

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

VIASHOW, INC., *et al.*<sup>1</sup>

Debtors.

Case No. 09-11909 (BLS)  
(Jointly Administered)

Chapter 7

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GEORGE L. MILLER, Chapter 7 Trustee of  
Viashow, Inc.,

Plaintiff,

Adversary No.

Nicole Durr,  
J.L. Jordan, III,  
FNV, LLC,  
PG LLC,  
Angel's Warriors Foundation,  
4Wall Entertainment,  
AFCO,  
Clear Channel,  
Marsh USA,  
Maverick Entertainment LLC,  
Preferred Public Relations & Marketing,  
Carlos Santos,  
SGPS, Inc.,  
Standard Drywall,  
Stockbridge/SBE Holdings LLC,  
Syntonic Design Group LLC, and  
The Motion Company

Defendants.

**COMPLAINT**

George L. Miller, Chapter 7 Trustee of the bankruptcy estates of Viashow, Inc. ("Viashow") (the "Trustee" or "Plaintiff"), by his undersigned attorneys, in support of this complaint (the "Complaint") to avoid and recover transfers against the above-referenced (collectively, the "Defendants"), hereby alleges upon information and belief that:

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<sup>1</sup> The other Debtors include Space, LLC and Alcanze, LLC.

## **NATURE OF THE CASE**

1. Plaintiff, George L. Miller, Chapter 7 Trustee for the Bankruptcy Estates of Viashow, Inc., Space LLC, and Alcanze, LLC (collectively, the “Debtors”) brings this action to recover in excess of \$4,355,954.02 in damages caused by, *inter alia*, the officers and directors of Viashow, breaching their fiduciary duties, and/or aiding and abetting the breach by others of fiduciary duties owed to Viashow and Viashow’s creditors by systematically facilitating and engaging in a pattern of practice of draining assets from Viashow to fund a production titled “Fuego Raw Talent” and also referred to as “Raw Talent Live,” “ND’s Raw Talent Live,” “ND’s Dance Raw Talent” and/or other variations thereof (collectively, referred to hereinafter as “Fuego Raw Talent”) at the Sahara Resort and Casino. The Fuego Raw Talent production was exclusively for the benefit of insiders and non-debtors without any consideration to Viashow or the other Debtors.

## **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction over this adversary proceeding, which arises under the Bankruptcy Code, or arises in or is related to a case under Title 11 in the United States Bankruptcy Court for the District of Delaware pursuant to 28 U.S.C. §§ 157 and 1334(b).

3. This adversary proceeding is a “core” proceeding to be heard and determined by the Bankruptcy Court pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (H) and (O).

4. Venue is proper in the District of Delaware pursuant to 28 U.S.C. § 1409.

## **PARTIES**

5. This Court has personal jurisdiction over each Defendant, and each Defendant is subject to nationwide service of process pursuant to Rule 7004(d) of the Federal Rules of Bankruptcy Procedure.

6. Nicole Durr (“Durr”) is an individual who at all material times hereto was the President, Treasurer and Director and Owner of 75% of the voting or equity securities of Viashow. At all material times hereto, Durr was the Managing Member of Space, LLC and the Manager of Alcanze, LLC. At all material times hereto, Durr was also a managing member of co-defendant, FNV, LLC. At all material times hereto, Durr was a managing member of co-defendant, PG, LLC. At all material times hereto, Durr was also Director, President and Secretary of co-defendant, Angel’s Warriors Foundation. At all material times hereto, Durr was manager of ND Rights, LLC. Durr also held as an officer and/or membership and/or ownership position with respect to various other insiders or affiliates of entities of Viashow. Durr created, wrote, directed, produced, and owned a production called “Fuego Raw Talent” and benefitted from the creation and operation of this production at the Sahara Resort and Casino. Durr is an insider of Viashow as defined by Section 101(31) of the Bankruptcy Code.

7. J.L. Jordan, III (“Jordan”) is an individual, who at all times material hereto, was a Secretary and Director of Viashow. At all material times hereto, Jordan was a managing member of co-defendant, FNV, LLC. At all material times hereto, Jordan was a Director and Treasurer of co-defendant, Angel’s Warriors Foundation. At all material times hereto, Jordan was a Manager of ND Rights, LLC. Jordan also had membership and/or officer positions with various other insiders and affiliates of Viashow. Jordan assisted Durr creating, writing, directing, producing a production called “Fuego Raw Talent” and benefitted from the creation and operation of this production at the Sahara Resort and Casino. Jordan is an insider of Viashow as defined by Section 101(31) of the Bankruptcy Code.

8. FNV, LLC (“FNV”) is an insider and affiliate of Viashow was owned primarily, or at least in part, by Durr as described in more detail below. FNV owned and operated a

production called “Fuego Raw Talent” and benefitted from the creation and operation of this production at the Sahara Resort and Casino. FNV is an insider of Viashow as defined by Section 101(31) of the Bankruptcy Code.

9. PG, LLC (“PG”) is an insider and affiliate of Viashow was owned primarily, or at least in part, by Durr as described in more detail below. PG is an insider of Viashow as defined by Section 101(31) of the Bankruptcy Code.

10. Angel’s Warriors Foundation (“Angel’s”) is an insider and affiliate of Viashow was owned primarily, or at least in part, by Durr as described in more detail below. Angel’s is an insider of Viashow as defined by Section 101(31) of the Bankruptcy Code.

11. Durr, Jordan, FNV, PG, and Angel’s shall sometimes be referred to as the “Insider Defendants”).

12. Based on the Trustee’s review of disbursements and underlying support, the following remaining Defendants (the “Third Party Vendor Defendants”): 4 Wall Entertainment, AFCO, Clear Channel, Marsh USA, Maverick Entertainment, LLC, Preferred Public Relations and Marketing, Carlos Santos, SGPS, Inc., Standard Drywall, Stockbridge/SBE Holdings, LLC, Syntonic Design Group, Inc. and the Motion Company are third-party vendors which provided certain goods and/or services for the “Fuego Raw Talent” production for which Viashow paid for but received no benefit.

### **FACTS**

13. Viashow and the other Debtors filed petitions for relief under Chapter 7 of the Bankruptcy Code on June 1, 2009 (the “Petition Date”).

14. Shortly after the Petition Date, the Office of the United States Trustee appointed George L. Miller as the Chapter 7 Trustee for the Debtors.

15. Shortly after his appointment, the Trustee engaged undersigned counsel to represent him in these cases.

16. On July 17, 2009 the Trustee conducted the 341(a) Meeting of Creditors at the Office of the United States Trustee for the District of Delaware whereby Jordan appeared for the Debtors. In accordance with his sworn testimony Jordan explained that : (i) Viashow was an entertainment production company; (ii) Alcanze was created to handle a nightclub at the Rio All-Suite Hotel and Casino in Las Vegas (the “Rio”); and (iii) Space, LLC was created to build and fit-out a nightclub under construction at the Shoppes at the Palazzo (the “Shoppes”) as part of Phase II Mall Subsidiary, LLC in Las Vegas.

17. Jordan did not identify that Viashow, Space or Alcanze benefitted from any production of the “Fuego Raw Talent” show at the Sahara.

18. In accordance with Jordan’s testimony, in order to construct the night club at the Shoppes, one or more of the Debtors purchased various equipment including, but not limited to certain lighting and staging equipment, sound boards, mixers, foggers, speakers and other dance, music, staging and performance equipment and electronics (collectively, the “Equipment”).

19. Jordan testified that although the Equipment was to be used for the Shoppes, some of the equipment was used for the nightclub at the Rio.

20. Jordan testified that Alcanze operated a dance club at the Rio which quickly failed due to the fact that the Debtor was unable to obtain a liquor license which precipitated the Debtors bankruptcy filings.

21. As of the Petition Date, the only significant, tangible assets which remained in the Debtors’ estates was the Equipment.

22. As such, the Trustee moved quickly to liquidate the Equipment and engaged a Sales Agent, Apto Solutions, Inc. (“Apto”) for such purpose.

23. Shortly thereafter, Apto was successfully able to locate a purchaser for the Equipment, CRLV, LLC, and the Trustee filed a Motion to Approve Sale of Substantially All Assets Free and Clear of Liens, Claims and Encumbrances on July 30, 2009 [Docket No. 31] (the “Sale Motion”).

24. On August 11, 2009, counsel to Defendant, Durr, Paul C. Gunther at Salans, LLP sent a letter to undersigned counsel stating certain informal objections to the Sale Motion (the “August 11, 2009 Letter”). A true and correct copy of the August 11, 2009 Letter is attached hereto as Exhibit “A.”

25. August 11, 2009 Letter states that Debtors do not own the name any other intellectual property other than two trademarks titled “Havananightshow” and “Havana Night Club.” The August 11, 2009 Letter also asserted that other than the above-referenced trademarks, none of the intellectual property belonged to the Debtors. Most notably, the August 11, 2009 Letter stated as follows:

The intellectual property owned by ND, LLC cannot be sold by the Trustee. Ms. Durr, an internationally-renowned choreographer and director spent several years creating the “ND Fuego” concept. She intends to continue to use the “ND Fuego” name and also stated that intellectual property and/or future endeavors, the Trustee must, therefore, modify the APA to as to exclude from all the definition of Purchase Assets” all intellectual property with the exception of the Havananightshow and the Havana Night Club’s names. If CRLV wishes to use the intellectual property in the future, it will have to obtain licensing rights from Ms. Durr.

26. In furtherance to the objection of the Sale Motion, Selanas, LLP filed the Objection of Showmaxx Production Media, Ltd. and ND Rights, LLC to Motion to the Sale Motion [Docket No. 35].

27. In order to satisfy the concerns raised by Durr and the Objection to the Sale Motion, the Trustee amended the Order Approving the Sale Motion to ensure that the sale of the Equipment did not include any Intellectual Property, including, but not limited to, the name “ND’s Fuego” and the domain name [www.ndsfuego.com](http://www.ndsfuego.com) and all video content and applicable software included on the “Pandora’s Box” service.

28. With these modifications, the Bankruptcy Court entered an Order Approving the Sale Motion on August 24, 2009 [Docket No. 46] (the “Sale Order”). A true and correct copy of the Sale Order is attached hereto as Exhibit “B.”

29. Upon information and belief, co-defendants Durr, Jordan and FNV developed a live stage show in Las Vegas that was known as “Fuego Raw Talent” at the Sahara Hotel and Casino.

30. Upon information and belief, “Fuego Raw Talent” production ran from about August 2008 through February 2009.

31. Based on the Trustee’s review of disbursements and underlying support, Viashow made substantial expenditures on obligations that were the responsibility of FNV and other Insider Defendants for costs associated with “Fuego Raw Talent” including: (i) production costs including, but not limited to, equipment purchase and rental, stage design and construction, costume design, lighting design and implementation, stage hand labor and casting and other consulting services; (ii) advertising, public relations, marketing and printing costs; (iii) permits

and inspections for Sahara Resort Theatre; (iv) business licenses for the production; and (v) photo shoots and soundtracks for the production.

32. Upon information and belief, Defendants used “ND’s Fuego” concept and associated intellectual property in the Fuego Raw Talent show.

33. Upon review and investigation of the Debtor’s books and records including cash receipts, Viashow (and, for that matter, Space and Alcanze) received no financial or other benefit from the performance of “Fuego Raw Talent” from ticket sales or otherwise.

34. In accordance with an undated Accounting and Finance Team memo outlining responsibilities and requirements for Viashow and affiliates, any payment or expenditures made by Viashow required the authorization of Durr.

35. Based on Jordan’s testimony at the 341(a) meeting, the Officer and Director positions held by Durr and Jordan and upon the Trustee’s review of Viashow records, it appears that all or substantially all business activities of Viashow, including review and approval of contracts were directed by Durr and/or Jordan.

36. Controlling insiders and co-defendants, Durr, Jordan and FNV transferred or caused to be transferred \$4,267,741.67 to themselves and on behalf of themselves including the Third Party Vendor Defendants in connection with this “Fuego Raw Talent” enterprise. The net effect of this looting systematically stripped Viashow of its assets to the severe detriment of its creditors. These actions were, at all material times hereto, at the knowledge and direction of the insider Defendants.

37. Thus, the conduct described herein was intentional and engaged in for an improper purpose and was sufficiently outrageous to justify the imposition of punitive damages.



38. Specifically, in furtherance of this scheme, the Viashow made direct payments to FNV totaling \$1,147,228.04 as detailed on Exhibit “C” attached hereto (the “FNV Transfers”).

39. Based on the Trustee’s review of disbursements and underlying support, Viashow made payments to the Third Party Vendor Defendants on behalf of obligations owed by FNV in the amount of \$3,120,513.63 as identified on Exhibit “D” attached hereto (the “Transfers on Behalf of FNV”) in furtherance of this scheme.

40. Based on the Trustee’s review of disbursements and underlying support, as identified in Exhibit “D” describing the Transfers on Behalf of FNV, the largest payments (“Third Party Transfers”) went to the following Third Party Vendor Defendants:

<b>Co-Defendants</b>	<b>Payment Amount</b>
4Wall Entertainment	\$94,488.74
AFCO	\$145,469.85
Clear Channel	\$72,950.00
Marsh USA	\$42,127.81
Maverick Entertainment LLC	\$567,250.00
Preferred Public Relations & Marketing	\$48,991.93
Carlos Santos	\$46,360.44
SGPS, Inc.	\$83,550.00
Standard Drywall	\$110,405.44
Stockbridge/SBE Holdings LLC	\$1,285,719.92
Syntonic Design Group LLC	\$145,155.95
The Motion Company	\$53,875.00

41. Based on the Trustee’s review of disbursements and underlying support, upon information and belief, Viashow made direct payments to PG, LLC in the amount of \$47,000.00 pursuant to the transfers identified on Exhibit “E” (the “PG Transfers”) for expenses unrelated to Viashow’s business.

42. Based on the Trustee’s review of disbursements and underlying support, upon information and belief, Viashow made payments on behalf of obligations of PG to other third-

party service providers in the amount of \$18,712.35 as identified hereto on Exhibit “F” (“Transfers on Behalf of PG”) for expenses unrelated to Viashow’s business.

43. Based on the Trustee’s review of disbursements and underlying support, upon information and belief, Viashow made direct payments to Angel’s in the amount of \$22,500.00 as identified on Exhibit “G” (the “Angel’s Transfers”) for expenses unrelated to Viashow’s business.

44. Collectively, all of the above-referenced Transfers are hereby collectively referred to in Exhibits “C”-“G” as the “Fraudulent Transfers.”

### **CLAIMS FOR RELIEF**

#### **CLAIM I**

#### **Avoidance of FNV Transfers – Intentional Fraud (against Durr, Jordan and FNV)**

45. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

46. The FNV Transfers are each a “transfer” within the definition of Section 101(54) of the Bankruptcy Code.

47. The FNV Transfers were a transfer property or an interested property of Viashow and to and for the benefit of Durr, Jordan and/or FNV.

48. Viashow made FNV Transfers to and/or for the benefit of Durr, Jordan and/or FNV with the actual intent to hinder, delay or defraud Viashow’s creditors.

49. Durr, Jordan and FNV are liable as transferees or beneficiaries of the FNV Transfers and/or provided substantial assistance in connection with, benefitted from and aided and abetted the FNV Transfers.

50. Accordingly, the FNV Transfers constitute avoidable, fraudulent transfers pursuant to Section 548(a)(1)(A) of the Bankruptcy Code.

**CLAIM II**  
**Avoidance of FNV Transfers – Constructive Fraud**  
**(against Durr, Jordan and FNV)**

51. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

52. The FNV Transfers were not on account of an antecedent debt or pre-payment for goods subsequently received by Viashow, and Viashow did not receive reasonable equivalent value in exchange for such FNV Transfers.

- a. Viashow was insolvent on the date of the FNV Transfers.
- b. Viashow was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with Viashow was an unreasonably small capital; or
- c. Viashow intended to incur, or believed that it would incur, debts that would be beyond Viashow's ability to pay as such debts matured.

53. Accordingly, the FNV Transfers constitute an avoidable fraudulent transfer pursuant to Section 548(a)(1)(B).

**CLAIM III**  
**Avoidance Transfers on Behalf of FNV – Intentional Fraud**  
**(against Durr, Jordan and FNV)**

54. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

55. The Transfers on Behalf of FNV are each a "transfer" within the definition of Section 101(54) of the Bankruptcy Code.

56. The Transfers on Behalf of FNV were a transfer property or an interested property of Viashow and to and for the benefit of Durr, Jordan and/or FNV.

57. Viashow made Transfers on Behalf of FNV to and/or for the benefit of Durr, Jordan and/or FNV with the actual intent to hinder, delay or defraud Viashow's creditors.

58. Durr, Jordan and FNV are liable as transferees or beneficiaries of the Transfers on Behalf of FNV and/or provided substantial assistance in connection with, benefitted from and aided and abetted the Transfers on Behalf of FNV. Accordingly, the Transfers on Behalf of FNV constitute avoidable, fraudulent transfers pursuant to Section 548(a)(1)(A) of the Bankruptcy Code.

**CLAIM IV**  
**Avoidance Transfers on Behalf of FNV – Constructive Fraud**  
**(against Durr, Jordan and FNV)**

59. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

60. The Transfers on Behalf of FNV were not on account of an antecedent debt or pre-payment for goods subsequently received by Viashow and Viashow did not receive reasonable equivalent value in exchange for such Transfers on Behalf of FNV.

- a. Viashow was insolvent on the date of Transfers on Behalf of FNV .
- b. Viashow was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with Viashow was an unreasonably small capital; or
- c. Viashow intended to incur, or believed that it would incur, debts that would be beyond Viashow's ability to pay as such debts matured.

61. Accordingly, the Transfers on Behalf of FNV constitute an avoidable fraudulent transfer pursuant to Section 548(a)(1)(B).

**CLAIM V**  
**Avoidance of PG Transfers – Intentional Fraud**  
**(against Durr, Jordan and PG)**

62. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

63. The PG Transfers are each a “transfer” within the definition of Section 101(54) of the Bankruptcy Code.

64. The PG Transfers were a transfer property or an interested property of Viashow and to and for the benefit of Durr, Jordan and/or PG.

65. Viashow made PG Transfers to and/or for the benefit of Durr, Jordan and/or PG with the actual intent to hinder, delay or defraud Viashow’s creditors.

66. Durr, Jordan and PG are liable as transferees or beneficiaries of the PG Transfers and/or provided substantial assistance in connection with, benefitted from and aided and abetted the PG Transfers.

67. Accordingly, the PG Transfers constitute avoidable, fraudulent transfers pursuant to Section 548(a)(1)(A) of the Bankruptcy Code.

**CLAIM VI**  
**Avoidance of PG Transfers – Constructive Fraud**  
**(against Durr, Jordan and PG)**

68. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

69. The PG Transfers were not on account of an antecedent debt or pre-payment for goods subsequently received by Viashow and Viashow did not receive reasonable equivalent value in exchange for such PG Transfers.

a. Viashow was insolvent on the date of the PG Transfers.

- b. Viashow was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with Viashow was an unreasonably small capital; or
- c. Viashow intended to incur, or believed that it would incur, debts that would be beyond Viashow's ability to pay as such debts matured.

70. Accordingly, the PG Transfers constitute an avoidable fraudulent transfer pursuant to Section 548(a)(1)(B).

**CLAIM VII**  
**Avoidance of Transfers on Behalf of PG – Intentional Fraud**  
**(against Durr, Jordan and PG)**

71. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

72. The Transfers of Behalf of PG are each a “transfer” within the definition of Section 101(54) of the Bankruptcy Code.

73. The Transfers of Behalf of PG were a transfer property or an interested property of Viashow and to and for the benefit of Durr, Jordan and/or PG.

74. Viashow made Transfers of Behalf of PG to and/or for the benefit of Durr, Jordan and/or PG with the actual intent to hinder, delay or defraud Viashow's creditors.

75. Durr, Jordan and PG are liable as transferees or beneficiaries of the Transfers of Behalf of PG and/or provided substantial assistance in connection with, benefitted from and aided and abetted the PG Transfer.

76. Accordingly, the Transfers of Behalf of PG constitute avoidable, fraudulent transfers pursuant to Section 548(a)(1)(A) of the Bankruptcy Code.

**CLAIM VIII**  
**Avoidance of Transfers on Behalf of PG – Constructive Fraud**  
**(against Durr, Jordan and PG)**

77. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

78. The Transfers of Behalf of PG were not on account of an antecedent debt or pre-payment for goods subsequently received by Viashow and Viashow did not receive reasonable equivalent value in exchange for such Transfers of Behalf of PG.

- a. Viashow was insolvent on the date of the Transfers of Behalf of PG.
- b. Viashow was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with Viashow was an unreasonably small capital; or
- c. Viashow intended to incur, or believed that it would incur, debts that would be beyond Viashow's ability to pay as such debts matured.

79. Accordingly, the Transfers of Behalf of PG constitute an avoidable fraudulent transfer pursuant to Section 548(a)(1)(B).

**CLAIM IX**  
**Avoidance of Angel's Transfers – Intentional Fraud**  
**(against Durr, Jordan and Angel's)**

80. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

81. The Angel's Transfers are each a "transfer" within the definition of Section 101(54) of the Bankruptcy Code.

82. The Angel's Transfers were a transfer property or an interested property of Viashow and to and for the benefit of Durr, Jordan and/or Angel's.

83. Viashow made Angel's Transfers to and/or for the benefit of Durr, Jordan and/or Angel's with the actual intent to hinder, delay or defraud Viashow's creditors.

84. Durr, Jordan and Angel's are liable as transferees or beneficiaries of the Angel's Transfers and/or provided substantial assistance in connection with, benefitted from and aided

and abetted the Angel's Transfer. Accordingly, the Angel's Transfers constitute avoidable, fraudulent transfers pursuant to Section 548(a)(1)(A) of the Bankruptcy Code.

**CLAIM X**  
**Avoidance of Angel's Transfers – Constructive Fraud**  
**(against Durr, Jordan and Angel's)**

85. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

86. The Angel's Transfers were not on account of an antecedent debt or pre-payment for goods subsequently received by Viashow and Viashow did not receive reasonable equivalent value in exchange for such Angel's Transfers.

- a. Viashow was insolvent on the date of the Angel's Transfers.
- b. Viashow was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with Viashow was an unreasonably small capital; or
- c. Viashow intended to incur, or believed that it would incur, debts that would be beyond Viashow's ability to pay as such debts matured.

87. Accordingly, the Angel's Transfers constitute an avoidable fraudulent transfer pursuant to Section 548(a)(1)(B).

**CLAIM XI**  
**Avoidance of Third Party Transfers – Constructive Fraud**  
**(against Durr, Jordan and Third Party Vendor Defendants)**

88. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

89. Third Party Transfers should be avoided against each respective Third Party Vendor Defendants in the amounts identified in Exhibit C pursuant to Section 11 U.S.C. §548(a)(1)(B).



90. The Third Party Transfers were not on account of an antecedent debt or pre-payment for goods subsequently received by Viashow and Viashow did not receive reasonable equivalent value in exchange for such Third Party Transfers.

- a. Viashow was insolvent on the date of the Third Party Transfers;
- b. Viashow was engaged in business or a transaction or was about to engage in business or a transaction for which any property remaining with Viashow was an unreasonably small capital; or
- c. Viashow intended to incur, or believed that it would incur, debts that would be beyond Viashow's ability to pay as such debts matured.

91. Accordingly, the Third Party Transfers constitute an avoidable fraudulent transfer pursuant to Section 548(a)(1)(B).

**CLAIM XII**  
**Preference**  
**(All Defendants)**

92. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

93. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI, above and were either made within 90 days prior to the Petition Date for the Third-Party Transfers or were made within one year prior to the Petition Date to the Defendants and/or on behalf of Insider Defendants, the Trustee seeks to avoid such payments as preferences.

94. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI above, the Fraudulent Transfers were for, or on account of, antecedent debts owed by one or more of the Debtors before the Fraudulent Transfers were made.

95. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI above, the Defendant was a creditor of Viashow at the time of the Fraudulent Transfers within the meaning of Section 101(10)(A) of the Bankruptcy Code. The Fraudulent

Transfers were made, or caused to be made, for or on account of one or more antecedent debts owed by Viashow to the Defendant prior to the date on which such Fraudulent Transfer was made.

96. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI, each Fraudulent Transfer was made in the satisfaction of obligations of Viashow pursuant to a contract (oral or written) between Viashow and the Defendant, and was payment for goods previously delivered and/or services previously performed by the Defendant on behalf of Viashow.

97. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI, included in the Exhibits "C"- "G" are those invoices and/or debts paid by the Fraudulent Transfers, to the extent that such information is correct in the Debtors' records and is currently known to the Trustee.

98. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI, the Fraudulent Transfers were to or for the benefit of a creditor within the meaning of Section 547(b)(1) of the Bankruptcy Code because the Fraudulent Transfers either reduced or fully satisfied a debt then owed by Viashow to the Defendant.

99. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI, the Fraudulent Transfers were made while Viashow was insolvent. Viashow is presumed to be insolvent pursuant to Section 547(f) of the Bankruptcy Code at the time each Fraudulent Transfer was made. Additionally, the Trustee reviewed the Debtors' records and determined that Viashow was insolvent at the time each Fraudulent Transfer was made.

100. To the extent that the Fraudulent Transfers are not avoidable under Counts I through XI, the Fraudulent Transfers enabled the Defendant to receive more than it would have

received if the cases were cases under Chapter 7 of the Bankruptcy Code, if the Fraudulent Transfers had not been made and if the Defendant received payment of the debt(s) relating to each such Fraudulent Transfer to the extent provided by the provisions of the Bankruptcy Code. As evidenced by Viashow's schedules filed in the underlying bankruptcy case, as well as the proofs of claim that have been received to date, the liabilities of Viashow exceed its assets such that unsecured creditors will not receive a full payout of the respective claims.

101. In accordance with the foregoing, the Fraudulent Transfers are, in the alternative, avoidable pursuant to 11 U.S.C. § 547(b).

**COUNT XIII**  
**Recovery of Avoidance Transfers**  
**(All Defendants)**

102. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

103. Plaintiff is entitled to avoid the Fraudulent Transfers pursuant to 11 U.S.C. § 548, or, in the alternative pursuant to 11 U.S.C. § 547.

104. Defendants were the initial transferee of the Fraudulent Transfers or the immediate or mediate transferee of such initial transferee or the person for whose benefit the Fraudulent Transfers were made.

105. Viashow made the Fraudulent Transfers directly to Defendant, the "transferee." Therefore, each Defendant was the initial transferee of the respective Fraudulent Transfers and/or the entity for whose benefit the Fraudulent Transfers were made as identified above.

106. Upon information and belief, the Defendants deposited the respective Fraudulent Transfers into its bank accounts and/or used the funds.

107. Defendants had dominion and control of the Fraudulent Transfers.

108. Pursuant to 11 U.S.C. § 550(a), Plaintiff is entitled to recover from the Defendants the Fraudulent Transfers, plus interest thereon to the date of payment and the costs of this action.

**COUNT XIV**  
**Turnover**  
**(against Durr, Jordan, FNV, PG and Angel's)**

109. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

110. To the extent that the Fraudulent Transfers are not avoidable as plead above, the Fraudulent Transfers represent loans to Durr, Jordan, FNV, PG and Angel's. Thus, such loans are property of the estate and must be repaid.

111. The Plaintiff is entitled to an order and judgment directing the Defendant to turnover all Fraudulent Transfers pursuant to 11 U.S.C. §542(a).

**COUNT XV**  
**Breach of Fiduciary Duty**  
**(against Durr, Jordan, FNV, PG and Angel's)**

112. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

113. Defendants, Durr, Jordan, FNV, PG and Angel's owe fiduciary duties to Viashow and its creditors including the duties of care, loyalty and good faith.

114. Defendants, Durr, Jordan, FNV, PG and Angel's owe duty to act in the best interest of Viashow and not to engage in self-dealing or to promote interest of themselves at the expense Viashow and the creditors.

115. Officers have the duty to inform themselves prior to making decisions of all material information reasonably available to them. Once informed, they must act with the

requisite care and discharge of their duties. These duties mandate that the best interest of the corporation take precedence over any interest possessed by a director, officer or controlling shareholder or insider.

116. In the exercise of their fiduciary duties, Defendants, Durr, Jordan, FNV, PG and Angel's were required, among other things, to refrain from self-dealing and manage Viashow in a fair, just and equitable matter so as to serve the interest of Viashow and its creditors and to refrain from abusing their positions of control in favor of their own interest at the expense of the Debtors and their creditors.

117. Officers – such as Durr and Jordan – would be entitled to the protection of the so-called business judgment rule only when they were disinterested and have adequately informed themselves before acting in the business transaction decision at hand. As described herein, neither Durr nor Jordan were disinterested and did not adequately inform themselves before making any corporate decisions and therefore are not entitled to the protection of the business judgment rule as to the matters complained of in this proceeding.

118. Defendants, Durr, Jordan, FNV, PG and Angel's have acted on their own self-interest rather than the interest of Viashow by making all of the Fraudulent Transfers which did not have any corresponding benefit to Viashow or its creditors.

119. The conduct of Defendants, Durr, Jordan, FNV, PG and Angel's as alleged above, was intentional, reckless or grossly negligent and a breach of their fiduciary duties to Viashow and their creditors.

120. As a result of the various breaches of fiduciary duties by Defendants, Durr, Jordan, FNV, PG and Angel's suffered damages in the amount to be determined at trial, but which is believed to exceed \$4,355,954.02.

**COUNT XVI**  
**Aiding and Abetting Breach of Fiduciary Duty**  
**(against Durr, Jordan, FNV, PG and Angel's)**

121. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

122. To the extent that any Defendant, Durr, Jordan, FNV, PG or Angel's might be found not to have a fiduciary duty to Viashow at the time of the transactions complained of herein, each of these Defendants is nevertheless, liable for having aided and abetted the Breach of Fiduciary Duties by one or more of the other Defendants possessing such duties at the relevant time.

123. As described in the paragraphs above, each non-fiduciary Defendant substantially assisted, knowing participated in, benefitted from and aided and abetted their breaches of fiduciary duties against, engaged in by other Defendants.

124. As a result of this improper conduct, Viashow suffered damages in an amount to be determined at trial, but which is believed to exceed \$4,355,954.02.

**COUNT XVII**  
**Corporate Waste**  
**(against Durr, Jordan, FNV, PG and Angel's)**

125. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

126. Making or causing Viashow to make the Fraudulent Transfers had no rational business purpose and no business person of ordinary, sound judgment could have taken such actions.

127. These actions constituted actionable waste of Viashow's property. As a result of this improper conduct, Viashow suffered damages in an amount to be determined at trial, but which is believed to exceed \$4,355,954.02.

**COUNT XVIII**  
**Civil Conspiracy**  
**(against Durr, Jordan, FNV, PG and Angel's)**

128. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

129. Defendant, Durr, Jordan, FNV, PG or Angel's acted in a concerted effort and agreement with each other and devised and implemented strategy to strip the assets away from Viashow as a breach of fiduciary duties owed to Viashow and its creditors.

130. Defendant, Durr, Jordan, FNV, PG or Angel's undertook substantial overt acts described above in furtherance of the conspiracies alleged herein and are liable for the damages and harm to the Debtors. As a result of this improper conduct, Viashow suffered damages in an amount to be determined at trial, but which is believed to exceed \$4,355,954.02.

**COUNT XIX**  
**Disallowance of all Claims**  
**(all Defendants)**

131. Plaintiff incorporates all preceding paragraphs as if fully re-alleged in this paragraph.

132. Defendants are entities from which property is recoverable under 11 U.S.C. § 550.

133. Defendant is a transferee of Fraudulent Transfers avoidable under 11 U.S.C. § 548 or, in the alternative pursuant to 11 U.S.C. § 547.

134. No Defendant has paid the amount of the Fraudulent Transfers, or turned over such property, for which each Defendant is liable under 11 U.S.C. § 550.

135. Pursuant to 11 U.S.C. § 502(d), any and all Claims of any Defendant and/or its assignee, against the Debtors' estates or Plaintiff must be disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of the Fraudulent Transfers, plus interest thereon and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that this Court grant the following relief against the respective Defendants:

- A. The entry of a judgment in favor of the Plaintiff and against Durr, Jordan, FNV, PG and Angel's jointly and severally for damages in excess of \$4,355,954.02;
- B. The entry of a judgment in favor of the Plaintiff and against the Third Party Vendor Defendants as appropriate pursuant to their respective receipt of the Third Party Transfers as identified in Exhibit "C";
- C. Disallowing any Claims of any Defendants and/or assignee pursuant to 11 U.S.C. §502(d);
- D. Awarding pre-judgment interest at the maximum rate binding from the date of the transferred to the date of the judgment herein;
- E. Post-judgment interest at the maximum legal rate running from the date of the judgment herein to the date of the judgments paid in full plus costs;
- F. Requiring the Defendants to pay punitive damages as appropriate in an amount determined by the Court payable to Plaintiff;
- G. Requiring each Defendant to pay the respective judgment in an amount ordered by the Court in favor of the Plaintiff;
- H. Granting Plaintiff any such other relief as this Court deems just and proper.



Dated: May 31, 2011

FLASTER/GREENBERG, P.C.

By: /s/ William J. Burnett  
William J. Burnett (No 4078)  
913 North Market Street, Suite 1001  
Wilmington, DE 19801  
william.burnett@flastergreenberg.com

# EXHIBIT A



# SALANS

ATTORNEYS AT LAW

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August 11, 2009

**VIA EMAIL AND REGULAR MAIL**

William J. Burnett, Esq.  
Flaster/Greenberg P.C.  
901 North Market Street, 4<sup>th</sup> floor  
Wilmington, DE 19801

Re: *In re Viashow, et al.*, Case Nos. 09-11909 et seq. (Bankr. D.Del.) (BLS)

Dear Mr. Burnett:

I am writing on behalf of Nicole Durr and concerning the motion, dated July 30, 2009, of George L. Miller, the Chapter 7 Trustee (the "Trustee") on behalf of the estates of Debtors Viashow, Inc., Alcanze LLC and Space LLC dated July 30, 2009 (the "Debtors"), for an order approving the sale of substantially all of the assets of (the "Debtors") to CRLV, LLC ("CRLV") (the "Sale Motion") pursuant to an asset purchase agreement between the Trustee and CRLV (the "APA").

Section 1.1(a) of the APA purports to transfer all of the Debtors' "Intellectual Property", which is defined as, *inter alia*, all patents, trademarks, service marks, trade names, logos, corporate names, copyrights, computer software, data, data bases, web addresses and domain registrations. More specifically, the Trustee represents in section 4.3 of the APA that the purchased assets include the name "ND's Fuego – Evolution of Nightlife." A condition precedent for the sale is that the Trustee's representations are "true and accurate." APA, § 6.1. Failure of this condition is grounds for CRLV to terminate the sale. *Id.*, § 7.1.

The Sale Motion and the APA purport to transfer to CRLV certain intellectual property rights that do not belong to the Debtors, but rather to ND Rights, LLC ("ND LLC"). This property includes, among other things, trademarks, the domain name [www.ndsfuego.com](http://www.ndsfuego.com) and videos. In fact, the only intellectual property in which the Debtors have an interest are the trademarks that are either registered or pending with the United States Patent and Trademark Office and are "Havananightshow" (U.S. Reg. No. 3,433,411) and "Havananightshow" (U.S.

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New York 1281742.3



William J. Burnett, Esq.  
Page 2

August 11, 2009

Application No. 78/662,313), and "Havana Night Club" (U.S. Registration No. 3,219,439) and "Havana Night Club" (U.S. Application No. 76/620,847).

The intellectual property owned by ND LLC cannot be sold by the Trustee. Ms. Durr, an internationally renowned choreographer and director, spent several years creating the "ND Fuego" concept. She intends to continue to use the "ND Fuego" name and all associated intellectual property in her future endeavors. The Trustee must, therefore, modify the APA so as to exclude all from the definition of "Purchased Assets" all intellectual property, with the exception of the Havananightshow and the Havana Night Club names. If CRLV wishes to use the intellectual property in the future, it will have to obtain licensing rights from Ms. Durr.

As an additional matter, I would like to arrange with the Trustee for Ms. Durr to recover property owned by her and currently in the possession of the Trustee. This includes, *inter alia*, (i) merchandise owned by Dream Wear, LLC, (ii) Ms. Durr's personal items, and (iii) all videos.

Please contact me to discuss the issues raised in this letter. It is my sincere hope that Ms. Durr and the Trustee will be able to resolve these issues without having to seek court intervention.

Very truly yours,

A handwritten signature in cursive script that reads "Paul C. Gunther".

Paul C. Gunther

PCG:eg

## EXHIBIT B

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

VIASHOW, et al.

Debtor.

Chapter 7

Case No. 09-11909-BLS

**DOCKET NO 31**

**ORDER GRANTING TRUSTEE'S MOTION FOR ORDER APPROVING SALE OF  
ALL OR SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF  
LIENS, CLAIMS AND ENCUMBRANCES**

AND NOW, this <sup>17</sup>24 day of August, 2009, upon consideration of the Motion of Chapter 7 Trustee for an Order Approving Sale of All or Substantially All Assets, Free and Clear of Liens, Claims and Encumbrances (the "Motion")<sup>1</sup>, and all responses thereto, cause being shown; it is hereby ORDERED:

1. The Motion is GRANTED.
2. The APA is approved except as provided by this Order.
3. The Trustee is authorized to sell the Equipment to CRLV as provided in the Motion and the APA.
4. Except as provided in Paragraph 5 of this Order, and notwithstanding anything to the contrary in the APA, (a) neither (i) the Debtors, (ii) the Debtors' estates, (iii) the Trustee, (iv) the Purchaser, (v) nor the Purchaser's successors, transferees and assigns shall have, use or claim any rights to or interest in any "Intellectual Property", as that term is defined in the APA, and (ii) no Intellectual Property shall be sold, transferred, assigned by, or on behalf of, the Debtors, the Debtors' estates or the Trustee to any purchaser, transferee or assignee, including Purchaser,

---

<sup>1</sup> All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Motion.

its successors, transferees and assignees. Intellectual Property includes, but is not limited to, the names "ND's Fuego", "ND's Fuego Evolution of Nightlife", the domain ndsfuego.com or all Audio/Video Content and Application Software (as defined below).

5. The only Intellectual Property that shall be sold, transferred or assigned pursuant by the Trustee is the following:

- a. Havananightshow - U.S. Registration No. 3,433,411;
- b. Havananightshow - U.S. Application No. 78/662,313;
- c. Havana Night Club - U.S. Registration No. 3,219,439;
- d. Havana Night Club - U.S. Application No. 76/620,847; and
- e. The operating software used to run the "Pandora's Box" media servers (the "Operating Software"), which are part of the Equipment. The Operating Software does not include Audio/Video Content and Application Software.

6. The Intellectual Property identified in Paragraph 5 shall be transferred free and clear of all liens, claims and encumbrances.

7. Purchaser and Purchaser's successors, transferees and assigns, shall delete all audio, video and other media content and application software from the Pandora's Box media servers (the "Audio/Video Content and Application Software") within fourteen (14) days after the Closing (as defined in the APA). Purchaser, its transferees, successors and assigns shall not be required to delete the Operating Software. The deletion of the Audio/Video Content and Application Software shall be done in such a manner that the Audio/Video Content and Application Software is irretrievable in any manner. Within twenty-one (21) days after the Closing on a mutually convenient date and time, Purchaser, its transferees, successors and assigns shall provide access to the Pandora's Boxes to a representative of ShowMaxx Production and Media Ltd. ("ShowMaxx") to enable ShowMaxx to confirm that the Audio/Video Content

and Application Software has been irretrievably deleted.

8. To the extent that ShowMaxx, ND Rights, LLC and/or Ms. Nichole Durr can establish to the Trustee and the Purchaser within twenty one (21) days of the Closing, that any assets belonging to ShowMaxx, ND Rights, LLC and/or Ms. Nicole Durr were inadvertently transferred to the Purchaser at the Closing, the Purchaser, its successors, transfers and assigns shall permit ShowMaxx, ND Rights, LLC and/or Ms. Nicole Durr to retrieve such items on a mutually convenient date and time. The Trustee reserves all of his rights to make determinations regarding ownership of such property. This Court will retain jurisdiction to resolve any post-closing property ownership disputes.

9. The sale of the Equipment shall be free and clear of any liens, claims, interests and encumbrances.

10. Any liens, claims, interests and encumbrances shall attach to the proceeds of the sale to the same extent and with the priority as provided under applicable non-bankruptcy law.

11. The sale of the Equipment shall be on an "AS IS / WHERE IS" basis, without any warranty, either express or implied by the Trustee.

12. CRLV is entitled to the protection of 11 U.S.C. § 363(m).

13. This Order shall be effective immediately upon its entry. The 10-day period of Fed. R. Bankr. P. 6004(g) is hereby waived

14. This Court shall retain jurisdiction over any disputes arising out of the APA and this Order..

Dated: August 24, 2009

  
HONORABLE BRENDAN L. SHANNON  
UNITED STATES BANKRUPTCY JUDGE



Viashow, Inc.  
FNV Transfers  
Exhibit C

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
FNV, LLC	08/27/08	7469	\$ 1,000.00	09/08/08
FNV, LLC	09/12/08	7599	\$ 17,000.00	09/12/08
FNV, LLC	09/18/08	Transfer Debit	\$ 16,000.00	09/18/08
FNV, LLC	09/18/08	Transfer Debit	\$ 5,000.00	09/18/08
FNV, LLC	09/24/08	Transfer Debit	\$ 14,000.00	09/24/08
FNV, LLC	10/02/08	Transfer Debit	\$ 21,000.00	10/02/08
FNV, LLC	10/03/08	Transfer Debit	\$ 36,000.00	10/03/08
FNV, LLC	10/09/08	Transfer Debit	\$ 25,000.00	10/09/08
FNV, LLC	10/16/08	Transfer Debit	\$ 70,000.00	10/16/08
FNV, LLC	10/23/08	Transfer Debit	\$ 68,492.04	10/23/08
FNV, LLC	10/30/08	Transfer Debit	\$ 67,000.00	10/30/08
FNV, LLC	11/06/08	Transfer Debit	\$ 69,500.00	11/06/08
FNV, LLC	11/13/08	Transfer Debit	\$ 62,000.00	11/13/08
FNV, LLC	11/21/08	Transfer Debit	\$ 67,000.00	11/21/08
FNV, LLC	11/25/08	Transfer Debit	\$ 67,000.00	11/26/08
FNV, LLC	12/05/08	Transfer Debit	\$ 55,700.00	12/05/08
FNV, LLC	12/11/08	Transfer Debit	\$ 63,000.00	12/11/08
FNV, LLC	12/18/08	Transfer Debit	\$ 65,000.00	12/18/08
FNV, LLC	12/23/08	Transfer Debit	\$ 30,000.00	12/30/08
FNV, LLC	12/30/08	Transfer Debit	\$ 30,000.00	12/30/08
FNV, LLC	01/08/09	Transfer Debit	\$ 64,036.00	01/08/09
FNV, LLC	01/15/09	Transfer Debit	\$ 19,500.00	01/15/09
FNV, LLC	01/22/09	Transfer Debit	\$ 25,000.00	01/22/09
FNV, LLC	01/29/09	Transfer Debit	\$ 22,500.00	01/29/09
FNV, LLC	01/30/09	Transfer Debit	\$ 2,500.00	01/30/09
FNV, LLC	02/05/09	Transfer Debit	\$ 25,000.00	02/05/09
FNV, LLC	02/12/09	Transfer Debit	\$ 21,000.00	02/12/09
FNV, LLC	02/19/09	Transfer Debit	\$ 48,000.00	02/19/09
FNV, LLC	02/24/09	Transfer Debit	\$ 3,000.00	02/24/09
FNV, LLC	02/26/09	Transfer Debit	\$ 33,000.00	02/26/09
FNV, LLC	03/04/09	Transfer Debit	\$ 32,000.00	03/05/09
FNV, LLC	04/30/09	Transfer Debit	\$ 2,000.00	04/30/09
			<u>\$ 1,147,228.04</u>	

Viashow, Inc.  
Transfers on Behalf of FNV<sup>1</sup>  
Exhibit D

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
4Wall Entertainment	06/20/08	6874	\$ 1,349.03	06/30/08
4Wall Entertainment	06/20/08	6875	\$ 12,962.33	06/24/08
4Wall Entertainment	06/20/08	6902	\$ 903.96	06/24/08
4Wall Entertainment	06/24/08	6913	\$ 3,802.50	06/27/08
4Wall Entertainment	06/25/08	6925	\$ 2,685.43	06/27/08
4Wall Entertainment	07/18/08	7116	\$ 1,945.35	07/24/08
4Wall Entertainment	07/25/08	7180	\$ 6,195.63	07/31/08
4Wall Entertainment	08/01/08	7256	\$ 4,008.95	08/07/08
4Wall Entertainment	08/15/08	7378	\$ 3,984.92	08/21/08
4Wall Entertainment	08/21/08	7432	\$ 3,893.37	08/27/08
4Wall Entertainment	08/25/08	7603	\$ 8,732.97	09/18/08
4Wall Entertainment	08/29/08	7493	\$ 9,721.27	09/04/08
4Wall Entertainment	09/09/08	7579	\$ 2,973.72	09/15/08
4Wall Entertainment	09/19/08	7667	\$ 14,789.61	10/06/08
4Wall Entertainment	10/03/08	7786	\$ 5,886.39	10/09/08
4Wall Entertainment	10/10/08	7834	\$ 3,751.43	10/17/08
4Wall Entertainment	10/20/08	7922	\$ 2,879.08	10/23/08
4Wall Entertainment	10/24/08	7946	\$ 2,023.55	10/30/08
4Wall Entertainment	12/31/08	8337	\$ 1,999.25	01/07/09
<b>4Wall Entertainment Total</b>			<u>\$ 94,488.74</u>	
A&D Scenery, Inc.	09/22/08	7694	\$ 291.35	09/26/08
A&D Scenery, Inc.	08/14/08	7352	\$ 1,147.54	08/18/08
<b>A&amp;D Scenery, Inc. Total</b>			<u>\$ 1,438.89</u>	
AAT Studios	06/24/08	6915	\$ 1,100.00	06/26/08
<b>AAT Studios Total</b>			<u>\$ 1,100.00</u>	
Adamme Sosa	06/10/08	6801	\$ 2,000.00	07/09/08
Adamme Sosa	06/13/08	6838	\$ 5,000.00	06/16/08
Adamme Sosa	07/03/08	7001	\$ 1,500.00	07/09/08
Adamme Sosa	08/12/08	7342	\$ 800.00	08/18/08
Adamme Sosa	10/14/08	7874	\$ 398.46	10/16/08
<b>Adamme Sosa Total</b>			<u>\$ 9,698.46</u>	
Advanced Entertainment	06/20/08	6878	\$ 2,068.30	06/30/08
Advanced Entertainment	12/31/08	8355	\$ 141.51	01/07/09
<b>Advanced Entertainment Total</b>			<u>\$ 2,209.81</u>	
AFCO	08/18/08	7390	\$ 7,474.50	08/22/08
AFCO	09/05/08	7552	\$ 7,474.50	09/10/08
AFCO	09/12/08	7627	\$ 15,972.76	09/17/08
AFCO	10/03/08	7770	\$ 6,762.64	10/09/08
AFCO	10/03/08	7787	\$ 15,432.62	10/10/08
AFCO	11/07/08	8034	\$ 22,551.19	11/18/08
AFCO	12/05/08	8192	\$ 23,447.26	12/15/08
AFCO	01/09/09	8407	\$ 7,118.57	01/15/09
AFCO	01/15/09	8444	\$ 15,432.62	01/26/09
AFCO	02/06/09	8541	\$ 23,803.19	02/19/09

<sup>1</sup>Transfers made to third parties for the benefit of FNV, LLC in connection with Fuego Raw Talent production at the Sahara theater.

Viashow, Inc.  
Transfers on Behalf of FNV<sup>1</sup>  
Exhibit D

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
<b>AFCO Total</b>			<u>\$ 145,469.85</u>	
Affluent Development Group, Inc.	09/19/08	7668	\$ 1,500.00	09/24/08
<b>Affluent Development Group, Inc. Total</b>			<u>\$ 1,500.00</u>	
American Dream Advice LLC	06/05/08	6775	\$ 1,875.00	06/23/08
<b>American Dream Advice LLC Total</b>			<u>\$ 1,875.00</u>	
Anixter	08/29/08	7489	\$ 193.95	09/11/08
<b>Anixter Total</b>			<u>\$ 193.95</u>	
Atlas Sales & Rentals Inc	10/10/08	7838	\$ 457.94	10/15/08
<b>Atlas Sales &amp; Rentals Inc Total</b>			<u>\$ 457.94</u>	
Bergman, Walls & Associates, Ltd.	06/27/08	6942	\$ 5,000.00	07/10/08
<b>Bergman, Walls &amp; Associates, Ltd. Total</b>			<u>\$ 5,000.00</u>	
Bron Tapes of Nevada	07/24/08	7154	\$ 343.95	07/28/08
Bron Tapes of Nevada	08/20/08	7424	\$ 113.78	08/25/08
Bron Tapes of Nevada	09/02/08	7518	\$ 841.20	09/08/08
Bron Tapes of Nevada	09/26/08	7724	\$ 391.35	10/01/08
Bron Tapes of Nevada	09/29/08	7735	\$ 109.26	10/02/08
Bron Tapes of Nevada	11/19/08	8096	\$ 79.74	11/28/08
<b>Bron Tapes of Nevada Total</b>			<u>\$ 1,879.28</u>	
Buzztone.com Inc.	10/24/08	Wire	\$ 17,354.44	10/24/08
<b>Buzztone.com Inc. Total</b>			<u>\$ 17,354.44</u>	
Byron Cotton	06/25/08	6929	\$ 600.00	07/07/08
<b>Byron Cotton Total</b>			<u>\$ 600.00</u>	
CATE	07/22/08	7142	\$ 6,752.69	07/28/08
<b>CATE Total</b>			<u>\$ 6,752.69</u>	
C-Deck, Inc.	06/05/08	6755	\$ 20,930.25	06/10/08
<b>C-Deck, Inc. Total</b>			<u>\$ 20,930.25</u>	
Christopher International, Inc.	06/06/08	Wire	\$ 7,139.95	06/06/08
<b>Christopher International, Inc. Total</b>			<u>\$ 7,139.95</u>	
Clark County Building Dept.	11/19/08	8099	\$ 300.00	11/24/08
Clark County Building Dept.	11/19/08	8100	\$ 400.00	11/24/08
<b>Clark County Building Dept. Total</b>			<u>\$ 700.00</u>	
Clear Channel	07/10/08	7046	\$ 4,000.00	07/29/08
Clear Channel	07/25/08	7183	\$ 16,650.00	08/01/08
Clear Channel	08/21/08	7434	\$ 16,650.00	09/08/08
Clear Channel	09/19/08	7671	\$ 16,650.00	09/29/08
Clear Channel	01/22/09	8488	\$ 9,000.00	02/02/09

<sup>1</sup>Transfers made to third parties for the benefit of FNV, LLC in connection with Fuego Raw Talent production at the Sahara theater.

Viashow, Inc.  
Transfers on Behalf of FNV<sup>1</sup>  
Exhibit D

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
Clear Channel	01/31/09	8517	\$ 10,000.00	02/09/09
<b>Clear Channel Total</b>			<u>\$ 72,950.00</u>	
Cloud Carpets & Draperies	08/12/08	7343	\$ 786.00	08/15/08
Cloud Carpets & Draperies	09/22/08	7691	\$ 670.00	09/26/08
<b>Cloud Carpets &amp; Draperies Total</b>			<u>\$ 1,456.00</u>	
Conexion, Inc.	11/28/08	8156	\$ 836.97	12/04/08
<b>Conexion, Inc. Total</b>			<u>\$ 836.97</u>	
Creative Production and Design	11/10/08	8050	\$ 2,900.00	11/18/08
<b>Creative Production and Design Total</b>			<u>\$ 2,900.00</u>	
Curtis Steel	07/10/08	7040	\$ 202.03	07/14/08
<b>Curtis Steel Total</b>			<u>\$ 202.03</u>	
De Los Reyes, Daniel	12/01/08	8171	\$ 5,000.00	12/24/08
<b>De Los Reyes, Daniel Total</b>			<u>\$ 5,000.00</u>	
Desert Specialty Rigging	09/29/08	7730	\$ 339.41	09/30/08
<b>Desert Specialty Rigging Total</b>			<u>\$ 339.41</u>	
Digital Insight Recording Studios, Inc.	06/05/08	6758	\$ 4,400.00	06/17/08
Digital Insight Recording Studios, Inc.	06/13/08	6848	\$ 4,400.00	06/17/08
Digital Insight Recording Studios, Inc.	06/20/08	6905	\$ 2,300.00	06/25/08
Digital Insight Recording Studios, Inc.	12/30/08	8323	\$ 1,235.00	01/02/09
<b>Digital Insight Recording Studios, Inc. Total</b>			<u>\$ 12,335.00</u>	
Drum Workshop	10/10/08	7863	\$ 10,733.12	10/20/08
<b>Drum Workshop Total</b>			<u>\$ 10,733.12</u>	
DrumJungle, Inc	09/29/08	7727	\$ 10,000.00	10/09/08
DrumJungle, Inc	12/22/08	8300	\$ 1,892.00	01/08/09
DrumJungle, Inc	12/24/08	8312	\$ 1,456.01	01/08/09
DrumJungle, Inc	01/30/09	8506	\$ 265.00	02/26/09
DrumJungle, Inc	02/06/09	8551	\$ 10,200.00	03/02/09
<b>DrumJungle, Inc Total</b>			<u>\$ 23,813.01</u>	
Eddy Garcia	08/22/08	7458	\$ 300.00	08/27/08
<b>Eddy Garcia Total</b>			<u>\$ 300.00</u>	
eDoc Publish Inc.	07/10/08	Wire	\$ 8,885.84	07/10/08
eDoc Publish Inc.	08/04/08	Wire	\$ 1,115.00	08/04/08
<b>eDoc Publish Inc. Total</b>			<u>\$ 10,000.84</u>	
Element Labs	06/23/08	6911	\$ 8,129.60	07/01/09
<b>Element Labs Total</b>			<u>\$ 8,129.60</u>	
Environmental Ink	10/17/08	7899	\$ 1,195.00	10/21/08

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Payee	Payment Date	Payment Number	Payment Amount	Clear Date
<b>Environmental Ink Total</b>			<u>\$ 1,195.00</u>	
FBP Group, LLC	06/20/08	6884	\$ 11,283.49	06/23/08
<b>FBP Group, LLC Total</b>			<u>\$ 11,283.49</u>	
Ferguson, Chris	10/03/08	7805	\$ 1,500.00	10/15/08
<b>Ferguson, Chris Total</b>			<u>\$ 1,500.00</u>	
Fleming Creative Concepts	06/12/08	6809	\$ 5,000.00	06/26/08
Fleming Creative Concepts	06/13/08	6821	\$ 5,000.00	07/09/08
Fleming Creative Concepts	07/18/08	7157	\$ 1,300.21	07/29/08
Fleming Creative Concepts	07/24/08	7158	\$ 5,000.00	07/29/08
Fleming Creative Concepts	09/05/08	7559	\$ 1,234.65	10/01/08
<b>Fleming Creative Concepts Total</b>			<u>\$ 17,534.86</u>	
Fournier, Ginger	07/29/08	7217	\$ 1,624.10	08/05/08
<b>Fournier, Ginger Total</b>			<u>\$ 1,624.10</u>	
Fragoso Inc	09/08/08	7560	\$ 3,095.75	09/10/08
<b>Fragoso Inc Total</b>			<u>\$ 3,095.75</u>	
Gold Mind Entertainment LLC	07/31/08	7238	\$ 750.00	08/06/08
<b>Gold Mind Entertainment LLC Total</b>			<u>\$ 750.00</u>	
Gomez Serrano, Osvaldo	06/13/08	Wire	\$ 1,000.00	06/13/08
<b>Gomez Serrano, Osvaldo Total</b>			<u>\$ 1,000.00</u>	
GS1 US	10/10/08	7831	\$ 625.00	10/20/08
<b>GS1 US Total</b>			<u>\$ 625.00</u>	
Hammer Display Company	06/05/08	6780	\$ 4,223.80	06/09/08
Hammer Display Company	06/05/08	6887	\$ 4,223.80	06/26/08
Hammer Display Company	06/20/08	6903	\$ 7,219.25	06/26/08
Hammer Display Company	07/25/08	7191	\$ 7,219.25	07/30/08
Hammer Display Company	08/14/08	7351	\$ 7,756.08	08/18/08
<b>Hammer Display Company Total</b>			<u>\$ 30,642.18</u>	
Harlequin	06/13/08	Wire	\$ 8,018.75	06/13/08
Harlequin	06/19/08	Wire	\$ 4,150.50	06/19/08
<b>Harlequin Total</b>			<u>\$ 12,169.25</u>	
Have, Inc	06/19/08	6870	\$ 19,610.55	06/23/08
Have, Inc	07/11/08	7068	\$ 145.04	07/17/08
<b>Have, Inc Total</b>			<u>\$ 19,755.59</u>	
IIA Photography	07/31/08	7235	\$ 1,500.00	08/01/08
<b>IIA Photography Total</b>			<u>\$ 1,500.00</u>	
JR Lighting Inc	07/18/08	7124	\$ 1,150.00	08/01/08

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<b>JR Lighting Inc Total</b>			<u>\$ 1,150.00</u>	
Just For Show	07/09/08	7041	<u>\$ 2,507.00</u>	07/14/08
<b>Just For Show Total</b>			<u>\$ 2,507.00</u>	
Kelly Bowen	06/25/08	6930	<u>\$ 2,000.00</u>	07/02/08
<b>Kelly Bowen Total</b>			<u>\$ 2,000.00</u>	
Kemp Broadcasting	11/28/08	8159	<u>\$ 5,000.00</u>	12/02/08
<b>Kemp Broadcasting Total</b>			<u>\$ 5,000.00</u>	
KMC Productions, Inc.	06/25/08	6931	<u>\$ 500.00</u>	07/02/08
<b>KMC Productions, Inc. Total</b>			<u>\$ 500.00</u>	
Koenig, Rebecca	06/25/08	6932	<u>\$ 700.00</u>	07/07/08
<b>Koenig, Rebecca Total</b>			<u>\$ 700.00</u>	
Makingvideo.com	10/28/08	7986	<u>\$ 360.00</u>	11/03/08
<b>Makingvideo.com Total</b>			<u>\$ 360.00</u>	
Manpower Temporary Services	02/06/09	8558	<u>\$ 490.05</u>	02/12/09
<b>Manpower Temporary Services Total</b>			<u>\$ 490.05</u>	
Marsh USA	07/16/08	7104	\$ 7,118.57	07/22/08
Marsh USA	09/04/08	7533	\$ 30,865.24	09/09/08
Marsh USA	12/31/08	8327	<u>\$ 4,144.00</u>	01/05/09
<b>Marsh USA Total</b>			<u>\$ 42,127.81</u>	
Maverick Entertainment LLC	06/13/08	6842	\$ 6,000.00	06/19/08
Maverick Entertainment LLC	06/13/08	6843	\$ 70,000.00	06/19/08
Maverick Entertainment LLC	06/13/08	6844	\$ 50,000.00	06/19/08
Maverick Entertainment LLC	06/13/08	6845	\$ 30,000.00	06/16/08
Maverick Entertainment LLC	06/17/08	6861	\$ 17,500.00	06/24/08
Maverick Entertainment LLC	06/26/08	6939	\$ 17,500.00	07/01/08
Maverick Entertainment LLC	07/02/08	6995	\$ 17,500.00	07/09/08
Maverick Entertainment LLC	07/10/08	7042	\$ 70,000.00	07/15/08
Maverick Entertainment LLC	08/08/08	7319	\$ 70,000.00	08/13/08
Maverick Entertainment LLC	08/25/08	7621	\$ 17,500.00	09/19/08
Maverick Entertainment LLC	09/05/08	7570	\$ 17,500.00	09/10/08
Maverick Entertainment LLC	09/19/08	7676	\$ 17,500.00	09/29/08
Maverick Entertainment LLC	09/26/08	7712	\$ 17,500.00	10/03/08
Maverick Entertainment LLC	10/03/08	7798	\$ 17,500.00	10/14/08
Maverick Entertainment LLC	10/10/08	7856	\$ 17,500.00	10/16/08
Maverick Entertainment LLC	10/20/08	7919	\$ 17,500.00	10/24/08
Maverick Entertainment LLC	10/24/08	7966	\$ 17,500.00	11/03/08
Maverick Entertainment LLC	10/31/08	7997	\$ 17,500.00	11/14/08
Maverick Entertainment LLC	11/18/08	8092	\$ 17,500.00	11/25/08
Maverick Entertainment LLC	11/24/08	8136	\$ 17,500.00	12/03/08
Maverick Entertainment LLC	12/01/08	8179	\$ 8,750.00	12/08/08

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Maverick Entertainment LLC	12/01/08	8180	\$ 8,750.00	12/08/08
Maverick Entertainment LLC	01/05/09	8396	\$ 8,750.00	01/12/09
<b>Maverick Entertainment LLC Total</b>			<u>\$ 567,250.00</u>	
Mercury L.D.O.	10/17/08	7901	\$ 3,071.41	10/27/08
Mercury L.D.O.	11/14/08	8075	\$ 177.60	11/20/08
<b>Mercury L.D.O. Total</b>			<u>\$ 3,249.01</u>	
Nedco	07/23/08	7149	\$ 293.38	07/25/08
<b>Nedco Total</b>			<u>\$ 293.38</u>	
Nevada Department of Taxation	08/18/08	7408	\$ 100.00	08/25/08
<b>Nevada Department of Taxation Total</b>			<u>\$ 100.00</u>	
Noble Consulting Services, LLC.	06/18/08	6863	\$ 2,500.00	06/20/08
<b>Noble Consulting Services, LLC. Total</b>			<u>\$ 2,500.00</u>	
Norterra Technologies, Inc.	10/17/08	7902	\$ 1,942.50	11/03/08
<b>Norterra Technologies, Inc. Total</b>			<u>\$ 1,942.50</u>	
Palmer Printing	07/10/08	7044	\$ 8,518.50	07/16/08
Palmer Printing	09/12/08	7629	\$ 14,766.50	09/18/08
<b>Palmer Printing Total</b>			<u>\$ 23,285.00</u>	
Patrick's Signs	10/01/08	7746	\$ 1,982.60	10/03/08
Patrick's Signs	10/01/08	7755	\$ 280.15	10/03/08
Patrick's Signs	11/07/08	8043	\$ 452.55	11/17/08
Patrick's Signs	11/19/08	8098	\$ 226.28	11/24/08
Patrick's Signs	12/30/08	8322	\$ 462.13	01/05/09
<b>Patrick's Signs Total</b>			<u>\$ 3,403.71</u>	
Preferred Public Relations & Marketing	06/06/08	6791	\$ 5,500.00	06/17/08
Preferred Public Relations & Marketing	07/11/08	7073	\$ 8,600.00	07/18/08
Preferred Public Relations & Marketing	08/18/08	7395	\$ 9,470.00	08/22/08
Preferred Public Relations & Marketing	09/05/08	7564	\$ 7,907.25	09/12/08
Preferred Public Relations & Marketing	09/26/08	7873	\$ 6,303.21	10/16/08
Preferred Public Relations & Marketing	11/28/08	8161	\$ 4,428.80	12/05/08
Preferred Public Relations & Marketing	12/19/08	8287	\$ 3,682.67	12/26/08
Preferred Public Relations & Marketing	12/31/08	8347	\$ 3,100.00	01/08/09
<b>Preferred Public Relations &amp; Marketing Total</b>			<u>\$ 48,991.93</u>	
PRG Lighting Las Vegas	06/20/08	6904	\$ 840.50	07/02/09
PRG Lighting Las Vegas	07/08/08	7035	\$ 1,196.03	07/11/08
<b>PRG Lighting Las Vegas Total</b>			<u>\$ 2,036.53</u>	
R&R Design Group LLC	10/10/08	7849	\$ 3,975.00	10/20/08
<b>R&amp;R Design Group LLC Total</b>			<u>\$ 3,975.00</u>	
Rachelle Fournier	07/15/08	7091	\$ 753.76	07/21/08

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Rachelle Fournier	08/13/08	7347	\$ 1,616.09	08/18/08
<b>Rachelle Fournier Total</b>			<u>\$ 2,369.85</u>	
Richard Briglia	06/25/08	6933	\$ 900.00	07/07/08
<b>Richard Briglia Total</b>			<u>\$ 900.00</u>	
Ritch Capriotti	08/13/08	7348	\$ 250.00	09/05/08
<b>Ritch Capriotti Total</b>			<u>\$ 250.00</u>	
Robert Starling	12/17/08	8261	\$ 1,150.00	12/19/08
<b>Robert Starling Total</b>			<u>\$ 1,150.00</u>	
S.P.L.D. Inc.	07/03/08	7027	\$ 1,800.00	07/10/08
S.P.L.D. Inc.	07/15/08	7095	\$ 2,400.00	07/29/08
<b>S.P.L.D. Inc. Total</b>			<u>\$ 4,200.00</u>	
Sam's Club	10/22/08	7924	\$ 209.57	10/27/08
Sam's Club	11/04/08	8027	\$ 201.05	11/10/08
Sam's Club	11/26/08	8144	\$ 204.88	12/02/08
Sam's Club	12/23/08	8309	\$ 126.08	12/30/08
<b>Sam's Club Total</b>			<u>\$ 741.58</u>	
Santos, Carlos	09/04/08	7545	\$ 2,100.00	09/12/08
Santos, Carlos	06/01/08	6785	\$ 2,822.00	06/20/08
Santos, Carlos	06/13/08	6815	\$ 2,500.00	06/20/08
Santos, Carlos	06/20/08	6881	\$ 4,500.00	07/02/08
Santos, Carlos	06/27/08	6956	\$ 1,975.09	07/09/08
Santos, Carlos	08/01/08	7257	\$ 4,000.00	08/06/08
Santos, Carlos	08/08/08	7321	\$ 3,500.00	08/13/08
Santos, Carlos	08/18/08	7386	\$ 3,200.00	08/26/08
Santos, Carlos	08/20/08	7425	\$ 2,100.00	08/26/08
Santos, Carlos	08/29/08	7497	\$ 2,100.00	09/03/08
Santos, Carlos	09/12/08	7598	\$ 1,800.00	09/17/08
Santos, Carlos	09/19/08	7665	\$ 2,100.00	09/23/08
Santos, Carlos	09/29/08	7736	\$ 2,100.00	10/06/08
Santos, Carlos	10/03/08	7775	\$ 2,100.00	10/06/08
Santos, Carlos	10/07/08	7815	\$ 2,400.00	10/14/08
Santos, Carlos	10/24/08	7943	\$ 7,063.35	11/03/08
<b>Santos, Carlos Total</b>			<u>\$ 46,360.44</u>	
SGPS Inc.	09/05/08	7577	\$ 35,350.00	09/10/08
SGPS Inc.	09/15/08	7631	\$ 28,200.00	09/29/08
SGPS Inc.	12/05/08	8204	\$ 20,000.00	12/12/08
<b>SGPS Inc. Total</b>			<u>\$ 83,550.00</u>	
Showtickets4locals.com	12/09/08	8215	\$ 500.00	01/07/09
<b>Showtickets4locals.com Total</b>			<u>\$ 500.00</u>	
Silverstate Wire Rope	08/29/08	7492	\$ 1,287.18	09/30/08

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Payee	Payment Date	Payment Number	Payment Amount	Clear Date
<b>Silverstate Wire Rope Total</b>			<u>\$ 1,287.18</u>	
Soelco, Inc.	06/18/08	6866	<u>\$ 1,167.48</u>	06/23/08
<b>Soelco, Inc. Total</b>			<u>\$ 1,167.48</u>	
Solaris	06/13/08	Wire	<u>\$ 28,543.07</u>	06/13/08
<b>Solaris Total</b>			<u>\$ 28,543.07</u>	
SPLD, Inc.	06/20/08	6894	<u>\$ 900.00</u>	06/26/08
<b>SPLD, Inc. Total</b>			<u>\$ 900.00</u>	
Stage Outlet	06/19/08	Wire	<u>\$ 2,675.00</u>	06/19/08
<b>Stage Outlet Total</b>			<u>\$ 2,675.00</u>	
Standard Drywall	01/06/09	Wire	<u>\$ 110,405.44</u>	01/06/09
<b>Standard Drywall Total</b>			<u>\$ 110,405.44</u>	
Stark Naked Productions, Inc.	12/05/08	8207	<u>\$ 350.00</u>	12/15/08
<b>Stark Naked Productions, Inc. Total</b>			<u>\$ 350.00</u>	
Stockbridge/SBE Holdings LLC	07/14/08	7085	\$ 50,421.11	07/18/08
Stockbridge/SBE Holdings LLC	07/17/08	7141	\$ 23,347.57	07/30/08
Stockbridge/SBE Holdings LLC	07/21/08	7136	\$ 100,000.00	07/25/08
Stockbridge/SBE Holdings LLC	07/29/08	7209	\$ 20,886.98	08/04/08
Stockbridge/SBE Holdings LLC	08/07/08	7309	\$ 42,923.39	08/13/08
Stockbridge/SBE Holdings LLC	08/14/08	7353	\$ 12,000.00	08/18/08
Stockbridge/SBE Holdings LLC	08/15/08	7354	\$ 35,501.01	08/20/08
Stockbridge/SBE Holdings LLC	08/21/08	7440	\$ 33,306.10	08/27/08
Stockbridge/SBE Holdings LLC	08/29/08	7508	\$ 27,772.00	09/08/08
Stockbridge/SBE Holdings LLC	09/01/08	7517	\$ 47,658.41	09/10/08
Stockbridge/SBE Holdings LLC	09/05/08	7571	\$ 2,000.00	09/10/08
Stockbridge/SBE Holdings LLC	09/11/08	7636	\$ 35,000.00	09/19/08
Stockbridge/SBE Holdings LLC	09/17/08	7648	\$ 86,499.09	09/22/08
Stockbridge/SBE Holdings LLC	09/19/08	7679	\$ 63,955.31	09/29/08
Stockbridge/SBE Holdings LLC	09/26/08	7711	\$ 65,515.42	10/02/08
Stockbridge/SBE Holdings LLC	10/01/08	7804	\$ 4,000.00	10/10/08
Stockbridge/SBE Holdings LLC	10/03/08	7799	\$ 67,864.04	10/10/08
Stockbridge/SBE Holdings LLC	10/16/08	7857	\$ 50,000.00	10/17/08
Stockbridge/SBE Holdings LLC	10/16/08	7884	\$ 22,694.39	10/27/08
Stockbridge/SBE Holdings LLC	10/20/08	7920	\$ 80,443.21	10/27/08
Stockbridge/SBE Holdings LLC	10/24/08	7967	\$ 40,913.14	10/31/08
Stockbridge/SBE Holdings LLC	10/31/08	8009	\$ 4,000.00	11/10/08
Stockbridge/SBE Holdings LLC	10/31/08	8010	\$ 25,687.53	11/10/08
Stockbridge/SBE Holdings LLC	11/07/08	8045	\$ 18,138.69	11/17/08
Stockbridge/SBE Holdings LLC	11/12/08	8054	\$ 5,863.06	11/20/08
Stockbridge/SBE Holdings LLC	11/14/08	8080	\$ 36,758.82	11/24/08
Stockbridge/SBE Holdings LLC	11/24/08	8137	\$ 36,051.99	12/02/08
Stockbridge/SBE Holdings LLC	11/28/08	8169	\$ 4,000.00	12/05/08
Stockbridge/SBE Holdings LLC	12/09/08	8216	\$ 37,060.81	12/15/08

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Stockbridge/SBE Holdings LLC	12/30/08	8324	\$ 67,359.22	01/05/09
Stockbridge/SBE Holdings LLC	12/31/08	8361	\$ 99,172.40	01/07/09
Stockbridge/SBE Holdings LLC	01/06/09	8389	\$ 35,660.44	01/09/09
Stockbridge/SBE Holdings LLC	01/06/09	8390	\$ 3,265.79	01/12/09
<b>Stockbridge/SBE Holdings LLC Total</b>			<u>\$ 1,285,719.92</u>	
Stonewall Publishing	09/18/08	7654	\$ 3,726.00	09/23/08
Stonewall Publishing	12/11/08	8221	\$ 3,726.10	12/17/08
<b>Stonewall Publishing Total</b>			<u>\$ 7,452.10</u>	
Syntonic Design Group LLC	07/10/08	7043	\$ 23,600.00	07/15/08
Syntonic Design Group LLC	08/15/08	7370	\$ 5,900.00	08/22/08
Syntonic Design Group LLC	09/08/08	7566	\$ 5,900.00	09/10/08
Syntonic Design Group LLC	09/08/08	7588	\$ 5,900.00	09/16/08
Syntonic Design Group LLC	09/08/08	7589	\$ 5,900.00	09/16/08
Syntonic Design Group LLC	09/19/08	7680	\$ 5,900.00	09/24/08
Syntonic Design Group LLC	10/03/08	7788	\$ 5,900.00	10/10/08
Syntonic Design Group LLC	10/08/08	7825	\$ 5,900.00	10/15/08
Syntonic Design Group LLC	10/17/08	7912	\$ 5,900.00	10/24/08
Syntonic Design Group LLC	10/24/08	7957	\$ 5,900.00	10/31/08
Syntonic Design Group LLC	10/31/08	8002	\$ 5,900.00	11/07/08
Syntonic Design Group LLC	11/01/08	8019	\$ 15,355.95	11/14/08
Syntonic Design Group LLC	11/07/08	8046	\$ 5,900.00	11/14/08
Syntonic Design Group LLC	11/14/08	8081	\$ 5,900.00	11/19/08
Syntonic Design Group LLC	11/21/08	8125	\$ 5,900.00	11/26/08
Syntonic Design Group LLC	11/28/08	8162	\$ 5,900.00	12/05/08
Syntonic Design Group LLC	12/05/08	8208	\$ 5,900.00	12/10/08
Syntonic Design Group LLC	12/19/08	8291	\$ 5,900.00	12/29/08
Syntonic Design Group LLC	12/29/08	8317	\$ 5,900.00	01/05/09
Syntonic Design Group LLC	12/31/08	8350	\$ 5,900.00	01/06/09
<b>Syntonic Design Group LLC Total</b>			<u>\$ 145,155.95</u>	
The Motion Company	07/25/08	7193	\$ 2,448.00	07/28/08
The Motion Company	09/11/08	7590	\$ 18,275.00	09/12/08
The Motion Company	09/11/08	7592	\$ 7,630.00	09/12/08
The Motion Company	09/29/08	7731	\$ 5,046.00	10/02/08
The Motion Company	09/29/08	7732	\$ 7,630.00	10/02/08
The Motion Company	10/09/08	7866	\$ 5,046.00	10/16/08
The Motion Company	10/10/08	7864	\$ 7,800.00	10/16/08
<b>The Motion Company Total</b>			<u>\$ 53,875.00</u>	
Tim Nelson, P.E.	06/19/08	6873	\$ 3,500.00	06/20/08
Tim Nelson, P.E.	06/27/08	6974	\$ 1,750.00	06/27/08
Tim Nelson, P.E.	10/07/08	7812	\$ 1,100.00	10/07/08
<b>Tim Nelson, P.E. Total</b>			<u>\$ 6,350.00</u>	
Timothy Baggett	06/25/08	6934	\$ 500.00	07/07/08
<b>Timothy Baggett Total</b>			<u>\$ 500.00</u>	

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Travelocity On Location	12/31/08	8352	\$ 2,000.00	01/14/09
<b>Travelocity On Location Total</b>			<u>\$ 2,000.00</u>	
Universal Color Graphics	09/19/08	7878	\$ 1,132.45	10/21/08
Universal Color Graphics	10/13/08	7870	\$ 269.38	10/15/08
Universal Color Graphics	10/17/08	7892	\$ 1,843.60	10/21/08
Universal Color Graphics	11/14/08	8082	\$ 3,502.97	11/18/08
Universal Color Graphics	11/21/08	8104	\$ 1,266.07	11/24/08
Universal Color Graphics	12/05/08	8206	\$ 269.38	12/10/08
Universal Color Graphics	12/12/08	8247	\$ 859.85	12/17/08
Universal Color Graphics	12/12/08	8254	\$ 612.03	12/17/08
<b>Universal Color Graphics Total</b>			<u>\$ 9,755.73</u>	
Universal Mastering Studios	07/25/08	7194	\$ 4,000.00	08/11/08
Universal Mastering Studios	08/20/08	7430	\$ 499.00	09/04/08
<b>Universal Mastering Studios Total</b>			<u>\$ 4,499.00</u>	
Vanishing Point Design, LLC	07/11/08	7079	\$ 1,237.50	07/22/08
<b>Vanishing Point Design, LLC Total</b>			<u>\$ 1,237.50</u>	
Vegas Electric	08/28/08	7476	\$ 489.02	09/08/08
<b>Vegas Electric Total</b>			<u>\$ 489.02</u>	
Vegas Rigg LLC	07/25/08	7188	\$ 8,695.00	08/01/08
<b>Vegas Rigg LLC Total</b>			<u>\$ 8,695.00</u>	
What's On	09/19/08	7683	\$ 3,389.00	09/23/08
What's On	10/10/08	7854	\$ 3,389.00	10/16/08
What's On	10/17/08	7909	\$ 3,389.00	10/22/08
What's On	10/31/08	8003	\$ 6,778.00	11/05/08
What's On	11/28/08	8165	\$ 3,389.00	12/22/08
What's On	12/17/08	8264	\$ 6,778.00	12/22/08
<b>What's On Total</b>			<u>\$ 27,112.00</u>	
<b>Grand Total</b>			<u><u>\$ 3,120,513.63</u></u>	

<sup>1</sup>Transfers made to third parties for the benefit of FNV, LLC in connection with Fuego Raw Talent production at the Sahara theater.

Viashow, Inc.  
PG Transfers  
Exhibit E

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
PG LLC	06/09/08	Tranfser Debit	\$ 5,500.00	06/09/08
PG LLC	07/23/08	Tranfser Debit	\$ 5,500.00	07/22/08
PG LLC	08/14/08	Tranfser Debit	\$ 3,500.00	08/14/08
PG LLC	08/25/08	Tranfser Debit	\$ 2,000.00	08/25/08
PG LLC	09/15/08	Tranfser Debit	\$ 2,500.00	09/15/08
PG LLC	10/06/08	Tranfser Debit	\$ 3,500.00	10/06/08
PG LLC	10/07/08	Tranfser Debit	\$ 3,000.00	10/07/08
PG LLC	10/27/08	Tranfser Debit	\$ 2,000.00	10/27/08
PG LLC	11/12/08	Tranfser Debit	\$ 3,000.00	11/12/08
PG LLC	12/04/08	Tranfser Debit	\$ 1,000.00	12/04/08
PG LLC	12/04/08	Tranfser Debit	\$ 2,000.00	12/04/08
PG LLC	01/08/09	Tranfser Debit	\$ 2,000.00	01/08/09
PG LLC	02/02/09	Tranfser Debit	\$ 1,000.00	02/02/09
PG LLC	02/13/09	Tranfser Debit	\$ 1,500.00	02/13/09
PG LLC	03/03/09	Tranfser Debit	\$ 1,000.00	03/03/09
PG LLC	03/10/09	Tranfser Debit	\$ 2,000.00	03/10/09
PG LLC	04/13/09	Tranfser Debit	\$ 2,000.00	04/13/09
PG LLC	04/27/09	Tranfser Debit	\$ 2,000.00	04/27/09
PG LLC	05/18/09	Tranfser Debit	\$ 2,000.00	05/18/09
			<u>\$ 47,000.00</u>	

Viashow, Inc.  
 Transfers on Behalf of PG  
 Exhibit F

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
Chubb Group of Insurance Companies	11/19/08	8097	\$ 1,238.30	11/24/08
<b>Chubb Group of Insurance Companies Total</b>			<u>\$ 1,238.30</u>	
Clark County Treasurer	09/18/08	7653	\$ 6,435.30	09/22/08
Clark County Treasurer	12/31/08	8358	\$ 3,154.57	01/12/09
<b>Clark County Treasurer Total</b>			<u>\$ 9,589.87</u>	
Eddy Garcia	09/12/08	7602	\$ 475.00	09/17/08
<b>Eddy Garcia Total</b>			<u>\$ 475.00</u>	
Glen Askin	09/15/08	7638	\$ 850.00	09/17/08
<b>Glen Askin Total</b>			<u>\$ 850.00</u>	
Spanish Trail Golf & Country Club	01/13/09	8442	\$ 2,036.00	01/16/09
Spanish Trail Golf & Country Club	04/24/09	8820	\$ 1,023.18	04/29/09
<b>Spanish Trail Golf &amp; Country Club Total</b>			<u>\$ 3,059.18</u>	
Vallejo Lawn Service	10/10/08	7852	\$ 600.00	10/20/08
Vallejo Lawn Service	11/28/08	8163	\$ 850.00	12/09/08
Vallejo Lawn Service	01/05/09	8458	\$ 600.00	01/23/08
Vallejo Lawn Service	02/06/09	8569	\$ 850.00	02/17/09
Vallejo Lawn Service	04/24/09	8816	\$ 600.00	05/04/09
<b>Vallejo Lawn Service Total</b>			<u>\$ 3,500.00</u>	
<b>Grand Total</b>			<u><u>\$ 18,712.35</u></u>	

Viashow, Inc.  
Angel's Transfers  
Exhibit G

Payee	Payment Date	Payment Number	Payment Amount	Clear Date
Angel's Warriors Foundation	06/02/08	6741	\$ 2,000.00	06/03/08
Angel's Warriors Foundation	06/18/08	6865	\$ 1,000.00	06/18/08
Angel's Warriors Foundation	06/30/08	6984	\$ 2,000.00	07/02/08
Angel's Warriors Foundation	07/11/08	7058	\$ 10,000.00	07/14/08
Angel's Warriors Foundation	08/04/08	7281	\$ 2,000.00	08/05/08
Angel's Warriors Foundation	09/05/08	7578	\$ 1,000.00	09/09/08
Angel's Warriors Foundation	10/03/08	7789	\$ 1,500.00	10/03/08
Angel's Warriors Foundation	10/31/08	8012	\$ 1,000.00	11/03/08
Angel's Warriors Foundation	11/28/08	8168	\$ 1,000.00	12/01/08
Angel's Warriors Foundation	02/05/09	8537	\$ 1,000.00	02/10/08
			<u>\$ 22,500.00</u>	