UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

SECURITIES AND EXCHANGE COMMISSION Plaintiff, v. ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC Defendants.	Case No. 3:18-cv-252-CWR-FKB Hon. Carlton W. Reeves, District Judge Hon. F. Keith Ball, Magistrate Judge
ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC, Plaintiff, v. BUTLER SNOW LLP; BUTLER SNOW ADVISORY SERVICES, LLC; MATT THORNTON; BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC; ALEXANDER SEAWRIGHT, LLC; BRENT ALEXANDER; and JON SEAWRIGHT, Defendants.	Case No. 3:18-cv-00866 Arising out of Case No. 3:18-cv-252, Securities and Exchange Commission v. Arthur Lamar Adams and Madison Timber Properties, LLC Hon. Carlton W. Reeves, District Judge

NOTICE OF FILING

PLEASE TAKE NOTICE that on August 24, 2021, the Receiver filed a Response to The UPS Store, Inc.'s "Motions (1) to Consolidate Related Actions, and (2) to Stay or Modify Case Schedule" in *Alysson Mills v. The UPS Store, et al.*, Doc. 288, No. 3:19-cv-364 (S.D. Miss.). The response is attached as Exhibit A.

August 24, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing with the Clerk of Court using the ECF system which sent notification of filing to all counsel of record.

Date: August 24, 2021 */s/ Kristen Amond*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC,

Plaintiff,

v.

THE UPS STORE, INC.; HERRING VENTURES, LLC d/b/a THE UPS STORE; AUSTIN ELSEN; TAMMIE ELSEN; COURTNEY HERRING; DIANE LOFTON; CHANDLER WESTOVER; RAWLINGS & MACINNIS, PA; TAMMY VINSON; and JEANNIE CHISHOLM,

Defendants.

Case No. 3:19-cv-00364-CWR-FKB

Arising out of Case No. 3:18-cv-252, *Securities and Exchange Commission v. Arthur Lamar Adams and Madison Timber Properties, LLC*

Hon. Carlton W. Reeves, District Judge
Hon. F. Keith Ball, Magistrate Judge

RECEIVER'S RESPONSE TO THE UPS STORE INC.'S "MOTIONS (1) TO CONSOLIDATE RELATED ACTIONS, AND (2) TO STAY OR MODIFY CASE SCHEDULE"

Alysson Mills, in her capacity as the court-appointed receiver for Arthur Lamar Adams and Madison Timber Properties, LLC (the "Receiver"), through undersigned counsel, respectfully submits this response to the "Motions (1) to Consolidate Related Actions, and (2) to Stay or to Modify Case Schedule" filed by Defendant The UPS Store, Inc. [Doc. 261].

Introduction

The Receiver raised the possibility of coordinated discovery in June, after UPS served 32 victims with subpoenas duces tecum and deposition subpoenas without conferring with the Receiver regarding dates.[1] Following a discovery conference and acting on what she believed to be the Court's suggestion, the Receiver proposed possible ways to coordinate discovery in a letter to the Court dated July 26, 2021. The letter explained that coordinated discovery could be helpful without requiring a continuance of the trial date in this case.

The Receiver's letter was a good faith effort to have a meaningful preliminary conversation about possible ways to coordinate discovery. UPS did not respond to the Receiver's letter.

Instead, it filed motions in all four of the Receiver's pending cases, demanding that they be consolidated and indefinitely stayed "until the criminal case against [Brent] Alexander and [Jon] Seawright is final."[2] UPS does not explain why. The Receiver's cases are all factually distinct, and the Receiver already grouped like defendants together. Even among the Receiver's cases, UPS's case is unique. Did UPS notarize fake timber deeds? No other case asks the question. Alexander and Seawright cannot answer it; they are not figures, much less central figures, in UPS's case.

UPS has used the prospect of coordinated discovery as a tool for delay. UPS does not propose possible ways to coordinate discovery. It simply demands a stay or, alternatively, an extension of its discovery cutoff by a whole year, at a minimum.

The Receiver understands, based on recent representations, that the Court intends to coordinate discovery and extend deadlines in this case as necessary to resolve outstanding issues.

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[1] Doc. 207.

[2] Doc. 262 at 12.

The Receiver agrees that some extensions of time are warranted, but a consolidation that unnecessarily prolongs trial in this case is unjust and unnecessary. This case is distinct and straightforward.

The Receiver responds to UPS's motion to the extent necessary to correct its several misrepresentations.

1. The Receiver already grouped like defendants together.

The Receiver has filed four lawsuits against individuals and entities who aided and abetted the Madison Timber Ponzi scheme. The four cases overlap to the extent that all defendants share a relation to Lamar Adams and Madison Timber, but the factual allegations are distinct and the procedural postures are different. Anyone who is familiar with the cases knows that the Receiver already grouped like defendants together:

Alysson Mills v. Butler Snow, et al., No. 3:18-cv-866 Butler Snow LLP; Butler Snow Advisory Services, LLC; Matt Thornton; Baker, Donelson, Bearman, Caldwell & Berkowitz, PC; Alexander Seawright, LLC; Brent Alexander; and Jon Seawright	The complaint alleges law firms and their agents lent their influence, their professional expertise, and even their clients to Adams and Madison Timber.	February 25, 2021: Butler Snow LLP; Butler Snow Advisory Services, LLC; Matt Thornton settlement approved May 5, 2021: Other defendants' motions to dismiss denied May 20, 2021: U.S. Attorney's Office announced criminal indictments of Brent Alexander and Jon Seawright June 30, 2021: Entire case stayed pending resolution of criminal proceedings
Alysson Mills v. BankPlus, et al., No. 3:19-cv-196 BankPlus; BankPlus Wealth Management, LLC; Gee Gee Patridge, Vice President and Chief Operations Officer of BankPlus; Stewart Patridge; Jason Cowgill; Martin Murphree; Mutual of Omaha Insurance Company; and	The complaint alleges financial institutions and their agents lent their influence, their professional services, and even their customers to Madison Timber, establishing for it a de facto DeSoto County headquarters within BankPlus's Southaven, Mississippi branch office.	July 8, 2021: Mutual of Omaha Insurance Company and Mutual of Omaha Investor Services, Inc. dismissed July 8, 2021: Other defendants' motions to dismiss denied

Mutual of Omaha Investor Services, Inc.		
Alysson Mills v. The UPS Store, Inc., et al., No. 3:19-cv-364 The UPS Store, Inc.; Herring Ventures, LLC d/b/a The UPS Store; Austin Elsen; Tammie Elsen; Courtney Herring; Diane Lofton; Chandler Westover; Rawlings & MacInnis, PA; Tammy Vinson; and Jeannie Chisholm	The complaint alleges the defendants (notaries and their employers on whom Lamar Adams principally relied) notarized fake timber deeds.	September 30, 2019: All defendants' motions to dismiss denied June 1, 2021: Original trial date April 4, 2022: Trial
Alysson Mills v. Trustmark, et al., No. 3:19-cv-941 Trustmark National Bank, Bennie Butts, Jud Watkins, Southern Bancorp Bank, and RiverHills Bank	The complaint alleges financial institutions and professionals provided banking services that enabled and sustained the Madison Timber Ponzi scheme.	August 23, 2021: Jud Watkins dismissed without prejudice March 1, 2021: Other defendants' motions to dismiss denied October 22, 2022: Trial

2. This case is, uniquely, about timber deeds.

Until the Receiver proposed coordinating discovery (and the opportunity to urge an indefinite stay arose) UPS never argued that the four cases needed to be consolidated.

UPS and Rawlings & MacInnis are the only defendants who are alleged to have notarized fake timber deeds. The Court denied their motions to dismiss two years ago, observing that "a case about notarization should not be overly complex."[3] Whether UPS and Rawlings & MacInnis notarized fake timber deeds, or whether instead they notarized real timber deeds that Adams altered after-the-fact, has no bearing at all on whether RiverHills Bank, for instance, formed assembly lines on the first and fifteenth of each month to wire money to investors.

[3] Doc. 49.

3. UPS and the Receiver have the same things.

The discovery in this case thus far has, understandably, focused on the timber deeds themselves. The Receiver produced any timber deeds in her possession to UPS and its co-defendant Rawlings & MacInnis as part of her initial disclosures.

UPS and Rawlings & MacInnis say they want to see original timber deeds. UPS represents that "although the Receiver has inspected and copied these original timber deeds, defendants have not had that opportunity"[4]—the suggestion being that the Receiver has had an unfair advantage. The representation is untrue.

Shortly after her appointment, the Receiver personally visited Madison Timber's office with the intention of collecting records, including timber deeds, but not much was there. The FBI had already searched the office and seized Madison Timber's files. The Receiver never viewed or inspected the original files. Much later the Receiver obtained an electronic copy of Madison Timber's files from the FBI, pursuant to court order. She has made that electronic copy available to all defendants.

Presumably the FBI still has the original files, which contain original timber deeds. The Receiver long ago anticipated that UPS and Rawlings & MacInnis would want to inspect original timber deeds and so personally arranged a teleconference between the Government and counsel for Rawlings & MacInnis last spring. By its own account, Rawlings & MacInnis apparently thereafter **waited a full year** to make a *Touhy* request of the Government and to file an APA action. UPS still has not filed an APA action, but in its motion says it "**intends to**."[5] If the original timber deeds are so "critical"[6] to their defense, what is taking them so long?

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[4] Doc. 262 at 24.

[5] Doc. 262 at 24.

[6] Doc. 262 at 16, 24.

4. UPS has Adams's computer.

According to UPS, the original timber deeds are "critical" because "Adams has admitted that he forged the signatures of the grantor-landowner on these deeds *after* they were properly notarized with only his signature on the document."[7] The Receiver addressed Adams's "admission" in her response to Rawlings & MacInnis's separate motion to stay.[8] Suffice it to say, UPS relies on, but tellingly does not reproduce, the alleged admission. The alleged admission comes from a text message from Adams to his old friends Jeff Rawlings and Mike MacInnis. This is what the text message says:

> If I ever get access to my computer again I can show y'all the document transfer program I used to change the Notary part of a timber Deed from my signature to "the within named two". It changed Documents from PDF to Word and therefore I could change Tammy notarizing my signature to two signatures. I will also show this to the Government when we start meeting.[9]

UPS uses the alleged admission to justify its alleged need for original timber deeds, but Adams's text message said the evidence UPS seeks is on Adams's **computer**, not in files that were seized by the FBI.

Thankfully, the FBI made a forensic image of Adams's computer. That forensic image is an unaltered snapshot of the computer on the date it was seized and is the best evidence of whether Adams "altered documents after he asked notaries to acknowledge his signature."[10] The Receiver obtained a copy of the forensic image and made it available to UPS and Rawlings & MacInnis in **December 2020**. To the extent UPS's defense depends on Adams's alleged admission, it has long had what it needs.

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[7] Doc. 262 at 24.
[8] Doc. 279.
[9] Doc. 258-2.
[10] Doc. 262 at 16.

5. UPS does not want to try this case.

UPS does not want to try this case. It resents that its case is the first of the Receiver's cases to go to trial. It has grossly maligned the Receiver and her fulfillment of her discovery obligations and moved to stay all proceedings twice. The reality is this case is not complicated, and the Court ordered the parties to proceed with discovery two years ago.

6. There is no misconduct, and no prejudice.

UPS has not been "badly prejudiced by the Receiver's misconduct."[11]

UPS points to the Receiver's newly created virtual data room as evidence that she has been "holding hostage approximately 350,000 pages of material."[12] But most of the documents in the virtual data room have nothing to do with this case. For ease, the Receiver made the virtual data room available to all defendants, believing (naively) that making it available to everyone would avoid conflict.[13] The Receiver's letter summarizing the virtual data room's documents made clear both that she did not concede the documents' relevancy in all cases (BankPlus's internal emails, for instance, have no relevancy to UPS's case) and that many defendants already have many of the documents (UPS, in fact, already had, among other things, all of Adams's emails, because they were on Adams's computer).[14] The Receiver has not "stonewalled discovery" or "improperly

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[11] Doc. 262 at 7.

[12] Doc. 262 at 7.

[13] No good deed goes unpunished. The Receiver also believed organizing the documents by folders and subfolders, as a courtesy, would be appreciated. Instead Defendants complained that they wanted to be able to download all documents in one click. *See* Exhibit A.

The Receiver cannot win. UPS in its motion says the Receiver could have "produc[ed] the 350,000 pages of material with a confidentiality designation." [Doc. 262 at 7]. The Receiver eventually did produce the 350,000 pages of material with a confidentiality designation—and Trustmark complained that she produced the 350,000 pages of material with a confidentiality designation.

[14] Doc. 263-3 at 6.

withheld" from UPS documents relevant to this case.[15] The allegation is absurd coming from UPS, a party that has produced relatively nothing.[16]

The only genuine dispute between the parties is victims' privacy. The Receiver has, for two years now, asked that everyone respect victims' privacy and treat victims' personal identifying information (PII) as confidential. The issue is the subject of several pending motions, including the Receiver and the S.E.C.'s joint motion for protective order.[17] UPS says the Receiver is "re-litigating" an issue the Court "already considered and rejected."[18] That is false—the Court said the argument was premature[19]—but as anyone can see by now, the truth never got in UPS's way. The Receiver might not have moved to quash the subpoenas duces tecum and deposition subpoenas that UPS served on victims if UPS had agreed to protect victims' PII and conferred with her regarding dates.

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[15] Doc. 262 at 18.

[16] The Receiver's motion to compel, Doc. 167, filed in February, is still pending.

[17] Everyone, except defendants, wants to protect victims' privacy. See, e.g., *Response of the United States to the Motion of the UPS Store, Inc.*, Doc. 55, *United States v. Adams*, No. 3:18-cr-00088 (S.D. Miss) (citing authorities including the Crime Victim's Rights Act); *S.E.C.'s Reply to Objections to Joint Motion for Protective Order*, Doc. 308, *Securities & Exchange Commission vs. Adams, et al*., No. 3:18-cv-00252 (S.D. Miss). The FBI, when the Receiver informed it that she would be making documents she obtained from the FBI available to defendants, asked that she protect victims' PII.

Courts have broad discretion to protect victims' PII in cases such as these. See, e.g., *Duff v. Central Sleep Diagnostics*, 801 F.3d 833, 844 (7th Cir. 2015) (affirming receivership court's decision to treat names of victims as confidential). See also Docs. 1766, 1877, *Securities and Exchange Commission v. Stanford Int'l Bank Ltd., et al*., No. 3:09-cv-0298 (N.D. Tex.) (after the Stanford receiver was made aware "that confidentiality concerns exist[ed]," the court granted the receiver's request to use claim ID numbers in public filings so as not to disclose "information from which the individual Investor CD Claimants can be identified"); *Caxton Int'l Ltd. v. Rsrv. Int'l Liquidity Fund, Ltd.*, No. 09-cv-782, 2009 WL 2365246, at *6–7 (S.D.N.Y. July 30, 2009) (redacting information "reflecting the identity of actual or potential [non-party] investors" and directing the parties "to file their motion papers under seal and then, to the extent those papers identify any non-party investor, file copies in the public court files with the minimum amount of redactions necessary to protect the identity of non-party investors"); Doc. 75, *Securities and Exchange Commission v. Joseph F. Forte, et al.*, No. 09-63 (E.D. Penn.) (protective order required the use of numbers to identify victims); *Druck Corp. v. The Macro Fund (U.S.) Ltd*., No. 02-cv-6163, 2002 WL 31415699, at *1 (S.D.N.Y. Oct. 28, 2002) (requiring that "any reference to the non-party investors shall identify them only as John Doe, Richard Roe, etc."; that affidavits or exhibits be filed under seal "to the extent they identify any non-party investor"; and that copies be filed "in the public court files with the minimum amount of deletions necessary to protect the identity of the non-party investors").

[18] Doc. 262 at 23.

[19] Doc. 89 at 2 ("the issue is premature").

Notwithstanding the Receiver's valid concerns for victims' privacy, she has not withheld information. She long ago gave UPS any information relevant to this case and, about a month ago, gave it much, much more.

7. UPS wants a stay, not discovery.

But it does not matter what the Receiver gives UPS. The reality is UPS wants a stay, not discovery.

UPS repeatedly represents "depositions have not begun"[20] and "there have been no depositions taken"[21]—the suggestion being that no one has gotten around to noticing depositions in this case. In fact, the Receiver noticed defendants' depositions but they refused to appear.[22]

UPS complains that, because of the COVID-19 pandemic, they can only depose Lamar Adams on Fridays, therefore to use the four days allotted to them they will have to travel to Bastrop, Texas on four separate occasions.[23] UPS insisted on four days of deposition and now conveniently uses the inconvenience of four days of deposition to postpone it. Adams is not, in UPS's words, "essentially unavailable for the foreseeable future."[24] Everyone has been inconvenienced by the pandemic. For what it is worth, the Receiver's team is vaccinated and ready to go to Texas.

As recently as August 18, 2021, UPS still refused to look at any of the documents in the virtual data room because it would prefer to argue about whether victims' PII should be treated as confidential pending this Court's ruling on the Receiver and the S.E.C.'s joint motion for

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[20] Doc. 262 at 6.

[21] Doc. 262 at 12.

[22] Doc. 258-9 (letter from defense counsel dated August 3, 2021 refusing to make defendants available for deposition).

[23] Doc. 262 at 22.

[24] Doc. 261 at 4.

protective order.[25] UPS bragged that it would not "capitulate to the Receiver's demands."[26] The truth is UPS does not care about discovering the truth, it only cares about delay.

Given all the foregoing, it is absurd for UPS to represent that "through no fault of defendants in this action, discovery cannot possibly be completed."[27]

8. The common issues have been decided already or are overstated.

In its new and late push to consolidate all of the Receiver's cases, UPS leans on two purported common issues: standing and damages.

First, standing. UPS represents that in each of her cases "the Receiver has asserted causes of action that belong to investors."[28] No. The Receiver represents the Receivership Estate. Yes, the Receivership Estate exists to recover money for victims of Madison Timber—but the plaintiff is the Receiver, and the asserted causes of action belong to the Receivership Estate.[29]

Defendants in all of the Receiver's cases already filed motions to dismiss that argued "the Receiver has asserted causes of action that belong to investors."[30] In each case the Court rejected defendants' argument because the applicable Fifth Circuit case law is clear. *E.g., Zacarias v. Stanford International Bank*, 945 F.3d 883 (5th Cir. 2019). The issue is decided, and those rulings were consistent across all cases. *See* Doc. 262 at 11 (arguing consolidation is necessary "in large

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[25] Doc. 258-1.

[26] Doc. 262 at 12, 19.

[27] Doc. 262 at 17.

[28] Doc. 262 at 5.

[29] Yes, the Receiver obtained assignments from victims, but her standing does not depend on them. She obtained the assignments to use only in the event a court held she herself lacked standing to assert her causes of action. *See, e.g.,* Doc. 1 at ¶ 8 ("to remove any doubt"). Because that has not happened, the assignments are superfluous. *E.g., Alysson Mills v. Butler Snow, et al.*, No. 3:18-cv-866, Doc.70 at n.5 ("The Court has not considered whether the receiver also has standing via assignments from investor-victims.").

[30] Doc. 262 at 5. Interestingly, UPS did not dispute the Receiver's standing in its first motion to dismiss. A year after the Court denied UPS's first motion to dismiss, UPS filed a second motion to dismiss on the issue of standing, piggybacking other defendants' arguments.

part to ensure ruling[s] are consistent"). No one can credibly contend standing warrants consolidation.

Next, and relatedly, damages. The Receiver's damages are the debts of the Receivership Estate. *E.g., Zacarias*, 945 F.3d 899 (affirming receiver's standing to recover damages from defendants whose acts contributed to the debts of the receivership estate, including from the increase in "unsustainable liabilities inflicted by the Ponzi scheme"); *Rotstain v. Mendez*, 986 F.3d 931 (5th Cir. 2021) (affirming receivers standing to "recover[] for injury to the [receivership estate] entities in the form of the entities' additional liability to investors due to Defendants' conduct"). The Receiver long ago provided UPS a preliminary accounting of those debts. She finalized her accounting in order to make a first distribution in May, and last month she made a final accounting, along with any supporting documents, available to all defendants.

Damages are consistent across all cases. If the Receiver is right, no one defendant can avoid liability by pointing to another; each is liable for the whole. The Receiver alleges that defendants, each in their own way, willfully aided and abetted Adams and Madison Timber and therefore are jointly and severally liable. *See* Miss. Code. Ann. § 85-5-7(4).

The Receiver's complaints do include a cause of action for negligence. The Receiver acknowledges that for negligent, as opposed to willful, acts, a defendant is entitled to apportion fault. At the end of the day, that exercise likely will be academic, but in no event does the possibility of apportionment of fault entitle UPS to use discovery to harass and blame victims (and that appears to be its sole mission).[31]

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[31] *See, e.g.,* the S.E.C's Reply to Defendants' Objections to Joint Motion for Protective Order, Doc. 308 at 3, *Securities & Exchange Commission vs. Adams, et al*., No. 3:18-cv-00252 (S.D. Miss) ("Of course, they have the right to discovery and to mount whatever defense they chose. . . . But the suggestion that they are on equal footing with the victims in an equitable sense, or that it is only fair that they get to besmirch the reputation of the victims in the Court record because their reputations may have been besmirched by their association with Adams, is simply incorrect, and inappropriate to the point of being offensive.").

9. There is no authority for the consolidation and indefinite stay that UPS seeks.

UPS asks for a stay "until the criminal case against Alexander and Seawright is final,"[32] so that it might point its finger at them.

UPS does not say how or why. It only says "those two are important material witnesses in the Notary Public Action."[33] Again, the Receiver's cases are all factually distinct, and the Receiver already grouped like defendants together. The Receiver appreciates Baker Donelson's response to UPS's motion to consolidate, which reasonably observes that Alexander and Seawright are central to Baker Donelson's case but not others.[34] They are "not alleged to have had any interaction with the many defendants in the other Investor Loss Cases, and consolidation of those disparate parties at trial would produce unnecessary confusion and would make the trial unworkable."[35]

Even accepting that defendants are entitled to point the finger at other defendants, there is no authority for the proposition that the mere possibility of apportionment of fault necessitates consolidation under Federal Rule of Civil Procedure 42 much less the indefinite stay that UPS seeks. Not even the single case on which UPS relies supports such proposition. *See Axcess Int'l, Inc. v. Savi Techs., Inc.*, No. 3:10-cv-1033-F, 2011 WL 13089393, at *2 (N.D. Tex. Nov. 9, 2011) ("**The mere presence of a common question of law or fact, however, does not mandate consolidation of any kind.** The court may refuse a request to consolidate cases if the common question is not a central one, **if consolidation will cause delay in one or more of the individual cases**, or if consolidation will lead to confusion or prejudice in the management or trial of the case." (citing *Mills v. Beech Aircraft Corp.*, 886 F.2d 758, 762 (5th Cir. 1989) (**upholding denial**

[32] Doc. 262 at 12.
[33] Doc. 262 at 11.
[34] *See* Doc. 98, *Alysson Mills vs. Butler Snow, et al.*, No. 3:18-cv-00866 (S.D. Miss.).
[35] *Id.* at ¶ 1 (citing cases).

of motion to consolidate on grounds that cases were at different stages of preparedness for trial)).

UPS also misleads the Court to the extent that it suggests that the Stanford receiver stipulated to the consolidation of the Stanford receivership's cases. UPS selectively quotes from one motion to consolidate two cases. UPS omits that the defendants in both cases were lawyers who were alleged to have together breached fiduciary duties to Stanford—indeed, one lawyer relied on the others' advice. *See* Doc. 132, *Janvey v. Alvardo*, No. 3:10-cv-2584 (N.D. Tex. Mar. 15, 2017) ("The primary claim against Alvarado is that he breached his fiduciary duties to the Stanford entities, and the primary claim against Proskauer is that it aided and abetted the breaches of fiduciary duties by Stanford officers and directors, one of whom was Alvarado. . . . [T]he Receiver contends that the advice Proskauer gave Alvarado and the Stanford entities regarding their response to regulatory investigations was negligent and constituted malpractice."). Consolidation of those two cases plainly made every bit as much sense as the Receiver's grouping of like defendants, **which she already did here**.

UPS would have the Court believe that the mere fact of a Ponzi scheme is a "common issue" enough to justify consolidation and an indefinite stay. That is not true. By this point the Court is aware that dozens of cases have proceeded to resolution or trial in the Stanford receivership without consolidation and notwithstanding criminal indictments.

10. Some coordination makes sense.

For UPS, the sole purpose of consolidation is, transparently, to obtain an indefinite stay of a case that it does not want to try. The Receiver opposes consolidation for that purpose. The Receiver opposes any stay of UPS's case or any continuance of trial beyond which is reasonably necessary to resolve outstanding issues.

Be that as it may, the Receiver agrees (indeed, it was her idea) that some coordination across cases makes sense. The Receiver already created a virtual data room which contains, with few exceptions, all the records the Receiver obtained in the course of her investigation. All defendants now have access to the virtual data room.

The Receiver proposes that going forward the parties coordinate on certain categories of depositions—Lamar Adams, victims—for the convenience of the parties and the deponents, who otherwise might be subjected to numerous interrogations.

It is absurd for any defendant to demand to depose each and every victim (184 investors in Madison Timber, not counting the 33 who invested through the Alexander Seawright Timber Fund). The Receiver strongly disputes the relevancy of victim depositions; most victims had no direct dealings with most if any defendants. But if victim depositions are to be conducted, they should be done in a manner that minimizes the burden on victims and protects their privacy.

In this important respect, all parties need clear guidance. A good start is the Receiver and the S.E.C.'s proposed protective order, which would require that the parties identify victims by number in any public filings. That simple solution would go a long way to facilitating discovery.

The Receiver's motion to quash UPS's subpoenas duces tecum addresses the relevancy of many of UPS's requests for production of victims. The Receiver submits that a ruling on that motion, applied across cases, would set appropriate boundaries for all parties.

If defendants genuinely want to obtain meaningful discovery, efficiently, and not merely frustrate and delay, they ought to agree to state a good faith basis for deposing a particular victim, and they ought to permit a victim to appear by Zoom.

The Receiver's letter to the Court dated July 26, 2021 proposed other ways the parties might coordinate across cases, and some may still make sense. What does not make sense is an

indefinite stay or unreasonable extension of time in any case. The parties need rules for the road, not another excuse to kick the can.

August 24, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing with the Clerk of Court using the ECF system which sent notification of filing to all counsel of record.

Date: August 24, 2021 */s/ Kristen Amond*

M&A.

Kristen Amond <kamond@millsamond.com>

Re: Madison Timber Receivership Virtual Data Room

1 message

Kristen Amond <kamond@millsamond.com> Wed, Aug 18, 2021 at 1:59 PM
To: William Ray <wray@watkinseager.com>
Cc: "Barriere, Brent" <bbarriere@fishmanhaygood.com>, Lilli Evans Bass <bass@bbjlawyers.com>, Alysson Mills <amills@millsamond.com>, "Donnelly, Jeanette" <jdonnelly@fishmanhaygood.com>, "Bieck, Rob" <rbieck@joneswalker.com>, "Cc: Breckinridge, Alexander" <abreckinridge@joneswalker.com>, "Slattery, Thomas" <tslattery@joneswalker.com>, "tom684@bellsouth.net" <tom684@bellsouth.net>, "kpickett@joneswalker.com" <kpickett@joneswalker.com>, "Buchanan, Stacey Moore" <sbuchanan@joneswalker.com>, Bobby Thompson <bobby.thompson@mgclaw.com>, Laura Givens <laura.givens@mgclaw.com>, Walter Newman <wnewman95@msn.com>, Miles Forks <mforks@danielcoker.com>, "tpeeples@danielcoker.com" <tpeeples@danielcoker.com>, Trey Byars <wbyars@danielcoker.com>, "robertsmurphree@gmail.com" <robertsmurphree@gmail.com>, "Singer, Craig" <csinger@wc.com>, "bgraham@wc.com" <bgraham@wc.com>, James Crongeyer <jcrongeyer@watkinseager.com>, Mike Ulmer <mulmer@watkinseager.com>, David Kaufman <DKaufman@brunini.com>, Cody Bailey <cbailey@brunini.com>, Mike Bolen <rmb@hoodbolen.com>, "McDonald, Mark R." <mmcdonald@mofo.com>, "Hunt, Adam J." <adamhunt@mofo.com>, "LaToya Merritt (3749)" <LaToya.Merritt@phelps.com>, "Mallory Bland (3334)" <mallory.bland@phelps.com>, Reuben Anderson <reuben.anderson@phelps.com>, Scott Wells <swells@rushingguice.com>, Billy Guice <bguice@rushingguice.com>, Todd Burwell <tburwell@gtbpa.com>, Emily Lindsay <elindsay@gtbpa.com>, Collins Wohner <cwohner@watkinseager.com>, Matt Tyrone <mtyrone@watkinseager.com>, Paul Stephenson III <pstephenson@watkinseager.com>, "Stephanie M. Rippee" <srippee@watkinseager.com>, Kelly Simpkins <ksimpkins@wellsmar.com>, "Walter D. Willson" <wwillson@wellsmar.com>, "abaker@wlj.com" <abaker@wlj.com>, "ccoleman@wlj.com" <ccoleman@wlj.com>, Scott Jones <Scott.Jones@arlaw.com>, Adam Griffin <adam.griffin@arlaw.com>, Catherine Payne <cpayne@watkinseager.com>, Sue Davin <sdavin@watkinseager.com>, Lauren DeFord <ldeford@watkinseager.com>

Hi everyone, I've looked at this. It will be easiest to download documents by folders. There are 17 folders. Of these, the FBI folder is the largest and it has 8 subfolders. We organized things by folders (and subfolders for larger sets) as a courtesy. To the extent that you have to download folder-by-folder, please do not let that dissuade you from accessing the documents.

For those of you who have agreed to be bound by either the UPS protective order or revised terms of access but whose links have expired, I will send a re-invitation link shortly.

Kristen Amond
d: 504-556-5523
kamond@millsamond.com

On Wed, Aug 18, 2021 at 9:15 AM William Ray <wray@watkinseager.com> wrote:

> Trustmark will move forward with accessing and downloading the documents under the agreed "UPS Store, Inc. case protective order option" as clarified in our emails.
>
> Even though the click-through points on the plaintiff's website may indicate acceptance of "terms and conditions" beyond the existing protective order in the UPS Store, Inc. case, Trustmark will not be deemed to have accepted those additional terms by accessing the data base and documents.
>
> If that is not our agreement, please say so immediately.

Exhibit A

We also request that you provide us with clear instructions for downloading the complete database in a single session. If that is not feasible, please let me know the total size of the database, and I will provide you a portable drive, so you can copy all of the documents onto the drive and send them to me.

William F. Ray

Watkins & Eager PLLC

Jackson, Mississippi

Direct: 601-965-1974

Cell: 601-594-7729

From: Barriere, Brent <bbarriere@fishmanhaygood.com>
Sent: Monday, August 16, 2021 6:13 PM
To: William Ray <wray@watkinseager.com>; Kristen Amond <kamond@millsamond.com>; Lilli Evans Bass <bass@bbjlawyers.com>; Alysson Mills <amills@millsamond.com>
Cc: Donnelly, Jeanette <jdonnelly@fishmanhaygood.com>; Bieck, Rob <rbieck@joneswalker.com>; Cc: Breckinridge, Alexander <abreckinridge@joneswalker.com>; Slattery, Thomas <tslattery@joneswalker.com>; tom684@bellsouth.net; kpickett@joneswalker.com; Buchanan, Stacey Moore <sbuchanan@joneswalker.com>; Bobby Thompson <bobby.thompson@mgclaw.com>; Laura Givens <laura.givens@mgclaw.com>; Walter Newman <wnewman95@msn.com>; Miles Forks <mforks@danielcoker.com>; tpeeples@danielcoker.com; Trey Byars <wbyars@danielcoker.com>; robertsmurphree@gmail.com; Singer, Craig <csinger@wc.com>; bgraham@wc.com; James Crongeyer <jcrongeyer@watkinseager.com>; Mike Ulmer <mulmer@watkinseager.com>; David Kaufman <DKaufman@brunini.com>; Cody Bailey <cbailey@brunini.com>; Mike Bolen <rmb@hoodbolen.com>; McDonald, Mark R. <mmcdonald@mofo.com>; Hunt, Adam J. <adamhunt@mofo.com>; LaToya Merritt (3749) <LaToya.Merritt@phelps.com>; Mallory Bland (3334) <mallory.bland@phelps.com>; Reuben Anderson <reuben.anderson@phelps.com>; Scott Wells <swells@rushingguice.com>; Billy Guice <bguice@rushingguice.com>; Todd Burwell <tburwell@gtbpa.com>; Emily Lindsay <elindsay@gtbpa.com>; Collins Wohner <cwohner@watkinseager.com>; Matt Tyrone <mtyrone@watkinseager.com>; Paul Stephenson III <pstephenson@watkinseager.com>; Stephanie M. Rippee <srippee@watkinseager.com>; Kelly Simpkins <ksimpkins@wellsmar.com>; Walter D. Willson <wwillson@wellsmar.com>; abaker@wlj.com; ccoleman@wlj.com; Scott Jones <Scott.Jones@arlaw.com>; Adam Griffin <adam.griffin@arlaw.com>
Subject: RE: Madison Timber Receivership Virtual Data Room

You are correct on both counts. I should note , however, that any changes in protective order(s) will apply including any which maybe more restrictive or less so.

Brent Barriere

bbarriere@fishmanhaygood.com

FishmanHaygood LLP

201 St. Charles Avenue, 46th Floor

New Orleans, Louisiana 70170

Exhibit A

d: 504.586.5252 f: 504.586.5250

fishmanhaygood.com

From: William Ray <wray@watkinseager.com>
Sent: Monday, August 16, 2021 6:10 PM
To: Kristen Amond <kamond@millsamond.com>; Barriere, Brent <bbarriere@fishmanhaygood.com>; Lilli Evans Bass <bass@bbjlawyers.com>; Alysson Mills <amills@millsamond.com>
Cc: Donnelly, Jeanette <jdonnelly@fishmanhaygood.com>; Bieck, Rob <rbieck@joneswalker.com>; Cc: Breckinridge, Alexander <abreckinridge@joneswalker.com>; Slattery, Thomas <tslattery@joneswalker.com>; tom684@bellsouth.net; kpickett@joneswalker.com; Buchanan, Stacey Moore <sbuchanan@joneswalker.com>; Bobby Thompson <bobby.thompson@mgclaw.com>; Laura Givens <laura.givens@mgclaw.com>; Walter Newman <wnewman95@msn.com>; Miles Forks <mforks@danielcoker.com>; tpeeples@danielcoker.com; Trey Byars <wbyars@danielcoker.com>; robertsmurphree@gmail.com; Singer, Craig <csinger@wc.com>; bgraham@wc.com; James Crongeyer <jcrongeyer@watkinseager.com>; Mike Ulmer <mulmer@watkinseager.com>; David Kaufman <DKaufman@brunini.com>; Cody Bailey <cbailey@brunini.com>; Mike Bolen <rmb@hoodbolen.com>; McDonald, Mark R. <mmcdonald@mofo.com>; Hunt, Adam J. <adamhunt@mofo.com>; LaToya Merritt (3749) <LaToya.Merritt@phelps.com>; Mallory Bland (3334) <mallory.bland@phelps.com>; Reuben Anderson <reuben.anderson@phelps.com>; Scott Wells <swells@rushingguice.com>; Billy Guice <bguice@rushingguice.com>; Todd Burwell <tburwell@gtbpa.com>; Emily Lindsay <elindsay@gtbpa.com>; Collins Wohner <cwohner@watkinseager.com>; Matt Tyrone <mtyrone@watkinseager.com>; Paul Stephenson III <pstephenson@watkinseager.com>; Stephanie M. Rippee <srippee@watkinseager.com>; Kelly Simpkins <ksimpkins@wellsmar.com>; Walter D. Willson <wwillson@wellsmar.com>; abaker@wlj.com; ccoleman@wlj.com; Scott Jones <Scott.Jones@arlaw.com>; Adam Griffin <adam.griffin@arlaw.com>
Subject: Madison Timber Receivership Virtual Data Room

For clarity:

- If a defendant agrees to be bound by the terms of the UPS Store, Inc. case protective order, instead of your Terms of Access, we get the same access to documents as we would get if we agreed to your Terms of Access.

- Significant questions of confidentiality are currently pending decision by the Court – so in any event, any defendant can still continue to seek an order clarifying or modifying those terms in the future, and if the Court adopts a less-restrictive position in our own case or on a consolidated basis, the newly-adopted terms set out by the Court would govern.

Right?

William F. Ray

Watkins & Eager PLLC

Jackson, Mississippi

Exhibit A

Direct: 601-965-1974

Cell: 601-594-7729

From: Kristen Amond <kamond@millsamond.com>
Sent: Monday, August 16, 2021 3:41 PM
To: Bieck, Rob <rbieck@joneswalker.com>; Cc: Breckinridge, Alexander <abreckinridge@joneswalker.com>; Slattery, Thomas <tslattery@joneswalker.com>; kpickett@joneswalker.com; Buchanan, Stacey Moore <sbuchanan@joneswalker.com>; Bobby Thompson <bobby.thompson@mgclaw.com>; Laura Givens <laura.givens@mgclaw.com>; Walter Newman <wnewman95@msn.com>; Miles Forks <mforks@danielcoker.com>; tpeeples@danielcoker.com; Trey Byars <wbyars@danielcoker.com>; tom684@bellsouth.net; robertsmurphree@gmail.com; Singer, Craig <csinger@wc.com>; bgraham@wc.com; James Crongeyer <jcrongeyer@watkinseager.com>; Mike Ulmer <mulmer@watkinseager.com>; David Kaufman <DKaufman@brunini.com>; Cody Bailey <cbailey@brunini.com>; Mike Bolen <rmb@hoodbolen.com>; McDonald, Mark R. <mmcdonald@mofo.com>; Hunt, Adam J. <adamhunt@mofo.com>; LaToya Merritt (3749) <LaToya.Merritt@phelps.com>; Mallory Bland (3334) <mallory.bland@phelps.com>; Reuben Anderson <reuben.anderson@phelps.com>; Scott Wells <swells@rushingguice.com>; Billy Guice <bguice@rushingguice.com>; Todd Burwell <tburwell@gtbpa.com>; Emily Lindsay <elindsay@gtbpa.com>; William Ray <wray@watkinseager.com>; Collins Wohner <cwohner@watkinseager.com>; Matt Tyrone <mtyrone@watkinseager.com>; Paul Stephenson III <pstephenson@watkinseager.com>; Stephanie M. Rippee <srippee@watkinseager.com>; Kelly Simpkins <ksimpkins@wellsmar.com>; Walter D. Willson <wwillson@wellsmar.com>; abaker@wlj.com; ccoleman@wlj.com; Scott Jones <Scott.Jones@arlaw.com>; Adam Griffin <adam.griffin@arlaw.com>
Cc: Brent Barriere <bbarriere@fishmanhaygood.com>; Lilli Evans Bass <bass@bbjlawyers.com>; Alysson Mills <amills@millsamond.com>; Donnelly, Jeanette <jdonnelly@fishmanhaygood.com>
Subject: Re: Madison Timber Receivership Virtual Data Room

Counsel:

Please find attached a letter from Brent Barriere about the Madison Timber Receivership virtual data room along with updated terms of access and the protective order issued in the Receiver's lawsuit against The UPS Store, Inc., et al.

Kristen Amond
d: 504-556-5523
kamond@millsamond.com

On Wed, Jul 28, 2021 at 11:09 AM Kristen Amond <kamond@millsamond.com> wrote:

> Counsel,
>
> Please see the attached letter from Trustmark's counsel. Since Trustmark has requested Alexander Seawright's records and BankPlus's internal emails, we thought it appropriate to let counsel for Alexander Seawright and BankPlus respond, and so are putting everyone on the same page.

Exhibit A

Kristen Amond
d: 504-556-5523
kamond@millsamond.com

On Mon, Jul 26, 2021 at 11:44 AM Kristen Amond <kamond@millsamond.com> wrote:

Counsel,

The Receiver has created a virtual data room to provide to defendants all documents in her possession. An explanation of the records in the data room is attached. Any defendant's counsel who agrees to straightforward terms of access shall be permitted to access the data room.

Shortly each of you will be receiving an invitation from SecureDocs with a link to access the virtual data room. If you do not agree to the attached terms of access, we ask that you not access the virtual data room.

Please contact me if you have any questions.

Kristen

Kristen Amond

Mills & Amond LLP
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d: 504-556-5523 | t: 504-383-0332 | f: 504-556-5523
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Exhibit A