

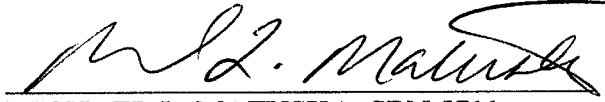
1 this situation.

2 Wherefore, Plaintiffs respectfully submit that Margaret has failed to show cause why she  
3 should not be bound by the Default Judgment pursuant to NRS 17.030 and 17.040. Should this  
4 Court deny this request for any reason, it should condition Margaret's right to defend herself on  
5 her cooperation with discovery. This includes providing information about New Hope Capital, the  
6 checks written to and for her father, and the other information requested on 8 October 2013  
7 (Exhibit "2").  
8

9 Dated this 10<sup>th</sup> day of December 2013.

10 MATUSKA LAW OFFICES, LTD.

11  
12 By:



13 MICHAEL L. MATUSKA, SBN 5711  
14 Attorneys for Plaintiffs  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices and that on the 10<sup>th</sup> day of December 2013, I served a true and correct copy of the preceding document entitled **RESPONSE TO MARGARET RAWSON'S OPPOSITION TO AND MOTION TO QUASH THE SUMMONS** as follows:

Michael K. Johnson, Esq. Rollston, Henderson, Crabb & Johnson, Ltd. P.O. Box 4848 Stateline NV 89449-4848  Attorney for Defendant Joe Baker	Richard A. Oshinski, Esq. Mark Forsberg, Esq. Scarpello & Huss, Ltd. 600 East William Street, Suite 300 Carson City NV 89701  Attorney for Defendants Richard Price and Mickey Shackelford
Jeffrey Edwards 595 Chivas Court Orange Park FL 33073	Robert Thompson, Esq. Kring & Chung, LLP 1050 Indigo Drive, #200 Las Vegas, NV 89415  Attorney for Margaret Rawson


☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

  
LIZ STERN, ALS

# **EXHIBIT 1**

# **EXHIBIT 1**

# Wells Fargo Simple Business Checking

Account number: [REDACTED] 2177 ■ November 1, 2009 - November 30, 2009 ■ Page 1 of 3

C4 WORLDWIDE, INC  
7582 LAS VEGAS BLVD S STE 515  
LAS VEGAS NV 89123-1009

## Questions?

Available by phone 24 hours a day, 7 days a week:

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (808)  
Post Office Box 266000  
Dallas, TX 75326

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## Account options

A check mark in the box indicates you have these convenient services with your account. Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking ☒  
Rewards for Business Check Card ☐  
Online Statements ☐  
Business Bill Pay ☒  
Business Spending Report ☒  
Overdraft Protection ☐

## Activity summary

Beginning balance on 11/1	\$40.00
Deposits/Credits	1,000,020.00
Withdrawals/Debits	- 10.00
<b>Ending balance on 11/30</b>	<b>\$1,000,050.00</b>
 Average ledger balance this period	 \$33,393.00

Account number: [REDACTED] 2177

**C4 WORLDWIDE, INC**

Texas/Arkansas account terms and conditions apply

For Direct Deposit and Automatic Payments use  
Routing Number (RTN): 111900659

For Wire Transfers use  
Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed at the top of your statement or visit your Wells Fargo branch.

**Transaction history**

<i>Date</i>	<i>Check Number</i>	<i>Description</i>	<i>Deposits/ Credits</i>	<i>Withdrawals/ Debits</i>	<i>Ending daily balance</i>
11/30		Monthly Service Fee Reversal	20.00		
11/30		WT Seq#82957 Skydance Helicopters of /Org= Srf# Fw06448334850378 Trm#091130082957 Rfb#	1,000,000.00		
11/30		Wire Trans Svc Charge - Sequence: 091130082957 Srf# Fw06448334850378 Trm#091130082957 Rfb#		10.00	1,000,050.00
<b>Ending balance on 11/30</b>					<b>1,000,050.00</b>
<b>Totals</b>			<b>\$1,000,020.00</b>	<b>\$10.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.



# Expanded Business Services® Package

Account number: [REDACTED] 2177 ■ December 1, 2009 - December 31, 2009 ■ Page 1 of 5

C4 WORLDWIDE, INC  
13115 AMARILLO AVE  
AUSTIN TX 78729-7542

## Questions?

Available by phone 24 hours a day, 7 days a week:

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (808)

Post Office Box 266000

Dallas, TX 75326

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Discover Wells Fargo's online educational resources, including audio and video content, newsletters and articles that provide information, strategies and actionable tips to help your business navigate today's challenging environment. To find out more visit [wellsfargo.com/biz/education](http://wellsfargo.com/biz/education).

## Account options

A check mark in the box indicates you have these convenient services with your account. Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Rewards for Business Check Card	<input type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input checked="" type="checkbox"/>

## Activity summary

Beginning balance on 12/1	\$1,000,050.00
Deposits/Credits	1,001,000.00
Withdrawals/Debits	- 1,810,327.16
<b>Ending balance on 12/31</b>	<b>\$190,722.84</b>
Average ledger balance this period	\$252,239.21

Account number: [REDACTED] 2177

**C4 WORLDWIDE, INC**

Texas/Arkansas account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003163489010

## Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		WT Fed#06368 Bank of America, N /Ftr/Bnf=Dr Rawson Sr#		125,000.00	
		Fw03873335405088 Tm#091201099155 Rfb#			
12/1		Withdrawal Made IN A Branch/Store		100,000.00	

(808)

Sheet Seq = 0064748  
Sheet 00001 of 00005

## Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		WT Fed#02312 Wachovia Bank NA O /Ftr/Bnf=Alvin E Goodwin and Linda G Edwards Srf# Fw03873334445778 Tm#091201039494 Rfb#		45,000.00	
12/1		WT Fed#05930 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873335258978 Tm#091201098108 Rfb#		15,000.00	
12/1		WT Fed#06143 Bank of America, N /Ftr/Bnf=Dr Rawson Srf# Fw03873335648088 Tm#091201098747 Rfb#		12,000.00	
12/1		WT Fed#06183 Bank of America, N /Ftr/Bnf=Mickey Shackelford Srf# Fw03873335804188 Tm#091201098836 Rfb#		12,000.00	
12/1		Withdrawal Made IN A Branch/Store			
12/1		WT Fed#05933 Bank of America, N /Ftr/Bnf=Randal Zuniga Srf# Fw03873335042188 Tm#091201098111 Rfb#		8,500.00	
12/1		WT Fed#05931 Navy Fcu /Ftr/Bnf=Chris Edwards Srf# Fw03873335689978 Tm#091201098109 Rfb#		8,000.00	
12/1		WT Fed#05954 Bank of America, N /Ftr/Bnf=Dr Rawson Srf# Fw03873335450188 Tm#091201098159 Rfb#		7,500.00	
12/1		Withdrawal Made IN A Branch/Store			
12/1		WT Fed#05929 Riverside National /Ftr/Bnf=Mike Fessler Indiatantic Srf# Fw03873335041978 Tm#091201098106 Rfb#		7,000.00	
12/1		WT Fed#05932 Capital One /Ftr/Bnf=Cynthia Cardenas Srf# Fw03873335661088 Tm#091201098110 Rfb#		6,000.00	
12/1		WT 091201-098598 Lloyds Tsb Bank Plc /Bnf=Lee Lam Srf# Fw03873335453288 Tm#091201098598 Rfb#		2,500.00	
12/1		WT Fed#05928 Arkansas Bankers' /Ftr/Bnf=Melinda King Srf# Fw03873335889878 Tm#091201098105 Rfb#		1,000.01	
12/1		WT 091201-098352 Asb Bank Limited /Bnf=Madison Results Limited Srf# Fw03873335086288 Tm#091201098352 Rfb#		1,000.00	
12/2		WT Seq#59213 Wells Fargo Wires - Por /Org= Srf# 2009120200022953 Tm#091202059213 Rfb#	1,000.00		641,049.99
12/2		Wire Trans Svc Charge - Sequence: 091202070874 Srf# Fw03873336624298 Tm#091202070874 Rfb#		20.00	
12/2		WT Fed#02386 The Bank of New Yo /Ftr/Bnf=Legent Clearing Srf# Fw03873336624298 Tm#091202070874 Rfb#		255,000.00	
12/2		WT Fed#07307 National City Bank /Ftr/Bnf=Jeffrey Zimmerman Srf# Fw03873336626788 Tm#091202030686 Rfb#		25,000.00	
12/2		WT Fed#07308 Bank of America, N /Ftr/Bnf=Lavana Penn Srf# Fw03873336046788 Tm#091202030688 Rfb#		25,000.00	
12/2		Transfer to Sav # 000003163489010			
12/3		Wire Trans Svc Charge - Sequence: 091203039818 Srf# Fw03873337269698 Tm#091203039818 Rfb#		100.00	336,929.99
12/3		WT Fed#00901 Arkansas Bankers' /Ftr/Bnf=Bank of Lake Village Srf# Fw03873337269698 Tm#091203039818 Rfb#		20.00	
12/3		Bill Pay Douglas on-Line Not Applicable on 12-03			
12/4		WT Fed#05107 Suntrust Bank /Org=Anchor Title Services LLC Srf# 2009120400013726 Tm#091204077029 Rfb#	500,000.00	8,000.00	327,909.99
12/4		Wire Trans Svc Charge - Sequence: 091204077029 Srf# 2009120400013726 Tm#091204077029 Rfb#		10.00	827,899.99
12/8		Harland Clarke Check/Acc. 120709 000387375402021 CS Worldwide, Inc		104.36	
12/8		Transfer to DDA # 000003012600080			
12/8		Transfer to DDA # 000003012600098		1,000.00	
12/8	1001	Check		1,000.00	
12/9		Wire Trans Svc Charge - Sequence: 091209078385 Srf# Fw03873343205339 Tm#091209078385 Rfb#		2,500.00	823,295.63
12/9		WT Fed#05702 The Bank of New Yo /Ftr/Bnf=Legent Clearing Srf# Fw03873343205339 Tm#091209078385 Rfb#		20.00	
12/10		Check Crd Purchase 12/09 Godaddy.Com 480-5058855 AZ 491986Xxxxxx1106 344940008667219 ?McC=4816 111900659DA01		750,000.00	73,275.63
12/11		Wire Trans Svc Charge - Sequence: 091211073542 Srf# Fw03873345858059 Tm#091211073542 Rfb#		10.87	73,264.76
				20.00	



## Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/11		WT Fed#05363 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873345858059 Tm#091211073542 Rfb#		16,000.00	57,244.76
12/14		Wire Trans Svc Charge - Sequence: 091214036620 Srf# Fw03873348697559 Tm#091214036620 Rfb#		20.00	
12/14		WT Fed#08661 Bank of America, N /Ftr/Bnf=Matthew Hartstein Srf# Fw03873348697559 Tm#091214036620 Rfb#		10,000.00	47,224.76
12/18		Wire Trans Svc Charge - Sequence: 091218094131 Srf# Fw03873351618889 Tm#091218094131 Rfb#		20.00	
12/18		WT Fed#02078 Bank of America, N /Ftr/Bnf=Lavana Penn Srf# Fw03873351618889 Tm#091218094131 Rfb#		25,000.00	22,204.76
12/23		WT Fed#00022 Colonial Bank /Org=New Hope Capital Foundation IN Srf# 091223080738Tk07 Tm#091223026089 Rfb#	500,000.00		
12/23		Wire Trans Svc Charge - Sequence: 091223049173 Srf# Fw03873357914221 Tm#091223049173 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223050789 Srf# Fw03873357594221 Tm#091223050789 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223050887 Srf# Fw03873357135221 Tm#091223050887 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223051024 Srf# Fw03873357706221 Tm#091223051024 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223051170 Srf# Fw03873357156221 Tm#091223051170 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223052682 Srf# Fw03873357996221 Tm#091223052682 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223052812 Srf# Fw03873357567221 Tm#091223052812 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223052984 Srf# Fw03873357118221 Tm#091223052984 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223053183 Srf# Fw03873357558221 Tm#091223053183 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223053336 Srf# Fw03873357798221 Tm#091223053336 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223053476 Srf# Fw03873357559221 Tm#091223053476 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223054387 Srf# Fw03873357983221 Tm#091223054387 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223085477 Srf# Fw03873357962721 Tm#091223085477 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223026089 Srf# 091223080738Tk07 Tm#091223026089 Rfb#		10.00	
12/23		WT Fed#06641 Bank of America, N /Ftr/Bnf=Dr Rawson Srf# Fw03873357983221 Tm#091223054387 Rfb#		155,500.00	
12/23		WT Fed#04531 National City Bank /Ftr/Bnf=Jeffrey Zimmerman Srf# Fw03873357914221 Tm#091223049173 Rfb#		100,000.00	
12/23		WT Fed#05177 Wachovia Bank NA O /Ftr/Bnf=Alvin E. Godwin and Linda G Edwards Srf# Fw03873357594221 Tm#091223050789 Rfb#		15,000.00	
12/23		WT Fed#05233 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873357135221 Tm#091223050887 Rfb#		8,000.00	
12/23		WT Fed#06062 Armed Forces Bank /Ftr/Bnf=Edgar A. Brookins Jr. Srf# Fw03873357567221 Tm#091223052812 Rfb#		7,000.00	
12/23		WT Fed#05409 Bank of America, N /Ftr/Bnf=Mickey Shackelford Srf# Fw03873357156221 Tm#091223051170 Rfb#		5,000.00	
12/23		WT Fed#06008 Bank of America, N /Ftr/Bnf=Joe Baker Srf# Fw03873357996221 Tm#091223052682 Rfb#		5,000.00	
12/23		WT Fed#05293 Bank of America, N /Ftr/Bnf=Randel Zuniga Srf# Fw03873357706221 Tm#091223051024 Rfb#		4,500.00	
12/23		WT Fed#06242 Navy Fcu /Ftr/Bnf=Chris Edwards Srf# Fw03873357798221 Tm#091223053336 Rfb#		4,500.00	
12/23		WT Fed#06192 Riverside National /Ftr/Bnf=Indiatlantic Bus Mgmt Srf# Fw03873357558221 Tm#091223053183 Rfb#		2,500.00	

**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/23		WT Fed#06130 Asb Bank Limited /Ftr/Bnf=Madison Results Ltd Srt# Fw03873357118221 Tm#091223052984 Rfb#		1,000.00	
12/23		WT Fed#09312 Lloyds Tsb Bank Pl /Ftr/Bnf=Lee Lam Srt# Fw03873357962721 Tm#091223085477 Rfb#		1,000.00	
12/23		WT Fed#06313 Arkansas Bankers' /Ftr/Bnf=Bank of Lake Village Srt# Fw03873357559221 Tm#091223053476 Rfb#		500.00	212,434.76
12/24		Transfer to DDA # 000003138163377		9,500.00	
12/24		Transfer to DDA # 000008657275700		6,000.00	
12/24		Transfer to DDA # 000003012600098		1,000.00	195,934.76
12/28		Check Crd Purchase 12/26 Apple Store #R004 Costa Mesa CA 491986Xxxxx1106 362940007700126 ?McC=5046 111900659DA90		4,528.15	191,406.61
12/30		Check Crd Purchase 12/28 Apple Store #R004 Costa Mesa CA 491986Xxxxx1106 364940005338658 ?McC=5046 111900659DA90		683.77	190,722.84
<b>Ending balance on 12/31</b>					<b>190,722.84</b>
<b>Totals</b>			<b>\$1,001,000.00</b>	<b>\$1,810,327.16</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1001	12/8	2,500.00

**IMPORTANT ACCOUNT INFORMATION**

Important Information - Effective March 17, 2010

Wells Fargo Business Platinum Check Card or Business ATM Card Transactions: The Foreign Currency Conversion Fee will be re-named International Purchase Transaction Fee. The fee for either network or merchant converted transactions completed outside the United States will be 3% of the transaction amount. You may transfer available funds between your linked primary checking and primary savings accounts at select non-Wells Fargo ATMs. The fee to transfer funds or to request a balance inquiry at non-Wells Fargo ATMs is \$2.00 each (U.S. and International).

Collections-Domestic: Incoming/Outgoing Items with or without Documentation will be \$25 per Item. There will be a \$25 Incoming/Outgoing Domestic Collection fee for Inbound Without Entry Claims.

Foreign & International Services: Foreign Drafts, \$30 per order. International Item Collection of \$250 or more, \$75 each.

Branch Deposit Corrections fee will be \$7.50 per correction.

For questions, please contact your local banker or call the phone number at the top of your statement. Your charges may vary depending on your account relationship. We appreciate your business and look forward to continuing to service your financial needs.

## General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

## Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

**A. The ending balance**

shown on your statement . . . . . \$

**ADD**

**B. Any deposits listed in your register or transfers into your account which are not shown on your statement.**

**S**

**S**

**\$**

+ \$

TOTAL \$ \_\_\_\_\_

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

TOTAL \$

## SUBTRACT

**C. The total outstanding checks and withdrawals from the chart above**

• S

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same  
as the current balance shown in  
your check register . . . . .

**S**

Total amount \$

2347 E P  
E0-3

## Your Bank of America Combined Account Statement

Statement Date: December 10, 2009

At Your Service  
Call: 714.973.8495

Written Inquiries  
Bank of America  
West Garden Grove  
11460 Knott St  
Garden Grove, CA 92841-1425



MARGARET ALLEN RAWSON  
THE VIRTUAL.NET  
8751 DEWEY DR  
GARDEN GROVE CA 92841

Customer since 1998  
Bank of America appreciates your  
business and we enjoy serving you.

Our free Online Banking service allows you to check balances, track account activity, pay bills and more. With Online Banking you can also view up to 18 months of this statement online. Enroll at [www.bankofamerica.com/smallbusiness](http://www.bankofamerica.com/smallbusiness).

### ☐ Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Business Checking	██████████2414	\$ 18,172.57
Regular Savings	██████████8661	2,527.32
Investment CD	██████████2819	1,049.95
<b>Total Balances</b>		<b>\$ 21,749.84</b>
<small>*Combined balances in these accounts may be used to eliminate monthly checking account service charges</small>		

### ☐ Your Business Checking Account

Account Number ██████████2414  
Statement Period: November 7 through December 10, 2009

Beginning Balance on 11/07/09	\$257.61
Total Deposits and Credits	+ 144,500.00
Total Checks, Withdrawals, Transfers, Account Fees	- 126,585.04
Ending Balance	\$18,172.57

Number of checks paid	1
Number of electronic checks paid	0
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

### ☐ Important Information About Your Account

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

Based on the average balance you've maintained in this account, your monthly service charge has been waived

MARGARET ALLEN RAWSON  
THE VIRTUAL.NET

Statement Date: December 10, 2009

☐ Account Activity

Date Postec	Description	Reference #	Debits	Credits	Balance
11/17	Online Banking transfer to Chk 4515 Confirmation# 7551888426		\$ 110.00		\$147.61
12/01	Wire Type:Wire In Date: 091201 Time:1708 Et Trn:2009120100322516 Seq:2009120100098159/035954 Orig:C4 Worldwide, Inc ID:000003012602477 Snd Bk:W Ells Fargo Bank, Na ID:121000248 Pmt Det:Fw0387333 5450188c4 Worldwid-Darin			\$ 7,500.00	
12/01	Wire Type:Wire In Date: 091201 Time:1711 Et Trn:2009120100323875 Seq:2009120100098747/036143 Orig:C4 Worldwide, Inc ID:000003012602177 Snd Bk:W Ells Fargo Bank, Na ID:121000248 Pmt Det:Fw0387333 5648088c4 Worldwide- Katy Rawson			12,000.00	
12/01	Wire Type:Wire In Date: 091201 Time:1714 Et Trn:2009120100324933 Seq:2009120100099155/036368 Orig:C4 Worldwide, Inc ID:000003012602177 Snd Bk:W Ells Fargo Bank, Na ID:121000248 Pmt Det:Fw0387333 5405088c4 Worldwide			125,000.00	
12/01	Processing Fee For Money Tfr-CA Trn: 091201-322516		\$ 12.00		
12/01	Processing Fee For Money Tfr-CA Trn: 091201-323875		12.00		
12/01	Processing Fee For Money Tfr-CA Trn: 091201-324933		12.00		
12/01	Capital One Services Bill Payment		150.00		
12/02	Check # 1633 <i>to Darin Holmes</i>		\$ 7,500.00		\$144,461.61
12/02	Online Banking transfer to Sav 0600 Confirmation# 2776456968		2,000.00		
12/02	Online Banking transfer to Chk 1910 Confirmation# 0276478504		2,000.00		
12/02	Online Banking transfer to Sav 3661 Confirmation# 4276471554		2,500.00		
12/02	Online Banking transfer to Sav 0613 Confirmation# 4276474718		5,000.00		
12/02	Online Banking transfer to Chk 1910 Confirmation# 4981085980		8,000.00		
12/02	Bank of America Credit Card Bill Payment		12,000.00		
12/02	Online Banking transfer to Chk 4515 Confirmation# 2781185617		75,000.00		
12/04	Nextcard Payment Services Bill Payment		\$ 2,545.16		\$30,461.61
12/07	Discover Card Bill Payment		\$ 9,743.88		\$27,916.45
					\$18,172.57

☐ Overdraft Protection Plan

Savings Account XXXXXXXXXX 3661

Overdraft coverage available \$2,502.32

Continued on next page



MARGARET ALLEN RAWSON  
THE VIRTUAL.NET

Statement Date: December 10, 2009

☐ **Your Regular Savings Account**

Account Number: [REDACTED] 3661

Statement Period: November 9 through December 10, 2009

Beginning Balance on 11/09/09	\$532.29
Total Deposits	+ 2,500.00
Total Withdrawals, Transfers, Account Fees	- 500.00
Interest Paid	+ .03
Service Charge	- 5.00
Ending Balance	\$2,527.32

Annual Percentage Yield earned this period	0.10%
Interest paid year-to-date	\$1.60

☐ **Important Information About Your Account**

Your account earned \$.08 in interest this statement period. The Interest Paid shown above reflects interest earned since your last payment date.

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/02	<b>Deposits and Credits</b> Online Banking transfer from Chk 2414 Confirmation# 4276471554		\$2,500.00
11/23	<b>Withdrawals, Transfers and Account Fees</b> Online Banking transfer to Chk 4515 Confirmation# 1300947927		\$500.00
11/30	<b>Interest Paid</b> Interest Paid from 11/01/09 Through 11/30/09		\$.03
11/30	<b>Service Charge</b> The Monthly Service Charge Was Assessed Because Your Account's Minimum Balance During The Month Was \$ 32.29 on 11-23.		\$5.00

☐ **Your Investment CD Account**

Account Number: [REDACTED] 2819

Statement Period: November 9 through December 10, 2009

Account Value on 12/10/09	\$1,049.95
Principal Balance	\$1,048.90
Interest earned year-to-date	\$6.63
Account term	90 days
Maturity/Renewal Date	12/21/09

Date deposited/renewed	09/21/09
Current interest rate	0.45%

☐ **FACTS - FDIC Insured Account Disclosure Information**

Bank of America would like to remind our small business account holders that accounts may not be used for illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 et. seq.

2347 E P  
E0-3

## Your Bank of America Combined Account Statement

Statement Date: January 8, 2010

**At Your Service**  
Call: 714.973.8495

**Written Inquiries**  
Bank of America  
West Garden Grove  
11460 Knott St  
Garden Grove, CA 92841-1425

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### ☐ Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Business Checking	██████████ 2414	\$ 46,567.56
Regular Savings	██████████ 3661	2,522.53
Investment CD	██████████ 2819	1,050.29
<b>Total Balances</b>		<b>\$ 50,140.38</b>
<small>*Combined balances in these accounts may be used to eliminate monthly checking account service charges</small>		

### ☐ Your Business Checking Account

Account Number: ██████████ 2414  
Statement Period: December 11, 2009  
through January 8, 2010

Beginning Balance on 12/11/09	\$18,172.57
Total Deposits and Credits	+ 155,500.00
Total Checks, Withdrawals, Transfers, Account Fees	- 127,105.01
Ending Balance	\$46,567.56

Number of checks paid	2
Number of electronic checks paid	0
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

Continued on next page

California

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☐ **Account Activity**

Date Posted	Description	Reference #	Debits	Credits	Daily Balance
12/11	Bill Pay Check # 8006		\$ 4,304.12		
12/22	Online Banking transfer to Chk 4515 Confirmation# 6346492143		\$ 5,000.00		\$13,868.45
12/23	Wire Type:Wire In Date: 091223 Time:1314 Et Trn:2009122300212501 Seq:2009122300054387/016641 Orig:C4 Worldwide, Inc ID:000003012602177 Snd Bk:W Ells Fargo Bank, Na ID:121000248 Pmt Det:Fw0387335 7983221				\$8,868.45
12/23	Processing Fee For Money Tfr-CA Trn: 091223-212501		\$ 12.00	\$ 155.500.00	
12/28	Check # 1634		\$ 4,500.00		\$164,356.45
12/28	Bank Of America Credit Card Bill Payment		2,000.00		
12/28	Macys WEB Pymt DES:Online Pmt ID:0000 INDN:1757c88a3be03469 Co ID:Fedwebp WEB Ref:009362004200500		2,500.00		
12/31	Capital One Services Bill Payment		\$ 1,684.38		\$155,356.45
01/04	Carecredit Bill Payment		\$ 500.00		\$153,672.07
01/04	Bank Of America Credit Card Bill Payment		5,000.00		
01/04	Online Banking transfer to Chk 4515 Confirmation# 4940149782		100,000.00		
01/08	Capital One Bill Payment		\$ 1,604.51		\$48,172.07
					\$46,567.56

☐ **Overdraft Protection Plan**

Savings Account [REDACTED] 3661

Overdraft coverage available \$2,497.53

☐ **Your Regular Savings Account**

Account Number: [REDACTED] 3661

Statement Period: December 11, 2009  
through January 10, 2010

Beginning Balance on 12/11/09	\$2,527.32
Interest Paid	+ .21
Service Charge	- 5.00
Ending Balance	\$2,522.53

Annual Percentage Yield earned this period 0.10%

☐ **Important Information About Your Account**

Total interest paid to your account in 2009 : \$1.81

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/31	Interest Paid Interest Paid from 12/01/09 Through 12/31/09		\$ .21

Continued on next page

California

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MARGARET ALLEN RAWSON  
THE VIRTUAL.NET

Statement Date: January 8, 2010

☐ **Account Activity** Continued

Date Posted	Description	Reference Number	Amount
12/31	<b>Service Charge</b> The Monthly Service Charge Was Assessed Because Your Account's Minimum Balance During The Month Was \$ 27.32 on 12-01.		\$5.00

☐ **Your Investment CD Account**

Account Number: [REDACTED] 2819  
Statement Period: December 11, 2009  
through January 10, 2010

Account Value on 01/10/10	\$1,050.29	Date deposited/renewed	12/21/09
Principal Balance	\$1,050.08	Current interest rate	0.35%
Interest earned year-to-date	\$ .10		
Account term	90 days		
Maturity/Renewal Date	03/22/10		

☐ **Important Information About Your Account**

Total interest paid to your account in 2009 : \$7.05

☐ **Account Activity**

Date Posted	Description	Debits	Credits
12/21	Account Renewal Interest Rate: 0.35% Annual Percentage Yield: 0.35% Term: 91 Days Balance Renewed		\$ 1,050.08

# **Your Bank of America Prima Account Statement**

2347 E P  
E0-9

Statement Date: December 10, 2009

At Your Service  
Call: 714.973.8495



MARGARET ALLEN RAWSON  
DR RAWSON  
8751 DEWEY DR  
GARDEN GROVE CA 92841

Written Inquiries  
Bank of America  
West Garden Grove  
11460 Knott St  
Garden Grove, CA 92841-1425

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## ☐ **Summary of Your Deposit Accounts**

Account	Account Number	Your Balance
Prima Interest Checking	██████████4515	\$ 38,604.97
MyAccess Checking	██████████1910	205.97
Regular Savings	██████████613 ██████████0600	5,198.26 2,106.74
<b>Total Balances</b>		<b>\$ 46,115.94</b>

\*Combined balances in these accounts may be used to eliminate monthly checking account service charges

## ☐ **Your Prima Interest Checking Account** Military Flag Theme 1.800.696.6346 - Customer Service

Account Number: ██████████4515  
Statement Period: November 7 through December 10, 2009

Beginning Balance on 11/07/09	\$344.69
Total Deposits	+ 87,489.22
Total Checks, Withdrawals, Transfers, Account Fees	- 49,232.43
Interest Paid	+ 3.49
Ending Balance	\$38,604.97

Annual Percentage Yield earned this period	0.24%
Interest paid year-to-date	\$5.17
Number of ATM withdrawals and transfers	1
Number of purchase transactions	72
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

## ☐ **Checks Paid**      \* Gap in sequential check numbers.

Date Paid	Number	Amount
12/09	5997	\$ 253.00
11/23	5998	285.00
12/02	5999	32.00
11/16	* 6060	25.00
11/17	* 6076	7.20
11/10	* 6102	58.94

Date Paid	Number	Amount
11/09	6103	42.00
11/10	* 6105	16.39
11/10	6106	25.82
11/17	6107	12.78
11/27	6108	30.03
12/10	* 6125	8.00

Continued on next page

California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ **Checks Paid Continued** \* Gap in sequential check numbers.

Date Paid	Number	Amount	Date Paid	Number	Amount
11/27	* 6127	750.00	12/04	6151	42.00
11/30	6128	125.00	12/04	6152	1,800.00
12/09	6129	71.00	12/07	6153	10,000.00
12/09	6130	130.00	12/08	* 6155	4,000.00
12/08	* 6150	125.00	<b>Total of 21 Checks Paid</b>		<b>\$17,839.16</b>

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
<b>Deposits and Credits</b>			
11/09	Online Banking transfer from Sav 0613 Confirmation# 3069864051		\$800.00
11/13	Coast Cadillac DES:Payroll ID:1000143 INDN:Rawson Margaret Co ID:1954711579 PPD Ref:009316003443955		2,243.01
11/17	Online Banking transfer from Chk 2414 Confirmation# 7551888426		110.00
11/19	Online Banking transfer from Sav 0600 Confirmation# 6169391772		400.00
11/23	Online Banking transfer from Sav 3661 Confirmation# 1300947927		500.00
11/24	ATM deposit on 11/24, Bank of America ATM #ICAD7957 (Card #430661520)	001540	418.88
11/25	US Treasury 303 DES:SOC SEC ID:XXXX2543a SSA INDN:Dr Rawson Co ID:3031036030 PPD Ref:009324005553922		1,472.00
11/30	Coast Cadillac DES:Payroll ID:1000143 INDN:Rawson Margaret Co ID:1954711579 PPD Ref:009331007822868		2,243.01
12/02	Online Banking transfer from Chk 2414 Confirmation# 2781185617		75,000.00
12/03	ATM deposit on 12/03, Bank of America ATM #ICAD6361 (Card #430661520)	005351	302.32
12/09	Online Banking transfer from Chk 1910 Confirmation# 4141687732		4,000.00
	<b>Total Deposits and Credits</b>		<b>\$87,489.22</b>
<b>Withdrawals, Transfers and Account Fees</b>			
11/09	Rodale Inc Books DES:6109675171 Check #:6101 INDN:64098154 Co ID:30015697w1 ARC Ref:009310010535210		\$5.44
11/09	Purchase on 11/09 (Card #427440318), Rolling Pin Kit/2 Westminster CA	322208	8.14
11/09	Check Card Purchase on 11/08 (Card #427440318), Panda Express 995 Buena Park CA Ref #24224439313103017007315		9.23
11/09	Check Card Purchase on 11/06 (Card #427440318), El Torito 7018 Westminster CA Ref #24323019311545811010360		27.71
11/09	Purchase on 11/07 (Card #427440318), Cortina Italian M Anaheim CA	206936	27.75
11/09	Purchase on 11/09 (Card #427440318), Petsmart Inc 1452 Huntington Be CA	464031	29.34
11/09	Check Card Purchase on 11/06 (Card #427440318), Island Cleaner-Katella 714-4841005 CA Ref #24122479312900010000076		42.75
11/09	Check Card Purchase on 11/05 (Card #430661520), Carlton Hair Internatio Westminster CA Ref #24717059310693105162827		60.00
11/09	Purchase on 11/09 (Card #430661520), Sou Michaels #303 Huntington Be CA	271149	75.08
11/09	Capital One Bill Payment		91.00
11/10	Purchase on 11/10 (Card #427440318), Shell Service Sta Stanton CA	985310	7.99
11/10	Macy's Bill Payment		54.00
11/10	Macy's Bill Payment		142.00
11/12	Check Card Purchase on 11/11 (Card #427440318), Magazine Processing Ctr 800-5287789 TN Ref #24717059315133158594845		23.90
11/13	Check Card Purchase on 11/12 (Card #427440318), The Kettle Manhattan Bea CA Ref #24071059316158114672517		28.00
11/13	Gevalia Bill Payment		32.55

Continued on next page

California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
11/13	<b>Withdrawals, Transfers and Account Fees</b>		
11/13	Time Warner Cable Los Angeles CA Bill Payment		
11/13	Purchase on 11/13 (Card #430661520).		46.95
11/13	Target T2304 West Westminster CA	947625	48.56
11/13	Dillard National Bank Bill Payment		
11/13	Aaa Financial Services Bill Payment		179.00
11/16	Check Card Purchase on 11/13 (Card #427440318).		319.00
	Apl*itunes 866-712-7753 CA		.99
	Ref #24692169317000797715855		
11/16	Check Card Purchase on 11/13 (Card #427440318).		
	Island Cleaners 714-484-1005 CA		24.55
	Ref #24223699319980028595816		
11/16	Check Card Purchase on 11/13 (Card #427440318).		
	Mimis Cafe 00000059 Tustin CA		26.78
	Ref #24399009318331540091648		
11/16	Check Card Purchase on 11/12 (Card #427440318).		
	Yard House Irvine CA		80.40
	Ref #24323019317575769018325		
11/16	Purchase on 11/14 (Card #430661520).		
	#06186 Albertsons Anaheim CA	175440	102.37
11/17	Check Card Purchase on 11/16 (Card #427440318).		
	Godaddy.Com 480-5058855 AZ		10.87
	Ref #24351789321266812133165		
11/17	Capital One Credit Cards Bill Payment		
11/17	Capital One Services Bill Payment		75.00
11/17	City of Garden Grove Bill Payment		135.00
11/18	Check Card Purchase on 11/12 (Card #427440318).		198.84
	Www.Skype.Com Internet LU		.30
	Ref #74547069322070086156274		
11/18	International Transaction Fee		
	Check Card Purchase on 11/12 (Card #427440318).		10.00
	Www.Skype.Com Internet LU		
	Ref #74547069322070086156274		
11/18	Southern California Gas Bill Payment		
11/18	GMAC Bill Payment		20.73
11/19	Orange Co Regist DES:Dr/Cr ID:B 016112009240 INDN: Margaret Rawson Co ID:1951140750 PPD Pmt Info:Discus Batch 0161120092 40030 @d Ref:009322005933586		519.73
11/19	Check Card Purchase on 11/17 (Card #427440318).		9.95
	Apro 15 Stanton CA		20.35
	Ref #24427339322120004626960		
11/19	Check Card Purchase on 11/18 (Card #430661520).		
	Professional Stanton CA		34.00
	Ref #24129429322100002277412		
11/19	Check Card Purchase on 11/18 (Card #430661520).		
	Liquid WEB 517-3220434 MI		110.00
	Ref #24755419322153222344043		
11/20	AT&T Bill (sbc-Ca) Bill Payment		
11/20	Macy's Bill Payment		28.83
11/20	AT&T Bill (sbc-Ca) Bill Payment		30.00
11/20	Target Bill Payment		64.35
11/20	Macy's Bill Payment		76.00
11/20	Capital One Services Bill Payment		94.00
11/20	Bank Of America Credit Card Bill Payment		112.00
11/23	Check Card Purchase on 11/19 (Card #427440318).		250.00
	Apro 15 Stanton CA		6.74
	Ref #24427339324120004987071		
11/23	Purchase on 11/21 (Card #427440318).		
	Cortina Italian M Anaheim CA	400864	21.42
11/23	Check Card Purchase on 11/19 (Card #427440318).		
	Macaroni Gr12000001206 Huntington BC CA		29.84
	Ref #24164079324129402000154		
11/23	Purchase on 11/23 (Card #430661520).		
	#06186 Albertsons Anaheim CA	581598	105.47
11/25	Cash withdrawal on 11/25.		
	Bank of America ATM #ICAD3182 (Card #430661520)	007942	200.00

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California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
11/27	<b>Withdrawals, Transfers and Account Fees</b>		
11/27	Purchase on 11/27 (Card #427440318), Shell Service Sta Stanton CA	758390	7.99
11/27	Lowe's Consumer Credit Card Bill Payment		
11/27	Purchase on 11/27 (Card #427440318), Shell Service Sta Stanton CA	755192	33.00
11/27	Purchase on 11/27 (Card #430661520), Walgreen Company Stanton CA	642610	43.39
11/27	Check Card Purchase on 11/25 (Card #427440318), Island Cleaners 714-484-1005 CA Ref #24223699330980028595852		45.33
11/27	Dell Preferred Account Bill Payment		49.05
11/27	Purchase on 11/27 (Card #430661520), Target T0229 Cypr Cypress CA	762597	52.00
11/27	T-Mobile Bill Payment		74.68
11/27	Macy's Bill Payment		
11/27	Discover Card Bill Payment		81.03
11/27	AT&T Mobility Bill Payment		113.00
11/27	Lowe's Consumer Credit Card Bill Payment		130.00
11/30	Check Card Purchase on 11/23 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069333060380657892		155.82
11/30	International Transaction Fee		161.00
11/30	Check Card Purchase on 11/26 (Card #427440318), Bagel Lady Cafe Cypress CA Ref #24122479331900017600016		.75
11/30	Check Card Purchase on 11/29 (Card #427440318), Support.Wildgames.Com 425-497-4646 WA Ref #24492159333027651240392		5.57
11/30	Check Card Purchase on 11/26 (Card #430661520), Disney-Clothiers-Ch Anaheim CA Ref #24210739331154331001085		9.99
11/30	Check Card Purchase on 11/28 (Card #430661520), 0078 Yankee Candle Santa Ana CA Ref #24224439333104011299359		10.40
11/30	Check Card Purchase on 11/26 (Card #427440318), Disney-Camera Shop Anaheim CA Ref #24210739331154331000749		10.88
11/30	Purchase on 11/28 (Card #430661520), Walgreen Company Stanton CA	235369	11.27
11/30	Check Card Purchase on 11/23 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069333060380657892		13.03
11/30	Check Card Purchase on 11/27 (Card #430661520), Apro 15 Stanton CA Ref #24427339332120004532851		25.00
11/30	Check Card Purchase on 11/26 (Card #430661520), Disney-Emporium - D Anaheim CA Ref #24210739331154331001168		30.00
11/30	Check Card Purchase on 11/26 (Card #427440318), Disney-Plaza Inn - Anaheim CA Ref #24210739331154331002133		30.41
11/30	Capital One DES:Online Pmt ID:933239910213212 INDN:1335523093rawson Marga Co ID:9279744991 WEB Ref:009334003340037		32.81
11/30	Check Card Purchase on 11/28 (Card #430661520), Cldwtr Ck 1280-28299 Santa Ana CA Ref #24692169333000206890695		50.00
11/30	Check Card Purchase on 11/28 (Card #427440318), P.F. Chang's #7800 Mission Viejo CA Ref #24341299333251201011627		70.52
11/30	Check Card Purchase on 11/28 (Card #430661520), 0078 Yankee Candle Santa Ana CA Ref #24224439333104011299342		76.90
11/30			77.14

Continued on next page

MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
<b>Withdrawals, Transfers and Account Fees</b>			
11/30	Check Card Purchase on 11/28 (Card #430661520), Teavana #53 Mission Viejo CA Ref #24341299333249332010799		83.14
11/30	Check Card Purchase on 11/28 (Card #430661520), 0080 Yankee Candle Mission Viejo CA Ref #24224439333104011299854		86.95
11/30	Check Card Purchase on 11/29 (Card #427440318), The Kettle Manhattan Bea CA Ref #24071059333158161266691		88.52
11/30	General Motors Acceptance Corp Bill Payment		
12/01	Check Card Purchase on 11/25 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069335070100256394		650.10
	International Transaction Fee		.30
12/01	Check Card Purchase on 11/25 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069335070100269793		.30
	International Transaction Fee		
12/01	Check Card Purchase on 11/25 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069335070100256394		10.00
12/01	Check Card Purchase on 11/25 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069335070100269793		10.00
12/01	Purchase on 11/30 (Card #427440318), Petsmart Inc 1452 Huntingtonbch CA	069361	44.55
12/01	Capital One Services Bill Payment		
12/01	Macy's Premier Visa Bill Payment		50.00
12/01	Capital One Bill Payment		64.00
12/02	Home Depot Bill Payment		150.00
12/02	Check Card Purchase on 11/30 (Card #427440318), Macaroni Gr12000001206 Huntington BC CA Ref #24164079335129321001058		67.00
			73.75
12/02	Check Card Purchase on 12/01 (Card #430661520), Cldwtr Ck 1399-19998 800-262-0040 ID Ref #24692169335000532629393		90.08
12/03	Southern California Edison Bill Payment		
12/03	Purchase on 12/03 (Card #430661520), Costco Whse #0424 Signal Hill CA	553044	159.27
12/04	Check Card Purchase on 12/02 (Card #430661520), Apro 15 Stanton CA Ref #24427339337120004719263		238.32
			38.00
12/04	Carecredit Bill Payment		
12/04	Check Card Purchase on 12/03 (Card #427440318), US Storage Centers-Sta 714-828-6200 CA Ref #24323009337253337010052		123.00
			156.00
12/04	Purchase on 12/04 (Card #430661520), Williams-Sonoma 0 Costa Mesa CA	845410	185.71
12/04	Macy's Bill Payment		
12/04	Capital One Credit Cards Bill Payment		654.41
12/04	Aaa Financial Services Bill Payment		800.73
12/07	Purchase on 12/05 (Card #430661520), Cvs 09481 09481-- Stanton CA	228870	9,258.89
			18.07
12/07	Check Card Purchase on 12/03 (Card #430661520), Apro 15 Stanton CA Ref #24427339338120004985434		30.00
12/07	Check Card Purchase on 12/03 (Card #430661520), 0078 Yankee Candle Santa Ana CA Ref #24224439338104009874614		54.35
12/07	Check Card Purchase on 12/04 (Card #427440318), 37signals-Charge.Com 312-239-0165 IL Ref #24425139339578071019632		99.00
12/07	Purchase on 12/05 (Card #430661520), Roger's Gardens N Corona Del Ma CA	281335	128.12

Continued on next page

California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ **Account Activity** Continued

Date Posted	Description	Reference Number	Amount
12/07	<b>Withdrawals, Transfers and Account Fees</b>		
12/07	Check Card Purchase on 12/03 (Card #430661520), 0078 Yankee Candle Santa Ana CA Ref #24224439338104009874622		131.55
12/07	Purchase on 12/05 (Card #430661520), Costco Whse #0748 Cypress CA	253402	351.69
12/07	Bank Of America Credit Card Bill Payment		
12/08	Check Card Purchase on 12/02 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069342020100040265		4,500.00 .30
12/08	Check Card Purchase on 12/02 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069342020100040265		10.00
12/08	Directv DES:Payment ID:Xxxxx4484 INDN:Rawson Co ID:9dtdvtv PPD Ref:009341015010760		
12/08	Macy's Bill Payment		85.97
12/09	Lowe's Consumer Credit Card Bill Payment		2,000.00
12/09	Jcpenney Consumer Credit Card Bill Payment		1,087.05
12/10	Check Card Purchase on 12/09 (Card #430661520), Katella Deli Los Alamitos CA Ref #24736939343013192070026		2,000.00 14.03
12/10	Check Card Purchase on 12/09 (Card #430661520), Professionail Stanton CA Ref #24129429343100002215458		41.00
12/10	Purchase on 12/10 (Card #427440318), Costco Gas #0748 Cypress CA	867180	50.82
12/10	Macy's Bill Payment		650.44
12/10	Macy's Bill Payment		2,000.00
	Total Withdrawals, Transfers and Account Fees		\$31,393.27
12/10	Interest Paid		
	Interest Paid from 11/07/09 Through 12/10/09		\$3.49

☐ **Daily Balance**

Date	Amount	Date	Amount	Date	Amount
11/09	\$ 726.25	11/20	416.14	12/03	75,499.61
11/10	421.11	11/23	467.67	12/04	62,440.87
11/12	397.21	11/24	886.55	12/07	47,128.09
11/13	1,986.16	11/25	2,158.55	12/08	40,906.82
11/16	1,726.07	11/27	432.23	12/09	41,365.77
11/17	1,396.38	11/30	1,186.86	12/10	38,604.97
11/18	845.62	12/01	857.71		
11/19	1,071.32	12/02	75,594.88		

☐ **Overdraft Protection Plan**

Savings Account 0613

Overdraft coverage available \$5,173.26

Continued on next page

California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ Your MyAccess Checking Account

Account Number: [REDACTED] 1910

Statement Period: November 7 through December 10, 2009

Beginning Balance on 11/07/09	\$56.17
Total Deposits	+ 10,240.00
Total Checks, Withdrawals, Transfers, Account Fees	- 10,090.20
Ending Balance	\$205.97

Number of ATM withdrawals and transfers	6
Number of purchase transactions	9
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

☐ Account Activity

Date Posted	Description	Reference Number	Amount
11/12	<b>Deposits and Credits</b>		
	ATM deposit on 11/11.		
	Bank of America ATM #INVD0136 (Card #437321177)	009485	\$240.00
12/02	Online Banking transfer from Chk 2414 Confirmation# 0276478504		
12/02	Online Banking transfer from Chk 2414 Confirmation# 4981085980		2,000.00
	Total Deposits and Credits		8,000.00
			\$10,240.00
11/12	<b>Withdrawals, Transfers and Account Fees</b>		
	Keep The Change Transfer to Acct 0600 For 11/12/09		
11/12	Paypal DES:Inst Xfer ID:4dzj23xcgcwfe INDN:Katy Castro		\$ .88
	Co ID:Paypalsi66 WEB Ref:009316005632381		
11/12	Check Card Purchase on 11/10 (Card #437321177).		12.32
	Nfi*www.Netflix.Com/Cc Netflix.Com CA		15.12
	Ref #24692169314000356461670		
11/17	Cash withdrawal on 11/17.		
	Bank of America ATM #INVD0136 (Card #437321177)	003059	220.00
12/02	Cash withdrawal on 12/02.		
	Bank of America ATM #INVD0135 (Card #437321177)	008960	400.00
12/03	Cash withdrawal on 12/03.		
	Bank of America ATM #INVD5004 (Card #437321177)	001903	400.00
12/04	Paypal DES:Transfer ID:4dzj23yjypvm6 INDN:Katy Castro		
	Co ID:Paypalsd22 WEB Ref:009337005152844		
12/04	Cash withdrawal on 12/04.		
	Bank of America ATM #INVD0114 (Card #437321177)	008025	25.88
12/07	Check Card Purchase on 12/05 (Card #437321177).		400.00
	Redbox *dvd Rental Oakbrkterrace IL		1.08
	Ref #24692169340000425420416		
12/07	Keep The Change Transfer to Acct 0600 For 12/07/09		
12/07	Check Card Purchase on 12/05 (Card #437321177).		1.79
	Speedpay/Insurancepymt 888-254-4608 CA		127.50
	Ref #24692169339000214017368		
12/07	Cash withdrawal on 12/05.		
	Bank of America ATM #INVD5013 (Card #437321177)	005993	400.00
12/07	Cash withdrawal on 12/06.		
	Bank of America ATM #INVD5577 (Card #437321177)	008181	400.00
12/07	Check Card Purchase on 12/04 (Card #437321177).		
	Cox*las Vegas Comm Sv 702-383-4000 NV		505.63
	Ref #24692169339000255486159		
12/08	Keep The Change Transfer to Acct 0600 For 12/08/09		
12/08	Check Card Purchase on 12/07 (Card #437321177).		.35
	Lca*labcorp (lcbs) WEB 800-845-6167 NC		24.65
	Ref #24692169341000707563460		
12/08	Check Card Purchase on 12/07 (Card #437321177).		
	Cps*auto Loan Payment 866-325-4568 CA		3,012.00
	Ref #24692169341000702560396		
12/09	Keep The Change Transfer to Acct 0600 For 12/09/09		
12/09	Check Card Purchase on 12/07 (Card #437321177).		.18
	Old Navy on-Line 800-Oldnavy OH		137.82
	Ref #24418009342342039780200		
12/09	Online Banking transfer to Chk 4515 Confirmation# 4141687732		4,000.00

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California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ **Account Activity** Continued

Date Posted	Description	Reference Number	Amount
12/10	<b>Withdrawals, Transfers and Account Fees</b>		
12/10	Check Card Purchase on 12/08 (Card #437321177), Redbox *dvd Rental Oakbrkterrace IL Ref #24692169343000976499311		1.08
12/10	Keep The Change Transfer to Acct 0600 For 12/10/09		1.76
12/10	Check Card Purchase on 12/09 (Card #437321177), Redbox *dvd Rental 866-733-2693 IL Ref #24692169343000976772915		2.16
	Total Withdrawals, Transfers and Account Fees		\$10,090.20

☐ **Your Regular Savings Account**

Account Number: [REDACTED] 0613

Statement Period: November 9 through December 10, 2009

Beginning Balance on 11/09/09	\$1,003.23
Total Deposits	+ 5,000.00
Total Withdrawals, Transfers, Account Fees	- 800.00
Interest Paid	+ .03
Service Charge	- 5.00
Ending Balance	\$5,198.26

Annual Percentage Yield earned this period	0.10%
Interest paid year-to-date	\$2.52

☐ **Important Information About Your Account**

Your account earned \$.14 in interest this statement period. The Interest Paid shown above reflects interest earned since your last payment date.

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/02	<b>Deposits and Credits</b>		
12/02	Online Banking transfer from Chk 2414 Confirmation# 4276474718		\$5,000.00
11/09	<b>Withdrawals, Transfers and Account Fees</b>		
11/09	Online Banking transfer to Chk 4515 Confirmation# 3069864051		\$800.00
11/30	<b>Interest Paid</b>		
11/30	Interest Paid from 11/01/09 Through 11/30/09		\$.03
11/30	<b>Service Charge</b>		
11/30	The Monthly Service Charge Was Assessed Because Your Account's Minimum Balance During The Month Was \$203.23 on 11-09.		\$5.00

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California

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: December 10, 2009

☐ **Your Regular Savings Account**

Account Number: [REDACTED] 0600

Statement Period: November 9 through December 10, 2009

Beginning Balance on 11/09/09	\$503.51
Total Deposits	+ 2,003.20
Total Withdrawals, Transfers, Account Fees	- 400.00
Interest Paid	+ .03
Ending Balance	\$2,106.74

Annual Percentage Yield earned this period	0.10%
Interest paid year-to-date	\$.33

☐ **Important Information About Your Account**

Your account earned \$.07 in interest this statement period. The Interest Paid shown above reflects interest earned since your last payment date.

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
<b>Deposits and Credits</b>			
11/13	Keep The Change Credit from Acct 1910 For 11/12/09 (effective dated 11/12)		
12/02	Online Banking transfer from Chk 2414 Confirmation# 2776456968		\$ .88
12/08	Keep The Change Credit from Acct 1910 For 12/07/09 (effective dated 12/07)		2,000.00
12/09	Keep The Change Credit from Acct 1910 For 12/08/09 (effective dated 12/08)		1.79
12/10	Keep The Change Credit from Acct 1910 For 12/09/09 (effective dated 12/09)		.35
			.18
	Total Deposits and Credits		\$2,003.20
<b>Withdrawals, Transfers and Account Fees</b>			
11/19	Online Banking transfer to Chk 4515 Confirmation# 6169391772		\$400.00
<b>Interest Paid</b>			
11/30	Interest Paid from 11/01/09 Through 11/30/09		\$.03

☐ **ATM Information**

This period, you visited the following ATM locations:

**Bank of America's ATM Network**

- #ICAD3182 Bank Of America, Garden Grove, CA
- #ICAD6361 Bank Of America, Santa Ana, CA
- #ICAD7957 Bank Of America, Long Beach, CA
- #INVD0114 Bank Of America, Las Vegas, NV
- #INVD0135 Bank Of America, Las Vegas, NV
- #INVD0136 Bank Of America, Las Vegas, NV
- #INVD5004 Bank Of America, Las Vegas, NV
- #INVD5013 Bank Of America, Las Vegas, NV
- #INVD5577 Bank Of America, Las Vegas, NV

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## Your Bank of America Prima Account Statement

Statement Date: January 8, 2010

At Your Service  
Call: 714.973.8495

Written Inquiries  
Bank of America  
West Garden Grove  
11460 Knott St  
Garden Grove, CA 92841-1425

Customer since 1991  
Bank of America appreciates your  
business and we enjoy serving you.

Our free Online Banking service allows you to check balances, track account activity, pay bills and more. With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement. Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).

### ☐ Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Prima Interest Checking	██████████4515	\$ 10,678.32
MyAccess Checking	██████████1910	45.97
Regular Savings	* ██████████0613 ██████████0600	29,694.90 2,110.31
Total Balances		\$ 42,529.50

\*Combined balances in these accounts may be used to eliminate monthly checking account service charges

### ☐ Your Prima Interest Checking Account

Military Flag Theme 1.800.696.6346 - Customer Service

Account Number: ██████████4515  
Statement Period: December 11, 2009  
through January 8, 2010

Beginning Balance on 12/11/09	\$38,604.97
Total Deposits	+ 139,132.81
Total Checks, Withdrawals, Transfers, Account Fees	- 167,064.40
Interest Paid	+ 4.94
Ending Balance	\$10,678.32

Annual Percentage Yield earned this period	0.27%
Interest paid year-to-date	\$4.94
Number of ATM withdrawals and transfers	0
Number of purchase transactions	70
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

### ☐ Important Information About Your Account

Total interest paid to your account in 2009 : \$5.17

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California

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☐ **Branch/ATM Deposits**

Number	Date Posted	Amount
	12/11	\$25,174.74

☐ **Checks Paid**

\* Gap in sequential check numbers.

Date Paid	Number	Amount	Date Paid	Number	Amount
12/15	6126	\$ 10.00	12/21	6158	75.00
12/28	* 6131	17.60	12/21	6159	60.00
12/21	6132	1,300.00	12/30	* 6162	35.00
12/30	6133	112.00	01/04	* 6176	42.00
01/06	6134	1,578.81	12/15	* 9758	2,524.56
01/04	* 6154	386.19	12/28	* 9766	2,239.66
12/14	* 6156	54.00			
12/15	6157	61.00			
			<b>Total of 14 Checks Paid</b>		
			<b>\$8,495.82</b>		

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/15	<b>Deposits and Credits</b>		
	Coast Cadillac DES:Payroll ID:1000143 INDN:Rawson Margaret		
	Co ID:1954711579 PPD Ref:009348004455609		
12/22	Online Banking transfer from Chk 2414 Confirmation# 6346492143		\$2,243.01
12/23	US Treasury 303 DES:SOC SEC ID:XXXX2543a SSA INDN:Dr Rawson		5,000.00
	Co ID:3031036030 PPD Ref:009352007311072		
12/31	Coast Cadillac DES:Payroll ID:1000143 INDN:Rawson Margaret		1,472.00
	Co ID:1954711579 PPD Ref:009364005361842		
01/04	ATM deposit on 01/02,		
	Bank of America ATM #ICAD2887 (Card #430661520)	008828	2,243.06
01/04	Online Banking transfer from Chk 2414 Confirmation# 4940149782		3,000.00
	<b>Total Deposits and Credits</b>		<b>100,000.00</b>
	<b>Withdrawals, Transfers and Account Fees</b>		<b>\$113,958.07</b>
12/11	Purchase on 12/11 (Card #430661520),		
	Kohl's #0604 1234 Seal Beach CA	827562	\$56.05
12/11	Purchase on 12/11 (Card #430661520),		
	Cns Jos. A. Bank Seal Beach CA	522640	484.59
12/11	Capital One Bill Payment		
12/11	CA Tir cash withdrawal from Chk 4515 Banking Ctr West Garden Grove		1,500.00
	#0002347 CA Confirmation# 6257839650		
12/14	Purchase on 12/13 (Card #430661520),		
	Cortina Italian M Anaheim CA	006252	4,400.00
12/14	Purchase on 12/13 (Card #430661520),		11.57
	Walgreen Company Anaheim CA	200166	23.35
12/14	Purchase on 12/12 (Card #430661520),		
	Sou Best Buy #111 Westminster CA	234368	34.78
12/14	Purchase on 12/14 (Card #430661520),		
	Sou Michaels #470 Buena Park CA	992938	39.31
12/14	Check Card Purchase on 12/11 (Card #427440318),		
	Claim Jumper #33 Costa Mesa CA		46.00
	Ref #24493989346207299504854		
12/14	Purchase on 12/11 (Card #430661520),		
	Containerstorecos Costa Mesa CA	851475	50.23
12/14	Check Card Purchase on 12/10 (Card #427440318),		
	Red Robin 599 Cypress CA		56.00
	Ref #24717059345733452558323		
12/14	Purchase on 12/13 (Card #430661520),		
	Costco Whse #0748 Cypress CA	054179	60.22
12/14	Purchase on 12/14 (Card #427440318),		
	Petsmart Inc 1187 Buena Park CA	333004	61.93

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MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: January 8, 2010

☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
12/14	<b>Withdrawals, Transfers and Account Fees</b>		
12/14	Check Card Purchase on 12/11 (Card #427440318), Island Cleaners 714-484-1005 CA Ref #24223699347980028595812		68.40
12/14	Check Card Purchase on 12/11 (Card #430661520), Cldwtr Ck 1280-28399 Seal Beach CA Ref #24692169346000604693118		72.99
12/14	Purchase on 12/13 (Card #430661520), Stater Bros #166 Anaheim CA	166468	73.74
12/14	Purchase on 12/12 (Card #430661520), Wal-Mart #5164 Norwalk CA	895741	78.20
12/14	Check Card Purchase on 12/12 (Card #427440318), Pagoda Inn Northridge CA Ref #24653009347900017100201		100.00
12/14	Check Card Purchase on 12/13 (Card #430661520), Stats Floral Supply #6 Seal Beach CA Ref #24492799347118000100556		167.95
12/14	Check Card Purchase on 12/12 (Card #430661520), Cldwtr Ck 1280-28111 Sherman Oaks CA Ref #24692169347000753869377		191.89
12/14	Purchase on 12/13 (Card #427440318), Target T0229 Cypr Cypress CA	324088	260.03
12/14	Online Banking transfer to Sav 0613 Confirmation# 0363638061		
12/15	Check Card Purchase on 12/09 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069349070159915407		24,500.00 .30
12/15	International Transaction Fee		
12/15	Check Card Purchase on 12/12 (Card #427440318), Ampco Sherman Oaks Vale Sherman Oaks CA Ref #24418009348348428697909		7.00
12/15	Check Card Purchase on 12/09 (Card #427440318), Www.Skype.Com Internet LU Ref #74547069349070159915407		10.00
12/15	Gevalia Bill Payment		
12/15	Check Card Purchase on 12/13 (Card #427440318), Apro 15 Stanton CA Ref #24427339348120003815200		32.55 46.58
12/15	Time Warner Cable Los Angeles CA Bill Payment		
12/15	Capital One Credit Cards Bill Payment		46.95
12/15	Dell Preferred Account Bill Payment		64.80
12/15	Dillard National Bank Bill Payment		1,657.34
12/16	Purchase on 12/16 (Card #430661520), Ralphs 1930 Lakew Long Beach CA	745200	2,000.00 241.39
12/17	Purchase on 12/17 (Card #430661520), Macy's 525 3 Westminster CA	061721	189.68
12/17	Capital One Services Bill Payment		
12/18	Purchase on 12/18 (Card #427440318), Shell Service Sta Stanton CA	781193	2,000.00 12.99
12/18	Check Card Purchase on 12/17 (Card #430661520), Fol*folica.Com 609-860-8430 NJ Ref #24692169351000410078936		24.94
12/18	Southern California Gas Bill Payment		
12/18	AT&T Bill (sbc-Ca) Bill Payment		29.99
12/18	AT&T Bill (sbc-Ca) Bill Payment		64.36
12/18	GMAC Bill Payment		68.67
12/18	Bank Of America Credit Card Bill Payment		519.73
12/21	Purchase on 12/21 (Card #427440318), The UPS Store #25 Stanton CA	561727	900.00 11.92
12/21	Purchase on 12/19 (Card #430661520), Walgreen Company Garden Grove CA	542351	14.76
12/21	Check Card Purchase on 12/19 (Card #427440318), Amc Disney 12 04002127 Anaheim CA Ref #24164079354931360610301		25.00
12/21	Purchase on 12/21 (Card #427440318), Staples, Inc. Cypress CA	188519	32.60

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☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
12/21	<b>Withdrawals, Transfers and Account Fees</b>		
12/21	Check Card Purchase on 12/19 (Card #427440318), Amc Disney 12 04002127 Anaheim CA Ref #24164079354931360609808		35.25
12/21	Purchase on 12/21 (Card #427440318), Hickory Farms #13 Westminster CA	086337	36.54
12/21	Purchase on 12/19 (Card #427440318), Payless Shoesourc Westminster CA	812776	38.04
12/21	Check Card Purchase on 12/19 (Card #427440318), Union 76 13702915 Seal Beach CA Ref #24164079353619754726137		39.41
12/21	Purchase on 12/21 (Card #427440318), Walgreen Company Stanton CA	923061	55.36
12/21	Purchase on 12/20 (Card #427440318), Petsmart Inc 1187 Buena Park CA	315414	59.99
12/21	Check Card Purchase on 12/19 (Card #427440318), Island Cleaners 714-484-1005 CA Ref #24223699354980028595804		66.95
12/21	Purchase on 12/19 (Card #430661520), Cns Bath & Body W Westminster CA	861298	70.47
12/21	Purchase on 12/19 (Card #430661520), Target T1328 Seal Seal Beach CA	187728	109.09
12/21	AT&T Mobility Bill Payment		173.75
12/21	Capital One Services Bill Payment		2,000.00
12/21	Capital One Bill Payment		2,000.00
12/21	CA Tir cash withdrawal from Chk 4515 Banking Ctr West Garden Grove #0002347 CA Confirmation# 1842343858		3,000.00
12/22	Purchase on 12/22 (Card #427440318), Rebel #2185 Henderson NV	574242	47.35
12/22	Check Card Purchase on 12/20 (Card #427440318), Apro 15 Stanton CA Ref #24427339355120003842865		48.50
12/22	Purchase on 12/22 (Card #430661520), Cns Jos Bank Clot Henderson NV	622332	62.16
12/22	Check Card Purchase on 12/20 (Card #430661520), Villeroy & Boch #55 Costa Mesa CA Ref #24761979355274354010551		200.71
12/23	Check Card Purchase on 12/21 (Card #427440318), Katella Deli Los Alamitos CA Ref #24736939356013579757652		11.35
12/23	Purchase on 12/22 (Card #427440318), Walgreen Company Henderson NV	157535	32.35
12/24	Check Card Purchase on 12/22 (Card #427440318), Apro 15 Stanton CA Ref #24427339357120004932192		17.05
12/28	Purchase on 12/28 (Card #427440318), Cns Rite AID Corp Buena Park CA	355970	11.52
12/28	Purchase on 12/25 (Card #427440318), Rebel #2185 Henderson NV	081336	23.51
12/28	Check Card Purchase on 12/26 (Card #430661520), Cldwtr Ck 1280-28108 Mission Viejo CA Ref #24692169361000080245250		27.15
12/28	Purchase on 12/26 (Card #427440318), #06186 Albertsons Anaheim CA	889371	29.65
12/28	Purchase on 12/26 (Card #430661520), Pottery Barn 0441 Mission Viejo CA	593320	39.08
12/28	Purchase on 12/26 (Card #427440318), Shell Service Sta Stanton CA	352243	44.08
12/28	Check Card Purchase on 12/26 (Card #427440318), P.F. Chang's #7800 Mission Viejo CA Ref #24341299361251228011555		74.18
12/28	T-Mobile Bill Payment		95.12
12/28	Check Card Purchase on 12/23 (Card #430661520), Teavana #61 Las Vegas NV Ref #24341299358249357010302		110.92
12/28	Lowe's Consumer Credit Card Bill Payment		1,500.00

Continued on next page

MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: January 8, 2010

☐ Account Activity Continued

Date Posted	Description	Reference Number	Amount
	<b>Withdrawals, Transfers and Account Fees</b>		
12/28	Macy's Premier Visa Bill Payment		
12/28	Macy's Bill Payment		1,891.96
12/29	Kohls Bill Payment		2,000.00
12/30	Check Card Purchase on 12/29 (Card #427440318). Support.Wildgames.Com 425-497-4646 WA Ref #24492159363027781133007		56.05 9.99
12/30	Capital One Credit Cards Bill Payment		
12/31	Purchase on 12/31 (Card #427440318). Walgreen Company Stanton CA	458785	29.34 10.69
12/31	General Motors Acceptance Corp Bill Payment		
01/04	Purchase on 01/04 (Card #427440318). Staples, Inc. Cypress CA	304446	656.07 8.68
01/04	Check Card Purchase on 01/01 (Card #427440318). The Olive Gard00012203 Cypress CA Ref #24399000002140000179128		36.56
01/04	Check Card Purchase on 01/01 (Card #427440318). Apro 15 Stanton CA Ref #24427330002120003284619		44.24
01/04	Purchase on 01/02 (Card #430661520). Williams-Sonoma 0 Costa Mesa CA	732716	48.90
01/04	Check Card Purchase on 01/02 (Card #427440318). Island Cleaners 714-484-1005 CA Ref #24223690003980028595840		86.85
01/04	Check Card Purchase on 12/31 (Card #427440318). The Original Fish Compa Los Alamitos CA Ref #24275399365900019773500		106.66
01/04	Purchase on 01/02 (Card #430661520). Costco Whse #0748 Cypress CA	495199	196.07
01/04	Southern California Edison Bill Payment		
01/05	Check Card Purchase on 01/04 (Card #430661520). Ver*vt Ctry Ecommerce 802-362-8484 VT Ref #24692160004000141609215		211.41 26.90
01/05	Check Card Purchase on 01/03 (Card #427440318). Apro 15 Stanton CA Ref #24427330004120003876461		56.75
01/05	Check Card Purchase on 01/03 (Card #427440318). 37signals-Charge.Com 312-239-0165 IL Ref #24425130004578160018662		99.00
01/05	Check Card Purchase on 01/04 (Card #427440318). US Storage Centers-Sta 714-828-6200 CA Ref #24323000004253003020170		156.00
01/05	Wire Type:Wire Out Date:100105 Time:1446 Et Trn:2010010500202238 Service Ref:007818 Bnf:Nevada Title Company ID:153790356718 Bnf Bk:U. S. Bank,N.A. ID:121201694 Pmt Det:01100105003971nn Escrow No: 10-01-0016-Jd Credit to:Dr And Margaret		
01/05	Processing Fee For Money Tfr-CA Trn: 100105-202238		100,000.00
01/07	Directv DES:Payment ID:Xxxxx4484 INDN:Rawson Co ID:9dtdtv PPD Ref:010006012111269		25.00
01/08	Check Card Purchase on 01/07 (Card #430661520). Professionail Stanton CA Ref #24129420007100002178272		85.97 31.00
01/08	Check Card Purchase on 01/06 (Card #430661520). Borders Expres01006600 Westminister CA Ref #24164070007288310855860		49.43
01/08	Macy's Bill Payment		
01/08	Jcpenney Consumer Credit Card Bill Payment		500.00
	Total Withdrawals, Transfers and Account Fees		1,746.75
	Interest Paid		\$158,568.58
01/08	Interest Paid from 12/11/09 Through 01/08/10		\$4.94

Continued on next page

California

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☐ **Daily Balance**

Date	Amount	Date	Amount	Date	Amount
12/11	\$ 57,339.07	12/22	18,555.81	01/04	115,028.99
12/14	31,388.48	12/23	19,984.11	01/05	14,665.34
12/15	27,170.41	12/24	19,967.06	01/06	13,086.53
12/16	26,929.02	12/28	11,862.63	01/07	13,000.56
12/17	24,739.34	12/29	11,806.58	01/08	10,678.32
12/18	23,118.66	12/30	11,620.25		
12/21	13,914.53	12/31	13,196.55		

☐ **Overdraft Protection Plan**

Savings Account 00642-00613

Overdraft coverage available \$29,669.90

☐ **Your MyAccess Checking Account**

Account Number [REDACTED] 1910

Statement Period: December 11, 2009  
through January 8, 2010

Beginning Balance on 12/11/09	\$205.97
Total Checks, Withdrawals, Transfers, Account Fees	- 160.00
Ending Balance	\$45.97

Number of ATM withdrawals and transfers	2
Number of purchase transactions	2
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/11	<b>Withdrawals, Transfers and Account Fees</b>		
12/11	Keep The Change Transfer to Acct 0600 For 12/11/09		
12/11	Check Card Purchase on 12/10 (Card #437321177), Nfi*www.Netflix.Com/Cc Netflix.Com CA Ref #24692169344000241707240		\$ .88 15.12
12/14	Keep The Change Transfer to Acct 0600 For 12/14/09		
12/14	Check Card Purchase on 12/13 (Card #437321177), Redbox *dvd Rental 866-733-2693 IL Ref #24692169347000677812743		.76 3.24
12/14	Cash withdrawal on 12/13, Bank of America ATM #INVD5004 (Card #437321177)	005838	40.00
01/04	Cash withdrawal on 01/03, Bank of America ATM #INVD0069 (Card #437321177)	008647	100.00
	Total Withdrawals, Transfers and Account Fees		\$160.00

☐ **Your Regular Savings Account**

Account Number [REDACTED] 0613

Statement Period: December 11, 2009  
through January 10, 2010

Beginning Balance on 12/11/09	\$5,198.26
Total Deposits	+ 24,500.00
Interest Paid	+ 1.64
Service Charge	- 5.00
Ending Balance	\$29,694.90

Annual Percentage Yield earned this period	0.10%
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Continued on next page

California



MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: January 8, 2010

☐ **Important Information About Your Account**

Your account earned \$2.32 in interest this statement period. The Interest Paid shown above reflects interest earned since your last payment date.

Total interest paid to your account in 2009 : \$4.16

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/14	<b>Deposits and Credits</b> Online Banking transfer from Chk 4515 Confirmation# 0363638061		
12/31	<b>Interest Paid</b> Interest Paid from 12/01/09 Through 12/31/09		\$24,500.00
12/31	<b>Service Charge</b> The Monthly Service Charge Was Assessed Because Your Account's Minimum Balance During The Month Was \$198.26 on 12-01.		\$1.64
			\$5.00

☐ **Your Regular Savings Account**

Account Number: 0600

Statement Period: December 11, 2009  
through January 10, 2010

Beginning Balance on 12/11/09	\$2,106.74
Total Deposits	+ 3.40
Interest Paid	+ .17
Ending Balance	\$2,110.31

Annual Percentage Yield earned this period	0.10%
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☐ **Important Information About Your Account**

Your account earned \$.18 in interest this statement period. The Interest Paid shown above reflects interest earned since your last payment date.

Total interest paid to your account in 2009 : \$.50

☐ **Account Activity**

Date Posted	Description	Reference Number	Amount
12/11	<b>Deposits and Credits</b> Keep The Change Credit from Acct 1910 For 12/10/09 (effective dated 12/10)		
12/14	Keep The Change Credit from Acct 1910 For 12/11/09 (effective dated 12/11)		\$1.76
12/15	Keep The Change Credit from Acct 1910 For 12/14/09 (effective dated 12/14)		.88
	Total Deposits and Credits		.76
12/31	<b>Interest Paid</b> Interest Paid from 12/01/09 Through 12/31/09		\$3.40
			\$.17

Continued on next page

California

MARGARET ALLEN RAWSON  
DR RAWSON

Statement Date: January 8, 2010

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☐ **ATM Information**

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This period, you visited the following ATM locations:

**Bank of America's ATM Network**

- #ICAD2887 Bank Of America, Garden Grove, CA
- #INVD0069 Bank Of America, Henderson, NV
- #INVD5004 Bank Of America, Las Vegas, NV



Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

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Combined Statement  
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B 06 E A E PA 6  
Number of checks enclosed: 0



13318 E01 SCM999 I1 3 0

MARGARET ALLEN RAWSON  
8751 DEWEY DR  
GARDEN GROVE, CA 92841-1611

### Platinum Privileges

Our Online Banking service allows you to check balances, track account activity and more.  
With Online Banking you can also view up to 18 months of this statement  
online and even turn off delivery of your paper statement.  
Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).

### Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
<b>Bank Deposit Accounts **</b>			
Interest Checking - Advanta	4515	05-10	909.43
MyAccess Checking	1910	05-10	49.76
Regular Savings	0613	05-10	7,915.27
Regular Savings	0600	05-10	6,172.85

**Total Deposit Account Balance \$15,047.31**

\*\* Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

### Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526

Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

### Pick your cash back deals. BankAmeriDeals® makes it easy.

Online or on your mobile device, check out the BankAmeriDeals offered to you. Choose the deals, make the purchases and the cash back gets put into the Bank of America® checking or savings account you select. Learn more at [www.bankofamerica.com/deals](http://www.bankofamerica.com/deals) or tap the "Deals" icon in Mobile Banking.

Good News! In response to customer feedback we've made some changes to your statements to make them easier to read. Soon you will notice color and graphics to highlight account details and draw attention to notifications and special offers. Over the next few months, a guide will be included with your new statement that will detail the enhancements. Stay tuned!

## Military - U.S. Pride 1.800.696.6346 - Customer Service

### Interest Checking - Advantage Relationship

### Platinum Privileges Relationship Account

MARGARET ALLEN RAWSON

### Your Account at a Glance

Account Number	XXXX XXXX 4515
Beginning Balance on 04-11-13	\$ 1,390.32
Deposits and Other Additions	+ 19,495.21
Checks Posted	- 1,924.33
ATM and Debit Card Subtractions	- 4,510.13
Service Charges and Other Fees	- 0.69
Other Subtractions	- 13,540.95
Ending Balance on 05-10-13	\$ 909.43

Annual Percentage Yield Earned this Statement  
 Period: 0.01%

Interest Paid Year to Date: \$0.17

Your account has overdraft protection provided by  
 Deposit Account number 0000 6420 0613.



MARGARET ALLEN RAWSON

Combined Statement  
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 Statement Period  
 04-11-13 through 05-10-13  
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 Number of checks enclosed: 0

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**Interest Checking - Advantage Relationship Additions**

Deposits and Other Additions	Date Posted	Amount(\$)
CheckCard 0410 Amazon Mktplace Pmts Amzn.Com/Billwa 74692163100000151800920	04-11	54.49
Online Banking transfer from Sav 3661 Confirmation# 2677218227	04-12	700.00
BkofAmerica Mobile 04/15 3220207172 Deposit *mobile CA	04-15	3,015.78
BkofAmerica Mobile 04/15 3220210626 Deposit *mobile CA	04-15	329.13
US Treasury 312 Des: Tax Ref ID:XXXXXXXXX IRS Indn:Rawson, D R & Margaret Co ID:3111036170 Ppd	04-17	8,287.00
Online Banking transfer from Chk 0703 Confirmation# 1766800182	04-22	167.66
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXX SSA Indn:Dr Rawson Co ID:9031736026 Ppd	04-24	1,446.00
US Treasury 312 Des: Tax Ref ID:XXXXXXXXX IRS Indn:Rawson, D R & Margaret Co ID:3111036170 Ppd	04-24	265.00
BkofAmerica Mobile 05/01 3222110698 Deposit *mobile CA	05-01	3,015.79
BkofAmerica ATM 05/03 #000007720 Deposit West Garden Grov Garden Grove CA	05-03	2,214.34
Interest Earned	05-10	0.02

**Total Deposits and Other Additions \$19,495.21****Interest Checking - Advantage Relationship Subtractions**

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
6471	04-11	155.00	6482	05-03	424.52	6504	05-02	30.00
6480*	04-11	270.39	6502*	05-02	175.00	6506*	05-10	105.00
6481	04-23	755.42	6503	04-29	9.00			

**Total Checks Posted \$1,924.33**

\* Gap in sequential check numbers

ATM and Debit Card Subtractions	Date Posted	Amount(\$)
CheckCard 0410 Amazon Mktplace Pmts Amzn.Com/Billwa 24692163100000273489763	04-11	16.49
CheckCard 0410 Disneyland Tickets 714-781-4554 CA 24210733101154101012966	04-12	87.00
CheckCard 0411 Avangate*iskysoft.Com Amsterdam 74008603101314845421164	04-12	22.95
CheckCard 0411 Amazon Mktplace Pmts Amzn.Com/Billwa 24692163101000617197865	04-12	10.38
CheckCard 0411 Amazon Mktplace Pmts Amzn.Com/Billwa 24692163101000511891894	04-12	10.18
CheckCard 0414 Amazon.com Amzn.Com/Billwa 24692163104000434564765	04-15	172.78
Teavana 053 04/13 #000016673 Purchase 638 Shops Mission Mission Viejo CA	04-15	124.97
Target T0229 04/15 #000114413 Purchase Target T0229 Cypr Cypress CA	04-15	42.86

8534

## Interest Checking - Advantage Relationship Subtractions

ATM and Debit Card Subtractions - Continued	Date Posted	Amount(\$)
heckCard 0412 Amazon Mktplace Pmts Amzn.Com/Billwa 24692163102000957724574	04-15	35.91
heckCard 0412 Istock *international 866-478-6251 WA 24692163102000995207673	04-15	23.99
etsmart Inc 2 04/16 #000112183 Purchase 9835 Chapman Aven Garden Grove CA	04-16	45.35
heckCard 0414 Prestige Cosmetics 954-4809202 FL 24639233105900019638197	04-16	29.70
heckCard 0415 G & M Oil #156 Stanton CA 24801973106006000528702	04-17	75.00
martnfinal594 04/17 #000714097 Purchase 7050 Katella Blvd Stanton CA	04-17	54.87
heckCard 0416 Apl*apple Itunes Store 866-712-7753 CA 24692163106000176883991	04-17	7.51
heckCard 0415 G & M Oil #156 Stanton CA 24801973106006000528728	04-17	2.30
heckCard 0418 Zap*zappos.Com 800-927-7671 NV 24692163108000855953378	04-18	96.12
heckCard 0416 Kfc C301034 26910349 Stanton CA 24164073107058580487279	04-18	17.28
heckCard 0418 Sof*soft Surroundings 888-4147638 MO 24351783108001125777776	04-19	197.85
other's Marke 04/19 #000508154 Purchase 19770 BEACH Blvd. Huntington B CA	04-19	60.53
heckCard 0417 Caremark Mail 888-892-7227 IL 24445003108100493892562	04-19	20.00
heckCard 0420 Bestbuy.Com 00009944 888-2378289 MN 24399003111503099449938	04-22	609.29
heckCard 0420 Charter Communications 888-438-2427 CA 24692163110000497384467	04-22	167.66
ie Home Depot 04/20 #000988401 Purchase The Home Depot #6 Stanton CA	04-22	91.28
heckCard 0419 Sephora.Com 877-737-4672 CA 24692163109000303966922	04-22	86.29
heckCard 0419 Capones Italian Cucina Huntington Beca 24071053111158120875617	04-22	56.68
heckCard 0418 Essence Nails Los Alamitos CA 24071053109987127180066	04-22	46.00
heckCard 0419 The Beauty Supply Los Alamitos CA 24122473111900019000040	04-22	40.00
heckCard 0421 Amazon.com Amzn.Com/Billwa 24692163111000826007838	04-22	34.49
st Buy #111 04/20 #000005927 Purchase Best Buy #111 Westminster CA	04-22	21.59
heckCard 0420 Panda Express 1297 Dypress CA 24431063111838000049813	04-22	18.53
heckCard 0422 Healthcare Partners ong BEACH CA 24323033113286777900366	04-23	30.00
heckCard 0422 Amazon Mktplace Pmts Amzn.Com/Billwa 24692163112000319811893	04-23	24.98
heckCard 0423 Amazon Mktplace Pmts Amzn.Com/Billwa 24692163113000806575596	04-24	35.77
heckCard 0423 Apl*apple Itunes Store 66-712-7753 CA 24692163113000774911245	04-24	5.98



MARGARET ALLEN RAWSON

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Combined Statement  
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Statement Period 04-11-13 through 05-10-13  
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Number of checks enclosed: 0

## Interest Checking - Advantage Relationship Subtractions

ATM and Debit Card Subtractions - Continued	Date Posted	Amount(\$)
	04-25	202.28
Costco Whse #0 04/25 #000378421 Purchase		
5401 Katella Aven Cypress CA	04-25	11.99
Cypress Center 04/25 #000124662 Purchase		
6871 Katella Ave Cypress CA	04-26	26.60
CheckCard 0425 Ambit Marketing		
877-282-6248 TX 24692163115000310393575	04-29	249.00
CheckCard 0427 Apl*apple Online Store		
800-676-2775 CA 24692163117000207552216	04-29	80.26
CheckCard 0427 Outback 0587		
Westminster CA 24692163117000050594075	04-29	67.44
CheckCard 0425 J. Jill Catalog #3001		
800-448-4988 MA 24445003116100513933297	04-29	56.70
CheckCard 0428 Www.Prescriptives.Com		
866-290-6471 PA 24610433118004029325301	04-29	19.73
Smartfinal594 04/28 #000428605 Purchase		
7050 Katella Blvd Stanton CA	04-29	13.15
CheckCard 0428 Apl*apple iTunes Store		
866-712-7753 CA 24692163118000338523929	04-30	30.00
CheckCard 0429 Healthcare Partners ME		
Long BEACH CA 24323033119207194700175	04-30	25.00
CheckCard 0428 Adopt A Classroom Real		
305-6744470 FL 24388943119670375560274	04-30	8.37
CheckCard 0429 Sxm*siriusxm.Com		
866-Shopxml NY 24692163119000896410112	05-02	24.95
CheckCard 0501 Nto*solutions		
800-3429988 OR 24351783121001297185439	05-03	300.00
BkofAmerica ATM 05/03 #000007721 Withdrwl		
West Garden Grov Garden Grove CA	05-03	292.00
CheckCard 0502 Storage-Stanton		
Stanton CA 24275393122004541439180	05-03	1.98
CheckCard 0502 Apl*apple iTunes Store		
866-712-7753 CA 24692163122000967821606	05-06	191.69
Costco Whse #0 05/05 #000487497 Purchase		
5401 Katella Aven Cypress CA	05-06	99.00
CheckCard 0503 Apl*apple Online Store		
800-676-2775 CA 24692163123000385752564	05-06	30.86
CheckCard 0504 Village Haus - DI		
Anaheim CA 24210733125154125002680	05-06	28.24
CheckCard 0504 French Market - DI		
Anaheim CA 24210733125154125001286	05-06	19.58
Smartfinal594 05/06 #000570037 Purchase		
7050 Katella Blvd Stanton CA	05-07	37.90
CheckCard 0506 Onstar		
888-4Onstar MI 24692163126000408142006 Recurring	05-08	2.97
CheckCard 0507 Apl*apple iTunes Store		
866-712-7753 CA 24692163127000707184104	05-09	148.88
CheckCard 0508 Dtv*directv Service		
800-347-3288 CA 24692163128000037043540 Recurring	05-09	75.00
G & M Oil #156 05/08 #000162319 Purchase		
8472 Katella Ave Stanton CA	05-10	44.00
CheckCard 0508 Essence Nails		
Los Alamitos CA 24071053129987186072663		

Total ATM and Debit Card Subtractions \$4,510.13

**Interest Checking - Advantage Relationship Subtractions**

Service Charges and Other Fees	Date Posted	Amount(\$)
CheckCard 0411 Avangate*iskysoft.Com Amsterdam 74008603101314845421164 International Transaction Fee	04-12	0.69

**Total Service Charges and Other Fees \$0.69**

Other Subtractions	Date Posted	Amount(\$)
cp Rewards Credit Card Bill Payment	04-11	75.00
arcays Bank Delaware Bill Payment	04-12	170.00
apital One Bill Payment	04-12	120.00
lacy's Bill Payment	04-15	500.00
ity of Garden Grove Bill Payment	04-15	144.57
lacy's Bill Payment	04-16	275.00
illard National Bank Bill Payment	04-16	200.00
range County Re Des:Newspdelvr ID:015042013040028 Indn: Margaret Rawson Co ID:2951140750 Ppd	04-16	12.96
online Banking transfer to Sav 3661 Confirmation# 0621813089	04-17	1,500.00
AA Financial Services Bill Payment	04-17	1,300.00
ank of America Credit Card Bill Payment	04-17	330.00
arden Grove Sanitary District Bill Payment	04-17	61.38
ohls Bill Payment	04-18	50.00
online Banking transfer to Sav 0600 Confirmation# 1640460025	04-19	4,000.00
apital One Services Bill Payment	04-19	100.00
apital One Credit Cards Bill Payment	04-19	50.00
ank Of America Credit Card Bill Payment	04-22	450.00
acy's Bill Payment	04-22	200.00
uthern California Gas Bill Payment	04-22	28.49
apital One Services Bill Payment	04-24	150.00
rget Bill Payment	04-24	50.00
T Mobility Bill Payment	04-26	218.35
we's Consumer Credit Card Bill Payment	04-26	200.00
icy's Bill Payment	04-26	160.00
pital One Bill Payment	04-26	105.00
LA Financial Services Bill Payment	05-01	185.00
uthern California Edison Bill Payment	05-02	219.75
ne Warner Cable Los Angeles CA Bill Payment	05-02	101.85
me Depot Bill Payment	05-03	85.00
pital One Services Bill Payment	05-03	80.00
line Banking payment to Crd 0153 Confirmation# 3069228149	05-06	466.00
ase Credit Cards Bill Payment	05-06	415.00
Capital Retail Bank Bill Payment	05-06	184.00
eral Motors Acceptance Corp Bill Payment	05-07	774.60
cover Des:Phone Pay ID:0929 Indn:Rawson Margaret Co ID:6510020270 Ppd	05-08	209.00
cy's Bill Payment	05-10	170.00
pital One Bill Payment	05-10	120.00
Rewards Credit Card Bill Payment	05-10	80.00

**Total Other Subtractions \$13,540.95**



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 Number of checks enclosed: 0

MARGARET ALLEN RAWSON

### Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	1,390.32	04-22	1,625.07	05-02	3,080.29
04-11	927.93	04-23	814.67	05-03	4,111.13
04-12	1,206.73	04-24	2,283.92	05-06	2,676.76
04-15	3,506.56	04-25	2,069.65	05-07	1,864.26
04-16	2,943.55	04-26	1,359.70	05-08	1,652.29
04-17	7,899.49	04-29	864.42	05-09	1,428.41
04-18	7,736.09	04-30	801.05	05-10	909.43
04-19	3,307.71	05-01	3,631.84		

### MyAccess Checking Platinum Privileges Relationship Account

MARGARET ALLEN RAWSON

### Your Account at a Glance

Account Number	XXXX XXXX 1910	
Beginning Balance on 04-11-13	\$ 49.76	Your account has overdraft protection provided by Deposit Account number 0023 4770 3661.
Ending Balance on 05-10-13	\$ 49.76	

### Daily Balance Summary

Date	Balance(\$)
Beginning	49.76

**Regular Savings  
Platinum Privileges Relationship Account**

MARGARET L RAWSON

**Your Account at a Glance**

Account Number	XXXX XXXX 0613	
Beginning Balance on 04-11-13	\$ 7,306.21	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$0.27</i>
Deposits and Other Additions	+ 609.06	
Ending Balance on 05-10-13	\$ 7,915.27	

**Regular Savings Additions**

Deposits and Other Additions	Date Posted	Amount(\$)
Mobile/Email Transfer Conf# 1b78zp9v8;	05-08	609.00
Rawson, Dr	05-10	0.06
Interest Earned		
<b>Total Deposits and Other Additions</b>		<b>\$609.06</b>

**Daily Balance Summary**

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	7,306.21	05-08	7,915.21	05-10	7,915.27

**Regular Savings  
Platinum Privileges Relationship Account**

MARGARET ALLEN RAWSON

**Your Account at a Glance**

Account Number	XXXX XXXX 0600	
Beginning Balance on 04-11-13	\$ 2,172.81	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$0.08</i>
Deposits and Other Additions	+ 4,000.04	
Ending Balance on 05-10-13	\$ 6,172.85	



MARGARET ALLEN RAWSON

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B 06 E A E PA 6 017  
Number of checks enclosed: 0

### Regular Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Online Banking transfer from Chk 4515	04-19	4,000.00
Confirmation# 1640460025	05-10	0.04
Interest Earned		
Total Deposits and Other Additions		\$4,000.04

### Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	2,172.81	04-19	6,172.81	05-10	6,172.85

## How To Balance Your Bank of America Account

**FIRST, start with your Account Register/Checkbook:**

- 1 List your Account Register/Checkbook Balance here \$ \_\_\_\_\_
- 2 Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ \_\_\_\_\_
- 3 Add any credits not previously recorded that are listed on this statement (for example interest) \$ \_\_\_\_\_
- 4 This is your NEW ACCOUNT REGISTER BALANCE \$ \_\_\_\_\_

**NOW, with your Account Statement:**

- 1 List your Statement Ending Balance here \$ \_\_\_\_\_
- 2 Add any deposits not shown on this statement \$ \_\_\_\_\_

### SUBTOTAL

- 3 List and total all outstanding checks, ATM, Check Card and other electronic withdrawals \$ \_\_\_\_\_

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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- 4 TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ \_\_\_\_\_
- 5 Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal \$ \_\_\_\_\_

This Balance should match your new Account Register Balance

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement

### IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

**Change of Address.** Please call us at the telephone number listed on the front of this statement to tell us about a change of address

**Deposit Agreement.** When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

**Electronic Transfers:** In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer or electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting Other Problems.** You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less) we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and



Equal Housing Lender

## **EXHIBIT 2**

## **EXHIBIT 2**

8 October 2013

**Via Facsimile**

Robert Thompson, Esq.  
KRING & CHUNG, LLP  
1050 Indigo Drive, #200  
Las Vegas, NV 89145

Re: *Cain et al. v. C4 et al., Ninth Judicial District Court Case No. 11-CV-0296*

Dear Mr. Thompson:

Short of conducting formal discovery regarding Mrs. Rawson's claims, I submit the following requests for documents and information that are directly relevant to the pending claim.

1. For accounts 2414 (and linked accounts) and 4515 (and linked accounts) a list of all deposits, withdrawals and checks for December 2009 and January 2010. Describe the source of the funds for the deposits, and payee on the checks and the relation to Mr. and Mrs. Rawson, Preston or Marvel Jones, or Alfred Cunningham and the purpose of the check. Include all withdrawals, including ATM withdrawals and electronic transfers.

2. For the C4 Wells Fargo account, a list of all deposits, withdrawals and checks for December 2009 and January 2010. Describe the source of the funds for the deposits, the relation of the payee or transferee to the different parties in this case and the purpose of the check or withdrawal. Include all withdrawals, including ATM withdrawals and electronic transfers. I provided the Wells Fargo statement as Exhibit "4" with the information I provided yesterday.

3. Again by reference to Exhibit "4", explain whether the \$1,000,000 that was deposited into C4's Wells Fargo Account in December, 2009 by New Hope Capital/Pete Lazarri (including money deposited from Sun Trust through Anchor Title) was invested in same EKN with Plaintiffs' funds. If it was deposited into a separate account, identify the broker and account number. Explain whether New Hope was repaid, and if so, when and what was the source of funds.

3. Identify the account into which the dividend payments for the CMOs at issue were deposited. Please feel free to ask me with questions.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By:

Michael L. Matuska

cc: Clients







RECEIVED

FILED

Case No. 11-CV-0296

DEC 11 2013

Dept. No. II

DOUGLAS COUNTY  
DISTRICT COURT CLERK

2013 DEC 11 AM 10:36

TED THIRAN  
CLERK

M. BIAGGINI DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;  
JEFFREY CAIN, an individual;  
and HELI OPS INTERNATIONAL,  
LLC, an Oregon limited  
liability company,

Plaintiffs,

vs.

DR RAWSON, an individual; C4  
WORLDWIDE, INC., a Nevada  
corporation; RICHARD PRICE,  
an individual; JOE BAKER, an  
individual; MICKEY  
SHACKELFORD, an individual;  
MICHAEL K. KAVANAGH, an  
individual; JEFFREY EDWARDS,  
an individual; and DOES 1-10,  
inclusive,

Defendants.

ORDER GRANTING MOTION TO  
CLARIFY AND TO SET ASIDE  
DEFAULT AND SETTING HEARING  
FOR FINAL DETERMINATION ON  
RAWSON'S CLAIM OF EXEMPTION,  
ETC., AND MARGARET RAWSON'S  
MOTION TO QUASH SUMMONS ON  
JANUARY 2, 2014 AT 10:00 A.M.

THIS MATTER comes before the court at the request of  
Plaintiffs, Peggy Cain and Jeffrey Cain and Heli Ops  
International, LLC ("Cain") on their Request (Motion) for  
Clarification and Final Order, filed October 28, 2013. The  
claimant, Margaret Rawson ("Rawson") filed her opposition on  
November 4, 2013, and Cain filed a reply thereto on November 1,

1 2013.<sup>1</sup>

2 On November 7, 2013, Margaret filed an *Opposition To and*  
3 *Motion to Quash the Summons To Add Her Name to the Current*  
4 *Judgment Pursuant to NRS 17.060*. Cain has yet not filed an  
5 opposition or otherwise responded (although his non-opposition  
6 filed November 25, 2013 briefly addresses the issue). On  
7 November 8, 2013, Rawson filed a pleading entitled, *Margaret*  
8 *Rawson's Response to Plaintiff's Reply to Opposition to Request*  
9 *For Clarification and Final Order*.<sup>2</sup>

11 On November 14, 2013, Rawson filed a *Renewed Claim for*  
12 *Exemption Pursuant to NRS 21.112 and NRS 31.070 and Subsequent*  
13 *Motion to Quash Bank Levy Issued by Plaintiff and the Douglas*  
14 *County Sheriff*. On that same date, Rawson filed an *Opposition*  
15 *to Application for Entry of Default*. On November 19, 2013, Cain  
16 filed a *Supplemental Response, et. al*. On November 26, 2013,  
17 Margaret faxed a copy of her reply to the court.<sup>3</sup> On November  
18 27, 2013, Margaret filed her reply with the court.

20 On November 20, 2013, Rawson filed a *Motion to Set Aside*  
21 *Default*. On November 25, 2013, Cain filed a *Notice of Non-*  
22 *Opposition*.

---

24 1 Rawson's opposition was served by fax to Cain on October 30,  
25 2013 but not filed with the clerk until November 4, 2013, after  
the reply was filed.

26 2 This pleading is not properly before the court. See DCR 13.

27 3 Margaret's counsel is cautioned that faxing unfiled pleadings  
28 to the court is not recommended and not a substitute for  
properly filed and conformed pleadings. Counsel is directed to  
comply with applicable court rules. DCR 13, NJDCR 6.

1           The court has considered all the pleadings and evidence  
2 submitted by the parties and finds and orders as follows:

3           On October 7, 2013, a hearing was held to consider  
4 Rawson's claim for exemption from a judgment entered in this  
5 case. At the October 7 hearing, the court made a tentative  
6 ruling on Rawson's claim and reset the matter for another  
7 hearing on October 14, 2013. On that date, the court  
8 considered the evidence presented and entered an *Order denying*  
9 *Rawson's claim of exemption without prejudice (October 14*  
10 *Order)*. Following the filing of Cain's motion, the court  
11 entered an *Amended Order* on October 30, 2013. On October 31,  
12 2013, the court entered an *Order Vacating Order filed October*  
13 *30, 2013 (Order Vacating October 30 Order)*. The *Order Vacating*  
14 *October 30 Order* was entered to give Rawson an opportunity to  
15 respond to Cain's earlier motion to clarify.  
16

17           On November 7, 2013, a Default was entered against  
18 Margaret Rawson.  
19

20           The court finds language of the October 14 Order may have  
21 been unclear. The court's intent was to enter a final order,  
22 yet provide Margaret Rawson additional time to support her  
23 claim for exemption (for some, but not all bank accounts) from  
24 execution of the judgment entered in this case. However, the  
25 additional time period allowed to Rawson was not open-ended. At  
26 the time Cain filed his motion on October 28, 2013, no  
27 additional evidence had been filed by Rawson supporting her  
28 claims. Additional evidence and documentation has now been

1 filed by Rawson and served on Cain's counsel. The court finds  
2 the additional evidence should be considered. NJDCR 1.

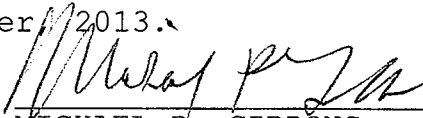
3 The court will make a final determination of Rawson's  
4 claim for exemption, etc. (for the bank accounts in dispute),  
5 and consider her motion to quash summons at a hearing to be  
6 held on **Thursday, January 2, 2014 at 10:00 a.m.** All parties and  
7 counsel shall personally appear.  
8

9 The court finds Rawson's opposition to Cain's application  
10 for entry of default is moot and is therefore DENIED. However,  
11 since Cain has no opposition to Margaret's *Motion to Set Aside*  
12 *Default*, her motion is GRANTED. Margaret is not required to  
13 file a reply.

14 Cain shall file his opposition to Margaret's *Motion to*  
15 *Quash Summons* within ten days following the filing of this  
16 order. Margaret shall file her reply with the court in  
17 compliance with DCR 13(4). Margaret may, but it not required to  
18 provide courtesy (conformed) copies of her reply, if any, by  
19 mail or messenger. No faxes shall be accepted unless specially  
20 requested by the court.  
21

22 **IT IS SO ORDERED.**

23 Dated this 11 day of December, 2013.

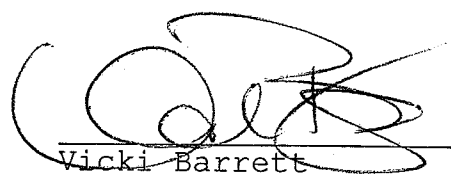
24   
25 MICHAEL P. GIBBONS  
26 DISTRICT JUDGE  
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Copies served by mail this 11 day of December, 2013, to:

Michael Matuska, Esq.  
937 Mica Drive  
Carson City, Nevada 89705

Robert Thompson, Esq.  
Kring & Chung, LLP  
1050 Indigo Drive, #200  
Las Vegas, NV 89415

  
Vicki Barrett



3000, 0016  
BCT

CASE NO.: 11-CV-0296

DEPT. NO.: II

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS  
INTERNATIONAL, LLC, an Oregon limited  
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;  
C4 WORLDWIDE, INC., a Nevada corporation;  
RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD,  
an individual; MICHAEL K. KAVANAGH,  
an individual; and JEFFREY EDWARDS, an  
individual,

Defendants.


NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on 10 February 2014, the Court entered its Order Denying Rawson's Claim of Exemption and Denying Motion to Quash Summons in the above-entitled matter, a copy of which is attached hereto as *Exhibit 1*.

Dated this 10 day of February 2014.

MATUSKA LAW OFFICES

By:

  
MICHAEL L. MATUSKA, SBN 5711  
937 Mica Drive, Suite 16A  
Carson City, NV 89705  
(775) 392-2313  
(775) 392-2318 (Fax)  
Attorneys for Plaintiffs

MATUSKA LAW OFFICES, LTD.  
937 Mica Drive, Suite 16A  
Carson City, NV 89705  
(775) 392-2313

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices and that on the 11<sup>th</sup> day of February 2014, I served a true and correct copy of the preceding document entitled **NOTICE OF ENTRY OF ORDER** as follows:

Douglas County Sheriff P.O. Box 218 Minden NV 89423	Bank of America Legal Order Processing P.O. Box 3609 Los Angeles CA 90051
Michael K. Johnson, Esq. Rollston, Henderson, Crabb & Johnson, Ltd. P.O. Box 4848 Stateline NV 89449-4848  Attorney for Defendant Joe Baker	Richard A. Oshinski, Esq. Mark Forsberg, Esq. Scarpello & Huss, Ltd. 600 East William Street, Suite 300 Carson City NV 89701  Attorney for Defendants Richard Price and Mickey Shackelford
Jeffrey Edwards 595 Chivas Court Orange Park FL 33073	Robert Thompson, Esq. Kring & Chung, LLP 1050 Indigo Drive, #200 Las Vegas, NV 89415  Attorney for Margaret Rawson


☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

  
LIZ STERN, ALS



## **EXHIBIT 1**

## **EXHIBIT 1**

RECEIVED

FEB 10 2014

DOUGLAS COUNTY  
DISTRICT COURT CLERK

Case No. 11-CV-0296

Dept. No. II

2014 FEB 10 PM 2:35

A. GREGORY  
CLERK

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;  
JEFFREY CAIN, an individual;  
and HELI OPS INTERNATIONAL,  
LLC, an Oregon limited  
liability company,

Plaintiffs,

vs.

DR RAWSON, an individual; C4  
WORLDWIDE, INC., a Nevada  
corporation; RICHARD PRICE,  
an individual; JOE BAKER, an  
individual; MICKEY  
SHACKELFORD, an individual;  
MICHAEL K. KAVANAGH, an  
individual; JEFFREY EDWARDS,  
an individual; and DOES 1-10,  
inclusive,

Defendants.

ORDER DENYING RAWSON'S CLAIM  
OF EXEMPTION AND DENYING  
MOTION TO QUASH SUMMONS

THIS MATTER comes before the court at the request of the  
claimant, Margaret Rawson ("Rawson") on her *Renewed Claim for  
Exemption Pursuant to NRS 21.112 and NRS 31.070 and Subsequent  
Motion to Quash Bank Levy Issued by Plaintiff and the Douglas  
County Sheriff*, filed November 14, 2013. The Plaintiffs, Peggy  
Cain and Jeffrey Cain and Heli Ops International, LLC ("Cain")  
filed a *Supplemental Opposition to Margaret Rawson's Renewed*

1 Claim of Exemption on November 19, 2013 and Rawson filed her  
2 reply thereto on November 27, 2013. On December 23, 2013, Cain  
3 filed a Response to Margaret Rawson's Renewed Claim of  
4 Exemption, and Plaintiff's Hearing Statement. On December 26,  
5 2013, Rawson filed a Response to Plaintiff's Hearing Statement.  
6 On January 15, 2014, Cain filed a Supplemental Response to  
7 Margaret Rawson's Opposition to and Motion to Quash the  
8 Summons.  
9

10 Previously, on November 7, 2013, Margaret filed an  
11 Opposition To and Motion to Quash the Summons To Add Her Name  
12 to the Current Judgment Pursuant to NRS 17.060. On December 10,  
13 2013, Cain filed a Response to Margaret Rawson's Opposition to  
14 and Motion to Quash the Summons.  
15

16 On December 11, 2013, the court entered an Order Granting  
17 Motion to Clarify and to Set Aside Default and Setting Hearing  
18 for Final Determination on Rawson's Claim of Exemption, Etc.,  
19 and Margaret Rawson's Motion to Quash Summons on January 2,  
20 2014 (December 2013 Order). The December 2013 Order narrowed  
21 the issues to be decided at an evidentiary hearing.  
22

23 The court has considered all the pleadings and evidence  
24 submitted by the parties and finds and orders as follows:

25 A. Background Facts

26 This litigation arises following a Default Judgment in  
27 excess of \$29,000,000.00, entered against the named defendants  
28 on May 17, 2013, including D.R. Rawson. On June 4, 2013, a

1 Writ of Execution was issued as to D.R. Rawson. Margaret Rawson  
2 is legally married to D.R. Rawson.

3 On October 7, 2013, a hearing was held to consider  
4 Rawson's claim for exemption from the Default Judgment entered  
5 in this case. At the October 7 hearing, the court made a  
6 tentative ruling on Rawson's claim and reset the matter for  
7 another hearing on October 14, 2013. On that date, the court  
8 considered the testimony and other evidence presented and  
9 entered an Order denying Rawson's claim of exemption without  
10 prejudice (October 14 Order). The October 14 Order was  
11 subsequently vacated, and the court determined Rawson's claim  
12 for exemption and her motion to quash should be set for an  
13 evidentiary hearing, and that all parties should personally  
14 appear on January 2, 2014.  
15

16 On December 20, 2013, Rawson made written request through  
17 counsel that she not be required to personally appear and  
18 testify, and to allow argument on the merits by her counsel via  
19 telephone. On December 20, 2013, the court communicated with  
20 counsel for both parties by email requesting written  
21 confirmation of either party's desire to proceed with the  
22 scheduled evidentiary hearing on or before December 30, 2013.  
23

24 Rawson (who filed the motions seeking an exemption) did  
25 not further respond or make a request, and the January 2, 2014  
26 hearing date was vacated. The motions were submitted for  
27 decision without a hearing.  
28

1 B. Evidence Considered

2 Rawson maintains three separate bank accounts are exempt  
3 and were wrongfully garnished to satisfy the default judgment  
4 as follows:

- 5
- 6 1. Bank of America Account number ending 0703 in the amount  
7 of \$33,395.17 belongs to her father, Preston Jones (who  
8 has dementia) is exempt from execution. Rawson is a  
9 signatory on the account.
- 10 2. Bank of America Account number ending 4114 in the amount  
11 of \$784.67 belonged to her mother, Marvel Jones (who since  
12 has died) was set up to provide for the needs of Alfred  
13 Cunningham and is exempt from execution. Rawson maintains  
14 control on the account.
- 15 3. Bank of America Account number ending 4164 in the amount  
16 of \$1,020.81 belonged to her parents, Marvel Jones and  
17 Preston Jones and is exempt from execution. Rawson is a  
18 signatory on the account.  
19

20 Rawson submitted copies of bank statements from 2009 and  
21 2010 for each of the three account as evidence of her claims, a  
22 copy of a California General Durable Power of Attorney (Preston  
23 Jones). Margaret argues the funds in all three accounts belong  
24 solely to Preston Jones and none of the funds belonged to her.  
25 Rawson argues the bank statements show deposits and payments of  
26 certain bills were for Preston Jones only and there was no co-  
27 mingling of any funds belonging to her.

28 Rawson asserts the court should quash the Summons served

1 upon her on October 14, 2013, adding her as a named defendant  
2 in this case and subjecting her to collection actions as an  
3 officer of the former C4 Worldwide, Inc. (corporation) and the  
4 spouse of D.R. Rawson. Rawson does not argue she was not  
5 properly served with legal process, rather, argues she should  
6 not be liable for the debts or judgment against the named  
7 defendants.  
8

9 Rawson argues she was involved with the corporation as a  
10 treasurer in name only. Rawson argues during the time she was  
11 treasurer, she never acted in any official capacity for the  
12 corporation, never attended any meetings, and in fact worked  
13 full-time for another employer.

14 Cain challenges the evidence attached to Rawson's motion  
15 and claims Rawson is not the proper claimant and therefore has  
16 no standing under Nevada law. Cain argues that the owner of the  
17 account, not a family member, that must make the claim for  
18 exemption, i.e, Preston Jones. Cain argues the Power of  
19 Attorney (POA), without more, is insufficient proof that the  
20 POA is in effect and that its existence supports her claims.  
21

22 Cain submitted copies of a Wells Fargo Bank account number  
23 ending 2177 previously belonging to the corporation, showing  
24 his money was deposited therein, and subsequently transferred  
25 to Rawson's bank account in 2009. Cain argues nearly \$300,000  
26 was of his money was transferred to Rawson's Bank of America  
27 Account number ending 2414 and 4515, and others in 2009-2010,  
28 and that this assertion has never been disputed.

1 Cain submitted a photocopy of a check Rawson wrote to  
2 Preston Jones dated December 3, 2009 in the amount of \$10,000.  
3 Cain claims this transaction was close in time to the wrongful  
4 diversion of his money, and supports his argument that Rawson  
5 maintained control of Preston Jones's accounts and transferred  
6 her own money/Cain's money to his account.  
7

8 Cain argues Rawson cannot now seek to quash to Summons by  
9 arguing the merits of the case. Cain argues Rawson has not  
10 denied her husband, D.R. Rawson, was also owner and officer in  
11 the corporation and deposited his compensation earned into  
12 their bank accounts. Cain argues legal grounds exist to add  
13 Rawson to the lawsuit and hold her responsible for the judgment  
14 because she was a recipient of funds belonging to them and  
15 wrongfully taken by her husband and others.

16 Cain claims quashing a summons is not the appropriate  
17 method to attack the merits of the underlying case, or to avoid  
18 the bank garnishment action.

19 C. Legal Standard and Decision  
20

21 Upon obtaining a lawful judgment, a creditor may garnish  
22 or attach property of the debtor to satisfy the debt. A debtor  
23 may claim the garnished property is exempt from execution on  
24 the judgment, or it may be shown that the property belongs to a  
25 third-person and is not subject to the judgment. NRS 21.112;  
26 NRS 31.070(1).

27 Once a claim is filed, an evidentiary hearing must be  
28 held. At the hearing, it is the claimant who has the burden to

1 prove that the property attached is exempt and/or the levy was  
2 improper. NRS 21.112(6).

3 A judgment creditor may cause a summons to be issued to a  
4 person not originally served in a lawsuit. NRS 17.030. The  
5 person so served may answer and deny liability on the  
6 obligation upon which the judgment was recovered. NRS 17.060.

7 In this context, a judgment creditor is not entitled to  
8 joint bank account funds that truly belong to someone other  
9 than the judgment debtor. *Brooksby v. Nevada State Bank*, 129  
10 Nev. Adv. Rep. 82, 312 P.3d 501, 502 (2013). See *Maloy v.*  
11 *Stuttgart Memorial Hospital*, 316 Ark. 447, 449, 872 S.W. 2d,  
12 401, 402 (1994) (funds held in a joint bank account are  
13 presumptively subject to garnishment by the judgment creditor  
14 against a debtor/account owner).

15 In this case, Rawson appeared and testified at a hearing  
16 on October 7, 2013. At that time, her claim for exemption as  
17 to six bank accounts was uncontested and subsequently denied.  
18 Rawson was given additional time to present evidence showing  
19 her father, Preston Jones, was the sole owner of three other  
20 bank accounts that were garnished. The court allowed  
21 additional time to gather and present evidence. Rawson was  
22 provided an opportunity to appear, testify and present  
23 witnesses at an evidentiary hearing scheduled for January 2,  
24 2014, to support her claims. Rawson declined to appear instead  
25 choosing to rely on the legal arguments of her counsel.

26 The court finds the only evidence presented to support  
27  
28



1 Rawson's claims for exemption of the three bank accounts  
2 (ending 0703, 4114, 4164) were copies of the bank statements  
3 from 2009-2010, and a copy of a General Durable Power of  
4 Attorney dated November 16, 2012. These documents were  
5 attached to the pleadings. No competent evidence was presented  
6 supporting Rawson's claim that Preston Jones, as owner, could  
7 not act on his own behalf in seeking the exemption, or that  
8 Rawson was in fact designated as his agent for purposes of this  
9 litigation. Rawson chose not to testify.

11 Based on these facts, the court finds there is  
12 insufficient evidence showing Preston Jones was the sole owner  
13 of the funds (accounts ending 0703, 4114, 4164) that were  
14 garnished upon on September 12, 2013. Rawson has not carried  
15 her burden of proof and her claim of exemption is therefore  
16 DENIED.

17 On May 17, 2013, a default judgment was entered in this  
18 case against the corporation and named defendants, including  
19 D.R. Rawson, Margaret Rawson's spouse. In connection with that  
20 judgment, Rawson has not denied that funds obtained from Cain  
21 on or about November 30, 2009 were subsequently transferred to  
22 her personal bank accounts in the approximate amount of  
23 \$300,000. At the hearing on October 7, 2013, Rawson did not  
24 contest the garnishment of six of these six bank accounts to  
25 satisfy the May 17, 2013 judgment.

27 Rawson claims she was an officer of the former corporation  
28 and should not be held liable for its debts. However, without  
more, the court cannot find quashing the summons is warranted.


1 The court finds Rawson has not presented a credible defense to  
2 the wrongful diversion of funds from the corporation to her  
3 bank accounts.

4 The court finds Rawson has failed to show cause why she  
5 should not be added to the judgment and be bound by its terms.  
6 NRS 17.030. Her motion to quash is therefore DENIED. Rawson  
7 shall be bound by the Default Judgment in all respects and as  
8 if she had been named in the original complaint and the Default  
9 Judgment.  
10

11 Bank of America and the Douglas County Sheriff's Office  
12 shall proceed to process the garnishments for all accounts,  
13 including the accounts subject to this order ending in numbers  
14 7303, 4114 and 4164, and the funds may be disbursed to Cain, or  
15 its agent or attorney, ten days after Notice of Entry of this  
16 order is filed, unless a stay is granted by the court.

17 IT IS SO ORDERED.

18 Dated this 10 day of February, 2014.  
19

20  
21   
22 MICHAEL P. GIBBONS  
23 DISTRICT JUDGE  
24  
25  
26  
27  
28

1 Copies served by mail this 10 day of February, 2014, to:

2 Michael Matuska, Esq.  
3 937 Mica Drive  
4 Carson City, Nevada 89705

5 Robert Thompson, Esq.  
6 Kring & Chung, LLP  
7 1050 Indigo Drive, #200  
8 Las Vegas, Nevada 89415

  
Vicki Barrett.

1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2  
3           MARGARET RAWSON,

4                               Petitioner,

5                               vs.

6           THE NINTH JUDICIAL DISTRICT  
7           COURT OF THE STATE OF  
8           NEVADA IN AND FOR THE  
9           COUNTY OF DOUGLAS; and THE  
10          HONORABLE       MICHAEL       P.  
11          GIBBONS, DISTRICT JUDGE,

12                               Respondent

13           PEGGY CAIN, JEFFREY CAIN and  
14           HELI OPS INTERNATINOAL, LLC,

15                               Real Parties in Interest

) Supreme Court Case No.:  
) Electronically Filed  
) Oct 21 2016 11:35 a.m.  
) Elizabeth A. Brown  
) Clerk of Supreme Court  
) District Court Case No.: 11-CV-0296  
) Dept. No. II

16                               **PETITIONER'S APPENDIX**

17                               From the Ninth Judicial District Court, Douglas County, Nevada

18                               The Honorable Michael P. Gibbons, Department II

19           Peter Dubowsky, Esq.  
20           Nevada Bar No. 4972  
21           DUBOWSKY LAW OFFICE, CHTD.  
22           300 South Fourth Street  
23           Suite 1020  
24           Las Vegas, Nevada 89101  
25           (702) 360-3500  
             Fax (702) 360-3515  
             Attorney for Petitioner

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MATUSKA LAW OFFICES, LTD.  
937 MECA DRIVE, SUITE 16A  
CARSON CITY, NV 89705  
(775) 392-4313

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CASE NO.: 11-CV-0296 NOV 27 2012

DEPT. NO.: II DOUGLAS COUNTY  
DISTRICT COURT CLERK

2012 NOV 27 PM 3:49

TED THUAN  
CLERK

This document does not contain personal information of any person.

BY  DEPUTY

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS  
INTERNATIONAL, LLC, an Oregon limited  
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;  
C4 WORLDWIDE, INC., a Nevada corporation;  
RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD,  
an individual; MICHAEL K. KAVANAGH,  
an individual; JEFFREY EDWARDS,  
an individual; and DOES 1 through 10, inclusive,

Defendants.

SECOND AMENDED COMPLAINT  
(BREACH OF CONTRACT, FRAUD,  
NEGLIGENCE, CIVIL CONSPIRACY,  
CONVERSION, CONSTRUCTIVE TRUST)

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN, and HELI OPS  
INTERNATIONAL, LLC, ("Plaintiffs"), by and through their counsel of record,  
Michael L. Matuska, Matuska Law Offices, Ltd., and hereby allege, aver, and complain as  
follows:

I.  
PARTIES

1. Plaintiffs Peggy Cain and Jeffrey Cain (collectively the "Cains") are now and at all  
times mentioned herein were residents of Douglas County, Nevada.

///

2. Plaintiff Heli Ops International, LLC ("Heli Ops") is now and at all times mentioned herein was an Oregon limited liability company, duly organized and existing under the laws of the state of Oregon.

3. Defendant C4 Worldwide, Inc. ("C4") is now and at all times mentioned herein was a Nevada corporation, duly organized and existing under the laws of the state of Nevada, which has contractually consented to jurisdiction and venue in Douglas County, Nevada.

4. D.R. Rawson ("Rawson") is now and at all times mentioned herein was a resident of Orange County, California, who has contractually consented to jurisdiction and venue in Douglas County, Nevada.

5. Defendant Richard Price ("Price") is now and at all times mentioned herein was a resident of Travis County, Texas.

6. Defendant Joe Baker ("Baker") is now and at all times mentioned herein was a resident of Williamson County, Texas.

7. Defendant Mickey Shackelford ("Shackelford") is now and at all times mentioned herein was a resident of Tulsa County, Oklahoma.

8. Defendant Michael K. Kavanagh ("Kavanagh") is now and at all times mentioned herein was a resident of Riverside County, California.

9. Defendant Jeffrey Edwards ("Edwards") is now and at all times mentioned herein was a resident of Clay County, Florida.

10. The aforementioned individuals are now and at all times referenced herein were officers and/or directors of C4.

11. The true names or capacities, whether individual, corporate, associate or otherwise, of the defendants sued herein as Does 1 through 10, inclusive, are unknown to Plaintiffs, who are informed and believe, and thereon allege, that each of these fictitiously named defendants is in



1 some way liable to Plaintiffs on the causes of action below, and therefore sues these Defendants  
2 by such fictitious names. Plaintiffs will move to amend this Complaint and insert the true names  
3 and capacities of said fictitiously named defendants when the same have been ascertained.  
4

5 12. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
6 mentioned, each actually and fictitiously named defendant was the principal, agent, co-venturer,  
7 partner, surety, guarantor, officer, director, and/or employee of each co-defendant and in doing the  
8 things herein alleged was acting within the scope of authority and with the permission of each co-  
9 defendant or took some part in the acts and omissions hereinafter set forth, and by reason thereof  
10 each said defendant is liable to Plaintiffs for the relief prayed herein.  
11

## 12 II. 13 BACKGROUND TO CLAIMS

14 13. In approximately November 2009, Defendants induced the Cains, through their  
15 business Heli Ops, to loan One Million Dollars (\$1,000,000) to C4 for the purpose of enabling C4  
16 to acquire Collateralized Mortgage Obligations ("CMOs") with the loan proceeds.

17 14. Based on the inducement, Heli Ops loaned C4 One Million Dollars (\$1,000,000)  
18 pursuant to the terms of a Joint Venture Agreement and Promissory Note that obligated C4 to  
19 repay Heli Ops Twenty Million Dollars (\$20,000,000) no later than sixty (60) days from the date  
20 of the loan. The payment was sent from the Heli Ops principal office in Nevada.

21 15. C4 defaulted in its obligations under the loan and has failed to repay any part of it.

22 16. All of the individually named Defendants participated in communications with the  
23 Plaintiffs regarding the investments that are the subject of this Complaint, and participated in the  
24 inducement for Plaintiffs to make the loan.  
25

26 17. By agreement dated February 28, 2010 (the "Settlement Agreement"), Rawson and  
27 C4 acknowledged their liability for the amounts due to Plaintiffs in the amount of Twenty Million  
28 Dollars (\$20,000,000), together with interest thereon at the rate of nine percent (9%) per annum

1 from December 31, 2009 until paid in full. A copy of the Settlement Agreement setting forth  
2 Rawson's and C4's acknowledgement of liability is attached hereto as *Exhibit 1*.

3 18. Under the Settlement Agreement, Rawson and C4 promised to pay Plaintiffs the  
4 total sum of Twenty Million Dollars (\$20,000,000), plus all accumulated interest, no later than  
5 ninety (90) days from February 25, 2010.  
6

7 19. Under that same Settlement Agreement, Rawson and C4 agreed that any legal  
8 action would be filed in Douglas County, Nevada.

9 20. Rawson and C4 have failed and refused to pay Plaintiffs the Twenty Million Dollar  
10 (\$20,000,000) obligation or any part thereof.  
11

12 **III.**  
**FIRST CLAIM FOR RELIEF**  
13 **(Breach of Contract)**

14 21. Plaintiffs incorporate by reference herein the allegations set forth in the preceding  
15 paragraphs as if those allegations were repeated in their entirety herein.

16 22. Plaintiffs have satisfied all conditions precedent on their part, or such conditions  
17 have been waived or excused, under the February 28, 2010 Settlement Agreement.

18 23. Rawson and C4 have breached the Settlement Agreement by failing to pay the  
19 Twenty Millions Dollar (\$20,000,000) obligation owed to Plaintiffs, or any part thereof.  
20

21 24. Pursuant to Section 4 of the Settlement Agreement, Plaintiffs are entitled to recover  
22 all attorney's fees, costs, and expenses incurred in pursuing this action.

23 25. Plaintiffs are entitled to judgment against Rawson and C4 in the amount of Twenty  
24 Million Dollars (\$20,000,000), plus interest at the rate of nine percent (9%) per annum from  
25 December 31, 2009 until paid.

26 26. At the time C4 and Rawson executed the Settlement Agreement, each of the  
27 individual Defendants knew or should have known that the Settlement Agreement was illusory in  
28

1 that C4 was a mere shell corporation with no ability to repay the amounts owed, and Rawson had  
2 no intention of repaying the loan.

3 27. Plaintiffs are informed and believe, and thereon allege, that at all times relevant  
4 herein C4 was a mere sham and was organized and operated as the alter ego of the individual  
5 Defendants named herein for their personal benefit and advantage, in that the individual  
6 Defendants have at all times herein mentioned exercised total dominion and control over C4. The  
7 individual Defendants and C4 have so intermingled their personal and financial affairs that C4  
8 was, and is, the alter ego of the individual Defendants, and should be disregarded. By reason of  
9 the failure of C4, each individual Defendant should be and is liable to Plaintiff for the relief prayed  
10 for herein.

11 28. Plaintiffs are further informed and believe and on that basis allege that C4 was  
12 created for the sole purpose of transacting business with the Plaintiffs and does not conduct any  
13 other business; that C4 owns no assets other than assets described in this Complaint; that C4 was  
14 never funded or capitalized; and that the individually named defendants have comingled their  
15 personal finances with that of C4 and disregarded the corporate entity by taking loans from C4 to  
16 pay personal expenses.

17  
18  
19  
20 **IV.**  
21 **SECOND CLAIM FOR RELIEF**  
22 **(Fraud)**

23 29. Plaintiffs incorporate by reference herein the allegations set forth in the preceding  
24 paragraphs as if those allegations were repeated in their entirety herein.

25 30. All of the individually named Defendants created a false perception regarding C4  
26 and Rawson, including their experience, professionalism, and expertise in financial matters.

27 31. Defendants, and each of them created this false perception in order obtain funds  
28 from Plaintiffs.

1 32. The inducement included in large part promotional materials and resumes of all of  
2 the individually named Defendants, including Rawson, Price, Baker, Shackelford, Kavanagh and  
3 Edwards.

4 33. The Defendants knowingly allowed Rawson to misrepresent to Plaintiffs the  
5 intended use of the loaned funds, the likelihood of obtaining the dramatic returns necessary to  
6 satisfy the obligation to Plaintiffs, and his experience and capabilities in order to induce Plaintiffs  
7 to advance the loaned funds in the first place and to subsequently induce Plaintiffs to continue to  
8 defer taking legal action against Rawson and C4 thereafter.

9 34. The Defendants knowingly allowed Rawson to further facilitate or allow the waste  
10 and improper disposition of the collateral acquired with the loaned funds, the CMOs.

11 35. Plaintiffs reasonably relied on Defendants' representations and were unaware of  
12 their true intentions.

13 36. Plaintiffs are entitled to a judgment against the Defendants, and each of them,  
14 jointly and severally, in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the  
15 rate of nine percent (9%) per annum from December 31, 2009 until paid in full.

16 37. Plaintiffs are further entitled to an award of punitive and exemplary damages as a  
17 result of the Defendants' fraudulent conduct.

18  
19  
20  
21 V.  
22 **THIRD CLAIM FOR RELIEF**  
23 **(Civil Conspiracy)**

24 38. Plaintiffs incorporate by reference herein the allegations set forth in the preceding  
25 paragraphs as if those allegations were repeated in their entirety herein.

26 39. Defendants Rawson, Baker, Price, Shackelford, Edwards, and Kavanagh conspired  
27 and knowingly participated in and/or lent their names to a fraudulent scheme to induce Plaintiffs  
28 to loan funds in the first instance, and then to defer from taking legal action thereafter.



40. Defendants Rawson, Baker, Price, Shackelford, Edwards, and Kavanagh are fully liable to Plaintiffs in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the rate of nine percent (9%) per annum from December 31, 2009 until paid in full.

VI.  
FOURTH CLAIM FOR RELIEF  
(Negligence)

41. Plaintiffs incorporate by reference herein the allegations set forth in the preceding paragraphs as if those allegations were repeated in their entirety herein.

42. C4 and each of the individually named defendants, as officers and directors of C4, owed a duty of care to creditors and co-venturers of C4, including Plaintiffs.

43. If and to the extent any of the named Defendants did not participate in the transactions alleged herein, then they breached their legal duty as officers and directors of C4 to monitor the business activities of C4 and the other individuals involved to prevent C4 from being used for improper purposes and to prevent damage to Plaintiffs.

44. As a result of the foregoing wrongful conduct of the Defendants, and each of them, Plaintiffs have been damaged in an amount to be proved at trial in excess of \$10,000.

VII.  
FIFTH CLAIM FOR RELIEF  
(Conversion)

45. Plaintiffs incorporate by reference herein the allegations set forth in the preceding paragraphs as if those allegations were repeated in their entirety herein.

46. The Joint Venture Agreement provided in pertinent part:

4.04 JVP Compensation. The first twenty million USD (\$20,000,000) received from the proceeds and profits leveraging the CMOs in international trade will go to the JVP on a priority basis prior to any disbursements to C4WW.

///

///

10.01 Books and Records. The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and correct account of all business transactions arising out of and in connection with the conduct of the joint venture.

10.02 Joint bank account. The funds loaned to C4WW will be held in a separate checking account from all other C4WW funds. The JVP and C4WW will jointly own a bank account where the proceeds of the loan will be held, used and administered as determined by this Agreement. Pursuant to 5.01 above, C4WW will administer and control the joint checking account.

10.03 Proof of Funds. All monies received from the JVP as a loan to C4WW shall be kept in a separate checking account from all other C4WW funds, see 10.02 above. The JVP will be able to view the account balance online via the internet at any time from any internet and computer enabled location.

47. In addition to the foregoing, Defendants promised and agreed on multiple occasions to surrender C4's interest in the CMOs to the Plaintiffs.

48. In contravention of the foregoing, the funds loaned to C4 were not placed in a checking account separate from all other C4 funds, but rather, were placed in C4's Wells Fargo checking account no. xxxxxx177 from where over \$400,000 of the funds were diverted as payments or loans to the individual defendants.

49. The CMOs earned dividends (interest payments) of approximately \$17,000 per month.

50. Also in contravention of the foregoing, the dividends were not paid to the Plaintiffs, but rather were diverted for the benefit of the Defendants.

51. Also in contravention of the foregoing, Defendants entered into various agreements to pool, transfer and sell the CMOs without approval or consent of the Plaintiffs.

52. The foregoing acts constitute a distinct exercise of dominion and control by the Defendants, and each of them, over Plaintiffs' CMOs and other funds and money belonging to the Plaintiffs.

53. Defendants' acts of dominion and control are in denial of and inconsistent with Plaintiffs title and rights to the amount loaned to C4, the CMOs and the proceeds derived therefrom.

54. Defendants' acts of dominion and control are in derogation, exclusion and defiance of Plaintiffs' title and rights.

55. Plaintiffs are entitled to a judgment against the Defendants, and each of them, jointly and severally, in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the rate of nine percent (9%) per annum from December 31, 2009 until paid in full.

56. Plaintiffs are further entitled to an award of punitive and exemplary damages as a result of the Defendants' fraudulent conduct.

VIII.  
EIGHTH CLAIM FOR RELIEF  
(Constructive Trust)

57. Plaintiffs incorporate by reference herein the allegations set forth in the preceding paragraphs as if those allegations were repeated in their entirety herein.

58. A confidential and/or fiduciary relationship existed between the Plaintiffs and the Defendants.

59. The retention by the Defendants of any of the CMOs, amounts diverted from the Plaintiffs' loan or dividends due to the Plaintiffs, and/or any proceeds derived therefrom, would be inequitable.

60. The imposition of an actual and/or constructive trust is therefore essential to the effectuation of justice.

WHEREFORE, Plaintiffs Peggy Cain, Jeffrey Cain, and Heli Ops pray for judgment against Defendants as follows:

///

MATUSKA LAW OFFICES, LTD.  
937 MICA DRIVE, SUITE 16A  
CARSON CITY, NV 89705  
(775) 392-2313

1. Against Defendants D.R. Rawson and C4 Worldwide, Inc., for breach of contract damages in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the rate of nine percent (9%) per annum from December 31, 2009 until paid in full, together with attorney's fees, costs, and expenses incurred by Plaintiffs herein;

2. Against Defendants Rawson, Price, Baker, Shackelford, Kavanagh, and Edwards for fraud damages in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the rate of nine percent (9%) per annum from December 31, 2009 until paid in full.

3. For punitive damages against all Defendants in an amount to be determined at trial due to the fraudulent conduct described elsewhere in the Complaint.

4. For the imposition of an actual and/or constructive trust

5. For the cost of suit and attorney's fees.

6. For such other and further relief as the Court deems just in the premises.

Respectfully submitted,

Dated this 27<sup>th</sup> day of November 2012.

MATUSKA LAW OFFICES, LTD.

MICHAEL L. MATUSKA, SBN 5711

937 Mica Drive, Suite 16A

Carson City, NV 89705

(775) 392-2313

(775) 392-2318 (Fax)

Attorneys for Plaintiffs



MATUSKA LAW OFFICES, LTD.  
937 ARCA DRIVE, SUITE 16A  
CARSON CITY, NV 89705  
(775) 392-2313

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices and that on the 27<sup>th</sup> day of November 2012, I served a true and correct copy of the preceding document entitled **SECOND AMENDED COMPLAINT** as follows:

Kelly R. Chase, Esq.  
LAW OFFICE OF KELLY R. CHASE  
P.O. Box 2800  
Minden NV 89423

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

  
LIZ STERN, ALS

I:\Client Files\Litigation\Heli Ops\w. Rawson\Pldgs\Complaint 2nd Amend.doc

## EXHIBIT INDEX

Cain, et al. v. Rawson, et al.  
9<sup>th</sup> JD – Dept. II  
Case No. 11 CV 0296

NO.	DATE	DOCUMENT
1	Feb. 28, 2010/ Mar. 1, 2010	Settlement Agreement and Release of All Claims



**EXHIBIT 1**

**EXHIBIT 1**

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereafter referred to as the "Agreement") is made and binding between and among Peggy and Jeffrey Cain and Heli Ops International, LLC (hereinafter, the "Cains") and DR Rawson, Chairman/CEO and C4 Worldwide, Inc. (hereinafter, "C4 Worldwide").

WHEREAS, the Parties are each desiring to resolve issues having to do with C4 Worldwide's unpaid financial obligations arising out of the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 and upon signing this Agreement intend to cease further collection efforts, including but not limited to the filing of any litigation and the Cains further stipulate and agree that they will file no complaint(s) or the like with either the Securities and Exchange Commission and/or the Department of Justice of any state.

To the extent not modified herein, the Promissory Note and Security Interest in the CMO securities remains in full force and effect.

WHEREAS, each party desires to settle all the claims, fully and finally without any admission of liability;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### SECTION 1. CONSIDERATION

1.1 In consideration of the Releases set forth below in Section 2 and the other terms set forth herein, C4 Worldwide stipulates that it owes the Cains Twenty Million USD (\$20,000,000) and that said amount was due on December 30, 2009 and remains unpaid. C4 Worldwide acknowledges its obligation to pay and agrees to pay the sum of \$20,000,000, plus all accumulated interest, to Cains no later than 90 days from February 25, 2010, less any advance payments made, and C4 Worldwide shall use all reasonable efforts to pay this obligation off in full as quickly as possible.

1.2 C4 Worldwide shall, no later than March 4, 2010, assign a 49% interest in the CMO joint securities account (which account is described more fully in Article IV of the Joint Venture Agreement, hereinafter, the "Account") to the Cains. Upon payment to the Cains of the \$20,000,000 (plus all accumulated interest), contemplated by this Agreement, the Cains agree that they shall have no further ownership interest in the Account (as per Article 4.03 and 4.04 of the Joint Venture Agreement). The Cains further expressly agree to execute any and all documentation necessary to reassign the ownership interest in the Account to C4, which will result in C4 having 100% ownership interest in the Account (the total value of this account is believed to currently be between \$600,000 and \$625,000). C4 Worldwide agrees further to pay interest on this \$20,000,000 obligation from December 31, 2009 at the rate of 9% per annum until said debt is paid in full.

Page 1 of 4 Settlement Agreement and Release of All Claims

DRP PC 

Exhibit 1  
Page 1 of 4



1.2 Both sides shall bear their own costs and attorney fees incurred in achieving this settlement.

1.3 Neither party shall make disparaging comments regarding the other.

## SECTION 2. RELEASE

2.1 The Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever releases and discharges C4 WorldWide, from any and all claims that exist arising out of C4 worldwide's financial misfortunes and resultant inability to timely pay the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 (a true and accurate copy of which is attached hereto as Exhibit A and is incorporated herein by reference). Such release covers the Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever release and discharge C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, of and from any and all past, present, and future claims, demands, obligations, causes of action for damages of any kind, known and unknown, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims.

2.2 C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever releases and discharges the Cains, from any and all claims that exist arising out of C4 WorldWide's financial misfortunes and resultant inability to timely pay the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 (a true and accurate copy of which is attached hereto as Exhibit A and is incorporated herein by reference). Such release covers C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever release and discharge the Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, of and from any and all past, present, and future claims, demands, obligations, causes of action for damages of any kind, known and unknown, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims.

## SECTION 3. EXPRESS ACKNOWLEDGMENTS, REPRESENTATIONS, AND WARRANTIES

3.1 The parties expressly acknowledge and agree that the Release set forth in Section 2 is a general release of the matters described above.

3.2 Each party expressly represents and warrants that it has relied on its own knowledge of

Page 2 of a Settlement Agreement and Release of All Claims

DR. [Signature] [Signature] [Signature]

Exhibit 1  
Page 2 of 4

the facts and the advice of their/its own lawyer, knowing the right to consult with counsel before entering this Agreement, concerning the consequences of this Agreement; and that the signers of this Agreement are of legal age, legally competent to execute this Agreement, and have full authority to sign this Agreement. The parties further warrant that no promise or inducement has been offered, except as set forth in this Agreement, and that this Agreement is executed without reliance on any statement or representation by any other party concerning the nature and extent of damages or legal liability.

3.3 The parties expressly acknowledge and agree that the purpose and effect of this Agreement is to fully and forever resolve all issues relating to claims arising out of and which could be asserted in this case and that no party will pursue the other for anything relating in any way to the claims being released.

3.4 The parties expressly acknowledge and agree that the terms of this Agreement are contractual in nature and not merely a recital.

#### SECTION 4. ENFORCEMENT OF AGREEMENT

4.1 In the event of a material breach of this Agreement or other dispute regarding the enforcement or interpretation of this Agreement, the prevailing party is entitled to recover all attorney fees, costs, and expenses incurred.

#### SECTION 5. GOVERNING LAW

5.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of California and any action arising out of this Agreement shall be filed in Douglas County, Nevada.

#### SECTION 6. INTEGRATION

6.1 This Agreement and Exhibit A attached hereto contain the entire agreement between and among the parties regarding the matters set forth herein and is conclusive and binding on and inures to the benefit of the executors, administrators, personal representatives, heirs, next of kin, children, successors, and assigns of each.

#### SECTION 7. MODIFICATION

7.1 This Agreement may not be amended or modified except in writing signed by all parties.

#### SECTION 8. SAVING CLAUSE

8.1 If any provision of this Agreement, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of that provision to other persons or circumstances, must not be affected thereby.

Page 3 of 4 Settlement Agreement and Release of All Claims


DRE  PC 

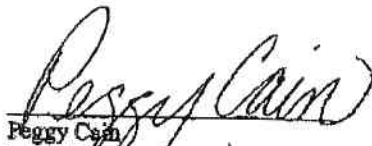
Exhibit 1  
Page 3 of 4


SECTION 9. FURTHER ASSURANCES

9.1 The parties agree to execute and deliver any further documents, instruments, and other agreements as are necessary or convenient to carry out the terms and purposes of this Agreement.

IT IS SO AGREED:

  
DR Rawson  
DATED: February 28<sup>th</sup>, 2010

  
Peggy Cain  
DATED: February 1, 2010  
March

  
Jeffery Cain  
DATED: February 1, 2010  
March

Page 4 of 4 Settlement Agreement and Release of All Claims

DRR 

Exhibit 1  
Page 4 of 4





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MAY 14 2013

CASE NO.: 11-CV-0296

DEPT. NO.: II

2013 MAY 17 PM 1:07

DOUGLAS COUNTY  
DISTRICT COURT CLERK

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS  
INTERNATIONAL, L.L.C, an Oregon limited  
liability company.

Plaintiffs.

v.

D.R. RAWSON, an individual;  
C4 WORLDWIDE, INC., a Nevada corporation;  
RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD,  
an individual; MICHAEL K. KAVANAGH,  
an individual; JEFFREY EDWARDS,  
an individual; and DOES 1 through 10, inclusive,

Defendants.

DEFAULT JUDGMENT

This matter comes before the Court on Plaintiffs' *Motion for Entry of Default Judgment* against Defendants DR Rawson, C4 Worldwide, Inc., Mickey Shackelford, and Michael K. Kavanagh, that was filed on 14 March 2013. Plaintiffs' *Motion for Entry of Default Judgment* was supported by affidavits from Jeffrey K. Cain and Michael L. Matuska. Plaintiffs also filed a *Motion to Certify Judgment as Final* on 21 March 2013.

Defaults were entered against Rawson on 15 January 2013, against C4 on 23 January 2013, against Shackelford on 24 January 2013 and against Kavanagh also on 24 January 2014. Shackelford filed an opposition to Plaintiffs' *Motion for Entry of Default Judgment* in which he

1 also moved to set aside the default. On 7 May 2013, this court granted Shackelford's motion to  
2 set aside the default. As such, Shackelford will be allowed to file his answer to Plaintiffs' *Second*  
3 *Amended Complaint* and is not subject to this Default Judgment. Rawson, C4 and Shackelford did  
4 not oppose Plaintiffs' *Motion for Entry of Default Judgment*. None of the Defendants opposed  
5 Plaintiffs' *Motion to Certify Judgment as Final*.  
6

7 The underlying facts are supported by the well-pled allegation of the *Second Amended*  
8 *Complaint* ("SAC"), the Settlement Agreement and Release of Claims attached thereto, and the  
9 affidavits submitted with the *Motion for Entry of Default Judgment*. Plaintiffs loaned One Million  
10 Dollars (\$1,000,000) to C4 on 29 November 2009, pursuant to a Joint Venture Agreement  
11 ("JVA") for an investment in collateralized mortgage obligations ("CMOs"). Pursuant to the  
12 express terms of the JVA, Plaintiffs were to be repaid Twenty Million Dollars (\$20,000,000) by  
13 30 December 2009. When C4 breached the JVA, Rawson, the Chairman/CEO of C4, executed a  
14 Settlement Agreement and Release of All Claims in which he acknowledged the indebtedness and  
15 agreed to repay Plaintiffs Twenty Million Dollars (\$20,000,000) with interest at the rate of nine  
16 percent (9%) by 25 May 2010. That agreement contained an attorney's fees clause. Rawson and  
17 C4 breached that agreement, as well.  
18

19 As a result of the defaults and their failure to oppose the *Motion for Entry of Default*  
20 *Judgment*, C4, Rawson and Kavanagh consented to the entry of judgment and the well-pled  
21 allegations of the Complaint must be accepted as true. *Estate of Lomastro v. American Family*  
22 *Ins.*, 124 Nev. 1060, 195 P.3d 339 (Nev. 2008) ("Entry of default acts as an admission by the  
23 defending party of all material claims made in the complaint. Entry of default, therefore, generally  
24 resolves the issues of liability and causation and leaves open only the extent of damages.") See  
25 also DCR 13.  
26  
27  
28

1 C4 is a Nevada corporation and never contested personal jurisdiction. The issue of  
2 personal jurisdiction over Rawson, Kavanagh and all other defendants was fully litigated and  
3 finally resolved in favor of exercising jurisdiction over the Defendants. See 20 November 2012  
4 *Order Denying Renewed Motion to Dismiss Re Personal Jurisdiction or for Summary Judgment,*  
5 *and Granting Second Motion for Leave to Amend.*

6  
7 Based on the motion and affidavits and well-pled allegations of the SAC, and for good  
8 cause appearing, **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs'  
9 *Motion for Entry of Default Judgment* is **GRANTED** against C4, Rawson and Kavanagh.

10 **JUDGMENT SHALL BE AND IS HEREBY ENTERED** as follows:

11 1. In Plaintiffs' favor and against Defendant C4, Rawson and Kavanagh, jointly and  
12 severally, in the principal amount of Twenty Million Dollars (\$20,000,000). Although it may not  
13 be necessary to do so, the following recital sets for the liability of the different defendants under  
14 the various causes of action:

15  
16 a. In Plaintiffs' favor and against C4 and Rawson, jointly and severally, in the  
17 principal amount of Twenty Million Dollars (\$20,000,000) under the First Claim for Relief  
18 for breach of the Settlement Agreement and Release of All Claims.

19 b. In Plaintiffs' favor and against C4, Rawson and Kavanagh, jointly and  
20 severally, in the principal amount of Twenty Million Dollars (\$20,000,000) under the  
21 Second Claim for Relief (Fraud); Third Claim for Relief (Civil Conspiracy); Fourth Claim  
22 for Relief (Negligence); Fifth Claim for Relief (Conversion); and Sixth Claim for Relief  
23 (Constructive Trust).

24  
25 c. In addition to the joint and several liability imposed under paragraphs a)  
26 and b) above, Rawson and Kavanagh are also individually liable for the breach of the  
27 Settlement Agreement and Release of All Claims that is the subject of the First Claim for  
28

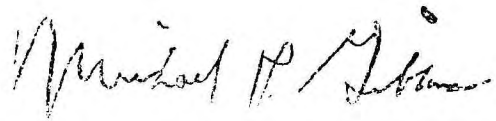
1 Relief (Breach of Contract) based on the doctrine of alter ego. Based on the affidavits and  
2 the well-pled allegations of the SAC, C4 was never funded, Rawson and Kavanagh  
3 commingled their personal finances with those of C4 by diverting the Plaintiffs'  
4 investment funds, used C4 to perpetrate a fraud, and it would be unjust to allow Rawson  
5 and Kavanagh to maintain the corporate shield as a defense in this situation.  
6

7 2. The judgment shall bear interest at the rate of nine percent (9%) per annum from  
8 30 December 2009 until paid.

9 3. Plaintiffs are further awarded their costs in the amount of \$2,524.52 and reasonable  
10 attorney's fees in the amount of \$40,265.40, which amounts shall also bear interest at the rate of  
11 nine percent (9%) per annum from the date of this Order until paid. Plaintiffs are also entitled to  
12 recover attorney's fees incurred in the enforcement of this judgment.  
13

14 4. No just cause existing for delay, this judgment shall be and hereby is a final  
15 judgment pursuant to NRCP 54.

16 Dated this 17 day of May 2013.



18 **DISTRICT COURT JUDGE**  
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SEP 25 2013

**CASE NO.: 11-CV-0296 DOUGLAS COUNTY  
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**DEPT. NO.: II**

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CLERK

**S. WILLIAMS** DEPUTY

**THE NINTH JUDICIAL DISTRICT COURT OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS**

PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS  
INTERNATIONAL, LLC, an Oregon limited  
liability company.

Plaintiffs.

v.

D.R. RAWSON, an individual;  
C4 WORLDWIDE, INC., a Nevada corporation;  
RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD,  
an individual; MICHAEL K. KAVANAGH,  
an individual; JEFFREY EDWARDS,  
an individual; and DOES 1 through 10, inclusive.

Defendants.

**RESPONSE TO CLAIM OF EXEMPTION,  
REQUEST FOR HEARING**

**AND**

**REQUEST FOR ISSUANCE OF  
SUMMONS**

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN, and HELI OPS INTERNATIONAL, LLC. ("Plaintiffs"), by and through their counsel of record, Matuska Law Offices, Ltd., Michael L. Matuska, and hereby respond to the *Claim of Exemption from Execution* ("Claim") filed by Margaret Rawson ("Margaret") and request that a summons issue to compel Margaret to appear and show cause why she should not be bound by the judgment pursuant to NRS 17.030 and 17.040. This Response and Request is based on the points and authorities provided herewith, the Affidavit of Michael L. Matuska ("Matuska Aff.") attached hereto, and all other pleadings, exhibits and documents of record.

MATUSKA LAW OFFICES, LTD.  
937 MICA DRIVE, SUITE 16A  
CARSON CITY, NEVADA 89703  
(775) 392-2313

**POINTS AND AUTHORITIES IN SUPPORT OF  
RESPONSE TO CLAIM OF EXEMPTION, REQUEST FOR HEARING  
AND REQUEST FOR ISSUANCE OF SUMMONS**

**1. Introduction**

Information contained in Margaret's Claim substantiates the following garnishments and amounts from Bank of America accounts:

<b>Account No.</b>	<b>Amount in Account</b>	<b>Amount Protected</b>	<b>Fees</b>	<b>Amount Subject to Garnishment</b>
Xxxx 2819	\$1,059.53	\$0	\$0	\$1,059.53
Xxxx 1910	\$49.76	\$0	\$0	\$49.76
Xxxx 0600	\$2,472.97	\$0	\$0	\$2,472.97
Xxxx 2414	\$338.18	\$0	\$100	\$238.18
Xxx 0703	\$36,474.03	\$3,078.86	\$0	\$33,395.17
Xxxx 4164	\$1,275.81	\$255.00	\$0	\$1,020.81
Xxxx 4114	\$784.67	\$0.00	\$0	\$784.67
Xxxx 3661	\$14,004.60	\$0	\$0	\$14,004.60
Xxxx 0613	\$2,017.23	\$0	\$0	\$2,017.23

Margaret makes two (2) claims. First, for all accounts, she claims that she is not a judgment debtor and not subject to garnishment. Second, for accounts 0703, 4164, and 4114, she claims that she is holding funds for a cousin with Down Syndrome and for her father with dementia such that funds in those accounts are not her assets.

**2. Exemption Statutes**

Margaret claims her exemptions pursuant NRS 21.112, and asserts that the garnished funds must be released if the Plaintiffs do not file a response within eight (8) days. Margaret cited the wrong statute. NRS 21.112 addresses the claim of exemption by a judgment debtor. As a third-party, Margaret's claim of exemption arises under NRS 21.120, which, in turn, adopts the



1 exemption claim procedures from the attachment statutes, including, NRS 31.070.<sup>1</sup> NRS 31.070  
2 provides that the plaintiff is entitled to a hearing to determine title to the property within ten (10)  
3 days of the claim. NRS 31.070(5). Plaintiffs hereby request a hearing.

4 **3. Margaret Did Not Substantiate Her Claim**

5 Margaret's Claim is defective. The Claim must be asserted by the third party/owner.  
6 Margaret's Claim is based on her assertion that she is not the owner and is, therefore, defective on  
7 its face.  
8

9 In addition, Margaret did not substantiate her claim that she is not the owner of the funds  
10 in accounts 0703, 4164, and 4114.

11 As for her claim that she cannot be garnished as a third party, she seems to forget that  
12 Plaintiffs have a judgment for \$20,000,000 against her husband DR Rawson, that California is a  
13 community property state, that Plaintiffs have traced their diverted investment funds into  
14 Margaret's accounts, and that she was an officer and director of C4. The default judgment  
15 imposes a constructive trust on the diverted funds and allows Plaintiffs to pierce the corporate veil.  
16 *See Default Judgment.* Margaret also transferred \$175,000 of the diverted funds from account  
17 2414 into the joint checking account with her husband, DR Rawson, account 4515. (See Matuska  
18 Aff. and **Exhibit "1"** attached thereto.)  
19

20 **4. Request for Summons**

21 Plaintiffs filed their Complaint in this case on 14 September 2011, their First Amended  
22 Complaint on 2 May 2012, and Second Amended Complaint on 27 November 2012. They did not  
23 have the benefit of the Rawsons' bank records at that time. The Default Judgment was entered on  
24

25 ///

26  
27 <sup>1</sup> "If any property levied upon by writ of execution or by writ of garnishment in aid of execution is claimed by  
28 a third person as his or her property, the same rules prevail as to the contents and making of the claim, as to the  
holding of the property and as to a hearing to determine title thereto, as in the case of a claim after levy under writ of  
attachment, as provided for by law." NRS 21.120(2).

1 17 May 2013. Bank records provided earlier by the Defendants established hundreds of thousands  
2 of dollars diverted from the funds that the Cains deposited with C4 into the Rawsons' accounts at  
3 Bank of America. In fact, C4's December 2009 bank statement indicates that DR Rawson was the  
4 account holder of the account into which the funds were deposited, account 2414. Margaret now  
5 claims to be the account holder. On 21 May 2013, following the entry of the Default Judgment,  
6 Plaintiffs' counsel proceeded to subpoena bank records from Bank of America. Those records  
7 confirmed \$329,500 diverted from the Plaintiffs' investment funds into the Rawson's accounts  
8 (See *Matuska Aff.* and Exhibits attached thereto). Those same statements show that Margaret  
9 transferred \$175,000 of these diverted funds in December 2009 and January 2010, to her joint  
10 checking account with DR Rawson, account No. Xxxx 4515. For reasons that are not clear, that  
11 account was not garnished.  
12

13 Likewise, on 14 May 2013, Plaintiffs' counsel requested documents from the Nevada  
14 Secretary of State. Those documents confirm that Margaret was the Treasurer of C4 when the  
15 diversion of funds occurred in 2009 and 2010, and has continued as the Treasurer. (See *Matuska*  
16 *Aff.* and Exhibits attached thereto). Accordingly, a summons should issue pursuant to NRS 17.030  
17 and 17.040 directing Margaret Rawson to appear and show cause why she should not be bound by  
18 the judgment.  
19

20 The requested summons is filed herewith.  
21

22 **5. Missing Documents**

23 Defendants have yet to produce relevant documents, including the Penson account  
24 statements, documents regarding the similar and simultaneous transaction with Pete Lazarri and  
25

26 ///

27 ///

28 ///

1 New Hope Capital (and the repayment of their investment), and documents regarding the  
2 transaction with Golden Summit. Margaret should be required to produce these documents if she  
3 wants to appear and defend.

4 Respectfully submitted.

5 Dated this 25<sup>th</sup> day of September 2013.

6 MATUSKA LAW OFFICES, LTD.

7  
8 By: 

9 MICHAEL L. MATUSKA, SBN 5711  
10 Attorneys for Plaintiffs

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26 KIRK & SMITH

27  
28 SEVERSON

1 CASE NO.: 11-CV-0296

2 DEPT. NO.: II

3  
4 This document does not contain personal information of any person.

5  
6 THE NINTH JUDICIAL DISTRICT COURT OF NEVADA  
7 IN AND FOR THE COUNTY OF DOUGLAS  
8

9 PEGGY CAIN, an individual; JEFFREY CAIN,  
10 an individual; and HELI OPS  
11 INTERNATIONAL, LLC, an Oregon limited  
liability company,

12 Plaintiffs,

13 v.

14 D.R. RAWSON, an individual;  
15 C4 WORLDWIDE, INC., a Nevada corporation;  
16 RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD,  
an individual; MICHAEL K. KAVANAGH,  
an individual; and JEFFREY EDWARDS, an  
individual,

17 Defendants.  
18

CERTIFICATE OF SERVICE

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K. WILFERT  
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1 **OPP**  
Robert P. Mougin, Bar No. 7104  
2 rmougin@kringandchung.com  
Robert L. Thompson, Bar No. 9920  
3 rthompson@kringandchung.com  
KRING & CHUNG, LLP  
4 1050 Indigo Drive, Suite 200  
Las Vegas, NV 89145-8870  
5 Telephone: (702) 260-9500  
Facsimile: (702) 260-9434

6 Attorneys for Defendant  
7 MARGARET. RAWSON

8 **THE NINTH JUDICIAL DISTRICT COURT OF NEVADA**

9 **IN AND FOR THE COUNTY OF DOUGLAS**

10  
11 PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS  
12 INTERNATIONAL, LLC, an Oregon limited  
liability company,

13 Plaintiffs,

14 vs.

15 D.R. RAWSON, an individual; C4  
WORLDWIDE, INC., a Nevada corporation;  
16 RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD, an  
17 individual; MICHAEL K. KAVANAGH, an  
individual; JEFFREY EDWARDS, an individual;  
18 and DOES 1 through 10, inclusive,

19 Defendants.  
20

) Case No. 11-CV-0296

) Dept. No. II

) **MARGARET RAWSON'S OPPOSITION**  
) **TO AND MOTION TO QUASH THE**  
) **SUMMONS TO ADD HER NAME TO**  
) **THE CURRENT JUDGMENT**  
) **PURSUANT TO NRS 17.060**

21 COMES NOW, MARGARET RAWSON, by and through her attorneys of record, KRING  
22 & CHUNG, LLP, and hereby submits her opposition to Plaintiff's issuance of a summons to add  
23 her name to the current default judgment against other defendants pursuant to *NRS 17.030*.  
24 MARGARET RAWSON hereby requests that the Court deny Plaintiff's request to add  
25 MARGARET RAWSON to the judgment and requests that this Court quash the Summons.  
26 MARGARET RAWSON relies on the following points and authorities in support of her opposition  
27 as well as her affidavit in support of her opposition attached hereto as *Exhibit "A"*.

28 ///

1 **I. FACTUAL BACKGROUND**

2 On May 14, 2013, a default judgment was entered by the Court against defendants, DR  
3 RAWSON, C4 Worldwide Corporation, and MICHAEL KAVANAUGH. On 7th of October 2013  
4 Plaintiffs petitioned the court to add MARGARET RAWSON to the Default Judgment as her  
5 capacity as the wife of one of the defendants, DR RAWSON. On October, 14, 2013, Margaret  
6 Rawson was officially served with a copy of the Summons which required her to show cause as to  
7 why she should not be added to the judgment pursuant to *NRS 17.030*.

8 **II. LEGAL ARGUMENT**

9 Pursuant to *NRS 17.060*, when a party is issued a Summons to be added to a judgment, the  
10 defendant may file an Answer denying any and all liability within the time frame specified therein  
11 denying the judgment. Margaret Rawson is not a proper party to this lawsuit and she should not  
12 personally be bound by the judgment. In support of this opposition, MARGARET RAWSON has  
13 submitted the attached affidavit in support of her opposition. See *Exhibit "A"*.

14 **A. Margaret Rawson is Not a Proper Party to the Lawsuit**

15 Plaintiff's counsel attempts to enjoin Margaret Rawson to this judgment on the bases that  
16 she served in the capacity of Treasurer for C-4 Corporation. See *Plaintiff's Affidavit in Support of*  
17 *Request for Issuance of Summons, Paragraph 6*, dated September 25, 2013. Mrs. Rawson position  
18 as the Treasurer of the company was in name only in order to satisfy the requirement of the State of  
19 Nevada. *Exhibit "A"*. During her time as the Treasurer, Mrs. Rawson never authorized, created, or  
20 signed a check in her capacity as Treasurer on behalf of C4 Worldwide, Inc nor was she ever a  
21 signatory on any account owned by C4 Worldwide, Inc. *Id.* Additionally, Mrs. Rawson never  
22 made or issued a request for or demand for a wire transfer with any C4 Worldwide banking  
23 institutions on behalf of C4 Worldwide, Inc. *Id.* All financial transactions were handled by the  
24 Chief Financial Officer. Richard Price, who also served as the company's vice president.  
25 Furthermore, Mrs. Rawson never participated or attended in any company meetings with the board  
26 of directors or any other company officers and/or employees of C4 Worldwide, Inc.. *Id.* Instead,  
27 during this time, Mrs. Rawson was employed full-time working 12-14 hour days as the Controller  
28 for Coast Cadillac which was wholly owned at the time by Sonic Automotive, Inc., a publicly



1 traded company. *Id.* Mrs. Rawson retained that position even after the company was subsequently  
2 sold and currently retains this position. *Id.* Essentially, Mrs. Rawson was never involved in the  
3 day-to-day activities of C4 Worldwide, Inc. at any time before, during, or after the transaction  
4 between Plaintiff and the defendants. *Id.*

5 **B. The Documents produced by Plaintiff's Counsel do not Support the Issuance of**  
6 **a Summons**

7 In support of the Request to Issue a Summons, Plaintiff's counsel attached some bank  
8 statements claiming Mrs. Rawson's name was on various bank accounts which company funds  
9 were diverted from funds which were previously deposited by Plaintiffs. These claims are  
10 unfounded, vague, and ambiguous and should not be relied on to issue a Summons against Mrs.  
11 Rawson.

12 Plaintiff's two exhibits consist of bank records from Wells Fargo in December 2009 which  
13 counsel believes "established hundreds of thousands of dollars diverted from the funds that the  
14 Cains deposited with C4 into the Rawson's accounts at Bank of America." See *Plaintiff's Affidavit*,  
15 *Paragraphs 4 and 5*, dated September 25, 2013. The bank statements attached by Plaintiff are  
16 barely legible and they do not point out which specific transactions he believes showed the Cain's  
17 actual money being transferred into an account now owned by Mrs. Rawson.

18 Furthermore, the statements do not show who at C-4 Corporation made the transaction to  
19 put the money in the account. As stated in her affidavit, in her capacity as Treasurer Mrs. Rawson  
20 never issued any checks, never wired any money on behalf of C-4 Corporation, and she was never  
21 a signatory on any accounts with the company. This company was/is partially owned by Mrs.  
22 Rawson's husband and it would not have been unusual for payments to show-up in her bank  
23 accounts as part of her husband's regular course of business. Furthermore, as a joint owner of the  
24 account, Mr. Rawson had every right to transfer any compensation he received from his company  
25 into a joint account with his wife. Plaintiff seems to presume that Mrs. Rawson should have  
26 personally investigated the sources of any funds deposited into the joint account from her husband's  
27 employer, which is an extreme position given the fact that Mrs. Rawson was never involved in the  
28 daily business of her husband's company. See *Exhibit "A"*. Absent any additional evidence, the






1 Court cannot and should not presume that Mrs. Rawson was aware of the alleged source of funds  
2 deposited from her husband's company into the joint account she shared with her husband and  
3 should not allow such an argument to be the basis to add Mrs. Rawson to the judgment. Simply  
4 put, there is no legal grounds for adding Mrs. Rawson to the current judgment pursuant to *NRS*  
5 *17.030* and the Court should immediately quash the Summons issued by Plaintiff to Mrs. Rawson.

6 **III. CONCLUSION**

7 Therefore, pursuant to *NRS 17.030* and *17.060*, the submitted points and authorities, Mrs.  
8 Rawson's Affidavit in Support of her Opposition to the Issuance of the Summons, and any oral  
9 arguments as will be permitted by the Court, Mrs. Rawson by and through her attorneys of record,  
10 Kring and Chung LLP requests that this honorable court deny Plaintiff's request enjoin Margaret  
11 Rawson to the above referenced judgment.

12 Dated: November 1, 2013

KRING & CHUNG, LLP

13  
14 By:   
15 Robert P. Mougin  
16 Nevada State Bar No. 7104  
17 Robert L. Thompson  
18 Nevada State Bar No. 9920  
19 Attorneys for Defendant  
20 D.R. RAWSON  
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1 **CERTIFICATE OF SERVICE**

2 STATE OF NEVADA, COUNTY OF CLARK

3 I, the undersigned, am employed in the County of Clark, State of Nevada. I am over the age  
4 of eighteen (18) years and not a party to the within action. My business address is 1050 Indigo  
Drive, Suite 200, Las Vegas, NV 89145-8870.

5 On November 1, 2013, I served true copies of the foregoing document(s) described as  
6 **MARGARET RAWSON'S OPPOSITION TO AND MOTION TO QUASH THE**  
7 **SUMMONS TO ADD HER NAME TO THE CURRENT JUDGMENT PURSUANT TO NRS**  
8 **17.060** on the interested parties in this action, addressed as follows:

9 **SEE ATTACHED SERVICE LIST**

10 ☒ BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above  
11 date and placed for collection and mailing at my place of business. I am "readily familiar"  
12 with the firm's practice of collecting and processing correspondence for mailing. Under  
13 that practice, it would be deposited with the U.S. Postal Service on that same day with  
14 postage thereon fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am  
15 aware that on motion of the party served, service is presumed invalid if postal cancellation  
16 date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

19 Executed on November 1, 2013, at Las Vegas, Nevada.

20 

21 ANGELA HENDERSON  
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**CAIN V. RAWSON; 11-CV-0296**

**K&C CLIENT: D.R. RAWSON**  
**CLIENT NO.: 3000.0076**

**SERVICE LIST**

<b>Counsel of Record</b>	<b>Phone/Fax Nos.</b>	<b>Party(ies) Represented</b>
Michael L. Matuska, Esq. Matuska Law Offices, Ltd. 937 Mica Dr., #16A Carson City, NV 89702	T: 775-392-2313 F: 775-392-2318  mlm@matuskalawoffices.com	Plaintiffs
Douglas County Sheriff P.O. Box 218 Minden NV, 89423	T: 775-782-9935	
Bank of America Legal Order Processing P.O. Box 3609 Los Angeles, CA 90051		
Ninth Judicial District Court Department II P.O. Box 218 Minden, NV 89423	T: 775-782-9951 F: 775-782-9978	





1 **AFF**

Robert P. Mougin, Bar No. 7104

2 rmougin@kringandchung.com

Robert L. Thompson, Bar No. 9920

3 rthompson@kringandchung.com

KRING & CHUNG, LLP

4 1050 Indigo Drive, Suite 200

Las Vegas, NV 89145-8870

5 Telephone: (702) 260-9500

Facsimile: (702) 260-9434

6 Attorneys for Defendant

7 MARGARET. RAWSON

8 **THE NINTH JUDICIAL DISTRICT COURT OF NEVADA**

9 **IN AND FOR THE COUNTY OF DOUGLAS**

10  
11 PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS

12 INTERNATIONAL, LLC, an Oregon limited  
liability company,

13 Plaintiffs,

14 vs.

15 D.R. RAWSON, an individual; C4  
WORLDWIDE, INC., a Nevada corporation;  
16 RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD, an  
17 individual; MICHAEL K. KAVANAGH, an  
individual; JEFFREY EDWARDS, an individual;  
18 and DOES 1 through 10, inclusive,

19 Defendants.

) Case No. 11-CV-0296

) Dept. No. II

) **AFFIDAVIT OF MARGARET RAWSON**  
) **IN SUPPORT OF OPPOSITION TO**  
) **PLAINTIFF'S ISSUANCE OF A**  
) **SUMMONS TO ENJOIN HER TO THE**  
) **PRIOR LAWSUIT**

20  
21 STATE OF CALIFORNIA )

22 ) ss:  
COUNTY OF ORANGE )

23 I, MARGARET RAWSON, do hereby swear under penalty of perjury that the assertions of  
24 this affidavit are true and correct to the best of my knowledge:

25 1. I am over the age of eighteen and competent to testify of my own knowledge to the  
26 following.

27 2. I am currently a California resident residing at 8751 Dewey Drive, Garden Grove,

28 CA 92841



1           3.       On October 14, 2013 I was served with a Summons by the Douglas County District  
2 Court for the above referenced lawsuit.

3           4.       In May of 2008, I was listed as a member of the Board of Directors of C4  
4 Worldwide, Inc. for the purposes of the filing initial incorporation papers.

5           5.       My brief listing as a Director was prior to April of 2009 when the list of Corporate  
6 officers was submitted to the State of Nevada.

7           6.       When the board of directors created its annual list of officers in April of 2009, I was  
8 listed as the Corporate Treasurer in order to satisfy the requirement of the Nevada Secretary of  
9 State.

10          7.       While serving in the capacity as Treasurer of the company I did not attend any  
11 meetings with the board of directors, or any other officers and/or employees of C4 Worldwide, Inc.

12          8.       In my capacity as Treasurer of the company, I did not handle any financial  
13 transactions on behalf of C4 Worldwide nor did I authorize, create, or sign a check and/or issue a  
14 request for or demand for a wire transfer with any C4 Worldwide banking institutions on behalf of  
15 C4 Worldwide in my position as Treasurer. All transactions were handled by the Chief Financial  
16 Officer, Richard Price, who was also the company Vice-President.

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CASE NO.: 11-CV-0296

DEPT. NO.: II

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,  
an individual; and HELI OPS  
INTERNATIONAL, LLC, an Oregon limited  
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;  
C4 WORLDWIDE, INC., a Nevada corporation;  
RICHARD PRICE, an individual; JOE BAKER,  
an individual; MICKEY SHACKELFORD,  
an individual; MICHAEL K. KAVANAGH,  
an individual; JEFFREY EDWARDS,  
an individual; and DOES 1 through 10, inclusive,

Defendants.

RESPONSE TO MARGARET RAWSON'S  
OPPOSITION TO AND MOTION TO  
QUASH THE SUMMONS

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN, and HELI OPS INTERNATIONAL, LLC, ("Plaintiffs"), by and through their counsel of record, Matuska Law Offices, Ltd., Michael L. Matuska, and hereby respond to Margaret Rawson's *Opposition to and Motion to Quash the Summons to Add Her Name to the Current Judgment Pursuant to NRS 17.060 ("Opposition")*.

1. The Motion To Quash Is Improper

The Summons referenced in the long title to Margaret's *Opposition* is the Summons requested by the Plaintiffs on 25 September 2013 (the request was served on Margaret Rawson

1 and never opposed), discussed at the hearing on 1 October 2013, which Margaret attended in  
2 person with her counsel, ordered in the *Order* dated 7 October 2013, and issued that same date,  
3 and personally served on Margaret on 14 October 2013. It is not clear why Margaret feels the  
4 Summons should be quashed. Although NRCP 12 allows a motion to quash based on  
5 insufficiency of process or insufficiency of service of process, Margaret is not challenging the  
6 sufficiency of the process or the service. Rather, she is improperly challenging the merits of the  
7 case against her through a motion to quash. Margaret has been provided due process required  
8 under NRS 17.030. *See Nicoladze v. First National Bank*, 94 Nev. 377, 580 P.2d 1391 (1978).  
9 Her challenge is insufficient. She failed to rebut either the diversion of funds or the alter ego. She  
10 should now be added to the judgment.

11  
12 **2. Margaret Does Not Deny the Diversion of Funds**

13 Margaret does not deny the diversion of funds to her accounts, nor can she without  
14 perjuring herself. She does not even mention the diversion of funds issue in her affidavit. The  
15 closest she comes to addressing the diversion of funds is to say that “the bank statements attached  
16 by Plaintiff are barely legible and they do not point to what specific transactions he believes  
17 showed the Cain’s actual money being transferred into an account owned by Mrs. Rawson.”  
18 (*Opposition* at p.3, ll.15-17). This information was provided with Plaintiffs’ *Request*, reviewed at  
19 the hearing, and provided to Margaret’s counsel. He never asked for different copies and the  
20 quality of copies is not a defense. The specific transactions are identified again on **Exhibit “1”**  
21 submitted herewith with sequentially numbered pages and references and include the following:  
22

23 Plaintiffs wired \$1,000,000 to C4’s Wells Fargo account on 11/30/2009 (p.1).

24 Defendants and Margaret diverted \$641,049.99 the very next day, so that only \$255,000  
25 could be transferred to the Legent brokerage account on 12/2/09 (pp.4, 5).

26 New Hope Capital deposited another \$1,000,000 to C4’s Wells Fargo account on 12/4 and  
27  
28

12/23/2009, including \$500,000 through Anchor Title Services (pp.5, 6).

C4 transferred \$750,000 to the Legent brokerage account on 12/9/2009, for a total of \$1,005,000. The following table shows the total amount diverted in December 2009 alone.

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11/1/2009 Beginning Balance:	\$40
11/30/2009 service fee reversal	\$20
11/30/2009 transaction charge	<\$10>
Deposit: HeliOps 11/30/2009	\$1,000,000
Deposit: New Hope 12/4/2009	\$500,000
Deposit: New Hope 12/23/2009	\$500,000
<b>TOTAL WITHDRAWALS/DIVERSION</b>	<b>&lt;\$1,809,327.20&gt;</b>
12/31/2009 Ending Balance	<u>\$190,722.84</u>
Transfer to Legent 12/2/2009	<\$255,000>
Transfer to Legent 12/9/2009	<u>&lt;\$750,000&gt;</u>
<b>NET ILLEGAL DIVERSIONS</b>	<b>&lt;\$804,327.20&gt;</b>

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Of the \$804,327.20 diverted, at least \$299,500 made its way from C4's account to Margaret's accounts in December 2009, alone, including:

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Margaret Rawson the Virtual.Net xxxx 2414

12/1/09	\$7,500	(p. 10)
12/1/09	\$12,000	(p. 10)
12/1/09	\$125,000	(p. 10)
12/23/09	<u>\$155,000</u>	(p. 13)

1                   **TOTAL TRANSFERS FROM C4 ACCOUNT xxxx 2177**  
2                   **TO MARGARET'S ACCOUNT xxxx 2414:**                   **\$299,500**

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3                   Margaret then transferred money into the joint checking account and the linked checking  
4                   and savings accounts with her husband, DR Rawson, including:  
5

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6                   Margaret Allen Rawson and DR Rawson Prima Interest Checking xxxx 4515 and linked  
7                   accounts xxxx 1910, xxxx 0613, and xxxx 0600.  
8

9                   12/2/09	\$75,000	(p. 16)
10                  12/2/09	\$2,000	(p. 21)
11                  12/2/09	\$8,000	(p. 21)
12                  12/2/09	\$5,000	(p. 22)
13                  12/2/09	\$2,000	(p. 23)
14                  12/22/09	\$5,000	(p. 25)
15                  1/4/10	<u>\$100,000</u>	(p. 25)

16                   **TOTAL TRANSFERS FROM xxxx 2414 to xxxx 4515**  
17                   **and linked accounts:**                   **\$197,000**

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18                   The checks Margaret wrote from xxxx 4515 include at least one check written to her  
19                   father, P.M. Jones, in the amount of \$10,000 on 12/23/09 (See **Exhibit "3"**). This information is  
20                   specific enough to overcome any argument from Margaret.  
21

22                   2.           **Margaret Admits the Facts Warranting Piercing the Corporate Veil**

23                   The *Default Judgment* entered on 17 May 2013 is very specific.  
24

25                   The underlying facts are supported by the well-pled allegation of the  
26                   *Second Amended Complaint* ("SAC"), the Settlement Agreement and  
27                   Release of Claims attached thereto, and the affidavits submitted with the  
28                   *Motion for Entry of Default Judgment*. Plaintiffs loaned One Million  
                    Dollars (\$1,000,000) to C4 on 29 November 2009, pursuant to a Joint  
                    Venture Agreement ("JVA") for an investment in collateralized mortgage

obligations ("CMOs"). Pursuant to the express terms of the JVA, Plaintiffs were to be repaid Twenty Million Dollars (\$20,000,000) by 30 December 2009. When C4 breached the JVA, Rawson, the Chairman/CEO of C4, executed a Settlement Agreement and Release of All Claims in which he acknowledged the indebtedness and agreed to repay Plaintiffs Twenty Million Dollars (\$20,000,000) with interest at the rate of nine percent (9%) by 25 May 2010. That agreement contained an attorney's fees clause. Rawson and C4 breached that agreement, as well.

(*Default Judgment* at p.2, ll.7-18).

The individual Defendants named in the Default Judgment were held individually liable for the Settlement Agreement as follows:

c. In addition to the joint and several liability imposed under paragraphs a) and b) above, Rawson and Kavanagh are also individually liable for the breach of the Settlement Agreement and Release of All Claims that is the subject of the First Claim for Relief (Breach of Contract) based on the doctrine of alter ego. Based on the affidavits and the well-pled allegations of the SAC, C4 was never funded, Rawson and Kavanagh commingled their personal finances with those of C4 by diverting the Plaintiffs' investment funds, used C4 to perpetrate a fraud, and it would be unjust to allow Rawson and Kavanagh to maintain the corporate shield as a defense in this situation.

(*Default Judgment* at p. 3-4)

These same considerations apply to Margaret Rawson, as well. She admits that she was the treasurer of C4 during the time period that the diversion of funds occurred. She admits that she never attended a corporate meeting or fulfilled her fiduciary duty to C4 or to the Plaintiffs as C4's joint venture partners. Plaintiffs have proven repeatedly that Margaret was the recipient of at least \$295,000 of the diverted funds, and she does not deny that she and her husband commingled their funds with those of C4, as well and the investment funds provided by the Plaintiffs. Defendants have already admitted that C4 was never funded (See Response to First Set of Requests for Production of Documents, Response No. 18, provided as Exhibit "3" to Plaintiffs' *Opposition to Motion to Dismiss or for Summary Judgment* filed on 31 August 2012). C4 is now dissolved. It would be unjust to allow Margaret to maintain the corporate shield as a defense in