UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 17-60907-CIV-MORENO

FEDERAL TRADE COMMISSION, *et al.*,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

Defendants.
_____/

RECEIVER JONATHAN E. PERLMAN'S MOTION TO COMPEL TURNOVER OF BMW BY JEREMY LEE MARCUS

Jonathan E. Perlman, "Permanent Receiver" over the Receivership Defendants[1] (the "Receiver"), pursuant to the Order Appointing Receiver, submits this Motion to Compel Turnover of a 2015 BMW i8 (the "BMW") by Defendant Jeremy Lee Marcus ("Marcus").

[1] Pursuant to the Preliminary Injunction Order (the "PI"), the "Receivership Defendants" mean Financial Freedom National, Inc. f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc. also 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. also d/b/a 321Financial, Inc., Instahelp America, Inc. f/k/a Helping America Team, Inc. also d/b/a Helping America Group, Breeze Financial Solutions, Inc. also 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. also d/b/a Guardian Legal Center, Guardian LG, LLC also 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, and Associated Administrative Services, LLC also d/b/a Jobfax, and their divisions, subsidiaries, affiliates, predecessors, successors, assigns, and any fictitious business entities or business names created or used by these entities, or any of them. [ECF No. 21, p. 5]. The Receivership Defendants were expanded to include Viking Management Services, LLC, Cockburn & Associate LLC, Omni Management Partners LLC, Discount Marketing USA, S.A., JLMJP Pompano, LLC, Nantucket Cove of Illinois, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., White Light Media LLC, Blue42, LLC as "Additional Receivership Entities" ("Expansion Order"). [ECF No. 102]. Plaintiffs on September 8, 2017, filed a motion for leave to amend the complaint which specifically names defendants over whom the Court has expanded the receivership as additional Receivership Defendants.

Turnover is appropriate because this Court's Preliminary Injunction ordered the Receiver to take exclusive possession over all Receivership Defendants' assets, and property purchased solely with Receivership Entities' monies (as is the case here), "rendering the property receivership property." *See SEC v. Aquacell Batteries, Inc.*, No. 6:07-cv-608, 2008 WL 4371329 (M.D. Fla. May 9, 2008) at pp. 2-3. The BMW here was purchased solely with consumer funds misappropriated by Defendant Marcus from Receivership Defendant Halfpay International, LLC ("Halfpay"). Accordingly, the Receiver's Motion should be granted.

I. INTRODUCTION

The Court's Preliminary Injunction Order ("Preliminary Injunction") appointing the Receiver defined the Receivership as including eleven named "Receivership Defendants," "and any of their affiliates, subsidiaries, divisions, or sales or customer service operations, wherever located…" [ECF No. 21 at p. 17]. The Receiver retained Soneet R. Kapila and his firm, KapilaMukamal, LLP (collectively "Kapila" or "KM") to conduct a forensic accounting investigation in this matter, including bank reconstruction and tracing funds for the Receivership Defendants. Through KM's analysis, the Receiver identified the BMW owned by Defendant Marcus as being purchased with $133,564.07 of consumer monies held by Receivership Defendant Halfpay. The Receiver's investigation has uncovered signs of fraud and unlawful activity by Defendant Marcus and the Receivership Defendants that are directly tied to the purchase of the BMW. For example, consumers were never told, or consented to, that the monies transferred to the Receivership Defendants transferred to pay creditors were instead being used to purchase investment properties, expensive homes and cars. By this Motion, the Receiver seeks entry of an Order compelling turnover of the BMW to the Receiver.

II. DESCRIPTION OF BMW

The BMW is a luxury vehicle[2] solely owned by Defendant Marcus. On February 17, 2015, Receivership Defendant Halfpay wired $133,564.07 to Braman Motors for the purchase of a 2015 BMW i8 (VIN ending in 64920). *See* Ex. A. The car was titled in Jeremy Marcus' name and he uses it as one of his personal vehicles. Public records reflect that the State of Florida registered the BMW in Defendant Marcus' name on February 16, 2015, the day before the wire transfer. *See* Ex. B.

The Receiver's forensic accountant performed a tracing analysis confirming that the sole source of funds for the BMW was consumer funds. *See* Ex. C. Within the several weeks prior to the $133,564.07 wire transfer for the BMW, Defendant Marcus transferred over $1,000,000 in consumer funds to Halfpay from, among other sources, Receivership Defendants Active Debt Solutions and American Credit Shield. On September 1, 2017, the Receiver made demand on Marcus, through counsel, to turn over the BMW. Marcus has been uncooperative and has not turned over the BMW.

III. LEGAL ARGUMENT

A. This Court Has Authority to Order Turnover of the BMW to the Receiver.

The Preliminary Injunction appoints the Receiver as agent of the Court with the "full power of an equity receiver," and directs the Receiver to "take exclusive custody, control, and possession of all assets … of, or … under the control of, the Receivership Defendants, wherever situated," [*Id.* at p. 17], as well as to file any motions or actions necessary to do so, in order to preserve the value of those assets for the benefit of consumers and creditors. [*Id.* at pp. 18-20].

[2] BMW's website lists the starting price for a 2017 BMW i8 as $143,400.

The traditional rule is that summary proceedings are appropriate and proper to protect equity receivership assets. *See, U.S. v. Arizona Fuels Corporation,* 739 F.2d 455 (9th Cir. 1984) (citing *Bien v. Robinson,* 208 U.S. 423, 28 S.Ct. at 379 (1908)); *McMullen v. Hurley,* 291 F. 374, 376 (8th Cir. 1923); *2 Clark on Receivers* §584 at 954 (3d ed. 1059).

Pursuant to the exercise of its broad equitable powers to protect the assets of the receivership estate, this Court may order parties and non-parties to turn over receivership assets to the Receiver. *See, FTC v. Neiswonger,* 2009 WL 2998356 (E.D. Miss. 2009); *FTC v. Productive Marketing, Inc.,* 136 F.Supp.2d 1096 (C.D. Calif. 2001); *FTC v. Pacific First Benefit, L.L.C., et al.,* 472 F.Supp.2d 981 (N.D. Ill. 2007); *Eller Industries v. Indian Motorcycle Manufacturing,* 929 F.Supp. 369 (D.Col.1995); *see also, FTC v. Vocational Guides, Inc.,* 2009 WL 943486 (M.D. Tenn. April 6, 2009). Courts have consistently affirmed the use of summary proceedings in receivership cases brought by the Federal Trade Commission to determine the possession and ownership rights to property. *See FTC v. Johnson,* 567 Fed. Appx. 512, 515 (9th Cir. 2014) ("This court has long approved of the use of summary proceedings to determine possession of the assets of nonparties in receivership proceedings"); *FTC v. Assail, Inc.,* 410 F.3d 256, 267-68 (5th Cir. 2005) (affirming the district court's use of a summary proceeding to order the turnover of funds to the receiver that were subject to an asset freeze); *FTC v. NHS Sys., Inc.,* 708 F.Supp.2d 456,466-67, (E.D. Pa. 2009) (granting the FTC's motion to compel the turnover of receivership funds in summary proceedings); *FTC v Transcontinental Warranty, Inc.,* 2009 WL 5166213, at *2 (N.D. Ill. Dec. 22, 2009) (holding that the court may adjudicate the parties' competing claims to receivership property in a summary proceeding).

It is also well established that Rule 56 of the Federal Rules of Civil Procedure gives this Court the authority to conduct summary proceedings to determine the possession and ownership

rights to property, including the BMW. *SEC v. Elliott*, 953 F.2d 1560 (11th Cir. 1992). The Eleventh Circuit in *Elliott* approved of this expedited format, observing that summary proceedings improve judicial efficiency, avoid formalities that would slow down the time necessary to settle disputes, decrease litigation costs and prevent further dissipation of receivership assets. *Id.* Accordingly, this Court has the authority to grant the Receiver the requested relief.

B. The BMW Is a Receivership Asset.

The Receiver seeks an Order transferring the BMW currently owned by Marcus to the Receivership estate. Turnover orders, such as is contemplated by this Motion, are common in cases involving receivership cases. *See SEC v. Aquacell Batteries, Inc.*, No. 6:07-cv-608, 2008 WL 4371329 (M.D. Fla. May 9, 2008). In *Aquacell Batteries*, a Florida district court approved the Receiver's request to turnover, among other things, real property to the Receivership estate. *Id.* at 1. In that case, the Defendants engaged in a fraudulent scheme by making material misrepresentations and omissions to investors through the sales of securities in violation of the federal securities laws. *SEC v. Aquacell Batteries, Inc.*, No. 6:07-cv-608, 2007 WL 5122054 (M.D. Fla. April 12, 2007). In *Aquacell Batteries*, the Receiver filed several motions requesting turnover of real property that was purchased with funds traceable to investor monies. One of these real properties was owned by Dr. Michael W. Hennigan, a non-party individual who was the President of a Relief Defendant corporation. *Aquacell Batteries*, 2008 WL 4371329, at *1. Dr. Hennigan came into control of the property when the Defendant Company's principal and chief executive officer executed a quit-claim deed transferring ownership of the real property to MWH Investments LLC ("MWH"). *Id.* at 2. Dr. Hennigan was the principal and sole owner of MWH. *Id.* The court noted that Dr. Hennigan did not pay any consideration for the property.

Id. Similar to the instant Motion, the Receiver in *Aquacell Batteries* argued that the real property was part of the Receivership estate because it was purchased solely with funds directly traceable from the defendant corporate entity. Thus, the Receiver argued that Dr. Hennigan had no legitimate claim to the property. The court agreed. *Id.* at 1. In doing so, the court held that turnover of the real property to the Receiver was appropriate because ". . . the purchase of property solely with [defendant corporate entity] funds renders the property receivership property. . ." *Id.* at 2-3.

The Receiver and his professionals investigated the extent to which consumer funds were transferred to or commingled with funds from Receivership Defendants and the source of the funds used by Defendant Marcus to acquire the BMW. Like in *Aquacell Batteries* where the court held that the real property was receivership property because it was purchased solely with funds from the defendant corporate entity, here, the BMW is also rightfully a receivership asset because it was purchased solely with consumer funds held by Receivership Defendant Halfpay.

The Receiver's forensic accountants have identified no less than $133,564.07 in consumer funds transferred into Receivership Defendant Halfpay's account at Bank of America (account ending 7396). Further, Halfpay's QuickBooks reflects a shareholder distribution to Defendant Marcus in the amount of $133,564.07 with the reference "Jeremy BMW." *See* Ex. C. This characterization of a distribution is illusory. Halfpay did not have any operations but was merely an entity created by Marcus to siphon off consumer funds held by the Receivership Defendants. The Receiver shared the results of his tracing analysis with counsel for Defendant Marcus. Defendant Marcus, however, has refused to turn over the BMW to the Receiver. Accordingly, the BMW should be turned over to the Receiver because it is a receivership asset purchased solely with consumer funds held by Receivership Defendants.

C. The BMW Is Subject to Turnover Pursuant to Equitable Grounds.

Pursuant to Florida law, the BMW is subject to turnover based upon the equitable principle of constructive trust. The purchase of the BMW with consumer funds held by Receivership Defendants renders it receivership property that is available to the Receiver to return to victims of Defendants' fraudulent consumer debt relief enterprise. *See In re Financial Federated and Trust, Inc.*, 347 F.3d 880, 887 (11th Cir. 2003). A constructive trust is an equitable remedy imposed by operation of law where there has been a wrongful taking of the property of another, the intent of which is to restore the property to the rightful owner and to prevent unjust enrichment. *Brown v. Toscano*, 254 F.R.D. 690 (S.D. Fla. 2008). The remedy of constructive trust is particularly appropriate where property has been acquired by fraud. *Quinn v. Phipps*, 113 So. 419 (1927). The constructive trust doctrine provides that the rightful owner of misappropriated trust property, in this case, the Receiver, may trace the proceeds of such property and whatever has been bought with the proceeds if it is capable of being substantially identified as having been acquired with the misappropriated property or funds. *See In re Lewis J. Heckler*, 316 B.R. 375, 387 (Bankr. S.D. Fla. 2004). Based on the facts set forth above and this established authority, the Receiver has clearly shown that Receivership Defendant funds were used to purchase the BMW. These funds came from consumers, and there was no legitimate basis for Marcus to use consumer monies to purchase a luxury vehicle. As such, a constructive trust over the BMW in favor of the Receiver is proper.

The Receiver has conferred with counsel for the FTC, Office of the Attorney General, State of Florida, and Jeremy Marcus. The FTC, Office of the Attorney General, State of Florida, Defendant, Craig Smith and Defendant Yisbet Segrea take no position on the relief sought. Defendant Jeremy Marcus did not offer his position on the requested relief before filing of this

Motion.

IV. CONCLUSION

WHEREFORE, the Receiver respectfully requests this Court to enter an Order compelling turnover of the BMW, together with such other and further relief as this Court deems just and proper.

Respectfully submitted this 13th day of December 2017.

GENOVESE JOBLOVE & BATTISTA, P.A.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via CM/ECF Notification and/or U.S. Mail to all parties on the attached service list on this 13th day of December 2017.

By: /s/ Gregory M. Garno, Esq.
Gregory M. Garno, Esq.

SERVICE LIST
Federal Trade Commission v. Jeremy Lee Marcus, et al.
USDC, SD Fla., Case No. 17-cv-60907-MORENO

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Relief Defendants Halfpay International, LLC; Halfpay NV LLC;
JLMJP Pompano, LLC; and Nantucket Cove of Illinois, LLC

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 17-60907-CIV-MORENO

In re:

FEDERAL TRADE COMMISSION, *et al.,*

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.,*

Defendants.
_____/

Declaration of Melissa Davis in Support of Receiver's Motion for Turn Over of Marcus BMW

I, Melissa Davis, declare and state that the following facts are known to me personally and that I am competent to testify about them.

I. RETENTION

1. I am over the age of eighteen and have personal knowledge of the matters set forth herein.

2. I am a partner at the forensic consulting and insolvency advisory firm of KapilaMukamal, LLP ("KM") and the Receiver retained my firm KM to conduct a forensic accounting investigation in this matter.

Kapila Mukamal
CPAs, Forensic and Insolvency Advisors

II. BACKGROUND

3. On May 8, 2017, the Federal Trade Commission ("FTC") and the office of the Attorney General, State of Florida, Department of Legal Affairs filed a *Complaint for Permanent Injunction and Other Equitable Relief* ***[DE 1]*** (the "Complaint") and on May 9, 2017, Jonathan Perlman was appointed as Receiver ("Receiver") over the Receivership Defendants.[1]

4. The Complaint alleged that the Receivership Defendants, who are owned or controlled by the Individual Defendants[2], operated out of the same principal place of business in Pompano Beach, FL and engaged in a massive scheme defrauding consumers of millions of dollars by offering phony debt relief services and fake loans.[3]

5. On July 12, 2017 the Receiver filed the *Receiver's Agreed First Verified Motion to Expand Receivership* ***[DE 89]*** to expand the Receivership to include 12 additional affiliated entities.[4] The *Order Granting Receiver's Agreed Verified Motion to Expand Receivership* ***[DE 102]*** was entered on July 31, 2017.

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1 The "Receivership Defendants" are Financial Freedom National, Inc. f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc. also 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. also d/b/a 321Financial, Inc.; Instahelp America, Inc. f/k/a Helping America Team, Inc. also d/b/a Helping America Group; Breeze Financial Solutions, Inc. also 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. also d/b/a Guardian Legal Center; Guardian LG, LLC also d/b/a Guardian Legal Group; American Credit Security, LLC f/k/a America Credit Shield, LLC; Paralegal Staff Support Group LLC f/k/a Paralegal Support LLC; and Associated Administrative Services, LLC also d/b/a Jobfax.

2 The "Individual Defendants" are Jeremy Lee Marcus, Craig Davis Smith and Yisbet Segrea.

3 DE 1 Complaint for Permanent Injunction and Other Equitable Relief.

4 The "Receivership Defendants" also include Viking Management Services, LLC, Cockburn & Associate LLC, Omni Management Partners LLC, Discount Marketing USA, S.A., JLMJP Pompano, LLC, Nantucket Cove of Illinois, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., White Light Media LLC, and Blue42, LLC.

III. SCOPE

6. As part of my forensic accounting investigation, the Receiver has requested that I undertake an analysis to determine whether the source of the funds utilized by Jeremy Marcus ("Marcus or Defendant") to purchase a 2015 BMW Coupe from Braman Motors on February 17, 2015[5] ("Marcus BMW") was derived from Receivership Defendants funds.

IV. QUALIFICATIONS

7. I am a Certified Public Accountant, a Certified Fraud Examiner, and a Certified Insolvency and Restructuring Advisor. A true and correct copy of my Resume is attached hereto as **Exhibit A**.

V. ANALYSIS

A. Basis of Analysis

8. The Receiver provided me with the available bank and accounting records for the Receivership Defendants and those records, along with the records from the Florida Division of Motor Vehicles obtained from WestLaw ("DMV"), serve as the basis of my analysis.

B. Receivership Defendant Funds used to Purchase the Marcus BMW

9. KM analyzed the available bank and accounting records of the Receivership Defendants and the DMV records to determine whether funds from the Receivership Defendants were used to pay for the Marcus BMW.

[5] According to the Florida Division of Motor Vehicles records obtained from WestLaw, the Marcus BMW, registered to Jeremy Lee Marcus in which the title of ownership was transferred to him on 2/17/2015, is a 2015 white 2 Door Coupe with VIN number WBY2Z2C58FVX64920 and license plate number DKQY18.

10. On February 17, 2015, Jeremy Marcus withdrew $133,564.07 from Receivership Defendant Halfpay International, LLC's ("Halfpay International") Bank of America account ending 7396 ("BOA 7396") to purchase an official bank check for the benefit of Braman Motors, Inc. (**Exhibit B**)

11. On February 17, 2015, Halfpay International recorded a journal entry in QuickBooks to shareholder distribution for $133,564.07 from BOA 7396, in which the Memo line referenced "Jeremy BMW". (**Exhibit C)**

12. On February 17, 2015, according to the DMV records, the title of the Marcus BMW was transferred to Jeremy Marcus. (**Exhibit D)**

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13. As of the filing date of this Declaration, certain bank, accounting and other financial records that have not been produced and my findings are based on the documents referenced herein.

14. In order to perform this engagement, I was assisted by other KM professionals with extensive experience in insolvency and forensic investigations working under my direct supervision.

15. I reserve the opportunity to revise this Declaration based on additional information that may become available.

Melissa Davis, CPA, CIRA, CFE

Melissa Davis, CPA, CIRA, CFE

mdavis@kapilamukamal.com

Melissa Davis is a Partner at *KapilaMukamal, LLP.* She joined the firm in 1998. Her practice concentrates on insolvency and fiduciary matters. Ms. Davis has qualified as an expert in federal court, testified in trials, hearing and depositions. She has served as a court appointed Assignee for the Benefit of Creditors and as Plan Trustee in Chapter 11 bankruptcy matters. She has worked on numerous high profile cases.

Professional Experience

Ms. Davis concentrates on providing bankruptcy, litigation and forensic investigation services to debtors, creditors, receivers, assignees, bankruptcy trustees, examiners and liquidating trusts. Her practice also includes forensic accounting, fraud investigations and litigation support and family law matters.

Ms. Davis has served as a financial advisor to fiduciaries operating distressed companies in a variety of industries including mobile fueling, health insurance, real estate, retail, hospitality, assisted living facilities/nursing homes, metal extrusion, stevedoring and waste management. Her experience includes distressed business operations, management, preservation of collateral and asset divestiture services.

Ms. Davis has investigated fraudulent and preferential transfers, prepared defense, solvency and liquidation analyses. She has worked on asset tracing, tracing of commingled funds, provided litigation support and damage calculation services, including forensic and securities fraud investigations and corporate business conduct analysis. Ms. Davis has extensive experience in fraud and Ponzi-scheme investigations and commingled funds tracing analysis. Her forensic and fraud investigations have involved working in conjunction with the Securities and Exchange Commission (SEC.), the Federal Trade Commission (FTC), the Federal Bureau of Investigation (FBI) and various United States Attorneys Offices.

Ms. Davis has testified in court and depositions and served as Liquidating Trustee and court appointed Assignee for the Benefit of Creditors.

EDUCATION / QUALIFICATIONS

Certified Public Accountant (CPA) - Florida
Certified Insolvency and Restructuring Advisor (CIRA)
Certified Fraud Examiner (CFE)

Florida Atlantic University, Boca Raton, Florida —
Bachelor of Business Administration,
Major in Accounting,

AREAS OF EXPERTISE

Forensic Accounting
Bankruptcy and Insolvency
Creditors Rights
Restructuring
Financial Transactions Litigation
Complex Commercial Litigation

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Association of Insolvency & Restructuring Advisors
Association of Certified Fraud Examiners
American Bankruptcy Institute
International Women's Insolvency & Restructuring Confederation
Bankruptcy Bar Association, Southern District of Florida

National Association of Federal Equity Receivers

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SPEAKING ENGAGEMENTS

American Bankruptcy Institute 2017 Annual Spring Meeting—***"Fraudulent Transfers—The Long Claw of The Law"*** - April 2017

IWIRC 23rd Annual Fall Conference—***"The Dissection of a Ponzi Scheme"*** - October 2016

Florida Institute of Certified Public Accountants – North Dade/South Broward Chapter – ***"Tracing Commingled Funds"*** - July 2016

Jacksonville Bankruptcy Bar Association 23rd Annual Bankruptcy Seminar – ***"E-Discovery in Bankruptcy: Why Should You Care?"*** - August 2015

American Bankruptcy Institute 2015 Southeast Bankruptcy Workshop – ***"Time for Trial: Evidentiary Issues in Bankruptcy Litigation"*** - July 2015

Central Florida Bankruptcy Law Association – ***"What Do Boy Bands and Healthcare Have in Common"***, -July 2014

Florida Bar Business Law Section – ***"Professional Fiduciaries: Responsibilities and Duties"*** - May 2014

Tampa Bay Bankruptcy Bar Association – ***"What Do Boy Bands and Healthcare have in Common"*** - March 2014

Bankruptcy Bar Association of the Southern District of Florida – ***"Valuation Issues in Bankruptcy"*** - May 2013

American Bankruptcy Institute Southeast Regional Conference – ***"Ponzi Schemes and Barring Claims Against the Guilty"*** - July 2012

Turnaround Management Association – ***"Current Issues in Real Estate"*** - April 2012

PUBLICATIONS

"*Fraud and Forensics: Piercing Through The Deception In A Commercial Fraud Case*" – American Bankruptcy Institute – (2015)

"*Ponzi Schemes: Fiduciaries May Be The Saving Grace*", ABI Journal (2014)

"*A Health Care Fraud and Bankruptcy Primer*", Southern District of Florida Bankruptcy Bar Association Journal (2014)

"Rising Tide in the Wake of Ponzi," ABI Journal (2013)

ACCOMPLISHMENTS

Top CPAs and Litigation Support Professionals—South Florida Legal Guide, 2015—2017

CIVIC, VOLUNTEER AND PHILANTHROPIC

Past and Present

American Bankruptcy Institute—

- Advisory Board—ABI Southeast Regional Conference (2017-2018)
- Advisory Board—ABI Caribbean Insolvency Symposium (2016-2018)
- ABI Commercial Fraud Committee (2016-2018)

Credit Abuse Resistance Education (C.A.R.E.) Volunteer

The Kapila Family Foundation - Executive Coordinator of the Kapila Family Foundation Endowment Fund for the Broward Center of the Performing Arts

Summit Questa Montessori School—PTO Board Member 2013-17

Leukemia & Lymphoma Society—Team in Training Participant and Volunteer 2012-2014

Women in Distress of Broward County —Annual Back to School and Thanksgiving Drives 2011-2017

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Kapila Mukamal
CPAs, Forensic and Insolvency Advisors

EXHIBIT B

#1001 1001 1/17/2015

Bank of America

Checking Savings Withdrawal DEBIT

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 2/17/2015

Name and Address Halfpay International
760 SW Nature Ave
Deerfield Beach FL

Telephone No. (561) 779-0157

One hundred & Thirty three thousand five hundred & Sixty four Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X Customer Signature

To Brayan Motors

JNL

09-14-3629B 10-2008

[redacted]
Account Number

Total Withdrawal

$ 133,564.07

⑆540600135⑆

EXHIBIT B

Tran 00046 02/1
7/2015 09:43
Entity NFL CC 0005890 Tlr 00007
Account [redacted]
R/T# 540590135
Official Check Sale $133,564.07
CKC#FL************** 09/18

EXHIBIT B

Bank of America

Your checking account

HALFPAY INTERNATIONAL, LLC | Account # [redacted] February 1, 2015 to February 28, 2015

Deposits and other credits

Date	Description	Amount
02/04/15	Counter Credit	8,125.00
02/05/15	Online Banking transfer from CHK 2269 Confirmation# 4218812415 Active Debt	190,000.00
02/12/15	Counter Credit	7,525.00
02/17/15	REVERSAL HALFPAY INTERNATIONA:Florida Foreclosure Confirmation# 2618292027	2,000.00
02/26/15	Online Banking transfer from CHK 2269 Confirmation# 1698340368 Active Debt	400,000.00
Total deposits and other credits		**$607,650.00**

Withdrawals and other debits

Date	Description	Amount
02/11/15	WIRE TYPE:WIRE OUT DATE:150211 TIME:1425 ET TRN:2015021100255449 SERVICE REF:008342 BNF:FLORIDA NATIONAL TITLE SER ID:[redacted] BNF BK:REGENT BANK [redacted] WIRE FOR HOUSE	-100,000.00
02/12/15	TRANSFER HALFPAY INTERNATIONA:Florida Foreclosure Confirmation# 1674307316	-2,000.00
02/17/15	Customer Withdrawal Image	-133,564.07
02/17/15	FPL DIRECT DEBIT DES:ELEC PYMT ID:9776265366 PPDA INDN:JEREMY L MARCUS CO ID:3590247775 PPD	-167.87
02/18/15	Online Banking transfer to CHK 3145 Confirmation# 4027294073	-10,000.00
02/18/15	WIRE TYPE:WIRE OUT DATE:150218 TIME:1459 ET TRN:2015021800273567 SERVICE REF:009081 BNF:AILEEN FRANKLIN, P.A. ID[redacted] NF BK: WELLS FARGO BANK, N.A. [redacted] DRU8TR 4NL FOR LOAN	-80,000.00
02/20/15	WIRE TYPE:WIRE OUT DATE:150220 TIME:1110 ET TRN:2015022000163283 SERVICE REF:006272 BNF:FLORIDA NATIONAL TITLE SER ID:[redacted] BNF BK:REGENT BANK [redacted] REF:630 SE 25TH AVE FT LAUDERDALE F//L 33301	-1,030,274.57
02/20/15	WIRE TYPE:WIRE OUT DATE:150220 TIME:1604 ET TRN:2015022000266983 SERVICE REF:012105 BNF:LA PLAYA TITLE ESCROW ACCO ID:[redacted] BNF BK:CENTERSTATE BANK OF FLO ID:[redacted] PMT DET:140213254	-250,000.00
02/24/15	Online Banking transfer to CHK 0668 Confirmation# 1677502971	-1,000.00

continued on the next page

Small Business Community Learning Center

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- Credit & Lending

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EXHIBIT C

Transfer Funds

DATE 02/17/2015

CLASS

TRANSFER FUNDS FROM 1020 - BOA #7396 ACCOUNT BALANCE 0.00

TRANSFER FUNDS TO 3009 - Shareholder Distribution ACCOUNT BALANCE -1,722,988.16

TRANSFER AMOUNT 133,564.07

MEMO Jeremy BMW

Save & Close | Save & New | Revert

Motor Vehicle Record

Source Information

Coverage Begin Date:	01/01/2001
Information Current Through:	08/08/2017
Database Last Updated:	08/21/2017
Update Frequency:	2X MONTHLY
Current Date:	08/29/2017
Source:	DEPT. OF HIGHWAY SAFETY & MOTOR VEHICLES

Vehicle Information

VIN:	[redacted]4920
Vehicle Type:	PASSENGER CAR
Model Year:	2015
Make:	BMW
Body Style:	COUPE 2D 4P
Model/Series:	I8 BASE
Primary Color:	WHITE

Registration Information

License Plate Number:	[redacted]
Decal Number:	00742236
Issuing State:	FL
Plate Type:	PRIVATE
Previous Plate Number:	[redacted]
Previous Plate State:	FL
Registration Renewal Date:	05/31/2016
Expiration Date:	07/18/2018
Registrant(s) Since:	02/16/2015
Name:	JEREMY LEE MARCUS
Approximate Date of Birth:	07/XX/1985
Interest:	REGISTRANT
Mailing Address:	630 SE 25TH AVE FORT LAUDERDALE, FL 33301-2618
County:	BROWARD

Historical DMV Record 1

Registration Renewal Date:	06/04/2015
Expiration Date:	07/18/2016
License Plate Number:	[redacted]
Issuing State:	FL
Plate Type:	PRIVATE
Previous Plate Number:	[redacted]
Previous Plate State:	FL
Name:	JEREMY LEE MARCUS
Approximate Date of Birth:	07/XX/1985
Interest:	REGISTRANT
Mailing Address:	630 SE 25TH AVE FORT LAUDERDALE, FL 33301-2618
County:	BROWARD
Title Transfer Date:	02/25/2015
Name:	JEREMY LEE MARCUS

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Approximate Date of Birth:	07/XX/1985
Interest:	OWNER
Mailing Address:	603 RENAISSANCE LN DELRAY BEACH, FL 33483-5465
County:	PALM BEACH
Title Transfer Date:	02/17/2015
Name:	JEREMY LEE MARCUS
Approximate Date of Birth:	07/XX/1985
Interest:	OWNER
Mailing Address:	603 RENAISSANCE LN DELRAY BEACH, FL 33483-5465
County:	PALM BEACH
Registration Renewal Date:	02/16/2015
Expiration Date:	07/18/2015
License Plate Number:	DKQY18
Issuing State:	FL
Plate Type:	PRIVATE
Name:	JEREMY LEE MARCUS
Approximate Date of Birth:	07/XX/1985
Interest:	REGISTRANT
Mailing Address:	603 RENAISSANCE LN DELRAY BEACH, FL 33483-5465
County:	PALM BEACH

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