

EXECUTIVE SUMMARY: THE ARCHITECTURE OF FRAUD UPON THE COURT

To: ALPS Insurance (Claims Division) **Re:** Notice of Uninsurable Exposure & Intentional Acts Exclusion Triggers **Insureds:** Carol Glassman (Claim No. B2515286) & Katie Goff (Claim No. B2615933)

This Master Guide serves as the definitive forensic record of a coordinated, multi-jurisdictional fraud upon the tribunal perpetrated by ALPS-insured Carol Glassman, and the catastrophic professional negligence of ALPS-insured Katie Goff in failing to prevent it.

Standard professional liability policies indemnify attorneys against errors, omissions, and negligence. They do not indemnify attorneys who deliberately bypass binding court orders, forge or conceal authorship of expert reports, and intentionally lie to the tribunal to bypass judicial scrutiny. The objective documentary record comprising native IT server logs, unredacted billing ledgers, XMP metadata, and official court transcripts proves that the judgments currently under appellate review were procured through premeditated, structural fraud.

Retained civil defense counsel (Lewis Brisbois and Gordon & Rees) have attempted to shield Ms. Glassman under the doctrine of "*Absolute Witness Immunity*," arguing her actions fall under the protection of the litigation privilege. The evidence contained herein destroys that defense. A lawyer cannot claim a document underwent "*proper judicial scrutiny*" to earn immunity when the transcript proves she affirmatively lied to the judge to prevent the document from being scrutinized.

The evidentiary timeline is bifurcated into two distinct phases of misconduct:

PHASE I: THE PREDICATE FRAUD (The 2023 Trial) Phase I encompasses the original overt acts committed to secure a mathematically impossible financial outcome by circumventing the Court's binding expert limitations.

- **The Expert Bait-and-Switch:** In defiance of a January 31, 2023, Joint Expert Stipulation limiting the parties to a single neutral expert, Ms. Glassman filed a false June 16, 2023, Witness Disclosure. While her civil defense counsel later

confessed to the DORA Board of Accountancy that this filing was a "*typographical mistake*," Ms. Glassman's unredacted billing ledgers confirm she spent an hour conferring with the illicit expert the day before the disclosure was filed.

- **The Ghostwriting Pipeline:** Unredacted ledgers reveal that between July 12 and July 17, 2023, Ms. Glassman's paralegal was instructed to format and submit the "*first draft*" of the illicit expert's rebuttal reports, effectively manufacturing a witness to hit a specific, reverse-engineered income target.
- **Bypassing the Salomone Directive:** At trial, Judge Salomone issued a strict directive that she would not independently review exhibits unless properly referenced on the record, citing her heavy caseload. Exploiting the Court's backlog, Ms. Glassman assured the trial judge that her illicit expert had "*no report serving as the necessary basis for anything*". By intentionally misclassifying him as a "*regular witness*," she bypassed required *Daubert* scrutiny, only to subsequently use the unvetted figures to drive the permanent orders.

PHASE II: THE PROCEDURAL COVER-UP (2024–Present) Phase II commenced when Plaintiff recovered the unredacted ledgers and metadata proving the Phase I fraud. Rather than correct the record pursuant to Colo. RPC 3.3, Ms. Glassman and her retained counsel weaponized procedural rules to permanently seal the record, prevent cross-examination, and block judicial review.

- **The Premeditated Rule 50 Blockade:** Facing a June 11, 2025, evidentiary hearing where her illicit expert was slated for cross-examination on his disavowed reports, Ms. Glassman billed time on June 6 and June 9 to research and draft a "Rule 41 Dismissal". She then utilized a Rule 50 motion mid-hearing to abruptly terminate the proceeding before the expert could take the stand, proving the dismissal was a premeditated trap, not a spontaneous trial decision.

- **Manufactured Defaults & Metadata Forgery:** ALPS-retained counsel (Gordon & Rees) subsequently secured a \$12,034 default fee award against Plaintiff by submitting a failed Exchange Server log ("Status: 5.4.0 Relayed") as proof of service. XMP metadata confirms the document attached to that failed relay was an unedited template requesting fees for an unrelated client ("Mark Anthony Law").

CONCLUSION AND DEMAND FOR CARRIER ACTION

The civil defense currently funded by ALPS relies on a procedural fiction. Ms. Glassman is actively shielding her misconduct by manipulating the trial court's backlog to secure gag orders against the Plaintiff. However, the appellate courts and regulatory bodies (OARC and DORA) are now in possession of the unredacted ledgers and metadata.

ALPS is respectfully directed to review the attached Master Guide and verify the cited transcripts and metadata. Upon review, ALPS must evaluate its continuing obligation to fund a defense that falls squarely within the Intentional Acts Exclusion of its policy.

MASTER GUIDE: RECORD OF EVIDENTIARY AND PROCEDURAL IRREGULARITIES PREPARED FOR CARRIER COVERAGE & LIABILITY EVALUATION

Claim Nos. B2515286 (Glassman) & B2615933 (Goff)

INTRODUCTION: THE FOUNDATION AND THE BINDING RULES

On January 31, 2023, upon the agreement and request of Ms. Glassman, the Court entered a Joint Expert Stipulation appointing Jeremy Harkness as the sole joint financial expert to determine the value of Tool Studios, LLC and the incomes of the parties.

The rules governing this appointment were explicitly established by the Court's Case Management Order and C.R.C.P. 16.2. The stipulation strictly limited the case to a single joint expert, barred unauthorized rebuttal experts absent mutual agreement or a court order, and prohibited *ex parte* communications with the expert prior to the issuance of draft reports. Operating under these binding rules, Mr. Harkness determined the company was worth its tangible assets plus a \$15,000 "going concern" value, adjusting the final valuation to \$207,000. Furthermore, Mr. Harkness properly excluded an anomalous revenue spike and set Petitioner's normalized income at approximately \$115,620, while Co-Petitioner's income was established at \$50,000 plus commissions. This was the lawful baseline.

THE CATALYST AND THE MOTIVE: The Mortgage Assumability Trap

To understand the procedural anomalies that followed, one must look at the financial timeline. On May 17, 2023, opposing counsel submitted a settlement offer that arbitrarily inflated Petitioner's imputed income to \$145,776, completely devoid of expert support. For two months, settlement stalled as Ms. Glassman and Ms. Varvel adamantly insisted the marital home's 2.75% mortgage could not be assumed.

However, on July 12, 2023, Petitioner secured written confirmation proving the loan was assumable, subject to strict income qualifications. To qualify for the newly discovered assumable mortgage, Co-Petitioner suddenly required an artificially inflated spousal maintenance award, which required proving Petitioner had an income drastically higher than the joint expert's \$115,000 baseline. On July 14, 2023, Petitioner submitted a good-faith counteroffer. Rather than respond, opposing counsel went silent. Three days later, on July 17, a completely unvetted "shadow expert" (Jay Freedberg) suddenly appeared on the docket. Without authorization, Ms. Glassman filed Mr. Freedberg's fabricated rebuttal report, which artificially inflated Petitioner's income to exactly \$197,200 the precise mathematical threshold required to justify the mortgage assumption.

I. The Expert Witness Bait-and-Switch (Violation of Joint Expert Order)

The record demonstrates a coordinated scheme to circumvent the binding January 31, 2023 order, utilizing a false disclosure to bypass C.R.E. 702 admissibility standards.

- **The "Trojan Horse" Disclosure:** To bypass the joint-expert limitation, Ms. Glassman filed a June 16, 2023 Witness Disclosure falsely naming Jay Freedberg as *Petitioner's* retained expert. This was filed just 76 hours after Petitioner's new counsel entered the case, deliberately exploiting the transition.
- **The "Regular Witness" Deception: Deception:** Knowing Mr. Freedberg could not survive a Rule 702 *Daubert* challenge due to the Joint Expert Order, Ms. Glassman affirmatively agreed with the trial judge on the record that Mr. Freedberg had "*no report serving as the necessary basis for anything up to now*" and classified him merely as "*Just a regular -- Witness*".

- **The Pivot:** Immediately following this judicial assurance, counsel conducted a full expert examination of Mr. Freedberg, relying on his unadmitted July 17, 2023 reports. The trial court subsequently adopted these unvetted figures artificially inflating Petitioner's income to \$197,200 in its Permanent Orders, actively contradicting its own baseline.
- **The "Second Valuation" Gaslighting (Misrepresentation to the Tribunal):** To legitimize the illicit introduction of the Freedberg reports, Co-Petitioner's counsel affirmatively misrepresented the procedural history to the trial court. During closing arguments, counsel falsely stated that Petitioner "*requested... the second valuation*" and that Mr. Freedberg's rebuttal was generated "*because of the disagreement of the first*". This is a documented fiction. The record proves Petitioner's former counsel (John Gaddis) merely requested that the existing *Joint Expert* update his balance sheets to reflect depleted cash. Furthermore, civil defense counsel (Lewis Brisbois) has since confessed in writing to the DORA Board of Accountancy that Ms. Glassman covertly retained Mr. Freedberg in 2022. This retention occurred months before the Joint Expert ever issued his baseline report, and half a year before the purported "*disagreement*" counsel cited to the Court ever existed. The "rebuttal" was a premeditated ambush, not a reactive necessity.

II. The Manufactured "Burden of Debt" and the \$15,000 False Assumption

To extract a fee award, opposing counsel manufactured a false financial narrative, artificially inflating the Co-Petitioner's debt burden while actively concealing the true source of payments.

- **The Narrative (The False Assumption):** At trial and at the October 7, 2025 remand hearing, counsel directed Ms. Varvel to testify that she had personally incurred \$79,000 in attorney fees and \$12,000 in costs, to which Ms. Varvel replied, "*Sadly, yes*". This isolated exchange served as the sole evidentiary foundation to induce the Court to award fees based on a fabricated personal debt burden.
- **The Written Contradiction (Exhibit 51):** This narrative of crippling personal debt is directly contradicted by Ms. Glassman's own written admissions. In an email dated July 14, 2023, Ms. Glassman explicitly conceded: "*The money in Tool Studios is the only source of money to pay their bills. This has been the status quo throughout the marriage*".
- **Concealment & Double Recovery:** Unredacted billing records reveal that funds from Tool Studios, LLC wholly owned by the Petitioner were actively being used to pay these legal fees. The \$15,000 fee award, which the Court of Appeals later reversed for a lack of evidentiary support, constituted an improper double recovery.

III. The Evidentiary Void of Exhibit III and Consciousness of Guilt

The civil fee awards and domestic maintenance findings rely entirely on the redacted attorney fee affidavit known as "Exhibit III". The record establishes this exhibit is procedurally defective.

- **Procedural Defect & Lack of Admissibility:** Exhibit III was filed less than 48 hours before trial, violating pretrial disclosure deadlines. It was entirely omitted from the Joint Trial Management Certificate (JTMC).
- **Consciousness of Guilt & The Missed Redaction:** Co-Petitioner's counsel actively redacted references to "Jay Freedberg" and "Six Consulting" from

Exhibit III. However, a clerical error left possessive variations of the expert's name visible. The missed redactions reveal that on July 13, 2023, a paralegal was instructed to "*Format first draft of J. Freedberg's Rebuttal Report Witness Disclosure*". This proves the expert report was not an independent financial analysis, but a ghostwritten litigation prop fabricated internally by a paralegal.

IV. The June 11th Hearing: The Rule 50 Blockade & Phantom Billing

The transcript of the June 11, 2025 hearing reveals a premeditated strategy to utilize an expert witness as a billing prop while actively shielding him from cross-examination regarding his unauthenticated reports.

- **The Premeditation:** Unredacted billing records reveal that on June 6 and June 9, 2025, Ms. Glassman billed time to "*Research Rule 41 Dismissal Motion*" and "*Prepare memorandum regarding Rule 41 Motion to Dismiss*".
 - **The Blockade:** Despite subpoenaing Mr. Freedberg and forcing the Court to adjust its schedule to accommodate his testimony, Ms. Glassman Cut him off immediately invoked Rule 50 to terminate the bench hearing before he could be called. The Magistrate noted on the record that "*Mr. Friedberg did nothing in this case*".
 - **The Phantom Billing:** Despite orchestrating his dismissal from the stand, counsel elicited testimony claiming an "anticipated" invoice from Mr. Freedberg for his courtroom appearance, even though his actual time sheets stopped on May 3, 2025.
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V. The Conduct of Civil Defense Counsel & The "Immunity" Trap

The attorneys retained by ALPS to defend Ms. Glassman and Mr. Freedberg in civil litigation (Gordon & Rees and Lewis Brisbois) have actively compounded the liability

exposure by presenting mutually exclusive narratives and exploiting procedural defects to avoid merits-based scrutiny.

- **The "Binary Fraud" (Lewis Brisbois):** To secure absolute witness immunity in civil court, counsel for Mr. Freedberg (Lewis Brisbois) claimed their client was a validly "accepted" expert whose report underwent proper judicial scrutiny. Concurrently, to the DORA Board of Accountancy, the exact same attorneys admitted that the foundational June 16, 2023 witness disclosure was merely a "typographical mistake". This "clerical error" defense was definitively destroyed when Co-Petitioner Alyson Varvel utilized the exact June 16 Disclosure in emails as affirmative proof of the expert's legitimate designation. This proves the document was not a typo, rendering the civil immunity defense a knowing misrepresentation to the tribunal.
- **The "Salomone Directive" and the Documented Fiction of Judicial Scrutiny**
In civil proceedings, retained defense counsel (Lewis Brisbois) has argued that Mr. Freedberg is entitled to absolute witness immunity because his financial reports (Exhibits JJ and OO) were purportedly admitted and subjected to "*proper judicial scrutiny*" by the trial court. The official trial transcript proves this assertion is a documented legal fiction, expressly defeated by the trial judge's own on-the-record directives.

At the commencement of the Permanent Orders hearing, Judge Salomone issued a strict, unambiguous directive regarding her review of the evidentiary record (hereinafter "*The Salomone Directive*"). She explicitly warned counsel:

"Know that, in a record that contains something like 50 or 60 or more exhibits -- that if you don't reference them, either testimony or in argument, I am unlikely to hunt them up on my own when I'm writing the order... But know that if you didn't mention them in the JTMC, and you don't mention them in argument, and no witness talks about them, I will probably not even look at them". Exhibit AA Pg.9

Opposing counsel deliberately weaponized this directive to bypass the Court's scrutiny of the fabricated reports. Knowing the Court would not independently

review the documents if they were minimized, Ms. Glassman affirmatively assured the Court on the record that Mr. Freedberg was "***Just a regular -- Witness***" and explicitly stated he had "***no report serving as the necessary basis for anything***". Exhibit AA Pg.43

By actively instructing the trial judge that there was "***no report***" to consider, Ms. Glassman guaranteed that Exhibits JJ and OO would bypass the substantive review required by The Salomone Directive. Consequently, Lewis Brisbois's current civil defense that the expert is immune because his reports survived "***proper judicial scrutiny***" is mathematically and procedurally impossible. The record establishes that opposing counsel intentionally insulated the ghostwritten reports from the very scrutiny the defense now claims protects them.

- **Defective Service & Metadata Fraud (Gordon & Rees):** Retained counsel for Ms. Glassman (Gordon & Rees) secured a \$12,034 default fee award against me by asserting proper email service of their motion. However, the proof of service relied upon is a failed Exchange Server log ("Status: 5.4.0 Relayed"), which inherently confirms no delivery notification was generated. Furthermore, XMP metadata confirms the document actually transmitted in that failed relay was an unedited draft template requesting fees on behalf of unrelated entities ("Defendants Mark Anthony Law"), not the finalized motion. Despite this metadata, Partner John Palmeri signed a sworn Certificate of Service representing to the Court that the finalized motion had been served.
- **Manufactured Defaults (Gordon & Rees):**
Defense counsel has a documented history of weaponizing administrative glitches to win by default. On June 7, 2025, I timely served my legal response to Gordon & Rees via email. Because of my ADA accommodations, the Court experienced a clerical delay in uploading my filing to the public docket. **Despite having my timely response sitting in their own inbox**, Gordon & Rees filed a "Notice of Filing Irregularities" to suggest to the Court that I had missed the deadline. The Court's Deputy Executive, Mallory Hochwender, issued a written

confirmation that my filings were timely and the delay was strictly a court "clerical error." This exposes a deliberate attempt by counsel to conceal their actual knowledge of my filing to secure an improper default.

VI. Corporate Record Suppression and Subpoena Obstruction

The evidentiary record demonstrates a coordinated effort by Ms. Glassman and subsequently perpetuated by ALPS-retained civil defense counsel to systematically block the Petitioner from accessing the financial records of his own corporate entity.

- **The "Status Quo" Hijacking:** On July 14, 2023, acting as the sole owner of Tool Studios, LLC, Petitioner issued a written directive to halt the unauthorized dissipation of corporate funds. Ms. Glassman actively intervened, demanding Petitioner back down by arguing the employee's unfettered use of the corporate accounts was the "status quo".
- **Subpoena Obstruction:** To bypass this stonewalling, Petitioner issued a lawful third-party subpoena to Ms. Varvel to compel the return of the withheld corporate financial records. Rather than permit the W-2 employee to comply, ALPS-retained civil defense counsel (Gordon & Rees) actively intervened. Despite not representing Ms. Varvel, Gordon & Rees filed an official objection to the subpoena to block the production of the documents.

VII. THE PROCEDURAL FICTION OF THE "TYPO" DEFENSE AND THE FAILURE TO CORRECT THE RECORD

In an attempt to shield Mr. Freedberg and Ms. Glassman from liability, civil defense counsel (Lewis Brisbois) represented to the DORA Board of Accountancy that the foundational June 16, 2023 Witness Disclosure which falsely bypassed the binding January 31, 2023 Joint Expert Stipulation was merely a harmless "typographical error made by an attorney". The objective docket record definitively destroys this defense on two strictly procedural fronts:

1. **The Procedural Reality (No Notice of Errata)**

Under the Colorado Rules of Civil Procedure, a material misrepresentation made to a tribunal cannot be silently "*corrected*" by simply uploading a different document 31 days later. Because the January 31, 2023 Joint Expert Stipulation strictly limited the case to a single, neutral financial expert, introducing a second expert required formally seeking leave of the Court. Ms. Glassman never filed a Notice of Errata, never filed a Motion to Amend the Witness Disclosure, and never notified the Court or newly appearing opposing counsel (Ms. Goff) that the June 16 filing was an error. Instead, she merely filed a "*Rebuttal Witness Disclosure*" on July 17, 2023, covertly attempting to reassign the expert to her own client. This constitutes a calculated procedural bait-and-switch, not a clerical correction.

2. **The "Binary Fraud" Trap**

Civil defense counsel has created a mutually exclusive liability trap. To secure absolute witness immunity in civil court, counsel argued that Mr. Freedberg was a validly "*accepted*" expert whose report underwent proper judicial scrutiny. Concurrently, to the DORA Board, the exact same attorneys argued the foundational document granting him that status was a "*typographical mistake*". A party cannot claim absolute civil immunity based on a deliberate legal strategy while simultaneously claiming professional innocence based on an admitted clerical error.

VIII. The Procedural Shield: Misapplication of Rule 60(b) and Appellate Risk

The defense has successfully concealed this evidentiary record by weaponizing a procedural error by the domestic court. However, that procedural shield is now failing under active appellate scrutiny.

- **The Analytical Failure:** The domestic court repeatedly misapplied the 182-day time bar (applicable only to standard fraud between parties under C.R.C.P. 60(b) (2)) to Petitioner's claims.

- **The Final Paragraph:** The claims are properly filed under the "Final Paragraph" of Rule 60(b) (Fraud Upon the Court). This doctrine carries no time limit because it addresses conduct that corrupts the judicial machinery itself, as established by the Colorado Court of Appeals in *Montoya v. Connolly's Towing, Inc.*.
- **The Appellate Threat:** This procedural blockade is now the subject of active appellate review (Case Nos. 2025CA2070 & 2026CA153). The civil immunity and fee orders currently protecting the insured rely entirely on the premise that the underlying domestic court rulings are legally sound. Once the appellate courts correct the trial court's failure to apply the proper analytical framework under C.R.C.P. 60(b)'s final paragraph, the foundational domestic orders will be subject to a mandated merits review. When that foundation is removed, every civil dismissal and fee order defense counsel procured by relying on those tainted rulings will immediately collapse and become legally void, leaving the insured and the carrier fully exposed.

III. CONCLUSION: The Imminent Collapse of the Litigation Shield and Carrier Exposure

The documentary record established in this Master Guide demonstrates that this is no longer a standard dispute over domestic litigation tactics. It is a documented, premeditated scheme to manufacture financial evidence, conceal the funding mechanisms of that scheme, and weaponize procedural rules to prevent adversarial testing of the fraud.

The insured, Carol Glassman, alongside retained civil defense counsel, has constructed a "House of Cards" built entirely upon a series of intentional misrepresentations to the tribunal:

- **The "Shadow Expert" Coordination:** Billing records definitively prove the insured actively coordinated with a rebuttal expert (Jay Freedberg and Eric Six) as early as February and April 2023, months before the mandatory neutral joint

expert even issued his baseline report, intentionally violating the Court's strict January 31, 2023 Joint Expert Stipulation.

- **The Expert Fabrication:** Looking a trial judge in the eye to explicitly promise a witness is "just a regular witness" relying on "no report," only to immediately execute a full expert examination using unadmitted, ghostwritten reports.
- **The Manufactured Debt:** Securing a \$15,000 fee award by eliciting sworn testimony of crippling personal debt, while independently acknowledging in writing that Petitioner's corporate entity was actually funding the litigation.
- **The Blockade & Repurposed Reports:** Serving a repurposed 2023 expert report on April 16, 2025, while concurrently finalizing billing for its "preparation" on the exact same day, destroying any defense that it was merely an internal draft. Counsel then subpoenaed the illicit expert to court to artificially inflate fee demands, only to invoke a premeditated Rule 50 dismissal to intentionally block his cross-examination regarding these defects.
- **The Manufactured Defaults:** ALPS-retained counsel securing a \$12,034 default fee award by relying on a failed Exchange Server log ("Status: 5.4.0 Relayed") and metadata from an unrelated client template to claim successful service, while simultaneously weaponizing a known Court "clerical error" to falsely suggest Petitioner missed a filing deadline.
- **The Binary Fraud:** Retained counsel simultaneously claiming "*typographical error*" to state regulators to protect a license, while claiming "stipulated expert immunity" in civil court to protect a wallet.

Notice of Expanding and Uninsurable Exposure: Standard professional liability policies do not indemnify intentional misconduct, the subornation of false testimony, or the unauthorized dissipation of corporate funds. ALPS is currently financing a civil defense that relies upon mutually exclusive narratives across three different regulatory and judicial forums.

ALPS and its retained counsel are not merely on constructive notice; they received explicit, documented warning of these exact evidentiary defects prior to weaponizing them in court. On May 31, 2025, exactly eleven days prior to the post-decree modification hearing, Petitioner issued a formal, written conferral email (Exhibit 63) directly challenging the pre-joint-report coordination, the missing Rule 26 disclosures, and the origins of the ghostwritten \$197,200 income figure. The insured's own unredacted billing ledger definitively proves she billed the estate 0.50 hours to "Read Charles' email" on that exact date. Consequently, any subsequent reliance on the defective Freedberg reports or the fabricated \$197,200 income figure by the insured or ALPS-retained counsel was done with confirmed, advance knowledge of the fraud.

More critically, the civil immunity and fee orders currently protecting the insured rely entirely on the premise that the underlying domestic court rulings are legally valid. As briefed before the Colorado Court of Appeals (Case Nos. 2025CA2070 and 2025CA2198), the trial court structurally abused its discretion by failing to apply the "Final Paragraph" of C.R.C.P. 60(b) regarding Fraud Upon the Court.

Once the appellate court corrects this analytical failure and mandates a merits review of the concealed billing ledgers and unadmitted expert reports, the foundational domestic orders will be subject to vacatur. When that foundation is removed, every civil dismissal and fee order procured by defense counsel will immediately collapse and become legally void.

The evidentiary record is now fully reconstructed, documented, and preserved. Continuing to fund this blockade constitutes the conscious indemnification of tribunal deception. Petitioner remains amenable to a global C.R.E. 408 resolution to mitigate this catastrophic exposure before the appellate mandates are issued, but the opportunity to resolve this matter cleanly will not remain open indefinitely.

VERIFICATION UNDER OATH

I, Charles R. Bell, declare under penalty of perjury under the laws of the State of Colorado that the foregoing statements, factual chronologies, and descriptions of

attached exhibits are true and correct to the best of my knowledge, information, and belief.

Executed on this March 2, 2026, in Longmont, Colorado.

Respectfully submitted,

/s/ Charles R. Bell

Charles R. Bell Petitioner, Pro Se

Under Approved ADA Accommodations

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I. APPENDIX A: MASTER INDEX OF FORENSIC EXHIBITS

Supporting Evidentiary Documentation for C.R.C.P. 60(b) and Carrier Liability Review

The following exhibits constitute the objective, immutable documentary record supporting the claims detailed in this Master Guide. These documents consisting of binding court orders, official transcripts, unredacted billing metadata, and written admissions definitively establish the intentional procedural misrepresentations executed by the insured and retained civil defense counsel.

Exhibit 1: The Binding Baseline (January 31, 2023 Joint Expert Stipulation)

- **Source Record:** Court Order / Exhibit 01 / File ID: D9F074CCD0FFD.
- **Forensic Relevance:** The foundational order signed by the Court establishing Jeremy Harkness as the sole joint financial expert. It strictly barred unauthorized rebuttal experts and prohibited *ex parte* communications prior to draft reports, establishing the rules that opposing counsel subsequently conspired to bypass.

Exhibit 2: The "Trojan Horse" (June 16, 2023 Witness Disclosure)

- **Source Record:** Exhibit 05/ File ID: 12E14E22975AD.
- **Forensic Relevance:** Filed by Ms. Glassman just 76 hours after Petitioner's new trial counsel entered the case, this document falsely misattributed Jay Freedberg as *Petitioner's* retained expert to create the illusion of dual experts and bypass the binding January 31 Stipulation.

Exhibit 3: The Ghostwritten Income Target (July 17, 2023 Freedberg Reports)

- **Source Record:** Exhibits JJ (Valuation) and OO (Income) / Exhibit 20 & 21 /File ID: 44663CF4891B9/ DTI/Exhibit 17/Exhibit III & III-UR
- **Forensic Relevance:** The unvetted, unauthorized expert reports filed "serve-only" just days after mortgage assumability was confirmed. These reports mathematically reverse-engineered Petitioner's income to \$197,200 to justify the

exact spousal maintenance required for Co-Petitioner to assume the marital home's 2.75% mortgage.

Exhibit 4: The "Regular Witness" Deception (August 23, 2023 Trial Transcript)

- **Source Record:** Exhibit AA, Vol. I, Page 43.
- **Forensic Relevance:** The official Permanent Orders transcript proving Ms. Glassman affirmatively misled the court Judge Salomone to bypass C.R.E. 702 admissibility standards. She assured the Court that Mr. Freedberg had "*no report serving as the necessary basis for anything*" and classified him as "*Just a regular -- Witness,*" only to immediately execute a full expert examination.

Exhibit 5: The Defective Ambush (Exhibit III - Redacted)

- **Source Record:** Attorney Fee Affidavit / File ID: FED53E8356F6C.
- **Forensic Relevance:** Filed less than 48 hours before trial and omitted from the Joint Trial Management Certificate (JTMC). This heavily redacted billing record was never authenticated or admitted into evidence, yet was improperly utilized to extract a \$15,000 double-recovery fee award from the trial court and again doing the October 7th remand hearing after court refused in camera review.

Exhibit 6: Consciousness of Guilt (Exhibit III-UR - Unredacted Backup)

- **Source Record:** Recovered Tool Studios Server File / Exhibit III-UR
- **Forensic Relevance:** The unredacted version of Exhibit III, deliberately withheld from the Court. It reveals a July 13, 2023 billing entry where Ms. Glassman's paralegal (Michele LaPlume) was directed to "*Format first draft of J. Freedberg's Rebuttal Report Witness Disclosure*". This proves the "expert" report was an internal, ghostwritten litigation prop, confirming why the defense intentionally redacted Mr. Freedberg's name prior to trial.

Exhibit 7: The "Status Quo" Admission (July 14, 2023 Glassman Email)

- **Source Record:** Exhibit 59 / File ID: 1445DAA19E770.

- **Forensic Relevance:** Written correspondence from Ms. Glassman explicitly admitting that "*The money in Tool Studios is the only source of money to pay their bills. This has been the status quo throughout the marriage*". This definitively destroys the false narrative she elicited at trial that her client was burdened by \$91,000 in personal debt, proving she knew corporate funds were actively paying her fees.

Exhibit 8: Destruction of the "Typo" Defense (December 15, 2025 Varvel Email)

- **Source Record: Professional Conduct Complaint Exhibit B.**
- **Forensic Relevance:** An email from Co-Petitioner Alyson Varvel to Petitioner's sister utilizing the false June 16, 2023 Witness Disclosure as affirmative proof of Mr. Freedberg's valid designation. This communication permanently destroys Lewis Brisbois' defense to DORA that the document was merely a harmless "typographical mistake" that had been corrected.

Exhibit 9: The Court Clerk Confession (June 2025 Hochwender Email)

- **Source Record:** Exhibit 26 / 2025CV80 ADA Compliance Notice.
- **Forensic Relevance:** Official written confirmation from Deputy Court Executive Mallory Hochwender confirming that Petitioner's June 7, 2025 filings were timely, and their delay on the docket was strictly a "clerical error". This exposes Gordon & Rees's bad-faith attempt to manufacture a procedural default by billing ALPS to draft a "*Notice of Filing Irregularities*".

Exhibit 10: Defective Service & Metadata Fraud (Server Log 5.4.0)

- **Source Record:** Exhibit 31/ Mark Anthony Law Template.

- **Forensic Relevance:** The failed Exchange Server Log ("Status: 5.4.0 Relayed") weaponized by Gordon & Rees to claim successful service of their Motion for Attorney Fees, resulting in a \$12,034 default judgment against Petitioner. XMP metadata confirms the document actually attached to the failed relay was an unedited template for an unrelated client, proving the sworn Certificate of Service signed by Partner John Palmeri is structurally and factually defective.

Exhibit 12: The Trial Misrepresentation (August 2023 Transcript Excerpt)

- **Source Record:** Exhibit AAA (Vol. 2), Page 209, Lines 12-25.
- **Forensic Relevance:** The official transcript capturing Co-Petitioner's counsel falsely telling the trial judge that Petitioner "requested the second valuation" and that Freedberg was hired due to a "disagreement of the first". This establishes the affirmative misrepresentation to the tribunal used to justify the illicit expert.

Exhibit 13: The DORA Retention Confession (April 28, 2025)

- **Source Record:** Lewis Brisbois Response to DORA Board of Accountancy / Exhibit 07 , Page 1.
- **Forensic Relevance:** An official, written admission by retained civil defense counsel confirming that Ms. Glassman and Co-Petitioner secretly retained Mr. Freedberg in 2022. This document chronologically destroys the narrative presented to the trial judge in Exhibit 12, proving it was impossible for Freedberg to be hired as a "rebuttal" to a disagreement that did not occur until mid-2023.