

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

_____)	
WADE ROBERTSON)	
)	Civil Action No. 1:09-cv-1642
Plaintiff)	Hon. Judge Huvelle
)	
v.)	
)	
WILLIAM C. CARTINHOOR, JR.)	
)	
Defendant)	
_____)	

MEMORANDUM IN SUPPORT OF MOTION FOR SANCTIONS

Defendant William C. Cartinhour, Jr. and his attorneys perpetrated a fraud on the Court. Dr. Cartinhour perjured himself to bring false counter-claims in this action on his *sworn* complaint, he has continued to perjure himself in advancing and defending those false claims, and his attorneys Robert Selzer, Patrick Kearney and Michael Bramnick have suborned, abetted, and conspired in Dr. Cartinhour's perjury. Further, they sought to hide this perjury and to continue advancing his false claims by making false affirmative discovery disclosures and omissions. They willfully and deliberately concealed an adverse witness from discovery who they *knew* had testimony that would reveal their perjury and obstruction of justice in making and defending Dr. Cartinhour's false claims. But through independent investigation, *by chance* the undersigned counsel for Mr. Robertson discovered the existence and identity of this adverse witness hidden by Dr. Cartinhour and his counsel. That witness— attorney Larry Ash— has now been deposed; and his testimony compels this motion.

Dr. Cartinhour and his attorneys came before this court seeking to impose civil liability on Mr. Robertson by alleging that Mr. Robertson had been Dr. Cartinhour's

attorney. They have repeated this allegation again and again. They have done so not only to maintain claims of professional malpractice and negligence against him, but also to explicitly avoid plain defenses against all of Dr. Cartinhour's claims-- such as the fact that substantially everything Dr. Cartinhour alleges against Mr. Robertson is contradicted by contractual documents which he signed (most of which were notarized), and also that all his claims are untimely because the limitations period has expired. The parade of twists in Dr. Cartinhour's story should shock any reasonable observer— first, there were no documents; then, upon revelation of the documents, he wasn't sure if he had signed them; then, confronted with his signatures, he claimed not to have read them; and then, if he had read them, he maintains that he didn't understand them—and on and on it goes. Dr. Cartinhour alleges that Mr. Robertson must have taken advantage of him because Mr. Robertson is an attorney, Dr. Cartinhour is not, and Mr. Robertson was allegedly Dr. Cartinhour's attorney. At the outset of this case, Mr. Robertson filed key partnership documents that Dr. Cartinhour had omitted from the partnership papers he filed as part of his counter-complaint against Mr. Robertson. Specifically, Dr. Cartinhour omitted the signed *sworn* and *notarized* attestation by Dr. Cartinhour from April of 2006 wherein Dr. Cartinhour *swore to a public notary* clearly and plainly that Mr. Robertson had never been Dr. Cartinhour's attorney. Dr. Cartinhour also omitted the first of the partnership papers from September of 2004 wherein Dr. Cartinhour agreed in writing that Mr. Robertson could not and would not be his attorney; further, that Dr. Cartinhour had consulted his own attorney first before entering into the partnership with Mr. Robertson. Despite Mr. Robertson bringing these documents to the attention of the Court, Dr. Cartinhour's claims have been allowed to proceed mostly because of the question of

whether or not Mr. Robertson was, in fact, acting as Dr. Cartinhour's attorney. This Court has never squarely addressed Dr. Cartinhour's strategic omission of the very documents which contradicted his original *sworn* counter-complaint, nor has it addressed how Dr. Cartinhour's original *sworn* counter-complaint could not be perjurious in light of the *sworn* and *notarized* attestation by Dr. Cartinhour in April of 2006. In Dr. Cartinhour's repeated representations to this Court, including his original *sworn* counter-complaint, and subsequent *sworn* affidavits, he and his attorneys have asserted *as fact* that in 2004 Dr. Cartinhour was not represented by independent counsel in entering into the partnership with Mr. Robertson which is at center in this action (and his counter-claims). But attorney Larry Ash has since testified that this was untrue, *that he advised Dr. Cartinhour as his counsel*, and further that Dr. Cartinhour's own attorneys directly communicated with him and have been aware of his testimony since no later than November of 2009.

Dr. Cartinhour's counter-claims must be dismissed with prejudice, a default judgment should be entered, the matters of perjury and obstruction of justice should be referred to the United States Attorney's Office, and Dr. Cartinhour should be ordered to reimburse Mr. Robertson for all his fees and costs incurred in defending against the false claims.

**STATEMENT OF MATERIAL FACTS
IN SUPPORT OF MOTION FOR SANCTIONS**

1. Mr. Robert L. Ash is an attorney and a principal of the firm Ober Kaler. Griffin Aff. at 10, Ex. 9 (Transcript of Deposition of Robert L. Ash, Esquire dated July 14, 2010).

2. Mr. Ash represented Dr. Cartinhour in 2004. *Id.* at 14-17. Mr. Ash met Dr. Cartinhour at his home, at Mr. Ash's home and at Mr. Ash's office in Washington, D.C. *Id.* at 18-19. Mr. Ash was paid for legal services by Dr. Cartinhour at the rate of approximately \$450/hour in connection with matters unrelated to this case. *Id.* at 28.
3. In August or September of 2004, Dr. Cartinhour provided Mr. Ash with a copy of a document describing the proposed partnership with Mr. Robertson, which Mr. Ash recalled was something like an offering memorandum. *Id.* at 16-19; 23-25. Mr. Ash reviewed the document and then advised Dr. Cartinhour about his concerns related to the proposed partnership. *Id.*
4. Mr. Ash advised Dr. Cartinhour that the document did not provide sufficient information about the class action lawsuit to judge its chances of success, and that it would be difficult for Dr. Cartinhour, a non-lawyer, to keep informed about the litigation. *Id.* Mr. Ash advised Dr. Cartinhour that he was concerned about a lawyer partnering with a non-lawyer and fee sharing. *Id.*
5. Mr. Ash couldn't recall whether or not the specific terms of the partnership, such as the loan provisions, were disclosed in the document, but he stated they may have been. *Id.* at 30-32.
6. Mr. Ash stated that, if not explicitly stated, then it was at least implicit in his advice that Dr. Cartinhour should have an attorney review any additional documentation related to the partnership. *Id.* at 24.
7. Defendant and his attorneys have been aware of Mr. Ash's identity, contact information and the testimony he would provide since **November of 2009**. On or

about November of 2009, Defendant's attorneys spoke with Mr. Ash and he provided them with the same information noted above. *Id.* at 25-27; Griffin Aff. at 11, Ex. 10 (email from Mr. Bramnick to Mr. Ash stating "Thank you both for taking the time to speak with me recently regarding Dr. Cartinhour."). Later, Defendant's attorneys followed up on their previous conversation with Mr. Ash and provided him with a copy of the W.A.R. LLP Partnership Agreement and asked whether he knew anything about the partnership agreement itself. *Id.* Mr. Ash responded that he had not reviewed the partnership agreement itself. *Id.*

8. On October 28, 2009, Dr. Cartinhour filed a verified Answer and Counter-Complaint. *See* D.D.C.¹ Doc. 2. The verified Counter-Complaint was sworn-to under penalty of perjury: "I HEREBY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED IN THE FOREGOING MOTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. /s/ William C. Cartinhour, Jr." D.D.C. Doc. 2. at 19; Griffin Aff. at 13, Ex. 11
9. In his verified Counter-Complaint, Dr. Cartinhour swore as follows:
 10. Other than his reliance upon the advice of Robertson, **Cartinhour was not represented by independent counsel** in connection with the preparation and execution of the Partnership Agreement or his initial contribution of \$1,000,000.00.
...
 33. At all relevant times, Robertson was acting as an attorney to Cartinhour and advising him in connection with entering into, and investing in, the Partnership, and advising Cartinhour concerning the Litigation. ...
...
 63. Robertson was acting as Cartinhour's attorney and counselor for all purposes related to the foregoing transaction and events at all relevant times.

¹ References to filed documents appearing in the docket of this action (09cv1642) are made by the notation "D.D.C. Doc.", followed immediately by the item's docket number.

D.D.C. Doc. 2 at 6, 11, 16; Griffin Aff. at 13, Ex. 11

10. In response, Mr. Robertson filed² on December 7, 2009 a motion to dismiss and attached documents from the partnership with Dr. Cartinhour. One document³ which Mr. Robertson attached as “Exhibit 4” thereto was entitled “ATTESTATION AND CERTIFICATION OF NO ATTORNEY-CLIENT RELATIONSHIP WITH ATTORNEY WADE A. ROBERTSON” executed before a notary public on April 7, 2006 wherein Dr. Cartinhour had sworn as follows:

I, William C. Cartinhour, Jr., . . . do hereby ATTEST AND DECLARE, AND/OR CERTIFY as follows:
Wade A. Robertson is not my attorney, and I have never engaged Wade A. Robertson as an attorney for any legal advice, nor has Wade A. Robertson ever consented or agreed either expressly or implicitly to represent me as an attorney in any legal matter or to offer me any legal advice as an attorney. I have no claims against Wade A. Robertson of any kind with respect to him in his profession as an attorney or that could arise from any attorney-client relationship, whether actual or mistakenly assumed, or otherwise.

Any interactions that I have had or will have with Wade A. Robertson are strictly business relationships, and no exchange of any information, documents or anything whatsoever between us establishes in any way any attorney-client relationship between he and I, and I have been duly, fully, and repeatedly informed of this fact and have explicitly agreed to this.

...

D.D.C. Doc. 27-1 at 38; Griffin Aff. at 14, Ex. 12

² Originally lodged with a motion to seal filed on 12/7/2009 (D.D.C. Doc. No. 10); subsequently filed in the public record on 12/23/2009 (D.D.C. Doc. No. 27-1) on order of the court denying sealing and directing filing *Nunc Pro Tunc* to 12/07/09.

³ This document was also admitted into evidence at the preliminary injunction hearing, March 22, 2010, as Dr. Cartinhour’s “Defendant’s Exhibit 7” after Dr. Cartinhour acknowledged it and testified as to his signing it. *See* 3/22/2010 Transcript, at 13, 25.

11. In addition, Mr. Robertson attached another document⁴ to his motion to dismiss as “Exhibit 1”, which was entitled “Agreement” and set forth a jointly executed agreement, dated September 16, 2004, which initiated the partnership between Mr. Robertson and Dr. Cartinhour; therein, it stated as follows:

(3) We each agree that although Robertson is an attorney, and although the business partnership between Cartinhour and Robertson will have as its sole business the provision of legal services, at no time prior to now has Robertson been, nor at any time in the future shall Robertson be Cartinhour's attorney, nor shall any attorney-client relationship between Cartinhour and Robertson be implied at any time. We also agree that so long as the business partnership between us continues to exist, there can in any event be no attorney-client relationship between Cartinhour and Robertson. We also further agree that any changes to the provisions of this paragraph can only be made by a writing that is signed by both parties and that is witnessed and notarized by a public notary reflecting the date of such a change.

...

(11) We each acknowledge and agree that both of us-- Robertson and Cartinhour-- has had full notice and opportunity to consult first with our own independent attorneys regarding this business partnership and before entering into this written agreement or the partnership itself. In addition, Cartinhour expressly acknowledges and agrees that he has consulted first beforehand with his own independent attorney regarding the partnership and this agreement, and that his attorney advised him against entering into this partnership, but that Cartinhour has decided to enter into the partnership and this agreement notwithstanding the advice of his attorney.

D.D.C. Doc. 27-1 at 5, 7; Griffin Aff. at 15, Ex. 13

12. In opposition to Mr. Robertson’s motion to dismiss, Dr. Cartinhour and his attorneys-- Patrick Kearney, Esq., and Michael Bramnick, Esq.-- filed on December 24, 2009 an opposition with a sworn affidavit of Dr. Cartinhour attached thereto as “Exhibit 1”. *See* D.D.C. Docs. 20, 20-1. In that pleading, attorneys Mr. Kearney and Mr. Bramnick asserted to the court as follows:

⁴ This document was also admitted into evidence at the preliminary injunction hearing, March 22, 2010, as Dr. Cartinhour’s “Defendant’s Exhibit 2” after Dr. Cartinhour acknowledged it and testified as to his signing it. *See* 3/22/2010 Transcript, at 13, 24-25.

Robertson induced Cartinhour to enter into a Partnership . . . **Robertson was acting as Cartinhour’s attorney during this period with respect to the Partnership** and other legal matters.

D.D.C. Doc. 20 at 2 (emphasis added)

And in his sworn affidavit, Dr. Cartinhour averred under penalty of perjury as follows:

28. I did not fully read or understand any document which Robertson provided to me. . . .

29. . . . **I relied completely upon Robertson** to accurately tell me the meaning of the documents which he asked me to sign because he is an attorney whom I trusted so completely that I agreed to be his business partner . . .

30. **I had no other attorney review any of the documents** that I signed in connection with my business dealings with Robertson because I believed that Robertson, as my attorney, would protect my rights and advise me . . .

D.D.C. Doc. 20-1 at 6 (emphasis added); Griffin Aff. at 16, Ex. 14.

13. Subsequently, on April 1, 2010, Dr. Cartinhour and his attorneys-- Robert Selzer, Patrick Kearney, Esq., and Michael Bramnick, Esq.-- filed a “Motion for Partial Summary Judgment” with a sworn affidavit of Dr. Cartinhour attached thereto as Exhibit “A”. *See* D.D.C. Docs. 97, 97-1, 97-2 (Cartinhour Affidavit). In their “Statement Of Material Facts Not In Dispute” in support of that motion, attorneys Mr. Selzer, Mr. Kearney and Mr. Bramnick asserted to the court as follows:

5. Robertson did not verbally advise Cartinhour to seek independent counsel when entering into the Business Agreement, Partnership Agreement and Amendments thereto, **nor was Cartinhour afforded this opportunity**. Affidavit of Cartinhour ¶ 10, 12 & 18.

D.D.C. Doc. 97-19 at 2 (emphasis added)

And in his sworn affidavit, Dr. Cartinhour averred under penalty of perjury as follows:

10. I was **not represented by independent counsel** at the time to review the Partnership Agreement.

...

18. I was **not represented by independent counsel** at the time to review the Business Agreement and counsel me as to its terms and effect.

D.D.C. Doc. 97-2 at 2 (emphasis added); Griffin Aff. at 17, Ex. 15

14. As a consequence of the above noted contradictions in Dr. Cartinhour's statements, Plaintiff, through counsel, has made repeated requests seeking the identity, contact information and testimony of Mr. Ash.
15. On February 15, 2010, Defendant responded *under penalty of perjury* to Plaintiff's First Set of Amended Interrogatories, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys Mr. Kearney, Esq. and Mr. Bramnick, Esq. willfully concealed and failed to disclose this highly relevant discovery to Plaintiff and instead gave false and perjurious answers. Griffin Aff. at 2, Ex. 1.

INTERROGATORY NO.3: Identify all persons who have or are likely to have personal knowledge of any facts alleged in the Complaint, the Answer and/or Counterclaims, and state the subject matter of the personal knowledge each such person has or is likely to have, and identify any other person not otherwise mentioned in your Answers to these Interrogatories who You believe may have personal knowledge of any facts material to this case or may have information in response to these Interrogatories.

RESPONSE:

Wade A. Robertson

John Watts – Mr. Watts was named as the lead plaintiffs' attorney in the Litigation. He may have information relevant to the Litigation, Mr. Robertson and his involvement in the Litigation, W.A.R., LLP, and my contributions to the Partnership.

Ty Clevenger – Mr. Clevenger was an attorney in the litigation. He may have information relevant to the Litigation, Mr. Robertson and his

involvement in the Litigation, W.A.R., LLP, and my contributions to the Partnership.

Vesna Kustudic – Ms. Kustudic is a friend of mine and knows Mr. Robertson. She is generally familiar with the facts and circumstances surrounding the Partnership.

Tatjana Mistic – Ms. Mistic is a friend of Mr. Robertson. Ms. Mistic introduced me to Mr. Robertson and encouraged me to form a Partnership with him to fund the Litigation. She may have facts or information relevant to the Partnership and my financial contributions.

Tanya Miliecvic – Ms. Miliecvic is a friend of mine and knows Mr. Robertson. She is generally familiar with the facts and circumstances surrounding the Partnership. I expressly reserve the right to supplement this response as facts and information become available to me in the discovery process.

INTERROGATORY NO.19: Identify all communication You had with any attorney(s) regarding and/or relating to Plaintiff.

RESPONSE: Objection. All such communications and correspondence are subject to attorney/client privilege, other than those I had with Robertson who was my attorney.

16. On March 18, 2010, Plaintiff's counsel requested that the Defendant identify all attorneys Dr. Cartinhour consulted with prior to entering into W.A.R. LLP, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys willfully concealed and failed to disclose this highly relevant discovery to Plaintiff. Griffin Aff. at 3, Ex. 2.

17. On May 19, 2010, Plaintiff's counsel requested that Defendant identify all attorneys, their contact information and produce a privilege log, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys willfully concealed and failed to disclose this highly relevant discovery to Plaintiff. Griffin Aff. at 4, Ex. 3.

18. On May 27, 2010, Defendant provided Supplemental Answers *under penalty of perjury* to Plaintiff's First Set of Amended Interrogatories, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys Mr. Kearney, Esq. and Mr. Bramnick, Esq. willfully concealed and failed to disclose this highly relevant discovery to Plaintiff and instead gave false and perjurious answers. Griffin Aff. at 5, Ex. 4 (emphasis added).

INTERROGATORY NO.19: Identify all communication You had with any attorney(s) regarding and/or relating to Plaintiff.

RESPONSE: Objection. All such communications and correspondence are subject to the attorney/client privilege, other than those had with Robertson who was my attorney. Without waiving said objection, **the only attorneys I spoke to relating to Mr. Robertson are (1) Suzanne Duvall, Esquire, (2) Schibani and Associates, and (3) my current counsel, Selzer Gurvitch Rabin and Obecny, Chtd.** Duvall's and Mr. Schibani's representation was in connection with estate planning. The substance of my communications is subject to the attorney-client privilege.

19. On May 27, 2010, Defendant provided Supplemental Responses to Plaintiff's First Request for Production of Documents, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys willfully concealed and failed to disclose this highly relevant discovery to Plaintiff and instead gave false answers. Griffin Aff. at 6, Ex. 5.

REQUEST NO.21: Any document or communication identified in response to Plaintiff's Interrogatory No.19.

RESPONSE NO.21: Objection. Any such documents are subject to the attorney-client privilege. Without waiving said objection, all such documents have previously been produced other than those direct

communications by and between (1) Cartinhour and Selzer Gurvitch Rabin and Obecnny, Chtd., and (2) Cartinhour and Albert Schibani, Esq.

20. On June 17, 2010, Defendant responded to Plaintiff's Second Request for Production of Documents, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys willfully concealed and failed to disclose this highly relevant discovery to Plaintiff and instead gave false answers. Griffin Aff. at 7, Ex. 6.

REQUEST NO.12: Any Document or Communication to, from, or in your possession relating to your attorney(s) from January 1, 2004 to January 1, 2008.

RESPONSE NO.12: Objection. Any such documents are subject to the attorney-client privilege. Without waiving my objection, Robertson acted as my counsel and all such documents have been produced.

REQUEST NO.13: Any Document or Communication to, from, or in your possession relating to an attorney(s) from January 1, 2005 to January 1, 2008.

RESPONSE NO.13: See Answer to Request No. 12.

21. On or about June 25, 2010, Plaintiff's counsel, through independent investigation, obtained the identity and contact information for Mr. Ash from a third party.

22. On June 28, 2010, Plaintiff's counsel again requested that Defendant identify all attorneys, their contact information and produce a privilege log, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys willfully concealed and failed to disclose this highly relevant discovery to Plaintiff. Griffin Aff. at 8, Ex. 7.

23. On July 6, 2010, Plaintiff counsel requested dates of representation, scope of services and retainer agreements for attorneys: Suzanne Duvall, Robert L. Ash, Patricia Bennet and Albert Schibani, but despite Defendant's and his attorney's knowledge of Mr. Ash's identity, contact information and potential testimony, Defendant and his attorneys willfully concealed and failed to disclose this highly relevant discovery to Plaintiff. Griffin Aff. at 9, Ex. 8.

24. On July 16, 2010, Plaintiff deposed Mr. Ash.

LEGAL STANDARD

1. Perjury:

“The legal system offers many ways to deal with problems; perjury is not among them.” *Escamilla v. Jungwirth*, 426 F.3d 868, 870 (7th Cir.2005).

Perjury, the subornation of perjury, and false declarations or statements made under oath before a court are criminal acts prohibited by 18 U.S.C. §§ 1621, 1622, & 1623. *See e.g.* 18 U.S.C. § 1623(a) (“Whoever under oath (or in any declaration, ... verification, or statement under penalty of perjury ...) in any proceeding before or ancillary to any court ... of the United States knowingly makes any false material declaration or makes or uses any information, including any ... paper, document, record, ... or other material, knowing the same to contain any false material declaration, shall be fined under this title or imprisoned not more than five years, or both.” *Id.*).

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2. Duty of the Court to refer the matter to the United States Attorney's Office:

This Court has a *duty* under law to refer the matter of the false testimony and declarations to the United States Attorney's Office. As this Circuit's Court of Appeals has explained:

By reason of their performance of duties clearly assigned, the facts and evidence which suggest criminal conduct upon the part of [...] officials are revealed to such officers. It is the duty of all citizens to reveal such evidence, of which they may have knowledge, **at the risk of being guilty of misprision of felony for failing to do so. In the case of an official, his failure to act under such circumstances would, in addition, constitute serious malfeasance in office.**

Cooper v. O'Connor, 69 App.D.C. 100, 99 F.2d 135 (D.C. Cir. 1938)(emphasis added).

Indeed, to not do so would risk running afoul of 18 U.S.C. § 4 (misprision of a felony) as the Court of Appeals described in *Cooper*, 69 App.D.C. 100.

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

18 U.S.C. 4; *See also Suntrust Mortgage, Inc. v. Busby*, 2009 WL 4801347 (W.D.N.C.)

Equally, federal civil litigants should be aware that unlike the privilege that attaches to disclosures made to priests, lawyers, and physicians, all federal judicial officers take a oath to "perform all the duties incumbent ... under the Constitution and laws of the United States." 28 U.S.C. § 453. **Among those duties is an obligation to uphold and obey the laws of the United States, not the least of which is 18, United States Code, Section 4, which criminalizes misprision of a felony:**

Suntrust at *3.(emphasis added)

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3. Authority to Order Dismissal and Entry of Default Judgment:

Federal courts have multiple sources of authority to sanction a party or attorney presently before it. All federal courts possess this sanctioning power inherently. *Ginsberg v. Evergreen Sec., Ltd. (In re Evergreen Sec., Ltd.)*, 570 F.3d 1257, 1263 (11th Cir. 2009). The power of sanctions includes the authority to order dismissal with prejudice of a party's claims and the entry of a default judgment against that party. *See Combs v. Rockwell Intern. Corp.*, 927 F.2d 486, 488 (9th Cir.1991) (affirming district court's dismissal of action, under both Rule 11 and the court's inherent powers, where the plaintiff had falsified parts of his deposition testimony); *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1116-18 (1st Cir.1989) (affirming district court's dismissal of action where the plaintiff fabricated a crucial document, attached it to the complaint, and committed other dishonest acts, all in order to "gain unfair advantage" in the litigation).

4. Authority to Order Sanctions for Discovery Violations:

Alternatively, Federal Rules of Civil Procedure 26 and 37, among others, also give a federal court the power to sanction.

Rule 26(g) requires that for every discovery request, response, or objection, an attorney of record of a party, and in his own name, must sign the document and certify that to the best of the attorney's knowledge, any declaration is complete and correct as of the time it was made. Rule 26(g)(3) imposes a mandatory obligation on a court to sanction any violations of this certification requirement.

Rule 37 of the Federal Rules also provides the court with authority to sanction a party if the party fails to provide information or identify a witness as required by Rule

26(a) or (e). Rule 26(e) requires a party who has responded to an interrogatory, request for production, or request for admission to supplement or correct its disclosure or response in a timely manner if the party learns in some material respect the disclosure is incorrect or incomplete. Under Rule 37, sanctions would only be inappropriate if the party facing sanctions can show that it was substantially justified in its actions or that the violation was harmless; the burden of proof of showing either of these grounds rests with the party facing sanctions. *Covad Communs. Co. v. Revonet, Inc.*, 267 F.R.D. 14, 22 (D. D.C. 2010). Furthermore, Rule 37(c)(1) is a “self-executing sanction, and the motive or reason for the failure is irrelevant,” bad faith is not required and sloppy response to a discovery request is not “substantial justification” under the Rule. *Elion v. Jackson*, 2006 U.S. Dist. LEXIS 63854 at *3 (D. D.C. 2006).

ARGUMENT

In this case, an affirmative sanction is warranted, due to the malfeasance – *e.g.*, perjurious affidavits on a material issue and the deliberate concealment of key evidence by Defendant. Plaintiff’s discovery requests required Defendants to identify Mr. Ash. Knowing what testimony Mr. Ash would provide and knowing that it was adverse to Defendant’s story, Defendant failed to disclose the existence or identity of Mr. Ash to Plaintiff’s counsel. Griffin Aff. at 2-9; Defendant’s Verified Counter-Complaint β10, filed Oct. 28, 2009 (“Cartinhour was not represented by independent counsel in connection with the preparation and execution of the Partnership Agreement or his initial contribution of \$1,000,000.00.”); Aff. of William C. Cartinhour, Jr. in Opposition to Wade A. Robertson’s Motion for Summary Judgment ββ29-30, filed Dec. 24, 2009 (“I

relied completely upon Robertson . . . I had no other attorney review any of the documents . . .); Aff. of William C. Cartinhour, Jr. in Support of Motion for Partial Summary Judgment β 10, filed April 1, 2010 (“I was not represented by independent counsel at the time to review the Partnership Agreement.”); Aff. of William C. Cartinhour, Jr. in Support of Motion for Partial Summary Judgment β 18, filed April 1, 2010 (“I was not represented by independent counsel at the time to review the Business Agreement and counsel me as to its terms and effect.”). Plaintiff’s counsel only discovered Mr. Ash’s identity, contact information and testimony through independent investigation and the taking of his deposition. Therefore, pursuant to Rule 26(g), 37(c) or the Court’s inherent authority, Defendant should be sanctioned for attempting to hide this adverse witness from discovery, which harmed Plaintiff by increasing litigation costs. In fact, it harmed Plaintiff because it perpetuated bad-faith litigation.

Defendant’s attorneys were not reasonable in their discovery responses: the responses stated that Defendant had not discussed Mr. Robertson or the partnership agreement with any attorney other than those listed. Griffin Aff. at 2-9. This is patently false. Griffin Aff. at 10. Defendant in fact discussed the proposed partnership with his attorney, Mr. Ash, and gave Mr. Ash a document outlining the proposed business relationship. *Id.*, Ash Depo. at 17-23, Furthermore, Defendant’s attorneys knew of Mr. Ash’s existence and what his testimony would be. *Id.*, Ash Depo. at 25-27 (Q: What did you tell [Defendant’s counsel in the fall of 2009]? A: Essentially the same thing that I just said in this deposition. I told him what concerns I had raised with Dr. Cartinhour in connection with [the Partnership].). While a signer who signs a discovery response under Rule 26(g) is not charged with ensuring the absolute truth of every statement in such a

response, a signer does certify that he made a reasonable inquiry into the truth of the response and, to the best of his knowledge, the response is accurate. The touchstone is reasonableness. *See e.g. Fretz v. Keltner*, 109 F.R.D. 303 (D. Kan. 1986). The failure to include Mr. Ash in his discovery responses and the certification of Defendant as to their veracity violates the discovery rules, and sanctions are mandatory. F.R.C.P. 26(g) (the court “must impose an appropriate sanction on the signer, the party on whose behalf the signer was acting, or both”).

Most similar to the case at bar is *Langer v. Presbyterian Medical Ctr.*, 1995 U.S. Dist. LEXIS 2199 (E.D. Pa. 1995). *Langer* involved a doctor suing the hospital that hired him and his insurer for disability benefits. The case settled except for a dispute as to the insurer’s conduct during discovery. Analogous to this case, in *Langer*, the hospital claimed that the insurer had tried to conceal a potentially damaging witness from the hospital. The hospital made a discovery request asking the insurer for the names of any witnesses who “may have relevant information or knowledge which is relevant to the subject matter of this lawsuit or which may lead to the discovery of information relevant to the subject matter of this lawsuit.” *Id.* at *3. In its response, the insurer provided the hospital with four names but left out the potentially damaging witness. As Defendant’s counsel did here, before responding to the discovery request, the defendant in *Langer* had contact with the witness and knew that he might have relevant information. *Id.* at *5.

The court found the omission to be a violation of Rule 26(g), stating that the plaintiff may not:

unilaterally nullify him, attempt to hide his identity so as to make him an utter non-witness. The fact is that, whatever the weight of his word, [the witness] had information which may have been relevant to the subject matter of the

[underlying] lawsuit, which information [the insurer] kept from the opposition by the simple illicit device of omitting his name.

Id at *7. As such, the *Langer* defendant was awarded sanctions of costs, expenses, and attorney's fees resulting from the omission of the witness's name.

Defendant's malfeasance here is identical to that of the party sanctioned in *Langer*. As shown in the Deposition of Mr. Ash, Defendant's counsel knew months prior to their discovery responses that Mr. Ash had had conversations with Defendant relating to Mr. Robertson and the possibility of a partnership. *Griffin Aff.* at 10, *Ash Depo.* at 16-24. Such information is relevant because, Dr. Cartinhour claimed he was not advised prior to entering into the partnership with Mr. Robertson, but, as Mr. Ash's testimony shows, Defendant was counseled by Mr. Ash of the inadvisability of entering into the business relationship prior to entering into the business deal. *Id.* Mr. Ash also advised Dr. Cartinhour to obtain additional information for Mr. Ash to review. *Id.*, *Ash Depo.* at 24 ("I guess I sort of viewed it as implicit that at least I wouldn't advise him to go forward unless I looked at the other stuff."). Defendant knew of Mr. Ash, his contact information and what his testimony would be. *Id.*, *Ash Depo.* at 25-27. Yet, Defendant never disclosed Mr. Ash in his discovery responses and omitted Mr. Ash's name, contact information and testimony. *See Griffin Aff.* at 5, Ex. 4 ("the only attorneys I spoke to relating to Mr. Robertson are (1) Suzanne Duvall, Esquire, (2) Schibani and Associates, and (3) my current counsel, Selzer Gurvitch Rabin and Obecnny, Chtd."). As in *Langer*, Defendant knew of Mr. Ash "before they put pen to paper" and sent in his incomplete

discovery response. *Id.* at 39. Such behavior is a violation of Rules 26(g) and 37(c) and sanctions are mandatory.⁵

Indeed, “Courts have inherent equitable powers to dismiss actions or enter default judgments for failure to prosecute, contempt of court, or abusive litigation practices.”

TeleVideo Systems, Inc. v. Heidenthal, 826 F.2d 915, 916 (9th Cir. 1987). When courts

have encountered perjury, they have often found it appropriate to order dismissal, *See*

Chavez v. City of Albuquerque, 402 F.3d 1039 (10th Cir. 2005), *Radecki v.*

GlaxoSmithKline, 646 F. Supp. 2d 310 (D. Conn. 2009), to order default judgment,

Bernal v. All Am. Inv. Realty, Inc., 479 F. Supp. 2d 1291 (S.D. Fla. 2006), and to order

relief from judgment, *Abrahamsen v. Trans-State Express*, 92 F.3d 425 (6th Cir. 1996).

In *Knapp v. Convergys Corp.*, 209 F.R.D. 439 (E.D. Mo. 2002), a case extremely similar

to the one at bar, the court laid out the test for when the sanction of dismissal is

appropriate. Dismissal is proper when a court finds “(1) clear and convincing evidence

⁵ Rule 37(c) authorizes sanctions when a party fails to disclose a witness or evidence that is required under Rule 26(a) or Rule 26(e). Rule 26(e) requires a party who responds to an interrogatory or request for production of documents to supplement the answer and correct any misrepresentations or falsehoods in the response. As shown *supra*, Defendant’s response to Interrogatory number 19 improperly omitted Mr. Ash from the list of attorneys with whom Defendant had discussed Mr. Robertson. Defendant had a duty under Rule 26(e) to correct such an inaccurate disclosure. He failed to do so and Mr. Robertson’s attorney was forced to undertake an independent investigation which ultimately turned up Mr. Ash’s name and role in the underlying dispute. Defendant’s actions violated Rule 26(e) and are therefore sanctionable under Rule 37(c).

that the misconduct occurred, and (2) that a lesser sanction would not sufficiently punish and deter the abusive conduct, while allowing a full and fair trial on the merits.” *Id.* at 442 (quoting *Martin v. DaimlerChrysler Corp.*, 251 F.3d 691, 694-95 (8th Cir. 2001)). In *Knapp*, the Court found clear and convincing evidence that the plaintiff had given perjurious answers to interrogatories and depositions by deliberately withholding responsive information. As such, the *Knapp* court found it proper to dismiss the case.

Here, both elements of the *Knapp* test are met. First, clear and convincing evidence shows that Defendant and/or his attorneys knew of Mr. Ash and knew of his potential testimony relating to the substance of this case but chose to withhold and conceal Mr. Ash’s identity and testimony. Second, no lesser sanction would be appropriate. In *Chavez*, supra, the Court eschewed sanctions lesser than dismissal, holding that

because the perjurious testimony was given under oath, an additional warning would have been superfluous at best. "Once a witness swears to give truthful answers, there is no requirement to warn him not to commit perjury or, conversely to direct him to tell the truth. It would render the sanctity of the oath quite meaningless to require admonition to adhere to it."

Chavez, 402 F.3d at 1045. (quoting *Webb v. Texas*, 409 U.S. 95, 97 (U.S. 1972)).

Because the Court in *Chavez* found that a lesser punishment would fail to discourage further perjurious statements or omissions, dismissal was the only appropriate solution. Here, too, dismissal would be appropriate; if the requirements of honesty and cooperation embodied in the Federal Rules of Civil Procedure and the Rules of Professional Responsibility fail to constrain Defendant from making perjurious statements and omissions and false statements, anything less than dismissal would be inadequate.

Furthermore, Mr. Robertson was harmed by Defendant's concealment of Mr. Ash. First and foremost, Mr. Ash's testimony revealed that Dr. Cartinhour's counter-claims were brought in bad faith. Second, Mr. Robertson's discovery costs, attorney fees, and other litigation expenses increased unnecessarily because Defendant and his attorneys kept withholding the identity of Mr. Ash. Mr. Robertson had extremely limited resources to pursue discovery, since the Court has frozen and seized all of his money. As a result of Defendant's malfeasance and the additional costs incurred, Mr. Robertson was unable to depose other witnesses.

CONCLUSION

Due to Defendant's willful malfeasance, Plaintiff requests that the Court consider the following sanctions:

- Dr. Cartinhour's counter-claims must be dismissed with prejudice, a default judgment should be entered, the matters of perjury and obstruction of justice should be referred to the United States Attorney's Office, and Dr. Cartinhour should be ordered to reimburse Mr. Robertson for all his fees and costs incurred in defending against the false claims.
- Alternatively, bar Defendant from calling any witness at trial who has not already been deposed; bar Defendant from falsely representing that Plaintiff was sole counsel for Defendant, and/or that Defendant was not represented or advised by independent counsel in relation to the W.A.R. LLP Partnership documents; order Defendant pay costs and attorney's fees incurred by Plaintiff for discovering the identity, contact information and testimony of Mr. Ash, including deposition

costs; and order Defendant pay costs and attorney's fees incurred by Plaintiff for bringing this motion.

Respectfully submitted,

IN THE UNITED STATES DISTRICT COURT FOR
DISTRICT OF COLUMBIA

_____)	
WADE ROBERTSON)	
)	Civil Action No. 1:09-cv-1642
<i>Plaintiff</i>)	Hon. Judge Huvelle
)	
v.)	
)	
WILLIAM C. CARTINHOOR, JR.)	
)	
<i>Defendant</i>)	
_____)	

AFFIDAVIT OF EDWARD GRIFFIN

I, Edward Griffin, being duly sworn, do hereby certify and state as follows:

1. I am over 18 years of age. I am competent to testify, and I have personal knowledge of the matters asserted herein.
2. A true and correct copy of Defendant's Responses to Plaintiff's First Set of Amended Interrogatories dated February 15, 2010, is attached hereto as Exhibit 1.
3. A true and correct copy of an email from Plaintiff's counsel to Defendant's counsel dated March 18, 2010, is attached hereto as Exhibit 2.
4. A true and correct copy of an email from Plaintiff's counsel to Defendant's counsel dated May 19, 2010, is attached hereto as Exhibit 3.
5. A true and correct copy of Defendant's Supplemental Answers to Plaintiff's First Set of Amended Interrogatories dated May 27, 2010, is attached hereto as Exhibit 4.

6. A true and correct copy of Defendant's Supplemental Responses to Plaintiff's First Request for Production of Documents dated May 27, 2010, is attached hereto as Exhibit 5.
7. A true and correct copy of Defendant's Responses to Plaintiff's Second Request for Production of Documents dated June 17, 2010, is attached hereto as Exhibit 6.
8. A true and correct copy of an email from Plaintiff's counsel to Defendant's counsel dated June 28, 2010, is attached hereto as Exhibit 7.
9. A true and correct copy of an email from Plaintiff's counsel to Defendant's counsel dated July 6, 2010, is attached hereto as Exhibit 8.
10. A true and correct copy of the Transcript of Deposition of Robert L. Ash, Esquire dated July 14, 2010, is attached hereto as Exhibit 9.
11. A true and correct copy of an email from Mr. Bramnick to Mr. Ash dated November 3, 2009, is attached hereto as Exhibit 10.
12. On or about June 25, 2010, I, through independent investigation, obtained the identity and contact information for Mr. Ash from a third party.
13. True and correct copy of page excerpts from the verified Answer and Counter-Complaint (D.D.C. Doc 2) filed by Mr. Cartinhour in this action is attached hereto as Exhibit 11.
14. A true and correct copy of a partnership document between Mr. Cartinhour and Mr. Robertson, an "Attestation and Certification of No Attorney-Client Relationship", which was filed in this action as D.D.C. Doc 27-1 is attached hereto as Exhibit 12.

15. A true and correct copy of a partnership document between Mr. Cartinhour and Mr. Robertson, an "Agreement" dated September 16, 2004, which was filed in this action as D.D.C. Doc 27-1 is attached hereto as Exhibit 13.
16. True and correct copies of page excerpts from a sworn affidavit filed by Mr. Cartinhour in this action (as D.D.C. Doc 20-1) in opposition to a motion to dismiss are attached hereto as Exhibit 14.
17. True and correct copies of page excerpts from a sworn affidavit filed by Mr. Cartinhour in this action (as D.D.C. Doc 97-19) in support of a motion for partial summary judgment are attached hereto as Exhibit 15.

I, Edward Griffin, Esq., do hereby state and affirm that the foregoing statements are true and accurate, to the best of my knowledge under penalty of perjury, this 8th day of September, 2010, in the State of Maryland.

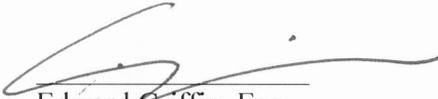

Edward Griffin, Esq.

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WADE A. ROBERTSON

Plaintiff,

v.

WILLIAM C. CARTINHOOR, JR.,

Defendant.

:
:
:
: Civil Action No. 1:09-cv-1642
: Hon. Judge Huvelle
:
:

**DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST SET OF AMENDED
INTERROGATORIES**

COME NOW the Defendant/Counter-Plaintiff, William C. Cartinhour, Jr., by and through undersigned counsel, and in response to Plaintiff/Counter-Defendant's First Set of Amended Interrogatories, hereby submits the following:

GENERAL OBJECTIONS

1. Defendant objects to each and every Interrogatory to the extent that said Interrogatory seeks information protected by the attorney/client privilege, the attorney work product privilege, and the privilege against discovery of information, documents or tangible things prepared in anticipation of litigation or trial.
2. Defendant objects to each and every Interrogatory to the extent that it seeks information or the instructions thereto seek information that is inconsistent with the Rules of this Court.
3. Defendant objects to each and every Interrogatory to the extent that it seeks information that is neither relevant to the subject matter involved in the litigation nor reasonably calculated to lead to the discovery of admissible evidence.
4. Defendant objects to each and every Interrogatory to the extent it is unduly burdensome and oppressive, vague and ambiguous, overly broad, annoying or harassing.
5. Defendant reserves the right to seek an appropriate protective order with regard to any of the above objections, confidential information or any matter objected to in the body of the answers contained herein.

Exhibit 1

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: Please state the full name, title, and business address of the person or persons who prepared Your Answers to these Interrogatories.

RESPONSE: My attorneys prepared my responses. Their contact information is below.

INTERROGATORY NO. 2: State Your full name, current address, social security number, date of birth, marital status, all names previously used by You, and any and all businesses, business ventures, partnerships, companies, joint ventures or other business entities or endeavors in which You (i) have/had an interest, (ii) have participated, and/or (iii) have/had an ownership interest within the last ten (10) years.

RESPONSE: Objection to the production of my social security number on grounds that it will not lead to the discovery of admissible evidence. William C. Cartinhour, Jr.; 10500 Rockville Pike, Rockville, Maryland 20852; Single.

INTERROGATORY NO. 3: Identify all persons who have or are likely to have personal knowledge of any facts alleged in the Complaint, the Answer and/or Counterclaims, and state the subject matter of the personal knowledge each such person has or is likely to have, and identify any other person not otherwise mentioned in your Answers to these Interrogatories who You believe may have personal knowledge of any facts material to this case or may have information in response to these Interrogatories.

RESPONSE:

Wade A. Robertson

John Watts – Mr. Watts was named as the lead plaintiffs' attorney in the Litigation. He may have information relevant to the Litigation, Mr. Robertson and his involvement in the Litigation, W.A.R., LLP, and my contributions to the Partnership.

Ty Clevinger - Mr. Clevinger was an attorney in the Litigation. He may have information relevant to the Litigation, Mr. Robertson and his involvement in the Litigation, W.A.R., LLP, and my contributions to the Partnership.

Vesna Kustudic - Ms. Kustudic is a friend of mine and knows Mr. Robertson. She is generally familiar with the facts and circumstances surrounding the Partnership.

Tatjana Misic - Ms. Misic is a friend of Mr. Robertson. Ms. Misic introduced me to Mr. Robertson and encouraged me to form a Partnership with him to fund the Litigation. She may have facts or information relevant to the Partnership and my financial contributions.

Tanya Miliecvic - Ms. Miliecvic is a friend of mine and knows Mr. Robertson. She is generally familiar with the facts and circumstances surrounding the Partnership.

I expressly reserve the right to supplement this response as facts and information become available to me in the discovery process.

INTERROGATORY NO. 4: Identify each person whom You expect to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the findings and opinions to which the expert *is* expected to testify, provide a summary of the grounds for each opinion, and attach to Your answers any written report made by the expert concerning those findings and opinions, and provide any additional information required by Fed.R.Civ.P.26(A)(2)(a).

RESPONSE: None at this time. I expressly reserve the right to supplement this response.

INTERROGATORY NO. 5: Identify and describe all communications and correspondence between You and any parties or third parties referring or relating to any claims made or facts alleged in the Complaint, the Answer, and/or Counterclaims.

RESPONSE: Objection. Interrogatory No. 5 is overly broad and unduly burdensome, as it is impossible to name every conversation and communication I had with every party and third-party for the last seven years. Without waiving that objection, see my document production and answers to other interrogatories herein. Additionally, when Robertson was first introduced to me, he claimed that he was a lawyer working on a class action securities case versus Credit Suisse and other financial institutions. He told me the case was worth billions of dollars. Robertson stated that he was looking for an investor to cover the out-of-pocket costs and expenses in pursuing the litigation, and in exchange, I would receive a fixed percentage of any recovery, which he claimed would be hundreds of millions. The investment was not to pay his and other lawyer's time working on the case. If they did not recover, I would receive my money back, with accrued interest. He described the case to me as a "sure thing".

When he presented me for the first time with the partnership agreement, he stated that this was a "mere formality" and nothing to be concerned about. He did not explain the terms, substance or purpose of the provisions therein. He did the same with the business agreement and indemnification and release agreement.

As the Litigation progressed, he represented that the case continued to get "stronger" (even after it had been dismissed, a fact which he did not explain to me at the time). In or about Spring, 2006, Robertson became very evasive and difficult to get in touch with. When he would respond to my inquiries, he would not clearly explain the status of the Litigation. On several occasions during 2007/2008 he represented that he would be "Re-filing" a Complaint. Robertson ignored my inquiries as to the status of my

\$3,500,000. He never explained to me that he had loaned himself the money. I was not aware of this and surely did not approve such conduct.

INTERROGATORY NO 6: Identify each and every false, misleading and/or negligent representation or omission that You allege to have been made by Wade Robertson, including in Your answer the date each such representation was made, the identity of the person who made such representation, the substance or the representation, the identity of all documents relating to the representation, and the identity of all persons who witnessed the representation.

RESPONSE: Robertson's fraud, misrepresentations, and omissions include:

- Stating that the Litigation was worth more than 20 billion dollars;
- Stating that the Litigation was a "sure thing";
- Stating that if I invested I would received more than \$500 million dollars;
- Stating that if the Litigation was unsuccessful I would receive the money I invested back;
- Stating that the money I invested would only go towards the costs of the Litigation and not to pay him for his time;
- Misrepresenting and omitting the substantive terms and effect of the Business Agreement;
- Misrepresenting and omitting the substantive terms and effect of the Partnership Agreement and Amended Partnership Agreements;
- Misrepresenting the procedural status of the Litigation;
- Omitting to disclose that the Litigation had been dismissed;
- Stating that the case continued to "grow stronger" after it had been dismissed;

- Stating that the case would still be “wildly successful” after it had been dismissed, and similar assertions;
- Taking personal “loans” from the money I contributed to the Partnership;
- Failing to disclose the foregoing fact;
- Stating that I “encouraged” him to take these loans or otherwise had knowledge of this fact (I only first learned about these loans when Robertson produced his accounting for the Court on January 4, 2010);
- Misrepresenting the time he spent working on the case (I only learned this when Robertson produced his accounting for the Court on January 4, 2010);
- Stating that he “convinced” co-counsel to allow me to contribute additional funds to the Partnership;
- Misrepresenting and omitting the substantive terms and effect of the Release Agreement;
- Stating that the Release was “part of the partnership papers, a mere formality, and nothing to be concerned about”;
- Having me contribute an additional \$1,500,000 a mere three (3) days after signing the Release and after the Litigation had been dismissed;
- Stating that he was working on “re-filing” the complaint (after it had been dismissed);
- Failing to answer my inquiries regarding the status of my contributions and the Litigation;
- See other Answers contained herein.

INTERROGATORY NO. 7: Explain with specificity Your relationship with Mr. Wade Robertson, including, but not limited to, Your allegation that Mr. Wade Robertson represented you as an attorney.

RESPONSE: I was introduced to Robertson in 2004. He told me he was an attorney and he acted as such. He was very friendly and attentive to me, and quickly garnered my trust. He advised and counseled me on Litigation and the Partnership we formed. He was also giving me extensive legal advice and counseling on a number of other matters, including (1) my will, codicil and trust, (2) appointing himself as executor of my estate, (3) preparing a comprehensive analysis of a will contest in the event of my death, (4) providing legal advice and counseling on TCT, LLC, and both acting and holding himself out as general counsel of TCT, (5) giving me tax advice.

I always thought and believed Robertson was my attorney, advisor, confidant, and business partner, and trusted him accordingly.

INTERROGATORY NO. 8: Explain with specificity Your relationship with Tatjana Mistic, Aleksandar Popovic and/or Vesna Kustudic including, but not limited to, all contracts or agreements entered into by and between You and Tatjana Mistic, Aleksandar Popovic and/or Vesna Kustudic.

RESPONSE: Tatjana Mistic and Vesna Kustudic are my friends and partners in the Serbian foundation. Mr. Popovic is the attorney for the Serbian foundation.

INTERROGATORY NO. 9: Explain the factual basis of the contention in paragraph 11 of the Defendant's Counterclaims that "Cartinhour's only method of acquiring information regarding the Litigation thereafter was by and through Robertson" and identify all documents relating thereto.

RESPONSE: I have no legal training or other legal background that would enable me to find and review court records and proceedings, or even understand those matters if I was able to secure these documents. I do not have access to a computer to monitor the docket or proceedings online, nor was I aware this could be done. I did not know how or where to go for information related to the case. Moreover, Robertson told me I was not allowed to talk to anyone about the case because it was "confidential" so I could not inquire with anyone.

INTERROGATORY NO. 10: Explain the factual basis of the contention in paragraph 17 of the Defendant's Counterclaims that "Robertson, however, did not disclose this critical fact to Cartinhour or explain to him its effect on the Litigation," and identify all documents relating thereto.

RESPONSE: Robertson did not fully explain that the case had been dismissed, or the effect of a dismissal. As a layman, I had no idea what a dismissal meant or that it fully terminated the case. Robertson mentioned several times that there was a "procedural snag", but stated that it was nothing to be concerned about. He kept telling me things were on the right track and growing "stronger". Therefore, I did not believe there was anything to be concerned about related to the Litigation. All documents have or will be produced.

INTERROGATORY NO. 11: Explain the factual basis of the contention that Wade Robertson is liable under Counts I, II, III, IV, V, VI, VII and VIII of Defendant's Counterclaims.

RESPONSE: Objection. Interrogatory No. 11 calls for legal conclusions. Without waiving the objection, the factual basis is noted in the Counter-Complaint.

INTERROGATORY NO. 12: Explain the factual basis of the contention that Plaintiff's complaint is barred by Defendant's Affirmative Defenses I, II, III, IV, V, VI, VII, VIII, IX and X.

RESPONSE: Objection. Interrogatory No. 12 calls for legal conclusions.

INTERROGATORY NO. 13: Identify whether You ever read any of the contract(s) or agreement(s) You entered into between Mr. Robertson and Yourself, identify the contract(s) or agreement(s), and the date You read the contract(s) or agreement(s). In addition, identify each and every employee, agent or representative of Yours that read the contract(s) or agreement(s), identify the contract(s) or agreement(s) they read, and the date they read the contract(s) or agreement(s).

RESPONSE: Robertson wrote the documents and explained them to me as my attorney and partner. I tried to read some of the Agreements but did not understand the substance, terms, effect, or purpose of these documents. Robertson explained the Agreements to me. As my attorney, business partner, and confidant, I fully relied upon him to accurately explain Agreements to me.

INTERROGATORY NO. 14: Explain the factual basis of the contention in paragraph 25 of the Defendant's Counterclaims that "Robertson failed and refused to respond to Cartinhour's inquiries and numerous letters concerning the status of the Litigation," and identify all documents relating thereto.

RESPONSE: Beginning in or about Spring/Summer 2006, it became very difficult to reach Robertson. My calls and letters would go unanswered for months at a time. He was far less accessible than he was previously. I wanted to know what the status of the Litigation and my \$3,500,000, but he was being extremely evasive. Those limited

occasions he would speak to me or write me during this period, he would not answer my questions related to my money.

INTERROGATORY NO. 15: Explain the factual basis of the contention in paragraph 33 of the Defendant's Counterclaims that "Cartinhour paid Robertson at least \$50,000.00 for legal services rendered," and identify all documents relating thereto.

RESPONSE: I wanted to compensate Robertson for the legal services he was performing for me during this period, so I wrote him a check for \$40,000, which he accepted. See Answer No. Seven (7) for the legal services he performed on my behalf.

INTERROGATORY NO. 16: Explain the factual basis of the contention in paragraph 45 of the Defendant's Counterclaims that "Robertson had the exclusive... access to docket information and the status of the Litigation," and identify all documents relating thereto.

RESPONSE: As a lawyer, Robertson was familiar with and had access to the docket. Further, as he was purportedly representing the plaintiffs in the Litigation, he had first hand knowledge of the status of the Litigation. My use of the word "exclusive" in this context was intended to mean exclusive as between he and I in that I had no understanding of how to obtain the information about the Litigation except through Robertson.

INTERROGATORY NO. 17: Explain the factual basis of the contention in paragraph 47 of the Defendant's Counterclaims that "Robertson's representations and/or omissions in this regard were intentional, wanton, gross, oppressive, and were made with actual malice," and identify all documents relating thereto.

RESPONSE: Objection. Interrogatory No. 17 calls for a legal conclusion. Without waiving said objection, see my Answer to Interrogatory No. Six (6); these were intentional misrepresentations and omissions directed at inducing me to enter into the partnership and contribute \$3,500,000 so he could use that money for his own personal use and benefit for purposes unrelated to the Litigation, without my permission. Specifically, Robertson told me that the money I advanced would be used solely for expenses in the Litigation and not for attorney's fees and that any money not used for such expenses would be returned to me with interest. Based upon discovery received to date, each time I advanced money to the Partnership he shortly thereafter "loaned" it to himself. Robertson never advised me of this fact. He did not advise me that there was no need for the money I was investing. He did not verbally tell me that I should have a lawyer look at the documents he prepared for me. He represented to me that the agreements and documents were "mere formalities". See also other answers contained herein.

INTERROGATORY NO. 18: Explain the factual basis of the contention in paragraphs 74-81 of the Defendant's Counterclaims that Defendant has the authority to institute a suit on behalf of W.A.R. LLP, and identify all documents relating thereto.

RESPONSE: Objection. I am an equity owner of W.A.R., LLP. I tried to speak with Robertson about the disposition of the Partnership. He refused to talk to me or respond to my attorney. It is objectively futile to believe he would sue himself.

INTERROGATORY NO. 19: Identify all communications You had with any attorney(s) regarding and/or relating to Plaintiff.

RESPONSE: Objection. All such communications and correspondence are subject to attorney/client privilege, other than those I had with Robertson who was my attorney.

INTERROGATORY NO. 20: Identify all denials, refusals, rejections or repudiations by Mr. Wade Robertson to You for You to review the books and records of the Partnership.

RESPONSE: I cannot recollect every effort I made to find out information related to my \$3,500,000 in contributions, or the corresponding dates. I verbally requested this information on a number of occasions between 2006-2009, to no avail. Further, my attorneys wrote him several letters requesting this information, and he still refused to comply.

INTERROGATORY NO. 21: Identify all denials, refusals, rejections or repudiations by Mr. Wade Robertson to You to provide You with an accounting as provided for in the Partnership Agreement.

RESPONSE: See Answer to Request No. 20.

INTERROGATORY NO. 22: Identify all Your medications taken, mental evaluations, psychological conditions, psychological evaluations, psychiatric evaluations or any other mental or physical conditions that may impair any of Your cognitive abilities, including, but not limited to your ability to enter into a legally binding contract.

RESPONSE: Clonazepam, prescription eye drops, viloxan, hydroxy chlorquine, doxycycline, lumigan, timoptic, codine (occasionally); rheumatoid arthritis, eye condition, glaucoma, heart condition; chronic hypothermia; I see a geriatric psychologist once per month.

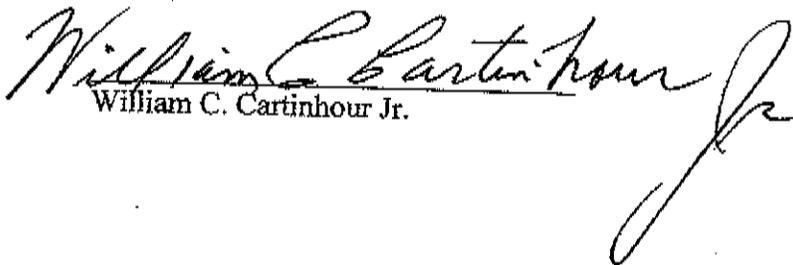
INTERROGATORY NO. 23: Identify all contracts and/or agreements entered into by You in the last ten (10) years.

RESPONSE: The only contracts or agreements I have entered into in the last ten (10) years are related to W.A.R., LLP, or TCT, LLC. Robertson already has information related to those agreements.

INTERROGATORY NO. 24: To the extent You have denied or responded with anything other than an unequivocal affirmative answer to any Request contained in Plaintiffs' First Request for Admissions to You, served herewith, identify and describe all facts to support Your answer(s) and explain the basis for Your denial(s).

RESPONSE: Objection. Interrogatory No. 24 is compound and far exceeds the number of interrogatories permitted under the Rules. Please designate which response to admissions you would like for me to answer.

I SOLEMNLY AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


William C. Cartinhour Jr.

Respectfully submitted,



Patrick J. Kearney, Esquire (Bar No. 382290)
Michael J. Bramnick, Esquire (Bar No. 500756)
Selzer Gurvitch Rabin & Obecný, Chtd.
4416 East West Highway, Suite 400
Bethesda, Maryland 20814-4568
(301) 986-9600

Email: pkearney@sgrolaw.com
mbramnick@sgrolaw.com

Attorneys for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via e-mail and first class mail, postage pre-paid, this 15th day of February 2010 upon Edward N. Griffin, Esquire, Griffin Whitaker LLC, 7474 Greenway Center Drive, Suite 500, Greenbelt, MD 20770.



Michael J. Bramnick

EXHIBIT 2

Edward Griffin

From: Edward Griffin [egriffin@griffinwhitaker.com]
Sent: Monday, June 28, 2010 5:08 PM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'
Subject: FW: Cartinhour

Mike,

See my email below where I asked you to identify the attorney Dr. Cartinhour consulted with prior to entering into the agreements.

Best,

Ed

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Thursday, March 18, 2010 2:52 PM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'; 'Carlton T. Obecny'
Subject: RE: Cartinhour

You have not identified the attorney Dr. Cartinhour consulted with prior to entering into the agreements. I know he has worked with a number of attorneys in the past. Please identify the attorney he had reviewing the business agreement and the partnership agreement. This information is critical to Mr. Robertson's case.

Also, please provide addresses for Tatjana Misic, Aleksandar Popovic and/or Vesna Kustudic. You failed to provide them in your responses to our interrogatories.

Lastly, please produce a privilege log for the privilege documents you identified as responsive to Mr. Robertson's document request number 21, but withheld as privileged.

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Wednesday, March 17, 2010 4:44 PM
To: Edward Griffin
Cc: Patrick J. Kearney; Carlton T. Obecny
Subject: RE: Cartinhour

Ed - we plan on going forward on Monday with all non-jury triable issues.
Mike

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Wednesday, March 17, 2010 4:39 PM
To: Mike Bramnick
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Exhibit 2

Mike, Case: 10-7033 Document: 1265024 Filed: 09/09/2010 Page: 48

It is my understanding from our phone call today with Judge Huvelle that the Judge stated that she intends to consolidate the preliminary injunction on March 22, 2010, with a Rule 65(a)(2) hearing on the merits of Mr. Robertson's claim for declaratory relief with a hearing barring any valid objections. Do you intend to push for a hearing on the merits? Please let me know as I am trying to figure out what discovery I would need to be able to proceed with a merits hearing on such short notice.

Best,

Ed

Edward N. Griffin, Esq.
Griffin Whitaker LLC
7474 Greenway Center Drive, Suite 550
Greenbelt, MD 20770
301.513.5080 (tel)
301.513.5082 (direct)
888.367.0383 (fax)
www.griffinwhitaker.com

EXHIBIT 3

Edward Griffin

From: Edward Griffin [egriffin@griffinwhitaker.com]
Sent: Monday, June 28, 2010 5:10 PM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'
Subject: RE: Cartinhour

Mike,

A third email where I asked you to identify attorneys.

Best,

Ed

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Wednesday, May 19, 2010 5:24 PM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'
Subject: RE: Cartinhour

Mike,

I have amended interrogatory responses that are almost ready to be produced to you. I should be able to get them out tomorrow.

I will expect your amended interrogatory responses shortly. Pursuant to Mr. Robertson's interrogatory number 19 and document request number 21, I am expecting a full disclosure of all agreements that Dr. Cartinhour had with attorneys from September 2004 to the present. If you are claiming that other communications are privileged then, at a minimum, I expect the identification of those attorneys, their addresses and a privilege log. I have been waiting for this information for months. I want to take depositions, but I need you to disclose all of Dr. Cartinhour's attorneys. Please disclose them immediately.

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Friday, May 14, 2010 3:08 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Ed:

Notwithstanding your previous e-mail below, your client has still not produced full and complete Answers to Interrogatories. If these are not produced by early next week, we will have to schedule a call with Judge Huvelle on this matter. Further, your client failed to produce engagement letters and agreements in connection with the Liu matter in response to Request Nos. 6-8 and 22. As you remember, the Judge stated at the last hearing that she considered these discoverable. I hope to receive the foregoing information and documents by the beginning of next week.

Thanks,
Mike

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Thursday, May 06, 2010 4:43 PM
To: Mike Bramnick
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Mike,

I must have missed your Sunday email. I will get you revised interrogatories by the end of next week. I should also have proposed deposition dates for you next Wednesday.

Best,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Wednesday, May 05, 2010 4:05 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: FW: Cartinhour

Ed:
I have not heard back from you in connection with my e-mail below, nor have I received Mr. Robertson's updated discovery responses. Please advise as to the status of this matter. I would like to avoid having to file a Motion to Compel Discovery.
Thanks,
Mike

From: Mike Bramnick
Sent: Sunday, April 25, 2010 10:41 AM
To: 'Edward Griffin'
Cc: Patrick J. Kearney
Subject: Cartinhour

Ed:

Please be advised that your client's interrogatory answers are deficient. Specifically, for Answer Nos. 5, 6, 10, 18 and 19, Mr. Robertson states as follows: "given that mediation is pending in this matter I am providing a limited response at this time in the interests of preserving the resources of the parties and focusing on issues necessary for mediation". This is an insufficient response at this time for obvious reasons. Further, Mr. Robertson objects to fully responding to Interrogatory Nos. 1, 2, 3, 6, 8, 10, 14, 15, 16, 18, 19, and 21, purportedly because they "call for the disclosure of attorney-client or attorney work product protected information, and calls for client confidential information unrelated to this lawsuit." This response is, in itself, insufficient. If this is Mr. Robertson's position, please produce an appropriate privilege log.

If Mr. Robertson is invoking his fifth amendment privilege, he must specifically so state in response to each Interrogatory.

Mike

Mike Bramnick | Attorney At Law
mbramnick@sgrolaw.com
Direct: 301-634-3117 | Office: 301-986-9600 | Fax: 301-986-1301

SELZER GURVITCH
RABIN & OBECNY

CHARTERED

4416 East West Highway, Fourth Floor, Bethesda, MD 20814

www.sgrolaw.com

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IRS Circular 230 Disclosure. IRS rules impose requirements concerning any written federal tax advice from attorneys. To ensure compliance with those rules, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under federal tax laws, specifically including the Internal Revenue Code, or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

WADE A. ROBERTSON	:
	:
Plaintiff,	:
	:
v.	: Civil Action No. 1:09-cv-1642
	: Hon. Judge Huvelle
WILLIAM C. CARTINHOOR, JR.,	:
	:
Defendant.	:

**DEFENDANT'S SUPPLEMENTAL ANSWERS TO PLAINTIFF'S FIRST SET OF
AMENDED INTERROGATORIES**

COME NOW the Defendant/Counter-Plaintiff, William C. Cartinhour, Jr., by and through undersigned counsel, and in response to Plaintiff/Counter-Defendant's First Set of Amended Interrogatories, hereby submits the following Supplemental Answers:

GENERAL OBJECTIONS

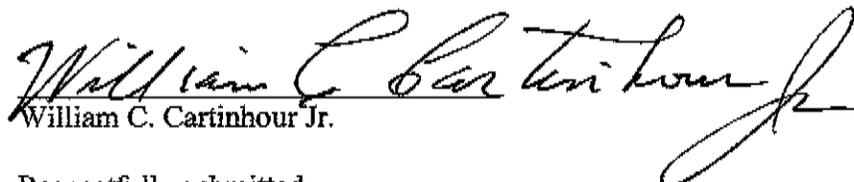
1. Defendant objects to each and every Interrogatory to the extent that said Interrogatory seeks information protected by the attorney/client privilege, the attorney work product privilege, and the privilege against discovery of information, documents or tangible things prepared in anticipation of litigation or trial.
2. Defendant objects to each and every Interrogatory to the extent that it seeks information or the instructions thereto seek information that is inconsistent with the Rules of this Court.
3. Defendant objects to each and every Interrogatory to the extent that it seeks information that is neither relevant to the subject matter involved in the litigation nor reasonably calculated to lead to the discovery of admissible evidence.
4. Defendant objects to each and every Interrogatory to the extent it is unduly burdensome and oppressive, vague and ambiguous, overly broad, annoying or harassing.
5. Defendant reserves the right to seek an appropriate protective order with regard to any of the above objections, confidential information or any matter objected to in the body of the answers contained herein.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 19: Identify all communications You had with any attorney(s) regarding and/or relating to Plaintiff.

RESPONSE: Objection. All such communications and correspondence are subject to the attorney/client privilege, other than those I had with Robertson who was my attorney. Without waiving said objection, the only attorneys I spoke to relating to Mr. Robertson are (1) Suzanne Duvall, Esquire, (2) Schibani and Associates, and (3) my current counsel, Selzer Gurvitch Rabin and Obecnny, Chtd. Duvall's and Mr. Schibani's representation was in connection with my estate planning. The substance of my communications is subject to the attorney-client privilege.

I SOLEMNLY AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


William C. Cartinhour Jr.

Respectfully submitted,


Patrick J. Kearney, Esquire (Bar No. 382290)
Michael J. Bramnick, Esquire (Bar No. 500756)
Selzer Gurvitch Rabin & Obecnny, Chtd.
4416 East West Highway, Suite 400
Bethesda, Maryland 20814-4568
(301) 986-9600

Email: pkearney@sgrolaw.com
mbramnick@sgrolaw.com

Attorneys for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via e-mail and first class mail, postage pre-paid, this 27th day of May 2010 upon Edward N. Griffin, Esquire, Griffin Whitaker LLC, 7474 Greenway Center Drive, Suite 500, Greenbelt, MD 20770.



Michael J. Bramnick

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

WADE A. ROBERTSON	:
	:
Plaintiff,	:
	:
v.	: Civil Action No. 1:09-cv-1642
	: Hon. Judge Huvelle
WILLIAM C. CARTINHOOR, JR.,	:
	:
Defendant.	:

**DEFENDANT'S SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST
REQUEST FOR PRODUCTION OF DOCUMENTS**

COMES NOW, the Defendant/Counter-Plaintiff, William C. Cartinhour, Jr., by and through undersigned counsel, and in Response to the Plaintiff/Counter-Defendant's, Wade A. Robertson, First Request for Production of Documents, hereby submits the following:

GENERAL OBJECTIONS

1. Defendant objects to each and every document request of Plaintiff to the extent that the documents requested are protected by the attorney/client privilege, the accountant/client privilege, the attorney work-product privilege, the privilege against the discovery of information, documents or tangible things prepared in anticipation of litigation or trial, and the privilege against discovery of any confidential and proprietary information or documents held by Defendant. To the extent that Defendant has produced any such protected documents as listed above, any such disclosures shall be deemed involuntary and inadvertent and shall not be deemed a general waiver of any privilege.

2. Defendant objects to the Plaintiff's document requests to the extent that they seek information that is neither relevant to the subject matter involved in this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

3. Defendant objects to the Plaintiff's document requests to the extent that they are unduly burdensome and oppressive, vague and ambiguous, overly broad, annoying or harassing.

4. Defendant reserves the right to seek an appropriate Protective Order with regard to any of the above objections or privileges.

5. Notwithstanding the above-stated general objections and assertions of privilege, but with complete reservation of rights to assert said objections and privileges throughout discovery in connection with this action, Defendant will provide to the Plaintiff the non-privileged and relevant documentation within the scope of its request.

RESPONSES

REQUEST NO. 21: Any document or communication identified in response to Plaintiff's Interrogatory No. 19.

RESPONSE NO. 21: Objection. Any such documents are subject to the attorney-client privilege. Without waiving said objection, all such documents have previously been produced other than those direct communications by and between (1) Cartinhour and Selzer Gurvitch Rabin and Obecnny, Chtd., and (2) Cartinhour and Albert Schibani, Esq.

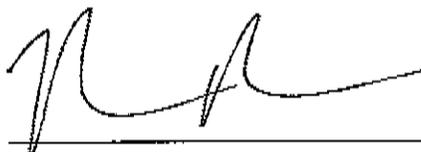
Respectfully submitted,



Patrick J. Kearney, Esquire (Bar No. 382290)
Michael J. Bramnick, Esquire (Bar No. 500756)
Selzer Gurvitch Rabin & Obecnny, Chtd.
4416 East West Highway, Suite 400
Bethesda, Maryland 20814-4568
(301) 986-9600
Email: pkearney@sgrolaw.com
mbramnick@sgrolaw.com
Attorneys for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via e-mail and first class mail, postage pre-paid, this 27 day of May 2010 upon Edward N. Griffin, Esquire, Griffin Whitaker LLC, 7474 Greenway Center Drive, Suite 500, Greenbelt, MD 20770.



Michael J. Bramnick

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

WADE A. ROBERTSON	:
	:
Plaintiff,	:
	:
v.	: Civil Action No. 1:09-cv-1642
	: Hon. Judge Huvelle
WILLIAM C. CARTINHOOR, JR.,	:
	:
Defendant.	:

**DEFENDANT'S RESPONSES TO PLAINTIFF'S SECOND REQUEST FOR
PRODUCTION OF DOCUMENTS**

COMES NOW, the Defendant/Counter-Plaintiff, William C. Cartinhour, Jr., by and through undersigned counsel, and in Response to the Plaintiff/Counter-Defendant's, Wade A. Robertson, Second Request for Production of Documents, hereby submits the following:

GENERAL OBJECTIONS

1. Defendant objects to each and every document request of Plaintiff to the extent that the documents requested are protected by the attorney/client privilege, the accountant/client privilege, the attorney work-product privilege, the privilege against the discovery of information, documents or tangible things prepared in anticipation of litigation or trial, and the privilege against discovery of any confidential and proprietary information or documents held by Defendant. To the extent that Defendant has produced any such protected documents as listed above, any such disclosures shall be deemed involuntary and inadvertent and shall not be deemed a general waiver of any privilege.

2. Defendant objects to the Plaintiff's document requests to the extent that they seek information that is neither relevant to the subject matter involved in this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

3. Defendant objects to the Plaintiff's document requests to the extent that they are unduly burdensome and oppressive, vague and ambiguous, overly broad, annoying or harassing.

4. Defendant reserves the right to seek an appropriate Protective Order with regard to any of the above objections or privileges.

5. Notwithstanding the above-stated general objections and assertions of privilege, but with complete reservation of rights to assert said objections and privileges throughout discovery in connection with this action, Defendant will provide to the Plaintiff the non-privileged and relevant documentation within the scope of its request.

RESPONSES

REQUEST NO. 1: Any Document or Communication to, from, or in your possession relating to the Partnership and/or W.A.R., LLP.

RESPONSE NO. 1: All such documents have previously been produced.

REQUEST NO. 2: Any Document or Communication to, from, or in your possession relating to Wade Robertson.

RESPONSE NO. 2: All such documents have previously been produced.

REQUEST NO. 3: Any Document or Communication to, from, or in your possession relating to Vesna Kustudic.

RESPONSE NO. 3: None.

REQUEST NO. 4: Any Document or Communication to, from, or in your possession relating to Tanja Milicevic.

RESPONSE NO. 4: None.

REQUEST NO. 5: Any Document or Communication to, from, or in your possession relating to Tatjana Misic.

RESPONSE NO. 5: None.

REQUEST NO. 6: Any Document or Communication to, from, or in your possession relating to any statements made by you to any agent of the federal government.

RESPONSE NO. 6: None.

REQUEST NO. 7: Any Document or Communication to, from, or in your possession relating to Aleksander Popovic.

RESPONSE NO. 7: Objection. Any such documents are subject to the attorney-client privilege. Without waiving that objection, no such documents exist.

REQUEST NO. 8: Any Document or Communication to, from, or in your possession relating to TCT Group, LLC.

RESPONSE NO. 8: All such documents have previously been produced.

REQUEST NO. 9: Any Document or Communication to, from, or in your possession relating to retaining legal services.

RESPONSE NO. 9: None.

REQUEST NO. 10: Any Document or Communication to, from, or in your possession relating to Mr. or Mrs. Duvall.

RESPONSE NO. 10: Objection. Any such documents are subject to the attorney-client privilege. Without waiving said objection, no documents exist.

REQUEST NO. 11: Any Document or Communication to, from, or in your possession relating to Mr. Albert Schibani.

RESPONSE NO. 11: Objection. Any such documents are subject to the attorney-client privilege. A corresponding privilege log will be produced.

REQUEST NO. 12: Any Document or Communication to, from, or in your possession relating to your attorney(s) from January 1, 2004 to January 1, 2008.

RESPONSE NO. 12: Objection. Any such documents are subject to the attorney-client privilege. Without waiving my objection, Robertson acted as my counsel and all such documents have been produced.

REQUEST NO. 13: Any Document or Communication to, from, or in your possession relating to an attorney(s) from January 1, 2004 to January 1, 2008.

RESPONSE NO. 13: See Answer to Request No. 12.

REQUEST NO. 14: Any Document or Communication to, from, or in your possession relating to your medications taken, mental evaluations, psychological conditions, psychological evaluations, psychiatric evaluations or any other mental or physical conditions that may impair any of your cognitive abilities.

RESPONSE NO. 14: I am in the process of gathering any such documents and will supplement my answer upon receipt of the responsive records.

REQUEST NO. 15: Any Document or Communication to, from, or in the possession of Defendant referred to in your letter dated January 25, 2006, including, but not limited to, any contract, release, agreement or other document prepared by your counsel to prevent the girls from taking you to the cleaners.

RESPONSE NO. 15: I am not aware of any such documents.

REQUEST NO. 16: Any Document or Communication to, from, or in your possession relating to your Foundation or any other entities owned or controlled by you.

RESPONSE NO. 16: None.

REQUEST NO. 17: Any Document or Communication related to investments in securities, bonds, companies, debt instruments or any other investments for the past Five (5) years.

RESPONSE NO. 17: Objection. The request calls for documents not relevant to the instant proceedings.

Respectfully submitted,



Patrick J. Kearney, Esquire (Bar No. 382290)
Michael J. Bramnick, Esquire (Bar No. 500756)
Selzer Gurvitch Rabin & Obecnny, Chtd.
4416 East West Highway, Suite 400
Bethesda, Maryland 20814-4568
(301) 986-9600
Email: pkearney@sgrolaw.com
mbramnick@sgrolaw.com
Attorneys for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via e-mail and first class mail, postage pre-paid, this 17th day of June 2010 upon Edward N. Griffin, Esquire, Griffin Whitaker LLC, 7474 Greenway Center Drive, Suite 500, Greenbelt, MD 20770.



Michael J. Bramnick

EXHIBIT 7

Edward Griffin

From: Mike Bramnick [mbramnick@sgrolaw.com]
Sent: Monday, June 28, 2010 5:04 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Ed,

Dr. Cartinhour testified at the PI hearing that the husband of his previous lawyer briefly spoke to him directly or indirectly related to making an investment with Wade. He was referencing Larry Ash. My understanding was that there was no attorney-client relationship by formal engagement between Dr. Cartinhour and Mr. Ash. Rather, they had one informal conversation, either directly or through Mr. Ash's wife, prior to Dr. Cartinhour receiving any contracts from Mr. Robertson, but no specifics were ever discussed and Mr. Ash never reviewed the Business Agreement or Partnership Agreement. Whether an attorney client relationship arises out of that depends upon Mr. Ash's testimony – which we have not heard.

Mr. Ash called me today after receiving a message from you related to his deposition. Even Mr. Ash may not be certain at this time whether he was actually Dr. Cartinhour's attorney during the relevant period. However, upon speaking with him, while there is very little he remembers or has to offer in connection with this matter, he may be considered Dr. Cartinhour's attorney in fact, notwithstanding he may not have been formally retained.

I do not recall you ever asking me who Dr. Cartinhour was referencing at the PI Hearing nor was this raised in a discovery request. Further, your e-mail of March 18th asked for us to disclose the attorneys who reviewed the Business Agreement and/or Partnership Agreement. Mr. Ash did not review either. We have timely answered your discovery.

Mike

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Monday, June 28, 2010 4:08 PM
To: Mike Bramnick
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Mike,

In order to assert the privilege then Mr. Ash must have been Dr. Cartinhour's attorney, and it sounds like you are familiar with Mr. Ash and what his testimony will be. Please identify the dates of representation immediately and why you didn't disclose the existence of Mr. Ash in any of your discovery responses. Your failure to disclose him made it incredibly difficult to find him.

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Monday, June 28, 2010 3:41 PM

To: Edward Griffin Case: 10-7033 Document: 1265024 Filed: 09/09/2010 Page: 68
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Ed,
The dates and times are fine.
Dr. Cartinhour will be asserting the attorney-client privilege; however, you can question Mr. Ash as to matters other than the substance of communications, such as whether he signed a retainer/engagement letter, what, if any, documents he reviewed, and whether and when he spoke to Dr. Cartinhour.

Thanks,
Mike

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Monday, June 28, 2010 3:27 PM
To: Mike Bramnick
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Mike,

I will be taking Robert L. Ash's deposition on July 1 at 2pm at 1627 I Street, NW, Suite 1100, Washington, DC 20006-2004. Please let me know in advance if you will be claiming the attorney client privilege so that we can resolve the issue with Judge Huvelle in advance. He is on vacation next week so that is the only date that worked for him.

I also plan to take Patricia Bennett's deposition on July 6th at 3:30 pm at 1627 I Street, NW, Suite 1100, Washington, DC 20006-2004. Again, please let me know in advance if you will be claiming the attorney client privilege so that we can resolve the issue with Judge Huvelle in advance.

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Monday, June 28, 2010 2:03 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Ed,
I am waiting for you to clear a date with us for Dr. Cartinhour's deposition? Please advise.
Also, while I thought we were avoiding taking depositions on the 5th for the holiday, please confirm what non-party depositions you are seeking and what are your proposed dates? Our calendars are filling up so we would like to get this set.
Thanks,
Mike

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Friday, June 25, 2010 10:26 AM
To: Mike Bramnick

Case: 10-7033 Document: 1265024 Filed: 09/09/2010 Page: 69
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Mike,

You can send me the depo notice by email. Do we have a date for Dr. Cartinhour's deposition? I am prepared to move forward with that deposition. Also, please let me know your availability for the 5th and 6th for non-party depositions.

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Thursday, June 24, 2010 4:12 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: Cartinhour

Ed,
The deposition will take place at 10:00 on July 7th at our office in Bethesda. I will send you a formal notice of the same.
Thanks,
Mike

Mike Bramnick | Attorney At Law
mbramnick@sgrolaw.com
Direct: 301-634-3117 | Office: 301-986-9600 | Fax: 301-986-1301

SELZER GURVITCH
RABIN & OBEENY

CHARTERED

4416 East West Highway, Fourth Floor, Bethesda, MD 20814
www.sgrolaw.com

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IRS Circular 230 Disclosure. IRS rules impose requirements concerning any written federal tax advice from attorneys. To ensure compliance with those rules, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under federal tax laws, specifically including the Internal Revenue Code, or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

EXHIBIT 8

Edward Griffin

From: Edward Griffin [egriffin@griffinwhitaker.com]
Sent: Tuesday, July 06, 2010 12:10 PM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'
Subject: RE: Cartinhour

Mike,

I propose filing a joint motion for an extension of the discovery deadline until July 21, 2010, to provide you an opportunity to provide this discovery. Alternatively, I can file a contested motion to compel. Let me know if we can work this out.

Thanks,

Ed

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Tuesday, July 06, 2010 10:36 AM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'
Subject: RE: Cartinhour

Mike,

I have not received any response. Discovery cutoff is today. I don't want to have to move to compel. Please advise.

At a minimum, I expect dates of representation, scope of services and retain agreements for the following attorneys:

Suzanne Duvail
Robert L. Ash
Patricia Bennett
Albert Schibani

and for:

Carole L. Haynes, (accountant/financial advisor)

Thanks,

Ed

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Monday, June 28, 2010 3:12 PM
To: 'Mike Bramnick'
Cc: 'Patrick J. Kearney'
Subject: RE: Cartinhour

Mike,

I proposed the 30th in my email dated June 25th. Is Dr. Cartinhour available on June 30th to begin at 9:30 am? We can do Dr. Cartinhour's deposition at your offices too as I am sure that would be the most comfortable and convenient location for him. Alternatively, we can do it downtown.

Also, your responses to Plaintiff's Second Requests for Production of Documents are evasive and incomplete. Your response to request number 9 is insufficient. Please produce all retainer letters, agreements or related documents between Dr. Cartinhour and any attorneys, including, but not limited to, your own firm, immediately. Your response to request number 10 is insufficient. Please produce all retainer letters, agreements or related or responsive documents between Dr. Cartinhour and Mr. or Ms. Duval immediately. Additionally, produce all responsive documents in their possession. Alternatively, produce a privilege log immediately. Your response to request number 11 is insufficient. Please produce all retainer letters, agreements or related or responsive documents between Dr. Cartinhour and Mr. Schibani immediately. Additionally, produce all responsive documents in his possession. Alternatively, produce a privilege log immediately. Your response to request number 12 is insufficient. Please produce all retainer letters, agreements or related or responsive documents between Dr. Cartinhour and his attorneys immediately. Additionally, produce all responsive documents in their possession. Alternatively, produce a privilege log immediately. Your response to request number 13 is insufficient. Please produce all retainer letters, agreements or related or responsive documents between Dr. Cartinhour and his attorneys immediately. Additionally, produce all responsive documents in their possession. Alternatively, produce a privilege log immediately. Your response to request number 14 is incomplete. Please produce all responsive documents immediately. Your response to request number 15 is evasive. Please produce all responsive documents. if no documents are responsive then state none. Your response to request number 16 is insufficient. Please produce all responsive document immediately. Your response to request number 17 is inadequate. At a minimum, the documents would be relevant to show Dr. Cartinhour's competence to enter into business transactions during the relevant time period. Please produce all responsive documents immediately. If we do not receive these responses prior to Dr. Cartinhour's deposition and your late responses require us to file a motion to reopen the deposition, then we will seek costs and sanctions. Additionally, if your evasive and incomplete responses result in hiding witnesses from us and your evasive responses require us to file a motion to reopen discovery, then we will seek costs and sanctions

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrrolaw.com]
Sent: Monday, June 28, 2010 2:03 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Ed,
I am waiting for you to clear a date with us for Dr. Cartinhour's deposition? Please advise.
Also, while I thought we were avoiding taking depositions on the 5th for the holiday, please confirm what non-party depositions you are seeking and what are your proposed dates? Our calendars are filling up so we would like to get this set.
Thanks,
Mike

From: Edward Griffin [mailto:egriffin@griffinwhitaker.com]
Sent: Friday, June 25, 2010 10:26 AM
To: Mike Bramnick
Cc: Patrick J. Kearney
Subject: RE: Cartinhour

Mike,

Case: 10-7033 Document: 1265024 Filed: 09/09/2010 Page: 73

You can send me the depo notice by email. Do we have a date for Dr. Cartinhour's deposition? I am prepared to move forward with that deposition. Also, please let me know your availability for the 5th and 6th for non-party depositions.

Thanks,

Ed

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Thursday, June 24, 2010 4:12 PM
To: Edward Griffin
Cc: Patrick J. Kearney
Subject: Cartinhour

Ed,
The deposition will take place at 10:00 on July 7th at our office in Bethesda. I will send you a formal notice of the same.
Thanks,
Mike

Mike Bramnick | Attorney At Law
mbramnick@sgrolaw.com
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EXHIBIT 9

1 IN THE UNITED STATES DISTRICT COURT¹
2 FOR THE DISTRICT OF COLUMBIA
3
4 WADE ROBERTSON
5 Plaintiff
6 vs. No. 1:09-cv-1642
7 WILLIAM C. CARTINHOOR, JR.
8 Defendant
9 _____/
10
11 Deposition of ROBERT L. ASH, ESQUIRE
12 Washington, D.C.
13 Wednesday, July 14, 2010
14 1:22 p.m.
15
16
17
18
19 Job No.: 1-182567
20 Pages: 1 - 39
21 Reported by: Susan Farrell Smith
22

3
4 APPEARANCES:
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6 Griffin Whitaker, LLP
7 7474 Greenway Center Drive
8 Suite 550
9 Greenbelt, Maryland 20770
10 301.513.5080
11 On behalf of the Plaintiff
12
13 PATRICK J. KEARNEY, ESQUIRE
14 Selzer Gurvitch Rabin & Obecný, Chtd.
15 4416 East-West Highway
16 4th Floor
17 Bethesda, Maryland 20814
18 301.986.9600
19 On behalf of the Defendant
20
21
22

2
1 Deposition of ROBERT L. ASH, ESQUIRE, held
2 at the offices of:
3
4
5
6 Ober Kaler, P.C.
7 1401 H Street, Northwest
8 5th Floor
9 Washington, D.C. 20005
10 202.408.8400
11
12
13
14 Pursuant to Notice, before Susan Farrell
15 Smith, Notary Public for the District of Columbia
16 and the State of Maryland.
17
18
19
20
21
22

4
1 APPEARANCES: (Continuing)
2 PAUL M. VINCENT, ESQUIRE
3 Ober Kaler, P.C.
4 1401 H Street, Northwest
5 5th Floor
6 Washington, D.C. 20005
7 202.408.8400
8 On behalf of the Deponent
9
10
11
12
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22	(Exhibits attached.)	

7

1 **A. Yeah, I believe so.**

2 Q. All right. Then I'll be -- I'll be

3 asking you questions. You want to give your

4 attorney an opportunity to -- to object. Objections

5 are part of the standard process. And unless your

6 attorney instructs you not to answer any of those

7 questions, I'd like you to go ahead even if he does

8 lodge an objection for the record. Is that okay?

9 **A. I believe so.**

10 MR. VINCENT: If I might just interject

11 here, let's just put on the record the

12 circumstances under which Mr. Ash is

13 testifying.

14 Mr. Ash is going to be asked some

15 questions we believe about one or more

16 communications with a former client,

17 Mr. Cartinhour. Mr. Cartinhour's counsel has

18 consented to Mr. Ash testifying about these

19 communications and thereby absolved Mr. Ash of

20 his responsibility under the professional rules

21 to maintain the confidences of those.

22 In addition as I understand it, if to the

6

1 ROBERT L. ASH, ESQUIRE,

2 the Witness, called for oral examination by counsel

3 for the Plaintiff, having declared and affirmed

4 under the penalties of perjury to tell the truth,

5 was examined and testified as follows:

6 EXAMINATION

7 BY MR. GRIFFIN:

8 Q. Mr. Ash, could you please state your name

9 for the record?

10 **A. Robert Ash, A-S-H.**

11 Q. Mr. Ash, have you ever had your

12 deposition taken before?

13 **A. Never.**

14 Q. Are you under the influence of any drugs

15 or medication that might interfere with your ability

16 to testify here today?

17 **A. No.**

18 Q. Now, I don't want to waste your time with

19 the general background about -- about how a

20 deposition works. I know you're an attorney, and I

21 know you -- are you familiar with the mechanics of

22 how a deposition works?

8

1 extent an attorney/client privilege applied to

2 this communications, Mr. Cartinhour has also

3 agreed to waive his attorney/client privilege.

4 MR. KEARNEY: That's correct.

5 MR. VINCENT: Okay. Go ahead.

6 MR. GRIFFIN: And we have -- that was

7 Mr. Kearney who is counsel for -- for Doctor

8 Cartinhour, and he has -- he's consented.

9 Correct?

10 MR. KEARNEY: Correct.

11 Q. We have Exhibit 1. It's just a copy of

12 the --

13 (Whereupon Ash Deposition Exhibit No. 1

14 was marked.)

15 Q. Sorry. This is the Amended Notice. I

16 don't have extra copies, but it's just the Amended

17 Notice of Deposition that's at your offices -- at

18 your offices at Ober Kaler, 1401 H Street,

19 Northwest, Washington, D.C., which is where we are

20 today; is that correct?

21 **A. Right.**

22 Q. Okay. I'm just going to go ahead and

9

1 hand you a binder. I'm going to try to get through
2 this as quickly as possible. I got one for -- I
3 only got one extra one.
4 If you could just turn to Tab No. 2,
5 which I'll mark on -- they're all the same. So,
6 I -- I guess I'll mark my copy as Exhibit No. 2.
7 (Whereupon Ash Deposition Exhibit No. 2
8 was marked.)
9 Q. Can you identify this document, Mr. Ash?
10 **A. Yeah. This looks like the -- a printout**
11 **from our firm web site of my -- under the attorneys'**
12 **portion of the web site, what pops up if you click**
13 **on my name.**
14 Q. And it's just a short version of your
15 bio; is that correct?
16 **A. Yes.**
17 Q. Okay.
18 **A. Experience, professional memberships, et**
19 **cetera.**
20 Q. And -- and just from a quick glance, I
21 don't want to go too much into your background
22 because it looks like you are a very accomplished

10

1 attorney in the tax group here at Ober Kaler. Is
2 that correct?
3 **A. I'm in the tax group, yeah. I got a lot**
4 **of experience. I'll give you that. The very**
5 **accomplished, if you want.**
6 Q. It certainly looks that way to me. How
7 long have you been at Ober Kaler?
8 **A. 30 years.**
9 Q. And before that, you were at the Internal
10 Revenue Service; is that correct?
11 **A. Yes.**
12 Q. How long were you at the IRS?
13 **A. Four and a half years.**
14 Q. Okay. Well, it's a -- it's a very
15 impressive bio.
16 **A. Thank you.**
17 Q. I want to move to Tab No. 3.
18 MR. KEARNEY: I'm not even giving you an
19 objection.
20 MR. GRIFFIN: We'll go ahead and mark my
21 copy as Exhibit 3.
22 (Whereupon Ash Deposition Exhibit No. 3

11

1 was marked.)
2 Q. Mr. Ash, have you ever seen this document
3 before today?
4 **A. No, I have not.**
5 Q. Okay. Go ahead and move to Tab No. 4.
6 I'm going to mark this as Exhibit No. 4.
7 (Whereupon Ash Deposition Exhibit No. 4
8 was marked.)
9 Q. Have you ever -- can you identify this
10 document?
11 **A. I've never seen it before. Do you want**
12 **me to say what it looks like it is?**
13 Q. If you've never seen it before today,
14 that's fine. Let's move on.
15 **A. I've never seen it before.**
16 Q. If you could turn to Tab No. 5. I'll --
17 I'll mark my copy as Exhibit No. 5.
18 (Whereupon Ash Deposition Exhibit No. 5
19 was marked.)
20 Q. Have you ever -- if you need a moment to
21 review it, if you can see if you've ever seen what's
22 been marked as Exhibit No. 5 before?

12

1 **A. Yeah. I believe this is the -- I -- I**
2 **have seen this before. I believe it's the same**
3 **document that was e-mailed to me by Michael Bramnick**
4 **last Fall. I never saw it before that.**
5 Q. Do you know when that was last Fall? Was
6 it in November?
7 **A. I don't recall. It was October,**
8 **November. Somewhere in there.**
9 Q. Okay. But you've never seen it before --
10 **A. I have never seen it before that.**
11 Q. -- the Fall of 2009?
12 **A. Correct.**
13 Q. Okay. Let's move to Tab No. 6. I'll
14 mark my copy for identification purposes as Exhibit
15 No. 6.
16 (Whereupon Ash Deposition Exhibit No. 6
17 was marked.)
18 Q. Have you ever seen this document before,
19 before today?
20 **A. There's a -- well, there's a bunch of**
21 **things in here. Do you -- are you asking about all**
22 **of them or the first thing or -- my Tab 6 has a lot**

13

1 **of things attached to it.**
2 MR. VINCENT: Written notes among others.
3 Q. That looks like a screwup in the copies.
4 Let's just take a look at this first document.
5 **A. Okay. I've never seen that before.**
6 Q. Never seen that before?
7 **A. Right. The document that says at the top**
8 **WAR LLP, it's dated September 17th, 2004.**
9 Q. Never seen that before?
10 **A. It's a one-page document.**
11 Q. Let me see that. May I take that binder
12 back from you for just a second?
13 **A. (Complies.)**
14 Q. This is exhibit No. -- I'm marking
15 Exhibit No. 7.
16 (Whereupon Ash Deposition Exhibit No. 7
17 was marked.)
18 Q. Have you seen this document before today?
19 **A. I have not.**
20 MR. VINCENT: So the record is clear,
21 this is a document with a caption limited
22 waiver.

14

1 Q. Yeah. Limited waiver is dated
2 March 21st, 2005.
3 (Whereupon Ash Deposition Exhibit No. 9
4 was marked.)
5 Q. The first document here under Tab No. 9,
6 it's titled attestation and certification of new
7 attorney/client relationship?
8 **A. Right.**
9 Q. It's Attorney Wade Robertson. Have you
10 seen that document before today?
11 **A. I have not.**
12 Q. Okay. Do you know Doctor William
13 Cartinhour?
14 **A. I do.**
15 Q. When -- when did you first meet him?
16 **A. Well, I couldn't say specifically. It**
17 **was either in 2003 or 2004, I believe.**
18 Q. How were you introduced to Doctor
19 Cartinhour?
20 **A. Well, actually he was referred to my wife**
21 **in connection with estate planning work. She's a**
22 **sole practitioner. And I met with him or met him in**

15

1 **connection with her having met with him.**
2 Q. And -- and what's her full name, please?
3 **A. Suzanne Duvall, D-U-V-A-L-L.**
4 Q. And do you know about when she was
5 representing Doctor Cartinhour?
6 **A. The same timeframe. 2003, I believe.**
7 **It's possible it started in 2002. I don't know.**
8 Q. Okay. Have -- when was the last time you
9 spoke to Doctor Cartinhour?
10 **A. Sometime in 2004. I couldn't say when.**
11 Q. How many times have you spoken to him?
12 **A. Less than 100. More than 10. Somewhere**
13 **in there.**
14 Q. Somewhere in that frame -- timeframe --
15 framework. Have you ever communicated with him by
16 e-mail?
17 **A. Not that I recall.**
18 Q. Has he ever communicated to you by fax --
19 with you by fax?
20 **A. I don't recall. It's possible, but I**
21 **just -- I don't remember.**
22 Q. Has he ever communicated with you by

16

1 letter?
2 **A. Again, I -- I don't have a specific**
3 **recollection of ever getting a letter from him.**
4 Q. Okay. Has Doctor Cartinhour ever asked
5 you for -- for advice?
6 **A. Yes.**
7 Q. And what advice did he ask you for?
8 **A. Well, he -- he -- I guess you'd call it**
9 **advice. He gave me a copy of an offering memorandum**
10 **concerning a potential investment with Wade**
11 **Robertson.**
12 Q. And --
13 **A. That I -- I -- I also discussed some**
14 **other matters with him, but that's not --**
15 Q. Okay. I won't ask you about those.
16 **A. That's private.**
17 Q. And I appreciate that. And I -- I guess
18 with all the questions I'm asking right now, I don't
19 want to get into any other matters that you may have
20 advised him on related to estate planning or tax or
21 any those sort of issues. I just want to focus on
22 the communications related to the partnership with

17

1 Wade Robertson.

2 **A. Right. And just to be clear, I -- I**

3 **didn't actually speak with him concerning a**

4 **partnership agreement per se. It was -- the only**

5 **document that I saw concerning this investment was**

6 **this offering memorandum of sorts.**

7 Q. And that was in 2004?

8 **A. That's my recollection, yes.**

9 Q. Would it have been in September of 2004?

10 **A. I think it was earlier in the year than**

11 **that, but I'm not sure.**

12 Q. Maybe earlier. Do you -- do you remember

13 what that offering memorandum -- was it 10 pages or

14 100 pages? Could you give me a ballpark?

15 **A. More like 50 or 30, something -- I don't**

16 **remember well enough to give you a very good**

17 **answer. It was certainly more than 10.**

18 Q. Was it --

19 **A. And less than 100.**

20 Q. That's all. I know it was a long time

21 ago. So, I'm just trying to get --

22 **A. Right.**

18

1 Q. -- your best recollection. What did it

2 look like?

3 **A. As I recall, it was just a typewritten**

4 **stapled document, not bound or anything like that.**

5 **But I might even be wrong about whether it was in a**

6 **binding. I don't know. But it was --**

7 Q. Did you -- did you keep a copy?

8 **A. I -- I don't remember clearly. I believe**

9 **I gave the copy that he gave me back to him, but I'm**

10 **not -- frankly, I'm not sure.**

11 Q. How did he give it to you?

12 **A. I think he handed it to me at a meeting.**

13 Q. Where was that meeting?

14 **A. Probably at his residence. I met with**

15 **him several times there. There were a couple of**

16 **other places I remember meeting with him, but I**

17 **don't think that would have been in -- in the**

18 **connection -- in this connection or timeframe. So,**

19 **I think at his residence.**

20 Q. Did you ever meet with him in your home?

21 **A. I did.**

22 Q. Did you -- does your wife --

19

1 **A. Not on this.**

2 Q. Does your wife work out of the home?

3 **A. Yes.**

4 Q. Have you ever met with him at your

5 offices here?

6 **A. I believe on one occasion, yes. Again,**

7 **not with respect to this.**

8 Q. Not -- but not with respect to this

9 matter. Okay. That's fair.

10 **A. Just to be clear, I -- I never actually**

11 **met with him concerning this matter, other than when**

12 **he handed the memorandum to me. I never met with**

13 **him again to discuss it.**

14 Q. What did he -- when he handed you the

15 memorandum, did he -- what did he -- what did he

16 tell you?

17 **A. I don't remember specifically. I think**

18 **he -- all -- all -- as best I can recall, it was**

19 **just, I'm considering investing in this. Take a**

20 **look at it and let me know what you think. It's**

21 **basically to that effect.**

22 Q. And what did you think about the

20

1 potential investment?

2 **A. I thought that the memorandum was**

3 **inadequate to really describe the investment in a**

4 **way that would allow you to make any evaluation of**

5 **it. As I remember it, it was to invest funds that**

6 **would be used to fund expenses in a class action**

7 **litigation with the return on the investment to come**

8 **in the form of some sharing of the legal fees that**

9 **the class action suit would generate.**

10 **As I remember it, the memorandum did not**

11 **provide any details at all about the class action**

12 **case. So, it was impossible to make any sort of**

13 **assessment of the likelihood of getting a recovery.**

14 **And then it -- I also had questions as to**

15 **the -- the legality of an investment where the**

16 **return was going to come in the form of sharing**

17 **legal fees. Since Doctor Cartinhour is not an**

18 **attorney, I didn't know whether -- I didn't research**

19 **it, but I at least had a question as to that --**

20 **whether that was appropriate and even enforceable.**

21 Q. Did you think it was a good investment

22 opportunity?

21

1 **A. Based on looking at the placement**
2 **memorandum, no.**
3 Q. Was it something that you would have put
4 your own money into?
5 **A. Well, not based on the placement**
6 **memorandum. There were a lot of questions to be**
7 **answered before I would have considered putting my**
8 **own money into it.**
9 Q. Just generally, how would you
10 characterize your interactions with Doctor
11 Cartinhour?
12 **A. Well, very pleasant. Professional. He**
13 **was not what I'd call like a difficult person to**
14 **deal with. I liked him personally. Sort of a --**
15 **not much beyond that, I guess.**
16 Q. Was he able to ask you intelligent
17 questions?
18 **A. Yes. I mean, he's -- my sense of him is**
19 **he's an intelligent man. And he -- I always felt**
20 **when I discussed things with him that he understood**
21 **the issues I was -- I was presenting for him to**
22 **consider.**

22

1 Q. Did you ever open up a matter file or
2 any -- any file here for Doctor Cartinhour?
3 **A. Not related to this.**
4 Q. Not related to this. Have any of those
5 files been -- do you have files for him related to
6 other matters?
7 **A. I didn't -- I didn't go back to check on**
8 **that. I believe that a file was opened in**
9 **connection with one matter that I advised him on.**
10 Q. Is there any possibility that -- was it
11 around the same timeframe?
12 **A. Yes. Earlier, but around the same**
13 **timeframe.**
14 Q. Would that be in off site storage now?
15 **A. I don't know. Probably.**
16 Q. How did you -- so, Doctor Cartinhour
17 presented you with the offering memorandum, and he
18 asked you to take a look at it for him.
19 **A. Right.**
20 Q. And then you -- you reviewed it.
21 **A. Right.**
22 Q. Did you create a list of questions that

23

1 you would want to ask before undertaking any
2 investment?
3 **A. I don't believe I ever wrote up anything**
4 **in connection with it. My only advice to him was**
5 **given during a -- a call that I made on my cell**
6 **phone one afternoon.**
7 Q. Okay. So, you called him up. And -- and
8 what did you tell him?
9 **A. Essentially what I said earlier, that the**
10 **memorandum didn't contain any description of the**
11 **class action. So, there's no way from reviewing**
12 **that to evaluate the likelihood of getting a return**
13 **on whatever was invested.**
14 **I told him about my concern over the**
15 **apparent sharing of legal fees as a basis of**
16 **providing the return. And I guess essentially**
17 **saying, if this is -- if this is the information**
18 **you've got on it, I would not go into this**
19 **investment. If you -- you know, you need to get**
20 **more information about these issues in particular**
21 **before you make a decision.**
22 Q. Did you ever recommended that --

24

1 recommend that he have an attorney review any -- any
2 additional materials that he received related to the
3 investment?
4 **A. I don't recall that I said that. No, I**
5 **don't. I mean, I -- that may have been implicit in**
6 **what I told him, but --**
7 Q. Like you better have an attorney look at
8 this?
9 MR. KEARNEY: Objection.
10 Q. Anything like that?
11 **A. I doubt -- I don't remember. I doubt**
12 **that I said anything like that. I think it was more**
13 **implied that if he were going to go into the**
14 **investment, it was something that, you know, have --**
15 **since he had asked my advice on this, I -- you know,**
16 **I guess I sort of viewed it as implicit that at**
17 **least I wouldn't advise him to go forward unless I**
18 **had looked at the other stuff.**
19 **But again, that's -- that's six years**
20 **ago. And, you know, I just don't remember.**
21 Q. I know it's a long time ago. Going back
22 to the memo we marked as Exhibit No. 6. Is it 6?

25

1 Sorry, 5.
2 **A. The partnership agreement?**
3 Q. The partnership agreement for WAR LLP
4 that's dated September 2004?
5 **A. Right.**
6 Q. You said that you received a copy of that
7 last Fall from Michael Bramnick?
8 **A. I believe so, yes. I -- I know I**
9 **received a copy of a partnership agreement from**
10 **him. I believe this is the same agreement.**
11 Q. Why did he e-mail you a copy of the
12 partnership agreement?
13 **A. I don't recall. He had contacted me to**
14 **ask about what advice I had given Doctor Cartinhour**
15 **in connection with this investment.**
16 MR. VINCENT: Let me just interject
17 there. We're now about to get into something
18 that might be deemed a privileged communication
19 between two of Mr. Cartinhour's lawyers as to
20 which at least I have not heard an affirmative
21 waiver.
22 MR. KEARNEY: No. Well, I don't -- tread

26

1 carefully. Go ahead and answer the question.
2 MR. GRIFFIN: Yeah. I think he's just --
3 I mean, you don't -- I'm sorry, let me -- let
4 me step back for a second.
5 Q. Do you -- do you currently represent
6 Doctor Cartinhour?
7 **A. No.**
8 Q. When was the last --
9 MR. KEARNEY: I think he can testify.
10 MR. GRIFFIN: Yeah. I think he's just a
11 fact witness at that point.
12 MR. KEARNEY: Yeah. Go ahead.
13 MR. VINCENT: It's up to you fellows.
14 MR. KEARNEY: Go ahead.
15 MR. GRIFFIN: I'm sorry, what was the
16 last question? Can you read it back for me?
17 (Whereupon the record was read.)
18 Q. Okay.
19 **A. I think he -- as -- since in the interim**
20 **I have thought about it, I believe he sent it to me**
21 **to ask me whether I had ever seen it before.**
22 Q. Okay. And what was your response?

27

1 **A. That I had not ever seen it before.**
2 Q. Okay. Did you talk to him about any of
3 the advice that you had given Doctor Cartinhour
4 related to the -- what did you call it?
5 **A. The investment?**
6 Q. The offering memorandum.
7 **A. I -- yes, I did.**
8 Q. What did you tell him?
9 **A. Essentially the same thing that I just**
10 **said in the deposition. I told him what concerns I**
11 **had raised with Doctor Cartinhour in connection with**
12 **it.**
13 Q. And did he ask you if you had any -- a
14 copy of this -- that memorandum?
15 **A. I'm sure he did. And I -- as I said**
16 **here, I think I -- I said I think I gave my only**
17 **copy I had back to Doctor Cartinhour.**
18 MR. GRIFFIN: I don't think I have
19 anything further. Can we go off the record for
20 a moment?
21 (Discussion off the record.)
22 MR. GRIFFIN: Let's go on the record.

28

1 Q. Have you ever been compensated for legal
2 services by Doctor Cartinhour?
3 **A. Yes.**
4 Q. What's your hourly rate?
5 MR. VINCENT: Now or then?
6 **A. \$450 an hour now. I don't remember what**
7 **it was then.**
8 Q. Have you noticed any changes in Doctor
9 Cartinhour over the last four or five years?
10 **A. I haven't seen him since 2004.**
11 MR. VINCENT: So, that would be a no?
12 **A. That would be a no.**
13 Q. Do you know if your wife still represents
14 him?
15 **A. She does not.**
16 MR. GRIFFIN: That's all I have. Thank
17 you.
18 EXAMINATION
19 BY MR. KEARNEY:
20 Q. Okay. Mr. Ash, let me ask you to turn to
21 Exhibit 3.
22 **A. Is that Tab 3?**

29

1 Q. Tab 3, yes, letter of intent.
2 **A. Right.**
3 Q. In the big bold black in the first full
4 paragraph it says, the parties agree to negotiate in
5 good faith towards a final agreement of the terms of
6 the partnership and to execute the final agreement
7 for the partnership no later than September 17,
8 2004.
9 Did Doctor Cartinhour ever talk to you
10 about the formation of a partnership in connection
11 with the investment that he talked to you about?
12 **A. I -- no, he did not.**
13 Q. And to be clear, you never saw this?
14 **A. Correct. I never saw this.**
15 Q. And did he ever talk to you about signing
16 a letter of intent and nondisclosure agreement?
17 **A. Not that I recall.**
18 Q. I'd ask you to turn to Tab 4, which is
19 Exhibit 4. Go to the third page, Paragraph 11. If
20 you could read that to yourself and just let me know
21 when you've read it.
22 **A. (Complies.) Okay. I've read it.**

30

1 Q. In the first sentence of Paragraph 11
2 when it refers to having full notice and opportunity
3 to consult with independent attorneys regarding a
4 business partnership, did you have any consultation
5 with him about entering into a business partnership
6 with Wade Robertson?
7 **A. No. My only --**
8 **MR. GRIFFIN: Objection.**
9 Q. Go ahead.
10 **A. My only conversation with him was**
11 **concerning the offering memorandum. Now, the**
12 **offering memorandum, I think, contemplated an**
13 **investment in a partnership. So in that sense, I**
14 **did.**
15 **As far as the partnership agreement, no,**
16 **I never consulted with him concerning any draft of a**
17 **partnership agreement.**
18 Q. Okay. So in the next sentence when it
19 talks about consulting beforehand with his own
20 independent attorney regarding the partnership and
21 this agreement, that --
22 **A. That was not with me.**

31

1 Q. That was not with you. Okay. Let me ask
2 you to turn to the first page of this document.
3 **A. But then, I'm sorry, I should say that**
4 **was not me except to the extent that what I told him**
5 **about the offering memorandum is covered by that**
6 **sentence.**
7 Q. And in talking to him about the offering
8 memorandum, did you ever have a discussion with him
9 about the partner -- the terms and conditions of any
10 partnership that might be formed because of it?
11 **A. Not that I recall. I can't say for**
12 **certain that the terms of a proposed partnership**
13 **agreement were not covered in the offering**
14 **memorandum. But as I remember my -- my response to**
15 **him, it -- it didn't drill down to that kind of a**
16 **detail because the -- I sort of viewed the -- the**
17 **fact that it didn't include any disclosure in terms**
18 **of what this class action suit was supposed to be**
19 **the vehicle for a return would be, that I sort of**
20 **felt that that kind of overwhelmed details insofar**
21 **as the partnership -- a partnership, whatever**
22 **agreement they might have.**

32

1 Q. Okay. If you would turn to Tab 5,
2 please. Page 11 of Tab 5, loans partners. If you
3 could read Article 23, loans to partners to
4 yourself, and let me know when you've read it.
5 **A. (Complies.) Okay. I've read it.**
6 Q. Did you have any discussions with Doctor
7 Cartinhour about loans that could be made from
8 capital contributions in this partnership to the
9 individual partners?
10 **A. I don't believe so. I -- I can't say for**
11 **certain that that wasn't included in the placement**
12 **memorandum that I reviewed. But I don't -- I don't**
13 **have any recollection that it was.**
14 Q. Did you have any discussions with him
15 about how capital distributions would be made from
16 the partnership when the partnership was dissolved?
17 **A. No. As I said, I don't remember having**
18 **any discussions with him of any specifics concerning**
19 **a partnership that would sort of be formed to -- as**
20 **the vehicle for this investment. It was again more**
21 **in the nature of -- I don't even know what the**
22 **investment is because I don't know what this class**

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1 **action suit is.**
2 Q. How long was your cell phone conversation
3 with him?
4 **A. 5 to 10 minutes.**
5 MR. KEARNEY: No more questions.
6 MR. GRIFFIN: One follow-up question.
7 **FURTHER EXAMINATION**
8 **BY MR. GRIFFIN:**
9 Q. Why don't we stay on Page 11 of Exhibit
10 No. 5. Would there be any tax reason for this type
11 of provision within a partnership?
12 MR. KEARNEY: Objection if you're asking
13 him to give an expert reason because he's a tax
14 attorney.
15 **A. Yeah. I -- I -- no, I don't -- I can't**
16 **think of a tax motivation for a provision like that.**
17 Q. Would there be any tax motivation for
18 having a provision like this rather than -- strike
19 that. Let me think how I can rephrase it.
20 If you had two partners in a partnership
21 and they contributed \$100 to the partnership, and
22 one of the partners was paid \$100 as a salary, would

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1 that be a taxable event?
2 **A. For the partner that got the \$100, yes.**
3 Q. Now, if you had two partners in a
4 partnership and they contributed \$100, and one
5 partner was loaned \$100 from the partnership, would
6 that be a taxable event?
7 **A. That would not be a taxable event**
8 **provided it was intended to be a true loan as**
9 **opposed to compensation for something.**
10 Q. What -- what -- what kinds of things
11 would you need to show that it was a true loan?
12 MR. KEARNEY: Objection. Going way far
13 afield of the facts, but --
14 **A. Well, I guess first you'd want to see**
15 **that it was documented as a loan with a promissory**
16 **note or something comparable. And then I guess it**
17 **just sort of -- even beyond that from a tax**
18 **standpoint, you could sort of look at the facts and**
19 **circumstances and assess whether or not withstanding**
20 **the note there was ever a true intention that it was**
21 **going to be repaid. That's about it, I guess.**
22 MR. GRIFFIN: Okay. I have no further

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1 questions.
2 MR. KEARNEY: I do, but I think I'll
3 pass.
4 MR. VINCENT: He will read and sign.
5 (Whereupon at 2:00 p.m. the deposition
6 concluded.)
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1 **DISTRICT OF COLUMBIA**
2
3 I, Susan Farrell Smith, Notary Public of
4 the District of Columbia, do hereby certify that
5 ROBERT L. ASH, ESQUIRE personally appeared before me
6 at the time and place herein set out, and, after
7 having been duly sworn by me, was examined by
8 counsel.
9 I further certify that the examination
10 was recorded stenographically by me and that this
11 transcript is a true record of the proceedings. I
12 further certify that I am not of counsel to any of
13 the parties, nor an employee of counsel, nor related
14 to any of the parties, nor in any way interested in
15 the outcome of this action.
16 As witness my hand and notarial seal this
17 21st day of July, 2010.
18
19 _____
20 Susan Farrell Smith
21 Notary Public
22 (My Commission expires February 29, 2012)

EXHIBIT 10

Mike Bramnick

From: Ash, Larry [rlash@ober.com]
Sent: Wednesday, December 16, 2009 9:29 AM
To: Mike Bramnick
Cc: Suzanne
Subject: RE: Dr. William Cartinhour

Mike,

Neither Suzanne nor I has ever seen this before, and in fact we were not even aware that Dr. Cartinhour was considering forming a partnership like this.

Larry Ash
202-326-5005
rlash@ober.com

OBER | KALER

Attorneys at Law

www.ober.com
202-336-5205 -- Fax
1401 H Street NW Suite 500
Washington, DC 20005

From: Mike Bramnick [mailto:mbramnick@sgrolaw.com]
Sent: Wednesday, December 16, 2009 8:47 AM
To: Ash, Larry; suzanne duvall
Cc: Patrick J. Kearney
Subject: Dr. William Cartinhour

Larry and Suzanne:

As you may remember, my firm is representing Dr. William Cartinhour in a civil claim against Wade Robertson. Dr. Cartinhour and Mr. Robertson formed a partnership in 2004. I believe one or both of you were representing him around this period. Would both of you please take a look at the partnership agreement attached and advise as to whether you remember ever seeing this document before, either in draft or final version?

I greatly appreciate your assistance.

Thanks,
Mike

From: Mike Bramnick
Sent: Tuesday, November 03, 2009 10:10 AM
To: 'rlash@ober.com'; 'sgduvall1227@yahoo.com'
Subject: Cartinhour

Larry and Suzanne:

Thank you both for taking the time to speak with me recently regarding Dr. Cartinhour. As I mentioned, we are pursuing a claim on behalf of Dr. Cartinhour concerning substantial sums contributed by him to Wade Robertson in connection with a

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business deal purportedly to finance the litigation costs of a class action case that was pending during 2003-2006. It is my understanding that one or both of you may have had/received correspondence with Mr. Robertson regarding this matter. I would like to review any such documents, materials, etc. that you may have in your file(s) in connection with this matter. My contact information is below -- I appreciate your help with this matter.

Thanks,
Mike Bramnick

Mike Bramnick | Attorney At Law
mbramnick@sgrolaw.com
Direct: 301-634-3117 | Office: 301-986-9600 | Fax: 301-986-1301

SELZER GURVITCH
&
RABIN OBEENY

4416 East West Highway, Fourth Floor, Bethesda, MD 20814
www.sgrolaw.com

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IRS Circular 230 Disclosure. IRS rules impose requirements concerning any written federal tax advice from attorneys. To ensure compliance with those rules, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under federal tax laws, specifically including the Internal Revenue Code, or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

EXHIBIT 11

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

WADE A. ROBERTSON :
226 Elm Street N.W. :
Washington D.C. 20001 :
Tel. 866-845-6003 :

Plaintiff/Counter-Defendant, :

v. :

Case No.: 1:09-cv-01642
Assigned to: The Honorable Judge
Ellen S. Huvelle

WILLIAM C. CARTINHOOR, JR., :
Individually and on behalf of :
W.A.R., LLP :
10500 Rockville Pike, Apartment 1619 :
Rockville, Maryland 20852 :

Defendant/Counter-Plaintiff. :

ANSWER AND COUNTER-COMPLAINT

COMES NOW the Defendant/Counter-Plaintiff, William C. Cartinhour, Jr., by and through counsel, Patrick J. Kearney, Esquire, and Selzer Gurvitch Rabin & Obecnny, Chartered, and for his Answer to the Complaint for Declaratory Relief filed by the Plaintiff/Counter-Defendant, Wade A. Robertson, states as follows:

FIRST DEFENSE

1. Defendant/Counter-Plaintiff, William C. Cartinhour (“Defendant”), admits the allegations contained in Paragraph 1 of Plaintiff/Counter-Defendant’s (“Plaintiff”) Complaint for Declaratory Relief (“Complaint”)

2. Defendant denies the allegations contained in Paragraph 2 of the Complaint to the degree that he consented to a valid, binding, and enforceable writing. Defendant admits personal jurisdiction upon him is proper.

3. Defendant admits the allegations contained in Paragraph 3 of the Complaint.

COUNTER-COMPLAINT

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

1. Defendant/Counter-Plaintiff, William C. Cartinhour (“Cartinhour”), is a resident of the State of Maryland with his principal residence located at 10500 Rockville Pike, Apartment 1619, Rockville, Maryland 20852.

2. Plaintiff/Counter-Defendant, Wade Robertson (“Robertson”), is a resident of the State of Tennessee.

3. In or about early 2004, Robertson, a lawyer licensed to practice law in the District of Columbia and California, was introduced through a mutual acquaintance to Cartinhour, an 82 year-old retiree, in an effort to convince Cartinhour to “invest” in a class action securities case that was pending in the United States District Court for the Southern District of Florida.

4. During their meetings, a number of which took place in the District of Columbia, Robertson claimed that he represented the class plaintiffs, or was otherwise associated with plaintiffs’ counsel in connection with that litigation, styled as *Liu, et. al v. Credit Suisse Boston, et al*, Case No. 1:03-cv-20459-JEM (hereinafter referred to as the “Litigation”). The Litigation had commenced in February, 2003.

5. Robertson advised Cartinhour that he was searching for an investor, on behalf of the class plaintiffs and their counsel, to finance the out-of-pocket costs that would be incurred in the Litigation, such as expert fees, deposition costs, class certification, etc. Robertson represented that the financing sought was not intended to pay plaintiffs’ attorney’s fees in connection with the Litigation.

6. Robertson further represented to Cartinhour that the Litigation involved a multi-billion dollar claim with a high likelihood of success, including the anticipated recovery of

attorney's fees in the hundreds of millions of dollars. Robertson claimed that if Cartinhour contributed funds to finance the Litigation costs he would receive a fixed percentage of the recovery received by plaintiffs' counsel.

7. In reliance on Robertson's representations regarding his purported relationship with the Litigation plaintiffs and their counsel, and the likelihood of a substantial recovery, Cartinhour executed a partnership agreement ("Partnership Agreement") in or about September 2004, in connection with financing the Litigation costs. The Partnership Agreement was prepared by Robertson.

8. The partnership, named "W.A.R. LLP", was formed under the laws of the District of Columbia (hereinafter the "Partnership"). *See W.A.R., LLP Partnership Agreement, attached hereto as Exhibit "A" and D.C. Registered Organization Search results for W.A.R. LLP as Exhibit "B"*.

9. Pursuant to the Partnership Agreement, Cartinhour contributed an initial sum of \$1,000,000.00 to the Partnership or to Robertson directly, and in exchange, Cartinhour was to receive a fixed percentage of any recovery by plaintiffs' counsel in the Litigation. Further, any sums contributed by Cartinhour and not exhausted by plaintiffs' counsel on costs during the Litigation would be returned to Cartinhour, notwithstanding the outcome of the case.

10. Other than his reliance upon the advice of Robertson, Cartinhour was not represented by independent counsel in connection with the preparation and execution of the Partnership Agreement or his initial contribution of \$1,000,000.00.

11. Cartinhour's only method of acquiring information regarding the Litigation thereafter was by and through Robertson. Robertson repeatedly admonished Cartinhour not to discuss the Litigation or their Partnership with anyone because of the "confidential nature" of the

33. At all relevant times, Robertson was acting as an attorney to Cartinhour and advising him in connection with entering into, and investing in, the Partnership, and advising Cartinhour concerning the Litigation. See, for example, Robertson's letter to Cartinhour dated March 15, 2006 at *Exhibit "D"*, which states that the correspondence constitutes "attorney work product" subject to the "attorney-client privilege". Further, Robertson was acting as Cartinhour's attorney in other respects during this period, such as the consultation and preparation of Cartinhour's will and estate planning documents, and providing tax and business advice on various issues. In exchange, Cartinhour paid Robertson at least \$50,000.00 for legal services rendered.

COUNT I
(Accounting)

34. Defendant/Counter-Plaintiff incorporates herein by reference each and every allegation of Paragraphs 1-33.

35. Between September 2004 and April 2006, Cartinhour contributed a total of at least \$3,500,000.00, either to the Partnership or directly to Robertson, for the purpose of financing the out-of-pocket costs incurred by plaintiffs' counsel in pursuing the Litigation.

36. Cartinhour repeatedly requested an accounting from Robertson of all sums contributed, including formal demands for the same, by and through counsel, dated January 9, August 14, August 21, and September 2, 2009.

37. Robertson, as Cartinhour's partner, is a fiduciary to Cartinhour.

38. Robertson has sole control over the books and records of the Partnership.

39. Cartinhour has no other means, other than through Robertson, to obtain an accounting of the Partnership funds and his contributions.

COUNT V
(Legal Malpractice - Negligence)

59. Defendant/Counter-Plaintiff incorporates herein by reference each and every allegation of Paragraphs 1-58.

60. Robertson is an attorney-at-law, licensed to practice law in California and the District of Columbia.

61. An attorney-client relationship arose between the Parties by virtue of Robertson's legal representation of Cartinhour in numerous respects, including but not limited to his counseling and advising Cartinhour to enter into and invest in the Partnership, counseling him with regards to various business and tax matters, as well as Robertson's consultation and preparation of Cartinhour's will and other estate planning documents contemporaneously during this period.

62. Cartinhour paid, and Robertson accepted, at least \$50,000.00 during this period for legal services rendered in connection with various business, tax, and estate planning matters.

63. Robertson was acting as Cartinhour's attorney and counselor for all purposes related to the foregoing transaction and events at all relevant times.

64. As a result of the attorney-client relationship between the Parties, Robertson owed Cartinhour a duty to exercise reasonable care, knowledge and skill expected of lawyers under similar circumstances.

65. Robertson breached that standard of care by and through his conduct, including misrepresenting material facts, failing to disclose material facts to Cartinhour, refusing to account for the sums contributed by Cartinhour in the amount of at least \$3,500,000.00, negligently representing Cartinhour and his interests, and failing to exercise diligence, honesty and integrity in the representation of Cartinhour.

78. Plaintiff is, and has been since 2004, a Limited Partner in W.A.R., LLP.

79. Upon information and belief, W.A.R., L.L.P. has not instituted suit against Robertson because Robertson is solely responsible for managing the financial and operational affairs of the Partnership.

80. Robertson's misappropriation of Partnership proceeds was intentional, without permission or justification, and constituted a conversion of W.A.R., LLP funds.

81. This action is not a collusive one to confer jurisdiction that this Court would otherwise lack.

WHEREFORE, the premises considered, the Defendant/Counter-Plaintiff, William C. Cartinhour, Jr., demands judgment in favor of Plaintiff/Counter-Defendant, to the use of the partners and W.A.R., LLP as is provided in the Partnership Agreement, against the Defendant, Wade Robertson, in the sum of \$3,500,000.00, pre- and post-judgment interest, attorney's fees, court costs, and such other and further relief as the nature of this case may require and to which this Court shall appear just and proper.

I HEREBY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED IN THE FOREGOING MOTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

/s/ William C. Cartinhour, Jr.
William C. Cartinhour, Jr.

JURY DEMAND

William C. Cartinhour Jr. demands a jury on all matters so triable.

/s/ Patrick J. Kearney
Patrick J. Kearney

Respectfully submitted,

/s/ Patrick J. Kearney

Patrick J. Kearney, Esquire(# 382290)
Selzer Gurvitch Rabin & Obecnny, Chtd.
4416 East West Highway, Suite 400
Bethesda, Maryland 20814-4568
(301) 986-9600
Email: pkearney@sgrolaw.com
Attorney for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer and Counter-Claim was served via first class mail, postage pre-paid, this 28th day of October, 2009 upon Wade A. Robertson, 226 Elm Street NW, Washington DC 20001.

/s/ Patrick J. Kearney

Patrick J. Kearney

EXHIBIT 12

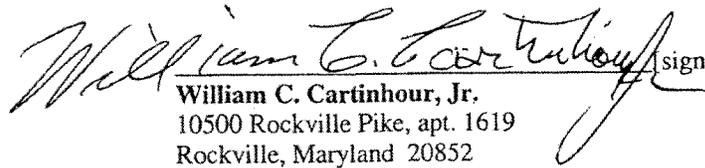
**ATTESTATION AND CERTIFICATION OF
NO ATTORNEY-CLIENT RELATIONSHIP WITH
ATTORNEY WADE A. ROBERTSON**

I, **William C. Cartinhour, Jr.**, residing at **10500 Rockville Pike, apt. 1619, Rockville, Maryland 20852**, being of sound mind and memory and not acting under duress, menace, fraud, or undue influence of any person, do hereby **ATTEST AND DECLARE, AND/OR CERTIFY** as follows:

Wade A. Robertson is not my attorney, and I have never engaged Wade A. Robertson as an attorney for any legal advice, nor has Wade A. Robertson ever consented or agreed either expressly or implicitly to represent me as an attorney in any legal matter or to offer me any legal advice as an attorney. I have no claims against Wade A. Robertson of any kind with respect to him in his profession as an attorney or that could arise from any attorney-client relationship, whether actual or mistakenly assumed, or otherwise.

Any interactions that I have had or will have with Wade A. Robertson are strictly business relationships, and no exchange of any information, documents, or anything whatsoever between us establishes in any way any attorney-client relationship between he and I, and I have been duly, fully, and repeatedly informed of this fact and have explicitly agreed to this.

IN WITNESS WHEREOF, I sign below and hereby acknowledge and certify that I have had prior full notice and opportunity to seek advice of independent legal counsel regarding all of the above, and that I hereby agree, acknowledge and certify that the foregoing is agreed upon and executed hereto by myself by the following signature as of this 7th day of April, 2006.

 [signature]
William C. Cartinhour, Jr.
10500 Rockville Pike, apt. 1619
Rockville, Maryland 20852

this 7th day of April, 2006

DISTRICT OF COLUMBIA :SS
SUBSCRIBED BEFORE ME THIS APRIL 7, 2006.



Deborah Sugar
Notary Public District of Columbia
My Commission Expires: June 30, 2010



EXHIBIT 13

AGREEMENT

September 16, 2004

The parties (collectively, "We") to this agreement-- William C. Cartinhour, Jr. ("Cartinhour") of 10500 Rockville Pike apt. 1619, Rockville, MD. 20852; and Wade Robertson ("Robertson"), a citizen of the state of Tennessee but also having a local address at 226 Elm Street NW, Washington, DC 20001— in exchange for good, mutual and satisfactory consideration, including the respective and mutual promises by the parties as set forth herein, hereby agree, covenant, contract, and otherwise promise as follows:

(1) We hereby each individually and together, jointly, agree to enter into a business partnership together in the District of Columbia, in the United States of America. This business partnership will have as its sole business the provision of legal services; however, We may broaden the scope of the business conducted by the partnership in the future but only by a written agreement signed by both of us and only as allowable by law and the professional rules governing attorneys. We hereby agree, promise, and covenant to take all necessary steps both individually and jointly to immediately, or as soon as possible, commence this business partnership. We agree that this will be our only business relationship together unless otherwise set forth in a writing signed by both of us. The name of the business partnership shall be W.A.R. LLP, and the form shall be a limited liability partnership to be filed and/or registered as soon as practicable.

(2) We each agree to all of the following: that (a) all of the information shared and discussions between us leading up to this agreement and regarding our business partnership herein have been entirely preliminary and subject to numerous revisions; and (b) that the proposed form of our partnership, the proposed business of our partnership, and proposed relationship between the parties in regards to the partnership have been amended or revised numerous times prior to now, including again today; and (c) that neither of us presently has or will hold in the future any reliance upon any statements or representations—either oral or written-- made prior to the execution of this agreement and that the entire understanding between us, the parties, is contained exclusively herein in this agreement; and (d) that any modifications or augmentation of either this agreement or the terms of the business relationship between us as set forth herein must be, and can only be, made by a writing that is signed by each of us; and (e) no further agreements made after the execution of this agreement will alter or invalidate any of the provisions set forth herein unless specifically done so by reference to this agreement, and in the event of any ambiguous or otherwise conflicting language between this agreement and any future agreements, the terms of this agreement will control and remain binding upon each of us.

(3) We each agree that although Robertson is an attorney, and although the business partnership between Cartinhour and Robertson will have as its sole business the provision of legal services, at no time prior to now has Robertson been, nor at any time in the future shall Robertson be Cartinhour's attorney, nor shall any attorney-client relationship between Cartinhour and Robertson be implied at any time. We also agree that so long as the business partnership between us continues to exist, there can in any event be no attorney-client relationship between Cartinhour and Robertson. We also further agree that any changes to the provisions of this paragraph can only be made by a writing that is signed by both parties and that is witnessed and notarized by a public notary reflecting the date of such a change.

(4) We each acknowledge and agree that both of us--Robertson and Cartinhour-- will each hold and/or possess a financial interest in the business partnership but that neither of our respective financial interests in the business partnership shall be solely as a passive investment; and We agree, promise, and affirmatively covenant that each of us will be actively involved in the business of the partnership. In addition, Cartinhour specifically agrees, promises, and affirmatively covenants that although he is not an attorney, he will regardless be actively involved in the business of the partnership by performing professional services that contribute to or assist the partnership's sole business of providing legal services to clients; such anticipated services include, but are not limited to, providing financial and other analysis of the statements and/or business practices of public companies and their managers and directors in order to help determine whether our legal clients may have causes of action based on those statements or practices, and also providing analysis of the viability and legitimacy of cross-border/international investments, particularly in Eastern Europe. Cartinhour represents that he has sufficient expertise in these matters for which he intends to provide his services; and further represents and covenants that he will manage and/or control this portion of the partnership's business regardless of whether or not he has any control over the partnership's business generally. We also individually and together, jointly, acknowledge and agree that We are presently contemplating expanding the services offered by the partnership but only at some future time as may be allowed by proposed changes to the Professional Rules governing attorneys and attorney partnerships in the District of Columbia. Cartinhour agrees and covenants that these services he provides in the business partnership may be billed by Robertson to Robertson's present or future legal clients of the partnership and

Initials: WCE JR
William C. Cartinhour, Jr.:

Wade Robertson: WR

Cartinhour agrees to perform all record-keeping or other duties necessary to enable Robertson and the business partnership to do so. Cartinhour further agrees and affirmatively covenants that in all his actions regarding the business partnership, Cartinhour shall at all times undertake to abide by the D.C. Rules of Professional Conduct governing attorneys and attorney partnerships in the District of Columbia. Robertson agrees to be responsible for the actions of Cartinhour in the business partnership to the same extent that Robertson would be responsible if Cartinhour was an attorney in the partnership, but Robertson will bear no responsibility regarding Cartinhour beyond this.

(5) We each acknowledge and agree that We are entering this business partnership with the express intent that it shall last and continue in operation for an indefinite period of time; and that We presently intend that it shall continue beyond the close of all present legal engagements that Robertson has undertaken or is otherwise presently associated with.

(6) We each acknowledge and agree that numerous and complex factors have been considered by each of us separately, and by both of us jointly, in determining what each of us should individually contribute to the business partnership's capital and what each of us should be entitled to as a fair and appropriate allocation of financial interest and/or equity in the partnership. We agree that each and any of the factors considered by us were sufficient for us to make a fair determination in this regard. One such factor we have considered is that we intend that the business partnership will grow, in part, by joining at some time in the future additional attorneys as partners and that any financial interest and/or equity of the partnership available to these potential future partners shall be taken entirely and solely out of Robertson's allocated interest or equity but that Cartinhour's allocation shall not be diluted in such event. Further, an additional factor that we have considered is the differences between the potential earnings to the partnership's capital accounts as attributable from Robertson individually and from Cartinhour individually. We further acknowledge and agree that the partnership will utilize loan provisions from the working capital to the partners until such time as there is taxable income and that our choice in doing so is for reasons related to perceived tax benefits.

(7) We each acknowledge and agree that both of us--Robertson and Cartinhour— each have a duty independent of the other to keep ourselves personally and timely informed of all matters related to the business of the partnership regardless of the actions or communications of the other partner. And We each specifically agree, promise, and affirmatively covenant as to all of the following: (a) that we each share equally in joint responsibility for maintaining all the books, records, papers and accounts of the partnership's business and no failure by either of us in this regard will waive the requirements or responsibilities of the other under this provision; and (b) that we likewise each share equally in joint responsibility for the preparation of, and retention of, any and all statements or accountings or reports of the partnership business and that no failure by either of us in this regard will waive the requirements or responsibility of the other under this provision; and (c) that we shall at all times share and have joint control over all books and records of the partnership's business; and (d) that we each have a responsibility independent of the other to timely bring to the attention of the other by written objection any failure of the other to comply with any of the provisions of this paragraph; and (e) finally, that for purposes of this paragraph, any objections made more than 91 days after the event complained of shall be deemed not timely and any failure complained of after such time has passed shall be deemed as waived by the party making the objection.

(8) We each acknowledge and agree that because the business partnership will have as its sole business the provision of legal services, and because Robertson is an attorney but Cartinhour is not, that Robertson may not be able to share fully with Cartinhour all attorney-information in his possession regarding the legal engagements that Robertson has undertaken or is otherwise associated with in the course of the legal business of the partnership. Cartinhour expressly acknowledges and consents to this limitation and Cartinhour agrees that his own interest in the business partnership is not and will not be impaired by this limitation and further expressly agrees to waive any objections or claims potentially arising in the future from this limitation. Further, Cartinhour agrees that he has already received from Robertson, and is in possession of, sufficient information regarding all of Robertson's legal business and cases within the scope of the partnership that is necessary to enable Cartinhour to independently track or otherwise investigate any and all public filings and rulings made in those cases; and that such information in Cartinhour's possession includes but is not limited to the court information and public docket numbers of all of Robertson's active litigation matters. And Cartinhour expressly agrees, promises, and affirmatively covenants that he has an independent and continuing duty to timely investigate and follow, and that he will continue to timely investigate and follow, all publicly-known developments in Robertson's litigation matters that are within the scope of the partnership, including any and all public filings and court decisions in any such litigation matter. And further, Cartinhour expressly agrees, promises, and

Initials:
William C. Cartinhour, Jr.: W C C J R

Wade Robertson: WR

affirmatively covenants that he will exercise his own judgment, consult if necessary with outside counsel, make his own determinations, and rely upon his own independent conclusions, with regards to all publicly-available materials for any of Robertson's litigation matters that are within the partnership's business. Cartinhour agrees and covenants that he will rely solely upon his own determinations and conclusions regarding the status and continuing viability of any and all active litigation cases engaged in by Robertson within the partnership business. Cartinhour further expressly acknowledges the inherent uncertainty of all litigation matters as may be assumed by Robertson and expressly consents to this assumption of risk within the business partnership between Cartinhour and Robertson and further agrees and covenants that he will not and cannot interfere with Robertson's professional independence and legal duties owed to Robertson's legal clients in the provision of legal services.

(9) We each acknowledge and agree that both of us--Robertson and Cartinhour-- will from time to time make various statements either orally or in writing to each other and that the context may not always be clear and that there is always a risk of miscommunication or confusion between the parties; therefore, we agree to restrict any and all communications between us that are of a material nature regarding the business partnership to a writing signed by both of us and that we will not otherwise rely on any communications not conforming to the manner set forth by this paragraph.

(10) We each acknowledge and agree that no third-parties have any interest in this partnership and we each agree and affirmatively covenant that we have not made any disclosures regarding this partnership or agreement to any third parties except as specifically provided for in this agreement. Further, we agree and affirmatively covenant not to make any disclosures in the future to any third-parties except as provided for by this agreement or as specifically agreed to in a subsequent writing signed by each of us. We further agree and affirmatively covenant that all partnership materials are confidential and that most of the partnership materials are protectable trade secrets, including materials related to the design and operation of the partnership, and that they should not be disclosed except as required by an operation of law, and that if it becomes necessary to file any of these materials in any court then we agree and covenant that they will only be filed under seal against full public disclosure. We further agree and affirmatively covenant that confidential partnership materials include, but are not limited to, information and tangible materials, whether furnished before or after the date of this agreement, and any and all forecasts, reports, studies, valuations, analyses, compilations, or other documents or records. We further agree and affirmatively covenant that if either of us is responsible for any breach of the provisions of this paragraph that the breaching party shall pay all attorney's fees and costs to the non-breaching party to remedy or otherwise enforce the provisions of this paragraph and shall be liable for damages.

(11) We each acknowledge and agree that both of us--Robertson and Cartinhour-- has had full notice and opportunity to consult first with our own independent attorneys regarding this business partnership and before entering into this written agreement or the partnership itself. In addition, Cartinhour expressly acknowledges and agrees that he has consulted first beforehand with his own independent attorney regarding the partnership and this agreement, and that his attorney advised him against entering into this partnership, but that Cartinhour has decided to enter into the partnership and this agreement notwithstanding the advice of his attorney.

(12) We each acknowledge and agree that this agreement shall be binding upon, and inure to the benefit of the executors, administrators, estates, heirs, and legal successors of the respective partners hereto. We also agree that this agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

(13) We agree that this agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

(14) We agree that each provision of this agreement shall be considered separable. If, for any reason, any provision or provisions hereof are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this agreement which are valid.

(15) We further understand and agree that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

EXECUTED by the Parties, this 16 day of September, 2004.


William C. Cartinhour, Jr.

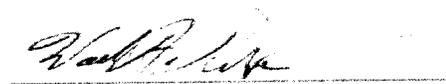

Wade Robertson

EXHIBIT 14

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

WADE A. ROBERTSON :
 :
 :
 Plaintiff/Counter-Defendant, :
 :
 :
 v. : **Case No.: 1:09-cv-01642 (ESH)**
 :
 :
 WILLIAM C. CARTINHOOR, JR., :
 W.A.R., LLP :
 :
 :
 Defendant/Counter-Plaintiff. :

**AFFIDAVIT OF WILLIAM C. CARTINHOOR, JR.
IN OPPOSITION TO WADE A. ROBERTSON'S
MOTION FOR SUMMARY JUDGMENT**

I, William C. Cartinhour Jr., having been duly sworn, state and testify as follows:

1. I am over eighteen (18) years of age, I have personal knowledge of the facts and matters set forth in this Affidavit and I am competent to testify to the matters set forth herein with personal knowledge, and that the documents attached hereto as true and accurate copies of the originals.
2. I am eighty-two (82) years old.
3. I have no legal training.
4. I have no experience in reading legal documents or analyzing litigation.
5. I have no experience in forming partnerships or in any sophisticated business transactions.
6. I have always lived in insular life. I never married or had children.
7. My health has progressively deteriorated in the last ten (10) years. The Defendant, Wade A. Robertson ("Robertson"), knew that I was in poor health during this period.

28. I did not fully read or understand any document which Robertson provided to me. Each time Robertson presented me with an agreement or document, he told me that they were formalities and I believed him because he was my lawyer and business partner.

29. I did not create any of the Agreements or documents concerning the business relationship with Robertson that I signed. I relied completely upon Robertson to accurately tell me the meaning of the documents which he asked me to sign because he is an attorney whom I trusted so completely that I agreed to be his business partner and appointed him as executor of my estate.

30. I had no other attorney review any of the documents that I signed in connection with my business dealings with Robertson because I believed that Robertson, as my attorney, would protect my rights and advise me of the significance and meaning of the documents which I signed.

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY AND UPON PERSONAL KNOWLEDGE THAT THE CONTENTS OF THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

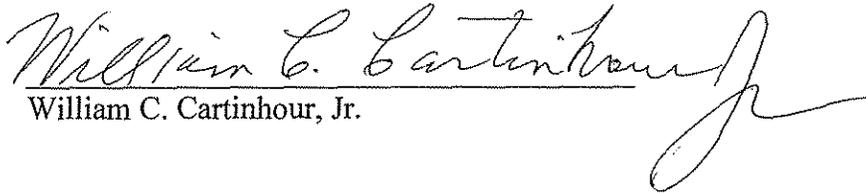

William C. Cartinhour, Jr.

EXHIBIT 15

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WADE A. ROBERTSON :
 :
 Plaintiff/Counter-Defendant, :
 :
 v. : Case No.: 1:09-cv-01642 (ESH)
 :
 WILLIAM C. CARTINHOOR, JR., :
 W.A.R., LLP :
 :
 Defendant/Counter-Plaintiff. :

AFFIDAVIT OF WILLIAM C. CARTINHOOR, JR.
IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT

I, William C. Cartinhour Jr., having been duly sworn, state and testify as follows:

1. I am over eighteen (18) years of age, I have personal knowledge of the facts and matters set forth in this Affidavit and I am competent to testify to the matters set forth herein with personal knowledge.

2. I am eighty-two (82) years old.

3. I have no legal training.

4. I have no experience in reading legal documents or analyzing litigation.

5. In or about early 2004, I was introduced to Robertson through a mutual acquaintance.

6. Robertson represented to me that he was attempting to secure investors to finance the out-of-pocket costs that would be incurred in the Litigation, such as expert fees, deposition costs, class certification, etc.

7. Robertson claimed that the case was worth “billions” and I would receive a fixed percentage of the recovery, which would be “hundreds of millions.”

8. In reliance on Robertson’s statements, Robertson induced me to form a

Partnership with him in 2004 and invest \$3,500,000 therein between 2004 and 2006.

9. Robertson prepared a Partnership Agreement and presented it to me for the first time on September 17, 2004.

10. I was not represented by independent counsel at the time to review the Partnership Agreement.

11. Robertson did not verbally advise me to seek the advice of independent counsel.

12. Robertson presented the Partnership Agreement for the first time on the day that it was signed and I did not have an opportunity to seek the advice of independent counsel.

13. I believed Robertson was my attorney and business partner and therefore trusted and relied upon Robertson's advice and counseling with respect to entering into the Partnership Agreement and subsequent Amendments.

14. Robertson did not explain to me the substance, terms and effect of the Partnership Agreement and subsequent Amendments.

15. Robertson stated that the Partnership Agreement was a mere formality and nothing to be concerned about.

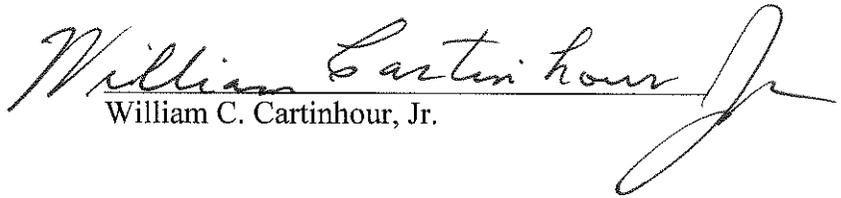
16. Robertson did not explain or disclose to me that the Partnership Agreement allows him to make loans with my money.

17. In reliance on Robertson's representations, and upon the advice and direction of Robertson, I executed the Partnership Agreement and subsequent Amendments.

18. I was not represented by independent counsel at the time to review the Business Agreement and counsel me as to its terms and effect.

19. I believed Robertson was my attorney and business partner and therefore relied

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY AND UPON PERSONAL KNOWLEDGE THAT THE CONTENTS OF THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.


William C. Cartinhour, Jr.