FILE NO. A04-955

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action against JAMES P. MULVAHILL, a Minnesota Attorney, Registration No. 151932.

SUPPLEMENTARY PETITION FOR DISCIPLINARY ACTION

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility, hereinafter Director, files this supplementary petition for disciplinary action pursuant to Rules 10(e) and 12(a), Rules on Lawyers Professional Responsibility (RLPR).

Respondent is currently the subject of an August 23, 2004, amended petition for disciplinary action. On September 17, 2004, the parties entered into a stipulation for discipline based on the allegations of the amended petition. Respondent admitted the allegations and the parties agreed that respondent's misconduct warranted an indefinite suspension for a minimum period of five years. On October 22, 2004, after the stipulation had been filed, the Director received, and commenced an investigation of, the complaint that is the subject of this supplementary petition. On November 24, 2004, the Supreme Court issued its order concluding that the discipline provided for by the parties' stipulation was "inadequate and that disbarment may be warranted."

The Director alleges that respondent has committed the following additional unprofessional conduct warranting public discipline, which misconduct should be considered in determining the appropriate discipline in this matter:

SECOND COUNT

(Jerome Cheese Matter)

160. In 2001, respondent began representing Equinox Enterprises, Inc. ("Equinox), a dairy product wholesaler, in business matters. David St. Clair and Scott Stefan were the owners of Equinox.

161. Among the matters respondent handled for Equinox was a dispute with Jerome Cheese Company, a subsidiary of Davisco Foods International, Inc., and Equinox's largest vendor. Jerome Cheese sued Equinox in Le Sueur County District Court to recover funds it claimed were due from Equinox.

162. Eventually, the court awarded Jerome Cheese a judgment against Equinox. Jerome Cheese undertook action to collect the judgment, including attaching various of Equinox's accounts receivable.

163. In October 2002, Jerome Cheese attached a $13,403.10 account receivable due Equinox.

164. Equinox claimed that the October 2002 attachment violated a court order and was improper. Equinox asked the court to order Jerome Cheese to refund the $13,403.10. On March 17, 2003, the court ordered Jerome Cheese to refund to Equinox the $13,403.10 in attached funds (Exhibit 1).

165. Jerome Cheese complied with the court's order and remitted its $13,403.10 check to respondent (Exhibit 2). A copy of the $13,403.10 check and the cover letter remitting the check to respondent were filed with the Le Sueur District Court Administrator (Exhibits 3 and 4).

166. Respondent did not, at that time or any other, affirmatively inform St. Clair or Stefan of his receipt of the $13,403.10 from Jerome Cheese.

167. On or about April 15, 2003, respondent endorsed Jerome Cheese's $13,403.10 check as "Attorney in Fact," and deposited it into his First National Bank of the Lakes trust account no. 8608790 ("FNB TA").

168. Within two weeks respondent transferred substantially all of the $13,403.10 into his First National Bank of the Lakes business account no. 8608803 ("FNB business account") through a series of electronic transfer transactions. By April 29, 2003, the balance in respondent's FNB TA was only $179.60. The account balance was subsequently reduced to $.60. Neither St. Clair nor Stefan authorized respondent to disburse the $13,403.10.

169. By April 29, 2003, respondent had disbursed all of the Equinox funds he had transferred into his FNB business account to himself or to his own personal and business creditors. On April 29, 2003, the balance in respondent's FNB business account was negative $144.08.

170. Following issuance of the court's order directing Jerome Cheese to refund the $13,403.10, St. Clair began attempting to reach respondent to determine the status of the funds. Respondent did not respond to St. Clair's communications.

171. In July 2003, St. Clair contacted the Le Sueur County District Court clerk's office and, for the first time, learned that Jerome Cheese had made the $13,403.10 payment to respondent in March 2003.

172. St. Clair immediately confronted respondent, who stated that he had applied the payment to his outstanding attorney's fees. In fact, however, respondent had not billed Equinox, or otherwise had any communication with St. Clair or Stefan about outstanding fees, since February 5, 2003.

173. On August 18, 2003, respondent faxed to St. Clair a billing statement dated August 6, 2003, which reflected $25,265 in attorney's fees and application of a $13,403.10 payment.

(Wells Fargo Matter)

174. Beginning in December 2001, respondent represented Equinox in a dispute with Wells Fargo Bank.

175. On February 13, 2002, respondent issued a billing statement to Equinox, which reflected $40,248 in attorney's fees in the Wells Fargo Bank matter. The billing statement further reflected application of a $25,000 retainer Equinox had paid and a resulting balance due of $15,428.

176. In or about March 2002, respondent and Equinox entered into a "Legal Service Agreement" ("Agreement") covering respondent's future representation in the Wells Fargo Bank matter.

177. The Agreement provided for a $35,000 "flat fee" and required Equinox to make a series of $6,250 semi-monthly payments to respondent. The payments specifically required under the Agreement actually totaled $50,000, however, because they included the $35,000 flat fee payment and $15,000 of attorney fees already incurred prior to the Agreement.

178. During the period March 22 to June 27, 2002, Equinox made a series of payments to respondent pursuant to the Agreement. These payments totaled $50,000.

179. In addition, however, Equinox separately paid the approximately $15,000 that was due prior to execution of the Agreement in two $7,500 installments on March 7 and 14, 2002.

180. Respondent did not issue another billing statement to Equinox in either the Jerome Cheese or Wells Fargo matters until September 2002. On the September 2002 billing invoice, Equinox's March 7 and 14, 2002, payments were not credited and they have not been credited on any subsequent statements. Respondent has not repaid Equinox the $15,000.

181. Respondent's conduct violated Rules 1.4, 1.15(a) and (c), and 8.4(c), Minnesota Rules of Professional Conduct (MRPC).

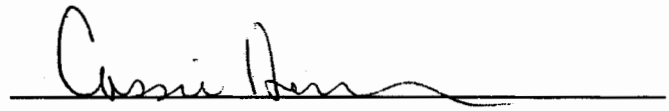
WHEREFORE, the Director respectfully prays for an order of this Court disbarring respondent, awarding costs and disbursements pursuant to the Rules on

Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Dated: December 9, 2004.

KENNETH L. JORGENSEN
DIRECTOR OF THE OFFICE OF LAWYERS
PROFESSIONAL RESPONSIBILITY
Attorney No. 159463
1500 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102-1218
(651) 296-3952

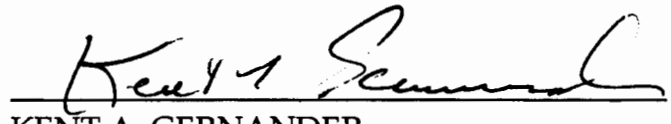
and



CASSIE HANSON
ASSISTANT DIRECTOR
Attorney No. 303422

This supplementary petition is approved for filing pursuant to Rule 10(e), RLPR, by the undersigned.

Dated: December 10, 2004.



KENT A. GERNANDER
CHAIR, LAWYERS PROFESSIONAL
RESPONSIBILITY BOARD

LE SUEUR COUNTY
DISTRICT COURT
FILED
MAR 18 2003
COURT ADMINISTRATOR
By _____ Deputy

STATE OF MINNESOTA

COUNTY OF LE SUEUR

DISTRICT COURT

FIRST JUDICIAL DISTRICT

Jerome Cheese Company, a division of Davisco Foods International Inc.,

Plaintiff,

Court File No. C8-02-0069

AMENDED ORDER FOR SUMMARY JUDGMENT

Equinox Enterprises Inc., d/b/a Dairy Specialists, and US Investment LLC,
Defendants.

The above-entitled matter came on for a hearing before the Honorable John S. Connolly, Judge of District Court, on February 18, 2003, on Defendants' Motion for Summary Judgment.

Defendants appeared thru their attorney James P. Mulvahill. Plaintiff appeared thru it's Vice President and Chief Financial Officer James T. Ward. Previously Attorney Scott V. Kelly represented the Plaintiff but withdrew on December 19, 2002 the matter was heard by the court on the submissions of the parties and on all the records proceedings herein.

Based upon the files, records, the arguments of the parties and counsel, the affidavits submitted, and proceedings herein,

IT IS HERBY ORDERED THAT

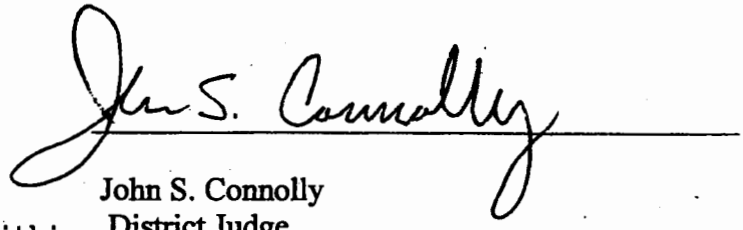
1. The Defendants are entitled to Summary Judgment in their favor against Plaintiff in the amount of $13,403.10 which sum Plaintiff received as overpayment of a an agreed upon settlement between the parties.

2. The attached memordum is incorporated herein.

Exhibit 1

3. **IT IS HEREBY FURTHER ORDERED THAT NO JUST REASON EXISTS FOR DELAY**: The clerk shall enter judgment in favor of the Defendants and against the Plaintiff in the amount of $13,403.10 plus costs and interest from November 4, 2002 **LET JUDGMENT BE ENTERD ACCORDINGLY (Stayed 30 days).**

Dated March 17, 2003



John S. Connolly
District Judge

I hereby certify that the within Order constitutes the Judgment of this Court.
Dated: 4-18-03

Joanne M Kopet
Court Administrator

(COURT SEAL)

By: Deputy

MEMORDUM.

This case involves the question of whether Plaintiff received more than it had bargained for in the settlement agreement between the parties. .

HISTORY:

The plaintiff sold cheese products to defendants. The plaintiff sued defendant for Replevin. A hearing had been scheduled before Judge William Macklin on February 14, 2002. Before the hearing started plaintiff's attorney Scott V. Kelly and defendants attorney James P. Mulavill informed Judge Macklin they reached an agreement. They put it on the record. (See exhibit A). The gist of the agreement is as follows. Defendants would deed over to plaintiff a warehouse they owned in Texas as a complete settlement, however the property had a mortgage in the approximate amount of $150,000. Defendants had to get rid of that mortgage and give the plaintiff the property without any encumbrances. Also plaintiff would receive the rents, and defendants would pay the current real estate taxes. Plaintiff agreed to give defendants 6 months to satisfy the mortgage. Defendants further agreed if the mortgage wasn't satisfied in 90days

then the defendants would assign to plaintiff their accounts receivable up to a cap $150,000 until the mortgage was satisfied. Plaintiff's attorney drew up an agreement (see exhibit B), which set forth the agreement. Defendants signed the agreement. On June 13, 2002 plaintiff brought a motion before Judge Michael Young requesting that the defendant satisfy the $150,000 mortgage. Judge Young ruled plaintiff was premature because the settlement agreement gave defendants until August 14, 2002 to satisfy the mortgage. The mortgage had still not been paid off by September 4, 2002. The parties appeared before Judge Gerald Kalina on September 4, 2002. Judge Kalina ordered that because the mortgage had not yet been satisfied pursuant to the February 14, 2002 settlement agreement. Defendants were ordered to assign their receivables to plaintiff, and to provide a full and complete disclosure of its' assets including accounts receivable by September 10, 2002. Defendants disclosed E.J. Dairy Marketing and Cold Storage, LLC in the amount of $13,403.10. Plaintiff's attorney Scott V. Kelly sent E.J. Dairy Marketing and Cold Storage LLC a letter on September 5, 2002 informing them of Judge Kalina's order of September 5, 2002. E.J issued plaintiff' a check for $13,403.10 on October 18, 2002. Judge Kalina's order of September 5, 2002 in no way modified the settlement agreement nor in any way awarded plaintiff more than it had agreed to take in the settlement agreement. What it did was put some judicial teeth in the settlement agreement. It Judicially assigned Defendants' assets to plaintiff until plaintiff either got enough of defendants assets to pay off the $150,000 mortgage or defendants paid it off or a combination of both. In any event this Court received this case as a block assignment around the middle of September 2002

SETTLEMENT AGREEMENT OR NOT

Counsel for the respective parties informed the Court in early November that the mortgage had been satisfied that here was some $48,588.00 on deposit with the Clerk of Court in LeSueur County. They further sent the court a Stipulation (see exhibit C) that the Court Administrator

should pay plaintiff $11,583.64 of the money on deposit pursuant to this court's order of October 4, 2002 awarding plaintiff attorney fees and money to pay the taxes that defendant should have paid. The stipulation further provided that Wells Fargo a creditor of defendants' would receive the balance of the money $37,024.36. Based on the stipulation the court so ordered (see exhibit D)

The most pertinent part of the Stipulation to the matter at hand is the following language. **"2 On or before 4:00 p.m. on November 5, 2002, Scott Kelly or another authorized representative of Davisco Foods International, Inc. shall provide Equinox Enterprises. With a letter releasing any and all claims to Equinox Enterprises account receivable and other assets."**

This court is confident that on November 4, 2002 when attorney Scott V. Kelly signed the Stipulation that he did not know that a few days earlier that his client had **unjustly enriched itself** by not reporting or accounting to the court that it had received $13, 403.10 from E.J. Dairy to diminish the $ 150,000 mortgage that the defendants still had on the real estate

If this court had known this it certainly would not have ordered defendants to pay the back taxes because the mortgage had been paid off in late September 2002. Therefore part of this $13,403.10 would have gone to pay off the taxes the rest back to the defendants. Scott V. Kelly has submitted an unsigned affidavit herein. It is more noteworthy of what it doesn't address rather than what it does. It doesn't address the merits of the case here. Did the plaintiff receive an overpayment per the settlement and did that unjustly enrich the plaintiff. , Defendant's attorney James P. Mulvahill in his affidavit signed February 6, 2003 states as follows

"3. In telephone conversations I had with attorney Scott Kelly, who at the time represented Jerome Cheese, he stated as follows:

a) That he advised Jerome Cheese that Jerome Cheese had to perform the terms of the brokerage agreement set forth in the Settlement Agreement.
b) That Jerome Cheese had to return the $13,403.10 taken from Equinox.

. In a subsequent telephone conversation with Mr. Kelly, he stated that his clients had terminated him. Mr. Kelly further stated that his clients instructed him not to send out a corrected letter relating to the seizure of accounts receivable and that he had nothing to

do with the seizure of the $13,403.10 and was unaware that it had been done at the time he made appearances in Court."

Plaintiff submitted an unsigned affidavit from their former attorney Scott V. Kelly dated January 2003. It is attached as (exhibit E). It does not address the question of whether he advised his former clients to return the $13, 403.10 received from E.J. Dairy rather it gives a history of the proceeding in front of Judge Kalina. It talks about the numerous Judges the parties stood before. It doesn't talk about the settlement agreement he read into the record before Judge Macklin or the release he helped draft (exhibit B) The only thing he said about the question here of whether there was **unjust enrichment or not** is the following

Paragraph 5." **It is my understanding that the Plaintiff did collect the $13, 403.10 receivable after I sent a letter to E.J. Dairy Marketing and Cold Storage, LLC on September 5, 2003, pursuant to the September 5, 2002 Order;"**

He doesn't address the question as to how the $13,403.10 his client received in late October 2002 should be accounted for. Clearly it should have been used to reduce the encumbrance of $150,000 on the building his client received a deed to under the February 14, 2002 settlement agreement however the mortgage had been satisfied by then. Scott V. Kelly was the attorney who represented the plaintiff in the settlement agreement. He is the attorney who moved to enforce the agreement first in front of Judge Young in June 2002, then in front of Judge Howe in August 2002, then in front of Judge Kalina in early September 2002, finally before this court in September and October 2002.

Scott V. Kelly does not represent the plaintiff in the present proceedings. The plaintiff has elected to proceed without an attorney. Ordinarily a corporation must have an attorney in order to appear in court (see Nicollet Restoration Inc v.Turnham 486 N.W.2d 753 Minn Supreme Ct.) This court advised both Sue Gliszinski Corporate Business Manager and James T. Ward V.P. and Chief Financial Officer of their right to have counsel for the corporation after their attorney Scott V. Kelly withdrew. James T. Ward informed the court that the plaintiff corporation had spent enough money on attorney's fees in this matter and that the corporation wanted Mr. James T. Ward to proceed on behalf of the Corporation. The court has permitted thus because it would be too harsh in this case not to let the plaintiff corporation present their side particularly where their counsel who commenced this lawsuit has withdrawn.

Both parties were given until February 2003 to submit their arguments, which they did. Mr. James T. Ward stated in his submission of February 18, 2003 on page two the following

"Further the parties never came to an agreement as indicated earlier, and Equinox certainly did not follow through on their many commitments, thereby forcing Davisco into litigation"

The gist of Mr. Ward's arguments is that Defendants breached numerous agreements between the parties, which has caused plaintiff numerous damages. The court is not without sympathy with that argument. The court agrees the plaintiff breached the settlement agreement by not satisfying the mortgage on the property by August 14, 2002 as they agreed to on February 14, 2002. However the plaintiff did not move to set the agreement aside in August 2002 in front of Judge Howe or Judge Kalina on September 4, 2002 but rather moved to have Judicial teeth put into the agreement i.e. either pay off the

mortgage **now** or the court will order your accounts receivable assigned. Plaintiff's attorney Scott v. Kelly clearly stated the plaintiff's position on August 8, 2002 when he moved Judge Howe to enforce the settlement agreement on page 3 of his memordum in support of his motion he stated:

"Equinox has transferred its title to the Texas property and Equinox has executed and delivered the appropriate security interest in the assets of the corporation. To date, equinox has not satisfied the mortgage nor paid its pro rata share of property Taxes."

Kelly further argued at page 5 quoting Theis v. Theis 135 N.W.2d 740,744 (Minn. 1965) **"A settlement agreement is essentially a contract subject to contractual rules of interpretation and enforcement"**

Here the plaintiff did not repudiate the contract of settlement and ask to call it off, but rather through their attorney/agent it asked to enforce it. The plaintiff never sued for fraud, although it now claims the defendants misrepresented the value of the property. Rather than repudiate the settlement contract. The plaintiff at all times moved to enforce it. The plaintiff got what it wanted the mortgage paid off, however that didn't happen until about September 23 about 2 1/2 weeks after Judge Kalina ordered the accounts receivable turned over to the plaintiff, because defendants were about 3 weeks late in satisfying the mortgage per the settlement agreement. Before Judge Kalina plaintiff vigorously sought enforcement. Probably the $13,403.10 from E.J.Dairy **slipped through the cracks. This does not entitle plaintiff to keep it. To allow plaintiff to** keep that money would **unjustly enrich plaintiff.**

Summary Judgment has been described as separating the wheat from the chaff in order to relieve the court system of the burden and expense of unfounded litigation. See Cook v Connolly 366 N.W. 2d 287 (Minn 1985) Sauter v. Sauter 70 N.W. 2d 351,353 (1955)

Summary Judgment provides a "just, speedy and inexpensive determination" Summary Judgment may be entered where the material facts are undisputed and as a matter of law compel only one conclusion. In the separation process the court here finds the settlement agreement of February 14, 2002, the written agreement signed by an agent of defendants (see exhibit B), the court order dated October 2, 2002 directing attorney James V. Mulvill to immediately pay off the mortgage on the McAllen Texas property which he did in late September or early October 2002 see exhibits F&G) are the wheat and plaintiff's dissatisfaction and frustration with the settlement agreement the chaff.

UNJUST ENRICHMENT

In Youngtown Mines Corp v Prout 124 N.W.2d 328 (Minn 1963) where the plaintiff paid royalties to the State and it was later judicially determined that the State did not hold title to the bed of the lakes. Justice Nelson speaking for the court held that the plaintiff must receive it's royalty payments back quoted from Justice William Mitchell in Brand v. Williams 13 N.W. 42 as follows

" An action for money had and received can be maintained whenever one man has received or obtained the possession of the money of another, which he ought in equity and good conscience to pay over. This proposition is elementary. There need be no privity between the parties or any promise to pay, other than that which results or is implied from one man's having another's money, which he has no right conscientiously to retain. In such case the equitable principle upon which the action is founded implies the contract and the promise. When the fact is proved that he has the money, if he cannot show a legal or equitable ground for retaining it, the law creates the privity and the promise."

See also Restatement of Restitution #20 also Juttelstad v. Juttelstad 587 N.W.2d 447 (S.D.1998) "Enrichment is unjust if it is result of money paid by mistake"

Here the proposition is elementary plaintiff's attorney knew on September 23, 2002 in a telephone conference call with the court that Defendants' attorney James v. Mulavill had the money to pay off the $150,000 mortgage plus sufficient money to pay the taxes. He

also knew no later than October 7, 2002 that Defendants' had deposited $48,000 with the court administrator pending this court's decision on attorneys fees and back taxes. He also knew that this court on both October 2 &4 2002 vacated both Judge Howe's order of August 21 2002 and Judge Kalina's order of September 4 2002. Apparently Scott v. Kelly did not notify any of the people who owed money to Defendants that Judge Kalina's and Howe's orders where vacated and they should not pay the accounts receivables to plaintiff. He knew his clients now had what they bargained for through him in the settlement agreement. Which he vigorously tried to enforce. His client had the building in Texas the mortgage was satisfied. His client received rent from the property. The court had ordered on October 4, 2002 how the defendants should pay the back taxes His client received the $13,403.10. From E.J. Dairy about October 22, 2002 at the time plaintiff received that money the mortgage was satisfied. There was money on deposit with the court to cover taxes and attorney fees. Plaintiff may argue that on October 7,2002 one of defendants other creditors Wells Fargo served a garnishment on the court administrator for $39,736.99 which involved a judgment Wells Fargo had obtained on October 4, 2002 in Hennepin County. The court administrator still had the $48,000 and that therefore plaintiff could have held on to the E.J. Dairy money to pay the taxes. That argument vanishes on November 7, 2002 when the attorneys for defendant James V.Muvahill. Wells Fargo attorney and Scott V. Kelly for plaintiff submitted a stipulation (see Exhibit C) which among other things provided that plaintiff would receive $11,583.64 to cover the remaining real estate taxes and the attorney fees Judge Kalina ordered Defendants to pay on September 4, 2002. At the very latest defendants were entitled to the payment from plaintiff of the E.J. Dairy money in the amount of $13,403.10 on November 4, 2002 Defendant is entitled to the overpayment of

$13,403.10. Defendants counsel also asks to have the $3500 back that Judge Kalina ordered in attorney's fees on September 4, 2002. This court declines to do so The defendants were in breach of the settlement agreement when they appeared in front of Judge Kalina on September 4, 2002. Judge Kalina exercised his discretion when he made the order(see exhibit H). His order stands

JSC

Exhibit 2

Dan P. Mahatell
Its Attorney in Fact
Representing Equinox Enterprises,
Inc dba Dairy Specialists
and US Investment, LLC

DAVISCO FOODS INTERNATIONAL, INC.
704 NORTH MAIN ST., P.O. BOX 59
LE SUEUR, MN 56058

THE FIRST NATIONAL BANK
OF ST. PETER
ST. PETER, MINNESOTA 56082
75-133-919

86765

CHECK DATE	CONTROL NUMBER	AMOUNT
03/18/03	086765	$******13403.10

PAY Thirteen Thousand Four Hundred Three and 10/100 ----------

TO THE ORDER OF
EQUINOX ENTERPRISES, INC.
dba DAIRY SPECIALISTS
AND U.S. INVESTMENT, LLC
701 FOURTH AVE S, SUITE 500
MINNEAPOLIS, MN 55415-

DAVISCO FOODS INTERNATIONAL, INC.

Julia Saatz

⑈086765⑈ ⑆091901338⑆ 029 2730⑈ ⑈0001340310⑈

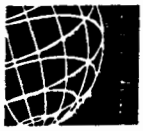
DAVISCO

FOODS INTERNATIONAL, INC.

March 27, 2003

VIA OVERNIGHT MAIL

LE SUEUR COUNTY COURTS
FILED
MAR 28 2003
COURT ADMINISTRATOR
By _____ Deputy



James Mulvahill
Attorney at Law
701 Fourth Avenue South, Suite 500
Minneapolis, MN 55415

Re: Davisco v. Equinox

Dear Mr. Mulvahill:

Pursuant to the Court's Amended Order of March 17, 2003 which you faxed to us late yesterday afternoon, enclosed please find our check in the amount of $13,403.10, payable to Equinox Enterprises, Inc., dba Dairy Specialists and U.S. Investment, LLC.

Regards,

James Ward
VP, CFO

cc: LS Cty Court Administrator
file # C8-02-0069

Exhibit 3

BUSINESS OFFICE
704 North Main Street
Post Office Box 69
Le Sueur, Minnesota 56058-0069
507-665-8811 Fax 507-665-3701

DAVISCO FOODS INTERNATIONAL EQUINOX ENTERPRISES, IN Check Date:03/18/03

86765

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
163277	COST CENTER	3/18/03	13403.10	13403.10	0.00	13403.10

THE FIRST NATIONAL BANK
OF ST. PETER
ST. PETER, MINNESOTA 56082
75-133-919

86765

DAVISCO FOODS INTERNATIONAL, INC.
704 NORTH MAIN ST., P.O. BOX 69
LE SUEUR, MN 56058

CHECK DATE	CONTROL NUMBER	AMOUNT
03/18/03	086765	$******13403.10

PAY Thirteen Thousand Four Hundred Three and 10/100 ----------

TO THE ORDER OF
EQUINOX ENTERPRISES, INC.
dba DAIRY SPECIALISTS
AND U.S. INVESTMENT, LLC
701 FOURTH AVE S, SUITE 500
MINNEAPOLIS, MN 55415-

DAVISCO FOODS INTERNATIONAL, INC.

Julia Santos

⑈086765⑈ ⑆091901338⑆ 029 2730⑈

Details on back. Security Features Included

Exhibit 4