

NO. 471-03088-2021

STATE OF TEXAS,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
v.	§	
	§	
BINT OPERATIONS, LLC	§	
d/b/a BLESSINGS IN NO TIME;	§	
LASHONDA STYMILL MOORE, Individually	§	COLLIN COUNTY
and in her capacity as an officer of BINT	§	
OPERATIONS, LLC;	§	
and	§	
MARLON DEANDRE MOORE, Individually,	§	
and in his capacity as an officer of BINT	§	
OPERATIONS, LLC,	§	
Defendants.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF'S VERIFIED ORIGINAL PETITION, APPLICATION FOR EX PARTE
TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, AND APPLICATION
FOR TEMPORARY AND PERMANENT INJUNCTIONS**

COMES NOW THE STATE OF TEXAS ("State"), Plaintiff, acting by and through Attorney General of Texas KEN PAXTON, and brings this suit against BINT OPERATIONS, LLC d/b/a BLESSINGS IN NO TIME ("BINT"); LASHONDA STYMILL MOORE, individually and in her capacity as an officer of BINT; and MARLON DEANDRE MOORE, individually and in his capacity as an officer of BINT (collectively "Defendants"), and for cause of action would respectfully show:

SUMMARY OF CASE

Over the course of the pandemic, LaShonda and Marlon Moore, the husband and wife duo of Prosper, Texas, and BINT, have operated an illegal pyramid scheme, Blessings in No Time (aka BINT) to scam tens of millions of dollars from members of the African American community throughout the nation. Defendants promised profits and a money back guarantee. Instead, Defendants are dissipating assets – leaving thousands of victims in dire straits. The State requests the Court freeze BINT's assets and stop the Defendants from causing further harm by: (1)

immediately issuing an Ex Parte Temporary Restraining Order with Asset Freeze and (2) granting the State's Request for expedited discovery and setting a hearing on the State's Request for a Temporary Injunction. All funds acquired by means of an illegal pyramid promotional scheme constitute ill-gotten gains and should be returned to the victims.

DISCOVERY CONTROL PLAN AND CLAIM FOR RELIEF

1. The discovery in this case is intended to be conducted under Level 2 pursuant to Texas Rule of Civil Procedure 190.3.
2. This case is not subject to the restrictions of expedited discovery under Texas Rule of Civil Procedure 169 because the potential relief sought by the State in this action includes non-monetary injunctive relief.
3. In addition to the claim for non-monetary relief, the State seeks monetary relief in excess of \$1,000,000, including civil penalties, consumer redress, attorney's fees and costs.

DEFENDANTS

4. Defendant BINT Operations LLC is a Texas limited liability company, formed in August of 2020, that has operated an illegal pyramid promotional scheme in Texas and may be served by serving its registered agent, United States Corporation Agents, Inc., at 9900 Spectrum Drive, Austin, Texas, 78717.

5. Defendant Lashonda Stymill Moore is an individual, co-founder, promoter and managing member of BINT who has operated an illegal pyramid promotional scheme in Texas and may be served at her residence at 3100 Kennington Drive, Prosper, Texas, 75078, or any other place where she may be found.

6. Defendant Marlon Deandre Moore is an individual, co-founder, promoter and managing member of BINT who has operated an illegal pyramid promotional scheme in Texas and may be served at his residence at 3100 Kennington Drive, Prosper, Texas, 75078, or wherever

he may be found.

JURISDICTION

7. This enforcement action is brought by the Attorney General of Texas, Ken Paxton, through his Consumer Protection Division, in the name of the State of Texas and in the public interest, pursuant to the authority granted to him by Section 17.47 of the Texas Deceptive Trade Practices – Consumer Protection Act (“DTPA”) Texas Business and Commerce Code, sections 17.41-17.63, upon the ground that the Defendants have engaged in false, deceptive, and misleading acts and practices in the course of trade and commerce as defined in, and declared unlawful by, §§ 17.46 (a) and (b) of the DTPA. The DTPA grants authority to the Attorney General to seek injunctive relief, civil penalties and redress for consumers for violations of its provisions. Tex. Bus. & Com. Code Ann. § 17.47.

8. In addition, the State may seek reasonable attorney’s fees and court costs for prosecuting this action, as authorized by Texas Government Code § 402.006(c).

VENUE

9. This Court has jurisdiction over this action pursuant to § 17.47(b) of the DTPA and venue lies in Collin County, Texas because Defendants’ business is located in Collin County and some relevant transactions occurred in Collin County, Texas. *See* Tex. Civ. Practice & Rem. Code § 15.002.

NATURE OF CASE

10. The Attorney General, acting within the scope of his official duties under the authority granted to him under the constitution and the laws of the State of Texas, brings this lawsuit in the public interest in the name of the State of Texas through his Consumer Protection Division against Defendants for violations of the DTPA. By this suit the Attorney General seeks

an injunction to stop Defendants from engaging in any further such illegal business activity and from any further false, deceptive, or misleading acts and practices. The Attorney General also seeks a court order for consumer redress and restoration of money and property to victims of the Defendants' illegal pyramid scheme and further seeks a civil penalty to be assessed against Defendants to deter them from further wrongful business activities.

PYRAMID SCHEME

11. DTPA § 17.46(b)(21) includes as a false, misleading, or deceptive act or practice the act of "promoting a pyramid promotional scheme, as defined by Section 17.461." DTPA § 17.461 defines "pyramid promotional scheme" as:

a plan or operation by which a person gives consideration for the opportunity to receive compensation that is derived primarily from a person's introduction of other persons to participate in the plan or operation rather than from the sale of a product by a person introduced into the plan or operation. Tex. Bus. & Com. Code Ann. § 17.461.

PUBLIC INTEREST

12. The State has reason to believe that Defendants are engaging in, have engaged in, or are about to engage in, the unlawful acts or practices set forth below; and that Defendants have, by means of these unlawful acts and practices, caused damage to or acquired money or property from persons; and that Defendants adversely affected the lawful conduct of trade and commerce in Texas, thereby directly or indirectly affecting the people of this State. Therefore, the Consumer Protection Division of the Office of the Attorney General of the State of Texas believes and is of the opinion that these proceedings are in the public interest.

TRADE AND COMMERCE

13. Defendants have, at all times described below, engaged in conduct which constitutes "trade" and "commerce," as those terms are defined by § 17.45(6) of the DTPA.

ACTS OF AGENTS

14. Whenever in this petition it is alleged that Defendants did any act, it is meant that Defendants performed or participated in the act, or that the officers, agents or employees of Defendants performed or participated in the act on behalf of and under the authority of Defendants.

NOTICE BEFORE SUIT

15. The State has not contacted Defendants to inform them of the unlawful conduct alleged herein, for the reason that the Consumer Protection Division has good cause to believe that, if prior contact were made, Defendants would evade service of process, that Defendants would move and conceal assets, and that Defendants would destroy relevant records causing immediate and irreparable injury, loss, and damage as a result of such delay in obtaining a temporary restraining order.

EXHIBITS

16. The State relies on the following exhibits in support of its petition, application for Ex Parte Temporary Restraining Order with an Asset Freeze, and application for temporary and permanent injunctions:

- a. Exhibit A – Affidavit of Victim Tiffany Jefferson;
- b. Exhibit B – Affidavit of Victim Yolanda Robertson;
- c. Exhibit C – Affidavit of Victim Donald Fleming;
- d. Exhibit D – Affidavit of Victim Rosetta Fleming;
- e. Exhibit E – Affidavit of Victim Corneka Jackson;
- f. Exhibit F – The BINT Bible;
- g. Exhibit G – Example Consumer Complaint forwarded to the State by the Georgia Attorney General's Office;

- h. Exhibit H – Sworn Verification of Daniella Hill, Investigator, Consumer Protection Division, Office of the Attorney General of Texas;
- i. Exhibit I – Screenshots from BINT victim website www.BINTSCAM.com; and
- j. Exhibit J – Example Consumer Complaint filed with the State.

FACTUAL ALLEGATIONS

17.. For about a year, Defendants operated an illegal pyramid promotional scheme from Prosper, Texas.

18. Defendants have solicited tens of millions of dollars of contributions for a program they promised would: (1) “bless” and assist needy members of the African American community in the wake of the pandemic and economic and social strife; and (2) result in a return “blessing” of compensation to exceed, by eight-fold, each contributing member’s initial contribution to the program.

19. Defendants have induced members to pay an initial fee of \$1,400.00 to \$1,425.00¹ by promising a return of over \$11,200.00 in compensation to each participant who recruits other people (also referred to as “fires”) to join and make a similar initial contribution of between \$1,400.00 and \$1,425.00.

20. The opportunity to receive personal compensation of \$11,200.00 was derived primarily from a person’s introduction and persuasion of other victims to join the pyramid rather than by the sale of a product by the person introduced into the BINT operation.²

21. When participants recruited one or more new members (“fires”), Defendants

¹ It is curious these contribution amounts are in the range of stimulus payments issued to the American public by the federal government during the pandemic.

² Exhibits A, B, C and D.

sometimes asked the participants to transfer the \$1,400.00 credit they would receive from recruiting the new member to the Defendants instead of counting that new member toward the total recruits (“fires”) needed to achieve the promised \$11,200.00 compensation payout.

22. Defendants assured consumers this operation was vetted by its lawyers and confirmed to be a fully legitimate and legal operation when, in fact, it is an illegal promotional pyramid scheme under Texas law.³ All funds acquired through this scheme are ill-gotten gains and should be returned to the victims.

23. As a further inducement to join, Defendants promised each potential participant the right to receive a full refund, but numerous participants have asked for a refund to no avail.

24. Defendants imposed a formal condition of membership on all participants by prohibiting all reviews on social media and all negative comments about BINT in any forum under penalty of termination of their membership and all of their rights.⁴ By stifling existing members’ ability to speak the truth about Defendants’ practices, Defendants were able to continue deceiving more victims to buy into their illegal pyramid scheme.

25. Many victims were deterred from exercising their rights to speak out and warn others about Defendants’ illegal scheme out of fear they would lose their rights to a refund and other compensation they were due from Defendants.⁵

26. Through these deceptive trade practices, Defendants have induced victims to contribute tens of millions of dollars to BINT – the entirety of these assets acquired by Defendants

³ See Tex. Bus. & Com. Code § 17.461.

⁴ See, Exhibit F, copy of the BINT Bible (Terms and Conditions of Membership for participants in Defendants’ illegal pyramid promotional scheme) and Exhibit A.

⁵ See, Exhibits A-J.

as part of this illegal pyramid scheme constitute ill-gotten gains.⁶

27. These funds are disappearing without being refunded to the victims of the illegal pyramid promotional scheme as promised and requested. During a January 2021 Zoom meeting, Defendants admitted that their administration bank account for refunds had been depleted.⁷ During the same meeting Defendants represented that victims do not have a right to refunds. Many refund requests remain unanswered.

28. Previously, Defendants might have provided some refunds, but they appear to be making no refunds at all⁸ as victims are filing consumer complaints with the State and seeking the State's help with redress. As it became clear Defendants will not provide refunds, the threats of losing their refund rights was no longer enough to stop victims from speaking out. Many victims have now formed a public website, www.BINTSCAM.com, to speak out against Defendants' deceptive scheme despite Defendants' threats of retaliation as evidenced in the screenshots contained in Exhibit I from the website (<https://www.bintscam.com/> and <https://www.bintscam.com/about-us/>).

29. Since January 2021, the State has received nearly 200 consumer complaints against Defendants alleging over \$700,000 in losses of monies contributed to Defendants but never refunded.

30. Many complainants also state they only joined based on BINT's promise of the right to a full refund at any time and would not have joined if BINT had disclosed the refund

⁶ <https://band.us/band/82700779#> (Video statement of Defendant Marlon Moore).

⁷ See also, Exhibit E at para.7.

⁸ Exhibits A-E.

guarantee would not be honored.

31. Defendants' promises of profits, guaranteed refunds, and community solidarity have been revealed as a sham. As one of Defendants' victims says:

"Marlon & Lashonda Moore & staff of B.I.N.T, LLC, used deceit, celebrity connections, name dropping & the collective fear, grief & trauma that Americans were experiencing during & after the 2020 Spring/summer riots to scam over 8k Black people out of over \$40 million dollars. Blessings In No Time (BINT, LLC), was presented as a Godly, ALL-Black, socially conscious gifting community that came about on the tail-end of a lot of this past summer protest. They claimed that BINT was completely legal. they repeatedly said that they were not a sou sou or pyramid scheme, they said there is no way to lose money because guarantee. This was my first encounter with gifting circles, I am ashamed I believed them. I brought in 6 of my family members. BINT used all 6 people & said they would return "my fires" when I needed them to ensure that I was blessed out. That never happened. They took the people I was required to bring in them behind spots that were not mine. Total family loss = \$32K of that, I lost \$15,650 between my own spots & family I sponsored . . . Why would I believe they would give a refund? I believed we'd get a refund due to the heavily documented refund guarantees from BINT founders & staff."⁹

32. By this suit, the State seeks an injunction to halt Defendants' operation of any illegal pyramid promotional scheme and their use of other deceptive trade practices to promote such schemes. The State is also seeking a judgment against Defendants for redress to consumers and other identifiable persons in the form of restitution and/or damages, appropriate civil penalties, attorney's fees and costs of court.

DTPA VIOLATIONS

33. Defendants, as alleged above, have in the course of trade and commerce engaged in false, misleading and deceptive acts and practices declared unlawful, in §§ 17.46(a) and (b) of the DTPA as follows:

⁹ Exhibit J.

- a. The State alleges Defendants have violated DTPA § 17.46 (a) and engaged in false, misleading, or deceptive acts or practices in the conduct of trade or commerce by promoting a pyramid scheme and misleading consumers to believe their financial blessing contributions are fully refundable, when they are not;
- b. The State alleges Defendants have violated DTPA § 17.46(b)(5) by representing that their illegal pyramid promotional scheme has sponsorship, approval, characteristics or benefits it does not have, by representing that it includes a money back guarantee and that Defendants have full approval of its participating members, including by representing that members endorse the product, while threatening to withhold refunds and compensation from anyone who speaks out to warn others against Defendants' illegal pyramid scheme;
- c. The State alleges Defendants have violated DTPA § 17.46(b)(21) in promoting a pyramid promotional scheme;¹⁰ and
- d. The State alleges Defendants have violated DTPA § 17.46(b)(24) by failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed, by failing to disclose that BINT's promise to provide a full refund at any time would not be honored.

INJURY TO PYRAMID SCHEME VICTIMS AND STATE

¹⁰ "Pyramid promotional scheme" means a plan or operation by which a person gives consideration for the opportunity to receive compensation that is derived primarily from a person's introduction of other persons to participate in the plan or operation rather than from the sale of a product by a person introduced into the plan or operation. See DTPA § 17.461(a)(6).

34. Defendants have, by means of the unlawful acts and practices alleged, acquired money from identifiable persons to whom such money should be restored.

DISGORGEMENT

35. Defendants' assets are subject to the equitable remedy of disgorgement, which is the forced relinquishment of all benefits that would be unjust for Defendants to retain, including all ill-gotten gains and benefits or profits that result from Defendants putting BINTs victims' fraudulently converted property to a profitable use. Defendants should be ordered to disgorge all monies fraudulently taken from identifiable persons in the course of promoting or operating the illegal pyramid scheme. Such disgorgement should be for the benefit of the pyramid scheme victims and the State of Texas.

MOTION FOR EX PARTE TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE

36. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition. Pursuant to § 17.47(a), (b) and (d) of the DTPA, the State requests immediate relief by way of an Ex Parte Temporary Restraining Order with Asset Freeze and subsequent Temporary Injunction to: (1) prevent continued violations of law by Defendants, their officers, agents, servants, and employees; and (2) freeze the assets of BINT to preserve and protect the monies paid to Defendants by pyramid scheme victims so that at final trial the victims may obtain restitution, restoration of money or property, and damages to which they are entitled. Tex. Bus. & Com. Code § 17.47(a), (b) and (d).

37. Pursuant to § 17.47 of the DTPA and Collin County Civil Courts Local Rule 2.4 (b)(2), no notice of this suit and application for temporary restraining order along with the proposed order has or will be presented to the opposing parties before the application and proposed order

are to be presented to the Court for decision for the reasons that irreparable harm is imminent and that relevant records and assets may be removed, secreted or destroyed. A temporary restraining order is necessary because immediate harm and injury are presumed if a law is being violated. *West v. State*, 212 S.W.3d 513, 519 (Tex.App—Austin 2006) (no pet.). To seek injunctive relief under DTPA § 17.47(a), the State only needs to demonstrate to the court its reason to believe that (1) any person is engaging in, has engaged in, or is about to engage in any act or practice declared to be unlawful by the DTPA, and (2) that the proceedings would be in the public interest. *Id.* Because the State brings this action in the public interest and on behalf of consumers, harm is presumed. *United States v. Odessa Union Warehouse Coop*, 833 F.2d 172, 175-176 (9th Cir. 1987). Further, the Texas Supreme Court has stated that the State does not have to prove immediate and irreparable injury when seeking injunctive relief pursuant to an authorized statute. *State v. Tex. Pet Foods*, 591 S.W.2d 800, 805 (Tex. 1979). Nor does the Court have to balance equities when the State litigates in the public's interest; the DTPA's express language supersedes the common law injunctive relief elements such as imminent harm or irreparable injury and lack of an adequate remedy at law. *West* at 519.

38. Without such immediate temporary relief, BINT is likely to waste or secrete the contributions they unlawfully acquired from the victims of their illegal pyramid promotional scheme to avoid paying restitution, damages and other redress to these pyramid scheme victims. A preservation of the assets for potential restitution, restoration and damages is necessary because:

- a. All of the funds are ill-gotten gains and the fruit of an illegal pyramid promotional scheme;
- b. Defendants admitted during a January 2021 BINT Zoom meeting with victims, that the account used for refunds has been depleted; and

c. Defendants are improperly withholding victims' contributions and failing to provide promised refunds or compensation as detailed in the attached promotional pyramid scheme victim affidavits, other exhibits, complaints received by the State, and the victim website www.BINTSCAM.com.

39. Therefore, the State requests that, pursuant to DTPA § 17.47(a), (b) and (d), the Court issue an Ex Parte Temporary Restraining Order, and ORDER that Defendants, their officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, who receive actual notice of the Order by personal service or otherwise, be restrained from engaging in the following acts or practices:

- a. Promoting or operating an illegal pyramid promotional scheme;
- b. Inducing or attempting to induce one or more other persons to participate in a pyramid promotional scheme;
- c. Soliciting individuals or funds for an illegal promotional pyramid scheme;
- d. Representing that Defendants' pyramid promotional scheme participant agreements are not prohibited by law;
- e. Representing that Defendants' pyramid promotional scheme participant agreements confer rights and remedies to Defendants which are prohibited by law, by falsely representing that such agreements confer upon Defendants the right to deny promised refunds to victims of Defendants' illegal pyramid promotional scheme;
- f. Representing that Defendants' pyramid promotional scheme has sponsorship, approval, characteristics, or benefits it does not have, by representing

that it includes a money back guarantee and/or full approval of its participating members when it does not; and

g. Failing to disclose to victims at the time they are solicited or make a contribution to BINT or any illegal pyramid promotional scheme operated by Defendants, that Defendants' money-back guarantee will not be honored, in order to induce such victims into transactions that the victims would not have entered if such information had been disclosed.

40. The State further requests that the Court enter an Ex Parte Temporary Restraining Order WITH ASSET FREEZE, ordering that Defendant BINT, its officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, including, but not limited to all financial institutions such as Bank of America, holding money in the name and/or for the benefit of Defendant BINT, including any accounts for which Defendant BINT is a signatory, who receive actual notice of this order by personal service or otherwise, be restrained from engaging in the following acts or practices:

a. Transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, or allowing the transfer, removal, or withdrawal, from any financial institution or from the jurisdiction of this Court, any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in the possession, custody or control of, or claimed by Defendant BINT;

b. Concealing, withholding, destroying, mutilating, altering, falsifying, or removing from the jurisdiction of this Court any books, records, documents,

invoices, receipts, or any other written materials relating to the business of Defendant BINT currently or hereafter in any Defendant's possession, custody or control except in response to further orders or subpoenas in this cause;

c. Destroying, altering, mutilating or otherwise disposing of or changing any records related to Defendant BINT or any property or entity in which BINT has any equity or ownership interest;

d. Transferring, concealing, or removing from the jurisdiction of this Court:

(i) Any books, records, documents, invoices or other written materials relating to Defendant BINT's business currently or hereafter in any Defendant's possession, custody or control except in response to further orders or subpoenas in this cause; and

(ii) Any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in the possession, custody or control of, or claimed by Defendant BINT.

41. The State further request the Court Order that any financial institution—including, but not limited to, Bank of America—or any business entity or person, maintaining or having custody or control of funds, accounts, or assets of any kind in the name and/or for the benefit of Defendant **BINT Operations LLC dba BLESSING IN NOT TIME**, or to which Defendant **BINT OPERATIONS LLC dba BLESSINGS IN NO TIME** have access or signatory power, who receive actual notice of this Order by personal service, email, facsimile transmission, or otherwise, shall: 1) hold and retain within its control any of the assets, funds, accounts or other property described in Section II of this Temporary Restraining Order with Asset Freeze; and 2)

prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of the assets, funds, accounts or other property, except as permitted in accordance with Section III of such Order.

42. The funds, property, and assets affected by this Section II of this Order shall include both existing assets and assets acquired by **Defendant BINT Operations LLC dba BLESSINGS IN NO TIME** as defined herein after the effective date of this Order and which are acquired in violation of this Order.

43. The State further requests the Court Order that if any of the parties, persons, or entities referenced in this Order agree in writing, through their authorized representatives or counsel, to specify that certain funds or assets be or remain frozen, or that certain funds or assets be released from the asset freeze ordered in Section II of this Order, then such parties or entities may do so. Any financial institution holding funds or assets subject to the freeze under Section II of this Order shall comply with any written directive relating to the freezing or unfreezing of any bank account or asset reference in this Order, without further Order of this Court, **provided such written directive is signed by an Assistant Attorney General representing the State of Texas and an authorized representative or attorney of Defendant BINT Operations LLC dba BLESSINGS IN NO TIME**, person or entity with custody or control of the bank account or asset involved. Nothing in this Order shall preclude any party from filing a motion seeking a modification of this Order from the Court.

44. The State further requests the Court order Defendants, their officers, agents, servants, employees, and any other person or entity in active concert or participation with them—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—who receive actual notice of this Order by personal service or otherwise,

are hereby prohibited from the following:

- a. Transferring, concealing, or removing from the jurisdiction of this Court, any books, records, documents, invoices or other written materials relating to Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**'s business currently or hereafter in any Defendant's possession, custody or control except in response to further orders or subpoenas in this cause; and
- b. Transferring, concealing, or removing from the jurisdiction of this Court, any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in the possession, custody or control of, or claimed by Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** insofar as such property relates to, arises out of, or was derived from the business operation of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** without further order of this Court..

REQUEST TO CONDUCT EXPEDITED DISCOVERY
PRIOR TO TEMPORARY INJUNCTION HEARING

45. The State asserts good cause exists for the modification of the rules of discovery pursuant to Tex. Rule Civ. Proc. 191.1. The State requests leave of Court to engage in expedited discovery, including the issuance of subpoenas, taking telephonic, oral, video, written, and other depositions of witnesses, including Defendants and employees of Defendants, and to require production of documents in connection therewith, prior to any scheduled temporary injunction hearing upon reasonably shortened notice to the Defendants and their attorneys, if known.

46. The State further requests the Court order that Plaintiff shall be granted leave to

conduct expedited discovery; that any discovery taken or propounded by the State for purposes of the Temporary Injunction hearing is in addition to, and not subject to, any limits on the quantity of permissible discovery provided for in the Texas Rules of Civil Procedure or the rules of this Court. Any limitation and conditions set forth in the Texas Rules of Civil Procedure or the rules of this Court regarding subsequent depositions of an individual shall not apply to dispositions pursuant to this Section and order that:

a. The State may take the deposition of any witness upon a two (2) day notice to the attorneys for all parties, if known, including taking telephonic, video, written, and other depositions with a request for production of documents prior to any scheduled temporary injunction hearing and prior to Defendants' answer date and Order that:

b. Defendants shall provide the following information to counsel for Plaintiff and a statement, signed by Defendants and notarized, certifying that the information is true and accurate within five (5) business days of receiving actual notice of this Order:

(i) Identification and description of all accounts and assets as described in Section II of such order held or controlled by Defendants at any time during the two (2) years prior to the effective date of this Order, including the names and locations of the financial institutions holding such accounts or assets, the last three digits of any account number, the balance of the accounts on the effective date of the Order, and the nature, description, location and estimated value of any other assets;

(ii) Identification and location of any safe deposit box, commercial mail box, or storage facility that is either titled in the name, individually or jointly, of any

Defendant, or is otherwise subject to access or control by any Defendant or other party subject to Section II of this Order in whole or in part;

(iii) Identification of any Defendant or other party that has attempted to access any account, safe deposit box, or any other asset subject to Section II since the effective date of this Order; and

(iv) If the account, safe deposit box, or other asset subject to Section III of this Order has been closed or removed, the date closed or removed, the balance or value on said date, and the current location of the removed funds or assets, and the identity of any immediate and subsequent transferees of such funds or assets; and

c. Defendants shall provide representatives of Plaintiff access to inspect and copy, within five (5) business days of a written request by Plaintiff, all records pertaining to each such account or asset subject to Section II or this Order, including but not limited to, account statements, account applications, corporate resolutions, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debt and credit instruments, cashier's check receipts, money orders, wire transfer receipts, 1009 forms and safe deposit box logs.

47. The State further requests any financial or brokerage institution, bank, escrow agent, insurance company, surety bond agent, credit union, title company, storage facility, commodity trading company, business entity or person maintaining or having custody or control of any account or other asset of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**, including but not limited any broker, agent, accountant, attorney or financial institution including Bank of America shall endeavor, within five (5) business days of the date of notice of this Order, to provide to counsel for Plaintiff a statement or letter setting forth:

- a. The identification of each account, insurance policy, fund, stock, bond, surety bond or other asset titled in the name or for the benefit, individually or jointly, of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**, or held on behalf of, or for the benefit of, in whole or in part, any Defendant;
- b. The balance of each such account, or a description and estimated value of such assets, as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted;
- c. The identification of any safe deposit box or storage facility that is in the name, individually or jointly, of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**, or that holds any assets or other property owned in whole or in part by Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** ;
- d. A list of all known motor vehicles in which the Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** has an interest, including the make, model, year and vehicle identification number of each vehicle; and
- e. A list of all known real property, in or out of the country, in which Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** as an interest.

48. The State further requests the Court order that any financial or brokerage institution, escrow agent, title company, storage facility, commodity trading company, business entity, or person maintaining or having custody or control of any account or other asset of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**, shall hold such funds or assets in trust for the

benefit of the owner of those funds, said owners to be determined by an agreement of the parties or by further order of this Court.

WRIT TO ISSUE WITHOUT BOND

49. The State requests that the Clerk of the Court issue such Writs of Injunction and/or Writs of Restraint pursuant to any Injunction or Ex Parte Temporary Restraining Order issued by this Court in conformity with the law, and that same be issued and be effective without the execution and filing of a bond as Plaintiff, the State of Texas, is exempt from such bonds under Tex. Bus. & Com. Code Ann. § 17.46(b).

PRAYER

50. WHEREFORE, the State prays that Defendants be cited according to law to appear and answer herein; that upon review and consideration of the pleading, exhibits and affidavits filed herewith, that this Court issue an EX PARTE TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, to be served upon Defendants and other third parties in possession of assets of BINT; that leave be granted for the State to engage in discovery prior to the Temporary Injunction Hearing; that after due notice and hearing a TEMPORARY INJUNCTION be issued; that this matter be set for trial; and upon final hearing a PERMANENT INJUNCTION be issued, restraining and enjoining Defendants, their agents, employees, and representatives and any other person in active concert or participation with Defendants who receives actual notice of the injunction by personal service or otherwise, from the following acts and practices:

- a. Promoting or operating an illegal pyramid promotional scheme;
- b. Inducing or attempting to induce one or more other persons to participate in a pyramid promotional scheme;
- c. Soliciting individuals or funds for an illegal promotional pyramid scheme;

- d. Representing that Defendants' pyramid promotional scheme participant agreements are not prohibited by law;
- e. Representing that Defendants' pyramid promotional scheme participant agreements confer rights and remedies to Defendants which are prohibited by law, by falsely representing that such agreements confer upon Defendants the right to deny promised refunds to victims of Defendants' illegal pyramid promotional scheme;
- f. Representing that Defendants' pyramid promotional scheme has sponsorship, approval, characteristics or benefits it does not have by representing that it includes a money back guarantee and/or full approval of its participating members when it does not;
- g. Failing to disclose to victims at the time they are solicited or make a contribution to BINT or any illegal pyramid promotional scheme operated by Defendants, that Defendants' money-back refund guarantee will not be honored, in order to induce such victims into transactions that the victims would not enter if such information had been disclosed;
- h. Concealing, withholding, destroying, mutilating, altering, falsifying, or removing from the jurisdiction of this Court any books, records, documents, invoices, receipts, or any other written materials relating to the business of Defendants currently or hereafter in any Defendant's possession, custody or control except in response to further orders or subpoenas in this cause;
- i. Transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, or allowing the transfer, removal, or withdrawal, from any

financial institution or from the jurisdiction of this Court, any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in the possession, custody or control of, or claimed by Defendant BINT;

j. Destroying, altering, mutilating or otherwise disposing of or changing any records related to any Defendant or entity in which any Defendant has an ownership interest; and

k. Transferring, concealing, or removing from the jurisdiction of this Court:

(i) Any books, records, documents, invoices or other written materials relating to Defendant BINT's business currently or hereafter in any Defendant's possession, custody or control except in response to further orders or subpoenas in this cause; and

(ii) Any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in the possession, custody or control of, or claimed by Defendant BINT.

51. The State respectfully further prays that the Court will order that, within five (5) business days of the date of notice, that Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** shall provide to counsel for the State a statement or letter setting forth for any such assets that include, in part, any assets acquired from its members:

a. The identification of each account, insurance policy, fund, stock, bond, surety bond or other asset titled in the name or for the benefit, individually or jointly, of any Defendant, or held on behalf of, or for the benefit of, in whole or in

part, by Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** including any such assets existing at any time from March 2, 2020 to the present;

b. The balance of each such account, or a description and estimated value of such assets, as of the close of business on the day on which such Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted;

c. The identification of any safe deposit box or storage facility that is in the name, individually or jointly, of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**, or that holds any assets or other property owned in whole or in part by Defendant ; **BINT Operations LLC dba BLESSINGS IN NO TIME**;

d. A list of all known motor vehicles in which Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** has an interest, including the make, model, year and vehicle identification number of each vehicle; and

e. A list of all known real property, in or out of the country, in which Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** has an interest.

52. The State respectfully further prays that the Court will order that, upon request of the State, any financial or brokerage institution, bank, escrow agent, insurance company, surety bond agent, credit union, title company, storage facility, commodity trading company, business entity or person maintaining or having custody or control of any account or other asset of BINT, including but not limited any broker, agent, accountant, attorney or financial institution including Bank of America shall endeavor, within five (5) business days of the date of notice of such order, to provide to counsel for the State a statement or letter setting forth:

a. The identification of each account, insurance policy, fund, stock, bond, surety bond or other asset titled in the name or for the benefit, individually or jointly, of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** , or held on behalf of, or for the benefit of, in whole or in part, by any Defendant;

b. The balance of each such account, or a description and estimated value of such assets, as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or

removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted;

c. The identification of any safe deposit box or storage facility that is in the name, individually or jointly, of Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME**, or that holds any assets or other property owned in whole or in part by any Defendant;

d. A list of all known motor vehicles in which **BINT Operations LLC dba BLESSINGS IN NO TIME** has an interest, including the make, model, year and vehicle identification number of each vehicle; and

e. A list of all known real property, in or out of the country, in which Defendant **BINT Operations LLC dba BLESSINGS IN NO TIME** has an interest.

53. The State further prays the Court will enter a Temporary Restraining Order with Asset Freeze granting the remainder of relief requested in Paragraphs 40-48.

55. The State respectfully further prays that the Court will:

b. Grant a Judgment against the Defendants, jointly and severally, and order the Defendants to restore all money or other property acquired by means of unlawful acts or practices alleged in this Petition, or in the alternative, to compensate identifiable persons for actual damages;

b. Order the disgorgement of Defendants' assets and ill-gotten gains as a result of the illegal pyramid scheme, as provided by law;

c. Grant Judgment against the Defendants, jointly and severally, and order the Defendants to pay to the State civil penalties of up to \$10,000 for each and every violation of the DTPA and an added civil penalty of up to \$250,000 if the act or practice acquired or deprived money or other property from consumers who were 65 years old age or older when the act or practice occurred pursuant to § 17.47(c) of the Texas Business and Commerce Code;

- d. Order that Defendants be adjudged pre-judgment and post-judgment interest at the highest lawful rate;
- e. Order that all fines, penalties or forfeitures payable to and for the benefit of the State are not dischargeable under bankruptcy pursuant to 11 U.S.C. § 523(a)(7);
- f. Grant a Judgment against the Defendants and order the Defendants to pay the State's attorney's fees and costs of Court as provided by the laws of the State of Texas, including but not limited to Texas Government Code § 402.006(c);
- g. Set a hearing on the State's Application for Temporary Injunction;
- h. Order a FREEZE OF ANY ASSETS for any financial accounts, or other assets in the name of BINT; and
- i. Order Defendants, jointly and severally, to pay the State's attorney's fees and costs.

55. The State prays for leave of Court to engage in discovery, issue subpoenas, take telephonic, video, written, and other depositions, and require production of documents in connection therewith, prior to any scheduled temporary injunction hearing upon reasonably shortened notice to the Defendants.

56. The State prays that all relief be denied Defendants and that the State receives such other and further relief to which it is justly entitled.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

BRENT WEBSTER
First Assistant Attorney General

GRANT DORFMAN
Deputy First Assistant Attorney General

SHAWN E. COWLES
Deputy Attorney General for Civil Litigation

JENNIFER S. JACKSON
Chief, Consumer Protection Division



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Assistant Attorneys General
Consumer Protection Division
Office of the Texas Attorney General

12221 Merit Drive, Ste. 650
Dallas, Texas 75251
T: (214) 290-8817 F: (214) 969-7615

Counsel for the State of Texas

EXHIBIT A

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

THE STATE OF Georgia §
COUNTY OF Rockdale §

AFFIDAVIT OF TIFFANY JEFFERSON

Before me, the undersigned authority, personally appeared, TIFFANY JEFFERSON, known to me to be the person whose name is subscribed to the following instrument, and having been by me sworn upon her oath, deposes and states the following:

1. My name is Tiffany Jefferson. I am over the age of eighteen years. I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts set forth herein. And am able to swear, as I hereby do swear. That all facts and statements herein contained are true and correct.
2. I joined the BINT community and paid \$1,425 on September 22, 2020. To my understanding, BINT was advertised as a crowdfunding community where members should expect returns on their initial payments up to \$11,400.
3. BINT required its members to introduce at least two individuals to BINT in order to move up BINT's money board to receive promised payment of \$11,400. There was not a product to sell for BINT. We simply needed to bring in new members to get closer to BINT's promised return payment.
4. BINT promised returns on members' payments and a 100% guarantee of giving BINT members their money back if requested. I would not have joined and contributed money if this guarantee were not true.
5. BINT's co-founders (Lashonda and Marlon Moore) have hosted many Zoom meetings between September 2020 and early 2021. These meetings provided BINT members with updates including its refund process and celebrity endorsements of BINT. The Moores have also stated they plan to keep going with its program.
6. BINT's co-founders insinuated that members would be removed from the BINT community if they voiced complaints or opinions during these meetings or via social media.
7. My BINT access was restricted before I was able to request a refund. At this time, since my access to the BINT community is restricted, I am unable to contact any BINT administrators to receive my refund of \$1,425.

I declare that the foregoing is true and correct. Executed this 7th day of June, 2021 in Congers, GA.


TIFFANY JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by TIFFANY
JEFFERSON on this 1st day of June, 2021 at Corys
GA



Angel Lucas
Notary Public in and for the State of GA

VERIFICATION ON OATH OR AFFIRMATION

State of Georgia } ss.
County of Rockdale



Subscribed and sworn to (or affirmed) before me

this 17th day of June, 2021 by
Day Month Year

Tiffany Jefferson
Name of Signer No. 1

Name of Signer No. 2 (if any)

[Signature]
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Residence, Expiration Date, etc.)

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit

Document Date: 17th June 2021 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

EXHIBIT B

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

I declare that the foregoing is true and correct. Executed this 8th day of June 2021 in Snellville, Georgia.

[Signature]
YOLANDA ROBERTSON

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by YOLANDA ROBERTSON on this 8th day of June 2021 at Snellville, Georgia.

Notary Public in and for the State of Georgia



VERIFICATION OF OATH OR AFFIRMATION

Name of Georgia

County of Gwinnett

Subscribed and sworn to in my presence before me

on 1st day of June, 2021 at

Goltsade Rubenstein
Name of Signer No. 1

Name of Signer No. 2 (if any)

Angel Lucas
Signature of Notary Public

Place Notary Seal Stamp Below

Any Other Required Information
(Residence, Expiration Date, etc.)

OPTIONAL

Completing this information can deter utilization of the document or
fraudulent attachment of this form to an unrelated document.

Description of Attached Document

Title or Type of Document: Affidavit

Document Date: 6/1/2021

Number of Pages: 1

Signers Other Than Named Above: U/A

EXHIBIT C

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

THE STATE OF MISSISSIPPI

COUNTY OF ADAMS

§
§
§

Before me, the undersigned authority, personally appeared, DONALD FLEMING, known to me to be the person whose name is subscribed to the following instrument, and having been by me sworn upon his oath, deposes and states the following:

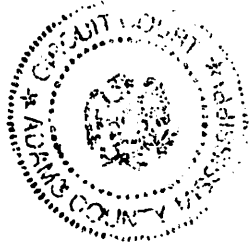
1. My name is Donald Fleming. I am over the age of eighteen years. I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts set forth herein, and am able to swear, as I hereby do swear, that all facts and statements herein contained are true and correct.
2. The founders, LaShonda and Marlon Moore, stated during a BINT Meeting on zoom that if you join BINT (Blessing In No Time) and give \$1,425 then you will receive \$11,400 and two free fires. Whenever you refer an individual to join BINT and that individual pays \$1,425, this individual is considered your fire.
3. In September 2020, based on the Moore's representations in the prior Zoom meeting, I joined a pyramid scheme known as BINT (Blessings in No Time). I made my first payment of \$1,425 on September 24, 2020. I made my second payment of \$1,425 on October 17, 2020.
3. The founders, LaShonda and Marlon Moore, stated during a BINT Meeting on zoom that if you join BINT (Blessing In No Time) and give \$1,425 then you will receive \$11,400 and two free fires. Whenever you refer an individual to join BINT and that individual pays \$1,425, this individual is considered your fire.
4. If BINT (LaShonda Moore and Marlon Moore or their BINT Admin Team) used our individual(s) and placed them on another board as a fire, then BINT will replace our individual(s) back to us to use as a fire. BINT referred to those individuals as donations.
5. BINT also stated that if you were unsatisfied and would like a refund, you will receive a refund back of \$1,425 or whatever amount you paid if you have never been blessed (paid).
6. The process starts with a person in the fire, then the wind, then the earth, and then the water in which you are blessed out (paid) \$11,400. All payouts are based on the number of new members you get to join and make a financial contribution.
7. BINT groups were told to join a sub-group under BINT to help our board(s) move to the water so we can be blessed out and/or break even of what we paid into the community, however that never happened.
8. I requested a refund of \$2,850 on November 30, 2020 from the BINT website. I received an email response stating "refunds will be given in the order in which received". I have not received my refund.

I declare that the foregoing is true and correct. Executed this 27th day of May, 2021 in Natchez, Mississippi.


DONALD FLEMING

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by DONALD
FLEMING on this 27th day of May, 2021 at Natchez,
Mississippi.

Marilyn Jackson
Notary Public in and for the
State of MS



EVA J. GIVENS, Circuit Clerk
Of Adams County Mississippi
And Ex-Officio Notary Public
By Marilyn Jackson D.C.
My Commission Expires Jan. 01, 2024

EXHIBIT D

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

THE STATE OF MISSISSIPPI

COUNTY OF ADAMS

Before me, the undersigned authority, personally appeared, ROSETTA FLEMING, known to me to be the person whose name is subscribed to the following instrument, and having been by me sworn upon her oath, deposes and states the following:

1. My name is Rosetta Fleming. I am over the age of eighteen years. I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts set forth herein, and am able to swear, as I hereby do swear, that all facts and statements herein contained are true and correct.
2. The founders, LaShonda and Marlon Moore, stated during a BINT Meeting on zoom that if you join BINT (Blessing In No Time) and give \$1,425 then you will receive \$11,400 and two free fires. Whenever you refer an individual to join BINT and that individual pays \$1,425, this individual is considered your fire.
3. In July 2020, based on the Moore's representations in the prior Zoom meeting, I joined a pyramid scheme known as BINT (Blessings in No Time). I made my initial payment of \$1,425 on September 16, 2020. I made a second payment of \$1,425 on October 7, 2020.
4. If BINT (LaShonda Moore and Marlon Moore or their BINT Admin Team) used our individual(s) and placed them on another board as a fire, then BINT will replace our individual(s) back to us to use as a fire. BINT referred to those individuals as a donation. If BINT takes an individual you referred who comes in as a fire, pays \$1,425 to join BINT, then they will give your referral(s) free fire(s) and/or individuals back. Basically, BINT took your fires and placed them on another board.
5. BINT also stated that if you were unsatisfied and would like a refund, you will receive a refund back of \$1,425 or whatever amount you paid if you have never been blessed (paid).
6. The process starts with a person in the fire, then the wind, then the earth, and then the water in which you are blessed out (paid) \$11,400. All payouts are based on the number of new members you get to join and make a financial contribution.
7. I referred two individuals to join BINT. BINT took my donations (individuals) and gave them to individuals in the community; and I never received my donations back (fires) nor the free fires which was promised to me when I joined.
8. BINT groups were told to join a sub-group under BINT to help our board(s) move to the water so we can be blessed out and/or break even of what we paid into the community, however that never happened.
9. I requested a refund of \$2,850 on November 30, 2020 from the BINT website. I received an email response stating "refunds will be given in the order in which received". I have not received my refund.

I declare that the foregoing is true and correct. Executed this 27th day of May, 2021 in Natchez, Mississippi.

Rosetta Fleming
ROSETTA FLEMING

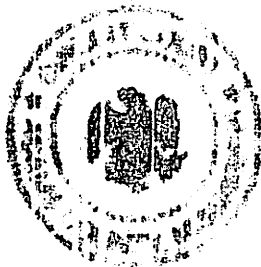
THE STATE OF MISSISSIPPI

COUNTY OF ADAMS

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority, by
ROSETTA FLEMING on this 27th day of May 2021 at
Natchez, Mississippi.

Marilyn Gordon

Notary Public in and for the
State of MS



CLERK OF THE DISTRICT COURT
J. A. Gordon, Clerk of the Court
Notary Public, State of Mississippi
Marilyn Gordon
Notary Public, State of Mississippi

EXHIBIT E

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

AFFIDAVIT OF CORNEKA JACKSON

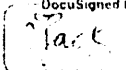
Before me, the undersigned authority, on this day, personally appeared by means of an interactive two-way audio and video communication Corneka Jackson, who proved herself to be the person whose name is subscribed hereon through her government issued card which contained her photograph and signature, and having been by me duly sworn upon her oath, deposes and states as follows:

1. My name is Corneka Jackson, I am over the age of eighteen years, I am of sound mind and capable of making this affidavit, I have personal knowledge of the facts set forth herein, and am able to swear, as I hereby do swear, that all facts and statements herein contained are true and correct.
2. I participated in what I would later discover to be a pyramid scheme on July 29, 2020 with Blessings in No Time, also known as BINT. I was informed by Marlon and LaShonda Moore, that if I invested an initial investment of \$1,400, I would receive a return profit of \$11,200 within nine days after joining.
3. In order to join BINT, I was required to attend a zoom call, sign up on BINT's website, and send my initial payment of \$1,400. After that I was told I would be placed on a board that goes through four cycles before receiving a payout.
4. I sent BINT \$4,200 in investments. Since joining I have paid \$4,250.00 to BINT through my bank account debit card.
5. I was informed, along with the group, that we would benefit by inviting others to join BINT. We were told that inviting people would move the boards faster. I invited multiple family members due to this statement by BINT. Initially, members would not have to recruit their first time through a board, pay administrative fees, and refunds would be available at any given time.
6. In October or November 2020, the founders announced that they would no longer be issuing refunds. Around December 2020, the founders claimed they would try to give members their initial investments.
7. I have not requested a refund. The owners claimed that they distributed refunds from a different account than what was used for initial investments and business expenses and that the refund account had run out of money. The owners also told members that they could recruit new members and use those new members' initial investments as a refund.

I declare that the foregoing is true and correct.

5/26/2021 12:15 PM PDT

Date

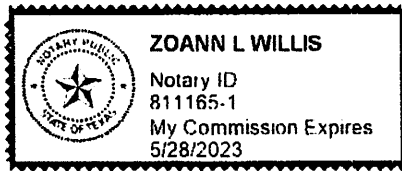
DocuSigned by

Corneka Jackson

Corneka Jackson

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

SUBSCRIBED AND SWORN to before me by means of an interactive two-way audio and video communication on 5/26/2021 1 4:47 PM CDT, by Cornelia Jackson. This notarial act was an online notarization.

Notary Seal



Digital Certificate

w/o bond

—Digitally Signed by:
Zoann L. Willis
—G:\256037\1A\445.

EXHIBIT F

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze



BINT UNIVERSITY

BINT

BIBLE

BINT LLC.2020

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ARTICLE II:

A. CODE OF CONDUCT

ARTICLE III:

A. STANDARD OPERATING PROCEDURES



MEMBERSHIP BYLAWS

1. CORRECT PROFILE CREATION

- A. ALL BINT MEMBERS MUST HAVE A FAMILY FRIENDLY/HEADSHOT PROFILE PICTURES
- B. ALL BINT MEMBERS FIRST NAME, MIDDLE INITIAL, LAST NAME

2. MINIMUM OF 3 BLESSING PLATFORMS

- A. YOU ARE RESPONSIBLE FOR YOUR OWN PLATFORM REGULATION. WE DO NOT OWN CASHAPP OR VENMO, ETC. WE CAN ADVISE ON SUGGESTIONS BUT ULTIMATELY THIS IS YOUR RESPONSIBILITY.
- B. DO NOT SEND THE WORD "BLESSING" OR "GIFT"

3. ALL BLESSING ARE TO BE RELEASED BY THE ALLOTTED SENDING DEADLINE (INCLUDING DELAYS)

4. ALL BINT MEMBERS MUST RESPOND TO ADMIN REQUESTS WITHIN 1 BUSINESS DAY.

ARTICLE I

MEMBERSHIP BYLAWS (CONT.)

5. ALL BINT MEMBERS MUST HELP TO BUILD THE COMMUNITY.

A. YOU MUST BE ABLE TO MAINTAIN EACH WIND BOARD PLACEMENT THAT YOU REQUEST.

-AND-

B. INVITE LIKE-MINDED INDIVIDUALS TO GROW COMMUNITY FIRE BANK.

6. THE COMMUNITY FIRE BANK WILL BE AVAILABLE FOR UTILIZATION BY THE BINT ADMINISTRATORS TO ENSURE THAT ALL BOARDS ARE ABLE TO SPLIT AND MOVE.

A. WE HAVE A GOAL OF MAKING SURE THAT ALL BOARDS WITHIN THE COMMUNITY ARE SPLIT. THEREFORE WHEN SPARKS ARE ADDED THEY MUST ALL GO INTO THE BINT UNIVERSITY UNLESS YOU ARE USING THEM FOR THE NEXT UPCOMING SPLIT. IF ONE OF YOUR FIRES ARE USED FROM THE BINT UNIVERSITY WE WILL ENSURE THAT YOU RECEIVE A REPLACEMENT FIRE WHEN YOU ARE IN THE WIND POSITION.

ARTICLE I

MEMBER BYLAWS (CONT.)

B. WE WILL REVIEW THE FIRE BANK ON A MONTHLY BASIS TO REVIEW WHO HAS DONATED FIRES TO THE COMMUNITY.

C. ANY SPARK THAT IS NOT GIVEN TO THE BINT UNIVERSITY MUST IMMEDIATELY BE USED AS A FIRE ON A BOARD THE NEXT UPCOMING BOARD.

YOU ARE RESPONSIBLE FOR MAKING SURE THAT ANY SPARK WHO DOES NOT GO TO THE BINT UNIVERSITY KNOWS THE POLICIES AND PROCEDURES OF THE BINT COMMUNITY. YOU ARE PERSONALLY RESPONSIBLE FOR KEEPING THEM INFORMED AND CAN BE HELD ACCOUNTABLE FOR ANY ADVERSE ACTIONS.

ARTICLE I

MEMBERSHIP BYLAWS (CONT.)

7. YOU ARE ONLY ALLOWED TO LINK 2 ACCOUNTS TO YOUR OWN. THIS IS INCLUSIVE OF:

- A. CHILDREN
- B. ELDER PARENT OR ANY RELATIVE.
- C. ALL IDENTIFIERS WILL BE PLACED NEXT TO THE PEOPLE THAT ARE BEING REPRESENTED. IF THE MEMBER IS A MINOR YOU WILL PLACE A (K) ON THE BOARDS FOR THEIR NAMES. IF THE MEMBER IS AN ADULT THEY WILL HAVE A (BM, WHICH STANDS FOR 'BINT MEMBER') ON THE BOARDS FOR THEIR NAME.
- D. LINKED PROFILES ARE NOT ALLOWED THE 2 FREE FIRES.
- E. FULL DISCLOSURE OF REPRESENTATION IS REQUIRED
- F. LINKED PROFILES ARE SUBJECT TO ANY DISCIPLINARY ACTION THAT THEIR REPRESENTATIVE RECEIVES AND VICE VERSA.

ARTICLE I

MEMBERSHIP BYLAWS (CONT.)

8. ADHERE TO THE BINT PRIVACY AGREEMENT

ABSOLUTELY NO POSTING ANYTHING BINT RELATED ON SOCIAL MEDIA REGARDLESS TO IF YOU SAY 'BINT' OR NOT.

9. ALL BINT MEMBERS MUST CHECK INTO THE COMMUNITY TWICE A DAY TO MAKE SURE THAT THEY ARE NOT MISSIG ANY IMPORTANT ANNOUNCEMENTS .

A. REMEMBER: THIS IS A COMMITMENT.

10. THE DEADLINE FOR BOARD FUNCTIONS AND REQUESTS IS 11:59 PM (CENTRAL TIME)

THE DAY AFTER THE BOARD DROPS.

A. ALL PROFILE UPDATES ARE TO BE SENT TO BINTAPP.COM

B. ALL BOARD CORRECTIONS MUST GO TO BINTAPP.COM ((NOT AN ADMIN)).

11. RANDOM SPOT CHECKS TO VERIFY SUSPICIOUS ACCOUNTS/MEMBERSHIPS WILL TAKE PLACE BY OUR QC DEPARTMENT.

A. IF A QC OFFICER CONTACTS YOU AND SCHEDULES A MANDATORY ACCOUNT SPOT CHECK AND YOU DO NOT COMPLY YOU WILL BE REMOVED FROM THE COMMUNITY.

MEMBERSHIP BYLAWS (CONT.)

12. ALL BINT MEMBERS MUST BE OF AFRICAN-AMERICAN DESCENT. ABSOLUTELY NO EXCEPTIONS!

13. DO NOT SPEAK ON BEHALF OF ANOTHER MEMBER (UNLESS YOU ARE A REPRESENTATIVE OF A LINKED ACCOUNT).

14. ALL BINT MEMBERS MUST FOLLOW THE CHAIN OF COMMAND

- A. YOUR SPONSOR
- B. ADMIN ROLES FOR YOUR BOARD POSITIONS
- C. EXCLUDED ADMIN TO CONTACT DIRECTLY AT ALL TIMES: JR ADMIN, EXECUTIVE ADMIN, CO-FOUNDERS.
- D. SUBMIT ANY ISSUES TO BINTAPP.COM FOR CORRECTIONS OR THE SUPPORT TAB FOR INFORMATION UPDATE.

CODE OF CONDUCT

1. VIOLATION OF MEMBERSHIP REQUIREMENTS COULD RESULT IN ANY OF THE FOLLOWING DISCIPLINARY ACTIONS IN COMBINATION:

- A. A WRITTEN AND/OR VERBAL WARNING
- B. 30 DAY SUSPENSION (REFUND OF CURRENT POSITIONS WILL BE GIVEN AND NO NEW BOARD PLACEMENTS FOR 30 DAYS)
- C. PERMANENT TERMINATION (REFUND COULD BE FORFEITED).
- D. FORFEITURE OF INITIAL INVESTMENT OR BLESSINGS SENT OR BLESSINGS TO BE RECEIVED.

CODE OF CONDUCT (CONT.)

2. AUTOMATIC TERMINATION ACTIONS: THE FOLLOWING ACTIONS WILL RESULT INTO IMMEDIATE TERMINATION WITH ZERO TOLERANCE:

- A. SOLICITING
- B. PRIVACY VIOLATIONS
- C. THEFT
- D. EXTORTION
- E. HARRASSMENT
- F. ENGAGEMENT IN CRIMINAL ACTIVITIES INSIDE OR OUTSIDE OF THE GROUP
- G. SOCIAL MEDIA POSTING
- H. ANY AND ALL ACTIONS OR WORDS INCLUDING BUT NOT LIMITED TO MISREPRESENTATION OR NEGATIVE REPRESENTATION THAT DOES NOT ALIGN WITH THE BINT CULTURE, VISION, OR MISSION.

CODE OF CONDUCT (CONT.)

3. NO COMMUNITY BANK/ SPARK SOLICITATION

(UNLESS IT IS YOUR PERSONAL SPARK WHICH YOU WILL ENROLL IMMEDIATELY).

4. INSUBORDINATION OR DISREGARD FOR POLICIES/PROCEDURES OF CHAIN OF COMMAND WILL RESULT IN ANY OF THE COMMUNITY DISCIPLINARY ACTIONS.

5. WATERS DO NOT REACH OUT TO FIRES FOR BLESSINGS.

6. SPOT CHECK VIOLATIONS CAN RESULT IN TERMINATION OR SUSPENSION.

7. AT LEAST ONE ADMIN MEMBER MUST BE APART OF PRIVATE SUB-GROUPS

(ANY UNKNOWN SUBGROUPS AND THE MEMBERS THAT ARE INVOLVED WITHOUT ADMIN REPRESENTATION COULD BE SUBJECT TO CODE OF CONDUCT VIOLATION ACTIONS).

ARTICLE II

CODE OF CONDUCT (CONT.)

8. NO MEMBERS ARE ALLOWED TO POST CONTENT IN THE MAIN FEED.

A. THE MAIN FEED IS FOR ADMIN ONLY INFORMATION UPDATE

9. IF YOU DONATE YOURSELF AS A FIRE YOU MUST HAVE THE FIRES TO SUPPORT THAT POSITION AS WELL.

10. BOARD RESPONSIBILITY

A. IF YOU PLACE YOURSELF ON A BOARD AND ARE NOT ABLE TO FULFILL THE BLESSING YOU MAY BE REMOVED OR SUSPENDED FROM THE COMMUNITY IF THE ACTION BECOMES RECURRENT.

11. YOU AND ALL OF YOUR SPARKS MUST BE AWARE OF ALL

POLICIES AND PROCEDURES AND COULD BE SUBJECT TO DISCIPLINARY ACTION IF THEY HAVE NOT COMPLETED ALL PRE-REQUIREMENTS PRIOR TO JOINING.

12. ALL IMMEDIATE FAMILY MEMBERS WILL BE REMOVED IF YOU ARE EVER TERMINATED FROM THE GROUP.

STANDARD OPERATING PROCEDURES

1. HOURS OF OPERATION ARE 9 A.M. - 9 P.M. CST.
2. ALL BOARD CORRECTIONS SUBMITTED TO BINTAPP.COM
3. BINT MEMBERS MAY RECEIVE A MAXIMUM OF 4 DONATED FIRES PER MONTH.
 - A. MAXIMUM RECEIVE 2 AT A TIME
 - B. \$700 FEE PER FIRE.
 - C. IF YOU HAVE A COMMUNITY BALANCE YOU MUST USE YOUR BALANCE FIRST OF DONATED FIRES.
 - D. BINT MEMBERS MAY CHARGE OTHER BINT MEMBERS TO BE THEIR FIRE. THE MAXIMUM AMOUNT TO CHARGES ANOTHER BINT MEMBER IS \$1400.00. ANYTHING ABOVE THIS AMOUNT WILL BE CONSIDERED EXTORTION.
 - E. NO BINT MEMBER IS ALLOWED TO CHARGE A COMMUNITY BANK SPARK (NEW MEMBER) TO BE A FIRE.
4. NO ZELLE BLESSINGS WITH THE FOLLOWING PLATFORMS:
 - A. CAPITAL ONE BANK
 - B. ALLY BANK

ARTICLE III

STANDARD OPERATING PROCEDURES (CONT.)

7. BOARD UPDATES ARE DUE BY 11:59 PM THE DAY AFTER THE POSTING OF A BOARD.
8. ALL BINT MEMBERS MUST READ EVERY POST IN THE MAIN FEED BY AN ADMIN MEMBER.
9. ALL BINT MEMBERS MUST RESPOND TO ALL ADMIN REQUESTS WITHIN ONE BUSINESS DAY.
10. ALL BINT MEMBERS MUST ATTEND MANDATORY MONTHLY MEMBERS ONLY MEETINGS.
11. EVERY MEMBER MUST PARTICIPATE IN FUSION WEEK.

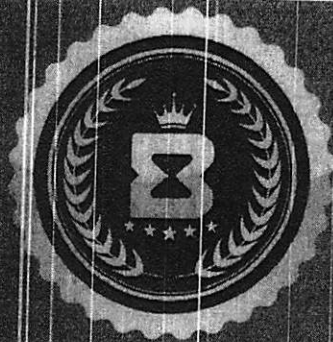


EXHIBIT G

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-284492

Received Date: April 27, 2021

CONSUMER INFORMATION

Primary Consumer:

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

United States

Consumer Contact Information:

RESPONDENT INFORMATION

Primary Respondent:

BINT LLC (Blessings in No Time)

Secondary Respondents:

Respondent Contact Person:

Respondent Address:

Denton County

United States

Respondent Contact Information:

Bu

COMPLAINT SUMMARY

Marlon & Lashonda Moore & staff of B.I.N.T. LLC, used deceit, celebrity connections, name dropping & the collective fear, grief & trauma that Americans were experiencing during & after the 2020 Spring/summer riots to scam over 8k Black people out of over \$40 million dollars. Blessings In No Time (BINT, LLC), was presented as a Godly, ALL-Black, socially conscious gifting community that came about on the tail-end of a lot of this past summer protest. They claimed that BINT was completely legal, they repeatedly said that they were not a sou sou or pyramid scheme, they said there is no way to lose money because guarantee. This was my first encounter with gifting circles, I am ashamed I believed them. I brought in 6 of my family members. BINT used all 6 people & said they would return "my fires" when I needed them to ensure that I was blessed out. That never happened. They took the people I was required to bring in them behind spots that were not mine. Total family loss = \$32K of that. I lost \$15,650 between my own spots & family I sponsored. It does not include the thousands of \$ we paid in required conceal** fees. We requested refunds in Oct/Nov & was told our refunds are being processed. They promised 7-10 business days for refunds, as of 3/4/21, still no refunds. Pay methods used: Cashapp, Venmo, Paypal, Zelle and cash USD. Why would I believe they would give a refund? I believed we'd get a refund due to the heavily documented refund guarantees from BINT founders & staff. Also the



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : [REDACTED]

Received Date: April 27, 2021

MULTIPLE \$11.4K Admin Fee spots across multiple boards that were paid to the BINT account. They told us those spots were for people who requested refunds and the Kill Code. They said they would pay out of their own pocket if the admin account couldn't pay all the refunds. "Kill code" - if the community was dying, they would shut everything down & make sure everyone at least broke even. I am sickened & sadden by this. I am embarrassed & ashamed that I believed their lies & promises. This has caused me to fall into a deep depression & has caused rifts in otherwise strong relationships. I have had trouble sleeping, trouble focusing on simple task because my mind has been pre-occupied with the fact that not only did I get scammed out of all of the money I had, I led other family members to BINT & they have been scammed as well. I am sickened that someone who claims to be an advocate for a community that already needs so much internal & external work would ruin so many lives. In these months & with a collective family loss of \$32k we've had deaths, births, illnesses & job losses. It has been devastating, this loss has been so devastating that at one point I considered suicide because I brought my family into this financial slaughter. I just want what they promised & guaranteed repeatedly. I pray my plea won't fall on deaf ears. I pray that all of the families that have been scammed by them will have peace with this when it's all is said & done. I am still striving to stay ahead of the depression & anxiety that have me thinking unsafe thoughts some time. I am in touch with my community Mental health counselor to help manage the depression. I filing this on behalf of myself & family sponsored: [REDACTED]

COMPLAINT DETAILS

First contact with business:

Other:

Solicitation in other language:

Transaction Place:

Other:

Contract Signed:

Amount Requested:

Amount Paid:

Method of Payment:

Payment Subtype:

Date of Payment:

Complained to Business: Yes

Date of Complaint:

Business Response: We requested refunds in Oct Nov & was told our refunds are being processed. They promised 7-10 business days for refunds, as of 3/4/21, still no refunds.

Contacted Another Agency or Private Attorney:

Name and Address of Agency:



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-284492

Received Date: April 27, 2021

Action Taken by Attorney:

COMPLAINT INFORMATION

CGS Analyst: isabel.rivas@oag.texas.gov

CPD Region: Dallas

Complaint Source: Paper

EXHIBIT H

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

VERIFICATION

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, on this day personally appeared the below named affiant, who, after being duly sworn, stated under oath:

1. My name is Daniella Hill. I am competent and authorized to make this verification on behalf of the State of Texas, Plaintiff in this action.
2. I am an Investigator for the Consumer Protection Division of the Texas Attorney General's Office.
3. I have read the Factual Allegations contained in Paragraphs 17 through 32 of the foregoing Plaintiff's Original Petition and Application for Ex Parte Temporary Restraining Order and Temporary and Permanent Injunction and I have reason to believe that each statement of fact in those paragraphs is credibly and reliably true and correct, are matters observed pursuant to a legal duty to report, are factual findings resulting from an investigation made pursuant to authority granted by law, or are matters of records, reports, statements, or a data compilations of a public office (The Texas Attorney General's Office) setting forth the activities of the office (a compilation of the consumer complaints filed against Defendants with the Texas AG's Office showing a total of 193 complaints with a total of \$706, 523.61 dollars owed to these 193 complaining victims of BINT - monies which have not been refunded by Defendants as promised - according to the consumers' complaints).
4. I believe that if the Court notifies BINT Operations LLC, Lashonda Moore or Marlon Moore before considering and granting the State's Application for Temporary Restraining Order with Asset Freeze, one or more of the Defendants will hide, remove, withdraw, spend, transfer or dissipate assets they have acquired from victims of their Blessings in No Time pyramid promotional scheme and that those funds would then be forever unrecoverable by the victims of Defendants' scheme.
5. I also believe that, if any Defendant receives advance notice before the Court enters a Temporary Restraining Order with Asset Freeze as requested by the State in this matter, Defendants will hide or remove assets related to this matter in a way that those may not be recoverable in the future including by means such as crypto-currency and the use of aliases to hide funds acquired from victims of Defendants' pyramid scheme.
6. I also believe that if the Defendants are notified before the Court hears or grants

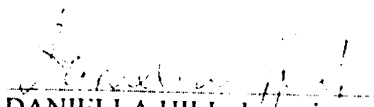
this Application for a Temporary Restraining Order with Asset freeze, Defendants will hide or destroy relevant records needed to assist in the recovery and return of funds acquired from victims of Defendants' promotion of their Blessings in No Time (BINT Operations) pyramid scheme. I likewise believe Defendants will move, hide and transfer even more of the assets the Texas Attorney General's Office is seeking the Court to Freeze (the assets Defendants have acquired through the conduct alleged in Paragraphs 17 through 32 of the foregoing Plaintiff's Original Petition and Application for Ex Parte Temporary Restraining Order and Temporary and Permanent Injunction) and thereby undermine or impair the Court's power to grant relief because the subject matter of the requested asset freeze could be compromised or removed, secreted, or destroyed, if prior notice is provided to Defendants.

7. This verification is further based on the information affiant has learned and observed in the course of investigating Defendants' Blessing in No Time pyramid scheme including:

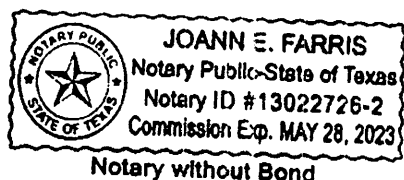
- a. Affiant's personal interviews of victims/members of Defendants' "Blessings in No Time" (BINT) pyramid scheme;
- b. My personal review of many recorded Zoom meeting videos hosted by Defendants for member/victims of Defendants' "Blessings in No Time" pyramid scheme – I obtained some of these videos from Bandapp, some from the BINT victim website www.BINTSCAM.com, some recordings of such videos provided to the Texas Attorney General's Office directly by multiple victims/members of the BINT pyramid schemes;
- c. My personal review of consumer complaints filed with the Texas Attorney General's Office against Defendants regarding Defendants' BINT pyramid scheme;
- d. My personal review of information provided to the Texas Attorney General's Office in response to a Civil Investigative Demand issued in the course of this investigation;
- e. Information provided to the Texas Attorney General by other sources such as the Georgia Attorney General's Office;
- f. Records I obtained and personally reviewed from other sources such as Denton County and the Texas Secretary of State;
- g. The records I have reviewed include bank records of Defendant Lashonda Moore showing deposits from BINT Operations LLC, and dissipation of those assets as well a transaction related to a crypto-currency;
- h. My personal review of the BINT Bible and BINT Membership Handbook;

i. My personal review of publicly available information for BINT Operations LLC, Marlon D. Maiden aka Marlon Moore and Lashonda Conley aka Lashonda Moore: and

j. My personal review of social media belonging to Lashonda Moore, Marlon Moore and BINT Operations LLC.


DANIELLA HILL, Investigator
Affiant

SUBSCRIBED AND SWORN TO before me, on the 10th day of June, 2021, to certify which witness my hand and official seal.




Notary Public in and for the State of Texas

EXHIBIT I

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze

BINT

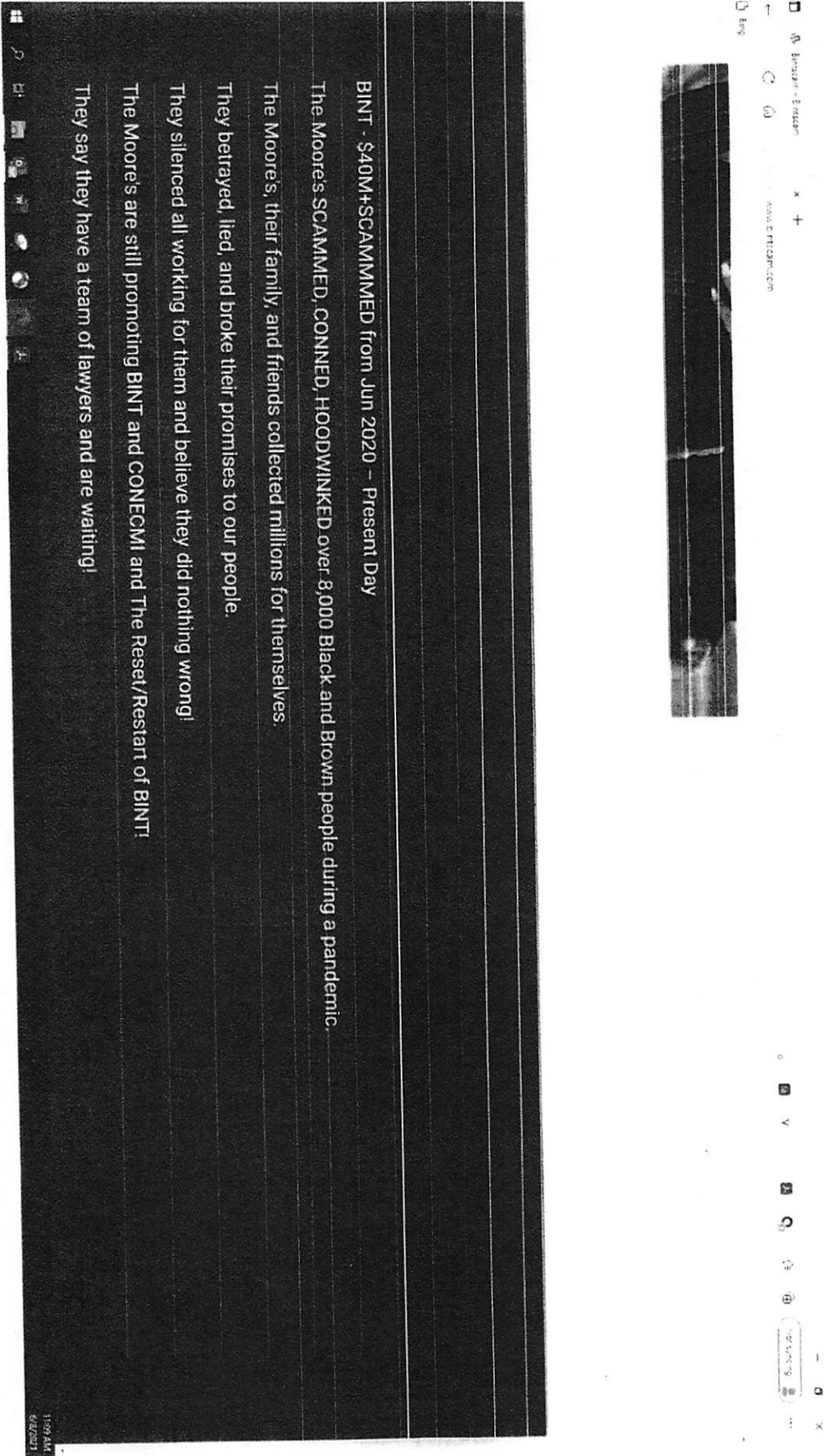
(Blessings In No Time)

REPORT THE MOORES



The Moore's aka The Founders

Celebrity DJ Marlon D. Moore (aka Marlon D. Maiken
DJ ASAP ASAP the Mogul) and LaShonda S. Moore
(TX Real Estate Agent with 5th Stream Realty) started
the BINT Blessing community (soul son)



About Us



Before starting the presentation, the Moore's explained that they are a private community and an all-black community especially and specifically created for us. At the start of the presentation, Lashonda Moore explained the concept of BINT and dismissed any thought of it being a scam. She established that BINT was not like other groups we may have heard about but a microeconomy and link funding community. They explained their blessing circle concept.

Public people into the circle. No one would lose money if they joined blessed in and a refund would be granted anytime because a built-in plan had been structured. The blessings they said were legal with the IRS Tax code. The Moore's offered a guarantee urging us by saying, "You won't lose your money with us, invite your family and friends to the Zoom." The Moore's even offered help, stating that if a member didn't have a minimum of 2 family/friends (new fires) to invite, they would give you your first two fires at no. All one had to do was to bless in at \$1400 for a spot and when blessed out, will receive \$11,260 within 7 to 10 days, depending on when the Moore's split the boards (blessings).

The Moore's touted us with their celebrity status, who they knew in the industry and the types of professionals in the community such as doctors, lawyers, nurses, educators, military, agents, and people who worked for the FBI, IRS, and their team of lawyers.

With immense confidence, they reassured us all saying, "You have nothing to worry about with BINT."

July 2020, BINT membership grew exponentially. Thousands of people had blessed in and blessed out. Those who joined initially in June 2020, majorly the Moore's family and friends, received numerous blessings making what we now believe were millions of dollars. The Moore's and their team of administrators controlled everything and completed the boards by hand, publishing them weekly.

and friends, received numerous blessings, making what we now believe were millions of dollars. The Moore's, and their team of administrators controlled everything and controlled the boards by hand, publishing them weekly.

With membership now in the thousands, the Moore's decided to move to the BAND app. They explained that this was to cut the cost of zoom subscriptions and efficiently communicate with the growing group, having the community's best interest at heart. With the growth, the Moore's realized they needed to automate most processes. They introduced Nehemiah Thompson, a developer, and his software app, Concern.

In August 2020, BINI continued to accept membership in the BINI central community BINI waiting room, and BINI University out stopped releasing boards. The Moore's informed us that each person would be required to pay a monthly Concern subscription fee of \$85. They promised that once the software and app were up and running, they could split the boards with a "click of a button." They urged us to subscribe, saying \$85 was a nominal fee compared to the blessing of \$11,400.

BINI sub-group chats with BINI administrators governing each group was created in the BAND to help ease communication with all the members. The Moore's announced that BINI was now a software company. They published rules for the community, known as the BINI BIBLE, which included how to request a refund and other stringent policies. If anyone violated their rules, the violator would be "kicked out" of the community and it ended out, they may receive a refund of \$85.

Some September 2020, the community began to ask questions, when access to Concern, all the boards, including the thousands of boards the Moore's used, family and friends, and their affairs were being released out. This revealed a new, unexposed size of the community, including the number of people waiting to get on board the squares and family members, and friends who were forced to sign up to board. A threat of knowledge, this new information to be a major revelation of disclosed things. Members believed that the Moore's played people where they deemed necessary, to benefit themselves, however, and queries were answered because the Moore's controlled the narrative, the community BINI Band and the subgroups. The Moore's threw blame on to the community for stalled boards, greed, and insinuated that certain individuals were making fear in the community and then forbade us from communicating with each other by deactivating our IDs, monitoring group chats. Once they suspected anyone was negative and against them, they would quickly deactivate their accounts.

Some sub group chats started their blessing groups. The Moores had spies in the unapproved sub group blessing circles and became confrontational threatening and challenging to the community. If a member was found amongst the unapproved blessing group they were immediately kicked out of BINT. The Moores started charging community members if they needed fires, \$700 per fire earning the Moores a third source of income.

November 2020, the Moore's tried to deflect from the truth by creating 35 BINT Subgroups and BINTs. Giving platforms. During that time, the Moore's continued to take enormous loans, throw lavish parties, and buy expensive gifts for each other.

December 2000. The Moores celebrated Christmas as BNTs Xmas and while still vacationing, announced a restart for Jan 2021.

As January 2021 drew near, BINI Scam was announced. The purpose of the BINI scam is to assist the people in the BINI community who were cheated, receive their refunds as promised by the victims. Through BINI blessings, The Victims generated approximately \$40M and Benjamin Thompson received roughly \$5M in Commissions.

As of February 2021, the Moores and Mr. Thompson became unreachable by phone and private social media pages. The Moore's silenced all working for them! They believe

challenging to the community. If a member were found amongst the unapproved Blessing group, they were immediately kicked out of BINT. The Moore's started charging community members if they needed free. \$700 per fun, earning the Moore's third source of income.

November 2020 the Moore's tried to deflect from the truth by creating 35 BINT Subgroups and BINT's Giving platforms. During that time the Moore's continued to take luxurious trips, throw lavish parties, and buy expensive gifts for each other.

In December 2020 The Moore's celebrated Christmas as BINT's Xmas and, while still vacationing, announced a restart for Jan 2021.

As January 2021 drew near BINT Scam was announced. The purpose of the BINT scam is to assist the people in the BINT community who were cheated, receive their refunds as promised by the Moore's. Through BINT blessings, The Moore's generated approximately \$40M and Nehemiah Thompson received roughly \$5M in Commission fees.

As of February 2021 the Moore's and Mr. Thompson became unreachable by phone and private social media pages. The Moore's silenced all working for them! They believe they did nothing wrong and are saying they have no feelings! The Moore's continue to portray themselves as the victims and still promote BINT and BINT's GMP and The Blessing Request.

The Moore's say they have a team of lawyers and are winning. The Moore's say BINT will be a

The Moore's continued blessings for BINT's employees, Mr. Thompson, 58, and 2 sons. Thompson had BINT's 4th year, selling BINT's own number of products for their

EXHIBIT J

State of Texas v. BINT OPERATIONS LLC d/b/a Blessings in No Time et al
Plaintiff's Original Petition and Application for Ex Part TRO with Asset Freeze



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Staging Number: [REDACTED]

Created Date: November 13, 2020

CONSUMER INFORMATION (INDIVIDUAL)

Primary Consumer:

Home Phone:

Contact Person:

Cell Phone:

Address:

Work Phone:

Fax:

Email:

RESPONDENT INFORMATION (BUSINESS)

Primary Respondent:

Phone:

BINT, LLC

Email:

Contact Person:

Lashonda Moore

Address:

Website:

Unk Unk TX 75001 Dallas United States

BINTAPP.COM

COMPLAINT SUMMARY

I am seeking assistance on a matter I willingly signed up for under the clear understanding of refunds being honored upon request at anytime. I was invited by my cousin Shawanda Almond to assist her with movement payment on her board/position with this invite only community. Before I was allowed to help her the following occurred... I signed up with a "link funding organization" by the name of BINT, LLC back on July 17, 2020. Shortly after being accepted the organization asked for volunteers to help other link funding members (not my cousin). I signed the list and processed a payment in the amount of \$1,400 on July 30th. Shortly thereafter, an administrator reached out to me asking if I can help another member (still not my cousin) I said yes and processed another payment in the amount of \$1,400 on August 5th. The co-founders made an announcement advising until we have additional members or support from our current members we are at a stall in movement of board activity. Another administrator ask me personally to bless yet another link funding member. I proceeded another payment in the amount of \$1,425 on September 18th. Lastly, another request for link funding members to please assist other members again, I proceeded one last payment in the amount of \$1,425 on September 29th!!!! As you can see I have blessed other members of this community a total of \$5,650 and still was not allowed to assist my cousin. I have been unemployed since early this year I took my pension and placed it in a community that advised from the start they GUARANTEED MONEY BACK AT ANYTIME. On the 8th of October I submitted my request for a refund on two of my payments because the boards were not moving. I was advised, because I requested refunds on two of my payments they said I would be removed from the community. I clarified I was just requesting refunds on two of my blessings, the co-founder herself said no, we'll just refund you ALL of your money. When that was done, my advanced spots were taken and the co-founders placed themselves in those positions. In addition, we had to pay system fees each month in the amount of \$85 that's was understood none refundable. At this point I'm just trying to get back what was promised to me on the 8th of October, that was a total refund of \$5,650. I am unable to communicate with anyone with BINT, LLC because I was removed from the community (with no access to admin.). I've texted Mr. and Mrs. Moore (founder and co-founder) about my concern regarding my refund at [REDACTED] and [REDACTED] to check on the status but I have not been successful.



KEN PAXTON

ATTORNEY GENERAL OF TEXAS

I'm not speaking bad about the community but I do want my refund as promised. I would not have never invested my pension if there was not a percent money back guarantee. Thanking you in advance for your time and I look forward to hearing back from someone soon.

COMPLAINT DETAILS

First Contact with Business: Other

Other: My cousin invited me to this invitation only community

Solicitation in Other Language: N/A

Transaction Place: Other

Other: Processed payment from my bank account

Transaction Date: Fri Jul 17 00:00:00 GMT 2020

Contract Signed: No

Amount Requested: 1400.00

Amount Paid: 5650.00

Method of Payment: OTHER

Payment Sub Type: Other Payment Method (Note in Comments)

Date of Payment: Fri Jul 17 00:00:00 GMT 2020

Complained to Business: Yes

Date of Complaint: Thu Oct 08 00:00:00 GMT 2020

Business Response: Lashonda Moore advised she will process a full refund in the amount of \$5,650.

Contacted Another Agency/Attorney: No

Name and Address of Agency/Attorney:

Action Taken by Agency/Attorney:

STAGING INFORMATION

Complaint Source: Web

Spanish Call: No

CPD Region: Dallas

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Sandra Mahone on behalf of Robert Robinson

Bar No. 794545

sandy.mahone@oag.texas.gov

Envelope ID: 54296919

Status as of 6/10/2021 2:25 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
robert crobinson		robert.robinson@oag.texas.gov	6/10/2021 1:22:44 PM	SENT
sandy mahone		sandy.mahone@oag.texas.gov	6/10/2021 1:22:44 PM	SENT
Sue Jennings		sue.jennings@oag.texas.gov	6/10/2021 1:22:44 PM	SENT