

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

IN RE:

COMMUNITY HOME FINANCIAL
SERVICES, INC.,

CASE NO. 12-01703-EE

DEBTOR.

CHAPTER 11

TRUSTEE'S SECOND STATEMENT OF INVESTIGATION AND REPORT

Kristina M. Johnson, Chapter 11 Trustee ("Trustee") of the Estate of Community Home Financial Services, Inc. ("Debtor"), files her Second Statement of Investigation and Report ("Second Statement") pursuant to 11 U.S.C. § 1106 (4) – (5) in the above-referenced Chapter 11 proceeding. In support thereof, the Trustee states as follows:

1. Since the Trustee's First Statement of Investigation and Report ("First Statement") [Dkt. #918]¹ on December 17, 2014, the Trustee has recovered an additional \$408,146.70 in funds returned through Powers of Attorney the Trustee's counsel, Jones Walker LLP, caused to be apostilled by the Panamanian Consulate in New Orleans, Louisiana. and has collected another \$1,264,227.70 from the operation of the Debtor's business for January through March, 2015. This amount includes approximately \$209,000.00 in full payment of principal and accrued interest on certain loans as part of a settlement a state attorney general reached with the originator of certain loans subsequently assigned to the Debtor. This brings the total funds recovered by the Trustee since her appointment fourteen (14) months ago to approximately \$10,527,405.00, up from the initial balance available to her of approximately \$7,500.00.

¹ The Trustee incorporates by reference her First Statement.

2. Since the filing of the Trustee's First Statement, the Trustee has obtained certain information contained in the Affidavit of Mike James Meehan, a true and correct copy of which is attached hereto as Exhibit "AA" ("Meehan Affidavit").

3. Since the execution of the Meehan Affidavit, the Trustee has obtained possession, through the assistance of her Costa Rican counsel, of the internet telephone equipment used by the Debtor's rogue operation after the Trustee's appointment. The Trustee also has obtained possession of the Debtor's computers shipped to Costa Rica after the Trustee's appointment and the hard drive from the Debtor's computer used by Reshonda Rhodes in the rogue operation of the Debtor's business in Costa Rica from December 2013 through March 2014, as referenced in the Meehan Affidavit. Data that has been mined from that computer to date has revealed that the container referenced in the Meehan Affidavit containing these computers was shipped from Raymond, Mississippi after the Trustee's appointment on March 7, 2014 (a time when Mr. William Dickson was not in the United States and, therefore, indicates the assistance of others).

4. The Trustee has not yet determined what impact the information in the Meehan Affidavit will have on existing pleadings filed in this case, including the Disclosure Statement for the Chapter 11 Plan of Liquidation of the Estate of Community Home Financial Services Proposed by Trustee, Kristina M. Johnson Dated as of February 9, 2015 [Dkt. #964] and the Chapter 11 Plan of Liquidation of the Estate of Community Home Financial Services Proposed by Trustee, Kristina M. Johnson Dated as of February 9, 2015 [Dkt. #965], each filed on February 9, 2015. The Trustee, however, anticipates making those decisions promptly.

5. Since the filing of the Trustee's First Statement, First Superseding Indictments have been filed by the United States of America against both Colby Dickson, a former employee

of the Debtor and son of William David Dickson a/k/a Butch Dickson, and Butch Dickson, true and correct copies of which are attached hereto as composite Exhibit "BB."

WHEREFORE, the Trustee files her Second Statement in the above-referenced Chapter 11 proceeding.

DATED: March 28, 2015.

Respectfully submitted,
KRISTINA M. JOHNSON,
TRUSTEE OF THE ESTATE OF
COMMUNITY HOME
FINANCIAL SERVICES, INC.

By: s/ Kristina M. Johnson
KRISTINA M. JOHNSON

KRISTINA M. JOHNSON, CHAPTER 11
TRUSTEE OF THE ESTATE OF COMMUNITY
HOME FINANCIAL SERVICES, INC.
Jones Walker LLP
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Post Office Box 427
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kjohnson@joneswalker.com

CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2015, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the parties set forth in the Electronic Mail Notice List as of the date hereof, including the following:

Ronald H. McAlpin, Esq.
ronald.mcalpin@usdoj.gov

Luther M. Dove, Esq.
lukedove@dovechill.com

Jim F. Spencer, Jr., Esq.
jspencer@watkinseager.com

Stephanie M. Rippee, Esq.
srippee@watkinseager.com

Eileen N. Shaffer
enslaw@bellsouth.net

DATED: March 28, 2015.

s/Kristina M. Johnson _____

EXHIBIT “AA”

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

IN RE:

COMMUNITY HOME FINANCIAL
SERVICES, INC.,

CASE NO. 12-01703-EE

DEBTOR.

CHAPTER 11

AFFIDAVIT OF MIKE JAMES MEEHAN

1. My name is Mike James Meehan. I am an adult citizen of the United States but reside in San Jose, Costa Rica, where I have lived for several years. I make this Affidavit based upon my personal knowledge of the matters contained herein.

2. In early 2013, I was introduced through a third party (Tom Diehl) ("**Diehl**") to William David "Butch" Dickson ("**Dickson**"). I was advised by Diehl that Dickson might be able to loan money to me or my company (Meehan Investments, Sociedad Anonima) ("**Meehan Investments**") secured by certain beach properties in Westfalia, Costa Rica.

3. Dickson did, in fact, provide financing to Meehan Investments in the amount of US \$50,000 through a company he represented to me that he owned or controlled named Phalanfin, S.A. ("**Phalanfin**"). The closing of the loan was handled by RE&B Investment Trust Company, S.A. ("**RE&B**") through an individual named Jose Martinez ("**Martinez**"). At the closing, I executed a Loan and Trust Agreement, a true and correct copy of which is attached hereto as Exhibit "1." Exhibit "1" hereto describes the properties securing the loan, the terms of payment, and other terms of the loan. I paid a total of US \$14,999.94 on the loan before the events described below made it impossible for me to repay the balance of the loan.

4. I am also the President and sole owner of Advanced Communications S. A. ("**ADCOM**"), a call center enterprise located in San José and San Pedro, Costa Rica, which at the time I met Dickson was a full service, fully licensed, and fully permitted operating call center. The purpose of the loan from Phalanfin to Meehan Investments was to provide capital to expand the operations of ADCOM.

5. At or about the time Dickson arranged the Meehan Investments loan with Phalanfin, Dickson, Diehl and I discussed how we could do business together. Dickson claimed he had ownership of certain loans and was looking for a company in Costa Rica to handle collections on U.S. based loans that were delinquent. We continued to discuss how we could create a business arrangement whereby the ADCOM call center would be used to handle collections on all of the subject loans, whether in default or not. I do not recall when I learned the details about these loans, but at some point I learned that these loans had been associated with Community Home Financial Services, Inc. ("**CHFS**"). Dickson never advised me that



CHFS was in bankruptcy in the United States. To the contrary, he created the impression that CHFS was a very successful company.

6. We reached an oral agreement in November of 2013 whereby ADCOM would initiate a CHFS Mortgage Campaign¹ and provide the debt collection services for CHFS mortgage loans in exchange for 10% of whatever the ADCOM agents collected on the CHFS loans, plus bonuses. We also agreed that out of the first collections from the loans, the Meehan Investments loan would be satisfied in full. Thereafter, all collections would be directly deposited into a bank account in Dickson's name. Other terms of the agreement included the following:

(a) In addition to the call center, ADCOM operated a security/alarm call center campaign. Dickson agreed that I could operate that campaign out of the CHFS call center location in Costa Rica.

(b) Dickson agreed to provide me income to cover personal expenses and that he would cover the rent, electricity, and internet services for the call center in Costa Rica, as well as the labor on the ADCOM employees of the CHFS mortgage campaign in Costa Rica.

7. In December of 2013, Dickson told me he wanted me to move the ADCOM call center located in San Pedro to Sabana Sur, Costa Rica, so that he could have his own office and be closer to his apartment. The new Sabana Sur location would be within walking distance of Dickson's apartment. I agreed to move to the new location with the understanding that the lease of the Sabana Sur location would be in Dickson's name. Dickson paid for the moving expenses associated with the move of the ADCOM call center to Sabana Sur, the costs of which were approximately US \$6,000-\$8,000.

8. On December 9, 2013, Dickson executed a lease in his name for an office located in Sabana Sur named Oficentro Ejectivo la Sabana. The rent for this location was US \$2,500.00 per month for first year. The rent for the second year was US \$3000.00. Utilities, including electricity and internet services, were extra charges under the lease.

9. Once the lease was signed, I moved the call center to the new location in Sabana Sur, Costa Rica. Shortly thereafter, on December 14, 2013, the Costa Rica call center became operational for collections of CHFS mortgages. Dickson and I agreed to have a 3-month trial period to determine the success of the call center ability to collect the CHFS mortgages. The trial period began January 1, 2014, and extended through the end of March of 2014.

10. From the start, the CHFS mortgage campaign in Costa Rica was successful. The campaign serviced U.S.-based CHFS mortgage loans. ADCOM had six employees operating the campaign from the call center in Costa Rica. Additionally, Reshonda Rhodes ("*Rhodes*"), a CHFS employee from Mississippi, came to the call center in Costa Rica twice and assisted the call center and in the distribution of U.S. Tax Form 1098 to CHFS borrowers for mortgage interest paid during 2013. These forms were mailed to borrowers from Costa Rica. Rhodes also brought with her to the call center in Costa Rica her CHFS computer. Dickson received checks from the mortgage campaign sent to him from the United States to the office in Costa Rica via

¹ The term "campaign" in the call center industry refers to the job we are running.

FedEx. Dickson had possession of the checks until his arrest in March of 2014. He attempted to open new bank accounts in Costa Rica to deposit the mortgage campaign checks, but was unsuccessful in opening an account for the purpose of depositing checks made payable to CHFS.

11. Since the checks could not be deposited in Costa Rica, Dickson made a decision to deposit the checks in bank accounts in Panama. He discussed with me that he would go to Panama to deposit or cash the checks he received from the mortgage campaign. Because Dickson had not complied with the original terms we agreed to, he assured me that he would pay the agreed 10 % commission.

12. Dickson left for Panama at some point in March, 2014 to cash or deposit the checks.

13. I later learned that while Dickson was in Panama to make the transaction described above, he was arrested and returned to the United States. Additionally, Dickson had previously arranged to have a container shipped from Jackson, Mississippi, to Costa Rica. The container arrived in Costa Rica right after Dickson was arrested in March of 2014. Dickson's assistant, Xinia Marian Avila Esquivel ("Nina"), had the container delivered to the call center office. Contents of the container were around 50 boxes of CHFS paper work, old CHFS computers, and old work stations etc. In early April, 2014, I was told by my manager Rick Felton, that he received a call to stop collecting on CHFS accounts, to close down the CHFS mortgage campaign immediately, and to take the main computer (Rhodes' computer from CHFS) containing critical information and destroy it. However, not knowing who to contact for clarification, I kept Rhodes' computer, the CHFS computers shipped from the U. S. and the ADCOM computers used in the call center on CHFS loans and did not destroy them or the information on it. Nina took all the paper work to a storage unit. Nina also cleaned out Dickson's office, including any FedEx packages containing checks. The work stations were thrown away. I have retained possession of all CHFS computers (including Rhodes' computer), which I have agreed to return to the CHFS bankruptcy estate in care of the Chapter 11 Trustee, Kristina M. Johnson. Additionally, ADCOM owns 7 computers that were used as part of the CHFS mortgage loan campaign in Costa Rica that contain CHFS data.

14. As a result of Dickson's arrest, I was placed in a very bad financial situation since I did not receive the agreed upon commission due me from Dickson on the mortgage campaign and, most important, Dickson would not be covering the overhead as well as the employees that serviced the CHFS mortgage campaign in Costa Rica.

15. As a result, I was forced to use funds from other campaigns to fund the call center at this point. Although the lease was in Dickson's name, I had to cover the lease payment, all call center expenses, and employee salaries in order to try to salvage the business.

16. I believed that ADCOM was entitled to more than sufficient funds to satisfy the Meehan Investments obligation under the agreement with Dickson. I tried to get the beach properties released so that I could obtain another loan to keep the call center up and operating. I contacted Nina, Dickson's assistant, who advised me that Dickson would be released in June of 2014, to straighten everything out with the funds due me as well as the beach properties being

released. She later told me that Dickson's release was postponed in June and was rescheduled for November 2014.

17. By this time, my cash flow was at a level of serious concern. Nina and I discussed in more detail the release of the beach front properties. I understood that Nina had full power of attorney to execute it, yet she claimed she had to discuss it with Dickson. As of the date of this Affidavit, the beach front properties have not been released.

18. I was able to cover the call center's expenses until October of 2014. At that time, the call center was forced to close, ADCOM was evicted from the premises, and ADCOM lost its contracts on other campaigns, causing a serious financial loss to me.

19. ADCOM became tainted by its association with Dickson. I began looking for additional sources of revenue to rehabilitate my businesses, to find the appropriate person or entity to dispose of the CHFS property I had, to seek recourse for the unpaid commissions, and to seek recourse for other amounts Dickson owed but had failed to pay.

20. In September of 2014, I was browsing the Internet looking for information about Dickson and I came across a new case that said "Edwards vs. Dickson" with a phone number to call. I called the number and I ended up talking to Charles Edwards ("*Edwards*") at his home around September 11, 2014.

21. I began by introducing myself to Edwards, telling him I came across his case on the Internet, and advised him that I was the owner of the call center in Costa Rica where Dickson was doing his collections on loans for CHFS beginning in December of 2013.

22. Edwards told me that Dickson had formerly been his partner and that Dickson had stolen money from CHFS and fled to Costa Rica. Edwards explained to me that he had a court order signed by a judge to seize all of Dickson's assets to recover his (Edwards') money.

23. Edwards told me he wanted my assistance in gathering all possible information on the CHFS accounts, along with all of Dickson's other assets in Costa Rica. Edwards told me he felt Dickson had used his (Edwards') money to purchase properties and make loans in Costa Rica.

24. I explained to Edwards that Dickson's actions and arrest had caused major financial problems for my call center business, which had rented additional high cost office space on the promise that Dickson would cover this cost. Edwards offered to loan me money to relocate to more affordable premises in exchange for my help in locating Dickson's assets in Costa Rica. Edwards also said that he would set it up for me to do the collections for the loans Dickson made in Costa Rica.

25. In reliance on Edwards' representations, in the last six months I provided Charles Edwards at his request with information on approximately 6,000 U.S.-based CHFS loans, information on the CHFS loans serviced by ADCOM since December of 2013, a large quantity of information from the hard drives that were on CHFS's computers, information on approximately four million dollars' worth of loans Dickson purportedly owned in Costa Rica, and information on a condominium Dickson purchased in Los Sueños, Costa Rica. These

discussions and the information I provided to Edwards are evidenced by, among other things, the following:

(a) In a series of e-mails dated September 12, 2014, true and correct copies of which are attached hereto as collective Exhibit "A," the following items were addressed:

- In an e-mail from Edwards, he provided me with a copy of a federal court order that he claimed granted judgment against Dickson under a guaranty;
- In an e-mail from Edwards, he advised me that he was trying to arrange a trip to San Jose to meet me, to "review the CHFS computers," and to meet with Dickson's former attorney;
- In an e-mail from Edwards, he advised me he had spoken to my landlord and that he had advised the landlord that Edwards and I "were working together on a new loan collection business." While not reflected in the wording of this e-mail, based on our conversations this proposed loan collection business involved the ADCOM call center servicing the approximately \$4 million in loans Dickson had made or purchased in Costa Rica that Edwards earlier represented to me as having been "stolen" from CHFS bank accounts.

(b) In a series of e-mail exchanges between Edwards and me dated September 25, 2014, true and correct copies of which are attached hereto as collective Exhibit "B," Edwards inquired whether my IT person had been successful in retrieving information he and I had been discussing from the CHFS computers. When I responded that some information had become available, Edwards asked me to print, scan and e-mail to him a couple of statements from the computers, in exchange for which he would send me a check for a few hundred dollars. Edwards asked me to track down Rick Felton who ran the CHFS campaign in Costa Rica so he could talk to him.

(c) As reflected in e-mails dated September 26, 2014, true and correct copies of which are attached hereto as collective Exhibit "C," I forwarded to Edwards a spreadsheet listing over 6000 CHFS loans obtained from the CHFS computers² and notified him I would be sending to him the next day via DHL discs with information obtained from the CHFS computers dating back to 2009 "till the last deal done here" in Costa Rica (by which I meant through the date that the CHFS mortgage loan campaign ceased in March of 2014). However, I was unable to ship the discs to him until September 29, 2014, as evidenced by a DHL shipping receipt, a true and correct copy of which is attached hereto as Exhibit "D." I shipped the discs to the address Edwards had previously provided to me. I have a duplicate set of these discs in my possession and control but have agreed to turn it over to Kristina Johnson, Chapter 11 Trustee for CHFS.

(d) In e-mail exchanges between Edwards and me dated October 2 and 3, 2014, true and correct copies of which are attached hereto as collective Exhibit "E," we discussed difficulties I encountered in obtaining from Edwards payment by wire transfer for the information I had provided to him.

² In order to protect the privacy of borrower information, I have not attached the spreadsheet to this Affidavit but have supplied it to the CHFS bankruptcy Trustee.

(e) Edwards and I had subsequent discussions about the information on the CHFS computers. In an e-mail dated October 6, 2014, a true and correct copy of which is attached hereto as Exhibit "F," I advised Edwards, "The I.T. guy will come in and go through and open all the files I would like to have you talk with him when you have a few min. Let [sic] em know when I can call you." The files I referred to in that e-mail were the files located on the Rhodes CHFS computer which I had copied from the hard drive of that computer at Edwards' request.

(f) In a series of e-mails on October 7 and 8, 2014, true and correct copies of which are attached hereto as collective Exhibit "G," Edwards and I had further discussions on methods for resolving the wire transfer issues. Additionally, Edwards asked me to, "forward via e-mail or CDs any of the reports he [the IT person I had retained] is able to open (OR) send me instructions as to how to open them from here if that is possible." This comment related to the discussions we had about accessing the CHFS information. The lawyer referenced in these emails is Jose Martinez. The reference to: "the IT guy will be in the office at 5pm to open files I have the one you gave me" was to open the CHFS files I gave to Edwards.

(g) In an e-mail to me dated October 11, 2014, a true and correct copy of which is attached hereto as Exhibit "H," Edwards asked me the following questions: "Did you receive the first wire? Was your IT guy able to open the loan files? What is the next step toward acquiring the information?" I responded that my IT consultant should have news the following Monday and that there was "lots of stuff to go through. If file [sic] are not the ones we want I have an idea. Let's see what he gets." This, again, related to opening information on Rhodes' CHFS computer. The reference to "the loans we want" was to CHFS loans, Costa Rican loans, any information we could find on bank accounts on that computer.

(h) In an e-mail from me to Edwards dated October 14, 2014, a true and correct copy of which is attached hereto as Exhibit "I," I asked him for certain information my IT consultant needed to attempt to mine additional data Edwards had requested from the CHFS computers regarding "payment files." I also expressed that my consultant had no idea about other files Edwards had referenced. In another e-mail that same day, a true and correct copy of which is attached hereto as Exhibit "J," I transmitted to Edwards a link to a Dropbox account containing CHFS data my IT consultant had pulled from the Rhodes' CHFS computer.

(i) In an e-mail from Edwards to me dated October 15, 2014, a true and correct copy of which is attached hereto as Exhibit "K," he acknowledged having opened the two discs of CHFS data I had provided to him. He stated that the discs did not contain all of the loan servicing data he was looking for, and he instructed me on how to utilize Dickson's prior employees to obtain access to CHFS information from a CHFS cloud or off-site server. He also inquired whether I had received the first wire transfer payment and agreed to send a second wire transfer payment since he found at least some of the information I had provided from the CHFS computers to be useful.

(j) In e-mail exchanges between Edwards and me dated October 17, 2014, true and correct copies of which are attached hereto as collective Exhibit "L," we further discussed issues with the CHFS data and Edwards advised me I would receive the second wire transfer payment that afternoon. The reference to moving forward "on what we talked about" was my move to a new location that would be 1/3 of the cost and that Edwards told me he would give me a loan to

get the business going. The wire only covered the cost of the IT professional and none of these funds were paid to me personally.

(k) In e-mail exchanges between Edwards and me between November 12 and 19, 2014, true and correct copies of which are attached hereto as collective Exhibit "M," we began discussing plans for Edwards to come to Costa Rica in December of 2014 and a telephone interview of attorneys Martinez and Romero.

(l) In an e-mail to me dated November 28, 2014, a true and correct copy of which is attached hereto as Exhibit "N," Edwards asked me the following questions: "Can you get a list of the mortgages and other investments that attorney Jose Martinez prepared for Dickson? Is he still willing to help us reclaim stolen funds or is he backing off? If he is still on our side I would like to set up a meeting with him between December 6 evening to Dec 8 AM."

(m) In e-mail exchanges with me dated November 28, 2014, true and correct copies of which are attached hereto as collective Exhibit "O," Edwards asked for me to arrange a meeting between him and Dickson's former attorney, among other reasons, to "enlist his help in reclaiming stolen assets" that Edwards represented to me had been stolen from Edwards and to arrange a meeting with "Chad," an appraiser Dickson had used in Costa Rica. I agreed to make those arrangements. Additional logistics for these meetings were discussed in a series of e-mails from December 5-9, 2014, true and correct copies of which are attached hereto as collective Exhibit "P," an in one of which Edwards said of Martinez, "I gather he is not ready to 'switch sides.' Is he still willing to help us track down Dickson loans, properties and other assets?"

(n) In an e-mail to me dated December 10, 2014, a true and correct copy of which is attached hereto as Exhibit "Q," Edwards advised me he had wired \$1,000 to my account. In exchange for those funds, I was (among other things unrelated to CHFS), to "ASAP" "Download to CD information in hard drive of one container computer and one call center computers." This related to CHFS data and records of loans serviced by CHFS. I replied to Edwards by e-mail dated December 17, 2014, a true and correct copy of which is included as part of Exhibit "Q," advising him that I had arranged for an IT consultant to arrive the next day to download the two hard drives. I also notified Edwards that I had learned there was a freeze on Dickson's loans and bank account. In an e-mail from Edwards dated December 27, 2014, a true and correct copy of which is included as part of Exhibit "Q," Edwards stated, "I have not received the downloads from the two computers we found in your office. Do you have them?" Edwards was referencing two CHFS computers he and I reviewed when he was in my office in Costa Rica earlier in the month of December.

(o) In several e-mail exchanges between February 6 and February 9, 2015, true and correct copies of which are attached hereto as collective Exhibit "R", between Edwards, me and my attorney (Daniel Romero), Edwards asked the basis for which Martinez and Nina had asserted that Dickson's bank accounts were "frozen." Subsequent discussions in those e-mails reflected information received by my attorney and communicated to Edwards that there was an on-going investigation by authorities in Costa Rica of Dickson. My attorney also notified Edwards of a Dickson company in Panama by the name of "Pirrana, SA." In one of those e-mails, Edwards inquired whether any seized assets would be "paid over to the victims (my

companies), the FBI or to whom?" Included in Exhibit "R" is an e-mail I received from Martinez addressing issues associated with the Loan and Trust Agreement.

(p) I notified Edwards by e-mail dated February 10, 2015, a true and correct copy of which is attached hereto as Exhibit "S," that "On another note I guess Jose and Frank the 2 lawyers that told me the Dickson stuff was froze up is true I guess you [sic] you need to give a lawyer a power of att. to get more info."

(q) Attached hereto as collective Exhibit "T" are true and correct copies of miscellaneous e-mail exchanges between Edwards and me.

26. I received a total of US \$1,000.00 via wire transfer from Edwards in exchange for the information I provided to him from the CHFS computers.

27. From September 11, 2014, Edwards often asked me to go to the condominium Dickson owned in Los Sueños, Costa Rica, to seize and deliver to him any CHFS documents or other information located therein. I went by the condominium to see if it had been abandoned but Nina was there when I went so I did not go in.

28. Edwards told me not to make payments on my loan through Dickson on the beach lots with R&B since he was going to end up getting all of Dickson's assets.

29. During the last several months, Edwards and I worked on some potential business deals but none have as yet come to fruition. Because I became concerned about the CHFS matters and the Costa Rica investigation into Dickson, I searched more carefully as to the status of CHFS. At no time had Edwards advised me that a trustee had been appointed for CHFS or that the information he asked me to retrieve was part of the CHFS bankruptcy estate. I came across information to the effect that a trustee had been appointed in the CHFS bankruptcy case. I contacted the bankruptcy trustee, Kristina M. Johnson, on February 17, 2015, and have agreed to provide this Affidavit to her voluntarily.

FURTHER, Affiant sayeth not, this the 18 day of March, 2015.


MIKE JAMES MEEHAN

I Notary Public, Gianna Cersosimo D'Agostino with offices in San José, Barrio Tournón, Facio & Cañas Building, hereby authenticate the above signature; and attest that it was set and printed in my physical presence, with his handwriting, by Mike James Meehan with Costa Rican residency card number 184000427323. San José, Costa Rica, March 18, 2015.


NOTARY PUBLIC



LOAN AND TRUST AGREEMENT

This **LOAN AND TRUST AGREEMENT**, is entered into on this 14th day of February, 2013, by and between:

A.- **MICHAEL JAMES (names) MEEHAN (surname)**, with only one last name due to his American citizenship, of legal age, single, CEO, resident of San Jose, 30 meters north of Hotel Europa, Galllear AA apartment number 23, bearer of the passport from his country number 304795743, acting as **PRESIDENT** with **FULL AND UNIVERSAL POWER OF ATTORNEY**, without limitation of sum of the corporation **MEEHAN INVESTMENTS, SOCIEDAD ANONIMA**, corporate identification number 3 – 101 – 425797, with social domicile in the province of Heredia, Belen, La Ribera, Ciudad Cariari, Bosque de Doña Rosa, House number L65, hereinafter referred to as **"MEEHAN INVESTMENTS S.A."** , **"THE DEBTOR"**, **"THE TRUSTOR"** or **"OWNER BENEFICIARY"** indistinctly;

B.- **WILLIAM DAVID (names) DICKSON (surname)**, with only one last name due to his American citizenship, of legal age, single, CEO, resident of the United States of America, bearer of the passport from his country number 492438970, acting as **PRESIDENT** with **FULL AND UNIVERSAL POWER OF ATTORNEY**, without limitation of sum of the corporation **PHALANFIN, SOCIEDAD ANONIMA**, corporate identification number 3 – 101 – 666141, with social domicile in the province of San Jose, Carmen, 50 meters north of the Justice Courts, number 230, hereinafter referred to as **"PHALANFIN S.A."**, **"THE CREDITOR"** or **"THE MAIN BENEFICIARY"**;

C.- **ADRIAN ECHEVERRÍA ESCALANTE**, of legal age, single, Attorney at Law, with domicile in Escazu, bearer of identification card number 1 – 1046 – 431, acting as **SECRETARY** with **FULL AND UNIVERSAL POWER OF ATTORNEY**, without limitation of sum of the corporation **RE&B INVESTMENT TRUST COMPANY, SOCIEDAD ANONIMA**, corporate identification number 3 – 101 – 446846, with social domicile at San José, Escazu, Plaza Roble Corporate Center, El Patlo Building, office FF 1 - 3, hereinafter referred to as **"THE FIDUCIARY"**, a company whose social term is valid up to this date and is authorized to act as a fiduciary both by its articles of association, as well as by the SUGEF;

and they **STATE**:

CHAPTER ONE: OF THE LOAN CONTRACT: CONSIDERING: That the one who appears **MEEHAN**, on behalf of the corporation he represents, constitutes **MEEHAN INVESTMENTS S.A.** as **DEBTOR**, who responds in favor of **THE CREDITOR**, for the amount of **FIFTY THOUSAND DOLLARS**, legal currency of the United States of America (US\$ 50,000.00), that they will receive from **THE CREDITOR** as a direct loan, to their complete satisfaction, by international wire transfer using the escrow account provided by **RE&B**

- Page 1 of 23 -
- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____





Investment Trust Company S.A. Therefore, the parties have agreed to sign the present **LOAN AND TRUST AGREEMENT**, which will be governed by the laws, commercial uses and customs in force in the Republic of Costa Rica, and specifically by the following clauses:

FIRST: DEFINITIONS: A) "**CURRENT INTERESTS**": the interests or benefit received by **THE CREDITOR** from the **DEBTOR** for the loan; B-) "**DELAYED-PAYMENT INTERESTS**": the interest rate mutually agreed on for the delay in payment of the debt on the dates indicated in this contract; C-) **DOLLARS**: legal currency of the United States of America; D-) **LOAN**: the direct loan that **THE CREDITOR** grants the **DEBTOR**, which is regulated and described in the present chapter; E-) **THE CREDITOR: PHALANFIN S.A.**; F-) **DEBTOR: MEEHAN INVESTMENTS S.A.**;

SECOND: AMOUNT OF THE LOAN: FIFTY THOUSAND DOLLARS, legal currency of the United States of America (US\$ 50,000.00). The origin and destination of the loan is a decision that corresponds to the **DEBTOR**, in which **THE CREDITOR** has not had any participation, decision, or recommendation.

THIRD: OF THE TERM: The present loan will have a **TWENTY FOUR-MONTH** term, computed as of the signing of the present document; however, anticipated expirations are agreed on in the event of non-compliances of **THE DEBTOR**.

FOURTH: OF THE FORM OF PAYMENT: During the **TWENTY FOUR-MONTH** term **THE DEBTOR** will pay interests only of the loan to **THE CREDITOR**, in monthly installments. The **PRINCIPAL** amount of the loan, which is the sum of **FIFTY THOUSAND DOLLARS**, legal currency of the United States of America (US\$ 50,000.00), is to be paid by **THE DEBTOR** in a sole installment once the term of the present **LOAN AND TRUST AGREEMENT** expires, meaning the **14th day of February, 2015**.

FIFTH: OF THE PLACE OF PAYMENT: **THE DEBTOR** promises to pay the both the interests, as well as the principal to which it is compelled by virtue of this contract, through wire transfer deposits at the Scotiabank Costa Rica bank account 315263401, under the name **RE&B INVESTMENT TRUST COMPANY, SOCIEDAD ANÓNIMA**. Such bank wire instructions are duly described in the attached document (EXHIBIT "A").

SIXTH: OF THE INTERESTS: A-) **REGULAR MONTHLY INTERESTS:** As of today **THE DEBTOR** will acknowledge current interests over the loan's capital estimated at twenty percent (20%) per year, which will be cancelled in advance every first day of the month. Therefore, the total payment for current interests will consist of **TWENTY THOUSAND DOLLARS**, legal currency of the United States of America (US\$ 20,000.00), which are to be paid in monthly installments of **EIGHT HUNDRED AND THIRTY THREE DOLLARS with thirty three cents** each, legal currency of the United States of America (US\$ 833.33). B-) **DELAYED-PAYMENT INTERESTS:** In the event of a delayed payment, **THE DEBTOR** will acknowledge delayed-payment interests estimated at thirty per cent (30%) per year, which will be estimated on a day-by-day basis.

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SEVENTH: OF ADVANCED PAYMENTS AND OF THE ALLOCATION OF PAYMENTS FOR THE EFFECT OF GUARANTEES: Any payment made will be allocated in accordance with this order of priority: delayed-payment interests, current interests and capital. Payment of the loan must be done through a transfer to the bank account previously mentioned. The parties agree that partial payments are forbidden. In addition, in the event of full payment of the loan during the first TWELVE MONTHS of the term, and as penalty for prompt payment, the DEBTOR must pay the balance for the remaining monthly payments correspondent to current interest for the remaining months of said TWELVE MONTHS. On the contrary, there will be no pre-payment penalty if DEBTOR pays the loan in full during month thirteen to month twenty four of the term.

EIGHTH: OF THE GUARANTEE: THE DEBTOR holds fee simple title of six (6) properties (hereinafter jointly referred to as "THE PROPERTIES"), that are to be transferred into fiduciary ownership as guarantee for the present loan. Such PROPERTIES held as collateral are to be described as follows:

- PROPERTY ONE: registered with the Costa Rican Public Registry, Province of Limón, County of Limón, District of Limón, number 7-42146-000: duly described in the attached photocopies of property certificate and plot map (EXHIBIT "B");
- PROPERTY TWO: registered with the Costa Rican Public Registry, Province of Limón, County of Limón, District of Limón, number 7-42147-000: duly described in the attached photocopies of property certificate and plot map (EXHIBIT "C");
- PROPERTY THREE: registered with the Costa Rican Public Registry, Province of Limón, County of Limón, District of Limón, number 7-42148-000: duly described in the attached photocopies of property certificate and plot map (EXHIBIT "D");
- PROPERTY FOUR: registered with the Costa Rican Public Registry, Province of Limón, County of Limón, District of Limón, number 7-42149-000: duly described in the attached photocopies of property certificate and plot map (EXHIBIT "E");
- PROPERTY FIVE: registered with the Costa Rican Public Registry, Province of Limón, County of Limón, District of Limón, number 7-42150-000: duly described in the attached photocopies of property certificate and plot map (EXHIBIT "F");
- PROPERTY SIX: registered with the Costa Rican Public Registry, Province of Limón, County of Limón, District of Limón, number 7-42151-000: duly described in the attached photocopies of property certificate and plot map (EXHIBIT "G");

NINTH: STATEMENTS OF THE DEBTOR: MEEHAN INVESTMENTS, S.A. guarantees to THE CREDITOR and states under oath: A-) That THE PROPERTIES have not been involved in any legal or contractual infraction and that there are no trials or claims pending or probable against THE PROPERTIES of any kind; B-) That THE PROPERTIES are up to date in payment of all their taxes, and that there is no existing



or probable claim, revision, or responsibility for taxes; C-) That they have not been submitted to any process of Administration and Reorganization by Receivership, of Insolvency or Debt Reorganization Plan, or bankruptcy, nor are they planning to submit themselves to those processes; D-) That they are not aware of any circumstance that may negatively affect their capacity to comply in an adequate and timely manner with each and every one of the obligations that may arise from the present contract. The failure to comply with any of these obligations will result in the early termination of the present loan. It is spread upon the record that these statements of THE DEBTOR have been a necessary condition for THE CREDITOR to granting the present loan.

TENTH: GENERAL STIPULATIONS, AUTHORIZATIONS, AND WAIVERS: While the loan is pending payment: A-) THE DEBTOR shall comply with all the terms, conditions, and stipulations regarding the loan granted by THE CREDITOR; B-) THE DEBTOR guarantees the veracity of the content of all the documents and other reports presented to THE CREDITOR; C-) THE DEBTOR shall cover all the formalization and administration expenses of the present loan and its payments; D-) THE DEBTOR, before trying any action or procedure against THE CREDITOR based on the present contract, will communicate said circumstance in writing to all email addresses listed in this agreement, prior to presenting the corresponding action or procedure before the corresponding public or private office; E-) THE DEBTOR in this act waives the right to allocate payments in regards to the present loan. Therefore, payments made by the DEBTOR under the protection of this loan will be allocated by the CREDITOR, even during a possible execution process of the trust hereby created, according to the allocation of payments found in clause seven of the present contract; F-) THE DEBTOR expressly and irrevocably waives in favor of the CREDITOR, any priority benefit in a possible judicial or extrajudicial process; G-); THE DEBTOR waives its domicile and the payment requirements; H-) THE DEBTOR must comply with the stipulations of Article five hundred and twelve of the Code of Commerce.

ELEVENTH: REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR: THE DEBTOR, with full knowledge of the penalties established by Costa Rican law for both the crimes of false testimony, perjury and fraud, declares under oath, that up to this date: (i) That THE PROPERTIES are free from any development, use or occupancy restrictions except those imposed by applicable Laws, and from all special taxes or assessments, excepts those generally applicable to other properties in the tax districts in which THE PROPERTIES are located. No options have been granted to others to purchase, lease or otherwise acquire any interests in THE PROPERTIES or any part thereof, and that MEEHAN INVESTMENTS S.A. has the exclusive right of possession of each tract or parcel, comprising THE PROPERTIES are. (ii) That the present use, occupancy and operation of THE PROPERTIES, and all aspects of any improvements to THE PROPERTIES are in compliance with all and not in violation of any, applicable laws and with all private restrictive covenants of record, and that the THE DEBTOR has no

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knowledge of any proposed change therein that would affect any of THE PROPERTIES or its use, occupancy or operation. There exists no conflict or dispute with any Government or other person relating to THE PROPERTIES or its use, occupancy or operation. There exists no conflict or dispute with any Government or other person relating to THE PROPERTIES or the activities thereon. (iii) That there is no work contract to be performed upon or made to THE PROPERTIES for which there remains outstanding any payment obligation that would or might serve as the basis for any lien in favor of any person. (iv) Any and all requisite certificates of occupancy and other governmental permits and approvals required with respect to any improvements of THE PROPERTIES and its use, occupancy and operation thereof have been obtained and paid for and are currently in effect and free of restrictions. (v) That there are no encroachments nor any expropriation, threat procedures, affecting THE PROPERTIES. That THE DEBTOR is not aware that the Government has brought any expropriation proceedings, either total or partial, which may affect THE PROPERTIES, and that THE DEBTOR is not aware of and they are not anticipating any procedures to this respect. (vi) That THE PROPERTIES are currently up to date with payments of land, road taxes, and as well as with any other type of taxes, duties or charges that may affect THE PROPERTIES. (vii) That THE DEBTOR has total and unrestricted right of ownership, possession, and use of THE PROPERTIES. (viii) That there are no third parties currently in dispute over the right of ownership, possession, use, enjoyment and full tenure of THE PROPERTIES, that there are no squatters or occupants of any other nature in THE PROPERTIES and that THE PROPERTIES are currently free of liens, encumbrances, fees, impositions, claims, obligations, liabilities, conditions precedent or subsequent, leases rights of third parties of any nature whatsoever. Any circumstance resulting from false statements, omitted information or misrepresentations in the statements aforementioned and duly guaranteed by THE DEBTOR, will result in the early termination of the present loan. It is spread upon the record that these statements of THE DEBTOR have been a necessary condition for THE CREDITOR to granting the present loan.

TWELVETH: CAUSES FOR AN EARLY EXPIRATION: Due to lack of payment on time and manner of one or more installments of interests; due to lack of payment of the amounts owed for taxes, expense fees, or penalties according to that established in this contract; due to the fact that the information and statements given by THE DEBTOR to THE CREDITOR and that led to the granting of the present contract are false or distorted; due to the deterioration of the financial situation of THE DEBTOR; or, due to the failure to comply with any of the obligations of any nature assigned to THE DEBTOR and stipulated in the present contract or derived from the law or new stipulations, will give THE CREDITOR the right to consider the totality of the debt expired and demandable without the need to comply with any procedure. If THE DEBTOR requests or approves the appointment of a receiver, auditor, guardian or liquidator of THE DEBTOR, or their assets; or if THE DEBTOR makes a general assignment in benefit of

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their creditors; or if **THE DEBTOR** incurs in a suspension of payments or declare themselves in bankruptcy or insolvent, or if **THE DEBTOR** proposes an agreement to their creditors; or if **THE DEBTOR** presents a voluntary request or a bankruptcy request, a preventive agreement or an agreement of receivership is presented against **THE DEBTOR**, or if **DEBTOR** fails to comply with the stipulations of Article five hundred and twelve of the Code of Commerce, as well as failure to comply with any of the other pecuniary or other obligations corresponding to the **DEBTOR** and stipulated in the present document, or if the **DEBTOR** reduces the guarantees established in the contract or it has not given the one they are compelled to grant by agreement or by law, or if **THE DEBTOR** stops making payments to the debt; or when **THE DEBTOR** wants to leave the country without leaving enough known collateral to respond for payment of their obligations, **THE CREDITOR** will be entitled to consider the complete debt as expired and demandable in an anticipated manner.

THIRTEENTH: OF THE CURRENCY OF PAYMENT AND COMPLETE PAYMENT: The **DEBTOR** states that he acknowledges and accepts that the funds granted by the creditor for the present loan were outlaid in United States dollars, and that he shall pay the capital and interests in that same (US) currency. **THE DEBTOR** expressly waives, even in cases of Acts of God or force majeure, the possibility to invoke any action, defense, claim or counterclaim, or to pay its creditor a lower amount or suspend payments.

FOURTEENTH: OF THE PAYMENT OF TAXES: **THE DEBTOR** will be responsible before **THE CREDITOR** for payment of all the taxes generated by **THE PROPERTIES** as a result of its existence, any type of activity held upon them, and of any other type. In the event that the **DEBTOR** does not pay the aforementioned taxes on time, **THE CREDITOR** may, even though it will not be compelled to, make the corresponding payments in order to keep those taxes and fees up to date. If **THE CREDITOR** makes the payment of the mentioned taxes, it will notify **THE DEBTOR** of that circumstance and they will be compelled to reimburse **THE CREDITOR** the corresponding amount along with the following payment of interests, being understood that upon reserving **THE CREDITOR** the allocation of payments to the loan, it may add to the capital the amounts paid in the concept of fees, taxes and other dues that fall upon the property. By virtue of the aforementioned, **THE DEBTOR** shall adjust the payment of the capital in the corresponding amount so that it may cover the fees and taxes mentioned. In the event that the **DEBTOR** fails to comply totally or partially with the payment of the main loan, preventing the payment of the amounts paid by **THE CREDITOR** in the concept of taxes and fees, those amounts will generate current and delayed-payment interests, estimated as of the date on which **THE CREDITOR** paid them, applying the same interest rates in force for the present loan. Since the loan is in Dollars, legal currency of the United States of America, the amounts paid by **THE CREDITOR** will be converted to that currency according to the sales exchange rate in force when the taxes and fees were paid and the **DEBTOR** shall



pay the amounts spent by THE CREDITOR in the concept of taxes and fees, along with the corresponding interests, in that currency or its equivalent in colones at the sales exchange rate for that currency.

FIFTEENTH: ASSIGNMENT OF THE LOAN: Pursuant with Article four hundred and ninety one of the Code of Commerce and one thousand one hundred and four of the Civil Code, THE DEBTOR expressly and irrevocably authorizes THE CREDITOR so that it may, at any time and during the term of the loan, assign to a third party, whether an individual or corporation, with domicile in Costa Rica or abroad, the present loan as well as the rights and prerogatives derived from the same and that may be assigned or transferred by the creditor, having to notify THE DEBTOR by any written means easily verifiable.

CHAPTER TWO: CREATION OF THE TRUST: A-) OF THE LOAN: That THE CREDITOR and THE

DEBTOR have agreed that the loan granted and described in the first chapter of the present document be guaranteed through the trust created in this act. Said loan will be identified in this document as the "GUARANTEED LOAN". B-) OF THE TRANSFER INTO FIDUCIARY PROPERTY: That with the objective of guaranteeing the payments of the capital and interests of the GUARANTEED LOAN, as well as its possible extensions, THE DEBTOR freely and voluntarily and in its nature of the legal owner of THE PROPERTIES, irrevocably transfers them in fiduciary property to THE FIDUCIARY, who accepts the transfer in its quality of fiduciary. Such transfers are to be formalized through a Notarized Deed, which will become an integral part of this LOAN AND TRUST AGREEMENT. THE PROPERTIES thus transferred will be kept within the trust as long as there are amounts due in the GUARANTEED LOAN. THEREFORE: The parties wish to create an irrevocable trust contract that will be governed by the stipulations of the Code of Commerce of Costa Rica and by the following clauses:

FIRST: OF THE CONSTITUTION AND THE PARTIES: THE DEBTOR, assuming the role of TRUSTOR, with the objective of guaranteeing the GUARANTEED LOAN, along with all its related obligations, constitutes in THE FIDUCIARY, who assumes the position of FIDUCIARY, and expressly accepts said appointment, an irrevocable trust for the custody and possession as fiduciary owner of THE PROPERTIES, as well as to comply with the purposes and objects indicated below. PHALANFIN S.A. is appointed as the MAIN BENEFICIARY for that indicated herein, and the TRUSTOR itself will be appointed as OWNER BENEFICIARY for the rights they will be granted in this deed.

SECOND: OF THE ASSETS OF THE TRUST: The entrusted assets will be made up by THE PROPERTIES, duly described in accordance to Exhibits B,C,D,E,F,G. Said PROPERTIES will constitute autonomous and separate assets of the TRUSTOR and the BENEFICIARIES.

THIRD: OF THE PURPOSE AND OBJECTIVE: This Trust is created with the purpose of the FIDUCIARY holding in fiduciary ownership THE PROPERTIES according to the Trust instructions in order to secure TRUSTOR and MAIN BENEFICIARY the proper fulfillment and execution of all their obligations,

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commitments and rights set herein. According to this Trust, **THE PROPERTIES** shall remain with the **FIDUCIARY** during the term of this Trust, unless this Trust Agreement is terminated in accordance with its own terms or according to Article 659 of the Code of Commerce.

FOURTH: OF THE INSTRUCTIONS TO THE TRUSTEE: During the term of this Trust, the **FIDUCIARY** shall exercise all rights inherent to the **THE PROPERTIES** and it shall fulfill its obligations in accordance with the law and the following instructions. In addition, the **FIDUCIARY** will be subject to the aforementioned as well as to the following instructions: **A) BREACH OF CONTRACT BY THE TRUSTOR:** In case **TRUSTOR** fails to pay the owed amount or any other expense or cost and any other service or obligation of which is responsible for in light of this Trust Agreement, the **MAIN BENEFICIARY** will notify the **FIDUCIARY** in writing, in order to communicate the pending obligation to **TRUSTOR**, who will have seven days upon receipt of notice to carry out the payment and bring the account current. Opposite case, the **MAIN BENEFICIARY** is authorized to request the **FIDUCIARY** the advanced liquidation of this Trust. Any delay on the payments as established, or any other breach of the obligations established in Loan Agreement described in the first chapter of the present document, will authorize the **MAIN BENEFICIARY** to consider the present Trust as enforceable, for which the **MAIN BENEFICIARY** will notify the **FIDUCIARY** in writing. If the breach is not cured on time, **MAIN BENEFICIARY** will instruct the **FIDUCIARY** to proceed with sale of the **THE PROPERTIES** as set forth hereunder. This sale will liquidate the TRUST. **B) FORECLOSURE ON THE TRUST ASSET:** In case of noncompliance and failure to comply with the obligation set forth in the Loan Agreement described in the first chapter of the present document, or any of the terms and conditions contained therein or due to noncompliance with any other obligation assumed in relation to this Trust Agreement by the **TRUSTOR**, such as but not limited to paying insurance and taxes of all types that may affect the assets held in fiduciary ownership and this Trust, when those amounts come due or when there is breach of any of the other obligations determined in the Loan Agreement described in the first chapter of the present document, or when faced with noncompliance in relation to any commitment or obligation of any nature that the **TRUSTOR** may have assumed by virtue of this Contract, the **FIDUCIARY**, after sending a written communication to the **MAIN BENEFICIARY** and notifying the **TRUSTOR**, may carry out the processes needed to sell the assets held in trust, as indicated herein. The notification to **TRUSTOR** will be in writing and will grant a period of seven days to pay the total sum that must be paid for principal, interests, fees, and any other expense related to the guaranteed loan and/or any other charge or expense that **TRUSTOR** must cover. The seven day term will begin upon **TRUSTOR** receiving the communication sent by the **FIDUCIARY**. This communication may be done personally or at the address herein, whether it is by means of a simple delivery with return receipt requested, by using a Notary Public, a certified letter or any other type of mail that may be similar. Likewise, the communication may be carried out using the following other

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types of media: fax, telegram, e-mail, or any other electronic, information system (including telephone) of any other class or nature that the **FIDUCIARY** has knowledge of. When the notification is served personally or at the domicile, the time period will start on the day following the delivery and for other cases the time period will begin on the day following the communication being sent. At any time after the **MAIN BENEFICIARY** has received the communication about the non-compliance by the **TRUSTOR**, the **FIDUCIARY** will publish a notice or announcement about the sale of **THE PROPERTIES** in a Costa Rican newspaper with a short description of **THE PROPERTIES** to be auctioned off and it will also indicate the date, time and place where the sale will be held. The base sale price for the assets held in Trust will be the balance of the amount owed. If the assets held in trust have any lien or encumbrances at the time of the sale, the auction will include those liens or encumbrances. The auction will be held by a Notary Public or Notaries Public chosen by the **FIDUCIARY** and the assets held in trust will be sold to the highest written offer offered by the bidders, whether they are third parties or the **MAIN BENEFICIARY** itself. At any time prior to the auction, the **TRUSTOR** may pay the sums owed on the guaranteed loan in full along with the expenses in this contract or anything else that have to be paid from the trust equity, which will be reported in the notice, and the sale process will be suspended. The proceeds from the sale will be used to pay the **MAIN BENEFICIARY** for the amount owed for principal, interests, fees, and any other charges related to the guaranteed loan, and all the expenses, taxes, fees, and professional fees generated by this trust or that have not been paid from the assets held in trust will be paid in full or reimbursed. If there are no cash bids that are equal to or greater than the auction base price, the **TRUSTOR** authorizes the **FIDUCIARY** to propose to the **MAIN BENEFICIARY** to turn over the assets held in trust as a payment against the guaranteed loan for the auction base price as determined for each case (payment *in lieu*). In such case, the **FIDUCIARY** will be authorized to transfer the assets held in trust to any individuals or companies that the **MAIN BENEFICIARY** may indicate, assuming the **MAIN BENEFICIARY** all expenses and professional fees involved, releasing the **FIDUCIARY** from any liability for such action. In case the first auction does not receive any bids that are equal to or greater than the price set as the base for the sale, and if the **MAIN BENEFICIARY** is not interested in taking any of the bids in lieu of payment for the guaranteed loan, the **FIDUCIARY** will make any necessary arrangements to proceed with a second auction. At that time, the base sale price will be twenty (20%) percent less than the original base price for the first auction. To carry out the second auction, everything established in this contract about the first auction will be applied. If there are no bids that are equal to or greater than the new base price, a third auction will be held, reducing the base price by another twenty (20%) percent. If after the third auction no sale has been conducted then the Payment *in lieu* as established above will automatically apply. The **MAIN BENEFICIARY** has reserved the right to impute the payments, which is accepted by **TRUSTOR**. Consequently, the **MAIN BENEFICIARY** will apply the proceeds from the

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sale indicated in this clause, first to paying FIDUCIARY's professional fees and any other expense that may be pending of payment for performing its fiduciary duties or in light of the obligations assumed by the TRUSTOR, that still need to be paid. Then the interest, fees, and other charges that are pending of payment will be paid. The surplus will be used to pay against the balance owed for the guaranteed loan. If the proceeds from the sale are used to pay in full the sums owed as it has been indicated above, and there is still an outstanding balance, it will be turned over directly to TRUSTOR. On the contrary, in the event that sale proceeds are not enough to cover what is owed according to the terms set forth in this clause, the outstanding balance will be paid by the TRUSTOR directly to the MAIN BENEFICIARY, releasing the FIDUCIARY from any responsibility of any nature whatsoever to that end. **C) TRANSFER BACK OF ENTRUSTED ASSETS TO GRANTOR:** After all obligations from TRUSTOR have been liquidated, as well as each and every one of the pecuniary obligations derived from the Loan Agreement described in the first chapter of the present document and/or this Trust have been fulfilled, the MAIN BENEFICIARY will grant the authorization for the FIDUCIARY to transfer back THE PROPERTIES to the TRUSTOR or to whomever the TRUSTOR indicates. This authorization must be turned in within the term of three working days counted from the moment that the TRUSTOR has complied with all his obligations according to this contract. **D) REIMBURSEMENT OF FEES AND EXPENSES:** In the event of execution of this Trust due to a breach of any of the TRUSTOR's obligations as determined herein, the TRUSTOR will have the obligation to pay or to retribute to the FIDUCIARY all expenses and fees which will be calculated on the due balance. Should the TRUSTOR not comply with this obligation, any reimbursement will be covered from sale proceeds as herein. **E) LIQUIDATION OF THE TRUST:** Once the guaranteed loan balance has been paid in full, as well as each and every one of the obligations that from this contract may arise, the Trust shall be liquidated. In case THE PROPERTIES have not been foreclosed as established in section Four B, they will be transferred back to TRUSTOR or to whomever this one indicates. Finally, the TRUSTOR and the MAIN BENEFICIARY release the FIDUCIARY of any type of responsibility regarding or derived from the execution of the above mentioned instructions.

FIFTH; OF THE REPRESENTATIONS AND GUARANTEES OF THE TRUSTOR: The TRUSTOR declares and guarantees to the MAIN BENEFICIARY and the FIDUCIARY, that the following representations are and will be certain, complete, precise, exact and truthful and in the event they are not, the MAIN BENEFICIARY will be granted the faculty to request the anticipated execution of the present agreement, as well as the payment of the damages caused by it: **(A) Of THE PROPERTIES:** (a) The TRUSTOR declares and guarantees that he is the rightful owner of THE PROPERTIES, and therefore is entitled to perform the present transaction, and that he has acquired such through completely valid operations and complying with the legislation that regulates the subject, and he is not subject to any resolutive conditions. Furthermore, the TRUSTOR declares and guarantees the same representations, warranties

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and covenants stated and described hereby in the Eleventh Clause of the First Chapter of the present document. **(B) General Declarations:** (a) **Compliance of Formalities:** All of the procedures and formalities required by the parties to execute the present agreement have been fulfilled. (b) **Compliance with bylaws and legislation:** The TRUSTOR declares and guarantees that neither the execution or enforceability of this contract constitute: (i) Breachment of the law, company bylaws, judgements, decrees, judicial, governmental or regulatory entity's orders or resolutions, to which the TRUSTOR and its assets are subject to according to the Jurisdiction. (ii) Breachment or default of any contract, compromise, administrative permit, payment settlement or licence in which the TRUSTOR is a party, whereas the breachment or default may have an adverse effect in the capability of the TRUSTOR to execute the present agreement. (c) **Performance according to the company bylaws, orders and laws:** The TRUSTOR declares and guarantees that he is not in violation of any of the following stipulations that will be immediately set forth and that there are no events to the date of execution of the present contract, that with the passing of time or with the granting of a notice, or both, may constitute a breach of: (i) Any term or disposition of contracts or any mortgage, public deed, contract or agreement celebrated in Costa Rica or abroad, that obliges MEEHAN INVESTMENTS S.A. or were any of THE PROPERTIES are related to or imposed a lien to. (ii) Any judgement, judicial order, judicial requirement or decree of any court, commission, board of any other national or governmental or foreign entity against the TRUSTOR and/or THE PROPERTIES. (iii) Any law, statute or municipal regulation, either national or foreign, applicable to and legally binding to the TRUSTOR and/or THE PROPERTIES. (c) **Of the TRUSTOR's legal capacity:** (a) **TRUSTOR'S legal capacity:** The TRUSTOR hereby declares and guarantees that it has full power and authority to execute the present Agreement, and fulfill all the obligations assumed in such. The celebration and execution of the present Agreement by the TRUSTOR does not require any permit, authorization, approval or legal consent, that has not been obtained. (b) **Consent:** That all the agreements and conventions set forth in the present Agreement constitute the TRUSTOR'S free will and have full knowledge of the effect they convey.

SIXTH: OF THE POSSESSION OF THE PROPERTIES: At the time of closing, the TRUSTOR must transfer THE PROPERTIES to the FIDUCIARY. The FIDUCIARY must preserve the ownership of THE PROPERTIES, exercising the care that a good head of the household would have.

SEVENTH: OF THE FIDUCIARY'S RIGHTS AND OBLIGATIONS: A-) The FIDUCIARY shall maintain in its quality of fiduciary owner THE PROPERTIES. With this objective, it shall identify THE PROPERTIES, and maintain them separate from its own assets, and those corresponding to other trusts it may have, and identify in its management the guarantee trust on behalf of which it is acting, that is, the present trust; B-) The FIDUCIARY shall proceed to transfer the THE PROPERTIES in the established cases and manner, pursuant with the stipulations of section Four of the Second Chapter of the present document; C-) The

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 - CREDITOR'S initials _____ - DEBTOR'S initials _____ - FIDUCIARY'S initials _____ -



OWNER BENEFICIARY, in this act, accepts and authorizes the **FIDUCIARY** so that it may proceed pursuant with the indications of this clause (section Four of the Second Chapter of the present document), with the mere indication of the **MAIN BENEFICIARY**, without being entitled to object, oppose, question, or demand explanations from the **FIDUCIARY** under any circumstance, because this indication is enough. With this purpose, the **FIDUCIARY** shall adequately comply with all the duties it assumes in this contract and it shall not exceed itself in the exercise of its attributions; and, the **OWNER BENEFICIARY** expressly waives its right to any action, complaint, lawsuit, or judicial or extrajudicial plea against the **FIDUCIARY**, who it frees of all responsibility derived from the execution of the Instructions established herein or received from the **MAIN BENEFICIARY**, as long as it fulfills its duties in an adequate manner and does not exceed in the exercise of its attributions; D-) The **FIDUCIARY** shall use **THE PROPERTIES** for the fulfillment of the legal purposes previously established in this document. With the exception of the stipulations of this contract, the **FIDUCIARY** may not dispose of, transfer, lease, encumber, or in any way affect **THE PROPERTIES**; E-) The **FIDUCIARY** shall transfer **THE PROPERTIES** to the **OWNER BENEFICIARY**, once complete payment of the corresponding obligations to the **GUARANTEED LOAN** have been made. The **FIDUCIARY** shall proceed with the transfer of **THE PROPERTIES** with the presentation by the **OWNER TRUSTEE** of the receipt of the complete transfer of the **GUARANTEED LOAN**. Additionally, the **FIDUCIARY** shall give notice to the **MAIN BENEFICIARY** in order to proceed with the mentioned transfer. Once the **GUARANTEED LOAN** has been paid in its totality, the **MAIN BENEFICIARY**, the **OWNER BENEFICIARY**, and the **FIDUCIARY** will proceed to sign a settlement contract of the present trust. It is stated that the **OWNER BENEFICIARY** may, at any time, pay all the amounts due under the **GUARANTEED LOAN**, plus its prepayment penalties, in which case the **FIDUCIARY** will proceed to transfer to it **THE PROPERTIES**, pursuant with the stipulations herein. F-) The **FIDUCIARY** is not compelled to follow the status of the **GUARANTEED LOAN**, but it shall keep a copy of the notices of delay forwarded to it by the **MAIN BENEFICIARY**. G-) In the event that third parties were to try to enforce any right over **THE PROPERTIES** or that the latter were threatened in any way by motives prior to the date of this trust contract, the **FIDUCIARY**, if aware of these facts, shall inform the **OWNER BENEFICIARY** and the **MAIN BENEFICIARY** of them. H-) The **FIDUCIARY** may not delegate its duties, even though it may designate, under its responsibility, the auxiliaries and attorneys-at-fact necessary for the execution of specific acts of this trust. I) Comply with all other instructions indicated in this contract and carry out all acts necessary for the fulfillment of the trust.

EIGHTH: OF THE OBLIGATIONS OF THE OWNER BENEFICIARY: A -) When demandable, pay all expenses, legal fees, taxes, and other expenditures generated by the present trust and its property, or in its defect, deliver the corresponding amounts to the **FIDUCIARY** so that the latter may proceed to make the

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- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____



corresponding payments. B -) Pay all expenses and fees to the FIDUCIARY when instructing them to proceed with any tasks that go beyond its obligations in accordance to this document.

NINTH: OF THE FIDUCIARY FEES: The FIDUCIARY shall receive in the concept of fees for the compliance and exercise of its duties, the amount of FIVE HUNDRED DOLLARS, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA, per year. Therefore the total amount for the twenty four months is of ONE THOUSAND DOLLARS, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA, that are to be deducted in advance by THE ESCROW AGENT from the loan amount before transferring such monies to THE DEBTOR.

TENTH: OF THE TERM OF THE TRUST: The trust will have a TWENTY FOUR-MONTH term computed as of this date, that must be automatically extended for periods equal to those of the extensions granted with regard to the GUARANTEED LOAN that exceed said term. Similarly, it is stated that the present trust contract will be maintained in force as long as there is any amount due in accordance with the GUARANTEED LOAN. Despite the aforementioned, this trust will be considered as terminated in an early manner, if due to the execution of the instructions, the asset is extinguished or if requested by the MAIN BENEFICIARY because the totality of the amounts owed in relation to the GUARANTEED LOAN have been paid.

ELEVENTH: OF THE LEGAL FEES, EXPENSES AND TAXES: The OWNER BENEFICIARY, shall pay all legal fees, taxes, dues, and other duties to be paid in relation to the transfer of THE PROPERTIES and the trust in general. The legal fees for the trust agreement will be deducted by THE ESCROW AGENT from the loan amount before transferring such monies to THE DEBTOR. Similarly, the OWNER BENEFICIARY is responsible for covering all commissions and payments that may be generated from this trust.

TWELVETH: OF THE APPOINTMENT OF THE SUBSTITUTE FIDUCIARY: If for any reason the FIDUCIARY were not capable to continue in its position, the MAIN BENEFICIARY will appoint as the new FIDUCIARY any of the Banks of the National Bank System. If none of the Banks of the National Bank System accepts the new appointment as FIDUCIARY, the MAIN BENEFICIARY will appoint as substitute any individual or corporation, with experience in the fulfillment of the tasks of a fiduciary, having to comply in this case with the following requirements: A-) In the case of individuals they must at least comply with the following requirements: I) Be an attorney-at-law with at least five years of having been accepted in the Bar Association. II) They may not have ever been suspended and/or punished in the exercise of their position as attorney-at-law or notary public, if the person is also a notary public, by the Bar Association or the General Department of Notaries. III) That they be or have been the attorney-at-law of a member of the national bank system, not having been punished by the Bar Association or the Department of Notaries; B) In the case of corporations, the MAIN BENEFICIARY may appoint a law firm with well-

- Page 13 of 23 -
- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -



known experience in banking issues as legal advisors in this subject or in its defect a well-known corporation dedicated to offering fiduciary services within the banking realm for this type of matters.

THIRTEENTH: OF THE MODIFICATIONS: The present trust contract may be extended, modified, completely or partially, by mutual agreement in that sense between the **OWNER BENEFICIARY** and the **MAIN BENEFICIARY**, as long as this does not affect third parties or the **FIDUCIARY** itself.

FOURTEENTH: OF THE IRREVOCABILITY: This trust contract will not be revocable except with the unanimous, express, and written agreement of the **OWNER BENEFICIARY** and the **MAIN BENEFICIARY**, as long as this does not affect third parties and/or the **FIDUCIARY** in any way.

FIFTEENTH: OF THE NAME: This trust is named "MEEHAN / PHALANFIN / 2013".

SIXTEENTH: THE DEBTOR of the **GUARANTEED LOAN**, agrees that the failure to comply with any of the obligations established upon itself, as well as upon the **OWNER BENEFICIARY** in the present trust contract and in the **GUARANTEED LOAN** will result in an anticipated termination of the same.

SEVENTEENTH: The present trust contract is of an inestimable value for registration effects.

CHAPTER THREE: GENERAL ASPECTS:

FIRST: PROCEDURE FOR THE ALTERNATIVE RESOLUTION OF CONFLICTS: In the event of differences, conflicts, or disputes related to the execution, non-compliance, interpretation, or any other aspect derived from the present deed, the parties, pursuant with Articles forty-one and forty-three of the Political Constitution expressly waiver, in this act, all ordinary jurisdiction and agree to resolve the conflict according to the following procedure: The matter or controversy will be resolved through a final and non-appealable arbitration ruling pursuant with the Conciliation and Arbitration Regulations of the Conciliation and Arbitration Center of the Chamber of Commerce of Costa Rica, who will administrate the arbitration and to whose rules the parties submit unconditionally. The arbitration will be based on the law and will be carried out by a court made up of three members appointed by the Conciliation and Arbitration Center of the Chamber of Commerce of Costa Rica. The arbitrator's decision will be issued in writing and it will be final, binding for the parties, and non-appealable except for the appeal for review or reversal. Once the decision has been issued and is final, it will produce the effects of res judicata and the parties must comply with it without delay. The processes and their content will be absolutely confidential. It is understood that the arbitration may be requested by any of the contracting parties. If and when the conflict must be resolved, the Conciliation and Arbitration Center of the Chamber of Commerce of Costa Rica is not offering the previously mentioned services, the conflict will be solved through an arbitration process that will be carried out pursuant with the laws on the alternative resolution of conflicts in force in the Republic of Costa Rica at that time. In the corresponding process of alternative resolution of conflicts the losing party shall pay all costs and legal fees of both parties

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- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -



generated during that process. The term granted to appeal the arbitrator's decision shall be ten days. The parties expressly and mutually accept as the only exception to that established in this clause, the previously described process for the alternative resolution of conflicts. Any discussion different to those that pursuant with the stipulations of the Code of Civil Procedures are part of expedited procedures, will be solved through the process of alternative resolution of conflicts established herein, reason for which under no circumstance may expedited procedures be considered ordinary.

SECOND: NOTIFICATIONS: Any notification that must be given in accordance with the present contract may be made at the addresses indicated at the beginning of the same, in relation to each of the parties. Additionally, those who appear must be notified as follows: **MAIN BENEFICIARY** through e-mail sent to the address "williamdi1@gmail.com" and by fax sent to the number (888) 841-1938; to the **OWNER BENEFICIARY** through an e-mail sent to the address: "crmeehan@yahoo.com" or through a fax sent to the number 8832-9676; and to the **FIDUCIARY** through an e-mail sent to the address "vmeza@rebattorneys.com", and by fax sent to the number (506) 2201-8014. All notifications addressed to the **MAIN BENEFICIARY** must also be notified to the **FIDUCIARY** by mail courier company "FEDEX". As a result of the aforementioned, it would be enough to send a communication to those who appear to the street address, e-mail, and fax indicated herein to consider that they have been duly notified not being the **MAIN BENEFICIARY** or the **FIDUCIARY** obliged to use more than one of the methods established herein for notifications. It is an irrevocable and unavoidable obligation of those who appear to maintain both the e-mail address and the fax number established herein duly authorized and in perfect operating conditions, being compelled to notify the other parties of the present contract if they present failures or imperfections that do not allow them to receive communications through those channels, in which case they must necessarily indicate another e-mail address or fax number where they can receive notifications. Any change in the domicile to receive notifications of either of the parties, as well as any change in the e-mail address and fax number of those who appear must be notified in writing to the other parties of the present contract. To the contrary, any notification sent to the street addresses, e-mail addresses, or fax numbers indicated in this document will be considered valid.

THIRD: MUTUAL BENEFIT: All the parties of the present deed, expressly state that the present agreement is the result of the negotiations and mutual concessions between them, which benefit and is useful for all of them.

FOURTH: OF THE VALIDITY: The nullity, illegality, invalidity, and/or ineffectiveness of one or several of the stipulations of the present deed declared by the competent authority, will not affect the legality, validity, and/or effectiveness of the remaining stipulations, which will maintain their validity.

FIFTH: OF THE WILL OF THE PARTIES: The present contract is the result of the agreement of the will of the contracting parties, granted freely under the principles of good faith and business responsibility.

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- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -



Likewise, the parties state that they understand and comprehend in its totality the value and legal and practical consequences of the stipulations included in the present deed, being it there will to celebrate it.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date and year indicated above.

MEEHAN INVESTMENTS S.A.
MICHAEL JAMES MEEHAN
TRUSTOR, DEBTOR AND OWNER BENEFICIARY

PHALANFIN S.A.
WILLIAM DAVID DICKSON
CREDITOR AND MAIN BENEFICIARY

RE&B INVESTMENT TRUST COMPANY S.A.
ADRIÁN ECHEVERRÍA ESCALANTE
FIDUCIARY

- Page 16 of 23 -
- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -



EXHIBIT "A"

TRUSTEE'S DESIGNATED ACCOUNT AND INSTRUCTIONS

1- INTERNATIONAL WIRE INSTRUCTIONS TO TRANSFER AMERICAN DOLLARS TO SCOTIABANK DE COSTA RICA S.A.

Instruct the remitting bank to send your wire transfer to:

1) Intermediary Bank:

Bank of New York
New York A.B.A. #021000018
Swift: IRVTUS3N
1 Wall Street, New York, NY USA

2) Beneficiary Bank:

Scotiabank de Costa Rica S.A.
Account Number: 803-338-3577
San José, Costa Rica.
Swift Code: NOSCCRSJ

3) Beneficiary Customer:

Account Number: 315263401

Beneficiary Customer Name: RE&B Investment Trust Company S.A.

Swift field 59

NOTE:

Please notify us of the date and amount of the transaction and include a 0.1% (zero point one percent) fee for Costa Rican bank commissions (Scotiabank) in order for us to receive the full amount. Said percentage should be calculated based on the total amount to transfer. In any case, the minimum of such commission must be US\$50 (fifty dollars).

2- LOCAL WIRE INSTRUCTIONS TO TRANSFER AMERICAN DOLLARS TO SCOTIABANK DE COSTA RICA S.A.

Account Information

Bank: Scotiabank de Costa Rica S.A.
Beneficiary Customer Name: RE&B Investment Trust Company S.A.
Corporate ID number: 3-101-446846
Account Number: 315263401
Cuenta Cliente Number: 12300003152634013



EXHIBIT "B"

THE PROPERTIES

Property 1

**REPUBLICA DE COSTA RICA
REGISTRO NACIONAL
CERTIFICACION LITERAL
NUMERO DE CERTIFICACION: RNPDIGITAL-728698-2013**

MATRICULA: 42146---000

**NATURALEZA: TERRENO CON UNA CABINA
SITUADA EN EL DISTRITO 1-LIMON CANTON 1-LIMON DE LA PROVINCIA DE LIMON
LINDEROS:**

NORTE JAMES HARREL BOULCH
SUR JAMES HARREL BOULCH
ESTE FAJA INOLIENABLE DEL ESTADO DE 50M
OESTE CALLE PUBLICA CON 12M 40CM

**MIDE: MIL TREINTA Y CINCO METROS CON TREINTA Y SIETE DECIMETROS CUADRADOS
PLANO:L-0847391-1989**

**LOS ANTECEDENTES DE ESTA FINCA DEBEN CONSULTARSE EN EL FOLIO MICROFILMADO DE LA PROVINCIA DE LIMON NUMERO
42146 Y ADEMAS PROVIENE DE 017531-000**

**PROPIETARIO:
MEEHAN INVESTMENTS SOCIEDAD ANONIMA
CEDULA JURIDICA 3-101-425797
ESTIMACIÓN O PRECIO: UN MILLON DE COLONES
DUEÑO DEL DOMINIO
PRESENTACIÓN: 0508-00040548-01
FECHA DE INSCRIPCIÓN: 01 DE AGOSTO DE 2006
ANOTACIONES SOBRE LA FINCA: NO HAY
GRAVAMENES o AFECTACIONES: NO HAY**

ESTA CERTIFICACION, CUYOS DERECHOS ARANCELARIOS FUERON DEBIDAMENTE CANCELADOS, CONSTITUYE DOCUMENTO PUBLICO CONFORME LO ESTABLECEN LOS ARTICULOS 369 DEL CODIGO PROCESAL CIVIL, 6 INCISO D) DE LA LEY DE CERTIFICADOS, FIRMAS DIGITALES Y DOCUMENTOS ELECTRONICOS N° 8454, Y EL DECRETO EJECUTIVO N° 35488-J, PUBLICADO EN LA GACETA N° 196, DEL 8 DE OCTUBRE DE 2009. EN DICHO MARCO LEGAL SE ESTABLECE LA OBLIGATORIEDAD DE RECIBIR ESTE DOCUMENTO POR PARTE DE LOS ENTES PÚBLICOS Y PRIVADOS, ASÍ COMO PARA LOS PARTICULARES, POR LO QUE SI TIENE PROBLEMAS PARA LA RECEPCIÓN DE ESTE DOCUMENTO Y APLICACIÓN DE SUS EFECTOS LEGALES, SIRVASE COMUNICARLO AL CENTRO DE ASISTENCIA AL USUARIO, Teléfonos. 2211-1161 / 2211-1162.

ESTIMADO USUARIO, EL REGISTRO NACIONAL LE INDICA QUE EL VALOR DE LA PRESENTE CERTIFICACION FUE ESTABLECIDO POR LA JUNTA ADMINISTRATIVA EN LA SUMA DE DOS MIL CUATROCIENTOS OCHENTA Y DOS COLONES CON CINCUENTA CENTIMOS MAS LOS TIMBRES RESPECTIVOS; NINGUNA PERSONA FISICA O JURIDICA PUEDE VARIAR ESE VALOR.

EMITIDA A TRAVES DEL PORTAL DE SERVICIOS DIGITALES Y CON DATOS CONSULTADOS A UNA REPLICA OFICIAL DE LA BASE DE DATOS DEL REGISTRO NACIONAL, A LAS 10 HORAS 05 MINUTOS Y 15 SEGUNDOS, DEL 14 DE FEBRERO DE 2013. PODRA SER VERIFICADA EN EL SITIO www.rnpdigital.com DENTRO DE LOS SIGUIENTES 15 DIAS NATURALES.



Property 2

**REPUBLICA DE COSTA RICA
REGISTRO NACIONAL
CERTIFICACION LITERAL
NUMERO DE CERTIFICACION: RNPDIGITAL-728710-2013**

MATRICULA: 42147-000

**NATURALEZA: TERRENO CON UNA CABINA
SITUADA EN EL DISTRITO 1-LIMON CANTON 1-LIMON DE LA PROVINCIA DE LIMON
LINDEROS:**

NORTE JAMES HARREL BOULCH
SUR JAMES HARREL BOULCH
ESTE FAJA INOLIENABLE DEL ESTADO DE 50M
OESTE CALLE PUBLICA CON 12M 40CM

**MIDE: MIL TREINTA Y CINCO METROS CON TREINTA Y SIETE DECIMETROS CUADRADOS
PLANO:L-0847392-1989**

LOS ANTECEDENTES DE ESTA FINCA DEBEN CONSULTARSE EN EL FOLIO MICROFILMADO DE LA PROVINCIA DE LIMON NUMERO 42147 Y ADEMAS PROVIENE DE 017531-000

**PROPIETARIO:
MEEHAN INVESTMENTS SOCIEDAD ANONIMA
CEDULA JURIDICA 3-101-425797
ESTIMACIÓN O PRECIO: UN MILLON DE COLONES
DUEÑO DEL DOMINIO
PRESENTACIÓN: 0568-00040548-01
FECHA DE INSCRIPCIÓN: 01 DE AGOSTO DE 2006
ANOTACIONES SOBRE LA FINCA: NO HAY
GRAVAMENES o AFECTACIONES: NO HAY**

ESTA CERTIFICACION, CUYOS DERECHOS ARANCELARIOS FUERON DEBIDAMENTE CANCELADOS, CONSTITUYE DOCUMENTO PUBLICO CONFORME LO ESTABLECEN LOS ARTICULOS 369 DEL CODIGO PROCESAL CIVIL, 5 INCISO D) DE LA LEY DE CERTIFICADOS, FIRMAS DIGITALES Y DOCUMENTOS ELECTRONICOS N° 8454, Y EL DECRETO EJECUTIVO N° 35488-J, PUBLICADO EN LA GACETA N° 196, DEL 8 DE OCTUBRE DE 2009. EN DICHO MARCO LEGAL SE ESTABLECE LA OBLIGATORIEDAD DE RECIBIR ESTE DOCUMENTO POR PARTE DE LOS ENTES PÚBLICOS Y PRIVADOS, ASÍ COMO PARA LOS PARTICULARES, POR LO QUE SI TIENE PROBLEMAS PARA LA RECEPCIÓN DE ESTE DOCUMENTO Y APLICACIÓN DE SUS EFECTOS LEGALES, SIRVASE COMUNICARLO AL CENTRO DE ASISTENCIA AL USUARIO, Teléfonos. 2211-1161 / 2211-1162.

ESTIMADO USUARIO, EL REGISTRO NACIONAL LE INDICA QUE EL VALOR DE LA PRESENTE CERTIFICACION FUE ESTABLECIDO POR LA JUNTA ADMINISTRATIVA EN LA SUMA DE DOS MIL CUATROCIENTOS OCHENTA Y DOS COLONES CON CINCUENTA CENTIMOS MAS LOS TIMBRES RESPECTIVOS; NINGUNA PERSONA FISICA O JURIDICA PUEDE VARIAR ESE VALOR.

EMITIDA A TRAVES DEL PORTAL DE SERVICIOS DIGITALES Y CON DATOS CONSULTADOS A UNA REPLICA OFICIAL DE LA BASE DE DATOS DEL REGISTRO NACIONAL, A LAS 10 HORAS 06 MINUTOS Y 33 SEGUNDOS, DEL 14 DE FEBRERO DE 2013. PODRA SER VERIFICADA EN EL SITIO www.rnpdigital.com DENTRO DE LOS SIGUIENTES 15 DIAS NATURALES.

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- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -



Property 3

**REPUBLICA DE COSTA RICA
REGISTRO NACIONAL
CERTIFICACION LITERAL
NUMERO DE CERTIFICACION: RNPDIGITAL-728727-2013**

MATRICULA: 42148---000

**NATURALEZA: TERRENO CON UNA CABINA
SITUADA EN EL DISTRITO 1-LIMON CANTON 1-LIMON DE LA PROVINCIA DE LIMON
LINDEROS:**

NORTE JAMES HARREL BOULCH
SUR JAMES HARREL BOULCH
ESTE FAJA INOLIENABLE DEL ESTADO DE 50M
OESTE CALLE PUBLICA CON 12M 40CM

**MIDE: MIL TREINTA Y CINCO METROS CON TREINTA Y SIETE DECIMETROS CUADRADOS
PLANO:L-0847389-1989**

**LOS ANTECEDENTES DE ESTA FINCA DEBEN CONSULTARSE EN EL FOLIO MICROFILMADO DE LA PROVINCIA DE LIMON NUMERO
42148 Y ADEMAS PROVIENE DE 017531-000**

**PROPIETARIO:
MEEHAN INVESTMENTS SOCIEDAD ANONIMA
CEDULA JURIDICA 3-101-425797
ESTIMACIÓN O PRECIO: UN MILLON DE COLONES
DUEÑO DEL DOMINIO
PRESENTACIÓN: 0568-00040548-01
FECHA DE INSCRIPCIÓN: 01 DE AGOSTO DE 2006
ANOTACIONES SOBRE LA FINCA: NO HAY
GRAVAMENES o AFECTACIONES: NO HAY**

ESTA CERTIFICACION, CUYOS DERECHOS ARANCELARIOS FUERON DEBIDAMENTE CANCELADOS, CONSTITUYE DOCUMENTO PUBLICO CONFORME LO ESTABLECEN LOS ARTICULOS 369 DEL CODIGO PROCESAL CIVIL, 5 INCISO D) DE LA LEY DE CERTIFICADOS, FIRMAS DIGITALES Y DOCUMENTOS ELECTRONICOS N° 8454, Y EL DECRETO EJECUTIVO N° 35488-J, PUBLICADO EN LA GACETA N° 196, DEL 8 DE OCTUBRE DE 2009. EN DICHO MARCO LEGAL SE ESTABLECE LA OBLIGATORIEDAD DE RECIBIR ESTE DOCUMENTO POR PARTE DE LOS ENTES PÚBLICOS Y PRIVADOS, ASÍ COMO PARA LOS PARTICULARES, POR LO QUE SI TIENE PROBLEMAS PARA LA RECEPCIÓN DE ESTE DOCUMENTO Y APLICACIÓN DE SUS EFECTOS LEGALES, SIRVASE COMUNICARLO AL CENTRO DE ASISTENCIA AL USUARIO, Teléfonos. 2211-1161 / 2211-1162.

ESTIMADO USUARIO, EL REGISTRO NACIONAL LE INDICA QUE EL VALOR DE LA PRESENTE CERTIFICACION FUE ESTABLECIDO POR LA JUNTA ADMINISTRATIVA EN LA SUMA DE DOS MIL CUATROCIENTOS OCHENTA Y DOS COLONES CON CINCUENTA CENTIMOS MAS LOS TIMBRES RESPECTIVOS; NINGUNA PERSONA FISICA O JURIDICA PUEDE VARIAR ESE VALOR.

EMITIDA A TRAVES DEL PORTAL DE SERVICIOS DIGITALES Y CON DATOS CONSULTADOS A UNA REPLICA OFICIAL DE LA BASE DE DATOS DEL REGISTRO NACIONAL, A LAS 10 HORAS 07 MINUTOS Y 53 SEGUNDOS, DEL 14 DE FEBRERO DE 2013.
PODRA SER VERIFICADA EN EL SITIO www.rnpdigital.com DENTRO DE LOS SIGUIENTES 15 DIAS NATURALES.

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- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -



Property 4

**REPUBLICA DE COSTA RICA
REGISTRO NACIONAL
CERTIFICACION LITERAL
NUMERO DE CERTIFICACION: RNPDIGITAL-728743-2013**

MATRICULA: 42149---000

**NATURALEZA: TERRENO CON UNA CABINA
SITUADA EN EL DISTRITO 1-LIMON CANTON 1-LIMON DE LA PROVINCIA DE LIMON
LINDEROS:**

NORTE JAMES HARREL BOULCH
SUR JAMES HARREL BOULCH
ESTE FAJA INOLIENABLE DEL ESTADO DE 50M
OESTE CALLE PUBLICA CON 12M 40CM

**MIDE: MIL TREINTA Y CINCO METROS CON TREINTA Y SIETE DECIMETROS CUADRADOS
PLANO:L-0847390-1989**

LOS ANTECEDENTES DE ESTA FINCA DEBEN CONSULTARSE EN EL FOLIO MICROFILMADO DE LA PROVINCIA DE LIMON NUMERO 42149 Y ADEMAS PROVIENE DE 017531-000

**PROPIETARIO:
MEEHAN INVESTMENTS SOCIEDAD ANONIMA
CEDULA JURIDICA 3-101-426797
ESTIMACIÓN O PRECIO: UN MILLON DE COLONES
DUEÑO DEL DOMINIO
PRESENTACIÓN: 0568-00040548-01
FECHA DE INSCRIPCIÓN: 01 DE AGOSTO DE 2006
ANOTACIONES SOBRE LA FINCA: NO HAY
GRAVAMENES o AFECTACIONES: NO HAY**

ESTA CERTIFICACION, CUYOS DERECHOS ARANCELARIOS FUERON DEBIDAMENTE CANCELADOS, CONSTITUYE DOCUMENTO PUBLICO CONFORME LO ESTABLECEN LOS ARTICULOS 369 DEL CODIGO PROCESAL CIVIL, 5 INCISO D) DE LA LEY DE CERTIFICADOS, FIRMAS DIGITALES Y DOCUMENTOS ELECTRONICOS N° 8454, Y EL DECRETO EJECUTIVO N° 35488-J, PUBLICADO EN LA GACETA N° 196, DEL 8 DE OCTUBRE DE 2009. EN DICHO MARCO LEGAL SE ESTABLECE LA OBLIGATORIEDAD DE RECIBIR ESTE DOCUMENTO POR PARTE DE LOS ENTES PÚBLICOS Y PRIVADOS, ASÍ COMO PARA LOS PARTICULARES, POR LO QUE SI TIENE PROBLEMAS PARA LA RECEPCIÓN DE ESTE DOCUMENTO Y APLICACIÓN DE SUS EFECTOS LEGALES, SIRVASE COMUNICARLO AL CENTRO DE ASISTENCIA AL USUARIO, Teléfonos. 2211-1161 / 2211-1162.

ESTIMADO USUARIO, EL REGISTRO NACIONAL LE INDICA QUE EL VALOR DE LA PRESENTE CERTIFICACION FUE ESTABLECIDO POR LA JUNTA ADMINISTRATIVA EN LA SUMA DE DOS MIL CUATROCIENTOS OCHENTA Y DOS COLONES CON CINCUENTA CENTIMOS MAS LOS TIMBRES RESPECTIVOS; NINGUNA PERSONA FISICA O JURIDICA PUEDE VARIAR ESE VALOR.

EMITIDA A TRAVES DEL PORTAL DE SERVICIOS DIGITALES Y CON DATOS CONSULTADOS A UNA REPLICA OFICIAL DE LA BASE DE DATOS DEL REGISTRO NACIONAL, A LAS 10 HORAS 09 MINUTOS Y 00 SEGUNDOS, DEL 14 DE FEBRERO DE 2013. PODRA SER VERIFICADA EN EL SITIO www.rnpdigital.com DENTRO DE LOS SIGUIENTES 15 DIAS NATURALES.

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- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____



Property 5

**REPUBLICA DE COSTA RICA
REGISTRO NACIONAL
CERTIFICACION LITERAL
NUMERO DE CERTIFICACION: RNPDIGITAL-728751-2013**

MATRICULA: 42150---000

NATURALEZA: TERRENO CON UNA CABINA
SITUADA EN EL DISTRITO 1-LIMON CANTON 1-LIMON DE LA PROVINCIA DE LIMON
LINDEROS:

NORTE JAMES HARREL BOULCH
SUR JAMES HARREL BOULCH
ESTE FAJA INOLIENABLE DEL ESTADO DE 50M
OESTE CALLE PUBLICA CON 12M 40CM

MIDE: MIL TREINTA Y CINCO METROS CON TREINTA Y SIETE DECIMETROS CUADRADOS
PLANO:L-0847393-1989

LOS ANTECEDENTES DE ESTA FINCA DEBEN CONSULTARSE EN EL FOLIO MICROFILMADO DE LA PROVINCIA DE LIMON NUMERO 42150 Y ADEMAS PROVIENE DE 017531-000

PROPIETARIO:
MEEHAN INVESTMENTS SOCIEDAD ANONIMA
CEDULA JURIDICA 3-101-425797
ESTIMACIÓN O PRECIO: UN MILLON DE COLONES
DUEÑO DEL DOMINIO
PRESENTACIÓN: 0568-00040548-01
FECHA DE INSCRIPCIÓN: 01 DE AGOSTO DE 2008
ANOTACIONES SOBRE LA FINCA: NO HAY
GRAVAMENES o AFECTACIONES: NO HAY

ESTA CERTIFICACION, CUYOS DERECHOS ARANCELARIOS FUERON DEBIDAMENTE CANCELADOS, CONSTITUYE DOCUMENTO PUBLICO CONFORME LO ESTABLECEN LOS ARTICULOS 369 DEL CODIGO PROCESAL CIVIL, 5 (INCISO D) DE LA LEY DE CERTIFICADOS, FIRMAS DIGITALES Y DOCUMENTOS ELECTRONICOS N° 8454, Y EL DECRETO EJECUTIVO N° 35488-J, PUBLICADO EN LA GACETA N° 196, DEL 8 DE OCTUBRE DE 2009. EN DICHO MARCO LEGAL SE ESTABLECE LA OBLIGATORIEDAD DE RECIBIR ESTE DOCUMENTO POR PARTE DE LOS ENTES PÚBLICOS Y PRIVADOS, ASÍ COMO PARA LOS PARTICULARES, POR LO QUE SI TIENE PROBLEMAS PARA LA RECEPCIÓN DE ESTE DOCUMENTO Y APLICACIÓN DE SUS EFECTOS LEGALES, SIRVASE COMUNICARLO AL CENTRO DE ASISTENCIA AL USUARIO, Teléfonos. 2211-1161 / 2211-1162.

ESTIMADO USUARIO, EL REGISTRO NACIONAL LE INDICA QUE EL VALOR DE LA PRESENTE CERTIFICACION FUE ESTABLECIDO POR LA JUNTA ADMINISTRATIVA EN LA SUMA DE DOS MIL CUATROCIENTOS OCHENTA Y DOS COLONES CON CINCUENTA CENTIMOS MAS LOS TIMBRES RESPECTIVOS; NINGUNA PERSONA FISICA O JURIDICA PUEDE VARIAR ESE VALOR.

EMITIDA A TRAVES DEL PORTAL DE SERVICIOS DIGITALES Y CON DATOS CONSULTADOS A UNA REPLICA OFICIAL DE LA BASE DE DATOS DEL REGISTRO NACIONAL, A LAS 10 HORAS 09 MINUTOS Y 42 SEGUNDOS, DEL 14 DE FEBRERO DE 2013. PODRA SER VERIFICADA EN EL SITIO www.rnpdigital.com DENTRO DE LOS SIGUIENTES 15 DIAS NATURALES.



Property 6

REPUBLICA DE COSTA RICA
REGISTRO NACIONAL
CERTIFICACION LITERAL
NUMERO DE CERTIFICACION: RNPDIGITAL-728773-2013

MATRICULA: 42151---000

NATURALEZA: TERRENO CON UNA CABINA
SITUADA EN EL DISTRITO 1-LIMON CANTON 1-LIMON DE LA PROVINCIA DE LIMON
LINDEROS:

NORTE JAMES HARREL BOULCH
SUR JAMES HARREL BOULCH
ESTE FAJA INOLIENABLE DEL ESTADO DE 50M
OESTE CALLE PUBLICA CON 12M 40CM

MIDE: MIL TREINTA Y CINCO METROS CON TREINTA Y SIETE DECIMETROS CUADRADOS
PLANO:L-0849622-1989

LOS ANTECEDENTES DE ESTA FINCA DEBEN CONSULTARSE EN EL FOLIO MICROFILMADO DE LA PROVINCIA DE LIMON NUMERO 42151 Y ADEMAS PROVIENE DE 017531-000

PROPIETARIO:
MEEHAN INVESTMENTS SOCIEDAD ANONIMA
CEDULA JURIDICA 3-101-425797
ESTIMACIÓN O PRECIO: UN MILLON DE COLONES
DUEÑO DEL DOMINIO
PRESENTACIÓN: 0568-00040548-01
FECHA DE INSCRIPCIÓN: 01 DE AGOSTO DE 2006
ANOTACIONES SOBRE LA FINCA: NO HAY
GRAVAMENES o AFECTACIONES: NO HAY

ESTA CERTIFICACION, CUYOS DERECHOS ARANCELARIOS FUERON DEBIDAMENTE CANCELADOS, CONSTITUYE DOCUMENTO PUBLICO CONFORME LO ESTABLECEN LOS ARTICULOS 369 DEL CODIGO PROCESAL CIVIL, 6 INCISO D) DE LA LEY DE CERTIFICADOS, FIRMAS DIGITALES Y DOCUMENTOS ELECTRONICOS N° 8454, Y EL DECRETO EJECUTIVO N° 35488-J, PUBLICADO EN LA GACETA N° 196, DEL 8 DE OCTUBRE DE 2009. EN DICHO MARCO LEGAL SE ESTABLECE LA OBLIGATORIEDAD DE RECIBIR ESTE DOCUMENTO POR PARTE DE LOS ENTES PÚBLICOS Y PRIVADOS, ASÍ COMO PARA LOS PARTICULARES, POR LO QUE SI TIENE PROBLEMAS PARA LA RECEPCIÓN DE ESTE DOCUMENTO Y APLICACIÓN DE SUS EFECTOS LEGALES, SIRVASE COMUNICARLO AL CENTRO DE ASISTENCIA AL USUARIO, Teléfonos. 2211-1161 / 2211-1162.

ESTIMADO USUARIO, EL REGISTRO NACIONAL LE INDICA QUE EL VALOR DE LA PRESENTE CERTIFICACION FUE ESTABLECIDO POR LA JUNTA ADMINISTRATIVA EN LA SUMA DE DOS MIL CUATROCIENTOS OCHENTA Y DOS COLONES CON CINCUENTA CENTIMOS MAS LOS TIMBRES RESPECTIVOS; NINGUNA PERSONA FISICA O JURIDICA PUEDE VARIAR ESE VALOR.

EMITIDA A TRAVES DEL PORTAL DE SERVICIOS DIGITALES Y CON DATOS CONSULTADOS A UNA REPLICA OFICIAL DE LA BASE DE DATOS DEL REGISTRO NACIONAL, A LAS 10 HORAS 12 MINUTOS Y 21 SEGUNDOS, DEL 14 DE FEBRERO DE 2013. PODRA SER VERIFICADA EN EL SITIO www.rnpdigital.com DENTRO DE LOS SIGUIENTES 15 DIAS NATURALES.

- Page 23 of 23 -

- CREDITOR's initials _____ - DEBTOR's initials _____ - FIDUCIARY's initials _____ -

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 3:19 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Court Order
Attachments: Dickson Guaranty Judgment Order, 9 10 14.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 12, 2014 8:49 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Attached is the recent federal court Order granting Edwards Family Partnership its Judgment against Dickson under his Guaranty.

Charles



**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

**EDWARDS FAMILY PARTNERSHIP, LP AND
BEHER HOLDINGS TRUST**

PLAINTIFFS

v.

NO. 3:13-CV-587-CWR-LRA

WILLIAM D. DICKSON

DEFENDANT

ORDER

This matter is before the Court on Plaintiffs Edwards Family Partnership, LP's and Beher Holding Trust's Motion for Partial Summary Judgment. Docket No. 14. Defendant William Dickson responded in opposition, Docket No. 19, to which Plaintiffs have submitted a rebuttal, Docket No. 20. The Court held oral arguments on this and other motions, and the matter is now ready for review.

I. Factual Background and Procedural History

This case arises from a separate suit where Community Home Financial Services (CHFS) and its President, William D. Dickson, filed a breach of contract lawsuit in the Hinds County Chancery Court against Behar Holdings Trust (BHT) and Edwards Family Partnership, LP (EFP) in February 2012. That lawsuit was subsequently removed to this Court. In that case, EFP and BHT asserted counterclaims against Dickson seeking to hold Dickson personally liable based on two personal guaranties of certain promissory notes executed by CHFS.

In May 2012, CHFS filed for bankruptcy, which resulted in an automatic stay of the counterclaims against CHFS. CHFS and Dickson filed an adversary proceeding in the bankruptcy court seeking to determine the amount CHFS owes and the amount of Dickson's personal liability. In a March 2013 order, this Court found that the bankruptcy stay did not apply

to counterclaims against Dickson and those counterclaims were severed. *See Cmty. Home Fin. Servs., Inc. v. Edwards Family P'ship, LLP*, 3:12-CV-252-CWR-LRA, 2013 WL 1336505 (S.D. Miss. Mar. 29, 2013). The counterclaims discussed in *Cmty. Home Fin. Servs., Inc. v. Edwards Family P'ship, LLP*, are the subject of this suit.

A. The Original Loan Agreement

On September 25, 2006, CHFS, which was in the business of owning and servicing consumer loans, executed a loan agreement with The Rainbow Group, Ltd. (Rainbow), under which Rainbow agreed to advance up to \$10,000,000 to CHFS for the purchase of consumer loans. *See* Exhibit B, Docket No. 14-2, at 22-3. These consumer loans were assigned to Rainbow as collateral for the loan agreement. Dickson signed the loan agreement as an officer for CHFS and, individually, as a personal guarantor of CHFS's debt owed to Rainbow. *See* Exhibit A, Docket No. 14-1, at 253 (Dickson's Trial Transcript) (where Dickson testified that he is guarantor of the loan). That same day, CHFS issued a promissory note to Rainbow, which provides that CHFS would pay back the principal amount (with interest) advanced to it by Rainbow under the original loan agreement. *See* Exhibit C, Docket No. 14-3 (2006 Promissory Note). Dickson also signed the promissory note as CHFS's President, and as a personal guarantor. *Id.* at 4; *see also* Dickson's Trial Transcript, at 269.

B. The Amended Agreement

On August 10, 2010, the original loan agreement was amended by separate agreements to increase CHFS's credit line from \$10,000,000 to \$16,000,000, and to assign and divide it between two lenders, BHT and EFP. Docket Nos. 14-4 (BTH Loan Agreement) & 14-5 (EFP Loan Agreement). BHT loaned \$12,000,000 to CHFS under its agreement and EFP agreed to loan CHFS \$4,000,000. Under both amended agreements, the terms of the original loan

agreement remained the same. *Id.* Dickson signed these agreements and testified to its validity. *Id.*; *see also* Dickson's Trial Transcript, at 271.

CHFS also executed two commercial loan notes and lines of credit in the amount of \$12,000,000 payable to BHT and \$4,000,000 payable to EFP. Docket Nos. 14-6 (BHT Note) & 14-7 (EFP Note). Dickson signed these notes on behalf of CHFS as President and as personal guarantor. *Id.* Additionally, Dickson signed two separate guaranty agreements as "a continuing guaranty of [his] Guaranteed Obligations under the Loan Documents."¹ *See* Exhibit H, Docket No. 14-8 (BHT Guaranty) & Exhibit I, 14-9 (EFP Guaranty).

According to Dickson, CHFS made payments under the terms of the original loan agreements, the amended agreements, and the BHT and EFP notes until October 2011. Dickson's Trial Transcript, at 286. Dickson has testified that CHFS breached the loan agreement by stopping payments. *Id.* at 308. On January 20, 2012, EFP and BHT sent demand letters to CHFS requesting it to meet certain conditions of default on the BHT and EFP notes by January 31, 2012, or face acceleration of the loan maturity. Docket Nos. 14-10 (BHT Letter) & 14-11 (EFP Letter). CHFS never made any more payments and, on August 1, 2013, the BHT and EFP notes matured. In the current suit, Plaintiffs seek to recover the amounts due on these notes for which Dickson personally guaranteed.

II. Standard of Review

Summary judgment is appropriate when "the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). "Once the moving party has initially shown that there is an absence of evidence to support the non-moving party's cause, the non-movant must come forward with specific facts showing a

¹ Both guaranty agreements contained language in which the Guarantor waived all defenses.

genuine factual issue for trial.” *TIG Ins. Co. v. Sedgwick James of Washington*, 276 F. 3d 754, 759 (5th Cir. 2002) (citations and quotation marks omitted).

The Court must “view the evidence and draw reasonable inferences in the light most favorable to the non-movant.” *Maddox v. Townsend and Sons, Inc.*, 639 F. 3d 214, 216 (5th Cir. 2011) (citation omitted). “Conclusional allegations and denials, speculation, improbable inferences, unsubstantiated assertions, and legalistic argumentation do not adequately substitute for specific facts showing a genuine issue for trial.” *TIG Ins. Co.*, 276 F. 3d at 759 (citing *SEC v. Recile*, 10 F. 3d 1093, 1097 (5th Cir. 1993)).

Because this case is proceeding in diversity, the applicable substantive law is that of the forum state, Mississippi. *Capital City Ins. Co. v. Hurst*, 632 F. 3d 898, 902 (5th Cir. 2011); *Smith v. Goodyear Tire & Rubber Co.*, 495 F. 3d 224, 228 (5th Cir. 2007). State law is determined by looking to the decisions of the state’s highest court. *St. Paul Fire and Marine Ins. Co. v. Convalescent Services, Inc.*, 193 F. 3d 340, 342 (5th Cir. 1999).

III. Discussion

The sole issue presented on Plaintiffs’ motion for partial summary judgment is whether Dickson is personally liable for CHFS’s default of the BHT and EFP loans by reason of a purported contract of guaranty. After careful review of the record evidence, the Court finds that Dickson can be held individually liable to BHT and EFP based on the personal guarantees he executed.

Because the foundation of Plaintiffs’ claims is rooted in contract, the contract sought to be enforced must be valid and the court must construe and enforce the contract as made. *Rotenberry v. Hooker*, 864 So. 2d 266, 270 (Miss. 2003). “The elements of a valid contract are: ‘(1) two or more contracting parties, (2) consideration, (3) an agreement that is sufficiently definite, (4)

parties with legal capacity to make a contract, (5) mutual assent, and (6) no legal prohibition precluding contract formation.” *Id.* (citation omitted).

Here, Dickson signed his name on the original loan document, the amended loan documents, and both promissory notes to EFP and BHT with a handwritten notation of his corporate capacity and, separately, in his individual capacity as personal guarantor. He also signed a guaranty agreement which acted as a continuing guaranty for the previous notes. Dickson testified that he is the guarantor of the loans, which also referenced him as personal guarantor to the loan agreements entered into by CHFS.

Under Mississippi law, “[t]he person claiming under the guaranty has the burden of showing that the debt whose recovery is sought falls within the contractual terms and that all conditions upon the guarantor’s liability have occurred.” *See EAC Credit Corp. v. King*, 507 F.2d 1232, 1236 (5th Cir. 1975) (citation omitted). A “court is obligated to enforce a contract executed by legally competent parties where the terms of the contract are clear and unambiguous.” *Merchants & Farmers Bank v. State ex rel. Moore*, 651 So.2d 1060, 1061 (Miss. 1995). The language of each agreement clearly establishes Dickson’s liability in his individual capacity to the notes. Dickson has further testified that once CHFS stopped making payments on its loans in October 2011, it violated the terms of the agreement. As of August 1, 2013, pursuant to the promissory notes and loan agreements Dickson signed, the unpaid balance was in default.

The language of the notes and guarantees are clear and unambiguous. Thus, CHFS may be held liable to the unpaid debt and—as guarantor—so is Dickson. The Court only rules that the guaranty agreement sought to be enforced upon Dickson by EFP and BHT is valid and that

Dickson is bound legally to the terms stated therein. Thus, the amount to be recovered under the EFP and BHT notes is an issue that must be determined.²

Because the interest on the principal amount is to be calculated pursuant to Schedules of the Loan and Security Agreements, Plaintiffs shall provide appropriate affidavits detailing the full amount of principal and interest owed through the date of entry of this Order.³ If Dickson disputes those calculations, he shall present any counter affidavit setting forth the amount he contends is owed under the guaranty. After receipt of this information, the Court may hold a hearing for the purpose of determining the amount owed by Dickson.

Plaintiff shall file their affidavits no later than September 20, 2014, and Dickson, if he chooses, may submit counter-affidavits within ten days of Plaintiffs' submission but no later than September 30, 2014.

SO ORDERED AND ADJUDGED, this the 10th day of September, 2014.

s/ Carlton W. Reeves
UNITED STATES DISTRICT JUDGE

² This Order also moots the following motions: Plaintiffs' Motion to Strike Dickson's Affirmative Defenses, Docket No. 33.; Plaintiffs' Motion for Leave to File Supplemental Briefs, Docket No. 36; Plaintiff's Motion to Expedite Relief, Docket No. 40.

³ Plaintiffs may choose to file new affidavits or they may supplement the Affidavit of Martha Edwards Borg, *see* Docket No. 14-13, which Plaintiffs produced in support of their Motion for Partial Summary. Consequently, the Court denies Defendant's motion to strike her affidavit. *See* Docket No. 21.

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 3:05 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Costa Rica

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 12, 2014 10:02 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

Hi Charles,

I will be sending the land lords info in an hour or so when he gets in his office. I want to get his email as well as the phone numbers. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur

San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 3:16 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Costa Rica my Land Lord

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 12, 2014 1:35 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

The days are all good I just talk to the lawyer. I will call ya tonight. Can you please call Richard and introduce yourself. Thanks

I will have so more good news for you later today.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 12, 2014 1:22 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Please check what days the attorney, landlord, etc will be available.

I will be at 410-366 2299 and could talk anytime this evening.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Fri, Sep 12, 2014 2:50 pm

Subject: Re: Costa Rica my Land Lord

That works for me. Can we do a call for a few min. let me know when I can call you.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 12, 2014 12:09 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I am trying to arrange a trip to San Jose when you would have time to meet, review the CHFS computers and Dickson's property. I also need to meet with Dickson's former attorney. It might be a good idea to meet with your landlord as well. If time permits, I will show you the San Jose commercial lots we intend to sell.

Could you let me know as soon as possible what times you, Dickson's attorney, your landlord (and anyone else you think I should meet) would be available from 1 PM, Wed Sep 24 to noon, Sat Sep 27?

If those dates don't work, another possibility is from 8 AM, Thurs Sep 18 to noon on Mon, Sep 22.

I will hold off calling your landlord until I hear from you on availability. It will be more convincing if Mr. Nace knows when I am coming to San Jose.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Fri, Sep 12, 2014 12:45 pm

Subject: Costa Rica my Land Lord

Hi Charles,

My land Lord is Richard Nace he own the building also has the knee brace company.

His phone number is 506- 2282- 9476 and 8885-3535.email casanace@ice.co.cr

my rent is \$2,500 a month power and internet around \$1,000.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 3:21 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: landlord

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, September 13, 2014 9:01 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I will available today 11 to 12:30 and most of the time thereafter. If I go out it will only be for an hour or so.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Sat, Sep 13, 2014 10:43 am
Subject: Re: landlord

Sorry I had no internet at home last night back on now so let me know a good time to call. Thanks
Good news

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan

costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 12, 2014 8:04 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I talked with Richard Nace. I explained we were working together on a new loan collection business. He agreed to hold off for now, but wants a payment schedule. I said I would be talking with you tonight and we would come up with a payment plan over the next few days. I will be home tomorrow and we can continue our conversation then.

Charles

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:05 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Butch

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, September 25, 2014 6:31 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Great news! If you can print and forward a couple of examples, I can get the check off to you.

-----Original Message-----

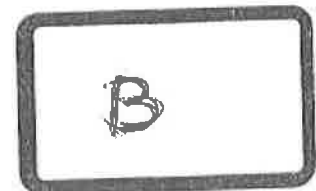
From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Thu, Sep 25, 2014 8:14 pm
Subject: Re: Butch

Jackpot I will send you some info tomorrow he is burning all the files on dvd now. I tried to call ya but your phone goes VM. I should be able to UPS everything tomorrow as well.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica



On Thursday, September 25, 2014 2:05 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

If you are able to access, please print, scan and e-mail a couple of statements from the computer. I will mail the check.

My address is:
Charles C. Edwards
3907 Greenway
Baltimore, Md 21218

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Thu, Sep 25, 2014 2:29 pm
Subject: Re: Butch

he is working on it now needed to get the right system to hack into this thing give me your address so I can UPS.
Nothings easy

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, September 25, 2014 11:52 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Were your IT guys successful?
Able to track down "accountant" in CA ?

Charles

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:10 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Done Jackpot

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 26, 2014 5:28 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Well I will be sending DHL in the morning buddy there is a load of stuff from 09 till the last deal done here. It will take you days to look at it you will be very happy.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica



Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:11 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: DHL Shipping form
Attachments: DHL Shipping info 001.tif

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, September 29, 2014 1:24 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

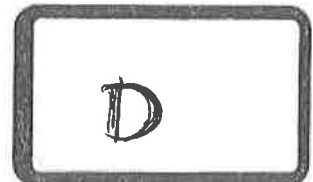
Hi Charles,

They were closed Saturday so I shipped today. What a shocker !!

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica



Capital San Jose

San Jose
COSTA RICA
8832-9676

BALTIMORE
ESTADOS UNIDOS 21218
UNITED STATES OF AMERICA
410-366-2299

Shipment Details

Date of Shipment : 9/29/2014
Air Waybill Number : 2263771871
Service Type : WPX
Number of Pieces : 1
Total Weight : 0.5 kgs.
Volumetric Weight : 0.0

International Information

Declared Value : USD 1.00

Additional Services Selected

Insurance service

Billing Information

Billed Account : 693077891
Payment Type : Shipper Pays

Reference Information

Reference : Paquete

Description of Contents

Paquete

Piece ID	Piece Length	Piece Width	Piece Height
JD0144452354460001701	0.0 cm(s).	0.0 cm(s).	0.0 cm(s).

Factura # 20150567

\$ 33,967⁰⁰ — ~~\$~~ 70.00

x Michal M...

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:16 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Bank Wire Info Bank of America

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, October 3, 2014 10:47 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I will be in and out from 2 PM (EST) to 9 PM. Please call at your convenience.

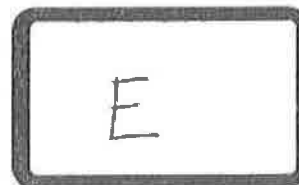
Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Fri, Oct 3, 2014 12:39 pm
Subject: Re: Bank Wire Info Bank of America

pk I will find the number. Let me know when you have 10 min. to talk I will call ya. Thanks

Look forward to your reply
Thank you in advance for your time Mike Meehan 011-506-883676 Cellular Skype # crmeehan
costaricarealestatehunter.com (Real Estate) Advanced Communications SA (Call Centers)



Central Office
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, October 2, 2014 2:08 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike, Bank of America was not reliable to send your wire. They require an IBAN number for your bank. As soon as you can let me know the IBAN number, they will send the wire. Charles

----- Original Message -----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Mon, Sep 29, 2014 3:27 pm
Subject: Bank Wire Info Bank of America

Hope all goes well for ya this week. Thanks

Look forward to your reply
Thank you in advance for your time Mike Meehan 011-506-8832-9676 Cellular Skype # crmeehan
costaricarealestatehunter.com (Real Estate) Advanced Communications SA (Call Centers)

Central Office
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:23 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: files

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, October 6, 2014 1:51 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Hi Charles,

The I.T. guy will come in and go through and open all the files I would like to have you talk with him when you have a few min.

Let em know when I can call you. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica



Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:28 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Files, Lawyer, IT guy

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, October 8, 2014 5:09 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

will do, Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, October 8, 2014 5:07 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,



I am available, but no need to call unless your IT consultant has a reason to do so. Please forward via e-mail or CDs any of the reports he is able to open (OR) send me instructions as to how to open them from here if that is possible.

Bank of America told me they worked out a way around the IBAN number and could send you the wire tomorrow morning.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Tue, Oct 7, 2014 9:00 pm
Subject: Re: Files, Lawyer, IT guy

no worries, I can put you on the speaker in the office tomorrow night be 7pm your time if you would like. if there is anything else you might think of let me know. Have a good night you work horse.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Tuesday, October 7, 2014 6:44 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I had my Spine Consultation clinic all day today as I do every Tuesday. I operate Wed AM, after which I will call the bank and ask that they call your bank to coordinate the wire transfer. If this does not get resolved quickly, I will simply mail you a check.

If your IT guy thinks it would be useful to talk with me I expect to be available by 5 PM.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Tue, Oct 7, 2014 6:25 pm
Subject: Files, Lawyer, IT guy

Hi Charles,

I will be going to the Lawyers at 9:30 tomorrow

The IT. guy will be in the office at 5pm to open files I have the ones you gave me

The Bank said the wire inst are good the IBAN number is for Europe banks so it will not work for central america. They gave me a number for you to have the bank call if they are confused. 011-506-2295- 9898

I know you are busy but if you have time for any calls let me know. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:30 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Butch

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, October 11, 2014 12:42 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

I will check on the wire Monday teaching my son to ride his bike today.

The IT guy is going through the files should have news on Monday. Lots of stuff to go through. If file are not the ones we want I have a idea. Lets see what he gets.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, October 11, 2014 11:00 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:



Mike,

Did you receive the first wire?

Was your IT guy able to open the loan files?

What is the next step toward acquiring the information?

Charles

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:31 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Files

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

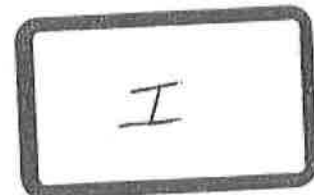
On Tuesday, October 14, 2014 4:00 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

are you around IT guy is here again your looking for the payment files.
he has no idea what the other files you said are
Most of the disc is NTUSER files, either BLF or REGTRANS.
I cannot open them. What program do you use to open them?

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica



Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:33 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: butch files

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Tuesday, October 14, 2014 9:44 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Hi Charles,

If you would like me to help you go through some of the files let me know a good time to call you. I have looked at a bunch of them there is a lot of good stuff in there. Use the link below to view the files.

<https://www.dropbox.com/s/y3kftenuwx4krl8/Butch.zip?dl=0>

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7



Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:32 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Butch Files

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Tuesday, October 14, 2014 8:44 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San José Costa Rica

On Tuesday, October 14, 2014 4:57 PM, Alberto Teran O. <ateran@gmail.com> wrote:

Butch Files.

<https://www.dropbox.com/s/y3kftenuwx4krl8/Butch.zip?dl=0>

Alberto Teran O.
Sent with Sparrow

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:37 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: files

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, October 15, 2014 5:55 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

sound good I will call ya.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, October 15, 2014 5:28 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I will be available this evening from 8 - 9:30 PM EST. If I do not answer, it is probably because I did not hear the phone ring, so just call back awhile later.



I opened almost all of the files on the 2 discs. Most of the second disc repeats sections of the first disc. Unfortunately, I can locate no loan servicing files. Specifically, I can find no spreadsheets that show monthly payments, current balance with date, etc. Further, there are no copies of loan documents or servicing information (Promissory Notes, mortgages, phone logs, etc).

The only conclusion I can draw is that the loan servicing was not done on this computer. One of the documents lists "new passwords." For loan servicing I suspect the employees logged into a cloud or off-site server, perhaps using the listed passwords to access the loan servicing files that we need. The best way to get into the server they were using is to bring in one of the former employees to show you how they accessed the loan servicing files in order to record payments, etc.

Did you get the first payment? I agreed to send the second thousand if I was able to find any useful information. Certainly some of the information on the CDs will find a use. I will use the same wiring instructions for the second payment if the first one worked.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Wed, Oct 15, 2014 6:46 pm
Subject: files

Can you talk tonight like to tell you what I found maybe we can go through some of this together. Let me know if you have time I will call you.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:40 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: doc

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, October 17, 2014 1:09 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

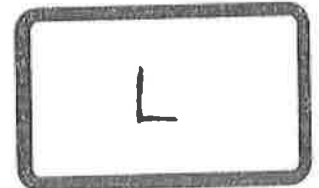
ok great, I am moving forward on what we talked about. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, October 17, 2014 12:54 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:



Mike,

Don't worry about sending the document. I found the 900 item on one of the pages I printed; I just missed it the first time I looked.

The second wire should arrive this afternoon.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Fri, Oct 17, 2014 2:10 pm
Subject: doc

I cant get the doc to attach I am going to have to find it in the file and give you the location so you can pull it up.
when I try to attach it it want to send the whole file.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:56 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Time for a quick call

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 14, 2014 12:07 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I called a couple of times, but just get 'voice mail.'
I will be available for the rest of the day at 410-366 2299

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Fri, Nov 14, 2014 9:29 am
Subject: Re: Time for a quick call

you can call me on my cell

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)



Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, November 13, 2014 11:20 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Great, heading to the beach in the morning I will call ya.

Look forward to your reply

Thank you for your time in advance Mike Meehan 011-506-8832-9676 Cellular Skype # crmeehan
costaricarealestatehunter.com (Real Estate) Advanced Communications SA (Call Centers)

Central Office
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, November 13, 2014 4:43 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

My ke, I am at home this evening and will be available after Also returning from the hospital on Friday 10 a.m. acerca. I will be around all weekend as well. I will be arriving on the evening of Dec 3 and departing from Costa Rica on the afternoon of December 9. I will be staying at the Radison Hotel in downtown San Jose. Charles

----- Original Message -----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Wed, November 12, 2014 8:54 pm

Subject: Time for a quick call

Look forward to your reply

Thank you for your time in advance Mike Meehan 011-506-8832-9676 Cellular Skype # crmeehan
costaricarealestatehunter.com (Real Estate) Advanced Communications SA (Call Centers)

Central Office

First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:58 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: tomorrow talk

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, November 19, 2014 4:44 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

ok let me make some call tomorrow and give you an update

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, November 19, 2014 4:14 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I will be available all day tomorrow, Thursday.
Let me know what times would be convenient for you and the attorneys and if you prefer that I call or await their calls.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Tue, Nov 18, 2014 11:38 pm

Subject: tomorrow talk

Hi
I fell a sleep on the couch after work and just woke up was a long day but I have 2 Lawyers to talk with let me know a good time to talk after 5pm. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 7:11 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Lawyer.info

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 28, 2014 5:41 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 28, 2014 5:40 PM, Mike Meehan <crmeehan@yahoo.com> wrote:



Hi Charles,

I don't know if Jose is off our side he is very nice but has some CR flake going on they just don't move fast . I think we will do just fine and we will get all the loans Jose has as well. The lawyer will be sending you email this weekend.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 28, 2014 5:20 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Thanks for arranging the call with Daniel Romero. I will begin assembling documents and bring them for his review. Let me know if there are any specific documents that would be especially helpful.

Can you get a list of the mortgages and other investments that attorney Jose Martinez prepared for Dickson? Is he still willing to help us reclaim stolen funds or is he backing off? If he is still on our side I would like to set up a meeting with him between December 6 evening to Dec 8 AM.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>; Daniel Romero Gonzalez <romerod@hotmail.com>
Sent: Fri, Nov 28, 2014 4:14 pm
Subject: Lawyer info

Mike, about your inquiries, this is how it works.

Requirements.- For a judgment, order a matter of judgment, award or abroad take effect in the country, must meet the following requirements:

- 1) Which are properly authenticated.
- 2) That the defendant has been summoned, represented or declared rebel, under the law of the country of origin, and who has been legally notified of the judgment, auto matter of judgment or award.
- 3) That the alleged claim is non-competition of the Costa Rican courts.
- 4) That does not exist in Costa Rica pending process, not a final judgment rendered by a Costa Rican court, which produces res judicata.
- 5) That are enforceable in the country of their origin.
- 6) That is not contrary to public policy.

Seizure of property and other actions.- If it is a writ of attachment or performance of services-citations-, obtaining proofs or other proceedings ordered by foreign courts or arbitrators, will always be filled out if not contrary to the provisions of stated above.

In the case of attachment is not necessary to give the audience that is established in the following paragraph, simply confirmation that was notified of the order on which it has ordered the warrant, and that has had sufficient time to here assert their rights.

If the commandment refer to actions, once put exequatur will be processed as if BE MADE by a Costa Rican court or arbitrator.

Competent court and procedure: The execution of judgments, orders a matter of judgment and awards, as well as seizure orders, subpoenas, testing and other actions, delivered by foreign courts be asked before the SALA PRIMERA Supreme Court of Justice.

In the case of judgments, orders a matter of judgment and ruling upon translation of the execution, unless it abides in Spanish, audience will be given to the party against whom it is directed, within ten days, up which shall decide what appropriate.

This ruling will be no appealable.

If compliance, it will be communicated by certification to the court of the place in which is domiciled convicted in the judgment, auto matter of judgment or award, to be executed in accordance.

If the debtor has no registered address in the Republic, the court that shall have jurisdiction is the one chosen by the creditor, in which case it may apply to the court the confiscation of property of the debtor in accordance with the provisions stated above.

DR

Show message history

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To

CC

- ccegse@aol.com []" id="yui_3_16_0_1_1417206958651_21135" style="width: 107px;"/>
-

Message Body

Look forward to your reply

Thank you for your time in advance

Mike Meehan

011-506-8832-9676 Cellular

Skype # crmeehan

costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)

Office Central

First Floor, Building 7

Sabana Sur

San Jose Costa Rica

Show message history

Send

[]

Look forward to your reply

Thank you for your time in advance

Mike Meehan

011-506-8832-9676 Cellular

Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 7:07 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Lawyer

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, November 26, 2014 6:21 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

4 PM Friday is fine.

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Wed, Nov 26, 2014 6:50 pm
Subject: Re: Lawyer

the lawyer said Friday 4:00 pm est. your time, will that work for you?

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, November 26, 2014 4:53 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

you too buddy

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, November 26, 2014 4:48 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Happy Thanksgiving to you !

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Wed, Nov 26, 2014 5:22 pm
Subject: Re: Lawyer

Yes some do, I gave the Lawyer your phone and email I will have him let you know the time.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, November 26, 2014 4:06 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

What time should I call or expect a call?
If you would like me to call, let me know the number.

Do people celebrate Thanksgiving in Costa Rica?

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Wed, Nov 26, 2014 4:47 pm

Subject: Lawyer

Hi Charles,

The Lawyer found a few things out would like to talk with you Friday afternoon if you have time. Let em know

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 7:09 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Doc from US Charles Edwards

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 28, 2014 3:40 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Tuesday, November 25, 2014 11:49 AM, Daniel Romero <romerod@hotmail.com> wrote:

Mike, about your inquiries, this is how it works.

Requirements.- For a judgment, order a matter of judgment, award or abroad take effect in the country, must meet the following requirements:

- 1) Which are properly authenticated.
- 2) That the defendant has been summoned, represented or declared rebel, under the law of the country of origin, and who has been legally notified of the judgment, auto matter of judgment or award.
- 3) That the alleged claim is non-competition of the Costa Rican courts.
- 4) That does not exist in Costa Rica pending process, not a final judgment rendered by a Costa Rican court, which produces res judicata.
- 5) That are enforceable in the country of their origin.
- 6) That is not contrary to public policy.

Seizure of property and other actions.- If it is a writ of attachment or performance of services- citations-, obtaining proofs or other proceedings ordered by foreign courts or arbitrators, will always be filled out if not contrary to the provisions of stated above.

In the case of attachment is not necessary to give the audience that is established in the following paragraph , simply confirmation that was notified of the order on which it has ordered the warrant, and that has had sufficient time to here assert their rights.

If the commandment refer to actions, once put exequatur will be processed as if BE MADE by a Costa Rican court or arbitrator.

Competent court and procedure: The execution of judgments, orders a matter of judgment and awards, as well as seizure orders, subpoenas, testing and other actions, delivered by foreign courts be asked before the SALA PRIMERA Supreme Court of Justice.

In the case of judgments, orders a matter of judgment and ruling upon translation of the execution, unless it abides in Spanish, audience will be given to the party against whom it is directed, within ten days, up which shall decide what appropriate.

This ruling will be no appealable.

If compliance, it will be communicated by certification to the court of the place in which is domiciled convicted in the judgment, auto matter of judgment or award, to be executed in accordance.

If the debtor has no registered address in the Republic, the court that shall have jurisdiction is the one chosen by the creditor, in which case it may apply to the court the confiscation of property of the debtor in accordance with the provisions stated above.

DR

From: romerod@hotmail.com
Subject: Re: Doc from US Charles Edwards
Date: Tue, 25 Nov 2014 06:36:46 -0600
To: crmeehan@yahoo.com

Hi Mike, do you know any of this two persons

WANDA ["DIRECTORES"]
WELBORN

KENNETH
O'STEEN

Both appear as partners of butch in a corporation in panama...

Lic. Daniel Romero G.
Gerente
Cel. +506 8392-0272

El 24/11/2014, a las 14:43, Mike Meehan <crmeehan@yahoo.com> escribió:

This is the guy that needs Lawyers and here is the Judgment order.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

<Dickson Guaranty Judgment Order, 9 10 14 (1).pdf>

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 7:12 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: trip appointments

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, November 29, 2014 11:10 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

Wii do I will set everything up on Monday.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 28, 2014 6:47 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,



Can you set appointments for me (specific days & times) and provide contact information for:

1. Attorney Jose Martinez (to review the mortgages and other transactions he did for Butch) and enlist his help in reclaiming stolen assets.
2. Chad, the appraiser used by Butch (to get information on the properties Butch had him appraise to mortgage or purchase) along with his help.
3. Attorney Daniel Romero
4. Anyone else you think can help us locate Dickson assets in Costa Rica.

The best times for these appointments would be:

Dec 5 - after 7 PM

Dec 6 - after 5 PM

Dec 7 - any time

Dec 8 - anytime, but I prefer the earlier dates if possible.

Thanks,
Charles

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:30 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Jose Martinez

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Tuesday, December 2, 2014 4:17 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

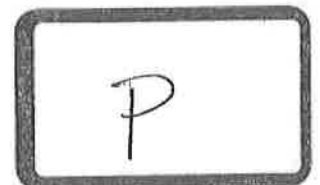
Trust- co is the company
We have a meeting on Monday with him he said he will help Daniel but it is a conflict because he is a part of trust-
co.
Daniel want to meet Friday Dec. 5th after 7pm that is your first date available.
The good news is we can meet at your hotel I live a few blocks away.
I know you are coming tomorrow if you want to hook up and meet I am available, phone 8832-9676
Have a good flight

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, December 1, 2014 9:25 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:



Mike,

I found Daniel's note on certification in my spam. Thanks for calling it to my attention.

What is the name of the "trust" that Jose "is a part of" ?
I gather he is not ready to "switch sides." Is he still willing to help us track down Dickson loans, properties and other assets?

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Mon, Dec 1, 2014 6:34 pm
Subject: Re: Jose Martinez

We have Monday morning with Jose and Daniel will go with us Jose said it is a conflict of interest to take the case because he is a part of trust co. but will indirectly help Daniel.

The full name of Daniel Romero Gonzalez

also did you see the email Daniel sent on a simple way to get a paper cert.

If you would like to talk let me know I will be home all night and in the office all day tomorrow so any time is good for me.

Look forward to your reply

Thank you for your time in advance Mike Meehan 011-506-8832-9676 Cellular Skype # crmeehan
costaricarealestatehunter.com (Real Estate) Advanced Communications SA (Call Centers)

Central Office
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 28, 2014 7:03 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Is the attorney attached the one WHO Worked for Butch?

I can not locate a listing for Daniel Romero. Do you have the rest of His Name or Know Where I is listed?

Charles

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:33 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: meeting

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, December 6, 2014 8:28 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

Well you must have had another long one do you have time today did not here from you the lawyers are ready to meet, Can you give me a call and let me know.8832-9676

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, December 5, 2014 9:28 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

ok I have things set up and a way to move forward. Good luck on your day.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, December 5, 2014 9:15 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

see attachment

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Fri, Dec 5, 2014 5:47 am
Subject: meeting

Hi Charles,

Just checking are we meeting tonight after 7pm

Trust- co is the company
We have a meeting on Monday with him he said he will help Daniel but it is a conflict because he is a part of trust-
co.
Daniel want to meet Friday Dec. 5th after 7pm that is your first date available.
The good news is we can meet at your hotel I live a few blocks away.
I know you are coming tomorrow if you want to hook up and meet I am available. phone 8832-9676
Have a good flight

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:35 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, December 7, 2014 12:16 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:34 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: got hold of Chad call me

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, December 7, 2014 4:02 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:40 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Butch news clip click the link

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, December 7, 2014 6:44 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

He sure looks the part - kinda like a maniac.

See you at 7:45

CCE

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Sun, Dec 7, 2014 3:12 pm
Subject: Butch news clip click the link

<http://www.msnewsnow.com/story/25256199/miss-man-pleads-not-guilty-in-bankruptcy-fraud>

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)

Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:45 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Bank Wire Info

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, December 27, 2014 9:30 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I am now catching up on e-mails. The trip to Costa Rica and preparations for my 26 family member Christmas set me back a couple of weeks

I have not received downloads from the two computers we found in your office. Do you have them?

Did you get a new key and have a good trip to the beach?

I did not know about any freeze on Butch's mortgages or accounts. That is important information. I would like to know just who or what has a freeze on which accounts and mortgages?

We have not made much progress on property prices because our Cloutier "partners" have clamed-up since we threatened litigation against them for breach of our partnership agreement. Nevertheless, I think we will be able to get some prices and sale agreements for you over the next few weeks.

I will be available most of the day today and on Sunday if there is anything we should discuss.

Charles



-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Wed, Dec 17, 2014 3:24 pm
Subject: Re: Bank Wire Info

Hi Charles,

The computer guy will be here tomorrow to download the 2 hard drive
The lock guy we have to drive him down and back then we will have a key and go back on our own.
Internet is up and working
on your properties we did not find the prices
I have some interest in the San Jose house and lots I will show them next week also need a contact for the house to
get inside.
If you have time tomorrow lets talk let me know a good time to call I found out that there is a freeze on butch loans and
bank acct. form the lawyers they called me .

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, December 10, 2014 2:47 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Great i will get on it.

Also I really think you should talk to Daniel and Jerry cause they may give you a different look at a few things they
also have some info you may or may not be getting. Let me know I will set up a call.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, December 10, 2014 2:26 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I wired the \$1,000 to your account so you will be able to accomplish 3 things ASAP:

1. Download to CD information in hard drive of one container computer and one call center computers,
2. Condo rental and document search
3. Fiber optic cable hook-up to start student loan marketing.

I enjoyed our conversations and was glad to meet Ian.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Tue, Dec 9, 2014 10:22 pm

Subject: Bank Wire Info

Hope you had a good flight.

Look forward to your reply

Thank you for your time in advance

Mike Meehan

011-506-8832-9676 Cellular

Skype # crmeehan

costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)

Office Central

First Floor, Building 7

Sabana Sur

San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 9:05 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: My Lots

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, February 9, 2015 4:42 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

here is what Jose wrote me today after I wrote him read what he said.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, February 9, 2015 4:30 PM, "jmartinez@rebattoorneys.com" <jmartinez@rebattoorneys.com> wrote:

Good afternoon Mike,



Please remember that anything related to this specific Trust Contract must be addressed directly with Trustco (since Trustco is the fiduciary). Now, my advise would be to have the Borrower (in this case a legal representative of Phalanfin) be the one to place the formal inquiry at Trustco, so that Trustco's legal department can determine the process to follow. This process to follow is of extreme relevance, due to the fact that as you already know, there is an open investigation by the CR Public Prosecutor's office related to Dickson.

My regards,

Jose

----- Original Message -----

Subject: My Lots

From: Mike Meehan <crmeehan@yahoo.com>

Date: Mon, February 09, 2015 12:06 pm

To: Jose_Alejandro_Martinez <jmartinez@rebattorneys.com>, Daniel Romero Gonzalez <romerod@hotmail.com>

Hi Jose,

I am getting desperate I have a guy to help me with my lots can you talk with him. Daniel Romero Gonzalez is his name. Thanks

Look forward to your reply

Thank you for your time in advance

Mike Meehan

011-506-8832-9676 Cellular

Skype # crmeehan

costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)

Office Central

First Floor, Building 7

Sabana Sur

San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 9:09 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Fwd: Report on Willian Dickson

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 8:02 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, February 14, 2015 9:34 AM, Daniel Romero <romerod@hotmail.com> wrote:

Fyi

Lic. Daniel Romero G.
Gerente
Cel. +506 8392-0272

Inicio del mensaje reenviado:

De: ccegse@aol.com
Fecha: 13 de febrero de 2015, 13:36:36 GMT-6
Para: romerod@hotmail.com
Asunto: Re: Report on Willian Dickson

Daniel,

Thank you for this important information. Yes, I would like you to learn as much as you can about the Dickson investigation and the specific assets (mortgages, companies, bank accounts) that have been siezed. Also, will the assets be paid over to the victims (my companies), the FBI or to whom?

Charles

-----Original Message-----

From: Daniel Romero <romerod@hotmail.com>
To: ccegse <ccegse@aol.com>
Cc: crmeehan <crmeehan@yahoo.com>
Sent: Tue, Feb 10, 2015 1:08 pm
Subject: RE: Report on Willian Dickson

Good afternoon Mr. Edwards, this morning I had a long conversation with the fiduciary of the loans that Mr. Dickson granted, finally I was told the truth everybody is trying to hide.

As we speak there is an ongoing investigation by the Deputy Attorney of Economic Crimes, Tax and Money Laundering, this prosecutor office with the assistance of the ICD, required Trust Co. to surrender all of Mr. Dickson's assets, that they had under their control, which they did.

This prosecutor office wont disclose any information if I am not properly empowered in such proceedings, or at least have a authorization from you to do so.

This is not a set back for your interests, because you are a victim of his criminal conduct, and victims rights prevail over retribution to the federal government.

I also submitted some inquiries in Panama, and learned that Dickson has a corporation over there: PIRRANA, SA entry: 395692.

If you wish I can draft an authorization, which you will have to print, sign and send back to me scanned and by mail, so I can learn more about the under going investigation.

Respectfully,

Daniel Romero

Date: Fri, 6 Feb 2015 20:12:45 -0500
From: ccegse@aol.com
To: romerod@hotmail.com
Subject: Re: Report on Willian Dickson

Daniel,

Thanks for the report. It confirms the information I received from Gonzalo Gutierrez. Were you able to speak with Jose, Dickson's attorney, to learn on what basis both he and Nina said the bank accounts were "frozen?"

Charles Edwards

-----Original Message-----

From: Daniel Romero <romerod@hotmail.com>
To: ccegse <ccegse@aol.com>; crmeehan <crmeehan@yahoo.com>
Sent: Fri, Feb 6, 2015 6:29 pm
Subject: Report on Willian Dickson

Good afternoon Mr. Edwards, as promised yesterday attached you will find a document containing my findings.

As you know and Mike told you, most of the money invested in our country was thru loans, using the form of trust agreements, in such contracts neither his name or his corporations will appear in the public registry, because all appears under the name of the fiduciary or the debtor.

Its a good thing that Mike has that valuable information, because we can ask a judge to order those fiduciaries to hand over the debts.

Best wishes,

Daniel Romero

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 9:08 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: BIZ PLAN , TRAINING MANUAL, CONTRACT

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 8:07 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 7:56 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular



Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 7:55 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
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Skype # crmeehan
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On Thursday, March 12, 2015 7:53 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, February 11, 2015 11:46 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Tuesday, February 10, 2015 2:48 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Hi Charles,

Have you checked with RX Direct I did some checking with Cole parks and he said he can back it up with bank wires from the company to prove he is getting paid and said he would talk with you. Thanks

RX Direct pays by bank wires to Cole Parks. RX Direct will be paying me direct. Let me know I really would like to get this thing going I just talk to another guy he pulls in 50k a month. I think this is the real deal. Thanks

On another note I guess Jose and Frank the 2 lawyers that told me the Dickson stuff was froze up is true I guess you you need to give a lawyer a power of att. to get more info.

We should have a talk on the properties I have a sport book guy that is looking to buy big and wants to see all the properties. I told him things were tied up till March like to introduce you with them they have a broker that has done some checking and new of your partner Jack. I know the sport book guy has the money he just sold out for 200 M is what I am told. Wants to go on a ride to see things.

I know you busy let me know when we can do a quick call. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, February 6, 2015 9:05 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I checked out most of the pain ingredients. There is evidence that they can be absorbed through the skin, so the compounds probably do provide some local pain relief. Of course they do nothing to address the actual cause of pain.

On the other hand, I still do not understand how the business could afford to pay a call center over \$100 per prescription. I think it is important that you get to know Cole Parks (?) and learn exactly what is going on with his call center. I will also talk with a pharmacist about the insurance payment levels for similar compounds.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Wed, Feb 4, 2015 4:28 pm

Subject: Re: BIZ PLAN , TRAINING MANUAL, CONTRACT

Hi Charles,

Here are the answers to the questions the company would not give the list of the compound pharmacy they have contracted they worked hard to put there deal together. If you would like we can do a call and talk to them also the guy that I know cole parks is doing the program in costa rica doing 80.000 a month. we can talk to him also if you want cause I am going to have a beer with him tomorrow. I am very happy your trying to protect me I really think this is real. Thanks

1. What are the pain cream ingredients?

2. What doctors with what degrees located where "perscribe" the creams ?

compound pharmacist is one that specializes in mixing prescriptions with specific dosages, flavors, or supplements for special needs patients. This gives the patient a specialized medicine for a one-of-a kind solution. A veterinary pharmacist, one that specializes in animal medicines, is also adept at this type of work. If you are considering pursuing a career in compounding, this guide will get you started on the right path.

Get the Education:

- Take all undergraduate work needed to make your resume attractive to pharmacy programs. Your college advisor is a good place to start researching what courses are needed.
- Get accepted into an accredited pharmacy program. There are 2 to 4 year programs available with different degrees. Do your research and decide which you would like to pursue. Compounding classes are taught in pharmacy school and every pharmacist should have these basic skills in order to graduate and become licensed.

Get the Accreditation:

- Pass the tests to become a licensed pharmacist.

- In a chain pharmacy only 1-3% of the prescriptions are compounded, so if you are interested in becoming a compound pharmacist or a veterinary pharmacist you will need specific training.
- Obtain a position in a pharmacy that is a member of the Pharmacy Compounding Accreditation Board (PCAB), a voluntary program aimed at ensuring the safety of compounded medications.
- Maintain the high standards in the compounding process required by the PCAB.

Become a compound pharmacist by first getting the education required and then getting the training and accreditation needed to maintain the highest standards of compounding. Remember: you are seeking a career that requires the utmost care. The medications you will be compounding are those that people and animals depend on to maintain their quality of life

3. What compounding pharmacy, located where fills the prescription?

Pharmacists who practice in the 7,500 pharmacies that specialize in compounding services have generally had advanced training in compounding after they graduated from pharmacy school. No state currently requires a particular type of training, and no nationally recognized specialty exists for pharmaceutical compounding

4. Does both the doctor and the pharmacy bill the insurance company?

Only the Pharmacy bills

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, February 2, 2015 8:00 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I skimmed over the attached information. Here are some questions:

1. What are the pain cream ingredients?
2. What doctors with what degrees located where "prescribe" the creams ?
3. What compounding pharmacy, located where fills the prescription?
4. Does both the doctor and the pharmacy bill the insurance company?

My concern is that prescription pain patches and creams are not terribly expensive, so I do not see how the sellers could afford to pay \$600 initial commissions and subsequent monthly commissions in addition for each patient. Opportunities that sound too good to be true usually aren't.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Sun, Feb 1, 2015 9:48 pm
Subject: BIZ PLAN , TRAINING MANUAL, CONTRACT

Hi Charles,

Let me know if you have any questions and I am working with another call center here that is on this program they are doing \$ 80,000 a month been on the program 6 months. I will be sitting down with him next week to look at his web site and duplicate what he has the generate my own leads from marketing. Thanks

also on this program every call center I turn on to this program I get 10% of there total biz. I have 3 or 4 in mine but first I have to get rolling myself and know the program inside and out. I left that out of the biz plan it will be a month before I start my down lines. Just FYI

The web site things in detail.

[Rx Direct Sales Home](#)



Rx Direct Sales Home

Print Email

View on _____

Preview by Yahoo

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:02 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Payment

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 19, 2014 8:02 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Hi Charles,

Here is the email I got from Richards office I tried to give him \$2500 you will see they said no .

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica



On Wednesday, September 17, 2014 9:09 AM, Alberto Teran O. <ateran@credimovil.net> wrote:

Mike,

Did you make the payment of 7.5k yesterday via international wire transfer?
Please call me.

Alberto Terán O.

Gerente General
Credimóvil S.A.
Tel: 2203-2903
Fax: 2203-5119
www.credimovil.net

From: Alberto Teran O. [<mailto:ateran@credimovil.net>]
Sent: Tuesday, September 16, 2014 10:06 AM
To: 'Mike Meehan'
Cc: casanace@ice.co.cr; anace@orthomedcr.com
Subject: Payment

Hello Mike,

These are the international wire transfer instructions for you to pay this rent.

Beneficiario: Credimovil S.A.
Cuenta N.: 100-02-095-601033-9
Dirección: San Jose Costa Rica
Banco: Banco Nacional de Costa Rica
Dirección: San Jose Costa Rica.
SWIFT Code: BNCRCRSJ
Intl. Code: 01492

You told Alexander Nace and I last Friday in a very enthusiastic way that you had the money to pay the rent, however when I spoke to you this morning you gave me a figure of 2.5k. That figure is not acceptable.

At this stage we expect you to pay **7,500 USD** in the next 24 hours or we will have no choice but to ask you to please move out. We all like you very much as a person and have been supporting you to overcome your complicated and unfortunate mishap with your ex-partner, however a long time has passed and we need to receive payment. We can no longer wait.

July 17th to aug 17 th	2,500
August 17 th to sept 17 th	2,500
September 17 th to Oct 17 th	2,500
Total:	7,500

Please send me a copy of the transfer confirmation.

Regards,

Alberto Terán O.

Gerente General
Credimóvil S.A.
Tel: 2203-2903
Fax: 2203-5119
www.credimovil.net

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 5:59 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Costa Rica

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 19, 2014 7:41 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

I will call ya after 10 am today

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, September 18, 2014 6:34 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I am back home. Feel free to call any time between now and 9:30 EST tonight, or, tomorrow after I return home from the hospital about 10 AM.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Thu, Sep 18, 2014 4:51 pm

Subject: Re: Costa Rica

Let me know when you have a min. I will call ya

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, September 17, 2014 4:55 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

will do

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, September 17, 2014 1:35 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Hope it works! Let me know when you have confirmation.
I will be available all day tomorrow

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Tue, Sep 16, 2014 9:51 pm
Subject: Costa Rica

Hi Charles,

I am getting what we need tomorrow so just to let you know. Thanks

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:02 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Sound like your busy

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, September 19, 2014 12:44 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Things have settled down. Call at your convenience: 410-366 2299

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Fri, Sep 19, 2014 12:10 pm
Subject: Sound like your busy

The person I talk with said to call you tonight.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:41 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: let me know a good time to call

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, October 29, 2014 8:07 AM, "ccegse@aol.com" <ccegse@aol.com> wrote:

10:30 to 11:30 or anytime after 3 PM would be fine.

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Wed, Oct 29, 2014 9:51 am
Subject: let me know a good time to call

Look forward to your reply
Thank you for your time in advance

Mike Meehan
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Skype # crmeehan
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Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:46 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Hi, let me know when you have some time today I will call ya

Look forward to your reply
Thank you for your time in advance

Mike Meehan
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Skype # crmeehan
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Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, October 31, 2014 7:04 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Ok I will call tomorrow.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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San Jose Costa Rica

On Friday, October 31, 2014 1:49 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Good times are 4:30 to 6:00 and 7:00 to 9 PM.
It is now 3:50

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>

To: ccegse <ccegse@aol.com>

Sent: Fri, Oct 31, 2014 1:11 pm

Subject: HI, let me know when you have some time today I will call ya

Look forward to your reply

Thank you for your time in advance

Mike Meehan

011-506-8832-9676 Cellular

Skype # crmeehan

costaricarealestatehunter.com (Real Estate)

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First Floor, Building 7

Sabana Sur

San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:47 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Better time

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, November 7, 2014 8:01 AM, Mike Meehan <crmeehan@yahoo.com> wrote:

meeting has been put off till Monday Lawyer is on the coast and did not make it back today. drives me crazy

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Saturday, November 1, 2014 8:02 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I will be around until a dinner engagement at 6 PM; however, not always by the phone. If you prefer I can call you - just tell me about when would be convenient.

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Sat, Nov 1, 2014 5:28 pm
Subject: Re: Better time

I tried ya 2 times tonight so I will be around all day tomorrow at home football day so let me know when a good time to catch you.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Friday, October 31, 2014 1:50 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

I just remembered I have a conference call at 4:30, so after 5:00 is better.

-----Original Message-----

From: ccegse <ccegse@aol.com>
To: crmeehan <crmeehan@yahoo.com>
Sent: Fri, Oct 31, 2014 3:49 pm
Subject: Re: Hi, let me know when you have some time today I will call ya

Mike,

Good times are 4:30 to 6:00 and 7:00 to 9 PM.
It is now 3:50

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Fri, Oct 31, 2014 1:11 pm
Subject: Hi, let me know when you have some time today I will call ya

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular

Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

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Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 6:52 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Lawyer

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Monday, November 10, 2014 7:24 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

Since I am scheduled with spine patient consults all day on Tuesday, my availability time (ifat all) is very unpredictable. I expect to available after 7 PM on Tuesday, after 2 PM on Wednesday and all day on Thursday.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Mon, Nov 10, 2014 3:30 pm
Subject: Lawyer

The lawyer wants to meet at 12 your time tomorrow if you can do it. Sorry I know your busy on Tuesday but I can get the ball rolling and he can call you another time.Let em know

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)

Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Saturday, March 14, 2015 8:24 AM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Fwd: See attached

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, December 7, 2014 4:25 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

got it, Let em know if you want me to come buy to meet the Lawyer. I will change out of my work out stuff and shoot over.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, December 7, 2014 4:11 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

-----Original Message-----

From: James Edwards <james.r.edw@gmail.com>

To: Ccegse <Ccegse@aol.com>; ggutierrez <ggutierrez@ag-abogados.net>

Sent: Thu, Dec 4, 2014 3:14 pm

Subject: See attached

Dad,

The attached spreadsheet shows my best data at the bottom of the page

--
James Edwards
786-301-8006

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Saturday, March 14, 2015 8:26 AM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: got hold of Chad call me

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, December 7, 2014 4:02 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:55 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: This week appointments

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, February 1, 2015 8:55 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

1. I will set up a meeting with Daniel Romero the lawyer for Thursday or Friday .
2. will have the info on what the property is worth.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 8:58 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Lawyer call 6pm est Thursday the 5th

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 7:57 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 7:57 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular

Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, February 4, 2015 10:09 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

we will call you on are skype

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Wednesday, February 4, 2015 6:54 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

That is a good time. Is Daniel Romero going to call me or should I call him?

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Cc: Daniel Romero Gonzalez <romerod@hotmail.com>
Sent: Wed, Feb 4, 2015 5:06 pm
Subject: Lawyer call 6pm est Thursday the 5th

Charles,

Will this work for you.

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

Barber, Jeff

From: Mike Meehan <crmeehan@yahoo.com>
Sent: Thursday, March 12, 2015 9:11 PM
To: Johnson, Kristi; Barber, Jeff
Subject: Fw: Call today

Follow Up Flag: Follow up
Flag Status: Flagged

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Thursday, March 12, 2015 8:10 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, February 15, 2015 7:13 PM, Mike Meehan <crmeehan@yahoo.com> wrote:

Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Building 7
Sabana Sur
San Jose Costa Rica

On Sunday, February 15, 2015 7:02 PM, "ccegse@aol.com" <ccegse@aol.com> wrote:

Mike,

I will loan you \$10,000 to cover the first month of your Pain Cream Campaign on the following terms:

1. You will use all \$10,000 for the items listed on your budget for Feb except Management.
2. I will first wire \$5,000. You will scan and e-mail receipts for use of funds, whereupon I will will the second \$5,000 and you will send receipts for the remaining 8 expenses over \$250.
3. Starting 2 weeks after receipt of the first \$5,000, you will wire back on every Thursday 15% of all sale commissions received during the prior week until \$20,000 is returned.
4. If the Pain Cream Campaign fails to perform as expected and no more than \$5,000 has been returned by April 15, you will begin paying monthly interest on the balance. In that event, the loan fee will be \$5,000; the interest rate will be 2%/month from the beginning of the loan for the first 4 months, 3%/mo. for the next 4 months and 4% per month thereafter until the loan with interest is paid in full.
5. I will have the option to secure the loan with a second mortgage on your beach lots if no more than \$5,000 has been repaid by April 15, 2015.
6. If you perform under this loan I will provide additional financing to grow the business.

On the real estate, I am still waiting for a listing of comparable sales and asking prices for the Uraca commercial lots.

Think about this and let me know if the loan terms work for you. If acceptable, I will draw up a simple Note and, once signed, wire the funds.

Charles

-----Original Message-----

From: Mike Meehan <crmeehan@yahoo.com>
To: ccegse <ccegse@aol.com>
Sent: Sun, Feb 15, 2015 10:19 am
Subject: Call today

Hi Charles,

I know your busy you have time to do a quick call today. Thanks

I have 2 guys that are registering with me to see the properties.
Want to talk about the call center loan also I would like to start tomorrow

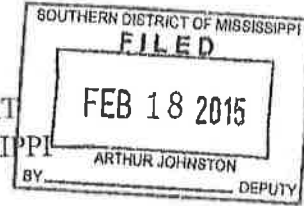
Look forward to your reply
Thank you for your time in advance

Mike Meehan
011-506-8832-9676 Cellular
Skype # crmeehan
costaricarealestatehunter.com (Real Estate)

Advanced Communications S.A. (Call Centers)
Office Central
First Floor, Bullding 7
Sabana Sur
San Jose Costa Rica

EXHIBIT “BB”

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION



UNITED STATES OF AMERICA

FIRST SUPERSEDING INDICTMENT

v.

CRIMINAL NO.: 3:14cr78TSL-FKB

WILLIAM DAVID DICKSON,
a/k/a Butch Dickson; and
COLBY DICKSON

18 U.S.C. § 371
18 U.S.C. § 152(1)
18 U.S.C. § 152(5)
18 U.S.C. § 1344
18 U.S.C. § 1341
18 U.S.C. § 1956(h)

The Grand Jury Charges:

At all times relevant to this indictment:

1. Community Home Financial Services, Inc. (CHFS) was a privately owned company engaged in the business of mortgage lending and servicing. CHFS's principal place of business was in the Southern District of Mississippi, located at 234 E. Capitol Street, Jackson, Mississippi, until on or about December 20, 2013.
2. The defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, was the President and Director of CHFS.
3. The defendant, **COLBY DICKSON**, was an employee of CHFS.
4. On or about May 23, 2012, CHFS filed for Bankruptcy in the United States Bankruptcy Court for the Southern District of Mississippi, in Chapter 11, Case No. 12-01703-EE. Defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** signed the Statement and Schedules for CHFS, swearing the information to be true.

5. The Bankruptcy Court exercised its authority over the assets of CHFS, including cash collateral and accounts receivables, and had expressly forbidden the use, expenditure or dissipation of any of the assets of CHFS without prior approval of the Bankruptcy Court.

6. Wells Fargo Bank was a financial institution, the accounts and deposits of which were insured by the Federal Deposit Insurance Corporation. Wells Fargo Bank was an organization whose normal activities took place in interstate and foreign commerce and which had an effect on interstate and foreign commerce.

7. Pursuant to Bankruptcy Court orders, several escrow accounts were held at Wells Fargo for the purpose of collecting and retaining the cash collateral of CHFS, for the benefit of its creditors. The relevant escrow accounts were:

ACCOUNT NAME	FOR THE PURPOSE OF:
CHFS Debtor In Possession operating account (DIP) ending in #9425	Paying court approved expenses of CHFS
EFP funds account ending in #9335	Funds subject to a dispute between CHFS and the Edward Family Partnership
BHT funds account ending in #9343	Funds subject to a dispute between CHFS and the Beher Holdings Trust

8. Banco Panemeno was a financial institution located in the country of Panama.

9. The defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, controlled an account at Banco Panemeno held in the name of the W.W. Warren Foundation.

10. The defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, operated and controlled a company named Victory Consulting Group, Inc. (VCG).

COUNT 1

11. Paragraphs one through ten of this indictment are re-alleged and incorporated herein by reference.

12. Beginning sometime in or around August, 2013, and continuing until in or about May, 2014, in Hinds County, in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COLBY DICKSON**, did knowing and willfully conspire with each other and with others known and unknown to the Grand Jury, to commit offenses against the United States as follows:

13. Concealment of Bankruptcy Assets in violation of Title 18, United States Code, Section 152(1); and

14. Fraudulently Receiving Property from a Debtor in violation of Title 18, United States Code, Section 152(5).

15. It was part of the conspiracy that the defendants would divert income from the Bankruptcy Trustee in relation to case number 12-01703-EE, styled "In the matter of Community Home Financial Services, Inc, Debtor," by causing mortgagees to send their monthly mortgage payments to addresses in Las Vegas, Nevada and in Miami, Florida instead of to the Bankruptcy Trustee in Jackson, Mississippi. The defendants would arrange for the diverted payments to be shipped to Costa Rica and Panama.

16. Once the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** endorsed the mortgage payment checks that had been diverted to him in Panama and Costa Roca, he would ship these checks back to the United States, where the defendant **COLBY DICKSON** and others known and unknown to the grand jury, would deposit those payments into bank accounts controlled by the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**.

17. It was also a part of the conspiracy that the defendants would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be

made to CHFS at either the Miami, Florida or Las Vegas, Nevada addresses, or via the CHFS website.

18. It was also a part of the conspiracy that the defendants would file documents with other bankruptcy courts directing those trustees to send payments due to CHFS at the Las Vegas, Nevada address, for the purpose of diverting those funds from the Bankruptcy Trustee in Jackson, Mississippi.

19. It was also a part of the conspiracy that approximately \$9,095,000 held in various escrow accounts at Wells Fargo bank for the benefit of the bankruptcy estate was transferred without the authority of the court to other bank accounts, foreign and domestic, controlled by one or more of the defendants.

20. In furtherance of the conspiracy and to carry out its objectives, the following overt acts were committed:

- a. In or around August, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to P.O. Box 27740, Las Vegas, Nevada.
- b. In or around December, 2013 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, established a call center located in Costa Rica to communicate with CHFS mortgagees. The employees of this call center would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be withheld until further notice, mailed to the Miami, Florida or Las Vegas, Nevada addresses, or submitted online at the CHFS website.
- c. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of

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creditor change of address with the Office of the Chapter 13 Trustee, in case number 11 B 32313, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

d. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 14678, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

e. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 27140, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

f. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 13 B 11549, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

g. On or about December 16, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor address change with the Office of the Chapter 13 Trustee, in case number 10-64582-PJS, for the United States Bankruptcy Court for the Eastern District of Michigan. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

h. On or about February 1, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, submitted a change of address form to the United States Postal Service via the internet, directing that all mail sent to the CHFS office in Jackson, Mississippi be forwarded to 8610 NW 72nd Street, #725, Miami, Florida.

i. In or around February, 2014 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to 8610 NW 72nd Street, #725, Miami, Florida.

j. On or about November 5, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$900,000.00 from the DIP operating account to HSBC Bank USA, and then to a Banco Panameno account held in the name of the W.W. Warren Foundation.

k. On or about November 12, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$795,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

l. On or about November 25, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$700,000.00 from the DIP operating account to a Wells Fargo account in the name of VICTORY CONSULTING GROUP, INC. (VCG).

m. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$3,500,000.00 from the EFP escrow account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

n. On or about December 19, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$1,200,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

o. On or about December 20, 2013, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to relocate its principal place of business from Jackson, Mississippi to Panama.

p. On or about January 6, 2014, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused approximately \$450,000.00 to be transferred via wire from a VCG Wells Fargo account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

q. On or about January 6, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, left the United States and traveled to San Jose, Costa Rica.

r. On or about January 13, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COMMUNITY HOME FINANCIAL SERVICES, INC.** entered into an equipment lease to acquire payment processing machines.

s. On or about February 10, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, corresponded with a CHFS mortgagee, and provided tax and payment history information to the customer via email.

t. On or about February 17, 2014, a CHFS mortgagee received a demand letter for an alleged past due mortgage payment from the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, directing the mortgagee to send the payment to 8610 NW 72nd Street, #725, Miami, Florida.

u. On or about February 20, 2014, an individual known to the grand jury, via email address briannichol13@aol.com, directed a CHFS mortgagee to send their mortgage payment to 8610 NW 72nd Street, #725, Miami, Florida.

v. From in or about January, 2014, and continuing to in or about March, 2014, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COLBY DICKSON**, would cause the transfer via common carrier and the United States mails, of payments from CHFS mortgagees, from Costa Rica and Panama to Jackson, Mississippi, and would cause those payments to be deposited into bank accounts controlled by the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, for the purpose of concealing those funds from the Bankruptcy Trustee. All in violation of Sections 371 and 2, Title 18, United States Code.

COUNTS 2-7

21. Paragraphs one through twenty of this indictment are re-alleged and incorporated herein by reference.

22. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, knowingly and fraudulently received from CHFS, Debtor, in the case filed May 23, 2012, under Title 11 of the United States Code and styled "In the matter of Community Home Financial Services, Inc., Debtor," Bankruptcy Docket No. 12-01703-EE, a material amount of property, that is approximately \$9,095,000 held in various bankruptcy escrow accounts, with intent to defeat the provisions of Title 11.

COUNT	DATE	APPROXIMATE AMOUNT	FROM	TO ACCOUNT
2	11/5/2013	\$900,000.00	CHFS DIP	W.W. Warren at Banco Panemeno
3	11/12/2013	\$795,500.00	CHFS DIP	W.W. Warren at Banco Panemeno
4	11/25/2013	\$700,000.00	CHFS DIP	VCG Wells Fargo
5	12/11/2013	\$3,500,000.00	EFP Escrow	W.W. Warren at Banco Panemeno
6	12/11/2013	\$2,000,000.00	BHT Escrow	W.W. Warren at Banco Panemeno
7	12/19/2013	\$1,200,000.00	CHFS DIP	W.W. Warren at Banco Panemeno

All in violation of Sections 152(5) and 2, Title 18, United States Code.

COUNTS 8-13

23. Paragraphs one through twenty-two of this indictment are re-alleged and incorporated herein by reference.

24. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi and elsewhere, the defendant, **WILLIAM DAVID**

DICKSON, a/k/a Butch Dickson, aided and abetted by others known and unknown to the grand jury, knowingly devised and executed a scheme and artifice to obtain funds under the custody or control of Wells Fargo Bank by means of materially false and fraudulent pretenses and representations, with intent to defraud the United States Bankruptcy Court for the Southern District of Mississippi and Wells Fargo Bank; to wit, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** would fraudulently cause funds to be transferred from Wells Fargo Bank to an account controlled by the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and held at Banco Panemeno, by directing Wells Fargo to conduct the following wire transfers, in order to conceal the location of the funds held in the three (3) escrow accounts described *supra* in paragraph seven (7), into the bank account he controlled at Banco Panemeno.

COUNT	DATE	APPROXIMATE AMOUNT	FROM	TO ACCOUNT
8	11/5/2013	\$900,000.00	CHFS DIP	W.W. Warren at Banco Panemeno
9	11/12/2013	\$795,500.00	CHFS DIP	W.W. Warren at Banco Panemeno
10	11/25/2013	\$700,000.00	CHFS DIP	VCG Wells Fargo
11	12/11/2013	\$3,500,000.00	FFP Escrow	W.W. Warren at Banco Panemeno
12	12/11/2013	\$2,000,000.00	BHT Escrow	W.W. Warren at Banco Panemeno
13	12/19/2013	\$1,200,000.00	CHFS DIP	W.W. Warren at Banco Panemeno

All in violation of Sections 1344 and 2, of Title 18 United States Code.

COUNTS 14-18

25. Paragraphs one through twenty-four of this indictment are re-alleged and incorporated herein by reference.

26. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID**

DICKSON, a/k/a Butch Dickson and COLBY DICKSON, aided and abetted by others known and unknown to the grand jury, devised a scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses and representations. It was part of the scheme and artifice that the defendants would divert income from the Bankruptcy Trustee in relation to case number 12-01703-BE, styled "In the matter of Community Home Financial Services, Inc, Debtor," by causing mortgagees to send their monthly mortgage payments to addresses in Las Vegas, Nevada and in Miami, Florida instead of to the Bankruptcy Trustee in Jackson, Mississippi. The defendants would arrange for the diverted payments to be shipped to Costa Rica.

27. It was also a part of the scheme and artifice that the defendants would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be made to CHFS at either the Miami, Florida or Las Vegas, Nevada addresses, or via the CHFS website.

28. It was also a part of the scheme and artifice that the defendants would file documents with other bankruptcy courts directing those trustees to send payments due to CHFS at either the Las Vegas or Miami addresses, for the purpose of diverting those funds from the Bankruptcy Trustee in Jackson, Mississippi.

29. Having devised the scheme and artifice to defraud described above, for the purpose of executing and attempting to execute the scheme, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, did knowingly and unlawfully cause to be delivered, on or about the dates set forth below, by mail matters according to the directions thereon to the persons and entities described below, the following matter:

COUNT	DATE	MAILING
14	12/11/2013	Change of Creditor Address mailed to U.S. Trustee in the Northern District of Illinois in reference to case number 12 B 14678.
15	12/11/2013	Change of Creditor Address mailed to U.S. Trustee in the Northern District of Illinois in reference to case number 12 B 27140.
16	12/11/2013	Change of Creditor Address mailed to U.S. Trustee in the Northern District of Illinois in reference to case number 13 B 11549.
17	12/16/2013	Notice of Creditor Address Change mailed to U.S. Trustee in the Eastern District of Michigan in reference to case number 10-64582-PJS.
18	2/17/2014	Letter mailed to a CHFS mortgagee demanding payment to 8610 NW 72 nd Street, #725, Miami, Florida.

All in violation of Sections 1341 and 2, Title 18, United States Code.

COUNT 19

30. Paragraphs one through twenty-nine of this indictment are re-alleged and incorporated herein by reference.

31. Beginning sometime in or around August, 2013, and continuing until in or around May, 2014, in Hinds County, in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, did knowingly combine, conspire, and agree with other persons known and unknown to the Grand Jury to commit offenses against the United States in violation of Section 1956, Title 18, United States Code, to wit:

32. To knowingly conduct and attempt to conduct financial transactions affecting interstate commerce and foreign commerce, which transactions involved property represented by a law enforcement officer to be the proceeds of specified unlawful activity, that is, possession with the intent to distribute a controlled substance, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of

the property believed to be the proceeds of specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, believed that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Section 1956(a)(3)(B), Title 18, United States Code.

33. The manner and means used to accomplish the objectives of the conspiracy included, among others, the following:

- a. In or around August, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to P.O. Box 27740, Las Vegas, Nevada.
- b. In or around December, 2013 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, established a call center located in Costa Rica to communicate with CHFS mortgagees. The employees of this call center would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be withheld until further notice, mailed to the Miami, Florida or Las Vegas, Nevada addresses, or submitted online at the CHFS website.
- c. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 11 B 32313, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

- d. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 14678, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.
- e. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 27140, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.
- f. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 13 B 11549, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.
- g. On or about December 16, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor address change with the Office of the Chapter 13 Trustee, in case number 10-64582-PJS, for the United States Bankruptcy Court for the Eastern District of

Michigan. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

- h. On or about February 1, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, submitted a change of address form to the United States Postal Service via the internet, directing that all mail sent to the CHFS office in Jackson, Mississippi be forwarded to 8610 NW 72nd Street, #725, Miami, Florida.
- i. In or around February, 2014 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to 8610 NW 72nd Street, #725, Miami, Florida.
- j. On or about November 5, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$900,000.00 from the DIP operating account to HSBC Bank USA, and then to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- k. On or about November 12, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$795,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- l. On or about November 25, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$700,000.00 from the DIP operating account to a Wells Fargo account in the name of VICTORY CONSULTING GROUP, INC. (VCG).

- m. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$3,500,000.00 from the EFP escrow account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- n. On or about December 19, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$1,200,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- o. On or about December 20, 2013, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to relocate its principal place of business from Jackson, Mississippi to Panama.
- p. On or about January 6, 2014, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused approximately \$450,000.00 to be transferred via wire from a VCG Wells Fargo account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- q. On or about January 6, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, left the United States and traveled to San Jose, Costa Rica.
- r. On or about January 13, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COMMUNITY HOME FINANCIAL SERVICES, INC.** entered into an equipment lease to acquire payment processing machines.
- s. On or about February 10, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, corresponded with a CHFS mortgagee, and provided tax and payment history information to the customer via email.

- t. On or about February 17, 2014, a CHFS mortgagee received a demand letter for an alleged past due mortgage payment from the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, directing the mortgagee to send the payment to 8610 NW 72nd Street, #725, Miami, Florida.
- u. On or about February 20, 2014, an individual known to the grand jury, via email address briannichol13@aol.com, directed a CHFS mortgagee to send their mortgage payment to 8610 NW 72nd Street, #725, Miami, Florida.
- v. From in or about January, 2014, and continuing to in or about March, 2014, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, would cause the transfer via common carrier and the United States mails, of payments from CHFS mortgagees, from Costa Rica and Panama to Jackson, Mississippi, and would cause those payments to be deposited into bank accounts controlled by the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, for the purpose of concealing those funds from the Bankruptcy Trustee.

All in violation of Section 1956(h) and 2, Title 18, United States Code.

COUNTS 20-25.

34. Paragraphs one through thirty-four of this indictment are re-alleged and incorporated herein by reference.

35. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, aided and abetted by others known and unknown to the grand jury, knowingly and fraudulently conceal property belonging to

CHFS, Docket No. 12-01703-EE, from the trustee charged with control of the debtor's property and from the creditors and the United States Trustee.

COUNT	CHECK DATE	DATE POSTED	PAYEE	ACCOUNT DEPOSITED INTO
20	2/6/2014	3/7/2014	Community Home Financial Service, Inc.	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
21	2/4/2014	3/7/2014	Community Home	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
22	2/3/2014	3/7/2014	Community Home Financial Services, Inc.	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
23	2/2/2014	3/7/2014	Community Home Financial	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
24	2/3/2014	3/7/2014	Community Home Financial	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
25	2/7/14	3/7/2014	Community Home Financial	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.

All in violation of Sections 152(1) and 2, Title 18 United States Code.

NOTICE OF INTENT TO SEEK CRIMINAL FORFEITURE

36. As a result of committing the offenses alleged in this Indictment, the defendants shall forfeit to the United States all property involved in or traceable to property involved in the offenses, including but not limited to all proceeds obtained directly or indirectly from the offenses, and all property used to facilitate the offenses. Further, if any property described above, as a result of any act or omission of the defendants: (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in value; or (e)

has been commingled with other property, which cannot be divided without difficulty, then it is the intent of the United States to seek a judgment of forfeiture of any other property of the defendants, up to the value of the property described in this notice or any bill of particulars supporting it.

All pursuant to Sections 981(a)(1)(C) and 982(a)(2), Title 18, United States Code and Section 2461, Title 28, United States Code.


GREGORY K. DAVIS
United States Attorney

A TRUE BILL:

Foreperson of the Grand Jury

This indictment was returned in open court by the foreperson or deputy foreperson of the grand jury on this the 18th day of February 2015.


UNITED STATES MAGISTRATE JUDGE

Case 3:14-cr-00078-TSL-FKB Document 25-1 Filed 02/18/15 Page 1 of 1

CRIMINAL CASE COVER SHEET

U.S. District Court
PLACE OF OFFENSE:

RELATED CASE INFORMATION:

CITY: JACKSON

SUPERSEDING INDICTMENT DOCKET # 3:14CR78TSL-FKB

COUNTY: HINDS

SAME DEFENDANT _____ NEW DEFENDANT

MAGISTRATE JUDGE CASE NUMBER _____

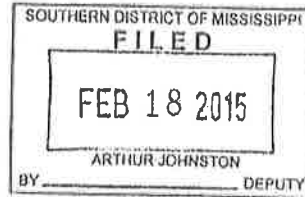
R 20/ R 40 FROM DISTRICT OF _____

DEFENDANT INFORMATION:

JUVENILE: YES NO

MATTER TO BE SEALED: YES NO

NAME/ALIAS: COLBY DICKSON



U.S. ATTORNEY INFORMATION:

AUSA J. SCOTT GILBERT

BAR # 102123

INTERPRETER: NO YES LIST LANGUAGE AND/OR DIALECT: _____

LOCATION STATUS: ARREST DATE _____

ALREADY IN FEDERAL CUSTODY AS OF _____

ALREADY IN STATE CUSTODY

ON PRETRIAL RELEASE

U.S.C. CITATIONS

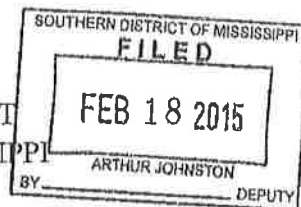
TOTAL # OF COUNTS: 13 PETTY MISDEMEANOR 13 FELONY

(CLERK'S OFFICE USE ONLY)	INDEX KEY/CODE	DESCRIPTION OF OFFENSE CHARGED	COUNT(S)
Set 1 18:371.F	18 USC § 371	Conspiracy	1
Set 2 18:1341.F	18 USC § 1341	Frauds and Swindles	14-18
Set 3 18:1956.F	18 USC § 1956(h)	Conspire to engage in money laundering or transactions involving the proceeds of specified unlawful activity	19
Set 4 18:152.F	18 USC § 152(1)&(2)	Concealment of assets; false oaths and claims; bribery	20-25

Date: 2-6-15

SIGNATURE OF AUSA:

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION



UNITED STATES OF AMERICA

FIRST SUPERSEDING INDICTMENT

v.

CRIMINAL NO.: 3:14cr78TSL-FKB

WILLIAM DAVID DICKSON,
a/k/a Butch Dickson; and
COLBY DICKSON

18 U.S.C. § 371
18 U.S.C. § 152(1)
18 U.S.C. § 152(5)
18 U.S.C. § 1344
18 U.S.C. § 1341
18 U.S.C. § 1956(h)

The Grand Jury Charges:

At all times relevant to this indictment:

1. Community Home Financial Services, Inc. (CHFS) was a privately owned company engaged in the business of mortgage lending and servicing. CHFS's principal place of business was in the Southern District of Mississippi, located at 234 E. Capitol Street, Jackson, Mississippi, until on or about December 20, 2013.
2. The defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, was the President and Director of CHFS.
3. The defendant, **COLBY DICKSON**, was an employee of CHFS.
4. On or about May 23, 2012, CHFS filed for Bankruptcy in the United States Bankruptcy Court for the Southern District of Mississippi, in Chapter 11, Case No. 12-01703-EE. Defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** signed the Statement and Schedules for CHFS, swearing the information to be true.

5. The Bankruptcy Court exercised its authority over the assets of CHFS, including cash collateral and accounts receivables, and had expressly forbidden the use, expenditure or dissipation of any of the assets of CHFS without prior approval of the Bankruptcy Court.

6. Wells Fargo Bank was a financial institution, the accounts and deposits of which were insured by the Federal Deposit Insurance Corporation. Wells Fargo Bank was an organization whose normal activities took place in interstate and foreign commerce and which had an effect on interstate and foreign commerce.

7. Pursuant to Bankruptcy Court orders, several escrow accounts were held at Wells Fargo for the purpose of collecting and retaining the cash collateral of CHFS, for the benefit of its creditors. The relevant escrow accounts were:

ACCOUNT NAME	FOR THE PURPOSE OF:
CHFS Debtor In Possession operating account (DIP) ending in #9425	Paying court approved expenses of CHFS
EFP funds account ending in #9335	Funds subject to a dispute between CHFS and the Edward Family Partnership
BHT funds account ending in #9343	Funds subject to a dispute between CHFS and the Beher Holdings Trust

8. Banco Panemeno was a financial institution located in the country of Panama.

9. The defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, controlled an account at Banco Panemeno held in the name of the W.W. Warren Foundation.

10. The defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, operated and controlled a company named Victory Consulting Group, Inc. (VCG).

COUNT 1

11. Paragraphs one through ten of this indictment are re-alleged and incorporated herein by reference.

12. Beginning sometime in or around August, 2013, and continuing until in or about May, 2014, in Hinds County, in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COLBY DICKSON**, did knowing and willfully conspire with each other and with others known and unknown to the Grand Jury, to commit offenses against the United States as follows:

13. Concealment of Bankruptcy Assets in violation of Title 18, United States Code, Section 152(1); and

14. Fraudulently Receiving Property from a Debtor in violation of Title 18, United States Code, Section 152(5).

15. It was part of the conspiracy that the defendants would divert income from the Bankruptcy Trustee in relation to case number 12-01703-EE, styled "In the matter of Community Home Financial Services, Inc, Debtor," by causing mortgagees to send their monthly mortgage payments to addresses in Las Vegas, Nevada and in Miami, Florida instead of to the Bankruptcy Trustee in Jackson, Mississippi. The defendants would arrange for the diverted payments to be shipped to Costa Rica and Panama.

16. Once the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** endorsed the mortgage payment checks that had been diverted to him in Panama and Costa Roca, he would ship these checks back to the United States, where the defendant **COLBY DICKSON** and others known and unknown to the grand jury, would deposit those payments into bank accounts controlled by the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**.

17. It was also a part of the conspiracy that the defendants would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be

made to CHFS at either the Miami, Florida or Las Vegas, Nevada addresses, or via the CHFS website.

18. It was also a part of the conspiracy that the defendants would file documents with other bankruptcy courts directing those trustees to send payments due to CHFS at the Las Vegas, Nevada address, for the purpose of diverting those funds from the Bankruptcy Trustee in Jackson, Mississippi.

19. It was also a part of the conspiracy that approximately \$9,095,000 held in various escrow accounts at Wells Fargo bank for the benefit of the bankruptcy estate was transferred without the authority of the court to other bank accounts, foreign and domestic, controlled by one or more of the defendants.

20. In furtherance of the conspiracy and to carry out its objectives, the following overt acts were committed:

- a. In or around August, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to P.O. Box 27740, Las Vegas, Nevada.
- b. In or around December, 2013 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, established a call center located in Costa Rica to communicate with CHFS mortgagees. The employees of this call center would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be withheld until further notice, mailed to the Miami, Florida or Las Vegas, Nevada addresses, or submitted online at the CHFS website.
- c. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of

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creditor change of address with the Office of the Chapter 13 Trustee, in case number 11 B 32313, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

d. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 14678, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

e. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 27140, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

f. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 13 B 11549, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

g. On or about December 16, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor address change with the Office of the Chapter 13 Trustee, in case number 10-64582-PJS, for the United States Bankruptcy Court for the Eastern District of Michigan. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

h. On or about February 1, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, submitted a change of address form to the United States Postal Service via the internet, directing that all mail sent to the CHFS office in Jackson, Mississippi be forwarded to 8610 NW 72nd Street, #725, Miami, Florida.

i. In or around February, 2014 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to 8610 NW 72nd Street, #725, Miami, Florida.

j. On or about November 5, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$900,000.00 from the DIP operating account to HSBC Bank USA, and then to a Banco Panameno account held in the name of the W.W. Warren Foundation.

k. On or about November 12, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$795,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

l. On or about November 25, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$700,000.00 from the DIP operating account to a Wells Fargo account in the name of VICTORY CONSULTING GROUP, INC. (VCG).

m. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$3,500,000.00 from the EFP escrow account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

n. On or about December 19, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$1,200,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

o. On or about December 20, 2013, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to relocate its principal place of business from Jackson, Mississippi to Panama.

p. On or about January 6, 2014, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused approximately \$450,000.00 to be transferred via wire from a VCG Wells Fargo account to a Banco Panameno account held in the name of the W.W. Warren Foundation.

q. On or about January 6, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, left the United States and traveled to San Jose, Costa Rica.

r. On or about January 13, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COMMUNITY HOME FINANCIAL SERVICES, INC.** entered into an equipment lease to acquire payment processing machines.

s. On or about February 10, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, corresponded with a CHFS mortgagee, and provided tax and payment history information to the customer via email.

t. On or about February 17, 2014, a CHFS mortgagee received a demand letter for an alleged past due mortgage payment from the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, directing the mortgagee to send the payment to 8610 NW 72nd Street, #725, Miami, Florida.

u. On or about February 20, 2014, an individual known to the grand jury, via email address briannichol13@aol.com, directed a CHFS mortgagee to send their mortgage payment to 8610 NW 72nd Street, #725, Miami, Florida.

v. From in or about January, 2014, and continuing to in or about March, 2014, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and **COLBY DICKSON**, would cause the transfer via common carrier and the United States mails, of payments from CHFS mortgagees, from Costa Rica and Panama to Jackson, Mississippi, and would cause those payments to be deposited into bank accounts controlled by the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, for the purpose of concealing those funds from the Bankruptcy Trustee. All in violation of Sections 371 and 2, Title 18, United States Code.

COUNTS 2-7

21. Paragraphs one through twenty of this indictment are re-alleged and incorporated herein by reference.

22. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi, the defendant, **WILLIAM DAVID DICKSON**, a/k/a **Butch Dickson**, knowingly and fraudulently received from CHFS, Debtor, in the case filed May 23, 2012, under Title 11 of the United States Code and styled "In the matter of Community Home Financial Services, Inc., Debtor," Bankruptcy Docket No. 12-01703-EE, a material amount of property, that is approximately \$9,095,000 held in various bankruptcy escrow accounts, with intent to defeat the provisions of Title 11.

COUNT	DATE	APPROXIMATE AMOUNT	FROM	TO ACCOUNT
2	11/5/2013	\$900,000.00	CHFS DIP	W.W. Warren at Banco Panemeno
3	11/12/2013	\$795,500.00	CHFS DIP	W.W. Warren at Banco Panemeno
4	11/25/2013	\$700,000.00	CHFS DIP	VCG Wells Fargo
5	12/11/2013	\$3,500,000.00	EFP Escrow	W.W. Warren at Banco Panemeno
6	12/11/2013	\$2,000,000.00	BHT Escrow	W.W. Warren at Banco Panemeno
7	12/19/2013	\$1,200,000.00	CHFS DIP	W.W. Warren at Banco Panemeno

All in violation of Sections 152(5) and 2, Title 18, United States Code.

COUNTS 8-13

23. Paragraphs one through twenty-two of this indictment are re-alleged and incorporated herein by reference.

24. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi and elsewhere, the defendant, **WILLIAM DAVID**

DICKSON, a/k/a Butch Dickson, aided and abetted by others known and unknown to the grand jury, knowingly devised and executed a scheme and artifice to obtain funds under the custody or control of Wells Fargo Bank by means of materially false and fraudulent pretenses and representations, with intent to defraud the United States Bankruptcy Court for the Southern District of Mississippi and Wells Fargo Bank; to wit, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** would fraudulently cause funds to be transferred from Wells Fargo Bank to an account controlled by the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and held at Banco Panemeno, by directing Wells Fargo to conduct the following wire transfers, in order to conceal the location of the funds held in the three (3) escrow accounts described *supra* in paragraph seven (7), into the bank account he controlled at Banco Panemeno.

COUNT	DATE	APPROXIMATE AMOUNT	FROM	TO ACCOUNT
8	11/5/2013	\$900,000.00	CHFS DIP	W.W. Warren at Banco Panemeno
9	11/12/2013	\$795,500.00	CHFS DIP	W.W. Warren at Banco Panemeno
10	11/25/2013	\$700,000.00	CHFS DIP	VCG Wells Fargo
11	12/11/2013	\$3,500,000.00	EFP Escrow	W.W. Warren at Banco Panemeno
12	12/11/2013	\$2,000,000.00	BHT Escrow	W.W. Warren at Banco Panemeno
13	12/19/2013	\$1,200,000.00	CHFS DIP	W.W. Warren at Banco Panemeno

All in violation of Sections 1344 and 2, of Title 18 United States Code.

COUNTS 14-18

25. Paragraphs one through twenty-four of this indictment are re-alleged and incorporated herein by reference.

26. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID**

DICKSON, a/k/a Butch Dickson and COLBY DICKSON, aided and abetted by others known and unknown to the grand jury, devised a scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses and representations. It was part of the scheme and artifice that the defendants would divert income from the Bankruptcy Trustee in relation to case number 12-01703-EE, styled "In the matter of Community Home Financial Services, Inc, Debtor," by causing mortgagees to send their monthly mortgage payments to addresses in Las Vegas, Nevada and in Miami, Florida instead of to the Bankruptcy Trustee in Jackson, Mississippi. The defendants would arrange for the diverted payments to be shipped to Costa Rica.

27. It was also a part of the scheme and artifice that the defendants would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be made to CHFS at either the Miami, Florida or Las Vegas, Nevada addresses, or via the CHFS website.

28. It was also a part of the scheme and artifice that the defendants would file documents with other bankruptcy courts directing those trustees to send payments due to CHFS at either the Las Vegas or Miami addresses, for the purpose of diverting those funds from the Bankruptcy Trustee in Jackson, Mississippi.

29. Having devised the scheme and artifice to defraud described above, for the purpose of executing and attempting to execute the scheme, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, did knowingly and unlawfully cause to be delivered, on or about the dates set forth below, by mail matters according to the directions thereon to the persons and entities described below, the following matter:

COUNT	DATE	MAILING
14	12/11/2013	Change of Creditor Address mailed to U.S. Trustee in the Northern District of Illinois in reference to case number 12 B 14678.
15	12/11/2013	Change of Creditor Address mailed to U.S. Trustee in the Northern District of Illinois in reference to case number 12 B 27140.
16	12/11/2013	Change of Creditor Address mailed to U.S. Trustee in the Northern District of Illinois in reference to case number 13 B 11549.
17	12/16/2013	Notice of Creditor Address Change mailed to U.S. Trustee in the Eastern District of Michigan in reference to case number 10-64582-PJS.
18	2/17/2014	Letter mailed to a CHFS mortgagee demanding payment to 8610 NW 72 nd Street, #725, Miami, Florida.

All in violation of Sections 1341 and 2, Title 18, United States Code.

COUNT 19

30. Paragraphs one through twenty-nine of this indictment are re-alleged and incorporated herein by reference.

31. Beginning sometime in or around August, 2013, and continuing until in or around May, 2014, in Hinds County, in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, did knowingly combine, conspire, and agree with other persons known and unknown to the Grand Jury to commit offenses against the United States in violation of Section 1956, Title 18, United States Code, to wit:

32. To knowingly conduct and attempt to conduct financial transactions affecting interstate commerce and foreign commerce, which transactions involved property represented by a law enforcement officer to be the proceeds of specified unlawful activity, that is, possession with the intent to distribute a controlled substance, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of

the property believed to be the proceeds of specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, believed that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Section 1956(a)(3)(B), Title 18, United States Code.

33. The manner and means used to accomplish the objectives of the conspiracy included, among others, the following:

- a. In or around August, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to P.O. Box 27740, Las Vegas, Nevada.
- b. In or around December, 2013 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, established a call center located in Costa Rica to communicate with CHFS mortgagees. The employees of this call center would falsely represent to CHFS mortgagees that CHFS was not in bankruptcy, and that all mortgage payments should be withheld until further notice, mailed to the Miami, Florida or Las Vegas, Nevada addresses, or submitted online at the CHFS website.
- c. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 11 B 32313, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

- d. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 14678, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.
- e. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 12 B 27140, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.
- f. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor change of address with the Office of the Chapter 13 Trustee, in case number 13 B 11549, for the United States Bankruptcy Court for the Northern District of Illinois. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.
- g. On or about December 16, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to submit by U.S. Mail a notice of creditor address change with the Office of the Chapter 13 Trustee, in case number 10-64582-PJS, for the United States Bankruptcy Court for the Eastern District of

Michigan. This creditor change of address instructed the Trustee to send all payments made to CHFS to P.O. Box 27740, Las Vegas, Nevada.

- h. On or about February 1, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, submitted a change of address form to the United States Postal Service via the internet, directing that all mail sent to the CHFS office in Jackson, Mississippi be forwarded to 8610 NW 72nd Street, #725, Miami, Florida.
- i. In or around February, 2014 the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to begin sending out mortgage statements with payment envelopes addressed to 8610 NW 72nd Street, #725, Miami, Florida.
- j. On or about November 5, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$900,000.00 from the DIP operating account to HSBC Bank USA, and then to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- k. On or about November 12, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$795,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- l. On or about November 25, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$700,000.00 from the DIP operating account to a Wells Fargo account in the name of VICTORY CONSULTING GROUP, INC. (VCG).

- m. On or about December 11, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$3,500,000.00 from the EFP escrow account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- n. On or about December 19, 2013, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused Wells Fargo Bank to transfer via wire approximately \$1,200,000.00 from the DIP operating account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- o. On or about December 20, 2013, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused CHFS to relocate its principal place of business from Jackson, Mississippi to Panama.
- p. On or about January 6, 2014, the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, caused approximately \$450,000.00 to be transferred via wire from a VCG Wells Fargo account to a Banco Panameno account held in the name of the W.W. Warren Foundation.
- q. On or about January 6, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, left the United States and traveled to San Jose, Costa Rica.
- r. On or about January 13, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson** and COMMUNITY HOME FINANCIAL SERVICES, INC. entered into an equipment lease to acquire payment processing machines.
- s. On or about February 10, 2014, the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, corresponded with a CHFS mortgagee, and provided tax and payment history information to the customer via email.

- t. On or about February 17, 2014, a CHFS mortgagee received a demand letter for an alleged past due mortgage payment from the defendant **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, directing the mortgagee to send the payment to 8610 NW 72nd Street, #725, Miami, Florida.
- u. On or about February 20, 2014, an individual known to the grand jury, via email address **briannichol13@aol.com**, directed a CHFS mortgagee to send their mortgage payment to 8610 NW 72nd Street, #725, Miami, Florida.
- v. From in or about January, 2014, and continuing to in or about March, 2014, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, would cause the transfer via common carrier and the United States mails, of payments from CHFS mortgagees, from Costa Rica and Panama to Jackson, Mississippi, and would cause those payments to be deposited into bank accounts controlled by the defendant, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson**, for the purpose of concealing those funds from the Bankruptcy Trustee.

All in violation of Section 1956(h) and 2, Title 18, United States Code.

COUNTS 20-25.

34. Paragraphs one through thirty-four of this indictment are re-alleged and incorporated herein by reference.

35. On or about the dates listed below, in Hinds County in the Northern Division of the Southern District of Mississippi and elsewhere, the defendants, **WILLIAM DAVID DICKSON, a/k/a Butch Dickson and COLBY DICKSON**, aided and abetted by others known and unknown to the grand jury, knowingly and fraudulently conceal property belonging to

CHFS, Docket No. 12-01703-EE, from the trustee charged with control of the debtor's property and from the creditors and the United States Trustee.

COUNT	CHECK DATE	DATE POSTED	PAYEE	ACCOUNT DEPOSITED INTO
20	2/6/2014	3/7/2014	Community Home Financial Service, Inc.	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
21	2/4/2014	3/7/2014	Community Home	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
22	2/3/2014	3/7/2014	Community Home Financial Services, Inc.	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
23	2/2/2014	3/7/2014	Community Home Financial	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
24	2/3/2014	3/7/2014	Community Home Financial	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.
25	2/7/14	3/7/2014	Community Home Financial	OmniBank Account #22484, held in the name of W.D. Dickson Enterprises Inc.


All in violation of Sections 152(1) and 2, Title 18 United States Code.

NOTICE OF INTENT TO SEEK CRIMINAL FORFEITURE

36. As a result of committing the offenses alleged in this Indictment, the defendants shall forfeit to the United States all property involved in or traceable to property involved in the offenses, including but not limited to all proceeds obtained directly or indirectly from the offenses, and all property used to facilitate the offenses. Further, if any property described above, as a result of any act or omission of the defendants: (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in value; or (e)

has been commingled with other property, which cannot be divided without difficulty, then it is the intent of the United States to seek a judgment of forfeiture of any other property of the defendants, up to the value of the property described in this notice or any bill of particulars supporting it.

All pursuant to Sections 981(a)(1)(C) and 982(a)(2), Title 18, United States Code and Section 2461, Title 28, United States Code.


GREGORY K. DAVIS
United States Attorney

A TRUE BILL:

Foreperson of the Grand Jury

This indictment was returned in open court by the foreperson or deputy foreperson of the grand jury on this the 18th day of February 2015.


Linda R. Anderson
UNITED STATES MAGISTRATE JUDGE

CRIMINAL CASE COVER SHEET

U.S. District Court
PLACE OF OFFENSE:

RELATED CASE INFORMATION:

CITY: JACKSON

SUPERSEDING INDICTMENT DOCKET # 3:14CR78TSL-FKB

SAME DEFENDANT NEW DEFENDANT _____

COUNTY: HINDS

MAGISTRATE JUDGE CASE NUMBER 3:14-MJ-00521-FKB

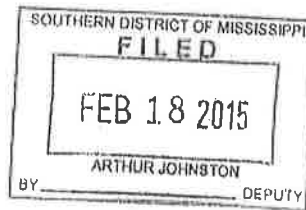
R 20/ R 40 FROM DISTRICT OF _____

DEFENDANT INFORMATION:

JUVENILE: ___ YES NO

MATTER TO BE SEALED: ___ YES NO

NAME/ALIAS: WILLIAM DAVID DICKSON A/K/A BUTCH DICKSON



U.S. ATTORNEY INFORMATION:

AUSA J. SCOTT GILBERT

BAR # 102123

INTERPRETER: NO ___ YES LIST LANGUAGE AND/OR DIALECT: _____

LOCATION STATUS: ARREST DATE 3/19/2014

ALREADY IN FEDERAL CUSTODY AS OF 3/19/2014

___ ALREADY IN STATE CUSTODY

___ ON PRETRIAL RELEASE

U.S.C. CITATIONS

TOTAL # OF COUNTS: 25 ___ PETTY ___ MISDEMEANOR 25 FELONY

(CLERK'S OFFICE USE ONLY)	INDEX KEY/CODE	DESCRIPTION OF OFFENSE CHARGED	COUNT(S)
Set 1 <u>18:371.F</u>	<u>18 USC § 371</u>	<u>Conspiracy</u>	<u>1</u>
Set 2 <u>18:152.F</u>	<u>18 USC § 152(5)</u>	<u>Concealment of assets; false oaths and claims; bribery</u>	<u>2-7</u>
Set 3 <u>18:1344.F</u>	<u>18 USC § 1344</u>	<u>Bank Fraud</u>	<u>8-13</u>
Set 4 <u>18:1341.F</u>	<u>18 USC § 1341</u>	<u>Frauds and Swindles</u>	<u>14-18</u>
Set 5 <u>18:1956.F</u>	<u>18 USC § 1956(b)</u>	<u>Conspire to engage in money laundering or transactions involving the proceeds of specified unlawful activity</u>	<u>19</u>
Set 6 <u>18:152.F</u>	<u>18 USC § 152(1)&(2)</u>	<u>Concealment of assets; false oaths and claims; bribery</u>	<u>20-25</u>

Date: 2-6-15

SIGNATURE OF AUSA: