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IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,)
ex rel. JONATHAN SKRMETTI,)
Attorney General and Reporter,)

Plaintiff,)

v.)

DR. JAIME M. VASQUEZ, M.D.,)
THE CENTER FOR REPRODUCTIVE)
HEALTH, P.C., THE CENTER FOR)
ASSISTED REPRODUCTIVE)
TECHNOLOGIES, LLC,)
FERTILITY LABORATORIES OF)
NASHVILLE, INC. and AMERICAN)
EMBRYO ADOPTION AGENCY,)

Defendants.)

NF

JURY TRIAL DEMANDED

Case No.

24-0520

FILED
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~~PROPOSED~~

TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE,
APPOINTMENT OF A RECEIVER, AND OTHER EQUITABLE RELIEF, AND ORDER
SETTING PRELIMINARY INJUNCTION HEARING

Plaintiff, State of Tennessee (State), by and through its Attorney General, Jonathan Skrmetti, having filed its Civil Enforcement Complaint in this matter pursuant to the Tennessee Consumer Protection Act of 1977 (TCPA), and having applied for a Temporary Restraining Order pursuant to the TCPA, and the Court, having considered the Complaint, declarations, exhibits, memorandum of law, and other submissions filed in support therewith, now being fully advised in the premises, finds as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. This Court has jurisdiction of the subject matter of this case, and there is good cause to believe the Court will have jurisdiction over all parties hereto and that venue in this district is proper.

2. There is good cause to believe that Dr. Jaime Vasquez (“Dr. Vasquez”), Center for Reproductive Health, P.C. (“CRH”), the Center for Assisted Reproductive Technologies, LLC (“CART”), Fertility Laboratories of Nashville, LLC (“FLN”), and American Embryo Adoption Agency, LLC (“AEAA”) (collectively, “Defendants”) have engaged in and are likely to engage in acts and practices that violate the TCPA, and that the State is likely to prevail on the merits of this action.

3. Pursuant to Tenn. Code Ann. § 47-18-103(19), Defendants have engaged in “trade” and “commerce” by advertising and offering various fertility services for sale in Tennessee. Further, the Defendants have engaged in numerous transactions for fertility services in Tennessee, and have sold fertility services for monetary gain, and have advertised fertility services in Tennessee.

4. There is good cause to believe that immediate and irreparable harm will result from Defendants’ ongoing violations of the TCPA unless Defendants are restrained and enjoined by Order of this Court.

5. Pursuant to Tenn. Code Ann. § 47-18-115, the TCPA “shall be interpreted and construed consistently with the interpretations given by the Federal Trade Commission and the federal courts pursuant to §5(A)(1) of the Federal Trade Commission Act (15 U.S.C. § 45(a)(1)),” which generally prohibits unfair and/or deceptive commercial acts or practices.

6. Under the TCPA, a deceptive act or practice is one that “causes or tends to cause a consumer to believe what is false, or that misleads or tends to mislead a consumer as to a matter of fact.” *Morrison v. Allen*, 338 S.W.3d 417, 439 (Tenn. 2011).

7. Under the TCPA, deceptive conduct can be based on a party’s omission or silence. *Tucker v. Sierra Builders*, 180 S.W.3d 109, 116 (Tenn. Ct. App. 2005). An advertisement may be false by either misstating a fact or failing to disclose a material fact. *FTC v. Simeon Mgmt. Corp.*, 532 F.2d 708, 714 (9th Cir. 1976). An advertisement is also false if it fails to disclose sufficient facts to counter any false assumptions created by the advertisement, *id.*, at 716, including omissions of any negative material facts. *J.B. Williams Co. v. FTC*, 381 F.2d 884, 890 (6th Cir. 1967). Three types of claims are presumed to be material: “(1) express claims, (2) implied claims where there is evidence that the seller intended to make the claim; and (3) claims that significantly involve health, safety, or other areas with which reasonable consumers would be concerned.” *State ex rel. Slatery v. HRC Med. Centers, Inc.*, 603 S.W.3d 1, 24 (Tenn. Ct. App. 2019) (quoting *Kraft, Inc. v. FTC*, 970 F.2d 311, 322 (7th Cir. 1992).

8. Under the TCPA, an unfair act or practice is one where “the act or practice causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.” *Morrison*, 338 S.W. 3d at 439. Consumer injury will be deemed substantial “if a relatively small harm is inflicted on a large number of consumers or if a greater harm is inflicted on a relatively small number of consumers.” *Tucker*, 180 S.W.3d at 117 (internal citations omitted). Substantial injury “must be more than trivial or speculative.” *Id.* “Consumers cannot reasonably avoid injury when a merchant’s sales practices unreasonably create or take advantage of an obstacle to the free exercise of consumer decision-making.” *Id.* “Practices that unreasonably

interfere with consumer decision-making include (1) withholding important information from consumers, (2) overt coercion, or (3) exercising undue influence over a highly susceptible class of consumers.” *Id.*

9. The State, through its Complaint, its Motion for Temporary Restraining Order, supporting evidence, and argument of counsel, has shown that it is likely to succeed on the merits of its claims that Defendants engaged in deceptive and unfair trade practices that are declared unlawful by the TCPA.

a. The evidence presented to the Court shows that Defendants make affirmative material misrepresentations to consumers and withhold material information from consumers regarding the provision of various fertility services, especially the freezing and storage of embryos, eggs, and sperm.

b. The State is likely to prove its allegations that Defendants (1) represented that consumers would receive continuity of care throughout their care when such was not the case; (2) represented that consumers would receive assistance if they opted to transfer their care to another provider when such was not the case; (3) represented that consumers’ genetic specimens would be stored and frozen using the highest standards of care available when such is not the case; (4) failed to provide consumers with services for which they have already paid; and (5) failed to provide consumers access to their records, specimens, and other information that was vital to consumer decision-making and avoidance of potential harm.

c. Each of these practices constitute deceptive or unfair trade practices that are declared to be unlawful under the TCPA. Tenn. Code Ann. § 47-18-104.

10. Due to significant evidence that Defendants have mismanaged corporate finances to the detriment of consumers, there is good cause to believe that an asset freeze is necessary to preserve assets for the Court to issue effective relief for consumers in the form of monetary restitution.

11. Good cause exists for: (a) the appointment of a Receiver over Defendants CRH, CART, FLN, and AEAA; (b) the freezing of Defendants' assets as stated herein; and (c) the ancillary relief ordered below.

12. Weighing the equities and considering the State's likelihood of ultimate success, a Temporary Restraining Order with an asset freeze, the appointment of a Receiver, and other equitable relief is in the public interest (collectively, "the TRO").

13. No security is required of the State pursuant to Tenn. Code Ann. § 47-18-108(a)(5), because courts are authorized to issue orders and injunctions to restrain and prevent violations of the TCPA, and such orders and injunctions shall be issued without bond.

DEFINITIONS

For purposes of this Order, the following definitions shall apply:

14. "Assets" means any legal or equitable interest in, right to, or claim to, any real or personal property, including, without limitation, chattels, goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables, shares of stock, and cash, wherever any such asset is located, whether in the United States or abroad.

15. The term "document" is equal in scope and synonymous in meaning to the usage of the term in Tennessee Rule of Civil Procedure 34, and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and any other data

compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

16. “Person” means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, government or governmental subdivision or agency, or any other group or combination acting as an entity.

17. “Plaintiff” means the State of Tennessee.

18. “Receiver” means the temporary receiver appointed in Section IX of this Order and any deputy receivers that shall be named by the temporary receiver.

19. “Receivership Defendants” means CRH, CART, FLN, and AEAA.

20. “Representatives” means Defendants’ successors, assigns, officers, agents, servants, employees, or attorneys, and any person or entity in active concert or participation with them who receives actual notice of this Order by personal service or otherwise.

ORDER

I. PROHIBITED BUSINESS ACTIVITIES

IT IS THEREFORE ORDERED, pursuant to Tenn. Code Ann. § 47-18-108 and this Court’s own equitable powers, that the Defendants, in connection with the operation of fertility and reproductive assistance services, are hereby temporarily restrained and enjoined from making, or assisting in the making of, expressly or by implication, any false or misleading statement or representation of material fact in violation of the TCPA, including, but not limited to: (1) advertising, offering, and/or providing fertility or reproductive services that Defendants are not in fact staffed or equipped to adequately provide; (2) representing to consumers that Defendants will provide total continuity of care throughout their care when such is not the case; (3) representing to

consumers they will receive assistance in transferring their care to another provider if such is not the case; (4) failing to provide consumers access to records, specimens, or other documents or information that belongs to and/or is vital to the consumers' ability to make decisions as to their reproductive care and/or transfer of care to another provider; and (5) representing to consumers that Defendants possess technology, staff, accreditations, or other qualities that they do not, in fact, have.

II. ASSET FREEZE

IT IS FURTHER ORDERED, pursuant to Tenn. Code Ann. §§ 47-18-108 and this Court's own equitable powers, that Defendants and their Representatives are hereby temporarily restrained and enjoined from:

- A. Transferring any Asset except to the Receiver as part of this Order;
- B. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, consumer lists, shares of stock, or other assets, or any interest therein, located within the state of Tennessee that are: (1) owned or controlled by any Defendant, in whole or in part; (2) held for the benefit of any Defendant; (3) in the actual or constructive possession of any Defendant; or (4) owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Defendant, including, but not limited to, any assets held by or for, or subject to access by, any Defendant at any bank or other deposit, savings and loan, or other financial institution, or with any securities brokerage firm, broker-dealer, escrow agent, title company, commodity trading company, precious metals dealer, or other financial institution or depository of any kind;

C. Physically opening or causing to be opened any safe deposit boxes titled in the name of, or subject to access by, any Defendant in the state of Tennessee;

D. Obtaining a personal or secured loan encumbering the assets of any Defendant located in the state of Tennessee; and

E. Incurring liens or other encumbrances on real property, personal property or other assets located in the state of Tennessee and titled in any business or trade name of any Defendants.

F. The assets affected by this Section II shall include: (1) all assets of any Defendant as of the time of issuance of this Order located in the state of Tennessee; and (2) assets obtained after the time of issuance of this Order if the assets are derived from the conduct alleged in the Plaintiff's Complaint.

III. RETENTION OF ASSETS AND RECORDS BY FINANCIAL INSTITUTIONS

IT IS FURTHER ORDERED that, pending determination of Plaintiff's request for a temporary injunction, any financial or brokerage institution, business entity, or person served with a copy of this Order that holds, controls or maintains custody of any account or asset of any Defendant shall:

A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any such asset, except by further order of the Court;

B. Deny any person, except the Receiver acting pursuant to Section VII of this Order, access to any safe deposit box that is titled in the name of, individually or jointly, or otherwise subject to access by, any Defendant;

C. Provide Plaintiff's counsel, within five (5) business days of receiving a copy of this Order, a sworn statement setting forth:

1. The identification number of each account or asset titled in the name, individually or jointly, of any Defendant, or held on behalf of, or for the benefit of any Defendant;

2. The balance of each such account, or a description of the nature and value of such asset as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and

3. The identification of any safe deposit box that is titled in the name of, individually or jointly, or otherwise subject to access by, any Defendant;

D. Upon request by Plaintiff, promptly provide Plaintiff with copies of all records or other documentation pertaining to each such account or asset, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs.

IV. PRESERVATION OF RECORDS

IT IS FURTHER ORDERED that Defendants and their Representatives are hereby temporarily restrained and enjoined from:

A. Destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, any documents that relate to the business, business practices, assets, or business or personal finances of any Defendant; and

B. Failing to create and maintain documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of

money.

V. FINANCIAL DISCLOSURES

IT IS FURTHER ORDERED that, each Defendant, within forty-eight (48) hours of service of this Order, shall prepare and deliver to counsel for Plaintiff and to the Receiver completed financial statements on the forms attached to this Order as Attachment A (Financial Statement of Individual Defendant) for Dr. Jaime Vasquez, and Attachment B (Financial Statement of Corporate Defendant) for CRH, CART, FLN, and AEAA. The financial statements shall be accurate as of the date of entry of this Order. Each Defendant shall include in the financial statements a full accounting of all funds and assets, whether located inside or outside of the United States, that are: (a) titled in the name of such Defendant, jointly, severally, or individually; (b) held by any person or entity for the benefit of such Defendant; or (c) under the direct or indirect control of such Defendant.

VI. CONSUMER CREDIT REPORTS

IT IS FURTHER ORDERED that, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish a consumer report concerning any Defendant to Plaintiff or to the Receiver.

VII. APPOINTMENT OF TEMPORARY RECEIVER

IT IS FURTHER ORDERED, pursuant to Tenn. Code Ann. §§ 47-18-108 and this Court's own equitable powers, that Jeremiah Foster is appointed temporary receiver for CRH, CART, FLN, and AEAA. The Receiver shall be the agent of this Court, and solely the agent of this Court, in acting as Receiver under this Order. The Receiver shall be accountable directly to this Court. The temporary status of the Receiver may be amended and the Receiver's installation made permanent, pending discharge of the Receiver by the Court, upon further Order of this Court so stating.

VIII. RECEIVER'S DUTIES

IT IS FURTHER ORDERED that the Receiver is authorized and directed to accomplish the following:

A. Assume full control of CRH, CART, FLN, and AEAA (collectively, "Receivership Defendants") by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, or agent of Receivership Defendants, including any Defendant, from control of, management of, or participation in, the affairs of Receivership Defendants and prevent such individuals from entry upon any property owned, used, possessed, or otherwise occupied by Receivership Defendants;

B. Take exclusive and immediate custody, control, and possession of all assets and documents of, or in the possession, custody, or under the control of, Receivership Defendants, wherever situated. The Receiver shall have full power to divert mail and to sue for, collect, receive, take in possession, hold, and manage all assets and documents of Receivership Defendants and other persons or entities whose interests are now under the direction, possession, custody, or control of, Receivership Defendants. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to Receivership Defendants. Provided, however, that the Receiver shall not attempt to collect any amount from a consumer if the Receiver believes the consumer was a victim of the unfair or deceptive acts or practices or other violations of law alleged in the Complaint in this matter, without prior Court approval, with the exception of the collection of rent, deposit, costs, utilities, premiums, insurance, taxes, or similar monies due and owing in the ordinary course of business. Such collections will be recorded and made part of the Receiver's report;

C. Take all steps necessary to secure each location from which Receivership Defendants operate their businesses. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable: (1) serving this Order; (2) completing a written inventory of all Receivership assets; (3) obtaining pertinent information from all employees and other agents of Receivership Defendants, including, but not limited to, the name, home address, Social Security Number, job description, passwords or access codes, method of compensation, and all accrued and unpaid commissions and compensation of each such employee or agent; (4) photographing and videotaping any or all portions of the location; (5) securing the location by changing the locks and disconnecting any computer modems or other means of access to the computer or other records maintained at that location; and (6) requiring any persons present on the premises at the time this Order is served to leave the premises, to provide the Receiver with proof of identification, or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises documents or assets of Receivership Defendants. Law enforcement personnel, including, but not limited to, highway patrol, police, or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security;

D. Conserve, hold, and manage all assets of Receivership Defendants, and perform all acts necessary or advisable to preserve the value of those assets in order to prevent any irreparable loss, damage, or injury to consumers or creditors of Receivership Defendants, including, but not limited to, obtaining an accounting of the assets and preventing the unauthorized transfer, withdrawal, or misapplication of assets;

E. Obtain, conserve, hold, manage, and prevent the loss of all electronic stored information (“ESI”), business records, and other documents of the Receivership Defendants, as well as all of Receivership Defendants’ computer hardware, software, and database information

from any consultant or service provider, including, but not limited to, Receivership Defendants' user identification, passwords, software, and data backup files. The Receiver shall preserve all documents of the Receivership Defendants that are accessible via electronic means (such as online access to financial accounts and access to electronic documents held onsite or by Electronic Data Hosts) by changing usernames, passwords or other log-in credentials; take possession of all electronic documents of the Receivership Defendants stored onsite or remotely; take whatever steps necessary to preserve all such documents;

F. Enter into contracts and purchase insurance as advisable or necessary;

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

H. Apply for, obtain, and pay any reasonable fees for lawful license, permit or other governmental approval relating to the Receivership Defendants;

I. Confirm the existence of and, to the extent permitted by law, to exercise the privileges of any existing license or permit; and doing all things necessary to protect and maintain such licenses, permits and approvals, subject to the further provisions of this Order;

J. Manage and administer the business of Receivership Defendants until further order of this Court by performing all incidental acts that the Receiver deems to be advisable or necessary, which includes but is not limited to retaining, hiring, or dismissing any employees, independent contractors, or agents;

K. Choose, engage, and employ attorneys, accountants, appraisers, medical professionals, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;

L. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order, including the payment of utilities and employee compensation (Defendants excepted). The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Defendants prior to the date of entry of this Order, except payments that the Receiver deems necessary or advisable to secure assets of the Receivership Defendants, such as rental payments;

M. Suspend business operations of Receivership Defendants if in the judgment of the Receiver such operations cannot be continued legally and profitably;

N. Institute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the assets of Receivership Defendants, or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order, including but not limited to, actions challenging fraudulent or voidable transfers;

O. Defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted in the past or in the future against the Receiver in his role as Receiver, or against Receivership Defendants, as the Receiver deems necessary and advisable to preserve the assets of Receivership Defendants, or as the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order;

P. Use, sell, or lease property other than in the ordinary course of business pursuant the provisions of this Order or subsequent orders of this Court, and to execute in a Defendant's stead such documents, conveyances, and consents as may be required in connection therewith;

Q. Issue subpoenas to obtain documents and records pertaining to the Receivership, and conduct discovery in this action on behalf of the Receivership estate;

R. Open one or more bank accounts as designated depositories for funds of Receivership Defendants. The Receiver shall deposit all funds of Receivership Defendants in such a designated account and shall make all payments and disbursements from the Receivership estate from such an account. The Receiver shall serve copies of monthly account statements on all parties;

S. Maintain accurate records of all receipts and expenditures incurred as Receiver;

T. Cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency;

U. Allow the Plaintiff's representatives, agents, and assistants, as well as Defendants' representatives and Defendants themselves, reasonable access to the premises of the Receivership Defendants, or any other premises where the Receivership Defendants conduct business. The purpose of this access shall be to inspect and copy any and all books, records, documents, accounts, and other property owned by, or in the possession of, the Receivership Defendants or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access. Plaintiff's or Defendants' access to the Receivership Defendants' documents pursuant to this Section shall not provide grounds for any party to object to any subsequent request for documents;

V. Allow the Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all non-privileged documents in the possession, custody, or control of the Receivership Defendants;

W. Waive or assert on behalf of the Receivership Defendants the attorney-client privilege or any other applicable privilege;

X. Initiate or commence a proceeding under title 11 of the United States Code including the filing of any bankruptcy petitions for any of the Receivership Defendants to protect and preserve the assets, and pursue any claims and causes of action, of any of the Receivership Defendants and to act as management and Debtor in Possession of any of the Receivership Defendants so filed by the Receiver, and to appear and be heard in any bankruptcy proceeding of any of the Receivership Defendants not filed by the Receiver;

Y. Initiate or commence an ancillary receivership if the Receiver in his business judgment deems such ancillary proceeding necessary and appropriate to effectively carry out the provisions of this Order;

Z. Serve as necessary and appropriate as Receiver in any ancillary receivership ordered by a court of any other jurisdiction or as trustee in any bankruptcy proceeding relating to any Corporate Defendant;

AA. Use Receivership Defendants' tax identification numbers and any other similar numbers used by Receivership Defendants with the state, local, and federal taxing authorities for the preservation, protection, maintenance, operation, management, and control of the Assets and Receivership Defendants;

BB. Do the following: (1) execute and file any required federal, state, and local tax return on behalf of the Receivership Defendants; and (2) to take all necessary and prudent steps to terminate any 401(k) plan held by the Receivership Defendants. The Receivership estate shall bear the expense for the preparation and filing of all required documents including, with limitation, tax returns, for the Receivership estate to maintain compliance with all applicable deadlines and avoid liens, interest, and penalties from being established against the assets of the Receivership estate;

CC. Prepare reports regarding the administration and/or finances of the Receivership estate when so requested by Plaintiff or when otherwise ordered by this Court; and

DD. Exercise all those powers necessary to implement or incidental to the specific powers, directions, and general authorizations set out in this Order, other orders and directives of this Court and/or any other applicable law.

IT IS FURTHER ORDERED that the Receiver shall be empowered to serve as the sole and exclusive “Manager”, “Managing Member”, and “Representative” (or corporate equivalent of such roles) of each of the Receivership Defendants and the Receivership estate, and shall be authorized to take any action necessary to perform its duties in such roles including, without limitation, executing any required titles, bills of sale, or similar documents.

IT IS FURTHER ORDERED that the Receiver shall have no duty to remediate any environmental issue with respect to any real property that is part of or under control of the Receivership estate and shall be held harmless by the Receivership Defendants with respect to such issues.

IT IS FURTHER ORDERED that the Receiver is hereby authorized, without breaching the peace, to enter and secure any premises, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of, any Assets or to carry out the terms of this Order and to seek the Assets through any appropriate judicial process.

IT IS FURTHER ORDERED that no bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver’s control without permission of this Court upon notice and a hearing initiated by such entity.

IT IS FURTHER ORDERED that a public utility providing service to property included in or under the control of the Receivership estate may not alter, refuse, or discontinue service to such property without first giving the Receiver fourteen (14) days' notice, or such other notice as may be required by the rules of the public service commission for a customer of that class, of any default or intention to alter, refuse, or discontinue service to the property. Nothing in this Order prohibits the Court, upon motion by the Receiver, to prohibit the alteration or cessation of utility service if the Receiver can furnish adequate assurance of payment in the form of deposit or other security for service to be provided after entry of this Order.

IT IS FURTHER ORDERED that the Receiver shall solely be the agent of the Court in acting as Receiver under this Order and no person or entity shall file suit against the Receiver, or take other action against the Receiver, without an order of this Court permitting the suit or action; provided, however, that no prior court order is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action. The Receiver, the Receiver's professionals and their agents (i) may rely on any and all outstanding court orders, judgments, decrees, and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree, or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other documents believed by them to be genuine and to have been signed or presented by the proper parties; (iii) shall have judicial immunity and shall not be liable to anyone for their good faith compliance with their duties and responsibilities as a Receiver, or employees, agents, and professionals for the Receiver; (iv) shall not be liable to anyone for their acts or omissions, unless such acts or omissions were outside the scope of their duties or were grossly negligent or constitute malfeasance. Except for acts or omissions that were outside the scope of the duties of the Receiver,

the Receiver's attorneys, or their agents, or that were grossly negligent or constitute malfeasance, persons dealing with the Receiver shall only look to the receivership assets to satisfy any liability, and neither the Receiver nor his professional or his agents shall have any personal liability to satisfy such obligations. This Court shall have exclusive jurisdiction over any claims against the Receiver for any act or conduct performed in connection with the Receiver's appointment.

IT IS FURTHER ORDERED the Receiver, and the Receiver's employees, agents, and professionals shall have no personal liability, and they shall have no claim asserted against them relating to the Receiver's duties under this Order, without prior authority from this Court as stated in the previous paragraph above. The Receiver, and his employees, agents, and all professionals and management companies retained by the Receiver shall not be liable for any obligation of Receivership Defendants that arose prior to the entry of this Order including, without limitation, any contingent or unliquidated obligations, taxes of any kind, assessments, utility charges, or goods or services provided to the Receivership Defendant, nor shall the Receiver be obligated to advance any funds to pay any expense of maintenance or other liability of the Receivership Defendants.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and Receivership Defendants for all purposes; provided, however, that nothing in this Order is intended to nor shall it be deemed to encroach or impair the jurisdiction of a court of competent jurisdiction to administer any ancillary proceedings initiated by the Plaintiff or the Receiver in furtherance of the Receiver's duties under this Order.

IT IS FURTHER ORDERED the Court may amend or modify this Order as the Court deems appropriate. During the pendency of this action the Receiver shall have the right to apply to this Court for further instructions or directions. Further, this Order is without prejudice to (a) Plaintiff, the Receiver or any other party in interest, during the pendency of this action, seeking

modification of this Order including, without limitation, the shortening or expanding any of the time frames specified herein or the expansion, modification, or limitation of the Receiver's powers, authorities and duties as set forth in this Order or by applicable law; or (b) any party opposing such modification. To the extent that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff, Receivership Defendants, and the Receiver. The Party seeking modification shall have the burden of proof with respect to the same.

IX. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER

IT IS FURTHER ORDERED that Defendants, their Representatives, and any other person or entity with possession, custody, or control of property of or records relating to the Receivership Defendants shall upon notice of this Order by personal service or otherwise immediately notify the Receiver of, and, upon receiving a request from the Receiver, immediately transfer or deliver to the Receiver possession, custody, and control of, the following:

- A. All assets of, or traceable to, Receivership Defendants located in the state of Tennessee;
- B. All documents of Receivership Defendants, including, but not limited to, books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents, and other papers;
- C. All computers, servers, and data in whatever form used to conduct the business of Receivership Defendants;
- D. All assets belonging to other persons or entities whose interests are now under the direction, possession, custody, or control of, Receivership Defendants, and located in the state of Tennessee; and

E. All keys, codes, and passwords necessary to gain or to secure access to any assets or documents of Receivership Defendants located in the state of Tennessee, including, but not limited to, access to their business premises, means of communication, accounts, computer systems, websites, apps or portals for communication with payors, patients, or other providers, or other property.

F. All cell phones, iPads, tablets, laptops, hard drives, and backup tapes related to the business of Receivership Defendants in the state of Tennessee.

In the event that any person or entity fails to deliver or transfer any asset or otherwise fails to comply with any provision of this Section, the Receiver may file *ex parte* an Affidavit of Non-Compliance regarding the failure. Upon filing of the affidavit, the Court may authorize, without additional process or demand, Writs of Possession or Sequestration or other equitable writs requested by the Receiver. The writs shall authorize and direct any sheriff or deputy sheriff of any county, or any other state law enforcement officer, to seize the asset, document, or other item covered by this Section and to deliver it to the Receiver.

X. PROVISION OF INFORMATION TO RECEIVER

IT IS FURTHER ORDERED that Defendants shall provide to the Receiver, immediately upon request, the following:

A. A list of all assets and property, including accounts, of Receivership Defendants that are held in any name other than the name of Receivership Defendants, or by any person or entity other than Receivership Defendants; and

B. A list of all agents, employees, officers, servants or those persons in active concert and participation with Defendants, who have been associated or done business with Receivership Defendants.

XI. COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants, their Representatives, and all other persons or entities served with a copy of this Order shall fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the assets of Receivership Defendants. This cooperation and assistance shall include, but not be limited to: providing information to the Receiver that the Receiver deems necessary in order to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any password required to access any computer, electronic file, or telephonic data in any medium; advising all persons who owe money to Receivership Defendants that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the assets and sales of Receivership Defendants. The entities obligated to cooperate with the Receiver under this provision include, but are not limited to, banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, precious metals dealers and other financial institutions and depositories of any kind, and all third-party billing agents, common carriers, insurance companies, and other telecommunications companies, that have transacted business with the Receivership Defendants.

XII. INTERFERENCE WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants and their Representatives are hereby restrained and enjoined from directly or indirectly:

- A. Interfering with the Receiver managing, or taking custody, control, or possession of, the assets or documents subject to this Receivership;
- B. Transacting any of the business of Receivership Defendants;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, Receivership Defendants, or the Receiver; and

D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.

XIII. STAY OF ACTIONS AGAINST DEFENDANTS

IT IS FURTHER ORDERED that, except by leave of this Court, during pendency of the Receivership ordered herein, Defendants, their Representatives, and all investors, creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are hereby enjoined from taking action that would interfere with the exclusive jurisdiction of this Court over the assets or documents of Receivership Defendants, including, but not limited to:

A. Petitioning, or assisting in the filing of a petition, that would cause Defendants to be placed in bankruptcy;

B. Commencing, prosecuting, or continuing a judicial, administrative, or other action or proceeding against Defendants, including the issuance or employment of process against Defendants, except that such actions may be commenced if necessary to toll any applicable statute of limitations;

C. Filing or enforcing any lien on any asset of Defendants, taking or attempting to take possession, custody, or control of any asset of Receivership Defendants; or attempting to foreclose, forfeit, alter, or terminate any interest in any asset of Receivership Defendants, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise;

D. Initiating any other process or proceeding that would interfere with the Receiver managing or taking custody, control, or possession of the assets or documents subject to this

receivership. Provided that, this Order does not stay: (i) the commencement or continuation of a criminal action or proceeding; (ii) the commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or (iii) the enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power.

XIV. COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession or control of, or which may be received by, Receivership Defendants. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty (60) days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the basis for such fee applications without prior approval of the Court.

Assets for the Receivership estate, including any assets subsequently obtained by Receiver, shall be used first to satisfy reasonable professional fees and expenses that Receiver incurs. In the event that the Receivership estate does not have sufficient assets to satisfy reasonable professional fees and expenses, the State of Tennessee will pay up to, but no more than \$150,000, in Receiver's and counsel's reasonable professional fees and expenses approved by the Court following an application by the Receiver containing time sheets or other records that state the basis for the fee request in sufficient detail.

XV. RECEIVER'S BOND

IT IS FURTHER ORDERED that the Receiver shall file with the Clerk of this Court a bond in the sum of \$ 75,000.00 with sureties to be approved by the Court, conditioned that the Receiver will well and truly perform the duties of the office and abide by and perform all acts the Court directs. RJP

XVI. RESIGNATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver may resign on leave of Court and by giving thirty (30) days' advance written notice to this Court. The Receiver may only be removed on order of this Court for good cause after notice and hearing pursuant to a motion by any interested party. Neither the termination of the Receivership nor the Receiver's removal or resignation will discharge the Receiver or the Receiver's bond except upon express order of the Court. The Receiver shall submit a final accounting to the Court (with copies to counsel for Plaintiff, and to the Defendant or its attorney of record) for approval by the Court at the time of filing any discharge motion or resignation. Only after the Court approves the Receiver's final accounting may the Receiver be discharged and the Receiver's bond be cancelled.

XVII. ACCESS TO BUSINESS OFFICES AND RECORDS

IT IS FURTHER ORDERED that, in order to allow Plaintiff and the Receiver to preserve assets and evidence relevant to this action, and to expedite discovery, Plaintiff and Receiver, and their representatives, agents, and assistants, shall have immediate access to the business premises of Receivership Defendants. Plaintiff and the Receiver, and their representatives, agents, and assistants, are authorized to employ the assistance of law enforcement officers as they deem necessary to effect service and to implement peacefully the provisions of this Order. Plaintiff and the Receiver, and their representatives, agents, and assistants, are authorized to remove documents

from Receivership Defendants' premises in order that they may be inspected, inventoried, and copied for the purpose of preserving discoverable material in connection with this action.

Furthermore, the Receiver shall allow the Defendants reasonable access to the premises and business records of Receivership Defendants within his possession for the purpose of inspecting and copying materials relevant to this action. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access.

XVIII. EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that, in anticipation of the temporary injunction hearing in this matter, Plaintiff and the Receiver are authorized to conduct expedited discovery concerning Defendants' assets and the location of business records in accordance with the following provisions:

A. Plaintiff and the Receiver may take the depositions of parties and non-parties. *RT Ninety-six (96)*
~~Forty-eight (48)~~ hours' notice shall be sufficient notice for such depositions;

B. Plaintiff and the Receiver may serve upon parties requests for production of *RT* documents or inspection that require production or inspection within ~~the (5)~~ *seven (7)* calendar days of *RT* service, and may serve subpoenas upon non-parties that direct production or inspection within ~~the~~ *seven* *RT* ~~(5)~~ *(7)* calendar days of service;

C. Plaintiff and the Receiver may serve deposition notices and other discovery requests upon the parties to this action by facsimile or overnight courier, and depositions may be taken by telephone or other remote electronic means; and

D. Any discovery taken pursuant to this Order is in addition to, and is not subject to, the presumptive limits on discovery set forth in the Tennessee Rules of Civil Procedure and Local Rules of this Court. If a Defendant fails to appear for a properly noticed deposition or fails to

comply with a request for production or inspection, that Defendant may be prohibited from introducing evidence at the hearing on Plaintiff's request for a temporary injunction.

XIX. SERVICE BY FACSIMILE AUTHORIZED

IT IS FURTHER ORDERED that copies of this Order may be served by any means, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents or assets of any Defendant, or that may otherwise be subject to any provision of this Order. Service upon any branch or office of any financial institution shall affect service upon the entire financial institution.

XX. DEFENDANTS' DUTY TO DISTRIBUTE ORDER

IT IS FURTHER ORDERED that Defendants shall immediately provide a copy of this Order to each of their affiliates, subsidiaries, divisions, sales entities, successors, assigns, officers, directors, employees, independent contractors, client companies, agents, attorneys, spouses and representatives, and shall, within ten (10) days from the date of entry of this Order, provide Plaintiff with a sworn statement that: (A) confirms that Defendants have provided copies of the Order as required by this paragraph; and (B) lists the names and addresses of each entity or person to whom Defendants provided a copy of the Order. Furthermore, Defendants shall not take any action that would encourage officers, agents, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in active concert or participation with them to disregard this Order or believe that they are not bound by its provisions.

XXI. DURATION OF TEMPORARY RESTRAINING ORDER

IT IS FURTHER ORDERED that the Temporary Restraining Order granted herein shall expire ~~within ten (10)~~ *for a period not to exceed fifteen (15)* days from the date of entry noted below unless, within such time, the Order

RJP

is extended for an additional period not to exceed ~~fourteen (14)~~ ^{fifteen (15)} days for good cause shown, or unless, as to any Defendant, such Defendant consents to an extension for a longer period. Rule 65.03(5). *RTP*

XXII. TENNESSEE CONSUMER PROTECTION ACT ORDER

IT IS FURTHER ORDERED that this is an Order issued pursuant to Tenn. Code Ann. § 47-18-108(a) and (b) subject to the penalties set forth in Tenn. Code Ann. § 47-18-108(c) and any other penalties, remedies and sanctions available at law.

XXIII. ORDER TO SHOW CAUSE REGARDING TEMPORARY INJUNCTION

IT IS FURTHER ORDERED, pursuant to Tennessee Rule of Civil Procedure 65.02, that each Defendant shall appear before this Court on the 13th day of May, 2024, at 9:30 am/pm, *for a non-evidentiary hearing to determine whether the Court will continue directing and* to show cause if there is any *reason why the Court should not enter a Temporary Injunction* enjoining the violations of law alleged in Plaintiff's Complaint, continuing the freeze of their assets, permanently continuing the Receivership and imposing such additional relief as may be appropriate. *This hearing will be pursuant to Local Rule § 19.04.*

XXIV. BRIEFS AND AFFIDAVITS CONCERNING TEMPORARY INJUNCTION

IT IS FURTHER ORDERED that any brief concerning Plaintiff's request for entry of a temporary injunction must be filed with the Clerk's Office and received by counsel that have entered an appearance no later than twenty-four (24) hours before the time scheduled for the preliminary injunction hearing. The parties must file with the Clerk's Office and deliver to counsel that have entered an appearance any affidavits and other evidence upon which they intend to rely in connection with Plaintiff's request for a temporary injunction no later than twenty-four (24) hours before the time scheduled for the temporary injunction hearing. If any party intends to present the testimony of any witness at the hearing on a temporary injunction, that party shall file with the Court and deliver to counsel that have entered an appearance a statement disclosing the

name, address and telephone number of any such witness, and either a summary of the witness's expected testimony, or the witness's affidavit or declaration revealing the substance of the witness's testimony, no later than twenty-four (24) hours before the time scheduled for the temporary injunction hearing.

XXV. SERVICE UPON PLAINTIFF

IT IS FURTHER ORDERED that Defendants shall serve all pleadings, memoranda, correspondence, affidavits, declarations, or other documents related to this Order or Plaintiff's motion for a preliminary injunction by email to matthew.janssen@ag.tn.gov and by at least one of the following: facsimile transmission to (615) 532-2590, by hand delivery to the offices of the Tennessee Attorney General's Office, Consumer Protection Division, 315 Deaderick Street, 20th Floor, 37243, or by U.S. Mail to P.O. Box 20207, Nashville, TN 37202-0207, and addressed to the attention of Matthew Janssen, or by overnight shipment through a third-party commercial carrier for delivery at this address.

XXVI. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

IT IS SO ORDERED.

This 26th day of April, 2024.



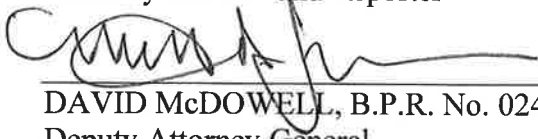
CHANCELLOR

RTT Russell T. Perkins

RTT signed at 11:29 a.m. on April 26, 2024

Respectfully submitted,

JONATHAN SKRMETTI
Attorney General and Reporter



DAVID McDOWELL, B.P.R. No. 024588

Deputy Attorney General

MATTHEW D. JANSSEN, B.P.R. No. 035451

Sr. Assistant Attorney General/Managing Attorney

KRISTINE KNOWLES, B.P.R. No. ____

Assistant Attorney General

OFFICE OF THE TENNESSEE ATTORNEY GENERAL

Public Protection Section

Consumer Protection Division

UBS Tower, 20th Floor

315 Deaderick Street

Nashville, Tennessee 37243

P: (615) 741-1671

F: (615) 532-2910

David.McDowell@ag.tn.gov

Matthew.Janssen@ag.tn.gov

Kelley.Groover@ag.tn.gov

Kristine.Knowles@ag.tn.gov

Attorneys for Plaintiff, State of Tennessee

ATTACHMENT A

RECEIVED
APR 26 2024
Dav. Co. Chancery Court

RECEIVED
APR 26 2024
Dav. Co. Chancery Court

ATTACHMENT A

Instructions:

Complete all items. Enter "None" or "N/A" ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why. "Assets" and "Liabilities" includes ALL assets and liabilities located within the United States or elsewhere. Attach additional pages as necessary to answer all questions fully. Initial each page in the space provided in the lower right corner. Sign under oath before a notary and date the completed financial statement on the last page.

BACKGROUND INFORMATION

Item 1. Information about You

Your Full Name: Social Security #:
Current Address: Since (Date):
Current Telephone Number:
Current Email Address:

Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used: Marital Status:

Item 2. Information about Spouse, Dependents

Name: Date of Birth:
Relationship: Husband Social Security No.:

Name: Date of Birth:
Relationship: Social Security No.:

Item 3. Employment Information

Provide the following information for this year-to-date, and for each of the previous three full years, for each company of which you were a director, officer, employee, agent, or consultant at any time during that period.

FINANCIAL INFORMATION: ASSETS AND LIABILITIES

REMINDER: "Assets" and "Liabilities" include ALL assets and liabilities located within the United States or elsewhere, whether held individually or jointly.

Item 4. Safe Deposit Boxes

Item 5. Cash, Bank Accounts, Money Market Accounts, Certificates of Deposit

List cash and all bank accounts, money market accounts, and/or certificates of deposit held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents. The term "cash" includes currency and uncashed checks.

Cash on Hand:

Cash Held for Your Benefit:

<u>Name on Account</u>	<u>Name & Address of Financial Institution</u>	<u>Account No.</u>	<u>Current Balance</u>
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Item 6. Publicly Traded and Government Securities

Item 7. Other Business Interests

Item 8. Amounts Owed to You, Your Spouse, or Your Dependents

Item 9. Personal Property

Item 10. Cars, Trucks, Motorcycles, Boats, Airplanes, and Other Vehicles

Item 11. Real Property

List all real estate held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.

Item 11. Real Property (continued)

Other Loans: Current Balance:
Type of Property: Location:
Name(s) on Title and Ownership Percentages:
Current Value: Balance on First Mortgage: Monthly Payment:
Rental Unit? Monthly Rent Received:

Item 12. Credit Cards

Item 13. Loans and Liabilities

List all loans or liabilities in your name, your spouse's name, or your dependents' names.

Name & Address of Lender/Creditor:
Nature of Liability: Names(s) on Liability:
Date of Liability: Amount Borrowed: Current Balance:
Payment Amount: Frequency of Payment:

OTHER FINANCIAL INFORMATION

Item 14. Tax Returns

Item 15. Transfer of Assets

List each person to whom you have transferred, in the aggregate, more than \$5000 in funds or other assets during the previous three years by loan, gift, sale, or other transfer. For each such person, state the total amount transferred during that period.

<u>Transferee's Name, Address & Relationship</u>	<u>Property Transferred</u>	<u>Aggregate Value</u>	<u>Transfer Date</u>	<u>Type of Transfer</u>
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SUMMARY FINANCIAL SCHEDULES

Item 16. Combined Balance Sheet for You, Your Spouse, and Your Dependents. "You" includes yourself, your spouse, and your dependents.

ASSETS

LIABILITIES

Cash on Hand:
Cash in Financial Institutions:
Securities:
Other Business Interests: Amounts
Owed to You:
Personal Property Your Own:
Airplanes You Own :
Value of Real Property You Own:
Vehicles:
Trailers:

Credit Card Balances:
Motor Vehicles, Boats,
Airplanes:
Real Property – Mortgages:
Loans Against Securities Taxes:
Owed by You:
Other Loans and Liabilities:

Total Assets:

Total Liabilities:

Item 17. Combined Average MONTHLY Income and Expenses for You, Your Spouse, and Your Dependents for the Last Six (6) Months

Provide the average monthly income and expenses for you, your spouse, and your dependents for the last six (6) months. Do not include credit card payments separately; rather, include credit card expenditures in the appropriate categories.

INCOME

EXPENSES

Salary – After Taxes:
Fees, Commissions, and Royalties
Interest:
Dividends and Capital Gains Gross:
Rental Income:
Profits from Sole Proprietorships:
Distributions from Partnerships:
S-Corporations, and LLCs:
Distributions from Trusts and Estates:
Social Security Payments Alimony/
Child Support Received:
Guaranteed Payments:

Mortgage payments for Residence(s):
Property Taxes for Residence(s):
Rental Property Expenses, Including
Mortgage Payments, Taxes & Insurance:
Car or Other Vehicle Lease or Loan
Payments:
Food Expenses:
Clothing Expenses:
Utilities:
Medical Expenses, Including Insurance:
Other Insurance Premiums:
Other Transportation Expenses:
Other Household Expenses:

Total Income:

Total Expenses:

I, _____, am submitting this financial statement with the understanding that it may be affect action by the State of Tennessee, Attorney General, or a state court. I have used my best efforts to obtain the information resquested in this starement. The responses I have provided to the items above are true and contain all the requested facts and information of which i have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I certify under penalty of perjury under the laws of the state of Tennessee the foregoing is true and correct. I further swear under oath to the truthfullness and completeness of the facts and information set forth in this financial statement.

Signature

Full Name

Corporate Position

Business Address

Business Telepone Number

Sworn to and subscribed before me
this ___ day of _____, 20___.

Notary Public

My comission expires:

ATTACHMENT B

ATTACHMENT B

Instructions:

- 1 Complete all items, Enter "None" or "N/A" ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why. In completing this financial statement, "the corporation" refers not only to this corporation but also to each of its predecessors that are not named defendants in this action. When an Item asks for information about assets or liabilities "held by the corporation," include ALL such assets and liabilities held by the corporation or held by others for the benefit of the corporation. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.

- 2 An officer of the corporation must sign under oath before a notary and date the completed financial statement on the last page and initial each page in the space provided at the bottom of each page.

BACKGROUND INFORMATION

Item 1. General Information

Corporation's Full Name:

Primary Business Address:

From (Date):

Provide all other current addresses & previous addresses for the past three years, including post office boxes and mail drops:

Address:

From/Until:

Address:

From/Until:

Address:

From/Until:

Address:

From/Until:

List all predecessor companies for the past three years: None

Item 2. Legal Information

Federal Taxpayer ID No.:

State Tax ID No.:

Item 3. Principal Stockholders

List all persons and entities that own at least 5% of the corporation's stock.

Name & Address

% Owned

Item 9. Corporation's Record Keeping

List all individuals within the corporation with responsibility for keeping the corporation's financial books and records for the last three years.

Name, Address & Telephone Number

Position(s) Held

Item 10. Attorneys

List all attorneys retained by the corporation during the last three years.

Name

Firm Name

Address

Item 11. All litigation involving the Corporation

FINANCIAL INFORMATION

Item 12. Tax Returns

List all federal and state corporate tax returns filed for the last three complete fiscal years.

Item 13. Safe Deposit Boxes

List all safe deposit boxes, located within the State of Tennessee or elsewhere, held by the corporation, or held by others for the benefit of the corporation. *On a separate page, describe the contents of each box.*

Item 14. Financial Statements

List all financial statements that were prepared for the corporation's last three complete years and for the current fiscal year-to-date. *Attach copies of all statements, providing audited statements if available.*

Item 15. Financial Summary

For each of the last three complete fiscal years and for the current fiscal year-to-date for which the corporation has not provided a profit and loss statement in accordance with Item 14 above, provide the following summary financial information.

Item 16. Cash, Bank, and Money, Market Accounts

List cash and all bank and money market accounts, including but not limited to checking accounts, savings accounts, and certificates of deposit, held by the corporation. The term "cash" includes currency and uncashed checks.

Cash on Hand: Cash Held for the Corporation's Benefit:

<u>Name & Address of Financial Institution</u>	<u>Signatories on Account</u>	<u>Account No.</u>	<u>Current Balance</u>
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Item 17. Real Estate

List all real estate, including leaseholds in excess of five years, held by the corporation.

Item 18. Other Assets

List all other property, by category, with an estimated value of \$5000 or more, held by the corporation, including but not limited to, inventory, machinery, equipment, furniture, vehicles, customer lists, computer software, patents, and other intellectual property.

<u>Property Category</u>	<u>Property Location</u>	<u>Acquisition Cost</u>	<u>Current Value</u>
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Item 19. Trusts and Escrows

List all persons and other entities holding funds or other assets that are in escrow or in trust for the corporation.

Item 20. Monetary Judgments and Settlements Owed By and To the Corporation

Item 21. Government Orders and Settlements

Item 22. Credit Cards

Item 23. Compensation of Employees

Item 24. Compensation of Board Members and Officers

Item 25. Transfers of Assets Including Cash and Property

List all transfers of assets over \$5,000 made by the corporation, other than in the ordinary course of business, during the previous three years, by loan, gift, sale, or other transfer.

I, _____, an officer of _____ (insert name of corporation), am submitting this financial statement with the understanding that it may be affect action by the State of Tennessee, Attorney General, or a state court. I have used my best efforts to obtain the information resquested in this stament. The responses i have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I certify under penalty of perjury under the laws of the state of Tennessee the foregoing is true and correct. I further swear under oath to the truthfullness and completeness of the facts and information set forth in this financial statement.

Signature

Full Name

Corporate Position

Business Address

Business Telepone Number

Sworn to and subscribed before me
this ___ day of _____, 20___.

Notary Public
My comission expires:

CERTIFICATE OF SERVICE

I, Matthew D. Janssen, do hereby certify that, upon filing with the Court, a true and correct copy of the foregoing will be sent by electronic mail to the following counsel for Defendants:

Dixie W. Cooper, Esq.
Cumberland Litigation, PLLC
5005 Maryland Way, Suite 225
Brentwood, TN 37027
ph: 615.266.6976
fax: 615.266.6918
dixie@cumberlandlitigation.com

On this the 26th day of April, 2024.



MATTHEW D. JANSSEN, B.P.R. No. 035451
Sr. Assistant Attorney General/Managing Attorney