



**NOW COMES** Milo H. Segner, Jr., as Liquidating Trustee of the PR Liquidating Trust (the “*Liquidating Trustee*”) for and in behalf of same and for his Original Adversary Complaint Against Come Big or Stay Home, LLC and The Pfanenstiel Company, LLC would show the Court as follows:

## **I. JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction over this action pursuant to:
  - a. 28 U.S.C. §§ 157 and 1334(b) in that this action arises under and/or relates to a case under Title 11 of the United States Code (the “*Bankruptcy Code*”);
  - b. 28 U.S.C. § 1331 because it asserts claims arising under the laws of the United States;
  - c. 28 U.S.C. § 1367, which gives this Court supplemental jurisdiction over the state law claims asserted here.
2. This Court has personal jurisdiction over the Defendants named in this Adversary Complaint because they violated Section 548 of the Bankruptcy Code and, therefore, are subject to both personal jurisdiction in this Court and nationwide service of process under Fed. R. Bankr. P. 7004 and Fed. R. Civ. P. 4(k)(1)(D).
3. This action is a core proceeding. Therefore, this Bankruptcy Court may enter final orders and judgments under 28 U.S.C. § 157.
4. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and/or 1409 because the above-captioned bankruptcy case is pending in this district. Venue is also proper in this district pursuant to 28 U.S.C. § 1391(a) because substantial acts in furtherance of the alleged misconduct and/or its effects occurred in this District. Venue is also otherwise proper.

## **II. PARTIES**

5. Plaintiff Milo H. Segner, Jr. is the duly appointed and authorized Liquidating Trustee (the “*Liquidating Trustee*”) of the PR Liquidating Trust (the “*Trust*” or the “*PR*”

*Liquidating Trust*”), which was created under this Court’s Order dated June 15, 2010 and pursuant to the Fourth Amended Consolidated Plan of Liquidation for Debtors’ Estates Under Chapter 11 of the United States Bankruptcy Code (the “*Plan*”). The Trustee brings this action in as representative of the combined estates of the above-styled administratively consolidated Debtors (collectively the “*Estate*”) pursuant to 11 U.S.C. § 1123(b)(3)(B), as Trustee of the PR Liquidating Trust, for and in behalf of the Trust, and in any and all other legal, equitable or actual capacities necessary to lawfully and appropriately bring all actions alleged and/or which at one time or another resided with the Estate.

6. Come Big or Stay Home, L.L.C. (“*CBOSH*”) is an Oklahoma Limited Liability Company. CBOSH may be served with process pursuant to Federal Rule of Bankruptcy Procedure 7004 and Federal Rule of Civil Procedure 4 through its registered agent, John W. Garrett, 9701 N. Broadway Ext., Oklahoma City, OK 73114.

7. The Pfanenstiel Company, LLC (“*Pfanen*”) is an Oklahoma Limited Liability Company. Pfanen may be served with process pursuant to Federal Rule of Bankruptcy Procedure 7004 and Federal Rule of Civil Procedure 4 through its registered agent, Paul E. Kloberdanz Jr., 100 N. Broadway, Suite 3150, Oklahoma City, OK 73102.

### III. NON-PARTIES

8. Joseph Blimline (“*Blimline*”), a Dallas, Texas resident, was a manager, employee, and consultant to Provident Royalties. On August 31, 2010, Blimline pled guilty to criminal violations of 18 U.S.C. § 1341 in connection with his role in the Provident Royalties Ponzi scheme. *See* Blimline Criminal Plea Documents in *United States of America v. Joseph Blimline*, Case No. 4:10 CR-137, United States District Court for the Eastern District of Texas. Moreover, on March 7, 2006, Blimline entered into a Consent Order and Stipulation with the State of Michigan, Department of Labor & Economic Growth, Office of Financial and Insurance Services

(the “*Michigan DOL*”) in connection with another offering of unregistered securities by a Nevada corporation of which he was an officer and director, Longhorn Energy Corporation. Blimline agreed to pay a civil penalty in the amount of \$1,000. Several months later, Blimline was ordered by the Michigan DOL to cease and desist in connection with another offering of unregistered securities by another Nevada corporation of which he was an officer and director, Jordan River Resources. Blimline was ordered to pay a civil penalty in the amount of \$1,000.

9. Upon information and belief, Blimline and Defendants CBOSH and Pfanen are business associates.

10. Provident Royalties, LLC (“*Provident Royalties*”) is a Delaware limited liability company with its principal office in Dallas, Texas. Provident Royalties is a beneficial owner in each of the numerous affiliated entities (the Rule 506 Entities as defined below) that issued the Provident Securities sold to investors. Provident Royalties is a Debtor in the above-captioned bankruptcy case.

11. Provident Asset Management, LLC (“*PAM*”) is a Delaware limited liability company with its principal office in Dallas, Texas. PAM was formed in 2002. PAM purportedly focused on investments in the energy sector and purportedly specialized in direct participation programs and private placements. PAM served as the Managing Dealer for a series of offers and sales of approximately \$485 million of oil and gas investments to investors across the country (the “*Offerings*”) and organized a syndicate of broker-dealers to enter into placement agreements to offer and sell securities in the Offerings. PAM was previously known as AmTex Associates, LLC (“*AmTex*”) and certain of the Offerings were sold through AmTex. References to PAM include AmTex.

12. Provident Royalties and PAM raised funds from investors by creating a series of business entities that issued securities (hereafter, “**Provident Securities**”) under SEC Rule 506 of Regulation D (the “**Rule 506 Entities**”). The Provident Securities purportedly were exempt from the registration requirement of the Securities Act of 1933. All of the Rule 506 Entities maintained their headquarters in Provident Royalties’ offices in Dallas, Texas. The Rule 506 Entities include:

- a. Provident Resources 1, LP, a Dallas, Texas-based limited partnership that raised approximately \$9.1 million from 214 investors, beginning in March 2007.
- b. Provident Energy 1, LP, a Dallas, Texas-based limited partnership that raised approximately \$7.2 million from 131 investors, beginning in March 2007.
- c. Provident Energy 2, LP, a Dallas, Texas-based limited partnership that raised approximately \$25.9 million from 498 investors, beginning in November 2007.
- d. Provident Energy 3, LP, a Dallas, Texas-based limited partnership that raised approximately \$120,000 from 4 investors.
- e. Shale Royalties II, Inc. (“**Shale II**”), a Dallas, Texas-based corporation that raised approximately \$9.7 million from 177 investors, beginning in September 2006.
- f. Shale Royalties 3, LLC (“**Shale 3**”), a Dallas, Texas-based Delaware limited liability company that raised approximately \$20 million from 339 investors, beginning in January 2007.
- g. Shale Royalties 4, Inc. (“**Shale 4**”), a Dallas, Texas-based Delaware corporation that raised approximately \$27.4 million from 487 investors, beginning in March 2007.
- h. Shale Royalties 5, Inc. (“**Shale 5**”), a Dallas, Texas-based Delaware corporation that raised approximately \$29.94 million from 499 investors, beginning in May 2007.
- i. Shale Royalties 6, Inc. (“**Shale 6**”), a Dallas, Texas-based Delaware corporation that raised approximately \$27.4 million from 493 investors, beginning in November 2007.

- j. Shale Royalties 7, Inc. (“*Shale 7*”), a Dallas, Texas-based Delaware corporation that raised approximately \$31.3 million from 494 investors, beginning in December 2007.
- k. Shale Royalties 8, Inc. (“*Shale 8*”), a Dallas, Texas-based Delaware corporation that raised approximately \$31.8 million from 497 investors, beginning in December 2007.
- l. Shale Royalties 9, Inc. (“*Shale 9*”), a Dallas, Texas-based Delaware corporation that raised approximately \$33.2 million from 499 investors, beginning in February 2008.
- m. Shale Royalties 10, Inc. (“*Shale 10*”) a Dallas, Texas-based Delaware corporation that raised approximately \$29.1 million from 496 investors, beginning in February 2008.
- n. Shale Royalties 12, Inc. (“*Shale 12*”) a Dallas, Texas-based Delaware corporation that raised approximately \$34.9 million from 488 investors, beginning in April 2008.
- o. Shale Royalties 14, Inc. (“*Shale 14*”) a Dallas, Texas-based Delaware corporation that raised approximately \$31.1 million from 446 investors, beginning in July 2008.
- p. Shale Royalties 15, Inc. (“*Shale 15*”), a Dallas, Texas-based Delaware corporation that raised approximately \$27.5 million from 458 investors, beginning in July 2008.
- q. Shale Royalties 16, Inc. (“*Shale 16*”) a Dallas, Texas-based Delaware corporation that raised approximately \$31.2 million from 466 investors, beginning in July 2008.
- r. Shale Royalties 17, Inc. (“*Shale 17*”) a Dallas, Texas-based Delaware corporation that raised approximately \$30.5 million from 492 investors, beginning in August 2008.
- s. Shale Royalties 18, Inc. (“*Shale 18*”) a Dallas, Texas-based Delaware corporation that raised approximately \$24.4 million from 306 investors, beginning in October 2008.
- t. Shale Royalties 19, Inc. (“*Shale 19*”) a Dallas, Texas-based Delaware corporation that raised approximately \$12.2 million from 194 investors, beginning in October 2008.
- u. Shale Royalties 20, Inc. (“*Shale 20*”) a Dallas, Texas-based Delaware corporation that raised approximately \$6.8 million from 91 investors, beginning in October 2008.

13. Provident Operating Company LLC (“***POCO***”) is a Dallas, Texas-based limited liability company and is a Debtor in the above-captioned bankruptcy case.

14. Somerset Development, Inc. and Somerset Lease Holdings, Inc. (collectively “***Somerset***”) are Dallas, Texas-based corporations and are Debtors in the above-captioned bankruptcy case. Somerset, as an agent, held title to leases in which the Rule 506 Entities and Provident Royalties owned an interest. This arrangement was purportedly “intended to simplify the acquisition and transfer of leases by [each Rule 506 Entity] and its affiliates.”

15. Provident Royalties, PAM and the Rule 506 Entities are collectively referred to as the “***Provident Entities***.” The Provident Management Group and the Provident Entities are collectively referred to as the “Provident Group.” Provident Royalties, POCO, Somerset, and the Rule 506 Entities are all debtors in the jointly administered bankruptcy, Case No. 09-33886-HDH-11 and may be referred to as “***Debtors***” herein.

#### **IV. FACTUAL BACKGROUND**

##### **A. The Provident Royalties Ponzi Scheme and its Collapse.**

16. In total, the Debtors raised over \$485,000,000 through the Offerings. The Debtors’ business purported to be the acquisition of a combination of producing and non-producing mineral interests, working interests, and production payments in real property located in the United States.

17. However, the Debtors were not a legitimate business enterprise. Instead, they were operated as a Ponzi scheme, which was devised by Joseph Blimline and possibly others to defraud investors by making materially false and fraudulent representations and promises and were operated primarily for the benefit of Blimline and various insiders of Blimline, including the Defendants. As part of the Provident Ponzi Scheme, the Debtors solicited investments that

would purportedly be used purchase of oil and gas assets by using the PPMs to raise capital for each Debtor Rule 506 Entity.

18. The Debtors' PPMs contained materially false representations regarding the Debtors' "operations" and oil and gas investments. Among other false statements, the Debtors falsely represented in the PPMs that proceeds raised in one PPM would not be used to pay dividends for any other PPM. In reality, funds raised in earlier PPMs were used to pay investor dividends in other PPMs. As a result of the false material representations and omissions of material fact by the Debtors, approximately 7,700 investors provided in excess of \$485 million to the Debtors.<sup>1</sup>

19. The Provident Ponzi scheme ultimately faltered in late January, 2009, when new fundraising could no longer keep up with the mounting obligations to earlier investors. The Financial Industry Regulatory Authority (FINRA) and the Securities and Exchange Commission (SEC or the "*Commission*") commenced investigations, and enforcement actions soon followed.

20. The first enforcement proceeding was commenced by FINRA in the Spring of 2009 against PAM, which was the wholesale broker-dealer that managed the Provident offerings. At the same time, the SEC's investigation moved forward toward a civil enforcement action.

21. Provident Royalties and the Rule 506 Entities sought relief under chapter 11 of the Bankruptcy Code in the Northern District of Texas on or about June 22, 2009.

22. Two weeks after the bankruptcy filings, the SEC brought a civil enforcement action in the Northern District of Texas (*SEC v. Provident Royalties, et al.*, Case No. 3-09-cv-1238-L). The Commission sought and received an asset freeze against the principals of PAM and the CEO of Provident Royalties, LLC. The Commission also sought and received the

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<sup>1</sup> The fact that the Debtors were a Ponzi scheme can no longer be credibly disputed. On August 31, 2010, Joseph Blimline pled guilty to criminal violations of 18 U.S.C. § 1341 in connection with his role in the Provident Ponzi Scheme.



appointment of a Receiver for Provident Asset Management, Provident Royalties, and the affiliated entities that had been the issuers of the fraudulent securities.

23. At the time that the Receiver was appointed, there was also pending in the Bankruptcy Court a motion to appoint a Trustee in the chapter 11 cases. In an unusual move which indicated the seriousness of the matter, all major parties in the case agreed that the chapter 11 Trustee and the Receiver should be the same individual.

24. In December, 2009, the Commission presented an amended Complaint; obtained an asset freeze against a fourth principal of the Provident entities; and obtained an expansion of the receivership to include 31 additional entities related to that fourth principal. The Rule 506 Entities were part of this Receivership and Bankruptcy. As a result, the Receiver would ultimately piece together the facts with regard to the Provident Royalties Ponzi scheme, which was conducted through the Rule 506 Entities. Since it was a Ponzi scheme, the Debtors making the CBOSH/Pfanen Transfer to the Defendants were inherently insolvent *ab initio*.

**B. The Defendants' Relationship with the Provident Entities.**

25. CBOSH and Pfanen purportedly provided "brokerage" services for the oil and gas investments made by the Provident Entities. Specifically, CBOSH and Pfanen received a "finder's fee" in connection with a mineral interest package purchased by the Provident Debtors in 2008 (the "*Youngblood Package*"). The Youngblood Package was available on the open market, and it was common knowledge within the industry that the Youngblood Package was for sale.

26. The Provident Debtors (including Shales 8, 9, and 14) paid \$15,500,000 for the Youngblood Package. The Provident Debtors then gave CBOSH and Pfanen 25% of all non-producing properties/minerals and a 1/8 interest in all producing properties/minerals; CBOSH

and Pfanen also received \$112,800.88 and \$169,201.32, respectively, upon the closing of the sale of the Youngblood Package (collectively the “*CBOSH/Pfanen Transfer*”).

27. The CBOSH/Pfanen Transfer was, by industry standards, extraordinary. First, the Youngblood Package was widely advertised, and it was common knowledge within the industry that the Youngblood Package was on the market. Second, the value of the CBOSH/Pfanen Transfer (*i.e.* the value of the mineral interests plus the cash payments to the Defendants at closing) far exceeded the value of any “finder’s fee services” CBOSH and/or Pfanen provided to the Debtors. Third, it is virtually unheard of to give, as a “finders fee,” a 1/8 interest in all producing properties/minerals and 25% of all non-producing properties/minerals.

## **V. CAUSES OF ACTION**

### **COUNT 1: AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS MADE WITH THE ACTUAL INTENT TO HINDER, DELAY, OR DEFRAUD PURSUANT TO 11 U.S.C. §§ 544, 548 (a) (1) (A), AND 550**

28. The Trustee repeats and realleges the allegations set forth in all preceding paragraphs of this Complaint, as if fully set forth herein.

29. Within two years of the Petition Date, CBOSH and Pfanen received the CBOSH/Pfanen Transfer.

30. The CBOSH/Pfanen Transfer was a transfer of an interest of the Debtors in property. The Debtors paid \$15.5 million for the Youngblood Purchase, then “carved out” an interest in the purchased properties/mineral interests and transferred them to CBOSH and Pfanen, along with the cash payments to the Defendants at closing.

31. The CBOSH/Pfanen Transfer was made with the intent to hinder, delay or defraud any entity to which the Debtors were or became indebted, on or after the date that such transfer was made or such obligation was incurred. Numerous badges of fraud surround the CBOSH/Pfanen Transfer. First, the CBOSH/Pfanen Transfer was to insiders of the Debtors and

Blimline. As set forth above, CBOSH and Pfanen (and their owners, controllers and/or principals) and Blimline were business associates, and the Defendants knew (or at a minimum should have known) of Blimline's dubious history of private offerings. Second, since the Debtors were operated as a Ponzi scheme, they were insolvent at the time the CBOSH/Pfanen Transfer was made. Third, the Debtors paid far in excess of fair market value for the "services" they purportedly received in exchange for the CBOSH/Pfanen Transfer. In fact, purported services were worth very little since the Youngblood properties/mineral interests were widely advertised in the oil and gas industry. Fourth, upon information and belief, the CBOSH/Pfanen CBOSH/Pfanen Transfer were orchestrated by Blimline, who had a dubious history with private offerings and who was not disclosed as an officer or director of any of the Debtors. Mr. Blimline's primary focus was on operating the Debtors for his own benefit and for the benefit of his friends and business associates, including the Defendants. Blimline has since pleaded guilty to criminal violations of 18 U.S.C. § 1341 in connection with his role in the Provident Ponzi scheme.

32. The CBOSH/Pfanen Transfer constitutes an avoidable transfer made to initial and/or subsequent transferees of interests in the Debtors' property.

33. Pursuant to 11 U.S.C. §§ 544 (b) and 548 (a) (1) (A), the Trustee asks the Court to avoid the CBOSH/Pfanen Transfer as a voidable fraudulent transfer. The CBOSH/Pfanen Transfer was made with actual intent to hinder, delay or defraud creditors of the Debtors.

34. The CBOSH/Pfanen Transfer was made to the Defendants, which did not take the transfer for value or in good faith. The "badges of fraud" surrounding the CBOSH/Pfanen Transfer, among other things, vitiates any claim of good faith on their part.

**COUNT 2: AVOIDANCE AND RECOVERY OF CONSTRUCTIVELY  
FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §§ 544, 548 (a) (1) (B), AND 550**

35. The Trustee repeats and realleges the allegations set forth in all preceding paragraphs of this Complaint, as if fully set forth herein.

36. Within two years of the Petition Date, CBOSH and Pfanen received the CBOSH/Pfanen Transfer in exchange for “finders’ fee services” they purportedly provided to the Debtors.

37. The CBOSH/Pfanen Transfer was a transfer of an interest of the Debtors in property. The Debtors paid \$15.5 million for the Youngblood Purchase, then “carved out” an interest in the purchased properties/mineral interests and transferred them to CBOSH and Pfanen, along with the cash payments to the Defendants at closing.

38. Although the CBOSH/Pfanen Transfer was made under the guise payments for “finders’ fee services,” the “services” themselves were worth far less than the value of the property transferred by the Debtors. Accordingly, the Debtors received less than a reasonably equivalent value in exchange for the CBOSH/Pfanen Transfer.

39. The CBOSH/Pfanen Transfer was made when the Debtors were in dire financial straits. On the date on which the CBOSH/Pfanen Transfer was made, the Debtors:

- a. Were insolvent, or became insolvent as a result of such transfer; or
- b. Were engaged or about to engage in business or a transaction for which any property remaining constituted an unreasonably small capital; or
- c. Intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

40. In fact, since the Debtors were operated as a Ponzi scheme, they were inherently insolvent *ab initio*.

41. The CBOSH/Pfanen Transfer was made to the Defendants, which did not take the transfer for value or in good faith. The “badges of fraud” surrounding the CBOSH/Pfanen Transfer, among other things, vitiates any claim of good faith on their part.

**COUNT 3: TRANSFERS TO HINDER, DELAY, OR DEFRAUD**  
**TEX. BUS. & COM. CODE §24.005(a)(1) & (b)**

42. The Trustee repeats and realleges the allegations set forth in all preceding paragraphs of this Complaint, as if fully set forth herein.

43. Within four years of the Petition Date, CBOSH and Pfanen received the CBOSH/Pfanen Transfer from the Debtors.

44. The CBOSH/Pfanen Transfer was a transfer of an interest of the Debtors in property. The Debtors paid \$15.5 million for the Youngblood Purchase, then “carved out” an interest in the purchased properties/mineral interests and transferred them to CBOSH and Pfanen.

45. As set forth above, the CBOSH/Pfanen Transfer was made with the intent to hinder, delay or defraud any entity to which the debtor was or became indebted, on or after the date that such transfer was made or such obligation was incurred.

46. The CBOSH/Pfanen Transfer constitutes an avoidable transfer made to initial and/or subsequent transferees of interests in the Debtors’ property.

47. Pursuant to TEX. BUS. & COM. CODE § 24.005(a)(1) & (b), the Trustee asks the Court to avoid the CBOSH/Pfanen Transfer as voidable fraudulent transfer under applicable state law.

48. Pursuant to TEX. BUS. & COM. CODE § 24.009 (b), the Trustee may recover the value of the transferred property from CBOSH and Pfanen, whether they are construed as an

initial, immediate or mediate transferee. The Trustee prays for recovery of the CBOSH/Pfanen Transfer or damages in an amount equivalent to its value.

49. The CBOSH/Pfanen Transfer was made to the Defendants, which did not take the transfer for value or in good faith. The “badges of fraud” surrounding the CBOSH/Pfanen Transfer, among other things, vitiates any claim of good faith on their part.

50. The CBOSH/Pfanen Transfer are fraudulent under section 24.005(a)(1) of the Texas Business and Commerce Code and (b) are voidable under section 24.008(a)(1) of the Texas Business and Commerce Code.

**COUNT 4: TRANSFERS NOT FOR REASONABLY EQUIVALENT VALUE: TEX. BUS. & COM. CODE §24.005 (a)(2)(A)&(B)**

51. The Trustee repeats and realleges the allegations set forth in all preceding paragraphs of this Complaint, as if fully set forth herein.

52. Within four years of the Petition Date, CBOSH and Pfanen received the CBOSH/Pfanen Transfer from the Debtors.

53. The CBOSH/Pfanen Transfer was a transfer of an interest of the Debtors in property. The Debtors paid \$15.5 million for the Youngblood Purchase, then “carved out” an interest in the purchased properties/mineral interests and transferred them to CBOSH and Pfanen, along with the cash payments at closing.

54. The CBOSH/Pfanen Transfer was made without receiving a reasonably equivalent value in exchange for the transfer, and the Debtors:

- a. were engaged or were about to engage in a business or transaction for which the remaining assets of the Debtors were unreasonably small in relation to the business or transaction; or
- b. intended to incur, or believed or reasonably should have believed that the debtors would incur, debts beyond the Debtors’ ability to pay as they became due.

55. In fact, since the Debtors were operated as a Ponzi scheme, they were inherently insolvent *ab initio*.

56. The CBOSH/Pfanen Transfer made to CBOSH and Pfanen constitutes an avoidable transfer made to initial and/or subsequent transferees of interests in the Debtors' property.

57. Pursuant to TEX. BUS. & COM. CODE § 24.005(a)(2) & (b), the Trustee asks the Court to avoid the CBOSH/Pfanen Transfer as a voidable fraudulent transfer under applicable state law.

58. Pursuant to TEX. BUS. & COM. CODE § 24.009 (b), the Trustee may recover the value of the transferred property from CBOSH and Pfanen, whether they are construed as an initial, immediate or mediate transferee. The Trustee prays for recovery of the CBOSH/Pfanen Transfer or damages in an amount equivalent to its value.

59. The CBOSH/Pfanen Transfer was made to the Defendants, which did not take the transfer for value or in good faith. The "badges of fraud" surrounding the CBOSH/Pfanen Transfer, among other things, vitiates any claim of good faith on their part.

60. The CBOSH/Pfanen Transfer are fraudulent under section 24.005(a)(1) of the Texas Business and Commerce Code and (b) are voidable under section 24.008(a)(1) of the Texas Business and Commerce Code.

### **PRAYER FOR RELIEF**

WHEREFORE, Milo H. Segner, Jr., Trustee of the Provident Royalties Liquidating Trust, respectfully requests that, upon trial of this matter, the Court enter a judgment against the Defendants:

- a. avoiding each CBOSH/Pfanen Transfer for which the Trustee has sought avoidance and ordering the return to the Trust of the subject money and/or property;
- b. requiring the Defendants to forfeit all payments and transfers received from the Debtors or awarding damages in the minimum amount of the payments or transfers plus the maximum allowable interest thereon;
- c. awarding pre-judgment and post-judgment interest on the foregoing amounts at the maximum rate permitted by contract, law or equity;
- d. awarding the Trustee his costs of suit, including reasonable attorneys' fees; and/or;
- e. awarding the Trustee such other and further relief as is appropriate in the circumstances.

Respectfully submitted,

/s/ Jerry C. Alexander

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