17:20.

40. Mr. Morris was not able to tell me what amount Mr. Humphreville allegedly owed him for which Mr. Morris had sued him in his cross-complaint. Mr. Morris told me that he did not know. Exhibit D, 13:10-23.

41. When I asked him to estimate the amount that Mr. Humphreville owed him, he told me "I don't know." Exhibit D, 14:7-15.

42. While Mr. Morris claimed to have paid a Delaware law firm, Connolly & Gallagher LLP, for its defense of himself, Mr. Humphreville, and the other two directors of AAOG in the Delaware Action, Mr. Morris testified that he had never signed their retainer agreement because no one had asked him to. Exhibit D, 156:21-25.

43. Mr. Morris also insisted that Mr. Humphreville owed Mr. Morris for the fees he had paid to his personal lawyer, Robert Axelrod. In Mr. Morris's written discovery responses, he claimed that Mr. Axelrod had also represented Mr. Humphreville. But at deposition, he acknowledged that Mr. Axelrod only had been Mr. Morris's own lawyer, and that Mr. Axelroad had not represented Mr. Humphreville. Exhibit D, 32:21-25. Nonetheless, Mr. Morris insisted that Mr. Humphreville owed him for Mr. Axelrod's fees because Mr. Humphreville had talked to Mr. Axelrod on the phone and every minute spent talking to a lawyer is billed by the lawyer. Exhibit D, 29:6 to 32:25.

44. Mr. Morris testified that each of the four directors owed him for his "share" of the legal fees in Delaware, but admitted that he had not sought reimbursement from any director other than Mr. Humphreville. Exhibit D, 19:15-24 and 32:11-13.

45. Mr. Morris testified that it was appropriate to go after Mr. Humphreville for those fees because Mr. Humphreville had sued him in this action. Exhibit D, 83:2-10.

46. Mr. Morris both testified that no one other than himself had paid the legal fees in the Delaware Action and that National Fire Insurance Co. (as subsidiary of AIG) had paid those fees. Exhibit D, 33:2-17 and 34:3-5.

47. Although I showed him a document in his deposition that showed that he had been reimbursed by others for legal fees, he insisted that Mr. Humphreville should pay a share of those fees already paid by others.

48. He testified that asking Mr. Humphreville to pay him a "share" of those fees even though Mr. Morris already been reimbursed was not a "double recovery." Exhibit D, 83:1-21.

49. Contradictions abounded in Mr. Morris's testimony. For example, he both testified that he had asked all the directors to contribute to the attorney fee costs of the Delaware Action and that he had not asked director Raymond Schultz to so contribute. Exhibit D, 33:14-17, 34:1-5.

MR. MORRIS DID NOT COOPERATE IN TRIAL PREPARATION

50. I attempted to communicate with Mr. Morris about the preparation of a joint trial exhibit list, but was not able to get a response from him.

51. As a result, I filed a unilateral trial exhibit list with the Court on June 5, 2017.

52. I prepared for a jury trial, based on Mr. Morris's repeated insistence that he was going to proceed by way of jury.

BILLING MR. HUMPHREVILLE FOR SERVICES

53. Throughout the time that my law firm represented Mr. Humphreville, both my colleague and I recorded time spent on Mr. Humphreville's matter using our TimeSlips billing system, which was used to generate bills to Mr. Humphreville for our services. When I reviewed bills before they were finalized and presented to Mr. Humphreville, I made adjustments to those bills to address any instance I found that appeared to charge excessive time for any particular task. I sometimes reduced the amount of time billed for a given task and eliminated other charges altogether. That is my regular practice and procedure in preparing bills for clients.

I declare under penalty of perjury under the laws of the State of the California that the foregoing is true and correct.

Executed on November 1, 2017, at Los Angeles, California.

Laurence L. Hummer

11/06/2017

EXHIBIT A

Laurence Hummer

From: David Euredjian <david@rmflaw.com>
Sent: Thursday, January 14, 2016 6:17 PM
To: Laurence Hummer
Subject: Discovery Responses

Dear Mr. Hummer:

I am requesting an extension up to February 11, 2016 for responding to outstanding discovery. Please confirm. Thank you.

David Euredjian

Law Offices of Richard M. Foster
5429 Cahuenga Boulevard • North Hollywood, CA 91601
Telephone (818) 508-1500 • Facsimile (818) 508-1529

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11/06/2017

EX.A

11/06/2017

EXHIBIT B

From: Laurence Hummer
To: "David Euredjian"
Subject: RE: Humphreville v Morris
Date: Wednesday, February 3, 2016 6:30:31 PM

Mr. Euredjian,

You have an extension to Feb. 19, 2016, as you have requested.

Larry Hummer

Laurence L. Hummer
Laurence L. Hummer,
A Law Corporation
12100 Wilshire Boulevard
Suite 650
Los Angeles, California 90025
Tel. 310-481-6030
Fax 310-481-6720
Cell 310-562-4488

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From: David Euredjian [mailto:david@rmflaw.com]
Sent: Wednesday, February 3, 2016 3:13 PM
To: Laurence Hummer <llh@hummeralc.com>
Cc: Richard Foster <richard@rmflaw.com>
Subject: Re: Humphreville v Morris

Mr. Hummer:

Mr. Morris is out of the country. As such, his ability to locate and produce responsive information and documents is limited. We estimate that we should be able to get you amended responses by February 19, 2016, and respectfully request an extension up to and including that date.

While I appreciate your concern regarding obtaining responsive documents and information, there is no prejudice to you or your client, since the trial is more than a year away and the mediation cut off is more than eight months away.

I look forward to hearing from you. Thank you.

David Euredjian

EX.B

Law Offices of Richard M. Foster
5429 Cahuenga Boulevard • North Hollywood, CA 91601
Telephone (818) 508-1500 • Facsimile (818) 508-1529

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On Tue, Feb 2, 2016 at 4:56 PM, Laurence Hummer <llh@hummeralc.com> wrote:

> Mr. Euredjian,
>
> You still have not indicated to me that you even have been able to hear from your client, Mr. Morris, since the discovery requests were served on you in December. You recall that that was my concern when you first asked me for an extension, when you told me that you had forwarded the discovery requests to him and had not been in contact with him since. It is one thing to ask for time to respond to discovery with an explanation that responses are being worked on diligently by the client and counsel but problems have arisen in getting responses prepared; it is another thing to ask for an extension when nothing has been done by the party to respond in a timely manner. Last I heard from you on this last week, you emailed me that I would receive an email with details by yesterday. I'm not blaming you the lawyer if your client is not dealing with this, but Mr. Morris has to take this seriously. Substantive discovery cannot go on the schedule you proposed in your Case Management Statement, because substantive discovery needs to be completed with everybody understanding the issues before the case is mediated as ordered by the judge.
>
> I'm not going to give Mr. Morris an open extension to respond at his leisure when he has filed a cross-complaint. If we haven't worked this out by tomorrow, then I request you call me to arrange a time later this week to meet with me at my office to meet and confer re the objections to the discovery requests based on the judge's direction yesterday that counsel must meet in person before a motion to compel is brought.
>
> I'll also welcome any suggestions you have as to mediators.
>
> Thank you.
>
> Larry Hummer
>
> Laurence L. Hummer
> Laurence L. Hummer,
> A Law Corporation
> 12100 Wilshire Boulevard
> Suite 650
> Los Angeles, California 90025
> Tel. 310-481-6030

11/05/2017

Fax 310-481-6720
Cell 310-562-4488

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From: David Euredjian [mailto:david@rmflaw.com]
Sent: Tuesday, February 2, 2016 4:38 PM
To: Laurence Hummer <llh@hummeralc.com>
Cc: Richard Foster <richard@rmflaw.com>
Subject: Re: Humphreville v Morris

Mr. Hummer:

As indicated in the objections, we intend to served amended responses with substantive information. I will need some additional time to make that happen. Please allow me a couple days to confer with my client and determine when we can provide the requested information.

Thank you.

David Euredjian

Law Offices of Richard M. Foster
5429 Cahuenga Boulevard • North Hollywood, CA 91601
Telephone (818) 508-1500 • Facsimile (818) 508-1529

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On Thu, Jan 28, 2016 at 2:13 AM, David Euredjian <david@rmflaw.com> wrote:

> Mr. Hummer:
>
> I requested a reasonable extension from you. Instead, you gave me three additional days. As indicated in the responses, we served objection-only responses as a result of your refusal to grant a reasonable extension. We intend to serve substantive responses and produce relevant non-privileged information in due time.
>
> Mr. Foster is in deposition the rest of this week and I will be out of town today through Sunday. I will more fully respond to your email on Monday.

11/06/2017

Thank you.

David Euredjian

Law Offices of Richard M. Foster
5429 Cahuenga Boulevard • North Hollywood, CA 91601
Telephone (818) 508-1500 • Facsimile (818) 508-1529

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On Wed, Jan 27, 2016 at 6:13 PM, Laurence Hummer <llh@hummeralc.com> wrote:

> Dear Mr. Foster and Mr. Euredjian,
>
> I have received in the mail today from your office Mr. Morris's "objections and responses" to Mr. Humphreville's discovery requests. There are no responses at all contained therein, only repeated, formulaic, boilerplate objections. When Mr. Euredjian spoke to me about this on January 15, 2016, in connection with his request for an extension of 30 days to respond to the discovery, he told me that he wants to provide substantive responses and not objections. When I asked, however, Mr. Euredjian forthrightly told me that he had not heard from your client Mr. Morris since sending him the requests weeks ago. I gave Mr. Euredjian an extension of only a few days, saying we could see what happened with Mr. Morris in that time as I am concerned that Mr. Morris is simply stalling this lawsuit just, as at least my client contends, Mr. Morris has stalled paying his debt to my client. I received no further call from you asking for more time on the grounds that Mr. Morris indeed is providing information to you and you are working on responses. Instead, I have received only the objections today.
>
> The impropriety of the objections is obvious. For just one example, request for admission no. 1 simply asks if the copy of the promissory note is genuine. The multiple objections in response include that such a request, about the heart of the issues in the lawsuit, a document attached to the complaint purporting to bear your client's own signature as obligor, is "vague, ambiguous, overbroad, "unduly burdensome and oppressive," "no limitation as to subject matter or time," "seeks information that is neither relevant to the claims," seeks information "protected by the attorney-client privilege," "impermissibly calls for a legal conclusion," etc. The objections to the rest of the requests about the genuineness of documents, including requests about the genuineness of Delaware attorneys' bills when Mr. Morris himself has made attorneys' bills the subject of his own cross-complaint, are identical. If such documents truly are "irrelevant" and privileged, Mr. Morris should not have filed a cross-complaint contending that Mr. Humphreville is responsible to pay them. If Mr. Morris believes that those are not the genuine attorneys' bills, then he of course should produce as requested the genuine documents that support his claims.
>
> What he cannot do is simply object and provide no information and no documents. The

2/10/2017

frivolous nature of his objections raises serious questions about whether probable cause ever existed for Mr. Morris to have filed his claims in his cross-complaint against Mr. Humphreville, or having filed his cross-complaint, whether probable cause still exists now for Mr. Morris to continue to pursue all the claims in his cross-complaint against Mr. Humphreville. I respectfully request that the tenability of Mr. Morris's claims against Mr. Humphreville be reconsidered at this time.

If I have misunderstood something, please let me know very, very promptly. I see little to discuss in a meet-and-confer when mere repeated boilerplate objections have been provided, as Mr. Morris has done, and I will move immediately to compel responses and to seek all available sanctions.

Larry Hummer

Laurence L. Hummer
Laurence L. Hummer,
A Law Corporation
12100 Wilshire Boulevard
Suite 650
Los Angeles, California 90025
Tel. 310-481-6030
Fax 310-481-6720
Cell 310-562-4488

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Thank you.

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EXHIBIT C

From: Laurence Hummer
To: "David Euredjian"
Cc: Richard Foster
Subject: RE: Humphreville v Morris
Date: Monday, February 29, 2016 7:43:38 AM

Mr. Euredjian and Mr. Foster:

I sense a lack of movement here. Please call me on the phone today. Thank you.

Larry Hummer

Laurence L. Hummer
Laurence L. Hummer,
A Law Corporation
12100 Wilshire Boulevard
Suite 650
Los Angeles, California 90025
Tel. 310-481-6030
Fax 310-481-6720
Cell 310-562-4488

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From: David Euredjian [mailto:david@rmflaw.com]
Sent: Monday, February 29, 2016 7:37 AM
To: Laurence Hummer <llh@hummeralc.com>
Cc: Richard Foster <richard@rmflaw.com>
Subject: Humphreville v Morris

Mr. Hummer:

I will be in deposition today, so I will likely be unavailable by phone for most of the day. As you know, Mr. Morris was out of the country for some time. When he came back to the US, he had an issue with his computer and was unable to get responses to me. I am doing my best to get you the amended responses. I would appreciate if you give me some additional time. Of course, I will reciprocate the courtesy and accomodate your client as well.

Regarding mediators, please let me know your thoughts on my proposed mediators. Also, do you know Mr. Kichaven's availability and rates?

I hope to hear from you and will check my email periodically throughout the day.

On Friday, February 26, 2016, Laurence Hummer <llh@hummeralc.com> wrote:

|

11/06/2017

EX.C

Dear Mr. Foster and Mr. Euredjian:

I left messages with your telephone assistant yesterday afternoon for Mr. Foster and this morning for Mr. Euredjian asking you to call me. Not having had a response, I am sending you this email.

First, no responses have been received from Defendant to Plaintiff's discovery requests, after I agreed to the extension to February 19, 2016, that Mr. Euredjian requested in order to provide those responses. See email incorporated below in the "thread" of this email. Accordingly, please advise me of your availability next week to meet with me at my office in West Los Angeles to meet and confer in person, as required by the judge, regarding the objections previously served on January 22, 2016, to Plaintiff's discovery requests served on December 15, 2016.

Second, we need to discuss the mediators that have been proposed, agree on a selection and jointly retain that mediator. The mediation selection conference is next Tuesday, March 1, and as you will recall, we can avoid appearing at that conference (at which the judge has said he will select the mediator) if we can retain the mediator and so inform the court clerk on Monday.

Please therefore call me promptly to handle these two important and time-urgent items.

Larry Hummer

Laurence L. Hummer
Laurence L. Hummer,
A Law Corporation
12100 Wilshire Boulevard
Suite 650
Los Angeles, California 90025
Tel. 310-481-6030
Fax 310-481-6720
Cell 310-562-4488

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From: Laurence Hummer
Sent: Wednesday, February 3, 2016 6:31 PM
To: 'David Euredjian' <david@rmflaw.com>
Subject: RE: Humphreville v Morris

Mr. Euredjian,

You have an extension to Feb. 19, 2016, as you have requested.

Larry Hummer

11/08/2017

11/06/2017

EXHIBIT D

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

STANLEY MOSK COURTHOUSE

EDWARD T. HUMPHREVILLE, an individual, Plaintiff, vs. WILLIAM CHARLES MORRIS, an individual; DOES 1 to 10, Defendants. AND RELATED CROSS-ACTION.	CASE NO. BC596713

DEPOSITION OF

WILLIAM CHARLES MORRIS

LOS ANGELES, CALIFORNIA

JANUARY 18, 2017

REPORTED BY:
MAGGIE JUDSON
CSR NO. 7767/RPR
JOB NO. 17-48886

11/06/2017

EX. D

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

STANLEY MOSK COURTHOUSE

EDWARD T. HUMPHREVILLE, an individual,

Plaintiff,

vs.

WILLIAM CHARLES MORRIS, an individual; DOES 1 to 10,

Defendants.

AND RELATED CROSS-ACTION

CASE NO. BC596713

DEPOSITION OF WILLIAM CHARLES MORRIS, a Defendant, taken on behalf of Plaintiff, at 12100 Wilshire Boulevard, Suite 650, Los Angeles, California 90025, commencing at 9:31 a.m., Wednesday, January 18, 2017, before MAGGIE JUDSON, CSR 7767/RPR.

11/06/2017

A P P E A R A N C E S :

For Plaintiff:

LAURENCE L. HUMMER, A LAW CORPORATION
BY: LAURENCE L. HUMMER
Attorney at Law
12100 Wilshire Boulevard, Suite 650
Los Angeles, California 90025
Telephone (310) 481-6030
Facsimile (310) 481-6720
llh@hummeralc.com

For Defendant:

LAW OFFICES OF RICHARD M. FOSTER
BY: DAVID R. EUREDJIAN
Attorney at Law
5429 Cahuenga Boulevard
North Hollywood, California 91601
Telephone (818) 508-1500
Facsimile (818) 508-1529
david@rmflaw.com

11/06/2017

Q By "this lawsuit," I mean why we are here today, pending now in the Los Angeles Superior Court; correct?

A Uh-huh.

Q Yes?

A Yes.

Q The other thing I will repeat is you have to respond by words. Gestures, nods of the head, the court reporter cannot take those down.

In your cross-complaint you contend that Ted Humphreville owes you money; correct?

A Yes.

Q How much money does he owe you?

MR. EUREDJIAN: Objection, calls for an expert opinion and attorney-client privilege.

Outside of attorney-client communications, you can respond.

THE WITNESS: I don't know.

BY MR. HUMMER:

Q Do you have a general range of how much money you say he owes you?

MR. EUREDJIAN: Same objections.

THE WITNESS: No, I don't.

BY MR. HUMMER:

Q Could it be as little as $1,000?

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MR. EUREDJIAN: Objection, calls for an expert opinion. Calls for attorney-client privileged communications and asked and answered.

THE WITNESS: I could answer that no. More than a thousand.

BY MR. HUMMER:

Q Do you understand what an estimate is; correct? Not a specific number, but your best understanding given what you know of what something is. Would you agree that is a good definition of an estimate?

A Yes.

Q Okay. What is your estimate of how much Mr. Humphreville owes you?

MR. EUREDJIAN: Same objections.

THE WITNESS: I don't know.

BY MR. HUMMER:

Q Why does Mr. Humphreville owe you money?

MR. EUREDJIAN: Same objections.

THE WITNESS: The relationship with Mr. Humphreville goes back almost 30 years, and we had some litigation in the meantime that named Mr. Humphreville and myself and others. It was a casual friendly relationship, and I didn't keep a lot of records regarding it.

BY MR. HUMMER:

Q Would you please reread my question to the

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A Yes.

Q Why does he owe you money related to the litigation in the Delaware Chancery Court?

MR. EUREDJIAN: Objection, calls for an expert opinion. Calls for a legal conclusion.

To the extent that you can answer without disclosing attorney-client communications, you should answer.

THE WITNESS: Would you repeat the question.

(Record read.)

MR. EUREDJIAN: Same objections. Also violates the holding of Rifkind v. Superior Court.

THE WITNESS: He was bound to reimburse me the costs of that litigation.

BY MR. HUMMER:

Q Why was he bound to reimburse you the cost of that litigation?

MR. EUREDJIAN: Objection, calls for a legal conclusion. Calls for an expert opinion. Calls for attorney-client privileged communications. Violates the attorney work product doctrine and the holding of Rifkind v. Superior Court.

To the extent you can answer without disclosing attorney-client communications, you should answer.

THE WITNESS: The litigation costs were in excess of

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$400,000, and he was in touch with the lawyers representing me and the fellow directors often without my knowledge, and he owes it.

BY MR. HUMMER:

Q Which lawyers are we talking about?

A Connolly & Gallagher, and the name escapes me at the moment.

Q You said he owes you the money. Why would he owe you the money if you were -- why does he owe you the money?

MR. EUREDJIAN: Objection, calls for a legal conclusion. Calls for an expert opinion. Calls for attorney-client communications. Violates the attorney work product doctrine and the holding of Rifkind v. Superior Court.

You can answer outside of attorney-client communications.

THE WITNESS: I tried to get him to contribute to the legal defense fund in about January of 2013, and he refused.

BY MR. HUMMER:

Q What was the legal defense fund going to be for?

A Well, that is my term for the costs of our legal defense.

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BY MR. HUMMER:

Q You are saying that, if I understand your testimony, Ted Humphreville refused to put money in for the legal defense; is that correct?

A Yes.

Q You mentioned someone else, as I understand it, named Schultz?

A Schultz.

Q What is the full name of that person?

A Louis Schultz.

Q How do you spell the last name?

A S-c-h-u-l-t-z.

Q How do you spell the first name of Louis?

A L-o-u-i-s.

Q Did you ask Mr. Schultz to put money into this legal defense fund as you call it?

A No.

Q Why not?

MR. EUREDJIAN: Objection, calls for attorney-client privileged communications.

Outside of attorney-client privileged communications, you can answer.

THE WITNESS: He had a substantial investment in All American already.

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BY MR. HUMMER:

Q Did you ask Ted Humphreville for money for the legal defense fund before or after the lawsuit was filed in the Delaware Chancery Court?

A After.

Q At the time that the lawsuit was filed, did you immediately ask Mr. Humphreville for money?

MR. EUREDJIAN: Objection, vague and ambiguous as to "immediately."

THE WITNESS: Yes, I think I did.

BY MR. HUMMER:

Q Did you immediately ask Mr. Schultz for money?

MR. EUREDJIAN: Same objection.

THE WITNESS: No.

BY MR. HUMMER:

Q There was another person you mentioned who was a defendant, another director. Raymond Reed?

A Yes.

Q Did you ask Mr. Reed for money to help defend the Delaware Chancery Court case?

A I think I asked all the directors at the time.

Q You have already said that Mr. Humphreville refused; correct?

A No.

Q Well, what did he say?

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A He advanced $30,000 that I recall.

Q What about Mr. Schultz? What was his response when you asked him for money for the defense of the lawsuit?

MR. EUREDJIAN: Objection, asked and answered.

THE WITNESS: I said we would be back to him for some more as needed.

BY MR. HUMMER:

Q What did he respond when you asked him for money?

A Well, I didn't press him for it, thinking I would go back and ask him later.

Q Did he absolutely refuse to provide any money for the defense of the Delaware lawsuit?

A No.

Q He didn't sign something in writing indicating that he declined to pay any money toward the defense?

A No.

MR. EUREDJIAN: Belated objection, calls for speculation.

BY MR. HUMMER:

Q How about Mr. Reed, how did he respond when you asked him for money to defend the Delaware lawsuit?

A He didn't have any money to speak of.

Q Is that what he said, he didn't have any money?

Q Is he a lawyer in Houston, Texas?
A Yes.
Q Were you a resident of Texas at the time the lawsuit was filed?
A Yes.
Q Did Mr. Axelrod represent the directors in the Delaware lawsuit?
A No.
Q Are you claiming that Mr. Humphreville has some responsibility to help pay the fees of Mr. Axelrod?
A Yes.
Q Why?
MR. EUREDJIAN: Objection, calls for a legal conclusion. Calls for an expert opinion. Calls for attorney work product and attorney-client privileged communications, violating the holding of Rifkind v. Superior Court.
To the extent you can answer without disclosing attorney-client communications, you should do so.
MR. HUMMER: Let me also make clear that obviously I don't agree with your counsel's objections, and that what you tell us today is going to be your testimony at trial.
As I said in the first part of the admonitions here, this is as if you are testifying in court today.

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contribute toward his fees?

A No.

Q So are you saying that you don't think that Mr. Schultz should contribute toward his fees; is that correct?

A No.

Q I am sorry. I probably have a double negative.

Do you think that Mr. Schultz should contribute toward Mr. Axelrod's fees?

A No.

Q Do you think that Mr. Raymond Reed should contribute towards his fees?

A No.

Q Did you ever ask Mr. Humphreville to pay some of Mr. Axelrod's fees?

A No.

Q Did you have a retainer agreement with Mr. Axelrod in writing? A contract with the lawyer that he would represent you?

A I know what you mean. I don't believe so.

Q To your understanding did Mr. Axelrod ever represent Mr. Humphreville?

MR. EUREDJIAN: Objection, calls for speculation. Calls for an expert opinion.

THE WITNESS: No.

BY MR. HUMMER:

Q How much money did you personally pay to Connolly & Gallagher for their legal fees?

A I don't know.

MR. EUREDJIAN: Just to clarify, you mean actually pay as opposed to fees that were incurred?

BY MR. HUMMER:

Q Correct. Exactly.

A I don't know.

Q Did you personally ever pay any of those fees?

A Yes.

Q How much did you pay?

A I don't recall.

Q Did anybody else pay any of those fees for Connolly & Gallagher?

MR. EUREDJIAN: Objection, calls for speculation.

THE WITNESS: No.

BY MR. HUMMER:

Q Have you ever heard of an insurance company called AIG?

A Yes.

Q Did AIG issue a directors and officers insurance policy to American Oil & Gas Company?

A I think through their subsidiary National Fire Insurance Company. They were our insurers.

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Q For directors and officers liability?
A Yes.
Q Did National Fire Insurance Company pay any of the fees of Connolly & Gallagher?
A Yes.
Q How much?
A I don't recall.
Q What were the total fees of Connolly & Gallagher for that matter?
A I don't recall. Will we look at documents?
MR. EUREDJIAN: It's not my deposition.
THE WITNESS: They would refresh my memory.
MR. HUMMER: Okay.
Q You realize that Mr. Humphreville is suing you in this lawsuit for money; correct?
A Yes.
Q Did you ever owe money to Mr. Humphreville?
MR. EUREDJIAN: Objection, vague and ambiguous as to time. Calls for a legal conclusion. Calls for an expert opinion and potentially calls for attorney-client privileged communications.
Outside of attorney-client privileged communications, you can answer.
THE WITNESS: Yes.
///

with Mr. Humphreville after you moved to Dallas?

A I was the owner of a property in Coeur d' Alene, Idaho, and I discussed investing in that.

Q Did you discuss having Mr. Humphreville invest in that?

A Yes.

Q Did he invest?

A I think he -- I don't recall, but I think he invested -- he lent money to me based on a second mortgage.

Q What did you need the money for?

A I don't recall now.

Q After you moved to Texas, did you -- well, put it this way, in the course of your move to Texas, did Mr. Humphreville help fund your move?

A Not that I recall.

Q After you moved to Texas, did you borrow any money from Mr. Humphreville?

A Yes, but I don't recall how much.

Q Do you owe Mr. Humphreville any money at this time?

A Yes.

Q How much do you owe him?

MR. EUREDJIAN: Assert a belated objection, calls

for a legal conclusion. Calls for an expert opinion. Calls for attorney-client privileged communications.

Outside of attorney-client privileged communications, you can answer the question.

THE WITNESS: I don't know.

BY MR. HUMMER:

Q Do you have an estimate? We talked about what an estimate is before. Do you have an estimate of how much you owe Mr. Humphreville?

MR. EUREDJIAN: Same objections.

THE WITNESS: No.

BY MR. HUMMER:

Q Why do you owe him money?

MR. EUREDJIAN: Objection, calls for a legal conclusion. Calls for an expert opinion. Calls for attorney-client communications.

Outside of attorney-client communications, you can answer.

THE WITNESS: Would you repeat the question.

BY MR. HUMMER:

Q Why do you owe him money?

MR. EUREDJIAN: Same objections.

THE WITNESS: I appreciate what Mr. Humphreville did for me at the time, and that is deserving of some -- it's deserving of something.

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Q Where does that figure of $220,000 come from?

MR. EUREDJIAN: Objection, calls for an expert opinion. Violates the attorney-client privilege, the attorney work product doctrine and the holding of Rifkind v. Superior Court.

THE WITNESS: I think that was the amount that was owed to Connolly & Gallagher.

BY MR. HUMMER:

Q Did you come up with that number of $220,000 to put in this cross-complaint?

MR. EUREDJIAN: Same objections.

And you shouldn't disclose any attorney-client communications. So outside of attorney-client communications, you can answer the question.

THE WITNESS: What was your question?

BY MR. HUMMER:

Q Did you come up with that number of $220,000?

MR. EUREDJIAN: Same objections.

THE WITNESS: I believe so.

BY MR. HUMMER:

Q Did you refer to any documents to come up with that number of $220,000?

A Yes.

Q What documents did you refer to?

A Well, the bills of Connolly & Gallagher and

A Yes.
Q That was a decision that you made, not the board of American Oil & Gas; correct?
A Yes.
Q It says, "Morris paid in excess of $220,000.00" in that paragraph 8. Do you see that?
A Yes.
Q Do you see that?
A Yes.
Q Morris means you personally?
A Yes.
Q Did you personally pay in excess of $220,000 in legal and related fees in connection with the defense of the Delaware Chancery action?
A I don't know. I don't know.
Q But you calculated that $220,000 number yourself; correct?
A Yes.
Q Have you produced documents in this case -- you know that you have been asked to produce documents to support that allegation in this case; correct?
A Yes.
Q Have you produced any documents showing that you paid $220,000 in related fees for the Delaware Chancery case?

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MR. EUREDJIAN: I am going to object that the question violates the holding of Rifkind v. Superior Court, and also the complaint is not a verified complaint, and I think Mr. Morris has provided a more detailed breakdown of the fees in verified discovery responses which differ slightly from what is in the actual cross-complaint.

MR. HUMMER: Please reread my question to the witness.

(Record read.)

MR. EUREDJIAN: Same objections.

THE WITNESS: Yes.

BY MR. HUMMER:

Q What documents have you produced?

A The bills from Connolly & Gallagher and Bobby Axelrod.

Q How did you pay the lawyers? With checks?

A Checks or wires.

Q Have you produced copies of any checks in this case showing payment to the lawyers?

A No.

Q Why not?

A Most of it was by wire.

Q Have you produced wires?

A Well, I think so.

A No.

Q For example, you are not trying to collect money from Mr. Humphreville on behalf of CSV; is that correct?

A That is right.

Q You are not trying to collect money from Mr. Humphreville on behalf of AIG; is that correct?

A That is correct.

Q Are you seeking to collect some share of the fees as opposed to 100 percent of them from Mr. Humphreville? Let me put it this way. Four directors were sued; correct?

A Right.

Q Are you trying to seek a quarter share from Mr. Humphreville?

MR. EUREDJIAN: Objection, calls for a legal conclusion. Violates Rifkind v. Superior Court.

THE WITNESS: A quarter of them.

BY MR. HUMMER:

Q That would be one quarter of the fees that you personally paid; correct?

MR. EUREDJIAN: Objection, calls for a legal conclusion. You are asking him contention interrogatories in a deposition which is improper. It also calls for a legal conclusion, attorney-client

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BY MR. HUMMER:

Q Do you think that Mr. Humphreville should pay you a share of attorney's fees that you have already recovered from AIG?

A Yes.

Q Why?

A He is suing me for an amount of less than $100,000 of principal and all accrued interest. You bet. I am going to sue him for -- even though I have recovered it.

Q Wouldn't you consider that to be double recovery?

MR. EUREDJIAN: Objection, calls for a legal conclusion. Calls for an expert opinion. Violates Rifkind v. Superior Court.

THE WITNESS: No.

BY MR. HUMMER:

Q Do you think it's proper for you to get the same amount twice?

MR. EUREDJIAN: Same objections.

THE WITNESS: I stand by my answer.

BY MR. HUMMER:

Q Let's look at paragraph 10. It's under the heading The Purported Promissory Note, and it says, "In or around September 20, 2015, Cross-Defendant

A No.
Q Do you know what this letter is about?
A No.
Q I don't want you to guess or speculate.
Off the record at 3:12.
(Recess.)
BY MR. HUMMER:
Q We have gone over earlier that there was a Chancery Court litigation brought in Delaware. I would like to mark as the next exhibit in order Exhibit 38, a letter dated September 17, 2013 from Connolly & Gallagher.
(Plaintiff's Exhibit 38 marked and attached.)
BY MR. HUMMER:
Q This exhibit consists of two copies of a letter with different signatures on it. Do you recognize that letter?
A Yes.
Q Did you sign this agreement yourself?
A No.
Q Did you ever sign a retainer agreement yourself with Connolly & Gallagher?
A No.
Q Why not?
A I wasn't asked to.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

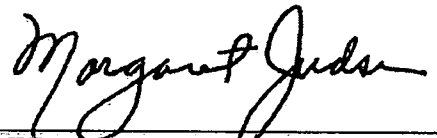
I, Margaret Judson, CSR 7767, RPR, a certified shorthand reporter in and for the county of Los Angeles, State of California, do hereby certify;

That WILLIAM CHARLES MORRIS, the witness named in the foregoing deposition, was, before the commencement of the deposition, duly administered an oath in accordance with CCP 2094;

That said deposition was taken down in stenograph writing by me and thereafter transcribed into typewriting under my direction.

I further certify that I am neither counsel for nor related to any party to said action, nor in anywise interested in the outcome thereof.

Dated this 26th day of January, 2017.



CERTIFIED SHORTHAND REPORTER
IN AND FOR THE COUNTY OF
LOS ANGELES
STATE OF CALIFORNIA

11/06/2017

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is Laurence L. Hummer, A Law Corporation, 12100 Wilshire Boulevard, Suite 600, Los Angeles, California 90025.

On November 2, 2017, I served true copies of the following document(s) entitled as: DECLARATION OF LAURENCE L. HUMMER IN SUPPORT OF MOTION FOR AWARD OF ATTORNEYS' FEES AS COSTS PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1033.5(a)(10)(A) AND CIVIL CODE SECTION 1717

on the interested parties in this action as follows:

Person(s) Served	Home Tel. No.	Cell No.	Party(ies) Represented
William C. Morris 17210 Eagle Star San Antonio, TX 78248 william@melitaholdings.com	210-764-2818	832-746-4618	*In pro per* -- Defendant and Cross-complainant William Charles Morris

____XX_____BY OVERNIGHT DELIVERY: I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) stated above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

____XX_____BY ELECTRONIC DELIVERY: I attached said document(s) to an email addressed to the email address noted above, pursuant to Code of Civil Procedure 1010.6(a)(2), the Agreement of the Parties, and California Rules of Court rule 2.521(b).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 2, 2017, at Los Angeles, California.

~~Rosslyn Hummer~~
Laurence L. Hummer

11/06/2017

EXHIBIT I

FILED
Superior Court of California
County of Los Angeles

DEC 19 2017

Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Veronica Solis

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT, STANLEY MOSK COURTHOUSE

EDWARD T. HUMPHREVILLE, an individual,

Plaintiff,

vs.

WILLIAM CHARLES MORRIS, an individual; DOES 1 to 10,

Defendants.

AND RELATED CROSS-ACTION

Case No.: BC596713

ASSIGNED TO THE HON. WILLIAM FAHEY

~~[PROPOSED]~~ ORDER AWARDING ATTORNEYS' FEES IN THE AMOUNT OF $251,560.03 TO PLAINTIFF AND CROSS-DEFENDANT EDWARD T. HUMPHREVILLE

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The Motion of Plaintiff and Cross-defendant Edward T. Humphreville for Award of Attorneys' Fees as Costs Pursuant to Code of Civil Procedure section 1033.5(a)(10)(A) and Civil Code section 1717 having been reviewed and considered by the Court, and found by the Court to be well-taken,

IT IS HEREBY ORDERED AS FOLLOWS:

Attorneys' fees in the amount of $251,560.03 are awarded as costs to Plaintiff and Cross-defendant Edward T. Humphreville.

DATED: December 19, 2017

Hon. Willliam Fahey
Judge of the Superior Court

Respectfully submitted by:

LAW OFFICES OF LAURENCE L. HUMMER
A LAW CORPORATION

By: _____
Rosslyn Hummer
Attorneys for Plaintiff and Cross-Defendant
EDWARD T. HUMPHREVILLE, an individual

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is Laurence L. Hummer, A Law Corporation, 12100 Wilshire Boulevard, Suite 600, Los Angeles, California 90025.

On December 14, 2017, I served true copies of the following document(s) entitled as:

[PROPOSED] ORDER AWARDING ATTORNEYS' FEES IN THE AMOUNT OF $251,560.03 TO PLAINTIFF AND CROSS-DEFENDANT EDWARD T. HUMPHREVILLE

on the interested parties in this action as follows:

Service List:

Person(s) Served	Home Tel. No.	Cell No.	Party(ies) Represented
William C. Morris 17210 Eagle Star San Antonio, TX 78248 william@melitaholdings.com	210-764-2818	832-746-4618	*In pro per* -- Defendant and Cross-complainant William Charles Morris

_____XX_____BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing at my business address, following ordinary business practices. I am readily familiar with the business' practice for collection and processing of correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it would be deposited with the United States Postal Service in a sealed envelope with postage fully prepaid.

____XX_____BY ELECTRONIC DELIVERY: I attached said document(s) to an email addressed to the email address noted above, pursuant to Code of Civil Procedure 1010.6(a)(2), the

12/21/2017

Agreement of the Parties, and California Rules of Court rule 2.521(b).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 14, 2017, at Los Angeles, California.

~~Rosslyn Hummer~~
Laurence L Hummer

EXHIBIT J

AMENDED AND RESTATED BYLAWS

OF

ALL AMERICAN OIL & GAS INCORPORATED

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office shall be located in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The corporation also may have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or as the business of the corporation may require.

ARTICLE II
MEETINGS OF THE STOCKHOLDERS

Section 1. Place of Meetings. All meetings of the stockholders for the election of directors or for any other proper purpose shall be held at such place either within or without the State of Delaware as the Board of Directors may from time to time designate, as stated in the notice of such meeting or a duly executed waiver of notice thereof.

Section 2. Annual Meeting. An annual meeting of the stockholders shall be held at such time and date as the Board of Directors may determine. At such meeting the stockholders entitled to vote thereat shall elect a Board of Directors, and may transact such other business as properly may be brought before the meeting. The Board may cancel or reschedule to an earlier or later date any previously scheduled annual meeting of the stockholders.

Section 3. Special Meeting. Special meetings of the stockholders may be called by the Chairman of the Board of Directors, the President, the Board of Directors or the holders of not less than thirty percent (30%) of all shares entitled to vote at the meeting. The person or persons calling a special meeting of the stockholders may cancel or reschedule to an earlier or later date any previously scheduled special meeting of the stockholders.

Section 4. Notice of Annual or Special Meeting. Written or printed notice stating the location, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, the President, the Secretary, or the officer or person calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom

the notice is given. When a meeting is recessed or adjourned to another place, date or time, notice need not be given of the recessed or adjourned meeting if the place, date and time thereof by which stockholders and proxy holders may be deemed to be present in person and vote at such recessed or adjourned meeting are announced at the meeting at which the recess or adjournment is taken; *provided, however*, that if the recess or adjournment is for more than 30 calendar days, or if after the recess or adjournment a new record date is fixed for the recessed or adjourned meeting, written notice of the place, date and time thereof by which stockholders and proxy holders may be deemed to be present in person and vote at such recessed or adjourned meeting must be given in conformity herewith.

Section 5. Business at Special Meeting. The business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice thereof.

Section 6. Quorum of Stockholders. Unless otherwise provided in the Certificate of Incorporation or applicable law, the holders of a majority of the shares entitled to vote, represented in person or by proxy, or present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, shall constitute a quorum at a meeting of the stockholders. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the presiding officer of the meeting shall have power to adjourn the meeting from time to time, in the manner provided by Section 13 of this Article II, until a quorum shall be present or represented. The stockholders present at a duly organized meeting may continue to transact business until adjournment, and the subsequent withdrawal of any stockholder or the refusal of any stockholder to vote shall not affect the presence of quorum at the meeting.

Section 7. Order of Business. The Chairman, or an officer of the Corporation designated from time to time by a majority of the Board of Directors, will call meetings of stockholders to order and will act as presiding officer thereof. Unless otherwise determined by the Board of Directors prior to the meeting, the presiding officer of any meeting of stockholders will also determine the order of business and have the authority in his or her sole discretion to determine the rules of procedure and regulate the conduct of the meeting, including without limitation by: (a) imposing restrictions on the persons (other than stockholders of the Corporation or their duly appointed proxy holders) that may attend the meeting; (b) ascertaining whether any stockholder or his or her proxy holder may be excluded from the meeting based upon any determination by the presiding officer, in his or her sole discretion, that any such person has disrupted or is likely to disrupt the proceedings thereat; (c) determining the circumstances in which any person may make a statement or ask questions at the meeting; (d) ruling on all procedural questions that may arise during or in connection with the meeting; (e) determining whether any nomination or business proposed to be brought before the meeting has been properly brought before the meeting; and (f) determining the time or times at which the polls for voting at the meeting will be opened and closed.

Section 8. Act of Stockholders' Meeting. Except with respect to the election of directors, the vote of the holders of a majority of the shares entitled to vote and represented in person or by proxy at a meeting at which a quorum is present shall be the act of the stockholders' meeting, unless the vote of a greater number is required by law or the Certificate of Incorporation. Unless otherwise provided in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors at a

meeting of stockholders at which a quorum is present and all elections of directors shall be by written ballot. Where a separate vote by a class or classes is required, a majority of the outstanding shares of such class or classes, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter and the affirmative vote of the majority of shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class.

Section 9. Voting of Shares. Each outstanding share shall be entitled to one vote on each matter submitted to a vote at a meeting of the stockholders, except to the extent that the voting rights of the shares of any class are limited or denied by the Certificate of Incorporation or by a resolution of the Board of Directors designating a series of preferred stock. At each election for directors, every stockholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has the right to vote. Unless permitted by the Certificate of Incorporation, no stockholder shall be entitled to cumulate his votes by giving one candidate as many votes as the number of such directors to be elected multiplied by the number of shares owned by such stockholder or by distributing such votes on the same principle among any number of such candidates.

Section 10. Proxies. At any meeting of the stockholders, each stockholder having the right to vote shall be entitled to vote either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after three (3) years from its date of execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable and the proxy is coupled with an interest or otherwise made irrevocable by law.

Section 11. Voting List. The officer or agent having charge of the stock ledger of the corporation shall make, at least ten (10) days before each meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and number of shares held by each, which list shall be maintained, for a period of ten (10) days prior to such meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held, and shall be subject to inspection by any stockholder at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting. The original stock ledger shall be the only evidence as to who are the stockholders entitled to examine such list or transfer books of the corporation or to vote at any such meeting of stockholders.

Section 12. Action by Written Consent Without a Meeting. Any action required or permitted by law, the Certificate of Incorporation, or these Bylaws to be taken at a meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of stock having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voting. Consent does not have to be unanimous. Every written consent must bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the action that is the subject

of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the corporation in the manner required by this Section 11, a consent or consents signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take the action that is the subject of the consent are delivered to the corporation by delivery to its registered office, its principal place of business, or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the corporation's principal place of business shall be addressed to the President or Chief Executive Officer of the corporation. Prompt notice of the taking of any action by stockholders without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who did not consent in writing to the action.

Section 13. Recesses and Adjournments. A meeting of stockholders may be recessed or adjourned from time to time by the presiding officer of the meeting. Upon any recessed or adjourned meeting being reconvened, any business may be transacted which properly could have been transacted in the absence of such recess or adjournment.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised and done by the stockholders.

Section 2. Number of Directors. The number of directors shall consist of at least one (1) or more members as determined from time to time in accordance with these Bylaws by resolution of the Board of Directors, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. In no event shall the number of directors be more than seven (7). The number of directors shall currently be five (5) unless and until the Board of Directors vote to increase the number of directors.

Section 3. Election and Term. The directors, other than the initial directors, shall be elected at the annual meeting of the stockholders except as provided in Section 4 of this Article, and each director of the corporation shall hold office until his successor is elected and qualified or until his death, resignation or removal. Unless required by the Certificate of Incorporation, directors need not be residents of the State of Delaware or stockholders of the corporation.

Section 4. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by a sole remaining director, or if no directors remain, by an election at an annual or special meeting of the stockholders called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the directors. A director elected to fill a newly created directorship shall hold office until his successor is elected and qualified or until his death, resignation or removal.

Notwithstanding the preceding provisions of this Section 4, whenever the holders of any class or series of shares are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, any vacancies in such directorships and any newly created directorships of such class or series to be filled by reason of an increase in the number of such directors may be filled by the affirmative vote of a majority of the directors elected by such class or series then in office or by a sole remaining director so elected.

Unless otherwise provided in the Certificate of Incorporation or these Bylaws, when one (1) or more directors shall resign from the Board of Directors effective at a future date, a majority of the directors then in office, including those who so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this Section 4 in the filling of other vacancies.

Section 5. Resignation and Removal. Any director may resign at any time upon giving written notice to the corporation. At any meeting of stockholders called expressly for the purpose of removing a director or directors, any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors.

Section 6. Compensation of Directors. As specifically prescribed from time to time by resolution of the Board of Directors, the directors of the corporation may be paid their expenses of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary in their capacity as directors. This provision shall not preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 7. Chairman of the Board. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall elect one of its members Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors and all meetings of stockholders and shall have such other powers and duties as usually pertain to such position or as may be delegated by the Board of Directors.

ARTICLE IV
MEETINGS OF THE BOARD

Section 1. First Meeting. The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of the stockholders and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held with or without notice at such time and at such place either within or without the State of Delaware as from time to time shall be prescribed by the Board of Directors.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or by a majority of the Board of Directors. Written

notice of special meetings of the Board of Directors shall be given to each director at least twenty-four (24) hours before the time of the meeting.

Section 4. Business at Regular or Special Meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum of Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business, unless a greater number is required by law or the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Act of Directors' Meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Certificate of Incorporation.

Section 7. Action by Unanimous Written Consent Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any executive committee under the provisions of any applicable law, the Certificate of Incorporation or these Bylaws may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors.

Section 8. Interested Directors. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which, one (1) or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contact or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes the contract or transaction.

ARTICLE V
COMMITTEES

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in such resolution or in the Certificate of Incorporation or in these Bylaws, shall have and may exercise all the authority of the Board of Directors, subject to the limitations imposed by applicable law. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate one or more of its members as alternate members of any committee, who may, subject to any limitations imposed by the Board of Directors, replace absent or disqualified members at any meeting of that committee. Vacancies in the membership of any such committee shall be filled by resolution adopted by the majority of the full Board of Directors at a regular or special meeting of the Board. The designation, of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law. All committees shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. To the extent applicable, the provisions of Article IV of these Bylaws governing the meetings of the Board of Directors shall likewise govern the meetings of any committee thereof. Any member of the executive committee or any other committee may be removed by the Board of Directors by the affirmative vote of a majority of the full Board, whenever in its judgment the best interests of the corporation will be served thereby.

ARTICLE VI
NOTICES

Section 1. Methods of Giving Notice. Whenever any notice is required to be given to any stockholder or director under the provisions of any law, the Certificate of Incorporation or these Bylaws, it shall be given in writing and delivered personally or mailed or e-mailed to such stockholder or director at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time the same shall be deposited in the United States mail with sufficient postage thereon prepaid or transmitted electronically to the e-mail address that has been specified by the recipient. Notice to directors may also be given by telegram, telex, telecopy or similar means of visual data transmission, and notice given by any of such means shall be deemed to be delivered when transmitted for delivery to the recipient;

Section 2. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director under the provisions of any law, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 3. Attendance as Waiver. Attendance of a stockholder or director at a meeting shall constitute a waiver of notice of such meeting, except where a stockholder or director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the

business to be transacted at, nor the purpose of a meeting need be specified in any written waiver unless required by the Certificate of Incorporation or these Bylaws.

ARTICLE VII
DIRECTORS' ACTION WITHOUT A MEETING BY USE OF CONFERENCE TELEPHONE

Subject to the provisions required or permitted for notice of meetings, unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors or members of any committee designated by such Board may participate in and hold a meeting of such Board or committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VIII
OFFICERS

Section 1. Executive Officers. The officers of the corporation shall consist of a President and a Secretary, and may also include one or more Vice Presidents, a Treasurer, and such other officers as are provided for in this Article VIII, each of whom shall be elected by the Board of Directors as provided in Section 2 of this Article. Any two (2) or more offices may be held by the same person.

Section 2. Election and Qualification. The Board of Directors, at its first meeting held immediately after each annual meeting of stockholders, shall choose a President and a Secretary. The Board of Directors also may elect one or more Vice Presidents, a Treasurer, and such other officers, including assistant officers and agents as may be deemed necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 3. Salaries. The compensation of all officers and agents of the corporation shall be determined by the Board of Directors.

Section 4. Term, Removal and Vacancies. Each officer of the corporation shall hold office until his successor is chosen and qualified or until his death, resignation, or removal. Any officer may resign at any time upon giving written notice to the corporation. Any officer or agent or member of the executive committee elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 5. Chief Executive Officer. Unless the Board of Directors designates otherwise, the President shall be the Chief Executive Officer of the corporation. The Chief Executive Officer shall preside at all meetings of the stockholders. The Chief Executive Officer

shall have such other powers and duties as usually pertain to such office or as may be delegated by the Board of Directors.

Section 6. President. The President shall be ex-officio a member of all standing committees and shall have general powers of oversight, supervision and management of the business and affairs of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other powers and duties as usually pertain to such office or as may be prescribed by the Board of Directors. He shall execute bonds, mortgages, instruments, contracts, agreements, and other documentation, except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 7. Vice Presidents. Unless otherwise determined by the Board of Directors, the Vice Presidents, in the order of their seniority as such seniority may from time to time be designated by the Board of Directors, shall perform the duties and exercise the powers of the President in the absence or disability of the President. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders, and shall record all the proceedings of the meetings of the stockholders and of the Board of Directors in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders' and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board of Directors, affix the same to any instrument requiring it. When so affixed, such seal shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

Section 9. Assistant Secretaries. Unless otherwise determined by the Board of Directors, the Assistant Secretaries, in the order of their seniority as such seniority may from time to time be designated by the Board of Directors, shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Treasurer. The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 11. Assistant Treasurer. Unless otherwise determined by the Board of Directors, the Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer. He shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Officers' Bond. If required by the Board of Directors, any officer so required shall give the corporation a bond (which shall be renewed as the Board may require) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of any and all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX
CERTIFICATES FOR SHARES

Section 1. Certificates Representing Shares. The corporation shall deliver certificates representing all shares to which stockholders are entitled. Such certificates shall be numbered and shall be entered in the books of the corporation as they are issued, and shall be signed by the Chairman of the Board of Directors, the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. Any or all signatures on the certificate may be a facsimile. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issuance. If the corporation is authorized to issue shares of more than one class, there shall be set forth upon the face or back of the certificate a statement that the corporation will furnish to any stockholder upon request and without charge, a full statement of all of the powers, designations, preferences, limitations and relative rights of the shares of each class authorized to be issued and the qualifications, limitations or restrictions of such preferences and/or rights and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series. Each certificate representing shares shall state upon the face thereof that the corporation is organized under the laws of the State of Delaware, the name of the person to whom issued, the number and the class and the designation of the series, if any, which such certificate represents and the par value of each share represented by such certificate or a statement that the shares are without par value. No certificate shall be issued for any share until the consideration therefor has been fully paid.

Section 2. Restriction on Transfer of Shares. If any restriction on the transfer, or registration of the transfer, of shares shall be imposed or agreed to by the corporation, as permitted by law, the Certificate of Incorporation, or these Bylaws, such restriction shall be noted conspicuously on each certificate representing shares in accordance with applicable law.

Section 3. Voting Agreements. A written counterpart of any voting agreement entered into among any number of stockholders of the corporation, or any number of stockholders of the corporation and the corporation itself, for the purpose of providing that shares of the corporation shall be voted in the manner prescribed in the agreement shall be deposited with the corporation at its registered office in Delaware and shall be subject to the inspection by any stockholder of the corporation or any beneficiary of the agreement daily during business hours. In addition, certificates of stock or uncertificated stock shall be issued to the person or persons, or corporation

or corporations authorized to act as trustee for purposes of vesting in such person or persons, corporation or corporations, the right to vote such shares, to represent any stock of an original issue so deposited with him or them, and any certificates of stock or uncertificated stock so transferred to the voting trustee or trustees shall be surrendered and cancelled and new certificates or uncertificated stock shall be issued therefore to the voting trustee or trustees. In the certificate so issued, if any, it shall be stated that it is issued pursuant to such agreement, and that fact shall also be stated in the stock ledger of the corporation.

Section 4. Transfer of Shares. Subject to the provisions of Section 7 of this Article IX, upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 5. Lost, Stolen or Destroyed Certificate. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with, respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 6. Closing of Transfer Books and Fixing Record Date. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution, or in order to make a determination of stockholders for any other proper purpose (other than determining stockholders entitled to consent to action taken by stockholders that is proposed to be taken without a meeting of stockholders), the Board of Directors may fix in advance a date as the record date for any such determination of stockholders, such date to not precede the date of adoption of the resolution fixing the record date, and such date to be not more than sixty (60) days, and, in case of a meeting of stockholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of stockholders is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend or other distribution, or for any other proper purpose, the close of business on the day next preceding the date on which notice of the meeting is mailed or if notice is waived, the close of business on the day next preceding the day on which the meeting is held or the date on which the resolution of the Board of Directors declaring such dividend or relating to such other proper purpose is adopted, as the case may be, shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this Section 6, such determination shall apply to any adjournment thereof; provided that the Board of Directors may fix a new record date for the adjourned meeting. Whenever action by stockholders is proposed to be taken by consent in writing without a meeting of stockholders, the Board of Directors may fix a record date for the purpose of determining stockholders entitled to consent to that action, which record date

shall not precede, and shall not be more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors and the prior action of the Board of Directors is not required by law, the record date for determining stockholders entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office, its principal place of business, or an officer or agent of the corporation having custody of the books in which proceedings of meeting of stockholders are recorded. Delivery to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date shall have been fixed by the Board of Directors and prior action of the Board of Directors is required by law, the record date for determining stockholders entitled to consent to action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts a resolution taking such prior action.

Section 7. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE X
GENERAL PROVISIONS

Section 1. Dividends. The Board of Directors from time to time may declare, and the corporation may pay, dividends on its outstanding shares in cash, property, or its own shares pursuant to law and subject to the provisions of the Certificate of Incorporation and these Bylaws.

Section 2. Reserves. The Board of Directors may by resolution create a reserve or reserves out of earned surplus for any proper purpose or purposes, and may abolish any such reserve in the same manner.

Section 3. Negotiable Instruments. All bills, notes, checks or instruments for the payment of money shall be signed by such officer or officers or such other person or persons as permitted by these Bylaws or in such manner as the Board of Directors from time to time may designate.

Section 4. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. Seal. The corporate seal shall have inscribed thereon the name of the corporation and may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 6. Books and Records. The corporation shall keep books and records of account and shall keep minutes of the proceedings of the stockholders, the Board of Directors, and each committee of the Board of Directors. The corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of the original issuance of shares issued by the corporation and a record of each transfer of those shares that have

been presented to the corporation for registration of transfer. Such records shall contain the names and addresses of all past and current stockholders of the corporation and the number and class of shares issued by the corporation held by each of them. Any books, records, minutes, and share transfer records may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 7. Reliance Upon Books, Reports and Records. Each director, member of any committee designated by the Board of Directors and officer of the corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the corporation and upon such information, opinions, reports or statements presented to the corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected within reasonable care by or on behalf of the corporation.

Section 8. Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time. All powers, duties and responsibilities provided for in these Bylaws, whether or not explicitly qualified, are qualified by the Certificate of Incorporation and applicable law.

Section 9. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

Section 10. Forum for Adjudication of Disputes. Unless the corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, or other employee of the corporation to the corporation or the corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the General Corporation Law of Delaware or the Certificate of Incorporation or these Bylaws (as either may be amended from time to time), (d) any action asserting a claim governed by the internal affairs doctrine, or (e) any action asserting a claim arising out of a contract between, on the one hand, the corporation, and on the other hand, a current or former officer, director, or stockholder of the corporation, shall be the Court of Chancery in the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware). If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (y) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Section 11. Use of Personal Pronouns. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine. transgender, and neuter forms.

ARTICLE XI
INDEMNIFICATION

Section 1. Mandatory Indemnification. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, the corporation shall indemnify any and all of its directors and officers, or former directors and officers, or any person who may have served at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise.

Section 2. Mandatory Advancement of Expenses. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, the corporation shall pay in advance all expenses (including attorneys' fees) incurred by any director or officer, or former director or officer, or any person who may have served at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in defending any civil, criminal, administrative or investigative action, suit or proceeding. Such person shall repay such amount to the corporation if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized by this Article XI.

ARTICLE XII
AMENDMENTS

These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board, subject to the stockholders' right to adopt, amend or repeal these Bylaws or adopt new Bylaws.

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that (i) he is the duly elected and qualified Secretary of ALL AMERICAN OIL & GAS INCORPORATED, a Delaware corporation (the "Corporation"), and (ii) the foregoing is a true and correct copy of the Amended and Restated Bylaws of the Corporation reviewed and adopted by the Board of Directors of the Corporation at a duly noticed telephonic meeting of the Board of Directors held on June 19, 2018.

/s/ David J. Katz

David J. Katz

EXHIBIT K

From: Christos T. Adamopoulos <cta@connollygallagher.com>
Sent: Tuesday, October 28, 2014 10:46 AM
To: Dave Katz
Subject: RE: Remaining balance

Many thanks.

From: Dave Katz [mailto:davekatz@aaoginc.com]
Sent: Tuesday, October 28, 2014 11:45 AM
To: Christos T. Adamopoulos
Subject: Re: Remaining balance

Great. Given your swift reply we may even be able to get the wire out today.

Sent from my iPhone

On Oct 28, 2014, at 11:44 AM, Christos T. Adamopoulos <cta@connollygallagher.com> wrote:

> David, thanks for your call. On review, the amount due to our firm is $9032.17.
>
> Our wiring instructions and a W-9 are attached.
>
> Chris

> **From:** Christos T. Adamopoulos
> **Sent:** Tuesday, October 28, 2014 11:02 AM
> **To:** Dave Katz (DaveKatz@aaoginc.com)
> **Subject:** Remaining balance
>
> David,
>
> I understand you reached out to Hank today and indicated that AAOG is prepared to pay the remaining amount due to our firm under the payment agreement. That amount is $10,865.50 (i.e., two payments of $5432.75).
>
> I understand that AAOG may be willing to pay off the entirety of the balance shortly. If that is the case, it is much appreciated.
>
> Please let me know if you need any further information.
>
> Regards,
>
> Chris

Christos T. Adamopoulos
Connolly Gallagher LLP
1000 West Street, Suite 1400
Wilmington, Delaware 19801
302-888-6206 (tel)
302-757-7277 (fax)
cta@connollygallagher.com

Christos T. Adamopoulos
Connolly Gallagher LLP
1000 West Street, Suite 1400
Wilmington, Delaware 19801
302-888-6206 (tel)
302-757-7277 (fax)
cta@connollygallagher.com

<CG Wire Instructions.docx>

<W-9.pdf>