

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA	*	CRIMINAL NO. 18-189
	*	
v.	*	SECTION: J
	*	
DENIS JOACHIM	*	
DONNA KENNEDY JOACHIM	*	
THE TOTAL FINANCIAL GROUP, INC.	*	
	*	
	*	
	*	

FACTUAL BASIS

The defendants, DENIS JOACHIM (“DENIS”), DONNA KENNEDY JOACHIM (“DONNA”), and THE TOTAL FINANCIAL GROUP, INC. (“TTFG”) (collectively, “DEFENDANTS”), have agreed to plead guilty as charged to the Superseding Indictment now pending against them, charging DENIS JOACHIM with conspiracy to commit money laundering, in violation of Title 18, United States Code, Section 1956(h) (Count 26), DONNA KENNEDY JOACHIM with conspiracy to defraud the IRS, in violation of Title 18, United States Code, Section 371 (Count 1), and THE TOTAL FINANCIAL GROUP, INC. with conspiracy to make false statements and representations in connection with a Multiple Employer Welfare Arrangement, in violation of Title 18, United States Code, Section 371 and Title 29, United States Code, Sections 1131(b) and 1149 (Count 1), and making false statements and representations in connection with a Multiple Employer Welfare Arrangement, in violation of Title 29, United States Code, Sections 1131(b) and 1149 (Counts 14-18). The Government and the DEFENDANTS do

AUSA JG
Defendant JG
Defense Counsel JG

hereby stipulate and agree that the following facts set forth a sufficient factual basis for the crimes to which the **DEFENDANTS** are pleading guilty. The Government and the **DEFENDANTS** further stipulate that the Government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the Superseding Indictment now pending against the **DEFENDANTS**.

Background

TTFG

The Government would show that **TTFG** was a Louisiana business incorporated with the Louisiana Secretary of State on about January 6, 2005. **TTFG**'s headquarters was located at various addresses within the Eastern District of Louisiana, and most recently, 406 N. Florida Street, Covington, Louisiana. **DENIS**, a resident of the Eastern District of Louisiana, incorporated, owned, operated, managed, and served as the Chief Executive Officer ("CEO") of **TTFG**. **DONNA**, a resident of the Eastern District of Louisiana, owned and served as the Chief Operating Officer of **TTFG**. **TTFG** had approximately thirteen (13) employees and at least fifty-six (56) independent contractors who acted as sales agents for **TTFG**.

The Government would further establish that from about 2012 through October 2014, **TTFG** maintained a business operating account at JPMorgan Chase Bank N.A., bearing account number XXXXX2170 ("Chase 2170"). In about August 2014, **TTFG** moved its operating account to Capital One Bank, N.A., into an account bearing number XXXXX9107 ("CapOne 9107"). From about October 2012 to about September 2014, **DENIS** and **DONNA** jointly controlled a personal checking account at Chase bearing account number XXXXX3090 ("Chase 3090"). Beginning in about August 2014, **DENIS** and **DONNA** jointly controlled a personal checking account at Capital One bearing account number XXXXX3973 ("CapOne 3973").

The Government would further establish that DENIS created a product called the “Classic 105 Program” (“Classic 105”). Classic 105 purported to be a Medical Reimbursement Account (“MRA”), which provided for the reimbursement of qualifying medical expenditures to participating employees (employee-participants) of qualifying medical expenses not paid for under the employer’s (employer-client’s) primary insurance plan. MRAs, including Classic 105, were governed by the Internal Revenue Service (“IRS”), an agency of the United States Department of Treasury that was responsible for administering the internal revenue laws of the United States.

The Government would further establish that Classic 105 was an arrangement that was established and maintained for the purpose of offering or providing medical benefits to the employees of two or more employers or to their beneficiaries and was a “multiple employer welfare arrangement” (MEWA), as that term is defined by Title 29, United States Code, Section 1002(40). Classic 105 MRA Plans which were established or maintained by employer-clients of TTFG for the benefit of their employees were employee benefit plans subject to the Employee Retirement Income Security Act (“ERISA”), enforced by the Department of Labor, Employment Benefit Security Administration (“EBSA”). As such, TTFG, DENIS and DONNA held positions in the administration of such plans. Classic 105 was also a health care benefit program as defined in Title 18, United States Code, Section 24. Additionally, the Internal Revenue Code, Title 26, United States Code, required employers to withhold Federal Insurance Contribution Act (FICA) taxes from employees’ gross pay. FICA taxes represented Social Security and Medicare taxes.

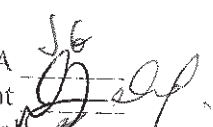
Classic 105: As Marketed

The Government would further establish, through the introduction of documentary evidence and eyewitness testimony, that DENIS, DONNA, and TTFG marketed Classic 105 to employer-clients as a combination of an MRA plan with employee-participant contributions offset

by a loan arrangement. TTFG contracted with regional sales agents to market Classic 105 to prospective employer-clients. TTFG's sales agents were required to undergo training developed largely by DENIS and to participate in regular calls with DENIS, TTFG's Executive National Marketing Director (Co-Conspirator 1), National Marketing Director (Co-Conspirator 2), and other TTFG employees. The trainings and calls focused on approved methods for marketing Classic 105 and frequently concerned matters related to federal tax laws. DENIS, Co-Conspirator 1, and Co-Conspirator 2 provided marketing materials to TTFG's sales agents and required sales agents to present the materials to prospective employer-clients unedited.

The Government would further establish that the Defendants marketed Classic 105 to prospective employer-clients as a supplemental group health benefit plan for their employees, which employer-clients could adopt for their employees. Employer-clients adopting Classic 105 were also required to offer a primary health insurance plan. Employee-participants participating in Classic 105 were also required to participate in their employer-client's primary health insurance plan unrelated to Classic 105.

The Government would further establish that Classic 105 provided for limited reimbursement of specific, restrictive expenses. For example, Classic 105 offered reimbursement for seventy-five percent (75%) of covered out-of-pocket expenses, and it explicitly excluded reimbursement for costs related to vision, dental, pharmacy, assistant surgeon, pre-existing pregnancy, and weight reduction surgeries. To receive reimbursement, an employee-participant was required to submit a claim within sixty days from the date the medical service was provided. Reimbursement was limited to the employee-participant's accrued account value at the time of the claim. An employee-participant's purported contribution amount expired at the end of each calendar year, and any unused balance did not roll over to the following year. Because of Classic

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105's restrictive terms for reimbursement, Classic 105 enjoyed a small reimbursement claims rate. DENIS represented that over eighty (80) percent of employee-participants never submitted a claim.

The Government would further establish that, according to TTFG'S marketing materials, participants contributed to Classic 105 based on their family composition. Participants in the individual plan purportedly contributed approximately \$1,000 per month to Classic 105. Participants in the family plan purportedly contributed approximately \$1,600 per month to Classic 105. TTFG claimed that contribution amounts would be held in trust in a contribution account TTFG set up for each individual participant and that when a participant made a claim for reimbursement, their reimbursement came from their personal contribution account. TTFG sent annual statements to employee-customers reflecting the amount they had purportedly contributed to their Classic 105 account and the amount they had sought and received as reimbursement for covered expenses.

The Government would further establish that, because the required employee contribution amount was so high, Classic 105 purported to arrange for a lender to loan employees money for these contributions. TTFG represented to prospective employer-clients that the loans would be either provided or facilitated by a third-party lender, most often Diamond Financial LLC (a/k/a Diamond, FLA, LLC) (Diamond FLA).¹ TTFG told prospective employer-clients that employee-participants would never have to make out-of-pocket payments to repay the loan. Instead, according to TTFG, an employee-participant's loans would be repaid by an insurance policy secured on the life of the employee-participant and payable to the lender at the time of the

¹ DONNA incorporated Diamond FLA in about September 2012. In about 2014 and 2015, DONNA filed and caused to be filed various paperwork with the Louisiana Secretary of State listing other people as being in charge of and owning Diamond FLA to make Diamond FLA appear unrelated to and unaffiliated with TTFG.

employee-participant's death (a/k/a credit life policies and death benefit policies). TTFG claimed that contribution amounts would be held in trust in a contribution account TTFG set up for each individual employee-participant and that when an employee-participant made a claim for reimbursement, the reimbursement came from their personal contribution account. **DEFENDANTS** told prospective customers that they would arrange for the lender to fund the customer's account, which was held at TTFG's home office, directly, to avoid having to endure the excess paperwork inherent in multiple transactions (*i.e.*, a contribution flowing from the employee to the employer to TTFG and a loan flowing from a lender to the employee).

The Government would further establish that, in addition to contribution amounts, TTFG also charged employee-participants a monthly administrative fee. TTFG charged each employee-participant a fee of approximately \$150 per month for individual coverage or approximately \$250 per month for family coverage. TTFG also charged employer-clients a monthly fee of approximately five percent (5%) of each employee-participant's purported contribution. TTFG and its employees and agents, acting at the direction of **DENIS** and **DONNA**, represented that contributions, fees, benefits received, and costs paid would be tax exempt (*i.e.*, calculated and made with pre-tax dollars), thereby reducing an employee-participant's taxable income.

The Government would further establish that each employer-client was responsible for withholding the fee amount from employee-participants' pay and for transmitting funds (*i.e.*, the employee-participants' administrative fees plus the fee paid by the employer-client), typically in the form of a monthly check mailed to TTFG's headquarters, within the Eastern District of Louisiana by means of United States mail or other commercial interstate carrier for the purpose of executing the scheme and artifice to defraud described above. TTFG's depositing of the checks reflecting the monthly fees paid for the participation of employee-participants and employer-

clients in Classic 105 caused wire communications to travel from the Eastern District of Louisiana to locations outside the State of Louisiana.

The Government would further establish that TTFG's marketing materials stated that there would be "no net cost" to employee-participants in Classic 105, that most employee-participants would "receive an increase in their net take home pay" because their reduced taxable wages would offset the amount of employee-participants' required administration fees, and that employer-clients benefitted financially from participating in Classic 105 because the employer would only pay a five percent (5%) fee to TTFG instead of the 7.65 percent fee it was required to pay to the IRS for their portion of FICA taxes.

The Government would further establish that DENIS solicited, and obtained, opinion documents purporting to discuss the legitimacy and legality of Classic 105 to use the documents as marketing materials. For example, in 2012, DENIS obtained an opinion letter from a law firm, which TTFG then circulated to prospective customers. In about 2016, DENIS and Co-Conspirator 3 obtained a second opinion letter from a different law firm that focused on the viability and legitimacy of the loan component of Classic 105. As DENIS well knew, however, the law firms relied on false characterizations of how Classic 105 actually operated provided to them by DENIS to generate the opinion letters. Additionally, in about 2015, DENIS and Co-Conspirator 3 commissioned Person A to draft a document entitled "White Paper on the Risks and Benefits to Banks of The Classic 105 Program" ("White Paper"), which contained numerous false representations and characterizations about Classic 105, for the purpose of convincing financial institutions to invest in TTFG. DENIS then used, and directed TTFG's sales agents to use, the opinion letters in marketing materials to make Classic 105 appear legitimate.

The Conspiracy to Defraud

The Government would establish, through the testimony of eyewitnesses and the introduction of documentary evidence and recorded telephone calls that, notwithstanding the representations made to prospective employer-clients and employee-participants described above about how Classic 105 operated, no individual, entity, or financial institution provided funding in the form of “loans” for Classic 105. Consequently, the loan component for employee-participants never occurred. Similarly, **TTFG** did not obtain or purchase any collateralizing insurance policies secured on the life of employee-participants. Further, no employee-participants actually contributed to Classic 105. The only money tendered to **TTFG** by employer-clients and employee-participants were fees. **DENIS, DONNA, TTFG**, and others affiliated with and employed by **TTFG** knew that not a single loan funded Classic 105, that **TTFG** procured no collateralizing life insurance policies related to Classic 105, and that participants made no actual contributions to Classic 105. As a result, employee-participants and employer-clients were defrauded into enrolling in, and paying fees for, the Classic 105 program by means of fraudulent pretenses, representations, and promises.

The Government would further establish that **TTFG** pooled all the money it collected from employee-participants and employer-clients—namely, the fees paid—into a single business operating account, first at Chase 2170, and then at CapOne 9107. **TTFG** paid the claims from the fees they collected and deposited into the single business operating account, first at Chase 2170, and then at CapOne 9107. The funds **DENIS, DONNA**, and **TTFG** collected from employer-clients and employee-participants were insufficient to reimburse the amount of benefits promised to employer-clients and employee-participants. **DEFENDANTS** returned small amounts of money in the form of claim reimbursements out of Chase 3090 and CapOne 3973 to some employee-

participants to encourage continued participation in Classic 105. They used the remainder of the proceeds to pay overhead and make significant personal payments to DENIS and DONNA.

The Government would further establish that, based on the false representations described above, over 350 employers and 4,400 employees (“participants”) nationwide were enrolled in TTFG’s Classic 105 program. In total, DENIS, DONNA, and TTFG collected approximately \$25,543,340.70 in fees from employer-clients and employee-participants. The transmission of these fees in interstate commerce constituted wire fraud, in violation of Title 18, United States Code, Section 1343.

The Government would further establish that the DEFENDANTS’ enrollment of employer-clients and employee-participants resulted in employer-clients significantly underreporting employee-participant wages and, therefore, underreporting and underpaying FICA taxes in an amount not less than \$23,343,442.70. Additionally, enrollment in Classic 105 resulted in employee-participants collectively underreporting and underpaying personal federal income taxes and federal unemployment taxes due to the IRS, as well as state unemployment taxes. This exposed participants and employers to adverse financial consequences, including not only unpaid taxes, fees, and penalties, but also ineligibility from certain government programs, including unemployment payments, and reduced Social Security payments.

False Statements and Representations in Connection with a Multiple Employer Welfare Arrangement

The Government would further establish, through the introduction of documentary evidence and testimony, that TTFG, knowing that no loans existed, no “contributions” ever occurred, and no credit life policies were ever obtained, made false statements, and caused false statements to be made by and through TTFG’s sales agents, to prospective and current employer-

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clients and employee-participants of Classic 105 concerning the financial condition, solvency, and benefits provided by Classic 105. Among the false statements made and caused to be made by TTFG and its owners, employees, and affiliates were the following:

Date	False Statement
12/17/14	TTFG employee falsely telling TTFG sales agent, in response to inquiry from prospective customer that scenario described in marketing materials “reflects all employees receiving a \$22,400 loan and deducting pre-tax \$15,000 flat for the 105 account,” and causing such statement and representation to be made to a prospective employer-client.
01/15/15	DENIS answering a question posed by a TTFG sales agent that originated with a Classic 105 employer-customer by stating that “The loans were provided through a private investor and at the end of the year those loans were purchased by [T]TTFG. [T]TTFG will carry those account receivables until the death of the employees. There is a death benefit in place that will cover the principle and interest (interest is figured from actuary tables on life expectancy). Let this be said in writing that the loan will not be called until the death of the employee,” and causing such statement and representation to be made to a prospective employer-client.
03/25/15	With DENIS’s approval, TTFG sales agent stating in an email sent to an attorney for a prospective employer-client, “the vehicle used to guarantee the loan varies with the different community banks that we deal with and the contract that we are under with them. The loan is paid in full plus interest at the time of death of the employee. It can be a credit life insurance policy or an annuity with a death benefit that can be used to guarantee the loan. At the end of every year, what ever [sic] funds are left in the reimbursement account are used to help pay down the principle of the loan which reduces the amount of a death benefit that is needed to be purchased to secure the loan[.]”
12/09/16	In response to inquire from prospective employer-client, DENIS telling TTFG sales agent to tell prospective employer-client that “[t]herefore when the individual leaves the program they already have all existing loans covered by the Captive Life Insurance,” and causing such statement and representation to be made to a prospective employer-client.
04/27/16	DENIS telling an employer-client, and causing such false statement and representation to be made to a State representative and agent, that “[t]he information below is provided to answer questions associated with the MO DOL inquiries. The loans are facilitated through Diamond FLA and are carried until the death of the client. The death benefit is through a TOLI (Trust Owned Life Insurance) held in Capital

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Date	False Statement
	One Bank. The contributions to the TOLI are made by TTFG while the client is current, as well as, after until [sic] the death of the client. The beneficiary is the holder of the loan at the time of death.”


Money Laundering Conspiracy

The Government would further establish that DENIS and others conspired and agreed to use the federally insured financial institutions identified above to conduct financial transactions involving criminally derived property, that is, the fees paid by employee-participants and employer-clients.² The transactions affected interstate and foreign commerce. Among the transactions conducted by DENIS or one of his co-conspirators were the following:

1. May 20, 2013: issuance of check number 129 drawn on Chase 3090, in the amount of \$10,000.00, payable to Bent Marine, for the purchase of a 2013 Chaparral boat, 26’ 4” in length bearing HIN: FGBH0184A313;
2. May 22, 2013: withdrawal of \$39,750.00 from Chase 3090 and purchase of Chase cashier’s check number 9451304271, in the amount of \$39,750.00, payable to Bent Marine, for the completion of the sale of a 2013 Chaparral boat, 26’ 4” in length bearing HIN: FGBH0184A313;
3. March 28, 2014: withdrawal of \$100,039.50 from Chase 2170 and purchase of Chase cashier’s check number 9141214782, in the amount of \$100,039.50, payable to Bayou Title, for the down payment for the real property located at 23185 Highway 1084, Covington, Louisiana 70435;
4. April 1, 2015: issuance of check number 2773 from CapOne 9107, in the amount of \$75,413.88, payable to Rainbow Luxury for the purchase of a 2014 Chevrolet Corvette bearing VIN: 1G1YM2D74E5129808;
5. April 16, 2015: withdrawal of \$120,648.33 from CapOne 9107 and purchase of Capital One cashier’s check number 9100821396, in the amount of \$120,648.33, payable to Bayou Title, Inc., for the purchase of the real property located at 14 Place Lafitte, Madisonville, Louisiana 70447;

² As referenced above, the payment of fees constituted the proceeds of a wire fraud scheme, in violation of Title 18, United States Code, Section 1343.

AUSA ¹⁶
 Defendant
 Defense Counsel



6. April 17, 2015: issuance of check number 2932 from CapOne 9107, in the amount of \$5,000.00, payable to Bayou Title, for the purchase of the real property located at 14 Place Lafitte, Madisonville, Louisiana 70447;
7. May 4, 2015: issuance of check number 12823 from CapOne 3973, in the amount of \$2,000.00, payable to Latter Blum, for the down payment for the real property located at 41 Rue Du Sud, Madisonville, Louisiana 70447;
8. June 1, 2015, withdrawal of \$40,000.00 from CapOne 3973 and \$53,000.00 from Cap One 9107 and purchase of Capital One cashier's check number 9101107205, in the amount of \$93,000.00, payable to Bayou Title, for the purchase of the real property located at 41 Rue Du Sud, Madisonville, Louisiana 70447;
9. October 14, 2015: issuance of check number 4513 from CapOne 9107, in the amount of \$81,068.09, payable to Dixie RV Superstores, for the purchase of a 2016 Grand Design Solitude recreational trailer bearing VIN: 573FS4321G1105457;
10. November 24, 2015: issuance of check number 4837 from CapOne 9107, in the amount of \$53,589.76, payable to Rainbow CDJ, for the purchase of a 2016 Jeep Wrangler bearing VIN: 1C4HJWDG4GL156805;
11. December 17, 2015: issuance of check number 5206 from CapOne 9107, in the amount of \$74,214.70, payable to Rainbow CDJ, for the purchase of a 2016 Dodge Ram 3500 truck bearing VIN: 3C63RRKL0GG182763;
12. December 22, 2015: issuance of check number 5389 from CapOne 9107, in the amount of \$88,000.00, payable to Rainbow Luxury Imports, for the purchase of a 2012 Mercedes Benz CL 550 bearing VIN: WDDEJ9EB8CA028974 and a 2009 Mercedes Benz CL 550 bearing VIN: WDDEJ86X39A022321;
13. April 19, 2016: issuance of check numbers 6746 and 6747 from CapOne 9107, in the amounts of \$74,294.56 and \$2,085.25, respectively, payable to Gator Powersports, for the purchase of a 2016 CAN-AM Maverick 1000R Turbo X DS bearing VIN: 3JBPDAR22GJ001997, a 2016 CAN-AM Maverick 1000R Turbo X DS bearing VIN: 3JBPDAR21GJ001571, and a 2016 CAN-AM Outlander X MR 1000R bearing VIN: 3JBLWAX24GJ002077;
14. April 30, 2016: issuance of check number 6925 from CapOne 9107, in the amount of \$79,157.11, payable to Rainbow Northshore Buick GMC LLC, for the purchase of a 2016 GMC Yukon XL Denali bearing VIN: 1GKS1HKJ9GR237820;
15. April 30, 2016: issuance of check number 6927 from CapOne 9107, in the amount of \$45,546.65, payable to Gator Powersports & Marine, for the partial purchase of a 2016 CAN-AM Maverick 1000 Turbo off-road vehicle bearing VIN:

3JBPDAR25GJ001234, a 2015 SEA-DOO GTX LTD IS 260 jet ski bearing HIN: YDV02310A515, and a 2016 CAN-AM Renegade 1000 XMR off-road vehicle, bearing VIN: 3JBMWAX24GJ000057;

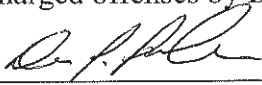
16. May 10, 2016: issuance of check number 7128 from CapOne 9107, in the amount of \$11,639.90, payable to Gator Powersports & Marine, for the completion of the purchase of a 2016 CAN-AM Maverick 1000 Turbo off-road vehicle bearing VIN: 3JBPDAR25GJ001234, a 2015 SEA-DOO GTX LTD IS 260 jet ski bearing HIN: YDV02310A515, and a 2016 CAN-AM Renegade 1000 XMR off-road vehicle, bearing VIN: 3JBMWAX24GJ000057;
17. May 19, 2016: issuance of check number 7261 from CapOne 9107, in the amount of \$39,437.25, payable to Gator Power Sports, for the purchase of a 2016 SEA-DOO RXT-X-300 jet ski bearing VIN: YDV08167A616, a 2016 SEA-DOO RXT-X-300 jet ski bearing VIN: YDV08085A616, a 2015 Karavan Move II boat trailer bearing VIN: 5KTWS1711FF010979, and a 2016 Magic-Tilt FT9200 boat trailer bearing VIN: 1M5BA1711G1E16459;
18. June 14, 2016: withdrawal of \$110,333.45 from CapOne 9107 and purchase of Capital One cashier's check number 9101873719, in the amount of \$110,333.45, payable to Bayou Title, for the purchase of the real property located at 23210 Highway 1084, Covington, Louisiana 70435;
19. July 23, 2016: issuance of check number 1184 from CapOne 3973, in the amount of \$61,980.00, payable to Looney, Looney, & Chadwell for the down payment for 125.30 acres of undeveloped real property located in Spring City, Rhea County, Tennessee;
20. August 11, 2016: causing the issuance of a wire transfer from CapOne 9107, in the amount of \$560,651.62, to the escrow account of Looney, Looney, & Chadwell Title Services, LLC located at First National Bank of Tennessee bearing account number XXX1214 for the purchase of 125.30 acres of undeveloped real property located in Spring City, Rhea County, Tennessee;
21. November 12, 2016: issuance of check number 1351 from CapOne 3973, in the amount of \$5,000.00, payable to Keller Williams for the down payment for 40.883 acres of undeveloped real property located at 26169 Highway 40, Bush, Louisiana 70431; and
22. December 19, 2016: withdrawal of \$397,383.09 from CapOne 3973 and purchase of Capital One cashier's check numbers 9102365837 and 9102365838, in the amounts of \$197,383.09 and \$200,000.00, respectively, payable to Bayou Title, for the completion of the purchase of 40.883 acres of undeveloped real property located at 26169 Highway 40, Bush, Louisiana 70431.

The above facts would be proven at trial by credible testimony from Special Agents from the Internal Revenue Service – Criminal Investigation, Federal Bureau of Investigation, and United States Department of Labor – Office of Inspector General, participants and employers enrolled in the Classic 105 program, business records from TTFG, representatives of numerous financial and retail institutions, including Chase Bank and Capital One, business records from TTFG, and documents and tangible exhibits in the custody of the Internal Revenue Service – Criminal Investigation and the Federal Bureau of Investigation.

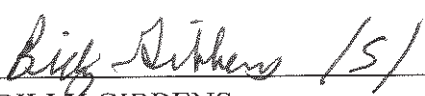
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Defendant
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Limited Nature of Factual Basis

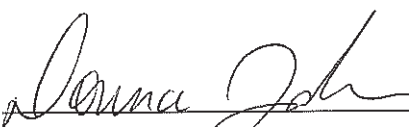
This proffer of evidence is not intended to constitute a complete statement of all facts known by **DEFENDANTS**, and/or the Government. Rather, it is a minimum statement of facts intended to prove the necessary factual predicate for their guilty pleas. The limited purpose of this proffer is to demonstrate that there exists a sufficient legal basis for the pleas of guilty to the charged offenses by **DEFENDANTS**.



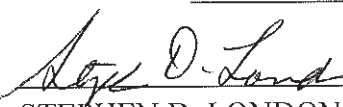
DENIS JOACHIM
Defendant





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DONNA JOACHIM
Defendant



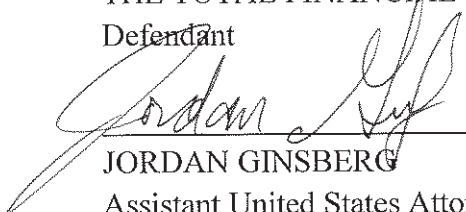
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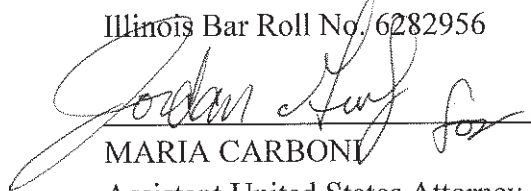
BILLY GIBBENS
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THE TOTAL FINANCIAL GROUP, INC.
Defendant



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