Edawrd M Daspin Pro SE

[redacted]

[redacted] RE: Commission appeal case # 3-16509 5/18/23

Final Declaration proving that Judge Murray didn't write most of her opinion.

rather she let the prosecution write most of it for her as my review of the 1st 14 pages

i.e. 30% of her opinion wasn't contained in the documents she permitted in as the record

in her 2019 hearing. In addition, there is no question she ignored the testimony in front of her

at the hearing which contravened her opinions' allegation about me by SEC witness!

Dear Sir madam;

I declare under the laws of the United States at the following declaration is true to the best of my memory and knowledge! I know if I'm willfully misrepresent, I am subject to punishment

A] Although I have already submitted my appeal to prove Judge Murray made manifest errors of fact in the above caption matter instead of responding to the hundreds of errors made in her opinion; I tried to simplify the matter by proving I had no control ;by proving that Judge Murray knowingly relied on perjured testimony in order to allege I committed wrongdoing ; by demonstrating that based on the SECS' own admission that Puccio, Locket and Heisterkamp; half of the WMMA/WDI investor operators of WMMA THE SEC ADMITTED DURING THEIR BRADY DISCLOSURES 3 YEARS BEFORE THE MURRAY 2ND HEARING ,IN 2016 before Judge Grimes that:

All 3 of the aforementioned investors perjured their respective subscription agreements when they alleged that they were accredited investors. At the same time, in my 2 WMMA Chapter 11 reply declarations', with respective attached exhibits I proved that Mr. Main, Mr. Sullivan& Mr. Locket three [3] other WMMA/OR WHLD investor/ operators [MR. MAIN WAS A WHLD INVESTOR] also SUBMITTED perjurious declaration. In addition, the WMMA Chapter 11 proved that Mr. McFarlane perjured his declaration as my reply Declaration submitted 2 WMMA contracts, one with in demand and the other with Bell Canada which he signed as WMMA's president disproving his declarations ridiculous allegation that he was never WMMA's president. In addition the fact that the SEC stamped WMMA 7/31/11 506 REG D private placement memorandum[PPM] on October 10th 2011 proved that the SEC had no jurisdiction because the 506 reg D warrants the shares WMMA/WDI OFFERED were EXEMPT securities PROVING THE SEC HAD NO JURISTICTION; SO THEY CONCOCTED THE RUSE THAT I WAS A CONTROL PERSON, THAT 3 WMMA/WDI INVESTORS WERN'T ACCREDITED AND THAT I DIDN'T AUDIT THEM WHICH MY CONSULTING SERVICE CONTRACT WITH MKMA DIDN'T REQUIRE MY AUDIT AND MR.MAIN AND LUX BOTH TESTIFIED IN MY CROSS OF EACH THAT:

> "…THAT THEY JOINTLY CONTROLLED WMMA…THEY CHOSE THE INVESTOR/ OPERATORS & WERE SOLY RESPONSIBLE FOR HIRING EACH WITHOUT THE USE OF ANY OTHER PERSON'S OPINIONS…" (THEY WERE THE MAJORITY DISINTERESTED DIRECTORS OF WMMA/WDI)

Although I believe it's adequate to disprove the complaints allegations against me of wrongdoing and because a violations of my constitutional rights made in my case 3-16509 as in {EX 1-EX 14] the SEC's

whistleblower Miss Puccio suborned the perjury of the other 5 WMMA/ Investor operators: see my Wells Reply exhibit A PG 17:The Dishonest shareholder meeting of 6/19/12 wherein Miss Puccio stated:

"…say Ed controlled all small& large things at WMMA, don't say he controlled the board of directors because Ed denied that in writing to all of us …I'll be the first to sign it…"

B] Judge Rosemary Gambardella in WMMA'S 2014 Chapter 11 found as fact:

"…Mr. Daspin committed no wrongdoing at WMMA"…"

A RES Adjudicate finding a fact which preceded by five years' Judge Murray's 2019 opinions which I now find that judge Murray didn't write ;but it's a sure bet that the enforcement division wrote about 40% of the 1st 14pages of her opinion as the alleged facts covered in the opinion were not used at the hearing and contravened the testimony presented in front of Judge Murray; yet her opinion used as alleged "facts" what the SEC disingenuous Wells complaint & OIP alleged were "facts from 2015/2016!!! The Federal Bankruptcy Judge Rosemary Gambredella found as fact:

"…that I committed no wrongdoing at WMMA…"'

This means that no SCEINTER WHICH JUDGE MURRAY ALLEGED I COMMITTED. I've heard the proof that my permitting my wife to loan on an unsecured basis and advance,$515,000.00 to WMMA ,a first stage startup with no assets to secure it other than cross collateral guarantees of WMMA affiliates that were also startups with no assets other than Mr. Main's $333,333.33 most invested in2/15/10 of $250,000.00, and at3% simple interest which the SEC fraud analyst testified WMMA shorted her principal proved no reasonable smart husband which Judge Murrays' opinion admits in EX 5C that Daspin was very SMART"; demonstrates no Scienter as the SEC fraud analyst also testified that:

"…CBI, MKMA, and Daspin collectively were paid $240,000.00in fees…" [of which CBI, my consulting firm received$180,000.00 of which I received about$150,000.00 for my 30 months efforts! [THAT $5,000.00 PER MONTH ON AVERAGE WHEN THE WMMA INVESTOR OPERATORS RECEIVED A MINIMUM OF $6,250.00 TO $10,000.00 A MONTH BASED ON 2.5%OF THEIR RESPECTIVE INVESTMENT[S] UNTIL THE EMPLOYMENT COMPENSATION AND WMMA TOURNAMENT BEGAN, IF PROFITABLE BY A MIN $1.00 A MONTH].

The DEC 8, 2011 WMMA Board of Directors' resolution proved that I, CBI, and MKMA contributed capital to WMMA by $2,000,000 went into WMMA as its capital of which over $2million was forgiven, $880,000.00 was in WMMA/WDI preferred shares and another $880,000.00 was WMMA/WDI unsecured subordinate contingent non-interest bearing notes! Do you forementioned and the fact that my company CBI and Mr. May's Company, MKMA on 1/22 2011 signed the consulting contract which I was a signator of where I and CBI agreed to exclusively represent as subcontractors and mixed martial arts events MKMA whose contract exclusively bound MKMA to only represent WMMA for five years. That contract is contained in WMMA S Board of directors resolution signed by all WMMA directors including the two majority disinterested directors miss the main and Mr Lux judicial notice should be pointed out that in microexamination of Mr. Main and Mr. Lux they admitted separately:

"…That they both jointly controlled WMMA. That they both controlled perspective investor operators and that they made the decision of who to sign contracts with without anyone else's opinion…"

C] in addition My appeal to this commission also disclosed that Judge Murray aided and abetted the McGrath prosecution enterprise members when the day prior to their serving a complaint against me my lawyers filed an OSC for a TRO in New York Federal District Court. The Honorable Judge Bachman dismissed my TRO requesting relief that if the SEC sued me they do so exclusively and only in the federal district court as I pointed I was too ill to withstand the stress associated with 365 day in house hearing and I footnoted I'd be denied a jury trial in addition to due process" judge Murray aided and abetted the McGrath enterprise by permitting it to divert Judge Bachmann, my lawyer and myself by explaining that the Dodd Frank Amendment provided the SEC prosecution with the first right jurisdiction in either inhouse or Federal District Court the migrant enterprise aided and abetted by Judge Murray omitted the material fact A) that all of the in-house administrative law judges (ALJ) were constitutional violators of Article 2 of the Second Amendment's appointment clause which informs the world and if a judge violates the appointment clause any hearing that judge holds is void which is precisely the order of the United States Supreme Court in August 2018 in the Lucia v. SEC matter. In that order the Supreme Court also ordered that no judge that participated in the adjudication of the pre Lucia order could hear the post Lucia if the defendant objected! Based on that order and with complete disregard Judge Murray delegated herself to hear the second hearing in my case despite the fact that Judge Murray had violated Judge Carol Foelak's postponement sine die as after Judge Bachmann was defrauded into dismissing my TRO. Judge Murray appointed Judge Carol Foelak and now Steve in my case after two months of heavily contested a German motion and after during the SEC's first deposition [redacted]

D] Despite Judge Foelak's postponement sine di finding that if anyone forced me to testify I'd be irreparably harmed; despite Judge Grimes who judge Murray replaced Judge Carol Foelak without any reason for the replacement three weeks after Judge Grimes was delegated to my case he had the unmitigated gall to dissolve my protective order and force me to testify by stating in his order that in 120 days I must attend the hearing and testify. I motioned Judge Murray to reverse Judge Grimes' dissolution and forcing me to testify when both Judge Grimes and Judge Murray admitted that they were familiar with Judge Foelak's protective order as well as Doctor Pucino's medical opinion and Judge Murray refused to reverse Judge Grimes. Judge Murray also appeared on some of the hearings Judge Grimes called and answered for Judge Grimes based on certain questions I asked proving that she was a de facto co-administrative law judge with Judge Grimes. There is no question by Judge Murray's violation of the protective order and Judge Murray switching judges in midstream in my case without any reason and by Judge Murray's refusal to reverse Judge Grimes violation of Judge Foelak's postponement sine di and finding a fact that Judge Murray initiated and orchestrated the default judgment I received. Judicial notice should be taken that Dr. Pucino gave me a written order [redacted]

[redacted] In addition to these violations of my constitutional rights in addition to the proof offered and shown on the record that all 7 WMMA investor operators were perjurers and six of them attended the dishonest shareholders meeting at which time Miss Pucino already an overt whistleblower for the SEC suborn their perjury to allege I was a control person that in 2011 my wife sold her right , title, and interest to the three WMMA board members, Mr. Lux, Mr. Main, and Mr. Agostini and in 1/22/2011 in a board of directors resolution of WMMA were contractually obligated to represent MKMA as subcontractors when CBI sold its five year consulting service contract with WMMA to MKMA! In that service contract it states that MKMA cannot bind WMMA in that service contract it states that MKMA makes no guarantees intended or implied of success in its consulting assignments and that it makes its best faith efforts with no guarantees as proof of no control. All 100 contracts I negotiated on behalf of WMMA included that WMMA's board of directors majority had to approve the contract to make it binding and all approximately 40 WMMA/WDI employment contracts were signed by 2 WMMA officers one of which or both were directors of WMMA. The record also proves that WMMA's bylaws provide exclusive control of WMMA to its board of directors' resolutions. All 40 WMMA/WDI Employment Contracts required approval by WMMA's board of directors for WMMA to be bound and as a result represented its board resolutions whether by oral signature or signboard meeting. Mr. Mike Nugugu, WMMA senior VP corporate governance, a CPA, a series 7/13 SEC license holder, Columbia MBA and who completed two years at law school and was an adjunct professor at a New York University in finance. He served WMMA and by his admission in his Chartis insurance claim for $1,000,000 he admitted in paragraph 5 and paragraph 6 that he prepared 100% of WDI and WMMA's 506 reg PPM's respectively, despite that the Wells notice OIP and complaint alleged I was the author of WMMA's PPM. Judge Murray's opinion alleged that WMMA did not have a law firm to represent it and the fact is that I negotiated with and reported directors of WMMA signed a binding contract with PLA Piper, the world's largest law firm. In addition, Judge Murray allege that WMMA had no accounting firm and the fact that McGladrey Pullen is the 5th largest US accounting firm at the time assigned the contract making it WMMA's accounting firm. This proved that Judge Murray didn't know what she was talking about in her opinion. The reason I say this is because I want to use the 1st 13 pages of Judge Murray's opinion to prove that she either didn't know what she was talking about or was malice of forethought she followed the bouncing ball at the SEC McGrath Enterprise Prosecutors put before the commission and the judges for them to fall asleep believe I committed wrongdoing at WMMA when the facts prove and the SEC fraud analysts testified in 2019; that I ,CBI, and MKMA collectively only received $240,000 in fees: but the complaint the alledged that: Mr. Daspin milked $1,000,000 in fees from WMMA causing it to go out of business"

E] please notice below and I referred to each of the 13 pages and an as an exhibit and that further I use letters with respect to each pages misrepresentation in Judge Murray's opinion proving she committed manifest errors of fact which the testimony held in 2019 proved were purposeful errors of fact committed by Judge Murray because the testimony of the 10 SEC witnesses in large part contravene the SEC's complaints' allegations about my wrongdoing! I refer to each page and letter all of which are

attached as exhibits and I will number My comments as well as include them in brackets to enable the commission to look at the page and see the letter of each paragraph and the underlines so that this commission will pick up on each manifest error of fact I did not use all 50 pages because it would take me more than the permitted amount of pages to respond but the 1st 13 pages eradicated and the remaining pages follow about the same number of mistakes as the 1st 13 pages proved were manifest errors of fact or omissions of material fact or a PERJURED statement of fact from perjurers; that Judge Murray knew were perjured testimony:

Ex1[the footnote on page 1 misrepresents that Mr. Agostini made a settlement offer as it implies in Agostini asked for the settlement when the facts are at the Second Circuit Court of Appeals stayed Mr. McGrath and the administrative law judges from contacting Mr. Agostini when Mr. Agostini filed with the second circuit a motion to stay case number 3-16509 on the basis that none of the commission is! Qualified under the Constitution's appointment course Mr. McGrath violated the no contact no contact by writing Mr. Agostini an email stating if you get in touch with me, I'll offer you ideal you can't refuse" this violated to stay of the second circuit after the stay was dissolved the written settlement occurred but the offer of a settlement was made by the prosecutors and Judge Murray not by defendant Mr. Agostini.

Ex2A exhibit 2B Exhibit two way misrepresents the facts as judge Murray did not reassign my case to herself she delegated the case to herself on September 12 2018 violating the justices order that no judge that participated in the first hearing could hear the second hearing if the defendant objected and I objected by filing a motion with Judge Murray farther recuse herself for that reason and the fact that she had a monetary interest in finding my guilt because I had in 2016 warned her and Judge Grimes I was going to sue them after this as he seemed matter was finished and so I believe Judge Murray violated the justices ordered because she thought she could allege that the reason I suited her in federal district court would judge Grimes was attributable to the fact that she found me guilty]

EX2B[judge Murray omits the material fact that she gave the SEC prosecution 9 ½ days and when it was my turn to defend myself she cut me short after two hours because she wanted to take a train die the Boston or Washington DC and she did not permit me to go over all of my defences in addition Judge Murray omitted the material fact that the hearing aids given to me in her courtroom were inadequate but I couldn't hear about 30% of the testimony and that Judge Murray in Lou thereof yelled whatever she thought she heard the witness testified to once Price are even three times before I thought I understood it and by the time I thought I understood it I forgot half the reason why I objected to it which prove that Judge Murray's violation of Judge Folklick's protective order forcing me to testify denied me my constitutional right to protect myself]

2c Judge Murray's allegation that she considered legal arguments my counsel provided in the wells process as my reply brief is false because my reply brief proved that in the WMMA Chapter 11 Judge Gambredella found" as fact" Mr. Daspin committed no wrongdoing and proved that Mr. Maine, Mr Beckedejian, and Mr. Sullivan perjured their declarations in opposition to my motion for the Chapter 11 to be dismissed despite that proof judge Murray used Mr. Main's and Mr. Sullivan's testimony knowing they were perjurers if her admission that she read my wells reply was true and yet used their testimony when the facts and the prima facia evidence disproved it. i.e Mr. Main in direct admitted he wrote with Mr Troppello' the WMMA PPM projections yet the complaint alleges I wrote the projections and I exaggerated them to the defraud prospective investors. In addition, in my cross examination Mr. Main admits that he and Mr .Lux jointly controlled WMMA and that they collectively interviewed and hired

the investor operators and paid no regard to anyone else's opinion' hey Judge Murray found me guilty as a control person despite the fact that Mr. Lux's cross examination by me verified Mr. Main's statement Luxe testified' that he and Mr. Main jointly controlled WMMA. Omissions were right in Judge Murray's face and as my notes on page 5 prove did Murray alleged that the WMMA board of directors had quarterly meeting in resolutions when the facts are they had over 150 board of directors' resolutions proving that the WMMA Board of directors specifically the two majority disinterested directors control WMMA and called the shots with approximately 12 Board of directors resolutions every month which is 3 board resolutions a week not quarterly meetings.

2d[exhibit due day a 2D is a willful material omission of fact by Judge Murray the facts are that Judge Carol Foley was the administrative law judge that made a postponement in a die order" stating is fact that if anyone forces Mr Daspin to testify" He'll be irreparably harmed the facts further are that it was Judge Murray that violated that protective order by playing musical judge jazz and for no reason eliminating judge folk and replacing her with judge crimes judge Mario meted the fact that in the Wall Street Journal 215 article written by Miss Eaglesham captioned'' SEC wins big with the 10 House judges; judge little in macro one:" stated that judge my repression me" to find more cases for the prosecution in that article it demonstrates that the three year average conviction rate for SEC cases in house was 90% while for the same. With the same approximate number of cases the SEC federal district court cases those judges found 32% of the defendants innocent. Judge Murray ordered her presiding judge, Judge Cameron Elliott to submit an affidavit to the Wall Street Journal to contravene Judge McEwen to fix cases against the defendants, in essence, And that Judge Elliott refused to submit an affidavit" and instead submitted a note stating" I will never submit an affidavit in this matter"! Judge Mary dismissed Judge Elliott 30 days after the note and replaced him with Judge Grimes which is the same abuse of discretion taken 30 days after Judge Foelak signed a protective order stopping anyone from forcing me to testify" it was apparent to me and I'm sure will be apparent to you that Judge Murray had extra contact with Judge Grimes because he also violated a judge for protective order dissolving it and forcing me to testify in 120 days and I motioned judge Murray to reverse his order because it violated Judge Foelak's protective order enforce me to hear to attend the hearing in 120 days and she refused to do it those omissions of material fact is what she left out of her opinion.

Ex2E[Judge Murray your metz the material fact that Lucia verses SEC prohibited any judge that participated in the adjudication of the prelude hearing from hearing the post Lucia hearing if the defendant objected emotion or recusal and she refused to do it. She initiated an orchestrated my default judgment. She violated Judge Foelak's f protective order and switched to another judge for no reason then reparticipated with Judge Grimes and some of the hearings that Judge Grimes ordered answering some of the questions I asked Judge Grimes proving she was a covert co-administrative law judge would judge break and in addition had she not violated my constitutional right to the predictive order had she not permitted a change of judges according to Dodd Frank I would have been out of the case because if there's no decision in 365 days the case is dismissed against me and I wish to ill to testify has Murray's conduct was as a delegator for the commission as the primary delegator of my case s them commission initiated the complaint against me! The delegate is the ALJ who has a fiduciary and is an agent and representative of the delegator! As a result, the entire in-house cases are violations of the Constitutional rights of defendants because despite the appointment clause satisfaction by delegating cases to the judges the commission placed the fiduciary on each administrative law judge and by definition made them! Agents and representatives for the commissioners our form of Justice prohibits a finder of fact

from representing either side of a dispute {Violation of the Constitution and of the rules of law is unconscionable and my strategic judicial plan for the in-house process which calculates to $5,000,000 dollars]

If you do the right thing here and agree to pay me From my work effort on your behalf and find and I committed no wrongdoing as a result of Judge Murray's manifesto as a fact this case can be over and I can use the money to donate the charity as well as save the in-house process because part of my recommendation was that you get rid of Judge Murray and replace her with Judge Foelak and that was accepted I also recommend that you stop delegating gasses and assign them using a lottery which Judge Carol Foley can now commandeer and then a point stand by federal or district judges federal district or circuit court judges as advocates permitting them to have two SEC clerks with an ombudsman that's independent of the government or the SEC as a subcontractor administrating the advocates receiving a list from each circuit court presiding judge to cover the nation for no conflict and the advocates would take 30 days or a lesser amount to review the well submissions and then write a superseding meaningful judicial review for the commissioners to have the facts presented on bias as right now the commission is used their own enforcement divisions wells letter is being gospel because the commission is do not have time to go over the well submission assuming 500 Wells submissions a year and five commissioners is 100 wells transactions per commission at best each commissioner only has 20% of his or her time which equals 400 hours which equals 4 hours to review 1000 pages including the wells referred to case law and abstracts of depositions there's no way that a commissioner can do justice to a perspective defender spending 2 minutes of page that is the reason why in federal court 32% of the defendants were found innocent and approximately another 17% settled because they had the ran out of money or their legal fees would be more costly than the settlements that's a 50% batting average The in-house process is fixed against defendant for those reasons my case has 20 pages of documents there's no way my law firm could provide a fully meaningful answer to the wells notice in 45 days however the prosecution held back filing the wells notice for three years so that they could grasp all facts and conceal those that contravene the allegations of wrongdoing that they put in their wealth their OIP and in their complaint this was a rigged case the prosecution felt they could roll over three defendants that committed absolutely no wrongdoing and they settled two of them Mr. Lux for no money and Mr Agostini for $10,000 down and $500 amount a mont. May the finding of guilt against a person with their own witnesses stated was only a consultant which sold his direct consulting interest through CBI to MKMA and was a subcontractor that had no authority to bind and that all of the 40 employment contract did not have me as a report to person in addition to the SEC whistleblower to Ms. Puccio suborning the perjury of all the WMM investors to allege I was a control person when the facts prove otherwise SEC tried to make a securities case out of a 506 Reg D exempt security private placement memorandum at the SEC stamp on October 10th 2011!

Ex3a] Judge Murray knew as did the SEC prosecutors that the alleged issues were concocted issues now were untrue. Judge Murray knew at the enforcement division concocted claims of wrongdoing at some of its witnesses admitted they committed

3c[&3d][judge Murray misrepresented that she applied a preponderance of the evidence as the standard of proof the reverse is true that the proponents of evidence proves my innocence and that she did not use it Judge Murray also misrepresents and rejected all arguments proposed findings and conclusions when they contravened and were inconsistent with our decision

3e][Judge Murray's admission that I am very smart should be judicially noticed because no smart individual if he had scienter had any knowledge of wrongdoing would permit his wife to loan and her advance on an unsecured basis to WMMA over $515,000 .parentheses seem as the she bank is 6 section book outlining each and every dollar my wife advanced. What smart person knowing of wrongdoing would permit his wife to lose a portion of the pension she was relying on to retire. In addition, I through CBI and Mr. May to MKMA capitalized WMMA which $4,460,000 of unsecured subordinate non-interest bearing contingent notes as capital while the SEC fraud ordered testified we collectively only see receive 240,000! What smart individual would capitalize WMMA in that amount losing 20 times the amount they capitalize because the fraud analyst testified we only received$240,000 not the million that I was falsely accused of milking WMMA by the SEC Wells the SEC OIP and the SEC complaints wrongdoing allegations]

3e[Judge Murray mistakes my plea bargain would the government of the United States I did not plead guilty to committing a felony bankruptcy fraud' I pled guilty to That participating with my partners of a truck holding company in disclosing to a receiver the locations of leased equipment by a debtor in possession! The facts were that deterrent possession which we had no ownership of fraudulently induced by paying off our terminal manager to permit them to build one of our recently acquired trucking companies for two trucks for every one truck they delivered for six months they've committed a fraud against the company that we purchased the stock of our attorneys informed us that since we had possession of the chattels we were not unsecured creditors and that the debtor was obligated to Bayes back for the fraudulent theft but that'll refuse so we didn't disclose the trucks I didn't commit a bankruptcy fraud I just concealed assets that my lawyers told me we had every right to hold onto"

EX4B[Judge Murray completely misrepresented the plant the plan of WMMA was to use the internet the telecast events that's the reason and Larry Lux was high he was the former president of Playboy the largest Internet entertainment program on the Internet WMMA was a sports entertainment Internet program and that's the reason we signed the contract for WMMA with I MC which the Board of directors of WMMA approved in its resolution by all three WMMA directors the distinctions important if you read Mr. Lockett's Brady you will see he testified that Mr. McFarlane from meeting with black ops to WMMA Web designer in order for locket a newly hired CIO to arrange black ops in I MC to interface together so that the I MC database of 830 million double opt on people would be able to see the Internet telecast using pay per view to distribute the cash flow 90% to WMMA and 10% to INC including ithe exclusive use of its database and its payment of all broadcast costs whereas cable cost WMMA 50% of its revenue this strategy in short if McFarlane, Jarell and Wayne Craig subsequently with Mr. Doug Main collectively the leaders of the McFarlane Newco Enterprise had not blocked Mr. Lockett then the 3/31/12 event could have been an Internet event and the pre production costs and other costs paid by WMMA of approximately a half a million would have been zero. I MC would have fronted all those costs and we would have had 830 million potential viewers to see a charitable event in retrospect it's apparent that MacFarlane and Jerrell and Craig wanted a cable program so they could rip off WMMA of the extra 4400 shirts occupied the ticket master did not pay WMMA for and to enable cray to steal 15 WMMA branded T shirts selling at $20 each generating $300 that he stole with McFarlane's help because the euro deal was he'd received 10% of the net after direct core sales of 250 per T shirt which would have left WMMA with over $220 and another 110 for the tickets that they stall from WMMA in addition the SEC fraud analyst in 219 testified that two weeks before the cable event the WMMA financial team composed of Mr. Sullivan and Beckedejian with Main by that time represented Jarell Macfarlane and they Dramatically

reduced the last budget submitted to the board of directors to $450 when two weeks later" wMMA lost $1,000 as the fraud analyst testified at that 3 event' rather than my stealing and milking $1,000 from WMMA it was the McFarlane enterprise that lost a million I was alleged to have committed a wrongdoing"

ex4e] finally" an exhibit for Judge Murray admits the sale of WMMA branded digital content and related product or important elements of in Daspin's plan"

ex4e[Here's Mary's omission of the material fact and Mr.Lockett's Brady admits the interference by Macfarlane preventing him as chief information officer of WMMA getting black ops together with I MC to permit the Internet event to occur on 331 twelve and the reason she doesn't is because the SEC prosecutors made a deal with MacFarlane and his lawyer Richter to use me as his red herring to pretend that I milked the $1,000,000 in fees when the SEC fraud analyst together with Mr Lux's 2011 SEC that position concluded that it was Mr Mcfarlane's mismanagement gross mismanagement that lost $1,000,000 of WMMA equity and that I ,CBI, and MKMA collectively only received $240,000 in fees when from 4/1/2010 to 10/12/2012 I put in 30 months of hard labor and only received $180,000 of the $240,000 and cash fees would CBI&MKM investing $4,460,000 and WMMA cap an unsecured non interest bearing contingent notes. Judge Murray also doesn't disclose that on December 8th at a WM 2011 at a WMMA board meeting CBI&MKMA collectively forgive most of the $4,460,000 retaining only $880,000 of WMMA/ WDI preferred chairs an $880,000 of unsecured contingent notes with the balance forgiven as WMMA cap! When would any person knowing something committing scienter ever be such a benefactor to WMMA!N0,N0!!]

NOTE So far including foresee up to page 14 there are twelve board of directors meetings it took place organizing the transactions referred to on those pages in addition Judge Murray admits they were approximately 100 WMMA contract sign all of which required boarded directors approval which requires a resolution whether oral or in writing and another 40 WMMA employment contract all of which require in the boilerplate at the board of directors approved the contract else the person could not be employed by WMMA that's 149 board of directors resolutions and as this commission will see Judge Marie represents in 5E[FIVE]E; THAT the WMMA Board MET QUARTELY!' quarterly" I notated on the right side of each page[B.o.d]which represents Board of directors meeting!

Ex5c[judge Murray opinion in five seat demonstrates office 3" as she alleges.. Mr Lux Including as managing director of National Geographic Interactive and President of Playboy and his involvement lent a patina of respectability to the enterprise for some of the investors' at the gross misrepresentation his background as the president of at that time the largest Internet entertainment company in the world for pay-per-view represents a magnificent synergistic CEO as that was the very essence of what WMMA was supposed to provide and be the low cost provider of mixed martial arts events since UFC the largest competitor in the mixed martial arts entertainment paper view industry produced and directed their events on cable TV costing them 40 to 50% of their gross profit margin whereas WMMA's strategic plan was to use the Internet costing 10%. Using the Internet and paying 25 Of the pay per view to the regional promoters and fighters and another 3 to paypal after deducting 10% to IMC With the 67% gross profit March Which based on the projections of Mr Tropello and Main request another 10% leaving WMMA with 63% pure pre tax cash flow where is UFC that generated $4billion of revenue in 2011 attributable to 40 events generated $400 million pretax and sold out in 2012 for $4 billion in cash @a private sale]private sale!

Ex5d][Judge Murray's allegation that my testimony that the WMMA Board of directors was chosen by consensus' but my account of a group discussion is implausible given that the positions of Lux and Main were established earlier by their employment agreement makes absolutely no sense! WMMA was incorporated on 4/10 prior to Mr Lux and Main receiving their board of director seats Mr. Agostini, Mr Nwugugi, Mystics Rapelo Mr Garage Four or five others sweat equity senior positions or all promised sweat equity positions as Co-incorporators agreed to the employment agreements given Mr Lux and Mr Mayne which were in the last quarter of 2010 and as a matter of fact Mr main testified that he thought that all the people he met in my basement had invested hard cash which is not only implausible but dishonest because Main was the 1st president and secretary to open up the WMMA Bank account and he knew who the officers and directors were he also knew he was the first investor Hello Judge Murray makes a good try I tried to discuss the history and issues or omission of the content of over 10 pages of documents WMMA produced to the SEC by subpoena is probably the reason for some of our manifest errors of fact but the remaining errors in fact are willful misrepresentations by a judge known as a hanging judge based on former Judge Lillian McEwen's wall Street Journal testimony that Judge Murray pressured me to find more cases for the prosecution judge Murray pressured me to find more cases for the prosecution"

5e][judge Murray statement" judge Murray's statement the WMMA board met quarterly the WMMA Board met quarterly" as an outright lie as an outright lie because later on in her opinion she admits there were over 100 they were over 100 WMA corporate contract sign and each one had contained within it;" it was subject to WMMA's board of directors resolutions as well as the 40 WMA WD I employment contracts all of which required in the contract at the board of directors must meet to approve the employment contract and the investment contract that the board of directors must meet and in her face and my cross examination of both Mr. lux separately and then the next day Mr. Main testified that:

"… they both jointly controlled WMMA selected the investor operators and hired them without the use of anyone else's opinion". Judge Murray admits 40 WMMA WDI employment contracts &100 corporate contract were signed; but had she read them she would have seen they were subject to the WMMA board of directors approval in writing [ie board of directors meeting of over 149 in 18 months or on average=5meetings a month, or one[1]a week!Not7meetings over7quarters! Judge Murray's magnificent understatement of the board meeting was meant to prove that I was in control of the company when the facts of control we testified by Main and Lux in my cross! I was negotiating deals I negotiated 14 regional promoter contracts in formations of the world for WMMA to live up to it's 2012 projection which miss the main testified on direct he and Mr Tropello wrote that WMMA PPM projections[not me as the complaint alleged fraudulently]

ex5f&5g][judge Murray's misrepresentation also goes beyond perjury into a criminal wrongdoing by Judge Murray I never stayed at MacKenzie M&A was my private consulting company Mackenzie M and a was owned by Larry May I did testify and the board of directors resolutions verify that the WMMA board consisted of Mr Agostini the chairman of the board and chief administrator of WNMA Mr Maine WMMA's president and secretary and Mr Lux WMMA CEO with the three of them the WMMA directors the fact that in my cross examination both Mr Lux and Mr Main separately each admitted they jointly control WMMA' not only disproves Judge Murray's inference that I was the controller of WMMA but it makes her a perjury and for a judge to perjure herself in an opinion for a judge to pressure other judges subordinate to her to find more cases for the prosecution is a criminal offence but this commission to

find my guilt you would be aiding and abetting criminal conduct against me it's not your fault that the chief judge concealed for eight years the fact that she and none of the other four administrative judges Two of the Second Amendments constitutional requirements they cheated or rather the then commissioners and Judge Murray the chief administrative judge who had a fiduciary to ensure that all the judges beneath her were properly appointed cheated on the defendants if not for the leniency of the United States Supreme Court only holding the SEC commission's feet to the fire on 149 defendants whose judgments were avoided under the statute of limitations I calculate about 700 in house defendants were defrauded by the fraud perpetrated by none of the administrative judges being constitutionally appointed they were all violators! Including Judge Murray

EX5G][The problem with Judge Murray is she hid from the 219 cross examination testimony of Mr Main and Lux judge Murray knew they were both perjurious because she admitted she read my wells reply and in it I disclosed that in the WMMA Chapter 11 Mr Main lied when he stated that he never participated in the WMMA PPMS I replied Declaration exhibited his WMMA employment contract and in it it mandates that he must participate and all the WMMA and WDI PPMS and in his direct testimony on 2019 in front of Judge Murray he admits that he and Mr Tropello wrote the projections in the WMMA PPM disproving the allegation in the complaint that Mr Daspin wrote and exaggerated! The WMMA projections to the fraud investors in WMMA's Chapter 11 Mr Main also" declared that he heard me direct Mr Sullivan not to write and file at 1099 against" MKMA Mr Beckedejian corroborated that perjurious allegation which was made by Mr Sullivan in the WMMA chapter 11"" alleging I directed him not to file a 1099 against MKMA I exhibited in my reply declaration Mr Beckedejian admission in the 6/192012 dishonest shareholders' his meeting wherein he stated to Mr Sullivan" and the other 5 WMMA investors partners at price at KPMG inform me WMMA is in the clear" by not filing a 1099 against MKMA I also exhibited , at Mr Sullivan's employment agreement which gave him one report to he reported only to Mr Main to then president of WMMA so if Mr Main and Mr Lux testified that the board resolutions concerning the WMMA companies structured and transactions originated with Daspen who controlled all the conceptual direction of everything end of quote that was the subornation of perjury at the SEC prosecutors concocted but they could have said and it would have been truthful was that I am Luigi Agostini founded the company in my basement on 4/1/2011 and that I was hired in 1/2/2011 to CBI with a five year consulting contract to develop strategic planning deal making negotiating and human resources procedures which CBI sold MJMA on 1/2/2011 and a five year consulting agreement and which CBI with me as its CEO agreed to be subcontractors for MKMA providing import those services if that's what they meant by the conceptual direction[] of WMMA instead of using the word everything that would have been true but that didn't give me control of anything because it was up to the board of directors to dissect any contributions CBII or MKM may made and the whole board of directors meetings and vote on the strategies vote on whether the initial human resource interviews should then proceed to board a director membrane interview vote on whether a corporate contract should be approved by the board or not or a change or what clearly control was as they testified in the face of Judge Murray in microexamination any testimony before the concocters of fraud the concocters of perjury must be disregarded because there's no question that on 6/19/2012 the SEC whistleblower to Ms Puccio on page 17, subornation of perjury of all the investor /operators Mr Lux was not in attendance as he never invested a penny and Murray wasn't in attendance because as they admitted in the Dishonest Meeting they didn't want to admit MAIN participation with them as Mr Sullivan did" that Mr Main and Mr Macfarlane were soon to be meeting me for negotiating with them the alleged sale of WMMA to Macfarlane's Newco, so Sullivan didn't want to respond to my email to all of the investor operators.

Judicial notice should be taken judicial notice should be taken the extent to which judge Murray the extent to which judge Murray wanted to prove I was a control person when the prima fascia evidence the admissions of Lux and Main and microscan cross examination the admissions of Luxe and Maine and my croissant proved they were the control persons cross examination proved they were the control purse the proof that I was not a controlled person and that judge Murray should have used was Mr. luxe's 8/20/2013 SEC deposition we're in he stated:

> "…Mr. Daspin was not an officer director or shareholder of WMMA ,he was only a consultant he had to be invited to the board meeting by a board of director member and then if he was invited none of the directors had any obligation to agree or disagree with his opinions.."

Mr. Nwugugu wrote the lion's share of the WMA PPM and then if he was invited none of the directors.. had any obligation I stopped participating in the WMA PPM work in progress because I believe that none of the prospective investors believed in the projections of the PM's anyway Mr Nwugugu wrote the lion's share of the WMMA PPM.. Daspin was only a consultant that testimony was given before the crooked orchestration of the SEC prosecution Mr. Nicholas Coladny left the SEC prosecution team no a government employee he refused to attend the 2019 hearing because he knew that Judge Murray violated judge Carol Foelak's protective order and the Supreme Court's order that judge Murray should not hear the second hearing because she participated in my adjudication of the Pretty Little gear judge Grimes default judgment. Judge Murray was the initiator and orchestrator of my default judgmeent had she not violated Judge Foelak's protective order had she not switched judges in midstream for no reason had she not appointed her pet presiding judge after her prior presiding judge refused to contravene judge Lillian McElwain Wall Street Journal declaration that judge Murray pressured her to find further prosecution there would never have been a default judgment against me the case would have run the remaining 200 days and according to Dodd Franklin dismissed. What this case is all about commissioners is the corruption within the very womb of the in-house prosecutorial relationships'; let's face it judge Murray violated her oath to protect the constitution from inside & outside threats as she herself was an inside threat, she also Co conspired with the McGrath &O'Connell prosecutors' and concocted a guilt alleging I committed a wrongdoing at WMMA,in violation of judge Grambredella's finding of fact that:

> "…Daspin committed no wrongdoing at WMMA.." five years before the 2019 hearing!

Judge Murray knew Mr Lux SEC 8/29/2013 SEC deposition testified :

> "…Mr Daspin was not an officer, director or shareholder of WMMA..: and that Daspin was only a consultant of WMMA..that Daspin needed a WMMA board member to invite him to a WMMA board meeting& then his opinions did not have to be used or not used as each director decided…"

Judge Murray refused to use the prima facia evidence but I submit use the evidence the division gave her to write our opinion. After all she delegated 25 cases formerly of Mr. Grimes in 216 to herself do you think she had time to read the 20,000 pages of documents and my case she was hand fed by the prosecution oh tree and the other delegate administrative law judges and the prosecution enforcement division with divisions oh the Commission because the judges were delegates of the commissioners making them agents and representatives of the commissions regardless of being appointed under article two of the Second Amendment the in-house process consisted of the perpetration of a fraud and hoax against defendants that the division knew they could not win in a federal District Court because the federal district judges we're honest brilliant and had heard it all as magistrates as top lawyers and their

professions we're directly appointed by the president while the in-house administrative law judges were appointed by mid management of the SEC itself and in the case of judge Grimes judge Murray admitted that she violated the process by sitting in and interviewing Judge Grimes before he was appointed by the mid management panel what my case consists of is the very proof you commissioners need to correct if you want do your jobs right pay attention to my advice I'm 85 I'm judgment proof you can't harm me I'm trying to give our country a gift I'm trying to clean up the crap inside your own house and help you do it and I ask that you pay me for the time I put in because when I was fraudulently alleged to be a target I had to stop representing joint venture partners because I had a fiduciary to represent to them I was a target by the FCC and none of them wanted to participate with anybody in that precarious position then when Mary Jo white and our commissioners permitted A complaint to be initiated against me by constitutional violators in house without disclosing that to Judge Bachman, Judge Bachman dismissed my TRO motion judge Murray aided and abetted Mr. McGrath to defraud me my lawyers and judge Barton and when Judge Foelak found I was too ill to testify search Murray violated another judges finding of fact after two months of a heavily contested hearing which the prosecution did not appeal So what judge Murray do she wanted her taste of blood she's a vulture she's the criminal I've always been an innocent this panel loads it to me to be just and fair and equitable president Biden knows it to me because the willful fraud perpetrated against me caused my wife to drink alcohol which caused her alcohol induced Alzheimer and I lost my darling of 59 years of marriage and 61 years together January first 2020 exactly for nine years before the 1/20/2011 sale by CBI to MKMA of the WMMA five year consulting agreement!

EX5H][who in the world could believe that I dictated every decision made by lux and main with respect to everything’ main was this season doctor in chiropractic and building developer who trained both his sons to be mixed martial arts athletes 1 Andrew main was it professional mixed martial art athlete who fought for UFC on its Cablevision preliminary events and locks was the former president of playboy.com at the time the world's premier pay-per-view entertainment Internet site you Hefner generate hundreds of millions of dollars from that site and Larry lux ran it as present when the SEC prosecutors covered with the blood of innocent defendants couldn't lead him couldn't suborn perjury look at her representation in exhibit 6A

Ex6a][Alex 's admissions or alleged admissions were made after the prosecution bribed them with the settlement costing him not one penny that's why he alleged that the board never reviewed prior contracts and that the” board had not done any review.. Because he needed income lux would sign all papers and resolutions prepared by Daspin that he didn't understand! SEC prosecution made Mr. lux look like a dumb fool when the man and an MBA was the number two officer at National Geographic the president of Playboy it's tragic all these quotes came from the SEC enforcement division that they sent to judge Murray to include in her opinion it's their opinion of their own BS don't be taken in by it my cross examination proved the facts the prosecution here has Mr. lux alleging criminal events that he permitted contracts he never reviewed nor understand to be signed because he needed money the man's compensation was $2000 a month plus 150,000 a year salary paid monthly at the rate of $12,500 a month in any month WMA made $1.00 in profit after paying its bills and all of its employees they're deferred compensation and in consideration for that he received warrants that if Mr. Main in Tropello's projections and the PM were true because Mr. Maine testified he and tribal wrote the projections at the SEC fraudulently alleged I wrote and exaggerated to defraud prospective investors main also receive 30% my wife's 90% in WH LD he didn't lie for anybody he certainly didn't lie for 2000 a month compensation

he believed that he could make the difference and take this start up where it deserves to go and so did miss the main well he wouldn't have invested $350,000 in the venture the fact that judge Murray will disregard my cross examination testimony of Maine and lux admitting they were in control without using anybody else's opinion of the investors and who to give employment contracts to the fact that she knew that luxus 820-9213 SEC deposition proved that I was only a consultant and no director had to listen to my opinions and I could only attend board meetings if invited by a director and then use the BS that was extricated by this crooked prosecution team nauseates me I'm too ill to take the stress what goes on in these in house proceedings when I read this filthy fraudulent opinion it's goodbye and good riddance to judge Murray she deserves to be hanged how many years are innocent defendants did she frame I guarantee you judge Lillian McEwem, who admitted to the Wall Street Journal that Judge Murray pressured her to find more cases for the prosecution wasn't the only judge had she practice her nefarious Machiavellian art on because Presiding Judge Cameron Elliott refused to contravene judge Mcewen that's why he was the mode by judge Murray that's why Judge Foelak was separated from my case because she found I was too ill to testify in a 2 month hearing if this Commission doesn't clean up the filth contained by McGrath and O'Connell still working for the SEC enforcement division and you're not doing your job at least you got rid of Murray God bless you unfortunately the two tiered requirements to get rid of an administrative law judge using a merit panel first and then the president having to dethrone the merit panel in order to get rid of it criminal judge is probably why you endured with Murray but right now you have a great judges chief administrative judge let's follow the rest of my strategic litigation plan judge Murray admits and exhibit 5C that I'm ver, very smart and strategic planning is 1 I'm like good point.

Ex6b][exhibit 6B represents another perjury in the complaint the no IP and I put the common shares of all WMA companies held in trust for my wife1 the fact is it missed the main and Mr. lucks on two separate dates asked me if I and my wife when extricate ourselves from participating directly in the startup because they were concerned then it might adversely affect WMA's performance of signing up promoters or getting the best human resources at that time I was a defendant in Chamco versus and filed the Chapter 11 in California before the honorable judge Theodore Alfred they also alleged securities fraud and it wasn't until 12/31 2012 that judge Alfred found me innocent of all wrongdoing allegations I was 77 years old and tired I enjoyed structuring the strategic plan as I had been captain of New York university's wrestling team and was undefeated I had a full scholarship there in the heights campus on 183rd St. In the Bronx mixed martial arts is about 70% wrestling and most wrestlers become champion mixed martial arts fighters I had no desire to run a company I had owned over 350 corporations as one of the top merger and acquisition professionals in this country I appraised over 10,000 companies and only acquired 3 1/2 percent as my acquisition rules were strange four federal bankruptcy judges found me as an expert business appraiser and I testified as an expert on certain occasions when one of my firms was interested in buying a deterrent possession I agreed with them at that time Maine and lux and Mr. Agostini were boarded directors members and I believe that if my wife sold all right title and interest WH LDL 1:15 to 11:00 when the corporate stock book hadn't even arrived because it was incorporated on 113 to 11 and if the buyers I eat the three WMA directors gave her a five year warrant to repurchase at higher price and if I sold CBI five year contract with WMA to MK MA says that Mister may could handle WDI from the southeast I like could work in New Jersey on WMA then I'd get the best of all worlds and Joan and I would not be victims of lawsuits of investors who wanted to try to steal the company by alleging they didn't know I had a felony until after they invested fortunately me for me in 2006 to today my EM Daspin andco.com website declares my felony and six year prison sentence so nobody could say

they didn't know if they had a high school education because in 2011 everybody used the Internet to check on the backgrounds of people and since I signed every WMA employment contract with my full name and since each applicant that the board of directors decided to hire was sent to the prospective applicant three weeks to a month before they had got their pension money arranged to sign the subscription agreement nobody could say they didn't know my background even though Mr. young and testified and Mr. Tropello in the WMMA Chapter 11 that he attended each and every interview with the potential investor where I disclosed my felony in prison sentence at my first interview meeting just as Greg Lang Harvard MBA vice president of ABC sports invested in WMA and in his Brady he disclosed that I voluntarily disclose my felony in prison conviction at his first interview I and my wife had a database of several thousand resumes of senior executives that we're looking to place themselves and in addition about 300 executives applied to a blind that they then received an overview and with it before any names were disclosed they had to sign an NDA before they were introduced at the New Jersey headquarters to the WMA senior officers and exported directors so my wife and I participated in the preselection of those resumes we thought might make good officers and or investor operators and it was then up to the board of directors namely Mr. Main and Lux wound 63% of the common stock at WHL D Mr. Nwugugu made a mistake when we explained at Main and Lux and I and my wife had agreed we would disengage from WMMA he thought we meant a trust a trust would not have given us a disengage because everybody would have said exactly what the SEC prosecutors perjury. Nwugugu made a mistake he made it a trust the day after we signed it we read what we signed and we realized that no Google did a bad job and he had to write it over as a sale contract with a warrant and a non delusion cause the second contract was a contract of sale of common shares and not of the common shares of every WM a company and not a trust of every WMA company that mistake was cured in 2016 but they dated the contract of sale on the date that the Google made the mistake of making it a trust that's the reason why I acquired my wife's warrants and I purchased the sale of the common shares she sold her right title and interest to for $1000 deluxe and 1000 to main because under the sale and warrant agreement if a man resigned from the board of directors we could exercise the war and so after I exercised the warrant after the board of directors controlled by main and lux permitted McFarland and his enterprise members to rape WMA at the 3/31/12 Wounded Warrior event that I step up to the plate and buy upon the resignation of luxe furs his 30% and then around August Mr. Main’s 30% morning 60% around September 2012 on trade 31 to 12 all but $100,000 of the million one in the bank was gone I never had any control over WMA and that was admitted inLux’s 8/29/2013 SEC deposition before he settled with the SEC and agreed to perjure his testimony and that was settled as fact when Lux and Maintestified they were jointly in control and didn't use the opinions of anybody else all of a sudden judge Murray tries to hit a home run from third base we are not allowed bats judge Murray didn't know all this nonsense and detail this was all a scam of the as she seen prosecutors and one of them nick Cologne refused to participate once he realized they were trying to frame me as a guilty person use me as mcfarland's red herring

Ex6][exhibit the admits the truth and a manner right the judge admitting and my wife cell of 30% to each board member had a clause to protect her interest as a seller we were accommodating Main and Lux’s request and we take a second class seat with no problem they had no fiduciary to my wife that was the nonsense in the trust that Mr. Nwuigugu made a mistake and on the 16th he had to rewrite the contract to be a contract of sale there was no general partner as alleged in the second paragraph on page 6 which I underline that was no good who's hallucination when he thought my wife wanted control my wife had no reason to control the company she had her masters in statistics in psychology show me come loudy around the graduate with some of them loud she was an adjunct professor and she was a consultant for

Charles Brown the CEO of AT&T before it divested the many bells he had her flying over the country giving tests to applicants that wanted senior executive positions in the mini bells and I'm happy to say 90% of our recommendations were approved by the board of directors of the largest corporation in the world at that time the only reason that my wife had ownership of WHLD was because on 41210 my current company CBI that I purchased from my wife in 2008 signed the contract to buy our shares for a half $1,000,000 we paid 150 down and CBI ordered 350 and I personally guaranteed that that in addition on 4/1/2010 she agreed that she would loan up to 350,000 for WMA and on about two 3211 she started funding her loans which in total including the 78,000 2010 startup expenses totaled about 378,000 of unsecured 3% simple interest loans contrary to the complaint alleging and her fees were paid to the detriment of WMA's working capital that went down Mr. man's initial 250,000 investment which was the total common stock investment of two or three units on 12/15 to 10 went up by 12:31 to 11:00 to a million 250 in the bank after my wife received her entire loan paid back the equity not only increased of cash in the Bank of a million 250 and prepaid expenses of 1,000,000 150 for total equity of 2.4 million but she CBI my company and MKM I missed the mains company contributed capital of $3,040,000 of loan forgiveness and we took 880,000 of preferred stock and WMA/WD I and we're still owed 880,000 in subordinated non interest bearing contingent notes our total fees were close to 4,660,000 and after payment of 240,000 on December 8th to a board of directors meeting signed by all three directors we forgave over $3 million of a fees that were earned accepted 880 of contingent subordinate non interest bearing notes and the right 180,000 of preferred stock in the combination WMA NWT I does that sound like somebody that milked $1,000,000 in fees like the complaint allege does that sound like somebody that committed signature that some sound like somebody that wanted to control WMA this Commission cannot and should not rule on my motion that dismissed from anesthetic manifest errors until you check out each and every allegation that they made and the prima facia evidence and facts that I made so you know the truth and do it fast before I die please

Ex66d][exhibit 60 says my wife sold her warrants giving her the right to repurchase the shares that's prove it was a stock sale not a trusteeship with my wife as a general partner the prosecution can't get their lies straight that's what happens with burgers it's just like Mr. lux who admitted in his eight 29213 SEC deposition quote missing the Google did the lion's share of WMA's PPM" yet in 219 after the SEC prosecutors she burned his perjury on direct he comes up with the nonsense that I wrote the entire PPM by dictating it over the shoulders of Mr. young he forgot all the other lies he told about me writing every contract about me telling everybody what to do when he knows the falsity of it I'd have to be Superman to do what the SEC sub one the perjury of mainland luxo do Maine was promised to share of the judgments that judge Murray or whoever the in-house judge was that were gonna defraud so he thought he was fighting for a share of a potential $3 million for well Mr. lux made a deal with the devil that he would lie for them if they let him walk without paying a penny where in the world did the SEC prosecutors think except a sellout judge like judge may and Murray where in the world did they believe they could get somebody to believe that Mr. lux an MBA from a fine university senior VP and National Geographic and the present aplayboy.com would be stupid enough to perjure that he didn't know what he was signing and he signed everything he was told and then he was somebody's *******" the fact that judge Murray regurgitated this perjury sickens me how does it make you feel as commissions??

Ex6f][is an outright lie I did not become a director of the WMMA companies after my wife purchase the warrants that she sold to lux in Maine the facts are very clear I purchased our warrants when Mr. lux resigned I purchased a warrant and I exercised it to buy his 30% interest and WH LD and around the

August missed the main resigned and I purchased my wife's warrant and exercised it against Mr. Wayne ME to buy his 30% interest in WHLD and in five ten 2012 before I owned any stock and before I was a director of any WMA company Mr. Craig sent a self-serving e-mail alleging he was fraudulently induced to acquire 8 regional promoter areas and worldwide USA parent Musa and the parent they try to coerce WMA to give him 25% of the common of Russia free and pay for each of the 32 regional USA events he was contractually obligated to hold for five years in which in each event would cost them $40,000 to produce a regional event times 32 a year because he owned the eight regions for not one penny which is a $3.2 million a year investment for five years with him keeping the entire live gate and he and his fighter champions at the regional quarterfinal semi and national final would split 25% of WMA's pay-per-view with WMA and its subsidiaries retaining the other 75% when he wanted a force a change in the free regional contracts I think he paid a dollar for each region we knew we were in for a lawsuit and then the board of directors Maine, Agostini, and lux asked me to be VP and they asked me to stay the contract between WMA and MK MA because I'd have a conflict of interest if I was in senior VP troubleshooting of WMA and if I own 50% of the gas flow associated with MK MA's consulting so my relaxer won 2 1/2% at WHL D agreed to stay the contract so that I would not receive a penny nor would MK MA until I straightened out if possible what appeared to be lawsuits coming from Wayne Craig Mr. Craig alleged security for he sued in Arizona State I removed it to federal District Court in New Jersey I answered his complaint then attached two exhibits that he referred to but that he did not enclose in his complaint the exhibits contravened each and every allegation of wrongdoing in his complaint and a federal District Judge in Newark NJ dismissed his complaint with prejudice against me and WMMA. Wayne Craig stole 15,000 T-shirts from WMA he was supposed to sell them at the 3/31 event for 10% of the Net margin after deducting the $250 cost and the selling price was $20 A T shirt they were all branded he kept all the money alleging that he charge the $300,000 that the shirts would retail for lending the WMMA his Octagon ring which cost them new four months before $15,000 so he wanted $300,000 to loan us a ring at the same time he signed a contract because he only eight largest car warranty company in the United states to be an advertiser at the end of man Bell Canada event I believe he was indebted to us for $500 and that is warranty cost the consumer $3200 annually he never paid the suspended because McFarland did not disclose on the end demand cable the warranty infringement signage at the beginning of the event five international bloggers showed WMA's event free and I calculated about 50,000 to 100,000 MMA fans sought and probably 10% bought his warranty at 50,000 he would owe us 500 * 50,000 or two and a half million dollars he never paid WMA or penny and he stole the 300,000 of WMH T-shirts in retrospect it was obvious that Maine was twin gated because around January I recommended to him as a director that he hired McGladrey and Pullen to audit the 3/31 event this is when WMmA had a million 250 cash in it and it's affiliates bank account he comes back and tells me it's too much because they want the $20,000 to do the audit first of all the audit was needed because in 2012 WMMA to provide audited financials it had no income for 2011 so there was no need until probably may of 2012 what's the next thing but there was no revenue until now the projections of the budget at that time when I spoke to me was about $500,000 of pre-tax profit and about $2,000,000 in sales and there would be a half a million in cash receipts so obviously to protect the half 1,020,000 was worth it have a certified audit of the event with me said he didn't intend to do it and he was a director in stockholder and I was merely a consult Pennywise and dollar foolish and I became an officer of WMMA once the directors realized that Wayne Craig was about to sue from his five ten 2012 e-mail to the board and me alleging he was we violated securities fraud and fraudulently induced them to buy as a regional promoter territories in the United

states and then coarseness to pay the $3.2 million and he had committed to in his eight regional contracts providing 4 events a year per region

Ex6d finally an exhibit 6D and 6G judge Murray agrees that there was and the Mackenzie service agreement and resolutions of the board but she has the wrong date it wasn't December 15 2010 Mackenzie's exclusive agreement was 1/20/2011 and my wife cell of the right title and interest of the shares of W HLD was 1:15 to 11:00 the December 15 2010 board resolution she's talking about was Doug Main's investment of $250,000 in WSU a common shares to units having a face value with $500,000 subsequently Louis Naglia the owner of a top regional promoter mixed martial arts promoter at the Tropicana in Atlantic City it was supposed to be one of the regional promoters and possibly become a 50% stockholder of worldwide USA his father my best friend and honest racing commissioner Joe naglia informed me Lou was not going through with the oral agreement we had however on December 15th 2010 as I recall Merrill walked the owner of IMC and it's 830 million double Upton e-mail Internet sites signed an exclusive contract with WMA that I negotiated my fee for CBI was a million and I forgave it in exchange for my wife owning 90% interest in WHL D proving I was in for the long haul not for the upfront fees encourage Mr. main to stick with it despite the fact that new moon Neglia from the ring of combat in Atlantic City decided not to go forward and 90 days later Mr. main exercised his 90 day warrant to purchase 2 1/2 percent of WHL D common by exchanging his two Wilson units plus $83,333.33 for the 2 1/2 percent common stock for a total investment of $333,000 for 2 1/2 percent WHLD so judge Murray's alleged facts are nonsense she has no idea what she's talking about check it out.

7a]-7c][the allegations of judge Murray's opinion in six eight to seven C require her to see associates list and then Mackenzie were not one in the same I own CBI which at the board of directors request and vote so that's five year consulting agreement to see CBI and the terms of the consulting agreement negotiate with the board and Mike no Google memorialized it in that agreement it was unilaterally structured for the benefit of WFM not me CBI or McKenzie in fact look at the 1/20/2011 CBI dashboard MK MA and WM a five year consulting contract states number one MK MA has no right to bind WMA 2 MK MA services are on the best faith efforts basis free CBI would desperate as its CEO is this subcontract for MK MA 4 neither MK MA or any of its affiliated entities or individuals can receive any fees for any service unless WMA generates equity or pretax profit and in that event there's a cap on the payment of fees of 10% was there any access fees based on the calculation of fees in the contract to be deferred subordinate and non interest bearing normally a human resources head hunting consultant receive between 25 and 33% of the first year's compensation and the MKM a service contract with WMA MK MA receive the greater rub 25,000 or 25% of the first year's compensation of the executive and if the executive invested no money and if there was no pre tax profit and neither MK MA or I received one dime as a headhunter should the compensation was less than any other headhunter I ever heard of at the time and 90% of whatever the fee calculated to in excess of 10% of the incremental equity in pretax profit was deferred subordinate and contingent making it capital on WMA's balance sheet and giving me the CBI and MKM a not a dime 40 human resources services for 40 executives of WMA and WD I were signed from 1/20/2011 till 3/1/2012 which would have been titled MK MA to over $1,000,000 except six of those forty were investors and they had of base of 150,000 at 25% equal $38,000 * 6 which is about 220,000 in fees but going making an assumption that nobody invested a penny to fees amount to to $1,000,000 none of the fees were paid the only amount of fees paid if you want to allocate the fees against human resources was 240,000 which is less than 25% of their fees of course since the average hot cash investor invested 360,000 25% of that equals $38,000 times 6 investors is $196,000 WM a paid

MK MAN total according to the testimony of the SEC fraud analyst in 219 two $140,000 however MK MA also negotiated 14 regional promoter contracts at 25,000 each for a total of 340,000 and in addition I and Mr. lux work as consultants for WMA from 1/20/2011 to five ten 2012 2800 hours at $350.00 an hour amounts to about a million 250 in addition CBI closed the IMC transaction subject to board of directors approval for $1,000,000 and Mr. may would have been entitled for him working 2800 hours turn additional million one if you add it all up the only hard cash SEC Florida was testified to which $240,000 in other words WMA milk me it milk CBI add milk MK MA it milked Mr. may and it milked my wife out of her 378,000 hard cash loan unsecured to a startup at a 3% simple interest and she permitted us to use her credit card for an additional 125 to $140,000 of TNA to pay for me WMA director another WMA officer to travel to four continents two times negotiating transactions for 14 regional promoters tying up the largest bookie in England doing 30 billion a year gladbrook that orally agreed they would take book on the WMA world tournament and when we went to Brazil ABRI L largest Internet newspaper with 25 million subscribers paying them $5 a month agreed to telecast on its Internet site WMM a Brazilian national tournament we sponsored 2 Brazilian tournament events and two United Kingdom events as a result MKM a CBI in my participation that's the contract everybody's crying about there was no side agreement let them produce a side agreement that's referred to in 7a-7 C!

7e-7f][the allegation in seven F’’” locks and main did not know the reason for the transfer of services to McKenzie” is another act of subornation of surgery by the SEC prosecutors Mr. may the honor of MK MA already had exchanged his shares in MKM his ownership of a holding company an MKMAO for 2 1/2% of WHL D he and I we're joint venture investors in seven or eight companies prior to WMA he owned McKenzie on his own and the overwhelming task associated we're doing a 16 company country rollout over five years with two main operating subsidiaries of WH LD namely WMA and WDI required additional consultants over and above me I had also agreed with Mr. main and lux that I would take a back seat to give the WMA startup a chance not to have to carry me and my last name as a felon albeit 4 decades ago for only six months and the stress and pressure on my 77 year old body could not adequately cover the terrain unless Larry may agreed to join forces I was happy enter into a 50/50 cash flow split and the CBI MK MA sale agreement W to five year consulting agree to MK MA 4 WMA's benefit and at the same time accommodate Luxor mains request that I not would CBI provide the consulting services directly should they both knew the reason and their allegation they didn't is just additional proof FPSC prosecutors want to make them look like stupid oaths when one has a PhD and is a building developer and the other one was president of national senior VP of National Geographic and president of playboy.com if they only knew how stupid they made judge Murray's opinion look by there subornation of pergury after they paid off lux and bribed Mr. main by agreeing to give him!

6b][lux allegation in his eight 29/2013 SEC deposition is as judge Murray described it he did testify that;

…” he believed the consulting service agreement was an impediment to fundraising because institutional investors and venture capitalists wanted funds spent on contracts projects going forward… and he thought that the payments to McKenzie were very large as a percentage of overall expenditures!” However in that portion of his SEC deposition he at first denied that he participated as a WMA board member in signing the consulting service contract until the SEC prosecution pointed out his signature in other words he didn't remember signing the contract because as we later found out he had a stroke move forward step position which she admitted in his 213 that position. He also didn't remember at the CBI, Daspin, MKMA service consulting WMMA a five year contract did not provide consulting payments to WMA unless there was incremental equity or pretax profit therefore in order for MK MA to have

earned the $4,460,000 CBI and MK MA invested in WMA capital in a non interest bearing contingent subordinated note which was all capital on WMA's balance sheet WMA would have have to have earned an incremental equity and or combination pretax $44,600,000 leaving it with a net of 40 million pretax so Mr. lux's alleged representation that the payments to McKenzie were very large as a percentage of overall expenditures was meaningless they represented only 10% of the pretax profit that was generated by the consulting services of strategic planning human resources deal making and negotiating by the best deal makers in the country me I negotiated and appraised 10,000 deals I only closed 3 1/2 percent because I purchased businesses at a 40% discount from the fair market value investment bankers would love the compensation that Mackenzie was earned because there was no payment unless WMA made money and at least 25% of the money they'd make accrued to the strategic plan and the human resources negotiating and deal making which Larry may and I agreed we would handle you read the contract and then ask Goldman Sachs any hedge fund Carlyle group Black Rock if this contract when they read the details is not ten times more advantageous the WMA then MKM K MAN all tell you what is and the chairman of your Commission is the CPA let him read judge Murray standing that only lawyers can create 506 Reg D private placement memorandums not accounts like missing the Google was he's a CPA a former partner in Goldman Sachs if he reads that contract in detail hell no that Larry may didn't know Larry lux did not know what he was talking about because of his stroke and the SEC prosecutors took advantage of it put words in his mouth!

Ex8d[the perjurious statement that from December 210 through August 31st through 12 the WMA companies paid CBI and McKenzie a total of 383,000 four 8895 see the vision EX495 is false the SEC fraud commissioner in 219 testified that I CBI and MK MA collectively only receive $240,000 this is proof that judge Murray was fed facts by the SEC prosecutors to put into her opinion she doesn't know what she's talking about none of the exhibits she refers to had that false information and the SEC fraud analyst testimony in 219 contravened judge Murray's allegation of the payments to CBI and McKenzie who do you want to bully Judge Murray who pressures subordinate judges to find more cases for the prosecution ozone presiding judge Cameron Elliot refused to contravene judge McEwen’s declaration to the Wall Street Journal that she was pressured to find more cases for the prosecution the only reason he refused to back judge Murray was because judge McElwain was telling the truth if judge Elliot never heard judge Murray pressure judge McGowan to find more cases for the prosecution then judge Elliot would have been fine with submitting an affidavit to the Wall Street Journal! However he only submitted a note saying he'd never submitted an affidavit to the Wall Street Journal because he knew what judge McEwen staged was true that judge Murray was pressuring all her judges including him to find more cases for the prosecution that's why the Wall Street Journal published the relationship the three-year average ending 330-1215 in which the in-house judges found 90% of the defendants guilty while during the same. With the same number of cases approximately the federal District Judge is from 32% of the defendants innocent if judge Murray submitted an affidavit telling the truth he'd have to admit he aided and abetted judge Murray as presiding judge to permit judges beneath him to fix cases against defendants it's a criminal event he knew that judge Murray was mean and vicious and a hanging judge and he knew that she was going to get rid of him when he refused to back her to the Wall Street Journal and that's what she did in 30 days she did the same thing with judge Foley after judge Foley found in my favor that if anybody forced me to testify I'd be irreparably harmed and guess what they did they killed my wife they harmed the plumbing in my body today I only have one eye I can see out of after two

cataract operations I had prostatitis I still have diabetes I had a heart attack I have high blood pressure I have hypertension anxiety and depression and for seven years I've been fighting this filthy disgusting disingenuous concocted case where the SEC and its whistleblower suborned perjury of the other investors to allege I was a controlled person and now judge Murray is using the SEC the right or opinion for her because she couldn't in a million years come up with alleged facts that aren't even facts she forgot the direct testimony of the fraud analyst at the SEC put on the stand

8e-8f][this entire paragraph about international marketing corporation can only be characterized as absurd anybody could understand that IMC zone a barrel wall boilerplate contract was for 5050 split on any joint venture he participated in using his $830 million proprietary double opt on database since WMA could not afford Facebook as a first stage startup this database with the marketing plan of providing everybody WMA platinum card free giving the members a 10% discount on all life gate tickets at 10% discount on pay-per-view and a 10% discount on WMA branded products through WD I what attract a certain percentage of the mixed martial arts spectators which at the time was the fastest growing sport in the world as I explained in 212 UFC and 40 events generated 44 billion and 400 million EBITDA and sold it to a private organization for 4 billion in cash 10 times EBITDA WMA strategic plan would generate four times the EBITDA percentage on revenue of UFC giving it a multiple of earnings of 50 times after tax because the cost of an Internet event compared to the cost of the Gable event for the producer was five times less and that five times all went to the bottom line pretext for WMA it took me several months to negotiate a 9010 deal with WMA getting 90% and guess what this greedy little negotiator did he gave up the entire feat so his wife could justifiably own 90% of the shell holding company my dear wife had a contract dated 41210 it's part of the records given to the SEC she was owed 350 and agreed to invest as a loan in a startup another 350 well starting about the end of February 211 she had invested over 100 grand and within a month by 331 211 she had loaned 378,000 to WHO D started who subsidiaries were losing money as disclosed in the 7/31/2011 wmm a 506 rec D private placement memorandum which the SC stamp on October 10th 2011 making the securities exempt from registration in order for the SEC to concoct a securities fraud case they had to figure out a scheme to take exempt securities and allege that they were non registered this is what some of your prosecutors are permitted to do because you commissioners know you don't have the time to read wells notices and replies I project 60% of your time is spent on managing the five divisions that have to report to you another 20% of your time his men on your first right of appeal of all the in house findings of fact from the judges that are your delegates making them your own agents and representatives of the very cases that you initiated by believing in your enforcement division the people that work for the commissioners the ones that stay there after you leave are bureaucrats they've developed friendships with the enforcement division long before you arrived and will continue to do so after you leave so you're in the hands of a group of bureaucrats that are really running the SEC you're just along for a four year ride unfortunately however you rob brilliant people with brilliant Rep resumes so you know the truth of what I'm telling you and that is since you only have 10 to 20% maximum of your 2000 hours a year which is 400 hours and using 500 wells disputes a year that gives each one of you 100 cases a year if it's 400 cases a year it gives each one of you 80 cases but the wells notice and reply including or of the depositions quoted therein including all of the cases use their rent runs about 1000 pages if you wanted to do a real job you would have read the entire WMA 506 Reg deep PPM would WMM a MKM a subscription agreement consulting service agreement and the subscription agreement of the investors and the risk portion of the PPM and you would have found that it's over 2000 pages to really know what went on judge Murray had 25 cases she delegated to herself she only knows what the prosecutors tell her and

she wants them to win because she thinks she's in some batting average with federal district judges she's not the federal district judges I superior in all respects the only judge I found and I've been before 50 federal and state judges over my 40 years that has the class of a federal District Judge as judge Carol Fowler who today is the chief administrative judge and he has but she can't handle the entire cases in federal court and in the house and be on top of it and handle 20 cases on our own it's absurd Congress paid dot passed Dodd frank without thinking about what it would feel like if they were defendants all they wanted to know was how did they stop banks from allegedly ripping off some subprime borrowers but it wasn't the banks fault it was the fault of the SEC and the Fed for not capping the subprime interest so that when interest went above a certain amount where the borrowers cash flow hit 33% of his cash flow there was a cap on interest and insurance would check in the insurable risk cost might cost another 1% what the borrower had a revolving interest loan with no amortization so they were able to borrow more money than they normally could in the consulting service contract I voluntarily capped a fee at no more than 10% of equity increase for pretax because my heart was in WMA not in the fees that's proven by the fact that I ate with Larry may 4,460,000 in fees only received 200 and 4010% of the 2.4 million invested and how did they invest it they invested based on Larry may and Larry lux and and Doug maines for us examination testimony that they jointly control WMA it's nonsense that the SEC put in judge Murray's opinion it's silly luxus allegation that he had no knowledge about why IMC would receive 50% of WMA's profit it's just another division subornation of perjury because lux was entitled to charge whatever the market would bear because he owned the 830 million double opt on database and he also agreed to pay the Internet cost in order to submit the single signal to 830 million people that might wanna see the show and to invite them with trailers to see the show Mr. walk owner of IMC had 63 franchisees they all had computers and pieces of the database so they had the capacity to reach that number of emails to market any product or any service and Larry lux was an expert in Internet marketing lists he testified somewhere that he paid for Playboy between 3:00 and 5% an e-mail site and he had to send out the Internet traffic for playboy.com I'm an expert appraiser is for bankruptcy judges found I appraised with MKM a like walks IMC database at 83 million he testified in his Brady he was offered 90 million he was putting up 83 million WMA was putting up a content that it paid regional promote is nothing for 25% of the net revenue he was putting up 83 million he was offered 90 million and who testified on behalf of the SEC the SEC invited Mr. guardino The US trustee would judge Gambardella and WMA Chapter 11 to try to have Mr. Guardino testify that the W that the IMC database was worth 0 do you know what he testified he testified that the reason he appraised the framework and value of WMA's acids at 0 was because he probably did it because he read the WMA IMC contract would you avoided the IMC database if I departed filed an insolvency meaning the IMC database was not part of his value with 0 the SEC's fraud analyst testified that all eye CBI and MKM I got was 240,010% of the 2.4 million raised by Mr. main and lux who admitted it in my cross that they raised it without anybody else's opinion no do you wanna believe me I found it WMA in my basement I know it's like the book of my hand check out every statement I'm making you'll see it's all true and that judge Murray is a fraud and was a fraud and was a fixture against defendants that's what that frank created if you implement my strategic plan and pay me the fair value of then you'll have an advocate that's a standby federal district or Circuit Court judge and if they work for a year with their success fee the judge will make about a half $1,000,000 if they find if they present a meaningful judicial review of the wells dispute with testification for three days of the lead attorney on both sides and the lead witnesses one out of five times I'm sure that the commissioners move dismiss with the Nobel instead of initiating A complaint because they won't have to rely on the prosecution that ********** the allegations in my complaint by bribing witnesses

suborning that perjury and magically getting a fixer for the prosecution in the form of judge Murray and Judge Grimes.!"

Ex8G-9B][“exhibit 8F29-B is basically the prosecution riding those paragraphs for judge Murray she didn't have the time to read Larry lux's 2013 deposition it wasn't even submitted in 219 as an exhibit as I recall and proof that she didn't read it is the fact that in 8FT to 9B if the prosecution was so concerned when they took Mr. Walker Brady why didn't they ask him all these alleged questions that they had that they allege were not asked by me my due diligence proved to me this was a great deal and if the investor operators had not sold out does the McFarland Newco enterprise if they didn't agree to support borne their perjury that I was a control person if Maine didn't agree to accept the prosecution bribe that he'd get a peice of any judgments the SEC got against me and if Larry lux had not been bribed by having a settlement without paying $1.00 to the SEC this case never would have been brought what you have here is a bunch of investors that lost their money not because of me but because they didn't do their job Larry lux's deposition states that the $1,000,000 was lost because William MacFarlane was grossly negligent as president in the 331 event the SEC fraud analyst testified that two weeks before that event the WMA financial team presented its final budget to the board at $450,000 yet the McFarland newco enterprise lost $1,000,000 because they sport stole $415,000 from WMA and probably another million in fees by Wayne Craig not paying the $500 for each warranty sold to the spectators that saw the event and paid for it or that saw the event free from the five bloggers because McFarland and jarrell did not put the copyright infringement up till 45 minutes after the event start union demand since judge Murray wants to pretend that these are her opinions which means she read the 820-9213 SEC lockstep position then she read Mr. luck stating hash fact:

..” Mr. Mike Nwugugu wrote the lions share of WMMA PPM”. Judge Murray would know he lied because in his 2019 testimony after he settled for not a one penny with the SEC and after he had had a stroke his testimony completely changed and he testified

..” Mr. Desmond wrote 100% of the WMA PPM by dictating it over the shoulders of Mr. young” which one do you wanna believe the one that's true is synergistic was Mike Nwugugu’s WMMA Chartis insurance loan of 12/2012 wherein he asked for $1,000,000 and states in paragraph 6: I wrote 100% of WMA's PPM and in paragraph five estates I wrote 100% of WD I BPM the SEC signed both 506 ragged DPPM proving they were exempt securities and they have no jurisdiction in this case Judge Gambradella found I committed no wrongdoing and 214 proving I couldn't have submitted signed anywhere at WMA!!

9e][“the reason looks testified that WMA used the database twice with no positive effect and that looks testified that marketing MMA events had zero effect was simply because WMA had no website and had no mixed martial arts on the screen so it would be impossible for IMC to obtain positive results especially since Mr. lucks testified in his two third 13 deposition which was conveniently left out of judge Murray's allegations that Mister walk informed us we have to crawl walk and then run and until we put up a website with fight content from some of the regional promoters that we entered into contracts with that there would be no positive effect he took a minuscule number of e-mail sites maybe 1000 or 2000 to see if he could give away WMMA a platinum cards which was an unknown without a website to Internet users now how could it have any positive events when barrel walk was the guru of all gurus and infomercials and selling consumer product and service coupons the board of directors approved the IMC contract Mr. lucks testified he visited IMC twice and found no problems Mr. Lockett testified he visited IMC twice and found it was legitimate I visited three or four or five times Mr. Agostini visited it was a

legitimate outfit at the SEC is trying to make look as a hoax the background of Barrow walk unfortunately deceased may the good Lord bless him is unimpeachable a captain in the Navy serving our country during Korea awarding NBA a man who with his brother built a $2,000,000 printer to A5 hundred $100 million Goodyear six color printing coupon redemption center infomercial genius who developed his databases through adding the buyers of products and services mentioned in the aforementioned industries had the world's largest legitimate database of business buyers and that's what we were looking for buyers of services and products in the entertainment industry was that's what WMA and WD I were for the Internet solely but we would defraud and the SEC paid off the investments subordinated perjury and subordinated the perjury of lux.

Ex9g just look at the 9G note 5 judge Murray with malice aforethought lists Mr. negus credentials but left out that he was a licensed series 7 and 13 license holder of the SEC the only reason she left it out was because she did not wish to demonstrate that he had the ability to author as many 506 redeem PPM's as he wanted to she alleges in her opinion which we'll get to that CPA 's aren't permitted to write WMA PPM's but the lead commissioner of the SEC has a certified public account from what I understand1

Ex9f-10a]/10b/10c][those exhibit allegations are disproved by the fact that Mike Nwugugu and his twelve 2012 Chartis insurance claim declared in paragraph 6 in paragraph five that he wrote 100% of WMA's PPN NWD I PPM respectively in order to be paid $1,000,000 fee he declared WMA ODM and defrauded him out of no Google should check with his employment contract when he receives $150,000 fee with the 2000 a month draw and payments on his compensation only after an each month WMA makes a dollar in profit I do not have the skill to write a private placement memorandum Mike no Google had a BA in finance from a Nigerian college went to Columbia University with an MBA in finance went to Suffolk University and graduated for two years from Suffolk law school had a license from the SEC for 7/13 series 713 license holder and was an adjunct professor in finance from the two New York University I received a BA from Madison college if you think I have where qualifications to write any private placement memorandum then to interview 250 people over 15 months then to fly to four continents and four countries throughout the world two times to sign up regional promoters to obtain an oral agreement with Gladrey and Pullen from Brazil to broadcast on the Internet WMMA a Brazilian national championship to visit Panama and obtain an agreement from four sports bars to hold mixed martial arts events in Panama for WMA South America the sign up 14 regional promoters to participate in interviewing 240 applicants and sign up 40WM AWD I offices some of which left after four months and the fees that were owed and never paid were erased and forgiven then you believe in the tooth fairy Mike Nwugugu admitted he wrote the PPM's Lawrence locks 2013 SEC declaration testified outside of my presence" that Mike Nwugugu wrote the lion's share of the PPM's all judge Murray's quotes in these paragraphs we're all written by McGrath or Barry O'Connell the royal prosecutor jogging this is the type of nonsense they put in their complaint and their wells knowing the falsity of each and every allegation paragraph 10A alleges that I told persons that I was quote controlling everything at the company' Cortana nonsense I was 77 years old diabetes. I had had a heart attack. I had spinal stenosis hypertension anxiety depression high blood pressure a previous heart attack and diabetes new Google submitted to the SEC pursuant to its subpoena 10,000 pages of documents in three days they all came off his computer I didn't even learn how to type until 2/14 when I went to computer class with my wife I always had secretaries I could no more dictate to Mr. Nwugugu than the cow in the moon it's all part of the McGrath O'Connell Co conspiracy with the McFarland newco enterprise members miss Catherine Richter Mr. William McFarland and then judge Murray and Grimes go conspired with them it's

unfortunate that former commissioner Mary Jo white fell the wells PBS notice Mr. ngugu was in charge of the private placement memorandums however in each employment agreement all of the WMA employees had the right until WMA's tournament started to assist MK MA because the playing field was too large for myself and Mr. may to cover as I previously discussed they came a time when someone obtain Mr. new Google's PPM template and they filled in their own alleged facts and those were not approved by the board wanna Google and they were submitted to several prospective investors the board of directors was informed and they authorized me to make sure that if any WMA officers who also was subcontractors for MK MA and in that regard had to report to me that before they submitted to Mr. new Google information with respect to MK MA services which was at the time the only services being rendered strategic planning human resources deal making and negotiating they first show it to me so that I could verify the validity of it and if I disagreed inform Mr. new Google so he could make the final decision as the BPM was his with respect to 10 see it is not true that I did not rely on law and accounting firms as a precondition of the law firm PLA piper and the accounting firm mcgladrey and Pullen was to submit the private placement drafts to their in-house legal review department to see whether or not they would accept WMA as a startup client knowing that WMA was in the market to raise capital through exempt security sales each of their respective legal departments reviewed the PPM drafts and that work product was exclusively Mike Nwugugu's as he's the only one that had the credentials and they were mightily impressed and they not only agreed to sign contracts with WMA but they each gave WMA a $75,000 line of credit any billing after that amount would have to be paid but the first 75,000 was in effect on the House!

10d][where is respect to paragraph 10D my name did not appear in any of the WMA PPM's because I was not a direct vendor I was a subcontractor of MK MA but if you look at the November 1st W USA draft private placement of 2010 in the management section you'll see CBI and Edward Michael dashman as its CEO as the exclusive management consultant so when I had a direct contact I did disclose in addition a review of each WMMA employees contract has a section regarding MK MA and its exclusive services and I signed my full name at the end of the MKMA contract as well as at the end of each WMA W DI contract along with two WMA officers I signed for MK MA because in the WMA employment contract it agreed to provide the employee with the right at the employees option to be a subcontractor of MKN a until the events start and so MK MA had a sign its approval that they could work as subcontractors for MK MA and that the fees associated with their portion for Dell direct labor could be deducted by WMA from MK MA's agreement and WMA would pay them directly just as Richard Berman WMA's senior VP human resources received 50% of MKM a HR fee by WMA deducting half the HRV from MK MA and paying Mr. Burnham directly since I signed each and every employment contract under the MK MA signature and since my resume on the EM Daspin&co.com was on the Internet from 2006 till today where my felony and prison term I described and since both Mr. young and his direct testimony and Mr. Tropello in his declaration submitted before the WMMA Chapter 11 hearing admits that I voluntarily informed each perspective WMMA employee with the sweat equity earned investor of my felony conviction and prison term which Mr. Greg line at WMMA's senior VP who invested $250,000 and WMA's Brady admits I voluntarily disclosed my felony at the first interview to him the inference in paragraph 10D it's just a scam on the commissioners as they use the same BS in their wells and O IP this isn't judge Murray this opinion was written by the prosecutors because of judge Murray wrote it as I've taught you she knows that Larry lux was a perjurer because in 213 his testimony was no Google wrote the lion share of the BPM and then 2/19 after having a stroke I wrote to peep PNG 100% over the shoulders of Mr. young what I wrote was that portion that MK MA had a contractual responsibility to

draft human resources strategic planning filmmaking and negotiating we would get paid 350 an hour for that you think I breached that contract

10e][Mr. man's testimony the WMA never retained outside counsel and never had certified eroded financials it's worthless he was president and secretary of WMA his e-mail to me reviews to hire McGladrey and Pullen to audit the three 3/31/2012 event I suspect because he was getting paid off by McFarlane to permit Wayne Craig the steel from WM and he is a director who was left out of the complaint the complaint has Mr. Agostini and lux they were two of the three directors Maine was the third the SEC made a deal with Maine because Maine sold out his own company to sign up with MacFarlane's new Co enterprise so McFarlane and rector had rain excluded from being sued and they used me as Maine and McFarlane's red herring and the SEC went for it because I had a four decade old felony this is a shame and you permit O'Connell and McGrath to stay with you as prosecutors that felt Maine was responsible for 212 audits but the company could not file a 212 audit because that would have been filed in April of 213 and the company was dead after the McFarlane enterprise raped it on 331 to 12 according to Mr. lux's 213 deposition McFarlane as WMMA's president violated gross management mismanagement and caused WMA to lose $1,000,000 and the 331 event with respect to audited financial statement of 211 WMA didn't have $1.00 of revenue and MacFarlane took over as president in 217 2810 212 he had the responsibility of auditing WMA for 211 despite the fact that it had no revenue along with Maine who was secretary and Mr. lux who was CEO and they had McGladrey and Pullen as they were ordered in February I received an e-mail and the board of directors from Theresa Puccio, Sullivan, McFarlane and Doug Main all letting us know that the books and records of WMA were not up to snuff for a 211 audit as a consultant I had no power over the firm but those emails were distributed I'm like no Google to the enforcement division they left it out of church Murray's opinion guess why??

11a][exhibit 11A discusses WMA 7/31/2011 30 completed or related party transactions WMA WD I had as many transactions at 60 and for the seven months from 8/1/2011 to 331 to 12 there were approximately another 40 each for a total 20 each for a total of 100 corporate related party transactions each transaction that was negotiated by MK MA had in the boilerplate which Mike no Google insured was in that the contract is subject to WMA or WD I board of directors resolution approving the contract that's 100 board of directors resolutions in addition to the resolutions admitted in judge Murray's first 13 pages of opinions and in addition to the 40 WMA and WD I employees a number of which left after four months so the fees were forgiven by MK MA all the employment agreements required approval by a board of directors resolution of WMA or WDI and in 219 in my cross examination of main and lux they admitted that they jointly controlled WMA didn't use anybody elses opinion and they as the controlling disinterested board of directors approved the contract and the investment without using anybody else's opinion that's in the testimony you don't have to believe me just read the transcript of the proceedings and my cross examine

Ex11b][exhibit 11B proofs that Mike lugos PPM construction contained boilerplate disclaimers included not only in its risk section but in the subscription agreements for investors to use their own advisors lawyers accountants and they're like to do their own due diligence as in the 7:31 to 11:00 PM page 4 the PPM states that if the financial statements and the PPM are not audited and certified at the investor cannot use them with respect to making an investment unless they're ordered it financials likewise on page three of that BPM it explains that no person is authorized to make any company representations unless it's contained in the PPN as a result whenever I was asked just as Mr. heisterkamp's direct testimony represented he asked about WMA's financial condition I explained he should look in the PPN

but he admitted that dog Maine said there was more than satisfactory money in WMA which he was not authorized to tell him by the PM

11c-11d][with respect to 11 C&D I've already indicated what occurred with IMC in Barrow walk what the SEC excluded was the fact that they're Brady of Mr. Walker 30 days before he died of terminal cancer may he rest in peace he testified he was offered $90 million for the IMC database my due diligence validate that Mister lux and his franchisees of 60 franchises and the database that it was the derived from his infomercial business which he sold to diners club I'm sorry from his coupon discount business when she sold to diners club and his infomercial business and his resumes demonstrated and he was one of the foremost Internet marketing gurus of his time he created 1500 infomercials plus the summers exercise machine all of his joint venture infomercials was on a 5050 basis would the inventors of the products or service and Mr. lucks knew that because Mr. lucks visited IMC with me on one of his visits and barrel walk told him the same story he told me Mr. walk had no reason to misrepresent he was a self-made millionaire many times over diners club paid him and his brother 64 million and I saw the check on the wall he had an NBA from the Wharton school he was a commander in the Navy and during the Korean War and he built the firm from 2 million a printing firm to 500 million in printing marketing and communications what better credentials could anyone have he signed the contract and in the contract other than the number of double opt on emails he had buyers he would not verify the number of his database that would sign up for our mixed martial art events and I don't blame them we wanted the marketing exposure the fact that Larry looks a girl from playboy.com sign the contract until he was bribed by the prosecution for not one diamond settlement evidence the value of the database and missed the walks Brady disclosure that he was off at 90 million proved that my appraisal and MK MA's appraisal of the fair market value of the database exclusively for mixed martial arts of 82 million was conservative and 7,000,000 less than what Mr. wall was offered. The value of the database rose as the strategic business plan and the projections which missed the main admitted in his direct testimony he and Mr. trapelo wrote and inserted in the googles WMA BBN prove WMA's resin revenue and EBITDA increased over the five years because as the private placement memorandum explained 50% of the revenue was attributable to the IMC database and the latter 2 1/2 years the other 50% was attributable to the Facebook database because at that time WMA could afford to pay Facebook charges for marketing Facebook did all the marketing for UFC and it sold for 4 billion in cash for only 40 events over 2011 so the relative value of the database increase with the projections that Mister Maine admitted he and Mr. trapelo made Mr. trapelo was an executive with AT&T graduated from the Stevens institute and he got his masters of business as well as being an engineer in electrical engineering I've known him for many years he's one of the most honest brilliant individuals I ever met and he was CEO WMA schedule had the MacFarlane enterprise not mismanaged and stolen WMA's assets and then look to steel WMA on the cheap as the dishonest shareholders meeting stated post projections could have been made!

11e][with respect to the $82 million IMC at McKenzie value and what's respect to 12A the original value the growth in value was based on the projections of the EBITDA that the IMC database would throw off for the first 2 1/2 years and that the last 2 1/2 years I am seeing Facebook would collectively throw up in fact Mr. walked Brady when he knew he was dying of terminal cancer declaring it was off at 90 million for the database proofs MacKenzie’s appraisal would serve conservative and the fact that the SEC prosecution excluded it from judge Murray alleged opinion proves that they're just deadbeats they have no right representing the SEC and you should I'd be happy to file a complaint against them to be this part

12b-12c] judge Murray's opinion with respect to 12 BNC I'm meaningless because she's using Mr. new googles disagreement with Mackenzie's valuation he's entitled to his opinion but I've appraised 10,000 companies and have been found to be an expert by four federal bankruptcy judges no Google has an MBA in finance and is a CPA but he hasn't bought one business so his evaluation as far as I'm concerned I'm meaningless he's a great private placement memorandum writer but he's not a business appraiser as far as lux alleging there's literally no way to justify negus 5,000,000 on my 82 million database barrel wall justified it and proved it was conservative because he was offered 90 million for and he had no reason to lie the enforcement division excluded it from judge Murray's opinion guess why?

Exd-exe][Mr. main 2/19 direct testimony admitted that he and Mr. Troopello wrote the private placement memorandums projections contain within them other balance sheets each year for the five year projections he admitted he and missed it Tropello wrote this this proves the fact that the projections were mine for this sub. Of 211 in fact the demonstrate how uncouth the SEC prosecution team of McGrath and O'Connell is they put Mr. heister camp WD I investor on the witness stand in June 19 Mr. heister camp did not admit that he only had one interview on a Friday would miss puccio and with Mr. Lutz and Mr. Burnham myself and Mr. McKenzie and McFarland he enrolled and subscribed in 2012 February to be exact I was shocked when on the Monday after the Friday he had his first interview Richard Burnham informed me he had committed to sign their subscription and the employment contract it Burnham center tool signed on the Friday he visited WMA Burnham did not tell me at the time that the reason I still camp wanted to do it which heister camp subsequently admitted to me about a month after the daily subscribe was because when he got home to Michigan over the weekend he received an order from a matrimonial judge as he was divorcing his wife or rather she was divorcing him ordering that he not use his pension fund so we backdated his subscription and pretended that he signed the agreements before he read the judge's order however on the stand he was asked why he invested and he testified he invested because I told him that WMA had $33 million in cash in the bank of course that was perjury and the only one that could have put him up to it was McGrath who asked him the question on direct I hadn't seen the man for four years I'm sorry for seven years so I waited for my cross examination I then referred him to WMA's January 5th 2000 and 12 private placement memoranda and sure enough and the projected balance sheet for the stop. With 33 million in cash yes Mr. heister camp to read the note on top of the forecasted balance sheet and he read it and it stated this balance sheet is based on the revenue associated with WMA's first projected event" I then asked ice to camp when he subscribed and he said in February 212 I asked him when the first WMA event was and he said March 31st through 12 I then asked him how I could have told him there was 33 million on a current WMA balance sheet and he backed off and admitted he made a mistake judge Murray's omission of those facts when he made them in her face both on direct and to my cross examination proofs that she either didn't write this whole opinion and that the division wrote it for her oh she's a liar and omitted a material fact which makes her a perjurer I leave it to you to figure it out Heisterkamp's testimony and my cross examination are on the record I'm blind in one eye my records were all lost when my wife sold her house and 2/19 and the buyer agreed to hold the records for 30 days but his stamped through them in the dumpster I don't have the money to get no records and I couldn't read them anymore amusing Mr. may to dictate these answers and read off judge Murray's opinion of October 16th 2/19 he will be sending you this before you rule on my motion define judge Murray made manifest errors of fact! As far as Mr. lux on allegation that the projections were implausible this man was the CEO and the director is he admitting that he criminally induced investors to invest in WMA does he want this Commission to believe that he was brain dead or is it just that he was so frightened of the McGrath O'Connell enterprise

members then he agreed to testify any way they wanted him to since he had a stroke after he was an operating CEO and director of WMA and maybe we can't really blame him for all of his memory defects but we can blame the McGrath O'Connell enterprise which also includes others that I discussed with you in my appeal as members since UFC revenue in 2/11 was 4 billion with 40 events and since by the 5th year WMA's projections having on average 8 regional promoters in each country some with eight some with 16 like China and India some would 4 with an average of eight projected 615 events not 40 with a Facebook database and an IMC database Mr. Alexis projection or implausibility allegation was just so much McGrath O'Connell subornation of perjury you can't trust lux anymore he got a settlement for not a dollar hear that before/and in this opinion judge Murray and the SEC division is permitting him to testify to criminal wrongdoing he was a director not me he was CEO not me and this nonsense that at 77 years of age I ran everything and ran off 40 employees and row 10,000 pages of documents that the SEC subpoenaed and received before the end of 212 is not only absurd but it's a horrible miscarriage of justice and I want this Commission to see that if they don't permit my strategic plan to have an advocate with an ambush man which I'm more than happy to provide has she CBI or MK MA as long as the United states Supreme Court justices and the Chief Justice agree that the presiding judge of each circuit could give us the standby district and Circuit Court judges that would agree to provide a 30 day meaningful judicial review of the wells disputes with three days test of again using the Internet so they wouldn't have to go to the SEC regional office is courthouse and then the commissioners will have an unbiased pre complaint initiation meaningful judicial review and I believe one out of five wells potential defendants will be dismissed from complaint initiation with a no belt or the advocate will have it settled with the permission and consent of the commissioners who will have the final say but the commissioners can no longer have the first appeal they wrote and initiated the complaint they can't be the first appellate court to hear the complaint they initiated which was adjudicated by the judge state delegated when it's an in house correct that's part of my strategic mitigation plan"

Respectfully,

[redacted]pro se

Ex 1

Initial Decision Release No. 1387
Administrative Proceeding
File No. 3-16509

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

In the Matter of

Edward M. Daspin, a/k/a "Edward (Ed) Michael", Luigi Agostini, and Lawrence R. Lux

Initial Decision
October 16, 2019

Appearances: Kevin P. McGrath and Barry O'Connell for the Division of Enforcement, Securities and Exchange Commission

Edward M. Daspin, pro se

Before: Brenda P. Murray, Chief Administrative Law Judge

Background

The Securities and Exchange Commission issued an order instituting proceedings (OIP) on April 23, 2015, pursuant to Section 8A of the Securities Act of 1933 and Sections 15(b) and 21C of the Securities Exchange Act of 1934, alleging violations of the securities statutes by Edward M. Daspin and others from December 2010 through approximately June 2012.[1] OIP at 1-2.

[1] The Commission accepted offers of settlement from Lawrence R. Lux and Luigi Agostini. *Edward M. Daspin*, Securities Act Release Nos. 9963, 2015 SEC LEXIS 4287 (Oct. 16, 2015); 10243, 2016 SEC LEXIS 4086 (Nov. 1, 2016).

Ex 19

Much has happened in the intervening four-plus years.[2] The proceeding was reassigned to me on September 12, 2018, for a new hearing. *Pending Admin. Proc.*, Admin. Proc. Rulings Release No. 5955, 2018 SEC LEXIS 2264, at *2, *4 (ALJ Sept. 12, 2018).

In April and May 2019, I held ten days of hearing at which the Division of Enforcement presented testimony from ten witnesses and Daspin testified on behalf of himself. I admitted approximately 290 exhibits into evidence. The Division filed initial and reply post-hearing memoranda on July 3 and August 7, 2019, respectively. Since the close of the hearing, Daspin sent several emails and documents, which I have made part of the record and considered. During the hearing, I agreed to consider legal arguments Daspin's counsel advanced during the Wells process as his briefs.

Motion to Exclude Daspin's Testimony

As a preliminary matter, I will address the Division's motion to prohibit Daspin from testifying on the grounds that he failed to comply with prehearing orders, on which I had previously deferred ruling. *See Daspin*, Admin. Proc. Rulings Release No. 6538, 2019 SEC LEXIS 820, at *2 (ALJ Apr. 10, 2019); Tr. 8-9. I now deny the motion. In my judgment, the Division was not disadvantaged by Daspin's failure to comply with my prior orders, so exclusion of his testimony would be disproportionate.

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[2] On June 15, 2015, an administrative law judge postponed the hearing indefinitely. *Daspin*, Admin. Proc. Rulings Release No. 2810, 2015 SEC LEXIS 2387, at *2. A second administrative law judge lifted the postponement and ultimately found Daspin in default. *Daspin*, Admin. Proc. Rulings Release Nos. 2999, 2015 SEC LEXIS 3137, at *1 (ALJ July 31, 2015); 3041, 2015 SEC LEXIS 3348, at *4-9 (ALJ Aug. 14, 2015); 3683, 2016 SEC LEXIS 886, at *22 (ALJ Mar. 8, 2016); *see also Daspin*, Initial Decision Release No. 1051, 2016 SEC LEXIS 2928 (ALJ Aug. 23, 2016).

The Commission remanded the proceeding for ratification on November 30, 2017. *Pending Admin. Proc.*, Securities Act Release No. 10440, 2017 SEC LEXIS 3724, at *2-3, *7; *see Daspin*, Admin. Proc. Rulings Release No. 5619, 2018 SEC LEXIS 520, at *67-70 (ALJ Feb. 20, 2018). As the result of *Lucia v. SEC*, 138 S. Ct. 2044 (2018), the proceeding was then stayed from June 21 through August 22, 2018, at which point the Commission remanded all pending administrative proceedings for new hearings. *Pending Admin. Proc.*, Securities Act Release Nos. 10510, 2018 SEC LEXIS 1490 (June 21, 2018); 10536, 2018 SEC LEXIS 2058, at *2-3, *8 (Aug. 22, 2018).

Issues

Daspin is charged with willfully violating (1) Securities Act Section 17(a), Exchange Act Sections 10(b) and 20(b), and Rule 10b-5, 15 U.S.C. §§ 77q(a), 78j(b), 78t(b); 17 C.F.R. § 240.10b-5, as a result of his fraudulent conduct related to the securities offerings of Worldwide Mixed Martial Arts Sports, Inc. (WMMA), and WMMA Distribution, Inc.; (2) Securities Act Section 5(a) and (c), 15 U.S.C. § 77e(a), (c), by selling or offering to sell non-exempt unregistered securities; and (3) Exchange Act Section 15(a), 15 U.S.C. § 78o(a), by acting as an unregistered broker. OIP at 2-3, 14; Div. Br. 78-103.

My factual findings and legal conclusions are based on the entire record. I applied preponderance of the evidence as the standard of proof. *See Steadman v. SEC*, 450 U.S. 91, 101-04 (1981). I have considered and rejected all arguments and proposed findings and conclusions that are inconsistent with this decision.

Facts

The WMMA Companies

"Very" applies to all aspects of Edward Michael Daspin. He is smart, engaging, aggressive, persuasive, excitable, at times charming, and prone to swearing and yelling. *E.g.*, Div. Ex. 577; Tr. 1823-25, 2673-74, 3399; *cf.* Tr. 774-75 (allegation by the Division that after a witness testified at the hearing, Daspin called the witness an "[expletive] liar, and one of these days I'm going to get you," which Daspin denied saying). Daspin considers himself a strategic planner, a visionary, a deal maker with a career of putting pieces together to organize companies; by his own account he has bought 350 companies and ~~been sued many~~ times but never lost. Tr. 2673-74, 2814, 2875, 3016, 3124-25, 3129. In 1978, Daspin was jailed for six months for a felony bankruptcy fraud conviction. Ans. at 8; Tr. 1878, 2814; *see generally United States v. Daspin*, No. 77-cr-238 (D.N.J.); *United States v. Daspin*, 77-cr-196 (S.D.N.Y.) He says that mistake has caused him forty years of pain and believes that federal prisoners who have served their sentences should be pardoned. Tr. 2814-15, 3019.

In 2010, Daspin came up with the idea of creating an international league of mixed martial arts (MMA) tournaments where winners of local and area fights would compete against one another and move up in brackets leading to national and international championship matches. Tr. 68-70. MMA "is a full-contact combat sport that allows a wide variety of fighting techniques (such as Greco-Roman Wrestling, Kickboxing, Boxing, Karate, Jujitsu, etc.) to be used in a bout." Div. Ex. 1 at 7. At the time, there was one

large mixed martial arts organization in the United States, but Daspin's innovative idea—which he initially developed with Luigi Agostini, a close friend of Daspin's son, and people he had worked with in other businesses—was for an international operation. Tr. 3021, 3050-51, 3070-71, 3096-98, 3260-64. He envisioned letting local promoters keep the live gate proceeds, and the WMMA companies would build a worldwide tournament and sell the programing. Tr. 2884-85. Daspin envisioned the creation of national leagues in the United States and fifteen other countries, each managed by sixteen subsidiaries and broken into regions. Div. Ex. 3 at 7; Div. Ex. 450; Tr. 720, 999-1003, 2884-85. The plan was to generate substantial revenues from pay-per-view sales, closed-circuit-television permits, delayed-broadcast television sales, and the like. Div. Ex. 3 at 7. Four country companies were to be operating by 2012. Div. Ex. 1 at 9. (The companies would split the revenue from ticket sales with local and regional MMA promoters, who control the individual fighters, because their cooperation was crucial. Tr. 71-73.)

Daspin designed and put in place a convoluted (to put it mildly) legal structure involving a number of entities that he controlled. He initially funded the operation with a loan from his wife. Div. Ex. 147; Tr. 3298, 3302-06. The central structure consisted of three companies. WMMA, incorporated in April 2010, was the principal operating company that would create the international MMA league that Daspin envisioned. OIP at 4; Ans. at 8. WMMA Distribution, a Nevada corporation formerly known as American Graphics Communications and Distribution Services, was created to distribute WMMA-branded content.[3] Ans. at 8. From an operations perspective, there was no functional difference between the two companies; the same people worked on the same projects. Tr. 2238-39.

By agreement, WMMA Distribution had the exclusive right to distribute films of WMMA fights and reality shows and branded products. Div. Ex. 209. The internet distribution of rights to view the fights and the sale of WMMA-branded digital content and related products were important elements in Daspin's plan. OIP at 4; Ans. at 8-9. Arrangements were made for a website at the end of August 2011 with the expectation that it would be available no later than October 2011, but there was no website in December 2011. Div. Ex. 600.

[3] Two early WMMA Distribution board members, Lawrence May and David Frischman, are Daspin's business partner and brother-in-law, respectively. Tr. 940-41.

WMMA Holdings, Inc., incorporated in Nevada on January 12, 2011, was formed to be the holding company of WMMA and ~~WMMA Distribution~~. Ans. at 9; Div. Ex. 200. In addition to these three companies, Worldwide MMA USA, Inc. (WMMA USA), was formed as the national subsidiary for the ~~United States~~. Div. Ex. 1 at 6-7, 30. I will refer to these entities collectively as the WMMA companies.

During almost the entire relevant period, the boards of WMMA, WMMA Holdings, and WMMA USA consisted of Agostini as chairman, Lawrence R. Lux as chief executive officer, and Douglas L. Main as president and secretary. Tr. 126; Div. Exs. 200, 201, 207, 207A. Lux was a businessman with many years of experience, including stints as managing director of National Geographic Interactive and president of Playboy.com, and his involvement lent a patina of respectability to the enterprise for some of the investors. Tr. 44, 46-47, 50-52; *see, e.g.*, Tr. 2246, 2307, 2340, 2563-64. Lux met Daspin at First Capital Corporation, where Daspin was the managing partner. Tr. 52-53. Daspin testified that the boards were chosen by consensus, but his account of a group discussion is implausible given that the positions of Lux and Main were established earlier by their employment agreements. *Compare* Tr. 3425, *with* Div. Exs. 55 at 1, 149 at 1, 149A at 1; Tr. 74-75, 87, 783-84, 819-22. The WMMA board met quarterly, and Daspin attended often at the invitation of the board. Tr. 474-77, 698. Daspin arranged for his wife, Joan Daspin, and Agostini to be the only individuals authorized to sign checks on the companies' bank accounts and in control of access to many of the companies' financial records. Tr. 127, 136-38, 185, 321, 848, 1657, 1669, 1675-76, 1722; Div. Exs. 200, 201, 207, 207A. Agostini transmitted material that Daspin dictated to the other board members for signature without discussion. Tr. 126, 822, 833-34, 841.

Daspin considered Agostini as the executive chairman, Lux and Main as the operators, and himself through his private consulting company MacKenzie Mergers & Acquisitions, Inc. (MacKenzie), as the fundraiser. Tr. 3290. The evidence confirms that Daspin controlled the fundraising for the WMMA companies but it contradicts his claim that he did not control the day-to-day operations. Lux and Main testified that board resolutions concerning the WMMA companies' structure and transactions originated with Daspin, who "controlled all the conceptual direction of everything." Tr. 848; *e.g.*, Tr. 199, 233-35, 700, 841, 914-15, 967-69. Daspin negotiated all the employment contracts, including Lux's contract. *E.g.*, Tr. 74-75, 87, 127, 821-22; Div. Ex. 55. And Daspin dictated every decision made by ~~Lux, Main~~, and other officers with respect to everything from major contractual agreements to the organization of MMA events. For example, the board signed a resolution on December 14, 2010, stating that it reviewed and affirmed all

prior contracts. Ex. 207 at 1; Tr. 122, 129-32. But the board had not done any review. Tr. 138. Because he needed income, Lux would sign odd papers and resolutions prepared by Daspin that he did not understand. Tr. 701; *see, e.g.*, Tr. 193-97.

In addition, Daspin put agreements in place so that boards of all WMMA companies held common shares in trust for Mrs. Daspin. Tr. 165-66. Specifically, Daspin's private consulting company, Consultants for Business & Industry, Inc. (CBI), which later became MacKenzie, transferred the right to controlling shares of WMMA Holdings to three family limited partnerships. Tr. 3307-08. Mrs. Daspin owned and controlled the general partner of those limited partnerships. Div. Exs. 69 at 1, 78 at 1. By agreements dated December 30, 2010, and January 12, 2011, the three partnerships that Mrs. Daspin controlled transferred their rights to WMMA Holdings common stock for one dollar each to Agostini, Lux, and Main for the next five years. Div. Exs. 69 at 1, 77 at 1, 78 at 1, 80 at 1, 80A at 1; *see* Tr. 687, 892-98.

Mrs. Daspin retained warrants that gave her the right to repurchase the shares of the holding company at any time. Div. Exs. 69 at 1, 77 at 1, 78 at 1-2, 80A at 1-2; *see* Tr. 697, 900, 1873-74. The board members' rights to dispose of the stock were restricted and each agreed that they owed a fiduciary duty to Mrs. Daspin and her limited partnerships. Div. Exs. 80 at 1-2, 80A at 1-2. The agreements also provided that if any board member was paid $8,000 or more a month, then MacKenzie or Mrs. Daspin would be paid $17,500 per month. Div. Exs. 69 at 1-2, 77 at 1-2; Tr. 166-67.

Daspin would later cause Mrs. Daspin to purchase the warrants in July 2012, when Daspin believed that people were conspiring against him. Div. Exs. 506 at 1-2, 507 at 1-2; *see* Div. Ex. 469. In the aftermath, Daspin became a director of WMMA, WMMA Distribution, and WMMA USA, and Mrs. Daspin became an officer of WMMA. Div. Exs. 22, 215; Tr. 1060-62.

Consulting Contract

MacKenzie became the exclusive provider to the WMMA companies of a list of services memorialized in an agreement titled "Services Agreement and Resolutions of Board of Directors" dated December 15, 2010, between MacKenzie and WMMA Holdings, WMMA, and WMMA Distribution, which

bears the signatures of Daspin and the WMMA board members—but Lux and Main did not negotiate the contract.[4] Ex. 204; *see* Tr. 94-95, 877-79.

Daspin drafted the consulting contract that made MacKenzie the exclusive provider of human resource recruiting, financial advisory services, and other management advisory services to the WMMA companies. OIP at 4; Ans. at 9; Exs. 55A at 1, 204 at 1; *see* Tr. 82-83, 85-86, 96-97. Daspin was the primary provider of services under the MacKenzie contract; for all intents and purposes, Daspin and MacKenzie were one and the same. Tr. 223, 226, 328, 787, 954; *see* Tr. 357. The WMMA board signed and ratified agreements and resolutions that Daspin acting through MacKenzie negotiated and drafted. *E.g.*, Tr. 99, 138, 144-47, 867. The consulting contract and side agreements specified that Lux and Main—WMMA's CEO and president, respectively—required written authority from MacKenzie to enter any contract. Div. Exs. 55A at 2; 369 at 2; *see* Tr. 87-88, 90-93, 99-100, 884. Lux had never seen a contract with these terms in his professional experience and interpreted them to mean that MacKenzie controlled the WMMA companies. Tr. 87-90. Daspin constantly reminded people that the consulting contract proscribed anyone from doing anything without MacKenzie's approval. Tr. 346-47, 350-55, 370, 630-31, 688-89; Div. Exs. 247 at LA 11820, 600 at JD 969-70, 604 at SEC-LuxL-E-15570.

The consulting contract provided that the maximum hourly fee for MacKenzie's services was between $200 and $350 depending on the service. Div. Exs. 55A at 1, 369 at 1. In addition, MacKenzie received a ten percent override, paid monthly, on all compensation a "Sweat Equity" executive—who made no monetary investment in the WMMA companies—received up to a minimum of $25,000, and a five percent override per month thereafter. Div. Exs. 55A at 1, 369 at 1; *see* Tr. 288, 679, 1229. In the case of cash investors, MacKenzie received a minimum of $25,000 of the executive's first year compensation and then a five percent override on the following years' compensation over $10,416.66 a month. Div. Exs. 55A at 1, 369 at 1-2.

The original consulting contract was with CBI. Div. Ex. 204 at 1. On January 20, 2011, the WMMA companies and CBI agreed that CBI would assign its service agreement to MacKenzie. Div. Ex. 205 at 1. Daspin signed for CBI, Lawrence May signed for MacKenzie, and Lux, Agostini, and Main signed for the WMMA companies. *Id.* at 2; *see* Tr. 218-23, 953. Daspin became MacKenzie's vice president. OIP at 4; Ans. at 9. Lux and Main did not know the reason for the transfer of services to MacKenzie. Tr. 221-22, 953. Because MacKenzie assumed CBI's role, I will refer to both companies as MacKenzie unless the distinction is relevant.

MacKenzie was to receive a $25,000 fee for negotiating transactions and contracts with regional promoters, advertisers, television networks, vendors, investors, and other third parties. Div. Exs. 55A at 2, 369 at 2.

Lux considered the consulting agreement to be an impediment to fundraising because institutional investors and venture capitalists wanted funds spent on projects going forward. Tr. 499, 703-04, 706. Moreover, he and others could do the things that MacKenzie was being paid to do; Lux acknowledged Daspin's skill as a fundraiser but he and the other board members had fundraising experience and could have recruited staff. Tr. 99, 703-07. Lux thought that payments to MacKenzie were very large as a percentage of overall expenditures. Tr. 492.

By December 15, 2011, MacKenzie had invoiced WMMA for $827,018.10 in fees earned under the consulting contract and calculated an outstanding balance of over $2 million. Div. Ex. 94; *see* Tr. 1019-20. From December 2010 through August 31, 2012, the WMMA companies paid CBI and MacKenzie a total of $383,488.95. Div. Ex. 495.

International Marketing Corp. Contract

In December 2010, WMMA and WMMA Holdings signed an agreement and resolution to enter a strategic alliance with Beryl Wolk's International Marketing Corp. (IMC), for use of its database of some 840 million email addresses. Div. Exs. 207 at 1, 520 at 1; *see* Tr. 106-112. Daspin considered Wolk a successful direct mail marketer and was eager to enter into the agreement. Tr. 243-44, 3099-100. The letter agreement provided that MacKenzie was authorized to negotiate on behalf of the WMMA companies and would receive a fee of $250,000 for each ten percent downward reduction of IMC's request for fifty percent profit sharing. Div. Ex. 520 at 1. Lux, who signed the agreement on behalf of the WMMA companies, had no knowledge about why the agreement assumed that IMC would receive fifty percent of WMMA's profits and did not understand the business rationale for compensating MacKenzie for negotiating down from that number. Tr. 106-10.

On February 3, 2011, WMMA signed a "Partially-Exclusive Strategic Alliance Agreement" with IMC. Div. Ex. 12; *see also* Div. Ex. 12A (unexecuted, but more legible, copy). WMMA agreed to pay IMC a ten percent fee, instead of the fifty percent fee originally contemplated. Div. Ex. 12 at LA 7011. In the agreement, IMC represented that it owned or has available assets including a "worldwide email list with Eight Hundred and Forty Million double opt-in addresses of which ___ million are U.S. email addresses," but Wolk never filled in the number of U.S. email addresses. Div.

12 at LA 7015; *see* Tr. 256-57. Double opt-in lists filter out incorrect addresses and confirm that each recipient wants to receive emails from the list by requiring that he or she follow a confirmation link sent in an email following his or her first request to receive emails. Div. Ex. 487 at 10; Tr. 260, 1409-10. Wolk eliminated a provision in the agreement guaranteeing a two percent response rate. Div. Ex. 12 at LA 7010; Tr. 254-55. Wolk and IMC never provided WMMA with information to confirm that it actually had 840 million email addresses and never provided any demographic breakdown of the list. Tr. 250-53, 257, 3023. The WMMA companies did not do a test run using the data before entering into the contract. Tr. 254. The WMMA board resolution, nevertheless, valued the arrangement at approximately $5 million and stated that a portion of this amount should be reflected in WMMA's and WMMA USA's financial statements. Div. Ex. 20; Tr. 198-99.

Daspin was the driving force on the intercompany relationships and the IMC contract. Tr. 926. He took credit for negotiating the contract and believed the strategic alliance with IMC would result in substantial business for the WMMA companies. Tr. 243-46. Lux, the CEO, was not involved in negotiating or approving the strategic alliance. Tr. 243.

MacKenzie later charged WMMA $1 million for negotiating the agreement, claiming that it persuaded IMC to settle for ten percent, rather than fifty percent, of any profits. Div. Ex. 94 at EMD 5733; *see* Tr. 110. WMMA never paid; MacKenzie reinvested the $1 million in WMMA by taking equity in the company in lieu of cash. Tr. 1025; Div. Ex. 94 at EMD 5733.

The WMMA companies used the database twice and it had no positive effect. Tr. 259-60. Lux testified that marketing MMA events had "[z]ero effect." Tr. 259.

The WMMA Private Placement Memoranda

The WMMA companies produced four private placement memoranda (PPMs): July 2011 PPMs for WMMA and WMMA Distribution and January 2012 PPMs for the same two companies. Div. Exs. 1-4; *see* Tr. 310.

Daspin dictated the contents of the PPMs to Mike Nwogugu and Andrew Young.[5] Tr. 309-12, 1082, 1234-37, 1256; *see, e.g.*, Div. Ex. 450; Tr. 997-98.

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[5] According to the PPMs, Nwogugu was either a senior or executive vice president of WMMA and WMMA Distribution who earned a bachelor's degree from the City University of New York and an MBA from Columbia University, attended Suffolk University Law School, and was a CPA in

Persons at the WMMA companies tried to re-write or edit the PPMs but Daspin told them that he was controlling everything the company was putting out. *E.g.*, Tr. 1006-08, 1014-17, 1236-1238; Div. Exs. 517at 1, 524 at 1. Draft PPMs were circulated with instructions, such as "do not make any changes to the document without getting clearance from Ed Michael." Tr. 3410 (capitalization altered); *see also* Tr. 3412-13.

According to Daspin, he relied on Nwogugu's advice that the securities were exempt from registration even though he knew that Nwogugu was not a lawyer. Tr. 3051-54, 3378. Daspin testified further that he relied on a law firm and an accounting firm to approve draft PPMs, even though that was expressly not within the scope of agreements with those firms. Tr. 3052-53, 3374-77.

The PPMs listed as many as twenty-four persons as members of WMMA's and WMMA Distribution's management teams. Div. Exs. 1 at 54-58, 2 at 15-18, 3 at 56-61, 4 at 14-17; *see* Tr. 957-67. Among those listed in the PPMs, MacKenzie is identified as the entity providing human resources, negotiations, M&A, and financial advisory services to both companies. Div. Exs. 1 at 58, 3 at 61. But Daspin's name does not appear in any of the PPMs despite his role in the WMMA companies. *See* Div. Exs. 1 at 54-58, 2 at 15-19, 3 at 56-61, 4 at 14-18; Tr. 226, 956-57. By contrast, Main testified that many of those listed were not involved in managing the WMMA companies. Tr. 957-67. For example, Main did not really know Craig Eaton, described as general counsel, or Joseph P. Pryzhocki, labeled controller and treasurer, and believed that they were Daspin's friends. Tr. 962-63. Main testified that WMMA never retained outside counsel and never had certified or audited financials. Tr. 962-63. Others, such as Wolk, were not part of WMMA. Tr. 961. The evidence is that the management team lists included many people who were either not actually part of the WMMA companies or were only tangentially involved, while omitting the central figure behind the companies: Daspin.

Maryland and a certified management accountant in New Jersey. Div. Exs. 1 at 56, 2 at 17, 3 at 58-59, 4 at 16. Main thought Nwogugu was associated with Daspin, rather than the WMMA companies. Tr. 991.

Young graduated from Rutgers in 2009, and worked at WMMA and WMMA Distribution for approximately eighteen months as vice president of communications and public relations. Div. Exs. 1 at 57, 2 at 17, 3 at 60, 4 at 15; Tr. 1222-23.

The WMMA PPMs each listed over thirty completed or possible related party transactions. Div. Exs. 1 at 30-36, 3 at 29-35. At least thirty of them did not originate with the WMMA board or were not discussed by the board. Tr. 235, 969.

The WMMA PPMs included forecasted financial statements, including projected consolidated balance sheets, as appendices. *E.g.*, Div. Ex. 1 at 70-80. All of the financial statements contained a boilerplate disclaimer that the pro forma financial statement was based on estimates, the numbers were contingent on assumptions, and there was no guarantee or assurance that the forecasted sales, assets, and cash flow would be achieved. *E.g.*, *id.* at 78. Investors were urged to conduct due diligence and consult an adviser. *E.g.*, *id.*

Both WMMA PPMs featured the IMC agreement as a substantial asset. They stated that IMC's database contained over 130 million U.S. mobile phone numbers, four million user websites, and over 840 million "opt-in e-mail addresses." Div. Exs. 1 at 30, 3 at 28. However, as noted, IMC never provided WMMA with any support for these numbers and WMMA made no independent efforts to confirm that they were accurate. Tr. 250-53, 257, 3023. Nevertheless, the July 2011 WMMA PPM states that the value of the strategic alliance agreement to the WMMA companies was $5 million, with $1.25 million attributed to the United States and $3.75 million "arbitrarily" allotted to WMMA entities in other countries. Div. Ex. 1 at 31; Tr. 266-67; *see also* Div. Ex. 1 at 77-78 (showing that IMC contract made up entirely of "WMMA Contract Rights" in forecasted consolidated balance sheet). Lux and Main did not agree with the valuation. Tr. 199-200, 204-08, 926-303. Daspin claims without any corroborating documentation that he originally valued the database at $1 million, but Nwogugu raised the value to $5 million. Tr. 2873-75. But Daspin, through MacKenzie, was responsible for the $5 million valuation. Div. Ex. 96 at 1; Tr. 283-84; *see* Div. Ex. 1 at 78. And Daspin admits that he was responsible for further inflating the valuation just a few months later. Tr. 2875-77.

The January 2012 PPM represented that the IMC contract, a long-term intangible asset, was worth $82 million based on appraised value by MacKenzie. Div. Ex. 3 at 28, 45-46; Tr. 373-34.[6] The PPM represented that WMMA's remaining assets were worth only $9.281 million combined. Div.

[6] The forecasted consolidated balance sheet from the July 2011 PPM, which valued the IMC contract at $5 million, was still attached as an appendix. Div. Ex. 3 at 78-79.

Ex. 3 at 45. As with the original $5 million valuation, Daspin generated the $82 million valuation. Div. Ex. 481A at 64-66, 70-71, 75.

Although Daspin testified that only Nwogugu disagreed with the assessment, Tr. 3140, WMMA's board did not agree with Daspin's valuations at the time and aired their concerns. Lux stated that "there literally was no way" to justify the original $5 million valuation. Tr. 268. And he testified that he and others at a board meeting voiced concerns about how the value of the email database went from $5 million in July 2011 to $82 million in January 2012, but Daspin made clear that the subject was not up for discussion. Tr. 375-77. Daspin told Lux and the others that the higher valuation was necessary to "get further investment." Tr. 376. Similarly, Main had found that it would cost WMMA about $300 to purchase email lists with one million names that were targeted by age, location, and income—unlike the IMC database. Div. Ex. 608 at 1; Tr. 974-79. Main told Daspin early on that the value of the email database was "zero," and Daspin told him not to ever say that again. Tr. 1052-53.

The forecasted consolidated balance sheet in the July 2011 PPM for WMMA showed Daspin's cash projections for stub-period 2011 of $33 million; for 2012 it was $148 million; for 2013 it was $373 million; for 2014 it was $980; for 2015 it was $2.38 billion; and for 2016 it was $4.69 billion. Div. Ex. 1 at 77; Tr. 315, 317-19. The $33 million cash—based on Daspin's estimates of the profit on $130 million in revenue from a charitable event in Ghana—constituted all of the projected current assets for 2011. Div. Ex. 1 at 71, 77; Tr. 325-26, 334-35. Lux considered these cash projections implausible. Tr. 318-20. Also implausible were the revenue projections in the billions, which would require every person in the United States to pay enormous amounts of money on pay-per-view WMMA fights. Tr. 315. In fact, the WMMA companies had no net business income in 2011. Tr. 1629.

The January 2012 PPM included the same forecasted consolidated balance sheets from July 2011 even though they were out-of-date on their face. Div. Ex. 3 at 78-79. The balance sheets still represented that the companies had $33 million in cash for the stub-period 2011. *Id.* at 78. But the charitable event in Ghana never happened. Tr. 379. Lux testified that as of January 2012, the companies did not have $33 million in cash. Tr. 378. He believed that the implausible revenue projections in the PPMs, the description of numerous intercompany transactions, and the use of funds to pay off accrued debts would be a red flag to investors. Tr. 313-16, 319-20. Lux considered that no legitimate investor would be able to understand the convoluted language in the January 2012 PPM, and the financial projections were unreasonable on their face. Tr. 541-42.

Employee Solicitation

Starting as early as December 2010, but in earnest after the July 2011 WMMA PPM was completed, MacKenzie advertised for employees for the WMMA companies on internet sites that offered high salaried professional positions, such as Sixfigurejobs.com and Ladders. Tr. 290-92, 315, 638, 1265. Young sent out more than a thousand emails to people who responded to the advertisements. Tr. 1271. Daspin drafted the emails, which stated that the person had been recommended by a consulting company for positions at WMMA and WMMA Distribution paying between $125,000 and $250,000 a year, plus performance compensation of the same amount. Tr. 1271, 1562; *see, e.g.*, Div. Ex. 157 at SEC-TP-583–84; Div. Exs. 336, 422. The emails described the WMMA companies as athletic entertainment marketing and distribution companies focused on mixed martial arts telecasting and branded products worldwide. *E.g.*, Div. Exs. 336, 422. Some of the emails represented that the WMMA companies intended to have a public offering by 2017 when their revenue was projected to be $3.5 billion with a thirty-three percent after tax profit. *E.g.*, Div. Ex. 336; Tr. 1554.

Hundreds of people who signed and returned a non-disclosure agreement were sent a company overview and an invitation for an initial interview by phone or videoconference. Tr. 1264-66, 1268-69; *see* Tr. 3394-95. Young would schedule interviews before the applicants' resumes were reviewed. Tr. 1274. Daspin or Rich Burnham, vice president of human resources, conducted the initial interviews. Tr. 1277. During these interviews Daspin introduced himself as Ed Michael because, as he told Young, his last name was "poison" and he did not "want anyone to turn away." Tr. 1278; *see* Tr. 298-99.

Daspin decided who should be called in for interviews and introduced himself as an outside consultant who provided services to the company. Tr. 297-99, 1037-39. According to Daspin, 250 applicants visited the WMMA companies for in-person interviews after the screener interviews. Tr. 3394-95. Daspin and Burnham conducted in-person interviews with a board member. Tr. 1092-93, 1289. Young did not participate in in-person interviews but he gave the person being interviewed a copy of the PPM; Young estimates he distributed between 100 and 150 copies of the PPMs. Tr. 1287-90, 1317. Young testified that Daspin regularly disclosed his prior criminal history at the end of the in-person interview, but that he would "try to tell" applicants traveling by plane before they bought their airfare. Tr. 1285-86. Daspin referred to job seekers as prospective joint venture investment operators. Tr. 1260. During the in-person interviews, he would pressure applicants to invest $250,000 or more to secure the positions for which they applied, with more senior positions explicitly tied to more

substantial investments. *E.g.*, Tr. 1582, 1595, 1598, 2232, 2235, 2372; Div. Ex. 238 at 2-3. If applicants did not have liquid funds, Daspin would encourage them to use funds in their retirement accounts. *E.g.*, Tr. 1594, 2373. Above all, Daspin emphasized that senior executives who want to be hired make their investment at the time of contract execution because the leaders of any WMMA company need to have "skin in the game." Div. Ex. 296 at LA 22607; Tr. 1280-81, 2838-40. The subscription agreement for shares described the investment as risky and noted that investors could lose their investment. Tr. 1999, 2005-08. The WMMA board signed the employment contracts. Tr. 1095.

Because the WMMA companies had no funds, salaries for all employees were accrued until there was a profit. Tr. 467. The job seekers that invested funds to obtain positions agreed to allow the WMMA companies to repurchase a small percent of their shares each month in lieu of salary. Tr. 640, 2258-59. For example, Thomas Sullivan understood that instead of salaries, investors sold "a portion of the shares that [they] purchased forward in an agreed-upon amount and then [they] would receive the cash from that forward sale on a monthly basis." Tr. 1828.

From at least January 2011 until August 2012, seven people invested $2.4 million in unregistered offerings of WMMA company securities. Ans. at 6; Tr. 711-12. The evidence shows that persons were hired because they were investors and not because they were necessary members of the management team for the WMMA companies. After July 2011, for example, Daspin negotiated the hiring of Ara Bederjikian, Theresa Puccio, and Sullivan as three high-level financial people. Tr. 337-40, 1039-40. Lux and Main saw no need for a pre-revenue company to have made these duplicative hires and believed it was because they were investors. Tr. 340-41, 1039-41.

Daspin and others were compensated based on the investments made by job seekers, who invested funds to get a job. MacKenzie billed for thousands of dollars depending on whether job applicants were hired and invested. *See* Div. Exs. 55A at 1-2, 369 at 1-2; *see* Tr. 288, 679, 1229. Of the money that MacKenzie was paid, including that for recruitment fees, the vast majority was directed to Daspin. *See* Div. Ex. 497 at 1-3; Tr. 1182-83. As for others, Young, for example, received approximately $500 for each person who invested. Tr. 1283-84. By contrast, the investors were repaid only $188,741.53 through the stock repurchases. Div. Ex. 494 at 4.

Operations

In the fall of 2011, WMMA expected its first event to be a combination fight and concert in Ghana in December 2011. Div. Ex. 1 at 12; Tr. 321,

Dear Commissioners and Secretary of the Commission:

I declare under the laws of the United States that the foregoing paragraphs are true to the best of my knowledge and memory. I know if I willfully misrepresent, I am subject to punishment.

As you know I am very ill. Mr. Larry May assisted me and he typed this and I went to UPS to review it, make corrections and signed it. His initials placed under mine verify that.

It took me three weeks to review to review the first `4 pages of Judge Murray's 10/16/2019 opinion. I attach those 14 pages. On each page which I used as an exhibit I put letters where I underline sentences. It took me 28 pages to review her 14 pages which means if I briefed her on her whole opinion, it would exceed 100 pages, but the sample size of 30% is more than adequate to be instructive for your opinion.

The review demonstrates to me that about 30% of Judge Murray's opinion was written by the prosecution because she refers to exhibits that were never produced before her and in addition, it is obvious that the prosecutors wrote those paragraphs. What I learned is that if you compare her alleged opinion facts to the lied testimony in my cross examination before her, you will see that she purposely misrepresented the facts. For example, I cross examined Mr. Larry Lux and separately Mr. Doug Main on separate days without each other in attendance. Both of them testified:

> "...we jointly controlled WMMA...we interviewed all investor applicants and we hired them without using anyone else's opinion..."

Yet Judge Murray forgot and insisted on using testimony elicited many years ago when the prosecution was trying to frame me. In fact, on 6/19/2012 in the dishonest shareholder's meeting held by Ms. Theresa Puccio who was the SEC whistleblower, she suborns the perjury of all the other investors by stating:

> "...say Ed controlled all small and large things at WMMA...don't say Ed controlled the Board of Directors... and I will be the first to sign it..."

Despite that proof, Judge Murray found that I was a controlling person when my 1/22/2011 service contract with MKMA clearly discloses that MKMA provides strategic planning, human resources, deal making and negotiating services. Since WMMA was a startup, its first year before any tournament started consisted of my providing those skills as MKMA's subcontractor for WMMA. All of a sudden, after the company lost all of its equity and which the prosecution purposely fraudulently alleged:

"...Mr. Daspin milked a million dollars in fees from a startup causing it to go out of business..."

However, in 2019 the SEC fraud analyst contravened the prosecution and testified that:

"...Mr. Daspin, CBI, and MKMA collectively were only paid $240,000 in fees..."

In Judge Gambredella she admitted she read my Wells Reply and in it she read that Federal Bankruptcy Judge Rosemary Gambredella found as fact:

"... Mr. Daspin committed no wrongdoing at WMMA..."!!!!

That finding was a res adjudicata and Judge Murray also knew by the Wells Reply that 3 of the 6 investor operators perjured their declarations in opposition to my motion to dismiss the Chapter 11.

In addition, the SEC admitted the other 3 investor operators were perjurers by falsifying that they were accredited investors, when they were not.

In closing, the SEC prosecution suborned the perjury of all the investor operator witnesses in SEC depositions I never attended. Judge Murray knew that based upon the above facts, yet she used the fabricated concocted testimony after the SEC bribed the witnesses by promising to give them pro rata portions of any judgments against me and in Judge Murray's opinion she distributed the judgments to the witnesses so she was in on the conspiracy to find an innocent man guilty.

You do not only have to believe me in the 2015 Wall Street Article:

"...SEC wins big with its inhouse judges..."

Former Judge Lilion McEwen declared:

"...Judge Murray pressured me to find more cases for the prosecution..."

When the SEC ordered Judge Cameron Ellion, the presiding judge, to contravene Judge Lilion McEwen, he refused and said a note:

"...I will never submit an affidavit in this matter..."

If what she said was false he would not have a problem submitting an affidavit, but he knew if he admitted the truthy that she and he and the other judges were pressured to find more cases for the prosecution, he would be convicted of a criminal felony for fixing cases against defendants. The disingenuous notice was submitted in 2015 around the same time as the article.

I wrote an OSC for TRO the day before I was served with the SEC complaint asking for Federal District Court jurisdiction. The SEC prosecution, aided by Judge Murray, defrauded Judge Bachman by not informing her that all the inhouse judges were Constitutional violators of the Appointment Clause. Mr. McGrath then showed her Dodd Frank which gave the SEC first right of jurisdiction. When Judge Carol Foelak found I was too ill to testify and ordered a postponement sine di, finding as fact:

"...If anyone forces Mr. Daspin to testify, he will be irreparably harmed..."

Judge Murray through Judge Foelak off my case and delegated Judge James Grimes, the pawn she used to replace Judge Elliot as the presiding judge. He used SEC rule 300, which disfavors adjournments; BUT NOT IN CASES WHERE IRREPARABLE HARM WAS FOUND AS FACT BY A JUDGE. Both Judge Grimes and Judge Murray, who was also a co-defacto administrative law judge violated my Constitutional rights by such action. She denied my motion for her to reverse his dissolution and in his order he forced me to testify in 120 days. Thank heavens for the United States Supreme Court. On August 2018 in Lucia v. SEC they voided my default judgment and 149 other inhouse defendants' judgement because they found all inhouse judges were Constitutional violators of the Appointment Clause. In their order they barred any judge that participated in my prior cases adjudication to hear the post Lucia 2nd case. Judge Murray delegated herself to hear my case. I motioned her recusal because she was the initiator and orchestrator of my default judgment. Had she not violated Judge Foelak's order I would not have been defrauded out of 7 years of my life. In addition, in 2016 I notifed Judge Murray and Grimes that I would sue them after this case was over proving she had a financial interest in finding me guilty besides violating the Justice's order. She violated my Constitutional right to an unbiased judge and her opinion shows she continued to conspire with the prosecution to frame me, an innocent defendant.

Respectively

[redacted]

Edward M. Daspin

[redacted]

pro se