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5 *Attorneys for Kevin T. O'Halloran,
Trustee of the ML Liquidating Trust*

6 UNITED STATES BANKRUPTCY COURT
7 DISTRICT OF ARIZONA

8 In re:

No. 2-08-bk-07465-RJH

9 MORTGAGES LTD.,

CHAPTER 11

10 Debtor.

**EMERGENCY MOTION TO
PRECLUDE TESTIMONY**

11
12 Kevin T. O'Halloran, Trustee of the ML Liquidating Trust, respectfully moves this
13 Court to preclude FTI Consulting, Inc. ("FTI") from using any testimony from Christine
14 Zahedi ("Ms. Zahedi") and Chris Olson ("Mr. Olson"). FTI's counsel contacted Ms.
15 Zahedi and Mr. Olson (both former officers and/or directors of Mortgages, Ltd.) outside
16 of the presence of Mortgages Ltd.'s counsel and engaged in impermissible *ex parte*
17 communications regarding the substance of FTI's Fee Application (and the objections
18 thereto). As former employees/agents of Mortgages Ltd., Ms. Zahedi and Mr. Olson's
19 acts or omissions may be imputed to the company. For this reason, Arizona law forbids
20 such *ex parte* contacts and requires this Court to preclude FTI from calling Ms. Zahedi
21 and Mr. Olson as witnesses at the hearing on FTI's Fee Application scheduled for January
22 27, 2010.

23 **MEMORANDUM OF POINTS AND AUTHORITIES**

24 **I. FACTUAL BACKGROUND**

25 Ms. Zahedi was deposed on January 19, 2010, in connection with the upcoming
26

1 hearing on FTI's Fee Application. Mr. Olson was deposed on January 21, 2010. The
2 transcripts from those depositions were not made available to undersigned counsel until
3 Friday, January 22, 2010.¹ As part of the bankruptcy, Mortgages, Ltd. was renamed ML
4 Servicing. The Liquidating Trust is the sole shareholder of ML Servicing. As such, the
5 Directors of the Liquidating Trust serve as the Directors of ML Servicing, and Kevin
6 O'Halloran, as Trustee of the Liquidating Trust serves as President of ML Servicing. ML
7 Servicing holds the privilege that was held by Mortgages, Ltd. Both Ms. Zahedi and Mr.
8 Olson are former, high-level employees and agents of ML Servicing (the reorganized
9 Debtor.) As such, FTI's counsel could not ethically discuss substantive issues with either
10 Ms. Zahedi or Mr. Olson in an *ex parte* setting. Yet, that is exactly what transpired here.

11 Ms. Zahedi

12 Ms. Zahedi formerly served as Chief Operating Officer (COO) for Mortgages Ltd.
13 At her deposition, Ms. Zahedi conceded that, in advance of her deposition, she met with
14 FTI's counsel, at counsel's offices, in order to prepare. (See Zahedi Transcript (rough
15 draft) (relevant portions of which are attached hereto as Ex. A) at pp. 5-7, 20, 22-23).²
16 The discussion went beyond mere logistics for scheduling the deposition, but instead went
17 *directly* to FTI's fee application:

18 Q: Okay. What did you [and Mr. Schian] talk about yesterday?

19 A: We reviewed what to anticipate today in the deposition.

20 Q: Okay. What did he say that you should anticipate in the deposition?
21

22 ¹ Undersigned counsel was not present at the depositions. In order to save on attorneys'
23 fees and avoid redundancy and duplication of efforts, ML Manager, LLC ("ML
24 Manager") and the Trustee appropriately have coordinated their efforts in preparing for
25 the hearing on FTI's Fee Application. As part of that coordinated strategy and through a
26 joint-defense agreement, ML Manager and its attorneys at Fennemore Craig have taken
the lead role in pursuing the objections to the FTI Fee Application. As a result,
Fennemore Craig, and not undersigned counsel, was present for the subject depositions.

² For ease of reference, citations to the deposition transcripts (rough drafts) are to the page
numbers at the very bottom of the transcript pages, and not the internal page references.

1 A: We just went through my declaration and what processes I had done to
2 review the FTI bills.

3 Q: Other than going through your declarations and what processes you had
4 done to review the FTI bills, did you talk about anything else?

5 A: We had conversations related to the FTI fee application. I really can't say
6 specifically. I mean, it was a conversation.

7 * * * * *

8 Q: Okay. Anything else that you can remember about your discussion with Mr.
9 Schian yesterday other than going through your declaration and the processes you
10 used to review the bills?

11 A: No. I mean, it was all specifically related to the bills.

12 Q: Any specifics about the bills that you remember discussing with him?

13 A: One of the things that I know we talked about was I gave him as an example
14 of part of our review in talking about the timing of FTI hadn't submitted their bills
15 yet, and so at what point in time would I review categorically where they were at in
16 invoicing and then subsequently splitting the fee application.

17 (*Id.* at pp. 6-7). Moreover, not only did counsel engage in substantive *ex parte*
18 communications with the company's former COO, counsel also accepted documents
19 directly from Ms. Zahedi outside of the formal discovery process:

20 Q: Okay. Have you provided any documents to Mr. Schian or Mr. Walker?

21 A: I have.

22 Q: What did you provide them?

23 A: I printed off all of my e-mails and everything that was still on my computer,
24 and I gave it to Mr. Schian because I didn't know if there was anything in there that
25 was information that I shouldn't be turning over to you. So Mr. Schian has that,
26 and I have a copy of it in my office as well.

(*Id.* at 22). It is not clear whether the information provided included any attorney-client
privileged communications.

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Mr. Olson

Mr. Olson formerly served as CFO and as a member of the Board of Directors for Mortgages Ltd. He too admitted to *ex parte* communications with counsel for FTI prior to his deposition specifically regarding the substance of the dispute over FTI's Fee Application. (See Olson Transcript (rough draft) (relevant portions of which are attached hereto as Ex. B) at pp. 11-16).

Q: How many times have you met with Mr. Schian or somebody from his office?

A: I think just once, I believe. I think just the one time last Saturday.

* * * * *

Q: You understand that Mortgages, Ltd. was renamed and the entity that was Mortgages, Ltd. still exists, but is called now ML Servicing; is that correct?

[Mr. Schian: Objection to form and foundation.]

A: That is my belief, yes.

Q: And you are a former employee of Mortgages Ltd.?

A: Correct.

* * * * *

Q: What did you [and Mr. Schian] talk about?

A: We talked about what was my interaction with FTI, a little bit about my background, my history at the company, the different – I guess the role that I took on as the director. Pretty much those types of questions. I guess if those are substantive, then those would be the questions.

Q: Did he ask you whether or not you had authorized FTI's work?

A: Yes.

Q: Did he ask you whether or not you knew the scope of what FTI was doing?

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A: Yes.

(*Id.* at 12-13).

II. LEGAL ARGUMENT

The local rules of procedure state that “[t]he ‘Rules of Professional Conduct’ as set forth in Rule 42 of the Rules of the Supreme Court of the State of Arizona, shall apply to attorneys admitted to practice before the United States District Court for the District of Arizona.” LR 1.6(d). Ethical Rule 4.2 provides that “[i]n representing a client, a lawyer shall not communicate ***about the subject of the representation*** with a party the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law to do so.” (Emphasis provided). The comment to ER 4.2 states that, in the case of organizations, the rule forbids communication with “***any other person*** whose act or omission in connection with that matter may be imputed to the organization for purposes of civil or criminal liability or whose statement may constitute an admission on the part of the organization.” Comment, ER 4.2 (emphasis provided).

Moreover, Arizona law expressly provides that counsel may not have *ex parte* contact with a former employee of the opposing party if the acts or omissions of the former employee give rise to the underlying litigation. *Lang v. Superior Court*, 170 Ariz. 602, 607, 826 P.2d 1228, 1233 (App. 1992). This law has been affirmatively adopted in the District Court. *Kaiser v. Amer. Telephone & Telegraph*, 2002 WL 1362054, at *6 (D. Ariz. Apr. 5, 2002). The appropriate sanction for counsel’s violation of ER 4.2 is to preclude the offending party from offering the witness’ testimony. *See Richards v. Holsum Bakery, Inc.*, 2009 WL 3740725, at *7 (D. Ariz. Nov. 5, 2009); *see also Styles v. Ceranski*, 185 Ariz. 448, 453, 916 P.2d 1164, 1169 (App. 1996) (excluding testimony when contact with witness “went beyond the permissible scope of scheduling a

1 deposition” and “touched upon substantive testimony”).

2 **III. CONCLUSION**

3 Ms. Zahedi and Mr. Olson are former officers and/or directors of Mortgages Ltd.
4 (now reorganized ML Servicing). The *ex parte* communications by FTI’s counsel were
5 not authorized and were in breach of ER 4.2. As a result, FTI should not be permitted to
6 rely upon the testimony of either Ms. Zahedi or Mr. Olson’s at the upcoming hearing.
7

8 DATED this 25th day of January, 2010.

9 STRADLEY RONON STEVENS &
10 YOUNG, LLP

11 By /s/ Michael D. O’Mara
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19 *Trustee of the ML Liquidating Trust*
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CERTIFICATE OF SERVICE

I, Nicholas M. Orloff, certify, that on January 25, 2010, I electronically transmitted the attached documents to the Clerk’s Office, using the CM/ECF System for filing, which transmitted a Notice of Electronic Filing to the parties in interest via the Court’s ECF System, and also served a copy of the documents on the following parties via e-mail:

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/s/Nicholas Orloff
Nicholas Orloff

EXHIBIT A

Zahedi2.txt

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:)
MORTGAGES LTD., an Arizona) In Proceedings
corporation,) Under Chapter 11
Debtor.) Case No.
2:08-bk-07465-RJH

DEPOSITION OF CHRISTINE M. ZAHEDI

Phoenix, Arizona
January 19, 2010
1:29 p.m.

PREPARED FOR:
KEITH L. HENDRICKS, ESQ.

U. S. BANKRUPTCY COURT
DISTRICT OF ARIZONA

(ORIGINAL)

REPORTED BY:

SHARRON L. MCPARTLIN
AZ CR #50496
CA CSR #8740

2

1 I N D E X
2 CHRISTINE M. ZAHEDI
3 Examination:

Page

Page 1

18 Q. So if I understand the spreadsheet, it just
19 basically says like, for example, why don't you turn to
20 Exhibit 7 in that notebook. There is the fee application?

21 A. Uh-huh.

22 Q. And Exhibit B to the fee application is a
23 summary. Do you see that?

24 A. Yes.

25 Q. And so like, for example, the first category

6

1 says, "Asset assessment and sale," and it has \$32,000 and
2 change. Do you see that?

3 A. Yes.

4 Q. So what you essentially do is say what percentage
5 that asset assessment would be of the total bill?

6 A. Correct.

7 Q. I see. Other than basically providing a
8 percentage of the total bill that each category
9 constitutes, does that spreadsheet do anything else?

10 A. No.

11 Q. Okay. Fair enough. What was your first
12 involvement with FTI?

13 A. In their initial interview, I was in that
14 meeting. So I would say from the very beginning.

15 Q. We need to talk about your involvement with FTI,
16 but I want to go back to your preparation for the
17 deposition. Have you talked with Mr. Schian or anybody at
18 his office with regard to these proceedings?

19 A. I did. I met with him yesterday.

20 Q. Okay. Is that the only time that you met with
21 him?

22 A. Yes.

23 Q. Have you talked substantively on the phone about
24 these proceedings other than that meeting yesterday?

25 A. No.

7

1 Q. Okay. What did you talk about yesterday?

2 A. We reviewed what to anticipate today in the
3 deposition.

4 Q. Okay. What did he say that you should anticipate
5 in the deposition?

6 A. We just went through my declaration and what
7 processes I had done to review the FTI bills.

8 Q. Other than going through your declaration and the
9 processes you had done to review the FTI bills, did you
10 talk about anything else?

11 A. We had conversations related to the FTI fee
12 application. I really can't say specifically. I mean, it
13 was a conversation.

14 Q. Did you talk about any of the other deposition
15 testimony that's been offered in this case?

16 A. No.

17 Q. Did you talk about any of the expert reports that
18 had been submitted in this case?

19 A. I wasn't aware there were any.

20 Q. Okay. Anything else that you can remember about
21 your discussion with Mr. Schian yesterday other than going
22 through your declaration and the processes you used to
23 review the bills?

24 A. No. I mean, it was all specifically related to
25 the bills.

8

1 Q. Any specifics about the bills that you remember
2 discussing with him?

3 A. One of the things that I know we talked about was
4 I gave him as an example of part of our review in talking
5 about the timing of FTI hadn't submitted their bills yet,
6 and so at what point in time would I review categorically
7 where they were at in their invoicing and then
8 subsequently splitting the fee application.

9 Q. Did you review any invoices or the fee
10 application before it was submitted?

11 A. No. I reviewed a spreadsheet that had the fee on
12 it, but I did not review any of the actual invoices with
13 time detail.

14 Q. When you say you reviewed a spreadsheet, I am
15 going to have you look at an exhibit in this notebook here
16 Exhibits 12, 13, and 16 which have already been attached
17 to other depositions.

18 A. Okay.

19 Q. Involve a spreadsheet that has some timing for
20 FTI's fees. I want let's start with Exhibit 12.

21 A. Yes. Okay.

22 Q. And if you look at the first page of the
23 attachment, it has a category for FTI fees. Do you see
24 that?

25 A. Yes.

0

9

1 Q. Is this the spreadsheet that you were just
2 referring to?

3 A. No.

4 spreadsheet before it was e-mailed to you in April?

5 A. I believe I had a copy of it.

6 Q. Where were your files maintained at?

7 A. At Mortgages Ltd. I did not remove any files
8 when I left.

9 Q. So do you believe there should be a copy of it in
10 your files?

11 A. I believe it's likely that there is somewhere.

12 Q. Okay. Other than in your files, where do you
13 think it might be because I will tell you I have not seen
14 it, and my understanding is that, you know, the people at
15 Mortgages Ltd. don't know where this document is?

16 A. I couldn't tell you.

17 Q. Okay. Now, you saw it. When was the last time
18 you saw it?

19 A. Yesterday.

20 Q. Yesterday in Mr. Schian's office?

21 A. Correct.

22 Q. And was Chas there also?

23 A. He was.

24 Q. And in this spreadsheet, was it the same
25 spreadsheet that had been e-mailed to you in April?

□

24

1 A. Yes.

2 Q. How do you know that?

3 A. Because one thing really stuck out in my mind,
4 and one of the reasons that I wanted to review it was they
5 were doing some work on the guarantors. And specifically
6 I recall that there was a \$40,000 number allocated to
7 Kohner, and at that point in time, I had asked Chas to
8 have Scot wind up whatever he was doing on the guarantor

13 to be turned over, we'd like them properly subpoenaed and
14 turned over with notice to us also.

15 MR. HENDRICKS: They have been subpoenaed.
16 Notice has been provided to you.

17 MR. SCHIAN: No. You subpoenaed them. You
18 served subpoena duces tecum. You neglected to tell us
19 that you were subpoenaing documents that were not attached
20 to your notices of deposition. I have written to you
21 about that, but I have received no response. So to the
22 extent that documents are going to be subpoenaed from
23 witnesses, we want proper notice under the rules.

24 Q. BY MR. HENDRICKS: You are willing to provide
25 your computer for a short amount of time to Mortgages Ltd.

26

1 for them to look at?

2 A. Yes. Yes.

3 Q. Okay. Thank you. I will have Nechelle contact
4 you and arrange for that.

5 A. I will actually get a weekend off.

6 Q. Okay. Have you provided any documents to Mr.
7 Schian or Mr. Walker?

8 A. I have.

9 Q. What did you provide them?

10 A. I printed off all of my e-mails and everything
11 that was still on my computer, and I gave it to Mr. Schian
12 because I didn't know if there was anything in there that
13 was information that I shouldn't be turning over to you.
14 So Mr. Schian has that, and I have a copy of it in my
15 office as well.

16 Q. I'm a little confused. Mr. Schian as you
17 understand represents FTI; correct?

18 A. Yes.

19 Q. Your e-mails were created at a time you worked
20 for Mortgages Ltd.; correct?

21 A. Correct.

22 Q. And you understand that the rights with regard to
23 Mortgages Ltd. were assigned either to ML Manager or ML
24 Servicing; is that correct?

25 MR. SCHIAN: Objection, form and foundation.

27

1 THE WITNESS: I don't know, Keith. I didn't
2 want to do anything inappropriate. So I took the course
3 of action that I felt was appropriate, and I sent the
4 stuff over to Mr. Schian's office with a cover saying I am
5 giving this to you because I don't know what I should or
6 shouldn't submit. I was unclear with the document request
7 as to exactly what I was supposed to be providing. So I
8 basically whatever hadn't already gone off of my system I
9 printed it and sent it over to Mr. Schian's office.

10 Q. BY MR. HENDRICKS: The documents that you printed
11 off did it include the schedule we have been talking
12 about?

13 A. I don't think so.

14 Q. Okay. Going back now to were you involved in the
15 decision to retain FTI?

16 A. It wasn't my decision, but I certainly
17 participated in the conversations that we had which led up
18 to their retention.

19 Q. And who participated in those conversations?

20 A. Rich Feldheim, George Everette, and Chris Olson,
21 and myself.

EXHIBIT B

Chris Olson Rough Draft Only, 1-21-10

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re:)	Case No.
MORTGAGES LTD., an Arizona)	2:08-bk-07465-RJH
corporation,)	
Debtor.)	
)	
)	
)	

DEPOSITION OF CHRIS OLSON

Phoenix, Arizona
January 21, 2010
1:35 o'clock p.m.

Prepared For:
BANKRUPTCY COURT
(Original)

Reported By:
MARK BARTUNEK, RPR
AZ CR #50170

Chris Olson Rough Draft Only, 1-21-10

1	I N D E X
2	CHRIS OLSON
3	

23 Q. BY MR. HENDRICKS: You say you can't believe
24 it's falling on the backs of the investors. Who do you
25 think it should fall on?

13

Chris Olson Rough Draft Only, 1-21-10

1 MR. SCHIAN: Objection to form and foundation.

2 THE WITNESS: I don't know, to be honest with
3 you. I think it's a tragedy that the investors are
4 being asked to basically lose more money by all these
5 attorney fees that are being wracked up hourly.

6 Q. BY MR. HENDRICKS: How many times have you met
7 with Mr. Schian or somebody from his office?

8 A. I think just once, I believe. I think just the
9 one time last Saturday.

10 Q. You may have had some conversations to schedule
11 depositions and other things? Or was that through FTI?

12 A. I think that was through Chas basically. Chas
13 was mainly my contact.

14 Q. Was last Saturday the first time you met with
15 Mr. Schian and talked substantively about the case?

16 A. I believe so. I think it was the only time.

17 Q. Who else was there?

18 A. It was Michael Tucker and Chas and Dan
19 Brosious. Those three people and then Dale and myself.

20 Q. Did you seek permission from Mortgages Ltd.'s
21 counsel or anybody representing the reorganized debtor
22 before meeting with Mr. Schian?

23 MR. SCHIAN: Objection to form and foundation.

24 THE WITNESS: I didn't think I needed to. I
25 had a subpoena from you and so the answer would be no.

14

Chris Olson Rough Draft Only, 1-21-10

1 Q. BY MR. HENDRICKS: You understand that
2 Mortgages Ltd. was renamed and the entity that was
3 Mortgages Ltd. still exists, but is called now called ML
4 Servicing; is that correct?

5 MR. SCHIAN: Object to form and foundation.

6 THE WITNESS: That is my belief, yes.

7 Q. BY MR. HENDRICKS: And you are a former
8 employee of Mortgages Ltd.?

9 A. Correct.

10 Q. Did anyone talk to you about the propriety of
11 ex parte communications with a former employee and
12 counsel on the other side of the case?

13 A. I don't know exactly the definition of ex
14 parte. I have an idea, but I'd like you to define it
15 for me before I answer.

16 Q. I'd understand it to mean communication with
17 one side without the other side being given notice or
18 opportunity to participate in that.

19 A. Frankly, that never crossed my mind.

20 Q. I understand that. I am not talking to you
21 about that. Did Mr. Schian ask you substantive
22 questions about your position while you were a director
23 of Mortgages Ltd.?

24 MR. SCHIAN: Objection to form and foundation.

25 THE WITNESS: I guess I'd have to ask you what

15

Chris Olson Rough Draft Only, 1-21-10

1 you mean by substantive. We talked about different
2 things, yes.

3 Q. BY MR. HENDRICKS: What did you talk about?

4 A. We talked about what was my interaction with
5 FTI, a little bit about my background, my history at the

6 company, the different -- I guess the role that I took
7 on as the director. Pretty much those types of
8 questions. I guess if those are substantive, then those
9 would be the questions.

10 Q. Did he ask you whether or not you had
11 authorized FTI's work?

12 A. Yes.

13 Q. Did he ask you whether or not you knew the
14 scope of what FTI was doing?

15 A. Yes.

16 Q. You responded to those questions?

17 A. I did.

18 Q. Did you respond affirmatively to most of those
19 questions?

20 A. I answered yes.

21 Q. You said that the other board members also knew
22 what FTI was doing. That would be Mr. Everette?

23 A. Board member, yes, singular.

24 Q. Have you discussed FTI's fee application with
25 Mr. Everette?

16

Chris Olson Rough Draft Only, 1-21-10

1 A. Yes, I did.

2 Q. What was the substance of that discussion?

3 A. I think I had asked him if he had seen a copy
4 of it and if he had any opinions on it, I guess.

5 Q. What did he say?

6 A. You know, it was last July. I don't recall, to
7 be honest with you, Keith.

8 Q. If Mr. Everette was to testify that he did not
9 know what the scope of a lot of stuff that FTI was doing
10 and he often wondered what FTI was doing and why they

11 were spending so much time doing things, would you
12 dispute that?

13 A. Well, I can't speak for him. If that was his
14 opinion, I don't know if that's correct or not. I'd
15 have to ask him that question.

16 Q. Let's look at page -- going back to -- why did
17 you look at the two documents that you mentioned? Why
18 did you choose those two documents to look at?

19 A. Well, one, I didn't have a lot of time. And I
20 have a full time job and then some. And so I had
21 limited time to look and prepare for today, and so those
22 are the ones I thought would help refresh my memory.

23 Q. Did you select those documents to look at or
24 were you provided those documents by somebody else?

25 A. I had asked for them.

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17

Chris Olson Rough Draft Only, 1-21-10

1 Q. You asked for those two?

2 A. Yeah.

3 Q. Who provided you those documents?

4 A. FTI.

5 Q. Did you ask for them at the meeting last
6 Saturday or prior to that?

7 A. At the meeting.

8 Q. And when did you review those documents? After
9 the meeting?

10 A. Some of it was yesterday, some of it was last
11 weekend.

12 Q. Did you review any documents during your
13 meeting at Mr. Schian's office?

14 MR. SCHIAN: Objection to form and foundation.
15 would you read the question back, please.

Olson Chris.txt
16 (whereupon, the record was read by the court
17 reporter as requested.)

18 THE WITNESS: Yes.

19 Q. BY MR. HENDRICKS: What documents did you
20 review during the meeting in Mr. Schian's office?

21 A. I looked at the Nechelle's deposition, I looked
22 at some emails, and I looked at a summary basically of
23 their fees, and the objectors, areas that they were
24 objecting to.

25 Q. Do you remember what or any of the emails that

Chris Olson Rough Draft Only, 1-21-10

18

1 you looked at, any of the substance you looked at?

2 A. I do.

3 Q. What was the substance of those emails?

4 A. One was basically telling the staff that they
5 needed to cooperate with FTI. They may not know the
6 meaning of why they are being asked for something, but
7 give it to them. And also told them that if they were
8 not willing to enforce our documents that we had, then
9 they could all go home.

10 Q. That email you are talking about, that was an
11 email that you were wrote on February 24th to Sarah
12 Lisa-Petrauschke, Mr. Everette, Ms. Wimmer, Ms. Zahedi,
13 and Welsh?

14 MR. SCHIAN: Object to form.

15 THE WITNESS: I'd have to see it. I don't
16 remember the date, to be honest with you. That's about
17 the right time. Sounds about right.

18 Q. BY MR. HENDRICKS: You resigned about a week
19 later, didn't you?

20 A. I resigned on March 17th.

21 Q. You resigned as a director about a week after?

22 A. Correct, on March 3rd.

23 Q. So about a week after you wrote this letter or
24 this email about cooperating with FTI, you resigned as a
25 director?

19

Chris Olson Rough Draft Only, 1-21-10

1 A. Correct.

2 Q. Any other emails that you remember looking at
3 at Mr. Schian's office?

4 MR. SCHIAN: Objection to form and foundation.

5 THE WITNESS: There was one other one, but I
6 don't remember what it was, to be honest with you.

7 Q. BY MR. HENDRICKS: Did you select that email
8 about cooperating with FTI or was it provided to you by
9 somebody else?

10 MR. SCHIAN: Objection to form.

11 THE WITNESS: At the meeting on Saturday you
12 mean?

13 Q. BY MR. HENDRICKS: Yes.

14 A. It was brought up to me by somebody else.

15 Q. Did you remember that email before it was
16 brought up to you?

17 A. I remember telling the staff -- no, but I do
18 remember telling the staff that in both meetings,
19 face-to-face meetings, I guess I didn't remember putting
20 it down in writing, but I do remember telling them that.

21 Q. What was the other email you remember seeing
22 last Saturday?

23 A. I remember it was a couple paragraphs. I don't
24 remember what it was.

25 Q. Do you remember anything about the subject