

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Ancillary Civil Action No. 4:18-cv-360
	§	
BEDAZZLED, INC., et al.,	§	
	§	
Defendants.	§	

**RECEIVER’S MOTION FOR DEFAULT JUDGMENT
AGAINST C&C FLOWERS AND LANDSCAPING LLC**

Plaintiff Jennifer Ecklund, in her capacity as the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Relief Defendant Arthur F. Wammel (“**Wammel**”), Relief Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”), by and through undersigned counsel, hereby requests that a Judgment of Default be entered against C&C Flowers and Landscaping LLC pursuant to Federal Rule of Civil Procedure 55, respectfully showing the following:

1. On May 15, 2018, the Receiver filed her *Complaint Against Certain Transferees* [Dkt. No. 1] (the “**Complaint**”), as demonstrated in her *Request to Clerk for Entry of Default Against C&C Flowers and Landscaping LLC* and accompanying appendix in this action [Dkt. No. 84] (the “**Request for Entry of Default**”) attached hereto and incorporated herein as **Exhibit A**.

2. On July 24, 2018, C&C Flowers and Landscaping LLC, by and through its registered agent, was served with Summons and Complaint by personal service [Dkt. No. 54], as demonstrated in her *Request for Entry of Default* [Dkt. No. 84] at **Exhibit A**.

3. The deadline for C&C Flowers and Landscaping LLC to file its answer with the Court was August 14, 2018.

4. C&C Flowers and Landscaping LLC, though properly served with the Summons and Complaint, has failed to file an answer and has made no other attempt sufficient to show that it intends to defend this lawsuit.

5. On November 6, 2018, the Receiver requested that the Clerk of the Court docket an Entry of Default as to C&C Flowers and Landscaping LLC [Dkt. No. 84].

6. On November 13, 2018, the Clerk of the Court entered default against C&C Flowers and Landscaping LLC [Dkt. No. 87] attached hereto and incorporated herein as **Exhibit B**.

7. The Receiver's *Motion for Default Judgment* has been filed less than thirty days after the Clerk's entry of the Order of Default against C&C Flowers and Landscaping LLC. And, as of the date of the filing of the Receiver's *Motion for Default Judgment*, C&C Flowers and Landscaping LLC has not appeared.

8. The Receiver contends that a default judgment is warranted on all of its claims against C&C Flowers and Landscaping LLC pursuant to Federal Rule of Civil Procedure 55.

9. The Receiver's Complaint against C&C Flowers and Landscaping LLC seeks to claw back \$94,000 that C&C Flowers and Landscaping LLC received from the Wammel Group under the theories of Actual Fraudulent Transfer, Constructive Fraudulent Transfer, and Unjust

Enrichment and Constructive Trust. See Complaint at **Exhibit A**. The Receiver is entitled to recover the amounts received by C&C Flowers and Landscaping LLC from the Wammel Group.

10. The amounts sought by the Receiver are liquidated and can be readily computed in compliance with Federal Rule of Civil Procedure 55(b). Financial records indicate that the Wammel Group transferred \$94,000 to C&C Flowers and Landscaping LLC on July 16, 2016. See *Affidavit of Jennifer Ecklund* (the “**Ecklund Affidavit**”) at **Exhibit A**. Redacted financial records evidence the \$94,000 transfer from the Wammel Group to C&C Flowers and Landscaping LLC. See Redacted Financial Records at **Exhibit A**.

11. As required by 50 U.S.C. § 3931, the Servicemember’s Affidavit at **Exhibit A** for C&C Flowers and Landscaping LLC evidences that C&C Flowers and Landscaping LLC is a business entity and is therefore incapable of serving in the military.

12. C&C Flowers and Landscaping LLC, as a business entity, is incapable of being a minor or an incompetent person.

13. Finally, proper venue and jurisdiction exist allowing this Court to enter a default judgment against C&C Flowers and Landscaping LLC. Venue is proper in this Court because this action is ancillary to *SEC v. Thurman P. Bryant, III, et al.*, No. 4:17-cv-00336-ALM, pending in the United States District Court for the Eastern District of Texas, Sherman Division (“***SEC v. Thurman P. Bryant, III, et al.***”) and pursuant to 28 U.S.C. §§ 754 and 1692, the Receiver may sue in the district in which she was appointed to enforce claims anywhere in the country. This Court has subject-matter jurisdiction over the matters raised by this lawsuit pursuant to 28 U.S.C. § 1367 because this action is ancillary to *SEC v. Thurman P. Bryant, III, et al.* Moreover, the money transferred to C&C Flowers and Landscaping LLC constitutes a Receivership Asset, defined in the Receivership Order as “all property interests of the

Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendant owns, possesses, has a beneficial interest in, or controls directly or indirectly.” *Amended Order Appointing Receiver, SEC v. Thurman P. Bryant, III, et al.*, Dkt. No. 48, ¶ 7(A), p. 3, attached hereto as **Exhibit C**.

14. Based on these allegations and in light of C&C Flowers and Landscaping LLC’s default, the Receiver respectfully requests an entry of Judgment by this Court against C&C Flowers and Landscaping LLC for the amount pleaded in her *Complaint* and detailed in **Exhibit A**. The Receiver also respectfully requests that a constructive trust be imposed on the Receivership Assets received by C&C Flowers and Landscaping LLC as described herein and in the Complaint, and the immediate turnover of such funds to the Receiver.

PRAYER

15. For these reasons, the Receiver respectfully requests that the Court enter Judgment against C&C Flowers and Landscaping LLC for the \$94,000 transfer detailed in the Exhibits attached to this Motion as well as impose a constructive trust on the profits received by C&C Flowers and Landscaping LLC and order that the profits must immediately be turned over to the Receiver. The Receiver further respectfully requests for any such other relief to which she may be justly entitled under law or equity.

DATED: November 16, 2018.

Respectfully submitted,

By: /s/ Timothy E. Hudson

Timothy E. Hudson
State Bar No. 24046120
Tim.Hudson@tklaw.com

William L. Banowsky
State Bar No. 01697125
William.Banowsky@tklaw.com

Mackenzie S. Wallace
State Bar No. 24079535
Mackenzie.Wallace@tklaw.com

Mackenzie M. Salenger
State Bar No. 24102451
Mackenzie.Salenger@tklaw.com

THOMPSON & KNIGHT LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Telephone: (214) 969-1700
Facsimile: (214) 969-1751

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

On November 16, 2018, I electronically submitted the foregoing document to the Clerk of the Court for the United States District Court for the Eastern District of Texas using the electronic case filing system of the Court.

/s/ Timothy E. Hudson
Timothy E. Hudson

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Ancillary Civil Action No. 4:18-cv-360
	§	
BEDAZZLED, INC., et al.,	§	
	§	
Defendants.	§	

**RECEIVER’S REQUEST TO CLERK FOR ENTRY OF DEFAULT
AGAINST C&C FLOWERS AND LANDSCAPING LLC**

TO THE UNITED STATES DISTRICT CLERK:

1. Jennifer Ecklund, in her capacity as the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”), by and through undersigned counsel, hereby files this *Request to Clerk for Entry of Default Against C&C Flowers and Landscaping LLC*.

2. On May 15, 2018, the Receiver filed her *Complaint Against Certain Transferees* [Dkt. No. 1]. A true and correct copy of the Receiver’s Complaint is attached hereto and incorporated herein as **Exhibit A**.

3. The Receiver’s Complaint against C&C Flowers and Landscaping LLC seeks to claw back \$94,000 that C&C Flowers and Landscaping LLC received from the Wammel Group under the theories of Actual Fraudulent Transfer, Constructive Fraudulent Transfer, and Unjust

Enrichment and Constructive Trust. See Exhibit A. The Receiver is entitled to recover the amounts received by C&C Flowers and Landscaping LLC from the Wammel Group.

4. The amounts sought by the Receiver are liquidated and can be readily computed in compliance with Federal Rule of Civil Procedure 55(b). Financial records indicate that the Wammel Group transferred \$94,000 to C&C Flowers and Landscaping LLC on July 16, 2016. See *Affidavit of Jennifer Ecklund* (the “**Ecklund Affidavit**”), attached hereto as **Exhibit B**. Redacted financial records evidencing the \$94,000 transfer from the Wammel Group to C&C Flowers and Landscaping LLC are attached hereto as **Exhibit C**.

5. On July 24, 2018, C&C Flowers and Landscaping LLC, by and through its registered agent, was served with Summons and Complaint by personal service [Dkt. No. 54]. A true and correct copy of the proof of service is attached hereto and incorporated herein as **Exhibit D**.

6. The deadline for C&C Flowers and Landscaping LLC to file its answer with the Court was August 14, 2018.

7. C&C Flowers and Landscaping LLC, though properly served with the Summons and Complaint, has failed to file an answer and has made no other attempt sufficient to show that it intends to defend this lawsuit.

8. Because C&C Flowers and Landscaping LLC has failed to file an answer in this action or otherwise defend the lawsuit, the Receiver is entitled to entry of default against C&C Flowers and Landscaping LLC.

I. ARGUMENTS & AUTHORITIES

9. The Clerk of Court may enter a default against a party who has not filed a responsive pleading or otherwise defended the suit. Fed. R. Civ. P. 55(a).

10. Attached as Exhibit D is a true and correct copy of the proof of service evidencing that C&C Flowers and Landscaping LLC was properly served notice of the suit. See Ecklund Affidavit, Exhibit B.

11. The Clerk of the Court should enter a default against C&C Flowers and Landscaping LLC because it has failed to file an answer by August 14, 2018 (21 days from the date of service—July 24, 2018). Fed. R. Civ. P. 12(a)(1)(A). Moreover, C&C Flowers and Landscaping LLC has not taken sufficient action nor filed any document that indicates its intent to defend the suit. Fed. R. Civ. P. 55(a); see Ecklund Affidavit, Exhibit B at ¶ 7.

12. As required by 50 U.S.C. § 3931, attached as **Exhibit E** is a military affidavit for C&C Flowers and Landscaping LLC, evidencing that C&C Flowers and Landscaping LLC is a business entity and is therefore incapable of serving in the military.

13. C&C Flowers and Landscaping LLC, as a business entity, is incapable of being a minor or an incompetent person.

14. The time for C&C Flowers and Landscaping LLC to respond to the suit has expired.

II. CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that the Clerk of Court enter a default against C&C Flowers and Landscaping LLC in the amount of \$94,000. The Receiver further requests any such other relief to which she is entitled under law or equity.

DATED: November 6, 2018.

Respectfully submitted,

By: /s/ Timothy E. Hudson

Timothy E. Hudson
State Bar No. 24046120
Tim.Hudson@tklaw.com

William L. Banowsky
State Bar No. 01697125
William.Banowsky@tklaw.com

Mackenzie S. Wallace
State Bar No. 24079535
Mackenzie.Wallace@tklaw.com

Mackenzie M. Salenger
State Bar No. 24102451
Mackenzie.Salenger@tklaw.com

Sydne K. Collier
State Bar No. 24089017
Sydne.Collier@tklaw.com

THOMPSON & KNIGHT LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Telephone: (214) 969-1700
Facsimile: (214) 969-1751

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

On November 6, 2018, I electronically submitted the foregoing document to the Clerk of the Court for the United States District Court for the Eastern District of Texas using the electronic case filing system of the Court.

/s/ Timothy E. Hudson
Timothy E. Hudson

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Ancillary Civil Action No. 4:18-cv-360
	§	
BEDAZZLED, INC., et al.,	§	
	§	
Defendants.	§	

**APPENDIX TO RECEIVER'S REQUEST TO CLERK FOR ENTRY OF DEFAULT
AGAINST C&C FLOWERS AND LANDSCAPING LLC**

Exhibit	Description	Citation
A	Complaint Against Certain Transferees	App. 0001-58
B	Affidavit of Jennifer Ecklund in Support of Default	App. 0059-60
C	Redacted Financial Records	App. 0061-62
D	Proof of Service on C&C Flowers and Landscaping LLC	App. 0063-65
E	Servicemember's Affidavit	App. 0066

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Ancillary Civil Action No. 4:18-cv-360
	§	
BEDAZZLED, INC., et al.	§	
	§	
	§	
	§	

RECEIVER’S COMPLAINT AGAINST CERTAIN TRANSFEREES

Jennifer Ecklund, in her capacity as the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”), by and through undersigned counsel, hereby files this *Complaint* against certain Transferees, and would respectfully show this Court the following:

I. INTRODUCTION

1. This case arises out of, and is ancillary to, a lawsuit brought by the Securities and Exchange Commission (“**SEC**”) against Bryant Defendants, Wammel Defendants, Carlos Goodspeed a/k/a Sean Phillips a/k/a GC d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment (“**Goodspeed**”), and Relief Defendant Thurman P. Bryant, Jr. (“**Bryant, Jr.**”) for claims related to a fraudulent investment scheme created, organized, and operated by the Bryant Defendants. That lawsuit is styled *SEC v. Thurman P. Bryant, III, et al.*, No. 4:17-cv-00336-

ALM, and is pending in the United States District Court for the Eastern District of Texas, Sherman Division (“*SEC v. Thurman P. Bryant, III, et al.*”).

2. The Bryant Defendants engaged in a Ponzi scheme that raised millions of dollars from unwitting investors through the sale of “limited partnership interests” in BUCF (the “**Ponzi scheme**”). Defendant Bryant induced Investors to invest in BUCF through investment contracts based upon misrepresentations and material omissions regarding (a) returns (30% or more), (b) the secure nature of the “mortgage-based” investments, and (c) the existence of “escrow accounts.” However, no secure escrow account existed and there was no mortgage-related investment program.

3. As part of the Bryant Defendants’ Ponzi scheme and directly violative of promises to BUCF investors, BUCF transferred its investors’ funds to the Wammel Group—a limited liability company wholly owned and operated by Wammel—which in turn invested BUCF investor funds in high-risk options trading. See August 15, 2017 Memorandum Opinion and Order, *SEC v. Thurman P. Bryant, III, et al.*, Case No. 04:17-CV-00336-ALM. Dkt. No. 89 (E.D. Tex., Mazzant, J.) at 8 (the “**Memorandum Opinion and Order**”). The Wammel Defendants, by and through Wammel, also raised funds independent of BUCF funds, which Wammel used in the same way. In effect, the Bryant Defendants and the Wammel Defendants created a web of interlocking entities that they utilized in connection with the Ponzi scheme out of which this case arises. See *id.* (“The Court finds that this is sufficient evidence to establish a Ponzi scheme.”)

4. The SEC’s complaint in *SEC v. Thurman P. Bryant, III, et al.* describing the Ponzi scheme is in this Court’s record and is incorporated herein by reference.

5. The Receiver’s investigation has established that more than \$22 million was raised from BUCF investors during the course of the scheme, including approximately \$1.4 million

raised since January 2017 alone. Notably, of that \$22 million, more than \$17.8 million was transferred to the Wammel Group, Goodspeed, and Bryant, Jr., and approximately \$4.8 million was misappropriated by Bryant to fund his personal living expenses. None was invested as promised in the agreements signed by investors. In addition, the Wammel Defendants have raised approximately \$44.7 million dollars from 16 investors, primarily through limited partnership agreements.

6. Certain persons and entities, identified herein as the “**Transferees**,” collectively received more than \$4 million (the “**Transfers**”) from the Bryant Defendants and Wammel Defendants by, or at the direction of, Bryant or Wammel. The Transfers were actually just the principal of investors, which expressly violated Bryant and Wammel Group’s promises to investors about how the money would be invested. Specifically, Transferees received more than \$779,205 from the Bryant Defendants. *See Transfers Between Bryant Defendants and Transferees*, attached hereto as **Exhibit A**. Transferees also received more than \$3.3 million from the Wammel Defendants. *See Transfers Between Wammel Defendants and Transferees*, attached hereto as **Exhibit B**.

7. The Transferees did not exchange reasonably equivalent consideration for the Transfers received and have no legitimate claims to the monies, which were misappropriated from unwitting investors. For example, the BUCF investors were promised a no-risk investment in the mortgage industry in which their principal would be protected against loss in secured escrow accounts, but some of that money is now in the possession of the Transferees. The Receiver brings this Complaint to rescind the Transfers because the funds used were those of innocent, unwitting investors in the Ponzi scheme.

II. PARTIES

8. Plaintiff Jennifer Ecklund was appointed as Receiver for the Bryant Defendants by order of this Court signed May 15, 2017, and superseded by the Amended Order Appointing Receiver (and including the Wammel Defendants in the Receivership) entered on July 19, 2017 (the “**Receivership Order**”), which are in the Court’s record and incorporated herein by reference. The Receivership Order authorizes the Receiver to, *inter alia*:

institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers rescission . . .

¶ 41, p. 13.

9. Defendant Bedazzled, Inc. is a domestic for-profit corporation organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Deborah L. Hoffman at 4120 Cassandra Lane, Plano, Texas 75093. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

10. Defendant Christel Such¹ is an individual residing at 4029 Pear Ridge Dr., The Colony, Texas 75056. She may be served with process at that address or wherever else she may be found. FED. R. CIV. P. 4.

11. Defendant Ferguson Enterprises, Inc. is a foreign for-profit corporation organized under the laws of the State of Virginia. This Defendant may be served with process through its registered agent Corporate Creations Network, Inc. at 2425 W Loop South #200, Houston, Texas 77027. FED. R. CIV. P. 4.

¹ Christel Such may have received Transfers in her capacity as power of attorney for Esperanza Landry; however, records indicate that Christel Such received said Transfers without mention of Esperanza Landry.

12. Defendant Easy Pay Finance, Inc. is a domestic for-profit corporation organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Michael W. McFerrin at 1386 FM 1960 Bypass Rd. E, Humble, Texas 77338-3908. FED. R. CIV. P. 4.

13. Defendant Joe Michetti is an individual residing at 11380 Wake Oaks Dr., Montgomery, Texas 77356. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

14. Defendant MNE Financial Services, LLC is a domestic limited liability company organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Fred A. Avant at 312A Birdsall Street, Houston, Texas 77007-7139. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State.. TEX. BUS. ORGS. CODE § 5.251.

15. Defendant Baldwin's Industrial Services, Inc. a/k/a Baldwin's Crane Hire Limited is a foreign for-profit organized under the laws of the State of Delaware. This Defendant may be served with process through its registered agent CT Corporation Systems, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251. Alternatively, this Defendant may be served through the Central Authority of the United Kingdom designated pursuant to the Hague Service Convention as The Senior Master, For the attention of the Foreign Process Section, Room E16, Royal Courts of Justice, Strand, London WC2A 2LL.

16. Defendant Tracey Murray is an individual residing at 419 Marina Dr., Webster, Texas 77598. She may be served with process at that address or wherever else she may be found. FED. R. CIV. P. 4.

17. Defendant C&C Flowers and Landscaping LLC is a foreign limited liability company organized under the laws of the State of Florida. This Defendant may be served with process through its registered agent Ervin J. Coleman, 8804 Darlington Dr., Jacksonville, Florida 32208-1941. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

18. Defendant Sean Lester is an individual residing at 3003 Larknolls Lane, Houston, Texas 77092. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

19. Defendant Patrick Finley is an individual and may be served with process wherever he may be found. FED. R. CIV. P. 4.

20. Defendant 646 Development, LLC is a domestic limited liability company organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Robert L. Moody at 2302 Post Office St., Suite 601, Galveston, Texas 77550-1936. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

21. Defendant Fresh Start Legal Advocates, Inc. is a domestic for-profit corporation organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Aniko L. Brown at 1318 Summer Forest Dr., Sugar Land, Texas 77479-6918. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be

found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

22. Defendant Jet Traders Group, LLC is a domestic limited liability company organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent John D. Profanchik at 3301 Swanson Dr., Plano, Texas 75025-5364. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

23. Defendant Ed Curtiss is an individual and may be served with process wherever he may be found. FED. R. CIV. P. 4.

24. Defendant Thomas Seffron is an individual residing at 14884 Penasquitos Ct., San Diego, California 92129. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4

25. Defendant Sonic Momentum JVP, LP is a domestic limited partnership organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent CT Corporation System at 1999 Bryan St. Suite 900, Dallas, Texas 75201. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

26. Defendant All American Automotive, LLC is a domestic limited liability company organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Dominic Harris at 102 C West Veteran's Memorial Blvd., Harker Heights, Texas 76548. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

27. Defendant Debbie Davidson is an individual and may be served with process wherever she may be found. FED. R. CIV. P. 4.

28. Defendant Harrington Carbone & Allison, LLP is a domestic limited liability partnership organized under the laws of the State of Texas. This Defendant may be served with process through its general partner Tony Carbone at 2651 Pearland Pkwy, Suite 102, Pearland, Texas 77581. FED. R. CIV. P. 4.

29. Defendant Chris Castillo is an individual and may be served with process wherever he may be found. FED. R. CIV. P. 4.

30. Defendant Bellagio Interiors, LP is a domestic limited partnership organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Misti B. Thomas at 6009 W. Parker Rd., Suite 101, Plano, Texas 75093-8145. FED. R. CIV. P. 4.

31. Defendant Joe Mackey is an individual residing at 723 Red Oak Lane, Friendswood, Texas 77546. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

32. Defendant Domingo Rodriguez is an individual residing at 330 Nettle Dr., Garland, Texas 75043-3225. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

33. Defendant Sean Fitzmaurice is an individual residing at 2266 NW 51st Street, Apt. D, Miami, Florida 33142-3789.. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

34. Defendant ESPI Motors, Inc. is a domestic for-profit corporation organized under the laws of the State of Texas. This Defendant may be served with process through its registered

agent Raul G. Espino at 5804 Star Lane, Suite B, Houston, Texas 77057-7116. FED. R. CIV. P. 4.

35. Defendant Enmotion Enterprises, Inc. is a domestic for-profit corporation organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Stephen M. Garrett at L.C.B. & R.V. Storage #3, 3000 FM 646 East Dickinson, Texas 77539. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

36. Defendant Brandon Arnold is an individual residing at 2101 Washington Park Way, Prosper, Texas 75078-1697. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

37. Defendant ProLiquidation LLC is a domestic limited liability company organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Thurman Bryant at 2054 Hidalgo Lane, Frisco, Texas 75034. FED. R. CIV. P. 4. If the Registered Agent cannot with reasonable diligence be found, the Defendant may served through the Texas Secretary of State. TEX. BUS. ORGS. CODE § 5.251.

38. Defendant Frontier Title Company is a domestic limited liability company organized under the laws of the State of Texas. This Defendant may be served with process through its registered agent Casey Lambright at 2603 Augusta Dr., Ste. 1100, Houston, Texas 77057-5639. FED. R. CIV. P. 4.

III. JURISDICTION AND VENUE

39. This Court has subject-matter jurisdiction over the matters raised by this lawsuit pursuant to 28 U.S.C. § 1367 because this action is ancillary to *SEC v. Thurman P. Bryant, III, et*

al. See Crawford v. Silette, 608 F.3d 275, 278 (5th Cir. 2010); *see also Haile v. Henderson Nat'l Bank*, 657 F.2d 816, 822 (6th Cir. 1981). Moreover, the money transferred to the Transferees, as described herein, constitutes a Receivership Asset, defined in the Receivership Order as “all property interests of the Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendant owns, possesses, has a beneficial interest in, or controls directly or indirectly.” Receivership Order, ¶ 7(A), p. 3.

40. Venue is proper in this Court because this action is ancillary to *SEC v. Thurman P. Bryant, III, et al.*, and pursuant to 28 U.S.C. §§ 754 and 1692, the Receiver may sue in the district in which she was appointed to enforce claims anywhere in the country.

IV. FACTS AND PROCEDURAL BACKGROUND

41. The Receiver relies on, and hereby incorporates by reference, the specific factual allegations made by the SEC in its complaint against the Bryant Defendants, Wammel Defendants, Goodspeed, and Relief Defendant Bryant, Jr.

A. Bryant Creates the BUCF Scheme

42. In early 2011, Bryant formed BUCF and is, and always has been, BUCF’s sole officer, manager, and decision-maker. Bryant opened, maintained, and had sole signatory authority over BUCF’s single bank account. Hence, Bryant and BUCF’s interests and activities were one and the same and their interest are, and always have been, aligned. *See First Amended Complaint*, Dkt. No. 154.

43. Generally, Bryant pitched to investors orally representing, among other things, that investor funds would be protected in segregated, secure escrow accounts and used solely to serve

as “proof of funds” for BUCF to secure a line of credit from a hedge fund. First Amended Complaint, Dkt. No. 154. Bryant further represented that BUCF would use the line of credit to fund short-term mortgage loans, which long-term lenders would purportedly quickly purchase in exchange for a set fee paid to BUCF. Furthermore, Bryant promised investors, orally and in partnership agreements, that their investment bore no risk and was guaranteed to generate 2.5% monthly returns for a total of 30% annually. The Bryant Defendants raised more than \$22 million from approximately 100 investors located in Texas and other states, and at least two international investors (the “**Defrauded Investors**”).

44. However, Bryant’s promises were false. No secure escrow accounts existed, and there was no mortgage-related investment program. In reality, and directly contrary to representations made to investors, Bryant commingled investor funds in a single BUCF deposit account controlled by Bryant, from which more than \$16 million was transferred to the Wammel Group² and more than \$4 million was transferred to the Transferees. Returns were paid to investors from monies raised from other investors.

B. Wammel Defendants’ Ponzi Scheme.

45. Similar to Bryant, the Wammel Defendants began selling limited partnership interests as documented by the *Limited Partnership Agreement of Wammel Group* (“**Wammel Partnership Agreement**.”). The Wammel Defendants ultimately raised approximately \$44.7 million from early June 2007 through December 2016. These funds came from three primary investor groups: (1) BUCF *i.e.* Bryant without informing or obtaining permission from BUCF’s unwitting investors (\$16.1 million); (2) one large investor (\$25 million); and (3) approximately 15 other investors the Wammel Group solicited (\$3.6 million) (the “**Wammel Defrauded**

² The Wammel Group is wholly owned and operated by Wammel. Since at least 2011, Wammel Group and Wammel have raised approximately \$28.6 million from approximately 16 non-BUCF investors.

Investors”)(together Wammel Defrauded Investors and BUCF Defrauded Investors, the **“Defrauded Investors”**).

46. According to the SEC’s Amended Complaint, The Wammel Defendants told investors that they would engage in options trading with their invested funds, and promised BUCF annual returns of 42% or more that would be derived from the monthly earnings of the Wammel Defendants’ trading activity. The Wammel Defendants promised other investors a *pro rata* share of the monthly earnings from the trading. However, the Wammel Defendants’ promises to BUCF and other investors were false. The bank and brokerage account records show that the Wammel Defendants failed to earn sufficient returns to support the investors’ distributions. For example, in February and March 2014, the Wammel Defendants’ options trading earnings totaled approximately \$12,600 and the balance of the Wammel Group’s bank account was less than \$7,000. But during these same months, Wammel emailed Bryant statements reflecting \$405,260 of earnings and distributed more than \$387,00 to BUCF. The bank records show that the only material source of cash during this period were the new investments from the Defrauded Investors. Returns were paid to the Winning Investors from monies raised from other investors.

C. Bryant Partners with Wammel

47. As part of Bryant’s investment scheme, BUCF partnered with the Wammel Group, which in turn invested BUCF investor funds in high-risk options trading. *See* Memorandum Opinion and Order at 8 (“[Bryant] Defendants transferred funds to the Wammel Parties, who then commingled [Bryant] Defendants’ funds with Wammel Group investors’ funds and invested in high-risk options trading.”).

48. As Bryant offered and sold BUCF’s securities to investors, other entities—Bryant United Holdings, Inc. d/b/a Bryant United d/b/a Bryant Financial d/b/a Bryant United Realtors,

WGHP, and the Wammel Group—acted as conduits through which Defrauded Investor money flowed. Each of these entities was owned or controlled by Bryant and/or Wammel who worked in concert to defraud investors.

49. Based on the Receiver's investigation, the relationship between the Bryant Defendants and the Wammel Defendants functioned as follows: (1) investors would transfer money to BUCF, (2) BUCF would transfer money to the Wammel Group, (3) the Wammel Group would commingle such monies with the Wammel Group investor funds, (4) the Wammel Group would invest such funds in high-risk trading, and (5) the Wammel Group would eventually transfer funds back to BUCF.

50. From July 2011 through April 2017, Bryant transferred more than \$16 million from BUCF to the Wammel Group. Wammel commingled Wammel Group investors' funds with BUCF investors' funds. The Wammel Defendants used the majority of the \$16.2 million of BUCF investor capital received, commingled with \$28.6 million in funds raised from the Wammel Defendants' own investors, to fund speculative options and securities trading. By commingling the BUCF investor funds with money raised from the Wammel Group's own non-BUCF investors, the Wammel Defendants facilitated the interrelated Ponzi schemes to: (1) make distributions to BUCF; (2) make distributions to the Wammel Group's investors; (3) fund high-risk investments; and (4) fund their extravagant lifestyles.

51. The Wammel Group does not have, and never has had, any legitimate claim to the funds it received from BUCF.

52. In addition to the \$16.2 million transferred from BUCF to the Wammel Group, Bryant, individually, misappropriated at least \$4.8 million of BUCF investor funds to fund his personal living expenses. *See id.* at 2-4. Similarly, Wammel withdrew or transferred to himself over \$5.5

million of commingled BUCF investor funds and Wammel Group investor funds from 2011 to 2017. *See id.*

53. The Bryant Defendants and Wammel Defendants absconded with the principal of investors and used the funds for personal gain. BUCF and Wammel Group paid purported earnings to certain investors above and beyond the original investments made by the particular investors themselves. The profit received by these investors was fictitious. Rather, Bryant and Wammel used the funds invested by later investors to pay “earnings” or “interest” to earlier investors, and the Ponzi scheme was perpetuated in this way for years.

D. Transferees Benefitted from the Ponzi Scheme

54. The Transferees collectively received more than \$4 million from the Bryant Defendants and Wammel Defendants and benefitted from the Ponzi scheme. The Transfers were made by, or at the direction of, Bryant or Wammel. The Transferees did not exchange reasonably equivalent consideration for the Transfers received and have no legitimate claims to the monies, which were misappropriated from the Defrauded Investors.

55. The Bryant Defendants transferred approximately \$779,205 in fictitious earnings and payouts to the Transferees. *See Net Transfers Between Bryant Defendants and Transferees*, attached hereto as **Exhibit A**.

56. The Wammel Defendants transferred approximately \$3.3 million in fictitious earnings and payouts to the Transferees. *See Net Transfers Between Wammel Defendants and Transferees*, attached hereto as **Exhibit B**.

57. The Bryant Defendants and Wammel Defendants paid the Transferees, above and beyond the services rendered, if any, or goods provided, if any, by the particular Transferees themselves. The Transferees provided no reasonably equivalent value in exchange for the

Transfers and have no legitimate claims to the monies. The money used to make these Transfers came directly from innocent, unwitting investors in the Ponzi scheme.

58. Specifically, the Transfers from the Ponzi scheme to Transferees consisted of at least the following³:

TRANSFEE	NET AMOUNT TRANSFERRED TO TRANSFEREES	TRANSFERRING ENTITY
Bedazzled, Inc.	\$25,904	BUCF
Christel Such	\$18,452	BUCF
Ferguson Enterprises, Inc.	\$16,533	BUCF
Easy Pay Finance, Inc.	\$16,000	BUCF
Joe Michetti	\$758,709	Wammel Group
MNE Financial Services, Inc.	\$548,431	Wammel Group
Baldwin's Industrial Services, Inc.	\$533,299	Wammel Group
Tracey Murray	\$134,585	Wammel Group
C&C Flowers and Landscaping, LLC	\$94,000	Wammel Group
Sean Lester	\$35,143	Wammel Group
Patrick Finley	\$35,000	Wammel Group
646 Development, LLC	\$33,600	Wammel Group
Fresh Start Legal Advocates, Inc.	\$27,500	Wammel Group
Jet Traders Group, LLC	\$26,547	Wammel Group
Ed Curtiss	\$25,901	Wammel Group
Thomas Seffron	\$25,000	Wammel Group
Sonic Momentum JVP, LP	\$20,000	Wammel Group
All American Automotive, LLC	\$18,662	Wammel Group
Debbie Davidson	\$18,600	Wammel Group
Harrington Carbone & Allison, LLP	\$12,000	Wammel Group
Chris Castillo	\$8,000	Wammel Group

³ The Receiver's investigation is ongoing and additional transfers or Transferees may be later identified in the course and scope of the Receivership.

Bellagio Interiors, LP	\$230,126	BUCF
Joe Mackey	\$64,770	BUCF
Domingo Rodriguez	\$199,750	BUCF
Sean Fitzmaurice	\$34,500	Wammel Group
ESPI Motors, Inc.	\$552,906	Wammel Group
Enmotion Enterprises, Inc.	\$75,000	Wammel Group
Brandon Arnold	\$152,932	BUCF
ProLiquidation Services, LLC	\$54,738	BUCF
Frontier Title Company	\$291,395	Wammel Group
Total	\$4,087,983	

59. “Payments” from the Ponzi scheme were transferred by or at the direction of Bryant or Wammel to the Transferees. While the Receiver has no information to suggest that the Transferees had any involvement with the fraud alleged herein, they were recipients of favored payments—fraudulently obtained and diverted funds for which they did not provide reasonably equivalent value—as described more specifically below:

- a. Bedazzled, Inc. received 6 payments from the Bryant Defendants totaling approximately \$25,904. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUCF	Bedazzled, Inc.	\$9,685.00	04/18/2013
BUCF	Bedazzled, Inc.	\$15,116.00	-
BUCF	Bedazzled, Inc.	\$243.05	06/08/2013
BUCF	Bedazzled, Inc.	\$375.00	07/29/2013
BUCF	Bedazzled, Inc.	\$348.00	08/23/2013
BUCF	Bedazzled, Inc.	\$136.94	02/21/2014

- b. Christel Such, received 28 payments totaling approximately \$28,412 and made 11 payments to the Bryant Defendants totaling approximately \$9,960; thereby receiving approximately \$18,452 in net transfers. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUCF	Christel Such	\$580.00	04/09/2014
BUCF	Christel Such	\$460.00	04/16/2014
BUCF	Christel Such	\$610.00	05/20/2014
BUCF	Christel Such	\$880.00	06/02/2014
BUCF	Christel Such	\$800.00	06/16/2014
BUCF	Christel Such	\$1,100.00	07/03/2014
BUCF	Christel Such	\$1,262.00	07/03/2014
BUCF	Christel Such	\$710.00	07/03/2014
BUCF	Christel Such	\$750.00	07/03/2014
BUCF	Christel Such	\$1,030.00	07/03/2014
BUCF	Christel Such	\$900.00	07/03/2014
BUCF	Christel Such	\$800.00	10/17/2014
BUCF	Christel Such	\$750.00	10/31/2014
BUCF	Christel Such	\$990.00	12/29/2014
BUCF	Christel Such	\$650.00	01/23/2015
BUCF	Christel Such	\$1,150.00	02/27/2015
BUCF	Christel Such	\$1,020.00	01/23/2015
BUCF	Christel Such	\$1,057.00	06/26/2015
BUCF	Christel Such	\$513.00	06/27/2015
BUCF	Christel Such	\$1,850.00	07/31/2015
BUCF	Christel Such	\$1,650.00	09/30/2015
BUCF	Christel Such	\$950.00	10/30/2015

BUCF	Christel Such	\$1,100.00	11/30/2015
BUCF	Christel Such	\$1,550.00	02/29/2016
BUCF	Christel Such	\$800.00	04/15/2016
BUCF	Christel Such	\$1,500.00	06/30/2016
BUCF	Christel Such	\$1,000.00	07/27/2016
BUCF	Christel Such	\$2,000.00	09/30/2016
Christel Such	BUCF	\$1,000.00	09/04/2014
Christel Such	BUCF	\$1,000.00	10/08/2014
Christel Such	BUCF	\$1,000.00	12/08/2014
Christel Such	BUCF	\$1,000.00	01/09/2015
Christel Such	BUCF	\$1,100.00	03/06/2015
Christel Such	BUCF	\$810.00	03/04/2016
Christel Such	BUCF	\$810.00	04/11/2016
Christel Such	BUCF	\$810.00	05/16/2016
Christel Such	BUCF	\$810.00	06/07/2016
Christel Such	BUCF	\$810.00	08/15/2016
Christel Such	BUCF	\$810.00	09/07/2016

- c. Ferguson Enterprises, Inc. received 7 payments totaling \$16,533 from the Bryant Defendants. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUCF	Ferguson Ent.	\$7,789.21	12/31/2013
BUCF	Ferguson Ent.	\$1,521.17	01/02/2014
BUCF	Ferguson Ent.	\$3,149.00	01/21/2014
BUCF	Ferguson Ent.	\$353.56	01/27/2014
BUCF	Ferguson Ent.	\$454.65	01/29/2014
BUCF	Ferguson Ent.	\$3,200.46	02/06/2014
BUCF	Ferguson Ent.	\$64.95	02/14/2014

- d. Easy Pay Finance, Inc. received 40 payments of \$400 totaling \$16,000 from the Bryant Defendants. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUCF	Easy Pay Finance	\$400.00	05/04/2012
BUCF	Easy Pay Finance	\$400.00	05/31/2012
BUCF	Easy Pay Finance	\$400.00	07/03/2012
BUCF	Easy Pay Finance	\$400.00	07/31/2012
BUCF	Easy Pay Finance	\$400.00	09/05/2012
BUCF	Easy Pay Finance	\$400.00	10/11/2012
BUCF	Easy Pay Finance	\$400.00	11/07/2012
BUCF	Easy Pay Finance	\$400.00	12/10/2012
BUCF	Easy Pay Finance	\$400.00	01/09/2013
BUCF	Easy Pay Finance	\$400.00	02/11/2013
BUCF	Easy Pay Finance	\$400.00	03/13/2013
BUCF	Easy Pay Finance	\$400.00	04/09/2013
BUCF	Easy Pay Finance	\$400.00	05/10/2013
BUCF	Easy Pay Finance	\$400.00	06/18/2013
BUCF	Easy Pay Finance	\$400.00	07/12/2013
BUCF	Easy Pay Finance	\$400.00	08/12/2013
BUCF	Easy Pay Finance	\$400.00	09/11/2013
BUCF	Easy Pay Finance	\$400.00	10/15/2013
BUCF	Easy Pay Finance	\$400.00	11/12/2013
BUCF	Easy Pay Finance	\$400.00	12/11/2013
BUCF	Easy Pay Finance	\$400.00	01/15/2014
BUCF	Easy Pay Finance	\$400.00	02/18/2014
BUCF	Easy Pay Finance	\$400.00	03/12/2014
BUCF	Easy Pay Finance	\$400.00	04/03/2014

BUCF	Easy Pay Finance	\$400.00	05/13/2014
BUCF	Easy Pay Finance	\$400.00	06/04/2014
BUCF	Easy Pay Finance	\$400.00	07/02/2014
BUCF	Easy Pay Finance	\$400.00	08/04/2014
BUCF	Easy Pay Finance	\$400.00	08/04/2014
BUCF	Easy Pay Finance	\$400.00	10/02/2014
BUCF	Easy Pay Finance	\$400.00	11/04/2014
BUCF	Easy Pay Finance	\$400.00	12/02/2014
BUCF	Easy Pay Finance	\$400.00	01/02/2015
BUCF	Easy Pay Finance	\$400.00	02/03/2015
BUCF	Easy Pay Finance	\$400.00	03/02/2015
BUCF	Easy Pay Finance	\$400.00	04/02/2015
BUCF	Easy Pay Finance	\$400.00	05/01/2015
BUCF	Easy Pay Finance	\$400.00	06/02/2015
BUCF	Easy Pay Finance	\$400.00	07/01/2015
BUCF	Easy Pay Finance	\$400.00	07/30/2015

- e. Joe Michetti received 51 payments totaling approximately \$758,709 from the Trinsic Solutions⁴. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Trinsic Solutions	Joe Michetti	\$4,500.00	04/16/2010
Trinsic Solutions	Joe Michetti	\$4,750.00	06/17/2010
Trinsic Solutions	Joe Michetti	\$3,650.00	07/21/2010
Trinsic Solutions	Joe Michetti	\$4,175.00	09/17/2010
Trinsic Solutions	Joe Michetti	\$4,250.00	10/01/2010
Trinsic Solutions	Joe Michetti	\$3,330.00	11/15/2010

⁴ Trinsic Solutions at all times was owned and operated by Wammel. At all times pertinent to the Ponzi scheme, Wammel Group operated and was doing business as Trinsic Solutions.

Trinsic Solutions	Joe Michetti	\$3,970.00	10/22/2010
Trinsic Solutions	Joe Michetti	\$2,722.00	12/23/2010
Trinsic Solutions	Joe Michetti	\$3,440.00	01/21/2011
Trinsic Solutions	Joe Michetti	\$3,625.00	02/18/2011
Trinsic Solutions	Joe Michetti	\$100,000.00	04/21/2011
Trinsic Solutions	Joe Michetti	\$3,881.00	03/25/2011
Trinsic Solutions	Joe Michetti	\$3,905.00	04/21/2011
Trinsic Solutions	Joe Michetti	\$3,250.00	06/24/2011
Trinsic Solutions	Joe Michetti	\$3,550.00	07/26/2011
Trinsic Solutions	Joe Michetti	\$3,800.00	05/27/2011
Trinsic Solutions	Joe Michetti	\$50,000.00	10/20/2011
Trinsic Solutions	Joe Michetti	\$2,132.00	08/26/2011
Trinsic Solutions	Joe Michetti	\$3,575.00	09/26/2011
Trinsic Solutions	Joe Michetti	\$2,550.00	12/23/2011
Trinsic Solutions	Joe Michetti	\$3,250.00	11/23/2011
Trinsic Solutions	Joe Michetti	\$3,660.00	10/26/2011
Trinsic Solutions	Joe Michetti	\$2,120.00	01/26/2012
Trinsic Solutions	Joe Michetti	\$2,450.00	02/24/2012
Trinsic Solutions	Joe Michetti	\$2,700.00	03/22/2012
Trinsic Solutions	Joe Michetti	\$5,550.00	07/10/2012
Trinsic Solutions	Joe Michetti	\$4,925.00	09/05/2012
Trinsic Solutions	Joe Michetti	\$6,845.00	11/26/2012
Trinsic Solutions	Joe Michetti	\$45,000.00	12/12/2012
Trinsic Solutions	Joe Michetti	\$5,650.00	03/22/2013
Trinsic Solutions	Joe Michetti	\$100,000.00	06/07/2013
Trinsic Solutions	Joe Michetti	\$9,190.00	07/23/2013
Trinsic Solutions	Joe Michetti	\$6,160.00	12/31/2013
Trinsic Solutions	Joe Michetti	\$50,000.00	01/21/2014
Trinsic Solutions	Joe Michetti	\$50,000.00	01/22/2014
Trinsic Solutions	Joe Michetti	\$5,150.00	05/13/2014

Trinsic Solutions	Joe Michetti	\$50,000.00	06/23/14
Trinsic Solutions	Joe Michetti	\$7,500.00	10/20/2014
Trinsic Solutions	Joe Michetti	\$9,250.00	03/16/2015
Trinsic Solutions	Joe Michetti	\$9,250.00	03/30/15
Trinsic Solutions	Joe Michetti	\$7,950.00	07/08/15
Trinsic Solutions	Joe Michetti	\$5,225.00	09/23/15
Trinsic Solutions	Joe Michetti	\$26,508.50	11/03/15
Trinsic Solutions	Joe Michetti	\$50,000.00	11/04/15
Trinsic Solutions	Joe Michetti	\$50,000.00	11/05/15
Trinsic Solutions	Joe Michetti	\$2,120.00	11/17/15
Trinsic Solutions	Joe Michetti	\$2,925.00	01/06/16
Trinsic Solutions	Joe Michetti	\$6,600.00	03/28/16
Trinsic Solutions	Joe Michetti	\$6,200.00	07/06/16
Trinsic Solutions	Joe Michetti	\$3,325.00	10/03/16
Trinsic Solutions	Joe Michetti	\$4,150.00	12/14/16

- f. MNE Financial Services, Inc. received 80 payments totaling approximately \$548,431 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	MNE Financial Services	\$9,899.00	09/26/2010
Wammel Group	MNE Financial Services	\$9,692.00	03/26/2010
Wammel Group	MNE Financial Services	\$9,190.01	04/23/2010
Wammel Group	MNE Financial Services	\$4,569.88	05/27/2010
Wammel Group	MNE Financial Services	\$9,225.25	06/25/2010

Wammel Group	MNE Financial Services	\$9,302.00	07/21/2010
Wammel Group	MNE Financial Services	\$9,101.00	08/24/2010
Wammel Group	MNE Financial Services	\$9,070.00	09/24/2010
Wammel Group	MNE Financial Services	\$8,940.00	10/22/2010
Wammel Group	MNE Financial Services	\$8,903.00	11/26/2010
Wammel Group	MNE Financial Services	\$8,659.00	12/23/2010
Wammel Group	MNE Financial Services	\$8,621.00	01/26/2011
Wammel Group	MNE Financial Services	\$8,681.00	02/26/2011
Wammel Group	MNE Financial Services	\$8,321.00	03/25/2011
Wammel Group	MNE Financial Services	\$8,190.00	04/21/2011
Wammel Group	MNE Financial Services	\$8,099.00	05/27/2011
Wammel Group	MNE Financial Services	\$8,020.00	06/23/2011
Wammel Group	MNE Financial Services	\$7,975.00	07/26/2011
Wammel Group	MNE Financial Services	\$3,950.00	08/26/2011
Wammel Group	MNE Financial Services	\$8,600.00	09/26/2011
Wammel Group	MNE Financial Services	\$8,908.00	01/30/12
Wammel Group	MNE Financial Services	\$8,650.00	02/27/12
Wammel Group	MNE Financial Services	\$8,250.00	03/23/12
Wammel Group	MNE Financial Services	\$8,250.00	04/27/12
Wammel Group	MNE Financial Services	\$8,120.00	05/25/12
Wammel Group	MNE Financial Services	\$8,040.00	06/22/12
Wammel Group	MNE Financial Services	\$8,090.00	07/27/12
Wammel Group	MNE Financial Services	\$8,110.00	08/24/12

Wammel Group	MNE Financial Services	\$8,050.00	09/28/12
Wammel Group	MNE Financial Services	\$8,030.00	10/26/12
Wammel Group	MNE Financial Services	\$7,790.00	11/26/12
Wammel Group	MNE Financial Services	\$7,790.00	12/31/12
Wammel Group	MNE Financial Services	\$7,830.00	01/28/13
Wammel Group	MNE Financial Services	\$7,901.00	02/26/13
Wammel Group	MNE Financial Services	\$7,940.00	03/25/13
Wammel Group	MNE Financial Services	\$7,780.00	04/29/13
Wammel Group	MNE Financial Services	\$7,170.00	05/24/13
Wammel Group	MNE Financial Services	\$8,150.00	06/28/13
Wammel Group	MNE Financial Services	\$8,330.00	07/26/13
Wammel Group	MNE Financial Services	\$7,710.00	08/23/13
Wammel Group	MNE Financial Services	\$7,840.00	09/27/13
Wammel Group	MNE Financial Services	\$7,570.00	10/25/13
Wammel Group	MNE Financial Services	\$6,760.00	12/16/13
Wammel Group	MNE Financial Services	\$7,050.00	12/31/13
Wammel Group	MNE Financial Services	\$7,205.00	01/24/14
Wammel Group	MNE Financial Services	\$7,370.00	03/05/14
Wammel Group	MNE Financial Services	\$7,150.00	03/28/14
Wammel Group	MNE Financial Services	\$7,150.00	04/25/14
Wammel Group	MNE Financial Services	\$7,220.00	05/27/14
Wammel Group	MNE Financial Services	\$6,600.00	06/27/14
Wammel Group	MNE Financial Services	\$6,600.00	07/25/14

Wammel Group	MNE Financial Services	\$6,850.00	08/22/14
Wammel Group	MNE Financial Services	\$6,150.00	09/26/14
Wammel Group	MNE Financial Services	\$6,070.00	10/24/14
Wammel Group	MNE Financial Services	\$5,900.00	12/01/14
Wammel Group	MNE Financial Services	\$5,970.00	12/29/14
Wammel Group	MNE Financial Services	\$6,000.00	01/23/15
Wammel Group	MNE Financial Services	\$6,010.00	02/27/15
Wammel Group	MNE Financial Services	\$5,515.00	03/27/15
Wammel Group	MNE Financial Services	\$5,255.00	04/24/15
Wammel Group	MNE Financial Services	\$5,252.00	05/22/15
Wammel Group	MNE Financial Services	\$5,252.00	06/26/15
Wammel Group	MNE Financial Services	\$5,250.00	07/24/15
Wammel Group	MNE Financial Services	\$2,625.00	08/28/15
Wammel Group	MNE Financial Services	\$5,000.00	09/25/15
Wammel Group	MNE Financial Services	\$4,900.00	10/23/15
Wammel Group	MNE Financial Services	\$4,640.00	12/01/15
Wammel Group	MNE Financial Services	\$4,620.00	12/29/15
Wammel Group	MNE Financial Services	\$4,545.00	01/22/16
Wammel Group	MNE Financial Services	\$4,605.00	02/26/16
Wammel Group	MNE Financial Services	\$4,600.00	03/28/16
Wammel Group	MNE Financial Services	\$4,640.00	04/22/16
Wammel Group	MNE Financial Services	\$4,440.00	05/27/16
Wammel Group	MNE Financial Services	\$4,450.00	06/24/16

Wammel Group	MNE Financial Services	\$4,240.00	07/22/16
Wammel Group	MNE Financial Services	\$3,930.00	08/26/16
Wammel Group	MNE Financial Services	\$3,920.00	09/23/16
Wammel Group	MNE Financial Services	\$3,530.00	10/28/16
Wammel Group	MNE Financial Services	\$3,930.00	11/28/16
Wammel Group	MNE Financial Services	\$3,930.00	12/23/16

- g. Baldwin's Industrial Services, Inc. a/k/a Baldwin's Crane Hire Limited received 32 payments totaling approximately \$833,299 and made one \$300,000 payment to the Wammel Defendants totaling \$300,000; thereby receiving approximately \$533,299 in net transfers. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Baldwins Industrial	\$2,873.46	02/26/2010
Wammel Group	Baldwins Industrial	\$2,992.41	03/26/2010
Wammel Group	Baldwins Industrial	\$2,972.76	04/23/2010
Wammel Group	Baldwins Industrial	\$1,230.69	05/27/2010
Wammel Group	Baldwins Industrial	\$2,827.24	06/25/2010
Wammel Group	Baldwins Industrial	\$2,843.10	07/21/2010
Wammel Group	Baldwins Industrial	\$2,775.86	08/24/2010
Wammel Group	Baldwins Industrial	\$2,734.48	09/24/2010
Wammel Group	Baldwins Industrial	\$2,593.00	10/22/2010
Wammel Group	Baldwins Industrial	\$2,624.14	11/26/2010
Wammel Group	Baldwins Industrial	\$2,420.69	12/23/2010
Wammel Group	Baldwins Industrial	\$2,647.59	01/27/2011
Wammel Group	Baldwins Industrial	\$2,688.28	02/26/2011
Wammel Group	Baldwins Industrial	\$2,755.52	03/25/2011

Wammel Group	Baldwins Industrial	\$2,398.97	04/21/2011
Wammel Group	Baldwins Industrial	\$2,525.00	05/27/2011
Wammel Group	Baldwins Industrial	\$2,558.00	06/23/2011
Wammel Group	Baldwins Industrial	\$2,472.76	07/26/2011
Wammel Group	Baldwins Industrial	\$731.38	08/26/2011
Wammel Group	Baldwins Industrial	\$2,431.00	09/23/2011
Wammel Group	Baldwins Industrial	\$250,000.00	11/18/2011
Wammel Group	Baldwins Industrial	\$30,000.00	05/11/12
Wammel Group	Baldwins Industrial	\$84,666.00	02/08/13
Wammel Group	Baldwins Industrial	\$93,198.00	03/24/14
Wammel Group	Baldwins Industrial	\$4,504.00	03/28/14
Wammel Group	Baldwins Industrial	\$4,290.00	04/25/14
Wammel Group	Baldwins Industrial	\$4,095.00	05/29/14
Wammel Group	Baldwins Industrial	\$4,230.00	12/01/14
Wammel Group	Baldwins Industrial	\$4,050.00	12/29/14
Wammel Group	Baldwins Industrial	\$4,170.00	01/23/15
Wammel Group	Baldwins Industrial	\$200,000.00	05/22/15
Wammel Group	Baldwins Industrial	\$100,000.00	05/26/15
Baldwins Industrial	Wammel Group	\$300,000.00	02/28/11

- h. Tracey Murray received 76 payments totaling approximately \$132,615 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel	Tracey Murray	\$1,265.00	06/01/2012
Wammel	Tracey Murray	\$1,265.00	07/03/2012
Wammel	Tracey Murray	\$1,265.00	08/21/2012
Wammel	Tracey Murray	\$1,265.00	09/18/2012
Wammel	Tracey Murray	\$1,265.00	12/05/2012

Wammel	Tracey Murray	\$1,265.00	01/07/2013
Wammel	Tracey Murray	\$1,265.00	02/11/2013
Wammel	Tracey Murray	\$1,000.00	03/14/2013
Wammel	Tracey Murray	\$1,265.00	04/10/2013
Wammel	Tracey Murray	\$1,265.00	05/01/2013
Wammel	Tracey Murray	\$1,265.00	05/31/2013
Wammel	Tracey Murray	\$1,265.00	07/01/2013
Wammel	Tracey Murray	\$1,265.00	08/02/2013
Wammel	Tracey Murray	\$1,265.00	09/06/2013
Wammel	Tracey Murray	\$1,265.00	10/04/2013
Wammel	Tracey Murray	\$1,265.00	11/15/2013
Wammel	Tracey Murray	\$225.00	12/09/2013
Wammel	Tracey Murray	\$1,265.00	12/19/2013
Wammel	Tracey Murray	\$1,265.00	02/03/2014
Wammel	Tracey Murray	\$1,265.00	03/14/2014
Wammel	Tracey Murray	\$2,000.00	04/30/2014
Wammel	Tracey Murray	\$1,265.00	05/30/2014
Wammel	Tracey Murray	\$1,265.00	06/30/2014
Wammel	Tracey Murray	\$1,265.00	10/16/2014
Wammel	Tracey Murray	\$1,265.00	11/03/2014
Wammel	Tracey Murray	\$1,265.00	11/26/2014
Wammel	Tracey Murray	\$1,265.00	12/24/2014
Wammel	Tracey Murray	\$1,265.00	01/30/2015
Wammel	Tracey Murray	\$1,265.00	03/03/2015
Wammel	Tracey Murray	\$2,000.00	03/23/2015
Wammel	Tracey Murray	\$1,000.00	04/02/2015
Wammel	Tracey Murray	\$1,000.00	04/09/2015
Wammel	Tracey Murray	\$1,000.00	04/13/2015
Wammel	Tracey Murray	\$1,000.00	05/13/2015
Wammel	Tracey Murray	\$1,500.00	06/02/2015

Wammel	Tracey Murray	\$2,000.00	06/09/2015
Wammel	Tracey Murray	\$1,000.00	06/16/2015
Wammel	Tracey Murray	\$2,000.00	06/25/2015
Wammel	Tracey Murray	\$2,500.00	07/07/2015
Wammel	Tracey Murray	\$2,000.00	07/13/2015
Wammel	Tracey Murray	\$1,600.00	08/14/2015
Wammel	Tracey Murray	\$1,600.00	09/18/2015
Wammel	Tracey Murray	\$1,500.00	10/01/2015
Wammel	Tracey Murray	\$2,000.00	10/13/2015
Wammel	Tracey Murray	\$2,500.00	10/14/2015
Wammel	Tracey Murray	\$2,500.00	11/09/2015
Wammel	Tracey Murray	\$2,000.00	11/16/2015
Wammel	Tracey Murray	\$1,300.00	11/30/2015
Wammel	Tracey Murray	\$2,000.00	12/07/2015
Wammel	Tracey Murray	\$2,500.00	12/21/2015
Wammel	Tracey Murray	\$2,000.00	02/12/2016
Wammel	Tracey Murray	\$2,500.00	03/07/2016
Wammel	Tracey Murray	\$2,500.00	04/26/2016
Wammel	Tracey Murray	\$2,500.00	06/06/2016
Wammel	Tracey Murray	\$2,500.00	06/23/2016
Wammel	Tracey Murray	\$2,500.00	07/05/2016
Wammel	Tracey Murray	\$2,500.00	07/12/2016
Wammel	Tracey Murray	\$2,500.00	08/01/2016
Wammel	Tracey Murray	\$2,500.00	08/19/2016
Wammel	Tracey Murray	\$2,500.00	08/31/2016
Wammel	Tracey Murray	\$2,500.00	09/01/2016
Wammel	Tracey Murray	\$2,500.00	10/11/2016
Wammel	Tracey Murray	\$2,500.00	10/31/2016
Wammel	Tracey Murray	\$2,500.00	11/02/2016
Wammel	Tracey Murray	\$2,500.00	11/18/2016

Wammel	Tracey Murray	\$2,500.00	12/01/2016
Wammel	Tracey Murray	\$2,500.00	12/07/2016
Wammel	Tracey Murray	\$2,500.00	12/19/2016
Wammel	Tracey Murray	\$2,500.00	01/03/2017
Wammel	Tracey Murray	\$2,500.00	01/06/2017
Wammel	Tracey Murray	\$2,500.00	01/11/2017
Wammel	Tracey Murray	\$2,500.00	02/02/2017
Wammel	Tracey Murray	\$1,000.00	02/03/2017
Wammel	Tracey Murray	\$2,000.00	02/07/2017
Wammel	Tracey Murray	\$1,000.00	02/17/2017
Wammel	Tracey Murray	\$1,500.00	03/03/2017

- i. C&C Flowers and Landscaping, LLC received \$94,000 from the Wammel Defendants.

Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	C&C Flowers & Landscaping, LLC	\$94,000.00	07/06/2016

- j. Sean Lester received 62 payments totaling approximately \$35,143 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Sean Lester	\$306.50	02/26/2010
Wammel Group	Sean Lester	\$299.24	03/26/2010
Wammel Group	Sean Lester	\$420.35	05/27/2010
Wammel Group	Sean Lester	\$287.72	06/25/2010
Wammel Group	Sean Lester	\$284.31	07/21/2010
Wammel Group	Sean Lester	\$277.59	08/24/2010

Wammel Group	Sean Lester	\$273.45	09/24/2010
Wammel Group	Sean Lester	\$259.31	10/22/2010
Wammel Group	Sean Lester	\$262.41	11/26/2010
Wammel Group	Sean Lester	\$242.07	12/23/2010
Wammel Group	Sean Lester	\$264.76	01/27/2011
Wammel Group	Sean Lester	\$268.83	02/26/2011
Wammel Group	Sean Lester	\$275.55	03/25/2011
Wammel Group	Sean Lester	\$239.00	04/21/2011
Wammel Group	Sean Lester	\$252.59	05/27/2011
Wammel Group	Sean Lester	\$255.86	06/23/2011
Wammel Group	Sean Lester	\$247.28	07/26/2011
Wammel Group	Sean Lester	\$73.14	08/26/2011
Wammel Group	Sean Lester	\$243.10	09/26/2011
Wammel Group	Sean Lester	\$247.00	10/26/2011
Wammel Group	Sean Lester	\$239.00	11/23/2011
Wammel Group	Sean Lester	\$257.00	12/23/2011
Wammel Group	Sean Lester	\$266.00	01/26/2012
Wammel Group	Sean Lester	\$242.00	04/27/12
Wammel Group	Sean Lester	\$515.00	04/30/12
Wammel Group	Sean Lester	\$241.00	05/25/12
Wammel Group	Sean Lester	\$231.00	06/22/12
Wammel Group	Sean Lester	\$239.00	07/27/12
Wammel Group	Sean Lester	\$241.00	08/24/12
Wammel Group	Sean Lester	\$239.00	09/28/12
Wammel Group	Sean Lester	\$232.00	10/26/12
Wammel Group	Sean Lester	\$220.00	11/26/12
Wammel Group	Sean Lester	\$200.00	12/31/12
Wammel Group	Sean Lester	\$202.00	01/28/13
Wammel Group	Sean Lester	\$201.00	02/26/13
Wammel Group	Sean Lester	\$220.00	03/25/13

Wammel Group	Sean Lester	\$230.00	04/29/13
Wammel Group	Sean Lester	\$225.00	05/24/13
Wammel Group	Sean Lester	\$230.00	06/28/13
Wammel Group	Sean Lester	\$235.00	07/26/13
Wammel Group	Sean Lester	\$241.00	08/23/13
Wammel Group	Sean Lester	\$252.00	09/27/13
Wammel Group	Sean Lester	\$260.00	10/25/13
Wammel Group	Sean Lester	\$242.00	11/22/13
Wammel Group	Sean Lester	\$237.00	12/31/13
Wammel Group	Sean Lester	\$241.00	01/24/14
Wammel Group	Sean Lester	\$235.00	02/28/14
Wammel Group	Sean Lester	\$240.00	03/28/14
Wammel Group	Sean Lester	\$230.00	04/25/14
Wammel Group	Sean Lester	\$235.00	05/23/14
Wammel Group	Sean Lester	\$235.00	06/27/14
Wammel Group	Sean Lester	\$235.00	07/25/14
Wammel Group	Sean Lester	\$235.00	08/22/14
Wammel Group	Sean Lester	\$230.00	09/26/14
Wammel Group	Sean Lester	\$230.00	10/24/14
Wammel Group	Sean Lester	\$230.00	12/01/14
Wammel Group	Sean Lester	\$230.00	12/29/14
Wammel Group	Sean Lester	\$230.00	01/23/15
Wammel Group	Sean Lester	\$230.00	02/27/15
Wammel Group	Sean Lester	\$230.00	03/27/15
Wammel Group	Sean Lester	\$230.00	04/24/15
Wammel Group	Sean Lester	\$20,000.00	06/01/15

k. Patrick Finley received \$36,500 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Patrick Finley	\$36,500.00	04/05/2013

- l. 646 Development, LLC received 14 payments totaling \$33,600 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	646 Development	\$2,400.00	02/29/2016
Wammel Group	646 Development	\$2,400.00	04/01/2016
Wammel Group	646 Development	\$2,400.00	04/29/2016
Wammel Group	646 Development	\$2,400.00	05/31/2016
Wammel Group	646 Development	\$2,400.00	06/28/2016
Wammel Group	646 Development	\$2,400.00	08/01/2016
Wammel Group	646 Development	\$2,400.00	08/31/2016
Wammel Group	646 Development	\$2,400.00	10/04/2016
Wammel Group	646 Development	\$2,400.00	11/02/2016
Wammel Group	646 Development	\$2,400.00	11/30/2016
Wammel Group	646 Development	\$2,400.00	12/26/2016
Wammel Group	646 Development	\$2,400.00	01/31/2017
Wammel Group	646 Development	\$2,400.00	02/23/2017
Wammel Group	646 Development	\$2,400.00	03/29/2017

- m. Fresh Start Legal Advocates, Inc. received 5 payments totaling \$29,500 and made 2 payments to the Wammel Defendants totaling \$8,000; thereby receiving \$27,500 in net transfers. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Fresh Start Legal Advocates	\$5,000.00	08/10/2011
Wammel Group	Fresh Start Legal Advocates	\$4,000.00	08/17/2011
Wammel Group	Fresh Start Legal Advocates	\$7,500.00	09/07/2011
Wammel Group	Fresh Start Legal	\$15,000.00	10/03/2011

	Advocates		
Wammel Group	Fresh Start Legal Advocates	\$4,000.00	10/12/2011
Fresh Start Legal Advocates	Wammel Group	\$6,000.00	02/17/2012
Fresh Start Legal Advocates	Wammel Group	\$2,000.00	03/21/2012

- n. Jet Traders Group LLC received \$26,547 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Jet Traders Group, LLC	\$26,547.00	04/19/2016

- o. Ed Curtiss received 41 payments totaling approximately \$25,901 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Ed Curtiss	\$718.37	02/26/2010
Wammel Group	Ed Curtiss	\$748.10	03/26/2010
Wammel Group	Ed Curtiss	\$743.19	04/23/2010
Wammel Group	Ed Curtiss	\$307.67	05/27/2010
Wammel Group	Ed Curtiss	\$706.81	06/25/2010
Wammel Group	Ed Curtiss	\$710.78	07/21/2010
Wammel Group	Ed Curtiss	\$693.97	08/24/2010
Wammel Group	Ed Curtiss	\$683.62	09/24/2010
Wammel Group	Ed Curtiss	\$648.28	10/22/2010
Wammel Group	Ed Curtiss	\$656.03	11/26/2010
Wammel Group	Ed Curtiss	\$605.17	12/23/2010
Wammel Group	Ed Curtiss	\$661.00	01/28/2011

Wammel Group	Ed Curtiss	\$672.10	02/24/2011
Wammel Group	Ed Curtiss	\$688.88	03/25/2011
Wammel Group	Ed Curtiss	\$599.74	04/21/2011
Wammel Group	Ed Curtiss	\$631.47	05/27/2011
Wammel Group	Ed Curtiss	\$639.66	06/23/2011
Wammel Group	Ed Curtiss	\$618.19	07/26/2011
Wammel Group	Ed Curtiss	\$258.00	08/26/2011
Wammel Group	Ed Curtiss	\$607.00	09/21/2011
Wammel Group	Ed Curtiss	\$648.00	10/26/2011
Wammel Group	Ed Curtiss	\$628.00	11/23/2011
Wammel Group	Ed Curtiss	\$649.00	12/23/2011
Wammel Group	Ed Curtiss	\$662.00	01/26/2012
Wammel Group	Ed Curtiss	\$645.00	02/24/2012
Wammel Group	Ed Curtiss	\$641.00	03/22/2012
Wammel Group	Ed Curtiss	\$647.00	04/26/2012
Wammel Group	Ed Curtiss	\$622.00	05/24/2012
Wammel Group	Ed Curtiss	\$641.00	06/22/2012
Wammel Group	Ed Curtiss	\$644.00	07/26/2012
Wammel Group	Ed Curtiss	\$641.00	08/23/2012
Wammel Group	Ed Curtiss	\$635.00	09/27/2012
Wammel Group	Ed Curtiss	\$605.00	10/25/2012
Wammel Group	Ed Curtiss	\$635.00	11/23/2012
Wammel Group	Ed Curtiss	\$620.00	12/27/2012
Wammel Group	Ed Curtiss	\$622.00	01/25/2013
Wammel Group	Ed Curtiss	\$631.00	02/22/2013
Wammel Group	Ed Curtiss	\$642.00	03/22/2013
Wammel Group	Ed Curtiss	\$625.00	04/26/2013
Wammel Group	Ed Curtiss	\$605.00	05/22/2013
Wammel Group	Ed Curtiss	\$615.00	06/28/2013

- p. Thomas Seffron received \$25,000 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Thomas Seffron	\$25,000.00	04/24/2012

- q. Sonic Momentum JVP, LP received \$20,000 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Momentum JVP	\$20,000.00	12/08/2016

- r. All American Automotive, LLC received 13 payments totaling approximately \$18,662 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	All American Automotive	\$2,553.92	10/18/2010
Wammel Group	All American Automotive	\$996.35	03/14/2011
Wammel Group	All American Automotive	\$1,071.66	03/28/2011
Wammel Group	All American Automotive	\$3,559.47	04/22/2011
Wammel Group	All American Automotive	\$407.00	05/09/2011
Wammel Group	All American Automotive	\$410.00	05/19/2011
Wammel Group	All American Automotive	\$4,006.00	05/01/2012
Wammel Group	All American	\$1,026.95	05/11/2012

	Automotive		
Wammel Group	All American Automotive	\$1,128.34	05/17/2012
Wammel Group	All American Automotive	\$1,573.89	06/07/2012
Wammel Group	All American Automotive	\$822.00	06/18/2012
Wammel Group	All American Automotive	\$706.00	06/22/2012
Wammel Group	All American Automotive	\$400.00	06/25/2012

s. Debbie Davidson received 31 payments totaling \$18,600 from the Wammel Defendants.

Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Debbie Davidson	\$600.00	03/24/17
Wammel Group	Debbie Davidson	\$600.00	06/27/14
Wammel Group	Debbie Davidson	\$600.00	07/25/14
Wammel Group	Debbie Davidson	\$600.00	08/22/14
Wammel Group	Debbie Davidson	\$600.00	09/26/14
Wammel Group	Debbie Davidson	\$600.00	10/24/14
Wammel Group	Debbie Davidson	\$600.00	12/01/14
Wammel Group	Debbie Davidson	\$600.00	12/29/14
Wammel Group	Debbie Davidson	\$600.00	01/23/15
Wammel Group	Debbie Davidson	\$600.00	02/27/15
Wammel Group	Debbie Davidson	\$600.00	03/27/15
Wammel Group	Debbie Davidson	\$600.00	04/24/15
Wammel Group	Debbie Davidson	\$600.00	05/22/15
Wammel Group	Debbie Davidson	\$600.00	06/26/15
Wammel Group	Debbie Davidson	\$600.00	07/24/15
Wammel Group	Debbie Davidson	\$600.00	08/28/15

Wammel Group	Debbie Davidson	\$600.00	09/25/15
Wammel Group	Debbie Davidson	\$600.00	10/23/15
Wammel Group	Debbie Davidson	\$600.00	12/01/15
Wammel Group	Debbie Davidson	\$600.00	12/29/15
Wammel Group	Debbie Davidson	\$600.00	01/22/16
Wammel Group	Debbie Davidson	\$600.00	02/26/16
Wammel Group	Debbie Davidson	\$600.00	03/28/16
Wammel Group	Debbie Davidson	\$600.00	04/22/16
Wammel Group	Debbie Davidson	\$600.00	05/27/16
Wammel Group	Debbie Davidson	\$600.00	06/24/16
Wammel Group	Debbie Davidson	\$600.00	07/22/16
Wammel Group	Debbie Davidson	\$600.00	08/26/16
Wammel Group	Debbie Davidson	\$600.00	09/23/16
Wammel Group	Debbie Davidson	\$600.00	10/28/16
Wammel Group	Debbie Davidson	\$600.00	11/28/16

- t. Harrington Carbone & Allison, LLP received 6 payments totaling \$12,000 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Harrington Carbone	\$1,500.00	12/20/2010
Wammel Group	Harrington Carbone	\$1,000.00	02/22/2011
Wammel Group	Harrington Carbone	\$2,000.00	04/08/2011
Wammel Group	Harrington Carbone	\$2,000.00	07/29/2011
Wammel Group	Harrington Carbone	\$2,000.00	09/20/2012
Wammel Group	Harrington Carbone	\$3,500.00	02/08/2013

- u. Chris Castillo received \$8,000 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for this payment. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Chris Castillo	\$8,000.00	06/10/2016

- v. Bellagio Interiors, LP received 42 payments totaling approximately \$385,297 from the Bryant Defendants and made 20 payments totaling approximately \$154,171 to the Bryant Defendants; thereby receiving approximately \$231,126 in net transfers. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUCF	Bellagio Interiors	\$250.00	05/10/2013
BUCF	Bellagio Interiors	\$17,698.31	05/10/2013
BUCF	Bellagio Interiors	\$13,006.20	05/13/2013
BUCF	Bellagio Interiors	\$1,510.00	05/14/2013
BUCF	Bellagio Interiors	\$5,522.75	05/14/2013
BUCF	Bellagio Interiors	\$14,931.87	05/16/2013
BUCF	Bellagio Interiors	\$3,897.94	05/21/2013
BUCF	Bellagio Interiors	\$18,232.58	06/0/2013
BUCF	Bellagio Interiors	\$705.00	07/02/2013
BUCF	Bellagio Interiors	\$16,074.12	07/03/2013
BUCF	Bellagio Interiors	\$188.56	08/13/2013
BUCF	Bellagio Interiors	\$7,232.42	08/26/2013
BUCF	Bellagio Interiors	\$8,273.00	08/28/2013
BUCF	Bellagio Interiors	\$2,494.41	09/05/2013
BUCF	Bellagio Interiors	\$1,396.70	09/14/2013
BUCF	Bellagio Interiors	\$2,098.97	10/02/2013
BUCF	Bellagio Interiors	\$2,462.77	12/11/2013
BUCF	Bellagio Interiors	\$1,042.48	01/22/2014
BUCF	Bellagio Interiors	\$2,747.34	03/12/2014
BUCF	Bellagio Interiors	\$6,248.45	03/12/2014
BUCF	Bellagio Interiors	\$26,703.44	04/08/2014

BUCF	Bellagio Interiors	\$6,592.26	05/16/2014
BUCF	Bellagio Interiors	\$475.00	05/29/2014
BUCF	Bellagio Interiors	\$79.97	02/17/2015
BUCF	Bellagio Interiors	\$61.98	10/09/2015
BUCF	Bellagio Interiors	\$13,344.92	01/14/2016
BUCF	Bellagio Interiors	\$23,000.00	01/29/2016
BUCF	Bellagio Interiors	\$14,693.21	02/08/2016
BUCF	Bellagio Interiors	\$12,149.40	02/23/2016
BUCF	Bellagio Interiors	\$5,315.20	02/26/2016
BUCF	Bellagio Interiors	\$23,000.00	02/26/2016
BUCF	Bellagio Interiors	\$959.20	03/15/2016
BUCF	Bellagio Interiors	\$28,000.00	04/22/2016
BUCF	Bellagio Interiors	\$2,719.34	05/06/2016
BUCF	Bellagio Interiors	\$12,578.40	06/06/2016
BUCF	Bellagio Interiors	\$17,000.00	06/10/2016
BUCF	Bellagio Interiors	\$28,000.00	06/27/2016
BUCF	Bellagio Interiors	\$5,000.00	06/27/2016
BUCF	Bellagio Interiors	\$30,000.00	07/14/2016
BUCF	Bellagio Interiors	\$7,211.08	12/14/2016
BUCF	Bellagio Interiors	\$1,200.00	12/22/2016
BUCF	Bellagio Interiors	\$1,199.40	12/27/2016
Bellagio Interiors	BUCF	\$400.00	03/06/2014
Bellagio Interiors	BUCF	\$15,000.00	02/05/2016
Bellagio Interiors	BUCF	\$15,000.00	03/04/2016
Bellagio Interiors	BUCF	\$6,000.00	04/08/2016
Bellagio Interiors	BUCF	\$16,200.00	04/22/2016
Bellagio Interiors	BUCF	\$1,400.00	04/22/2016
Bellagio Interiors	BUCF	\$13,000.00	05/27/2016
Bellagio Interiors	BUCF	\$17,850.00	06/17/2016
Bellagio Interiors	BUCF	\$19,800.00	07/11/2016
Bellagio Interiors	BUCF	\$192.87	08/29/2016
Bellagio Interiors	BUCF	\$450.00	08/22/2016
Bellagio Interiors	BUCF	\$15,000.00	08/15/2016
Bellagio Interiors	BUCF	\$450.00	08/15/2016
Bellagio Interiors	BUCF	\$750.00	08/08/2016
Bellagio Interiors	BUCF	\$750.00	08/01/2016
Bellagio Interiors	BUCF	\$750.00	07/25/2016
Bellagio Interiors	BUCF	\$750.00	07/18/2016
Bellagio Interiors	BUCF	\$428.56	07/14/2016
Bellagio Interiors	BUCF	\$15,000.00	09/15/2016
Bellagio Interiors	BUCF	\$15,000.00	10/03/2016

- w. Joe Mackey received 10 payments totaling \$64,770 from the Bryant Defendants and others at the direction of Bryant. Upon information and belief, the Bryant Defendants, ProLiquidation, JPM Global Source, and Goodspeed received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUFCF	Joe Mackey	\$10,000.00	01/12/2017
Goodspeed	Joe Mackey	\$10,000.00	02/09/2017
ProLiquidation	Joe Mackey	\$5,000.00	02/13/2017
Goodspeed	Joe Mackey	\$15,000.00	03/14/2017
Goodspeed	Joe Mackey	\$7,500.00	04/20/2017
JPM Global Source, LLC	Joe Mackey	\$3,200.00	04/13/2017
JPM Global Source, LLC	Joe Mackey	\$2,250.00	04/24/2017
JPM Global Source, LLC	Joe Mackey	\$750.00	04/24/2017
JPM Global Source, LLC	Joe Mackey	\$7,000.00	05/05/2017
JPM Global Source, LLC	Joe Mackey	\$4,070.00	05/09/2017

- x. Domingo Rodriguez received 4 payments totaling \$199,750 at the direction of Bryant. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
JPM Global	Domingo Rodriguez	\$50,000.00	04/12/2017
JPM Global	Domingo Rodriguez	\$16,500.00	04/21/2017
JPM Global	Domingo Rodriguez	\$100,000.00	05/04/2017
JPM Global	Domingo Rodriguez	\$33,250.00	05/09/2017

- y. Sean Fitzmaurice was the beneficiary of a good purchased by the Wammel Defendants from Premier Laser Partners for \$34,500. The Wammel Defendants paid \$34,500 directly to Premier Laser Partners, LLC who in turn delivered the purchased good to Sean Fitzmaurice. Upon information and belief, Sean Fitzmaurice is in possession of the good purchased with the funds of the Defrauded Investors. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Premier Laser Partners, LLC	\$5,000.00	10/13/2016
Wammel Group	Premier Laser Partners, LLC	\$29,500.00	10/31/2016

- z. ESPI Motors, Inc. received 8 payments totaling \$803,500 from the Wammel Defendants and made 45 payments to the Wammel Defendants totaling approximately \$250,594; thereby, receiving approximately \$552,906 in net transfers. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	ESPI Motors	\$50,000.00	09/06/2012
Wammel Group	ESPI Motors	\$50,000.00	09/07/2012
Wammel Group	ESPI Motors	\$36,000.00	01/14/2014
Wammel Group	ESPI Motors	\$342,500.00	07/30/2015
Wammel Group	ESPI Motors	\$100,000.00	09/14/2015
Wammel	ESPI Motors	\$195,000.00	01/29/2016
Wammel Group	ESPI Motors	\$15,000.00	09/21/2016
Wammel Group	ESPI Motors	\$15,000.00	01/12/2017
ESPI Motors	Wammel Group	\$2,000.00	10/05/2012
ESPI Motors	Wammel Group	\$3,000.00	11/16/2012
ESPI Motors	Wammel Group	\$3,000.00	12/06/2012
ESPI Motors	Wammel Group	\$2,000.00	01/04/2013
ESPI Motors	Wammel Group	\$3,000.00	02/15/2013
ESPI Motors	Wammel Group	\$3,000.00	03/07/2013

ESPI Motors	Wammel Group	\$2,500.00	04/01/2013
ESPI Motors	Wammel Group	\$3,000.00	05/10/2013
ESPI Motors	Wammel Group	\$2,750.00	06/08/2013
ESPI Motors	Wammel Group	\$2,500.00	07/05/2013
ESPI Motors	Wammel Group	\$2,500.00	08/13/2013
ESPI Motors	Wammel Group	\$2,500.00	09/05/2013
ESPI Motors	Wammel Group	\$2,500.00	10/04/2013
ESPI Motors	Wammel Group	\$2,500.00	11/01/2013
ESPI Motors	Wammel Group	\$2,500.00	12/02/2013
ESPI Motors	Wammel Group	\$35,000.00	01/02/2014
ESPI Motors	Wammel Group	\$2,000.00	02/04/2014
ESPI Motors	Wammel Group	\$2,500.00	03/03/2014
ESPI Motors	Wammel Group	\$3,000.00	04/01/2014
ESPI Motors	Wammel Group	\$2,500.00	05/02/2013
ESPI Motors	Wammel Group	\$2,500.00	06/02/2014
ESPI Motors	Wammel Group	\$2,500.00	07/02/2014
ESPI Motors	Wammel Group	\$3,000.00	08/05/2014
ESPI Motors	Wammel Group	\$2,500.00	09/02/2014
ESPI Motors	Wammel Group	\$2,500.00	10/06/2014
ESPI Motors	Wammel Group	\$2,500.00	11/08/2014
ESPI Motors	Wammel Group	\$2,500.00	12/02/2014
ESPI Motors	Wammel Group	\$2,500.00	01/02/2015
ESPI Motors	Wammel Group	\$2,500.00	02/05/2015
ESPI Motors	Wammel Group	\$2,500.00	03/04/2015
ESPI Motors	Wammel Group	\$2,500.00	04/03/2015
ESPI Motors	Wammel Group	\$2,500.00	05/04/2015
ESPI Motors	Wammel Group	\$2,500.00	06/05/2015
ESPI Motors	Wammel Group	\$500.00	07/07/2015
ESPI Motors	Wammel Group	\$2,000.00	07/07/2015
ESPI Motors	Wammel Group	\$5,000.00	08/04/2015
ESPI Motors	Wammel Group	\$40,000.00	08/11/2015
ESPI Motors	Wammel Group	\$1,500.00	09/08/2015
ESPI Motors	Wammel Group	\$2,500.00	10/07/2015
ESPI Motors	Wammel Group	\$2,500.00	11/04/2015
ESPI Motors	Wammel Group	\$2,500.00	12/04/2015
ESPI Motors	Wammel Group	\$5,000.00	01/22/2016
ESPI Motors	Wammel Group	\$65,000.00	03/02/2016
ESPI Motors	Wammel Group	\$1,500.00	02/10/2017
ESPI Motors	Wammel Group	\$5,343.75	03/14/2017

aa. Enmotion Enterprises received one payment totaling \$75,000 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Enmotion Enterprises	\$75,000.00	10/01/2012

bb. Brandon Arnold received 54 payments totaling approximately \$152,932 from the Bryant Defendants. Upon information and belief, the Bryant Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
BUCF	Brandon Arnold	\$1,041.00	02/02/2014
BUCF	Brandon Arnold	\$2,500.00	02/02/2014
BUCF	Brandon Arnold	\$2,500.00	10/03/2014
BUCF	Brandon Arnold	\$500.00	10/03/2014
BUCF	Brandon Arnold	\$5,000.00	12/03/2014
ProLiquidation	Brandon Arnold	\$2,500.00	02/17/2014
ProLiquidation	Brandon Arnold	\$2,500.00	03/01/2014
ProLiquidation	Brandon Arnold	\$2,500.00	03/14/2014
ProLiquidation	Brandon Arnold	\$2,500.00	04/01/2014
ProLiquidation	Brandon Arnold	\$2,500.00	04/14/2014
ProLiquidation	Brandon Arnold	\$2,500.00	04/30/2014
ProLiquidation	Brandon Arnold	\$2,500.00	05/14/2014
ProLiquidation	Brandon Arnold	\$2,500.00	06/02/2014
ProLiquidation	Brandon Arnold	\$2,500.00	06/16/2014
ProLiquidation	Brandon Arnold	\$2,500.00	07/03/2014
ProLiquidation	Brandon Arnold	\$2,500.00	07/17/2014
ProLiquidation	Brandon Arnold	\$2,500.00	08/05/2014
ProLiquidation	Brandon Arnold	\$2,500.00	08/16/2014
ProLiquidation	Brandon Arnold	\$2,500.00	07/17/2014
ProLiquidation	Brandon Arnold	\$2,500.00	08/16/2014
ProLiquidation	Brandon Arnold	\$960.00	02/25/2015
ProLiquidation	Brandon Arnold	\$3,500.00	02/04/2015
ProLiquidation	Brandon Arnold	\$3,500.00	03/03/2015
ProLiquidation	Brandon Arnold	\$3,500.00	04/01/2015
ProLiquidation	Brandon Arnold	\$668.50	05/07/2015

ProLiquidation	Brandon Arnold	\$1,593.10	07/29/2015
ProLiquidation	Brandon Arnold	\$1,500.00	08/20/2015
ProLiquidation	Brandon Arnold	\$3,646.45	09/15/2015
ProLiquidation	Brandon Arnold	\$1,118.22	10/06/2015
ProLiquidation	Brandon Arnold	\$1,500.00	10/15/2015
ProLiquidation	Brandon Arnold	\$1,500.00	11/17/2015
ProLiquidation	Brandon Arnold	\$2,000.00	11/17/2015
ProLiquidation	Brandon Arnold	\$2,500.00	12/08/2015
ProLiquidation	Brandon Arnold	\$3,005.81	01/21/2016
ProLiquidation	Brandon Arnold	\$3,574.15	02/12/2016
ProLiquidation	Brandon Arnold	\$2,500.00	03/07/2016
ProLiquidation	Brandon Arnold	\$1,826.69	03/21/2016
ProLiquidation	Brandon Arnold	\$2,000.00	03/21/2016
ProLiquidation	Brandon Arnold	\$2,703.77	04/22/2016
ProLiquidation	Brandon Arnold	\$10.00	04/22/2016
ProLiquidation	Brandon Arnold	\$7,881.58	05/09/2016
ProLiquidation	Brandon Arnold	\$5,725.00	05/09/2016
ProLiquidation	Brandon Arnold	\$2,535.00	05/11/2016
ProLiquidation	Brandon Arnold	\$505.00	05/23/2016
ProLiquidation	Brandon Arnold	\$3,000.00	06/21/2016
ProLiquidation	Brandon Arnold	\$9,652.91	07/06/2016
ProLiquidation	Brandon Arnold	\$3,896.92	08/23/2016
ProLiquidation	Brandon Arnold	\$3,662.77	09/12/2016
ProLiquidation	Brandon Arnold	\$3,115.29	09/28/2016
ProLiquidation	Brandon Arnold	\$3,837.74	11/07/2016
ProLiquidation	Brandon Arnold	\$3,605.61	11/21/2016
ProLiquidation	Brandon Arnold	\$3,196.08	01/13/2017
ProLiquidation	Brandon Arnold	\$5,423.96	01/04/2017
ProLiquidation	Brandon Arnold	\$4,746.55	02/01/2017

cc. ProLiquidation LLC received 6 payments totaling approximately \$74,055 from the Bryant Defendants and made 7 payments to the Bryant Defendants totaling approximately \$19,317; thereby, receiving approximately \$54,738 in net transfers. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
ProLiquidation	BUCF	\$5,000.00	12/23/2014
ProLiquidation	BUCF	\$705.22	11/29/2015
ProLiquidation	BUCF	\$1,526.30	12/09/2015

ProLiquidation	BUCF	\$3,000.00	12/11/2015
ProLiquidation	BUCF	\$2,500.00	03/29/2016
ProLiquidation	BUCF	\$2,000.00	04/11/2016
ProLiquidation	BUCF	\$4,585.65	09/12/2016
BUCF	ProLiquidation	\$2,725.00	02/04/2014
BUCF	ProLiquidation	\$5,227.00	02/07/2014
BUCF	ProLiquidation	\$50,000.00	02/06/2014
BUCF	ProLiquidation	\$2,000.00	03/02/2015
BUCF	ProLiquidation	\$9,552.91	07/05/2016
BUCF	ProLiquidation	\$4,550.00	12/12/2016

dd. Frontier Title Company received one payment totaling approximately \$291,395 from the Wammel Defendants. Upon information and belief, the Wammel Defendants received nothing of reasonably equivalent value for these payments. Each individual transfer was as follows:

Transferring Entity	Transferee	Amount Transferred	Date of Transfer
Wammel Group	Frontier Title Company	\$291,395.64	04/30/2013

60. The Receiver brings this action to rescind the Transfers to the Transferees because the funds used for the Transfers were those of other investors in the Ponzi scheme and were fraudulently transferred to the Transferees.

61. The Transferees' knowledge of the Bryant Defendants and Wammel Defendants fraud is immaterial to the claims herein, as each of the Transferees received funds which were fraudulently transferred.

62. Despite attempts by the SEC and the Receiver to marshal, collect, and liquidate Receivership Assets, there are currently insufficient funds to fully reimburse the Defrauded Investors.

V. CLAIMS

COUNT 1: Actual Fraudulent Transfer – TEX. BUS. & COMM. CODE § 24.005(a)(1)

63. The Receiver incorporates the preceding paragraphs as if set forth fully herein.

64. A Ponzi scheme is, by its nature, a fraudulent enterprise. *See generally Warfield v. Byron*, 436 F.3d 551, 560 (5th Cir. 2006); *In re International Management Associates, LLC*, No. 09-MP-601, 2009 WL 6506657 (Bankr. N.D. Ga. Dec. 1, 2009). Transfers made in furtherance of such an enterprise are presumptively fraudulent. *See S.E.C. v. Res. Dev. Int’l, LLC*, 487 F.3d 295, 301 (5th Cir. 2007); *In re Christou*, No. 08-6405, 2009 WL 6498175, *1 (Bankr. N.D. Ga. Sept. 29, 2009).

65. The Bryant Defendants and the Wammel Defendants transferred approximately \$4 million to the Transferees during the period January 2010 to April 2017.

TRANSFEE	AMOUNT TRANSFERRED TO TRANSFEREES	TRANSFERRING ENTITY
Bedazzled, Inc.	\$25,904	BUCF
Christel Such	\$18,452	BUCF
Ferguson Enterprises, Inc.	\$16,533	BUCF
Easy Pay Finance, Inc.	\$16,000	BUCF
Joe Michetti	\$758,709	Wammel Group
MNE Financial Services, Inc.	\$548,431	Wammel Group
Baldwin’s Industrial Services, Inc.	\$533,299	Wammel Group
Tracey Murray	\$134,585	Wammel Group
C&C Flowers and Landscaping, LLC	\$94,000	Wammel Group
Sean Lester	\$35,143	Wammel Group
Patrick Finley	\$35,000	Wammel Group
646 Development, LLC	\$33,600	Wammel Group
Fresh Start Legal Advocates, Inc.	\$27,500	Wammel Group
Jet Traders Group, LLC	\$26,547	Wammel Group

Ed Curtiss	\$25,901	Wammel Group
Thomas Seffron	\$25,000	Wammel Group
Sonic Momentum JVP, LP	\$20,000	Wammel Group
All American Automotive, LLC	\$18,662	Wammel Group
Debbie Davidson	\$18,600	Wammel Group
Harrington Carbone & Allison, LLP	\$12,000	Wammel Group
Chris Castillo	\$8,000	Wammel Group
Bellagio Interiors, LP	\$230,126	BUCF
Joe Mackey	\$64,770	BUCF
Domingo Rodriguez	\$199,750	BUCF
Sean Fitzmaurice	\$34,500	Wammel Group
ESPI Motors, Inc.	\$552,906	Wammel Group
Enmotion Enterprises, Inc.	\$75,000	Wammel Group
Brandon Arnold	\$152,932	BUCF
ProLiquidation Services, LLC	\$54,738	BUCF
Frontier Title Company	\$291,395	Wammel Group
Total	\$4,087,983	

66. This money came from the Defrauded Investors, not from any legitimate source. These Transfers were fraudulent as to BUCF and Wammel Group's creditors, including the Defrauded Investors, pursuant to the Texas Uniform Fraudulent Transfer Act, TEX. BUS. & COMM. CODE § 24.001 *et seq.*

67. The claims of BUCF and Wammel Group's creditors, including the Defrauded Investors in Ponzi scheme, arose before or within a reasonable time after the Transfers. The Receiver brings this action within one year after the Transfers were or reasonably could have been discovered.

68. BUCF and Wammel Group made the Transfers with actual intent to hinder, delay, or defraud its creditors, including the Defrauded Investors.⁵ Specifically, the Bryant and Wammel made promises to investors that they would receive a certain return on their investment. However, these promises were false. The Bryant Defendants and Wammel Defendants made the promises to investors to secure more funds for the Ponzi scheme. The principal of the Defrauded Investors was used however Bryant and Wammel dictated, including being transferred to the Transferees above and beyond the services rendered, if any, or goods provided, if any, by the particular Transferees themselves. Thus, the Bryant Defendants and Wammel Defendants made the Transfers with actual intent to defraud the other investors in the Ponzi scheme

69. Transferees provided no reasonably equivalent value in exchange for the Transfers and thus they are not entitled to retain the funds.

70. BUCF and Wammel Group were insolvent or became insolvent shortly after the Transfers to Transferees were made.

71. Therefore, the Transfers should be avoided pursuant to TEX. BUS. & COMM. CODE § 24.005(a)(1).

COUNT 2: Constructive Fraudulent Transfer - TEX. BUS. & COMM. CODE § 24.005(a)(2)

72. The Receiver incorporates the preceding paragraphs as if set forth fully herein.

73. The Bryant Defendants' and Wammel Defendants' transfers to Transferees above and beyond the services rendered, if any, or goods provided, if any, totaled approximately \$4 million during the period January 2010 to April 2017. During May 2013 to May 2017⁶, Transferees

⁵ BUCF engaged in all relevant actions herein through Bryant. Wammel Group engaged in all relevant actions herein through Wammel

⁶ The relevant time period for the constructive fraudulent transfer cause of action includes the Transfers made from May 15, 2013 to May 15, 2017 (the date the Receiver was appointed).

collectively received more than \$2.7 million over and above the services rendered, if any, or goods provided, if any.

TRANSFEEE	AMOUNT TRANSFERRED TO TRANSFEREES DURING MAY 2013 – MAY 2017	TRANSFERRING ENTITY
Christel Such	\$18,452	BUCF
Easy Pay Finance, Inc.	\$10,800	BUCF
Joe Michetti	\$461,504	Wammel Group
MNE Financial Services, Inc.	\$251,894	Wammel Group
Baldwin's Industrial Services, Inc.	\$418,537	Wammel Group
Tracey Murray	\$120,230	Wammel Group
C&C Flowers and Landscaping, LLC	\$94,000	Wammel Group
Sean Lester	\$25,648	Wammel Group
646 Development, LLC	\$33,600	Wammel Group
Jet Traders Group, LLC	\$26,547	Wammel Group
Sonic Momentum JVP, LP	\$20,000	Wammel Group
Debbie Davidson	\$18,600	Wammel Group
Chris Castillo	\$8,000	Wammel Group
Bellagio Interiors, LP	\$193,138	BUCF
Joe Mackey	\$64,770	BUCF
Domingo Rodriguez	\$199,750	Bryant Defendants
Sean Fitzmaurice	\$34,500	Wammel Group
ESPI Motors, Inc.	\$474,406	Wammel Group
Brandon Arnold	\$152,932	BUCF
ProLiquidation Services, LLC	\$54,738	BUCF
Bedazzled, Inc.	\$16,219	BUCF
Ferguson Enterprises, Inc.	\$16,533	BUCF
Ed Curtiss	\$1,220	Wammel Group
Total	\$2,716,018	

74. The Transferees provided no reasonably equivalent value in exchange for the Transfers each received and thus they are not entitled to retain the funds.

75. Without receiving reasonably equivalent value in exchange for the Transfers to Transferees, BUCF and Wammel Group engaged in transactions for which the remaining assets of BUCF and Wammel Group were unreasonably small in relation to their business.

76. In fact, these entities engaged in no legitimate business at all. Without receiving reasonably equivalent value in exchange for the Transfers, BUCF and Wammel Group intended to incur, or believed, or reasonably should have believed that it would incur, debts beyond their ability to pay as they became due, including the claims of the Defrauded Investors.

77. BUCF and Wammel Group were insolvent from their inception or became insolvent shortly after the Transfers to Transferees were made.

78. Therefore, the Transfers to Transferees, as stated and detailed above, should be avoided pursuant to TEX. BUS. & COMM. CODE § 24.005(a)(2).

COUNT 3: Unjust Enrichment and Constructive Trust

79. The Receiver incorporates the preceding paragraphs as if set forth fully herein.

80. The Transferees were unjustly enriched by the Transfers they received, based on principles of justice, equity, and good conscience. The Transfers caused the Transferees to receive money that belonged to Defrauded Investors for no reasonably equivalent exchange. Because of the nature of the Ponzi scheme and the fact that the assets of BUCF and the Wammel Group are insufficient to fully repay all of their creditors, the Defrauded Investors will only receive a fraction of the amount of their investments back from BUCF and Wammel Group. It would be fundamentally unfair to allow the Transferees to retain funds truly belonging to the

Defrauded Investors while the Defrauded Investors stand to recover little to none of their original investments.

81. Moreover, the Ponzi scheme involved actual fraud and was the source of the Transfers made to the Transferees. The Transfers also involved actual fraud on the part of the Bryant Defendants and Wammel Defendants. As third-party beneficiaries who, combined, received more than \$4 million above and beyond the services rendered, if any, or goods provided, if any, from the Bryant Defendants' and Wammel Defendants' fraud, the Transferees were unjustly enriched and are not entitled to retain that money.

82. The Transfers are directly traceable to funds of the Defrauded Investors in the Ponzi scheme. As such, they constitute Receivership Assets and are impressed with a constructive trust and should be disgorged and paid to the Receiver for ultimate distribution equitably among all Defrauded Investors.

83. The Receiver is empowered by this Court to marshal, collect, and liquidate Receivership Assets. Receivership Order, ¶ 7. Once the funds are recovered, it is anticipated that they will be distributed on a pro rata basis to the Defrauded Investors who lost money and to appropriate BUCF and Wammel Group creditors. The Receiver alone is in a position to redistribute the limited funds available to the Receivership Estate, including those which should be returned to the Receivership Estate based on the Transfers.

84. Pursuant to the principles of equity, the Receiver seeks the imposition of a constructive trust on the profits received by the Transferees as described herein, and the immediate turnover of such funds to the Receiver.

85. To the extent that the Transferees are unable to immediately return the funds received, the Receiver seeks a money judgment against each of them in an amount equal to the payments they received from the Bryant Defendants and Wammel Defendants.

VI. ATTORNEYS' FEES

86. The Receiver is entitled to recover reasonable and necessary attorneys' fees and costs for the claims against Defendants pursuant to TEX. BUS. & COMM. CODE § 24.013.

VII. RELIEF REQUESTED

THEREFORE, the Receiver requests that the Transferees be ordered to return the funds they received from the Bryant Defendants and the Wammel Defendants above and beyond the services rendered, if any, or goods provided, if any, to the Receivership Estate, and that judgment be entered against the Transferees and in favor of the Receiver for the amount transferred above and beyond the services rendered, if any, or goods provided, if any, to each Transferee. In the case that the funds were spent to acquire any real or personal property, the Receiver requests that a constructive trust be imposed upon the funds, and an order that it must immediately be turned over to the Receiver. Further, the Receiver requests recovery of attorneys' fees and costs, and the she be granted any other relief, both special and general, to which she may be justly entitled.

DATED: May 15, 2018.

Respectfully submitted,

By: /s/ Timothy E. Hudson

Timothy E. Hudson
State Bar No. 24046120
Tim.Hudson@tklaw.com

William L. Banowsky
State Bar No. 01697125
William.Banowsky@tklaw.com

Mackenzie S. Wallace
State Bar No. 24079535
Mackenzie.Wallace@tklaw.com

THOMPSON & KNIGHT LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Telephone: (214) 969-1700
Facsimile: (214) 969-1751

COUNSEL TO RECEIVER

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jennifer Ecklund, Receiver

(b) County of Residence of First Listed Plaintiff Dallas County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Thompson & Knight LLP
One Arts Plaza, 1722 Routh Street, Suite 1500, Dallas, Texas 75201
(214) 969-1700

DEFENDANTS

Bedazzled, Inc., et al.

County of Residence of First Listed Defendant Collin County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☒ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

TEX. BUS. & COMM. CODE § 24.005

Brief description of cause:

Suit against Defendants for fraudulent transfers and unjust enrichment and constructive trust; ancillary to VIII.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$4.0 million

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE District Judge Amos L. Mazzant, III DOCKET NUMBER Case 04:17-CV-00336-ALM

DATE

05/15/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Timothy E. Hudson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

App. 0055

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Exhibit A

SEC v. Bryant III and BUCF
Transfers Between Bryant Defendants and Transferees

Fraudulent Transferee	Amount Transferred from BUCF	Amount Transferred to BUCF	Net Fraudulent Transfer	Occurrences	First Payment Date	Last Payment Date
Bedazzled, Inc.	25,904	0	25,904	6	4/18/2013	2/21/2014
Christel Such	28,412	(9,960)	18,452	39	4/10/2014	10/3/2016
Ferguson Enterprises, Inc.	16,533	0	16,533	7	12/31/2013	2/14/2014
Easy Pay Finance, Inc.	16,000	0	16,000	40	5/4/2012	8/6/2015
Bellagio Interiors, LP	385,297	(155,171)	230,126	62	5/14/2013	12/27/2016
Joe Mackey	64,770	0	64,770	10	1/12/2017	5/9/2017
Domingo Rodriguez	199,750	0	199,750	4	4/12/2017	5/9/2017
Brandon Arnold	152,932	0	152,932	54	2/4/2014	2/1/2017
Proliquidation Services LLC	74,055	(19,317)	54,738	13	2/4/2014	12/12/2016
Total	\$963,653	(\$184,448)	\$779,205	235		

Exhibit B

SEC v. Bryant III and BUCF
Transfers Between Wammel Defendants and Transferees

Fraudulent Transferee	Amount Transferred from Wammel	Amount Transferred to Wammel	Net Fraudulent Transfer	Occurrences	First Payment Date	Last Payment Date
Joe Michetti	758,709	0	\$758,709	51	8/1/2011	12/13/2016
MNE Financial Services, Inc.	548,431	0	\$548,431	80	3/5/2010	12/23/2016
Baldwin's Industrial Services, Inc.	833,299	(300,000)	\$533,299	33	3/4/2010	5/22/2015
Tracey Murray	134,585	0	\$134,585	76	6/8/2012	7/3/2017
C&C Flowers and Landscaping, LLC	94,000	0	\$94,000	1	7/6/2016	7/6/2016
Sean Lester	35,143	0	\$35,143	62	3/3/2010	6/1/2015
Patrick Finley	35,000	0	\$35,000	1	4/5/2013	4/5/2013
646 Development, LLC	33,600	0	\$33,600	14	3/4/2016	4/4/2017
Fresh Start Legal Advocates, Inc.	29,500	(2,000)	\$27,500	7	8/10/2011	3/21/2012
Jet Traders Group LLC	26,547	0	\$26,547	1	4/19/2016	4/19/2016
Ed Curtiss	25,901	0	\$25,901	41	2/26/2010	6/28/2013
Thomas Seffron	25,000	0	\$25,000	1	4/24/2012	4/24/2012
Sonic Momentum JVP, LP	20,000	0	\$20,000	1	12/8/2016	12/8/2016
All American Automotive, LLC	18,662	0	\$18,662	13	10/18/2010	6/25/2012
Debbie Davidson	18,600	0	\$18,600	31	6/27/2014	12/23/2016
Harrington Carbone & Allison, LLP	12,000	0	\$12,000	6	12/20/2010	2/8/2013
Chris Castillo	8,000	0	\$8,000	1	6/10/2016	6/10/2016
Sean Fitzmaurice	\$34,500	0	\$34,500	2	10/13/2016	10/31/2016
ESPI Motors, Inc.	803,500	(250,594)	\$552,906	53	9/6/2012	3/15/2017
Enmotion Enterprises, Inc.	75,000	0	\$75,000	1	10/1/2012	10/1/2012
Frontier Title Company	291,395	0	\$291,395	1	4/30/2013	4/30/2013
Total	\$3,861,372	(\$552,594)	\$3,308,778	477		

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,

Plaintiff,

v.

BEDAZZLED, INC., et al.,

Defendants.

§
§
§
§
§
§
§
§
§

Ancillary Civil Action No. 4:18-cv-360

AFFIDAVIT OF JENNIFER ECKLUND IN SUPPORT OF DEFAULT

STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

1. My name is Jennifer Ecklund. I am over the age of 21 years, of sound mind, suffer no legal impediments to giving this Affidavit, and am competent to do so. I swear that all of the matters contained in this Affidavit are true and correct and are based upon my personal knowledge.

2. I am the Court-appointed Receiver in *SEC v. Thurman P. Bryant, III, et al.*, Case No. 4:17-cv-00336-ALM, filed in the United States District Court for the Eastern District of Texas, Sherman Division, for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates.

3. On May 15, 2018, I initiated this lawsuit through my counsel of record by filing a complaint in this case against C&C Flowers and Landscaping LLC. Records indicate that C&C Flowers and Landscaping LLC received \$94,000 of investor funds from the Wammel Group. Attached with this affidavit and incorporated herein is a true and correct copy of the Receiver’s Complaint.

4. On July 24, 2018, C&C Flowers and Landscaping LLC, by and through its registered agent, was served with Summons and Complaint by personal service.

5. C&C Flowers and Landscaping LLC, though properly served with the Summons and Complaint, failed to file an answer by August 14, 2018 (21 days from the date of service) and has made no other attempt sufficient to show that it intends to defend this lawsuit.

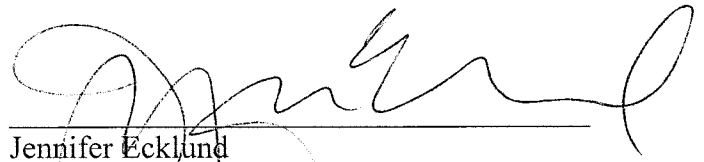
6. Attached with this affidavit and incorporated herein is a true and correct copy of the fully executed proof of service of the Summons and Complaint in this lawsuit on C&C Flowers and Landscaping LLC, evidencing that it was properly served notice of this suit.

7. C&C Flowers and Landscaping LLC has not taken any action or filed any documents with me, or my counsel, agents, or representatives that indicates its intent to defend this suit.

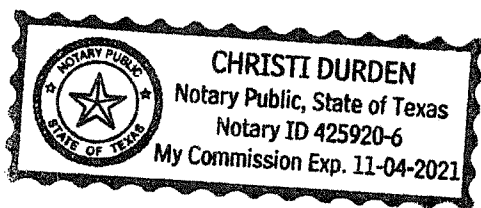
8. I declare under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Executed this 6th day of November, 2018.


Jennifer Ecklund

Before me, the undersigned notary, personally appeared Jennifer Ecklund, a person whose identity is known to me, and swore the foregoing to be true and correct on this 6th day of November 2018.




Notary Public

Commission expires: _____

Account number: Redacted950 ■ July 1, 2016 - July 31, 2016 ■ Page 2 of 5



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
[REDACTED]		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]	[REDACTED]		
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]	[REDACTED]		
		[REDACTED]		[REDACTED]	
		[REDACTED]			
7/6		WT Seq124223 C&C Flowers & Landscapi /Bnf=C C Flowers Landscaping LLC Srf#[REDACTED] Trn#[REDACTED] Rfb#		94,000.00	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
		[REDACTED]		[REDACTED]	
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]	[REDACTED]		
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]	[REDACTED]		[REDACTED]
		[REDACTED]	[REDACTED]		[REDACTED]
		[REDACTED]		[REDACTED]	
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]	[REDACTED]		[REDACTED]
		[REDACTED]		[REDACTED]	
		[REDACTED]			
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]		[REDACTED]	

Redacted

<<< TRN: Redacted >>>

**** MESSAGE ENVELOPE ****

(Bank : Red)

SND DATE: 16/07/06

EXT:

SRC:FT1 CALLER:

RPT# AMT:94,000.00

CUR:USD RATE: 1.

TRDR#

TEST: VAL:

TYP:FTR/

FNDS:S CHG:DB:B CD:B COM:N

CBL:N

*DBT Redacted

CDT Redacted

ADV:LTR

DEBIT VAL: 16/07/06 CTYP

CREDIT VAL: 16/07/06 CTYP

AMT:94,000.00 CUR:USD

AMT:94,000.00 CUR:USD

GL RECON: Redacted

GL RECON: Redacted

DEPT:Redacted

C&C FLOWERS & LANDSCAPING LLC

WAMMEL GROUP LLC

8804 DARLINGTON DR

3 MARINERS LN

JACKSONVILLE

FL 32208-1941

KEMAH, TX 77565-2264

BNF:Redacted

CHG:

BK?

SNDR REF NUM:Redacted

C C FLOWERS LANDSCAPING LLC

8804 DARLINGTON DR

JACKSONVILLE FL 32208-1941

Redacted

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Texas

Jennifer Ecklund, Receiver

Plaintiff(s)

v.

Bedazzled, Inc., et al.

Defendant(s)

Civil Action No. 4:18-cv-00360

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* C&C Flowers and Landscaping LLC
by and through its registered agent:
Ervin J. Coleman
8804 Darlington Dr.
Jacksonville, Florida 32208-1941

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Timothy E. Hudson
Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 5/24/18



CLERK OF COURT

David A. O'Toole

Signature of Clerk or Deputy Clerk

AFFIDAVIT OF SERVICE

**UNITED STATES DISTRICT COURT
District of Texas**

Case Number: 4:18-CV-360

Plaintiff:
Jennifer Ecklund

vs.

Defendant:
Bedazzled, Inc., Et Al

For:
Thompson & Knight



SSJ2018008036

Received by Special Delivery Service, Inc. on the 18th day of July, 2018 at 8:47 am to be served on **C & C Flowers And Landscaping, Llc C/O Ervin J. Coleman as RA, 8804 Darlington Dr., Jacksonville, FL 32208.**

I, Randy Johnson #1229, being duly sworn, depose and say that on the **24th day of July, 2018 at 7:02 pm, I:**

served a **REGISTERED AGENT PER F.S. 48.091(2) & 48.081(3):** by delivering a true copy of the **Summons in a Civil Action; Receiver's Complaint Against Certain Transferees; Civil Cover Sheet and Exhibits** with the date and hour of service endorsed thereon by me, to: **Ervin Coleman as Registered Agent, at 8804 Darlington Dr., Jacksonville, FL 32208** on behalf of **C & C Flowers And Landscaping, Llc**, and informed said person of the contents therein.

I certify that I am over the age of 18, have no interest in the above action, and am a Special Process Server, in good standing, in the judicial circuit in which the process was served. Under the penalty of perjury, I declare that I have read the foregoing return of service and that the facts in it are true. Notary not required pursuant to F.S. 92.525(2)

Subscribed and Sworn to before me on the 25th day of July, 2018 by the affiant who is personally known to me.

NOTARY PUBLIC

Randy Johnson #1229
Special Process Server

Special Delivery Service, Inc.
5470 L.B.J. Freeway Ste. 100
Dallas, TX 75240
(214) 866-3200

Our Job Serial Number: SSJ-2018008036
Service Fee: _____



Civil Action No. 4:18-cv-00360

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

App. 0065
 Reset

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

JENNIFER ECKLUND, RECEIVER,

Plaintiff,

v.

BEDAZZLED, INC., et al.,

Defendants.

§
§
§
§
§
§
§
§

Ancillary Civil Action No. 4:18-cv-360

SERVICEMEMBER'S AFFIDAVIT

BEFORE ME, the undersigned official, on this day personally appeared Timothy E. Hudson, who, upon being duly sworn according to law and upon oath, deposed and said:

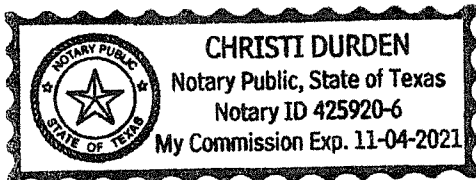
1. "I am attorney of record for Plaintiff Jennifer Ecklund, Receiver.
2. Defendant C&C Flowers and Landscaping LLC is a business entity and is therefore incapable of serving in the military."

Further, Affiant sayeth not.



Timothy E. Hudson

SUBSCRIBED AND SWORN TO ME on this 5th day of November, 2018.



Notary Public in and for the State of Texas

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,

Plaintiff,

v.

BEDAZZLED, INC., et al.,

Defendants.

§
§
§
§
§
§
§
§

Ancillary Civil Action No. 4:18-cv-360

CLERK'S ENTRY OF DEFAULT

The record reflects that service of the complaint has been made upon Defendant C&C Flowers and Landscaping LLC. It appears from the record that service of the Complaint has been made, that the Defendant C&C Flowers and Landscaping LLC has failed to answer or otherwise defend as directed within the time allowed, and that the Plaintiff has shown that failure through affidavit or otherwise.

Therefore, upon Plaintiff's request, **DEFAULT** is entered against Defendant C&C Flowers and Landscaping LLC.

11/13/2018
Date

Becca Ferrill
Becca Ferrill, Deputy Clerk

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION

Plaintiff,

**THURMAN P. BRYANT, III, and
BRYANT UNITED CAPITAL FUNDING, INC.**

Defendants,

**ARTHUR F. WAMMEL,
WAMMEL GROUP, LLC,
THURMAN P. BRYANT, JR.,
CARLOS GOODSPEED a/k/a SEAN PHILLIPS
d/b/a TOP AGENT ENTERTAINMENT d/b/a
MR. TOP AGENT ENTERTAINMENT,**

Relief Defendants.

Civil Action No.: 4:17cv336

FILED UNDER SEAL

**A TRUE COPY I CERTIFY
DAVID A. O'TOOLE, CLERK
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
By: David A. O'Toole**

AMENDED ORDER APPOINTING RECEIVER

WHEREAS this matter has come before the Court upon motion of the Plaintiff U.S. Securities and Exchange Commission ("SEC" or "Plaintiff") to appoint a receiver in the above-captioned action; and,

WHEREAS the Court finds that, based on the record in these proceedings, the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of Defendants Thurman P. Bryant, III, Bryant United Capital Funding, Inc., Arthur F. Wammel, Wammel Group Holdings Partnership; and Wammel Group, LLC ("Receivership Assets"); and,

WHEREAS the Court has subject matter jurisdiction over this action and personal jurisdiction over the Defendants and Relief Defendants, and venue properly lies in this district.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

1. The Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of, or under the control of, the following Defendants:

- Thurman P. Bryant, III;
- Bryant United Capital Funding, Inc.;
- Arthur F. Wammel;
- Wammel Group Holdings Partnership; and
- Wammel Group, LLC;

(collectively, "Receivership Defendants").

2. Until further Order of the Court, **Jennifer R. Ecklund, Thompson & Knight LLP, Dallas, Texas**, is hereby appointed to serve without bond as receiver (the "Receiver") for the estate of the Receivership Defendants.

I. Asset Freeze

3. Except as otherwise specified herein, all Receivership Assets are frozen until further order of the Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Assets that are on deposit with financial institutions such as banks, brokerage firms and mutual funds.

II. General Powers and Duties of Receiver

4. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers and general and limited partners of the entity

Receivership Defendants under applicable state and federal law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed. R. Civ. P. 66.

5. The trustees, directors, officers, managers, employees, investment advisors, accountants, attorneys and other agents of the Receivership Defendants are hereby dismissed and the powers of any general partners, directors and/or managers are hereby suspended. Such persons and entities shall have no authority with respect to the Receivership Defendants' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of the Receivership Defendants and shall pursue and preserve all of their claims.

6. No person holding or claiming any position of any sort with the Receivership Defendants shall possess any authority to act by or on behalf of the Receivership Defendants.

7. Subject to the specific provisions in Sections III through XIV, below, the Receiver shall have the following general powers and duties:

- A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendant owns, possesses, has a beneficial interest in, or controls directly or indirectly ("Receivership Property" or, collectively, the "Receivership Estate");
- B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;
- C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of the Court;

- D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;
- E. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;
- F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;
- G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;
- H. To issue subpoenas for documents and testimony consistent with the Federal Rules of Civil Procedure;
- I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;
- J. To pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates; and,
- K. To take such other action as may be approved by the Court.

III. Access to Information

8. The individual Receivership Defendant and the past and/or present officers, directors, agents, managers, general and limited partners, trustees, attorneys, accountants and employees of the entity Receivership Defendant, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Defendants and/or all Receivership Property; such information shall include but not be limited to books, records, documents, accounts and all other instruments and papers.

9. Within ten (10) days of the entry of this Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and the SEC a sworn statement, listing: (a) the identity, location and estimated value of all Receivership Property; (b) all employees (and job titles thereof), other personnel, attorneys, accountants and any other agents or contractors of the Receivership Defendants; and, (c) the names, addresses and amounts of claims of all known creditors of the Receivership Defendants.

10. Within twenty (20) days of the entry of this Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and the SEC a sworn statement and accounting, with complete documentation, covering the period from January 1, 2010 to the present:

- A. Of all Receivership Property, wherever located, held by or in the name of the Receivership Defendants, or in which any of them, directly or indirectly, has or had any beneficial interest, or over which any of them maintained or maintains and/or exercised or exercises control, including, but not limited to: (a) all securities, investments, funds, real estate, automobiles, jewelry and other assets, stating the location of each; and (b) any and all accounts, including all funds held in such accounts, with any bank, brokerage or other financial institution held by, in the name of, or for the benefit of any of them, directly or indirectly, or over which any of them maintained or maintains and/or exercised or exercises any direct or indirect control, or in which any of them had or has a direct or indirect beneficial interest, including the account statements from each bank, brokerage or other financial institution;
- B. Identifying every account at every bank, brokerage or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;
- C. Identifying all credit, bank, charge, debit or other deferred payment cards issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;
- D. Of all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received;

- E. Of all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in the SEC's Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds;
- F. Of all expenditures exceeding \$1,000 made by any of them, including those made on their behalf by any person or entity; and
- G. Of all transfers of assets made by any of them.

11. Within twenty (20) days of the entry of this Order, the Receivership Defendants shall provide to the Receiver and the SEC copies of the Receivership Defendants' federal income tax returns for taxable years 2010-2016 with all relevant and necessary underlying documentation.

12. The Receivership Defendants' past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners, and other appropriate persons or entities shall answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Defendants, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Defendants. In the event that the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil Procedure.

13. The Receivership Defendants are required to assist the Receiver in fulfilling his duties and obligations. As such, they must respond promptly and truthfully to all requests for information and documents from the Receiver.

IV. Access to Books, Records and Accounts

14. The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records and all other documents or instruments relating to the Receivership Defendants. All persons and entities having control, custody or

possession of any Receivership Property are hereby directed to turn such property over to the Receiver.

15. The Receivership Defendants, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order by personal service, facsimile transmission or otherwise, having possession of the property, business, books, records, accounts or assets of the Receivership Defendants are hereby directed to deliver the same to the Receiver, his agents and/or employees.

16. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, and of the Receivership Defendants that receive actual notice of this Order by personal service, facsimile transmission or otherwise shall:

- A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants except upon instructions from the Receiver;
- B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of the Court;
- C. Within five (5) business days of receipt of that notice, file with the Court and serve on the Receiver and counsel for the SEC a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,
- D. Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

17. The Receiver is authorized to take immediate possession of all personal property of the Receivership Defendants, wherever located, including but not limited to electronically stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of

indebtedness, bank records and accounts, savings records and accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies and equipment.

18. The Receiver is authorized to take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service, facsimile transmission or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are (without the express written permission of the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such premises; or, (c) destroying, concealing or erasing anything on such premises.

19. In order to execute the express and implied terms of this Order, the Receiver is authorized to change door locks to the premises described above. The Receiver shall have exclusive control of the keys. The Receivership Defendants, or any other person acting or purporting to act on their behalf, are ordered not to change the locks in any manner, nor to have duplicate keys made, nor shall they have keys in their possession during the term of the receivership.

20. The Receiver is authorized to open all mail directed to or received by or at the offices or post office boxes of the Receivership Defendants, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order.

21. Upon the request of the Receiver, the United States Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody and control of, or identify the location of, any assets, records or other materials belonging to the Receivership Estate.

VI. Notice to Third Parties

22. The Receiver shall promptly give notice of his appointment to all known officers, directors, agents, employees, shareholders, creditors, debtors, managers and general and limited partners of the Receivership Defendants, as the Receiver deems necessary or advisable to effectuate the operation of the receivership.

23. All persons and entities owing any obligation, debt, or distribution with respect to an ownership interest to any Receivership Defendants shall, until further ordered by the Court, pay all such obligations in accordance with the terms thereof to the Receiver and its receipt for such payments shall have the same force and effect as if the Receivership Defendants had received such payment.

24. In furtherance of his responsibilities in this matter, the Receiver is authorized to communicate with, and/or serve this Order upon, any person, entity or government office that he deems appropriate to inform them of the status of this matter and/or the financial condition of the Receivership Estates. All government offices which maintain public files of security interests in real and personal property shall, consistent with such office's applicable procedures, record this Order upon the request of the Receiver or the SEC.

25. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of any of the Receivership Defendants (the "Receiver's Mail"), including all mail addressed to, or for the benefit of, the Receivership Defendants. The Postmaster shall not comply with, and shall immediately report to the Receiver, any change of address or other instruction given by anyone other than the Receiver concerning the Receiver's Mail. The Receivership Defendants shall not open any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received, to the Receiver. All personal mail of the Receivership Defendants, and/or any mail

appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mail box, depository, business or service, or mail courier or delivery service, hired, rented or used by the Receivership Defendants. The Receivership Defendants shall not open a new mailbox, or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a private mail depository or courier service.

26. Subject to payment for services provided, any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the Receivership Defendants shall maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver.

VII. Injunction Against Interference with Receiver

27. The Receivership Defendants and all persons receiving notice of this Order by personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

- A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;
- B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to, concealing, destroying or altering records or information;
- C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any Receivership Property, enforcing judgments, assessments or claims against

any Receivership Property or any Receivership Defendants, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any Receivership Defendant or which otherwise affects any Receivership Property; or,

D. Interfere with or harass the Receiver, or interfere in any manner with the exclusive jurisdiction of the Court over the Receivership Estates.

28. The Receivership Defendants shall cooperate with and assist the Receiver in the performance of his duties.

29. The Receiver shall promptly notify the Court and SEC counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.

VIII. Stay of Litigation

30. As set forth in detail below, the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the SEC related to the above-captioned enforcement action, are stayed until further Order of the Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) the Receivership Defendants, including subsidiaries and partnerships; or, (d) any of the Receivership Defendants' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings").

31. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

32. All Ancillary Proceedings are stayed in their entirety, and all Courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of the Court. Further, as to a cause of action accrued or accruing in favor of one or more of the

Receivership Defendants against a third person or party, any applicable statute of limitation is tolled during the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action.

IX. Managing Assets

33. For each of the Receivership Estates, the Receiver shall establish one or more custodial accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property (the “Receivership Funds”).

34. The Receiver’s deposit account shall be entitled “Receiver’s Account, Estate of Thurman P. Bryant, III and Bryant United Capital Funding, Inc.” together with the name of the action.

35. The Receiver may, without further Order of the Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

36. Subject to Paragraph 37, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

37. Upon further Order of the Court, pursuant to such procedures as may be required by the Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates.

38. The Receiver is authorized to take all actions to manage, maintain, and/or wind-down business operations of the Receivership Estates, including making legally required payments to creditors, employees, and agents of the Receivership Estates and communicating with vendors, investors, governmental and regulatory authorities, and others, as appropriate.

39. The Receiver shall take all necessary steps to enable the Receivership Funds to obtain and maintain the status of a taxable "Settlement Fund," within the meaning of Section 468B of the Internal Revenue Code and of the regulations.

X. Investigate and Prosecute Claims

40. Subject to the requirement, in Section VIII above, that leave of the Court is required to resume or commence certain litigation, the Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with SEC counsel, be advisable or proper to recover and/or conserve Receivership Property.

41. Subject to his obligation to expend receivership funds in a reasonable and cost-effective manner, the Receiver is authorized, empowered and directed to investigate the manner in which the financial and business affairs of the Receivership Defendant were conducted and (after obtaining leave of the Court) to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from the Court as may be necessary to enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for the SEC before commencing investigations and/or actions.

42. The Receiver hereby holds, and is therefore empowered to waive, all privileges, including the attorney-client privilege, held by the Receivership Defendants.

43. The Receiver has a continuing duty to ensure that there are no conflicts of interest between the Receiver, his Retained Personnel (as that term is defined below), and the Receivership Estate.

XI. Bankruptcy Filing

44. The Receiver may seek authorization of the Court to file voluntary petitions for relief under Title 11 of the United States Code (the “Bankruptcy Code”) for a Receivership Defendant. If a Receivership Defendant is placed in bankruptcy proceedings, the Receiver may become, and may be empowered to operate each of the Receivership Estates as, a debtor in possession. In such a situation, the Receiver shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to Paragraph 4 above, the Receiver is vested with management authority for the Receivership Defendant and may therefore file and manage a Chapter 11 petition.

45. The provisions of Section VIII above bar any person or entity, other than the Receiver, from placing the Receivership Defendant in bankruptcy proceedings.

XII. Liability of Receiver

46. Until further Order of the Court, the Receiver shall not be required to post bond or give an undertaking of any type in connection with his fiduciary obligations in this matter.

47. The Receiver and his agents, acting within scope of such agency (“Retained Personnel”) are entitled to rely on all outstanding rules of law and Orders of the Court and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment, or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel.

48. The Court shall retain jurisdiction over any action filed against the Receiver or Retained Personnel based upon acts or omissions committed in their representative capacities.

49. In the event the Receiver decides to resign, the Receiver shall first give written notice to the SEC's counsel of record and the Court of its intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

XIII. Recommendations and Reports

50. The Receiver is authorized, empowered and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property (the "Liquidation Plan").

51. Within thirty (30) days of the entry date of this Order, the Receiver shall file a status report with the Court. The status report will include a summary of receivership activities to date. It will also include a proposed plan for administering the receivership going forward, as well as a proposed deadline by which the Receiver will submit the Liquidation Plan. The Receiver's fees—including all fees and costs for the Receiver and others retained to assist in the administration and liquidation of the Receivership estate—are capped at \$75,000 during the initial 30-day period. Further fee limitations, including capping fees at sixty (60) or ninety (90) days after the entry date of this Order, if any, will be set by the Court after the Receiver submits the first status report.

52. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of each Receivership Estate (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of

liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Receivership Estates.

53. The Quarterly Status Report shall contain the following:

- A. A summary of the operations of the Receiver;
- B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;
- C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with one column for the quarterly period covered and a second column for the entire duration of the receivership;
- D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;
- E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);
- F. A list of all known creditors with their addresses and the amounts of their claims;
- G. The status of Creditor Claims Proceedings, after such proceedings have been commenced; and,
- H. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

54. On the request of the SEC, the Receiver shall provide the SEC with any documentation that the SEC deems necessary to meet its reporting requirements, that is mandated by statute or Congress, or that is otherwise necessary to further the SEC's mission.

XIV. Fees, Expenses and Accountings

55. Subject to Paragraphs 56-62 immediately below, the Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary

course of the administration and operation of the receivership. Further, prior Court approval is not required for payments of applicable federal, state or local taxes.

56. Subject to Paragraph 57 immediately below, the Receiver is authorized to solicit persons and entities ("Retained Personnel") to assist him in carrying out the duties and responsibilities described in this Order. The Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.

57. Subject to the limitations in Paragraph 56 above, the Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estate as described in the "Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission" (the "Billing Instructions") agreed to by the Receiver. Such compensation shall require the prior approval of the Court.

58. Within forty-five (45) days after the end of each calendar quarter, the Receiver and Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estates (the "Quarterly Fee Applications"). At least thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC a complete copy of the proposed Application, together with all exhibits and relevant billing information in a format to be provided by SEC staff.

59. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. At the close of the receivership, the Receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the course of the receivership.

60. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts

held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership.

61. Each Quarterly Fee Application shall:

- A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,
- B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

62. At the close of the Receivership, the Receiver shall submit a Final Accounting, in a format to be provided by SEC staff, as well as the Receiver's final application for compensation and expense reimbursement.

IT IS SO ORDERED.

SIGNED this 19th day of July, 2017.


AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JENNIFER ECKLUND, RECEIVER,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Ancillary Civil Action No. 4:18-cv-360
	§	
BEDAZZLED, INC., et al.,	§	
	§	
Defendants.	§	

DEFAULT JUDGMENT AGAINST C&C FLOWERS AND LANDSCAPING LLC

On this date, the Court considered the *Receiver's Motion for Default Judgment Against C&C Flowers and Landscaping LLC* (the "Motion").¹ After reviewing the Motion and the supporting exhibits, the Court finds that Defendant C&C Flowers and Landscaping LLC, though properly served with the Summons and Complaint, has failed to answer or otherwise defend as directed within the time allowed and has wholly defaulted. The Court, having considered the Motion, finds that the Motion should be granted. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

The relief requested in the Motion is **GRANTED**. It is further

ORDERED that the fraudulent transfers to C&C Flowers and Landscaping LLC in the amount of ninety-four thousand dollars (\$94,000.00), as outlined in the Receiver's Complaint, are hereby avoided, and it is further

ORDERED that the Receiver is hereby granted a judgment against C&C Flowers and Landscaping LLC in the amount of ninety-four thousand dollars (\$94,000.00), and it is further

¹ All capitalized terms not expressly defined herein shall have the same meaning as ascribed in the Motion.

ORDERED that a constructive trust is imposed on the Receivership Assets received by C&C Flowers and Landscaping LLC as described herein and in the Complaint, and that such funds be immediately turned over to the Receiver, and it is further

ORDERED that the Receiver is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment, and it is further

ORDERED that this is a final judgment and all relief not expressly granted herein is denied.

IT IS SO ORDERED.