

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In Re:)	CASE NO. 15-56153-mgd
Think Retail Solutions, LLC,)	CHAPTER 7
Debtor)	
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Robert Trauner, as Plaintiff for the Estate of)	
Think Retail Solutions, LLC Under Chapter 7)	ADVERSARY PROCEEDING NO.
of the Bankruptcy Code; and, as applicable, as)	
Plaintiff for the Estate of Tammy P. Simpson)	
Under Chapter 7 of the Bankruptcy Code)	_____ -mgd
Plaintiff,)	
vs.)	
Las Vegas Sands, LLC; and Venetian Casino)	
Resort, LLC,)	
Defendants.)	

Complaint

COMES NOW Plaintiff Robert Trauner, as Plaintiff for the Estate of Think Retail Solutions, LLC under Chapter 7 of the United States Bankruptcy Code (11 U.S.C. § 701, et seq.), and, as applicable, as Plaintiff for the Estate of Tammy P. Simpson Under Chapter 7 of the Bankruptcy Code (“Plaintiff”) who files this Complaint and respectfully shows the following:

Introduction

1. On April 3, 2015 (the “Petition Date”), Think Retail Solutions, LLC, a Georgia limited liability company (“Debtor Think Retail”) filed its Chapter 7 Petition in this court [Think Retail Docket # 1],¹ thereby commencing this bankruptcy case (the “Debtor Think Retail Bankruptcy Case”).

¹ Plaintiff respectfully submits that this Court can, and should, take judicial notice of the pleadings and documents filed in this Court in both the Debtor Think Retail Bankruptcy Case, and the Debtor Simpson Bankruptcy Cases (defined below). See *Fed. R. Evid.* 201(b) and (d) (“A court shall take judicial notice if requested by a party and supplied with necessary information.”); *Lovelace v. Software Spectrum Inc.*, 78 F.3d 1015, 1017-18 (5th Cir. 1996).

2. Plaintiff is the duly appointed and acting Trustee of Debtor Think Retail under Chapter 7 of the Bankruptcy Code [Think Retail Docket # 4].

3. At about the same time Debtor Think Retail commenced this Bankruptcy Case, Tammy Patricia Simpson (“Debtor Simpson”) filed her Chapter 7 Petition in this Court, which was assigned Case # 15-56155-wlh (the “Debtor Simpson Bankruptcy Case”) [Simpson Docket # 1].

4. Plaintiff is also the duly appointed and acting Trustee of Debtor Simpson under Chapter 7 of the Bankruptcy Code [Simpson Docket # 5].

5. Debtor Simpson, as the sole owner and member of Debtor Think Retail, authorized the filing of Debtor Think Retail’s Bankruptcy Case [Think Retail Docket # 2].

6. It appears that the filing of both Debtor Think Retail’s Bankruptcy Case and Debtor Simpson’s Bankruptcy Case were precipitated by the filing of a lawsuit against both T. Simpson and Think Retail by one of Think Retail’s suppliers, Print Direction, Inc. (“Print Direction”) which had sued both Debtor Think Retail and Debtor Simpson on an outstanding account receivable of Debtor Think Retail guaranteed by Debtor Simpson, alleging, *inter alia*, that: (a) Debtor Think Retail was liable to Print Direction in the principal amount of \$436,917.02 for commercial print product that Print Direction had sold to Debtor Think Retail; (b) that Debtor Simpson was also liable to Print Direction as a guarantor of that debt; and (c) that both Debtor Think Retail and Debtor Simpson had wrongfully stopped payment on a \$100,000 check that had been proffered in order to get that supplier to ship product.²

A court may take judicial notice of matters that are of public record, including pleadings that have been filed in a federal or state court. *See Cisco Systems, Inc. v. Alcatel USA, Inc.*, 301 F. Supp.2d 599, 602 n.3 (E.D. Tex. 2004”).

² *See Print Direction, Inc. v. Think Retail Solutions, LLC and Tammy Simpson*, Civil Action File No. 2014cv253460, In the Superior Court of Fulton County, State of Georgia (the “Print Direction Action”). Plaintiff

7. This adversary proceeding seeks, *inter alia*, to avoid, and to recover certain transfers prior to the filing of Debtor Think Retail’s Bankruptcy Case and Debtor Simpson’s Bankruptcy Case of interests in property and/or the value of the property transferred by Debtor Think Retail, and, as applicable, Debtor Simpson, pursuant to: sections 541, 544, 548, and 550 of the Bankruptcy Code (11 U.S.C. §§ 541, 544, 548 and 550), and, as applicable, Title 18, Chapter 2, Article 4 of the Official Code of Georgia (O.C.G.A. §18-2-70, et seq.) (the “Georgia Uniform Fraudulent Transfers Act”); Sections 305, 407 and 408 of Chapter 11, Title 14 of the Official Code of Georgia (O.C.G.A. §§14-11-305, 407 and 408) (the “Georgia Limited Liability Companies Act”); and under equitable concepts such as unjust enrichment, and, as applicable, constructive trust, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer’s recovery. Such avoidable and recoverable transfers are generally called the “Avoidable/Recoverable Transfers.”

Jurisdiction and Venue

8. This adversary proceeding is commenced pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure and, *inter alia*, 11 U.S.C. §§ 108, 541, 544, 546, 548 and 550, and various provisions of the Official Code of Georgia Annotated and Georgia common law as described herein.

9. This adversary proceeding arises in and relates to Debtor Think Retail’s Bankruptcy Case, and, as applicable, Debtor Simpson’s Bankruptcy Case, both of which are pending in the Bankruptcy Court.

respectfully requests that this Court also take judicial notice of the pleadings filed in the Print Direction Action. See footnote 1, above.

10. Plaintiff, as the duly qualified and acting Trustee of Debtor Think Retail and, as applicable, the duly qualified and acting Trustee of Debtor Simpson, is authorized to bring this adversary proceeding pursuant to 11 U.S.C. § 323.

11. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§157 and 1334. This adversary proceeding has been referred to the Court under 28 U.S.C. §157(a), and Local Rule 83.7 of the Civil Local Rules of Practice for the United States District Court for the Northern District of Georgia (“LR 83.7, NDGa.”).

12. Venue is proper in this Court pursuant to 28 U.S.C. §1409.

13. This adversary proceeding is a core proceeding pursuant, inter alia, to 28 U.S.C. §§157(b)(1), and 157(b)(2)(A), (E), (F), (H), (K), and (O).

14. Plaintiff requests that all of Plaintiff’s claims be tried in the Bankruptcy Court and Plaintiff consents to the entry of final orders and judgments by the Bankruptcy Court with respect to any claims that may be determined to be non-core, and as to any core claims determined to require such consent.

Defendants

15. Defendant Las Vegas Sands, LLC (“LVSLLC”) is a limited liability company organized under the laws of the State of Nevada; and is licensed by various “Nevada Gaming Authorities” (defined below) to operate both The Venetian Resort Hotel Casino (“The Venetian Las Vegas”) and The Palazzo Resort Hotel Casino (“The Palazzo”) as a single resort hotel (the “Venetian/Palazzo” for ease of reference). Defendant LVSLLC is the Manager of Defendant Venetian Casino Resort, LLC (“VCR”), which is also a limited liability company organized under the laws of the State of Nevada; and is the entity through which Defendant LVSLLC apparently manages The Venetian/Palazzo. Defendant LVSLLC and Defendant VCR are each

subject to the jurisdiction of this Court. Defendant LVSLLC and Defendant VCR may each be served with the complaint in this action by serving their common Registered Agent, CSC Services of Nevada, Inc., 2215-B Renaissance Dr., Las Vegas, NV 89119.

16. Defendant LVSLLC and Defendant VCR are affiliates of each other and of Las Vegas Sands Corp., a publicly traded corporation organized under the laws of the State of Nevada. According to the most recent SEC Form 10-k filed by Las Vegas Sands Corp for the fiscal year ended December 31, 2016, Defendant LVSLLC is licensed to operate both The Venetian Las Vegas and The Palazzo as a single resort hotel as set forth in the Nevada Gaming Control Act and the regulations promulgated thereunder (collectively, the “Nevada Act”) by the Nevada Gaming Commission (the “Nevada Commission”), the Nevada Gaming Control Board (the “Nevada Board”) and the Clark County Liquor and Gaming Licensing Board (the “CCLGLB” and together with the Nevada Commission and the Nevada Board, the “Nevada Gaming Authorities”). LVSLLC is also registered as an intermediary company of VCR, which is licensed as a manufacturer and distributor of gaming devices.³ Defendant LVSLLC and Defendant VCR are, individually and collectively, one or more gambling casinos duly licensed or authorized to do business as such in the United States under the laws of the State of Nevada and, individually and collectively, have gross annual gaming revenue in excess of \$ 1 million.

17. Defendant LVSLLC and Defendant VCR are hereafter collectively called the “Venetian/Palazzo Defendants” for ease of reference.

³ See <https://www.sec.gov/Archives/edgar/data/1300514/000130051417000005/lvs-20161231x10k.htm>, p. 17 (last visited March 30, 2017).

General Background Facts

Business of Debtor Think Retail Prior to Bankruptcy

18. Prior to the filing of Debtor Think Retail's Bankruptcy Case, Debtor Think Retail had been in the business of providing advertisement materials. It described its business as designing, producing, and fulfilling both temporary and permanent point of purchase advertising materials; and providing dynamic signage, displays, and fixtures for retailers, as well as specialty packaging and printing. It also described its business as producing large format banners, ceiling signage, aisle violators, counter mats, counter cards, floor graphics, window displays, specialty printing on unique substrates, permanent and temporary displays.

19. Debtor Think Retail basically conducted business by receiving orders from customers, and, in turn, using third-party printing companies to produce the products which it sold to its customers.

20. Debtor Think Retail was organized in the State of Georgia on or about March 26, 2008 when Articles of Organization for Debtor Think Retail were filed with the Secretary of State of Georgia, listing Debtor Simpson as its Organizer and Registered Agent. According to the Operating Agreement of Debtor Think Retail, Debtor Simpson was the sole member of Debtor Think Retail, and was the sole manager of Debtor Think Retail.

Debtor Simpson's Compulsive Gambling Addiction and Gambling Activities

21. As described herein, the problem underlying the bankruptcies of both Debtor Simpson and Debtor Think Retail was that by no later than the beginning of 2011, Debtor Simpson was a compulsive and addicted gambler who used substantial amounts of funds ultimately provided by Debtor Think Retail to feed her compulsive gambling habit.

22. Based upon the investigation done by Plaintiff thus far, it appears that in the four full years prior to the bankruptcies of Debtor Simpson and Debtor Think Retail for which Plaintiff has records (i.e., 2011 thru 2014), Debtor Simpson engaged in gambling activities involving funds of approximately⁴ not less than \$27 million, that included “slot coin in” (i.e., the amount inserted into a slot machine by a gambler—which can include both “new money” and prior winnings) and “table in” (i.e., the amount placed on a gaming table for games of chance—which also can include both “new money” and prior winnings) in the following annual amounts: (a) approximately not less than \$4 million in 2011; (b) approximately not less than \$8 million in 2012; (c) approximately not less than \$7 million in 2013; and (c) approximately not less than \$8 million in 2014.

23. Based upon the investigation done by Plaintiff thus far, it appears that in the four full years prior to the bankruptcies of Debtor Simpson and Debtor Think Retail (i.e., 2011 thru 2014), Debtor Simpson engaged in a significant number of gambling trips to casinos in various locations, and spent a substantial number of days engaged in gambling activities, as follows:

(a) In 2011, Debtor Simpson engaged in approximately 14 multi-day gambling trips to casinos located in: Las Vegas, NV; Gulfport/ Biloxi, MS; Nassau, Bahamas; Atlantic City, NJ; Joliet, IL; Hammond, IN; Robbinsville/Tunica, MS; and also made “day trips” to Brunswick, GA to gamble on a cruise ship. She also engaged in a multi-day (approximately 13 days) trip to Europe which apparently did not involve any business activities for Debtor Think Retail, and during which there may (or may not) have been any gambling activity. Not counting the trip to Europe, in 2011 Debtor Simpson engaged in gambling activities on approximately 76 separate days.

(b) In 2012, Debtor Simpson engaged in approximately 22 multi-day gambling trips to casinos located in: Las Vegas, NV; Gulfport/ Biloxi, MS; and also made “day trips” to Brunswick, GA to gamble on a cruise ship. In 2012, Debtor Simpson engaged in gambling activities on approximately 102 separate days.

⁴ Plaintiff is using the concept of “approximately” due to the sheer number of transactions involved and the possibility, if not probability, that some transcription or computational errors could have been made during the process of compiling these figures.

(c) In 2013, Debtor Simpson engaged in approximately 23 multi-day gambling trips to casinos located in: Las Vegas, NV; Gulfport/ Biloxi, MS; Nassau, Bahamas; and also made “day trips” to Brunswick, GA to gamble on a cruise ship. In 2013, Debtor Simpson engaged in gambling activities on approximately 105 separate days.

(d) In 2014, Debtor Simpson engaged in approximately 27 multi-day gambling trips to casinos located in: Las Vegas, NV; Gulfport/ Biloxi, MS; Nassau, Bahamas; and also made “day trips” to Brunswick, GA to gamble on a cruise ship. In 2014, Debtor Simpson engaged in gambling activities on approximately 250 separate days.

Funds Transferred in Furtherance of Debtor Simpson’s Gambling Activities

Funds Initially Transferred From
Debtor Think Retail to Debtor Simpson and Others

24. The ultimate source of substantially all the funds used by Debtor Simpson to feed her compulsive gambling habit was Debtor Think Retail. Based upon the investigation done by Plaintiff thus far, it appears that Debtor Simpson transferred or withdrew not less than approximately \$5.7 million from Debtor Think Retail during the period January 2011 through August 2014 (the last month for which Plaintiff has significant records) that Debtor Simpson used to make payments for gambling and gambling-related expenditures (as well as some payments for personal expenditures). She transferred or withdrew these funds from Debtor Think Retail in a number of ways, including the following:

(a) Transfers of funds from Debtor Think Retail’s SunTrust checking account Bank, N.A. (“Debtor Think Retail’s SunTrust Account”) to Debtor Simpson’s SunTrust checking account Bank, N.A. (“Debtor Simpson’s SunTrust Account”) by means of: (1) checks written on Debtor Think Retail’s SunTrust Account payable to cash or to herself, which she thereafter deposited into her SunTrust Account; (2) “Over the Counter” (“OTC”) cash withdrawals from Debtor Think Retail’s SunTrust Account, which Debtor Simpson then deposited into her SunTrust Account; and (3) electronic transfers from Debtor Think Retail’s SunTrust Account to Debtor Simpson’s SunTrust Account;

(b) OTC cash withdrawals from Debtor Think Retail’s SunTrust Account, which Debtor Simpson would generally carry with her to casinos and deposit into slot machines or use for table games;

(c) Checks written by Debtor Simpson on Debtor Think Retail's SunTrust Account and payable to "cash" or to herself, which she would then generally negotiate for cash to deposit into slot machines or use for table games;

(d) Cash withdrawals by Debtor Simpson from Debtor Think Retail's SunTrust Account by means of the debit/credit card linked to that account using Automatic Teller Machines ("ATMs") located at casinos, which cash she then deposited into slot machines or used for table games;

(e) Transfers of funds from Debtor Think Retail's SunTrust Account to third-parties by means of checks, electronic funds transfers and transfers from the debit/credit card linked to and that account, to use in payment for gambling and gambling-related expenditures, such as travel, lodging and food;

(f) Transfers of funds from Debtor Think Retail's SunTrust Account to or for the benefit of persons who either accompanied her on her gambling trips or otherwise traveled to those gambling locations.

25. Plaintiff asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that all of the transfers of funds which Debtor Simpson caused Debtor Think Retail to make payments for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures): (a) were not related to the business of Debtor Think Retail; (b) were not for the benefit of Debtor Think Retail; and (c) Debtor Think Retail did not receive reasonably equivalent value for the payments which Debtor Simpson caused it to make in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures).

26. Plaintiff further asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that all of the payments which Debtor Simpson caused Debtor Think Retail to make for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for

personal expenditures) were made with the intent to hinder, delay, or defraud creditors of Debtor Think Retail.

27. Alternatively, Plaintiff further asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that at the time Debtor Think Retail made the payments which Debtor Simpson caused Debtor Think Retail to make for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures), Debtor Think Retail was insolvent or became insolvent as a result thereof.

28. Alternatively, the facts and circumstances described and identified herein alternatively establish that Debtor Think Retail made the payments which Debtor Simpson caused Debtor Think Retail to make for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures), without receiving a reasonably equivalent value in exchange for such transfers, and that Debtor Think Retail:

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

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

Funds Initially Transferred From Debtor Think Retail to
Debtor Simpson and Subsequently Transferred by Debtor Simpson to Others

29. In addition to her direct use of funds from Debtor Think Retail's SunTrust Account, during the period January 2011 through August 2014, Debtor Simpson made direct use of the funds which she had transferred from Debtor Think Retail to her personal SunTrust Account to feed her compulsive gambling habit by withdrawing or subsequently transferring substantial amounts of such funds (approximately \$1.49 million) in a number of different ways

that she used in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures), including the following:

(a) OTC cash withdrawals from Debtor Simpson's SunTrust Account, which she would generally carry with her to casinos and deposit into slot machines or use for table games.

(b) Checks written by Debtor Simpson on her SunTrust Account and payable to "cash," which she would then generally negotiate for cash to deposit into slot machines or use for table games.

(c) Cash withdrawals from Debtor Simpson's SunTrust Account by means of the debit/credit card linked to that account using ATMs located at casinos, which cash she then deposited into slot machines or used for table games.

(d) Transfers of funds from Debtor Simpson's SunTrust Account by means of checks, electronic funds transfers and transfers from the debit/credit card linked to that account, to use in payment for Debtor Simpson's gambling and gambling-related expenditures, such as travel, lodging and food;

(e) Transfers of funds from Debtor Simpson's SunTrust Account to or for the benefit of persons who either accompanied her on her gambling trips or otherwise traveled to those gambling locations.

30. Plaintiff asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that all of the transfers of funds which Debtor Simpson made with funds initially transferred from Debtor Think Retail, and which Debtor Simpson then used to feed her compulsive gambling habit in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures): (a) were not related to the business of Debtor Think Retail; (b) were not for the benefit of Debtor Think Retail; and (c) Debtor Think Retail did not receive reasonably equivalent value for the payments which Debtor Simpson caused it to make in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures).

31. Plaintiff further asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that payments which Debtor Simpson made in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures) with funds initially transferred from Debtor Think Retail were made with the intent to hinder, delay, or defraud creditors of Debtor Think Retail.

32. Alternatively, Plaintiff further asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that at the time Debtor Simpson used funds initially transferred from Debtor Think Retail in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures), Debtor Think Retail was insolvent or became insolvent as a result thereof.

33. Alternatively, the facts and circumstances described and identified herein alternatively establish that at the time Debtor Simpson used funds initially transferred from Debtor Think Retail in payment for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures), Debtor Think Retail did so without receiving a reasonably equivalent value in exchange for such transfers, and Debtor Think Retail:

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

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

Insolvency/Undercapitalization of Debtor Think Retail and Debtor Simpson

Debtor Think Retail's Insolvency/Undercapitalization

34. As of the time of filing of Debtor Think Retail's Bankruptcy Case—i.e., as of the Petition Date—Debtor Think Retail was “balance sheet insolvent,” in that the sum of its debts was greater than all of its assets, at a fair valuation.

35. According to Think Retail's Schedules of Assets and Liabilities, as amended (“Schedules”) [Think Retail Docket #s 1, 32], as of its Petition Date (April 3, 2015), Debtor Think Retail had liabilities of \$1,136,504.83 and assets of \$3,000.00, for a net deficit of minus \$1,133,504.83. According to a balance sheet prepared by Debtor Think Retail's accountants as of December 31, 2013, it then had liabilities of \$1,652,300.48 and assets of \$1,367,945.06, for a net deficit of minus \$284,355.42. Moreover, the stated “assets” included a “Shareholder Receivable” (i.e., apparent excess withdrawals for Debtor Simpson) of \$685,500. As described below, Debtor Simpson was herself insolvent during this period, and, therefore, this “asset” was worthless. Deducting this worthless Shareholder Receivable from the purported assets, as of December 31, 2013, Debtor Think Retail actually had a net deficit of minus \$969,855.42. This same Shareholder Receivable appears on the balance sheet prepared by Debtor Think Retail's accountants as of December 31, 2012, and deducting this worthless receivable from the assets shown on that balance sheet results in Debtor Think Retail having a net deficit of liabilities over assets on that date of minus \$630,335.50. While there was no Shareholder Receivable on the balance sheet prepared by Debtor Think Retail's accountants as of December 31, 2011, that balance sheet reflects existing liabilities of \$1,042,854.52 and assets of \$1,149,172.56 for a theoretical surplus of assets over liabilities of \$106,318.04; however, the stated “assets” included over \$167,000 in “Property and Equipment” consisting of Leasehold Improvements, Office and

Computer Equipment, Furniture and Fixtures and Vehicles whose “real” value was likely substantially less than its stated value. Also, one of Debtor Think Retail’s stated liabilities on the balance sheet prepared by its accountants was a “bank overdraft” that ranged from approximately \$475,000 at the end of 2011, to \$506,000 at the end of 2012, to \$334,000 at the end of 2013. While Plaintiff’s accountants are still in the process of analyzing its financial records, based on Debtor Think Retail’s general ledger and preliminary estimates as to reasonable adjustments to the internal financial statements prepared by Debtor Think Retail, Plaintiff asserts that Debtor Think Retail was balance sheet insolvent at least as early as April 3, 2011, and thereafter continuously remained balance sheet insolvent through its bankruptcy filing date.

36. Moreover, considering the exorbitant withdrawals and transfers that Debtor Simpson made from Debtor Think Retail to fund her compulsive gambling habit during the four years prior to its bankruptcy filing on April 3, 2015 (approximately not less than \$5.7 million), Plaintiff asserts that Debtor Think Retail was “equity insolvent” (see further discussion of this concept below) and severely “undercapitalized” (see further discussion of this concept below) no later than April 3, 2011, and thereafter continuously remained equity insolvent and severely undercapitalized through its bankruptcy filing date.

Debtor Simpson’s Insolvency/Undercapitalization

37. According to Debtor Simpson’s Schedules, as amended [Simpson Docket #s 1, 68], as of the time of filing of Debtor Simpson’s Bankruptcy Case, she had total debts or liabilities of \$3,024,501.33, and had total assets of \$655,969.76, for a net deficit of minus \$2,368,531.57.

38. It also appears from Debtor Simpson’s Statement of Financial Affairs (“SOFA”) [Simpson Docket # 1] that her only source of income (other than potential gambling income) was

her salary and/or member distributions from Think Retail. It also appears from Debtor Simpson's schedules and an independent search of public records, that two federal tax liens had been filed against Debtor Simpson in March 2011 (Lien Book 1997, Page 54, Fulton County, Georgia for a total of \$303,559.16 for unpaid 2008 and 2009 taxes) and June 2011 (Lien Book 2055, Page 678, Fulton County, Georgia in the principal amount of \$213,200.45 for unpaid 2010 taxes).

39. In addition to these tax liens, Debtor Simpson's Schedules, as amended [Simpson Docket #s 1, 68], scheduled unpaid income taxes to the United States for the years 2011 (amount unknown, due in April 2012), 2012 (\$183,673, due in April 2013), 2013 (\$535,484, due in April 2014) and 2014 (amount unknown, due shortly after her bankruptcy filing); and unpaid income taxes to the State of Georgia for the years 2012 (\$38,970, due in April 2013), 2013 (\$97,980, due in April 2014) and 2014 (amount unknown, due shortly after her bankruptcy filing).

40. Also, American Express Centurion Bank and/or one or more subsidiaries or affiliates of American Express Company (collectively called "Amex" for ease of reference) was a judgment creditor of Debtor Simpson, having sued Debtor Simpson (not Debtor Think Retail), on or about January 23, 2013, and having obtained a default judgment against Debtor Simpson on or about June 11, 2013, as to which a Writ of Fieri Facias was recorded on or about November 26, 2013 (Lien Book 2794, Page 369, Fulton County, Georgia in the principal amount of \$75,641.83). At the time of the bankruptcy filings for Debtor Simpson and Debtor Think Retail, they were also both defendants in a lawsuit brought by a supplier of Debtor Think Retail (discussed above in paragraph 6 and footnote 2).

Existence of Creditors at Times of Avoidable Transfers and at the Time of Debtor Think Retail's and Debtor Simpson's Bankruptcies

41. According to Debtor Think Retail's Schedules [Think Retail Docket # 1], at the time of its bankruptcy filing on April 3, 2015, Debtor Think Retail was indebted to a number of creditors, including, without limitation, the following:

(a) Print Direction, Inc. (which had brought a lawsuit against Debtor Think Retail and Debtor Simpson discussed herein), filed as a general unsecured claim for \$513,459.75;

(b) Third-Marietta, LLC (c/o JAMCO Properties, Inc., property manager), filed as a general unsecured claim for \$45,258.04;

(c) Market Place Color, scheduled as a general unsecured claim for \$72,168.19;

(d) Register Lithographers, Ltd., filed as a general unsecured claim for \$356,881.00.

42. According to Debtor Think Retail's financial records (General Ledger), each of the foregoing creditors had been creditors of Debtor Think Retail as of the period beginning four years prior to Debtor Think Retail's bankruptcy filing (i.e., as of April 3, 2011); and each had continuously been creditors of Debtor Think Retail throughout the ensuing four year period ending in the bankruptcy filing of Debtor Think Retail on April 3, 2015.

43. Moreover, according to Debtor Simpson's Schedules [Simpson Docket # 1], at the time of her bankruptcy filing on April 3, 2015, Debtor Simpson was also liable to each of the foregoing creditors pursuant to guarantees of the debts of Debtor Think Retail which she had provided to each of those creditors. Also, as discussed herein, on and as of April 3, 2011, Debtor Simpson was indebted to the Internal Revenue Service of the United States Government for income taxes in the stated amount of \$303,559.16 as evidenced by a tax lien which had been filed in March 2011 (as well as another tax lien filed in June 2011 in the principal amount of

\$213,200.45); and Debtor Simpson remained indebted to the federal government for those income taxes, as well as others, as of the date of her bankruptcy filing on April 3, 2015. As of the date of her bankruptcy filing on April 3, 2015, Debtor Simpson was also indebted to two creditors who asserted secured claims against her residence (Nationstar Mortgage, LLC, filed claim of \$430,634.21) and First Tennessee Bank (scheduled claim of \$69,181.00), each of whose claims had arisen in or about October 2004 and existed continuously from that time through the filing of Debtor Simpson's Bankruptcy Case.

Transfers from Debtor Think Retail to Debtor Simpson and Others
as Wrongful and Unlawful "Owner Draws" or "Member Distributions"

44. The purported justification asserted by Debtor Simpson for making substantially all the transfers described herein is that each such transfer was intended by her to be an "owner's draw" or a "distribution" to her as a member of a Georgia limited liability company.

45. As described herein, at the time of each such transfer, numerous creditors held claims against Debtor Think Retail. Those claims arose before Debtor Think Retail made or incurred each of those transfers, and those creditors continued to hold claims against Debtor Think Retail at the time of its Bankruptcy Case.

46. As described herein, at the time of each such transfer, Debtor Think Retail: (a) was "balance sheet insolvent," in that the sum of its debts was greater than all of its assets, at a fair valuation; (b) was "equitably insolvent," in that it was generally not paying its debts as they became due, and/or (c) was severely "undercapitalized," in that it was engaged in business or transactions, or was about to engage in business or transactions, for which the property remaining with it was an unreasonably small capital—i.e., it did not have the ability to generate enough cash flow or profits from its operations to pay its debts and remain financially stable.

47. As the sole member and manager of Debtor Think Retail, Debtor Simpson knew, or in the exercise of reasonable diligence required under the circumstances, should have known, and is charged with knowing, that Debtor Think Retail was “balance sheet insolvent,” “equitably insolvent,” and/or severely “undercapitalized” as described herein.

48. Considering the financial condition of Debtor Think Retail as described herein, each of the transfers purportedly intended to be “owner’s draws” or “member’s distributions” to or for the benefit of Debtor Simpson were wrongful and unlawful under Georgia law.

49. Debtor Simpson, as the sole member and manager of Debtor Think Retail, by causing Debtor Think Retail to make each of the transfers purportedly intended to be “owner’s draws” or “member’s distributions” to herself, or for her benefit, breached her fiduciary and other duties to Debtor pursuant to Debtor Think Retail’s Operating Agreement and Georgia law, including O.C.G.A. §§ 14-11-305, 14-11-407 and 14-11-408, and the Georgia common law duty to conserve and manage the assets of an insolvent entity in trust for the benefit of its creditors and not use those assets to benefit herself.

50. In making each of the transfers purportedly intended to be “owner’s draws” or “member’s distributions” to herself, or for her benefit, Debtor Simpson became, and is, liable to Debtor Think Retail and to Plaintiff, as Debtor Think Retail’s legal successor in interest, under O.C.G.A. §§ 14-11-305, 14-11-407 and 14-11-408 and Georgia common law for each of said transfers in an amount to be determined at trial, but which amount should be not less than the principal amount of each of said transfers made to or for her benefit, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer’s recovery.

51. In making each of the transfers purportedly intended to be “owner’s draws” or “member’s distributions” to herself, or for her benefit, Debtor Simpson wrongfully converted the assets so transferred to her own use, and became, and is, a “trustee-ex-maleficio” of the assets so transferred.

52. Moreover, Debtor Simpson received each of the transfers purportedly intended to be “owner’s draws” or “member’s distributions” to herself, or for her benefit, under circumstances such that Debtor Simpson could not, and cannot, enjoy any beneficial interest in the assets so transferred without violating established principles of equity, either from fraud or otherwise; and such assets, and their proceeds, can, and should, be impressed with a constructive trust in favor of Plaintiff to facilitate the recovery of these assets that were transferred in violation of the rights of Debtor Think Retail’s creditors. Such a constructive trust can, and should, also be impressed upon assets which are fungible and easily conveyed or further transferred.

53. Pursuant to sections 541, 544, 548, and 550 of the Bankruptcy Code (11 U.S.C. §§ 541, 544, 548 and 550), and, as applicable, Title 18, Chapter 2, Article 4 of the Official Code of Georgia (O.C.G.A. §18-2-70, et seq.) (the “Georgia Uniform Fraudulent Transfers Act”); Sections 305, 407 and 408 of Chapter 11, Title 14 of the Official Code of Georgia (O.C.G.A. §§14-11-305, 407 and 408) (the “Georgia Limited Liability Companies Act”); and under equitable concepts such as unjust enrichment, and, as applicable, constructive trust, each of the transfers purportedly intended to be “owner’s draws” or “member’s distributions” to herself, or for her benefit, was, and is, voidable as to Plaintiff, and avoidable and recoverable by Plaintiff from the initial transferee or person for whose benefit each such transfer was made, and/or from any immediate or mediate transferee who did not take such transfer for value, in good faith, and

without knowledge of the voidability of the transfer avoided, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer's recovery.

Transfers Done by Debtor Think Retail and Debtor Simpson
With Intent to Hinder, Delay or Defraud Creditors

54. Considering the facts and circumstances described and identified herein, including, among other things: the lengthy and pervasive nature of Debtor Simpson's gambling activities; the utter lack of any relationship between her gambling activities and the business of Debtor Think Retail; the precarious financial condition of Debtor Think Retail; Debtor Simpson's fiduciary relationship with Debtor Think Retail as its manager and only member; as well as her fiduciary relationship to the creditors of Debtor Think Retail, Plaintiff asserts that each and every transfer Debtor Simpson made from Debtor Think Retail to pay for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures) which did not provide any benefit to Debtor Think Retail—and deprived legitimate creditors of Debtor Think Retail of funds to pay their debts—was done with the intent to hinder, delay or defraud Debtor Think Retail's creditors.

55. Similarly, Plaintiff asserts that every transfer Debtor Simpson made from funds obtained from Debtor Think Retail to pay for Debtor Simpson's gambling and gambling-related expenditures (as well as some payments for personal expenditures) which did not provide any benefit to Debtor Think Retail (such as withdrawal of funds at casinos and air travel to and from casinos)—and deprived legitimate creditors of Debtor Simpson as well as Debtor Think Retail of funds to pay their debts—was done with the intent to hinder, delay or defraud Debtor Simpson's and Debtor Think Retail's creditors.

Avoidable/Recoverable Transfers to the Venetian/Palazzo Defendants

56. Plaintiff incorporates the allegations of Paragraphs 1 through 55 of the Complaint by reference as if fully set forth herein.

Debtor Simpson's Gambling Activity at the Venetian/Palazzo

57. Of the approximately not less than \$27 million of funds that Debtor Simpson expended in gambling activities during the four full years prior to the bankruptcies of Debtor Simpson and Debtor Think Retail (i.e., 2011 thru 2014), it appears that Debtor Simpson engaged in gambling activities at the Venetian/Palazzo involving funds of approximately not less than \$5.98 million, that included "slot coin in" and "table in" in the following annual amounts: (a) approximately not less than \$2.4 million in 2011; (b) approximately not less than \$2.6 million in 2012; (c) approximately not less than \$832,000 in 2013; and (d) approximately not less than \$153,000 in 2014.

58. Of the total significant number of gambling trips and days engaged in gambling in the four full years prior to the bankruptcies of Debtor Simpson and Debtor Think Retail (i.e., 2011 thru 2014), it appears Debtor Simpson Debtor Simpson engaged in approximately 13 multi-day gambling trips to the Venetian/Palazzo, and spent approximately 64 days engaged in gambling activities at the Venetian/Palazzo, as follows: (a) in 2011, approximately 4 multi-day gambling trips consisting of approximately 23 separate days; (b) in 2012, approximately 6 multi-day gambling trips consisting of approximately 27 separate days; (c) in 2013, approximately 2 multi-day gambling trips consisting of approximately 10 separate days; and (d) in 2014, approximately 1 multi-day gambling trip consisting of approximately 5 separate days.

59. As described below, while Plaintiff is unable to state with specificity at this time the exact number and amount of the Avoidable/Recoverable transfers to the Venetian/Palazzo

which Plaintiff asserts are avoidable and recoverable for the benefit of the creditors of Debtor Think Retail and/or Debtor Simpson that were made either directly from Debtor Think Retail to the Venetian/Palazzo and/or subsequently from Debtor Simpson from the funds transferred to her from Debtor Think Retail, Plaintiff can and does assert that the amount of such avoidable and recoverable transfers is not less than approximately \$273,118, and is composed of the component parts described below.

Debtor Simpson's Methodology in Gambling

60. As described elsewhere, Debtor Simpson had several federal tax liens against her in the principal amount of approximately \$515,000, was personally insolvent and/or substantially undercapitalized, and obtained funds to feed her compulsive gambling addiction in a number of ways, including:

(a) withdrawals of funds from Debtor Think Retail's SunTrust Account by means of OTC withdrawals, and the negotiation of checks payable to herself or cash, which funds she would then deposit into slot machines or use for table games;

(b) withdrawals of funds transferred from Debtor Think Retail's SunTrust Account to Debtor Simpson's SunTrust Account by means of OTC withdrawals, and the negotiation of checks payable to herself or cash, which funds she would then deposit into slot machines or use for table games;

(c) withdrawal of funds from Debtor Think Retail's SunTrust Account using ATMs located at casinos by means of the debit card associated with that account, which funds she would then deposit into slot machines or use for table games;

(d) withdrawal of funds from Debtor Simpson's SunTrust Account using ATMs located at casinos by means of the debit card associated with that account, which funds she would then deposit into slot machines or use for table games;

(e) withdrawal of funds from ATM's located at casinos using credit cards issued in her own name, or in the name of others, payments for which incurred obligations were made, and were intended to be made, either directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson, which funds she would then deposit into slot machines or use for table games;

(f) the use of the debit card associated with Debtor Think Retail's SunTrust Account to pay for accommodations at hotels associated with the casinos at which she gambled;

(g) the use of the debit card associated with Debtor Simpson Retail's SunTrust Account to pay for accommodations at hotels associated with the casinos at which she gambled, payments for which incurred obligations were made, and were intended to be made from funds transferred from Debtor Think Retail to Debtor Simpson; and

(h) the use of credit cards issued in her own name to pay for accommodations at hotels associated with the casinos at which she gambled, payments for which incurred obligations were made, and were intended to be made, either directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson.

61. The frequency with which Debtor Simpson obtained funds from these various sources, and her use of such funds, were dictated by the methodology by which she gambled, which appears to have been as follows:

(a) Prior to departing on a gambling trip, and sometimes during a gambling trip, Debtor Simpson would transfer funds from Debtor Think Retail's SunTrust Account to Debtor Simpson's SunTrust Account to have available for her use in funding her compulsive gambling addiction;

(b) Prior to departing on a gambling trip, Debtor Simpson would obtain substantial currency through the various methods of withdrawal from Debtor Think Retail's and Debtor Simpson's SunTrust Accounts as described above to either take with herself on the gambling trip and/or obtain during the course of the gambling trip;

(c) Debtor Simpson, carrying the currency she had obtained prior to departure, would travel either by airplane or by car from Atlanta to the casino at which she intended to gamble;

(d) Sometimes Debtor Simpson would travel alone, and sometimes she would be accompanied by, or later joined by, other persons who either gambled with her, or not, and who would take advantage of the benefits of staying at the casino hotel, some of whose services and amenities were "compted" to Debtor Simpson due to the volume of her gambling activity;

(e) At the beginning of the gambling trip, Debtor Simpson would generally use the currency which she brought with herself until that currency was gambled away; and then Debtor Simpson would obtain additional cash to use for gambling in the following ways, generally in the following order:

(1) Debtor Simpson would use the debit card associated with Debtor Simpson Retail's SunTrust Account in "normal mode" at ATMs located at casinos to withdraw funds that she had previously transferred into that account from Debtor Think Retail's SunTrust

Account, which funds she would then deposit into slot machines or use for table games. The amount of funds which Debtor Simpson could withdraw from her SunTrust Account using the debit card associated with that account in this “mode” was apparently limited to a daily cash withdrawal limit (the exact amount being currently unknown);

(2) After Debtor Simpson reached the daily limit of cash withdrawals from her SunTrust Account (or, perhaps, to simply vary the source of her gambling funds), Debtor Simpson would use the debit card associated with Debtor Think Retail’s SunTrust Account in “normal mode” at ATMs located at casinos to withdraw funds, which funds she would then deposit into slot machines or use for table games. The amount of funds which Debtor Simpson could withdraw from Debtor Think Retail’s SunTrust Account using the debit card associated with that account in this “mode” was also apparently limited to a daily cash withdrawal limit (the exact amount being currently unknown);

(3) After reaching the daily limit of cash withdrawals on both SunTrust Accounts (or, perhaps, to simply vary the source of her gambling funds), Debtor Simpson would then use the debit cards associated with Debtor Think Retail’s SunTrust Account and/or Debtor Simpson’s SunTrust Account in “credit card mode” at ATMs located at casinos to obtain “point of sale” cash withdrawals of additional amounts. Apparently, during the time-frame relevant to this matter, most casinos, including the Venetian/Palazzo, had ATMs colloquially referred to as “GCA” machines (apparently referring to a company named “Global Cash Access) whose then business was “providing casinos with ATMs, point-of-sale and debit card transaction devices, slot machine ticket redemption kiosks, and other payment processing equipment.” (See <http://www.reviewjournal.com/columns-blogs/inside-gaming/global-cash-access-rings-winner-small-texas-manufacturer> (last visited March 30, 2017)) , which funds she would then deposit into slot machines or use for table games.

These “GCA” machines at some casinos, including the Venetian/Palazzo, were apparently linked to the sophisticated gaming software systems used to keep track of gamblers’ activities, and records of these transactions appear in gaming records as well as in SunTrust Account statements of Debtor Think Retail and Debtor Simpson.

Apparently, the amount of funds which Debtor Simpson could withdrawal from either Debtor Think Retail’s or Debtor Simpson’s SunTrust Accounts through such “point of sale” “GCA” ATM transactions was also subject to a daily limit, the amount of which is currently unknown.

(4) After reaching the daily limit of cash withdrawals on both SunTrust Accounts through such “point of sale” “GCA” ATM transactions (or, perhaps, to simply vary the source of her gambling funds), Debtor Simpson would obtain funds using a credit card issued in her name by Bank of America, N.A. and/or one or more of its subsidiaries (collectively called “BoA” for ease of reference) to obtain cash withdrawals through such “point of sale” “GCA” ATM transactions, which funds she would then deposit into slot machines or use for table games. Apparently, the amount of funds which Debtor Simpson could obtain through such “point of sale” “GCA” ATM transactions using her BoA credit card was also subject to a daily limit, the amount of which is currently unknown.

Substantially all the payments for these obligations incurred by Debtor Simpson by such use of that credit card were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson;

(5) After reaching the daily limit of cash withdrawals on the BoA credit card issued to her through such “point of sale” “GCA” ATM transactions (or, perhaps, to simply vary the source of her gambling funds), Debtor Simpson would obtain funds using a credit card issued in the name of her uncle, Wayne Simpson, to obtain cash withdrawals through such “point of sale” “GCA” ATM transactions, which funds she would then deposit into slot machines or use for table games. Apparently, the amount of funds which Debtor Simpson could obtain through such “point of sale” “GCA” ATM transactions using her uncle’s credit card was also subject to a daily limit, the amount of which is currently unknown.

Substantially all the payments for these obligations incurred by Debtor Simpson by such use of that credit card were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson;

(6) On certain occasions (the exact dates being currently unknown to Plaintiff), Debtor Simpson would obtain funds from Debtor Think Retail by having a person located at the Debtor Think Retail office in Atlanta take a check on Debtor Think Retail’s SunTrust Account that had been previously signed by Debtor Simpson, but with the payee and amount blank, to a SunTrust bank location and negotiate that check for a certain amount of funds. The check would be made payable either to cash or to the person negotiating the check. After negotiating the check, the person who did so, and who had the currency proceeds of that check, would then travel to the gambling casino where Debtor Simpson was then located, and would deliver that currency to Debtor Simpson, which funds she would then deposit into slot machines or use for table games.

(7) In addition to the foregoing, notwithstanding that Debtor Simpson was “compted” for a substantial amount of her lodging expenses by the hotels associated with the casinos at which she gambled, Debtor Simpson did incur lodging and related expenses. She generally paid for these gambling-related lodging expenses by use of: (i) the debit card associated with Debtor Think Retail’s SunTrust Account; (ii) the debit card associated with Debtor Simpson’s SunTrust Account; (c) the credit card issued to her personally by Amex; and the credit card issued to her by BoA. The payments for the charges incurred on the debit card associated with Debtor Simpson’s SunTrust Account, and the obligations incurred by Debtor Simpson by such use of the credit cards issued to her personally were made, and were intended to be made from funds transferred from Debtor Think Retail to Debtor Simpson.

Avoidable/Recoverable Transfers to the Venetian/Palazzo Defendants

62. Plaintiff incorporates the allegations of Paragraphs 1 through 61 of the Complaint by reference as if fully set forth herein.

63. As to Debtor Simpson's gambling activities at the Venetian/Palazzo within four (4) years of the bankruptcies of Debtor Think Retail and Debtor Simpson (i.e., on and after April 3, 2011 through and including April 2, 2015), the amounts currently known to Plaintiff that were transferred or paid to or for the benefit of the Venetian/Palazzo Defendants directly by Debtor Think Retail, as well as directly by Debtor Simpson and indirectly by Debtor Think Retail, as well as the obligations incurred by Debtor Simpson that were made, and were intended to be made from funds transferred from Debtor Think Retail to Debtor Simpson—not including the currently unknown amounts of currency that Debtor Simpson brought with her at the start of her gambling trips which she deposited into slot machines or used for table games—amount to not less than approximately \$273,118, and are composed of the following incremental amounts:

(a) Withdrawals of funds by Debtor Simpson from Debtor Think Retail's SunTrust Account using the debit card associated with that account in "normal mode" at ATMs located at the Venetian/Palazzo, which funds she then deposited into slot machines or use for table games – approximately \$3,520;

(b) Withdrawals of funds by Debtor Simpson from Debtor Think Retail's SunTrust Account using the debit card associated with that account in "credit card mode" for "point of sale" "GCA" ATM transactions at ATMs located at the Venetian/Palazzo, which funds she then deposited into slot machines or use for table games - approximately \$82,484;

(c) Payments by Debtor Simpson to the Venetian/Palazzo for lodging and related expenses using the debit card associated with Debtor Think Retail's SunTrust Account - approximately \$2,624;

(d) Withdrawals of funds by Debtor Simpson from Debtor Simpson's SunTrust Account, which funds she had previously transferred into that account from Debtor Think Retail's SunTrust Account for the purpose of later withdrawal to fund her gambling and related activities, using the debit card associated with her account in "normal mode" at ATMs located at the Venetian/Palazzo, which funds she then deposited into slot machines or use for table games - approximately \$20,040;

(e) Withdrawals of funds by Debtor Simpson from Debtor Simpson's SunTrust Account, which funds she had previously transferred into that account from Debtor Think Retail's SunTrust Account for the purpose of later withdrawal to fund her gambling and related activities, using the debit card associated with her account in "credit card mode" for

“point of sale” “GCA” ATM transactions at ATMs located at the Venetian/Palazzo, which funds she then deposited into slot machines or use for table games - approximately \$81,074;

(f) Withdrawals of funds by Debtor Simpson using a credit card issued in her name by BoA—payments for which incurred obligations were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson—for “point of sale” “GCA” ATM transactions at ATMs located at the Venetian/Palazzo, which funds she then deposited into slot machines or use for table games - approximately \$56,726;

(g) Withdrawals of funds by Debtor Simpson using a credit card issued in the name of Wayne Simpson—payments for which incurred obligations were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson—for “point of sale” “GCA” ATM transactions at ATMs located at the Venetian/Palazzo, which funds she then deposited into slot machines or use for table games - approximately \$11,968;

(h) Payments by Debtor Simpson to the Venetian/Palazzo for lodging and related expenses, with funds she had previously transferred from Debtor Think Retail’s SunTrust Account into Debtor Simpson’s SunTrust Account for the purpose of funding her gambling and related activities, using the debit card associated with Debtor Simpson’s SunTrust Account - approximately \$7,247;

(i) Payments by Debtor Simpson to the Venetian/Palazzo for lodging and related expenses using a credit card issued in her name by Amex—payments for which incurred obligations were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson - approximately \$6,428; and

(j) Payments by Debtor Simpson to the Venetian/Palazzo for lodging and related expenses using a credit card issued in her name by BoA—payments for which incurred obligations were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson - approximately \$1,007.

64. As to the currently unknown amounts of currency that Debtor Simpson brought with her at the start of her gambling trips which she deposited into slot machines or used for table games, Plaintiff respectfully reserves the right and opportunity to amend this complaint and/or present evidence to the trier of fact to quantify such additional avoidable and recoverable transfers at the conclusion of discovery in this matter. Plaintiff respectfully represents that the likely amount of such additional avoidable and recoverable transfers will be the amounts of “new

money” deposited into slot machines or used at table games by Debtor Simpson during the course of her gambling trips, with the amounts described above being deducted therefrom.

65. Of the approximately \$273,118 transferred within four (4) years of the filings of Debtor Think Retail’s Bankruptcy Case and Debtor Simpson’s Bankruptcy Case (the “Four Year Venetian/Palazzo Defendants Transfers”) to the Venetian/Palazzo Defendants by Debtor Think Retail both directly, and subsequently by Debtor Simpson after having been transferred to her by Debtor Think Retail as described herein, approximately \$61,859 of that amount was transferred within two (2) years of the filings of Debtor Think Retail’s Bankruptcy Case and Debtor Simpson’s Bankruptcy Case (the “Two Year Venetian/Palazzo Defendants Transfers”).

66. A document identifying each of the Four Year Venetian/Palazzo Defendants Transfers (which necessarily includes the Two Year Venetian/Palazzo Defendants Transfers) is attached hereto as Exhibit “A-1,” and incorporated herein by reference. This document lists each of the Venetian/Palazzo Defendants Transfers by date, account, category and amount, and calculates the totals for each category and the totals for the transfers described herein.

67. Another document identifying each of the Four Year Venetian/Palazzo Defendants Transfers (which necessarily includes the Two Year Venetian/Palazzo Defendants Transfers) is attached hereto as Exhibit “A-2,” and incorporated herein by reference. This document lists in chronological order each of the Venetian/Palazzo Defendants Transfers by date, account, category and amount, and also contains extracted images from the account statements of Debtor Think Retail’s SunTrust Account, Debtor Simpson’s SunTrust Account, as well as extracted images from account statements of Debtor Simpson’s Amex credit card account and Debtor Simpson’s BoA credit card account reflecting the charges thereon for the

Venetian/Palazzo Defendants Transfers, and the payments made to Amex and BoA for those charges by Debtor Think Retail.

68. Plaintiff asserts that for the reasons, and based upon the grounds asserted herein, Plaintiff is entitled to avoid, and recover for the benefit of Debtor Think Retail's Bankruptcy Estate, an amount equal those of Four Year Venetian/Palazzo Defendants Transfers (which necessarily includes the Two Year Venetian/Palazzo Defendants Transfers) that were either: (a) payments that Debtor Simpson caused Debtor Think Retail to make directly to or for the benefit of the Venetian/Palazzo Defendants for Debtor Simpson gambling and gambling-related expenditures; (b) payments that Debtor Simpson made to or for the benefit of the Venetian/Palazzo Defendants from funds that she had transferred from Debtor Think Retail to fund her gambling and gambling related expenditures; (c) payments that Debtor Simpson caused Debtor Think Retail to make directly to or for the benefit of the Venetian/Palazzo Defendants for personal expenditures for which Debtor Think Retail did not receive reasonably equivalent value; (d) payments that Debtor Simpson made to or for the benefit of the Venetian/Palazzo Defendants from funds that she had transferred from Debtor Think Retail to fund her gambling and gambling related expenditures for which Debtor Think Retail did not receive reasonably equivalent value; and (e) payments that Debtor Simpson made to or for the benefit of the Venetian/Palazzo Defendants either directly or from funds that she had transferred from Debtor Think Retail to fund her gambling and gambling related expenditures which the Venetian/Palazzo Defendants did not receive in good faith—together with interest thereon at the highest allowable rate from the date of each of such transfers (or such later date as the Court may determine) to the date of recovery. Such Transfers are hereafter collectively called the “the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers.”

69. As described elsewhere herein, Plaintiff asserts that substantially all the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers were gambling and gambling-related expenditures of Debtor Simpson, were not related to the business of Debtor Think Retail; were not for the benefit of Debtor Think Retail; and Debtor Think Retail did not receive reasonably equivalent value for such transfers.

70. Moreover, as to those the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers which initially involved charges or obligations made or incurred by Debtor Simpson's use of credit or debit cards, payments for which incurred obligations were made, and were intended to be made, directly by Debtor Think Retail, or from funds transferred from Debtor Think Retail to Debtor Simpson to fund her gambling and gambling related expenditures, such charges or obligations were not related to the business of Debtor Think Retail; were not for the benefit of Debtor Think Retail; Debtor Think Retail did not receive reasonably equivalent value for such transfers when such charges were incurred; and Debtor Think Retail did not receive reasonably equivalent value for payments which Debtor Simpson caused it to make for such charges made or incurred by Debtor Simpson's use of credit or debit cards. Plaintiff reserves the right and opportunity to amend this complaint and/or submit evidence to the trier of fact to specifically identify any further such the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as may become known during discovery in this matter.

71. Plaintiff further asserts, upon information and belief, that all of the Four Year Venetian/Palazzo Defendants Transfers (which necessarily includes the Two Year Venetian/Palazzo Defendants Transfers) identified and described herein are the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers which Plaintiff is entitled to avoid and recover as set forth herein. Plaintiff reserves the right and opportunity to amend this complaint and/or

present evidence to the trier of fact to modify the list of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers which Plaintiff is entitled to avoid and recover as set forth herein (or not) depending upon the results of discovery in this action.

72. Plaintiff further asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for the benefit of the Venetian/Palazzo Defendants were made with the intent to hinder, delay, or defraud the creditors of Debtor Think Retail and/or, as applicable, the creditors of Debtor Simpson.

73. Plaintiff further asserts that alternatively, the facts and circumstances described and identified herein alternatively establish that at the time Debtor Think Retail, and, as applicable, Debtor Simpson, made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, Debtor Think Retail and, as applicable, Debtor Simpson, each was insolvent or became insolvent as a result thereof.

74. Plaintiff further asserts that alternatively, the facts and circumstances described and identified herein alternatively establish that Debtor Think Retail and, as applicable, Debtor Simpson, made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein without receiving a reasonably equivalent value in exchange for such transfers and obligations, and each:

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

(b) intended to incur, or believed or reasonably should have believed that is or she would incur debts beyond its or her ability to pay as they became due.

75. Plaintiff further asserts that the facts and circumstances described herein, as may be reinforced by other facts and circumstances presented to the trier of fact in this matter, establish that the Venetian/Palazzo Defendants did not receive the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers in good faith and for reasonably equivalent value.

76. By way of example, Plaintiff asserts that as a gambling casino duly licensed or authorized to do business as such in the United States under the laws of the State of Mississippi, with gross annual gaming revenue in excess of \$ 1 million, the Venetian/Palazzo Defendants is subject to the Anti-Money Laundering and Counter-Terrorism Financing rules and regulations promulgated pursuant to the Bank Secrecy Act (BSA; 31 USC 5311 – 5330), as amended by the USA PATRIOT Act (115 STAT. 272 PUBLIC LAW 107–56—OCT. 26, 2001).

77. As such, the Venetian/Palazzo Defendants is s required to develop and implement a BSA compliance program that adequately addresses the risks posed by its products, services, customer base, and geographical location for the potential of money laundering and terrorist financing.

78. At a minimum, each BSA compliance program must provide for, among other things:

- Procedures for using all available information to determine and verify the name, address, social security or taxpayer identification number, and other identifying information for a person;
- Procedures for using all available information to determine the occurrence of any transactions or patterns of transactions required to be reported as suspicious;
- Procedures for using all available information to determine whether a record required under the BSA must be made and retained; and
- For casinos and card clubs with automated data processing systems, use of the programs to aid in assuring compliance.⁵

⁵ See, e.g., FIN-2010-G003, Casino or Card Club Compliance Program Assessment, U.S. Department of the Treasury, Financial Crimes Enforcement Network (FinCEN), Issued: June 30, 2010.

79. In developing and implementing an effective BSA compliance program to combat money laundering and terrorist financing, a casino such as the Venetian/Palazzo Defendants is required to consider many risk indicators or factors, and monitor its customers' activities and information about its customers that bear upon those factors, including:

- Customers that pose higher risks based on type of account, account activity, types of products and services used, geographic locality, or player ratings, etc.;
- Customers that engage in a relatively high level of spending;
- Customers engaged in high value gambling that are inconsistent with a casino or card club's information about levels or sources of assets or incomes, or inconsistent with information about occupations in casino credit/marker account records (e.g., credit/marker applications) or other records;
- Customers observed borrowing money from non-conventional sources, including other customers;
- Customers conducting transfers of significant or unusual amounts of funds through depository institutions;
- Regular customers with unusual spending pattern changes (e.g., dramatic or rapid increases in the size and frequency of transactions).⁶

80. Considering the foregoing, Plaintiff asserts that, in the exercise of due diligence required under the circumstances, the Venetian/Palazzo Defendants knew, or should have known, and is charged with knowing, that throughout the four year period prior to the bankruptcy filings of Debtor Simpson and Debtor Think Retail: Debtor Simpson was the subject of federal tax liens in the principal amount in excess of \$515,000; was insolvent and/or severely undercapitalized; was making transfers and incurring charges for gambling and gambling related expenditures well beyond her ability to pay; that those transfers and charges were being made and paid for by an entity whose business had nothing to do with Debtor Simpson's gambling; and which had its own creditors, the payment of whose debts would likely be interfered with and

⁶ See, e.g., FIN-2010-G002, Casino or Card Club Risk-Based Compliance Indicators, U.S. Department of the Treasury, Financial Crimes Enforcement Network (FinCEN), Issued: June 30, 2010.

impacted by the withdrawal of substantial sums to pay for Debtor Simpson's clearly compulsive and exorbitantly expensive gambling habit. Considering such factors, as well as others which should have been, and likely were, known to the Venetian/Palazzo Defendants at the time, the Venetian/Palazzo Defendants knew, or should have known, that the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers payments that Debtor Simpson was causing Debtor Think Retail to make, and were making herself using funds Debtor Simpson had transferred from Debtor Think Retail for Debtor Simpson's gambling and gambling-related expenditures, were being made while Debtor Think Retail and Debtor Simpson were insolvent or would be rendered insolvent by such transfers, were undercapitalized, and with the intent to hinder, delay or defraud the creditors of Debtor Think Retail and Debtor Simpson.

81. Plaintiff respectfully submits that in order to establish a "good faith" defense to the requirement to turn over to Plaintiff the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers which the Venetian/Palazzo received (assuming, for the purposes of argument, that such a defense were applicable), the Venetian/Palazzo will have to show that it had an effective BSA compliance program and that it complied with its BSA compliance program, that its actions were reasonable, and that the information which it learned, or should have learned in the exercise of reasonable diligence required under the circumstances, meet the standard of having received each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers which it received in "good faith."

82. In that regard, Plaintiff asserts that considering the facts and circumstances described herein as to the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers which either were known, or should have become known to the Venetian/Palazzo Defendants based upon reasonable inquiry, a trier of fact can and will reasonably determine that the

Venetian/Palazzo Defendants did not receive any of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers in “good faith” as provided in either the Bankruptcy Code or the Georgia Uniform Fraudulent Transfer Act.

Plaintiff’s Claims for Relief Against the Venetian/Palazzo Defendants

First Claim For Relief Against the Venetian/Palazzo Defendants
Pursuant to §§ 544 and 550 of the Bankruptcy Code
and the Georgia Uniform Fraudulent Transfers Act

83. Plaintiff incorporates the allegations of Paragraphs 1 through 82 of the Complaint by reference as if fully set forth herein.

84. The facts and circumstances described and identified herein establish that during the four year period prior to Debtor Think Retail’s bankruptcy, Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described herein.

85. The facts and circumstances described and identified herein establish that at the time Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, numerous creditors held claims against the Debtor Think Retail. Those claims arose before Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, and those creditors continued to hold claims against Debtor Think Retail at the time of its Bankruptcy Case.

86. The facts and circumstances described and identified herein establish that Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein with actual intent to hinder, delay, or defraud its then existing and future creditors as provided in Official Code of Georgia Annotated section 18-2-74(a)(1) (O.C.G.A. § 18-2-74(a)(1)).

87. Alternatively, the facts and circumstances described and identified herein alternatively establish that at the time Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, Debtor Think Retail was insolvent or became insolvent as a result thereof.

88. Alternatively, the facts and circumstances described and identified herein alternatively establish that Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein without receiving a reasonably equivalent value in exchange for such transfers and obligations, and that Debtor Think Retail:

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

(b) intended to incur, or believed or reasonably should have believed that he would incur debts beyond its ability to pay as they became due;

as provided in Official Code of Georgia Annotated section 18-2-74(a)(2).

89. The facts and circumstances described and identified herein establish that Debtor Simpson asserts that each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers was made to or for her benefit in her purported capacity as a member of Debtor Think Retail.

90. The facts and circumstances described and identified herein establish that each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein was made at a time when, after giving effect to such transfer: (a) Debtor Think Retail was not be able to pay its debts as they become due in the usual course of business; and/or (b) Debtor Think Retail's total assets were less than the sum of its total liabilities.

91. The facts and circumstances described and identified herein establish that Debtor Simpson, in causing and/or allowing each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein to be made to or for her benefit, and/or by

accepting each of those transfers, breached her fiduciary and other duties to Debtor Think Retail pursuant to Debtor Think Retail's Operating Agreement and Georgia law, including O.C.G.A. §§ 14-11-305, 14-11-407 and 14-11-408, and the Georgia common law duty to conserve and manage the assets of an insolvent entity in trust for the benefit of its creditors and not use those assets to benefit herself.

92. Based upon the facts and circumstances described and identified herein a trier of fact can and will reasonably determine that the Venetian/Palazzo Defendants did not receive any of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein in "good faith" as provided in either the Bankruptcy Code or the Georgia Uniform Fraudulent Transfer Act.

93. The facts and circumstances described and identified herein establish that the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein are voidable pursuant to 11 U.S.C. § 544, and O.C.G.A. §§ 18-2-74 and 18-2-75, and Plaintiff is entitled to void the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as provided in O.C.G.A. §§ 18-2-77 and 18-2-78. Pursuant thereto, and pursuant to 11 U.S.C. § 550, Plaintiff is entitled to recover the transferred assets and/or their value from the Venetian/Palazzo Defendants, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer's recovery, and an order directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff the assets so transferred or their value, and providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee.

Second Claim For Relief Against the Venetian/Palazzo Defendants
Pursuant to §§ 544 and 550 of the Bankruptcy Code
and the Georgia Uniform Fraudulent Transfers Act

94. Plaintiff incorporates the allegations of Paragraphs 1 through 93 of the Complaint by reference as if fully set forth herein.

95. The facts and circumstances described and identified herein establish that during the four year period prior to Debtor Think Retail's bankruptcy, Debtor Simpson withdrew or transferred funds from Debtor Think Retail to herself, which Debtor Simpson then used directly to fund her compulsive gambling habit.

96. In the First Claim for Relief Against the Venetian/Palazzo Defendants, Plaintiff has asserted that the facts and circumstances described and identified herein establish that during the four year period prior to Debtor Think Retail's bankruptcy, Debtor Think Retail made or incurred the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described herein.

97. In this Second Claim for Relief Against the Venetian/Palazzo Defendants, Plaintiff asserts, as an alternative grounds for recovery for the benefit of Debtor Simpson's Bankruptcy Estate, that Debtor Simpson made or incurred certain of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described herein, to wit: those the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers that were made directly by Debtor Simpson to or for the benefit of the Venetian/Palazzo Defendants using funds Debtor Simpson had transferred from Debtor Think Retail (hereafter the "Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers").

98. The facts and circumstances described and identified herein establish that at the time Debtor Simpson made or incurred the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, numerous creditors held claims against the

Debtor Simpson. Those claims arose before Debtor Simpson made or incurred the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, and those creditors continued to hold claims against Debtor Simpson at the time of her Bankruptcy Case.

99. The facts and circumstances described and identified herein establish that Debtor Simpson made or incurred the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein with actual intent to hinder, delay, or defraud her then existing and future creditors as provided in Official Code of Georgia Annotated section 18-2-74(a)(1) (O.C.G.A. § 18-2-74(a)(1)).

100. Alternatively, the facts and circumstances described and identified herein alternatively establish that at the time Debtor Simpson made or incurred the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, Debtor Simpson was insolvent or became insolvent as a result thereof.

101. Alternatively, the facts and circumstances described and identified herein alternatively establish that Debtor Simpson made or incurred the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein without receiving a reasonably equivalent value in exchange for such transfers and obligations, and that Debtor Simpson:

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

(b) intended to incur, or believed or reasonably should have believed that she would incur debts beyond her ability to pay as they became due;

as provided in Official Code of Georgia Annotated section 18-2-74(a)(2).

102. The facts and circumstances described and identified herein establish that Debtor Simpson asserts that each of the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein was made to or for her benefit in her purported capacity as a member of Debtor Think Retail.

103. The facts and circumstances described and identified herein establish that each of the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein was made at a time when, after giving effect to such transfer: (a) Debtor Think Retail was not be able to pay its debts as they become due in the usual course of business; and/or (b) Debtor Think Retail's total assets were less than the sum of its total liabilities.

104. The facts and circumstances described and identified herein establish that Debtor Simpson, in causing and/or allowing each of the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers to be made to or for her benefit, and/or by accepting each of those transfers, breached her fiduciary and other duties to Debtor Think Retail pursuant to Debtor Think Retail's Operating Agreement and Georgia law, including O.C.G.A. §§ 14-11-305, 14-11-407 and 14-11-408, and the Georgia common law duty to conserve and manage the assets of an insolvent entity in trust for the benefit of its creditors and not use those assets to benefit herself.

105. Based upon the facts and circumstances described and identified herein a trier of fact can and will reasonably determine that the Venetian/Palazzo Defendants did not receive any of the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein in "good faith" as provided in either the Bankruptcy Code or the Georgia Uniform Fraudulent Transfer Act.

106. The facts and circumstances described and identified herein establish that the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein are voidable pursuant to 11 U.S.C. § 544, and O.C.G.A. §§ 18-2-74 and 18-2-75, and Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, is entitled to void the Debtor Simpson the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein as provided in O.C.G.A. §§ 18-2-77 and 18-2-78. Pursuant thereto, and pursuant to 11 U.S.C. § 550, Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, is entitled to recover the transferred assets and/or their value from the Venetian/Palazzo Defendants, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer's recovery, and an order directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, the assets so transferred or their value, and providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee.

Third Claim For Relief Against the Venetian/Palazzo Defendants
Pursuant to §§ 548 and 550 of the Bankruptcy Code

107. Plaintiff incorporates the allegations of Paragraphs 1 through 106 of the Complaint by reference as if fully set forth herein.

108. The facts and circumstances described and identified herein establish that Debtor Think Retail made or incurred certain of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described herein during the two year period prior to Debtor Think Retail's bankruptcy (the "Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers").

109. The facts and circumstances described and identified herein establish that at the time Debtor Think Retail made or incurred each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, numerous creditors held claims against the Debtor Think Retail. Those claims arose before Debtor Think Retail made or incurred each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, and those creditors continued to hold claims against Debtor Think Retail at the time of its Bankruptcy Case.

110. The facts and circumstances described and identified herein establish that Debtor Think Retail made or incurred each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein with actual intent to hinder, delay, or defraud its then existing and future creditors as provided in §548(a)(1)(A) of the Bankruptcy Code (11 U.S.C. § 548(a)(1)(A)).

111. Alternatively, the facts and circumstances described and identified herein establish that at the time Debtor Think Retail made or incurred each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, Debtor Think Retail was insolvent or became insolvent as a result thereof.

112. Alternatively, the facts and circumstances described and identified herein establish that Debtor Think Retail made or incurred each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein without receiving a reasonably equivalent value in exchange for such transfers and obligations, and that Debtor Think Retail:

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

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

as provided in §548(a)(1)(B) of the Bankruptcy Code (11 U.S.C. § 548(a)(1)(B)).

113. Based upon the facts and circumstances described and identified herein a trier of fact can and will reasonably determine that the Venetian/Palazzo Defendants did not receive any of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein in “good faith” as provided in either the Bankruptcy Code or the Georgia Uniform Fraudulent Transfer Act.

114. The facts and circumstances described and identified herein establish that the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein are voidable pursuant §548(a)(1)(A) of the Bankruptcy Code (11 U.S.C. § 548(a)(1)(A)), and Plaintiff is entitled to void the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein as provided therein, and pursuant to 11 U.S.C. § 550, Plaintiff is entitled to recover the transferred assets and/or their value from the Venetian/Palazzo Defendants, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer’s recovery, and an order directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff the assets so transferred or their value, and providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee.

Fourth Claim For Relief Against the Venetian/Palazzo Defendants
Pursuant to §§ 548 and 550 of the Bankruptcy Code

115. Plaintiff incorporates the allegations of Paragraphs 1 through 114 of the Complaint by reference as if fully set forth herein.

116. In the Third Claim for Relief Against the Venetian/Palazzo Defendants, Plaintiff has asserted that the facts and circumstances described and identified herein establish that during the two year period prior to Debtor Think Retail’s bankruptcy, Debtor Think Retail made or

incurred the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described herein.

117. In this Fourth Claim for Relief Against the Venetian/Palazzo Defendants, Plaintiff asserts, as an alternative grounds for recovery for the benefit of Debtor Simpson's Bankruptcy Estate, that Debtor Simpson made or incurred certain of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described herein, to wit: those Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers that were made directly by Debtor Simpson to or for the benefit of the Venetian/Palazzo Defendants using funds Debtor Simpson had transferred from Debtor Think Retail (hereafter the "Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers").

118. The facts and circumstances described and identified herein establish that at the time Debtor Simpson made or incurred each of the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, numerous creditors held claims against Debtor Simpson. Those claims arose before Debtor Simpson made or incurred each of the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, and those creditors continued to hold claims against Debtor Simpson at the time of her Bankruptcy Case.

119. The facts and circumstances described and identified herein establish that Debtor Simpson made or incurred each of the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein with actual intent to hinder, delay, or defraud her then existing and future creditors as provided in §548(a)(1)(A) of the Bankruptcy Code (11 U.S.C. § 548(a)(1)(A)).

120. Alternatively, the facts and circumstances described and identified herein establish that at the time Debtor Simpson made or incurred each of the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein, Debtor Simpson was insolvent or became insolvent as a result thereof.

121. Alternatively, the facts and circumstances described and identified herein establish that Debtor Simpson made or incurred each of the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein without receiving a reasonably equivalent value in exchange for such transfers and obligations, and that Debtor Simpson:

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

(b) intended to incur, or believed or reasonably should have believed that she would incur debts beyond her ability to pay as they became due as provided in §548(a)(1)(B) of the Bankruptcy Code (11 U.S.C. § 548(a)(1)(B)).

122. Based upon the facts and circumstances described and identified herein a trier of fact can and will reasonably determine that the Venetian/Palazzo Defendants did not receive any of the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein in “good faith” as provided in either the Bankruptcy Code or the Georgia Uniform Fraudulent Transfer Act.

123. The facts and circumstances described and identified herein establish that the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers described herein are voidable pursuant §548(a)(1)(A) of the Bankruptcy Code (11 U.S.C. § 548(a)(1)(A)), and Plaintiff, as Trustee of Debtor Simpson’s Bankruptcy Estate, is entitled to void the Debtor Simpson Two Year Venetian/Palazzo Defendants Avoidable/Recoverable

Transfers described herein as provided therein, and pursuant to 11 U.S.C. § 550, Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, is entitled to recover the transferred assets and/or their value from the Venetian/Palazzo Defendants, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer's recovery, and an order directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, the assets so transferred or their value, and providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee.

Fifth Claim For Relief Against the Venetian/Palazzo Defendants
For Unjust Enrichment

124. Plaintiff incorporates the allegations of Paragraphs 1 through 123 of the Complaint by reference as if fully set forth herein.

125. The facts and circumstances described and identified herein establish that the Venetian/Palazzo Defendants received the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for its benefit under circumstances such that the Venetian/Palazzo Defendants would be unjustly enriched if it were to retain the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for its benefit, or were to continue to reap the benefit of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for its benefit, because Debtor Think Retail and/or, as applicable, Debtor Simpson did not receive reasonably equivalent value therefor.

126. As a result, the Venetian/Palazzo Defendants has been unjustly enriched and may not in equity and good conscience retain the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for its benefit, or be relieved of the obligation to

repay the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for its benefit.

127. By reason of the foregoing, the Venetian/Palazzo Defendants is liable to Plaintiff under Georgia common law for unjust enrichment and Plaintiff requests entry of judgment avoiding the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers in an amount to be determined at trial, but which amount should be not less than the principal amount of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers made to or for its benefit, together with interest thereon at the highest allowable rate from the date of the transfer (or such later date as the Court may determine) to the date of the transfer's recovery.

Prayers for Relief

WHEREFORE, Plaintiff prays that:

- a. Process issue and the Venetian/Palazzo Defendants be served as provided by law;
- b. on the First Claim For Relief Against the Venetian/Palazzo Defendants Pursuant to §§ 544 and 550 of the Bankruptcy Code and the Georgia Uniform Fraudulent Transfers Act, that this Court enter its order and judgment: (1) avoiding each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described therein; (2) directing recovery of the transferred assets and/or their value from the Venetian/Palazzo Defendants, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (3) awarding to Plaintiff a money judgment against the Venetian/Palazzo Defendants for the value of the transferred assets, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (4) directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff the assets so transferred or their value; and (5) providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee;
- c. on the Second Claim For Relief Against the Venetian/Palazzo Defendants Pursuant to §§ 544 and 550 of the Bankruptcy Code and the Georgia Uniform Fraudulent Transfers Act, that this Court enter its order and judgment: (1) avoiding each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described therein; (2) directing recovery of the transferred assets and/or their value from the Venetian/Palazzo Defendants, in an amount to be

proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (3) awarding to Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, a money judgment against the Venetian/Palazzo Defendants for the value of the transferred assets, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (4) directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, the assets so transferred or their value; and (5) providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee;

- d. on the Third Claim For Relief Against the Venetian/Palazzo Defendants Pursuant to §§ 548 and 550 of the Bankruptcy Code, that this Court enter its order and judgment: (1) avoiding each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described therein; (2) directing recovery of the transferred assets and/or their value from the Venetian/Palazzo Defendants, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (3) awarding to Plaintiff a money judgment against the Venetian/Palazzo Defendants for the value of the transferred assets, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (4) directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff the assets so transferred or their value; and (5) providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee;
- e. on the Fourth Claim For Relief Against the Venetian/Palazzo Defendants Pursuant to §§ 548 and 550 of the Bankruptcy Code, that this Court enter its order and judgment: (1) avoiding each of the Two Year Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described therein; (2) directing recovery of the transferred assets and/or their value from the Venetian/Palazzo Defendants, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (3) awarding to Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, a money judgment against the Venetian/Palazzo Defendants for the value of the transferred assets, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (4) directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff, as Trustee of Debtor Simpson's Bankruptcy Estate, the assets so transferred or their value; and (5) providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee;

- f. on the Fifth Claim For Relief Against the Venetian/Palazzo Defendants For Unjust Enrichment, that this Court enter its order and judgment: (1) avoiding each of the Venetian/Palazzo Defendants Avoidable/Recoverable Transfers as described therein; (2) directing recovery of the transferred assets and/or their value from the Venetian/Palazzo Defendants, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (3) awarding to Plaintiff a money judgment against the Venetian/Palazzo Defendants for the value of the transferred assets, in an amount to be proven at the trial of this matter, but which in no event should be less than the stated total amount of each asset so transferred, together with appropriate interest thereon; (4) directing the Venetian/Palazzo Defendants to turnover or pay over to Plaintiff the assets so transferred or their value; and (5) providing an injunction or other provisional remedy against the further disposition of the funds so transferred or other property of the transferee;
- g. all costs be cast upon the Venetian/Palazzo Defendants; and
- h. the Court grant such other and further relief as it deems just and proper.

Respectfully submitted,

Dated: March 30, 2017

Respectfully submitted,

/s/ W. Russell Patterson, Jr.

W. Russell Patterson, Jr.

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Venetian/Palazzo Transfers From and After April 3, 2011 Thru and Including April 2, 2015

<u>Trans. Date</u>	<u>Account</u>	<u>Category</u>	<u>Amount</u>	<u>Four Year Transfers (after April 3, 2011)</u>	<u>Two Year Transfers (after April 3, 2013)</u>
<u>Think Retail ST 75620 - 3325 Las Vegas Blvd So LV</u>					
2013-09-27	Think Retail ST 75620	3325 Las Vegas Blvd So LV	\$1,004.99		
2013-09-27	Think Retail ST 75620	3325 Las Vegas Blvd So LV	\$504.99		
2013-09-28	Think Retail ST 75620	3325 Las Vegas Blvd So LV	\$1,004.99		
2013-09-29	Think Retail ST 75620	3325 Las Vegas Blvd So LV	\$1,004.99		
				\$3,519.96	\$3,519.96
<u>Think Retail ST 75620 - Venetian LV GCA</u>					
2011-08-29	Think Retail ST 75620	Venetian LV GCA	\$514.45		
2011-08-30	Think Retail ST 75620	Venetian LV GCA	\$258.20		
2012-01-11	Think Retail ST 75620	Venetian LV GCA	\$514.45		
2012-01-12	Think Retail ST 75620	Venetian LV GCA	\$206.95		
2012-01-12	Think Retail ST 75620	Venetian LV GCA	\$258.20		
2012-01-12	Think Retail ST 75620	Venetian LV GCA	\$514.45		
2012-01-12	Think Retail ST 75620	Venetian LV GCA	\$514.45		
2012-01-13	Think Retail ST 75620	Venetian LV GCA	\$258.20		
2012-01-14	Think Retail ST 75620	Venetian LV GCA	\$258.95		
2012-01-14	Think Retail ST 75620	Venetian LV GCA	\$258.95		
2012-01-14	Think Retail ST 75620	Venetian LV GCA	\$514.45		
2012-01-27	Think Retail ST 75620	Venetian LV GCA	\$770.70		
2012-01-28	Think Retail ST 75620	Venetian LV GCA	\$104.45		
2012-01-28	Think Retail ST 75620	Venetian LV GCA	\$309.45		
2012-01-28	Think Retail ST 75620	Venetian LV GCA	\$514.45		
2012-01-28	Think Retail ST 75620	Venetian LV GCA	\$63.45		
2012-01-29	Think Retail ST 75620	Venetian LV GCA	\$104.45		
2012-01-29	Think Retail ST 75620	Venetian LV GCA	\$42.95		
2012-01-29	Think Retail ST 75620	Venetian LV GCA	\$760.45		
2012-05-09	Think Retail ST 75620	Venetian LV GCA	\$83.95		
2012-05-09	Think Retail ST 75620	Venetian LV GCA	\$924.45		
2012-05-11	Think Retail ST 75620	Venetian LV GCA	\$1,006.45		
2012-05-12	Think Retail ST 75620	Venetian LV GCA	\$883.45		
2012-05-30	Think Retail ST 75620	Venetian LV GCA	\$1,006.45		
2012-05-30	Think Retail ST 75620	Venetian LV GCA	\$1,006.45		
2012-06-01	Think Retail ST 75620	Venetian LV GCA	\$1,006.45		
2012-07-23	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2012-07-24	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2012-12-14	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2012-12-15	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2012-12-16	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2013-02-19	Think Retail ST 75620	Venetian LV GCA	\$1,004.99		
2013-02-21	Think Retail ST 75620	Venetian LV GCA	\$1,004.99		
2013-02-21	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2013-02-22	Think Retail ST 75620	Venetian LV GCA	\$1,004.99		
2013-02-23	Think Retail ST 75620	Venetian LV GCA	\$1,004.99		
2013-02-23	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2013-09-27	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2013-09-28	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
2013-09-29	Think Retail ST 75620	Venetian LV GCA	\$1,016.70		
				\$26,846.66	\$3,050.10
<u>Think Retail ST 75620 - Venetian Palazzo LV GCA</u>					
2011-06-24	Think Retail ST 75620	Venetian Palazzo LV GCA	\$3,605.00		
2011-06-24	Think Retail ST 75620	Venetian Palazzo LV GCA	\$5,150.00		
2011-06-24	Think Retail ST 75620	Venetian Palazzo LV GCA	\$5,150.00		
2011-06-24	Think Retail ST 75620	Venetian Palazzo LV GCA	\$7,210.00		
2011-06-25	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2011-06-25	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,570.24		
2011-06-26	Think Retail ST 75620	Venetian Palazzo LV GCA	\$7,210.00		
2011-08-27	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2011-08-27	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2011-11-18	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		

Venetian/Palazzo Transfers From and After April 3, 2011 Thru and Including April 2, 2015

<u>Trans. Date</u>	<u>Account</u>	<u>Category</u>	<u>Amount</u>	<u>Four Year Transfers (after April 3, 2011)</u>	<u>Two Year Transfers (after April 3, 2013)</u>
2011-11-19	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-10	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-11	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-11	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-12	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-14	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-27	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-27	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-28	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-29	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-01-29	Think Retail ST 75620	Venetian Palazzo LV GCA	\$112.24		
2012-05-09	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-11	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-30	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-30	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-31	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-07-23	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-07-23	Think Retail ST 75620	Venetian Palazzo LV GCA	\$504.99		
2012-07-24	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-07-25	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-12-13	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-12-15	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		
2012-12-16	Think Retail ST 75620	Venetian Palazzo LV GCA	\$1,004.99		\$0.00
				\$55,637.22	
<u>Think Retail ST 75620 - Venetian Front Desk</u>					
2012-12-15	Think Retail ST 75620	Venetian Front Desk	\$1,333.23		
2012-12-15	Think Retail ST 75620	Venetian Front Desk	\$406.48		
2012-12-15	Think Retail ST 75620	Venetian Front Desk	\$536.57		
2013-02-23	Think Retail ST 75620	Venetian-Ricordo	\$6.25		
2013-09-30	Think Retail ST 75620	Venetian Front Desk	\$285.70		
2013-09-30	Think Retail ST 75620	Venetian Front Desk	\$55.34		\$341.04
				\$2,623.57	
<u>T. Simpson ST 46489 - 3325 Las Vegas Blvd So LV</u>					
2013-09-27	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2013-09-27	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2013-09-28	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2013-09-29	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2014-08-16	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2014-08-16	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2014-08-18	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		
2014-08-19	T. Simpson ST 46489	3325 Las Vegas Blvd So LV	\$2,504.99		\$20,039.92
				\$20,039.92	
<u>T. Simpson ST 46489 - Venetian LV GCA</u>					
2011-08-30	T. Simpson ST 46489	Venetian LV GCA	\$514.45		
2012-05-10	T. Simpson ST 46489	Venetian LV GCA	\$965.45		
2012-05-12	T. Simpson ST 46489	Venetian LV GCA	\$258.20		
2012-05-12	T. Simpson ST 46489	Venetian LV GCA	\$760.45		
2012-05-30	T. Simpson ST 46489	Venetian LV GCA	\$1,006.45		
2012-05-30	T. Simpson ST 46489	Venetian LV GCA	\$1,006.45		
2012-07-23	T. Simpson ST 46489	Venetian LV GCA	\$206.95		
2012-07-23	T. Simpson ST 46489	Venetian LV GCA	\$514.45		
2012-07-24	T. Simpson ST 46489	Venetian LV GCA	\$411.95		
2012-07-24	T. Simpson ST 46489	Venetian LV GCA	\$504.20		
2012-12-14	T. Simpson ST 46489	Venetian LV GCA	\$975.70		
2013-02-21	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2013-02-21	T. Simpson ST 46489	Venetian LV GCA	\$2,504.99		
2013-02-21	T. Simpson ST 46489	Venetian LV GCA	\$2,504.99		
2013-02-22	T. Simpson ST 46489	Venetian LV GCA	\$2,504.99		

Venetian/Palazzo Transfers From and After April 3, 2011 Thru and Including April 2, 2015

<u>Trans. Date</u>	<u>Account</u>	<u>Category</u>	<u>Amount</u>	<u>Four Year Transfers (after April 3, 2011)</u>	<u>Two Year Transfers (after April 3, 2013)</u>
2013-02-23	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2013-02-23	T. Simpson ST 46489	Venetian LV GCA	\$2,004.99		
2013-02-23	T. Simpson ST 46489	Venetian LV GCA	\$504.99		
2013-09-27	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2013-09-28	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2013-09-29	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2014-08-16	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2014-08-17	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
2014-08-18	T. Simpson ST 46489	Venetian LV GCA	\$1,016.70		
				\$25,283.25	\$6,100.20

T. Simpson ST 46489 - Venetian Palazzo LV GCA

2011-06-21	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,004.99		
2011-06-22	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2011-06-22	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$204.99		
2011-06-22	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$3,090.00		
2011-06-22	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$4,120.00		
2011-06-24	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2011-06-24	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$44.99		
2011-06-25	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,054.24		
2011-06-25	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,054.24		
2011-08-27	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2011-08-27	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2011-08-29	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$204.99		
2011-08-29	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$204.99		
2011-08-29	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$204.99		
2011-08-29	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$514.45		
2011-11-18	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2011-11-19	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2012-05-09	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-09	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-09	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-10	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-11	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-11	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-11	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,006.45		
2012-05-11	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$404.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-30	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-05-31	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-31	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-05-31	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-06-01	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,006.45		
2012-07-23	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-07-23	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-07-23	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2012-07-23	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-07-23	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-12-13	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
2012-12-15	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$1,004.99		
2012-12-15	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$204.99		
2012-12-15	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$304.99		
2012-12-15	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$504.99		
2012-12-16	T. Simpson ST 46489	Venetian Palazzo LV GCA	\$2,504.99		
				\$55,790.42	\$0.00

T.S BoA Card 7886 - Venetian Palazzo LV GCA

Venetian/Palazzo Transfers From and After April 3, 2011 Thru and Including April 2, 2015

<u>Trans. Date</u>	<u>Account</u>	<u>Category</u>	<u>Amount</u>	<u>Four Year Transfers (after April 3, 2011)</u>	<u>Two Year Transfers (after April 3, 2013)</u>
2011-06-22	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$2,705.28		
2011-11-19	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$5,356.00		
2011-11-19	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$5,356.00		
2011-11-20	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$1,096.40		
2012-01-11	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$988.24		
2012-01-28	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$554.56		
2012-01-28	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$7,498.40		
2012-01-28	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$7,498.40		
2012-01-29	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$38.24		
2012-07-23	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$446.40		
2012-07-23	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$554.56		
2012-12-13	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$5,356.00		
2013-02-21	T.S. BoA Credit Card	Venetian LV GCA	\$3,213.60		
2013-09-26	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$5,356.00		
2013-09-27	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$1,096.40		
2013-09-27	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$2,785.12		
2013-09-27	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$337.20		
2014-08-16	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$3,244.50		
2014-08-19	T.S BoA Card 7886	Venetian Palazzo LV GCA	\$3,244.50		\$16,063.72
				\$56,725.80	
<u>W. Simpson THB 2423 - Venetian Palazzo LV GCA</u>					
2013-09-27	W. Simpson THB 2423	Venetian Palazzo LV GCA	\$3,090.00		
2013-09-27	W. Simpson THB 2423	Venetian Palazzo LV GCA	\$8,240.00		
2013-09-28	W. Simpson THB 2423	Venetian Palazzo LV GCA	\$638.24		\$11,968.24
				\$11,968.24	
<u>T. Simpson ST 46489 - Venetian Front Desk</u>					
2012-12-13	T. Simpson ST 46489	Venetian Front Desk	\$1,167.84		
2012-12-13	T. Simpson ST 46489	Venetian Front Desk	\$450.00		
2012-12-13	T. Simpson ST 46489	Venetian Front Desk	\$744.48		
2012-12-13	T. Simpson ST 46489	Venetian Front Desk	\$873.36		
2012-12-14	T. Simpson ST 46489	Venetian Front Desk	\$1,167.84		
2012-12-14	T. Simpson ST 46489	Venetian Front Desk	\$450.00		
2012-12-14	T. Simpson ST 46489	Venetian Front Desk	\$744.48		
2012-12-14	T. Simpson ST 46489	Venetian Front Desk	\$873.36		
2013-09-27	T. Simpson ST 46489	Venetian Front Desk	\$21.06		
2014-08-18	T. Simpson ST 46489	Venetian Front Desk	\$396.59		
2014-08-20	T. Simpson ST 46489	Venetian Front Desk	\$357.72		\$775.37
				\$7,246.73	
<u>T.S. Amex 5-62007 - Venetian Front Desk</u>					
2011-06-21	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$112.21		
2011-06-22	T.S. Amex 5-62007	Venetian Palazzo LV	\$32.97		
2011-06-24	T.S. Amex 5-62007	Venezia Fine Jewelry LV	\$2,439.00		
2011-06-25	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$103.95		
2011-06-26	T.S. Amex 5-62007	Venetian Palazzo LV	\$130.00		
2011-06-26	T.S. Amex 5-62007	Venetian Palazzo LV	\$130.00		
2011-06-26	T.S. Amex 5-62007	Venezia	\$868.22		
2011-08-26	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$92.50		
2011-08-27	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$529.01		
2011-11-17	T.S. Amex 5-62007	Venetian Palazzo LV	\$58.24		
2011-11-18	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$163.95		
2011-11-18	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$46.22		
2012-01-09	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$424.70		
2012-01-26	T.S. Amex 5-62007	Venetian Front Desk	\$12.95		
2012-01-26	T.S. Amex 5-62007	Venetian Front Desk	\$423.72		
2012-05-09	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$199.52		
2012-05-09	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	(\$60.00)		
2012-05-29	T.S. Amex 5-62007	Venetian Palazzo LV FRT D	\$721.31		

Venetian/Palazzo Transfers From and After April 3, 2011 Thru and Including April 2, 2015

<u>Trans. Date</u>	<u>Account</u>	<u>Category</u>	<u>Amount</u>	<u>Four Year Transfers (after April 3, 2011)</u>	<u>Two Year Transfers (after April 3, 2013)</u>
				\$6,428.47	\$0.00
	<u>T.S BoA Card 7886 - Venetian Front Desk</u>				
2012-07-26	T.S. BoA Credit Card	Venetian Front Desk	\$197.55		
2012-12-16	T.S. BoA Credit Card	Venetian Palazzo LV FRT D	\$111.30		
2013-02-24	T.S. BoA Credit Card	Venetian Front Desk	\$698.65		\$0.00
				\$1,007.50	
			Total 4 Year	\$273,117.74	
			Total 2 Year		\$61,858.55

LODGING

mpson 6489	CHK	Jun 23	ATM Cash Withdrawal 0622 79786675 000031082519 Gca* Venetian Palazzo Las Vegas NV	(2,504.99)	14,535.96	Venetian Palazzo LV GCA	
mpson 6489	CHK	Jun 22	ATM Cash Withdrawal 0622 79785976 000030979268 Gca* Venetian Palazzo Las Vegas NV	(204.99)	19,391.85	Venetian Palazzo LV GCA	
mpson 6489	CHK	Jun 24	Check Card Purchase 0622 Gca* Venetian Palazzo Las Vegas NV	(3,090.00)	13,905.96	Venetian Palazzo LV GCA	
mpson 6489	CHK	Jun 24	Check Card Purchase 0622 Gca* Venetian Palazzo Las Vegas NV	(4,120.00)	9,785.96	Venetian Palazzo LV GCA	
Amex 5- 07	06/22/11	THE VENETIAN APOTHECLAS VEGAS NV 7027335000	Description SPECIALTY RETAIL ST	Price \$32.97	\$32.97	Venetian Palazzo LV	
BoA it Card	06/22	06/23	GCA VENETIAN PALAZZO LAS VEGAS NV	0315	6359	2,601.24	Venetian Palazzo LV GCA
	06/22	06/23	CASH EQUIVALENT - TRANSACTION FEE	0315	6359	104.04	Venetian Palazzo LV GCA
mpson 6489	CHK	Jun 27	ATM Cash Withdrawal 0624 79786686 000031711567 Gca* Venetian Palazzo Las Vegas NV	(2,504.99)	11,782.96	Venetian Palazzo LV GCA	
mpson 6489	CHK	Jun 24	ATM Cash Withdrawal 0624 79786674 000031534590 Gca* Venetian Palazzo Las Vegas NV	(44.99)	19,500.96	Venetian Palazzo LV GCA	
Amex 5- 07	06/24/11	VENETZIA FINE JEWELRLAS VEGAS NV 7028930080	Description JEWELRY, WATCH, CLO	Price \$2,439.00	\$2,439.00	Venetia Fir Jewelry LV	
k Retail 5620	06/28	3,605.00	CHECK CARD PURCHASE GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 06/24 NV	Venetian Palazzo LV GCA	
k Retail 5620	06/27	5,150.00	CHECK CARD PURCHASE GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 06/24 NV	Venetian Palazzo LV GCA	
k Retail 5620	06/27	5,150.00	CHECK CARD PURCHASE GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 06/24 NV	Venetian Palazzo LV GCA	
k Retail 5620	06/28	7,210.00	CHECK CARD PURCHASE GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 06/24 NV	Venetian Palazzo LV GCA	
mpson 6489	CHK	Jun 28	Check Card Purchase 0625 Gca* Venetian Palazzo Las Vegas NV	(1,054.24)	4,142.74	Venetian Palazzo LV GCA	
mpson 6489	CHK	Jun 28	Check Card Purchase 0625 Gca* Venetian Palazzo Las Vegas NV	(1,054.24)	3,088.50	Venetian Palazzo LV GCA	
Amex 5- 07	06/26/11	VENETIAN/PALAZZO FRNLAS VEGAS NV	Arrival Date 06/25/11	Departure Date 06/27/11	\$103.95	Venetian Palazzo LV FRT D	

Amex 5-07	06/26/11	Canyon Ranch Las Vegas (702)414-3600 Description REFER TO INVOICE	Las Vegas NV		\$130.00	Venetian Palazzo LV
Amex 5-07	06/26/11	VENETZIA FINE JEWELRY 7028930080 Description JEWELRY, WATCH, CLO	Las Vegas NV		\$868.22	Venetia
Bank Retail 5620	06/29	7,210.00	CHECK CARD PURCHASE GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 06/26	Venetian Palazzo LV GCA
Amex 5-07	08/30/11	VENETIAN/PALAZZO FRT Arrival Date 08/26/11 00000000 LODGING	Las Vegas NV	Departure Date 08/30/11		Venetian Palazzo LV FRT D
Amex 5-6489	08/29	2,504.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/27 79785961	Venetian Palazzo LV GCA
Amex 5-6489	08/29	2,504.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/27 79786686	Venetian Palazzo LV GCA
Amex 5-07	08/29/11	VENETIAN/PALAZZO FRT Arrival Date 08/27/11 00000000 LODGING	Las Vegas NV	Departure Date 08/29/11		Venetian Palazzo LV FRT D
Bank Retail 5620	08/29	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/27 79786075	Venetian Palazzo LV GCA
Bank Retail 5620	08/29	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/27 79786076	Venetian Palazzo LV GCA
Amex 5-6489	08/30	204.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/29 79785971	Venetian Palazzo LV GCA
Amex 5-6489	08/30	204.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/29 79785971	Venetian Palazzo LV GCA
Amex 5-6489	08/30	204.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 08/29 79785971	Venetian Palazzo LV GCA
Amex 5-6489	08/30	514.45	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 08/29 00010055	Venetian Palazzo LV GCA
Bank Retail 5620	08/29	514.45	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 08/29 00010054	Venetian Palazzo LV GCA
Amex 5-6489	08/30	514.45	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 08/30 00010055	Venetian Palazzo LV GCA
Bank Retail 5620	08/30	258.20	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 08/30 00010095	Venetian Palazzo LV GCA

LODGING								
Amex 5-07	11/21/11	VENETIAN/PALAZZO FRTLAS VEGAS NV					\$46.22	Venetian Palazzo LV FRT D
		Arrival Date	Departure Date					
		11/18/11	11/21/11					
		00000000						
		LODGING						
k Retail 5620	11/21	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 11/18 LAS VEGAS NV 79785961	Venetian Palazzo LV GCA
mpson 6489	11/21	2,504.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 11/19 LAS VEGAS NV 79786678	Venetian Palazzo LV GCA
BoA it Card	11/19	11/21	GCA VENETIAN PALAZZO LAS VEGAS NV	7768	1835		5,150.00	Venetian Palazzo LV GCA
	11/19	11/21	CASH EQUIVALENT - TRANSACTION FEE	7768	1835		206.00	Venetian Palazzo LV GCA
BoA it Card	11/19	11/21	GCA VENETIAN PALAZZO LAS VEGAS NV	4679	1835		5,150.00	Venetian Palazzo LV GCA
	11/19	11/21	CASH EQUIVALENT - TRANSACTION FEE	4679	1835		206.00	Venetian Palazzo LV GCA
k Retail 5620	11/21	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 11/19 LAS VEGAS NV 79786678	Venetian Palazzo LV GCA
BoA it Card	11/20	11/21	GCA VENETIAN PALAZZO LAS VEGAS NV	9302	1835		1,054.24	Venetian Palazzo LV GCA
	11/20	11/21	CASH EQUIVALENT - TRANSACTION FEE	9302	1835		42.16	Venetian Palazzo LV GCA
Amex 5-07	01/14/12	VENETIAN/PALAZZO FRTLAS VEGAS NV					\$424.70	Venetian Palazzo LV FRT D
		Arrival Date	Departure Date					
		01/09/12	01/14/12					
		00000000						
		LODGING						
k Retail 5620	01/10	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 01/10 LAS VEGAS NV 79786674	Venetian Palazzo LV GCA
BoA it Card	01/11	01/13	GCA VENETIAN PALAZZO LAS VEGAS NV	5454	1835		950.24	Venetian Palazzo LV GCA
	01/11	01/13	CASH EQUIVALENT - TRANSACTION FEE	5454	1835		38.00	Venetian Palazzo LV GCA
k Retail 5620	01/12	514.45	POINT OF SALE DEBIT GCA* VENETIAN				TR DATE 01/11 LAS VEGAS NV 00000000	Venetian LV GCA
k Retail 5620	01/11	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 01/11 LAS VEGAS NV 79785961	Venetian Palazzo LV GCA
k Retail 5620	01/12	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 01/11 LAS VEGAS NV 79786075	Venetian Palazzo LV GCA
k Retail 5620	01/12	206.95	POINT OF SALE DEBIT GCA* VENETIAN				TR DATE 01/12 LAS VEGAS NV 00000000	Venetian LV GCA
k Retail 5620	01/12	258.20	POINT OF SALE DEBIT GCA* VENETIAN				TR DATE 01/12 LAS VEGAS NV 00000000	Venetian LV GCA
k Retail 5620	01/12	514.45	POINT OF SALE DEBIT GCA* VENETIAN				TR DATE 01/12 LAS VEGAS NV 00000000	Venetian LV GCA
k Retail 5620	01/13	514.45	POINT OF SALE DEBIT GCA* VENETIAN				TR DATE 01/13 LAS VEGAS NV 00000000	Venetian LV GCA
k Retail 5620	01/13	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO				TR DATE 01/12 LAS VEGAS NV 79785961	Venetian Palazzo LV GCA

	Arrival Date	Departure Date							
	01/26/12	01/26/12							
	00000000								
	LODGING								
Amex 5-07	01/30/12		VENETIAN/PALAZZO FRTLAS VEGAS NV					\$423.72	Venetian Fr Desk
	Arrival Date		Departure Date						
	01/26/12		01/30/12						
	00000000								
	LODGING								
k Retail 5620	01/30		770.70		POINT OF SALE DEBIT				TR DATE 01/27
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/27		1,004.99		ATM CASH WITHDRAWAL				TR DATE 01/27
					GCA* VENETIAN PALAZZO				LAS VEGAS NV 79785961
					ATM CASH WITHDRAWAL FEE				
k Retail 5620	01/30		1,004.99		ATM CASH WITHDRAWAL				TR DATE 01/27
					GCA* VENETIAN PALAZZO				LAS VEGAS NV 79785961
BoA it Card	01/28	01/30			GCA VENETIAN PALAZZO LAS VEGAS NV	7296	1835		533.24
	01/28	01/30			CASH EQUIVALENT - TRANSACTION FEE	7296	1835		21.32
BoA it Card	01/28	01/30			GCA VENETIAN PALAZZO LAS VEGAS NV	7729	1835		7,210.00
	01/28	01/30			CASH EQUIVALENT - TRANSACTION FEE	7729	1835		288.40
BoA it Card	01/28	01/30			GCA VENETIAN PALAZZO LAS VEGAS NV	0114	1835		7,210.00
	01/28	01/30			CASH EQUIVALENT - TRANSACTION FEE	0114	1835		288.40
k Retail 5620	01/30		104.45		POINT OF SALE DEBIT				TR DATE 01/28
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		309.45		POINT OF SALE DEBIT				TR DATE 01/28
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		514.45		POINT OF SALE DEBIT				TR DATE 01/28
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		63.45		POINT OF SALE DEBIT				TR DATE 01/28
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		1,004.99		ATM CASH WITHDRAWAL				TR DATE 01/28
					GCA* VENETIAN PALAZZO				LAS VEGAS NV 79785961
BoA it Card	01/29	01/31			GCA VENETIAN PALAZZO LAS VEGAS NV	8834	1835		28.24
	01/29	01/31			CASH EQUIVALENT - TRANSACTION FEE	8834	1835		10.00
k Retail 5620	01/30		104.45		POINT OF SALE DEBIT				TR DATE 01/29
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		42.95		POINT OF SALE DEBIT				TR DATE 01/29
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		760.45		POINT OF SALE DEBIT				TR DATE 01/29
					GCA* VENETIAN				LAS VEGAS NV 00000000
k Retail 5620	01/30		1,004.99		ATM CASH WITHDRAWAL				TR DATE 01/29
					GCA* VENETIAN PALAZZO				LAS VEGAS NV 79785974
k Retail 5620	02/01		112.24		CHECK CARD PURCHASE				TR DATE 01/29
					GCA* VENETIAN PALAZZO				LAS VEGAS NV
mpson 6489	CHK	May 10			ATM Cash Withdrawal 0509 79785974				
					000050567220 Gca* Venetian Palazzo Las Vegas NV				
								(1,004.99)	12,219.55
mpson 6489	CHK	May 10			ATM Cash Withdrawal 0509 79785974				
					000050594476 Gca* Venetian Palazzo Las Vegas NV				

	Arrival Date	Departure Date						FRT D
	05/09/12	05/12/12	00000000	LODGING				
k Retail 5620	05/10	83.95	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS	TR DATE 05/09 NV 00000000		Venetian LV GCA
k Retail 5620	05/10	924.45	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS	TR DATE 05/09 NV 00000000		Venetian LV GCA
k Retail 5620	05/10	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO		LAS VEGAS	TR DATE 05/09 NV 79785974		Venetian Palazzo LV GCA
mpson 6489	CHK May 10	Point of Sale Debit 0510 00000000 000000732813 Gca* Venetian Las Vegas NV		(965.45)		10,198.30		Venetian LV GCA
mpson 6489	CHK May 11	ATM Cash Withdrawal 0510 79786077 000050878558 Gca* Venetian Palazzo Las Vegas NV		(1,004.99)		9,198.30		Venetian Palazzo LV GCA
mpson 6489	CHK May 14	ATM Cash Withdrawal 0511 79785974 000051101209 Gca* Venetian Palazzo Las Vegas NV		(1,004.99)		7,595.39		Venetian Palazzo LV GCA
mpson 6489	CHK May 14	ATM Cash Withdrawal 0511 79785974 000051118998 Gca* Venetian Palazzo Las Vegas NV		(1,004.99)		6,590.40		Venetian Palazzo LV GCA
mpson 6489	CHK May 14	Point of Sale Debit 0511 00000000 000054732391 Gca* Venetian Las Vegas NV		(1,006.45)		4,471.76		Venetian Palazzo LV GCA
mpson 6489	CHK May 14	ATM Cash Withdrawal 0511 79785971 000051136141 Gca* Venetian Palazzo Las Vegas NV		(504.99)		8,600.38		Venetian Palazzo LV GCA
k Retail 5620	05/14	1,006.45	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS	TR DATE 05/11 NV 00000000		Venetian LV GCA
k Retail 5620	05/14	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO		LAS VEGAS	TR DATE 05/11 NV 79785974		Venetian Palazzo LV GCA
mpson 6489	CHK May 14	Point of Sale Debit 0512 00000000 000035732395 Gca* Venetian Las Vegas NV		(258.20)		6,238.66		Venetian LV GCA
mpson 6489	CHK May 14	Point of Sale Debit 0512 00000000 000006732308 Gca* Venetian Las Vegas NV		(760.45)		5,478.21		Venetian LV GCA
k Retail 5620	05/14	883.45	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS	TR DATE 05/12 NV 00000000		Venetian LV GCA
Amex 5-07	06/01/12	VENETIAN/PALAZZO FRTLAS VEGAS NV					\$721.31	Venetian Palazzo LV FRT D
	Arrival Date	Departure Date						
	05/29/12	06/01/12						
	00000000							
	LODGING							
mpson 6489	CHK May 30	Point of Sale Debit 0530 00000000 000011732125 Gca* Venetian Las Vegas NV		(1,006.45)		4,484.76		Venetian LV GCA
mpson 6489	CHK May 31	Point of Sale Debit 0530 00000000 000013732013 Gca* Venetian Las Vegas NV		(1,006.45)		8,374.01		Venetian LV GCA
mpson 6489	CHK May 31	ATM Cash Withdrawal 0530 79785974 000058394161 Gca* Venetian Palazzo Las Vegas NV		(1,004.99)		10,964.90		Venetian Palazzo LV GCA
mpson 6489	CHK May 31	ATM Cash Withdrawal 0530 79785974						Venetian

mpson 6489	CHK	May 30	ATM Cash Withdrawal 0530 79786686 000058299426 Gca* Venetian Palazzo Las Vegas NV	(504.99)	6,096.20	Venetian Palazzo LV GCA
mpson 6489	CHK	May 30	ATM Cash Withdrawal 0530 79786693 000058302497 Gca* Venetian Palazzo Las Vegas NV	(604.99)	5,491.21	Venetian Palazzo LV GCA
mpson 6489	CHK	May 31	ATM Cash Withdrawal 0530 79786076 000058375832 Gca* Venetian Palazzo Las Vegas NV	(504.99)	11,969.89	Venetian Palazzo LV GCA
k Retail 5620	05/30	1,006.45	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 05/30 00000000	Venetian LV GCA
k Retail 5620	05/31	1,006.45	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 05/30 00000000	Venetian LV GCA
k Retail 5620	05/30	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 05/30 79786673	Venetian Palazzo LV GCA
k Retail 5620	05/31	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 05/30 79785974	Venetian Palazzo LV GCA
mpson 6489	CHK	Jun 01	ATM Cash Withdrawal 0531 79785974 000058679884 Gca* Venetian Palazzo Las Vegas NV	(1,004.99)	6,826.00	Venetian Palazzo LV GCA
mpson 6489	CHK	Jun 01	ATM Cash Withdrawal 0531 79786005 000058674738 Gca* Venetian Palazzo Las Vegas NV	(1,004.99)	5,821.01	Venetian Palazzo LV GCA
mpson 6489	CHK	Jun 01	ATM Cash Withdrawal 0531 79786686 000058706890 Gca* Venetian Palazzo Las Vegas NV	(504.99)	7,830.99	Venetian Palazzo LV GCA
k Retail 5620	06/01	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS NV	TR DATE 05/31 79786686	Venetian Palazzo LV GCA
mpson 6489	CHK	Jun 01	Point of Sale Debit 0601 00000000 000043732257 Gca* Venetian Las Vegas NV	(1,006.45)	4,459.73	Venetian Palazzo LV GCA
k Retail 5620	06/01	1,006.45	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS NV	TR DATE 06/01 00000000	Venetian LV GCA
mpson 6489	CHK	Jul 23	Point of Sale Debit 0723 00000000 000047732679 Gca* Venetian Las Vegas NV	(206.95)	3,288.38	Venetian LV GCA
mpson 6489	CHK	Jul 24	Point of Sale Debit 0723 00000000 000021732054 Gca* Venetian Las Vegas NV	(514.45)	2,819.40	Venetian LV GCA
mpson 6489	CHK	Jul 23	ATM Cash Withdrawal 0723 79786678 000013322905 Gca* Venetian Palazzo Las Vegas NV	(1,004.99)	4,619.13	Venetian Palazzo LV GCA
mpson 6489	CHK	Jul 23	ATM Cash Withdrawal 0723 79786704 000013322302 Gca* Venetian Palazzo Las Vegas NV	(1,004.99)	3,614.14	Venetian Palazzo LV GCA
mpson 6489	CHK	Jul 24	ATM Cash Withdrawal 0723 79786704 000013462063 Gca* Venetian Palazzo Las Vegas NV	(2,004.99)	4,250.00	Venetian Palazzo LV GCA
mpson 6489	CHK	Jul 23	ATM Cash Withdrawal 0723 79786678 000013324082 Gca* Venetian Palazzo Las Vegas NV	(504.99)	5,624.12	Venetian Palazzo LV GCA
mpson	CHK	Jul 24	ATM Cash Withdrawal 0723 79786678			Venetian

mpson 6489	CHK	Jul 24	Point of Sale Debit 0724 00000000 000012732655 Gca* Venetian Las Vegas NV	(411.95)	3,838.05	Venetian LV GCA	
mpson 6489	CHK	Jul 24	Point of Sale Debit 0724 00000000 000010732707 Gca* Venetian Las Vegas NV	(504.20)	3,333.85	Venetian LV GCA	
k Retail 5620	07/24	1,016.70	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS	TR DATE 07/24 NV 00000000	Venetian LV GCA	
k Retail 5620	07/25	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 07/24 NV 79786077	Venetian Palazzo LV GCA	
k Retail 5620	07/26	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 07/25 NV 79786683	Venetian Palazzo LV GCA	
BoA it Card	07/26	07/28	VENETIAN/PALAZZO FR T D LAS VEGAS NV 2474655 41110 ARRIVAL DATE 7/23/12	2579	1835	197.55	Venetian Fr Desk
mpson 6489	CHK	Dec 17	Check Card Purchase 1213 Venetian/Palazzo Frt D Las Vegas NV	(1,167.84)	3,869.41	Venetian Fr Desk	
mpson 6489	CHK	Dec 17	Check Card Purchase 1213 Venetian/Palazzo Frt D Las Vegas NV	(450.00)	6,655.09	Venetian Fr Desk	
mpson 6489	CHK	Dec 17	Check Card Purchase 1213 Venetian/Palazzo Frt D Las Vegas NV	(744.48)	5,910.61	Venetian Fr Desk	
mpson 6489	CHK	Dec 17	Check Card Purchase 1213 Venetian/Palazzo Frt D Las Vegas NV	(873.36)	5,037.25	Venetian Fr Desk	
mpson 6489	CHK	Dec 14	ATM Cash Withdrawal 1213 79785961 000075424668 Gca* Venetian Palazzo Las Vegas NV	(2,504.99)	10,816.09	Venetian Palazzo LV GCA	
BoA it Card	12/13	12/15	GCA VENETIAN PALAZZO LAS VEGAS NV	8608	7886	5,150.00	Venetian Palazzo LV GCA
	12/13	12/15	CASH EQUIVALENT - TRANSACTION FEE	8608	7886	206.00	
k Retail 5620	12/14	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO	LAS VEGAS	TR DATE 12/13 NV 79785961	Venetian Palazzo LV GCA	
mpson 6489	CHK	Dec 18	Check Card Credit 1214 Venetian/Palazzo Frt D Las Vegas NV	1,167.84	6,082.89	Venetian Fr Desk	
mpson 6489	CHK	Dec 18	Check Card Credit 1214 Venetian/Palazzo Frt D Las Vegas NV	450.00	3,297.21	Venetian Fr Desk	
mpson 6489	CHK	Dec 18	Check Card Credit 1214 Venetian/Palazzo Frt D Las Vegas NV	744.48	4,041.69	Venetian Fr Desk	
mpson 6489	CHK	Dec 18	Check Card Credit 1214 Venetian/Palazzo Frt D Las Vegas NV	873.36	4,915.05	Venetian Fr Desk	
mpson 6489	CHK	Dec 14	Point of Sale Debit 1214 00000000 000012732915 Gca* Venetian Las Vegas NV	(975.70)	9,824.81	Venetian LV GCA	
k Retail 5620	12/14	1,016.70	POINT OF SALE DEBIT GCA* VENETIAN	LAS VEGAS	TR DATE 12/14 NV 00000000	Venetian LV GCA	
mpson 6489	CHK	Dec 17	ATM Cash Withdrawal 1215 79786005 000076041772 Gca* Venetian Palazzo Las Vegas NV	(1,004.99)	11,835.79	Venetian Palazzo LV GCA	

			VENETIAN/PALAZZO FRT D		LAS VEGAS NV			Desk
k Retail 5620	12/18	536.57	CHECK CARD PURCHASE VENETIAN/PALAZZO FRT D		LAS VEGAS NV		TR DATE 12/15	Venetian Fr Desk
k Retail 5620	12/17	1,016.70	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS NV		TR DATE 12/15 00000000	Venetian LV GCA
k Retail 5620	12/17	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO		LAS VEGAS NV		TR DATE 12/15 79786075	Venetian Palazzo LV GCA
mpson 6489	CHK Dec 17		ATM Cash Withdrawal 1216 79786675 000076521890 Gca* Venetian Palazzo Las Vegas NV			(2,504.99)	7,324.81	Venetian Palazzo LV GCA
BoA it Card	12/16	12/18	VENETIAN/PALAZZO FRT D LAS VEGAS NV 6089247 41251 ARRIVAL DATE 12/14/12	0527	7886		111.30	Venetian Palazzo LV FRT D
k Retail 5620	12/17	1,016.70	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS NV		TR DATE 12/16 00000000	Venetian LV GCA
k Retail 5620	12/17	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN PALAZZO		LAS VEGAS NV		TR DATE 12/16 79786675	Venetian Palazzo LV GCA
k Retail 5620	02/22	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN		LAS VEGAS NV		TR DATE 02/21 79787000	Venetian LV GCA
mpson 6489	CHK Feb 22		Point of Sale Debit 0221 00000000 000041732859 Gca* Venetian Las Vegas NV			(1,016.70)	2,338.75	Venetian LV GCA
mpson 6489	CHK Feb 21		ATM Cash Withdrawal 0221 79787042 000071442199 Gca* Venetian Las Vegas NV			(2,504.99)	6,769.92	Venetian LV GCA
mpson 6489	CHK Feb 22		ATM Cash Withdrawal 0221 79787000 000071670935 Gca* Venetian Las Vegas NV			(2,504.99)	5,284.20	Venetian LV GCA
BoA it Card	02/21	02/22	GCA VENETIAN PALAZZO LAS VEGAS NV	0530	7886		3,090.00	Venetian LV GCA
	02/21	02/22	CASH EQUIVALENT - TRANSACTION FEE	0530	7886		123.60	
k Retail 5620	02/21	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN		LAS VEGAS NV		TR DATE 02/21 79787042	Venetian LV GCA
k Retail 5620	02/22	1,016.70	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS NV		TR DATE 02/21 00000000	Venetian LV GCA
mpson 6489	CHK Feb 25		ATM Cash Withdrawal 0222 79787042 000072173531 Gca* Venetian Las Vegas NV			(2,504.99)	4,021.88	Venetian LV GCA
k Retail 5620	02/25	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN		LAS VEGAS NV		TR DATE 02/22 79787042	Venetian LV GCA
mpson 6489	CHK Feb 25		Point of Sale Debit 0223 00000000 000057732729 Gca* Venetian Las Vegas NV			(1,016.70)	834.71	Venetian LV GCA
mpson 6489	CHK Feb 25		ATM Cash Withdrawal 0223 79787054 000072541116 Gca* Venetian Las Vegas NV			(2,004.99)	6,526.87	Venetian LV GCA
mpson 6489	CHK Feb 25		ATM Cash Withdrawal 0223 79787054 000072565541 Gca* Venetian Las Vegas NV			(504.99)	8,531.86	Venetian LV GCA
k Retail 5620	02/25	1,004.99	ATM CASH WITHDRAWAL GCA* VENETIAN		LAS VEGAS NV		TR DATE 02/23 79787054	Venetian LV GCA
k Retail 5620	02/25	1,016.70	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS NV		TR DATE 02/23 00000000	Venetian LV GCA

mpson 6489	CHK	Sep 30	ATM Cash Withdrawal 0927 79786686 000000700434 3325 Las Vegas Las Vegas NV		(2,504.99)	5,352.02	3325 Las Vegas Blvd LV	
mpson 6489	CHK	Oct 01	Check Card Purchase 0927 The Venetian Apothecar Las Vegas NV		(21.06)	18,919.72	Venetian Fr Desk	
mpson 6489	CHK	Sep 27	Point of Sale Debit 0927 00000000 000032732402 Gca* Venetian Las Vegas NV		(1,016.70)	6,026.98	Venetian LV GCA	
BoA it Card	09/27	09/28	GCA VENETIAN PALAZZO LAS VEGAS NV		4159	7886	1,054.24	Venetian Palazzo LV GCA
	09/27	09/28	CASH EQUIVALENT - TRANSACTION FEE		4159	7886	42.16	
BoA it Card	09/27	09/30	GCA VENETIAN PALAZZO LAS VEGAS NV		1150	7886	2,678.00	Venetian Palazzo LV GCA
	09/27	09/30	CASH EQUIVALENT - TRANSACTION FEE		1150	7886	107.12	
BoA it Card	09/27	09/28	GCA VENETIAN PALAZZO LAS VEGAS NV		7179	7886	324.24	Venetian Palazzo LV GCA
	09/27	09/28	CASH EQUIVALENT - TRANSACTION FEE		7179	7886	12.96	
k Retail 5620	09/30	1,004.99 ✓	ATM CASH WITHDRAWAL 3325 LAS VEGAS		LAS VEGAS	TR DATE 09/27 NV 79786686	3325 Las Vegas Blvd LV	
k Retail 5620	09/27	504.99 ✓	ATM CASH WITHDRAWAL 3325 LAS VEGAS		LAS VEGAS	TR DATE 09/27 NV 79785961	3325 Las Vegas Blvd LV	
k Retail 5620	09/27	1,016.70 ✓	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS	TR DATE 09/27 NV 00000000	Venetian LV GCA	
mpson 2423	09/27	09/30	4829	24067373272900012470988	GCA* VENETIAN PALAZZO RES LAS VEGAS NV		3,090.00	Venetian Palazzo LV GCA
mpson 2423	09/27	09/29	4829	24067373270900018574181	GCA* VENETIAN PALAZZO RES LAS VEGAS NV		\$ 8,240.00	Venetian Palazzo LV GCA
mpson 6489	CHK	Sep 30	ATM Cash Withdrawal 0928 79786680 000000763223 3325 Las Vegas Las Vegas NV		(2,504.99)	7,857.01	3325 Las Vegas Blvd LV	
mpson 6489	CHK	Sep 30	Point of Sale Debit 0928 00000000 000030732294 Gca* Venetian Las Vegas NV		(1,016.70)	2,871.28	Venetian LV GCA	
k Retail 5620	09/30	1,004.99 ✓	ATM CASH WITHDRAWAL 3325 LAS VEGAS		LAS VEGAS	TR DATE 09/28 NV 79785933	3325 Las Vegas Blvd LV	
k Retail 5620	09/30	1,016.70 ✓	POINT OF SALE DEBIT GCA* VENETIAN		LAS VEGAS	TR DATE 09/28 NV 00000000	Venetian LV GCA	
mpson 2423	09/28	09/30	4829	24067373272900013344620	GCA* VENETIAN PALAZZO RES LAS VEGAS NV		638.24	Venetian Palazzo LV GCA
mpson 6489	CHK	Sep 30	ATM Cash Withdrawal 0929 79786076 000000831479 3325 Las Vegas Las Vegas NV		(2,504.99)	10,362.00	3325 Las Vegas Blvd LV	
mpson 6489	CHK	Sep 30	Point of Sale Debit 0929 00000000 000002732091 Gca* Venetian Las Vegas NV		(1,016.70)	3,887.98	Venetian LV GCA	
k Retail 5620	09/30	1,004.99 ✓	ATM CASH WITHDRAWAL			TR DATE 09/29	3325 Las Vegas Blvd LV	

6489			000000197169 3325 Las Vegas Blvd So Las Vegas NV		(2,504.99)		24,256.88	Vegas Blvd LV
mpson 6489	CHK	Aug 18	Point of Sale Debit 0816 02837000 000000383402 Gca* Venetian Las Vegas NV		(1,016.70)		19,913.80	Venetian LV GCA
BoA it Card	08/16	08/18	GCA VENETIAN PALAZZO LAS VEGAS NV	0988	7886		3,090.00	Venetian Palazzo LV GCA
	08/16	08/19	CASH EQUIVALENT - TRANSACTION FEE	0988	7886		154.50	
	08/20	08/20	CASH EQUIVALENT - TRANSACTION FEE	0988	7886		154.50	
mpson 6489	CHK	Aug 18	Point of Sale Debit 0817 02837000 000000388908 Gca* Venetian Las Vegas NV		(1,016.70)		18,897.10	Venetian LV GCA
mpson 6489	CHK	Aug 19	ATM Cash Withdrawal 0818 888615 000000767552 3325 Las Vegas Blvd So Las Vegas NV		(2,504.99)		16,504.87	3325 Las Vegas Blvd LV
mpson 6489	CHK	Aug 21	Check Card Purchase 0818 Venetian/Palazzo Frt D Las Vegas NV		(396.59)		163,135.92	Venetian Fr Desk
mpson 6489	CHK	Aug 19	Point of Sale Debit 0818 02837000 000000457124 Gca* Venetian Las Vegas NV		(1,016.70)		9,573.67	Venetian LV GCA
mpson 6489	CHK	Aug 20	ATM Cash Withdrawal 0819 885929 000000816481 3325 Las Vegas Blvd So Las Vegas NV		(2,504.99)		7,003.22	3325 Las Vegas Blvd LV
BoA it Card	08/16	08/19	GCA VENETIAN PALAZZO LAS VEGAS NV	0988	7886		-3,090.00	Venetian Palazzo LV GCA
	08/16	08/19	CASH EQUIVALENT - TRANSACTION FEE	0988	7886		154.50	
	08/20	08/20	CASH EQUIVALENT - TRANSACTION FEE	0988	7886		154.50	
mpson 6489	CHK	Aug 25	Check Card Purchase 0820 Venetian/Palazzo Frt D Las Vegas NV		(357.72)		162,553.10	Venetian Fr Desk