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**JEFFREY A. MATZ**  
1959 East Drake Drive  
Tempe, Arizona 85283  
480-970-6866

IN PROPRIA PERSONA

**United States District Court  
Northern District of Texas**

Michael J. Quilling, Receiver for  
Hammersmith Trust, LLC, Hammersmith  
Trust, Ltd., Microfund, LLC, and  
Bridgeport Alliance LLC

Plaintiff

vs.

Adam Shaw, Thomas R. Smith, Linda J.  
Smith, Michael J. Klein, Leon Hurst,  
Summit Marketing, Inc., Bancorp  
Mortgage, Inc., Caton & Associates, Inc.,  
Simplified Communications, Inc., Chatham  
International, Inc., Thomas McCrimmon,  
United Holdings Corp., Gregg Skibbee,  
Rick Shirrell, Jeffrey A. Matz, Christopher  
J. Carlson, Murray Stucker and Larry K.  
Lewis,

Defendants.

CASE NO.: 3-00CV1405-R

**ANSWER TO PLAINTIFF'S COMPLAINT  
FROM JEFFREY A. MATZ**

TO PLAINTIFF AND TO HIS ATTORNEYS OF RECORD:

Defendant, JEFFREY A. MATZ, for himself alone, answers the unverified complaint of plaintiffs as follows: This answering defendant denies generally and specifically each and every word, matter, thing and allegation contained in plaintiff's complaint.

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**QSCL**

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FOR A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE

THIS ANSWERING DEFENDANT ALLEGES THAT:

The complaint on file herein, and each and every purported cause of action thereof, fails to state a cause of action as against this answering defendant.

FOR A SECOND, SEPARATE AND AFFIRMATIVE

DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

The claims for relief alleged in the complaint on file herein are barred by the statute of limitations.

FOR A THIRD, SEPARATE AND AFFIRMATIVE

DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

At all times relevant herein, this answering defendant acted in good faith, had no knowledge nor reasonable ground to believe in the existence of any fact now being complained of, and did not directly or indirectly induce the act or acts complained of by plaintiffs in their complaint.

FOR A FOURTH, SEPARATE AND AFFIRMATIVE

DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

All events, happenings, injuries and damages referred to in the complaint were legally caused by the negligence, defalcation or fault of the firms, persons, corporations or entities other than this answering defendant; wherefore, if there is found to be fault on the part of this answering defendant which in any way, manner or degree contributed to the plaintiff's alleged injuries or damages, that a finding should be made apportioning and affixing the comparative fault of any

1 and all parties or persons whether named in this action or otherwise.

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FOR A FIFTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

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6 All events, happenings, injuries and damages referred to in the complaint were legally caused  
7 by the negligence, defalcation or fault of the firms, persons, corporations or entities other than  
8 this answering defendant, or for whom this answering defendant exercised no jurisdiction or  
9 control.

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FOR A SIXTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

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14 The plaintiffs are barred from recovery herein by reason of the fact that the "lender/investors"  
15 voluntarily and knowingly entered into and engaged in the conduct alleged in the complaint,  
16 and voluntarily and knowingly assumed all risks incident to said conduct.

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FOR A SEVENTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THESE ANSWERING DEFENDANTS ALLEGE THAT:

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21 Plaintiff has failed to mitigate his damages and injuries, if any.

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FOR AN EIGHTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

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26 The claims for relief alleged in the complaint are barred by reason of the fact that plaintiff, upon  
27 being fully informed of the acts and events of which they now complain, ratified and affirmed

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1 all conduct with respect to those acts and events, and therefore, plaintiff has waived his claims  
2 and is estopped from asserting the same.

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FOR A NINTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

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Plaintiff is barred from any recovery in this action in that he or the firms, persons, corporations  
8 or entities other than this answering defendant, or for whom this answering defendant  
9 exercised no jurisdiction or control, willingly and voluntarily consented, expressly and impliedly,  
10 to any such acts or conduct as may be shown on the part of this defendant.

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FOR A TENTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

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The plaintiff is barred from any recovery herein by reason of the doctrine of unclean hands as  
16 applied to the plaintiff herein.

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FOR AN ELEVENTH, SEPARATE AND AFFIRMATIVE

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DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

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Each cause of action asserted by the plaintiff herein is barred by reason of acts, omissions,  
22 representations and courses of conduct by the plaintiff, or by the acts, omissions,  
23 representations and courses of conduct by the firms, persons, corporations or entities other  
24 than this answering defendant, or for whom this answering defendant exercised no jurisdiction  
25 or control, by which this answering defendant was led to rely to his detriment, thereby barring,  
26 under the doctrine of equitable estoppel, any cause of action asserted by the plaintiffs herein.

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FOR A TWELFTH, SEPARATE AND AFFIRMATIVE  
DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

The applicable law which governs this case, both substantively and procedurally, is the law of Tennessee, as provided for in the contract alleged in the Complaint.

FOR A THIRTEENTH, SEPARATE AND AFFIRMATIVE  
DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

This Court has no jurisdiction in this matter by reason of the "Arbitration Clause" found in the contracts attached hereto as exhibits.

FOR A FOURTEENTH, SEPARATE AND AFFIRMATIVE  
DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

Contrary to the allegations in the Complaint, the alleged investment monies of the "lender/investors" were secured as provided for in the contract alleged in the Complaint.

FOR A FIFTEENTH, SEPARATE AND AFFIRMATIVE  
DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

Contrary to the allegations in the Complaint, the alleged investment monies of the "lender/investors" that were in any way related to this answering defendant were secured by a fidelity bond with National Union Fire Insurance Company Of Pittsburgh, Pennsylvania, under policy numbers 165-023146 and 165-024485 as provided for in the contract alleged in the Complaint.

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FOR A SIXTEENTH, SEPARATE AND AFFIRMATIVE  
DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

Contrary to the allegations in the Complaint, the alleged investment monies of the "lender/investors" that was remitted to this answering defendant was already returned to the "lender/investors" and to their respective agents, creditors, brokers and other recipients as designated by them, in an amount in excess of the amount prayed for in the Complaint as against this answering defendant.

FOR A SEVENTEENTH, SEPARATE AND AFFIRMATIVE  
DEFENSE THIS ANSWERING DEFENDANT ALLEGES THAT:

Contrary to the allegations in the Complaint, this answering defendant is not in possession or control of any of the funds prayed for, in that after the disbursements as alleged herein, this answering defendant suffered a net loss.

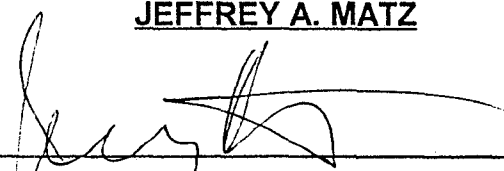
WHEREFORE, Defendant Jeffrey A. Matz prays as follows:

1. That plaintiffs take nothing by way of their complaint;
2. That judgment be rendered in favor of this answering defendant;
3. That this matter be stayed and ordered to arbitration;
4. That this answering defendant be awarded costs of suit incurred herein, and
5. For such other and further relief as this court deems to be just and proper.

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1 Dated: March 9, 2001 the firms, persons, corporations or entities other than this answering  
2 defendant, or for whom this answering defendant exercised no jurisdiction or control,  
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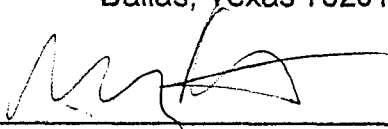
5 JEFFREY A. MATZ

6  
7 By:   
8 JEFFREY A. MATZ  
9 IN PROPRIA PERSONA  
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11 CERTIFICATE OF SERVICE

12  
13 I hereby certify service of the foregoing **DEFENDANT MATZ PRE-TRIAL MEMORANDUM**  
14 **OF CONTENTIONS OF FACT AND LAW** was made on the 22 day of March, 2001, by  
15 depositing a true copy, first class postage prepaid mail, at Pensacola, Florida, addressed to  
16 the following:  
17

18 Andrew M. Trusevich  
19 Quilling, Selander, Cummiskey & Lownds, P.C.  
20 2001 Bryan Street, Suite 1800  
21 Dallas, Texas 75201  
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25 \_\_\_\_\_  
26 JEFFREY MATZ  
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