

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

THOMAS L. TAYLOR, III, in his  
capacity as Court-appointed receiver for  
Breitling Energy Corp. et al.,

*Plaintiff,*

v.

ROTHSTEIN KASS P.A. d/b/a ROTHSTEIN  
KASS & CO. P.C., ROTHSTEIN, KASS &  
COMPANY, PLLC, and BRIAN  
MATLOCK

*Defendants.*

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Case No. 3:19-cv-01594-D

LOCAL RULE 7.1(i) APPENDIX

DEFENDANTS' APPENDIX IN SUPPORT OF SUPPLEMENT TO JOINT  
REPORT

**E. LEON CARTER**  
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Cal. State Bar No. 166441  
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Cal. State Bar No. 183241  
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Los Angeles, CA 90071  
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**Attorneys for Defendants**

**ROTHSTEIN KASS P.A. d/b/a ROTHSTEIN KASS & CO. P.C., ROTHSTEIN, KASS &  
COMPANY, PLLC, and BRIAN MATLOCK**

In accordance with Local Rule 7.1(i), Defendants file this Appendix in support of their Supplement to the Joint Report regarding Rothstein Kass PLLC's Motion to Compel Document Production.

**Exhibit A**            *Taylor v. Rothstein Kass P.A. d/b/a Rothstein Kass & Co. P.C., et al*, Email Communications between Nicolas Morgan, counsel for Defendants, and Edward Snyder, counsel for the Receiver.

**Exhibit B**            *Taylor v. Rothstein Kass P.A. d/b/a Rothstein Kass & Co. P.C., et al*, Email Communications between Nicolas Morgan, counsel for Defendants, and Edward Snyder, counsel for the Receiver.

**Exhibit C**            *Taylor v. Rothstein Kass P.A. d/b/a Rothstein Kass & Co. P.C., et al*, Email Communications between Nicolas Morgan, counsel for Defendants, and Edward Snyder, counsel for the Receiver.

**Exhibit D**            *SEC v. Faulkner, et al*, Email Communications between Kelly Cornelison and Glenn Linzmeier.

**Exhibit E**            *SEC v. Faulkner, et al*, Email Communications between Kelly Cornelison and Albert Ackerman.

**Exhibit F**            *SEC v. Faulkner, et al*, Email Communications between Kelly Cornelison and Albert Ackerman.

**Exhibit G**                    *SEC v. Faulkner, et al*, Email Communications between Kelly Cornelison, Thomas Taylor III, and Charles Perry.

**Exhibit H**                    *SEC v. Faulkner, et al*, Email Communications between Kelly Cornelison and Daniel Ringuette.

Dated: June 25, 2020

Respectfully submitted,

*/s/ Nicolas Morgan*

**NICOLAS MORGAN** (*admitted pro hac vice*)

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*Attorneys for Defendants  
Rothstein Kass P.A. d/b/a Rothstein Kass  
& Co. P.C., Rothstein, Kass & Company,  
PLLC and Brian Matlock*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document has been served on all counsel of record through the Court's electronic filing system on June 25, 2020.

*/s/ Nicolas Morgan*  
Nicolas Morgan

# EXHIBIT A

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**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, April 14, 2020 12:31 PM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Cc:** Thomas L. Taylor III <[taylor@ttaylorlaw.com](mailto:taylor@ttaylorlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** [EXT] RE: Motion to compel re receiver's responses to RK's RFP 31

Nick – the Receiver wanted to make sure you were aware that he mostly communicates with the investor victims via the Breitling Receivership website, which can be found at [breitlingreceivership.com](http://breitlingreceivership.com)

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**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Tuesday, April 14, 2020 1:14 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Cc:** Thomas L. Taylor III <[taylor@ttaylorlaw.com](mailto:taylor@ttaylorlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** RE: Motion to compel re receiver's responses to RK's RFP 31

Understood.

Nick

---

**PAUL**  
**HASTINGS**

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Paul Hastings LLP | 515 South Flower Street, Twenty-Fifth Floor, Los Angeles, CA 90071 |  
Direct: +1.213.683.6181 | Main: +1.213.683.6000 | Fax: +1.213.996.3181 |  
[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, April 14, 2020 11:13 AM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Cc:** Thomas L. Taylor III <[taylor@ttaylorlaw.com](mailto:taylor@ttaylorlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** [EXT] RE: Motion to compel re receiver's responses to RK's RFP 31

No. We stand on our objections and will respond to your Motion.

Edward C. Snyder

Please take note of our new suite number

Castillo Snyder, PC  
One Riverwalk Place  
700 N. St. Mary's, Suite 1560  
San Antonio, Texas 78205  
210-630-4200 main  
210-630-4210 fax

[www.castillosnyder.com](http://www.castillosnyder.com)

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Tuesday, April 14, 2020 1:11 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Cc:** Thomas L. Taylor III <[taylor@ttaylorlaw.com](mailto:taylor@ttaylorlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** Motion to compel re receiver's responses to RK's RFP 31

Understood. Given the impasse on RFP 31, we'll move to compel. Please let me know if you think further meet and confer is required.

Thank you,

Nick

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[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, April 14, 2020 11:08 AM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Cc:** Thomas L. Taylor III <[taylor@ttaylorlaw.com](mailto:taylor@ttaylorlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** [EXT] RE: Receiver's responses to RK's RFP 31

Nick – as stated in our Interrogatory responses, one theory of damages may be the increased liabilities to the Receivership entities as calculated by the Receiver's damages expert. Such an increased liability theory (as recognized by the 5<sup>th</sup> Circuit in Zacarias) would include increased liabilities to creditors of all types – including the fraud victim liabilities.

The other damage theory will be the corporate looting theory.

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---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>

**Sent:** Tuesday, April 14, 2020 1:01 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Subject:** Receiver's responses to RK's RFP 31

Ed,

Let me rephrase: will the receiver stipulate that his damages are in no way tied to the nature or amount of the claims asserted by purchasers of oil and gas interests?

To my understanding, this would be a remarkable (but not unwelcome) change of position.

Nick

---

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---

**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, April 14, 2020 10:56 AM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Subject:** [EXT] RE: Receiver's responses to RK's RFP 31

I don't understand. The increased liabilities to the entities will be measured by our expert witness based on the financials of the entities pre-Receivership. What do communications between the Receiver and the victims *post-Receivership* have to do with that? If you cannot provide a better explanation of relevancy, then we will just stand on our objections.

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San Antonio, Texas 78205  
210-630-4200 main  
210-630-4210 fax

[www.castillosnyder.com](http://www.castillosnyder.com)

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Tuesday, April 14, 2020 12:32 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Subject:** Receiver's responses to RK's RFP 31

Ed,

The relevancy relates to the nature of the receiver's damages claims. As I noted in the email below, prior to the lawsuit being filed, the receiver took the position that he could recover from Rothstein Kass the amount of the losses suffered by the purchasers of oil and gas well interests. It appeared that the receiver's damages theory shifted or expanded to include liabilities suffered by the receivership estate as a result of claims made by purchasers of oil and gas well interests (rather than or in addition to the losses suffered directly by the purchasers themselves).



Paragraphs 7 and 97 of the receiver's complaint are ambiguous on this point, so we hoped to get some clarity through interrogatories. The receiver's responses to the following interrogatories appear to perpetuate the concept that the receiver's damages are tied to the claims made by oil and gas interest purchasers. If that's the case, then we are entitled to "Any and all communications between the Receiver and any claimants in *SEC v. Faulkner*."

INTERROGATORY NO. 1: Describe the nature and amount of actual damages alleged in paragraph 97 of the Receiver's Original Complaint.

RESPONSE:

Plaintiff objects that this Request calls for the Receiver to provide expert opinion(s) prior to the deadline for the Receiver to disclose his expert witnesses and their opinions. Subject to said objections, and without waiving same, the Receiver responds that his damages theories and models, once they are formulated by an expert witness, may differ as between his Negligence and Participation in Breach of Fiduciary Duty causes of action (the latter of which imposes joint and several liability), and that each cause of action may assert damage models that may be based or premised on (1) increased liabilities to one or more of the Receivership Entities and/or (2) the looting of one or more of the Receivership Entities by Faulkner and/or other former officers and directors of the Breitling Receivership Entities. For further information and potential factual support for one or both of these damages' theories, see the Declaration of Rodney Sowards filed as Document 105-11 in the *SEC v. Faulkner Action*.

This Response will be supplemented as discovery progresses including through the disclosure of expert witness opinions.

INTERROGATORY NO. 12: Please set forth all facts and evidence that "[b]ut for Defendants' acts and omissions, the scale of the overall fraud scheme—and its resulting harm to a number of the Receivership Entities—would have been reduced." (Receiver's Original Complaint, ¶143).

RESPONSE:

Plaintiff objects to this request to the extent it requires Plaintiff, in response to an Interrogatory, to marshal all of his evidence or put on all of the proof that he may offer at trial, particularly since discovery has barely begun in this case. Plaintiff further objects that the Interrogatory is overbroad and burdensome. Plaintiff further objects to the extent that this Interrogatory requires Plaintiff to render a legal opinion. Plaintiff further objects to the extent that this Request calls for the Receiver to produce expert opinion(s) prior to the deadline for the Receiver to disclose his expert witnesses and their opinions. Subject to said objections, and without waiving same, the evidence is clear, or will become clear as discovery proceeds in this case, that Faulkner would not have been able to continue to perpetuate his fraudulent scheme and looting of the Breitling entities, in particular the BECC, Crude and Patriot entities, without RK's assistance. RK issued a "clean" audit opinion for the Breitling entities despite actual knowledge – as evidenced by *inter alia*, the multiple Maimo and Nymeyer depositions, RK's undated "CIM Review" Memos for December 31, 2012 and 2011, and December 31, 2013, and the 11 page undated Engagement Summary Review Memorandum prepared by Nymeyer – that Faulkner was directing the Breitling entities to commit fraud and violate securities law.<sup>4</sup> RK (through its partner/agent Brian Matlock) ignored repeated warnings and entreaties by Nymeyer to withdraw from the Breitling engagement and instead agreed to issue the "clean" audit opinions for Breitling despite knowledge of Faulkner's misconduct constituting breaches of fiduciary duty owed to the Breitling entities, apparently in exchange for significant fees that would boost Matlock's new position with KPMG. Based on Hoover's testimony, RK, acting through its partner/agent Matlock, went above and beyond in assisting Faulkner to cover up his fraud by even helping Faulkner to create Breitling's own financial statements - thereby destroying RK's independence as auditor – and ignoring and closing its eyes to Faulkner's rampant looting of the entities, despite RK's early recognition in its Planned Audit Scope Memo of the risk of fraud and theft by Faulkner – including RK's explicit recognition in said memo of the risk of "Misappropriation of Cash" by Faulkner and the risk of "Management

override of controls”.

From the standpoint of Plaintiff’s negligence claim, if Faulkner’s fraud and looting of the Breitling entities had been disclosed in the audit opinion, or if RK had withdrawn from the audit engagement as Nymeyer had advised and no audit opinion had issued, then BECC never would have existed and so could not have been used by Faulkner as a mechanism to further loot the Breitling entities, and the officers and directors of Crude and Patriot would never have allowed those entities to be used by Faulkner to commit fraud, violate securities laws, or to be looted (along with BECC) by Faulkner.

Furthermore from the standpoint of Plaintiff’s claim that RK participated in Faulkner’s breaches of fiduciary duties, the above evidence would support a jury finding that RK knowingly participated in Faulkner’s breaches of fiduciary duties by agreeing to help Faulkner cover up his fraud and looting through the issuance of a “clean” audit opinion despite RK’s knowledge of all of the fraud and illegal acts occurring at Breitling, thereby making RK jointly and severally liable with Faulkner for ALL of the damages caused to ALL of the Breitling entities by Faulkner’s breaches, including in terms of increased liabilities to said entities and based on Faulkner’s looting of said entities, occurring both before and after RK’s issuance of its audit opinions.

This Response will be supplemented as discovery progresses including through the disclosure of expert witness opinions.

INTERROGATORY NO. 18: Please set forth all facts and evidence that “Breitling liabilities increased by . . . millions of dollars with respect to the professionals that Breitling necessarily had to engage—including without limitation professionals engaged to defend Breitling in the Commission’s investigation.” (Receiver’s Original Complaint, ¶176).

RESPONSE:

Plaintiff objects to this request to the extent it requires Plaintiff, in response to an Interrogatory, to marshal all of his evidence or put on all of the proof that he may offer at trial, particularly since discovery has barely begun in this case. Plaintiff further objects that the Interrogatory is overbroad and burdensome. Plaintiff further objects to the extent that this Interrogatory requires Plaintiff to render a legal opinion. Plaintiff further objects to the extent that this Request calls for the Receiver to produce expert opinion(s) prior to the deadline for the Receiver to disclose his expert witnesses and their opinions.

Subject to said objections, and without waiving same, the Receiver responds that as a result of the fraud and breaches of fiduciary duty committed by Faulkner in which Defendants participated, the SEC investigated and then filed suit against the Breitling entities and Faulkner et al. and appointed the Receiver. The Breitling entities were forced to retain counsel, primarily Vinson & Elkins, to defend against the SEC investigation and incurred fees and costs in doing so. The Receiver was then appointed to take control of the Breitling entities and since his appointment the Receiver has incurred professional fees and expenses in investigating and winding up the Breitling receivership entities, all of which fees and expenses are set forth in publicly available fee applications filed of record with the Court and therefore equally available to Defendants. The Receiver has also retained contingency fee counsel to prosecute claims against third parties such as Defendants and those contingency fee agreements are likewise filed of record with the Court and therefore equally available to Defendants.

This Response will be supplemented as discovery progresses including through the disclosure of expert witness opinions.

Thanks,

Nick

**PAUL**  
**HASTINGS**

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**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, April 14, 2020 9:15 AM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Subject:** [EXT] RE: Receiver's responses to RK's RFP 31

Nick – I am conferring with the Receiver about this, but for purposes of conference can you please provide an explanation of how and why you believe that the Receiver's communications with the investor victims of the Breitling fraud are relevant to the Receiver's claims against your clients and/or your clients' defenses to the Receiver's claims? From my understanding the vast majority (if not all) of the communications between the Receiver and the investor victims are related to the claims and distribution procedures and processes.

Thanks

Edward C. Snyder  
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San Antonio, Texas 78205  
210-630-4200 main  
210-630-4210 fax

[www.castillosnyder.com](http://www.castillosnyder.com)

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**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Monday, April 13, 2020 6:42 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Subject:** Receiver's responses to RK's RFP 31

Ed,

I'm hoping to get some clarification on one of the Receiver's responses to our RFPs.

In RFP 31 we asked for:

REQUEST NO. 31: Any and all communications between the Receiver and any claimants in *SEC v. Faulkner*, 3:16-cv-01735-D (N.D. Tex.) at any time since June 24, 2016.

RESPONSE: Plaintiff objects to this request on the grounds that it seeks information that is entirely irrelevant to the claims and defenses of the parties to this case. Plaintiff further objects that the Interrogatory is overbroad and burdensome. Plaintiff further objects that the request seeks confidential information pertaining to the victims of the Breitling fraud, who are not parties to the instant case.

Unlike most of the other responses to our RFPs, this response suggests that the Receiver has not and will not be producing any responsive documents.

In correspondence prior to filing his complaint, the Receiver took the position that he had standing to seek damages that

resulted from “the increased liabilities Breitling incurred to third-parties, including the defrauded investors.” (See April 17, 2019 letter from counsel). It is not clear whether the Receiver is still pursuing increased liabilities incurred to defrauded investors, but the following is alleged in the Complaint at paragraph 7:

Defendants’ negligent and grossly negligent actions (and inaction) paved the way for Faulkner to continue his use of the Breitling entities as vehicles for his fraud, thereafter enabling Faulkner to misappropriate more than \$18 million in Breitling assets, clouding and risking loss of title to oil and gas-related assets, and exposing Breitling to over \$70 million in increased liabilities, including without limitation substantial liabilities to professionals (particularly, but not exclusively, with respect to the administration of the Receivership Estate) and other creditors.

Please let me know whether the Receiver will be producing documents in response to our RFP 31 and if not, why not.

Thank you,

Nick

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**PAUL**  
**HASTINGS**

**Nick Morgan | Partner, Litigation Department**

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[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

# EXHIBIT B

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**From:** Edward Snyder <esnyder@casnlaw.com>  
**Sent:** Wednesday, June 24, 2020 1:27 PM  
**To:** Morgan, Nicolas <nicolasmorgan@paulhastings.com>  
**Cc:** Zaccaro, Thomas A. <thomaszaccaro@paulhastings.com>; Jesse Castillo <jcastillo@casnlaw.com>  
**Subject:** [EXT] Re: Taylor v. RK -- motion to compel production

Yes. Either one of those would work

Sent from my iPhone

On Jun 24, 2020, at 3:25 PM, Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)> wrote:

I'll check on Friday with the court. 11:00 CT Friday OK for you?

If not, how about Monday, June 29, at 11:00 CT?

Thanks,

Nick

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[<image001.png>](#)

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[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Edward Snyder <esnyder@casnlaw.com>  
**Sent:** Wednesday, June 24, 2020 1:23 PM  
**To:** Morgan, Nicolas <nicolasmorgan@paulhastings.com>  
**Cc:** Zaccaro, Thomas A. <thomaszaccaro@paulhastings.com>; Jesse Castillo <jcastillo@casnlaw.com>  
**Subject:** [EXT] Re: Taylor v. RK -- motion to compel production

I am in deposition those 2 days in Dallas. Driving to Dallas on Tuesday for depo prep so that doesn't work either.  
I could do next Friday although the court may not be open on July 3rd.

Sent from my iPhone

On Jun 24, 2020, at 3:18 PM, Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)> wrote:

Ed,

I figured you meant "probative" rather than "privative".

The magistrate's clerk says we should just propose some mutually agreeable times for next week's telephonic hearing.

How about Wednesday, July 1, at 11:00 CT? As a second choice, Thursday, July 2, at 2:00 CT?

Thank you,

Nick

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<image001.png>

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---

**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, June 23, 2020 5:31 PM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Cc:** Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** [EXT] Re: Taylor v. RK -- motion to compel production

Probative value.

Sent from my iPhone

On Jun 23, 2020, at 7:26 PM, Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)> wrote:

I'll discuss all of this with him. But I don't think he will agree to any ongoing production of investor communications. In terms of wasting time you got exactly what the Court ordered and exactly what we had offered to give you before you proceeded to involve the Court and waste everyone's time.

In engaging in the exercise of gathering the emails and other communications the Receiver's assistant concluded and believes that she got everything. She (or the Receiver) may have missed a stray email from an investor over the last couple of years but to make that determination would require them to engage in the review of the thousands of emails at a cost of thousands of dollars. So our position remains that the burden outweighs the private value (if any because there is no certainty that there are missing investor emails). I believe the Receiver will be happy to put all of that in a Declaration.

The bottom line is that the Receiver will not engage in a waste of resources hunt down a rabbit trail to see if there are any missing emails unless ordered to do so by the Court.

Sent from my iPhone

On Jun 23, 2020, at 6:26 PM, Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)> wrote:

Ed,

Your statement, "Per their usual protocol, the Receiver and his assistant are fairly certain that all investor emails were segregated," flatly contradicts what the receiver told the magistrate in the joint report and what you said at the hearing:

It would potentially take the Receiver and/or his staff literally hundreds of hours to review the files and his office email from the date of his appointment as Receiver in 2017 to the present to identify possible communications from investors/potential claimants and segregate and produce those communications.

Is it the receiver's position now that, despite what he told the court, the emails were in fact *already segregated* "per their usual protocol?" If that's true, the receiver will have wasted the time and resources of the parties and the court by forcing us to file an unnecessary motion to compel.

Even if the receiver's statement in the joint report was not correct and the emails were already segregated, the notion that the 500 documents produced represent all of the communications between the receiver and claimants is not consistent with the receiver's sworn declaration to the court:

As noted in the Distribution Plan Order, I had previously compiled a list of 1,369 entities and individuals potentially affected by any distribution plan, and I was able to obtain addresses for 1,150 potential claimants. Thus, there are potentially over 1,300 investors/potential claimants who may have sent me communications in the four years since I was appointed Receiver. . . .

The request would require me and my associates to search through all of my means of

communication to fulfill the request, including all of my e-mails for the last approximately three years. . . .

I receive hundreds of emails a day and have potentially received thousands of emails from persons that *may be* investors/potential claimants interested in the Receivership Estate. There is no way for me to distinguish (or search for) e-mails that pertain to the Receivership or that come from investors/potential claimants. . . .

In addition to the creation of the Receivership website and the separate email address noted therein, I also receive emails at: [Taylor@ttaylorlaw.com](mailto:Taylor@ttaylorlaw.com). I also receive hundreds of emails from investors/potential claimants and third parties/attorneys concerning the Receivership Estate to my law firm email account. . . .

It would potentially take me and/or my staff literally hundreds of hours to review the files and my office email from the date of my appointment as Receiver in 2017 to the present to identify possible communications from investors/potential claimants and segregate and produce those communications.

If there are 1,300 potential claimants as the receiver attested, even assuming each of the 500 documents produced so far represent communications with 500 unique claimants (which is not the case), that would mean the receiver has *zero* communications with the other 800 potential claimants.

Will the receiver provide an affidavit attesting that he and his staff have spent the "literally hundreds of hours to review the files and [his] office email" to make the determination that "all investor emails were segregated" and produced?

Also, will the receiver agree to fulfill his obligation under Rule 26(e) to supplement his production with communications going forward?

Please let me know.

Thank you,

Nick

---

[<image001.png>](#)

**Nick Morgan | Partner, Litigation Department**  
Paul Hastings LLP | 515 South Flower Street, Twenty-Fifth Floor, Los Angeles, CA 90071 | Direct:  
+1.213.683.6181 | Main: +1.213.683.6000 | Fax: +1.213.996.3181 |  
[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Tuesday, June 23, 2020 11:37 AM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>; Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Cc:** Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** [EXT] RE: Taylor v. RK -- motion to compel production

Yes. He is unaware of any other responsive documents. Per their usual protocol, the Receiver and his assistant are fairly certain that all investor emails were segregated and to the Receiver's knowledge they have produced all investor communications.

Edward C. Snyder  
**Please take note of our new suite number**  
Castillo Snyder, PC  
One Riverwalk Place  
700 N. St. Mary's, Suite 1560  
San Antonio, Texas 78205  
210-630-4200 main  
210-630-4210 fax



[www.castillosnyder.com](http://www.castillosnyder.com)

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Tuesday, June 23, 2020 12:55 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>; Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Cc:** Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** Taylor v. RK -- motion to compel production

Ed,

Have you been able to discuss with the receiver whether he will be producing the remainder of the communications?

As you'll recall, by tomorrow we either have to submit an agreed proposed order on the motion to compel or schedule a follow-up telephone conference.

In the event the receiver is not inclined to produce the documents, please let me know some dates you're available for the follow up conference with the magistrate.

Thank you,

Nick

---

<[image001.png](#)>  
**Nick Morgan | Partner, Litigation Department**  
Paul Hastings LLP | 515 South Flower Street, Twenty-Fifth Floor, Los Angeles, CA 90071 | Direct: +1.213.683.6181 | Main: +1.213.683.6000 | Fax: +1.213.996.3181 | [nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Thursday, June 18, 2020 12:57 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>; Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Cc:** Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Subject:** Taylor v. RK -- call Friday at 11:30 CT/9:30 PT

Ed,

For tomorrow's call, I'm hoping we can also discuss the receiver's emails with oil and gas interest purchasers.

After reviewing the documents provided last week, it's clear further production is warranted. A number of the communications in the production contain information directly relevant to the Receiver's pursuit of "increased liabilities to . . . fraud victims" against Rothstein Kass and Mr. Matlock. For instance, communications contain the investors' a) amount of investment, b) date of investment, c) return on investment, d) proof of investment, e) properties invested in and f) efforts to rescind their investment. Likewise, the production contains communications from Mr. Taylor himself responding to questions and complaints on how investors will receive compensation for their claims. As stated in our motion to compel and the joint stipulation these types of communications are relevant to the Receiver's stated pursuit of damages and Defendants' response.

Thank you,

Nick

---

<[image001.png](#)>  
**Nick Morgan | Partner, Litigation Department**  
Paul Hastings LLP | 515 South Flower Street, Twenty-Fifth Floor, Los Angeles, CA 90071 | Direct: +1.213.683.6181 | Main: +1.213.683.6000 | Fax: +1.213.996.3181 | [nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

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<2020-06-02 NEF - Electronic Order - RK\_s Motion to Compel(103317994\_1).PDF>

\*\*\*\*\*  
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# EXHIBIT C

**From:** [Edward Snyder](#)  
**To:** [Morgan, Nicolas](#); [Jesse Castillo](#)  
**Cc:** [Zaccaro, Thomas A.](#)  
**Subject:** [EXT] RE: Taylor v RK damages question  
**Date:** Thursday, June 18, 2020 2:39:13 PM  
**Attachments:** [image001.png](#)

---

Hey Nick – we are still working on our damages models and theories, so am not in a position to relinquish any damages claims at this time. Moreover, whether the Receiver can recover increased liabilities (and theft by Faulkner and his cohorts) that pre-date RK’s involvement is really more of a legal question. Under Texas conspiracy law, we definitely could recover such pre-dated damages. If you can find caselaw under Texas law that limits the Receiver’s ability to recover joint and several damages under the participation in breach of fiduciary claim, then I will of course be happy to discuss reconsidering this issue with the Receiver.

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Thursday, June 18, 2020 3:14 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Cc:** Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Subject:** Taylor v RK damages question

Ed,

Were you able to get an clarity on the receiver’s willingness to agree to the RFA statements below about damages?

In particular, agreement to this RFA may enable us to narrow the issues regarding communications with oil and gas interest purchasers.

Admit that You are not pursuing and will not pursue any damages in this action relating to Breitling’s or Breitling Energy’s sale of oil and gas working interests prior to November 22, 2013.

Thank you,

Nick



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Direct: +1.213.683.6181 | Main: +1.213.683.6000 | Fax: +1.213.996.3181 |  
[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Wednesday, June 3, 2020 5:41 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Cc:** Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Subject:** Taylor v RK damages question

OK, thanks for running it to ground. I suppose what we’re offering is an opportunity to narrow the issues, facts, and discovery to what’s actually in dispute to save the parties and the court from expending unnecessary resources.

To your point about joint and several liability, would the receiver be willing to stipulate:

Admit that You are not pursuing and will not pursue any damages in this action relating to Breitling’s or Breitling Energy’s expenditures prior to November 22, 2013.

As you may recall, Soward concluded regarding the BOG phase ending December 9, 2013:

BOG expended up to \$14 million on: (i) cash disbursements to Faulkner and payments for apparent personal expenses on his credit cards (approximately \$9.9 million); (ii) nearly \$2 million in apparently personal charges to its bank accounts; and (iii) up to \$2 million on prospects that do not appear to have been offered to investors.

I assume the receiver is not seeking to hold RK liable for those expenditures?

Thanks,

Nick



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[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

---

**From:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>  
**Sent:** Wednesday, June 3, 2020 2:02 PM  
**To:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Cc:** Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Subject:** [EXT] RE: Taylor v RK damages question

I'll discuss with the Receiver but our damages expert is currently working on our damages models and I doubt we would stipulate to something like this, particularly given the joint and several liability attaching to RK under our Participation in Breach of Fiduciary Duty claim.

Plus what are you offering in return for such a stipulation?

---

**From:** Morgan, Nicolas <[nicolasmorgan@paulhastings.com](mailto:nicolasmorgan@paulhastings.com)>  
**Sent:** Wednesday, June 3, 2020 3:58 PM  
**To:** Edward Snyder <[esnyder@casnlaw.com](mailto:esnyder@casnlaw.com)>; Jesse Castillo <[jcastillo@casnlaw.com](mailto:jcastillo@casnlaw.com)>  
**Cc:** Zaccaro, Thomas A. <[thomaszaccaro@paulhastings.com](mailto:thomaszaccaro@paulhastings.com)>  
**Subject:** Taylor v RK damages question

Ed,

Following up on the RFA response regarding professional expenses and some of the topics that came up in connection with yesterday's hearing, would the receiver be amenable to narrowing down the issues further with a similar RFA regarding damages relating to purchasers of oil and gas working interests.

As you'll recall, Soward's report says:

Between January 1, 2011 and December 8, 2013 (the "BOG Phase"), BOG offered and sold working interests to investors as part of 15 different oil and gas working interest ("WI") offerings, raising approximately \$41.4 million.

Following the form of the RFA regarding professional expenses (attached), would something along the following lines be acceptable to the receiver?

Admit that You are not pursuing and will not pursue any damages in this action relating to Breitling's or Breitling Energy's sale of oil and gas working interests prior to November 22, 2013.

Thoughts?

Thanks,

Nick



---

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# EXHIBIT D

**To:** Kelly Cornelison[kelly@tlrtaylorlaw.com]  
**From:** Glenn Linzmeier[glinzmeier@hotmail.com]  
**Sent:** Mon 5/20/2014 1:20:39 PM (UTC)  
**Subject:** Breitling receivership

Greetings Kelly,

Some time ago I discussed my involvement in BOG with you. I did receive the correspondence in the mail as a claimant. I also expressed my concern if all my transactions were filed knowing how corrupt this company was. We agreed I should send in everything I had invested into. So here is my list.

Breitling Oil & Gas Investments:

Pumpkin Ridge 2 well project:

10/29/2012 \$100,000 D/T both wells

12/28/2012 \$ 52,500 completion 2H

8/1/2013 \$ 52,500 completion 1H

**Total \$205,000**

Goodbird project ¼ unit

11/30 2012 \$31,250 D/T

1/11/2013 \$31,250 completion

**Total \$62,500**

Bighorn 2 well project ¼ unit:

1/28/2013 \$ 50,000 D/T

3/25/2013 \$ 26,250 completion 1<sup>st</sup> well

8/28/2013 \$ 26,250 completion 2<sup>nd</sup> well

**Total \$102,500**

Arbuckle 1H project ¼ unit

6/5/2013 \$31,250 D/T

3/7/2014 \$31,250 completion

**Total \$62,500**

Bighorn 2B Project:

8/28/13 \$27,500 D/T

10/19/2013 \$27,500 completion

**Total \$55,000**

Salt Water Disposal Well Nighthawk-Buersh:

12/16/2014

**Total \$29,875**

Blue Wolf project ½ unit

2/10/2015 \$17,500 D/T

5/6/2015 \$17500 Completion

**Total \$35,000**

Note: My interest (\$102,500) in the Pumpkin Ridge #2 project was transferred to the Arbuckle 1H project on 10/13/2013 giving me a ¾ unit interest in that project. Some time later I received a check from a Nighthawk-Buersh project which I had never heard of. I later was told it was a transfer of interest from the Arbuckle project that never materialized, however as noted above I paid in full for D/T and completion.

To summarize my Arbuckle investment (\$62,500) plus Pumpkin Ridge #2 Investment (\$102,500) all transferred to the Nighthawk-Buersh project without my knowledge, I have documents to prove. In addition on 12/16/2014 I was required to pay for a Salt Water Disposal Well (SWDW) in the amount of \$29,875.

Breitling Royalty Investments:

B-R Jericho \$200,000

B-R Joshua \$100,000

**Total \$300,000**

Thank you for attention concerning this matter. As noted earlier I have both paper and email documentation with most all transactions listed above. Feel free to contact me at any time at 715 615-3020 or [glinzmeier@hotmail.com](mailto:glinzmeier@hotmail.com).

Glenn

Sent from [Mail](#) for Windows 10



# EXHIBIT E

**To:** Kelly Cornelison[kelly@ttaylorlaw.com]  
**From:** Albert Ackerman[albe@trailnet.com]  
**Sent:** Mon 6/25/2018 9:16:19 PM (UTC)  
**Subject:** Breitling

Dear Kelly,  
As per our telephone conversation my contact info and brief documentation of history with Breitling. In Feb. 2011 I purchased one unit in the Jonah prospect for \$118,181.81. In Jan. 2014 for better monetary return I was switched to the Joshua prospect for an additional investment of \$1818.19 for a total investment of \$120,000.00. Payments were made through JC data on line service to Midland self directed IRA company since my investment is a traditional IRA rollover. All payments were made in a timely matter until Jan. 2016 when I received my last payment in the amount of \$131.36 which I assumed were for Dec. 2015 sales. To this date Sanchez Oil & Gas of Houston TX. has held my royalty payments in suspension.

I have conveyances filed in La Salle,Zavala,Frio and Dimmit counties verifying my 0.0060000 ORI dated Jul 18 2014. I also have filed conveyances showing where Breitling Royalties Corp acquired a 0.0100000 ORI from Sandra Brooks 2003 Family Trust dated July 1 2013 in the same counties. I apologize if you may already have some of this info. on file.

Sincerely,  
Albert C. Ackerman  
P. O. Box 1176  
Alto NM. 88312  
575 937 2210  
[albe@trailnet.com](mailto:albe@trailnet.com)

# EXHIBIT F

**To:** Kelly Cornelison[kelly@tltaylorlaw.com]  
**From:** Albert C Ackerman[learjettboy@gmail.com]  
**Sent:** Thur 9/27/2018 2:28:27 PM (UTC) Case 3:19-cv-01594-B Document 62 Filed 06/25/20 Page 28 of 33 PageID 577  
**Subject:** Re: contact change

At your request I emailed a summary of my investment with Beitling Oil & gas on June 25th which I assume you have on file. My email was intended to update my new contact info. I have questions about the Breitlingrecievership.com website if you could clarify by a phone call would be much appreciated.

Thanking you in advance,

Albert Ackerman

On Wed, Sep 26, 2018 at 3:08 PM Kelly Cornelison <[kelly@tltaylorlaw.com](mailto:kelly@tltaylorlaw.com)> wrote:

Hello, please let me know in what matter you are involved.

**Kelly Cornelison**

The Taylor Law Offices, P.C.  
245 West 18th Street

Houston, TX 77008

713.626.5300 (main)

713.402.6154 (fax)

[www.tltaylorlaw.com](http://www.tltaylorlaw.com)

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**From:** Albert C Ackerman <[learjettboy@gmail.com](mailto:learjettboy@gmail.com)>

**Sent:** Wednesday, September 26, 2018 12:47 PM

**To:** Kelly Cornelison <[kelly@tltaylorlaw.com](mailto:kelly@tltaylorlaw.com)>

**Subject:** contact change

Dear Kelly,

My new permanent contacts

1696 Boulders Dr.

Las Cruces NM. 88011

575 937 2210

575 973 5954

[learjettboy@gmail.com](mailto:learjettboy@gmail.com)

Yours very truly,

Albert Ackerman

# EXHIBIT G

**To:** Thomas L. Taylor III[taylor@tlrtaylorlaw.com]  
**From:** Charles Perry[clpgrp@yahoo.com]  
**Sent:** Wed 1/29/2020 10:23:01 PM (UTC) **Case 3:18-cv-01594-D Document 62 Filed 06/25/20 Page 30 of 33 PageID 579**  
**Subject:** RE: WESITE DOCKETS

To: Mr. Taylor,

As you know, others rely on prompt reporting of data to your website. I was simply helping you, because there were some other parties that were getting ready to complain to the Court that your communication site was not being updated. I explained to them, based on the Email Letter from your Office, which stated it would be done Monday, and it did not state it was an estimated time.

That's my Point!

I Simply extended a silent professional courtesy to you.

Regards, Charles Perry

Sent from [Mail](#) for Windows 10

**From:** [Thomas L. Taylor III](#)

**Sent:** Wednesday, January 29, 2020 11:39 AM

**To:** [Charles Perry](#)

**Subject:** Re: WESITE DOCKETS

My office gave you all of the proceeding updates before they were made available to everyone else. What is your point? In any case, there was no obligation to update the website on Monday. That was an estimate made as a courtesy. The update will take place today but it will contain no information that you haven't already been given. Thomas Taylor

Sent from my iPhone

On Jan 28, 2020, at 3:38 PM, Charles Perry <clpgrp@yahoo.com> wrote:

Hello Kelley,

I have noticed that the time frame of updating the Receiver's Website on Monday January 27, 2020 with all New Dockets has not happened. Please advise?

Charles Perry

Sent from [Mail](#) for Windows 10

---

**From:** [Kelly Cornelison](#)

**Sent:** Thursday, January 23, 2020 10:48 AM

**To:** [Charles Perry](#)

**Cc:** [Thomas L. Taylor III](#)

**Subject:** RE: WESITE DOCKETS

Mr. Perry,

The website will not be updated until Monday, so attached for your convenience are the filings. Docket number 503 is not a document, but an advisory to counsel, which you likely have seen if you're seeing the docket. I have copy and pasted it here for convenience.

**Document Number:** 503(No document attached)

**Docket Text:**

**ADVISORY TO COUNSEL FOR THE RECEIVER. The court invites the views of the Receiver on whether the following motion is ready for a hearing: [406] Receiver's 2/25/2019 MOTION to approve proposed plan of distribution and to establish procedures to determine and disallow final claims. If so, the hearing will be set for Monday, April 6, 2020 unless the Receiver has a conflict with this date. The Receiver may respond to this advisory by letter filed electronically. (Senior Judge Sidney A. Fitzwater)**

**Kelly Cornelison**

The Taylor Law Offices, P.C.

245 West 18th Street

Houston, TX 77008

713.626.5300 (main)

713.402.6154 (fax)

[www.tltaylorlaw.com](http://www.tltaylorlaw.com)

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---

**From:** Charles Perry <clpgrp@yahoo.com>  
**Sent:** Thursday, January 23, 2020 10:51 AM  
**To:** Kelly Cornelison <kelly@tlitaylorlaw.com>  
**Subject:** WESITE DOCKETS

Hello Kelly,

This is Non Party Breitling Royalty Owner, Charles Perry. I have noticed that the most recent Court Filings containing Docket Numbers #501, #502 and #503 have not been submitted to the Breitling Receivership Website. Can you please let me know when that will take place.

Thank You Much,

Charles PERRY

909-931-0792

E- [clpgrp@yahoo.com](mailto:clpgrp@yahoo.com)

Sent from [Mail](#) for Windows 10

# EXHIBIT H



**To:** Kelly Cornelison[kelly@tltaylorlaw.com]  
**From:** daniel.ringuette[danrhouses@hotmail.com]  
**Sent:** Tue 12/17/2019 12:38:42 AM (UTC) [Case 3:19-cv-01594-D Document 62 Filed 06/25/20 Page 33 of 33 PageID 582](#)  
**Subject:** Oil Wells

Hi Kelly

just curious on when you think the investors are going to start getting paid? I see in court filings that the lawyers are filing and getting paid.

It has been a long time since notices went out.

Thanks

Daniel L Ringuette