

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov**

In re:

1 GC COLLECTIONS, et al.,¹

Chapter 11

Debtors.

Case No. 18-19121-RAM
(Jointly Administered)

_____/
JAMES S. CASSEL, as LIQUIDATING
TRUSTEE OF 1GC COLLECTIONS
CREDITORS' LIQUIDATING TRUST
AS SUCCESSOR IN INTEREST TO 1 GLOBAL
CAPITAL, LLC AND 1 WEST CAPITAL,
LLC,

Adv. Case No.:

Plaintiffs,

v.

CARL RUDERMAN,
SVETLANA RUDERMAN,
BLAKE RUDERMAN,
GREEN TREE FUNDING, LLC and
BIOGENICS DIRECT, LLC,

Defendants.

**COMPLAINT TO AVOID AND RECOVER FRAUDULENT TRANSFERS, FOR
DAMAGES AND FOR OTHER RELIEF**

¹ The Debtors in the Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor's federal tax identification number, if applicable, are: 1 GC Collections, c/o Development Specialists, Inc., 500 West Cypress Creek Road, Suite 400, Fort Lauderdale Florida 33309 (9517); and 1 West Collections, Development Specialists, Inc. 500 West Cypress Creek Road, Suite 400, Fort Lauderdale Florida 33309(1711).

Plaintiff, James S. Cassel, solely in his capacity as Liquidating Trustee (the “**Trustee**” or “**Plaintiff**”) of the 1 GC Collection Creditors Liquidating Trust (the “**Trust**”) as successor in interest to 1 GC Collections, LLC, f/k/a 1 Global Capital, LLC and 1 West Collections, LLC f/k/a 1 West Capital, LLC (the “**Debtors**”), to the extent and as provided for in the Plan (as defined below), through his undersigned counsel, and pursuant to Rule 7001, Federal Rules of Bankruptcy Procedure, sues the Defendants, CARL RUDERMAN, SVETLANA RUDERMAN, BLAKE RUDERMAN, GREEN TREE FUNDING, LLC, and BIOGENICS DIRECT, LLC (collectively, the “**Defendants**”)² and as grounds therefore states as follows:

General Background

1. On July 27, 2018 (the “**Petition Date**”), the Debtors commenced these Chapter 11 cases (collectively, the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida.

2. On July 22, 2019, the Debtors filed their *First Amended Joint Plan of Liquidation of 1 Global Capital LLC and 1 West Capital LLC Under Chapter 11 of the Bankruptcy Code Proposed by the Debtors and the Official Committee of Unsecured Creditors* [ECF No. 806] (the “**Plan**”).

3. On September 20, 2019, this Court entered an *Order Confirming First Amended Joint Plan of Liquidation of 1 Global Capital LLC and 1 West Capital LLC Under Chapter 11 of the Bankruptcy Code Proposed by the Debtors and the Official Committee of Unsecured Creditors*

² Pursuant to Fed. R. Civ. P. 20, as incorporated by Fed. R. Bankr. P. 7020, the Defendants are joined in this action because they are liable jointly, severally, or with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences, and questions of law and fact common to the Defendants will arise in the action.

[ECF No. 1197] (the “**Confirmation Order**”).

4. Pursuant to the Plan and the Confirmation Order, the Effective Date under the Plan occurred on November 21, 2019, the Trust was created and James S. Cassel, the Plaintiff herein, was appointed as Liquidating Trustee.

5. Moreover, pursuant to the Plan and the Confirmation Order, the Debtors transferred all of their Causes of Action (as defined in the Plan), including the claims and causes of action asserted herein, to the Trust.

6. Shortly after the Petition Date, the United States Securities and Exchange Commission (the “**SEC**”) filed a complaint in the United States District Court for the Southern District of Florida seeking injunctive and other relief against CARL RUDERMAN and 1 GLOBAL CAPITAL, LLC (“**1GC**”), as well as several Relief Defendants, as set forth in more detail below. *See SEC v. 1 Global Capital, LLC et al.*, Case No. 0:18-cv-61991-BB) (the “**SEC Action**”).

7. 1GC was a limited liability company organized and operating under the laws of Florida, with its principal place of business at all times material herein located at 1250 E. Hallandale Beach Boulevard, Suite 605, Hallandale Beach, Broward County, Florida 33009. 1GC was incorporated in Florida on June 5, 2013.³

A. The Defendants

8. Defendant CARL RUDERMAN (“**C. RUDERMAN**”) is a resident of Aventura, Miami-Dade County in the Southern District of Florida and is otherwise *sui juris*. At all times material hereto and until the Petition Date, C. RUDERMAN was the Debtors’ Chairman and CEO.

³ Debtors’ current address is noted in footnote 1.

Previously, on July 29, 2014, C. RUDERMAN transferred his interest in the Debtors and other related entities to the Ruderman Family Trust. See SEC Action, ECF No. 7 at Exhibit 8. C. RUDERMAN was intimately involved in all aspects of the Debtors' operations, and personally oversaw such operations. The Debtors did not have a board of directors or other executives who appear to have exercised decision-making authority other than as directed by C. RUDERMAN. At all times material hereto, C. RUDERMAN had a direct and indirect ownership interest in and/or *de facto* control over the Debtors, many of the Relief Defendants and other related entities as described below. C. RUDERMAN is an "insider" of the Debtors as that term is defined in 11 U.S.C. §101(a)(31).

9. Defendant SVETLANA RUDERMAN ("**S. RUDERMAN**") is a resident of Aventura, Miami-Dade County in the Southern District of Florida and is otherwise *sui juris*. At all times material hereto, S. RUDERMAN was married to C. RUDERMAN. At all times material hereto, S. RUDERMAN was a beneficiary of the Ruderman Family Trust. This Court previously found and concluded that Snow Flakes, Ltd., an entity owned and controlled by S. RUDERMAN, was an insider of the Debtors and by Order dated February 7, 2020, sustained the Official Committee of Unsecured Creditors' objection to the claims filed by Snow Flakes, Ltd. [ECF No. 2218]. S. RUDERMAN is an "insider" of the Debtors as that term is defined in 11 U.S.C. §101(a)(31).

10. Defendant BLAKE RUDERMAN ("**B. RUDERMAN**") is a resident of the State of Florida and is otherwise *sui juris*. B. RUDERMAN is the son of C. RUDERMAN and upon information and belief is 37 years of age. B. RUDERMAN received payments from the Debtors as described below, including but not limited to payment for his luxury automobile. B. RUDERMAN was registered agent and sole officer and director of Relief Defendant BRR Block,

Inc. B. RUDERMAN, son of C. RUDERMAN, is an “insider” of the Debtors as that term is defined in 11 U.S.C. §101(a)(31).

11. Defendant GREEN TREE FUNDING, LLC (“**GREEN TREE FUNDING**”) is a now inactive entity formed in State of Florida on August 27, 2015 with a principal and mailing address at 1250 E. Hallandale Beach Boulevard, Suite 409, Hallandale Beach, Florida 33009. Ms. Darice Lang, formerly the Operations Director of 1st Global Capital Financial Services, another of C. RUDERMAN’S affiliated entities, was the Registered Agent and manager of GREEN TREE FUNDING at all times relevant herein. Ms. Lang served C. RUDERMAN in what could be described as a high-ranking personal assistant and, as such, managed and resolved personal and Debtor related issues for C. RUDERMAN at his direction. Ms. Lang also served as a *de facto* operational manager for Relief Defendant Pay Now Direct, LLC, through which C. RUDERMAN directed payment of his personal and his families’ expenses and payments from 1GC’s funds. GREEN TREE FUNDING, whose owner C. RUDERMAN is an owner and control person of Debtors, is an “insider” of the Debtors as that term is defined in 11 U.S.C. §101(a)(31).

12. Defendant BIOGENICS DIRECT, LLC (“**BIOGENICS**”) is a now inactive entity formed in the State of Florida on July 24, 2012 with a principal and mailing address of 1250 East Hallandale Beach Boulevard, Suite 409, Hallandale Beach, Florida 33009. RUDERMAN was BIOGENICS’ Registered Agent, and on February 8, 2018, his wife, S. RUDERMAN, was added as a managing member of the entity. BIOGENICS was transferred to Relief Defendant Ruderman Family Trust, an entity controlled by C. RUDERMAN, on June 2, 2014. *See*, SEC Action, ECF No. 7 at Exhibit 8. BIOGENICS, which is controlled by and owned indirectly by, C. RUDERMAN, is an “insider” of the Debtors as that term is defined in 11, U.S.C. §101(a)(31).

B. Jurisdiction, Venue, and Conditions Precedent

13. This Court has personal jurisdiction over each of the Defendants named herein because, among other things as discussed herein: (a) each Defendant conducted business in Florida at the time of the events giving rise to Trustee's claims in this action; (b) Defendants C. RUDERMAN, S. RUDERMAN, and B. RUDERMAN each resided in the State of Florida and maintained financial relationships in the state of Florida at all relevant times herein; (c) Defendants GREEN TREE FUNDING and BIOGENICS are each limited liability corporations formed in the State of Florida and under its laws and maintained their respective businesses in Florida at all times relevant herein; and (d) each Defendant, through continuous and systemic contacts with Florida and the United States, have purposefully availed themselves of the rights, benefits and protections of the laws of the United States and of the State of Florida and should reasonably anticipate being hauled into court in Florida.

14. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157(a) and 1334.

15. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A), (H), and (O).

16. Venue is proper in this district pursuant to 28 U.S.C. § 1409.

17. All conditions precedent to the filing of this action have been performed, waived, satisfied, or have otherwise occurred.

FACTUAL OVERVIEW

A. Securities and Exchange Commission/Receivership Action

18. The SEC filed its complaint against C. RUDERMAN, 1GC, 1 West Capital LLC, Bright Smile Financing, LLC, BRR Block, Inc., DIGI South, LLC, Ganador Enterprises, LLC, Media Pay, LLC, Pay Now Direct, LLC, and the Ruderman Family Trust seeking injunctive and other relief on August 23, 2018 . See SEC Action, ECF No. 1. The District Court, among other

actions, immediately appointed a Receiver over the following Relief Defendants named in the SEC Action: BRR Block, Inc., Bright Smile Financing, LLC, Digi South, LLC, Ganador Enterprises, LLC, Media Pay, LLC, and Pay Now Direct, LLC. *See* SEC Action, ECF No. 12. The District Court thereafter expanded the Receivership to include the Bright Smile Trust and the Ruderman Family Trust. *See* SEC Action, ECF No. 115.

19. The SEC filed its amended complaint on September 26, 2018. *See* SEC Action, ECF No. 79. The amended complaint alleged that C. RUDERMAN and 1GC had violated federal securities laws through the operation of 1GC under C. RUDERMAN's control, whether in his role as an owner, manager, director or *de facto* control person. Debtors 1GC and 1 West Capital, LLC did not oppose the entry of a judgment against them in the SEC Action, without admission or denial of the allegations in the amended complaint (except as related to jurisdiction). *See* SEC Action, ECF 117. Defendant C. RUDERMAN consented to the entry of a judgment against him in the SEC Action, without admission or denial of the allegations in the amended complaint (except as to jurisdiction). *See* SEC Action, ECF No. 225. Among other requirements, the judgment against C. RUDERMAN enjoined him from violating federal securities regulations and ordered disgorgement and monetary penalty provisions totaling \$49,104,439.00. *See* SEC Action, ECF 225 at 5. Relief Defendants Bright Smile Financing, LLC, BRR Block, Inc., DIGI South, LLC, Ganador Enterprises, LLC, Media Pay, LLC and Pay Now Direct, LLC similarly consented to the entry of judgments against them, without admission or denial of the allegations in the amended complaint (except as related to jurisdiction). *See* SEC Action, ECF No. 102. The District Court entered a default judgment against Relief Defendant Ruderman Family Trust for failure to answer or otherwise appear. *See* SEC Action, Doc 80.

B. The Business of 1GC and 1 West Capital

20. 1GC was an entity that operated in the financial services industry, primarily by providing direct merchant cash advances (“MCAs”) to businesses across the United States. Through independent sales organizations, underwriters and other funding agents, 1GC offered a variety of fast and flexible financing options, specializing in MCAs and other unsecured, short-term commercial financing. 1GC served businesses in a variety of industries, including automotive, construction, e-commerce, events, franchise, hospitality, healthcare, manufacturing, retail, restaurant/bar, spa/salon, and transportation. According to its website, 1GC specialized “in unsecured business funding and merchant cash advance solutions.” See SEC Action, Doc 7 at Exhibit 1.

21. 1GC found the merchants to whom it made cash advances through a series of vendors who would solicit merchants and, in return were paid finder’s fees. Through April 2018, approximately \$15,000,000 in finder’s fees was paid out by 1GC. See SEC Action, ECF No. 7 at 7.

22. From June 2017 through the Petition Date, Richard Samuels served in high level accounting functions for 1GC either as a direct employee or as a consultant. Samuels declared under oath that 1GC obtained funding for its MCA business through individuals it called “Lenders.” 1GC and Lenders entered into a Memorandum of Indebtedness (MOI) describing the terms of the investment/loan. See SEC Action, ECF No. 8-2 at 2 (the “**Samuels Declaration**”).

23. 1GC’s business was funded almost exclusively from money from the Lenders or, as they are referred to in the SEC Action, “Investors” (herein referred to as “**Lenders**”). The overwhelming majority of these Lenders entered into a Memorandum of Indebtedness or Syndication Partner Agreement (MOI) with 1GC.

24. The terms of the MOI generically provided that the Lender would provide funds to 1GC, identified as the Borrower, to further certain covered activities of 1GC. The only such activity set forth in the MOI were the MCA transactions to businesses. *See e.g.* SEC Action, ECF No. 801 (“Covered Activities shall include, but shall not be limited to, providing innovative funding known as a Merchant Cash Advance Transaction (“MCAT”) in order to provide alternative financing for a market that is inadequately serviced by traditional banking and banking institutions.”). *Id.* at 2, paragraph 7. The MOI tied payments made with Lender funds to MCAs. *Id.* at 3, paragraph 8 (“Borrower shall enter into MCAT’s [sic] in certain amounts and with certain merchants, which shall be done in Borrower’s sole discretion.”). *Id.* at 3, paragraph 8.1 (“Upon Borrower’s use of the Indebtedness for each individual MCAT, Borrower shall assign Lender a percentage of such MCAT, entitling Lender to that percentage of the regularly collected amounts received by Borrower of each individual MCAT [“Lender’s Allocation”]). *Id.* at 3, paragraph 8.2. Payments to the Lenders during the terms of the MOI (typically nine months which could be rolled over) were at a fixed three percent (3%) interest rate per year with additional payments possible based on described activity by 1GC, less the fixed interest rate. *Id.* at 3, paragraph 8.

25. Thus, while the language of the MOI purported to reserve unfettered discretion to 1GC on the placement of the Lender’s funds in the MCA business, there was no provision for use of Lender funds for anything other than MCAs and, in no event, did the MOIs contain authorization to use Lender funds to support personal expenses of C. RUDERMAN or his family or other entities under his control.

26. To the contrary, the MOI was specific as to the two ways in which 1GC was permitted to charge the Lender fees. The first was through a thirteen percent (13%) management

fee, specifically set forth in the earliest version of the MOIs. See SEC Action, Doc 196-11 at 20.⁴ The second method of Lender money flowing to 1GC in the MOI was in the context of recoupment of the finder's fees used to located merchants to enter into the MCAs.

27. From June 1, 2013 through the Petition Date, 1GC took in a total of \$333,373,696 in funds. A conservative tally of Lender money contributing to that total is \$287 million. Of the \$287 million, 1GC returned \$47,774,164 to the Lenders. MCAs and other transactions funded by 1GC totaled \$461,813,662 (exclusive of Lender funds transferred to C. RUDERMAN, his family and affiliated or owned business entities).

28. Based on funding levels and applying the thirteen percent (13%) management fee provided for in the MOI (even in relation to non MCA outsider transactions), the SEC's expert calculated that, at most 1GC was entitled to charge Lenders approximately \$44 million in management fees. In reality, 1GC incurred approximately \$83 million in operating fees, approximately \$43 million in other fees and expenses and in excess of \$33 million transferred to the Defendants and other family members or related entities owned and/or controlled by C. RUDERMAN. In short, there was not enough money to pay the Lenders what they were owed.

29. The MOI's were never registered under Federal securities laws. On February 8, 2019, the District Court found in the SEC Action that the MOI's were in fact securities that were required to be registered under Federal securities laws. See ECF No. 155 in the SEC Action.

C. C. RUDERMAN's Control Over 1GC and Misuse of 1GC Funds

30. In addition to Samuels, other former high-ranking 1GC employees and insiders confirmed C. RUDERMAN's ultimate control of the Debtors, his knowledge of and transfer of

⁴ Later versions of the MOIs removed the specific percentage reference to the amount of fees 1GC could collect. See SEC Action, ECF No. 8-1.

estate funds outside the MOIs, including to C. RUDERMAN personally as well as his family and other owned or controlled related entities. Alan Heide (“**Heide**”) was the former CFO and Executive Vice President of Syndicate Partner (Lender) Relations. Steven Schwartz worked with 1GC from 2014 forward in various capacities nominally as a director, consultant and was described in marketing materials as the Chief Operating Officer (COO) of 1GC. Samuels, Heide and Schwartz, as well as Lang, all provided information corroborating C. RUDERMAN’s control of and knowledge of the facts highlighted below.

31. Schwartz, C. RUDERMAN’s brother in law, acknowledged C. RUDERMAN’s control over 1GC and his use of corporate funds to his, and his family’s personal benefit. Schwartz also acknowledged actions were taken to conceal such misappropriations from the Lenders, thus hindering and delaying the Lenders’ ability to collect on obligations owed to them by 1GC pursuant to the MOIs. *See U.S. v. Schwartz*, 20-cr-60003-RKA ECF No. 12, at 10-13. (hereinafter “**Schwartz SOF**”). Heide made similar acknowledgements. *See United States v. Heide*, 19-cr-60231-RKA ECF No. 11 at 10-12 (hereinafter “**Heide SOF**”).

- a. C. RUDERMAN was the ultimate decision maker in all “financial matters, marketing, payments and interactions with persons and entities who provided funding” to 1GC. Schwartz SOF at 11; Heide SOF at 10.
- b. C. RUDERMAN directed 1GC personnel and others working in its orbit to present “inaccurate, incomplete, and misleading information to provide comfort to investors and investment advisors, as to the legality of the business operations of 1GC....” thereby concealing the misappropriations from the Lenders and hampering and delaying their ability to legitimately collect from 1GC the monies owed to respective Lenders under the MOIs. Heide SOF at 10.

- c. C. RUDERMAN directed Heide to continue to make transfers to him and his family from 1GC funds even after being confronted with the fact that the business model of 1GC was not profitable and had a cash “shortfall.” Heide SOF at 11.

32. In an electronic mail message on December 24, 2016, C. RUDERMAN stated in an email to third parties that “I’m personally on top of all operations from 8 am thru 6:30 p.m. every day.”

D. 1GC’s MCA Business Model was Not Profitable

33. C. RUDERMAN’s emails in July through September 2017 evidence his concern about getting new “deals”, believed to be a reference to new MCAs. At least as of September 11, 2017, C. RUDERMAN deemed the situation to be a “crisis.” See SEC Action, ECF No. 64-10 at 7.

a. Heide confirmed that 1GC was not profitable. Heide acknowledged that C. RUDERMAN directed that 1GC use what was reflected in 1GC’s records as “cash not deployed” to “fund (a) ongoing operating expenses (including large commission payments) in the face of ongoing losses; (b) the personal lifestyle expenses of [C. RUDERMAN]⁵ and his family members’ [and] (c) the other unaffiliated businesses for which [C. RUDERMAN] and his family members would have an ownership interest, but the investors [Lenders] would have no interest....” Heide SOF at 11. Heide went on to acknowledge that 1GC was often unable to timely pay its obligations to Lenders because of the shortage of cash on hand in 1GC’s accounts. *Id.*

b. Schwartz similarly acknowledged that 1GC’s MCA business model was not profitable. “Among other things, Defendant [Schwartz] recognized that 1 Global did not enter into

⁵ C. RUDERMAN is referred to in both the Schwartz and Heide SOFs as “Individual #1”.

enough MCA agreements to produce the favorable returns on investments (i.e., the profit) that investors [Lenders] were told they were receiving on their 1 Global investment.” Schwartz SOF at 11. Schwartz also acknowledged that C. RUDERMAN knew that MCA borrowers were defaulting on their repayments or not paying at the agreed interest rates, further dooming the MCA business model to failure and an inability to generate returns for the Lenders from the MCA products, as opposed to new Lender funds. *Id.* In short, 1GC was often unable to pay its obligations to the Lenders as they became due owing in large measure to the actions and directions of C. RUDERMAN.

34. At all relevant times hereunder, including when the transfers were made by the Debtors as detailed below, the Debtors were insolvent.

E. C. Ruderman’s Actions to Hinder and Delay Creditors

35. In addition to using 1GC funds to pay for operational expenses, personal expenses and transfers to or for the benefit of himself, his family, and his related and controlled entities, C. RUDERMAN directed and had knowledge of active steps used to conceal the true nature of 1GC’s financial health from Lenders as well as how their monies were being used.

a. Schwartz acknowledged that “[w]hile employed by 1 Global, Defendant [Schwartz] also knew that 1 Global investors received misleading information about how investor monies were being used, and that investors were not being told that their funds were being used for purposes other than MCA agreements. As time went on, at the direction of [C. RUDERMAN], 1 Global used the funds that were received from new investors [Lenders], to fund (a) ongoing operating expenses, as 1 Global experienced ongoing losses, including for large commission payments to 1 Global employees or contractors who raised investor money; (b) personal expenses of [C. RUDERMAN] and his family members; [and] (c) other businesses unaffiliated with 1

Global for which [C. RUDERMAN] and his family members would receive an ownership interest, but the 1 Global investors would receive no interest;...” Schwartz SOF at 11.

b. Heide acknowledged his participation in a specific series of misrepresentations, at the direction of C. RUDERMAN, to conceal the true nature of 1GC’s financial health by misrepresenting to Lenders in their regular statements, that the reported numbers had been verified by an independent auditing firm that was 1GC’s independent auditor. That representation was false. Heide SOF at 11-12. Testimony from the SEC’s investigation confirm that the accounting firm 1GC represented was its independent auditor was Daszkal Bolton. See SEC Action, ECF No. 8-4 at 69-70. (Testimony of Michael Pellegrino, taken August 2, 2018.) (“One of the things like on the statement here provided, if you look at, again, Exhibit 40, that first page, I believe it’s the last sentence in that first paragraph. It says, our independent audit firm, Daszkal Bolton, has endorsed and agrees with these rates of return formula or what have you.”). Heide confirmed that 1GC, in fact, had never run an independent audit and that in any event by 2017 no such audit could have been done without revealing the cash shortfalls at 1GC and the likelihood that 1GC would be unable to “continue to operate as a ‘going concern’”. Heide SOF at 12. See also Samuels Declaration at 2, paragraph 11. (“However, [C.] Ruderman knew this [bad debt] allowance or reserve was too low as he directed me to increase it...[C.] Ruderman later reversed himself and directed me and others to not increase the allowance or reserve as much as he had initially directed after he observed that increasing the allowance or reserve would lower investor returns.”).

F. Transfers for No Consideration

36. The Samuels Declaration, and the attached exhibits as well as other emails and the SEC’s expert report in the SEC action, provide an overview and examples of the misappropriation

of 1GC funds by C. RUDERMAN for his personal use or benefit as well as that of this family, including but not limited to the other named Defendants herein (the “**Personal Transfers**”). See SEC Action, ECF No. 8-2.

37. Samuels averred under oath that he raised concerns with C. RUDERMAN that the Personal Transfers were “improper, and each time he told me that it was his company and he could do what he wanted with the money.” Samuels Declaration at 2, paragraph 13. In addition to transfers to Relief Defendants, Samuels cataloged examples of improper transfers to C. RUDERMAN, S. RUDERMAN, and B. RUDERMAN. *Id.* at 3. “[C.] Ruderman also directed many transfers of 1 Global investor money to himself, his family members, and family-owned entities. In addition to [C.] Ruderman’s annual salary of approximately \$240,000, [C.] Ruderman direct 1 Global to pay the Ruderman Family Trust (or Pay Now Direct, LLC) approximately \$81,283 a month (close to \$1 million per year). Pay Now Direct was an entity that paid [C.] Ruderman’s personal expenses.” *Id.*

38. Among the justifications for these payments was a payment of \$6,736 per month for C. RUDERMAN’s interest in Defendant BIOGENICS. *Id.* Having no relation to the business of 1GC however, Samuels noted no legitimate reason to use Lender funds to pay for C. RUDERMAN’S interest in BIOGENICS, or the other unrelated Relief Defendant entities. From November 14, 2013 through September 22, 2015, Defendant BIOGENICS received a total of \$1,945,400 solely from 1GC bank accounts. See Exhibit A. BIOGENICS provided no reasonably equivalent value to the Debtors. Of that number, \$415,000 was transferred within four (4) years of the Petition Date (the “**Four Year BIOGENICS Transfers**” or the “**Total BIOGENICS TRANSFERS**”). A review of Debtors’ records similarly reveals a total of \$364,313.82 in direct transfers from 1GC accounts to Defendant GREEN TREE FUNDING from September 8, 2016

through August 9, 2017, all of which was transferred within two (2) years of the Petition Date. (the **“Two Year GREEN TREE FUNDING Transfers”** or the **“Total GREEN TREE FUNDING TRANSFERS”**). See Exhibit B. GREEN TREE FUNDING was owned by C. RUDERMAN and had no relation to the business of 1GC. C. RUDERMAN’s assistant, Darice Lang, whose duties included affecting transfers to Relief Defendant Pay Now Direct from Lender Funds to pay for C. RUDERMAN’s various personal expenses and those of his family, was the listed registered agent at all times material hereto. GREEN TREE FUNDING provided no reasonably equivalent value for these transfers.

39. A review of Debtors records reveals a total of \$1,042,094.17 in direct transfers from 1GC accounts to C. RUDERMAN from April 2, 2014 through May 5, 2017.⁶ See Exhibit C. A total of \$802,695.70 of the direct transfers were made within two (2) years of the Petition Date. (the **“Two Year C. RUDERMAN Transfers”**). A total of \$1,041,694.17 of the direct transfers were made within four (4) years of the Petition Date. (the **“Four Year C. RUDERMAN Transfers”**). In addition, payments totaling \$13,796.77 were made from June 23, 2017 through July 16, 2018 from 1GC accounts directly to Mercedes Benz Financial Services for the vehicle driven by C. RUDERMAN. These combined transfers totaled \$1,055,890.94 for which C. RUDERMAN provided no reasonably equivalent value to Debtors (the **“Total C. RUDERMAN Transfers”**).

40. A review of the Debtors’ records reveals that a total of \$110,086.71 in direct transfers from 1GC accounts to B. RUDERMAN from February 7, 2014 through July 16, 2018.

⁶ It should be noted that while other transfers were made for the Rudermans’ personal use and benefit, such transfers, for example those made by Relief Defendants, are captured in other proceedings. Examples include payments of C. and S. RUDERMAN’S mortgage, vacation properties in Mykonos, expensive leather goods for S. Ruderman and custom tailored clothing for C. Ruderman.

A total of \$30,000.04 of the direct transfers were made within two (2) years of the Petition Date. (the “**Two Year B. RUDERMAN Transfers**”). A total of \$108,486.71 of the direct transfers were made within four (4) years of the Petition Date (the “**Four Year B. RUDERMAN Transfers**”). An additional \$16,489.50 in funds from 1GC were also transferred to Audi Financial Services from January 19, 2016 through March 14, 2017 to pay for the vehicle driven by B. RUDERMAN. These combined transfers for the personal benefit of B. RUDERMAN totaled \$126,576.21⁷ (the “**Total B. RUDERMAN Transfers**”).

41. A review of Debtors’ records reveals that a total of \$792,688.62 in direct transfers from 1GC accounts to S. RUDERMAN from February 3, 2014 through July 13, 2018. See Exhibit E. As noted above, S. RUDERMAN received salary payments from 1GC in spite of the fact that she did not work for 1GC nor did she provide reasonably equivalent value to the Debtors in exchange therefor. Of the total direct transfers, \$392,484.21 were made within two (2) years of the Petition Date (the “**Two Year S. RUDERMAN Transfers**”). Of the total direct transfers, \$786,023.42 were made within four (4) years of the Petition Date (the “**Four Year S. RUDERMAN Transfers**” or the “**Total S. RUDERMAN Transfers**”).

42. Largely because of the inappropriate use of Lender funds for uses not contemplated by the MOIs, 1GC had severe cash shortfalls. Samuels noted that “[a]s my reconciliation [of debtor financial records] progressed into late May 2018 and early June 2018, I became increasingly uncomfortable when my work showed what appeared to be an approximate \$50 million discrepancy between the investors’ [Lenders’] money that had yet been used to fund MCAs (funds

⁷ B. Ruderman’s company BRR Block, Inc. is a Relief Defendant in the SEC Action. The record in that matter reveals several additional transfers for B. Ruderman’s use or benefit having no relation to 1GC. For example, Samuels describes an incident in early 2018 when C. Ruderman directed that 1GC pay his son’s company in excess of \$1,000,000 despite 1GC Lenders having no interest in his company, Relief Defendant BRR Block, Inc. See Samuels Declaration at 4, paragraph 20 and referenced exhibits.

referred to by 1 Global as “Cash Not Deployed”) and the money actually available in 1 Global’s bank accounts. As of the end of June 2018, 1 Global needed to deploy approximately \$70 million to fund the MCAs on behalf of its investors [Lenders], but 1 Global’s bank account balances total only approximately \$20 million. See June 30 2018 Unaudited Balance sheet of 1 Global, which is attached as Exhibit A [to the Samuels Declaration]. Hence, there was an approximate \$50 million shortage.” See Samuels Declaration at 2 paragraph 8.

43. The day before 1GC filed for bankruptcy, C. RUDERMAN caused the transfer of approximately \$81,000 of 1GC funds to the Relief Defendant Ruderman Family Trust.

G. Breach of Fiduciary Duties

44. The claims and causes of action against C. RUDERMAN arise out of and include the breaches of his fiduciary duty to the Debtors (as set forth herein and in documents and exhibits filed in the SEC Action). These breaches are based upon his failure to properly discharge his duties in good faith, and by him otherwise acting with gross negligence and/or with reckless disregard of his duties. C. RUDERMAN owed the Debtors a fiduciary duty to discharge his duties in good faith, with the care an ordinarily prudent officer, director or manager in a like position would exercise and in a manner reasonably believed to be in the best interests of the Debtors. These fiduciary duties required him to place his personal interests behind the corporate interests of the Debtors and required him to avoid self-dealing, personal gain, and/or conflicts of interest. Further, he was required to act in the face of a known duty to act, not to display a conscious disregard for his responsibilities, to engage in proper oversight of the Debtors, its employees and operations, to act diligently in the exercise of his responsibilities, to gather and become informed about all of the material facts and information related to any decisions and to otherwise use that amount of care which ordinarily careful and prudent men would use in similar circumstances.

45. C. RUDERMAN was also required to avoid decisions on behalf of the Debtors that were uninformed, that were irrational, unintelligent or unadvised; that were grossly negligent, and/or that exhibited an indifference to the risk of loss, damage and/or harm to the Debtors. Moreover, in order to satisfy the duty of due care, C. RUDERMAN was required to engage in a reasonable and informed deliberative process, including attending meetings, asking questions, reviewing written materials, and otherwise becoming informed of relevant information reasonably available, and to seek the input of experts, such as qualified attorneys and accountants.

46. C. RUDERMAN breached his fiduciary duty owed to the Debtors by, among other things, exhibiting a willful, reckless and/or negligent disregard for the best financial interests of the Debtor by, among other things, as outlined above, (i) causing the Debtor to raise funds through the MOIs without complying with the Federal and state securities laws; (ii) effectuating, facilitating and approving the fraudulent transfers outlined above; and (iii) failing to adhere to appropriate standards, procedures and policies regarding the Debtors, as more fully described herein, with no legitimate, or justifiable, business purpose.

47. In addition to the transfers and actions highlighted herein, C. RUDERMAN caused the Debtors to transfer an amount in excess of \$60 million to Travis Portfolio, LLC (“**Travis**”), an entity formed by Walt Collins and his company, the Collins Asset Group, which was in the business of purchasing distressed assets, including portfolios of delinquent credit card debt. C. RUDERMAN caused such transfers notwithstanding that the MOIs mentioned only investments in MCAs.

48. C. RUDERMAN also caused Bright Smile Financing, LLC (“**Bright Smile Financing**”) to be formed. In addition, C. RUDERMAN caused the equity ownership of Bright Smile Financing to be placed into a trust called the Bright Smile Trust dated November 15, 2017.

C. RUDERMAN is the grantor of that trust and Defendant S. RUDERMAN and children, including defendant B. RUDERMAN, are the beneficiaries. None of the Lenders are beneficiaries or have any interest in Bright Smile Trust. C. RUDERMAN then caused the Debtor to enter into transactions with Bright Smile Financing, including the transfer of \$15.3 million to Bright Smile Financing from Debtor. At or about this time, C. RUDERMAN was aware of proposed revisions to the MOIs to insure that they were broad enough to authorize loans or transfers to Bright Smile Financing, evidencing his understanding that as written the MOIs did not permit such non MCA funding.

49. Still further, C. RUDERMAN engaged in several efforts to make himself judgment proof, including causing millions of dollars in artwork to be transferred to a newly created trust called the Ruderman Art Trust, dated June 5, 2014. C. RUDERMAN also caused Relief Defendant Ganador Enterprises, LLC (“**Ganador**”) to be created in March 2016. The Ruderman Family Trust owns 50% of Ganador with two other individuals unrelated to the Debtor. Upon its formation, C. RUDERMAN directed the Debtor to provide a \$7.0 million line of credit to Ganador to operate its business. Upon information and belief, from April 28, 2016 to June 2018, Ganador received approximately \$5.6 million from the Debtors’ funds. As noted above, C. RUDERMAN also caused the Debtors to transfer \$1.0 million to Relief Defendant BRR Block, Inc., the company owned by defendant B. RUDERMAN in 2018.

50. C. RUDERMAN also caused Debtors to advance Lender funds to entities that owned several automobile dealerships in California. These entities, Momentum Automotive Management, LLC (“MAM”) and Momentum Auto Group, LLC (“MAG”) (collectively referred to as “**Momentum**”) touted its network of dealerships as the 124th largest automotive dealership in the United States, with combined sales of \$565,000,000 in 2017. Through participation in

MCAs between Momentum and another unrelated financial services company, Radium2, as well as a series of ten (10) MCAs directly with Debtors, Debtors advanced in excess of \$34,000,000 to Momentum. The last of these MCAs between the Debtors and Momentum was entered into in or about July 2018. Four months later, in November 2018, Momentum closed its dealerships, except for one that was majority owned by General Motors. Momentum failed to make payments to Debtors as required by the various MCAs. Debtors eventually filed a complaint against Momentum, seeking damages relating to the breaches of the MCAs. *See 1 Global Capital, LLC et al., vs. Momentum Automotive Management, LLC et al.*, Case No. 18-01495 – RAM at ECF No. 1.⁸ To date, Debtors' efforts have not lead to any significant recovery. The entire series of transactions further highlights C. RUDERMAN's authorization of business practices outside the bounds and the spirit of the MCAs with the Lenders.

51. In addition to these payments, exhibits in the SEC Action evidence a wide array of personal expenditures paid for with 1GC funds. *See* SEC Action, 64- 9. (\$2,534.09 for shoes for C. RUDERMAN; *Id.* at 5); (cash gifts for the children; *Id.* at 7, 18, 20); (custom made suits for C. RUDERMAN; *Id.* at 9); (\$4,550.00 leather bag for S. RUDERMAN; *Id.* at 15); (payment of C. RUDERMAN's American Express and other personal credit cards, household payroll, Mercedes Benz; *Id.* at 24); (finder's fees for another son, Scott Ruderman, relating to the purchase of Playgirl by C. RUDERMAN entities; *Id.* at 26, 28); (reimbursement for Evan Ruderman's rent; *Id.* at 32). None of these payments or the countless others evidenced in the exhibits and filings in the SEC Action were disclosed to Lenders, and directly inhibited 1GC's ability to make MCA transactions

⁸ The *Momentum* lawsuit was dismissed without prejudice.

and placed Lender funds and any profits owed to them under the MOIs at risk and eventually unattainable.

COUNT I

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO SECTION 548(a)(1)(A) AND/OR 548(a)(1)(B) OF THE BANKRUPTCY CODE (Against Carl Ruderman)

52. Plaintiff re-states and re-alleges paragraphs 1 through 51 as if fully set forth herein.

53. Pursuant to 11 U.S.C. §548(a)(1)(A), 548(a)(1)(B) and 11 U.S.C. §550, a trustee may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made or incurred on or within two (2) years (under Section 548 of the Bankruptcy Code) before the date of the filing of the petition, herein July 27, 2018, if the debtor voluntarily or involuntarily –

(a)(1)(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or

(a)(1)(B)(i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and

(ii) (I) was insolvent on the date that such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation;

(II) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital; or

(III) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured.

54. Pursuant to the Plan and the Confirmation Order, the Trustee has the right and power to prosecute the claims and causes of action contained herein.

55. Pursuant to 11 U.S.C. §550, in a fraudulent transfer action commenced under Section 548 of the Bankruptcy Code, the trustee may recover, for the benefit of the estate, the property transferred, or, if the Court so orders, the value of such property, from – (1) the initial transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any immediate or mediate transferee of such initial transferee, i.e., any and all subsequent transferees.

56. The Two Year C. RUDERMAN Transfers, totaling \$802,695.70, each occurred within two (2) years of the Petition Date and constituted transfers of an interest in property of the Debtor as set forth herein and are avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers. See Exhibit C. (“**Two Year C. RUDERMAN Transfers**”).

57. C. RUDERMAN was the initial transferee or the entity for whose benefit the Two Year C. RUDERMAN Transfers were made, and as a result, the Trustee is entitled to avoid and recover the Two Year C. RUDERMAN Transfers from C. RUDERMAN under 11 U.S.C. §§548(a)(1)(A), and 550 as actual intent fraudulent transfers and/or 11 U.S.C. §§548(a)(1)(B) and 550 as constructive fraudulent transfers.

58. As set forth herein, each of the Two Year C. RUDERMAN Transfers were made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

59. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtors had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Two Year C. RUDERMAN Transfers:

- (i) The transfer was to an insider. At all relevant times herein, C. RUDERMAN was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because C. RUDERMAN was an owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such role at all times relevant herein.
- (ii) The transfer was disclosed or concealed. The Two Year C. RUDERMAN Transfers were not disclosed to the Lenders and creditors.
- (iii) The value of the consideration received by the debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Two Year C. RUDERMAN Transfers.
- (iv) The debtor was insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors was insolvent at all relevant times, including when the Two Year C. RUDERMAN Transfers were made.
- (v) The transfer occurred shortly before or shortly after a substantial debt was incurred. The Two Year C. RUDERMAN Transfers were made at a time or times when the Debtors had incurred substantial debt to the Lenders.

60. The Debtors did not receive reasonably equivalent value in exchange for the Two Year C. RUDERMAN Transfers.

61. At the time of the Two Year C. RUDERMAN Transfers, the Debtors (i) were insolvent or became insolvent as a result thereof; (ii) were engaged or was 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 (iii) intended to incur, or believed or reasonably should have believed, that the Debtors would incur debts beyond their ability to pay as they came due.

62. C. RUDERMAN, as an insider of the Debtors at all relevant times, was fully aware of the Debtors' dire financial condition and therefore C. RUDERMAN was not a good faith transferee.

63. As a result, pursuant to 11 U.S.C. §550(a), the Trustee is entitled to avoid and recover the Two Year C. RUDERMAN Transfers or the value thereof for the benefit of the Trust from Defendant C. RUDERMAN under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

64. Therefore, in accordance with 11 U.S.C. §550(a), the recovery of the Two Year C. RUDERMAN Transfers or the value thereof for the benefit of the Trust is authorized to the extent that the Two Year C. RUDERMAN Transfers are avoided under 11 U.S.C. §548(a)(1)(A) and/or 11 U.S.C. §548(a)(1)(B).

WHEREFORE, Plaintiff, James S. Cassel, as Liquidating Trustee, demands judgment against Defendant, CARL RUDERMAN (a) determining that each of the Two Year C. RUDERMAN Transfers is fraudulent and avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers; (b) avoiding each of the Two Year C. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant C. RUDERMAN in the aggregate amount of Two Year C. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Two Year C. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant C. RUDERMAN may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT II

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO SECTION 548(a)(1)(A) AND/OR 548(a)(1)(B) OF THE
BANKRUPTCY CODE
(Against Svetlana Ruderman)**

65. Plaintiff re-states and re-alleges paragraphs 1 through 51, as if fully set forth herein.

66. Pursuant to 11 U.S.C. §548(a)(1)(A), 548(a)(1)(B) and 11 U.S.C. §550, a trustee may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made or incurred on or within 2 years (under Section 548 of the Bankruptcy Code) before the date of the filing of the petition, herein July 27, 2018, if the debtor voluntarily or involuntarily –

(a)(1)(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or

(a)(1)(B)(i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and

(ii) (I) was insolvent on the date that such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation;

(II) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital; or

(III) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured.

67. Pursuant to the Plan and the Confirmation Order, the Trustee has the right and power to prosecute the claims and causes of action contained herein.

68. Pursuant to 11 U.S.C. §550, in a fraudulent transfer action commenced under Section 548 of the Bankruptcy Code, the trustee may recover, for the benefit of the estate, the

property transferred, or, if the Court so orders, the value of such property, from – (1) the initial transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any immediate or mediate transferee of such initial transferee, i.e., any and all subsequent transferees.

69. The Two Year S. RUDERMAN Transfers each occurred within two (2) years of the Petition Date and constituted transfers of an interest in property of the Debtors as set forth herein and are avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

70. S. RUDERMAN was the initial transferee or the entity for whose benefit the Two Year S. RUDERMAN Transfers were made, and as a result, the Trustee is entitled to avoid and recover the Two Year S. RUDERMAN Transfers from S. RUDERMAN under 11 U.S.C. §§548(a)(1)(A), and 550 as actual intent fraudulent transfers and/or 11 U.S.C. §§548(a)(1)(B) and 550 as constructive fraudulent transfers.

71. As set forth herein, each of the Two Year S. RUDERMAN Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

72. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtor had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Two Year S. RUDERMAN Transfers:

- (i) The transfer was to an insider. At all relevant times herein, S. RUDERMAN was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because S. RUDERMAN was and is the spouse of C. RUDERMAN, the owner of the Debtors, a manager of the

Debtors and a control person of the Debtors in at least one such role at all times relevant herein.

- (ii) The transfer was disclosed or concealed. The Two Year S. RUDERMAN Transfers were not disclosed to the Lenders and creditors.
- (iii) The value of the consideration received by the debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Two Year S. RUDERMAN Transfers.
- (iv) The debtor was insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors were insolvent at all relevant times, including when the Two Year S. RUDERMAN Transfers were made.
- (v) The transfer occurred shortly before or shortly after a substantial debt was incurred. The Two Year S. RUDERMAN Transfers were made at a time or times when the Debtors had incurred substantial debt to the Lenders.

73. The Debtors did not receive reasonably equivalent value in exchange for the Two Year S. RUDERMAN Transfers.

74. At the time of the Two Year S. RUDERMAN Transfers, the Debtors (i) were insolvent or became insolvent as a result thereof; (ii) were engaged or was 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 (iii) intended to incur, or believed or reasonably should have believed, that the Debtors would incur debts beyond its ability to pay as they came due.

75. S. RUDERMAN, as an insider of the Debtors at all relevant times, was fully aware of the Debtors dire financial condition and therefore S. RUDERMAN was not a good faith transferee.

76. As a result, pursuant to 11 U.S.C. §550(a), the Trustee is entitled to avoid and recover the Two Year S. RUDERMAN Transfers or the value thereof for the benefit of the Trust from Defendant S. RUDERMAN under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

77. Therefore, in accordance with 11 U.S.C. §550(a), the recovery of the Two Year S. RUDERMAN Transfers or the value thereof for the benefit of the Trust is authorized to the extent that the Two Year S. RUDERMAN Transfers are avoided under 11 U.S.C. §548(a)(1)(A) and/or 11 U.S.C. §548(a)(1)(B).

WHEREFORE, Plaintiff, James S. Cassel, as Liquidating Trustee, demands judgment against Defendant, SVETLANA RUDERMAN (a) determining that each of the Two Year S. RUDERMAN Transfers is fraudulent and avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers; (b) avoiding each of the Two Year S. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant S. RUDERMAN in the aggregate amount of Two Year S. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Two Year S. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant S. RUDERMAN may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT III

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO SECTION 548(a)(1)(A) AND/OR 548(a)(1)(B) OF THE BANKRUPTCY CODE (Against Blake Ruderman)

78. Plaintiff re-states and re-alleges paragraphs 1 through 51, as if fully set forth herein.

79. Pursuant to 11 U.S.C. §548(a)(1)(A), 548(a)(1)(B) and 11 U.S.C. §550, a trustee may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made or incurred on or within two (2) years (under Section 548 of the Bankruptcy Code) before the date of the filing of the petition, herein July 27, 2018, if the debtor voluntarily or involuntarily –

(a)(1)(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or

(a)(1)(B)(i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and

(ii) (I) was insolvent on the date that such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation;

(II) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital; or

(III) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured.

80. Pursuant to the Plan and the Confirmation Order, the Trustee has been right and power to prosecute the claims and causes of action contained herein.

81. Pursuant to 11 U.S.C. §550, in a fraudulent transfer action commenced under Section 548 of the Bankruptcy Code, the trustee may recover, for the benefit of the estate, the property transferred, or, if the Court so orders, the value of such property, from – (1) the initial transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any immediate or mediate transferee of such initial transferee, i.e., any and all subsequent transferees.

82. The Two Year B. RUDERMAN Transfers each occurred within two (2) years of the Petition Date and constituted transfers of an interest in property of the Debtors as set forth

herein and are avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

83. B. RUDERMAN was the initial transferee or the entity for whose benefit the Two Year B. RUDERMAN Transfers were made, and as a result, the Trustee is entitled to avoid and recover the Two Year B. RUDERMAN Transfers from B. RUDERMAN under 11 U.S.C. §§548(a)(1)(A), and 550 as actual intent fraudulent transfers and/or 11 U.S.C. §§548(a)(1)(B) and 550 as constructive fraudulent transfers.

84. As set forth herein, each of the Two Year B. RUDERMAN Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

85. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtor had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Two Year B. RUDERMAN Transfers:

- (i) The transfer was to an insider. At all relevant times herein, B. RUDERMAN was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because B. RUDERMAN was and is the son of C. RUDERMAN the owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such role at all times relevant herein.
- (ii) The transfer was disclosed or concealed. The Two Year B. RUDERMAN Transfers were not disclosed to the Lenders and creditors.

(iii) The value of the consideration received by the debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Two Year B. RUDERMAN Transfers.

(iv) The debtor was insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors were insolvent at all relevant times, including when the Two Year B. RUDERMAN Transfers were made.

(v) The transfer occurred shortly before or shortly after a substantial debt was incurred. The Two Year B. RUDERMAN Transfers were made at a time or times when the Debtors had incurred substantial debt to the Lenders.

86. The Debtors did not receive reasonably equivalent value in exchange for the Two Year B. RUDERMAN Transfers.

87. At the time of the Two Year B. RUDERMAN Transfers, the Debtors (i) were insolvent or became insolvent as a result thereof; (ii) were engaged or was 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 (iii) intended to incur, or believed or reasonably should have believed, that the Debtors would incur debts beyond its ability to pay as they came due.

88. B. RUDERMAN, as an insider of the Debtors at all relevant times, was fully aware of the Debtors' dire financial condition and therefore B. RUDERMAN was not a good faith transferee.

89. As a result, pursuant to 11 U.S.C. §550(a), the Trustee is entitled to avoid and recover the Two Year B. RUDERMAN Transfers or the value thereof for the benefit of the Debtors' estate from Defendant B. RUDERMAN under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

90. Therefore, in accordance with 11 U.S.C. §550(a), the recovery of the Two Year S. RUDERMAN Transfers or the value thereof for the benefit of the Debtors' estate is authorized to the extent that the Two Year B. RUDERMAN Transfers are avoided under 11 U.S.C. §548(a)(1)(A) and/or 11 U.S.C. §548(a)(1)(B).

WHEREFORE, Plaintiff, James S. Cassel, as Liquidating Trustee, demands judgment against Defendant, BLAKE RUDERMAN (a) determining that each of the Two Year B. RUDERMAN Transfers is fraudulent and avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers; (b) avoiding each of the Two Year B. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant B. RUDERMAN in the aggregate amount of Two Year B. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Two Year B. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant B. RUDERMAN may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT IV

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO SECTION 548(a)(1)(A) AND/OR 548(a)(1)(B) OF THE BANKRUPTCY CODE (Against Green Tree Funding, LLC)

91. Plaintiff re-states and re-alleges paragraphs 1 through 51, as if fully set forth herein.

92. Pursuant to 11 U.S.C. §548(a)(1)(A), 548(a)(1)(B) and 11 U.S.C. §550, a trustee may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made or incurred on or within 2 years (under Section 548 of the Bankruptcy Code)

before the date of the filing of the petition, herein July 27, 2018, if the debtor voluntarily or involuntarily –

(a)(1)(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or

(a)(1)(B)(i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and

(ii) (I) was insolvent on the date that such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation;

(II) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital; or

(III) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured.

93. Pursuant to the Plan and the Confirmation Order, the Trustee has the right and power to prosecute the claims and causes of action contained herein.

94. Pursuant to 11 U.S.C. §550, in a fraudulent transfer action commenced under Section 548 of the Bankruptcy Code, the trustee may recover, for the benefit of the estate, the property transferred, or, if the Court so orders, the value of such property, from – (1) the initial transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any immediate or mediate transferee of such initial transferee, i.e., any and all subsequent transferees.

95. The Two Year GREEN TREE FUNDING Transfers each occurred within two (2) years of the Petition Date and constituted transfers of an interest in property of the Debtors as set forth herein and are avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

96. GREEN TREE FUNDING was the initial transferee or the entity for whose benefit the Two Year GREEN TREE FUNDING Transfers were made, and as a result, the Trustee is entitled to avoid and recover the Two Year GREEN TREE FUNDING Transfers from GREEN TREE FUNDING under 11 U.S.C. §§548(a)(1)(A), and 550 as actual intent fraudulent transfers and/or 11 U.S.C. §§548(a)(1)(B) and 550 as constructive fraudulent transfers.

97. As set forth herein, each of the Two Year GREEN TREE FUNDING Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

98. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtors had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Two Year GREEN TREE FUNDING Transfers:

- (i) The transfer was to an insider. At all relevant times herein, GREEN TREE FUNDING was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because GREEN TREE FUNDING was owned and controlled by C. RUDERMAN, the owner manager and a control person of the Debtors in at least one such role at all times relevant herein.
- (ii) The transfer was disclosed or concealed. The Two Year GREEN TREE FUNDING Transfers were not disclosed to the Lenders and creditors.
- (iii) The value of the consideration received by the debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably

equivalent value in exchange for the Two Year GREEN TREE FUNDING Transfers.

- (iv) The debtor was insolvent or became insolvent shortly after the transfer was made.

As discussed above, the Debtors were insolvent at all relevant times, including when the Two Year GREEN TREE FUNDING Transfers were made.

- (v) The transfer occurred shortly before or shortly after a substantial debt was incurred.

The Two Year GREEN TREE FUNDING Transfers were made at a time or times when the Debtors had incurred substantial debt to the Lenders.

99. The Debtors did not receive reasonably equivalent value in exchange for the Two Year GREEN TREE FUNDING Transfers.

100. At the time of the Two Year GREEN TREE FUNDING Transfers, the Debtors (i) were insolvent or became insolvent as a result thereof; (ii) were engaged or was 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 (iii) intended to incur, or believed or reasonably should have believed, that the Debtors would incur debts beyond their ability to pay as they came due.

101. GREEN TREE FUNDING, as an insider of the Debtors at all relevant times, was aware, among other things, of the Debtors' dire financial condition by virtue of its common owner, knew its common owner was breaching his fiduciary duty to Debtors and therefore GREEN TREE FUNDING was not a good faith transferee.

102. As a result, pursuant to 11 U.S.C. §550(a), the Trustee is entitled to avoid and recover the Two Year GREEN TREE FUNDING Transfers or the value thereof for the benefit of the Trust from Defendant GREEN TREE FUNDING under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers.

103. Therefore, in accordance with 11 U.S.C. §550(a), the recovery of the Two Year GREEN TREE FUNDING Transfers or the value thereof for the benefit of the Trust is authorized to the extent that the Two Year GREEN TREE FUNDING Transfers are avoided under 11 U.S.C. §548(a)(1)(A) and/or 11 U.S.C. §548(a)(1)(B).

WHEREFORE, Plaintiff, James S. Cassel, as Liquidating Trustee, demands judgment against Defendant, GREEN TREE FUNDING (a) determining that each of the Two Year GREEN TREE FUNDING Transfers is fraudulent and avoidable under 11 U.S.C. §548(a)(1)(A) as actual intent fraudulent transfers and/or 11 U.S.C. §548(a)(1)(B) as constructive fraudulent transfers; (b) avoiding each of the Two Year GREEN TREE FUNDING Transfers and entering judgment in favor of Plaintiff against Defendant GREEN TREE FUNDING in the aggregate amount of Two Year GREEN TREE FUNDING Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Two Year GREEN TREE FUNDING Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant GREEN TREE FUNDING may have against the Debtor's estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT V

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(a), 726.108 AND 726.109 (Against Carl Ruderman)

104. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

105. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

106. The Plaintiff sues C. RUDERMAN to avoid and recover avoidable transfers pursuant to Chapter 726, et. seq., Florida Statutes, namely the Total C. RUDERMAN Transfers.

107. Section 726.105(1)(a), Florida Statutes, provides:

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

(a) With actual intent to hinder, delay, or defraud any creditor of the debtor.

108. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. C. RUDERMAN was the initial transferee of the Total C. RUDERMAN Transfers.

109. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Total C. RUDERMAN Transfers, including but not limited to the Lenders.

110. As set forth herein, each of the Total C. RUDERMAN Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, their creditors, including the Lenders.

111. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtor had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Total C. RUDERMAN Transfers:

a. The transfer was to an insider. At all relevant times herein, C. RUDERMAN was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because C. RUDERMAN was the owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such role at all times relevant herein.

b. The transfer was disclosed or concealed. The Total C. RUDERMAN Transfers were not disclosed to the Lenders.

c. The value of the consideration received by the Debtors was not reasonably equivalent to the value of the asset transferred. The Debtor did not receive reasonably equivalent value in exchange for the Total C. RUDERMAN Transfers.

d. The debtor was insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors were insolvent at all relevant times, including when the Total C. RUDERMAN Transfers were made.

112. The Total C. RUDERMAN Transfers occurred either (i) within four years before the Petition Date; and/or (ii) within one year after they were discovered or could have reasonably been discovered by the Plaintiff, which was no earlier than on the Petition Date. This action is being brought within the two (2) year period provided for in 11 U.S.C. §§108 and 546 and as such is timely as to the Total C. RUDERMAN Transfers.

113. The Total C. RUDERMAN Transfers are avoidable under Section 544 of the Bankruptcy Code and Section 726.105(1)(a) of the Florida Statutes.

114. As a result of the Total C. RUDERMAN Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(a), 726.108 and 726.109, may avoid and recover the total value of such Total C. RUDERMAN Transfers from C. RUDERMAN.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, CARL RUDERMAN (a) determining that each of the Total C. RUDERMAN Transfers is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(a) of the Florida Statutes; (b) avoiding each of the Total C. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant C. RUDERMAN in the aggregate amount of Total C. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Total C. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant C. RUDERMAN may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT VI

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(a), 726.108 AND
726.109
(Against Svetlana Ruderman)**

115. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

116. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

117. The Plaintiff sues S. RUDERMAN to avoid and recover avoidable transfers pursuant to Chapter 726, et. seq., Florida Statutes, namely the S. RUDERMAN Total Transfers.

118. Section 726.105(1)(a), Florida Statutes, provides:

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

(a) With actual intent to hinder, delay, or defraud any creditor of the debtor.

Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. S. RUDERMAN was the initial transferee of the Total S. RUDERMAN Transfers.

119. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Total S. RUDERMAN Transfers, including but not limited to the Lenders.

120. As set forth herein, each of the Total S. RUDERMAN Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

121. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtors had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Total S. RUDERMAN Transfers:

a. The transfer was to an insider. At all relevant times herein, S. RUDERMAN was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because S. RUDERMAN was and is the spouse of C. RUDERMAN, the owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such roll at all times relevant herein.

b. The transfer was disclosed or concealed. The Total S. RUDERMAN Transfers were not disclosed to the Lenders.

c. The value of the consideration received by the Debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Total S. RUDERMAN Transfers.

d. The debtor was insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors were insolvent at all relevant times, including when the Total S. RUDERMAN Transfers were made.

122. The Total S. RUDERMAN Transfers occurred either (i) within four years before the Petition Date; and/or (ii) within one year after they were discovered or could have reasonably been discovered by the Plaintiff, which was no earlier than on the Petition Date. This action is being brought within the two (2) year period provided for in 11 U.S.C. §§108 and 546 and as such is timely as to the Total S. RUDERMAN Transfers.

123. The Total S. RUDERMAN Transfers are avoidable under Section 544 of the Bankruptcy Code and Section 726.105(1)(a) of the Florida Statutes.

124. As a result of the Total S. RUDERMAN Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(a), 726.108 and 726.109, may avoid and recover the total value of such Total S. RUDERMAN Transfers from S. RUDERMAN.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, SVETLANA RUDERMAN (a) determining that each of the Total S. RUDERMAN Transfers is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(a) of the Florida Statutes; (b) avoiding each of the Total S. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant S. RUDERMAN in the aggregate amount of Total S. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Total S. RUDERMAN Transfers and post-judgment interest, and costs of suit,

all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant S. RUDERMAN may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT VII

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(a), 726.108 AND 726.109 (Against Blake Ruderman)

125. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

126. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim.... “

127. The Plaintiff sues B. RUDERMAN to avoid and recover avoidable transfers pursuant to Chapter 726, et. seq., Florida Statutes, namely the Total B. RUDERMAN Transfers.

128. Section 726.105(1)(a), Florida Statutes, provides:

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

(a) With actual intent to hinder, delay, or defraud any creditor of the debtor.

129. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. B. RUDERMAN was the initial transferee of the Total B. RUDERMAN Transfers.

130. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Total B. RUDERMAN Transfers, including but not limited to the Lenders.

131. As set forth herein, each of the Total B. RUDERMAN Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

132. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtors had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Total B. RUDERMAN Transfers:

a. The transfer was to an insider. At all relevant times herein, B. RUDERMAN was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because B.. RUDERMAN was and is the son of C. RUDERMAN the owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such role at all times relevant herein.

b. The transfer was disclosed or concealed. The Total B. RUDERMAN Transfers were not disclosed to the Lenders.

c. The value of the consideration received by the Debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Total B. RUDERMAN Transfers.

d. The debtor was insolvent or became insolvent shortly after the transfer was made.

As discussed above, the Debtors were insolvent at all relevant times, including when the Total B. RUDERMAN Transfers were made.

133. The Total B. RUDERMAN Transfers occurred either (i) within four years before the Petition Date; and/or (ii) within one year after they were discovered or could have reasonably been discovered by the Plaintiff, which was no earlier than on the Petition Date. This action is being brought within the 2 year period provided for in 11 U.S.C. §§108 and 546 and as such is timely as to the Total B. RUDERMAN Transfers.

134. The Total B. RUDERMAN Transfers are avoidable under Section 544 of the Bankruptcy Code and Section 726.105(1)(a) of the Florida Statutes.

135. As a result of the Total B. RUDERMAN Transfers, the Debtor has been damaged and pursuant to Fla. Stat., §§726.105(1)(a), 726.108 and 726.109, may avoid and recover the total value of such Total B. RUDERMAN Transfers from B. RUDERMAN.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, BLAKE RUDERMAN (a) determining that each of the Total B. RUDERMAN Transfers is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(a) of the Florida Statutes; (b) avoiding each of the Total B. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant B. RUDERMAN in the aggregate amount of Total B. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Total B. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant B. RUDERMAN may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT VIII

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(a), 726.108 AND 726.109
(Against Green Tree Funding, LLC)**

136. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

137. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim.... “

138. The Plaintiff sues GREEN TREE FUNDING, LLC. to avoid and recover avoidable transfers pursuant to Chapter 726, et. seq., Florida Statutes, namely the GREEN TREE FUNDING Total Transfers.

139. Section 726.105(1)(a), Florida Statutes, provides:

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

(a) With actual intent to hinder, delay, or defraud any creditor of the debtor.

140. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. GREEN TREE FUNDING was the initial transferee of the Total GREEN TREE FUNDING Transfers.

141. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Total GREEN TREE FUNDING Transfers, including but not limited to the Lenders.

142. As set forth herein, each of the Total GREEN TREE FUNDING Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

143. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtors had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Total GREEN TREE FUNDING Transfers:

a. The transfer was to an insider. At all relevant times herein, GREEN TREE FUNDING was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because C. RUDERMAN, the control person and an owner of GREEN TREE FUNDING, was the owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such role at all times relevant herein.

b. The transfer was disclosed or concealed. The Total GREEN TREE FUNDING Transfers were not disclosed to the Lenders.

c. The value of the consideration received by the Debtor was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Total GREEN TREE FUNDING Transfers.

d. The Debtors were insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors were insolvent at all relevant times, including when the Total GREEN TREE FUNDING Transfers were made.

144. The Total GREEN TREE FUNDING Transfers occurred either (i) within four years before the Petition Date, and/or (ii) within one year after they were discovered or could have

reasonably been discovered by the Plaintiff, which was no earlier than on the Petition Date, July 28, 2018. This action is being brought within the two (2) year period provided for in 11 U.S.C. §§108 and 546 and as such is timely as to the Total GREEN TREE FUNDING Transfers.

145. The Total GREEN TREE FUNDING Transfers are avoidable under Section 544 of the Bankruptcy Code and Section 726.105(1)(a) of the Florida Statutes.

146. As a result of the Total GREEN TREE FUNDING Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(a), 726.108 and 726.109, may avoid and recover the total value of such Total GREEN TREE FUNDING Transfers from GREEN TREE FUNDING.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, GREEN TREE FUNDING, LLC (a) determining that each of the Total GREEN TREE FUNDING Transfers are fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(a) of the Florida Statutes; (b) avoiding each of the Total GREE TREE FUDNING Transfers and entering judgment in favor of Plaintiff against Defendant GREEN TREE FUNDING in the aggregate amount of Total GREEN TREE FUNDING Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Total GREEN TREE FUNDING Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant GREEN TREE FNDING may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT IX

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(a), 726.108 AND 726.109 (Against Biogenics Direct, LLC)

147. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

148. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim.... “

149. The Plaintiff sues BIOGENICS DIRECT, LLC to avoid and recover avoidable transfers pursuant to Chapter 726, et. seq., Florida Statutes, namely the BIOGENICS DIRECT Total Transfers.

150. Section 726.105(1)(a), Florida Statutes, provides:

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

(a) With actual intent to hinder, delay, or defraud any creditor of the debtor.

151. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. BIOGENICS DIRECT was the initial transferee of the Total BIOGENICS DIRECT Transfers.

152. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Total BIOGENICS DIRECT Transfers, including but not limited to the Lenders.

153. As set forth herein, each of the Total BIOGENICS DIRECT Transfers was made by the Debtors with the actual intent to hinder and delay, and to continue to hinder and delay, its creditors, including the Lenders.

154. Moreover, each of the following “badges of fraud” established by the Eleventh Circuit Court of Appeals in *In re XYZ Options, Inc.*, 154 F.3d 1262 (11th Cir. 1998) exists in the present case and establishes that the Debtors had the actual intent to hinder and/or delay its creditors, including specifically the Lenders, in connection with the Total BIOGENICS DIRECT Transfers:

a. The transfer was to an insider. At all relevant times herein, BIOGENICS DIRECT was an insider of the Debtors as that term is defined under Section 101(31) of the Bankruptcy Code and applicable decisional law because C. RUDERMAN, the control person and an owner of BIOGENICS DIRECT, was the owner of the Debtors, a manager of the Debtors and a control person of the Debtors in at least one such role at all times relevant herein.

b. The transfer was disclosed or concealed. The Total BIOGENICS DIRECT Transfers were not disclosed to the Lenders.

c. The value of the consideration received by the Debtors was not reasonably equivalent to the value of the asset transferred. The Debtors did not receive reasonably equivalent value in exchange for the Total BIOGENICS DIRECT Transfers.

d. The Debtors were insolvent or became insolvent shortly after the transfer was made. As discussed above, the Debtors were insolvent at all relevant times, including when the Total BIOGENICS DIRECT Transfers were made.

155. The Total BIOGENICS DIRECT Transfers occurred either (i) within four (4) years before the Petition Date; and/or (ii) within one year after they were discovered or could have reasonably been discovered by the Plaintiff, which was no earlier than on the Petition Date. This action is being brought within the two (2) year period provided for in 11 U.S.C. §§108 and 546 and as such is timely as to the Total BIOGENICS DIRECT Transfers.

156. The Total BIOGENICS DIRECT Transfers are avoidable under Section 544 of the Bankruptcy Code and Section 726.105(1)(a) of the Florida Statutes.

157. As a result of the Total BIOGENICS DIRECT Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(a), 726.108 and 726.109, may avoid and recover the total value of such Total BIOGENICS DIRECT Transfers from BIOGENICS DIRECT.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant BIOGENICS DIRECT, LLC (a) determining that each of the Total BIOGENICS DIRECT Transfers are fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(a) of the Florida Statutes; (b) avoiding each of the Total BIOGENICS DIRECT Transfers and entering judgment in favor of Plaintiff against Defendant BIOGENICS DIRECT in the aggregate amount of Total BIOGENICS DIRECT Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of the Total BIOGENICS DIRECT Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant BIOGENICS DIRECT may have against the Debtors' estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT X

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(b),
726.106(1), 726.108 AND 726.109
(Against Carl Ruderman)**

158. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

159. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

160. The Plaintiff sues C. RUDERMAN to avoid and recover avoidable transfers pursuant to Chapter 726, *et. seq.*, Florida Statutes, namely the Four Year C. RUDERMAN Transfers.

161. Section 726.105(1)(b), Florida Statutes, provides:

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

* * *

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

(1) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

162. Further, Section 726.106(1), Florida Statutes, provides:

(1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation without receiving reasonably equivalent in value in exchange for the transfer or obligation and the debtor was insolvent at the time or the debtor became insolvent as a result of the transfer or obligation.

163. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee

of such first transferee. C. RUDERMAN was the initial transferee of or for whose benefit the Four Year C. RUDERMAN Transfers were made.

164. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Four Year C. RUDERMAN Transfers, including but not limited to the Lenders.

165. The Four Year C. RUDERMAN Transfers constituted a transfer made by the Debtors for which the Debtors did not receive reasonably equivalent value in exchange for the same.

166. At the time of the Four Year C. RUDERMAN Transfers, the Debtors had creditors holding unsecured claims and was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtors were unreasonably small in relation to the business or transaction, or intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

167. The Four Year C. RUDERMAN Transfers are avoidable under Section 544 of the Bankruptcy Code and Sections 726.105(1)(b) and/or 726.106(1) of the Florida Statutes to the extent they were made within four years of the Petition Date.

168. As a result of the Four Year C. RUDERMAN Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(b), 726.106(1), 726.108 and 726.109, may avoid and recover the total value of such Four Year C. RUDERMAN Transfers from C. RUDERMAN.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, CARL RUDERMAN (a) determining that each of the Four Year C. RUDERMAN Transfers that were made within four years of the Petition Date is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(b) and/or 726.106(1) of the Florida Statutes; (b) avoiding

each of such Four Year C. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant C. RUDERMAN in the aggregate amount of such Four Year C. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of such Four Year C. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant C. RUDERMAN may have against the Debtor's estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT XI

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(b),
726.106(1), 726.108 AND 726.109
(Against Svetlana Ruderman)**

169. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

170. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

171. The Plaintiff sues S. RUDERMAN to avoid and recover avoidable transfers pursuant to Chapter 726, *et. seq.*, Florida Statutes, namely the Four Year S. RUDERMAN Transfers.

172. Section 726.105(1)(b), Florida Statutes, provides:

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

* * *

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

(1) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

173. Further, Section 726.106(1), Florida Statutes, provides:

(1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation without receiving reasonably equivalent in value in exchange for the transfer or obligation and the debtor was insolvent at the time or the debtor became insolvent as a result of the transfer or obligation.

174. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. S. RUDERMAN was the initial transferee of or for whose benefit the Four Year S. RUDERMAN Transfers were made.

175. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Four Year S. RUDERMAN Transfers, including but not limited to the Lenders.

176. The Four Year S. RUDERMAN Transfers constituted a transfer made by the Debtors for which the Debtors did not receive reasonably equivalent value in exchange for the same.

177. At the time of the Four Year S. RUDERMAN Transfers, the Debtors had creditors holding unsecured claims and was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtors were unreasonably small in relation to the business

or transaction, or intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

178. The Four Year S. RUDERMAN Transfers are avoidable under Section 544 of the Bankruptcy Code and Sections 726.105(1)(b) and/or 726.106(1) of the Florida Statutes to the extent they were made within four years of the Petition Date.

179. As a result of the Four Year S. RUDERMAN Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(b), 726.106(1), 726.108 and 726.109, may avoid and recover the total value of such Four Year S. RUDERMAN Transfers from S. RUDERMAN.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, SVETLANA RUDERMAN (a) determining that each of the Four Year S. RUDERMAN Transfers that were made within four years of the Petition Date is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(b) and/or 726.106(1) of the Florida Statutes; (b) avoiding each of such Four Year S. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant S. RUDERMAN in the aggregate amount of such Four Year S. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of such Four Year S. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant S. RUDERMAN may have against the Debtor's estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT XII

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(b),
726.106(1), 726.108 AND 726.109
(Against Blake Ruderman)**

180. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

181. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

182. The Plaintiff sues B. RUDERMAN to avoid and recover avoidable transfers pursuant to Chapter 726, *et. seq.*, Florida Statutes, namely the Four Year B. RUDERMAN Transfers.

183. Section 726.105(1)(b), Florida Statutes, provides:

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

* * *

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

(1) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

184. Further, Section 726.106(1), Florida Statutes, provides:

(1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation without receiving reasonably equivalent in value in exchange for the transfer or obligation and the debtor was insolvent at the time or the debtor became insolvent as a result of the transfer or obligation.

185. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such

transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. B. RUDERMAN was the initial transferee of or for whose benefit the Four Year B. RUDERMAN Transfers were made.

186. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Four Year B. RUDERMAN Transfers, including but not limited to the Lenders.

187. The Four Year B. RUDERMAN Transfers constituted a transfer made by the Debtors for which the Debtors did not receive reasonably equivalent value in exchange for the same.

188. At the time of the Four Year B. RUDERMAN Transfers, the Debtors had creditors holding unsecured claims and was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtors were unreasonably small in relation to the business or transaction, or intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

189. The Four Year B. RUDERMAN Transfers are avoidable under Section 544 of the Bankruptcy Code and Sections 726.105(1)(b) and/or 726.106(1) of the Florida Statutes to the extent they were made within four years of the Petition Date.

190. As a result of the Four Year B. RUDERMAN Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(b), 726.106(1), 726.108 and 726.109, may avoid and recover the total value of such Four Year B. RUDERMAN Transfers from B. RUDERMAN.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, BLAKE RUDERMAN (a) determining that each of the Four Year B. RUDERMAN Transfers that were made within four years of the Petition Date is fraudulent and avoidable under

11 U.S.C. §544 and Section 726.105(1)(b) and/or 726.106(1) of the Florida Statutes; (b) avoiding each of such Four Year B. RUDERMAN Transfers and entering judgment in favor of Plaintiff against Defendant B. RUDERMAN in the aggregate amount of such Four Year B. RUDERMAN Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of such Four Year B. RUDERMAN Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant B. RUDERMAN may have against the Debtor's estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT XIII

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(b),
726.106(1), 726.108 AND 726.109
*(Against Green Tree Funding, LLC)***

191. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

192. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

193. The Plaintiff sues GREEN TREE FUNDING, LLC to avoid and recover avoidable transfers pursuant to Chapter 726, *et. seq.*, Florida Statutes, namely the Four Year GREEN TREE FUNDING Transfers.

194. Section 726.105(1)(b), Florida Statutes, provides:

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

* * *

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

(1) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

195. Further, Section 726.106(1), Florida Statutes, provides:

(1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation without receiving reasonably equivalent in value in exchange for the transfer or obligation and the debtor was insolvent at the time or the debtor became insolvent as a result of the transfer or obligation.

196. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. GREEN TREE FUNDING was the initial transferee of or for whose benefit the Four Year GREEN TREE FUNDING Transfers were made.

197. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Four Year GREEN TREE FUNDING Transfers, including but not limited to the Lenders.

198. The Four Year GREEN TREE FUNDING Transfers constituted a transfer made by the Debtors for which the Debtors did not receive reasonably equivalent value in exchange for the same.

199. At the time of the Four Year GREEN TREE FUNDING Transfers, the Debtors had creditors holding unsecured claims and was engaged or was about to engage in a business or a

transaction for which the remaining assets of the Debtors were unreasonably small in relation to the business or transaction, or intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

200. The Four Year GREEN TREE FUNDING Transfers are avoidable under Section 544 of the Bankruptcy Code and Sections 726.105(1)(b) and/or 726.106(1) of the Florida Statutes to the extent they were made within four years of the Petition Date.

201. As a result of the Four Year GREEN TREE FUNDING Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(b), 726.106(1), 726.108 and 726.109, may avoid and recover the total value of such Four Year GREEN TREE FUNDING Transfers from GREEN TREE FUNDING.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, GREEN TREE FUNDING, LLC (a) determining that each of the Four Year GREEN TREE FUNDING Transfers that were made within four years of the Petition Date is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(b) and/or 726.106(1) of the Florida Statutes; (b) avoiding each of such Four Year GREEN TREE FUNDING Transfers and entering judgment in favor of Plaintiff against Defendant GREEN TREE FUNDING in the aggregate amount of such Four Year GREEN TREE FUNDING Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of such Four Year GREEN TREE FUNDING Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant GREEN TREE FUNDING may have against the Debtor's estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT XIV

**AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §544 AND FLA. STAT. §§726.105(1)(b),
726.106(1), 726.108 AND 726.109
(Against Biogenics, LLC)**

202. The Plaintiff re-alleges paragraphs 1 through 51, as if fully set forth herein.

203. Pursuant to 11 U.S.C. §544(b)(1), the “trustee may avoid any transfer of an interest of the debtor in property ... that is voidable under applicable law by a creditor holding an unsecured claim....”

204. The Plaintiff sues BIOGENCS to avoid and recover avoidable transfers pursuant to Chapter 726, *et. seq.*, Florida Statutes, namely the Four Year BIOGENICS Transfers.

205. Section 726.105(1)(b), Florida Statutes, provides:

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

* * *

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

(1) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

206. Further, Section 726.106(1), Florida Statutes, provides:

(1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation without receiving reasonably equivalent in value in exchange for the transfer or obligation and the debtor was

insolvent at the time or the debtor became insolvent as a result of the transfer or obligation.

207. Further, under Chapter 726 of the Florida Statutes, the Plaintiff may recover, for the benefit of the estate, the value of the property transferred, from – (1) the first transferee of such transfer or the entity for whose benefit such transfer was made; and (2) any subsequent transferee of such first transferee. BIOGENICS was the initial transferee of or for whose benefit the Four Year BIOGENICS Transfers were made.

208. As set forth in the docket and proofs of claim filed in this Bankruptcy Case, there was at all relevant times an unsecured creditor with standing to avoid the Four Year BIOGENICS Transfers, including but not limited to the Lenders.

209. The Four Year BIOGENICS Transfers constituted a transfer made by the Debtors for which the Debtors did not receive reasonably equivalent value in exchange for the same.

210. At the time of the Four Year BIOGENICS Transfers, the Debtors had creditors holding unsecured claims and was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtors were unreasonably small in relation to the business or transaction, or intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

211. The Four Year BIOGENICS Transfers are avoidable under Section 544 of the Bankruptcy Code and Sections 726.105(1)(b) and/or 726.106(1) of the Florida Statutes to the extent they were made within four years of the Petition Date.

212. As a result of the Four Year BIOGENICS Transfers, the Debtors have been damaged and pursuant to Fla. Stat., §§726.105(1)(b), 726.106(1), 726.108 and 726.109, may avoid and recover the total value of such Four Year BIOGENICS Transfers from BIOGENICS.

WHEREFORE, Plaintiff, James S. Cassel, as Trustee, demands judgment against Defendant, BIOGENICS, LLC (a) determining that each of the Four BIOGENICS Transfers that were made within four years of the Petition Date is fraudulent and avoidable under 11 U.S.C. §544 and Section 726.105(1)(b) and/or 726.106(1) of the Florida Statutes; (b) avoiding each of such Four Year BIOGENICS Transfers and entering judgment in favor of Plaintiff against Defendant BIOGENICS in the aggregate amount of such Four Year BIOGENICS Transfers or in such amounts as are determined at trial, plus pre-judgment interest from the date of such Four Year BIOGENICS Transfers and post-judgment interest, and costs of suit, all pursuant to 11 U.S.C. §550; (c) disallowing any claim that Defendant BIOGENICS may have against the Debtor's estate, including without limitation, pursuant to and as provided in 11 U.S.C. §502(d); and (d) for such other and further relief as the Court deems just and proper.

COUNT XV

BREACH OF FIDUCIARY DUTY ***(Against Carl Ruderman)***

213. Plaintiff re-states and re-alleges paragraphs 1 through 51, as if fully set forth herein.

214. This is a claim under Fla. Stat. §605.04091 and common law for breach of fiduciary duty by the Plaintiff against C. RUDERMAN based upon his acts and omissions as the managing member, member, insider and control person of the Debtors, including without limitation, the transfers referenced above, to himself, his family members and his non-Debtor controlled entities as well as the activities outlined above relating to his breach of fiduciary duty and those evidence in the SEC Action and the exhibits pertaining thereto.

215. During at all times relevant herein, Defendant C. RUDERMAN was the owner, *de facto* owner and or the control person of the Debtors and, as such, owed the Debtors a fiduciary duty to discharge his duties in good faith, with the care of an ordinarily prudent officer, director or

manager in a like position would exercise and in a manner reasonably believed to be in the best interests of the Debtors.

216. Specifically, the duty of loyalty and good faith required C. RUDERMAN to put the interests of the Debtors above his own personal interests and those of his family and controlled entities, and was not limited to disloyalty in the classic sense; i.e., self-dealing, personal gain, or a cognizable conflict of interest, although such classic disloyalty was evidenced by C. RUDERMAN at all times relevant hereto. In addition, in discharging his duty of loyalty and good faith, C. RUDERMAN was required to act in good faith, and would be in breach of the duty of loyalty by acting with a purpose other than that of advancing the best interests of the Debtors, and by acting in violation of applicable law, or by failing to act in the face of a known duty to act, thereby demonstrating a conscious disregard for his responsibilities. C. RUDERMAN was also required to ensure that he did not display a lack of diligence that was more culpable than simple inattention or failure to be informed of all facts material to his decisions, such that it was qualitatively more culpable than simple negligence.

217. Additionally, the duty to exercise due care required C. RUDERMAN to use that amount of care which ordinarily careful and prudent persons would use in similar circumstances and to consider all material information reasonably available. In exercising the duty of due care, C. RUDERMAN could not engage in acts or omissions on behalf of the Debtors that were self-dealing, for personal or familial gain, to limit personal liability or which acts or omissions evidence a cognizable conflict of interests, or acts and omissions which resulted in a loss to Debtors arising from decisions that: (i) were ill-advised, uninformed or that failed to consider material information; (ii) constituted an unconsidered failure of C. RUDERMAN to act in circumstances in which due attention would arguably have prevented the loss; (iii) were based upon an

unintelligent or unadvised judgment; (iv) were grossly negligent, such as engaging in an irrational decision making process signifying more than ordinary inadvertence or inattention; or (v) resulted in a corporate strategy that reflected an indifference to the potential risk of harm to the Debtors, such that reasonable businesspersons would have carefully considered the obvious negative consequences. Moreover, the more significant the subject matter of the decision, the greater is the requirement to probe and consider alternatives. To further satisfy the duty of due care, a reasonable and informed deliberative process was required by attending meetings, asking questions, reviewing written materials, and otherwise becoming informed of relevant information reasonably available, and to seek the input of experts, such as investment bankers, attorneys, and accountants, and to obtain materially accurate information.

218. Based upon the application of the foregoing duties of loyalty, good faith and due care governing C. RUDERMAN, he knew, should have known and otherwise was required to act, among other things, as follows: (i) to refrain from transferring assets and permitting the transfer of assets of the Debtors, including but not limited to Lender funds being transferred to him for his personal benefit; to his family members for their respective use and benefit; to support his luxurious lifestyle with foreign vacations in Greece, custom tailored suits and clothing; (ii) to refrain from using the assets of the Debtors to pay for personal obligations, such as his mortgage; reimbursement for a son's rent; payment for his an another son's luxury automobiles (iii) while Debtors were insolvent or not paying its debts as they became due, to undertake sufficient and adequate measures to ensure that payments to third parties did not constitute preferential or fraudulent transfers to himself, his relatives, and his related entities or in their interests, which could and did result in a loss of assets of the Debtors; (iv) while Debtors were insolvent or not paying its debts as they became due, not to cause, allow or otherwise abdicate his duties by

allowing Debtors' assets and enterprise value to continue to decrease in value; (v) to refrain from active attempts to hinder, delay and defraud Debtors' creditors, that is the Lenders, by making and causing to be made misrepresentations to Debtors' creditors as to the true financial condition of Debtors including but not limited to misleading statements and representations of the presence and involvement of an independent auditor; (vii) to ensure that Debtors were not engaging in or otherwise permitting corporate waste; (vii) to refrain from causing, directly and indirectly, the Debtors to borrow money from the Lenders in violation of federal and state securities laws; and (ix) to otherwise avoid engaging in any of the acts described herein or in the SEC Action and the exhibits filed in support thereof (the "**Wrongful Acts**").

219. In regard to the facts alleged above involving the Wrongful Acts, C. RUDERMAN exhibited a knowing, conscious, grossly negligent or reckless disregard for the best interests of the Debtors and, except for his self-dealing and knowing, conscious, grossly negligent or reckless disregard of the facts, he should have known of the risk of damage that ultimately befell the Debtors.

220. Specifically, C. RUDERMAN actively engaged in breaches of fiduciary duties, and otherwise abdicated his fiduciary duties of loyalty, good faith, and due care owed to Debtors, with breaches that included, but are not limited to, those set forth in the Wrongful Acts.

221. Each of the above described Wrongful Acts adversely impacted and conferred no benefit to the Debtors, and as a direct and proximate result of same, caused damage to the Debtors.

WHEREFORE, Plaintiff demands the entry of judgment against C. RUDERMAN for compensatory damages, consequential damages, special damages and punitive damages resulting from the Wrongful Acts, including, but not limited to: (i) the decrease in the value of the Debtors' assets and enterprise value; (ii) the loss and depletion of material assets of the Debtors; (iii) the

increase in the Debtors' liabilities; (iv) the Debtors' deepening and increased insolvency as evidenced by, *inter alia*, the claims register maintained by the Clerk of the Court; (v) corporate waste; (vi) the loss of business opportunities; (vii) administrative fees and expenses incurred by the Debtors' estate during the Bankruptcy Case; (viii) the value of all avoidable transfers pursuant to Chapter 5 of the Bankruptcy Code and applicable law; and (ix) other damages as may be ascertained through discovery, plus pre-judgment and post-judgment interest, costs and for any other relief the Court deems appropriate.

Dated: July 26, 2020

GENOVESE JOBLOVE & BATTISTA, P.A.

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EXHIBIT A

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Biogenics - All

Date	Payment		Amount	Cumulative
	Type/No.	Bank Account		Total
11/14/2013	100007	Bank Of America - 0771	125,000.00	125,000.00
12/10/2013	178	Bank of America - 0386	7,400.00	132,400.00
02/05/2014	88	Bank Of America - 0771	70,000.00	202,400.00
02/27/2014		Bank Of America - 0771	32,000.00	234,400.00
03/04/2014		Bank Of America - 0771	5,000.00	239,400.00
03/06/2014		Bank Of America - 0771	130,000.00	369,400.00
04/03/2014		Bank Of America - 0771	160,000.00	529,400.00
04/25/2014		Bank Of America - 0771	80,000.00	609,400.00
05/07/2014		Bank Of America - 0771	50,000.00	659,400.00
05/20/2014	309	Bank Of America - 0771	100,000.00	759,400.00
05/27/2014		Bank Of America - 0771	125,000.00	884,400.00
06/02/2014	367	Bank Of America - 0771	200,000.00	1,084,400.00
06/11/2014	534	Bank Of America - 0771	30,000.00	1,114,400.00
06/17/2014	569	Bank Of America - 0771	65,000.00	1,179,400.00
06/23/2014	860	Bank Of America - 0771	30,000.00	1,209,400.00
07/01/2014		Bank Of America - 0771	130,000.00	1,339,400.00
07/16/2014	657	Bank Of America - 0771	90,000.00	1,429,400.00
07/18/2014	658	Bank Of America - 0771	60,000.00	1,489,400.00
07/24/2014	695CC	Bank Of America - 0771	50,000.00	1,539,400.00
03/05/2015		Bank Of America - 0771	100,000.00	1,639,400.00
03/10/2015	3654CC	Bank Of America - 0771	75,000.00	1,714,400.00
03/17/2015		Bank Of America - 0771	150,000.00	1,864,400.00
03/25/2015		Bank Of America - 0771	50,000.00	1,914,400.00
07/01/2015		Bank Of America - 0771	10,000.00	1,924,400.00
08/26/2015		Bank Of America - 0771	15,000.00	1,939,400.00
09/22/2015	569	Bank Of America - 0771	15,000.00	1,954,400.00
Total			1,954,400.00	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Biogenics - 4 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
03/05/2015		Bank Of America - 0771	100,000.00	100,000.00
03/10/2015	3654CC	Bank Of America - 0771	75,000.00	175,000.00
03/17/2015		Bank Of America - 0771	150,000.00	325,000.00
03/25/2015		Bank Of America - 0771	50,000.00	375,000.00
07/01/2015		Bank Of America - 0771	10,000.00	385,000.00
08/26/2015		Bank Of America - 0771	15,000.00	400,000.00
09/22/2015	569	Bank Of America - 0771	15,000.00	415,000.00
		Total	415,000.00	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Biogenics - 2 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
NONE				

EXHIBIT B

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Green Tree Funding - All

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
09/08/2016	No Number	Bank Of America - 0771	4,000.00	4,000.00
10/04/2016	100416RK	Bank Of America - 0771	6,000.00	10,000.00
10/13/2016	101316RK	Bank Of America - 0771	43,700.00	53,700.00
11/15/2016	No Number	Bank Of America - 0771	10,000.00	63,700.00
12/01/2016	120116RK	Bank Of America - 0771	15,000.00	78,700.00
01/12/2017	220919RK	Bank Of America - 0771	30,000.00	108,700.00
01/19/2017	No Number	Bank Of America - 0771	10,000.00	118,700.00
01/26/2017	220919RK	Bank Of America - 0771	10,000.00	128,700.00
02/08/2017	220919RK	Bank Of America - 0771	24,381.44	153,081.44
02/28/2017	DAB123017	Bank Of America - 0771	10,000.00	163,081.44
03/08/2017		Bank Of America - 0771	50,000.00	213,081.44
03/23/2017		Bank Of America - 0771	10,000.00	223,081.44
03/30/2017		Bank Of America - 0771	10,000.00	233,081.44
04/05/2017		Bank Of America - 0771	18,000.00	251,081.44
05/04/2017		Bank Of America - 0771	20,732.38	271,813.82
05/05/2017		Bank Of America - 0771	5,000.00	276,813.82
05/09/2017		Bank Of America - 0771	10,000.00	286,813.82
05/15/2017	I/C GT	Bank Of America - 0771	2,500.00	289,313.82
07/26/2017		Bank Of America - 0771	50,000.00	339,313.82
08/09/2017		Bank Of America - 0771	25,000.00	364,313.82
		Total	<u>364,313.82</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Green Tree Funding - 4 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
09/08/2016	No Number	Bank Of America - 0771	4,000.00	4,000.00
10/04/2016	100416RK	Bank Of America - 0771	6,000.00	10,000.00
10/13/2016	101316RK	Bank Of America - 0771	43,700.00	53,700.00
11/15/2016	No Number	Bank Of America - 0771	10,000.00	63,700.00
12/01/2016	120116RK	Bank Of America - 0771	15,000.00	78,700.00
01/12/2017	220919RK	Bank Of America - 0771	30,000.00	108,700.00
01/19/2017	No Number	Bank Of America - 0771	10,000.00	118,700.00
01/26/2017	220919RK	Bank Of America - 0771	10,000.00	128,700.00
02/08/2017	220919RK	Bank Of America - 0771	24,381.44	153,081.44
02/28/2017	DAB123017	Bank Of America - 0771	10,000.00	163,081.44
03/08/2017		Bank Of America - 0771	50,000.00	213,081.44
03/23/2017		Bank Of America - 0771	10,000.00	223,081.44
03/30/2017		Bank Of America - 0771	10,000.00	233,081.44
04/05/2017		Bank Of America - 0771	18,000.00	251,081.44
05/04/2017		Bank Of America - 0771	20,732.38	271,813.82
05/05/2017		Bank Of America - 0771	5,000.00	276,813.82
05/09/2017		Bank Of America - 0771	10,000.00	286,813.82
05/15/2017	I/C GT	Bank Of America - 0771	2,500.00	289,313.82
07/26/2017		Bank Of America - 0771	50,000.00	339,313.82
08/09/2017		Bank Of America - 0771	25,000.00	364,313.82
		Total	<u>364,313.82</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Green Tree Funding - 2 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
09/08/2016	No Number	Bank Of America - 0771	4,000.00	4,000.00
10/04/2016	100416RK	Bank Of America - 0771	6,000.00	10,000.00
10/13/2016	101316RK	Bank Of America - 0771	43,700.00	53,700.00
11/15/2016	No Number	Bank Of America - 0771	10,000.00	63,700.00
12/01/2016	120116RK	Bank Of America - 0771	15,000.00	78,700.00
01/12/2017	220919RK	Bank Of America - 0771	30,000.00	108,700.00
01/19/2017	No Number	Bank Of America - 0771	10,000.00	118,700.00
01/26/2017	220919RK	Bank Of America - 0771	10,000.00	128,700.00
02/08/2017	220919RK	Bank Of America - 0771	24,381.44	153,081.44
02/28/2017	DAB123017	Bank Of America - 0771	10,000.00	163,081.44
03/08/2017		Bank Of America - 0771	50,000.00	213,081.44
03/23/2017		Bank Of America - 0771	10,000.00	223,081.44
03/30/2017		Bank Of America - 0771	10,000.00	233,081.44
04/05/2017		Bank Of America - 0771	18,000.00	251,081.44
05/04/2017		Bank Of America - 0771	20,732.38	271,813.82
05/05/2017		Bank Of America - 0771	5,000.00	276,813.82
05/09/2017		Bank Of America - 0771	10,000.00	286,813.82
05/15/2017	I/C GT	Bank Of America - 0771	2,500.00	289,313.82
07/26/2017		Bank Of America - 0771	50,000.00	339,313.82
08/09/2017		Bank Of America - 0771	25,000.00	364,313.82
		Total	<u>364,313.82</u>	

EXHIBIT C

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Carl Ruderman

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
04/02/2014	100095	Bank Of America - 0771	400.00	400.00
08/13/2014	WT08132014	Bank Of America - 0771	3,977.72	4,377.72
09/10/2014	WT09102014	Bank Of America - 0771	3,977.72	8,355.44
10/10/2014	431CC	Bank Of America - 0771	3,977.72	12,333.16
11/05/2014	WT11052014	Bank Of America - 0771	3,977.72	16,310.88
12/10/2014		Bank Of America - 0771	3,977.72	20,288.60
01/02/2015		Bank Of America - 0771	3,977.72	24,266.32
02/05/2015		Bank Of America - 0771	3,977.72	28,244.04
03/12/2015	wire	Bank Of America - 0771	3,977.72	32,221.76
04/03/2015	WT04032015	Bank Of America - 3748	7,500.00	39,721.76
04/03/2015	WT04032015	Bank Of America - 3748	4,369.82	44,091.58
04/06/2015		Bank Of America - 0771	52,000.00	96,091.58
04/08/2015		Bank Of America - 0771	3,977.72	100,069.30
05/06/2015		Bank Of America - 0771	3,977.72	104,047.02
05/20/2015		Bank Of America - 0771	28,000.00	132,047.02
12/30/2015		Bank Of America - 0771	10,000.00	142,047.02
02/16/2016		Bank Of America - 0771	32,000.00	174,047.02
02/26/2016		Bank Of America - 0771	10,000.00	184,047.02
04/12/2016		Bank Of America - 0771	1,200.00	185,247.02
05/18/2016		Bank Of America - 0771	18,000.00	203,247.02
07/15/2016	DAB071516	Bank Of America - 0771	28,000.00	231,247.02
07/21/2016	DAB072116	Bank Of America - 0771	8,151.45	239,398.47
08/05/2016	DAB080516	Bank Of America - 0771	103,000.00	342,398.47
09/23/2016	9232016	Bank Of America - 0771	20,517.08	362,915.55
10/28/2016	DAB102816	Bank Of America - 0771	15,000.00	377,915.55
11/10/2016	DAB111016	Bank Of America - 0771	75,000.00	452,915.55
12/02/2016	060218PR SG	City National Bank-LndrAcc-	537,140.62	990,056.17
02/03/2017	102361	Bank Of America - 0771	4,000.00	994,056.17
03/02/2017		Bank Of America - 0771	11,000.00	1,005,056.17
04/17/2017	102638	Bank Of America - 0771	3,000.00	1,008,056.17
05/05/2017		Bank Of America - 0771	34,038.00	1,042,094.17
Total			<u>1,042,094.17</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Carl Ruderman - 4 year history

Date	Payment	Bank Account	Amount	Cumulative
	Type/No.			Total
08/13/2014	WT08132014	Bank Of America - 0771	3,977.72	3,977.72
09/10/2014	WT09102014	Bank Of America - 0771	3,977.72	7,955.44
10/10/2014	431CC	Bank Of America - 0771	3,977.72	11,933.16
11/05/2014	WT11052014	Bank Of America - 0771	3,977.72	15,910.88
12/10/2014		Bank Of America - 0771	3,977.72	19,888.60
01/02/2015		Bank Of America - 0771	3,977.72	23,866.32
02/05/2015		Bank Of America - 0771	3,977.72	27,844.04
03/12/2015	wire	Bank Of America - 0771	3,977.72	31,821.76
04/03/2015	WT04032015	Bank Of America - 3748	7,500.00	39,321.76
04/03/2015	WT04032015	Bank Of America - 3748	4,369.82	43,691.58
04/06/2015		Bank Of America - 0771	52,000.00	95,691.58
04/08/2015		Bank Of America - 0771	3,977.72	99,669.30
05/06/2015		Bank Of America - 0771	3,977.72	103,647.02
05/20/2015		Bank Of America - 0771	28,000.00	131,647.02
12/30/2015		Bank Of America - 0771	10,000.00	141,647.02
02/16/2016		Bank Of America - 0771	32,000.00	173,647.02
02/26/2016		Bank Of America - 0771	10,000.00	183,647.02
04/12/2016		Bank Of America - 0771	1,200.00	184,847.02
05/18/2016		Bank Of America - 0771	18,000.00	202,847.02
07/15/2016	DAB071516	Bank Of America - 0771	28,000.00	230,847.02
07/21/2016	DAB072116	Bank Of America - 0771	8,151.45	238,998.47
08/05/2016	DAB080516	Bank Of America - 0771	103,000.00	341,998.47
09/23/2016	9232016	Bank Of America - 0771	20,517.08	362,515.55
10/28/2016	DAB102816	Bank Of America - 0771	15,000.00	377,515.55
11/10/2016	DAB111016	Bank Of America - 0771	75,000.00	452,515.55
12/02/2016	060218PR SG	City National Bank-LndrAcc-	537,140.62	989,656.17
02/03/2017	102361	Bank Of America - 0771	4,000.00	993,656.17
03/02/2017		Bank Of America - 0771	11,000.00	1,004,656.17
04/17/2017	102638	Bank Of America - 0771	3,000.00	1,007,656.17
05/05/2017		Bank Of America - 0771	34,038.00	1,041,694.17
	Total		<u>1,041,694.17</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Carl Ruderman - 2 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
08/05/2016	DAB080516	Bank Of America - 0771	103,000.00	103,000.00
09/23/2016	9232016	Bank Of America - 0771	20,517.08	123,517.08
10/28/2016	DAB102816	Bank Of America - 0771	15,000.00	138,517.08
11/10/2016	DAB111016	Bank Of America - 0771	75,000.00	213,517.08
12/02/2016	060218PR SG	City National Bank-LndrAcc-	537,140.62	750,657.70
02/03/2017	102361	Bank Of America - 0771	4,000.00	754,657.70
03/02/2017		Bank Of America - 0771	11,000.00	765,657.70
04/17/2017	102638	Bank Of America - 0771	3,000.00	768,657.70
05/05/2017		Bank Of America - 0771	34,038.00	802,695.70
	Total		<u>802,695.70</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Mercedes Benz Financial Services

Date	Payment	Bank Account	Amount	Cumulative
	Type/No.			Total
06/23/2017	ByPhone	Bank Of America - 0771	2,890.95	2,890.95
06/26/2017		Bank Of America - 0771	15.00	2,905.95
09/19/2017	PHONEPMT	Bank Of America - 0771	978.65	3,884.60
10/16/2017	ACH101617	Bank Of America - 0771	978.65	4,863.25
12/18/2017	EFT121817	City National Bank-OprAcct-1825	1,116.69	5,979.94
01/15/2018	EFT011518	City National Bank-OprAcct-1825	1,116.69	7,096.63
02/16/2018	ACH021618	City National Bank-OprAcct-1825	1,116.69	8,213.32
03/16/2018	ACH031618	City National Bank-OprAcct-1825	1,116.69	9,330.01
04/16/2018	ACH041618	City National Bank-OprAcct-1825	1,116.69	10,446.70
05/16/2018	ACH051618	City National Bank-OprAcct-1825	1,116.69	11,563.39
06/18/2018	ACH061818	City National Bank-OprAcct-1825	1,116.69	12,680.08
07/16/2018	ACH071618	City National Bank-OprAcct-1825	1,116.69	13,796.77
	Total		<u>13,796.77</u>	

EXHIBIT D

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Blake Ruderman

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
02/07/2014	100053	Bank Of America - 0771	1,600.00	1,600.00
04/01/2015		Bank Of America - 0771	267.12	1,867.12
05/01/2015	ETF0428215	Bank Of America - 0771	616.44	2,483.56
06/01/2015		Bank Of America - 0771	636.99	3,120.55
07/01/2015		Bank Of America - 0771	616.44	3,736.99
08/03/2015		Bank Of America - 0771	636.98	4,373.97
09/01/2015		Bank Of America - 0771	636.99	5,010.96
09/11/2015	ACH91115SR	Bank Of America - 0771	971.58	5,982.54
09/18/2015	ACH91815SR	Bank Of America - 0771	2,914.77	8,897.31
09/25/2015	ACH92515SR	Bank Of America - 0771	4,857.97	13,755.28
10/01/2015		Bank Of America - 0771	616.44	14,371.72
10/02/2015	100215SR	Bank Of America - 0771	2,146.51	16,518.23
10/09/2015	100915SR	Bank Of America - 0771	5,100.90	21,619.13
10/16/2015	101615SR	Bank Of America - 0771	2,914.80	24,533.93
10/23/2015	102315SR	Bank Of America - 0771	2,914.80	27,448.73
10/30/2015	103015SR	Bank Of America - 0771	2,914.80	30,363.53
11/02/2015		Bank Of America - 0771	636.98	31,000.51
11/06/2015	110615SR	Bank Of America - 0771	4,372.20	35,372.71
11/13/2015	111315SR	Bank Of America - 0771	2,914.80	38,287.51
11/17/2015	100982	Bank Of America - 0771	519.89	38,807.40
11/20/2015	112015SR	Bank Of America - 0771	3,643.50	42,450.90
11/30/2015	113015SR	Bank Of America - 0771	2,914.80	45,365.70
12/01/2015		Bank Of America - 0771	616.44	45,982.14
12/04/2015	120415SR	Bank Of America - 0771	3,643.50	49,625.64
12/11/2015	121115SR	Bank Of America - 0771	3,643.50	53,269.14
12/18/2015	121815SR	Bank Of America - 0771	3,643.50	56,912.64
12/28/2015	122815SR	Bank Of America - 0771	3,643.50	60,556.14
12/31/2015	123115SR	Bank Of America - 0771	2,186.10	62,742.24
01/04/2016		Bank Of America - 0771	636.99	63,379.23
01/07/2016	7278LK	Bank Of America - 0771	1,699.20	65,078.43
01/08/2016		Bank Of America - 0771	3,643.50	68,721.93
01/31/2016	012016PD	Bank Of America - 0771	5,139.98	73,861.91
02/01/2016		Bank Of America - 0771	636.99	74,498.90
02/12/2016		Bank Of America - 0771	1,124.68	75,623.58
03/01/2016		Bank Of America - 0771	595.89	76,219.47
04/01/2016		Bank Of America - 0771	636.98	76,856.45
04/12/2016	033117OK	Bank Of America - 0771	443.68	77,300.13
04/30/2016	101414	Bank Of America - 0771	499.17	77,799.30
05/02/2016		Bank Of America - 0771	616.44	78,415.74
06/01/2016	060116	Bank Of America - 0771	636.99	79,052.73

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Blake Ruderman

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
06/08/2016	101480	Bank Of America - 0771	417.50	79,470.23
07/01/2016	32801OK	Bank Of America - 0771	616.44	80,086.67
08/01/2016	No Number	Bank Of America - 0771	636.98	80,723.65
09/01/2016	No Number	Bank Of America - 0771	636.99	81,360.64
10/03/2016	No Number	Bank Of America - 0771	616.44	81,977.08
11/01/2016	ACH	Bank Of America - 0771	636.98	82,614.06
12/05/2016	ACH 120516	Bank Of America - 0771	616.44	83,230.50
01/09/2017	ACH010917	Bank Of America - 0771	636.99	83,867.49
02/02/2017	EFT020217	Bank Of America - 0771	636.99	84,504.48
03/10/2017	EFT031017	Bank Of America - 0771	636.99	85,141.47
04/03/2017	ACH040317	Bank Of America - 0771	575.34	85,716.81
05/10/2017	EFT051017	Bank Of America - 0771	616.44	86,333.25
06/06/2017	ACH60617	Bank Of America - 0771	636.99	86,970.24
07/06/2017	ACH070617	Bank Of America - 0771	616.44	87,586.68
08/10/2017	ACH081017	Bank Of America - 0771	636.99	88,223.67
09/05/2017	ACH090517	Bank Of America - 0771	636.99	88,860.66
10/10/2017	ACH101017	Bank Of America - 0771	616.44	89,477.10
11/03/2017	ACH100317	Bank Of America - 0771	636.99	90,114.09
12/05/2017	ACH120517	Bank Of America - 0771	616.44	90,730.53
01/02/2018	200080	City National Bank-OprAcct-1825	636.99	91,367.52
02/06/2018	B#179153	City National Bank-LndrAcc-5933	636.99	92,004.51
03/22/2018	B183131	City National Bank-LndrAcc-5933	575.34	92,579.85
05/02/2018	B186969	City National Bank-LndrAcc-5933	1,253.43	93,833.28
06/15/2018	B191114	City National Bank-LndrAcc-5933	636.99	94,470.27
07/06/2018	B193538	City National Bank-LndrAcc-5933	616.44	95,086.71
07/16/2018	072718SS	Bridge Bank - 1605	15,000.00	110,086.71
Total			<u>110,086.71</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Blake Ruderman - 4 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
04/01/2015		Bank Of America - 0771	267.12	267.12
05/01/2015	ETF0428215	Bank Of America - 0771	616.44	883.56
06/01/2015		Bank Of America - 0771	636.99	1,520.55
07/01/2015		Bank Of America - 0771	616.44	2,136.99
08/03/2015		Bank Of America - 0771	636.98	2,773.97
09/01/2015		Bank Of America - 0771	636.99	3,410.96
09/11/2015	ACH91115SR	Bank Of America - 0771	971.58	4,382.54
09/18/2015	ACH91815SR	Bank Of America - 0771	2,914.77	7,297.31
09/25/2015	ACH92515SR	Bank Of America - 0771	4,857.97	12,155.28
10/01/2015		Bank Of America - 0771	616.44	12,771.72
10/02/2015	100215SR	Bank Of America - 0771	2,146.51	14,918.23
10/09/2015	100915SR	Bank Of America - 0771	5,100.90	20,019.13
10/16/2015	101615SR	Bank Of America - 0771	2,914.80	22,933.93
10/23/2015	102315SR	Bank Of America - 0771	2,914.80	25,848.73
10/30/2015	103015SR	Bank Of America - 0771	2,914.80	28,763.53
11/02/2015		Bank Of America - 0771	636.98	29,400.51
11/06/2015	110615SR	Bank Of America - 0771	4,372.20	33,772.71
11/13/2015	111315SR	Bank Of America - 0771	2,914.80	36,687.51
11/17/2015	100982	Bank Of America - 0771	519.89	37,207.40
11/20/2015	112015SR	Bank Of America - 0771	3,643.50	40,850.90
11/30/2015	113015SR	Bank Of America - 0771	2,914.80	43,765.70
12/01/2015		Bank Of America - 0771	616.44	44,382.14
12/04/2015	120415SR	Bank Of America - 0771	3,643.50	48,025.64
12/11/2015	121115SR	Bank Of America - 0771	3,643.50	51,669.14
12/18/2015	121815SR	Bank Of America - 0771	3,643.50	55,312.64
12/28/2015	122815SR	Bank Of America - 0771	3,643.50	58,956.14
12/31/2015	123115SR	Bank Of America - 0771	2,186.10	61,142.24
01/04/2016		Bank Of America - 0771	636.99	61,779.23
01/07/2016	7278LK	Bank Of America - 0771	1,699.20	63,478.43
01/08/2016		Bank Of America - 0771	3,643.50	67,121.93
01/31/2016	012016PD	Bank Of America - 0771	5,139.98	72,261.91
02/01/2016		Bank Of America - 0771	636.99	72,898.90
02/12/2016		Bank Of America - 0771	1,124.68	74,023.58
03/01/2016		Bank Of America - 0771	595.89	74,619.47
04/01/2016		Bank Of America - 0771	636.98	75,256.45
04/12/2016	033117OK	Bank Of America - 0771	443.68	75,700.13
04/30/2016	101414	Bank Of America - 0771	499.17	76,199.30
05/02/2016		Bank Of America - 0771	616.44	76,815.74
06/01/2016	060116	Bank Of America - 0771	636.99	77,452.73
06/08/2016	101480	Bank Of America - 0771	417.50	77,870.23

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Blake Ruderman - 4 year history

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
07/01/2016	32801OK	Bank Of America - 0771	616.44	78,486.67
08/01/2016	No Number	Bank Of America - 0771	636.98	79,123.65
09/01/2016	No Number	Bank Of America - 0771	636.99	79,760.64
10/03/2016	No Number	Bank Of America - 0771	616.44	80,377.08
11/01/2016	ACH	Bank Of America - 0771	636.98	81,014.06
12/05/2016	ACH 120516	Bank Of America - 0771	616.44	81,630.50
01/09/2017	ACH010917	Bank Of America - 0771	636.99	82,267.49
02/02/2017	EFT020217	Bank Of America - 0771	636.99	82,904.48
03/10/2017	EFT031017	Bank Of America - 0771	636.99	83,541.47
04/03/2017	ACH040317	Bank Of America - 0771	575.34	84,116.81
05/10/2017	EFT051017	Bank Of America - 0771	616.44	84,733.25
06/06/2017	ACH60617	Bank Of America - 0771	636.99	85,370.24
07/06/2017	ACH070617	Bank Of America - 0771	616.44	85,986.68
08/10/2017	ACH081017	Bank Of America - 0771	636.99	86,623.67
09/05/2017	ACH090517	Bank Of America - 0771	636.99	87,260.66
10/10/2017	ACH101017	Bank Of America - 0771	616.44	87,877.10
11/03/2017	ACH100317	Bank Of America - 0771	636.99	88,514.09
12/05/2017	ACH120517	Bank Of America - 0771	616.44	89,130.53
01/02/2018	200080	City National Bank-OprAcct-1825	636.99	89,767.52
02/06/2018	B#179153	City National Bank-LndrAcc-5933	636.99	90,404.51
03/22/2018	B183131	City National Bank-LndrAcc-5933	575.34	90,979.85
05/02/2018	B186969	City National Bank-LndrAcc-5933	1,253.43	92,233.28
06/15/2018	B191114	City National Bank-LndrAcc-5933	636.99	92,870.27
07/06/2018	B193538	City National Bank-LndrAcc-5933	616.44	93,486.71
07/16/2018	072718SS	Bridge Bank - 1605	15,000.00	108,486.71
	Total		<u>108,486.71</u>	

1 GC Collections Creditors' Liquidating Trust**Transfers to or on behalf of Carl Ruderman****Payee: Blake Ruderman - 2 year history**

Date	Payment Type/No.	Bank Account	Amount	Cumulative Total
08/01/2016	No Number	Bank Of America - 0771	636.98	636.98
09/01/2016	No Number	Bank Of America - 0771	636.99	1,273.97
10/03/2016	No Number	Bank Of America - 0771	616.44	1,890.41
11/01/2016	ACH	Bank Of America - 0771	636.98	2,527.39
12/05/2016	ACH 120516	Bank Of America - 0771	616.44	3,143.83
01/09/2017	ACH010917	Bank Of America - 0771	636.99	3,780.82
02/02/2017	EFT020217	Bank Of America - 0771	636.99	4,417.81
03/10/2017	EFT031017	Bank Of America - 0771	636.99	5,054.80
04/03/2017	ACH040317	Bank Of America - 0771	575.34	5,630.14
05/10/2017	EFT051017	Bank Of America - 0771	616.44	6,246.58
06/06/2017	ACH60617	Bank Of America - 0771	636.99	6,883.57
07/06/2017	ACH070617	Bank Of America - 0771	616.44	7,500.01
08/10/2017	ACH081017	Bank Of America - 0771	636.99	8,137.00
09/05/2017	ACH090517	Bank Of America - 0771	636.99	8,773.99
10/10/2017	ACH101017	Bank Of America - 0771	616.44	9,390.43
11/03/2017	ACH100317	Bank Of America - 0771	636.99	10,027.42
12/05/2017	ACH120517	Bank Of America - 0771	616.44	10,643.86
01/02/2018	200080	City National Bank-OprAcct-1825	636.99	11,280.85
02/06/2018	B#179153	City National Bank-LndrAcc-5933	636.99	11,917.84
03/22/2018	B183131	City National Bank-LndrAcc-5933	575.34	12,493.18
05/02/2018	B186969	City National Bank-LndrAcc-5933	1,253.43	13,746.61
06/15/2018	B191114	City National Bank-LndrAcc-5933	636.99	14,383.60
07/06/2018	B193538	City National Bank-LndrAcc-5933	616.44	15,000.04
07/16/2018	072718SS	Bridge Bank - 1605	15,000.00	30,000.04
Total			<u>30,000.04</u>	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Audi Financial Services

Date	Payment	Bank Account	Amount	Cumulative
	Type/No.			Total
01/19/2016	2194OK	Bank Of America - 0771	1,097.23	1,097.23
02/19/2016		Bank Of America - 0771	1,097.23	2,194.46
03/22/2016	W032216	Bank Of America - 0771	1,097.23	3,291.69
04/19/2016	31818OK	Bank Of America - 0771	1,097.23	4,388.92
05/19/2016	051916LK-1	Bank Of America - 0771	1,097.23	5,486.15
06/20/2016	062016LR-1	Bank Of America - 0771	1,097.23	6,583.38
07/19/2016	6757/68398O	Bank Of America - 0771	1,097.23	7,680.61
08/22/2016	W1382362409	Bank Of America - 0771	1,097.23	8,777.84
09/22/2016	194536OK	Bank Of America - 0771	1,097.23	9,875.07
10/21/2016	No Number	Bank Of America - 0771	1,097.23	10,972.30
11/09/2016	194536OK	Bank Of America - 0771	1,097.23	12,069.53
12/09/2016	194536OK	Bank Of America - 0771	1,097.23	13,166.76
01/24/2017	EFT012317	Bank Of America - 0771	1,117.93	14,284.69
02/08/2017	EFT020817	Bank Of America - 0771	1,097.23	15,381.92
03/14/2017	EFT031017	Bank Of America - 0771	1,107.58	16,489.50
Total			<u>16,489.50</u>	

EXHIBIT E

1 GC Collections Creditors' Liquidating Trust**Transfers to or on behalf of Carl Ruderman****Payee: Svetlana Ruderman - All**

Payment			Cumulative	
Date	Type/No.	Bank Account	Amount	Total
02/03/2014	100052	Bank Of America - 0771	3,127.10	3,127.10
03/04/2014	100062	Bank Of America - 0771	660.44	3,787.54
04/29/2014	100118	Bank Of America - 0771	707.62	4,495.16
06/02/2014	100144	Bank Of America - 0771	731.21	5,226.37
07/01/2014	100170	Bank Of America - 0771	1,438.83	6,665.20
07/31/2014	100196	Bank Of America - 0771	731.21	7,396.41
09/05/2014	100216	Bank Of America - 0771	931.21	8,327.62
10/01/2014	100244	Bank Of America - 0771	507.62	8,835.24
11/03/2014	100268	Bank Of America - 0771	731.21	9,566.45
12/01/2014	100297	Bank Of America - 0771	707.62	10,274.07
01/02/2015	100327	Bank Of America - 0771	731.20	11,005.27
02/02/2015	100393	Bank Of America - 0771	700.68	11,705.95
03/02/2015	100472	Bank Of America - 0771	632.88	12,338.83
04/01/2015	100527	Bank Of America - 0771	700.69	13,039.52
05/01/2015	100589	Bank Of America - 0771	678.08	13,717.60
06/01/2015	100649	Bank Of America - 0771	700.68	14,418.28
06/04/2015		Cash - Clearing (1GC)	300,000.00	314,418.28
06/04/2015		Cash - Clearing (1GC)	135,008.63	449,426.91
07/01/2015	100703	Bank Of America - 0771	5,326.12	454,753.03
09/01/2015	100841	Bank Of America - 0771	1,580.14	456,333.17
10/01/2015	100888	Bank Of America - 0771	678.09	457,011.26
11/02/2015	100937	Bank Of America - 0771	700.68	457,711.94
12/01/2015	101006	Bank Of America - 0771	678.08	458,390.02
01/04/2016	101064	Bank Of America - 0771	700.69	459,090.71
02/01/2016	101133	Bank Of America - 0771	700.68	459,791.39
03/01/2016	101207	Bank Of America - 0771	655.48	460,446.87
04/01/2016	101298	Bank Of America - 0771	700.69	461,147.56
05/02/2016	101392	Bank Of America - 0771	678.08	461,825.64
06/03/2016	101454	Bank Of America - 0771	700.69	462,526.33
07/05/2016	101563	Bank Of America - 0771	678.08	463,204.41
08/03/2016	101658	Bank Of America - 0771	700.68	463,905.09
08/23/2016	DAB11486	Bank Of America - 0771	313,684.93	777,590.02
09/02/2016	101763	Bank Of America - 0771	700.69	778,290.71
09/30/2016	101852	Bank Of America - 0771	678.08	778,968.79
10/31/2016	101943	Bank Of America - 0771	700.69	779,669.48
12/02/2016	102044	Bank Of America - 0771	678.08	780,347.56
12/18/2016	102155	Bank Of America - 0771	700.69	781,048.25
02/03/2017	102356	Bank Of America - 0771	700.68	781,748.93
03/09/2017	102489	Bank Of America - 0771	700.68	782,449.61
04/03/2017	102601	Bank Of America - 0771	632.89	783,082.50

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Svetlana Ruderman - All

Payment			Cumulative	
Date	Type/No.	Bank Account	Amount	Total
05/10/2017	102754	Bank Of America - 0771	678.08	783,760.58
06/06/2017	102889	Bank Of America - 0771	700.68	784,461.26
08/09/2017	103676	Bank Of America - 0771	1,378.76	785,840.02
09/05/2017	103788	Bank Of America - 0771	700.68	786,540.70
10/09/2017	103908	Bank Of America - 0771	678.08	787,218.78
11/03/2017	104012	Bank Of America - 0771	700.68	787,919.46
12/04/2017	104131	Bank Of America - 0771	678.08	788,597.54
01/02/2018	200085	City National Bank-OprAcct-1825	700.68	789,298.22
02/07/2018	200223	City National Bank-OprAcct-1825	700.68	789,998.90
03/19/2018	200404	City National Bank-OprAcct-1825	632.88	790,631.78
05/02/2018	200586	City National Bank-OprAcct-1825	678.08	791,309.86
06/13/2018	200760	City National Bank-OprAcct-1825	700.68	792,010.54
07/13/2018	103	Bridge Bank Checking - 3270	678.08	792,688.62
Total			792,688.62	

1 GC Collections Creditors' Liquidating Trust**Transfers to or on behalf of Carl Ruderman****Payee: Svetlana Ruderman - 4 year history**

Payment			Cumulative	
Date	Type/No.	Bank Account	Amount	Total
07/31/2014	100196	Bank Of America - 0771	731.21	731.21
09/05/2014	100216	Bank Of America - 0771	931.21	1,662.42
10/01/2014	100244	Bank Of America - 0771	507.62	2,170.04
11/03/2014	100268	Bank Of America - 0771	731.21	2,901.25
12/01/2014	100297	Bank Of America - 0771	707.62	3,608.87
01/02/2015	100327	Bank Of America - 0771	731.20	4,340.07
02/02/2015	100393	Bank Of America - 0771	700.68	5,040.75
03/02/2015	100472	Bank Of America - 0771	632.88	5,673.63
04/01/2015	100527	Bank Of America - 0771	700.69	6,374.32
05/01/2015	100589	Bank Of America - 0771	678.08	7,052.40
06/01/2015	100649	Bank Of America - 0771	700.68	7,753.08
06/04/2015		Cash - Clearing (1GC)	300,000.00	307,753.08
06/04/2015		Cash - Clearing (1GC)	135,008.63	442,761.71
07/01/2015	100703	Bank Of America - 0771	5,326.12	448,087.83
09/01/2015	100841	Bank Of America - 0771	1,580.14	449,667.97
10/01/2015	100888	Bank Of America - 0771	678.09	450,346.06
11/02/2015	100937	Bank Of America - 0771	700.68	451,046.74
12/01/2015	101006	Bank Of America - 0771	678.08	451,724.82
01/04/2016	101064	Bank Of America - 0771	700.69	452,425.51
02/01/2016	101133	Bank Of America - 0771	700.68	453,126.19
03/01/2016	101207	Bank Of America - 0771	655.48	453,781.67
04/01/2016	101298	Bank Of America - 0771	700.69	454,482.36
05/02/2016	101392	Bank Of America - 0771	678.08	455,160.44
06/03/2016	101454	Bank Of America - 0771	700.69	455,861.13
07/05/2016	101563	Bank Of America - 0771	678.08	456,539.21
08/03/2016	101658	Bank Of America - 0771	700.68	457,239.89
08/23/2016	DAB11486	Bank Of America - 0771	313,684.93	770,924.82
09/02/2016	101763	Bank Of America - 0771	700.69	771,625.51
09/30/2016	101852	Bank Of America - 0771	678.08	772,303.59
10/31/2016	101943	Bank Of America - 0771	700.69	773,004.28
12/02/2016	102044	Bank Of America - 0771	678.08	773,682.36
12/18/2016	102155	Bank Of America - 0771	700.69	774,383.05
02/03/2017	102356	Bank Of America - 0771	700.68	775,083.73
03/09/2017	102489	Bank Of America - 0771	700.68	775,784.41
04/03/2017	102601	Bank Of America - 0771	632.89	776,417.30
05/10/2017	102754	Bank Of America - 0771	678.08	777,095.38
06/06/2017	102889	Bank Of America - 0771	700.68	777,796.06
08/09/2017	103676	Bank Of America - 0771	1,378.76	779,174.82
09/05/2017	103788	Bank Of America - 0771	700.68	779,875.50
10/09/2017	103908	Bank Of America - 0771	678.08	780,553.58

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Svetlana Ruderman - 4 year history

Payment			Cumulative	
Date	Type/No.	Bank Account	Amount	Total
11/03/2017	104012	Bank Of America - 0771	700.68	781,254.26
12/04/2017	104131	Bank Of America - 0771	678.08	781,932.34
01/02/2018	200085	City National Bank-OprAcct-1825	700.68	782,633.02
02/07/2018	200223	City National Bank-OprAcct-1825	700.68	783,333.70
03/19/2018	200404	City National Bank-OprAcct-1825	632.88	783,966.58
05/02/2018	200586	City National Bank-OprAcct-1825	678.08	784,644.66
06/13/2018	200760	City National Bank-OprAcct-1825	700.68	785,345.34
07/13/2018	103	Bridge Bank Checking - 3270	678.08	786,023.42
Total			786,023.42	

1 GC Collections Creditors' Liquidating Trust

Transfers to or on behalf of Carl Ruderman

Payee: Svetlana Ruderman - 2 year history

Payment			Cumulative	
Date	Type/No.	Bank Account	Amount	Total
08/03/2016	101658	Bank Of America - 0771	700.68	700.68
08/23/2016	DAB11486	Bank Of America - 0771	313,684.93	314,385.61
09/02/2016	101763	Bank Of America - 0771	700.69	315,086.30
09/30/2016	101852	Bank Of America - 0771	678.08	315,764.38
10/31/2016	101943	Bank Of America - 0771	700.69	316,465.07
12/02/2016	102044	Bank Of America - 0771	678.08	317,143.15
12/18/2016	102155	Bank Of America - 0771	700.69	317,843.84
02/03/2017	102356	Bank Of America - 0771	700.68	318,544.52
03/09/2017	102489	Bank Of America - 0771	700.68	319,245.20
04/03/2017	102601	Bank Of America - 0771	632.89	319,878.09
05/10/2017	102754	Bank Of America - 0771	678.08	320,556.17
06/06/2017	102889	Bank Of America - 0771	700.68	321,256.85
08/09/2017	103676	Bank Of America - 0771	1,378.76	322,635.61
09/05/2017	103788	Bank Of America - 0771	700.68	323,336.29
10/09/2017	103908	Bank Of America - 0771	678.08	324,014.37
11/03/2017	104012	Bank Of America - 0771	700.68	324,715.05
12/04/2017	104131	Bank Of America - 0771	678.08	325,393.13
01/02/2018	200085	City National Bank-OprAcct-1825	700.68	326,093.81
02/07/2018	200223	City National Bank-OprAcct-1825	700.68	326,794.49
03/19/2018	200404	City National Bank-OprAcct-1825	632.88	327,427.37
05/02/2018	200586	City National Bank-OprAcct-1825	678.08	328,105.45
06/13/2018	200760	City National Bank-OprAcct-1825	700.68	328,806.13
07/13/2018	103	Bridge Bank Checking - 3270	678.08	329,484.21
Total			<u>329,484.21</u>	