

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

UNITED STATES OF AMERICA

v.

TODD CHRISLEY (A/K/A MICHAEL
TODD CHRISLEY) AND
JULIE CHRISLEY

Criminal Action No.

1:19-CR-297-ELR-JSA

**Government's Sentencing Memorandum Regarding
Defendants Todd Chrisley and Julie Chrisley**

The United States of America, by Ryan K. Buchanan, United States Attorney, and Thomas J. Krepp and Annalise K. Peters, Assistant United States Attorneys for the Northern District of Georgia, files this Government's Sentencing Memorandum Regarding Defendants Todd and Julie Chrisley.

I. BACKGROUND

1. Procedural History

In 2019, defendants Todd Chrisley, Julie Chrisley, and Peter Tarantino were indicted by a federal grand jury for a variety of crimes. (Doc 1). The grand jury returned a superseding indictment in February 2022. (Doc. 130). During the three-week trial in May and June 2022, the United States presented evidence of the Chrisleys' conspiracy to obtain tens of millions of dollars in loans by defrauding community banks, which they later walked away from when Todd declared bankruptcy. The jury also heard how, despite earning over \$6 million

through their entertainment ventures, they evaded paying Todd's 2009 delinquent taxes and failed to timely file their tax returns for 2013, 2014, 2015, or 2016 (or make any timely payments for those years). Finally, the jury heard how the Chrisleys attempted to obstruct the grand jury investigating their criminal conduct. The Chrisleys' defense at trial was to blame others for all their crimes, including their co-conspirator, Mark Braddock, their former employees Alina Clerie and Donna Cash, the Internal Revenue Service, the Federal Bureau of Investigation, their accountants, their lawyers, and Bank of America. The defendants were convicted of all charges. Sentencing is set for November 21, 2022.

2. The Presentence Investigation Reports

U.S. Probation has prepared Presentence Investigation Reports (PSRs) for both Todd and Julie Chrisley (hereinafter T.C. PSR; J.C. PSR). As a threshold matter, the United States believes that there is an evidentiary basis for each of the enhancements enumerated by U.S. Probation. However, based in part upon additional records supplied by the Chrisleys when filing their objections, the United States has elected to take a conservative approach to certain enhancements.¹

¹ Accordingly, the United States is not recommending applying the following enhancements listed in the initial PSRs, all of which relate to the bank fraud offense: (1) a 22-level enhancement for the loss amount (the United States is seeking a 20-level enhancement); (2) a two-level enhancement for number of victims; and (3) a sophisticated means enhancement for Julie Chrisley.

Accordingly, the United States respectfully requests that the Court make the following Guideline calculations:

Todd Chrisley

BANK FRAUD		
B1.1(a)(1)	base offense level	7
2B1.1(b)(1)(K)	loss amount between \$9.5M and \$25M	20
2B1.1(b)(2)(A)(i)	bankruptcy misrepresentation	2
2B1.1(b)(9)(B)	sophisticated means	2
2B1.1(b)(10)(C)	derived >\$1M in gross receipts from one or more financial institutions	2
3B1.1(b)	aggravating role	2
3C1.1	obstruction	2
TOTAL		37
TAX CONSPIRACY		
2T1.1	base offense level	20
2T1.1(b)(2)	sophisticated means	2
3C1.1	obstruction	2
TOTAL		24
TAX EVASION		
2T1.1	base offense level	20
2T1.1(b)(2)	sophisticated means	2
3C1.1	obstruction	2
TOTAL		24

Julie Chrisley

BANK FRAUD		
2B1.1(a)(1)	base offense level	7
2B1.1(b)(1)(K)	loss amount between \$9.5M and \$25M	20

2B1.1(b)(10)(C)	derived >\$1M in gross receipts from one or more financial institutions	2
3C1.1	obstruction	2
TOTAL		31
TAX CONSPIRACY		
2T1.1	base offense level	20
2T1.1(b)(2)	sophisticated means	2
3C1.1	obstruction	2
TOTAL		24
TAX EVASION		
2T1.1	base offense level	20
2T1.1(b)(2)	sophisticated means	2
3C1.1	obstruction	2
TOTAL		24

Both defendants are in Criminal History Category I. Under these Guidelines calculations, the final offense levels and sentencing ranges follow:

- **Todd Chrisley** - Offense Level 37 (210- 262 months)
- **Julie Chrisley** - Offense Level 32 (121 - 151 months)²

The Chrisleys have objected to nearly everything in their PSRs. Most of their objections are attempts to re-interpret the evidence from trial and re-argue that the testimony and evidence from their witnesses should be credited, despite the jury's unanimous verdict. "The problem with the argument is that the jury was free to disregard the testimony (as it obviously did) and, instead, to credit the contrary evidence presented by the Government's witnesses." *United States v. Maxwell*, 579 F.3d 1282, 1301 (11th Cir. 2009) (citation omitted). "When a

² For Julie Chrisley, the adjusted tax offense level (24) is seven levels lower than the bank fraud Guidelines (31), resulting in a one-level upward adjustment pursuant to § 3D1.4.

defendant objects to a factual finding that is used in calculating his guideline sentence . . . the government bears the burden of establishing the disputed fact by a preponderance of the evidence.” *United States v. Moriarty*, 429 F.3d 1012, 1022 (11th Cir. 2005) (citing *United States v. Rodriguez*, 398 F.3d 1291, 1296 (11th Cir. 2005)). To the extent the defendants object to facts in their PSRs that would support their guidelines enhancements, the United States relies on the trial transcript, the exhibits admitted at trial, and its anticipated evidence at sentencing, all of which is described below.

II. SENTENCING GUIDELINES ARGUMENT

1. Todd and Julie Chrisley should receive a 20-level adjustment because the actual loss was more than \$9.5 million but less than \$25 million.

The Chrisleys engaged in a lengthy conspiracy to defraud community banks out of tens of millions of dollars. A reasonable estimate of the actual loss based on the evidence in this case is approximately \$20 million, resulting in a 20-level enhancement under § 2B1.1(b)(1)(K). This estimate gives the Chrisleys the benefit of the “credits against losses” they claim to be entitled to and is supported by reliable and specific evidence.

A. The Eleventh Circuit requires a reasonable estimate of loss based upon reliable and specific evidence given the available information.

The Guidelines provide that “loss is the greater of actual loss or intended loss.” *United States v. Barrington*, 648 F.3d 1178, 1197 (11th Cir. 2011) (citing U.S.S.G. § 2B1.1. cmt. n.3(A)). “Actual loss” is defined as “the reasonably foreseeable pecuniary loss that resulted from the offense,” and “intended loss” is defined as “the pecuniary harm that was intended to result from the offense”

even if “impossible or unlikely to occur.” *United States v. Bradley*, 644 F.3d 1213, 1289 (11th Cir. 2011) (citing U.S.S.G. § 2B1.1, cmt. n.2(A)(i), (ii)). The Sentencing Guidelines provide for a credit against loss in certain situations. First, the loss must be reduced by “[t]he money returned, and the fair market value of the property returned and the services rendered, by the defendant or other persons acting jointly with the defendant, to the victim before the offense was detected.” *United States v. Armas*, 712 F. App’x 923, 928 (11th Cir. 2017) (citing § 2B1.1, cmt. n.3(E)(i)). Additionally, “[i]n a case involving collateral pledged or otherwise provided by the defendant,” the loss amount shall be reduced by “the amount the victim has recovered at the time of sentencing from disposition of the collateral.” U.S.S.G. § 2B1.1, cmt. n.3(E)(ii); see *United States v. Pouparina*, 577 F. App’x 939, 941 (11th Cir. 2014).

“For sentencing purposes, the loss amount does not need to be precise and may only be a reasonable estimate of the loss based on the available information.” *United States v. Ford*, 784 F.3d 1386, 1396 (11th Cir. 2015) (citation omitted). “A reasonable estimate of the loss amount is appropriate because often the amount of loss caused by fraud is difficult to determine accurately.” *United States v. Cobb*, 842 F.3d 1213, 1219 (11th Cir. 2016) (quoting *United States v. Medina*, 485 F.3d 1291, 1304 (11th Cir. 2007)). While the Court must support its loss calculation with “reliable and specific evidence,” that requirement “does not demand that the Government and the court sift through years of bank records and receipts to ascertain itemized proof of every single transaction that should be chalked up as a loss to the victim.” *United States v. Campbell*, 765 F.3d 1291, 1304 (11th Cir. 2014); see also *United States v. Orton*, 73 F.3d 331, 334-35 (11th Cir. 1996) (“an exhaustive inquiry is not required in every case” involving a complicated

fraudulent scheme in which the loss is difficult to calculate). And the Eleventh Circuit has consistently held that “where a defendant’s conduct was permeated with fraud, a district court does not err by treating the amount that was transferred from the victim to the fraudulent enterprise as the starting point for calculating the victim’s pecuniary harm.” *Armas*, 712 F. App’x at 928 (quoting *Campbell*, 765 F.3d at 1305).

“In calculating the amount of loss attributable to a defendant, a district court may rely on ‘trial evidence, undisputed statements in the presentence report, or evidence presented at the sentencing hearing.’” *United States v. Pierre*, 825 F.3d 1183, 1197 (11th Cir. 2016). It “may [also] consider any explicit agreement or implicit agreement fairly inferred from the conduct of the defendant and others.” *United States v. Petrie*, 302 F.3d 1280, 1290 (11th Cir. 2002). “Once a district court makes individualized findings concerning the scope of criminal activity undertaken by a particular participant, it can determine foreseeability.” *Pierre*, 825 F.3d at 1197.

B. Investigators used “reliable and specific evidence” to arrive at an actual loss estimate of approximately \$20 million.

The United States demonstrated at trial that the Chrisleys engaged in a lengthy conspiracy to obtain tens of millions of dollars in fraudulent loans from community banks. The conspirators’ false statements to banks typically contained a personal financial statement (PFS) falsely claiming that Todd Chrisley had \$4 million at Merrill Lynch, fabricated or “scrapbooked” banking statements, or false tax returns. (*See, e.g.*, Gov. Exs. 808-810) (compilations of

examples of false statements sent to banks).³ Once the conspirators obtained those loans, the money was used to either pay back old loans or to fund the Chrisleys' lavish lifestyle.

Before and after trial, the United States thoroughly analyzed the available records to calculate a reasonable estimate of actual loss. These records included more than 60,000 emails and documents from Mark Braddock (Tr. at 1853), records obtained from multiple email search warrants, and financial records from dozens of grand jury subpoenas and from Todd Chrisley's bankruptcy action. Investigators also interviewed bankers and other individuals with knowledge of these loans. (*See generally* Tr. at 2202-07).

While the Chrisleys object to the PSRs' loss calculations as speculative, it should be undisputed that the starting point is the total amount of money that the Chrisleys obtained as a result of their fraudulent submissions to banks. FBI Special Agent Ryskoski testified at trial that the conspirators' fraud scheme resulted in banks either issuing or renewing 29 fraudulent loans amounting to \$36,261,695. (Tr. at 1202-06; Gov. Ex. 1220).⁴ Agent Ryskoski has prepared a more

³ Citations to exhibits admitted during trial are listed as "Gov. Ex." or "Def. Ex." New exhibits are listed as "Sent. Ex." The United States will make a binder available to the Court of all exhibits cited in this Memorandum.

⁴ This number does not include the dozens of fraudulent loan applications that the Chrisleys and Braddock submitted to banks that were never funded. For instance, Government Exhibit 808 is a compilation exhibit of dozens of fraudulent applications the Chrisleys and Braddock submitted to banks that contained the personal financial statement falsely claiming Todd Chrisley had approximately \$4 million at Merrill Lynch. Because many of these loan applications were not funded, the United States has not included the sought-after loans under a more expansive "intended loss" theory even though the Eleventh

detailed version of Government Exhibit 1220 to more thoroughly explain this \$36 million starting figure. (Sent. Ex. 1). The issuance or renewal of all 29 loans listed in Government Exhibit 1220 and Sentencing Exhibit 1 were directly and proximately caused by the defendants' false statements to the lenders. Accordingly, under binding Eleventh Circuit authority, the starting point for the Court's analysis should be \$36,261,695.460. *See Armas*, 712 F. App'x at 928-29.

Following the jury's verdict, investigators contacted the victim banks and the FDIC – which is now the receiver for several banks that later failed – to determine how much money the banks actually lost. In doing so, investigators accounted for all known principal payments made by the conspirators after the loans were issued and how much money the victim banks have been paid back. The victim banks and the FDIC subsequently provided their actual loss calculations. (Sent. Ex. 2) (emails and records from banks and the FDIC regarding actual loss).

The Chrisleys filed objections to the initial loss calculations claiming, in part, that the loss figures were flawed because they failed to account for certain credits against losses under § 2B1.1, cmt. n.3(E). In support of their argument, the Chrisleys produced some records showing payments to lenders or third parties that had acquired the fraudulent loans. To simplify what could be a convoluted matter, Agent Ryskoski took the figures provided by the Chrisleys and deducted those amounts from the loss amount. (Sent. Ex. 3 at 1). The resulting actual loss figure is \$20,041,817.67, resulting in a 20-level enhancement under

Circuit permits such a theory. *United States v. Greene*, 279 F. App'x 902, 908 (11th Cir. 2008).

§ 2B1.1(b)(1)(K) (20-level enhancement applies for losses between \$9.5 million and \$25 million). In other words, by using the figures supplied by the Chrisleys, they receive a 20-level enhancement instead of a 22-level enhancement as stated in their initial PSRs. For several of these “credits,” the United States has taken the Chrisleys at their word that payments were made and has not been able to find independent evidence corroborating their figures. For instance, they claim without supporting documentation that an entity named “FH Partners” was paid \$2.7 million for one of the fraudulently obtained loans. (T.C. PSR, ¶ 37). Agent Ryskoski deducted \$2.7 million to avoid a protracted argument on these points. The revised actual loss figure is conservative and should be non-controversial as it is based upon “reliable and specific evidence.” *See Campbell*, 765 F.3d at 1304.

Notably, the revised actual loss estimate corroborates the evidence offered during the Chrisleys’ cases-in-chief. Their own corporate attorney, Robert Furr, testified that Todd owed \$20 million to banks, which was discharged in bankruptcy. (Tr. at 3070-71). The defendants seek to muddy the water by claiming that the loss figures are “speculative” and make convoluted “but for” causation arguments that are difficult to follow. (*See, e.g.* T.C. PSR, ¶ 37) The Court need not overcomplicate the actual loss calculation: But for the conspirators’ false loan applications, the victim banks would not have issued the loans. It does not matter that the banks later failed or sold the loans to third parties. Nor does it matter that the Chrisleys “believe” (without offering proof or estimated figures) that third parties may have paid additional sums of money when purchasing these loans. The United States has offered “reliable and specific evidence” that the actual loss amount is approximately \$20 million, which is over

double the floor amount of the applicable enhancement. *See* U.S.S.G. § 2B1.1(b)(1)(K) (\$9.5 million to \$25 million).

It bears emphasis that the fraud scheme occurred from 2007 to 2012 and targeted many community banks that have since shuttered. Agent Ryskoski testified during trial about the difficulties investigators encountered when trying to piece together loan documents from failed banks. (Tr. at 2201-02). The Chrisleys seize on that fact and argue that the loss calculation is unsubstantiated. (*See* T.C. PSR, ¶ 37). But, as stated, the Eleventh Circuit does not require the sentencing court or the United States to “sift through years of bank records and receipts to ascertain itemized proof of every single transaction that should be chalked up as a loss to the victim.” *Campbell*, 765 F.3d at 1304. To the contrary, “the loss amount does not need to be precise and may only be a reasonable estimate of the loss *based on the available information*.” *Ford*, 784 F.3d at 1396 (citation omitted) (emphasis added). The United States has thoroughly analyzed the available records from banks that collapsed over a decade ago and has offered reliable and specific evidence, which takes into account the credits against losses that the Chrisleys list in their objections. (Sent. Exs. 1, 2, 3). Based upon this rigorous analysis that gives the Chrisleys every known benefit of the doubt, the Court should find that the loss amount is more than \$9.5 million but less than \$25 million, resulting in a 20-level enhancement under Section 2B1.1(b)(1)(K).

C. Because the jury found that the Chrisleys acted with the intent to defraud, the Court should reject their arguments that the loss amount is zero.

Citing the Eleventh Circuit's recent *per curiam* decision in *United States v. Ridling*, 2022 WL 4134423 (11th Cir. Sept 13, 2022), the Chrisleys claim that the loss amount is zero dollars because they intended to repay the banks. (*See, e.g.*, T.C. PSR, ¶ 37). This case is nothing like *Ridling*. In *Ridling*, the Eleventh Circuit vacated a sentence where the district court had erroneously calculated the "intended loss" amount using a recklessness standard instead of a purposeful standard. But here, the \$20 million figure is the actual loss to victim banks – not the intended loss. Moreover, the Chrisleys' actions show they had no intent to repay as they kept rolling new fraud loans to pay off old ones and eventually sought to extinguish the unpaid debt in bankruptcy. Where the United States has produced "reliable and specific evidence" that banks suffered approximately **\$20 million** in losses, the Court should reject the Chrisleys' specious arguments that the loss amount is actually zero dollars.

D. Julie Chrisley should be held accountable for the total loss amount as she willfully participated in the conspiracy from its inception.

Repeating her arguments from trial, Julie Chrisley claims there is no evidence she was ever part of the bank fraud conspiracy and thus no loss attributable to her. Her argument is meritless and ignores the weight of the evidence showing her involvement in the fraud scheme.

Under § 1B1.3, "in the case of a jointly undertaken criminal activity," the defendant is liable for "all acts and omissions of others that were – (i) within the

scope of the jointly undertaken criminal activity, (ii) in furtherance of that criminal activity, and (iii) reasonably foreseeable in connection with that criminal activity; that occurred during the commission of the offense of conviction, in preparation for that offense, or in the course of attempting to avoid detection or responsibility for that offense.” U.S.S.G. § 1B1.3(a)(B). There is ample evidence demonstrating that Julie Chrisley was involved in the bank fraud scheme from its inception and, as an active member of the conspiracy, all the losses was “reasonably foreseeable” to her. *See United States v. Shade*, 513 F. App’x 921, 923 (11th Cir. 2013).

As an initial matter, Julie Chrisley was convicted of bank fraud conspiracy and five substantive counts of bank fraud. Braddock testified that Julie was an active member of the conspiracy from its inception:

- Q: Can you tell me, did you commit fraud from 2007 onward just on your own? In other words, was it just you committing fraud?
- A: No. Mr. and Mrs. Chrisley and myself were all three involved.

(Tr. at 1468). Braddock testified that he had conversations about cutting and pasting (or “scrapbooking”) bank statements with Julie Chrisley, and that Julie complimented Braddock on his scrapbooking, noting that she had never been able to get her scrapbooked documents to “line up.” (*Id.*). Julie Chrisley was also well aware of the sheer volume of loans that the conspirators were taking out. Throughout the conspiracy, Julie drove around metro Atlanta dropping off past-due loan payments, earning herself the nickname “asses on fire.” (Tr. at 1539).

The evidence of Julie Chrisley's knowing participation in the bank fraud scheme wasn't limited to Braddock's testimony. Numerous emails and records admitted during trial confirm her involvement from the scheme's inception. (*See, e.g.*, Sent. Ex. 4 at 1, 8; Gov. Exs. 809, 810, 824, 890). Additionally, the fact that Julie Chrisley benefited from the fraudulent loan scheme throughout its existence is further confirmation that the loss was reasonably foreseeable for her. In fact, two of the fraudulent loans were issued to Julie's own company, Select Real Estate Holdings. (Gov. Ex. 1220). All the while that Julie Chrisley drove around Atlanta paying past-due loans and bills, she was profiting off the fraudulently obtained loans. For instance, the conspirators deposited a fraudulent loan in the amount of \$231,832.84 into a CAM account on April 24, 2007. (Gov. Ex. 1223). That same day, \$35,000 was transferred to a bank account under the control of both Julie and her husband. Similarly, on May 11, 2007, the conspirators deposited \$986,456.02 into the CAM account. (Gov. Ex. 1224). By May 25th, \$43,000 had been transferred to a bank account under the control of both Julie and her husband. (*Id.*). And from May 11th through May 31st, both Todd and Julie bled through the fraudulently obtained loan proceeds by not just paying back older loans but paying for household expenses, such as maintenance on pools at their various properties or cosmetic work for their children. (*Id.*). By May 31st, only \$217,407.43 was left in the account. (*Id.*). In sum, the evidence shows that Julie was involved in and profited from the bank fraud scheme throughout the conspiracy.

Julie Chrisley's claim that the Court should not credit over the United States' evidence from trial is just another attempt to relitigate the case. *See Maxwell*, 579 F.3d at 1301. The jury's unanimous verdict against Julie Chrisley confirms that the jury credited Braddock's testimony and the financial records and email evidence.

While Todd was the ringleader, Julie played an active role in every aspect of the conspiracy. It is immaterial to the loss calculation whether she was involved in or had actual knowledge of each and every fraudulent loan application. *United States v. Danzey*, 842 F. App'x 413, 417-18 (11th Cir. 2021) (rejecting argument that a defendant who had been involved in a stolen identities conspiracy and used those identities to commit a certain fraud should not be held accountable for losses stemming from a different fraud in which he was not involved because it was reasonably foreseeable that the stolen identities might be used for different types of fraud). As the Eleventh Circuit has repeatedly held, "members of a criminal conspiracy need not be involved in—or even aware of—losses inflicted by other members of the conspiracy for those losses to be reasonably foreseeable." *Id.* at 417 (citing *United States v. Mateos*, 623 F.3d 1350, 1371 (11th Cir. 2010)); *see also United States v. Hall*, 996 F.2d 284, 285-86 (11th Cir. 1993). The Court should reject her efforts to relitigate her failed trial arguments and hold her accountable for the entirety of the fraudulent funds that she and her husband obtained during the course of their conspiracy.

2. Todd Chrisley should receive an enhancement because the bank fraud scheme involved a misrepresentation or other fraudulent action during the course of a bankruptcy proceeding.

Where a bank fraud offense involves a “misrepresentation or other fraudulent action during the course of a bankruptcy proceeding,” a two-point sentencing enhancement is warranted. U.S.S.G. § 2B1.1(b)(9)(B). It is irrelevant whether the defendant was charged with bankruptcy fraud or some other fraud scheme. *See, e.g., United States v. Boyle*, 723 F. App’x 111, 113 (3rd Cir. 2018) (applying the two-level enhancement in a non-bankruptcy fraud case and noting that “the enhancement would be nonsensical if it only applied to bankruptcy fraud”); *see also, e.g., United States v. Grant*, 320 F. App’x 898, 904 (11th Cir. 2008) (affirming enhancement application where defendant was not charged with bankruptcy fraud); *United States v. Coyle*, 154 F. App’x 173, 175 (11th Cir. 2005) (same); *United States v. Simpson*, 796 F.3d 548, 551, 555–56 (5th Cir. 2015) (same).

Moreover, “[t]he filing of [a] bankruptcy petition after the fraud scheme end[s] [does] not . . . preclude[] the trial court from imposing the enhancement.” *Boyle*, 723 F. App’x at 113. “In applying the sentencing guidelines, the trial court is to consider the defendant’s relative culpability based on all relevant conduct.... Conduct that occurs ‘in the course of attempting to avoid detection or responsibility for that offense’ is relevant conduct to be considered when applying the sentencing guidelines. U.S.S.G. § 1B1.3(a).” *Id.* In *Boyle*, the Third Circuit concluded that “the timing of the bankruptcy petition [was] immaterial [because] the record demonstrates Boyle’s misrepresentations to the bankruptcy court were an attempt to evade detection of his fraudulent scheme.” *Id.* Similarly,

in *United States v. Tanke*, the Ninth Circuit held that a defendant's "false testimony in the bankruptcy proceeding may not have occurred in preparation for or during the commission of the offense, but it plainly occurred 'in the course of attempting to avoid detection or responsibility for that offense.'" 743 F.3d 1296, 1306-07 (9th Cir. 2014) (quoting U.S.S.G. § 1B1.3(a)(1)).

Here, Todd Chrisley's PSR correctly includes a two-level enhancement pursuant to § 2B1.1(b)(9)(B) because he acted fraudulently and made misrepresentations during his Chapter 7 bankruptcy proceedings in an effort to conceal his involvement in the crime and to keep his ill-gotten gains from the fraud scheme. (T.C. PSR ¶¶ 122-26).

At trial, the jury found the Chrisleys guilty of committing a bank fraud scheme that lasted until approximately 2012, during which they obtained tens of millions of dollars in fraudulent loans. (Tr. at 1471-74, 1482-83, 1518-20, 1673-79). The Chrisleys were using new loans to pay back old loans, and when the fraud scheme eventually collapsed, Todd filed for bankruptcy, where over \$20 million of debt owed to defrauded banks was discharged. (Tr. at 1492-93; Sent. Ex. 5 (bankruptcy final accounting)). During the bankruptcy proceeding, Todd hid the fact that the millions of dollars in loans that he was seeking to have wiped away had been fraudulently obtained. That fraudulent bankruptcy action triggers the two-level enhancement. *See Tanke*, 743 F.3d at 1307; *Boyle*, 723 F. App'x at 113.

Todd Chrisley didn't just "fail to disclose" his involvement in the fraud. He made multiple material misrepresentations during the bankruptcy proceedings to cover up his crimes. In July 2012, the Chrisleys began blaming Mark Braddock

for the whole bank fraud scheme and their financial problems, and Todd touted this lie during the bankruptcy action. During a July 16, 2013, bankruptcy deposition, Todd was asked a series of questions about Braddock and falsely stated under oath that he relied on “nothing” that Braddock said to him after 2010, when he “discovered” that Braddock was “doing things inappropriately.” (Sent. Ex. 6 at 162-67) (deposition transcript)). Chrisley further falsely stated that in 2010, “I confronted [Braddock] and he denied – he denied every allegation and put – placed the blame on Donna Cash.” (*Id.* at 166). This was all a lie. The jury found that Todd Chrisley was not only aware of the fraud, but was committing it with Julie and Braddock. Braddock testified at length about Todd’s involvement, and the jury saw numerous emails in which Todd was directing the conspiracy. (*See, e.g.*, Gov. Ex. 839) (When Braddock reported that he would have difficulty scrapbooking because the bank had legitimate copies of the tax returns, Todd responded, “stop telling me this shit, create them like you always have, if i don’t get her these then want renew the loans.”); (Gov. Ex. 832, 833) (After receiving a false PFS, Todd emailed Braddock “you are a fucking genius!!!! just make it show 4 mil+”).

Todd Chrisley also lied about the ownership structure of CAM during the bankruptcy proceedings to protect the ill-gotten gains from committing bank fraud and from draining every penny from CAM during the bank fraud scheme.⁵

⁵ Todd Chrisley’s bankruptcy action was replete with lies, and the United States focuses here only on the lies that relate to the bank fraud scheme. Notably, he also lied about his involvement with 7C’s Productions, which he and Julie used as a shell company to hide millions of dollars from the IRS. During the July

As it became clear that Todd would have to file for bankruptcy, the Chrisleys began backdating documents and forging notary dates falsely showing that Julie Chrisley was a 60% owner of CAM. (Tr. 1464-65, 1596-98, 1609, 1842-43; Gov. Exs. 751, 873; Sent. Ex. 7 (emails about CAM ownership)). On multiple occasions during the bankruptcy proceedings, Todd Chrisley lied about the ownership structure of CAM, claiming that Julie Chrisley had always owned 60% of the company, and he owned only 10% of CAM. (Sent. Ex. 6 at 145-49 (“It’s my understanding that [Grimsley] has known from always that Julie had 60 percent.”); Sent. Ex. 8 at 13-14 (April 30, 2013 interview transcript) (“I own 10, my wife Julie owns 60 percent, and Mark owns 30. That’s the way it was always supposed to be.”)). In reality, Todd Chrisley owned 70% of CAM, and Julie Chrisley was never an owner of the company. (*See, e.g.* Tr. at 1609).

As Braddock testified, this had been Todd Chrisley’s plan all along: “And it was beginning in 2012, he said he was going to plan a bankruptcy because that was the only way out.” (Tr. at 1600). Braddock also explained why they backdated sham documents claiming that Julie owned 60% of CAM: so that Todd Chrisley could protect all of his ill-gotten gains from creditors during

16, 2013, deposition, Todd played dumb about 7C’s Productions, claiming that the entity was “just an LLC that was set up but was never used,” that he had no involvement in the company, and that he had no knowledge of money going to a 7C’s bank account at Chase. (Sent. Ex. 6 at 134-35). But emails from the few weeks before that deposition show that Todd was well aware of and involved in the formation of 7C’s Productions, Inc. and that he sent and received emails about the new 7C’s Chase bank account. (*See, e.g.*, Sent. Ex. 9) (email compilation about 7C’s).

bankruptcy. (Tr. at 1602) (“So he -- if he was planning bankruptcy, he couldn’t have assets in his name, so he needed to shift his assets to his wife’s name or to Mrs. Chrisley before bankruptcy.”).

In short, Todd Chrisley filed a fraudulent bankruptcy action for the purpose of discharging tens of millions of dollars of debt that he owed to community banks from fraudulently obtained loans. And, like the defendants in *Boyle* and *Tanke*, Todd made false statements during the bankruptcy proceedings in an attempt to conceal his and his wife’s crimes and blame Braddock, who had helped them commit fraud. *Boyle*, 723 F. App’x at 113; *Tanke*, 743 F.3d at 1307. Accordingly, Todd’s objection that the enhancement should not apply because “all bank loans predated the bankruptcy filing in 2012” is meritless. (T.C. PSR Obj. at 9). Those fraudulent loans are the very reason Todd filed for bankruptcy and lied during the proceedings. *Boyle*, 723 F. App’x at 113; *Tanke*, 743 F.3d at 1306–07. Todd Chrisley was already allowed once before to use the bankruptcy system to duck responsibility for his involvement in the bank fraud scheme. He should not be allowed to do so again by claiming that his bankruptcy action occurred after his massive bank fraud scheme imploded.

3. Todd Chrisley should receive an enhancement because the bank fraud scheme involved sophisticated means.

The United States agrees with Todd Chrisley that the two-level sophisticated means enhancement under U.S.S.G. 2B1.1(b)(10)(C) applies as “the offense otherwise involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means.”

The Guidelines commentary explains that the enhancement applies, among other times, when there was “especially complex or especially intricate offense conduct pertaining to the execution or concealment of an offense.” U.S.S.G. § 2B1.1, cmt. n.9(B). As an example, the commentary explains that, “in a telemarketing scheme, locating the main office of the scheme in one jurisdiction but locating soliciting operations in another jurisdiction ordinarily indicates sophisticated means.” *United States v. Feaster*, 798 F.3d 1374, 1380 (11th Cir. 2015) (quoting § 2B1.1(b)(10)(C), cmt. n.9(B)). “Regardless of whether the defendant undertook affirmative acts of concealment, the scheme itself may be designed in a sophisticated way that makes it unlikely to be detected, allowing it to continue for an extended period and to impose larger losses.” *United States v. Feaster*, 798 F.3d 1374, 1381 (11th Cir. 2015).

Todd Chrisley does not object to the application of this enhancement, nor should he. The evidence at trial confirms that Todd Chrisley orchestrated and led a six-year, \$40 million bank fraud scheme, during which he directed the repeated, calculated submission of false personal financial statements (PFSs), false corporate audit reports, and false tax returns to numerous banks for the purpose of obtaining tens of millions of dollars in secured and unsecured business and personal lines of credit and mortgages. (Tr. 1471-74, 1482-83, 1518-20, 1673-79). Multiple loans were issued to shell companies, such as Auto Express LLC, LKC LLC, Michael Todd Design LLC, and the Chrisley Family Trust. (Gov. Ex. 1220; Tr. 1530-31, 1575, 1593-95). Other loans were issued to Todd Chrisley’s business, Chrisley Asset Management, to him personally, to Julie Chrisley’s

business, Select RE Holdings LLC, and to supposed real estate ventures that never went forward, such as Lot 46 Watersound and South Fulton Land Investments. (Gov. Ex. 1220).

In all, Todd Chrisley orchestrated, directed, and led a lengthy, extensive, and sophisticated fraud scheme involving the use of numerous shell companies, LLCs, and bank accounts, and he directed the preparation and submission of multiple types of false financial documentation to banks, including corporate audits, tax returns, and PFSs, often referring back to previously submitted false documents to ensure that new false documents aligned with the previous lies. Todd Chrisley should receive the two-level sophisticated means enhancement. *See, e.g., United States v. Dawson*, 588 F. App'x 890, 893 (11th Cir. 2014) (affirming sophisticated means enhancement where wire fraud took place over five-year period, and defendant used managerial position and specialized knowledge to commit fraud); *United States v. Clarke*, 562 F.3d 1158, 1166 (11th Cir. 2009) (affirming a "sophisticated means" determination where the scheme "covered a three-year period and required intricate planning"); *United States v. Martin*, 549 F. App'x 888, 890 (11th Cir. 2013).

4. Todd and Julie Chrisley should receive a two-level enhancement because they derived more than \$1 million in gross receipts from one or more financial institutions.

The initial PSRs for the Chrisleys included a four-level enhancement on the basis that their bank fraud scheme "substantially jeopardized the safety and soundness of a financial institution." U.S.S.G. § 2B1.1(b)(17)(B). However, the

United States is seeking the lesser, two-level enhancement pursuant to § 2B1.1(b)(17)(A), which applies where “the defendant derived more than \$1,000,000 in gross receipts from one or more financial institutions as a result of the offense.” U.S.S.G. § 2B1.1(b)(17)(A). “Gross receipts from the offense” is defined as “all property ... which is obtained directly or indirectly as a result of [the] offense.” *Id.* cmt. n.13(B).

Any objection to this two-level enhancement would be meritless. As set forth above, the Chrisleys received more than \$1 million from at least seven banks in the course of the bank fraud scheme. (Gov. Ex. 1220). Notably, this enhancement concerns “gross receipts,” and Agent Ryskoski testified at trial that the fraudulent loan applications caused banks to issue the conspirators over \$36 million in fraudulent loans. (Tr. at 1202-06; Gov. Ex. 1220).

5. Todd Chrisley should receive a two-level aggravating role enhancement.

The United States agrees with Todd Chrisley that he should receive a two-level aggravating role enhancement under U.S.S.G. § 3B1.1(c) as he was “an organizer, leader, manager or supervisor” in any criminal activity that did not involve five or more participants or was otherwise extensive. U.S.S.G. § 3B1.1(c). The evidence at trial established that Todd Chrisley was an organizer, leader, manager, or supervisor of the bank fraud scheme.⁶

⁶ Notably, the initial PSR included a four-level role enhancement for Todd Chrisley. There is an argument that he deserves the four-level enhancement since the bank fraud scheme was so extensive and involved the unknowing services of many outsiders. See *United States v. Zada*, 706 F. App’x 500, 509 (11th Cir. 2017) (citing § 3B1.1 cmt. n.3) (“[A] fraud that involved only three participants but

Braddock testified that Todd Chrisley directed him on what to send banks, (Tr. at 1483-84, 1525), which is corroborated by this sampling of emails admitted at trial:

- In April 2007, Todd emailed Braddock, “these two are great but we need to find another 15,000 to make my numbers work, so do an invoice for the architect and you can tag it for revisions, TRY TO MAKE THIS HAPPEN TODAY SO THAT I DO NOT HAVE ANYTHING BOUNCING, Copy me on what you send Simone.” (Gov. Ex. 813).
- In another April 2007 email, Todd told Braddock, “[Y]ou can either tell him that they are from a land deal or you can say that they were transferred from WAMU and then create another bank statement.” (Gov. Ex. 816).
- After receiving a false PFS, Todd emailed Braddock, “you are a fucking genius!!!! just make it show 4 mil+” (Gov. Exs. 832, 833).
- In April 2008, when Braddock reported that he would have difficulty scrapbooking as the bank had legitimate copies of the tax returns, Todd stated, “stop telling me this shit, create them like you always have, if i don’t get her these then want renew the loans.” (Gov. Ex. 839).
- When one banker reached out about the outstanding loan payments, Todd directed Braddock to “deal with this bitch!!!!” (Gov. Ex. 840).

Todd also repeatedly sent these types of directives to Julie as the bank fraud scheme unfolded, including emails like this one:

used the unknowing services of many outsiders could be considered extensive.’”). But the United States only seeks the two-level enhancement under § 3B1.1(c) (which Todd Chrisley appears to agree applies).

- “[P]lease take care of getting her the new insurance information and Mark will get her the new pfs as well as getting her the new tax returns.” (Gov. Ex. 824) (October 15, 2007, email from Todd to Julie, CC’ing Braddock).

In his objections to the PSR, Todd Chrisley concedes that “two points at most should be assessed for [his] role in the offense.” (T.C. PSR Obj. at 10). The United States agrees that he should receive a two-level role enhancement.

6. Julie Chrisley should not receive a mitigating role reduction.

Contrary to her objections, Julie Chrisley is not entitled to a mitigating role reduction under U.S.S.G. § 3B1.2. (J.C. PSR, ¶ 124). The mitigating role provision permits a two-level reduction if the defendant was a “minor participant” or a four-level reduction if the defendant was a “minimal participant.” U.S.S.G. § 3B1.1(a)-(b). “The defendant, as the proponent of the downward adjustment under § 3B1.2, bears the burden of proving her mitigating role in the offense by a preponderance of the evidence.” *United States v. Martin*, 803 F.3d 581, 591 (11th Cir. 2015) (citation omitted).

The commentary to § 3B1.2 provides an example of a situation where a fraud defendant would be entitled to this reduction:

[A] defendant who is accountable under § 1B1.3 for a loss amount under § 2B1.1 [] that greatly exceeds the defendant’s personal gain from a fraud offense or who had limited knowledge of the scope of the scheme may receive an adjustment under this guideline. For example, a defendant in a health care fraud scheme, whose participation in the scheme was limited to serving as a nominee owner and who received little personal gain relative to the loss amount, may receive an adjustment under this guideline.

U.S.S.G. § 3B1.2, app. n.3(A). That is far from what occurred here. As outlined above, Julie didn't just receive a small portion of the fraud scheme. She and her husband took home tens of millions of dollars from defrauding the banks, and Braddock testified that Julie Chrisley was involved throughout the conspiracy.

The Eleventh Circuit has repeatedly held that defendants like Julie Chrisley are not entitled to a minor or minimal role reduction simply by virtue of the fact that others in the conspiracy played larger roles. *See Martin*, 803 F.3d at 591 (“Even if a defendant played a lesser role than the other participants, that fact does not entitle her to a role reduction since it is possible that none are minor or minimal participants.”) (quotation marks omitted); *see also United States v. Tabares*, 2021 WL 5279404, at *9 (11th Cir. Nov. 12, 2021) (“While Quintero gave Tabares direction, the record makes clear that Tabares’s actions were important to the laundering. Tabares filed the incorporation documents for the shell company, set up the bank account, and cashed the checks. Thus, even though Quintero also participated in [money] laundering [], it does not follow that Tabares played a minor role.”); *United States v. Jones*, 705 F. App’x 859, 861 (11th Cir. 2017) (district court did not clearly err in declining to apply the reduction where the defendant “understood the scope and structure of the criminal activity” and “stood to benefit from the criminal activity”); *United States v. Rabuffo*, 716 F. App’x 888, 905 (11th Cir. 2017) (district court did not err by declining to apply adjustment when “everybody had a part here, and she played an integral and essential part to the success of the scheme while it was ongoing.

So to that extent, there is no — she’s hardly a damsel in distress. She was in for a penny and for a pound.”).

Julie Chrisley played an integral role in the bank fraud conspiracy and significantly profited from the fraudulently obtained loans. She was “hardly a damsel in distress” and is not entitled to the mitigating role reduction. *Id.*

7. Todd and Julie Chrisley should receive an enhancement for using sophisticated means to commit the tax offenses.

For tax-related offenses, a two-level enhancement applies where the offense involved sophisticated means. U.S.S.G. § 2T1.1(b)(2). Under the Guidelines, “sophisticated means” includes

especially complex or especially intricate offense conduct pertaining to the execution or concealment of an offense. Conduct such as hiding assets or transactions, or both, through the use of fictitious entities, corporate shells, or offshore financial accounts ordinarily indicates sophisticated means.

U.S.S.G. § 2T1.1, cmt. n.5. The Guidelines further provide that, “[a]lthough tax offenses always involve some planning, unusually sophisticated efforts to conceal the offense decrease the likelihood of detection and therefore warrant an additional sanction for deterrence purposes.” *Id.*, cmt. (backg’d).⁷

⁷ Between 1998 and 2001, the language for this enhancement was changed from “sophisticated means” to “sophisticated concealment” as part of a separate Sentencing Commission effort to clarify that the enhancement broadly applies with respect to overall offense conduct; the language in § 2T1.1 reverted back to “means” in 2001 to clarify that the enhancement applies to the execution of the offense as well as its concealment. *See* U.S.S.G. App. C, Amend. 617, Reason for Amend; U.S.S.G. App. C. Amends. 219-223, Reason for Amends.

Merely making misrepresentations on a tax return likely does not justify an enhancement for sophisticated means. *See, e.g., United States v. Powell*, 124 F.3d 655, 666 (5th Cir. 1997); *United States v. Rice*, 52 F.3d 843, 849 (10th Cir. 1995) (enhancement inapplicable because defendant only claimed that he had paid taxes which he had not); *see also United States v. Stokes*, 998 F.2d 279, 282 (5th Cir. 1993) (“There is nothing sophisticated about simply not disclosing income to your accountant”).

On the other hand, the “essence” of sophisticated conduct “is merely deliberate steps taken to make the offense ... difficult to detect.” *United States v. Kontny*, 238 F.3d 815, 821 (7th Cir. 2001). And while it is apparent that some degree of concealment is inherent in every tax fraud case, “‘sophistication’ [in the Guideline does not refer] to the elegance, the ‘class,’ the ‘style’ of the defrauder – the degree to which he approximates Cary Grant – but to the presence of efforts at concealment that go beyond ... the concealment inherent in tax fraud.” *Id.* The enhancement “does not require a brilliant scheme, just one that displays a greater level of planning or concealment than the usual tax evasion case.” *United States v. O’Doherty*, 643 F.3d 209, 220 (7th Cir. 2011). Even if certain acts would not constitute sophisticated means when considered in isolation, such acts may constitute sophisticated means when viewed in the aggregate. *United States v. Tandon*, 111 F.3d 482, 491 (6th Cir. 1997) (taken together, defendant’s actions demonstrated “a sophisticated and multi-pronged effort to deceive the IRS and evade paying taxes”); *see also United States v. Ghaddar*, 678 F.3d 600, 602-03 (7th Cir. 2012) (defendant’s actions “when viewed as a whole constituted a

sophisticated scheme”). The fact that a defendant could have used “even more elaborate mechanisms to conceal” the fraud does not defeat a finding of sophisticated means. *United States v. Bickart*, 825 F.3d 832, 837 (7th Cir. 2016). “Even if any single step is not complicated, repetitive and coordinated conduct can amount to a sophisticated scheme.” *United States v. Laws*, 819 F.3d 388, 393 (8th Cir. 2016). The Guideline commentary “provides a nonexclusive list of examples of sophisticated means of concealment,” and the use of offshore bank accounts and fictitious business entities is not necessary to constitute sophisticated means. *United States v. Campbell*, 491 F.3d 1306, 1315-16 (11th Cir. 2007).

Here, the Chrisleys should both receive a two-level enhancement pursuant to § 2T1.1(b)(2) because their tax conspiracy and tax evasion scheme involved sophisticated means. (J.C. PSR ¶¶ 136, 141; T.C. PSR ¶¶ 134, 139). The Chrisleys earned millions of dollars from 2013 through 2017 from *Chrisley Knows Best* and other media ventures that they directed into bank accounts for 7C’s Productions. (Tr. at 1047-52; Ex. 1202). They used 7C’s as a shell company by keeping Todd Chrisley’s name off of the company and its bank accounts in an effort to shelter their income from the IRS to evade paying hundreds of thousands of dollars of delinquent taxes that Todd owed for the 2009 tax year, as well as to evade paying taxes for 2014, 2015, and 2016. (Tr. at 828-833, 1053). When the Chrisleys learned that the IRS was looking for their bank accounts, they took immediate steps to distance themselves from 7C’s and further shelter their income. One day after the defendants were notified that the IRS was looking into accounts controlled by

Julie, Julie transferred ownership of the 7C's corporate bank account to Todd's mother, Faye Chrisley, and opened a new account only in Faye Chrisley's name. (Tr. at 477-523, 540-46; Gov. Exs. 100, 101, 102A, 103, 103A, 103B, 104, 104A, 105). To effectuate those changes, Julie provided false documents to Bank of America, showing that Faye was the sole owner of 7C's, despite the fact that she had never owned the company and had no involvement in it. After the Chrisleys opened the new 7C's bank account in Faye's name, the Chrisleys directed their income into that new account. (Gov. Ex. 107A). Moreover, at the Chrisleys' direction, Peter Tarantino sent tax returns to banks and other third parties that in reality had never been filed with the IRS. (Tr. at 645-49; Gov. Exs. 500, 507, 509, 510, 514).

Numerous courts have found that actions like the Chrisleys' warrant the sophisticated means enhancement. For instance, it has been applied where the defendant used a shell company or deposited funds into a bank account not directly attributable to the defendant, just as the Chrisleys used 7C's Productions. *See, e.g., United States v. Paradies*, 98 F.3d 1266, 1292 (11th Cir. 1996) (affirming enhancement where defendant used shell corporation to hide funds); *Campbell*, 491 F.3d at 1315-16 (affirming enhancement where defendant deposited funds into bank accounts not directly attributable to him); *United States v. Barakat*, 130 F.3d 1448, 1457 (11th Cir. 1997) (agreeing that the defendant's practice of filtering funds through his attorney's trust account constituted a sophisticated means of concealing tax evasion). Similarly, the creation and use of false documents like the ones Julie provided to Bank of America (falsely stating that Faye Chrisley owned 7C's) and to third parties (tax returns that were never filed) has also been

found to warrant the sophisticated means enhancement. *See, e.g., United States v. Lundberg*, 990 F.3d 1087, 1097 (7th Cir. 2021) (affirming application of enhancement where defendant doctored a third party's tax forms to support a lease application); *United States v. Melton*, 870 F.3d 830, 843 (8th Cir. 2017) (affirming application of enhancement where defendant wrote a memo falsely stating that "he was working with the IRS, and then presenting doctored IRS Forms [] alleging he had paid [] taxes"); *see also United States v. Ghertler*, 605 F.3d 1256, 1268 (11th Cir. 2010) (creation of false documents and the use of third parties for money transfers may constitute sophisticated means under § 2B1.1).

In all, Todd and Julie Chrisley took a protracted and calculated series of steps to hide their money from the IRS for years using a shell company and bank accounts that they distanced from Todd Chrisley, and when the IRS dug deeper, they fabricated documents and changed and opened new bank accounts in a third party's name, all to further evade the IRS's reach. "The totality of the[Chrisleys'] activities carried out over an extended period of time" warrants the sophisticated means enhancement. *Ghertler*, 605 F.3d 1256, 1267-68 (11th Cir. 2010).

8. Todd and Julie Chrisley should receive an obstruction enhancement for the bank fraud scheme and the tax offenses.

Pursuant to § 3C1.1, a two-level enhancement applies if "(1) the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation, prosecution, or sentencing of the instant offense of conviction, and (2) the obstructive conduct

related to (A) the defendant's offense of conviction and any relevant conduct; or (B) a closely related offense." U.S.S.G. § 3C1.1. The commentary provides a non-exhaustive list of examples of the types of conduct to which this adjustment applies, including the following:

- threatening, intimidating, or otherwise unlawfully influencing a ... witness, ... directly or indirectly, or attempting to do so;
- committing, suborning, or attempting to suborn perjury...; [and]
- producing or attempting to produce a false, altered, or counterfeit document or record during an official investigation or judicial proceeding.

U.S.S.G. § 3C1.1, cmt. n.4(A)-(C). In this case, the Chrisleys committed all three forms of obstruction, warranting an obstruction enhancement for the bank fraud and tax offenses.

a. Todd and Julie Chrisley submitted a sham document to the grand jury in response to a grand jury subpoena issued to 7C's Productions.

"Producing or attempting to produce a false, altered, or counterfeit document or record during an official investigation' is a type of action that warrants a two-level obstruction of justice enhancement." *United States v. Shannahan*, 135 F. App'x 253, 259 (11th Cir. 2005) (quoting U.S.S.G. § 3C1.1, cmt. n.4(c)). The Guidelines commentary states that when a defendant "is convicted both of an obstruction offense ... and an underlying offense," the two offenses group, and the adjusted offense level "will be the offense level for the underlying offense increased by the 2-level adjustment" for obstruction (unless the obstruction Guidelines are higher). U.S.S.G. § 3C1.1, cmt. n.8. Notably, the Guidelines "do[]

not contain any qualifier that the production of a document materially misleads federal authorities.” *Shannahan*, 135 F. App’x at 259.

For Julie, the analysis is cut and dry. She was convicted by a jury of obstruction of justice for submitting the sham, backdated 7C’s corporate resolution to the grand jury during its investigation into the Chrisleys’ fraud schemes. (Gov. Exs. 104, 195, 196, 197, 198).

Todd was not charged in the superseding indictment with obstruction of justice, but the United States learned in the middle of trial that he too participated in sending the bogus corporate resolution to the grand jury. During opening statements, Julie’s attorney told the jury that he and Todd’s attorney forwarded the bogus corporate resolution to the grand jury:

Now, a copy was originally made for Julie by Bill Abbott. As it turned out, Julie apparently had left this corporate resolution -- and this is where the alleged obstruction comes. -- in the trunk of her car. She cooks every meal. Believe it or not, she does. She’s an outstanding cook. And she had a helper at the house that day when she came back from the grocery store. His name is Chad Bryant. And you will hear from him personally. Chad offered to help bring the groceries out of the trunk. He goes in, he brings all the groceries. He brings them in the kitchen. Brings them all in the kitchen.

As she’s unloading the groceries, she sees this plastic bag that definitely has crumpled up papers, like it’s a trash bag. And inside she finds the corporate resolution. What does she do? Does she try to hide it? No. What she tries to do is do the right thing. She calls our investigator, Bill Silinski. And what does Bill tell her? Send it to me immediately, which she does. And then both Mr. Morris and I review it and really determine that this would be responsive to that same grand jury subpoena. So what do we do? We turn it over to the Government.

(Tr. at 418-19).⁸ Based upon this opening statement, the Chrisleys reached an agreement with the United States' assigned filter team and disclosed an email to the prosecution team showing what actually led to the Chrisleys transmitting this sham document to the grand jury. (Doc. 212; Gov. Ex. 199).

On January 9, 2019, Julie scanned and emailed Todd and defense investigator Bill Salinski a copy of the sham, backdated corporate resolution. (Sent. Ex. 11).⁹ The next day, January 10, was the day that Faye testified before the grand jury. (Gov. Ex. 197). That morning, Todd drafted an email to himself outlining the bogus story of how Julie and his mother went to "add" Faye as a signer on the Bank of America account:

⁸ The United States took great care before trial to ensure that the evidence presented on obstruction would not include the jury learning that Mr. Morris was the attorney who facilitated the production of the false document. However, Mr. Friedberg directly injected himself and Mr. Morris into the case during his opening statement. Despite his opening statement, the United States referred to Mr. Morris only as the "7C's Productions' attorney" during trial.

⁹ A redacted version of the email was admitted at trial as Government Exhibit 199.

From: Michael Chrisley
Subject: The lady at the bank told mama and Julie that they
To:
Sent: January 10, 2019 8:03 AM (UTC-05:00)

The lady at the bank told mama and Julie that they should open a TN account because the GA account wasn't tied to her branch so it wouldn't show up on her report if there was ever an issue, mama was to be a signer that was added and Julie was the only signer on the GA account so Julie thought they just added mama to the new account and that she would've automatically been added because of the GA account, the bank added the new account to Julie's profile linking the GA and TN account, Julie and mama were told that the bank needed minutes or corporate docs showing mama as an officer or giving her authority to be a signer, Julie and mama left the bank, went back to the house and Julie pulled together a document showing mama as an owner and emailed that to benjiman at the bank, after getting a call telling asking her if mama was the owner Julie said "no" she corrected the document by drawing a line through mamas name, signed her name and stated she owned 100% and then mama signed the document under the change, dated it then noted on the document "Change Made" March 8th 2017, mama and Julie took the document back up to the bank on March 8th, the lady they had worked with was at lunch or out so another woman made a copy of the document and gave Julie the copy and said she would make sure the woman who opened the new account got the original, on March 13 benjiman emailed Julie telling her that they wanted to make sure that both Julie and mama had access to the accounts and they had identified some issues and would correct them. The new account was added to Julie's profile and the GA and TN account was linked together on Julie's profile, NOT on mamas profile, the remote caption machine was sent to 806 Lynnwood Blvd attention Julie and a voicemail was left from the banking center confirming that Julie received it and if she had any questions to call the person leaving the voicemail, Julie contacts BofA when the investigation started and recorded the conversation and states "when I added Faye as a signer to "MY" account what documents do you have?" "so Faye is just signer correct" Faye isn't the owner? NO, 7C's owns the account. Why hasn't the IRS seized the funds in the GA account? Why hasn't the IRS ever notified 7C's if they are holding funds for Michael TODD chrisley to remit to the IRS?

(Sent. Ex. 10). On January 11, the day after Faye testified before the grand jury, Todd forwarded the backdated document to his defense team with this email:

From: Michael Chrisley <mchrisley1@gmail.com>
To: [REDACTED]

Cc:
Bcc:
Subject: Fwd: Scan Jan 9, 2019 at 7.54 PM
Date: Fri Jan 11 2019 07:54:01 EST
Attachments: Scan Jan 9, 2019 at 7.54 PM.pdf

Yesterday my mother was testifying in front of the GJ, krepp presented her with a document from the bank that said she was a 100% owner of 7C's but he didn't present her with this document that was taken to the bank the very next day after opening the new account which is the same document but corrected in Julie's handwriting and mamas signature , dated etc, krepp doesn't know about this document or he didn't want to present it to the GJ because it would have killed his theory that Julie had given mama the account in order to help me avoid paying my 2009 taxes , when should krepp be made aware that we all have this document ? Should it go with the info you are sending Tuesday to the DOJ? What's your recommendation as to how to let krepp know about this ? [REDACTED]

Sent from my iPhone

Begin forwarded message:

> From: jchrisley1@gmail.com
> Date: January 9, 2019 at 7:55:07 PM CST
> To: mchrisley1@gmail.com, [REDACTED]
> Subject: Scan Jan 9, 2019 at 7.54 PM

(Gov. Ex. 199).¹⁰ Five months later, the Chrisleys produced the sham and obstructive corporate resolution to the grand jury through their attorney with the lie that Julie and Faye had hand delivered the resolution to Bank of America. (Gov. Exs. 194, 195).

Todd and Julie knew full well that the document was a fraud and that the representation they caused their attorneys to make was false. As representatives from Bank of America confirmed during trial, the bank never received this so-called amended corporate resolution, and the attorney's explanation to the grand jury (which the Chrisleys stipulated came from Julie Chrisley) was patently false.

¹⁰ If the United States had known about Government Exhibit 199 (Sent. Ex. 11) prior to trial, it would have presented a second superseding indictment to the grand jury that included Todd in the obstruction charge.

(Tr. at 487-89) (testimony of Bank of America manager Lisa Stone); (Gov. Exs. 100, 103, 104) (internal Bank of America records confirming the statement to the grand jury was false).

In fact, on March 6, 2017, Tarantino emailed the Chrisleys that the IRS was asking for information about bank accounts in their names, prompting Todd to email Julie, "Get this taken care of asap." (Gov. Ex. 109). While Julie and Faye went to Bank of America the next day to move the 7C's account into Faye's name, Todd emailed a production company, "Please refrain from sending any deposits to the account you have on file as that account has been compromised, we will be sending you another NEW account number tomorrow or Thursday morning." (Gov. Ex. 119). Todd and Julie Chrisley have made a career of committing fraud together: from bank fraud to wire fraud to tax evasion to submitting the sham corporate resolution to the grand jury with a lie that the jury did not believe.

The Chrisleys' argument that a two-level enhancement should not apply to the bank fraud offense because the sham document was related to the tax offenses is meritless. They submitted a false document in an attempt to obstruct the grand jury's investigation into all of their crimes. When they submitted the false document in June 2019, they knew that the grand jury was investigating their bank fraud scheme. In the midst of the back-and-forth about the obstructive document, the Chrisleys' attorneys had been provided with multiple interview reports of Mark Braddock in which the bank fraud scheme was described in great detail. (Sent. Ex. 12). In fact, the United States disclosed two of these

interview reports on June 4, 2019—two days before Julie Chrisley signed the business record certification falsely attesting that the fraudulent corporate resolution was a legitimate 7C’s Productions business record. (Gov. Ex. 194). When the Chrisleys sent a false document to the grand jury, they knew that the same grand jury was actively investigating the bank fraud scheme.

They cannot now split hairs and claim they were “only” trying to obstruct the tax investigation in a transparent effort to reduce their Guidelines range. Because Todd Chrisley’s offense level for the bank fraud scheme is more than nine levels higher than any of the other offenses, his bank fraud Guidelines alone will control his total offense level. If an obstruction enhancement is not applied to the bank fraud Guidelines, they would both “receive[] a free pass with respect to providing false documents to the grand jury.” *United States v. Thorson*, 633 F.3d 312, 320 (4th Cir. 2011). The Chrisleys submitted a sham document for the purpose of impeding and hindering an official investigation, and they should be penalized for their obstruction, as the Guidelines state.

b. Todd and Julie Chrisley suborned the perjury of Faye Chrisley and Donna Cash.

“By knowingly facilitating the presentation of false testimony before the court, a defendant does more than just allow a witness to give perjured testimony; rather, he acts in a manner that obstructs the administration of justice.” *United States v. Bradberry*, 466 F.3d 1249, 1255 (11th Cir. 2006).

Accordingly, when a defendant suborns perjury, the obstruction enhancement applies. *Id.* “Perjury, for purposes of applying this enhancement, has been

defined by the United States Supreme Court as ‘false testimony concerning a material matter with the willful intent to provide false testimony, rather than as a result of confusion, mistake, or faulty memory.’” *United States v. Singh*, 291 F.3d 756, 763 (11th Cir. 2002) (quoting *United States v. Dunnigan*, 507 U.S. 87, 94 (1993)). A person suborns perjury when he “procures another to commit any perjury.” 18 U.S.C. § 1622; *see also* § 3C1.1, cmt. n.9 (“the defendant is accountable for his own conduct and for conduct that he aided or abetted, counseled, commanded, induced, procured, or willfully caused.”).

During their cases-in-chief, Todd and Julie Chrisley knowingly called two witnesses, Faye Chrisley and Donna Cash, to falsely testify about issues material to their defense strategy. After using Todd Chrisley’s 77-year-old mother to commit tax evasion, the Chrisleys put her on the stand at trial to lie about key events. Faye Chrisley falsely testified that Julie asked her to be a “signer” on their account because they were moving to California to film a show and that when she and Julie went to Bank of America, Julie told the bank employee that they wanted to “add me on as a signee, a signatory.” (Tr. 2891-94). Faye also falsely testified that she and Julie went back to the bank and hand delivered a “corrected” copy of the business resolution with handwritten changes showing that Julie owned 7C’s Productions instead of Faye, and that a bank employee made a copy of the “corrected” business resolution and gave it to them before they left. (Tr. 2896-98).

Faye Chrisley’s story was patently false and material. The Chrisleys put Faye on the stand to tell the same lie they got their attorney to tell the grand jury when

they produced the sham document. But Bank of America manager Lisa Stone unequivocally testified that Julie went into the Bank of America branch to remove her name from the 7C's bank account and place her mother-in-law on the account instead. (Tr. at 487-89). Bank of America's internal records confirmed that Faye Chrisley thereafter became the sole owner of the 7C's account. (Gov. Exs. 100, 103, 104). And, as stated, the crux of the United States' obstruction case was the fact that Julie Chrisley submitted that sham, backdated corporate resolution to the grand jury and had never delivered it to Bank of America. (Gov. Exs. 195, 196, 197, 198).¹¹

Equally egregious was the false testimony of former CAM employee Donna Cash. The Chrisleys put up Cash to falsely "confess" to the entire bank fraud scheme. Nearly everything that Cash said on the stand was a lie. Most importantly, Cash falsely testified that she and Braddock were the ones who committed the massive, six-year-long bank fraud scheme *behind* Todd and Julie's back and *for* Todd and Julie's benefit, by doing things such as hacking into the Chrisleys' home voicemail system and deleting voicemails from banks. (Tr. at 2494-2506). She even testified that the Chrisleys did not know that Braddock was filing false BP Oil spill claims — despite the audio recording of Julie Chrisley calling to ask when she would receive a check from their filed claim. (Tr. 2495; Gov. Exs. 1205, 1207).

¹¹ Again, the fact that these lies concerned the transaction at Bank of America (and not the bank fraud scheme) is irrelevant for Guidelines purposes.

According to Cash, it wasn't just the bank fraud that she and/or Braddock were responsible for; she was apparently also responsible for Todd's unpaid 2009 taxes, for Julie's wire fraud, and for three other fabricated and emailed documents that the United States introduced as Rule 404(b) evidence. Cash testified that on two occasions, Braddock had her tell Todd that a \$250,000 payment was being made on his 2009 taxes and that Braddock fabricated a check showing that the payment had been made when it hadn't. (Tr. at 2512-14). Cash testified that when the Chrisleys were applying to lease a house in California, it was she – not Julie – who fabricated the two bank statements and credit report and emailed them to the leasing agent using Julie's Gmail account without Julie's knowledge. (Tr. at 2525-27).¹² Cash also testified that she fabricated invoices from Pineapple House, Ken Knight Interiors, and Delta Airlines without the Chrisleys' knowledge or consent (but for their financial benefit). (Tr. 2527-31).

Donna Cash's testimony was absurd. It was a deliberate effort to mislead the jury. This was not just a witness who made some contradictory statements while testifying. Cash directly contradicted the recorded statements she had previously made to the defense team. On the stand, she admitted to the wire fraud scheme. But on the audio recordings supplied by the defendants, she said the opposite. (Sent. Ex. 13).

¹² On cross examination, Cash admitted that she did not even know what Google Drive was, despite that the fabricated credit report was sent via Google Drive link. (Tr. at 2535).

In short, the Chrisleys put Donna Cash on the stand and let her falsely confess to nearly every crime that they were charged with. On this point, there can be dispute: the Chrisleys knew that Cash was committing perjury, and they put her up to do it.

The Chrisleys' objections that Faye Chrisley's and Donna Cash's testimony was not false or material is incredulous, as is their claim that they didn't "facilitate" the perjury. (T.C. Obj. at 10; J.C. Obj. at ¶ 127). The jury's guilty verdict speaks to the falsity of their testimony, and it is difficult to conceive of testimony more material than a confession to committing a crime that someone else has been charged with. Additionally, the Chrisleys' claim that they did not facilitate the perjury is belied by the facts that they called these witnesses in their case-in-chief and that there are audio recordings of their investigator talking to Donna Cash about her testimony. Instead of taking the stand and perjuring themselves, the Chrisleys' put up their own mother and former assistant to do it for them. If this level of suborned perjury does not warrant the obstruction enhancement, it's unclear what would.

c. Todd Chrisley threatened, intimidated, and unlawfully influenced his daughter, Lindsie Chrisley.

The obstruction enhancement is appropriate where the defendant "threatened, intimidated, or otherwise unlawfully influenced a co-defendant, witness, or juror, directly or indirectly, or attempted to do so." *United States v. Boyd*, 574 F. App'x 878, 879 (11th Cir. 2014) (quoting U.S.S.G. § 3C1.1, cmt., n.4(A)) (alterations adopted). It is not necessary for the defendant to directly

communicate with the witness who he is attempting to influence or threaten.

United States v. Bradford, 277 F.3d 1311, 1315 (11th Cir. 2002) (holding that because § 3C1.1 applies to attempts to obstruct justice, it is not essential that the threat be communicated to the target).

This enhancement routinely applies when a defendant directs his obstructive conduct towards his own family members. For example, in *United States v. Hesser*, 800 F.3d 1310, 1331 (11th Cir. 2015), the Eleventh Circuit affirmed the application of the obstruction enhancement where, in the weeks leading up to trial, the defendant asked his wife to “‘go over the story line’ of her upcoming testimony” for the government. When the wife declined, Hesser responded, “If you don’t want to help, I’ll know whose head to lop off.” *Id.* A few weeks later, “Hesser took the couple’s two eldest children into a bedroom and told them that their mother was betraying him by working with the Government.” *Id.* The wife ultimately testified at trial for the government, including about Hesser’s efforts to intimate and influence her testimony. *Id.* The district court rejected Hesser’s argument at sentencing that “the events were merely an intra-family dispute and tug-of-war for the children.” *Id.* (quotations omitted).

Similarly, in *United States v. Ward*, 722 F. App’x 953, 967 (11th Cir. 2018), the obstruction enhancement applied where the defendant urged his brother to invoke his Fifth Amendment right if questioned and offered his brother \$2,000 for his cooperation. *See also United States v. Amedeo*, 370 F.3d 1305, 1319 (11th Cir. 2004) (finding that, at a minimum, the defendant’s urging a potential witness to lie constituted “unlawfully influencing” a witness under § 3C1.1); *United States v.*

Garcia, 13 F.3d 1464, 1471 (11th Cir. 1994) (no error in district court’s finding that the defendant obstructed justice by asking a witness not to speak to law enforcement).

In this case, Todd Chrisley not only tried to “unlawfully influence” his daughter, Lindsie Chrisley; he succeeded. After reporting to the FBI and U.S. Probation that her father was harassing, intimidating, and attempting to extort her, Lindsie took the stand at trial and testified for her father and stepmother. But on cross examination, she admitted to the events that led to her appearance in court—crucially, these facts were all documented in the FBI interview report that had been disclosed to the Chrisleys in discovery. (Sent. Ex. 14) (302 of Lindsie Chrisley interview). From 2017 to 2019, Lindsie Chrisley was estranged from her father. Two months before he was indicted, Todd asked Lindsie to meet him in Chattanooga. Lindsie agreed to meet and drove to Chattanooga, believing that her father was going to apologize for their estrangement for the past two years. When she arrived at the restaurant where they met, Todd insisted that Lindsie leave her cell phone in the car. Once they were inside, Todd told Lindsie that he was about to be indicted and questioned Lindsie’s involvement in the investigation. Todd continued to press Lindsie about her involvement, and Lindsie told him that she was sick of him and Chase Chrisley putting out threatening tweets directed at her. Todd told Lindsie that she needed to be careful with Chase because he had a sex tape of Lindsie from an indoor security camera. Todd insisted the sex tape was real and told Lindsie she needed to “be careful.” A few weeks later, in July 2019, Lindsie called the FBI National Threat

Operations Center and reported that her father was attempting to blackmail her with a supposed sex tape of her because he thought that she the reason he was under investigation. The FBI case agents subsequently met with Linsdie, where she reported the information above. She also said that in the days leading up to that meeting, Todd had told her sister-in-law that Lindsie was “behind all this stuff” and that Lindsie was a snake, manipulative, and was going to be sued.

The following month, the grand jury returned an indictment, (Doc. 1), and Lindsie Chrisley was on the witness list that the United States provided to the Chrisleys and their pretrial services officer. Thereafter, Lindsie continued contacting the FBI. (Sent. Ex. 15). In December 2020, she emailed the FBI that she was “still victim of Todd Chrisley’s harassment.” (*Id.*). She reported that she was told that Todd and Chase Chrisley were having her followed. (*Id.*).

Lo and behold, at trial, Lindsie took the stand and provided favorable testimony for her parents. Like the sentencing court in *Hesser*, this court should reject the notion that these events “were merely an intra-family dispute.” *Hesser*, 800 F.3d at 1331. In *Hesser*, the obstruction enhancement was warranted where the defendant tried and failed to influence his wife’s testimony. *Id.* Here, Todd Chrisley succeeded in manipulating his estranged daughter, bringing her back into the family fold, and putting her on the stand at trial.

III. RESTITUTION

1. The Court should order the Chrisleys to pay restitution to the victims of the bank fraud conspiracy.

The Mandatory Victim Restitution Act (“MVRA”) requires district courts to order “that the defendant make restitution to the victim of the offense.” 18 U.S.C. § 3663A(a)(1). Under the MVRA, the victim banks or the successive entities were victims of the Chrisleys’ bank fraud, entitling them to recover their actual loss in the form of restitution.

A “victim” under the MVRA is any “person directly and proximately harmed as a result of the commission of an offense.” § 3663A(a)(2). The phrase “directly and proximately” is not an overly exacting standard. It requires but-for causation and only that “the causal connection between the conduct and the loss is not too attenuated (either factually or temporally).” *United States v. Robertson*, 493 F.3d 1322, 1334 (11th Cir. 2007) (citation omitted). The defendant’s conduct does not need to be the “sole cause of the loss,” so long as “any subsequent action that contributes to the loss, such as an intervening cause, [is] directly related to the defendant’s conduct.” *Id.* (quoting *United States v. Gamma Tech Indus., Inc.*, 265 F.3d 917, 928 (9th Cir. 2001)). “The causal chain may not extend so far, in terms of the facts or the time span, as to become unreasonable.” *Id.* (quoting *Gamma Tech*, 265 F.3d at 928).

The victim banks or the entities that have subsequently purchased the fraudulent loans qualify as “victims” under these standards, because the Chrisleys’ bank fraud proximately caused them to suffer actual losses. As

detailed above, the Chrisleys engaged in an extensive bank fraud scheme that caused victims to suffer approximately \$20 million in losses. Their fraud was the but-for cause of the loss: the victims would not have lost any money if the Chrisleys had not obtained the fraudulent loans. And the fraud “proximately” caused the loss, insofar as the causal chain between the two was “‘not too attenuated (either factually or temporally)’” but rather closely connected to the fraudulent conduct. *Robertson*, 493 F.3d at 1334 (citation omitted).

Moreover, the MVRA provides that, “[i]f a victim has received compensation from insurance or any other source with respect to a loss, the court shall order that restitution be paid to the person who provided or is obligated to provide the compensation.” 18 U.S.C. § 3664(j)(1). Under this provision, a subsequent purchaser who buys the fraudulent loan should be entitled to recover the amount of money they spent on the fraudulent loan. *See generally United States v. Mancini*, 624 F.3d 879, 881-82 (8th Cir. 2010) (compensation from an insurance provider).

As for the appropriate amount of restitution, § 3664 requires the district court to “order restitution to each victim in the full amount of each victim’s losses.” 18 U.S.C. § 3664(f)(1)(A). The “restitution award ‘must be based on the amount of loss *actually* caused by the defendant’s conduct.’” *United States v. Huff*, 609 F.3d 1240, 1247 (11th Cir. 2010) (citation omitted). The goal of restitution is to make the victim whole. *Id.* at 1249.

Here, the victims lost \$20,041,817.67, of which \$17,270,741.57 should be ordered in restitution. (Sent. Ex. 3). The Chrisleys are not entitled to an offset loss

amount under the theory that the victim banks were negligent when they issued these loans; the law places no such burden on crime victims to mitigate their damages. *See United States v. Hairston*, 888 F.2d 1349, 1354 (11th Cir. 1989) (upholding restitution award despite argument that bank failed to take steps that could have reduced its loss); *United States v. Rice*, 38 F.3d 1536, 1542 (9th Cir. 1994) (rejecting argument that restitution should be reduced based on victim's conduct and stating that "[a] crime victim is not required to mitigate damages"). The statutory framework governing restitution "does not include any provision allowing the court to attribute fault for loss to a victim and reduce the amount of restitution on that basis." *United States v. Guy*, 335 F. App'x 898, 900 (11th Cir. 2009). Negligence on the part of the victim is simply "not a valid basis on which to reduce the restitution amount." *Id.*¹³ As noted, restitution is measured by the amount the victim actually lost, not some amount reduced based on the victim's negligence or failure to mitigate. *Hairston*, 888 F.2d at 1354. In sum, even if the victims were negligent, it would not provide a valid basis for reducing the restitution owed.

Similarly, it is irrelevant that the Chrisleys reached a settlement regarding these fraudulent loans in separate proceedings because nothing in the restitution

¹³ *See also United States v. Holland*, 394 F. App'x 766, 768 (2d Cir. 2010) (unpublished) (victim's alleged negligence and failure to mitigate were irrelevant to order of restitution); *United States v. Zafar*, 291 F. App'x 425, 429 (2d Cir. 2008) (unpublished) (contributory negligence was not a basis for reducing restitution); *United States v. Rosby*, 454 F.3d 670, 677 (7th Cir. 2006) (victims' carelessness would not reduce restitution).

statutes provides that a victim loses its right to criminal restitution when it has received a civil judgment. Indeed, the existence of a civil judgment does not bar criminal restitution and “provides no basis for reduction in the restitution award.” *United States v. Bramson*, 107 F.3d 868, 1997 WL 76048, at *2 (4th Cir. 1997). The mere existence of a civil judgment does not mean that the victim will receive anything, and without actual compensation to the victim, there is no basis for reducing criminal restitution. *Id.* There is also added utility in having a criminal restitution judgment because, in comparison to a private litigant, probation officials may better monitor a defendant’s financial status in working to collect the restitution. *Id.* at *2 n.2.

For purposes of imposing restitution, the Chrisleys are not entitled to an offset by the value of property forfeited to the government, because both restitution and forfeiture are mandatory, and the separate nature of these two remedies precludes using one to offset the other. *See United States v. Bane*, 720 F.3d 818, 827 n.8 (11th Cir. 2013) (rejecting a defendant’s argument that his restitution order should have been offset by the amount forfeited to the government). The goal of restitution is to compensate victims for their losses, while the goal of forfeiture is to punish the defendant by transferring ill-gotten gains to the government. *See e.g., United States v. Joseph*, 743 F.3d 1350 (11th Cir. 2014). Moreover, under the MVRA, the Court must order full restitution “in addition to ... any other penalty authorized by law,” as provided in 18 U.S.C. § 3663A(a)(1), and “[i]n no case shall the fact that a victim has received or is entitled to receive compensation with respect to a loss from insurance or any other source be considered in

determining the amount of restitution,” *Id.* § 3664(f)(1)(B) (emphasis added). The MVRA permits a reduction in a restitution order only for an “amount later recovered as compensatory damages for the same loss by the victim in” a federal or state civil proceeding. *Id.* § 3664(j)(2). Consequently, the Chrisleys are not entitled to any credit against restitution for the value of any forfeited property or forfeiture judgment.

It is true that victims are not entitled to a double recovery. *See United States v. Louper-Morris*, 672 F.3d 539, 566 (8th Cir. 2012). The Chrisleys are thus entitled to post-judgment credit against their restitution owed for funds *actually paid* to the victims, whether pursuant to a civil judgment or the criminal restitution order. *See id.* at 566-67; *United States v. Scherer*, No. 01-1088, 2001 WL 1299278, at *2 (6th Cir. 2001) (unpublished) (citing 18 U.S.C. § 3664(j)(2)(B)). In this case, based upon nature of the Chrisleys’ criminal actions and the statutory scheme of the MVRA, the Court should order Todd and Julie Chrisley to pay restitution to the victims of the bank fraud conspiracy in the amounts reflected on Agent Ryskoski’s summary chart. (Sent. Ex. 3).

IV. SECTION 3553(A) ARGUMENT

1. Todd Chrisley and Julie Chrisley should be sentenced to lengthy periods of incarceration.

The Chrisleys have built an empire based on the lie that their wealth came from dedication and hard work. The jury’s unanimous verdict sets the record straight: Todd and Julie Chrisley are career swindlers who have made a living by jumping from one fraud scheme to another, lying to banks, stiffing vendors, and

evading taxes at every corner. Their “empire” was built upon the backs of defrauded community banks that collapsed while Todd Chrisley used the stolen money to fly to Los Angeles for bi-weekly haircuts. After their fraud scheme imploded, the Chrisleys managed to shirk responsibility by abusing the bankruptcy system and writing off over \$20 million of the fraudulent loans they had burned through living a lavish lifestyle. Undeterred, while they were in bankruptcy, the Chrisleys started a reality television show where they flaunted their wealth and lifestyle to the American public. As they began making money from the show, they hid it and refused to pay the federal income taxes that their viewers pay every year. Even while making millions of dollars, they insisted on defrauding everyone they encountered in the smallest ways imaginable: the BP Oil Spill Fund out of money intended to help afflicted homeowners, a California homeowner out of rent money, even the network that airs their show for an extra airline ticket. And, believing themselves to be untouchable, Todd and Julie Chrisley tried to obstruct the grand jury investigating their crimes and put up their family members and friends to lie for them at trial.

The sentencing court’s “task is to impose a sentence that will adequately (1) ‘reflect the seriousness of the offense,’ (2) ‘promote respect for the law,’ (3) ‘provide just punishment,’ (4) ‘afford adequate deterrence,’ (5) ‘protect the public from further crimes of the defendant,’ and (6) provide the defendant with any needed training and treatment in the most effective manner. *United States v. Rosales-Bruno*, 789 F.3d 1249, 1253-54 (11th Cir. 2015) (citing 18 U.S.C. § 3553(a)(2)). “The task is a holistic endeavor that requires the district court to

consider a variety of factors: (1) the nature and circumstances of the offense, (2) the defendant's history and characteristics, (3) the kinds of sentences available, (4) the applicable sentencing guidelines range, (5) pertinent policy statements of the Sentencing Commission, (5) the need to provide restitution to any victims, and (6) the need to avoid unwarranted sentencing disparities.” *Rosales-Bruno*, 789 F.3d at 1254 (citing 18 U.S.C. § 3553(a)).

The United States will make a specific sentencing recommendation after the Court determines the appropriate Guidelines range but summarizes here some of the most relevant § 3553(a) factors. As set forth below, Todd and Julie Chrisley are the rarest of white-collar defendants for whom every § 3553(a) factor weighs in favor of a lengthy prison sentence.

A. Driven by greed, the Chrisleys engaged in a decade-long fraud spree targeting banks, the IRS, the judicial system, and countless third parties.

Most fraud schemes unfold in a familiar manner: A defendant commits one fraud scheme for a period of time, gets caught, and is prosecuted. The Chrisleys are unique given the varied and wide-ranging scope of their fraudulent conduct and the extent to which they engaged in fraud and obstructive behavior for a prolonged period of time. The United States outlines below the enormity of their crimes — many of which are not taken into account by their Guidelines ranges.

1. The Chrisleys’ loan fraud scheme targeted community banks throughout the metro-Atlanta area.

As set forth above, the Chrisleys obtained tens of millions of dollars in fraudulent loans from community banks located throughout the metro-Atlanta

area. The bank fraud scheme was enormous in its scope and effectiveness. Together with Braddock, the Chrisleys duped small banks into giving them tens of millions of dollars. They treated these bank loans like a shell game, using new loans to pay back old debt, all while living large. As Todd barked orders to Braddock, and Julie drove around Atlanta dropping off checks for delinquent debts, the Chrisleys wore designer clothing, drove luxury cars, and enjoyed vacation homes in South Carolina (a house on Lake Keowee) and Florida (a beach house they named “Julie Got Her Way”).

The Chrisleys obtained or renewed these loans during the heart of the financial collapse, when Georgia was significantly impacted by banking failures.¹⁴ Between 2008 and 2013, more than one third of the nation’s bank failures occurred in the Federal Reserve’s Sixth District (encompassing Georgia, Florida, Alabama, and portions of Louisiana, Mississippi, and Tennessee). A total of 87 banks failed in the state of Georgia.¹⁵ The Government Accountability Office (“GAO”) found that from 2008 to 2011 alone, a total of 74 Georgia banks

¹⁴ Ironically, the legitimate money that the Chrisleys earned from CAM came from managing foreclosed properties following the Great Recession.

¹⁵ See “Lessons Learned from the Bank Failure Epidemic in the Sixth District: 2008–2013” by Michael Johnson, Senior Vice President, Federal Reserve Bank of Atlanta (available at <https://communitybankingconnections.org/articles/2014/q3-q4/view-from-the-district> (last visited November 14, 2022)).

failed, dwarfing the number of bank failures in larger states like California and Florida¹⁶:



To be clear, the Chrisleys are not solely responsible for the banking failures described above. However, their actions had serious consequences. In its study, GAO found that

[t]he failures of the smaller banks (those with less than \$1 billion in assets) in these states were largely driven by credit losses on commercial real estate (CRE) loans. The failed banks also had often pursued aggressive growth strategies using nontraditional, riskier funding sources and exhibited weak underwriting and credit administration practices.¹⁷

¹⁶ Government Accountability Office, “Financial Institutions: Causes and Consequences of Recent Bank Failures,” January 2013, <https://www.gao.gov/assets/gao-13-71.pdf> (last visited November 14, 2022).

¹⁷ Government Accountability Office, “Financial Institutions: Causes and Consequences of Recent Bank Failures,” January 2013, <https://www.gao.gov/assets/gao-13-71.pdf> (last visited November 14, 2022).

That is precisely what occurred here. Small banks during this timeframe acted recklessly by lending to the likes of the Chrisleys based on inflated PFSs and sham tax returns. But fraudsters like the Chrisleys targeted those banks, knowing that they could swindle them out of millions. Scores of economists, bankers, and government officials have analyzed the causes of the banking collapse that besieged the country in 2008. To find one reason why community banks had financial difficulties during this timeframe, one need look no further than the Chrisleys.

2. The Chrisleys orchestrated an extensive tax evasion scheme while earning millions from their television show and other ventures.

The bank fraud scheme was only the beginning of the story. When they could no longer afford to keep their fraud going, the Chrisleys refused to take responsibility for their actions and used the court system to escape unscathed. In this case, they severed ties with Braddock, blamed him for the fraud, and used Todd's bankruptcy filing to walk away from tens of millions of dollars owed to a long list of creditors, including the community banks they defrauded. After they struck gold by getting their reality television show on the air, they refocused their efforts on hiding their new money from the IRS. As proven at trial, the Chrisleys earned millions of dollars from their reality television show and other media ventures from 2013 to 2017, which they hid from the IRS:

Summary of Earnings Todd & Julie Chrisley 2013-2017						
	2013	2014	2015	2016	2017	Total
Todd Chrisley:						
Entertainment Partners - Checks	25,120.01	68,750.43	440,068.00	781,771.85	1,425,521.28	2,741,231.57
Express Smile Atlanta - 7C's	-	-	20,000.00	54,000.00	41,500.00	115,500.00
Express Smile Atlanta - FEC	-	-	-	-	28,500.00	28,500.00
Bright Road Productions - Wires*	-	-	347,600.00	408,000.00	-	755,600.00
Central Entertainment - Wire - 7C's	-	-	-	36,000.00	9,000.00	45,000.00
Central Entertainment - Wire - FEC	-	-	-	-	218,624.99	218,624.99
Total	25,120.01	68,750.43	807,668.00	1,279,771.85	1,723,146.27	3,904,456.56
Julie Chrisley:						
Entertainment Partners - Checks	25,000.01	67,726.43	399,968.00	473,484.80	1,209,844.68	2,176,023.92
Bright Road Productions - Wires*	-	-	120,000.00	-	-	120,000.00
Central Entertainment - Wire - 7C's	-	-	-	-	4,950.00	4,950.00
Central Entertainment - Wire - FEC	-	-	-	-	37,800.00	37,800.00
Total	25,000.01	67,726.43	519,968.00	473,484.80	1,252,594.68	2,338,773.92
Grand Total	50,120.02	136,476.86	1,327,636.00	1,753,256.65	2,975,740.95	6,243,230.48

(Gov. Ex. 1202).

Despite amassing this fortune, they took significant and calculated steps to evade paying Todd's 2009 taxes and did not bother filing or paying anything for the 2013, 2014, 2015, and 2016 tax years. They first funneled money into their loan-out shell company, 7C's, in hopes of keeping Todd's name off any bank accounts. When the IRS started asking too many questions, they changed tactics and transferred the shell company to Todd's mother and opened a new 7C's bank account with Todd's mother as the sole signer. In a coordinated effort, Julie took Todd's mother to Bank of America, and Todd notified the production company to stop depositing their income into the existing account:

From: Michael Chrisley
Subject:
To: paul@cegtalent.com; Ryan Clover; Julie Chrisley
Sent: March 7, 2017 11:53 PM (UTC-05:00)

Good evening ,
Please refrain from sending any deposits to the account you have on file as that account has been compromised , we will be sending you another NEW account number tomorrow or Thursday morning .

Sent from my iPhone

(Gov. Ex. 119). Even after receiving IRS materials like a pamphlet titled “Why Do I Have To Pay Taxes?”, the Chrisleys refused to comply with the tax laws that apply to all Americans. (Gov. Ex. 77).

The Chrisleys may believe their tax evasion was a victimless crime, but the consequences are felt by all taxpaying Americans. The full amount of money lost due to tax cheaters, known as the “tax gap,” is impossible to calculate. One scholar has argued that “[i]ndividual tax evasion costs the government over \$250 billion in lost revenue per year, before taking into account revenue lost by corporate tax shelters or legal tax loopholes.”¹⁸ When traditional wage earners and W-2 employees are paid, their income is automatically reported to the IRS by the employer. By contrast, the Chrisleys were paid as independent contractors through their “loan-out company,” which they used to evade detection by the IRS. If the IRS had known that All3Media was paying Todd Chrisley millions of dollars for appearing on *Chrisley Know Best*, the Revenue Officers assigned to collect the hundreds of thousands of dollars he owed for 2009 could have levied the 7C’s bank account. Instead, the Chrisleys sheltered Todd’s income and didn’t report the millions of dollars they were earning as public figures and influencers. This is, unfortunately, a common problem. One study found that while only one percent of wage and salary income was not reported in the 2001 tax year, a

¹⁸ Delaney, Kathleen, THE PHYSIC COST OF TAX EVASION, 56 B.C. L. Rev. 617, 617 (2015) (citing Tax Gap for Tax Year 2006, IRS, 2 (Jan. 6, 2012), http://www.irs.gov/pub/newsroom/overview_tax_gap_2006.pdf, archived at <http://perma.cc/5D2W-DCGV> (estimating that individuals underreported \$235 billion in income taxes and \$57 billion in self-employment taxes in 2006)).

whopping 57 percent of nonfarm proprietor income – or \$68 billion – was not reported to the IRS that same year.¹⁹ While the Chrisleys' income was funneled through their shell company as opposed to a sole proprietorship, the effect was the same – part of the way they were able to evade detection was by abusing the non-wage income reporting system. A message must be sent to the Chrisleys and others that tax evasion is a serious offense, and that wealthy tax cheats who use personal companies to avoid paying taxes will face a substantial prison sentence.

Finally, Todd and Julie Chrisley's arrogance merits special consideration. Most tax cheaters try to keep a low profile while avoiding detection from the IRS. Not the Chrisleys. In 2013, while Todd was in the midst of bankruptcy proceedings, the Chrisleys filmed a promotional video for their new reality show about their extravagant lifestyle. In the video, Todd boasted that he "make[s] millions of dollars a year," and in another shot where he is standing in his walk-in closet in his expansive house, he bragged that "in a year, we probably spend over \$300,000, sometimes more, just on clothing." (Sent. Ex. 16) (*Chrisley Knows Best* promotional video). As Annie Kate Pons testified at trial, no one had scripted the show or told Todd what to say. (Tr. at 967-68). He was just being himself. (*Id.*). Yet when an IRS Revenue Officer sought to collect the taxes he had owed on his 2009 tax return, Todd curtly told Tarantino "can you check with the

¹⁹ Slemrod, Joel, CHEATING OURSELVES: THE ECONOMICS OF TAX EVASION, 1 Journal of Economic Perspectives 25 (2007), available at <https://pubs.aeaweb.org/doi/pdfplus/10.1257/jep.21.1.25>. Nonfarm proprietors' income represents the portion of the total income earned from current production that is accounted for by unincorporated nonfarm businesses in the United States.

IRS bitch to make sure she has adjusted the payoff from my 500k number to reflect the 98k number please?" (Sent. Ex. 17).²⁰ As the show's success took off, Todd continued to peddle public lies about his taxes. Knowing that he owed significant sums of money to the IRS, Todd went onto a national radio program and boastfully lied, claiming, "Obviously, the federal government likes my tax returns because I pay 750,000 to 1 million dollars just about every year, so the federal government doesn't have a problem with my taxes." (Gov. Ex. 1123A). This was, obviously, a lie as he hadn't bothered to file tax returns in years.

3. The Chrisleys' crime spree consisted of much more than what was charged in the indictment.

The charged bank fraud and tax offenses were only two of the frauds committed by Todd and Julie Chrisley over the years. They have wrongly stiffed countless people and companies, including three of their own witnesses at trial. The jury heard evidence about their additional criminal conduct and repeated efforts to avoid paying even the smallest of bills.

While getting tens of millions of dollars in fraudulent loans, the Chrisleys also defrauded the BP Oil Spill Fund by falsely claiming that their Florida vacation home had lost rental income from the oil spill, despite the fact that "Julie Got Her Way" had never been a rental property. (Gov. Exs. 1205-07). The jury also heard

²⁰ This email was admitted at trial in redacted format. (Gov. Ex. 579). The United States tenders the unredacted email for sentencing as it bears on Todd Chrisley's view of IRS employees who were trying to get him to pay delinquent taxes that he had owed for eight years.

that Todd falsely claimed to be a Florida resident when he lived in Roswell, Georgia to avoid paying Georgia state income taxes. (Tr. at 1850-51).

Even after parting ways with Braddock and blaming him for the entire bank fraud scheme, the Chrisleys continued sending false statements to banks and mortgage brokers whenever they wanted something:

- In one email to a mortgage broker, Todd deleted the reference to where money came from when trying to satisfy an IRS tax lien in an effort to hide the source of the funds. (Gov. Exs. 947, 949). In reality, the money had come from their minor child's bank account. To be clear, this was money paid for the services of their child that the Chrisleys then siphoned off to satisfy their own tax lien (a fact that they hid from the lender).
- Julie falsely told a bank employee that Todd had \$4 million in marketable securities. (Gov. Ex. 669). As previously stated, this was the same lie they and Braddock told banks during their bank fraud conspiracy.
- Todd and Julie sent the same cashier's checks to two different lenders as proof of available cash on hand. (Gov. Exs. 944, 957, 959). Of note, when Todd realized his wife had mistakenly included the fact that the checks had been deposited in their daughter's bank account, he immediately chastised her:

From:	Michael Chrisley
Subject:	Re:
To:	julie chrisley
Sent:	April 10, 2017 10:19 PM (UTC-04:00)

This isn't what I asked you to do. Why would I want to show that the money went into savannahs account ? Think about it , how stupid is that ? I merely asked for copies of the damn cashiers checks to show we had the money

(Gov. Ex. 958).

As the jury heard during trial, the Chrisleys even tried to swindle the production company that produced their show and NBC through nickel-and-dime fraud schemes:

- They sent a fabricated invoice to their production company from “Pineapple House” requesting reimbursement for \$7,200. (Gov. Ex. 931). A representative from Pineapple House confirmed this invoice was fabricated. (Tr. at 1416-24).
- They sent a fabricated invoice to their production company from “Ken Knight Interiors, Inc.” requesting reimbursement for \$9,863.97. (Gov. Ex. 943). Ken Knight testified at trial that this invoice was completely fabricated. (Tr. at 2163-71).
- They also falsely claimed that a Delta ticket cost \$2,300. (Gov. Ex. 940). Agent Ryskoski testified that this too was a lie: They had purchased two first class tickets to Los Angeles and wanted their production company to foot the bill for both tickets. (Tr. at 2256-61).

The last item bears emphasis. Todd Chrisley tried to scam NBC – the network that aired his reality television show through USA Network – out of \$1,300 because the network told him they would pay for only one airline ticket. Despite being told this, Todd went on to falsely tell his agent, “we paid 2300 for that ticket” after he had bought two. (Gov. Ex. 940). The fact that they earned over \$1 million that year alone wasn’t enough for these two fraudsters because they decided to try to bilk the network airing their show out of an additional \$1,300.

Witnesses called by the Chrisleys testified that, despite earning millions as public figures and celebrities, the Chrisleys routinely stiffed service workers and professionals who they owed money. For example:

- Bill Abbott testified on cross examination about a number of contractors and subcontractors who had done work on a new house who the Chrisleys refused to pay. (Tr. at 2778-90). One contractor desperately emailed, “We want to continue this project, but it’s hard to when there’s a lack of payment and drawings to implement construction. We have tried multiple times to text, e-mail and call with, no return response. Please respond so we can continue the advancement of this project.” (Gov. Ex. 1504). An architecture firm similarly emailed, “When we can expect payment of \$30,413 so we can expedite your concerns?” (Gov. Ex. 1505).
- In January 2016, a web developer emailed Todd about a \$28,000 balance owed from months beforehand for completed services that the Chrisleys refused to pay. (Gov. Ex. 1503). The vendor sent Todd several emails that he ignored. (*Id.*).
- The Chrisleys’ own attorney, Robert Furr, testified that at one point the Chrisleys owed him \$200,000. (Tr. at 3068-69). Of course, they paid their overdue bills before he testified for them at trial. (*Id.*).
- The Chrisleys’ other attorney, Leron Rogers, who helped set up 7C’s Productions, testified that he stopped working for the Chrisleys because they refused to pay their bills. (Tr. at 2658-60). Ultimately, his law firm had to sue the Chrisleys to get paid the \$50,000 for his legal services. (*Id.*).
- At one point, the Chrisleys hired a professional appraiser to inventory and value a warehouse full of furniture. When the appraiser asked Tarantino for payment for her completed work, Todd instructed Tarantino not to pay her, telling him:

From: Michael Chrisley [<mailto:mchrisley1@gmail.com>]
Sent: Tuesday, August 29, 2017 1:02 PM
To: Peter Tarantino <peter@cpatarantino.com>
Subject: Re: appraiser

Scare the fuck out of her and let her know that from what you hear the Chrisley’s are going after her insurance for damages

(Sent. Ex. 18).

- Even Annie Kate Pons, who introduced the Chrisleys to the producer who created *Chrisley Knows Best*, was stiffed \$10,000. (Tr. at 961-62). Every time she asked Todd about the money she was owed, he would lie, claiming that “the check is in the mail” or “I’m getting someone to process it.” (*Id.*). The Chrisleys’ one-time close friend who made them famous never got her check. (*Id.*).

The Chrisleys didn’t just stiff vendors and employees; they also freeloaded benefits that they weren’t entitled to. For example, Todd Chrisley applied for a mortgage hardship application for their South Carolina lake house the same year that he and his wife earned over \$1.3 million from entertainment ventures. (Gov. Ex. 419). These mortgage hardship applications were designed to protect the types of homeowners whose homes were foreclosed on years earlier and managed by companies like CAM, not wealthy celebrities who didn’t want to pay their bills. In all, the charged criminal conduct that the Chrisleys were convicted of is just one part of this lengthy fraud story.

4. The Chrisleys’ criminal conduct was driven by greed, not necessity.

Unlike many white-collar criminals, the Chrisleys did not need a dime from their fraud and tax evasion schemes. They were already wealthy. At its peak, the Chrisleys earned at least \$600,000 a month through CAM, (Tr. at 1502), and they later began earning millions from their reality show. No necessity or hardship existed that justifies or explains the money they stole from banks or the income they hid from the IRS. Neither can credibly say that they had to commit fraud to put bread on their family’s table.

As Braddock testified, Todd Chrisley's spending habits required him to spend half a million dollars a month just to stay afloat. (Tr. at 1492). And while the fraud scheme continued, Todd and Julie spent a mindboggling amount of money. Both Braddock and Alina Clerie testified that Todd used CAM like his personal piggybank, even when it meant bills and CAM employees could not be paid. At one point, when Todd demanded that Clerie give him more money even though she reported CAM didn't have sufficient funds, he screamed at her, "You will give me that fucking money you stupid fucking Russian bitch." (Tr. at 1937-38). Todd Chrisley was the same in emails. When Clerie desperately reported that CAM didn't have enough money to pay agents, Todd made clear to Braddock that his bills were to take priority, even if it meant CAM's agents would go unpaid:

From: mchrisley1@aol.com [mailto:mchrisley1@aol.com]
Sent: Friday, June 25, 2010 12:01 PM
To: Mark Braddock
Subject: Fwd: Bodker Ramsey Payment

I am sick of getting these fucking emails, pay the fucking bodker Ramsey and skip payroll... No other agent is to be paid until the shit I have ask to get paid is paid an if they are then we will have less to cover in payroll

Sent from my iPhone

(Gov. Ex. 1112). The financial records further confirm that the Chrisleys drained CAM while the company struggled to pay bills. From June through December 2010, the Chrisleys transferred more than \$800,000 from CAM into a Chrisley and Company bank account, much of which they used for their own personal

benefit. (Gov. Exs. 1003, 1004, Doc. 130 ¶ 48). Meanwhile, Todd failed to pay any of the \$701,249 he initially reported as due and owing when he filed his 2009 tax return in October 2010.

The Chrisleys' lavish spending did not change after CAM folded and Todd filed for bankruptcy in 2012. Annie Kate Pons testified about the Chrisleys' lifestyle while they were hiding money from the IRS: Todd stated on the show's promotional video that they spent \$300,000 a year on clothing, and Ms. Pons confirmed that Todd wore designer clothing and bragged about purchasing his children a Range Rover and having wallpaper flown in from France. (Tr. at 968-70). In June 2017 alone, entertainment and production companies wired over \$300,000 into the 7C's Productions bank account. (Gov. Ex. 104(b); Doc. 130 ¶ 49). That same month, the Chrisleys spent \$7,000 at an electronics store, \$2,000 at a luxury retail store, and thousands of dollars at department and clothing stores. (Gov. Ex. 104(b)). At that point, the Chrisleys had not yet bothered to file their 2013, 2014, 2015, or 2016 tax returns, and even had Tarantino tell the IRS that Todd couldn't afford to pay his long overdue 2009 tax liability.

The Chrisleys' greed was astounding. They were paid \$600,000 a month for running CAM, while the average monthly income in the state of Georgia in 2009 was \$47,600.²¹ But \$600,000 a month wasn't enough, so they orchestrated a multi-million-dollar bank fraud scheme targeting community banks. In 2017, they

²¹ See National Center for Education Statistics, Median household income, by state: Selected years, 1990 through 2009, available at https://nces.ed.gov/programs/digest/d10/tables/dt10_025.asp.

earned more than \$2.9 million, while the median household income for the state of Tennessee where they lived was \$54,833.²² Instead of filing and paying income taxes like other Americans, they hid the money in their shell corporation and transferred assets and accounts to Todd's mother when the IRS was on their heels.

5. The Chrisleys' criminal conduct continued through the grand jury's investigation and trial.

Todd and Julie Chrisley's crime spree culminated in their attempts to obstruct the grand jury's investigation and putting up witnesses to lie for them at trial, including Todd's mother and his oldest daughter from his first marriage. Lindsie falsely testified that Braddock used her father's AOL account (Tr. at 2346-47), and both she and Faye falsely testified that Julie had merely hoped to add Faye as a "signer" to the 7C's bank account. (Tr. at 2359-60). Tragically, the Chrisleys chose to pull their family members into their criminal conduct, from helping them hide money from the IRS to taking the stand and lying at trial. While the defendants should receive the two-level obstruction enhancement, the ultimate sentence imposed by the Court should take into account the manner in which the Chrisleys repeatedly obstructed the investigation and prosecution of this case.

²² See United States Census Data on Tennessee, available at <https://www.census.gov/quickfacts/TN> (last visited November 14, 2022).

B. Every § 3553(a) factor calls for a lengthy term of incarceration for Todd and Julie Chrisley.

This sentencing will be the first time that Todd and Julie Chrisley are held accountable for their fifteen-year fraud spree. Every factor that Congress has enumerated under § 3553(a) calls for both defendants to be sentenced to lengthy periods of incarceration.

The Eleventh Circuit has repeatedly emphasized the need for white collar sentences to reflect the seriousness of the crime, promote respect for the law, and provide just punishment. *See United States v. Martin*, 1227, 1240 (11th Cir. 2006). The prison sentences in this case must take into account the seriousness of the Chrisleys' crimes without affording a so-called white-collar "discount." The Eleventh Circuit has explicitly instructed sentencing judges not to give what it called a "sentencing discount" because of a white-collar professional's economic or social status. *See United States v. Kuhlman*, 711 F.3d 1321 (11th Cir. 2013) As the Eleventh Circuit instructed in *Kuhlman*, "we encourage our district court colleagues to keep in mind that

[b]usiness criminals are not to be treated more leniently than members of the 'criminal class' just by virtue of being regularly employed or otherwise productively engaged in lawful economic activity. It is natural for judges, drawn as they (as we) are from the middle or upper-middle class, to sympathize with criminals drawn from the same class. But in this instance we must fight our nature. *Criminals who have the education and training that enables people to make a decent living without resorting to crime are more rather than less culpable than their desperately poor and deprived brethren in crime.*

711 F.3d 1321 (11th Cir. 2013) (citing *United States v. Stefonek*, 179 F.3d 1030, 1038 (7th Cir. 1999) (internal citation omitted) (emphasis added); *see also United States*

v. Ruff, 535 F.3d 999, 1007 (9th Cir. 2008) (Gould, J., dissenting) (“[D]istrict courts sentencing white collar criminals can more often identify with the criminal . . . but, socioeconomic comfort with a criminal convict is not a sufficient reason to show such extreme leniency . . .”).²³

The seriousness of the Chrisleys’ crimes cannot be understated. After they defrauded community banks out of tens of millions of dollars, they hid millions of dollars from the IRS, all while going on television to boast about how much they spend on designer clothes. And when they learned that they were under investigation for those crimes, they involved their own family members and friends to obstruct justice. The seriousness of their actions is further underscored by the fact that neither defendant has expressed remorse for their crimes, instead continuing to blame others for their own criminal conduct. Given the seriousness of the Chrisleys’ crimes, a lengthy period of incarceration is warranted. *Cf.*

Kuhlman, 711 F.3d 1321 (“He stole nearly \$3 million and ‘did not receive so much as a slap on the wrist—it was more like a soft pat.’”) (citing *United States v. Crisp*, 454 F.3d 1285, 1291 (11th Cir. 2006)).

As a final matter, general deterrence must be a key consideration here. “Because economic and fraud-based crimes are ‘more rational, cool, and

²³ And as the Eleventh Circuit has held, the Chrisleys’ lack of criminal history is already taken into account in their Criminal History Category. *See Martin*, 455 F.3d at 1239 (“While the district court emphasized Martin’s lack of a criminal record and viewed his fraudulent conduct as an ‘aberration’ in his otherwise outstanding life, Martin’s criminal history category of I already takes into account his lack of a criminal record.”).

calculated than sudden crimes of passion or opportunity,’ these crimes are ‘prime candidate[s] for general deterrence.’” *Martin*, 455 F.3d at 1240 (citing Stephanos Bibas, *White-Collar Plea Bargaining and Sentencing After Booker*, 47 Wm. & Mary L. Rev. 721, 724 (2005)); *see also United States v. Gorodetsky*, 288 F.R.D. 248, 249 (E.D.N.Y. 2013). (“Most income tax evasion is undiscovered. To be effective as general deterrence, punishments should lead entrepreneurs considering tax evasion to calculate that they will be punished by incarceration and suffer substantial financial penalties if their cheating is discovered.”).

“Defendants in white collar crimes often calculate the financial gain and risk of loss, and white collar crime therefore can be affected and reduced with serious punishment.” *Martin*, 455 F.3d at 1240. “As the legislative history of the adoption of § 3553 demonstrates, Congress viewed deterrence as ‘particularly important in the area of white collar crime.’” *Id.* (citing S. Rep. No. 98-225, at 76 (1983), reprinted in 1984 U.S.C.C.A.N. 3182, 3259). “Congress was especially concerned that prior to the Sentencing Guidelines, ‘[m]ajor white collar criminals often [were] sentenced to small fines and little or no imprisonment. Unfortunately, this creates the impression that certain offenses are punishable only by a small fine that can be written off as a cost of doing business.’” *Id.* (citing S. Rep. No. 98-225, at 76 (1983), reprinted in 1984 U.S.C.C.A.N. 3182, 3259).

V. CONCLUSION

The jury in this case rendered a true and just verdict: the Chrisleys' fame and fortune do not put them above the law. For the reasons stated in this Memorandum, the United States respectfully requests that the Court find that the above-listed Guidelines enhancements apply and that the Court consider these arguments and evidence when imposing a fair and reasonable sentence under 18 U.S.C. § 3553(a).

Respectfully submitted,

RYAN K. BUCHANAN
United States Attorney

/s/THOMAS J. KREPP
Assistant United States Attorney
Georgia Bar No. 346781
thomas.krepp@usdoj.gov

/s/ANNALISE K. PETERS
Assistant United States Attorney
Georgia Bar No. 550845
annalise.peters@usdoj.gov

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Counsel for Todd Chrisley

Counsel for Julie Chrisley

Counsel for Peter Tarantino

November 14, 2022

/s/ THOMAS J. KREPP

THOMAS J. KREPP

Assistant United States Attorney

Summary of MTC/JC Loans										
Bank	Loan #	Borrower	Note Date	Maturity	Loan Amount	Approx. Loan Balance at the Time of the False Representation	Date Used for Approx. Loan Balance	Date of Misrepresentation	Collateral	Notes
1 Alpha Bank & Trust	7002141	MTC	7/13/2007	7/13/2010	400,000.00	400,000.00	7/13/2007	7/11/2007	Brookhaven Stock	Prior to issuing loan, Alpha sends an email on 7/11/07 asking for verification of liquidity of securities at ML.
2 Alpha Bank & Trust	7002144	Auto Express	7/13/2007	7/13/2008	250,000.00	250,000.00	7/13/2007	7/11/2007	Equipment of Auto Express	Prior to issuing loan, Alpha sends an email on 7/11/07 asking for verification of liquidity of securities at ML.
3 Alpha Bank & Trust	7002198	Chrisley Family Trust	7/23/2007	7/23/2010	1,572,500.00	1,572,500.00	7/23/2007	7/11/2007	2500 Peachtree, Unit 505	Prior to issuing loan, Alpha sends an email on 7/11/07 asking for verification of liquidity of securities at ML.
4 Alpha Bank & Trust	7002357	MTC	10/5/2007	10/5/2008	475,000.00	475,000.00	10/5/2007	7/11/2007	Unsecured (MTC Personal Guarantee)	Prior to issuing loan, Alpha sends an email on 7/11/07 asking for verification of liquidity of securities at ML.
5 Alpha Bank & Trust	8000000	Chrisley Family Trust	9/1/2006	9/1/2007	1,572,500.00	1,569,256.72	3/28/2008	9/13/2007	408 Western Lake Dr., Santa Rosa Beach, FL	Alpha sent renewal docs for loan on 8/30/07 and asks for an updated PFS. On 9/13/07, MB sent MTC's PFS showing \$4 million at ML.
6 Alpha Bank & Trust	8100000	LKC, LLC	9/20/2006	9/20/2007	500,000.00	490,880.33	7/25/2008	9/13/2007	Unsecured	Alpha sent renewal docs for loan on 8/30/07 and asks for an updated PFS. On 9/13/07, MB sent MTC's PFS showing \$4 million at ML.
7 Alpha Bank & Trust	8200000	CAM	9/20/2006	9/20/2007	500,000.00	499,850.47	7/25/2008	9/13/2007	Unsecured	Alpha sent renewal docs for loan on 8/30/07 and asks for an updated PFS. On 9/13/07, MB sent MTC's PFS showing \$4 million at ML.
8 Athens First Bank	57533825-14	LKC, LLC	6/25/2008	12/25/2011	3,464,701.15	3,464,701.15	6/25/2008	6/23/2008	MTC Personal Guarantee	Athens requested MTC's PFS on 6/20/2008. MB sent MTC's PFS showing securities at ML totaling \$4,275,550 on 6/23/2008. On 6/25/2008, Athens executed the promissory note.
9 Athens First Bank	57533831-10	CAM	8/15/2009	8/14/2014	491,796.73	491,796.73	8/15/2009	6/12/2009	MTC Personal Guarantee	Prior to issuing the loan, Athens received a PFS dated 6/12/2009 showing MTC had securities at ML totaling \$3,658,269 (Per subpoena response).
10 Buckhead Community Bank	7110-89-00	MTC	7/18/2006	1/18/2008	1,504,000.00	1,500,000.00	1/20/2008	1/14/2008	1015 Lancaster Square, Roswell, GA	On 1/14/2008, Buckhead asked for updated PFS and MTC's 2006 tax return prior to renewing the loan. MB sent Buckhead MTC's 2006 tax return showing an AGI of \$4,650,758 (real tax return as an AGI of negative \$1,556,600 per Grimsley).
11 Buckhead Community Bank	7112-88-00	Lot 46 Watersound	9/14/2006	9/14/2007	2,560,000.00	1,784,251.23	10/26/2007	10/4/2007	31 Keel Court, Santa Rosa Beach, FL	Buckhead asked for an updated PFS on 9/4/07 prior to the renewal. On 10/2/07, Buckhead said the bank would not sign off on the renewal until it received MTC's PFS. On 10/4/07, MB sent Buckhead MTC's PFS showing \$4 million in securities at ML.
12 Embassy Bank	7000042	Select RE Holdings, LLC	9/30/2008	1/5/2009	150,000.00	150,000.00	9/30/2008	9/2/2008	All receivables SREH and 5010 Heatherwood Ct.	On 9/2/2008, MB sent Embassy MTC's PFS showing \$3,658,269 in securities at ML.
13 Embassy Bank	7000043	CAM	9/30/2008	1/5/2009	450,000.00	450,000.00	9/30/2008	9/2/2008	5010 Heatherwood Ct.	On 9/2/2008, MB sent Embassy MTC's PFS showing \$3,658,269 in securities at ML.
14 Embassy Bank	7000050	Chrisley Family Trust	8/31/2007	8/1/2010	278,000.00	278,000.00	8/31/2007	8/7/2007	2500 Peachtree, Unit 505	On 8/7/2007, MB sent Embassy MTC's PFS showing \$4 million in securities at ML.
15 Embassy Bank	7000075	Auto Express	11/19/2007	11/19/2008	350,000.00	350,000.00	11/19/2007	7/31/2007	Unsecured	In an Embassy Loan Committee form dated 11/19/07 discussing the loan, it noted MTC's net worth on his 7/31/07 PFS. The PFS listed \$4 million in securities at ML.
16 Haven Trust Bank	700022353	LKC, LLC	11/3/2006	2/3/2007	250,000.00	250,000.00	2/14/2007	10/1/2006	All Receivables and equipment of LKC and MTC Personal Guarantee	Renewed on 2/23/07, 5/23/07 and 1/23/08 as Haven loan #700025737. Per 2/14/07 Haven loan committee memo (discussing MTC's PFS dated 10/1/06), loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4 million in securities at ML. Per 1/24/08 Haven loan committee memo, loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4,275,550 in securities at ML.
17 Haven Trust Bank	700022833	CAM	12/6/2006	12/7/2007	500,000.00	495,543.00	2/14/2007	10/1/2006	All Receivables and equipment of CAM and MTC Personal Guarantee	Renewed on 12/6/07. Per 2/14/07 Haven loan committee memo (discussing MTC's PFS dated 10/1/06), loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4 million in securities at ML. Per 1/24/08 Haven loan committee memo, loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4,275,550 in securities at ML.
18 Haven Trust Bank	700022841	Michael Todd Design, LLC	12/6/2006	12/7/2007	500,000.00	497,000.00	2/14/2007	10/1/2006	All Receivables and equipment of MTD and MTC Personal Guarantee	Renewed on 12/6/07. Per 2/14/07 Haven loan committee memo (discussing MTC's PFS dated 10/1/06), loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4 million in securities at ML. Per 1/24/08 Haven loan committee memo, loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4,275,550 in securities at ML.
19 Haven Trust Bank	700024052	South Fulton Land Inv.	2/23/2007	3/5/2008	3,593,197.58	3,593,197.58	2/23/2007	10/1/2006	42 acre tract in Union City, GA	Renewed on 3/5/08. Per 2/14/07 Haven loan committee memo (discussing giving MTC loan #4052), loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4 million in securities at ML. Per 1/24/08 Haven loan committee memo, the loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4,275,550 in securities at ML.
20 Haven Trust Bank	700024581	Auto Express	3/29/2007	3/29/2008	100,000.00	100,000.00	1/24/2008	12/31/2007	4015 Anson Ave. (2nd Mtg.)	Renewed on 3/29/08. Per 1/24/08 Haven loan committee memo (discussing MTC's PFS dated 12/31/07), the loan was discussed regarding MTC's relationship to the bank. The memo noted MTC's \$4,275,550 in securities at ML.
21 Integrity Bank	400841700	Chrisley Family Trust	11/17/2006	11/17/2008	10,000,000.00	10,000,000.00	11/17/2006	10/16/2006	830 W. Conway Dr. and 5000/5010 Heatherwood	MB sent Integrity a PFS for MTC on 10/16/06. Per review of a PFS dated 10/1/06 sent to Midtown, it showed \$4 million on securities at ML.
22 Integrity Bank	400848200	LKC, LLC	12/7/2006	12/7/2007	1,500,000.00	1,500,000.00	12/7/2006	10/1/2006	Unsecured	Renewed on 12/7/07 and 1/7/08. Per Integrity loan committee memo dated 12/6/06 (discussing MTC's PFS dated 10/1/06), it noted MTC having liquid assets of \$5,990,000. Per review of a PFS dated 10/1/06 sent to Midtown, it showed \$5,990,000 in liquid assets including \$4 million in securities at ML.
23 Midtown Bank	180161101	Chrisley Family Trust	2/23/2007	7/10/2009	1,100,000.00	1,100,000.00	2/23/2007	10/1/2006	1067 Corsica & Belle Pines	Line was increased from \$800k to \$1.1 million in April 2007. In the credit memo for this loan dated 4/16/07 (discussing MTC's PFS dated 10/1/06), it was noted MTC had liquidity of \$5.9 million which included \$4 million in securities at ML.
24 Midtown Bank	180161102	Chrisley Family Trust	5/7/2007	5/7/2008	2,000,000.00	1,997,930.00	12/1/2008	12/1/2008	5000 & 5010 Heatherwood Ct.	Note renewed in April 2008. Note was later renewed from another 6 months in January 2009. In the credit memo dated 1/22/09 (discussing MTC's PFS dated 12/1/08), it was noted MTC had liquidity of \$5.06 million which included \$3,658,269 in securities at ML.
25 Midtown Bank	195161101	Select RE Holdings, LLC	7/11/2007	11/11/2007	300,000.00	249,622.00	12/1/2008	12/1/2008	Unsecured (MTC Personal Guarantee)	Note renewed in November 2007 and in January 2008. In the credit memo dated 1/22/09 (discussing MTC's PFS dated 12/1/08), it was noted MTC had liquidity of \$5.06 million which included \$3,658,269 in securities at ML.
26 Regions Bank	30001	CAM	11/13/2007	11/13/2008	500,000.00	500,000.00	11/13/2007	9/29/2007	CAM's Receivables and MTC Personal Guarantee	Regions asked for a copy of a bank statement to verify MTC's liquidity prior to giving the loan. On 9/29/07, MB sent Regions a bank statement showing CAM had a bank balance of over \$1.2 million. On 11/08/07, MB sent Regions MTC's 2006 tax return showing an AGI of \$4,650,758 (real tax return as an AGI of negative \$1,556,600 per Grimsley). On 10/29/08 and prior to extending the loan, Regions asked for MTC's updated PFS. On 11/10/08, MB sent Regions MTC's PFS showing \$3,658,269 in securities at ML. The loan was renewed on 11/13/08.

27	Regions Bank	30002	CAM	11/13/2007	11/13/2008	250,000.00	250,000.00	11/13/2007	9/29/2007	CAM's Receivables and MTC Personal Guarantee	Regions asked for a copy of a bank statement to verify MTC's liquidity prior to giving the loan. On 9/29/07, MB sent Regions a bank statement showing CAM had a bank balance of over \$1.2 million. On 11/08/07, MB sent Regions MTC's 2006 tax return showing an AGI of \$4,650,758 (real tax return as an AGI of negative \$1,556,600 per Grimsley). On 10/29/08 and prior to extending the loan, Regions asked for MTC's updated PFS. On 11/10/08, MB sent Regions MTC's PFS showing \$3,658,269 in securities at ML. The loan was renewed on 12/13/08.
28	Security Bank	6061378	MTC	6/25/2007	6/25/2009	750,000.00	750,000.00	8/26/2008	6/1/2008	Brookhaven Stock	On 6/26/2008, Security was conducting its annual review of MTC's loan. Security asked for MTC's updated PFS. On 8/26/2008, Security Bank sent MTC's PFS dated 6/1/08 to MTC and asked him questions. Security Bank asked MTC to provide an updated PFS. On the PFS sent by Security Bank to MTC, it listed \$3,658,269 in securities at ML.
29	United Community Bank	5036111160	Chrisley Family Trust	2/15/2006	2/15/2007	400,000.00	361,334.00	2/14/2009	2/15/2008	Lot 11 of Glenayre	Renewed on 2/15/07 and 2/15/08. On 2/15/08 (the renewal date), MB sent UCB MTC's PFS listing \$4,275,550 in securities at ML.
						36,261,695.46	35,370,863.21				



Federal Deposit Insurance Corporation

September 8, 2022

Ms. Christie Smith Jones
Victim Witness Coordinator
United States Attorney's Office
Northern District of Georgia
Richard Russell Building
75 Spring St., S.W. Suite 600
Atlanta, GA 30303

Re: VICTIM IMPACT/LOSS STATEMENT OF THE FDIC,
As Receiver for Alpha Bank & Trust, Alpharetta, GA
USA v Michael Chrisley, et al
Docket # 1:19-cr-00297

Total Loss: \$3,056,840.61

Ms. Jones:

Alpha Bank & Trust, Alpharetta, GA ("ABT") was closed by Georgia Department of Banking and Finance on October 24, 2008, and the Federal Deposit Insurance Corporation was named as Receiver ("FDIC-R"). ABT was a victim of the criminal acts in this case and is entitled to restitution as set forth in the attached documents.

Per the attached documents, the total actual loss from the crime committed against ABT by the defendant is \$3,056,840.61. Restitution payments are among the assets of the receivership available for distribution. The FDIC-R is the only party entitled to restitution for losses suffered by ABT. The depositors and creditors of the failed insured financial institution will be paid from available assets of the receivership in accordance with federal law.

In multiple-victim cases, the FDIC-R is entitled to its pro rata share of any payments made by the defendant or on the defendant's behalf. The FDIC-R is the payee under the Restitution Order only as the successor to the rights, title, and interests that belonged to ABT before its failure. It is the status of ABT that determines the priority of payment, not the status of the FDIC-R. Moreover, even if it were the status of the FDIC-R that determines priority under the Mandatory Victims Restitution Act, the FDIC-R should not be considered the "United States" for purposes of criminal restitution payments.

In 2007, the Department of Justice and the FDIC entered into a memorandum of understanding regarding the FDIC's rights as a victim when it is appointed receiver for a failed financial institution. In particular, the MOU recognizes that the FDIC is neither the

"United States" for purposes of 18 U.S.C. § 3664(1) nor an insurer for purposes of 18 U.S.C. § 3664(j). A copy of the MOU is available at

<https://www.fdic.gov/resources/resolutions/bank-failures/resources-for-court-clerks-and-law-enforcement/fdic-receiver-restitution-mou.pdf>

Further, the FDIC requests that the court enter, as part of the J&C, a statement that the FDIC is the successor to the rights, title, and interests that belonged to ABT and is not considered as the "United States" or an insured for purposes of being paid restitution, when there are multiple victims. This is in accordance with the DOJ/FDIC MOU referenced above.

To ensure that the defendant receives credit, please include the following information with payments:

- Defendant name
- Docket #
- Receivership for Alpha Bank & Trust (FIN #10018), and

Payments should be sent to the following address:

FDIC-R Alpha Bank & Trust
FDIC Restitution Payments
P.O. Box 971774
Dallas, TX 75397-1774

If you have any questions or need additional information, please advise. If an "Affidavit" is required in this case, this submission can be modified as necessary.

Sincerely,

William C. Smith
Senior Investigations Specialist
Division of Resolutions and Receiverships
Federal Deposit Insurance Corporation



cc: Stephen Ryskoski, Special Agent, FBI [REDACTED]
Jacob Evans, Criminal Investigator, FDIC-OIG/Atlanta [REDACTED]
Steven Smith, FDIC, Legal Division
Randy Thornhill, FDIC, DRR Investigations

Ryskoski, Stephen R. (AT) (FBI)

From: Ridley, Alan G <[REDACTED]>
Sent: Friday, September 9, 2022 1:22 PM
To: Melcarski, Kathryn A; Ryskoski, Stephen R. (AT) (FBI)
Subject: [EXTERNAL EMAIL] - RE: Restitution

Agent Ryskoski:

Below is the information requested regarding Synovus Bank's loss on the subject loans.

Borrower	Loan-Note #	Principal Charged-Off LTD	Date Charged-Off	Principal Recovered LTD ³	Principal Discharged	Date Discharged
LKC, LLC	57533825-14	3,064,701.15 ¹	12/23/2009	235,876.22	2,886,242.71	1/5/2016
Chrisley Asset Management, LLC	57533831-10	484,809.86 ²	12/22/2009	199,906.64	338,304.82	1/5/2016

¹The LKC charge-off amount includes an accrued interest charge-off of \$42,434.86.

²The CAM charge-off amount includes an accrued interest charge-off of \$7,962.81.

³Principal recovered LTD includes interest applied to the borrower's accrual balance but applied to the bank's ledger principal balance under the dual accounting method.

If you have any questions or need additional information, please let me know. You may use my name and address as the contact for Synovus Bank.

Alan Ridley
 Sr. Director, Special Assets
 Managed Assets Division
 [REDACTED]
 [REDACTED]

SYNOVUS
get there

From: Melcarski, Kathryn A <[REDACTED]>
Sent: Friday, September 9, 2022 1:13 PM
To: Stephen Ryskoski <[REDACTED]>
Cc: Ridley, Alan G <[REDACTED]>
Subject: RE: Restitution

Hello Agent Ryskoski, I hope you are well. First I apologize for the time it is taking to gather the needed information. There was a bit of confusion but it seems that is ironed out now.

I have included Mr. Alan Ridley, the Sr. Director of our Special Assets area who will be providing you with the accurate figures and the address and name to send any restitution to. Thank you so much for your patience and please stay safe!

Kathryn Melcarski

Financial Crimes Investigator, Sr.
Synovus – Financial Crimes Unit
[REDACTED]

SYNOVUS

From: Stephen Ryskoski [REDACTED] >
Sent: Thursday, September 1, 2022 2:44 PM
To: Melcarski, Kathryn A [REDACTED] >
Subject: [EXTERNAL] FW: Restitution

Hi Kathryn,

I am just checking in. Any update? Thanks.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]
[REDACTED]
[REDACTED]

From: Ryskoski, Stephen R. (AT) (FBI)
Sent: Monday, August 22, 2022 2:12 PM
To: [kathrynmelcarski](#) [REDACTED]
Subject: Restitution

As discussed, we have a case where the defendants (Todd and Julie Chrisley) were convicted at trial (Case number 1:19-CR-297 filed in the Northern District of Georgia). The defendants obtained two loans (#57533825 in the name of LKC, LLC for \$3,464,701.15 and 57533831 in the name Chrisley Asset Management for \$491,796.73) from Synovus (formerly Athens First Bank & Trust), and we believe Synovus suffered a loss on these loans. Please let us know the principal amount written off (if any) by Synovus and also a contact name and address for Synovus to list in the restitution order. If you need any additional documents/information, please let me know.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Ryskoski, Stephen R. (AT) (FBI)

From: Smith, Steven E. [REDACTED] >
Sent: Friday, September 2, 2022 11:35 AM
To: Ryskoski, Stephen R. (AT) (FBI)
Cc: Pollack, Michael; Silberman, John G.; Smith, William C. (Bill); Thornhill, Randy D.
Subject: [EXTERNAL EMAIL] - USA v Michael Chrisley, et al, 1:19cr00297; Damage Worksheets - Alpha Bank and Haven Trust Bank

Good morning Steve

The loss for the FDIC as Receiver for Alpha Trust Bank is \$3,056,840.61.

The loss for the FDIC as Receiver for Haven Trust Bank is \$698,587.90.

We started with the amount of the loans, subtracted all principal and interest payments received by the failed bank and the Receiver, and the amount received from the sale of the loans.

The loan purchasers will have separate claims based on what they paid for the loans, less payments or net collateral proceeds received on their loans.

We expect to have a Victim Impact Statement for you next week.

Let me know if you have questions.

Steve



Federal Deposit Insurance Corporation

September 8, 2022

Ms. Christie Smith Jones
Victim Witness Coordinator
United States Attorney's Office
Northern District of Georgia
Richard Russell Building
75 Spring St., S.W. Suite 600
Atlanta, GA 30303

Re: VICTIM IMPACT/LOSS STATEMENT OF THE FDIC,
As Receiver for Integrity Bank, Alpharetta, GA
USA v Michael Todd Chrisley, et al
Docket # 1:19-cr-00297

Total Loss: \$8,779,682.10

Ms. Jones:

Integrity Bank, Alpharetta, GA ("IB") was closed by Georgia Department of Banking and Finance on August 29, 2008, and the Federal Deposit Insurance Corporation was named as Receiver ("FDIC-R"). IB was a victim of the criminal acts in this case and is entitled to restitution as set forth in the attached documents.

Per the attached documents, the total actual loss from the crime committed against IB by the defendant is \$8,779,682.10. Restitution payments are among the assets of the receivership available for distribution. The FDIC-R is the only party entitled to restitution for losses suffered by IB. The depositors and creditors of the failed insured financial institution will be paid from available assets of the receivership in accordance with federal law.

In multiple-victim cases, the FDIC-R is entitled to its pro rata share of any payments made by the defendant or on the defendant's behalf. The FDIC-R is the payee under the Restitution Order only as the successor to the rights, title, and interests that belonged to IB before its failure. It is the status of IB that determines the priority of payment, not the status of the FDIC-R. Moreover, even if it were the status of the FDIC-R that determines priority under the Mandatory Victims Restitution Act, the FDIC-R should not be considered the "United States" for purposes of criminal restitution payments.

In 2007, the Department of Justice and the FDIC entered into a memorandum of understanding regarding the FDIC's rights as a victim when it is appointed receiver for a failed financial institution. In particular, the MOU recognizes that the FDIC is neither the

"United States" for purposes of 18 U.S.C. § 3664(1) nor an insurer for purposes of 18 U.S.C. § 3664(j). A copy of the MOU is available at

<https://www.fdic.gov/resources/resolutions/bank-failures/resources-for-court-clerks-and-law-enforcement/fdic-receiver-restitution-mou.pdf>

Further, the FDIC requests that the court enter, as part of the J&C, a statement that the FDIC is the successor to the rights, title, and interests that belonged to IB and is not considered as the "United States" or an insured for purposes of being paid restitution, when there are multiple victims. This is in accordance with the DOJ/FDIC MOU referenced above.

To ensure that the defendant receives credit, please include the following information with payments:

- Defendant name
- Docket #
- Receivership for Integrity Bank (FIN #10012), and

Payments should be sent to the following address:

FDIC-R Integrity Bank (FIN 10012)
FDIC Restitution Payments
P.O. Box 971774
Dallas, TX 75397-1774

If you have any questions or need additional information, please advise. If an "Affidavit" is required in this case, this submission can be modified as necessary.

Sincerely,

William C. Smith
Senior Investigations Specialist
Division of Resolutions and Receiverships
Federal Deposit Insurance Corporation

[REDACTED]

[REDACTED]

cc: Stephen Ryskoski, Special Agent, FBI [REDACTED]
Jacob Evans, Criminal Investigator, FDIC-OIG/Atlanta
Steven Smith, FDIC, Legal Division
Randy Thornhill, FDIC, DRR Investigations



Federal Deposit Insurance Corporation

September 8, 2022

Ms. Christie Smith Jones
Victim Witness Coordinator
United States Attorney's Office
Northern District of Georgia
Richard Russell Building
75 Spring St., S.W. Suite 600
Atlanta, GA 30303

Re: VICTIM IMPACT/LOSS STATEMENT OF THE FDIC,
As Receiver for Haven Trust Bank, Duluth, GA
USA v Michael Chrisley, et al
Docket # 1:19-cr-00297

Total Loss: \$3,749,111.58

Ms. Jones:

Haven Trust Bank, Duluth, GA ("HTB") was closed by Georgia Department of Banking and Finance on December 12, 2008, and the Federal Deposit Insurance Corporation was named as Receiver ("FDIC-R"). HTB was a victim of the criminal acts in this case and is entitled to restitution as set forth in the attached documents.

Per the attached documents, the total actual loss from the crime committed against HTB by the defendant is \$3,749,111.58. Restitution payments are among the assets of the receivership available for distribution. The FDIC-R is the only party entitled to restitution for losses suffered by HTB. The depositors and creditors of the failed insured financial institution will be paid from available assets of the receivership in accordance with federal law.

In multiple-victim cases, the FDIC-R is entitled to its pro rata share of any payments made by the defendant or on the defendant's behalf. The FDIC-R is the payee under the Restitution Order only as the successor to the rights, title, and interests that belonged to HTB before its failure. It is the status of HTB that determines the priority of payment, not the status of the FDIC-R. Moreover, even if it were the status of the FDIC-R that determines priority under the Mandatory Victims Restitution Act, the FDIC-R should not be considered the "United States" for purposes of criminal restitution payments.

In 2007, the Department of Justice and the FDIC entered into a memorandum of understanding regarding the FDIC's rights as a victim when it is appointed receiver for a failed financial institution. In particular, the MOU recognizes that the FDIC is neither the

"United States" for purposes of 18 U.S.C. § 3664(1) nor an insurer for purposes of 18 U.S.C. § 3664(j). A copy of the MOU is available at

<https://www.fdic.gov/resources/resolutions/bank-failures/resources-for-court-clerks-and-law-enforcement/fdic-receiver-restitution-mou.pdf>

Further, the FDIC requests that the court enter, as part of the J&C, a statement that the FDIC is the successor to the rights, title, and interests that belonged to HTB and is not considered as the "United States" or an insured for purposes of being paid restitution, when there are multiple victims. This is in accordance with the DOJ/FDIC MOU referenced above.

To ensure that the defendant receives credit, please include the following information with payments:

- Defendant name
- Docket #
- Receivership for Haven Trust Bank (FIN #10027), and

Payments should be sent to the following address:

FDIC-R Haven Trust Bank (FIN 10027)
FDIC Restitution Payments
P.O. Box 971774
Dallas, TX 75397-1774

If you have any questions or need additional information, please advise. If an "Affidavit" is required in this case, this submission can be modified as necessary.

Sincerely,

William C. Smith
Senior Investigations Specialist
Division of Resolutions and Receiverships
Federal Deposit Insurance Corporation

cc: Stephen Ryskoski, Special Agent, FBI [REDACTED]
Jacob Evans, Criminal Investigator, FDIC-OIG/Atlanta
Steven Smith, FDIC, Legal Division
Randy Thornhill, FDIC, DRR Investigations

Ryskoski, Stephen R. (AT) (FBI)

From: Mark Hill <[REDACTED]>
Sent: Monday, August 29, 2022 1:56 PM
To: Stan Kryder; Ryskoski, Stephen R. (AT) (FBI)
Cc: Leslie Pineyro; Terry Dewitt; Merry Ward
Subject: [EXTERNAL EMAIL] - RE: Stan Kryder/SouthState Bank

Good afternoon Stephen,

I am following up from Stan's email below. If you need anything from me at this point or in the future, just let me know. Thanks.



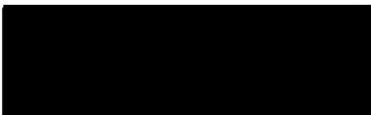
Mark Hill
Senior Vice President
Director of Special Assets



From: Stan Kryder <[REDACTED]>
Sent: Monday, August 22, 2022 4:14 PM
To: Stephen Ryskoski <[REDACTED]>
Cc: Leslie Pineyro <[REDACTED]>; Mark Hill <[REDACTED]>; Terry Dewitt <[REDACTED]>; Merry Ward <[REDACTED]>
Subject: RE: Stan Kryder/SouthState Bank

Stephen,
Mark Hill is the contact at the bank to work with here on the Restitution Order. I have copied him here and his contact information is below:

Mark Hill
Senior Vice President
Director of Special Assets





Stan Kryder

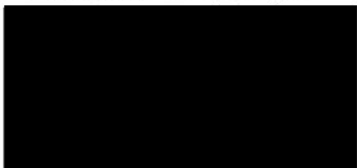
Atlanta Division Chairman



From: Stephen Ryskoski <[REDACTED]>
Sent: Monday, August 22, 2022 8:42 AM
To: Stan Kryder <[REDACTED]>; Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL] RE: Stan Kryder/SouthState Bank

Thank you. Can you also provide the address and contact name for SouthState Bank that we should use in the restitution order?

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation



From: Stan Kryder <[REDACTED]>
Sent: Sunday, August 21, 2022 12:51 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>; Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: Stan Kryder/SouthState Bank

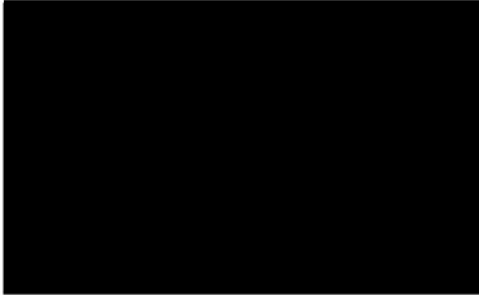
Stephen,
We have completed our research and our records agree with yours in the attachment from your original e-mail here.

Stan



Stan Kryder

Atlanta Division Chairman



From: Stephen Ryskoski <[REDACTED]>
Sent: Wednesday, July 27, 2022 3:28 PM
To: Stan Kryder <[REDACTED]>; Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL] RE: Stan Kryder/SouthState Bank

Mr. Kryder,

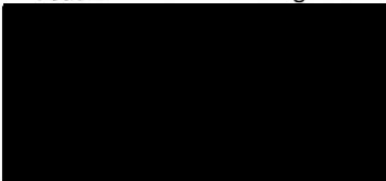
Hopefully this email will be helpful. Based on the documents we previously received from Midtown (see attached), it looks like loan #180161101 (CFT) became loan #180161104 and loan #180161102 (CFT) became loan #180161103 on July 10, 2009. Per a Midtown bank memo on 7/12/11, it appears as if loans #1103 and #1104 were charged off in exchange for loan #1105 (\$950,000) and loan #1106 (\$26,000). Based on the memo, it appears Midtown took an initial charge off of \$2,103,004 (\$1,986,499 + \$1,092,505 - \$976,000).

I know from reviewing other records that Midtown received \$250,000 from the sale of 1067 Corsica Dr. in 2012 and \$18,121.16 from the sale of 209 Belle Pines Ct. in 2017. I think the net charge off on loans #1105 and #1106 would be \$707,878.84 (\$950,000 + \$26,000 - \$250,000 - \$18,121.16).

I think the total charge off by Midtown would have been \$2,810,882.84 (\$2,103,004 + \$707,878.84).

I have attached the applicable documents I am referring to from Midtown. Hopefully this helps. Call me with any questions. Thanks.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation



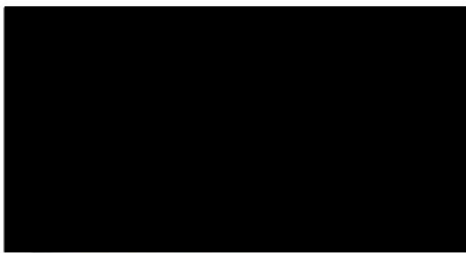
From: Stan Kryder <[REDACTED]>
Sent: Tuesday, July 26, 2022 3:27 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>; Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: Stan Kryder/SouthState Bank

Thanks, this helps.



Stan Kryder

Atlanta Division Chairman

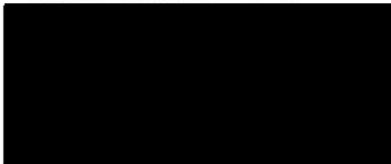


From: Stephen Ryskoski <[REDACTED]>
Sent: Tuesday, July 26, 2022 3:15 PM
To: Stan Kryder <[REDACTED]>; Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL] RE: Stan Kryder/SouthState Bank

If this helps, were are the loans numbers associated with the Midtown Bank loans:

180161101 – Chrisley Family Trust
180161102 – Chrisley Family Trust
195161101 – Select Real Estate Holdings

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation



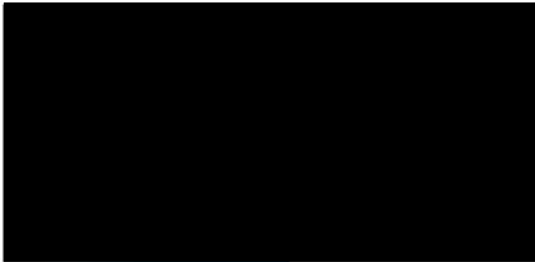
From: Stan Kryder <[REDACTED]>
Sent: Tuesday, July 26, 2022 3:06 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]> Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: Stan Kryder/SouthState Bank

I will work with our corporate records team and try to research these old files. It's been many years, so it may take me a few days to complete this work.
Stan



Stan Kryder

Atlanta Division Chairman

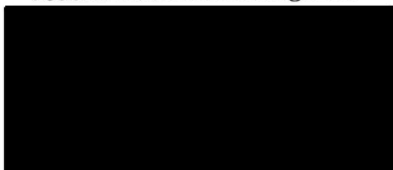


From: Stephen Ryskoski <[REDACTED]>
Sent: Tuesday, July 26, 2022 12:43 PM
To: Stan Kryder <[REDACTED]>; Leslie Pineyro <[REDACTED]>
Subject: [EXTERNAL] RE: Stan Kryder/SouthState Bank

Mr. Kryder,

We are currently working on completing the restitution amount due in the Chrisley case. Am I correct in stating SouthState Bank took over Midtown Bank (through First Landmark Bank)? Do you know if there is somebody at SouthState that can tell us the amount written off for each Chrisley loan with Midtown? We would like to get an accurate number for SouthState's loss.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation

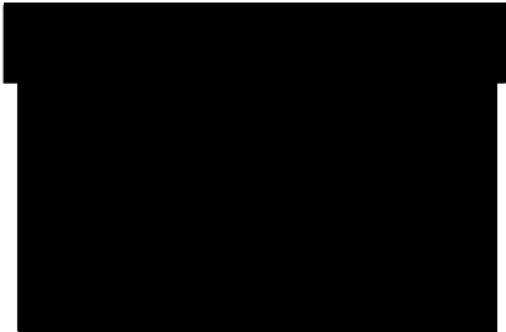


From: Stan Kryder <[REDACTED]>
Sent: Monday, May 9, 2022 2:57 PM
To: Leslie Pineyro <[REDACTED]>; Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Cc: Stan Kryder <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: Stan Kryder/SouthState Bank

Here is my complete contact information below.



Stan Kryder



From: Leslie Pineyro <[REDACTED]>
Sent: Monday, May 9, 2022 2:53 PM
To: Stephen Ryskoski <[REDACTED]>
Cc: Stan Kryder <[REDACTED]>
Subject: [EXTERNAL] RE: Stan Kryder/SouthState Bank

Mr. Kryder has been included on this email.



My cell is [REDACTED]

Please Note Our New Address Below

Leslie Pineyro, Esq.



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From: Stephen Ryskoski <[REDACTED]>
Sent: Monday, May 9, 2022 1:54 PM
To: Leslie Pineyro <[REDACTED]>
Cc: [Thomas.Kreppel](#) <[REDACTED]>; [Annalise.Peters](#) <[REDACTED]>
Subject:

These are for our call at 2pm. Thanks.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

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Ryskoski, Stephen R. (AT) (FBI)

From: Roger Orr <[REDACTED]>
Sent: Monday, August 22, 2022 2:50 PM
To: Ryskoski, Stephen R. (AT) (FBI)
Subject: [EXTERNAL EMAIL] - RE: Restitution

Mary Ann Coker
[REDACTED]

Roger Orr | Fraud Investigator
Assistant Vice President
[REDACTED]



🚲 Do what is right 🚲 Put people first 🚲 Reach higher 🚲 Focus on your customer 🚲 Enjoy life

Internal Use

From: Stephen Ryskoski <[REDACTED]>
Sent: Monday, August 22, 2022 2:46 PM
To: Roger Orr <[REDACTED]>
Subject: [EXTERNAL] RE: Restitution

Note: This email may be from a government entity or official.
Thank you. Can you also provide a contact name and address for Regions Bank to add to the restitution order?

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

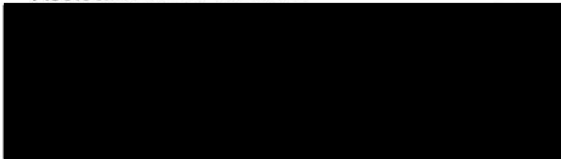
Email: [REDACTED]

From: Roger Orr <[REDACTED]>
Sent: Monday, August 22, 2022 2:44 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: Restitution

Stephen,

Our corporate office researched the loans in question to determine \$624,798.70 was left unpaid on the loans. I'm trying to get you an official document detailing our losses. Thanks

Roger Orr | Fraud Investigator
Assistant Vice President



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Internal Use

From: Roger Orr
Sent: Wednesday, August 10, 2022 2:13 PM
To: Stephen Ryskoski <[REDACTED]>
Subject: RE: Restitution

Thank You

Roger Orr | Fraud Investigator
Assistant Vice President





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Internal Use

From: Stephen Ryskoski <[REDACTED]>
Sent: Wednesday, August 10, 2022 2:11 PM
To: Roger Orr <[REDACTED]>
Subject: [EXTERNAL] RE: Restitution

Note: This email may be from a government entity or official.
Michael Todd Chrisley <[REDACTED]>
Chrisley Asset Management – 41-2121156

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

From: Roger Orr <[REDACTED]>
Sent: Wednesday, August 10, 2022 2:09 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: Restitution

Stephen,

Do you have Social security number or tax ID number we could use to search for these loans? Thanks

Roger Orr | Fraud Investigator
Assistant Vice President
[REDACTED]



Do what is right Put people first Reach higher Focus on your customer Enjoy life

Internal Use

From: Stephen Ryskoski [REDACTED]
Sent: Wednesday, August 10, 2022 10:18 AM
To: Roger Orr [REDACTED]
Subject: [EXTERNAL] Restitution

Note: This email may be from a government entity or official.
See page 22 of the bankruptcy document. It lists two LOCs with Regions Bank totaling \$1million. Let me know if there is anything else that could assist you. Thanks.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

Ryskoski, Stephen R. (AT) (FBI)

From: Jill Warner [REDACTED]
Sent: Wednesday, July 27, 2022 2:20 PM
To: Ryskoski, Stephen R. (AT) (FBI)
Subject: [EXTERNAL EMAIL] - RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Please use James Askew as the contact on the restitution order:

James Askew | President
United Community Bank [REDACTED]
Contact [REDACTED]

Thanks!

From: Stephen Ryskoski <[REDACTED]>
Sent: Wednesday, July 27, 2022 10:29 AM
To: Jill Warner [REDACTED]
Subject: RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Thank you. Do you have the address and contact name we should put on the restitution order?

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation

[REDACTED]

From: Jill Warner <[REDACTED]>
Sent: Wednesday, July 27, 2022 9:56 AM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Special Agent Ryskoski, United Community Bank had a loss on a loan in the name of The Chrisley Family Trust. The charge off amount was \$120,000.

Best regards.

Jill Warner

[REDACTED]

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From: Stephen Ryskoski <[REDACTED]>
Sent: Tuesday, July 26, 2022 12:38 PM
To: Jill Warner <[REDACTED]>
Subject: RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Ms. Warner,

We are currently working on completing the restitution amount due in the Chrisley case. Do you know if there is somebody at UCB that can tell us the amount written off for each Chrisley loan? We would like to get an accurate number for UCB's loss.

Stephen Ryskoski
Special Agent
[REDACTED]

From: Jill Warner <[REDACTED]>
Sent: Tuesday, May 24, 2022 10:59 AM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Cc: Krepp, Thomas (USAGAN) <[REDACTED]>; Peters, Annalise (USAGAN) <[REDACTED]>
Cromer, William A. Jr. (AT) (FBI) <[REDACTED]>; Kinsler Brock D <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

James will do his best to be there by 8:30 tomorrow morning.

From: Stephen Ryskoski <[REDACTED]>
Sent: Tuesday, May 24, 2022 10:44 AM
To: Jill Warner <[REDACTED]>
Cc: [Thomas.Krepp@\[REDACTED\]](mailto:Thomas.Krepp@[REDACTED]); [Annalise.Peters@\[REDACTED\]](mailto:Annalise.Peters@[REDACTED]); William Cromer <[REDACTED]>; Kinsler Brock D <[REDACTED]>
[REDACTED]
Subject: Re: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

We just talked. We will not get to Mr. Askew today. Please have him here tomorrow morning at 8:30am. Go to the 17th floor, room 1796. Call me with any questions. Thanks!

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

From: Jill Warner <[REDACTED]>
Sent: Tuesday, May 24, 2022 10:23:17 AM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Cc: Krepp, Thomas (USAGAN) <[REDACTED]>; Peters, Annalise (USAGAN) <[REDACTED]>;
Cromer, William A. Jr. (AT) (FBI) <[REDACTED]>; Kinsler Brock D <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

The best number to reach me is my cell, which is [REDACTED]. It will take James between an hour and an hour and a half to get from the branch in [REDACTED] to court, so we would appreciate as much notice as possible. Tomorrow morning, his drive could take even longer because of the morning rush hour.

From: Stephen Ryskoski <[REDACTED]>
Sent: Tuesday, May 24, 2022 9:10 AM
To: Jill Warner <[REDACTED]>
Cc: [Thomas.Krepp](#) <[REDACTED]>; [Annalise.Peters](#) <[REDACTED]>; William Cromer <[REDACTED]>; Kinsler Brock D <[REDACTED]>
Subject: Re: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Ms. Warner,

I'm going to call you at lunch to let you know if we need Mr. Askew here by 2pm. If court is going slower, we would ask him to be here tomorrow morning at 8:30am. What's the best number to reach you?

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

From: Jill Warner <[REDACTED]>
Sent: Monday, May 23, 2022 5:35:49 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Cc: Krepp, Thomas (USAGAN) <[REDACTED]>; Peters, Annalise (USAGAN) <[REDACTED]>;
Cromer, William A. Jr. (AT) (FBI) <[REDACTED]>; Kinsler Brock D <[REDACTED]>
Subject: [EXTERNAL EMAIL] - Re: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

All, I am touching base for an update about your anticipated timing in calling James Askew to testify.

Thank you.
Jill

Sent from my iPad

On May 20, 2022, at 5:35 PM, Stephen Ryskoski <[REDACTED]> wrote:

Ms. Warner,

It is still looking like Tuesday afternoon or Wednesday for Mr. Askew to testify. I'll reach out Monday after court. Thanks.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

From: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Sent: Thursday, May 19, 2022 5:33:21 PM
To: Jill Warner <[REDACTED]>; Krepp, Thomas (USAGAN) <[REDACTED]>
Cc: Peters, Annalise (USAGAN) <[REDACTED]>; Cromer, William A. Jr. (AT) (FBI) <[REDACTED]>; Kinsler Brock D <[REDACTED]>
Subject: Re: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Ms. Warner,

We will not need Mr. Askew until Tuesday or Wednesday of next week. We will call you tomorrow after court to give you a better idea. Please confirm. Thanks.

Stephen Ryskoski
Special Agent
Federal Bureau of Investigation
[REDACTED]

From: Jill Warner <[REDACTED]>
Sent: Thursday, May 19, 2022 9:33:46 AM
To: Krepp, Thomas (USAGAN) <[REDACTED]>
Cc: Peters, Annalise (USAGAN) <[REDACTED]>; Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>; Cromer, William A. Jr. (AT) (FBI) <[REDACTED]>; Kinsler Brock D <[REDACTED]>
Subject: [EXTERNAL EMAIL] - RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Tommy, James Askew can be available to testify on Friday if he can be finished by 3 p.m. because his son is graduating. Would that timing work?

Best regards.

Jill

From: Krepp, Thomas (USAGAN) [REDACTED]
Sent: Wednesday, May 18, 2022 5:39 PM
To: Jill Warner [REDACTED]
Cc: Peters, Annalise (USAGAN) [REDACTED]; Ryskoski, Stephen R. (AT)(FBI)
[REDACTED]; Cromer, William A. Jr. (AT) (FBI)
[REDACTED]; Kinsler Brock D [REDACTED]
Subject: RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Jill – can you see if Mr. Askew is available to come to testify this Friday?

Thomas J. Krepp
Assistant United States Attorney
[REDACTED]

From: Krepp, Thomas (USAGAN)
Sent: Thursday, April 14, 2022 6:29 PM
To: Jill Warner [REDACTED]
Cc: Peters, Annalise (USAGAN) [REDACTED]
Subject: RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Great! We can use this line: Conference call number [REDACTED] Conference ID:332508

Please ask Mr. Askew to have the records available as we'll be going through them over the phone. Look forward to speaking with you then.

-Tommy

Thomas J. Krepp
Assistant United States Attorney
[REDACTED]

From: Jill Warner [REDACTED]
Sent: Thursday, April 14, 2022 6:26 PM
To: Krepp, Thomas (USAGAN) [REDACTED]
Cc: Peters, Annalise (USAGAN) [REDACTED]
Subject: RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Tommy, yes, 11:30 Wednesday is fine with me.

Thanks,
Jill

From: Krepp, Thomas (USAGAN) [REDACTED]
Sent: Thursday, April 14, 2022 5:31 PM
To: Jill Warner [REDACTED]
Cc: Peters, Annalise (USAGAN) [REDACTED]
Subject: RE: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Jill would Wednesday at 11:30 work? If so, I'll circulate a dial-in.

Thomas J. Krepp
Assistant United States Attorney
[REDACTED]

From: jwarner [REDACTED]
Sent: Thursday, April 14, 2022 12:16 PM
To: Krepp, Thomas (USAGAN) [REDACTED]
Subject: [EXTERNAL] RE: FW: US v. Chrisley, et al. - subpoena to James Askew

Tommy, I have spoken with James Askew about the attachments and can be available for a call. I could talk this afternoon, Monday afternoon or Wednesday. Please let me know what might work for you.

Thanks,

Jill

From: Krepp, Thomas (USAGAN)
Sent: Mon, 11 Apr 2022 18:23:28 +0000
To: Jill Warner
Cc: Peters, Annalise (USAGAN), Ryskoski, Stephen R. (AT)(FBI)
Subject: FW: US v. Chrisley, et al. - subpoena to James Askew

Thomas J. Krepp

Assistant United States Attorney
[REDACTED]

From: Krepp, Thomas (USAGAN)
Sent: Monday, April 11, 2022 2:18 PM
To: Jill Warner [REDACTED]
Cc: Peters, Annalise (USAGAN) [REDACTED]; Ryskoski, Stephen R. (AT)(FBI)
Subject: RE: US v. Chrisley, et al. - subpoena to James Askew

Jill,

I apologize – I thought I had sent these. Here are the materials we'd like to review with Mr. Askew. Please let us know once you have a chance to get with him and are available for a call.

Thanks,

Tommy

Thomas J. Krepp

Assistant United States Attorney

[REDACTED]

From: Jill Warner [REDACTED]
Sent: Monday, April 11, 2022 2:13 PM
To: Krepp, Thomas (USAGAN) <[REDACTED]>
Subject: [EXTERNAL] US v. Chrisley, et al. - subpoena to James Askew

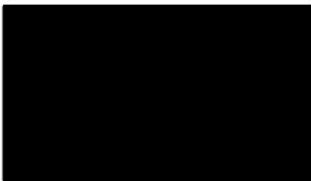
Tommy, I hope you had a nice weekend.

I am following up because I have not seen an e-mail from you or Special Agent Ryskoski containing the e-mails and other documents about which James Askew may be questioned.

Best regards.

Jill Warner

[REDACTED]



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ALPHA BANK & TRUST ("ABT")
USA v MICHAEL TODD CHRISLEY, ET AL
DOCKET NO. 1:19-CR-00297
FDIC VICTIM IMPACT STATEMENT

LOAN NAME	ABT LOAN NUMBER	FDIC ASSET NUMBER	ORIGINAL LOAN AMOUNT	(LESS) PRE-FAILURE CHARGE-OFF @ ABT	(LESS) PRINCIPAL PAYMENTS	(EQUALS) ABT UNPAID PRINCIPAL BALANCE CHECK	(LESS) INTEREST RECOVERY <small>APPLY TO PRINCIPAL</small>	(EQUALS) FDIC CLOSING BALANCE LESS INTEREST PAID	(LESS) FH PARTNERS CASH SALE TRANSACTION	(EQUALS) FDIC-R ALPHA BANK & TRUST TOTAL LOSS	DAMAGE COMMENTS/CALCULATIONS
Michael Todd Chrisley	7002141	10018000181	\$400,000.00	\$0.00	\$0.00	\$400,000.00	\$25,692.99	\$374,307.01	\$128,874.12	\$245,432.89	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
Auto Express Financing	7002144	10018000182	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$14,271.03	\$235,728.97	\$80,546.32	\$155,182.65	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
Chrisley Family Trust	7002198	10018000200	\$1,572,500.00	\$0.00	\$0.00	\$1,572,500.00	\$97,942.64	\$1,474,557.36	\$506,636.38	\$967,920.98	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
Michael Todd Chrisley	7002357	10018000225	\$475,000.00	\$0.00	\$0.00	\$475,000.00	\$23,350.82	\$451,649.18	\$153,038.02	\$298,611.16	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
Chrisley Family Trust	8000000	10018000385	\$1,572,500.00	\$0.00	\$3,243.28	\$1,569,256.72	\$216,150.21	\$1,353,106.51	\$505,591.45	\$847,515.06	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
LKC, LLC	8100000	10015000386	\$491,077.84	\$0.00	\$197.51	\$490,880.33	\$64,853.10	\$426,027.23	\$158,154.43	\$267,872.80	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
Chrisley Asset Manageme	8200000	10015000387	\$500,000.00	\$0.00	\$149.53	\$499,850.47	\$64,500.93	\$435,349.54	\$161,044.47	\$274,305.07	February 2009 - Loan Sold to FH Partners LLC, Waco, TX for a bid price of 32.21853% of BV (column G)
Final Loss Figure Check	Original Loan Amount Principal Payments (-) Unpaid Principal Balance (=) Interest Recovery (-) Loan Sale Transaction (-) FDIC-R Final Loss (=)										Notes: Column E = Pre-Fail C/O Column G = Unpaid Principal Balance Column H - Interest Recovery Column J = Cash Sale Recovery
\$5,261,077.84											
\$3,590.32											
\$5,257,487.52											
\$506,761.72											
\$1,693,885.19											
\$3,056,840.61			\$5,261,077.84	\$0.00	\$3,590.32	\$5,257,487.52	\$506,761.72	\$4,750,725.80	\$1,693,885.19	\$3,056,840.61	

HAVEN TRUST BANK, DULUTH, GA ("HTB")
USA v MICHAEL TODD CHRISLEY
DOCKET NO. 1:19-CR-00297
FDIC VICTIM IMPACT STATEMENT

LOAN NAME	HTB LOAN NUMBER	FDIC ASSET NUMBER	ORIGINAL LOAN AMOUNT	(LESS) PRE-FAILURE CHARGE-OFF @ HTB	(LESS) PRINCIPAL PAYMENTS	(EQUALS) HTB UNPAID PRINCIPAL BALANCE CHECK	(LESS) INTEREST RECOVERY APPLY TO PRINCIPAL	(EQUALS) FDIC CLOSING BALANCE LESS INTEREST PAID	(LESS) LOAN SALE TRANSACTION	(EQUALS) FDIC-R HAVEN TRUST BANK TOTAL LOSS	DAMAGE COMMENTS/CALCULATIONS
LKC, LLC	700022353										
LKC, LLC (renewal of 700022353)	700025737	10027000866	\$250,000.00	\$0.00	\$26,545.48	\$223,454.52	\$37,163.14	\$186,291.38	\$71,505.45	\$114,785.93	April 2009 - Loan Sold to LNV, Dallas, TX for a bid price of 32 % of BV (column G)
Chrisley Asset Management	700022833	10027000771	\$499,909.85	\$0.00	\$683.91	\$499,225.94	\$75,475.95	\$423,749.99	\$159,752.30	\$263,997.69	April 2009 - Loan Sold to LNV, Dallas, TX for a bid price of 32 % of BV (column G)
Michael Todd Design	700022841	10027000772	\$500,000.00	\$0.00	\$435.41	\$499,564.59	\$74,272.62	\$425,291.97	\$159,860.67	\$265,431.30	April 2009 - Loan Sold to LNV, Dallas, TX for a bid price of 32 % of BV (column G)
Auto Express Financing LLC	700024581	10027000825	\$100,000.00	\$0.00	\$1,447.39	\$98,552.61	\$12,642.79	\$85,909.82	\$31,536.84	\$54,372.98	April 2009 - Loan Sold to LNV, Dallas, TX for a bid price of 32 % of BV (column G)
South Fulton Land Investments, LLC	700024052	10027000813	\$3,593,197.58	\$0.00	\$0.00	\$3,593,197.58	\$322,838.90	\$3,270,358.68	\$219,835.00	\$3,050,523.68	February 2010 - Loan Sold into Joint Venture titled Multibank 2009-1-RES ADC
Final Loss Figure Check	Original Loan Amount Principal Payments (-) Unpaid Principal Balance (=) Interest Recovery (-) Loan Sale Transaction (-) FDIC-R Final Loss (=)										Notes: Column E = Pre-Fail C/O Column G = Unpaid Principal Balance Column H = Interest Recovery Column J = Loan Sale Recovery
\$4,943,107.43 \$29,112.19 \$4,913,995.24 \$522,393.40 \$642,490.26 \$3,749,111.58			\$4,943,107.43	\$0.00	\$29,112.19	\$4,913,995.24	\$522,393.40	\$4,391,601.84	\$642,490.26	\$3,749,111.58	

INTEGRITY BANK , ALPHARETTA, GA ("IB")
USA v MICHAEL TODD CHRISLEY
DOCKET NO. 1:19-CR-00297
FDIC VICTIM IMPACT STATEMENT

LOAN NAME	IB LOAN NUMBER	FDIC ASSET NUMBER	ORIGINAL LOAN AMOUNT	(LESS) PRE-FAILURE CHARGE-OFF @ HTB	(LESS) PRINCIPAL PAYMENTS	(EQUALS) IB UNPAID PRINCIPAL BALANCE CHECK	(LESS) INTEREST RECOVERY <small>APPLY TO PRINCIPAL</small>	(EQUALS) FDIC CLOSING BALANCE LESS INTEREST PAID	(LESS) MULTIBANK 2009-1 RES ADC ASSET TRANSFER	(LESS) MONIES RECOVERED IN DIRECTOR AND OFFICER LITIGATION	(EQUALS) FDIC-R INTEGRITY BANK TOTAL LOSS	DAMAGE COMMENTS/CALCULATIONS
Chrisley Family Trust	400841700	10012001814	\$9,993,468.25	\$0.00	\$0.00	\$9,993,468.25	\$1,317,194.89	\$8,676,273.36	\$1,013,860.00	\$511,894.67	\$7,662,413.36	February 2010 - Loan Sold into Joint Venture titled Multibank 2009-1 RES ADC; D&O litigation settled for \$3.7MM in July 2015
LKC, LLC	400848200	10012001837	\$1,498,677.17	\$0.00	\$100,000.00	\$1,398,677.17	\$167,501.43	\$1,231,175.74	\$113,907.00	\$66,184.82	\$1,117,268.74	February 2010 - Loan Sold into Joint Venture titled Multibank 2009-1 RES ADC; D&O litigation settled for \$3.7MM in July 2015
Final Loss Figure Check	Original Loan Amount Principal Payments (-) Unpaid Principal Balance (=) Minus: Interest Recovery Minus: Loan Sale Transaction Minus: D&O Litigation Recovery Equals" FDIC-R Final Loss											Notes: Column E = Pre-Fail C/O Column G = Unpaid Principal Balance Column H - Interest Recovery Column J - Loan Sale Recovery Column K - Professional Liability Litigation Recovery
\$11,492,145.42												
\$100,000.00												
\$11,392,145.42												
\$1,484,696.32												
\$1,127,767.00												
\$578,079.49												
\$8,779,682.10			\$11,492,145.42	\$0.00	\$100,000.00	\$11,392,145.42	\$1,484,696.32	\$9,907,449.10	\$1,127,767.00	\$578,079.49	\$8,779,682.10	

Todd and Julie Chrisley Loss Calculation Case 1:19-CR-297														
		AFBT (Synovus)		BCB (Cadence)				RES-GA		Midtown				
	ABT (FDIC)	#2514	#3110	#8900	#8800	Embassy	Haven (FDIC)	Haven (FDIC)	Integrity (FDIC)	(SouthState)	Regions	Security	UCB	Total
Intended Loss	5,270,000.00	3,464,701.15	491,796.73	1,504,000.00	2,560,000.00	1,228,000.00	1,350,000.00	3,593,197.58	11,500,000.00	3,400,000.00	750,000.00	750,000.00	400,000.00	36,261,695.46
Paid to FH Partners*	(2,700,000.00)	-	-	-	-	-	-	-	-	-	-	-	-	(2,700,000.00)
Paid from bankruptcy	-	-	(172,410.69)	-	-	-	-	-	-	-	-	-	-	(172,410.69)
Paid by 1015 Lancaster	-	-	-	(990,000.00)	-	-	-	-	-	-	-	-	-	(990,000.00)
Paid by 31 Keel Ct. and Prin. Payments	-	-	-	-	(948,997.85)	-	-	-	-	-	-	-	-	(948,997.85)
Paid by seizing CAM receivables	-	-	-	-	-	(1,228,000.00)	-	-	-	-	-	-	-	(1,228,000.00)
Paid to LNV Corp*	-	-	-	-	-	-	(265,000.00)	-	-	-	-	-	-	(265,000.00)
Paid to LNV Corp for Loan #4581*	-	-	-	-	-	-	(50,000.00)	-	-	-	-	-	-	(50,000.00)
Sale of 830 W. Conway	-	-	-	-	-	-	-	-	(5,350,000.00)	-	-	-	-	(5,350,000.00)
Paid to RES-GA	-	-	-	-	-	-	-	-	(1,075,000.00)	-	-	-	-	(1,075,000.00)
Sale of 42-acre tract	-	-	-	-	-	-	-	-	(210,000.00)	-	-	-	-	(210,000.00)
Sale of 209 Belle Pines	-	-	-	-	-	-	-	-	-	(18,121.16)	-	-	-	(18,121.16)
Sale of 1067 Corsica Dr.	-	-	-	-	-	-	-	-	-	(250,000.00)	-	-	-	(250,000.00)
Principal Payments	-	(578,458.44)	(153,491.91)	(754,200.44)	-	-	-	-	-	(320,996.00)	(125,201.30)	-	(280,000.00)	(2,212,348.09)
Sale of Brookhaven stock	-	-	-	-	-	-	-	-	-	-	-	(750,000.00)	-	(750,000.00)
	2,570,000.00	2,886,242.71	165,894.13	(240,200.44)	1,611,002.15	-	1,035,000.00	3,593,197.58	4,865,000.00	2,810,882.84	624,798.70	-	120,000.00	20,041,817.67

Todd and Julie Chrisley
Restitution Calculation
Case 1:19-CR-297

	AFBT (Synovus)		BCB (Cadence)				RES-GA		Midtown (SouthState)	Regions	Security	UCB	Total
	ABT (FDIC)	#2514	#3110	#8900	#8800	Embassy	Haven (FDIC)**	Haven (FDIC)					
Initial Restitution	3,056,840.61	2,886,242.71	338,304.82	-	1,611,002.15	-	698,587.90	3,050,523.68	8,779,682.10	2,810,882.84	-	120,000.00	23,976,865.51
Principal Recovered by 3rd Parties	1,693,885.19	-	-	-	-	-	-	219,835.00	1,127,767.00	-	-	-	3,041,487.19
Add'l Principal Recovered	-	-	-	(240,200.44)	-	-	-	-	-	-	-	-	(240,200.44)
Paid to FH Partners*	(2,700,000.00)	-	-	-	-	-	-	-	-	-	-	-	(2,700,000.00)
Paid from bankruptcy	-	-	(172,410.69)	-	-	-	-	-	-	-	-	-	(172,410.69)
Paid to LNV Corp*	-	-	-	-	-	-	-	-	-	-	-	-	-
Paid to LNV Corp for Loan #4581*	-	-	-	-	-	-	-	-	-	-	-	-	-
Sale of 830 W. Conway	-	-	-	-	-	-	-	-	(5,350,000.00)	-	-	-	(5,350,000.00)
Paid to RES-GA	-	-	-	-	-	-	-	-	(1,075,000.00)	-	-	-	(1,075,000.00)
Sale of 42-acre tract	-	-	-	-	-	-	-	-	(210,000.00)	-	-	-	(210,000.00)
	2,050,725.80	2,886,242.71	165,894.13	(240,200.44)	1,611,002.15	-	698,587.90	3,270,358.68	3,272,449.10	2,810,882.84	-	120,000.00	17,270,741.57

Restitution Address:	FDIC-R Alpha Bank & Trust (FIN #10018)	Synovus Bank Attn: Alan Ridley	Cadence Bank Attn: Legal	N/A	FDIC-R Haven Trust Bank (FIN #10027)	FDIC-R Integrity Bank (FIN #10012)	SouthState Bank Attn: Mark Hill	Regions Bank Attn: Mary Ann Coker	N/A	United Community Bank Attn: James Askew
	FDIC Restitution Payments P.O. Box 971774 Dallas, TX 75397-1774	Managed Assets Division 1501 N. Thornton Ave. Dalton, GA 30720	2100 Third Ave. N. Suite 1100 Birmingham, AL 35203		FDIC Restitution Payments P.O. Box 971774 Dallas, TX 75397-1774	FDIC Restitution Payments P.O. Box 971774 Dallas, TX 75397-1774	1375 North Broadway Ave. Bartow, FL 33830	2090 Parkway Office Cir. Hoover, AL 35244		6372 Highway 53 East Dawsonville, GA 30534

*No documents provided to support the payment
**Did not consider amounts paid to LNV since it resulted in a higher restitution amount

Document ID: 0.7.7911.70262

From: Mark Braddock [REDACTED]
To: Anne Branson
[REDACTED]; Mchrisley1@aol.com
<mchrisley1@aol.com>; jchrisley1@aol.com <jchrisley1@aol.com>
Cc: Patrick M. Walsh
[REDACTED]
Bcc:
Subject: RE: Information
Date: Wed Sep 19 2007 16:11:23 EDT
Attachments: _0620111659_001.pdf
_0802171032_001.pdf
_0919144124_001.pdf

Anne/Pat:

Attached are some of the items you have requested.

A check will be dropped off for the \$1350 and the Loan payments that are due.

*Updated personal financial statement (I have attached the one we use at the Bank) *** Attached
*Have you filed your 2006 taxes? If not we need to have a filed copy of the extension.*** Attached
*Are there tax returns for Select Real Estate Holdings? *** There are none as of yet
*\$1,350 for the appraisals ordered by the Bank for the homes in California and South Carolina ***
Checks will be dropped off
*Also- have checks been sent in for the payments on the \$300,000 loan to Select Real Estate Holdings
and the Alpharetta home equity line? They are showing as past due on our loan system. ** We need to
renew this for 90 days until the property that is in escrow closes, please see attached.

Regards

Mark Braddock

Executive Asset Management
[REDACTED]



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From: Anne Branson [REDACTED]
Sent: Thursday, September 13, 2007 10:43 AM
To: Mchrisley1@aol.com; Patty Smith
Cc: Stan Kryder; Patrick M. Walsh
Subject: Information

Todd and Patty-

Hello and hope you are both doing well. Here is the list of things that we will need for our credit files and other items:

- *Updated personal financial statement (I have attached the one we use at the Bank)
- *Have you filed your 2006 taxes? If not we need to have a filed copy of the extension.
- *Are there tax returns for Select Real Estate Holdings?
- *We need financial statements for Chrisley Asset Management- are there tax returns?
- *\$1,350 for the appraisals ordered by the Bank for the homes in California and South Carolina
- *Currently there are three accounts open at the Bank with a combined balance of \$55.73. Per the approval for the home equity line of credit on the house in Alpharetta, an account needs to be opened with a minimum of \$100,000 in no cost collected balances or \$250,000 in higher cost collected balances.
- *Also- have checks been sent in for the payments on the \$300,000 loan to Select Real Estate Holdings and the Alpharetta home equity line? They are showing as past due on our loan system.

Thank you both for all of your help and please let us know if you have any questions. Have a good day.

Anne



Document ID: 0.7.7911.70262-000001

Owner: Mark Braddock [REDACTED]

Filename: _0620111659_001.pdf

Last Modified: Wed Sep 19 16:11:23 EDT 2007

0620111659 001.pdf for Printed Item: 25 (Attachment 1 of 3)
JUN 20 2007 11:34AM George Grimsley

No. 9743 P. 2

377 Pg 1

Form

4868Department of the Treasury
Internal Revenue Service

(on bottom of page)

**Application for Automatic Extension of Time
To File U.S. Individual Income Tax Return**

OMB No. 1545-0074

2006

CUT HERE

Form **4868**Department of the Treasury
Internal Revenue Service**Application for Automatic Extension of Time
To File U.S. Individual Income Tax Return**

OMB No. 1545-0074

For calendar year 2006, or other tax year beginning

, ending

2006**Part I Identification****Part II Individual Income Tax**

1 Your name(s) (see instructions)

**MICHAEL T CHRISLEY
JULIE H CHRISLEY**

Address (see instructions)

PO BOX 4604

City, town, or post office

SANTA ROSA BEACH

State

FL

ZIP code

32459-4604

2 Your social security number

3 Spouse's social security number

4 Estimate of total tax liability for 2006 \$ 05 Total 2006 payments 06 Balance due. Subtract line 5 from line 4 (see instructions) 07 Amount you are paying (see instr.) 08 Check here if you are "out of the country" and a U.S. citizen or resident (see instructions) ☐9 Check here if you file Form 1040NR or 1040NR-EZ and did not receive wages as an employee subject to U.S. income tax withholding ☐

Privacy Act and Paperwork Reduction Act Notice. See page 4

RECEIVED TIME JUN. 20. 10:40AM

Form **4868** (2006)

Page 97 of 295

Document ID: 0.7.7911.70262-000002

Owner: Mark Braddock [REDACTED]

Filename: _0802171032_001.pdf

Last Modified: Wed Sep 19 16:11:23 EDT 2007

_0802171032_001.pdf for Printed Item: 25 (Attachment 2 of 3)

Fidelity BankPersonal Financial Statement as of 07/31/07

If statement is joint please complete the following

Individual 1

Name: Michael Todd Chrisley

Address: [REDACTED]

City: Roswell State: GA Zip: 30075

SSN: [REDACTED] Birth Date: [REDACTED]

Hm Phone: [REDACTED] Wk Phone: [REDACTED]

Employer: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

SSN: [REDACTED] Birth Date: [REDACTED]

Hm Phone: [REDACTED] Wk Phone: [REDACTED]

Employer: [REDACTED]

NOTE: If there is a joint party to this financial statement who is either borrowing or guaranteeing the credit under consideration, the columns titled

"Solely Owned-Individual 2" and "Solely Liable-Individual 2" must be filled out.

Assets		Solely Owned		Jointly Owned	Total
		Individual 1	Individual 2		
Cash (Includes CD's, Money Markets)	Schedule 1	4,108,000			4,108,000
Government & Readily Marketable Securities	Schedule 2	4,000,000			4,000,000
Non-Marketable Securities	Schedule 3				0
Notes and Accounts Receivable		4,000,000			4,000,000
Cash Value of Life Insurance	Schedule 4				0
Personal Residence(s)	Schedule 5				0
Other Real Estate	Schedule 5	55,020,000			55,020,000
Personal Property		8,575,000			8,575,000
IRA's, Keoughs & Other Qualified Plans					0
Other Assets	Schedule 7				0
Total Assets		75,703,000	0	0	75,703,000
Liabilities		Solely Liable		Jointly Liable	Total
		Individual 1	Individual 2		
Notes Payable to Banks-Secured	Schedule 6	125,000			125,000
Notes Payable to Banks-Unsecured	Schedule 6	4,050,000			4,050,000
Notes Payable to Others-Secured	Schedule 6				0
Notes Payable to Others-Unsecured	Schedule 6				0
Margin Accounts					0
Accounts Payable (Include Credit Cards)		30,000			30,000
Real Estate Mortgages Payable	Schedule 5	32,545,000			32,545,000
Taxes Payable		0			0
Loans on Life Insurance Policies	Schedule 4				0
Other Liabilities					0
Total Liabilities		36,750,000	0	0	36,750,000
Net Worth		38,953,000	0	0	38,953,000
Contingent Liabilities		Individual 1	Individual 2	Joint	Total
As Guarantor of Endorser					0
On Leases or Contracts					0
For legal Claims or Judgements					0
Tax Claims or Disputes					0
Letters of Credit					0
Future Capital Contributions					0
Other					0
Total Contingent Liabilities		0	0	0	0

Note: Contingent Liabilities Schedule must be completed. If none, then write "NONE" on schedule.

Sources of Cash Income			Monthly Expenditures		
For the Year Ended:	Individual 1	Individual 2	For the Year Ended:	Individual 1	Individual 2
Wages and Salaries			Mortgage/Rent-Residence(s)	174,388	
Bonuses Commissions, etc.	600,000		All Other Debt Service	5,000	
Interest & Dividends	250,000		State & Federal Income Taxes		
Rental Income (net of expense)	360,000		Insurance		
Partnership draws, distributions	2,400,000		Alimony		
Other			Other		
Total Cash Income		\$3,610,000	Total Monthly Expense		\$179,388
		\$0			\$0

If the space provided is not sufficient, additional schedules may be attached.

Schedule 1 - Cash

Name and Location of Institution	Account Type and Number	Balance	Owned By	Pledged?
WAMU	Checking Acct - [REDACTED] 2096	1950000		N
Suntrust	Checking Acct - [REDACTED] 0887	2158000		N

_0802171032_001.pdf for Printed Item: 25 (Attachment 2 of 3)

				N

Schedule 2 - Government and Readily Marketable Securities

Face Value of Shares	Owned By	Description	Cost	Current Market Value	Amount Pledged
Various	Individual 1	Merrill Lynch Various	Various	4,000,000	0

Schedule 3 - Non-Marketable Securities

Face Value of Shares	% of Total Shares	Owned By	Description	Current Market Value	Amount Pledged

Schedule 4 - Life Insurance

Insurance Company	Owned By	Beneficiary	Face Value	Cash Value	Policy Loans	Amount Pledged

Schedule 5 - Real Estate (If partially owned, give total property information, not your share)

Description & Location	Owned By	%	Date Acquired	Cost	Value	Mortgage Balance	Monthly Payment	Net Yearly Cash Flow
See Attached	Individual 1	100%	various	#####	52,270,000	30,670,000	174,388	

* Defined as total cash income less Debt Service, Taxes and Other Cash Expenses

Schedule 6 - Notes Payable (Exclude debt reported in Schedule 5)

Name and Address of Note Holder	Obligor	Type of Loan	Current Balance	Monthly Payment	Collateral
Athens First	Individual 1	Line of Credit	\$4,050,000	\$25,000	
Boats, Cars	Individual 1	Various	\$125,000	\$4,500	Various
Credit Cards	Individual 1	credit card	\$30,000	\$2,000	

Schedule 7 - Other Assets

Name	Value				
Jewelry - Art Collection	3,500,000				
Household Contents	4,200,000				
Automobiles	875,000				

Are you a defendant in any suits or legal actions?

No

If yes, describe:

Have you ever filed a petition in bankruptcy or has one been filed individually against you?

Are you an executive officer, director or principal shareholder of a bank?

Bank: _____

The information set forth above is true and correct and is provided to Vanguard Bank for the purpose of obtaining or maintaining credit or other accommodations. The bank is authorized to confirm any of the information set forth above, and any person having knowledge regarding such information is hereby authorized to disclose that information to the bank. I hereby authorize the bank from time to time to obtain credit reports on me. To furnish information regarding its credit experience with me to credit reporting agencies and other persons, and to provide copies of this financial statement to its affiliates

Signature and Date

Signature and Date (other party if joint)

7/31/07

_0802171032_001.pdf for Printed Item: 25 (Attachment 2 of 3)

Schedule 5

Address	Owned by	%	Date Acquired	Cost	Value	Mortgage Bal	Monthly Payment
5000 Heathewood	Individual	100	9/1/2004	3,500,000	6,800,000	3,500,000	11,600
5010 Heatherwood	Individual	100	3/15/2006	500,000	800,000	400,000	14,500
143 Seaside Ave	Individual	100	11/15/2004	3,000,000	4,750,000	2,450,000	2,100
4015 Anson Ave	Individual	100	10/29/2004	460,000	675,000	460,000	9,005
10526 Wyton	Individual	100	4/1/2006	3,400,000	4,500,000	2,257,000	7,420
209 Belle Pines Ct	Individual	100	3/25/2006	1,200,000	2,450,000	1,425,000	1,213
620 Peachtree St, Unti 413	Individual	100	1/25/2005	175,000	395,000	253,000	8,800
408 Western Lake Dr	Individual	100	1/28/2005	1,850,000	2,650,000	1,580,000	8,750
1067 Corsica Street	Individual	100	2/27/2005	3,500,000	5,200,000	2,795,000	9,500
Lot 46 Watersound	Individual	100	9/1/2006	1,315,000	1,750,000	1,350,000	8,000
1015 Lancaster Sq	Individual	100	1/1/2005	325,000	2,000,000	1,500,000	8,500
830 W Conway	Individual	100	9/1/2006	9,000,000	13,500,000	9,000,000	60,000
2500 Peachtree	Individual	100	6/1/2007	1,850,000	2,750,000	1,875,000	9,800
South Fulton 42 Acres	Individual	50	2/27/2007	4,200,000	6,800,000	3,700,000	25,000
				34,275,000	55,020,000	32,545,000	184,188

Document ID: 0.7.7911.70262-000003

Owner: Mark Braddock <[REDACTED]>

Filename: _0919144124_001.pdf

Last Modified: Wed Sep 19 16:11:23 EDT 2007

_0919144124_001.pdf for Printed Item: 25 (Attachment 3 of 3)

3-26-1997 12:03PM FROM

P. 1



AMENDED ESCROW INSTRUCTIONS

Date: September 17, 2007

Escrow No. Z918-GH

Re: [REDACTED] Drive, Los Angeles, CA 90024

To: Escrow of the West - Gail Hershowitz

My previous instructions in the above numbered escrow are hereby modified — supplemented in the following particulars only.

Buyers hereby remove and approve **ALL** their contingencies on the subject property.

Buyer and Seller agree to indemnify, defend and hold Escrow Holder, its employees and officer of the corporation, real estate agents and/or brokers harmless from any liability or loss in connection with this instruction.

All other terms and conditions of this escrow shall remain the same. All parties signing this instruction acknowledge receipt of a copy of same.

END OF AMENDMENT

SELLER:

A large, stylized handwritten signature in dark ink, appearing to read "Michael T. Chrisley".

Michael T. Chrisley

BUYER:

A handwritten signature in dark ink, appearing to read "Jonathon Doctor".

Jonathon Doctor

A handwritten signature in dark ink, appearing to read "Barbara Doctor".

Barbara Doctor

_0919144124_001.pdf for Printed Item: 25 (Attachment 3 of 3)



SUPPLEMENTAL ESCROW INSTRUCTIONS

To: Escrow of the West

Escrow No.: 2918-GH

Escrow Officer: Gail Hershowitz

Date: September 14, 2007

Email Address:

ESCROW OF THE WEST IS LICENSED BY THE DEPARTMENT OF CORPORATIONS,
OF THE STATE OF CALIFORNIA, UNDER LICENSE # 963-2166.

For clarification purposes, the following is restated from the Purchase Agreement and shall apply as Supplemental Escrow Instructions.

TERMS OF TRANSACTION

Buyer or Broker will deposit with escrow an initial deposit in the amount of	\$	108,750.00
Prior to close of escrow, Buyer will deposit, an additional amount of	\$	3,526,250.00
TOTAL CONSIDERATION:	\$	3,625,000.00

We the undersigned will deliver to you any instructions or funds (in the form of cashier's check or certified funds) required to enable you to comply with these instructions, all of which you are authorized to use provided that on or before June 9, 2008 OR SOONER BY MUTUAL CONSENT, (based on buyer's deposit of \$11,000.00 into escrow on the 9th of each month) you are in a position to obtain a standard Policy of Title Insurance, with the usual title company's exceptions, through Equity Title Company, with a liability of at least the amount of the above total consideration (ALTA policy of Title Insurance to be delivered to lien holder), on the real property in the County of Los Angeles State of California described as follows:

32 of Block 3 of Tract no. 9835 in the City of Los Angeles, County of Los Angeles, State of California as per map recorded in Book 138 Pages 65 & 66 of Maps in the Office of the County Recorder of Los Angeles County, .

PROPERTY ADDRESS IS: [REDACTED] Los Angeles, CA 90024 (NOT VERIFIED BY ESCROW HOLDER)

CLOSE OF ESCROW WILL BE ON: 06/09/08 OR SOONER BY MUTUAL CONSENT

SHOWING TITLE VESTED IN: Jonathon Doctor and Barbara Doctor, To Be Determined

Exact Vesting to be provided prior to close of Escrow. The Seller, Escrow Holder and Agents are not qualified or permitted by law to advise Buyer on how to take title to the Property. If the Buyer has any questions regarding this matter, those questions must be directed to a licensed attorney or tax consultant of Buyer's choice. Escrow Holder is hereby authorized and instructed to affix Buyer's complete vesting to the Grant Deed upon written authorization from the Buyer without further approval of the Seller.

FREE FROM ENCUMBRANCES EXCEPT:

1. All General and Special County and City (if any) Taxes for the fiscal year 2007/2008, including personal property taxes, if any, assessed against the former owner.
2. Covenants, conditions and restrictions, rights of way, easements and the exception or reservation of minerals, oil, gas, water, carbons and hydrocarbons on or under said land, now of record.

MY INITIALS BELOW REPRESENT MY AGREEMENT AND ACKNOWLEDGMENT OF THE FOREGOING

SELLER(S) INITIALS:

BUYER(S) INITIALS: _____

- 1 -

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

3. The lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

4.

INSTRUCTIONS:

Escrow of the West acknowledges receipt of that certain Residential Purchase Agreement and Joint Escrow Instructions Dated August 30, 2007, and Counter Offers numbered 1, 2, & 4 (hereinafter the "Purchase Agreement") between Jonathon Doctor and Barbara Doctor (Buyer) and The Chrisley Family Trust dated July 28, 2004 (Seller), which is incorporated herein by reference and shall serve as your escrow instructions. Buyer and Seller acknowledge that the Acceptance Date of the transaction is September 8, 2007. Escrow of the West's duties and responsibilities are limited to those paragraphs specified in the Purchase Agreement specifically outlining the duties that the Escrow Holder is be obligated to perform. All other terms and conditions in the Purchase Agreement matter between the parties only and Escrow Holder is not to be concerned with or liable for any obligations between the parties, their brokers, or items designated as "memoranda" in these instructions or with any other agreement or contract between the parties.

Provided Escrow Holder is in receipt of signed escrow instructions from all parties, signed Grant Deed and clearance of all funds on deposit, Escrow Holder is hereby directed to release immediately the sum of \$107,750.00 to the Seller herein to apply on the total purchase price of \$3,625,000.00, and the Seller's demand for cash at the close of escrow is hereby reduced accordingly. The undersigned acknowledge that this release prior to close of escrow is authorized regardless of the present condition of the above numbered escrow, the present condition of title as represented on any existing report or otherwise, and/or the ultimate closing of this escrow. In consideration of the foregoing instructions to release funds from this escrow prior to its close, the parties to this escrow, by execution of these instructions, do hereby agree to hold Escrow Holder and title insurer harmless from any claims, damages, costs and/or attorney's fees that may arise from the inability of this escrow upon the scheduled or extended date of close, if such inability arises from the title insurer named in these instructions not being able to issue a policy of title insurance in the form requested hereon. This hold harmless provision is based on the fact that between the time of release of funds from this escrow as instructed hereby, and the time that this escrow is scheduled to close, liens and other pertinent matters could possibly arise and/or record against the property to be conveyed hereunder, which Escrow Holder may not have sufficient funds to satisfy. Nothing herein shall be construed, however, to imply that Escrow Holder or title insurer suspect that such liens will arise. The undersigned further agree that Escrow Holder will not be responsible, nor requested, to aid in the recovery of said funds in the event this escrow is not consummated, any return of funds which may be required will be handled outside of escrow.

ADDITIONAL DEPOSIT OF FUNDS: Buyers hereby agree and acknowledge that buyers will deposit an additional \$11,000.00 in the form of a wire transfer or cashiers check into Escrow of the West on the 9th day of each month, beginning on October 9, 2007 for a period of upto 9 months which Escrow holder is hereby authorized and instructed to release to seller without any further authorization and instructions from either parties. Said \$11,000.00 which will be deposited every month into escrow is NOT part of the purchase price but an additional sum of money buyers are paying seller.

The General Provisions attached to these instructions are by reference incorporated herein and made a part hereof and have been read and approved by the parties to escrow. These Escrow Instructions are not intended to supersede the Purchase Agreement, but to carry out its terms and conditions in the consummating the purchase and sale, except as may be amended or modified by the written mutual agreement of the parties. In the event of a conflict between the terms of the Purchase Agreement with any term of the Escrow Instructions, the Purchase Agreement shall govern the parties and the Escrow Instructions and General Provisions shall govern the Escrow Holder.

NO HOMEOWNER'S ASSOCIATION(S): Seller warrants that there are no Homeowners Association(s) for subject property and Buyer and Seller, by placing their initials herein, agree that Escrow Holder is relieved of any responsibility and/or liability for Seller's nondisclosure of any Homeowner(s) Association(s).

Seller(s) Initials MD

Buyer(s) Initials _____

RESIDENTIAL PROPERTY REPORT: Seller agrees to furnish Buyer with a current Report of Residential Property Records and Pending Special Assessment Liens (9a Report) covering subject property as required by the City of Los Angeles.

MY INITIALS BELOW REPRESENT MY AGREEMENT AND ACKNOWLEDGMENT OF THE FOREGOING
SELLER(S) INITIALS MD BUYER(S) INITIALS _____

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

Seller will provide a current report or properly executed application for same to Escrow Holder with Seller's signed Escrow Instructions. If Seller provides the application only, Escrow Holder is instructed to forward it to the City of Los Angeles with a check for \$70.20. Said funds are to be issued from Buyer's funds on deposit in this escrow and charged to the Seller at the close of escrow.

Escrow Holder's responsibility shall be limited to filing the application, if necessary, with the Department of Building and Safety and delivery of the property report to Buyer prior to the close of escrow.

Buyer and Seller are aware and acknowledge that L.A. City Ordinance No. 144,942 provides that said Report be presented to the Buyer prior to the close of escrow. The ordinance further provides that should the Report reveal misrepresentation, concealment or material mistake by the owner, the transaction may be rescinded or cancelled at the option of the Buyer. If Escrow Holder has not received this Report by the close of escrow, Buyer and Seller hereby authorize Escrow Holder to close escrow without said 9a Report and agree to hold Escrow of the West harmless from all responsibility, liability, or claims in connection with any conflict which may arise between the parties concerning information disclosed in the Report. In the event there are any discrepancies on said Report, the parties agree to handle same outside of escrow, and Escrow Holder is not to be further concerned with this Report.

HOME PROTECTION PLAN: Seller agrees to provide Buyer with a one-year Home Protection Plan, issued by To Be Determined, Escrow Holder's only responsibility is to pay for said Home Protection Plan from proceeds due Seller at the close of escrow, at a cost not to exceed \$500.00. In the event the cost for said amount, any difference is to be paid by Buyer at the close of escrow.

NEW FIRE INSURANCE POLICY: It is the Buyer's obligation to ensure that any new or assigned fire insurance policy regarding the real or personal property in this escrow fully complies with the lenders requirements regarding amount, terms, payee(s), insured, etc., and is timely deposited with Escrow Holder. Escrow Holder is hereby instructed to pay from the buyers account the first year's premium at the close of escrow and may forward a copy of said policy to lender, if requested. Escrow Holder shall have no other responsibility in this regard. Buyer hereby acknowledges the obligation to verify the acceptance by the lender of any policy of insurance.

FINAL FUNDS: Please be advised that Escrow Holder will require deposit of Buyer's final funds FIVE (5) business days prior to the close of escrow, if funds are deposited in the form of a Cashier's Check; or Escrow Holder will require deposit of final funds TWO (2) business days prior to the close of escrow, if Buyer's funds are deposited by Wire Transfer. All final funds due from Buyer to close escrow in EXCESS OF \$100,000.00 MUST BE WIRE TRANSFERRED. Buyer's deposit of final funds with Escrow shall be satisfaction and removal of all contingencies and approval of loan terms and conditions and the lender's documents.

Final funds should be obtained from Buyer's Bank or Savings and Loan Association in either of the two following forms:

1. **CASHIER'S CHECK:** Cashier's checks must be issued by a Bank which is located in the State of California, issues their Cashier's Checks in the State of California, made payable to Escrow of the West in the amount requested by Escrow Holder.

Parties herein acknowledge that the following types of checks are NOT considered good funds and will be subject to check clearance (approximately 3 to 7 business days): Out of State Cashier's Checks, Drafts, Credit Union Checks, or Stock Brokerage Checks. (Personal checks and money orders are not acceptable for use by Escrow Holder as final funds at the close of escrow.)

- OR -

2. **WIRE TRANSFER:** Wires must be directed to:

CITY NATIONAL BANK

Sherman Oaks, California 91403
ATTN: WIRE DEPARTMENT

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SELLER(S) INITIALS *AMC*

BUYER(S) INITIALS _____

- 3 -

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007Routing Number/ABA # [REDACTED] 6066
Credit To: **ESCROW OF THE WEST**
Trust Account Number: [REDACTED]
Reference the Escrow Number: 2918-GH

Pursuant to Assembly Bill 512 (AB 512) known as the "Good Funds" legislation, which became effective January 1, 1990, the parties hereto are made aware that closing funds to be deposited by the Buyer and/or lender must be CLEARED funds prior to recordation (close of escrow). This law places some very specific constraints upon the time frames in which title companies may make funds available for disbursements. Buyer should ascertain from the lender the type of funding instrument that will be used to fund the new loan as the standard practice in this area is for the new lender to fund directly to the title company via wire transfer.

If the new lender is using a funding instrument which requires a hold, then the time period between funding and recording could be delayed up to Seven (7) Business Days.

Escrow Holder's requirements for funds to close this escrow may be different from those of the title company. Escrow of the West's specific requirements for funds to close this transaction are set forth above.

Buyer is aware that interest on any new loan funded in connection with this escrow shall accrue from the date of Lender's funding and that there may be a delay between the funding date and recording date due to the above "Good Funds" legislation. Escrow shall have no liability for the interest on any loan or for the early funding by the Lender.

PRORATING AUTHORIZATION: You will make all prorations and adjustments on the basis of a thirty (30) day month. The "Close of Escrow" with reference to said prorations and adjustments used in this escrow means the date on which documents are recorded, unless otherwise specified in writing.

PROPERTY TAX PRORATION: All parties acknowledge that they are aware of the following:

1. Escrow Holder will, at close of escrow, prorate real property taxes based upon the latest available tax figures in Escrow Holder's possession at close of escrow, as furnished by the parties, insuring title company, or based on 1.25% (.0125) of the purchase price if the taxes on the property are not currently segregated by the county tax assessor, from close of escrow to following July 1st (debit the Buyer and credit the Seller). Escrow Holder is to prorate based on the immediately preceding year's tax figures or as furnished to Escrow Holder, without liability on Escrow Holder's part as to their correctness;
2. The Tax Collector may issue supplemental tax bills for more than the amount so used for proration purposes, or in the event there has been an overpayment, the overpayment amount may not be refunded but may instead be held for the subsequent credit against the payment of future taxes on the subject property. In addition to acknowledging their awareness of the foregoing, all parties hereby agree that, any instruction in this escrow to the contrary notwithstanding, any overpayment or underpayment of taxes accruing because of the amount used by Escrow Holder for proration purposes at close of escrow shall be adjusted by and between the parties outside of escrow. Escrow Holder is hereby released from responsibility and/or liability of any kind in connection with any such overpayment or underpayment.

SUPPLEMENTAL TAXES: Buyer is aware that the property will be reassessed upon change of ownership. This will affect the taxes to be paid. A supplemental Tax Bill will be issued by the County Tax Assessor, which shall be paid as follows: (a) for periods after close of escrow (or after the current fiscal tax year if the 1.25% proration amount was used), by Buyer and (b) for periods prior to close of escrow, by Seller. In the event that Buyer's Lender requires Tax Impounds, Tax Collector will not furnish a copy of said bill to the Lender. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER OUTSIDE OF ESCROW.

FEDERAL TAX WITHHOLDING - FIRPTA: The sale of a U.S. real property interest by a foreign person is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorizes the United States to tax foreign persons on the sale of U.S. real property interests. Persons purchasing U.S. real property interests

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SELLER(S) INITIALS

BUYER(S) INITIALS _____

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

from foreign persons, certain purchasers' agents, and settlement officers are required to withhold 10 % of the amount realized. Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The Buyer is the withholding agent. The Buyer must find out if the Seller is a foreign person. If the Seller is a foreign person and the Buyer fails to withhold, the Buyer may be held liable for the tax.

Seller and Buyer agree to execute and deliver to Escrow Holder any instrument, affidavit and statement or to perform any act reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under. Seller herein certifies under penalty of perjury, that the information provided on said form is true, correct and complete. Buyer and Seller hereby agree to hold Escrow Holder harmless and indemnify Escrow Holder regarding compliance with this instruction.

STATE TAX WITHHOLDING: CAL-FIRPTA NOTIFICATION TO BUYER AND SELLER REGARDING TAX WITHHOLDING REQUIREMENTS OF CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662 AS AMENDED BY AB2065 ON SALE OF REAL PROPERTY: As of January 1, 2003, California law requires "pay as you go" (prepayment) of income tax by withholding of 3-113% on all sales or real property for individuals and nonindividual sellers or real property, whether resident or non-resident. (1) Sales price is not greater than \$100,000.00; (2) The property is a principal residence of the transferor; (3) The property will be replaced in a like kind 1031 tax deferred exchange; (4) Certain foreclosure transactions; or (5) Seller certifies that the sale will result in a loss for California tax purposes. Non-individual sellers; (1) Corporations with a permanent place of business in California; (2) Partnerships or LLCs; (3) Tax exempt entities, insurance companies, IRA'S or qualified pension plans; (4) irrevocable trusts with a California trustee; or (5) Estates with a California decedent or bank or banks acting as a fiduciary for a trust; may also certify under penalty of perjury that they are not subject to withholding due to one of the exemptions. The parties acknowledge that Escrow Holder will take no action regarding withholding without further mutual written instructions of buyer and seller in form satisfactory to escrow, together with completion of Franchise Tax Board forms. Section 18662 of California Revenue and Taxation Code has (as amended by AB2065) required a BUYER of real property to withhold under CAL FIRPTA if the above-described exemptions are not met.

For failure to withhold, the BUYER may become subject to a penalty in the amount equal to the greater of 10% of the amount required to be withheld or five hundred dollars (\$500.00). For additional information, contact: FRANCHISE TAX BOARD, WITHHOLD AT SOURCE UNIT, P.O. BOX 651, SACRAMENTO, CA 95812-0651, PHONE: (916) 845- 4900 OR Toll Free AT (888) 792-4900. Seller and Buyer hereby agree to comply with Section 18662 of California Revenue and Taxation Code as (as amended by AB2065), and Seller shall cause to be deposited into escrow such forms that maybe necessary for the parties hereto to be in compliance with said tax code, as expanded. Buyer and Seller agree to hold Escrow Holder harmless and indemnify them regarding compliance with this or any instruction and any claims that may be brought by any third-party.

TAX REPORTING/1099: As a condition to Escrow Holder's agreement to acts as Escrow agent in this transaction, certain information must be provided by the Sellers/Transferors to the Escrow Holder prior to the date of closing. Under the Tax Reform Act, Internal Revenue Service Code Section 6045(e), Escrow Holder will report the gross proceeds of an ownership interest in reportable real estate to the Internal Revenue Service ("IRS") the Seller/Transferor is required by law to furnish a correct Taxpayer Identification Number ("TIN") or Social Security Number to Escrow Holder. The Seller/Transferor is aware that the failure to do so may subject the Seller/Transferor to civil or criminal penalties. Each Seller/Transferor must provide a permanent address to which the Escrow Holder can mail the IRS Form 1099-S following the close of escrow.

In the event there is more then one Seller/Transferor, any allocation of the gross proceeds from the within transaction must be received by Escrow Holder prior to the date of closing. If Escrow Holder fails to receive a complete allocation or receives no allocation as to any Seller/Transferor, Escrow Holder must report the entire unallocated gross proceeds to that Seller/Transferor. If conflicting allocations are received, Escrow Holder must Report the entire gross proceeds on each Seller/Transferor's 1099-S Form to the IRS. Seller/Transferors' who are married or domestic partners on the closing date and who hold title to the subject property as tenants in common, joint tenancy or community property are treated for reporting purposes as a single Seller/Transferor.

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SELLER(S) INITIALS

BUYER(S) INITIALS _____


Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

PRELIMINARY CHANGE OF OWNERSHIP: Section 480.3 of the Revenue and Taxation Code requires that a "Preliminary Change of Ownership Report" be completed and certified by Buyer and filed concurrently with the Deed or other documents that reflect a change of ownership in real property. The Buyer herein agrees to complete and sign said report and deliver same to Escrow Holder for filing concurrently with Buyer's execution of these Escrow instructions. Escrow Holder shall forward same to the Title Insurance Company for submission to the recorder's office at the close of escrow. Buyer understands and acknowledges that the County Recorder's Office will charge an additional non-refundable fee of TWENTY DOLLARS (\$20.00) should the fully completed/certified report not accompany the conveyance document. In addition to this fee, there may be additional expenses incurred by Buyer outside of escrow or after the close of escrow as a result of Buyer's failure to file the fully completed/certified report. Buyer further understands and authorizes Escrow Holder to debit the Buyer's account for said TWENTY DOLLAR (\$20.00) at the close of escrow in the event the change of ownership statement is not deposited with Escrow Holder as provided for herein. Buyer herein certifies under penalty of perjury, that the information provided on said form is true, correct and complete.

FACSIMILE TRANSMISSIONS (FAX): In the event that Buyer and/or Seller transmit signed documents by FAX in this transaction, Buyer and/or Seller and/or each of them, agrees to accept and instructs Escrow Holder to accept such transmitted documents for all purposes the same as if it were signed original documents. Buyer and/or Seller agree to deliver, or cause to be delivered to Escrow Holder the signed originals of each FAXED document within TWENTY FOUR (24) hours following the FAXING thereof. Escrow Holder shall have no liability or responsibility to obtain said original executed faxed documents and shall have no liability or responsibility for the sufficiency or correctness as to form, content, manner of execution, authenticity of any signature, or validity of any FAX instruction or documents transmitted. Be advised that FAXED non-original documents are not acceptable by the County Recorder for recordation. Failure to provide Escrow Holder with signed original recording documents will prevent this escrow from timely closing.

CANCELLATION: In the event of cancellation the parties shall pay you a sum sufficient to pay for all costs and expenses which you may have incurred, including, but not limited to a cancellation fee for services rendered by you in an amount of \$500.00 up to the full amount of the escrow fee. In the event that this escrow does not close for any reason whatsoever, including without limitation, cancellation, following the original designated closing date, you may, as Escrow Holder, at your option, withdraw from any funds on deposit in escrow and pay to yourself a holding fee of \$50.00 for each calendar month or fraction thereof, that said undistributed funds are retained in escrow. **IN THE EVENT ANY PARTY REQUESTS CANCELLATION OF THIS ESCROW AT ANY TIME ALL SUCH PARTIES ARE AWARE THAT THIS ESCROW WILL NOT BE CONSIDERED CANCELLED AND NO FUNDS WILL BE DISBURSED UNTIL ESCROW HOLDER HAS RECEIVED MUTUALLY SIGNED CANCELLATION INSTRUCTIONS IN FORM SATISFACTORY TO ESCROW FROM ALL SUCH PARTIES, FOR EXAMPLE, BUYERS AND SELLERS AND AS MAY BE APPROPRIATE, BROKERS.**

Seller(s) Initials 


Buyer(s) Initials _____

SECTION 1031 EXCHANGES: If either party to this escrow intend on performing a tax deferred exchange under Section 1031 of the Internal Revenue Code, the parties agree to cooperate with each other in the execution of any and all related or necessary documents to accomplish said tax deferred exchange within the escrow, provided that the nonexchanging party shall not incur any costs in connection with said tax deferred exchange

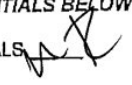
EACH PARTY SIGNING THESE ESCROW INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW INSTRUCTIONS AND GENERAL PROVISIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

SELLERS:

The Chrisley Family Trust dated July 28, 2004


 Michael Todd Chrisley, Trustee

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SELLER(S) INITIALS 

BUYER(S) INITIALS _____

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BUYERS:

Jonathon Doctor

Barbara Doctor

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007**ADDITIONAL ESCROW INSTRUCTIONS AND GENERAL PROVISIONS**

1. Your duty to act as Escrow Holder shall not commence until these instructions signed by all parties, are received by you. Until such time either party may unilaterally cancel, and, upon written request delivered to you, a party may withdraw funds and documents such parties previously handed to you, except as expressly limited by any Offer to Purchase, Deposit Receipt, C.A.R. Form, or any other form of Purchase Agreement between the parties received by you.
2. These escrow instructions and general provision may be executed in counterparts, each of which shall be deemed an original regardless of the date of this execution and delivery. All such counterparts together shall constitute one and same document.
3. Any and all further escrow instructions, supplements, or amendments to this transaction, shall also be governed by the terms and conditions of these escrow instructions and general provisions, except as may be amended or modified by the written mutual agreement of the parties and Escrow Holder.
4. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY CONTAINED IN THESE ESCROW INSTRUCTIONS, SUPPLEMENTS, OR AMENDMENTS, ESCROW HOLDER SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR THE SUFFICIENCY OR CORRECTNESS AS TO FORM, MANNER OF EXECUTION, OR VALIDITY OF ANY DOCUMENTS DEPOSITED INTO ESCROW, NOR AS TO THE IDENTITY, AUTHORITY, OR RIGHTS OF ANY PERSON EXECUTING THE SAME, OR FOR VERIFYING SIGNATURES; OR DETERMINING WHETHER THERE IS FALSE IMPERSONATION, FORGERY, FRAUD, OR THE SCOPE OF ANY AGENTS' AUTHORITY EITHER AS TO DOCUMENTS OF RECORD OR THOSE HANDLED IN THIS ESCROW. IF THE PARTIES OR LENDER SHOULD DESIRE THAT YOU VERIFY ANY SIGNATURE(S) ON INSTRUCTIONS, CHECKS, LOAN DOCUMENTS, OR OTHER ITEMS RECEIVED BY YOU, A SEPARATE WRITTEN ESCROW INSTRUCTION, MUST BE ENTER INTO THAT SPECIFICALLY EVIDENCES ESCROW HOLDERS AGREEMENT TO UNDERTAKE SUCH RESPONSIBILITY UPON THE PAYMENT OF AN ADDITIONAL FEE.
5. Signatures on any documents and instructions or the performance of any act "outside of escrow", you as Escrow Holder shall have no responsibility therefore, shall not be concerned therewith, and are specifically relieved of any obligation or liability relative thereto.
6. Your duties hereunder shall be limited to the safe keeping of such money and documents received by you as Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by you in this escrow. Escrow Holder shall not be liable for any damages, losses, costs or expenses incurred by any party in the handling and processing of escrow as a result of any act or failure to act made or omitted in good faith or for any action taken that Escrow Holder shall in good faith believe to be genuine. Further, escrow may consult with legal counsel and Escrow shall be protected in any act taken in good faith in accordance with advice of counsel.
7. Escrow Holder is authorized and directed to deposit any and all funds received in this escrow in an "Escrow Trust Account" with any state or national bank in the name of your company
8. If it is necessary, proper or convenient for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents, or both, handed you under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, savings and loan association, or licensed escrow agent, subject to your order at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.
9. You shall not be liable or responsible for any loss that may occur by reason of forgeries, fraud or false representations made by or involving third parties, principle's agents, or principles to this escrow. You shall also not be liable or responsible for making any determination as to the legal competency of any principals executing escrow documents.
10. You are not to be held responsible in any way whatsoever for any personal property tax which may be assessed against any former or present owner of the subject property described in these escrow instructions, nor for the corporation or license tax of any corporation as a former or present owner.
11. Time is of the essence in these instructions. In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, or any extension thereof, you are instructed to complete the same at the earliest possible date thereafter, unless we or either of us has made written demand upon you for the return of the money and/or instruments deposited by either of us, in which case you may withhold and stop all further proceedings in this escrow, without liability upon your part for interest on funds held or for damages, until mutual cancellation instructions signed by all parties shall have been deposited in this escrow. Whereupon you are then instructed to disburse escrowed funds and instruments accordingly, less your deduction for escrow charges, expenses and fees per your current fee schedule or as incurred to the respective parties hereto whereupon this escrow will without further notice be considered terminated.
12. Your Escrow Holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or cancelled within the described six (6) month period, you shall have no further obligations as Escrow Holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court or competent jurisdiction or as otherwise provided under the law.
13. Escrow Holder with out liability may furnish a copy of these instructions, amendments, notice of cancellation and closing statements to any lender@) or real estate broker@) referenced in this escrow. On written instructions of the parties copies of said documents may also be furnished to parties designated attorneys and accountants. Further, Escrow Holder's delivery of any document or information to a party's broker, agent, or designated agent in this escrow shall constitute delivery of same to that party.

MY INITIALS BELOW REPRESENT MY AGREEMENT AND ACKNOWLEDGMENT OF THE FOREGOING

SELLER(S) INITIALS

BUYER(S) INITIALS _____

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Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

15. You are instructed to provide title to the subject real property in the condition identified in the escrow instructions by the parties. However, you are not required to submit any title report issued in connection with this escrow to any party or agent unless directed to do so by mutual written instructions. You may, however, do so without incurring liability to any party for such submission. You are hereby authorized to submit such report to any proposed lender, and are authorized to deliver assurances of title, and insurance policies, if any, to hold or for senior encumbrances or order, or if there are no encumbrances, then to the Buyer or his order.

16. You shall conduct no lien or title search of personal property regarding the sale or transfer of any personal property through this escrow. Should the parties desire that you conduct a lien or title search of personal property, the parties or lender requesting the same shall enter into a separate and specific written agreement which evidences Escrow Holder's agreement to undertake such responsibility upon the payment of additional fees.

17. The parties authorize the recordation of any instrument delivered through this escrow if necessary or proper for the issuance of the required policy of title insurance or for the closing of this escrow. Funds, instructions or instruments received in this escrow may be delivered to, or deposited with any title insurance company or title company to comply with the terms and conditions of this escrow. Recording fees shall be charged to the account of the benefited party.

18. You are not responsible for the contents or accuracy of any beneficiary demands and/or beneficiary statements delivered to you by the existing lien holders. You are not required to submit any such beneficiary statements and/or demand to the parties for approval before the close of escrow unless expressly instructed to do so in writing. Should the parties desire to pre-approve any such beneficiary statement and/or demand, the parties requesting the same shall deliver separate and specific written escrow instructions to you. Seller is aware that interest on existing loans are paid in arrears, and that their account will be charged interest on the payoffs of existing loans until the lender received the payoff funds from the title company after the close of escrow. The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions.

19. You are not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to lender. The parties understand and agree that you do not interpret or explain loan documents, nor are you involved or concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a lender. You are instructed to comply with only the portion of any lenders instructions pertaining to usual escrow functions, and are not required or responsible in anyway for performing title functions. You are authorized and instructed to forward lenders instructions regarding title and recording functions to the Title Company in this transaction for performance in Title Company's capacity as recorder, abstractor of title and/or sub-escrow.

20. You shall not be responsible in any way whatsoever nor are you to be concerned with any question of usury in any loan or encumbrance, whether new or of record, which may arise during the processing of this escrow.

21. All parties agree that so far as your rights and liability in this transaction is as an escrow and no other legal relation and you are an Escrow Holder only on the within express terms, and you shall have no responsibility of notifying me or any other party to this escrow of any sale, resale, loan, exchange or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent) and parties to this and/or any other escrow included, in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow. Escrow shall not be required to take any action in connection with the collection, maturity or apparent outlay of any obligations deposited in this escrow, unless otherwise instructed.

22. Where the assignment of any insurance policy from Seller to Buyer in concerned, Seller represents and warrants, and you shall be fully protected in assuming that, as to any insurance policy handed you, such policy is in force, has not been hypothecated, and all necessary premiums therefore have been paid. You will transmit for assignment any insurance policy handed you for use in this escrow, but you shall not be responsible for verifying the acceptance of the assignment and policy by the insurance company. ESCROW HOLDER WILL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OF THE REQUEST FOR ASSIGNMENT BY THE ISSUING COMPANY. YOU ARE HEREBY PLACED ON NOTICE THAT IF THE INSURANCE COMPANY SHOULD FAIL TO RECEIVE SAID ASSIGNMENT; THE ISSUING COMPANY MAY DENY COVERAGE FOR ANY LOSS SUFFERED BY BUYER. IT IS THE OBLIGATION OF THE BUYER OR HIS REPRESENTATIVE TO VERIFY THE ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE ISSUING COMPANY.

23. In addition to the County Documentary Transfer Tax currently charged to the Seller, Escrow Holder is authorized and instructed to debit the account of the Seller for any transfer tax that may be imposed by the City in which the subject property of this escrow is located.

24. You are to use your usual document forms or the usual forms of any title insurance company or title company and in our instructions insert dates and terms on the instruments if incomplete when executed.

25. If the date by which a Buyer's or Seller's performance is due is other than your regular business day, such performance shall be due on your next succeeding business day.

26. NO NOTICE, DEMAND, CHANGE IN INSTRUCTION, AMENDMENT, SUPPLEMENT OR MODIFICATION OF THESE ESCROW INSTRUCTIONS SHALL BE OF ANY EFFECT IN THIS ESCROW UNTIL DELIVERED IN WRITING BY ALL PARTIES AFFECTED THEREBY. If conflicting demands are made upon you or notice is served upon you of any controversy or legal action between the parties or third person(s) in connection with this escrow, you shall not be required to determine the same or take any action, but shall have the absolute right to withhold and stop all further proceedings in and performance of this escrow without liability until a mutual writing evidencing resolution of the controversy or order of a court of competent jurisdiction, in form satisfactory to you is deposited into Escrow. You may also, at your sole discretion, bring an action in interpleader or declaratory relief, and are instructed and authorized to deposit any documents or funds with the court pursuant to any such action, less your escrow fees and costs incurred to date.

MY INITIALS BELOW REPRESENT MY AGREEMENT AND ACKNOWLEDGMENT OF THE FOREGOING

SELLER(S) INITIALS

BUYER(S) INITIALS _____

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

27. The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including, but not limited to, courier fees, attorneys' fees and costs, third-party vender fees for services performed for this escrow, and escrow fees set forth in your current fee schedule for the services rendered by you. The parties agree that such costs and expenses shall be paid from funds already on deposit or deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses, costs and fees may be apportioned between Buyer and Seller in a manner which, in your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual cancellation instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments in form satisfactory to you, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instruction, order or judgment and accompanying writ and this escrow shall, without further notice be considered terminated and cancelled.

28. IF YOU ARE REQUIRED TO RESPOND TO ANY LEGAL SUMMONS OR PROCEEDING OR IF ANY ACTION IN INTERPLEADER OR DECLARATORY RELIEF IS BROUGHT BY OR AGAINST YOU, WE JOINTLY AND SEVERALLY AGREE TO PAY ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES EXPENDED OR INCURRED BY YOU. A LIEN IS HEREBY CREATED IN YOUR COMPANY'S FAVOR TO COVER SAID ITEMS. WE AGREE TO SAVE YOU HARMLESS AS ESCROW HOLDER HEREUNDER FROM ALL LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED BY REASON OF ANY ACTION, LEGAL OR OTHERWISE, WHICH MAY IN ANY WAY ARISE OUT OF THIS ESCROW, BEFORE OR AFTER CLOSING OR CANCELLATION, NOTWITHSTANDING ANYTHING IN THESE INSTRUCTIONS TO THE CONTRARY.

29. IN THE EVENT ANY PARTY TO THIS ESCROW, OR YOU AS ESCROW HOLDER, INSTITUTES OR DEFENDS ANY LITIGATION ARISING OUT OF THIS ESCROW, AT LAW OR EQUITY, THE PREVAILING PARTY, AS DETERMINED BY THE COURT, SHALL IN ADDITION TO SUCH OTHER RELIEF AS MAY BE AWARDED, BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES OF SUCH LITIGATION.

30. The buyer and seller acknowledge that depending on the type (Commercial or Residential) and location (City) of real property involved in this escrow, there may be disclosure(s) as well as civil ordinance requirement(s) that would affect the transfer of the real property. Escrow Holder urges both the buyer and the seller to seek appropriate counsel from an attorney or licensed broker to ascertain what disclosures and/or civil ordinances, if any, need to be complied with prior to the close of escrow, outside of the escrow as between the buyer and seller. The buyers and sellers' signature upon these instruction shall be deemed evidence to the Escrow Holder that the buyer and seller have obtained independent counsel, are aware of any disclosures/civil ordinance requirements and will comply with same outside of this escrow. Unless otherwise instructed in writing to the contrary within the body of the escrow instructions, Escrow Holder shall have no responsibility or liability in connection herewith and is released from liability in connection with the compliance of any such disclosure.

31. You are not to be responsible or liable for the validity, regularity or sufficiency of municipal residential property reports, or retro-fixed standards to be complied with upon the transfer of real property. You are instructed to forward request for Residential Property Report or Certificate of Compliance as handed to you to the appropriate governmental agency. You are to charge Seller with any fee to file such document. You are not to be responsible or liable for the validity, regularity or sufficiency of any of this documentation nor liable or responsible for the timeliness of the response of any governmental agency or for timeliness for filing any such documents.

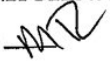
32. You are not to be concerned with the giving of any disclosures except as expressly required by Federal or State law to be given by an escrow agent. Neither are you to be concerned with the effect of zoning ordinances, land division regulations, or building restrictions which may pertain to or affect the land or improvements that are the subject of this escrow. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any other law regulating land division, and you as Escrow Holder are relieved of all responsibility and/or liability in connection therewith, and are not to be concerned with the enforcement of said law. Your signatures to this instruction shall be deemed evidence that each of you, respectively are aware of any such requirements and Escrow Holder is released from liability in connection with the compliance of any such disclosure.

33. Escrow shall not make any physical examination or inspection of any real and/or personal property described in these instructions or in any instrument or document deposited herewith. The parties to this escrow hereby, expressly acknowledge that you are not to be responsible nor liable for the sufficiency, validity, or content of any disclosures between the parties to this escrow regarding the physical condition of any real and/or personal property and that you make no warranties or representations, in any manner whatsoever regarding the habitability or physical condition of any real and/or personal property. Further, Escrow is not to be concerned with any environmental issue, mold (fungus) disclosure or water intrusion in connection with any real and/or personal property involved in this escrow, whatsoever, and Escrow is released of liability and responsibility and is indemnified and held harmless in connections herewith.

34. In the event that the total consideration in this escrow is to be paid by "one party" to the other in the form of a Note Secured by a Deed of Trust in favor of "the other party and as a result thereof this transaction falls under the preview of the provisions of the Real Estate Settlement Procedures Act of 1974 (RESPA), the other party agrees to comply with the provisions of said act Outside of Escrow and you as Escrow Holder are not to be concerned therewith or in anyway liable on the account a parties failure to comply with RESPA.

35. If the parties to this escrow unilaterally assigns or orders the proceeds of this escrow to be paid to other than the original parties to this escrow, such assignment or order shall be subordinated to the expenses of this escrow, liens of record on the subject property, and payments directed to be made by original parties together. If the result of such assignment or order would be to leave the escrow without sufficient funds to close, then you are directed to close nevertheless, and to pay such assignments or orders out of the net proceeds to accept for such assignment or order and to pay them in the order in which such assignment or orders are received by you. In the event of any assignment or transfer of interest by operation of law, with or without the approval or consent of any or all of the parties hereto, you shall retain the right to deduct any and all escrow costs, fees and expenses provided for herein or per your current fee schedule from said assigned or transferred funds, properties or rights, said assignments or transfers not withstanding.

MY INITIALS BELOW REPRESENT MY AGREEMENT AND ACKNOWLEDGMENT OF THE FOREGOING

SELLER(S) INITIALS 

BUYER(S) INITIALS _____

_0919144124_001.pdf for Printed Item: 25 (Attachment 3 of 3)

Escrow of the WestESCROW NO.: 2918-GH
DATE: September 14, 2007

36. In the event of any failure to pay fees, costs or expenses due hereunder, on demand the parties agree to pay a reasonable fee for any attorney services which may be required to collect such fees, costs, or expenses or as the court may otherwise determine.

37. If any check submitted to Escrow is dishonored upon presentment for payment, you are authorized to notify all parties and/or their respective agents and any other person or entity you deem in your sole discretion necessary to notify of such nonpayment. The parties shall reimburse Escrow Holder any costs or expenses in connection therewith. Further, should Escrow Holder disburse more funds to or for the benefit of any party than they are entitled to receive, or the escrow has a shortage to or for the benefit of any party, the receiving or benefiting party agrees to repay Escrow the amount of the overpayment or shortage within five days of demand, after which interest shall accrue at the rate of ten percent (10%) per annum. If legal action is instituted to collect any such amount, the prevailing party shall be awarded all expenses incurred, including, attorneys' fees and costs as may be determined by the court.

38. These instructions are to be construed and interpreted according to California Law. NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR OCCURRED, UNDER THIS ESCROW OR IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW, UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR ANY CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.

39. Fees and charges agreed upon for your services shall be considered compensation for ordinary services as contemplated by these instructions. If the conditions of this escrow are not promptly fulfilled by the parties, or if you render any service not provided in these instructions, or if the parties request a substantial modification of its terms; or if any controversy arises, or if you are made a party to, or intervene in, or required to participate in any mediation, arbitration or litigation, including an interpleader action, pertaining to this escrow or its subject matter, prior to, during, or after the close of escrow, you shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses incurred by you, including any legal fees or costs incurred whether litigation is filed or not and costs and expenses occasioned by the default, delay, controversy, mediation, arbitration or litigation. You shall have the right to retain all funds or documents and/or other things of value at any time held by you in escrow until such compensation, fees, costs and expenses shall be paid.

40. At anytime prior to the close of escrow, you may, at your sole option, and without liability to the principles, give written notice to the parties and resign from the escrow, as Escrow Holder. You shall be entitled to be reasonably compensated for the escrow service performed and all costs and expenses incurred up to resignation. The balance of any funds, property or documents shall be returned to the parties who deposited same or forwarded to a new Escrow Holder as mutually designated in writing by the parties.

41. In these escrow instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural. Further, the terms "you", "escrow", and "Escrow Holder" shall mean Escrow of the West.

42. The parties to these escrow instructions authorize you to destroy these instructions and all other instructions and records in this escrow at any time after five (5) years from the close of escrow, cancellation, or date of the last activity without liability and without further notice to the parties.

43. THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT YOU, AS ESCROW HOLDER, ARE NOT AUTHORIZED TO PRACTICE THE LAW NOR DO YOU GIVE FINANCIAL ADVICE. THE PARTIES ARE ADVISED TO SEEK LEGAL AND FINANCIAL COUNSEL AND ADVICE CONCERNING THE EFFECT OF THESE ESCROW INSTRUCTIONS, ANY LOAN DOCUMENTS, OR FINANCIAL TAX DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT NO REPRESENTATIONS ARE MADE BY YOU ABOUT THE LEGAL SUFFICIENCY, LEGAL CONSEQUENCES, FINANCIAL EFFECTS OR TAX CONSEQUENCES OF THE WITHIN ESCROW TRANSACTION.

44. I/We agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

45. **PRIVACY NOTICE:** This notification is in compliance with our obligations to comply with federal and state law to safeguard your nonpublic personal information. We collect nonpublic personal information about you from the following sources:

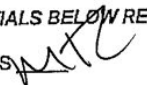
1. Information we receive from you on applications or other forms;
2. Information about your transactions with us, our affiliates, or others involved in the processing of your transaction; and
3. Information we receive from a consumer-reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal information.

NOTICE: ESCROW OF THE WEST, WHO IS SERVING AS YOUR ESCROW HOLDER AND THE CONTROLLING PRINCIPALS OF ESCROW OF THE WEST HAVE OWNERSHIP INTERESTS IN AFFILIATED PROVIDERS OF ESCROW, MORTGAGE, BROKERAGE, EXCHANGE, LENDING, AND FORECLOSURE TRUSTEE SERVICES. WE AT ESCROW OF THE WEST DISCLOSE THAT IT MAY BE IN THE FINANCIAL INTEREST TO REFER BUSINESS TO OUT AFFILIATES: PEAK FINANCE COMPANY, PEAK FINANCIAL PARTNERS, INC., ACCOMMODATOR FINANCE COMPANY, PANOREX REALTY, INC., PANOREX COMMERCIAL, ASSET FORECLOSURE SERVICES, INC., AND SHORT SALE & WORKOUT, INC.

46. **SELLER(S) ONLY:** The foregoing terms, provisions, conditions, and instructions, and these "Additional Escrow Instructions and General Provisions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above which you are authorized to deliver when you hold for my account the sums set forth in this escrow within the time as above provided, pay your escrow charges, costs and expenses, recording fees, charges for evidence of title as called for, whether or not this escrow is

MY INITIALS BELOW REPRESENT MY AGREEMENT AND ACKNOWLEDGMENT OF THE FOREGOING

SELLER(S) INITIALS 

BUYER(S) INITIALS _____

_0919144124_001.pdf for Printed Item: 25 (Attachment 3 of 3)

Escrow of the West

ESCROW NO.: 2918-GH
DATE: September 14, 2007

consummated, except those Buyer agrees to pay. You are hereby authorized to pay bonds, assessments, taxes and any other liens of record to show title as called for, affix documentary tax on deed as required, without further instructions.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW INSTRUCTIONS AND GENERAL PROVISIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

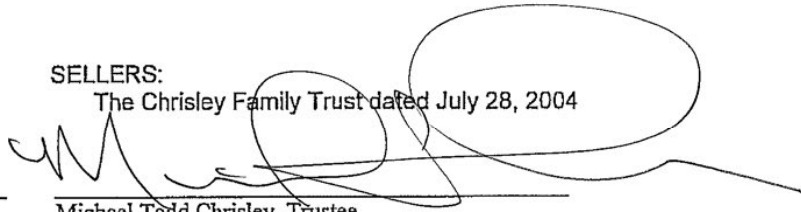
BUYER'S:

Jonathon Doctor

Barbara Doctor

SELLERS:

The Chrisley Family Trust dated July 28, 2004



Michael Todd Chrisley, Trustee

_0919144124_001.pdf for Printed Item: 25 (Attachment 3 of 3)

RECORDING REQUESTED BY:
Escrow of the West

AND WHEN RECORDED MAIL TO:

Jonathon and Barbara Doctor

Order No. [REDACTED]
Escrow No. 2918-GH
Parcel No. [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES THAT DOCUMENTARY TRANSFER TAX IS \$NOPR and CITY \$NOPR

- ☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at the time of sale.
☐ unincorporated area: **X Los Angeles, and**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Michael Todd Chrisley, Trustee of The Chrisley Family Trust dated July 28, 2004

hereby GRANTS to **Jonathon Doctor and Barbara Doctor,**

the following described real property in the County of **Los Angeles**, State of California:

32 of Block 3 of Tract no. 9835 in the City of Los Angeles, County of Los Angeles, State of California as per map recorded in Book 138 Pages 65 & 66 of Maps in the Office of the County Recorder of Los Angeles County, .

Date September 19, 2007

The Chrisley Family Trust dated July 28, 2004

By: Michael Todd Chrisley, Trustee

STATE OF CALIFORNIA }
COUNTY OF } S.S.

On September 19th, 2007 before me, Michael Chrisley

personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____



Mail Tax Statement to: SAME AS ABOVE or Address Noted Below

_0919144124_001.pdf for Printed Item: 25 (Attachment 3 of 3)



Date: September 19, 2007

Escrow No.: 2918-GH

Escrow Officer: Gail Hershowitz

RE: [Redacted] Los Angeles, CA 90024

COMMISSION INSTRUCTIONS

Upon close of escrow, from funds received and/or held by you on my behalf you are instructed to pay the following commission:

You are to distribute said commission as set forth below, unless subsequently instructed by said Broker(s) as to a different division of said commission.

Coldwell Banker - Hancock Park North

[Redacted]
a licensed real estate broker, the sum of

and also pay

Bel Air Holmby Properties

a licensed real estate broker, the sum of

~~\$90,625.00~~

\$90,625.00

*Listing agent receives 1.75%
less 25% Referral fee
Back to Chesley asset
Mgmt.*

63,437.50

The Chrisley Family Trust dated July 28, 2004

By: Michael Todd Chrisley, Trustee

Disbursements made to payees other than those listed above are made at the written request of the undersigned Brokers as an accommodation only. Escrow of the West assumes no liability nor responsibility for confirming the validity of real estate licenses held by parties to whom such disbursements are made.

APPROVED BY:Agent: Dianna Knox/Betsy Mulloy
Broker: Coldwell Banker - Hancock Park North

Broker: Bel Air Holmby Properties

By: _____

By: _____

License No:

License No:

Address:

Phone No:

Escrow of the West

CONTINGENCY INFORMATION

Escrow No.:	2918-GH	Closing Date:	January 8, 2008
Property Address:	[REDACTED] Los Angeles, CA 90024	Acceptance Date:	September 8, 2007
Buyer:	Jonathon Doctor	Seller:	The Chrisley Family Trust dated July 28, 2004

For your convenience and information, some of the contingency dates that appear in the body of your California Residential Purchase Agreement and Joint Escrow Instructions appear below. Please note that Escrow Holder is furnishing this sheet as a courtesy only. Escrow Holder neither guarantees the accuracy of this information nor represents that the following is a complete and comprehensive list of all contingencies provided for in the agreement. All parties are advised to verify this information independently.

IMPORTANT NAMES/NUMBERS

ESCROW OFFICER:	Gail Hershowitz	TITLE COMPANY:	Equity Title Company
Phone:	[REDACTED]	Title Officer:	Linda Ruiz
ESCROW ASSISTANT(S):	Crystal Swiger	Order No.:	LA0732073
Phone:	[REDACTED]	Phone No.:	[REDACTED]
LISTING AGENT:	Diana Knox/Betsy Malloy	SELLING AGENT:	Eugene Leoni
Phone:	[REDACTED]	Phone:	[REDACTED]

IMPORTANT DATES:**DATE:**

Buyer:	Initial Deposit	5:00 p.m.	9/11/07
Buyer:	Increased Deposit (if applicable)	5:00 p.m.	\$11,000.00 on 9 th of each month start 10/9/07 for 9 months
Buyer	Due Diligence	5:00 p.m.	9/18/07
Seller:	Termite Report	5:00 p.m.	9/15/07
Seller:	Disclosure Reports	5:00 p.m.	9/15/07
Seller:	Preliminary Title Report	5:00 p.m.	9/15/07
Buyer:	Disapproval of Seller Disclosures	(5) days from receipt	
Buyer:	Disapproval of Preliminary Title Report	(5) days from receipt	
Buyer:	Disapproval of Lead Based Paint	(5) days from receipt	

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	§	Case No. 13-56132-SMS
	§	
MICHAEL TODD CHRISLEY	§	
	§	
	§	
Debtor(s)	§	

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

Jason L. Pettie, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned:	\$4,211,000.00	Assets Exempt:	\$29,663.98
<i>(without deducting any secured claims)</i>			
Total Distributions to Claimants:	\$1,007,028.26	Claims Discharged Without Payment:	\$37,565,771.61
Total Expenses of Administration:	\$162,782.07		

3) Total gross receipts of \$1,169,810.33 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$1,169,810.33 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from Exhibit 3)	\$491,796.73	\$2,865,375.01	\$3,778,531.45	\$915,206.44
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from Exhibit 4)	NA	\$164,292.77	\$162,782.07	\$162,782.07
Prior Chapter Admin. Fees and Charges (from Exhibit 5)	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From Exhibit 6)	\$595,227.96	\$1,145,271.49	\$588,705.23	\$91,821.82
General Unsecured Claims (from Exhibit 7)	\$34,150,396.42	\$27,942,311.0 9	\$27,849,938.2 7	\$0.00
Total Disbursements	\$35,237,421.11	\$32,118,805.5 1	\$32,379,957.0 2	\$1,169,810.3 3

4). This case was originally filed under chapter 7 on 08/31/2012. The case was pending for 71 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 07/03/2018

By: /s/ Jason L. Pettie

Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT****EXHIBIT 1 – GROSS RECEIPTS**

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2010 Landrover Range Rover Vin [REDACTED] 4217 34,331 miles	1129-000	\$5,557.00
Cash	1129-000	\$100.00
Clothing	1129-000	\$10,650.00
platinum wedding band	1129-000	\$1,300.00
Chubb insurance claim (prepetition claim rec'd payment in 12/13)	1221-000	\$96,998.36
Brookhaven Bank stock (100,000 shares)	1229-000	\$1,005,703.33
Fraudulent transfer claims against Julie Chrisley	1241-000	\$43,001.64
Interest in Walton County, FL action regarding possessory interest in Watercolor vacation home	1249-000	\$6,500.00
TOTAL GROSS RECEIPTS		\$1,169,810.33

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
7	Wells Fargo Bank, N.A.	4110-000	\$0.00	\$1,269,900.00	\$1,269,900.0 0	\$0.00
9	LNV Corp. as assignee of	4110-000	\$0.00	\$50,000.00	\$50,000.00	\$0.00
10	LNV Corp. as assignee of	4110-000	\$0.00	\$1,543,425.01	\$1,543,425.0 1	\$0.00
13	Department of the Treasury	4300-000	\$0.00	\$2,050.00	\$2,050.00	\$2,050.00
	Athens First	4110-000	\$491,796.73	\$0.00	\$0.00	\$0.00
	State Bank & Trust Company	4210-000	\$0.00	\$0.00	\$913,156.44	\$913,156.44
TOTAL SECURED CLAIMS			\$491,796.73	\$2,865,375.01	\$3,778,531.4 5	\$915,206.44

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Jason L. Pettie, Trustee	2100-000	NA	\$58,344.31	\$56,833.61	\$56,833.61

Sherry F. Chancellor, Trustee	2100-000	NA	\$1,510.70	\$1,510.70	\$1,510.70
Jason L. Pettie, Trustee	2200-000	NA	\$87.80	\$87.80	\$87.80
Sherry F. Chancellor, Trustee	2200-000	NA	\$44.45	\$44.45	\$44.45
International Sureties, Ltd	2300-000	NA	\$358.79	\$358.79	\$358.79
	2600-000	NA	\$30.73	\$30.73	\$30.73
Integrity Bank	2600-000	NA	\$9,220.44	\$9,220.44	\$9,220.44
Clerk U.S. Bankruptcy Court	2700-000	NA	\$293.00	\$293.00	\$293.00
INTERNAL REVENUE SERVICE	2810-000	NA	\$11,640.00	\$11,640.00	\$11,640.00
Georgia Dept of Revenue	2820-000	NA	\$3,599.00	\$3,599.00	\$3,599.00
INTERNAL REVENUE SERVICE	2990-000	NA	\$6,749.07	\$6,749.07	\$6,749.07
Jason L. Pettie, P.C., Attorney for Trustee	3110-000	NA	\$4,426.00	\$4,426.00	\$4,426.00
Schulten, Ward & Turner, LLP, Special Counsel for Trustee	3210-600	NA	\$29,176.75	\$29,176.75	\$29,176.75
Smith, Gambrell & Russell, LLP, Special Counsel for Trustee	3210-600	NA	\$14,319.50	\$14,319.50	\$14,319.50
Schulten, Ward & Turner, LLP, Special Counsel for Trustee	3220-610	NA	\$988.11	\$988.11	\$988.11
Smith, Gambrell & Russell, LLP, Special Counsel for Trustee	3220-610	NA	\$696.85	\$696.85	\$696.85
Stonebridge Accounting & Forensics LLC, Accountant for Trustee	3410-000	NA	\$22,653.00	\$22,653.00	\$22,653.00
Stonebridge Accounting & Forensics LLC, Accountant for Trustee	3420-000	NA	\$154.27	\$154.27	\$154.27
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		NA	\$164,292.77	\$162,782.07	\$162,782.07

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
1	Department of the Treasury	5800-000	\$0.00	\$556,566.26	\$0.00	\$0.00
13a	Department of the Treasury	5800-000	\$595,227.96	\$588,705.23	\$588,705.23	\$91,821.82
	Fulton County Tax Collector	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
	Oconee County Tax Collector	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
	Walton County Tax Collector	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY UNSECURED CLAIMS			\$595,227.96	\$1,145,271.49	\$588,705.23	\$91,821.82

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
1a	Department of the Treasury	7100-000	\$0.00	\$92,372.82	\$0.00	\$0.00
2	American Express Centurion Bank	7100-000	\$8,288.59	\$20,755.41	\$20,755.41	\$0.00
3	Rinik Homes, Inc.	7100-000	\$117,500.00	\$220,000.00	\$220,000.00	\$0.00
4	MJ&H	7100-000	\$2,548.38	\$2,610.87	\$2,610.87	\$0.00
5	RES-GA Buckhead, LLC	7100-000	\$23,257,416.00	\$24,114,348.62	\$24,114,348.62	\$0.00
6	Brendan & Ruth Roche	7100-000	\$800,000.00	\$800,000.00	\$800,000.00	\$0.00
7a	Wells Fargo Bank, N.A.	7100-000	\$0.00	\$148,221.76	\$148,221.76	\$0.00
8	Midtown Bank & Trust Co.	7100-000	\$214,167.95	\$945,521.54	\$945,521.54	\$0.00
9a	LNV Corp. as assignee of	7100-000	\$499,564.59	\$1,493,425.01	\$1,493,425.01	\$0.00
11	Bloom Law	7100-000	\$31,960.98	\$34,392.78	\$34,392.78	\$0.00
13b	Department of the Treasury	7300-000	\$0.00	\$70,037.18	\$70,037.18	\$0.00
14	Glenayre Home Owners Association	7200-000	\$0.00	\$625.10	\$625.10	\$0.00
	Apex	7100-000	\$133.45	\$0.00	\$0.00	\$0.00
	Athens First Card Services	7100-000	\$13,014.78	\$0.00	\$0.00	\$0.00
	Auto Express Financing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bryan M. Knight	7100-000	\$30,000.00	\$0.00	\$0.00	\$0.00

Chamberlain Hrdicka and White	7100-000	\$12,250.00	\$0.00	\$0.00	\$0.00
Chrisley Asset Management, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
City of Alpharetta	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Embassy National Bank	7100-000	\$278,000.00	\$0.00	\$0.00	\$0.00
Forrest General Hospital	7100-000	\$8,544.68	\$0.00	\$0.00	\$0.00
Fulton County Clerk of Superior Court	7100-000	\$2,627.25	\$0.00	\$0.00	\$0.00
Fulton County Tax Collector	7100-000	\$4,733.14	\$0.00	\$0.00	\$0.00
Georgia Federal Credit Union	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Glenayre Homeowners Assn	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Greenberg Traurig Forum	7100-000	\$95,573.82	\$0.00	\$0.00	\$0.00
HFP Group, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Jason Fisher	7100-000	\$22,634.00	\$0.00	\$0.00	\$0.00
Julie Chrisley	7100-000	\$4,400,000.00	\$0.00	\$0.00	\$0.00
LKC, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
LNV	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
LNV	7100-000	\$499,225.94	\$0.00	\$0.00	\$0.00
LNV	7100-000	\$100,000.00	\$0.00	\$0.00	\$0.00
LNV Corporation	7100-000	\$230,000.00	\$0.00	\$0.00	\$0.00
Lot 46 Watersound, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Mann Law Firm	7100-000	\$16,078.87	\$0.00	\$0.00	\$0.00
Mark Stephen Braddock	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Michael Todd Desgins, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Midtown Bank	7100-000	\$15,000.00	\$0.00	\$0.00	\$0.00
National Registered Agents, Inc.	7100-000	\$567.00	\$0.00	\$0.00	\$0.00
National Registered Agents, Inc.	7100-000	\$567.00	\$0.00	\$0.00	\$0.00
Regions Financial Corp f/k/a Integrity	7100-000	\$1,000,000.00	\$0.00	\$0.00	\$0.00

Rialto Capital Advisors, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
Select Real Estate Holdings, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
South Fulton Land Investments, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
State Bank & Trust Company	7100-000	\$1,200,000.00	\$0.00	\$0.00	\$0.00
United Community Bank	7100-000	\$1,290,000.00	\$0.00	\$0.00	\$0.00
TOTAL GENERAL UNSECURED CLAIMS		\$34,150,396.42	\$27,942,311.0 9	\$27,849,938. 27	\$0.00

FORM 1
 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
 ASSET CASES

Page No: 1

Exhibit 8

Case No.: 13-56132-SMS
 Case Name: CHRISLEY, MICHAEL TODD
 For the Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
 Date Filed (f) or Converted (c): 08/31/2012 (f)
 §341(a) Meeting Date: 10/03/2012
 Claims Bar Date: 01/04/2013

1	2	3	4	5	6	
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets	
Ref. #						
1	VOID	\$0.00	\$0.00		\$0.00	FA
2	██████████ Ave Alpharetta, GA 30022	\$378,000.00	\$0.00	OA	\$0.00	FA
3	████████████████████ Atlanta, GA	\$85,000.00	\$0.00	OA	\$0.00	FA
4	████████████████████ Roswell, GA 30075	\$1,900,000.00	\$0.00	OA	\$0.00	FA
5	████████████████████ Seneca, SC 29678	\$1,098,000.00	\$0.00	OA	\$0.00	FA
6	████████████████████ Atlanta, GA 30308	\$750,000.00	\$0.00	OA	\$0.00	FA
7	Cash	\$100.00	\$100.00		\$100.00	FA
8	Chase Checking acct #1802 a/o 8/15/12 -\$55	\$0.00	\$0.00		\$0.00	FA
9	Per Prenuptial Agreement 5/22/96 and amendments thereto dated 8/27/04 and 7/22/05, all personal property is property of the wife.	\$0.00	\$10,000.00		\$0.00	FA
10	Clothing	\$650.00	\$22,000.00		\$10,650.00	FA
11	platinum wedding band	\$1,300.00	\$1,300.00		\$1,300.00	FA
12	Lincoln Financial Whole Life Insurance Policy Insureds: Debtor and non-debtor spouse Owner and Beneficiary: The Michael and Julie Chrisley Irrevocable Trust	Unknown	\$0.00		\$0.00	FA
13	Chrisley Asset Management, LLC ██████████ ██████████ Atlanta, GA 30326 Debtor owns 10% (Lost only contract with Fannie Mae a/o 11/12)	Unknown	\$0.00		\$0.00	FA
14	South Fulton Land Investments, LLC ██████ ████████████████████ Alpharetta, GA 30022 50% owner (42 acres of land - foreclosed a/o 8/12)	\$0.00	\$0.00		\$0.00	FA
15	Select Real Estate Holdings, LLC Office Building ████████████████████ Alpharetta, GA 30005 (owns building with negative equity)	\$0.00	\$0.00		\$0.00	FA

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page No: 2

Exhibit 8

Case No.: 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
For the Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Date Filed (f) or Converted (c): 08/31/2012 (f)
§341(a) Meeting Date: 10/03/2012
Claims Bar Date: 01/04/2013

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
16 Chrisley and Company, LLC [REDACTED] [REDACTED] Atlanta, GA (50% member)(pass through company for Chrisley Asset Management, LLC fees)	\$0.00	\$0.00		\$0.00	FA
17 The Chrisley Family Trust	\$0.00	\$10,000.00		\$0.00	FA
18 2010 Landrover Range Rover Vin [REDACTED] 4217 34,331 miles	\$68,050.00	\$5,557.00		\$5,557.00	FA
19 The Michael and Julie Chrisley Irrevocable Trust (only asset is the Lincoln Financial whole life insurance policy listed in Schedule B #9). Beneficiaries of the Trust are the debtor and non-debtor spouse's children.	\$0.00	\$1,000.00		\$0.00	FA
20 Interest in Walton County, Fl action regaring (u) possessory interest in Watercolor vacation home	\$5,000.00	\$5,000.00		\$6,500.00	FA
21 Brookhaven Bank stock (100,000 shares) (u)	\$871,000.00	\$157,835.51		\$1,005,703.33	FA
Asset Notes: stock set to be acquired at a price of \$10/share					
22 Fraudulent transfer claims against Julie Chrisley (u)	\$43,001.64	\$43,001.64		\$43,001.64	FA
23 Chubb insurance claim (prepetition claim rec'd (u) payment in 12/13)	\$96,998.36	\$96,998.36		\$96,998.36	FA

TOTALS (Excluding unknown value)

\$5,297,100.00

\$352,792.51

\$1,169,810.33

Gross Value of Remaining Assets

\$0.00

Major Activities affecting case closing:

Trustee has collected payments from debtor pursuant to approved settlement agreement, and debtor is supposed to make final payment by November 1. Once payment is received, finalize tax returns, then submit TFR schedule trial of fraudulent transfer actions

Still conducting discovery to identify avoidable transfers; follow up with special counsel regarding filing adversary proceedings to avoid transfer; determine whether debtor or his wife are interested in making any settlement offers to the estate

Case 13-56132-sms Doc 464 Filed 08/07/18 Entered 08/07/18 14:23:51 Desc

Page 10 of 17

FORM 1
 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
 ASSET CASES

Page No: 3

Exhibit 8

Case No.: 13-56132-SMS
 Case Name: CHRISLEY, MICHAEL TODD
 For the Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
 Date Filed (f) or Converted (c): 08/31/2012 (f)
 §341(a) Meeting Date: 10/03/2012
 Claims Bar Date: 01/04/2013

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

Initial Projected Date Of Final Report (TFR): 09/30/2014Current Projected Date Of Final Report (TFR): 12/30/2017

/s/ JASON L. PETTIE

JASON L. PETTIE

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
06/19/2013		Sherry Chancellor	transfer of funds from previous trustee	*	\$7,576.27		\$7,576.27
	{7}		\$100.00	1129-000			\$7,576.27
	{10}		\$650.00	1129-000			\$7,576.27
	{11}		\$1,300.00	1129-000			\$7,576.27
	{18}		\$5,557.00	1129-000			\$7,576.27
			\$(30.73)	2600-000			\$7,576.27
06/30/2013		Integrity Bank	Bank Service Fee	2600-000		\$2.76	\$7,573.51
07/31/2013		Integrity Bank	Bank Service Fee	2600-000		\$12.22	\$7,561.29
08/31/2013		Integrity Bank	Bank Service Fee	2600-000		\$12.20	\$7,549.09
09/05/2013	(20)	Julie Chrisley	payment for sale of interest in lawsuit	1249-000	\$6,500.00		\$14,049.09
09/30/2013		Integrity Bank	Bank Service Fee	2600-000		\$19.23	\$14,029.86
10/31/2013		Integrity Bank	Bank Service Fee	2600-000		\$22.62	\$14,007.24
11/30/2013		Integrity Bank	Bank Service Fee	2600-000		\$21.86	\$13,985.38
12/31/2013		Integrity Bank	Bank Service Fee	2600-000		\$22.55	\$13,962.83
01/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$22.52	\$13,940.31
02/21/2014	3001	International Sureties, Ltd	Bond Payment	2300-000		\$18.52	\$13,921.79
02/28/2014		Integrity Bank	Bank Service Fee	2600-000		\$20.31	\$13,901.48
03/03/2014	(21)	Registrar & Transfer Co	payment from merger for Brookhaven Bank / GA Commerce Bank stock at \$10/share	1229-000	\$0.69		\$13,902.17
03/03/2014	(21)	Registrar & Transfer Co	payment from merger for Brookhaven Bank / GA Commerce Bank stock at \$10/share	1229-000	\$994,430.00		\$1,008,332.17
03/26/2014	3002	State Bank & Trust Company	payment for lien on stock (approved by doc. no. 410)	4210-000		\$913,156.44	\$95,175.73
03/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$1,229.36	\$93,946.37
04/30/2014		Integrity Bank	Bank Service Fee	2600-000		\$146.65	\$93,799.72
05/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$151.29	\$93,648.43
06/30/2014		Integrity Bank	Bank Service Fee	2600-000		\$146.18	\$93,502.25
07/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$150.81	\$93,351.44
08/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$150.57	\$93,200.87
09/30/2014		Integrity Bank	Bank Service Fee	2600-000		\$145.48	\$93,055.39
SUBTOTALS					\$1,008,506.96	\$915,451.57	

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
10/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$150.09	\$92,905.30
11/30/2014		Integrity Bank	Bank Service Fee	2600-000		\$145.02	\$92,760.28
12/31/2014		Integrity Bank	Bank Service Fee	2600-000		\$149.61	\$92,610.67
01/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$149.37	\$92,461.30
02/28/2015		Integrity Bank	Bank Service Fee	2600-000		\$134.70	\$92,326.60
03/02/2015	3003	International Sureties, Ltd	Blanket Bond premium payment 2015	2300-000		\$58.95	\$92,267.65
03/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$148.84	\$92,118.81
04/30/2015		Integrity Bank	Bank Service Fee	2600-000		\$143.79	\$91,975.02
05/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$148.34	\$91,826.68
06/01/2015	(10)	MICHAEL TODD CHRISLEY	First payment of settlement approved by Order (DN 432) for undisclosed value of clothing and furnishings.	1129-000	\$10,000.00		\$101,826.68
06/30/2015		Integrity Bank	Bank Service Fee	2600-000		\$157.90	\$101,668.78
07/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$163.99	\$101,504.79
08/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$163.72	\$101,341.07
09/30/2015		Integrity Bank	Bank Service Fee	2600-000		\$158.18	\$101,182.89
10/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$163.20	\$101,019.69
11/30/2015		Integrity Bank	Bank Service Fee	2600-000		\$157.68	\$100,862.01
12/21/2015	(21)	iBeriaBank Corp	payment for accrued dividends on stock redeemed through merger with iBeriaBank	1229-000	\$94.80		\$100,956.81
12/31/2015		Integrity Bank	Bank Service Fee	2600-000		\$162.73	\$100,794.08
01/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$162.58	\$100,631.50
02/26/2016	(21)	iBeria Bank Corp	dividend payment from shares received through Iberia merger	1229-000	\$46.92		\$100,678.42
02/29/2016		Integrity Bank	Bank Service Fee	2600-000		\$151.84	\$100,526.58
03/02/2016	3004	International Sureties, Ltd	Bond Payment	2300-000		\$74.49	\$100,452.09
03/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$162.05	\$100,290.04
04/30/2016		Integrity Bank	Bank Service Fee	2600-000		\$156.54	\$100,133.50

SUBTOTALS \$10,141.72 \$3,063.61

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
05/03/2016		MICHAEL TODD CHRISLEY	partial payment of avoidance settlement (approved by DN 432)	*	\$35,000.00		\$135,133.50
	{22}		\$10,750.41	1241-000			\$135,133.50
	{23}		\$24,249.59	1221-000			\$135,133.50
05/11/2016	(21)	Iberiabank	payment of dividends from stock merger	1229-000	\$46.92		\$135,180.42
05/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$210.73	\$134,969.69
06/30/2016		Integrity Bank	Bank Service Fee	2600-000		\$210.68	\$134,759.01
07/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$217.36	\$134,541.65
08/16/2016	(21)	iBeriaBank Corp	dividend payment from bank stock	1229-000	\$46.92		\$134,588.57
08/26/2016		MICHAEL TODD CHRISLEY	partial payment in accordance with settlement approved by court regarding transfers (DN 432)	*	\$35,000.00		\$169,588.57
	{22}		\$17,500.00	1241-000			\$169,588.57
	{23}		\$17,500.00	1221-000			\$169,588.57
08/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$227.97	\$169,360.60
09/26/2016	3005	INTERNAL REVENUE SERVICE	post-petition taxes associated with CAM business, approved by DN 446	2810-000		\$11,640.00	\$157,720.60
09/26/2016	3006	Georgia Dept of Revenue	post-petition taxes associated with CAM business, approved by DN 446	2820-000		\$3,599.00	\$154,121.60
09/30/2016		Integrity Bank	Bank Service Fee	2600-000		\$264.36	\$153,857.24
10/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$257.30	\$153,599.94
11/30/2016		Integrity Bank	Bank Service Fee	2600-000		\$239.75	\$153,360.19
12/21/2016	3007	INTERNAL REVENUE SERVICE	IRS penalties and interest approved by court order	2990-000		\$6,749.07	\$146,611.12
12/22/2016	(21)	iBeriaBank	payment of dividend from Bank stock	1229-000	\$49.68		\$146,660.80
12/31/2016		Integrity Bank	Bank Service Fee	2600-000		\$246.32	\$146,414.48
01/13/2017		MICHAEL TODD CHRISLEY	partial payment under settlement agreement for AP (DN 432)	*	\$35,000.00		\$181,414.48
	{23}		\$28,000.00	1221-000			\$181,414.48
	{22}		\$7,000.00	1241-000			\$181,414.48

SUBTOTALS \$105,143.52 \$23,862.54

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
01/13/2017		MICHAEL TODD CHRISLEY	final payment under settlement agreement approved for AP (DN 432)	*	\$35,000.00		\$216,414.48
	{22}		\$7,751.23	1241-000			\$216,414.48
	{23}		\$27,248.77	1221-000			\$216,414.48
01/31/2017		Integrity Bank	Bank Service Fee	2600-000		\$314.46	\$216,100.02
02/28/2017		Integrity Bank	Bank Service Fee	2600-000		\$314.83	\$215,785.19
03/17/2017	3008	International Sureties, Ltd	Bond Payment	2300-000		\$206.83	\$215,578.36
03/31/2017		Integrity Bank	Bank Service Fee	2600-000		\$347.93	\$215,230.43
04/13/2017	3009	Schulten, Ward & Turner, LLP	admin expense approved by order entered 4/29/15 (DN 441)	3210-600		\$29,176.75	\$186,053.68
04/13/2017	3010	Schulten, Ward & Turner, LLP	admin expense approved by order entered 4/29/15 (DN 441)	3220-610		\$988.11	\$185,065.57
04/30/2017		Integrity Bank	Bank Service Fee	2600-000		\$320.26	\$184,745.31
05/26/2017	(21)	Computershare	payment for dividend from bank stock	1229-000	\$49.68		\$184,794.99
05/31/2017		Integrity Bank	Bank Service Fee	2600-000		\$274.44	\$184,520.55
06/06/2017		iBeriaBank Corp	payment from Brookhaven Bank stock merged with iBeriaBank	*	\$10,937.72		\$195,458.27
	{21}		\$49.68	1229-000			\$195,458.27
	{21}		\$10,888.04	1229-000			\$195,458.27
06/30/2017		Integrity Bank	Bank Service Fee	2600-000		\$277.32	\$195,180.95
07/31/2017		Integrity Bank	Bank Service Fee	2600-000		\$289.95	\$194,891.00
08/31/2017		Integrity Bank	Bank Service Fee	2600-000		\$289.52	\$194,601.48
09/01/2017		Integrity Bank	Reverse bank fee	2600-000		(\$289.52)	\$194,891.00
06/08/2018	3011	Jason L. Pettie	Trustee Compensation	2100-000		\$56,833.61	\$138,057.39
06/08/2018	3012	Sherry F. Chancellor	Trustee Compensation	2100-000		\$1,510.70	\$136,546.69
06/08/2018	3013	Clerk U.S. Bankruptcy Court	Claim #: ; Amount Claimed: 293.00; Amount Allowed: 293.00; Dividend: 0.15;	2700-000		\$293.00	\$136,253.69
06/08/2018	3014	Jason L. Pettie	Trustee Expenses	2200-000		\$87.80	\$136,165.89

SUBTOTALS \$45,987.40 \$91,235.99

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
06/08/2018	3015	Jason L. Pettie, P.C.	Claim #: ; Amount Claimed: 4,426.00; Amount Allowed: 4,426.00; Dividend: 2.27;	3110-000		\$4,426.00	\$131,739.89
06/08/2018	3016	Sherry F. Chancellor	Trustee Expenses	2200-000		\$44.45	\$131,695.44
06/08/2018	3017	Smith, Gambrell & Russell, LLP	Claim #: ; Amount Claimed: 14,319.50; Amount Allowed: 14,319.50; Dividend: 7.34;	3210-600		\$14,319.50	\$117,375.94
06/08/2018	3018	Smith, Gambrell & Russell, LLP	Claim #: ; Amount Claimed: 696.85; Amount Allowed: 696.85; Dividend: 0.35;	3220-610		\$696.85	\$116,679.09
06/08/2018	3019	Stonebridge Accounting & Forensics LLC	Claim #: ; Amount Claimed: 22,653.00; Amount Allowed: 22,653.00; Dividend: 11.62;	3410-000		\$22,653.00	\$94,026.09
06/08/2018	3020	Stonebridge Accounting & Forensics LLC	Claim #: ; Amount Claimed: 154.27; Amount Allowed: 154.27; Dividend: 0.07;	3420-000		\$154.27	\$93,871.82
06/08/2018	3021	Department of the Treasury	Claim #: 13; Amount Claimed: 2,050.00; Amount Allowed: 2,050.00; Dividend: 1.05;	4300-000		\$2,050.00	\$91,821.82
06/08/2018	3022	Department of the Treasury	Claim #: 13; Amount Claimed: 588,705.23; Amount Allowed: 588,705.23; Dividend: 47.11;	5800-000		\$91,821.82	\$0.00

SUBTOTALS

\$0.00

\$136,165.89

Case 13-56132-sms Doc 464 Filed 08/07/18 Entered 08/07/18 14:23:51 Desc Page No: 6

Exhibit 9

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTALS:	\$1,169,779.60	\$1,169,779.60	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$1,169,779.60	\$1,169,779.60	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$1,169,779.60	\$1,169,779.60	

For the period of 8/31/2012 to 7/3/2018

Total Compensable Receipts:	\$1,169,810.33
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$1,169,810.33
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$1,169,810.33
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$1,169,810.33
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 06/19/2013 to 7/3/2018

Total Compensable Receipts:	\$1,169,810.33
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$1,169,810.33
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$1,169,810.33
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$1,169,810.33
Total Internal/Transfer Disbursements:	\$0.00

Case 13-56132-sms Doc 464 Filed 08/07/18 Entered 08/07/18 14:23:51 Desc Page No: 7

Exhibit 9

FORM 2
CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 13-56132-SMS
Case Name: CHRISLEY, MICHAEL TODD
Primary Taxpayer ID #: **_***6952
Co-Debtor Taxpayer ID #:
For Period Beginning: 8/31/2012
For Period Ending: 7/3/2018

Trustee Name: Jason L. Pettie
Bank Name: Integrity Bank
Checking Acct #: *****6132
Account Title:
Blanket bond (per case limit): \$40,160,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET
DISBURSEACCOUNT
BALANCES

\$1,169,779.60

\$1,169,779.60

\$0.00

For the period of 8/31/2012 to 7/3/2018

Total Compensable Receipts: \$1,169,810.33
Total Non-Compensable Receipts: \$0.00
Total Comp/Non Comp Receipts: \$1,169,810.33
Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$1,169,810.33
Total Non-Compensable Disbursements: \$0.00
Total Comp/Non Comp Disbursements: \$1,169,810.33
Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 08/31/2012 to 7/3/2018

Total Compensable Receipts: \$1,169,810.33
Total Non-Compensable Receipts: \$0.00
Total Comp/Non Comp Receipts: \$1,169,810.33
Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$1,169,810.33
Total Non-Compensable Disbursements: \$0.00
Total Comp/Non Comp Disbursements: \$1,169,810.33
Total Internal/Transfer Disbursements: \$0.00

/s/ JASON L. PETTIE

JASON L. PETTIE

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

IN RE:) CHAPTER 7
) CIVIL ACTION FILE
MICHAEL TODD CHRISLEY) NO. 13-56132-MGD

* * *

DEPOSITION OF MICHAEL TODD CHRISLEY

Tuesday, July 16, 2013

10:08 a.m.

Held at 260 Peachtree Street, N.W.

Suite 2700

Atlanta, Georgia

RESERVED SIGNATURE

* * *

Reported by:

Donna Fishman

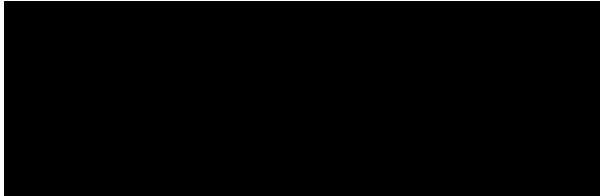
Ref: 9664

1 APPEARANCES OF COUNSEL:

2 On behalf of RES-GA BUCKHEAD LLC:

3 KEVIN L. WARD, Esq.

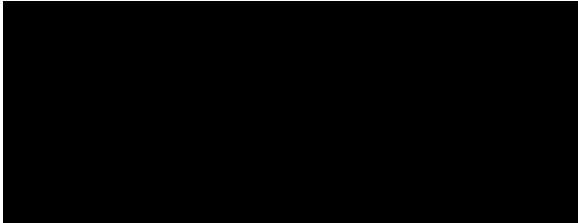
4 MARTHA MILLER, Esq.



7 On behalf of MICHAEL TODD CHRISLEY:

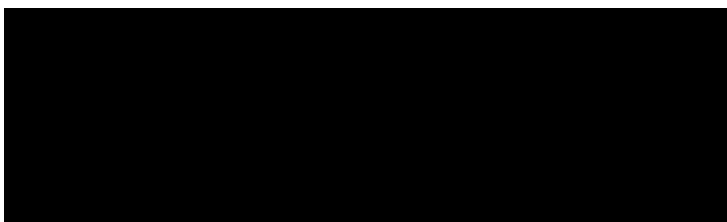
8 ROBERT C. FURR, Esq.

9 Furr & Cohen, P.A.

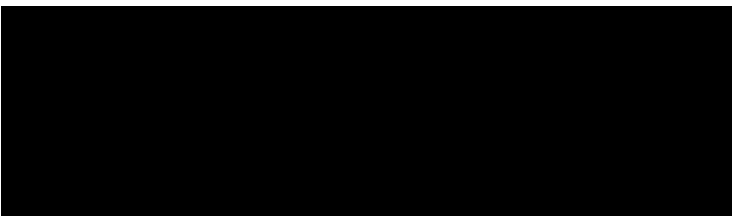


12 On behalf of MARK BRADDOCK:

13 KIMBERLY A. CHILDS, Esq.



17 TODD STANTON, Esq.



20 ///

21 ///

22 ///

1 APPEARANCES OF COUNSEL (continued):

2 On behalf of State Bank & Trust:

3
4 KIMBERLY D. RAYBORN, Esq.
5 McCalla Raymer, LLC
6
7
8

9 Also present:

10 Mr. Mark Braddock
11 Mr. Jonathan Horowitz, director, Rialto Capital
12 Mr. Jason T. Marett, legal assistant

13 * * *

14 (In the following transcript, a dash [--] is
15 used to indicate an unintentional or purposeful
16 interruption of a sentence; an ellipsis [...] is used
17 to indicate halting speech or an unfinished sentence
18 in dialogue, or an omission of word(s) when reading
19 written material.)

20 * * *

1 INDEX TO EXAMINATION

2

3	Examination	Page
4	Examination by Mr. Ward	8

5 * * *

6 INDEX TO EXHIBITS

7

8	Exhibit	Description	Page
9	Exhibit 13	(Previously marked) Chrisley Federal Tax Return - 2010	99
10	Exhibit 18	(Previously marked) CAM Federal Tax Return - 2009	143
11	Exhibit 29	(Previously marked) Chrisley to Braddock re: Julie stock	169
12	Exhibit 59	(Previously marked) Second Amendment to Prenuptial Agreement 7/22/05	272
13	Exhibit 60	(Previously marked) Loan Sale Agreement - Verklemp, LLC to Embassy on 8/31/12	137
14	Exhibit 62	(Previously marked) Incumbency Certificate for Verklemp, LLC 4/5/13	137
15	Exhibit 63	(Previously marked) Corporate Resolution - 8/31/12	137
16	Exhibit 64	(Previously marked) Settlement and Release Agreement 4/16/12	138
17	Exhibit 65	Motion for Order for Examination of Debtor and Directing Debtor to Produce Documents	13
18	Exhibit 66	Affidavit of Michael Todd Christley	25

25

1	INDEX TO EXHIBITS (continued)		
2	Exhibit	Description	Page
3			
4	Exhibit 67	Michael Todd Chrisley to Mark Braddock re: Revised Operating Agreement	58
5			
6	Exhibit 68	Note - 2/23/09	94
7	Exhibit 69	Limited Warranty Deed - 4/18/12	101
8	Exhibit 70	Limited Warranty Deed - 12/30/12	102
9	Exhibit 71	PT-61 060-2011-001126 Pacific Development Partners 12/30/10	105
10	Exhibit 72	Michael and Julie Personal Income Tax Return 2006	149
11			
12	Exhibit 73	Michael and Julie Personal Income Tax Return 2005	154
13			
14	Exhibit 74	Michael and Julie Personal Income Tax Return 2004	156
15	Exhibit 75	Michael and Julie Personal Income Tax Return 2007	158
16			
17	Exhibit 76	Robert Thompson to Judge Dempsey re: Motion to Withdraw	240
18	Exhibit 77	Julie Chrisley's Production of Financial	214
19			
20	Exhibit 78	Michael Chrisley to Pam Hughes, Alina Clerie, Mark Braddock, Donna Cash re: Ownership of company	227
21			
22	Exhibit 79	Affidavit of Poverty	243
23	Exhibit 80	Pauper's Affidavit in Opposition to Plaintiff's Motion for Supersedeas Bond	249
24			
25	Exhibit 81	Verified Amended Complaint	250

1	INDEX TO EXHIBITS (continued)		
2	Exhibit	Description	Page
3			
4	Exhibit 82	Limited Warranty Deed 1/21/09	254
5	Exhibit 83	Quitclaim Deed of Gift 1/15/09	255
6	Exhibit 84	HUD 1 Settlement Statement - [REDACTED] [REDACTED], Atlanta, GA 1/14/09	261
7			
8	Exhibit 85	HUD 1 Settlement Statement - [REDACTED] [REDACTED] Atlanta, GA 4/18/12	268
9			
10	Exhibit 86	Prenuptial Agreement 5/22/96	269
11	Exhibit 87	First Amendment to Prenuptial Agreement 8/27/04	270
12			
13	Exhibit 88	Chubb Masterpiece Itemized Articles	274
14	Exhibit 89	Chubb Masterpiece Coverage Update	275
15	Exhibit 90	Michael Chrisley Personal Net Worth Statement 8/17/04	285
16			
17	Exhibit 91	Corporate Resolution 3/28/07	288
18	Exhibit 92	Michael Chrisley to Chase Bank re: Authorization to Accounts	290
19	Exhibit 93	Chrisley and Company, LLC Profit & Loss Statement for January - May 2011	295
20			
21	Exhibit 94	Chrisley and Company, LLC Profit & Loss Statement for October 2010	296
22			
23	Exhibit 95	Resolution of Limited Liability - Auto Express Financing, LLC 11/19/07	298
24			
25			

INDEX TO EXHIBITS (continued)

Exhibit	Description	Page
Exhibit 96	HUD 1 Settlement Statement - 143 Seaside Ave 9/30/11	299
Exhibit 97	Notice of Service of Julie Hughes Chrisley's Response to Res-GA Buckhead, LLC's Order Granting Motion For Order Pursuant To Federal Rule of Bankruptcy Procedure 2004 For Examination Of Julie Hughes Chrisley and Directing Julie Hughes Chrisley To Produce Documents	300
Exhibit 98	Chrisley and Company Chase Bank Statement October 2009	308
Exhibit 99	Michael Chrisley to Chase Bank re: Purchase Offer for 5000 Heatherwood Court	308

(Original Exhibits 65 through 99 have been attached to the original transcript.)

* * *

1 MICHAEL TODD CHRISLEY,
2 having been first duly sworn, was examined and
3 testified as follows:

4 EXAMINATION

5 BY MR. WARD:

6 Q Would you state your name for the record,
7 please.

8 A Michael Todd Chrisley.

9 Q And you are the debtor in bankruptcy in
10 this case for which we're doing this 2004
11 examination?

12 A That's correct.

13 Q Okay. Where do you live?

14 A [REDACTED] Roswell, Georgia.

15 Q Okay. And do you live from time to time
16 at any other residences?

17 A No.

18 Q So the only residence that you're staying
19 at is [REDACTED]

20 A That is correct.

21 Q All right. There is a house in Seneca,
22 South Carolina?

23 A That's correct.

24 Q Whose house is that?

25 A It's mine.

1 Q It's whose?

2 A It's mine -- it's in my name.

3 Q Okay. Is that the one that your mother's
4 living at?

5 A No, it's not.

6 Q All right. So what's the address of the
7 Seneca house?

8 A [REDACTED] Seneca, South
9 Carolina.

10 Q And have you been staying there from time
11 to time?

12 A I've been there for the first time since
13 my dad passed in the last three weeks, four weeks.

14 Q All right. So that would be an example
15 of -- when I said from time to time, I don't mean
16 like for six months at a time. I'm looking for
17 places where you might also stay, you know, houses
18 that you might also stay in.

19 A Okay.

20 Q So we've got Heatherwood, we've got Belle
21 Pines, are there any other houses in any other states
22 where you can -- where you go and stay for any period
23 of time?

24 A No, sir.

25 Q All right. Do you have any -- are there

1 any properties in Florida where you go to and reside
2 for any period of time, that you or a company that
3 you're affiliated with as any ownership interest in?

4 A Presently or in the past?

5 Q Well, let's start with presently. I'm
6 going to work back. I'm trying to get a sense of
7 right now.

8 A Okay. No, sir.

9 Q Okay. Your wife is Julie Chrisley?

10 A She is.

11 Q And does she own any houses in other
12 states?

13 A She does not.

14 Q And does she lease any houses in other
15 states?

16 A No.

17 Q When I say "houses," I would also be
18 including like condominiums, just to be sure we're
19 clear.

20 A She -- past or present?

21 Q I'm looking for present right now.

22 A Okay. All right. She has a condo in Los
23 Angeles.

24 Q Condo in Los Angeles. What's the address
25 of that condo?

1 A I don't know.

2 Q Do you know the street name?

3 A It's on Wilshire.

4 Q On Wilshire.

5 A Uh-huh (affirmative).

6 Q Is there like a name of the condominium
7 building?

8 A I don't know what the name of it is.

9 Q Does she live there at all from time to
10 time?

11 A She does not.

12 Q So it's something that's rented out or
13 leased out to somebody else?

14 A She has -- she's actually just leased it.

15 Q Okay. Can you tell me who Stan Smith is?

16 A An attorney.

17 Q He's an attorney at Womble Carlyle --

18 A Womble Carlyle.

19 Q -- Sandrich & Rice?

20 A Yes.

21 Q Okay. So that's a law firm that has
22 represented you in the past?

23 A Yes.

24 Q Has -- has Womble Carlyle represented you
25 individually in the past?

1 A I don't know what capacity. They --
2 they've been a law firm that we've retained in the
3 past. I don't know what capacity they've represented
4 me in.

5 Q To the best of your recollection when you
6 say "we've" retained them, who are you talking about?

7 A When I say "we," me, Julie, I don't know
8 what capacity they represented me in, if it was for,
9 you know, the trust, the LLC that was set up, or
10 the -- our will or whatever it was.

11 Q Well, just for purposes of memory, this
12 is the irrevocable trust, I think you produced this
13 in your documents because it's got an MTC, that's
14 something that they created, right, the Michael Todd
15 Chrisley and Julie Hughes Irrevocable Trust?

16 A Yes, yes.

17 Q And when they do documents for you, they
18 typically have a document ID on the bottom that has
19 WCSR and then a document number.

20 A Okay.

21 Q Have you noticed that?

22 A No.

23 Q Okay. But just to be clear, that would
24 be Womble Carlyle and that's the law firm that
25 represented you for the irrevocable trust, okay?

1 A Okay.

2 Q And they've represented, among other
3 things, Executive Asset Management, yes?

4 A I don't know. Unless they handled the
5 sale of Executive Asset Management.

6 Q They did.

7 A Okay.

8 Q They handled the sale to Chatham,
9 correct?

10 A Okay. Okay.

11 Q And they managed all the documentation
12 for that sale, correct?

13 A Okay.

14 Q Do you have that documentation?

15 A I don't.

16 Q Did you try to get that documentation in
17 the context -- in dealing with the 2004 examination?

18 A No, sir.

19 Q We sent a notice to you for the 2004. We
20 asked for some documents, and I believe --

21 MR. WARD: Let's mark this as 65.

22 (Exhibit No. 65 was marked for
23 identification.)

24 BY MR. WARD:

25 Q I'm going to show you a document which

1 has been marked as Exhibit 65.

2 MR. WARD: Can I ask you guys to share
3 because I had more people show up than I
4 thought and I need to keep at least one copy in
5 my hands.

6 BY MR. WARD:

7 Q Okay. So this purports to be --

8 MR. WARD: That's Document 65. Can I
9 just ask, I know this is kind of crazy but --
10 just off the record.

11 (Off the record.)

12 BY MR. WARD:

13 Q So this purports to be the documents that
14 you've produced to us in the bankruptcy case, and I
15 just want to know is this everything that you had in
16 your possession that was responsive to our request
17 for documents?

18 A Well --

19 MR. FURR: Well, let me object first. I
20 don't know that he knows what was produced in
21 terms of what our office might have sent you.
22 I don't even know that this was what our office
23 sent you. You're saying that, so I don't know.
24 It could be.

25 MR. WARD: It's my only chance to ask

1 him, so.

2 MR. FURR: I understand.

3 BY MR. WARD:

4 Q Did you participate in responding to our
5 request for documents?

6 A I tried to help locate some of these
7 documents that we didn't have.

8 Q So where did you try to locate documents?

9 A We went through whatever files were left
10 from CAM that was in a file cabinet.

11 Q Where was that file cabinet?

12 A It was sent to Select Real Estate
13 Holdings.

14 Q Where is -- what is the address for
15 Select Real Estate Holdings?

16 A I don't know what the physical address
17 is. It's in Alpharetta.

18 Q Okay.

19 A Parkwood Circle.

20 Q Parkwood Circle?

21 A Uh-huh (affirmative).

22 Q All right. Is that the old CAM address
23 in Alpharetta, Select Real Estate Holdings, Parkwood?

24 A I don't think so. I mean, CAM's always
25 been at Tower Place.

1 Q Okay. So you went there to look for
2 documents and you found one box?

3 A No. Julie went there to go through the
4 file cabinets whenever they sent this stuff over for
5 us to get.

6 Q Okay. And as a result of that search,
7 are you aware of any documents other than the
8 documents in 65 that were located and produced?

9 A I don't even know about this. Whatever
10 it was that we had, we turned over.

11 MR. FURR: I also have some additional
12 documents today I brought, which may be
13 duplicative of some of this.

14 MR. WARD: Okay. Well, I would ask
15 that -- let's -- can we -- are those my copies?

16 MR. FURR: Yeah. I only have one copy.

17 MR. WARD: Jason, if you will take these
18 back and process them and get them processed as
19 quickly as possible, I'd appreciate it.

20 BY MR. WARD:

21 Q So we have some additional documents
22 today. Looked like about five inches of documents.
23 We have what looks like about an inch and a half of
24 documents produced in response to the 2004. Is that
25 everything that you know of that you've got that's

1 responsive to our request?

2 A I believe so.

3 Q Okay. So I would imagine that over a
4 period of time businesses like EAM -- when I say
5 "EAM," can we agree I can use that shorthand for
6 Executive Asset Management?

7 A Yes, sir.

8 Q And when I say "CAM," can we agree that
9 that's a shorthand for Chrisley Asset Management?

10 A Correct.

11 Q Okay. So businesses like EAM and CAM
12 probably generated a lot of documents over time, yes?

13 A I would assume so, yes. I didn't handle
14 any of that.

15 Q Many, many boxes full of documents?

16 A I would assume so.

17 Q Okay. Do you know what happened to CAM's
18 and EAM's documents?

19 A I was told they were destroyed by a leak.

20 Q And who told you they were destroyed by a
21 leak?

22 A One of our attorneys told us.

23 Q Okay. So it was relayed to you by an
24 attorney that the documents were destroyed. And by
25 "leak" I assume you mean a water leak?

1 A That's what we were told, yes.

2 Q Okay. By one of the attorneys that you
3 had employed?

4 A Yes.

5 Q Who was that attorney?

6 A I believe it was Bob Thompson.

7 Q Do you know how Bob Thompson determined
8 that they were destroyed by a leak?

9 A I believe that he had an e-mail from
10 someone in the building.

11 Q So somebody in management at the
12 building?

13 A Correct.

14 Q I got you. So the representation came
15 from a person outside of CAM or EAM?

16 A Yes.

17 Q And it went from that outside person to
18 Bob Thompson who then relayed it to you?

19 A I believe that's how it occurred.

20 Q And was any --

21 MR. FURR: Just one second. I believe
22 also that the records of CAM were turned over
23 to the receiver.

24 MR. WARD: Can I just --

25 MR. FURR: As far as I know.

1 MR. WARD: And I appreciate that. I'm
2 going to get to that. But I'm going to ask
3 that -- I really want to get his knowledge
4 first.

5 MR. FURR: That's okay. But if I see
6 something that I think needs to be chimed in on
7 to help him refresh his memory, I'll do it.

8 MR. WARD: Well, as long as it's not
9 coaching him --

10 MR. FURR: I'm not coaching him.

11 MR. WARD: -- and we don't get to that
12 point and we don't have to call anybody, I'm
13 fine, but I just want to --

14 MR. FURR: I'm not going to coach him,
15 but I'll defend my client properly, sir.

16 MR. WARD: Okay.

17 BY MR. WARD:

18 Q So did you make any efforts to locate
19 any -- to check the veracity of the story that the
20 documents were destroyed by a leak?

21 A Yes. I spoke with someone in the
22 building after that was told to us.

23 Q The building, is this the Tower Place
24 building?

25 A Tower Place building, yes.

1 Q So you spoke to somebody in management at
2 Tower Place --

3 A Yes.

4 Q -- about that?

5 Were the documents stored at the Tower
6 Place building?

7 A She told me that we had a storage
8 building there and that she was notified that there
9 was a leak in that building, or in that unit.

10 Q Okay. The storage building was
11 associated with the Tower Place building?

12 A I believe so.

13 Q Okay. And your attorney mentioned that
14 some documents were turned over to the receiver, were
15 you aware of that?

16 A I wasn't involved in any of that.

17 Q Who handled turning over the documents to
18 the receiver?

19 A I guess the former receiver.

20 Q Okay. Lee Nicholson?

21 A Yes.

22 Q Or Leland Nicholson?

23 A Leland, yeah.

24 Q Okay. Does he go by Lee or Leland?

25 A Lee's all -- what I've always known him

1 as.

2 Q Okay. And where did Mr. Nicholson obtain
3 documents to give to the new receiver, which is, I
4 believe, GlassRatner, Adam Brown?

5 A I have no idea.

6 Q Well, when Mr. Nicholson was appointed as
7 a receiver, that was in the Fulton County action?

8 A Yes.

9 Q He was employed with CAM at the time,
10 right?

11 A That is correct.

12 Q So he had access to CAM's documents at
13 the time he was appointed, correct?

14 A Yes.

15 Q All right. So does that refresh your
16 memory at all as to where he got documents?

17 A He's never told me. I've never had a
18 conversation with him about such a thing.

19 Q All right. So we would have to ask Mr.
20 Nicholson where he got documents that went to
21 GlassRatner?

22 A Yes.

23 Q Okay. Who is Sam Westmoreland?

24 A He's an attorney, a real estate attorney.

25 Q Okay. Do you know what firm he's with?

1 A I don't.

2 Q Did he work with Stan Smith?

3 A Not that I know of.

4 Q Did you hire a law firm of Epstein,
5 Becker & Green to work on -- or was Epstein, Becker &
6 Green involved in the transaction with Chatham, EAM
7 and Chatham?

8 A I don't recall. I don't know who handled
9 that.

10 Q Who is Jonathan Alper?

11 A I don't know.

12 Q You've never heard that name?

13 A I don't recall.

14 Q Well, he's a lawyer in Florida, does that
15 refresh your memory at all?

16 A No.

17 Q Has he ever been -- you don't recognize
18 that as a lawyer that was hired by Chrisley Asset
19 Management?

20 MR. FURR: Spell the last name for me.

21 MR. WARD: Alper.

22 MR. FURR: A-L-P-E-R-T?

23 MR. WARD: A-L-P-E-R.

24 MR. FURR: Oh, Alper, okay.

25 A In what capacity?

1 Q To draft an operating agreement?

2 A No.

3 Q Who handled payment of lawyers at CAM?

4 A Normally Mark Braddock or Alina Clerie.

5 Q And did you need to authorize payments to
6 lawyers?

7 A No.

8 Q Okay. Did you ever advise folks at CAM
9 that any check that was written had to be approved by
10 you?

11 A Not until sometime in 2011, I believe.

12 Q Okay. So after that time you would
13 approve every check that went out after the time that
14 you notified them?

15 A That's the way it was supposed to have
16 been set up, but we have found that that was not the
17 way it was set up.

18 Q Do you recall communicating with Mr.
19 Alper?

20 A I don't.

21 Q Who's Deborah Anthony?

22 A I don't know who that is.

23 Q Do you recognize that name in association
24 with Chatham Holdings?

25 A I know she was an attorney, in-house

1 counsel.

2 Q And she went from Womble Carlyle to
3 Chatham; is that correct?

4 A I don't know.

5 Q Did you ever deal with Ms. Anthony?

6 A I don't know if I dealt with her. Maybe
7 early on, whenever that sale took place.

8 Q The Private Law Group, do you know that,
9 that law firm?

10 A Who's with them?

11 Q I'm just asking if you know the Private
12 Law Firm?

13 A If I knew an attorney's name that was
14 with them, then I could tell you if I knew who it is.

15 Q Have you heard of Blackburn Walther Sloan
16 Adair & Westmoreland?

17 A Yes.

18 Q Okay. What law firm is that?

19 A I don't -- it was real estate firm in
20 Roswell, Georgia.

21 Q And they were associated with the Chatham
22 sale as well?

23 A I don't recall.

24 Q Did they -- were they employed by EAM?

25 A I don't recall that, either.

1 Q All right. So what you do recall for
2 sure is Stanley Smith with Womble Carlyle --

3 A Yes.

4 Q -- was employed to do some work for you,
5 including your irrevocable family trust?

6 A Yes.

7 Q Next document I'd like to go to is an
8 affidavit that you completed.

9 (Exhibit No. 66 was marked for
10 identification.)

11 BY MR. WARD:

12 Q In a lawsuit, I guess, you have against
13 Mr. Braddock and Alina Clerie?

14 A I don't have a lawsuit against them.

15 Q In a lawsuit that involved Julie
16 Chrisley, Chrisley Asset Management and Mr. Braddock
17 and Alina Clerie.

18 A Okay.

19 Q Have I correctly identified that
20 document?

21 A Yes.

22 Q Would you just make sure that that is
23 your affidavit.

24 MR. FURR: What was that, 66?

25 MR. WARD: It is 66.

1 A It appears to be.

2 Q Do you have any doubt that that's your
3 affidavit?

4 A No, sir.

5 Q All right. Do you see at the very top of
6 this document on every page, and I've just pulled up
7 a page here, that it has case number
8 1:12-CV-03524-CAP, do you see that?

9 A I do.

10 Q Do you recognize that as the federal
11 court RICO action that was filed by Julie and others?

12 A No, sir.

13 Q Are you aware of that lawsuit pending?

14 A Yes.

15 Q Okay. Were you asked to provide an
16 affidavit for that lawsuit as well?

17 A I believe so.

18 Q And is this -- was this same affidavit
19 then filed in the federal lawsuit?

20 A I'm assuming it was. I've never even
21 read the federal lawsuit.

22 Q Okay. You'll see at the top of each page
23 of the whole affidavit there will be continuing page
24 numbers like that at the top.

25 MR. FURR: He's talking about this

1 (indicating).

2 BY MR. WARD:

3 Q All right. So I'd like to focus in on
4 some of the comments and I'll start on paragraph
5 four. "I've recently discovered other operating
6 agreements for EAM and CAM were forwarded to my
7 corporate attorney."

8 Do you see that?

9 A Yes.

10 Q Who was the corporate attorney that you
11 forwarded it to?

12 A I believe at the time it was Hayden Pace.

13 Q All right. So you forwarded operating
14 agreements that I gather you believe were cobbled
15 together somehow and were not -- were not genuine?
16 If you look at the bottom of that paragraph, it says:
17 "We strongly suspect this is a forgery pieced
18 together from other documents and signatures by Mark
19 Braddock."

20 A Correct.

21 Q So that refers to Exhibit 2 to that
22 affidavit? And Exhibit 2 to that affidavit is the
23 amended and restated operating agreement for
24 Executive Asset Management LLC, do you see that?

25 A You want me to see here? Yes.

1 Q And on the bottom of those pages you'll
2 see that it has the Womble Carlyle Sandridge & Rice
3 document identifier?

4 A Uh-huh (affirmative).

5 Q Does that refresh your memory as to
6 whether that was a document prepared by Womble
7 Carlyle Sandridge & Rice versus Mr. Braddock?

8 A It does not.

9 Q Well, wasn't it typical when you received
10 a document from them that each page would have a
11 document identifier?

12 A You're saying that I received these?

13 Q Well, that CAM received them.

14 A Well, if CAM received them, that doesn't
15 mean I received them. So, no, I don't --

16 Q Well, CAM employed Womble Carlyle
17 Sandridge & Rice, correct?

18 A Okay. Yes.

19 Q And so whoever received them, they were
20 prepared -- they were prepared by the law firm
21 representing CAM, correct?

22 MR. FURR: Object. There's no foundation
23 for that. He said he doesn't recognize the
24 numbers and you're assuming, because the
25 numbers are there, that it's prepared by that

1 law firm. It's an assumption he's not
2 testified to.

3 MR. WARD: Well, what I'm trying to find
4 out is if Mr. Chrisley knows or acknowledges
5 that these were created by Womble Carlyle. If
6 he doesn't, we can take care of that with
7 Womble Carlyle.

8 THE WITNESS: I don't know. I don't
9 know.

10 MR. FURR: You need to take care of it
11 with Womble Carlyle.

12 BY MR. WARD:

13 Q Okay. So this document contains
14 signature lines prepared by whoever prepared it, yes?

15 A Correct.

16 Q Is that your signature?

17 A That appears to be my signature. Now, as
18 to whether or not I placed that signature on that
19 document, I cannot attest to that.

20 Q Okay. So for purposes of the record, I'm
21 referring to the page -- the signature page of
22 Exhibit 2 that has a Bates number 000172. Is that --
23 does your signature appear twice on that document?

24 A It appears so, yes.

25 Q Okay. And you're saying that you don't

1 know whether you actually placed that signature on
2 there yourself?

3 A That is correct.

4 Q And do you recall ever reviewing this
5 document regardless of who prepared it or received it
6 at CAM?

7 A I do not.

8 MR. FURR: Let me ask a question. Do you
9 mean at the time it was executed, or do you
10 mean at the time he did the affidavit?

11 MR. WARD: No, I mean at the time that it
12 was executed.

13 BY MR. WARD:

14 Q Clearly you saw it by the time you did
15 the affidavit, right?

16 A (No response.)

17 MR. FURR: That's why I asked the
18 question.

19 BY MR. WARD:

20 Q Let's go back to some earlier paragraphs.
21 I'd like to now focus in on paragraph three, okay.
22 This paragraph says that you and your wife Julie
23 started CAM in 2005, right?

24 A I believe that was the date.

25 Q And then at the bottom of this paragraph

1 you speak about an operating agreement which is
2 attached as Exhibit 1. "The operating agreement of
3 CAM dated November 4, 2004, accurately indicates the
4 agreed upon membership interest, that Julie owned 60
5 percent of the membership interest and I owned 10
6 percent of the membership interest and Mark Braddock
7 owns 30 percent of the membership interest."

8 Do you see that?

9 A I do.

10 Q And then you refer to Exhibit 1, right?
11 Now to help you get through that, if you look at the
12 Bates labels in the bottom right-hand corner, they're
13 not sequential for some reason at the beginning. I
14 don't know who put those Bates numbers on there. But
15 if you'll look at -- you can look at 145 and 146 is
16 where it actually starts, okay?

17 MR. FURR: We're actually missing 145
18 here.

19 MR. WARD: Well, I'm not sure how that
20 happened.

21 MR. FURR: I'm sorry, it's back on the
22 back.

23 BY MR. WARD:

24 Q So what I want to know is, is it your
25 testimony that this document that you've attached as

1 Exhibit 1 to your affidavit was signed in November of
2 2005?

3 MR. FURR: Take one second and look at
4 it.

5 (Witness and counsel confer.)

6 MR. FURR: Answer the question. Answer
7 his question.

8 A Your question again is?

9 Q I'm looking at the page that ends -- that
10 has the Bates number 163. That is the signature page
11 of your Exhibit 1 to your affidavit that I have
12 marked as Exhibit 66, do you see that?

13 A Yes, sir.

14 Q Is it your testimony that that document
15 was signed in November of 2005?

16 A I do not know when that document was
17 signed because those are not our signatures.

18 Q Okay. Those signatures -- those are not
19 true signatures, is that what you're saying?

20 A No, sir, they're not.

21 Q Okay. So who -- who signed them?

22 A Mark Braddock.

23 Q Do you recognize the notary stamp of
24 Jinger Brown?

25 A I do.

1 Q Okay. So Jinger Brown notarized these
2 documents, right?

3 A She did.

4 Q And do you recall asking Jinger to
5 notarize your signature?

6 A No, sir, I did not.

7 Q So do you think that this is a true
8 operating agreement?

9 A I know that the percentages are correct,
10 but I do not know what else in the document has been
11 manipulated.

12 Q So --

13 A The signatures are not correct. I do not
14 know what content of the document has been
15 manipulated.

16 Q So this has not been an operating
17 agreement for CAM, correct?

18 A I can't tell you that. I don't know.

19 Q Have you reviewed it?

20 A I have reviewed multiple operating
21 agreements.

22 Q I'm interested in this operate --

23 A I have reviewed this document and all I
24 can tell you that is factual is the
25 percentageship of -- is the ownership in there.

1 Q Where is the actual operating agreement
2 for CAM?

3 A I don't know. Mr. Braddock maintained
4 all of those.

5 Q So you don't have the -- what you
6 consider to be the actual operating agreement for
7 CAM?

8 A I do not -- I don't believe I do.

9 Q Well, did you engage Womble Carlyle to
10 create an operating agreement for CAM?

11 A I don't know what Womble Carlyle was
12 engaged to do.

13 Q Did you interact with Stan Smith at all?

14 A On a limited basis.

15 Q Did you -- did you go to the offices and
16 meet with them?

17 A I think twice, but not -- I don't
18 remember about this.

19 Q Your Exhibit 3 to your affidavit, which
20 we've marked as Exhibit 66, is an asset -- is an
21 operating agreement for CAM, right?

22 MR. FURR: Exhibit 3?

23 BY MR. WARD:

24 Q Exhibit 3 to -- and it starts at, if you
25 look at the Bates numbers, 177.

1 A What's your question?

2 Q What's the first section that you're
3 reading?

4 A "The third operating agreement found is
5 also for CAM and dated November 7, 2005. Although my
6 name is listed alone as member and manager, there is
7 no listing of any additional managers, unlike the
8 other documents."

9 Q Right. So this is a document that lists
10 you exclusively as the member and manager, right?

11 A Okay. Yes.

12 Q And according to your affidavit and
13 according to the document, yes?

14 A Okay.

15 Q And this is another document that is
16 prepared or at least it contains the WCSR document
17 stamp, right?

18 A Okay.

19 Q Right?

20 A Yes.

21 Q Okay. So now, one thing about law firms
22 is you can generally expect that you'll get a bill a
23 month after that they do the work, right?

24 A Okay, yes.

25 Q Okay. So you would expect that if Womble

1 Carlyle prepared this operating agreement in a
2 certain month, that they would thereafter pretty
3 quickly send you a bill for the time they spent on
4 it, right?

5 A I would assume so.

6 Q And was Stan Smith the primary person you
7 were working with at Womble Carlyle?

8 A He is the only one that I ever dealt
9 with.

10 Q Okay. And on this -- if he sent you
11 documents to sign, would you sign them?

12 A If Stan would have sent it to me, yes, I
13 would have signed it.

14 Q Okay. And if Stan sent you a request,
15 you would have sent him back a signed document?

16 A Yes, if it came from him, I would have.

17 Q Okay. So now I'm looking at the
18 signature page, which has the Bates number 000185,
19 okay. This is to Exhibit 3 of your affidavit, which
20 we've marked as our Exhibit 66, yes?

21 A Yes.

22 Q All right. So is that your signature?

23 A It appears to be my signature.

24 Q Okay. Now, this is not a stamp, correct?

25 A Correct.

1 Q Okay. So if I understand your position
2 in your affidavits, and we'll find out today, but I
3 mean, generally speaking, you don't know whether
4 that's your signature or somebody else cutting and
5 pasting your signature, is that your position?

6 A At this point, no, I don't know what is
7 real.

8 Q So if you signed an original operating
9 agreement, if you had an original signature on
10 that --

11 A Yes.

12 Q -- would you send that to Mr. Smith at
13 Womble Carlyle?

14 A If there was something that needed to be
15 signed, Mark would have brought it to me to sign.

16 Q Okay. So if Mr. Smith sent you an
17 operating agreement and Mr. Braddock produced it for
18 you to sign and sent it back to Mr. Smith, would that
19 be a reliable indication that you actually signed the
20 document?

21 A I would think so, yes.

22 Q Okay. So now we're getting somewhere.

23 MR. FURR: Assuming that Mr. Braddock
24 actually sent it back because he signed it.

25 MR. WARD: That's an assumption. We'll

1 figure that out from Womble Carlyle.

2 BY MR. WARD:

3 Q You paid all those bills to Womble
4 Carlyle?

5 A No.

6 Q Why was that?

7 A What do you mean did I pay them? Did I
8 physically write them a check?

9 Q Do you know if they were paid --

10 A I don't.

11 Q -- for their work?

12 A I don't. I would assume that they would
13 have been paid.

14 Q Do you know how long you retained Womble
15 Carlyle?

16 A I don't.

17 Q Your Exhibit 4 starts at 191.

18 MR. FURR: 189?

19 MR. WARD: Well, there's a title page on
20 189, but...

21 MR. FURR: Okay. Exhibit 4 actually
22 starts at 190, which is an e-mail.

23 MR. WARD: You're right. Okay. Let's go
24 to that.

25 BY MR. WARD:

1 Q You've got -- the first thing you attach
2 to your Exhibit 4 is an e-mail, and this is an
3 important one. I'd like to point out a couple of
4 things on this e-mail. First of all, you've got
5 Thompson Law is -- that was your lawyer at the time,
6 right?

7 A It was Julie's attorney.

8 Q Julie's attorney, but this is from you,
9 Todd Chrisley, right?

10 A Right.

11 Q So it's an e-mail from you that's marked
12 190 and you sent it to Thompson Law, right?

13 A That's correct.

14 Q And the other folks on this e-mail chain,
15 Simon Bloom, right?

16 A Yes.

17 Q Simon Bloom was another lawyer that was
18 representing you.

19 A That's correct.

20 Q Michael Todd Chrisley.

21 A That's correct.

22 Q Correct?

23 And there's an e-mail, there's two
24 e-mails on this page, the bottom one is from Mark
25 Braddock to Simon Bloom, but obviously you get a copy

1 because it's attached to your e-mail to Thompson Law,
2 right?

3 A No, that document -- that e-mail from
4 Mark to Simon Bloom was not -- that was copied to --
5 okay. Go ahead, yes.

6 Q But my point is this is your e-mail, Todd
7 Chrisley, right, to Thompson Law, right? You with
8 me?

9 A Yes.

10 Q Okay. And if you follow this, this is
11 one document, right? This is one e-mail. It's
12 basically a forward.

13 A Right.

14 Q See it says forward?

15 A Right.

16 Q Operating agreement.

17 A Uh-huh (affirmative).

18 Q Okay? And then it says attached is
19 the -- and Mark's e-mail at the bottom to Simon
20 Bloom --

21 A Uh-huh (affirmative).

22 Q -- that you get and forward -- see, here
23 it goes from Mark to you.

24 A Uh-huh (affirmative).

25 Q Okay? And then from you to Mr. Thompson.

1 A That's correct.

2 Q So in August of 2012, you and
3 Mr. Braddock are cooperatively working in
4 discussing --

5 A No.

6 Q -- things with Mr. Bloom?

7 A No.

8 Q Okay. So how --

9 A And the one in February from Mark, Mark
10 was sending that to Simon Bloom, I found that e-mail
11 and I forwarded that to Bob Thompson.

12 Q I got you. So you have included here a
13 communication between you and Mr. Thompson, yes?

14 A Are you saying I included it?

15 Q It's attached to your affidavit.

16 A Okay. All right.

17 Q Yes?

18 MR. FURR: Yeah, it is.

19 BY MR. WARD:

20 Q Okay. And it also references an e-mail
21 from Mark Braddock at Chrisley Asset Management to
22 your lawyer Simon Bloom.

23 A Correct.

24 Q Right?

25 A Uh-huh (affirmative).

1 Q You have openly done that and attached it
2 to your affidavit, correct?

3 A Well, the attorney did.

4 Q But you signed the affidavit, correct?

5 A Right.

6 Q And you knew that you were producing
7 e-mails between you and your lawyer and between
8 Chrisley Asset Management and Simon Bloom, yes? You
9 can see that on the document.

10 A I see the document, but did I know that
11 he was including the e-mail? No, I did not sign my
12 affidavit.

13 Q Are you saying you were unaware of the
14 attachments that were being made? You didn't know
15 your affidavit was including an e-mail?

16 A I don't recall what was in the affidavit.
17 I haven't read it in a while.

18 Q That's fine. I mean, I understand. This
19 is not a memory test. This is -- this is your
20 Exhibit 4, okay, so maybe we can help you out by
21 finding -- if you'll look at the Bates number --
22 well, just look at page number six of your affidavit,
23 okay? The Bates numbers are a little bit off there.
24 Do you see it?

25 A Yes.

1 MR. FURR: Paragraph.

2 A Okay. What do you want me to read?

3 Q So paragraph ten is the paragraph that --
4 that you -- where you refer to your Exhibit 4 --

5 A Correct.

6 Q -- right?

7 So paragraph ten says: "In fact, as late
8 as March 2012, Mark Braddock communicated to company
9 attorneys working on a matter for the company that
10 the November 5th, 2005, operating agreement was in
11 fact the real operating agreement of Chrisley Asset
12 Management."

13 A Correct.

14 Q Are you endorsing that, that this was the
15 real operating agreement of Chrisley Asset
16 Management?

17 A I think the reason that was done was to
18 establish the percentages in there because I think
19 from day one we knew that we could not count on the
20 entire document.

21 Q So what I'm asking is, is it your
22 position that that is the real operating agreement of
23 Chrisley Asset Management, or are you simply saying
24 that Mark Braddock said that?

25 MR. FURR: Wait. Listen to his question

1 carefully and read that carefully before you
2 answer that.

3 A When they use the term "real," I don't
4 know that we know what is real.

5 Q I understand. I want to know now, here
6 today, under oath, is it your position that the
7 operating agreement that's attached to your Exhibit 4
8 which begins with that e-mail is the real operating
9 agreement?

10 A I do not know. I can only tell you that
11 the percentageship is correct.

12 Q Okay. So -- and -- and that's the one
13 where you say that Julie had an interest of
14 60 percent since 2005, yes?

15 A That's what this document says.

16 Q But you -- that's the percentage that you
17 are --

18 A She has always had 60 percent.

19 Q And that's your testimony today under
20 oath?

21 A Yes.

22 Q That she's always had 60 percent?

23 A Yes.

24 Q Of membership interest, right?

25 A I don't know how -- I don't know how it

1 was labeled or titled or whatever.

2 Q Well, you're saying that she owned
3 60 percent of the company, yes?

4 A Julie and I had 70 percent, she's 60 and
5 I had ten.

6 Q Just making it very clear. When you
7 spoke to your lawyers back in 2005, did you tell them
8 that Julie was a 60 percent owner of the company?

9 A No, I think that was amended at a later
10 date when Chrisley Asset Management actually opened.

11 Q Amended. So when you spoke to them in
12 2005, did you tell them --

13 MR. FURR: Who is "them" that you're
14 talking about?

15 MR. WARD: I'm talking about Michael Todd
16 Chrisley.

17 MR. FURR: No, no, but you spoke to -- he
18 can't speak to himself.

19 MR. WARD: The lawyers. Your lawyers in
20 2005.

21 MR. FURR: Which lawyers are you talking
22 about?

23 MR. WARD: I don't know who they were.
24 Just whoever your lawyers were in 2005.

25 MR. FURR: You've named five or six law

1 firms and I want to make sure we're talking
2 about the same law firm.

3 BY MR. WARD:

4 Q Did you tell any lawyers in 2005 that you
5 were the 100 percent owner of Chrisley Asset
6 Management?

7 A I don't know.

8 Q Did you have them prepare operating
9 agreements that said you were the 100 percent manager
10 of Chrisley Asset Management?

11 A I don't know that I would have been the
12 one to have handled having them prepare anything.

13 Q Okay. But when you -- when you do
14 actually sign documents, you review them?

15 A Not necessarily, because if it was
16 something that Mark gave me or one of my attorneys
17 gave me, I trusted it to be true.

18 Q Okay. So you did not review operating
19 agreements that you signed in 2005?

20 A I do not know. I do not remember.

21 Q Do you know who prepared the operating
22 agreement that is attached to your affidavit as
23 Exhibit 4?

24 A Which one is that?

25 Q That's the one that has the e-mail,

1 begins with the e-mail between you and Mr. Thompson,
2 okay? It's this one here.

3 A No.

4 Q I'm going to ask you about some addresses
5 while I'm pulling the document. What's [REDACTED]

6 [REDACTED]

7 A It was a property -- we refer to it as
8 [REDACTED] West Conway.

9 Q Oh, that's the West Conway property?

10 A Yes.

11 Q Okay. [REDACTED] in
12 Alpharetta.

13 A It's a PO Box.

14 Q For what -- for what entities?

15 A For all of our mail.

16 Q Is that like a storefront PO Box?

17 A It is.

18 Q What's the name of the store?

19 A I've never been there. It's a UPS is
20 what I'm told.

21 Q [REDACTED]
22 Alpharetta, Georgia.

23 A I think that's the Select building.

24 Q Select Real Estate?

25 A Yes.

1 Q The Lancaster Square, [REDACTED]
2 [REDACTED] Roswell, Georgia.

3 A That was a spec house in Chatham Park.

4 Q [REDACTED],
5 Suwanee, Georgia.

6 A Suwanee, Georgia?

7 Q Uh-huh (affirmative).

8 A I don't know.

9 Q You don't recognize that house?

10 A No, I don't.

11 Q You have no knowledge of that house
12 whatsoever?

13 A No, I do not.

14 MR. FURR: What's the address again?

15 MR. WARD: [REDACTED]

16 [REDACTED]
17 BY MR. WARD:

18 Q [REDACTED], Atlanta,
19 Georgia.

20 A What is it? Say that again.

21 Q [REDACTED], Atlanta,
22 Georgia.

23 A That's the office building, Tower Place,
24 yes.

25 Q And at least CAM was there. Any other

1 businesses there at Tower Place?

2 A No, sir.

3 Q [REDACTED] I

4 believe y'all call that the Realm condo?

5 A Yes, the Realm.

6 Q And what is that property?

7 A That was a condo that belonged to my son.

8 Q Which son?

9 A Kyle.

10 Q [REDACTED]

11 A It's a rental property.

12 Q A property that y'all rent out?

13 A Well, it's not rented, but I mean it was
14 a rental.

15 Q Who owned it?

16 A I did.

17 Q Individually?

18 A I believe so.

19 Q [REDACTED]

20 A That's my mother's home.

21 Q In Alpharetta?

22 A Correct.

23 Q What's your mother's name?

24 A Faye.

25 Q She was just deposed, right?

1 A Yes.

2 Q 830 Conway is 830 Fairfield as well.

3

4 A That's a property that I used to own that
5 Mark Braddock has now.

6 Q What city is that in?

7 A Santa Rosa Beach, Florida.

8 Q You have 42 acres in south Fulton County,
9 or did you at some point?

10 A Yes.

11 Q What was it titled under?

12 A I don't remember. I don't remember. It
13 was in, I think, Union -- I think it was in Union
14 City or something. South Fulton Land.

15 Q South Fulton Land LLC was --

16 A South Fulton Land, yeah.

17 Q Does that entity still exist?

18 A I have no idea.

19 Q Still own the property?

20 A Not that I know of.

21 Q [REDACTED], Thousand Oaks,
22 California.

23 A That was a townhome that we owned.

24 Q "We" being you and Julie?

25 A Yes.

1 Q And do you still own it?

2 A We do not.

3 Q [REDACTED] Pacific Palisades,
4 California.

5 A I used to own that, yes.

6 Q Is that a home or townhome?

7 A It was a home.

8 Q Do you still own it?

9 A I do not.

10 Q Is that one of those short sales?

11 A It was.

12 Q Who had the loan on that? Is that Bank
13 of America?

14 A Bank of America.

15 Q [REDACTED] Anderson, South
16 Carolina.

17 A That was a home I lived in when I was
18 married to my first wife.

19 Q That you no longer own that?

20 A No.

21 Q And then [REDACTED], we've
22 already discussed, in Seneca?

23 A Correct.

24 Q That's still owned by you, though, right?

25 A It is.

1 Q [REDACTED] Santa Rosa Beach,
2 Florida.

3 A Yes, that was owned by me.

4 Q I'm sorry?

5 A That was owned by me.

6 Q Okay. And do you -- have you represented
7 that you lived in that property for -- you maintain
8 that property as your residence?

9 A We did up until it sold.

10 Q So when did you move out of that
11 property?

12 A I don't remember.

13 Q Well, that property was being renovated
14 in -- from 2008 going forward, right?

15 A I don't remember.

16 Q Who was in charge of renovating that
17 property?

18 A I'm sorry?

19 Q Who was in charge of renovating that
20 property?

21 A I don't know that there was ever any
22 renovation started on that property.

23 Q When's the last time that you recall
24 going to the property?

25 A The year it sold, so 2012 or '11.

1 Q All right. So let me see if I can get
2 this right. Do you claim that that was your
3 residence in 2011?

4 A I don't remember when that sold.

5 Q Do you claim it was your residence in
6 2010?

7 A If it had not sold, it would have been.

8 Q It was not your residence in 2012,
9 correct?

10 A No, that would have been [REDACTED]
11 Drive.

12 Q Did you receive mail at that address?

13 A You don't get mail in Seaside at that
14 address. They don't have mailboxes.

15 Q You get it at a post office box or
16 something?

17 A Yes.

18 (Off the record.)

19 BY MR. WARD:

20 Q Lot 56 Watersound. I think that's
21 another Seaside property, isn't it?

22 A No, that's in Watersound. That's two
23 separate locations. That's a spec house.

24 Q Say that again, please.

25 A That was a spec house.

1 Q Spec house, okay.

2 Finishing up on, for now, this Exhibit 4
3 to your affidavit, I'd like to know if you know when
4 it was signed even if you don't know who signed it?

5 A I do not.

6 Q You haven't learned that even to today's
7 date? That's this -- these signatures appear on 208,
8 I think we've looked at an earlier iteration of these
9 in your affidavit, but you don't know when these were
10 signed?

11 A I don't.

12 Q Okay. Is that -- that's not Julie's
13 signature, either?

14 A It is not.

15 Q Do you recognize the signature above the
16 line Todd Chrisley as Mark Braddock's signature for
17 you?

18 A It is.

19 Q Did you ever authorize Mark Braddock to
20 sign documents for you generally?

21 A No.

22 Q Okay. So did you ever provide
23 notification to banks that Mr. Braddock could sign
24 documents for you?

25 A If I -- if the bank would have had to

1 have notified me of that, and I don't believe the
2 bank would have allowed him to have signed my name to
3 it unless he had a power of attorney.

4 Q So did you provide a power of attorney to
5 anyone, ever, for him to sign documents?

6 A Not to my knowledge. Not to my
7 knowledge.

8 Q Did you have a stamp?

9 A Yes. There were -- I think they found
10 seven of them.

11 Q Okay. Were the stamps different?

12 A Yes.

13 Q Who has the stamps?

14 A I believe the -- I believe Julie's
15 attorneys do.

16 Q I'm sorry, who?

17 A I believe Julie's attorneys have them.

18 Q So is that Bob Barr at the moment?

19 A Yes.

20 Q Has she replaced Bob Barr yet?

21 A No. Well, she's in the process of that
22 now.

23 Q All right. So the stamps are in the
24 possession of Mr. Barr's firm for now?

25 A Correct.

1 Q And there are seven of them?

2 A I believe that's the number.

3 Q And they're all for you?

4 A No. There were two that were Julie's and
5 I think the rest were mine.

6 Q Okay. And how did those stamps get
7 ordered?

8 A I have no idea.

9 Q Had you never known about the stamps?

10 A I knew that there was one stamp that
11 supposedly was used to endorse checks.

12 Q Let me just ask, I've got a check that's
13 produced on a Chase document number 704, is that the
14 stamp?

15 A Yes, it is.

16 Q Okay. So whenever we see that sort of
17 thick-lined signature like that that is on that check
18 number 2222 for Chrisley & Company, that is an
19 example of the stamp that you knew about and
20 approved?

21 A I knew that stamp was in existence and it
22 was approved to endorse checks.

23 Q Okay. But not by power of attorney.

24 A No.

25 Q So how did you go about -- how did people

1 know it was okay to use it if there was no power of
2 attorney?

3 A Mark is actually the one who ordered the
4 stamp.

5 Q But it's okay to use it, at least --
6 certainly on this check, right?

7 A It was at the time, yes.

8 Q How did people know when it was okay to
9 use this stamp if there was no power of attorney?

10 A Well, normally whenever there was going
11 to be checks like that sent out, if it was something
12 for us personally, I would see those checks and Donna
13 would stamp those checks.

14 Q So for the stamp to be used on a check,
15 you would look at the check --

16 A Donna would give me a spreadsheet of what
17 was being sent out.

18 Q And you would approve the spreadsheet?

19 A Correct.

20 Q Okay. Did you -- who had access to the
21 stamp?

22 A No one was supposed to have them other
23 than Mark Braddock or Alina Clerie.

24 Q Okay. So I understand nobody was
25 supposed to, but do you know if other people had

1 access to them?

2 A I do not.

3 Q Where were the stamps kept?

4 A I was told that they were kept in Alina's
5 office.

6 Q Did you take any measures to ensure that
7 the stamp was secured in Alina's office?

8 A No, I was told that that's where it was
9 secured and her office had a lock on it.

10 (Exhibit No. 67 was marked for
11 identification.)

12 BY MR. WARD:

13 Q I'm going to show you a document. Just a
14 second. I'm going to try and see if I can get this
15 on the screen as well.

16 I show you a document that we've marked
17 as Exhibit 67 and ask if you have seen that document
18 before.

19 A Is this not the operating agreement?

20 MR. FURR: Just answer the question.

21 A Yes.

22 Q You've seen this document before?

23 Okay. So looking at page one of this
24 document, there is a -- there's two forwards to this
25 document. There's an e-mail at the top, you to Mark

1 Braddock and mchrisley1@aol. I assume that's you
2 copying yourself?

3 A You're asking me did I send this e-mail?

4 Q Yes, sir.

5 A No, I did not send this.

6 Q Well, do you maintain mchrisley1@aol.com?

7 A Well, I used to until we found that there
8 had been a key logger placed on it to trap the
9 password.

10 Q So when was that?

11 A When was that key logger put on there?

12 Q When did you discover the key logger?

13 A We just got signed affidavits four weeks
14 ago.

15 Q So when did you discover it?

16 A I believe it was during the receivership,
17 the first receivership.

18 Q So were you using that e-mail address in
19 January of 2012?

20 A Yes, yes.

21 Q So this e-mail is an e-mail from the
22 mchrisley1@aol.com e-mail to the mchrisley1@aol.com
23 and Mark Braddock, it's a CC to your e-mail as well
24 as an e-mail to Mark Braddock, right?

25 A Uh-huh (affirmative).

1 MR. FURR: Yes.

2 A Yes.

3 Q And you had access to that e-mail, right?

4 A I did.

5 Q So that e-mail address is both the sender
6 and the recipient, right?

7 A As it appears, yes.

8 Q Okay. So whether you sent it or received
9 it, it would have come to your active e-mail at that
10 time, correct?

11 A That's correct.

12 Q Okay. So did you see it in January
13 of 2012?

14 A I did not.

15 Q It purports to say -- so it's your
16 testimony that you did not draft this e-mail?

17 A I did not.

18 Q Okay. Did you talk to Jinger Brown about
19 notarizing this -- the attached operating agreement
20 in January of 2012?

21 A I did not.

22 Q Okay. Do you see at the bottom part of
23 this e-mail it refers to Jackie Royal at the Law
24 Office of Jonathan Alper?

25 A I do.

1 Q Did you have any communication with Mr.
2 Alper?

3 A I've never heard his name until today.

4 Q All right. So you -- Mr. Alper would
5 then not be aware of any communication with you
6 because you never talked to him, right?

7 A I don't believe I've ever spoken to this
8 man.

9 Q Are you certain that you've never spoken
10 to the man?

11 A No, I'm not certain, but I'm almost
12 certain.

13 Q Okay. We can reasonably anticipate that
14 Mr. Alper did not -- would not recall speaking to
15 you, then, right?

16 A I don't know who this person is, nor did
17 I send this e-mail.

18 Q Have you ever met with Mr. Alper?

19 A I have not.

20 Q Anyone at his office?

21 A I have not.

22 Q Have you spoken with or communicated with
23 Jackie Royal?

24 A I don't know who that is.

25 Q The operating agreement that is attached,

1 right, is a draft of the operating agreement that is
2 attached as your Exhibit 1 and is attached to the
3 e-mail that is your Exhibit 4, correct?

4 MR. FURR: When you say "your exhibit,"
5 are you talking about the exhibits to the
6 affidavit?

7 BY MR. WARD:

8 Q The ones that are attached to my 66.
9 When I refer to your Exhibit 1 and 4, I'm referring
10 to the ones attached to the affidavit that we've
11 marked as Exhibit 66, right?

12 A Yes.

13 Q Okay. And at least in Exhibit 4 to your
14 Exhibit 6 you -- let me ask you this.

15 Did you know that Mark Braddock sent
16 Simon Bloom this operating agreement?

17 A I did not. That was found by the first
18 receiver.

19 Q So Mr. Bloom didn't tell you, hey, I got
20 this operating agreement?

21 A I don't recall him ever discussing it
22 with me.

23 Q Did you have a meeting with Mr. Bloom
24 about needing an operating agreement?

25 A We had an operating agreement, why would

1 we need one?

2 Q Well, when you say you had an operating
3 agreement, you were asked by Mr. Bloom for an
4 operating agreement, correct?

5 A I don't remember. I don't recall.

6 Q Well, the meetings that you had with Mr.
7 Bloom included Mr. Braddock, did they not?

8 A To my -- yes, I think I had two meetings
9 with him.

10 Q Okay. Might have been more than two?

11 A I think I've only been to his office one
12 time.

13 Q Well, you know for sure that Mr. Bloom
14 was hired to represent --

15 A Yes.

16 Q -- you and Julie, right?

17 A No, he was hired to represent me.

18 Q Just you individually --

19 A Yes.

20 Q -- Michael Todd Chrisley.

21 Okay. And were there e-mail
22 communications between Mr. Bloom and you or Mark
23 Braddock asking you for an operating agreement that
24 reflected that Julie had a 60 percent interest in the
25 company?

1 A I don't recall that.

2 Q Did you read e-mails from Mr. Bloom?

3 A I'm sure I would have.

4 Q And did you e-mail back to Mr. Bloom?

5 A If it was something that I had knowledge
6 of; and if I didn't, I would have forwarded it over
7 to Mark.

8 Q Well, he was your lawyer at the time,
9 right?

10 A Correct.

11 Q Okay. So just so we're clear, I want to
12 make sure that I've got this pinned down. Mr. Bloom,
13 Simon Bloom, that's the lawyer that Mr. Braddock
14 writes to and that you include an e-mail from in your
15 Exhibit 4 to my Exhibit 66, right?

16 A Correct.

17 Q And you don't recall how it is that Mr.
18 Braddock came to be sending Mr. Bloom an operating
19 agreement on February 17th, 2012?

20 A I don't recall.

21 Q Okay. And so that was February 17th of
22 2012, and the Alper e-mail is January 13, 2012,
23 that's Exhibit 67. Does none of that ring a bell for
24 you?

25 A It does not.

1 Q You have no idea how it is that Mr. Alper
2 is drafting an operating agreement in January of
3 2012, correct?

4 A I do not.

5 Q And you have no idea how that agreement
6 ends up in your lawyer's hands in February of 2012?

7 A No, because I think we had reached out to
8 Simon after all this started and asked for a copy of
9 the operating agreement, and I forget his name, it
10 starts with a T, Troy, Troy said he didn't have any
11 such operating agreement.

12 Q Okay.

13 A And then Lee Nicholson found this on the
14 server.

15 Q Okay. So Troy, is he still with Simon
16 Bloom?

17 A I don't know. I mean, I just remember
18 that I think that was the name of the person that we
19 contacted to find out if he had it.

20 Q Okay. Well, if Mr. Bloom was provided an
21 operating agreement in February 17th, he would still
22 have it, right?

23 A Well, we would think so, but we -- we
24 gained it via the server at the office.

25 Q Okay. Well, was -- was Mr. Bloom the

1 actual attorney that you dealt with at the Bloom law
2 firm?

3 A I spoke to Simon on several occasions
4 over the phone.

5 Q Did you authorize anybody to speak on
6 your behalf with Mr. Bloom?

7 A No.

8 Q When you had meetings with Mr. Bloom, I
9 believe the gentleman at the end of the table was --

10 A Mark was there, yes.

11 Q -- was there.

12 Did you authorize Mr. Braddock to speak
13 in those meetings?

14 A He could tell whatever he had to tell.

15 Q And did you hear what he had to say?

16 A I was sitting in the room with him.

17 Q Okay. Did you ever object or say that
18 what he's saying is not true?

19 A I don't recall what he said.

20 Q Well, do you recall anything being said
21 to Mr. Bloom that you felt was untrue?

22 A I don't even recall the conversation with
23 Mr. Bloom.

24 Q I understand that. So accepting that you
25 don't recall the substance, now I'm just trying to

1 see if you remember whatever the false statement was.
2 Do you recall any false statement being made of any
3 kind by Mr. Braddock to Mr. Bloom or anybody in his
4 law firm?

5 A If it was told at that time and it was
6 false, I didn't know it to be false at that time.

7 Q Okay. So if there was a discussion about
8 the need to create a document confirming a 60 percent
9 interest going all the way back to 2005, you did not
10 object, you didn't say anything?

11 A I don't recall ever having such a
12 conversation. I don't believe there was such a
13 conversation.

14 Q Okay.

15 A There would be no reason to do that.

16 Q Do you know if Mr. Bloom was also
17 provided a copy of the Exhibit 3 to your affidavit,
18 which is the Chrisley Asset Management LLC operating
19 agreement? That's the one that has you as the sole
20 owner?

21 A You're asking me -- what's the question
22 again?

23 Q Do you know whether Mr. Bloom was
24 provided a copy of that operating agreement dated
25 November 7th, 2005, and purports to have you as the

1 sole --

2 A I don't know.

3 Q -- member/manager?

4 So you would not recall, as having seen
5 that document, there was some discussion about
6 needing to amend the operating agreement?

7 A No, I don't recall any such conversation.

8 MR. FURR: Can we take a break for five
9 minutes?

10 MR. WARD: Absolutely. Any time.

11 (A recess was taken.)

12 MR. WARD: Back on the record.

13 BY MR. WARD:

14 Q So Chrisley Asset Management was
15 organized in 2003, correct?

16 A I don't know the dates.

17 Q Let me ask you this because I know dates
18 are -- sometimes it's easier to go by events.

19 The entity was created before EAM was
20 sold to Chatham, correct?

21 A I was under the impression that it was
22 created simultaneously.

23 Q Okay. Well, I'll just tell you the
24 Secretary of State indicates it was organized
25 November 3rd, 2003, is that -- do you know -- who

1 handled that for you, setting it up?

2 A I don't know.

3 Q Could it be Womble Carlyle?

4 A Could have been.

5 Q Okay. And Executive Asset Management was
6 organized in September of 2005, right?

7 A You're saying that Executive came after
8 Chrisley?

9 Q Yes, according to the Secretary of State.

10 A No, that's not right.

11 Q So you believe that's incorrect?

12 A I do.

13 Q Well, I mean, I'm going off of Secretary
14 of State stuff and I --

15 A That's okay.

16 Q You know, I could probably actually help
17 you.

18 (Off the record.)

19 BY MR. WARD:

20 Q I have actually got EAM, do you see that,
21 entity creation date, 9/26/2005.

22 A Uh-huh (affirmative).

23 Q Does that refresh your memory about it?

24 A No.

25 Q The creation date 9/26/2005, any reason

1 to disagree with what's on the --

2 A There was no Chrisley Asset Management
3 prior to Executive Asset Management.

4 Q Okay. But just to start with, do you
5 agree that the date on the Secretary of State's
6 website is accurate as to the creation of Executive
7 Asset Management LLC?

8 A I don't know.

9 Q And then if we go to -- I'm really not
10 the most facile on this stuff so you have to bear
11 with me. Chrisley Asset Management and search. So I
12 looked at the Secretary of State's website. We've
13 got up on the screen Chrisley Asset Management LLC,
14 entity creation date is November 3rd, 2003.

15 Does that in any way refresh your memory
16 about this -- about Chrisley Asset Management being
17 created in 2003?

18 A I believe that would be an error. I
19 don't believe that's correct.

20 Q So you think it's an entry error at
21 the --

22 A I think it's something, because Chrisley
23 Asset Management did not exist. It was Executive
24 Asset Management.

25 Q Well, perhaps this will help. Do you see

1 there's a name change in November of 2005?

2 A Okay.

3 Q I don't know if that helps you at all,
4 but I can probably show you that document.

5 All right. So do you see here I'm
6 showing you a document off of the Secretary of
7 State's website, docket number 053130486?

8 A Okay.

9 Q And that shows a name change from
10 Executive Asset Management LLC to Chrisley Asset
11 Management LLC, does that help?

12 A Yes. I mean, it doesn't have the dates,
13 but I know that -- how it happened, it went from
14 Executive to Chrisley.

15 Q The date is 11/7/05, do you see that?

16 A Okay.

17 Q Does that -- does that refresh your
18 memory?

19 A I don't remember any of these dates. I
20 know that that document says that the name was
21 changed, and I know that the name was changed from
22 Executive to Chrisley.

23 Q All right. And prior to Chrisley Asset
24 Management being created in -- I guess changing its
25 name to Chrisley Asset Management LLC on 11/7/2005,

1 the Executive Asset Management entity, whatever it
2 was, was owned entirely by you, correct?

3 A Well, it was -- it was mine and Julie's,
4 but I mean for all purposes, I mean, I controlled
5 everything.

6 Q Well, when you -- when you would get a
7 loan for EAM or establish a banking relationship, you
8 would represent that you were the 100 percent owner,
9 correct?

10 A Well, I didn't handle any of that.

11 Q Who handled --

12 A Mark Braddock.

13 Q He handled the interaction with the
14 banks?

15 A Yes, he did.

16 Q For Executive Asset Management?

17 A Yes, he did.

18 Q So you were required to do signature
19 cards for banks?

20 A Whatever he brought to me to sign is what
21 I signed.

22 Q So that's not a very complicated
23 document, though, right, the signature card?

24 A No.

25 Q You can certainly understand that?

1 A Yes.

2 Q And did you fill out loan applications to
3 various banks?

4 A I believe -- I believe Mark would have
5 done that.

6 Q And once they were filled out, would you
7 sign them?

8 A If he put it in front of me at that time,
9 I would have probably signed it.

10 Q All right. Let me see if I can -- maybe
11 this -- this will -- let me just go through some --
12 I'm trying to figure out -- these are just documents.
13 This one is Chase document number 51, 000051. It has
14 a signature that purports to be your signature. The
15 interviewer is Mark Dodson, okay. Does that look
16 like a signature that you would have done?

17 A That is not my signature.

18 MR. FURR: Is there a top part to that
19 document?

20 MR. WARD: There's -- there's an entire
21 document to it. I can probably find it for
22 you.

23 MR. FURR: Is it his name typed in there
24 someplace?

25 MR. WARD: What's that?

1 MR. FURR: Is his name typed in --

2 MR. WARD: Yeah, it is. Let me see if I
3 can pull that for you from another...

4 All of the signature examples are pulled
5 from this notebook here. You're welcome to
6 thumb through it. But, you know, I can
7 probably get...

8 MR. FURR: Was there a Bates stamp number
9 on that?

10 MR. WARD: Yeah, 51. But those are just
11 kind of compiled --

12 MR. FURR: Okay.

13 MR. WARD: -- signature -- it's a
14 signature compilation, but it will give you
15 some context.

16 MR. FURR: My only question was if you're
17 showing him a signature at the end of a
18 document, you're chopping off just the end of
19 it, I think he needs to see that his name is
20 typed and the whole document, what it is.

21 MR. WARD: I understand. But what I'm
22 doing here is just I'm trying to see if you
23 recognize signatures, and I'm giving you the
24 Bates references just so that we all have a
25 point of reference. And we can go in the

1 break, I've got the notebook with all the
2 documents. All I'm trying to do right now is
3 just trying to get a sense.

4 BY MR. WARD:

5 Q Like the document that's on the screen,
6 which is, you know, Chase 51, is that -- do you
7 recognize that as a stamp?

8 A No, that's --

9 Q You said there were seven stamps?

10 A No; that's Mark's signature.

11 Q Let's try -- all right. So this is a
12 document that's produced by Synovus, which is Athens
13 First Bank.

14 A Uh-huh (affirmative).

15 Q So it's got Synovus stamp 35, maybe
16 344 -- 354, okay. And it's got a signature on it
17 that purports to be yours. Do you recognize the
18 signature on this document?

19 A That's Mark's signature.

20 Q That's Mark's signature for you. Was he
21 authorized to sign documents with Athens First?

22 A No, no, no.

23 Q Do you know whether you established --
24 whether LKC, LLC established banking relationships
25 with Athens First Bank?

1 A Yes.

2 Q Did they obtain loans from Athens First
3 Bank?

4 A Yes.

5 Q How was it that that happened?

6 A I don't remember. It's been years ago.

7 Q Did you send Mark to set up the banking
8 relationship?

9 A No, I think that would have been done...

10 Q Done?

11 A I don't remember how long ago that's
12 been, but I think that that would have been done by
13 Christina something.

14 Q An employee of Chrisley Asset Management?

15 A No. Athens First -- O'Brien.

16 Q Christina O'Brien?

17 A Yeah.

18 Q And was she advised that Mark Braddock
19 was -- I mean, for example, if you do a signature
20 card at a bank, you've got to do that at the bank,
21 right?

22 A Well, I have learned that that's not
23 always the case.

24 Q All right. Well, do you know Mr. Dodson
25 from the last document?

1 A Yes, I think he's Midtown Bank.

2 Q All right. And did you meet with him?

3 A I have met with him on several occasions.

4 Q So he would know you?

5 A Absolutely.

6 Q Okay. So if he signed a document that
7 said he was the interviewer on a document, he would
8 know who was sitting there in front of him signing
9 it.

10 A That's not the way it works.

11 Q I'm just saying if you were there with
12 him, he would know who you are versus --

13 A Absolutely.

14 Q -- Mr. Braddock?

15 A Absolutely.

16 Q Okay. The signature -- this is another
17 Synovus document. It's Synovus 000436, just the next
18 page of that document. It purports to be a signature
19 again. Is that --

20 A That's Mark.

21 Q That's Mark signing for you? Okay.

22 MR. FURR: When you say that's Mark
23 signing his signature, that implies Mark is
24 signing for him, that Mark had authority to
25 sign for him?

1 THE WITNESS: Correct.

2 MR. FURR: You're not saying that.

3 THE WITNESS: No, I'm not saying that.

4 BY MR. WARD:

5 Q And it's your testimony that that would
6 be an unauthorized signature, that he didn't have the
7 authority to go in and sign for you?

8 A No, he did not have the authority to sign
9 these things.

10 Q Do you remember when we met briefly down
11 in Pensacola and I asked you questions at the 341
12 hearing?

13 A I don't remember what questions you asked
14 me.

15 Q Just that I questioned you, do you
16 remember?

17 A Yes.

18 Q Do you remember my asking you about the
19 lease to the Water Color property?

20 A What was your question?

21 Q My question there was whether you signed
22 the document or not, and you said that Mark Braddock
23 had signed it. I asked you if it was authorized and
24 you said it was.

25 A Right.

1 Q Okay. So what I'm trying to figure out
2 is how do we know when we see a signature by Mark
3 Braddock that it's authorized or not? The lease is
4 an example of an authorized document, how does the
5 world know that Mark Braddock is authorized or not
6 authorized?

7 A A lot of times I didn't see any of this
8 stuff, so I don't know what's authorized and what's
9 not.

10 Q So the only way that we can tell is if
11 one or both of you remember that it was on that
12 particular day that particular document was
13 authorized?

14 A Pretty much.

15 Q You would agree with me that there were
16 authorized -- documents that he was authorized to
17 sign despite the fact that there was no power of
18 attorney, correct?

19 A I would have to look at the document to
20 recall whether or not he was given that authority.

21 Q I understand. You have to go document by
22 document --

23 A Correct.

24 Q -- but you would agree with me that Mark
25 Braddock was authorized by you to sign certain

1 documents from time to time, correct?

2 A The only time Mark Braddock was
3 authorized to sign a document is if I knew exactly
4 what that document was.

5 Q I understand that, but there's no power
6 of attorney, right?

7 A Well, I think there's been one that has
8 popped up recently.

9 Q You're talking about the one that you
10 gave your mother?

11 A No.

12 Q One for Mark Braddock?

13 A Yes.

14 Q Where did that pop up?

15 A Through the -- the investigator found it.

16 Q And do you claim that that power of
17 attorney, whoever it is, is false?

18 A Absolutely.

19 Q That you didn't sign it?

20 A I did not sign it. It's been verified.

21 Q Who's the investigator?

22 A Joe Gavalis.

23 Q Joe?

24 A Gavalis.

25 Q Gavalis? Could you spell that for the

1 court reporter.

2 A G-A-V-A-L-I-S.

3 Q Is that the -- is he the person that also
4 did forensic investigation on the computers?

5 A No.

6 Q Who is that person?

7 A I don't know who that person is. I
8 didn't hire them.

9 Q What company -- well, you mention them in
10 your affidavit, the forensic person. Manny Kressel,
11 K-R-E-S-S-E-L?

12 A Yes, he was hired by the former receiver.

13 Q So that is -- and who is Manny Kressel
14 with?

15 A I don't know what the name of the company
16 is.

17 Q He was hired by Lee Nicholson?

18 A (Witness nods head affirmatively.)

19 Q And that information was handed over to
20 GlassRatner?

21 A I don't know what was handed over to
22 GlassRatner.

23 Q And Mr. Gavalis, what company is he with?

24 A I don't know. He was hired through the
25 attorneys, through Bob Barr.

1 Q He was hired by Bob Barr's firm?

2 A Uh-huh (affirmative).

3 MR. FURR: Say yes.

4 A Yes.

5 Q And the information that those folks are
6 getting, where are they getting it from?

7 A I do not know.

8 Q Were there computers taken into
9 possession of your attorneys from Chrisley Asset
10 Management?

11 A Not to my knowledge.

12 Q All right. Let's look at paragraph 28
13 again. Paragraph 28, page 16 of your affidavit,
14 which is my Exhibit 66: "Our recent investigations
15 using employees of highly qualified forensic computer
16 and data reconstruction expert, Manny Kressel, as
17 well as Roswell police uncovered disturbing
18 incidences of wiretapping, keystroke devices on
19 employee computers which could access private e-mail
20 accounts and passwords, et cetera."

21 What computers were these police officers
22 and Manny Kressel looking at?

23 A He looked at one in my home, and I
24 believe that there were several that he looked at in
25 the office.

1 Q Okay. And there's one in your home, is
2 that still -- do you still own that computer?

3 A It's in the custody of the Roswell Police
4 Department.

5 Q Okay. So the physical computer is in the
6 Roswell Police Department's --

7 A Correct.

8 Q -- custody?

9 Did you make a copy of the hard drive
10 before it was given to them?

11 A They took it out of our house the day
12 they found it.

13 Q All right. The day they found the
14 computer in your home?

15 A Yes.

16 Q Was it a computer you were unaware of?

17 A Yes.

18 Q Where was it kept in your home?

19 A It was kept in the mechanical room of the
20 terrace level.

21 Q And who put it there?

22 A We assume that Mr. Braddock had it placed
23 there.

24 Q Okay. Do you know if any -- if the
25 Roswell police folks are charging Mr. Braddock with

1 anything?

2 A I'm not at liberty to discuss that.

3 Q I'm sorry, I need an answer to that.

4 A I don't know.

5 Q So you don't know is your answer?

6 A I do not know.

7 Q Do you know if you're being investigated
8 for any crimes?

9 A Not that I'm aware of.

10 Q So the computers at CAM, did you make
11 copies of the hard drives?

12 A I don't know what was made.

13 Q This signature is another Synovus
14 document. It's on a note. Does that appear to be
15 your signature at Synovus Document 152?

16 A It does.

17 Q So that, at least -- you did sign
18 documents at Synovus?

19 A That's my signature.

20 Q All right. Now this is Synovus Document
21 157. It's another note. Is that your signature?

22 A It could be, but I'm not 100 percent
23 sure.

24 Q Okay. Let me see if I can get another
25 program up and I can get to that document and help

1 you.

2 That was Synovus 157 we were looking at.

3 So this is a commercial loan application.

4 A Okay.

5 Q Okay? And what I've done is just enlarge
6 that. Does that refresh your memory as to whether
7 that's your signature?

8 A It doesn't. It appears to be.

9 Q It does appear to be?

10 A It appears to be. I'm not 100 percent
11 certain, but it appears to be.

12 Q Okay. This is a signature on a check,
13 Chrisley & Company, number 1599, produced by Synovus
14 Bank at 161, do you see that?

15 A I do.

16 Q All right. Who -- who signed that?

17 A That looks like Mark's signature.

18 Q Okay. So Mark had the ability to sign
19 checks for Chrisley & Company?

20 A I don't know.

21 Q Well, have you seen this -- are you aware
22 of checks being signed by Mark Braddock on the
23 Chrisley & Company account?

24 A I was not. I don't believe so.

25 Q This is written to Athens First, the memo

1 line is "for CAM line," which I assume is the
2 Chrisley Asset Management line?

3 A Okay.

4 Q Was he authorized to make payments to
5 Athens First on the CAM line?

6 A They shouldn't have been coming out of
7 that account, they should have been coming out of the
8 operating account for Chrisley Asset Management.

9 Q Okay. So did you -- another thing that
10 we talked about at your 341 when we talked about
11 authorization of Mr. Braddock, I think you testified
12 then that Mr. Braddock was -- handled a lot of your
13 personal financial matters --

14 A He did.

15 Q -- for a long time, right?

16 A (Witness nods head affirmatively.)

17 Q And I gather that during that period of
18 time he was a friend and a trusted -- somebody you
19 trusted?

20 A He was my best friend.

21 Q He was your best friend and somebody you
22 trusted to handle, among other things, your personal
23 matters?

24 A Correct.

25 Q And I can see that that is no longer the

1 case, but at the time -- at the time was -- because
2 of that friendship, did he -- was he authorized to
3 handle some of your personal accounts?

4 A I don't know what he was authorized to do
5 because Mark handled pretty much everything. So I
6 don't know what he set up and what he put his name on
7 and how he handled it.

8 Q All right. So this is 2009, right,
9 August 28th, 2009, Synovus Document 161. At that
10 time Chrisley & Company was really, for all intents
11 and purposes, a personal account for you and Julie,
12 right, the money would go in there and pay y'all's
13 personal bills?

14 A Correct, correct.

15 Q And money would flow from Chrisley Asset
16 Management to Chrisley & Company.

17 A Yes.

18 Q And then it would pay y'all's expenses.

19 A Correct.

20 Q Your personal expenses.

21 A Whatever expense.

22 Q And whatever money is taken out from
23 Chrisley & Company, LLC, whether it went to you
24 personally or to one of -- somebody that was selling
25 you something or providing services, it was

1 ultimately for you and Julie personally, for your
2 benefit?

3 A Yes. So I don't understand why CAM's
4 line of credit would have been paid through that
5 account.

6 Q I understand. So this -- this check
7 stands out as paying a business expense from an
8 account that you would normally expect only personal
9 expenses to be paid, right?

10 A No. Everything was pretty much paid out
11 of Chrisley & Company, but that loan right there
12 should have been paid directly by Chrisley Asset
13 Management -- Chrisley Asset Management before any
14 distributions were made.

15 Q So generally speaking, when you say
16 everything was paid out of Chrisley & Company --

17 A I don't know what all was paid out of
18 Chrisley & Company.

19 Q I understand. But generally speaking,
20 Chrisley & Company was not -- that account -- and
21 that's account number 3208, do you see that?

22 A Uh-huh (affirmative).

23 Q So the 3208 account at Chase for Chrisley
24 & Company was generally not to be used to pay
25 business expenses, correct?

1 A It would not have paid debt for Chrisley
2 Asset Management.

3 Q This check is an exception to what it was
4 generally used for, correct?

5 A Yes, I would think so.

6 MR. FURR: Do you have the back of that
7 check? It doesn't look like it was actually
8 negotiated.

9 MR. WARD: I don't know. It came from
10 Synovus.

11 MR. FURR: It doesn't have any bank
12 markings on it, that's why I asked.

13 MR. WARD: This is how it was produced to
14 us from Synovus.

15 MR. FURR: I understand. I understand.
16 Normally a check's got some cancellations
17 applied --

18 MR. WARD: All I can tell you is the bank
19 that received it, produced it. So, you know,
20 whether they -- whether they have been complete
21 in their productions, I don't know.

22 BY MR. WARD:

23 Q Do you recognize the handwriting on
24 the -- on the top of Synovus 161?

25 A I don't.

1 Q Okay. This is another Synovus document
2 that was produced to us, 177, does that look like a
3 signature that was done by you?

4 A No. That's Mark's.

5 Q So Synovus 177 is one you think is Mark's
6 or are you sure is Mark's?

7 A I'm 99 percent confident it's Mark's.

8 Q Okay. Synovus 179 has another signature,
9 does that appear to be Mark signing for you?

10 A It does.

11 Q Synovus 180 has a signature on it, can
12 you -- does that look like something you signed?

13 A No, that's Mark's.

14 Q That's Mark's signature on Synovus 180 as
15 well?

16 A It is.

17 Q Let me just do this so I can mark down
18 where we are on this document. 180 is probably in
19 this batch.

20 Okay. So this purports to be a
21 commercial loan application?

22 A Uh-huh (affirmative).

23 Q Okay. And you are confident that the
24 signature on that is Mark's?

25 A I am.

1 Q I think we covered this, but 177,
2 Synovus 177 is Mark's?

3 A Is Mark's.

4 Q And we did a prior loan application here
5 that was yours. Want to make sure we get that one.
6 The loan applications on one -- Synovus 157, is that
7 your signature?

8 A It appears to be my signature.

9 Q Okay.

10 A As to whether or not I actually placed it
11 on the document remains to be seen.

12 Q So you think it may have been a stamp?

13 A No, it's not a stamp.

14 Q Okay. All right. Synovus 183 contains a
15 signature on it that purports to be yours, do you
16 recognize that signature?

17 A It's Mark Braddock.

18 Q Synovus 163 is Mark Braddock's signature
19 to you?

20 A It is.

21 Q All right. This is a document, Synovus
22 187. Purports to be your signature. It's notarized
23 by Gina Smith. Do you see that document?

24 A I do.

25 Q Is that your signature?

1 A That appears to be my signature, but I
2 cannot tell you that I placed it on the document.

3 Q Well, this one is notarized by Gina Smith
4 in DeKalb County.

5 A She worked for the company and sat right
6 outside Mark's door.

7 Q Okay. So she would know if you signed it
8 or not?

9 A She would.

10 Q And Synovus 187 begins at Synovus 185.
11 It purports to be the third modification of the
12 promissory note. That's the 7th day of January 2011,
13 do you see that? It's a loan to Chrisley Asset
14 Management?

15 A Uh-huh (affirmative).

16 Q That was a loan that Chrisley Asset
17 Management had with Athens First Bank, right?

18 A Yes, I think so.

19 Q And then on the signature page, the bank
20 receives the signed promissory note notarized under
21 Chrisley Asset Management LLC, Michael Todd Chrisley,
22 sole member and manager, do you see that?

23 A I do.

24 Q And if you had the original of that
25 document, you could tell whether it was your

1 signature placed --

2 A No, we have someone that checks all of
3 it.

4 Q I'm sorry?

5 A We have a forensic handwriting expert
6 that checks it all.

7 Q Who is the forensic expert?

8 A I don't know. He was hired by Bob Barr.

9 Q Okay. But would he have been provided
10 this document, among others, or just all --

11 A Just whatever -- whatever they've put in
12 front of us for us to verify signatures. I don't
13 know what all it's been.

14 Q Okay. But this one at least appears to
15 be your signature.

16 A It does.

17 Q What you don't know is whether the
18 original signature was on the original document?

19 A Correct.

20 Q Okay. The original of this document
21 would have been provided to Synovus Bank since it's a
22 note, right?

23 A Okay. I would assume.

24 Q So if you saw the original from Synovus
25 Bank and it's got pen and ink on there, that would

1 confirm that that would be your signature?

2 A It could be my signature, yes.

3 Q I mean, Mark didn't sign your name that
4 way, as the way it appears on Synovus 187, correct?

5 A No, Mark did not sign my name that way,
6 but Mark cut and pastes my name that way.

7 Q I understand. That's why I'm saying this
8 is a note that was submitted to a bank --

9 A And I can't tell you any more than what
10 I've already told you.

11 Q Today.

12 A Yes. Correct.

13 Q But would you agree with me that if the
14 original -- you know, what lawyers and bankers
15 sometimes call blue ink, the original signature, is
16 at Synovus on this document --

17 A Okay.

18 Q -- that you put it on there, if the
19 original ink is on the document at Synovus?

20 A I would assume so, yes.

21 Q Okay. And that was, just to help date
22 it, that was in -- I think we covered the date just a
23 minute ago, it was in 2011, January of 2011.

24 (Exhibit No. 68 was marked for
25 identification.)

1 BY MR. WARD:

2 Q All right. So I've marked as an exhibit
3 now a document that begins Synovus 134 and continues
4 sequentially to Synovus 191, and just so we have in
5 the record the documents that we are talking about.
6 That would be inclusive of Synovus 185 through 187,
7 and that has been marked as Exhibit 68.

8 While you've got that in front of you,
9 could you just look at a few pages with me?

10 A Uh-huh (affirmative).

11 Q First of all, on the very front, 134, is
12 that your signatures?

13 A It appears to be.

14 Q And then on 136?

15 A It appears to be. Yes, it appears to be.

16 Q Then on 141, on your guarantee?

17 A It appears to be.

18 Q And on 143, this is the application?

19 A It appears to be.

20 Q When you say "it appears to be," do you
21 have any doubt that you signed these documents for
22 Synovus?

23 A I don't remember what all I've signed
24 because if something had to be signed by me, Mark was
25 always the one who procured those documents and

1 brought them to me.

2 Q Okay.

3 A If it was signed at a branch, then I
4 signed it.

5 Q All right. Who interacted with the loan
6 officers at Athens First Bank?

7 A Who are the loan officers?

8 Q Well, let's see. I've probably got a
9 couple of names. Let me ask you this just before I
10 get into the officers' names, and I'll find them in a
11 minute.

12 If you look at 165, it's a credit memo
13 that was provided by Synovus. Do you see in the
14 center of the page it starts "Chrisley Asset
15 Management is a full service REO management company."
16 Do you see it on 165?

17 A Yes, okay.

18 Q Okay. And this is an internal memo. I
19 realize you may not have seen it before, but I wonder
20 if you have any knowledge as to why Synovus would be,
21 in their credit memos, putting that "the company has
22 been in business for seven years and is owned 70
23 percent by Michael Todd Chrisley and 30 percent by
24 Key Asset Solutions (Mark Braddock)"?

25 A I'm sure that's something that Mark has

1 provided them.

2 Q Okay. Was Mark aware that Julie owned
3 60 percent?

4 A He was and he is.

5 Q All right. So did you ever correct
6 Synovus's impression that you were 70 percent owner?

7 A I don't know that I ever knew that was
8 their impression.

9 Q Michael Todd Chrisley & Company, was who?

10 A I don't know.

11 Q Film business of some sort? You never
12 heard of it? It's not your company?

13 A I don't even know what that is.

14 Q Michael Todd Designs, LLC --

15 A Yes.

16 Q -- was that affiliated with you?

17 A Yes.

18 Q What company was that?

19 A That was a design business, interior
20 design.

21 Q And it was located here in Georgia?

22 A It was.

23 Q Is it still active?

24 A It is not.

25 Q When did it cease to be active?

1 A Years ago, over five years ago.

2 Q Pacific partners development -- sorry,
3 Pacific Development Partners, are you familiar with
4 that company?

5 A I am now.

6 Q Does Julie own a percentage of Pacific
7 Development Partners?

8 A We have been told that she does not.

9 Q When did you first become aware of
10 Pacific Development Partners?

11 A I believe when Mark transferred the asset
12 over to that LLC so that we could -- so that I could
13 capture the tax loss on it.

14 Q Okay. When you talk about transferring
15 "the asset over," you're talking about the [REDACTED]
16 Conway property?

17 A That's correct.

18 Q And you were aware at the time that that
19 happened that the West Conway property was being
20 transferred to Pacific Development Partners?

21 A Mark had told me he had had a discussion
22 with George Grimsley that that's the way it needed to
23 be done to capture that tax loss.

24 Q Okay. And at the time that that
25 happened, you were still best friends with Mark?

1 A Yes.

2 Q You were trusted associates?

3 A Yes.

4 Q And you were -- he had your complete
5 authority to do that?

6 A At what time? What time is that? When
7 did that occur?

8 Q I can give you the date in a minute, but
9 I'm just trying to get context here. When the
10 property, [REDACTED] Conway, was transferred over to
11 Pacific Development Partners, at that time, when that
12 event occurred, you and Mark were still getting
13 along, you were trusted friends and associates?

14 A I think I had already started being told
15 of some things at that point, that George had
16 confirmed that that was the right thing to do.

17 Q Well, you were close enough and trusted
18 Mark enough at that time to let him handle the
19 transfer of a property that provided you a \$2.4
20 million tax loss, right?

21 A I don't know how much it provided.

22 Q That's easy enough. There have been some
23 depositions in this case already, and so rather than
24 keep marking stuff over and over, I've marked some
25 exhibits.

1 (Previously marked Exhibit No. 13.)

2 BY MR. WARD:

3 Q This is -- I brought Exhibit 13, which
4 was previously marked, okay, and I think you will
5 find -- where's my -- I'll direct your attention to
6 the Schedule C, which is at -- there are Bates
7 numbers on this exhibit. You see it's CPA 158?

8 A Right.

9 Q That was a document produced by
10 Mr. Grimsley, and if you look at this, this provides
11 a \$2.4 million loss on the sale of that property.

12 A Okay.

13 Q Does that refresh your memory as to when
14 it occurred?

15 A It doesn't, but if it's been confirmed by
16 George, then that's what I'll go with.

17 Q Okay. So this was in your 2010 returns.
18 So the transfer to PD Development occurred in 2010.

19 A Okay.

20 Q Later in the day I can probably show you
21 the actual quitclaim, but my point is at the time
22 that that happens you and Mark are close enough and
23 trust each other enough that you can coordinate that
24 transfer with Mr. Grimsley to take this loss of \$2.4
25 million, right?

1 A Yes.

2 Q And PD Development paid zero dollars for
3 that transfer, correct?

4 A I don't know.

5 Q Well, let's see. I'm going to go ahead
6 and skip ahead and pull it now since we're talking
7 about it now.

8 (Exhibit No. 69 was marked for
9 identification.)

10 BY MR. WARD:

11 Q I'm going to show you a document which
12 has been marked as Exhibit 69. All right. So this
13 is a limited warranty deed that is filed and recorded
14 April 23rd, 2012, right?

15 A Correct.

16 Q But it's signed on an earlier date,
17 right? Is that signed by Julie Chrisley?

18 A It is.

19 Q Okay. And this limited warranty deed
20 transfers the property -- this is the one that
21 sells -- I'm sorry, this is the one that sells it
22 from --

23 MR. WARD: That's the wrong one. This is
24 the one that sells it from Julie to Dave. I
25 want the other one, please.

1 THE WITNESS: This is the condo?

2 MR. WARD: This is the wrong one. Hang
3 on a second. Let's take a five-minute break.

4 (A recess was taken.)

5 (Exhibit No. 70 was marked for
6 identification.)

7 MR. WARD: Could I ask that the witness
8 not text while we're doing the testimony? I
9 don't mind on the breaks, but if you would not
10 be texting while you're testifying, I'd
11 appreciate it.

12 THE WITNESS: Okay.

13 MR. WARD: We need the testimony to be
14 your own and avoid any appearance that anybody
15 else is providing you any information for your
16 testimony.

17 THE WITNESS: Okay.

18 BY MR. WARD:

19 Q Thank you. Have you been texting while
20 we've been asking questions?

21 A No, I have not.

22 Q I'm going to show you a document which
23 has been marked as Exhibit 70. All right. This has
24 got Bates number PROD 144, do you see that on the
25 bottom right. Do you have that on your document?

1 A Yes.

2 Q All right. So this is -- this is the
3 transfer of the [REDACTED] Conway property from the
4 Chrisley Family Trust to Pacific Development
5 Partners, right?

6 A Yes.

7 Q So when you file -- this is filed -- it's
8 actually filed January 2011 and you're pretty
9 familiar with real estate documents, right?

10 A Yes.

11 Q So you know when it says real estate
12 transfer tax, zero, that means that there was no
13 money changed hands.

14 A Okay.

15 Q Right?

16 A Yes.

17 Q Okay. So you know now looking at this
18 document that no money changed hands when the
19 transfer of the property went from the Chrisley
20 Family Trust to Pacific Development Partners.

21 A I thought you were referencing the \$10.

22 Q In fact, not even \$10 exchanged. That's
23 just a nominal amount you put in the quitclaim deed,
24 right? Correct?

25 A I don't know.

1 Q I'm not referencing the \$10. I'm
2 referencing the official stamp, Fulton County, it
3 says the real estate transfer tax is zero dollars,
4 right?

5 A Okay.

6 Q That's because no money was paid for the
7 property and therefore no taxes were assessed?

8 A All right.

9 Q Correct?

10 A If that's what you're telling me.

11 Q No, I'm not asking you to just agree with
12 everything I'm saying. No money was paid by Pacific
13 Development to the Chrisley Family Trust, correct?

14 A Correct.

15 Q And notwithstanding that, there was a
16 loss taken by you personally of \$2.4 million.

17 A Okay.

18 Q Yes?

19 A Yes.

20 Q Okay. And that was done through a
21 concerted effort between you, Mr. Braddock and Mr.
22 Grimsley, correct?

23 A Define "concerted."

24 Q You worked in concert, you worked
25 together to make -- to have this happen.

1 A I had a conversation with George
2 Grimsley, and he called me and told me that Mark had
3 contacted him and this is what they were doing and I
4 said okay.

5 Q Right. So you knew he was doing it, you
6 agreed to it and you consented to it?

7 A Yes.

8 (Exhibit No. 71 was marked for
9 identification.)

10 BY MR. WARD:

11 Q I also have marked as Exhibit 71 the
12 actual PT-61 that was filed with...

13 A Just to add something. This document
14 here is notarized by Gina Smith; it's also Mark
15 Braddock's signature signing my name.

16 Q Can you tell me what you're talking
17 about? Which document?

18 A I'm sorry?

19 Q Which document are you talking about?

20 A I'm talking about the limited warranty
21 deed for the transfer.

22 Q And again the PROD number at the bottom?

23 A Oh, is 000145.

24 Q So that would be -- that's Exhibit 70?

25 A 70.

1 Q Right? This is signed by Mr. Braddock?

2 A Mark Braddock.

3 Q Let me just be clear, though. You knew
4 that the transfer was occurring.

5 A I did. The purpose that I bring it to
6 your attention is that you brought up Gina Smith's
7 signature or notary on another document from Athens
8 First.

9 Q Yes.

10 A That right there is proof that she's
11 notarizing a document that I didn't sign.

12 Q I understand that. But my point is this
13 is one that she notarized that you knew was being
14 signed, right?

15 A I never saw any documents.

16 Q I understand.

17 A I had a conversation with George Grimsley
18 who told me what was taking place.

19 Q So you authorized the --

20 A I told George Grimsley it was --

21 Q -- transfer -- you authorized the
22 transfer of the property from the family trust to
23 PDP, Pacific Development Partners, correct?

24 A If that's what George told me was taking
25 place, then I agreed with him.

1 Q Okay. And this document was filed of
2 record in the Fulton County Superior Court, correct?

3 A Correct.

4 Q You knew about it, you authorized it, it
5 was filed, correct?

6 A No, I didn't know that Mark had actually
7 signed that document.

8 Q You're a pretty sophisticated real estate
9 person, you know that to transfer property you need
10 to sign some kind of document, right?

11 A Yes.

12 Q Okay. And so you authorized other folks
13 to sign those documents?

14 A No, I didn't authorize Mark to sign
15 anything on that.

16 Q So how did you believe the transfer was
17 occurring that gave you the --

18 A I had -- I had one conversation with
19 George Grimsley and Mark told me he was taking care
20 of it.

21 Q And "by taking care of it," you
22 understood that that would mean whatever documents
23 needed to be done, right, he would take care of it?

24 A I don't know that he ever came back to me
25 and asked me about that.

1 Q You are certainly not only aware that
2 this transfer occurred, but you used this transfer in
3 your lawsuit against Res-GA Buckhead claiming that
4 the interest was transferred, correct? Remember
5 suing Res-GA Buckhead?

6 A I sued Res-GA?

7 Q Okay. You're right. Your wife sued
8 Res-GA Buckhead claiming that this was in fact a
9 transfer of the property to PDP, do you remember
10 that?

11 A I don't -- I don't know all those details
12 about that.

13 Q Do you remember doing an affidavit in the
14 lawsuit in Fulton County?

15 A If you have one, I'm happy to review it.

16 Q Let me just ask you this. Do you
17 remember doing an affidavit in the Fulton County
18 action?

19 A I don't recall unless I see it.

20 Q Well, let me ask you this way because
21 this will save us a whole lot of time.

22 A Okay.

23 Q When you sign an affidavit, can we rely
24 on the statements in those affidavits being true --

25 A Yes.

1 Q -- and subject to perjury?

2 A Yes.

3 Q Yes, sir. So you know that they're
4 serious matters, that once it goes in the affidavit,
5 that's a document that you read and affirm that it is
6 true, correct?

7 A Yes.

8 Q You understand that any affidavit that
9 you file with the court is under oath. Yes, sir?

10 A I do.

11 Q And you understand that because of the
12 nature of an affidavit you've selected facts which
13 are related to the lawsuit that you're filing an
14 affidavit in, correct? In other words, you don't
15 just randomly put stuff in an affidavit.

16 A My affidavit was prepared for me by the
17 Thompson Law Group, if that's the one you're
18 referencing.

19 Q But then you review it and you make sure
20 it's correct and then you sign it, correct?

21 A I would think so, yes.

22 Q Well, did you -- or do you think so or
23 did you do that?

24 A I have read so much stuff since all this
25 started, I don't recall.

1 Q When you sign an affidavit, we can rely
2 on because -- strike that.

3 When you sign an affidavit, you
4 understand and know that you are swearing that the
5 facts in the affidavits are true, correct?

6 A I do.

7 Q So if you've signed an affidavit, we can
8 all know that you read it, reviewed it, and
9 understood the facts to be true, correct?

10 A Correct.

11 Q Okay. We don't even have to go through
12 the affidavit then.

13 Do you recall whether you were called
14 upon to make an affidavit in the EZ Title lawsuit?

15 A I don't recall.

16 Q Are you the trustee for the Chrisley
17 Family Trust?

18 A I believe that is the title, yes.

19 Q Well, you're in charge of the Chrisley
20 Family Trust, right? I mean, you're the guy for
21 Chrisley Family Trust?

22 A The LLC?

23 Q Yeah.

24 A Chrisley Family Trust LLC?

25 Q Yeah, there is no trust per se. It's

1 only Chrisley Family Trust LLC, a company.

2 A Right, correct.

3 Q There is no actual trust.

4 A Yes, correct.

5 Q It's just the name of a company.

6 A Correct.

7 Q And maybe this will help. I want to see
8 if I can find a document that can help you with this
9 because I realize there's a lot of lawsuits and stuff
10 going on. I want to make sure I get this right.

11 All right. Who is EZ Title Loans LLC?

12 A That was an LLC set up to do title loans.

13 Q Okay. Were you a member of that LLC?

14 A I don't believe so.

15 Q And in September of 2012, did you believe
16 that you had any interest in Pacific Development
17 Partners LLC?

18 A I can only go off of what I was told.

19 Q I understand that, but did you believe
20 that you were the owner -- that you had an interest
21 in Pacific Development Partners at the time in 2012?

22 A No, I don't think that I believed that I
23 had any interest.

24 Q You certainly believed that Julie had an
25 interest?

1 A Well, that's what Mark had told you, that
2 she had an interest.

3 Q Was that the only way that she would know
4 that she had an interest is if Mark told her?

5 A When that whole transfer went down.

6 Q When the transfer that we just covered
7 went down, the one --

8 A Whenever that whole thing was taking
9 place, Mark said he was setting up an LLC that would
10 have Julie as a member.

11 Q And you believe that that transfer
12 occurred in order for you to get the \$2.4 million tax
13 benefit and for no other reason?

14 A I was told, that's what I was told.

15 Q Well, you knew you had loans on the
16 property, correct?

17 A Yes.

18 Q You knew there were deeds to secure debt
19 filed on the property, right?

20 A Correct.

21 Q Did you believe that the transfer for no
22 money would somehow relieve -- would overcome the
23 deed to secure debt that you had?

24 A No.

25 Q So how is it that -- did you believe that

1 ownership was transferred from the Chrisley Family
2 Trust to Pacific Development Partners through the
3 document that we've marked as 70, the limited
4 warranty deed?

5 A Do I believe what?

6 Q Did you believe the transfer -- that [REDACTED]
7 [REDACTED] Conway was being transferred from the Chrisley
8 Family Trust to Pacific Development Partners?

9 A Yes.

10 Q Okay. And were you being -- were you in
11 negotiations with Res-GA Buckhead, my client, at the
12 time that this transfer occurred?

13 A I don't know. I do not know how long --
14 I don't know that we've ever had active negotiations
15 with your client.

16 Q When you say no active negotiations, I
17 mean you certainly -- you testified in Congress that
18 you had active negotiations, didn't you?

19 A I think what I said was that our
20 attorneys have engaged, because I was told by Simon
21 Bloom that he had engaged in negotiations with
22 Rialto.

23 Q Well, I mean, you have yourself provided
24 testimony to the United States Congress about those
25 negotiations that you were involved in, correct?

1 A I would have to read it again and review
2 it to see.

3 Q When you say "it," that would be your
4 testimony --

5 A The testimony to Congress.

6 Q Okay. So you provided "it," being your
7 testimony to Congress?

8 A I did.

9 Q Okay. And whatever -- can we rely on
10 whatever --

11 A Whatever is in that document, you can
12 rely on.

13 Q As true?

14 A Yes.

15 Q Okay. So there's no question that you've
16 at least provided testimony of some form to the
17 United States Congress?

18 A That is correct.

19 Q And it specifically addresses my client,
20 Res-GA Buckhead?

21 A It does.

22 Q And does that refresh your memory about
23 whether you're in at least a dispute with Res-GA
24 Buckhead at the time that you transferred the
25 property from the Chrisley Family Trust to Pacific

1 Development Partners?

2 A This was done when? What year? 2010?

3 MR. FURR: Yeah.

4 BY MR. WARD:

5 Q It's done in the year 2010.

6 A Yes, then we would have been in
7 dispute -- I would have been in dispute with your
8 client.

9 Q And you didn't file it until
10 January 2011, this limited warranty deed?

11 A Okay.

12 Q And you most assuredly know that you're
13 in a dispute with Res-GA Buckhead at this time?

14 A Yes.

15 Q And in fact, I believe you may have
16 actually been in litigation by that point.

17 A Yes, that's correct.

18 Q So is one of the purposes, then, of this
19 transfer to avoid the -- this asset being subject to
20 claims by Res-GA Buckhead?

21 A No, it was not. It was strictly for the
22 tax benefit.

23 Q All right. So you're aware of the
24 lawsuit that was filed in the Superior Court of
25 Fulton County, September of 2012, by EZ Title Loans

1 LLC and Pacific Development Partners?

2 A I am somewhat familiar with that, yes.

3 Q And in this lawsuit there is a claim that
4 Res-GA Buckhead was not entitled to foreclose because
5 PDP owned the property and not the Chrisley Family
6 Trust, are you aware of that?

7 A No.

8 Q Well, we'll do it this way because we
9 want to be able to read it.

10 This -- let me start it this way, if I
11 can, just to put things in context. We'll go first
12 to -- you would agree that Julie Chrisley swore under
13 oath that the facts in this lawsuit -- "I read the
14 attached verified complaint for damages and equitable
15 relief and other exhibits and materials submitted in
16 the above-referenced matter prior to the time that
17 they were filed in this court. I make this affidavit
18 to verify the foregoing pleadings and the court-filed
19 materials listed above."

20 Do you see that?

21 A I do.

22 Q "The information and facts stated in the
23 above-listed pleadings and materials are true and
24 correct."

25 Do you see that?

1 A I do.

2 Q Julie most assuredly knew she was signing
3 a sworn document.

4 A I'm sure.

5 Q Okay. So let's go up, then, and now
6 we're going to talk about that very same deed to
7 secure debt that we were talking about a minute ago,
8 okay? I'm going to try and make it larger for you.

9 Paragraph four of the verified complaint
10 that your wife swore to says that on or about
11 November 17, 2006, Michael Chrisley, not Mark
12 Braddock, as trustee of the Chrisley Family Trust
13 dated July 28th, 2004, the trust, executed a secured
14 deed in favor of Integrity Bank first.

15 So we know that you did that deed, right?

16 A Uh-huh (affirmative).

17 Q Then we go to -- now it says, paragraph
18 13, it identifies the members of PDP as -- I'm --
19 yeah, as EZ Title and Braddock, right?

20 A Uh-huh (affirmative).

21 Q You with me on that?

22 MR. FURR: Say yes or no.

23 A Yes, yes.

24 Q It says plaintiffs' property was sold
25 September 4, 2012, in paragraph 18, right?

1 A Uh-huh (affirmative), yes.

2 Q Plaintiffs' property. So just to be
3 clear, the plaintiff is EZ Title Loans LLC and
4 Pacific Development Partners, right?

5 A Correct.

6 Q So in a lawsuit in September 2012, under
7 oath, your wife takes the position that the property
8 belongs to PDP.

9 A Right.

10 Q The transfer of that property occurred
11 through the limited warranty deed that we've marked
12 as Exhibit 70, correct?

13 A Right.

14 Q So they affirm that that is a true and
15 correct document, correct?

16 A Okay.

17 Q Right?

18 A Yes.

19 Q All right. So all I'm trying to get at
20 is Mark may have signed that document, but his
21 signature is ratified and accepted by at least
22 Pacific Development Partners and your wife Julie,
23 right?

24 A I understand that, but that's not the
25 point I was making.

1 Q Well, this is the point I'm making, okay?
2 You agree that Mark Braddock was authorized to sign
3 that quitclaim deed and a lawsuit was filed in
4 reliance on that transfer, correct?

5 A I agree that he was authorized to
6 transfer that property.

7 Q And you've now advised us under oath that
8 that document that was authorized and that is relied
9 upon in this lawsuit is one that you clearly can tell
10 was notarized by Ms. Brown when it was -- isn't it
11 Ms. Brown --

12 A No, it wasn't. It was Gina Smith.

13 Q Notarized by Ms. Smith, you were able to
14 observe right here today that that document --

15 A (Witness nods head affirmatively.)

16 Q -- was notarized by somebody that knew
17 that you were not signing it, right?

18 A That is correct.

19 Q Okay. So -- and you could see that right
20 away.

21 A I can see it because that's not my
22 signature.

23 Q I understand. That's readily apparent,
24 right? And notwithstanding that it is apparent, very
25 clear to you that it's not your signature and it's

1 notarized by Gina Smith, that document is filed with
2 the superior court and is relied upon in a verified
3 lawsuit by Julie Chrisley, right?

4 A Yes.

5 Q Okay. So as far as the world goes, they
6 can't tell whether this is authorized or not
7 authorized, it appears to the world that it's
8 authorized, correct?

9 A Right.

10 Q And it appears to the world that Julie
11 Chrisley adopts and agrees that this is a valid
12 document because she files a lawsuit on it, right?

13 A Correct.

14 Q So I'm getting back to the question that
15 I asked at the 341 and the question that I'm trying
16 to figure out today, is how in the world do we know,
17 outside of your whatever-it-is relationship with Mr.
18 Braddock, how do we know when there's an authorized
19 document or an unauthorized document? How do we know
20 that?

21 A Well, I think we're trying to figure out
22 the same question.

23 Q I understand, but that's between you and
24 Mr. Braddock, okay? I'm talking about the rest of
25 the world. How do we know, if Julie relies on a

1 document in a lawsuit that's filed, that's signed by
2 Mr. Braddock in your name, and it's notarized by Ms.
3 Smith --

4 A I think Julie relied on her counsel.

5 Q Well, she could most assuredly look at
6 this document right away and see right away that is
7 not your signature, correct?

8 A Yes.

9 Q And she could see right away that Gina
10 Smith, then, had to notarize a signature by Mark
11 Braddock of your name, right?

12 A Correct.

13 Q Okay. So that means that both you and
14 Julie would be immediately aware of that upon seeing
15 it and this document is relied upon in Julie's
16 lawsuit, right? I'm just talking about from an
17 outsider.

18 A Yes.

19 Q To be perfectly honest, I don't care what
20 fight you have with Mr. Braddock. What I'm trying to
21 figure out for your creditors. When we look at a
22 document and it appears to be signed by somebody else
23 and is relied on by your wife, wouldn't you agree
24 that that gives the world apparent authority for Mr.
25 Braddock to sign on your -- your name on a document

1 like this?

2 A I don't know what it gives the world.

3 Q Well, you would agree if you were
4 searching title -- you know what -- you know what
5 title documents are, right?

6 A I do.

7 Q You know a little bit about it?

8 A I do.

9 Q You know how a title search is done, yes?

10 A I do.

11 Q You do know what title commitments are,
12 yes?

13 A I do.

14 Q In fact, did you get a title commitment
15 on the PDP property, do you know?

16 A I don't know.

17 Q I mean on [REDACTED] Conway?

18 A I'm sure we would have when it was
19 bought -- when it was closed originally.

20 Q All right. So you know most assuredly
21 that in the ordinary course of performing a title
22 search on [REDACTED] Conway that this document would
23 show up as a valid and true document, yes?

24 A Correct, yes.

25 Q And that would be a matter of record

1 from -- let's go back to the first page, I'm sorry --
2 from January 16th, 2011, forward, right?

3 A Correct.

4 Q So you understand that the world doing a
5 title search would find this document and the
6 representation to the world is that's my signature or
7 it's authorized and then this document is relied upon
8 in a subsequent lawsuit in 2012, you understand that?

9 A I do.

10 Q I'm just trying to see if you can at
11 least understand why people on the outside get
12 confused about what's authorized or not, you can see
13 how that can be confusing, right?

14 A Yes.

15 Q And you understand that once documents
16 make it to the court records that unless somebody
17 says, hey, wait a minute, that document is not true,
18 the world can't know that it's not your authorized
19 signature, right?

20 A I would assume so, correct, yes.

21 Q Okay. Now, we looked at a bunch of
22 Synovus Bank documents. You understand that when
23 Synovus Bank, Athens First, right, receives documents
24 with your signature on it, that unless they are told
25 by somebody, hey, that's not your -- those are not

1 authorized, that it appears to Athens First that Mr.
2 Braddock is authorized to sign documents on your
3 behalf, right?

4 A Well, doesn't most forgeries work that
5 way?

6 Q I don't know about forgeries, I'm talking
7 about authorized signatures. It would appear to
8 Synovus Bank that he is authorized to sign on your
9 behalf, yes?

10 MR. FURR: No, no, that's not what he
11 testified at all. I object to the question.
12 He never said that. He never testified that
13 Mr. Braddock was authorized to sign his name
14 for Synovus Bank.

15 MR. WARD: I'm not asking about whether
16 he was authorized. I'm asking whether you
17 would agree that it would appear that he's
18 authorized.

19 MR. FURR: I still --

20 MR. WARD: If they send documents --

21 MR. FURR: -- object to the question
22 because you're asking him to guess what a bank
23 would think. How's he going to know what a
24 bank would think? You're putting together
25 things that don't make -- there's no basis for

1 the question.

2 MR. WARD: I believe the Federal Rules
3 will allow you to object to the form, but not
4 to provide an instructive answer. In fact,
5 there's a case directly on point in Georgia.

6 MR. FURR: I understand that. But your
7 question is so far out of the 2004 examination.

8 MR. WARD: Which is governed by the
9 Federal Rules of Civil Procedure and the local
10 rules.

11 MR. FURR: I'm very familiar with them.

12 MR. WARD: I understand. And you know
13 that the objection in a deposition, including a
14 2004, is an objection to form, not a speaking
15 objection explaining why you think what you're
16 thinking. You understand that, don't you?

17 MR. FURR: No, I don't understand. Not
18 in every case, sir.

19 MR. WARD: Well, I'll pull the case for
20 you and I'm going to tell you that if this
21 continues --

22 MR. FURR: You don't need to show me
23 cases. I don't want you spinning questions
24 that don't have a foundation behind them and
25 try to get him to say something that he never

1 said. That's what you're doing.

2 MR. WARD: So what the case law says is
3 that if it continues in a deposition, that it
4 could be sanctioned.

5 MR. FURR: Okay.

6 MR. WARD: I'm going to make that
7 politely, that if we continue to have speaking
8 objections as opposed to objections to form, at
9 some point we're going to terminate and take
10 this up with the judge.

11 MR. FURR: Okay. We'll do it.

12 BY MR. WARD:

13 Q My question to you was, do you agree that
14 if Mark Braddock is signing documents on your behalf
15 for Synovus Bank and sending them back to the bank,
16 that it would appear that he's authorized to do so?

17 A I don't know that Synovus Bank thought
18 that Mark was signing those documents.

19 Q In other words, the signatures that they
20 received, you would expect them to reasonably believe
21 they are your signature and not Mark's?

22 A Well, wouldn't they have to require a
23 power of attorney to sign a bank document?

24 Q Well, that's a good question that Synovus
25 can answer, but I don't know the answer to that.

1 A Well, I would assume that they would.

2 Q Do you know whether Mark Braddock went in
3 to Athens First Bank?

4 A I do not.

5 Q Did you ever go to Athens First Bank with
6 him?

7 A I think I've been to Athens First Bank
8 one time.

9 MR. FURR: That wasn't the question he
10 asked.

11 A Did I go to Athens First Bank with Mark
12 Braddock?

13 Q That's exactly right.

14 A Yes, I have been with him one time.

15 Q And did you meet with somebody at Athens
16 First when you did that?

17 A Yes, there was three or four people there
18 and an attorney that was there doing something for
19 us, doing something for me or LKC or whoever it was.

20 Q I'm going to ask you the same
21 questions -- we're going to get ready to break for
22 lunch for a while, but I'm going to ask you the same
23 questions with regard to Wells Fargo Bank.

24 Did you meet with anybody at any branch
25 of Wells Fargo Bank with Mark Braddock?

1 A I did not.

2 Q Did you meet with anybody at Wells Fargo
3 Bank alone?

4 A I did not.

5 Q Did you authorize Mark Braddock to go to
6 Wells Fargo and act on your behalf in any way?

7 A What are we talking about? A bank
8 account or something?

9 Q Anything at Wells Fargo Bank.

10 A No.

11 Q How about Embassy Bank, did you authorize
12 Mark Braddock to --

13 A No.

14 Q -- sign any documents on your behalf at
15 Embassy --

16 A I did not.

17 Q Did you sign any documents that you
18 submitted to Wells Fargo Bank or Embassy Bank, you
19 personally?

20 A I don't know.

21 Q How about Chase, JPMorgan Chase Bank?

22 A I don't know.

23 Q You don't know if you signed documents
24 that you submitted to Chase Bank?

25 A In what regard? In a mortgage or

1 something?

2 Q Any kind of document at all, let's start
3 there.

4 A I would think that I did on the
5 mortgages.

6 MR. WARD: Let's take a break for lunch,
7 and the way I'd like to do it is obviously
8 you're entitled to up to an hour, but once
9 everybody is back, we can recommence?

10 (There was a lunch recess.)

11 BY MR. WARD:

12 Q Let me ask you about some other entities
13 if I can. We'll come back to the bank stuff that we
14 left before lunch later.

15 Dominion Investment Partners, do you know
16 what that is?

17 A I believe it's an LLC that Mark owns.

18 Q Have you ever had an interest in it?

19 A Not to my knowledge.

20 Q Jubilee Investments?

21 A It's an LLC that was set up, but I don't
22 know who the owner is. I'm sure I've got something
23 to do with it. I don't know what the structure is.

24 Q Do you know what Jubilee Investments
25 does?

1 A It doesn't do anything; it was just an
2 LLC that was set up.

3 Q Just created but never activated?

4 A I think so.

5 Q Auto Express Financing?

6 A It was a company that was set up to do
7 auto financing.

8 Q And is that -- did you have an ownership
9 interest in it? It shows up on some of your tax
10 returns.

11 A I believe so, yeah.

12 Q And do you still have an interest in it?

13 A I don't know. I don't know where those
14 documents are, and I don't know that I've ever seen
15 the documents.

16 Q Who managed Auto Express Financing?

17 A Mr. Braddock.

18 Q All right. So whatever -- do you think
19 that to the extent there are documents that Mr.
20 Braddock would have them?

21 A I don't know.

22 Q But you don't have them?

23 A I don't.

24 Q All right. When's the most recent
25 payment that you've received from Auto Express

1 Financing that you know of?

2 A I don't know that I've ever received a
3 payment from Auto Express Financing.

4 Q Well, there are W-2s from Auto Express
5 Financing in your tax returns. I'm just wondering if
6 you've gotten payments recently from them.

7 A No.

8 Q LKC LLC we know about. But LKC isn't
9 operational now, is it?

10 A No, sir.

11 Q When we talked about the Chrisley Family
12 Trust -- by the way, that was created just as a
13 holding company, wasn't it?

14 A That was my understanding of it.

15 Q All it did was hold real estate?

16 A It was supposed to just hold -- it was my
17 understanding it was set up to hold West Conway.

18 Q To hold the West Conway property?

19 A Uh-huh (affirmative). And then I later
20 found out that it held 2500 Peachtree.

21 Q That's the one that there was the lawsuit
22 filed by Embassy Bank?

23 A No, I think Wells Fargo.

24 Q I'm sorry, you're right. Wells Fargo
25 filed that lawsuit and -- but they were basically had

1 a dispute with Embassy over it.

2 A Correct.

3 Q And that lawsuit is still pending in
4 Gwinnett County?

5 A I believe so.

6 Q And I guess the interest in the Embassy
7 Bank portion of that loan has transferred to a
8 company called Verklempt?

9 A Yes.

10 Q And Julie is a member of Verklempt?

11 A She is.

12 Q And do you know where the money came from
13 for Verklempt to pay Embassy Bank?

14 A I don't.

15 Q And it was over \$300,000?

16 A I believe that's the number. I think
17 someone said it was 317 or something.

18 Q And you don't know where that money came
19 from?

20 A I don't know where she paid it from.

21 Q But Julie had control of that money,
22 though?

23 A Yes.

24 Q She was the one that was able to make
25 that happen?

1 A Yes.

2 Q Select Real Estate Holdings, what was --

3 A It's a real estate company.

4 Q What was it created for? Was it just
5 buying and selling properties?

6 A It was a real estate company, a real
7 estate office. It was listing -- there were agents
8 there.

9 Q They were selling the Fannie Mae homes?

10 A Yes.

11 Q So it was affiliated with CAM, it was
12 hired by CAM to sell those houses?

13 A Correct.

14 Q And did you have an ownership interest in
15 Select Real Estate?

16 A I believe that at some point I had an
17 ownership interest in it, but I don't remember how
18 that was set up.

19 Q Was Julie the broker for that?

20 A Yes.

21 Q And is she the broker for any company
22 now?

23 A She's the broker for her company.

24 Q Which is?

25 A Le Reve and Select.

1 Q I'm sorry?

2 A Le Reve Realty.

3 Q Can you spell that for me?

4 A L-E-R-E-V-E.

5 Q That's the next one on my list, sorry.

6 And it's two words, Le Reve?

7 A No, it's one word.

8 Q Oh, just one word. Okay.

9 And she runs that company under her
10 maiden name, right, Hughes?

11 A She does.

12 Q 7C's, Inc., and that's seven, the word,
13 with C's, like the letter C apostrophe S, Inc. What
14 is that company?

15 A It was just an LLC that was set up but
16 was never used.

17 Q Well, 7C's has recently made some, at
18 least to me, significant deposits in Chase Bank, are
19 you aware of that?

20 A No, I'm not.

21 Q Are you involved in 7C's?

22 A I'm not.

23 Q Julie?

24 A Yes.

25 Q Do you know where she might get the money

1 to put into 7C's bank account at Chase?

2 A I don't.

3 Q Hundreds of thousands of dollars?

4 A I don't believe she's had hundreds of
5 thousands of dollars.

6 MR. FURR: Can I ask you, Counsel, a
7 question, where you got the information that
8 money was deposited in Chase Bank? Was there a
9 subpoena issued to Chase Bank for those
10 records?

11 MR. WARD: We have testimony yesterday,
12 day before yesterday.

13 MR. FURR: Okay. I wasn't in the
14 deposition.

15 MR. WARD: But there's also been
16 subpoenas to Chase. And there will be more
17 subpoenas to Chase based on the testimony.

18 BY MR. WARD:

19 Q Unity Organization Group LLC?

20 A Never heard of it.

21 Q Chatham Neighborhoods LLC?

22 A That's never been one of mine.

23 Q Chatham Park?

24 A (Witness shakes head negatively.) I
25 don't think that's mine. The only thing I've had to

1 do with Chatham Park was a spec house.

2 Q Just one spec house?

3 A (Witness nods head affirmatively.)

4 Q Who owned it?

5 A I don't remember. I think it may have
6 been LKC.

7 Q RH Investments, I believe it's LLC.
8 That's the company that transferred the interest from
9 Embassy to Verklemp, right?

10 A I believe so, yes.

11 Q And RH Investments is an entity that is
12 owned in whole or in part by Julie?

13 A No, Julie and my mother.

14 Q Julie and your mother, Faye?

15 A Yes.

16 Q How long has Julie -- have Julie and Faye
17 owned RH Investments?

18 A I think it was set up to purchase that
19 loan.

20 Q That was the sole reason it was
21 purchased, right?

22 A I believe so.

23 Q And then it immediately transferred it
24 over to Verklemp?

25 A I don't know what her attorneys did with

1 that.

2 MR. WARD: Do we have the tendered
3 exhibits? Would you mind terribly if I walked
4 around?

5 MR. FURR: Sure. Come on.

6 (Previously marked Exhibit No. 60.)

7 BY MR. WARD:

8 Q Because you weren't here, these are --
9 these are the previously tendered exhibits. 60 is
10 loan agreement between Verklemp and Embassy National
11 Bank, do you see that?

12 A I think I saw it initially when it was
13 RH.

14 Q Okay.

15 A I believe I've seen it initially when it
16 was RH.

17 Q Do you recognize Greg Brogan? Do you
18 know him?

19 A I don't know him, but I know the name.

20 (Previously marked Exhibit No. 62.)

21 BY MR. WARD:

22 Q The next document, Document 62, is the
23 incumbency certificate for Verklemp. Is that your
24 mother's signature?

25 A It is.

1 (Previously marked Exhibit No. 63.)

2 BY MR. WARD:

3 Q Document 63 is the corporate resolution.

4 Is that Julie's signature?

5 A It is.

6 Q And that's Elizabeth's signature?

7 A It is.

8 Q Elizabeth Faye?

9 A It is.

10 (Previously marked Exhibit No. 64.)

11 BY MR. WARD:

12 Q And then there was a settlement agreement
13 marked as Exhibit 64. I just want to know if that's
14 your signature.

15 A It is.

16 Q On that document?

17 A It is.

18 Q On Exhibit 64?

19 A It is.

20 Q All right. Good.

21 Now, did your mother play an active role
22 in either RH Investments or Verkleempt?

23 A I think she played a financial role.

24 Q So she provided the money for it?

25 A I think she provided some of the money.

1 Q How much money did she provide for it?

2 A I don't know.

3 Q Is any of the money that she provided, do
4 you know -- did it come from you or CAM or --

5 A It did not.

6 Q -- Chrisley & Company?

7 A It did not.

8 Q Where did it come from?

9 A Her own funds.

10 Q What is -- I may pronounce this wrong, is
11 it Dragamar, Dragmar?

12 A I don't know.

13 Q Never heard of that?

14 MR. FURR: D-R-A-G-M-A-R?

15 MR. WARD: I'm not sure. Actually, I
16 probably am sure if you'll give me a minute.

17 BY MR. WARD:

18 Q How about Dragonian?

19 A I believe that was an account that Mark
20 set up at Chase Bank.

21 Q For whom?

22 A He told me it was for investment
23 purposes, to purchase properties with.

24 Q So that Dragonian is a company that Mark
25 set up to purchase properties?

1 A That's what he told me.

2 Q Did some of your money go into the
3 Dragonian account?

4 A Not that I know of.

5 Q Do you know if CAM money went into the
6 account?

7 A I don't know.

8 Q Do you know when that was set up?

9 A I don't.

10 Q Dragonian, as far as I know, is
11 D-R-A-G-O-N-I-A-N, does that sound familiar?

12 A No.

13 Q RF -- sorry, R&F Service LLC, with an
14 ampersand?

15 A What is it?

16 Q R&F Service LLC, are you familiar with
17 that company?

18 A I'm not.

19 Q HFP, like hotel, fox trot, papa, Growth
20 LLC?

21 A What is it again?

22 Q HFP, like hotel, fox trot, papa?

23 A Not that I know of, no.

24 Q Lot 46 Watersound LLC?

25 A That was the spec house with State Bank.

1 Q Chrisley Commercial Asset Management LLC,
2 do you know what that company is?

3 A Unless it was something to do with
4 Chrisley Asset Management.

5 Q Do you know whether Chrisley Commercial
6 Asset Management had any banking relationships?

7 A I don't.

8 Q Do you know whether you had any personal
9 ownership in it?

10 A I don't.

11 Q Are there any companies that you're aware
12 of that you have or had an interest in in the last
13 three years?

14 A Not that I can recall, no, sir.

15 Q So did CAM and EAM do the same thing?

16 A They did.

17 Q And you sold -- you changed the name from
18 Executive Asset Management LLC to Chrisley Asset
19 Management LLC at or about the time that you sold
20 Executive Asset Management to Chatham?

21 A That is my understanding, yes.

22 Q And you remained, if the press release is
23 correct, and I don't know that it is, but you
24 remained on with EAM or Chatham for like 36 months?

25 A I don't think it was that long. I was

1 on -- I did remain on with them, but I had no active
2 involvement, no role.

3 Q What I'm trying to figure out is how is
4 it you sold the company but continued to do the same
5 business?

6 A I didn't do the same business. Chrisley
7 Asset Management didn't start up until sometime
8 after -- we didn't start actually doing business
9 until sometime after the company had sold and I had
10 already been released from my non-compete.

11 Q Right. But the sale to EAM occurred in
12 2005.

13 A Correct.

14 Q Right?

15 A I guess. It was sometime in 2005.

16 Q Chrisley Asset Management didn't start up
17 doing business until that 36 months ran, right?

18 A No, that's not true. I was released from
19 my non-compete for some reason. I think they were
20 having trouble with Fannie Mae or something and they
21 released me from my non-compete.

22 Q When was that?

23 A I don't remember. It was sometime during
24 that 36 months.

25 Q But if I understand the timeline, and I

1 may not, if I understand the tax returns, and I may
2 not, it seems like Chrisley Asset Management started
3 doing business, according to what's been produced,
4 around 2008. Is that not accurate?

5 A I don't know. You would have to go back
6 to when Fannie started doing business with Chrisley.

7 Q Let me just show you a document and see
8 if this can help you, or you may be able to explain
9 it to me better.

10 (Previously marked Exhibit No. 18.)

11 BY MR. WARD:

12 Q So this is a document that's been
13 previously marked as Exhibit 18. And we asked Mr.
14 Grimsley about this -- that's weird. Okay. I
15 understand now. There are two copies of this, and I
16 apologize, we had taken down a copy. Mr. Grimsley
17 testified about this copy here and I apologize.

18 I'm going to show you the 2008 Chrisley
19 Asset Management LLC return. Do you see where the
20 box is checked "initial return"?

21 A Yes.

22 MR. FURR: Also right here.

23 MR. WARD: What's that?

24 MR. FURR: It says the date business
25 started.

1 MR. WARD: Right.

2 A Okay.

3 Q According to Mr. Grimsley in preparing
4 the tax returns, Chrisley Asset Management LLC didn't
5 start until, you know, January of 2008. Is that what
6 you told Mr. Grimsley?

7 A I don't recall anything about that
8 because I didn't handle -- I didn't handle the tax
9 stuff.

10 Q Okay. But you agree that it says date
11 the business started is 1/1/2008 on --

12 A Yes, sir.

13 Q -- both copies that I've got of the 2008
14 tax returns?

15 A Yes, sir.

16 Q And then -- do you know who signed the
17 Chrisley Asset Management LLC tax returns?

18 A I don't.

19 Q Do you know if you signed them?

20 A I don't believe that I have ever signed a
21 CAM return because I've never gone over those
22 returns.

23 Q So did you rely entirely on somebody else
24 to provide information to Mr. Grimsley?

25 A Yes, Mark Braddock.

1 Q Okay. And then you did nothing to check
2 the tax returns or the accuracy of the tax returns?

3 A I did not because I trusted Mark and I
4 certainly trusted George, so I would have had no
5 reason to have checked them.

6 Q All right. Well, you got letters
7 directly from Mr. Grimsley about the Chrisley Asset
8 Management ownership, correct?

9 A If I got letters, they would have been
10 sent to the PO Box, and so I didn't pick up the mail.
11 That's Donna Cash that picked up the mail.

12 Q I understand. So you don't recall
13 getting letters from Mr. Grimsley addressing
14 specifically the ownership of Chrisley Asset
15 Management?

16 A I do not.

17 Q I mean, so I hope you'll understand my
18 confusion over that a little bit, because you have in
19 your affidavit that you signed and submitted to two
20 courts a letter from Grimsley & Company that says
21 that -- to Julie that she's the 60 percent member,
22 right?

23 A Yeah, but you asked me if I had
24 received --

25 Q I'm going to get to that. Have you ever

1 seen this?

2 A I don't recall.

3 Q It's in your affidavit.

4 A Well, just because it's in my affidavit
5 doesn't mean that I recall seeing it.

6 Q Okay. Well, so you most assuredly saw it
7 at the time that you filed your affidavit, wouldn't
8 you? You had seen it then, right?

9 A I don't remember when I signed the
10 affidavits.

11 Q Okay. Well, you signed it, I can help
12 you out there, you signed the affidavits August 14th,
13 2012.

14 A Okay.

15 Q So you would most assuredly have seen
16 this letter by August 14th, 2012, when you signed the
17 affidavit, right?

18 A I would assume so.

19 Q Okay. And then you also included a
20 letter -- this one is -- this letter is with your --
21 so this is a letter that goes out from Julie, right?
22 That's in your affidavit.

23 A Okay.

24 Q Now, that's Julie's signature, right?

25 A I don't know if that's her signature or

1 not.

2 Q Well, it's in your affidavit. Did you
3 attach a document to your affidavit that didn't have
4 Julie's signature?

5 A I didn't attach anything.

6 Q Let's try to see if we can't get to the
7 bottom of this because I need to know what I can rely
8 on and what I can't.

9 Is that a letter that you believe is true
10 and accurate and contains Julie's signature?

11 MR. FURR: Which affidavit, by the way,
12 are you talking about?

13 MR. WARD: The one that's in front of
14 him.

15 MR. FURR: Number 66? Exhibit 65 or 66?

16 MR. WARD: 66.

17 MR. FURR: And that's exhibit --

18 MR. WARD: I think it's actually 5.

19 MS. CHILDS: It's Exhibit 5.

20 MR. WARD: Yeah, it's 5.

21 MS. CHILDS: It's paragraph 11.

22 BY MR. WARD:

23 Q "Additionally, on May 21st, 2012, Julie
24 Chrisley was asked to write a letter concerning her
25 interest in CAM, which she was occasionally asked to

1 do."

2 Did Julie write that letter or not?

3 A I don't know.

4 Q Did you swear or affirm that that was her
5 letter?

6 A I'm saying that, yes, that she's the
7 owner -- that, yes, she's written a letter saying
8 that she's 60 percent owner.

9 Q So if she wrote that letter, then that's
10 her signature on that document?

11 A I don't know if it is or not.

12 Q Well, you don't recognize that as her
13 signature?

14 A It does not look like Julie's signature.

15 Q So you attached that letter to your
16 affidavit as proof that she was a 60 percent owner,
17 but it's not her signature?

18 A Sir, I'm not telling you that.

19 Q And you see that the letter that's sent
20 from Grimsley to Julie discusses -- says that she's
21 the owner of Chrisley Asset Management from the
22 inception to the present, right?

23 A Yes.

24 Q And the initial tax return we looked at
25 was 2008, right?

1 A Okay.

2 Q So was Mr. Grimsley ever advised that
3 Julie had an interest in Chrisley Asset Management
4 before 2008 that you know of?

5 A I don't know.

6 Q Did you or Julie ever advise him that
7 Julie had an interest in Chrisley Asset Management
8 prior to 2008?

9 A It's my understanding that he has known
10 from always that Julie had 60 percent. That is my
11 understanding from Mr. Grimsley.

12 Q All the way back to 2005?

13 A I don't know that we discussed 2005.

14 Q Well, the business was most assuredly
15 active before 2008, wasn't it?

16 A But it wasn't doing any business.

17 Q Okay. If it wasn't doing any business,
18 why was it being included in your tax returns?

19 A I don't know, unless Executive Asset
20 Management was making payments to that entity.

21 (Exhibit No. 72 was marked for
22 identification.)

23 BY MR. WARD:

24 Q Did you provide copies of your tax
25 returns to Embassy Bank?

1 A I wouldn't have provided them, but...

2 Q I'm going to ask you to look at a
3 document that has been marked as Exhibit 72.

4 MR. WARD: What is the Embassy number on
5 that?

6 MR. MARETT: 1715.

7 BY MR. WARD:

8 Q All right. I don't think I've got this
9 loaded. 1715? Okay. Embassy Document 1715 we've
10 marked as Exhibit 72. Now, this was produced -- Mr.
11 Grimsley didn't have any signed tax returns and --

12 A Can you make that bigger?

13 Q In a minute.

14 -- and you didn't have any signed tax
15 returns in the documents you produced, right? Did
16 you have signed tax returns?

17 A We just asked the accountant to provide
18 them to Mr. Furr and Mr. Barr.

19 Q So whatever you got, you got from Mr.
20 Grimsley?

21 A Yes.

22 Q So what I want to know is this -- if we
23 go to -- sorry about that, I was on the wrong screen.
24 If we go to this page, 1716, okay, is that Julie's
25 signature?

1 A It is not.

2 Q So who's signing your tax returns?

3 A I don't know because that's a stamp
4 signature on mine.

5 Q And I understand that's -- so that one
6 there is a stamp of your signature?

7 A Uh-huh (affirmative).

8 Q And who signs Julie's name?

9 A I don't know who signed that.

10 Q Okay. So, well, how is it -- did you
11 sign any tax returns?

12 A I don't -- I'm sure I've signed them over
13 the years, but that's not my signature.

14 Q Over the years. Okay. So this is --
15 this particular return is 2006, right? 2006, right?

16 A Okay.

17 Q And it's your testimony that you did not
18 sign that tax return?

19 A I did not.

20 Q So was this signed during a period of
21 time that you were trusting and relying on Mr.
22 Braddock to do personal business for you as well?

23 A I don't -- I don't know.

24 Q Well, 2006, does that help, that's right
25 after the EAM --

1 A Was I trusting him then?

2 Q Yes.

3 A Yeah, I trusted Mark in 2006.

4 Q That would be a period of time during
5 which --

6 A But I don't know if Mark stamped that, I
7 don't know if Mark stamped it.

8 Q I understand. Did you receive a copy of
9 the unsigned tax return?

10 A Normally when the taxes were prepared and
11 they were finished, George would call and say he had
12 finished the taxes, this is how much was going to be
13 owed, I'm sending them out overnight. He sent them
14 to the office. Mark would bring them to me. They
15 had yellow Post-its on them, if I had to sign
16 something, I signed it and then he mailed them out.

17 Q Okay. So what happened to the copies
18 that you signed?

19 A Those are the ones that were mailed.

20 Q Let me ask you this then. If this is
21 identical in the numbers to the returns that were
22 done by Mr. Grimsley; okay, you with me? Would you
23 rely that that's the actual tax return that was
24 filed?

25 A If you got these from Mr. Grimsley, I

1 will rely on them to be accurate.

2 Q I did not. That says Embassy Bank on it.
3 That means I got it from Embassy Bank.

4 A Then, no, I cannot rely on that.

5 Q Can you -- the only reliable return that
6 you know is filed with the IRS, then, would be in the
7 possession of the IRS?

8 A Correct. Or Mr. Grimsley.

9 Q So the only way that any of us can know
10 for sure what was actually filed is to go to the IRS.

11 A Correct.

12 Q That may require some cooperation.

13 A That's fine.

14 MR. FURR: I'm looking at the one that
15 Mr. Grimsley produced from that same year is
16 different from that.

17 MR. WARD: That's because he amended it.

18 MR. FURR: This is the amended one?

19 MR. WARD: Grimsley amended it. That's
20 the original.

21 MR. FURR: It's the original? This
22 doesn't say amended.

23 MR. WARD: I know it doesn't. You missed
24 some depositions. Unfortunately, according to
25 Mr. Grimsley's testimony, he can't actually

1 reproduce the original ones that he filed.

2 MR. FURR: Why?

3 MR. WARD: Because his computer system
4 updates when he amends. It's kind of
5 interesting, you just can't find out anything
6 in this case.

7 MR. FURR: That's interesting.

8 MR. WARD: Interesting, yes, it is.

9 BY MR. WARD:

10 Q Let's go ahead and knock these out while
11 we're there.

12 (Exhibit No. 73 was marked for
13 identification.)

14 BY MR. WARD:

15 Q I'm going show you a document which is
16 being marked as Exhibit 73. Okay. This is a 2005
17 return and I will just go ahead and get right down to
18 it. It's from Embassy Bank. It starts at Embassy
19 1739. I'd like to know if that's Julie's signature
20 on Embassy page 1740.

21 A It does not look like Julie's signature.

22 Q And then the signature for you?

23 A Stamp signature.

24 Q Now whether it was authorized to be used
25 at the time or not, that was the stamp that you were

1 aware of?

2 A Yes.

3 Q And this stamp was applied in a period of
4 time, at least, when you and Mark were getting along
5 and you trusted each other?

6 A Up until November 2010, I believe.

7 Q Up until November 2010.

8 A Yes.

9 Q So in 2006, because it's a 2005 return,
10 you would expect that you and Mr. Braddock were
11 getting along, that there was no problem that you
12 knew about with him, and that -- would it be unusual
13 for you to authorize him to apply the stamp to your
14 return?

15 A I don't know that we would have ever
16 discussed it because George would have called and
17 told me that these were being sent, that everything
18 was fine.

19 Q Now, we've got two returns now that have
20 your stamp and a signature that you say is not
21 Julie's, two years in a row?

22 A Correct.

23 Q So what I'm trying to figure out is --
24 was that your practice to authorize somebody else to
25 sign it; or are you saying, hey, I just don't know

1 who signed my tax returns?

2 A No. If Mark was going to stamp the tax
3 returns, I'm sure Mark called me to tell me that the
4 returns were there.

5 Q Okay. So I guess that's what I'm getting
6 at.

7 A Because that was the general policy. If
8 it was something that he was going to be stamping, he
9 had to let me know what it was.

10 Q So you would expect that for a tax return
11 that's going to the IRS --

12 A He would have let me know.

13 Q -- he would have let you know, and you
14 would have authorized the use of the stamp?

15 A Correct.

16 Q At that time?

17 A At that time.

18 (Exhibit No. 74 was marked for
19 identification.)

20 BY MR. WARD:

21 Q We'll mark this as 74. This a 2004
22 return. Again this is produced by Embassy Bank, and
23 I'm just going to get right down to it. The second
24 page of this exhibit, 74, it's Embassy Bates number
25 1765, again appears to me that the stamp, and I don't

1 know Julie's signature, but there is a signature for
2 Julie, yes?

3 A Yes.

4 Q All right. So is that Julie's signature?

5 A I don't think so.

6 Q All right. So in 2004, '05 and '06 that
7 would establish that it was your practice then, at
8 least on the documents like this, that Mark would
9 call you and you would authorize the use of a stamp.
10 Would you authorize Julie's signature to be --

11 A No.

12 Q Who would do that?

13 A I don't know. I wasn't aware that
14 Julie's name was signed like that on these returns.
15 And I can't tell you what the conversations were that
16 far back.

17 Q I understand.

18 A I mean, as far as that goes, I mean, you
19 know, I could have stamped them, I don't know.

20 Q Okay. So it's possible that you stamped
21 them and therefore it's possible that you signed
22 Julie's name?

23 A No, that's not my writing, either.

24 Q But there's nothing about the stamp being
25 on these documents that suggests that it was done

1 without your authority?

2 A No.

3 Q So it was done with your authority?

4 A Yes.

5 (Exhibit No. 75 was marked for
6 identification.)

7 MR. WARD: Break for a second.

8 (A recess was taken.)

9 BY MR. WARD:

10 Q I'm going to show you a document that has
11 been marked as Exhibit 75, and this one is -- do me a
12 favor, can you read me the Bates number on the bottom
13 of that page.

14 A Wells Fargo 000638.

15 Q The point of this document is pretty
16 straightforward. This one is not signed, but it's
17 produced to Wells Fargo and this is an individual
18 return for 2007, okay? You with me?

19 A Uh-huh (affirmative).

20 Q So it says client copy, which I suspect
21 means it came from Mr. Grimsley to the client, which
22 is Michael and Julie Chrisley, right? And it's
23 signed by Mr. Grimsley, but it just has a client copy
24 stamp on the second page, you with me?

25 A Correct.

1 Q So we've got 2004, '5, '6 and '7 that
2 were in somebody's possession at CAM, whether it's
3 you or Mark or whoever, that they go to banks, right?

4 A Uh-huh (affirmative).

5 Q My next question is with 2004, '5, '6,
6 '7, four tax returns that have gone to bank at least,
7 and there may be more, but these are the ones for
8 now, I'd like to know where they came from?

9 A Wouldn't the bank be able to tell you
10 that?

11 Q No, no, no. I know the bank has them,
12 okay, and I know that they went from Grimsley to the
13 client, which is you and Julie.

14 A Our stuff was always sent to Mark.

15 Q So the source, the repository of all your
16 personal documents is --

17 A Was --

18 Q -- Mr. Braddock?

19 A Exactly.

20 Q Okay. And have you asked Mr. Braddock
21 for any of these documents in the course of
22 responding to a production request?

23 A I don't talk to him.

24 Q Whether -- I don't mean like person to
25 person. Do you know if he's been requested to

1 produce your personal stuff to you?

2 A (Witness shakes head negatively.) No.

3 Q I would assume, if he's got your tax
4 returns, that he would have a whole bunch of other
5 personal documents related to your personal financial
6 situation, right?

7 A That's what we would think, yes.

8 Q And he would have them because for many
9 years that's what you did with the stuff, was it
10 would go to Mark, as you put it?

11 A It was to be maintained in the offices by
12 Mark.

13 Q I understand. But you used the term, not
14 me, "it would go to Mark."

15 A These returns, George Grimsley would have
16 sent these returns to Mark.

17 Q And so Mark would have a repository of
18 personal financial information. Whether he was
19 supposed to maintain it at CAM or not, I don't really
20 care, that's between y'all again. But my point is
21 that he would have a lot of your personal financial
22 data.

23 A Yes.

24 Q That is something that you would be aware
25 that he would be receiving?

1 A Yes.

2 Q Regardless of whether you dispute whether
3 he should have it now --

4 A Right.

5 Q -- but that he got it through a process
6 that you understood and agreed to, Mark, you're going
7 to take care of this stuff.

8 A Yes.

9 Q Okay. And I gather from, you know,
10 reading the federal lawsuit that at least that at
11 some point you wanted him to stop taking your
12 personal information and that's between y'all as to
13 whether --

14 A Correct.

15 Q But that was sometime late in 2010?

16 A That was December of 2010.

17 Q So -- and I just don't get this, maybe
18 you can help me. It seems to me like y'all were
19 meeting with lawyers together in 2011.

20 A Under the advice of other counsel that I
21 was working with after things had been disclosed to
22 us in 2010, that counsel advised us to wrap up
23 everything that we had going on with Mark.

24 Q I understand. But I mean, like you guys
25 would meet together and cooperatively at Simon

1 Bloom's office.

2 A That's correct.

3 Q You guys would meet cooperatively and
4 together at other lawyers' offices, correct?

5 A I don't know which other lawyers' offices
6 we met at.

7 Q Well, who is the lawyer that advised you
8 to wrap your things up?

9 A Hayden Pace.

10 Q Hayden Pace. Did you meet together at
11 Hayden Pace's?

12 A I don't believe so.

13 Q But you continued to do things
14 cooperatively and together well into 2012.

15 A That's because we didn't -- I didn't know
16 all the things that were going on.

17 Q I understand that, and I have -- I don't
18 care, no dispute with that. I'm just saying from an
19 outsider looking in, you guys were doing things
20 together as late as 2012, correct?

21 A We were wrapping things up.

22 Q In April -- in April 2012 Mark was still
23 providing Grimsley with all your financial data.

24 A That's correct.

25 Q So as late as April of 2012, regardless

1 of what you found out, you were still entrusting Mr.
2 Braddock to provide financial data to Mr. Grimsley
3 for tax returns, correct?

4 A That was supposed to be checked via the
5 QuickBooks that George was supposed to be getting a
6 copy of.

7 Q Whatever, my point is you were trusting
8 Mark --

9 A There was no trust. There was no trust
10 in 2012.

11 Q There were just actions.

12 A It was just him -- he was supposed to be
13 getting whatever Mr. Grimsley asked him to get over
14 to him.

15 Q Okay. If you had discovered that there
16 was an untrustworthy relationship in 2010, why was he
17 even involved in providing information to Mr.
18 Grimsley in 2012?

19 A He's the one who controlled the
20 information.

21 Q Well, yeah, I know, but he doesn't now,
22 right?

23 A I'm not giving any information or having
24 him give information to Mr. Grimsley now.

25 Q Because you had absolute and total

1 authority and ability to cut him off at any time.

2 A I did.

3 Q Okay.

4 A And I sent e-mails to that effect.

5 Q I know it's an e-mail, but I mean

6 that's -- an e-mail doesn't do crap, does it?

7 A Obviously it did not.

8 Q Right. In other words, even though you
9 sent e-mails, you continued to rely on him to send
10 information to Mr. Grimsley all the way through 2012.

11 A I relied on Alina to send copies of the
12 QuickBooks.

13 Q But you relied on Mr. Braddock to do
14 things for you and the company well into 2012,
15 correct?

16 A No. There were people -- the people that
17 was in the company ran their own jobs. Mark did very
18 little when it came to running the business there.
19 We have since found that out.

20 Q So you just relied on him to do personal
21 financial stuff well into 2012?

22 A He was supposed to be -- I was told he
23 was procuring new clients and he was keeping Fannie
24 Mae happy.

25 Q Right. My question was, so you were

1 relying only on --

2 A I relied on nothing that he said to me
3 after 2010.

4 MR. FURR: Let him ask his question
5 first.

6 BY MR. WARD:

7 Q This comes out on paper and there is only
8 room for one person to speak. I apologize.

9 A That's okay.

10 Q Just take a deep breath and let me finish
11 the question.

12 A Okay.

13 Q New question.

14 You relied on Mark Braddock to handle
15 personal financial information well into 2012,
16 correct?

17 A I don't know what I relied on him for at
18 that point.

19 Q You didn't cut him off from personal
20 financial information.

21 A Yes, he was supposed to have been cut
22 off.

23 Q How?

24 A He was told to stay out of our business.
25 We were changing passwords on accounts and he was

1 getting the passwords again.

2 Q But you're talking about like Chrisley &
3 Company accounts.

4 A No; I'm talking about on everything that
5 he put his hands on that involved me and my family.

6 Q And you had discovered that by the end of
7 2010, according to your affidavit.

8 A No; we had -- we had discovered that he
9 was doing things inappropriately in 2010. We are
10 still finding out things.

11 Q I understand. But you knew enough in
12 2010 to identify what you believe to be inappropriate
13 conduct by Mr. Braddock in 2010.

14 A I confronted him with that and he
15 denied -- he denied every allegation and put --
16 placed the blame on Donna Cash.

17 Q And so based on that you relied on him to
18 continue to handle your personal financial
19 information well into 2012, correct?

20 A What do you reference personal financial
21 information?

22 Q Providing personal financial information
23 to Mr. Grimsley.

24 A Okay. I don't know what he's provided to
25 him, but it was my understanding that all Mr.

1 Grimsley relied on him for was the QuickBooks to
2 show --

3 Q You --

4 A Go ahead.

5 Q I'm sorry. Finish your answer.

6 A -- to show what the company had paid
7 Julie and I and what our expenses were.

8 Q Okay. Did you not have Mr. Braddock
9 draft letters for Mr. Grimsley to sign about Julie's
10 ownership of the company in February of 2012?

11 A No, I did not.

12 Q Okay. Do you know -- have you seen Mr.
13 Grimsley's testimony or anything?

14 A I have not.

15 Q Do you have any idea what he testified
16 to?

17 A I don't.

18 Q All right. Do you recall yourself
19 e-mailing Mr. Grimsley about letters relating to
20 Julie's ownership of the company in February of 2012?

21 A I don't recall that.

22 Q March, April, May?

23 A I don't -- I would have to see what
24 you're talking about.

25 Q No, that's all right. I mean, sitting

1 here today, that's a surprise to you?

2 A What is a surprise to me?

3 Q That there are e-mails between you and
4 Mr. Grimsley and Mark Braddock about Julie's interest
5 in CAM in 2012.

6 A In what context?

7 Q Just hear me out. Do you know if you
8 sent e-mails to Mr. Grimsley and authorized Mark
9 Braddock to draft or change language in letters about
10 ownership of CAM in 2012?

11 A I have never authorized Mark Braddock to
12 alter the operating agreement of Chrisley Asset
13 Management, if that's what you're looking for.

14 Q That's not what I'm looking for. It's a
15 very specific question. I want to know whether you
16 know of any letters being written, letters.

17 A I do not recall that.

18 Q Okay.

19 MR. FURR: Letters, you don't mean
20 e-mails.

21 MR. WARD: What's that?

22 MR. FURR: You don't mean e-mails, you
23 mean letters.

24 MR. WARD: I mean e-mails where the
25 content of letters is being discussed.

1 MR. FURR: There's a difference between
2 e-mails and letters, so just sure we're clear.

3 MR. WARD: Thanks.

4 BY MR. WARD:

5 Q Did you trust Mr. Braddock to communicate
6 with Simon Bloom on your behalf in December of 2011?

7 A I don't know what it was pertaining to
8 that I would have said that I trusted him completely
9 in 2011 because that trust had already been altered
10 at the end of 2010.

11 Q All right. Let me ask -- let me give you
12 one specific example since you weren't at the
13 Grimsley deposition and just ask you. We'll just
14 figure this out.

15 (Previously marked Exhibit No. 29.)

16 BY MR. WARD:

17 Q I'm going to show you document that's
18 been previously marked as Exhibit 29. Okay? This
19 purports to be an e-mail from you to Mark Braddock,
20 okay? Do you see that? And it includes a forwarded
21 message from George Grimsley to you.

22 A Uh-huh (affirmative).

23 Q At mchrisley1@aol.com. Copied to Mark
24 Braddock, right?

25 A Uh-huh (affirmative).

1 Q So both you and Mark Braddock received
2 this initial e-mail from George Grimsley, yes?

3 A That's the way it would appear.

4 Q Okay. And your testimony is I never saw
5 it?

6 A I have not seen that e-mail.

7 Q So even though it was going to your
8 e-mail that you had custody and control over --

9 A No, sir, that's not true.

10 Q So you were --

11 A I had custody and control -- I had
12 custody, but I didn't have control over it.

13 Q All right. So what would happen if an
14 e-mail arrived at mchrisley1@aol.com?

15 A Well, I'm missing 2600 e-mails right now.

16 Q I understand. But let me give you an
17 example. You send an e-mail to klw@swtlaw.com.

18 A Uh-huh (affirmative).

19 Q It's going to show up on my iPad, my
20 phone, my computer and my laptop, okay, the minute
21 it's sent.

22 A Right.

23 Q What I want to know is what happens to an
24 e-mail -- what happened to an e-mail in December of
25 2011 when it was sent to you by George Grimsley,

1 because there's no doubt it was sent by George
2 Grimsley to you, right?

3 A I don't know if it was deleted and I
4 never saw it or what the deal was.

5 Q Well, was it deleted -- do you get
6 e-mails on your phone?

7 A Yes.

8 Q Okay. Was it deleted on your phone as
9 well as your computer?

10 A I don't know.

11 Q Do you even know whether you can delete
12 on an exchange server and a phone at the same time?

13 A I don't.

14 Q Okay. Do you know -- when you say you're
15 missing 2600 e-mails, do you have an iPad?

16 A No.

17 Q Do you have an iPhone?

18 A I do.

19 Q Okay. Have you checked your iPhone for
20 e-mails?

21 A I have a new iPhone now.

22 Q I understand. But did you check your old
23 iPhone for e-mails?

24 A Did I receive my e-mails through the
25 iPhone?

1 Q Yeah, did you get them?

2 A Yes.

3 Q And when you received an e-mail on your
4 iPhone, did you get some kind of alert, hey, you got
5 an e-mail?

6 A No, it didn't alert.

7 Q It didn't alert in any way?

8 A I'd have to download the e-mails.

9 Q But you would have -- you would get it
10 instantaneously, though; in other words, it would --
11 you may not be alerted, but it's available on your
12 iPhone the same time that it's sent, right?

13 A Not unless I download it.

14 Q You're telling me you didn't have push on
15 your e-mails? You had to go to your e-mail server
16 and download the e-mails?

17 A I'm saying that on my phone I have to
18 click mail and then it downloads all the new e-mails.

19 Q I understand. But that's all you've got
20 to do is click mail; it's not like --

21 A I understand that.

22 Q Okay. So in other words, when George
23 Grimsley sends you an e-mail, right, at that very
24 second the only way that you can avoid seeing that is
25 if somebody just that second deletes it from -- from

1 your e-mail.

2 A Okay.

3 Q Right? That's your testimony?

4 A No, that's not my testimony. I don't
5 know how that works.

6 Q Okay. Well, who would know how your --
7 and this is very important -- who would know exactly
8 how your e-mail materialized and on what devices;
9 like whether it was a push e-mail, whether it was
10 connected to an exchange server, whether it was lost
11 if deleted on the exchange server, who would know
12 that? Who is the person that would know that?

13 A Mark and Stagg or Steve.

14 Q Okay. Who's Stagg?

15 A Stagg Shelton.

16 Q Stagg Shelton. And who is he?

17 A He was the one who ran all the IT.

18 Q And who does he work with?

19 A I think it's VocalCloud or Peering Point
20 or something.

21 Q VocalCloud is a company that Julie sued
22 recently in the RICO claim.

23 A That's correct.

24 Q Because of, among other things, alleged
25 messing around with documents by Mr. Braddock, right?

1 A And e-mail access to our personal
2 e-mails.

3 Q Is it your testimony that Stagg somehow
4 helped make e-mails invisible to you?

5 A I can't answer that because I have a
6 confidentiality agreement.

7 Q Well, I'm not interested in your
8 confidentiality agreement. Did you just settle with
9 VocalCloud?

10 A I did not.

11 Q Well, do you know the terms of
12 settlement?

13 A I don't know all the terms, no.

14 Q Well, you just said you had a
15 confidentiality agreement, so you signed a
16 confidentiality agreement?

17 A Yes.

18 Q So you had to know what was there for you
19 to be confidential about.

20 A I know what they have given testimony
21 about.

22 Q Okay. What was the settlement with
23 VocalCloud?

24 A The settlement was that they would turn
25 over information to us that would corroborate what

1 was in the RICO case.

2 Q So how would they turn that information
3 over to you and what did you get -- what did they get
4 in return?

5 A They were released from the suit.

6 Q So did they hand over computers?

7 A I don't know what all they handed over
8 because that was through the attorneys.

9 Q So what information was it that they
10 agreed to provide to support the RICO claim?

11 A Corroboration that Mark had been in our
12 e-mails and placed the keystroke devices and copies
13 of altered checks, information with the thumb drive
14 with checks on it.

15 Q That would all be information that
16 belonged to CAM that was stored on VocalCloud's
17 server, correct?

18 A That they turned over?

19 Q Yes. I mean, that's how they got
20 information.

21 A No, I think it was -- I think a lot of it
22 was maintained on Steve's personal computer, the
23 information that he gave.

24 Q But you're talking about data that
25 derived from CAM, Chrisley Asset Management.

1 Whether -- I don't care whether Steve maintained it
2 on his personal computer or his office computer,
3 that's the information, that's CAM information,
4 correct?

5 A I don't know who it was classified that
6 it belonged to.

7 Q Well, CAM had the service account with
8 VocalCloud, correct?

9 A Correct, yes.

10 Q Okay. So you -- you or your wife or
11 whoever settled with VocalCloud has entered into a
12 confidential agreement whereby data belonging to CAM,
13 which is in bankruptcy, has been handed over from
14 VocalCloud just to -- who has it been handed over to,
15 your lawyers?

16 A The information was given to our
17 attorneys.

18 Q Your attorneys. And when you say "our
19 attorneys" you mean --

20 A Julie's attorneys.

21 Q Well, okay. So Bob Barr is just Julie's
22 attorney?

23 A Yes.

24 Q Have you participated in meetings with
25 Bob Barr?

1 A Yes.

2 Q Okay. So you understand that you are not
3 a client of Bob Barr's when Julie is sitting there
4 talking to him, correct?

5 A I think that I signed something that --

6 Q Well, is he your lawyer or isn't he?

7 A You would have to ask him. I don't know
8 what that legal term is.

9 Q Do you believe in your mind that Bob Barr
10 is your attorney?

11 A I don't know what that document says, but
12 he had me to come in and sign a document.

13 Q Okay. Well, I don't have the document,
14 so all I've got is what George [sic] Barr tells --

15 MR. FURR: Well, you're getting into
16 privilege now, and I think that's really
17 something he can't testify about, and I don't
18 want to get into Julie's privileges and Bob
19 Barr's privileges. He's not here to defend it,
20 so I don't think he should be answering a
21 question about that.

22 MR. WARD: Actually, I believe we've just
23 gotten way outside of privilege and that's my
24 very point.

25 MR. FURR: Well, not really.

1 BY MR. WARD:

2 Q Do you know whether Bob -- do you believe
3 Mr. Barr is your attorney, yes or no? And I'm trying
4 to ask this question so I can figure out --

5 A I don't know. I don't know -- I don't
6 know what the legal term is for that.

7 Q But there is no doubt in your mind that
8 you've sat in on meetings between Julie Chrisley and
9 Bob Barr, right?

10 A Yes.

11 Q And Bob Barr is the one who negotiated
12 and received the CAM data from VocalCloud
13 exclusively, right? That stuff went exclusively to
14 him?

15 A The information I believe did, yes, went
16 exclusively to Bob Barr's firm.

17 Q And you signed a confidentiality
18 agreement to keep it exclusive so nobody else would
19 know about it, right?

20 A I don't know -- I don't know if that's
21 what it says or not.

22 Q Well, did you -- did you receive a copy
23 of that confidentiality agreement?

24 A I think that we do have it.

25 Q And you received a copy of the settlement

1 agreement that provided for this information
2 belonging to CAM being transferred?

3 A No, I don't think we have a copy of the
4 settlement papers.

5 Q What were you keeping confidential?

6 A Well, the stuff that I just told you.

7 Q Okay. So have you provided your lawyers
8 in the bankruptcy a copy of that settlement
9 agreement?

10 A I have not.

11 Q Or the confidentiality agreement?

12 A (Witness shakes head negatively.)

13 Q All right.

14 MR. FURR: First time I heard of it.

15 MR. WARD: No, I understand. I
16 understand. Listen, I'm -- first time I heard
17 of it, too. So I'm trying to figure out where
18 to get what we need to make --

19 MR. FURR: I think that can be arranged.

20 MR. WARD: Okay.

21 MR. FURR: By the way, you asked earlier
22 about cooperation with the IRS and getting the
23 actual scripts, the returns so we can compare
24 them.

25 MR. WARD: Yeah.

1 MR. FURR: We'll be glad to do that.

2 MR. WARD: I appreciate that. We'll get
3 a form. Can we just do that for all creditors
4 so that --

5 MR. FURR: I need to talk to him about
6 that. I don't think so. No, I'll do it with
7 you.

8 MR. WARD: That's fine, but I'm going to
9 use it.

10 MR. FURR: That's fine, you can use it,
11 but I still want to --

12 MS. MILLER: We don't want the
13 transcripts, we want the actual returns.

14 MR. WARD: Yeah, I want the returns.

15 MR. FURR: I don't know if you can get
16 the actual returns.

17 MR. WARD: You can. It's not easy, but
18 you can.

19 MR. FURR: Well, I've never done it
20 before. Not in recent years.

21 MR. WARD: What's that?

22 MR. FURR: I haven't done that in recent
23 years. I don't know how long that takes.

24 BY MR. WARD:

25 Q Okay. Do you know -- you understand this

1 is a case where nobody seems to have actual
2 documents, right?

3 A I do.

4 Q This is why I am pressing on the stuff
5 and I don't mean -- please don't take --

6 A You're fine.

7 Q -- don't take offense that I'm pressing
8 on this point, but --

9 A You're fine.

10 Q -- I am just trying to find the
11 documents.

12 VocalCloud had documents that related to
13 the financial condition of CAM, correct? They
14 operated the servers for CAM.

15 A That's my understanding, that they
16 operated the servers, but I don't think they gave
17 it -- they turned over anything financial. They only
18 turned over things that corroborated what some of the
19 claims were in the RICO suit.

20 Q Right. And that wasn't my question. I
21 can see how it would be confusing, so let me restate
22 the question.

23 VocalCloud operated the servers for CAM,
24 correct?

25 A Yes.

1 Q So in other words, they would be the
2 repository of information including financial
3 information, yes?

4 A Yes.

5 Q Okay. Now, not that I know how this
6 would happen, but occasionally principals of
7 companies put personal financial information on
8 computers for work, did you do that?

9 A To my knowledge, I've never handled
10 anything financially on any computer, and my computer
11 was set up, I don't think it was on the server or
12 whatever.

13 Q Okay.

14 A Because I only dealt with AOL.

15 Q So you had a separate computer at CAM?

16 A I did in my office.

17 Q Okay. And where is that computer?

18 A I think it's wherever they took the stuff
19 or whatever.

20 Q Who took the stuff?

21 A When Lee Nicholson was there.

22 Q Well, Lee Nicholson was your employee.

23 A Yes.

24 Q I'm mean, I know he's a receiver, but he
25 was also your employee.

1 A Right.

2 Q So did he take your personal computer as
3 the receiver?

4 A I don't remember what all they did with
5 all the stuff down there. I mean, there was a moving
6 company that was hired to take my furniture and stuff
7 out of that office.

8 Q And when your personal stuff was taken
9 out of the office, was your personal computer taken
10 out of office?

11 A It's in storage so it could have been.

12 Q So your personal computer that would have
13 your personal financial data is in storage someplace?

14 A If they didn't -- if he didn't keep that
15 computer, I don't know, but it's all in storage.

16 Q We're down to two places.

17 A It would be one storage company.

18 Q So we've got two places where your
19 personal computer is likely to be, either with Leland
20 Nicholson?

21 A Uh-huh (affirmative).

22 Q Or in your storage facility?

23 A I believe so.

24 Q Where is your storage facility?

25 A In -- I think that went to Design

1 something in Atlanta.

2 Q Design something in Atlanta.

3 A Design -- Designer something that moved
4 the stuff.

5 Q Okay. So do you know where physically --

6 A I've never been there.

7 Q Just to save time here --

8 MR. FURR: Can you find out where it is?

9 THE WITNESS: Yes.

10 MR. WARD: Let's just do that.

11 MR. FURR: We'll find out.

12 A That's fine.

13 Q So let this be our request that you
14 provide that information to your attorney so he can
15 provide it to us.

16 A That's fine.

17 Q So that we can -- we are going -- we
18 would like to obtain the financial data off of that
19 computer.

20 A That's fine, but there wouldn't have been
21 any financial information because I didn't do that,
22 but you can have it.

23 Q Where would you keep your personal
24 financial data?

25 A They were all maintained right there at

1 CAM.

2 MR. FURR: Let me see if I can help.

3 When he says personal computer, I think he
4 means the computer in his office, but it
5 probably belonged to CAM. It wasn't like he
6 brought his own laptop in or had his own
7 desktop PC, so I think that's where the
8 confusion --

9 MR. WARD: Yeah, the only problem with
10 that is he said it wasn't on the network. I
11 don't care who owns it, I just care about -- to
12 me it doesn't matter who's titled to the
13 computer.

14 BY MR. WARD:

15 Q I'm just talking about the computer that
16 you used was not on the network and that is where, if
17 you have financial data stored, it would be stored,
18 personal financial data.

19 A Yes, but there wouldn't be any because I
20 didn't do any of that.

21 Q Who did that?

22 A Mark and Alina.

23 Q And they would keep that --

24 A That would be on the server.

25 Q -- on the CAM computers.

1 A Exactly.

2 Q Okay. So I know it took a long time to
3 get there, but that's my point. VocalCloud was --
4 managed the server for CAM, yes?

5 A Yes.

6 Q Mark and Alina kept your personal
7 financial data on the CAM computers.

8 A Correct.

9 Q You have reached a confidential
10 settlement agreement with VocalCloud to hand over
11 data to Julie and/or CAM through the RICO claim,
12 right?

13 A But they didn't turn over any financial
14 information to us.

15 Q I don't know because it's a confidential
16 settlement agreement. And you don't know what's in
17 the agreement either.

18 A I'm telling you that I would have -- I
19 would have heard that. All I was told is the things
20 that were corroborated.

21 Q There is no -- have they been instructed
22 to maintain CAM's financial data?

23 A Who? VocalCloud?

24 Q VocalCloud.

25 A The receiver has control over all of

1 that.

2 Q No, they don't. VocalCloud maintains
3 your servers, right?

4 A But the receiver took control of those
5 servers. Adam Brown took control of those servers.

6 Q Adam Brown took hard copies of the
7 computers on station, not at VocalCloud, correct?

8 A No, that's not what I was told. We were
9 told that he made that -- the court order said that
10 there was to be a hard -- a copy made of all of the
11 servers for all parties.

12 Q At VocalCloud and -- but that would have
13 missed your computer that's at your storage facility.

14 A Yes, because that was not on the server.

15 Q All right. So for purposes of clarity of
16 the record --

17 A Okay.

18 Q -- we are instructing that nothing on the
19 computer that is at your storage facility be deleted
20 or altered or removed or degraded in any way, okay?

21 A Okay. That's fine.

22 Q So we would like you to preserve the
23 electronic data in its current form. Okay?

24 A Okay.

25 MR. FURR: Let us know when you want to

1 look at it.

2 MR. WARD: I can tell you it'll probably
3 be -- I've got to call him and make sure he's
4 okay with it, but it'll probably be a guy named
5 Scott Moulton. NCRS I think is the name of it.

6 BY MR. WARD:

7 Q So do you have another personal computer
8 on which you maintain -- for example, did you have a
9 personal computer on which you opened up
10 mchrisley1@aol.com?

11 A I have computers at home.

12 Q Okay. Let's start with those. Where are
13 those computers?

14 A Since when? How far back?

15 Q Let's go to -- for my purposes I'm not
16 really interesting in going back to 2004. I'm really
17 not, but I would like to go back to 2007, if
18 possible, just so we -- because I'm trying to figure
19 out when Chrisley Asset Management --

20 A They -- they would have been replaced
21 multiple times during that time frame.

22 Q Okay. So where are the computers that
23 would have had data from 2011, just two years? In
24 fact it's December 2011.

25 A They were all changed once the folks came

1 in and found the stuff in our home. So that would
2 have been in, I don't know, sometime in August
3 forward, I don't know.

4 Q August of which year?

5 A 2012.

6 Q Of 2012. So when you say they were all
7 changed, by the time you've got people coming into
8 the home and looking for it, there's no question in
9 your mind that there are now legal disputes about the
10 data on the computers, right?

11 A (Witness shakes head negatively.)

12 Q You were worried about keystrokes and all
13 kinds of stuff, right?

14 A Yes.

15 Q Okay. So you preserved those computers,
16 you didn't destroy them after you discovered you had
17 all kinds of keystroke problems, right?

18 A No, I don't think so.

19 Q So where are they preserved?

20 A I don't know that Manny -- Manny Kressel
21 may have them. I don't know.

22 Q And you don't remember who Manny
23 Kressel --

24 A I don't know what the name of the company
25 was that he was with.

1 MR. WARD: Does anybody know?

2 MR. STANTON: His report is attached to
3 the affidavit.

4 MR. WARD: Oh, okay. Off the record.

5 (Off the record.)

6 BY MR. WARD:

7 Q Exhibit 11 to your affidavit which we've
8 marked as Exhibit 66 is a report from Computer
9 Forensics and Data Recovery.

10 A Okay.

11 Q Does that refresh your memory about the
12 company that Manny is with?

13 A It could be.

14 Q "I, Manny Kressel, had the opportunity to
15 make" --

16 A Yes.

17 Q So he has possession of the computers
18 that were at your house, right?

19 A I would think so because we didn't
20 destroy anything.

21 Q Okay. And did he also take possession of
22 any computers from CAM?

23 A Not that I know of.

24 Q Is it possible that he took possession of
25 the computer that you think might be in storage?

1 A I don't know.

2 Q But they exist and would not be altered
3 or destroyed in any way?

4 A No.

5 Q And you would keep financial data on your
6 home computers, correct?

7 A No, sir.

8 Q Did you download checking account
9 statements or --

10 A I don't.

11 Q -- QuickBooks?

12 A I don't.

13 Q How about Julie?

14 A I don't know what she does on hers.

15 Q Did y'all have separate computers?

16 A Yes, sir.

17 Q So did somebody maintain, keep any
18 financial data for you and Julie on any --

19 A That was all maintained at Chrisley Asset
20 Management.

21 Q Okay. All right. And that was done
22 primarily by Mark and Elisha?

23 A Alina.

24 Q Alina.

25 MR. WARD: I would also ask to the extent

1 you have control over Manny Kressel or
2 whatever, that those documents not be altered
3 or changed in any way and they be preserved
4 until we can get a chance to look at them.

5 MR. FURR: Sure.

6 MR. WARD: Okay?

7 MR. FURR: Just recap for a second.
8 We're looking -- you want scripts, you know the
9 tax returns, you know, the things you want
10 done.

11 MR. WARD: I'd like to know what --

12 MR. FURR: You want the actual tax
13 returns filed with the IRS. You want the
14 computer, what we call his personal computer.

15 MR. WARD: Yes.

16 MR. FURR: Which is in the storage
17 warehouse.

18 MR. WARD: Right. And then there's data
19 that's owned -- I believe you'll find that it's
20 owned by CAM --

21 MR. FURR: I understand. I understand.

22 MR. WARD: -- that's with VocalCloud or
23 whatever the cloud company is. And then you've
24 got data with Kressel, Kresser, whatever his
25 name is. We'll just have a forensic person,

1 you know, look at that stuff ourselves for
2 financial data.

3 BY MR. WARD:

4 Q All right. When EAM was sold to Chatham,
5 how was it valued?

6 A I don't know how it was valued. It sold
7 for \$8 million.

8 Q How did anybody come up with a number to
9 sell it for?

10 A I don't know if they went by, you know,
11 what the year income was in multiples, I don't
12 remember.

13 Q Was any valuation company engaged to
14 review the books and determine its value?

15 A Not to my knowledge, but Mark handled
16 that.

17 Q Even though the company was sold in 2005,
18 you continued to report income from EAM for many
19 years following, correct?

20 A Correct.

21 Q That's because you retained actual
22 ownership of at least 50 percent of EAM, correct?

23 A Correct.

24 Q And that continued on at least until
25 2008, correct? That's when you got the second \$4

1 million payment.

2 A I don't -- I don't remember when the next
3 payment was made.

4 Q This is just to shortcut a little bit.
5 The year that you report the \$4 million on your tax
6 returns, whatever year it is or whatever you
7 remember, that's when you finished transferring the
8 interest of EAM over to Chatham, correct?

9 A I don't know. I did not handle that.

10 Q Okay. It was split in two, 4 million and
11 4 million, right?

12 A Correct.

13 Q 50 percent went in 2005, right?

14 A Correct.

15 Q And then 50 percent went when the second
16 4 million was paid, correct?

17 A Yes, yes, yes.

18 Q Okay. And what I'm trying to do is avoid
19 a memory test as far as dates.

20 A I've got it now.

21 Q That's how it happened?

22 A Yes.

23 Q We can tell the rest from the tax
24 returns.

25 Of that \$8 million, was any money

1 designated for Mark Braddock?

2 A Yes; \$800,000.

3 Q Was it 800 or 850,000?

4 A I don't remember.

5 Q Some amount in that range?

6 A I believe it was some amount in that
7 range.

8 Q So once Chrisley Asset Management, then,
9 gets up and running, which was not in 2005, more
10 likely to be 2008 based on that initial tax return,
11 right?

12 A I don't know. I would think so.

13 Q Okay. So once it's up and running in
14 2008, who is in charge of the receipt of money, who
15 handles receiving the money for CAM?

16 A Mark.

17 Q Mark Braddock, okay. And then who had
18 control of money going from CAM to pay vendors?

19 A Mark.

20 Q And who had control of money going from
21 CAM to Chrisley & Company's accounts?

22 A Mark.

23 Q So who would tell Mark, if anyone, how
24 much money to send from CAM to the Chrisley & Company
25 account?

1 A He would tell us how much the -- what the
2 percentages were that broke down based on the amount
3 of closings that we had.

4 Q Okay. So that was the -- the amounts
5 should reflect 70 percent and 30 percent, correct?

6 A Yes.

7 Q Okay. And 70 percent went to Chrisley &
8 Company and 30 percent went to Mark Braddock?

9 A I believe so.

10 Q And did anybody -- I mean, there's a lot
11 of money, right, going out of Chrisley & Company -- I
12 mean out of CAM to Chrisley & Company, right?

13 A Over the years?

14 Q Yes.

15 A Yes.

16 Q Did you check, ever, to see if it was
17 correct?

18 A No, I didn't have a reason to check it.
19 I trusted Mark.

20 Q Do you now believe that you received less
21 than you should have?

22 A That's what the forensic accountant has
23 told us.

24 Q So if less money was received than should
25 have been received, then whatever your interest is in

1 CAM you would have an interest in the additional
2 money?

3 A For the ten percent, yes.

4 Q And Julie would claim an interest of
5 60 percent?

6 A Yes.

7 Q Based on what document?

8 A Based on what we know -- based on what
9 the original agreement was.

10 Q Okay. I know lots of agreements that
11 aren't the agreement, right? Who has the agreement
12 that is the agreement?

13 A I don't have any idea. It was all
14 maintained there in the offices.

15 Q So for -- if I'm not mistaken, it was
16 like we're talking tens of millions of dollars went
17 through these accounts over the years?

18 A I'm sure.

19 Q And you can't tell me what document
20 establishes who owned the company for all that money?

21 A Mr. Ward, there were people that were
22 hired to maintain these records.

23 Q I understand. That would be Womble
24 Carlyle.

25 A That would not be my job to handle those.

1 Q That would be Womble Carlyle, right?

2 A To maintain what?

3 Q To maintain the establishment of
4 corporate documents and the corporate records, right?

5 A At the time that they provided that, but
6 since that time I've been told that there are six or
7 seven other operating agreements that are floating
8 around that are different from that.

9 Q I got all that. Again, listen, I'm just
10 asking as a creditor, I want to know from the
11 outside, I know what isn't. Now show me what is.
12 Where is -- who -- what law firm, what -- who has,
13 other than Mark Braddock, who has the document that
14 does say this is the operating agreement, this is our
15 agreement?

16 A I don't know.

17 Q Womble Carlyle would be the place to
18 start, right?

19 A I would think that they -- I think that
20 they closed the executive transaction.

21 Q Okay. Did you have meetings, corporate
22 meetings?

23 A Corporate meetings?

24 Q Sure. You had this -- did you have any
25 meetings with the LLC saying, hey, let's get

1 together --

2 A No.

3 Q -- let's talk about -- let's make
4 decisions, let's vote?

5 A (Witness shakes head negatively.)

6 Q Did you have votes?

7 A It was never ran that way.

8 Q I understand it was never run that way.
9 That much is clear, okay. What I'm asking for is did
10 you understand that you had the right to vote?

11 A I don't think that that was ever a
12 question for me because there was never a reason for
13 us to vote.

14 Q Well, we know that -- so you never had
15 corporate meetings and never did any -- you never sat
16 down like, hey, this is the board, these are the
17 members --

18 A No, sir.

19 Q -- and had meetings?

20 A No, sir.

21 Q Okay. And we've already seen at least
22 one instance where CAM expenses are being paid out of
23 what should have been your personal account, right?

24 A Correct.

25 Q And I assume -- and we can get to the

1 specifics, but maybe we could just cut to the Chase.

2 There were, from time to time, personal expenses paid
3 for you from the CAM account, yes?

4 A I don't know that.

5 Q Well, you've certainly alleged that
6 personal expenses were paid for Mr. Braddock, right?

7 A That's what we've been told.

8 Q And what I want to know is do you believe
9 there were personal expenses paid out of the CAM
10 account for you and/or Julie?

11 A I do not know that.

12 Q But it's possible?

13 A Anything is possible at this point.

14 Q If Julie called somebody at CAM and said,
15 hey, write a check for this, they would do it, right?

16 A No, she would have called Mark.

17 Q Okay. She called Mark and said, Mark,
18 write a check for this personal expense and he would
19 do it, right?

20 A Yes; but he would normally have
21 transferred the money over to Chrisley & Company and
22 the check -- she would have written the check out of
23 that account.

24 Q You said normally, but there were times,
25 in fact, that you and/or Julie would call Mark and

1 ask him to pay a personal expense out of the CAM
2 account, correct?

3 A No.

4 Q Your testimony, you never did?

5 A I'm telling you that if Mark Braddock had
6 to pay something on behalf of us it was moved to the
7 Chrisley & Company account and it was paid from
8 there.

9 Q Okay. So it went through one step of
10 going from -- so did he have -- who paid it out of
11 Chrisley & Company?

12 A Julie would have.

13 Q Julie. So why would you need to call
14 Mark Braddock to pay a personal --

15 A Because we didn't manage the accounts.

16 Q I understand. But I mean he just -- I
17 thought you said earlier he just told you here's the
18 percentage of money you get, here's the percentage of
19 money I get, and then it's all in Chrisley & Company,
20 right?

21 A Because the money was dribbled out
22 throughout the month. It wasn't just one time.

23 Q I understand, but my point is you agree
24 that there were times when you and/or Julie would
25 call Mark and ask him to take care of a personal

1 expense, yes?

2 A Mark had all of our personal expenses.
3 We wouldn't have a need to call and tell him to pay
4 this personally. All of our mail went to a PO Box
5 that he had a key to and that Donna Cash had a key
6 to. So any bills that were coming in, they got them.
7 Because they handled all that.

8 Q So if they got a bill, they made sure it
9 got paid?

10 A Yes.

11 Q And they made sure it got paid somehow.
12 You don't even now how.

13 A I don't.

14 Q Did it matter to you how, as long as it
15 got paid?

16 A No, I think as long as nobody was calling
17 me, then I didn't pursue it.

18 Q Sure. Okay. Do you know -- I'm going to
19 ask you about some specific bills here. Do you know
20 if your Mercedes was paid for by CAM? I know there
21 were several Mercedes over the years, but the most
22 recent one?

23 A I don't know. I don't -- I don't know if
24 it was paid through -- it shouldn't have been paid
25 through CAM, it should have been paid through

1 Chrisley & Company.

2 Q Do you know what EMC is?

3 A The mortgage company, yes.

4 Q I'm just using the shorthand. Do you
5 know whether EMC -- you had a mortgage with EMC,
6 right, personally?

7 A Yes.

8 Q Do you know if that mortgage was paid by
9 the CAM account?

10 A I don't.

11 Q Do you know whether the mortgage on [REDACTED]
12 Peachtree was paid by the CAM account?

13 A I don't.

14 Q Do you know whether the mortgage on [REDACTED]
15 Anson was paid out of the CAM account?

16 A I don't.

17 Q And who the heck was on payroll for
18 Chrisley & Company?

19 A What do you mean?

20 Q Why was there a payroll for Chrisley &
21 Company?

22 A I don't know what you're asking. Why was
23 there a payroll? There was employees.

24 Q Of Chrisley & Company?

25 A Oh, I'm sorry. Not Chrisley & Company.

1 What now?

2 Q Let's ask that question. There were no
3 employees of Chrisley & Company, correct?

4 A Correct.

5 Q So there should be no payroll for
6 Chrisley & Company, right?

7 A Not that I know of.

8 Q By the time it gets to Chrisley &
9 Company, that's your personal money.

10 A Correct.

11 Q So you wouldn't be paying employees out
12 of that account.

13 A Unless you were paying housekeepers or
14 whatever.

15 Q I understand the household staff. I know
16 sometimes you designate those as professional fees,
17 but they're -- I'm not talking about household staff.
18 I'm talking about were there any officers, directors
19 or employees -- I guess there wouldn't be directors,
20 member -- strike that. I'll start that over. New
21 question.

22 Did you have any employees at all for
23 Chrisley & Company? Any employees?

24 A Not that I can recall.

25 Q Did anybody receive a salary from

1 Chrisley & Company?

2 A I don't know who was paid out of Chrisley
3 & Company.

4 Q Even today?

5 A I don't.

6 Q Do you know if Julie withdrew money from
7 CAM?

8 A If she withdrew money when?

9 Q Ever. Did she withdraw money from
10 Chrisley Asset Management LLC?

11 A I think she withdrew money three times or
12 four times when she realized that Mark had not paid
13 her appropriately.

14 Q Are you talking about the \$220,000?

15 A No, I'm talking about three other times
16 prior to that.

17 Q Okay. So what I'm talking about now, and
18 I know in the Fulton County lawsuit that there's a
19 receiver over CAM and there were like \$220,000 taken
20 out by Julie from CAM?

21 A No, it wasn't taken out. It was paid by
22 the receiver.

23 Q Out of CAM's accounts?

24 A Correct.

25 Q And Julie then used that money to pay

1 what?

2 A I don't know what all she paid with it.

3 Q Sitting here today, you have no idea what
4 she paid the money for?

5 A I do not know what she paid all of her
6 money to.

7 Q Was she paying any of your lawyers?

8 A To what?

9 Q Did she pay any of your lawyers?

10 A I'm sure that she probably did.

11 Q Did she pay any of your personal
12 expenses?

13 A I don't know what all she paid.

14 Q And Judge Dempsey, I guess, in Fulton
15 County has ordered her to put the money back, right?

16 A And that's under appeal.

17 Q No, I understand. But I mean -- so you
18 know that Julie has itemized with great detail
19 exactly what she used the money for, right?

20 A Okay.

21 Q You know that, right?

22 A I don't know that I've ever reviewed
23 that, but I'm sure that she had to give an accounting
24 for it.

25 Q And you were represented by -- she was

1 represented by Thompson Law Group at that time?

2 A Yes.

3 Q As was CAM?

4 A Yes, I believe so.

5 Q So Thompson Law Group represented the
6 company that the receiver took the money out and the
7 person that received the money.

8 A I don't know that he was ever allowed to
9 represent CAM. I think he was only allowed to
10 represent Julie.

11 Q Well, that part is clear as a matter of
12 record, so you don't -- you're saying you don't know
13 whether --

14 A Right.

15 Q -- he was representing CAM. That's a
16 matter of whether he entered an appearance and
17 represented CAM.

18 A Okay.

19 Q Do you recognize this document?

20 A I have seen this document since this
21 litigation began.

22 Q Do you believe this document is a
23 document that you did not authorize?

24 A It is not.

25 Q What about it did you not authorize?

1 MR. FURR: He answered the question in
2 the negative. Would you ask it again.

3 BY MR. WARD:

4 Q Did you authorize this document?

5 A I did not.

6 Q So is there anything wrong with this
7 document?

8 A Well, I don't think you can have stock in
9 an LLC.

10 Q Okay.

11 A And Mark never discussed that with me.
12 All Mark -- our original agreement was that it was
13 30 percent of the net profit.

14 Q Oh, I got you. So you don't think -- if
15 it was 30 percent of the net profit, then it is
16 possible that less than 30 percent was owned by Mr.
17 Braddock.

18 A Do what now?

19 Q Well, was he supposed to get a 30 percent
20 interest or 30 percent of the profits?

21 A It was my -- he and I debated over that,
22 and he said that he was supposed to have 30 percent
23 ownership.

24 Q But you do not agree with that?

25 A I did not at the time because that was

1 not what I thought the understanding was.

2 Q Did you ever have a meeting of the minds
3 where Mark Braddock was to receive a 30 percent
4 membership interest in Chrisley Asset Management,
5 LLC, yes or no?

6 A I think it was after the first tax
7 returns were filed.

8 Q So there was a point in time at which it
9 was agreed that Mark Braddock would receive a
10 30 percent membership interest in the company?

11 A I think we did agree to it, yes.

12 Q What is the document that confirms that?

13 A I don't know that I ever saw a document.
14 It was just he and I having a conversation.

15 Q So the way that the company was operated,
16 there was no known operating agreement, correct?

17 A No, we have seven.

18 Q But there's no known operating agreement
19 that you would say this is the operating agreement
20 for this company, correct, not a single one, right?

21 A I don't know what the original one that
22 was signed way back when, I don't know what that
23 consisted of.

24 Q So you don't know what was said on that
25 original document that was signed?

1 A I don't. I only know that it addressed
2 the membership interest.

3 Q Okay. Despite all the litigation that's
4 going on, all the lawyers that have been employed,
5 you cannot today point to a document that is in fact
6 the operating agreement for Chrisley Asset
7 Management, correct?

8 A Not 100 percent.

9 Q Well, not ten percent, right? You can't
10 show me anything that you would remotely endorse as
11 the official operating agreement for --

12 A No, I think we have. I think we've said
13 that the operating agreement that shows the 60/30/10
14 is as close as what we can remember, but we don't
15 know if the contents of that document has been
16 altered.

17 Q I know, but you have also said, and that
18 is -- was the exhibit that is attached to your
19 affidavit, that's Exhibit 1, we've already
20 established -- Exhibit 1 to Exhibit 66, we've already
21 established that that was not signed by you or Julie.

22 A Agreed.

23 Q So it's not the operating agreement,
24 right? It is not the operating agreement.

25 A I would say that it is partially the

1 operating agreement, but it has been signed by Mark.

2 Q But it's not the full agreement, correct?

3 A I don't know if it is or not.

4 Q So you would not say -- you would not say
5 under oath this operating agreement dated November 4,
6 2005, is in fact the operating agreement of this
7 company?

8 A I don't believe that is the original
9 version of that particular document, because if that
10 were the case, there would have been no reason for
11 Mark to have signed our names, he would have had the
12 originals.

13 Q And this document is, based on your
14 information and belief, not the operating agreement
15 that was actually signed, correct?

16 A No, that's not what I'm saying.

17 Q Well, is it the original operating
18 agreement?

19 A I don't know if it is or not. I can tell
20 you that it is not our signature on it. But is that
21 the original operating agreement that was done years
22 ago, I don't know. I can only speculate.

23 Q My point exactly. You would have to
24 speculate to say that this was an operating
25 agreement. You would not swear that it is the

1 operating agreement for Chrisley Asset Management
2 LLC.

3 A It's as close to it as any out there.

4 Q Nevertheless, it is speculation to say
5 that it is the operating agreement of Chrisley Asset
6 Management LLC, correct?

7 A Well, no more speculation than to
8 speculate that there's a set -- that one that said
9 70/30 is original.

10 Q I realize that. That would be
11 speculation as well, right?

12 A Yes.

13 Q So it's speculation that this is the
14 operating agreement and it's speculation that the
15 operating agreement that's attached as Exhibit 3 to
16 your Exhibit 66 is the operating agreement, it's
17 speculation to say that the document attached as
18 Exhibit 4 is the operating agreement, you just can't
19 tell, right?

20 A I can only -- I can only attest to the
21 percentages of the ownership.

22 Q As to the operating agreement itself --

23 A I do not know.

24 Q And so the source of the ownership is a
25 verbal understanding between you and Julie and Mark,

1 right?

2 A No; there was a written operating
3 agreement that stated what the ownership was.

4 Q But despite all this litigation you
5 haven't been able to find the document --

6 A Well, those were found on Alina's machine
7 in a file.

8 Q But you didn't find any document that you
9 would say I found the operating agreement, that is
10 the operating agreement for Chrisley Asset
11 Management, correct? We still don't have that
12 document, right?

13 A I don't know what -- I don't know what
14 everyone else has.

15 Q You're the one in the witness stand
16 today -- witness chair today.

17 A You have what we have.

18 Q That's exactly what I understand. I have
19 everything that you have, fair enough?

20 A Correct.

21 Q Because it's in your affidavit. That's a
22 complete --

23 A Correct.

24 Q -- set of all the operating agreements
25 you know about --

1 A Correct.

2 Q -- right?

3 And none of them are operating agreements
4 that you can say are the operating agreement for
5 Chrisley Asset Management LLC, correct?

6 A I can tell you those are not our
7 signatures on that document.

8 Q And therefore none of these that are
9 attached to your affidavit marked as Exhibit 66,
10 there is not a single one that you can say is the
11 operating agreement for Chrisley Asset Management?
12 Not a trick question.

13 A I don't know.

14 Q Since you don't know, you can't say that
15 they are, right?

16 A Correct.

17 Q Okay. We shouldn't have to work this
18 hard, you and I, to establish that. I think we
19 actually understand the reality of the situation.

20 (Exhibit No. 77 was marked for
21 identification.)

22 (A recess was taken.)

23 BY MR. WARD:

24 Q I'm going to show you a document which
25 has been marked as Exhibit 77. All right. So this

1 document is the production of financial records that
2 was done by Julie Chrisley, your wife, in the Fulton
3 County Superior Court action 2012-CV-219963. That's
4 the Julie Chrisley and CAM lawsuit against Mr. Mark
5 Braddock and Alina Clerie.

6 A Uh-huh (affirmative).

7 Q Do you see that? You've seen this
8 document before, haven't you?

9 A I don't think I have.

10 Q If you will follow through with me, and
11 I'm just going to find out a few things. If you'll
12 look at immediately following the statement of
13 financial records. Well, first of all, Stephen
14 Friedberg is Julie's lawyer, right?

15 A Yes.

16 Q Right after -- the first thing you see is
17 a check for \$219,000 that's written on Julie
18 Chrisley's BB&T account for cash, do you see that?

19 A I do.

20 Q Did you receive the benefit of any of
21 that cash?

22 A I did not. Unless it's attorney's fees.

23 Q I'm sorry?

24 A I said I have not.

25 Q All right. So the first thing we have is

1 \$219,000 of money -- first, how did it get into
2 Julie's BB&T account?

3 A I don't know.

4 Q Well, on the top there's an official
5 check with Julie Chrisley as the payee from a BB&T
6 account, do you see that?

7 A Yes.

8 Q Is that the money that -- did Lee
9 Nicholson make that money available to her?

10 A It is.

11 Q And so if you look at the next page of
12 this exhibit, there is a check for \$19,000 payable to
13 Julie Chrisley.

14 A Right.

15 Q And so that's between -- so you got a
16 \$219,000 check and then a \$19,000 check, correct?
17 Yes? Both to Julie Chrisley?

18 A You've got -- you've got what now?
19 You've got a \$19,000 check --

20 Q Right. The first page it says -- the
21 first page we looked at that has Julie's \$219,000
22 check dated 10/2/12, check number 1022, on Julie's
23 BB&T account ending, I guess, 1130?

24 A Yes, yes.

25 Q Okay. That's a \$219,000 check that Julie

1 writes to cash.

2 A Okay.

3 Q Right? That's in October of 2012, right?

4 A Okay.

5 Q And above that there is an official
6 check, you know, I guess it's a cashier's check,
7 right, a copy of a cashier's check, that's payable to
8 Julie Chrisley, do you see that?

9 A I do.

10 Q Okay. So do you know -- and I believe
11 you testified that's the money that Leland Nicholson
12 gave to her out of CAM, right?

13 A I believe it is.

14 Q So that's 219,000. The next page appears
15 to be another different official check for \$19,000
16 dated October 2nd, 2012, payable to Julie Chrisley,
17 do you see that?

18 A I do.

19 Q That would be at least, you know, by my
20 reckoning that would be closer to 240,000 at this
21 point?

22 A No; I think that that is a -- I think
23 that 19,000 is coming from that 219,000.

24 Q Oh, I got you. So she put the cash in to
25 someplace where she then wrote a \$19,000 check to

1 herself?

2 A I believe.

3 Q So in these first two pages alone we've
4 got the same money transferring through Julie at
5 least twice, right? It goes from Leland to her and
6 from her to herself in cash and then from herself in
7 cash to another account from which she derives an
8 official check of \$19,000.

9 A I don't know how it was done.

10 Q Do you know if -- do you know why the
11 money went through all these different iterations?

12 A That would involve she and her former
13 counsel.

14 Q Okay. So if you turn to the next page,
15 it looks like what appears to be the back of that
16 \$19,000 check, do you recognize Julie Chrisley's
17 signature on that? Or is that Mark Braddock, too?

18 A No.

19 Q Who signed that?

20 A I didn't say it was Mark Braddock who
21 signed that.

22 Q Who signed this?

23 A Julie.

24 Q So Julie signed the back of this \$19,000
25 check?

1 A Yes.

2 Q Okay. And then if you look at the next
3 page, there's \$100,000 cashier's check to Le Reve
4 Realty Group, right?

5 A Yes.

6 Q Le Reve Realty Group is Julie's company?

7 A Right.

8 Q So it's to Julie?

9 A Yes.

10 Q Right?

11 A That's to Le Reve Realty Company.

12 Q Right. But she controls -- she's the
13 sole owner of Le Reve Realty. She controls what
14 money goes in and out of there, right?

15 A I believe so.

16 Q Le Reve -- Le Reve Realty didn't have
17 any -- Le Reve Realty was her, correct?

18 A Yes.

19 Q It's her? And that money is deposited
20 into an account, correct? If you look at the next
21 page, it's signed deposit only. Who signed that?

22 A I don't know. It says deposit only.

23 Q Do you recognize your wife's handwriting
24 on that?

25 A I think that's hers.

1 Q Okay. And then if we turn to the next
2 page, you have another check for \$100,000, and you
3 can be 100 percent sure by looking at the check
4 numbers. This is a different check for \$100,000 that
5 goes to EZ Title Loans LLC, right? And that's Julie
6 Chrisley's company as well, correct?

7 A I don't know if she's the only one with
8 that or not.

9 Q She has control over the cash that goes
10 into EZ Title Loans LLC?

11 A I don't know.

12 Q Okay. She would know that?

13 A Yes.

14 Q Then if you turn to the next page, you
15 would see the -- it says not used for purposes
16 intended, signed Julie Chrisley, do you see that?

17 A That's her writing.

18 Q What does that mean?

19 A I don't know.

20 Q So we'll have to ask her what that meant?

21 A Yeah.

22 Q I've never seen an endorsement like that
23 so I just --

24 A I don't know.

25 Q Okay. Now Hayden Pace had been your

1 lawyer, correct?

2 A He was at some point representing both
3 Julie and myself.

4 Q Right, but he represented you
5 individually --

6 A Yes.

7 Q -- on a number of the short sale deals
8 with various banks, correct?

9 A Yes, yes.

10 Q So that was a personal lawyer, correct?

11 A Yes.

12 Q So the next thing we see is a payment to
13 Hayden Pace on Julie Chrisley's BB&T account number
14 ending 1130 for check number 1055 to Pace Law.
15 That's Hayden Pace, right?

16 A Yes. But I don't know if that was for
17 legal fees for me or legal fees for CAM or what it
18 was.

19 Q It's kind of hard to tell who -- what
20 payments were, isn't it?

21 A Right. Yeah, because I don't know.

22 Q I mean, that's the problem. The next
23 page you've got a check for \$100,000 -- I'm sorry,
24 for \$10,000 to Thompson Law Group, Julie Chrisley's
25 check number 1051, right?

1 A Uh-huh (affirmative).

2 Q I'm going to save us some time because
3 the documents are pretty much -- we don't need to
4 just read each and every document. Let's go until
5 you get to the Chase account statement for Julie
6 Hughes, September 28, 2012, through October 25 --

7 A What's the number at the bottom?

8 Q This one doesn't have Bates numbers.
9 This was filed by Julie's lawyers, so it's not Bates
10 labeled.

11 MR. FURR: This one is Bates stamped.

12 MS. CHILDS: My copy is Bates stamped.

13 BY MR. WARD:

14 Q I'm the only one who didn't get a Bates
15 stamp copy. I wish I could tell you, but I can't.
16 It's the one that says Chase -- okay. Here we go.
17 Turn to production number 264.

18 A I got it.

19 Q Okay. First of all, that is -- Julie
20 Hughes is Julie Chrisley, right?

21 A Okay.

22 Q Yes?

23 A Yes.

24 Q Okay. And this account is her personal
25 Chase account; is that right?

1 A I would assume so. I don't know.

2 Q What's [REDACTED], is that a
3 PO Box?

4 A No; that's Select's office.

5 Q Select's office. Okay. So but it's her
6 personal account that she maintains under Julie
7 Hughes, right?

8 A I think so.

9 Q Okay. And this is the account ending
10 1807 at Chase, right?

11 A Yes.

12 Q All right. So now if you'll turn to --
13 just go to 284. This is an account statement from
14 Chase for Julie Hughes, address [REDACTED]
15 Court?

16 A Yes.

17 Q And this account ends in account -- in
18 four numbers, 3608, right?

19 A Yes.

20 Q So that's a different Julie Hughes
21 account at Chase than the one we just looked at a
22 minute ago, right?

23 A Yes, appears to be, yes.

24 Q Different numbers. And then -- if you
25 will look at in Exhibit 77 production page number

1 295, okay. Now, this time we have a Chrisley &
2 Company, LLC Chase account, right?

3 A Yes.

4 Q All right. This is for an account ending
5 1612, one six one two, correct?

6 A Yes.

7 Q Okay. Do you know that Chrisley &
8 Company also had -- the main Chrisley & Company
9 account ended 3208, are you familiar with that
10 account?

11 A No, I'm not familiar with account
12 numbers.

13 Q We'll get to that in a minute. This is
14 clearly not account number 3208, it ends 1612, right?

15 A Right.

16 Q Okay. And tell me about this account.

17 A I don't know. I didn't set it up.

18 Q Well, the statement's going to [REDACTED]
19 [REDACTED], Miramar Beach, Florida.

20 Where's that?

21 A It must be one that Mark had set up
22 because there was an office down in Florida.

23 Q Let me just remind you where I got these
24 documents, okay? These were filed by Julie's lawyer
25 as Julie's production of financial records.

1 A Okay.

2 Q So it came from Julie's lawyers, and it
3 was in order for Julie to explain what happened to
4 the \$229,000 -- \$219,000.

5 A Okay.

6 Q So when you say it must be an account
7 that Mark set up --

8 A It's in Florida.

9 Q But by the time --

10 A I wasn't aware that we had an account in
11 Florida.

12 Q Well, Julie's lawyers were surely aware
13 because they filed this, right?

14 A You asked me why was this set up, and I
15 told you I don't know, I didn't set it up.

16 Q Are you aware of the account?

17 A No.

18 Q And what is [REDACTED], Suite
19 206?

20 A I don't know.

21 Q You have no idea what that is that Julie
22 was attaching to documents filed in the Fulton County
23 Superior Court?

24 A I don't, not unless it's the office that
25 was set up down in Florida.

1 Q The office for what?

2 A CAM.

3 Q For CAM?

4 A Yes.

5 Q Does CAM maintain a Florida office?

6 A There was an office down in Destin or
7 somewhere that Mark had rented or leased.

8 Q Okay. Well, the particular statement
9 that we're looking at here, and we can look at
10 others, but it's -- you know, we're talking about a
11 statement that ends October 31st, 2012, you know,
12 we're talking about less than a year ago, this
13 statement. And it's being produced in a proceeding
14 that Julie and CAM are adversarial to Mr. Braddock,
15 right?

16 A Right.

17 Q So by this time the control of accounts
18 is out of Mark Braddock's hands.

19 A Correct.

20 Q All I'm trying -- and Chrisley & Company
21 was the entity that you and Julie used to pay your
22 personal accounts.

23 A Correct.

24 Q Right?

25 A Yes.

1 Q And you're telling me there's at least
2 one account now, the 1612 account, you have no idea
3 about sitting here today?

4 A I do not.

5 Q Okay. And you understand that this is
6 not an account, to my knowledge, that was exposed to
7 bankruptcy, and that's because you just didn't know
8 the first thing about it, right?

9 A I do not know anything about.

10 (Exhibit No. 75 was marked for
11 identification subsequently changed to 78.)

12 BY MR. WARD:

13 Q I'm going to show you a document which I
14 have marked as Exhibit 75. This purports to be an
15 e-mail. I believe it's from you. So I want to draw
16 your attention to -- first of all, this is -- this is
17 written by you, correct?

18 A I believe this one was, yes.

19 Q And this one comes from the
20 mchrisley1@aol.com account?

21 A Correct.

22 Q And this is September of 2009, right?

23 A (Witness nods head affirmatively.)

24 Q That's to Pam Hughes, Mark Braddock,
25 Alina Clerie and Donna Cash, right?

1 A Correct.

2 Q You write this letter -- and first of
3 all, it's, I guess, what people would recognize in
4 electronic media as, you know, an outside voice.
5 It's all caps. The whole thing is all caps.

6 "To all concerned, I want to make it
7 perfectly clear that from this point forth, if I ask
8 that a check be written then I expect it to be done
9 ASAP." Right?

10 A Correct.

11 Q "Mark is not the owner of this company
12 and does not control cash flow."

13 A Uh-huh (affirmative).

14 Q "If there's any miscommunication about
15 this again, then I suggest that all that are confused
16 look elsewhere for employment."

17 A Correct.

18 Q Okay. So as early as September 2nd,
19 2009, you notified Pam Hughes, Mark Braddock, Alina
20 Clerie and Donna Cash that Mr. Braddock is not in
21 charge of cash flow in the company, right?

22 A This e-mail was sent because Mark was
23 telling me he was sending checks out that were not
24 being sent out. So I was placing Alina and Donna,
25 who had come to me and told me this, without outing

1 them, I went ahead and put it in writing and
2 addressed it to everyone.

3 Q So my point is that your e-mail
4 communicated in unambiguous terms that as of
5 September 2nd, 2009, that Mark Braddock was not in
6 control of the cash flow of the company, right?

7 A But he always was in control of it, he
8 and Alina.

9 Q I understand, but there's no doubt that
10 at least the record --

11 A What I was saying in here was that Mark
12 Braddock was not going to -- was not going to -- when
13 I told someone to write a check, he was not going to
14 override that. That's what this e-mail is about.

15 Q Because you were the boss?

16 A I was telling Donna and Alina that he
17 would not override, if I asked them to get a check
18 ready, he would not override that.

19 Q Because you were the boss.

20 A No, I was not the boss. I did not -- I
21 was not -- I did not boss him. I did not give him
22 his direction.

23 Q I'm not talking about just Mark, I'm
24 talking about the boss of the company.

25 A No.

1 Q You're telling not just Mark Braddock,
2 but Pam Hughes, Alina Clerie, and Donna Cash this,
3 correct?

4 A That's right.

5 Q So you had the authority to tell all
6 these people that they were not to -- if you told
7 them write a check, they were to write it, correct?

8 A Exactly.

9 Q And you had that authority --

10 A Yes.

11 Q -- placed upon you --

12 A Julie and I. We had 70 percent.

13 Q Well, this is from you.

14 A I understand that. But our 70 percent is
15 collectively.

16 Q But this doesn't say that if Julie calls
17 and says write a check --

18 A If Julie would have called, that would
19 have been the same thing.

20 Q I understand, but I don't have that. So
21 this is you writing --

22 A Well, let's not turn this around to be
23 any more than what it is. I know exactly when this
24 was written. It was because checks were supposed to
25 be released that he was having Donna to hold, and she

1 came to tell me that things were going to be late
2 because he was holding checks.

3 Q I got you. And so this is exactly what
4 it says it is, correct? That if you order a check to
5 be written, it will be written, right?

6 A That's right.

7 Q Whatever the reason, what you were saying
8 was when I say do something at Chrisley Asset
9 Management, it's going to get done, right?

10 A I was saying that to Alina and Donna.

11 Q Because you have the power and authority
12 to tell them that, correct?

13 A Yes.

14 Q Okay. You had more power and authority
15 than Mark Braddock. You were going to override him.

16 A I did override that decision.

17 Q And you could override any decision that
18 you wanted to.

19 A If I was aware of what was going on.

20 Q I understand. You could also make
21 yourself aware of anything if you wanted to.

22 A No, that's not true.

23 Q So you couldn't have -- you couldn't make
24 people show you stuff on the computers?

25 A Oh, they did and those things were --

1 those things have proven to not be true.

2 Q So you could -- you could hire and fire
3 there, correct?

4 A I never did that. That was left up to
5 Mark.

6 Q Well, look, I really -- I don't want to
7 get into personal stuff here, but you were sued for
8 sexual harassment around, what, late 2007, right?

9 A Uh-huh (affirmative).

10 Q Because you were the boss that could hire
11 and fire, right?

12 A Uh-huh (affirmative).

13 Q Okay.

14 A If you believe that litigation.

15 Q Well, certainly all the employees that
16 filed the lawsuit identified you as a person that
17 could hire and fire them, right?

18 A Okay. Well, just because they said it
19 does not make it so.

20 Q Well, I understand that --

21 A Just like when Mr. Braddock tells you
22 something through his attorneys, doesn't make it so.

23 Q I mean, I assume that's true for whatever
24 anybody says. That's why we check documents and go
25 to, you know, the source.

1 But my point is that at least they said
2 it in verified complaints that you had the power to
3 hire, fire, to raise their salaries or lower their
4 salaries, or define their job descriptions.

5 A I have never lowered or raised a salary,
6 never knew what people made on an hourly basis or on
7 a salaried basis.

8 Q I understand. But if you could
9 micromanage to the point that you could insist over
10 Mark Braddock's capacity whatever it was --

11 A This was about a personal check.

12 Q Interesting. Okay. So you were writing
13 the company to say --

14 A No.

15 Q -- that if you wanted a personal check
16 written --

17 A From Chrisley & Company.

18 Q -- that they would write it.

19 A If I told Donna that something had to be
20 paid, it was paid through Chrisley & Company. Donna
21 would then tell me that Mark would have her to
22 print -- have Alina to print the checks out, but he
23 wouldn't move the money over, he would tell her to
24 wait and hold the checks, but to tell me that she had
25 sent them out.

1 Q So did you settle the sexual harassment
2 suit?

3 A It was settled, yes.

4 Q Was it settled with a written agreement?

5 A I don't know. I did not show up for
6 that.

7 Q Was there money paid?

8 A I believe there was money paid, yes.

9 Q Under what authority was money paid?

10 A The insurance company settled it.

11 Q Did you not have to execute a settlement
12 agreement as the manager of Chrisley Asset
13 Management?

14 A I had to sign something that the
15 attorneys told -- told me that if I did not -- if I
16 did not sign off on the settlement, anything that the
17 settlement cost after that number, Chrisley Asset
18 Management would be on the hook for it.

19 Q So that wasn't my question. My question
20 was did you not have to sign in the capacity as the
21 manager of Chrisley Asset Management LLC?

22 A I don't know what capacity I signed in.

23 Q It was a confidential settlement
24 agreement?

25 A I don't know that either. I don't know

1 if it was confidential or not.

2 Q Well, I just want to get this straight.
3 Exhibit 75, you're telling me this has to do with
4 Chrisley & Company?

5 A That's correct.

6 Q So Mark Braddock did have authority, at
7 least at times, to send out checks on yours and
8 Julie's behalf from Chrisley & Company?

9 A That's not what I said.

10 Q Did he have authority?

11 A No, he did not.

12 Q He never had authority?

13 A I do not believe he had authority to do
14 anything with Chrisley & Company.

15 Q So why is it even a question?

16 A Because he wasn't moving the money over
17 and Donna was having to hold the checks.

18 Q That's money from CAM.

19 A Correct.

20 Q Okay. So my point is you're telling
21 people that are employed by CAM --

22 A That was -- Alina handled Chrisley &
23 Company's books, Donna Cash was a personal
24 administrator.

25 Q They were paid by Chrisley & Company.

1 A No, they were paid by Chrisley Asset
2 Management.

3 Q I'm sorry. They were paid -- strike
4 that. Start over. You got it right. Thank God.
5 New question.

6 These folks, Pam Hughes, Alina Clerie,
7 Donna Cash, were paid by Chrisley Asset Management --

8 A That's right.

9 Q -- LLC, correct?

10 A That's correct.

11 Q And it benefited -- you said that they
12 kept the books for Chrisley & Company.

13 A That's correct.

14 Q So they were being paid by Chrisley Asset
15 Management to do personal things for -- because
16 Chrisley & Company is your personal company.

17 A Just like Key Asset was for Mark.

18 Q Sure, just like Key Asset was for Mark.
19 So in other words, not only were your personal
20 expenses being paid by Chrisley & Company out of the
21 Chrisley & Company slush fund, but Mr. Braddock's was
22 being paid as well, correct?

23 MR. FURR: Slush fund? I object.

24 There's no indication and no testimony that
25 there was any slush fund. That's the first

1 time I've heard that word today.

2 BY MR. WARD:

3 Q Oh, I'm sorry, the Chrisley Asset
4 Management account paid personal expenses for Mr.
5 Braddock and for you.

6 A No.

7 Q Well, they paid these folks to do work
8 for Chrisley & Company, right? We've already
9 established that.

10 A That was their job description, to be my
11 personal administrator.

12 Q I completely understand. It was
13 officially their job description to do work that they
14 would be paid for by Chrisley Asset Management that
15 would benefit your personal Chrisley & Company, yes?

16 A Yes, just like any administrator or
17 personal assistant would be.

18 Q Okay. And what other -- other than
19 handling the books and records of Chrisley & Company,
20 what did these employees of Chrisley Asset Management
21 do for Chrisley & Company?

22 A There was not anything. Donna processed
23 all the bills. She took them -- after she made sure
24 that they were legitimate, she took them back to
25 Alina to cut checks.

1 Q So they would receive your personal
2 expenses?

3 A Donna would pick them up at the PO Box.

4 Q They would -- they would physically pick
5 them up, they would process them, and then they would
6 determine if they were appropriate and they would pay
7 them.

8 A Yes.

9 Q Okay. First getting your authorization?

10 A Yes. Donna would bring me a list to ask
11 me if it was something that she didn't know. If it
12 was not a recurring bill and was something new, she
13 would come to me and say, "Do you know what this is
14 about?"

15 Q And in order to do that, they needed
16 money from Chrisley Asset Management to go to the
17 Chrisley & Company account.

18 A Correct.

19 Q But they handled all that right there at
20 Chrisley Asset Management.

21 A Yes.

22 Q Okay. So Exhibit 75 is about them not
23 writing checks from Chrisley Asset Management to
24 Chrisley & Company?

25 A No, it was about Donna telling me that

1 Mark would not transfer the funds from Chrisley Asset
2 Management to Chrisley & Company for her to release
3 the checks that she had written on Chrisley &
4 Company.

5 Q So you're telling them -- you're telling
6 them that you override Mark with respect to
7 transferring money from Chrisley Asset Management to
8 Chrisley & Company, correct?

9 A Yes.

10 Q Okay.

11 A And I copied Mark on that.

12 Q Copied?

13 A I copied Mark on that.

14 Q Oh, yeah, no, I see that. I see that.
15 But you had the authority to tell them over Mark's
16 authority to transfer money from Chrisley Asset
17 Management to Chrisley & Company, yes?

18 A The only time transfers were made was if
19 Mark told me how much money was due to Chrisley &
20 Company.

21 Q Okay. So --

22 A He had not transferred the funds as he
23 had told me had done.

24 Q So that's not anywhere near an answer to
25 my question.

1 MR. WARD: Would you read the question
2 back.

3 And just answer the question that I
4 actually asked. I know this gets frustrating,
5 but listen to the question.

6 (The record was read back.)

7 A In that one particular situation, yes.

8 Q Okay. And you had the authority to do
9 that --

10 A Yes.

11 Q -- correct?

12 Now, we looked at the statement of
13 financial records that were filed by Julie's counsel.
14 Are you familiar with -- we'll mark this as
15 Exhibit 76.

16 (Exhibit No. 76 was marked for
17 identification.)

18 MR. WARD: Did we skip a number? We did
19 skip a number? Okay. We looked at 77, which
20 is the statement of financial records
21 apparently we skipped over 76, my apologies.
22 I'll now mark this document as 76.

23 BY MR. WARD:

24 Q Are you familiar with this February 12th,
25 2013, letter from Mr. Thompson to Judge Dempsey about

1 the nature of the financial information disclosed --

2 A I --

3 Q -- to the court?

4 A You ready for me to answer?

5 Q Yes.

6 A I was made aware of it, but this is the
7 first time I've actually seen the letter.

8 Q Okay. Well, this letter has been filed
9 in the federal court action, I believe.

10 A Okay.

11 Q Yes?

12 A I don't know.

13 Q This letter contains a series -- copies
14 of a series of official checks, some of which we've
15 covered, right?

16 A (No response.)

17 Q And if you would look at -- there is an
18 official check that ends in 3856, do you see that?

19 MR. FURR: Just a second.

20 MR. WARD: First time seeing that?

21 MR. FURR: Uh-huh (affirmative).

22 BY MR. WARD:

23 Q So I'm looking at the official check that
24 ends 53856, there's no Bates numbers on these, so
25 it's the Bank of America, do you see that? It's got

1 some redaction. I don't know what's supposed to
2 be behind the redaction.

3 A Mine says BB&T.

4 Q Let me just -- I'm looking at the payee,
5 Bank of America, do you see that? Keep turning, keep
6 turning. There -- no. Keep turning. There you go.
7 Okay.

8 Do you see payee is Bank of America?

9 A Right.

10 Q It's for \$4,054.80, do you know what
11 that's for?

12 A I don't.

13 Q It's got Julie Chrisley as the -- in the
14 memo section. Is that a mortgage payment of some
15 sort?

16 A I don't know.

17 Q You had personal accounts or mortgages at
18 Bank of America?

19 A I thought the only one that I had with
20 Bank of America was in California.

21 Q I don't know where the check --

22 A I don't think I have any other mortgages
23 with Bank of America.

24 Q Okay. The next page is a \$1,000 check to
25 Athens First, right?

1 A Right.

2 Q Do you see that? You had accounts with
3 Athens First, that's Synovus, correct?

4 A Right.

5 Q Is this an account that you had an
6 obligation on?

7 A I don't know. I don't know what the
8 account number is, if I had a credit card there.

9 Q Who is Cindy Cooksey, C-O-O-K-S-E-Y?

10 A That's a kid that goes to school with our
11 children who could not pay his tuition because his
12 dad has Alzheimer's or something and Julie paid it.

13 Q So that was a gift that you and Julie
14 wanted to make?

15 A I think Julie made that.

16 (Exhibit No. 79 was marked for
17 identification.)

18 BY MR. WARD:

19 Q All right. I'd like to show you a
20 document that we're marking as Exhibit 79. This
21 document purports to be an affidavit of poverty filed
22 in the Res-GA Buckhead lawsuit against you and the
23 Chrisley Family Trust. Do you recall -- first of
24 all, you executed this document, right?

25 A I did.

1 Q And at the time that you executed this
2 document, you indicated that your rent or mortgage
3 payment was \$24,000 a month, correct?

4 A Where is that?

5 Q That's --

6 A Yes.

7 Q --- paragraph five.

8 A Yes.

9 Q You indicate that, in paragraph three,
10 that you have other family members living with you
11 that are dependent on your income, correct?

12 A Correct.

13 Q And that all refers to the [REDACTED]
14 [REDACTED] Court address?

15 A It does.

16 Q That is where you and your family were
17 living?

18 A Yes.

19 Q And remain living?

20 A Yes.

21 Q And have been living for the last several
22 years?

23 A Yes.

24 Q That is your primary residence?

25 A That depends on who's -- how you're

1 defining "primary."

2 Q Your kids go to school here?

3 A They do.

4 Q In Georgia?

5 A They do.

6 Q You go back and forth -- when they go
7 back and forth to school and go home, they go home to
8 [REDACTED]?

9 A That's correct.

10 Q Your business CAM is located here?

11 A And in Florida.

12 Q In the office -- you have one office in
13 Florida, right?

14 A Correct.

15 Q But the principal place of business is
16 here in Georgia?

17 A Yes.

18 Q Julie's businesses are here in Georgia,
19 correct?

20 A She has an office in Los Angeles as well,
21 or had one.

22 Q Well, she's opened an office recently in
23 Los Angeles, hasn't she?

24 A No, she has not.

25 Q Does she maintain an office today in

1 California?

2 A No.

3 Q What business did she have out in
4 California?

5 A It was the CAM office.

6 Q But so with respect to both the
7 California office and the Florida office, those were
8 satellite offices?

9 A Correct.

10 Q The principal place of business is here
11 in Georgia, right?

12 A Yes.

13 Q Her real estate brokerage firm, here in
14 Georgia, Alpharetta?

15 A Yes.

16 Q So the businesses that you went to day in
17 and day out and the home that you lived in day in and
18 day out were here in Georgia, correct?

19 A Yes.

20 Q And the majority of your time was spent
21 here in Georgia, certainly for the last several
22 years?

23 A Well, it was back and forth between here
24 and Florida.

25 Q The majority of your time was spent here

1 in Georgia, not in Florida, correct?

2 A No, I wasn't here every day just because
3 my kids were going to school.

4 Q I understand. But the majority of your
5 time was spent here in Georgia, not in Florida,
6 correct?

7 A Yes.

8 Q And did you have -- did you have a --
9 like a debit card at your bank?

10 A Mark kept the debit cards. I had credit
11 cards.

12 Q Okay. What credit cards did you use?

13 A An American Express and I think two
14 Visas.

15 Q And the American Express, what name was
16 it under?

17 A There was one in mine and there was one
18 under Chrisley Asset Management.

19 Q So there were two American Express cards,
20 one was simply the account was in your name, Michael
21 Todd Chrisley, yes?

22 A I believe so, yes.

23 Q And then there was a separate American
24 Express card which was -- which was a corporate card?

25 A Yes.

1 Q On which you were an authorized user?

2 A Yes.

3 Q So although it was a CAM, Chrisley Asset
4 Management account, it would have your name on the
5 card?

6 A Yes.

7 Q And was Julie provided an American
8 Express from Chrisley Asset Management?

9 A I don't believe so.

10 Q Was Julie provided a second card from
11 your personal American Express account?

12 A I don't know. I don't believe so, but
13 I'm not 100 percent sure.

14 Q And the Visa cards, where did they issue
15 out of?

16 A Athens First and SunTrust.

17 Q Okay. Both were applied for -- you would
18 go to the Georgia branch, obviously, of Athens First
19 if you did any banking, right?

20 A I never -- I never did any of that.

21 Q For SunTrust, how did you apply for that
22 credit card, the Visa card?

23 A I don't know how I got that.

24 Q Do you have those Visa cards with you
25 today?

1 A I don't.

2 Q Where are the -- who maintained the
3 account statements for those cards?

4 A They were maintained at CAM.

5 Q And I assume that they're now gone; is
6 that right?

7 A I don't know if they're gone or not
8 because I don't know what the receiver has.

9 Q Whatever was at CAM is now with the
10 receiver?

11 A I assume.

12 Q And if it's not at the receiver, then it
13 would be with Mr. Braddock?

14 A Or with the credit card company.

15 Q Or with the credit card company, sure.
16 But as a general rule, the documents that were at CAM
17 have been turned over to the receiver?

18 A What was there.

19 Q I show you the next document which we
20 have marked as Exhibit 80.

21 (Exhibit No. 80 was marked for
22 identification.)

23 BY MR. WARD:

24 Q This is a document that is styled in --
25 from the litigation between you and State Bank.

1 State Bank and Trust Company versus Michael Todd

2 Chrisley, do you see that?

3 A Yes.

4 Q First of all, is that your signature?

5 A Yes.

6 Q And you did in fact sign this document?

7 A I believe so.

8 Q All right. So this document was prepared
9 in support of your legal position, and I don't expect
10 you to understand what it was, but in the Superior
11 Court of Fulton County on or about the 26th day of
12 October 2011, correct?

13 A You're asking me what now?

14 Q This document was signed to support your
15 legal position on or about --

16 A Yes, September -- 26th of October, yes.

17 Q I'll come back to it. Let's just keep
18 the process moving. I'll come back to 80.

19 (Exhibit No. 81 was marked for
20 identification.)

21 BY MR. WARD:

22 Q I'd like you to look at a document which
23 I... okay. I'm sorry. Look back at 80, if you
24 would. The address that you give for Michael Todd
25 Chrisley is [REDACTED]

1 A Where is this?

2 Q In 80. That's the one that we just left.

3 It's the State Bank one. [REDACTED],

4 [REDACTED], Alpharetta, Georgia.

5 MR. FURR: What document are you looking
6 at?

7 BY MR. WARD:

8 Q I'm looking at 80. Signature page.

9 Yeah, I missed it too. It's kind of hidden down
10 there.

11 You got that?

12 A Yes.

13 Q That's a Georgia address?

14 A That's a PO Box.

15 Q It's a PO Box, but it's the address that
16 you gave for yourself in the litigation with State
17 Bank, right?

18 A That's what whoever drafted this document
19 put on there.

20 Q And you signed it, right?

21 A Yeah. But I have a right to rely on the
22 attorneys that put this stuff together.

23 Q If you look at the document marked as
24 Exhibit 81. This is a document that was filed in
25 April of 2012 in the Superior Court of Fulton County.

1 It's a verified amended complaint in a lawsuit
2 between you and Teresa Halsey?

3 A Uh-huh (affirmative).

4 Q And paragraph two of this verified
5 complaint says: "Plaintiff," that's you, "is an
6 individual residing in Roswell, Fulton County,
7 Georgia."

8 A Correct.

9 Q Is that a true and accurate statement,
10 that you were residing in Roswell, Fulton County,
11 Georgia --

12 A Yes.

13 Q -- in April of 2012?

14 A Yes.

15 Q And it was based on that residency that
16 in part you established jurisdiction in Fulton
17 County, correct?

18 A I don't know how -- anything about
19 jurisdiction or whatever.

20 Q This is a -- I believe this was a dispute
21 over custody --

22 A Child support.

23 Q -- child support for Kyle and Lindsie.
24 Were you looking for child support?

25 A No. She owed -- she was supposed to be

1 having the insurance on Kyle and she didn't have it.

2 Q I got you. So you didn't have insurance
3 on him and --

4 A I did, but she was supposed to have
5 another policy that picked up where the other one
6 left off.

7 Q I got you. So you were looking for
8 contributions from her for that?

9 A Yes.

10 Q Okay. Earlier today we marked an exhibit
11 that had production number 40 on it, and I was trying
12 to get to the quitclaim deed. Actually 51. So
13 document number 69, this is the Gallery condo, do you
14 know what I'm talking about?

15 A Uh-huh (affirmative).

16 Q So Document 69, I previously marked that
17 thinking it related to 830, but this is actually the
18 Gallery condo. So we're looking at Document Number
19 69 previously marked. Can you tell me what that is,
20 please.

21 A It says a limited warranty deed.

22 Q Transferring what from whom to whom?

23 A From Julie Marie Chrisley to David S.
24 Ferguson.

25 Q Okay. That's when you sold -- when Julie

1 sold the Gallery condo to Mr. Ferguson, right?

2 A Yes.

3 Q And the date of that document? You can
4 see it in the top right-hand, the filing date.

5 A The 18th day of April is what it has --
6 made this 18th day of April.

7 Q Let me help you out here real quick. It
8 was filed April 23rd, 2012, that's the date of
9 recording, right? That's roughly about the time that
10 it was sold, right?

11 A Yeah.

12 Q And that property had belonged to you,
13 right, or to you and Julie?

14 A I think I was on the loan.

15 Q Okay. And you both had tax liens at that
16 time, correct?

17 A We both had tax liens, yes.

18 Q Okay. So if we step back a little bit in
19 time.

20 (Exhibit No. 82 was marked for
21 identification.)

22 BY MR. WARD:

23 Q I'm going to ask you to look at a
24 document which has been marked as Exhibit No. 82.

25 All right. This purports to be a limited warranty

1 deed between Peachtree Rumson Holdings and Julie and
2 Michael Chrisley, right?

3 A Correct.

4 Q Is that correct?

5 A Yes.

6 Q Okay. And if you look at the Exhibit A,
7 you can see that this is the Gallery condominium.

8 A Correct.

9 Q That's [REDACTED] of the Gallery
10 condominium?

11 A Correct.

12 Q And that's when the property was
13 acquired, right? It went from Peachtree Rumson
14 Holdings --

15 A Yes.

16 Q -- to you and Julie?

17 A Yes.

18 Q So you both held an interest in this
19 property?

20 A Yes.

21 Q And thereafter...

22 (Exhibit No. 83 was marked for
23 identification.)

24 BY MR. WARD:

25 Q If you look at Exhibit 83, this document

1 is a recorded quitclaim deed of gift which is dated
2 April 23rd -- or five, sorry, April 23rd, 2012,
3 correct?

4 A Yes.

5 Q And this is just -- if you will look at
6 that second page. That also relates to [REDACTED] at
7 the Gallery condominium?

8 A Yes.

9 Q Right?

10 A Yes.

11 Q I've attached the PT-61 of this as well.
12 That being a deed of gift, you received zero dollars
13 in consideration for that transfer, correct?

14 A Yes.

15 Q Okay. And as a result of that transfer,
16 there was a deal worked out with the IRS where Julie,
17 owning the property, was able to use all of the money
18 to reduce a tax lien that she had, correct? That was
19 negotiated through Mr. Grimsley, right?

20 A Mark and George did that. So then I --
21 she -- yes, this was a benefit to her. I mean, it
22 just paid something towards what she owed, I think.

23 Q I understand. But there's no question
24 that you signed this document, Number 83, correct?

25 A No, that's not my signature; and it's

1 notarized by Jinger Brown and Mark is the unofficial
2 witness.

3 Q You authorized this to happen, though,
4 right?

5 A I thought Julie was -- would have had the
6 right to sell it, but I don't have a problem if she
7 did this.

8 Q I understand. But you're okay with -- I
9 mean, this was a negotiated deal with the IRS,
10 correct?

11 A That I had no part of.

12 Q They required that you transfer the
13 property from you to Julie, correct?

14 A The IRS required that?

15 Q Yes.

16 A Well, why would -- if I had a tax lien,
17 why would they want me to sign it over to her?

18 Q All right. So let me ask you this. Were
19 you aware that you were transferring your interest to
20 Julie?

21 A I don't know that I ever talked about
22 that. We just put the property on the market and
23 sold it.

24 Q You have no idea -- your testimony is
25 that you are completely unaware that you were

1 transferring your interest to Julie in this
2 condominium?

3 A I don't -- was not there for this
4 transaction. I did not go for closing of this
5 transaction.

6 Q Let me restate the question.

7 Were you aware that you were transferring
8 your interest in the jointly held Gallery condominium
9 to Julie in 2012, were you aware of that?

10 A I'm aware of it now.

11 Q My question is were you aware --

12 A I do not recall.

13 Q Okay. Do you recall being asked to
14 provide specific authorization to George Grimsley
15 that it was okay to apply all the tax benefit to
16 Julie instead of you?

17 A If he would have asked me that, then I
18 would -- whatever he would have asked me to do, I
19 would have done.

20 Q I understand.

21 A But I don't recall that.

22 Q But you do understand that Julie was able
23 to apply the money from the sale of this condominium
24 exclusively to her tax lien as opposed to your tax
25 lien?

1 A How much are we talking about?

2 Q Let me ask the question again.

3 You are aware --

4 A I'm aware of that now.

5 Q Were you aware of it at the time?

6 A I don't recall.

7 Q Are you suggesting that neither you or
8 Julie were aware that her tax lien was being retired
9 in part instead of yours?

10 A No. Julie told me -- or George did, one
11 of them did, when they were renegotiating taxes or
12 whatever, that the money from the condo had reduced
13 Julie's tax bill, and that she still owed however
14 much it was at the time.

15 Q And that her tax bill was the only tax
16 bill that was reduced out of the proceeds of the sale
17 of the Gallery condominium, you are aware of that,
18 correct?

19 A I am now.

20 Q Well, you were aware at the time that
21 your tax bill didn't go down a penny --

22 A No.

23 Q -- as a result of that sale.

24 A I wasn't aware of any of it until after I
25 had talked to George after the closing.

1 Q So that is something that your agent and
2 representative Mr. Grimsley took care of?

3 A Yes.

4 Q At your direction?

5 A I believe that he and Mark worked on that
6 deal to negotiate a settlement with the IRS is what
7 I've been told.

8 Q So how did Mr. Braddock get the authority
9 to transfer title of your property over to Julie?

10 A I don't know. And I don't know that he
11 did because this is not his signature on this.

12 Q Well, whoever -- you're right. I guess I
13 should have asked that. I made an assumption that I
14 shouldn't have made.

15 Who transferred -- whose signature is
16 this?

17 A I don't know.

18 Q But it's not Mark Braddock's?

19 A I don't believe so.

20 Q And it's not yours?

21 A No.

22 Q Whoever did it, were they authorized by
23 you to execute a quitclaim deed of gift?

24 A I did not have a conversation with anyone
25 about quitclaiming anything.

1 Q So do you -- sitting here today, do you
2 ratify and approve this or do you reject this as an
3 authorized document?

4 A I approve it because I don't know what
5 the issue is with it.

6 Q And it's your testimony -- when did you
7 first find out about this quitclaim transfer?

8 THE WITNESS: I think you did -- Marc
9 told me, Marc Barmet did.

10 A I think Marc Barmat brought it up to me.

11 Q So you didn't know that it happened until
12 your bankruptcy lawyers told you that?

13 A Yeah.

14 Q What about Julie, did she know?

15 A Well, she went -- I think she went to the
16 closing.

17 Q All right. So your wife went to the
18 closing where your interest was transferred to her.

19 A Yes, she went to the closing; I was not
20 there.

21 Q Okay. So your wife, then, was aware at
22 the closing that you were transferring your interest
23 to her in the Gallery condominium?

24 A I don't know what she was aware of.

25 Q You asked how much money it involved, I

1 think.

2 (Exhibit No. 84 was marked for
3 identification.)

4 BY MR. WARD:

5 Q I show you a document which has been
6 marked as Exhibit 84.

7 MR. WARD: Can you read that? I can
8 probably pull this one up.

9 MR. FURR: I'm reading it.

10 BY MR. WARD:

11 Q Do you see now the amount that was paid?

12 A 70,412.72.

13 Q Well, that's the cash that comes to the
14 seller ultimately. Do you know if any amounts were
15 paid to the IRS out of the closing?

16 A I don't. I was told that it all -- that
17 the IRS took all the proceeds.

18 Q All the proceeds that were coming to you
19 and Julie was taken --

20 A Yes.

21 Q -- and applied to Julie's tax lien?

22 A Yes.

23 Q Correct? And you were told that at the
24 time?

25 A No, I was told that probably a week later

1 or whenever when George called to ask if the closing
2 took place.

3 Q I understand. When I say at the time,
4 within a week of the closing --

5 A Yeah.

6 Q -- you were aware that the money had been
7 used to --

8 A Yes, sir.

9 Q -- go -- okay. All right.
10 There's a claim by CAM against Fannie
11 Mae, you're aware of that?

12 A Yes.

13 Q Hired a law firm in New York for that?

14 A Yes.

15 Q Tell me about that claim.

16 A I only met with the attorneys one time
17 when they came here. It was about Fannie Mae cutting
18 Chrisley and us being one of their top performers and
19 that firm was hired, Giuliani Bracewell.

20 Q That's Mayor Giuliani's firm up in New
21 York?

22 A I think so.

23 Q Okay. And have you -- do you have any
24 idea, has a number been put on the value of that
25 claim by your lawyers up in New York?

1 A I haven't talked to them in forever. I
2 was told initially by Mark that it was \$4 million is
3 what they were going to ask for.

4 Q \$4 million?

5 A Yes.

6 Q And who's in charge of pursuing that
7 claim?

8 A The receiver was, Adam Brown.

9 Q Before Adam Brown was in charge of it,
10 who was in charge of it?

11 A Mark was.

12 Q Did you meet with or provide information
13 to the lawyers in New York?

14 A I met with them in the office. They flew
15 down here one time and I met with them for an hour,
16 two hours.

17 Q And as a result of that meeting, did you
18 approve that they continue to work on that matter?

19 A I don't know that there was -- that they
20 were not seeking approval at that point. They were
21 seeking the facts from Mark of what had gone down
22 with Fannie Mae.

23 Q Were you required to execute an
24 engagement agreement with Giuliani's firm on behalf
25 of CAM?

1 A I didn't.

2 Q Are you certain?

3 A I believe so, and I've never seen one
4 with my name on it.

5 Q Have you seen an engagement agreement
6 with that law firm?

7 A No, I was told that they had one and that
8 Mark had signed it.

9 Q Okay. Was Mark authorized to sign an
10 engagement agreement with Giuliani's law firm?

11 A Per what the attorneys told me, he had
12 the authority to sign it based on the LLC.

13 Q Based on what LLC?

14 A Whatever they were quoting.

15 Q That's the -- whatever understanding
16 y'all had, the operating agreement that we don't
17 have?

18 A Right.

19 Q I got you. So which lawyer said he had
20 the authority to do that?

21 A I don't remember.

22 Q How did you meet George Grimsley?

23 A I think he was a referral to us from
24 someone. I don't remember who it was at the time.

25 Q Who prepared your tax returns before Mr.

1 Grimsley?

2 A I don't -- my uncle used to prepare them,
3 but I don't remember if there was anyone in between
4 that.

5 Q The signed tax returns that I provided,
6 2007, at least, indicates that -- sorry, the 2008
7 partnership agreement that starts with the Embassy
8 1628 number, shows that you are 70 percent owner of
9 Chrisley Asset Management and Mark is 30 percent,
10 correct?

11 A This is for what?

12 Q For 2008.

13 A Tax returns?

14 Q Yes, sir.

15 A Okay.

16 Q Do you know how that came about, that you
17 were designated at the 70 percent number and Mr.
18 Braddock was the 30 percent?

19 A I don't. That was a decision by George
20 Grimsley.

21 Q Who was your accountant?

22 A Yes.

23 Q He was your personal accountant?

24 A Yes.

25 Q The 2009 returns, which we've previously

1 marked and which begin at Embassy 1615, also
2 designates you as a 70 percent member of the LLC, do
3 you know how that came about?

4 A If it was filed that way, it was at
5 George's recommendation.

6 Q Okay. The 2010 returns that we used
7 today that begin at Embassy 1587 again show that
8 you're a 70 percent shareholder and Mark Braddock is
9 a 30 percent shareholder, can you explain why that is
10 so?

11 A That is a decision that my accountant
12 made.

13 Q Okay. The first time that a partnership
14 agreement is filed it shows -- I'm sorry, a
15 partnership return is filed that shows Julie as a
16 60 percent shareholder is the 2011 return filed in
17 late 2012, are you aware of that?

18 A I am now, but I am also aware that the
19 2009, I believe, was filed showing Julie had
20 50-something percent interest in the company.

21 Q That was the first return and then it was
22 amended to show 70/30, correct?

23 A At Mark's direction.

24 Q And it has not been, as of today's date,
25 none of the returns that I've discussed have been

1 amended to reflect any interest other than you having
2 70 percent and Mark having 30 percent. That's what
3 the 2008 and 2009 one file on 8/17/10; the 2010
4 signed 3/29/11, none of those three have been
5 amended, correct? You've not instructed anyone to
6 amend them?

7 A No, we have not. We've had discussions
8 about that.

9 MR. WARD: I'm not ready for the final
10 break, but I think I can cut out a large
11 section if I can take a five-minute break.

12 MR. FURR: Sure.

13 (A recess was taken.)

14 (Exhibit No. 85 was marked for
15 identification.)

16 BY MR. WARD:

17 Q I'm going to show you a document that's
18 been marked as Exhibit 85. This is a -- I think the
19 earlier HUD settlement statement that I showed you
20 was the sale from -- when it came in to you guys. It
21 was a older one, so I've gotten the correct HUD
22 statement for the sale just from Julie to Ferguson,
23 and I know it's really tiny and I don't think I'll be
24 able to pull it up on the screen. I may be able to.
25 Oh, yes, I can.

1 Line item 517 is an IRS lien which is
2 paid off of \$86,003.28, do you see that?

3 A Is that what was paid off, or is that all
4 that was left at the closing?

5 Q No, that's the line item for pay off IRS.

6 A Partial payoff.

7 Q Partial payoff IRS lien.

8 A Right.

9 Q And this is just for -- this is just
10 Julie. She's the one -- because it had been
11 quitclaimed, she's the one that's receiving the
12 benefit. And then at the very end the cash is
13 minimal, but there is a \$86,000 payoff to the IRS.

14 A That's 86 not 66.

15 Q Yeah, it's 86.

16 All right. So does that refresh your
17 memory about how much was paid off to the IRS lien?

18 A I mean, I see it, I believe it, but I
19 have not had those conversations about it.

20 Q Julie was the one that went to the
21 closing, so she could verify that as well.

22 MR. WARD: I lost Jason, so did we call
23 that 85?

24 THE WITNESS: 85.

25 (Exhibit No. 86 was marked for

1 identification.)

2 BY MR. WARD:

3 Q Okay. I'd like to show you a document
4 which we've marked as Exhibit 86. This purports to
5 be a prenuptial agreement entered into May of 1996.
6 Have I correctly identified that?

7 MR. FURR: Yeah, he asked you.

8 A Yes.

9 Q And is that a prenuptial agreement that
10 you and Julie signed?

11 A It is.

12 Q When were you married?

13 A May 25th, 1996.

14 Q Okay. And then in August -- on
15 August 27th, 2004, there is an amendment to the
16 prenuptial agreement.

17 MR. WARD: We'll mark that as Exhibit 87.

18 (Exhibit No. 87 was marked for
19 identification.)

20 BY MR. WARD:

21 Q Instead of the Bates number we wrote the
22 production number on that. Do you see that document?
23 Have I correctly identified it?

24 A Yes.

25 Q Okay. I didn't see any attachments to

1 either document, did you have attachments of any
2 kind?

3 A I don't know. Somebody else has asked us
4 for those and we don't have any copies of it.

5 Q Okay. Give me the date on the first
6 prenuptial again?

7 MR. FURR: 22nd.

8 A May 22nd.

9 Q Of?

10 MR. FURR: '6, '96.

11 MR. WARD: Of what year?

12 MR. FURR: 1996.

13 BY MR. WARD:

14 Q So that's -- who is in charge of
15 documents in 1996?

16 A All of these documents were maintained at
17 Chrisley Asset Management.

18 Q How did you get a copy to produce?

19 A I don't remember how these -- how we
20 ended up -- you know what, I think these were in the
21 file cabinet that was in the Select office, that was
22 moved from CAM to the Select office.

23 Q So one of the things you did with the
24 amendment was to give all of the jewelry to Julie,
25 give all the jewelry to Julie, make that her separate

1 property; is that correct?

2 MR. FURR: Where are you looking at on
3 this?

4 BY MR. WARD:

5 Q Here. I will show you. You don't have
6 any attachments?

7 A No, sir.

8 (Previously marked Exhibit No. 59.)

9 BY MR. WARD:

10 Q If you could look at previously marked
11 Exhibit 59. Paragraph three of the previously marked
12 exhibits.

13 MR. WARD: Do you have the witness's
14 copy? So this is --

15 MR. FURR: What was the exhibit number
16 again?

17 MR. WARD: 59.

18 BY MR. WARD:

19 Q This is a second amendment to the
20 prenuptial agreement dated July 27, 2005, paragraph
21 three, page two. I'm not sure I even understand this
22 as a lawyer, but it says the separate property:
23 "Section 2.1 of the premarital agreement shall be
24 modified by substituting in lieu thereof the
25 following: Upon execution of this second amendment,

1 it is understood that any and all separate property,
2 included but not limited to, furnishings,
3 collections, appliances, artwork, jewelry, rugs,
4 electronics and piano purchased or acquired during
5 the marriage shall belong in title and rights to the
6 wife."

7 A Okay.

8 Q Okay. What was your understanding of any
9 separate property? I mean, you're trying to define
10 separate property, what was originally separate
11 property?

12 A I was always under the impression that I
13 owned the real estate and she owned the contents.

14 Q So do you know why this amendment was
15 made in 2005 that identified all this?

16 A Well, we were told by I believe it was
17 Stan Smith that every -- we should renew them or
18 update them or whatever like every four or five years
19 to keep them from being broken.

20 Q Okay. But you have -- so we can put
21 these back with the other exhibits.

22 You don't have the exhibits that I
23 identify what's separate in the first two exhibits --
24 I mean in the first two prenups, the prenup and the
25 first amendment, correct?

1 A I don't have anything other than what you
2 have.

3 Q And then the second amendment simply says
4 that separate property, including all this other
5 stuff, will become her property, right?

6 A Yes.

7 Q Okay. So I guess I'm trying to figure
8 out -- your answer, then, is you believe that she
9 owned everything except for the real estate?

10 A It was always my understanding that I
11 would own the real property and that she would own
12 the contents.

13 Q Okay. Well, I mean the Gallery
14 condominium was jointly held, right?

15 A Yes.

16 Q So under the prenuptial agreement was it
17 your understanding that you would own that real
18 estate or you both owned it?

19 A No, I mean that -- that furniture she has
20 in storage.

21 Q So did you -- did you own other real
22 property together?


23 A I don't think so because I think when
24 that Gallery was done, somebody brought up to us that
25 we should not be titling property together.

1 (Exhibit No. 88 was marked for
2 identification.)

3 BY MR. WARD:

4 Q I'm going to show you a document that
5 we've marked as Exhibit 88, which is an itemization
6 we got from Chubb Insurance. This is on a joint
7 policy, correct?

8 A Correct.

9 Q And this address that shows up here is
10 

11 A Uh-huh (affirmative).

12 Q Suite 401-300, that's -- that's the same
13 address that was on your state -- State Bank
14 affidavit?

15 A That's where all the mail goes.

16 Q I understand. But I mean as far as the
17 insurance policy you used, that's the reason it's on
18 there, is just because that's where your mail goes?

19 A That's the PO Box.

20 Q And who picked up the mail?

21 A Donna Cash and Mark Braddock.

22 Q Donna Cash and Mark Braddock, okay.

23 (Exhibit No. 89 was marked for
24 identification.)

25 BY MR. WARD:

1 Q And does that accurately reflect the
2 value of jewelry that was in your possession at the
3 time of the policy?

4 A It wasn't in my possession, it was in
5 Julie's possession.

6 Q It was at -- was it at the Heatherwood
7 Court house primarily?

8 A She -- she wore it.

9 Q But when she didn't wear it, it was
10 primarily at the Heatherwood property?

11 A Uh-huh (affirmative).

12 Q And then in -- I'm going show you a
13 document which has been marked as Exhibit 89. Okay,
14 now this appears to be a change in the amount of
15 coverage, do you see that? The itemized coverage is
16 changed from 1,045,000 to 855,000?

17 A Yes.

18 Q And that's all the property that, in the
19 2005 amendment to the prenup you made Julie's? This
20 jewelry is included in that property?

21 A Well, I think the original prenup states
22 that any gifts that are given to her are her separate
23 property.

24 Q I understand. But it's not until the
25 second amendment, at least that I see, that there's

1 any itemization of anything. So just to be clear,
2 the jewelry becomes hers at least by the 2005 amended
3 prenup, right?

4 A I would say it became hers at the time
5 that it was given to her, per the original prenup.

6 Q In the previously marked exhibits in the
7 notebook, if you'll look at -- see if I can get this
8 right. There's a couple of personal financial
9 statements. You have a hard copy as well. You can
10 look on the screen and I'm going to direct your
11 attention to a very specific line.

12 This is a financial statement that was
13 provided to State Bank by -- was provided to you at
14 the [REDACTED] address, do you see that?

15 A Yes, but that was not sent to me at the
16 [REDACTED] address.

17 Q Well --

18 A That's just my address, but George
19 wouldn't have mailed that, that would have been
20 something that he would have e-mailed or whatever.

21 Q Okay. But it was going to be used in
22 accordance with the requirements of State Bank,
23 right?

24 A I don't know.

25 Q Well, did you --

1 A I'm reading what you're saying, but I
2 don't know what it's being used for.

3 Q Well, did he have the authority to
4 prepare a financial statement for use in accordance
5 with the requirements of State Bank?

6 A Anything that George did that was -- I'm
7 going to say yes.

8 Q Okay. So that's May 16th of 2011.

9 A Okay.

10 Q And the personal financial statement that
11 is attached on this document -- okay, so what I'd
12 like to do is to draw your attention to this line
13 right here. Other liabilities, \$125,000, do you see
14 that?

15 A Uh-huh (affirmative).

16 Q Okay. So this is, again just to put
17 things in context, this May 16th of 2011, are you
18 with me?

19 A Uh-huh (affirmative).

20 Q And I can tell you that Mr. Grimsley has
21 testified that that's his signature.

22 A Uh-huh (affirmative).

23 Q What I'd like to know is so he prepares
24 another -- another one. This is February 13th, 2012,
25 it's Exhibit 2. February 13th, again it's addressed

1 to Michael T. Chrisley, [REDACTED]. Again it
2 says that it is -- on his letterhead it says it's
3 presented in accordance with the requirements of
4 State Bank, right? State Bank had acquired some
5 loans from a failed institution --

6 A Right.

7 Q -- that you have obligations to, correct?

8 A Yes.

9 Q So you were dealing with them and
10 providing them with the financial information that
11 they requested, right?

12 A I didn't provide it, but I was aware that
13 information was being provided because I think there
14 was an attorney involved with this, and I don't
15 remember if it was one in Florida or one here.

16 Q Okay. But your authorized agent,
17 Grimsley & Company, George Grimsley, was providing
18 this information, and he provided another...

19 So this was just -- just to refresh your
20 memory, just to be clear, this was February 2012,
21 okay?

22 A Okay.

23 Q So we went from May 16th, 2011, to
24 February 13th, 2012, okay? And remember, the other
25 liabilities was \$125,000, and now the other

1 liabilities was \$5,654,000, right?

2 A Uh-huh (affirmative).

3 Q And that has to do with a -- that money,
4 according to the backup, is primarily a loan that is
5 claimed by Julie, right? Julie Chrisley, \$5,202,000.

6 A Okay.

7 Q So between -- and that shows up between
8 the two financial statements that your accountant
9 does in May of 2011 to February of 2012?

10 A Okay.

11 Q Did you transfer \$5 million to her in
12 that period of time?

13 A No, sir.

14 Q So was there a new liability created
15 between May of 2011 to February of 2012 for \$5
16 million?

17 A I don't even know what that is.

18 Q I understand, but this is your accountant
19 providing information to State Bank.

20 A That he would have received from Mark
21 Braddock, not from Todd Chrisley.

22 Q Fine, whatever. My point is there was no
23 such \$5 million, correct?

24 A That I transferred?

25 Q Yes.

1 A No, I have not.

2 Q Did she loan you \$5 million during that
3 period of time?

4 A No. I mean, the only thing that -- I
5 mean, they lumped our pay all together and then the
6 money was used to pay debts of mine that total
7 70 percent, so I don't know if that's where they're
8 coming with that, but again I don't -- I can't answer
9 that, I don't know. But I've certainly not given her
10 \$5.2 million.

11 Q She hasn't given you \$5.2 million.

12 A No.

13 Q This is a liability that you're putting
14 down from you to her. She most assuredly hasn't
15 given you \$5 million between May of 2011 and February
16 of 2012?

17 A Not unless they are calculating that as
18 the money that was her 60 percent.

19 Q Let me ask you this. The source of this
20 information, it's your testimony, is whom?

21 A I don't know. I don't even recall ever
22 seeing this.

23 Q Okay. You would agree that whatever the
24 source is, she did not loan you \$5 million between
25 May of 2011 and February 2011?

1 A No. I don't know where that 5.2 number
2 is coming from.

3 Q Look, I'm sorry to do this, but I'm going
4 to keep asking until I get the answer to the question
5 I actually asked you.

6 A I said no.

7 Q For the record, to be clear, let me just
8 ask the question and get a yes or no.

9 A Okay.

10 Q Did Julie Chrisley loan you \$5 million
11 between May 16th, 2011, and February 2012?

12 A No, I don't believe so.

13 Q So your bankruptcy schedules, you say you
14 owe Julie \$4 million.

15 A (Witness nods head affirmatively.)

16 Q What is that from?

17 A That was money, I believe, that they
18 calculated that was taken from her 60 percent to pay
19 debts of mine.

20 Q So her personally scheduled \$4 million
21 loan is based on her money being used to pay
22 liabilities of CAM?

23 A Liabilities for CAM and for me.

24 Q So if liabilities were being paid for
25 CAM, right, then there was no money to distribute

1 afterwards, right?

2 A No, this was money, I believe, that -- it
3 was explained to me that all of the money went to
4 Chrisley & Company, 60 percent of that money was
5 Julie's and that's how they derived at that number.

6 Q Just so I'm clear from the testimony.
7 Julie is not entitled, nor you or Mark or anybody,
8 entitled to distributions until the expenses of CAM
9 were paid, correct?

10 A That is correct.

11 Q Okay. So the only way that Julie would
12 be giving you money is if it first went into the
13 Chrisley & Company account?

14 A Yes.

15 Q And then paid your --

16 A Correct.

17 Q So if your wife paid your bills --

18 A Uh-huh (affirmative).

19 Q -- between May of 2011 and February of
20 2012, she's claiming that she's owed that money back?

21 A That's -- I don't know how the number --
22 how they derived at the number.

23 Q Well, I don't know either. I just know
24 that it was derived and so -- there's -- there's a
25 worksheet on this one as well. This is the worksheet

1 that -- the only worksheet that was provided with the
2 first one that only had liabilities of 125, and as
3 you can see, there's nothing here in that section
4 that has Julie's \$5.2 million.

5 A Right.

6 Q Okay. So this is what was pointed to by
7 Mr. Grimsley as the document he relied upon for the
8 125, and that is CPA 16, part of Exhibit 1, and then
9 Mr. Grimsley pointed to the CPA 11 as reliance for
10 where the claim of other liabilities in excess of
11 \$5 million came, the majority of which is Julie. So
12 we would agree that this showed up for the first time
13 between May of 2011 and February 2012, right?

14 A Yes.

15 Q And if I understand your testimony
16 correctly, that's because Julie used money from an
17 account that paid y'all's joint expenses, the
18 Chrisley & Company account, right?

19 A That's what I was told, yes.

20 Q So we would look at the bank account
21 statements for Chrisley & Company from May of 2011 to
22 February 2012 to see \$5 million going out during that
23 period of time?

24 A I don't know how you calculate it, but if
25 you go -- I mean, how do we know that that's not a

1 number that has been accrued, because, I mean, there
2 was four different sets of QuickBooks that have
3 different numbers in each one of them.

4 Q Well, I think you know how it's accrued.
5 I mean, I'm not testifying, but by looking at the
6 Chrisley & Company account statements, you've got two
7 accounts, one of which we've received some documents
8 on, that's 3208, and the other document, the only
9 reason we have anything from the 1612 account is
10 because a few of the statements were attached to the
11 Fulton County. But you would agree with me that in
12 order to understand what bills were being paid, we
13 will need the 3208 and the 1612 accounts from
14 Chrisley & Company, that's where your bills were paid
15 from.

16 A You're welcome to them.

17 Q No, I understand. Well, tell Chase that.
18 Tell Chase that because all of this will go a lot
19 easier once we get that stuff.

20 A We can't authorize you -- oh, you're
21 saying for Chrisley & Company or for CAM?

22 Q Sure, for Chrisley & Company.

23 A Well, we can give you Chrisley & Company.
24 CAM we can't.

25 Q Okay. Well, that will make life a lot

1 easier.

2 (Exhibit No. 90 was marked for
3 identification.)

4 BY MR. WARD:

5 Q I'd like you to look at a document which
6 has been marked as Exhibit 90. It has a Bates number
7 of Chase 3637. This purports to be a financial
8 statement. The best date I can give to it is by the
9 fax leader, which is August 17th, 2004, do you see
10 that at the top?

11 A Uh-huh (affirmative).

12 Q Can you tell me whether this is an
13 accurate -- accurate financial statement for on or
14 about August 17th, 2004?

15 A I cannot.

16 Q Do you know who would have prepared this
17 document?

18 A I do not.

19 Q Do you know who would submit documents to
20 Chase in 2004?

21 A I don't.

22 Q Can you tell me anything about the Bank
23 of Zurich?

24 A No, sir, I cannot.

25 Q Well, this indicates that there is

1 \$4.1 million in the Bank of Zurich as of August 17th,
2 2004, do you see that?

3 A I do.

4 Q Do you have an account in Zurich?

5 A I don't, but if you find it, you can have
6 it.

7 Q Do you have an account in any -- do you
8 have any accounts outside of the United States?

9 A I do not.

10 Q In the Bahamas?

11 A I do not.

12 Q In the Caymans?

13 A I do not.

14 Q In any foreign country?

15 A No, sir.

16 Q Do you have any statements from the Bank
17 of Zurich?

18 A I do not.

19 Q Did you have Merrill Lynch accounts with
20 \$2.5 million in them, 2.475?

21 A No.

22 Q Well, so whatever -- whoever prepared
23 this and submitted it to Chase, it's false?

24 A There's a lot of false on here.

25 Q This document is a false document

1 submitted to Chase?

2 A I believe that it consists of things that
3 are not true.

4 Q Including the Bank of Zurich?

5 A Absolutely.

6 Q Did Julie have accounts at the Bank of
7 Zurich?

8 A No, sir.

9 Q Did anyone have an account at the Bank of
10 Zurich that they were holding for you?

11 A No, sir.

12 Q The Chase Bank accounts were previously
13 with Washington -- Washington Mutual?

14 A Yes.

15 Q And did you open the accounts at
16 Washington Mutual?

17 A I don't remember.

18 Q Well, did you go -- did you deal with any
19 officer of Washington Mutual?

20 A Not that I can recall.

21 MR. WARD: I think I would like to take
22 the last break.

23 MR. FURR: Sure.

24 (A recess was taken.)

25 (Exhibit No. 91 was marked for

1 identification.)

2 BY MR. WARD:

3 Q I'm going to show you a document which
4 I've marked as Exhibit 91. This is a document
5 produced by Embassy, do you recognize the signature
6 of Michael Todd Chrisley there?

7 A I do.

8 Q Is that your signature?

9 A It is my signature.

10 Q Did you sign that document on or about
11 March 28th, 2007?

12 A I don't know. It's my signature, but I
13 cannot tell you when it was signed or if it was
14 placed on the document.

15 Q Well, the document produced by Embassy
16 Bank purports, with respect to Auto Express
17 Financing, it transfers to Mark Braddock, manager,
18 the authority to represent the company in any way
19 real estate transactions requiring the signature of
20 the company and its owners. Did you ever authorize
21 him to sign those documents?

22 A No.

23 Q So this is an original -- I mean, this is
24 a document that's produced by Embassy Bank, if the
25 original containing your signature is Embassy, then

1 that would assure us that it was signed by you?

2 A Yes, then I would have signed it, but I
3 don't recall ever signing something like that.

4 Q It's more a question of your not
5 recalling doing it, right? I mean, you're not saying
6 you didn't do it, you just don't recall doing it,
7 right?

8 A I don't recall ever seeing this document.

9 Q Well, fair to say a lot of documents were
10 put in front of you to sign by various people over
11 the years that you signed?

12 A Either from Mark or Donna.

13 Q I'd like to show you a document which
14 I've marked as Exhibit 92.

15 (Exhibit No. 92 was marked for
16 identification.)

17 BY MR. WARD:

18 Q This is a document that was produced by
19 Chase, and it contains the Bates number of Chase
20 1200. I don't think -- I don't know. Is that your
21 signature at the bottom of that document?

22 A No, sir.

23 Q It is on the Chrisley Asset Management
24 letterhead, correct?

25 A Yes.

1 Q It's dated August 16th, 2010, and it
2 purports to authorize Cheri Vargo to deal with all
3 accounts at Chase Home Finance, do you see that?

4 A I do.

5 Q And to remove Cathy Ford, right? Was
6 Cathy Ford fired and Cheri -- or did she leave the
7 company and Cheri Vargo take over?

8 A Catherine Ford was with -- worked out of
9 our home for probably two months and she was -- she
10 wasn't there anymore.

11 Q Was she authorized -- was Cathy Ford
12 authorized to deal with Chase Home Financial?

13 A Yes.

14 Q And was Cheri Vargo authorized to deal
15 with Chase Home Financial?

16 A I'm assuming so.

17 Q You assume so?

18 A I assume so.

19 Q So even though this is not your
20 signature, it would have been an act that was
21 authorized?

22 A I don't know if it was something that she
23 was supposed to be doing that had to do with the
24 property or whatever and needed to have a letter or
25 whatever, I don't know, for them to discuss it with

1 her, I don't know.

2 Q Okay. Just for your information, this is
3 a cumulative exhibit. I've put three different
4 documents that deal with authorizations just for
5 purposes of doing it more quickly.

6 The second page is Bates number Chase
7 1207. Now, this appears to be coming from Chase Home
8 Finance to Michael Chrisley and Catherine Ford,
9 August 13th, 2010. It looks like they were updating
10 their records to reflect Cheri is now authorized,
11 correct?

12 A Correct.

13 Q And all of that was okay, right?

14 A I didn't know what it was about, but I
15 assuming -- I'm sure it was fine.

16 Q Now, with respect to the third document,
17 which is Chase 1651. This is a June 24th, 2011,
18 letter from Pace Law. Is that your signature at the
19 bottom --

20 A It is not.

21 Q -- left hand?

22 A It is not.

23 Q Okay. So you've got Hayden Pace sending
24 a letter to EMC Mortgage in which the purported
25 signatory is Michael Todd Chrisley and it purports to

1 authorize EMC to speak with Chase -- I mean with
2 Hayden Pace, right?

3 A Right.

4 Q And that was okay, right?

5 A I have never seen this document, but
6 Hayden was -- he was hired to deal with Belle Pines.

7 Q Okay. And so when Hayden requested that
8 he be -- that a letter be sent to authorize him --
9 authorize EMC to speak with him, this is the letter
10 that he prepares and sends presumably to you for
11 signature, right?

12 A Well, I don't know if he sent it to me or
13 if he sent it to Mark or sent it to Donna, I don't
14 know who he sent it to.

15 Q Well, was -- so in -- on June 24th, 2011,
16 did you authorize anyone else to sign your name on
17 this document?

18 A I don't even remember this document.

19 Q I understand. But there's no doubt that
20 Hayden Pace was acting as your counsel.

21 A Yes, that's what I've stated, yes.

22 Q You met with Hayden?

23 A Yes.

24 Q He was paid money?

25 A Yes.

1 Q And he was paid --

2 A If Hayden did something, it was right.

3 Q That's my point. And so whoever signed
4 this, it was authorized?

5 A No, I didn't authorize it to be signed.
6 I don't even remember the document. I'm saying that
7 Hayden was hired to represent the 209 Belle Pines
8 Court property.

9 Q Okay. So this is kind of throwing me off
10 today because obviously there's several letters from
11 Hayden Pace that purport to have your signature. Are
12 you saying you didn't know who was signing stuff from
13 Hayden Pace?

14 A No, that's not what I said. I said I did
15 not authorize -- I don't know who signed this
16 document. What other documents you have, I'm happy
17 to review and let you know if it's my signature.

18 Q All right. This document, even though
19 you didn't sign it, it's your testimony that you did
20 not authorize it to be signed, correct?

21 A I don't even know if I was even there
22 when this document came in.

23 Q I understand.

24 A So I'm not going to tell you something
25 that I don't know.

1 Q What I'm trying to figure out is, is it
2 that you don't know or that you did not authorize it?

3 A I do not know.

4 Q Okay. That's -- that's fine. So it's
5 possible that you did authorize it for somebody else
6 to sign it and give it to Hayden?

7 A I don't know.

8 Q That's fine. You don't know. You can't
9 say that you did not authorize it, you can't say that
10 you did, correct?

11 A That is correct.

12 Q Okay. Fair enough.

13 (Exhibit No. 93 was marked for
14 identification.)

15 BY MR. WARD:

16 Q I'd like to show you the next document
17 which we'll marked as Exhibit 93. It purports to be
18 a profit and loss statement for January through May
19 of 2011. It was produced by Chase. It purports
20 to -- it contains the Bates label Chase 3793. Do you
21 see that document?

22 A I do.

23 Q All right. At the bottom it purports to
24 have a signature, do you recognize that signature?

25 A It is my signature.

1 Q Okay. That is a profit and loss
2 statement, then, that you signed to let -- this is
3 produced by Chase to let Chase know that this is an
4 accurate document?

5 A It is my signature. I don't know if it
6 was placed on this document.

7 Q Well, did you sign profit and loss
8 statements to send to Chase?

9 A I don't recall.

10 Q You can't say with any certainty that you
11 did or did not sign it?

12 A I cannot.

13 Q But it does -- at least the copy is a
14 copy of your genuine signature?

15 A It looks like my signature, yes.

16 Q And as far as you know, you know of
17 nothing specific that this signature was placed on
18 the document any way other than your signing it, you
19 don't know of any specific information?

20 A Not for this particular document, but we
21 do have multiple -- we have information on multiple
22 documents that my signature was cut and pasted to
23 those documents.

24 Q I understand. But as far as this
25 document, you can't say one way or the other?

1 A I cannot, I cannot.

2 (Exhibit No. 94 was marked for
3 identification.)

4 BY MR. WARD:

5 Q Now I would like to show you a document
6 which we'll mark as Exhibit 94. This purports to be
7 a profit and loss statement dated October 2010. Do
8 you know who signed your name to this document?

9 A I do not.

10 Q Do you know that you did not sign this
11 document?

12 A I do know that I did not sign this
13 document.

14 Q Okay. Would there be anyone -- what
15 other people would be authorized to sign a profit and
16 loss statement sent to Chase on or about February of
17 2011?

18 A No one.

19 Q And you see that that signature appears
20 on both documents?

21 A I do.

22 Q Now, let me just say, I don't know that
23 this is a signature, you know what I'm saying?
24 There's a loan number that's written in and then your
25 name is written in. That could well be the loan

1 officer just writing on that document. All I'm
2 trying to figure out is that is not your signature.

3 A It is not.

4 Q And I suspect based on the -- it looks
5 like the same handwriting. I'm not a handwriting
6 expert, but it looks like the same handwriting as the
7 loan number, right? So this could very well be a
8 loan officer just saying, hey, this is Michael
9 Chrisley's, but I just want to make sure this is not
10 your signature, right?

11 A No, sir.

12 Q We talked about Auto Express Financing.
13 I would like show you a document that has been marked
14 as Exhibit 95.

15 (Exhibit No. 95 was marked for
16 identification.)

17 BY MR. WARD:

18 Q These documents were produced by Embassy
19 Bank. We may have covered some of these on the
20 screen, but it's a collective exhibit from Embassy
21 Bank, and I would just like to ask if you'll look to
22 the document that has Embassy number 796 at the end.

23 A Yes.

24 Q It's a corporate resolution. I think you
25 may recognize this as similar to the other one. Auto

1 Express Financing, the authority to represent the
2 company in real estate transactions, do you see that?

3 A I do.

4 Q Does that appear to be your signature?

5 A It does.

6 (Exhibit No. 96 was marked for
7 identification.)

8 BY MR. WARD:

9 Q I would like to show you a document which
10 has been marked as Exhibit 96. It's got Bates number
11 in production 146. And this is pretty simple. I
12 just want you to confirm, this appears to be the
13 HUD-1 Form relating to the sale of the 143 Seaside
14 Avenue property from you to Westdale Properties.

15 A Uh-huh (affirmative).

16 Q Have I accurately described that?

17 A Yes.

18 Q Is that a true and accurate copy of that
19 HUD-1 statement?

20 A I assume that it is.

21 Q Did you attend the closing for that sale?

22 A I did not.

23 Q Who attended the closing for that sale?

24 A I don't know that -- I think this was
25 done in Florida and I think Mark handled this

1 closing.

2 Q The final document, although it's large,
3 I don't have a whole lot of questions for you. I
4 just want to mark this for purposes of having it in
5 the deposition record, and I have just a couple of
6 questions for you.

7 (Exhibit No. 97 was marked for
8 identification.)

9 BY MR. WARD:

10 Q This is Document 97.

11 MR. FURR: Let me ask you a question on
12 Document Number 96. Was there a signature page
13 for this?

14 MR. WARD: That's just a production
15 number on it.

16 MR. FURR: Yeah.

17 MR. WARD: Honestly, I don't even know
18 where it came from.

19 (Off the record.)

20 BY MR. WARD:

21 Q This is the documents produced by Julie
22 in response to the Res-GA Buckhead request, and what
23 I'd like to do is this. You'll see, what this
24 appears to be is a printout of the Chrisley & Company
25 Chase operating account. Now, I don't know that it

1 identifies the account number, but I'm assuming it's
2 the 3208 account.

3 Do you recognize this as a printout from
4 the QuickBooks?

5 A I don't.

6 Q Do you know who it is that would have
7 printed out this document?

8 A I assume Julie.

9 Q Okay. So for Julie to print this out,
10 where would she go, what computer would she go to to
11 print out a detail report on the check register
12 for --

13 A I don't know. Maybe at her office.

14 Q Well, is there anything in here that
15 would tell you which account this is referring to,
16 the 3208 or the 1612 account? Do you know if there's
17 a distinction made?

18 A Which one is the -- which one is the
19 Georgia account?

20 Q I think they may both be in reference to
21 the Florida accounts, but the 1612 is definitely
22 associated with the Florida account. I know that for
23 sure.

24 A Then I would say that it's probably the
25 other one.

1 Q The 3208 account?

2 A Yes.

3 Q Do you also have access to the accounting
4 software from which this was printed out?

5 A I do not.

6 Q Is this just a QuickBooks printout?

7 A I guess. I don't know, so that's why I'm
8 thinking that she probably did this from her office.

9 Q Okay. And do you know whether -- so this
10 is -- this ends July 12th, 2012, right?

11 MS. MILLER: No.

12 MR. WARD: No?

13 BY MR. WARD:

14 Q Do you see how they've got a JHC number
15 at the bottom?

16 A Yes.

17 Q The very last number is 117, and these
18 are in date chronological order and the last entries
19 that we actually got, it says it's through November
20 12th, 2012, but the last entry is October 15th, 2012.
21 Do you see that?

22 A Yes.

23 Q Do you know if the Chrisley & Company
24 account was maintained after October 15th, 2012?

25 A I don't.

1 Q How are the -- unless I'm -- you know, I
2 don't know if these are -- are these numbers intended
3 to reflect the actual balances in the account or is
4 it the balances in QuickBooks?

5 A I don't know.

6 Q The reason I ask is that on the last page
7 the negative balance goes from 13,000 to 20,000, but
8 I don't think banks continue to pay checks --

9 A I would say that it was probably
10 QuickBooks then.

11 Q Right. Okay. So in order to know the
12 specific -- the actual statements, the actual
13 balances in the account, we would have to look at
14 actual statements for the Chrisley & Company
15 accounts, correct?

16 THE COURT REPORTER: Did you answer that
17 question? If you did I didn't hear it.

18 BY MR. WARD:

19 Q The question that I was asking was in
20 order to really understand not the QuickBooks'
21 version of it, but the -- but the actual status of
22 the account, we would have to look at Chase account
23 statements, correct?

24 A Yes.

25 Q Okay. So I'm not going to go through

1 marking a bunch of documents right now on this, but
2 we did receive some from Chase. Do you recognize
3 this account number 3208, Chrisley & Company, as the
4 account that was the primary account out of which
5 your personal expenses were paid?

6 A I know it's Chrisley & Company, but I
7 don't know as far as the account numbers.

8 Q I might be able to help you with that.
9 Let me just see. So they have some -- they don't
10 really provide the greatest, you know, copies of
11 these -- of these small checks, but I'm looking at
12 Chase Document Number 673, and I'm just -- honestly,
13 I'm just pulling up a random document here, but do
14 you see that there are checks that contain the stamp?

15 A I do.

16 Q Okay. And then here's a check that does
17 not appear to be a stamp. It's check -- it looks
18 like check number 1004. It could be -- it could
19 be -- no, it could actually be 1684 right there to
20 Gary Scott, 460 bucks, do you see that?

21 A (Witness nods head affirmatively.)

22 Q Do you recognize whose signature that is?

23 A It looks like Mark's.

24 Q Okay. So Mark did sign checks from the
25 Chrisley & Company account, right?

1 A I -- I wasn't aware of that.

2 Q Well, here's another check, check number
3 2024, right, that appears to be a signature of
4 Mark's, correct?

5 A Mark's.

6 Q Okay. I think that you'll find that --
7 now, Julie, in order to load the QuickBooks numbers,
8 she had to either download the numbers from the bank
9 or get a statement, correct?

10 A I'm sure she probably goes online to do
11 her banking.

12 Q Okay. In other words, I know when I go
13 onto my bank account online, I can look at whatever
14 the heck I want to, whether it checks or --

15 A Right.

16 Q I guess what I'm getting at is there's no
17 secret that these checks are being signed, they're
18 either, it seems, almost consistently by Mark or by
19 the stamp, and then you've got these checks, here's
20 check number 16 -- I'm going to say 69, it's kind of
21 hard to tell with these prints, to Lydia Dancing?

22 A Yeah, the housekeeper.

23 Q Okay. For 800 bucks. Who signs that?

24 A That looks like Julie's signature.

25 Q Julie is signing your name?

1 A Uh-huh (affirmative).

2 Q And there are multiple signatures that
3 look exactly the same on Chase 698, and aside from
4 the stamped signatures, would you say that the top
5 four are Julie's signing?

6 A Yes, they look like Julie's.

7 Q Okay. And then the -- how about the
8 next -- looks like the next three checks here the --
9 they all look like they were signed by the same
10 person, are those all Julie signing?

11 A No, that one right there is mine.

12 Q This one?

13 A Yes.

14 Q That looks to be check number 1667.
15 That's your actual signature?

16 A Yes.

17 Q Okay. That statement date is -- that's a
18 statement date for October 2009. You with me?

19 A (Witness nods head affirmatively.)

20 Q All right. I guess it seems, then, that
21 in October 2009 you and Julie are signing checks from
22 the Chrisley & Company account, is that accurate?

23 A I think there was one for me.

24 Q From?

25 A I think one of them had my signature on

1 it.

2 Q Right, but you could have signed more or
3 less, you could have signed documents if you wanted
4 to, my point is --

5 A If someone said I --

6 THE COURT REPORTER: I need you to repeat
7 that.

8 A I said if someone told me I needed to
9 sign a check for something, then yes.

10 Q Here's what I'm going to do. I'm just
11 going to mark the first three pages for now and we're
12 going to get the rest of them. Just for purposes of
13 identification can you confirm that that document is
14 the document that we have up on the screen, and then
15 I'll put a number on it. You need me to --

16 A No, that's not the document. That was in
17 November. This one that I have is October. Mine
18 says October to -- October 1st through October 30th.

19 Q Yes. You've got the October -- you've
20 got October?

21 A And the one you just had up there --

22 Q Yeah, I just wasn't on the first page.

23 A Okay.

24 Q The first page of this -- it's actually
25 19 pages.

1 A Yes, okay.

2 Q I'll just show you this so you can see.
3 Let me see what you've got here.

4 Yeah, so it is the October -- the October
5 pages that have these checks that are signed by Julie
6 at 698, right?

7 A Yes.

8 Q 698 has the checks signed by Julie?

9 A Yes.

10 Q So I'm going to mark this as 98. It's
11 the October account. The rest of it's coming out
12 now. And that's --

13 (Exhibit No. 98 was marked for
14 identification.)

15 MR. WARD: I thought it was my final
16 document, but out of nowhere Andrea came up
17 with one more.

18 (Exhibit No. 99 was marked for
19 identification.)

20 BY MR. WARD:

21 Q This is a document I've marked as 99. It
22 has the Bates label Chase 005610. Can you just look
23 at that. It purports to be a letter of March 19th,
24 2012. Is that your signature on that document?

25 A No, that's Julie's signature.

1 Q That's Julie signing for you?

2 A Yes.

3 MR. WARD: All right. I'm done. I think
4 that there may be a few minutes of questions
5 from --

6 MS. CHILDS: Just a couple. How are you
7 doing? Are you okay?

8 THE WITNESS: Yeah, I'm fine.

9 MR. FURR: No one else noticed the
10 deposition today?

11 MR. WARD: What's that?

12 MR. FURR: No one else noticed this
13 except for you?

14 MR. WARD: No. Do you want them to do a
15 separate one?

16 MR. FURR: Who do you represent again?

17 MS. CHILDS: Mark Braddock.

18 MR. FURR: And what kind of questions do
19 you want to ask?

20 MS. CHILDS: Questions about Mr.
21 Chrisley's finances.

22 MR. FURR: I'm going to object to it.
23 You'll have to re-notice it.

24 MS. CHILDS: You'll object to it?

25 MR. FURR: Uh-huh (affirmative).

1 MS. CHILDS: We'll re-notice it.

2 MR. WARD: Do you want to get out your
3 calendars and look at dates?

4 MR. FURR: I can't do it from here. Just
5 contact our office and we'll reschedule.

6 MS. CHILDS: Sure.

7 THE COURT REPORTER: Would you like to
8 reserve signature or waive it?

9 MR. FURR: We'd like to reserve
10 signature.

11 THE COURT REPORTER: Ms. Childs, would
12 you like a copy of the transcript?

13 MS. CHILDS: Yes, ma'am.

14 THE COURT REPORTER: Would you like a
15 copy of the exhibits as well?

16 MS. CHILDS: No exhibits. Just an
17 electronic condensed.

18 THE COURT REPORTER: Mr. Stanton, would
19 you like a copy of the transcript?

20 MR. STANTON: No, thanks.

21 THE COURT REPORTER: And then, Mr. Furr,
22 you said you would like a copy of the exhibits?

23 MR. FURR: I would.

24 THE COURT REPORTER: And how would you
25 like your transcript?

1 MR. FURR: Electronic is fine. And
2 electronic exhibits.

3 (Deposition concluded at 5:38 p.m.)
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C E R T I F I C A T E

STATE OF GEORGIA:

COUNTY OF DEKALB:

I hereby certify that the foregoing transcript was taken down, as stated in the caption; that the witness was duly sworn; that the questions and answers were reduced to typewriting under my direction; and that the foregoing transcript pages represent a true, complete, and correct record of the evidence given, to the best of my ability.

I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 28th day of July 2013.

DONNA FISHMAN, CCR NO. B-1851
My commission expires on the
31st day of March 2014.

Document ID: 0.7.7911.132219

From: Mark Braddock [REDACTED]
To: M T. Chrisley
</o=chrisleyam/ou=exchange administrative group
(fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>
Cc:
Bcc:
Subject: Letter
Date: Mon May 21 2012 08:54:03 EDT
Attachments: Julie Letter to Kim May 2012.doc

Take a look at this.

Regards.

Mark Braddock

Chrisley Asset Management

[REDACTED]
Atlanta, GA 30326

[REDACTED]

Document ID: 0.7.7911.132219-000001

Owner: Mark Braddock <mark braddock>
Filename: Julie Letter to Kim May 2012.doc
Last Modified: Mon May 21 08:54:03 EDT 2012

May 21, 2012

To Whom It May Concern:

RE: Ownership Structure of Chrisley Asset Management

I am the owner of 60% of the membership shares of Chrisley Asset Management, LLC from the inception to present. I was legally entitled to the income distributions in 2008, 2009 and 2010. For tax purposes we allocated the income to my husband in those years which resulted in tax savings of approximately \$84,000.

Please let me know if I can provide any additional information.

Sincerely,

Julie Chrisley

Document ID: 0.7.7911.132222

From: M T. Chrisley </o=chrisleyam/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>
To: Mark Braddock
</o=chrisleyam/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=mbraddock>
Cc:
Bcc:
Subject: Re: Letter
Date: Mon May 21 2012 09:47:15 EDT
Attachments:

can you place this on georges letterhead with his signature and then sign Julies name below Georges?
address the letter to whom it may concern

-----Original Message-----

From: Mark Braddock <[REDACTED]>
To: M T. Chrisley <mchrisley1@aol.com>
Sent: Mon, May 21, 2012 8:55 am
Subject: Letter

Take a look at this.

Regards.

Mark Braddock
Chrisley Asset Management
[REDACTED]
Atlanta, GA 30326
[REDACTED]

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Checked by AVG - www.avg.com

Version: 2012.0.2197 / Virus Database: 2437/5231 - Release Date: 08/28/12

Document ID: 0.7.7911.132265

From: Mark Braddock <mark.braddock>
To: M T. Chrisley
</o=chrisleyam/ou=exchange administrative group
(fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>
Cc:
Bcc:
Subject: Please see attached.
Date: Mon May 21 2012 10:04:42 EDT
Attachments: 20120521093240656.pdf

Regards.

Mark Braddock

Chrisley Asset Management

[REDACTED]
Atlanta, GA 30326

Document ID: 0.7.7911.132265-000001

Owner: Mark Braddock <mark braddock>

Filename: 20120521093240656.pdf

Last Modified: Mon May 21 10:04:42 EDT 2012

GRIMSLEY and COMPANY, CPA's, PA

Certified Public Accountants

George F. Grimsley, CPA
[REDACTED]

1708 Metropolitan Blvd.
Tallahassee, FL 32308
(850) 385-1120 / Fax (850) 422-2566

Janet B. Wedding, CPA
[REDACTED]

May 21, 2012

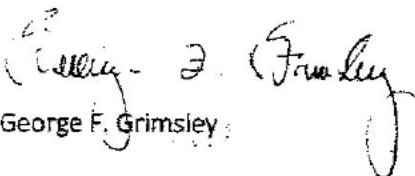
Julie Chrisley
PO Box 611237
Rosemary Beach, FL 32461

Dear Julie:

You are the owner of 60% of the membership shares of Chrisley Asset Management, LLC from the inception to present. You were legally entitled to the income distributions in 2008, 2009 and 2010. For tax purposes we allocated the income to your husband, Todd Chrisley, in those years which resulted in tax savings of approximately \$84,000.

Please call if you need additional information.

Best Regards,


George F. Grimsley

May 21, 2012

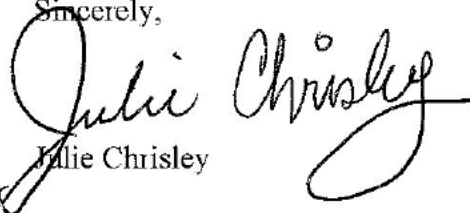
To Whom It May Concern:

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Please let me know if I can provide any additional information.

Sincerely,


Julie Chrisley

Document ID: 0.7.7911.132269

From: Mark Braddock <mark.braddock>
To: M T. Chrisley
</o=chrisleyam/ou=exchange administrative group
(fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>;
kimberly.nehiley@[REDACTED]
<kimberly.nehiley@[REDACTED]>
Cc:
Bcc:
Subject: Letters from Accountant and Julie
Date: Mon May 21 2012 10:58:36 EDT
Attachments: 20120521093240656.pdf

Please see attached.

Regards.

Mark Braddock

Chrisley Asset Management
[REDACTED]

Atlanta, GA 30326

[REDACTED]

From: M T. Chrisley
Sent: Monday, May 21, 2012 9:50 AM
To: kimberly.nehiley@[REDACTED]
Cc: Mark Braddock
Subject: Fwd: Statements

here you go!!! if you have any questions please contact Mark this morning as I will be volunteering at my kids school all day

-----Original Message-----

From: Mark Braddock <[REDACTED]>
To: M T. Chrisley <mchrisley1@aol.com>
Sent: Mon, May 21, 2012 8:48 am

Subject: Statements

Regards.

Mark Braddock
Chrisley Asset Management

[REDACTED]
Atlanta, GA 30326
[REDACTED]

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Document ID: 0.7.7911.132269-000001

Owner: Mark Braddock <mark braddock>

Filename: 20120521093240656.pdf

Last Modified: Mon May 21 10:58:36 EDT 2012

GRIMSLEY and COMPANY, CPA's, PA

Certified Public Accountants

George F. Grimsley, CPA
[REDACTED]

1708 Metropolitan Blvd.
Tallahassee, FL 32308
(850) 385-1120 / Fax (850) 422-2566

Janet B. Wedding, CPA
[REDACTED]

May 21, 2012

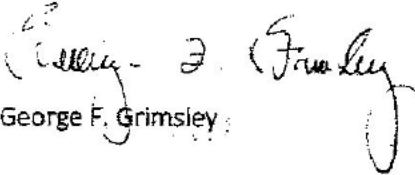
Julie Chrisley
PO Box 611237
Rosemary Beach, FL 32461

Dear Julie:

You are the owner of 60% of the membership shares of Chrisley Asset Management, LLC from the inception to present. You were legally entitled to the income distributions in 2008, 2009 and 2010. For tax purposes we allocated the income to your husband, Todd Chrisley, in those years which resulted in tax savings of approximately \$84,000.

Please call if you need additional information.

Best Regards,


George F. Grimsley

Member American Institute of Certified Public Accountants and Florida Institute of Certified Public Accountants

May 21, 2012

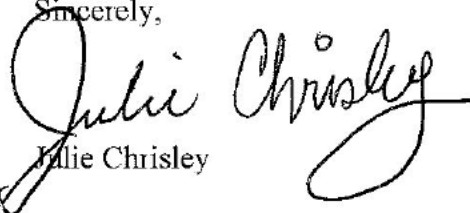
To Whom It May Concern:

RE: Ownership Structure of Chrisley Asset Management

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Please let me know if I can provide any additional information.

Sincerely,


Julie Chrisley

Document ID: 0.7.7911.102488

From: M T. Chrisley </o=chrisleyam/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>
To: Mark Braddock
</o=chrisleyam/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=mbraddock>
Cc: M T. Chrisley
</o=chrisleyam/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>
Bcc:
Subject: Fwd: Revised Operating Agreement
Date: Fri Jan 13 2012 19:58:32 EST
Attachments: Amended_&_Restated_Operating_Agreement.pdf
image001.gif

this is the final draft so lets change the date back to 2008 when we started and get this signed and notarized by Jinger as she was a notary at the time

-----Original Message-----

From: Jackie Royal [REDACTED]
To: 'Todd Chrisley' <mchrisley1@aol.com>
Sent: Tue, Jan 10, 2012 9:59 am
Subject: Revised Operating Agreement

1/10/12

Attached is the corrected operating agreement (deleting last sentence under Article 8.2).

Jackie

Jackie Royal, F.R.P./Paralegal
Law Office of Jonathan Alper
[REDACTED]

This electronic message is from a paralegal and the information contained should not be construed as or relied upon as legal advice. This electronic message contains information from the law firm of Jonathan B. Alper, PLC which is confidential and/or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents is prohibited. If you have received this electronic transmission in error, please notify us by telephone at [REDACTED] immediately.

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Version: 2012.0.2197 / Virus Database: 2437/5231 - Release Date: 08/28/12

Document ID: 0.7.7911.102488-000001

Owner: M T. Chrisley </o=chrisleyam/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=mt.chrisley>

Filename: Amended_&_Restated_Operating_Agreement.pdf

Last Modified: Fri Jan 13 19:58:32 EST 2012

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CHRISLEY ASSET MANAGEMENT, LLC**
A Georgia Limited Liability Company

This Amended and Restated Operating Agreement (the "Agreement") is made and entered into and effective as of this _____ day of _____, 2012, by and among Julie Chrisley, Mark Braddock, and Todd Chrisley, hereinafter collectively referred to as the "Members."

WHEREAS, the LLC was filed with the Georgia Secretary of State on November 3, 2003;

WHEREAS, the parties previously entered into an Operating Agreement on October 31, 2005;

WHEREAS, Section 9.4 of the initial LLC Operating Agreement provides for amendments with unanimous consent of the Members; and

WHEREAS, the Members want to make several amendments to the Operating Agreement, and they believe that all amendments can best be express in a restated Operating Agreement. The undersigned Members having held an LLC meeting, notice thereof being properly given or waived, hereby repeal all prior Operating Agreements for this LLC and adopt the following as the LLC's Amended and Restated Operating Agreement:

ARTICLE 1: DEFINITIONS

- 1.1 "Agreement" means this Limited Liability Company Operating Agreement, as amended.
- 1.2 "Articles of Organization" means the articles of organization which were filed on November 3, 2003, with the Georgia Secretary of State, Division of Corporations, for the purpose of forming this LLC.
- 1.3 "Capital Account" means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contributions and decreases due to losses and distributions.
- 1.4 "Capital Contribution" means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the LLC.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.6 "Financial Interest" means a Member's right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the LLC.
- 1.7 "Immediate Family" means any Member's spouse, descendants, parents, siblings, and

parents-in-law.

- 1.8 "LLC" means Chrisley Asset Management, LLC, a Georgia limited liability company organized under the laws of the State of Georgia.
- 1.9 "LLC Interest" or "Interest" means an ownership interest in the LLC, which includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the LLC and any other rights granted to a Member under the Articles of Organization or this Agreement.
- 1.10 "Manager" or "Managers" means the person(s) elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the LLC.
- 1.11 "Member" means any person or entity who owns any interest in this LLC.
- 1.12 "Personal Property." Each Member's interest is personal property, and as such, no Member shall have any interest in any of the assets of the LLC.
- 1.13 "Property" means any and all assets, in whole or in part, of the LLC, both tangible and intangible.
- 1.14 "Statute" means the Georgia Limited Liability Company Act, as amended.
- 1.15 "Substitute Member" means any person not previously a Member who acquires, by purchase, gift, assignment, or otherwise, a Membership Interest and is admitted as a Substitute Member according to the terms of this Agreement.

ARTICLE 2: FORMATION

- 2.1 **Formation of the LLC.** The Members have formed the LLC pursuant to the laws of the State of Georgia by filing the Articles of Organization with the secretary of state.
- 2.2 **Name.** The name of the LLC is "Chrisley Asset Management, LLC." The Members shall operate the business of the LLC under such name or use such other names as the Members deem necessary provided that such names do not violate the Statute.
- 2.3 **Principal Office.** The LLC's principal place of business will be located at 3340 Peachtree Road, Suite 1100, Atlanta, Georgia 30326, or any other location mutually agreed upon by the Members.
- 2.4 **Term.** The LLC will continue to exist until terminated or dissolved in accordance with its Articles of Organization or this Agreement.
- 2.5 **Business Purpose.** The purpose of the LLC is to conduct any lawful business and

investment activity permitted under the laws of the State of Georgia and in any other jurisdiction in which it may have a business or investment interest.

The LLC may own, acquire, manage, develop, operate, sell, exchange, finance, refinance, otherwise deal in any manner with real estate, personal property, and any other type of business as the Manager may from time to time deem to be in the best interest of the LLC. The LLC may engage in any other activities which are related or incidental to the foregoing purposes.

The Members intend that this Agreement constitute an executory contract among the Members imposing obligations on all Members.

- 2.6 **Registered Agent.** The LLC's registered agent will be National Registered Agents, Inc., or any other person or entity with an office in the state of organization as determined by the Members.
- 2.7 **Registered Office.** The LLC's registered office will be the office of the registered agent located at [REDACTED] Duluth, GA 30096, or any other location within the state of organization as determined by the Members.

ARTICLE 3: MEMBERSHIP

- 3.1 **Members.** The Members of the LLC are Julie Chrisley, Mark Braddock, and Todd Chrisley. The Members shall have the LLC Interests set forth in Article 4.
- 3.2 **Additional Members.** Additional persons or entities may be admitted to the LLC as Members, and LLC Interests may be issued to those additional Members, upon the unanimous consent of the current Members, which consent may be withheld for any reason in their discretion, and on such terms and conditions as determined by the Members and in accordance with the Articles of Organization and this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.
- 3.3 **Voting.** Unless otherwise provided in this Agreement, all actions requiring a vote of the Members shall require the approval of a majority of the Members' voting interest. Each Member shall have a voting interest in proportion to their respective LLC Interest. All Members are expected to attend all LLC membership meetings in person, by proxy, or through an authorized agent.
- 3.4 **Liability to Third Parties.** No Member shall be liable for the debts, obligations or liabilities of the LLC to a third party unless the Member agrees in writing to be liable.
- 3.5 **Authority.** No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as provided in this Agreement.

- 3.6 **Withdrawal.** No Member has the right to withdraw from the LLC as a Member or receive a return of its Capital Contributions except as provided in this Agreement. However, a Member has the power to withdraw but such withdrawal shall be deemed a breach of this Agreement. If a Member does exercise such power of withdrawal in breach of this Agreement, the Member shall be liable to the LLC and the other Members for all monetary damages as a result of the breach, including but not limited to direct, indirect, incidental, and consequential damages.
- 3.7 **Compensation.** No Member shall receive compensation for services rendered to the LLC except as expressly permitted by this Agreement or any other written agreement between the Member and the LLC Manager. However, the LLC shall reimburse Members for any expense paid by them that is properly an expense of the LLC.
- 3.8 **Fiduciary Duty:** Each Member shall have a fiduciary duty to the LLC and to all other Members.
- 3.9 **Revocation of Membership Interest.** A person ceases to be a Member only upon the events and conditions set forth in this Agreement and not for any of the reasons set forth under Georgia Statutes.
- 3.10 **Valuation of Membership Interests in the LLC.** For all purposes, the value of the LLC as an entity and of Membership Interest shall be their respective fair market values. Any dispute, contest, or issue of fair market value is to be resolved and determined by the written appraisal of a qualified person or firm selected by the Manager.
- 3.11 **Confidential Information.** The Members acknowledge that they may receive information regarding the LLC in the form of trade secrets or other information that is confidential, the release of which may be damaging to the LLC or to persons with whom it does business.

Each Member shall hold in strict confidence any confidential information it receives regarding the LLC and may not disclosed it to any person other than another Member, except for disclosures (a) compelled by law (but the Member must notify the Manager promptly of any request for that information before disclosing it, if practicable); (b) to advisors or representatives of the Member of the LLC, but only if they have agreed to be bound by the provisions of this Section; or (c) information that a Member also received from a source independent of the LLC that the Member reasonably believes it obtained without breach of any obligation of confidentiality.

End of Article 3 -- Article 4 Begins on next Page

ARTICLE 4: CAPITAL CONTRIBUTIONS

- 4.1 **Contributions.** The Members shall contribute to the LLC the following Capital Contributions and shall receive the following LLC Interests:

Name	Contribution	LLC Interest
Julie Chrisley	\$60	60 percent
Mark Braddock	\$30	30 percent
Todd Chrisley	\$10	10 percent

No certificates of ownership shall be issued to Members to evidence ownership of LLC Interests. This Agreement is the sole evidence of ownership. No other agreement or form including, for example, tax returns or financial statements, are acceptable proof of LLC Interest ownership.

- 4.2 **Additional Contributions.** Except as specifically set forth in this Agreement, no Member shall be required to make any additional Capital Contributions. The Manager, in his discretion, may make calls for additional capital contributions to the capital of the LLC in cash or in property if reasonably needed to pay (a) existing or anticipated expenses of operation and administration; (b) debt service for any amounts borrowed by the LLC; (c) insurance and tax payments; (d) cost of acquiring, maintaining, and selling property of the LLC; or (e) other reasonable expense or investment.

In any 12-month period, calls for additional cash capital contributions shall not exceed one-third of the gross value of the LLC assets. In no event shall a Member be personally liable for any losses, obligations, or debts of the LLC in excess of his respective initial capital contribution.

Calls for additional Capital Contributions may not be discriminatory. Each Member hereby agrees to contribute his proportional share, based on the total LLC Interests, of such calls for additional cash capital made by the Manager within 30 days of the date said call is made and notice given. If any Member has assigned all or any part of his Financial Interest, voluntarily or involuntarily, the call shall be binding upon the assignee whether or not the assignee has been admitted as a Substitute Member. For purposes of this Article, "assignee" includes any person described in Article 9 hereof.

- 4.3 **Failure to Contribute.** If any Member or assignee fails to make the additional cash contribution within 30 days of notice, then such Member or assignee shall be in material default of his or her obligations under this Agreement. A Member or assignee in default forfeits his right to share in future LLC profits and shall not be entitled to any subsequent distributions of cash or other property from the LLC, regardless of whether the Manager elects to make distributions, until such time as the default is cured. In addition, the LLC may take such action as it deems necessary and appropriate including but not limited to instituting a court proceeding to obtain payment, canceling the Member's LLC Interest, or exercising

any other right or remedy available at law or equity.

Said default by a Member or Assignee shall not terminate the LLC. The remaining Members (without regard to assignees), in their sole discretion, may elect to continue the defaulting Member or assignee as an inactive Member without any right to share in future profits or to receive future distributions, or they may elect to purchase the interest of the defaulting Member or assignee for an amount equal to his capital account as of the date of default. If the remaining Members elect to purchase the interest of the defaulting Member or assignee, written notice of such election plus payment shall be delivered to the default Member or assignee within one month after date of default. If the remaining Members elect to continue the defaulting Member or assignee as an inactive Member, then upon dissolution or termination of the LLC, the defaulting Member shall be entitled to receive an amount equal to his capital account determined as of date of default.

- 4.4 **Adjustment to LLC Interests.** The Members' LLC Interests may be changed by unanimous vote for the Members for any reason, including for example, contributions or withdrawal of money or property.
- 4.5 **Compliance with Anti-Diversification Provisions of the Code.** The Members intend to comply with the requirements of Section 721(b) of the Internal Revenue Code so that contributions of property to the LLC will not give rise to the recognition of any gain or loss to any Member.
- 4.6 **Disability of a Member.** The duly authorized agent of a disabled Member, acting under a durable power of attorney, or the legal representative of a disabled Member, acting under appropriate legal authority, may exercise all of the disabled Member's rights and voting authority and is entitled to receive distributions of cash or other property from the LLC on behalf of the disabled Member. If there is more than one agent or legal representative entitled to act for a disabled Member, the Manager shall designate in writing the agent or legal representative entitled to act on behalf of the disabled Member.
- 4.7 **Personal Representative's Rights and Duties.** Upon the death or disability of an individual Member or holder of an Assignee interest, the personal representative of the individual Member or holder of such interest shall have the same rights with respect to the Membership Interest or Assignee interest as those held by the deceased person for the purpose of settling or managing the Member's or holder's estate. A transferee of any transfer under this Section shall be bound by all of the terms and conditions of this Agreement.

ARTICLE 5: CAPITAL ACCOUNTS

- 5.1 **Capital Accounts.** A Capital Account (hereinafter referred to as "Capital Account") shall be established and maintained for each Member. Each Member's Capital Account will be accounted for separately and will be maintained in accordance with generally accepted accounting principles. However, a Member who has more than one LLC Interest shall have

only one Capital Account that reflects all of that Member's LLC Interests. If a Member validly transfers his or her LLC Interest, the Capital Account of the transferring Member shall carry over to the transferee Member in accordance with the Code.

5.2 Adjustments to Capital Accounts. Each Member's Capital Account shall be adjusted as follows:

(a) **Increases.** Each Member's Capital Account shall be increased by:

- (1) Capital contributions of cash and/or property at its agreed upon fair market value;
- (2) All items of LLC income and gain (including income and gain exempt from tax).

(b) **Decreases.** Each Member's Capital Account shall be decreased by:

- (1) Distributions of cash and/or property at its agreed upon fair market value;
- (2) All items of LLC deduction and loss (including deductions and loss exempt from tax).

5.3 Advances by Members. Members may, at any time, advance moneys to the LLC. An advance is a loan from the Member to the LLC and shall bear interest at the prevailing prime interest rate. An advance is not a Capital Contribution.

5.4 Preemptive Rights. Each Member of the LLC shall be entitled to full preemptive or preferential rights, as such rights are defined by law, to subscribe for or purchase his or her proportional part of any additional or future LLC Interests which may be issued by the LLC.

5.5 Return of Capital. No Member shall have the right to withdraw or obtain a return of his or her capital contribution except as provided in this Agreement. The return of a member's capital contribution may not be withdrawn in the form of property other than cash except as provided in this Agreement.

5.6 Members Fiduciary Duty. Each Member acknowledges that all of his obligations and powers under this Agreement shall be subject to a fiduciary duty which shall include, without limitation, an obligation to deal fairly and in good faith, to disclose any business opportunities directly pertaining to the business of the LLC, and to act with good business etiquette. The Member's fiduciary duty is owed to all Members and is borne by each Member notwithstanding any provision under this Agreement to the contrary.

ARTICLE 6: ALLOCATION OF PROFITS AND LOSSES

- 6.1 **Determination of Profits and Losses.** Profits and losses shall mean net income and net loss as determined by the books and records of the LLC which shall be kept in accordance with generally accepted accounting principals and the Code.
- 6.2 **Allocations.** Except as provided in the Code, all items of income, revenues, deductions, gain, and loss shall be allocated pro-rata in accordance with a Member's Financial Interest. However, the Members, by unanimous agreement, may enter into agreements providing for the special allocation of items of income, gain, loss, depreciation, deduction or credit, provided that such special allocations have substantial economic effect.
- 6.3 **Qualified Income Offset.** Notwithstanding the above, if a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) or any amendment thereto, or receives an allocation of loss which produces a negative capital account for any Member while any other Member has a positive capital account, then items of LLC income shall be specially allocated to such Member such that the deficit Capital Account is eliminated. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).
- 6.4 **Minimum Gain Chargeback.** Notwithstanding the above, if there is a net decrease in LLC "minimum gain" during a taxable year, each Member shall be specially allocated, before any other allocation, items of income and gain for such taxable year (and, if necessary, subsequent years) in proportion to each Member's share of the net decrease in LLC "minimum gain" as determined in accordance with Treasury Regulation Section 1.704-2(g)(2). This paragraph is intended to comply with the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f).
- 6.5 **Section 704(c) Allocation.** Notwithstanding the above, to the extent that Code Section 704(c) is applicable to any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member and which is required to be allocated to such Member for income tax purposes, the item shall be allocated to such Member in accordance with Code Section 704(c).

ARTICLE 7: DISTRIBUTIONS

- 7.1 **Distributions.** It is the primary intent of the Members to retain LLC funds in amounts determined in the sole discretion of the Manager to meet the reasonable needs of LLC businesses or investments. The Manager may, but is not required to, distribute money to Members to offset some or all of their tax liability associated with Partnership Income. Notwithstanding anything to the contrary herein, distributions of money or LLC assets shall only be made from cash reserves which in the Managers' sole discretion exceed reasonable working reserves of the LLC.

No Member, his representative(s), his assigns, or his creditors may demand distribution of LLC cash or property. Distributions of LLC cash and property shall be made only at such times and in such amounts as the Manager determines, in his sole discretion, provided that the Manager may not make any distribution without the unanimous consent of the Members. Any Member may veto any proposed distribution. Distributions, if any, shall be allocated among the Members in proportion to the Members' LLC Interests. Each Member has a vested right in his allocated share of distributions, if any.

The Manager has the discretion to withhold a distribution allocated to a Member if the Manager reasonably believes such withholding to be in the Member's best interest.

- 7.2 **In Kind Distributions.** The Manager, in its sole discretion, may make distributions in kind specifically including, without limitation, the making of in-kind distributions in the form of one or more annuity contracts issued to a Member and naming the Member as beneficiary.

Prior to any such distribution in kind, the difference between such established fair market value and the book value of the property to be distributed shall be adjusted by a credit or charge, as is appropriate, to the Members' Interests. Upon the distribution of such property, such adjusted value shall be charged to the Interest of the Members receiving such distributions.

ARTICLE 8: MANAGEMENT

- 8.1 **Initial Manager.** The LLC will be managed by a Manager who may or may not be a Member. The Manager may be an individual, corporate fiduciary, or financial institution. The initial Managers are Julie Chrisley, Mark Braddock, and Todd Chrisley, acting jointly. The Members may, by unanimous vote, appoint additional Managers to serve jointly with the initial Manager.
- 8.2 **Management Action.** Management actions shall require majority vote of the Managers then serving. A deadlock on any vote of multiple Managers shall maintain the status quo and shall not cause the dissolution of the LLC.
- 8.3 **Removal or Resignation.** Any Manager may resign effective upon the delivery of written notice to any Member, unless the notice specifies a later effective date. The Members, by unanimous vote, have the right to remove any Manager, with or without cause, at any time, and any number of times. In the event of a Manager's removal or resignation, the remaining Managers, if any, shall continue to serve as Manager.
- 8.4 **Delegation Among the Managers.** A Manager may delegate to any other Manager the power to exercise any or all powers granted the Manager as provided in this Agreement, including those that are discretionary, if allowed by law. The delegating Manager may revoke any such delegation at will. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed

by the delegating Member.

As long as any delegation is in effect, the Manager receives such delegation with the same force and effect as if the delegating Manager had personally joined in the exercise of such power, and the Manager receiving the delegation may thereafter exercise any of the delegated powers on behalf of both until such time as the delegation is modified or terminated.

8.5 **Successor Manager.** In the event Julie Chrisley, Mark Braddock, and Todd Chrisley, acting jointly resigns or for any other reason is unable or unwilling to serve as Manager, the Members shall appoint a Successor Manager. In any event, the LLC shall not terminate because of the temporary absence of a Manager.

8.6 **Manager Powers.** Except as otherwise provided in this Agreement, the Manager has sole authority to manage and operate the LLC in the ordinary course of business. The Manager shall have full power to execute and deliver on behalf of the LLC any and all documents and instruments which may be necessary to carry on any LLC business or to purchase and manage any LLC investment. Specific Manager powers shall include, without limitation, the powers to:

- (a) contract on behalf of the LLC to purchase, lease, or otherwise acquire or sell any real or personal property;
- (b) sell, dispose, lease, trade, or exchange LLC real property or other assets in the ordinary course of the LLC's business;
- (c) enter into agreements and contracts and to give receipts, releases and discharges;
- (d) purchase liability and other insurance to protect the LLC's business and investments;
- (e) borrow money for and on behalf of the LLC;
- (f) execute or modify leases with respect to any part or all of the assets of the LLC;
- (g) originate, execute, prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the LLC and in connection therewith to execute for and on behalf to the LLC any extensions, renewals, or modifications of such mortgages or deeds of trust;
- (h) execute any and all other instruments which may be necessary or, in the opinion of the Manager, desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the LLC;
- (i) make any and all expenditures of LLC funds which the Manager, in its sole

discretion, deems necessary or appropriate in connection with the management of the affairs of the LLC and the carrying out of its obligations and responsibilities hereunder, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the LLC, its assets, and its investments;

- (j) to invest and reinvest LLC funds in common or preferred stocks, publically traded securities, options, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds;
- (k) to join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange;
- (l) to borrow money for any purpose from any source and to secure the repayment of any and all amounts so borrowed by mortgage, lien, UCC-1, security agreement, or pledge of any LLC property;
- (m) to employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents, and other persons or firms providing services or advice, irrespective of whether the Manager may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Manager, in its discretion, may determine;
- (n) to make LLC tax elections including, for example, choosing the LLC's tax status by filing IRS Form 8832 and optional bases adjustments under Code 754.

8.7 **Authority of Manager.** No person dealing with the Manager need to inquire into the validity or propriety of any document or instrument executed in the name of the LLC by a Manager, or as to the authority of the Manager to act on behalf of and bind the LLC in executing same. Any third party dealing with the LLC may rely upon the affidavit of a Manager as to the Manager's authority to act for the LLC.

8.8 **Limitation on Powers.** Except by the unanimous written agreement of the Members, a Manager shall not have the authority to:

- (a) Enter into any agreement, contract, or commitment on behalf of the LLC which would obligate any Member to find additional capital, to guarantee a loan or to increase a Member's personal liability either to the LLC or to a third party;
- (b) Materially alter the business of the LLC or perform any action which would make it impossible to carry on the business of the LLC;

- (c) Sell or dispose of substantially all LLC assets;
- (d) Perform any action that is contrary to this Agreement;
- (e) Place title to any LLC asset or property in the name of a nominee or sell, lease, pledge, hypothecate, or grant a security interest in any LLC asset or property, except in the ordinary course of business;
- (f) Return the Capital Contribution of any Member in whole or in part;
- (g) Commingle LLC funds with the funds of any other person or entity;
- (h) Change or merge the LLC into another legal entity;
- (i) Confess a judgment against the LLC;
- (j) Admit any person as a Member, except as otherwise provided in this Agreement;
- (k) Attempt to dissolve the LLC;
- (l) File a petition for or against the LLC for bankruptcy or assignment for the benefit of creditors.

8.9 **Members Who Are Under Court Order.** The vote, consent, or participation of any Member under any kind of court order charging, restraining, prohibiting, or in any way preventing any Member from voting, consenting, or participating in LLC matters shall not be required in order to obtain the necessary percentage vote or consent or participation for the LLC to act upon any proposed action.

8.10 **Action without Meeting.** Any action required or permitted to be taken by multiple Managers may be taken without a meeting, if all Managers individually or collectively consent in writing to such action.

8.11 **Fees and Compensation of Managers.** An individual serving as Manager shall receive reasonable compensation for its services. The LLC shall reimburse all Managers for their out-of-pocket expenses. Nothing herein contained shall be construed to preclude any Manager from serving the LLC in any other capacity as an agent, employee, attorney, or otherwise, and receiving reasonable compensation for such services.

8.12 **Liability to Third Parties.** To the full extent permitted by law, the Manager is released from liability for damages and other monetary relief on account of any act, omission, or conduct in the Manager's managerial capacity other than for fraud or gross negligence. No amendment or repeal of this Article affects any liability or alleged liability of the Manager for acts, omissions, or conduct that occurred prior to the amendment or appeal.

- 8.13 **Standard of Care.** The Manager shall exercise such powers and otherwise perform such duties in good faith, in the matters such Manager believes to be in the best interest of the LLC, and with such care including reasonable inquiry, using ordinary prudence, as a person in a like position would use under similar circumstances. Each Manager acknowledges that all powers given to managers under this Agreement shall be subject to a fiduciary duty. This fiduciary duty is owed to the LLC and to all Members, and it shall be borne by each Manager notwithstanding any provision of this Agreement to the contrary.
- 8.14 **Indemnification and Hold Harmless Provision.** This provision is intended to supplant any provision of Georgia law to the contrary. The Manager shall not be liable, responsible, or accountable in damages or otherwise to any Member for any loss or damage incurred because of any act or omission performed or omitted by the Manager in good faith on behalf of the LLC and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the LLC.

A Manager shall be personally liable, responsible, and accountable in damages or otherwise to any Member or the LLC if the Manager is guilty of fraud, intentional breach of this Agreement, gross negligence, or willful misconduct with respect to any act or omission.

ARTICLE 9: TRANSFER AND ASSIGNMENT OF LLC INTERESTS

- 9.1 **Purpose of Company Restrictions.** Capital is material to the business and investment objectives of the LLC and its federal tax status. An unauthorized transfer of a Member's interest could create a substantial hardship to the LLC, jeopardize its capital base, and adversely affect its tax structure. Restrictions in this Agreement effecting ownership and transfer of Membership Interests are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and to protect the LLC's capital and its financial ability to continue to operate.
- 9.2 **Transfer or Assignment of Member's Interest.** Except as provided in this Article, a Member is prohibited from selling, transferring, encumbering or otherwise disposing of any LLC Interest without the unanimous written consent of the Members and the Manager.
- 9.3 **Permitted Transfers.** For purposes of this Article, the restriction on the transfer or assignment of a LLC Interest shall not apply to transfers or assignments to a Member's Immediate Family or to a revocable self-settled trust created for the benefit of a Member provided that the Member is the sole Trustee of said trust until his death or incapacity and so long as the proposed transfer does not (a) cause the LLC to terminate for federal income tax purposes; (b) result in any event of default as to any secured or unsecured obligation of the LLC; (c) cause a reassessment of any real property owned by the LLC; or (d) cause other adverse material impact to the LLC.
- 9.4 **Improper Assignment.** An assignment, pledge, hypothecation, transfer, or other disposition of all or any part of the interest of a Member in the Limited Liability Company or other

person holding any interest in the Limited Liability Company in violation of the provisions hereof shall be null and void for all purposes.

9.5 Effect Upon an LLC Interest Acquired Without Consent. If any person, organization, trust, or agency should acquire all or any part of a Member's LLC Interest involuntarily as a result of, for example:

- (a) an order of a court of competent jurisdiction which the LLC is required by law to recognize; or
- (b) being subject to a lawful charging order by a court of competent jurisdiction; or
- (c) a levy or other transfer of any part or all of a Member's LLC Interest, with voting rights, which the LLC has not approved but which the LLC is required by law to recognize;
- (d) the Member's adjudication of incompetency if the Member is an individual;
- (e) the Member's death by testamentary bequest in a will or trust;
- (f) the Member filing bankruptcy or if the Member makes a voluntary assignment for the benefit of creditors;
- (g) the Member seeking or consenting to the appointment of a receiver or trustee over all or any portion of the Member's assets;
- (h) the revocation or termination of the trust if the Member is a trust

then, in such event, the Member shall be considered an "Involuntary Assignor", and the converted interest shall be that of an assignee. In such event, the assignee shall not become a Substitute Member without meeting the requirements in this Agreement for becoming a Substitute Member.

9.6 Transferee Becoming Substitute Member. The Manager and Members shall have the power and discretion to admit as a Substitute Member an assignee or any other transferee which acquires all or part of a Member's interest either voluntarily or without the Member's consent. No Substitute Member shall be admitted without the unanimous consent of the Manager and all Members.

A transferee shall become a Substitute Member only after the transferor Member or its Trustee or personal representative, as the case may be, executes, acknowledges, and delivers to the LLC such instruments of transfer and assignment as are in form and substance satisfactory to the LLC. Admission of a Substitute Member is conditioned upon his written acceptance and adoption of this Operating Agreement and consent to be bound thereby.

ARTICLE 10: EFFECT OF ASSIGNMENT

- 10.1 An assignee of an LLC Interest shall only be entitled to the allocations and distributions to which the assigned interest is entitled, unless such assignee applies for admission to the Limited Liability Company and is admitted to the Limited Liability Company as a Member in accordance with this Agreement. Absent the consent of the Involuntary Assignor Member, which may be given in whole or in part in his sole discretion, such assignee shall have no right to vote in the affairs of the Limited Liability Company, to participate in any discussion of Limited Liability Company affairs, to attend any Limited Liability Company meetings, to review any Limited Liability Company documents, to receive any information about the LLC from any Member or Manager, or to inspect any Limited Liability Company books and records.
- 10.2 **Assignee to Assume Tax Liability.** The Assignee of a LLC Interest as well as any person who acquires a charging order against an LLC Interest shall report income, gains, losses, deductions, and credits with respect to such Interest for the period in which the Assignee interest is held or for the period the charging order is outstanding. The Manager shall deliver to the Assignee or the holder of such charging order, as the case may be, all Federal, State, and Local tax forms required to be delivered to Members generally indicating that the income from such LLC Interest has been allocated to the holder of the Assignee interest or the holder of the charging order.
- 10.3 An assignment, pledge, hypothecation, transfer, or other disposition of all or any part of the interest of a Member in the Limited Liability Company or other person holding any interest in the Limited Liability Company in violation of the provisions hereof shall be null and void for all purposes.
- 10.4 An assignee shall be required to make additional capital contributions required of Members pursuant to the Agreement. No assignee shall have the right to receive a return of any of its or its Assignor's contributions to the LLC until the LLC is terminated and its affairs wound up according to the Act and this Agreement.

ARTICLE 11: BOOKS, RECORDS, AND BANK ACCOUNTS

- 11.1 **Books and Records.** Books of account shall be kept with respect to the operation of the LLC. Such books shall be maintained at the principal office of the LLC, or at such other place as the Members shall determine.
- 11.2 **Accounting Basis and Fiscal Year.** The books of account of the LLC shall be kept on a method authorized or required by the Code and as determined by the Manager, and shall be closed and balanced at the end of each LLC fiscal year.
- 11.3 **Bank Accounts and LLC Funds.** All cash receipts shall be deposited in the LLC's bank or other depository accounts maintained by the Manager.

ARTICLE 12: TERMINATION AND DISSOLUTION

- 12.1 **Events of Dissolution.** The LLC shall be dissolved upon the occurrence of any event described in this Article.
- (a) The LLC shall be dissolved on a date designated by the Manager with the unanimous written consent of the Members.
 - (b) The LLC shall be dissolved upon the death of all Members unless their wills or trusts provide for the continuance of the LLC.
 - (c) In any event, the LLC shall be dissolved 99 years after the date of this Agreement.
- 12.2 **Continuation of LLC.** Upon dissolution, the LLC shall thereafter conduct only activities necessary to wind up its affairs, unless within 90 days after the date of the event causing dissolution, a majority of the remaining Members, or their legal representatives, elect to continue the LLC.
- 12.3 **Effective Date of Dissolution.** Absent the election to continue the LLC as provided above, dissolution of the LLC shall be effective on the date on which the event occurs giving rise to the dissolution, but the LLC shall not be wound up until the LLC's Articles of Organization is canceled and the assets of the LLC have been distributed as provided in this Agreement.
- 12.4 **Operation of the LLC After Dissolution.** During the period in which the LLC is winding up, the business of the LLC and the affairs of the Members shall continue to be governed by this Agreement.
- Upon dissolution of the LLC, the Members or, in the absence of a Member, a liquidator appointed by a majority in interest of Members' legal representatives, shall liquidate the Property, apply and distribute the proceeds derived from the liquidation of the Property as contemplated by this Agreement, and cause the cancellation of the LLC's Articles of Organization. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value at the date of distribution.
- The proceeds derived from the liquidation of the Property shall first be applied toward, or paid to, any creditor of the LLC who is not a Member, or successor in interest. The order of priority of payment to any creditor shall be as required by applicable Georgia law. After payment of liabilities owing to creditors, excluding Members, the Members or liquidator shall set up such reserves as they deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC.
- 12.5 **Ability to Create an Escrow Account.** Any reserves for contingent liabilities may, but need not, be paid over to a bank to be held in escrow for the purpose of paying any such

contingent or unforeseen liabilities or obligations.

Following the expiration of such period as the Members or liquidator may deem advisable, such remaining reserves shall be distributed to the Members or their assigns.

After paying such liabilities and providing for such reserves, the Members or liquidator shall cause the remaining net assets of the LLC to be paid to creditors, if any, and then distributed in the same manner as provided in this Agreement relating to distributions to Members.

ARTICLE 13: AMENDMENTS

- 13.1 **Amendments.** This Agreement may be adopted, amended, altered, or repealed by the unanimous vote or written consent of all of the LLC Interests at a meeting of the Members at which a quorum is present.

ARTICLE 14: GENERAL PROVISIONS

- 14.1 **Entire Agreement/Modification.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally, and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced in writing. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.
- 14.2 **Executory Contract.** The parties hereby intend and agree that this operating agreement constitutes an executory contract under 11 U.S.C. 365, and its successors. The Agreement is an executory contract because of the duties imposed on each of the Members and Managers including, without limitation, the fiduciary duties of Managers and Members, the duties to make additional capital contributions, the duty not to transfer an LLC Interest except as allowed herein, and the duties to manage the business.
- 14.3 **Partition.** No Member, nor any successor-in-interest to any Member, shall have the right while this Agreement remains in effect to have the LLC property partitioned, or to file a complaint or institute any proceeding at law, or to demand, request, or require the liquidation or dissolution of the LLC, the return of capital or any specific assets of the LLC, or in equity to have the property of the LLC partitioned, and each Member, on its own behalf and that of its successors, representatives, heirs, and assigns, hereby waives any such right.
- 14.4 **Further Actions.** Each of the Members agrees to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

- 14.5 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 14.6 **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.
- 14.7 **Notices.** All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered personally with written receipt or sent by facsimile or registered or certified mail, postage prepaid to such address or person as a party may designate by notice to the other parties.
- 14.8 **Attorneys' Fees.** In the event of any litigation arising as a result of or by reason of this Agreement, the prevailing party in any such litigation shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.
- 14.9 **Construction.** Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.
- 14.10 **Execution and Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.
- 14.11 **Waiver.** No consent or waiver, express or implied, with respect to any breach or default shall be deemed to be a consent or waiver with respect to any other breach or default.
- 14.12 **Governing Law.** This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia.
- 14.13 **Creditor Rights of Enforcement.** No provision of this Agreement may be enforced by or for the benefit of a creditor of the LLC or of any Member.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this _____ day of _____, 20____.

Julie Chrisley
Member / Manager

Mark Braddock
Member / Manager

Todd Chrisley
Member / Manager

INTERVIEW OF MICHAEL TODD CHRISLEY

APRIL 30, 2013

2:04 p.m.

-- --

THE RECEIVER: Okay. Can I have your I.D., please?

(Pause.)

And I sent my email to the attorney in Florida with the letter requesting some documents. Did they send that on to you?

MS. OGIER: They have not, but they're going to be not main counsel --

THE RECEIVER: Okay.

MS. OGIER: -- so if you just copy me going forward.

THE RECEIVER: Okay.

MS. OGIER: They will be getting the documents.

THE RECEIVER: Okay.

(Pause.)

THE RECEIVER: Okay.

For debtor Michael Todd Chrisley, I have before me a Florida driver's license, and I have a Social Security card with a number on it that does match the number listed in the

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BANKRUPTCY-000197

BANKRUPTCY-000197

1 petition.

2 I'll give that back to you.

3 Please raise your right hand.

4 MICHAEL TODD CHRISLEY,

5 having been first duly sworn, testified as follows:

6 EXAMINATION

7 BY THE RECEIVER:

8 Q. Can you please state your name for the record?

9 A. Michael Todd Chrisley.

10 MS. OGIER: And Tamara Ogier for Mr. Chrisley.

11 THE RECEIVER: All right.

12 Q. And, Mr. Chrisley, did you get to meet with your attorneys
13 in Florida before this case was filed, and provide them with
14 all the information for this case?

15 A. Yes, sir.

16 Q. And did you list everything you own and everyone you owe
17 money to?

18 A. To my knowledge, yes, sir.

19 Q. And has any information changed since the case was
20 originally filed?

21 A. Not to my knowledge.

22 MS. OGIER: Well, there are a couple of other
23 possible lawsuits that may not be listed in there.

24 There's at least one, which is Mr. Chrisley versus
25 Mark Braddock, in Walton County Magistrate Court, which is a

APRIL 30, 2013

BANKRUPTCY-000198

BANKRUPTCY-000198

1 suit for possession of leased property in Florida.

2 THE RECEIVER: Okay.

3 MS. OGIER: And he may also have a claim against
4 Mr. Braddock for various things.

5 THE RECEIVER: One quick question.

6 MS. OGIER: Yes.

7 THE RECEIVER: Suit for possession of the leased
8 property, this is just a suit to get a writ of possession?

9 THE WITNESS: Yes.

10 THE RECEIVER: Okay. And which property is that
11 address --

12 MS. OGIER: No. That's not the right answer.

13 He leased property from Mr. Braddock.

14 THE RECEIVER: Oh.

15 Q. So they're trying to dispossess you?

16 A. Well, he already has.

17 Q. Okay, okay. Got it.

18 ATTORNEY FOR WATERCOLOR RETREAT: Mr. Trustee, my
19 client -- Alan (inaudible), for the record.

20 My client is Watercolor Retreat, LLC.

21 THE RECEIVER: Okay.

22 ATTORNEY FOR WATERCOLOR RETREAT: And I believe
23 Mr. Chrisley has brought suit against my client to regain
24 possession of the property in Florida.

25 THE RECEIVER: Okay.

APRIL 30, 2013

BANKRUPTCY-000199

BANKRUPTCY-000199

1 ATTORNEY FOR WATERCOLOR RETREAT: Mr. Braddock is a
2 principle in Watercolor Retreat.

3 THE RECEIVER: Okay.

4 ATTORNEY FOR WATERCOLOR RETREAT: He's brought suit
5 against the corporate entity. And we would like to have that
6 litigation stayed, and have the trustee look at that suit
7 before it goes any further in Florida.

8 THE RECEIVER: Okay. Now, that one is already
9 listed, isn't it? That one's already listed in the statement
10 of financial affairs, isn't it?

11 MS. OGIER: I had Mr. Chrisley look at them while we
12 were -- while we were here, and he thought it was a different
13 one than that.

14 THE RECEIVER: Okay.

15 MS. OGIER: I can't be certain of that.

16 THE RECEIVER: Okay. So --

17 MS. OGIER: We just want to be sure that we've
18 disclosed everything.

19 THE RECEIVER: Okay.

20 Q. So, aside from some potential lawsuits that may or may not
21 be listed, is everything else listed in your petition true and
22 accurate --

23 A. To my knowledge, yes, sir.

24 Q. Okay. And did you get to read and sign all your documents
25 before they were filed?

APRIL 30, 2013

BANKRUPTCY-000200

BANKRUPTCY-000200

1 A. Yes, sir.

2 Q. And had you ever filed a bankruptcy case before this one?

3 A. No, sir.

4 Q. Did you get to read the bankruptcy information sheet?

5 A. Yes, sir.

6 Q. What were the reasons that led to you filing this case?

7 A. Um, real estate loans, and what we believe is criminal

8 acts by our former CFO at Chrisley Asset Management.

9 Q. Okay. And who is that CFO?

10 A. Mark Braddock.

11 Q. Okay. Who all were the officers at Chrisley Asset

12 Management?

13 A. On what? I mean ...

14 Q. Just, officers. CFO --

15 A. I'm CEO.

16 Q. Okay.

17 A. Mark was CFO -- well, there's -- we've since found

18 numerous titles that he's posted online, so I don't know if he

19 was CFO or if he was CEO or COO. There are several titles

20 that we now have that he put out there.

21 Q. Okay. And when was that business officially registered,

22 officially founded?

23 A. I don't know the exact date.

24 Q. How many, approximately, how many years?

25 A. 2006, 2007.

APRIL 30, 2013

BANKRUPTCY-000201

BANKRUPTCY-000201

1 Q. Okay. And had the same officers ever since?

2 A. To my knowledge, but I don't know. He handled all the
3 filings.

4 Q. Okay.?

5 MS. OGIER: I'll say, in the statement of financial
6 affairs, Chrisley Asset Management, looks like it was founded
7 in 2003.

8 THE RECEIVER: Okay.

9 Q. And what has been your ownership interest in that company?

10 A. I have a 10 percent ownership. My wife has a --

11 Do I answer?

12 MS. OGIER: Yes.

13 THE WITNESS: My wife has 60, and Mark has 30.

14 BY THE RECEIVER:

15 Q. Okay. Have the percentages changed at all since the
16 company was filed, was founded?

17 A. I cannot answer that question because I do not know.
18 There have been multiple operating agreements that are
19 floating around that show a difference in the structure of the
20 ownership, but that was without mine or my wife's knowledge.

21 Q. Okay. Was there ever any consideration given to make any
22 changes?

23 A. No, sir.

24 Q. So nobody bought anybody out?

25 A. No, sir.

APRIL 30, 2013

BANKRUPTCY-000202

BANKRUPTCY-000202

1 Q. Okay. And within the -- going back to the year before you
2 filed this case, is there anyone, friend or family members,
3 that you may have helped to pay down any of their debts during
4 that year?

5 A. No, sir.

6 Q. Is there anyone during that year who you may have repaid,
7 friend or family member, you may have repaid a loan to?

8 A. No, sir.

9 Q. And during the six months before you filed this case, were
10 there any balance transfers that you may have done on any
11 credit cards?

12 A. No.

13 Q. Purchase any vehicles during the six months before the
14 case was filed?

15 A. No, sir.

16 Q. During the past three years, have you been involved in any
17 kind of accidents, or injured in any way?

18 A. No, sir.

19 Q. Have you had anyone close to you who may have passed away
20 in the last three years?

21 A. Yes, sir.

22 Q. Who was that?

23 A. My dad.

24 Q. I'm sorry to hear that. When did that occur?

25 A. [REDACTED] 2012.

APRIL 30, 2013

BANKRUPTCY-000203

BANKRUPTCY-000203

1 Q. Okay. So just prior to the case being filed, basically?

2 A. Yes, sir.

3 Q. Okay. Did you receive or do you expect to receive any
4 life insurance or inheritance from that?

5 A. No, sir.

6 Q. Okay. And who is serving as the executor of your father's
7 estate?

8 A. I don't think there is one. Everything went to my mother.
9 He had a will and it was all left to her.

10 Q. Okay. And do you have any reason to think you might have
11 any ability to sue anyone or have any claims against anyone
12 else?

13 MS. OGIER: Only what we mentioned against Mark
14 Braddock.

15 THE RECEIVER: Okay.

16 Q. Anyone else, any other claims?

17 A. Not to my knowledge. But new claims arise every day.

18 Q. And have you owned -- you listed a number of pieces of
19 real estate within the state of Georgia. Have you owned any
20 real estate outside the state of Georgia within the past five
21 years?

22 A. Yes, sir.

23 Q. Where was that property located?

24 A. There was a property at [REDACTED] in Santa Rosa
25 Beach, Florida.

APRIL 30, 2013

BANKRUPTCY-000204

BANKRUPTCY-000204

1 There was a property in Waters Sound, I think it was
2 -- I didn't deal with any of that stuff on there, but I think
3 it was some -- it was a lot. I think it was tagged in the
4 files as Lot 46, or something, Waters Sound. I think it's
5 Kill Court.

6 Q. Okay. Now, what happened with each of those properties?

7 A. The Kill Court was foreclosed on. The [REDACTED]
8 was a short sale.

9 And then there was a property in California, [REDACTED]
10 [REDACTED] that was a short sale.

11 Q. Okay. Now, the short sales, when did they occur?

12 A. Last -- I think last year.

13 Q. Before or after the case was filed?

14 A. Before.

15 Q. Okay. So sometime early 2012, you think?

16 A. I would think.

17 Q. Okay.

18 A. There was -- there was a property -- our daughter's condo,
19 that was jointly -- that was in our name. It was in mine and
20 my wife's name, that was sold.

21 Q. Where is that condo located?

22 A. It was here in Atlanta.

23 Q. Is that the one at 2500 Peachtree?

24 A. No, sir.

25 Q. Okay. Tell me a little bit about that condo.

APRIL 30, 2013

BANKRUPTCY-000205

BANKRUPTCY-000205

1 A. Which one?

2 Q. The one you said that was jointly owned and now in your

3 daughter's name?

4 A. No, no, no. It was sold. It was our daughter's condo,

5 but it was sold.

6 Q. Okay. But you had a joint interest in it, correct?

7 A. Um-h'm, yes.

8 Q. Did you receive anything from it when it was sold?

9 A. I did not.

10 Q. Did you provide any funds to the purchase -- when that

11 condo was originally purchased?

12 A. I don't know where the funds came from, if it came from a

13 joint account or from the company or how it was done because

14 Mark handled that closing.

15 Q. Okay. But the joint owners on the property, you said --

16 A. Was myself and my wife.

17 Q. Okay. But you said your daughter lived there?

18 A. She did, yes.

19 Q. Okay. But the joint owners were you and your wife,

20 correct?

21 A. We were the only ones on the mortgage.

22 Q. Okay. And do you recall what the address was for that

23 property?

24 A. I don't. It's Peachtree Road, but I don't know the exact

25 address.

APRIL 30, 2013

BANKRUPTCY-000206

BANKRUPTCY-000206

1 Q. Okay. Somewhere on Peachtree. All right.
2 A. And the complex was called The Gallery.
3 Q. Okay. That's the one, is it [REDACTED] Gallery?
4 A. Yes.
5 Q. Okay. Looks like you quitclaimed an interest in that to
6 your wife on April 23rd of 2012; why was that property
7 quitclaimed to your wife?
8 A. I don't know, unless it had something to do with the
9 closing.
10 Q. Okay.
11 A. Because I wasn't at the closing.
12 Q. Okay. But did you receive any compensation for sending --
13 transferring that property?
14 A. No, sir, I did not.
15 Q. Okay. And could you just tell me a little bit about the
16 Chrisley family trust, when it was set up and what was the
17 purpose in setting that up?
18 A. Again, Mark handled that, but I was under the impression
19 that it was supposed to be an LLC, set up to hold a property
20 at 830 West Conway.
21 Q. Okay. And do you remember a property at 2500 Peachtree
22 Street?
23 A. Yes, sir.
24 Q. Okay. And it looks like that was transferred to the trust
25 in September of 2009. Did you receive any compensation for

APRIL 30, 2013

BANKRUPTCY-000207

BANKRUPTCY-000207

1 that being transferred to the trust?

2 A. I did not. Nor did I do that.

3 Q. Okay. I'm going to go ahead and let creditors ask
4 questions at this time.

5 This is the last case on the calendar, so we've got
6 plenty of time. Who wants to go first?

7 MS. MILLER: Okay.

8 EXAMINATION

9 Q. Mr. Chrisley, my name is Martha Miller, and I'm
10 representing Real Tech (phonetic).

11 A. Yes, ma'am.

12 Q. I wanted to first go back to the ownership of Chrisley
13 Asset Management.

14 A. Yes, ma'am.

15 Q. Is it your testimony that from the beginning of the
16 company, in 2003, to now, that the ownership was 60 percent
17 held by your wife?

18 A. No. I believe what the investigators have found is that
19 there was an operating agreement on Mark's machine that said I
20 owned a hundred percent of it at that time.

21 Q. In 2003?

22 A. I don't know what date. I know there are five or six
23 operating agreements that they have found.

24 Q. All right.

25 MS. OGIER: Wait. Let me just be clear on something.

APRIL 30, 2013

BANKRUPTCY-000208

BANKRUPTCY-000208

1 She's asking you what you think your ownership
2 interest is? I know you think there's multiple operating
3 agreements out there; what's your position on the ownership
4 interest?

5 THE WITNESS: That I own 10, my wife Julie owns 60
6 percent, and Mark owns 30.

7 MS. OGIER: And has it always been that way?

8 THE WITNESS: That's the way it was always supposed
9 to be.

10 MS. OGIER: Okay. Sorry, I needed to clarify that.

11 MS. MILLER: All right, thank you.

12 Q. I'm going to show you a K-1 that is from Executive Asset
13 Management, showing an ownership interest in Chrisley Asset
14 Management.

15 A. Okay.

16 MS. MILLER: Mark this as Exhibit 1.

17 Q. Do you recognize that document?

18 A. I don't.

19 Q. All right. You do not recognize this as being part of
20 your tax return?

21 A. I never went through my tax returns. They was always --
22 Mark brought those to us for us to sign. They were FedExed,
23 whatever we had to sign, and that's what we signed and sent
24 back.

25 Q. Did you realize you were signing under penalty of perjury?

APRIL 30, 2013

BANKRUPTCY-000209

BANKRUPTCY-000209

1 A. Well, I do now. I don't know that I knew that then.
2 Q. All right. Well, this was provided by your CPA.
3 A. Okay.
4 Q. And that reflects a 50 percent ownership, correct, of
5 Executive Asset Management into Chrisley Asset Management?
6 A. That's what it says.
7 Q. And this 2008 K-1, creditor's Exhibit 2, what does this
8 document show -- well, first, do you recognize the document?
9 A. I don't. I have not seen these, but ...
10 Q. These were provided by your accountant.
11 A. Okay.
12 Q. As having been filed on your behalf.
13 A. Okay.
14 Q. And what interest does that show you holding?
15 A. Seventy percent.
16 Q. Okay. And is it your testimony you've never held 70
17 percent?
18 A. My testimony is that I have always believed that I owned
19 60 percent, my wife owned 10.
20 Q. Okay.
21 MS. OGIER: Wait. Can you restate that?
22 THE WITNESS: Sorry?
23 MS. OGIER: You said your wife owned 10.
24 THE WITNESS: I'm sorry. My wife owned 60 -- my wife
25 owned 60 percent; that I owned 10.

APRIL 30, 2013

BANKRUPTCY-000210

BANKRUPTCY-000210

1 BY MS. MILLER:
2 Q. All right. Thank you. This is the 2009, K-1.
3 A. Do you want this back?
4 Q. All right. This was provided by your accountant. Will
5 you read what percentage ownership is reflected held in your
6 name?
7 A. It says 70 percent as well.
8 Q. All right. Why would your accountant be using that
9 percentage if that was wrong?
10 A. Based on what he has shared with our attorneys, he has
11 said that he treated us as one entity, not just me.
12 Q. The K-1 in 2010 also shows you holding 70 percent,
13 correct?
14 A. Yes, ma'am.
15 Q. And in 2011, the K-1 that was filed -- in fact, it was
16 filed just a few days before this bankruptcy was filed, this
17 reflects that you hold what percentage?
18 A. Ten percent.
19 Q. All right. Do you have any explanation for why these tax
20 K-1 returns reflect a different percentage ownership?
21 A. I don't, but my accountants do.
22 Q. Okay. When Executive Asset Management was created, also
23 in 2003, who was the owner of that entity?
24 A. I don't remember how that was set up.
25 Q. All right. Did you ever have an ownership interest in

APRIL 30, 2013

BANKRUPTCY-000211

BANKRUPTCY-000211

1 executive --
2 A. Yes.
3 Q. -- Asset Management?
4 A. Yes, ma'am.
5 Q. And what was your percentage interest?
6 A. I think that my wife and I owned all of it at the time
7 that it sold.
8 Q. 50-50?
9 A. I don't remember.
10 Q. All right. And was a hundred percent of the company sold,
11 or did you retain an interest in the company?
12 A. No. A hundred percent was sold.
13 Q. Was there a business evaluation done of the company when
14 it was sold?
15 A. I don't know. Mark handled that as well.
16 Q. Okay. It was sold to Chatham Holdings in 2005, is that
17 correct?
18 A. Yes, ma'am.
19 Q. All right. And you do not know if there was a business
20 valuation done --
21 A. I don't.
22 Q. -- for that sale?
23 A. I don't.
24 Q. How much money did you receive as part of that sale?
25 A. I think the purchase price was \$8 million. And then I

APRIL 30, 2013

BANKRUPTCY-000212

BANKRUPTCY-000212

1 think Mark was given \$800,000. And then the rest came to my
2 wife and myself.

3 Q. When does Chrisley Asset Management start business? It
4 was organized in 2003; was it functioning as an operating
5 entity in that time?

6 A. I don't think so.

7 Q. Do you know when it became operating?

8 A. Maybe a year later. I don't recall.

9 Q. Okay. Did it perform the same functions or conduct the
10 same business as Executive Asset Management?

11 A. Yes, ma'am.

12 Q. Okay. Were they competitors?

13 A. Yes, ma'am.

14 Q. Did you have a noncompete agreement as part of the
15 Executive Asset Management sale?

16 A. We did.

17 Q. And when did that expire?

18 A. I don't know. That was negotiated out. They needed help
19 with one of their clients and so then they released me from
20 the noncompete.

21 Q. You do not remember when that was?

22 A. I don't.

23 Q. What was your wife's role in the day-to-day management of
24 Chrisley Asset Management?

25 A. She did not have a day-to-day role.

APRIL 30, 2013

BANKRUPTCY-000213

BANKRUPTCY-000213

1 Q. When did you become unable to pay your debts as they
2 became due?

3 A. Well, I actually didn't know that a lot of things were not
4 being paid until I started being notified by creditors.

5 Q. And who was supposed to be paying these things?

6 A. Mark Braddock.

7 Q. Is that through Chrisley & Company?

8 A. No. He worked at Chrisley Asset Management.

9 Q. Okay. So the payments to your creditors weren't coming
10 from the bank account held by Chrisley & Company?

11 A. Oh, okay. Where the checks were being cut? I think that
12 was Chrisley & Company, yes.

13 Q. All right. Did Mark Braddock controlled that entity?

14 A. He did.

15 Q. What is Pacific Development Partners?

16 MS. OGIER: What is?

17 BY MS. MILLER:

18 Q. What is Pacific Development Partners?

19 A. I don't know.

20 Q. All right. Do you know what Dominion Investment Partners
21 is?

22 A. Pacific. Is that the company that had West -- 830 West
23 Conway?

24 Q. I don't know.

25 A. Well, you were asking me the question, so ...

APRIL 30, 2013

BANKRUPTCY-000214

BANKRUPTCY-000214

1 MS. OGIER: If you do not know, say it --
2 THE WITNESS: I don't know, then. Okay.
3 BY MS. MILLER:
4 Q. All right. What about Dominion Investment Partners?
5 A. I believe we now know that that belongs to Mark Braddock.
6 Q. You didn't know that --
7 A. No.
8 Q. -- before now?
9 A. We knew it -- we have found that out since I believe it
10 was July the 30, 2012.
11 Q. And what happened to bring that to your attention?
12 A. That was information that was given to us by our
13 attorneys.
14 Q. Who is Arlan J. Kershaw (phonetic)?
15 A. He is an owner of a property in River Club that my wife
16 has a lease on the property.
17 Q. Do you live there now?
18 A. No.
19 Q. Does your wife live there?
20 A. She does not, within the next few weeks.
21 Q. Do you have a claim for breach of contract against Fannie
22 Mae?
23 A. Well, I don't know if we do or not because I don't know
24 where that stands.
25 Q. Okay. But you did believe that you had a claim against

APRIL 30, 2013

BANKRUPTCY-000215

BANKRUPTCY-000215

1 Fannie Mae?

2 A. Yes, ma'am. Yes, ma'am.

3 Q. All right. That wasn't scheduled in your bankruptcy,

4 correct?

5 A. I don't know what -- I don't know if it's scheduled or

6 not. But, I mean, we never filed a claim against Fannie Mae.

7 Q. All right. Are you still considering a claim against --

8 A. We're not doing anything. The receiver has that.

9 Q. Where is Julie now?

10 A. She's home. Or picking up the kids.

11 Q. Here in Georgia?

12 A. Yes, ma'am.

13 Q. All right. And the cam -- the Chrisley Asset Management

14 computers, are they all in the possession of the receiver?

15 A. To my knowledge.

16 Q. Was any documentation erased from those computers before

17 they were turned over to the receiver?

18 A. We didn't have access to those computers.

19 Q. From what point?

20 A. We were never -- we were never in the office. So, I mean,

21 we didn't have access to any of the computers.

22 Q. Who is "we"?

23 A. Me or Julie.

24 Q. All right. Thank you.

25 MS. MILLER: That's all I've got.

APRIL 30, 2013

BANKRUPTCY-000216

BANKRUPTCY-000216

1 THE RECEIVER: Anyone else want to go next?

2 ATTORNEY FOR WATERCOLOR RETREAT: Nothing for the
3 debtor, but I wanted to talk about this issue with the trustee
4 about this pending lawsuit in Florida. Mr. Chrisley has sued
5 my client and is seeking specific performance under this
6 alleged lease.

7 THE RECEIVER: And you said you wanted to get it
8 stayed?

9 ATTORNEY FOR WATERCOLOR RETREAT: Well, I believe the
10 cause of action belongs to the trustee. It doesn't really
11 belong to Mr. Chrisley individually.

12 THE RECEIVER: I would agree.

13 ATTORNEY FOR WATERCOLOR RETREAT: And my client is
14 trying to defend this suit, and the debtor is the plaintiff.
15 We would hope that the trustee would step in and stay the
16 Florida litigation.

17 THE RECEIVER: Well, the automatic stay already
18 applies.

19 ATTORNEY FOR WATERCOLOR RETREAT: The stay would
20 apply to actions --

21 THE RECEIVER: Okay. There is no counterclaim.

22 ATTORNEY FOR WATERCOLOR RETREAT: Well, we would like
23 to either assert the counterclaims in the Florida litigation
24 --

25 THE RECEIVER: Okay.

APRIL 30, 2013

BANKRUPTCY-000217

BANKRUPTCY-000217

1 ATTORNEY FOR WATERCOLOR RETREAT: -- or have the
2 trustee simply -- have those issues heard by the bankruptcy
3 court in Atlanta, as opposed to their being litigated in
4 Florida.

5 THE RECEIVER: Well, I don't have any opposition to
6 staying the -- I think it's better if we talk about this after
7 today.

8 ATTORNEY FOR WATERCOLOR RETREAT: Okay. I'll be glad
9 to talk with you.

10 THE RECEIVER: Just contact me --

11 ATTORNEY FOR WATERCOLOR RETREAT: Okay.

12 THE RECEIVER: We'll talk about it and figure out
13 which way to go with it.

14 ATTORNEY FOR WATERCOLOR RETREAT: Because I believe
15 the debtor is trying to bootstrap his exemptions from Florida.
16 I think he's claiming he's still a Florida resident.

17 So it may impact the estate and it may be a court
18 proceeding that the judge here needs to determine.

19 THE RECEIVER: That's something I'll be dealing with.

20 ATTORNEY FOR WATERCOLOR RETREAT: Okay.

21 MS. OGIER: And, for the record, we agree that the
22 cause of action would vest in you at this point.

23 THE RECEIVER: Okay.

24 MS. OGIER: So we will provide you with whatever
25 information you need on that litigation.

APRIL 30, 2013

BANKRUPTCY-000218

BANKRUPTCY-000218

1 THE RECEIVER: Okay. Thanks.

2 ATTORNEY FOR WATERCOLOR RETREAT: Okay.

3 THE RECEIVER: Probably would appreciate it if you
4 have email copies, if you can send me a copy of the complaint
5 that you have.

6 ATTORNEY FOR WATERCOLOR RETREAT: I can do that. I
7 can email you a copy of the complaint and the answer to you.

8 THE RECEIVER: Okay. That would be very helpful.

9 ATTORNEY FOR WATERCOLOR RETREAT: Great. Thanks.

10 THE RECEIVER: Any other creditors have questions for
11 the debtor today?

12 Okay.

13 UNIDENTIFIED WOMAN: I have a quick clarification
14 question.

15 EXAMINATION

16 Q. My name is (inaudible) trust company.

17 You listed two trusts in your bankruptcy petition.
18 You listed the Chrisley family trust, and also the Michael and
19 Julie Chrisley Irrevocable Trust?

20 A. Yes, ma'am.

21 Q. Would you clarify whether or not they are in and of the
22 same, or if they are in fact two separate trusts?

23 A. They are two separate trusts.

24 Q. And the purpose of the Michael and Julie Chrisley
25 Irrevocable Trust, what was the purpose of that trust?

APRIL 30, 2013

BANKRUPTCY-000219

BANKRUPTCY-000219

1 A. As it's been explained to me, it was for, like, for her
2 estate, if she dies, it comes to me; if I die, it goes to her.

3 MS. OGIER: Is it a life insurance trust?

4 THE WITNESS: There is a life insurance policy, yes.

5 BY UNIDENTIFIED WOMAN:

6 Q. Okay. And to the best of your knowledge, were there any
7 other assets in that trust other than the life insurance
8 policy?

9 A. No, ma'am.

10 MS. OGIER: Okay. Thank you for that clarification.

11 MS. MILLER: Let me just ask -- I'm sorry. Go ahead.

12 BY THE RECEIVER:

13 Q. One quick question. So you believe today that the
14 property at 2500 Peachtree is not in that trust?

15 A. I can't tell you, because I don't know how all of this
16 stuff is moved around.

17 Q. Okay.

18 A. But I don't believe so.

19 Q. So it wouldn't have been your intent to put it in the
20 trust that --

21 A. No. What the attorneys have told us is that it was moved
22 -- Mark handled this closing and that he moved it from
23 Chrisley Asset Management to -- our Chrisley family trust to
24 (inaudible) to get a loan with Wells Fargo Bank is the way
25 it's been explained to me.

APRIL 30, 2013

BANKRUPTCY-000220

BANKRUPTCY-000220

1 Q. Okay. Okay.

2 MS. MILLER: Just a follow-up question on the trust.

3 THE WITNESS: Yes, ma'am.

4 BY MS. MILLER:

5 Q. The Chrisley family trust is not actually a trust, is it?

6 It's more like an LLC?

7 A. That's the way I was told.

8 Q. A simple asset real estate holding entity?

9 A. That's the way I was told that it was always set up.

10 Q. Okay. It's not actually a trust.

11 Okay. Thank you.

12 THE RECEIVER: There being no other questions today,
13 I've got my list of documents that I sent, and I wanted to try
14 to get those within seven days from today. At least some of
15 those. And I'll send you -- I'll forward you the email.

16 MS. OGIER: That would be great.

17 THE RECEIVER: And, so, get those in.

18 I think if there is anything else I need, it's
19 probably best if I do it through a 2004 exam, so I'm going to
20 conclude the meeting today and I will proceed with getting
21 whatever other documents we need through other means.

22 THE WITNESS: Yes, sir.

23 THE RECEIVER: All right. Thank you.

24 (Proceedings were adjourned at 12:27 p.m.)

25 * * *

APRIL 30, 2013

BANKRUPTCY-000221

BANKRUPTCY-000221

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TRANSCRIBER'S CERTIFICATION

I certify that the foregoing is a correct transcript
to the best of my abilities from the recorded audio file of
the proceedings in the above matter.

Date: February 15, 2018

s/ JUDITH M. WOLFF, CERTIFIED REALTIME REPORTER
Signature of Transcriber

APRIL 30, 2013

BANKRUPTCY-000222

BANKRUPTCY-000222

Document ID: 0.7.7911.313142

From: Michael Chrisley <mchrisley1@gmail.com>
To: Charles Floto <[REDACTED]>
Cc:
Bcc:
Subject: Re: Payment for Kyle's monitor
Date: Thu Jun 06 2013 10:48:27 EDT
Attachments:

Congrats!!! We start filming our show the second week of August and we were picked up by NBC-USA network and will air either before Modern Family or afterwards, USA acquired the rights to modern Family reruns so our agent said this is an excellent slot to be in. Teresa's number for payment [REDACTED] so send her a text. Thanks for everything.

Regards,
Todd

On Thu, Jun 6, 2013 at 7:27 AM, Charles Floto <[REDACTED]> wrote:

> Todd,****
>
> Although I did discontinue monitoring fees when Kyle was in the hospital,
> his monthly payment of \$300 was due prior to that event.****
>
> Can you please forward a Credit Card number or route me to his mother to
> receive her credit card.****
>
> Thanks very much.****
>
> By the by, I just signed a release for Viacom International to allow a
> background check for my appearance on "Dog and Beth on the Hunt".****
>
> I know little else about the prospective appearance.****
>
> Regards,****
>
> Charlie Floto****
>

Document ID: 0.7.7911.270821

From: gfg0415@
To: mchrisley1@gmail.com
Cc:
Bcc:
Subject: Re: (no subject)
Date: Tue Jun 25 2013 07:40:11 EDT
Attachments:

Just call me to discuss....George

In a message dated 6/24/2013 9:11:49 P.M. Eastern Daylight Time,
mchrisley1@gmail.com writes:

George,

Can you tell me what the difference is between us having an LLC versus a Corporation , the network is asking for us to use a corporation as a pass thru versus and LLC, please advise, I have copied CJ on this email and she is the counsel for Maverick.

regards,
Todd

Document ID: 0.7.7911.211326

From: Michael Chrisley <mchrisley1@gmail.com>
 To: Blake Burton
 <[REDACTED]>
 Cc:
 Bcc:
 Subject: Re: Financials
 Date: Mon Jul 01 2013 21:54:02 EDT
 Attachments: image003.jpg

go back and tell her the financials will be sent to the seller directly from the attorney representing 7C's as well as a confidentiality agreement thats coming out tomorrow for all parties to sign.

On Mon, Jul 1, 2013 at 2:00 PM, Blake Burton <[REDACTED]> wrote:

> FYI
 >
 > Thanks,
 >
 > Blake Burton

[REDACTED]
 > Sent from my iPhone

>
 > Begin forwarded message:

>
 > *From:* "kelleyday" <[REDACTED]>
 > *Date:* July 1, 2013, 1:59:31 PM EDT
 > *To:* <blakeburton@[REDACTED]>
 > *Subject:* *Financials*
 > *Reply-To:* <kelleyday@[REDACTED]>

>
 > Need the peoples financials..both personal and on the 7C's...we have to have everything by Wednesday so just a reminder.****

>
 > ** **

>
 > Make it a great *DAY*, ****

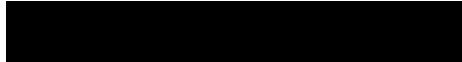
>
 > ** **

>
 > Kelley Day****

>
 > Associate Broker****

>

>



[REDACTED] - Make Your Next Move To*DAY*!****

>

> [image: Thedayteamlogo]****

>

> ** **

>

>

Document ID: 0.7.7911.324233

From: Julie Chrisley <jchrisley1@gmail.com>
To: brian.x.dow@[REDACTED]
Cc:
Bcc: mchrisley1@gmail.com
Subject: New Account Setup
Date: Wed Jul 03 2013 15:05:22 EDT
Attachments: (7C's) Certificate of Incorporation.pdf
(7C's) EIN.pdf

Brian,

Hey! Hope you are doing well. I need to open a new account.
The name will be 7C's Production, Inc.
I am attaching the EIN and the Formation Documents.

Please let me know if you need anything else.

Thanks,

Julie

Document ID: 0.7.7911.324233-000001

Owner: Julie Chrisley <jchrisley1@gmail.com>

Filename: (7C's) Certificate of Incorporation.pdf

Last Modified: Wed Jul 03 15:05:22 EDT 2013

Control No.: 13427290

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

7C'S PRODUCTIONS, INC.
a Domestic For-Profit Corporation

is hereby issued a CERTIFICATE OF INCORPORATION under the laws of the State of Georgia on **July 02, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on July 03, 2013



A handwritten signature in black ink, appearing to read "B: P. Kemp".

Brian P. Kemp
Secretary of State

Tracking #: WDs3OGvg

Articles of Incorporation

The Name of the Corporation:

7C's Productions, Inc.

The Principal Place of Business:

10945 State Bridge Road

Suite 401-300

Alpharetta, Georgia 30022

Registered Agent's Name and Address:

Leron E. Rogers, Esq.

Atlanta, Georgia 30309, Fulton County

Effective Date: July 02, 2013

Optional Provisions:

Shares:

1000000

Incorporators:

Leron E. Rogers Esq.

Atlanta, Georgia 30309

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the date set forth below:

Signed by: Leron E. Rogers Esq.

Attorney-in-Fact

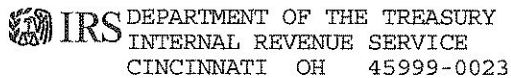
Date: July 02, 2013

Document ID: 0.7.7911.324233-000002

Owner: Julie Chrisley <jchrisley1@gmail.com>

Filename: (7C's) EIN.pdf

Last Modified: Wed Jul 03 15:05:22 EDT 2013



7CS PRODUCTIONS INC
% JULIE CHRISLEY
10945 STATE BRIDGE RD STE 401-300
ALPHARETTA, GA 30022

Date of this notice: 07-03-2013

Employer Identification Number:
46-3112606

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3112606. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

07-03-2013 7CSP B 9999999999 SS-4

7CS PRODUCTIONS INC
% JULIE CHRISLEY
10945 STATE BRIDGE RD STE 401-300
ALPHARETTA, GA 30022

Document ID: 0.7.7911.301547

From: Michael Chrisley <mchrisley1@gmail.com>
To: gfg0415@[REDACTED]
Cc:
Bcc:
Subject: Fwd: New Account Setup
Date: Wed Jul 03 2013 15:08:09 EDT
Attachments: (7C's) Certificate of Incorporation.pdf
(7C's) EIN.pdf

for your records!!!

----- Forwarded message -----

From: Julie Chrisley <jchrisley1@gmail.com>
Date: Wed, Jul 3, 2013 at 3:05 PM
Subject: New Account Setup
To: brian.x.dow@[REDACTED]

Brian,

Hey! Hope you are doing well. I need to open a new account.
The name will be 7C's Production, Inc.
I am attaching the EIN and the Formation Documents.

Please let me know if you need anything else.

Thanks,

Julie

Document ID: 0.7.7911.301547-000001

Owner: Michael Chrisley <mchrisley1@gmail.com>

Filename: (7C's) Certificate of Incorporation.pdf

Last Modified: Wed Jul 03 15:08:09 EDT 2013

Control No.: 13427290

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

7C'S PRODUCTIONS, INC.
a Domestic For-Profit Corporation

is hereby issued a CERTIFICATE OF INCORPORATION under the laws of the State of Georgia on **July 02, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on July 03, 2013



Brian P. Kemp
Secretary of State

Tracking #: WDs3OGvg

Articles of Incorporation

The Name of the Corporation:

7C's Productions, Inc.

The Principal Place of Business:

10945 State Bridge Road

Suite 401-300

Alpharetta, Georgia 30022

Registered Agent's Name and Address:

Leron E. Rogers, Esq.

Atlanta, Georgia 30309, Fulton County

Effective Date: July 02, 2013

Optional Provisions:

Shares:

1000000

Incorporators:

Leron E. Rogers Esq.

Atlanta, Georgia 30309

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the date set forth below:

Signed by: Leron E. Rogers Esq.

Attorney-in-Fact

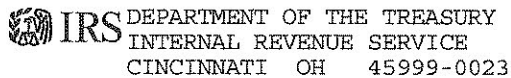
Date: July 02, 2013

Document ID: 0.7.7911.301547-000002

Owner: Michael Chrisley <mchrisley1@gmail.com>

Filename: (7C's) EIN.pdf

Last Modified: Wed Jul 03 15:08:09 EDT 2013



7CS PRODUCTIONS INC
% JULIE CHRISLEY
10945 STATE BRIDGE RD STE 401-300
ALPHARETTA, GA 30022

Date of this notice: 07-03-2013

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46-3112606

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3112606. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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07-03-2013 7CSP B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

999999999999

DATE OF THIS NOTICE: 07-03-2013
EMPLOYER IDENTIFICATION NUMBER: 46-3112606
FORM: SS-4 NOBOD

7CS PRODUCTIONS INC
% JULIE CHRISLEY
10945 STATE BRIDGE RD STE 401-300
ALPHARETTA, GA 30022

From: Michael Chrisley
Subject: The lady at the bank told mama and Julie that they
To:
Sent: January 10, 2019 8:03 AM (UTC-05:00)

The lady at the bank told mama and Julie that they should open a TN account because the GA account wasn't tied to her branch so it wouldn't show up on her report if there was ever an issue, mama was to be a signer that was added and Julie was the only signer on the GA account so Julie thought they just added mama to the new account and that she would've automatically been added because of the GA account, the bank added the new account to Julie's profile linking the GA and TN account, Julie and mama were told that the bank needed minutes or corporate docs showing mama as an officer or giving her authority to be a signer, Julie and mama left the bank, went back to the house and Julie pulled together a document showing mama as an owner and emailed that to benjiman at the bank, after getting a call telling asking her if mama was the owner Julie said "no" she corrected the document by drawing a line through mamas name, signed her name and stated she owned 100% and then mama signed the document under the change, dated it then noted on the document " Change Made " March 8th 2017, mama and Julie took the document back up to the bank on March 8th, the lady they had worked with was at lunch or out so another woman made a copy of the document and gave Julie the copy and said she would make sure the woman who opened the new account got the original, on March 13 benjiman emailed Julie telling her that they wanted to make sure that both Julie and mama had access to the accounts and they had identified some issues and would correct them. The new account was added to Julie's profile and the GA and TN account was linked together on Julie's profile, NOT on mamas profile, the remote caption machine was sent to [REDACTED] Lynnwood Blvd attention Julie and a voicemail was left from the banking center confirming that Julie received it and if she had any questions to call the person leaving the voicemail, Julie contacts BofA when the investigation started and recorded the conversation and states " when I added Faye as a signer to "MY" account what documents do you have ? " so Faye is just signer correct" Faye isn't the owner ? NO, 7C's owns the account. Why hasn't the IRS seized the funds in the GA account ? Why hasn't the IRS ever notified 7C's if they are holding funds for Michael TODD Chrisley to remit to the IRS?

From: [Krepp, Thomas \(USAGAN\)](#)
To: [Bruce Morris](#) [REDACTED]; ["Stephen Friedberg"](#)
Cc: [Peters, Annalise \(USAGAN\)](#)
Subject: Braddock materials
Date: Wednesday, May 15, 2019 6:03:00 PM
Attachments: [Braddock 3.pdf](#)
[Braddock 2.pdf](#)
[Braddock 1.pdf](#)
[Braddock Mark Ltr.pdf](#)

Bruce,

Here are three 302s for interviews of Mark Braddock. The agents are completing an additional one; we'll send that one over when it's done. You'll notice the immunity letter was signed by Randy Chartash but dated February of this year. We were unable to locate the version of the letter that Mr. Braddock and Carl had executed with Randy. We therefore asked them to sign this version. In any event, our office provided Mr. Braddock letter immunity in October 2012 and that letter immunity remains in force today. Let me know if you have any questions about this.

Thanks,

Tommy

Thomas J. Krepp
Assistant United States Attorney
[REDACTED]



U.S. Department of Justice

United States Attorney
Northern District of Georgia

Suite 600 Richard Russell Building Telephone (404)581-6009
75 Spring Street, S.W. Fax (404)581-6181
Atlanta, Georgia 30303

October 05, 2012

VIA ELECTRONIC MAIL

Mark Braddock
c/o Carl Leitz, Esq.



Re: Use Immunity

Dear Mr. Braddock:

It is my understanding that you are willing to provide information to the United States which is relevant to the an ongoing investigation of loan and bankruptcy fraud by Todd Chrisley in the Northern District of Georgia. The purpose of this letter is to set forth the terms governing your cooperation with the United States in this investigation.

Please be advised that the United States Attorney's Office for the Northern District of Georgia agrees that anything that you disclose to Assistant United States Attorneys, federal agents, a federal grand jury, during trial, or at any proceeding ancillary thereto, will not be used against you in any future criminal proceeding. Furthermore, no information obtained directly or indirectly from such information or testimony may be used against you in any criminal case. The immunity protection granted in this letter is identical to and co-extensive with immunity provided pursuant to Title 18, United States Code, Section 6002, except that crimes of violence are excluded from the terms of this agreement. However, immunity does not extend to documents you disclose which the government has already obtained from another source, or could inevitably discover and independently obtain from another source (such as bank records, telephone company records, official tax records).

It is understood that you (a) shall truthfully and completely disclose all information with respect to the activities of yourself and others concerning all matters about which this Office inquires of you, which information can be used for any purpose; (b) shall cooperate fully with this Office, the FBI and any other law enforcement agency designated by this Office; (c) shall attend all meetings at which this Office or the aforementioned law enforcement agency requests your presence; (d) shall provide to this Office any document, record, or other tangible evidence relating to matters about which this Office or any designated law enforcement agency inquires of

you; (e) shall truthfully testify before the grand jury and at any trial and other court proceeding with respect to any matters about which this Office may request your testimony; (f) shall bring to this Office's attention all crimes which you have committed, and all administrative, civil or criminal proceedings, investigations, or prosecutions in which you have been or is a subject, target, party, or witness; and (g) shall commit no crimes whatsoever. Moreover, any assistance you may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this Office and designated investigators.

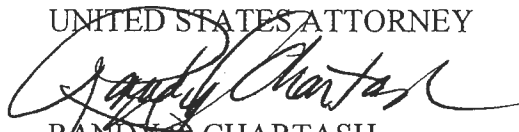
In the event that you are not completely candid and truthful, or in the event that you violate any other term of this Agreement, you may be prosecuted for making false statements, obstructing justice, committing perjury, and/or making false declarations (e.g. 18 U.S.C. §§ 1001, 1503, 1621, 1623) and any other relevant statute that is violated by your failure to comply with the terms of this letter. Each of these federal crimes carries a maximum penalty of five or ten years' imprisonment and a \$250,000 fine.

It is understood that if it is determined that you have committed any crime after signing this Agreement or have given false, incomplete, or misleading testimony or information, or have otherwise violated any provision of this Agreement, (a) all statements made by you to this Office or other designated law enforcement agents, and any testimony given by you before a grand jury or other tribunal, whether prior to or subsequent to the signing of this Agreement, and any leads from such statements or testimony shall be admissible in evidence in any criminal proceeding brought against you; and (b) you shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. It is the intent of this Agreement to waive all rights in the foregoing respects.

This agreement does not bind any federal, state, or local prosecuting authority other than the United States Attorney's Office for the Northern District of Georgia. This Office will, however, bring your cooperation to the attention of other prosecuting offices, if you so request.

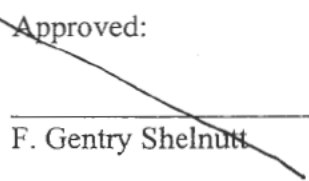
No promises, agreements or conditions have been entered into other than those set forth in this agreement, and none will be entered into unless memorialized in writing and signed by all parties. This agreement supersedes any prior promises, agreements or conditions between the parties.

Sincerely,
SALLY QUILLIAN YATES
UNITED STATES ATTORNEY



RANDY S. CHARTASH
ASSISTANT U.S. ATTORNEY

Approved:


F. Gentry Shelnut

I agree to the terms described above.


Mark Braddock

2-7-19
Date

Approved:



Carl Lietz
Counsel for Mark Braddock



FEDERAL BUREAU OF INVESTIGATION

Date of entry 11/19/2012

MARK BRADDOCK, born [REDACTED], Social Security Account Number [REDACTED], was interviewed at the office of the United States Attorney, 75 Spring Street S.W., Atlanta, Georgia 30303. After being advised of the identity of the interviewing Agent and the nature of the interview, BRADDOCK provided the following information:

Also present for the interview was BRADDOCK's attorney, CARL LIETZ and Assistant United States Attorney DOUG GILFILLAN.

BRADDOCK was asked about US ASSET MANAGEMENT. BRADDOCK stated that at the time, FANNIE MAE was no longer a client of CHRISLEY ASSET MANAGEMENT (CAM) and TODD CHRISLEY was moving to Nashville to be on a reality television program, so there was no need for the use of the name CAM. BRADDOCK and five others formed US ASSET MANAGEMENT.

US ASSET MANAGEMENT was to work with hedge funds to bundle the properties. This was a slightly different business than CAM. BRADDOCK did not have a non compete agreement with either CHRISLEY personally or CAM.

BRADDOCK was asked about several of the allegations stated in the civil R.I.C.O. case filed against him Federally in the Northern District of Georgia. BRADDOCK was asked first about the allegation that he personally stole cash from the CHRISLEYS and CAM. BRADDOCK stated that the CHRISLEYS found a 1099, for \$41,200 from a Gulf Oil Spill claim. BRADDOCK stated that \$25,000 went to CHRISLEY who deposited the money in his personal account. The remainder of the money \$16,200 went into the Embassy Bank account. BRADDOCK did not steal the money. BRADDOCK did take cash from CAM, to pay his extortioner, but charged the money to his draw account.

BRADDOCK was asked about stealing furniture and other items from a storage location. BRADDOCK stated that CHRISLEY's house on Conway was being gutted. CHRISLEY moved some items to the garage of the Conway house and some to a storage location. At the same time, CHRISLEY owed BRADDOCK \$300,000. CHRISLEY told BRADDOCK to take the items for the remodeling of his kitchen. CHRISLEY knew BRADDOCK had the items because CHRISLEY helped

Investigation on 11/15/2012 at Atlanta, Georgia, United States (In Person)File # 329A-AT-2574705 Date drafted 11/19/2012by SHARE WILLIAM E

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/15/2012, Page 2 of 3

BRADDOCK install the cabinets, organize the kitchen and helped select the colors he used.

BRADDOCK was asked about the taking of CHRISLEY's airline miles/points. BRADDOCK stated that he exchanged the miles with CHRISLEY. CHRISLEY gave BRADDOCK the miles in exchange for BRADDOCK using his miles/points to purchase an airline ticket for CHRISLEY's son. BRADDOCK also stated that the complaint against him equates miles with money, which is wrong.

BRADDOCK was asked about the false audits mentioned by CHRISLEY's accountant, GRIMLEY. BRADDOCK admitted that he created false audits and other fraudulent financial documents but they were done at CHRISLEY's request and with CHRISLEY's knowledge. BRADDOCK stated the emails reflect CHRISLEY's involvement.

BRADDOCK was asked about false insurance claims with respect to the BP Oil spill. BRADDOCK stated he filed four claims with BP, two were accurate and two were false. The two BRADDOCK filed for himself, on his properties, were legitimate. The claim for KEEL COURT was fraudulent. There was a construction loan at the time, for the property, with ALPHA COMMUNITY BANK. The property was in construction and never occupied. As previously stated the \$41,200 from this claim went to the CHRISLEYS. The fourth claim was never paid.

BRADDOCK was asked about a fraudulent short sale. BRADDOCK stated he was involved in a short sale, but it was legitimate and done with the bank's consent. BRADDOCK did a short sale on his current residence in Alpharetta. The property was sold to his wife's family trust. This is their current residence at [REDACTED] JULIE CHRISLEY was not a party to this transaction. BRADDOCK did not use JULIE CHRISLEY's real estate license to list the property. The bank, ATHENS FIRST, approved the sale.

BRADDOCK was asked about the company PPP and the installation of a key logger. BRADDOCK stated that in April, 2011, CHRISLEY and BRADDOCK hired STEVE LINDSEY, with VOCAL CLOUD, to install a key logger on CASH's computer. BRADDOCK stated he had discussions with both CHRISLEY and LINDSEY about the install. They got CASH's personal e-mail password. The password was given to CHRISLEY.

During the course of investigating CASH for inappropriate activity, BRADDOCK found out he was being followed. CHRISLEY denied having BRADDOCK followed. By this time, BRADDOCK received the results of the investigation from TREVOR PRIMO. BRADDOCK learned that PRIMO had been recording him. He

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/15/2012, Page 3 of 3

confronted CHRISLEY with the tapes. The packet from the investigation is currently with the law firm of PATTERSON, TALENT. BRADDOCK has a copy of the investigative results.

BRADDOCK stated that recently JULIE CHRISLEY filed an insurance claim, for \$400,000, for losing her wedding ring. BRADDOCK does not believe the ring was really lost.

BRADDOCK was asked about HAYDEN PACE. PACE has been CHRISLEY's attorney for approximately one and one half years. PACE was involved with the CASH matter as well. PACE was retained to get a resolution with WELLS FARGO. PACE was shown an e-mail from CHRISLEY to VARGO where VARGO is told to get with MARK to get a contract written. BRADDOCK stated there was no contract for sale at the time of CHRISLEY's claim. PACE was concerned that the suit was a false and there was no transaction. PACE withdrew as the attorney. BRADDOCK stated that PACE was no longer involved with CHRISLEY personally and he is trying to back out of working with CAM.

BRADDOCK is cooperative and can be reached through his attorney with any additional questions.



FEDERAL BUREAU OF INVESTIGATION

Date of entry 11/05/2012

MARK BRADDOCK, born [REDACTED], Social Security Account Number [REDACTED], was interviewed at the office of the United States Attorney, 75 Spring Street S.W., Atlanta, Georgia 30303. After being advised of the identity of the interviewing Agent and the nature of the interview, BRADDOCK provided the following information:

Also present for the interview was BRADDOCK's attorney, CARL LIETZ and Assistant United States Attorney DOUG GILFILLAN.

BRADDOCK graduated from Radford University with degrees in Computer Science and Math. After leaving college, BRADDOCK sold software joining SAP. BRADDOCK moved to Germany, with SAP for approximately one and one half years. BRADDOCK then did a co-op with IBM and later joined COCA COLA where he was part of an SAP implementation team. BRADDOCK later became an equity partner with a consulting firm, prior to September 11, 2001, for approximately two and one half years. BRADDOCK then went to work with his brother-in-law on a Lockheed contract.. The project was a security staffing contract for the TSA.

BRADDOCK met MICHAEL CHRISLEY approximately thirteen years ago. They met at a doughnuts for dads event at their kids school. Shortly after, CHRISLEY moved to California. CHRISLEY later moved back to Georgia. He moved back into the same subdivision where BRADDOCK was living. The two met again and discussed what they each did for a living. CHRISLEY said he was in the foreclosure sales business. BRADDOCK was in the technology business. CHRISLEY told BRADDOCK that he needed some technology help. The two began having lunch and meetings to discuss working together. The two also started a physical relationship that lasted about six months. During this time they also put an office together.

BRADDOCK and CHRISLEY formed EXECUTIVE ASSET MANAGEMENT (EAM) in 2001. When EAM first started, it was not a full time job for BRADDOCK. The company was not actually incorporated until late 2001 or early 2002.

When BRADDOCK first met CHRISLEY, CHRISLEY was in the design business. CHRISLEY worked for FOX STUDIOS designing sets for shows including the OC. CHRISLEY also flipped houses in California and had a mortgage company in

Investigation on 11/02/2012 at Atlanta, Georgia, United States (In Person)File # 329A-AT-2574705Date drafted 11/05/2012by SHARE WILLIAM E

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/02/2012, Page 2 of 7

South Carolina. CHRISLEY also had a mobile home staging company. They would design mobile home interiors to sell the mobile home as turn key.

With EAM, their first client was LITTON LOAN SERVICING. They met the people from LITTON at a trade show. EAM also established a physical location in Alpharetta, a two story town home. EAM would manage properties that were for sale by their clients. The properties were foreclosed homes. EAM would do maintenance on the homes and a number of services to get the home ready for sale. EAM would also help negotiate the sales price of the home.

For EAM, BRADDOCK did everything. BRADDOCK did accounting, sales, asset management and anything else that needed to be done. The company was primarily BRADDOCK and two employees. CHRISLEY did not have an active role. CHRISLEY helped brand the company at trade shows. At the same time CHRISLEY was flipping properties. The company operated at a 70% margin.

BRADDOCK stated that CHRISLEY got the LITTON account for EAM. Sometimes CHRISLEY and BRADDOCK would buy the LITTON inventory at a discount and flip the property. They would not sell the property at the highest price and buy it themselves. They lost the contract with LITTON because LITTON discovered they had done this on thirteen properties. Ten of the thirteen properties were flipped by CHRISLEY and three were flipped by CHRISLEY and BRADDOCK. These were properties that they did not sell at the best price. They were managing properties in twenty five states. BRADDOCK stated that LITTON caught them because a closing attorney in New York called LITTON when the closing documents on one property listed the wrong buyer. BRADDOCK stated that BOB NORELL and STACEY BAILEY were their primary contacts at LITTON. LITTON no longer exists. It was bought out by a Wall Street firm. ROBERT CRUSTON (phonetic) with ALSTON and BIRD handled the settlement for EAM.

BRADDOCK stated that DAVID CHATHAM, a builder in Atlanta, who is also on the Board of Directors for FIRST AMERICAN wanted to buy their business. They met when CHRISLEY received a \$1.1 million dollar loan from FIRST AMERICAN for his Buckhead property. CHATHAM bought the company for \$8 million dollars to be paid with \$4 million up front, in October, 2005, and \$4 million to be paid in October, 2008. At the time they were closing approximately one hundred and fifty loans per month.

BRADDOCK was paid as a contractor with EAM, a 1099 and sweat equity. BRADDOCK had an agreement that would pay him 20% of the profit and 20% of the proceeds at the sale of the company. BRADDOCK was not getting 20%. At one point he was taking personal money to pay the bills of the company. BRADDOCK also stated that he and CHRISLEY paid personal expenses from the company accounts. When the company sold, he was to get \$800,000 in October, 2005 and \$800,000 in October, 2010. CHRISLEY told BRADDOCK that the company

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/02/2012, Page 3 of 7

didn't make a profit and he would only get 10% from the sale of the company. BRADDOCK had to pay 50% of the \$600,000 settlement with LITTON. BRADDOCK only received \$400,000 from the sale of the company.

BRADDOCK stated that CHRISLEY wrote off a large amount of his personal expenses as corporate expenses. CHRISLEY's wife kept personal books for their family.

BRADDOCK stated that he stayed on to work with CHATHAM for a year. In that time, CHATHAM realized CHRISLEY didn't know anything and BRADDOCK's one year with CHATHAM became three years. BRADDOCK worked with CHATHAM from 2005 through 2008. During this time, CHRISLEY popped in and out but was not really involved with the operations. During the period from 2005 through 2008, CHRISLEY received a share of the profits from the company. He then received his final payoff in 2008. BRADDOCK was paid as an employee with CHATHAM and was paid a salary of between \$125,000 and \$150,000 plus commission. His title was Chief Operating Officer (COO).

At this point, CHRISLEY was quickly spending his initial \$4 million and popping in looking for his 50% of the profits. The company acquired OPTION 1 and FANNIE MAE as clients. The company grew three times larger over a year.

CHRISLEY at this time was also involved in organizing BROKHAVEN BANK. CHRISLEY told BRADDOCK that he could help organize, but could not be a board member because of his ex-wife's background.

BRADDOCK stated he had a dysfunctional relationship with CHRISLEY and continued to help him personally even after having his payout on EAM reduced.

At the end of 2007, CHATHAM wanted to buy CHRISLEY out early. LESTER LEE came in as an angel investor to help with CHRISLEY's buy out. They wanted to re do the business. The business lost OPTION 1 as a customer at the time of the buyout. CHRISLEY got \$3.75 million rather than \$4 million. BRADDOCK stated that CHRISLEY received \$375,000 later. The buyout was at the end of 2007 or early 2008. BRADDOCK got \$375,000 at the buyout but never received his additional \$25,000.

BRADDOCK stated that CHRISLEY ASSET MANAGEMENT (CAM) was 30% owned by BRADDOCK. When they left CHATHAM, they signed a non compete clause for customers in the Southeast. CAM signed a deal with FANNIE MAE for the West coast. They also had a deal with WILSHIRE, which was later acquired by MERRILL LYNCH, then BANK OF AMERICA and later IBM. In 2008, CAM was making

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/02/2012, Page 4 of 7

\$600,000 to \$700,000 per month in profits. CHRISLEY was spending more than he was making. CHRISLEY owed between \$350,000 and \$450,000 a month for his mortgage and lines of credit payments.

CAM did a few flips, but did mostly straight business. FANNIE MAE has a rigid system. CAM had problems. in 2009, there was a cash crunch. FH PARTNERS was owed \$5.4 million and asked for their money. They agreed to take \$2.7 million. CAM was also sued by the FDIC. FANNIE MAE told CAM that can't have that problem. To resolve the problem, CHRISLEY buys the other half of the debt, \$2.7 million. This was in mid 2009. BANK OF AMERICA then bought WILSHIRE and they lost that revenue as well.

There was no fraud in the invoicing to FANNIE MAE. CAM dragged their feet in paying their suppliers/agents. They created fraudulent checks that were shown to FANNIE MAE showing they had paid their agents when they had not. They also created false financial statements that were shown to FANNIE MAE showing a better financial position than they actually had.

BRADDOCK stated that he helped CHRISLEY with his personal financial statements. He did this with information provided by CHRISLEY. BRADDOCK stated he knew the information on the financial statements was not correct. BRADDOCK stated that in 2004, CHRISLEY probably had the money he listed on the financial statements. By 2005, CHRISLEY had no money. BRADDOCK estimated that prepared between two and three personal financial statements per month for CHRISLEY. BRADDOCK would ask CHRISLEY what he wanted the financial statements to show. There were times that different lenders received different financial statements for the same time periods. There were no documents to support the values on the personal financial statements. BRADDOCK stated he had a list of CHRISLEY's real estate holdings, but CHRISLEY gave him the values to use for the properties on the financial statements. BRADDOCK stated that CHRISLEY used a value of \$7 million for the property on HEATHERWOOD, when the value was actually \$4million. The values on the financial statements were not accurate.

BRADDOCK stated that he changed the CHRISLEY's bank statements to reflect higher balances than were in the accounts. BRADDOCK would cut and paste different amounts onto the false bank statements to be submitted to the banks. BRADDOCK and CHRISLEY referred to this as "scrapbook" or "scrap booking" items. BRADDOCK received the amounts that the bank statements needed to show from CHRISLEY. If a bank asked for a verification of deposit (VOD) CHRISLEY would just go to another bank that would not require one. By late 2010 or early 2011, CHRISLEY was moving assets into his wife's name.

BRADDOCK stated that CAM was placed into receivership and they were responding to allegations relating to the company. BRADDOCK was asked about the balance in the "rainy day" account. BRADDOCK stated that the "rainy

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/02/2012, Page 5 of 7

day" account did not have the reported balance. BRADDOCK has emails to support discussing the account with CHRISLEY.

CHRISLEY placed a contract on a \$1.5 million dollar house in RIVERCLUB. The contract and the house were to be placed in CHRISLEY's wife's name. The escrow never happened. CHRISLEY couldn't get the loan done. There was a problem with the tax returns not matching. CHRISLEY paid the earnest money but didn't move.

In June or July of 2012, CAM lost FANNIE MAE as a customer. BRADDOCK pledged his home as collateral for a line of credit with EMBASSY BANK. The line with EMBASSY was \$1.3 million. In June, CHRISLEY was filing for bankruptcy. CAM and CHRISLEY had lost their source of revenue. They were trying to work things out. EMBASSY sent CAM a notice to take their receivables. This is when they went to EMBASSY for the line of credit. In July they paid EMBASSY \$300 thousand and in August they paid EMBASSY another \$300 thousand. The balance was down to \$302 thousand. On August 31, 2012, CHRISLEY threatened to sue EMBASSY if they did not sell him the remaining note. EMBASSY sold CHRISLEY the note which had BRADDOCK's house as collateral. CHRISLEY colluded with EMBASSY.

EMBASSY had a locked the CAM account. CAM had to pay their vendors, contractors, employees and rent. EMBASSY agreed to release the money for BRADDOCK to pay their expenses but the monthly profits went to EMBASSY until the loan was paid off.

On July 31, 2012, CHRISLEY had BRADDOCK locked out of the CAM offices. CHRISLEY was in crisis and began putting everything in his wife's name.

When CHRISLEY bought the not from EMBASSY, he could now receive the money from FANNIE MAE. However, CHRISLEY did not realize that the company was in receivership. CHRISLEY also now holds the note on BRADDOCK's house.

CHRISLEY created a \$200,000 fake note and presented it to the Receiver for CAM in order to get paid. On October 2, 2012, CHRISLEY got \$218,000 from the fake note, but the court quickly issued a contempt order requiring CHRISLEY to pay back the \$218,000.

There is now also a RICO civil case, filed in Federal Court by CHRISLEY, against BRADDOCK. On 4/1/2011, BRADDOCK was arrested on an aggravated stalking charge. BRADDOCK stated this arrest was initiated by CHRISLEY.

BRADDOCK stated that CAM was always himself and CHRISLEY. BRADDOCK was not aware that CHRISLEY's wife, JULIE, had an interest in CAM. BRADDOCK stated that the operating agreement, showing JULIE's ownership, was false.

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/02/2012, Page 6 of 7

It is a backdated document.

Approximately two years ago, BRADDOCK and CHRISLEY began receiving anonymous text messages relating to their business and personal lives. The messages mentioned the reimbursements from FANNIE MAE and other details relating to the business. BRADDOCK and CHRISLEY assumed it was related to an employee that left six months before the messages started, GINA LONGO. They received two hundred texts over six months. The texts also mentioned a gay relationship. BRADDOCK reported this to the Alpharetta Police, but they were unable to do anything with the case. BRADDOCK thought maybe DONNA CASH was part of it. She quit CAM in April or May. A year later, April 1, 2012, the texts started again. BRADDOCK was told DONNA CASH had driven by his house in Florida. He was told about CASH by CHRISLEY, who's son had seen her there. There was a mutual stalking order issued in Gwinnett County with CASH and BRADDOCK.

On July 30, 2012, DONNA CASH became CHRISLEY's administrator again. BRADDOCK thinks CHRISLEY was behind the whole scheme as he was the one to re-hire CASH. CASH then has a warrant issued for BRADDOCK's arrest, claiming he was near the office where she was working. When BRADDOCK's attorney, STANTON, shows up at CAM to retrieve BRADDOCK's personal items, the police are there waiting for BRADDOCK. When BRADDOCK's attorney advised him of the warrant, he turned himself in to the police.

When BRADDOCK began receiving the harassing texts in 2012, there were gay innuendos in the messages. The messages that were sent to CHRISLEY had more direct information rather than innuendos, including a picture. The texts also referenced "ANITA" who is the wife of a doctor BRADDOCK had a relationship with. CHRISLEY would forward these messages to BRADDOCK. CHRISLEY advised that they should hire a private investigator to help determine who was behind the texts. CHRISLEY suggested they use a private investigator that helped during his divorce. BRADDOCK agreed and paid for the investigator. The investigator's name he got from CHRISLEY was JAY Last Name Unknown (LNU) who was a former GBI investigator. Through CHRISLEY, it was relayed that JAY thought the blackmailer was KEVIN LAKE, a former employee. LAKE had access to the computer system. BRADDOCK never saw JAY in person. All of the information was relayed through CHRISLEY. BRADDOCK believes the blackmailer originally wanted \$250,000 but they settled on \$85,000 to make it go away. BRADDOCK would pay the money to CHRISLEY, who would in turn, pay the black mailer. BRADDOCK stated that the blackmailer was willing to accept payments over four months. However, when CAM lost FANNIE MAE as a client, the blackmailer wanted all of the money immediately. The last payment was made on a Saturday. BRADDOCK made

329A-AT-2574705

Continuation of FD-302 of Interview of Mark Braddock., On 11/02/2012, Page 7 of 7

withdrawals during the morning then delivered the cash to CHRISLEY to pay the blackmailer. The cash was given to CHRISLEY, to deliver to the blackmailer, in a paper bag.

BRADDOCK's last contact with CHRISLEY was on July 30, 2012. BRADDOCK was at the CAM office with CHRISLEY and CHRISLEY's attorneys. CHRISLEY wagged his finger at BRADDOCK and said "you're going to jail for fraud." CHRISLEY added that the police were on the way to arrest BRADDOCK. This was said in the presence of BRADDOCK's son.

BRADDOCK stated that CHRISLEY had stock in BROOKHAVEN BANK. CHRISLEY pledged the stock certificates to both SECURITY BANK and ALPHA BANK for loans. CHRISLEY got the loan for \$400,000 from ALPHA BANK but never delivered the stock certificates to ALPHA because they had already been delivered to SECURITY BANK. This was just before ALPHA BANK failed.

BRADDOCK stated that he created fraudulent tax returns for CHRISLEY, using TURBOTAX. BRADDOCK stated he remembered preparing one fraudulent return because CHRISLEY told him he needed to show he made \$4 million. BRADDOCK stated this was the 2006 tax return. BRADDOCK completed the returns and all supporting schedules.

BRADDOCK has saved approximately 62,000 communications from CHRISLEY and will make them available for review. The emails date from 2004 through the most current. BRADDOCK stated that CHRISLEY almost always uses the same e-mail account for all communications, mchrisley1@aol.com. BRADDOCK also provided a binder with documents relevant to the investigation.

BRADDOCK is cooperative and can be reached through his attorney with any additional questions.



FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/29/2019

MARK BRADDOCK was interviewed at the United States Attorneys Office in Atlanta, Georgia. Also present and representing BRADDOCK during this interview were Attorneys Carl Leitz and Nicole Archambault. Also present were Assistant United States Attorneys Tommy Krepp and Annalise Peters and Special Agent Larry Arrow of the IRS-CI. Prior to being interviewed BRADDOCK and his attorneys were provided with an immunity letter. AUSA Krepp advised that this letter has the same terms as the immunity letter previously signed by BRADDOCK during a previous meeting with the Government. BRADDOCK and his attorney reviewed the letter and both signed the immunity letter. AUSA Krepp advised BRADDOCK of the importance of telling the truth during this interview and that failure to do so could lead to him being indicted. BRADDOCK stated that he understood and subsequently provided the following information:

BRADDOCK stated that any loan TODD CHRISLEY (CHRISLEY) obtained after 2005 was obtained using information that was fabricated. In particular, any personal financial statements that were used to get a loan for CHRISLEY were false. For example, CHRISLEY'S personal financial statements included a line item for a supposed \$4,000,000 investment at Merrill Lynch. BRADDOCK does not believe CHRISLEY ever had a Merrill Lynch account with anywhere near this much money in it. BRADDOCK never saw any evidence of such an account but he continued to include it on the personal financial statements that he submitted on CHRISLEY'S behalf. BRADDOCK noted that in CHRISLEY'S bankruptcy filing there is no mention of any such account.

Most of CHRISLEY'S lending relationships were through personal referrals and relationships. There was not a real formal process for the loans CHRISLEY received. Most of the time there was initially a handshake agreement between CHRISLEY and the loan officer and CHRISLEY then followed up with the required paperwork right around the time of the loan closing.

In around 2004/2005 (before Executive Asset Management (EAM) sold), JAMES ASKEW from United Community Bank (UCB) came to the EAM office in Alpharetta. ASKEW needed some documents for a loan file, including a tax return. CHRISLEY asked BRADDOCK to prepare a tax return for him (CHRISLEY) using numbers he provided. For example, CHRISLEY told BRADDOCK

Investigation on 02/07/2019 at Atlanta, Georgia, United States (In Person)

File # 329A-AT-2574705 Date drafted 02/13/2019

by CROMER WILLIAM A JR, RYSKOSKI STEPHEN R

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock , On 02/07/2019 , Page 2 of 7

that he needed to show that CHRISLEY was making \$3,000,000. CHRISLEY told BRADDOCK that his (CHRISLEY'S) accountant in South Carolina had passed away and CHRISLEY did not have copies of the tax returns the accountant had filed. CHRISLEY said he needed BRADDOCK to "simulate" those tax returns. BRADDOCK subsequently prepared a tax return on TurboTax using numbers provided to him by CHRISLEY for CHRISLEY to give to ASKEW. BRADDOCK does not know if the UCB loan had already been funded or not. Over time, BRADDOCK also provided personal financial statements for CHRISLEY to UCB and all of these were fraudulent.

BRADDOCK stated that in the early days of his working with CHRISLEY he felt he was "simulating" numbers like with the tax return provided to UCB. However, by 2007, BRADDOCK understood that it was all "just a shell game" and CHRISLEY did not have any money and CHRISLEY was "just a fraud". At the point BRADDOCK realized this he felt he was already committed and, therefore, could not stop helping CHRISLEY with providing false information and documents to banks and financial institutions.

BRADDOCK believes he sent false documents to the following banks /financial institutions at CHRISLEY'S direction: Alpha Bank & Trust, Athens First Bank, Buckhead Community Bank, Embassy Bank, Haven Trust, Integrity Bank, Midtown Bank, Regions Bank, Sunrise Bank, Countrywide, United Community Bank, Chase/Washington Mutual, and others. BRADDOCK noted that the CHRISLEY and BRADDOCK businesses banked at Suntrust and Chase but CHRISLEY did not really try to get loans from these institutions, except for a mortgage with Chase. Among the false documents provided to these institutions were tax returns, personal financial statements, bank statements, prenuptial agreements, trust documents, LLC documents, and others. BRADDOCK sometimes e-mailed these false documents to the banks and CHRISLEY was sometimes copied on these e-mails.

BRADDOCK advised that if a bank began asking CHRISLEY for too much information then CHRISLEY would say forget it and move on. Specifically, if a bank asked for a Form 4506-T (request for tax return transcript) or a verification of deposit then CHRISLEY would look to move on from that bank.

As discussed in a previous interview with the Government, BRADDOCK made changes to bank statements to make it appear that the bank balances were higher than they really were. BRADDOCK would cut and paste different numbers onto the bank statements. BRADDOCK and CHRISLEY referred to this as "scrapbooking". In 2011, CHRISLEY was trying to buy a house in the River Club subdivision. CHRISLEY told BRADDOCK to "scrapbook" a Suntrust bank statement showing that they had a higher balance in the company's "rainy day account". BRADDOCK cut and pasted new numbers onto a Suntrust

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/07/2019, Page 3 of 7

bank statement to add \$1,000,000 to the bank balance. BRADDOCK e-mailed the created bank statement to the bank CHRISLEY was dealing with on the River Club house; CHRISLEY was copied on this e-mail.

BRADDOCK advised that there were at least three prenuptial agreements submitted to banks that were not valid agreements. A 1996 agreement that was submitted was notarized by someone that CHRISLEY did not even know until years after that agreement was supposedly notarized. On another of the agreements the signature for JULIE CHRISLEY is the same as the signature for one of the witnesses.

BRADDOCK advised that trust documents for CHRISLEY FAMILY TRUST were submitted to banks but the paperwork supposedly setting up this trust was not valid. The attorney who set up the trust used boilerplate language for a trust being set up in Indiana and did not change the language for Georgia. BRADDOCK noted that the trust never held any assets and it was not managed like a trust.

BRADDOCK advised that the CHRISLEY ASSET MANAGMENT ownership percentages that were provided to banks were not always accurate at the times they were shown to the banks.

BRADDOCK advised that sometimes he helped CHRISLEY manage his personal finances, sometimes JULIE CHRISLEY (JULIE) managed it and sometimes CHRISLEY hired a bookkeeper to do it. BRADDOCK believes CHRISLEY was always changing who was managing his personal finances so that no one would ever know the whole story. BRADDOCK recalls one time JULIE was managing CHRISLEY'S personal finances. CHRISLEY charged around \$60,000 to have a cameo on "Desperate Housewives" even though he did not have the money available to pay for it. JULIE complained to CHRISLEY about it which made him mad. CHRISLEY came to BRADDOCK and said he was going to divorce JULIE and called her stupid. CHRISLEY asked BRADDOCK to start handling his personal finances.

BRADDOCK provided the following information on fraudulent draws that were taken against construction project loans: CHRISLEY received an approximately \$4,500,000 loan from Haven Trust relating to a South Fulton construction project. RICK CHEEK was a partner with CHRISLEY on this loan. \$3,500,000 of the loan was for the purchase of land and the remaining \$1,000,000 was for the construction of a subdivision. The only work that was ever done on the land was the tearing down of some homes and the clearing of some trees. Despite work not being done, draws were still requested from the bank and these draws were approved and the money paid out. For example, a draw was requested for environmental cleanup work that was never actually done. The invoice that was submitted to support the environmental cleanup came from a friend of CHRISLEYS and actually

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/07/2019, Page 4 of 7

related to cleanup that was done on property CHRISLEY owned in Conway, South Carolina. Other invoices used to request draws were "totally fraudulent" and were prepared by either BRADDOCK or JULIE CHRISLEY at TODD CHRISLEY'S direction. These situations arose when there was a "crisis level" need for money and the only money available was the money on the draws. BRADDOCK noted that this construction loan was in place by approximately October 2007 so the draw requests were probably made in the beginning of 2008 or so. The draws were maxed out pretty fast after the loan was finalized.

Another instance of fraudulent draws being requested relates to a loan from Buckhead Community Bank for Lot 28 Chatham Park (1015 Lancaster Square). BRADDOCK advised that at times false invoices were submitted for draws on this project and at other times real invoices were submitted but the work related to a different location/property. For example, a \$12,000 wallpaper project was submitted for a Lot 28 draw. However, the actual wallpaper work was done at the Heatherwood home. BRADDOCK was not specifically directed by CHRISLEY to submit these false invoices every time; it became an understanding that this was the way it was done. In addition, the builder on this project, KEVIN RENNICK, submitted his own actual invoices to CHRISLEY and CHRISLEY in turn submitted those invoices to the bank. The bank gave CHRISLEY the draws relating to these invoices but CHRISLEY kept the money instead of turning it over to RENNICK as payment on the invoices. RENNICK later found out what CHRISLEY was doing and RENNICK filed a lawsuit against CHRISLEY.

CHRISLEY used the e-mail address mchrisley1@aol.com. BRADDOCK never had access to this account.

BRADDOCK estimates that probably 90% of all the money that came to CAM from business loans was used by CHRISLEY to pay for his own personal purposes.

In 2008/2009 CHRISLEY had a loan with Alpha Bank. This loan was personal and not CAM-related. Alpha Bank got a new bank President who wanted to clean up the bank. The President asked CHRISLEY for some information relating to his loan and CHRISLEY told the bank President to "go fuck yourself". Alpha Bank subsequently filed a lawsuit against CHRISLEY. Alpha Bank was later taken over by the FDIC and the FDIC took over the lawsuit against CHRISLEY.

In approximately June 2012 CAM lost their relationship with FNMA. Prior to this time FNMA had used around 17 vendors to manage their foreclosed properties. FNMA made a decision to cut the number of vendors down to 3 - one for the East Coast, one for the Midwest and one for the West Coast. CAM made their pitch to be the vendor for the East Coast but

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock , On 02/07/2019 , Page 5 of 7

they were not selected. This was devastating to CAM's business. In addition, by this time the relationship between CHRISLEY and BRADDOCK was "toxic", in part because CHRISLEY had taken so much money out of CAM.

BRADDOCK had access to the bank accounts of CHRISLEY & COMPANY and was probably a signor on the accounts. CHRISLEY & COMPANY did not do any business; this was just a place for CHRISLEY'S money to go. ALINA CLERIE reconciled the CHRISLEY & COMPANY bank account every month. CHRISLEY received the benefit of all this money. BRADDOCK may have occasionally used the account but this would have been nominal. BRADDOCK had a debit card issued to him for the account but the card was stored in the office; BRADDOCK used the card to order stuff for CHRISLEY or to pay for business expenses.

BRADDOCK believes that JULIE CHRISLEY (JULIE) knew 95% of everything that was happening. BRADDOCK had multiple conversations with JULIE about CHRISLEY'S spending and his addiction to spending. JULIE knew that BRADDOCK and CHRISLEY were sending false documents to the banks. One time CHRISLEY needed a bank statement to show that he had a lot of money in the bank. BRADDOCK created a fake bank statement and sent a copy of it over to JULIE. JULIE told BRADDOCK "I can't even tell this isn't a real bank statement".

CHRISLEY had a house in Seaside, Florida, and he and JULIE had Florida driver's licenses. CHRISLEY told BRADDOCK that they could file their tax returns as Florida residents if they had a place in Florida. BRADDOCK estimates that CHRISLEY spent at most 25 days per year in Florida.

BRADDOCK filed income tax returns with the State of Georgia until 2008 or 2009. BRADDOCK started filing as a Florida resident beginning in 2009 or 2010. BRADDOCK did not spend much time in Florida until moving there permanently in 2013. GEORGE GRIMSLEY filed taxes for BRADDOCK for a couple of years.

When people began to file claims relating to the BP oil spill, CHRISLEY told BRADDOCK that he wanted money from it. BRADDOCK learned about the process for filing a claim against BP and explained the process to CHRISLEY. CHRISLEY told BRADDOCK to "make it happen". BRADDOCK subsequently created a false Schedule E for CHRISLEY and gave it to him to use with the filing of his (CHRISLEY'S) claim. BRADDOCK believes that CHRISLEY'S Florida property was uninhabitable during at least some of the time CHRISLEY was claiming that the property was being rented out because, for a long time, the property did not even have a kitchen. BRADDOCK also filed a claim with BP relating to his own Florida rental

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/07/2019, Page 6 of 7

property. BRADDOCK noted that he did rent his property out during the relevant time but he may have added more reservations than he actually had in order to increase the amount he was asking for from BP.

BRADDOCK and CHRISLEY had a physical relationship that lasted about 6 months during 2005. This relationship started before BRADDOCK and CHRISLEY began working together. The relationship "fizzled out" by the time they started working together but BRADDOCK still had an attraction to CHRISLEY. There were a "few more incidents" of physical contact between BRADDOCK and CHRISLEY over the years. BRADDOCK does not think that JULIE CHRISLEY knew about BRADDOCK and CHRISLEY'S physical relationship but believes she was suspicious about other men with whom CHRISLEY associated. BRADDOCK is aware of a physical relationship that CHRISLEY had with a chiropractor named "JEFF".

The proceeds from the sale of EAM were \$8,000,000 in total, with \$4,000,000 going to CHRISLEY in 2005 and another \$4,000,000 in 2008. CHRISLEY reported the \$4,000,000 from 2008 on his tax return but he did not report the \$4,000,000 from 2005 on his tax return. GEORGE GRIMSLEY said he did not put the 2005 amount on the tax return because it was not a taxable event.

BRADDOCK advised that 7Cs PRODUCTION was a company used for CHRISLEY'S entertainment business and he believes the company was 100% CHRISLEY'S company. BRADDOCK noted that this was not an area that he really worked in so he does not know much about 7Cs.

BRADDOCK was asked by the interviewer about his contact with CHRISLEY from January 2012 through July 2012. BRADDOCK advised that up through May of that year he saw CHRISLEY almost every day Monday through Friday unless CHRISLEY was traveling. During this timeframe, CHRISLEY described himself as the "picture of health" and BRADDOCK is not aware of any medical issues or pain issues associated with CHRISLEY. BRADDOCK noted that CHRISLEY did talk about issues with anxiety and depression and that he was considering medication for those issues.

The only revenue streams for CAM were from fees that the company earned from closings and the monies CAM received from FNMA to cover agent expenses; there were no other revenue streams for CAM. The money CAM received from FNMA came via checks and then at some point FNMA began sending the money via wire transfers. The fees CAM earned at closings came into the company via lump sum payments. The distributions from CAM that came to BRADDOCK or CHRISLEY were usually wire transfers but were occasionally checks.

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/07/2019, Page 7 of 7

Fraudulent audited financial statements were submitted to FNMA on behalf of CAM. These fraudulent statements were prepared by BRADDOCK. CHRISLEY was aware that the statements submitted to FNMA were fraudulent.

CHRISLEY'S finance person at Merrill Lynch was TOM MCDAVID.

From: [Krepp, Thomas \(USAGAN\)](#)
To: [Bruce Morris](#) [REDACTED]; ["Stephen Friedberg"](#)
Cc: [Peters, Annalise \(USAGAN\)](#)
Subject: Braddocks 302s
Date: Tuesday, June 4, 2019 11:32:00 AM
Attachments: [Interview of Mark Braddock 022619.pdf](#)
[Interview of Mark Braddock 032919.pdf](#)

Bruce and Steve,

I'm sending along the additional Braddock 302 we had discussed. See you on Thursday.

-Tommy

Thomas J. Krepp
Assistant United States Attorney
[REDACTED]



FEDERAL BUREAU OF INVESTIGATION

Date of entry 05/22/2019

MARK BRADDOCK was interviewed at the United States Attorneys Office, Atlanta, Georgia. Also present and representing BRADDOCK during this interview were Attorneys Carl Leitz and Nicole Archambault. Also present were Assistant United States Attorneys Tommy Krepp and Annalise Peters and Special Agent Larry Arrow of the IRS-CI. Prior to being interviewed BRADDOCK was advised by AUSA Krepp that this interview was being conducted under the terms of the immunity letter that BRADDOCK previously signed with the Government. BRADDOCK and his attorney stated that they understood this and BRADDOCK provided the following information:

BRADDOCK previously provided to the Government a hard drive which included email communications between BRADDOCK, TODD CHRISLEY and others, including various banks and financial institutions. After his last interview with the Government, BRADDOCK reviewed these emails and identified several that he believed were most relevant to this investigation. BRADDOCK and his attorneys compiled the emails and related documents that BRADDOCK identified into notebooks and PDF files. Each of pages in these notebooks and files was bates labeled with the term "Braddock" and the relevant page number. A copy of the PDF files were provided to the Government. During the course of this interview, BRADDOCK walked the interviewing parties through a sampling of the emails/documents included in these notebooks/PDF files. The documents pointed out by BRADDOCK during this interview are referenced by their bates label.

BRADDOCK-0016 - TODD CHRISLEY (referred to as CHRISLEY in this 302) had a mortgage with Midtown Bank relating to the property at 830 West Conway. The bank and/or underwriter were in communication with CHRISLEY and BRADDOCK about this loan and were asking questions about the source of monies in CHRISLEY'S bank accounts. CHRISLEY emailed BRADDOCK and provided him with explanations that he could give the bank in reference to the source of the monies. In the email, CHRISLEY tells BRADDOCK that he could "create another

Investigation on 02/26/2019 at Atlanta, Georgia, United States (In Person)File # 329A-AT-2574705Date drafted 03/05/2019by CROMER WILLIAM A JR, RYSKOSKI STEPHEN R

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 2 of 9

bank statement"; BRADDOCK took this to mean that he could "scrapbook" together a false bank statement. (BRADDOCK discussed "scrapbooking" in previous interviews with the Government).

BRADDOCK-0024 - AUTO EXPRESS FINANCING was a TODD CHRISLEY company but it never did anything. AUTO EXPRESS was set up to provide auto loans but BRADDOCK does not believe that a loan was ever provided to anyone.

BRADDOCK-0029 through 0034 - CHRISLEY had a loan with Alpharetta Community Bank/Alpha Bank. The bank was looking to update their loan files and asked CHRISLEY for information, including the 2006 financial statements for CHRISLEY ASSET MANAGEMENT (CAM). For 2006 CAM did not actually exist as a profitable company. CHRISLEY provided BRADDOCK with "parameters" as to what the bank was looking for with CAM and BRADDOCK "made it work". BRADDOCK created bogus 2006 financial statements for CAM using the parameters provided by CHRISLEY. BRADDOCK did this by "creating numbers" in Quickbooks. These bogus financials were then sent to the bank.

BRADDOCK-0076 through 0133 - These documents relate to an attempt to get a loan for CHRISLEY with Bank of America (BOA). BRADDOCK advised that the personal tax return for the CHRISLEYS for 2005 included in these documents is "completely false". BRADDOCK created this tax return using parameters that were provided to him by CHRISLEY. For example, CHRISLEY told BRADDOCK things like "they think I made blank". On the second page of the tax return, BRADDOCK signed for JULIE CHRISLEY and cut and pasted the signature for the CPA, GEORGE GRIMSLEY. BRADDOCK also created the personal tax return for 2004 (beginning at 106) and signed for JULIE CHRISLEY. BRADDOCK believes the income numbers for EXECUTIVE ASSET MANAGEMENT (EAM) on the financial statements at 126-127 are overstated. EAM was making money during this time frame but BRADDOCK does not think they were making this much. The financial statements for LKC, LLC, (at 128-129) contain "made up numbers". LKC "never really existed for business" but just had an employer identification number (EIN). The personal financial statement dated 7/31/07 (beginning at 130) was "typical" of the personal financial statements BRADDOCK prepared for CHRISLEY. BRADDOCK noted that CHRISLEY never had as much cash as is indicated on this form (\$4,108,000) and he did not have the Merrill Lynch securities of \$4,000,000 that are listed on this statement. BRADDOCK signed CHRISLEY'S signature on the second page of this personal financial statement (131) because CHRISLEY did not want to be bothered with

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 3 of 9

having to sign documents. BRADDOCK stated that the real estate values that were provided on this personal financial statement (132) and others were never accurate; CHRISLEY told BRADDOCK the values to use for the real estate.

BRADDOCK advised that he and CHRISLEY communicated through AOL instant messenger and a lot of times CHRISLEY directed BRADDOCK on what to do through this message service. BRADDOCK does not have copies of the AOL messages.

BRADDOCK-00140 through 146 - These documents relate to a CHRISLEY loan with ALPHA BANK. The personal financial statements sent to ALPHA BANK (143-146) are the same as the ones previously discussed at BRADDOCK-00130-132.

BRADDOCK advised that JULIE CHRISLEY'S nickname was "ass on fire" because she was always having to run around town dropping off payments and dealing with issues for CHRISLEY.

BRADDOCK-00157 through 163 - BRADDOCK emailed CHRISLEY the personal financial statement that he sent to ALPHA BANK. These are the same personal financial statements that BRADDOCK discussed at BRADDOCK 143-146 and 130-132. These personal financial statements contain false information.

BRADDOCK-00170 - CHRISLEY emailed BRADDOCK wanting him to create invoices that would let him get a draw from the bank for \$58,000.

BRADDOCK-00191 through 226 - CHRISLEY emailed BRADDOCK and JULIE CHRISLEY regarding getting information ready for Integrity Bank. CHRISLEY said that BRADDOCK would get them the "new pfs" and "new tax returns". Beginning at 199, BRADDOCK emails Integrity Bank false personal financial statements and false personal tax returns for CHRISLEY. BRADDOCK noted that CHRISLEY is on the email where he is sending the false documents to the bank.

BRADDOCK-00230 through 231 and 315 through 397 - In this email exchange BRADDOCK asks CHRISLEY who CHARLES GREEN is. CHARLES GREEN was with Sunrise Bank. GREEN approved a loan to CHRISLEY but later pulled the loan back because he got cold feet. In response to BRADDOCK'S email, CHRISLEY responded that GREEN was another lender and for BRADDOCK to get him what he needed asap because he was "out of cash". Beginning at 315 are the false tax returns and false personal financial statements that BRADDOCK sent to

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 4 of 9

GREEN. BRADDOCK noted that CHRISLEY is on the email where he is sending the false information to GREEN.

BRADDOCK-00400 through 405 - BRADDOCK sent FERGAL BRADY of Crescent Bank a bank statement for CHRISLEY ASSET MANAGEMENT for August 2007. The bank statement attached to the email is "completely cut and pasted". BRADDOCK changed the beginning and ending balances that were shown on the real bank statement to create this fake bank statement. The amounts listed as deposits, withdrawals and checks paid are accurate; BRADDOCK only changed the balances. At this point in the interview BRADDOCK was shown by the interviewer a copy of the real bank statement for CAM for August 2007 which shows a balance of approximately \$76,000 versus the \$1,255,880 balance shown on the altered bank statement.

BRADDOCK-00406 through 419 - At 406 JULIE CHRISLEY emailed BRADDOCK a copy of the October 2007 WAMU statement for CAM and at 411 JULIE emailed BRADDOCK a copy of the CHRISLEYS' personal bank statement dated 10/17/07. BRADDOCK then cut and pasted on these real bank statements to create bank statements with larger balances. At 414-419, BRADDOCK emailed CHRISLEY the altered bank statements that he created and asked for him to look them over before he sent them.

BRADDOCK-00420 through 422 - BRADDOCK used his own September 2007 personal account statement from Merrill Lynch to cut and paste together an altered statement showing that the account was for the CHRISLEYS and showing a balance of over \$776,000. BRADDOCK emailed this altered statement to CHRISLEY. CHRISLEY responded via email at 422 telling BRADDOCK that he was a "fucking genius" and telling him to "make it show 4 mil+".

BRADDOCK worked 9 to 10 hours per day and about 2 to 3 hours of this time was spent putting out fires for CHRISLEY.

BRADDOCK advised that during the time frame he was submitting false information for CHRISLEY to get loans, BRADDOCK was also getting his own loans and providing false information to the banks. Other than a couple of mortgages, BRADDOCK did later pay off all these loans so the banks did not lose any money on his loans.

BRADDOCK-00447 through 471 - BRADDOCK emailed SIMONE FLACK of Buckhead Community Bank 2006 personal tax returns for the CHRISLEYS. This tax return

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 5 of 9

is false and was created by BRADDOCK using TurboTax.

BRADDOCK-00482 through 486 and 492 through 517 - CHRISLEY emailed BRADDOCK at 482 asking him to send the 2006 tax return to STAN KRYDER at Midtown Bank. Beginning at 492 BRADDOCK emails KRYDER the false 2006 tax return that he had created for CHRISLEY (previously discussed at 447-471).

BRADDOCK-00518 through 540 - Beginning on 518 is a purchase agreement dated 2/8/08 relating to the purchase of 1067 Corsica Drive, Palisades, California, by HILLARY FRANKS from CHRISLEY FAMILY TRUST for \$5,200,000, BRADDOCK advised that HILLARY FRANKS is the daughter of BETSY MALLOY, a real estate agent in California. This was not a real contract but was prepared so CHRISLEY could try to get the bank to give him more time on a loan. BRADDOCK does not believe he prepared this contract. CHRISLEY probably got a realtor to send him a blank contract and just filled in the numbers. CHRISLEY said he was going to hire FRANKS at CAM.

BRADDOCK-00570 through 582 - ANGEL RUMPH from Washington Mutual needed a copy of the CAM operating agreement which BRADDOCK forwarded to her via this email. CHRISLEY owned 100% of CAM until 2008. After that CHRISLEY owned 70% and BRADDOCK owned 30%.

BRADDOCK-00604 through 629 - This is another example of BRADDOCK sending the same false 2006 tax returns on behalf of CHRISLEY. These were sent to HEATHER EDWARDS at Alpha Bank and Trust.

BRADDOCK-00632 through 636 - JULIE CHRISLEY sent BRADDOCK a copy of an invoice from A.L. GRADING for work that was done in the CHRISLEY'S back yard. There was a stream going through the yard that CHRISLEY did not like. JULIE sent BRADDOCK this invoice so he could "scrapbook" it and make it appear the work was done somewhere other than CHRISLEY'S house. BRADDOCK changed the invoice and then submitted it to Haven Bank for a draw.

BRADDOCK-00637 through 639 - HEATHER EDWARDS from Alpha Bank and Trust asked CHRISLEY to provide them with the original stock certificates for his investment in Brookhaven Bank. CHRISLEY had already pledged these certificates to Security Bank to get a loan from them so CHRISLEY did not actually have the original stock certificates anymore.

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 6 of 9

BRADDOCK-00649 through 650 - HEATHER EDWARDS from Alpha Bank and Trust requested financials for LKC, CAM and AUTO EXPRESS FINANCING. CHRISLEY told BRADDOCK to get her these financials. BRADDOCK told CHRISLEY that he did not have financials on any of these companies. In the email at 649 CHRISLEY told BRADDOCK to "create them like you always have".

BRADDOCK-00682 through 685 and 687 through 692 - ELIZABETH COUTU from Security Bank requested personal financial statements for CHRISLEY. CHRISLEY emailed BRADDOCK and told him to "deal with this bitch". BRADDOCK subsequently emailed COUTU the personal financial statements at 688. These financial statements contain similar misstatements as the ones previously discussed in this interview.

BRADDOCK-00708 through 712 - BRADDOCK prepared a CHRISLEY personal financial statement for Wells Fargo and emailed a copy of it to CHRISLEY for his review. In the email sending the statement to CHRISLEY, BRADDOCK tells him that he listed cash as \$1.4 million and asks "is that enough?". CHRISLEY responds and instructs BRADDOCK to list 3.8 in cash. BRADDOCK did as instructed by CHRISLEY and at 709, BRADDOCK emails BRIAN COLE at Wells Fargo a personal financial statement for CHRISLEY listing cash of \$3,845,215.

BRADDOCK-00722 through 724 - Wells Fargo requested information relating to a refinance. BRADDOCK emailed CHRISLEY and told him that he could "create a bank account stmt". CHRISLEY responded telling BRADDOCK to take care of the bank statement which BRADDOCK understood to mean that he should scrapbook together a false bank statement.

BRADDOCK-00725 through 728 - In this email CHRISLEY told BRADDOCK that if he (BRADDOCK) could not figure some stuff out then he should "find a crooked accountant to do it".

BRADDOCK-01134 through 1136 - BRADDOCK emailed CHRISLEY copies of scrapbooked bank statements that BRADDOCK had created for SELECT REAL ESTATE HOLDINGS LLC.

BRADDOCK-01194 through 1195 - BRADDOCK emailed a false financial statement for CAM to SAM CHURCHILL at Regions Bank. BRADDOCK created this false financial statement. CAM did not make \$10,000,000 in 2009.

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 7 of 9

BRADDOCK-01291 through 1335 - JULIE CHRISLEY was buying a house in Nashville, Tennessee, and trying to get a loan from Avenue Bank. Fake documents were submitted to the bank to help JULIE get the loan. Some of these documents were submitted by BRADDOCK and some were submitted directly by JULIE. The loan with Avenue Bank did not go through.

BRADDOCK-01399 through 1401 - BRADDOCK created a false personal financial statement for JULIE CHRISLEY. BRADDOCK emailed the statement to CHRISLEY and told him to share it with JULIE.

BRADDOCK-01475 through 1495 - BRADDOCK emailed three "scrapbooked" bank statements that he created to Reliant Bank. These are for a Chase Bank account in the names of CHRISLEY, JULIE HUGHES and BRADDOCK. BRADDOCK noted that CHRISLEY is copied on the email submitting the fake bank statements. BRADDOCK signed JULIE'S name on the credit application beginning at 1489.

BRADDOCK-01833 through 1837 - This is an example of CHRISLEY directly sending a scrapbooked bank statement to a lender. The attached bank statement shows CAM having a balance of \$600,000 in January 2012; BRADDOCK advised that CAM never had this much money. BRADDOCK probably did the scrapbooking to create this statement.

BRADDOCK-01841 through 1867 - This includes a 2009 tax return for CAM that was emailed to BRADDOCK from GRIMSLEY'S office. BRADDOCK advised that this return is "more likely" to be the real numbers for CAM.

BRADDOCK-01896 through 1911 - This section includes email communications relating to information that was being sent to KIMBERLY NEHILEY at Supreme Lending. CHRISLEY and JULIE needed BRADDOCK to make it appear that a particular check for \$46,000 payable to SELECT REAL ESTATE HOLDINGS from CHRISLEY AND COMPANY had posted on 10/31/11. The check had actually posted on 2/28/12. BRADDOCK did as instructed and cut and pasted information to make it appear that the check posted on 11/1/11 (1911). BRADDOCK noted that this section includes an email from JULIE to BRADDOCK and CHRISLEY attaching the original bank printout showing the check posted on 2/28/12 and telling them that the "post date is the only thing that needs to be changed" (1905-1906). There is also an email from CHRISLEY to BRADDOCK telling him to "make sure this is perfect before you send it to Kim as there cant be a screw up and she looks at this stuff fairly close" (1907).

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 8 of 9

BRADDOCK advised that in the 2012 emails there are communications discussing the following: FNMA gave CAM money with which to pay the CAM agents. CHRISLEY took this money to use for himself and gave the agents IOUs. Basically, CHRISLEY was using the agents' payments for himself and delaying the actual payments to the agents.

BRADDOCK-01914 through 1924 and 1958 through 1964 - These are examples of BRADDOCK sending CHRISLEY scrapbooked bank statements for CAM.

BRADDOCK stated that he never took any money from CAM that he was not entitled to. BRADDOCK stated that he never stole any money from CHRISLEY.

BRADDOCK-02015 through 2023 - BRADDOCK sent scrapbooked bank statements relating to a CAM account known as the "rainy day account" to KIM NEHILEY at Supreme Lending.

BRADDOCK was shown by the interviewer a "Specific Power of Attorney" between himself and CHRISLEY dated 9/29/09. BRADDOCK advised there were no "general" power of attorney agreements between him and CHRISLEY; any power of attorneys related to specific projects or special purposes like this one. This power of attorney was not something that BRADDOCK created. The signature on this agreement is CHRISLEY'S real signature.

CAM had an executive suite on the Avenue of the Stars in Los Angeles but no one ever really operated out of this office. BRADDOCK was the only person who ever worked in the office when he traveled there. BRADDOCK was shown by the interviewer a memo from Embassy National Bank dated 8/25/08 stating that CAM has "66 employees, approximately 22 in the Los Angeles Office and 44 here in Atlanta". BRADDOCK advised this is not a true statement; CAM had zero employees in Los Angeles. BRADDOCK was shown another Embassy Bank memo dated 4/23/08 which states the "corporate headquarters for CAM is in Los Angeles". BRADDOCK advised that they may have said the corporate headquarters for CAM was in Los Angeles on the CAM website due to the non-compete agreement they had. BRADDOCK was shown another Embassy Bank memo dated 9/16/08 which states that "Merrill Lynch is a large client". BRADDOCK advised that WILSHIRE CREDIT CORP. was a client of CAMs and they were owned by Merrill Lynch.

BRADDOCK was shown by the interviewer a Washington Mutual bank statement dated 8/31/07 for CHRISLEY ASSET MANAGEMENT and asked about a check for

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 02/26/2019, Page 9 of 9

\$250,000 that was payable to BRADDOCK. BRADDOCK advised that this may have been money that was owed to him by CHRISLEY. At times, BRADDOCK loaned money to CHRISLEY, including once taking a loan off of his own 401k in order to give CHRISLEY money. BRADDOCK maintained a spreadsheet that tracked the amounts he had loaned to CHRISLEY and any repayments he received from CHRISLEY.



FEDERAL BUREAU OF INVESTIGATION

Date of entry 05/22/2019

MARK BRADDOCK was interviewed via conference call. Participating in the call and representing BRADDOCK were Attorneys Carl Leitz and Nicole Archambault. Also participating in the call were Assistant United States Attorneys Tommy Krepp and Annalise Peters and Special Agent Larry Arrow of the IRS-CI. After being advised of the identities of everyone participating in the call, BRADDOCK provided the following information:

BRADDOCK was asked by the interviewer about allegations that he (BRADDOCK) went into the CAM network and fabricated emails. BRADDOCK stated that he never had access to TODD CHRISLEY'S AOL account and he never logged into this account. BRADDOCK stated he does not know how it would even be possible for him to go into the CAM network and fabricate emails. VOCAL CLOUD handled all of CAM'S IT work from 2003 through 2012 and they could provide information on how the network was managed and maintained. STAG SHELTON is the owner of VOCAL CLOUD; BRADDOCK will provide contact information for SHELTON.

BRADDOCK did have access to the email account, MChrisley@ChrisleyAM.com. This account was used for communications with people that CHRISLEY and BRADDOCK met at trade shows, etc. People were told to contact TODD CHRISLEY as the President of CAM and this was the email address that was used. CHRISLEY refused to use this account so BRADDOCK maintained it.

BRADDOCK noted that CHRISLEY has made similar allegations against BRADDOCK in the past. CHRISLEY accused BRADDOCK of impersonating him (CHRISLEY) through emails. This allegation "never went anywhere".

BRADDOCK was asked about the emails that were previously provided to the Government via a hard drive. BRADDOCK advised that 99% of the time he used Outlook for his email. At different times, BRADDOCK dumped his emails into Outlook PST files and archived these PST files onto hard drives. BRADDOCK usually did this when his email files got too big. BRADDOCK also made

Investigation on 03/29/2019 at Atlanta, Georgia, United States (Phone)
File # 329A-AT-2574705Date drafted 05/17/2019by CROMER WILLIAM A JR, RYSKOSKI STEPHEN R

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 03/29/2019, Page 2 of 3

copies of his laptop computers onto hard drives. This was done whenever he changed computers. BRADDOCK did this archiving of emails and laptops at his house and/or the CAM office. BRADDOCK collated the information that was on these hard drives and made a backup copy of them which he provided to the Government.

BRADDOCK did not save any CHRISLEY emails directly from CHRISLEY'S email accounts. BRADDOCK noted that CHRISLEY was very paranoid about people getting access to his (CHRISLEY'S) emails, network and personal information. BRADDOCK further advised that CHRISLEY'S computer was not on the CAM network.

BRADDOCK was asked by the interviewer about allegations from CAM employees that he broke into their email accounts and/or forged their signatures. BRADDOCK advised that when the receivership case originated there were four affidavits filed that alleged misconduct against BRADDOCK. These affidavits were filed on behalf of DONNA CASH, LEE NICOLSON, GEORGE GRIMSLEY and HAYDON PACE. BRADDOCK believes these affidavits were filed to try to get him out of the company and keep the company out of receivership. BRADDOCK stated that the affidavits from PACE and GRIMSLEY are "factually correct". For example, PACE actually did find "scrapbooked stuff" in BRADDOCK'S office. And, GRIMSLEY claimed in his affidavit that financial statements shown to him for CAM were not prepared by him; this is true because those financial statements were actually created by BRADDOCK, but at the direction of CHRISLEY.

BRADDOCK advised that parts of NICOLSON'S affidavit are true but not all of it. BRADDOCK noted that NICOLSON was deposed three years after her affidavit and he believes this provides information relevant to her affidavit.

BRADDOCK stated that DONNA CASH is "mentally ill". CASH accused BRADDOCK of stalking her and got him arrested. These charges were later dropped. BRADDOCK got himself a protective order against CASH. At one point, CHRISLEY believed that CASH was the person behind an extortion scheme. CHRISLEY wanted a keystroke logger put on CASH'S computer to get evidence. STEVE LINDSEY with VOCAL CLOUD actually placed a keystroke logger on CASH'S computer. CASH then used her work computer to log into her personal email account. Because of the keystroke logger, BRADDOCK was able to see the

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Mark Braddock, On 03/29/2019, Page 3 of 3

password for CASH'S personal email account. BRADDOCK provided this password to CHRISLEY and CHRISLEY used it to log into CASH'S personal email account and look at her personal emails.

At some point, BRADDOCK and CHRISLEY needed CASH'S original employment agreement but they could not find it. CHRISLEY asked BRADDOCK to put CASH'S signature on a new employee contract. BRADDOCK did as instructed by CHRISLEY and, using cut and paste, put CASH'S signature on a new employment agreement.

BRADDOCK stated he "scrapbooked" some of his own tax returns in order to satisfy requests from some of his own lenders. In addition, BRADDOCK created additional renters when he was trying to get a settlement from BP. BRADDOCK noted that CASH was involved in most everything that he did but he does not believe she would have direct knowledge of any of the "scrapbooking" that he did; BRADDOCK "kept her out of this".

BRADDOCK advised that CHRISLEY was always paranoid that people were out to get them.

BRADDOCK advised that he believes CHRISLEY basically wrote the four affidavits that were filed and just had the people sign them. NICOLSON said at some point that CHRISLEY had provided her with "bullet points" on what to say.

The following people were CHRISLEY'S confidants at CAM: DONNA CASH, LEE NICOLSON, BAILEY SMITH, and MICHELLE MYER.

BRADDOCK stated that he never embezzled any money from CAM.

BRADDOCK advised that other than himself, CHRISLEY and JULIE CHRISLEY, the only other person who would know about the flow of money at CAM would be ALINA CLERIE.

Recording 25
Recordings

Page 1

1 IN RE: DONNA CASH

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6 TRANSCRIPTION OF NEW RECORDING 25

7 TRANSCRIBED ON:

8 July 21, 2020

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17 TRANSCRIBED BY: Leslie Kelso, Certified Court

18
19 Reporter, No. 5984-9847-4039-7056.

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21 Proceedings recorded by electronic

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23 Sound recording. Transcript produced

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Recording 25
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Page 2

1 BY MR. SALINSKI:

2 Q. Hey Donna.

3 A. Hey Bill. I have a quick question. I'm looking at
4 the document. Okay. Number one, Todd and Julie are still in
5 Heatherwood. They hadn't moved them there yet. Because they
6 were still doing their dry-cleaning, it looks like in
7 Roswell.

8 Q. Yeah.

9 A. So my thing is, is this. If Mark still had access
10 to all of his information, I don't know when they opened a
11 7C's banking account with City National, but it it's just too
12 conspicuous in my opinion.

13 Q. So what do you think happened though? I mean,
14 what's your theory about how this could have happened?

15 A. My theory is that -- I don't really have a theory.
16 I'm trying to think, because the first one says they were
17 \$88,000 to the good. The second one says that they were for
18 14 in arrears. But it makes no sense when it's the same
19 timeframe, why that would be.

20 Q. I agree.

21 A. That just makes absolutely no sense. Now, unless
22 the second one passed the night, I -- but that could be
23 either, even if it was printed from the bank site.

24 Q. It's the same -- the same time period.

25 A. It's the same time period-- the whole situation --

Recording 25
Recordings

Page 3

1 and like I said, I -- my -- my suspicion is, I don't know
2 what Mark had access to at that point. I still could get to
3 it that point.

4 Q. Well you know, I mean, think this through for a
5 minute. I mean you -- you sealed the documents in.

6 A. Right.

7 Q. How could Mark have been involved in it?

8 A. Well, he really couldn't have because I sent it
9 from the Julie H account.

10 Q. Right.

11 A. Yeah. He couldn't have been involved in it. Man.
12 I just don't get it. I just really don't get it. Because I
13 would've pulled those documents from Select then. Would not
14 of been from Todd's office at Heatherwood, if he was still at
15 Heatherwood at that point, and I think he was. And that
16 would have been come from the Select office itself, so I
17 don't know. Because even when Julie and I went through --
18 worked down -- down in the basement at her computer, we -- I
19 would still take it in and file it in the office. In her
20 office.

21 Q. Well, it's safe that they said they got the one
22 that said \$86,000 balance and --

23 A. Yeah, I'm sure.

24 Q. And it looks kind of screwy. I mean, things are
25 out of line you know, they're messed up.

Recording 25
Recordings

Page 4

1 A. It almost looks like, this is my opinion. It
2 almost looks like a faxed copy, because of the way it's --
3 it's like, off-center. You know, it's not centered in the
4 page anymore and the account number is scribbled out on it.

5 Q. Right.

6 A. But the account number is not scribbled out on the
7 other one.

8 Q. Well, the other one came from their accountant, so
9 they wouldn't necessarily need to.

10 A. Okay. But -- but -- I don't know. I don't know.
11 I'm just baffled. I was just -- I don't know. I just don't
12 know. I'll keep on --

13 Q. I guess the most important question is, did Julie
14 ask you to do this?

15 A. No. Absolutely not.

16 Q. Okay.

17 A. Yes. She would never have me, ever have me falsify
18 anything.

19 Q. And what makes you say that?

20 A. What makes me say that about Julie? Because she's
21 the most honest person I've ever met in my whole life, Julie
22 wouldn't tell a lie if her life depended on it. she's just
23 that honest of a person, that genuine of a person. And you
24 don't run across those very often.

25 Q. Yeah. So they stand out.

Recording 25
Recordings

Page 5

1 A. Yes. She -- she stood out from the moment I ever
2 met her. And it's always been that way with her. She's just
3 straight up front honest. And you know, if she disagrees
4 with something, she -- she does it in her very, very nice
5 way. But she will tell you she disagrees. So yeah. No.
6 Julie would never, ever even think along those lines. Her
7 mind does not work that way.

8 Q. Well, I appreciate you calling back to clarify
9 this, and if you think of anything else please don't hesitate
10 to call. Because I would like to hear about it.

11 A. I won't. Believe me, you will be my first call.

12 Q. All right. Thank you, Donna.

13 A. Thank you. Bye.

14 Q. That was a telephone call from Donna at
15 approximately 5:15 PM on August 7, 2008, I'm sorry 2019.

16

17 (End of recording 00:05:11.0)

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Recording 25
Recordings

Page 6

C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF FULTON)

I, LESLIE A. KELSO, Certified Court Reporter for the
County of Fulton and for the State of Georgia, do hereby
certify:

That the foregoing transcript is a true and accurate
account of evidence and testimony taken by me,
to the best of my ability.

I further certify that the foregoing pages
of testimony represent a true and correct record of the
evidence given upon said plea;

And I further certify that I am not a relative by blood
or marriage, or an employee of attorney or counsel of any of
the parties in the case, nor am I financially or in no way
interested in the outcome of the action.

This, the 22nd of July 2020.

Leslie Kelso

LESLIE A. KELSO, CCR

No. 5984-9847-4039-7056

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Page 1

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00:05:11.0 5:17	attorney 6:16	depended 4:22	hey 2:2,3
1	august 5:15	disagrees 5:3,5	honest 4:21,23 5:3
14 2:18	b	document 2:4	i
2	back 5:8	documents 3:5,13	important 4:13
2008 5:15	baffled 4:11	doing 2:6	information 2:10
2019 5:15	balance 3:22	donna 1:1 2:2 5:12	interested 6:18
2020 1:8 6:19	bank 2:23	5:14	involved 3:7,11
21 1:8	banking 2:11	dry 2:6	j
22nd 6:19	basement 3:18	e	julie 2:4 3:9,17
25 1:6	believe 5:11	e 6:1,1	4:13,20,21 5:6
25271 6:21	best 6:11	either 2:23	july 1:8 6:19
5	bill 2:3	electronic 1:21	k
5984-9847-4039...	blood 6:15	employee 6:16	keep 4:12
1:19 6:24	bye 5:13	evidence 6:10,14	kelso 1:17 6:6,23
5:15 5:15	c	f	kind 3:24
7	c 6:1,1	f 6:1	know 2:10 3:1,4
7 5:15	call 5:10,11,14	falsify 4:17	3:17,25 4:3,10,10
7c's 2:11	calling 5:8	faxed 4:2	4:11,12 5:3
8	case 6:17	file 3:19	l
86,000 3:22	cash 1:1	financially 6:17	leslie 1:17 6:6,23
88,000 2:17	ccr 6:23	first 2:16 5:11	lie 4:22
a	center 4:3	foregoing 6:9,12	life 4:21,22
ability 6:11	centered 4:3	front 5:3	line 3:25
absolutely 2:21	certified 1:17 6:6	fulton 6:4,7	lines 5:6
4:15	6:25	further 6:12,15	looking 2:3
access 2:9 3:2	certify 6:8,12,15	g	looks 2:6 3:24 4:1
account 2:11 3:9	city 2:11	genuine 4:23	4:2
4:4,6 6:10	clarify 5:8	georgia 6:3,7	m
accountant 4:8	cleaning 2:6	given 6:14	man 3:11
accurate 6:9	come 3:16	good 2:17	mark 2:9 3:2,7
action 6:18	computer 3:18	guess 4:13	marriage 6:16
agree 2:20	conspicuous 2:12	h	mean 2:13 3:4,5
anymore 4:4	copy 4:2	h 3:9	3:24
appreciate 5:8	correct 6:13	happened 2:13,14	messed 3:25
approximately	counsel 6:16	hear 5:10	met 4:21 5:2
5:15	county 6:4,7	heatherwood 2:5	mind 5:7
	court 1:17 6:6,25	3:14,15	minute 3:5

Recording 25
Recordings

[moment - yeah]

Page 2

moment 5:1 moved 2:5	r	t
n	r 6:1 really 2:15 3:8,12 record 6:13 recorded 1:21 recording 1:6,23 5:17 relative 6:15 reporter 1:19 6:6 6:25 represent 6:13 right 3:6,10 4:5 5:12 roswell 2:7 run 4:24	t 6:1,1 take 3:19 taken 6:10 telephone 5:14 tell 4:22 5:5 testimony 6:10,13 thank 5:12,13 theory 2:14,15,15 thing 2:9 things 3:24 think 2:13,16 3:4 3:15 5:6,9 time 2:24,25 timeframe 2:19 todd 2:4 todd's 3:14 transcribed 1:7,17 transcript 1:23 6:9 transcription 1:6 1:25 true 6:9,13 trying 2:16
o	s	w
office 3:14,16,19 3:20 okay 2:4 4:10,16 opened 2:10 opinion 2:12 4:1 outcome 6:18	safe 3:21 salinski 2:1 says 2:16,17 screwy 3:24 scribbled 4:4,6 sealed 3:5 second 2:17,22 select 3:13,16 sense 2:18,21 sent 3:8 service 1:25 signature 6:21 site 2:23 situation 2:25 sorry 5:15 sound 1:23 stand 4:25 state 6:3,7 stood 5:1 straight 5:3 sure 3:23 suspicion 3:1	yeah 2:8 3:11,23 4:25 5:5
p		y
page 4:4 pages 6:12 parties 6:17 passed 2:22 period 2:24,25 person 4:21,23,23 plea 6:14 please 5:9 pm 5:15 point 3:2,3,15 printed 2:23 proceedings 1:21 produced 1:23 pulled 3:13		
q		
question 2:3 4:13 quick 2:3		

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Recording 26
Recordings

Page 1

1 IN RE: DONNA CASH

2
3
4
5
6 TRANSCRIPTION OF NEW RECORDING 26

7 TRANSCRIBED ON:

8 July 21, 2020

9
10
11
12
13
14
15
16
17 TRANSCRIBED BY: Leslie Kelso, Certified Court

18
19 Reporter, No. 5984-9847-4039-7056.

20
21 Proceedings recorded by electronic

22
23 Sound recording. Transcript produced

24
25 By transcription service.

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Recording 26
Recordings

Page 2

1 (Begin recording)

2 BY MR. SALINSKI:

3 This is Bill Salinski. Today's date is August 8th, 2019.

4 The time is approximately 11:00 a.m. and I'm going to call
5 Donna Cash.

6 A. Hello.

7 Q. Hey Donna, it's Bill.

8 A. Hey. Yeah, I'm sorry I missed your call. I didn't
9 hear the phone.

10 Q. No problem. And when you called back, I was
11 on the phone so, just the way it works sometimes.

12 A. Exactly.

13 Q. Hey, just a quick question. I wanted to find out,
14 because on the -- on the email that you used to send those
15 documents, did you recall what that email was?

16 A. It was Julie H, and there was some numbers. And I
17 don't remember what the numbers were.

18 Q. Okay. And how did you get access to that?

19 A. Julie gave it -- Julie created that for me to use.

20 Q. Okay. For -- for what purpose?

21 A. For -- for anything I was doing for her.

22 Q. Oh. Okay. So you weren't -- you didn't have
23 access to her other email, just this one?

24 A. Exactly. No. And I had not had access to anything
25 else.

Recording 26
Recordings

Page 3

1 Q. What other stuff have -- did you use with -- with
2 that email, you know, things that you got done for her?

3 A. You know, I can't remember. Probably just your
4 day-to-day stuff. Let me think if I can remember, it's been
5 so long. It sucks because my memory is getting worse and
6 worse. Let's see, what did I do for her?

7 Q. It's pretty good.

8 A. I don't know. I just hope I -- I'm helping. Let's
9 see. Probably sending, you know, stuff to the banks or
10 answering questions or -- or at her direction, you know. And
11 that's about it. I didn't really do a whole lot for Julie in
12 those days. You know, it was mainly just stuff for the
13 family or stuff, the whole family. And then you know,
14 setting up insurance and that, but I used my own email
15 account for that.

16 Q. Okay. But when you sent stuff out, did you -- did
17 you -- did it look like it came from her? I mean, did you
18 have your name on it or did it look like came from her?

19 A. No. I always said Donna at the end. Thanks,
20 Donna. That was my -- my normal signature.

21 Q. Okay.

22 A. But you know, it was -- it was a Julie H and four
23 number account, but I always said, Donna.

24 Q. Okay. All right. I just wanted to go back over
25 that and go over it and you know, find out kind of how it

Recording 26
Recordings

Page 4

1 came about because, just curious.

2 A. I know. I -- this -- this whole thing has got me
3 so baffled. I tried and tried last night to figure out what
4 in the heck had happened, and that -- that -- that first
5 document looked like it was either a faxed document or one
6 that had been scanned incorrectly and printed. You know,
7 that's the only thing I can think of.

8 Q. But it had -- but it had different numbers on it.

9 A. I know. And I don't get it. That makes no sense
10 to me, you know. Because I never knew of number one, of any
11 accounts being delinquent at that time at all. So when I
12 looked at the second page I'm like well, that didn't make any
13 sense. But I don't know, because I didn't handle anything as
14 far as the checkbooks went.

15 Q. But you, you sent that in. But you didn't -- you
16 didn't handle the accounts is what you're saying, you just --

17 A. Yeah. Exactly. yeah, I just sent it in and -- and
18 my thing, Bill, is I never really read anything. I was told
19 to get something, and I would get it, look at the date, and I
20 would send it.

21 Q. Okay.

22 A. You know, I was never one that really read
23 anything. Never. The whole time I worked for Todd at
24 Chrisley even, I never read anything.

25 Q. All right.

Recording 26
Recordings

Page 5

1 A. Any personal stuff, you know, anything like that.
2 Never. I wouldn't have understood half of it anyway. So I
3 just didn't have time for that and that wasn't my job to
4 read. To -- to see what was going on. My job was to do what
5 I was told to do.

6 Q. Okay. All right, Donna. Well, thank you for your
7 time and if you think of anything else, feel free to give me
8 a call.

9 A. And -- and likewise.

10 Q. All right. Thank you.

11 A. Thank you. Bye-bye

12 Q. Bye

13

14 (End of recording 00:05.01.)

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Recording 26
Recordings

Page 6

C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF FULTON)

I, LESLIE A. KELSO, Certified Court Reporter for the
County of Fulton and for the State of Georgia, do hereby
certify:

That the foregoing transcript is a true and accurate
account of evidence and testimony taken by me,
to the best of my ability.

I further certify that the foregoing pages
of testimony represent a true and correct record of the
evidence given upon said plea;

And I further certify that I am not a relative by blood
or marriage, or an employee of attorney or counsel of any of
the parties in the case, nor am I financially or in no way
interested in the outcome of the action.

This, the 22nd of July 2020.

Leslie Kelso

LESLIE A. KELSO, CCR

No. 5984-9847-4039-7056

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Recording 26
Recordings

[00:05.01. - numbers]

Page 1

0	bye 5:11,11,12	exactly 2:12,24 4:17	insurance 3:14 interested 6:18
00:05.01. 5:14	c	f	j
1	c 6:1,1	f 6:1	job 5:3,4
11:00 2:4	call 2:4,8 5:8	family 3:13,13	julie 2:16,19,19 3:11,22
2	called 2:10	far 4:14	july 1:8 6:19
2019 2:3	case 6:17	faxed 4:5	k
2020 1:8 6:19	cash 1:1 2:5	feel 5:7	kelso 1:17 6:6,23
21 1:8	ccr 6:23	figure 4:3	kind 3:25
22nd 6:19	certified 1:17 6:6 6:25	financially 6:17	knew 4:10
25271 6:21	certify 6:8,12,15	find 2:13 3:25	know 3:2,3,8,9,10 3:12,13,22,25 4:2 4:6,9,10,13,22 5:1
26 1:6	checkbooks 4:14	first 4:4	l
5	chrisley 4:24	foregoing 6:9,12	leslie 1:17 6:6,23
5984-9847-4039... 1:19 6:24	correct 6:13	four 3:22	likewise 5:9
8	counsel 6:16	free 5:7	long 3:5
8th 2:3	county 6:4,7	fulton 6:4,7	look 3:17,18 4:19
a	court 1:17 6:6,25	further 6:12,15	looked 4:5,12
a.m. 2:4	created 2:19	g	lot 3:11
ability 6:11	curious 4:1	georgia 6:3,7	m
access 2:18,23,24	d	getting 3:5	marriage 6:16
account 3:15,23 6:10	date 2:3 4:19	give 5:7	mean 3:17
accounts 4:11,16	day 3:4,4	given 6:14	memory 3:5
accurate 6:9	days 3:12	go 3:24,25	missed 2:8
action 6:18	delinquent 4:11	going 2:4 5:4	n
answering 3:10	different 4:8	good 3:7	name 3:18
anyway 5:2	direction 3:10	h	never 4:10,18,22 4:23,24 5:2
approximately 2:4	document 4:5,5	h 2:16 3:22	new 1:6
attorney 6:16	documents 2:15	half 5:2	night 4:3
august 2:3	doing 2:21	handle 4:13,16	normal 3:20
b	donna 1:1 2:5,7 3:19,20,23 5:6	happened 4:4	number 3:23 4:10
back 2:10 3:24	e	hear 2:9	numbers 2:16,17 4:8
baffled 4:3	e 6:1,1	heck 4:4	
banks 3:9	either 4:5	hello 2:6	
best 6:11	electronic 1:21	helping 3:8	
bill 2:3,7 4:18	email 2:14,15,23 3:2,14	hey 2:7,8,13	
blood 6:15	employee 6:16	hope 3:8	
	evidence 6:10,14	i	
		incorrectly 4:6	

Recording 26
Recordings

[oh - yeah]

Page 2

o	represent 6:13 right 3:24 4:25 5:6 5:10	transcription 1:6 1:25 tried 4:3,3 true 6:9,13
oh 2:22 okay 2:18,20,22 3:16,21,24 4:21 5:6 outcome 6:18	s	u
p	salinski 2:2,3 saying 4:16 scanned 4:6 second 4:12 see 3:6,9 5:4 send 2:14 4:20 sending 3:9 sense 4:9,13 sent 3:16 4:15,17 service 1:25 setting 3:14 signature 3:20 6:21 sorry 2:8 sound 1:23 state 6:3,7 stuff 3:1,4,9,12,13 3:16 5:1 sucks 3:5	understood 5:2 use 2:19 3:1
page 4:12 pages 6:12 parties 6:17 personal 5:1 phone 2:9,11 plea 6:14 pretty 3:7 printed 4:6 probably 3:3,9 problem 2:10 proceedings 1:21 produced 1:23 purpose 2:20	t	w
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question 2:13 questions 3:10 quick 2:13		y
r		yeah 2:8 4:17,17
r 6:1 read 4:18,22,24 5:4 really 3:11 4:18,22 recall 2:15 record 6:13 recorded 1:21 recording 1:6,23 2:1 5:14 relative 6:15 remember 2:17 3:3,4 reporter 1:19 6:6 6:25		

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Recording 27
Recordings

Page 1

IN RE: DONNA CASH

TRANSCRIPTION OF NEW RECORDING 27

TRANSCRIBED ON:

July 21, 2020

TRANSCRIBED BY: Leslie Kelso, Certified Court

Reporter, No. 5984-9847-4039-7056.

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Recording 27
Recordings

Page 2

1 (Begin Recording)

2 BY MR. SALINSKI

3 Q. Hey Donna.

4 A. Hey.

5 Q. Hey, did you have a chance to look at those two
6 bank statements I sent you?

7 A. Yes. Well, I see the one with the two pages?

8 Q. Yes, the same --

9 A. Yes.

10 Q. Okay. So number one, the one that has the one on
11 the left-hand side.

12 A. Uh-huh.

13 Q. That is the one that the government subpoenaed from
14 the leasing company showing that Seven Seas had a \$86,000
15 balance. And number two is a copy that came from another
16 source, which I think was the one that Todd and Julie may
17 have provided their accountant. The balance was negative
18 14,000.

19 A. Yeah, I see that.

20 Q. Yeah. So the one that you sent in showed an
21 \$86,000 balance.

22 A. Right.

23 Q. That's the one that the government is saying is
24 false.

25 A. Well, I don't know how because I mean, I didn't --

Recording 27
Recordings

Page 3

1 how do you -- how do you falsify something like that? It's
2 right there, you know what I'm saying?

3 Q. Yeah.

4 A. I -- I don't get it, because if I pulled it from
5 the file, that's the one I had. And if the second one came
6 in at a later date, I wouldn't have known that, you know,
7 until a much later time.

8 Q. Yeah. And the -- but the one that you pulled from
9 the file you said was original and you sent it in, right?

10 A. That -- That's what I thought. But this doesn't
11 look original. This one here looks like it was printed. You
12 know, printed from the site.

13 Q. But so --

14 A. I don't know.

15 Q. -- so you're not sure. But did -- did Julie tell
16 you to send in a bank statement that was falsified?

17 A. Oh, gosh no.

18 Q. I mean, based on, you know, how long you have known
19 her, is that something she would do?

20 A. Heavens no. No. Julie is as honest as the day is
21 long.

22 Q. And did Todd ever instruct you to send in anything
23 like this that was false?

24 A. No, sir.

25 Q. So it was something you sent in but you're just not

Recording 27
Recordings

Page 4

1 sure how this happened?

2 A. Exactly.

3 Q. Okay.

4 A. And number one, the first one isn't as clear a copy
5 as the second one. So the second one to me is more the
6 original, because it's clear.

7 Q. Yeah.

8 A. But -- but I would have pulled this from the file,
9 I mean if she had printed it, I don't know. I really
10 honestly do not remember. But if this -- if that's the case,
11 she would have printed it from the site.

12 Q. Uh-huh.

13 A. What's this one say? Let's see. Yeah, I have no
14 clue. I've never sent in something false. Never.

15 Q. Well, I understand that.

16 A. (Indiscernible) balance and the other one didn't.

17 Q. Yeah, I know you would never send in any anything
18 false. I just wanted to make sure that Todd and Julie didn't
19 ask you to send anything false.

20 A. Oh gosh, no. No, sir. I just don't understand.
21 I'm baffled because I don't understand how one can say that
22 it's got that much in there and then the other one says
23 that's a negative.

24 Q. I mean, when you sent this in, did it look like --
25 I mean I've heard about Mark Braddock cutting and pasting

Recording 27
Recordings

Page 5

1 stuff.

2 A. Yes, sir.

3 Q. When you sent this to them, did it look like that
4 could have been the case?

5 A. Gosh. You know, it's been so long. You know, I am
6 so sorry. It's been so long I can't remember exactly what it
7 looked like. I mean, I know I'm looking at what I sent, but
8 it doesn't look anything like the one below.

9 Q. Yeah. I understand. I guess the most important
10 part is, the most important question is -- I mean, you sent
11 it in, but they didn't ask you to send in anything that had
12 been falsified; is that correct?

13 A. Oh, yes. Exactly. Exactly. Absolutely.

14 Q. Okay.

15 A. Absolutely. And Todd was wasn't even involved in
16 this. Julie is the one that handled that. And Julie would
17 never, ever ask me to do anything false. Never has.
18 Anything I did, I dealt with -- with her,

19 Q. So Todd wasn't involved in it at all? Julie
20 prepared the lease application, gave it to you, you got the
21 bank statements and the credit report, and sent it in?

22 A. That's correct.

23 Q. Okay.

24 A. That is correct.

25 Q. Well, and then you said you also sent the utilities

Recording 27
Recordings

Page 6

1 and had the cars shipped?

2 A. Yes sir. I did.

3 Q. All right. And so, to your recollection that the
4 statements that you had that you sent it came from originals
5 of the file cabinet?

6 A. That -- to my recollection, yes.

7 Q. All right. Well

8 A. Oh, man. I feel like I haven't been much help, but
9 I just don't -- and this is baffling to me.

10 Q. Well, this is -- this is -- this took place quite a
11 long time ago and we are dealing on memory, right?

12 A. Yes. This is true.

13 Q. But as far as you know, there was no cut-and-paste
14 that took place with these statements that was -- you sent in
15 what you thought was correct?

16 A. I sent in what I thought was correct; yes, sir.

17 Q. Okay.

18 A. Yes.

19 Q. All right. well, I think that's it, Donna. I
20 appreciate your help and --

21 A. Well, I'm sorry. I don't feel like I was much
22 help. But please if there's anything else that you need from
23 me, do not hesitate.

24 Q. I will. Oh, and the other thing to is, the other
25 thing was on Julie's credit report. You say you got that

Recording 27
Recordings

Page 7

1 from her desktop?

2 A. Yes, sir.

3 Q. Okay. Clicked on the button, printed out, sent it
4 in?

5 A. Yes sir.

6 Q. Okay. All right. Well thank you, Donna. And you
7 know, if we need anything else from, you we will give you a
8 call. And I appreciate your time and --

9 A. Not a problem.

10 Q. If you -- do you have any questions for me?

11 A. No. I'd like to -- I'd like the figure that one
12 out myself.

13 Q. Yeah.

14 A. That's just the strangest thing I've ever seen.

15 Q. Well, if you think of anything else that might be
16 important to us would you get touch with me?

17 A. Oh, definitely. I would definitely reach out to
18 you.

19 Q. All right. Well --

20 A. All right.

21 Q. -- thank you.

22 A. Thank you. Bye-bye.

23 Q. Bye. Previous telephone call is with Donna Cash on
24 August 7, 2019 at approximately 5:00 p.m.

25 (End of recording 00:07:55.8)

Recording 27
Recordings

Page 8

C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF FULTON)

I, LESLIE A. KELSO, Certified Court Reporter for the
County of Fulton and for the State of Georgia, do hereby
certify:

That the foregoing transcript is a true and accurate
account of evidence and testimony taken by me,
to the best of my ability.

I further certify that the foregoing pages
of testimony represent a true and correct record of the
evidence given upon said plea;

And I further certify that I am not a relative by blood
or marriage, or an employee of attorney or counsel of any of
the parties in the case, nor am I financially or in no way
interested in the outcome of the action.

This, the 22nd of July 2020.

Leslie Kelso

LESLIE A. KELSO, CCR

No. 5984-9847-4039-7056

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Recording 27
Recordings

[00:07:55.8 - looks]

Page 1

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2019 7:24 2020 1:6 8:19 21 1:6 22nd 8:19 25271 8:21 27 1:4	c 8:1,1 cabinet 6:5 call 7:8,23 cars 6:1 case 4:10 5:4 8:17 cash 1:1 7:23 ccr 8:23 certified 1:17 8:6 8:25 certify 8:8,12,15 chance 2:5 clear 4:4,6 clicked 7:3 clue 4:14 company 2:14 copy 2:15 4:4 correct 5:12,22,24 6:15,16 8:13 counsel 8:16 county 8:4,7 court 1:17 8:6,25 credit 5:21 6:25 cut 6:13 cutting 4:25	f 8:1 false 2:24 3:23 4:14,18,19 5:17 falsified 3:16 5:12 falsify 3:1 far 6:13 feel 6:8,21 figure 7:11 file 3:5,9 4:8 6:5 financially 8:17 first 4:4 foregoing 8:9,12 fulton 8:4,7 further 8:12,15	julie 2:16 3:15,20 4:18 5:16,16,19 julie's 6:25 july 1:6 8:19
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5984-9847-4039... 1:19 8:24 5:00 7:24			kelso 1:17 8:6,23 know 2:25 3:2,6 3:12,14,18 4:9,17 5:5,5,7 6:13 7:7 known 3:6,18
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8	d	h	
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a			
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b			
baffled 4:21 baffling 6:9			

Recording 27
Recordings

[man - yeah]

Page 2

m	produced 1:23 provided 2:17 pulled 3:4,8 4:8	service 1:25 seven 2:14 shipped 6:1 showed 2:20 showing 2:14 side 2:11 signature 8:21 sir 3:24 4:20 5:2 6:2,16 7:2,5 site 3:12 4:11 sorry 5:6 6:21 sound 1:23 source 2:16 state 8:3,7 statement 3:16 statements 2:6 5:21 6:4,14 strangest 7:14 stuff 5:1 subpoenaed 2:13 sure 3:15 4:1,18	transcription 1:25 true 6:12 8:9,13 two 2:5,7,15
man 6:8 mark 4:25 marriage 8:16 mean 2:25 3:18 4:9,24,25 5:7,10 memory 6:11	q question 5:10 questions 7:10 quite 6:10	showed 2:20 showing 2:14 side 2:11 signature 8:21 sir 3:24 4:20 5:2 6:2,16 7:2,5 site 3:12 4:11 sorry 5:6 6:21 sound 1:23 source 2:16 state 8:3,7 statement 3:16 statements 2:6 5:21 6:4,14 strangest 7:14 stuff 5:1 subpoenaed 2:13 sure 3:15 4:1,18	u uh 2:12 4:12 understand 4:15 4:20,21 5:9 utilities 5:25
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need 6:22 7:7 negative 2:17 4:23 never 4:14,14,17 5:17,17 new 1:4 number 2:10,15 4:4	r 8:1 reach 7:17 really 4:9 recollection 6:3,6 record 8:13 recorded 1:21 recording 1:4,23 2:1 7:25 relative 8:15 remember 4:10 5:6 report 5:21 6:25 reporter 1:19 8:6 8:25 represent 8:13 right 2:22 3:2,9 6:3,7,11,19 7:6,19 7:20	t t 8:1,1 taken 8:10 telephone 7:23 tell 3:15 testimony 8:10,13 thank 7:6,21,22 thing 6:24,25 7:14 think 2:16 6:19 7:15 thought 3:10 6:15 6:16 time 3:7 6:11 7:8 todd 2:16 3:22 4:18 5:15,19 touch 7:16 tracscription 1:4 transcribed 1:5,17 transcript 1:23 8:9	y yeah 2:19,20 3:3,8 4:7,13,17 5:9 7:13
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p.m. 7:24 pages 2:7 8:12 part 5:10 parties 8:17 paste 6:13 pasting 4:25 place 6:10,14 plea 8:14 please 6:22 prepared 5:20 previous 7:23 printed 3:11,12 4:9,11 7:3 problem 7:9 proceedings 1:21	p p.m. 7:24 pages 2:7 8:12 part 5:10 parties 8:17 paste 6:13 pasting 4:25 place 6:10,14 plea 8:14 please 6:22 prepared 5:20 previous 7:23 printed 3:11,12 4:9,11 7:3 problem 7:9 proceedings 1:21		

FEDERAL BUREAU OF INVESTIGATION

Date of entry 08/30/2019

LINDSIE CAMPBELL was interviewed at the Atlanta office of the FBI, [REDACTED] Atlanta, Georgia. Also present during the interview was Assistant United States Attorney Annalise Peters. After being advised of the identity of the interviewing parties and the nature of the interview, CAMPBELL provided the following information:

CAMPBELL did not speak to her father, TODD CHRISLEY (TODD), from the time she was 19-20 years old through her last years of college. In about 2012, TODD reached out to CAMPBELL to see if she would be on his reality show "Chrisley Knows Best". CAMPBELL was the last member of the family to sign on to do the show. During the taping of the pilot TODD and JULIE CHRISLEY (JULIE) said that CAMPBELL wanted a million dollar wedding. This was not true and it upset CAMPBELL so she told them she was off the show. CAMPBELL then received letters from attorneys about suing her relating to the pilot; CAMPBELL does not know if the attorney represented the production company or someone else. The attorney said they were suing her for \$40,000. At the time CAMPBELL could not pay \$40,000 so she agreed to come back and do the show.

CAMPBELL was left out of a lot on the show and left out of press opportunities. Whenever CAMPBELL pressed to get more opportunities TODD was not happy. TODD was all about getting opportunities for SAVANNAH (TODD'S other daughter).

In 2016/2017 there were show renegotiations. CAMPBELL wanted to get payments for her son, JACKSON, to be on the show. CAMPBELL told TODD not to renegotiate on her behalf. This caused a problem with TODD. TODD told her she would sign the renegotiated deal or she would not get any paycheck.

In 2017 CAMPBELL filed for divorce from her husband and went to Nashville to tape the show. In the Spring of 2017 CAMPBELL was staying at TODD'S

Investigation on 07/25/2019 at Atlanta, Georgia, United States (In Person)
File # 329A-AT-2574705Date drafted 08/16/2019by CROMER WILLIAM A JR, RYSKOSKI STEPHEN R

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329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 2 of 8

house in Nashville when 6 to 8 police officers showed up at the door one morning during breakfast. TODD answered the door and dealt with the officers. CAMPBELL heard them ask about JULIE and give TODD some papers but she did not hear what it was all about. CAMPBELL did not followup or ask TODD what it was about because she assumed if he wanted to her to know he would tell her.

CAMPBELL came back to Atlanta after the police incident at TODD'S house. While back in Atlanta she heard on the news that TODD had a tax issue with the State of Georgia. CAMPBELL thought this explained the police having been at TODD'S house. TODD believed that CAMPBELL was behind the tax story being reported on the news and blamed her for it. CAMPBELL advised that the news story was actually "Kyle's doing". KYLE CHRISLEY (KYLE) is CAMPBELL'S brother and the story came from him and his ex-wife, ALEXUS WHILBY aka "LEXI" (LEXI). CAMPBELL usually kept her distance from KYLE. On one occasion KYLE asked CAMPBELL where TODD had storage units but CAMPBELL did not know the exact addresses for the storage units so she could not help him.

LEXI told CAMPBELL that JOSH WAITES was the person at the Department of Revenue handling TODD'S tax issues and gave her WAITES' contact information. CAMPBELL called WAITES and told him that she had been in Nashville when the police came to the house. WAITES told her that he had been the serving agent that day and the issue involved TODD'S residency status. CAMPBELL had been concerned about returning to Nashville with her son since the police incident at the house and so she asked WAITES if he thought it would be safe to bring kids into the situation. WAITES said probably not.

The last day CAMPBELL participated in the reality show was on the last day of show filming in 2017. CAMPBELL believes this day was either the day of, or the day after, a storage unit of TODD'S was seized by the Department of Revenue. JULIE seemed on edge that day and was very rude to the crew. CAMPBELL believes JULIE was upset about the storage unit being seized. Later that day, JULIE got mad at CAMPBELL for reading a bedtime story to CAMPBELL'S niece. JULIE got in CAMPBELL'S face, grabbed CAMPBELL'S neck and slapped her in front of TODD and the film crew. CAMPBELL was embarrassed and told TODD that she could have JULIE arrested and that this would not end well. CAMPBELL left the house and subsequently had an anxiety attack over

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 3 of 8

the incident. CAMPBELL did not file a police report on the incident. CAMPBELL hired an attorney in Atlanta to handle the situation and the media company hired their own outside counsel. CAMPBELL subsequently learned that the outside counsel hired an investigator who talked to JULIE but JULIE reversed their roles in the incident and said that CAMPBELL had been the aggressor. CAMPBELL also learned that everyone who had witnessed the incident had signed non-disclosure agreements. CAMPBELL was basically told by her attorney that she could not file a lawsuit because everyone was going to back up JULIE'S story because they were afraid of losing their jobs.

In July/August 2016 CAMPBELL had filed for divorce from her husband and their divorce was pending. In August 2016 CAMPBELL started seeing a guy named ROBBIE HAYES who had been on the "Bachelorette". HAYES also knew CAMPBELL'S half-brother, CHASE CHRISLEY (CHASE) and he and CHASE sometimes hung out together. There was a couples weekend at the Atlanta apartment of CAMPBELL'S best friend, CHELSEA PERRY. While at the apartment CAMPBELL had sex with HAYES. Later, CAMPBELL heard that PERRY was "involved in stuff" and CAMPBELL began to slowly disconnect from her. In early 2017 (approximately 1/22/2017) CAMPBELL saw PERRY out at a bar and PERRY said she wanted to be friends again. CAMPBELL ignored her and went to a different bar. PERRY followed her to the new bar and they got into an argument and PERRY was eventually escorted out of the bar by security. PERRY got very mad about this and called CAMPBELL later that night. During this call PERRY alluded that she had some type of proof that CAMPBELL and HAYES had had sex at PERRY'S apartment and told CAMPBELL that she better be careful. Shortly after this, CAMPBELL'S agent received an anonymous email saying that there was a video that had been recorded on a "puppy cam" of CAMPBELL and HAYES having sex. CAMPBELL contacted the Brookhaven Police Department regarding the email. The Brookhaven PD wanted a copy of the email but CAMPBELL'S agent (who also represents the rest of the CAMPBELL/CHRISLEY family) refused to provide the police with the email. The police also tried to contact PERRY but they were unable to reach her.

In June 2017 SAVANNAH CHRISLEY tweeted the following - "Too funny! Come after me...I really don't care...come after my mama...you're OVER!! Watch what u tell when your bed isn't clean...#literally". CAMPBELL does not know what prompted this tweet but believes it relates to the slapping incident between CAMPBELL and JULIE.

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 4 of 8

TODD subsequently responded to SAVANNAH'S tweet saying "especially since theres been more men in your bed than your husband has spent time there. #2batchelors #inlaws #videos #photos #letsdothis". This was the first time CAMPBELL heard anything from TODD about there being a tape and she believes TODD is referencing the supposed sex tape that PERRY claimed to have. CAMPBELL notes that TODD hashtagged "videos" and "2batchelors" which she believes refers to HAYES who was on the Bachelorette and JOSH MURRAY, with whom CAMPBELL also had a relationship and who was also on the Bachelorette. CAMPBELL considered the tweets from SAVANNAH and TODD to be threats towards her.

On 9/12/17 Radar Online posted an article titled "Todd Chrisley's Shame: Wife Julie's Secret Arrest Uncovered". TODD and the rest of the family believed that CAMPBELL was behind this story and blamed her for it coming out. CAMPBELL advised that she was not behind this story. The following day, 9/13/17, TODD tweeted the following - "Sometimes those that lie need 2 be exposed in order 2 stop the madness. #cheatedtwice #thxgodforpuppycams #JAMRH #suemeoverthetruth #psycho". CAMPBELL believes this tweet references the sex tape of her and HAYES. CAMPBELL noted that "JAMRH" are the initials of JOSH MURRAY (JAM) and ROBBIE HAYES (RH) and that the sex tape was supposedly recorded over a "puppy cam". Later on 9/13/17 TODD tweeted the following - "Like mother like daughter, once a cheater always a cheater, once a liar always a liar. #truthmaycostyouyourchild #itscomingout #glovesoff". CAMPBELL believes this tweet references her and is threatening her with losing her child. CAMPBELL considers both of these tweets to be threats.

On 4/9/19, CHASE tweeted the following "As a wise man once said 'the one with the gold rules' well you have nothing and have started a war that is unwinnable for you" and "....you have to stoop so low to sell fake stories about your family....." and "....revenge is a completely monster and I'm coming". CAMPBELL believes CHASE is referring to her in these tweets and believes CHASE is threatening her with the release of the sex tape which he supposedly has.

As of June 2019 CAMPBELL had not talked with TODD in approximately two years. In early June 2019 CAMPBELL received a text from her brother KYLE saying that he needed to talk with CAMPBELL in person. At the time KYLE was in Nashville shortly after being released on bond following an arrest in

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 5 of 8

Oklahoma. CAMPBELL agreed to meet with KYLE in Atlanta. KYLE and FAYE CHRISLEY aka "NANNY" (FAYE) subsequently came to Atlanta to meet with CAMPBELL. They met at a Dunkin Donuts. At first only KYLE came into the restaurant and he told CAMPBELL "we all going to jail" and you need to hear what's going on. FAYE then came into the restaurant crying. FAYE said "we are all going to jail" and that they were turning themselves in next week. FAYE said that the attorneys had received a "pre-indictment letter" from the prosecutors. FAYE said that she and JULIE were going to be in trouble for conspiracy and TODD for bank fraud, wire fraud and tax evasion. FAYE said that she had gotten signed on to a bank account and the prosecutors were saying they were hiding money. FAYE said they had been doing renovations in Nashville while SAVANNAH and CHASE were in California doing a spin-off show. KYLE asked CAMPBELL if she would talk to Dad (TODD) and she said she would if KYLE let her use his phone. CAMPBELL talked on the phone with TODD while they were all still at Dunkin Donuts. On the call TODD asked CAMPBELL to meet with him in Chattanooga. CAMPBELL thought TODD was going to apologize to her for everything that had happened between them so she agreed to meet with him and drove to Chattanooga that same day. CAMPBELL advised that she got the sense that TODD had sent KYLE and FAYE to Atlanta just to set up this meeting with him.

CAMPBELL and TODD met at a restaurant in Chattanooga. Before going into the restaurant TODD insisted that CAMPBELL leave her phone in her car. Once in the restaurant TODD told her that he was going to be indicted for conspiracy and tax evasion and it was going to be bad and all over the media. TODD questioned CAMPBELL about her involvement in all this. CAMPBELL told him that she had heard about the indictment from FAYE. TODD continued to press CAMPBELL about her involvement in everything and told her that he knew she had met with JOSH WAITES of the Department of Revenue numerous times, including once at a Starbucks. CAMPBELL told TODD that she had talked with WAITES on the phone but never met him in person. TODD continued to insist that CAMPBELL had met with WAITES and claimed that she had had an inappropriate relationship with WAITES. CAMPBELL became angry at TODD and told him she was sick of all this and brought up the threatening tweets and told TODD that he needed to stop and he needed to tell CHASE to stop. TODD told CAMPBELL that she needed to be careful with CHASE because what he had she did not want to mess with. TODD said that CHASE had a sex video from a puppy cam of CAMPBELL and ROBBIE HAYES that he bought from

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 6 of 8

PERRY for \$5,000. CAMPBELL told TODD it was a "supposed" sex tape and TODD responded "not supposedly, it's the truth". CAMPBELL told TODD it was a crime for someone to sell a sex tape. TODD responded it's not criminal, maybe civil, and warned CAMPBELL to "just be careful". The meeting ended and TODD told CAMPBELL he would call her later.

CAMPBELL advised she has never met JOSH WAITES in person. CAMPBELL has talked with WAITES on the phone and via texts. Most of these calls/texts have been CAMPBELL wanting to get information on the tax case involving TODD. On at least one occasion WAITES contacted her to thank her for doing a charity event for cancer and told her that his son had cancer.

Later in June 2019 (after the meeting with TODD in Chattanooga), TODD called CAMPBELL and asked her if she had any bank records from the time she was in the bank in Nashville and saw FAYE and JULIE there. CAMPBELL told TODD she would check her records. CAMPBELL advised the interviewing agents that she recalls a time when she was at the CHRISLEY house in Nashville and she heard JULIE tell FAYE that they needed to go to the bank and get FAYE put on as a signor. Later that day CAMPBELL went to the Bank of America to deposit a check for herself and when she pulled into the bank lot she saw JULIE'S Escalade in the lot. CAMPBELL went into the bank and saw JULIE and FAYE. CAMPBELL talked with FAYE and FAYE told her she was there "to get signed on to that account".

CAMPBELL subsequently found a record of her visit to the bank and TODD told her it proved she was really there at the bank and she needed to take that document to attorney VIVIAN HOARD'S office at Taylor English. CAMPBELL went to the Taylor English office in Atlanta and when she arrived there was a videographer in the room. Also in the room were HOARD, a court reporter and attorney STEVE FRIEDBERG. CAMPBELL told them that she thought she was just coming to drop something off and she did not know what was going on. FRIEDBERG told her that he wanted to ask her some questions about the bank record and that HOARD wanted to ask her questions about JOSH WAITES. Then, prior to going into the conference room with the videographer, HOARD asked CAMPBELL how many times she had met with WAITES. CAMPBELL told her never. HOARD then pulled FRIEDBERG off to the side and they had a private conversation. HOARD and FRIEDBERG then took CAMPBELL into the conference room with the videographer and they began filming their questioning of CAMPBELL. FRIEDBERG began by asking generic questions and then questions

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 7 of 8

about the bank record. HOARD then asked questions about WAITES and about the news reports on WSB regarding TODD'S taxes. At the end of the meeting FRIEDBERG told CAMPBELL that she was credible and asked her to turn her phone over to a forensics person. CAMPBELL told him that she would but she actually had no plans on really doing that.

Over the next few weeks CAMPBELL continued to receive phone calls and texts from FRIEDBERG asking her to turn over her phone. CAMPBELL told him she was uncomfortable doing this. FRIEDBERG told her they were only going to download the text messages she had relating to WAITES and MARK BRADDOCK (TODD'S ex-business partner). CAMPBELL continued to tell FRIEDBERG she was uncomfortable turning over her phone but FRIEDBERG continued to text her and told her he could subpoena her. CAMPBELL pulled these text messages up on her phone and allowed the interviewing agents to take screen shots of the messages.

On approximately 6/25/19 TODD texted CAMPBELL regarding the sex tape. In the text messages TODD referenced PERRY offering the tape for sale to CHASE. CAMPBELL pulled these text messages up on her phone and allowed the interviewing agents to take screen shots of the messages.

On 7/15/2019 CAMPBELL received a letter from Taylor English asking her to preserve electronically stored information. CAMPBELL immediately texted FRIEDBERG and called HOARD about the letter. After her call with HOARD, CAMPBELL talked with LEXI who said TODD had just called her. LEXI said TODD was going ballistic on CAMPBELL and told her that CAMPBELL was going to get what was coming to her and that he knew she was behind all this. LEXI said that TODD did not mention the sex tape during this conversation but he had mentioned it to her in the past.

On 7/16/19 CAMPBELL filed a police report with the Cherokee County Sheriff's Office regarding the threats she had received relating to the supposed sex tape. CAMPBELL was told by the police that they could not do anything about the matter since the threats did not specifically mention CAMPBELL by name. CAMPBELL then contacted the FBI and filed a complaint regarding the threats. CAMPBELL provided the interviewing agents with a copy of the police report from Cherokee County.

Within the last couple of days TODD has mentioned to people like LEXI

FD-302a (Rev. 5-8-10)

329A-AT-2574705

Continuation of FD-302 of (U) Interview of Lindsie Campbell, On 07/25/2019, Page 8 of 8

that CAMPBELL is "behind all this stuff" and that she is a snake, manipulative and is going to be sued.

CAMPBELL last talked with MARK BRADDOCK in approximately 2011. CAMPBELL believes that BRADDOCK is a liar. CAMPBELL advised that on one occasion she was leaving her apartment complex and she saw BRADDOCK driving into the complex in TODD'S custom Range Rover. CAMPBELL followed BRADDOCK back into the complex and BRADDOCK was driving really slow. CAMPBELL got out and confronted BRADDOCK. BRADDOCK told her TODD had asked him to find CAMPBELL'S address. CAMPBELL told BRADDOCK he needed to leave.

CAMPBELL provided the interviewing agents with copies of the following documents which are attached to this 302: the 6/29/17 tweet from SAVANNAH, the 9/13/17 tweets from TODD, the document preservation letter from Taylor English, the 9/12/17 Radar Online article, the 7/16/19 Cherokee County Sheriff's Office police report, the 4/9/19 tweet from CHASE, and an email from TODD to CAMPBELL dated 2/20/12 with the subject line "Cease and Desist". CAMPBELL also allowed the interviewing agents to take pictures of text communications with TODD CHRISLEY (phone number [REDACTED]) and STEVE FRIEDBERG (phone number [REDACTED] labeled in CAMPBELL'S phone as "Federal Attorney"). Copies of these pictures are attached to this 302.

From: Lindsie <lindsiecampbell[REDACTED]>
Sent: Tuesday, August 13, 2019 6:02 PM
To: Ryskoski, Stephen R. (AT) (FBI) [REDACTED]
Subject: Chrisley

Hi Stephen, there's been some concerning things that chase has been posting that I'm worried. Can you follow up with me. These are very suggestive- maybe I'm just truly afraid, but this is insane. If you could just guide me in the right direction!

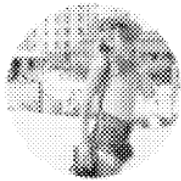
Thank you,
Lindsie

FBI_EMAIL_000149

5:59



Tweet



Lindsie Chrisley



Your next season is going to cause
some people to wish they had treated
you better ❤️

11:42 AM · 8/12/19 · Twitter for iPhone

||| View Tweet activity

853 Retweets 2,179 Likes



tyler.kaney

1d



Replying to

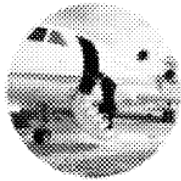
Or do something nice for someone else

FBI_EMAIL_000150

5:59



Tweet



Chase Chrisley



Crazy how life works.. when you realize who the snakes in the grass are you know exactly which direction to push the lawn mower #SeasonOfLife❤️

3:51 PM · 8/12/19 · Twitter for iPhone

38 Retweets 324 Likes



Nikki Russell



· 1d



Replying to @ChrisleyChase

Oh snap!



FBI_EMAIL_000152

5:59



Photo



chasechrisley



FBI_EMAIL_000154

From: Lindsie <lindsiecampbell[REDACTED]>
Sent: Thursday, August 15, 2019 7:11 AM
To: Ryskoski, Stephen R. (AT) (FBI) [REDACTED]
Subject: Re: Chrisley

FYI
Kyle leaked this to TMZ

<https://www.google.com/amp/s/amp.tnz.com/2019/08/15/todd-chrisley-daughter-extortion-sex-tape-taxes-indictment/>

Sent from my iPhone

On Aug 13, 2019, at 6:33 PM, Ryskoski, Stephen R. (AT) (FBI) [REDACTED] wrote:

Can I call tomorrow to discuss?

Special Agent Stephen Ryskoski
Federal Bureau of Investigation
Atlanta Field Office
[REDACTED]

On Aug 13, 2019 6:03 PM, Lindsie <lindsiecampbell[REDACTED]> wrote:

Hi Stephen, there's been some concerning things that Chase has been posting that I'm worried. Can you follow up with me. These are very suggestive- maybe I'm just truly afraid, but this is insane. If you could just guide me in the right direction!

Thank you,
Lindsie
<image1.png>

<image2.png>

<image3.png>

Sent from my iPhone

FBI_EMAIL_000733

From: Lindsie <lindsiecampbell[REDACTED]>
Sent: Thursday, December 17, 2020 12:47 PM
To: Ryskoski, Stephen R. (AT) (FBI) [REDACTED]
Subject: [EXTERNAL EMAIL] - Follow up

Good afternoon,

I hope you both are having a good day & getting ready for the holiday with your families.

I just wanted to follow up from our phone call earlier this week. I was made aware that again, on yesterday's podcast episode that he was going to expose & exploit & that I am worried. Which makes matters even worse that he's acknowledging that he's instilled a level of fear. I want to reiterate that I am fearful because I know what he's done to other people, in combination with the call my previous counsel received & the call I received at 10:03PM EST Saturday night. I also know what he did to me last August using the same words on tweets, "exposed." All of these actions are due to the fact that he's under federal Indictment & uses me to gaslight, harass and threaten through different avenues. I am no longer comfortable & this should be submitted to the court.

Due to the long arm statute in the state of Georgia I cannot get a domestic restraining order, but there needs to be one in place while they continue to delay hearings citing covid as the reason.

If you could please give me an update on where you guys are with this I would greatly appreciate it.

Thank you,
Lindsie Chrisley Campbell
[REDACTED]



FBI_EMAIL_000003

From: Lindsie <lindsiecampbell[REDACTED]>
Sent: Saturday, December 26, 2020 5:36 PM
To: Ryskoski, Stephen R. (AT) (FBI) <[REDACTED]>
Subject: [EXTERNAL EMAIL] - Chrisley Follow up

Good afternoon,

I hope you had a wonderful Christmas. However, another holiday goes by & I'm still victim of Todd Chrisley's harassment.

I did as you all directed, spoke to Kimberly in Nashville who reported to her supervisor in Atlanta — Officer Crawford, whom I left two messages for prior and never got a returned call.

She informed me that she was going to be contacting Todd on his behavior & would be speaking to her supervisor who reports to the court. I told Officer Crawford my concerns with her contacting Todd rather than going through the legal system for there to be an order for him to stop & my concerns were confirmed on his podcast released on Wednesday December 23, 2020.

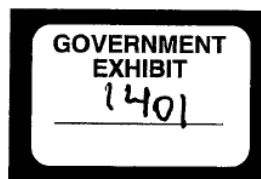
Again, I will reiterate, this has absolutely zero to do with his freedom of speech. This has to do with the fact I was informed last August that he was made aware that he was not to be speaking about me and harassing me & I deal with this on a weekly basis. This is all due to the fact that he's under federal indictment. I'm told he & Chase are having me followed & now he's claiming he wants charges taken out against me for filing a false police report. I've never filed any false report. This is a direct attempt by himself & his legal counsel to silence me. His attempts to create conspiracy theories around his current situation is old & tired. The government might be standing by to allow him to continue. However, I'm a human being that has experienced extreme amount of emotional stress & financial stress because of this.

I am again requesting, as I have before, as I have through his probation officer that dodges calls, for there to be an injunction or protection order issued through his federal case. I'm starting to wonder if she takes her job seriously, if she's biased or what is actually going on.

I have remained silent on this matter, in hopes that going about this the right way would work itself out. I will not continue to be silent and plan to shed light on what I have been subjected to as far as this case is concerned. I am in no way, shape or form involved with this monster, I've ask to simply have protection through the courts that will stop him from weekly harassment until his case is heard and justice is served.

I would like an opportunity to present the factual information to the judge on this case through the clerk of court & for her to tell me no. No human being should have to be victim of this kind of behavior especially when this individual is out on bond with no end in sight. It really gives you zero hope in the system, this proves that with a little money and power — you can get away with anything.

Thank you,
Lindsie Chrisley Campbell
[REDACTED]



FBI_EMAIL_000001

From: Lindsie <lindsiecampbell [REDACTED]>
Sent: Monday, January 4, 2021 2:29 PM
To: Ryskoski, Stephen R. (AT) (FBI) [REDACTED]
Subject: [EXTERNAL EMAIL] - Re: Chrisley Follow up

Good afternoon,

I just wanted to follow up with you as I told you that I would. I have again, left two messages for officer Crawford and yet to have a returned call.

Please let me know if you advise me handling this situation in another way.

Thank you,
Lindsie Chrisley Campbell

> On Dec 26, 2020, at 5:35 PM, Lindsie <lindsiecampbell [REDACTED]> wrote:

>

> Good afternoon,

>

> I hope you had a wonderful Christmas. However, another holiday goes by & I'm still victim of Todd Chrisley's harassment.

>

> I did as you all directed, spoke to Kimberly in Nashville who reported to her supervisor in Atlanta — Officer Crawford, whom I left two messages for prior and never got a returned call.

>

> She informed me that she was going to be contacting Todd on his behavior & would be speaking to her supervisor who reports to the court. I told Officer Crawford my concerns with her contacting Todd rather than going through the legal system for there to be an order for him to stop & my concerns were confirmed on his podcast released on Wednesday December 23, 2020.

>

> Again, I will reiterate, this has absolutely zero to do with his freedom of speech. This has to do with the fact I was informed last August that he was made aware that he was not to be speaking about me and harassing me & I deal with this on a weekly basis. This is all due to the fact that he's under federal indictment. I'm told he & Chase are having me followed & now he's claiming he wants charges taken out against me for filing a false police report. I've never filed any false report. This is a direct attempt by himself & his legal counsel to silence me. His attempts to create conspiracy theories around his current situation is old & tired. The government might be standing by to allow him to continue. However, I'm a human being that has experienced extreme amount of emotional stress & financial stress because of this.

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> I would like an opportunity to present the factual information to the judge on this case through the clerk of court & for her to tell me no. No human being should have to be victim of this kind of behavior especially when this individual is out on bond with no end in sight. It really gives you zero hope in the system, this proves that with a little money and power — you can get away with anything.

>

> Thank you,

> Lindsie Chrisley Campbell
[REDACTED]

FBI_EMAIL_000020

Re: Miss FL USA/Teen USA Recap

From: Michael Chrisley <mchrisley1@gmail.com>
To: Peter Tarantino [REDACTED]
Date: Sun, 30 Jul 2017 22:14:04 -0500

Thx so much , can you check with the IRS bitch to make sure she has adjusted the payoff from my 500k number to reflect the 98k please ? Also, let's chat tomorrow about the other returns that need to be filed as well as the lien she filed in TN that I had already paid but is still showing active and not cleared

Sent from my iPhone

On Jul 30, 2017, at 6:12 PM, Peter Tarantino [REDACTED] wrote:

Almost all data has been input to date
As soon as I get EIN letter we can get the QuickBooks online up and running and move the entire file to the cloud!

Peter J Tarantino CPA
[REDACTED]

Sent from my iPhone

On Jul 30, 2017, at 5:48 PM, Michael Chrisley <mchrisley1@gmail.com> wrote:

Hey,
What's up with the quickbooks ? I never heard back from you on this ?

Sent from my iPhone

Begin forwarded message:

From: Robin Ross-Fleming [REDACTED]
Date: July 30, 2017 at 9:19:31 AM EDT
To: Michael Chrisley <mchrisley1@gmail.com>, julie chrisley <jchrisley1@gmail.com>
Subject: Miss FL USA/Teen USA Recap

Hi Team CHRISLEY!!

Thumbnail recap

For the financial recap, still waiting for Peter to finish the QuickBooks set up so I can generate reports easily.

1. Theatre - Working on the Straz Theatre Show, have 2 bids in and 3 more coming in this week for production. The theatre has many of the lighting elements we need, a BLESSING, and the theatre staff is beyond easy to work with we are still a few weeks before a formal contract needs signing, but the theatre has committed in writing to our dates, and is willing to wait on the deposit so that is also great. We will DEFINITELY be having 2 shows a day, and I have worked out all the Union details so should have zero overtime, and zero meal penalties. We will only have 5

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union people on Saturday and cutting down to 4 on Sunday to keep costs at a minimum. We already have a informal commitment for the much larger theatre next year, the Morisani, which seats 2600.

2. Pizza Party/ Brandy Cyrus - in chats to have her DJ the Pizza Party for Savannah, this is shaping up to be a great centerpiece of fun for the girls, and will be seeking 3-5 sponsors for this event in the next week or two, once I get some more fundamentals developed.

3. Website, added the automated payment pages this past week so all can pay online now, upcoming for this week

- the ad pages are being written and will be up for girls to submit their ads (\$900 in revenue to us) and sell additional ads to fundraise.
- the Little Sister pages will be up for information and automated payment.
- Gold Sponsors pages will be added this week,

4. Florida City Tour, in the planning stages for Orlando, Tampa, Naples, Jacksonville, Miami and West Palm Beach city tour - I am developing an outreach packet for this tour with a color flyer, a 'Nominate A #GirlBoss' campaign for mayors, Kiwanis clubs, Jaycees and other entities to nominate and sponsor girls to have their org represented on stage.

5. Social Media - finally have access to the Teen IG page, have grown so far with new postings over 800 fans (from about 300 last week) and have about 11 new Teen entrants as a result. We are over 10k now on Miss, so exciting!

6. Sponsorship - Adding a new level of sponsorship from \$2500-\$5000 as GOLD, and I have two people working on bringing in more gifts for the swag bag, underwriting for the events and signage.

7. Entrants are at 335, more coming in daily. We will definitely be over 300 paid after the city tour. I will have to cap it at 360 - 180 paid in each division, just to comply with fire safety laws behind stage.

I have a new PNL I worked up, just waiting on the Quick books so I can double check my numbers.

Happy Sunday!

Robin

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From: Michael Chrisley
Subject: Re: appraiser
To: Peter Tarantino
Sent: August 29, 2017 1:48 PM (UTC-04:00)

That's perfect , we are filming the cooking show today so what do you need about credit card payments ?

Sent from my iPhone

On Aug 29, 2017, at 12:04 PM, Peter Tarantino [REDACTED] wrote:

I may also say something like **"now that the tax issue is a public matter they may use their public tv platform to talk about how you conducted your business with them"**
You okay with that?

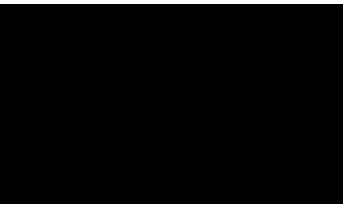
P.S. can we talk about credit card processing for the pageant?

Peter

You can send us files and documents securely by clicking here [REDACTED]

<image001.png>

Peter J Tarantino CPA PC



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From: Michael Chrisley [<mailto:mchrisley1@gmail.com>]
Sent: Tuesday, August 29, 2017 1:02 PM
To: Peter Tarantino <[REDACTED]>
Subject: Re: appraiser

Scare the fuck out of her and let her know that from what you hear the Chrisley's are going after her insurance for damages

Sent from my iPhone

On Aug 29, 2017, at 11:47 AM, Peter Tarantino <[REDACTED]> wrote:

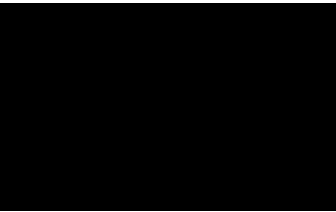
Cool, I get to tell her off

Peter

You can send us files and documents securely by clicking here
[REDACTED]

<image001.png>

Peter J Tarantino CPA PC



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From: Michael Chrisley [<mailto:mchrisley1@gmail.com>]

Sent: Tuesday, August 29, 2017 12:47 PM

To: Peter Tarantino <[REDACTED]>

Subject: Re: appraiser

Tell her to get her check from the Dept of revenue and use the same contact to get paid as she did to disclose Peronal information about her clients

Sent from my iPhone

On Aug 29, 2017, at 10:38 AM, Peter Tarantino <[REDACTED]> wrote:

The furniture appraiser is calling for payment.

I am happy to tell her off but don't want to deprive you of that privilege.

Just let me know how you want to proceed.

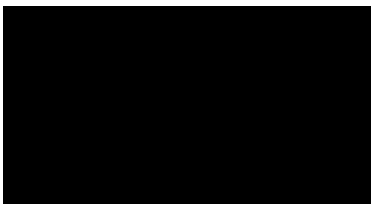
Peter

You can send us files and documents securely by clicking here



<image001.png>

Peter J Tarantino CPA PC



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