

Rebecca A. Hall  
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Appendix 'C'  
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Rule 3.5 deals with impartiality. I do not believe Mr. Hintz has alleged any violation of this Bar rule, however, I am confident that I have not done anything in violation of this rule.

Rule 4.1 deals with truthfulness and statements to others. Once again, I have not done anything to violate this Bar rule.

Nearly everything false  
see Appendix 'B'

**Background of Representation of Mr. Hintz**

Sometime in, I believe, 1999, I was retained by Mr. Hintz and his wife, Andrea, to represent them in litigation that was filed against them individually. That litigation was resolved sometime in September 1999. I have never heard anything other than praise for my handling of that matter. Thereafter, and concluding in December 2000, my firm provided miscellaneous representation to Mr. Hintz at his request. These matters were unrelated to the above litigation and were predominantly performed by one of our real estate associates who provided guidance to Mr. Hintz in the contemplation of the purchase of an apartment complex. It is my understanding that the representation entailed contract review and negotiation. I do not believe Mr. Hintz ever purchased the apartment complex. Following that time, this firm provided no further representation to Mr. Hintz. I do know that after consultation and waiver of any conflict, one of my partners represented Andrea Hintz in her divorce from Mr. Hintz with his consent in an uncontested divorce.

Sometime in December 2000, Mr. Hintz and his wife approached me and indicated that they were contemplating divorce and wanted to sell some of their rental properties. Mr. Hintz inquired whether I would be interested in purchasing any of the rental properties. At that time, Mr. Hintz provided me with a list of his properties and some mortgage and rental information. After investigation and negotiation, my wife and I entered into a contract with Mr. and Mrs. Hintz for the purchase of some of their rental properties. Sometime in early January 2001, the transaction was completed. Of the properties purchased, most were upside down (more was owed than the property was worth) and at least one had equity. These properties included small single-family condominiums and one single family home. At the closing, my wife and I obtained fee simple title to these properties by paying off the various mortgages, past due association fees and past due taxes on the properties. No lender or creditor associated with the properties we acquired received anything less than 100% of what was due. At the time of completion of this transaction, I recall Mr. and Mrs. Hintz being very pleased that we were able to complete this transaction so quickly and reduce their financial obligations.

Sometime after the completion of the January 2001 real estate transaction, Mr. Hintz telephoned me and indicated that he may have some "problems with some of his mortgages" (the ones he retained) which could perhaps subject him to criminal liability. I was not aware of any criminal problems of Mr. Hintz prior to completion of the January 2001 transaction. Without learning any more of the details from Mr. Hintz, I instructed him that I was not a criminal defense attorney and did not know anything about criminal defense. He inquired whether I could provide him with any references for potential representation. After inquiry, I provided Mr. Hintz with two (2) names and telephone numbers - Mark Kadish and Bruce Morris. I do not know either Mr. Kadish or Mr. Morris, but know

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