

**ROBB EVANS &
ROBB EVANS & ASSOCIATES, LLC
Temporary Receiver of
Fortune Hi-Tech Marketing, Inc., et al.**

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**Federal Trade Commission, State of Illinois,
Commonwealth of Kentucky and State of North Carolina**

v.

Fortune Hi-Tech Marketing, Inc., et al.

**Complaint for Recovery of Fraudulent Transfers,
Unjust Enrichment, Turnover of Receivership Property and
Alter Ego/Piercing the Corporate Veil
(Re: Ramiro Armenta)**

Filed August 12, 2014

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY**

ROBB EVANS and ROBB EVANS &
ASSOCIATES LLC as Receiver for
FORTUNE HI-TECH MARKETING, INC.,
FHTM, INC., ALAN CLARK HOLDINGS,
LLC, FHTM CANADA, INC. AND
FORTUNE NETWORK MARKETING (UK)
LIMITED, and their affiliates, subsidiaries,
divisions, or sales or customer service
operations,

Plaintiff,

v.

RAMIRO ARMENTA, an individual; DARLA
DiGRANDI, an individual; DJB FORTUNE
CORPORATION, a California corporation;
STEVE JORDAN, an individual;
IMAGINEXT, LLC, an Oklahoma limited
liability company; MICHAEL
MISENHEIMER, an individual; MB TEAM,
INC., an Arkansas corporation; RUEL
MORTON, an individual; ANOVER, INC., a
Texas corporation; ROBERT RIVERA, an
individual; TERRY WALKER, an individual;
GLOBAL WEALTH, INC., an Arkansas
corporation; SUSAN FRANK, an individual;
SUSAN AND JOSH, INC., a North Carolina
corporation; JOANNE McMAHON, an
individual; BLESSED LIFE, LLC, a Michigan
limited liability company; JOEL McNINCH,
an individual; KEVIN MULLENS, an
individual; CATCH THE VISION, LLC, a
Florida limited liability company; TODD
ROWLAND, an individual; TODD AND
ASHLEY, INC., a Florida corporation, also
known as TODD AND ASHLEY
ROWLAND, INC.; SCOTT AGUILAR, an
individual; TEAM SOLO, LLC, a Nevada
limited liability company,

Defendants.

No.

**COMPLAINT FOR RECOVERY
OF FRAUDULENT TRANSFERS,
UNJUST ENRICHMENT,
TURNOVER OF RECEIVERSHIP
PROPERTY AND ALTER
EGO/PIERCING THE
CORPORATE VEIL**

Plaintiff Robb Evans and Robb Evans & Associates LLC as Receiver for Fortune Hi-Tech Marketing, Inc., FHTM, Inc., Alan Clark Holdings, LLC, FHTM Canada, Inc. and Fortune Network Marketing (UK) Limited, and their affiliates, subsidiaries, divisions, or sales or customer service operations (“Receiver”) hereby complains and alleges as follows:

STATEMENT OF JURISDICTION AND VENUE

1. On January 24, 2013, the Receiver was appointed as Temporary Equity Receiver for Fortune Hi-Tech Marketing, Inc., FHTM, Inc., Alan Clark Holdings, LLC, FHTM Canada, Inc. and Fortune Network Marketing (UK) Limited, and their affiliates, subsidiaries, divisions, or sales or customer service operations pursuant to the Ex Parte Temporary Restraining Order (“TRO”) issued that date in the civil enforcement action entitled *Federal Trade Commission, et al. v. Fortune Hi-Tech Marketing, Inc., et al.*, Case No. 13cv123 in the United States District Court for the Northern District of Illinois (“FTC Action”). A true and correct copy of the TRO is attached hereto as Exhibit 1 and incorporated herein by this reference.

2. On February 7, 2013, the United States District Court for the Northern District of Illinois in the FTC Action issued an order pursuant to stipulation of the parties extending the TRO and continuing the hearing scheduled on the motion by the plaintiffs in the FTC Action for a preliminary injunction to February 26, 2013.

3. After the hearing conducted on February 26, 2013, the United States District Court for the Northern District of Illinois in the FTC Action issued an order continuing the TRO in effect and postponing the hearing on the motion for a preliminary injunction order to May 1, 2013.

4. The defendants in the FTC Action filed a motion to transfer venue of the FTC Action to the United States District Court for the Eastern District of Kentucky which was heard on May 1, 2013, concurrently with the motion for a preliminary injunction order. At the May 1, 2013 hearing, the United States District Court for the Northern District of Illinois in the FTC

Action issued an order granting the motion to transfer venue and transferred venue of the FTC Action to this Court, the United States District Court for the Eastern District of Kentucky.

5. At the May 1, 2013 hearing, the United States District Court for the Northern District of Illinois in the FTC Action also issued an order continuing the TRO in effect for additional time.

6. The United States District Court for the Eastern District of Kentucky issued an order, pursuant to a joint motion of the parties to the FTC Action, to extend the TRO until further order of the Court. On May 28, 2013, the United States District Court for the Eastern District of Kentucky entered the Stipulated Preliminary Injunction (“Preliminary Injunction”), a true and correct copy of which is attached hereto as Exhibit 2 and incorporated herein by this reference.

7. On May 9, 2014, the United States District Court for the Eastern District of Kentucky entered the Stipulated Order for Permanent Injunction and Monetary Judgment in the FTC Action (the “Permanent Injunction”), a true and correct copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference.

8. Pursuant to the TRO, the Preliminary Injunction and the Permanent Injunction (collectively, the “Receivership Orders”), the Receiver is the equity receiver for Fortune Hi-Tech Marketing, Inc., FHTM, Inc., Alan Clark Holdings, LLC, FHTM Canada, Inc. and Fortune Network Marketing (UK) Limited, and their affiliates, subsidiaries, divisions, or sales or customer service operations (individually and collectively the “Receivership Defendants”). The Receivership Orders provide that the Receiver is authorized to institute actions or proceedings in federal courts as the Receiver deems necessary or advisable to preserve or recover the assets of the Receivership Defendants or that the Receiver deems necessary or advisable to carry out the Receiver’s duties under the Receivership Orders, including instituting actions challenging fraudulent or otherwise voidable transfers. Further, the Receiver has been authorized by the Court in the FTC Action to commence litigation against the highly compensated representatives formerly associated with the Receivership Defendants pursuant to the Order filed January 30, 2014, a true and correct copy of which is attached hereto as Exhibit 4.

9. This Court has supplemental and/or ancillary jurisdiction over the instant action pursuant to 28 U.S.C. sections 1331 and 1367, and applicable federal receivership law.

10. Venue is proper in the Eastern District of Kentucky pursuant to (a) 28 U.S.C. section 1391(b)(2) in that a substantial part of the events or omissions giving rise to the claims occurred in the Lexington Division of the federal judicial district for the Eastern District of Kentucky, and (b) pursuant to 28 U.S.C. section 1391(b)(3) in that the defendants, and each of them, are subject to personal jurisdiction in this District, as more particularly set forth herein.

11. This Court has personal jurisdiction over the defendants, and each of them, under 28 U.S.C. sections 754 and 1692 and applicable receivership law as a result of, *inter alia*, the Receiver's filing of certified copies of the complaint and Preliminary Injunction in the FTC Action pursuant to 28 U.S.C. section 754 in the following courts: the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Northern District of Oklahoma, the United States District Court for the Western District of Arkansas, the United States District Court for the Eastern District of Arkansas, the United States District Court for the Eastern District of Texas, the United States District Court for the Western District of Texas, the United States District Court for the Middle District of North Carolina, the United States District Court for the Eastern District of Michigan, and the United States District Court for the Northern District of Florida.

12. Plaintiff is the Receiver Robb Evans and Robb Evans & Associates LLC, and Robb Evans & Associates LLC is a limited liability company organized under the laws of the State of California with its principal place of business in the County of Los Angeles, California.

13. Plaintiff is informed and believes and thereon alleges that defendant Ramiro Armenta ("Armenta") is an individual who resides in the State of Illinois, County of Will.

14. Plaintiff is informed and believes and thereon alleges that defendant Darla DiGrandi ("DiGrandi") is an individual who resides in the State of California, County of Riverside.

15. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant DJB Fortune Corporation (“DJB”) was a corporation organized and existing under the laws of the State of California, with its principal place of business located in the County of Riverside, California, and beneficially owned, dominated and controlled by DiGrandi.

16. Plaintiff is informed and believes and thereon alleges that defendant Steve Jordan (“Jordan”) is an individual who resides in the State of Oklahoma, County of Rogers.

17. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Imaginext, LLC (“Imaginext”) was a limited liability company organized and existing under the laws of the State of Oklahoma, with its principal place of business located in the County of Rogers, Oklahoma and beneficially owned, dominated and controlled by Jordan.

18. Plaintiff is informed and believes and thereon alleges that defendant Michael Misenheimer (“Misenheimer”) is an individual who resides in the State of Arkansas, County of Benton.

19. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant MB Team, Inc. was a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business located in the County of Benton, Arkansas and beneficially owned, dominated and controlled by Misenheimer.

20. Plaintiff is informed and believes and thereon alleges that defendant Ruel Morton (“Morton”) is an individual who resides in the State of Texas, County of Gregg.

21. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Anover, Inc. (“Anover”) was a corporation organized and existing under the laws of the State of Texas, with its principal place of business located in the County of Gregg, Texas and beneficially owned, dominated and controlled by Morton.

22. Plaintiff is informed and believes and thereon alleges that defendant Robert Rivera (“Rivera”) is an individual who resides in the State of Texas, County of Bexar.

23. Plaintiff is informed and believes and thereon alleges that defendant Terry Walker (“Walker”) is an individual who resides in the State of Arkansas, County of Saline.

24. Plaintiff is informed and believes and thereon alleges that defendant Global Wealth, Inc. (“Global Wealth”) was a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business located in the County of Saline, Arkansas and beneficially owned, dominated and controlled by Walker.

25. Plaintiff is informed and believes and thereon alleges that defendant Susan Frank (“Frank”) is an individual who resides in the State of North Carolina, County of Davidson.

26. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Susan and Josh, Inc. (“SJ Inc.”) was a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business located in the County of Davidson, North Carolina and beneficially owned, dominated and controlled by Frank.

27. Plaintiff is informed and believes and thereon alleges that defendant Joanne McMahan (“McMahan”) is an individual who resides in the State of Michigan, County of Monroe.

28. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Blessed Life, LLC (“Blessed Life”) was a limited liability company organized and existing under the laws of the State of Michigan, with its principal place of business located in the County of Monroe, Michigan and beneficially owned, dominated and controlled by McMahan.

29. Plaintiff is informed and believes and thereon alleges that defendant Joel McNinch (“McNinch”) is an individual who resides in the State of Texas, County of Travis.

30. Plaintiff is informed and believes and thereon alleges that defendant Kevin Mullens (“Mullens”) is an individual who resides in the State of Florida, County of Wakulla.

31. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Catch the Vision, LLC (“Catch the Vision”) was a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business

located in the County of Wakulla, Florida and beneficially owned, dominated and controlled by Mullens.

32. Plaintiff is informed and believes and thereon alleges that defendant Todd Rowland (“Rowland”) is an individual who resides in the State of Florida, County of Walton.

33. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Todd and Ashley, Inc. (“TA Inc.”) was a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business located in the County of Walton, Florida, and that TA Inc. is sometimes known as Todd and Ashley Rowland, Inc. and beneficially owned, dominated and controlled by Todd Rowland.

34. Plaintiff is informed and believes and thereon alleges that defendant Scott Aguilar (“Aguilar”) is an individual who resides in the State of California, County of San Diego.

35. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, defendant Team Solo, LLC (“Team Solo”) was a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business located in the County of San Diego, California and beneficially owned, dominated and controlled by Aguilar.

36. Plaintiff is informed and believes and thereon alleges that the Court also has personal jurisdiction over the defendants, and each of them, based on their minimum contacts with the State of Kentucky relating to their participation in the fraudulent scheme perpetrated by the Receivership Defendants, including without limitation based on (a) as to defendants Armenta, DiGrandi, DJB, Jordan, Imaginext, Rivera, McMahon, Blessed Life, Morton, Anover, McNinch, Misenheimer, MB Team, Walker, Global Wealth, Mullens, Catch the Vision, Frank, SJ Inc., Rowland, TA Inc., Aguilar and Team Solo, their participation in activities in the forum State of Kentucky, including without limitation attendance at sales and company meetings in Lexington, Kentucky and making videos in connection with the solicitation of new representatives in Lexington, Kentucky; (b) as to all defendants, their participation in activities directed toward the State of Kentucky based on those defendants’ ongoing business relationship with the Receivership Defendants in Kentucky and their activities aimed at perpetuating the

fraudulent business scheme of the Receivership Defendants through the promotion of the fraudulent scheme and solicitation of new representatives to participate in the fraudulent scheme, their receipt of substantial monetary payments from the Receivership Defendants from Kentucky in connection with their activities in connection with the promotion of the fraudulent scheme and solicitation of new representatives, their ongoing contacts with the Receivership Defendants in Kentucky through communications with the Receivership Defendants in Kentucky, and their status, titles and positions with the Receivership Defendants, by which the defendants have purposefully availed themselves of the benefits of this forum within the standards of the minimum contacts test; (c) as to all defendants, the effects of the defendants' forum-related activities in fueling the fraudulent scheme conducted by the Receivership Defendants in Kentucky and out of which these claims for relief arise and this State's substantial interest in redressing the claims and injuries alleged herein; and (d) as to all defendants, the fact that exercise of personal jurisdiction over the defendants, and each of them, in this case under these facts and circumstances is reasonable and comports with notions of fair play and substantial justice.

GENERAL ALLEGATIONS

37. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto until the date the FTC Action commenced, the Receivership Defendants engaged in a common enterprise by which they conducted an unlawful multilevel marketing "pyramid" scheme which collectively generated gross revenues of approximately \$252 million from January 1, 2009 through December 31, 2012 (the "Pyramid Scheme").

38. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, the Receivership Defendants' business ostensibly offered interested persons the opportunity to become "Independent Representatives" ("IRs") who paid fees to the Receivership Defendants to enroll in the sales force in order to be able to sell products, including health and beauty products, and services provided by third party companies and earn income through those

sales and through bonuses paid for recruiting new IRs into the Receivership Defendants' network.

39. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, the Receivership Defendants' IRs received payments from the Receivership Defendants, including those designated as Customer Acquisition Bonus ("CAB") bonus payments and/or Customer Generated Usage ("CGU") commission payments.

40. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, the Receivership Defendants' IRs received CAB bonuses based on new representatives they or members of their downline recruited to enroll with the Receivership Defendants and received CGU commissions based on their sales of products and services.

41. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, the business and financial structure of the Receivership Defendants' business and the financial incentives offered to the IRs emphasized recruitment of new representatives rather than the actual selling of products and services.

42. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, including without limitation between January 1, 2009 and December 31, 2012, the vast majority of the commissions paid to IRs were CAB commissions paid for recruitment of new IRs, with the Receivership Defendants paying an average total of CAB bonus payments of approximately \$27.9 million per year from January 1, 2009 through December 31, 2012, but only paying an average total of other commissions, primarily CGU commissions, related to product sales of approximately \$5.6 million per year during that time frame.

43. Plaintiff is informed and believes and thereon alleges that between January 1, 2009 and December 31, 2012, a total of more than \$66 million in enrollment and renewal fees were paid by the representatives to the Receivership Defendants.

44. Plaintiff is informed and believes and thereon alleges that between January 1, 2009 and December 31, 2012, more than 74% of the active IRs earned less than \$10 per year

from CABs and CGUs compared to the enrollment and renewal fees which varied but ranged generally from \$99 to \$299.

45. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, the vast majority of active IRs did not obtain payments sufficient to cover their enrollment fees and earned commissions totaling \$1,000 or less, with those IRs being referred to herein as the “Injured Consumers,” and that specifically between January 1, 2009 and December 31, 2012, more than 88% of the IRs active during that time period did not obtain payments sufficient to recover their enrollment fees, and 98% of the active IRs during that time frame earned commissions totaling \$1,000 or less.

46. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, only a very small percentage of all of the active IRs earned commissions and bonuses of \$10,000 or more per year, that an even smaller percentage earned more than \$100,000 per year in commissions and bonuses, that the vast majority of IRs either earned very little or lost money and were damaged as a result of their association with the Receivership Defendants, and that there was a significant concentration of commission and bonuses paid to only a few representatives at the very top level. Plaintiff is informed and believes and thereon alleges specifically that between January 1, 2009 and December 31, 2012, only approximately .17% to .36% of the IRs earned commissions and bonuses of \$10,000 per year or more, and that between approximately .02% and .04% of the IRs received more than \$100,000 per year in commissions and bonuses.

47. Plaintiff is informed and believes and thereon alleges that from January 1, 2009 through December 31, 2012, approximately 50 of the highest paid representatives generated commissions and bonuses totaling more than \$46 million.

48. Plaintiff is informed and believes and thereon alleges that the unlawful Pyramid Scheme conducted by the Receivership Defendants operated in a manner similar to a Ponzi scheme in that the continuation of the Pyramid Scheme required IRs to continually recruit new IRs and to obtain renewal fees from IRs in order to fuel the scheme to provide funds to pay the

commissions to those IRs who were the most highly compensated IRs, and that the funds generated through new IRs being recruited and paying their enrollment fees and renewal fees and purchasing products and paying administrative fees required to participate in the Receivership Defendants' payment scheme were essential to the Pyramid Scheme's continued financial viability prior to the appointment of the Receiver. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto the Receivership Defendants' profits were insufficient to fund the payments which were offered to all IRs, the vast majority of accrued payments were perpetually unfunded and that operation of the Receivership Defendants' business was inherently unsustainable.

49. Plaintiff is informed and believes and thereon alleges that from the design and operation of the Receivership Defendants' business which constituted the Pyramid Scheme, the vast majority of IRs were destined to lose money and be damaged.

50. Plaintiff is informed and believes and thereon alleges that the top 50 of the highest paid IRs of the Receivership Defendants ("Highly Compensated IRs") fueled the Pyramid Scheme operated by the Receivership Defendants for their personal gain in order to continue payments by the Receivership Defendants to them in the form of the CAB bonuses and CGU commissions they received, as well as any other payments and other forms of compensation received.

51. Plaintiff is informed and believes and thereon alleges that the eight owners and shareholders of the Receivership Defendants received dividends and other payments from the Receivership Defendants from January 1, 2009 until the Receiver was appointed totaling over \$24 million.

52. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, one or more of the Injured Consumers have sustained estimated damages as a result of the Receivership Defendants' operation of the Pyramid Scheme that have not been satisfied, and that since at least January 1, 2009, the Injured Consumers have sustained damages of not less

than \$169 million as reflected in the stipulated monetary judgment in the Permanent Injunction and who have aggregate claims against the Receivership Defendants in at least that amount.

53. Plaintiff is informed and believes and thereon alleges that any contracts or agreements between the Receivership Defendants and the IRs and the Highly Compensated IRs by which CAB bonuses and CGU commissions were paid are illegal, void and unenforceable as contracts made in contemplation of and in furtherance of an unlawful Pyramid Scheme and as made without consideration and/or based on illusory consideration. Further, the CGU commissions offered and paid by the Receivership Defendants and which were promoted by the Highly Compensated IRs in connection with their recruitment of new IRs to fuel the Pyramid Scheme were also unlawful, made without consideration or based on illusory consideration in that the CGU commissions were excessive, unrelated to any legitimate business purpose, and made with knowledge by the Receivership Defendants and the Highly Compensated IRs that the vast majority of the IRs would lose money or made by the Receivership Defendants and Highly Compensated IRs with reckless disregard of the truth or falsity of the income disclosure statements which falsely represented the potential earning of the IRs through their association with the Receivership Defendants.

54. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, one or more of the plaintiffs in the FTC Action has had claims against the Receivership Defendants based on false and deceptive advertising and based on other violations of section 5 of the FTC Act and applicable state consumer laws and regulations in the State of Illinois, the Commonwealth of Kentucky, and the State of North Carolina and that the amount of such claims and other liabilities of the Receivership Defendants exceeded the assets on the books and records of the Receivership Defendants.

55. Plaintiff is informed and believes and thereon alleges that at all times relevant hereto, the Receivership Defendants have been insolvent or were rendered insolvent by the CAB bonuses and CGU commissions paid to the Highly Compensated IRs.

56. Plaintiff is informed and believes and thereon alleges that the Highly Compensated IRs helped perpetuate and implement the Pyramid Scheme by continuing to recruit new IRs who would pay enrollment fees to the Receivership Defendants and encouraging IRs to continue to renew their association with the Receivership Defendants and pay their renewal fees to the Receivership Defendants in order to continue the operation of the Pyramid Scheme and for the Highly Compensated IRs' personal gain with knowledge or reckless disregard of the fact that the vast majority of the IRs would not recover the monies they paid to participate in the Receivership Defendants' program and would lose money and be damaged as a result of their association with the Receivership Defendants.

57. Plaintiff is informed and believes and thereon alleges that the Receivership Defendants made transfers of funds and payments to the Highly Compensated IRs with intent to provide them with substantial personal financial incentives to perpetuate and continue the operations of the Pyramid Scheme and to conceal or not disclose to the other IRs the true facts that the vast majority of IRs would not recover the monies they paid to participate in the Receivership Defendants' program and would lose money and be damaged as a result of their association with the Receivership Defendants.

58. Plaintiff is informed and believes and thereon alleges that prior to January 24, 2013 when the Receiver was appointed as Temporary Receiver, the Receivership Defendants made payments and transferred funds to the defendants, and each of them, as follows:

A. As to defendant Armenta, payments and transfers of funds in the aggregate sum of not less than \$851,098.38, including CAB bonuses and CGU commissions ("Armenta Transfers");

B. As to defendant DiGrandi, directly or indirectly through her company DJB, payments and transfers of funds made to DiGrandi or for her benefit in the aggregate sum of not less than \$995,804.75, including CAB bonuses and CGU commissions ("DiGrandi Transfers");

C. As to defendant Jordan, directly or indirectly through his company Imaginext, payments and transfers of funds made to Jordan or for his benefit in the aggregate sum of not less than \$1,125,618.41, including CAB bonuses and CGU commissions (“Jordan Transfers”);

D. As to defendant Misenheimer, directly or indirectly through his company MB Team, payments and transfers of funds made to Misenheimer or for his benefit in the aggregate sum of not less than \$1,273.858.69, including CAB bonuses and CGU commissions (“Misenheimer Transfers”);

E. As to defendant Morton, directly or indirectly through his company Anover, payments and transfers of funds to or for the benefit of Morton in the aggregate sum of not less than \$10,776,702.02, including CAB bonuses and CGU commissions (“Morton Transfers”);

F. As to defendant Rivera, payments and transfers of funds in the aggregate sum of not less than \$929,226.25, including CAB bonuses and CGU commissions (“Rivera Transfers”);

G. As to defendant Walker, directly or indirectly through his company Global Wealth, payments and transfers of funds to or for the benefit of Walker in the aggregate sum of not less than \$1,118,901.07, including CAB bonuses and CGU commissions (“Walker Transfers”);

H. As to defendant Frank, directly or indirectly through her company SJ Inc., payments and transfers of funds to or for the benefit of Frank in the aggregate sum of not less than \$1,341,000.52, including CAB bonuses and CGU commissions (“Frank Transfers”);

I. As to defendant McMahon, directly or indirectly through her company Blessed Life, payments and transfers of funds to or for the benefit of McMahon in the aggregate sum of not less than \$1,645,545.38, including CAB bonuses and CGU commissions (“McMahon Transfers”);

J. As to defendant McNinch, payments and transfers of funds in the aggregate sum of not less than \$2,836,462.61, including CAB bonuses and CGU commissions (“McNinch Transfers”);

K. As to defendant Mullens, directly or indirectly through his company Catch the Vision, payments and transfers of funds to or for the benefit of Mullens in the aggregate sum of not less than \$1,223,704.58, including CAB bonuses and CGU commissions (“Mullens Transfers”);

L. As to defendant Rowland, directly or indirectly through his company TA Inc., payments and transfers of funds to or for the benefit of Rowland in the aggregate sum of not less than \$6,128,901.88, including CAB bonuses and CGU commissions (“Rowland Transfers”); and

M. As to defendant Aguilar, directly or indirectly through his company Team Solo, payments and transfers of funds to or for the benefit of Aguilar in the aggregate sum of not less than \$1,024,820.74, including CAB bonuses and CGU commissions (“Aguilar Transfers”).

59. The Armenta Transfers, DiGrandi Transfers, Jordan Transfers, Misenheimer Transfers, Morton Transfers, Rivera Transfers, Walker Transfers, Frank Transfers, McMahon Transfers, McNinch Transfers, Mullens Transfers, Rowland Transfers and Aguilar Transfers are sometimes referred to individually and collectively herein as the “Subject Transfers.”

60. Plaintiff and the Receivership Defendants over which the Receiver was appointed did not discover that the Receivership Defendants had been conducting the Pyramid Scheme and that they made the Subject Transfers to defendants, and each of them, until sometime after January 24, 2013 when the Receiver was appointed as Temporary Receiver for the Receivership Defendants.

61. Plaintiff is informed and believes and thereon alleges that the Receivership Defendants who made the Subject Transfers, and each of them, became increasingly insolvent as a result of the Subject Transfers as the Receivership Defendants transferred their assets to the defendants and other Highly Compensated IRs.

62. Plaintiff is informed and believes and thereon alleges that the Receivership Defendants who made the Subject Transfers, and each of them, did not receive valuable consideration in exchange for the Subject Transfers.

63. Plaintiff is informed and believes and thereon alleges that the Receivership Defendants were injured by the Subject Transfers to the defendants, and each of them, and by the conduct of the defendants, and each of them, as Highly Compensated IRs because the Receivership Defendants received no valuable consideration in exchange for the Subject Transfers, because the contracts or agreements with the Highly Compensated IRs pursuant to which the Subject Transfers were made were illegal, void and unenforceable, and because the Subject Transfers and the conduct of the defendants, and each of them, and other Highly Compensated IRs which was the basis for the Receivership Defendants making the Subject Transfers in fact created additional claims against the Receivership Defendants in favor of creditors, including but not limited to the Injured Consumers, the FTC, the Commonwealth of Kentucky, the State of Illinois and the State of North Carolina.

64. Plaintiff is entitled to recover the Subject Transfers and/or the value thereof for and on behalf of the estate of the Receivership Defendants pursuant to the Receivership Orders and for distribution to creditors of the Receivership Defendants.

65. Plaintiff is informed and believes that to the extent that the DiGrandi Transfers were made to DJB, DJB (a) acted as a mere conduit for the purpose of receiving and transferring the DiGrandi Transfers to or for the benefit of DiGrandi and that serving as such a conduit for the DiGrandi Transfers was one of the primary business purposes for the formation and existence of DJB, and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant DiGrandi as subsequent transferee.

66. Plaintiff is informed and believes that to the extent that the Jordan Transfers were made to Imaginext, Imaginext (a) acted as a mere conduit for the purpose of receiving and transferring the Jordan Transfers to or for the benefit of Jordan and that serving as such a conduit for the Jordan Transfers was one of the primary business purposes for the formation and existence of Imaginext, and (b) was not a good faith transferee for value and received any such

transfers for the purpose of conveying such transfers to or for the benefit of defendant Jordan as subsequent transferee.

67. Plaintiff is informed and believes that to the extent that the Misenheimer Transfers were made to MB Team, MB Team (a) acted as a mere conduit for the purpose of receiving and transferring the Misenheimer Transfers to or for the benefit of Misenheimer and that serving as such a conduit for the Misenheimer Transfers was one of the primary business purposes for the formation and existence of MB Team, and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant Misenheimer as subsequent transferee.

68. Plaintiff is informed and believes that to the extent that the Morton Transfers were made to Anover, Anover (a) acted as a mere conduit for the purpose of receiving and transferring the Morton Transfers to or for the benefit of Morton and that serving as such a conduit for the Morton Transfers was one of the primary business purposes for the formation and existence of Anover, and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant Morton as subsequent transferee.

69. Plaintiff is informed and believes that to the extent that the Walker Transfers were made to Global Wealth, Global Wealth (a) acted as a mere conduit for the purpose of receiving and transferring the Walker Transfers to or for the benefit of Walker and that serving as such a conduit for the Walker Transfers was one of the primary business purposes for the formation and existence of Global Wealth, and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant Walker as subsequent transferee.

70. Plaintiff is informed and believes that to the extent that the Frank Transfers were made to SJ Inc., SJ Inc. (a) acted as a mere conduit for the purpose of receiving and transferring the Frank Transfers to or for the benefit of Frank and that serving as such a conduit for the Frank Transfers was one of the primary business purposes for the formation and existence of SJ Inc.,

and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant Frank as subsequent transferee.

71. Plaintiff is informed and believes that to the extent that the McMahon Transfers were made to Blessed Life, Blessed Life (a) acted as a mere conduit for the purpose of receiving and transferring the McMahon Transfers to or for the benefit of McMahon and that serving as such a conduit for the McMahon Transfers was one of the primary business purposes for the formation and existence of Blessed Life, and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant McMahon as subsequent transferee.

72. Plaintiff is informed and believes that to the extent that the Mullens Transfers were made to Catch the Vision, Catch the Vision (a) acted as a mere conduit for the purpose of receiving and transferring the Mullens Transfers to or for the benefit of Mullens and that serving as such a conduit for the Mullens Transfers was one of the primary business purposes for the formation and existence of Catch the Vision, and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant Mullens as subsequent transferee.

73. Plaintiff is informed and believes that to the extent that the Rowland Transfers were made to TA Inc., TA Inc. (a) acted as a mere conduit for the purpose of receiving and transferring the Rowland Transfers to or for the benefit of Rowland and that serving as such a conduit for the Rowland Transfers was one of the primary business purposes for the formation and existence of TA Inc., and (b) was not a good faith transferee for value and received any such transfers for the purpose of conveying such transfers to or for the benefit of defendant Rowland as subsequent transferee.

FIRST CLAIM FOR RELIEF

(Avoidance of Fraudulent Transfers –

Kentucky Revised Statutes § 378.010 – As to All Defendants)

74. Plaintiff repeats and realleges the allegations of paragraphs 1 through 73, inclusive, and incorporates the same herein as though more fully set forth at length.

75. Plaintiff is informed and believes and thereon alleges that the Subject Transfers were made to or for the benefit of the defendants, and each of them, with intent to hinder, delay and defraud creditors of the Receivership Defendants, purchasers or other persons dealing with the Receivership Defendants, specifically including but not limited to the Injured Consumers and the FTC and other plaintiffs in the FTC Action, within the meaning of Kentucky Fraudulent Transfer Act, Kentucky Revised Statutes § 378.010.

76. Plaintiff is informed and believes and thereon alleges that the defendants, and each of them, did not receive the Subject Transfers as a purchaser for a valuable consideration within the meaning of Kentucky Fraudulent Transfer Act, Kentucky Revised Statutes § 378.010.

77. By reason of the foregoing, pursuant to Kentucky Revised Statutes § 378.010, the Subject Transfers should be deemed void, and Plaintiff is entitled to recover from the defendants, and each of them, as follows:

A. As to defendant Armenta, the sum of not less than \$851,097.60 constituting the Armenta Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

B. As to defendants DiGrandi and DJB, jointly and severally, the sum of not less than \$995,804.75 constituting the DiGrandi Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer

until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

C. As to defendants Jordan and Imaginext, jointly and severally, the sum of not less than \$1,125,618.41 constituting the Jordan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

D. As to defendants Misenheimer and MB Team, jointly and severally, the sum of not less than \$1,273,858.69 constituting the Misenheimer Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

E. As to defendants Morton and Anover, jointly and severally, the sum of not less than \$10,776,702.02 constituting the Morton Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

F. As to defendant Rivera, the sum of not less than \$929,226.25 constituting the Rivera Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

G. As to defendants Walker and Global Wealth, jointly and severally, the sum of not less than \$1,029,595.65 and as to Walker alone the sum of not less than \$89,305.42 collectively constituting the Walker Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such

payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

H. As to defendants Frank and SJ Inc., jointly and severally, the sum of not less than \$838,814.47, and as to Frank alone the sum of not less than \$502,186.05 collectively constituting the Frank Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

I. As to defendants McMahon and Blessed Life, jointly and severally, the sum of not less than \$443,573.71 and as to McMahon alone the sum of not less than \$1,201,970.67 collectively constituting the McMahon Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

J. As to defendant McNinch, the sum of not less than \$2,836,462.61 constituting the McNinch Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

K. As to defendants Mullens and Catch the Vision, jointly and severally, the sum of not less than \$1,201,788.36 and as to Mullens alone the sum of not less than \$21,916.22 collectively constituting the Mullens Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

L. As to defendants Rowland and TA Inc., jointly and severally, the sum of not less than \$4,127,637.89 and as to Rowland alone the sum of \$2,001,263.99 collectively constituting

the Rowland Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

M. As to defendants Aguilar and Team Solo, jointly and severally, the sum of not less than \$284,852.87 and as to Aguilar alone the sum of not less than \$739,967.87 collectively constituting the Aguilar Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment.

SECOND CLAIM FOR RELIEF

(Avoidance of Fraudulent Transfer –

Kentucky Revised Statutes § 378.020 – As to All Defendants)

78. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 73, inclusive, and by reference thereto, incorporates the same herein as though set forth in full.

79. Plaintiff is informed and believes and thereon alleges that the Subject Transfers were made to or for the benefit of the defendant, and each of them, without valuable consideration therefor at a time when the Receivership Defendants had existing creditors, including without limitation one or more of the Injured Consumers and the FTC, the Commonwealth of Kentucky, the State of Illinois and/or the State of North Carolina, and that the Subject Transfers are therefore void pursuant to and within the meaning of the Kentucky Fraudulent Transfer Act, Kentucky Revised Statutes § 378.020, as to those existing creditors.

80. Plaintiff is informed and believes and thereon alleges that the Subject Transfers are void as to creditors and purchasers from the Receivership Defendants arising after the Subject Transfers were made, including without limitation one or more of the Injured Consumers and the FTC, the Commonwealth of Kentucky, the State of Illinois and/or the State of North

Carolina within the meaning of and pursuant to Kentucky Fraudulent Transfer Act, Kentucky Revised Statutes § 378.020.

81. By reason of the foregoing, pursuant to Kentucky Revised Statutes § 378.020, the Subject Transfers should be avoided, and Plaintiff is entitled to recover from the defendants, and each of them, as follows:

A. As to defendant Armenta, the sum of not less than \$851,097.60 constituting the Armenta Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

B. As to defendants DiGrandi and DJB, jointly and severally, the sum of not less than \$995,804.75 constituting the DiGrandi Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

C. As to defendants Jordan and Imaginext, jointly and severally, the sum of not less than \$1,125,618.41 constituting the Jordan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

D. As to defendants Misenheimer and MB Team, jointly and severally, the sum of not less than \$1,273,858.69 constituting the Misenheimer Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

E. As to defendants Morton and Anover, jointly and severally, the sum of not less than \$10,776,702.02 constituting the Morton Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

F. As to defendant Rivera, the sum of not less than \$929,226.25 constituting the Rivera Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

G. As to defendants Walker and Global Wealth, jointly and severally, the sum of not less than \$1,029,595.65 and as to Walker alone the sum of not less than \$89,305.42 collectively constituting the Walker Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

H. As to defendants Frank and SJ Inc., jointly and severally, the sum of not less than \$838,814.47, and as to Frank alone the sum of not less than \$502,186.05 collectively constituting the Frank Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

I. As to defendants McMahon and Blessed Life, jointly and severally, the sum of not less than \$443,573.71 and as to McMahon alone the sum of not less than \$1,201,970.67 collectively constituting the McMahon Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer

until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

J. As to defendant McNinch, the sum of not less than \$2,836,462.61 constituting the McNinch Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

K. As to defendants Mullens and Catch the Vision, jointly and severally, the sum of not less than \$1,201,788.36 and as to Mullens alone the sum of not less than \$21,916.22 collectively constituting the Mullens Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

L. As to defendants Rowland and TA Inc., jointly and severally, the sum of not less than \$4,127,637.89 and as to Rowland alone the sum of \$2,001,263.99 collectively constituting the Rowland Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

M. As to defendants Aguilar and Team Solo, jointly and severally, the sum of not less than \$284,852.87 and as to Aguilar alone the sum of not less than \$739,967.87 collectively constituting the Aguilar Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment.

THIRD CLAIM FOR RELIEF

(Turnover of Receivership Property – As to All Defendants)

82. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 73, inclusive, and by reference thereto, incorporates the same herein as though more fully set forth at length.

83. Plaintiff is informed and believes and thereon alleges that funds and assets comprising the Subject Transfers received by the defendant, and each of them, constitute transfers from the Receivership Defendants of ill-gotten gains and the proceeds of illegal and fraudulent activities obtained in violation of applicable law, including without limitation the FTC Act, and the FTC rules and regulations and applicable Kentucky state consumer protection laws.

84. The funds and payments comprising the Subject Transfers received by the defendants, and each of them, constitute property of the receivership estate which the defendants, and each of them, are required to turn over to Plaintiff as the Receiver pursuant to the Receivership Orders.

85. There is now due and owing from the defendants, and each of them, the following:

A. As to defendant Armenta, the sum of not less than \$851,097.60 constituting the Armenta Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

B. As to defendants DiGrandi and DJB, jointly and severally, the sum of not less than \$995,804.75 constituting the DiGrandi Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

C. As to defendants Jordan and Imaginext, jointly and severally, the sum of not less than \$1,125,618.41 constituting the Jordan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

D. As to defendants Misenheimer and MB Team, jointly and severally, the sum of not less than \$1,273,858.69 constituting the Misenheimer Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

E. As to defendants Morton and Anover, jointly and severally, the sum of not less than \$10,776,702.02 constituting the Morton Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

F. As to defendant Rivera, the sum of not less than \$929,226.25 constituting the Rivera Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

G. As to defendants Walker and Global Wealth, jointly and severally, the sum of not less than \$1,029,595.65 and as to Walker alone the sum of not less than \$89,305.42 collectively constituting the Walker Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

H. As to defendants Frank and SJ Inc., jointly and severally, the sum of not less than \$838,814.47, and as to Frank alone the sum of not less than \$502,186.05 collectively constituting the Frank Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

I. As to defendants McMahon and Blessed Life, jointly and severally, the sum of not less than \$443,573.71 and as to McMahon alone the sum of not less than \$1,201,970.67 collectively constituting the McMahon Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

J. As to defendant McNinch, the sum of not less than \$2,836,462.61 constituting the McNinch Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

K. As to defendants Mullens and Catch the Vision, jointly and severally, the sum of not less than \$1,201,788.36 and as to Mullens alone the sum of not less than \$21,916.22 collectively constituting the Mullens Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

L. As to defendants Rowland and TA Inc., jointly and severally, the sum of not less than \$4,127,637.89 and as to Rowland alone the sum of \$2,001,263.99 collectively constituting the Rowland Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or

transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

M. As to defendants Aguilar and Team Solo, jointly and severally, the sum of not less than \$284,852.87 and as to Aguilar alone the sum of not less than \$739,967.87 collectively constituting the Aguilar Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment.

86. Defendants, and each of them, wrongfully refuse to turn over said sums set forth in paragraph 84 to the receivership estate and the Plaintiff despite wrongfully obtaining said funds and despite Plaintiff's demand therefor.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment/Constructive Trust – As to All Defendants)

87. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 73, inclusive, and by reference thereto incorporates the same herein as though more fully set forth at length.

88. Plaintiff is informed and believes and thereon alleges that prior to the commencement of the receivership, the defendants, and each of them, received the Subject Transfers from the Receivership Defendants, and that the source of payment of the Subject Transfers were funds paid by Injured Consumers to the Receivership Defendants.

89. Plaintiff is informed and believes and thereon alleges that the funds transferred to defendant comprising the Subject Transfers as alleged hereinabove constitute ill-gotten gains and the proceeds of illegal and fraudulent activities obtained in violation of applicable law, including without limitation the FTC Act, the FTC rules and regulations and applicable Kentucky consumer protection statutes, which rightfully belong to the receivership estate for the benefit of the claimants against the receivership estate, including without limitation the Injured Consumers,

the FTC, the Commonwealth of Kentucky, the State of Illinois and/or the State of North Carolina, and the retention of which would leave defendant unjustly enriched.

90. Plaintiff is informed and believes and thereon alleges that the defendants, and each of them, have retained the Subject Transfers which equity and good conscience demand should be returned to the Receiver on behalf of the receivership estate of the Receivership Defendants for payment to their creditors despite Plaintiff's demand for return of the value of the Subject Transfers to the receivership estate.

91. Plaintiff is entitled to the imposition of a constructive trust against the defendants, and each of them, as follows:

A. For imposition of a constructive trust determining that defendant Armenta is deemed to hold, as constructive trustee, for the benefit of Plaintiff, the sum of not less than \$851,097.60 constituting the Armenta Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

B. For imposition of a constructive trust determining that defendants DiGrandi and DJB, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$995,804.75 constituting the DiGrandi Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

C. For imposition of a constructive trust determining that defendants Jordan and Imaginext, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,125,618.41 constituting the Jordan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or

date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

D. For imposition of a constructive trust determining that defendants Misenheimer and MB Team, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,273,858.69 constituting the Misenheimer Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

E. For imposition of a constructive trust determining that defendants Morton and Anover, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$10,776,702.02 constituting the Morton Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

F. For imposition of a constructive trust deeming that defendant Rivera is deemed to hold, as constructive trustee, for the benefit of Plaintiff, the sum of not less than \$929,226.25 constituting the Rivera Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

G. For imposition of a constructive trust determining that defendants Walker and Global Wealth, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,029,595.65 and as to Walker alone the sum of not less than \$89,305.42 collectively constituting the Walker Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each

payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

H. For imposition of a constructive trust determining that defendants Frank and SJ Inc., jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$838,814.47, and as to Frank alone the sum of not less than \$502,186.05 collectively constituting the Frank Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

I. For imposition of a constructive trust determining that defendants McMahon and Blessed Life, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$443,573.71 and as to McMahon alone the sum of not less than \$1,201,970.67 collectively constituting the McMahon Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

J. For imposition of a constructive trust determining that defendant McNinch is deemed to hold, as constructive trustee, for the benefit of Plaintiff, the sum of not less than \$2,836,462.61 constituting the McNinch Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

K. For imposition of a constructive trust determining that defendants Mullens and Catch the Vision, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,201,788.36 and as to Mullens alone the sum of

not less than \$21,916.22 collectively constituting the Mullens Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

L. For imposition of a constructive trust determining that defendants Rowland and TA Inc., jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$4,127,637.89 and as to Rowland alone the sum of \$2,001,263.99 collectively constituting the Rowland Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

M. For imposition of a constructive trust determining that defendants Aguilar and Team Solo, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$284,852.87 and as to Aguilar alone the sum of not less than \$739,967.87 collectively constituting the Aguilar Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment.

92. Defendants, and each of them, wrongfully refuse to turn over said sums to the receivership estate and the Plaintiff despite wrongfully obtaining said funds and despite Plaintiff's demand therefor.

FIFTH CLAIM FOR RELIEF

(Alter Ego – Piercing the Corporate Veil – As to Defendants DJB, DiGrandi, Imaginext, Jordan, MB Team, Misenheimer, Anover, Morton, Global Wealth, Walker, SJ Inc., Frank, Blessed Life, McMahon, Catch and Vision, Mullens, TA Inc., Rowland, Team Solo and Aguilar)

93. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 73, inclusive, and by reference thereto incorporates the same herein as though more fully set forth at length.

94. Plaintiff is informed and believes and thereon alleges that certain of the individual defendants as hereinafter set forth are the alter egos of certain of the corporate defendants which they own, dominate and control under the standards set forth by the Kentucky Supreme Court in *Inter-Tel Technologies, Inc. v. Linn Station Properties, LLC*, 360 S.W.3d 152 (Sup. Ct. Ky. 2012) and other decisions:

A. As to DiGrandi, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto DiGrandi was and is the alter ego of defendant DJB in that, *inter alia* (1) DJB had grossly inadequate capital; (2) DJB was a shell company with no assets and no business operations and/or no employees other than DiGrandi and as to which the sole purpose was to receive and transfer payments to or for the benefit of DiGrandi; (3) DJB failed to observe formal legal requirements for the conduct of business of a corporation; (4) DJB and DiGrandi disregarded the separate corporate existence of DJB; and (5) DJB was owned, dominated and controlled by DiGrandi who operated DJB for her personal benefit;

B. As to Jordan, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Jordan was and is the alter ego of defendant Imaginext in that, *inter alia* (1) Imaginext had grossly inadequate capital; (2) Imaginext was a shell company with no assets and no business operations and/or employees other than Jordan and as to which the sole purpose was to receive and transfer payments to or for the benefit of Jordan; (3) Imaginext failed to observe

formal legal requirements for the conduct of business of a corporation; (4) Imaginext and Jordan disregarded the separate corporate existence of Imaginext; and (5) Imaginext was owned, dominated and controlled by Jordan who operated Imaginext for his personal benefit;

C. As to Misenheimer, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Misenheimer was and is the alter ego of defendant MB Team in that, *inter alia* (1) MB Team had grossly inadequate capital; (2) MB Team was a shell company with no assets and no business operations and/or employees other than Misenheimer and as to which the sole purpose was to receive and transfer payments to or for the benefit of Misenheimer; (3) MB Team failed to observe formal legal requirements for the conduct of business of a corporation; (4) MB Team and Misenheimer disregarded the separate corporate existence of MB Team; and (5) MB Team was owned, dominated and controlled by Misenheimer who operated MB Team for his personal benefit;

D. As to Morton, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Morton was and is the alter ego of defendant Anover in that, *inter alia* (1) Anover had grossly inadequate capital; (2) Anover was a shell company with no assets and no business operations and/or employees other than Morton and as to which the sole purpose was to receive and transfer payments to or for the benefit of Morton; (3) Anover failed to observe formal legal requirements for the conduct of business of a corporation; (4) Anover and Morton disregarded the separate corporate existence of Anover; and (5) Anover was owned, dominated and controlled by Morton who operated Anover for his personal benefit;

E. As to Walker, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Walker was and is the alter ego of defendant Global Wealth in that, *inter alia* (1) Global Wealth had grossly inadequate capital; (2) Global Wealth was a shell company with no assets and no business operations and/or employees other than Walker and as to which the sole purpose was to receive and transfer payments to or for the benefit of Walker; (3) Global Wealth failed to observe formal legal requirements for the conduct of business of a corporation; (4) Global Wealth and Walker disregarded the separate corporate existence of Global Wealth;

and (5) Global Wealth was owned, dominated and controlled by Walker who operated Global Wealth for his personal benefit;

F. As to Frank, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Frank was and is the alter ego of defendant SJ Inc. in that, *inter alia* (1) SJ Inc. had grossly inadequate capital; (2) SJ Inc. was a shell company with no assets and no business operations and/or employees other than Frank and as to which the sole purpose was to receive and transfer payments to or for the benefit of Frank; (3) SJ Inc. failed to observe formal legal requirements for the conduct of business of a corporation; (4) SJ Inc. and Frank disregarded the separate corporate existence of SJ Inc.; and (5) SJ Inc. was owned, dominated and controlled by Frank who operated SJ Inc. for her personal benefit;

G. As to McMahon, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto McMahon was and is the alter ego of defendant Blessed Life in that, *inter alia* (1) Blessed Life had grossly inadequate capital; (2) Blessed Life was a shell company with no assets and no business operations and/or employees other than McMahon and as to which the sole purpose was to receive and transfer payments to or for the benefit of McMahon; (3) Blessed Life failed to observe formal legal requirements for the conduct of business of a corporation; (4) Blessed Life and McMahon disregarded the separate corporate existence of Blessed Life; and (5) Blessed Life was owned, dominated and controlled by McMahon who operated Blessed Life for her personal benefit;

H. As to Mullens, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Mullens was and is the alter ego of defendant Catch the Vision in that, *inter alia* (1) Catch the Vision had grossly inadequate capital; (2) Catch the Vision was a shell company with no assets and no business operations and/or employees other than Mullens and as to which the sole purpose was to receive and transfer payments to or for the benefit of Mullens; (3) Catch the Vision failed to observe formal legal requirements for the conduct of business of a corporation; (4) Catch the Vision and Mullens disregarded the separate corporate existence of

Catch the Vision; and (5) Catch the Vision was owned, dominated and controlled by Mullens who operated Catch the Vision for his personal benefit;

I. As to Rowland, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Rowland was and is the alter ego of defendant TA Inc. in that, *inter alia* (1) TA Inc. had grossly inadequate capital; (2) TA Inc. was a shell company with no assets and no business operations and/or employees other than Rowland and as to which the sole purpose was to receive and transfer payments to or for the benefit of Rowland; (3) TA Inc. failed to observe formal legal requirements for the conduct of business of a corporation; (4) TA Inc. and Rowland disregarded the separate corporate existence of TA Inc.; and (5) TA Inc. was owned, dominated and controlled by Rowland who operated TA Inc. for his personal benefit; and

J. As to Aguilar, Plaintiff is informed and believes and thereon alleges that at all times relevant hereto Aguilar was and is the alter ego of defendant Team Solo in that, *inter alia* (1) Team Solo had grossly inadequate capital; (2) Team Solo was a shell company with no assets and no business operations and/or employees other than Aguilar and as to which the sole purpose was to receive and transfer payments to or for the benefit of Aguilar; (3) Team Solo failed to observe formal legal requirements for the conduct of business of a corporation; (4) Team Solo and Aguilar disregarded the separate corporate existence of Team Solo; and (5) Team Solo was owned, dominated and controlled by Aguilar who operated Team Solo for his personal benefit.

95. Plaintiff contends that under the circumstances a judgment should be entered piercing the corporate veil of the following corporate defendants and relief granted against such corporate defendants and the individual defendants who are their alter egos as follows:

A. As to DJB and DiGrandi, that DiGrandi is the alter ego of DJB, that the facts and circumstances warrant the Court piercing the corporate veil of DJB and that DiGrandi shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against DJB;;

B. As to Imaginext and Jordan, that Jordan is the alter ego of Imaginext, that the facts and circumstances warrant the Court piercing the corporate veil of Imaginext and that

Jordan shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Imaginext;

C. As to MB Team and Misenheimer, that Misenheimer is the alter ego of MB Team, that the facts and circumstances warrant the Court piercing the corporate veil of MB Team and that Misenheimer shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against MB Team;

D. As to Anover and Morton, that Morton is the alter ego of Anover, that the facts and circumstances warrant the Court piercing the corporate veil of Anover and that Morton shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Anover;

E. As to Global Wealth and Walker, that Walker is the alter ego of Global Wealth, that the facts and circumstances warrant the Court piercing the corporate veil of Global Wealth and that Walker shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Global Wealth;

F. As to SJ Inc. and Frank, that Frank is the alter ego of SJ Inc., that the facts and circumstances warrant the Court piercing the corporate veil of SJ Inc. and that Frank shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against SJ Inc.;

G. As to Blessed Life and McMahon, that McMahon is the alter ego of Blessed Life, that McMahon the facts and circumstances warrant the Court piercing the corporate veil of Blessed Life and that McMahon shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Blessed Life;

H. As to Catch the Vision and Mullens, that Mullens is the alter ego of Catch the Vision, that the facts and circumstances warrant the Court piercing the corporate veil of Catch the Vision and that Mullens shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Catch the Vision;

I. As to TA Inc. and Rowland, that Rowland is the alter ego of TA Inc., that the facts and circumstances warrant the Court piercing the corporate veil of TA Inc. and that Rowland shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against TA Inc.; and

J. As to Team Solo and Aguilar, that Aguilar is the alter ego of Team Solo, that the facts and circumstances warrant the Court piercing the corporate veil of Team Solo and that Aguilar shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Team Solo.

WHEREFORE, Plaintiff prays for entry of judgment against defendants, and each of them, as follows:

I. AS TO THE FIRST, SECOND, and THIRD CLAIMS FOR RELIEF against the defendants, and each of them, as follows:

A. As to defendant Armenta, the sum of not less than \$851,097.60 constituting the Armenta Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

B. As to defendants DiGrandi and DJB, jointly and severally, the sum of not less than \$995,804.75 constituting the DiGrandi Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

C. As to defendants Jordan and Imaginext, jointly and severally, the sum of not less than \$1,125,618.41 constituting the Jordan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

D. As to defendants Misenheimer and MB Team, jointly and severally, the sum of not less than \$1,273,858.69 constituting the Misenheimer Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

E. As to defendants Morton and Anover, jointly and severally, the sum of not less than \$10,776,702.02 constituting the Morton Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

F. As to defendant Rivera, the sum of not less than \$929,226.25 constituting the Rivera Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

G. As to defendants Walker and Global Wealth, jointly and severally, the sum of not less than \$1,029,595.65 and as to Walker alone the sum of not less than \$89,305.42 collectively constituting the Walker Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

H. As to defendants Frank and SJ Inc., jointly and severally, the sum of not less than \$838,814.47, and as to Frank alone the sum of not less than \$502,186.05 collectively constituting the Frank Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or

transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

I. As to defendants McMahon and Blessed Life, jointly and severally, the sum of not less than \$443,573.71 and as to McMahon alone the sum of not less than \$1,201,970.67 collectively constituting the McMahon Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

J. As to defendant McNinch, the sum of not less than \$2,836,462.61 constituting the McNinch Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

K. As to defendants Mullens and Catch the Vision, jointly and severally, the sum of not less than \$1,201,788.36 and as to Mullens alone the sum of not less than \$21,916.22 collectively constituting the Mullens Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

L. As to defendants Rowland and TA Inc., jointly and severally, the sum of not less than \$4,127,637.89 and as to Rowland alone the sum of \$2,001,263.99 collectively constituting the Rowland Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

M. As to defendants Aguilar and Team Solo, jointly and severally, the sum of not less than \$284,852.87 and as to Aguilar alone the sum of not less than \$739,967.87 collectively

constituting the Aguilar Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

2. AS TO THE FOURTH CLAIM FOR RELIEF against defendants, and each of them, as follows:

A. For imposition of a constructive trust determining that defendant Armenta is deemed to hold, as constructive trustee, for the benefit of Plaintiff, the sum of not less than \$851,097.60 constituting the Armenta Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

B. For imposition of a constructive trust determining that defendants DiGrandi and DJB, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$995,804.75 constituting the DiGrandi Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

C. For imposition of a constructive trust determining that defendants Jordan and Imaginext, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,125,618.41 constituting the Jordan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

D. For imposition of a constructive trust determining that defendants Misenheimer and MB Team, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,273,858.69 constituting the Misenheimer Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

E. For imposition of a constructive trust determining that defendants Morton and Anover, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$10,776,702.02 constituting the Morton Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

F. For imposition of a constructive trust deeming that defendant Rivera is deemed to hold, as constructive trustee, for the benefit of Plaintiff, the sum of not less than \$929,226.25 constituting the Rivera Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

G. For imposition of a constructive trust determining that defendants Walker and Global Wealth, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,029,595.65 and as to Walker alone the sum of not less than \$89,305.42 collectively constituting the Walker Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry

of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

H. For imposition of a constructive trust determining that defendants Frank and SJ Inc., jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$838,814.47, and as to Frank alone the sum of not less than \$502,186.05 collectively constituting the Frank Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

I. For imposition of a constructive trust determining that defendants McMahan and Blessed Life, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$443,573.71 and as to McMahan alone the sum of not less than \$1,201,970.67 collectively constituting the McMahan Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

J. For imposition of a constructive trust determining that defendant McNinch is deemed to hold, as constructive trustee, for the benefit of Plaintiff, the sum of not less than \$2,836,462.61 constituting the McNinch Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

K. For imposition of a constructive trust determining that defendants Mullens and Catch the Vision, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$1,201,788.36 and as to Mullens alone the sum of not less than \$21,916.22 collectively constituting the Mullens Transfers, according to proof at

trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment;

L. For imposition of a constructive trust determining that defendants Rowland and TA Inc., jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$4,127,637.89 and as to Rowland alone the sum of \$2,001,263.99 collectively constituting the Rowland Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

M. For imposition of a constructive trust determining that defendants Aguilar and Team Solo, jointly and severally, are deemed to hold, as constructive trustees, for the benefit of Plaintiff, the sum of not less than \$284,852.87 and as to Aguilar alone the sum of not less than \$739,967.87 collectively constituting the Aguilar Transfers, according to proof at trial or at the time of entry of judgment, plus interest thereon at the legal rate from the date of each payment or transfer until such payments or transfers are repaid to Plaintiff in full or date of entry of judgment, whichever occurs first, according to proof at trial or at the time of entry of judgment; and

3. AS TO THE FIFTH CLAIM FOR RELIEF as to defendants DJB, DiGrandi, Imaginext, Jordan, MB Team, Misenheimer, Anover, Morton, Global Wealth, Walker, SJ Inc., Frank, Blessed Life, McMahon, Catch and Vision, Mullens, TA Inc., Rowland, Team Solo and Aguilar:

A. As to DJB and DiGrandi, that DiGrandi is the alter ego of DJB, that the facts and circumstances warrant the Court piercing the corporate veil of DJB and that DiGrandi shall be

personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against DJB;;

B. As to Imaginext and Jordan, that Jordan is the alter ego of Imaginext, that the facts and circumstances warrant the Court piercing the corporate veil of Imaginext and that Jordan shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Imaginext;

C. As to MB Team and Misenheimer, that Misenheimer is the alter ego of MB Team, that the facts and circumstances warrant the Court piercing the corporate veil of MB Team and that Misenheimer shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against MB Team;

D. As to Anover and Morton, that Morton is the alter ego of Anover, that the facts and circumstances warrant the Court piercing the corporate veil of Anover and that Morton shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Anover;

E. As to Global Wealth and Walker, that Walker is the alter ego of Global Wealth, that the facts and circumstances warrant the Court piercing the corporate veil of Global Wealth and that Walker shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Global Wealth;

F. As to SJ Inc. and Frank, that Frank is the alter ego of SJ Inc., that the facts and circumstances warrant the Court piercing the corporate veil of SJ Inc. and that Frank shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against SJ Inc.;

G. As to Blessed Life and McMahon, that McMahon is the alter ego of Blessed Life, that McMahon the facts and circumstances warrant the Court piercing the corporate veil of Blessed Life and that McMahon shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Blessed Life;

H. As to Catch the Vision and Mullens, that Mullens is the alter ego of Catch the Vision, that the facts and circumstances warrant the Court piercing the corporate veil of Catch the Vision and that Mullens shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Catch the Vision;

I. As to TA Inc. and Rowland, that Rowland is the alter ego of TA Inc., that the facts and circumstances warrant the Court piercing the corporate veil of TA Inc. and that Rowland shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against TA Inc.; and

J. As to Team Solo and Aguilar, that Aguilar is the alter ego of Team Solo, that the facts and circumstances warrant the Court piercing the corporate veil of Team Solo and that Aguilar shall be personally liable for any and all monetary or other judgment or relief granted herein in favor of Plaintiff and against Team Solo.

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4. AS TO ALL CLAIMS FOR RELIEF:
 - A. For costs of suit herein incurred; and
 - B. For such other and further relief as this Court may deem just and proper.

DATED: August 11, 2014

McKENNA LONG & ALDRIDGE LLP

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DATED: August 11, 2014

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