

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF GEORGIA
 ATLANTA DIVISION

In re:)	
)	Case No. 07-71810
CEP HOLDINGS, INC.,)	
)	Chapter 11
Debtor.)	
_____)	Judge Massey
)	
CEP HOLDINGS, INC., <i>et al.</i> ,)	Jointly Administered
)	
Plaintiffs,)	
v.)	
)	
SUREINVEST, LLC, MICHAEL)	Adversary Proceeding
DONAKER, KYLE HERRON AND TAMMY)	
DOWELL,)	No. 07-_____
)	
Defendants.)	

COMPLAINT TO AVOID AND RECOVER TRANSFERS

COME NOW, CEP Holdings, Inc. and Colon End Parenthesis Trust, LLC (collectively, the “Debtors”), and file this Complaint to Avoid and Recover Transfers, alleging as follows:

JURISDICTION AND VENUE

1. The Debtors filed voluntary petitions in bankruptcy under chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101, *et seq.*) on July 27, 2007 (the “Petition Date”). An order was entered on August 3, 2007 to have their cases jointly administered. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(F)(H) and (O).

2. Venue of this adversary proceeding is proper in this district pursuant to 28 U.S.C. § 1409.

THE PARTIES

3. On July 9, 2007, the Securities and Exchange Commission (the "SEC") filed its Complaint for Injunctive and Other Relief in the United States District Court for the Eastern District of North Carolina, Raleigh Division (the "District Court"), commencing the lawsuit styled Securities and Exchange Commission v. CEP Holdings, Inc., d/b/a colonendparenthesis.net, Trevor Reed, Clayton Kimbrell and Colon End Parenthesis Trust, LLC, Case No. 5:07-cv-00256-BO (the "SEC Action"). On July 10, 2007, the District Court entered the Order Granting Preliminary Injunction, Freezing Assets, Appointing a Receiver and Ordering Other Ancillary Relief (the "District Court Order"), to which Order the Defendants consented and the Debtors' businesses were shut down. William F. Perkins was appointed receiver for the Debtors pursuant to the District Court Order and has since managed the Debtors' assets and financial affairs.

4. The SEC has alleged that Trevor Reed ("Reed") and Clayton Kimbrell ("Kimbrell"), through Holdings, were involved in a fraudulent and unregistered offering of securities sold *via* the internet.

5. Upon information and belief, since May 2006, over \$16,000,000 has flowed into the bank accounts of Trust from more than 10,000 participants in one of the three "investment" programs operated by Holding's d/b/a websites. Trust served as an internet payment processor through which Debtors' participants received and disbursed money.

6. Upon information and belief, Holding's "investment" programs included the following:

(a) a passive, interest-only investment format at colonendparenthesis.net. This program required a minimum initial investment of \$20 and promised a daily return of 2% (more

than 700% per annum) that was payable every thirty days by credit to the participant's account at Trust. The participant committed to either a 180-day or 360-day option, but the original principal was not returned to the participant.

(b) the programs at CEPcoast.com and Coastin88.com were auto-surf sites whereby participants "purchased" advertising packages starting at \$5 each for a website that the participant wished to expose or advertise. The participant chose to recover up to 130% (CEPcoast) or 115% (Coastin88) of their advertising expense by participating in a program that sent 15 websites to them to view and rate. It appears to have taken less than a month for the participant to recover cost plus the profit if an advertising purchaser also viewed and rated all 15 websites every day. The caveats of these auto-surf programs were: (i) only advertising purchasers were eligible to view and rate websites that earned credits, (ii) to participate in a daily payout, the participant had to review all 15 websites sent to him or her that day, (iii) CEPCoast.com paid out 90% of daily ad purchases and Coastin88.com paid out 88%, and (iv) the payout to viewers each day was dependent on that day's advertising purchases (cash inflow), not the number of websites viewed and rated.

7. Upon information and belief, investors were led to believe that their funds were used to invest in safe "brick and mortar" type businesses that produced the promised yields, but there was, in fact, no significant investment of participant funds in any third-party business or investment other than a money market account yielding approximately 4%. Neither Reed nor Kimbrell invested personal funds in the programs described above.

8. Upon information and belief, (a) there was no review or audit of financial transactions of the Debtors and (b) their records consist almost entirely of databases created by website transactions.

9. Several millions of dollars were transferred out of the Debtors' accounts to Reed, Kimbrell, their family, as well as to employees and sub-contractors, for which it is believed that the Debtors did not receive reasonably equivalent value.

10. Debtors had no source of funding for the profits paid to participants in these schemes other than the deposits of subsequent investors. It appears that more than 4,000 investors are still owed more than \$9,000,000 of the money they initially invested in Debtors.

11. Defendant SureInvest, LLC ("SureInvest") is a Washington limited liability company.

12. SureInvest may be served with process in this adversary proceeding by mailing a copy of the summons and a copy of this Complaint by first class United States mail, postage prepaid, to the attention of its registered agent, Timothy Anderson at 601 W. Kennewick Ave, Kennewick, Washington 99336, or by such other means as may be permitted by Rule 7004 of the Federal Rules of Bankruptcy Procedure.

13. Defendant Michael Donaker ("Donaker") is a resident of Nebraska.

14. Donaker may be served with process in this adversary proceeding by mailing a copy of the summons and a copy of this Complaint by first class United States mail, postage prepaid, to his attention at 1601 N. 197th Street, Elkhorn, Nebraska 68022, or by such other means as may be permitted by Rule 7004 of the Federal Rules of Bankruptcy Procedure.

15. Defendant Kyle Herron ("Herron") is a resident of the state of Washington.

16. Herron may be served with process in this adversary proceeding by mailing a copy of the summons and a copy of this Complaint by first class United States mail, postage prepaid, to his attention at 4408 Valencia Drive, Pasco, Washington 99301, or by such other means as may be permitted by Rule 7004 of the Federal Rules of Bankruptcy Procedure.

17. Defendant Tammy Dowell ("Dowell") is a resident of Colorado.

18. Dowell may be served with process in this adversary proceeding by mailing a copy of the summons and a copy of this Complaint by first class United States mail, postage prepaid, to her attention at 4975 East 115th Avenue, Thornton, Colorado 80233, or by such other means as may be permitted by Rule 7004 of the Federal Rules of Bankruptcy Procedure.

19. At all times relevant to this Complaint, Donaker and Herron were owners of SureInvest. Dowell was an owner of SureInvest when the first transfer was made by Debtors to SureInvest until her interest in SureInvest was acquired by Donaker and/or Herron in or around May 2007.

20. Upon information and belief, SureInvest entered into an agreement with Debtors to respond to support tickets generated online by participant comments or problems with respect to Coastin88, which was one of the websites through which Debtors allegedly sold advertising packages.

21. SureInvest did not do marketing for the Debtors nor did it provide any other technical services to the Debtors.

22. Upon information and belief, Debtors and SureInvest agreed that in consideration for its services, SureInvest would receive two percent (2%) of the amount of the alleged advertising packages purchased by Debtors' participants, which amount was credited weekly to the SureInvest account at Trust (the "SureInvest Account").

23. Between January 1, 2007 through July 2, 2007, credits to the SureInvest Account at Trust totaled \$1,671,923.12, which money was then disbursed to SureInvest, Donaker, Herron or Dowell (the "SureInvest Transfers").

24. The SureInvest Transfers are detailed on Exhibit A attached hereto by date of disbursement from SureInvest's account at Trust and the amount of each transfer.

25. Donaker had an individual account at Trust.

26. Donaker participated in one or more programs offered by the Debtors as described in paragraph 6 above.

27. Attached hereto as Exhibit B is a itemization of the transfers out of Donaker's individual account at Trust by date and amount of each transfer, which transfers totaled \$39,229.73 (the "Donaker Transfers").

28. Herron had an individual account at Trust.

29. Herron participated in one or more programs offered by the Debtors as described in paragraph 6 above.

30. Attached hereto as Exhibit C is a itemization of the transfers out of Herron's individual account at Trust by date and amount of each transfer, which transfers totaled \$34,185.80 (the "Herron Transfers").

31. Dowell had an individual account at Trust.

32. Dowell participated in one or more programs offered by the Debtors as described in paragraph 6 above.

33. Attached hereto as Exhibit D is a itemization of the transfers out of Dowell's individual account at Trust by date and amount of each transfer, which transfers totaled \$7,225.75 (the "Dowell Transfers").

34. During the operation of Debtors' scheme as set out in paragraphs 4 through 10 (the "Scheme"), various investors, including Donaker, Herron and Dowell, were paid funds by the Debtors that purported to be (a) redemptions of funds invested or (b) profits made on principal funds invested. The source of these payments were the principal investments of other investors. The payments were made generally in furtherance of the Scheme in order to conceal the losses of the Debtors and the diversion of assets. The fraudulent nature of the transfers, including those to the Defendants, were concealed. It is inequitable for those investors receiving such payments, including Donaker, Herron and Dowell, to retain them to the detriment of remaining creditors and investors.

35. It is Debtors' contention that all transfers, in whatever form, made to Defendants by the Debtors are avoidable and recoverable by Debtors. Defendants are on notice that Debtors are seeking avoidance and recovery of all transfers from the Debtors to them, even if such transfers are not listed on the attached exhibits, and even if the total amount of these transfers exceeds the amounts set forth on the attached exhibits.

36. Upon information and belief, \$189,865.53 of the SureInvest Transfers were sent to the same account at US Bank to which the Herron Transfers were sent.

37. Upon information and belief, \$163,416.22 and \$185,010.00, respectively, of the SureInvest Transfers were sent to the same accounts at Hapo Community Credit Union and Wells Fargo Bank to which the Donaker Transfers were sent.

38. Upon information and belief, \$90,106.95 of the SureInvest Transfers were sent to an account at Amarillo Community Credit Union which was owned or controlled by Dowell.

COUNT I

39. Plaintiff incorporates by reference paragraphs 1 through 38 above as if fully set forth in Count I herein.

40. The SureInvest Transfers were transfers of interests in property of the Debtors.

41. The Debtors received less than reasonably equivalent value in exchange for each of the SureInvest Transfers.

42. The Debtors were insolvent at the times that the SureInvest Transfers were made or became insolvent as a result of each of the SureInvest Transfers.

43. At the times of the SureInvest Transfers, the Debtors were engaged in business or a transaction, or were about to engage in business or a transaction, for which any property remaining with the Debtors was unreasonably small capital.

44. At the times of the SureInvest Transfers, the Debtors intended to incur, or believed that the Debtors would incur, debts that would be beyond the ability of the Debtors to pay as such debts matured.

45. The SureInvest Transfers are avoidable pursuant to § 548(a)(1)(B) of the Bankruptcy Code and are recoverable by the Debtors from SureInvest pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT II

46. Debtors reassert the allegations in paragraphs 1 through 45 as if set forth in Count II verbatim.

47. The SureInvest Transfers within the 90 day period prior to the Petition Date (April 28, 2007 through July 27, 2007) total \$559,776.82 (the "SureInvest Preferential Transfers"):

(a) The SureInvest Preferential Transfers were transfers of interests in property of the Debtors;

(b) The SureInvest Preferential Transfers were made to or for the benefit of SureInvest, a creditor of one or more of the Debtors;

(c) The SureInvest Preferential Transfers were made for or on account of an antecedent debt owed by one or more of the Debtors to SureInvest before the SureInvest Preferential Transfers were made;

(d) The SureInvest Preferential Transfers were made while the Debtors were insolvent within the meaning of §§ 547 and 101(32) of the Bankruptcy Code;

(e) The SureInvest Preferential Transfers enabled SureInvest to receive more than it would have received if the bankruptcy cases of the Debtors were cases under chapter 7 of the Bankruptcy Code, the SureInvest Preferential Transfers had not been made, and SureInvest received payment of its debt to the extent provided by the provisions of the Bankruptcy Code; and

(f) The SureInvest Preferential Transfers constitute avoidable preferential transfers pursuant to the provisions of § 547(b) of the Bankruptcy Code and are recoverable by the Debtors from SureInvest pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT III

RECOVERY OF SUREINVEST TRANSFERS FROM DONAKER, HERRON AND DOWELL

48. Plaintiff incorporates by reference paragraphs 1 through 47 above as if fully set forth in Count III herein.

49. All or many of the SureInvest Transfers went directly to the owners of SureInvest or payments from Debtors to SureInvest's owners went directly to SureInvest.

50. SureInvest and its owners ignored corporate formalities and used SureInvest and its assets as if they were their own.

51. At the time of the SureInvest Transfers, SureInvest was the alter ego of Donaker, Herron and Dowell (with respect to Dowell, only until she sold her interest in SureInvest).

52. Based on the foregoing, Donaker, Herron and Dowell are jointly and severally liable to the Debtors for the repayment of the SureInvest Transfers to Debtors.

COUNT IV

**RECOVERY OF SUREINVEST PREFERENTIAL TRANSFERS FROM DONAKER,
HERRON AND DOWELL**

53. Plaintiff incorporates by reference paragraphs 1 through 52 above as if fully set forth in Count IV herein.

54. Based on the foregoing, Donaker, Herron and Dowell are jointly and severally liable to the Debtors for the repayment of the SureInvest Preferential Transfers to the Debtors.

COUNT V

RECOVERY OF SUREINVEST TRANSFERS FROM HERRON

55. Plaintiff incorporates by reference paragraphs 1 through 54 above as if fully set forth in Count V herein.

56. Herron was the initial, or immediate or mediate transferee of the initial transferee, with respect to \$189,865.53, plus such amounts disbursed to him by SureInvest from the SureInvest Transfers.

57. Based on the foregoing, Herron is liable to the Debtors for \$189,865.53, plus such amounts disbursed to him by SureInvest from the SureInvest Transfers pursuant to § 550(a) of the Bankruptcy Code.

COUNT VI

RECOVERY OF SUREINVEST TRANSFERS FROM DONAKER

58. Plaintiff incorporates by reference paragraphs 1 through 57 above as if fully set forth in Count VI herein.

59. Donaker was the initial, or immediate or mediate transferee of the initial transferee, with respect to \$348,426.22, plus such amounts disbursed to him by SureInvest from the SureInvest Transfers.

60. Based on the forgoing, Donaker is liable to the Debtors for \$348,426.22, plus such amounts disbursed to him from the SureInvest Transfers pursuant to § 550(a) of the Bankruptcy Code.

COUNT VII

RECOVERY OF SUREINVEST TRANSFERS FROM DOWELL

61. Plaintiff incorporates by reference paragraphs 1 through 60 above as if fully set forth in Count VII herein.

62. Dowell was the initial, or immediate or mediate transferee of the initial transferee, with respect to \$90,106.95, plus such amounts disbursed to her by SureInvest from the SureInvest Transfers.

63. Based on the forgoing, Dowell is liable to the Debtors for \$90,106.95, plus such amounts disbursed to her from the SureInvest Transfers pursuant to § 550(a) of the Bankruptcy Code.

COUNT VIII

RECOVERY OF SUREINVEST PREFERENTIAL TRANSFERS FROM HERRON

64. Plaintiff incorporates by reference paragraphs 1 through 63 above as if fully set forth in Count VIII herein.

65. Herron was the initial, or immediate or mediate transferee of the initial transferee, with respect to \$27,885.58, plus such amounts disbursed to him by SureInvest from the SureInvest Preferential Transfers.

66. Based on the forgoing, Herron is liable to the Debtors for at least \$27,885.58, plus such amounts disbursed to him by SureInvest from the SureInvest Preferential Transfers pursuant to § 550(a) of the Bankruptcy Code.

COUNT IX

RECOVERY OF SUREINVEST PREFERENTIAL TRANSFERS FROM DONAKER

67. Plaintiff incorporates by reference paragraphs 1 through 66 above as if fully set forth in Count IX herein.

68. Donaker was the initial, or immediate or mediate transferee of the initial transferee, with respect to \$36,250.00, plus such amounts disbursed to him by SureInvest from the SureInvest Preferential Transfers.

69. Based on the forgoing, Donaker is liable to the Debtors for \$36,250.00, plus such amounts disbursed to him by SureInvest from the SureInvest Preferential Transfers pursuant to § 550(a) of the Bankruptcy Code.

COUNT X

RECOVERY OF SUREINVEST PREFERENTIAL TRANSFERS FROM DOWELL

70. Plaintiff incorporates by reference paragraphs 1 through 69 above as if fully set forth in Count X herein.

71. Dowell was the initial, or immediate or mediate transferee of the initial transferee, with respect to those amounts disbursed to her by SureInvest from the SureInvest Preferential Transfers.

72. Based on the forgoing, Dowell is liable to the Debtors for those amounts disbursed to her by SureInvest from the SureInvest Preferential Transfers pursuant to § 550(a) of the Bankruptcy Code.

COUNT XI

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT
TO §§ 548(a)(1)(A) AND 550(a)(1) OF THE BANKRUPTCY CODE
(HERRON)**

73. Plaintiff incorporates by reference paragraphs 1 through 72 above as if fully set forth in Count XI herein.

74. The Herron Transfers were transfers of interests in property of the Debtors.

75. The Herron Transfers were made in furtherance of the Scheme.

76. The Herron Transfers were made with actual intent to hinder, delay or defraud the creditors of the Debtors to which the Debtors were or became indebted on or after the dates that the Herron Transfers were made.

77. The Herron Transfers are avoidable pursuant to § 548(a)(1)(A) of the Bankruptcy Code and are recoverable by the Debtors from Herron pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XII

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT
TO §§ 548(a)(1)(B) AND 550(a)(1) OF THE BANKRUPTCY CODE
(HERRON)**

78. Plaintiff incorporates by reference paragraphs 1 through 77 above as if fully set forth in Count XII herein.

79. The Herron Transfers were transfers of interests in property of the Debtors.

80. The Debtors received less than reasonably equivalent value in exchange for each of the Herron Transfers.

81. The Debtors were insolvent at the times that the Herron Transfers were made or became insolvent as a result of each of the Herron Transfers.

82. At the times of the Herron Transfers, the Debtors were engaged in business or a transaction, or were about to engage in business or a transaction, for which any property remaining with the Debtors was unreasonably small capital.

83. At the times of the Herron Transfers, the Debtors intended to incur, or believed that the Debtors would incur, debts that would be beyond the ability of the Debtors to pay as such debts matured.

84. The Herron Transfers are avoidable pursuant to § 548(a)(1)(B) of the Bankruptcy Code and are recoverable by the Debtors from Herron pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XIII

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT TO
§§ 547(b) AND 550(a)(1) OF THE BANKRUPTCY CODE
(HERRON)**

85. Plaintiff incorporates by reference paragraphs 1 through 84 as if fully set forth in Count XIII herein.

86. The amount of transfers made to Herron from his individual account at Trust within 90 days prior to the Petition Date total \$14,420.47 (the "Herron Preferential Transfers").

87. In the event that Herron was, at the time the Herron Preferential Transfers were made, a creditor of one or more of the Debtors:

(a) The Herron Preferential Transfers were made within 90 days of the Petition Date and were transfers of interests in property of the Debtors;

(b) The Herron Preferential Transfers were made to or for the benefit of Herron, a creditor of one or more of the Debtors;

(c) The Herron Preferential Transfers were made for or on account of an antecedent debt owed by one or more of the Debtors to Herron before the Herron Preferential Transfers were made;

(d) The Herron Preferential Transfers were made while the Debtors were insolvent within the meaning of § 547 and § 101(32) of the Bankruptcy Code;

(e) The Herron Preferential Transfers enabled Herron to receive more than he would have received if the bankruptcy cases of the Debtors were cases under chapter 7 of the Bankruptcy Code, the Herron Preferential Transfers had not been made, and Herron received payment of his debt to the extent provided by the provisions of the Bankruptcy Code; and

(f) The Herron Preferential Transfers constitute avoidable preferential transfers pursuant to the provisions of § 547(b) of the Bankruptcy Code and are recoverable by the Debtors from Herron pursuant to § 550(a)(1) of the Bankruptcy Code;

COUNT XIV

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT
TO §§ 548(a)(1)(A) AND 550(a)(1) OF THE BANKRUPTCY CODE
(HERRON)**

88. Plaintiff incorporates by reference paragraphs 1 through 87 above as if fully set forth in Count XIV herein.

89. The Herron Transfers were transfers of interests in property of the Debtors.

90. The Herron Transfers were made in furtherance of the Scheme.

91. The Herron Transfers were made with actual intent to hinder, delay or defraud the creditors of the Debtors to which the Debtors were or became indebted on or after the dates that the Donaker Transfers were made.

92. The Herron Transfers are avoidable pursuant to § 548(a)(1)(A) of the Bankruptcy Code and are recoverable by the Debtors from Donaker pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XV

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT
TO §§ 548(a)(1)(B) AND 550(a)(1) OF THE BANKRUPTCY CODE
(DONAKER)**

93. Plaintiff incorporates by reference paragraphs 1 through 92 above as if fully set forth in Count XV herein.

94. The Donaker Transfers were transfers of interests in property of the Debtors.

95. The Debtors received less than reasonably equivalent value in exchange for each of the Donaker Transfers.

96. The Debtors were insolvent at the times that the Donaker Transfers were made or became insolvent as a result of each of the Donaker Transfers.

97. At the times of the Donaker Transfers, the Debtors were engaged in business or a transaction, or were about to engage in business or a transaction, for which any property remaining with the Debtors was unreasonably small capital.

98. At the times of the Donaker Transfers, the Debtors intended to incur, or believed that the Debtors would incur, debts that would be beyond the ability of the Debtors to pay as such debts matured.

99. The Donaker Transfers are avoidable pursuant to § 548(a)(1)(B) of the Bankruptcy Code and are recoverable by the Debtors from Donaker pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XVI

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT TO
§§ 547(b) AND 550(a)(1) OF THE BANKRUPTCY CODE
(DONAKER)**

100. Plaintiff incorporates by reference paragraphs 1 through 99 as if fully set forth in Count XVI herein.

101. The amount of transfers made to Donaker from his individual account at Trust within 90 days prior to the Petition Date total \$13,242.69 (the "Donaker Preferential Transfers").

102. In the event that Donaker was, at the time the Donaker Preferential Transfers were made, a creditor of one or more of the Debtors:

(a) The Donaker Preferential Transfers were made within 90 days of the Petition Date and were transfers of interests in property of the Debtors.

(b) The Donaker Preferential Transfers were made to or for the benefit of Donaker, a creditor of one or more of the Debtors.

(c) The Donaker Preferential Transfers were made for or on account of an antecedent debt owed by one or more of the Debtors to Donaker before the Donaker Preferential Transfers were made.

(d) The Donaker Preferential Transfers were made while the Debtors were insolvent within the meaning of § 547 and § 101(32) of the Bankruptcy Code.

(e) The Donaker Preferential Transfers enabled Donaker to receive more than he would have received if the bankruptcy cases of the Debtors were cases under chapter 7 of the Bankruptcy Code, the Donaker Preferential Transfers had not been made, and Donaker received payment of his debt to the extent provided by the provisions of the Bankruptcy Code.

(f) The Donaker Preferential Transfers constitute avoidable preferential transfers pursuant to the provisions of § 547(b) of the Bankruptcy Code and are recoverable by the Debtors from Donaker pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XVII

AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT TO §§ 548(a)(1)(A) AND 550(a)(1) OF THE BANKRUPTCY CODE (DOWELL)

103. Plaintiff incorporates by reference paragraphs 1 through 102 above as if fully set forth in Count XVII herein.

104. The Dowell Transfers were transfers of interests in property of the Debtors.

105. The Dowell Transfers were made in furtherance of the Scheme.

106. The Dowell Transfers were made with actual intent to hinder, delay or defraud the creditors of the Debtors to which the Debtors were or became indebted on or after the dates that the Dowell Transfers were made.

107. The Dowell Transfers are avoidable pursuant to § 548(a)(1)(A) of the Bankruptcy Code and are recoverable by the Debtors from Dowell pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XVIII

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT
TO §§ 548(a)(1)(B) AND 550(a)(1) OF THE BANKRUPTCY CODE
(DOWELL)**

108. Plaintiff incorporates by reference paragraphs 1 through 107 above as if fully set forth in Count XVIII herein.

109. The Dowell Transfers were transfers of interests in property of the Debtors.

110. The Debtors received less than reasonably equivalent value in exchange for each of the Dowell Transfers.

111. The Debtors were insolvent at the times that the Dowell Transfers were made or became insolvent as a result of each of the Dowell Transfers.

112. At the times of the Dowell Transfers, the Debtors were engaged in business or a transaction, or were about to engage in business or a transaction, for which any property remaining with the Debtors was unreasonably small capital.

113. At the times of the Dowell Transfers, the Debtors intended to incur, or believed that the Debtors would incur, debts that would be beyond the ability of the Debtors to pay as such debts matured.

114. The Dowell Transfers are avoidable pursuant to § 548(a)(1)(B) of the Bankruptcy Code and are recoverable by the Debtors from Dowell pursuant to § 550(a)(1) of the Bankruptcy Code.

COUNT XIX

**AVOIDANCE AND RECOVERY OF TRANSFERS PURSUANT TO
§§ 547(b) AND 550(a)(1) OF THE BANKRUPTCY CODE
(DOWELL)**

115. Plaintiff incorporates by reference paragraphs 1 through 114 as if fully set forth in Count XIX herein.

116. The amount of transfers made to Dowell from her individual account at Trust within 90 days prior to the Petition Date total \$7,225.75 (the "Dowell Preferential Transfers").

117. In the event that Dowell was, at the time the Dowell Preferential Transfers were made, a creditor of one or more of the Debtors:

(a) The Dowell Preferential Transfers were made within 90 days of the Petition Date and were transfers of interests in property of the Debtors.

(b) The Dowell Preferential Transfers were made to or for the benefit of Dowell, a creditor of one or more of the Debtors.

(c) The Dowell Preferential Transfers were made for or on account of an antecedent debt owed by one or more of the Debtors to Dowell before the Dowell Preferential Transfers were made.

(d) The Dowell Preferential Transfers were made while the Debtors were insolvent within the meaning of §§ 547 and 101(32) of the Bankruptcy Code.

(e) The Dowell Preferential Transfers enabled Dowell to receive more than he would have received if the bankruptcy cases of the Debtors were cases under chapter 7 of the Bankruptcy Code, the Dowell Preferential Transfers had not been made, and Dowell received payment of his debt to the extent provided by the provisions of the Bankruptcy Code.

(f) The Dowell Preferential Transfers constitute avoidable preferential transfers pursuant to the provisions of § 547(b) of the Bankruptcy Code and are recoverable by the Debtors from Dowell pursuant to § 550(a)(1) of the Bankruptcy Code.

REQUESTED RELIEF

WHEREFORE, Debtors pray that the Court will enter judgment in their favor as follows:

a. Pursuant to Count I, avoiding the SureInvest Transfers pursuant to § 548(a)(1)(B) of the Bankruptcy Code and against SureInvest in the amount of the SureInvest Transfers, but not less than \$1,671,923.12, pursuant to § 550(a)(1) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

b. Pursuant to Count II, avoiding the SureInvest Preferential Transfers pursuant to § 547(b) of the Bankruptcy Code and against SureInvest in the amount of the SureInvest Preferential Transfers, but not less than \$559,776.82, pursuant to § 550(a)(1) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

c. Pursuant to Count III, against Donaker, Dowell and Dowell, jointly and severally liable, in the amount of the SureInvest Transfers, but not less than \$1,671,923.12, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

d. Pursuant to Count IV, against Donaker, Herron and Dowell, jointly and severally, in the amount of the SureInvest Preferential Transfers, but not less than \$559,776.82, together

with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

e. Pursuant to Count V, against Herron for \$189,865.53, plus such other amounts disbursed to him by SureInvest from the SureInvest Transfers pursuant to § 550(a) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

f. Pursuant to Count VI, against Donaker for \$348,426.22, plus such other amounts disbursed to him by SureInvest from the SureInvest Transfers pursuant to § 550(a) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

g. Pursuant to Count VII, against Dowell for \$90,106.95, plus such other amounts disbursed to her by SureInvest from the SureInvest Transfers pursuant to § 550(a) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

h. Pursuant to Count VIII, against Herron for at least \$27,885.58, plus such amounts disbursed to him by SureInvest from the SureInvest Preferential Transfers pursuant to § 550(a) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

i. Pursuant to Count IX, against Donaker for at least \$36,250.00, plus such amounts disbursed to him by SureInvest from the SureInvest Preferential Transfers pursuant to § 550(a) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

j. Pursuant to Count X, against Dowell for the amounts disbursed to her by SureInvest from the SureInvest Preferential Transfers pursuant to § 550(a) of the Bankruptcy Code, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

k. Pursuant to Count XI and XII, avoiding the Herron Transfers pursuant to §§ 548(a)(1)(A) or 548(a)(1)(B) of the Bankruptcy Code and, pursuant to § 550(a)(1) of the Bankruptcy Code, against Herron in the amount of the Herron Transfers, but not less than \$34,185.80, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

l. Pursuant to Count XIII, avoiding the Herron Preferential Transfers pursuant to § 547(b) of the Bankruptcy Code and, pursuant to § 550(a)(1) of the Bankruptcy Code, against Herron in the amount of the Herron Preferential Transfers, but not less than \$14,420.47, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. §§ 1961 from the date hereof;

m. Pursuant to Count XIV and XV, avoiding the Herron Transfers pursuant to §§ 548(a)(1)(A) and 548(a)(1)(B) of the Bankruptcy Code and, pursuant to § 550(a)(1) of the Bankruptcy Code, against Donaker in the amount of the Donaker Transfers, but not less than \$36,250.00, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

n. Pursuant to Count XVI, avoiding the Donaker Preferential Transfers pursuant to § 547(b) of the Bankruptcy Code and, pursuant to § 550(a)(1) of the Bankruptcy Code, against Donaker in the amount of the Donaker Preferential Transfers, but not less than \$13,242.69,

together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

o. Pursuant to Count XVII and XVIII, avoiding the Dowell Transfers pursuant to §§ 548(a)(1)(A) and 548(a)(1)(B) of the Bankruptcy Code and, pursuant to § 550(a)(1) of the Bankruptcy Code, against Dowell in the amount of the Dowell Transfers, but not less than \$7,225.00, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

p. Pursuant to Count XIX, avoiding the Dowell Preferential Transfers pursuant to § 547(b) of the Bankruptcy Code and, pursuant to § 550(a)(1) of the Bankruptcy Code, recover from Dowell in the amount of the Dowell Preferential Transfers, but not less than \$7,225.00, together with prejudgment interest thereon at the legal rate allowed under 28 U.S.C. § 1961 from the date hereof;

q. Providing for an award of costs to Debtors; and

r. Providing for such other and further relief as this Court may deem necessary and proper.

Respectfully submitted, this 7th day of August, 2007.

GREENBERG TRAURIG, LLP

/s/ James R. Sacca

James R. Sacca
Georgia Bar No. 621843
John D. Elrod
Georgia Bar No. 246604
3290 Northside Parkway, N.W.
Suite 400
Atlanta, GA 30327
(678) 553-2100
Counsel for Debtors

EXHIBIT A
SureInvest, LLC

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
SureInvest, LLC	January 1, 2007	ACH Transfer	\$1,239.00
SureInvest, LLC	January 7, 2007	ACH Transfer	\$2,320.00
SureInvest, LLC	January 7, 2007	ACH Transfer	\$1,691.22
SureInvest, LLC	January 13, 2007	ACH Transfer	\$2,225.00
SureInvest, LLC	January 13, 2007	ACH Transfer	\$2,225.00
SureInvest, LLC	January 15, 2007	ACH Transfer	\$7,000.00
SureInvest, LLC	January 22, 2007	ACH Transfer	\$1,000.00
SureInvest, LLC	January 22, 2007	ACH Transfer	\$2,500.00
SureInvest, LLC	January 24, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	January 26, 2007	ACH Transfer	\$2,000.00
SureInvest, LLC	January 27, 2007	ACH Transfer	\$2,000.00
SureInvest, LLC	January 28, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	January 28, 2007	ACH Transfer	\$8,000.00
SureInvest, LLC	January 28, 2007	ACH Transfer	\$11,000.00
SureInvest, LLC	January 28, 2007	ACH Transfer	\$6,000.00
SureInvest, LLC	January 29, 2007	ACH Transfer	\$3,000.00
SureInvest, LLC	January 30, 2007	ACH Transfer	\$3,570.00
SureInvest, LLC	January 31, 2007	ACH Transfer	\$3,990.00
SureInvest, LLC	February 1, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 2, 2007	ACH Transfer	\$4,574.95
SureInvest, LLC	February 3, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$1,172.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$7,500.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	February 4, 2007	ACH Transfer	\$7,000.00
SureInvest, LLC	February 5, 2007	ACH Transfer	\$10.00
SureInvest, LLC	February 5, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	February 6, 2007	ACH Transfer	\$3,800.00
SureInvest, LLC	February 7, 2007	ACH Transfer	\$4,400.00
SureInvest, LLC	February 8, 2007	ACH Transfer	\$3,775.00
SureInvest, LLC	February 10, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 11, 2007	ACH Transfer	\$50,000.00
SureInvest, LLC	February 12, 2007	ACH Transfer	\$20,000.00
SureInvest, LLC	February 12, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	February 13, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 14, 2007	ACH Transfer	\$4,000.00

EXHIBIT
SureInvest, LLC

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
SureInvest, LLC	February 14, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 15, 2007	ACH Transfer	\$2,000.00
SureInvest, LLC	February 15, 2007	ACH Transfer	\$3,000.00
SureInvest, LLC	February 17, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 20, 2007	ACH Transfer	\$30,000.00
SureInvest, LLC	February 20, 2007	ACH Transfer	\$4,800.00
SureInvest, LLC	February 20, 2007	ACH Transfer	\$3,800.00
SureInvest, LLC	February 21, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 22, 2007	ACH Transfer	\$3,000.00
SureInvest, LLC	February 24, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	February 25, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	February 25, 2007	ACH Transfer	\$48,000.00
SureInvest, LLC	February 27, 2007	ACH Transfer	\$3,000.00
SureInvest, LLC	February 28, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	March 1, 2007	ACH Transfer	\$690.95
SureInvest, LLC	March 1, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	March 2, 2007	ACH Transfer	\$500.00
SureInvest, LLC	March 2, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	March 3, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	March 4, 2007	ACH Transfer	\$42,000.00
SureInvest, LLC	March 4, 2007	ACH Transfer	\$7,000.00
SureInvest, LLC	March 4, 2007	ACH Transfer	\$7,000.00
SureInvest, LLC	March 4, 2007	ACH Transfer	\$3,400.00
SureInvest, LLC	March 6, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	March 7, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	March 8, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	March 9, 2007	ACH Transfer	\$4,350.00
SureInvest, LLC	March 10, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	March 12, 2007	ACH Transfer	\$18,000.00
SureInvest, LLC	March 12, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	March 12, 2007	ACH Transfer	\$8,000.00
SureInvest, LLC	March 13, 2007	ACH Transfer	\$32,000.00
SureInvest, LLC	March 13, 2007	ACH Transfer	\$4,340.00
SureInvest, LLC	March 14, 2007	ACH Transfer	\$4,550.00
SureInvest, LLC	March 16, 2007	ACH Transfer	\$4,500.00
SureInvest, LLC	March 17, 2007	ACH Transfer	\$4,900.00
SureInvest, LLC	March 17, 2007	ACH Transfer	\$4,500.00
SureInvest, LLC	March 20, 2007	ACH Transfer	\$4,800.00
SureInvest, LLC	March 21, 2007	ACH Transfer	\$5,000.00

EXHIBIT
SureInvest, LLC

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
SureInvest, LLC	March 23, 2007	ACH Transfer	\$4,700.00
SureInvest, LLC	March 23, 2007	ACH Transfer	\$4,600.00
SureInvest, LLC	March 24, 2007	ACH Transfer	\$5,500.00
SureInvest, LLC	March 27, 2007	ACH Transfer	\$6,000.00
SureInvest, LLC	March 27, 2007	ACH Transfer	\$6,000.00
SureInvest, LLC	March 27, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	March 27, 2007	ACH Transfer	\$8,000.00
SureInvest, LLC	March 27, 2007	ACH Transfer	\$45,000.00
SureInvest, LLC	March 28, 2007	ACH Transfer	\$4,500.00
SureInvest, LLC	March 30, 2007	ACH Transfer	\$6,000.00
SureInvest, LLC	March 30, 2007	ACH Transfer	\$10.00
SureInvest, LLC	March 30, 2007	ACH Transfer	\$10.00
SureInvest, LLC	April 2, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	April 3, 2007	ACH Transfer	\$20,000.00
SureInvest, LLC	April 4, 2007	ACH Transfer	\$40,000.00
SureInvest, LLC	April 4, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	April 4, 2007	ACH Transfer	\$6,500.00
SureInvest, LLC	April 5, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	April 6, 2007	ACH Transfer	\$4,500.00
SureInvest, LLC	April 7, 2007	ACH Transfer	\$50,000.00
SureInvest, LLC	April 7, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	April 8, 2007	ACH Transfer	\$40,000.00
SureInvest, LLC	April 8, 2007	ACH Transfer	\$40,000.00
SureInvest, LLC	April 8, 2007	ACH Transfer	\$4,995.00
SureInvest, LLC	April 8, 2007	ACH Transfer	\$4,995.00
SureInvest, LLC	April 8, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	April 8, 2007	ACH Transfer	\$25,000.00
SureInvest, LLC	April 10, 2007	ACH Transfer	\$4,140.00
SureInvest, LLC	April 16, 2007	ACH Transfer	\$22,000.00
SureInvest, LLC	April 16, 2007	ACH Transfer	\$22,000.00
SureInvest, LLC	April 18, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	April 20, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	April 21, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	April 21, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	April 22, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	April 22, 2007	ACH Transfer	\$50,000.00
SureInvest, LLC	April 22, 2007	ACH Transfer	\$28,400.00
SureInvest, LLC	April 24, 2007	ACH Transfer	\$2,585.50
SureInvest, LLC	April 24, 2007	ACH Transfer	\$29,495.00

EXHIBIT
SureInvest, LLC

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
SureInvest, LLC	April 24, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	April 25, 2007	ACH Transfer	\$4,360.71
SureInvest, LLC	April 26, 2007	ACH Transfer	\$4,277.97
SureInvest, LLC	April 27, 2007	ACH Transfer	\$4,454.00
SureInvest, LLC	April 28, 2007	ACH Transfer	\$5,615.00
SureInvest, LLC	May 1, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	May 1, 2007	ACH Transfer	\$50,000.00
SureInvest, LLC	May 1, 2007	ACH Transfer	\$50,000.00
SureInvest, LLC	May 1, 2007	ACH Transfer	\$25,000.00
SureInvest, LLC	May 1, 2007	ACH Transfer	\$4,030.00
SureInvest, LLC	May 3, 2007	ACH Transfer	\$4,154.00
SureInvest, LLC	May 3, 2007	ACH Transfer	\$3,800.00
SureInvest, LLC	May 4, 2007	ACH Transfer	\$3,850.00
SureInvest, LLC	May 5, 2007	ACH Transfer	\$4,000.00
SureInvest, LLC	May 6, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	May 6, 2007	ACH Transfer	\$26,250.00
SureInvest, LLC	May 7, 2007	ACH Transfer	\$99,999.99
SureInvest, LLC	May 9, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	May 10, 2007	ACH Transfer	\$4,500.00
SureInvest, LLC	May 11, 2007	ACH Transfer	\$9,700.00
SureInvest, LLC	May 12, 2007	ACH Transfer	\$45,500.00
SureInvest, LLC	May 13, 2007	ACH Transfer	\$26,250.00
SureInvest, LLC	May 14, 2007	ACH Transfer	\$10,000.00
SureInvest, LLC	May 14, 2007	ACH Transfer	\$70,000.00
SureInvest, LLC	May 14, 2007	ACH Transfer	\$70,000.00
SureInvest, LLC	May 15, 2007	ACH Transfer	\$2,600.00
SureInvest, LLC	May 15, 2007	ACH Transfer	\$3,500.00
SureInvest, LLC	May 16, 2007	ACH Transfer	\$5,000.00
SureInvest, LLC	May 17, 2007	ACH Transfer	\$11,238.25
SureInvest, LLC	May 18, 2007	ACH Transfer	\$2,100.00
SureInvest, LLC	May 20, 2007	ACH Transfer	\$774.00
SureInvest, LLC	June 3, 2007	ACH Transfer	\$1,000.00
SureInvest, LLC	June 3, 2007	ACH Transfer	\$280.00
SureInvest, LLC	July 2, 2007	ACH Transfer	\$635.58
TOTAL :			\$1,671,923.12

EXHIBIT B
Kyle Herron

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
Kyle Herron	1/20/2007	ACH Transfer	\$571.00
Kyle Herron	1/22/2007	ACH Transfer	\$349.76
Kyle Herron	1/24/2007	ACH Transfer	\$2,088.57
Kyle Herron	2/6/2007	ACH Transfer	\$1,775.00
Kyle Herron	2/12/2007	ACH Transfer	\$1,845.00
Kyle Herron	2/14/2007	ACH Transfer	\$1,126.00
Kyle Herron	2/16/2007	ACH Transfer	\$1,250.00
Kyle Herron	3/13/2007	ACH Transfer	\$1,030.00
Kyle Herron	3/21/2007	ACH Transfer	\$1,090.00
Kyle Herron	3/27/2007	ACH Transfer	\$1,500.00
Kyle Herron	3/28/2007	ACH Transfer	\$970.00
Kyle Herron	3/29/2007	ACH Transfer	\$900.00
Kyle Herron	3/30/2007	ACH Transfer	\$880.00
Kyle Herron	4/2/2007	ACH Transfer	\$1,130.00
Kyle Herron	4/7/2007	ACH Transfer	\$1,380.00
Kyle Herron	4/7/2007	ACH Transfer	\$605.00
Kyle Herron	4/10/2007	ACH Transfer	\$825.00
Kyle Herron	4/22/2007	ACH Transfer	\$450.00
Kyle Herron	5/17/2007	ACH Transfer	\$4,292.14
Kyle Herron	5/18/2007	ACH Transfer	\$970.00
Kyle Herron	5/24/2007	ACH Transfer	\$690.00
Kyle Herron	5/24/2007	ACH Transfer	\$255.00
Kyle Herron	5/30/2007	ACH Transfer	\$535.00
Kyle Herron	6/3/2007	ACH Transfer	\$1,650.00
Kyle Herron	6/4/2007	ACH Transfer	\$926.00
Kyle Herron	6/5/2007	ACH Transfer	\$880.00
Kyle Herron	6/6/2007	ACH Transfer	\$911.00
Kyle Herron	6/7/2007	ACH Transfer	\$945.00
Kyle Herron	6/11/2007	ACH Transfer	\$1,670.00
Kyle Herron	6/16/2007	ACH Transfer	\$191.91
Kyle Herron	6/18/2007	ACH Transfer	\$101.50
Kyle Herron	7/11/2007	ACH Transfer	\$402.92
TOTAL :			\$34,185.80

EXHIBIT C
Mike Donaker

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
Mike Donaker	November 14, 2006	ACH Transfer	\$59.00
Mike Donaker	November 19, 2006	ACH Transfer	\$418.30
Mike Donaker	December 5, 2006	ACH Transfer	\$150.33
Mike Donaker	January 4, 2007	ACH Transfer	\$750.00
Mike Donaker	January 6, 2007	ACH Transfer	\$626.48
Mike Donaker	January 13, 2007	ACH Transfer	\$1,564.01
Mike Donaker	January 24, 2007	ACH Transfer	\$200.00
Mike Donaker	February 3, 2007	ACH Transfer	\$3,500.00
Mike Donaker	February 7, 2007	ACH Transfer	\$2,411.00
Mike Donaker	February 9, 2007	ACH Transfer	\$2,291.54
Mike Donaker	February 14, 2007	ACH Transfer	\$1,474.00
Mike Donaker	February 16, 2007	ACH Transfer	\$1,577.00
Mike Donaker	February 20, 2007	ACH Transfer	\$1,122.92
Mike Donaker	March 20, 2007	ACH Transfer	\$1,375.00
Mike Donaker	March 23, 2007	ACH Transfer	\$1,325.00
Mike Donaker	March 28, 2007	ACH Transfer	\$1,270.00
Mike Donaker	March 29, 2007	ACH Transfer	\$1,212.00
Mike Donaker	March 30, 2007	ACH Transfer	\$1,161.00
Mike Donaker	March 31, 2007	ACH Transfer	\$1,080.00
Mike Donaker	April 4, 2007	ACH Transfer	\$2,419.46
Mike Donaker	May 17, 2007	ACH Transfer	\$4,800.98
Mike Donaker	May 18, 2007	ACH Transfer	\$1,086.00
Mike Donaker	May 20, 2007	ACH Transfer	\$236.00
Mike Donaker	May 25, 2007	ACH Transfer	\$980.97
Mike Donaker	May 30, 2007	ACH Transfer	\$430.41
Mike Donaker	June 4, 2007	ACH Transfer	\$1,853.12
Mike Donaker	June 5, 2007	ACH Transfer	\$1,977.33
Mike Donaker	June 12, 2007	ACH Transfer	\$186.35
Mike Donaker	June 14, 2007	ACH Transfer	\$90.72
Mike Donaker	July 2, 2007	ACH Transfer	\$1,336.02
Mike Donaker	July 7, 2007	ACH Transfer	\$264.79
TOTAL :			\$39,229.73

EXHIBIT D
Tammy Dowell

Recipient	Date of Transfer	Method of Transfer	Amount of Transfer
Tammy Dowell	June 18, 2007	ACH Transfer	\$6,093.55
Tammy Dowell	July 10, 2007	ACH Transfer	\$1,132.20
TOTAL :			\$7,225.75