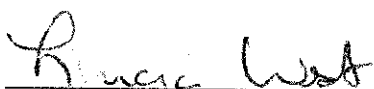


AFFIDAVIT OF LINDA WEST

I, Linda West, do hereby state under the penalty of perjury that the following statements are true to the best of my personal knowledge and belief. I hereby state:

1. In 2001, Scott told me he was very specifically directed to use Mark Kadish as counsel by Paul Morochnik and Alan Baverman. I saw Judge Alan Baverman at the home of Scott Hintz on at least one occasion before a public estate sale was held there in March 2001.
2. I witnessed several conversations between Mark Kadish and Scott Hintz between 2001 and 2003 that occurred either in person or over the phone. When any of these conversations occurred over the phone, I was able to clearly hear the conversations because of the speaker volume of the phone.
3. Between 2001 and 2003, I heard Mark Kadish lose his temper with Scott Hintz many times. On one occasion, Mark Kadish told Scott Hintz he was upset because Scott Hintz did not pay off a loan on his Mercedes SL600 and give it to Mark Kadish. Another time, Mark Kadish told Scott Hintz he was not paid enough to pursue the truth and told Scott Hintz he needed to provide Kadish with more money or Kadish would retaliate against Scott Hintz. On yet another occasion, Mark Kadish threatened Scott Hintz with retaliation for attempting to replace him.
4. Just before Scott Hintz's first appearance before the U.S. District Court, I heard Scott Hintz very specifically tell Mark Kadish he did not want to plead guilty and heard Mark Kadish clearly threaten Scott Hintz and tell Scott Hintz he had to plead guilty or Mark Kadish would ensure retaliation against Scott Hintz. Mark Kadish specifically told Scott Hintz he would definitely only be held accountable for one loan in his name and would definitely eventually only serve 0-6 months of incarceration so long as Scott kept his mouth shut about the Morochnik and Baverman family, kept quiet in court about these agreements, and let Mark handle everything with the judges.
5. Mark Kadish specifically told Scott Hintz that other involved people, besides the Baverman and Morochnik family, would be the ones ultimately held accountable for the other listed loans not in Scott's name. Mark Kadish specifically told Scott Hintz he would ultimately be held accountable for only his own loss on a single loan in Scott's name. I am certain this is what Scott Hintz believed during his plea hearing because I, myself, heard Mark Kadish say it to Scott Hintz. Scott and I talked about Kadish's statements before Scott's plea hearing of March 2003 and were both led to believe the statements were true by Mark Kadish. The Plea Agreement Mark Kadish discussed with Scott Hintz, and the one signed by Scott Hintz, was a total of nine pages in length with no other pages attached; the only other document associated with the Plea Agreement, and faxed by Mark Kadish to Scott Hintz with the Plea Agreement Scott Hintz signed, was a five page Criminal Information. Mark Kadish said the plea hearing was just a formality and specifically told Scott Hintz to keep his mouth shut in court about these agreements so the judge would not become upset. Mark Kadish led Scott Hintz to believe a back-room agreement had been made because Judge Alan Baverman was a judge in the same court and Mark Kadish was a good friend of Judge Cooper.
6. On various occasions before Scott Hintz's sentencing, Mark Kadish told Scott Hintz to present incomplete or misleading statements to protect the Morochnik and Baverman family. During this same time, Mark Kadish told Scott to trust him to talk to Judge Cooper before the sentencing hearing to make sure Scott received a very light sentence after any adjustments.
7. In September 2003, Mark Kadish told Scott Hintz all he had to do was remain silent in court, say only what Mark Kadish told him to say, and Mark Kadish would handle the rest. Mark Kadish told Scott Hintz that if Scott followed his instructions, Scott would be safely back with his children, and out of prison, in a matter of few months.

In accordance with Title 28 U.S.C. Section 1746, I hereby state under the penalty of perjury that the foregoing is true this 15th day of June 2008.


Linda West

Attachment C page 1 of 1 