

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

FEDERAL TRADE COMMISSION and  
OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA,

Plaintiffs,

Case no. 6:16-cv-982-Orl-41TBS

vs.

LIFE MANAGEMENT SERVICES  
OF ORANGE COUNTY, LLC, et al.,

Defendants.

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**RECEIVER'S MOTION TO COMPEL DISGORGEMENT OF  
ASSETS FROM DEFENDANT KEVIN GUICE AND HIS SPOUSE,  
SHANNON GUICE, TO IMPOSE CONSTRUCTIVE TRUST,  
AND FOR OTHER EQUITABLE RELIEF**

Mark J. Bernet (the "Receiver"), as Receiver for Life Management Services of Orange County, LLC and the other company defendants (together the "Receivership Defendants"), moves the Court for entry of an order (i) compelling the Defendant, Kevin Guice and his spouse, Shannon Guice, to return or disgorge \$8,593,352.60 that they received from the Receivership Defendants, (ii) imposing a constructive trust over assets of the Guices, including their homestead property, (iii) compelling the Guices to turn over to the Receiver the assets over which the Court would impose a constructive trust, and (iv) authorizing the Receiver to liquidate the assets over which the Court has imposed the constructive trust.

In support of this motion the Receiver submits the accompanying memorandum.

PRELIMINARY STATEMENT

The Receiver has simultaneously filed *Receiver's Motion to Establish Summary Procedures*, by which the Receiver has requested an order treating this motion under defined summary procedures and establishing a briefing schedule. This motion presumes that the Court will establish summary procedures.

MEMORANDUM

Between January 2, 2013, and June 8, 2016, the Guices received at least \$8,593,352.60 directly from the Defendants' telemarketing businesses, in 419 separate transfers. The Guices did not provide reasonably equivalent value in return for this money. All of this money derived from the unlawful telemarketing enterprise controlled by Kevin Guice. The Guices used the money to purchase a Porsche, 2 jet skis, their homestead, approximately 20 luxury watches, 2 guns, and other property. The money must be returned so that it can be made available for consumers injured by the Defendants' unlawful activities. The Court, sitting in equity, should direct the return of the money, the imposition of a constructive trust over the Guices' assets, and the sale of those assets.

I. PROCEDURAL BACKGROUND

The Plaintiffs filed their *Complaint for Permanent Injunction and Other Relief* (doc. no. 1) on June 7, 2016. The Plaintiffs alleged that the Defendants operated their businesses (i) in violation of Section 5(a) of the FTC Act, 15 U.S.C.A. §45(a), (ii) in violation of the Telemarketing Sales Rule, 16 CFR Part 310 ("TSR"), and (iii) in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§501.201 *et seq.* ("FDUTPA"). The Plaintiffs specifically alleged that from 2013 the Defendants "engaged in a telemarketing

scheme that defrauds financially distressed consumers by selling them two types of phony debt relief services: credit card interest rate-reduction services . . . and credit-card debt-elimination services." The Plaintiffs alleged that since 2013 the Defendants "initiated hundreds of thousands of illegal telephone calls to consumers throughout the United States," including to consumers on the National Do-Not-Call Registry. The Plaintiffs also alleged that the Defendants used unlawful "robocalls" and a host of deceptive and misleading representations to induce consumers to pay for either the credit-card interest-rate-reduction product or service (the "Lower Interest Rate" or "LI" product or service) or the debt-elimination product or service (the "Debt Elimination" or "DE" product or service). The Plaintiffs also alleged that the LI and DE products or services do not work, and that the cost to consumers for these products or services far outweighs any benefits that consumers receive from either. The Plaintiffs requested injunctive relief, a money judgment in an amount necessary to redress injury to consumers, fines, and court costs.

On June 8, 2016, this Court entered an *Ex Parte Temporary Restraining Order* (the "TRO") which, among other things, appointed the Receiver as temporary receiver for each of the Receivership Defendants. Thereafter, between June 30, 2016, and July 6, 2016, the Court entered a series of preliminary injunctions (doc. nos. 75, 76, 77, 78, 79, 80, 81 and 83) containing essentially the same provisions that had been set out in the TRO. The preliminary injunctions confirmed the Receiver's appointment as permanent receiver for the Receivership Defendants. Under the preliminary injunctions, the Receiver is directed to, among other things:

A. Take exclusive custody, control and possession of all funds, property, premises, accounts, mail, and other assets and documents of, or in the possession, custody, or under the control of, the Receivership Defendants, wherever situated;

B. Conserve, hold and manage all receivership Assets, and perform all acts necessary or advisable in the Receiver's opinion to preserve the value of those Assets;

C. Prevent the inequitable distribution of assets and determine, adjust, and protect the interests of consumers and creditors who have transacted business with the Receivership Defendants; and

D. Institute, compromise, adjust, appear in, intervene in, defend, adjust, dispose of, or otherwise become party to any legal action in state, federal, or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the assets of the Receivership Defendants.

By this motion, the Receiver seeks to recover \$8,593,352.60 that was transferred to the Guices, in 419 separate transfers, for no consideration. Each transfer is voidable as a fraudulent transfer under Chapter 726, Florida Statutes; further, the funds transferred were the fruits of unlawful activity, and in equity the recipients of those funds should be compelled to return them.

## II. UNDISPUTED FACTS

Materials in the record demonstrate that the following facts are undisputed:

1. Receivership Defendant Loyal Financial & Credit Services LLC ("Loyal Financial") is a Florida limited liability company created in 2011 and controlled by Kevin Guice. *See* 12/16/2016 Deposition of Wayne Norris ("1<sup>st</sup> Norris Depo.") at 229. Loyal Financial was utilized as Kevin Guice's lead operating telemarketing company through approximately April of 2014. *See* 04/03/2017 Deposition of Kevin Guice ("Guice Depo.") at 45. Loyal Financial's owners were Kevin Guice (50 percent), Robert Guice, (25 percent) and Timothy Woods (25 percent), *see* 03/27/2017 Deposition of Timothy Woods at 78,<sup>1</sup> although

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<sup>1</sup> Robert Guice is Kevin's father. Timothy Woods is Kevin's father-in-law.

in his court-ordered financial disclosures Kevin Guice does not claim ownership of Loyal Financial, instead invoking his Fifth Amendment privilege against self-incrimination.

2. Receivership Defendant PW&F Consultants of Florida, LLC ("PW&F") is a Florida limited liability company created in 2014 by Wayne Norris and Vickie Miller, at the direction of Kevin Guice. *See* 1<sup>st</sup> Norris Depo. at 230-231. PW&F conducted no business, but instead was a shell company that, when created, was untainted by fraud and therefore could open bank accounts and collect money derived by other Receivership Defendants through unlawful telemarketing activities. *Id.*

3. Receivership Defendant URB Management LLC ("URB") is a Florida limited liability company created by Wayne Norris and Matthew Roberts, at the direction of Kevin Guice. *See* 03/28/2107 Deposition of Wayne Norris ("2<sup>nd</sup> Norris Depo.") at 39. URB's manager was Matthew Roberts, who also owned all of its membership units. *Id.* URB did not transact any business, but instead was a shell company that, when created, was untainted by fraud and therefore could open bank accounts and collect money derived by other Receivership Defendants through unlawful telemarketing transactions. 2<sup>nd</sup> Norris Depo. at 39; 02/24/2017 Deposition of Kara Andrews ("Andrews Depo.") at 144.

4. Receivership Defendants LPSOFFLA LLC and LPSOFFFLORIDA LLC (together the "LPS Companies") are Florida limited liability companies created by Wayne Norris and the Defendant Chase Jackowski ("Jackowski") at the direction of Kevin Guice. 03/10/2017 Deposition of Chase P. Jackowski ("2<sup>nd</sup> Jackowski Depo.") at 6; 1<sup>st</sup> Norris Depo. at 232-233; 2<sup>nd</sup> Norris Depo. at 45. The manager for the LPS Companies was Jackowski. The LPS Companies did not transact any business, but instead were shell companies that, when

created, were untainted by fraud and therefore could open bank accounts and collect money derived by other Receivership Defendants through unlawful telemarketing transactions. 1<sup>st</sup> Jackowski Depo. at 21-22, 46-51.

5. Receivership Defendant KWP Services LLC ("KWP") is a Florida limited liability company created by the Defendants Clarence "Harry" Wahl and Karen Wahl, at the direction of Kevin Guice. 2<sup>nd</sup> Norris Depo. at 38-39, 44. KWP's manager was the Defendant Karen Wahl, although she refused to acknowledge her role with the company by invoking her Fifth Amendment privilege against self-incrimination. *See* 11/16/2016 Deposition of Karen Wahl ("K. Wahl Depo.").<sup>2</sup> KWP did not transact any business, but instead was a shell company that, when created, was untainted by fraud and therefore could open bank accounts and collect money derived by other Receivership Defendants through unlawful telemarketing transactions.

6. Receivership Defendant YCC Solutions LLC ("YCC") is a Florida limited liability company created by Wayne Norris and Christine P. Jones, at the direction of Kevin Guice. YCC's manager was Christine Jones. *See* Second Norris Depo. at 39. YCC did not transact any business, but instead was a shell company that, when created, was untainted by fraud and therefore could open bank accounts and collect money derived by other entities through unlawful telemarketing transactions. *See* 1<sup>st</sup> Norris Depo. at 233.

7. Receivership Defendants UAD Secure Services LLC and UAD Secure Service of FL, LLC (together the "UAD Companies") are Florida limited liability companies created

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<sup>2</sup> Karen Wahl invoked her Fifth Amendment privilege against self-incrimination approximately 65 times during her deposition, which lasted less than two hours. Authenticated documentary evidence, however, demonstrates that she opened a bank account for KWP at Fairwinds Credit Union, and that on the account application for the Fairwinds Credit Union account Ms. Wahl represented that KWP was engaged in the computer software business and that KWP had 50 employees. *See* K. Wahl Depo., pages 23 – 27. Neither statement is true.

by Wayne Norris and Michael Yaeger ("Yaeger") at the direction of Kevin Guice. 09/16/2016 Deposition of Yaeger ("Yaeger Depo.") at 6; 1<sup>st</sup> Norris Depo. at 232-233. Yaeger was the manager for the UAD Companies. The UAD Companies did not transact business, but instead were shell companies that, when created, were untainted by fraud and thus could open bank accounts and collect money derived by other Receivership Defendants through unlawful telemarketing transactions.

8. Receivership Defendant IVD Recovery LLC ("IVD"), is a Florida limited liability company created by Inez Vest and Harry Wahl at the direction of Kevin Guice. 2<sup>nd</sup> Norris Depo. at 11. IVD transacted no business, but instead it was a shell company that, when created, was untainted by fraud and therefore could open bank accounts and collect money derived by the other Receivership Defendants through unlawful telemarketing transactions.

9. Receivership Defendant YFP Solutions LLC ("YFP") is a Florida limited liability company created by Wayne Norris and Jackowski at the direction of Kevin Guice. 2<sup>nd</sup> Norris Depo. at 456, 2<sup>nd</sup> Jackowski Depo at 6. YFP transacted no business, but instead was a shell company that, when created, was untainted by fraud and therefore could open bank accounts and collect money derived by the other Receivership Defendants through unlawful telemarketing transactions.

10. In 2011, Kevin Guice formed Loyal Financial as a telemarketing business to engage in the sale of LI and DE products. Loyal Financial stopped transacting business in March of 2014, when its Florida telemarketing license was not renewed. *See Plaintiffs' Dispositive Summary Judgment Motion and Incorporated Memorandum of Law against Individual Defendant Kevin Guice ("Summary Judgment Motion")* (doc. no. 164), fns. 4-6.

11. Receivership Defendants PW&F, URB, the LPS Companies, KWP, YCC, the UAD Companies, IVD and YFP all are shell companies (the "Shell Companies") that were created at the direction of Kevin Guice. Summary Judgment Motion, fns. 8 & 9. Kevin Guice caused the Shell Companies to open bank accounts, into which Loyal Financial and Life Management Services deposited the proceeds they obtained from their telemarketing operations. Summary Judgment Motion, fn. 10.

12. In the course of operating their telemarketing business, the Defendants utilized "robocalls" in violation of the TSR, 16 CFR Part 310.4. *See* Deposition of John Kunz ("Kunz Depo.") at 14; Deposition of Randi Stickle ("Stickle Depo.") at 54.

13. While operating their telemarketing business, the Defendants made unsolicited telephone calls to consumers who had signed up on the National Do-Not-Call Registry, in violation of the TSR, 16 CFR Part 310.4(b). Summary Judgment Motion, fns. 17-20. These consumers had no prior relationship with the Defendants, nor had they given the Defendants written permission to contact them. Summary Judgment Motion, fn. 18. Defendants did not pay the fee required to access the numbers listed on the FTC's National Do-Not-Call Registry, and therefore had no means to avoid calling such numbers. Summary Judgment Motion, fn. 20.

14. As part of their LI pitch, the Defendants told consumers that they worked for "American Credit Assistance," "Bank Card Services," or "Credit Assistance Program," and that they were a "licensed enrollment center" for companies such as MasterCard and Visa. The Defendants also told consumers that they had a direct relationship with consumers' credit card issuers. These representations were false. *See* Summary Judgment Motion, fns. 23-28.



15. As part of their LI pitch, the Defendants guaranteed that their LI program would substantially and permanently reduce consumers' credit card interest rates. Defendants also promised consumers that their LI program would save consumers thousands of dollars in a short period of time, allowing consumers to pay off their credit card debt 3 to 5 times faster. *See* Summary Judgment Motion, fns. 30-32. These representations were false or misleading. *See* Summary Judgment Motion, fns. 34-40.

16. As part of their DE pitch, the Defendants told consumers that the DE program involved a "government fund," "fund," "lawsuit," or government findings that credit card issuers had charged consumers excessive interest. This was not true. *See* Summary Judgment Motion, fns. 48, 50-54, 61. Lea Brownell, the lead DE salesperson for the Defendants, admitted that her DE pitch was misleading to consumers. Summary Judgment Motion, fns. 52-54.

17. As part of their DE pitch, the Defendants counseled consumers to default on their credit card bills, but the Defendants did not counsel consumers about the consequences of doing so. Defendants also did not tell consumers that if they failed to pay their credit card bills timely the consumer might be sent to collections, or sued. Defendants also failed to advise consumers that by not paying their credit card bills timely the amount they owed might increase due to the accrual of late fees and interest. Summary Judgment Motion, fns. 55-58, 62.

18. In violation of the TSR, specifically 16 CFR Part 310.4(a)(5)(ii), Loyal Financial and the Shell Companies charged consumers a fee for the LI and DE product and service:

a. Before Loyal Financial settled, renegotiated, reduced or otherwise altered the terms of at least one debt under a settlement agreement, debt management plan or other similar valid contract signed by the consumer; and

b. Before the consumer made at least one payment under the settlement agreement, debt management plan, or other valid contractual agreement between the consumer and the creditor.

*See* Summary Judgment Motion, fns. 74-75.

19. Between January 2, 2013, and June 8, 2016, Loyal Financial and the Shell Companies transferred \$8,593,352.60, in 419 separate transactions, to Kevin Guice, who in turn utilized the funds to purchase various items, described below, for himself and his spouse, Shannon Guice. The transfers are broken down as follows:

<u>TRANSFEROR</u>	<u>NUMBER</u>	<u>TOTAL AMOUNT</u>	<u>DETAIL</u>
Loyal Financial	242	\$1,732,332.60	<i>See</i> Exhibit "1"
PW&F	32	1,841,520.00	<i>See</i> Exhibit "2"
URB	41	1,498,500.00	<i>See</i> Exhibit "3"
LPS Companies	37	1,276,000.00	<i>See</i> Exhibit "4"
KWP	35	999,000.00	<i>See</i> Exhibit "5"
YCC	17	587,000.00	<i>See</i> Exhibit "6"
UAD	11	555,000.00	<i>See</i> Exhibit "7"
IVD	2	80,000.00	<i>See</i> Exhibit "8"
YFP	2	24,000.00	<i>See</i> Exhibit "9"

The date and amount of each transfer is summarized on Exhibits "1" through "9" attached hereto. *See* Fourth Declaration of Emil T. George (doc. no. 163-33) (including backup documentation).

20. Loyal Financial and the Shell Companies did not receive any reasonably equivalent value in return for the transfers to Kevin Guice identified on the attached Exhibits "1" through "9." *See* Receiver's Declaration, ¶¶ 13, 19, 23, 25.

21. At the time of each transfer to Kevin Guice identified above, Loyal Financial and the Shell Companies were engaged or were about to engage in a business or a transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or Loyal Financial and the Shell Companies intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due. *See* Receiver's Declaration, ¶¶ 27, 28.

### III. LEGAL STANDARD

The Court has established summary procedures that would incorporate Rule 56, Fed R. Civ. P., by virtue of its *Order* entered June 5, 2018 (doc. no. 197). This motion therefore will be governed by the provisions of that order.

Under Rule 56, Fed. R. Civ. P., summary judgment is appropriate "if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c)(2). When a nonmoving party contests a motion for summary judgment, the nonmoving party must be mindful that "[a] genuine issue of material fact does not exist unless there is sufficient evidence favoring the nonmoving party for a reasonable jury to return a verdict in its favor." *Chapman v. AI Transport*, 229 F.3d 1012, 1023 (11th Cir. 1995) (citations omitted). *See also Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 252, 106 S. Ct. 2505, 2512 (1986). Consequently, for a nonmoving party contesting a summary judgment

motion "[i]f the evidence is *merely colorable*, or is *not significantly probative*, summary judgment may be granted." *Anderson*, 477 U.S. at 249-50, 106 S. Ct. at 2511 (emphasis in original).

The record demonstrates that (i) Loyal Financial and the Shell Companies transferred almost \$8.6 million to the Guices, (ii) Loyal Financial and the Shell Companies did not receive reasonably equivalent value for these transfers, (iii) because their telemarketing businesses were operated unlawfully, Loyal Financial and the Shell Companies owed consumers far more than the amount they transferred at the time of the transfer, and thus had an unreasonably small amount of capital remaining after the transfers, (iv) the Guices used the funds they received from Loyal Financial and the Shell Companies to purchase, maintain and improve various items of tangible property still in their possession, and thus were unjustly enriched, and (v) in equity, the funds transferred, and the tangible property they purchased, should be returned for the benefit of injured consumers.

#### IV. ARGUMENT

The Guices are obligated to return the more-than \$8.5 million they received from Loyal Financial and the Shell Companies because the transfers to them constitute fraudulent transfers, and because they are liable in equity for disgorgement so that they are not unjustly enriched.

#### Fraudulent Transfers

The Guices are the transferees of 419 fraudulent transfers of funds from Loyal Financial and the Receivership Defendants. *See* Section II, ¶19 above. Under Fla. Stat. §726.105:

A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

\* \* \*

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

1. Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or
2. Intended to incur, or believed or reasonably should have believed that he or she would incur, debts beyond his or her ability to pay as they became due.

Thus, to prevail against the Guices under a fraudulent transfer theory, the Receiver must show (1) that Loyal Financial and the Shell Companies transferred assets to the Guices; (2) that Loyal Financial and the Shell Companies did not receive a reasonably equivalent value in return for the assets they transferred to the Guices, and (3) that at the time of the transfers Loyal Financial and the Shell Companies either (i) were engaged or about to engage in a business for which their remaining assets were unreasonably small in relation to the business, or (ii) intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due. *See* Fla. Stat. §§726.105(a)(2), 726.108; *Burton W. Wiand, Partners, L.P. v. Lee*, 753 F.3d 1194 (11<sup>th</sup> Cir. 2014). The Receiver has standing to bring fraudulent transfer claims on behalf of companies in receivership. *Sallah v. Worldwide Clearing, LLC*, 860 F. Supp. 2d 1329 (S.D. Fla. 2011); *see also Freeman v. Dean Witter Reynolds, Inc.*, 865 So.2d 543 (Fla. 3d DCA 2003) (after company is cleansed through receivership, receiver may pursue fraudulent transfer claims against company's principals).

A. Loyal Financial and the Shell Companies Transferred Assets to the Guices. An "asset" is "property of a debtor," Fla. Stat. §726.102(2), and a "transfer" is any "mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or

parting with an asset. . . and includes payment of money." Fla. Stat. §§726.102(2), 726.102(14). The record indisputably demonstrates that, over a 3½-year period, Loyal Financial and the Shell Companies made 419 transfers of money, totaling \$8,593,352.60, to the Guices.

B. Reasonably Equivalent Value in Return for Transfers. The determination of whether a party who transferred assets received "reasonably equivalent value" in return is to be made on a case-by-case basis. *Walker v. Littleton*, 888 F.2d 90 (11th Cir. 1989). Factors that courts consider include the good faith of the parties, the disparity between the fair value of the property and what the debtor actually received in return, and whether the transaction was at arm's length. *In re Seaway International Transportation, Inc.*, 341 B.R. 333 (Bankr. S.D. Fla. 2006). Also, "where the parties involved in the alleged fraudulent transfer have a close relationship, such relationship tends to establish a *prima facie* case which must be met by evidence on the part of the defendant, and the transaction is regarded with suspicion." *Scott v. Dansby*, 334 So.2d 331, 333 (Fla. 1<sup>st</sup> DCA 1976). In this instance, the analysis is straightforward.

- Good Faith. The telemarketing operation created and operated by Kevin Guice violated numerous state and federal consumer protection statutes, rules and regulations, and thus cannot support any finding of "good faith." See Section II, ¶¶ 13-20 above; see also Summary Judgment Motion. Kevin Guice caused Loyal Financial and the Shell Companies to make false, material statements that were likely to mislead consumers acting reasonably under the circumstances. See *Summary Judgment Motion; FTC v. Tashman*, 318 F.3d 1273 (11<sup>th</sup> Cir, 2003) (material, false representations likely to mislead consumers

acting reasonably under the circumstances violates Section 5(a) of the FTC Act). Kevin Guice also caused Loyal Financial to violate numerous provisions of the TSR by, among other things, charging an advance fee, using robocalls, calling consumers who had signed up on the National Do-Not-Call Registry, and not paying the required fee to access the information on the National Do-Not-Call Registry. By violating the FTC Act, the TSR and FDUTPA, Kevin Guice, Loyal Financial and the Shell Companies bilked consumers out of over \$23 million. *See* Summary Judgment Motion, fns. 21 & 44. They then transferred almost \$8.6 million, or more than a third of their total take, to the Guices. There is no "good faith" evident from this laundering of the proceeds of the scam.

- Disparity in Value. There is a large disparity between the value of assets transferred by Loyal Financial and the Shell Companies (cash in the amount of \$8,593,352.60) and the value of property, goods or services received in return.<sup>3</sup>

Kevin Guice has refused to answer questions as to whether he worked for the Shell Companies. Shannon Guice testified in her deposition that she could not tell whether her husband worked at all.<sup>4</sup> In Kevin Guice's financial disclosures the Guices claim no ownership interest in the Shell Companies, and the deposition testimony of third parties supports the conclusion that the Guices purposely structured the Shell Companies so that ownership would lie in third parties. *See* 1<sup>st</sup> Norris Depo., 2<sup>nd</sup> Norris Depo. As to the Shell Companies, then, and while Kevin Guice undeniably controlled their operations, the Guices have no formal

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<sup>3</sup> Kevin Guice refused to identify any goods or services he provided to Loyal Financial and the Shell Companies by asserting his Fifth Amendment privilege against self-incrimination. *See Defendant Kevin Guice's Answers to Plaintiff's First Set of Interrogatories*, ¶6. The Court should draw adverse inferences from Kevin Guice's repeated assertions of his Fifth Amendment privilege. *Baxter v. Palmigiano*, 425 U.S. 308, 96 S. Ct. 1551, (1976); *Eagle Hospital Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298 (11<sup>th</sup> Cir. 2009).

<sup>4</sup> *See* 06/20/2016 Deposition of Shannon Guice ("S. Guice Depo.") at 42:3-23.

ownership interest, and provided no goods or services in return for the money they took. Thus, there is no legal basis for them to have received anything from the Shell Companies.

A different analysis may apply to Loyal Financial. Again, the Guices refuse to say whether they own any interest in Loyal Financial, invoking instead their right against self-incrimination, but documentary evidence and other deposition testimony suggests that the Guices owned 50 percent of the company. Assuming this to be the case, the Guices may argue that, as a partial owner of Loyal Financial, the \$1,732,332.60 they received from that company was a return on their investment, and hence not a fraudulent transfer. *See e.g. Scholes v. Lehman*, 56 F.3d 750, 759 (7<sup>th</sup> Cir. 1995); *Donnell v. Kowell*, 533 F.2d 762 (9<sup>th</sup> Cir. 2008). There may be some merit to the argument that, as between a fraudulent transferor and an innocent transferee, the innocent transferee should be entitled to keep the money earned. There is, however, no merit to the proposition that architects of a fraudulent scheme should be permitted to any return on their investments, for the reason that the entire operation that generated the return was fraudulent. *See Scholes v. Lehman*, 56 F.3d at 759. *See* fns. 3 & 4, *supra*. Accordingly, the transfers from Loyal Financial cannot be justified as any return on investment that would equate with reasonably equivalent value.

- Arm's Length Transaction. Finally, the transfers can hardly be characterized as arm's length transactions. An arm's length transaction is "a transaction negotiated by unrelated parties, each acting in his or her own self-interest. . . ." *Black's Law Dictionary*, 5<sup>th</sup> ed. Loyal Financial and the Shell Companies were controlled by Kevin Guice, and hence are not "unrelated" to the Guices. More importantly, under no conceivable basis can Loyal Financial and the Shell Companies justify, as being in their own self-interest,



transferring almost \$8.6 million to the Guices for no consideration. The undeniable fact is that the transfers all were engineered by the person in control of the entire operation, to benefit himself and his spouse. The transfers cannot be considered an arm's length transaction.

C. Remaining Assets Unreasonably Small. The third element of a fraudulent transfer claim is to show that as of the times of the transfers the transferors (i) were engaged or about to engage in a business for which their remaining assets were unreasonably small in relation to the business, or (ii) intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due. In this case, the telemarketing scheme relied exclusively on activities that are pointedly and specifically proscribed by the FTC Act, the TSR, and FDUTPA. The remedies available to the Plaintiffs in this case include money damages for all of the revenues derived under the scheme, less refunds to consumers, because this represents the amount of consumer injury. *See* 15 U.S.C. §§41 *et seq.*; *FTC v. Bronson Partners, LLC*, 654 F.3d 359 (2d Cir. 2011); *FTC v. Febre*, 128 F.3d 530 (7<sup>th</sup> Cir. 1997). In other words, under the FTC Act the net revenues received are not legitimately the property of the Receivership Defendants, because all of those assets are owed to consumers from whom they were wrongfully taken in the first place. *See Bronson Partners, supra*. It follows, then, that after transferring to the Guices almost \$8.6 million of the \$23 million received from consumers, the remaining \$14.4 million (excluding all other expenditures) would be unreasonably small for the remaining business, because the Receivership Defendants still owed consumers \$23 million.

The same analysis supports the conclusion that the Receivership Defendants intended to incur, or knew or reasonably should have known that they would incur debts

beyond their ability to pay. All net revenues derived from consumers were subject to disgorgement because all of the revenues were derived unlawfully. By transferring more than one-third of their assets to the Guices, the Receivership Defendants had to know that the remaining two-thirds (ignoring, again, other expenditures) would be insufficient for them to repay their debts to consumers arising from their unlawful telemarketing scheme.

### **Unjust Enrichment/Disgorgement**

In managing a receivership, courts sit in equity. In shaping equity decrees, courts have broad powers and wide discretion. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11<sup>th</sup> Cir. 1992). Disgorgement is an equitable remedy designed to prevent unjust enrichment. *Commodities Future Trading Commission v. Sidoti*, 178 F.3d 1132 (11<sup>th</sup> Cir. 1999). Equity permits disgorgement if the recipient of funds cannot show a legitimate claim to "ill-gotten" proceeds. *FTC v. Transnet Wireless Corp.*, 506 F. Supp 2d 1247, 1273 (S.D. Fla. 2007). Here, Loyal Financial and the Shell Companies generated almost \$23 million through their unlawful LI and DE programs. Kevin Guice, the mastermind behind the fraud, then caused the transfer of \$8,593,352.60 to himself and his spouse. Both have been unjustly enriched, in that neither has any legitimate basis for having received and retained these funds. In equity, they should be compelled to disgorge them. *See Fito v. Attorneys' Title Insurance Fund, Inc.*, 83 So. 2d 755, 758 (Fla. 3d DCA 2011) (elements of unjust enrichment are that defendant knowingly received a benefit, accepted and retained the benefit, and equity requires the return of the benefit).

### **Remedies**

With regard to fraudulent transfers, a court may (i) avoid the transfer, (ii) issue an attachment or other provisional remedy against the assets transferred or other property of the

transferee, (iii) appoint a receiver to take charge of the asset transferred or of other property of the transferee, or (iv) fashion any other relief that the circumstances may require. Fla. Stat. §726.108(1); *Sallah v. Worldwide Clearing, LLC*, 860 F. Supp. 2d 1329 (S.D. Fla, 2011). Similarly, under an unjust enrichment theory, a Court is authorized to order recipients of ill-gotten gains to disgorge them. *FTC v. Transnet Wireless Corp.*, 506 F. Supp. 2d at 1273. In this instance, the amount at issue is \$8,593,352.60, and the Court should avoid the transfers and order the Guices to return, or disgorge, that amount.

However, the present whereabouts of the \$8,593,352.60 is unknown. In his sworn financial disclosures, Kevin Guice refuses to say what he did with the money, raising instead his Fifth Amendment privilege against self-incrimination.<sup>5</sup> Similarly, at her deposition Shannon Guice testified that she was aware of deposits into the Guices' joint bank accounts, but she raised her spousal privilege to refuse to divulge further information. It is known that Shannon Guice had no employment or other income during the period of time when Loyal Financial and the Shell Companies transferred the money to her joint account, and that Kevin Guice likewise claims no employment, or other income, during the relevant time period.<sup>6</sup>

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<sup>5</sup> Kevin Guice admitted that, after the entry of the Court's preliminary injunctions, and despite the fact that he claims to have earned no income since the commencement of this case, he and his family attended the British Open Golf Championship in Scotland. Guice Depo. at 26-27.

<sup>6</sup> The Guices' 2013 joint federal tax return shows that they reported adjusted gross income for 2013 of \$688,472.00. This figure significantly understates the actual income they received. See Section II, ¶19 above. Schedule E to the Guices' 2013 federal tax return shows that they received \$693,268 from Loyal Financial, but nothing from any other source. Exhibit "3" hereto demonstrates that, in fact, the Guices received more than \$1.6 million in 2013 from Loyal Financial alone. The Guices' 2014 federal return shows adjusted gross income of \$460,869, consisting primarily of (i) \$652,447 as income from Loyal Financial, and (ii) deductions of \$266,631.00 for expenses associated with the *Tuff Life II*. The Guices failed to report any income from any other source. The Guices have failed to provide their 2015 or 2016 federal tax returns. See Receiver's Declaration, ¶¶ 13-25.

Because the Guices refuse to account for or turn over the \$8.6 million they received, the Court should impose a constructive trust over all of the Guices' assets in favor of the Receiver, and authorize the Receiver to liquidate those assets. A constructive trust

is one raised by equity in respect to property which has been acquired by fraud, or where, though acquired originally without fraud, it is against equity that it should be retained by him who holds it.

*Quinn v. Phipps*, 93 Fla. 805, 113 So. 419, 422 (1927). A constructive trust arises "in a situation where there is a wrongful taking of the property of another." *Abele v. Sawyer*, 750 So.2d 70 (Fla. 4<sup>th</sup> DCA 1999). The trust is "constructed" by equity to prevent an unjust enrichment of one person at the expense of another as the result of fraud, undue influence, abuse of confidence or mistake in the transaction that originates the problem. *Wadlington v. Edwards*, 92 So. 2d 629 (Fla. 1957). A constructive trust can be imposed against a recipient of funds who has not engaged in the wrongful conduct that justifies the imposition of the trust. *See Browning v. Browning*, 784 So.2d 1145 (Fla. 2d DCA 2001). A constructive trust arises solely by operation of law; it is a remedial device which is designed to restore property to the rightful owner, and to prevent unjust enrichment. *Provence v. Palm Beach Taverns, Inc.*, 676 So.2d 1022, 1025 (Fla. 4<sup>th</sup> DCA 1996).

In *SEC v. Lauer*, 445 F. Supp. 2d 1362 (S.D. Fla. 2006), *affirmed SEC v. Lauer*, no. 09-15138 (11<sup>th</sup> Cir. April 19, 2012), the district court was faced with the question of whether the remedy of disgorgement must be limited solely to the actual assets that had been wrongfully transferred. In that case the Court entered a preliminary injunction that, effectively, froze all of the assets of the Defendant Lauer, based on allegations of fraudulent conduct. Lauer then moved to modify the injunction with respect to a condominium unit in New York, so that he

could sell it, on the alleged basis that he had acquired the unit with assets that he held prior to the time of the alleged fraud. The court authorized the sale of the condominium, but directed that the sale proceeds be held in escrow pending further adjudication. Lauer challenged this ruling, arguing, again, that the unit had been purchased with money that did not derive from the alleged fraud, and thus could not be subject to disgorgement. The district court ruled that there was no requirement of tracing. Specifically, citing *SEC v. Banner Fund International*, 211 F.3d 602 (D.C. Cir. 2000), the district court held that

the requirement of a causal relationship between a wrongful act and the property to be disgorged does not imply that a court may order a malefactor to disgorge only the actual property obtained by means of his wrongful act. Rather, **the causal connection required is between the amount by which the defendant was unjustly enriched and the amount he can be required to disgorge.** To hold, as Blackwell maintains, that a court may order a defendant to disgorge only the actual assets unjustly received would lead to absurd results. Under Blackwell's approach, for example, a defendant who was careful to spend all the proceeds of his fraudulent scheme, while husbanding his other assets, would be immune from an order of disgorgement. Blackwell's would be a monstrous doctrine for it would perpetuate rather than correct an inequity.

*Lauer*, 445 F. Supp. 2d at 1369-70 (emphasis in original). *But see Commodities Future Trading Commission v. Sidoti*, 178 F.3d 1132 (11<sup>th</sup> Cir. 1999).

The Guices lived well off of the money that originated with defrauded consumers. After January 2, 2013,<sup>7</sup> they purchased the *Tuff Life II*, a 55' yacht that the Receiver has already liquidated for the benefit of the receivership estates.<sup>8</sup> They also purchased a 2013 Porsche Panamara, two 2014 Yamaha jet skis with a trailer, their home located at 3609 Oriskany Drive, Orlando, Florida,<sup>9</sup> a pool table, 20 watches with a retail value of over \$270,000, jewelry, a 15

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<sup>7</sup> This is the date of the first transfer of funds that the Receiver challenges in this motion.

<sup>8</sup> See *Receiver's Second Interim Report, Concerning the Sale of the Tuff Life II* (doc. no. 114).

<sup>9</sup> The Guices continuously made mortgage payments from the funds they received from Loyal Financial and the Shell Companies, and they also improved their home by adding brick pavers, a championship golf putting green, a boat dock, and mature trees. See Receiver's Declaration, ¶¶ 6-12; see also S. Guice Depo. at 38-40.

percent interest in a company called Creative Pyrotechnics, LLC, golf clubs, furniture, and other items of personal property. Attached as Exhibit "10" is a list of cash, real and personal property identified on Kevin Guice's financial disclosure form. This, and all of the Guices' other undisclosed real and personal property, should be subject to the constructive trust.<sup>10</sup>

That the Oriskany Drive property may constitute the Guices' homestead does not insulate it from a constructive trust. Florida recognizes broad homestead exemptions, and the general rule is that the homestead exemption is to be liberally construed in the interest of protecting the family home. *Havoco of America, Ltd. v. Hill*, 790 So.2d 1018, 1020 (Fla. 2001). However, the homestead exemption "is not to be so liberally construed as to make it an instrument of fraud or imposition upon creditors." *Id.* There is no homestead protection where funds obtained through fraud or egregious conduct were used to invest in, purchase or improve the homestead. *Id.* at 1028; *see also Randazzo v. Randazzo*, 980 So.2d 1210, 1212 (Fla. 3d DCA 2008). In such circumstances, a court may impose a constructive trust over homestead property. *In re Financial Federated Title and Trust, Inc.*, 347 F.3d 880 (11<sup>th</sup> Cir. 2003).

In this case, it cannot be disputed that the Guices utilized a portion of the \$8.6 million that they received from Loyal Financial and the Shell Companies to purchase, maintain and improve the Oriskany Drive property; more importantly, there is no evidence that they used money that derived from any other source. The Guices reported approximately \$690,000 in income on their federal tax return for all of 2013, and while this understates their actual income for that year (by over \$1 million!) they claim no income from any source other than Loyal

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<sup>10</sup> The financial disclosure form, which Kevin Guice was ordered to complete when the Court entered the TRO, is incomplete, and despite requests, Kevin Guice has refused to update it so that it is accurate. The Court should compel Kevin Guice to provide an accurate financial disclosure form that identifies all personal property in his possession or under his control.

Financial. In fact, Kevin Guice refuses to identify any other source of income, for any period of time. Shannon Guice admitted that she was not employed in 2013 or thereafter, and that she otherwise had no income, and that she could not tell whether her spouse worked at all.<sup>11</sup>

The Guices purchased their home on August 2, 2013, for \$575,000. From January 2, 2013, through August 2, 2013, they received \$1,075,609.30 from Loyal Financial, but nothing from any other source. Receiver's Declaration, ¶¶ 7, 17. They paid \$215,060.00 as a down payment, with funds that derived from Loyal Financial. Receiver's Declaration, ¶¶ 8, 17. For the balance of the purchase price, the Guices took out a mortgage loan that required them to make monthly payments (including amounts for taxes and insurance); through the commencement of this case, the mortgage payments totaled at least \$117,432.75. Receiver's Declaration, ¶¶ 9, 10 & 12. The Guices improved their home by adding, among other things, brick pavers, mature trees, a boat dock and a putting green. S. Guice Depo at 38-39, Receiver's Declaration at ¶ 11. The down payment, mortgage payments and costs for improvements total \$479,866.43. These items alone demonstrate that the Guices used \$479,866.43 of the funds they derived from Loyal Financial and the Shell Companies to purchase, maintain and improve the Oriskany Drive property, because Loyal Financial and the Shell Companies were the only source of money that they had. Receiver's Declaration, ¶¶ 12-26. The Oriskany Drive property should be subject to a constructive trust in favor of the Receiver, along with all of the Guices' other property.

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<sup>11</sup> S. Guice Depo., p. 9, lines 13-24, p. 42, lines 1-23.

V. CONCLUSION

The Guices received at least \$8,593,352.60 directly from the Defendants' telemarketing businesses, giving no consideration in return. All of this money derived from Loyal Financial and the Shell Companies, which were controlled by Kevin Guice. The Guices used the money to purchase the Oriskany Drive Property and many items of personal property, many of which they have yet to identify. The money, and the assets that were purchased with the money, must be returned to the Receiver so that they can be made available for consumers injured by virtue of the Defendants' unlawful activities. The Court, sitting in equity, should direct the return of the money, and the imposition of a constructive trust over the assets in favor of the Receiver. The Court also should authorize the Receiver to liquidate the assets for the benefit of the receivership estates.

*/s/ Mark J. Bernet*

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Mark J. Bernet, Receiver  
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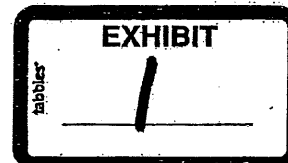
CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing was served by e-mail this 7<sup>th</sup> day of June, 2017, to Matthew Leibert, Esq., [leibert@urbanthier.com](mailto:leibert@urbanthier.com); David Hill, Esq., [dphillpa@cfl.rr.com](mailto:dphillpa@cfl.rr.com); Heiko G. Moenckmeier, Esq., [heikogeorge@gmail.com](mailto:heikogeorge@gmail.com); Elias Hilal, Esq., [eliashilal@ehrlaw.com](mailto:eliashilal@ehrlaw.com), Jennifer Knutton, Esq., [jennifer.knutton@myfloridalegal.com](mailto:jennifer.knutton@myfloridalegal.com); Tejasvi Srimushnam, Esq., [tsrimushnam@ftc.gov](mailto:tsrimushnam@ftc.gov); Josh Doan, Esq., [jdoan@ftc.gov](mailto:jdoan@ftc.gov); Denise Beamer, Esq., [denise.beamer@myfloridalegal.com](mailto:denise.beamer@myfloridalegal.com); and Mario Ceballos, Esq., [mceballos@ceballos-law.com](mailto:mceballos@ceballos-law.com); and by mail and e-mail to Kevin Guice, 3609 Oriskany Drive, Orlando, Florida 32820, e-mail [k McGuice@bellsouth.net](mailto:k McGuice@bellsouth.net).

/s/ Mark J. Bernet

Mark J. Bernet, Receiver

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice						
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation	
1	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/2/2013	203.00	ATM Withdrawal	Attachment D - Page 1	
2	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/15/2013	600.00	ATM Withdrawal	Attachment D - Page 1	
3	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/16/2013	600.00	ATM Withdrawal	Attachment D - Page 1	
4	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/29/2013	2,000.00	Cash Withdrawal	Attachment D - Page 1	
5	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/31/2013	600.00	ATM Withdrawal	Attachment D - Page 1	
6	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/5/2013	2,500.00	Cash Withdrawal	Attachment D - Page 2	
7	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/5/2013	300.00	ATM Withdrawal	Attachment D - Page 3	
8	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/11/2013	403.00	ATM Withdrawal	Attachment D - Page 3	
9	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/11/2013	203.00	ATM Withdrawal	Attachment D - Page 3	
10	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/14/2013	500.00	ATM Withdrawal	Attachment D - Page 3	
11	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/19/2013	300.00	ATM Withdrawal	Attachment D - Page 3	
12	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/22/2013	300.00	ATM Withdrawal	Attachment D - Page 3	
13	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/4/2013	5,000.00	Cash Withdrawal	Attachment D - Page 4	
14	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/6/2013	303.00	ATM Withdrawal	Attachment D - Page 5	
15	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/7/2013	502.50	ATM Withdrawal	Attachment D - Page 5	
16	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/8/2013	402.95	ATM Withdrawal	Attachment D - Page 5	
17	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/11/2013	403.00	ATM Withdrawal	Attachment D - Page 5	



Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
18	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/11/2013	203.00	ATM Withdrawal	Attachment D - Page 5
19	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/12/2013	2,500.00	Transfer to #8841	Attachment D - Page 4
20	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/12/2013	500.00	Cash Withdrawal	Attachment D - Page 4
21	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/12/2013	603.00	ATM Withdrawal	Attachment D - Page 5
22	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/15/2013	600.00	ATM Withdrawal	Attachment D - Page 6
23	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/18/2013	6,000.00	Cash Withdrawal	Attachment D - Page 4
24	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/18/2013	600.00	ATM Withdrawal	Attachment D - Page 6
25	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/19/2013	2,500.00	Cash Withdrawal	Attachment D - Page 4
26	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/20/2013	600.00	ATM Withdrawal	Attachment D - Page 6
27	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/21/2013	15,000.00	Transfer to #8841	Attachment D - Page 4
28	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/21/2013	6,000.00	Cash Withdrawal	Attachment D - Page 4
29	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/22/2013	10,000.00	Transfer to #8841	Attachment D - Page 4
30	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/22/2013	6,500.00	Cash Withdrawal	Attachment D - Page 4
31	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/25/2013	7,000.00	Cash Withdrawal	Attachment D - Page 4
32	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/26/2013	2,500.00	Cash Withdrawal	Attachment D - Page 5
33	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/27/2013	2,500.00	Cash Withdrawal	Attachment D - Page 5
34	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/28/2013	6,000.00	Cash Withdrawal	Attachment D - Page 5

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
35	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/28/2013	600.00	ATM Withdrawal	Attachment D - Page 6
36	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/29/2013	3,000.00	Cash Withdrawal	Attachment D - Page 5
37	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/29/2013	1,000.00	Cash Withdrawal	Attachment D - Page 5
38	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	3/29/2013	600.00	ATM Withdrawal	Attachment D - Page 6
39	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/1/2013	2,500.00	Cash Withdrawal	Attachment D - Page 7
40	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/1/2013	600.00	ATM Withdrawal	Attachment D - Page 9
41	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/2/2013	40,000.00	Transfer to #8841	Attachment D - Page 7
42	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/2/2013	2,500.00	Cash Withdrawal	Attachment D - Page 7
43	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/4/2013	2,500.00	Cash Withdrawal	Attachment D - Page 7
44	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/8/2013	2,500.00	Cash Withdrawal	Attachment D - Page 7
45	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/8/2013	600.00	ATM Withdrawal	Attachment D - Page 9
46	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/8/2013	600.00	ATM Withdrawal	Attachment D - Page 9
47	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/9/2013	35,000.00	Transfer to #8841	Attachment D - Page 7
48	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/9/2013	5,000.00	Cash Withdrawal	Attachment D - Page 7
49	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/11/2013	603.00	ATM Withdrawal	Attachment D - Page 9
50	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/12/2013	12,000.00	Transfer to #8841	Attachment D - Page 8
51	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/12/2013	2,500.00	Cash Withdrawal	Attachment D - Page 8

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
52	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/15/2013	20,000.00	Transfer to #8841	Attachment D - Page 8
53	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/15/2013	2,500.00	Cash Withdrawal	Attachment D - Page 8
54	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/15/2013	4,000.00	Cash Withdrawal	Attachment D - Page 8
55	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/15/2013	600.00	ATM Withdrawal	Attachment D - Page 9
56	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/16/2013	603.00	ATM Withdrawal	Attachment D - Page 9
57	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/17/2013	5,000.00	Cash Withdrawal	Attachment D - Page 8
58	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/19/2013	40,000.00	Transfer to #8841	Attachment D - Page 8
59	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/19/2013	2,500.00	Cash Withdrawal	Attachment D - Page 8
60	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/22/2013	6,000.00	Cash Withdrawal	Attachment D - Page 8
61	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/22/2013	603.00	ATM Withdrawal	Attachment D - Page 9
62	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/25/2013	40,000.00	Transfer to #8841	Attachment D - Page 9
63	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/25/2013	2,500.00	Cash Withdrawal	Attachment D - Page 9
64	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/26/2013	603.00	ATM Withdrawal	Attachment D - Page 10
65	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/29/2013	5,000.00	Cash Withdrawal	Attachment D - Page 9
66	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/29/2013	600.00	ATM Withdrawal	Attachment D - Page 10
67	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/29/2013	403.00	ATM Withdrawal	Attachment D - Page 10
68	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/29/2013	203.00	ATM Withdrawal	Attachment D - Page 10

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
69	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/1/2013	60,000.00	Transfer to #8841	Attachment D - Page 11
70	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/2/2013	603.00	ATM Withdrawal	Attachment D - Page 13
71	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/3/2013	50,000.00	Transfer to #8841	Attachment D - Page 11
72	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/3/2013	8,000.00	Cash Withdrawal	Attachment D - Page 11
73	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/10/2013	2,500.00	Cash Withdrawal	Attachment D - Page 12
74	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/10/2013	600.00	ATM Withdrawal	Attachment D - Page 13
75	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/13/2013	40,000.00	Transfer to #8841	Attachment D - Page 12
76	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/13/2013	7,000.00	Cash Withdrawal	Attachment D - Page 12
77	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/13/2013	600.00	ATM Withdrawal	Attachment D - Page 13
78	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/14/2013	6,000.00	Cash Withdrawal	Attachment D - Page 12
79	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/15/2013	2,500.00	Cash Withdrawal	Attachment D - Page 12
80	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/16/2013	2,500.00	Cash Withdrawal	Attachment D - Page 12
81	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/20/2013	40,000.00	Transfer to #8841	Attachment D - Page 12
82	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/20/2013	2,500.00	Cash Withdrawal	Attachment D - Page 12
83	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/20/2013	2,500.00	Cash Withdrawal	Attachment D - Page 12
84	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/21/2013	604.00	ATM Withdrawal	Attachment D - Page 14
85	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/23/2013	8,000.00	Cash Withdrawal	Attachment D - Page 12

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
86	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/24/2013	2,500.00	Cash Withdrawal	Attachment D - Page 13
87	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/28/2013	40,000.00	Transfer to #8841	Attachment D - Page 13
88	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/28/2013	2,500.00	Cash Withdrawal	Attachment D - Page 13
89	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/28/2013	603.00	ATM Withdrawal	Attachment D - Page 14
90	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/30/2013	600.00	ATM Withdrawal	Attachment D - Page 14
91	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/31/2013	30,000.00	Transfer to #8841	Attachment D - Page 13
92	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	5/31/2013	7,000.00	Cash Withdrawal	Attachment D - Page 13
93	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/7/2013	50,000.00	Transfer to #8841	Attachment D - Page 15
94	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/7/2013	2,500.00	Cash Withdrawal	Attachment D - Page 15
95	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/10/2013	2,500.00	Cash Withdrawal	Attachment D - Page 15
96	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/13/2013	50,000.00	Transfer to #8841	Attachment D - Page 15
97	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/18/2013	2,500.00	Cash Withdrawal	Attachment D - Page 15
98	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/18/2013	600.00	ATM Withdrawal	Attachment D - Page 16
99	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/20/2013	40,000.00	Transfer to #8841	Attachment D - Page 15
100	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/21/2013	143.00	ATM Withdrawal	Attachment D - Page 16
101	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/24/2013	2,500.00	Cash Withdrawal	Attachment D - Page 15
102	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/24/2013	603.00	ATM Withdrawal	Attachment D - Page 16

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
103	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/27/2013	2,500.00	Cash Withdrawal	Attachment D - Page 15
104	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/28/2013	30,000.00	Transfer to #8841	Attachment D - Page 15
105	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	6/28/2013	2,500.00	Cash Withdrawal	Attachment D - Page 15
106	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/3/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
107	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/3/2013	603.00	ATM Withdrawal	Attachment D - Page 18
108	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/5/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
109	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/5/2013	600.00	ATM Withdrawal	Attachment D - Page 18
110	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/9/2013	40,000.00	Transfer to #8841	Attachment D - Page 17
111	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/9/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
112	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/9/2013	600.00	ATM Withdrawal	Attachment D - Page 18
113	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/11/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
114	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/15/2013	600.00	ATM Withdrawal	Attachment D - Page 19
115	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/17/2013	40,000.00	Transfer to #8841	Attachment D - Page 17
116	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/17/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
117	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/19/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
118	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/22/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
119	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/23/2013	25,000.00	Transfer to #8841	Attachment D - Page 17



Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
120	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/23/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
121	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/23/2013	7,000.00	Cash Withdrawal	Attachment D - Page 17
122	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/23/2013	200.00	ATM Withdrawal	Attachment D - Page 19
123	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/24/2013	2,500.00	Cash Withdrawal	Attachment D - Page 17
124	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/24/2013	402.95	ATM Withdrawal	Attachment D - Page 19
125	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/24/2013	202.95	ATM Withdrawal	Attachment D - Page 19
126	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/25/2013	30,000.00	Transfer to #8841	Attachment D - Page 17
127	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/25/2013	2,500.00	Cash Withdrawal	Attachment D - Page 18
128	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/26/2013	2,500.00	Cash Withdrawal	Attachment D - Page 18
129	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/29/2013	2,500.00	Cash Withdrawal	Attachment D - Page 18
130	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/30/2013	8,000.00	Cash Withdrawal	Attachment D - Page 18
131	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/31/2013	50,000.00	Transfer to #8841	Attachment D - Page 18
132	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	7/31/2013	2,500.00	Cash Withdrawal	Attachment D - Page 18
133	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/1/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
134	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/8/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
135	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/9/2013	40,000.00	Transfer to #8841	Attachment D - Page 21
136	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/9/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
137	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/9/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
138	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/9/2013	300.00	ATM Withdrawal	Attachment D - Page 22
139	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/12/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
140	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/12/2013	600.00	ATM Withdrawal	Attachment D - Page 22
141	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/14/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
142	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/15/2013	40,000.00	Transfer to #8841	Attachment D - Page 21
143	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/15/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
144	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/16/2013	8,000.00	Cash Withdrawal	Attachment D - Page 21
145	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/19/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
146	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/20/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
147	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/22/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
148	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/22/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
149	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/23/2013	30,000.00	Transfer to #8841	Attachment D - Page 21
150	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/23/2013	7,000.00	Cash Withdrawal	Attachment D - Page 21
151	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/26/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
152	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/27/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21
153	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/27/2013	2,500.00	Cash Withdrawal	Attachment D - Page 21

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
154	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/28/2013	403.00	ATM Withdrawal	Attachment D - Page 24
155	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	8/28/2013	203.00	ATM Withdrawal	Attachment D - Page 24
156	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/3/2013	600.00	ATM Withdrawal	Attachment D - Page 26
157	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/4/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
158	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/6/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
159	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/6/2013	600.00	ATM Withdrawal	Attachment D - Page 26
160	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/9/2013	4,000.00	Cash Withdrawal	Attachment D - Page 25
161	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/10/2013	600.00	ATM Withdrawal	Attachment D - Page 26
162	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/11/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
163	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/11/2013	600.00	ATM Withdrawal	Attachment D - Page 26
164	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/16/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
165	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/17/2013	35,000.00	Transfer to #8841	Attachment D - Page 25
166	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/17/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
167	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/18/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
168	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/18/2013	502.75	ATM Withdrawal	Attachment D - Page 27
169	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/18/2013	102.75	ATM Withdrawal	Attachment D - Page 27
170	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/20/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
171	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/23/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
172	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/24/2013	30,000.00	Transfer to #8841	Attachment D - Page 25
173	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/24/2013	2,500.00	Cash Withdrawal	Attachment D - Page 25
174	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	9/26/2013	5,000.00	Cash Withdrawal	Attachment D - Page 25
175	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/1/2013	19,000.00	Transfer to #8841	Attachment D - Page 29
176	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/1/2013	6,000.00	Cash Withdrawal	Attachment D - Page 29
177	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/7/2013	600.00	ATM Withdrawal	Attachment D - Page 30
178	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/8/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
179	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/9/2013	20,000.00	Transfer to #8841	Attachment D - Page 29
180	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/9/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
181	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/11/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
182	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/16/2013	10,000.00	Transfer to #8841	Attachment D - Page 29
183	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/16/2013	7,000.00	Cash Withdrawal	Attachment D - Page 29
184	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/16/2013	503.00	ATM Withdrawal	Attachment D - Page 31
185	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/17/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
186	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/17/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
187	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/18/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
188	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/21/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
189	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/23/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
190	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/24/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
191	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/25/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
192	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/28/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
193	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/28/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
194	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/29/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
195	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/29/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
196	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/30/2013	2,500.00	Cash Withdrawal	Attachment D - Page 29
197	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/30/2013	-600.00	ATM Withdrawal	Attachment D - Page 32
198	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/31/2013	2,500.00	Cash Withdrawal	Attachment D - Page 30
199	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	10/31/2013	2,500.00	Cash Withdrawal	Attachment D - Page 30
200	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/1/2013	2,500.00	Cash Withdrawal	Attachment D - Page 33
201	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/4/2013	4,000.00	Cash Withdrawal	Attachment D - Page 33
202	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/5/2013	2,500.00	Cash Withdrawal	Attachment D - Page 33
203	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/6/2013	4,500.00	Cash Withdrawal	Attachment D - Page 33
204	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/7/2013	5,000.00	Cash Withdrawal	Attachment D - Page 33

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
205	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/12/2013	6,000.00	Cash Withdrawal	Attachment D - Page 33
206	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/12/2013	2,500.00	Cash Withdrawal	Attachment D - Page 33
207	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/13/2013	3,500.00	Cash Withdrawal	Attachment D - Page 33
208	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/13/2013	2,500.00	Cash Withdrawal	Attachment D - Page 33
209	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/18/2013	4,000.00	Cash Withdrawal	Attachment D - Page 33
210	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/19/2013	2,500.00	Cash Withdrawal	Attachment D - Page 33
211	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/20/2013	600.00	ATM Withdrawal	Attachment D - Page 34
212	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/21/2013	2,500.00	Cash Withdrawal	Attachment D - Page 33
213	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/25/2013	7,000.00	Cash Withdrawal	Attachment D - Page 33
214	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/26/2013	7,000.00	Cash Withdrawal	Attachment D - Page 33
215	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/27/2013	35,000.00	Transfer to #8841	Attachment D - Page 33
216	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	11/27/2013	6,000.00	Cash Withdrawal	Attachment D - Page 33
217	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/2/2013	502.75	ATM Withdrawal	Attachment D - Page 35
218	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/4/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35
219	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/5/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35
220	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/6/2013	50,000.00	Transfer to #8841	Attachment D - Page 35
221	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/6/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
222	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/9/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35
223	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/9/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35
224	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/10/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35
225	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/12/2013	3,500.00	Cash Withdrawal	Attachment D - Page 35
226	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/13/2013	4,000.00	Cash Withdrawal	Attachment D - Page 35
227	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/17/2013	2,500.00	Cash Withdrawal	Attachment D - Page 35
228	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/19/2013	603.00	ATM Withdrawal	Attachment D - Page 36
229	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	12/30/2013	4,000.00	Cash Withdrawal	Attachment D - Page 35
230	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/3/2014	5,000.00	Cash Withdrawal	Attachment D - Page 37
231	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/14/2014	20,000.00	Transfer to #8841	Attachment D - Page 37
232	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/14/2014	2,500.00	Cash Withdrawal	Attachment D - Page 37
233	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/27/2014	25,000.00	Transfer to #8841	Attachment D - Page 37
234	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/27/2014	6,000.00	Cash Withdrawal	Attachment D - Page 37
235	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/29/2014	30,000.00	Transfer to #8841	Attachment D - Page 37
236	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/29/2014	6,000.00	Cash Withdrawal	Attachment D - Page 37
237	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	1/30/2014	6,000.00	Cash Withdrawal	Attachment D - Page 37
238	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/5/2014	5,000.00	Cash Withdrawal	Attachment D - Page 38

Payments from Loyal Financial & Credit Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
239	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/20/2014	5,000.00	Cash Withdrawal	Attachment D - Page 39
240	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	2/21/2014	6,000.00	Cash Withdrawal	Attachment D - Page 39
241	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/10/2014	303.00	ATM Withdrawal	Attachment D - Page 41
242	Loyal Financial & Credit Services LLC (Bank of America NA #6955)	4/17/2014	3,500.00	Cash Withdrawal	Attachment D - Page 40
<b>Total</b>			<b>1,732,332.60</b>		



Payments from PW&F Consultants of Florida, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
1	PW&F Consultants of Florida LLC (Bank of America NA #6309)	8/22/2014	19,500.00	Wire Out	Attachment B - Page 1
2	PW&F Consultants of Florida LLC (Bank of America NA #6309)	8/26/2014	78,500.00	Wire Out	Attachment B - Page 2
3	PW&F Consultants of Florida LLC (Bank of America NA #6309)	8/27/2014	24,500.00	Wire Out	Attachment B - Page 3
4	PW&F Consultants of Florida LLC (Bank of America NA #6309)	9/2/2014	48,020.00	Wire Out	Attachment B - Page 4
5	PW&F Consultants of Florida LLC (Bank of America NA #6309)	9/5/2014	45,000.00	Wire Out	Attachment B - Page 5
6	PW&F Consultants of Florida LLC (Bank of America NA #6309)	9/8/2014	24,500.00	Wire Out	Attachment B - Page 6
7	PW&F Consultants of Florida LLC (Bank of America NA #6309)	9/16/2014	30,000.00	Wire Out	Attachment B - Page 7
8	PW&F Consultants of Florida LLC (Bank of America NA #6309)	9/24/2014	40,000.00	Wire Out	Attachment B - Page 8
9	PW&F Consultants of Florida LLC (Bank of America NA #6309)	9/30/2014	78,500.00	Wire Out	Attachment B - Page 9
10	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/2/2014	100,000.00	Wire Out	Attachment B - Page 10
11	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/8/2014	58,000.00	Wire Out	Attachment B - Page 11
12	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/10/2014	49,500.00	Wire Out	Attachment B - Page 12
13	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/15/2014	50,500.00	Wire Out	Attachment B - Page 13
14	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/17/2014	50,000.00	Wire Out	Attachment B - Page 14
15	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/22/2014	60,000.00	Wire Out	Attachment B - Page 15
16	PW&F Consultants of Florida LLC (Bank of America NA #6309)	10/29/2014	110,000.00	Wire Out	Attachment B - Page 16
17	PW&F Consultants of Florida LLC (Bank of America NA #6309)	11/6/2014	70,000.00	Wire Out	Attachment B - Page 17



Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
18	PW&F Consultants of Florida LLC (Bank of America NA #6309)	11/13/2014	70,000.00	Wire Out	Attachment B - Page 18
19	PW&F Consultants of Florida LLC (Bank of America NA #6309)	11/20/2014	80,000.00	Wire Out	Attachment B - Page 19
20	PW&F Consultants of Florida LLC (Bank of America NA #6309)	12/3/2014	60,000.00	Wire Out	Attachment B - Page 20
21	PW&F Consultants of Florida LLC (Bank of America NA #6309)	12/10/2014	70,000.00	Wire Out	Attachment B - Page 21
22	PW&F Consultants of Florida LLC (Bank of America NA #6309)	12/17/2014	100,000.00	Wire Out	Attachment B - Page 22
23	PW&F Consultants of Florida LLC (Bank of America NA #6309)	12/22/2014	30,000.00	Wire Out	Attachment B - Page 23
24	PW&F Consultants of Florida LLC (Bank of America NA #6309)	12/24/2014	60,000.00	Wire Out	Attachment B - Page 24
25	PW&F Consultants of Florida LLC (Bank of America NA #6309)	12/31/2014	60,000.00	Wire Out	Attachment B - Page 25
26	PW&F Consultants of Florida LLC (Bank of America NA #6309)	1/14/2015	45,000.00	Wire Out	Attachment B - Page 26
27	PW&F Consultants of Florida LLC (Bank of America NA #6309)	1/16/2015	20,000.00	Wire Out	Attachment B - Page 27
28	PW&F Consultants of Florida LLC (Bank of America NA #6309)	1/23/2015	30,000.00	Wire Out	Attachment B - Page 28
29	PW&F Consultants of Florida LLC (Bank of America NA #6309)	1/29/2015	90,000.00	Wire Out	Attachment B - Page 29
30	PW&F Consultants of Florida LLC (Bank of America NA #6309)	2/6/2015	60,000.00	Wire Out	Attachment B - Page 30
31	PW&F Consultants of Florida LLC (Bank of America NA #6309)	2/12/2015	50,000.00	Wire Out	Attachment B - Page 31
32	PW&F Consultants of Florida LLC (Bank of America NA #6309)	2/18/2015	80,000.00	Wire Out	Attachment B - Page 32
	<b>Total</b>		<b>1,841,520.00</b>		

Payments from URB Management, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
1	URB Management LLC (Bank of America NA #4450)	9/16/2013	22,000.00	Transfer to #8841	Attachment F - Page 1
2	URB Management LLC (Bank of America NA #7561)	9/26/2013	14,000.00	Transfer to #8841	Attachment F - Page 2
3	URB Management LLC (Bank of America NA #4450)	10/11/2013	10,000.00	Transfer to #8841	Attachment F - Page 3
4	URB Management LLC (Bank of America NA #4450)	10/16/2013	20,000.00	Transfer to #8841	Attachment F - Page 3
5	URB Management LLC (Bank of America NA #4450)	10/18/2013	20,000.00	Transfer to #8841	Attachment F - Page 3
6	URB Management LLC (Bank of America NA #4450)	10/23/2013	40,000.00	Transfer to #8841	Attachment F - Page 4
7	URB Management LLC (Bank of America NA #4450)	10/25/2013	20,000.00	Transfer to #8841	Attachment F - Page 4
8	URB Management LLC (Bank of America NA #4450)	10/30/2013	10,000.00	Transfer to #8841	Attachment F - Page 5
9	URB Management LLC (Bank of America NA #4450)	11/1/2013	30,000.00	Transfer to #8841	Attachment F - Page 6
10	URB Management LLC (Bank of America NA #4450)	11/6/2013	30,000.00	Transfer to #8841	Attachment F - Page 6
11	URB Management LLC (Bank of America NA #4450)	11/8/2013	30,000.00	Transfer to #8841	Attachment F - Page 6
12	URB Management LLC (Bank of America NA #4450)	11/13/2013	30,000.00	Transfer to #8841	Attachment F - Page 7
13	URB Management LLC (Bank of America NA #4450)	11/14/2013	30,000.00	Transfer to #8841	Attachment F - Page 7
14	URB Management LLC (Bank of America NA #4450)	11/15/2013	45,000.00	Transfer to #8841	Attachment F - Page 8
15	URB Management LLC (Bank of America NA #4450)	11/20/2013	50,000.00	Transfer to #8841	Attachment F - Page 9
16	URB Management LLC (Bank of America NA #4450)	12/11/2013	68,000.00	Transfer to #8841	Attachment F - Page 10
17	URB Management LLC (Bank of America NA #4450)	12/24/2013	45,000.00	Transfer to #8841	Attachment F - Page 11



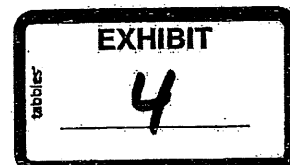
Payments from URB Management, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
18	URB Management LLC (Bank of America NA #4450)	12/27/2013	20,000.00	Transfer to #8841	Attachment F - Page 12
19	URB Management LLC (Bank of America NA #4450)	12/31/2013	13,500.00	Transfer to #8841	Attachment F - Page 12
20	URB Management LLC (Bank of America NA #4450)	1/3/2014	30,000.00	Transfer to #8841	Attachment F - Page 13
21	URB Management LLC (Bank of America NA #4450)	1/6/2014	10,000.00	Transfer to #8841	Attachment F - Page 13
22	URB Management LLC (Bank of America NA #4450)	1/15/2014	30,000.00	Transfer to #8841	Attachment F - Page 14
23	URB Management LLC (Bank of America NA #4450)	2/5/2014	80,000.00	Transfer to #8841	Attachment F - Page 15
24	URB Management LLC (Bank of America NA #4450)	2/12/2014	40,000.00	Transfer to #8841	Attachment F - Page 16
25	URB Management LLC (Bank of America NA #4450)	2/20/2014	50,000.00	Transfer to #8841	Attachment F - Page 17
26	URB Management LLC (Bank of America NA #4450)	2/26/2014	40,000.00	Transfer to #8841	Attachment F - Page 18
27	URB Management LLC (Bank of America NA #4450)	3/5/2014	34,000.00	Transfer to #8841	Attachment F - Page 19
28	URB Management LLC (Bank of America NA #4450)	3/7/2014	54,000.00	Transfer to #8841	Attachment F - Page 20
29	URB Management LLC (Bank of America NA #4450)	3/12/2014	47,500.00	Transfer to #8841	Attachment F - Page 20
30	URB Management LLC (Bank of America NA #4450)	3/19/2014	34,000.00	Transfer to #8841	Attachment F - Page 21
31	URB Management LLC (Bank of America NA #4450)	3/26/2014	55,000.00	Transfer to #8841	Attachment F - Page 22
32	URB Management LLC (Bank of America NA #4450)	4/2/2014	41,000.00	Transfer to #8841	Attachment F - Page 23
33	URB Management LLC (Bank of America NA #4450)	4/4/2014	10,000.00	Transfer to #8841	Attachment F - Page 24
34	URB Management LLC (Bank of America NA #4450)	4/9/2014	65,000.00	Transfer to #8841	Attachment F - Page 25

Payments from URB Management, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
35	URB Management LLC (Bank of America NA #4450)	4/16/2014	62,000.00	Transfer to #8841	Attachment F - Page 26
36	URB Management LLC (Bank of America NA #4450)	4/23/2014	67,000.00	Transfer to #8841	Attachment F - Page 27
37	URB Management LLC (Bank of America NA #4450)	4/30/2014	60,000.00	Transfer to #8841	Attachment F - Page 28
38	URB Management LLC (Bank of America NA #4450)	5/7/2014	35,500.00	Transfer to #8841	Attachment F - Page 29
39	URB Management LLC (Bank of America NA #4450)	5/14/2014	29,000.00	Wire to Kevin Guice	Attachment F - Page 30
40	URB Management LLC (Bank of America NA #4450)	5/21/2014	46,000.00	Wire to Kevin Guice	Attachment F - Page 31
41	URB Management LLC (Bank of America NA #4450)	5/29/2014	31,000.00	Wire to Kevin Guice	Attachment F - Page 32
	<b>Total</b>		<b>1,498,500.00</b>		

Payments from LPSOFFLA LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
1	LPSOFFLA LLC (TD Bank #0589)	3/3/2015	60,000.00	Wire	Attachment H - Page 1
2	LPSOFFLA LLC (TD Bank #0589)	3/9/2015	35,000.00	Wire	Attachment H - Page 2
3	LPSOFFLA LLC (TD Bank #0589)	3/16/2015	40,000.00	Wire	Attachment H - Page 3
4	LPSOFFLORIDA (Regions Bank #3621)	4/22/2015	30,000.00	Wire	Attachment H - Page 4
5	LPSOFFLORIDA (Regions Bank #3621)	4/30/2015	30,000.00	Wire	Attachment H - Page 5
6	LPSOFFLA LLC (Branch Banking & Trusts Company)	5/8/2015	150,000.00	Cashiers Check	Attachment H - Page 6
7	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	5/12/2015	60,000.00	Wire	Attachment H - Page 8
8	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	5/26/2015	40,000.00	Wire	Attachment H - Page 9
9	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	5/29/2015	20,000.00	Wire	Attachment H - Page 10
10	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	6/4/2015	30,000.00	Wire	Attachment H - Page 11
11	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	6/12/2015	30,000.00	Wire	Attachment H - Page 12
12	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	6/19/2015	30,000.00	Wire	Attachment H - Page 13
13	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	7/2/2015	20,000.00	Wire	Attachment H - Page 14
14	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	7/14/2015	20,000.00	Wire	Attachment H - Page 15
15	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	7/22/2015	30,000.00	Wire	Attachment H - Page 16
16	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	7/29/2015	20,000.00	Wire	Attachment H - Page 17
17	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	8/7/2015	20,000.00	Wire	Attachment H - Page 18
18	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	8/17/2015	40,000.00	Wire	Attachment H - Page 19
19	LPSOFFLA LLC (Branch Banking & Trusts Company #5712)	9/2/2015	20,000.00	Wire	Attachment H - Page 20

Attachment G  
1 of 2

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Payments from LPSOFFLA LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
20	LPSOFFLA LLC (Trustco Bank #7082)	10/2/2015	35,000.00	Wire	Attachment H - Page 21
21	LPSOFFLA LLC (Trustco Bank #7082)	10/14/2015	40,000.00	Wire	Attachment H - Page 22
22	Chase Preston Jackowski LPSOFFFlorida LLC (Fifth Third Bank #7574)	10/19/2015	50,000.00	Cashiers Check	Attachment H - Pages 23 and 24
23	LPSOFFLA LLC (JPMorgan Chase #5287)	10/21/2015	40,000.00	Check Paid	Attachment H - Page 25
24	LPSOFFLA LLC (Trustco Bank #7082)	10/23/2015	30,000.00	Wire	Attachment H - Page 26
25	LPSOFFLA LLC (JPMorgan Chase #5287)	11/2/2015	40,000.00	Check Paid	Attachment H - Page 27
26	LPSOFFLA LLC (JPMorgan Chase #5287)	11/10/2015	20,000.00	Check Paid	Attachment H - Page 28
27	LPSOFFLA LLC (JPMorgan Chase #5287)	11/19/2015	60,000.00	Wire	Attachment H - Page 29
28	LPSOFFLA LLC (JPMorgan Chase #5287)	11/27/2015	40,000.00	Wire	Attachment H - Page 30
29	LPSOFFLA LLC (JPMorgan Chase #5287)-	12/4/2015	13,000.00	Wire	Attachment H - Page 31
30	LPSOFFLA LLC (JPMorgan Chase #5287)	12/11/2015	25,000.00	Wire	Attachment H - Page 32
31	LPSOFFLA LLC (JPMorgan Chase #5287)	12/18/2015	26,000.00	Wire	Attachment H - Page 33
32	LPSOFFLA LLC (JPMorgan Chase #5287)	12/24/2015	38,000.00	Wire	Attachment H - Page 34
33	LPSOFFLA LLC (JPMorgan Chase #5287)	12/31/2015	20,000.00	Wire	Attachment H - Page 35
34	LPSOFFLA LLC (JPMorgan Chase #5287)	1/7/2016	15,000.00	Wire	Attachment H - Page 36
35	LPSOFFLA LLC (JPMorgan Chase #5287)	1/13/2016	23,000.00	Wire	Attachment H - Page 37
36	LPSOFFLA LLC (JPMorgan Chase #5287)	1/21/2016	18,000.00	Wire	Attachment H - Page 38
37	LPSOFFLA LLC (Trustco Bank #7082)	1/29/2016	18,000.00	Wire	Attachment H - Page 39
	<b>Total</b>		<b>1,276,000.00</b>		

Payments from KWP Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
1	KWP Services LLC (TD Bank #0793)	4/7/2015	30,000.00	Wire	Attachment J - Page 1
2	KWP Services LLC (Fairwinds CU #8966)	4/14/2015	30,000.00	Wire	Attachment J - Page 2
3	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	5/8/2015	20,000.00	Wire	Attachment J - Page 3
4	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	6/9/2015	30,000.00	Wire	Attachment J - Page 4
5	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	6/15/2015	30,000.00	Wire	Attachment J - Page 5
6	KWP Services LLC (TD Bank #0793)	6/24/2015	40,000.00	Wire	Attachment J - Page 6
7	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	7/2/2015	20,000.00	Wire	Attachment J - Page 7
8	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	7/10/2015	20,000.00	Wire	Attachment J - Page 8
9	KWP Services LLC (TD Bank #0793)	7/10/2015	20,000.00	Wire	Attachment J - Page 9
10	KWP Services LLC (TD Bank #0793)	7/20/2015	50,000.00	Wire	Attachment J - Page 10
11	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	7/28/2015	20,000.00	Wire	Attachment J - Page 11
12	KWP Services LLC (Branch Banking & Trust #3603)	8/7/2015	20,000.00	Wire	Attachment J - Page 12
13	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	8/21/2015	20,000.00	Wire	Attachment J - Page 13
14	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	8/25/2015	60,000.00	Wire	Attachment J - Page 14
15	Karen M Wahl - KWP Services LLC (Fifth Third Bank #2633)	8/28/2015	20,000.00	Wire	Attachment J - Page 15
16	KWP Services LLC (Suntrust # 6698)	10/14/2015	30,000.00	Wire	Attachment J - Page 16
17	KWP Services LLC (Suntrust # 6698)	10/21/2015	20,000.00	Check Paid	Attachment J - Page 17
18	KWP Services LLC (Suntrust # 6698)	11/3/2015	40,000.00	Wire	Attachment J - Page 18
19	KWP Services LLC (Suntrust # 6698)	11/6/2015	40,000.00	Wire	Attachment J - Page 19
20	KWP Services LLC (Suntrust # 6698)	11/10/2015	20,000.00	Check Paid	Attachment J - Page 20





Payments from KWP Services, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
21	KWP Services LLC (Suntrust # 6698)	12/4/2015	40,000.00	Wire	Attachment J - Page 21
22	KWP Services LLC (Suntrust # 6698)	12/9/2015	35,000.00	Wire	Attachment J - Page 22
23	KWP Services LLC (Suntrust # 6698)	1/29/2016	15,000.00	Check Paid	Attachment J - Page 23
24	KWP Services LLC (Suntrust # 6698)	2/1/2016	10,000.00	Wire	Attachment J - Page 24
25	KWP Services LLC (Suntrust # 6698)	2/9/2016	25,000.00	Check Paid	Attachment J - Page 25
26	KWP Services LLC (Suntrust # 6698)	2/16/2016	30,000.00	Wire	Attachment J - Page 26
27	KWP Services LLC (Suntrust # 6698)	2/22/2016	20,000.00	Wire	Attachment J - Page 27
28	KWP Services LLC (Suntrust # 6698)	3/1/2016	25,000.00	Wire	Attachment J - Page 28
29	KWP Services LLC (Suntrust # 6698)	3/9/2016	24,000.00	Wire	Attachment J - Page 29
30	KWP Services LLC (Suntrust # 6698)	3/22/2016	30,000.00	Wire	Attachment J - Page 30
31	KWP Services LLC (Suntrust # 6698)	4/6/2016	50,000.00	Wire	Attachment J - Pages 31 to 33
32	KWP Services LLC (Suntrust # 6698)	5/4/2016	40,000.00	Wire	Attachment J - Pages 34 to 37
33	KWP Services LLC (Suntrust # 6698)	5/18/2016	25,000.00	Wire	Attachment J - Page 38 to 41
34	KWP Services LLC (Suntrust # 6698)	5/25/2016	30,000.00	Wire	Attachment J - Pages 42 to 45
35	KWP Services LLC (Suntrust # 6698)	6/8/2016	20,000.00	Wire	Attachment J - Pages 46 to 49
	<b>Total</b>		<b>999,000.00</b>		

Payments from YCC Solutions, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
1	YCC SOLUTIONS LLC (Bank of America #6635)	2/9/2016	25,000.00	Check Paid	Attachment L - Page 1
2	YCC SOLUTIONS LLC (Bank of America #6635)	2/19/2016	25,000.00	Check Paid	Attachment L - Page 2
3	YCC SOLUTIONS LLC (TD Bank 9539)	2/22/2016	20,000.00	Wire	Attachment L - Page 3
4	YCC SOLUTIONS LLC (Bank of America #6635)	3/3/2016	30,000.00	Check Paid	Attachment L - Page 4
5	YCC SOLUTIONS LLC (Bank of America #6635)	3/15/2016	35,000.00	Check Paid	Attachment L - Page 5
6	YCC SOLUTIONS LLC (Bank of America #6635)	3/23/2016	35,000.00	Check Paid	Attachment L - Page 6
7	YCC SOLUTIONS LLC (Bank of America #6635)	3/29/2016	40,000.00	Check Paid	Attachment L - Page 7
8	YCC SOLUTIONS LLC (Bank of America #6635)	4/11/2016	38,000.00	ACH Credit	Attachment L - Page 8
9	YCC SOLUTIONS LLC (Bank of America #6635)	4/14/2016	40,000.00	ACH Credit	Attachment L - Page 8
10	YCC SOLUTIONS LLC (Bank of America #6635)	4/21/2016	50,000.00	ACH Credit	Attachment L - Page 8
11	YCC SOLUTIONS LLC (Bank of America #6635)	4/28/2016	34,000.00	ACH Credit	Attachment L - Page 8
12	YCC SOLUTIONS LLC (Bank of America #6635)	5/4/2016	40,000.00	ACH Credit	Attachment L - Page 8
13	YCC SOLUTIONS LLC (Bank of America #6635)	5/5/2016	40,000.00	ACH Credit	Attachment L - Page 9
14	YCC SOLUTIONS LLC (Bank of America #6635)	5/12/2016	35,000.00	ACH Credit	Attachment L - Page 9
15	YCC SOLUTIONS LLC (Bank of America #6635)	5/19/2016	40,000.00	ACH Credit	Attachment L - Page 9
16	YCC SOLUTIONS LLC (Bank of America #6635)	5/26/2016	20,000.00	ACH Credit	Attachment L - Page 9
17	YCC SOLUTIONS LLC (Bank of America #6635)	6/2/2016	40,000.00	ACH Credit	Attachment L - Page 9
	<b>Total</b>		<b>587,000.00</b>		



Payments from UAD Secure Services, LLC to Kevin Guice						
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation	
1	UAD Secure Services (Fifth Third Bank #3378)	6/19/2014	80,000.00	Wire	Attachment N - Page 1	
2	UAD Secure Services (Fifth Third Bank #3378)	6/25/2014	50,000.00	Wire	Attachment N - Page 2	
3	UAD Secure Services (Fifth Third Bank #3378)	6/27/2014	35,000.00	Wire	Attachment N - Page 3	
4	UAD Secure Services (Fifth Third Bank #3378)	7/1/2014	50,000.00	Wire	Attachment N - Page 4	
5	UAD Secure Services (Fifth Third Bank #3378)	7/9/2014	20,000.00	Wire	Attachment N - Page 5	
6	UAD Secure Services LLC (Fairwinds CU #0084)	7/9/2014	30,000.00	Wire	Attachment N - Page 6	
7	UAD Secure Services (Fifth Third Bank #3378)	7/16/2014	50,000.00	Wire	Attachment N - Page 7	
8	UAD Secure Services LLC (Fairwinds CU #0084)	8/4/2014	50,000.00	Wire	Attachment N - Page 8	
9	UAD Secure Services LLC (TD Bank #7408)	8/11/2014	40,000.00	Wire	Attachment N - Page 9	
10	UAD Secure Services LLC (Fairwinds CU #0084)	8/13/2014	30,000.00	Wire	Attachment N - Page 10	
11	UAD Secure Services LLC (Fairwinds CU #0084)	8/18/2014	120,000.00	Wire	Attachment N - Page 11	
<b>Total</b>			<b>555,000.00</b>			

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Payments from IVD Recovery, LLC to Kevin Guice					
Item Count	Name\Bank\Account	Date	Amount	Description	Documentation
1	IVD Recovery LLC (Bank of America #1280)	8/29/2013	60,000.00	Check Paid	Attachment P - Page 1
2	IVD Recovery LLC (Bank of America #1280)	9/5/2013	20,000.00	Check Paid	Attachment P - Page 2
<b>Total</b>			<b>80,000.00</b>		

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Payments from YFP Solutions, LLC to Kevin Guice					
Item Count	Name/ Bank/ Account	Date	Amount	Description	Documentation
1	YFP SOLUTIONS LLC (Fifth Third Bank #1921)	12/14/2015	15,000.00	Wire	Attachment R - Page 1
2	YFP SOLUTIONS LLC (Fifth Third Bank #1921)	12/24/2015	9,000.00	Wire	Attachment R - Page 2
Total			24,000.00		



KNOWN PROPERTY OF GUICES

All cash in their possession (admitted to \$7,000)

All amounts in USAA Federal Savings Bank  
Account no. XXXXX1315  
Account no. XXXXX45543  
Account no. XXXXX1323

2013 Porsche Panamara

All amounts in Chase Account no.  
XXXXXXXXXXXX2988

2 2014 Yamaha Model FXSVHO Jet Skis,  
with trailer

All amounts in Trust Co. Account no.  
XXXXXX159

Real Property located at  
3609 Oriskany Drive, Orlando, FL 32820

Remington Model 700 Rifle, s/n 67031709  
Weatherby, Inc. Rifle, s/n VB010830

MEN'S WATCHES

GOLF CLUBS

All watches should include all receipts,  
owner's manuals, certificates of authenticity  
and maintenance/repair records

Callaway Apex Driver  
5 Callaway XR Hybrids  
Callaway XR Driver  
Ping G Irons  
2 Scotty Cameron Putter  
TaylorMade Golf M2 Driver  
3 Titleist Vokey Wedges  
2 Titleist Vokey Wedges  
Golf Bag  
Golf Bag Airport Travel Bag

Tag Heuer 300 Carrera Jack Jeuer Edition  
Hublot Classic Fusion 38 Rose Gold  
Breitling Mercury 7 Aurora  
Breitling Transocean  
Tag Heuer 300 sir watch  
Mont Blanc Nicholas Rieussec  
Mont Blanc UTC  
Hublot Classic Fusion  
Omega Moonphase  
Tag Heuer Carrera Calibre,  
1887 Chronograph  
Tag Heuer Link watch  
Cartier Balloon Blue  
Hublot Classic Fusion  
(second Hublot Classic Fusion)  
Brueget White Gold  
Tag Heuer Smart Watch  
Omega Seamaster Steel Aqua Terra  
Omega Seamaster Steel Rose Gold  
Hublot Classic Fusion Ultra Thin  
Hublot King Power

JEWELRY

Diamond Ring Set in White Gold Band  
Diamond Earrings Studs  
Diamond Ring Set in White Gold  
Necklace (no description, valued at \$7,000)  
Tennis Bracelet (no description,  
Valued at \$7,000)

COMPANIES

Interests in The Vape Shoppe, LLC,  
Survival Alliance, LLC, Assurant Pro, LLC  
and Creative Pyrotechnics, LLC

All contents of Storage Facility located at  
11971 Lake Underhill Road, Unit 226

