

<p>DISTRICT COURT, DENVER COUNTY STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202</p>	<p>DATE FILED: August 30, 2019 5:31 PM FILING ID: 132D71CC42B1F CASE NUMBER: 2019CV33374</p>
<p>Plaintiff: Harvey Sender, as Receiver for Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC.</p> <p>v.</p> <p>Defendants: Russell Becker, Joseph J. Peirce, and Ken Stoltzfus.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Receiver: Michael T. Gilbert, #15009 Patrick D. Vellone, #15284 Jeremy T. Jonsen, #48859 Rachel A. Sternlieb, #51404 ALLEN VELLONE WOLF HELFRICH & FACTOR P.C. 1600 Stout St., Suite 1100 Denver, Colorado 80202 Phone: (303) 534-4499 mgilbert@allen-vellone.com pvellone@allen-vellone.com jjonsen@allen-vellone.com rsternlieb@allen-vellone.com</p>	<p>Case Number:</p> <p>Division/Courtroom:</p>
<p style="text-align: center;">COMPLAINT</p>	

Plaintiff, Harvey Sender, solely in his capacity as Receiver for Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC. (the “Estate”) described below (the “Receiver”) brings the following Complaint.

I. Parties

1. On August 30, 2018, the Court in *Myklebust v. Dragul, et al.* Case No. 2018CV33011 (the “**Receivership Action**”), District Court, Denver, Colorado (the “**Receivership Court**”) entered a Stipulated Order Appointing Receiver (the “**Receivership Order**”) appointing Harvey Sender of Sender & Smiley, LLC as receiver for Gary Dragul (“**Dragul**”), GDA Real Estate Services, LLC (“**GDA RES**”), GDA Real Estate Management, LLC (“**GDA REM**”), and related entities (collectively, “**Dragul and the GDA Entities**”), and their assets, interests, and management rights in related affiliated and subsidiary businesses (the “**Receivership Estate**” or the “**Estate**”).

2. The Receivership Order grants the Receiver the authority in the exercise of his reasonable business judgment to recover possession of Receivership Property from any persons who may wrongfully possess it and to prosecute claims premised on fraudulent transfer and similar theories. Receivership Order 13(o).

3. The Receivership Order also grants the Receiver the authority to prosecute claims and causes of action held by creditors of Dragul and the GDA Entities. Receivership Order 13(s).

4. The Receiver’s principal place of business is at 600 17th Street, Suite 2800, Denver, CO 80202.

5. Defendant Russell Becker resides at 16 La Villita Circle NE, Albuquerque, NM 87112.

6. Defendant Joseph J. Peirce resides at 5125 West Lake Avenue, Littleton, CO 80123.

7. Defendant Ken Stoltzfus resides at 3730 Country Lane, Gordonville, PA 17529.

II. Jurisdiction and Venue

8. Jurisdiction is proper under COLO. REV. STAT. § 13-1-124 and the Colorado Constitution, Article VI, Section 9:

A. Joseph J. Peirce is a Colorado resident subject to general personal jurisdiction in Colorado.

B. Russell Becker is subject to specific personal jurisdiction in Colorado because he was an equity owner in two Colorado limited liability companies, Fort Collins WF 02, LLC and Grandview 06 A, LLC, both of which owned or own real estate in Colorado, and which paid him distributions from Colorado purportedly based on the performance of real estate assets in Colorado, and which are the subject of the claims against him in this case. Mr. Becker also purportedly performed services for both entities in Colorado in exchange for his equity interests.

C. Ken Stoltzfus is subject to specific personal jurisdiction in Colorado because he invested in Fort Collins WF 02, LLC, which is a Colorado limited liability company that owned real property in Colorado, and because he received distributions from Colorado purportedly based on the performance of real estate assets in Colorado, which are the subject of the claims against him in this case.

9. Venue is proper under C.R.C.P. 98(c).

III. General allegations

10. This action arises from a multi-million-dollar fraud and Ponzi scheme Dragul perpetrated in violation of the Colorado Securities Act (the “Act”).

11. From 1995 through 2018, Dragul as the President of GDA RES and GDA REM (jointly, “GDA”), operated a real estate investment business through the use of a variety of investment vehicles in which various persons and entities invested (the “Sham Business”).

12. The Colorado Securities Commissioner and the Colorado Attorney General began to investigate Dragul and the GDA Entities in 2014 after receiving complaints from investors.

13. On April 12, 2018, Dragul was indicted by a Colorado State Grand Jury on nine counts of securities fraud (the “**First Indictment**”).

14. On March 1, 2019, Dragul was indicted by a Colorado State Grand Jury on five additional counts of securities fraud (the “**Second Indictment**”).

15. Dragul solicited investors to purchase membership interests in various limited liability companies/special purpose entities (“SPEs”) that were engaged in the business of acquiring commercial real estate. According to the Complaint for Injunctive and Other Relief filed on behalf of the Securities Commissioner for the State of Colorado in the Receivership Action, from January 2008 until December 2015, Dragul, through GDA, sold more than \$52 million

worth of interests in 14 various special purpose entity LLCs to approximately 175 investors. The following is a list of the 14 SPEs included in the Commissioner's Complaint with the amount raised for each by Dragul from investors:

Propert	Actual Owner of the Property	Bank Accounts Associated with This Offering	Amount Raised
Broomfield	Broomfield Shopping Center 09 A, LLC	GDA Broomfield 09 LLC	\$ 800,000
Clearwater	Clearwater Collection 15 LLC; Clearwater	Clearwater Collection 15 LLC / GDA Clearwater 15 LLC	\$ 6,224,904
Crosspointe	Crosspointe 08 A, LLC	Crosspointe 08 A LLC	\$ 4,519,667
Fort Collins	Highlands Ranch Village Center II (HR II 05 A LLC)	Fort Collins WF 02 LLC	\$ 2,679,669
	Southwest Commons 05 A LLC		
	Meadows Shopping Center 05 A		
	Laveen Ranch Marketplace 12		
GDA Market at	Market at Southpark 09, LLC	GDA Market at Southpark LLC / Market at Southpark	\$ 255,000
	2321 S High Street LLC	2321 South High Street LLC	
High Street Condos	2329 S High Street LLC	2329 South High Street LLC	\$ 1,000,000
PGN (Plaza Mall of Georgia North)	Plaza Mall North 08 B Junior	Plaza Mall North 08 A Junior LLC / Plaza Mall North 08 B	\$ 9,025,765
Plainfield	Plainfield 09 A, LLC	Plainfield 09A LLC	\$ 2,598,750
Prospect Square	PS 16 LLC	Prospect Square 07 A LLC / GDA PS Member LLC / GDA PS16 Member LLC / PS 16 LLC	\$ 4,890,079
Rose	Rose, LLC	Rose LLC / Rose, LLC (Not a duplicate - two different	\$ 4,980,830
Syracuse	Syracuse Property 06 LLC	Syracuse Property 06 LLC	\$ 2,625,000
Village Crossroads	Village Crossroads 09 LLC	GDA Village Crossroads LLC	\$ 1,707,100
Walden	Walden 08 A LLC	Walden 08 A LLC / Walden 08 A LLC / Walden 08 A LLC (not	\$ 4,705,000
Windsor	Windsor 15 LLC	GDA Windsor Member LLC / Windsor 15 LLC / Windsor 15 LLC (not a duplicate)	\$ 6,478,715
			\$52,490,479

16. These SPEs were only Dragul's most recent investment vehicles. Before forming these SPEs, Dragul had used multiple other SPE investment vehicles to defraud investors.

17. Dragul solicited funds from investors for the stated purpose of purchasing and operating commercial properties. Each SPE was purportedly a separate legal entity in which investors were promised profits from the operation, leasing, and eventual sale of the property.

18. Dragul would transfer funds from the SPE to himself or GDA RES when he received investor funding or at the closing of real estate purchases by the SPEs. The shortfalls were financed by mortgages. In some instances, the SPEs were unable to reduce the amount of principal since the SPE's cash flows were insufficient to cover all of the operating expenses and returns paid to investors.

19. Over time, if a particular SPE was suffering losses or was disposed of by Dragul for a personal profit, rather than paying investors their pro rata share of profits, or allocating pro rata losses to them, Dragul would "rollover" investors' equity positions into a new SPE, and would induce investors to contribute additional funds for their new equity position in the rollover SPE. In this manner, Dragul sold more than 100% of the equity interests in at least one SPE, and perhaps more.

20. Dragul also used promissory notes to further his fraudulent enterprise and Ponzi scheme. When Dragul was unable to repay the promissory note, he would either extend the notes or convert them to equity positions in SPEs without contributions of additional capital. This diluted existing investors' interests without notice to them and without any benefit to the particular SPE.

21. Dragul would also obtain personal loans from investors and secure them with property owned by various SPEs. In some cases, this was done in violation of express provisions of the governing operating agreements. Dragul represented to investors who purchased promissory notes that their funds would be used for particular purposes related to SPE real estate assets, when in fact Dragul used those funds to support his extravagant lifestyle.

22. Instead of treating the SPEs as separate legal entities, Dragul routinely diverted money from SPE accounts to GDA RES's accounts and from there to his personal account. Dragul thus commingled SPE funds with other SPE accounts, his own personal funds, and funds of family members.

23. Dragul routinely reversed the comingling process and transferred money from his personal account to GDA RES and then to SPE accounts at the

end of financial reporting periods so he could falsely represent to investors the financial condition of the various SPEs in which they invested. Immediately after such reporting, Dragul would again transfer the funds out of the SPE accounts and begin the churning process anew.

24. For example, according to the Complaint filed by the Securities Commissioner in the Receivership Action, a review of GDA RES's primary operating account at Fortis Private Bank between April 1, 2017, and June 30, 2017, showed 138 deposits made into this GDA account totaling \$23,581,993. Of these deposits, 106 (77%) were internal transfers from 20 different SPE accounts or other accounts under Dragul's control to the GDA account. There were 429 withdrawals made from the GDA account totaling \$23,654,879. Of these withdrawals from the GDA account, 344 (80%) were internal transfers to 24 different SPE accounts and other accounts controlled by Dragul.

25. This scheme resulted in investors not having their funds held or invested where Dragul represented they would be held or invested. Dragul used the GDA RES account and the SPE accounts as if they were interchangeable. This commingling of funds was one of the mechanisms Dragul used to defraud investors. None of the investor funds transferred in or out of any particular SPE can be identified substantially as an asset of any SPE, and as a result, the investor funds have lost their identity and have become untraceable. There was no legitimate business reason for this comingling, which was to such an extent that it is impossible to know the true ownership of the commingled funds.

26. Alan C. Fox and his entity ACF Property Management, Inc. were an integral part of Dragul's scheme. Dragul and Fox both solicited investors, and routinely transferred SPE properties to each other at inflated prices and paid each other millions of dollars in commissions. These commissions were illegal because neither Fox nor Dragul was a licensed real estate agent.

27. According to Dragul's own records, he stole over \$20 million from investors to pay personal gambling debts of almost \$9 million, to fund his extravagant lifestyle, and to transfer millions of dollars to his wife and children.

28. From its inception in 1995, Dragul's investment scheme was insolvent due to Dragul's use of investor funds to finance his lifestyle.

29. While Dragul created SPEs did generate income, the income was not sufficient to pay investors the promised returns. Dragul diverted investor funds to his and his family's personal use and to pay fictitious returns or redemptions to other investors.

30. Commencing at least by 2007 and continuing through 2018, Dragul was operating his entire business enterprise as a Ponzi scheme. Dragul concealed his ongoing fraud in an effort to hinder, delay, and defraud other current and prospective investors and creditors from discovering the fraud. Money Dragul received from investors was used to make distributions to, or payments on behalf of, earlier investors. Funds provided to Dragul as loans and for investment purposes were used to keep the operation afloat and enrich Dragul and others.

31. In an attempt to conceal the ongoing fraud and thereby hinder, delay, and defraud current and prospective investors, the Sham Business paid distributions to certain investors, including non-existent principal and fictitious profits. Dragul was able to continue the Sham Business only by using the principal invested by new investors to pay other investors or their designees.

32. At all times relevant to this Complaint, the liabilities of the Sham Business were greater than its assets. At all relevant times, the Sham Business was insolvent in that it: (a) possessed assets that were worth less than the value of its liabilities; (b) could not meet its obligations as they came due; and (c) at the time of the transfers to the Defendants, was left with insufficient capital.

33. The Defendants here all profited at the expense of Dragul's other investors and creditors. The Receiver brings this action to recover the fraudulent transfers to the Defendants so that the assets of the Estate can be equitably distributed among all of Dragul's victims in accordance with the Receivership Order.

IV. Claims against Russell Becker

First Claim for Relief v. Becker (Turnover)

34. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

35. Attached as **Exhibit 1** is a true and accurate summary of Russell Becker's ("Becker") distributions from the Sham Business. The Net Amount of \$86,941.67 listed on **Exhibit 1** is referred to as the "Transfers." Becker provided no value to the Sham Business for these Transfers and contributed no money in exchange for them.

36. The Transfers are property of the Estate subject to recovery by the Receiver under the Receivership Order.

37. Pursuant to paragraphs 10 and 11, of the Receivership Order, all persons in active participation with, or creditors of, Dragul and the GDA Entities or who hold property of the Estate have been "ordered to deliver immediately to the Receiver all of the Receivership Property."

38. Under the Receivership Order, Becker should be ordered to turnover to the Receiver the amount of the Transfers.

Second Claim for Relief v. Becker
(Actual Fraud – COLO. REV. STAT. § 38-8-105(1)(a))

39. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

40. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

41. The Transfers were made in furtherance of Dragul's Ponzi scheme with the actual intent to hinder, delay, and defraud creditors.

42. Pursuant to COLO. REV. STAT. § 38-8-110(1)(a), the Receiver is entitled to recover the entire amount of the Transfers from Becker.

43. Pursuant to COLO. REV. STAT. §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment avoiding the Transfers, directing the Transfers be set aside, and recovering the Transfers, or the value thereof, from Becker for the benefit of the Estate.

Third Claim for Relief v. Becker
(Constructive Fraud – COLO. REV. STAT. § 38-8-105(1)(b))

44. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

45. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

46. Becker did not provide reasonably equivalent value in exchange for the Transfers.

47. At the time of the Transfers, the Sham Business was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation to the business or transaction.

48. At the time of each Transfer, the Sham Business intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

49. As a result of the foregoing, pursuant to COLO. REV. STAT. § §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment for the amount of the Transfers that were made within four years of the date this Complaint is filed, directing that those Transfers be set aside, and recovering the Transfers, or the value thereof, from Becker for the benefit of the Estate.

**Fourth Claim for Relief v. Becker
(Unjust Enrichment)**

50. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

51. By virtue of the Transfers, Becker received a benefit at the Estate's expense and at the expense of other creditors that would make it unjust for Becker to retain the benefits of the Transfers without paying the Estate the value thereof.

WHEREFORE, the Receiver asks the Court to enter judgment in his favor and against Becker as follows:

A. On the First Claim for Relief v. Becker an order requiring Becker to turnover to the Receiver the value of the Transfers;

B. On the Second and Third Claims for Relief v. Becker, pursuant to COLO. REV. STAT. §§ 38-8-105, 38-8-108(1)(a), and 38-8-109(2): (a) avoiding and preserving the Transfers, (b) directing that the Transfers be set aside, and (c) recovering the Transfers, or enter judgment in the Receiver's favor against Becker for the value thereof;

C. On the Fourth Claim for Relief v. Becker requiring Becker to repay the Estate the amount of the Transfers;

D. On all Claims for Relief v. Becker, pursuant to Colorado law, for pre-and post-judgment interest from the date of each recoverable Transfer, and costs; and

E. Grant the Receiver any additional relief the Court deems appropriate.

V. Claims against Joseph J. Peirce

First Claim for Relief v. Peirce (Turnover)

52. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

53. Attached as **Exhibit 2** is a true and accurate summary of Joseph J. Peirce's ("Peirce") purported investments in and distributions from the Sham Business. The Net Amount of \$29,988.98 on **Exhibit 2** is referred to as the "Transfers."

54. The Transfers are property of the Estate subject to recovery by the Receiver under the Receivership Order.

55. Pursuant to paragraphs 10 and 11, of the Receivership Order, all persons in active participation with, or creditors of, Dragul and the GDA Entities or who hold property of the Estate have been "ordered to deliver immediately to the Receiver all of the Receivership Property."

56. Under the Receivership Order, Peirce should be ordered to turnover to the Receiver the amount of the Transfers.

Second Claim for Relief v. Peirce (Actual Fraud – COLO. REV. STAT. § 38-8-105(1)(a))

57. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

58. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

59. The Transfers were made in furtherance of Dragul's Ponzi scheme with the actual intent to hinder, delay, and defraud creditors.

60. Pursuant to COLO. REV. STAT. § 38-8-110(1)(a), the Receiver is entitled to recover the entire amount of the Transfers from Peirce.

61. Pursuant to COLO. REV. STAT. §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment avoiding the Transfers, directing the Transfers be set aside, and recovering the Transfers, or the value thereof, from Peirce for the benefit of the Estate.

**Third Claim for Relief v. Peirce
(Constructive Fraud – COLO. REV. STAT. § 38-8-105(1)(b))**

62. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

63. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

64. Peirce did not provide reasonably equivalent value in exchange for the Transfers.

65. At the time of the Transfers, the Sham Business was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation to the business or transaction.

66. At the time of each Transfer, the Sham Business intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

67. As a result of the foregoing, pursuant to COLO. REV. STAT. §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment for the amount of the Transfers that were made within four years of the date this Complaint is filed, directing that those Transfers be set aside, and recovering the Transfers, or the value thereof, from Peirce for the benefit of the Estate.

**Fourth Claim for Relief v. Peirce
(Unjust Enrichment)**

68. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

69. By virtue of the Transfers, Peirce received a benefit at the Estate's expense and at the expense of other creditors that would make it unjust for Peirce to retain the benefits of the Transfers without paying the Estate the value thereof.

WHEREFORE, the Receiver asks the Court to enter judgment in his favor and against Peirce as follows:

A. On the First Claim for Relief v. Peirce an order requiring Peirce to turnover to the Receiver the value of the Transfers;

B. On the Second and Third Claims for Relief v. Peirce, pursuant to COLO. REV. STAT. §§ 38-8-105, 38-8-108(1)(a), and 38-8-109(2): (a) avoiding and preserving the Transfers, (b) directing that the Transfers be set aside, and (c) recovering the Transfers, or enter judgment in the Receiver's favor against Peirce for the value thereof;

C. On the Fourth Claim for Relief v. Peirce requiring him to repay the Estate the amount of the Transfers;

D. On all Claims for Relief v. Peirce, pursuant to Colorado law, for pre-and post-judgment interest from the date of each recoverable Transfer, and costs; and

E. Grant the Receiver any additional relief the Court deems appropriate.

VI. Claims against Ken Stoltzfus

First Claim for Relief v. Stoltzfus (Turnover)

70. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

71. Attached as **Exhibit 3** is a true and accurate summary of Ken Stoltzfus' ("Stoltzfus") purported investments in and distributions from the Sham Business. The Net Amount of \$108,632.17 on **Exhibit 3** is referred to as the "Transfers."

72. The Transfers are property of the Estate subject to recovery by the Receiver under the Receivership Order.

73. Pursuant to paragraphs 10 and 11, of the Receivership Order, all persons in active participation with, or creditors of, Dragul and the GDA Entities or who hold property of the Estate have been “ordered to deliver immediately to the Receiver all of the Receivership Property.”

74. Under the Receivership Order, Stoltzfus should be ordered to turnover to the Receiver the amount of the Transfers.

**Second Claim for Relief v. Stoltzfus
(Actual Fraud – COLO. REV. STAT. § 38-8-105(1)(a))**

75. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

76. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

77. The Transfers were made in furtherance of Dragul’s Ponzi scheme with the actual intent to hinder, delay, and defraud creditors.

78. Pursuant to COLO. REV. STAT. § 38-8-110(1)(a), the Receiver is entitled to recover the entire amount of the Transfers from Stoltzfus.

79. Pursuant to COLO. REV. STAT. §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment avoiding the Transfers, directing the Transfers be set aside, and recovering the Transfers, or the value thereof, from Stoltzfus for the benefit of the Estate.

**Third Claim for Relief v. Stoltzfus
(Constructive Fraud – COLO. REV. STAT. § 38-8-105(1)(b))**

80. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

81. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

82. Stoltzfus did not provide reasonably equivalent value in exchange for the Transfers.

83. At the time of the Transfers, the Sham Business was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation to the business or transaction.

84. At the time of each Transfer, the Sham Business intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

85. As a result of the foregoing, pursuant to COLO. REV. STAT. § §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment for the amount of the Transfers that were made within four years of the date this Complaint is filed, directing that those Transfers be set aside, and recovering the Transfers, or the value thereof, from Stoltzfus for the benefit of the Estate.

**Fourth Claim for Relief v. Stoltzfus
(Unjust Enrichment)**

86. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

87. By virtue of the Transfers, Stoltzfus received a benefit at the Estate's expense and at the expense of other creditors that would make it unjust for Stoltzfus to retain the benefits of the Transfers without paying the Estate the value thereof.

WHEREFORE, the Receiver asks the Court to enter judgment in his favor and against Stoltzfus as follows:

A. On the First Claim for Relief v. Stoltzfus an order requiring Stoltzfus to turnover to the Receiver the value of the Transfers;

B. On the Second and Third Claims for Relief v. Stoltzfus, pursuant to COLO. REV. STAT. §§ 38-8-105, 38-8-108(1)(a), and 38-8-109(2): (a) avoiding and preserving the Transfers, (b) directing that the Transfers be set aside, and (c) recovering the Transfers, or enter judgment in the Receiver's favor against Stoltzfus for the value thereof;

C. On the Fourth Claim for Relief v. Stoltzfus requiring him to repay the Estate the amount of the Transfers;

D. On all Claims for Relief v. Stoltzfus, pursuant to Colorado law, for pre-and post-judgment interest from the date of each recoverable Transfer, and costs; and

E. Grant the Receiver any additional relief the Court deems appropriate.

Dated: August 30, 2019.

ALLEN VELLONE WOLF HELFRICH & FACTOR P.C.



By: s/ Michael T. Gilbert

Patrick D. Vellone

Michael T. Gilbert

Jeremy T. Jonsen

Rachel A. Sternlieb

1600 Stout Street, Suite 1100

Denver, Colorado 80202

Tel: (303) 534-4499

pvellone@allen-vellone.com

mgilbert@allen-vellone.com

jjonsen@allen-vellone.com

rsternlieb@allen-vellone.com

ATTORNEYS FOR THE RECEIVER

Russell Becker Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
7/14/2004	Fort Collins WF 02, LLC		(\$508.70)	(\$508.70)	(\$508.70)
8/19/2004	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$1,168.74)
9/25/2004	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$1,828.78)
10/25/2004	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$2,488.82)
11/25/2004	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$3,148.86)
12/1/2004	Fort Collins WF 02, LLC		(\$6,324.00)	(\$6,324.00)	(\$9,472.86)
12/25/2004	Fort Collins WF 02, LLC		(\$802.00)	(\$802.00)	(\$10,274.86)
1/25/2005	Fort Collins WF 02, LLC		(\$802.00)	(\$802.00)	(\$11,076.86)
2/25/2005	Fort Collins WF 02, LLC		(\$802.00)	(\$802.00)	(\$11,878.86)
3/25/2005	Fort Collins WF 02, LLC		(\$802.00)	(\$802.00)	(\$12,680.86)
4/25/2005	Fort Collins WF 02, LLC		(\$802.00)	(\$802.00)	(\$13,482.86)
5/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$14,142.90)
6/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$14,802.94)
7/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$15,462.98)
8/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$16,123.02)
10/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$16,783.06)
11/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$17,443.10)
11/25/2005	Gary Dragul		(\$4,000.00)	(\$4,000.00)	(\$21,443.10)
12/25/2005	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$22,103.14)
1/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$22,763.18)
2/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$23,423.22)
3/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$23,604.52)
4/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$24,264.56)
4/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$24,445.86)
5/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$25,105.90)
5/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$25,287.20)
6/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$25,947.24)
6/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$26,128.54)
7/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$26,788.58)
7/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$26,969.88)
8/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$27,629.92)
8/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$27,811.22)
9/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$28,471.26)
9/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$28,652.56)
10/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$29,312.60)
10/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$29,493.90)
11/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$30,153.94)
11/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$30,335.24)
12/25/2006	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$30,995.28)
12/25/2006	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$31,176.58)
1/25/2007	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$31,836.62)
1/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$32,017.92)
2/25/2007	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$32,677.96)
2/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$32,859.26)
3/25/2007	Fort Collins WF 02, LLC		(\$660.04)	(\$660.04)	(\$33,519.30)
3/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$33,700.60)
4/25/2007	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$34,434.11)
4/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$34,615.41)
5/25/2007	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$35,348.92)
5/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$35,530.22)
6/25/2007	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$36,263.73)
6/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$36,445.03)
7/25/2007	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$37,178.54)
7/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$37,359.84)
8/25/2007	Fort Collins WF 02, LLC		(\$508.68)	(\$508.68)	(\$37,868.52)
8/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$38,049.82)

Russell Becker Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
9/25/2007	Fort Collins WF 02, LLC		(\$508.68)	(\$508.68)	(\$38,558.50)
9/25/2007	Grandview 06 A, LLC		(\$181.30)	(\$181.30)	(\$38,739.80)
9/28/2007	Grandview 06 A, LLC		(\$142.10)	(\$142.10)	(\$38,881.90)
10/25/2007	Fort Collins WF 02, LLC		(\$508.68)	(\$508.68)	(\$39,390.58)
10/25/2007	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$39,592.18)
11/25/2007	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$40,325.69)
11/25/2007	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$40,527.29)
12/25/2007	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$41,260.80)
12/25/2007	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$41,462.40)
1/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$42,195.91)
1/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$42,397.51)
2/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$43,131.02)
2/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$43,332.62)
3/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$44,066.13)
3/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$44,267.73)
4/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$45,001.24)
4/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$45,202.84)
5/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$45,936.35)
5/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$46,137.95)
6/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$46,871.46)
6/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$47,073.06)
7/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$47,806.57)
7/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$48,008.17)
8/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$48,741.68)
8/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$48,943.28)
9/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$49,676.79)
9/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$49,878.39)
10/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$50,611.90)
10/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$50,813.50)
11/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$51,547.01)
11/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$51,748.61)
12/25/2008	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$52,482.12)
12/25/2008	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$52,683.72)
1/25/2009	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$53,417.23)
1/25/2009	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$53,618.83)
2/25/2009	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$54,352.34)
2/25/2009	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$54,553.94)
3/25/2009	Fort Collins WF 02, LLC		(\$733.51)	(\$733.51)	(\$55,287.45)
3/25/2009	Grandview 06 A, LLC		(\$201.60)	(\$201.60)	(\$55,489.05)
5/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$56,014.83)
5/20/2009	Grandview 06 A, LLC		(\$140.00)	(\$140.00)	(\$56,154.83)
6/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$56,680.61)
6/20/2009	Grandview 06 A, LLC		(\$140.00)	(\$140.00)	(\$56,820.61)
7/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$57,346.39)
7/20/2009	Grandview 06 A, LLC		(\$140.00)	(\$140.00)	(\$57,486.39)
8/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$58,012.17)
8/20/2009	Grandview 06 A, LLC		(\$140.00)	(\$140.00)	(\$58,152.17)
9/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$58,677.95)
9/20/2009	Grandview 06 A, LLC		(\$140.00)	(\$140.00)	(\$58,817.95)
10/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$59,343.73)
11/20/2009	Fort Collins WF 02, LLC		(\$525.78)	(\$525.78)	(\$59,869.51)
12/20/2009	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$60,055.87)
1/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$60,242.23)
2/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$60,428.59)
3/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$60,614.95)
4/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$60,801.31)

Russell Becker Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
5/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$60,987.67)
6/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$61,174.03)
7/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$61,360.39)
8/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$61,546.75)
9/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$61,733.11)
10/20/2010	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$61,919.47)
12/22/2010	Fort Collins WF 02, LLC		(\$372.72)	(\$372.72)	(\$62,292.19)
1/21/2011	Fort Collins WF 02, LLC		(\$186.36)	(\$186.36)	(\$62,478.55)
2/23/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$62,709.00)
3/21/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$62,939.45)
4/20/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$63,169.90)
5/20/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$63,400.35)
6/21/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$63,630.80)
8/16/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$63,861.25)
8/22/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$64,091.70)
9/27/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$64,322.15)
10/21/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$64,552.60)
11/21/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$64,783.05)
12/20/2011	Fort Collins WF 02, LLC		(\$230.45)	(\$230.45)	(\$65,013.50)
1/25/2012	Fort Collins WF 02, LLC		(\$118.35)	(\$118.35)	(\$65,131.85)
2/23/2012	Fort Collins WF 02, LLC		(\$118.35)	(\$118.35)	(\$65,250.20)
3/22/2012	Fort Collins WF 02, LLC		(\$118.35)	(\$118.35)	(\$65,368.55)
4/24/2012	Fort Collins WF 02, LLC		(\$181.41)	(\$181.41)	(\$65,549.96)
5/29/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$65,794.43)
6/25/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$66,038.90)
7/31/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$66,283.37)
8/29/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$66,527.84)
10/16/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$66,772.31)
10/31/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$67,016.78)
11/30/2012	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$67,261.25)
1/4/2013	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$67,505.72)
2/5/2013	Fort Collins WF 02, LLC		(\$244.47)	(\$244.47)	(\$67,750.19)
3/6/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$68,040.97)
4/3/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$68,331.75)
4/30/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$68,622.53)
5/30/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$68,913.31)
6/27/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$69,204.09)
7/30/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$69,494.87)
8/30/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$69,785.65)
9/25/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$70,076.43)
10/30/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$70,367.21)
11/22/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$70,657.99)
12/23/2013	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$70,948.77)
1/22/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$71,239.55)
2/24/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$71,530.33)
4/2/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$71,821.11)
4/24/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$72,111.89)
5/22/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$72,402.67)
6/25/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$72,693.45)
7/23/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$72,984.23)
8/25/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$73,275.01)
9/26/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$73,565.79)
10/24/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$73,856.57)
11/25/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$74,147.35)
12/24/2014	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$74,438.13)
1/28/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$74,728.91)

Russell Becker Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
2/26/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$75,019.69)
3/27/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$75,310.47)
4/28/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$75,601.25)
6/2/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$75,892.03)
7/1/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$76,182.81)
7/27/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$76,473.59)
8/31/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$76,764.37)
9/29/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$77,055.15)
11/6/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$77,345.93)
11/25/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$77,636.71)
12/23/2015	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$77,927.49)
1/28/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$78,218.27)
3/2/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$78,509.05)
4/13/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$78,799.83)
5/5/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$79,090.61)
6/2/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$79,381.39)
6/28/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$79,672.17)
7/28/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$79,962.95)
8/29/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$80,253.73)
10/3/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$80,544.51)
11/1/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$80,835.29)
11/29/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$81,126.07)
12/30/2016	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$81,416.85)
1/27/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$81,707.63)
3/1/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$81,998.41)
3/29/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$82,289.19)
4/28/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$82,579.97)
5/25/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$82,870.75)
6/30/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$83,161.53)
7/31/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$83,452.31)
8/25/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$83,743.09)
9/28/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$84,033.87)
10/31/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$84,324.65)
12/1/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$84,615.43)
12/20/2017	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$84,906.21)
2/5/2018	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$85,196.99)
3/5/2018	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$85,487.77)
4/2/2018	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$85,778.55)
6/20/2018	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$86,069.33)
7/13/2018	Fort Collins WF 02, LLC		(\$290.78)	(\$290.78)	(\$86,360.11)
8/14/2018	Fort Collins WF 02, LLC		(\$581.56)	(\$581.56)	(\$86,941.67)
Total		\$0.00	(\$86,941.67)	(\$86,941.67)	

Joseph Peirce Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
6/1/2000	CO Rockrimmon Investors, LLC	\$100,000.00		\$100,000.00	\$100,000.00
7/27/2000	Rockrimmon Center 00, LLC		(\$762.98)	(\$762.98)	\$99,237.02
7/28/2000	Rockrimmon Center 00, LLC		(\$610.38)	(\$610.38)	\$98,626.64
8/31/2000	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$97,863.66
9/30/2000	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$97,100.68
10/31/2000	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$96,337.70
11/30/2000	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$95,574.72
12/29/2000	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$94,811.74
1/31/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$94,048.76
2/28/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$93,285.78
4/2/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$92,522.80
4/30/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$91,759.82
5/31/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$90,996.84
6/30/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$90,233.86
7/31/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$89,470.88
8/31/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$88,707.90
9/30/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$87,944.92
10/25/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$87,181.94
11/25/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$86,418.96
12/25/2001	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$85,655.98
1/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$84,893.00
2/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$84,130.02
3/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$83,367.04
4/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$82,604.06
5/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$81,841.08
6/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$81,078.10
7/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$80,315.12
8/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$79,552.14
9/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$78,789.16
10/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$78,026.18
11/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$77,263.20
12/25/2002	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$76,500.22
1/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$75,737.24
2/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$74,974.26
3/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$74,211.28
4/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$73,448.30
5/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$72,685.32
6/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$71,922.34
8/4/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$71,159.36
8/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$70,396.38
9/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$69,633.40
10/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$68,870.42
11/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$68,107.44
12/25/2003	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$67,344.46
1/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$66,581.48
2/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$65,818.50
3/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$65,055.52
4/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$64,292.54
5/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$63,529.56
6/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$62,766.58
7/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$62,003.60
8/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$61,240.62
9/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$60,477.64
10/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$59,714.66
11/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$58,951.68
12/25/2004	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$58,188.70

DATE FILED August 30, 2019 5:31 PM
 FILING ID: 182D71C42B1F
 CASE NUMBER: 2019CV33374

Joseph Peirce Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
1/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$57,425.72
2/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$56,662.74
3/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$55,899.76
4/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$55,136.78
5/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$54,373.80
6/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$53,610.82
7/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$52,847.84
8/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$52,084.86
9/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$51,321.88
10/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$50,558.90
11/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$49,795.92
12/25/2005	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$49,032.94
1/25/2006	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$48,269.96
2/25/2006	CO Rockrimmon Investors, LLC		(\$762.98)	(\$762.98)	\$47,506.98
3/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$46,729.98
4/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$45,952.98
5/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$45,175.98
6/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$44,398.98
7/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$43,621.98
8/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$42,844.98
9/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$42,067.98
10/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$41,290.98
11/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$40,513.98
12/25/2006	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$39,736.98
1/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$38,959.98
2/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$38,182.98
3/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$37,405.98
4/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$36,628.98
5/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$35,851.98
6/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$35,074.98
7/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$34,297.98
8/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$33,520.98
9/25/2007	CO Rockrimmon Investors, LLC		(\$777.00)	(\$777.00)	\$32,743.98
9/28/2007	CO Rockrimmon Investors, LLC		(\$609.00)	(\$609.00)	\$32,134.98
10/25/2007	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$31,270.98
11/25/2007	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$30,406.98
12/25/2007	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$29,542.98
1/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$28,678.98
2/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$27,814.98
3/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$26,950.98
4/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$26,086.98
5/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$25,222.98
6/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$24,358.98
7/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$23,494.98
8/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$22,630.98
9/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$21,766.98
10/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$20,902.98
11/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$20,038.98
12/25/2008	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$19,174.98
1/25/2009	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$18,310.98
2/25/2009	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$17,446.98
3/25/2009	CO Rockrimmon Investors, LLC		(\$864.00)	(\$864.00)	\$16,582.98
5/20/2009	CO Rockrimmon Investors, LLC		(\$600.00)	(\$600.00)	\$15,982.98
6/20/2009	CO Rockrimmon Investors, LLC		(\$600.00)	(\$600.00)	\$15,382.98
7/20/2009	CO Rockrimmon Investors, LLC		(\$600.00)	(\$600.00)	\$14,782.98
8/20/2009	CO Rockrimmon Investors, LLC		(\$600.00)	(\$600.00)	\$14,182.98

Joseph Peirce Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
9/20/2009	CO Rockrimmon Investors, LLC		(\$600.00)	(\$600.00)	\$13,582.98
12/26/2014	Grandview 06 A, LLC		(\$21,785.98)	(\$21,785.98)	(\$8,203.00)
1/22/2015	Grandview 06 A, LLC		(\$21,785.98)	(\$21,785.98)	(\$29,988.98)
Total		\$100,000.00	(\$129,988.98)	(\$29,988.98)	

Ken Stoltzfus Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
1/23/2007	AP Plaza 07 A, LLC	\$50,000.00		\$50,000.00	\$50,000.00
2/25/2007	AP Plaza 07 A, LLC		(\$807.29)	(\$807.29)	\$49,192.71
3/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$45,963.54
4/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$42,734.37
5/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$39,505.20
6/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$36,276.03
7/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$33,046.86
8/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$29,817.69
9/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$26,588.52
10/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$23,359.35
11/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$20,130.18
12/25/2007	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$16,901.01
1/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$13,671.84
2/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$10,442.67
3/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$7,213.50
4/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$3,984.33
5/12/2008	Fort Collins WF 02, LLC	\$50,000.00		\$50,000.00	\$53,984.33
5/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$50,755.16
6/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$47,525.99
7/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$44,296.82
8/25/2008	AP Plaza 07 A, LLC		(\$3,229.17)	(\$3,229.17)	\$41,067.65
9/25/2008	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$37,838.48
10/25/2008	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$34,609.31
11/25/2008	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$31,380.14
12/25/2008	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$28,150.97
1/25/2009	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$24,921.80
2/25/2009	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$21,692.63
4/1/2009	GDA Client Trust Account		(\$3,229.17)	(\$3,229.17)	\$18,463.46
5/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$16,736.29
6/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$15,009.12
7/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$13,281.95
8/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$11,554.78
9/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$9,827.61
10/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$8,100.44
11/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$6,373.27
12/20/2009	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$4,646.10
1/20/2010	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$2,918.93
2/20/2010	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	\$1,191.76
3/20/2010	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	(\$535.41)
4/20/2010	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	(\$2,262.58)
5/20/2010	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	(\$3,989.75)
6/20/2010	GDA Client Trust Account		(\$1,727.17)	(\$1,727.17)	(\$5,716.92)
7/20/2010	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$6,580.50)
8/20/2010	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$7,444.08)
9/20/2010	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$8,307.66)
10/20/2010	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$9,171.24)
11/20/2010	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$10,034.82)
12/20/2010	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$10,898.40)
1/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$11,761.98)
2/22/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$12,625.56)
3/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$13,489.14)
4/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$14,352.72)
5/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$15,216.30)
6/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$16,079.88)
7/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$16,943.46)
8/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$17,807.04)

DATE FILED: August 30, 2019 5:31 PM
 FILING ID: JS2017FC042BIF
 CASE NUMBER: 2019CV33374

Ken Stoltzfus Transactions with the Dragul Estate					
Date	Entity	Deposits	Withdrawals	Net Amount	Cumulative Amount
9/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$18,670.62)
10/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$19,534.20)
11/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$20,397.78)
12/20/2011	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$21,261.36)
1/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$22,124.94)
2/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$22,988.52)
3/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$23,852.10)
4/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$24,715.68)
5/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$25,579.26)
6/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$26,442.84)
7/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$27,306.42)
8/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$28,170.00)
9/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$29,033.58)
10/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$29,897.16)
11/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$30,760.74)
12/20/2012	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$31,624.32)
1/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$32,487.90)
2/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$33,351.48)
3/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$34,215.06)
4/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$35,078.64)
5/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$35,942.22)
6/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$36,805.80)
7/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$37,669.38)
8/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$38,532.96)
9/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$39,396.54)
10/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$40,260.12)
11/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$41,123.70)
12/20/2013	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$41,987.28)
1/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$42,850.86)
2/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$43,714.44)
3/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$44,578.02)
4/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$45,441.60)
5/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$46,305.18)
6/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$47,168.76)
7/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$48,032.34)
8/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$48,895.92)
9/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$49,759.50)
10/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$50,623.08)
11/20/2014	GDA Client Trust Account		(\$863.58)	(\$863.58)	(\$51,486.66)
3/29/2016	AP Plaza 07 A, LLC		(\$57,145.51)	(\$57,145.51)	(\$108,632.17)
Total		\$100,000.00	(\$208,632.17)	(\$108,632.17)	