

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ROBERT ORMISTON and
ELIZABETH GIORDANO,

Plaintiffs,

v.

JULIE FREEMAN and CHRIS
FREEMAN,

Defendants.

Civil Action File No.
1:21-cv-04654-VMC

Conference is requested

CONSOLIDATED PRETRIAL ORDER

1.

There are no motions or other matters pending for consideration by the court except as noted:

Defendant objects to Plaintiff's attempt to allege a breach of the non-compete provision of the Offer and Purchase Agreement (Business Assets) (the "Purchase Agreement"). Plaintiffs did not allege such a breach in their Second Amended Complaint [Doc 20] and therefore should not be allowed to allege it now.

Defendant objects to Plaintiff's attempt to use Email chain between J.

Reyes and B. Ormiston (Ormiston_1_000390-391) as it contains information regarding Ms. Freeman that is irrelevant, prejudicial, and unverified.

Defendant intends to file a motion in limine on both issues shortly.

Motions in limine, if any, shall be filed in accordance with the Court's Guidelines to Parties and Counsel in Cases Proceeding Before the Honorable Victoria M. Calvert. The parties anticipate filing motions to permit boxes of exhibits, demonstratives, and technology into the courthouse. No other motions are pending.

2.

All discovery has been completed, unless otherwise noted, and the court will not consider any further motions to compel discovery. (Refer to LR 37.1B). Provided there is no resulting delay in readiness for trial, the parties shall, however, be permitted to take the depositions of any persons for the preservation of evidence and for use at trial.

3.

Unless otherwise noted, the names of the parties as shown in the caption to this Order and the capacity in which they appear are correct and complete, and there is no question by any party as to the misjoinder or non-joinder of any parties.

There are no remaining claims against Chris Freeman.

4.

Unless otherwise noted, there is no question as to the jurisdiction of the court; jurisdiction is based upon the following code sections. (When there are multiple claims, list each claim and its jurisdictional basis separately.)

There is no question as to the jurisdiction of the Court. Jurisdiction is based upon the following code sections: 28 U.S.C. § 1332, which applies to all the claims in this case.

5.

The following individually-named attorneys are hereby designated as lead counsel for the parties:

Plaintiff: Todd J. Poole, Poole Huffman, LLC
Scott B. McMahan, Poole Huffman, LLC

Defendant: Keith S. Hasson, Hasson Law Group, LLP
Max S. Franco, Hasson Law Group, LLP
J. Tanner Lusk, Hasson Law Group, LLP

Other Parties: Not applicable.

6.

Normally, the plaintiff is entitled to open and close arguments to the jury. (Refer to LR39.3(B)(2)(b)). State below the reasons, if any, why the plaintiff should

not be permitted to open arguments to the jury.

Not applicable.

7.

The captioned case shall be tried (**X**) to a jury or (____) to the court without a jury, or (____) the right to trial by jury is disputed.

8.

State whether the parties request that the trial to a jury be bifurcated, i.e. that the same jury consider separately issues such as liability and damages. State briefly the reasons why trial should or should not be bifurcated.

The trial should be bifurcated. In the first phase, the jury will decide whether or not there is liability for Breach of Contract and the amount of compensatory damages to award, if any. In the second phase, the jury will determine whether there is liability for attorney's fees, and the amount of attorney's fees and costs to award under Georgia law, if any. OCGA § 9–11–42(b); See also *Whitley v. Gwinnett Cnty.*, 221 Ga. App. 18, 19–20 (1996).

9.

Attached hereto as **Attachment “A”** and made a part of this order by reference are the questions which the parties request that the court propound to the jurors concerning their legal qualifications to serve.

10.

Attached hereto as **Attachment “B-1”** are the general questions which plaintiff wishes to be propounded to the jurors on voir dire examination.

Attached hereto as **Attachment “B-2”** are the general questions which defendant wishes to be propounded to the jurors on voir dire examination.

Attached hereto as Attachment “B-3”, “B-4”, etc. are the general questions which the remaining parties, if any, wish to be propounded to the jurors on voir dire examination. **Not applicable.**

The court shall question the prospective jurors as to their address and occupation and as to the occupation of a spouse, if any. Counsel may be permitted to ask follow-up questions on these matters. It shall not, therefore, be necessary for counsel to submit questions regarding these matters. The determination of whether the judge or counsel will propound general voir dire questions is a matter of courtroom policy which shall be established by each judge.

11.

State any objections to plaintiff’s voir dire questions:

None.

State any objections to defendant’s voir dire questions:

None.

State any objections to the voir dire questions of the other parties, if any:

Not applicable.

12.

All civil cases to be tried wholly or in part by jury shall be tried before a jury consisting of not less than six (6) members, unless the parties stipulate otherwise. The parties must state in the space provided below the basis for any requests for additional strikes. Unless otherwise directed herein, each side as a group will be allowed the number of peremptory challenges as provided by 28 U.S.C. § 1870. See Fed.R.Civ.P. 47(b).

The parties do not request additional strikes.

13.

State whether there is any pending related litigation. Describe briefly, including style and civil action number.

Not applicable.

14.

Attached hereto as **Attachment “C”** is plaintiff’s outline of the case which includes a succinct factual summary of plaintiff’s cause of action and which shall be neither argumentative nor recite evidence. All relevant rules, regulations, statutes, ordinances, and illustrative case law creating a specific legal duty relied upon by

plaintiff shall be listed under a separate heading. In negligence cases, each and every act of negligence relied upon shall be separately listed. For each item of damage claimed, plaintiff shall separately provide the following information: (a) a brief description of the item claimed, for example, pain and suffering; (b) the dollar amount claimed; and (c) a citation to the law, rule, regulation, or any decision authorizing a recovery for that particular item of damage. Items of damage not identified in this manner shall not be recoverable.

Attached.

15.

Attached hereto as **Attachment “D”** is the defendant’s outline of the case which includes a succinct factual summary of all general, special, and affirmative defenses relied upon and which shall be neither argumentative nor recite evidence. All relevant rules, regulations, statutes, ordinances, and illustrative case law relied upon as creating a defense shall be listed under a separate heading. For any counterclaim, the defendant shall separately provide the following information for each item of damage claimed: (a) a brief description of the item claimed; (b) the dollar amount claimed; and (c) a citation to the law, rule, regulation, or any decision authorizing a recovery for that particular item of damage. Items of damage not identified in this manner shall not be recoverable.

Attached.

16.

Attached hereto as **Attachment “E”** are the facts stipulated by the parties. No further evidence will be required as to the facts contained in the stipulation and the stipulation may be read into evidence at the beginning of the trial or at such other time as is appropriate in the trial of the case. It is the duty of counsel to cooperate fully with each other to identify all undisputed facts. A refusal to do so may result in the imposition of sanctions upon the non-cooperating counsel.

No facts have been stipulated at this time. The parties will confer and attempt to agree on stipulated facts before the Pretrial Conference.

17.

The legal issues to be tried are as follows:

- 1. Whether Defendant Julie Freeman is liable to Plaintiffs for Breach of Contract.**
- 2. Whether Defendant Julie Freeman is liable to Plaintiffs for attorney’s fees.**
- 3. The total amount of damages, if any, that Plaintiffs are entitled to recover from Julie Freeman.**
- 4. The total amount of attorney’s fees, if any, that Plaintiffs are**

entitled to recover from Julie Freeman.

- 5. Whether Plaintiffs are liable to Defendant Julie Freeman for attorney's fees.**
- 6. The total amount of attorney's fees, if any, that Defendant Julie Freeman is entitled to recover from Plaintiffs.**

18.

Attached hereto as Attachment "F-1" for the plaintiff, Attachment "F-2" for the defendant, and Attachment "F-3", etc. for all other parties is a list of all the witnesses and their addresses for each party. The list must designate the witnesses whom the party will have present at trial and those witnesses whom the party may have present at trial. Expert (any witness who might express an opinion under Rule 702), impeachment and rebuttal witnesses whose use as a witness can be reasonably anticipated must be included. Each party shall also attach to the list a reasonable specific summary of the expected testimony of each expert witness.

All of the other parties may rely upon a representation by a designated party that a witness will be present unless notice to the contrary is given ten (10) days prior to trial to allow the other party(s) to subpoena the witness or to obtain the witness' testimony by other means. Witnesses who are not included on the witness list (including expert, impeachment and rebuttal witnesses whose use should have been

reasonably anticipated) will not be permitted to testify, unless expressly authorized by court order based upon a showing that the failure to comply was justified.

Attached.

19.

Attached hereto as Attachment “G-1” for the plaintiff, Attachment “G-2” for the defendant, and “G3”, etc. for all other parties are the typed lists of all documentary and physical evidence that will be tendered at trial. Learned treatises which are expected to be used at trial shall not be admitted as exhibits. Counsel are required, however, to identify all such treatises under a separate heading on the party’s exhibit list.

Each party’s exhibits shall be numbered serially, beginning with 1, and without the inclusion of any alphabetical or numerical subparts. Adequate space must be left on the left margin of each party’s exhibit list for court stamping purposes. A courtesy copy of each party’s list must be submitted for use by the judge.

Prior to trial, counsel shall mark the exhibits as numbered on the attached lists by affixing numbered yellow stickers to plaintiff’s exhibits, numbered blue stickers to defendant’s exhibits, and numbered white stickers to joint exhibits. When there are multiple plaintiffs or defendants, the surname of the particular plaintiff or defendant shall be shown above the number on the stickers for that party’s exhibits.

Specific objections to another party’s exhibits must be typed on a separate page

and must be attached to the exhibit list of the party against whom the objections are raised. Objections as to authenticity, privilege, competency, and, to the extent possible, relevancy of the exhibits shall be included. Any listed document to which an objection is not raised shall be deemed to have been stipulated as to authenticity by the parties and shall be admitted at trial without further proof of authenticity.

Unless otherwise noted, copies rather than originals of documentary evidence may be used at trial. Documentary or physical exhibits may not be submitted by counsel after filing of the pretrial order, except upon consent of all the parties or permission of the court. Exhibits so admitted must be numbered, inspected by counsel, and marked with stickers prior to trial. Counsel shall familiarize themselves with all exhibits (and the numbering thereof) prior to trial. Counsel will not be afforded time during trial to examine exhibits that are or should have been listed.

Attached.

20.

The following designated portions of the testimony of the persons listed below may be introduced by deposition:

Plaintiff identifies all depositions taken by either party pursuant to paragraph 2 of this Consolidated Pretrial Order.

Defendant similarly designates all depositions taken by either party

pursuant to paragraph 2 of this Consolidated Pretrial Order.

Any objections to the depositions of the foregoing persons or to any questions or answers in the depositions shall be filed in writing no later than the day the case is first scheduled for trial. Objections not perfected in this manner will be deemed waived or abandoned. All depositions shall be reviewed by counsel and all extraneous and unnecessary matter, including non-essential colloquy of counsel, shall be deleted. Depositions, whether preserved by stenographic means or videotape, shall not go out with the jury.

21.

Attached hereto as Attachments “H-1” for the plaintiff, “H-2” for the defendant, and “H-3”, etc. for other parties, are any trial briefs which counsel may wish to file containing citations to legal authority concerning evidentiary questions and any other legal issues which counsel anticipate will arise during the trial of the case. Limitations, if any, regarding the format and length of trial briefs is a matter of individual practice which shall be established by each judge.

Trial briefs, if any, shall be submitted at the Pretrial Conference, or as issues arise during the trial.

22.

In the event this is a case designated for trial to the court with a jury, requests

for charge must be submitted no later than 9:30 a.m. on the date on which the case is calendared (or specially set) for trial. Requests which are not timely filed and which are not otherwise in compliance with LR 51.1, will not be considered. In addition, each party should attach to the requests to charge a short (not more than one (1) page) statement of that party's contentions, covering both claims and defenses, which the court may use in its charge to the jury.

Counsel are directed to refer to the latest edition of the Eleventh Circuit District Judges Association's Pattern Jury Instructions and Devitt and Blackmar's Federal Jury Practice and Instructions in preparing the requests to charge. For those issues not covered by the Pattern Instructions or Devitt and Blackmar, counsel are directed to extract the applicable legal principle (with minimum verbiage) from each cited authority.

23.

If counsel desire for the case to be submitted to the jury in a manner other than upon a general verdict, the form of submission agreed to by all counsel shall be shown in **Attachment "I"** to this Pretrial Order. If counsel cannot agree on a special form of submission, parties will propose their separate forms for the consideration of the court.

24.

Unless otherwise authorized by the court, arguments in all jury cases shall be limited to one-half hour for each side. Should any party desire any additional time for argument, the request should be noted (and explained) herein.

25.

If the case is designated for trial to the court without a jury, counsel are directed to submit proposed finding of fact and conclusions of law not later than the opening of trial.

Not applicable.

26.

Pursuant to LR 16.3, lead counsel and persons possessing settlement authority to bind the parties met in person on **April 8, 2024**, to discuss in good faith the possibility of settlement of this case. The court (___) has or (X) **has not** discussed settlement of this case with counsel. It appears at this time that there is:

- (___) A good possibility of settlement.
- (___) Some possibility of settlement.
- (X) Little possibility of settlement.
- (___) No possibility of settlement.

27.

Unless otherwise noted, the court will not consider this case for a special setting, and it will be scheduled by the clerk in accordance with the normal practice of the

court.

28.

The plaintiff estimates that it will require **2-3 days** to present its evidence. The defendant estimates that it will require **2 days** to present its evidence. The other parties estimate that it will require **N / A** days to present their evidence. It is estimated that the total trial time is **5 days**.

29.

IT IS HEREBY ORDERED that the above constitutes the pretrial order for the above captioned case (___) submitted by stipulation of the parties or (**X**) approved by the court after conference with the parties.

IT IS FURTHER ORDERED that the foregoing, including the attachments thereto, constitutes the pretrial order in the above case and that it supersedes the pleadings which are hereby amended to conform hereto and that this pretrial order shall not be amended except by Order of the court to prevent manifest injustice. Any attempt to reserve a right to amend or add to any part of the pretrial order after the pretrial order has been filed shall be invalid and of no effect and shall not be binding upon any party or the court, unless specifically authorized in writing by the court.

IT IS SO ORDERED this 5th day of May, 2024.



HONORABLE VICTORIA MARIE CALVERT
UNITED STATES DISTRICT JUDGE

Each of the undersigned counsel for the parties hereby consents to entry of the foregoing pretrial order, which has been prepared in accordance with the form pretrial order adopted by this court.

POOLE HUFFMAN, LLC

/s/ Todd J. Poole

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Attorneys for Defendant

ATTACHMENT A

1. Are you not a citizen of the United States?
2. Have you not resided in this judicial district for at least the past one year?
3. Are you not a registered voter?
4. Do you have difficulty speaking or reading the English language?
5. Are you incapable – due to any mental or physical condition – to serve on a jury?
6. Have you or any members of your family ever attended, or do you have any intention of going to law school?
7. Have you had any legal training or any immediate family member who has had legal training?
8. Does anyone have a job that requires you to work with attorneys on a regular basis?
9. Do you have a criminal charge pending against you—or have you been convicted of a charge—punishable by imprisonment for more than one year?
10. Do you know any of the Plaintiffs’ attorneys?
11. Do you know any employees of, or has anyone in your immediate family worked for or been represented by the law firm of Poole Huffman, LLC?

12. Do you know any of the Defendants' attorneys?

13. Do you know any employees of, or has anyone in your immediate family worked for or been represented by the law firm of Hasson Law Group, LLP?

14. Do you know of the Plaintiff, Robert Ormiston?

15. Do you know of the Plaintiff, Elizabeth Giordano?

16. Do you know of the Defendant, Julie Freeman?

17. Have you or any members of your family used the accounting firm, Creekview Accounting Services, LLC?

18. Do you know any of the following individuals who may be witnesses in this case?

- **[REFER TO ATTACHMENTS F-1 AND F-2 FOR WITNESS LISTS]**

19. Do you believe you know anything about this case or have heard anything about this case before coming into Court today?

20. Would you not accept the law as I give it to you in my instructions if you disagree with that law?

21. Do any of you have any health condition, special disability or problem that would make serving as a member of this jury difficult or impossible?

22. Do you hold any belief, religious or otherwise, which discourages or prevents jury service?

ATTACHMENT B-1

(PLAINTIFF’S PROPOSED VOIR DIRE QUESTIONS FOR THE JURY)

1. Have you served on a jury before?
2. Do you or a family member own a business?
3. Have you ever been an officer or director of a business?
4. Have you ever bought or sold a business?
5. Have you ever considered buying or selling a business but then decided not to?
6. Have you ever been defrauded?
7. Are you familiar with the terms “warranties and representations” in a business contract?
8. Have you been lied to in a business transaction?
9. Have you ever signed or been a party to a business contract?
10. Have you ever used a fake name in a business setting?
11. Have you ever been a party to a contract that was breached?
12. Have you ever been subject to any clause that prohibits you from competing with a business or employer?
13. Have you ever been subject to any clause that prohibits you from soliciting customers or employees from a business?

14. Have you ever had to take over a position from someone who was retiring or leaving the business?

15. Has anyone worked for an accounting firm or in an accounting position in a business?

16. Have you or any member of your family ever filed a lawsuit?

17. Have you or any member of your family ever been sued?

18. Has any juror, or any member of your family, or any close friend of yours, ever been a witness in a lawsuit?

19. How many of you think that people sometimes file lawsuits that are frivolous?

20. How many of you think that just because someone files a lawsuit there must be some merit to it?

21. Do you believe the American judicial system holds people accountable for their actions?

22. Does anyone have a problem holding someone accountable for their actions?

23. Do you think people should be held accountable for what they owe?

24. Do you believe there should be caps on the amounts of damages awarded?

ATTACHMENT B-2

(DEFENDANTS PROPOSED VOIR DIRE QUESTIONS FOR THE JURY)

1. Has anyone served on a jury before?
3. Has anyone ever owned a business?
4. Has anyone ever bought or sold a business?
5. Does anyone have a family member that owns a business?
6. Has anyone ever tried to determine the value of a business?
7. Have you ever considered buying or selling a business but then decided not to?
8. Does anyone know what a due diligence contingency is?
9. Have you ever signed a contract which contained a due diligence provision?
9. Do you agree that it is important to read and understand a contract before you sign it?
10. Would you ever buy a service-based business without speaking to any of the existing customers prior to buying it?
11. Would you ever buy a company and not reach out to the employees regarding their roles after you buy the company?
10. Has anyone worked for an accounting firm or in finance?

11. Have you ever used QuickBooks online or another similar bookkeeping program?
12. Have any of you ever hired an accountant?
13. Does anyone have training or work experience in law or in the legal field?
14. Does anyone work in an industry where you service client accounts?
15. Do you agree that communication with your clients is crucial in developing and maintaining a business?
16. Has anyone worked for a business that delivers its services primarily remotely i.e. through the phone/internet?
17. Has anyone worked for a small service business, like a law firm, consulting firm, or accounting firm?
18. Has anyone ever used more than \$10,000 of physical cash to purchase a single item?

ATTACHMENT C
PLAINTIFFS' OUTLINE OF THE CASE

This case is about broken promises and misrepresentations made by Defendant Julie Freeman to the buyers of her accounting firm, Creekview Accounting Services, LLC.

The Plaintiffs are Robert Ormiston, a certified public accountant, and his wife Elizabeth Giordano. In June 2021, Plaintiffs decided to purchase an accounting practice. Ormiston had previously purchased five other accounting, tax, and bookkeeping practices and had run them successfully across twenty-eight years. Plaintiffs entered into a confidentiality agreement with a business broker, Poe Group Advisors, to help them acquire an accounting practice. Through Poe Group, Plaintiffs found Creekview Accounting Services, LLC. Defendant Julie Freeman was the sole owner of Creekview.

On June 28, 2021, Ormiston and Julie Freeman signed an Offer and Purchase Agreement for the purchase of Creekview's assets for \$625,000. The Purchase Agreement provided for a due diligence period of fifteen days. The Purchase Agreement also included a warranty that all documents provided by Julie Freeman during due diligence would be correct, and that there had been no adverse changes in the company's financial condition. During this period, Plaintiffs

requested Creekview's financial information. Julie Freeman provided Plaintiffs with a spreadsheet showing client revenues and notes. Julie Freeman communicated both in writing and orally that what she provided represented the entire then-current client level and revenues from said current clients. According to Julie Freeman's spreadsheet, Creekview had thirty-nine current clients at that time.

As part of the confidentiality agreement with Poe Group, Plaintiffs were prevented from contacting customers or employees of Creekview until after the deal closed. As a result, Plaintiffs had no way of confirming what Julie Freeman had represented to them and had no choice but to take her at her word that she was telling the truth. Further, based on his experience in the industry, Ormiston thought that asking for client contact information pre-closing would kill the deal.

After the sale, Julie Freeman purported to send an email to all of Creekview's clients informing them of the sale to Plaintiffs. Plaintiffs were unable to view the list of the email's recipients because they were BCC'ed on the email. Additionally, neither Ormiston nor Giordano's contact information was included in the email. Ormiston and Giordano learned a few months later that some of the purported recipients and "current clients" of Creekview never received such an email.

After the closing, Ormiston requested a list of Creekview's clients, along with their contact information. Ormiston was never given such a list. Instead, Freeman provided Ormiston with access to Creekview's Dropbox account. In the Dropbox account, Ormiston found contact information for only six of the thirty-nine "current" clients. Ormiston eventually received a list of clients from Chris Freeman, but that list was also incomplete.

The Purchase Agreement contained a number of warranties and representations made by Julie Freeman that, per the express terms of the Purchase Agreement, survived the closing. The Purchase Agreement also included covenants made by Julie Freeman.

Julie Freeman was obligated under the warranties and representations of the Purchase Agreement to provide accurate financial statements that fairly represented the financial condition of the business as of the date stated on them. Julie Freeman was also obligated under the warranties and representations of the Purchase Agreement to advise if there had been any material adverse changes to Creekview's "assets, liabilities, revenues, expenses, or any other items shown on such statements." She did neither. As such, Julie Freeman breached the contract.

Out of the thirty-nine purported "current" clients of Creekview, at least thirteen clients – representing approximately \$132,170 in revenue – had terminated

Julie Freeman prior to the closing. In some cases, the termination predated the creation of the spreadsheet of “current” clients that was delivered to Ormiston. The loss of clients is a material adverse change.

Julie Freeman further represented that Creekview’s assets were in good and operable condition, and that she would continue to operate Creekview until the closing by protecting its assets and goodwill and maintaining good relations with clients. This constituted another material misrepresentation. By not providing Ormiston with the client list and contact information and not informing all the clients of Creekview’s sale, many clients were left in the dark and grew dissatisfied after not hearing from their accounting firm during that period. As such, Julie Freeman breached the contract.

Julie Freeman misrepresented Creekview’s assets and overstated its revenue. Creekview’s biggest asset, like that of all such businesses, was its client list. The client list was the most important consideration to the Plaintiffs.

The number of clients provided in the spreadsheet was not true. Former clients who had terminated a firm’s services, by definition, do not account for any current or future revenue or services. As a result, the financial information provided to Ormiston and Giordano, which included revenue from clients who had never received the services they paid for or who were no longer clients, was also a

misrepresentation of Creekview's financial information in violation of the Purchase Agreement. As such, Julie Freeman breached the contract.

The Purchase Agreement also contained a covenant by Julie Freeman not to compete. In the covenant, Julie Freeman promised not to accept business from any present or past clients of Creekview. In direct violation of the non-compete, Julie Freeman began working under a new entity, Lat 29, LLC, and began performing work for Creekview's largest client, who accounted for \$83,000 in annual revenue for Creekview. As such, Julie Freeman breached the contract.

Ultimately, between prior termination of Julie Freeman, intense dissatisfaction with Julie Freeman, Julie Freeman's not providing Ormiston with the client list, and Julie Freeman's poaching of her former clients, only two of the thirty-nine clients remained with Creekview.

Julie Freeman failed to follow the terms of the Purchase Agreement by making material misrepresentations and by failing to deliver Creekview's assets to Ormiston and Giordano. Upon realization of the various misrepresentations and immense frustration due to Julie Freeman's refusal to deliver the assets, Ormiston and Giordano attempted to rescind the contract and recover the purchase price. Julie Freeman ignored their attempts and refused to return the purchase price.

Since Plaintiffs did not receive what the contract promised, this lawsuit followed.

Items of Damages

Actual Damages – Plaintiff is seeking an amount determined by the jury, but for at least \$625,000.00 – O.C.G.A. § 51-1-8; O.C.G.A. § 13-6-1; O.C.G.A. § 13-6-2; O.C.G.A. § 13-6-4; Operations Mgmt. Int’l, Inc. v. City of Forsyth, 288 Ga. App. 469, 472, 654 S.E.2d 438, 441 (2007); Oasis Goodtime Emporium I, Inc. v. Cambridge Cap. Grp., Inc., 234 Ga. App. 641, 644, 507 S.E.2d 823, 827 (1998).

Nominal Damages – If in the absence of a showing of actual damages for breach of contract, Plaintiff is seeking nominal damages from Defendant Julie Freeman’s breach, in an amount to be determined by the enlightened conscience of the jury – O.C.G.A § 13-6-6; Eastview Healthcare, LLC v. Synertx, Inc., 674 S.E.2d 641, 646–47 (Ga. Ct. App. 2009).

Intentional Breach of Contract – When a contract is broken, or a duty is omitted with knowledge and for the purpose of depriving the plaintiff of certain contemplated benefits, the remote damages occasioned thereby become a proper subject for the consideration of the jury – O.C.G.A § 51-12-10

Attorney’s Fees – Plaintiff is seeking an award of attorney’s fees, which consists of its reasonable hourly attorney’s fees and contingency attorney’s fees, as calculated through trial. Furthermore, the contract explicitly provides that the prevailing party in any suit on the contract shall be entitled to reasonable attorney’s fees and costs – O.C.G.A. § 13-6-11

Relevant Rules, Regulations, Statutes, Ordinances, and Case Law

Eastview Healthcare, LLC v. Synertx, Inc., 674 S.E.2d 641, 646–47 (2009).

Oasis Goodtime Emporium I, Inc. v. Cambridge Cap. Grp., Inc., 234 Ga. App. 641, 644, 507 S.E.2d 823, 827 (1998).

Operations Mgmt. Int’l, Inc. v. City of Forsyth, 288 Ga. App. 469, 472, 654 S.E.2d

438, 441 (2007).

O.C.G.A. § 13-6-1.

O.C.G.A. § 13-6-2.

O.C.G.A. § 13-6-4.

O.C.G.A. § 13-6-6.

O.C.G.A. § 13-6-11.

O.C.G.A. § 51-1-8.

O.C.G.A. § 51-12-10.

ATTACHMENT D

DEFENDANT'S OUTLINE OF THE CASE

This case arises from Plaintiffs, Robert Ormiston and Elizabeth Giordano's (collectively "Plaintiffs" separately "Plaintiff Ormiston" and "Plaintiff Giordano") failures in preparation and engagement. Specifically, it arises from Plaintiffs' 1) failure to engage in due diligence prior to the purchase of a business, 2) failure to prepare and familiarize themselves with the software of that business prior to purchasing it, and 3) failure to engage with the customers of the business after completing the purchase.

Plaintiffs endeavored to purchase a new accounting practice in June of 2021 and hired Poe Group Advisors ("Poe") to assist them with the process. On June 28, 2021, seller Julie Freeman ("Julie"), the owner of Creekview and Plaintiff Ormiston executed an Offer and Purchase Agreement (Business Assets) (the "Purchase Agreement") to sell the assets of Creekview to Plaintiffs.

The Purchase Agreement contained two vital clauses. First, there is the "Due Diligence Contingency" clause that gave Plaintiffs the right to request certain records within five days of execution of the Agreement and the right to cancel the sale for "whatever reason" by giving written notice within fifteen (15) days of the execution of the Purchase Agreement. The second crucial clause is the "Complete Agreement" clause, which acts as a merger clause and states that "[t]he entire

agreement of the parties relating to the sale of the business is set forth in th[e] agreement.”

During the due diligence period, Julie provided everything the Plaintiffs asked for. The following information was asked for and delivered to Plaintiffs: (a.) a spreadsheet which contained the names of clients and the revenue generated from those clients for the period January 2020 through July 2021; (b.) financial statements; (c.) tax returns; and (d.) bank statements. Plaintiff Ormiston went through the financials and bank statements delivered by Julie to make sure the numbers that had been represented were accurate. On July 6, 2021, Julie sent a spreadsheet to Plaintiff Ormiston which contained the names of clients and the revenue generated from those clients for the period January 2020 through July 2021. The Spreadsheet indicates that Creekview realized \$445,924.37 in revenue over the twelve months prior to the sale.

Plaintiffs did not request client contact information during the due diligence period and made no effort during due diligence to contact the clients of Creekview to ask about their level of satisfaction with Creekview's services. Had Plaintiffs requested this information, Julie Freeman would have happily delivered it to them. Plaintiffs allege that a confidentiality clause agreed to with Poe prevented them from contacting these clients. This provision was not included in the Purchase Agreement.

Plaintiffs did not request copies of the invoices Creekview delivered to its customers in due diligence. Although Plaintiff Ormiston considered Creekview's employees continuing to work for him after the sale to be material, he did not reach out to Creekview's two independent contractors, Chris Freeman or Bethany Monroe, during the due diligence period to discuss whether they would continue to work for him. Plaintiffs did not give written notice of cancellation within the fifteen-day Period but chose to proceed, and the transaction closed on or around July 24, 2021.

After closing, Julie transferred Creekview's Dropbox account to Plaintiff Ormiston which contained client files for each of the clients. During the months of July and August, Plaintiff Ormiston inexplicably failed to engage in his new business. Additionally, Plaintiffs knew Creekview was using QuickBooks Online before closing. Before he purchased Creekview, Plaintiff Ormiston had no experience using QuickBooks Online nor did he attempt to learn it prior to buying Creekview. More than a month after the closing of the sale of Creekview, Chris Freeman and Julie had to provide tutorials to Plaintiff Ormiston on how to use QuickBooks Online.

On August 2, 2021, Julie asked Plaintiff Ormiston for permission to go ahead and begin notifying clients that he had purchased Creekview. Julie felt that this was

a crucial step in the transition of the company. Plaintiff Ormiston asked her to wait, further delaying the transition.

Julie Freeman was eventually permitted to send out a notice to clients via email around the 10th of August. Other than "requesting information from Julie", Plaintiff Ormiston had taken no steps to reach out to clients to introduce himself until at least "late September."

Plaintiff Ormiston alleges that he could not find the majority of the client contacts in Dropbox when he was granted access. Both independent contractors have gone on record to state that it was extremely easy to locate this information. During the month of August, Julie had copied Plaintiff Ormiston on at least seven emails to different clients. Plaintiff Ormiston did not reach out to these customers to introduce himself.

By October, having heard little or nothing from Creekview's new owner and experiencing poor service, a significant number of Creekview's customers had become dissatisfied and had either terminated their relationship with Creekview or were getting ready to do so. At least seven of Creekview's clients moved their business due to dissatisfaction with Plaintiffs' services after the sale closed. In total,

the customers departing after the sale closed represented at least \$131,682.20, or approximately 30% percent of Creekview's revenues in the year prior to the sale.

On October 15, 2021, three and a half months after executing the Purchase and Sale Agreement, Plaintiffs wrote a letter demanding rescission. Due to their mismanagement and failure to engage, Plaintiffs could no longer return what was given to them by Julie Freeman. As a result, Julie refused to accept this, and a suit followed thereafter.

Items of Damages

Attorney's Fees – Defendant is seeking an award of attorney's fees, which consists of the total ,amount of time spent by Plaintiff's attorneys in representing Plaintiff billed at the reasonable hourly rate charged by the Attorney's through trial. Furthermore, the contract explicitly provides that the prevailing party in any suit on the contract shall be entitled to reasonable attorney's fees and costs – O.C.G.A. § 13-6-11.

Relevant Rules, Regulations, Statutes, Ordinances, and Case Law

Kipperman v. Onex Corp., No. 1:05-CV-01242-JOF, 2010 WL 11505688, (N.D. Ga. Sept. 29, 2010)

James River Ins. Co. v. Rapid Funding, LLC, 658 F.3d 1207 (10th Cir. 2011)

MTW Investment Co. v. Alcovy Properties, 273 Ga.App. 830, 832, 616 S.E.2d 166

(2005).

O.C.G.A. § 13-6-1.

O.C.G.A. § 13-6-2.

O.C.G.A. § 13-6-6.

O.C.G.A. § 13-6-11.

Fed. R. Evid. 701

Fed. R. Evid. 702

ATTACHMENT E

(Parties' Stipulation of Facts)

The parties have not stipulated to any facts at this time. The parties agree to work to stipulate to facts prior to trial.

ATTACHMENT F-1

Plaintiffs will have present at trial:*

- Robert Ormiston
 - o c/o Poole Huffman. 3562 Habersham at Northlake, Bldg. J, Ste 200, Tucker, GA 30084
- Elizabeth Giordano
 - o c/o Poole Huffman. 3562 Habersham at Northlake, Bldg. J, Ste 200, Tucker, GA 30084

Plaintiffs may have present at trial:

- Julie Freeman
- Chris Freeman
- Bethany Monroe
- Denise Brown
- Jennifer Hall
- Bryan Bright
- Ragan Faler
- Yang Hua
- Carlos Ramos
- Patrice Robbins
- Avi Robbins
- Mauricio Chavarriaga
- Glenn Evans
- Suzanne Slate
- Stephanie Smith
- Mariana Melendez
- Christina Anderson
- Paul Anderson
- Tiffany Cooper
- Joe Cooper
- Jeff Laughridge
- Amanda Burnette
- Tim Corder
- Mindy Corder
- Tyler Cruse

- Brian Grinestaff
- Molly Kinslow
- Beum Kyeu (Richard) Kim
- Dante Smith
- Sonia Smith
- Adrian Wilson
- Jennifer Wilson
- Maria Walsh
- Jacki Sykes
- Matt Tilton
- Jamie Tilton
- Julian Stewart
- Justin Hual
- Jason Hual
- Stephen Milford
- Luke Hual
- Cory Adams
- Jen Miller
- Brandy Fischer
- Diana Cone
- Alexis Miller
- Ruby Truong
- Joe Miller
- Andrew Austin
- Dianne McNally

*Plaintiffs may also call any witnesses identified on Defendant's witness list; rebuttal/impeachment witnesses as necessary; and appropriate records custodians to authenticate records as necessary.

ATTACHMENT F-2

Defendants will have present at trial:

- Julie Freeman
 - o c/o Hasson Law Group. 3379 Peachtree Rd. NE, Suite 625 | Atlanta, Georgia 30326

Defendants may have present at trial:

- Chris Freeman
- Bethany Monroe
- Maria Walsh
- Jamie Tilton
- Matt Tilton
- Jen Proctor
- Jacki Sykes
- Avi Robbins
- Patrice Robbins
- Julian Stewart
- Sonia Smith
- Dante Smith
- Ragan Faler
- Stephanie Smith
- Carol Poe
- Paul Anderson
- Christina Anderson
- Andrew Austin
- Bryan Bright
- Danielle Bright
- Denise Brown
- Mauricio Chavarriaga
- Tiffany Cooper
- Amanda Brunette
- Tim Corder
- Mindy Corder

- Nocholas Cost
- Katie Cost
- Tyler Cruse
- Trisha Simmons
- Glenn Evans
- Brandy Fischer
- Matt Fraizer
- Mark Garner
- Lindsey Garner
- Jill Gillhooley
- Brian Grinestaff
- Jennifer Hall
- Jason Haul
- Justin Haul
- Yang Hua
- Sapna Joiner
- Perry Joiner
- Beum Kyeu (Richard) Kim
- Molly Kinslow
- RAJ Krishna
- Ranjitha Krishna
- Jeff Laughridge
- Anita Padney
- Carlos Ramos
- Jorge Reyes
- Sammi Sreis
- Suzane Slate
- Adrian Wilson
- Jennifer Wilson

* Defendant may also call any witnesses identified on Plaintiff's witness list; rebuttal/impeachment witnesses as necessary; and appropriate records custodians to authenticate records as necessary.

ATTACHMENT G-1

JOINT EXHIBITS

1. Email thread ending with email from Julie Freeman to Bob Ormiston dated 7-11-2021 and spreadsheet (Ormiston_1_000816 - 818)
2. Offer and Purchase Agreement (Business Assets) (Freeman Dep. Ex. 3)
3. Email from Julie Freeman to Bob Ormiston dated 7-2-2021 (Ormiston_1_000815)
4. Email from Julie Freeman to Bob Ormiston dated 6-30-2021 (Ormiston_1_000813)
5. Email from Julie Freeman to Info Creekview dated 8-16-2021 (Ormiston_1_000365)
6. WayUp listing for Lat29 Consulting (Freeman Dep. Ex. 12)
7. Composite emails from Creekview Accounting to Julie Freeman re squareup.com (DEFS_000395 - 437)
8. Document referencing Joseph & Tiffany Cooper (DEFS_000459 - 466)
9. Document referencing Tiffany Cooper (DEFS_000467 - 471)
10. Creekview Accounting Invoice #1067 dated 5-12-2021 for Brandy Fisher 2020 Personal Return (DEFS_000394)
11. Document referencing Brandy Fischer (DEFS_000438 - 447)
12. Emails from Creekview Accounting to Julie Freeman re squareup.com (DEFS_000455)
13. QuickBooks audit log (Ormiston_3_000002 - 022)
14. Email from B. Ormiston to C. Smith and B. Monroe dated Sept. 23, 2021 (Ormiston_1_0000023)
15. Text chain between B. Ormiston and J. Freeman (Ormiston_1_00313- 351)

16. Email chain between A. Burnette and J. Freeman (Ormiston_1_396-398)
17. Email chain between J. Freeman and B. Ormiston with attachments (Ormiston_1_000827-989)
18. Transaction reports (Ormiston_2_000001-7)
19. Email from J. Freeman to Info (DEFS_000056-60)
20. ISOGA Payment Records (DEFS_000383-393)
21. Fischer Receipts (DEFS 000438-449)
22. Email from C. Smith to B. Ormiston (Ormiston _1_000200-201)
23. Email from J. Freeman to Info at Creekview (Ormiston_1_441)
24. DEFS000472-484
25. DEFS000485-487
26. DEFS000488-494
27. DEFS000495-501
28. DEFS000502
29. DEFS000503-514
30. DEFS000515-554
31. DEFS000555-635
32. DEFS000636-637
33. DEFS000638-642
34. DEFS000643-649
35. DEFS000650-652

- 36. DEFS000653
- 37. DEFS000654
- 38. DEFS000655-659
- 39. DEFS000660-666
- 40. DEFS000667-668
- 41. DEFS000669-670
- 42. DEFS000671-674
- 43. DEFS000675
- 44. DEFS000676-683
- 45. DEFS000684-691
- 46. DEFS000692-693
- 47. DEFS000694-704
- 48. DEFS000705-710
- 49. DEFS000711-712
- 50. DEFS000713
- 51. DEFS000714-716
- 52. DEFS000717
- 53. DEFS000718-719
- 54. DEFS0007200

- 55. DEFS000721-722
- 56. DEFS000723
- 57. DEFS000724-725
- 58. DEFS000726-727
- 59. DEFS000728-729
- 60. DEFS000730-731
- 61. DEFS000732
- 62. DEFS000733-734
- 63. DEFS000735-736
- 64. DEFS000737-738
- 65. DEFS000739-740
- 66. DEFS000741-742
- 67. DEFS000743
- 68. DEFS000744-746
- 69. DEFS000747-749
- 70. DEFS000750-753
- 71. DEFS000754-755
- 72. DEFS000756-759
- 73. DEFS000760

- 74. DEFS000761-768
- 75. DEFS000769-776
- 76. DEFS000777-788
- 77. DEFS000789
- 78. DEFS000790-791
- 79. DEFS000792
- 80. DEFS000793
- 81. DEFS000794-800
- 82. DEFS000801-883
- 83. DEFS000884-885
- 84. DEFS000886-888
- 85. DEFS000889-890
- 86. DEFS000891-952
- 87. DEFS000953-967
- 88. DEFS000968-995
- 89. DEFS000996-1019
- 90. DEFS001020
- 91. DEFS001021
- 92. DEFS001022

- 93. DEFS001023-1055
- 94. DEFS001056
- 95. DEFS001057-1084
- 96. DEFS001085-1087
- 97. DEFS001088-1139
- 98. DEFS001140-1141
- 99. DEFS001142-1162
- 100. DEFS001163
- 101. DEFS001164
- 102. DEFS001165-1172
- 103. DEFS001173-1180
- 104. DEFS001181-1188
- 105. DEFS001189-1190
- 106. DEFS001191
- 107. DEFS001192
- 108. DEFS001193-1204
- 109. DEFS001205-1211
- 110. DEFS001212-1252
- 111. DEFS001253-1255

- 112. 20230913 Records Custodian Affidavit
- 113. PGA 001-013_Redacted
- 114. PGA 014-022
- 115. PGA 023-030
- 116. PGA 031-049
- 117. PGA 050-051
- 118. PGA 052
- 119. PGA 053-056
- 120. PGA 057-060
- 121. PGA 061
- 122. PGA 062-069
- 123. PGA 070-074
- 124. PGA 075-080
- 125. PGA 081-099
- 126. PGA 100-107
- 127. PGA 108-110
- 128. PGA 111-116
- 129. PGA 117-118
- 130. PGA 119-120

- 131. PGA 121-122
- 132. PGA 123-127
- 133. PGA 128-132
- 134. PGA 133-134
- 135. PGA 135-136
- 136. PGA 137-138
- 137. PGA 139-142
- 138. PGA 143-144
- 139. PGA 145-147
- 140. PGA 148-151
- 141. PGA 152-153
- 142. Transition Client Questions
- 143. Sample Buyer Letter to Clients PGA
- 144. Sample Buyer Letter to Clients PGA (1)
- 145. Sample Seller Letter to Clients PGA
- 146. Tips and Ideas for a Successful Transition
- 147. 05.31.2021
- 148. 12.31.18
- 149. 12.31.19

- 150. 12.31.20
- 151. Practice profile - Priority Intake form US - Creekview Accounting (1)
- 152. Practice profile - Priority Intake form US - Creekview Accounting (2)
- 153. Practice profile - Priority Intake form US
- 154. Practice profile - Secondary intake form - Creekview Accounting (1)
- 155. Practice profile - Secondary intake form - Creekview Accounting (2)
- 156. Practice profile - Secondary intake form US

ATTACHMENT G-2

PLAINTIFFS' EXHIBITS

1. Handwritten notes (Poe Group Advisors_000152 - 153)
2. Composite beginning with email thread ending with email from Denise Brown to Julie Freeman dated 6-25-2021 (Ormiston_2_000038 - 055)
3. Email thread ending with email from Glenn Evans to Bob Ormiston dated 10-11-2021 (Ormiston_1_001866)
4. Email from Jennifer Hall to jeff@tkgretire.com and others dated 6-15- 2021 (Ormiston_2_000008)
5. Composite beginning with email from Stephen Milford to Julie Freeman, cc'd to Jason Hual, dated 7-20-2021 (Ormiston_2_000009 - 037)
6. State of Georgia Secretary of State Annual Registration for LAT29, LLC, filed 1-9-2023 (Freeman Dep. Ex. 11)
7. QuickBooks screenshot regarding Evans, Glenn - Personal Account (deleted) (Ormiston_3_000023)
8. Creekview Accounting Services, LLC, Balance Sheet as of 6-30-2021 and Profit and Loss for July 2020 through June 2021
9. Text thread ending 9-30-2021 (Ormiston_1_000035 - 036)
10. Text thread between Ormiston and "Chris Anika Smith" (Ormiston_1_000026-40)
11. Email from J. Freeman to B. Ormiston dated July 28, 2021 (Ormiston_1_0000021)
12. Email chain from M. Bright (Ormiston_1_000192-197)
13. Email from J. Freeman to B. Ormiston (Ormiston_1_000202-203)
14. Email from J. Freeman to B. Ormiston (Ormiston_1_000310)

15. Email from C. Smith to B. Ormiston (Ormiston_1_000311)
16. Email chain from J. Freeman and B. Ormiston (Ormiston_1_000369)
17. Email chain between J. Reyes and B. Ormiston (Ormiston_1_000390- 391)
18. Email chain between M. Bright and B. Ormiston (Ormiston_1_452-454)
19. Email from Joiner Dental to B. Ormiston (Ormiston_1_001149)
20. Email chain between B. Ormiston and J. Gillhooley (Ormiston_1_001150-1152)
21. Email chain between B. Ormiston and D. Bright (Ormiston_1_001250)
22. Email chain between B. Ormiston and N. Cost (Ormiston_1_001285-1286)(redacted)
23. Email chain between B. Ormiston and J. Gillhooley (Ormiston_1_001301)
24. Email chain between J. Stewart and B. Ormiston (Ormiston_1_001362)
25. Email chain between C. Ramos and B. Ormiston (Ormiston_1_001571-1572)
26. Email chain between J. Reyes and B. Ormiston (Ormiston_1_001573)
27. Email chain between P. Robbins and B. Ormiston (Ormiston_1_001574-576)
28. Email chain between Joiner Dental and B. Ormiston (Ormiston_1_001580-1581)
29. Email chain between N. Cost and B. Ormiston (Ormiston_1_001584- 1585)
30. Email chain between Joiner Dental and B. Ormiston (Ormiston_1_001831-1833)
31. Email from J. Miller to B. Ormiston (Ormiston_1_1862-1863)
32. Email from D. Brown to B. Ormiston (Ormiston_1_1864)
33. Email chain between M. Chavaririaga to B. Ormiston (Ormiston_1_001865)

34. Email chain between G. Evans and B. Ormiston (Ormiston_1_001866-001867)
35. Email chain between L. Garner and B. Ormiston (Ormiston_1_1868- 1869)
36. Email chain between L. Garner and B. Ormiston (Ormiston_1_1870)
37. Email chain between J. Haul and B. Ormiston (Ormiston_1_1872-1874)
38. Spreadsheet (Ormiston_1_1879)
39. Email from S. Milford to J. Freeman (Ormiston_2_000009-12)
40. Email chain from C. Robinette to J. Haul (Ormiston_2_000013-16)
41. Email chain (Ormiston_2_000013-37)
42. Email chain between D. Brown and J. Freeman (Ormiston_2_000038-39)
43. Email chain between D. Brown and J. Freeman (Ormiston_2_000040-43)
44. Email chain between D. Brown and J. Freeman (Ormiston_2_000044-46)
45. Email chain between D. Brown and J. Freeman (Ormiston_2_000047-48)
46. Email chain between D. Brown and J. Freeman (Ormiston_2_000049-55)
47. Faler Audit History (Ormiston_3_000001)
48. Evans Intuit Personal (Ormiston_3_000023)
49. Email from J. Freeman to B. Ormiston (DEFS_000081)
50. Text message between C. Smith and B. Ormiston (DEFS_000183)
51. Text message between C. Smith and B. Ormiston (DEFS 000193-194)
52. Communications with Poe Advisors (DEFS000301-348)
53. Walsh Receipts (DEFS_000450-458)
54. Cooper Transactions (DEFS 000459-471)
55. block-certification-of-records
56. email_62763549

- 57. 00_signed_invoice_2020-11-04 17_53_13 UTC (Invoice #1754 to Ragan Faler)
- 58. 00_signed_service_contract_2020-11-04 18_16_24 UTC (10.15.20 Dr. Maria Faler Contract)
- 59. 01_signed_invoice_2020-11-04 17_53_13 UTC (Invoice #1750 to Maria Faler)
- 60. 01_signed_service_contract_2020-11-04 18_16_24 UTC (11.01.20 Dr. Ragan Faler Contract)
- 61. 3977250, 3977251, 3977252, 3977254, 3977255, 3977256, 3977259, 3977260, 3977261 (10.26.20 Dr. Mauricio Chavarriaga Contract)
- 62. 3980810 (dispute form)
- 63. 4031030 (10.26.20 Dr. Mauricio Chavarriaga Contract – with Credit Card Authorization Form)
- 64. 4031041 (10.26.20 Dr. Mauricio Chavarriaga Contract – unsigned)
- 65. 4031044 (12.07.20 Email from M. Chavarriaga to J. Freeman re Requested Items)
- 66. 4031047 (12.20.20 Email from M. Chavarriaga to J. Freeman re Associate Set Up)
- 67. 4102882 (10.26.20 Dr. Mauricio Chavarriaga Contract – with Credit Card Authorization Form)
- 68. 4102889 (10.26.20 Dr. Mauricio Chavarriaga Contract – unsigned)

- 69. 4102890 (10.26.20 Dr. Mauricio Chavarriaga Contract – unsigned)
- 70. 4102893 (10.26.20 Dr. Mauricio Chavarriaga Contract – with Credit Card Authorization Form)
- 71. 4102921 (10.26.20 Dr. Mauricio Chavarriaga Contract – with Credit Card Authorization Form)
- 72. 4102923 (10.26.20 Dr. Mauricio Chavarriaga Contract – unsigned)
- 73. 4106423 (dispute form)
- 74. 4106438 (10.26.20 Dr. Mauricio Chavarriaga Contract – with Credit Card Authorization Form)
- 75. 4109197 (Response to Dispute)
- 76. email_60362525 (11.04.20 Email chain between Square and J. Freeman)
- 77. email_60363828 (11.04.20 Email chain between Square and J. Freeman)
- 78. email_60379210 (11.05.20 Email chain between Square and J. Freeman)
- 79. email_62247633 (02.07.21 Email chain between Square and J. Freeman)
- 80. email_62247640 (02.07.21 Email chain between Square and J. Freeman)
- 81. email_62247652 (02.07.21 Email chain between Square and J. Freeman)
- 82. email_62890471 (03.12.21 Email chain between Square and J. Freeman)
- 83. email_63561865 (04.16.21 Email chain between Square and J. Freeman)
- 84. email_63575693 (04.17.21 Email chain between Square and J. Freeman)
- 85. email_63583256 (04.18.21 Email chain between Square and J. Freeman)

- 86. email_63583270 (04.18.21 Email chain between Square and J. Freeman)
- 87. email_63597578 (04.19.21 Email chain between Square and J. Freeman)
- 88. email_63597585 (04.19.21 Email chain between Square and J. Freeman)
- 89. email_63619969 (04.20.21 Email chain between Square and J. Freeman)
- 90. email_63720486 (04.26.21 Email chain between Square and J. Freeman)
- 91. email_64057277 (05.12.21 Email chain between Square and J. Freeman)
- 92. email_64274643 (05.25.21 Email chain between Square and J. Freeman)
- 93. email_64850090 (06.25.21 Email chain between Square and J. Freeman)
- 94. 103769-for-subject-REGISTER-07ZKGG34AFRB5 (1)
- 95. 103769-for-subject-REGISTER-L7REHN4E1STKP (1)
- 96. 103769-for-subject-REGISTER-STVSHPNW24R1D (1)
- 97. 103769-for-subject-REGISTER-V7E0MSWWPJ7YH (1)
- 98. Poole Huffman Invoices for services provided to B. Ormiston
- 99. Email between Julie Freeman and Bethany Monroe (DEFS_000076)
- 100. Text Messages between Bob Ormiston and Bethany Monroe
(Ormiston_1_000001-000013)

ATTACHMENT G-3

DEFENDANT'S EXHIBITS

1. Emails between J. Freeman and B. Ormiston answering various questions (Bates Labels Ormiston_1_000813-Ormiston_1_000815; Ex 5 from J. Freeman Dep.)
2. Email from J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000054; Ex 6 from B. Ormiston Dep.)
3. Email from J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000051; Ex 7 from B. Ormiston Dep.)
4. J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000046; Ex 8 from B. Ormiston Dep.)
5. Email from J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000047; Ex 9 from B. Ormiston Dep.)
6. Email from J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000042- DEFS_000044; Ex 10 from B. Ormiston Dep.)
7. Email from J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000038; Ex 11 from B. Ormiston Dep.)
8. Email from J. Freeman to Creekview client with B. Ormiston CC'd (Bates Label DEFS_000029; Ex 12 from B. Ormiston Dep.)
9. Email from J. Freeman to B. Ormiston (Bates Label DEFS_000045; Ex 14 from B. Ormiston Dep.)
10. Email from C. Freeman to B. Ormiston with attachment of client list (Bates Label Ormiston_1_000200 - Ormiston_1_000201; Ex 23 from C. Freeman Dep.)
11. Text chain between B. Ormiston and J. Freeman (DEFS_000174-194)
12. Witness Statements (SMF Exhibits 63-69, 71 and 76)

13. Email from J. Freeman to B. Ormiston showing his modification of 908 Dropbox files (DEFS_000014)
14. Email Chain (DEFS_000196-198)
15. Email Chain (DEFS_000074-000075)
16. Text message chain between J. Freeman to B. Ormiston (DEFS_000274)
17. Discussions with Poe DEFS_000328-000348
18. Email Chain (DEFS_000021-22)
19. Hasson Law Group Invoices for services provided to J. Freeman
20. Email Chain (DEFS_000070)
21. Email Chain (Ormiston_1_000018-000025).
22. Email Chain (Ormiston_1_000014-000017).

Defendant's Objection to Plaintiffs Proposed Exhibit

Defendant objects to Plaintiff's attempt to use Email chain between J. Reyes and B. Ormiston (Ormiston_1_000390-391) as it contains information regarding Ms. Freeman that is irrelevant, prejudicial, and unauthenticated. Defendant intends to file a motion in limine on this issue shortly.

ATTACHMENT H-1

Plaintiffs have no trial briefs at this time. Plaintiffs reserve the right to submit trial briefs at the time of the pretrial conference, or as issues arise at the trial.

ATTACHMENT H-2

Defendant has no trial brief at this time. Defendant reserves the right to submit trial briefs at the time of the pretrial conference.

ATTACHMENT I
PROPOSED SPECIAL VERDICT FORM

VERDICT FORM

___ We, the jury, find in favor of Plaintiffs Robert Ormiston and Elizabeth Giordano in the amount of \$_____.

OR

___ We, the jury, find in favor of Defendant Julie Freeman.

FOREPERSON

DATE: _____

VERDICT FORM

____ We the jury find Plaintiffs Robert Ormiston and Elizabeth Giordano
are entitled to attorney's fees against Defendant Julie Freeman in the
amount of _____.

OR

____ We the jury find Plaintiffs Robert Ormiston and Elizabeth Giordano
are not entitled to attorney's fees against Defendant Julie Freeman.

FOREPERSON

DATE: _____

VERDICT FORM

___ We the jury find Defendant Julie Freeman is entitled to attorney's fees against Plaintiffs Robert Ormiston and Elizabeth Giordano in the amount of _____.

OR

___ We the jury find Defendant Julie Freeman is not entitled to attorney's fees against Plaintiffs Robert Ormiston and Elizabeth Giordano.

FOREPERSON

DATE: _____