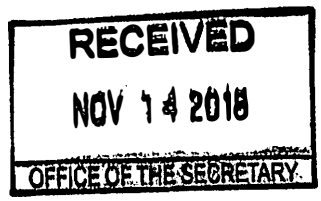
Rodriguez, Elvia

From: Thomas, Charvelle
Sent: Wednesday, November 14, 2018 9:51 AM
To: Rodriguez, Elvia
Subject: FW: Daspin, et al. 3-16509
Attachments: Dear MS Scheilds111318.docx

Follow Up Flag: Review/Act
Flag Status: Flagged



Good Morning Elvia,

Please add this as a record.

Thank you,

Charvelle Thomas
Office: 202.551.6079

From: Shields, Kathy Moore
Sent: Tuesday, November 13, 2018 6:20 PM
To: Murray, Brenda P. <MurrayB@SEC.GOV>; Woodworth, Charles <woodworthc@SEC.GOV>
Cc: Thomas, Charvelle <thomasch@SEC.GOV>
Subject: FW: Daspin, et al. 3-16509

Appears to not have copied ALJ email box on this one.
Saved in j:drive (both the email and attached letter).
I have not sent any of this week's emails to OS. He requests this be sent to Mr. Fields. I think Elvia Rodriguez in OS enters Daspin docs in APTS.
As you know, sometimes he files with or copies OS, sometimes he doesn't.

Kathy

From: edwardDaspin [mailto:[redacted]@optonline.net]
Sent: Tuesday, November 13, 2018 1:41 PM
To: Shields, Kathy Moore
Cc: O'Connell, Barry; Edward Daspin; Kolodny, Nathaniel; Lawrence Lux; Luigi Agostini; McGrath, Kevin; Perlman, Benjamin
Subject: Re: Daspin, et al. 3-16509

Dear Kathy,[enclosedis adeclarationandbreif attach thismornings emailas its refered to anpleseive toMsJudgeMurrayand mr feilds for the comissioners hard copyinam
Thanks
Ineed the confersncenumber for am call eventhoughthe emntireproceedinginhouseisunconstitutioalas eplaiendhearin
MieDaspin
Pro see

Thank the court for its efforts in answering my objections. I take the answer as meaning that the court will not explain why the case load Judge Foelak had after the case was underway suddenly grew with my case being deleted after the court ruled for a postponement sine die.
My objection in that regard stands, although I appreciate the court clearing up the Judge Murray dialog and I appreciate the explanation.
Also please forgive me for using a vernacular when I thought I was writing the men. I in no way meant to use the vernacular for courage and please accept my apology. You have been very kind to me and I appreciate the position your in and you have conducted yourself as a lady and I made a horrible error. please forgive me.
Respectfully
E M Daspin Pro se

----- Original Message -----
From: "Shields, Kathy Moore"
Date: Friday, December 18, 2015 10:44 am
Subject: Daspin, et al. 3-16509
To: "O'Connell, Barry" , Edward Daspin , "Kolodny, Nathaniel" , Lawrence Lux , Luigi Agostini , "McGrath, Kevin"
Cc: "Perlman, Benjamin"

>
> Courtesy copy
>
> Kathy Moore Shields
> Office of Administrative Law Judges
> U.S. Securities & Exchange Commission
> 100 F Street NE, Mail Stop 2557
> Washington, DC 20549
> 202-551-6030
>
>

EDWARD M DASPIN PRO SE CASE3-165095 CASE 3-16509 11/13/18

[redacted] BOONTON.NJ 07005

[redacted] @OPTONLINE.NET[redacted] Declaration and breif and certificate of service

Dear Mr. Field Dear MS Scheilds ';

Dear Judge Murray and the commissioners.

I swear under the laws of the united states that the following declaration is true to the best of my knowledge .i know if I willfully make any statement that I know to be false I would be subject to punishment.

1]I enclose an email I sent to Judge Murray and the contents contained therein are true based, on the amount of time left to be put in the federal district court law suit that I must file against the 2 holdover commissioners, the prosecutors' on my case including: MS kazon,Mr. Kolodny, Mr. McGrath, Mr. O' conell and the Newco enterprise members' including the WMMA investors' and the McGrath Sec enterprise members as John and Jane Does which will include all adjls[except Judge Carol Feolak] and every other commissioner under the Hon. Mary Joe White; who permitted this trash allegations about me to be filed as a complaint knowing that the inhouse jurisdiction consisted of 6 adjls all of whom were not appointed under the article 2 appointment 'Enforcement was aided an abated by those commissioners and judge Murray to fraudulently induce me and the other 150 defendants to spendou4elitigationfundson fake inferior officer adjls' who had a fiduciary to the very initiator of the complaint in the first place.

Comment [M1]:

2]Their administration of each case and mine was riddled with conflicts of interest and worse; so that the commissioners', the adjls' and the enforcement division was all controlled by the commissioners. In poker they call that a rigged deck! It was worse as that fraudulent inducement also harmed me emotionally by Judge Grimes bias against Judge Feolaks order of postponement sine die and against me. He dissolved it in the face of a finding of fact that were anyone to do so they would irreparably harm ME!.All for naught. The defendants to be, as a group ,stole my 4,000 hours spent on a case that all of them knew was a kangaroo court and with no disclosure to my so I went in the dark. That is the conduct this agency is supposed to safeguard us and not inflict on usl. Thats' a fraud triple .In addition they stole my defense fund of one[1]million dollars and I need it to be represented by a law firm as im too ill at 80 to be a Pro see anymore. In addition when I file I will ask to consolidate the SEC case with it as it will require a jury from NewarkN.J I tried to give you a chance to repent but not a word only a notice for a hearing by a conflicted judge Murray whose recusal ive asked for. If she read the submissions, which she admits she has not ;yet she would know all about the conflicts. I cant' file counterclaims inhouse and wouldn't even if I could to file counterclaims against this agency's' personnel when they as individual's knew that the entire exercise was meaningless and would not stan helight of day.

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judicial review to the circuit that the SEC federal defendants automatically receiveas the circuit does not have to take an appeal from the commissioners first right of appeal.In federal district court those SEC defendants have the automatic right**. Its unconstitutional as a result and since the commission has the first right of appeal and since they initiated the complaint in the first place they are conflicted out so it's a circle which you get in communist countries not in America.**

4]I bless the Supreme court for having the wisdom and strength to overrule in Lucia and by doing so not one inhouse hearing is constitutional as I thought it through .Ive asked you to reimburse me as ive an ill wife that requires 100% of my time and im to ill to be a pro See. .If I must file, even if I die doing it ,I will before i die. I need repatriation of the litigation fund that the SEC person's referred to hearin above fraudulently induced me to spend..

5]lastly Judge Murray ordered me to attend a hearing knowing that I cant live up to any schedule as it's the lawyer I get after im reimbursed for the damages the fraud your predecessors perpetrated agsinst me schedule and not mine as im to ill , tired to continue as prose .and I will not let her bully me as my wife and my life come first! As it is her Judge James Grimes did a number on me. Now I know the fix is circular from, to and back to the commissioners. Let her get a new victim as this one is worne out and her Judge Feolak explained id be irepperably harmed if forced to testify and [redacted] now!.

6]Since ive asked Judge Murray for the phone number to the conference if i do not get it this is my response.She must recuse herself as im going to shortly sue her and the entire group of fraudsters and she is at the top of the heep as she appointed 2 violaters to my case and was violater herself unless she proves differently.

7]I hope to file next week but if it takes longer I want to go on record that there is no sense to her being involved and as a result of [redacted] and the motions ive made if not answered before I file you wont be able to say that I did not give you a chance to resolve this entire controversy. The articl2 disability was hid by the collusion and conspiracy. Lets not hide from my offer. Will you look ridiculous in a no asset case already spending one million on a which hunt!? Now you want to spend more on a no asset case. How will our President ever save face when its his own agency pulling this fraud against the American people and an innocent defendant no less? I feel like him,as it's a witch hunt and a collusion and conspiracy to gun me down!

Respectfully

Edward M Daspin Pro See[Not forlong]

EDWARD M DASPIN PRO SEE

[redacted] BOONTON.NJ [redacted]

[redacted]@OPTONLINE.NET[redacted]

CASE3-165095 CASE 3-16509 11/13/18

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Respectfully

Edward M Daspin Pro See[Not forlong]

EXA

From: "edwardDaspin" <emdaspin2@optonline.net>
To: "Kolodny, Nathaniel" <kolodnyn@SEC.GOV>
Cc: "ALJ" <ALJ@SEC.GOV>, "Shields, Kathy Moore" <ShieldsK@SEC.GOV>, "McGrath, Kevin" <McGrathK@SEC.GOV>, "O'Connell, Barry" <OConnellB@SEC.GOV>
Date: 11/13/2018 08:42:00 AM
Subject: RE: Matter of Edward Daspin, AP File No. 3-16509

Dear Judge Murray,
I have received enforcement's' response and it lacks the RES of the matter!I am not a lawyer but i do know conflicts of interests.I will be filing a lawsuit in the Federal district court early next week.Mr Kolondny, Mc Grath,O Conell and Ms.. leslie Kazon,yourself and all the other adjls that colluded and conspired to:not disclose the infirmaries each of you had and that you continued assigning to cases and micro managing each and every case and they continued accepting cases knowing they were all violators of Article 2 proper appointment of the 2nd amendment of the Constitution,{I will not name Judge Feolak. If all of you chip in to payme the damages for the theft of my time of 4 years effort for a phony Judge who was an inferior officer so that when i previously called the travesty a FIX i was not far off the mark as in that capacity you and the other adjls had a fiduciary to the Commissioners under the Hon,Mary Joe White .They will be in the lawsuit as john and Jane Does as well.and if the court metes out the financial penalties to each of the actors i will indemnify Judge Feolaks' portion or pay it myself from the proceeds that flow from my portion of the theft of my time awards based on a jury trial.That comes to 8,000 hours at$350.00 and hour is $2,800,000.00.
In order to appear tomorrow i will need the time[10:30]and the phone number.I did receive a copy from Mr. McGrath but cant find it so please arrange an new email!thanks in advance.
Judge as you can s I do not intend that our nation not know what happened to me as its an object lesson that they need to know. Dodd Frank must be either repealed or sterilized and that was the point of my ombudsmen plan.Since i was the person my law firm requested a seal the file order for to Judge Grimes I want you to know that I do not want this file sealed as its anew day and a fresh start.I cannot approve any schedule until im represented and i cant get represented unless i receive the #1,000,000.00 that i was duped out of by the nondisclosure of material facts and information that had i known i would have acted earlier than i finally did.You judge cases for fraudulent inducement all the time as a mater of fact your colleagues at the enforcement division alleged i did not share my name in time and allege,contrary to the evidence i whit held it untill the check was drying contravened by their own Brady information.Judge you defrauded me with the adjls that conspired with enforcement and the commissioners under the Hon .Mary Joe White.You are out of line going anywhere near this case.You have an interest in finding me guilty so that you wont have to pay the damages.Why did you assign this case knowing that i have accused you of improprieties?? I now ask you to recuse yourself.You will be a named defendant in the federal district court action.I have no idea why enforcement did not accept an offer to assist this agency and settle this matter!They and you know its a no asset case!!??.So far our country has spent over $1,000,000.00 and defrauded me out of the same .it is.Waste! and that is an understatement .Im sure our President will be very pleased to know this tragedy and he will. as we both suffer from a witch hunt and a collusion and conspiracy.You can change this.
Respectfully
Edward M Daspin ~~& co~~ SEE

On Tue, Nov 06, 2018 at 03:07 PM, Kolodny, Nathaniel wrote:

> Ms. Shields:
>
> Attached for Chief Judge Murray's attention please find a courtesy copy of the Division of Enforcement's Response to Respondent Edward Daspin's October 30, 2018 Filing and Related Submissions, submitted in connection with the above-referenced matter. The Division served the Secretary's Office with the original and three copies of the attached via UPS overnight delivery and via facsimile, and requested that the filing be made under seal.
>
> Thank you,
>
> Nathaniel Kolodny

Nathaniel I. Kolodny | Senior Counsel

U.S. Securities and Exchange Commission

212-336-5104 | KolodnyN@sec.gov

EDWARD M DASPIN PRO SEE

[redacted] BOONTON.NJ [redacted]

[redacted] @OPTONLINE.NET [redacted]

CASE3-165095 CASE 3-16509 11/13/18

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Respectfully

Edward M Daspin Pro-See[Not forlong]

Ed M Daspin

case number 3-16509AT

CERTIFICATE OF SERVICE ON 11/14/18 I SERVICED UPS TO REMIT THIS SERVICE EDWARD M DASPIN----------

THE PRESIDENT OF THE UNITED STATES. THE HONORABLE DONALD J TRUMP

THE VICE PRESIDENT OF THE UNITED STATES THE HONORABLE MICHAEL PENCE

THE HONORABLE SPEAKER OF THE HOUSE, PAUL RYAN

MR FIELD OR THE COMMISSIONERS (3 COPIES)

MS SHIELDS (1 COPY FOR THE JUDGE BRENDA MURRAY;

MR MCGRATH, MR KOLODNY, MR O'CONNELL, MR SHAPANKA, MR AGOSITINI, MR LUX, MR L CHESTER MAY FOR MKMA & ME FOR CBI, MR LUIGI AGOSTINI (CORPORATE STAFF, MR GARY KRENSEL CORPORATE STAFF)

Ed Daspin

The actual financial results for the Wounded Warrior Event were even more dismal. With a stadium capable of holding approximately 12,500 fans, only ten percent of the seats were sold. (EMD 007327-32). The limited content recorded (there were videography and sound issues) was pirated and rebroadcast for free (LA 0021366-67), which of course limited the number of paying PPV clients. In the end, over $1.1 million in cash was stripped from the limited resources of the WMMA Entities in the form of either actual costs for the Wounded Warrior Event or deferred vendor costs (EMD 007327-32), rendering cash on hand for the WMMA Entities below $100,000. Shortly afterwards, WMMA lost a $5 million commitment it had received from a foreign investor.

Morale and working relationships quickly deteriorated, and the WMMA Entities soon found themselves in a state of collapse. Substantial evidence exists suggesting that a number of the key WMMA operators encouraged the collapse in an effort to drive down the value of the WMMA Entities to effectuate a low-cost buyout that would result in those same operators obtaining a greater interest in the WMMA Entities for themselves and McFarlane to the exclusion of Mr. Daspin. (See e.g., N.J. Bankr. Dkt.; LA 0034709-10; EMD 001273-349).

Ultimately, the WMMA Entities failed, not because they were a sham or a fraud, but because the staff brought on to operate the companies failed miserably in their efforts in the span of just a few short months. While the SEC will seek to characterize these purported victim "investors" as uninformed, uninvolved, and not at fault, the documentary evidence demonstrates that it was these individuals along with McFarlane who (1) were sophisticated business professionals; (2) actively ran WMMA in many respects absent any advice or input from Mr. Daspin; and (3) chose (with full information) to fund this start-up opportunity with their own money. (See LA 0012014-15; LA 0020480-81; EMD 009430-33) (discussing work done in

support of the El Paso Event, none of which included Mr. Daspin, and demonstrating that owner/operators of WMMA lost hundreds of thousands of dollars on that event).

III. The Staff's Theory of the Case

Mr. Daspin, as a consultant, identified and recruited experienced professionals to lead the WMMA Entities. He traveled the world to obtain domestic and overseas promoters in order to build international leagues. In the end, however, the individuals brought on to operate the WMMA Entities depleted the financial resources at a rate faster than the WMMA Entities could reap substantial profit or obtain additional investment. In addition, internal strife and mismanagement sent the companies on a downward spiral from which they did not rebound.

After this demise, the investor-operators contacted the SEC. They blamed Mr. Daspin for the failure of the companies, rather than acknowledge their own incompetence. The Staff in turn conducted an extensive investigation focused on Mr. Daspin in an effort to identify possible securities law violations. Specifically, the Staff communicated to us that they believe that the fees received by CBI and MKMA (certain of which were passed onto Mr. Daspin) were hidden brokerage fees obtained by unregistered brokers in violation of Section 15(a) of the Exchange Act. The Staff further communicated that Mr. Daspin purportedly committed securities fraud because (a) acting through MKMA, he opined on a value for the IMC Database contract that the Staff believes was intentionally overinflated; and (b) acting through MKMA he suggested a series of related-party transactions between the WMMA Entities to strengthen their corporate structure that the Staff believes were consummated solely to deceptively bolster company finances. Finally, it is the Staff's position that even if Mr. Daspin did not himself engage in any of the foregoing purported wrongdoing, others did so at his behest rendering Mr. Daspin liable for violations of Section 20(b) of the Exchange Act.

IV.s Mr. Daspin's Poor Health Will Preclude Him From Testifying and Defending His Actions, Necessitating that this Matter Not Go Forwards

Relevant Facts

[redacted]

Applicable Law

[redacted]

district court must "carefully investigate the situation" and "assemble the pertinent data," and if the perceived risks to the defendant based on his or her health outweigh the perceived benefits of the trial, "a continuance must be granted." 895 F.2d 1, 13 -14 (1st Cir. 1990).

Among the factors considered by courts are (1) the medical evidence and judgments; (2) evidence of defendant's activities outside the courthouse; (3) the possible availability of measures (e.g., a shortened schedule or medical equipment) to minimize the risks to defendant's health in subjecting him or her to trial; (4) the temporary or permanent character of the physical problem; and (5) the magnitude and seriousness of the case, i.e., the degree of loss or injury to the public interest deemed to result from delay or total preclusion of a trial. United States v. Doran, 328 F. Supp. 1261, 1263 (S.D.N.Y. 1971). Accord, United States v. Gigante, 982 F.Supp. 140ę 168 (E.D.N.Y. 1997) ("To determine whether a continuance based upon poore physical health is warranted, courts assess the medical evidence provided, the defendant'se activities outside of the courthouse, any measures available to minimize the risks in court toe defendant's health, the usefulness of the delay, as well as the seriousness of the case.").e

If, upon evaluation of the medical evidence and above factors, the district court finds that [redacted] is excessive such that trial poses an [redacted] the district court should grant a motion for a continuance. For example, a district court found "clearly appropriate" a continuance of criminal proceedings against a defendant with "very [redacted] United States v. Foglietta, 2002 WL 1301415, at *1 (E.D.Pa. June 11, 2002). Likewise, a defendant received a [redacted] where the defendant's physician opined that the scheduled trial would be too stressful (although the court noted that unless the defendant began

to follow medical advice, no further continuances would be granted). Id.; see also Latham v. Crofters, Inc., 492 F.2d 913 (4th Cir. 1974) (trial court abused its discretion in denying defendant's motion for a continuance based on defendant's [redacted]); Davis v. Operation Amigo, Inc., 378 F.2d 101, 103 (10th Cir. 1967) (the [redacted] of a litigant severe enough to prevent him from appearing in court is always a legitimate ground for asking for a continuance").

Where, as here, a defendant's testimony is critical to his or her defense, a continuance is even more crucial. In Gaspar v. Kassm, the court of appeals held that the trial court abused its discretion in refusing to allow a continuance in a personal injury action where the defendant [redacted] 493 F.2d 964, 968 (3d Cir. 1974). The appellate court reasoned that there was no need for haste, the defendant's testimony was necessary for the defense, the continuance would not cause undue prejudice, and no evidence existed of procrastination, bad planning, or bad faith. Id. at 968-69. Moreover, it was not sufficient that the defendant's deposition testimony could be read into the record in his absence at trial. Id.; see also Silverman v. Milner, 514 So.2d 77, 79 (Fla. Dist. Ct. App. 3d Dist. 1987) (trial court abused its discretion in denying a continuance on motion of defense counsel where defendant had suffered a serious stroke prior to trial, and defendant's testimony was to have addressed "vital issues" in litigation and was "necessary for a fair and adequate presentation of defendant's case, as the defendant was the witness most able to present testimony on [the vital] matters.").

Discussion

From the very start of the SEC's investigation, Mr. Daspin's primary care physician has insisted that if Mr. Daspin participates in legal proceedings, the stress from such a situation could cause Mr. Daspin to [redacted] True to Dr. Puzino's prediction, during the course of the Staff taking Mr. Daspin's testimony, Mr. Daspin's [redacted] spiked to 220

to follow medical advice, no further continuances would be granted). Id.; see also Latham v. Crofters, Inc., 492 F.2d 913 (4th Cir. 1974) (trial court abused its discretion in denying defendant's motion for a continuance based on defendant's ill health); Davis v. Operation Amigo, Inc., 378 F.2d 101, 103 (10th Cir. 1967) (the "illness of a litigant severe enough to prevent him from appearing in court is always a legitimate ground for asking for a continuance").

Where, as here, a defendant's testimony is critical to his or her defense, a continuance is even more crucial. In Gaspar v. Kassm, the court of appeals held that the trial court abused its discretion in refusing to allow a continuance in a personal injury action where the defendant suffered from a nervous breakdown. 493 F.2d 964, 968 (3d Cir. 1974). The appellate court reasoned that there was no need for haste, the defendant's testimony was necessary for the defense, the continuance would not cause undue prejudice, and no evidence existed of procrastination, bad planning, or bad faith. Id. at 968-69. Moreover, it was not sufficient that the defendant's deposition testimony could be read into the record in his absence at trial. Id.; see also Silverman v. Milner, 514 So.2d 77, 79 (Fla. Dist. Ct. App. 3d Dist. 1987) (trial court abused its discretion in denying a continuance on motion of defense counsel where defendant had suffered a serious stroke prior to trial, and defendant's testimony was to have addressed "vital issues" in litigation and was "necessary for a fair and adequate presentation of defendant's case, as the defendant was the witness most able to present testimony on [the vital] matters.").

Discussion

From the very start of the SEC's investigation, Mr. Daspin's primary care physician has insisted that if Mr. Daspin participates in legal proceedings, the stress from such a situation could cause Mr. Daspin to suffer a heart attack or stroke. True to Dr. Puzino's prediction, during the course of the Staff taking Mr. Daspin's testimony, Mr. Daspin's blood pressure spiked to 220

over 110, which Dr. Puzino indicated could be the basis for an imminent [redacted], and Mr. Daspin was immediately thereafter diagnosed with a bundle branch block. To be clear, unlike in the case law set forth above, Mr. Daspin's physician is not merely opining that Mr. Daspin *could* suffer a [redacted] or [redacted] based on the medical evidence. Rather, in this case, the Staff and Dr. Puzino were present when Mr. Daspin experienced a [redacted] and almost suffered a [redacted] during on the record questioning by the Staff.[11]

It cannot credibly be disputed that if the Commission determines to move forward, the stress from legal proceedings would threaten Mr. Daspin's health and possibly lead to [redacted]. While the alleged violations at issue are indisputably serious, they are not criminal, and do not counterbalance the extreme danger posed to Mr. Daspin. See Doran, 328 F. Supp. at 1264 (postponing trial indefinitely where "the chance that a trial [could] kill [defendant] [was] substantial," whereas the crimes with which he was charged (conspiring to defraud the government), while serious, were not "singularly momentous").

Moreover, Mr. Daspin's testimony is crucial to his defense at trial. No one else can provide critical testimony regarding Mr. Daspin's intentions, recollections, and motivations for the activities at issue. Given this scenario, a district court will likely stay any proceedings commenced by the Commission given the concrete, substantial risks to Mr. Daspin's health. See, generally, D'Allessandro v. Bulger Tobacco Co., 2007 WL 2915151, at *1 (D.N.J. Oct. 2, 2008) ("Motions to stay are within the district court's discretion but should be granted when a party who is ill cannot participate in the preparation of its case if the party's participation is necessary, the stay does not unduly prejudice another party, and the motion is not made in bad

[11] Mr. Daspin is seriously ill. Within the past two years alone, Mr. Daspin has suffered [redacted]. The final diagnosis included [redacted]

faith or merely to procrastinate."); Thanos v. Mitchell, 220 Md. 389, 393 (Md. 1959) ("[W]here the evidence that a party is ill and unable to attend court is uncontradicted and his testimony is material and there would be no real and substantial prejudice to the other side in a delay, it is an abuse of discretion to refuse continuance of his case.").

Given Mr. Daspin's extremely [redacted] and the relevant precedent, there is no reasonable basis to commence an enforcement action against Mr. Daspin. Any civil action will likely be dismissed or, in the alternative, an indefinite continuance will likely be granted until Mr. Daspin's medical situation changes such that the current significant risk [redacted] life and health are no longer presented by testifying at a deposition or trial. Rather than place Mr. Daspin's life in jeopardy, the Commission should exercise its discretion and not proceed against Mr. Daspin.

V. The Commission Will Not Be Able to Demonstrate that Mr. Daspin Violated Section 15(a) of the Exchange Act

Even setting aside the very real medical risks that render an action inappropriate, the legal claims recommended by the Staff are misguided and will not succeed. It is the Staff's position that Mr. Daspin violated Section 15(a) of the Exchange Act because he purportedly accepted brokerage commissions when the investor-operators invested funds into the WMMA Entities. The facts, however, reveal that the fees earned were largely recruitment fees and were typical of (if not less than) traditional "head hunter" recruitment fees. Neither the facts nor the law support the notion that Mr. Daspin was paid for obtaining investments into the entities.

Relevant Facts

CBI/MKMA contracted to provide recruiting, contracting, financial advisory and business advisory services to the WMMA Entities. Mr. Daspin, working through CBI and MKMA, provided those services. In return, the consulting firms received either (a) cash

compensation, or (b) deferred cash compensation that accrued periodically. The fees received by CBI, MKMA and Mr. Daspin can be calculated from the record.

With regards to recruitment services in particular, the recruitment process proceeded as follows: Mr. Daspin's wife would review the resumes of potential employment candidates and a report of her findings would be provided to Richard Burnham, an officer of WMMA. (Daspin 46:7-50:11). Mr. Burnham then scheduled initial interviews, and interviewed candidates. (Id.) If Mr. Burnham was satisfied that an individual would be a positive addition to the team, Mr. Daspin thereafter met with the candidate to (a) identify himself and his role with the company (i.e., to identify his full name, his full felony past, his consulting agreement with the WMMA Entities, and his wife's ownership interest in the WMMA Entities); (b) gage the abilities and interests of the candidate; and (c) explain the alternative cash investment and sweat equity programs. (Id.). If an individual was ultimately hired, CBI or MKMA would earn the right to a fee of 25 percent of that individual's projected first year salary, half of which would be split with any staff that participated in the recruitment process. Payment was made immediately if the company received a cash investment (because cash was available). Payment accrued for later delivery if the company lacked sufficient cash on hand to make a payment and did not receive a cash investment. Significantly, a federal Bankruptcy Court in California ruled that Mr. Daspin was innocent of alleged securities and state law violations in connection with a consulting agreement containing a nearly identical fee structure. See In re ZX Automobile Co. of N. Amer., Case No. 8:08-13065-TA, Dkt. No. 544 at ¶ 1 (C.D. Cal. 2011), attached as Exhibit B hereto.

Of significance, if the individual made a subsequent investment, no additional fee of any kind was earned by CBI, MKMA or Mr. Daspin because no additional recruitment occurred.

Finally, CBI and MKMA earned flat fees for negotiating contracts with third parties as well (which were paid in some instances and accrued in others).

Pursuant to the services contract, the recruitment/ headhunter payments made to CBI and MKMA were as follows:

Recruitment Fee Chart				
Investor	**Investment Date (LA0000663-LA0000664)**	**Contract Compensation[12]**	**Recruitment Fee Paid to MKMA**	**Investment Commission**
Ara Bederjikian $260,000 Total Investment	9.14.11 (AGCDS & WMMA) $160,000	$150,000 / year	$18,750 (fee share with others involved in recruitment)	$0
	10.17.11 (WDI) $56,697.80		$0	$0
	12.30.11 (WDI) $43,302.20		$0	$0
Donald Lockett $400,000 Total Investment	3.13.12 (WDI & WMMA) $250,00	$150,000 / year	$0[13]	$0
	5.10.12 (WMMA)0 $75,0000		$0	$0
	5.15.12 (WMMA)0 $75,000		$0	$0
Theresa Puccio $500,000 Total Investment	9.21.11 (AGCDS & WMMA) $400,000	$150,000 / year	$18,750 (fee share with others involved in recruitment)	$0
	4.2.12 (WMMA Holdings Inc.) $100,000		$0	$0
Thomas Sullivan 351,000 Total Investment	9.27.11 (AGCDS & WMMA) $351,000	$150,000 / year	$18,750 (fee share with others involved in recruitment)	$0
Gregg Lange $250,000 Total Investment	11.22.11 (AGCDS & WMMA) $125,000	$150,000 / year	$18,750 (fee share with others involved in recruitment)	$0
	1.24.12 (AGCDS & WMMA)0 $125,0000		$0	$0
Darin Heisterkamp	2.1.12 (WDI & WMMA) $235,217.00	$150,000 / year	$12,565.02[14] (fee share with others involved in recruitment)	$0

[12] Contract compensation was set to accrue until the time the companies could afford payment.0

[13] A recruitment fee of $37,500 was earned (with $18,700 only booked to MKMA due to the fee share agreement),0 however, according to MKMA's June 2012 records, no payment had been received by that time.

$351,000 Total Investment	3.12.121 (WDI) $15,783.00		$0	$0
	4.23.12 (WDI) $100,000		$0	$0

CBI and MKMA additionally received the right to recruitment fees for nearly 30 other staff brought into the WMMA Entities who did not invest any funds into the companies. We are not aware of a single court that has determined that a fee structure paid for recruiting company operators, such as the foregoing, was instead a brokerage commission requiring registration.

Indeed, MKMA's fees were capped by decision of the company (including on the insistence of the owner-operators) as of December 2011 -- eviscerating any argument that MKMA was able to take advantage of (or exert control over) the WMMA Entities.

Applicable Law

Section 15(a)(1) of the Exchange Act, 15 U.S.C. § 78o(a)(1) provides as follows:

> (1) It shall be ***unlawful for any broker or dealer*** . . . to make use of theo mails or any means or instrumentality of interstate commerce to ***effect any transactions in, or to induce or attempt to induce the purchase or sale of, any security*** (other than an exempted security or commercial paper, bankers' acceptances, or commercial bills) ***unless such broker or dealer is registered*** in accordance with subsection (b) of this section.

15 U.S.C. § 78o(a)(1) (emphasis added). For a natural person to violate this registration requirement, he or she must "effect transactions in, or induce or attempt to induce the purchase or sale" of securities, as a business. See also, e.g., 15 U.S.C. § 78c (a "broker" means "any person engaged in the business of effecting transactions in securities for the accounts of others").

Because the Exchange Act defines neither "effecting transactions" nor "engaging in the business," an array of factors determines whether a person qualifies as a broker. SEC v. Kramer, 778 F. Supp. 2d 1320, 1334 (S.D.N.Y. 2011). Frequently cited factors, identified in SEC v.

[14] A recruitment fee of $37,500 was earned (with $18,700 only booked to MKMA due to the fee share agreement), however, according to MKMA's June 2012 records, only partial payment had been received by that time.

Hansen, 1984 WL 2413, at *10 (S.D.N.Y. April 6, 1984), consist of whether a person (1) works as an employee of the issuer, (2) receives a commission versus a salary, (3) ever sold securities of another issuer, (4) participates in negotiations between the issuer and an investor, (5) provides either advice or a valuation as to the merits of the investment, and (6) actively (rather than passively) finds investors. See also Cornhusker Energy Lexington, LLC v. Prospect St. Ventures, 2006 WL 2620985, at *6 (D. Neb. 2006) (broker activity evidenced by "analyzing the financial needs of an issuer," "recommending or designing financing methods," discussing "details of securities transactions," and recommending an investment); S.E.C. v. Martino, 255 F.Supp.2d 268, 283 (S.D.N.Y. 2003); S.E.C. v. Margolin, 1992 WL 279735 (S.D.N.Y. 1992)o (broker activity evidenced by defendant's "receiving transaction-based compensation, advertising for clients, and possessing client funds and securities").

It has been said that transaction-based compensation is the hallmark of a salesman. By contrast, a person's recommendation of a particular investment or participation in a negotiation typically occurs in an array of different commercial activities and professional pursuits, including brokering. Kramer, 778 F. Supp. 2d at 1334-35.

Discussion

The Staff focuses its allegations on the fact that (a) recruitment fees for cash investors were higher than those for sweat equity investors because cash investors were promised a higher salary; and (b) recruitment fees for cash investors were received first while recruitment fees for sweat equity investors were accrued for later receipt. Thus, the Staff characterizes the CBI and MKMA fees as hidden brokerage commissions. The Staff's theory, however, misses the mark.

First, the Commission will not be able to prove that CBI or MKMA received compensation based on securities transactions because CBI and MKMA received compensation

(or the right to compensation) for officer, operator or employee hires with the recruitment fee payment or accrual simply being an issue of timing. (See Recruitment Fee Chart, supra). CBI and MKMA received compensation or the right to compensation based on projected first year salary, not on the amount of the individual's investment, if any. Thus, whether a cash investor invested $250,000 or double that amount at $500,000, CBI or MKMA collected fees on the basis of projected first year salary alone. (Id.) Moreover, CBI and MKMA received no compensation whatsoever in instances of subsequent investments, confirming that payments made to CBI and MKMA were recruitment fees as opposed to brokerage commissions. (Id.).

Indeed, the Staff's allegation is further jettisoned by the fact that Mr. Daspin, per contract, received other compensation to which he was entitled (i.e., cash compensation for certain contract negotiation), a situation that would not occur were the services agreement a mere disguised contract to obtain improper brokerage fees.

Second, even if the foregoing could be considered "transaction-based" compensation, that still would not be enough to demonstrate a violation of Section 15(a). The receipt of transaction-based compensation alone does not transform generic services into disguised broker-dealer services. Kramer, 778 F. Supp. 2d at 1336 (collecting cases). This is because, as stated, a host of factors must be considered, including whether a person (1) works as an employee of the issuer, (2) receives a commission or a salary, (3) ever sold the securities of another issuer, (4) participates in issuer/investor negotiations, (5) provides either advice or a valuation as to the merits of the investment, and (6) actively (rather than passively) finds investors.

It is true that Mr. Daspin did not work directly for the WMMA Entities at the time he provided the recruitment services at issue. However, Mr. Daspin has no history of selling the securities of any other issuers, and has not been accused of negotiating the terms of any

securities sales between as issuer and an investor. Mr. Daspin did not offer investment advice to any potential investors. At most, Mr. Daspin's recruitment services provided a passive (as opposed to an active) vehicle for the identification of potential cash investors.

Third, where the services rendered are the same as, or substantially similar to, services rendered by professionals other than brokers or dealers, a finding of unregistered broker activity is particularly inappropriate. In SEC v. M&A West, Inc., 2005 WL 1514101 (N.D. Cal. June 20, 2005), for example, the court granted summary judgment sua sponte in favor of a defendant on the Commission's Section 15(a) claim. In that matter, the facts established that the defendanta facilitated and participated in reverse mergers. Specifically, the defendant worked with the shareholders of a private company (1) to identify "suitable public shell companies," (2) to prepare documents for the reverse merger, and (3) to coordinate the parties to the reverse merger. Upon successful completion of a reverse merger, the defendant received substantial compensation in cash and securities. Rejecting the Commission's argument that the defendant's conduct amounted to broker activity, the court in M&A West found that the defendant's activities were commonly associated with paralegals (who draft documents), lawyers (who draft documents and orchestrate transactions), businessmen (who identify potential merger partners) and opportunists (who like to take a small cut of a big transaction), none of whom is commonly regarded as a broker. Of particular significance, no assets were entrusted to the defendant and the defendant was not authorized to transact "for the account of others." Id. at ** 9-10.

Here, as in M&A West, it cannot be credibly disputed that Mr. Daspin's actions were those commonly associated with other professionals (i.e., employment recruiters and business advisors), individuals who like paralegals, lawyers, businessmen, and opportunists are not commonly regarded as brokers. As in M&A West, the Commission cannot convert services

regularly performed by other professions into brokerage services simply because ancillary securities transactions occurred. As in M&A West, although Mr. Daspin's actions in certain limited instances led to transactions among others in securities, Mr. Daspin was never entrusted with issuer or investor assets and was never authorized to transact "for the account of" any individual or entity. For these reasons too, the Staff's claim that Mr. Daspin acted as an unregistered broker in violation of Section 15(a) of the Exchange Act will fail.

VI.a The Commission Will Not Be Able to Demonstrate that Mr. Daspin Violateda Any of the Anti-Fraud Provision of the Securities Lawsa

It is also the Staff's position that Mr. Daspin violated the anti-fraud provision of the Securities Laws in two ways: (1) by purportedly overvaluing the IMC Database contract without disclosing that WMMA never tested the database; and (2) by directing related-party transactions for the sole purpose of inflating PPM balance sheets in a general scheme to defraud investors. Again, the Staff's purported theories of liability are far off the mark.

A.a The IMC Database Contracta

Relevant Facts

In or around February 2011, WMMA executed a contract (the "IMC Database Contract") with IMC, a Pennsylvania company with a database of over 840 million email addresses of double-opt-in customers for direct internet marketing. The customers in this database were viewed as prospective spectators of MMA events.

As Larry Lux explained in his live testimony, the IMC Database Contract was a commission-based agreement -- of no risk to the WMMA Entities -- through which the WMMA Entities would receive internet marketing services reaching all 840 million customers. IMC was only entitled to a small percentage of the proceeds obtained from any resulting sales (LL 66:7-67:25; LA 0007008-LA 0007019).

No one appears to dispute that the IMC Database Contract was an asset with intrinsic value. The sole issue raised relates to the amount of value ($82 million) attributed to the contract by MKMA. (See January 5, 2012 PPM at pp. 45-46). The Staff alleges that Mr. Daspin committed fraud in connection with this valuation. According to the Staff, the valuation was intentionally inflated, even more so given that WMMA Entities did not "test" the IMC Database prior to valuing the contract and did not disclose that no such testing was performed.

Upon information and belief, Michael Nwogugu, a CPA hired by the WMMA Entities to prepare the company PPMs and other financial documents, at one point suggested that the IMC agreement should be valued based on the cost to obtain it (i.e., the cost incurred in negotiations and execution). Mr. Nwogugu later valued the contract at $5 million and included that figure in the July 31, 2011 PPM. (July 31, 2011 PPM p. 31 at ¶ 6). MKMA, on the other hand, which was asked to value the IMC Database Contract in or around October 2011, disagreed with Mr. Nwogugu and believed that the appropriate metric for valuation would be the market value of the IMC Database Contract, which Mr. Daspin calculated was on the order of $83 million (EMD 75:8-24). The $83 million valuation (performed by Mr. Daspin and Larry May) was calculated (a)eassuming 10 streaming events per year; (b) multiplied by an assumed cost of $1 per 1,000e database addresses; (c) multiplied by 10 years of streaming services (a conservative calculation given the 20-year duration of the IMC Database Contract and competitors' comparative basis for the cost of database addresses). Importantly, Mr. Daspin is an appraiser of business assets in the $1 million - $100 million range who has been accepted as an expert before legal tribunals, and the valuation performed with regards to the IMC Database Contract was not, as the Staff would have the Commission believe, for a false purpose or without basis.

The Staff alleges that MKMA's valuation was without basis and made to defraud. However, the Commission will not be able to prove any such alleged misconduct.

Applicable Law

Section 10(b) of the Exchange Act forbids anyone to use a "manipulative or deceptive device or contrivance in contravention" of the SEC's rules and regulations. 15 U.S.C. § 78j(b). The primary rule that implements Section 10(b) is Rule 10b–5, which makes it unlawful "to employ any device, scheme or artifice to defraud... or to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security." 15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b–5(a), (c).

To prevail on each of its claims under § 10(b) of the Exchange Act and SEC Rule 10b–5, the Commission must establish that, in connection with the purchase or sale of securities in a domestic transaction, the defendants acted with scienter, using means or instrumentalities of interstate commerce, in employing a fraudulent device or in making a material misrepresentation or a material omission as to which they had a duty to speak. See Monarch Funding Corp., 192 F.3d at 308; SEC v. Tourre, 2012 WL 5838794, at *2 (S.D.N.Y. Nov. 19, 2012), quotingo Morrison v. Nat'l Australia Bank Ltd., 561 U.S. 247 (2010); United States v. Teyibo, 877 F.Supp. 846, 861 (S.D.N.Y.1995), aff'd, 101 F.3d 681 (2d Cir.1996).o

Of particular significance here is the requirement that the Commission demonstrate scienter. To act with scienter means to act with "an intent to deceive, manipulate, or defraud." Dolphin & Bradbury, 512 F.3d at 639. Extreme recklessness may satisfy this intent requirement. Id. Such recklessness is not merely a heightened form of negligence, but is an "extreme departure from the standards of ordinary care." Id. See also, Belmont v. MB Inv. Partners, Inc., 708 F.3d 470 (3d Cir. 2013) (stating for purposes of a 10b–5 claim, "[a] reckless statement is one

involving not merely simple, or even inexcusable negligence, but an extreme departure from the standards of ordinary care, and which presents a danger of misleading buyers or sellers that is either known to the defendant or is so obvious that the actor must have been aware of it").

Discussion

The facts of this matter on their face demonstrate the inherent weaknesses in the Staff's position concerning the valuation of the IMC Database Contract.

First, had the IMC Database Contract been valued to defraud (as opposed to being valued in good faith based upon facts learned by Mr. Daspin over the course of 2011), there is no reason why MKMA's valuation would not have been reported until publication of the January 5, 2012 PPM. Had Mr. Daspin been in control of the WMMA Entities' PPMs and had he been intent on overvaluing the IMC Database Contract to defraud (as the Staff suggests), such valuation surely would have appeared in the earliest of PPMs provided to potential investors (i.e., the July 31, 2011 PPM on which the vast majority of the cash investors relied). (See, e.g., Sullivan and Bederjikian Declarations at ¶¶ 2 & 15 and 3 & 15, respectively (N.J. Bankr. Dkt. Nos. 60-61), attached as Exs. C and D hereto). Moreover, had MKMA's valuation been intended to defraud, it would have supported an increase in the valuation of the stock price of the WMMA Entities' shares, which it did not. (Compare July 31, 2011 and January 5, 2012 PPMs).

Second, the undersigned counsel is not aware of a single member of the financial team (i.e., cash investors Puccio, Sullivan and Bederjikian who were sophisticated in accounting matters) questioning, complaining, or suggesting anything whatsoever untoward in connection with the IMC Database Contract valuation at the time it was made. Tellingly, it was these individuals who were in charge of company finances and balance sheets at the time of the $82 million valuation, and it was these individuals who participated in the recruitment of the WMMA

Entities' staff using PPMs that incorporated the valuation after it was made. But the lack of complaint is not in the least surprising given that, according to the testimony of WMMA CEO Larry Lux, the IMC Database Contract valuation was a topic subject to input from, and round-table discussions participated in by, not only Messrs. Daspin and Nwogugu, but also the cash investor financial team members. Mr. Lux went on to explain that these cash investors -- individuals with sophisticated knowledge of financial matters -- did not once forcefully support Mr. Nwogugu's lower valuation over the higher valuation proffered by MKMA. Instead, certain of these individual certified as true the WMMA balance sheets containing this valuation to the Texas Boxing Commission.

To be sure, the documentary evidence shows nothing more than that Mr. Daspin and Mr. Nwogugu engaged in a good faith, heated debate and discussion concerning the proper treatment of the IMC Database Contract. To now single out Mr. Daspin and assign fault is preposterous.

Third, even assuming for the sake of argument that MKMA's valuation of the IMC Database Contract was *inaccurate*, that fact would have no bearing on whether it was *intended to defraud*. There is nothing presumptively fraudulent about making mathematical assumptions to value commercial contracts. The lynchpin of fraud -- i.e., scienter -- is simply not demonstrated from the documentary evidence relating to the IMC Database Contract valuation here. As Mr. Lux testified, Mr. Daspin did not direct individuals to avoid testing the IMC Database. Mr. Daspin provided a service he was requested to provide through MKMA -- a valuation of the IMC Database contract made on the basis of projected market worth based on the facts known to him.

This is not a case where silent investors poured funds into a start-up company without ever gaining significant knowledge of its finances or operations. Rather, the very individuals who invested in the WMMA Entities came on board as daily owner-operators with full

knowledge of -- and in fact control over -- the finances of the company. Nothing could be accomplished by any attempts to "dupe" the very individuals who would not only immediately obtain financial information, but who would also go on to recruit other owner/operators to join the WMMA family. That many of these individuals invested not once, but in multiples instances over time, shows unequivocally that there was no sham, no secrets, and no fraud going on.

B.a The Related Party Transactionsa

Relevant Facts

Finally, in addition to negotiating, obtaining and valuing the IMC Database Contract, Mr. Daspin, per the consulting agreement, provided business advice to the WMMA Entities as well, including the suggestion of a number of related party transactions that would strengthen the WMMA Entities and aid them in future transactions that were envisioned by the companies. It is counsel's understanding that the transactions for which the Staff has expressed interest are:

1.a July 31, 2011 PPM, Transaction No. 6 -- WMMA invested a portion of itsa contract rights in the IMC Database Contract into WUSA ($1.25 Million).a

2.a July 31, 2011 PPM, Transaction No. 8 - WMMA and AGCDS (which latera became WDI) entered into a sales and distribution agreement pursuant to whicha AGCDS agreed to pay WMMA 50 percent of its net sales revenues for producta sales and WMMA agreed to provide product to AGCDS at a 50 percent discount.a The contract also contained stock exchange rights in the event that WMMAa became publicly traded. The WMMA Board of Directors and MKMA were saida to have valued the contract at $20 million and approved its inclusion on botha entities' balance sheets.a

3.a July 31, 2011 PPM, Transaction NO. 4 - WHLD and AGCDS entered into ana exchange transaction. WHLD formed seven new companies and capitalized thema with $1 million of WMMA shares. AGCDS also formed seven new companiesa and capitalized six of them with $1 million of AGCDS stock. The parenta companies then swapped their new subsidiaries (with AGCDS's being given toa WMMA). AGCDS also issued $500,000 worth of preferred stock to WMMA,a which then invested that stock into WUSA. The Boards of Directors approveda the recording of these transactions on WHLD and WMMA's balance sheets.a

This last transaction in particular allowed WMMA to use the WDI preferred shares for joint venture agreements. The purpose of this transaction was to create subsidiaries to hold preferred securities for use in transactions with promoters, who it was envisioned would obtain a portion of such stock in exchange for a joint venture contract and joint venture capitalization. Mr. Daspin had experienced past success in transacting in company preferred stock. Mr. Daspin had used preferred stock in other companies in the past to barter for assets or shares of target companies, and hoped to use the companies imbued with preferred shares here to negotiate with international promoters.

It is the Staff's position that the foregoing inter-company transactions had no business purpose whatsoever and were undertaken, at the direction of Mr. Daspin, fraudulently for the purpose of generating paper assets that would artificially inflate the WMMA Entity balance sheets. According to the Staff, this artificial inflation was part and parcel of Mr. Daspin's purported scheme to defraud investors so that they would be tricked into investing in the WMMA Entities upon the belief that such companies had substantial assets and worth.

Of course, the buzz word of this allegation -- "disclosing" -- *itself* undermines any fraud claim. Indeed, the Staff has not suggested that the disclosure of the related party transactions was not fulsome, or that the disclosure was inaccurate in some way. Nor has the Staff suggest that the related party transactions were not "real," or that they were in some way "fabricated." The Staff contends only that a scheme to defraud *must* have existed merely because it intuits no other purpose to carrying out and disclosing the related party transactions but to mislead.

The Staff ignores that, with Mr. Daspin's knowledge, the very PPMs disclosing such transactions were drafted by an individual holding securities licenses (i.e., Nwogugu) and were released to the SEC, state governments, legal counsel, a renowned accounting firm, and the

holders of investor-operators' 401K and IRA plans. Surely, such disclosures would never have occurred if Mr. Daspin were seeking to perpetrate a fraud.

Applicable Law

As stated, to violate Section 10(b) and Rule 10b–5, a party must have "(1) made a material misrepresentation or a material omission as to which he had a duty to speak, or used a fraudulent device or scheme; (2) with scienter; (3) in connection with the purchase or sale of securities." SEC v. Monarch Funding Corp., 192 F.3d 295, 308 (2d Cir. 1999). Scienter is a fact-intensive requirement often difficult of demonstration in securities fraud cases.

Discussion

The evidence will demonstrate that each of the related party transactions served a recognized business purpose, whether it be linking sister corporations by contract to structure the business of each in a mutually and financially beneficial manner; arbitraging risk across investment in multiple corporations, any one of which could go public before the others; or developing tools for trade to negotiate with JV partners. But even more significantly, because the details of the related party transactions were fully and accurately disclosed in the PPMs, there cannot be any finding of an intent to mislead or defraud.

Indeed, in all of the cases our research uncovered alleging fraud in related party transactions, parties alleged wrongdoing because defendants allegedly ***concealed*** their material transactions with related parties. See, e.g., Brown v. China Integrated Energy, 2012 WL 2866462, at *15 (C.D. Cal. July 12, 2012) (allegation that CEO's son benefitted by acquisition not disclosed as related party transaction sufficient to plead falsity); In The Matter Of Audre Recognition Sys., Inc., Beverly E. Johnston, & Nick R. Avila, Respondents, 1998 WL 635065, at *5 (SEC Release No. 40446) (CEO's $908,000 loan was a material related-party transaction thato

should have been reported); Cheung v. Keyuan Petrochemicals, Inc., 11-cv-9495 (C.D. Cal. Oct. 29, 2012) (failure to disclose related party transactions constitutes a material omission under §10, especially when the amounts involved are as large as they are in this case."); Zagami v. Natural Health Trends Corp., 540 F. Supp. 2d 705, 711-712 (N.D. Tex. 2008) (material related party transactions must be disclosed because "[d]isclosure is thus essential to enable investors to evaluate correctly the information they see on the balance sheet"); Henning v. Orient Paper, Inc., 2011 WL 2909322, at *6 (C.D. Cal. July 20, 2011) (scienter adequately alleged against PRC defendants for failing to disclose related party transaction).[15]

In this case, in stark contrast, the WMMA Entities fully and accurately ***disclosed*** the purchases WMMA made from, and the sales it made to, its related parties. The disclosures provided full information upon which a reasonable investor could have evaluated these transactions. Accordingly, the fraud theory upon which the Staff appears to be relying is wholly implausible. See In re Merrill Lynch Auction Rate Sec. Litig., 704 F. Supp. 2d 378, 390 (S.D.N.Y. 2010) ("The market is not misled when a transaction's terms are fully disclosed"); In re MRU Holdings Sec. Litig., 769 F. Supp. 2d 500, 514 (S.D.N.Y. 2011) (same).

VII. The Staff's Key Witnesses Are Unreliable, and Have Repeatedly Lied in Other Proceedings

Finally, it cannot go without saying that the key witnesses driving the investigation against Mr. Daspin and the WMMA Entities are a group of disgruntled former investor-operators

[15] Even assuming, *arguendo*, that WMMA's PPMs failed to fully reveal the "precise terms" of any "eventual [related-party] transaction," such a situation would *still* not give rise to a sustainable claim under Section 10(b) since it is undisputed that the RPTs were disclosed as an initial matter to investors who all had significant business and financial experience prior to becoming involved with the company. *See Dujardin v. Liberty Media Corp.*, 359 F. Supp. 2d 337, 350 (S.D.N.Y. 2005) (rejecting "sophisticated" seller's securities fraud claim where, although the "*precise terms*" of the related party transactions were not disclosed prior to a merger, the claim was "premised on facts that were adequately disclosed in the premerger public filings" which served to put the "seller on inquiry notice before he signed the merger agreements that a [related party] transaction in which buyer's shares were to be transferred at below market value was in the process of being negotiated).

who on audio tape expressed their unified animus against Mr. Daspin.[16] If this matter proceeds, evidence will demonstrate that these individuals routinely made material misstatements in order to advance personal agendas. These "witnesses" lack creditability and will do nothing to further the Commission's perceived claims. Rather, because they are susceptible to devastating cross-examination, their participation will be lethal to any SEC action. Because these witnesses are unreliable, the SEC should not move forward with any charges based on their representations.

The cash investors -- who invested on the order of $2.5 million -- purportedly lied to the WMMA Entities in order to gain entrance into the WMMA investment opportunity.[17] With the exception of Dr. Main, a founding investor, each of these individuals executed subscription agreements and warranted in writing that they qualified as accredited investors either by personal wealth or recent income metrics, and therefore could invest without impacting the offerings' Regulation D status. (See, e.g. LA0004513 [Subscription Agreement] at pp. 11, 14; (LA0005610 [Subscription Agreement] at pp. 9, 12-13). The Staff now takes the position that such representations, at least in part, were false. Presumably these individuals believed that joining the WMMA family by providing false information served their interests at the time.[18e]

The evidence will demonstrate that this certainly was not the only time these individuals were untruthful. Investor-operator Teresa Puccio was specifically known to point fingers at

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[16] Indeed, in a taped shareholder meeting, Ms. Puccio sought to instigate false allegations against Mr. Daspin:

> Ms. Puccio: "But anyway, I think, um, if you guys wanted to do anything that's smart for yourself, it would be to get something in documentation to suggest that the board has not acted in behalf, umm, responsibly, has not, uh handled its fiduciary responsibility . . . and that Ed controls every activity of this company, large and small . . .".

[17] The cash investors in the WMMA Entities were: (1) Doug Main; (2) Teresa Puccio; (3) Thomas Sullivan; (4) Arao Bederjikian; (5) Gregg Lange; (6) Daren Heisterkamp; and (7) Donald Lockett.

[18] The investor-operators invested in the WMMA Entities with full, detailed PPM disclosures, notwithstandingo repeated bespeaks caution warnings, and with their eyes wide open. As we have only now learned from the Staff, it was the WMMA Entities that may have been duped by these individuals and not the other way around.

others at any time she believed her work was unsatisfactory or her investment in jeopardy. Ms. Puccio, when it served her interests at the time of her resignation, accused the WMMA Entities of being a Ponzi scheme of which she was purportedly aware since December 2011. Ms. Puccio made these accusations in hopes of recovering money that claimed she was owed to her. (LA 0005280-86). However, Ms. Puccio's allegations ring hollow given that in April 2012 (five months after December 2011), she chose to invest another $100,000 in the WMMA Entities (LA 0000663-64) and, between December 2011 and the time of her subsequent $100,000 investment, she aided in the recruitment of additional WMMA staff, some of whom invested in the WMMA Entities as well. (See LA 0004619, N.J. Bankr. Dkt. No. 70 at ¶ 12, attached as Ex. E hereto).

Indeed, the owner-operators have also provided false information to a federal tribunal. In a bankruptcy proceeding involving the WMMA Entities pending in federal Bankruptcy Court for the District of New Jersey, many of the foregoing investor-operators, as well as McFarlane, submitted false declarations to the court. By way of example:

1. Compare Sullivan, Bederjikian and Main Declarations at ¶¶ 5, 6 and 12, respectively, complaining that Mr. Daspin controlled the WMMA Entities and dictated the content for all of the PPM's issued by them (N.J. Bankr. Dkt. Nos. 59-61, attached as Exs. C, D and F) with Michael Nwogugu's written admission that it was Mr. Nwogugu who had the expertise and knowledge, who drafted all PPMs, and whose work product constituted up to 75 percent of their final content.

2.s Compare Sullivan, Bederjikian and Main Declarations at ¶¶ 5, 6 and 12, respectively,s complaining that Mr. Daspin controlled the WMMA Entities and dictated the contents for all of the PPM's issued by them (N.J. Bankr. Dkt. Nos. 60 and 61) with Teresas Puccio's written report that Mr. Nwogugu was the one to provide draft PPMs to thes financial team (i.e., Messrs. Sullivan and Bederjikian), who believed that the PPMss were erroneous and therefore took it upon themselves to clean up and correct alls perceived mistakes. (LA 0005536-40). Indeed, in that same correspondence, Ms.s Puccio explained that Messrs. Sullivan and Bederjikian took steps to lock Mr. Daspins out of simple contract negotiations on behalf of the WMMA Entities. (Id.).

3.s Compare Bederjikian Declaration at ¶ 8, complaining that Mr. Daspin denied thes investors access to the WMMA Entities' bank accounts (N.J. Bankr. Dkt. No. 61)s with the corporate resolution singed by Dr. Main (who at the time was the presidents

and secretary of WMMA) authorizing cash investors as Authorized Representatives of corporate accounts (LA 0000165-83).

4.e Compare Main Declaration at ¶¶ 6-7, complaining that Mr. Daspin told Dr. Main thate others, including Larry Lux, had invested in the WMMA Entities, with Larry Lux'se employment agreement (signed by Dr. Main) which made clear that Mr. Lux was note a cash investor in any of the WMMA Entities (LA 0004967-72).e

5.e Compare Sullivan and Bederjikian Declarations at ¶¶ 10 and 11, respectively (N.J.e Bankr. Dkt. Nos. 60-61), complaining that Mr. Daspin "demanded" that Sullivan note issue a 1099 to Mr. May, Mr. Daspin, Mrs. Daspin, CBI or MKMA with the audio-taped June 19, 2012 Shareholder Meeting where Mr. Sullivan stated that it was hise understanding from speaking to "top CPA guys" that no such issuance was required.e Note, both Messrs. Sullivan and Bederjikian omitted to disclose complete informatione to the Bankruptcy Court to create the false impression that Mr. Daspin took action ine violation of the law, when they knew that was not the case.e

6.e Compare Sullivan and Bederjikian Declarations at ¶¶ 9 and 10, respectively (N.J.e Bankr. Dkts. 60-61), as well as the numerous representations by McFarlane that hee was never president of WMMA, with repeated instances of McFarlane accepting (ande marketing himself) in that role. (See, e.g. LA 0013103 (email congratulatinge McFarlane on the appointment to which Mr. McFarlane never replies to denounce itse accuracy); http://www.zoominfo.com/s/#!search/profile/person?personId=128209e 3055&targeted=profile (online profile of McFarlane's employment history ase president of WMMA); http://www.mmaweekly.com/wmmas-inaugural-charitable-event-features-several-ufc-vets (McFarlane's nationally broadcast statement, latere memorialized in writing, that he was president of WMMA).e

It would not be challenging to fill pages of this Wells Submission with examples of false statements by the investor-operators, McFarlane, and others. The Commission should not choose to rely on these individuals, who will be susceptible to debilitating cross-examination, to advance its case. Because the Staff's investigation is, in large part, driven by the false allegations of these unreliable individuals, an action against Mr. Daspin should not proceed.

VIII. Conclusion

Based on the foregoing, we submit that no action should be commenced against Mr. Daspin. Mr. Daspin suffers from significant medical problems that will preclude him from testifying at a deposition or at trial. If the Commission were to proceed with this matter, it will place Mr. Daspin's life in serious jeopardy. This is not simply conjecture, but is based on the

medical crisis suffered by Mr. Daspin when the Staff took his testimony. The Commission should exercise its discretion and not proceed against Mr. Daspin.

Moreover, the substantive allegations identified by the Staff will fail. The facts and law do not support the Staff's theory that Mr. Daspin acted as an unregistered broker or received hidden commissions. Instead, the facts make clear that Mr. Daspin was entitled to headhunting fees whenever new staff came on board, with payment made at the time investor-operators joined the WMMA Entities for no other reason than that the company had funds on hand to make payment. Notably, undercutting the Staff's theory, when investor-operators made subsequent investments, Mr. Daspin earned no fee because he was paid for recruiting, not investments.

Similarly, the Staff's theory that Mr. Daspin engaged in securities fraud will also fail. The investigative record provides no support for the claim that Mr. Daspin engaged in securities fraud by valuing the IMC Database Contract at $82 million. Rather, the value of the IMC Database Contract was openly discussed and debated among the WMMA operators and finance team, and Mr. Daspin's valuation method and value were ultimately accepted by the entire team and board of directors. There was no intent to defraud.

By the same token, the related party transactions were all fully and accurately disclosed in the PPMs, and approved by the finance team and the board of directors. The transactions were carried out to permit the overall growth of the WMMA Entities. The transactions were fully and accurately disclosed in the PPMs. In these circumstances, there is no basis to argue that the related party transactions were fraudulent.

Accordingly, for the reasons set forth above, the Commission should reject the Staff's

recommendation and not bring any enforcement action against Mr. Daspin.

Respectfully submitted,

HERRICK, FEINSTEIN LLP

By: Steven D. Feldman
Kathleen H. Robinson
Jessica Natbony

2 Park Avenue
New York, New York 10016
(212) 592-1400

Attorneys for Edward Michael Daspin

Exhibit B

MICHAEL SHAPANKA, ESQ.
150 West End Ave.
Somerville, N.J. 08876
Telephone: (908)218-7928o
Facsimile: (908) 218-0832
mshapanka@optonline.net
Counsel for Properties Development Group, Inc.

THOMAS J. NOLAN, ESQ. (48413)
NOLAN, ARMSTRONG & BARTON, LLP
600 University Ave.
Palo Alto, CA. 94301
Telephone: (650) 326-2980
Facsimile: (650) 326-9704
Counsel for Properties Development Group, Inc.,
tnolan@nablaw.com
California counsel for Properties Development Group, Inc.

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

In re: ZX AUTOMOBILE COMPANY OF NORTHo AMERICA, INC. ☐ ZX AUTOMOBILE COMPANY OF NORTH AMERICA, INC. ☐ CHINA AMERICA COOPERATIVEo AUTOMOTIVE, INC.o ☒ Both Debtors Debtors.	Case No. 8:08-13065-TA (Jointly Administered with Case No. 8:08-13876-TA) Chapter 11 Proceedings **ORDER GRANTING DASPIN DEFENDANTS' REQUESTS FOR RELIEF COLLATERAL TO TRUSTEE MOTION FOR APPROVAL OF SETTLEMENT** **DATE:** November 30, 2011 **TIME:** 10:00 AM **PLACE:** Courtroom 5B 411 West Fourth Street Santa Ana, California 92701

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On November 30, 2011 at approximately 10:00 a.m., a hearing was held on the Motion filed by J. Michael Issa, the Chapter 11 Trustee (Trustee) for the bankruptcy estates of China America Cooperative Automotive, Inc., (Chamco), and ZX Automobile Company of North America, Inc., (ZXNA), (collectively the "Debtors"), seeking approval of a Settlement Agreement between the Trustee and Edward Michael Daspin ("Daspin"), Joan Daspin, Bradford P. Shaffer, Michelle Shaffer, The 1st Capital Corporation, Capital Corporation of America, Daspin & Co., Inc., and Properties Development Group, Inc. (collectively, the "Daspin Defendants"), and said motion including requests for specific enumerated collateral relief requested by the Daspin Defendants in addition to the relief requested by the Trustee as follows:

1.a A finding by the Bankruptcy Court that ~~the Daspin Defendants~~ are innocent of and not liable for the allegations asserted in the following actions: Thomason Auto Group, LLC v. China America Cooperative Automotive, Inc., et. al., Mario R. Ferla, et. al. v. William L. Pollack, et. al. and J. Michael Issa, Chapter 11 Trustee of China America Cooperative Automotive, Inc. and ZX Automobile Company of North America, Inc. v. Edward Michael Daspin, et. al.

2.a An Order that as if and when the Daspin Defendants who are shareholders and/or their successors and/or assigns prosecute to collection any Chamco direct and/or derivative shareholder claims and/or claims assigned by the Debtors pursuant to the Settlement Agreement 20% of the net recovery, meaning net of attorney fees, expert fees, filing fees, transcripts and all other costs of the litigation of any kind, shall be paid to the Trustee for distribution to the Debtors' creditors in accord with Bankruptcy Code priorities and rules up to the valid amounts of the creditors' claims subject to the following conditions:

a.a No portion of the distribution from the 20% net recovery shall be paid to:

i.a any creditor who is determined by any Court of competent jurisdiction to have engaged in illegal conduct, (meaning tortious, statutorily illegal and/or breach of contract), to the detriment of either of the Debtors and/or any of their affiliates, or

ii. any creditor who has refused to voluntarily cooperate with the Daspin Defendant Shareholders and/or their successors and/or assigns who are prosecuting direct and/or derivative and/or assigned claims in the prosecution of the aforementioned direct, derivative and/or assigned claims(s).

3.o All persons and entities who have submitted to the Bankruptcy Court's jurisdiction ando all creditors who have filed proofs of claim(s) shall cooperate with the Daspin Defendants and/or their successors and/or assigns who are prosecuting direct and/or derivative and/or assigned claims of the Debtor(s) in the prosecution. Said cooperation shall include responding to phone calls and certified mail return receipt requested inquires for information and/or documents and accepting service of subpoena(s) by certified mail return receipt requested.

4.o In the event any persons and/or entities who have submitted to this Court's jurisdictiono and/or any creditor(s) who have filed a proof(s) of claim(s) are subpoenaed to testify in such action(s) such persons and/or entities shall be paid the statutory witness fees applicable, if any, by Edward Michael Daspin and/or the Daspin Defendant Shareholders and/or their successors and/or assigns who are prosecuting the aforementioned direct and/or derivative and/or assigned claims of the Debtor(s).

5. As if and when the 20% of the net recovery is paid to the Trustee Edward Michaelo Daspin or any of the Daspin Defendants and/or our successors and/or assigns who prosecuted the direct and/or derivative shareholder claim(s) and/or claim(s) assigned by the Debtor(s) to obtain the 20% net recovery shall have the right to file an objection to the distribution of any portion of the proceeds to any particular creditor or creditors on the grounds that said creditor(s) either (1) engaged i illegal conduct, (meaning tortious, statutorily illegal and/or breach of contract), to the detriment of either of the Debtors and/or any of their affiliates or (2) refused to voluntarily cooperate in the prosecution of the aforementioned direct, derivative and/or assigned claims(s).

Richard H. Golubow, Esq. appeared on behalf of J. Michael Issa, Chapter 11 Trustee ("Trustee") for the debtors bankruptcy estates. Michael Shapanka, Esq. on behalf of the Daspin Defendants other than Edward Michael Daspin submitted on the Court's tentative ruling and Edward

Michael Daspin, pro-se also submitted on the Court's tentative ruling. Such other counsel and pro-se parties appeared as shown on the record of the hearing.

The Court having read and considered the Motion, the papers submitted in support thereof and any opposition thereto; and having considered the argument of counsel and any pro-se parties participating on the record and having determined that the Court has jurisdiction to address the issues raised in the collateral relief requested by the Daspin Defendants and that granting the collateral relief is just, fair and equitable and in the best interests of the Debtors, their estates and the Debtors' creditors and good and sufficient cause appearing, it is hereby

ORDERED that:

1.a The Court finds that the Daspin Defendants are innocent of and not liable for thea allegations asserted in the following actions: Thomason Auto Group, LLC v. China America Cooperative Automotive, Inc., et. al., Mario R. Ferla, et. al. v. William L. Pollack, et. al, and J. Michael Issa, Chapter 11 Trustee of China America Cooperative Automotive, Inc. and ZX Automobile Company of North America, Inc. v. Edward Michael Daspin, et. al.

2. As if and when the Daspin Defendants who are shareholders and/or their successorsa and/or assigns prosecute to collection any Chamco direct and/or derivative shareholder claims and/or claims assigned by the Debtors pursuant to the Settlement Agreement 20% of the net recovery, meaning net of attorney fees, expert fees, filing fees, transcripts and all other costs of the litigation of any kind, shall be paid to the Trustee for distribution to the Debtors' creditors in accord with Bankruptcy Code priorities and rules up to the valid amounts of the creditors' claims subject to the following conditions:

a. No portion of the distribution from the 20% net recovery shall be paid to:a

i.a any creditor who is determined by any Court of competenta jurisdiction to have engaged in illegal conduct, (meaning tortious, statutorily illegal and/or breach of contract), to the detriment of either of the Debtors and/or any of their affiliates, or

ii. any creditor who has refused to voluntarily cooperate with the Daspin Defendant shareholders and/or their successors and/or assigns who are prosecuting direct and/or derivative and/or assigned claims in the prosecution of the aforementioned direct, derivative and/or assigned claims(s).

3.e All persons and entities who have submitted to the Bankruptcy Court's jurisdiction ande all creditors who have filed proofs of claim(s) shall cooperate with the Daspin Defendant shareholders and/or their successors and/or assigns who are prosecuting direct and/or derivative and/or assigned claims of the Debtor(s) in the prosecution. Said cooperation shall include responding to phone calls and certified mail return receipt requested inquires for information and/or documents and accepting service of subpoena(s) by certified mail return receipt requested.

4.e In the event any persons and/or entities who have submitted to this Court's jurisdictione and/or any creditor(s) who have filed a proof(s) of claim(s) are subpoenaed to testify in such action(s) such persons and/or entities shall be paid the statutory witness fees applicable, if any, by Edward Michael Daspin and/or the Daspin Defendant shareholders and/or their successors and/or assigns who are prosecuting the aforementioned direct and/or derivative and/or assigned claims of the Debtor(s).

5. As if and when the 20% of the net recovery is paid to the Trustee Edward Michaele Daspin or any of the Daspin Defendants and/or our successors and/or assigns who prosecuted the direct and/or derivative shareholder claim(s) and/or claim(s) assigned by the Debtor(s) to obtain the 20% net recovery shall have the right to file an objection to the distribution of any portion of the proceeds to any particular creditor or creditors on the grounds that said creditor(s) either (1) engaged ir illegal conduct, (meaning tortious, statutorily illegal and/or breach of contract), to the detriment of

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either of the Debtors and/or any of their affiliates or (2) refused to voluntarily cooperate in the prosecution of the aforementioned direct, derivative and/or assigned claims(s).

6. No further notice or Court appearance shall be necessary to effectuate the foregoing.

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DATED: December 29, 2011

Theodor C. Albert
United States Bankruptcy Judge

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: Nolan,a Armstrong & Barton, LLP; 600 University Avenue, Palo Alto, CA 94301.

A true and correct copy of the foregoing document described as: **ORDER GRANTING DASPIN DEFENDANTS'a REQUESTS FOR RELIEF COLLATERAL TO TRUSTEE MOTION FOR APPROVAL OF SETTLEMENT** willa be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in thea manner indicated below:

I.a**TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") –** Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF anda hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmissiona at the email address(es) indicated below:

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served): On _____, 2011, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on December 1, 2011, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

- Nancy S Goldenberg nancy.goldenberg@usdoj.gova
- Richard H. Golubow RGolubow@winthropcouchot.coma

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 1, 2011	Ji-Yon Yi	*/s/ Ji-Yon Yi*
Date	*Type Name*	*Signature*

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*): **ORDER GRANTING DASPIN DEFENDANTS'c REQUESTS FOR RELIEF COLLATERAL TO TRUSTEE MOTION FOR APPROVAL OF SETTLEMENT** was entered on the date indicated as Entered on the first page of this judgment or order and will be served in the mannerc indicated below:

I.c**SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)** Pursuant to controlling Generalc Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of December 21, 2011, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

- Frank Cadigan frank.cadigan@usdoj.govc
- John P Di Iorio jdiiorio@shapiro-croland.comc
- Heather M Durian durianh@michigan.govc
- Helen R Frazer hfrazer@aalrr.comc
- Alan J Friedman afriedman@irell.comc
- Jeffrey I Golden jgolden@wgllp.comc
- Nancy S Goldenberg nancy.goldenberg@usdoj.govc
- Richard H Golubowc rgolubow@winthropcouchot.com, pj@winthropcouchot.com;vcorbin@winthropcouchot.comc
- J. Michael Issa (TR)c
- Peter W Lianides plianides@winthropcouchot.com, pj@winthropcouchot.com;vcorbin@winthropcouchot.comc
- Kerri A Lyman klyman@irell.comc
- Hutchison B Meltzer hmeltzer@wgllp.comc
- Jonathan A Michaels jmichaels@michaelslawgroup.comc
- Thomas J Nolan tnolan@nablaw.comc
- Robert E Opera ropera@winthropcouchot.com, pj@winthropcouchot.com;gcrumpacker@winthropcouchot.comc
- R G Pagter gibson@pagterandmiller.com, pandm@pagterandmiller.com;pagterandmiller@yahoo.comc
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.govc
- Marc J Winthrop mwinthrop@winthropcouchot.com, pj@winthropcouchot.com;vcorbin@winthropcouchot.com

II. **SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or order wasc sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es)c indicated below:

Debtor

ZX Automobile Company of North America Inc
3125 E Coronado St
Anaheim, CA 92608c

III. **TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an Entered stamp, the party lodging the judgment or order will serve a complete copy bearing an Entered stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below.

Exhibit A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

EDWARD MICHAEL DASPIN
[redacted]
BOONTON, NJ [redacted]
4/14/2014

In re:

WORLDWIDE MIXED MARTIAL ARTS SPORTS, Inc.

Chapter 11
INVOLUNTARY PETITION

Case No. 13-35006-RG

DECLARATION OF E. MICHAEL DASPIN, INDIVIDUALLY, AND AS VICE PRESIDENT OF WMMA IN CONTRAVENTION OF THE STATEMENTS MADE BY WILLIAM MCFARLANE IN HIS DECLARATION OF MARCH 26TH, 2014 OF HIS OBJECTION TO DISMISSAL AND AS A SUPPLEMENTAL DECLARATION INe SUPPORT OF THE DISMISSAL OF THE INVOLUNTARY PETITION.

I, Edward Michael Daspin declare, to the best of my ability, and under the influence of narcotics used for my spinal stenosis conditions:

1)e I am the owner of CBI (Consultants for Business and Industry (CBI). I am 76 years old ande [redacted] I am a creditor of the DEBTOR.

2)e I am an expert business and business asset appraiser, having 45 years experience and duringe that period I estimate that I have appraised approximately 10,000+ business transactionse including a broad range of start-up businesses. I, through my merchant banking corporationse formed to joint venture with entrepreneurs (JVOPs), have participated in the acquisitions ofe approximately 300 corporations which also include start-ups. In this capacity and over the 45e years that I have practiced my business experiences I have participated in approximately 50e litigations. During those litigations I also have been declared by federal bankruptcy judges ande federal district court judges as an expert business appraiser.e

3) I also pled guilty to a felony in 1977 for conspiring to conceal the assets of a debtor, that I dide not own and which double charged one of my corporations for leasing 200 trucks, for a 6 monthe eperiod and when it was discovered that there were only 100 trucks leased and my partners ine that deal instructed the drivers to conceal those assets until our corporation elimninated thee overcharges and replaced those vehicles. I did not personally gain 1 penny and we saved thee jobs, during the Christmas holiday season, of 100 drivers and their families' income. I spent 6e months in federal prison for that offense over 40 years ago.e

4)e I assisted Larry May with his April 14, 2014 declaration to this court wherein he, and I herewithe join in to contravene, using facts, each and every allegation that William McFarlane made in hise falsely fabricated, using hearsay, declaration of 3/26/14.e

5)e In Mr. McFarlane's declaration of 3/26/14, he falsely infers his knowledge of events that hee alleges took place in WMMA, long before he and/or Novuss were associated with WMMA, ande before they executed the service contract. See his 3/26/14 Declaration Page2 Para 6 where hee

states he signed the contract on Oct 7, 2011. WMMA had been in business from April 2010, and all events he declares to prior to that date, he has no first- hand knowledge about.

For that matter, McFarlane did not spend more than about 6 full days at WMMA's' New Jersey headquarters until he and Novuss were terminated in June 10th 2012. In that regard he only spent about 6 hours with me during the few months he was active with WMMA's business operations and he ran the business as WMMA's President from February 2012 until June2012. During that 5 month period, McFarlane was responsible for and did call the shots except for cash management control for all operating decisions of WMMA and he was directly responsible for its business losses of the shareholders' $1,250,000 equity loss. He falsely alleges, in his Declaration: PG 2, Para 6 that:

"...at no time was the agreement (the Novuss contract /WMMA) Modified...'

The agreement was modified by oral agreement on Feb 14, 2012, when McFarlane and his cohort Barry Jarrell, asked for McFarlane to be appointed President; to put Novuss on hold during that period. WMMA's Board agreed that since McFarlane alleged that he was an expert in Mixed Martial Arts and lobbied for and with Barry Jarrell, to produce and direct the WMMA 3/31/12 Wounded Warrior event, in El Paso Texas, that WMMA would give McFarlane the job as McFarlane said he wanted the credit of having that title as WMMA's President, as he was about to have a TV interview he felt that any other title was beneath a person of his alleged character and experience.

6)o Doug Main, WMMAS' President until that time of Feb. 14, 2012, resigned and became Viceo Chairman of the WMMA Board. Main ,at the time he became Vice Chair informed and directedo all of WMMAs' Employees to report to McFarlane (except for Mr. Lux, WMMA'S CEO, Main ando Agostini,) who held senior administrative positions. (The WMMA Balance sheet that McFarlaneo refers to which was dated as of 4/30/12 was McFarlane's and Sullivan's work product and noo WMMA investors joined WMMA for about 45 days prior to 4/30/2012 lo

7)o As to McFarlane's Declaration: Page 3 Para 7 Novuss was not requested to produce and/ oro direct the 3/31/12 event. That was McFarlane's request to personally perform the obligationso as WMMA s' President and Novuss became a non-sequtor at that time. Novuss was fully paido for all services to that date and was not owed any money in connection with running WMMA oro providing WMMA with any services from that date on.o

8)oAgain McFarlane misstates the facts. The production he created was an economic disaster ando should not have been promoted. Prior to its[the 3/31/12 event] production, both McFarlane ando Jarrell promoted WMMA's senior management team with promises that the Wounded Warrioro Organization would sponsor the WMMA Charitable event (a good cause), and for the first timeo in the sports history in the U.S., both Jarrell and McFarlane stated, that WMMA would have ao single elimination event (one where 8 heavyweights would fight each other for WMMA's U.S.o charitable 2012 championship on public TV with the pay/ per/ view income, to be generated byo In Demand and the powerful Direct TV, that had most[15,000] of the U.S sports bars signed upo to watch and pay /per view for watching all sports events. They (McFarlane and his WMMAo controlled financial team (Sullivan, Puccio, Bederjikian) projected that WMMA would generateo about $1,150,000 sales and earn about $450,000 pre-tax.o

None of the rest of WMMA executives knew the business and we all relied on their pitch. All Parties knew from their preparing the WMMA PPMs ,and See Exhibit A,The Dec 8,2011 PPM that WMMA had about 1 year's overhead costs in the bank and that any budget of $1,000,000.00 could break the WMMA business plan and the company, if the project did not at least break even!.

Both Jarrell and McFarlane informed that their prior experience for over ten years in promotion and MMA directed events demonstrated that they always succeed in signing up advertising sponsor come from the live gate sales and pay/per /view.

After WMMA, in reliance on their sales pitch, agreed to move forward and after contract commitments were made, the McFarlane team, Jarrell and McFarlane, informed WMMA that the State of Texas Boxing Commission would not permit a single elimination event and that the event could only be, not for a one weight class champion, but six different weight classes and with no differentiation between WMMA and than the five hundred U.S events/year around the country currently being held by competitors!. Instead of boring the court , suffice it to say that all the McFarlane and Jarrell inducements and representations made to the WMMA officers and director (those not aligned with his NEWCO enterprises) about their performances were either false and/or overstated 10 times . The actual revenue of the event was $120,000.00 and the loss was $1,250,000.00 (allocating 3 months of SG &A).

SEE The Dec 8th 2011 PPM,Exhibit A, clearly demonstrates that WMMA will go down if it takes a promotional risk and if it loses $1,000,000.00.SEE Exhibit A Page 11 Para 1

"...WMMA's costs are ..."$1,500,000.00 per year..."

Here McFarlane lost all the WMMA tangible net worth in 1 event! The reason he alleges he volunteered to buy WMMA was because of the losses too WMMA that he caused to lose. In retrospect, it becomes clear that the 3 Arizona concealed partners, McFarlane, Craig (the man who Jarrell let tie up all WUSAS' U.S. Regions for WUSA], and Jarrell, the man who was COO of WMMA, and who boasted he had had" 74 professional MMA events" in a single year. See Exhibit A, the Dec 8th 2011 PPM Page 58 Para 2 clearly states with reference to Jarrell's accomplishments:

"...he promoted over 74 events and filled stadiums of 13, 000 fans."

9)s Mr. McFarlane is misleading the court in his 3/26/14 declaration when he says he coulds competently testify in the matters set forth in his declaration as he only has 6 hours of contacts at the most with me[during those meetings 2 meetings took up about 4 hours when Mrs Agostini was present and the other 2 hours were about 4 conference room meetings were alls WMMA officers made presentations regarding their fields of expertise; and the other WMMAs executives as Lux, Main, Agostini, Nwogugu, Young, Burnham, and June Lee, WMMA's SR VPs IT were present.s

10)sOnce again McFarlane makes a general statement regarding WMMA's PPM disclosures that iss completely not true.s

The WMMA PPMs do a very good job making disclosures and bespeak caution very succinctly.s McFarlane did not read all WMMA/WDI PPMs. Most were created before he, McFarlane joineds

WMMA; and the only PPMs that he could opine on were WMMA PPMs that were created during his stewardship ; which he and Sullivan orchestrated, to make those PPMs appear that the work product was mine. ALL WMMA staff knew that Mike Nwogugu was the primary author, with Doug Main's review; it's in their respective contracts with WMMA; and with input from 5-8 other WMMA execs and with the assistance of CBI and MKMA at times. I was out of the country for most of the 1st 4 months of 2012'. After Jan/ 2012 Sullivan became the prime drafter with McFarlane's direction and instructions. The Main, Nwogugu, and Sullivan's employment agreements demonstrate whose responsibilities it was to provide and the Mike Nwogugu's e-mail sent to this court in my prior certification shows that Mike Nwogugu acknowledges this fact; ie that he was **the drafter of all WMMA PPMs.** MIKE Nwogugu claimed to the insurer that he had written 70-80% of the contracts, PPMs, Promoter contracts, IMC contract and asked for $700,000.00 in damages. The trustee should ask the insurer for the claims that the JVOPs made as they accused many people trying to build a case of fraud. After all they could lose is some money but they could also put people in jail if the stories were true. Thank god they are not. Until 2013 I did not know how to use a computer. I took a class at a trade school in early 2013. In this regard, I will briefly comment on <u>McFarlane's Declaration, Para 10 Pg 3 of his 3/26/14 declaration:</u>

a)a It is **untrue that I controlled the debtor from the outset!** The company was formed in mya home basement, but shortly thereafter and by Jan 2011, WMMA had an active Board ofa three and they served as the top WMMA executives, i.e. and its President (Main), CEO (Lux),a Chairman (Agostini) In addition WMMA had about 7 SR VPs (Burnham), Senior VP IT (Lee),a SR VP (Corporate Compliance and PPM producer (Nwogugu), etc. They ran WMMA with thea help of about 8 WMMA VPS.a

I, through CBI, had a full time exclusive service contract to provide WMMA with strategic planning, contract negotiations assistance at financial strategies, responsibility for all HR interviewing, targeting analysis, and referral to the board for their selections and approval[s] of any recommendations which CBI/MKMA made. I worked 10 hours a day, charged for 8 unless abroad, picked up all travel hotel and lodging for all international deal making meetings, including the fact that I paid for the travel etc for at least 2 senior WMMA executives [using my Daspin & co. credit card and I would be reimbursed monthly. All expenses were approved by the board and the 2 financial officers prior to payment being tendered.
CBI received a disclosed hourly rate and H/R fee and also disclosed contract negotiations success fees.CBI and/or MKMA gave WMMA credit by deferring 90% of the fees until WMMA could afford to pay. The extension of credit was a contractual obligation of MKMA'/ CBI, and its assignee MKMA, were WMMA's largest creditor and contributed about $2.7 million of fees for WMMA's working capital requirements. CBI forgave a $1,000,000.00 fee in connection with negotiating the IMC/WMMA contract; which I appraised through MKMA, as having a value, on a comparative value with IMC's competitors, of $83,000,000.00 and a much greater economic value. In addition, and since fee payments were carefully scrutinized, as WMMA staff ,usually had a portion of every fee[for assisting CBI /MKMA would credit a portion of the fees charged, so WMMA could pay its own officers without CBI being involved in direct payments that WMMAs board did not have control of. This way WMMA could bonus to its employees the aid that its people gave to WMMA.

No fees were paid for anyone purchasing WMMA shares; **neither MKMA nor CBI charged for raising funds for WMMA's 506 REG D private placement** and the securities sold were exempt from registration. All employees' (JVOPs) contracts disclosed the CBI/MKMA fees and

the fees were described in ALL WMMA PPMs. The fees were shared. If a WMMA employee assisted in a transaction, by MKMA issuing WMMA a credit, so WMMA could directly pay its employees that assisted MKMA. The service MKMA provided was assisting WMMA's consummation of all 14 regional promoter contracts by creating the contract with assistance from other WMMA Employees : the Regional Promoter agreement[s] [RPA] created enormous value as it gave WMMA the free intellectual property [the MMA event content free! Assuming that WMMAS,5 year scheduled events of 1,000, were telecast as planned, it costs the event content promoter about $50,000.00/event] for a **WMMA savings of $50,000,000.00. This savings reduced WMMA's operating costs by 40% against competitors and with the direct labor as variable, WMMA had a 70% edge against its competitors if the staff remembered not to speculate! (But the impulse to speculate became greater each day that the Novuss media, Blackops web site did not get operational and or completed as per the contract.**

And there was no upfront charge saving WMMA about $$50,000.00 .**This benefit was attributable and due to the strategic marketing and business plans that CBI and MKMA created for WMMA.** All contracts were approved by the Board unanimously and with a majority of disinterested directors. ALL CBI/MKMA Fees were paid in the ordinary course of business and provided value to the debtor, i.e. **because CBI had created an employment contract which mandated that the compensation due under the contract was not a WMMA liability unless 2 contingent events occured.** Since neither of the triggering events occurred it was understood that about $6,000.000.00 of fees and deferred compensation were not WMMAS' obligations **and such understanding is clearly disclosed on Exhibit A Pg 24,Para 2, to enable WMMA/WDI not to have to pay its** employees and its CBI consultants and its law firm and accounting firm until WMMA was making a profit. {these deferrals of fees and compensation were a portion of the benefits' which CBIS' strategic WMMA plan created as cash flow savings for WMMA"} CBI had the same constraints, re deferrals, except for its right to receive 10% of WMMAS'/WDI's incremental equity being allocated to pay down current fees on a monthly basis. **No other company I have read about obtains most of its working capital (75%) from deferring professional and employee deferrals.**

b)o **My felony was informed** to all prospective employees and JVOPs **prior** to any investmento whether sweat equity (75%] or hard cash. The **hard cash investors obtained an edge againsto their sweat equity partners as the cash investor operators took home/month betweeno $6250/mo -$12,500.00, TAX FREE,** while their sweat equity partners took home *no compensation monthly except for exp*ense and lodging reimbursement, etclo

The 6 JVOPS that invested, SULLIVAN, PUCCIO, LANGE, BEDERJIKIAN, LOCKETT,o HEISTERKAMP, did so because **they could afford to take the risk.** They needed to bring casho back home. Those fortunate few [having 401ks'and or IRAS' knew the risks, my felony, ando the fact that my family's limited Partnerships, had paid for the warrants from the 3 majoro WMMAH shareholders}, {Main, Agostini, Lux} to exercise for small amount, but which costo $1,000,000 credit CBI gave WMMAH's fees against the IMC fee., The exercise price was onlyo $300.00,but the real considerations were fee forgiveness by CBI for the 3 shareholders too receive the largest portion that they owned as trustees in WMMAH, and which wereo disclosed in the PPMs **SEE EX A Pg44,WMMA Holdings Share holders.o**

I Have 6 witnesses to the facts above stated re my disclosure of my name[I signed all employment agreements] and the fact that I informed all investors of my felony at the 1st interveiw after each applicant signed WMMAS" NDA. The following individuals will attest to the facts and attest to the disclosures I made as a precondition to anyone becoming involved in WMMA, i.e. Main, Burnham, Young, May, Agostini, and Nwogugu and Lux. One thing Doug main insisted on was informing all investors in my presence about my background to see if they already knew, prior to my meeting with any applicant, by practice, Rich Burnhaum would inform the applicant and when I met would do the same and Main would follow up as well. [SEE EX C the draft RICO complaint for the employment contracts of the 6 JVOPS']

c)n The debtor's financial statements all state that they are compilations and not prepared inn accordance with GAAP and the JOBS' act of 2011, which congress passed giving any start upn the right to raise publically $1,000,000.00/year from non-accredited investors does notn require audited financials nor does the REG 506 REG D rules!. The WMMA group raised lessn than that amount and all investors warranted they were Accredited ,that they weren prepared to risk loss of their entire investment, and as Mr Mays declaration attached hereton states: that the risks section in the PPM SEE Ex A pg 68 para3 states : regarding the loss ofn entire investment states that:n

"...WMMA is a first stage start up and has never made a profit and there is no assurance it will ever make a profit and the investor should not rely on the PPM, but on their own research and their own legal and accounting professionals..."

Remember the JVOPs were PHDs, Harvard MBAs, treasurers of 3 billion dollar hedge funds and utility public co [10,000,000,000.00] sales and AIG! They were super sophisticated and super smart. {accredited investors only.}

d)n See Exhibit A Page 24 Para 2 :n

"... WMMA has not paid salaries to its staff...the resulting intangibles from capitalizing these deferred salaries have not been reflected in WMMA financial forecasts statements in PPMs but has been recorded.."

There was disclosure of all accruals that were not booked with regard to employees deferred compensation .CBI/MKMA informed all the applicants. They were told that any contingent liability[s] that was not to be paid, unless a subsequent change had been made, and were treated as an deferred accrual followed; the principal that; if the accrual was not to be paid except to the extent of 10% of the current equity monthly build-up, there would be no sense to include that contingent obligation just as accrued contingent salaries:

1) it was not due;n
2)it could not be paid unless from 10% of profits or increase in equity from prior month;n and if the contingent were booked, as WMMA was a startup, there would be an corresponding increase in goodwill on the balance sheet and only a footnote as to then contingent liability giving WMMAS' Balance sheet, an inflated asset of good will on then startup's Balance sheet and a soft note regarding that if the contingencies were metn [10% of profits], then there would be an obligation due.n

All applicants knew that was the manner of the non GAAP financial compilations and The accruals were provided on the WMMAs books[on DEC8th to reconcile the amount of

SOLLIVAN

Exhibit C

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(c)

Richard A. Barkasy
Fred W. Hoensch
SCHNADER HARRISON SEGAL & LEWIS LLP
Woodland Falls Corporate Park
220 Lake Drive East, Suite 200
Cherry Hill, NJ 08002-1165
(856)782-5222 Telephone
(856)782-6980 Facsimile
rbarkasy@schnader.com
fhoensch@schnader.com

Kathryn N. Richter, Esq.(admitted *pro hac vice*)
Schnader Harrison Segal & Lewis LLP
650 California St., 19th Floor
San Francisco, CA 94108
krichter@schnader.com
(415)364-6742 (telephone)
(415)364-6765 (facsimile)

Attorneys for Novuss Media, Inc.

In re

WORLDWIDE MIXED MARTIAL ARTS SPORTS, INC.,

Debtor.

Chapter 11
INVOLUNTARY PETITION

Case No. 13-35006-RG

Date: May 21, 2014
Time: 2:00 p.m.
Judge: Hon. Rosemary Gambardella

DECLARATION OF THOMAS R. SULLIVAN IN SUPPORT OF NOVUSS MEDIA, INC.'S OBJECTION TO DISMISSAL OF THE INVOLUNTARY PETITION; OBJECTION TO "DECLARATIONS" OF MAY AND DASPIN FILED IN VIOLATION OF FEDERAL AND LOCAL RULES; CROSS-MOTION TO STRIKE

I, Thomas R. Sullivan declare:

1.s I have personal knowledge of the facts set forth below, except as to those matterss stated on information and belief, which I also believe to be true; and, if called as a witness I could and would competently testify to the matters set forth in this declaration.

2.s I was contacted about WMMA by Ed Daspin and Andrew Young in early June ofs 2011; they told me they had found my resume from a job board where I had posted and that they were interested in talking to me about a role at WMMA. Subsequent meetings with them and Rich Burnham resulted in a job offer, conditioned upon my investing a minimum of $250,000 or up to $500,000 for a senior/C-level position. They provided me with a Private Placement Memorandum ("PPM") dated July 31, 2011, and Daspin told me that he and his team "had all invested and everyone had to have skin in the game to join the company." I later learned that this was not true and that in fact, neither Daspin nor any of his team of cronies (Agostini and May included), ever invested, and that the only dollars that were invested in these entities were by my fellow job recruits/investors (Main, Bederjikian, Puccio, Lange, Lockett, Heisterkamp) and me (hereafter collectively the "Investor Team").

3.s In reliance upon the representations made by Daspin and in the PPM, I investeds $351,000 in the Debtor companies (50% in Worldwide Mixed Martial Arts Sports, Inc. ("WMMA") and 50% in Worldwide Distribution, Inc. ("WDI");

4.s I wired $351,000 to the company on 9/27/2011 and signed my employments agreement on 9/28/2011, assuming the role of CFO of WMMA and WDI.

5. Although Daspin describes himself as a "consultant" providing "services" tos WMMA and WDI through his captive companies, Consultants for Business and Industry, Inc.

("CBI") and MacKenzie Mergers & Acquisitions (MKMA), Daspin directed and controlled all matters relating to the WMMA and WDI, including the following:

a.e He made all strategic, management and operations decisions ande implemented all within WMMA and WDI through his crony and puppete Chairman, Louis Agostini;e

b.e He alone controlled all of the WMMA and WDI funds;e

c.e He refused to grant any of the Investor Team any management or financiale authority or access to funds;e

d.e He directed the acts of the only persons who had account access to thee WMMA funds, Agostini and Joan Daspin, Ed Daspin's wife; although thee latter was neither an employee, Director, or Officer of WMMA or WDI,e she was an account signatory;e

e.e He directed the preparation of and provided the content for all of thee PPM's that were issued for WMMA, WDI and the related companies.e

6.e Despite the fact that Ed Daspin controlled and directed all of the activities of e WMMA and WDI, at no time during my tenure as an employee of WMMA and WDI, from 9/28/2011, through and including May 24, 2012, was Ed Daspin an employee, Officer or Director of WMMA or WDI.

7.e My true role within WMMA and WDI was that of a "book keeper" rather thane CFO, entering the transactions that Daspin authorized and Agostini or Joan Daspin effected, into QuickBooks.

8.e At no time during my tenure from 9/28/2011, through my termination by Daspine on August 22, 2014 did I, or any of the Investor Team, or William McFarlane contribute to the content or substance of the PPM's.

9.e At a point in early 2012 prior to March 31, 2012, Daspin directed me to modifye the PPM to state that McFarlane was President of WMMA. I refused because McFarlane had not signed a contract and declined to accept the role of President of WMMA.

10.e Daspin demanded that I not issue 1099's to Petitioners Larry May and Ed Daspin,e Joan Daspin, nor to the Daspin/May captive companies, MacKenzie Mergers & Acquisitions or Consultants (MKMA) to Business and Industry, Inc. (CBI), for the monies they had been paid by WMMA and WDI, nor for the WMMA stock issued to Daspin/MKMA as payment for amounts billed by Daspin/MKMA, for the year 2011, nor for the $1MM "fee" he took on the IMC "Contract" or the $827,000 value of preferred stock issued.

11.e In the Fall of 2011, I learned that Daspin had several prior and continuinge corporations, including CHAMCO, where there were allegations of fraud and securities violations. This was not disclosed to me in the PPM or otherwise before I invested. I would not have invested in WMMA or WDI, or joined the company in any capacity, if I had been made aware of the CHAMCO or many other Daspin litigations.

12.e That on or about July 1, 2012, Petitioner Larry May, on behalf of the May/Daspine captive MKMA, made an offer to the Investor Team to buy WMMA for $5MM ("the Offer"). A true and correct copy of the Offer is attached hereto as **Exhibit A.** Key observations about the Offer, include but are not limited to:

a.e The Offer provides no payment guarantees, and as written, presents closee to zero opportunity or likelihood of any payment whatsoever;e

b.e The Offer of $5MM validates that the IMC contract, which Daspine "appraised" at $83MM, is worthless, which I already believed to be true;e

c.e The Offer was conditioned upon the Investor team granting full releases of liability to Daspin, May, Agostini, MKMA, CBI and all of the Daspine cronies;e

13.e The Investor Team rejected the Offer; shortly thereafter, each of the Investore Team members either resigned or were terminated by Daspin's direction

14.e Despite my objections, Daspin has also incorrectly treated the IMC "contract" by characterizing this questionable "asset" as equity in the Balance Sheet included with the PPM's, and also to the Court. Generally accepted accounting principles require the offset for any value that could or would have been recognized as an asset, should have been recorded as *deferred revenue*, which is a liability, not equity. As such, there would have been NO impact on equity, and, having exhausted the Investor Team's invested funds, the Debtor was without assets, tangible or intangible. In my experienced opinion, the likelihood that the IMC contract and its flawed, dated technology could or would generate revenue was and is, highly unlikely at best. Accordingly, the effect of Daspin's bogus valuation and intentional false recording of the "transaction" was to fraudulently misrepresent the financial position and shareholders' equity of the company. In fact, the Debtor has not and is not paying its debts as they come due, and has no assets to allow it to do so.

15.e The December 8, 2011 PPM was not the basis for any of the Investor Teame investment decisions and it post-dates all of the investors' investment/employment dates except for Lockett and Heisterkamp.

I declare under penalty of perjury under the laws of the United States, that the foregoing is true and correct. Executed this 12th day of May, 2014, at Raleigh, North Carolina.

Thomas R. Sullivan

Ex 6 Att 6

Exhibit D

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(c)

Richard A. Barkasy
Fred W. Hoensch
SCHNADER HARRISON SEGAL & LEWIS LLP
Woodland Falls Corporate Park
220 Lake Drive East, Suite 200
Cherry Hill, NJ 08002-1165
(856)e482-5222 Telephone
(856)e482-6980 Facsimilee
rbarkasy@schnader.come
fhoensch@schnader.come

Kathryn N. Richter, Esq.(admitted *pro hac vice*)
Schnader Harrison Segal & Lewis LLPe
650 California St., 19th Floor
San Francisco, CA 94108
krichter@schnader.com
(415)e364-6742 (telephone)e
(415)e364-6765 (facsimile)e

Attorneys for Novuss Media, Inc.

In re

WORLDWIDE MIXED MARTIAL ARTS SPORTS, INC.,

Debtor.

Chapter 11
INVOLUNTARY PETITION

Case No. 13-35006-RG

Date: **May 21, 2014**
Time: **2:00 p.m.**
Judge: **Hon. Rosemary Gambardella**

DECLARATION OF ARA BEDERJIKIAN IN SUPPORT OF NOVUSS MEDIA, INC.'S OBJECTION TO DISMISSAL OF THE INVOLUNTARY PETITION; OBJECTION TO "DECLARATIONS" OF MAY AND DASPIN FILED IN VIOLATION OF FEDERAL AND LOCAL RULES; CROSS-MOTION TO STRIKE

I, Ara Bederjikian declare:

1.e I have personal knowledge of the facts set forth below, except as to those matterse stated on information and belief, which I also believe to be true; and, if called as a witness Ie could and would competently testify to the matters set forth in this declaration.

2.e I was contacted about WMMA via email from Andrew Young on 9/1/2011; hee told me he had found my resume on the internet. He sent me an NDA to sign and set up a call to talk about a job at WMMA, with Rich Burnham and Ed Daspin (who told me his name was *Edward Michael*) and that his company was "MacKenzie".e

3.e The discussions went very quickly and they made me a job offer with the title ofe SVP, Treasury, conditioned upon my investing a minimum $350,000 for a senior/C-level position. I asked to see a Balance Sheet, and Daspin told me "not to worry because there is lots of money in the holding company," which I later learned to be false. He also told me that he had a "$5MM investment from an owner of many Ford Dealerships", which I also later learned to be false. They provided me with a Private Placement Memorandum ("PPM") dated July 31, 2011, and Daspin told me that he and his team "had all invested and everyone had to have skin in the game to join the company." I later learned that this was not true and that in fact, neither Daspin nor any of his team of cronies (Agostini and May included), ever invested, and that the only dollars that were invested in these entities were by my fellow job recruits/investors (Main, Sullivan, Puccio, Lange, Lockett, Heisterkamp) and me (hereafter collectively the "Investor Team").

4.e In reliance upon the representations made by Daspin and in the PPM, I investede $360,000 in the Debtor companies (50% in Worldwide Mixed Martial Arts Sports, Inc. ("WMMA") and 50% in Worldwide Distribution, Inc. ("WDI").

5.e I signed my employment agreement on 9/13/2011, assuming the role of SVP,e Treasury of WDI & WMMA, and delivered $180,000 to each company.

6.e Although Daspin now describes himself as a consultant and providing "services"e to WMMA and WDI through his captive companies, Consultants for Business and Industry, Inc. ("CBI") and MacKenzie Mergers & Acquisitions ("MKMA"), Daspin directed and controlled all matters relating to the WMMA and WDI, including the following:

a.e He made all strategic, management and operations decisions, ande implemented all within WMMA and WDI through his crony and puppete Chairman, Luigi Agostini;e

b.e He alone controlled all of the WMMA and WDI funds;e

c.e He refused to grant any of the Investor Team any management or financiale authority or access to funds;e

d.e He directed the acts of the only persons who had account access to thee WMMA funds, Agostini and Joan Daspin, Ed Daspin's wife; and,e although the latter was neither an employee, director, or officer ofe WMMA or WDI, she was an account signatory and had ready access toe funds;e

e.e He directed the preparation of and provided the substantive content for alle of the PPM that were issued for WMMA, WDI and the related companies.e

7.e Despite the fact that Ed Daspin controlled and directed all of the activities ofe WMMA and WDI, at no time prior to May 24, 2012, was Daspin employed, designated or otherwise appointed as an Officer or Director of any of the WMMA companies.

8.o Because Daspin and Agostini denied me and the Investor Team access to theo WMMA and WDI accounts and funds, and refused to allow me or the Investor Team to institute financial controls, I went to TD Bank and inquired who the signatories were on the WMMA accounts, and learned that Agostini and Joan Daspin (Joan Daspin was not an employee, officer, director or investor in WMMA or WDI) were the signatories.

9.o At no time during my tenure from 9/13/2011, through the date of my terminationo as an employee of WMMA and WDI by Ed Daspin on August 22, 2012, did I, or any of the Investor Team, or William McFarlane, contribute to the substantive content of the PPM's.

10.o At a point in time in early 2012, Ed Daspin directed me to modify the PPM too state that McFarlane was President of WMMA. I refused because McFarlane had declined to accept the role of President of WMMA.

11.o Daspin refused to allow Tom Sullivan to issue 1099's to Petitioners Larry Mayo and Ed Daspin; Joan Daspin, nor to the Daspin/May captive companies, MacKenzie Mergers & Acquisitions or Consultants (MKMA) to Business and Industry, Inc. (CBI), for the monies they had been paid by WMMA and WDI, nor for the WMMA stock issued to Daspin/MKMA as payment for amounts billed by Daspin/MKMA, for the year 2011, nor for the $1MM "fee" he took on the IMC "Contract" or the $827,000 value of preferred stock issued.

12.o In the Fall of 2011, I learned that Daspin had several prior and continuingo corporations, including CHAMCO, where there were allegations of fraud and securities violations. Further, Daspin used our investment funds to fund his work on his existing litigations and spent most of his time on it. This was not disclosed to me in the PPM or otherwise before I invested. I would not have invested in WMMA or WDI, or joined the company in any capacity, if I had been made aware of the CHAMCO litigation.

13.o That on or about July 1, 2012, Petitioner Larry May, on behalf of the May/Daspino captive MKMA, made an offer to the Investor Team to buy WMMA for $5MM ("the Offer"). A true and correct copy of the Offer is attached hereto as **Exhibit A.** Key observations about the Offer, include but are not limited to:

a.o The Offer provides no payment guarantees, and as written, presents closeo to zero opportunity or likelihood of any payment whatsoever;o

b.o The Offer of $5MM validates that the IMC contract, which Daspino "appraised" at $83MM, is worthless, which I already believed to be true;o

c.o The Offer was conditioned upon the Investor Team granting full releaseso of liability to Daspin, May, Agostini, MKMA, CBI and all of the Daspino cronies.o

14.o The Investor Team rejected the Offer; shortly thereafter, each of the Investoro Team members either resigned or were terminated by Daspin.

15. The December 8, 2011 PPM was not the basis for any of the Investor Team investment decisions and it post-dates all of the investors' investment/employment dates except for Lockett and Heisterkamp.

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16.e I learned after my investment and employment, that Daspin was paid a heftye commission for "recruiting" me as an investor and employee. In addition, I learned that Daspin had assessed hefty pre-formation charges by Daspin's captives MKMA and CBI to WMMA and WDI; this was not disclosed to me prior to my investment.

I declare under penalty of perjury under the laws of the United States, that the foregoing is true and correct. Executed this 12th day of May, 2014, at Cliffside Park, New Jersey.

Ara Bederjikian

Ex 7 MA/W Dec

Exhibit F

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(c)

Richard A. Barkasy
Fred W. Hoensch
SCHNADER HARRISON SEGAL & LEWIS LLP
Woodland Falls Corporate Park
220 Lake Drive East, Suite 200
Cherry Hill, NJ 08002-1165
(856)@82-5222 TelephoneO
(856)@82-6980 FacsimileO
rbarkasy@schnader.comO
fhoensch@schnader.comO

Kathryn N. Richter, Esq.(admitted *pro hac vice*)
Schnader Harrison Segal & Lewis LLPO
650 California St., 19th Floor
San Francisco, CA 94108
krichter@schnader.com
(415) 364-6742 (telephone)
(415)@64-6765 (facsimile)O

Attorneys for Novuss Media, Inc.

In re

WORLDWIDE MIXED MARTIAL ARTS SPORTS, INC.,

Debtor.

Chapter 11
INVOLUNTARY PETITION

Case No. 13-35006-RG

Date: **May 21, 2014**
Time: **2:00 p.m.**
Judge: **Hon. Rosemary Gambardella**

DECLARATION OF DOUGLAS MAIN IN SUPPORT OF NOVUSS MEDIA, INC.'S OBJECTION TO DISMISSAL OF THE INVOLUNTARY PETITION; OBJECTION TO "DECLARATIONS" OF MAY AND DASPIN FILED IN VIOLATION OF FEDERAL AND LOCAL RULES; CROSS-MOTION TO STRIKE

I, Douglas Main declare:

1.e I have personal knowledge of the facts set forth below, except as to those matterse stated on information and belief, which I also believe to be true; and, if called as a witness I could and would competently testify to the matters set forth in this declaration.

2.e I am a Doctor of Chiropractic, with a practice in Parsippany, New Jersey.e

3.e Prior to my investment in Worldwide Mixed Martial Arts Sports, Inc., I had noe experience associated with private equity investments.

4.e At no time prior to my investment in Worldwide Mixed Martial Arts Sports, Inc.,e was I presented with a Private Placement Memorandum ("PPM"), nor had I ever seen a PPM at all related to any investment, nor did I have any knowledge of what a "PPM" was or was required to contain, disclose or inform.

5. I met Ed Daspin in Parsippany, NJ on or about October of/2010. He proceedede to tell me that he had created a company focused on the Mixed Martial Arts, and he invited me to his home to talk about it.

6.e I went to Daspin's home in late November or early December, 2010, and he pute on what I would call a "dog and pony show" that included Daspin (as a "consultant" toe WMMA), Luigi Agostini (as Executive Chairman of WMMA), Larry Lux (as CEO of WMMA), Mike Nwogugu (role not disclosed), Sam Tropello (role not disclosed), Rich Garich (role not disclosed), and Andrew Young (role not disclosed). While I do not remember the precise date of the meeting, it was prior to my employment and investment with WMMA, and its purpose was to induce me to invest in the WMMA companies. At the meeting Larry Lux was introduced as an individual interested in joining the company. Several days later Daspin told me that Lux had agreed to join the company and become an investor.

7.o The discussions went very quickly and Daspin told me he wanted me to beo President of WMMA, and that any officers had to be investors, and that he and his family had invested close to one million dollars over the past year they had been working on the project. My initial offer of $100,000 was met with the statement from Daspin that a small amount would not work with the other investors. I later learned that in fact, neither Daspin nor any of his team of cronies (Agostini, Lux and May included), ever invested, and that the only dollars that were invested in these entities were by my fellow job recruits/investors (Bederjikian, Sullivan, Puccio, Lange, Lockett, Heisterkamp) and me (hereafter collectively the "Investor Team"). Further, the first dollars into the companies were my investment dollars.

8.o In reliance upon the representations made by Daspin, I committed to investo $250,000, with an option to invest another $83,333 for more ownership. The first installment was to be upon execution of the agreement and the second installment on or before 3/31/2011.

9.o I signed my employment agreement on 12/13/2010, assuming the roleo of President of WMMA, and as a member of the Boards of both WMMA and WUSA, and made my initial investment contribution of $250,000.

10.o I now know that Daspin used my initial investment of $250,000 to incorporateo and register AGCDS/WDI, WUSA and WMMA Holdings as corporations in Nevada, Florida, and Nevada, respectively, and to hire cronies he had hired in the past including Mike Nwogugu, Sam Tropello, and Rich Garich ("Cronies"), as well as Andrew Young, for various "roles" in WMMA. It was unknown to me at the time of my hiring and investment the nature of their previous business relationship between Daspin and his cronies. Daspin told me that their principal roles included preparation of the Private Placement Memorandum ("PPM") for

investment in WMMA, WUSA, and WDI, and to identify and bring potential investors to Daspin to pitch the investment. I was not involved in the activities of the Cronies in any way.

11.s I have subsequently learned that the Cronies had been involved with Daspin ins numerous prior companies, where he had developed and marketed similar schemes, taken investments and been the subject of numerous allegations of fraud and bankruptcy proceedings and lawsuits. Neither Daspin nor the PPM(s) that were prepared by the Cronies at Daspin's direction for use in the WMMA companies disclosed the prior companies or the allegations of fraud or the related bankruptcy proceedings or lawsuits.

12.s At all times from my first to my last contact with Daspin and the WMMAs companies, and although Daspin now describes himself as a consultant and providing "services" to WMMA and WDI through his captive companies, Consultants for Business and Industry, Inc. ("CBI") and MacKenzie Mergers & Acquisitions ("MKMA"), Daspin directed and controlled all matters relating to the WMMA and WDI, including the following:

a.s He made all strategic, management and operations decisions, ands implemented all within WMMA and WDI through his crony and puppets Chairman, Luigi Agostini;s

b.s He alone controlled all of the WMMA and WDI funds;s

c.s He refused to grant any of the Investor Team any management or financials authority or access to funds;s

d.s He directed the acts of the only persons who had account access to thes WMMA funds, Agostini and Joan Daspin, Ed Daspin's wife; and,s although the latter was neither an employee, Director, or Officer ofs

WMMA or WDI, she was an account signatory and had ready access to funds;

e.d He directed the preparation of and provided the substantive content for alld of the PPM that were issued for WMMA, WDI and the related companies.d

13.d Despite the fact that Ed Daspin controlled and directed all of the activities ofd WMMA and WDI, at no time during my tenure as an employee of WMMA and WDI, from beginning 12/13/2010, was Ed Daspin an employee, Officer or Director of WMMA or WDI, until May 24, 2012, when he demanded that Agostini and I resolve to make him an Officer of WMMA. At no time prior to May 24, 2012 was Daspin employed, designated or otherwise appointed as an Officer or Director of any of the WMMA companies.

14.d On or about 9/1/2012, Daspin demanded that Agostini and I resolve to appointd him to the WMMA Board of Directors; upon my "no" vote, Agostini over-road the deadlock to appoint Daspin to the Board. Thereafter, and as a result of my refusal to appoint Daspin to the Board, Daspin and Agostini as Board members terminated my employment.

15.d At no time during my tenure from 12/13/2010 through the date of my terminationd from WMMA and WDI on 9/1/2012, did I, or any of the Investor Team, or William McFarlane, contribute to the substantive content of the PPM. I was asked to review some of Daspin's PPM-related documents and offered grammatical and format changes, but never substantive changes. The substantive content on all PPM came from Daspin and his Cronies as described above.

16.d Daspin refused to allow Tom Sullivan to issue 1099's to Petitioners Larry Mayd and Ed Daspin, Joan Daspin, nor to the Daspin/May captive companies, MacKenzie Mergers & Acquisitions or Consultants (MKMA) to Business and Industry, Inc. (CBI), for the monies they had been paid by WMMA and WDI, nor for the WMMA stock issued to Daspin/MKMA as

payment for amounts billed by Daspin/MKMA, for the year 2011, nor for the $1MM "fee" he took on the IMC "Contract" or the $827,000 value of preferred stock issued.

17.e Although I had been verbally informed about CHAMCO and Dentamach, the onlye reference by Daspin was that in CHAMCO, the "shareholders tried to take over the company, and drove it into bankruptcy," and in Dentamach, that "it was a successful company wheree partners illegally took back their lab investments, so Daspin sued them." I now know that Daspin's characterizations of the litigations were not accurate, and I never would have invested if I had known the true nature the CHAMCO and Dentamach litigations, and the allegations made against Daspin and his Cronies, which are very similar to the fraudulent misrepresentations and failures to disclose in the subject matter.

18.e That on or about July 1, 2012, Petitioner Larry May, on behalf of the May/Daspine captive MKMA, made an offer to the Investor Team to buy WMMA for $5MM ("the Offer"). A true and correct copy of the Offer is attached hereto as **Exhibit A**. Key observations about the Offer, include but are not limited to:

a.e The Offer provides no payment guarantees, and as written, presents closee to zero opportunity or likelihood of any payment whatsoever;e

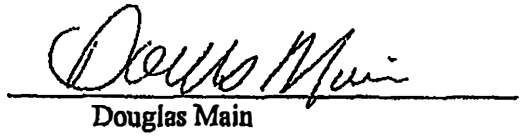
b.e The Offer of $5MM validates that the IMC contract, which Daspine "appraised" at $83MM, is worthless, which I already believed to be true;e

c.e The Offer was conditioned upon the Investor team granting full releases of e liability to Daspin, May, Agostini, MKMA, CBI and all of the Daspine cronies;e

19.e The Investor Team rejected the Offer; shortly thereafter, each of the Investore Team members either resigned or was terminated at Daspin's direction.

20.a The December 8, 2011 PPM was not the basis for any of the Investor Teama investment decisions and it post-dates all of the investors' investment/employment dates except for Lockett and Heisterkamp.

I declare under penalty of perjury under the laws of the United States, that the foregoing is true and correct. Executed this 14th day of May, 2014, at Parsippany, New Jersey.



Douglas Main

Ex 88 F.D.B.
WITness JAMES

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

EDWARD M DASPIN
[redacted]
BOONTON N.J[redacted]
[redacted]
[973]588-4787 FAX
[redacted]@optonline.netM

PRO SE FOR E.M.DASPIN
CREDITOROF WMMA

In re;

World Wide Mixed martial Arts Inc. [WMMA]
date May21, 2014
debtor

CHAP11
Involuntary Petition
Case NO.13-35006-rg

Time2:00 PM
Judge Rosemary Gambardella

Superseding Declaration of Daspin to conform prior Daspin declarations to be consistent with the rules requirements'; request for an adjournment of May 21st, 2014 hearing date to June4, 2014 [or such date acceptable with the court]; to provide Daspin sufficient time to respond to Novuss Media's objections and to respond where necessary to the false allegations of the Novuss Media's' motion's supporting declarations of Main, Sullivan, Bederjikian.

I, Edward Michael Daspin declare:

1. I have personal knowledge of the facts set forth below, except those matters stated in my prior declarations on information and belief, which I also believe to be true; and if called as a witness I wouldM competently certify and / or testify[based on my then physical condition] to the matters set forth in thisM declaration.

2. I was delivered the Novuss Media objection to dismissal on Sat , May 17,2014. I am ill and I cannot, in the time provided [Monday May 19, 2014] properly respond and therefore request more time to answer and or more time for my personal attorney Michael Shapanka, Esq. [908-218-7928]; [M.Shapanka@optonline.net] to respond.

3. My adversary, Ms. Richter has made the wrong assumptions as Mr Rudy is not my personal attorney nor is he Mr. May's personal attorney. Mr. Rudy represents CBI And MKMA, the corporate creditors.M

4.Mam an individual creditor of WMMA. It owes me $50,000.00M

5.Except for my first declaration in support of the petitioning creditors motion to dismiss the involuntarya Chap 11, all subsequent declarations that I submitted were meant to be submitted as Pro Se and as ana officer of the debtor. I also informed Robert Rudy that I would send out the declaration that contained 3a exhibits including ex c the draft civil Rico complaint with exhibits attached; in furtherance of providinga the court with the information of "what's going on"; as I understood that was the basis for the courtsa Sua- Sponte order appointing the interim trustee as discussed on the record at the last conference.a

6. I herein attach and make a part of this declaration all other declarations to which I specifically include:
a] The declaration I filed on April 1,2014 [docket nos. 30,31,32]a
b] The declaration I filedApril28, 2014 [docket No.46]a
c] The declaration I filedApril30 [docket nos.54, 56];a
d] The declaration I filed May7 2014 [docket nos.49, 50]a
e] The declaration I filed on feb29, 2014 [I don't see a docket number] [it has the CIVIL RICO DRAFTa AND EXHIBITS ATTACHED TO PROVE WITH SPECIFICITY ALL ALLEGATIONS]CBI's corporate counsel, Mr. Robert Rudy informed me that he received a call from the clerk of the court asking him if he had authorized the transmission and he informed me that he had informed the clerk that he had authorized the declaration as being from me as an individual creditor of WMMA and as an officer of the debtor.Its inclusion in the record is essential as it fully explains what's going on.

7.The aforementioned declaration[s]are adapted herein as if a part of this superseding declaration anda as such I intend to conform all those prior submissions with all applicable rules so as to ensure that they are all part of the bankruptcy matters filed and to ensure that they are not stricken and or expunged. Ia do not believe that there is any good purpose to expunge and or stricken these declarations with thee attached exhibits as a detailed review of these submissions will enable this court and or the trustee toa discern the facts and truth in the interests of justice for the debtor, the petitioning creditors and as theya contravene in its entirety all McFarlane allegations in his declarations to this court and in his support of a trustee being appointed. Judicial notice should be taken of the fact that, Ms. Richter, Novuss Media'sa council, in her objection Pg 11 last Para states..:a

.."the subject documents[the declarations of May and Daspin] assertions[allegations]are too numerous to address individually within the page limitations of this filing.."'
She should have responded to each one as it was served on her instead of assuming that this court would grant a motion to strike and or expunge. She had my and Mr. May's emails and home address. Why did she lay in wait to the last moment to spring a motion on us without the common courtesy to inform Pro Se counsel of her position and to waste the court's time to make a motion to expunge the information that the court led the parties to believe it wanted to establish "what's going on"?

8. All of the aforementioned declarations do not contain any false allegations. It may be that Mr.e McFarlane considers an allegation in my prior declaration that he is a liar and/or was a liar as beinga defamatory. It is also true. McFarlane stated that he was not WMMAS' presidentI I previously submitted, under penalty of perjury, a declaration stating that he was lying and I attached 2 documents he signed as its president to prove the truthfulness of my allegation.. He appeared on national TV and announced to the world he was president. His denial, in the face of the exhibits I have presented prove that the "defamatory remark [he is a liar and/or/perjurer] is accurate. I could have used the word disingenuous but that would not be calling" a spade a spade."

9.a previously mentioned that in Sullivan's prior declaration he alleged he was not responsible for thea CFO position of WMMA, which was also false. He lied.a

Now I understand that he is alleging that he was in essence a 'bookkeeper. That is absurd! I presented an email with my prior declaration from Sullivan to Luigi Agostini wherein he informed Agostini that he would set up the books and handle the financial statements as soon as Agostini sent him the check register entries. He was hired as CFO. He was paid on an accrual basis as CFO and his job description is very clear. The man was lazy. He hired a bookkeeper. She came in to the office, kept the books up to date with Sullivan taking it from there. Sullivan had 2 treasurer[s] working for him; Puccio and Bederjikian. WMMA was a start up. Why would Sullivan receive a $150,000.00 year salary and each Treasurer that reported to him also receive a $150,000.00 salary for a start up with no sales? Then he hired a bookkeeper to do all the work. Her name was Kammi Marsh.
He hired her in Oct 2011, shortly after he started. Sullivan authorized every check and/or audited and approved each check paid to anyone! He prepared the balance sheets in conformity with the WMMA board of directors' direction, not in accordance with my direction. I am not nor ever was a CFO. I am not trained as an accountant. There were 3 MBAS', 1 CFO, 2 Treasurers and Sullivan can be heard in the dishonest shareholders meeting expressing sorrow that he "spent 4 hours looking up MKMA's expense reimbursement vouchers and couldn't find 1 penny out of order. That's all he had to do except working on the PPMs and building the forecast versions etc.

MAIN-THE FOUNDER

10. The allegations of Sullivan, Bederjikian, and Main make no sense. He is a Doctor. He worked on mea and I had a big fight with him when I found him billing Medicare for visits he alleged I made to his officea that I did not. Once I found this out he said he would make it up by giving me manipulations in thea office. I told him that was not proper as he would be taking time away from WMMA. He still owes me 6a visits he charged Medicare that I never received. He knows how to read English very well. He solicited me with an ad in the local paper claiming he can cure spinal stenosis back ailments with hisa revolutionary stretching machine and vibrators! That's how I met him. In his office, he solicited me, nota vice versa.a
The first time I went to his office he put me in a stretcher. The machine almost stretched my back out ofa whack to such a degree that I couldn't walk straight for a week!! He apologized to me and I stoppeda using that gadget. Then he used this electronic vibrator. I am sure I don't have to tell this court abouta the charlatans that allege they have cures that no other doctor can cure.a
During my first visit he asked me what I do and I told him about my prior problems with Chamco anda Dentamach and about my felony and about a new project that my firm ,CBI had undertaken toa investigate.. Anyone who knows my last name uses the internet and immediately finds all the negativea information and positive information about me. My felony, the law suits and My Web site was put in hisa contract and the commission agreement so that he could not say I withheld anything [as he and they are now trying to allege"-it's the convenient felon defense'[or should we say offense] that they all believea will entice a court to believe they were misled. In this day and age.anyone computer literate cannota sustain that foolish defense but they keep tryingla

Then I told him about WMMA. Main told me he had 2 sons that were MMA athletes and that His oldest, Andy, was a UFC athlete on UFCS' reality show. At that time I was negotiating with a MMA promoter who expressed an interest in forming a MMA holding company with a CBI lender. Main solicited the company that was to become the parent of WMMA .He said he wanted to be a founder. He said he wanted to be President and that he had a lot of experience in the sport as his sons were MMA champs. He complained about wanting to get out of chiropractor and that Medicare had destroyed the margins so that now he did 3 times the work for the same income and that he was getting older and his hands were starting to hurt.

Main was an entrepreneur, he builds office buildings, is a scratch golfer and he became a founder of WMMA Holdings. Don't let him kid you. I never saw a man invest so much in such a short time as he made up his mind in about 3 months that he wanted out of being a chiropractor; he put up the seed money; participated in co- producing the initial PPM; [he reviewed each one and that's a requirement in his employment agreement] which at that time was only a bunch of MMA history, big disclaimers and raw projections that came out of his experience. I had no MMA experience nor did I know the rules and the boxing commission and Main introduced WMMA and me to his sons' trainer who became a concealed sweat equity partner at Main's direction and approval! No investment and Mike consenting is his son's manager and not my Crony, nor were any of the other WMMA employees my cronies. Main authorized and signed most of their respective employment contracts and authorized they receive a small expense reimbursement which he knew would come out of his start up capital.

So if Main, now wants to pretend that everyone was told by me they had to put cash up that's ridiculous because WMMA had 15 employees and 6 months went by before anyone else invested equity in the deal and all CBI received, except for deferred billing, was $25,000.00 for a head hunting fee for H?R i.e.[Doug Main's employment contract] and Main knew of the fee before he invested.
The fees are disclosed in Main's employment contract executed before he invested! Then 3 months later and after being on the inside all that time he voluntarily invested another $83,000.00 to trade up to and be a co-incorporator of WMMA holdings! He knew all about my background before he invested and he knew that his equity was the first hard cash going in for and to be used from start up costs and to pay expense reimbursement to the men who had agreed to be sweat equity partners; i.e. Lux, Agostini, Nwogugu et al;, for initial office space and to be used for expense reimbursement for employees he approved becoming sweat equity employees. He was trying, as President to build a company; and with his complete approval. He knew that it would be used to pay business expenses and draws for sweat equity joint venturers. What man, educated and a Dr. in his right mind would allege that he did not know what he was investing in; deny that he knew that he would associate with a felon; albeit a 40 year old felony ,and what man could possibly represent that he was oblivious to the deal he was investing in when my name is all over the internet?? It just is not true and there are 6 witnesses that will cut it to shreds. It's like Craig alleging that I fraudulently induced him to invest in Dec 8th, 2011 when he had already 2 months before taken over 6 WUSA regions!

As a matter of a fact, he was so happy with the way he saw the firm bring on sweat equity employees; that he was making $5,000.00 a month tax free for 2 days a week work and accruing $150,000.00 per year for 7 months. Most of the WMMA officers had NO SKIN in WMMA and they were being paid between $1,000.00 to $2500.00 /month , working full time up to six days a week; as Main was making his chiropractor fees and WMMA compensation.

Main's contract had an attached commission agreement attached which gave him my website and he knew of my felony and he, by contract ,had to interview all applicants to approve them on the days Main worked at WMMA. He only worked 2 days most weeks and that's why WMMA interviews were Tuesday and Thursdays.

He was one of three board members and he voted his conscience. I never attended board meetings but he attended all and he signed off on all board meetings. His employment agreement discusses my background and website and he wanted to ensure that before anyone became a joint venture hard cash and or sweat equity partner that they knew about my felony conviction and that they knew the risks. He knew that none of the sweat equity partners put up any money, nor did his son Andy. Andy was a sweat equity partner and received part of Doug's investment as well. There was no dog and pony show; the business was started in my basement! If that's a dog and pony show then what do they refer dog and pony shows to that have credibility?

I am a 75 year old lil man, starting up with a group of applicants as a consultant in a start up business. The first real fee CBI received of $1,000,000.00 had to be contributed, by being forgiven to obtain warrants it assigned, in WMMA Holdings. WMMA was a start up business. It's PPMs state that it was losing money and that it might never make a profit nor ever succeed in raising the equity as stated in the PPMs. The court has all the relevant documents and MRs Richter should be given time to respond well as my individual counsel, Mr. Shapanka, who advised the trustee we would cooperate with his requests. No contact has been made by him to our side of the aisle and therefore he needs time to be in opposition to guide this court about what's going on. If the trustee is deprived our submissions believe me it won't be fair, just and/or provide any justice to anyone except to the real tort-feasors that Ms. Richter writes declarations for and creates declarations contravened by the facts that are exhibits to my declaration she asks this court to strike?

11. WMMA had, over the course of 26 months about 40 people that were sweat equity joint ventureo partners and only 7 invested hard cash. So any nonsense' that I said everyone had to have skin in theo game is foolish", unless that's what they told all the applicants they each interviewed. But everyone read the PPMs which showed the staff and each applicant had a head on head meeting with Main, so heo would let them know that he felt the deal was on the up and up or why would they join. In retrospect all participants had either sweat equity and or hard cash invested except that the hard cash investorso received an advance against their stock equity and deferred their respective salary.o

12] There were no predatory recruitment practices, unless Doug Main had separate conversations that Io did not know about. Puccio and Sullivan joined the team of interviewers' and they interviewed Bederjikian and Lange, Heisterkamp, and Lockett. Richard Burnham, sweat equity Sr. VP humano resources was the initial interviewer, then I would join him with Andy Young at times and/ or Sam Troppeio and then it was up to the board to ensure that each applicant knew the truth and also thato they believed that WMMA would benefit from the hire. Main was the lead Board Member that was ino charge of representing the Board in final applicant selection and his name appears on all contracts as Io recall, when he was president and Vice Chairman, he assisted in the preparation and review of all theo contracts and PPMs. His contract is very clear as is the agreements of all employees and MKMAs' as well.o

THE CO-CONSPIRACY HATCHES

Sullivan, Main, Bederjikian, Puccio, Helsterkamp, Lange, and Lockett all terminated their own employment agreements voluntarily. The employment contracts state that if they do not provide full time business efforts that they have voluntarily terminated. They each received a letter from WMMA and the voluntary termination was not refuted that I remember.

The reason they started to NO Show was shortly after they were caught red handed attending and or being referred to in the dishonest shareholders telephonic tape recording.(Your Honor, please don't let these disingenuous declarations of the co-conspirators McFarlane brought into the Enterprise capture the court's sympathy. I can assure this court that each allegation they have made here in their respective declarations has been fabricated with the aid of the tooth fairy! Their respective allegations all have the same tone and refrain and will be, if not already have been, contravened with their own emails and the dishonest shareholders tape that Ms. Richter wants to expunge from the record [the SEC has the original and it's an exhibit in the Draft Rico complaint] I have submitted to this court an abstract of the dishonest share holders meeting and the feb29th,2014 declaration has the entire transcript, as I recall, contained as an exhibit 8AA..
That's why Ms. Richter wants the entire record of Daspin and May submissions expunged. She can't contravene that which no longer exists and since she knows that she cannot contravene them she has decided to try to kill off the evidence. The problem is she needs this courts cooperation! Judicial notice should be taken that it was the McFarlane declaration that falsely alleged that I, May, and Agostini did nothing for 1 1/2 years to aid WMMA!

I declared that we did the following services for WMMA: The Monica Petty case was won by our efforts;. The Helsterkamp worker's comp case was won by our efforts; The insurance claims of Craig; Nwogugu; Lockett; Helsterkamp; Puccio; Lange and the Black Ops attempt to defraud WMMA; the Puccio claims and Sullivan claims to the insurer first; then to the SEC, we defended all the aforementioned successfully and against McFarlane's political leverage [ROMNEY]; and Lockett's political leverage with the President and the Clintons ;required a monumental effort and no wrongdoing was found!

So now the enterprise thinks they will have easy running because I was a felon 40 years ago and so any suspicious person would and or may be adversely influenced. However I remember this court from 30 years ago and I know how much I have learned in that time and I can only imagine what the court has learned! I did nothing wrong. The companies I worked for up to May24,2012 ;CBI and MKMA were WMMA's largest creditors and if not for their extensions of credit and the deferred salary benefits they aided WMMA to obtain, WMMA would have gone thru $5,000,000 of compensation it did not have access to.

By the way, Mr. Shapanka won the Rosemary Gambardella debate (tort) prize at Rutgers about 25 years ago, so hopefully this court will see him perform. He never lost a case with me involved in that time and he was very important in demonstrating to The HON: Judge Theodor Albert that I and the Daspin group members, were completely innocent of all allegations and counts in the 3 combined adversary trustee complaint in the Chamco Bankruptcy 3 years ago!

The SEC has a full transcript of the tape as does my law firm Herrick and Feinstein. The reason that Ms. Richter wants the declarations expunged and/or stricken or both is that they clearly demonstrate the Enterprise's, motivation of the hard cash investors to tank their own company [WMMA] and the resolve that each had to "say good about BILL...and bad things about Ed"(Edward Michael Daspin].The tape was dropped off at my home mail box. I was shocked by the contents. If the abstract enclosed in My **Declaration of Feb 29 Exhibit C** is alleged to be not accurate, and I assure the court that it's verbatim, then we can furnish the tape as it's in the possession of Herrick and Feinstein.

TO GET TO THE TRUE FACTS THIS COURT SHOULD WAIT UNTIL IT GETS AN UNDERSTANDING OF THE OPPONENTS' SIDES AND NOT MAKE DESCISION UNTIL RICHTER RESPONDS TO MY AND MAYs declarations Nothing can be gained by covering up the truth. We are both Pro Ses and we wanted to provide this court with declarations that contravene all McFarlane declaraNon allegations and that demonstrate what's going on before the court decides on the motion to dismiss the involuntary. Ms. Richter can't make the truth go away by falsely alleging our goal was to impune our adversaries false allegations that were crafted by Ms. Richter. It's apparent that the Doug Main declaration was orchestrated by someone else that does not know what the exhibits I presented prove about Main?

13.rIt was my understanding that this court wanted to find the true facts prior to its deciding on then motion to dismiss, that's why Mr. May and I spent so much time to supply this court and the "interimn trustee, with declarations sworn under penalty of perjury, and so that after these declarations weren digested, the court could make a decision of what's in the interests of the debtor and its true creditors. It is not in the interests of the true creditors to have a trustee appointed which by doing so jeopardizes the intellectual property. The only folks that want WMMA out of business are the Members of the very enterprise that has attempted to steal its assets.

We have proved that there was a conspiracy [the dishonest tapes] ;that its goal was to bankrupt WMMA and that it continues today by the Craig lawsuit filed in the wrong jurisdiction and whose exhibits contravene the complaint's allegations as McFarlane et al are trying to do here.

The Rico enterprise committed many predicate acts of theft by fraud and deception over a 2 year period which started on November 26th 2011 [the Arizona event paid by Craig and continues up to today by Craig filing an Arizona complaint falsely alleging that he was fraudulently induced to invest in his own business by me on Dec 8th 2011]. We have gone through this case and I am sure the court can read thru the lines. The Arizona federal judge, Judge Campbell, will make up its findings within 2 weeks [it has 30 days from submission of all papers on the motion to dismiss to render its decision].

McFarlane, Main, Sullivan, Puccio, Heisterkamp, Lange, Lockett, Bederjikian, Craig Jerryell, Black Ops, Monica Petty are some of the co-conspirators that have either stolen, planned to steal and collectively participated in predicate acts that makes them all culpable.

14.rCertainly the evidence should be preserved and not expunged and stricken. This gang has gone ton the SEC. I finally was deposed and had a coronary attack in the middle of the depositions. That's the onlyn reason that I wished to inform this court of the fact that I am [redacted] and have to control it within [redacted] I did not sue him as hen was a founder of the WMMA organization and the first to fund it with hard cash.n

15. Anyone who would have this court believe that a party that invested cash in this start up did note know what the CBI/MKMS fees were is being disingenuous. The fees are all disclosed in the employmente contracts and in each PPM and in the related party transactions and they each had a rider, a commissione agreement, that explained each fee for H/R, for time spent by the hour, for negotiating success fees.e Each employee had to know all about the fees because each employment contract gave the Partnere (weather hard cash and or sweat) up to fifty percent of MKMAs' fees if they participated in a specifice transaction.e

16. This deal blew up when McFarlane, as president (he replaced Main who became vice chairman,e went undercover and without anyone's knowledge he directed 2 documentaries, worked for 6 weekse for the Olympic trials (he had a wrestler in the Olympics), totaled his car, spent 2 days in the hospital 2e days before WMMAs wounded warrior event and dreamt of Monica Petty, going to the Maldives ande popping cocaine.e
Then after losing $1,250,000.00; Walter Clo breached his $5,000,000.00 subscription agreement; thene the enterprise unleashed Wayne Craig on May 10th to threaten to cancel his USA shows, destroying thee U.s content for WMMA to start to resell, by informing WMMA that if it did not change his deal and paye him $2,400,000.00 over 5 years he would cancel out scheduled events which he didie

THE MOTIVATIONS OF MC FARLANE DIFFERENT THAN THE 7 JVOPS
MC FARLANE ADMITS IN THE MONICA PETTY EMAILS THAT THE MCFARLANE ENTERPRIZE INTENDED TO DESERT THE CO-CONSPIRATORS AND TAKE CRAIG, JERRYELL, PETTY, BLACK OPS WITH NEWCO AFTER THE DUST SETTLED, BUT HE NEEDS THEM NOW AND THEY HAVEN'T READ THE MONICA EMAILS OR THEY HAVE NO ALTERNATIVE?

The record is clear why Lockett invested a 2nd $100,000.00 in March 2012 and Puccio invested a 2nd $100,000.00 at end of March 2012 in WMMA. That was their 2nd investment in WMMA so there can be no question that there were no Mike Daspin problems from June 2010 to 3/31/12 and then after the Enterprise lost the money because of a man who bit off more than he could chew or purposely wanted to run the company out of cash to buy it on the cheap! It was then that they decided on the convenient felon, falsely alleging stock fraud and tried to say "bad about Ed ...and good about BILL"[McFarlane] In the June 10.12 dishonest shareholder agreement they did not say we cannot go with Ed because he cheated us! They said, in effect, we think we stand a better deal to get a salary and payday if we go with Bill. If I was the bad guy then there would not have been any decision to make.

17. This is not the time to pull the plug. This court is respectfully requested to delay the conference for this Wednesday to a date when the opposing parties can answer my and May's prior declarations ande when after his review the trustee is in a position to provide this court with answers to what's goinge on.e

There is no impending event to take a risk on the loss of the intellectual property. It is apparent that The McFarlane enterprise and the coconspirators cannot contravene the declarations and proofs that Mr. May and I have submitted and have resorted to attempt to derail the truth by pointing to technical procedural errors and or to serving the petitioning creditors' counsel on Friday or Saturday, 2 business days before the hearing date. It won't work! If they did not complain about the lack of procedure and rule follow through to advise the declaration givers that they were in error, I know I can count on this court to assist us to correct the record.

18. The first thing I did was call my attorney, Mr. Shapanka, who had contacted the trustee toe demonstrate cooperation by me last week. Now I expect my attorney will enforce my request for ane adjournment So I have tried to provide the court with enough information so that it knows I am dealinge in good faith and Mr May advises he to shall ask for an adjournment as I am sure Mr. Rudy will.e

We all oppose the Novuss objection to our pro Se declarations and object to their being stricken and or squashed. I have no objection to any untrue defamatory statements, ones untrue being redacted as it was not my intention to defame anyone undeserving of those actions.

18. The declarations submitted ,weather as supplemental and or in support of the motion to dismiss;e and or to provide this court with sufficient facts so as to be able to make an informed decisions withe respect to the motions to dismiss and the motion to strike should be given time to answer. Alle declarations of Mr. may that in part relied on my declarations. provide ample support of the validity ofe each declaration just as McFarlane's first declaration made reference to time periods when he was note associated with WMMA. McFarlane is the leader of the Enterprise and I don't think he spent more thane 6 hours, with me, over 8 months of his consulting and as President of WMMA. Of the time he spent withe me ,one on one about 5 hrs were 2 meals and the remaining 3 hours were 15 minute segments mostlye one on one. He can not testify about me unless he lies about events that never took place. Hise allegations about my opinions about what should and or should not be used for WMMA's balance sheete was long after people invested and primarily consisted of MKMA negotiating about why a deferrede obligation should and or should not be posted or put in the notes. The Dec8th PPM Pg 24 clearly statese that deferred compensation and the write up of good will were not included on the balance sheet it wase disclosed. He hid in Arizona and it is now apparent why.e

I do not have time to thoroughly contravene all supporting declaration at this time, but I can assure the court and I declare that Sullivan, Bederjiklan, and Main's declarations are full of false allegations and fraudulent representations with respect to each and every negative allegation, with respect to fraudulent inducement acts as described to me, Agostini, May and those referred to as my cronies. Their respective allegations are FALSE AND DISENGENUOUS AS WILL BE PROVED, WITH SPECIFICITY ONCE I GET MORE THAN 1 DAY [A SUNDAY TO CONTRAVENE]. I PREVIOUSLY SENT THIS COURT DOUG MAIN'S EMPLOYMENT AGREEMENT, attached as Exhibit A between WMMA Holdings Inc, a nominee corporation to be formed, and Douglas Main as a board member as secretary of the Board and as president of WMMA and its partially owned subsidiary WUSA and American Graphics Inc [AGI];, It has attached a Commission agreement [EX A1] between Main, MKMA, AGI, WMMA and Main, all dated Dec 13, 2010. Contrary to Main's allegations in his declaration he was told all about CBI fees for each service it rendered to all parties identified in the contract: (SEE Exhibit A Page 1 Para 1). Exhibit A outlines his duties as in Para 2 pg 1 and requires him to assist in the preparation of the WMMAs' And AGIs' and WUSA's preparation of their PPM[S].
See Exhibit A, Main admitted that he knew that the company had no investors as it wasn't even formed yet! This is contrary to his allegations as well [the court should take judicial notice of the fact that Mains' declaration makes criminal allegations about me and proves that this man will tell any lie that pops in to his mind to besmirch the reputation of a prior felon because he believes that this court will believe him! {That's why I need more than 1 day to contravene each supporting declaration of Novuss' objections and cross motion to quash and or strike]. If we let the record be struck how would the court know the truth? Just from my contravening declaration? Now the court needs the attached exhibits to all prior declarations].

PG 1 Para 2 [i] Participation in the interview of prospective senior Executives, and for a term of ten years. Mr. Main took this job and position very seriously and he advised me and some of those in attendance at the meetings leading up to his decision to become a founder, that he had investigated me from top to bottom, was not concerned with all the fraud allegations on the internet about me as he knew that I had never lost a suit as a defendant! He committed to work till 75 [SEE Exhibit A PG 1 Para3] so it was a life time commitment he was making to leave his chiropractor practice.
See ex A pg 2 Para 4 Compensation; a) demonstrates that he does not receive any compensation until."...as, if and when cash flow permits". Thus demonstrating he knew no one else had invested yet and the $1,000,000.00 fee he alludes to that CBI could have earned it forgave, so that there was no income to report as it never received a dollar of the Million dollars as he omits material facts when he makes his declaration1[He is a good man; Right! By the way his compensation of $5,000.00 /month was an expense reimbursement advance so he owes it all back. Right? All the 6 other co-conspirators were paid advances against their own IRAs stock purchase redemption so they owe all the money back as well, if this motion to dismiss is denied! [That amounts to about $350,000.00!
The contract provides Main with monthly compensation that goes up to $18,500.00/month once Main selects WMMA's hard cash investors and so he had an incentive to really show WMMA's best foot. My MKMA compensation has nothing to do with an investment and is only A STANDARD HEAD HUNTING FEE REGARDLESS OF WHETHER THE PERSON INVESTED AND OR WAS A SWEAT EQUITY EMPLOYEE! See Exhibit A Pg 2 Para[i]; then See Exhibit A para 4 [ii] when WMMA generates positive cash flow his compensation goes up to $41,666.00/month[a cool $500,000.00/year] More than the court for a chiropractor! More than what CBI/MKMA generated in cash by 2 fold and 3 people worked full time for 26 months up to June 1 ,2012 and then 2 people worked 5 days a week for 2 years almost for free! Exhibit A pg 2 para 4 states that the senior exec comp.."is a non refundable advance and will continue and not be tolled...". Some deal this poor chiropractor negotiated! Para 5 states his shares were founder shares and there is no question he jointly formed WMMA Holdings as a co-incorporator. He was fully responsible to all subsequent investors as he knew he was first, and I will produce 6 witnesses that will testify to that fact.

See Exhibit A pg 3 para 5 wherein he certifies that he is an accredited investor within the meaning of the securities Act of 1933;"that he can bear the economic risk of the investment.. and that you can bear the economic risks of the investments...".
See Exhibit A pg 4 para5:

"...you warrant that you are prepared to accept the risk of loss of a portion and or all of the investment..."a

The agreement has a strong non-compete [which is why they want to bankrupt the WMMA to expunge that liability and to run off and compete and steal WMMAs intellectual property.] The signature page does not have my name on it.
However of even more importance is the Exhibit A1, the commission agreement with MKMA and WMMA. et al and Main. This document proves how much of a charlatan he is: See Exhibit A1 pg4 Para 13: Main "...acknowledges that he has been informed on Edward Michael Daspin's...background and he herby agrees and acknowledges that he has received full and proper disclosure. Main acknowledges that he has reviewed Mr. Daspin's personal web site [www.daspinandco.com]. THAT WEBSITE contains my felony disclosure and refers to many suits and proves that this man just tried to get me convicted of a felony by making his disingenuous declaration and by using the false allegations, as Sullivan and Bederjiklan to press this court to strike the prior declarations that prove my and the other "alleged

cronies' are innocent. It is the McFarlane group that this court needs to be protected from being falsely influenced. This is why this court needs to give the interim trustee time to find the truth.

Additional proof of the falsity of the allegations in Main's declaration is attached as Exhibit B (a email demonstrating Main voluntarily terminated contrary to his declaration's allegations. Also attached as Exhibit C is a Doug Main email to teamwmmasports.com dated Sunday January 9, 2011 regarding his review of the WMMA overview he co-prepared contrary to his allegations in his declaration and further it was not sent to Mr. Daspin, but to the WMMA team consisting of about ten people. At the bottom of Exhibit C Main states "... much of the text from the overview will be in the body of the RP contracts and PPM...". Main was WMMA's President and acted accordingly. Enclosed as Exhibit D is another Doug Main email of Sunday January 9, 2011 the WMMA team regarding financial projections. It is addressed to Mike N (Nwogugu), not Daspin! It proves Doug Main was a co-architect of all the projections contained in the PPMs contrary to the allegations in his declaration. A Doug Main email of Sunday, January 2, 2011 subject "how it works". In this email Doug Main is instructing Mike Daspin to assist him with Main's changes and additions to the PPM, thus proving that Main was using Daspin and CBI as consultants and not vice versa. Main was in control as the prior organizational chart we submitted with our prior declaration proves. Enclosed is Exhibit E is a Doug Main email to Luigi Agostini of December 17, 2010 regarding "the draft Regional Promoter Overview" and to be attached to WMMA's PPM. This email proves the even Luigi Agostini, the WMMA chairman, was being instructed by Doug Main of how to spin the PPM and its contents. This absolutely proves Main's declaration allegations that he knew nothing about PPMs is ridiculous. In this Exhibit Main states "... we have to be able to recite it (the PPMs) in our sleep (fees, these comma percentage This proves the following: Main is performing his Presidency and on the email Luigi responds and informs Main of the costs that WMMA may have to incur to pay for Barry Jeryll's flight tickets. Main gave Luigi permission and WMMA sent the check. Main was in control all the way.

The same false allegations in Main's declaration flows through to Sullivan and Bederjikian and vice versa. Sullivan and Bederjikian co-conspirator agreement is documented in the June 19, 2012 dishonest shareholders meeting where they can be heard collaborating to say bad things about Ed (Edward Michael Daspin). The court has a copy of their employment agreements previously sent which demonstrates the Edward Michael Daspin signed their agreements with his entire name, so their allegations that they did not know his name is absurd.

Herewith I state that all of the allegations contained in Main', Sullivan's, and Bederjikian's declarations are false, except for their names, addresses, and signatures. The declarations that Ms. Richter wishes to strike prove the falsity of their declaration's allegations. For instance, none of the three were terminated from their job by WMMA. They voluntarily were terminated and WMMA sent them notice acknowledging the voluntary termination by their not making themselves available every day pursuant to their contract. Previously submitted, Sullivan's contract and/or WMMA's acknowledgement of his termination and if the court requests, I can find and attach them when I have more time.

I declare under penalty of perjury under the laws of the United States, that the fore- going is true and correct [except for opinions which I respectfully make reservations about [i.e. Ms. Richter ducking Mr. Shapanka's call]. I also declare, under penalty of perjury under the laws of the United States, that all the previous declaration[s] I made and submitted to this court as referred to in Para 6 A-E and their respective foregoing[s] were true and correct and continue to be true and correct.

Executed this 19th day of May, 2014 at Boonton New Jersey.

5/19/2014

Edward Michael Daspin
as an individual and as pro se
[redacted]
Boonton, NJ [redacted]
[redacted]
973-588-4787 Fax
[redacted]@optonline.net

EXHIBIT A

WMMA Holdings, Inc.
123 Town Square Place, #166 · Jersey City, NJ 07310
www.wmmasports.com

December 13, 2010

RE: Letter Agreement

Mr. Doug Main
[redacted]
Boonton, [redacted]
Tel: (201) [redacted]
Email: [redacted]@optonline.net

Dear Mr. Main,

After discussions with some of the Senior Executives of WMMA Holdings, Inc., a corporation to be formed ("WHLD"), and its affiliates, it gives us great pleasure to offer you the position(s) as a Board Member (as Secretary of the Board of Directors) and President of Worldwide Mixed Martial Arts Sports, Inc. ("WMMA"), Worldwide MMA USA, Inc., ("WUSA"), and American Graphic Industries, Inc, ("AGI").

1. **About CBI:** Consultants for Business Industry, Inc., ("CBI") is WMMA/WUSA's exclusive provider of services - such as merger & acquisition, Senior Executive recruitment, capital/equity raise and/or negotiations for fee(s) at reduced rates and as may be limited by agreement(s) that these entities may execute with Joint Venture Partners ("JVPs").

2. **Title and Engagement:** As a Board Member and President of WMMA/WUSA your responsibilities will include but are not limited to a) Assist the CEO in planning and directing all aspects of the organization's policies, objectives, and initiatives; b) Assist in Research & Market Development c) Participate in the development of WMMA's business model and in building WUSA to its true potential d) Assist in the preparation of WMMA/WUSA's Private Placement Memorandum(s) ("PPM") e) Fighter relations leading up to fighter contract execution and closing f) Development of WMMA subsidiaries' standard operating procedures for pre-fight physical examination and compliance in accordance with each State's Mixed Martial Art requirements (i.e., drug testing, etc.) g) Interfacing with Ringside Physicians h) Other Role(s) that your talent(s) can provide value for the organization i) Participation in the interview of prospective Senior Executives j) Overseeing WUSA's Operations and WMMA's International Operations.

   Your responsibilities will be carried out from WMMA/AGI's Corporate Headquarters in New Jersey. Your position will require some travelling in the U.S. and abroad, therefore you agree to travel during the term of this agreement.

3. **Term:** The term of this agreement is for Ten (10) Years and automatically renewable for an additional Five (5) Year term(s) at the mutual consent of the Parties executing this Agreement and health permitting, until the retirement age of Seventy-Five (75).

Initial(s): WHLD [illegible], WMMA [illegible], WUSA [illegible], AGI [illegible], DM [illegible]

4.e **Compensation:** Your compensation shall be as follows:e

a)e As and when cash flow permits, you will receive an advance (non refundable) of up to Fivee Thousand U.S. Dollars (US$5,000.00) per month (this amount may be adjusted periodically),e as expense reimbursement payable to you on the Fifthteen (15th) Day of every month from thee date of this Agreement.e

b)e Further, in addition to the monthly advance discussed herein and above, you will receive thee following *additional* compensation(s):e

i.e When the first Two Million, Five Hundred Thousand U.S. Dollars (US$2.5MM) ise raised by WMMA/WUSA, you will receive a compensation of Twelve Thousand,e Five Hundred U.S. Dollars (US$12,500.00) per month at such time as W-1099e Income. At the time the next Two Million, Five Hundred Thousand U.S. Dollarse (US$2.5MM) is raised, the W-1099 compensation will subsequently become salarye compensation and the W-1099 compensation will then be terminated thereafter.e WMMA/WUSA will increase this salary compensation up to Eighteen Thousand,e Seven Hundred and Fifty U.S. Dollars (US$18,750.00) per month at such time.e

Your compensation (as well as other certain key WMMA/WUSA Senior Executive'se under contract) will be deferred and accrued until the minimum of equity discussede above has been met and at that time paid in full or a portion thereof as a bonus.e

ii.e When WMMA is generating on a consolidated basis Two Million U.S. Dollarse (US$2MM) pre-tax profit per month for three consecutive months, youre WMMA/WUSA salary compensation will be adjusted to Twenty Thousand, Threee Hundred and Thirty Three U.S. Dollars (US$20,333.00) per month. If WMMA ise generating on a consolidated basis Five Million U.S. Dollars (US$5MM) pre-taxe profit per month for three consecutive months, your WMMA/WUSA salarye compensation will then be adjusted to Forty-One Thousand, Six Hundred and Sixty-Six U.S. Dollars (US$41,666.00) per month.e

At no time will WMMA and its affiliates be permitted to expend more than Fifty (50%) Percent of WMMA's consolidated tangible equity on Senior Executives' cash compensation. If there are any situations and/or circumstances that could cause WMMA/WUSA to expend a greater percentage of its consolidated equity more than Fifty (50%) Percent, all cash compensation for all of WMMA/WUSA's Senior Executive(s) will be tolled until such time a) WMMA/WUSA's equity increases sufficiently to uplift the cap; b) until WMMA's consolidated cash flow-to-debt service ratio is at least 1:1 after deducting the WMMA/WUSA's Senior Executive team's compensation which will be treated as operating expenses; or c) until pre-tax profit is a minimum of one dollar of pre-tax for every dollar of Senior Executive's compensation. However, the non-refundable advance(s) will continue and not be tolled. In such instance(s), when Senior Executive's compensation are tolled, interest on the tolled amount will accrue on the deferred portion at a rate of Five Percent (5%) simple interest, per annum and be paid as soon as cash flow-to-debt service ratio are restored.

5.e **Company Share(s):** You will be issued the following Founder Share(s) as a Partner from eache company listed below for your investment of Three Hundred and Thirty-Three Thousand U.S. Dollarse (US$333,333.00) of which Two Hundred and Fifty Thousand U.S. Dollars (US$250,000.00) is duee upon execution of this agreement and the remaining Eighty-Three Thousand, Three Hundred ande

Initial(s): WHLD ____, WMMA ____, WUSA ____, AGI ____, DM ____

Thirty Three U.S. Dollars (US$83,333.00) is due by March 31, 2011.

- WMMA Holdings, Inc. ("WHLD"):
  - WHLD will issue to you as Founder's Shares, shares of its Common Stock that represent approximately Two and One-Half Percent (2.5%) of its adjusted issued Founders shares as of January 2011; and the Stock Certificates for such shares shall bear legends that state that such stock is Restricted Stock. All WHLD Shares are subject to dilution for value-added consideration received. Currently, WHLD is the majority shareholder of WMMA and AGI.

- Worldwide Mixed Martial Art Sports, Inc. ("WMMA"):
  - WMMA will issue to you, shares of its Common Stock that represent approximately One and One-Half Percent (1.5%) of its adjusted issued Founders shares as of January 2011; and the Stock Certificates for such shares shall bear legends that state that such stock is Restricted Stock. All WMMA Shares are subject to dilution for value-added consideration received. Currently, WMMA is the majority shareholder of WUSA.

- American Graphic Industries, Inc. ("AGI"):
  - AGI will issue to you. Ten Thousand (10,000) Shares of its Class-B Common Stock as Founders' Shares; and the Stock Certificates for such shares shall bear legends that state that such Stock is Restricted Stock (the "AGI Shares"). AGI is authorized to issue 25,000,000 Shares of Class-B Common Stock, of which 12,750,000 Class B Common Shares have been issued to AGI's Founders. AGI is also authorized to issue 25,000,000 Shares of Class-A Convertible Preferred Stock (Convertible to 12,250,000 shares of AGI Class B Common Stock). All AGI Shares are subject to dilution for value-added consideration.

The above the WHLD Shares, the WMMA shares and the AGI Shares are collectively referred to as the "Contract Founders' Shares".

Further, you certify that you are an "Accredited Investor," as defined in Rule 501 of Regulation-D of the US Securities Act of 1933. You also understand that both WHLD/WMMA/AGI's Common Stock has not been registered under either the Securities Act of 1933 as amended (the "Securities Act"), or the securities laws of any State or Country, and that WHLD/WMMA/AGI may not so register it's Common Stock, and therefore, you must bear the economic risk of this investment for an indefinite period of time because WHLD/WMMA/AGI's Common Stock cannot be sold or offered for sale unless subsequently registered or an exemption from registration is available.

You also understand that there is no present market for resale of WHLD/WMMA/AGI's Common Stock and there is no assurance that any secondary market will develop. You also certify that you are the sole party in interest in the subscription to the WHLD/WMMA/AGI's Common Stock and are acquiring the shares of WHLD/WMMA/AGI's Common Stock for investment purposes. You represent that you have adequate means to provide for your current financial needs and contingencies and that you have no need for liquidity with respect to this investment in WHLD/WMMA/AGI's Common Stock and that you can bear the economic risks of the investment.

As a result of the above, you understand that WHLD and/or its affiliates are subject to instability and you have warranted that you are prepared to accept the risk of loss of a portion and/or of all of the entire investment. You herewith release and hold harmless WHLD and/or its affiliates and all of their respective officers, directors, stockholders, consultants, agents and/or employees from any damage(s) you may sustain with respect to a) Non-disclosure of any aspect of WHLD and/or its subsidiaries and b)any loss, damage or expense incurred by you with respect to this transaction.w

6.w **Bonuses:** MMA or WUSA will pay you a Share of Ten (10%) Percent of their respective monthly pre-w tax income and such cash bonus paid to Senior Executives will be paid monthly. Any such bonusw distribution(s) are subject to WMMA and/or WUSA's Board of Directorw vote as to as whatw percentage of the Ten (10%) Percent you should receive for your performance for each month thatw bonuses are distributed.w

7.w **Health Benefits:** You will be eligible to receive Health benefits when WMMA and/or WUSA obtain aw Health-benefits program which will not occur until WMMA starts paying its Senior Executives theirw contractual salaries. You will be responsible for the payment of the deductible amount and you willw contribute up to Fifty (50%) Percent of the monthly premium cost(s). WMMA/WUSA will pay all thew premium cost(s) once WMMA (on a consolidated basis), is generating annual Net Income (after taxes)w greater than Ten Million U.S. Dollars (US$10MM).w

8.w **Other Benefits:** You are entitled to Four (4) Weeks, annual paid vacation, plus the Company's regularw holiday days authorized by WMMA's BOD and up to One (1) month non-paid time off provided youw adequately cover your work flow.w

9.w **Business Expenses:** You will be reimbursed for any reasonable business and travel related expensesw except for travelling to and from WMMA/WUSA's Corporate Headquarters in New Jersey providingw such expenses are pre-approved in advance.w

10.w**Non-Disclosure/Other:** You agree and acknowledge that you have a fiduciary duty to WHLD,w WMMA, WUSA and AGI and their affiliates, and that you will not disclose and/or use, for your ownw benefit, any "Confidential Information" you gain/gained as a direct and/or indirect result of enteringw into this agreement and that you gained prior to execution and after you executed WMMA'sw confidentiality agreement. Further, you agree not to disclose the terms and conditions of this agreementw to any individual and/or third party. You understand that during the term of this agreement yourw loyalty, integrity and performance will be required by WHLD, WMMA, WUSA and AGI and theirw affiliates and each they rely on that. In the event that you terminate the agreement, you agree that youw will not directly and/or indirectly compete with WHLD, WMMA, WUSA and AGI and their affiliatesw for a term of Three (3) years from the date thereof and further you acknowledge WHLD, WMMA,w WUSA and AGI and their affiliates would be irreparably harmed if you violate the non-compete and/orw disclose the "Confidential Information" you have been exposed to by WHLD, WMMA, WUSA andw AGI and their affiliates.w

11. **Termination:** In the event WMMA terminates you, at your option, it will repurchase the Founder Shares for each of the aforementioned corporation(s) at the price equal to your cost herein, minus the monthly PR expense account for each month you rendered services to WMMA and its subsidiaries and any bonuses you received up to the "Termination Date". The repurchase will be paid within Thirty (30) Days after the "Termination Date" provided WMMA has a minimum of Two Million, Five Hundred Thousand U.S. Dollars (US$2.5MM) in its banking account. In the event WMMA does not have a

Initial(s): WHLD ___ WMMA ___ WUSA ___ AGI ___ DM ___

minimum of Two Million. Five Hundred Thousand U.S. Dollars (US$2.5MM) in its banking account. then WMMA shall pay you the amount over a Twenty-Four (24) Month period with payment(s) made in Twenty-Four (24) equal monthly installment(s) with simple interest computed at Four (4%) Percent, per annum. If any time after the monthly payment(s) commence, and if WMMA has the appropriate fund(s) in its banking account. WMMA will accelerate the remainder due on the note providing after payment, a minimum of Two Million, Five Hundred Thousand U.S. Dollars (US$2.5MM) is left in its banking account.

In case of a death or disability, the Contract Founder Shares may be transferred by your legal representative to your heir provided all the terms and conditions of those Shares in this Agreement are met.

12.a **Entire Agreement:** You agree a) that you have jointly prepared this agreement b) that you have hada the opportunity to show this agreement to your professional advisors and/or attorney c) that thisa agreement, together with the representations and warranties which may be contained herein, embodies the entire agreement and supersedes all prior arrangements, understandings, negotiations, discussions,a facts and/or omissions. Further, you agree that there are no restrictions, promises, representations,a warranties, covenants or undertakings other than those set forth and referred to herein and that in thea event of a dispute the Party's agree not to raise any issues intrinsic to the four corners of thisa agreement.a

13.a **Choice of Forum:** The parties to this agreement hereby agree that any action and/or disputes arisinga out of and/or as a result of this agreement shall be decided by a NON JURY proceeding in the Superiora Court of Morris County Law Division, New Jersey which shall have the exclusive jurisdiction anda venue in any such action and that New Jersey law shall apply. This agreement will be ruled upon aa Court of Law.a

In the event you agree to the qualifications, disclosures, terms and conditions as contained herein and above, please sign in the space provided below.

We look forward to a mutually satisfactory partnership.

Respectfully,

WMMA Holdings, Inc. ("WHLD")

Worldwide Mixed Martial Arts Sports, Inc. ("WMMA")

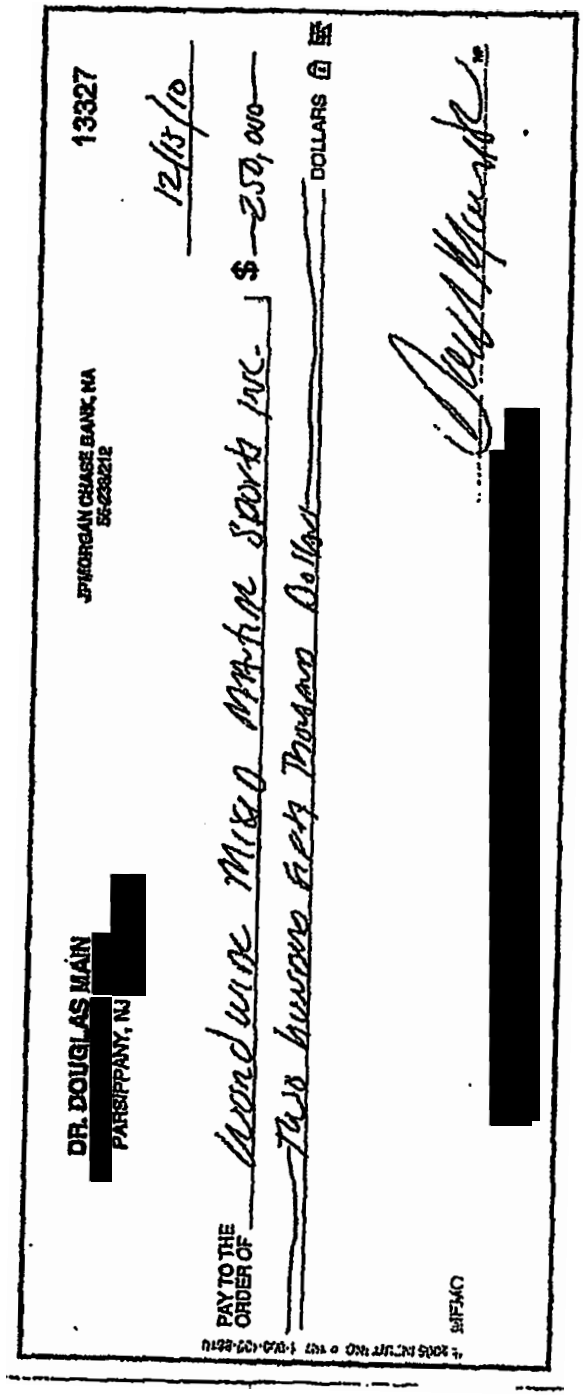
Worldwide MMA USA, Inc. ("WUSA")

Agreed and Accepted:

Doug Main ("Individually")

American Graphic Industries, Inc. ("AGI")

Initial(s): WHLD ___, WMMA ___, WUSA ___, AGI ___, DM ___


DR. DOUGLAS MAIN
PARSIPPANY, NJ
JPMORGAN CHASE BANK, NA
13327
12/13/10
PAY TO THE ORDER OF
DOLLARS

TD Bank
America's Most Convenient Bank®

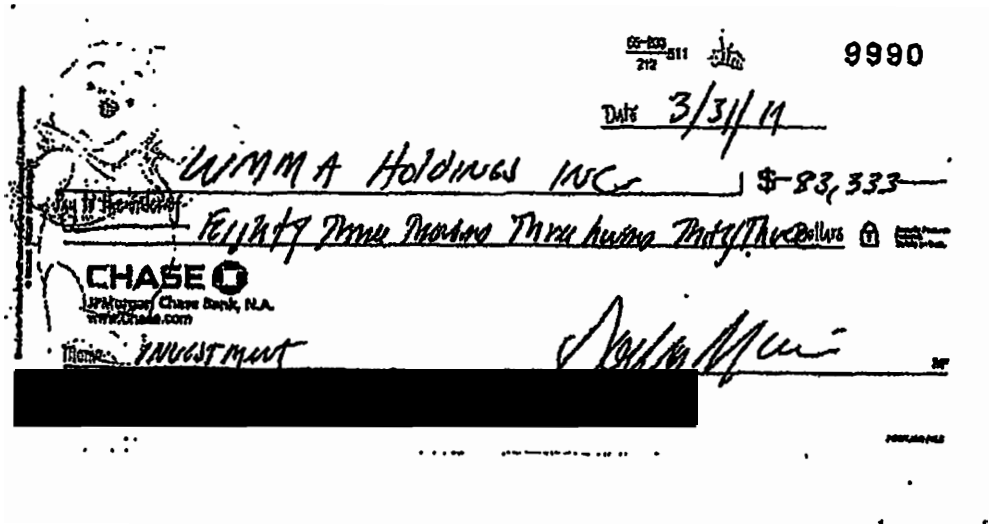
Thank You

1-888-751-9000
www.tdbank.com

55 11:11AM . 12/16/10 04 ###6883
Commercial Deposit $250,000.00
Parsippany 04 5568 868

50-0178 09/09

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
ALL ITEMS ARE RECEIVED SUBJECT TO VERIFICATION,
COLLECTION AND THE PROVISIONS OF ANY APPLICABLE COLLECTION AGREEMENT
TD Bank, N.A.



9990

Date 3/31/11

UMMA Holdings INC $83,333

Eighty Three Thousand Three hundred Thirty Three Dollars

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

Memo INVESTMENT

[redacted]

COMMISSION AGREEMENT EXHIBIT A1

This Commission Agreement ("Agreement") is between MacKenzie Mergers & Acquisition, Inc., and/or its assignee ("MKMA"), American Graphic Communication & Distribution Services, Inc., and its affiliates collectively ("AGCDS"), Worldwide Mixed Martial Arts Sports, Inc., and its affiliates collectively ("WMMA") and Douglas Main, an individual ("Main"). MKMA, AGCDS, WMMA and Main are collectively referred to the Parties to this Agreement.

In consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

1.a MKMA BUSINESS DESCRIPTION & FEE(S): MKMA's business includes but is not limited toa merchant banking, negotiation, deal making, consulting, mergers and acquisitions, human resourcea services, etc., for fee(s) described herein and below. MKMA is the exclusive provider. of theaea service(s) and has the exclusive Service Agreement(s) with the corporate client(s) ("Client Companya or Client Companies") below which includes and extends to any corporation(s) ("NEWCOS") each respective Client Company forms in the future:a

a.a American Graphic Communication & Distribution Services, Inc., and its affiliatesa ("AGCDS"), a Nevada C-Corporationa

b. Worldwide Mixed Martial Arts Sports, Inc., and its affiliates ("WMMA"), a Nevada C-Corporation

As if and when the companies above utilize any of the direct and/or indirect efforts of MKMA's employees and/or consultants, the maximum hourly rate(s) MKMA bills are between US$200.00 to US$350.00 per hour depending on whether such service(s) are rendered by a MKMA a) Vice President- Two Hundred U.S. Dollars (US$200.00) per hour, b) Senior Vice President- Three Hundred U.S. Dollars (US$300.00) per hour, c) President and/or CEO/Chairmen- Three Hundred and Fifty U.S. Dollars (US$350.00) per hour.

a. <u>MKMA Human Resource Services:</u>

With respect to human resources and recruiting of C-Level Executive(s), Sales Executive(s) and/or Officer(s), MKMA's customary fee(s) pursuant to a Service Agreement and providing that MKMA participated directly and/or indirectly in any portion of the transaction(s) are as follows:

If an Executive and/or Sales Executive participate in a Sweat Equity transaction, MKMA will receive a Ten Percent (10%) override paid monthly on all compensation the Executive and/or Sales Executive directly and/or indirectly receives from a Client Company until MKMA receives a minimum payment of Twenty-Five Thousand U.S. Dollars (US$25,000.00). Thereafter, MKMA will receive a Five Percent (5%) override beginning the month after MKMA receives Twenty-Five Thousand U.S. Dollars (US$25,000.00) on any compensation the Executive and/or Sales Executive directly and/or indirectly receives in excess of Ten Thousand Four Hundred and Sixteen U.S. Dollars and Sixty-six Cents (US$10,416.66) per month for a period of Five (5) Years from the Executive and/or Sales Executive's and Client Company's Agreement date.

If a Client Company Officer, recommended by MKMA, participates in a Non-Sweat Equity transaction, MKMA will receive a minimum payment of Twenty-Five Thousand U.S. Dollars (US$25,000.00) from the Client Company, as against Twenty-Five Percent (25%) of the Executive's first year's compensation, plus perks, and benefits of every kind and nature paid to the Officer. In addition, MKMA will receive a Five Percent (5%) override beginning the second year of the Officer's Agreement with the Client Company on any compensation the

Initial(s): MKMA _____ AGCOS _____ WMMA _____ DM _____

Officer directly and/or indirectly receives in excess of Ten Thousand Four Hundred andn Sixteen U.S. Dollars and Sixty-six Cents (US$10,416.66) per month from the Officer's andn Client Company's Agreement date.

b.n Negotiation of Transaction(s)/Contract(s):n

MKMA will receive from a Client Company a flat rate fee of Twenty-Five Thousand U.S. Dollars (US$25,000.00) in lieu of an hourly rate for MKMA's employees and/or consultants to negotiate transaction(s)/contract(s) with (i.e., Regional Promoters, Advertisers, Television Networks, Vendors, Joint Venturers, Investors, etc.).n

In addition, MKMA will receive from a Client Company Two Percent (2%) of the value of the transaction(s)/contract(s) as such funds become available and paid on a monthly basis for a period of Five (5) Years from the contract's date (i.e., If MKMA participates directly and/or indirectly in negotiating a Television Agreement for WMMA and if WMMA receives $1MM per month as result of the transaction, MKMA will receive $20K per month from the Client Company and/or If MKMA participates in a strategic plan which assists AGCDS to enter inton contract(s) with retail resellers of WMMA branded products and/or closed circuit Pay Per View which produces monthly revenue of $100K per month for AGCDS, MKMA willn receive $2K per month from the Client Company).n

Any deferred obligation(s) on WMMA/AGCDS's balance sheet owed to MKMA will only be paid to MKMA and the beneficiaries of the discount(s) discussed herein and below, whether or not it's an Executive, Sales Executive, and/or Officer of a Client Company, at a rate not to exceed Ten Percent (10%) of any equity raised and/or Ten Percent (10%) of AGCDS/WMMA's pre-tax profits on a monthly basis.

The MKMA fee(s) discussed herein and above are subject to change with the mutual consent of MKMA and the Client Companies and the discount available to Main may be altered as a result thereof but not retroactively. MKMA hereby agrees to notify Main of any MKMA fee changes.

2.n DUTIES: Main and other Client Company personnel may assist MKMA and participate in portion(s)n of the interview of prospective Investor(s), Vendor(s), Advertiser(s), Sponsor(s), Officer(s),n Executive(s) and/or Sales Executive(s), etc., for MKMA's client(s) which may include support inn functional areas of a) human resources, b) recruitment and employment, c) job evaluation, d) organization development and employee relationship building e) negotiations and f) training, atn MKMA's sole discretionn

Main shall lack authority to bind MKMA and/or the Client Companies to any Agreement(s) and/orn Contract(s) until Main obtains written consent from both MKMA and its Client Company in writing.n

3.n COMMISSION: The Client Companies, WMMA and AGCDS, shall pay Main the followingn commission percentage(s) as W-1099 compensation pursuant to MKMA's Service Agreement with each Client Company and which Main provides services forn

a)n If Main assists MKMA in providing its service(s), MKMA will discount its fee(s) for service(s) by Fifty Percent (50%) to the Client Company and Main may receive all of the discount and/or a portion of the discount up to Fifty Percent (50%) of the MKMA fee(s)n generated from a) MKMA Human Resource Services and b) Negotiation ofn Transaction(s)/Contract(s) discussed herein and above for Main's participation. Then percentage will be based on MKMA's recommendation and the Client Company'sn approval as to the exact percentage Main will receive for his contribution of eachn transaction consummated, if any.n

Further, if MKMA extends credit by taking deferred payment(s) from the Clientn Companies, Main's portion of the discount will be paid in lockstep with MKMA'sn acceptance of deferred payment(s) from the Client Company.n

Initial(s): MKMA _____ AGCDS _____ WMMA _____ DM _____

This Agreement shall not render Main an employee, agent, partner, or joint venturer with MKMA. MKMA has no obligation to pay Main.

4.t EXPENSES: MKMA shall not be obligated to reimburse Main for any additional expenses incurred in the performance of services pursuant to this Agreement.t

5. TERM: The term of this Agreement is equal to the term outlined in Main's Worldwide MMA USA, Inc. ("WUSA") Employment/Consulting Agreement (WUSA is an affiliate of WMMA). In the caset Main terminates his contract and is no longer providing his full-time services to WUSA or if WUSA terminates Main's contract, this Agreement will be contemporaneously cancellable and deemed null and void without any penalty. Main shall be compensated up to any "Termination Date," except that any deferred obligations that AGCDS, WMMA and/or NEWCOS owe will be continued to be paid subsequent to the Termination Date provided that Main honors his Non-Disclosure Agreement(s) with the Client Companies and MKMA.t

Any notice shall be deemed sufficiently given and/or served if sent by electronic mail and/or United States certified mail, return receipt requested, addressed as follows:t

If to MKMA to:	If to the Main to:
c/o MacKenzie Mergers & Acquisition, Inc. ("MKMA") 150 Clove Rd, 11Flr. Little Falls, NJ 07424	Mr. Doug Main [redacted] Boonton, NJ[redacted] Tel: ([redacted] Email: [redacted]@optonline.net

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

6.t MODIFICATION: This Agreement may not be modified except by amendment reduced to writing and signed by MKMA, AGCDS, WMMA and Main. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.t

7.t ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions between the Parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in Main's duties and/or commission will not affect the validity or scope of this Agreement.t

8.t GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION AND VENUE: Main hereby expressly consents to the personal jurisdiction and venue of the State Court located in Morris County, New Jersey (NJ), Law Division. This Agreement will be governed by the laws of the State of New Jersey without regard to conflicts of laws principles for any lawsuits filed, question, action controversy and/or disputes arising out of and/or as a result of this Agreement and shall be decided by a NON-JURY proceedings in the Superior Court of NJ which shall have the exclusive jurisdiction and venue in such case.t

9.t SEVERABILITY: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect and this Agreement shall be interpreted to provide MKMA the maximum protection at law and/or in equity if a provision of this Agreement is unclear and/or in conflict with an existing or to be established law.t

Initial(s): MKMA [signature] AGCDS [signature] WMMA [signature] DM [signature]

10.oCONFIDENTIALITY, ASSIGNMENT AND SOLICITATION: Main shall keep MKMA's business secrets, including but not limited to the contents of this Agreement, customer, supplier, logistical, financial, research, and development information, confidential and shall not disclose them to any Third Party during and after termination of this Agreement without the written consent of MKMA. Main also agrees that he will not solicit or accept any solicitation from any individual and/or entity that competes with MKMA and/or its Client Companies during the term of this Agreement and for a period of three years after the termination of this Agreement. Further, Main may not assign this Agreement.o

11.oINDEMNIFICATION: Each Party shall indemnify, defend and hold the other Party (and any other relation to the other Party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this Agreement.o

12.oHEADINGS: Section heading(s) are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.o

13. ADDITIONAL ACKNOWLEDGMENTS: Both Parties acknowledge and agree that: (a) the Parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the Parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the Parties have sought the advice of an attorney and/or a professional advisor of their respective choice if so desired prior to signing this Agreement (d) Main acknowledges that he has a Fiduciary duty at law and in equity to the interest of the Client Companies discussed herein and above and not to MKMA, however in the event for any reason Main's participation in a transaction adversely affects the outcome of such transaction, MKMA will notify Main in writing of its objection and in the event another similar instance occurs, MKMA shall have the right to terminate this Agreement and MKMA will no longer be obligated to discount it's bills to the Client Company nor will Main receive any compensation after any Termination Date except that any deferred obligations that AGCDS, WMMA and/or NEWCOS owe will be continued to be paid to Main until Main is paid in full provided that Main honors his Non-Disclosure Agreement(s) with the Client Companies and MKMA; (e) Further, Main acknowledges he has been informed on Mr. Edward M. Daspin's, the Chairman of MKMA, background and he hereby agrees and acknowledges that he has received full and proper disclosure. Main also acknowledges that he has reviewed Mr. Daspin's personal website (www.daspinandco.com).

14.oFURTHER DOCUMENT: If any other provisions or Agreements are necessary to enforce the intent of this document, both Parties agree to execute such provisions or Agreements upon request.o

This Agreement, consisting of Four (4) Pages, including this page, is entered into this 9th day of August, 2011 by and between the following Parties:

MacKenzie Mergers & Acquisition, Inc., ("MKMA") E. M. DASPIN

Douglas Main ("Main")

American Graphic Communication & Distribution Services, Inc., and its affiliates ("AGCDS")

Worldwide Mixed Martial Arts Sports, Inc., and its affiliates ("WMMA")

Initial(s): MKMA _____ AGCDS _____ WMMA _____ DM _____

EXHIBIT B

From : Doug Main <dmain@wmmasports.com>

To : Luigi <lagostini@wmmasports.com>, Ed <emd@wmmasports.com>

Reply to : dmain@wmmasports.com

Subject : Board of Directors

Date : Tue, 04 Sep 2012 09:36:09 -0400

09/4/12

Re: Resignation

Dear Board of Directors, and Partners,

I announce my immediate resignation of my Board Member position at Worldwide Mixed Martial Arts Sports, Inc., and WDI. Please remove that title from all company literature immediately.

Sincerely,

Douglas Main

--
Worldwide Mixed Martial Arts Sports, Inc.
150 Clove Road, 11th Floor, Little Falls, NJ 07424
office - 973-826-7735
cell - [redacted]
fax - 201-204-9990
www.wmmasports.com

EXHIBIT C

Quota : 9.1% of 5.0GB

- emdaspin@optonlin...
- 6 FINAL PURCHA...
- Adam Berkson
- Andrea Smith
- Andrew Mains
- Andrew Wises
- Andrew Young
- Anthony Batarse
- Ara Bederjikian
- Barry Jarrell
- Beryl W.
- Bottleing Plant
- Bulk Mail (Delete All)
- CAPITAL CORP. O...
- CHAMCO
- Carol Goodman
- Cecchis
- Chris Lynchs
- Craig Eatons
- Cynthia Coley-Stok...
- DOJ
- Dana Walicky
- Darin Helsterkamps
- Dave Frismans
- Dave O'Donnell
- Dentamachs
- Donald Lockets
- Doug Main
- Draftss
- EQBs
- Edward Michaels
- EnColls
- Final Document Suit
- Frank Prices
- GPCS
- Gary Aligiers
- Geoffrey Lus
- Georgios
- Global Prosthetics
- Gregg Langes
- Harry Gatleys
- Jacobs
- Jamie Ackermans
- Jim Bettinger

Delete Spam Reply Reply All Forward Forward Ins

Subject	Fwd: Overview
From	Luigi Agostini <lagostini@wmmasports.com>
Date	Sunday, May 18, 2014 8:43 pm
To	emdaspin <emdaspin@optonline.net>

========== Forwarded message ==========
From : <dmain@wmmasports.com>
To : "teamwmma@wmmasports.com" <teamwmma@wmmaspc
Date : Sun, 09 Jan 2011 18:01:34 -0500
Subject : Overview
========== Forwarded message ==========

Guys,

The overview is looking pretty good. There are a few additions

1. Change the text from 8 to 16 RPs, or represent 8 first - req
2. Purse amounts for quarter and semi finals of US and World
3. Sam's toumament diagrams
4. Mike N, and Sam's financial projectionss

Then we are done.

Much of the text from the overview will be in the body of the RI

We are making great progress.

Doug

From <[redacted]@optonline.net>
Subject: Fwd: Financial Projections
Sent date: 05/19/2014 10:57:32 AM
To: <lmay@mkmainc.com>
Attachments: Rfc822 01.dat [5 KB]

EXHIBIT D

LARRY EXD

The following are the headers for this message/rfc822 message.

Date: Sun, 18 May 2014 20:43:15 -0400
Subject: Fwd: Financial Projections
From: Luigi Agostini <lagostini@wmmasports.com>
To: emdaspin <[redacted]@optonline.net>

========== Forwarded message ==========
From : <dmain@wmmasports.com>
To : "teamwmma@wmmasports.com" <teamwmma@wmmasports.com>
Date : Sun, 09 Jan 2011 11:05:49 -0500
Subject : Financial Projections
========== Forwarded message ==========

Hi Mike N,

I know you and Mike D have tried to simplify the projections. He has asked me to either add to or reiterate some points.

sBased on UFC Facebook membership of 4.5M (approx. 1/2% of the population) they get 1M viewers (30%) fors big fights.s

So based on our membership, project that regional fight viewership will be 12.5%, semifinal 25%, quarterfinal 40% and US final 50%, and 50% will watch the World finals.s

For country projections assume the same percentages.s

When the next three countries cumulatively reach 300M population, take 50% of our US projections ands project that across the five year plan.s

Also, for international viewing, assume the following:s
20% of foriginers membership will watch US finalss
50% of all countries membership will watch world finalss

We hope that these changes can be done in time for Tuesday's meeting. If you are finished before, pleases send to the group so we can review them beforehand.s

I'm going to call you just to confirm you get this email.s

Many thankss

Dougs

MOTIONS:

case3-16509

10/28/18

1]

For good cause shown

defendant Daspin motion to vacate is approved[ ] Denied[ ]

For good cause shown Daspins' motion for legal defense fund cost up to $1,000,000.00

to be paid by this agency is approved[ ]

Denied[ ]

3]for good cause shown Daspins motion for a stay of Judge Murrays

pending case approved [ ]

Denied[ ]

4]for good cause shown

Daspins' motion for the wells letter to be rewritten and or include exculpatory

evidence known by enforcement prior to its submission and anew

complaint issued consistent with the Wells and filed in the Federal district

court,

Newark,NJ. is

approved[ ]

Denied[ ]

5]For good cause shown a whistleblower contract for Mr Daspin and or his assigns

MKMA,and or Cbi :

is approved[ ]

Denied[ ]\The

specifics will be written by the parties to any Whistleblower contract and the

$2,800,000.00

approved[ ]

denied [ ]

by the Commission of the S.E.C ----------

case number 3-16509AT

CERTIFICATE OF SERVICE ON 10/29/18 I SERVICED UPS TO REMIT THIS SERVICE EDWARD M DASPIN----------

THE PRESIDENT OF THE UNITED STATES. THE HONORABLE DONALD J TRUMP

THE VICE PRESIDENT OF THE UNITED STATES THE HONORABLE MICHAEL PENCE

THE HONORABLE SPEAKER OF THE HOUSE, PAUL RYAN

MR FIELD OR THE COMMISSIONERS (3 COPIES)

MS SHIELDS (1 COPY FOR THE JUDGE BRENDA MURRAY;

THE HONORABLE CAROL FEOLAK

MR MCGRATH, MR KOLODNY, MR O'CONNELL, MR SHAPANKA, MR AGOSITINI, MR LUX, MR L CHESTER MAY FOR MKMA & ME FOR CBI, MR LUIGI AGOSTINI (CORPORATE STAFF, MR GARY KRENSEL CORPORATE STAFF)

Em Daspin (D)