



FILED
Oct 21 2024

BEFORE THE BOARD OF DISCIPLINARY APPEALS
APPOINTED BY
THE SUPREME COURT OF TEXAS

IN THE MATTER OF
TARA EDEN LATUS
STATE BAR CARD NO. 24062825

§
§
§

CAUSE NO. 69924

RESPONSE TO SHOW CAUSE ORDER

Respondent, Tara Eden Latus, respectfully submits this Response to Show Cause Order on why the imposition of identical discipline in Texas is unwarranted in this matter, as follows:

1. There are four independent reasons supporting this Response to Show Cause by Ms. Latus showing that imposition of identical discipline in Texas is unwarranted in this matter.

2. First, the client complainants in this matter, Kevin Hamm and George Thornock (the "Clients") signed and notarized objectively false affidavits about Ms. Latus and submitted those to the Colorado Office of Attorney Regulation Counsel ("COARC"). The Clients made the material, false statements in their affidavits that Ms. Latus never provided them with any services and that she stole their money. These statements were patently false based on Defendants' own emails to Ms. Latus from August 22 – 26, 2022 in which the Clients requested, acknowledged receipt of, and expressed satisfaction with Ms. Latus's services and in which the Defendants expressly requested that Ms. Latus deduct her fees for her prior and ongoing services from their future retainer payment as soon as they were able to compile and send her the funds. Those emails and the Clients' false affidavits are attached at **Exhibit A and B** of this Response, respectively. In the Clients' email exchange contradicting their later false affidavits:

- i. The Clients thanked Ms. Latus for the legal services that she had already provided them to date;
- ii. The Clients asked Ms. Latus to provide additional legal services;
- iii. The Clients agreed to pay for the prior legal services;
- iv. The Clients scheduled another call with Ms. Latus;
- v. The Clients agreed to pay for the upcoming legal services that they had requested;
- vi. The Clients rejected Ms. Latus's engagement letter requiring an advance retainer payment of \$3,600;
- vii. The Clients asked Ms. Latus to deduct their incurred fees from a future retainer payment that they would make as soon as they could get the funds;

- viii. The Clients thanked Ms. Latus for continuing to provide legal services to them even though they could not yet pay the retainer in advance as Ms. Latus had originally requested; and
- ix. The Clients provided an updated business plan for Ms. Latus for review that they had significantly revised based, admittedly, on the legal advice that Ms. Latus had provided them to date with which they were fully satisfied.

3. Second, the Clients made extortionate threats to Ms. Latus and provided the false statements to COARC in an attempt to receive free legal services after their business venture fell apart (at no fault of Ms. Latus's), which was just as the one of the Clients had previously accomplished with Ms. Latus in the past. Prior to the Clients' false affidavits and extortionate threats, Ms. Latus had graduated second in her law school class, had practiced law at top-tier corporate law firms, was a recognized leader as a health law attorney and national expert in her area of law (telemedicine law), had served as general counsel of regional, multistate and international healthcare corporations, had operated her own successful law firm, had held licenses to practice law in Texas, California and Colorado, and had never had a single complaint by a client reported to her, or to any of the three state law licensing boards, for her entire 17 years of practicing law. Those extortionate threats from the Clients are attached at **Exhibit C** of this Response.

4. Third, the attorney representing COARC in this matter for Colorado (the "COARC Attorney") knew, or at least recklessly disregarded, the falsity of the material statements in the Clients' affidavits when the COARC Attorney had possession and confirmed receipt of the Clients' emails in question on July 22, 2023, which was before the COARC Attorney filed the Clients' false affidavits with the Colorado Supreme Court as the sole basis for Ms. Latus's license to be immediately suspended for theft of client funds on October 23, 2023 and November 21, 2023.

5. Finally, Ms. Latus also did not receive due process in her Colorado proceeding on this matter in three additional respects.

a. For one, the COARC Attorney repeatedly told Ms. Latus that her unfortunate personal circumstances and mental health issues at the time of her alleged actual misconduct (of practicing law with a suspended license for non-payment by her attacker and ex-husband for two months) were irrelevant as mitigating factors unless Ms. Latus hired an expert witness. The COARC Attorney told Ms. Latus that her objective documentation (medical records with her PTSD diagnose and treatment and the criminal conviction records of her attacker who had also been kidnapping her children) were insufficient and could not be taken into consideration for mitigating factors for her actions. It was not until a few weeks before the Colorado trial when the Court ordered mediation (after Ms. Latus's license was already suspended because she had allegedly stolen client funds based on the false affidavits) that the COARC Attorney finally allowed consideration of Ms. Latus's mental health and personal circumstances at the time to be taken into consideration.

b. Second, the COARC Attorney refused at all times to meet and confer with Ms. Latus about her offer to stipulations or concessions to possibly receive some type of suspension sanction, instead of full license revocation, due to the Clients' false affidavits, her mental health records and her personal circumstances. The COARC Attorney repeatedly

informed Ms. Latus that there was nothing to discuss unless Ms. Latus was agreeable to a stipulation to full license revocation. It was not until a few weeks before the trial, when the court ordered mediation, that the COARC Attorney finally allowed consideration of a stipulation to a suspension sanction in lieu of full license revocation.

c. Finally, the COARC Attorney at all times refused to depose the Clients or to call them as witnesses at the trial to address the blatant inconsistencies between the Clients' statements in their affidavits and their own emails contradicting their material and false statements in their affidavits that Ms. Latus never provided them with services and stole their money.

6. Ms. Latus submitted a complaint to COARC for the highly inappropriate actions of the COARC Attorney, but COARC has refused to even begin the investigation into Ms. Latus's complaint. Ms. Latus's complaint against the COARC Attorney is still currently tabled by COARC, many months later. Ms. Latus has been patiently waiting for the resolution of her complaint to COARC about the mishandling of this matter to assist with this Texas matter, but Ms. Latus has now resigned that she must move forward with this Texas matter without further delay or appropriate due process with Colorado.

Respectfully submitted on October 18, 2024 by:



Tara Eden Latus, *pro se*

CERTIFICATE OF SERVICE

I, Tara Latus, certify that I will send a copy of this Response to Petitioner's Counsel, Mr. Huntpalmer via email at Richard.Huntpalmer@texasbar.com.



Tara Eden Latus, *pro se*

EXHIBIT A

August 22 – 26, 2022 Clients' Email Exchange

Subject: Re: New MSO Discussion Cont.

Date: Friday, August 26, 2022 at 8:42:45 AM Mountain Daylight Time

From: Tara Kepler

To: George Thornock

CC: Alex Lara, Kevin Hamm

Thank you, George. Yes, 11am PST works great. Thank you for the additional visual. That is helpful and makes my job easier.

I will review my call notes to make sure I have not misunderstood anything and will regroup with you all on that on the call.

Regards,
Tara Kepler, JD, MPA
(925) 876-4995
Tara.kepler@gmail.com

From: George Thornock <gtt.vhs@gmail.com>

Date: Thursday, August 25, 2022 at 5:00 PM

To: Tara Kepler <tara.kepler@gmail.com>

Cc: Alex Lara <alaravhs@gmail.com>, Kevin Hamm <khamm@kura.md>

Subject: Re: New MSO Discussion Cont.

Hello Tara,

Thank you for getting back to me. All good on the email. I will use this one until you instruct me otherwise.

I have also created one more visual based on what I think the end of our last call was about. Going into an existing practice and operating like a "division" of that practice. This poses some benefits and maybe some drawbacks as well. And that is what we are weighing now. I can talk pros/cons on the call.

Regarding billable hours, I really appreciate you pushing it to the future retainer. From the 1st call, I can say I like your style and feel we can get through items fairly efficiently.

On that note, you mentioned "the prior 3 calls." We (VHS-Alex and myself) have had only 1 call with you via zoom. Maybe since Kevin is working with you on other projects, they may have accidentally been thought of as 1 in the same. Just a professional clarification here but we have no dealings with Shaffer, nor General Stone in any business venture and they are not involved in our MSO Project. We are an island when it comes to our MSO conversation. Kevin will be a part of this new MSO venture, but no one else at this point.

We are not looking for freebies or anything, but it stood out and I wanted to clarify. We half assumed that even the 1st call may be billed. It's ok.

Again, we like the experience you bring to the table from different perspectives and look forward to getting to work.

Lastly, I would like to be the point person between the 3 of us on this side so it helps keep things separate. Our conversations will not include anything else but this MSO Project. And if we do collaborate with others, it will be made clear to keep us all on the same page.

Please reply with any further clarifications on the above, and see the attached to be included in our working docs.

Regarding preferred time, we are open tomorrow at 11am PST (12 MTN). If that works for you, I will set up the zoom.

Thanks again!

Looking forward to it.

George Thornock
Co-Founder

Cell: 408-594-0410

Virtual Healthcare Solutions, LLC
Physician Advocacy
O: (916) 678-0468

VHS Capital, LLC
Medical Factoring

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On Thu, Aug 25, 2022 at 12:22 PM Tara Kepler <tara.kepler@gmail.com> wrote:

Thank you, George.

Yes, I received the files. This is the best email for me.

(I apologize for any of the confusion. I am still working with the transition with Google for my grandfathered business google account and related email for the other email address.)

As far as another call, that would be perfectly fine. I understand about the possible structuring options developments and funding priorities.

To prep for that call and provide meaningful options, I would need to do a more detailed analysis of the files you sent over and develop some possible solutions based on the business goals that have been

discussed (based on the prior three calls and my call notes from those). That would take me about an hour. If, after that next call, the group chooses to engage me, then the time I have dedicated to date would just be taken from the retainer as soon as it is funded (total of about 5 hours with the prep and next call). If the group chooses not to engage me, then I would just write off that time.

How does that sound? If good, then what time works best for you all? I could be prepped and available anytime tomorrow except 6:30am – 8:15am MT and 2:30pm – 3:20pm MT.

This weekend would work also except 3:00pm – 6pm MT on Saturday and 9am – 1pm Sunday.

I look forward to hearing back from you.

Regards,
Tara Kepler, JD, MPA
(925) 876-4995
tara.kepler@gmail.com

From: George Thornock <gth.vhs@gmail.com>
Date: Tuesday, August 23, 2022 at 1:04 PM
To: Tara Kepler <tara.kepler@gmail.com>
Cc: Alex Lara <alaravhs@gmail.com>, Kevin Hamm <khamm@kura.md>
Subject: New MSO Discussion Cont.

Hello Tara,

Thank you for the time the other day to get introduced and start exploring our endeavor.

We got your retention letter from Kevin today. I did not get a response to the email I sent you with the attachments you requested. The 1st email bounced back, then I resent using your Gmail provided by Kevin.

As I mentioned in the email I sent you, at the end of the call you started to describe a different structure than I had in mind by adding another (3rd) entity to the MSO/PMC design as well as the concept of offering a piece of the MSO to the prospective MD. You also asked for me to send you the CPT codes and what we had so far on the concept.

This is a new way of looking at the structure of us and we are open to it based on your experience and success using it. We also want to know how this may impact the cash flow and ultimately adjust our projections and see if this is still financially exciting for us. I am sure it is, but we need to know a bit more before we go all in.

We are in favor of working with you ongoing. However, I would like to have another session with you if possible before spending \$3,500 at this moment. We can pay the hourly rate up front if necessary to get caught up in our minds. Another reason is that we would most likely be raising capital for this venture and legal fees, entity structuring etc. would ideally come out of that.

The only other thing we thought of was asking you if you still had CA resources to stay on top of the ever changing landscape regarding MSO/PMC arrangements and if it required pulling in another attorney from CA, or if you are able to quarterback it all from where you are at.

Lasly, please let me know your thoughts and some good days and times you are available to have that 2nd chat. We can Venmo, or whatever method you choose for that upcoming meeting.

Thanks again!

We look forward to working with you!

George Thornock

Co-Founder

Cell: 408-594-0410

Virtual Healthcare Solutions, LLC

Physician Advocacy

O: (916) 678-0468

VHS Capital, LLC

Medical Factoring

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EXHIBIT B

False Affidavits from Mr. Thornock and Mr. Hamm

<p>SUPREME COURT, STATE OF COLORADO</p> <p>ORIGINAL PROCEEDING IN DISCIPLINE BEFORE THE PRESIDING DISCIPLINARY JUDGE</p> <p>1300 Broadway, Suite 250 Denver, Colorado 80203</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p style="text-align: center;">Case Number:</p>
<p>Petitioner: THE PEOPLE OF THE STATE OF COLORADO</p> <p>Respondent: TARA E. LATUS #51871</p>	
<p>Jonathan P. White, #42687 Assistant Regulation Counsel Jessica E. Yates, #38003 Attorney Regulation Counsel Attorneys for Petitioner 1300 Broadway, Suite 500 Denver, Colorado 80203 Telephone: (303) 928-7919 Fax Number: (303) 501-1141 Email: j.white@csc.state.co.us</p>	
<p style="text-align: center;">AFFIDAVIT OF GEORGE THORNOCK</p>	

The undersigned, after being first duly sworn upon oath, states as follows:

1. My name is George Thornock. I am a former client of attorney Tara Latus. I am over the age of 18. I have personal knowledge regarding the facts below.
2. I knew Ms. Latus by the last name “Kepler” but I understand she now uses the last name “Latus” after a marriage.
3. I and two of my business associates, Kevin Hamm and Alex Lara, retained Ms. Latus in October 2022 to assist with formation of a business entity. Prior to that, I had preliminary discussions in August 2022 with Ms. Latus, along with Mr. Hamm and Mr. Lara, about the legal services we needed.
4. I received an engagement letter from Ms. Latus on or around September 1, 2022. The letter said she required payment of a \$3,500 advance retainer. A true and accurate copy of this engagement letter is labelled as Exhibit 2 to the People’s Petition for Interim Suspension.
5. On October 26, 2022, I paid Ms. Latus \$2,400 via Venmo.

6. Per the instructions Ms. Latus conveyed in the engagement letter dated September 1, 2022, I made my \$2,400 payment to a Venmo account identified as “@Eric-Latus-1”.

7. Also on October 26, 2022, at 11:15 a.m., I sent Ms. Latus an email message telling her that I and my associates would pay a total retainer of \$3,600 so we could evenly split the retainer with each of us contributing \$1,200. I also told her that I may pay Mr. Lara’s share of the retainer, which I ultimately did. A true and accurate copy of this email, which I provided to the Office of Attorney Regulation Counsel, is labelled as Exhibit 3 to the People’s Petition for Interim Suspension.

8. I terminated Ms. Latus’ services on November 7, 2022. I did so by an email sent at 10:59 a.m. that day. In my message, I asked for a full refund. I offered to reach a resolution as to any fees owed if Ms. Latus felt that she had done some work, but I did not receive any work product from her. A true and accurate copy of this email, which I provided to the Office of Attorney Regulation Counsel, is labelled as Exhibit 7 to the People’s Petition for Interim Suspension.

9. On November 9, 2022, I received a response from Ms. Latus. She said she would calculate her time and return the remaining retainer. A true and accurate copy of this email, which I provided to the Office of Attorney Regulation Counsel, is labelled as Exhibit 8 to the People’s Petition for Interim Suspension.

10. On December 13, 2022, Ms. Latus sent me and my associates an email message where she stated that my retainer funds were transferred to her trust account and that her ex-husband moved them from that account. A true and accurate copy of this email, which I provided to the Office of Attorney Regulation Counsel, is labelled as Exhibit 9 to the People’s Petition for Interim Suspension.

11. I have reviewed a letter Ms. Latus sent to the Office of Attorney Regulation Counsel on February 3, 2023, where she said that the funds I paid were transferred from the “@Eric-Latus-1” Venmo account to Mr. Latus’s personal checking account. A true and accurate copy of that letter is labelled as Exhibit 11 to the People’s Petition for Interim Suspension.

12. To date, neither I nor my business associates have been paid back any of the money we paid to Ms. Latus.


George Thomock
Affiant

Subscribed and sworn to before me this ____ day of _____, 2023,
by _____.

Witness my hand and official seal.

My commission expires: _____

~~SEE ATTACHED FOR NOTARY PUBLIC~~

NOTARY PUBLIC

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Sacramento }

Subscribed and sworn to (or affirmed) before me on this 20 day of October, 2023
Date Month Year

by George Thornock

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Signature]
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of George Thornock

Document Date: N/A

Number of Pages: 3

Signer(s) Other Than Named Above: N/A

SUPREME COURT, STATE OF COLORADO

ORIGINAL PROCEEDING IN DISCIPLINE BEFORE THE
PRESIDING DISCIPLINARY JUDGE
1300 Broadway, Suite 250
Denver, Colorado 80203

pCOURT USE ONLYp

Case Number:

Petitioner:
THE PEOPLE OF THE STATE OF COLORADO

Respondent:
TARA E. LATUS #51871

Jonathan P. White, #42687
Assistant Regulation Counsel
Jessica E. Yates, #38003
Attorney Regulation Counsel
Attorneys for Petitioner
1300 Broadway, Suite 500
Denver, Colorado 80203
Telephone: (303) 928-7919
Fax Number: (303) 501-1141
Email: j.white@csc.state.co.us

AFFIDAVIT OF KEVIN HAMM

The undersigned, after being first duly sworn upon oath, states as follows:

1. My name is Kevin Hamm. I am a former client of attorney Tara Latus. I am over the age of 18. I have personal knowledge regarding the facts below.
2. I and two of my colleagues retained Ms. Latus in October 2022 to assist us with the formation of a business entity.
3. Prior to retaining Ms. Latus in October 2022, I recall participating in two calls with her about the legal services we needed.
4. These initial conversations were to determine whether Ms. Latus was the right person to represent us.
5. I paid Ms. Latus a \$1,200 retainer on October 27, 2022, so that she could begin doing work.
6. I understood my retainer payment would be used towards work that Ms. Latus would start doing now that she had received payment.
7. Ms. Latus did not communicate to me that the funds I paid would be applied to any prior work.
8. Once Ms. Latus received my payment, and payment from my colleagues, she became difficult to communicate with.
9. I participated in the decision to terminate Ms. Latus's representation in November 2022, which was fairly soon after we retained her.
10. I asked Ms. Latus to return the money me and my colleagues paid to her. We wanted

**See Attached
California Jurat
Exhibit 14**

our money back because she had not done any work since receiving the retainer.

11. I did not receive a refund of my \$1,200 until November 4, 2023.

12. I had to hire another lawyer to assist with the legal matter me and my colleagues initially sought to have Ms. Latus handle. This cost additional money. I had to pay this lawyer even though I had not received a refund from Ms. Latus.



Kevin Hamm

Affiant

Subscribed and sworn to before me this 17th day of November, 2023,

by: Kevin D Hamm

Witness my hand and official seal.

My commission expires: March 1st 2027



NOTARY PUBLIC

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Sacramento }

Subscribed and sworn to (or affirmed) before me on this 17th day of November, 2023
Date Month Year

by Kevin D Hamm

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: BOK
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Kevin Hamm

Document Date: November 17th 2023

Number of Pages: 3

Signer(s) Other Than Named Above: _____

JAN 26 2023

Attorney
Regulation

COLORADO SUPREME COURT

COLORADO ATTORNEYS' FUND FOR CLIENT PROTECTION

The Colorado Attorneys' Fund for Client Protection
Colorado Supreme Court Office of Attorney Regulation Counsel
1300 Broadway, Suite 500, Denver, CO 80203
Telephone: 303-457-5800; Toll Free: 877-888-1370

STATEMENT OF CLAIM**Instructions**

Answer every question on this application. If space is inadequate, attach additional pages. It is important that you submit all evidence that proves your loss, such as canceled checks, receipts, letters, closing statements, etc. Mail the completed application to the address above.

NOTICE TO EACH CLAIMANT: By the execution of this Statement of Claim, each Claimant acknowledges that in establishing the Colorado Supreme Court Attorneys' Fund for Client Protection, the Colorado Supreme Court did not create nor acknowledge any legal responsibility for the acts of individual attorneys in their practice of law, that the making of any payment or reimbursement of losses from the Fund shall be in the sole discretion of the Board and not a matter of right, and that no Claimant nor any other person shall have any right in the Fund as a third-party beneficiary or otherwise.

1. Your Name and Address: ☒ Mr. ☐ Mrs. ☐ Miss ☐ Ms. Age(s): 46

Name: GEORGE THORNOCK

Address: 4164 71ST STREET

SACRAMENTO, CA

Zip Code: 95820

Home Telephone: NA

Business Telephone: 408-594-0410

Social Security

LATUS 23PDJ058 000058

2. Attorney Against Whom Claim is Made:

Name: Tara Eden Kepler (Registration # 51871)

Address: 304 Pyrite Terrace

Colorado Springs, CO

Zip Code: 80905

Home Telephone: _____

Business Telephone: (925) 876-4995

3. How long have you known him/her? 6 months or so.

4. How long has he/she represented you? I paid her on 10-26-2022. I never got representation.

5. Dollar amount of alleged loss: \$ \$2,400.00

6. Is Claim based on ☒ attorney-client relationship or (☐ fiduciary relationship
(guardian or conservator or personal representative or administrator or trustee)?

7. What legal services did you ask this attorney to perform for you?

Management Services Organization structure advice and creation.

Management Services Agreement creation.

8. How much money or property did you pay this attorney and on what date(s) did you make each payment? \$ \$2,400.00 on 10-26-2022

9. Please attach a copy of your receipt(s) or canceled check(s) showing each payment to this attorney.

10. Was your agreement with the attorney in writing? (☒ Yes (☐ No. **If yes, attach a copy of the agreement.** She provided an engagement letter, and I followed it. No signed agreement after that. I provided that letter to the court. I will also attach it here.

11. Did your loss involve: ☒ money (☐ securities (☐ other property?

Specify: Retainer funds stated above.

12. How did you calculate the amount of this loss? If property other than money or marketable securities has been lost, describe specifically how you calculated the value of the property and the date(s) you used to value the lost property.

Simple retainer funds sent to her. Nothing more.

13: State the date(s) when the loss of your money or property occurred:

10/26/2022

14. State the date when you discovered your loss, and how you discovered the loss:

This happened over time as she immediately became unresponsive.

When she did finally respond, there was reason after reason and delay after delay in a remedy.

I offered many chances and options to remedy. I finally initiated the 1st step in filing on 12/23/22.

15. Have you filed a complaint with the Colorado Supreme Court Office of Attorney Regulation Counsel? ☒ Yes (☐ No

If yes, please indicate the following, if known:

Regulation Counsel's file number: 22-3684

Approximate date when the complaint was filed: 12/23/2022 / RFI on 01/02/2023

If no, you must contact the Colorado Supreme Court Office of Attorney Regulation Counsel prior to filing this application. Please call the office at (303) 457-5800 or toll free (877) 888-1370.

16. List the names and addresses of all other individuals who may have information about your claim:

Name: Kevin Hamm

Address: Last Known: 9380 Elk Grove Blvd Suite 105, Box 329. Elk Grove CA, 95624

Telephone Number(s): 916-320-1096 / 916-223-8757

Name: _____

Address: _____

Telephone Number(s): _____

17. Were you, or are you now, either the spouse, child, parent, grandparent, sibling, partner, associate or employee of the attorney who has caused your loss?

☐ Yes ☒ No. If yes, please explain:

18. Are any of your losses covered by any bond, surety agreement or insurance contract?

☐ Yes ☒ No. If yes, please explain:

19. Are any of your losses recoverable under a "banker's blanket bond" or similar commonly available insurance or surety contract? ☐ Yes ☒ No. If yes, please explain:

20. Were any of your losses incurred because you were in business with the attorney?

☐ Yes ☒ No. If yes, please explain:

21. Were any of your losses incurred by a business entity controlled by the attorney?

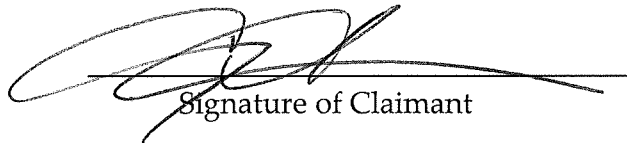
- * *Should you receive an award from the Fund, the facts relating to your loss become a public record.*
- * *FORGERY CLAIMS: If your claim involves a possible forgery (this means you claim your signature was written on a check by the attorney or the attorney's agent, without authorization) you may have a claim against the bank that cashed the check. Since there are time limitations to file a claim against the bank you believe improperly cashed the check, you may want to contact a lawyer concerning your legal rights. Please explain in your claim to the Fund what steps if any, you have taken against the bank that cashed the check.*

27. Do you grant your permission for your name to be utilized as a person receiving reimbursement from the Fund if your Claim is paid in whole or in part?

✓ Yes () No.

I (We) verify and affirm, under penalty of perjury, that the information provided in this Statement of Claim is true.

1-23-23
Date


Signature of Claimant

Signature of Claimant

SUBROGATION AGREEMENT

If the Colorado Supreme Court Attorneys' Fund for Client Protection pays me any amount for my loss, I (we) hereby assign and subrogate to the Colorado Supreme Court Attorneys' Fund for Client Protection in the amount of the payment to me, all my rights, claims and claims for relief that I (we) possess or may possess against the attorney named in this Claim, the attorney's estate, law partners, law firm, law firm directors, officers and shareholders and other person or entity who may be liable for my (our) loss. I (we) promise to cooperate with the Colorado Supreme Court Attorneys' Fund for Client Protection in its restitution efforts as my (our) assignees and subrogee. I (we) further agree that the Colorado Supreme Court Attorneys' Fund for Client Protection has complete, exclusive and sole discretion in the exercise, prosecution and settlement of the restitution claim. I (we) authorize the Board to take any action on the subrogated claim. I (we) understand that I (we) shall be notified if the Board takes action. I (we) also recognize that I (we) may join in the action to press my (our) claim for loss in excess of the amount paid to me by the Colorado Supreme Court Attorneys' Fund for Client

() Yes () No. If yes, please explain:

Not sure. I was instructed to send money to her "Accountant" (now, her new husband) via his Venmo account.
His name is Eric Latus. Venmo handle: @Eric-Latus-1

22. Describe what steps you have taken to recover the loss directly from the attorney or any other source.

Many texts and emails asking for performance, then remedy. I initially asked if there were any \$ to deduct from the retainer. She never responded with an amount. After many attempts, with nothing to show for it, I asked for my full retainer back.

23. State other facts that you believe are important to the Fund's consideration of your Claim:

She is in Colorado. I, and my future business she was to help with, is in California. I found out she has no license to practice in California. I also feel in unprofessional to use a private Venmo account to collect retainer funds and never provide a written contract after my funds were sent.

24. Please attach any other correspondence to or from your attorney which you believe are important to the Fund's consideration of your Claim.

Above, it states I do not need to send items that I have already sent with my RFI. However, for redundancy, I will send it all again here.

25. How did you learn about the Colorado Attorneys' Fund for Client Protection?

The intake attorney from Colorado Supreme Court Office of Attorney Regulation Counsel.

26. Name, address, and telephone number of your present attorney:

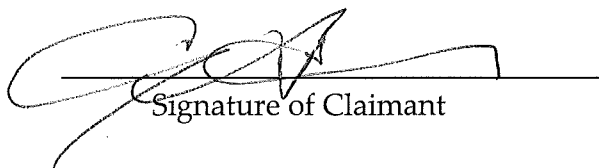
NA

** Court Rules do not permit attorneys who help clients process claims with the Fund to charge legal fees for that service, except with the permission of the Fund's Board of Trustees.*

Protection. I (we) recognize that the Colorado Supreme Court Attorneys' Fund for Client Protection shall have first priority to any recovery from every possible source of repayment including any lawsuit in which I (we) are parties with the Colorado Supreme Court Attorneys' Fund for Client Protection. In the event of recovery in excess of my (our) payment and the Colorado Supreme Court Attorneys' Fund for Client Protection's attorneys' fees, expert witness fees and costs of collection, I (we) will receive the excess recovery.

1-23-23

Date



Signature of Claimant

Signature of Claimant

STATE OF COLORADO)

COUNTY OF _____)

SEE ATTACHED FOR NOTARY PUBLIC

_____ being duly sworn according to law, or by affirmation, on the _____ day of _____, 20____, deposes and says that (s)he is the above-named Claimant, that (s)he has read the foregoing Statement of Claim by him/her subscribed, that (s)he warrants the truthfulness of all statements contained therein, that Claimant agrees to cooperate in the investigation of this Claim; and also in any related disciplinary proceedings against the attorney and, as a condition precedent to any payment from the Colorado Supreme Court Attorneys' Fund for Client Protection, Claimant agrees to execute and deliver to the Board any instrument or instruments as may be required by the Board; and also agrees to notify the Colorado Supreme Court Attorneys' Fund for Client Protection if (s)he, or anyone on Claimant's behalf, files a claim for recovery with any other person or entity, including as a party in civil litigation, as a victim in a criminal proceeding or with any other state or federal client protection fund; and also affirms that (s)he has not filed a claim for recovery to date with any other person or entity not already identified in response to Question 23, above.

Subscribed and sworn to before me by _____

_____ on the _____

SEE ATTACHED FOR NOTARY PUBLIC day of _____

20____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Sacramento }

Subscribed and sworn to (or affirmed) before me on this 22nd day of January, 2023
Date Month Year

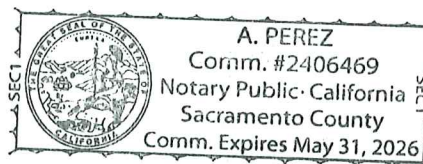
by George Thomas Thernock

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 

Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statement of claim

Document Date: 01/23/2023

Number of Pages: 1

Signer(s) Other Than Named Above: NA

EXHIBIT C

Clients' Extortionate Emails

From: George Thornock <gtt.vhs@gmail.com>
Date: Tuesday, December 13, 2022 at 10:40 PM
To: Kevin Hamm <khamm@kura.md>
Cc: Tara Kepler <tara.kepler@gmail.com>, Alex Lara <alaravhs@gmail.com>
Subject: Re: MSO discussion continued - Remedy - LAST AND FINAL...

Hello Tara,

I write this mainly out of courtesy. We wish you the best, and hope everything works out for you personally. However, since I did not hear back yesterday, we moved forward to seek remedy as I mentioned. One was to seek financial remedy through the Office of Attorney Regulation Counsel. I now have a case number as does Kevin. They know these cases are linked but may result in double communication.

We spoke with our assigned attorney and he outlined the process. In order to get the "qualification" deemed by their department for consideration for the Client Protection Fund. We have to go through the motions and provide details of this situation as a formal complaint. Only a small part of that process is to determine your ability to pay. But it is the process to get to the other side of their department and on to the client protection fund that may be available to us.

We are now tasked with compiling their requested items to complete the process.

I have also inquired here in California not knowing which jurisdiction to pursue. I notice that you are not able to practice here in CA since July of this year. I have not gone as far yet here in CA as in Colorado.

Again. I can not stress enough that we do not wish, or seek to damage you professionally in any way. We just need to be made whole financially.

The \$200/week offer you made is simply way too small for us to consider and would drag this out for way too long.

So, in the meantime, as we compile our required items over the rest of this week, let me know if you can pull together the amount we requested. If not, I hope you understand that we have to proceed and continue to seek remedy from any available funds that we qualify for through the states, and/or the BAR(s). I just felt it courteous to write this for what it's worth.

One last time, I wish there was a way to seek financial remedy in a different way other than these regulation counsels. Hopefully this is evident in the amount of times I have communicated and the amount of words I am using in these emails. But we can not simply write off our funds.

Hope to hear from you soon.

George Thornock
Co-Founder

Cell: 408-594-0410

Virtual Healthcare Solutions, LLC
Physician Advocacy
O: (916) 678-0468

VHS Capital, LLC
Medical Factoring

From: Kevin Hamm <khamm@kura.md>
Date: Monday, December 12, 2022 at 1:19 PM
To: George Thornock <gtt.vhs@gmail.com>
Cc: Tara Kepler <tara.kepler@gmail.com>, Alex Lara <alaravhs@gmail.com>
Subject: Re: MSO discussion continued - Remedy - LAST AND FINAL...

Office of Attorney Regulation in Colorado has already contacted me and I held off filing formally to see what happens here. I certainly hope this can be resolved without formal action.

Kevin Hamm
Sent from my iPhone

On Dec 12, 2022, at 9:54 AM, George Thornock <gtt.vhs@gmail.com> wrote:

Hello Tara.

This will be my last email to you seeking you to respond to my MANY requests for remedy and return of retainer payments to myself and Kevin Hamm (whom I have permission to speak for regarding this matter and is also CC'd on this email).

Our best and final offer to make your job easier in determining a settlement here is this;

Our total retainer of \$3,600 (\$2,400 from myself and \$1,200 from Kevin) minus a TOTAL fee of \$500 to be retained by you for ALL efforts related to assisting us in your legal services capacity. This offer to settle is if, and only if, the balance of funds are returned to us no later than 5pm PST today (December 12th 2022) in respect to the percentage each of us paid you. This breaks down as follows:

\$3,600 - \$500 = \$3,100 to be returned by you (or Eric Latus) in all by 5pm PST today.

\$1,035 to Kevin Hamm

\$2,065 to George Thornock

Funds to be returned to each of us via the same Venmo account that we paid into; user name; @Eric-Latus-1. Or, by your own venmo account.

If this is accepted by you, please respond to this email with the word "Accepted" and proceed to remit payments.

If this is not accepted by you AND do not respond by making these payments, we WILL be seeking remedy in any and all legal ways ways possible. At that point, this 'offer to settle' will no longer be available. We will be seeking full remittance as well as damages.

I believe this is MORE than fair due to the amount of time and effort we have put in to not only work with and pay you, but to seek communication and remedy.

I have let this go far longer than I usually would have with any other "professional."

George Thornock
CFO / Co-Founder

Cell: 408-594-0410

Virtual Healthcare Solutions, LLC
Physician & Employer Consultancy

VHS Capital, LLC
Medical Factoring
