

CAUSE NO. 2017-73196

MATTRESS FIRM, INC.,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	
BRUCE LEVY, ALEXANDER DEITCH,	§	
RYAN VINSON, COLLIERS	§	
INTERNATIONAL—ATLANTA, LLC,	§	HARRIS COUNTY, TEXAS
PREFERRED REALTY, LLC, CHASE	§	
VENTURES LLC, ABR INVESTMENT,	§	
LLC, PREFERRED DEVELOPERS, LLC,	§	
TERRA CONSULTING II LLC, OLDACRE	§	
MCDONALD, LLC, MARK MCDONALD,	§	
QUATTRO DEVELOPMENT, LLC,	§	
MICHAEL LIYEOS, WIN-DEVELOPMENT,	§	
L.L.C., OWEN C. EWING, JESSE	§	
MCINERNEY, and MADISON	§	
DEVELOPMENT GROUP LLC,	§	
	§	
Defendants.	§	<u>151st</u> JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Mattress Firm Inc. (“Plaintiff” or “MFRM”) files this Original Petition against Defendants Bruce Levy (“Levy”), Alexander Deitch (“Deitch”), Ryan Vinson (“Vinson”), Colliers International – Atlanta, LLC (“Colliers Atlanta”), Preferred Realty LLC (“Preferred Realty”), Chase Ventures LLC (“Chase Ventures”), ABR Investment LLC, Preferred Developers, LLC, Terra Consulting II LLC, Oldacre McDonald, LLC, Mark McDonald, Quattro Development, LLC, Michael Liyeos, Win-Development, LLC, Owen C. Ewing, Jesse McInerney, and Madison Development Group LLC, and for its causes of action would respectfully show the Court and Jury as follows:

I. INTRODUCTION

1. This lawsuit arises out of a massive, multi-year fraud, bribery, and kickback scheme involving the senior management of a national retailing company, a nationally-respected real estate brokerage firm, one of its senior officers, and multiple real estate developers.

2. At a time when many national retailers were closing stores in the United States, MFRM, America's largest retail seller of mattresses, was rapidly opening them. To manage this huge expansion, MFRM needed additional internal and outside expertise in retail leasing. It hired Defendant Bruce Levy in 2009 as Vice President, Real Estate and Construction, to lead the national leasing efforts. In 2010, it hired Defendant Ryan Vinson as Director of New Market Development and promoted him several times thereafter, eventually to the position of Senior Vice President of Real Estate. Levy and Vinson were the two senior managers in charge of real estate leasing and related construction for MFRM.

3. Soon after joining MFRM, Levy caused MFRM to hire Defendants Alexander Deitch and Colliers Atlanta as MFRM's Master Broker. Deitch was a Senior Vice President for Colliers Atlanta, and Defendant Colliers Atlanta is an affiliate of Colliers International Group, Inc., a global real estate brokerage firm. As the Master Broker for MFRM, Deitch and Colliers Atlanta assumed national primary broker responsibility for identifying, evaluating, and brokering new site locations and advising and negotiating new leases and lease renewals on behalf of MFRM.

4. Deitch and Colliers Atlanta stood to earn millions of dollars in broker commissions, but only if they were not replaced by a competing brokerage firm and the deal flow directed to them by MFRM was large. It was therefore financially important for Deitch and Colliers Atlanta to maintain and grow the MFRM relationship, which Levy and Vinson

controlled. In an email, Deitch wrote to Levy regarding MFRM's business, stating "I want it all! How soon? I'm counting the minutes till I control the account."

5. Working together, Levy, Vinson, Colliers Atlanta, and Deitch were responsible for evaluating and recommending to senior management at MFRM which stores to open, what leases to sign, the terms of those leases, the construction budgets to approve, what stores to renew, and what stores to close. MFRM's senior management relied heavily on their recommendations as real estate experts.

6. MFRM locates its stores in properties developed and owned by independent real estate developers. Levy, Vinson, Deitch, and Colliers Atlanta exercised significant influence and authority in deciding which developers to select for MFRM stores and the lease terms, including rents, construction budgets, and lease durations. The higher the rent and the longer the lease duration, the more valuable the deal was for the developer and the more costly it was for MFRM.

II. SUMMARY OF DEFENDANTS' UNLAWFUL CONDUCT

7. Over a multi-year period, Levy, Vinson, Colliers Atlanta, and Deitch, along with the Defendant real estate developers (the "Developer Defendants" defined below) and other John Doe Defendants, engaged in a nationwide bribery, kickback, and fraud scheme to financially enrich themselves at MFRM's expense. The scheme worked as follows:

- a. Bribes and kickbacks were offered to be paid, arranged to be paid, and were actually paid by Deitch and Colliers Atlanta to Levy and Vinson. These payments were in exchange for Levy retaining Colliers Atlanta and Deitch as MFRM's Master Broker, as well as to secure and grow the relationship. As Vinson's authority within MFRM grew, Deitch and Colliers Atlanta also started offering and paying bribes and kickbacks to him to induce him to "play ball" (as Levy described it) in the scheme.

- b. Because money was being made on the commissions generated for each lease entered into by MFRM, which in turn provided a source of revenue for the bribes and kickbacks, Levy, Vinson, Deitch, and Colliers Atlanta presented falsely optimistic sales forecasts to MFRM's management to maximize the stores that would be opened and to justify the above-market rents and longer lease terms that were offered to the Developer Defendants. They also misrepresented the projected per store sales for leases originated by the Developer Defendants, as set forth in more detail below.

8. In exchange for the money he was making and the lavish lifestyle he was enjoying because of the bribes and kickbacks from Deitch and Colliers Atlanta, Levy allowed Deitch to secretly own numerous stores leased to MFRM. This meant that Deitch and Colliers Atlanta, whose job was to represent and protect MFRM's interests, were secretly on the opposite side of the transactions. According to Levy, Deitch's boss was aware of this and permitted it. Additionally, on information and belief, Vinson was aware of it and allowed Deitch to hold these interests.

9. Levy also allowed Deitch to front-run prospective MFRM locations. Deitch secretly purchased locations, knowing in advance that MFRM stores were going to be located there because of his, Levy's, and Vinson's influence and control over those decisions. Deitch purchased the properties through his investment entity, Defendant Chase Ventures. Deitch and Chase Ventures then assigned these properties to one of the Developer Defendants to establish a special purpose entity to hold the property and enter into the lease with MFRM. This effectively concealed Chase Ventures' and Deitch's equity interests in the property, and the leases frequently imposed above-market rent and lease terms longer than the maximum lease term

under MFRM's policies. On information and belief, Colliers Atlanta and Vinson were aware of and allowed this to happen.

10. Levy further allowed Deitch to charge phony "development fees" and "brokerage fees" to developers. Deitch would demand that the developers pay entities that Deitch owned or controlled an undisclosed fee of as much as \$50,000 per store, in addition to the customary and allowed commissions. No legitimate basis existed for the additional fees, and such fees were secretly incorporated into the rental amount for the affected stores, thus resulting in above-market rent payments over the term of the lease. On information and belief, Colliers Atlanta and Vinson were aware of and allowed this to happen.

11. In exchange for the commissions that Deitch was generating for Colliers Atlanta, and as a result of this scheme, Colliers Atlanta allowed Deitch to secretly hold interests in properties that would become MFRM stores and to run projects through his entities, Preferred Realty and Chase Ventures. Multiple employees of Colliers Atlanta knew about Deitch's ownership of these entities and assisted him in making investments through them. This includes a second Colliers Atlanta Senior Vice President, who also maintained an email address at Chase Ventures and, on information and belief, held or holds an equity interest in Chase Ventures. Deitch regularly sent emails and documents reflecting his ownership of these entities through his Colliers Atlanta email. Numerous employees of Colliers Atlanta also helped to facilitate the payment of bribes and kickbacks to Levy and Vinson, including elaborate trips and other gifts as detailed further below. Riding the volume of business the MFRM real estate account brought to Colliers Atlanta, Deitch quickly rose to become one of that firm's top producers. Colliers Atlanta paid little, if any, attention to Deitch's improprieties because it was a direct beneficiary of the fraud through the payment of commissions on the illicit deals.

12. Knowing that Levy, Vinson, Colliers Atlanta, and Deitch controlled which developers received deal flow, and under what terms, the Developer Defendants began paying bribes and kickbacks to Deitch, Levy, and Vinson. The Developer Defendants were given the largest number of MFRM leases with very favorable lease terms, including above-market rents and longer lease terms. This increased the value of the property for resale, allowing the Developer Defendants to “flip” the properties within weeks or months after lease execution for millions of dollars in profits.

13. The bribery, kickback, and fraud scheme was a pay to play loop where each defendant played a distinct and necessary role.

- a. Levy and Vinson were the senior corporate inside managers at MFRM who controlled and allocated business to real estate brokers and developers willing to pay them bribes and kickbacks. As the corporate insiders, Levy and Vinson also played a vital role as MFRM’s internal voice as to which leases to recommend for Company approval and on what terms.
- b. Deitch and Colliers Atlanta were outside brokers and real estate professionals whose reputational expertise lent credence to Levy and Vinson’s recommendations. Moreover, in connection with many of the corrupt deals detailed herein, Deitch maintained a network of companies used to create layers of secrecy concealing his activities and the involvement of Levy, Vinson and the other Defendants and conspirators.
- c. The Developer Defendants played a distinct role because no deals existed without their entering into leases with MFRM, and those leases generated

the significant revenue used to pay the bribes and kickbacks and fund the investment enterprise. Through common investments, the Developer Defendants helped Deitch, Levy, and Vinson conceal the scheme from MFRM.

14. The Developer Defendants were aware that Levy and Vinson were the two MFRM senior real estate employees with substantial authority to cause MFRM to enter into leases with the developers and set the terms of the leases. They were also aware that Deitch and Colliers Atlanta, as the trusted real estate experts retained by MFRM, had substantial power to influence Levy, Vinson, and MFRM as to selection of store locations, developers, and lease terms. They were further aware that MFRM used real estate developers other than themselves and that they were members of an elite “inner circle” because of the items of substantial value they each were offering to Levy, Vinson, and Deitch in the form of lavish gifts and trips and lucrative investment opportunities. Each of the Developer Defendants joined in trips, exclusive dinners, and joint investments with one or more of the other Developer Defendants and one or more of Deitch, Levy, and Vinson. And each of the Developer Defendants knew that such remuneration was prohibited and, in fact, expressly represented their knowledge of this prohibition in MFRM leases.

15. The bribes, kickbacks, and fraud alleged in this petition affected hundreds of leases, which caused MFRM to pay significantly above market rents and to agree to other unfavorable lease terms. The bribes, kickbacks, and fraud further harmed MFRM by causing it to misallocate resources by opening unnecessary stores, thereby harming the sales of existing stores nearby.

16. It was part of the Defendants' scheme to conceal their fraudulent conduct from MFRM. Upon learning of preliminary facts underlying this case, MFRM expeditiously conducted an investigation and discovered additional facts regarding the fraudulent activities alleged herein. As a result, MFRM terminated Levy and Vinson as employees, and terminated Deitch and Colliers Atlanta as Master Broker.

17. Hours before being terminated, Levy admitted receiving from Deitch thousands of dollars in cash, an expensive watch, loans, expensive first class trips to destinations including Europe, Oregon, Dominican Republic, and Deer Valley, joint investment opportunities, cases of wine, extravagant meals and subsidized gambling. Additionally, Levy directly or indirectly holds valuable equity interests in deals originated by or involving Deitch and the other Defendants, including the Developer Defendants.

18. Hours before Vinson was terminated from his employment with MFRM, he also admitted receiving from Deitch expensive trips and vacations, and expensive bottles of wine. He further admitted receiving, through Deitch and Defendant Mark McDonald, the principal of Oldacre McDonald (one of the Developer Defendants named herein) the opportunity to invest and serve as President (contemporaneously with his employment with MFRM) in a lucrative business venture – Heritage 66 – in which they expected to generate first year revenues of \$100 million dollars. Vinson, directly or indirectly, holds additional valuable interests in deals involving Deitch, Levy, and the other Defendants, including the Developer Defendants.

19. Hours before being terminated by MFRM as Master Broker, Deitch admitted to providing trips for Levy to London, Mexico, the Dominican Republic, Costa Rica, and other destinations; loans to Levy totaling \$120,000 for the purchase of luxury cars; a Rolex and a Dubois watch; cash to Levy in the tens of thousands of dollars for shopping and gambling

junkets; and diamond earrings and a necklace for Levy's wife. Deitch also admitted to paying for a trip to China for Vinson, which he attended with McDonald for Heritage 66 business. Additionally, Deitch, directly or indirectly, holds equity interests in numerous other business ventures involving Levy, Vinson, and the other Defendants, including the Developer Defendants.

20. Defendants' fraudulent scheme continued at least through the time when Levy, Deitch, and Vinson were terminated. MFRM allowed Colliers Atlanta to finish work on a single transaction that was close to completion and then terminated that relationship as well. Although these Defendants were all terminated, MFRM believes that they, along with the Developer Defendants, continue to hold, manage, and control companies and other bank accounts that are the instrumentalities and proceeds of their unlawful activity.

III. DISCOVERY CONTROL PLAN

21. Discovery should be conducted under Level 3 pursuant to Tex. R. Civ. P. 190.4.

IV. PARTIES

22. Plaintiff **MATTRESS FIRM INC.** is a Delaware corporation with its principal place of business in Houston, Texas.

23. Defendant **BRUCE LEVY** is an individual who resides in Boca Raton, Florida. At all relevant times, Levy was a senior employee at MFRM and, until the time of his termination, was the Executive Vice President of Real Estate and Construction for MFRM. During the time period in question, and while he was employed by MFRM, Levy maintained a residence in Harris County, Texas and regularly performed his duties as an officer of MF from the company's headquartered in Harris County, Texas. Levy may be served through the Texas Secretary of State, for forwarding to his home or home office at 17831 Monte Vista Drive, Boca Raton, Florida 33496.

24. Defendant **ALEXANDER DEITCH** is an individual who resides in Atlanta, Georgia. At all relevant times, Deitch was a Senior Vice President and Principal at Colliers Atlanta in charge of its business relationship with MFRM. As such, Deitch regularly traveled to Houston for MFRM business. Deitch may be served through the Texas Secretary of State, for forwarding to his home or home office at 3344 Peachtree Road, NE, Unit 3405, Atlanta, Georgia 30326.

25. Defendant **RYAN VINSON** is an individual who resides in Spring, Texas. At all relevant times, Vinson was an employee of MFRM and, until the time of his termination, was the Senior Vice President of Real Estate for MFRM. Vinson worked closely with Levy and participated in carrying out and advancing the kickback schemes described herein. Vinson may be served with process at 86 South Bardsbrook Circle, Spring, Texas 77382, or wherever he may be found.

26. Defendant **COLLIERS INTERNATIONAL – ATLANTA, LLC** (“Colliers Atlanta”) is a Georgia limited liability company with its principal office in Atlanta, Georgia. Colliers Atlanta is a subsidiary of Colliers International Group Inc. (NASDAQ: CIGI). Until it was terminated by MFRM, Colliers Atlanta served as the Master Broker for MFRM. Colliers Atlanta does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Colliers International – Atlanta, LLC, Attn: Alexander Deitch, 1230 Peachtree Street N.E., Suite 800, Atlanta, Georgia 30309. On information and belief, Colliers International Holdings (USA), Inc., a Delaware corporation, directly or indirectly, is an owner of Colliers Atlanta.

27. Defendant **PREFERRED REALTY, LLC** (“Preferred Realty”) is a Delaware limited liability company with its principal office in Atlanta, Georgia. Preferred Realty is owned

by Deitch and is one of the shell entities operated by Deitch to funnel illicit commissions on MFRM developments. Preferred Realty does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Preferred Realty, LLC, Attn: Alexander Deitch, 3344 Peachtree Road, NE, Suite 3405, Atlanta, Georgia 30326.

28. Defendant **CHASE VENTURES LLC** (“Chase Ventures”) is a Delaware limited liability company with its principal office in Atlanta, Georgia. Chase Ventures is owned by Deitch and is an instrumentality of the fraud through which Deitch funneled proceeds from the fraudulent scheme alleged herein. Chase Ventures does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Chase Ventures LLC, Attn: Alexander Deitch, 3344 Peachtree Road, NE, Suite 3405, Atlanta, Georgia 30326.

29. Defendant **ABR INVESTMENT, LLC** (“ABR Investments”) is a Delaware limited liability company with its principal office in Atlanta, Georgia. ABR Investments is owned by Deitch, Levy, and Vinson, and was an instrumentality of the fraud through which the Defendants funneled the proceeds of their fraudulent scheme. ABR Investments does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: ABR Investment, LLC, Attn: Alexander Deitch, Bruce Levy, and Ryan Vinson, 3344 Peachtree Road, NE, Suite 3405, Atlanta, Georgia 30326.

30. Defendant **PREFERRED DEVELOPERS, LLC** (f/k/a Sheldon Levy Ventures) (“Preferred Developers”) is a Florida limited liability company with its principal office in Boca Raton, Florida. Preferred Developers is owned and controlled by Levy and was an

instrumentality of the fraud through which Levy participated in joint investments with one or more of the Developer Defendants. Preferred Developers does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Preferred Developers, LLC, Attn: Bruce Levy, 7280 West Palmetto Park Road, Suite 302, Boca Raton, Florida 33433.

31. Defendant **TERRA CONSULTING II LLC** (f/k/a Terra Consulting, LLC) (“Terra Consulting”) is a Delaware limited liability company with its principal office in San Diego, California. On information and belief, Levy is the sole member of Terra Consulting. Terra Consulting is an instrumentality of the fraud through which Levy funneled proceeds from the fraudulent scheme alleged herein. Terra Consulting does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Terra Consulting II LLC, Attn: Bruce Levy, 11315 Crystal Oaks Way, San Diego, California 92131.

32. Defendant **OLDACRE MCDONALD, LLC** (“Oldacre McDonald”) is a Tennessee limited liability company with its principal office in Nashville, Tennessee. On information and belief, Mark McDonald and William Oldacre are the sole members of Oldacre McDonald. During the relevant time period, Oldacre McDonald entered into approximately forty leases with MFRM. Oldacre McDonald does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Oldacre McDonald, LLC, Attn: Mark McDonald and William Oldacre, 3841 Green Hills Village Drive, Suite 400, Nashville, Tennessee 37215.

33. Defendant **MARK MCDONALD** (“McDonald”) is an individual who resides in Nashville, Tennessee. McDonald regularly communicated with Levy, Vinson, and other MFRM

employees via emails and other communications that were sent to or through MFRM's headquarters in Houston, Texas. McDonald may be served through the Texas Secretary of State, for forwarding to his home or home office at 115 Jackson Blvd., Nashville, Tennessee 37205.

34. Defendant **QUATTRO DEVELOPMENT, L.L.C.** ("Quattro") is an Illinois limited liability company with its principal office in Oak Brook, Illinois. On information and belief, Michael Liyeos and Robert Walters are the sole members of Quattro. During the relevant time period, Quattro entered into approximately twenty leases with MFRM. Quattro does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Quattro Development, L.L.C., Attn: Robert Walters and Michael Liyeos, 1100 Jorie Blvd., Suite 238, Oak Brook, Illinois 60523.

35. Defendant **MICHAEL LIYEOS** ("Liyeos") is an individual who resides in Naperville, Illinois. Liyeos regularly communicated with Levy, Vinson, and other MFRM employees via emails and other communications that were sent to or through MFRM's headquarters in Houston, Texas. Liyeos may be served through the Texas Secretary of State, for forwarding to his home or home office at 2244 Fawn Lake Circle, Naperville, Illinois 60564.

36. Defendant **WIN-DEVELOPMENT, LLC** ("Win-Development") is a Florida limited liability company with its principal office in Belleair Beach, Florida. On information and belief, Owen C. Ewing and Jesse McInerney are the sole members of Win-Development. During the relevant time period, Win-Development entered into approximately forty leases with MFRM. Win-Development does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at:

Win-Development, LLC, Attn: Owen C. Ewing and Jesse McInerney, 2165 Louisa Drive, Belleair Beach, Florida 33786.

37. Defendant **OWEN C. EWING** (“Ewing”) is an individual who resides in Belleair Beach, Florida. At all relevant times, Ewing regularly communicated with Levy, Vinson, and other MFRM employees via emails and other communications that were sent to or through MFRM’s headquarters in Houston, Texas. Ewing may be served through the Texas Secretary of State, for forwarding to his home or home office at 2920 Hibiscus Drive W, Unit 1, Belleair Beach, Florida 33786.

38. Defendant **JESSE MCINERNEY** (“McInerney”) is an individual who resides in Tampa, Florida. At all relevant times, McInerney regularly communicated with Levy, Vinson, and other MFRM employees via emails and other communications that were sent to or through MFRM’s headquarters in Houston, Texas. McInerney may be served through the Texas Secretary of State, for forwarding to his home or home office at 4521 West Beachway Drive, Tampa, Florida 33609.

39. Defendant **MADISON DEVELOPMENT GROUP LLC** (“Madison Development”) is a Washington limited liability company with its principal office in Kirkland, Washington. During the relevant time period, Madison Development entered into approximately twenty leases with MFRM. Madison Development does not maintain a designated agent for service of process in Texas and may be served through the Texas Secretary of State, for forwarding to its home or home office at: Madison Development Group LLC, Attn: Thomas M. Lee, 10510 Northup Way, Suite 120, Kirkland, Washington 98033.

40. Defendants Terra Consulting, Preferred Developers, ABR Investments, Preferred Realty, and Chase Ventures are collectively referred to herein as the “Entity Defendants.”

41. Defendants Madison Development, Oldacre McDonald, Quattro, and Win-Development are collectively referred to herein as the “Developer Defendants.”

V. JURISDICTION AND VENUE

42. This Court has jurisdiction over this case under Article V, Section 8 of the Texas Constitution and Section 24.007 of the Texas Government Code. The damages sought in this case are within the jurisdictional limits of this Court.

43. Defendants are subject to personal jurisdiction in Texas because they conduct business in Texas, entered into contracts in Texas, have continuous and systematic contacts with Texas, or the claims in this case arise out of or relate to their contacts with Texas.

44. Venue is proper in Harris County, Texas because a substantial part of the events or omissions giving rise to the claims occurred in Harris County, Texas. Tex. Civ. Prac. & Rem. Code § 15.002(a)(1).

45. Venue is also proper in Harris County, Texas because one of the Defendants — Vinson — was a resident of Harris County at the time the causes of action asserted herein accrued. Tex. Civ. Prac. & Rem. Code § 15.002(a)(2).

46. Venue is also proper as to all Defendants as to all claims or actions arising out of the same transaction, occurrence, or series of transactions or occurrences. Tex. Civ. Prac. & Rem. Code § 15.005.

VI. FACTUAL BACKGROUND

A. Levy and Vinson’s Employment by MFRM

47. MFRM is the nation’s leading specialty bedding retailer with more than 3,400 company-operated and franchised stores across the country, more than 1,500 of which were opened during the time period covered by the schemes alleged in this petition. Hundreds more stores had leases that were renewed during the relevant time period.

48. Bruce Levy was hired by MFRM in 2009 as Vice President, Real Estate and Construction, to lead MFRM's national expansion efforts. Levy was later promoted to Executive Vice President of Real Estate. Throughout his employment with MFRM, Levy exercised significant control and authority over the real estate development projects for MFRM.

49. At the commencement of Levy's employment, Maurice Edwards, who was then MFRM's Director of Loss Prevention and Process Development, met with Levy to discuss, among other topics, Levy's real estate and business investments that existed at that time and which Levy was required to disclose to MFRM.

50. During that meeting, Levy disclosed that he was the Managing Partner of Defendant Terra Consulting, which he described as a "shell" that Levy set up to hold his interests in development deals, property ownership, and land acquisitions. Levy also disclosed that he was the Principal of Ground Zero Properties LLC, which he stated was a limited partner in two single-purpose limited liability companies, each of which owned a property in California. In addition to these two entities, Levy disclosed that he had an ownership interest in eight (8) additional properties around the country that leased to retail companies, and advised that he held an ownership interest in only one property on which a MFRM store was located. Levy did not disclose any other outside business interests or investments.

51. At the conclusion of that meeting, Edwards wrote a memo to Levy stating: "Your involvement in these businesses as stated in our meeting is of concern to me. Although I feel comfortable with your overall disclosures of the businesses I want to ensure you understand that **I want your involvement in these businesses to be very transparent to the organization. You cannot operate as a partner with any business.** Your focus and commitment should be to Mattress Firm and not other business interests." (Emphasis added.)

52. Notwithstanding these instructions from Edwards, Levy continued to enter into additional outside investments, some involving MFRM stores, and many in conjunction with Deitch and the Developer Defendants, without disclosing these outside investments to MFRM.

53. Ryan Vinson was hired by MFRM in September 2010 as the Director of New Market Development. MFRM subsequently promoted Vinson, at Levy's recommendation, to Divisional Sales Vice President; promoted him again to Vice President of Growth and Store Planning; and promoted him again to Senior Vice President of Real Estate.

54. Vinson and Levy worked closely together. Vinson effectively operated as Levy's lieutenant in the development and expansion of MFRM stores across the United States. Together with Deitch and Colliers Atlanta, they evaluated locations being considered for MFRM stores and decided which locations and information to present to MFRM's Real Estate Committee ("REC").

55. The REC consists of senior MFRM management who meet regularly to consider all leases being proposed for signing. Levy, Vinson, and Deitch controlled the process of what leases would be proposed to the REC and what information would be presented on the leases they proposed.

56. Levy's authority was so significant within MFRM that he referred to himself as "the walking [real estate] committee," meaning that his recommendations and exclusive choice of information presented to the REC typically would dictate which stores were approved and which leases were signed by MFRM. In fact, Levy boasted that no new store developments could be approved without first passing his approval. The REC substantially relied upon the information, advice, and recommendations provided by Levy, Vinson, and Deitch as the

representatives of Colliers Atlanta. This included which leases to approve, and the reasonableness and justification for rental rates, lease durations, and other key lease terms.

B. Levy Causes Deitch and Colliers Atlanta To Be Hired

57. In 2010, Levy caused MFRM to enter into an agreement with Colliers Atlanta and Deitch to serve as MFRM's "Master Broker" for the national expansion that Levy was hired to oversee and lead.

58. Deitch is a Senior Vice President and Principal at Colliers Atlanta who led the MFRM brokerage relationship on behalf of Colliers Atlanta.

59. Colliers Atlanta, acting through Deitch, worked closely with Levy and Vinson to identify store locations and to oversee the new store development process as an agent for MFRM. Colliers Atlanta, through Deitch, and together with Levy and Vinson, chose which developers would be granted the contract to build new stores and act as a lessor to MFRM. Deitch was trusted with substantial authority over negotiations with developers regarding store locations, lease rental rates and durations, and other lease terms on behalf of MFRM.

60. Colliers Atlanta, acting through Deitch, participated in the development of hundreds of stores on behalf of MFRM. In so doing, Colliers Atlanta and Deitch earned millions of dollars in commission payments that ultimately were paid by MFRM.

C. MFRM's Code of Conduct

61. As employees of MFRM, Vinson and Levy were bound by MFRM's Employment Policies and the MFRM Code of Conduct ("Code of Conduct"). Additionally, "[c]onsultants, representatives, [and] independent contractors [...] are expected to observe the same standards of conduct as the Company's employees when conducting [MFRM]-related business."

62. Among other things, the Code of Conduct:
- (a) required that employees of MFRM and representatives such as Deitch comply with all local, state, and federal laws related to bribery and kickbacks;
 - (b) required that employees and Company representatives disclose all potential conflicts of interest, including any ownership in other companies that do or seek to do business with MFRM;
 - (c) required that all commissions or fees paid to agents be reasonable;
 - (d) prohibited MFRM employees from giving or permitting improper commissions;
 - (e) prohibited MFRM employees from using agreements with brokers or developers to channel payments to or from those brokers or developers;
 - (f) prohibited employees and MFRM representatives from taking advantage of any opportunities discovered through their position at the company or advanced through the use of company property;
 - (g) prohibited any improper use of MFRM property or business information by MFRM employees and representatives;
 - (h) prohibited acceptance by employees and representatives, or their immediate family members, of payments, gifts and/or entertainment from actual or potential business partners or from/to any private sector workers, suppliers, or contractors;
 - (i) forbid employees and representatives from investing in, with, or through any customer, supplier or contractor, as well as having any interest or

speculation in anything of value which may affect, or be affected by, MFRM business; and

- (j) required that all employees report any suspected violation of the Code of Conduct.

D. Colliers Atlanta Code of Conduct

63. Colliers Atlanta is part of a global real estate conglomerate known as Colliers International, with more than 15,000 professionals operating in 68 countries and \$2.6 billion in revenue in 2016, 54 percent of which was generated in the Americas. Colliers Atlanta touts that its client relationships are based on experience and “enduring trust” and that it is a place where people with “high integrity” work.

64. On the Colliers International website, it states that all employees of any Colliers subsidiary or affiliate are required to comply with the Colliers International Code of Ethics (the “Colliers Code”). Deitch and Colliers Atlanta were bound by the Colliers Code.

65. The Colliers Code provides that:

- (k) employees must report improper activity and states that Colliers has “zero tolerance” for any form of bribery. Further, the Colliers Code requires employees to “act in compliance with all relevant professional standards and the highest ethical business standards;”
- (l) Colliers communications systems are to be used solely for business purposes and employees should not have any expectation of privacy with respect to those systems;
- (m) employees may not “delete electronically stored files that comprise the Company’s file with respect to [an employee’s] duties for the Company;”

- (n) making “illegal, improper, or questionable payments or commitments of personal or company funds or other valuable consideration to clients . . . for the purpose of obtaining or retaining business or directly or indirectly securing an improper advantage” is prohibited;
- (o) “the value of any gift given should never be large enough to give even the appearance of being a bribe in order for the client to continue to provide us (or provide us new or additional) business;”
- (p) the giving of gifts that would cause someone to violate his or her own company’s code of ethics is prohibited;
- (q) employees may not serve as an officer or director on the board of a for-profit company that is not majority-owned by Colliers International; and
- (r) “[n]o entry that hides or disguises the true nature of any transaction may be made on the firm’s books and records.”

66. These representations on Colliers International’s website have the purpose and effect of assuring clients of Colliers-affiliated companies that Colliers employees will not attempt to improperly influence employees or agents of clients. MFRM relied on these publicly available statements of policy in retaining and trusting Deitch and Colliers Atlanta to act in MFRM’s best interests at all times.

E. Levy, Vinson, and Deitch Misrepresented Critical Information to MFRM and Actively Concealed Their Fraudulent Behavior By Which They Were Enriching Themselves at the Expense of MFRM

67. On a regularly scheduled basis, Levy, Vinson, and Deitch would make presentations to the MFRM REC, which relied upon their expertise, guidance, recommendations, and the accuracy and completeness of information for the REC’s approval of new and/or renewed leases. The trust and authority placed in Levy by MFRM was succinctly stated by Levy

in an article in *American Builders Quarterly*, where he boasted: “The real play is that if we have a group that allows you to make a decision in the field and execute on it, *I* can basically be the walking [real estate] committee” (emphasis added).

68. In order to hide their kickback scheme, Levy, Vinson, and Deitch directed developers not to provide detailed budgets to MFRM. By not providing detailed budgets, it would be more difficult for MFRM or the REC to discover and identify hidden fees or kickbacks that were part of the scheme alleged in this Petition.

69. In presenting recommendations to MFRM as to what properties to lease, the rents, the lease duration, and other key terms, Levy, Vinson, Deitch, and Colliers Atlanta intentionally withheld and/or misrepresented to the REC material information that:

- (a) Deitch held ownership interests in and was front-running numerous locations being considered for MFRM stores and ultimately leased by MFRM;
- (b) Deitch and Colliers Atlanta paid kickbacks to Levy and Vinson;
- (c) Levy allowed Deitch to charge unnecessary \$50,000 so-called “development fees” on top of brokerage commissions; and
- (d) Levy, Vinson, and Deitch were being offered lucrative investment opportunities in other deals being promoted by the Developer Defendants, and they were engaged in commercial bribery with them.

70. Levy and Vinson exercised substantial authority in selecting which brokers to use, which developers to use, which store locations to develop, which specific locations within a geographic market would be selected for development, and otherwise controlled the “gateway”

to the new store development process at MFRM. Indeed, for years, no site could even be submitted for consideration by MFRM without Levy's express approval.

71. The decisions by Levy and Vinson to hire particular developers, to use particular brokers, and to develop certain sites generated millions in revenue to the brokers and developers that were favored by Levy and Vinson.

F. Deitch's Secret Ownership Interest in MFRM Deals and Levy's Assent

72. One of the most common ways to value commercial real estate is to use a cap rate, which is calculated based on the income (or rent) generated over the course of the lease and the credit rating of the lessee. The lower the cap rate, the less risk that is associated with the property and the more valuable that property is to a future buyer. During the relevant time period, MFRM's corporate credit rating was very high and, thus, obtaining a long-term lease for a high rental rate significantly increased the value of the property.

73. In multiple transactions, through companies owned and controlled by him, Deitch was purchasing properties on which he and Levy would then cause MFRM to execute a long-term lease, frequently at high monthly rent rates. This in turn, would exponentially increase the value of the property allowing the sale of the property within months of lease execution for substantial profit.

74. In one example, Deitch caused Chase Ventures to purchase property in Rogers, Arkansas, on which Levy and Deitch planned to place a new MFRM store. Deitch then assigned the property to a special purpose entity created by Defendant Quattro to serve as landlord, thereby hiding Deitch's and Chase Venture's ownership interest in the property and Deitch's dual role as agent and undisclosed principal on the transaction. The lease was two years longer than the average MFRM lease duration and the monthly rent was substantially above-market. Based on the artificially inflated income stream from this above-market lease, the landlord in

which Deitch, through Chase Ventures, held an undisclosed equity interest sold the property three months after the lease was executed for a substantial profit.

75. Another example involved Developer Defendant Oldacre-McDonald and Deitch. Deitch caused Chase Ventures to purchase property in Colorado Springs on which Levy secretly had committed to have MFRM enter into a new ten-year lease. On information and belief, Deitch, through Chase Ventures, then became a silent partner in a special purpose entity created by Oldacre-McDonald, D3 Colorado Springs, LLC, which was established to serve as landlord for that lease. Once again, the monthly rent under the new lease was substantially above-market and the property was “flipped” (sold) just six months later for a substantial profit. Deitch’s purchase and ownership of this property was never appropriately disclosed to MFRM.

76. Yet another example involved property in Ocala, Florida, on which Levy and Deitch intended to build a MFRM store. Deitch submitted a letter of intent for the purchase of a \$500,000 parcel of real estate in Ocala, Florida. The buyer again is Chase Ventures and Levy is copied on correspondence with the seller’s broker. Colliers Atlanta had actual knowledge of Deitch’s involvement with this transaction through Chase Ventures because other Colliers Atlanta employees were assisting him on the pending transaction. This transaction did not close before MFRM discovered the fraudulent conduct and terminated Levy, Deitch, and Vinson.

77. Both the Colliers Code and applicable law prohibited Deitch from such business dealings as set forth above, and MFRM’s Code of Conduct prohibited such transactions by Levy, Vinson, and Deitch as also set forth above.

G. The \$50,000 Bogus “Development Fee” Scheme

78. In a typical commercial retail development, the real estate developer handling the project would pay a total commission of 3% to 5% of the total life-of-lease price to the real estate broker(s) involved in the transaction. All developer costs and fees are then incorporated into the

tenant's monthly rent payment. MFRM policy prohibited payment of excess commissions or fees.

79. MFRM had significant leverage in the marketplace to require that its brokers reduce commission rates due to the volume of developments being built and MFRM's corporate creditworthiness. MFRM, including the REC, at all times believed, understood, and expected that it would pay no more than 5% commission for its properties.

80. Rather than reducing developers' costs, which would allow MFRM to pay lower rents, Levy allowed Deitch, acting as a Colliers Atlanta agent, to charge certain developers an additional \$50,000 "development fee" or "brokerage fee." This \$50,000 payment was in addition to the standard 3% to 5% commission described above, and many times caused the commission paid to be double a typical commission payment. This, in turn, resulted in increased rent rates paid by MFRM.

81. However, the REC did not have transparency into these added costs because Levy, Vinson, and Deitch had instructed developers not to submit detailed budgets. The REC was relying on the expertise and honesty of Levy, Vinson, and Deitch to act in MFRM's best interest and negotiate the best deals possible for MFRM. Additionally, Levy, and at times Vinson and Deitch, would provide to the REC false comparables for properties to justify the higher than market rents.

82. As one example of this version of the scheme, MFRM entered into a lease for a store in Meridian, Idaho. Email communications in connection with this transaction were sent to Deitch at Chase Ventures. In connection with this transaction, the lessor's broker wrote to Levy that he has budgeted a \$50,000 fee to "his [Chase Ventures] company."

83. In another example, MFRM was working with *Developer A* on a new store location in Gaffney, South Carolina. In the original version of the lease, the broker was identified as *Real Estate Broker A*.¹

84. Deitch later transmitted an email to Developer A, attaching two invoices. The first invoice demanded that Developer A pay \$54,176 as a “leasing fee” to Chase Ventures, and an additional \$50,000 as a “development fee” to Retail Capital Ventures LLC. Both entities are owned and controlled by Deitch and share a common business address with Deitch’s personal residence in Atlanta. Developer A refused to pay the invoices because neither Chase Ventures nor Retail Capital Ventures LLC was listed in the lease as the broker.

85. As the vehicle for receiving the bogus fee, Deitch created Defendant Preferred Realty in Delaware, with Deitch’s personal residence address once again listed as the business address. Preferred Realty was then substituted in the lease as the broker in place of Real Estate Broker A.

86. Deitch then emailed a new invoice to Developer A, once again demanding payment of a \$50,000 “development fee” and a \$54,176 “leasing fee,” but this time directing payment to the newly established Preferred Realty. Developer A again refused to pay the invoice and objected to paying a “development fee” when Preferred Realty was not the broker named in the lease.

87. A few days later, Deitch again emailed Developer A and attached yet another new invoice, this time demanding payment of a \$50,000 “brokerage commission” and the \$54,176 “leasing fee” to Preferred Realty.

¹ To protect the identities of certain real estate brokers, developers and others who are not named in this Petition, MFRM refers to them by a generic moniker herein. MFRM is prepared to disclose the real names of these entities/individuals to the Defendants in discovery.

88. The final version of the lease was executed a month later, and closing occurred a few weeks after that. At closing, Developer A paid Preferred Realty \$77,088, which represented the bogus \$50,000 “brokerage commission” as well as 50% of the “leasing fee,” with the other 50% due to be paid thereafter in accordance with the lease terms.

89. As another example, MFRM was developing a new store location in Baxter, Minnesota with Developer A. Once again, Levy and Vinson were in charge of this development project on behalf of MFRM, and Deitch was serving as the Master Broker.

90. The executed lease agreement identifies Preferred Realty and *Real Estate Broker B* as the brokers involved in the transaction. Real Estate Broker B is a local broker in the Minnesota market that was retained to assist Preferred Realty since it was not licensed in Minnesota.

91. Real Estate Broker B invoiced the developer separately for the standard brokerage commission. A short time later, Deitch emailed the developer an invoice for payment of \$50,000 as an unspecified “fee” payable to Chase Ventures. The developer refused to pay the invoice because, once again, Chase Ventures was not listed anywhere in the lease.

92. Later that same day, Deitch emailed a new invoice to the developer, this time demanding payment of a \$50,000 “Lease Fee” to Preferred Realty, another entity owned and controlled by Deitch, payable 50% at closing and 50% four months after closing. The Baxter transaction closed, and Preferred Realty received \$25,000 at closing.

93. Thereafter, Developer A sent an email to Deitch’s Chase Ventures email address and copied a MFRM employee. Deitch immediately sent an email response to Developer A, without copying the MFRM employee, stating: “Do NOT sent [sic] anything to MF with my

chase ventures email address! Do not let that happen again!” This exchange demonstrates an active intent by Deitch to conceal the existence and nature of the kickback scheme from MFRM.

94. On information and belief, this bogus \$50,000 payment scheme was perpetrated by Deitch and Levy numerous times and generated funds for them to perpetuate their joint investments and other schemes alleged herein. In fact, the most recent example of this scheme occurred just weeks before Levy, Vinson, and Deitch were terminated by MFRM.

95. Using Levy’s own estimate that Deitch and Colliers Atlanta brokered approximately 60% of the MFRM leases (approximately 800 leases in total), if the \$50,000 bogus fee was paid on all leases, it would have cost MFRM approximately \$40 million in additional rental payments.

96. Colliers Atlanta, which had been retained as the Master Broker for MFRM, knew of, or should have known, that its senior officer, Deitch, was engaging in this and other fraudulent schemes described herein, in direct violation of Colliers Atlanta’s Code of Conduct and statutory and regulatory law, because many of the emails were sent to or from Deitch’s Colliers’ email address.

H. Bribes and Kickbacks in the Form of Joint Investments between Levy, Deitch, and Vinson

97. On information and belief, Levy, Vinson, and Deitch also used the proceeds from their fraudulent schemes to jointly invest in numerous properties and other investment vehicles together as a group.

98. To advance and conceal this aspect of the scheme, Vinson, Levy, and Deitch formed Defendant ABR Investment LLC (“ABR”). ABR appears to be an acronym for Alex [Deitch], Bruce [Levy], and Ryan [Vinson].

99. Deitch held his interest in ABR through Chase Ventures; Vinson held his interest through WB Consulting; and Levy held his interest through Terra Consulting.

100. In at least one situation, Deitch paid \$50,000 for Levy's investment in a business known as the Manhattan Dog Spa located in New York City. Levy was to make a loan of \$50,000 in exchange for 10% per annum for the first 36 months and a 10% equity interest in Manhattan Dog Spa.

101. Levy emailed Deitch, saying "let's go." Thereafter, Deitch caused a wire of \$50,000 to be transmitted from Falcon Holdings, LLC ("Falcon") – one of the many entities that Deitch established, owned and controlled for purposes of effectuating this scheme – to cover the investment for Levy as yet another form of kickback.

102. Additional joint investments with the Developer Developers are detailed in the next section.

103. On information and belief, these schemes were consistent and ongoing through the date on which Levy's and Vinson's employment was terminated by MFRM and MFRM terminated Deitch/Colliers Atlanta as its Master Broker. Levy, Vinson, and Deitch actively concealed this information and misrepresented key and material facts regarding their activities, and the MFRM lease deals referenced above, as well as others, to avoid detection of their scheme. Had MFRM not learned of the scheme, it would likely have continued. On information and belief, all of the Defendants are continuing to profit from their illegal and illicit activities through hidden investments in properties leased to MFRM for which information may only be developed in discovery.

I. The Scheme Expands to Include the Developer Defendants

104. Levy and Deitch sought to expand the scope of the scheme to involve developers seeking valuable MFRM business who might also be willing to pay bribes and kickbacks. There

was one developer who had done a number of MFRM stores with Levy's predecessor, but who had not been able to get any deal flow after Levy took over. This developer met with Vinson in Las Vegas. Following that meeting, in an email from Levy to Vinson, Levy revealed his view of how business would be granted to developers, stating: "He [the developer] just keeps avoiding the final decision guy [i.e. Levy].... So no free rides yet.... He's got to come to poppa :) I'd be telling him that." This was Levy's way of saying that developers would have to "pay to play" and receive deals from Levy.

105. At least four developers — the Developer Defendants, each of whom Levy hand-selected and installed as a small list of MFRM "preferred developers" — were willing to "play ball" and/ or "come to poppa" with kickbacks in the form of lucrative business opportunities and extravagant gifts to Levy, Vinson, and Deitch in exchange for millions of dollars in profits.

1. Oldacre McDonald and Mark McDonald

106. Oldacre McDonald is one of the Developer Defendants, who was granted forty (40) MFRM developments. Twenty-two (22) of those forty (40) leases had durations that were significantly longer than MFRM's average lease length. Furthermore, a comparison of the rent rates on the Oldacre McDonald MFRM stores to rent rates paid by MFRM on similar stores in the same area (sometimes just blocks away) revealed that on at least eleven (11) of the leases, the Oldacre McDonald rent was significantly higher than the other rents.

107. While many of the property records reflecting ownership, purchase, and sale price are not publicly available or otherwise obtainable without discovery, publicly available records reflect that Oldacre McDonald sold at least ten (10) of the 40 properties just months after purchase and lease execution by MFRM for a substantial profit.

108. In one example, Deitch's entity Chase Ventures is revealed as the buyer of an existing MFRM store in Colorado Springs. The lease for that store was terminating and was up for renewal, but MFRM had not yet begun negotiations on a new lease.

109. Colliers Atlanta was listed as the broker on the lease, indicating that Deitch served in the dual capacity of agent and undisclosed principal for the transaction. Deitch's interest in this transaction was not disclosed in writing, or otherwise, to anyone at MFRM, other than Deitch's co-conspirators, Levy and Vinson, who concealed Deitch's interest in the property by omitting any mention of Chase Ventures in the lease.

110. Instead, D3 Colorado Springs, LLC, an entity affiliated with Mark McDonald that was established just two months before the lease was executed, was listed as the Landlord in the lease. The new lease showed an increase in rent on the property of over \$3,500 per month. Over the anticipated life of the 10-year lease, this would cost MFRM over \$420,000 in above-market rent payments approved by Levy. In fact, when compared to the nine (9) other MFRM stores in Colorado Springs, this lease was approximately 25% per square foot more expensive than the next highest rent, and was almost \$20 per square foot more expensive than the average lease price for MFRM stores in that area.

111. The property was sold, or "flipped," six months after MFRM signed the new lease for a substantial profit driven by the inflated rent price being paid by MFRM.

112. In another example of this scheme, MFRM had an existing lease with Interstate Warehouse Services, LLC for a warehouse in Albany, Georgia. The leased space comprised 12,000 square feet, and the monthly lease price was \$.21 per square foot, or \$2,520 per month. Levy caused MFRM to exercise its option under the lease to terminate and move to a larger

space in the same warehouse. The landlord for the new space was D3 Albany, LLC, another entity affiliated with Oldacre McDonald.

113. The rent for the new space in the same warehouse was increased to \$.29 per square foot or \$7,825.92 per month, costing MFRM over \$285,000 in additional lease payments over the life of the 11-year lease.

114. Oldacre McDonald sold this property just six months later for a substantial profit. The inflated rent price and new, eleven-year lease signed by MFRM drove the increase in value of the property by boosting the cap rate on the property.

115. In exchange for these exorbitantly profitable deals, Oldacre McDonald provided Levy, Vinson, and Deitch with gifts, including trips on the company's private jet, tickets to sporting events, and other items of value. Mark McDonald, one of the two members of Oldacre McDonald, also had joint investments in property with Levy and Deitch.

116. McDonald invested with Levy and Deitch in a 4-bedroom, 2,766 square foot home on a 6,000 square foot waterfront lot in Summerland Key, Florida, with a purchase price of \$1.6 million. McDonald also jointly owned a Crevalle fishing yacht with Levy and Deitch, with an estimated value of \$110,000.00.

117. Oldacre McDonald also offered lucrative investment opportunities to Levy, Vinson, and Deitch. After being granted ten (10) development deals in one year alone, McDonald offered an investment in a Nashville-based company called Heritage 66 Company, LLC ("Heritage 66"), an entity owned by Mark McDonald that sells in China the branded apparel of a popular, American female recording artist. Through their joint entity, ABR Investments, Deitch, Levy, and Vinson made a \$500,000 investment in Heritage 66. And, while still employed as Senior Vice President of Real Estate for MFRM, Vinson also assumed the

position of President of Heritage 66, without disclosing this dual employment or this joint investment to MFRM.

118. Vinson made at least one trip to Nashville for Heritage 66 business to meet with McDonald. Vinson submitted his expenses for this trip to MFRM for reimbursement.

119. In addition to Heritage 66, Levy and McDonald, through his control of Oldacre McDonald, entered into other joint investment projects. Levy partnered with Oldacre McDonald and Mark McDonald to purchase and develop properties which they then leased to Murphy Oil gas stations. Terra Consulting, an entity controlled by Levy, was used to fund Levy's portion of these transactions and to receive profits.

120. Levy and McDonald formed a joint venture, D3 Thomasville, LLC, to purchase at least one Murphy Oil property. This partnership and business venture was never disclosed to MFRM, despite MFRM's express instructions to Levy for "transparency" in his outside business dealings and Levy's annual certifications that he did not hold any outside interests other than those that he had disclosed.

2. Defendants Win-Development, Owen Ewing, and Jesse McInerney

121. Win-Development was another of the Developer Defendants. The two managers of Win-Development are Owen Ewing and Jesse McInerney. Both Ewing and McInerney offered and provided gifts and business investment opportunities, sometimes through or including Win-Development, to Deitch, Levy, and/or Vinson.

122. In exchange for these items of significant value, Win-Development was granted 43 MFRM development deals. Sixteen (16) of those forty-three (43) leases had lengths that were significantly longer than MFRM's average lease length. Furthermore, a comparison of the rent rates on the Win-Development MFRM stores to rent rates paid by MFRM on similar stores in the

same area (sometimes just blocks away) revealed that on at least sixteen (16) of the leases, the Win-Development rent was significantly higher than the other rents.

123. While many of the property records reflecting ownership, purchase, and sale price are not publicly available or otherwise obtainable without discovery, the records that are publicly available reflect that Win-Development “flipped” at least nineteen (19) of the 43 properties that were leased by MFRM within months of purchase and lease execution for a substantial profit.

124. As one example, MFRM was negotiating to open a store in Lansing, Michigan with Win-Development as the developer. During the lease negotiations, Johanna Barraza, a manager in MFRM’s real estate group who reported to Levy, objected to the layout of the property, noting that the store contained more than 1500 square feet of unusable space, and that this unusable space would cost MFRM more than \$250,000 during the first five years of the lease. Barraza also requested that the deal be presented to the REC Committee for consideration and approval.

125. Despite her objections and the unfavorable terms that would cost MFRM hundreds of thousands of dollars over the course of the 10-year lease, Deitch and Levy intervened to push the deal through without REC review or approval.

126. In another example, MFRM had a lease on a store in Cartersville, Georgia, at a rent rate of \$25 per square foot for ten years, with an option to renew for an additional five years thereafter. Instead of continuing that lease, Levy and Vinson caused the store to be relocated to a site owned by Win-Development less than half a mile away at a rent rate of \$36 per square foot, or 30% higher than the prior lease, with a new, ten-year lease term. Once again, Colliers Atlanta is listed as the broker on the lease. Ten months after lease execution, Win-Development sold the

property for a substantial profit, driven by the inflated rent price and new long-term lease, which significantly increased the value of the property.

127. In exchange for these and many other exorbitantly profitable deals, Win-Development provided Levy, Vinson, and Deitch with items of significant value, including exotic fishing and hunting trips, a trip to Costa Rica, a chartered yacht trip, expensive dinners, and free rooms in 5-star hotels. Additionally, McNerney, one of the two members of Win-Development, jointly owned a 5 bedroom, 5.5 bathroom house with Levy in Key West, Florida, purchased for \$1,975,000.00.

128. Win-Development also entered into a joint-venture named Win-Preferred LLC with Levy. This joint venture explored investment in at least four MFRM stores, at least one of which was flipped for a substantial profit shortly after MFRM signed the lease. Neither this joint venture, nor any of its many investments, was ever disclosed by Levy to MFRM, despite MFRM's express policy prohibiting such conflicts of interest and the explicit directive repeatedly given to Levy to disclose all such investments, as set forth above.

129. Additionally, Win-Development, through Owen Ewing, partnered with Levy to purchase, develop, and sell a number of Murphy Oil gas station properties. Like the numerous other conflicts of interest, this joint venture between Levy and a MFRM developer was not disclosed to MFRM.

3. Quattro

130. Quattro was another of the Developer Defendants, which was granted at least 17 MFRM development deals. Six (6) of those seventeen (17) leases had lengths that were significantly longer than MFRM's average lease length.

131. While the majority of the property records reflecting ownership, purchase, and sale price of these properties are not publicly available or otherwise obtainable without

discovery, the records that are publicly available reflect that Quattro sold at least six (6) of the properties with new MFRM leases within months of purchase for a substantial profit.

132. In one example, MFRM was interested in developing a store in Rogers, Arkansas. An email reveals that, inadvertently, both Chase Ventures (Deitch's company) and Quattro put in offers on the same site, claiming to the property owner that MFRM would be the tenant. The property owner contacted MFRM to ask which developer they should work with. Levy instructed the owner to work with Chase Ventures only, and instructed Quattro to rescind its offer. However, Levy emailed Mike Liyeos, the principal of Quattro, stating that the property would be assigned to Quattro after the purchase. This effectively hid from MFRM the involvement of Deitch's entity in the transaction.

133. Once again, Deitch served in the dual capacity of agent and undisclosed principal for the transaction.

134. The lease was for twelve years, substantially longer than the average MFRM lease. The rent rate was \$32.25 per square foot – \$11 per square foot higher than MFRM's other store in the same small town. Based on the artificially inflated income stream caused by the higher than market lease rate and long lease length, Quattro was able to "flip" the property for a substantial profit three months after it purchased the property.

135. In exchange for these exorbitantly profitable deals, Quattro offered items of significant value to Levy, Vinson, and Deitch, including transportation on Quattro's private jet and tickets to sporting events.

136. Quattro also offered lucrative investment opportunities to Levy, Vinson, and Deitch without the knowledge of MFRM. For example, in one instance, Quattro, through Mike Liyeos, offered Levy, Vinson, and Deitch a list of possible investment opportunities. This list

included an Aspen Dental store in Olean, New York. Deitch, Levy, and Vinson each invested in the purchase of this property using their investment vehicle ABR Investments. This transaction was never disclosed to MFRM.

4. Madison Development

137. Madison Development was another of the Developer Defendants, which was granted at least seventeen (17) MFRM development. Sixteen (16) of those seventeen (17) leases had lengths that were significantly longer than MFRM's average lease length. Of the five (5) sites where MFRM was able to do a rent comparison, every one of the leases had higher rents than any other MFRM store in the area.

138. MFRM entered into two leases with Madison Development, both in Spokane, Washington, signed on the same day. Both leases were significantly longer than MFRM average and were the highest rent rate in the market at \$38 per square foot, in comparison to \$24 and \$25 per square foot for MFRM's other stores in the same market. The properties were both sold within seven months of lease execution for a substantial profit.

139. In exchange for these lucrative deals, Madison Development offered items of significant value to Levy, Vinson, and Deitch, including invitations to sporting events, golf and fishing trips, and free hotel rooms.

VII. CONDITIONS PRECEDENT

140. All previous allegations are incorporated herein by reference.

141. All conditions precedent to the filing of this Original Petition and the assertion of the causes of action asserted herein have occurred or have been performed by MFRM or have been waived or excused by Defendants.

VIII. AUTHORITY AND RATIFICATION

142. All previous allegations are incorporated herein by reference.

143. Each of the employees, representatives, and agents of Defendants were expressly and fully authorized by Defendants to take the actions they took and make the representations they made, as more fully described above.

144. In the alternative, each of the employees, representatives, and agents of Defendants had apparent authority to act on behalf of Defendants because Defendants knowingly permitted those employees, representatives, and agents to hold themselves out as having such authority or bestowed on them such indications of authority that would lead a reasonably prudent person to rely on the apparent existence of authority to his detriment.

145. Further in the alternative, Defendants expressly ratified the actions and representations of their employees, representatives, and agents described above.

146. Further in the alternative, Defendants impliedly ratified the actions and representations of their employees, representatives, and agents described above by retaining the benefits of the transaction after acquiring full knowledge of the allegedly unauthorized conduct, if any.

IX. CAUSES OF ACTION

Count I: Fraud (All Defendants)

147. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

148. As alleged herein, the Defendants Levy, Vinson, Deitch, and Colliers Atlanta knowingly made material misrepresentations and omissions to MFRM, including but not limited to misrepresenting material information about the deals under consideration by failing to disclose

the existence of the hidden kickbacks, operating through a network of single purpose LLCs, partnerships, or other entities intended to conceal the unlawful activity, and by falsely representing they were not paying kickbacks, which served to increase the rents MFRM would pay, providing inaccurate comparable lease information, and by hiding their ownership interests and self-dealing in multiple MFRM store developments.

149. When Deitch made material misrepresentations and omissions to MFRM described above, he did so as an agent of Colliers Atlanta and held himself out to MFRM as an agent of Colliers Atlanta. Based on the actions and representations of Deitch and Colliers Atlanta, MFRM reasonably concluded that an agency relationship existed between Deitch and Colliers Atlanta, and MFRM relied upon Deitch's apparent authority to its detriment. Colliers Atlanta is therefore liable as a principal for the actions of its agents.

150. Defendants Levy, Vinson, Deitch, and Colliers Atlanta intended that their false statements of material fact and fraudulent omissions induce MFRM to pay millions in brokerage commissions and above-market rents.

151. MFRM reasonably relied upon these false statements and omissions to its detriment, and, as a result, has suffered and continues to suffer substantial damages in excess of the minimum jurisdictional limits of this Court, including, but not limited to, the amounts of money paid to Deitch and Colliers Atlanta in commissions, salaries, and other compensation paid to Levy and Vinson, who were acting in their own self-interest rather than as faithful employees of MFRM, and excessive rents paid on MFRM leases.

**Count II: Civil Conspiracy
(All Defendants)**

152. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

153. Defendants, Levy, Terra Consulting, Deitch, Colliers Atlanta, Chase Ventures, Vinson, Oldacre McDonald, Win-Development, Quattro, and Madison Development, and others acting in concert with or on behalf of the foregoing, knowingly, willfully, and unlawfully did conspire, combine, confederate, and agree together to defraud MFRM.

154. The Developer Defendants, knowing that Levy, Vinson, Deitch, and Colliers Atlanta were engaged in a scheme to enrich Levy, Vinson, Deitch, and Colliers Atlanta by defrauding MFRM out of millions of dollars in excess rents and other expenses through materially false and inaccurate real estate reports and representations to MFRM's real estate committee and by hiding kickbacks and other costs that served to inflate MFRM's lease expenses, agreed to assist, advance, and further the conspiracy's unlawful objectives including by participating in the kickback scheme described herein. The Developer Defendants committed numerous overt acts in furtherance of the conspiracy as described herein.

155. As a result of the conspiracy between and among the Defendants, MFRM has suffered damages far in excess of the minimum jurisdictional limits of this Court, for which Defendants are jointly and severally liable.

**Count III: Constructive Trust
(All Defendants)**

156. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

157. As set forth herein, the named Defendants have appropriated for themselves funds to which they are not legitimately entitled, and under circumstances that in equity and good conscience they should not be allowed to keep.

158. A constructive trust should be entered to convey the fruits of Defendants' wrongful conduct from Defendants to MFRM because they justly belong to MFRM, and

Defendants have gained these proceeds through fraud, abuse of their fiduciary relationships, and other illegal conduct.

**Count IV: Unjust Enrichment
(All Defendants)**

159. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

160. MFRM conferred upon Defendants Levy and Vinson multiple non-gratuitous payments in the form of their salaries and other employment benefits.

161. MFRM conferred upon Defendants Deitch and Colliers Atlanta multiple non-gratuitous payments in the form of commissions.

162. MFRM conferred upon the Developer Defendants and Deitch multiple non-gratuitous payments in the form of above-market rents that were provided in exchange for the kickbacks given to former MFRM employees Levy and Vinson, which information was concealed and misrepresented to MFRM as detailed herein, which allowed the Developer Defendants to “flip” the properties for substantial profits, which they retained.

163. These payments were then funneled to and through the Entity Defendants in order to conceal the wrongful and fraudulent actions set forth herein.

164. Each and every Defendant retained the non-gratuitous payments conferred by MFRM with full knowledge and awareness that, as a result of Defendants’ unconscionable wrongdoing, MFRM was not receiving the value that had been represented by Defendants and MFRM reasonably expected.

165. Retaining the non-gratuitous benefits conferred upon Defendants by MFRM under these circumstances makes Defendants’ retention of the benefits unjust and inequitable.

166. Because Defendants' retention of the benefits conferred by MFRM is unjust and inequitable, MFRM is entitled to and hereby seeks disgorgement and restitution of Defendants' wrongful gains in a manner to be established by the Court.

**Count V: Breach of Fiduciary Duty
(Levy and Vinson)**

167. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

168. As employees of MFRM, particularly exercising the positions of authority set forth herein, Levy and Vinson held positions of trust and confidence with MFRM and owed fiduciary duties of care and loyalty to MFRM.

169. Levy and Vinson thus owed MFRM a fiduciary duty that included, but was not limited to, an obligation not to take any action that would be contrary to MFRM's best interests or that would deprive MFRM of any opportunities, profit, or advantage which Levy and/or Vinson might bring to MFRM. Levy and Vinson also owed a fiduciary duty of loyalty to not place their own interests ahead of those of MFRM.

170. As described in detail above, Levy and Vinson violated their obligations to MFRM by accepting bribes and kickbacks from Deitch, Colliers Atlanta, the Developer Defendants, and others, in violation of applicable laws, failing to disclose conflicts of interest, giving and receiving improper payments and gifts in exchange for MFRM business, paying unreasonably high commissions to Deitch and Colliers Atlanta, taking advantage of business opportunities discovered through their MFRM employment for personal gain, using MFRM business information for personal gain, and failing to report any of these violations of the MFRM Code of Conduct.

171. As a direct and proximate result of Defendants Levy's and Vinson's wrongful conduct, MFRM has incurred damages far in excess of the minimum jurisdictional limits of this Court.

**Count VI: Aiding and Abetting Breach of Fiduciary Duty
(Colliers Atlanta, Deitch, and the Developer Defendants)**

172. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

173. As alleged above, Defendants Levy and Vinson owed MFRM fiduciary duties of care and loyalty, among others, and had a duty to MFRM not to take any actions that would be contrary to MFRM's best interests.

174. At all times relevant to this Petition, Deitch, Colliers Atlanta, and the Developer Defendants knew that Levy and Vinson held positions of trust and confidence at MFRM, including but not limited to a duty to MFRM not to take any actions that would be contrary to MFRM's best interests. Deitch, Colliers Atlanta, and the Developer Defendants illegally capitalized on the positions of authority held by Levy and Vinson for their own personal gain.

175. Deitch knew and was complicit in, and Colliers Atlanta knew or should have known of, Levy's and Vinson's breaches of fiduciary duty, as set forth above, and aided and abetted them in such breaches by engaging in the conduct described above.

176. The Developer Defendants also knew of Levy's and Vinson's breaches of fiduciary duty, as set forth above, and aided and abetted them in such breaches by engaging in the conduct described above.

177. Despite such knowledge, Deitch, Colliers Atlanta, and the Developer Defendants intentionally and without justification solicited, encouraged, aided and abetted, and gave substantial assistance to Levy and Vinson to knowingly breach their fiduciary duties owed to

MFRM, knowing that their conduct would constitute breaches of their fiduciary duties owed to MFRM.

178. Where a third party knowingly participates in the breach of duty of a fiduciary, such third party becomes a joint tort-feasor with the fiduciary and is liable as such.

179. As a direct and proximate result of this conduct, Levy and Vinson did breach their fiduciary duties to MFRM, and MFRM suffered and continues to suffer damages in an amount in excess of the minimum jurisdictional limits of this Court.

**Count VII: Negligence
(Colliers Atlanta)**

180. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

181. Colliers Atlanta had a legal duty to exercise ordinary care in the selection and retention of its employees. Colliers Atlanta knew or should have known of the wrongful acts of its employee, Deitch. Colliers Atlanta failed to exercise reasonable care in the supervision and retention of Deitch, which allowed him to commit the unlawful acts described herein.

182. As a result of the negligence of Colliers Atlanta, MFRM has been damaged in an amount in excess of the minimum jurisdictional limits of this Court.

X. STATEMENT UNDER RULE 47

183. Pursuant to Texas Rule of Civil Procedure 47(c)(5), MFRM states that it is seeking monetary relief over \$1,000,000.

184. Pursuant to Texas Rule of Civil Procedure 47(d), MFRM states that it demands judgment for all other relief to which MFRM deems itself justly entitled.

XI. EXEMPLARY DAMAGES

185. MFRM realleges and incorporates by reference the foregoing allegations as though fully set forth herein.

186. Defendants Levy, Vinson, and Deitch, as agent of Colliers Atlanta, and the Developer Defendants acted with fraud and/or malice. Accordingly, MFRM is entitled to an award of exemplary damages against Defendants Levy, Vinson, Deitch, Colliers Atlanta, and the Developer Defendants in an amount to be determined at trial.

XII. TOLLING OF LIMITATIONS

187. To the extent that any Defendant contends that all or part of a cause of action alleged herein is barred by an applicable statute of limitations, MFRM alleges the tolling doctrines of fraudulent concealment, the legal injury rule, the discovery rule, the continuing tort doctrine, principles of estoppel and the principle that injuries arising from a breach of fiduciary duty are considered inherently undiscoverable.

188. A fiduciary relationship imposes a duty on the fiduciary to render full and fair disclosure of facts material to the relationship giving rise to the duty. As employees and agents, Levy, Vinson, Deitch, and Colliers Atlanta owed fiduciary duties to MFRM. These Defendants had actual knowledge of the wrongs alleged herein, had a fixed purpose to conceal the wrongs, and did conceal the wrongs from MFRM. A breach of a fiduciary duty of disclosure is tantamount to concealment for limitations purposes.

XIII. STATEMENT REGARDING ARBITRATION

189. To the extent that the Court determines that some or all of the causes of action asserted herein as to one or more of the Defendants are subject to arbitration, pursuant to Texas Civil Practice and Remedies Code §171,086 MFRM respectfully requests that the Court enter an order compelling same and appointing one or more arbitrators as may be required.

XIV. JURY DEMAND

190. Pursuant to Texas Rule of Civil Procedure 216, MFRM request a trial by jury on all causes of action asserted herein and tenders the required Jury Fee.

XV. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff Mattress Firm Inc. prays that Defendants Bruce Levy, Alexander Deitch, Ryan Vinson, Colliers International – Atlanta, LLC, Preferred Realty LLC, Chase Ventures LLC, ABR Investment LLC, Preferred Developers, LLC, Terra Consulting II LLC, Oldacre McDonald, LLC, Mark McDonald, Quattro Development, LLC, Michael Liyeos, Win-Development, LLC, Owen C. Ewing, Jesse McInerney, and Madison Development Group LLC, be cited to appear and answer herein, and that upon final hearing, Plaintiff MFRM have judgment against Defendants, jointly and severally, as follows:

- a. Actual damages;
- b. A constructive trust;
- c. Disgorgement of Defendants' ill-gotten gain;
- d. Appropriate equitable relief;
- e. Exemplary damages;
- f. Prejudgment interest;
- g. Post-judgment interest;
- h. All recoverable costs; and
- i. Such other and further relief, general and special, legal and equitable, to which Plaintiff may show itself to be justly entitled.

DATED: October 30, 2017

Respectfully submitted,

/s/ John B. Thomas

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Attorneys for Plaintiff Mattress Firm Inc.

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED MATTRESS FIRM, INC. VS. BRUCE LEVY, ET AL.
 (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: Paul L. Mitchell Address: 700 Louisiana, Ste 2000 City/State/Zip: Houston TX 77002 Signature:  Email: pmitchell@hicks-thomas.com Telephone: 713-547-9193 Fax: _____ State Bar No: 14217920	Names of parties in case: Plaintiff(s)/Petitioner(s): MATTRESS FIRM, INC. _____ Defendant(s)/Respondent(s): BRUCE LEVY (see attached sheet) _____ [Attach additional page as necessary to list all parties]	Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____
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2. Indicate case type, or identify the most important issue in the case (select only 1):

<i>Civil</i>			<i>Family Law</i>	
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input checked="" type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Paternity/Parentage <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			

3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
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4. Indicate damages sought (do not select if it is a family law case):

Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
 Less than \$100,000 and non-monetary relief
 Over \$100,000 but not more than \$200,000
 Over \$200,000 but not more than \$1,000,000
 Over \$1,000,000

BRUCE LEVY
ALEXANDER DEITCH
RYAN VINSON
COLLIERS INTERNATIONAL—ATLANTA, LLC
PREFERRED REALTY, LLC
CHASE VENTURES LLC
ABR INVESTMENT, LLC
PREFERRED DEVELOPERS, LLC
TERRA CONSULTING II LLC
OLDACRE MCDONALD, LLC
MARK MCDONALD
QUATTRO DEVELOPMENT, LLC
MICHAEL LIYEOS
WIN-DEVELOPMENT L.L.C.
OWEN C. EWING
JESSE MCINERNEY
MADISON DEVELOPMENT GROUP LLC