

CENTRAL UNITED STATES BANKRUPTCY COURT District of CALIFORNIA

FILED TAMPA FLORIDA

In re Substantively Consolidated MIDLAND EURO EXCHANGE, INC., MIDLAND EURO, INC., MIDLAND GROUP, INC., MOSHE LEICHNER, ZVI LEICHNER

Debtor

CHRISTOPHER R. BARCLAY, TRUSTEE Plaintiff

Bankruptcy Case No. SV 03-13981-GM

2009 JUL 30 P 12:49

U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA

CAPITAL MANAGEMENT GROUP, LLC V. I.C.L. BAHAMAS, INC., CHARLES W. BRAIHLAND, et al.

Defendant

Adversary Proceeding No. AD 05-01197 GM

J.B. Vol. 15 # 1910

MISC: # 8:09-mp-00009

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, clerk of the bankruptcy court of this district do certify that the attached judgment is a true and correct copy of the original judgment entered in the above entitled proceeding on JUNE 16, 2009 (date) as it appears of record in my office, and that:

- No notice of appeal from this judgment has been filed, and no motion of the kind set forth in Federal Rule of Civil Procedure 60, as made applicable by Bankruptcy Rule 9024, has been filed.
No notice of appeal from this judgment has been filed, and any motions of the kind set forth in Federal Rule of Civil Procedure 60, as made applicable by Bankruptcy Rule 9024, have been disposed of, the latest order disposing of such motion having been entered on (date).
An appeal was taken from this judgment, and the judgment was affirmed by mandate of the (name of court) issued on (date).
An appeal was taken from this judgment, and the appeal was dismissed by order entered on (date).

71483

Handwritten signature of the Clerk of the Bankruptcy Court.

Clerk of the Bankruptcy Court

July 14, 2009 Date

Handwritten signature of the Deputy Clerk.

Deputy Clerk

[B265 rev 3/98]

I CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL. UNITED STATES BANKRUPTCY COURT LEE ANN BENNETT, CLERK August 3, 2009 Susan Trester

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Trustee

7  
8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 SAN FERNANDO DIVISION

11 In re Substantively Consolidated MIDLAND )  
EURO EXCHANGE, INC., MIDLAND )  
12 EURO, INC., MIDLAND GROUP, INC., )  
13 MOSHE LEICHNER, ZVI LEICHNER, )  
Debtors.

14 CHRISTOPHER R. BARCLAY, Trustee etc., )  
15 Plaintiff,

16 v.

17 CAPITAL MANAGEMENT GROUP, LLC, a )  
limited liability company; I.C.L. BAHAMAS, )  
18 INC., a corporation; CHARLES W. )  
BRAIHLAND an individual, et al. [including )  
19 FUKAYAMA FOUNDATION, TAMOKO )  
SATO, MAMI SATO, TENCH PHILLIPS, )  
20 and THOM VOURLAS], )

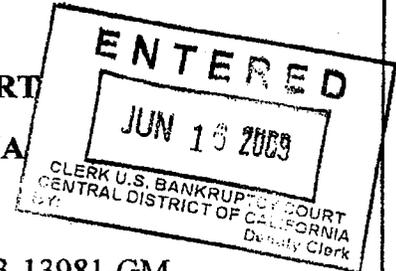
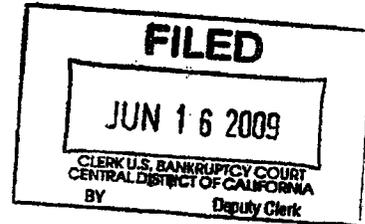
21 Defendants.

22 CHRISTOPHER R. BARCLAY, Trustee etc. )  
23 Plaintiff,

24 v.

25 SEIJI FUKUYAMA, an individual;  
26 TSUYAKO FUKAYAMA, an individual;  
HAWAII JOY, LLC, a limited liability  
27 company, et al.

28 Defendants.



Bk. No.: SV 03-13981-GM  
CHAPTER 7

Adv. No. AD 05-01197 GM and  
Adv. No. AD 05-01357 GM

JUDGMENT AGAINST  
CHARLES W. BRAIHLAND,  
CAPITAL MANAGEMENT GROUP,  
LLC, I.C.L. BAHAMAS, LTD.,  
FUKAYAMA FOUNDATION,  
TSUYAKO FUKAYAMA, HAWAIIAN  
JOY, LLC, TAMOKO SATO, AND  
MAMI SATO [AND EXHIBIT 1]

DATE: May 27, 2009  
TIME: 1:30 p.m.  
PLACE: Courtroom 303  
21041 Burbank Blvd.  
Woodland Hills, CA 91367  
[Judge Mund]

J.B. Vol. 15  
# 1910

1 material fact, the Court grants the following summary judgment and/or partial summary  
2 judgment as to these persons and entities: (1) the CMG/ICL Group, (2) Fukayama  
3 Foundation, the Fukayamas, and Hawaiian Joy (collectively, the "Fukayama/HJ Group"), and  
4 (3) the Satos. As to Phillips and Vourlas, the hearing on the Trustee's Motion is continued to  
5 give the Trustee an opportunity to respond to their opposition, filed after the Trustee's reply.

6 In this Judgment, the "Net Excess" was computed by: (a) totaling the transfers made  
7 from Midland to the defendant, both directly and via the CMG/ICL Group; (b) totaling the  
8 transfers made by the defendant to Midland, both directly and via the CMG/ICL Group; and  
9 then (c) subtracting (b) from (a). If, however, the party did not take the transfers in good  
10 faith, then (b) was not subtracted from (a) in computing the Net Excess.

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:**

12 **A. Midland's Transfers of Commissions to CMG**

13 **1. Four Year Transfers of Commissions to CMG:**

14 Under 11 U.S.C. §§ 544(b) and 550 and Cal. Civil Code §§ 3439.04-3439.08, the  
15 Trustee is hereby awarded the following relief against CMG and Braihland concerning the  
16 transfers listed in ¶¶ 1-12 of Part A of attached Exhibit 1:

17 (a) the \$849,152.58 in commissions that were transferred by Midland  
18 to CMG during approximately November 19, 2001 through November 26, 2002  
19 (less than four years prior to Midland's bankruptcy) as set forth in ¶¶ 1-12 of  
20 Part A of Exhibit 1 to this judgment are hereby avoided and set aside as actual  
21 and constructive fraudulent transfers;

22 (b) the Trustee shall recover \$849,152.58 from CMG, and it is liable  
23 for that amount to the Trustee, by reason of CMG's status as a transferee and/or  
24 beneficiary of the transfers specified in ¶ A.1(a); and

25 (c) the Trustee shall recover ~~\$420,351.44~~ <sup>412,351.44</sup> from Braihland, and he is  
26 liable for that amount to the Trustee, by reason of Braihland's status as a  
27 beneficiary and/or subsequent transferee of the transfers specified in ¶¶ A.1(a)  
28 and A.1(b).

1           **2.     One Year Transfers of Commissions to CMG:**

2           Under 11 U.S.C. §§ 548(a)(1)(A), 548(a)(1)(B), and 550, the Trustee is hereby  
3 awarded the following relief against CMG and Braihland concerning the transfers listed in  
4 ¶¶ 7-12 of Part A of attached Exhibit 1:

5           (a)     the \$655,563.56 in commissions that were transferred by Midland  
6 to CMG after May 8, 2002 (less than one prior to Debtors' bankruptcy) as set  
7 forth in ¶¶ 7-12 of Part A of Exhibit 1 are hereby avoided and set aside as actual  
8 and constructive fraudulent transfers;

9           (b)     the Trustee shall recover \$655,563.56 from CMG, and it is liable  
10 for that amount to the Trustee, by reason of CMG's status as a transferee and/or  
11 beneficiary of the transfers specified in ¶ A.2(a); and

12           (c)     the Trustee shall recover \$244,351.44 from Braihland, and he is  
13 liable for that amount to the Trustee, by reason of Braihland's status as a  
14 beneficiary and/or subsequent transferee of the transfers specified in ¶¶ A.2(a)  
15 and A.2(b).

16           The transfers avoided and amounts awarded in ¶ A.2, above, of this judgment are  
17 included in, and are not in addition to, the transfers avoided and amounts awarded in ¶ A.1.

18           **B.     Midland's Other (Non-Commission) Transfers to CMG**

19           **1.     Four Year Transfers (Non-Commissions) to CMG:**

20           Under 11 U.S.C. §§ 544(b) and 550 and Cal. Civil Code §§ 3439.04-3439.08, the  
21 Trustee is hereby awarded the following relief against CMG concerning the transfer listed in  
22 Part B of attached Exhibit 1:

23           (a)     The non-commission payments that were transferred by Midland  
24 to CMG after October 2001, which consist of a single payment of \$273,979.00  
25 made on approximately January 4, 2002 (and less than four years prior to  
26 Debtors' bankruptcy) as set forth in Part B of attached Exhibit 1 are hereby  
27 avoided and set aside as actual fraudulent transfers; and

28           ///

1 (b) the Trustee shall recover from CMG and Braihland, and they are  
2 liable for that amount to the Trustee, by reason of CMG's and Braihland's status  
3 as subsequent transferees and/or persons for whose benefit the \$273,979.00  
4 transfer was made on January 4, 2002.

5 The transfer avoided and amount awarded in this ¶ B is separate from, and in addition  
6 to, the transfers avoided and amounts awarded in ¶¶ A.1-2, above, of this judgment.

7 **C. Midland's Transfers of Commissions to ICL Bahamas**

8 **1. Four Year Transfers of Commissions to ICL:**

9 Under 11 U.S.C. §§ 544(b) and 550 and Cal. Civil Code §§ 3439.04-3439.08, the  
10 Trustee is hereby awarded the following relief against ICL Bahamas and Braihland  
11 concerning the transfers listed in ¶¶ 1-14 of Part C of attached Exhibit 1:

12 (a) the \$734,148.42 in commissions that were transferred by Midland  
13 to ICL Bahamas during approximately November 19, 2001 through January 2,  
14 2003 (less than four years prior to Midland's bankruptcy) as set forth in ¶¶ 1-14  
15 of Part C of attached Exhibit 1 are hereby avoided and set aside as actual and  
16 constructive fraudulent transfers;

17 (b) the Trustee shall recover \$734,148.42 from ICL Bahamas, and it  
18 is liable for that amount to the Trustee, by reason of ICL Bahamas's status as a  
19 transferee and/or beneficiary of the transfers specified in ¶ C.1(a); and

20 (c) the Trustee shall recover \$47,000 from Braihland, and he is liable  
21 for that amount to the Trustee, by reason of Braihland's status as a subsequent  
22 transferee and/or beneficiary of the transfers specified in ¶¶ C.1(a) and C.1(b).

23 **2. One Year Transfers of Commissions to ICL:**

24 Under 11 U.S.C. §§ 548(a)(1)(A), 548(a)(1)(B), and 550, the Trustee is hereby  
25 awarded the following relief against ICL Bahamas and Braihland concerning the transfers  
26 listed in ¶¶ 7-14 of Part C of attached Exhibit 1:

27 (a) the \$269,712.07 in commissions that were transferred by Midland  
28 to ICL Bahamas during approximately May 16, 2002 through January 2, 2003

1 (less than four years prior to Midland's bankruptcy) as set forth in ¶¶ 7-14 of  
2 Part C of attached Exhibit 1 are hereby avoided and set aside as actual and  
3 constructive fraudulent transfers;

4 (b) the Trustee shall recover \$269,712.07 from ICL Bahamas, and it  
5 is liable for that amount to the Trustee, by reason of ICL Bahamas's status as a  
6 transferee and/or beneficiary of the transfers specified in ¶ C.2(a), above; and

7 (c) the Trustee shall recover \$47,000 from Braihland, and he is liable  
8 for that amount to the Trustee, by reason of Braihland's status as a beneficiary  
9 and/or subsequent transferee of the transfers specified in ¶¶ C.2(a) and C.2(b),  
10 above.

11 The transfers avoided and amounts awarded in ¶ C.2 of this judgment are included in,  
12 and are not in addition to, the transfers avoided and amounts awarded in ¶ C.1. The transfers  
13 avoided and amounts awarded in ¶ C are separate from the transfers avoided and amounts  
14 awarded in ¶¶ A-B, above, of this judgment.

15 **D. Midland's Other (Non-Commission) Transfers to ICL Bahamas**

16 **1. Four Year Transfers (Non-Commissions) to ICL:**

17 Under 11 U.S.C. §§ 544(b) and 550 and Cal. Civil Code §§ 3439.04-3439.08, the  
18 Trustee is hereby awarded the following relief against ICL Bahamas, Braihland, and the  
19 Fukayama/HJ Group, concerning the transfers listed in ¶¶ 1-13 of Part D of attached Exhibit  
20 1:

21 (a) The non-commission transfers, totaling \$11,301,732.00, that were  
22 made by Midland to ICL Bahamas during approximately November 13, 2001  
23 through October 4, 2002 (and less than four years prior to the Midland's  
24 bankruptcy) as set forth in ¶¶ 1-13 of Part D of attached Exhibit 1 are hereby  
25 avoided and set aside as actual fraudulent transfers; the non-commission  
26 payments that are hereby avoided and set aside include without limitation:  
27 (1) the \$2.75 million that Midland transferred to ICL Bahamas's general  
28 account on approximately November 13, 2001 (in components of \$1.25 million

1 and \$1.5 million), (2) the \$1.29 million that Midland transferred to ICL  
2 Bahamas's general account on approximately November 30-December 2, 2001,  
3 (3) \$1.26 million that Midland transferred to ICL Bahamas's general account on  
4 approximately December 13, 2001; and (4) the \$3,884,102 that Midland  
5 transferred to ICL Bahamas's general account on approximately July 6, 2002;

6 (b) the Trustee shall recover \$11,301,732.00 from ICL Bahamas, and  
7 it is liable for that amount to the Trustee, by reason of ICL Bahamas's status as  
8 a transferee and/or beneficiary of the transfers specified in ¶ D.1(a), above;

9 (c) the Trustee shall recover \$600,000 from the Satos, and they are  
10 jointly and severally liable to the Trustee for that amount, which is the amount  
11 received by the Satos from the proceeds of the \$2.75 million that Midland  
12 transferred to ICL Bahamas on approximately November 13, 2001; and

13 (d) the Trustee shall recover \$1,287,474 from Fukayama and  
14 Fukayama Foundation, consisting of the transfers that Fukayama and Fukayama  
15 Foundation received from the proceeds of the \$11,301,732 that ICL Bahamas  
16 transferred to them from moneys received from Midland (namely, the \$2.75  
17 million that Midland transferred to ICL Bahamas on approximately November  
18 13, 2001 and the \$1.29 million that Midland transferred to ICL Bahamas on  
19 approximately November 30-December 2, 2001); and

20 (e) the Trustee shall recover \$1,245,402 from Hawaiian Joy,  
21 consisting of the amount that Hawaiian Joy received from the proceeds of the  
22 \$11,301,732 that ICL Bahamas transferred to them from moneys received from  
23 Midland (namely, the \$2.75 million that Midland transferred to ICL Bahamas  
24 on approximately November 13, 2001 and the \$1.29 million that Midland  
25 transferred to ICL Bahamas on approximately November 30-December 2,  
26 2001).

27 ///

28 ///

1           **2.     One Year Transfers (Non-Commissions) to ICL [§ 548(a)(1)(A)]:**

2           Under 11 U.S.C. §§ 548(a)(1)(A) and 550, the Trustee is hereby awarded the following  
3 relief against ICL Bahamas and Braihland concerning with regard to the transfers listed in  
4 ¶¶ 6-13 of Part D of attached Exhibit 1:

5           (a)     the non-commission payments, totaling \$5,671,732.00, that were  
6 transferred by Midland to ICL Bahamas during approximately May 16, 2002  
7 through January 2, 2003 (and less than one year prior to Midland's bankruptcy)  
8 as set forth in ¶¶ 6-13 of Part D of attached Exhibit 1 are hereby avoided and set  
9 aside as actual fraudulent transfers; the transfers avoided and set aside include  
10 without limitation the \$3,884,102 that Midland transferred to ICL Bahamas on  
11 approximately July 6, 2002; and

12           (b)     the Trustee shall recover \$5,671,732.00 from ICL Bahamas, and it  
13 is liable for that amount to the Trustee, by reason of ICL Bahamas's status as a  
14 transferee and/or beneficiary of those transfers.

15           The transfers avoided and amounts awarded in ¶ D.2 of this judgment are included in,  
16 and are not in addition to, the transfers avoided and amounts awarded in ¶ D.1 of this  
17 judgment. The transfers avoided and amounts awarded in ¶ D are separate from the transfers  
18 avoided and amounts awarded in ¶¶ A-C of this judgment.

19           **3.     The Non-Commission Transfers to ICL Bahamas [Constructive Fraud]:**

20           Under 11 U.S.C. §§ 544(b), 548(a)(1)(B) and 550 and Cal. Civil Code §§ 3439.05 and  
21 3439.08, the Trustee is hereby awarded the following relief against ICL Bahamas concerning  
22 with regard to the transfers listed in ¶¶ 6-13 of Part D of attached Exhibit 1:

23           (a)     the non-commission payment transfer of approximately \$3.884  
24 million that was transferred by Midland to ICL Bahamas on approximately July  
25 4, 2002 (and less than one year prior to Midland's bankruptcy) as set forth in ¶ 9  
26 of Part D of attached Exhibit 1 is hereby avoided and set aside as a  
27 constructively fraudulent transfer; and

28     ///

1 (b) the Trustee shall recover \$3.884 million from ICL Bahamas, and  
2 it is liable for that amount to the Trustee, by reason of ICL Bahamas's status as  
3 a transferee and/or beneficiary of those transfers.

4 The transfers avoided and amounts awarded in ¶ D.3, above, of this judgment are  
5 included in, and are not in addition to, the transfers avoided and amounts awarded in ¶¶ D.1-2  
6 of this judgment. The transfers avoided and amounts awarded in ¶ D are separate from the  
7 transfers avoided and amounts awarded in ¶¶ A-C of this judgment.

8 **E. Disallowance of \$17 Million Proofs of Claim of CMG/ICL Group**

9 Under 11 U.S.C. § 502(d), the Trustee is hereby awarded a judgment against the  
10 CMG/ICL Group and that disallows all proofs of claim filed by them, including the proof of  
11 claim for \$17,546,013 jointly filed by CMG and ICL Bahamas, unless and until the CMG  
12 Group repays the full amount owed by them to the to the Trustee as determined by ¶¶ A-D,  
13 above, of this judgment.

14 **F. Prejudgment & Post-judgment Interest**

15 1. The Trustee is hereby awarded prejudgment interest against the CMG/ICL  
16 Group, the Fukayama/HJ Group, and the Satos on all amounts awarded respectively in ¶¶ A-  
17 D, above, at the rate of 7% per annum from the date that the appeal of the Bankruptcy Court's  
18 judgment (the "Ponzi Judgment") in MP Number 06-MP-00101-GM was dismissed (i.e.,  
19 November 1, 2007) through the date of judgment in this adversary proceeding;

20 2. The Trustee is hereby awarded post-judgment interest under 28 U.S.C. § 1961 at  
21 the annual rate of 0.47 % against the CMG/ICL Group, and the Fukayama/HJ Group on all  
22 amounts awarded respectively against them in ¶¶ A-D of this judgment.

23 **G. Determination that there is no just reason for delay**

24 Pursuant to Fed.R.Civ.P. 54(b), incorporating Fed.R.Bankr.P. 7054(a), it is hereby  
25 determined that there is no just reason for delay of entry of this judgment, and this judgment is  
26 final as to CMG/ICL Group, and the Fukuyama/HJ Group. As to defendants Phillips and  
27 Vourlas, no award is made against them by this judgment.

28 ///

1 **H. Determination of Adequate Notice**

2 It is further determined and adjudged that adequate notice of hearing on the Motion  
3 was given.

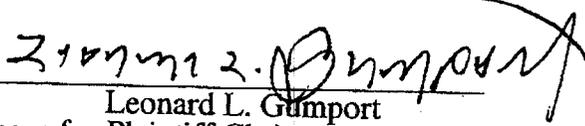
4 DATED: JUN 16 2009, 2009

5 **GERALDINE MUND**

6 **THE HONORABLE GERALDINE MUND**  
7 **UNITED STATES BANKRUPTCY JUDGE**

8 **Proposed by:**

9 GUMPORT | REITMAN

10  
11 By: Leonard L. Gumport 

12 Leonard L. Gumport  
13 Attorneys for Plaintiff Christopher R.  
14 Barclay, Chapter 7 Trustee of the Substantively  
15 Consolidated Bankruptcy Estates of Midland  
16 Euro Exchange, Inc., Midland Euro, Inc.,  
17 Midland Group, Inc., Moshe Leichner, and  
18 Zvi Leichner  
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**EXHIBIT 1-LIST OF TRANSFERS<sup>1</sup>**

**A. Transfers of Commissions from Midland to CMG after 10/31/01<sup>2</sup>**

1. \$23,728.40 on approximately November 19, 2001 from MEEI to CMG's Bank of America ("BofA") a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 400-4, and Ex. 19, p. 1039.]
2. \$24,585.84 on approximately December 17, 2001 from MEEI to CMG's BofA a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 405-8, and Ex. 19, p. 1039.]
3. \$23,363.12 on approximately January 15, 2002 from MEEI to CMG's BofA a/c #xxxx-03170. [Newton Decl., Ex. 2, pp. 409-12, and Ex. 19, p. 1039.]
4. \$33,333.84 on approximately February 13, 2002 from MEEI to CMG's BofA a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 413-15, and Ex. 19, p. 1039.]
5. \$41,027.68 on approximately March 14, 2002 from MEEI to CMG's BofA a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 416-19, and Ex. 19, p. 1039.]
6. \$47,547.14 on approximately April 24, 2002 from MEEI to CMG's BofA a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 420-22, and Ex. 19, p. 1039.]
7. \$57,184.42 on approximately May 16, 2002 from MEEI to CMG's BofA a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 423-26, and Ex. 19, p. 1039.]
8. \$82,950.35 on approximately June 26, 2002, 2002 from MEEI to CMG's First Union National Bank ("First Union") a/c #xxxx-1130. [Newton Decl., Ex. 2, pp. 427-30, and Ex. 19, p. 1039.]

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<sup>1</sup> This Exhibit 1 identifies only the last four digits of bank accounts. The "xxxx" is used to indicate the redaction of all account numbers other than the last four digits.

<sup>2</sup> The transfers listed in Part A of this Exhibit 1 were made by Midland to pay to Braihland's company CMG a 1% monthly commission. These transfers went from Midland to the following general accounts of CMG: (1) BofA a/c #xxxx-3170 in the name of "Capital Management Group, LLC" for "Business Economy Checking" and "Full Analysis Business Checking" (Newton Decl., Ex. 2, pp. 404, 422); and (2) First Union a/c #-xxxx-1330 in the name of "Capital Management Group, LLC" for "Cash Management Small Business Checking" (*id.*, pp. 430, 438). Transfers by Midland to CMG's First Union a/c #xxxx-1130 were also credited to CMG's First Union a/c #xxxx-1330. *See id.*, Ex. 2, pp. 432-434.

1           9.     \$109,888.83 on approximately August 22, 2002 from MEEI to CMG's First  
2 Union a/c #xxxx-1130. [Newton Decl., Ex. 2, pp. 431-34, and Ex. 19, p. 1039.]

3           10.    \$125,659.14 on approximately September 24, 2002 from MEEI to CMG's First  
4 Union a/c #xxxx-1330. [Newton Decl., Ex. 2, pp. 435-38, and Ex. 19, p. 1039.]

5           11.    \$132,305.00 on approximately October 25, 2002 from MEEI to CMG's First  
6 Union a/c #xxxx-1330. [Newton Decl., Ex. 2, pp. 439-43, and Ex. 19, p. 1039.]

7           12.    \$147,575.82 on approximately November 26, 2002 from MEEI to CMG's First  
8 Union a/c #xxxx-1330. [Newton Decl., Ex. 2, pp. 444-46, and Ex. 19, p. 1039.]

9           -     Total Post-10/31/01 transfers by Midland to CMG for  
10 Commissions: **\$849,149.58** (of which \$655,563.56 were made  
11 post-5/8/02).

12 **B.   Additional Transfers by Midland to CMG after 10/31/01**

13           1.     \$273,979.00 on approximately January 4, 2002 from MEEI to CMG's Bank of  
14 America a/c #xxxx-3170. [Newton Decl., Ex. 2, pp. 230-33, and Ex. 19, p. 1037.]

15           -     Total Post-10/31/01 Other (Non-Commission) Transfers by  
16 Midland to CMG: **\$273,979.00** (of which \$0.00 were made post-  
17 5/8/02).

18 **C.   Transfers of Commissions from Midland to ICL Bahamas after 10/31/01<sup>3</sup>**

19           1.     \$96,646.15 on approximately November 19, 2001 from MEEI to ICL Bahamas'  
20 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 331-34, and Ex. 19, p. 1036.]

21           2.     \$79,157.91 on approximately December 17, 2001 from MEEI to ICL Bahamas'  
22 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 335-37, and Ex. 19, p. 1036.]

23  
24  
25           <sup>3</sup> Transfers listed in Part B of this Exhibit I were made by Midland to pay to  
26 Braihland's company ICL Bahamas a 1% monthly commission. These transfers went  
27 from Midland to these accounts of ICL Bahamas: (1) BofA a/c #xxxx-2195 in the name  
28 of "ICL Bahamas" for "Business Economy Checking" (Newton Decl., Ex. 2, p. 132); and  
(2) First Union National Bank (and Wachovia Bank) a/c #xxxx-1482 for "Commercial  
Checking" (*id.*, pp. 375, 378, 379).

- 1 3. \$61,606.54 on approximately January 15, 2002 from MEEI to ICL Bahamas'  
2 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 338-40, and Ex. 19, p. 1036.]
- 3 4. \$65,905.97 on approximately February 13, 2002 from MEEI to ICL Bahamas'  
4 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 341-43, and Ex. 19, p. 1036.]
- 5 5. \$77,460.10 on approximately February 13, 2002 from MEEI to ICL Bahamas'  
6 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 344-47, and Ex. 19, p. 1036.]
- 7 6. \$83,659.68 on approximately April 24, 2002 from MEEI to ICL Bahamas'  
8 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 348-51, and Ex. 19, p. 1036.]
- 9 7. \$87,458.03 on approximately May 16, 2002 from MEEI to ICL Bahamas' First  
10 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 352-55, and Ex. 19, p. 1036.]
- 11 8. \$75,603.46 on approximately June 26, 2002 from MEEI to ICL Bahamas' First  
12 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 356-59, and Ex. 19, p. 1036.]
- 13 9. \$56,258.27 on approximately July 25, 2002 from MEEI to ICL Bahamas' First  
14 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 360-63, and Ex. 19, p. 1036.]
- 15 10. \$17,809.34 on approximately August 22, 2002 from MEEI to ICL Bahamas'  
16 First Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 364-67, and Ex. 19, p. 1036.]
- 17 11. \$9,684.86 on approximately September 24, 2002 from MEEI to ICL Bahamas'  
18 First Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 368-71, and Ex. 19, p. 1036.]
- 19 12. \$9,173.62 on approximately October 25, 2002 from MEEI to ICL Bahamas'  
20 First Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 372-75, and Ex. 19, p. 1036.]
- 21 13. \$7,182.17 on approximately November 15, 2002 from MEEI to ICL Bahamas'  
22 First Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 376-79, and Ex. 19, p. 1036.]
- 23 14. \$6,542.32 on approximately January 2, 2003 from MEEI to ICL Bahamas' First  
24 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 380-82, and Ex. 19, p. 1036.]
- 25 - Total Post-10/31/01 transfers by Midland to ICL Bahamas for  
26 Commissions: \$734,148.42 (of \$269,712.07 are made post-5/8/02).
- 27 ///
- 28 ///

1 **D. Additional Transfers by Midland to ICL Bahamas after 10/31/01**

2 1. \$1,250,000 on approximately November 13, 2001 from MEI to ICL Bahamas'  
3 BofA a/c #xxxx-2195.<sup>4</sup> [Newton Decl., Ex. 2, pp. 70-2, and Ex. 19, p. 1034.]

4 2. \$1,500,000 on approximately November 13, 2001 from MEEI to ICL Bahamas'  
5 BofA a/c #xxxx-2195.<sup>5</sup> [Newton Decl., Ex. 2, pp. 73-5, and Ex. 19, p. 1034.]

6 3. \$1,290,000 on approximately November 30, 2001 from MEEI to ICL Bahamas'  
7 BofA a/c#xxxx-2195. [Newton Decl., Ex. 2, pp. 84-6, and Ex. 19, p. 1034.]<sup>6</sup>

8 4. \$1,260,000 on approximately December 13, 2001 from MEI to ICL Bahamas'  
9 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 87-9, and Ex. 19, p. 1034.]<sup>7</sup>

10 5. \$330,000 on approximately January 11, 2002 from MEEI to ICL Bahamas'  
11 BofA a/c #xxxx-2195. [Newton Decl., Ex. 2, pp. 90-92, and Ex. 19, p. 1034.]

12  
13 <sup>4</sup> See note 5, below.

14  
15 <sup>5</sup> Of the \$2.75 million (see ¶¶ D.1-2) transferred by Midland to ICL Bahamas on  
16 approximately November 13, 2001, approximately \$600,000 was transferred on  
17 November 15, 2001 to an account in the name of Hawaiian Joy, LLC at First Hawaiian  
18 Bank (a/c# xxxx-1015) for the benefit of Tomako Sato and Mami Sato. Newton Decl.,  
19 ¶ 15(a)(1)-(2) and Ex. 8, pp. 656-57, 659. According to Braihland, the Satos' net profits  
20 were approximately \$28,745. See Newton Decl., Ex. 15.

21 <sup>6</sup> Of the \$1.29 million transferred by Midland to ICL Bahamas on approximately  
22 November 30, 2001 (see ¶ D.3), approximately \$1,287,474.00 was transferred by ICL  
23 Bahamas on December 2, 2001 to a bank account in the name of Tsuyako Fukayama  
24 (Westpac Trust a/c #xxxx-3990); Fukayama Foundation did business from that account.  
25 See Newton Decl., ¶ 15 (b); *id.*, Ex. 3, pp. 451, 453; *id.*, Ex. 9, p. 715. According to  
26 Braihland, the combined net profits of the Fukayama/HJ Group were approximately  
27 \$136,219, consisting of the \$28,745 later transferred to the Satos, plus an additional  
28 \$107,474. See Newton Decl., Ex. 15.

29 <sup>7</sup> Of the \$1.26 million transferred by Midland to a general account of ICL  
30 Bahamas on December 13, 2001 (see ¶ D.4), approximately \$1,245,402.00 was  
31 transferred by ICL Bahamas on December 13, 2001 on instructions of Hawaiian Joy, LLC  
32 to a bank account (First Hawaiian Bank a/c #xxxx-4256) in the name of Hawaiian Joy,  
33 Ltd. See Newton Decl., ¶ 15 (b); *id.*, Ex. 3, pp. 452, 455; *id.*, Ex. 9, p. 716.

1           6.     \$710,000 on approximately May 28, 2002 from MEEI to ICL Bahamas' First  
2 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 108-110, and Ex. 19, p. 1034.]

3           7.     \$250,000 on approximately June 11, 2002 from MEEI to ICL Bahamas' First  
4 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 111-15, and Ex. 19, p. 1034.]

5           8.     \$460,000 on approximately June 19, 2002 from MEEI to ICL Bahamas' First  
6 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 116-18, and Ex. 19, p. 1034.]

7           9.     \$3,884,132 on approximately July 4, 2002 from MEEI to ICL Bahamas' First  
8 Union a/c #-xxxx-1482. [Newton Decl., Ex. 2, pp. 121-23, and Ex. 10, p. 738 & Ex. 19, p.  
9 1034.]

10          10.    \$100,000 on approximately August 5, 2002 from MEEI to ICL Bahamas' First  
11 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 124-27, and Ex. 19, p. 1034.]

12          11.    \$92,000 on approximately September 6, 2002 from MEEI to ICL Bahamas'  
13 First Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 128-30, and Ex. 19, p. 1035.]

14          12.    \$75,600 on approximately September 10, 2002 from MEEI to ICL Bahamas'  
15 First Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 131-33, and Ex. 19, p. 1035.]

16          13.    \$100,000 on approximately October 4, 2002 from MEEI to ICL Bahamas' First  
17 Union a/c #xxxx-1482. [Newton Decl., Ex. 2, pp. 134-36, and Ex. 19, p. 1035.]

18                 -     Total Post-10/31/01 Other (Non-Commission) Transfers by  
19                         Midland to ICL Bahamas: **\$11,301,732.00** ( of which  
20                         \$5,671,732.00 are made post-5/8/02)

21 **E.    Transfers from CMG to or for Benefit of Braihland after 10/31/01**

22          1.     \$8,000 on approximately November 12, 2001 from CMG's a/c #xxxx-3170 by  
23 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159.<sup>8</sup> [Newton  
24 Decl., ¶ 12(10) and Ex. 13, p. 801C.]

25  
26  
27  
28                 <sup>8</sup> Braihland's BofA a/c #xxxx-9159 was a joint account in the names of Braihland  
and Donna Orr. [See Newton Decl., ¶ 12(10) and Ex. 13, pp. 827-28.]

- 1           2.     \$5,000 on approximately November 11[NO- 9], 2001 from CMG's a/c #xxxx-  
2 1148 by check made payable to cash and endorsed by Braihland. [Newton Decl., ¶ 12(11)  
3 and Ex. 13, pp. 801A-B.]
- 4           3.     \$12,000 on approximately November 16, 2001 from CMG's a/c #xxxx-3170 by  
5 check made payable to cash and endorsed by Braihland. [Newton Decl., ¶ 12(12) and Ex. 13.  
6 pp. 801G-H.]
- 7           4.     \$8,000 on approximately November 16, 2001 from CMG's a/c #xxxx-3170 by  
8 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
9 Decl., ¶ 12(13) and Ex. 13, pp. 801G-H.]
- 10          5.     \$15,000 on approximately December 6, 2001 from CMG's a/c #xxxx-3170 by  
11 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
12 Decl., ¶ 12(14) and Ex. 13, pp. 801I-J.]-should be 15k
- 13          6.     \$20,000 on approximately December 18, 2001 from CMG's a/c #xxxx-3170 by  
14 check made payable to Sand Web Technologies, Inc. for a King Air aircraft. [Newton Decl.,  
15 ¶ 12(15) and Ex. 13, p. 802; see ¶ E.10, below.]X
- 16          7.     \$7,000 on approximately December 19, 2001 from CMG's a/c #xxxx-3170 by  
17 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
18 Decl., ¶ 12(16) and Ex. 13, pp. 802-803.]
- 19          8.     \$5,000 on approximately January 3, 2002 from CMG's a/c #xxxx-3170 by  
20 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
21 Decl., ¶ 12(19) and Ex. 13, pp. 804B-C.]
- 22          9.     \$5,000 on approximately January 10, 2002 from CMG's a/c #xxxx-3170 by  
23 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
24 Decl., ¶ 12(20) and Ex. 13, pp. 804-B-C.]
- 25          10.    \$15,000 on approximately January 15, 2002 from CMG's a/c #xxxx-3170 by  
26 check made payable to Sand Web for "final installation airplane." [Newton Decl.,  
27 ¶ 12(18) and Ex. 13, p. 804.]
- 28

- 1 11. \$6,000 approximately January 24, 2002 from CMG's a/c #xxxx-3170 by check  
2 made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton Decl.,  
3 ¶ 12(21) and Ex. 13, p. 804A.]
- 4 12. \$7,000 on approximately February 13, 2002 from CMG's a/c #xxxx-xxxx-3170  
5 by check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
6 Decl., ¶ 12(22) and Ex. 13, pp. 805A-B.]
- 7 13. \$10,000 on approximately February 4 [no-should be feb 4], 2002 from CMG's  
8 a/c #xxxx-3170 by check made payable to cash and deposited in Braihland's BofA a/c #xxxx-  
9 9159 [Newton Decl., ¶ 12(23) and Ex. 13, pp. 804-805.]X
- 10 14. \$11,000 on approximately March 12, 2002 from CMG's a/c #xxxx-3170 by  
11 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
12 Decl., ¶ 12(24) and Ex. 13, pp. 805C-D.]
- 13 15. \$10,000 on approximately April 4, 2002 from CMG's a/c #xxxx-3170 by check  
14 made payable to cash and deposited in Braihland's Bank of America a/c#xxxx-9159 [Newton  
15 Decl., ¶ 12(25) and Ex. 13, pp. 805E-F.]
- 16 16. \$5,000 on approximately April 9, 2002 from CMG's a/c #xxxx-3170 by check  
17 made payable to cash and deposited in Braihland's BofA a/c#xxxx-9159 [Newton Decl.,  
18 ¶ 12(26) and Ex. 13, pp. 805E-F.]
- 19 17. \$20,000 on approximately April 17, 2002 from CMG's a/c #xxxx-3170 by  
20 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-9159 [Newton  
21 Decl., ¶ 12(27) and Ex. 13, pp. 805E-F.]
- 22 18. \$15,000 on approximately June 3, 2002 from CMG's a/c #xxxx-3170 [NO-  
23 SHOULD BE1330] by check made payable to cash and deposited in Braihland's BofA a/c  
24 #xxxx-5780 [Newton Decl., ¶ 12(28) and Ex. 13, pp. 808-09.]?
- 25 19. \$12,000 on approximately June 28, 2002 from CMG's a/c #xxxx-3170 [NO-  
26 SHOULD BE 1330] by check made payable to cash and deposited in Braihland's BofA a/c  
27 #xxxx-5780 [Newton Decl., ¶ 12(29) and Ex. 13, p. 809.]
- 28 ///

1 29. \$5,000 on approximately November 13, 2002 from CMG's a/c #xxxx-1330 by  
2 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-5780 [Newton  
3 Decl., ¶ 12(40) and Ex. 13, p. 821.]

4 30. \$50,000 on approximately November 21, 2002 from CMG's a/c #xxxx-1330 by  
5 check made payable to "Amwes Exploration LLC 2002-03 Drilling Pr" with the memo  
6 reference "Braihland, Charles" [Newton Decl., ¶ 12(41) and Ex. 13, p. 823.]

7 31. \$26,500 on approximately December 2, 2002 from CMG's a/c #xxxx-1330 by  
8 check made payable to cash and deposited in Braihland's BofA a/c #xxxx-5780 [Newton  
9 Decl., ¶ 12(42) and Ex. 13, p. 822.]

10 - Total Post-10/31/01 Transfers from CMG to or for Benefit of Charles  
11 Braihland: \$412,351.44 (of which \$244,351.44 were made post-5/8/02)

12 **F. Transfers from ICL Bahamas to or for Benefit of Braihland post-10/31/01**

13 1. \$12,000 on approximately May 9, 2002 from ICL Bahamas a/c #xxxx-2195 by  
14 check deposited in Braihland's BofA a/c #xxxx-5780.<sup>9</sup> [Newton Decl., ¶ 11(2) and Ex. 13, pp.  
15 806-07.]

16 2. \$20,000 on approximately July 8, 2002 from ICL Bahamas a/c #xxxx-1148 by  
17 check made payable to cash and deposited into Braihland's Bank of America a/c #xxxx-5780.  
18 [Newton Decl., ¶ 11(3) and Ex. 13, p. 810.]

19 3. \$15,000 on approximately August 19, 2002 from ICL Bahamas a/c #xxxx-1148  
20 by check made payable to cash and deposited into Braihland's Bank of America a/c #xxxx-  
21 5780 [Newton Decl., ¶ 11(3) and Ex. 13, p. 815.]

22 - Total Post-10/31/01 Transfers from ICL Bahamas to or for Benefit of  
23 Braihland: \$47,000 (of which all \$47,000 were made post-5/8/02)

24 **[END OF EXHIBIT 1]**

25  
26  
27 <sup>9</sup> Braihland's BofA a/c #xxxx-5780 was a joint account of Braihland and Donna J.  
28 Orr. [See Newton Decl., ¶ 11 (3) and Ex. 13, p. 825.]

In re: In re Substantively Consolidated MIDLAND EURO EXCHANGE, INC., MIDLAND EURO, INC., MIDLAND GROUP, INC., MOSHE LEICHNER, ZVI LEICHNER,  
Debtor(s).

CHAPTER: 7  
CASE NUMBER: SV 03-13981-GM

**NOTE TO USERS OF THIS FORM:**

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List **ONLY** addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. **DO NOT** list an address if person/entity is listed in category I.

**NOTICE OF ENTERED ORDER AND SERVICE LIST**

Notice is given by the court that a judgment or order entitled (*specify*) JUDGMENT AGAINST CHARLES W. BRAIHLAND, CAPITAL MANAGEMENT GROUP, LLC, I.C.L. BAHAMAS, LTD., FUKAYAMA FOUNDATION, TSUYAKO FUKAYAMA, HAWAIIAN JOY, LLC, TAMOKO SATO, AND MAMI SATO [AND EXHIBIT 1] was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

**I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of May 27, 2009, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

Samuel R Maizel                      smaizel@pszjlaw.com, smaizel@pszjlaw.com  
Andrew Edward Smyth            smythmichelle@sbcglobal.net

Service information continued on attached page

**II. SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

COUNSEL TO CHAPTER 7 TRUSTEE  
Leonard L. Gumpport  
Gumpport | Reitman  
550 South Hope Street, Suite 825  
Los Angeles, CA 90071

Service information continued on attached page

**III. TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

CHAPTER 7 TRUSTEE  
Christopher Barclay, Trustee  
Mack|Barclay, Inc.  
600 Anton Boulevard, Suite 1350

Service information continued on attached page

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

In re: In re Substantively Consolidated MIDLAND EURO EXCHANGE,  
INC., MIDLAND EURO, INC., MIDLAND GROUP, INC., MOSHE  
LEICHNER, ZVI LEICHNER,

Debtor(s).

CHAPTER: 7

CASE NUMBER: SV 03-13981-GM

**ADDITIONAL SERVICE INFORMATION** (if needed):

DEFENDANTS, CAPITAL MANAGEMENT GROUP, LLC, I.C.L. BAHAMAS, INC., AND CHARLES W. BRAIHLAND  
c/o Charles Braihland  
3323 Imperial Ln.  
Lakeland, FL 33812-4138

COUNSEL TO DEFENDANTS, CAPITAL MANAGEMENT GROUP, LLC, I.C.L. BAHAMAS, INC., AND CHARLES W.  
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Valencia, CA 91355

COUNSEL TO DEFENDANTS ANDREA FRYT, ERIC GREGORIA, ROYAL LAMAR HARDY, RAINHA IEMANJA CASA  
HOLDINGS LTD., JAMES O'CONNOR, CAROL O'CONNOR, TENCH PHILLIPS, LEROY PURVIS, THOM VOURLAS,  
JAMIE WALLACE, BERNARD GREGORIE, MEWON NETHKON, LAWRENCE WOLFE AND KAREN WOLFE  
Paul J. Sulla, Esq.  
P.O. Box 425  
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COUNSEL TO TRIPLE ARROWS, INC., TAMOKO SATO, MIAMI SATO, AND FUKAYAMA FOUNDATION FUND and  
DONALD FREY  
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Andrew A. Smyth  
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Walnut Creek, CA 94596

Tench Phillips  
P.O. Box 11074  
Norfolk, VA 23517

Thom Vourlas  
P.O. Box 11074  
Norfolk, VA 23517

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.



ORANGE COUNTY  
(714) 662-5555  
FAX (714) 662-3379

L.A. COUNTY  
(213) 482-5555  
FAX (213) 482-5006

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<b>COURT SERVICE</b>		LAST DAY TO FILE:	DO TODAY <input type="checkbox"/>
COURT: U.S. BANKRUPTCY COURT	SECRETARY: dbrigham@brighamlawfirm.us		
BRANCH: MIDDLE DISTRICT OF FLORIDA	FIRM: Donald Brigham #163		
DEPARTMENT:	ADDRESS: 26522 La Alameda, Suite 170		
HEARING DATE:	CITY: Mission Viejo, CA 92691		
CASE NAME: BARCLAY V. CAPITAL MANAGE	PHONE #: (949) 367-0227	DATE: 7/22/09	
CASE #: ADV. AD 05-01197-GM	FILE #:		
DOCUMENT TITLE: CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT			

<input checked="" type="checkbox"/> FILING	APPEARANCE FEE PAID? IF YES, DATE: _____	<input type="checkbox"/> YES <input type="checkbox"/> FEE ATTACHED	<input checked="" type="checkbox"/> ADVANCE FEES
<input checked="" type="checkbox"/> CONFORM		<input type="checkbox"/> NO \$ _____	
<input type="checkbox"/> RECORD	<input type="checkbox"/> RESEARCH	<input type="checkbox"/> SERVE PER ATTACHED SERVICE INSTRUCTIONS	

**SPECIAL INSTRUCTIONS**

FILE CERTIFICATION AND HAVE CASE OPENED FOR ENFORCEMENT IN MIDDLE DISTRICT WHERE JUDGMENT DEBTORS RESIDE.

*Stamped. self-addressed envelope attached for return*

DDS SPECIAL INSTRUCTION ACKNOWLEDGMENT

FIRM CALLED S/W \_\_\_\_\_ DATE: \_\_\_\_\_  
DDS STATUS: \_\_\_\_\_

WAIT/RESEARCH TIME:	ADVANCE FEE:	CHECK #:
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