UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____

JONATHAN E. PERLMAN, ESQ.,
as court appointed Receiver,

Plaintiff

v.

AMERICAN EXPRESS CENTURION BANK,
AMERICAN EXPRESS TRAVEL RELATED SERVICES CO., INC.,
AMERICAN EXPRESS BANK, FSB, and
AMERICAN EXPRESS COMPANY,

Defendants.
_____/

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Jonathan E. Perlman, the court-appointed Receiver ("Receiver") of the Receivership Entities,[1] sues American Express Centurion Bank, American Express Travel Related Services Co., Inc., American Express Bank, FSB and American Express Company (collectively, "AMEX" or "Defendants") and alleges:

[1] Receivership Entities are Financial Freedom National, Inc. f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc. d/b/a 321 Loans, Instahelp America, Inc., Helping America Group, United Financial Support, Breeze Financial Solutions, 321Financial Education, Credit Health Plan, Credit Specialists of America, American Advocacy Alliance, and Associated Administrative Services, 321Loans, Inc., f/k/a 321 Loans, Inc. d/b/a 321Financial, Inc., Instahelp America, Inc. f/k/a Helping America Team, Inc. d/b/a Helping America Group, Breeze Financial Solutions, Inc. d/b/a Credit Health Plan and Credit Maximizing Program, US Legal Club, LLC, Active Debt Solutions, LLC f/k/a Active Debt Solutions, Inc. d/b/a Guardian Legal Center, Guardian LG, LLC d/b/a Guardian Legal Group, American Credit Security, LLC f/k/a America Credit Shield, LLC, Paralegal Support Group LLC f/k/a Paralegal Support LLC, Associated Administrative Services, LLC d/b/a Jobfax, Cockburn & Associate LLC, JLMJP Pompano, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., Omni Management Partners, LLC, Nantucket Cove of Illinois, LLC, Discount Marketing USA, S.A., Viking Management Services, LLC, White Light Media LLC, Blue42, LLC, National Arms, LLC, and 110 Glouchester St., LLC, and their divisions, subsidiaries, affiliates, predecessors, successors, and assigns.

PARTIES, JURISDICTION AND VENUE

1. The Receiver was appointed Permanent Receiver of the Receivership Entities by the United States District Court for the Southern District of Florida in an Order dated May 17, 2017 (the "Receivership Order") in the action styled *Federal Trade Commission, et al. v. Jeremy Lee Marcus, et al.*, Case No. 17-60907-CIV-MORENO (the "Enforcement Case").

2. The Receivership Order authorizes and directs the Receiver to "institute…such actions or proceedings in state, federal, or foreign courts that the Receiver deems necessary and advisable to preserve or recover the assets of the Receivership [Entities] or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under [the] Order."

3. This Court has jurisdiction over each of the Defendants under 28 U.S.C. §§754 and 1692 and has subject matter jurisdiction over this matter under 28 U.S.C. §§754, 1367 and 1692. Venue is proper in this Court.

FACTS COMMON TO ALL COUNTS

4. On May 8, 2017, the Federal Trade Commission ("FTC") and the Office of the Attorney General, State of Florida, Department of Legal Affairs ("State of Florida") filed the Enforcement Case, alleging that Jeremy Lee Marcus ("Marcus") and others engaged in a scheme to bilk consumers of millions of dollars through phony loans and debt-relief services in violation of state and federal law.

5. On May 9, 2017, the judge in the Enforcement Case entered a preliminary injunction appointing the Receiver as Temporary Receiver over eleven originally-named Receivership Entities (the "Receivership Defendants"). After an evidentiary hearing, the judge in the Enforcement Case found that the FTC and State of Florida had established a substantial likelihood of success on the merits and, on May 17, 2017, appointed the Receiver as Permanent

Receiver over the Receivership Defendants and "their affiliates, subsidiaries, divisions, or sales or customer service operations, wherever located, with the full power of an equity receiver."

6. Upon being appointed, the Receiver, through his professionals, conducted an investigation of the Receivership Defendants' businesses and affairs. He secured the Receivership Defendants' physical offices and information systems (e-mail, file storage, telephone, and accounting), interviewed and deposed Marcus, interviewed dozens of the Receivership Defendants' employees, vendors, and outside professionals, and conducted a forensic accounting of the Receivership Defendants' businesses and assets.

7. The Receiver's investigation confirmed that material allegations of the FTC and State of Florida against Marcus and his cohorts were correct.

8. The judge presiding over the Enforcement Case entered orders on July 31, 2017, March 16, 2018, and August 24, 2018, expanding the Receivership Order to include all of the Receivership Entities.

9. In April 2018, Marcus stipulated to entry of a permanent injunction barring him from engaging in telemarketing or providing debt relief/credit repair or financial services or products, and Marcus stipulated to entry of a monetary judgment against him in the amount of $85,326,648.45. In addition, a final default judgment totaling $85,663,556.61 was entered in the Enforcement Case against certain of the Receivership Entities, including those which made transfers to the Defendants.

The Underlying Scheme

10. Between 2013 and May 2017, Marcus orchestrated a phony debt relief scheme that extracted more than $85 million from thousands of consumers using 142 internet domain names and 440 direct-dial phone numbers.

11. Through a nationwide enterprise of 85 entities, Marcus employed telemarketers to misrepresent to consumers that the touted debt relief service would provide low-interest loans to pay off consumers' debt, sometimes falsely claiming that such low rates were available because the Receivership Entities were non-profit companies. Many consumers stated that the claimed non-profit status bolstered the scheme's credibility and made it seem legitimate; in reality, all of the entities involved in the scheme acted for-profit, albeit unlawfully.

12. The Receivership Entities also falsely told consumers that their unsecured debts would be settled, or payment terms modified to reduce balances, interest rates, or fees. Consumers made an immediate payment, in violation of federal law, plus additional monthly payments in amounts ranging from $200 to $1,000 or more, primarily through automated ACH debits from consumers' checking accounts. Consumers believed this money was and would be used to resolve their debts.

13. In reality, consumers did not receive any loans to pay off unsecured debts; nor were consumer debts typically negotiated, settled, or resolved, despite the monthly payments being taken from consumers' checking accounts.

14. Many consumers had worked for years with prior debt-relief providers and saved thousands of dollars in escrow accounts to negotiate with their unsecured creditors before falling victim to Marcus' scheme. The Receivership Entities falsely told many of these consumers that they were taking over servicing of the consumer's pre-existing debt relief accounts. Marcus and the Receivership Entities misappropriated those funds for personal use, including buying a $5 million waterfront home with a 100-foot dock located on Las Olas Boulevard in Ft. Lauderdale.

15. Consumers paid millions of dollars and received little, if anything, in return.

Consumers did not receive debt consolidation loans. Consumers generally did not get their debts paid, settled, or resolved, and they did not see their credit improved. Instead, consumers were left in worse financial positions, some of whom were already in financial distress, elderly or disabled. Some consumers were ultimately sued by their creditors, and even forced into bankruptcy. The losses suffered by consumers exceed $85 million.

16. Marcus often used funds misappropriated from one Receivership Entity to pay operating expenses of another Receivership Entity, including through the AMEX Transfers (as defined later), to maintain the façade of the debt relief business.

Marcus' Use of His Personal AMEX Platinum Card

17. When questioned under oath about the foregoing facts, Marcus refuted none of them and instead invoked his Fifth Amendment privilege against self-incrimination. Before "taking the Fifth," however, Marcus admitted in interviews with the Receiver that he used consumers' funds to acquire property for his own personal benefit and support his lavish lifestyle.

18. At all material times through commencement of the Enforcement Action, Marcus had a personal AMEX Platinum credit card (Account Numbers ending in 4-14008, 4-11004, 4-16003, 4-17001, 4-15005, 4-13000, 4-12002, among others) which included cards of authorized users of Marcus' personal credit card (collectively, the "Personal Platinum Cards").[2]

19. Prior to the commencement of the Enforcement Action, certain of the Receivership Entities, namely, (1) HP Media, Inc., (2) HP Properties Group, Inc., (3) Halfpay International, LLC, (4) Active Debt Solutions, LLC, (5) 321Loans, Inc. (a purported non-profit

[2] Prior to filing suit, the Receiver served the Defendants with subpoenas requesting records relating to Marcus' use of his credit cards. In response, Defendants produced certain documents that were redacted. As such, the Receiver reserves his right, if appropriate, after discovery to amend these claims to assert claims for additional accounts.

entity), (6) Institute for Financial Freedom, Inc. (a non-profit entity), and (7) Paralegal Staff Support, LLC, made transfers to AMEX for the Personal Platinum Cards (collectively, the "AMEX Transfers").

20. As admitted by Marcus, millions of dollars consumers paid to obtain debt relief services were improperly diverted by Marcus for unrelated personal expenses. Specifically, for example, certain of the AMEX Transfers paid for the following: $5,494.80 for a ski village rental; $8,234.52 for two business class tickets to Amsterdam for a vacation; $18,511.75 for the divorce lawyer for Marcus' father; Marcus' personal asset protection lawyer; $11,433.89 for an attorney to negotiate Marcus' pre-nuptial agreement, $14,575.00 for drapes for Marcus' home and $14,033.50 to the Seminole Hard Rock Casino for gambling cash advances. All of these represent improper diversions of consumer funds that provided no benefit or value to the Receivership Entities.

21. Marcus did not make the AMEX Transfers to AMEX from his personal bank account or from personal funds. Instead, the AMEX Transfers came directly from the Receivership Entities. For years, the corporate Receivership Entities, some of which purported to be not-for-profit, paid Defendants millions of dollars on Marcus' personal accounts.

Avoidance and Recovery of Fraudulent Transfers Pursuant to Chapter 726 of The Florida Statutes

22. The Receiver re-alleges paragraphs 1 through 21 as if fully set forth herein.

23. This is an action under the Florida Uniform Fraudulent Transfer Act, Chapter 726 of the Florida Statutes ("FUFTA") to avoid and recover fraudulent transfers (the AMEX Transfers) made from the Receivership Entities to AMEX.

24. At all material times through commencement of the Enforcement Action, Marcus used the Personal Platinum Cards.

25. Throughout this time period, certain of the Receivership Entities, namely; (1) HP Media, Inc., (2) HP Properties Group, Inc., (3) Halfpay International, LLC, (4) Active Debt Solutions, LLC, (5) 321Loans, Inc., (6) Institute for Financial Freedom, Inc., and (7) Paralegal Staff Support, LLC, made transfers to AMEX to pay balances on the Personal Platinum Cards.

26. Marcus misappropriated and misdirected funds from the Receivership Entities, including by making AMEX Transfers. The Receivership Entities were required to use funds received from consumers to provide debt-relief services as promised to consumers.

27. Marcus also commingled funds from the different Receivership Entities and used the commingled funds for personal gain (i.e., to purchase expensive luxury items and travel for himself, relatives, and insiders). The AMEX Transfers for Marcus' personal expenses provided no benefit to the Receivership Entities.

28. Each time Marcus engineered an AMEX Transfer or other transfer of Receivership Entity assets for an unauthorized purpose, he harmed the Receivership Entity-transferor by converting and transferring assets rightfully belonging to the Receivership Entity in breach of Marcus' fiduciary duties. With each such transfer, the Receivership Entity-transferor obtained a "claim" against Marcus, because a "claim" under FUFTA is "any right to payment," including a contingent, legal, or equitable right to payment. As such, the Receiver, standing in the shoes of the Receivership Entity-transferor, is a "creditor" of Marcus as defined by FUFTA, and is entitled to recover any transfer of assets controlled by Marcus which could have been applied to satisfy the Receivership Entity-transferor's claim, including the very funds being transferred, *i.e.*, the AMEX Transfers.

29. Further, each AMEX Transfer reduced the funds available to satisfy the Receivership Entity-transferors' claims, which hindered and delayed the Receivership Entity-

transferors' ability to satisfy their claims.

30. Each AMEX Transfer also harmed defrauded consumers, who held tort claims against the Receivership Entities as a result of the scheme, which claims could have been satisfied from the assets of the Receivership Entity-transferors had those assets not been transferred through the AMEX Transfers. Thus, the AMEX Transfers reduced the assets available to satisfy defrauded consumers and thereby hindered and delayed consumers' ability to satisfy their tort claims.

31. As reflected in more detail on the schedule attached hereto as Exhibit "A", the Receivership Entities made AMEX Transfers in the aggregate amount of $5,293,028.20, in furtherance of the scheme and Marcus' diversion of assets from the Receivership Entities:

Transferor	Bank	Account Number	Amount
HP Media, Inc.	JPMorgan Chase	0803	$233,505.96
HP Properties Group, Inc.	JPMorgan Chase	1621	$86,467.18
HP Properties Group, Inc.	JPMorgan Chase	3856	$255,033.34
HP Properties Group, Inc.	Bank of America	0722	$96,406.36
Halfpay International, LLC	City National Bank of Florida	9987	$999,574.02
Active Debt Solutions LLC	SunTrust Bank	1583	$147,154.80
321Loans, Inc.	SunTrust Bank	6632	$622,266.08
Active Debt Solutions LLC	PNC Bank	8865	$1,668,183.20
Institute for Financial Freedom, Inc.	TDBank	4080	$200,000.00
Paralegal Staff Support, LLC	Bank of America	9198	$541,342.62
Halfpay International, LLC	Bank of America	7396	$388,262.05
Institute for Financial Freedom, Inc.	Bank of America	8861	$54,832.59
		Total	**$5,293,028.20**

32. AMEX received transfers in the aggregate amount of at least $5,293,028.20 while, at a minimum, on inquiry notice of Marcus' suspicious, wrongful, fraudulent or criminal activity and while having at least constructive knowledge of such unlawful activity.

33. Under FUFTA, the Receiver as a creditor may avoid the AMEX Transfers as fraudulent transfers and recover their value from AMEX because the Receivership Entities:

(A) made the AMEX Transfers in the furtherance of a fraudulent scheme or otherwise with actual intent to hinder, delay, or defraud existing or future creditors, including other Receivership Entities and consumers ; or

(B) received less than a reasonably equivalent value in exchange for the transfers; and (i) were insolvent on the date that the transfers were made or became insolvent as a result of such transfers; or (ii) were engaged in business or a transaction, or were about to engage in business or a transaction, for which their remaining assets were unreasonably small in relation to the business or transaction; or (iii) intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due.

WHEREFORE, the Receiver demands judgment against AMEX: (i) avoiding the AMEX Transfers to AMEX and recovering the amount of those transfers from AMEX; (ii) pre-judgment and post-judgment interest as allowed by law; and (iii) such other and further legal and equitable relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

The Receiver demands a trial by jury as to all facts, issues, and claims that are so triable.

Dated this 3rd day of June 2019.

GENOVESE JOBLOVE & BATTISTA, P.A.
Attorneys for Jonathan E. Perlman, Receiver
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Miami, Florida 33131
Telephone: (305) 349-2300
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By: /s/ Gregory M. Garno
Gregory M. Garno, Esq., FBN 87505
ggarno@gjb-law.com

EXHIBIT "A"
Schedule of AMEX Transfers

Account Name	Bank ID #	Statement Clearing Date	USD Disbursements
Halfpay International, LLC	BOA-7396	10/23/2014	$ 150,000.00
Halfpay International, LLC	BOA-7396	10/24/2014	$ 10,000.00
Halfpay International, LLC	BOA-7396	10/24/2014	$ 20,000.00
Halfpay International, LLC	BOA-7396	12/18/2014	$ 100,000.00
Institute for Financial Freedom Inc.	BOA 8861	02/27/2015	$ 54,832.59
Halfpay International, LLC	BOA-7396	03/09/2015	$ 108,262.05
Paralegal Staff Support LLC	BOA 9198	04/02/2015	$ 143,974.92
Paralegal Staff Support LLC	BOA 9198	04/21/2015	$ 93,810.86
Paralegal Staff Support LLC	BOA 9198	05/08/2015	$ 153,305.83
Paralegal Staff Support LLC	BOA 9198	05/26/2015	$ 150,251.01
Institute for Financial Freedom Inc.	TD 4080	06/22/2015	$ 200,000.00
Active Debt Solutions LLC	PNC 8865	7/15/2015	$ 274,326.00
Active Debt Solutions LLC	PNC 8865	08/11/2015	$ 261,855.00
Active Debt Solutions LLC	PNC 8865	08/24/2015	$ 105,097.65
Active Debt Solutions LLC	PNC 8865	09/14/2015	$ 238,890.21
Active Debt Solutions LLC	PNC 8865	10/05/2015	$ 190,000.00
Active Debt Solutions LLC	PNC 8865	10/28/2015	$ 220,472.24
Active Debt Solutions LLC	PNC 8865	11/27/2015	$ 244,085.35
Active Debt Solutions LLC	PNC 8865	12/08/2015	$ 71,416.73
321 Loans, Inc.	ST 6632	12/17/2015	$ 175,325.52
Active Debt Solutions LLC	PNC 8865	12/22/2015	$ 62,040.02
321 Loans, Inc.	ST 6632	12/31/2015	$ 43,611.90
321 Loans, Inc.	ST 6632	01/14/2016	$ 74,282.91
321 Loans, Inc.	ST 6632	01/26/2016	$ 106,690.55
321 Loans, Inc.	ST 6632	02/04/2016	$ 100,000.00
321 Loans, Inc.	ST 6632	02/10/2016	$ 122,355.20
Active Debt Solutions LLC	ST 1583	02/22/2016	$ 97,154.80

EXHIBIT "A"
Schedule of AMEX Transfers

Account Name	Bank ID #	Statement Clearing Date	USD Disbursements
Active Debt Solutions LLC	ST 1583	03/11/2016	$ 50,000.00
Halfpay International, LLC	CNB-9987	03/22/2016	$ 104,537.74
Halfpay International, LLC	CNB-9987	04/06/2016	$ 68,500.44
Halfpay International, LLC	CNB-9987	04/28/2016	$ 66,338.91
Halfpay International, LLC	CNB-9987	05/03/2016	$ 55,153.94
Halfpay International, LLC	CNB-9987	05/17/2016	$ 53,646.76
Halfpay International, LLC	CNB-9987	05/27/2016	$ 53,767.31
Halfpay International, LLC	CNB-9987	06/14/2016	$ 72,893.43
Halfpay International, LLC	CNB-9987	06/21/2016	$ 27,784.02
Halfpay International, LLC	CNB-9987	07/11/2016	$ 49,718.70
Halfpay International, LLC	CNB-9987	07/22/2016	$ 30,137.48
Halfpay International, LLC	CNB-9987	08/04/2016	$ 39,173.16
Halfpay International, LLC	CNB-9987	08/16/2016	$ 39,387.89
Halfpay International, LLC	CNB-9987	08/23/2016	$ 24,000.82
Halfpay International, LLC	CNB-9987	08/31/2016	$ 62,544.53
Halfpay International, LLC	CNB-9987	09/09/2016	$ 34,216.08
Halfpay International, LLC	CNB-9987	09/27/2016	$ 67,772.81
Halfpay International, LLC	CNB-9987	10/04/2016	$ 150,000.00
HP Properties Group, Inc.	BOA-0722	10/28/2016	$ 63,406.36
HP Properties Group, Inc.	BOA-0722	11/10/2016	$ 33,000.00
HP Properties Group, Inc.	Chase-3856	11/23/2016	$ 78,218.89
HP Properties Group, Inc.	Chase-3856	12/7/2016	$ 53,569.00
HP Properties Group, Inc.	Chase-3856	12/19/2016	$ 62,278.50
HP Properties Group, Inc.	Chase-3856	1/3/2017	$ 60,966.95
HP Properties Group, Inc.	Chase-1621	1/17/2017	$ 65,264.46
HP Properties Group, Inc.	Chase-1621	1/25/2017	$ 21,202.72
HP Media, Inc.	Chase-0803	2/23/2017	$ 140,784.46
HP Media, Inc.	Chase-0803	3/13/2017	$ 56,539.07
HP Media, Inc.	Chase-0803	3/23/2017	$ 14,271.27
HP Media, Inc.	Chase-0803	04/20/2017	$ 21,911.16
			$ 5,293,028.20

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS Jonathan E. Perlman, Esq., as court appointed Receiver,

DEFENDANTS American Express Centurion Bank, American Express Travel Related Services Co., Inc. et al

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

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

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

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

Gregory M. Garno, Esq., Genovese Joblove & Battista, P.A., 100 SE 2nd Street, Suite 4400, Miami, FL 33131

Attorneys *(If Known)*

(d) Check County Where Action Arose: ☐ MIAMI- DADE ☐ MONROE ☒ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

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

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

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

(For Diversity Cases Only)

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

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence

Other:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee – Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent – Abbreviated New Drug Application
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729 (a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed **(See VI below)** ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district *(specify)* ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation – Direct File ☐ 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case ☐YES ☐NO b) Related Cases ☑YES ☐NO

JUDGE: Judge Moreno/Seltzer **DOCKET NUMBER:** 0:17-cv-60907-FAM

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause *(Do not cite jurisdictional statutes unless diversity)*:
28 USC 754- Fraudulent Transfer Action brought by a Federal Equity Receiver

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE 6/3/19

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JONATHAN E. PERLMAN, ESQ. as court appointed Receiver, *Plaintiff(s)*	)	
v.	)	Civil Action No.
AMERICAN EXPRESS CENTURION BANK, AMERICAN EXPRESS TRAVEL RELATED SERVICES CO., INC., AMERICAN EXPRESS BANK, FSB, AMERICAN EXPRESS COMPANY, *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

American Express Centurion Bank
4315 South 2700 West
Salt Lake City, UT 84184

A lawsuit has been filed against you.

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

Gregory M. Garno, Esq. (ggarno@gjb-law.com)
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, FL 33131

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

CLERK OF COURT

Date: 06/03/2019

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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

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

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

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

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

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

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

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

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JONATHAN E. PERLMAN, ESQ. as court appointed Receiver, *Plaintiff(s)*	)	
v.	)	Civil Action No.
AMERICAN EXPRESS CENTURION BANK, AMERICAN EXPRESS TRAVEL RELATED SERVICES CO., INC., AMERICAN EXPRESS BANK, FSB, AMERICAN EXPRESS COMPANY, *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

American Express Travel Related Services Co, Inc.
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

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

Gregory M. Garno, Esq. (ggarno@gjb-law.com)
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, FL 33131

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

CLERK OF COURT

Date: 06/03/2019

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

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

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JONATHAN E. PERLMAN, ESQ. as court appointed Receiver, *Plaintiff(s)*	)	
v.	)	Civil Action No.
AMERICAN EXPRESS CENTURION BANK, AMERICAN EXPRESS TRAVEL RELATED SERVICES CO., INC., AMERICAN EXPRESS BANK, FSB, AMERICAN EXPRESS COMPANY, *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

American Express Bank, FSB
4315 South 2700 West
Salt Lake City, UT 84184

A lawsuit has been filed against you.

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

Gregory M. Garno, Esq. (ggarno@gjb-law.com)
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, FL 33131

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

CLERK OF COURT

Date: 06/03/2019

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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

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

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

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Date: _____

_____
Server's signature

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Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JONATHAN E. PERLMAN, ESQ. as court appointed Receiver, *Plaintiff(s)*	)	
v.	)	Civil Action No.
AMERICAN EXPRESS CENTURION BANK, AMERICAN EXPRESS TRAVEL RELATED SERVICES CO., INC., AMERICAN EXPRESS BANK, FSB, AMERICAN EXPRESS COMPANY, *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

American Express Company
1500 NW 136th Avenue
Sunrise, FL 33323

A lawsuit has been filed against you.

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

Gregory M. Garno, Esq. (ggarno@gjb-law.com)
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, FL 33131

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

CLERK OF COURT

Date: 06/03/2019

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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

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

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

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

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

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

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

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: