

**CA FORENSICS, LLC**  
**Plaintiff,**

**v.**

**MACDONALD DEVIN ZIEGLER**  
**MADDEN KENEFICK & HARRIS, P.C.**  
**Defendants.**

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**IN THE DISTRICT COURT**

**160th JUDICIAL DISTRICT**

**OF DALLAS COUNTY, TEXAS**

**PLAINTIFF'S SECOND AMENDED PETITION**

**TO THE HONORABLE COURT:**

COMES NOW CA Forensics, LLC, ("Plaintiff" or "CA") complaining of Macdonald Devin Ziegler Madden Kenefick & Harris, P.C. ("Defendant" or "Macdonald Devin"), and for cause of action would respectfully show the Court the following:

**A. NATURE OF THIS ACTION**

1. CA was engaged by Defendant Macdonald Devin as a consulting expert in a lawsuit filed years-earlier on behalf of its client, former Dallas Mavericks General Manager Frank Zaccanelli, against Centurion American CEO Mehrdad Moayed. Defendant Macdonald Devin promptly designated CA in the lawsuit as a testifying expert despite knowing that CA's work was just beginning and no findings or conclusions had been determined or reported by CA.

2. Early during its examination, CA advised Macdonald Devin that core allegations central to its litigation against Moayed appeared wrong. CA would later confirm that core allegations were wrong, and further advised Defendant of additional allegations that were false and misleading. Macdonald Devin did not like CA's opinions and conclusions that disproved their claims.

3. CA performed over five-hundred (500) hours of services during the examination requested by Macdonald Devin that included reviewing numerous court filings, depositions, expert reports and financial transactions. Consistently throughout CA's examination, Macdonald Devin withheld

payment while insisting CA find evidence to support unsubstantiated claims of fraud against Moayed. Defendant Macdonald Devin ignored multiple requests by CA to meet and confer with Defendant's clients, Frank Zaccanelli and Kyle Bass, threatened to sue CA if it did not produce a report supporting the Plaintiffs' allegations, and continues to withhold substantial fees from CA in apparent retaliation for CA's refusal to fabricate false information to support baseless claims.

4. In CA's twenty-five years' experience as a certified fraud examiner, CA has never been threatened or coerced by a lawyer to manufacture evidence or opinions in the manner or to the extent that Macdonald Devin has done in this case. Nor has he ever examined a case where the lawyers' positions are more starkly refuted by the facts than Macdonald Devin's positions are in the lawsuit against American Centurion CEO Moayed.

5. Most troubling to CA is that Frank Zaccanelli had employed the use of Gregory Ziegler, attorney, shareholder, and officer of Macdonald Devin, to strong-arm CA to change its opinions, express false opinions, to create false information, and to supply false information to the court, simply because they want to destroy the Moayed Defendants. See attached **Exhibit A**.

#### **B. PARTIES AND SERVICE**

6. Plaintiff is a Texas limited liability company represented by the undersigned counsel.

7. Defendant, Macdonald Devin Ziegler Madden Kenefick & Harris, P.C., has made an appearance in this lawsuit and may be served through its counsel of record in accordance with Rule 21a of the Texas Rules of Civil Procedure.

#### **C. DISCOVERY LEVEL**

8. Plaintiff affirmatively pleads that it seeks only monetary relief aggregating \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs, so that this case is governed by the procedures of Civil Procedure Rule 169 and discovery should therefore be conducted in accordance with Civil Procedure Rule 190.2.



#### **D. JURISDICTION AND VENUE**

9. This court has personal jurisdiction herein because Defendant is a professional corporation organized and existing under the laws of the State of Texas.

10. Venue in Dallas County is proper in this cause because the Agreement contains a venue provision that states that “venue for any legal action under this Contract shall lie exclusively in Dallas County, Texas,” and pursuant to Section 15.002 of the Texas Civil Practices and Remedies Code, in that all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County.

#### **E. FACTUAL BACKGROUND**

11. CA Forensics, LLC is a forensic accounting and fraud examination firm owned and operated by Columbus A. Alexander, III, a CPA and certified fraud examiner. CA Forensics, LLC and Mr. Alexander who is also known as “Sandy” are both licensed by the Texas State Board of Public Accountancy and are members in good standing. Mr. Alexander is also a proud member of the Association of Certified Fraud Examiners.

##### Frank J. Zaccanelli, Jr.

12. On June 5, 2020, Mr. Alexander received a LinkedIn contact from Greg Ziegler, an attorney, shareholder, and Vice President of Macdonald Devin, stating that he was working on a civil fraud case against Mehrdad Moayedi/Centurion American involving the Westlake Entrada/Flower Mound Riverwalk projects and was interested in talking with Alexander about adding him to his forensic team.

13. On June 8, 2020, during a 31-minute teleconference, Ziegler explained the nature and scope of the project, stating that his client, Frank Zaccanelli (“Zaccanelli”) had instructed him to contact Alexander for the purpose of adding him to his forensic team because Zaccanelli had told him that Alexander had “good instincts.” Alexander had no prior relationship with Zaccanelli, who

is a former officer with Hillwood Development Company and Hillwood Investment Company, and is a former minority owner, president and general manager of the Dallas Mavericks.

#### Engagement Agreement

14. On June 9, 2020, Ziegler on behalf of Macdonald Devin signed an engagement agreement (the “Agreement”) with CA. A true and correct copy of the Agreement is attached (**Exhibit B**). Among other things, the Agreement stated that CA is and shall perform its obligations under the Agreement as an independent contractor, further stated that CA is solely responsible for setting working hours, scheduling and prioritizing the work, and determining how the work is prepared. In addition, the Agreement required Macdonald Devin to promptly pay CA’s invoices upon receipt, stating that no reporting would be provided until full payment is made, allowed that either party to the Agreement may terminate at any time upon written notice to the other party, and that payment for CA’s services rendered before termination would still be paid.

#### Examination Begins

15. On June 12, 2020, CA commenced work as requested by Defendant Macdonald Devin.

16. On July 2, 2020, CA submitted (via email) to Ziegler its 1st invoice in the amount of \$23,710.63 with the notation that “all fees and expenses must be paid before any written reporting or testimonial appearances.” (**Exhibit C**)

17. On July 16, 2020, CA submitted (via email) to Ziegler its 2nd invoice in the amount of \$26,944.50 with the notation that “all fees and expenses must be paid before any written reporting or testimonial appearances”. Ziegler responded (via email) stating, “Sandy, thank you. We will get this paid.” (**Exhibit D**) Later that day, CA stopped its examination pending the court’s ruling on a procedural matter, and further instruction from Ziegler to continue.

Dallas Hedge Fund Manager J. Kyle Bass

18. On July 27, 2020, the Dallas Morning News reported that Dallas hedge fund manager J. Kyle Bass (“Bass”) had purchased a 50% equity stake in four real estate development and management companies owned by Zaccanelli that have minority ownership positions in the Statler Hotel and the Westlake Entrada/Flower Mound projects. Bass has previously tangled with Centurion American’s CEO, real estate developer Mehrdad Moayedí (“Moayedí”). Starting in 2015, Centurion American and Moayedí came under scrutiny during Bass’ campaign against United Development Funding, a real estate finance firm that funded many of Centurion American’s projects. “Frank and I are dedicated to dismantling the fraud that has plagued these projects in the past in order to have them prosper in the future,” Bass reportedly said in a statement.

19. On July 28, 2020, invoices previously issued to Macdonald Devin remained unpaid (all of them). Alexander sends Ziegler notice (via email) that CA’s billings were unpaid and past-due. Ziegler responded stating “Sandy we will get the clients to pay these asap. Sorry for the delay.”

Meeting with Zaccanelli and Bass

20. On July 29, 2020, Ziegler sent an email invitation for Alexander to meet and confer with his clients, Zaccanelli and Bass, stating that his clients will make payment to CA “in full” at the meeting, and will have payment ready to “hand deliver” at that time. **(Exhibit E)**

21. On July 31, 2020, Alexander attended the meeting with Ziegler, Zaccanelli and Bass. Upon Alexander’s arrival at the meeting, Zaccanelli began by introducing Alexander to all in attendance stating that his “work was well known and respected” and that his investigation (years earlier) of the Dallas Police & Fire Pension System “was legend,” stating later at meeting’s end that he was “looking forward” to CA’s report. In many ways, the meeting appeared to be Zaccanelli getting to know Bass as much as it was Bass getting to know Ziegler’s investigation of Dallas real estate developer Moayedí. During the meeting and of concern, Ziegler made a fact statement to newly

acquired client Bass that Ziegler knew or should have known was false. Alexander would later learn (and confirm) that this was just one of many misrepresentations Ziegler seemingly in concert with Zaccanelli would make to Bass during this one-hour exchange. In addition, although Alexander attended the meeting (as requested) with Ziegler and his clients, Zaccanelli and Bass, no payment was delivered.

22. On August 4, 2020, CA submitted (via email) to Ziegler a 3rd invoice in the amount of \$2,119.31, with the notation that “all fees and expenses must be paid before any written reporting or testimonial appearances” stating, “As a reminder, payment for the first two (2) billings has not yet been received, and are now seriously past due. Again, bank wire instructions are included below, and are preferred by my firm to expedite receipt of payment understood planned for hand-delivery during our onsite meeting on July 31, 2020, but still unpaid - disappointing.” (**Exhibit F**)

#### Request for Report

23. On August 13, 2020, Ziegler finally responded to CA’s August 4, 2020 email stating, “Sandy-Payment will be delivered this week. Have you started report preparation? If not, my clients [Zaccanelli and Bass] would like you to begin. If you wish to wait until payment is received, we understand.” (**Exhibit G**) Important to note that CA’s examination was incomplete when stopped on July 16, 2020, and required further fieldwork in order to opine. In addition, the Agreement required and each and every invoice submitted to Ziegler clearly noted that “all fees and expenses must be paid before any written reporting or testimonial appearances.” Months later, Ziegler would request CA’s examination resume and would continue to send CA documents for review, but Ziegler would never again instruct or request that CA provide a report of any kind or allow Alexander to meet and confer with Defendant Macdonald Devin’s clients, Zaccanelli and Bass.

Demand for Payment #1

24. On August 15, 2020, CA sent Macdonald Devin its first demand letter, demanding payment of \$52,774.44 for the three unpaid invoices stating, “As you know, starting on June 12, 2020 and continuing through the July 31, 2020 meeting with your clients [Zaccanelli and Bass], we provided your firm with over one-hundred and forty hours of professional services. Also, as you know, we have not been paid a single-penny for any of the work despite repeated assurances from you and our signed-written Agreement to the contrary.” **(Exhibit H)**

25. On August 17, 2020, during a four-minute teleconference, Ziegler used a mix of expletives and threats to use his position as an attorney and his law firm to harm CA. Unexpected and abusive, Alexander ended the call rather than continue to listen.

26. On Augusts 18, 2020, during a one-minute early-morning voice message to Alexander, Ziegler stated, “Good morning, Sandy Greg Ziegler here. Hey, I wanted to call you and apologize to you for my, uh, for what I said to you yesterday. Number one, it was inexcusable and unprofessional, and I apologize. And number two, also for not reaching out to you and letting you know that that payment was going to be delayed because of, uh, the reason it was delayed. We just administratively did not, uh, get it to you like I had hoped, and I did not monitor it or manage it and that is my fault, and you are completely right, so I feel terrible about how I handled our conversation, uh, it’s an issue I have and I’m at 52, I’m still working on it. I would really like to talk to you, uh, so that, uh, I can at least convey that to you personally instead of by voice mail, uh, thank you very much, sir. Bye.”

27. Later that same day, Alexander and Ziegler had a good, one-hour conversation during which Ziegler asked for forgiveness for the threats made against Alexander and promised better behavior if Alexander would remain on the engagement. Alexander agreed. On August 19, 2020, partial payment was received, and full payment received on August 27, 2020.

### Examination Resumes

28. On November 6, 2020, during a 22-minute teleconference, Ziegler stated that additional ledgers had been received, and requested CA's examination resume. In response, Alexander stated that the work started on June 12, 2020 (the "Initial Assignment") *remained incomplete*, requesting that CA be allowed to complete its Initial Assignment before starting new work. Ziegler agreed, so after several months of no activity on the engagement following the July 31, 2020, meeting with Ziegler, Zaccanelli and Bass, CA restarted its examination. **(Exhibit I)**

29. On November 11, 2020, Friedman & Feiger attorney Jim Krause contacted Alexander stating that his firm was working on a case involving United Development Funding and his firm's client, Dallas hedge fund manager Kyle Bass, and was interested in talking with Alexander about adding CA to his firm's litigation team, further stating that his client, Kyle Bass, had requested Alexander by name.

### Litigation Errors

30. On November 12, 2020, during a one-hour and thirty-nine-minute teleconference, Ziegler told Alexander that he had recommended Alexander to Bass' attorney Larry Friedman and was pleased with CA's work.

31. During the same teleconference, Alexander advised Ziegler that what appeared to be a *significant error* noted by CA early during examination, was now confirmed: *core allegations* central to litigation *were wrong*. Ziegler at first rejected the finding, but further explanation by Alexander and the evidence proved conclusive. In addition, with the discovery window closed (or soon closing) and jury trial soon expected, Alexander questioned whether additional work should be done until Ziegler could meet and confer with clients Zaccanelli and Bass regarding this matter, or if CA should proceed with its examination. Ziegler paused before responding, and then instructed Alexander to continue with CA's examination.

32. On December 2, 2020, CA submitted (via email) to Ziegler its 4th invoice in the amount of \$28,045.00. (**Exhibit J**)

More Litigation Errors

33. On December 10, 2020, during a 14-minute teleconference, Alexander advised Ziegler of more errors with litigation as well as client testimony, and requested a meeting be held at the earliest possible time to include one or both of Ziegler's clients, Bass and Zaccanelli. The call ended abruptly (Ziegler hung up) with no request for reporting, and still no plans for meeting. Later that day, CA submitted (via email) to Ziegler its 5th invoice in the amount of \$22,436.89. Ziegler responded via email forwarded to Dee Dee Bailey, an employee of Defendant, directing Bailey to place CA's invoice "in line for payment." (**Exhibit K**) Also, important to note that although Ziegler would later that day issue an email directing Macdonald Devin staff to "send Sandy Alexander (copied here) the documents he requests below," Ziegler would never again call or make any attempt to discuss any of the more than one-dozen additional errors noted during CA's examination.

34. On December 11, 2020, CA advised Ziegler (via email) that documents expected a day earlier not been received. Ziegler responded by forwarding an email to CA in which a Macdonald Devin staff member apologized to Ziegler for "the lack of communication" stating that he would work to "get them out by Monday." (**Exhibit L**)

35. On December 30, 2020, CA submitted (via email) to Ziegler its 6th invoice in the amount of \$20,128.50. (**Exhibit M**)

36. On January 4, 2020, Alexander reminded Ziegler that payment for the 5th and 6th invoice had not yet been received. "Important to note both are past-due pursuant to signed written Agreement (copy attached). Your immediate attention to ensuring payment at-this-time would be appreciated. In the alternative, please advise of a date-certain for payment should you require more time. Bank wire instructions are included below for your firm's convenience in remitting."

37. On January 5, 2020, CA submitted (via email) to Ziegler its 7th invoice in the amount of \$25,919.11. **(Exhibit N)**

38. On January 7, 2020, Alexander again emailed Ziegler. “I understand you have been ‘instructed by the client’ to delay speaking with me until next week. However, I do not understand your firm’s continued delay in remitting payment for the attached past-due billings. Your immediate attention to ensuring payment at-this-time would be appreciated. In the alternative, please advise of a date-certain for payment should you require more time.” **(Exhibit O)**

39. On January 26, 2021, CA submitted (via email) to Ziegler its 8th invoice in the amount of \$40,239.25. This invoice concluded all requested fieldwork on the engagement. **(Exhibit P)**

#### Broken Promises

40. On February 1, 2021, Alexander replied to the December 11, 2020 email from Ziegler to Dee Dee Bailey instructing her to place CA’s invoice “in line for payment” stating “Ms. Bailey, On December 11, 2020 Mr. Ziegler issued written instructions to your attention for payment of our engagement billing. Please note it has now been fifty-two days since Mr. Ziegler’s instruction to your attention, and still no check. In fact, none of the many hours worked since November 6, 2020 (at your firm’s request) have been paid....” Later that day, Jennifer Nix, Firm Administrator for Defendant replied, “DeeDee Bailey is no longer with Macdonald Devin. Please see a list of invoices that are being paid Friday. This covers all of your December invoices. The others are in line for payment and should be paid within the next 30 days (they are dated 1/5 and 1/26).” Macdonald Devin’s promised payments on-this-date totaled \$70,610.39.

41. On February 8, 2020, CA received payment of \$22,436.89, well short of the \$70,610.39 promised just days earlier by Defendant. Alexander then called Ms. Nix and inquired about the disparity between the promised payment and actual payment. During a 13-minute teleconference with Macdonald Devin Administrator Nix, she described how soon after her February 1, 2021 email



to CA she was contacted by Ziegler who without explanation instructed her to reduce CA's payment to a single invoice and not the full amount promised (via email) earlier that day. Ms. Nix also stated that Ziegler told her he would call Alexander to discuss Defendant's change in payment plan (*he never called*). Approximately one hour later, Ziegler telephoned Alexander for a brief 12-second call (Ziegler hung up, again).

#### Demand for Payment #2

42. On February 20, 2020, CA sent Macdonald Devin its second demand letter, demanding payment of the remaining unpaid invoices, totaling \$114,331.86. **(Exhibit Q)**

43. On March 1, 2021, Ziegler's client J. Kyle Bass telephoned Alexander to discuss his recent review of CA's second demand letter, stating that he had that morning emailed Zaccanelli with a copy of CA's second demand letter with written instruction for Zaccanelli to "get this paid." Bass' demeanor during this 20-minute discussion was positive and without reservation for payment. Bass also expressed no concern regarding CA's billing or work.

44. Important to note, initially on December 9, 2020 (11:49 AM), and then on January 4, 2021 (1:37 PM), then again on January 4, 2021 (3:48 PM), then again on January 7, 2021 (3:16 PM), and then again on January 26, 2021 (1:58 PM), CA requested in writing to Ziegler an opportunity to meet and confer with Ziegler and his clients [Bass and Zaccanelli] regarding issues and concerns noted during CA's examination (requested by Ziegler), each time without success. **(Exhibit R)**

45. In Alexander's profession, it is not uncommon for a client to allege facts and circumstances they believe true, and then behave poorly when the evidence tells a different story. However, it is most unusual and clearly an act discreditable to his profession for the attorney Ziegler to persistently block reporting to his clients, and is believed to be in large part Ziegler's motivation for failing to pay CA for an examination he requested, but refused to have reported to Defendant Macdonald Devin's clients, Bass and Zaccanelli.

## F. CAUSES OF ACTION

### Breach of Contract

Plaintiff has fully performed its obligations under the Agreement, which states, “All fees and expenses must be paid before any written reporting or testimonial appearances.” Defendant breached the Agreement as described above by refusing to pay Plaintiff for work performed pursuant to the Agreement. As a result of Defendant’s breach of contract, CA has sustained financial harm in the amount of \$114,331.86.

### Suit on Sworn Account

As described above, and as more particularly shown in the attached **Exhibit S**, a verified account representing a liquidated money demand that is incorporated by reference, Plaintiff provided services to Defendant in accordance with the terms of a written contract. The services were made at the special instance and request of the Defendant and were performed in the regular course of business. In consideration of the services rendered, on which a systematic record has been kept, the Defendant promised and became bound and liable to pay the Plaintiff a total amount of \$ \$114,331.86, being a reasonable charge for such services, as further shown on the attached **Exhibit S**. Despite numerous demands by the Plaintiff on the Defendant for payment, the Defendant has refused and failed to pay the account, to the Plaintiff’s damage in the sum of \$114,331.86, plus interest.

The Plaintiff further shows that under Finance Code Section 302.002, interest on open accounts accrues at the rate of 6 percent per annum, commencing on the 30th day after the day on which the sum is due and payable. The Plaintiff is, therefore, entitled to prejudgment interest from the 30th day after each unpaid item of the account became due and payable until the date of judgment.

### **G. ATTORNEY'S FEES**

Plaintiff is entitled to recover reasonable attorney's fees because this is a claim on an oral or written contract within the meaning of Texas Civil Practice and Remedies Code Section 38.001. Plaintiff perfected its right to fees under this statute in that Plaintiff presented a claim for payment on the Agreement to the Defendant. The claim was made by a letter mailed to the Defendant on February 20, 2020. More than 30 days have elapsed since the Defendant received the letter, and payment for the just amount owed has not been tendered by the Defendant. As a result, CA has been required to retain the services of counsel to prosecute this action.

### **H. PRAYER**

WHEREFORE, Plaintiff requests that Defendants be cited to appear and answer, and that on final trial Plaintiff have:

1. Judgment against Defendants, for a sum within the jurisdictional limits of the Court, with prejudgment interest as provided by law.
2. Interest after judgment at the legal rate until paid.
3. Reasonable and necessary attorney's fees.
4. Costs of suit.
5. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

**MONEY LAW FIRM**

By: 

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**ATTORNEY FOR PLAINTIFF,  
CA FORENSICS, LLC**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing instrument was served upon the counsel of record in the above-styled matter in accordance with the applicable Rules of Civil Procedure on **April 28, 2021**.

**VIA ELECTRONIC FILING AND EMAIL**

David Macdonald

MACDONALD DEVIN ZIEGLER MADDEN KENEFICK & HARRIS, P.C.

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**ATTORNEY FOR DEFENDANT,**

**MACDONALD DEVIN ZIEGLER MADDEN KENEFICK & HARRIS, P.C.**

## CAUSE NO. DC-21-03809

CA FORENSICS,LLC,

*Plaintiff,*

v.

MACDONALD DEVIN ZIEGLER  
MADDEN KENEFICK & HARRIS, P.C.,*Defendant.*§  
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IN THE DISTRICT COURT

160th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

AFFIDAVIT OF COLUMBUS A. ALEXANDER, III, CPA

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Columbus A. Alexander, III, CPA, known to me to be the undersigned person, who upon being duly sworn, deposes and states the following:

1. "My name is Columbus A. Alexander, III ("Sandy Alexander"). I am over eighteen (18) years of age. I have never been convicted of a felony or a crime of moral turpitude. I am of sound mind, and I am fully competent to make this affidavit.

2. I have personal knowledge of the facts stated herein, which are true and correct. I submit this affidavit in connection with the pending lawsuit between Plaintiff CA Forensics, LLC ("Plaintiff" or "CA Forensics") and Defendant Macdonald Devin Ziegler Madden Kenefick & Harris, P.C. ("Defendant" or "Macdonald Devin").

3. CA Forensics, LLC ("CA") is a forensic accounting and fraud examination firm owned and operated by me. I am an authorized representative and the sole member of CA Forensics, LLC. In that capacity, I have knowledge of the corporate events recited in this affidavit as well as personal knowledge of these events recited in this affidavit.

4. I am a certified public accountant ("CPA"), a certified fraud examiner ("CFE") and licensed by the Texas State Board of Public Accountancy, and a member in good standing. I am also a proud member of the Association of Certified Fraud Examiners.

 Initials

5. On or about June 5, 2020, I received a LinkedIn contact request from Gregory Ziegler ("Mr. Ziegler" or "Gregory Ziegler"), an attorney, shareholder, and officer of Macdonald Devin, stating that he was working on a civil case with allegations of fraud and was interested in adding me to his forensic team.

6. On or about June 8, 2020, during a telephonic conference with Gregory Ziegler, he told me that FZ WLRW, LLC ("FZ WLRW, LLC" or "FZ WLRW") and its representative, Frank Zaccanelli ("Mr. Zaccanelli"), were alleging fraud, improper, and illegal activities by defendants in a civil case (the "Moayed Case") [Cause No. 342-302221-18]. Gregory Ziegler also told me that he, Macdonald Devin, FZ WLRW, LLC, and Frank Zaccanelli wanted to add me to their forensic team to assist Mr. Ziegler, MacDonald Devin, FZ WLRW, and Mr. Zaccanelli (collectively, the "Beneficiaries").


7. On or about June 9, 2020, the attorney Gregory Ziegler signed an engagement agreement ("Agreement") with CA (the "Engagement") for CA to commence work and services for the benefit of Gregory Ziegler, Macdonald Devin, FZ WLRW, and Frank Zaccanelli. Pursuant to the Agreement, CA was as an independent contractor.

8. On or about July 20, 2020, the Beneficiaries stated that "Plaintiffs supplement their testifying expert designations and associated responses to requests for disclosure with the attached report of today's date from Sandy Alexander, CPA, CFA [sic]," despite knowing that CA's work was just beginning, and no findings or conclusions had been determined or reported by CA.

9. CA performed over five-hundred (500) hours of services during the examination for the Beneficiaries that included reviewing numerous court filings, depositions, expert reports, and financial transactions. Early during its examination, CA advised Gregory Ziegler that core allegations central to the litigation appeared to be wrong. CA later confirmed that core allegations central to the litigation were wrong, and further advised Gregory Ziegler of additional allegations that were false and misleading. Gregory Ziegler and Macdonald Devin did not like CA's opinions and conclusions that disproved their claims against the Moayed Defendants.

10. CA told Gregory Ziegler and Macdonald Devin that the claims that they were asserting for FZ WLRW and Frank Zaccanelli were not supported and that their allegations against the Moayed Defendants for fraud, misconduct and illegal activities were false. In response, and during multiple telephonic conversations with Gregory Ziegler and his firm, Macdonald Devin, Mr. Ziegler disconnected the phone call in the middle of my and CA's reporting, refusing to listen to CA's warnings.

11. CA could not and would not express unsupported and false opinions to satisfy the Beneficiaries' stated purpose of ruining Merhdad Moayed's life. The Beneficiaries' unjustified conduct toward the Moayed Defendants greatly concerned CA and me, not only for the Moayed Defendants, but for CA and me. CA and I feared that the Beneficiaries would make similar, false allegations against both CA and me. As easily foreseen, the Beneficiaries have begun leveling unsubstantiated allegations against us.

 Initials

12. Consistently during CA's examination, Macdonald Devin withheld payment while insisting CA find evidence to support unsubstantiated claims of fraud against the Moayeddi Defendants. The attorney Gregory Ziegler ignored multiple requests by CA to meet and confer with Macdonald Devin clients, Frank Zaccanelli and Kyle Bass, threatened to sue CA if it did not produce a report supporting the Beneficiaries' allegations, and continues to withhold substantial fees from CA in apparent retaliation for CA's refusal to manufacture false information to support their baseless claims. In my twenty-five-years' experience as a certified fraud examiner, I have never been threatened or experienced attempted coercion to fabricate evidence and opinions as the Beneficiaries did here.

13. Most troubling to CA and me is that Frank J. Zaccanelli, Jr., and FZ WLRW have employed the use of Gregory Ziegler, a Texas licensed attorney, and Gregory Ziegler's law firm, Macdonald Devin, to strong-arm CA to change its opinions, express false opinions, to create false information, and to supply false information to the court, to punish opposing parties simply because they want to destroy the Moayeddi Defendants and are using the Moayeddi Case and other avenues to do so.

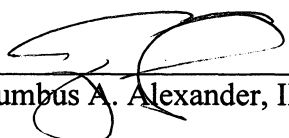
14. It is my belief that the Beneficiaries attempted to get CA and me to testify falsely by withholding payment from CA until CA issued an opinion that favored their case, regardless of the facts. The Beneficiaries' actions show their intent to influence CA's opinions by consistently offering CA benefits only if CA issued opinions that were false and in conformity with the Beneficiaries' wishes and by preventing CA's favorable testimony regarding the Moayeddi Defendants, and others by not providing CA's reporting that establishes that the fraud and illegal acts alleged by The Beneficiaries was false. I have not and will not violate my ethical and legal duties to comply with the Beneficiaries' demands and coercive tactics.

15. Further, I have attempted on numerous thwarted occasions to report to Macdonald Devin's clients, Frank J. Zaccanelli, Jr. and J. Kyle Bass, in the Moayeddi Case, but the attorney Gregory Ziegler and Macdonald Devin have refused me the ability to talk directly with them.

16. Instead, the Beneficiaries have made false allegations to me, to the Texas State Board of Public Accountancy as well as others, and have concocted events that are patently false to attack my credibility, including falsely claiming that I had to be physically removed from the office of FZ WLRW investor J. Kyle Bass.

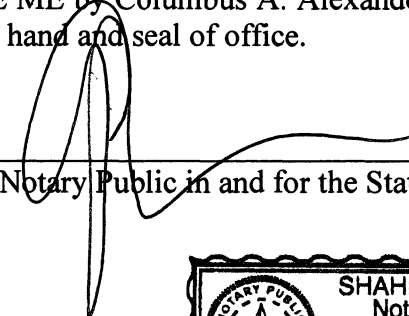
17. CA and I are deeply concerned that the Beneficiaries will continue to make false allegations about us as they have about Mehrdad Moayeddi, CADG, MRW, LLSF and others in the Moayeddi Case.

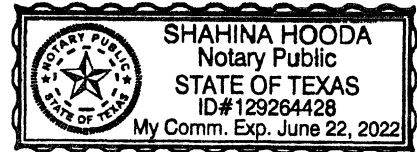
FURTHER AFFIANT SAYETH NAUGHT.

  
Columbus A. Alexander, III

SA Initials

SUBSCRIBED AND SWORN TO BEFORE ME by Columbus A. Alexander, III on this  
28th day of April, 2021, to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



 Initials





**MR. GREGORY NORMAN 'GREG ZIEGLER' ZIEGLER**

Eligible to Practice in Texas

**MACDONALD DEVIN ZIEGLER** MADDEN KENEFICK & HARRIS, PC

**Bar Card Number:** 00791985

**TX License Date:** 11/04/1994

**Primary Practice Location:** Dallas , Texas

1201 Elm St Ste 3800  
3800 Renaissance Tower  
Dallas, TX 75270-2130

**CONTACT INFORMATION**

**Tel:** 214-651-3325 📞

---

**Practice Areas:** Business, Health Care, Intellectual Property, Litigation: Commercial, Litigation: Personal Injury, Real Estate, Construction, Finance, Appellate: Civil, Contracts

---

**Statutory Profile Last Certified On:** 03/10/2021

**PRACTICE INFORMATION**

**Firm:** Macdonald Devin Ziegler Madden Kenefick & Harris, PC

**Firm Size:** 25 to 40

**Occupation:** Private Law Practice

**Practice Areas:** *Business, Health Care, Intellectual Property, Litigation: Commercial, Litigation: Personal Injury, Real Estate, Construction, Finance, Appellate: Civil, Contracts*

**Services Provided:**

Deaf/Hard of Hearing Translation: Not Specified

**COURTS OF ADMITTANCE**

**Federal:**

Texas Eastern District Court  
Texas Northern District Court  
Texas Southern District/Bankruptcy Court  
Texas Western District Court

**Other Courts:**

Oklahoma - All Oklahoma State Courts State - Trial Court  
New Mexico - All New Mexico State Courts State - Trial Court

**Other States Licensed:**



## STATE BAR of TEXAS



### MR. GREGORY NORMAN 'GREG ZIEGLER' ZIEGLER

Eligible to Practice in Texas

**Bar Card Number:** 00791985

**TX License Date:** 11/04/1994

**Primary Practice Location:** Dallas , Texas

14000 Allen Trail  
Roanoke, TX 76262

#### CONTACT INFORMATION

Tel: --

**Practice Areas:** Business, Health Care, Intellectual Property, Litigation: Commercial, Litigation: Personal Injury, Real Estate, Construction, Finance, Appellate: Civil, Contracts

**Statutory Profile Last Certified On:** 03/10/2021

#### PRACTICE INFORMATION

**Firm:** None Reported By Attorney

**Firm Size:** 25 to 40

**Occupation:** Private Law Practice

**Practice Areas:** *Business, Health Care, Intellectual Property, Litigation: Commercial, Litigation: Personal Injury, Real Estate, Construction, Finance, Appellate: Civil, Contracts*

#### Services Provided:

Deaf/Hard of Hearing Translation: Not Specified

ADA-accessible client service: Not Specified

Language translation: Not Specified

**Fee Options Provided:**

#### COURTS OF ADMITTANCE

##### Federal:

Texas Eastern District Court  
Texas Northern District Court  
Texas Southern District/Bankruptcy Court  
Texas Western District Court

##### Other Courts:

Oklahoma - All Oklahoma State Courts State - Trial Court  
New Mexico - All New Mexico State Courts State - Trial Court

##### Other States Licensed:

New Mexico  
Oklahoma

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AGREE

March 25, 2021

Paulette P. Beiter, Attorney  
Texas State Board of Public Accountancy  
Enforcement Division  
505 E. Huntland Drive, Suite 380  
Austin, Texas 78752-3757  
SENT VIA EMAIL: pbeiter@tsbpa.texas.gov

Dear Ms. Beiter:

**RE: Columbus A. Alexander, III (File No. 21-03-01T)**  
**CA Forensics, LLC (File No. 21-03-02T)**

Thank you for your letter of March 03, 2021 and the recent opportunity to speak with you re the February 08, 2021 complaint filed by Gregory Ziegler ("Ziegler"), shareholder with Dallas-based Macdonald Devin Ziegler Madden Kenefick Harris ("Macdonald Devin").

On June 08, 2020 Ziegler engaged CA Forensics, LLC ("Consultant") on a matter involving construction fraud, on behalf of his client, Mr. Frank Zaccanelli ("Zaccanelli"). Zaccanelli is a former officer with Hillwood Development Company and Hillwood Investment Company, and a former minority owner, president and general manager of the Dallas Mavericks.

On July 27, 2020 the Dallas Morning News reported that Mr. Kyle Bass ("Bass") had purchased a 50% ownership interest in Zaccanelli's real estate development entities. Bass is a Dallas hedge fund manager with big suspicions re Dallas commercial real estate developer Mehrdad Moayed ( "Moayed"), the target of multiple lawsuits filed by Ziegler as well as his years-long investigation involving construction fraud.

On July 31, 2020 I attended a meeting with Ziegler, Zaccanelli and Bass. During this meeting and of concern, Ziegler made a fact statement to newly acquired client Bass that Ziegler knew or should have known was false. I would later learn (and confirm) during examination that this was just one of many misrepresentations Ziegler seemingly in concert with Zaccanelli would make to Bass during this one-hour exchange.

On November 12, 2020, during a one-hour and thirty-nine minute teleconference, I advised Ziegler that what appeared to be a possible error noted early during examination, was now confirmed: core allegations central to litigation were wrong. Ziegler at first rejected the finding, but further explanation and the evidence proved conclusive.

On December 10, 2020 during a 14 minute teleconference, I advised Ziegler of more errors with litigation as well as client testimony, and requested that a meeting be held at the earliest possible

time to include one or both of Ziegler's clients. The call ended abruptly (he hung up on me) with no request for reporting, and still no plans for client meeting

Initially on December 09, 2020 (11:49 AM), and then on January 4, 2021 (1:37 PM), then again on January 4, 2021 (3:48 PM), then again on January 7, 2021 (3:16 PM), and then again on January 26, 2021 (1:58 PM), I requested in writing to Zeigler an opportunity to meet and confer with Ziegler and clients Bass and Zaccanelli re issues and concerns noted during examination, each time without success.

On February 08, 2021 (2:26 PM) during a 12 SECOND call (he hung up on me, again), Ziegler finally found the time to get personally involved with the fraud examination that he requested but clearly no longer wanted reported to his clients, Bass and Zaccanelli.

In my profession, it is not uncommon for a client to allege facts and circumstances they believe true, and then behave poorly when the evidence tells a different story. However, it is most unusual and clearly an act discreditable to his profession for the attorney Ziegler to persistently block reporting to his firm's clients, and is believed to be in large part his motivation for filing this fictitious Complaint.

I have included with this letter a detailed chronology of events that occurred during examination that I trust the Board will not only find an amusing read, but sufficient to dismiss the Complaint. In the event additional information is needed, please do not hesitate to contact me. Thank you.

Sincerely,

CA FORENSICS, LLC

By: /s/ Columbus A. Alexander, III, CPA, CFE  
Managing Member

**From:** [Greg N. Ziegler](#)  
**To:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Cc:** [Farbod Farnia](#); [Theron Bentz](#)  
**Subject:** RE: civil fraud case [IWOV-LAW.FID887603]  
**Date:** Monday, June 8, 2020 12:56:49 PM  
**Attachments:** [image002.png](#)

---

Sandy,

I forwarded your email and CV to my client, Frank Zaccanelli. He has approved your engagement.

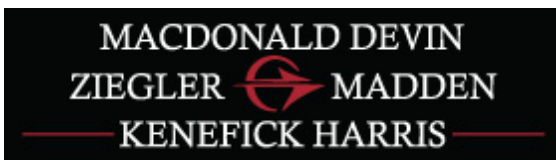
We will be sending you some documents, starting with (1) our client's declaration/affidavit filed with the Court, (2) the Veritas expert report, and (3) the depositions and exhibits of the CPA/tax preparer, Jason George.

Paralegal Theron Bentz will deliver these items to you today via email.

We look forward to working with you.

Best regards,

**Greg Ziegler | *Shareholder***  
P 214.651.3325 M 817.313.6274



3800 Renaissance Tower | 1201 Elm Street | Dallas, TX 75270

[vCard](#) | [Website](#) | [Bio](#)

Licensed in TX, OK, NM, and Court of Federal Claims



## **Dallas hedge fund investor buys stake in area real estate developments**

### **Kyle Bass has bought a minority position in downtown Dallas' Statler and other properties of Centurion American Development**

Dallas Morning News

By Steve Brown

3:10 PM on Jul 27, 2020

A Dallas hedge fund investor says he has bought an ownership position in several local real estate projects, including downtown Dallas' landmark Statler hotel.

Kyle Bass, found and chief investment officer of Hayman Capital Management, said he's purchased a 50% equity stake in four real estate development and management companies that have minority ownership positions in The Statler, the Entrada development in Westlake and the Riverwalk at Central Park development in Flower Mound.

All three projects are developments of Farmers Branch-based Centurion American Development Group.

Bass has previously tangled with Centurion American's CEO, developer Mehrdad Moayed.

Starting in 2015, Centurion American and Moayed came under scrutiny during Bass' campaign against Grapevine-based United Development Funding, a real estate finance firm that funded many of Centurion American's projects.

United Development Funding's executives paid more than \$8 million to the Securities and Exchange Commission in 2018 to settle a case over the improper use of investor funds.

Centurion American and Moayed faced no legal actions or fines because of their dealings with United Development Funding. United Development Funding is still suing Bass and Hayman Capital for business disparagement.

Bass' Mossad Bass LLC acquired the stake in the area projects with a 50% purchase of ownership interests in several companies from Dallas businessman Frank Zaccanelli.

Bass said his new investment will "enhance the go-forward strategy of Zaccanelli's companies and allow for expansion."

Terms of the purchase were not disclosed.

"The opportunity to invest in distressed real estate projects with one of Dallas' top real estate minds is an opportunity I couldn't pass up," Bass said in a statement. "Frank and I are dedicated to dismantling the fraud that has plagued these projects in the past in order to have them prosper in the future."

Zaccanelli was involved in the management, funding and design of The Statler, Entrada and Riverwalk at Central Park through early 2016, according to Hayman Capital.

"Kyle Bass is one of the most prominent businessmen and investors in the United States," Zaccanelli said in a statement. "The opportunity to form a partnership with Kyle is one of the highlights in my more than 40-year career in business."

Centurion American representatives did not respond to requests for information about the sale.

Zaccanelli is a former officer with Hillwood Development Co. and Hillwood Investment Co. and is a former president, general manager and minority owner of the Dallas Mavericks.

**From:** [Sandy Alexander](#)  
**To:** [Greg Ziegler \(GZiegler@macdonalddevin.com\)](mailto:GZiegler@macdonalddevin.com)  
**Cc:** [Sandy Alexander \(caa@caforensicsllc.com\)](mailto:caa@caforensicsllc.com)  
**Subject:** CAForensics / Billing July 2 / Billing July 16  
**Date:** Tuesday, July 28, 2020 1:26:00 PM  
**Attachments:** [MRW Projects CAForensics Engagement Billing.msg](#)  
[MRW Projects CAForensics Engagement Billing July 01-152020.msg](#)

---

Mr. Ziegler,

Please be advised payment for the attached two (2) billings has not been received.

Payment status for both of the now past-due billings would be appreciated.

Bank wire instructions are included below if preferred by your firm.

**WIRE TRANSFER INFO:**

Account Name: CA FORENSICS, LLC  
Bank Name: Prosperity Bank  
Bank Routing: 113122655  
Account Number: [REDACTED]

**IRS 1099 VENDOR INFO:**

Vendor Name: CA FORENSICS, LLC  
Mailing Address: P. O. Box 455, Addison, TX 75001-0455

Taxpayer ID: [REDACTED]

Best regards, Sandy

Columbus A. Alexander, III, CPA  
Certified Fraud Examiner  
CA Forensics, LLC  
214.514.2272

Information contained in this transmission may contain confidential, non-public or privileged information that is restricted from disclosure by law. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately reply to the sender that you have received this communication in error and delete it.

**From:** [Greg N. Ziegler](#)  
**To:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** RE: CAForensics / Billing July 2 / Billing July 16  
**Date:** Wednesday, July 29, 2020 12:04:39 PM

---

Sandy, I spoke with my clients about payment of your invoices. They will pay you in full by Friday, July 31<sup>st</sup>. Speaking of Friday, would you be available to come to a meeting with Messrs. Zaccanelli and Bass and myself on Friday?

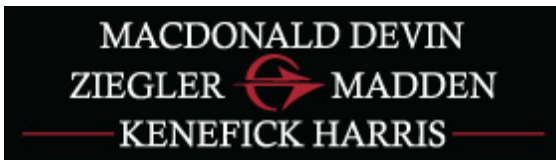
We are meeting at 10a in Hayman's offices on Cedar Springs in Uptown. The meeting will last until Noon, but my clients would love it if you could give them between half-hour to an hour of your time for an update and Q/A, either at 10a or perhaps 11-Noon?

We will have your check ready to hand deliver to you at that time if you can make it.

Please let me know.

Thanks,

**Greg Ziegler | *Shareholder***  
P 214.651.3325 M 817.313.6274



3800 Renaissance Tower | 1201 Elm Street | Dallas, TX 75270

[vCard](#) | [Website](#) | [Bio](#)

Licensed in TX, OK, NM, and Court of Federal Claims

---

**From:** Greg N. Ziegler  
**Sent:** Wednesday, July 29, 2020 10:58 AM  
**To:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** RE: CAForensics / Billing July 2 / Billing July 16

Sandy we will get the clients to pay these asap. Sorry for the delay.

Best,

**Greg Ziegler | *Shareholder***  
P 214.651.3325 M 817.313.6274



**From:** [Sandy Alexander](#)  
**To:** [Greg Ziegler \(GZiegler@macdonalddevin.com\)](#)  
**Cc:** [Sandy Alexander \(caa@caforensicsllc.com\)](#)  
**Subject:** MRW Projects / CAForensics / Engagement Billings  
**Date:** Tuesday, August 4, 2020 12:53:00 PM  
**Attachments:** [CAForensics Billing July 2 Billing July 16.msg](#)  
[RE CAForensics Billing July 2 Billing July 16.msg](#)  
[200731 CAForensics Billing.pdf](#)

---

Mr. Ziegler,

Attached please find 3<sup>rd</sup> billing on MRW engagement.

As a reminder, payment for the first two (2) billings has not been received, and are now seriously past-due.

Again, bank wire instructions are included below, and are preferred by my firm to expedite receipt of payment understood planned for hand-delivery during our onsite meeting on July 31, 2020, but still unpaid - disappointing.

**WIRE TRANSFER INFO:**

Account Name: CA FORENSICS, LLC  
Bank Name: Prosperity Bank  
Bank Routing: 113122655  
Account Number: [REDACTED]

**IRS 1099 VENDOR INFO:**

Vendor Name: CA FORENSICS, LLC  
Mailing Address: P. O. Box 455, Addison, TX 75001-0455

Taxpayer ID: [REDACTED]

Best regards, Sandy

Columbus A. Alexander, III, CPA  
Certified Fraud Examiner  
CA Forensics, LLC  
214.514.2272

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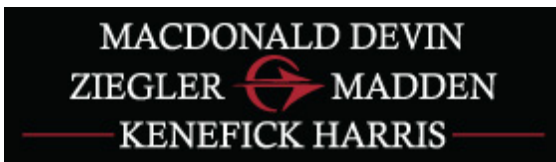
**From:** [Greg N. Ziegler](#)  
**To:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** Report for MRW  
**Date:** Thursday, August 13, 2020 2:02:28 PM  
**Attachments:** [image002.png](#)

---

Sandy-Payment will be delivered this week. Have you started report preparation? If not, my clients would like you to begin. If you wish to wait until payment is received, we understand. Thanks.

**Greg Ziegler | *Shareholder***

P 214.651.3325 M 817.313.6274



3800 Renaissance Tower | 1201 Elm Street | Dallas, TX 75270

[vCard](#) | [Website](#) | [Bio](#)

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**From:** [Brent Money](#)  
**To:** [David M. Macdonald](#)  
**Subject:** TRE 408 Settlement Offer  
**Date:** Monday, [April 19, 2021](#) 11:15:29 AM  
**Attachments:** [First Amended Petition \(file version\).pdf](#)

---

David,

During our Friday telephone conversation, you provided what seemed to be the outline of a defense of your firm and Greg Ziegler's breach of contract. I recognize that your internal investigation is ongoing, but it is important for you to be aware that a number of the statements you relayed to me are inaccurate. We are confident in our ability to prove our version of events once this proceeds to discovery and trial, but there are two statements in particular that I will address here.

1. You stated that Mr. Alexander "sat down in Bass' office, was asked to leave, and had to be escorted out." All three of these statements are categorically false and should be easily proven or disproven by review of what I'm sure are extensive video recordings at Mr. Bass' office. Mr. Alexander never entered Bass' office, never sat down, was never asked to leave, and ultimately left the building of his own volition.
2. You stated that you have two experts who have come to different conclusions about the litigation than Mr. Alexander. I'm baffled as to how anyone could determine whether Mr. Alexander's conclusions differ or align with any other experts when Mr. Alexander has yet to submit a report of his findings. That is to say nothing of the accuracy of Mr. Alexander's conclusions. Although Mr. Alexander offered a partial verbal report on November 12 and December 10 to Ziegler, much was left unsaid in those conversations and significant additional work was performed after those dates that have never been discussed with anyone other than me.

Although you have stated that your desire is to have a non-disparagement clause in any settlement agreement, Ziegler seems intent on disparaging my client's work and character--first to the State Board of Accountancy, next to Zaccanelli and Bass, and continuing to you. We take this VERY seriously.

Here is our settlement offer: If you can provide video of my client inside Bass' office or being escorted from the premises, we will dismiss this lawsuit with prejudice. It's that simple. Otherwise, we intend to recover every penny owed, including interest and attorney's fees, and will provide no waiver of any kind.

Finally, attached please find our First Amended Petition, filed earlier today.

Brent A. Money, Attorney



2606 Lee Street  
Greenville, Texas 75401  
Tel 903-455-1600  
Fax 888-756-4746  
[www.moneylawfirm.net](http://www.moneylawfirm.net)

**From:** [Brent Money](#)  
**To:** [David M. Macdonald](#)  
**Subject:** RE: Settlement Demand  
**Date:** Wednesday, April 28, 2021 9:59:37 AM  
**Attachments:** [2nd Amended Petition.pdf](#)

---

I'm disappointed that you did not respond to my settlement offer as requested. I am also still waiting on the video evidence of Mr. Alexander being escorted from Bass' office.

As discussed below, we have amended our petition. A copy is attached for your convenience.

Have a nice day!

---

**From:** Brent Money  
**Sent:** Friday, April 23, 2021 2:45 PM  
**To:** David M. Macdonald <DMacdonald@macdonalddevin.com>  
**Subject:** Settlement Demand

Mr. Macdonald,

Since you and I last spoke, I've learned two pieces of information that have dramatically changed how my client and I view this litigation.

First, although my client was engaged with your firm as a consulting expert, he was promptly designated in the lawsuit as a testifying expert. In fact, Alexander appeared at a Zoom hearing as an expert and an Agreed Order was filed in October 2020 that scheduled Mr. Alexander's deposition on November 17, 2020. Although the deposition did not occur, the facts and opinions he obtained during the course of his examination for your firm remain discoverable and admissible.

Second, we have a good faith basis to believe that CA Forensics, LLC is not the only expert witness your firm has failed to pay during the course of the MRW litigation. If proven true, this undermines any conceivable defense you may have as to why my client wasn't paid for his work. A jury could easily conclude that your firm engages experts and only pays them if and when a favorable opinion has been secured.

My client is willing to settle this matter on or before Tuesday, April 27th at 5pm for a lump sum of \$150,000 (which includes the contract damages, interest, and attorney's fees incurred to date). The only terms acceptable in any settlement will be the time and manner of payment and that our lawsuit will be dismissed with prejudice.

Up until this point, we have been vague in our filings about our beliefs as to why CA was not paid for its work. However, considering the fact that Alexander has been designated as a testifying expert, our pleadings will be amended with more specific allegations as to why we believe he has not been paid if no settlement is reached by the time designated above.

Brent A. Money, Attorney



2606 Lee Street  
Greenville, Texas 75401  
Tel 903-455-1600  
Fax 888-756-4746

**From:** [Brent Money](#)  
**To:** [REDACTED]@caforensicsllc.com  
**Subject:** FW: CA Forensics, LLC  
**Date:** Thursday, May 6, 2021 5:13:35 PM  
**Attachments:** [Attachment 1.pdf](#)  
[Attachment 2.pdf](#)  
[Attachment 3.pdf](#)

---

See below and attached. I have not had a chance to review yet and have not responded.

---

**From:** David M. Macdonald <[REDACTED]@macdonalddevin.com>  
**Sent:** Thursday, May 6, 2021 2:33 PM  
**To:** Brent Money [REDACTED]@moneylawfirm.net>  
**Cc:** Patrick F. Madden <P[REDACTED]@macdonalddevin.com>; John S. Kenefick  
<[REDACTED]@macdonalddevin.com>  
**Subject:** CA Forensics, LLC

Dear Brent,

This correspondence is being sent to you pursuant to Rule 408 of the Texas Rules of Civil Procedure. Consistent with our conversation I have attached the following for your review:

1. Settlement Agreement which also includes as Exhibit A, a copy of correspondence that will be sent to the Texas State Board of Public Accountancy (see Attachment 1);
2. Joint Motion to Dismiss with Prejudice (see Attachment 2); and
3. An Agreed Order of Dismissal with Prejudice (see Attachment 3).

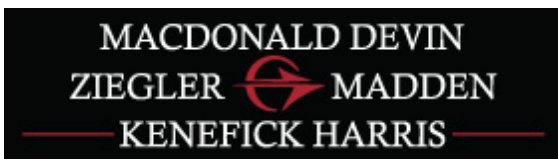
Please review the documents and let me know if they meet with your approval. Once your client has signed the documents, I will make the necessary arrangements to travel to Greenville, Texas to personally deliver the check in accordance with the settlement provisions.

Also, I want you to know that as of 8 o'clock this morning, Mr. Ziegler was terminated by the law firm.

Sincerely,

**David M. Macdonald**

214.651.3300 - Direct | 214.744.3300 - Office



3800 Renaissance Tower | 1201 Elm Street | Dallas, TX 75270

[vCard](#) | [Bio](#) | [Website](#)

**From:** [Brent Money](#)  
**To:** [David M. Macdonald](#)  
**Cc:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** RE: Settlement Demand  
**Date:** Friday, May 7, 2021 4:56:01 PM  
**Attachments:** [image001.png](#)

---

David,

I talked with Sandy, and he is insistent that paragraphs 14 & 15 be deleted from the agreement. Ziegler's disparagement of Mr. Alexander has been ongoing for several months, first to Bass and Zaccanelli, then to the State Board of Accountancy, to members of your firm, and who knows who else. Sandy does not intend to be muzzled about what he can say about Ziegler.

Please delete those paragraphs prior to execution.

---

**From:** Brent Money  
**Sent:** Friday, May 7, 2021 4:37 PM  
**To:** David M. Macdonald <[DMacdonald@macdonalddevin.com](mailto:DMacdonald@macdonalddevin.com)>  
**Cc:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** RE: Settlement Demand

Attached is our W9.

---

**From:** David M. Macdonald <[DMacdonald@macdonalddevin.com](mailto:DMacdonald@macdonalddevin.com)>  
**Sent:** Friday, May 7, 2021 4:28 PM  
**To:** Brent Money <[brent@moneylawfirm.net](mailto:brent@moneylawfirm.net)>  
**Cc:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** RE: Settlement Demand

Brent I will also need your W 9

---

**From:** Brent Money <[brent@moneylawfirm.net](mailto:brent@moneylawfirm.net)>  
**Sent:** Friday, May 7, 2021 4:26 PM  
**To:** David M. Macdonald <[DMacdonald@macdonalddevin.com](mailto:DMacdonald@macdonalddevin.com)>  
**Cc:** [caa@caforensicsllc.com](mailto:caa@caforensicsllc.com)  
**Subject:** RE: Settlement Demand

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached are my proposed redlines on the settlement agreement (subject to your and my client's approval). If you agree to the changes, please make them and send me a partially executed copy and I will countersign it and return it to you as soon as possible.

Please make the check payable to: Law Office of Brent A. Money, PLLC – IOLTA

Sandy would like to meet with you at my office on Monday afternoon. In addition to listening to what you have to say, Sandy has some questions he would like to ask and some information to discuss if you're willing. Does 3:00 work for you?

**CAUSE NO. DC-21-03809**

**CA FORENSICS, LLC**  
**Plaintiff,**

**v.**

**MACDONALD DEVIN ZIEGLER**  
**MADDEN KENEFICK & HARRIS, P.C.**  
**Defendants.**

§  
§  
§  
§  
§  
§  
§  
§

**IN THE DISTRICT COURT**

**160<sup>th</sup> JUDICIAL DISTRICT**

**OF DALLAS COUNTY, TEXAS**

**SETTLEMENT AGREEMENT**

For the consideration described herein, this Settlement Agreement (“Agreement”) is hereby entered into by CA FORENSICS, LLC and Columbus A. Alexander III, individually and as the managing member and authorized representative of CA FORENSICS, LLC (collectively “Claimants”) and MACDONALD DEVIN ZIEGLER MADDEN KENEFICK & HARRIS, P.C. now known as MACDONALD DEVIN MADDEN KENEFICK & HARRIS, P.C. (“Defendant”) (collectively Claimants and Defendant are referred to as the “Parties”). The Parties agree that the provisions of this Agreement are not mere recitals but are contractual and binding on the Parties. Now, therefore, the Parties agree as follows:

**1. Payment.** In consideration of the releases and other promises and agreements set forth herein, Claimants agree to accept the total consideration of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00), which Claimants agree is adequate consideration to bind them to the terms of this Agreement, and which shall be paid to Claimants and their counsel, the Money Law Firm. This payment will be made contemporaneously at the closing at Brent Money’s office or another time and location as agreed upon by the Parties.

**2. Release.** In exchange for the consideration recited in this Agreement, Claimants, on behalf of themselves and any of their agents, representatives, assigns, heirs, executors, trustees, partners or attorneys hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE the

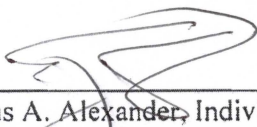
STATE OF TEXAS

COUNTY OF

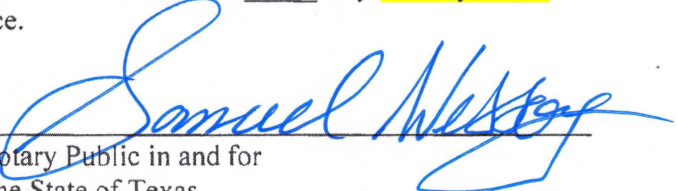
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BEFORE ME, the undersigned authority, on this day personally appeared Columbus A. Alexander, known to me to be the individual whose name is subscribed hereinabove, and after being duly sworn on his oath stated that he has read and fully understands the foregoing Settlement Agreement, and that he has executed same for the purposes and consideration and in the capacities therein stated.

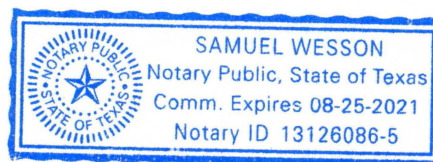
  
Columbus A. Alexander, Individually and as  
The Managing Member and Authorized  
Representative of CA Forensics, LLC

SUBSCRIBED AND SWORN TO BEFORE ME on this 10<sup>th</sup> day of May, 2021, to  
certify which witness my hand and seal of office.

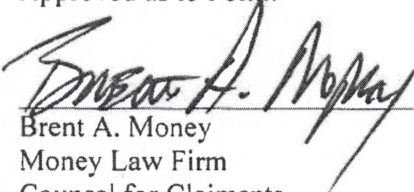
  
Notary Public in and for  
The State of Texas

My Commission Expires:

08-25-2021



Approved as to Form:

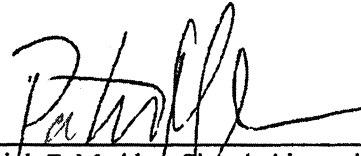
  
Brent A. Money  
Money Law Firm  
Counsel for Claimants



STATE OF TEXAS  
COUNTY OF DALLAS

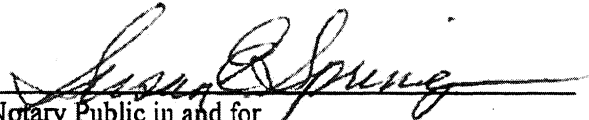
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BEFORE ME, the undersigned authority, on this day personally appeared Patrick F. Madden, known to me to be the individual whose name is subscribed hereinabove, and after being duly sworn on his oath stated that he has read and fully understands the foregoing Settlement Agreement, and that he has executed same for the purposes and consideration and in the capacities therein stated.



Patrick F. Madden, Shareholder and Authorized  
Representative of Macdonald Devin Ziegler Madden  
Kenefick & Harris, P.C. now known as Macdonald  
Devin Madden Kenefick & Harris, P.C.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of May, 2021, to  
certify which witness my hand and seal of office.



Notary Public in and for  
The State of Texas



**CAUSE NO. 342-302221-18**

FZ WLRW, LLC,

*Plaintiff/Counter-Defendant,*

v.

CENTURION AMERICAN  
DEVELOPMENT GROUP, LLC, MRW  
INVESTORS, LLC, LLSF, LLC, FLOMO  
WESTLAKE, LLC, A&J CAPITAL  
INVESTMENTS, INC., HENRY  
GLOBAL CONSULTING, LLC, and  
MEHRDAD MOAYEDI,*Defendants,*

v.

MEHRDAD MOAYEDI AND LLSF, LLC,

*Counter-Plaintiffs/Third-Party Plaintiffs/  
Third-Party Counter-Defendant,*

v.

FRANK ZACCANELLI, JR.,

*Third-Party Defendant/Third-Party  
Counter-Plaintiff.*

IN THE DISTRICT COURT

342nd JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**LLSF, LLC AND MEHRDAD MOAYEDI'S  
AMENDED MOTION FOR SANCTIONS FOR FRIVOLOUS AND  
GROUNDLESS PLEADINGS AND REQUEST FOR EVIDENTIARY HEARING**

COME NOW Defendant/Counter-Plaintiff LLSF, LLC ("LLSF") and Counter-Plaintiff/Third-Party Plaintiff Mehrdad Moayed ( "Moayed," collectively with LLSF, "Movants"), parties in the above-styled and numbered cause, and file *LLSF, LLC and Mehrdad Moayed's Amended Motion for Sanctions for Frivolous and Groundless Pleadings and Request*

*for Evidentiary Hearing* (the “Motion”). In support thereof, Movants would respectfully show the Court the following:

## **I. INTRODUCTION**

1. Plaintiff/Counter-Defendant FZ WLRW, LLC (“Plaintiff” or “FZ WLRW”), its representative, Third-Party Defendant Mr. Frank Zaccanelli (“Mr. Zaccanelli”), Plaintiff’s counsel, Mr. Gregory N. Ziegler (“Mr. Ziegler”) and Plaintiff and Third-Party Defendant’s law firm, Macdonald Devin Ziegler Madden Kenefick & Harris, P.C. (“Macdonald Devin,” together with FZ WLRW, Mr. Zaccanelli, Mr. Ziegler, and Macdonald Devin, the “Perpetrators”) have perpetuated and continue to perpetuate a fraud on this court, and have tampered with a witness. Knowing that Plaintiff’s testifying expert, Mr. Columbus A. Alexander, III, CPA (“Mr. Alexander”) and his company CA Forensics, LLC (“CA”) had evidence and opinions that directly refuted Plaintiff’s baseless allegations against defendants, the Perpetrators continued to pursue baseless claims while attempting to coerce Mr. Alexander to create false evidence to support Plaintiff’s baseless contentions. The Perpetrators’ egregious actions warrant the most severe sanctions available from this Court.

2. The attached affidavit of Plaintiff’s testifying expert, Mr. Alexander, describes the Perpetrators’ reprehensible conduct (“Affidavit”). A true and correct copy of Mr. Alexander’s Affidavit is attached hereto as “Exhibit 1,” and incorporated herein by reference. The most salient excerpts of the Affidavit include:

CA told Gregory Ziegler and Macdonald Devin that the claims that they were asserting for FZ WLRW [Plaintiff] and Frank Zaccanelli [Third-Party Defendant and former Third-Party Counter-Plaintiff] were not supported and that their allegations against the Moayedli Defendants for fraud, misconduct and illegal activities were false. In response, and during multiple telephonic conversations with Gregory Ziegler and his firm, Macdonald Devin, Mr. Ziegler disconnected

the phone call in the middle of my and CA's reporting, refusing to listen to CA's warnings.<sup>1</sup>

In my twenty-five-years' experience as a certified fraud examiner, I have never been threatened or experienced attempted coercion to fabricate evidence and opinions as the Beneficiaries did here.<sup>2</sup>

Most troubling to CA and me is that Frank J. Zaccanelli, Jr., and FZ WLRW have employed the use of Gregory Ziegler, a Texas licensed attorney, and Gregory Ziegler's law firm, Macdonald Devin, to strong-arm CA to change its opinions, express false opinions, to create false information, and to supply false information to the court, to punish opposing parties simply because they want to destroy the Moayeddi Defendants and are using the Moayeddi Case and other avenues to do so.<sup>3</sup>

It is my belief that the Beneficiaries attempted to get CA and me to testify falsely by withholding payment from CA until CA issued an opinion that favored their case, regardless of the facts. The Beneficiaries' actions show their intent to influence CA's opinions by consistently offering CA benefits only if CA issued opinions that were false and in conformity with the Beneficiaries' wishes and by preventing CA's favorable testimony regarding the Moayeddi Defendants, and others by not providing CA's reporting that establishes that the fraud and illegal acts alleged by The Beneficiaries was false. I have not and will not violate my ethical and legal duties to comply with the Beneficiaries' demands and coercive tactics.<sup>4</sup>

## **II. STANDARD FOR SANCTIONS**

3. Movants ask the Court to impose sanctions against the Perpetrators for their violations of Chapters 9 and 10 of the Texas Civil Practice and Remedies Code; Texas Rule of Civil Procedure 13 and 215.

4. Chapter 9 of the Texas Civil Practice and Remedies Code ("TCRP") precludes parties from filing pleadings that are groundless and brought in bad faith or groundless and brought for the purpose of harassment, and the chapter allows the trial court to award sanctions against a party filing such a pleading.<sup>5</sup>

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<sup>1</sup> Ex. 1, Alexander Affidavit, p. 2, ¶10.

<sup>2</sup> Ex. 1, Alexander Affidavit, p. 3, ¶12.

<sup>3</sup> *Id.* at p. 3, ¶13.

<sup>4</sup> *Id.* at p. 3, ¶14.

<sup>5</sup> See TEX. CIV. PRAC. & REM. CODE §§ 9.011.012(a), (c).

5. CPRC 10.004 provides “[a] court that determines that a person has signed a pleading or motion in violation of Section 10.001 may impose a sanction on the person, a party represented by the person, or both.”<sup>6</sup> Section 10.001 provides that the signing of a pleading or motion “constitutes a certificate by the signatory that to the signatory's best knowledge, information, and belief, formed after reasonable inquiry,” such as, “the pleading or motion is not being presented for any improper purpose, including to harass” and that “each claim, defense, or other legal contention in the pleading or motion is warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law.”<sup>7</sup> For instance, a pleading is frivolous unless each allegation or other factual contention in the pleading or motion has evidentiary support or, for a specifically identified allegation or factual contention, is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.<sup>8</sup> Chapter 10 does not require a finding of improper purpose before sanctions can be imposed.<sup>9</sup> Instead, “Chapter 10 provides that a claim that lacks a legal or factual basis without more is sanctionable.”<sup>10</sup>

6. Texas Rule of Civil Procedure 13 (“Rule 13”) allows a court to impose sanction on both a party and counsel for pleadings, motions, or other papers signed and filed that are groundless and brought in bad faith or for the purpose of harassment.<sup>11</sup> For the purposes of Rule 13, a party acts in bad faith when discovery puts him on notice that his understanding of the facts may be incorrect and he does not make a reasonable inquiry into the facts before filing a pleading.<sup>12</sup> Rule 13 explicitly imposes the duty of reasonable inquiry into the facts supporting a

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<sup>6</sup> TEX.CIV.PRAC. & REM. CODE § 10.004.

<sup>7</sup> TEX.CIV.PRAC. & REM. CODE § 10.001(1)-(2).

<sup>8</sup> TEX.CIV.PRAC. & REM. CODE § 10.001(3).

<sup>9</sup> *Nath v. Tex. Children's Hosp.*, 446 S.W.3d 355, 369 (Tex. 2014).

<sup>10</sup> *Id.*

<sup>11</sup> *GTE Communications Systems Corp. v. Tanner*, 856 S.W.2d 725, 730 (Tex.1993).

<sup>12</sup> *Monroe v. Grider*, 884 S.W.2d 811, 819 (Tex.App.-Dallas 1994, writ denied).

pleading.<sup>13</sup> A signature on a pleading certifies that the signer has reasonably inquired into the facts and law supporting the document.<sup>14</sup> Even in the absence of an applicable rule or statute, a court has the inherent authority to sanction parties for bad-faith abuses if it finds that to do so will aid in the exercise of its jurisdiction, in the administration of justice, and in the preservation of its independence and integrity.<sup>15</sup>

### **III. SANCTIONABLE CONDUCT BY THE PERPETRATORS**

7. The Perpetrators' conduct violated CPRC Chapters 9 and 10 because they filed pleadings that are groundless and brought in bad faith and groundless and brought for the purpose of harassment. Additionally, Mr. Ziegler violated Rule 13 multiple times by filing multiple petitions.<sup>16</sup> Previous petitions in this case contain similar, baseless allegations, and were all signed by Mr. Ziegler on behalf of Macdonald Devin. The most recent petition, Plaintiff's 5th Amended Petition and Third-Party Defendant Frank Zaccanelli's Answer/Counterclaim, was signed by Mr. Ziegler on behalf of FZ and its representative, Mr. Zaccanelli (as were the prior petitions), asserting baseless and frivolous affirmative defenses, including fraud and fraudulent inducement.<sup>17</sup> The Perpetrators' pursuit of baseless and frivolous claims in violation of CPRC Chapters 9 and 10 and Rule 13.

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<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Gilbert & Maxwell, PLLC v. Tex. Mut. Ins. Co.*, 2008 WL 5264910, (Tex. App.—Austin 2008, no pet.) (mem op) (internal quotes omitted); *see also Howell v. Texas Workers' Comp. Comm'n*, 143 S.W.3d 416, 427-28 (Tex. App.—Austin 2004, pet. denied) (quoting *In re Bennett*, 960 S.W.2d 35, 40) (discussing court's general inherent power).

<sup>16</sup> Plaintiff's Second, Third, and Fourth Amended Petitions previously alleged similar allegations and were all signed by Mr. Ziegler.

<sup>17</sup> Plaintiff and Counter-Defendant Frank Zaccanelli's fraud pleading did not survive this Court's summary judgment ruling, nor did Frank Zaccanelli's claim survive after his eventual nonsuit as a result of a hearing set on a motion for summary judgment.



**A. The Perpetrators pursued baseless claims in violation of CPRC Chapters 9 and 10 and Rule 13.**

8. All of the Plaintiff's causes of action arise from the same set of facts allegedly supporting the fraud claim. Therefore, sanctions should be imputed as to all of the Plaintiff's claims. The Perpetrators (Plaintiffs and their counsel) have consistently avoided Defendants and former Defendants' dispositive motions, including but not limited to, no-evidence Motions for Summary Judgment, traditional Motions for Summary Judgment, and everything in between by filing numerous Motions for Continuance to prolong litigation and continue pursuing baseless claims.<sup>18</sup>

9. As stated in Mr. Alexander's Affidavit, CA was engaged by Plaintiff on June 9, 2020, to perform services as a testifying expert in support of Plaintiff's allegations against Defendants.<sup>19</sup>

10. Despite having knowledge of the fact that CA had just started its examination and had no findings or conclusions, and without Mr. Alexander's consent, the Perpetrators provided Defendants with what purports to be Mr. Alexander's expert report on July 7, 2020 and made allegations in disclosures that do not represent CA or Mr. Alexander's opinions.<sup>20</sup> A true and correct copy of the excerpt regarding CA and Mr. Alexander's expert designation from Plaintiff's disclosures is attached hereto as "Exhibit 2," and incorporated herein by reference.

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<sup>18</sup> Plaintiff's Verified Emergency Motion to Continue Hearing on No-Evidence Motions for Summary Judgment by Defendants Centurion American Development Group, LLC; LLSF, LLC; Mehrdad Moayedi; and MRW Investors, LLC; Plaintiff's Verified Second Emergency Motion to Continue Hearing on No-Evidence Motions for Summary Judgment by Defendants Centurion American Development Group, LLC; LLSF, LLC; Mehrdad Moayedi; and MRW Investors; Plaintiff's Verified Third Emergency Motion to Continue Hearing on No-Evidence Motions for Summary Judgment by Defendants Centurion American Development Group, LLC; LLSF, LLC; Mehrdad Moayedi; and MRW Investors; Plaintiffs' Motion to Strike Defendants' Untimely Summary judgment Motions or, Alternatively, Motion for Continuance of Summary Judgment Hearing; Plaintiffs' Verified Motion for Continuance of Show Cause and Summary Judgment Hearings.

<sup>19</sup> Ex. 1, Alexander Affidavit, p. 2, ¶7.

<sup>20</sup> Ex. 1, Alexander Affidavit, p. 2, ¶8.

11. During the course of CA and Mr. Alexander's engagement with the Perpetrators, CA and Mr. Alexander provided over five-hundred (500) hours of services.<sup>21</sup> CA and Mr. Alexander advised the Perpetrators that the core allegations central to the litigation were wrong, nor did they comport with the Perpetrator's statements contained in the disclosures regarding Mr. Alexander and CA's opinions.<sup>22</sup> CA and Mr. Alexander advised the Perpetrators that Plaintiff's allegations against Defendants were false, misleading, and unsupported.<sup>23</sup> CA and Mr. Alexander further advised the Perpetrators that CA would not express unsupported false opinions in furtherance of Plaintiff's unsubstantiated claims, yet the Perpetrators continued to pursue the claims.<sup>24</sup>

**B. Perpetrators attempted to coerce Mr. Alexander to fabricate evidence to support baseless contentions.**

12. Courts routinely impose death penalty sanctions and award attorney's fees if a party fabricates evidence concerning the basis of its claims.<sup>25</sup> Here, Perpetrators attempted to coerce Mr. Alexander to fabricate evidence to support baseless contentions.<sup>26</sup>

13. In an effort to coerce CA and Mr. Alexander, the Perpetrators withheld payment after CA and Mr. Alexander refused to change their opinions, express false opinions, and create false evidence in support of Plaintiff's unsubstantiated claims.<sup>27</sup> The Perpetrators' coercion eventually turned into threats of litigation against CA if CA and Mr. Alexander did not produce a

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<sup>21</sup> *Id.* at p. 2, ¶9.

<sup>22</sup> *Id.* at p. 2, ¶9-10.

<sup>23</sup> *Id.*

<sup>24</sup> *Id.* at p. 2, ¶11 – p. 3, ¶12.

<sup>25</sup> *JNS Enter., Inc. v. Dixie Demolition, LLC*, 430 SW.3d 444, 456 (Tex. App.—Austin 2013); *Response Time, Inc. v. Sterling Commerce (N. Am.), Inc.*, 95 S.W.3d 656, 659-64 (Tex. App.—Dallas 2002, no pet.); *Vaughn v. Texas Employment Com'n.*, 792 S.W.2d 139, 144 (Tex. App.—Houston [1st Dist.] 1990, no writ).

<sup>26</sup> Ex. 1, Alexander Affidavit, p. 2, ¶11 – p. 3, ¶13.

<sup>27</sup> Affidavit, p. 3, ¶12.



report supporting Plaintiff's allegations.<sup>28</sup> The Court should sanction the Perpetrators for tampering with CA and Mr. Alexander by striking Plaintiff's claims for affirmative relief.

**C. Perpetrators secreted evidence.**

14. CA and Mr. Alexander would not fabricate evidence for the Perpetrators, so the Perpetrators secreted evidence. The Perpetrators secreted evidence by:

- (1) knowingly and intentionally failing to produce responsive documents to Defendants' Second Set of Requests for Production to Plaintiff, in which Defendants sought documents with respect to communications between Mr. Alexander, Plaintiff, and Mr. Ziegler; and
- (2) Purposefully refusing to allow Defendants to depose Mr. Alexander, and persistently delaying said deposition, even after it was ordered by the Court.

15. First, Defendants were forced to file Defendants' Motion to Compel the Production of Documents from Plaintiff/Counter-Defendant FZ WLRW, LLC ("Motion to Compel"), regarding Defendants' Second Set of Requests for Production on September 9, 2020. The Court granted the Motion to Compel on September 15, 2020, and ordered Plaintiff to produce all responsive documents by September 21, 2020. Even after being ordered by the Court, rather than produce documents that undermined Plaintiff's position, the Perpetrators asserted the same baseless and frivolous objections, assertions of privilege, and referred to a voluminous set of previously produced documents by all parties in this case, without a shred of specificity. Clearly, the Perpetrators' intent was for Defendants to go down a rabbit-hole and spend countless hours reviewing previously produced documents, to delay and allow Perpetrators more opportunity to coerce Mr. Alexander into falsifying his expert opinion.

16. Second, the Court is aware of Defendants' repeated efforts to pursue depositions of Plaintiff, Mr. Zaccanelli, and Plaintiff's experts in this case. In fact, Defendants were forced to file multiple contempt motions in order to obtain these depositions. On October 14, 2020, the

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<sup>28</sup> Affidavit, p. 3, ¶12.

Court ordered the deposition of Mr. Alexander to be conducted on November 17, 2020, at 10:00 a.m. The Perpetrators did not want to present Mr. Alexander for deposition because the Perpetrators were aware that Mr. Alexander's deposition testimony would undermine Plaintiff's baseless and frivolous claims. Therefore, rather than presenting Mr. Alexander for deposition as ordered by the Court, Plaintiff purported to de-designate CA as a testifying expert to conceal the unfavorable evidence. The Perpetrators obstructed Defendants' Court-ordered deposition of CA because CA's deposition testimony would have revealed the true nature of CA's findings and opinions, rather than the false and unsupported conclusions that the Perpetrators asserted in their disclosures.

#### **IV. THE PERPETRATORS SHOULD BE SANCTIONED BY THIS COURT**

##### **A. Macdonald Devin is liable for Mr. Ziegler's sanctionable conduct.**

17. Macdonald Devin is liable for Mr. Ziegler's sanctionable conduct because Mr. Ziegler acted on behalf of Macdonald Devin as their vice principal. Macdonald Devin is a professional corporation registered in the state of Texas. A vice principal's actions are the actions of the corporation itself.<sup>29</sup>

18. "Vice principal" encompasses: (1) corporate officers; (2) those who have authority to employ, direct, and terminate the corporation's employees; (3) those engaged in the corporation's primary business; and (4) those who have been entrusted with the management of the corporation's business.<sup>30</sup>

19. Courts have held that a vice principal's acts are the same as a company's actions when the vice principal's acts are closely connected with the person's duties within the

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<sup>29</sup> *Apple Tree Café Touring, Inc. v. Levatino*, No. 05-16-01380-cv, 2017 WL 3304641, at \*8 (Tex. App.—Dallas 2017, pet. denied).

<sup>30</sup> *Mobil Oil Corp. v. Ellender*, 968 S.W.2d 917, 922 (Tex. 1998).

corporation.<sup>31</sup> For instance, in *Bright v. Addison*, an attorney acted as the firm and as the firm's vice principal when the attorney was a named partner of a professional corporation, used the firm letterhead, and performed legal work on behalf of the firm.<sup>32</sup> Although the lawsuit in that case arose from Mr. Bright usurping a business opportunity to manage a casino, the basis for the court's finding Mr. Bright to be a vice principal of the firm rested on the fact that he incorporated corporations and performed various activities related to the practice of law, including negotiating contracts and advising on corporate issues, on behalf of the firm.<sup>33</sup>

20. Similarly to the attorney in *Bright*, Mr. Ziegler also consciously acted as a vice principal of Macdonald Devin.<sup>34</sup> As a result, Macdonald Devin knew of the sanctionable conduct and still chose to proceed with it. Mr. Ziegler represented clients under the firm name and emailed correspondence through his firm email.<sup>35</sup> Further, like in *Bright*, Mr. Ziegler was a shareholder and named partner at Macdonald Devin, which was known to the world by the shareholder designation within the firm logo in his email signature.<sup>36</sup> Mr. Ziegler was Macdonald Devin when he was at the firm because he was a shareholder, he had the ability to hire, manage, and terminate employees, and the firm included his name on its letterhead to symbolize to his association and interest in Macdonald Devin. One prime example of Mr. Ziegler's managerial authority is his signing of the Litigation Consulting Fee Agreement, dated June 8, 2020, in which Mr. Ziegler retained Mr. Alexander and CA Forensics on behalf of Macdonald Devin.<sup>37</sup> Therefore, when Mr. Ziegler pursued baseless claims and attempted to coerce Mr. Alexander to

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<sup>31</sup> *Bright v. Addison*, 171 S.W.3d 588, 594, 607 (Tex. App.—Dallas 2005, pet. denied); *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 618 (Tex. 1999); *Burleson State Bank v. Plunkett*, 27 S.W.3d 605, 619 (Tex. App.—Waco 2000, pet. denied).

<sup>32</sup> *Bright*, 171 S.W.3d at 607.

<sup>33</sup> *Id.* at 596.

<sup>34</sup> *See id.* at 596-97.

<sup>35</sup> Exhibit G; Exhibit H, at 2, 13.

<sup>36</sup> *See id.*; *see also Bright*, 171 S.W.3d at 594.

<sup>37</sup> Exhibit B.

create false evidence to support Plaintiff's baseless contentions, Macdonald Devin acted too. Mr. Ziegler's actions were the actions of Macdonald Devin. In other words, the vice principal's actions were the actions of the corporation.

21. As a vice principal of Macdonald Devin, Mr. Ziegler's acts and Macdonald Devin's acts are inextricably linked and sufficient to impute his sanctionable actions on Macdonald Devin. Therefore, Mr. Ziegler acted as Macdonald Devin, and Macdonald Devin is therefore liable for Mr. Ziegler's sanctionable conduct under CPRC Chapters 9 and 10 and Rule 13.

**B. Perpetrators should be sanctioned under Tex. R. Civ. P. Rule 215.**

22. This Court can also sanction Perpetrators for their conduct under Texas Rule of Civil Procedure 215. Under Rule 215.2(b), a party is subject to sanctions when they fail to comply with a court order or with a discovery request.<sup>38</sup>

23. Rule 215.3 further instructs that a party may be subject to sanctions for abuse of the discovery process:

“[i]f the court finds a party is abusing the discovery process in seeking, making or resisting discovery or if the court finds that any interrogatory or request for inspection or production is unreasonably frivolous, oppressive, or harassing, or that a response or answer is unreasonably frivolous or made for purposes of delay, then the court in which the action is pending may, after notice and hearing, impose any appropriate sanction authorized by paragraphs (1), (2), (3), (4), (5), and (8) of Rule 215.2(b).”<sup>39</sup>

24. A trial court may impose sanctions on any party that abuses the discovery process to deter and punish noncompliance with discovery rules.<sup>40</sup>

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<sup>38</sup> See TEX. R. CIV. P. 215.2(b).

<sup>39</sup> See *id.* at 215.3.

<sup>40</sup> TEX. R. CIV. P. 215; *Bodnow Corp. v. Hondo*, 721 S.W.2d 839, 840 (Tex. 1986); see *Ebeling v. Gawlik*, 487 S.W.2d 187, 190 (Tex.Civ.App.—Houston [1st Dist.] 1972, no writ); see also *Downer v. Aquamarine Operators, LLSF, LLC* and Mehrdad Moayedi's Amended Motion for Sanctions and Request for Evidentiary Hearing Page 11 of 19 (400604\_8)

25. With regard to testifying experts specifically, “Texas law permits a testifying expert to be de-designated so long as it is not part of a bargain between adversaries to suppress testimony *or for some other improper purpose*.”<sup>41</sup> A de-designation is *ineffective* where it violates the policy underlying the rules of discovery.<sup>42</sup>

26. In *In re State Farm*, the San Antonio Fourth Court of Appeals held that a de-designation is untimely and ineffective when it is attempted after the trial court has ruled to compel or notice has been served for a witness’s deposition.<sup>43</sup> Finding the untimely de-designation to be a “tactical move” for the sheer purpose of delaying discovery and extending litigation, the court opined that the trial court did not abuse its discretion in denying State Farm’s attempt to de-designate its expert witness.<sup>44</sup>

27. In the case before this Court, the Perpetrators delayed de-designating Mr. Alexander as an expert witness to thwart the discovery process and needlessly pursue frivolous claims. This Court ordered the Perpetrators to produce Mr. Alexander for Defendants’ deposition.<sup>45</sup> The Perpetrators de-designated Mr. Alexander as an expert witness shortly before his deposition was scheduled.<sup>46</sup> The Perpetrators circumvented the Court’s *Order Granting Defendants’ Motion to Compel* and obstructed Defendants’ ability to conduct proper discovery to uncover the Perpetrators’ alleged discovery abuse.<sup>47</sup>

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*Inc.*, 701 S.W.2d 238 (Tex. 1985); *Jarrett v. Warhola*, 695 S.W.2d 8, 9-10(Tex. Civ.App.—Houston [14th Dist.] 1985, writ ref’d).

<sup>41</sup> See *In re Jourdanton Hosp. Corp.*, No. 04-14-00356-cv, 2014 WL 3745447, at \*14 (emphasis added); see also *In re State Farm Mut. Auto. Ins. Co.*, 100 S.W.3d 338, 340 (Tex. App.—San Antonio 2002, orig. proceeding) (quoting *Castellano v. Littlejohn*, 945 S.W.2d 236, 240 (Tex. App.—San Antonio 1997, orig. proceeding)) (internal quotes omitted).

<sup>42</sup> *Rendon v. Avance*, 67 S.W.3d 303, 309 (Tex. App.—Fort Worth 2001, pet. granted, judgment vacated w.r.m.).

<sup>43</sup> See *In re Jourdanton*, 2014 WL 3745447, at \*14; *In re State Farm*, 100 S.W.3d at 341.

<sup>44</sup> *In re State Farm*, 100 S.W.3d at 340, 343.

<sup>45</sup> *Agreed Order* (391909\_3).

<sup>46</sup> Defendants’ were made aware via email that the Perpetrators de-designated Mr. Alexander on October 23, 2020, and the deposition was scheduled for November 17, 2020.

<sup>47</sup> *Order Granting Defendants’ Motion to Compel the Production of Documents from Plaintiff FZ WLRW, LLC* (391321\_1).

28. Furthermore, knowing that the Perpetrators planned to thwart this Court's order to compel, the Perpetrators disregarded Defendants' *Motion to Compel Production of Documents* (e.g. Requests for Production Nos. 4, 6, 7, 9, 11, 12, 14, and 32) that were necessary for Defendants to adequately prepare for the deposition of Mr. Alexander (and other witnesses).

29. The Perpetrators are subject to sanctions under Rule 215 by disregarding this Court's Orders to: (1) permit discovery, dated September 15, 2020; (2) require depositions of Mr. Alexander and other designated experts, dated October 14, 2020; and (3) produce documents, in particular Requests for Production Nos. 4, 6, 7, 9, 11, 12, 14, and 32.<sup>48</sup> Perpetrators abused the discovery process by fervently resisting discovery, continuing to pursue frivolous claims, and ignoring this Court's orders.

30. The record demonstrates a clear and consistent pattern of the Perpetrators purposefully disregarding this Court's authority and unreasonably prolonging frivolous litigation. This pattern of abuse and fraud on this Court was orchestrated and performed by Mr. Ziegler while acting on behalf of his client and as a vice principal of Macdonald Devin. Accordingly, Macdonald Devin and the conspiring party (e.g. the Plaintiff, Plaintiff's corporate representative, Frank Zaccanelli, and Mr. Ziegler's client) are all liable for sanctions.

### CONCLUSION

31. Striking pleadings and similar death penalty sanctions are only warranted in response to egregious violations. The Perpetrators' actions are so egregious that they warrant the most severe sanctions. "A trial court's ruling on a motion for sanctions is reviewed under an abuse of discretion standard."<sup>49</sup> The test for an abuse of discretion is not whether, in the opinion

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<sup>48</sup> *Agreed Order* (391909\_3); *Defendants' Motion to Enforce, Motion for Sanctions, and Motion for Contempt and For Show Cause Order* (391567\_1).

<sup>49</sup> *Bodnow Corp. v. City of Hondo*, 721 S.W.2d 839, 840 (Tex.1986); *Downer v. Aquamarine Operators, Inc.*, 701 S.W.2d 238, 241 (Tex. 1985).

of the reviewing court, the facts present an appropriate case for the trial court's action, but "whether the court acted without reference to any guiding rules and principles."<sup>50</sup> The trial court's ruling should be reversed only if it was arbitrary or unreasonable."<sup>51</sup>

32. In *Cire*, the trial court struck Plaintiff's pleading for discovery abuses when a party failed to obey court orders regarding discovery and deliberately destroyed and/or concealed material evidence...that would "show"... [her] claims had no merit."<sup>52</sup> As held in *Cire*, "striking pleadings is a harsh sanction that must be used as a last resort after the trial court has considered lesser sanctions and that in all but the most egregious and exceptional cases, the trial court must test lesser sanctions before resorting to death penalty sanctions."<sup>53</sup> However, in *Cire*, the Court found that "in cases of exceptional misconduct...the trial court is not required to test lesser sanctions before striking pleadings ...so long as the record reflects that the trial court considered lesser sanctions before striking pleadings and the party's conduct justifies the presumption that its claims lack merit. This means that a trial court must analyze available sanctions and offer a reasoned explanation as to the appropriateness of the sanction imposed."<sup>54</sup>

33. In the case before this Court, similar to *Cire*, the Perpetrators' misconduct is exceptionally egregious because they have deliberately obstructed the discovery process, continuously pursued frivolous claims, and purposefully disregarded this Court's orders. Furthermore, the record also reflects that lesser sanctions have been considered on numerous occasions, taking into account Defendants' numerous motions for contempt and motions to compel. Defendants have filed two (2) motions for contempt and three (3) motions to compel –

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<sup>50</sup> *Downer*, 701 S.W.2d at 241; see also *Bodnow Corp.*, 721 S.W.3d at 840.

<sup>51</sup> *Cire v. Cummings*, 134 S.W.3d 835, 838. (2004). see also *Downer*, 701 S.W.2d at 242.

<sup>52</sup> *Id* at 838.

<sup>53</sup> *Id* at 842.

<sup>54</sup> *Cummings*, 134 S.W.3d at 842.



all of which the Perpetrators have willfully and consistently ignored.<sup>55</sup> This repeated disregard for the discovery process and this Court's orders (all the while concealing evidence that Plaintiff's claims were frivolous) is especially egregious and warrants death penalty sanctions.

34. Movants ask the Court to take into consideration the following:

- a) the discovery abuses by the Perpetrators as detailed above;
- b) the countless discovery disputes brought before this Court, despite the Perpetrators having knowledge of the frivolous nature of Plaintiff's claims; and
- c) the contempt motions that Defendants were forced to bring as lesser sanctions by the Court to consider.

35. Based upon the Perpetrators' discovery abuse and fraud upon this Court, the only appropriate action by the Court is to strike the Perpetrators' frivolous pleadings, including all pleadings that assert affirmative claims and defenses. The Perpetrators' manufactured fraud that is revealed by Mr. Alexander's Affidavit permeates throughout Plaintiff's remaining claims for breach of contract and breach of fiduciary duty. Plaintiff's Fifth Amended Petition alleges: (1) Defendant LLSF breached its fiduciary duty by "engaging in fraudulent and injurious practices;"<sup>56</sup> and (2) Defendant LLSF breached the MRW Company Agreement through its misappropriation of EB-5 loan proceeds by pulling "distributions of cash from MRW,"<sup>57</sup> "in order to funnel the money into another Moayeddi affiliate."<sup>58</sup> However, as supported by Mr. Alexander's Affidavit, none of these allegations are true. As such, there is no effective

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<sup>55</sup> *Defendants' Motion to Enforce, Motions for Sanctions, and Motion for Contempt and Show Cause Order* (391567\_1); *Defendants' Second Motion to Enforce, Motions for Sanctions, and Motion for Contempt and Show Cause Order* (391567\_1); *Defendants' Motion to Compel the Deposition of Non-Party Megan Lucas* (390087\_1); *Defendants' Motion to Compel, Motion to Enforce, and Request for Attorney's Fees* (391449\_2); *Defendants' Motion to Compel the Production of Documents* (391132\_1).

<sup>56</sup> *Plaintiff's Fifth Amended Petition*, p. 37, ¶4.

<sup>57</sup> *Plaintiff's Fifth Amended Petition*, p. 23, ¶1.

<sup>58</sup> *Id.*



alternative to address Perpetrator's fraudulent and frivolous pleadings except for this Court to strike the Perpetrator's pleadings in their entirety.

### **PRAYER FOR RELIEF**

36. Movants ask this Court to find that the Perpetrators have violated CPRC Chapters 9 and 10, Rule 13, and impose appropriate sanctions, including: (1) striking Plaintiff's direct and derivative affirmative claims of breach of fiduciary duty and breach of contract contain within *Plaintiff's Fifth Amended Petition*; (2) striking *Counter-Defendant FZ WLRW, LLC's Original Answer and Counter-Claim In Response to Counter-Plaintiffs LLSF, LLC's and Mehrdad Moayedi's Original Counter-Claim and Request for Disclosure* and all defenses contained therein; (3) striking *Third-Party Defendant Frank Zaccanelli, Jr.'s Motion to Strike and Original Answer and Counter-Claim Subject to Motion to Strike in Response to LLSF, LLC's and Mehrdad Moayedi's Original Third-Party Claim and Request for Disclosure* and all defenses contained therein; and (4) award Defendants reasonable and necessary attorneys' fees for defending against Plaintiff's claims, as well as, order a monetary sanction against the Perpetrators to discourage further sanctionable conduct. Alternatively, Movants request this Court to order sanctions against Perpetrators that the Court finds are appropriate, in the sound discretion of this Court, given the nature and magnitude of the Perpetrators' conduct and the effect on Defendants. Further, Movants request that the Court conduct an evidentiary hearing to address the issues contained in this Motion, and for such further relief at law or in equity to which Movants are justly entitled.

**RESPECTFULLY SUBMITTED BY:**

/s/ C. Gregory Shamoun

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LLC AND COUNTER-PLAINTIFF/THIRD-PARTY  
PLAINTIFF MEHRDAD MOAYEDI**

### **CERTIFICATE OF CONFERENCE**

This is to certify, that on May 4, 2021, counsel for Movants and counsel for Plaintiff and Third-Party Defendant conferred via electronic mail and telephone regarding the requested relief contained within this Motion. A true and correct copy of the email correspondence between counsel for Movant and counsel for Plaintiff and Third-Party Defendant is attached hereto as “Exhibit 3,” and incorporated herein by reference. However, the parties were unable to reach an agreement. Accordingly, a reasonable effort has been made to resolve this dispute without the necessity of court intervention and the effort failed. Therefore, it is presented to the Court for determination.

*/s/ Dean Y. Drew*  
**DEAN Y. DREW**

### **CERTIFICATE OF SERVICE**

This is to certify that, on this 4th day of August, 2021, in accordance with the *Texas Rules of Civil Procedure*, a true and correct copy of the above and foregoing has been forwarded to the following counsel of record:

/s/ Dean Y. Drew  
**DEAN Y. DREW**

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MACDONALD DEVIN MADDEN KENEFICK  
& HARRIS, P.C.**

# EXHIBIT 1

**CAUSE NO. DC-21-03809**

**CA FORENSICS,LLC,**

**Plaintiff,**

**V.**

**MACDONALD DEVIN ZIEGLER  
MADDEN KENEFICK & HARRIS, P.C.,**

**Defendant.**

www.pearsoned.com

**IN THE DISTRICT COURT**

## 160th JUDICIAL DISTRICT

**DALLAS COUNTY, TEXAS**

**AFFIDAVIT OF COLUMBUS A. ALEXANDER, III, CPA**

STATE OF TEXAS

COUNTY OF DALLAS

www.wwn.co.uk

BEFORE ME, the undersigned authority, on this day personally appeared Columbus A. Alexander, III, CPA, known to me to be the undersigned person, who upon being duly sworn, deposes and states the following:

1. "My name is Columbus A. Alexander, III ("Sandy Alexander"). I am over eighteen (18) years of age. I have never been convicted of a felony or a crime of moral turpitude. I am of sound mind, and I am fully competent to make this affidavit.

2. I have personal knowledge of the facts stated herein, which are true and correct. I submit this affidavit in connection with the pending lawsuit between Plaintiff CA Forensics, LLC ("Plaintiff" or "CA Forensics") and Defendant Macdonald Devin Ziegler Madden Kenefick & Harris, P.C. ("Defendant" or "Macdonald Devin").

3. CA Forensics, LLC ("CA") is a forensic accounting and fraud examination firm owned and operated by me. I am an authorized representative and the sole member of CA Forensics, LLC. In that capacity, I have knowledge of the corporate events recited in this affidavit as well as personal knowledge of these events recited in this affidavit.

4. I am a certified public accountant ("CPA"), a certified fraud examiner ("CFE") and licensed by the Texas State Board of Public Accountancy, and a member in good standing. I am also a proud member of the Association of Certified Fraud Examiners.

GA Initials

Affidavit of Columbus A. Alexander, III

Page 1 of 4

5. On or about June 5, 2020, I received a LinkedIn contact request from Gregory Ziegler ("Mr. Ziegler" or "Gregory Ziegler"), an attorney, shareholder, and officer of Macdonald Devin, stating that he was working on a civil case with allegations of fraud and was interested in adding me to his forensic team.

6. On or about June 8, 2020, during a telephonic conference with Gregory Ziegler, he told me that FZ WLRW, LLC ("FZ WLRW, LLC" or "FZ WLRW") and its representative, Frank Zaccanelli ("Mr. Zaccanelli"), were alleging fraud, improper, and illegal activities by defendants in a civil case (the "Moayed Case") [Cause No. 342-302221-18]. Gregory Ziegler also told me that he, Macdonald Devin, FZ WLRW, LLC, and Frank Zaccanelli wanted to add me to their forensic team to assist Mr. Ziegler, MacDonald Devin, FZ WLRW, and Mr. Zaccanelli (collectively, the "Beneficiaries").


7. On or about June 9, 2020, the attorney Gregory Ziegler signed an engagement agreement ("Agreement") with CA (the "Engagement") for CA to commence work and services for the benefit of Gregory Ziegler, Macdonald Devin, FZ WLRW, and Frank Zaccanelli. Pursuant to the Agreement, CA was as an independent contractor.

8. On or about July 20, 2020, the Beneficiaries stated that "Plaintiffs supplement their testifying expert designations and associated responses to requests for disclosure with the attached report of today's date from Sandy Alexander, CPA, CFA [sic]," despite knowing that CA's work was just beginning, and no findings or conclusions had been determined or reported by CA.

9. CA performed over five-hundred (500) hours of services during the examination for the Beneficiaries that included reviewing numerous court filings, depositions, expert reports, and financial transactions. Early during its examination, CA advised Gregory Ziegler that core allegations central to the litigation appeared to be wrong. CA later confirmed that core allegations central to the litigation were wrong, and further advised Gregory Ziegler of additional allegations that were false and misleading. Gregory Ziegler and Macdonald Devin did not like CA's opinions and conclusions that disproved their claims against the Moayed Defendants.

10. CA told Gregory Ziegler and Macdonald Devin that the claims that they were asserting for FZ WLRW and Frank Zaccanelli were not supported and that their allegations against the Moayed Defendants for fraud, misconduct and illegal activities were false. In response, and during multiple telephonic conversations with Gregory Ziegler and his firm, Macdonald Devin, Mr. Ziegler disconnected the phone call in the middle of my and CA's reporting, refusing to listen to CA's warnings.

11. CA could not and would not express unsupported and false opinions to satisfy the Beneficiaries' stated purpose of ruining Merhdad Moayed's life. The Beneficiaries' unjustified conduct toward the Moayed Defendants greatly concerned CA and me, not only for the Moayed Defendants, but for CA and me. CA and I feared that the Beneficiaries would make similar, false allegations against both CA and me. As easily foreseen, the Beneficiaries have begun leveling unsubstantiated allegations against us.

 Initials



12. Consistently during CA's examination, Macdonald Devin withheld payment while insisting CA find evidence to support unsubstantiated claims of fraud against the Moayeddi Defendants. The attorney Gregory Ziegler ignored multiple requests by CA to meet and confer with Macdonald Devin clients, Frank Zaccanelli and Kyle Bass, threatened to sue CA if it did not produce a report supporting the Beneficiaries' allegations, and continues to withhold substantial fees from CA in apparent retaliation for CA's refusal to manufacture false information to support their baseless claims. In my twenty-five-years' experience as a certified fraud examiner, I have never been threatened or experienced attempted coercion to fabricate evidence and opinions as the Beneficiaries did here.

13. Most troubling to CA and me is that Frank J. Zaccanelli, Jr., and FZ WLRW have employed the use of Gregory Ziegler, a Texas licensed attorney, and Gregory Ziegler's law firm, Macdonald Devin, to strong-arm CA to change its opinions, express false opinions, to create false information, and to supply false information to the court, to punish opposing parties simply because they want to destroy the Moayeddi Defendants and are using the Moayeddi Case and other avenues to do so.

14. It is my belief that the Beneficiaries attempted to get CA and me to testify falsely by withholding payment from CA until CA issued an opinion that favored their case, regardless of the facts. The Beneficiaries' actions show their intent to influence CA's opinions by consistently offering CA benefits only if CA issued opinions that were false and in conformity with the Beneficiaries' wishes and by preventing CA's favorable testimony regarding the Moayeddi Defendants, and others by not providing CA's reporting that establishes that the fraud and illegal acts alleged by The Beneficiaries was false. I have not and will not violate my ethical and legal duties to comply with the Beneficiaries' demands and coercive tactics.

15. Further, I have attempted on numerous thwarted occasions to report to Macdonald Devin's clients, Frank J. Zaccanelli, Jr. and J. Kyle Bass, in the Moayeddi Case, but the attorney Gregory Ziegler and Macdonald Devin have refused me the ability to talk directly with them.

16. Instead, the Beneficiaries have made false allegations to me, to the Texas State Board of Public Accountancy as well as others, and have concocted events that are patently false to attack my credibility, including falsely claiming that I had to be physically removed from the office of FZ WLRW investor J. Kyle Bass.

17. CA and I are deeply concerned that the Beneficiaries will continue to make false allegations about us as they have about Mehrdad Moayeddi, CADG, MRW, LLSF and others in the Moayeddi Case.

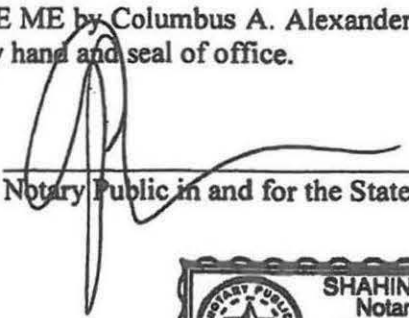
FURTHER AFFIANT SAYETH NAUGHT.

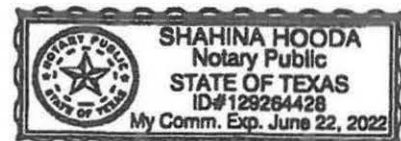
  
Columbus A. Alexander, III

 Initials



SUBSCRIBED AND SWORN TO BEFORE ME by Columbus A. Alexander, III on this 28th day of April, 2021, to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



 Initials

## EXHIBIT 2



**Columbus A. "Sandy" Alexander, III, CPA**  
Certified Fraud Examiner  
CA Forensics, LLC  
The Madison  
15851 Dallas Parkway Ste. 600  
Addison, Texas 75001  
214.514.2272

Mr. Alexander is a CPA and Certified Fraud Examiner who will testify as to the results of his fraud audit of the MRW project and is expected to testify about the occurrence of fraud by LLSF, Mehrdad Moayed, and A&J Capital in connection with the misappropriation and misuse of Public Improvement District (PID) funds for the Town of Westlake designated solely for horizontal infrastructure construction of the Entrada project portion of the MRW partnership and the EB-5 funds for MRW designated solely for vertical construction of buildings and vertical structures for Entrada and Riverwalk Central Park. Mr. Alexander cannot issue a certified fraud audit report until he has all Level 1 documents, specifically, the FloMo Westlake bank statements. See Mr. Alexander's letter of today's date attached as Exhibit C.

Mr. Alexander's C.V. is attached as Exhibit C(1).

The documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by Mr. Hsu in anticipation of his expert testimony to date include the Veritas/Nagorzanski identified in his report and/or have previously been identified, made available, referenced in or produced during discovery and depositions, including but not limited to all documents produced by Plaintiffs and all other Defendants, reports of other experts, and documents produced by non-parties, including but not limited to the Towns of Westlake and Flower Mound, the Frisco Regional Center, limited IRS federal tax records produced by Defendants, construction documents, banking records for MRW, and the Declaration of Frank J. Zaccanelli, Jr. and its attachments.

Mr. Alexander continues to develop his opinions based on recent receipt of such documents and documents from and depositions of Defendants and anticipates further developing his opinions based on upcoming discovery, including production of bank statements from FloMo Westlake bank accounts and other documents withheld by Defendants, and

deposition testimony from Plaintiffs, Plaintiffs' other experts, non-party witnesses (including Matthew Challis of Jefferies, LLC) and others. Mr. Alexander reserves the right to provide and/or supplement his opinions as additional information is discovered and will do so reasonably promptly to address the information contained in such depositions, documents, and reports. Additionally, once essential financial information is provided by Defendants related to certain financial transactions, Plaintiffs will supplement in accordance with the Rules and/or the Scheduling Order.

# EXHIBIT 3

**From:** Gregory Shamoun  
**To:** "gziegler@macdonalddevin.com"; "CHill@HarrisCookLaw.com"; "Larry@HarrisCookLaw.com"; "gregblaies@bhlaw.com"; "cara.kennemer@uwlax.com"  
**Cc:** Steve Tittle; Dean Drew; Brian K. Norman; "marshall.searcy@kelleyhart.com"; Dean Drew; Gregory Shamoun  
**Subject:** certificate of conference request  
**Date:** Tuesday, May 04, 2021 5:37:36 PM  
**Attachments:** Movants Motion for Sanctions.pdf

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Counsel:

It saddens me greatly to have to set an evidentiary hearing on the attached motion. Each of you is a licensed attorney. Each of you knows and understands that the filing and hearing of the motion is necessary and absolutely unavoidable. Justice requires that each of you, as well as the managing partner and chief ethics and compliance counsel of each of your respective firms, will be called to testify in the hearing of this motion. Notice is hereby given to preserve all documents, text messages (including other instantaneous forms of communications such as IM messages and emails), communications and any other writing or recording that touch on, relate or refer to the retention of Sandy Alexander, the reports of Sandy Alexander, discussions about Sandy Alexander, and the opinions of Sandy Alexander. If you were not involved with the retention, reports, discussions, or opinions of Sandy Alexander, I may be willing to accept a proffer from you that may obviate the need for you to appear, along with your managing partner and chief compliance and ethics counsel, at the hearing and provide testimony.

Please respond to me before 5pm CDT tomorrow via email so I can advise Judge Fitzpatrick of your position in a certificate of conference. Thank you.

Regards

Gregory Shamoun