cambrolaw@aol.com

From:	cambrolaw@aol.com
Sent:	Tuesday, May 02, 2006 5:07 PM
To:	janwallace@att.net
Subject:	Fwd: KAGEL, DAVID 04/26/06 LETTER RE DAVI SKIN.DOC
Attachments:	KAGEL,_DAVID_04_26_06_LETTER_RE_DAVI_SKIN.DOC

Claire C. Ambrosio
Attorney at Law
5455 Wilshire Boulevard, Suite 1706
Los Angeles, CA 90036
323-938-2878
323-939-7809 (Fax)

-—-Original Message—–
From: Wachtell, Michael MWACHTELL@buchalter.com
To: cambrolaw@aol.com
Sent: Tue, 2 May 2006 13:29:29 -0700
Subject: KAGEL, DAVID 04/26/06 LETTER RE DAVI SKIN.DOC

Michael L. Wachtell

Buchalter Nemer

1000 Wilshire Boulevard

Suite 1500

Los Angeles, California 90017

Direct Dial: (213) 891-5460

Direct Fax:(213) 630-5760

Main Fax: (213) 896-0400

Main Tel:(213) 891-0700

Cell Phone: (818) 522-9855

Full Message Headers

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Received: from imo-m21.mx.aol.com ([64.12.137.2])
          by worldnet.att.net (mtiwmxc12) with ESMTP
          id <20060502210725012000onkfe>; Tue, 2 May 2006 21:07:25 +0000
X-Originating-IP: [64.12.137.2]
Received: from Cambrolaw@aol.com
    by imo-m21.mx.aol.com (mail_out_v38_r7.5.) id 2.242.a7c2acb (15703)
     for <janwallace@att.net>; Tue, 2 May 2006 17:07:23 -0400 (EDT)
Received: from  mblk-r34 (mblk-r34.mblk.aol.com [152.163.179.24]) by
 air-id05.mx.aol.com (vx) with ESMTP id MAILINID54-3d574457ca0b161;
 Tue, 02 May 2006 17:07:23 -0400
Date: Tue, 02 May 2006 17:07:32 -0400
Message-Id: <8C83C4390558049-430-111D@mblk-r34.sysops.aol.com>
From: cambrolaw@aol.com
References: <07E36D86583175478CD7DE1FF3FE55C602102F3D@LAEXCH1.buchalter.com>
Received: from 75.4.0.19 by mblk-r34.sysops.aol.com (152.163.179.24) with HTTP
 (WebMailUI); Tue, 02 May 2006 17:07:32 -0400
X-MB-Message-Source: WebUI
X-MB-Message-Type: User
In-Reply-To: <07E36D86583175478CD7DE1FF3FE55C602102F3D@LAEXCH1.buchalter.com>
X-Mailer: AOL WebMail 17385
Subject: Fwd: KAGEL, DAVID 04/26/06 LETTER RE DAVI SKIN.DOC
To: janwallace@att.net
X-AOL-IP: 152.163.179.24
X-Spam-Flag: NO
Status: RO
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    boundary="--boundary-LibPST-iamunique-1447884802_-_-"
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1000 WILSHIRE BOULEVARD, SUITE 1500, LOS ANGELES, CALIFORNIA 90017-2457
TELEPHONE (213) 891-0700 / FAX (213) 896-0400

File Number: D1200.0003
Direct Dial Number: (213) 891-5460
Direct Facsimile Number: (213) 630-5760
E-Mail Address: *mwachtell@buchalter.com*

May 1, 2006

VIA FACSIMILE NO. (310) 553-9693
<u>and FIRST CLASS MAIL</u>

David L. Kagel, Esq.
Law Offices of David L. Kagel
1801 Century Park East
Los Angeles, CA 90067

Re: Davi Skin, Inc.

Dear Mr. Kagel:

As you already know, this firm represents Davi Skin, Inc., a Nevada corporation ("Davi Skin"). I am writing in response to your letter of April 10, 2006 addressed to Joseph Spellman, Chief Executive Officer of Davi Skin. I also understand, and you have confirmed by e-mail on Friday, April 21, 2006, that you represent Parrish Medley, formerly the Chief Executive Officer of Davi Skin.

Before I can further respond to your letter, there are a number of inconsistencies that need to be clarified and questions we need answered. Along with your letter, we received the following documents:

1. A copy of an Assignment of Promissory Notes dated April 6, 2006, purportedly executed Jan Wallace;

2. Schedule A, reflecting an assignment to David L. Kagel of "100% of Promissory Note";

3. A copy of a Promissory Note in the principal amount of $248,325.00 dated March 15, 2003 from MW Medical, Inc. in favor of Jan Wallace (for purposes of this communication the "Promissory Note");

4. A copy of a Notice of Partial Cancellation of Promissory Note addressed to Davi Skin, Inc., f.k.a. MW Medical, Inc. dated June __, 2004 relating to a Promissory Note dated March 15, 2003 in the amount of $301,719.90. This document purportedly executed by Jan Wallace; and

5. A copy of a Loan Extension purportedly executed by Jan Wallace, whereby she agrees to extend the maturity date of a $200,000 loan to December 31, 2005.

It is our understanding that each of the above-identified documents were obtained by you from your client Parrish Medley and that you acquired them either for fair consideration paid to Mr. Medley or as his nominee. Please clarify in which capacity you currently hold these documents and are asserting rights derived therefrom.

As described above, the principal amount of the Promissory Note enclosed with your letter is $248,325.00. While this note is dated March 15, 2003, it appears to be different from another promissory note, the principal amount of which was either $301,719.90, or purportedly reduced by $301,719.90 to $200,000 in June, 2004 as reported in documents filed with the Securities and Exchange Commission ("SEC") shortly after the reverse merger involving Davi Skin that closed on June 21, 2004. It is, therefore, unclear whether the Assignment of Promissory Note dated April 6, 2006 relates to the Promissory Note you transmitted, or some note in a substantially larger amount. Even the Notice of Partial Cancellation (item 4 above) enclosed with your letter contradicts the other documents you hold. If this Notice of Partial Cancellation refers to the Promissory Note, there would be no balance owing at all. In fact, there appears to be multiple promissory notes, some which are executed by MW Medical, Inc. and at least one of which is executed by Mr. Medley for Davi Skin, Inc., all of which may reflect the same obligation and only some of which have been identified in Davi Skin's SEC filings and in its audited financial statements.

As I am sure you also know, your client, Parrish Medley, was Chief Executive Officer of Davi Skin until March 2006. In that capacity, he was the person most knowledgeable and principally responsible for the financial and corporate affairs of Davi Skin. There are various filings with the SEC which he signed and caused to be filed relating to the merger of Davi Skin and MW Medical, Inc. These filings were certified by Mr. Medley under oath, along with his certification as Chief Executive Officer made pursuant to 18 U.S.C. Section 1305 as adopted pursuant to Section 906 of the Sarbanes – Oxley Act of 2002. These filings reference the cancellation of an unpaid principal OBLIGATION in the amount of $301,719.90 and the reduction of the principal balance of a note to $200,000 as of June 21, 2004. Therefore, this must reference a note other than the Promissory Note purportedly assigned to you. There is no reference whatsoever in the SEC filings certified by Mr. Medley to the $248,325.00 Promissory Note, or any mention that he held an alleged assignment of this note (either in blank or in his name) or OF conversion rights attributable to this Promissory Note. Furthermore, none of the schedules referenced and attached to the Agreement and Plan of Merger and Reorganization between Davi Skin, Inc. f/k/a MW Medical, Inc. and Davi Acquisition Corp.(now Davi Skin) reference the $200,000 note obligation which was allegedly assigned by Jan Wallace contemporaneously with the closing of the reverse merger, or any loan liabilities at all to insiders of MW Medical, Inc.

We have also reviewed the audited financial statements for Davi Skin that were issued by Beckstead & Watts, LLP in Las Vegas, Nevada on October 15, 2004 for the period ended June 30, 2004 that were attached as Exhibit “A” to the Confidential Private Offering Memorandum (“PPM”) of Davi Skin dated January 1, 2005. There is no reference in those financial statements to the Promissory Note, or similar related obligations of Davi Skin as of that date. As Chief Executive Office at the time these financial statements were issued, Mr. Medley would have approved the information contained in these financial statements and should have personal knowledge as to the circumstances as to why the Promissory Note was not reflected in the audited financials.

It is our understanding that as of the date of the PPM, Mr. Medley held the assignment documents from Ms. Wallace that are referred to in your letter. Furthermore, when the Promissory Note you purport to now own was originally delivered or assigned by Ms. Wallace in June 2004, Mr. Medley, being an affiliate of Davi Skin, was required to have filed appropriate forms with the SEC reflecting his beneficial transfer of the stock issuable on conversion of the Promissory Note. This was not done and is inconsistent with the claims you are now asserting. The fact that any assignment of the Promissory Note, or any other similar related party obligation was held in blank, does not relieve Mr. Medley from filing the requisite SEC forms, unless Ms. Wallace did not intend to transfer beneficial ownership of either the Promissory Note or related conversion rights, in which case your client’s assignment to you is invalid and/or unenforceable.

To further complicate matters, Ms. Wallace advises us, among other things, that: a) she gave Mr. Medley an assignment in blank, along with the Promissory Note you are allegedly in possession of at the time of the merger closing in June 2004, based on his representation to her that he needed custody of those documents to raise additional funds for Davi Skin, after which time Ms. Wallace would receive either cash or Davi Skin stock as consideration for the assignment; b) that at such time as equity investors were identified and investments funded, appropriate change of ownership forms would be filed with the SEC and the transfer would be reflected on the books of the company; c) that in December, 2005, Ms. Wallace was asked by Mr. Medley to confirm extension of the maturity date of the $200,000 owed to her from December 31, 2004 until December 31, 2005, which she did; d) that to Ms. Wallace’s surprise, Mr. Medley paid her $10,000 in cash (not a corporate check) for this extension, which she has properly deposited and accounted for; and e) that as of this date, Ms. Wallace has never received any consideration for the assignment of the Promissory Note and alleged stock conversion rights (from you, or Mr. Medley), and she still contends that she has rightful ownership of the Promissory Note and she has so advised the corporation's auditors and Mr. Medley.

Ms. Wallace's contentions appear to be consistent with SEC filings and the company's financials which Mr. Medley was responsible for. If Ms. Wallace effectively transferred ownership of the Promissory Note by delivery of the Promissory Note and blank assignment to Mr. Medley in June 2004 (when she admits she signed and delivered at that time), then Mr. Medley's beneficial ownership of the stock issuable upon the conversion of the Promissory Note would have then been reportable to the SEC by Mr. Medley. Mr. Medley never made any such filings or mention of such change of ownership in any SEC filings, or other company financial records which would seem to confirm that he did not consider himself to hold constructive or actual title. Further, there is no evidence that any notification of the blank assignment and delivery of the Promissory Note was ever given to any other director or officer of Davi Skin prior to Mr. Medley's termination of his employment with Davi Skin in March 2006, or otherwise reflected on the company's financial records. Hence, the audit confirmation request in respect of the Promissory Note was sent this past March to Ms. Wallace and not to Mr. Medley.

Before we can further consider your request, or further respond, we need to resolve the inconsistencies in Davi Skin's SEC filings, establish the circumstances regarding the alleged assignment of the Promissory Note, identify what other notes may evidence the same alleged obligation and their status, ascertain why the records of Davi Skin, the company's audited financial statements, as well as many of the certified filings made by Mr. Medley as CEO of Davi Skin with the SEC did not accurately reflect either the existence or ownership of any of these outstanding monetary obligations or conversion rights and, if such enforceable obligations against Davi Skin exist, who is their legal and rightful owner.

It may be useful for you to contact Claire C. Ambrosio, who is counsel for Jan Wallace, since her client's claim to ownership seems to be a threshold issue. Her phone number is (323) 938-2878.

Please direct communications to the undersigned as counsel for Davi Skin.

Very truly yours,

BUCHALTER NEMER
A Professional Corporation

By
Michael L. Wachtell

MLW:bjm

cc: Davi Skin, Inc.
Claire C. Ambrosio, Esq.

bc: Mr. Joseph Spellman
Mr. Carlo Mondavi
Mr. Josh LeVine
Mr. Ted Lanes
Don Lee, Esq.