

**ORIGINAL**



0000101870

Docket No. S-20660A-09-0107

1 Bruce R. Heurlin, SBN 003214  
 2 HEURLIN SHERLOCK PANAHI  
 3 1636 N. Swan Road, Ste. 200  
 4 Tucson, AZ 85712-4096  
 Telephone: (520) 319-1200  
 Facsimile: (520) 319-1221  
 Email: BHeurlin@HSPatlaw.com

5 Attorneys for Respondents HORIZON PARTNERS, L.L.C., an Arizona limited  
 6 liability company; TOM HIRSCH and DIANE ROSE HIRSCH, husband and wife;  
 7 BERTA FRIEDMAN WALDER (aka BUNNY WALDER), a married person;  
 HOWARD EVAN WALDER, a married person; HARISH PANNALAL SHAH and  
 MADHAVI H. SHAH, husband and wife

**BEFORE THE ARIZONA CORPORATION COMMISSION**

10 In the matter of:  
 11 RADICAL BUNNY, an Arizona limited  
 12 liability company,  
 13 HORIZON PARTNERS, L.L.C., an  
 Arizona limited liability company,  
 14 TOM HIRSCH (aka TOMAS N. HIRSCH)  
 and DIANE ROSE HIRSCH, husband and  
 15 wife,  
 16 BERTA FRIEDMAN WALDER (aka  
 BUNNY WALDER), a married person,  
 17 HOWARD EVAN WALDER, a married  
 18 person,  
 19 HARISH PANNALAL SHAH and  
 20 MADHAVI H. SHAH, husband and wife,  
 21 Respondents.

Docket No. S-20660A-09-0107

**RESPONDENTS'  
PRELIMINARY LIST OF EXHIBITS  
- SUPPLEMENT 1**

Arizona Corporation Commission

**DOCKETED**

AUG 24 2009

DOCKETED BY

ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

2009 AUG 24 A 10:01

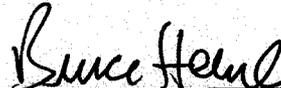
**RECEIVED**

22 Pursuant to the June 17, 2009, Procedural Order, Respondents HORIZON  
 23 PARTNERS, L.L.C., TOM HIRSCH (aka TOMAS N. HIRSCH) and DIANE ROSE  
 24 HIRSCH, BERTA FRIEDMAN WALDER (aka BUNNY WALDER), HOWARD EVAN  
 25 WALDER, and HARISH PANNALAL SHAH and MADHAVI H. SHAH (not Radical  
 26 Bunny, LLC) submit a supplement to Respondents' list of exhibits submitted on  
 27 August 17, 2009.

**RESPONDENTS' EXHIBITS – SUPPLEMENT 1**

- 6. February 28, 2007, Agreement For Legal Services from Quarles & Brady (QB) to Mr. Tom Hirsch, Radical Bunny, LLC (3 pages).
- 7. January 25, 2007, email exchange between QB attorneys Chris Hoffman and P. Robert Moya (1 page).

Dated: August 19, 2009

  
Bruce R. Heurlin, SBN 003214  
HEURLIN SHERLOCK PANAH  
1636 N. Swan Road, Suite 200  
Tucson, AZ 85712-4096  
Tel: (520) 319-1200  
Fax: (520) 319-1221  
Attorneys for Respondents HORIZON PARTNERS, L.L.C., an Arizona limited liability company; TOM HIRSCH and DIANE ROSE HIRSCH, husband and wife; BERTA FRIEDMAN WALDER (aka BUNNY WALDER), a married person; HOWARD EVAN WALDER, a married person; HARISH PANNALAL SHAH and MADHAVI H. SHAH, husband and wife

Original and 13 copies filed August 20, 2009, with:  
Arizona Corporation Commission  
400 West Congress  
Tucson, Arizona 85701-1347

Courtesy copy mailed August 19, 2009, to:  
Lyn Farmer, Chief Administrative Law Judge  
Arizona Corporation Commission  
Hearings Division  
1200 West Washington  
Phoenix, Arizona 85007

Copy mailed and emailed August 19, 2009, to:  
Julie Coleman  
Arizona Corporation Commission  
Securities Division  
1300 West Washington, Third Floor  
Phoenix AZ 85007  
Email: [jcoleman@azcc.gov](mailto:jcoleman@azcc.gov)



One Renaissance Square  
Two North Central Avenue  
Phoenix, Arizona 85004-2301  
Tel: (602) 229-5200  
Fax: (602) 229-5000  
www.quarles.com

Attorneys at Law in:  
Phoenix and Tucson, Arizona  
Naples and Boca Raton, Florida  
Chicago, Illinois  
Milwaukee and Madison, Wisconsin

Christian J. Hoffmann, III  
Direct Dial: 602-229-5336  
Direct Fax: 602-420-5006  
e-mail: choffmann@quarles.com

February 28, 2007

Mr. Tom Hirsch  
Radical Bunny, LLC  
2222 E. Camelback Road  
Suite 103  
Phoenix, AZ 85016

Re: *Agreement For Legal Services*

Dear Tom:

We are pleased that you and your partners have asked our firm to represent Radical Bunny, LLC (the "Company"). This letter will confirm our discussion with the Company regarding its engagement of our firm to represent the Company and will describe the basis on which our firm will provide legal services to the Company.

1. *Client: Scope of Representation.* We will be engaged to represent the Company in connection with its general corporate, securities and mortgage origination/lending law matters (the "Matters"). The Company may limit or expand the scope of our representation from time to time, provided that we must agree to any substantial expansion.

2. *Term of Engagement.* Either the Company or our firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If we terminate the engagement, we will take such steps as are reasonably practicable to protect the Company's interests in the above matters.

Unless previously terminated, our representation of the Company will terminate upon our sending it our final statement for services rendered on the Matters. Following such termination, we will keep any otherwise nonpublic information that the Company has supplied to us confidential in accordance with applicable rules of professional conduct. At its request, we will return the Company's papers and property to it promptly upon receipt of payment for outstanding fees and costs. We will retain our own files, including lawyer work product, pertaining to the Matters. All such documents we retain will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such

Mr. Tom Hirsch  
February 28, 2007  
Page 2

documents or other materials we retain within a reasonable time after the termination of the engagement.

3. *Fees and Expenses.* Our fees will be based primarily on the billing rate for each attorney and legal assistant devoting time to the matters noted above. Our billing rates for attorneys currently range from \$190 per hour for new associates to \$435 per hour for senior partners, which include me. Time devoted by legal assistants is charged at billing rates ranging from \$120 to \$165 per hour. These billing rates are subject to change from time to time. We may also take other factors into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitation imposed by the client or the transaction, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our representation.

While hourly rates are an important factor, the real issue in providing cost-effective legal services relates more to the efficiency and experience of the lawyers involved and the ultimate cost and value of the project to the client. After we review the documents you have submitted, we will outline the major issues and action items and, to the extent possible, give you an estimate of our fees for the major parts of the project.

We will include on our statements separate charges for performing services, such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. We will generally not pay fees and expenses of others, such as consultants, appraisers, and local counsel. These charges will be billed directly to the Company.

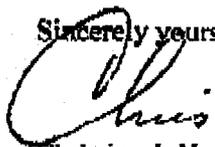
Statements normally will be rendered monthly for work performed and expenses incurred the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may cease performing services for the Company until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

4. *Client Responsibilities.* The Company agrees to cooperate fully with us and to provide promptly all information known or available to it relevant to our representation. The Company also agrees to pay our statements for services and expenses in accordance with Paragraph 3, "Fees and Expenses."

Mr. Tom Hirsch  
February 28, 2007  
Page 3

5. *Conflicts.* As we have discussed, you are aware that our firm represents many other companies and individuals. It is possible that during the time we are representing the Company certain of our present or future clients will have disputes or transactions with the Company. The Company agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the Company even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Company, our firm has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to the Company's material disadvantage. The Company should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Company. We understand that the Company has no subsidiaries and is not a subsidiary of another corporation.

Please indicate your acceptance of the foregoing provisions governing our engagement by signing the enclosed copy of this letter in the space provided below and returning it to me. If you have any questions about these provisions, or if you would like to discuss possible modifications, please call me. Further, if any questions or comments arise during the course of our representation, please contact me so that we may deal with them. Again, we are pleased to have the opportunity to serve the Company.

Sincerely yours,  
  
Christian J. Hoffmann, III  
For the Firm

CJH:cc

AGREED AND ACCEPTED:

RADICAL BUNNY, LLC

By: \_\_\_\_\_  
Tom Hirsch

Its: \_\_\_\_\_

Dated \_\_\_\_\_, 2007

QBPHX\2075521.1

We should talk. Please let me know when you have a few minutes.

Thank you.

-Bob-

-----Original Message-----

From: Hoffmann, Chris  
Sent: Thursday, January 25, 2007 11:35 AM  
To: Moya, P. Robert  
Subject: Re: Do we want this client?



Yes I can help



Sent from my BlackBerry Wireless Handheld

-----Original Message-----

From: Moya, P. Robert <PRM@quarles.com>  
To: Hoffmann, Chris <CHoffman@quarles.com>  
Sent: Thu Jan 25 11:34:45 2007  
Subject: Do we want this client?

Chris: This is the company I mentioned in my voice-mail. The questions are whether we would like to work with them and whether we can help them at a reasonable price. They are worried about compliance issues, particularly relating to securities regulation. I can see why.



Principals: Tom Hirsch, Howard Wilder, Bunny Wilder,

*Benta* (a) *Harish Shah*



Radical Bunny LLC ("RB")

(also needs a new Operating Agreement)

2222 East Camelback



602.682.5150

*602-682 (F) 5154*

Recommended by Mortgages Ltd. ("ML")(Todd Drown)