


District Court, Eagle County, Colorado P. O. Box 597, Eagle, Colorado 81631	<b>FILED Document</b> CO Eagle County District Court 5th JD Filing Date: Dec 2 2011 1:37PM MST Filing ID: 41197365 Review Clerk: Karen Frederick
<hr/> <b>Plaintiffs:</b> CHERYL M. FOLEY, THOMAS WILNER, JANE WILNER, CHARLES JACKSON, MARY JACKSON and KEVIN B. ALLEN individually and on behalf of all others similarly situated,  <b>Defendants:</b> CORDILLERA GOLF CLUB, LLC, a Delaware limited liability company; WFP CORDILLERA, LLC, a Delaware limited liability company; DAVID A. WILHELM, individually; and PATRICK WILHELM, individually  v.  <b>Intervenor-Defendant/Counterclaimant and          Cross-Claimant:</b> ALPINE BANK	<div style="text-align: center;">   <b>COURT USE ONLY</b> </div> <hr/> Case Number: 2011CV552 Div./Ctrm.:
<hr/> <b>Attorney for Plaintiffs</b> Brett Steven Heckman HECKMAN & O'CONNOR, P.C. P. O. Box 726 Edwards, Colorado 81632 Tel.: (970) 926-5991 Fax: (970) 926-5995 Reg. No. 15330	
<b>VERIFIED MOTION FOR ISSUANCE OF CONTEMPT CITATION          TO DAVID WILHELM, CORDILLERA GOLF CLUB, LLC, AND WILHELM          FAMILY PARTNERSHIP, LLC</b>	

Plaintiffs, through counsel and pursuant to C.R.C.P. 107, move the court to order the issuance of a contempt citation to defendants David Wilhelm, Cordillera Golf Club, LLC ("CGC"), and WFP Cordillera, LLC ("WFP") and as grounds state:

1. On June 24, 2011 the court entered an amended temporary restraining order ("TRO") which, in part, provides:

"The court orders that defendants shall not use funds from 2011 annual dues received from Club at Cordillera ("Club")

members for any purpose other than the necessary maintenance and operation of the Club's four golf courses and related facilities."

2. Defendants were represented by and served through counsel. The TRO has been continuously in effect and extended by stipulation of the parties until further order of the court.

3. On June 30, 2011 CGC paid Foley & Lardner, LLP, a law firm, \$33,250 for legal work for, according to CGC's internal accounting, "restructuring" Club ownership and "equity conversions."

4. On July 7, 2011 CGC paid David Wilhelm \$104,066 as an "interest expense" on a loan taken out by David Wilhelm ("the Wilhelm note"). The 2011 CGC budget published in March 2011 ("CGC 2011 budget") did not include payments to David Wilhelm for interest on the Wilhelm note.

5. On July 20, 2011 CGC paid Zehren & Associates, an architectural firm, \$73,420 for plans to renovate the Cordillera Valley Club clubhouse. The Cordillera Valley Club is one of the Club's four golf courses. This payment also was not in the 2011 CGC budget.

6. On July 27, 2011 CGC paid WFP \$60,000 as a purported reimbursement for a 2010 "severance payment" to David Wilhelm's son, Nicholas Wilhelm. This payment also was not in the CGC 2011 budget.

7. On August 12, 2011 CGC paid David Wilhelm \$53,797 for interest on the Wilhelm note.

8. On August 15, 2011 CGC paid Thomas & Genshaft, LLP, a law firm, \$20,012 for legal work in connection with defendant David Wilhelm's lawsuit against a Cordillera civic organization and individual Cordillera residents, CGC, *et al.* v. Cordillera Transition Corporation, Inc., *et al.*, Eagle County District Court Case No. 2011CV456 (the "CTC lawsuit").

9. On August 31, 2011 CGC paid Foley & Lardner \$5,445 for restructuring Club ownership.

10. The above payments total \$349,990. Clearly, none of the payments were for necessary maintenance and operation of golf courses and related facilities as required by the TRO entered by this Court.

11. All of the foregoing payments are disobedient to the TRO and are offensive to the authority and dignity of the Court. The payment of \$20,012 to the law firm of Thomas & Genshaft to fund the defendants' lawsuit against the CTC and individual Cordillera residents directly offends the explicit purpose for which the TRO was entered. The TRO explicitly refers to such a payment as follows:

"The court notes that a lawsuit has been filed by some of the named defendants against Club members and Club-related entities and that an adversarial and acrimonious relationship has developed between the factions. In light of this and plaintiffs' showing that defendants have failed to perform under their promises to open all golf courses and to account for the 2011 dues, the court finds that the 2011 dues may be dissipated to fund defendants' said lawsuit and for other non-Club-related expenditures if notice were provided to defendants prior to the court granting this order."

12. Moreover, the offensive nature of the payments is aggravated by the fact that neither David Wilhelm nor CGC general manager, Cathy Kulzer, informed the CGC chief financial officer, Monica Borsch, that a TRO had been entered. Mr. Borsch authorized most of the foregoing payments and did so without considering whether she was abiding by the TRO. Ms. Borsch's deposition testimony to this effect is attached as Exhibit 1.

13. C.R.C.P. 107(a)(1) defines contempt as follows:

Contempt: Disorderly or disruptive behavior, a breach of the peace, boisterous conduct or violent disturbance toward the court, or conduct that unreasonably interrupts the due course of judicial proceedings; behavior that obstructs the administration of justice; disobedience or resistance by any person to or interference with any lawful writ, process, or order of the court; or any other act or omission designated as contempt by the statutes or these rules.

14. There are two types of civil contempt. The first type of civil contempt consists of a present refusal to perform. The second type of civil contempt consists of conduct derogatory to the court. Punitive and remedial sanctions for contempt are set forth in C.R.C.P. 107(a)(4) and (5) as follows:

Punitive Sanctions for Contempt: Punishment by unconditional fine, fixed sentence of imprisonment, or both, for conduct that is found to be offensive to the authority and dignity of the court.

Remedial Sanctions for Contempt: Sanctions imposed to force compliance with a lawful order or to compel performance of an act within the person's power or present ability to perform.

15. Plaintiffs request that both remedial and punitive sanctions be imposed. These sanctions are specified in C.R.C.P. 107(d) as follows:

**Trial and Punishment. (1) Punitive Sanctions.** In an indirect contempt proceeding where punitive sanctions may be imposed, the court may appoint special counsel to prosecute the contempt action. If the judge initiates the contempt proceedings, the person shall be advised of the right to have the action heard by another judge. At the first appearance, the person shall be advised of the right to be represented by an attorney and, if indigent and if a jail sentence is contemplated, the court will appoint counsel. The maximum jail sentence shall not exceed six months unless the person has been advised of the right to a jury trial. The person shall also be advised of the right to plead either guilty or not guilty to the charges, the presumption of innocence, the right to require proof of the charge beyond a reasonable doubt, the right to present witnesses and evidence, the right to cross-examine all adverse witnesses, the right to have subpoenas issued to compel attendance of witnesses at trial, the right to remain silent, the right to testify at trial, and the right to appeal any adverse decision. The court may impose a fine or imprisonment or both if the court expressly finds that the person's conduct was offensive to the authority and dignity of the court. The person shall have the right to make a statement in mitigation prior to the imposition of sentence.

**Remedial Sanctions.** In a contempt proceeding where remedial sanctions may be imposed, the court shall hear and consider the evidence for and against the person charged and it may find the person in contempt and order sanctions. The court shall enter an order in writing or on the record describing the means by which the person may purge the contempt and the sanctions that will be in effect until the contempt is purged. In all cases of indirect contempt where remedial sanctions are sought, the nature of the sanctions and remedies that may be imposed shall be described in the motion or citation. Costs and reasonable attorney's fees in connection with the contempt proceeding may be assessed in the discretion of the court. If the contempt consists of the failure to perform an act in the power of the person to perform and the court finds the person has the present ability to perform the act so ordered, the person may be fined or imprisoned until its performance.

16. C.R.C.P. 107(e) provides that remedial and punitive sanctions may be combined by the court. Plaintiffs request as a remedial sanction that defendants be ordered to pay into the court registry the \$349,990 which was disbursed in violation of the TRO, and that plaintiffs be awarded their costs and attorney fees. Plaintiffs request as punitive sanctions, especially for defendants' payment to Thomas & Genshaft, that the court expressly find that defendants'

conduct was offensive to the authority and dignity of the court, and impose an appropriate fine, in an amount not less than \$10,000, therefore.

17. This motion is directed against improper payments defendants have made to themselves since the entry of the TRO on June 24. These infractions are only the tip of the iceberg. The audit of the membership account that the Court authorized in its June 24 order revealed that, since January 1, 2011, defendants have diverted \$1,275,919 from the dues they collected from members to make payments that benefitted the defendants and were unrelated to the maintenance and operation of the golf courses and related facilities. Among other things, defendants paid themselves \$315,000 in "management fees" on May 23 (the day before they announced the closure of golf courses and other Club facilities), another \$110,000 for "severance and accrued vacation" payments, and another \$527,536 to David Wilhelm as alleged "interest expense."<sup>1</sup>

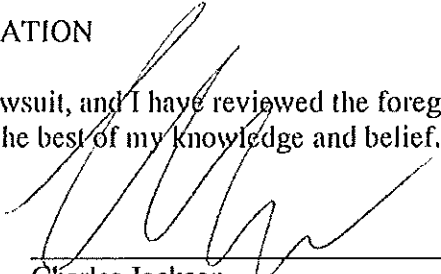
WHEREFORE, petitioner requests this court to issue an order to defendants to appear before the court at a specific date and time for a hearing to show cause why there has been a failure and/or refusal to comply with the order of this court; that this court find defendants in both remedial and punitive contempt and impose the sanctions requested above; and for such other relief the court deems proper.

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<sup>1</sup> On their face, defendants' actions not only violate the assurances that defendants gave to all Club members in January 2011 that all Club facilities would be open in 2011 (to induce their payment of 2011 dues), They also violate the express terms of the Membership Plan that require "the Owner[to] pay all operating deficits ...resulting from operation of the Club." Membership Plan at 10-11 (Assessments). By shutting down facilities to pay themselves, defendants failed in their obligations to operate all Club facilities and, as a practical matter, shifted the burden of paying operating deficits to Club members by depriving them of enjoyment of Club facilities that the Owner was required to support.

VERIFICATION

I, Charles Jackson, am a plaintiff in this lawsuit, and I have reviewed the foregoing factual allegations and believe them to be true to the best of my knowledge and belief.

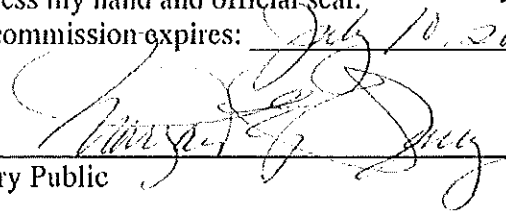
  
\_\_\_\_\_  
Charles Jackson

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF EAGLE    )

The foregoing instrument was acknowledged before me  
this 2nd day of December, 2011  
by Charles Jackson

MARGARET E BARRY  
NOTARY PUBLIC  
STATE OF COLORADO

Witness my hand and official seal.  
My commission expires: July 10, 2015

  
\_\_\_\_\_  
Notary Public

HECKMAN & O'CONNOR, P.C.  
/s/ Brett Steven Heckman  
Signature on File  
By: \_\_\_\_\_  
Brett Steven Heckman

1 Q. I'm sorry.

2 Q. At any point in time were you made aware  
3 that a temporary restraining order had been  
4 entered by Judge Gannett at Eagle County District  
5 Court?

6 A. I had heard there was a temporary  
7 restraining order. I don't -- the second part of  
8 your question, I'm not sure if it had been entered  
9 by the judge dah, dah, dah, dah, dah. But I had  
10 been made aware that there was a temporary  
11 restraining order being filed or something. I  
12 don't know the correct terminology.

13 Q. And how were you made aware of that?

14 A. Cathy Kulzer forwarded me -- well, first  
15 we had a conversation that I needed to contact the  
16 auditors, EKS&H, because we needed to revise the  
17 scope of their original agreed-upon procedures  
18 from earlier in 2011 because of the TRO that was  
19 filed. And I'm using my basic terminology.

20 Q. And is that the only thing that Cathy  
21 told you about the TRO, was that it required you  
22 to go back to EKS&H regarding their audit?

23 A. It wasn't their audit. It was the  
24 agreed-upon procedures. Two different things.

25 Q. Okay.

1 A. Okay.

2 Q. Well, let's back up. EKS&H as of March  
3 2011 had certain agreed-upon procedures, correct?

4 A. Correct.

5 Q. And that included disbursement testing  
6 procedures?

7 A. Correct.

8 Q. And why did EKS&H have these agreed-upon  
9 procedures as of March 2011? For purposes of  
10 certain audit work that EKS&H was doing?

11 A. No.

12 Q. Okay.

13 A. It was -- my understanding was it was  
14 conversations with, I'm going to say, Patrick from  
15 my impression, in early 2011, perhaps working with  
16 the CTC because the -- whatever different  
17 direction from the escrow agreement or the escrow  
18 agreement didn't go through. So there was efforts  
19 on the Club's side to agree to these agreed-upon  
20 procedures and have independent auditors or  
21 auditors come in and perform these agreed-upon  
22 procedures to review our disbursement testing.

23 So the Club engaged EKS&H. That  
24 might have been February or March. It certainly  
25 wasn't January. And then the first time EKS&H



1       came out was in -- we actually combined it with  
2       their audit work because they were physically  
3       going to be here, and they tested January through  
4       March disbursements.

5           Q.     And then at some point, if I'm  
6       understanding your testimony, Cathy Kulzer tells  
7       you that the procedure is now going to change?

8           A.     Yes.  She wanted -- I put her in contact  
9       with -- with Joe Adams, the partner.  She wanted  
10      to expand the agreed-upon procedures to include  
11      the trade revenue and then also needed to extend  
12      the date for whatever was going on with the TRO.

13                   And I believe EKS&H provided a  
14      revised agreed-upon procedures agreement that  
15      would need to be signed, and that was never signed  
16      or executed.

17                   I then was told that the auditors  
18      representing the members would be coming out to  
19      the Club at some point later.  I don't remember  
20      the dates, but maybe a month later.

21           Q.     And then when -- do you remember when you  
22      received a copy of a TRO?

23           A.     I was forwarded an e-mail from Cathy.  My  
24      recollection was to forward that to the partner,  
25      Joe Adams just because I didn't quite understand

1 what was going on.

2 Q. Well, were you told that the TRO governed  
3 or affected what type of disbursements or payments  
4 that CGC could make?

5 A. My understanding was that was the goal of  
6 the TRO. I even had a conversation with Walter  
7 when he came to the Club to perform this review.  
8 I was definitely beginning to be increasingly  
9 concerned because of the way the -- if this TRO  
10 was going to govern. But I did not understand  
11 that it was governing, and I remember asking that  
12 question.

13 Q. To whom?

14 A. With Walter and Cathy when we were  
15 wrapping up this meeting. That if it is governed  
16 or executed, somebody needs to tell me.

17 Q. So as of August 2011 you did not  
18 understand that the TRO was in effect?

19 A. In effect? I did not understand that the  
20 TRO had been approved.

21 Q. By the court?

22 A. Correct.

23 (Exhibit No. 11 was marked.)

24 Q. Okay. For the record, I've marked as  
25 Exhibit 11 a copy of an Amended Temporary

1           Restraining Order. Do you see that?

2           A.     Yes.

3           Q.     And then in the right upper corner it  
4           says e-filed document, Eagle County District  
5           Court, and then a filing date, a filing ID, and a  
6           reviewing clerk. Do you see that?

7           A.     Yes.

8           Q.     Okay. Now, bear with me.

9                                 (Exhibit No. 12 was marked.)

10          Q.     I've marked as Exhibit 12 a copy of the  
11          same order, but the top part says Granted In Part,  
12          and it has Judge Gannett's signature. Do you see  
13          that?

14          A.     Yes.

15          Q.     Okay. Now, I'll represent to you that  
16          they're the same documents, with the exception of  
17          the top and a note on the final page of  
18          Exhibit 12, okay?

19          A.     Okay. Yes.

20          Q.     Do you recall when you were e-mailed a  
21          copy of the Amended Temporary Restraining Order  
22          whether you received the copy that says it was  
23          granted, which is Exhibit 12, or did you receive  
24          the copy which does not have such an indication,  
25          which is Exhibit 11?

1           A.     My recollection would be not this part  
2           that says Granted In Part. I don't recall seeing  
3           that.

4           Q.     Okay. Because if you saw a TRO which  
5           said it's granted in part, is it fair to say that  
6           you would believe that that was actually a  
7           governing document or a document which had been in  
8           effect?

9           A.     If I understood that this TRO was granted  
10          and, therefore, it was governing how account --  
11          how items should be accounted for, I would have  
12          absolutely abided by it.

13          Q.     Okay. And I want you to read the first  
14          sentence of Exhibit 12 out loud.

15          A.     The first sentence of Exhibit 12. "The  
16          court orders that defendants shall not use funds  
17          from 2011 annual dues received from the Club at  
18          Cordillera (Club) members for any purpose other  
19          than the necessary maintenance and operation of  
20          the Club's four golf courses and related  
21          facilities."

22          Q.     So when you received Exhibit 11, what  
23          effect on your job performance did that first  
24          sentence have on you?

25          A.     Well, when I first read this, I was

1 concerned. But my understanding and through  
2 communications was this wasn't -- this was, I  
3 guess, the essence of the lawsuit to be  
4 determined.

5 Q. But it wasn't governing you or the  
6 payments you made or the accounting entries that  
7 you made as of June 24, 2011?

8 A. No. As of?

9 Q. Well, or subsequently.

10 A. And subsequently. I became increasingly  
11 concerned you through my conversation with Walter,  
12 as he made me a little -- I guess he helped me  
13 understand this a little better, that there was  
14 the other side to this that perhaps, you know, I  
15 should be paying more attention. And I was, I  
16 guess, trusting and relying on my employers to  
17 communicate to me.

18 Q. So no one communicated to you that the  
19 first sentence of Exhibit 11 was in full force and  
20 effect?

21 A. And should be governing our accounting?

22 Q. Yes.

23 A. No.

24 Q. When did you first learn that?

25 A. Now.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2nd day of December, 2011, I served the foregoing document via Lexis Nexis to:

Peter W. Thomas  
Thomas | Genshaft, LLP  
Aspen Highlands  
0039 Boomerang Road, Suite 8130  
Aspen, Colorado 81611

Robert P. Ingram  
Michelle Prud'Homme  
Dickinson, Prud'Homme, Adams & Ingram, LLP  
730 Seventeenth Street, Suite 730  
Denver, CO 80202-3504

David L. Lenyo  
Garfield & Hecht, P.C.  
601 East Hyman Avenue  
Aspen, Colorado 81611

*/s/ Margaret E. Barry*  
*Signature on file*  
By: */s/ Margaret E. Barry*  
Margaret E. Barry, Legal Assistant

District Court, Eagle County, Colorado P. O. Box 597, Eagle, Colorado 81631	<b>FILED Document</b> CO Eagle County District Court 5th JD Filing Date: Dec 2 2011 1:37PM MST Filing ID: 41197365 Review Clerk: Karen Frederick
Plaintiffs: CHERYL M. FOLEY, THOMAS WILNER, JANE WILNER, CHARLES JACKSON, MARY JACKSON and KEVIN B. ALLEN individually and on behalf of all others similarly situated,	↑  ↑  <b>COURT USE ONLY</b>
Defendants: CORDILLERA GOLF CLUB, LLC, a Delaware limited liability company; WFP CORDILLERA, LLC, a Delaware limited liability company; DAVID A. WILHELM, individually; and PATRICK WILHELM, individually	Case Number: 2011CV552  Div./Ctrm.:
v.	
Intervenor-Defendant/Counterclaimant and Cross-Claimant: ALPINE BANK	
Attorney for Plaintiffs Brett Steven Heckman HECKMAN & O'CONNOR, P.C. P. O. Box 726 Edwards, Colorado 81632 Tel.: (970) 926-5991 Fax: (970) 926-5995 Reg. No. 15330	
<b>ORDER FOR ISSUANCE OF CONTEMPT CITATION</b>	

IT IS SATISFACTORILY APPEARING TO THE COURT that sufficient grounds exist for an Order to issue to defendants David A. Wilhelm, Cordillera Golf Club, LLC and Wilhelm Family Partnership, LLC directing them to appear before this Court and show cause why they should not be fined and/or imprisoned for contempt of Court for violating the Amended Temporary Restraining Order entered by the Court on June 24, 2011 by making certain prohibited payments.

IT IS SO ORDERED by the Court that the Clerk of the Eagle County District Court shall issue Citations directed to David A. Wilhelm, Cordillera Golf Club, LLC and Wilhelm Family Partnership, LLC on the grounds alleged to this Court, to appear before this Court on \_\_\_\_\_, 2012 at the hour of \_\_\_\_\_m., and show cause why they or any of them should not be punished for the contempt and neglect in refusing to comply with the Order of this

Court entered on June 24, 2011.

**IT IS FURTHER ORDERED** that the Contempt Citation may be served by the Sheriff or a private process server and that whomever serves the Citation will file a return of service with this Court.

DONE AND ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

BY THE COURT

\_\_\_\_\_  
District Court Judge





Gannett, of this court on the \_\_\_\_ day of \_\_\_\_\_, 2012, at the hour of \_\_\_\_\_ .m., to show cause, if any, he has, why he should not be punished for contempt, for neglect and refusal to comply with orders of the Court heretofore entered herein, and why that to vindicate the dignity of the Court, a fine or imprisonment should not be imposed upon him and why he should not be ordered to pay \$349,990 into the Court registry.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
District Court Clerk

District Court, Eagle County, Colorado P. O. Box 597, Eagle, Colorado 81631	<b>FILED Document</b> CO Eagle County District Court 5th JD Filing Date: Dec 2 2011 1:37PM MST Filing ID: 41197365 Review Clerk: Karen Frederick
<b>Plaintiffs:</b> CHERYL M. FOLEY, THOMAS WILNER, JANE WILNER, CHARLES JACKSON, MARY JACKSON and KEVIN B. ALLEN individually and on behalf of all others similarly situated,	↑                                  ↑  <b>COURT USE ONLY</b>
<b>Defendants:</b> CORDILLERA GOLF CLUB, LLC, a Delaware limited liability company; WFP CORDILLERA, LLC, a Delaware limited liability company; DAVID A. WILHELM, individually; and PATRICK WILHELM, individually	Case Number: 2011CV552
v.	Div./Ctrm.:
Intervenor-Defendant/Counterclaimant and Cross-Claimant: ALPINE BANK	
<b>Attorney for Plaintiffs</b> Brett Steven Heckman HECKMAN & O'CONNOR, P.C. P. O. Box 726 Edwards, Colorado 81632 Tel.: (970) 926-5991 Fax: (970) 926-5995 Reg. No. 15330	
<b>CONTEMPT CITATION</b>	

THE PEOPLE OF THE STATE OF COLORADO, TO THE SHERIFF OF EAGLE COUNTY, and TO THE SHERIFF OF ANY OTHER COUNTY, GREETINGS:

WHEREAS, in certain cause in said court, CORDILLERA GOLF CLUB, LLC, defendant, has violated certain terms of an Amended Restraining Order entered June 24, 2011 by, among other things, making prohibited payments from certain bank accounts.

WHEREAS, it appears to the court from the plaintiffs' motion, a copy of which is attached, that the defendant has failed to comply with the court order;

THESE ARE THEREFORE TO COMMAND YOU, that you cite and give notice to the said defendant, CORDILLERA GOLF CLUB, LLC, to be and appear before the Honorable

Frederick Gannett, of this court on the \_\_\_\_ day of \_\_\_\_\_, 2012, at the hour of \_\_\_\_\_  
\_\_m., to show cause, if any, it has, why it should not be punished for contempt, for neglect and  
refusal to comply with orders of the Court heretofore entered herein, and why that to vindicate  
the dignity of the Court, a fine or imprisonment should not be imposed upon it and why it should  
not be ordered to pay \$349,990 into the Court registry.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
District Court Clerk

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Review Clerk: Karen Frederick

District Court, Eagle County, Colorado  
P. O. Box 597, Eagle, Colorado 81631

**Plaintiffs:**

CHERYL M. FOLEY, THOMAS WILNER, JANE WILNER,  
CHARLES JACKSON, MARY JACKSON and KEVIN B.  
ALLEN individually and on behalf of all others similarly  
situated,

**Defendants:**

CORDILLERA GOLF CLUB, LLC, a Delaware limited  
liability company; WFP CORDILLERA, LLC, a Delaware  
limited liability company; DAVID A. WILHELM,  
individually; and PATRICK WILHELM, individually

v.

Intervenor-Defendant/Counterclaimant and  
Cross-Claimant:  
ALPINE BANK

**Attorney for Plaintiffs**

Brett Steven Heckman  
HECKMAN & O'CONNOR, P.C.  
P. O. Box 726  
Edwards, Colorado 81632  
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Reg. No. 15330



**COURT USE ONLY**

Case Number: 2011CV552

Div./Ctrm.:

**CONTEMPT CITATION**

THE PEOPLE OF THE STATE OF COLORADO, TO THE SHERIFF OF EAGLE  
COUNTY, and TO THE SHERIFF OF ANY OTHER COUNTY, GREETINGS:

WHEREAS, in certain cause in said court, WILHELM FAMILY PARTNERSHIP, LLC,  
defendant, has violated certain terms of an Amended Restraining Order entered June 24, 2011  
by, among other things, making prohibited payments from certain bank accounts.

WHEREAS, it appears to the court from the plaintiffs' motion, a copy of which is  
attached, that the defendant has failed to comply with the court order;

THESE ARE THEREFORE TO COMMAND YOU, that you cite and give notice to the  
said defendant, WILHELM FAMILY PARTNERSHIP, LLC, to be and appear before the

Honorable Frederick Gannett, of this court on the \_\_\_\_ day of \_\_\_\_\_, 2012, at the hour of \_\_\_\_\_ .m., to show cause, if any, it has, why it should not be punished for contempt, for neglect and refusal to comply with orders of the Court heretofore entered herein, and why that to vindicate the dignity of the Court, a fine or imprisonment should not be imposed upon it and why it should not be ordered to pay \$349,990 into the Court registry.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
District Court Clerk