

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

IN RE: Lead Case No.: 12-30081-BKC-EPK
CLSF III IV, Inc., *et al.*, Chapter 7
Debtor. (Jointly Administered)

**TRUSTEE'S MOTION FOR SANCTIONS AGAINST LAW OFFICES OF ARTHUR
MARK FEUERBORN & ASSOCIATES, AND ARTHUR MARK FEUERBORN**

Deborah C. Menotte, the duly appointed and acting Chapter 7 Trustee (the “Trustee”) for the substantively consolidated bankruptcy estates of CLSF III IV, Inc., and Deborah Catherine Peck, *et al.*, by and through undersigned counsel, and pursuant to 11 U.S.C. § 105, hereby files this Motion (the “Motion”) for sanctions against the Law Offices of Arthur Mark Feuerborn & Associates and Arthur Mark Feuerborn.¹ In support of this Motion, the Trustee states:

I. BACKGROUND

1. Arthur Feuerborn and his law offices first became involved in this bankruptcy case in September 2012, when he, through his law firm, acted as the escrow agent in connection with the sale of two life insurance policies in violation of this Court’s injunction. Feuerborn never advised the Trustee that he was holding estate assets until February 2014, when contacted by Trustee’s counsel seeking an accounting of the funds from the policy sales. At that time, Feuerborn first advised the Trustee that he was holding \$283,913.89 that belonged to the estate and only then, at the Trustee’s request, turned over the monies to the Trustee.

¹ Upon information and belief, the Law Offices of Arthur Mark Feuerborn & Associates appears to be a dba of Arthur Mark Feuerborn, as neither an “attorney search” of the California Bar Association website (www.calbar.ca.gov), nor a “business search” of the California Secretary of State website (www.sos.ca.gov) reflect a listing for Law Offices of Arthur Mark Feuerborn & Associates.

2. On December 5, 2013, and on January 9, 2014, Feuerborn appeared telephonically at hearings in connection with contempt proceedings initiated by the Trustee against Reed Collingwood and Sunstar Financial, LLC stemming from Collingwood's failure to respond to a Rule 2004 Examination issued by the Trustee. Feuerborn, though not admitted in Florida and not appearing *pro hac vice*, attempted to appear as counsel for Collingwood and Sunstar at these hearings. Both Sunstar and Collingwood were sanctioned in connection with those proceedings. *See* ECF Nos. 761, 824.

3. On December 8, 2014, this Court entered a *Final Default Judgment Against Defendant, Sunstar Financial, LLC* (the "Sunstar Judgment") in favor of the Trustee and against Sunstar Financial, LLC (the "Sunstar Judgment") in the amount of \$1,605,797.81, in the adversary proceeding captioned *Deborah C. Menotte, Chapter 7 Trustee v. Sunstar Financial, LLC and Reed Collingwood*; Adv. No. 14-01595-EPK (the "Sunstar/Collingwood Adversary").

4. On February 3, 2015, this Court entered a *Final Default Judgment Against Defendant, Reed Collingwood* (the "Collingwood Judgment") in favor of the Trustee and against Reed Collingwood, in the amount of \$1,605,797.81, in the Sunstar/Collingwood Adversary.

5. On April 2, 2015, Collingwood provided a financial statement to the Trustee, signed under penalty of perjury, that listed total assets of \$20,166, consisting of \$20,000 in household furnishings and \$166.00 in cash.

6. On July 31, 2015, the Trustee issued a subpoena ("Subpoena") to the Law Offices of Arthur Mark Feuerborn & Associates, to the attention of Arthur Mark Feuerborn ("Feuerborn"), commanding, *inter alia*, the production of all documents concerning any real, tangible, and/or intangible property held or owned by Reed Collingwood ("Collingwood") or

Sunstar Financial, LLC (“Sunstar”).² [ECF No. 1225, Ex. A]

7. Feuerborn produced some documents to the Trustee on or about August 24, 2015, but none were related to Collingwood or Sunstar’s assets. In his Response and Objection, *Id.*, Ex. B, to the Trustee’s Subpoena, Feuerborn claimed that he did not represent Sunstar or Collingwood as an attorney, and refused to produce documents related to any of Sunstar or Collingwood’s assets, because he was “still reviewing the documents in his possession which are responsive to the [requests].” *Id.* Feuerborn also objected to the Subpoena to the extent it sought documents protected by the attorney-client privilege, again, despite disclaiming any attorney-client relationship between himself and Sunstar or Collingwood. *Id.*

8. Feuerborn asserted that he acted as an “independent third-party holder of escrowed funds for costs fees and the subsequent purchase of life settlement policies for Sunstar’s clients.” *Id.* at 3. In his Response, he stated that he had no documents pertaining to any “real, tangible, and/or intangible property held or owned by Collingwood [or Sunstar].”³ *Id.* at 2, 4.

9. Feuerborn’s responses to the Subpoena were false and given in bad faith. Documents recently obtained by the Trustee from a third party evidence monthly wire transfers from the Law Offices of Arthur Mark Feuerborn to Collingwood and Associates, an alter ego entity of Collingwood under the direct control of Collingwood, of between \$15,000.00 and \$20,000.00 per month, beginning in 2014. Attached hereto as **Composite Exhibit “A”** is a list of the monthly wire transfers, showing the dates and amounts of the transfers, as well as the back-up documentation received from the third party with respect to the transfers.

² Collingwood was defined in the Subpoena as “Reed Collingwood, and includes any and all agents, employees, servants, officers, directors, attorneys and any other person or entity acting or purporting to act on his behalf, or any other entity or person under the direct control of Collingwood.”

³ Feuerborn produced some documents, but all of the documents produced related to Sunstar Financial, LLC and/or Reed Collingwood’s dealings with the Debtor. None of them related to any assets held for their benefit.

10. Feuerborn failed to produce any documents relating to these monthly wire transfers and lied when he said he had no documents in his possession concerning property held by Collingwood. To date, Feuerborn has not produced any of the responsive documents that he claimed to be reviewing.

11. On October 30, 2015, the Court entered an *Order Granting Trustee's Motion to Compel Production of Documents From Arthur Mark Feuerborn* (the "Order Granting Motion to Compel") [ECF No. 1216], which directed Feuerborn to produce all remaining documents not previously produced in compliance with the Subpoena, including, but not limited to, all documents relating to payments and/or transfers of funds relating to Feuerborn's representation of Reed Collingwood, within seven (7) days from the Order Granting Motion to Compel;

a. directed Feuerborn to produce a privilege log, or any such privileges would be deemed waived, within seven (7) days from Order Granting Motion to Compel;

b. awarded the Trustee reasonable attorneys' fees in the amount of \$4,367.00 (the "Fee Award"), representing fees expended by Berger Singerman LLP on behalf of the Trustee in connection with the efforts to obtain the remaining documents from Feuerborn; and

c. directed Feuerborn to pay the Fee Award to the Trustee so as to be received by the Trustee within fourteen (14) days from the Order Granting Motion to Compel.

12. Although Feuerborn was duly served with a copy of the Order Granting Motion to Compel, Feuerborn ignored and failed to comply with that order.

13. On November 17, 2015, the Trustee filed *Trustee's Motion for an Order to Show Cause Against Law Offices of Arthur Mark Feuerborn & Associates, and Arthur Mark Feuerborn* [ECF No. 1225] ("Motion for Order to Show Cause").

14. Although Feuerborn was duly served with a copy of the Motion for Order to

Show Cause as well as the notice of hearing scheduling the hearing for December 2, 2015, Feuerborn ignored the Motion for Order to Show Cause and failed to appear at the December 2, 2015 hearing.

15. Accordingly, the Court entered an *Order to Show Cause Directed to the Law Offices of Arthur Mark Feuerborn & Associates and Arthur Mark Feuerborn* [ECF No. 1250], directing the Law Offices of Arthur Mark Feuerborn & Associates and Arthur Mark Feuerborn to pay the sum of \$4,736.00 to the Trustee, and directing a duly authorized corporate representative of the Law Offices of Arthur Mark Feuerborn & Associates and Arthur Mark Feuerborn to appear at a hearing on January 6, 2015 to show cause why they should not be held in contempt of Court.

16. On December 2, 2015, the Trustee, through counsel, issued a Subpoena directed to MUFG Union Bank, N.A., in an effort to obtain additional documentation reflecting the monthly wire transfers made by Feuerborn to Collingwood beginning in 2014. A copy of the Subpoena (the “Subpoena”) directed to MUFG Union Bank, N.A. is attached hereto as **Exhibit “B”**.

17. On December 17, 2015, Feuerborn, through local counsel, filed a *Motion to Quash Subpoena Duces Tecum Directed to MUFG Union Bank, N.A. Dated December 3, 2015 and Alternatively, Motion for Protective Order* [ECF No. 1256] (the “Motion to Quash”), requesting the entry of an Order quashing the Subpoena or, alternatively, limiting the scope of the documents to be provided.

18. Feuerborn’s counsel did not confer with counsel for the Trustee before filing the Motion to Quash. Moreover, Feuerborn’s counsel informed the Trustee’s counsel that Feuerborn no longer held any money for Collingwood’s benefit.

II. RELIEF REQUESTED

19. Both prior to and after entry of the Collingwood Judgment, Feuerborn actively thwarted the Trustee's efforts to obtain information regarding Collingwood's assets. During the same period that the Trustee was seeking and obtaining the Collingwood Judgment, Feuerborn was maintaining monies belonging to Collingwood in his firm's bank account and transferring those monies, totaling \$239,219.00, to Collingwood through Collingwood and Associates. *See* Composite Exhibit A. On information and belief, Feuerborn held or holds additional monies that belong to Collingwood.

20. On July 8, 2015, Feuerborn transferred \$5,000.00 to Collingwood and Associates. On July 22, 2015, Feuerborn wired \$10,000.00 to Collingwood and Associates. Yet, although served with the Trustee's Subpoena a mere few weeks later, Feuerborn produced no documents to the Trustee regarding these payments. Feuerborn has yet to offer any explanation as to why he has failed and/or refused to produce such documents.

21. To date, Feuerborn has failed to produce any documents regarding the \$239,219.00 he transferred to Collingwood. Further, in his Response to the Subpoena, he stated that he had no documents regarding any property held or owned by Collingwood, despite the fact that Feuerborn had just transferred \$239,219.00 to him.

22. On information and belief, Feuerborn continues to hold assets for the benefit of Collingwood, and/or has documents which could be used to locate and seize Collingwood's assets for purposes of satisfying the judgment.

23. On information and belief, Feuerborn ignored this Court's orders and filed the Motion to Quash to allow Collingwood additional opportunity to transfer assets that might

otherwise be discoverable and recoverable by the Trustee to satisfy her judgment. Therefore, the Trustee respectfully requests that sanctions be awarded to the Trustee and against Feuerborn for harm to the bankruptcy estate caused by Feuerborn's bad faith towards this Court.

III. LEGAL ARGUMENT

24. Feuerborn's actions in this bankruptcy case, through continually ignoring court orders and hampering their enforcement, demonstrate bad faith. "A party . . . demonstrates bad faith by delaying or disrupting the litigation or hampering enforcement of a court order." *Barnes v. Dalton*, 158 F.3d 1212, 1214 (11th Cir. 1998). Here, Feuerborn, from 2012 forward, (i) failed to advise the Trustee he was holding substantial estate funds and turnover those assets, (ii) assisted Collingwood and Sunstar in thwarting the Trustee's efforts to obtain documents, (iii) refused to provide documents to the Trustee in response to subpoenas and Court orders, (iv) hid assets of Collingwood, then surreptitiously funneled those assets to Collingwood, at a time the Trustee was seeking, and/or had obtained, a judgment against Collingwood, (v) continued to thwart the Trustee's efforts by failing to produce documents that might lead the Trustee to recover funds recently transferred from Feuerborn to Collingwood, and (vi) continues to provide Collingwood with additional lead time to hide assets by further impeding the Trustee's efforts to track the monies that went from Feuerborn to Collingwood.

25. Although an attorney, Feuerborn has done everything he can to hinder the administration of justice. As the Supreme Court found in *Chambers v. NASCO*, 501 U.S. 32, 43-45 (1991), "tampering with the administration of justice . . . involves far more than an inquiry to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public." *Id.* Thus, the Supreme Court acknowledged that district courts have the inherent powers to assess sanctions, without an explicit grant of statutory authority. *Chambers*, 501 U.S. at 46.

26. In the Eleventh Circuit, the “key to unlocking a court’s inherent power is a finding of bad faith.” *Barnes* at 1214. Moreover, “the imposition of sanctions under the bad-faith exception depends not on which party wins the lawsuit, but on how the parties conduct themselves during the litigation.” *Chambers*, 501 U.S. at 32; *accord Rothenberg v. Sec. Mgmt. Co.*, 736 F.2d 1470, 1472 (11th Cir. 1984).

27. In addition to their inherent powers, bankruptcy courts have discretion, pursuant to Section 105 of the Bankruptcy Code, to issue any order, process or judgment that is necessary or appropriate to carry out the provisions of the bankruptcy code, if appropriate. *See In re Evergreen Sec. Ltd.*, 384 B.R. 882, 932 (Bankr. M.D. Fla. 2008); *accord Marrama v. Citizens Bank of Mass.*, 549 U.S. 365, 366 (2007).

28. There is no question that Feuerborn has acted in bad faith and made every effort to impede the administration of justice. As an attorney, Feuerborn is an officer of the Court who was, and is, intimately aware of the consequences of failing to respond to a subpoena or a Court order directing compliance with a subpoena. Yet, Feuerborn acted at every turn to impede justice by retaining estate funds without notice or authority, ignoring a subpoena, ignoring Court orders directed at him, ignoring Court orders directing him to comply with those Court orders, and continuing to impede the Trustee’s efforts to obtain essential information from other sources, all in an effort to help someone he asserts is not his client.

29. Moreover, the most recent delay tactic, the Motion to Quash, is legally deficient because Feuerborn (i) failed to confer with counsel for the Trustee prior to filing the Motion; (ii) waived the right to assert a privilege as it pertains to documents which should have been produced [ECF No. 1250]; and (iii) sought to protect documents that are not covered by the attorney-client privilege. *See Thompsan v. Cincinatti Ins. Co.*, 2010 WL 4667100, at *2 (N.D.

Fla. 2010) (“The attorney-client privilege protects the confidentiality of communications within the attorney-client relationship, not the external trappings of the relationship such as facts relating to the creation or existence of the attorney-client relationship.”).

30. Feuerborn’s conduct is calculated to allow Collingwood to continue to hide assets which otherwise could be used to satisfy the judgment held by the Trustee, and, therefore, constitutes bad faith.

31. Accordingly, the Trustee submits that the Court should utilize its inherent power, and/or section 105 of the Bankruptcy Code, to sanction Feuerborn for his bad faith that has hampered justice by obstructing the Trustee’s administration of these bankruptcy cases and the enforcement of her judgment against Collingwood.

WHEREFORE, the Trustee requests that this Court:

- a. Grant the Motion;
- b. Award sanctions to the Trustee and against Feuerborn in an amount to be determined; and
- c. Grant any further such relief as this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this 28th day of December, 2015, via electronic transmission through the Court’s CM/ECF system

CM/ECF SERVICE LIST

- Thomas L Abrams tabrams@tabramslaw.com, dabrams@tabramslaw.com
- Marc P Barmat ndixon@furrcohen.com, mbarmat@furrcohen.com;atty_furrcohen@bluestylus.com
- Michael E. Baum mbaum@schaferandweiner.com, jburns@schaferandweiner.com
- Eyal Berger eyal.berger@akerman.com, jeanette.martinez@akerman.com
- Leyza F. Blanco leyza.blanco@gray-robinson.com, jceide@gray-robinson.com;abaliu@gray-robinson.com;Ileana.Christianson@gray-robinson.com
- Daniel F Blanks daniel.blanks@nelsonmullins.com, Allison.Abbott@nelsonmullins.com
- Daniel R. Brinley daniel@brinleylaw.com, brinleylawecf@gmail.com
- Robert P. Charbonneau rpc@eccounsel.com, nsocorro@ecclegal.com;bankruptcy@ecclegal.com;bankruptcy.ecc@ecf.courtdrive.com
- Leslie Gern Cloyd lcloyd@bergersingerman.com, kgoins@bergersingerman.com;mnewland@bergersingerman.com;efile@ecf.inforuptcy.com;efile@bergersingerman.com;kbeck@bergersingerman.com
- Leslie Gern Cloyd lcloyd@bergersingerman.com, kgoins@bergersingerman.com;mnewland@bergersingerman.com;efile@ecf.inforuptcy.com;efile@bergersingerman.com;kbeck@bergersingerman.com
- Catherine E Douglas catherine.douglas@akerman.com, jeanette.martinez@akerman.com
- Robert J Edwards redwards@bgglaw.com, jthomas@bgglaw.com
- Brett A Elam belam@brettelamlaw.com, info@brettelamlaw.com;deanna@brettelamlaw.com;lynn@farberelamlaw.com;adamfarberlaw@gmail.com;brettelamlaw@gmail.com;elise@adamfarberlaw.com
- Heidi A Feinman Heidi.A.Feinman@usdoj.gov
- James H Fierberg jhfpa@bellsouth.net
- Julianne R. Frank fwbbnk@fwbpa.com, jrfbnk@gmail.com
- Joanne Gelfand joanne.gelfand@akerman.com, janet.salinas@akerman.com
- Elan A Gershoni EGershoni@joneswalker.com, jdempsey@osslaw.com
- Kevin C Gleason kgpaecmf@aol.com
- Garry M Glickman gglickman@gwmlawyers.com, snovay@gwmlawyers.com
- Daniel L. Gold dgold@eccounsel.com, miurel.martinez@wilsonelser.com;Jackie.Benitez@wilsonelser.com;Thomas.Manisero@wilsonelser.com
- Daniel L. Gold dan.gold@wilsonelser.com, miurel.martinez@wilsonelser.com;Jackie.Benitez@wilsonelser.com;Thomas.Manisero@wilsonelser.com
- Michael B Green mgreen@gunster.com, eroa@gunster.com
- Gregory S Grossman ggrossman@astidavis.com, ngonzalez@astidavis.com
- Andrew R Herron aherron@herronortiz.com, ndrubin@herronortiz.com
- Zachary P Hyman zhyman@bergersingerman.com, clamb@bergersingerman.com;efile@bergersingerman.com;efile@ecf.inforuptcy.com;efile@ecf.inforuptcy.com

- Craig I Kelley craig@kelleylawoffice.com, martha@kelleylawoffice.com,kelleyecfsouthern@gmail.com,Stephanie@kelleylawoffice.com,lyndia@kelleylawoffice.com
- Brian J Lechich blechich@herronortiz.com
- James P.S. Leshaw Jim@LeshawLaw.com
- David B Marks brett.marks@akerman.com, charlene.cerda@akerman.com
- Deborah Menotte menottetrustee@gmail.com, ecf.alert+Menotte@titlexi.com
- Office of the US Trustee USTPRegion21.MM.ECF@usdoj.gov
- Leslie S. Osborne rappaport@kennethrappaportlawoffice.com
- Leslie S. Osborne rappaport@kennethrappaportlawoffice.com
- Kenneth B Robinson krobinson.ecf@rprslaw.com
- David R Rothenstein drr@ecclegal.com, nsocorro@ecclegal.com;ecala@ecclegal.com;bankruptcy@ecclegal.com;jbetancourt@ecclegal.com;parboleda@ecclegal.com
- Ariel Sagre law@sagrelawfirm.com
- Norman L. Schroeder II nschroeder@nlsbankruptcy.com, mnewman@nlsbankruptcy.com;dfinegold@nlsbankruptcy.com
- Bradley S Shraiberg bshraiberg@sfl-pa.com, dwoodall@sfl-pa.com;lrosettoparr@sfl-pa.com;scusack@sfl-pa.com;blee@sfl-pa.com;bshraibergecfmail@gmail.com;ematteo@sfl-pa.com
- Deborah Talenfeld dtalenfeld@bergersingerman.com, efile@bergersingerman.com;efile@ecf.inforuptcy.com
- Stuart A Young syoung@ybplaw.com
- P Benjamin Zuckerman bzuckerman@bergersingerman.com, cphillips@bergersingerman.com;efile@bergersingerman.com

COMPOSITE EXHIBIT "A"

**List of Wire Transfers from Law Offices of Arthur Mark Feuerborn to
Collingwood and Associates**

Date of Wire Transfer	Amount of Wire Transfer
01/08/14	\$6,000.00
01/17/14	\$5,000.00
02/14/14	\$5,000.00
03/05/14	\$15,000.00
04/07/14	\$15,000.00
04/15/14	\$5,000.00
05/02/14	\$5,000.00
05/13/14	\$10,000.00
06/03/14	\$15,000.00
06/18/14	\$10,000.00
07/02/14	\$5,000.00
07/02/14	\$5,000.00
08/01/14	\$10,000.00
08/14/14	\$6,000.00
09/04/14	\$10,000.00
09/04/14	\$2,219.00
10/03/14	\$20,000.00
10/16/14	\$25,000.00
11/07/14	\$5,000.00
11/21/14	\$10,000.00
12/23/14	\$20,000.00
12/30/14	\$15,000.00
07/08/15	\$5,000.00
07/22/15	\$10,000.00
TOTAL	\$239,219.00



Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on January 1, 2014	-\$206.27	# of deposits/credits: 10
Deposits and other credits	18,019.98	# of withdrawals/debits: 16
Withdrawals and other debits	-7,548.07	# of days in cycle: 31
Checks	-9,987.00	Average ledger balance: \$1,292.68
Service fees	-98.00	
Ending balance on January 31, 2014	\$180.64	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.01.

Deposits and other credits

Date	Description	Amount
01/07/14	Protective Life Des:Commission Id:[REDACTED]0104	0.34
01/08/14	Wire Type:Wire In Date: 140108 Time:1109 Et Trn:2014010800171266 Seq:2014010800013155/000406 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:Ref Crown Alliance	6,000.00
01/08/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
01/15/14	Metlife Des:Ach Item Id:XXXXXXXX	2.13
01/17/14	Wire Type:Wire In Date: 140117 Time:1557 Et Trn:2014011700290399 Seq:2014011700019759/002533 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496	5,000.00
01/22/14	Metlife Des:Ach Item Id:XXXXXXXX	14.89

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Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on February 1, 2014	\$180.64	# of deposits/credits: 7
Deposits and other credits	5,036.79	# of withdrawals/debits: 7
Withdrawals and other debits	-2,000.00	# of days in cycle: 28
Checks	-3,100.00	Average ledger balance: \$695.06
Service fees	-33.00	
Ending balance on February 28, 2014	\$84.43	

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$0.02.

The quarterly business credit card bonus reward for customers enrolled in the Business Platinum Privileges program will be discontinued as of July 1, 2014. If you are enrolled in Business Platinum Privileges and have a business credit card, your last quarterly bonus will be for the quarter ending on June 30, 2014. This change will not impact any other existing business card rewards programs you may have. If you have questions about this change, or if we can help in any way, please call the number on the front of your statement.

Deposits and other credits

Date	Description	Amount
02/04/14	Fglife Des:Commission Id:[REDACTED]6985	10.06
02/11/14	Protective Life Des:Commission Id:[REDACTED]0208	0.34
02/12/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
02/14/14	Wire Type:Wire In Date: 140214 Time:1218 Et Trn:2014021400207506 Seq:2014021400018347/001019 Orig:Law Offices Of Arthur Mar Id:[REDACTED]39786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1009850	5,000.00

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Your checking account

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COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on March 1, 2014	\$84.43	# of deposits/credits: 10
Deposits and other credits	26,709.43	# of withdrawals/debits: 20
Withdrawals and other debits	-10,990.67	# of days in cycle: 31
Checks	-15,464.00	Average ledger balance: \$2,933.34
Service fees	-48.00	
Ending balance on March 31, 2014	\$291.19	

Annual Percentage Yield Earned this statement period: 0.01%.
Interest Paid Year To Date: \$0.04.

Deposits and other credits

Date	Description	Amount
03/03/14	Deposit	1,600.00
03/05/14	Wire Type:Wire In Date: 140305 Time:1142 Et Trn:2014030500190400 Seq:2014030500013978/000643 Orig:Law Offices Of Arthur Mar Id:[REDACTED]39786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1011035	15,000.00
03/11/14	Protective Life Des:Commission Id:[REDACTED]0308	0.34
03/12/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
03/18/14	Fglife Des:Commission Id:[REDACTED]6985	11.74
03/19/14	Metlife Des:Ach Item Id:XXXXXXXX	17.02

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Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on April 1, 2014	\$291.19	# of deposits/credits: 8
Deposits and other credits	20,026.75	# of withdrawals/debits: 18
Withdrawals and other debits	-3,650.00	# of days in cycle: 30
Checks	-14,177.00	Average ledger balance: \$3,330.07
Service fees	-48.00	
Ending balance on April 30, 2014	\$2,442.94	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.07.

Deposits and other credits

Date	Description	Amount
04/07/14	Wire Type:Wire In Date: 140407 Time:1745 Et Trn:2014040700321584 Seq:2014040700020648/002711 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1013085	15,000.00
04/08/14	Protective Life Des:Commission Id:[REDACTED]0405	0.34
04/09/14	Metlife Des:Ach Item Id:XXXXXXXX	8.53
04/15/14	Wire Type:Wire In Date: 140415 Time:1745 Et Trn:2014041500346874 Seq:2014041500023306/003397 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1013675	5,000.00
04/16/14	Metlife Des:Ach Item Id:XXXXXXXX	2.13
04/23/14	Metlife Des:Ach Item Id:XXXXXXXX	14.89

continued on the next page

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Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on May 1, 2014	\$2,442.94	# of deposits/credits: 9
Deposits and other credits	15,025.78	# of withdrawals/debits: 20
Withdrawals and other debits	-7,278.10	# of days in cycle: 31
Checks	-9,851.08	Average ledger balance: \$3,110.55
Service fees	-48.00	
Ending balance on May 31, 2014	\$291.54	

Annual Percentage Yield Earned this statement period: 0.01%.
Interest Paid Year To Date: \$0.10.

Deposits and other credits

Date	Description	Amount
05/02/14	Wire Type:Wire In Date: 140502 Time:1355 Et Trn:2014050200227250 Seq:2014050200015928/001477 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1014775	5,000.00
05/06/14	Protective Life Des:Commission Id:[REDACTED]0503	0.34
05/07/14	Metlife Des:Ach Item Id:XXXXXXXX	5.78
05/13/14	Wire Type:Wire In Date: 140513 Time:1514 Et Trn:2014051300255112 Seq:2014051300013658/001718 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1015590	10,000.00
05/14/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
05/21/14	Metlife Des:Ach Item Id:XXXXXXXX	15.89

continued on the next page



Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on June 1, 2014	\$291.54	# of deposits/credits: 12
Deposits and other credits	40,254.31	# of withdrawals/debits: 25
Withdrawals and other debits	-10,710.26	# of days in cycle: 30
Checks	-27,927.00	Average ledger balance: \$2,864.37
Service fees	-63.00	
Ending balance on June 30, 2014	\$1,845.59	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.12.

Deposits and other credits

Date	Description	Amount
06/03/14	Wire Type:Wire In Date: 140603 Time:1439 Et Trn:2014060300263657 Seq:2014060300015616/001546 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1016515	15,000.00
06/10/14	Fglife Des:Commission Id:[REDACTED]6985	10.08
06/10/14	Protective Life Des:Commission Id:[REDACTED]0607	0.34
06/11/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
06/18/14	Wire Type:Wire In Date: 140618 Time:1316 Et Trn:2014061800232054 Seq:2014061800012190/001148 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Union Bank, National Associat Id:[REDACTED]0496 Pmt Det:1017430	10,000.00
06/18/14	Metlife Des:Ach Item Id:XXXXXXXX	1.00

continued on the next page



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Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on July 1, 2014	\$1,845.59	# of deposits/credits: 12
Deposits and other credits	18,851.98	# of withdrawals/debits: 19
Withdrawals and other debits	-9,380.87	# of days in cycle: 31
Checks	-10,850.00	Average ledger balance: \$1,537.91
Service fees	-193.00	
Ending balance on July 31, 2014	\$273.70	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.13.

To ensure you receive important information and updates regarding your account(s), Bank of America encourages you to review your contact information and establish your contact priorities the next time you are in Online Banking, visit a Banking Center or call Customer Service.

Deposits and other credits

Date	Description	Amount
07/02/14	Wire Type:Wire In Date: 140702 Time:1747 Et Trn:2014070200349718 Seq:2014070200021409/003243 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 18400	5,000.00
07/02/14	Wire Type:Wire In Date: 140702 Time:1747 Et Trn:2014070200349740 Seq:2014070200020939/003245 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 18375	5,000.00
07/08/14	Protective Life Des:Commission Id:[REDACTED]0704	0.34
07/09/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78

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AR4P3PGA AD-12-13-0391B



Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on August 1, 2014	\$273.70	# of deposits/credits: 11
Deposits and other credits	36,036.34	# of withdrawals/debits: 27
Withdrawals and other debits	-6,018.66	# of days in cycle: 31
Checks	-30,028.25	Average ledger balance: \$1,065.55
Service fees	-78.00	
Ending balance on August 31, 2014	\$185.13	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.14.

 To ensure you receive important information and updates regarding your account(s), Bank of America encourages you to review your contact information and establish your contact priorities the next time you are in Online Banking, visit a Banking Center or call Customer Service.

Deposits and other credits

Date	Description	Amount
08/01/14	Wire Type:Wire In Date: 140801 Time:1716 Et Trn:2014080100365116 Seq:2014080100024090/004384 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 20235	10,000.00
08/12/14	Protective Life Des:Commission Id:[REDACTED]0809	0.34
08/13/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
08/14/14	Wire Type:Wire In Date: 140814 Time:1727 Et Trn:2014081400323194 Seq:2014081400018377/002975 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 21005	6,000.00

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Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on September 1, 2014	\$185.13	# of deposits/credits: 12
Deposits and other credits	37,336.32	# of withdrawals/debits: 19
Withdrawals and other debits	-10,870.34	# of days in cycle: 30
Checks	-25,550.00	Average ledger balance: \$919.62
Service fees	-138.00	
Ending balance on September 30, 2014	\$963.11	

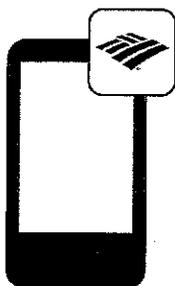
Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.15.

Deposits and other credits

Date	Description	Amount
09/04/14	Wire Type:Wire In Date: 140904 Time:1516 Et Trn:2014090400286387 Seq:2014090400016147/001998 Orig:Law Offices Of Arthur Mar Id:[REDACTED] 9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED] 0496 Pmt Det:10 22460	10,000.00
09/04/14	Wire Type:Wire In Date: 140904 Time:1515 Et Trn:2014090400286236 Seq:2014090400016093/001984 Orig:Law Offices Of Arthur Mar Id:[REDACTED] 9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED] 0496 Pmt Det:10 22455	2,219.00
09/09/14	Protective Life Des:Commission Id:[REDACTED] 0906	0.34
09/10/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
09/16/14	Protective Life Des:Commission Id:[REDACTED] 0913	25.00
09/17/14	Metlife Des:Ach Item Id:XXXXXXXX	1.00

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AR65HU7N | AD-03-14-0284.B



Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on October 1, 2014	\$963.11	# of deposits/credits: 9
Deposits and other credits	56,003.99	# of withdrawals/debits: 24
Withdrawals and other debits	-29,633.09	# of days in cycle: 31
Checks	-21,630.00	Average ledger balance: \$4,858.31
Service fees	-128.00	
Ending balance on October 31, 2014	\$5,576.01	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.19.

Deposits and other credits

Date	Description	Amount
10/03/14	Wire Type:Wire In Date: 141003 Time:1511 Et Trn:2014100300266990 Seq:2014100300017937/001983 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 24405	20,000.00
10/07/14	Protective Life Des:Commission Id:[REDACTED]1004	0.34
10/08/14	Metlife Des:Ach Item Id:XXXXXXXX	1.78
10/15/14	Metlife Des:Ach Item Id:XXXXXXXX	1.00
10/16/14	Wire Type:Wire in Date: 141016 Time:1711 Et Trn:2014101600345219 Seq:2014101600018396/002936 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 25220	25,000.00

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Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on November 1, 2014	\$5,576.01	# of deposits/credits: 7
Deposits and other credits	15,010.73	# of withdrawals/debits: 17
Withdrawals and other debits	-6,340.21	# of days in cycle: 30
Checks	-12,362.19	Average ledger balance: \$3,113.70
Service fees	-48.00	
Ending balance on November 30, 2014	\$1,836.34	

Annual Percentage Yield Earned this statement period: 0.01%

Interest Paid Year To Date: \$0.22.

Deposits and other credits

Date	Description	Amount
11/07/14	Wire Type:Wire In Date: 141107 Time:1728 Et Trn:2014110700328924 Seq:2014110700019472/003052 Orig:Law Offices Of Arthur Mar Id:[REDACTED] 9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED] 0496 Pmt Det:10 26600	5,000.00
11/12/14	Protective Life Des:Commission Id:[REDACTED] 108	0.34
11/13/14	Metlife Des:Ach Item Id:XXXXXXXX	8.53
11/19/14	Metlife Insuranc Des:Ach Item Id:XXXXXXXX	1.00
11/21/14	Wire Type:Wire In Date: 141121 Time:1656 Et Trn:2014112100331994 Seq:2014112100019201/003123 Orig:Law Offices Of Arthur Mar Id:[REDACTED] 9785 Snd Bk:Mufg Union Bank, Na Id:[REDACTED] 0496 Pmt Det:10 27500	10,000.00

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Deposits and other credits - continued

Date	Description	Amount
12/23/14	Wire Type:Wire In Date: 141223 Time:1318 Et Trn:2014122300290054 Seq:2014122300014265/001464 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 29800	20,000.00
12/26/14	Protective Life Des:Commission Id:[REDACTED]1224	0.83
12/30/14	Wire Type:Wire In Date: 141230 Time:1742 Et Trn:2014123000377810 Seq:2014123000022035/004523 Orig:Law Offices Of Arthur Mar Id:[REDACTED]9786 Snd Bk:Mufg Union Bank, Na Id:[REDACTED]0496 Pmt Det:10 30350	15,000.00
12/31/14	Standard Ins Des:Commission Id:[REDACTED]8594	25.20
12/31/14	Interest Earned	0.03
Total deposits and other credits		\$47,329.18

Withdrawals and other debits

Date	Description	Amount
12/24/14	AMERICAN EXPRESS DES:ACH Pmt ID:W0460	-3,378.34
12/26/14	DISCOVER DES:E-PAYMENT ID:0163	-1,024.51
12/26/14	BK OF AMER VI/MC DES:ONLINE PMT ID:[REDACTED]XPOS	-1,000.00
Total withdrawals and other debits		-\$5,402.85

Checks

Date	Check #	Amount	Date	Check #	Amount
12/01/14	4533	-1,600.00	12/23/14	4539	-2,000.00
12/04/14	4534	-2,000.00	12/24/14	4540	-2,000.00
12/09/14	4535	-2,850.00	12/24/14	4541	-5,000.00
12/08/14	4536	-4,000.00	12/30/14	4547*	-5,000.00
12/30/14	4537	-685.00	12/30/14	4548	-10,000.00
12/15/14	4538	-3,000.00			
Total checks				-\$38,135.00	
Total # of checks				11	

* There is a gap in sequential check numbers



Your checking account

Account number: [REDACTED] 7716

Your Business Interest Checking

COLLINGWOOD AND ASSOCIATES

Account summary

Beginning balance on July 1, 2015	\$4,701.88	# of deposits/credits: 9
Deposits and other credits	15,552.22	# of withdrawals/debits: 14
Withdrawals and other debits	-5,215.50	# of days in cycle: 31
Checks	-13,968.00	Average ledger balance: \$1,277.02
Service fees	-48.00	
Ending balance on July 31, 2015	\$1,022.60	

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.14.

Deposits and other credits

Date	Description	Amount
07/07/15	PROTECTIVE LIFE DES:COMMISSION ID:[REDACTED] 0704 INDN:COLLINGWOOD:REED P CO ID:[REDACTED] 454 PPD	0.34
07/08/15	WIRE TYPE:WIRE IN DATE: 150708 TIME:1357 ET TRN:2015070800251866 SEQ:2015070800017731/001500 ORIG:LAW OFFICES OF ARTHUR MAR ID:[REDACTED] 9786 SND BK:MFG UNION BANK, NA ID:[REDACTED] 0496 PMT DET:10 47240	5,000.00
07/08/15	Agent Assisted transfer From SAV 7716 Confirmation# 1137121403	512.52
07/15/15	METLIFE INSURANC DES:ACH ITEM ID:XXXXXXXXX INDN:REED P COLLINGWOOD CO ID:[REDACTED] 5090 CCD	1.00
07/22/15	WIRE TYPE:WIRE IN DATE: 150722 TIME:1157 ET TRN:2015072200211985 SEQ:2015072200015251/000754 ORIG:LAW OFFICES OF ARTHUR MAR ID:[REDACTED] 9786 SND BK:MFG UNION BANK, NA ID:[REDACTED] 0496 PMT DET:10 48350	10,000.00

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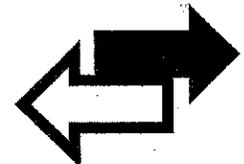
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EXHIBIT "B"

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re: Case No. 12-30081-EPK

CLSF III IV, Inc., Chapter 7

Debtor.

***SUBPOENA FOR RULE 2004
EXAMINATION DUCES TECUM
(Production of Documents Only)***

To: **MUFG Union Bank, N.A.**
Attn.: Stephen E. Cumming, President and Chief Executive Officer
400 California Street
San Francisco, CA 94104

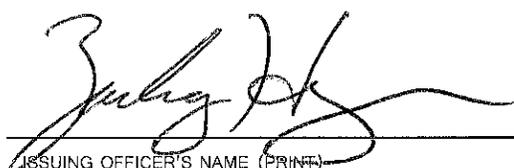
[] YOU ARE COMMANDED to appear and testify at an examination under Bankruptcy Rule 2004, and Local Rule 2004-1, at the place, date, and time specified below.

PLACE OF TESTIMONY	DATE AND TIME
--------------------	---------------

[~~XXX~~] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Attached Exhibit "1"

PLACE : Berger Singerman LLP Attn.: Zachary P. Hyman, Esq. 350 E. Las Olas Boulevard, Suite 1000 Fort Lauderdale, FL 33301	DATE AND TIME December 17, 2015 no later than 5:00 p.m.
---	---

ISSUING OFFICER SIGNATURE 	TITLE: Counsel for the Chapter 7 Trustee, Deborah C. Menotte
--	---

ISSUING OFFICER'S NAME (PRINT) Zachary P. Hyman, Esq.	PHONE : (561) 241-9500
---	-------------------------------

ADDRESS : Berger Singerman LLP, 350 E. Las Olas Boulevard, Suite 1000, Fort Lauderdale, FL 33301	DATE: December 2, 2015
---	-------------------------------

PROOF OF SERVICE

DATE

PLACE

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure; See also Local Rule 2004-1.

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises - or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(ii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT "1"

DEFINITIONS AND INSTRUCTIONS

A. "You" and "Your" shall mean MUFG Union Bank, N.A. and any other agents, employees, attorneys or other persons authorized to act on your behalf, or working under your direction or supervision.

B. As used herein, the conjunctions "and" and "or" shall be interpreted in each instance as meaning "and/or" so as to encompass the broader of the two possible constructions, and shall not be interpreted disjunctively so as to exclude any information or documents otherwise within the scope of any Request.

C. The term "documents" also includes, without limitation, attachments, enclosures or other documents that are, or ever were, attached to, or relate or refer to, responsive documents. All such attachments, enclosures or other documents that are, or ever were, attached to, or relate or refer to, such responsive document(s) shall be produced stapled, clipped or otherwise appended to the document to which they were attached or with which they were enclosed.

D. The term "all documents" means every and any document as above defined known to exist and every such document which can be located or discovered by reasonably diligent efforts and which is in your possession, custody or control or in the possession or custody of the your agents, representatives or attorneys.

E. The term "communications" includes, without limitation, all communications by document and oral, telephonic, electronic and other recorded means.

F. The term "relating to" means: consisting of, referring to, describing, discussing, constituting, evidencing, containing, reflecting, mentioning, concerning, respecting, relevant to, pertaining to, citing, summarizing, digesting, documenting, recording, noting, embodying, identifying, establishing, tending to establish, tending not to establish, conflicting with, contradicting, supporting, compromising, connected with, commonly known as, responding to, agreeing or disagreeing with, showing, representing, constituting, including, commenting on, analyzing, or bearing any logical or factual connection with the referenced matter.

G. Any reference herein to any public or private company, partnership, association, or other entity includes such entity's subsidiaries and affiliates, as well as the present and former directors, officers, employees, attorneys, agents and anyone acting on behalf of, at the direction of, or under the control of the entity, its subsidiaries or its affiliates.

H. Any pronouns used herein shall include and be read and applied as to encompass the alternative forms of the pronoun, whether masculine, feminine, neuter, singular or plural, and shall not be interpreted so as to exclude any information or documents otherwise within the scope of the Request.

I. If you contend that you are entitled to withhold any responsive document(s) on the basis of privilege or other grounds, for each and every such document specify:

- (i) The type or nature of the document;

- (ii) The general subject matter of the document;
- (iii) The date of the document;
- (iv) The author, addressee, and any other recipient(s) of the document; and
- (v) The basis on which you contend you are entitled to withhold the document.

J. You must produce all documents within your care, custody or control that are responsive to any of this Request. A document is deemed within your care, custody or control if you have the right or ability to secure the document or a copy thereof from any other person having physical possession thereof.

K. All Documents produced pursuant hereto are to be produced as they are kept in the usual course of business and shall be organized and labeled (without permanently marking the item produced) so as to correspond with the categories of each numbered request hereof.

L. Production of Electronically Stored Information (“ESI”) or any electronically stored data shall be in native format unless otherwise agreed. In producing Documents consisting of electronically stored data in machine-readable form in response to any Request, provide such data in a form that does not require specialized or proprietary hardware or software.

M. It is requested that all ESI be produced as native files and single-page TIFF images with corresponding load files. Each image and native file shall be produced along with its corresponding metadata and extracted text.

N. Each hard copy Document is to be produced, with all non-identical copies and drafts thereof, in its entirety, without alteration, abbreviation or reduction and shall be produced either in the manner they are kept in the usual course of business or organized to correspond with the Request to which they are responsive. If any Document is produced in redacted form, state with particularity the reason(s) it was not produced in full and describe generally those portions of the Document that are not being produced

O. All Documents that respond, in whole or in part, to any part or clause of any paragraph of these Requests shall be produced in their entirety, including all attachments and enclosures. Only one copy need be produced of Documents that are responsive to more than one paragraph or are identical except for the person to whom it is addressed if You indicate the Persons or group of Persons to whom such Documents were distributed. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in such form. Please place the Documents called for by each paragraph in a separate file folder or other enclosure marked with Respondents’ name and the paragraph to which such Documents respond, and if any Document is responsive to more than one Request, indicate each Request to which it responds.

P. If you at any time had possession, custody or control of a Document called for under these Requests and if such Document has been lost, destroyed, purged, or is not presently in your possession, custody or control, you shall describe the Document, the date of its loss, destruction, purge, or separation from possession, custody or control and the circumstances surrounding its loss, destruction, purge, or separation from possession, custody or control.

DOCUMENT REQUEST

1. All bank account records, including, but not limited to, account statements, checks, cancelled checks, deposit slips, outgoing wire receipts, incoming wire receipts, and credit and debit receipts, relating to any account(s) in the name of (i) Law Offices of Arthur Mark Feuerborn; (ii) Law Offices of Arthur Mark Feuerborn & Associates; (iii) Reed Collingwood; (iv) Sunstar Financial, LLC; (v) Collingwood and Associates; and/or (vi) Arthur Mark Feuerborn for the period of January 1, 2013 through the present.

SCHEDULE "B"**Production of Electronically Stored Information (ESI)
FORM OF PRODUCTION**

The Trustee, Deborah C. Menotte, requests that all ESI (electronically stored information) be produced as follows:

ESI will be produced (printed and loaded) in 300DPI resolution or greater, Group IV Monochrome Tagged Image File Format (.TIF) files in single-page format, with **ALL** native files provided and word searchable OCR/extracted text (Optical Character Recognized – i.e. searchable text) in UTF-8 format. Color photographs should be produced as color JPEG images. Email natives will be delivered in MSG or EML format. Load files will be provided in Opticon (.OPT) format and an IPRO LFP (.lfp) format. Metadata will be provided in a DAT file with standard Concordance delimiters. The text files containing the OCR/Extracted Text shall be produced in multi-page format with the name corresponding to its associated document. **All small and oversized images should be resized to fit on 8.5x11 canvas.**

The files should be delivered with the following folder structure:

IMAGES – contains the TIF and JPG files, up to 10,000 items.
DATA – contains the OPT and LFP files and the metadata text file (DAT)
NATIVES – contains all the original native files named as the BEGDOC
TEXT – contains the document-level OCR/Extracted text files named as the BEGDOC

<u>Eclipse Metadata Field</u>	<u>Field Description</u>
BegDoc	BegDoc
EndDoc	EndDoc
BegAttach	BegAttach
EndAttach	EndAttach
Application	Application/Application Name
AttachmentIDs	Bates numbers of attachment(s)
Attachments	Names of attachment files
AttachRange	Attachment Range
Authors	Document author
BCC	BCC (Name + email)
CC	CC (Name + email)

Companies	Company name
Custodian	Custodian (Last, First)
DateCreated	Date created (MM/DD/YYYY)
DateReceived	Date email received (MM/DD/YYYY)
DateSaved	Date last saved (MM/DD/YYYY)
DateSent	Date email sent (MM/DD/YYYY)
Doctitle	Title
FileType	Document Type Description
FileExtension	File extension
Doclink	Link to native files produced
ExtractedText	Link to text files produced
Filename	Original filename
FileSize	File size in bytes
Folder	Relative Path (Inbox, Sent, etc.)
From	Sender (Name + email)
Hash_Code	MD5 hash
Header	Email header
InternetMSGID	IntMsgID
MessageID	MsgID
NumAttachments	Attachment count
NumPages	Page count
ParentID	Parent bates number
Password_Protect	Y/N field
Read	Y/N
SHA1	SHA1 hash
Sources	CD, DVD, hard drive; brief desc. of data
StoreID	Name of PST/NSF file (if relevant)
Subject	Email/Document subject
TimeReceived	Time email received (12-hour HH:MM)
TimeSent	Time email sent (12-hour HH:MM)
To	To (Name + email)

For .xls (Excel), .ppt (PowerPoint), and .doc (Word) files the following additional metadata fields should be included:

Excel_Comments	Comments
Excel_HiddenColumns	Hidden Columns
Excel_HiddenRows	Hidden Rows
Excel_HiddenWorksheets	Hidden Worksheets
Num_Lines	Number of lines
Num_Paragraphs	Number of paragraphs
Num_slides	Number of slides
Num_Notes	Number of notes
Num_HiddenSlides	Number of hidden slides

Num_Multimedia	Number of multimedia clips
Security	Security

RETURN OF SERVICE

**UNITED STATES BANKRUPTCY COURT
SOUTHERN District of Florida**

Case Number: 12-30081-EPK

IN RE:
CLSF III IV, INC., ET AL.

For: Zachary P. Hyman
BERGER SINGERMAN, LLP

Received by OJF SERVICES, INC. on the 3rd day of December, 2015 at 9:35 am to be served on MUFG UNION BANK, N.A. ATTN: STEPHE E. CUMMING, PRESIDENT AND CHIEF EXECUTIVE OFFICER, 400 CALIFORNIA STREET, SAN FRANCISCO, CA 94104. I, FIONA MCGOWAN, do hereby affirm that on the 3rd day of DECEMBER, 2015 at 3:33 p.m., executed service by delivering a true copy of the **SUBPOENA FOR RULE 2004 EXAMINATION DUCES TECUM (PRODUCTION OF DOCUMENTS ONLY)** in accordance with state statutes in the manner marked below:

() PUBLIC AGENCY: By serving _____ as _____ of the within-named agency.

() SUBSTITUTE SERVICE: By serving _____ as _____

CORPORATE SERVICE: By serving CONCHITA MILLER as BRANCH MANAGER

() OTHER SERVICE: As described in the Comments below by serving _____ as _____

() NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: _____

I CERTIFY THAT I AM OVER THE AGE OF 18 AND HAVE NO INTEREST IN THE ABOVE ACTION. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE".

Fiona McGowan

PROCESS SERVER # 1346
Appointed in accordance with State Statutes

OJF SERVICES, INC.
13727 S.W. 152nd Street
P.M.B. 354
Miami, FL 33177
(786) 293-5750
Our Job Serial Number: 2015017564

