

**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

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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
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	§	
Plaintiff,	§	
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	§	
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

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	§	
	§	
	§	

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.

TRANSFEEE	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

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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.

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

AFFIDAVIT OF JENNIFER ECKLUND IN SUPPORT OF DEFAULT

STATE OF TEXAS

COUNTY OF DALLAS

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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.

**AFFIDAVIT OF JENNIFER ECKLUND IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT -
PAGE 1 of 2**

524662.000002 21249749.1

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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.

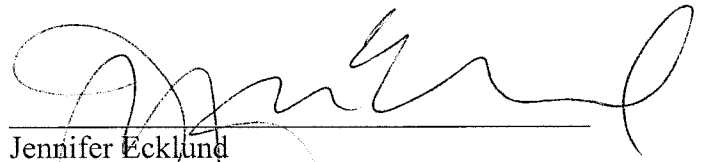
6. Attached with this affidavit and incorporated herein is a true and correct copy of the fully executed proof of service of the Summons and Complaint in this lawsuit on C&C Flowers and Landscaping LLC, evidencing that it was properly served notice of this suit.

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.

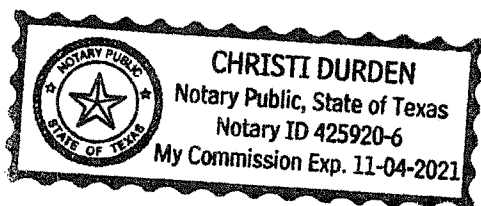
FURTHER AFFIANT SAYETH NOT.

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

[illegible]

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

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...

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

JENNIFER ECKLUND, RECEIVER,

Plaintiff,

v.

BEDAZZLED, INC., et al.,

Defendants.

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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:

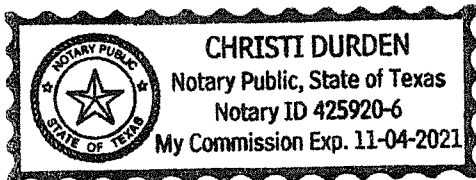
1. "I am attorney of record for Plaintiff Jennifer Ecklund, Receiver.
2. Defendant C&C Flowers and Landscaping LLC is a business entity and is therefore incapable of serving in the military."

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