

MARIEKE SLIK

Plaintiff,

v.

SURROGACY ESCROW ACCOUNT
MANAGEMENT, LLC d/b/a SEAM, LLC,
DOMINIQUE SIDE a/k/a DOMINIQUE Q.
HAWKINS a/k/a DOMINIQUE QURAN,
INDIVIDUALLY, LIFE ESCROW, LLC, AND
ANTHONY HALL, INDIVIDUALLY.

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

80th JUDICIAL DISTRICT

**PLAINTIFF’S FIRST AMENDED VERIFIED ORIGINAL PETITION WITH
APPLICATION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND
TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, MARIEKE SLIK (“Plaintiff”), and files this her First Amended Verified Original Petition with Application for Ex Parte Temporary Restraining Order and Temporary Inindividually (t SURROGACY ESCROW ACCOUNT MANAGEMENT, LLC d/b/a SEAM, LLC, DOMINIQUE SIDE a/k/a DOMINIQUE Q. HAWKINS a/k/a DOMINIQUE QURAN, individually, LIFE ESCROW, LLC, ANTHONY HALL, individually, VEGSIDE MKT, LLC, VGN BAE MUSIC GROUP, INC., VGN BAE, LLC, CRESTLINE PROPERTY INVESTMENTS, LLC f/k/a VGN BAE PROPERTIES, LLC, 7800 AMELIA, L.P., NIKKI GREEN, LLC, FREDRICK DENSON, individually, KEVIN YANCY, individually and d/b/a TURNER YANCY INVESTMENTS, and CHRISTOPHER THOMPSON, individually (collectively referred to as “Defendants”), and in support thereof will respectfully show this Court the following:

I. Discovery Level

1. Discovery in this case is intended to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

II. Claim for Relief

2. Plaintiff seeks monetary relief of more than \$100,000.00 but less than \$1,000,000.00.

Plaintiffs reserve the right to amend their claims for monetary relief.

III. Parties

3. Plaintiff, MARIEKE SLIK (“Slik”), is an individual residing in Harris County, Texas.

4. Defendant, SURROGACY ESCROW ACCOUNT MANAGEMENT, LLC d/b/a SEAM, LLC, is a Texas limited liability company, whose principal office is located in Harris County, Texas, that may be served with process by way of its registered agent, Dominique Q. Side at 7800 Amelia Road, Houston, Texas 77055, or wherever she may be found.

5. Defendant, DOMINIQUE SIDE a/k/a DOMINIQUE Q. HAWKINS a/k/a DOMINIQUE QURAN, individually, and d/b/a 7800 AMELIA STUDIOS and 2061 RECORDS, is an individual residing in Harris County, Texas, who may be served at her last known address, which is 7800 Amelia Road, Houston, Texas 77055, or wherever she may be found. The last three digits of Dominique’s social security number are 606.

6. Defendant, LIFE ESCROW, LLC (“Life Escrow”), is a newly formed Texas limited liability company, whose principal office is located in Harris County, Texas, that may be served with process by way of its registered agent, Republic Registered Agent, Inc., whose address for service of process is 17350 State Hwy 249, Suite 220, Houston Texas 77064, or wherever it may be found.

7. Defendant, ANTHONY HALL, individually and d/b/a 7800 AMELIA STUDIOS and 2061 RECORDS is an individual residing in Harris County, Texas who may be served at his last known address, which is 7800 Amelia Road, Houston, Texas 77055, or wherever he may be found. Anthony Hall’s date of birth is January 22, 1982.

8. Defendant, VGN BAE MUSIC GROUP, INC., is a Texas for-profit corporation whose principal office is located in Harris County, Texas. Vgn Bae Music Group, Inc. may be served with

process by way of its registered agent, Republic Registered Agent, Inc., whose address for service of process is 17350 State Hwy 249, Suite 220, Houston Texas 77064, or wherever it may be found.

9. Defendant, VGN BAE, LLC, is a Texas limited liability company, whose principal office is located in Harris County, Texas. Vgn Bae, LLC may be served with process by way of its registered agent, Legalinc Corporate Services, Inc., whose address for service of process is 10601 Clarence Drive Suite 250, Frisco, Texas 75033, or wherever it may be found.

10. Defendant, CRESTLINE PROPERTY INVESTMENTS, LLC f/k/a VGN BAE PROPERTIES, LLC (“Vgn Bae Properties”), is a Texas limited liability company, whose principal office is located in Harris County, Texas. Vgn Bae Properties may be served with process by way of its registered agent, Republic Registered Agent, Inc., whose address for service of process is 17350 State Hwy 249, Suite 220, Houston Texas 77064, or wherever it may be found.

11. Defendant, 7800 AMELIA, L.P., is a limited partnership whose principal place of business is in Harris County, Texas. 7800 Amelia, L.P. may be served with process by way of its registered agent, Daniel Ellison, whose address for service of process is 1830 Johanna Drive, Houston, Texas 77055, or wherever he may be found.

12. Defendant, NIKKI GREEN, LLC, is a limited liability company, whose principal place of business is located at 1250 S. Los Angeles Street, Suite 215, Los Angeles, California 90015. Nikki Green, LLC may be served with process by way of its registered agent, Republic Registered Agent, Inc., whose address for service of process is 17350 State Hwy 249, Suite 220, Houston Texas 77064, or wherever it may be found.

13. Defendant, FREDRICK DENSON, is an individual residing in Travis County, Texas who may be served at his last known address, which is 3211 Breeze Terrace, Austin Texas 78722, or wherever he may be found.

14. Defendant, KEVIN YANCY, individually and d/b/a TURNER YANCY INVESTMENTS, is an individual residing in Galveston County, Texas who may be served at his last

known address, which is 1302 11th Street N, Texas City, Texas 77590, or wherever he may be found.

15. Defendant, CHRISTOPHER THOMPSON, is an individual residing in Los Angeles, California, who may be served at his last known address, which is 7737 Hollywood Blvd, Los Angeles, California 90046, or wherever he may be found.

IV. Venue

16. Venue is proper in Harris County, Texas. Specifically, venue is proper in this county under the general venue rule because all or a substantial part of the events or omissions occurred in Harris County, Texas.

V. Background Facts

The Surrogacy Escrow Scam

17. Defendant, SEAM, LLC (“SEAM”), is a company that claims to provide ‘surrogacy escrow account management services’ to families and their gestational carriers, called surrogates. In reality, SEAM and its owner, Dominique Side (“Dominique”), have lured families and their surrogates into entering into a fiduciary relationship with SEAM so they could *steal* their escrow funds for the benefit of Dominique and the other Defendants, as part of an elaborate Surrogacy Escrow Scam.

18. As part of a *typical* surrogacy agreement, the couple – referred to in the surrogacy industry as intended parents (“Intended Parents”) – are required to deposit the funds needed to compensate the surrogate and to pay for the surrogate’s medical expenses and other related surrogacy fees into an escrow account that is managed by an escrow management company. The escrow management company is then responsible for holding the funds, reviewing the surrogate’s expenses, and disbursing the escrow funds in accordance with the terms of the surrogacy agreement. For these services, the escrow management company charges a flat rate of around \$1,250.00 (“Service Fee”). That amount is paid as soon as they receive the Intended Parents’ escrow funds. The rest of the escrow funds are reserved for the surrogate or returned to the Intended Parents once the surrogacy agreement has been fulfilled. The escrow funds are not to be considered an asset of the escrow management

company, as the company is never entitled to take ownership of the funds. At all times, they have a *fiduciary* duty to the Intended Parents to hold and protect the escrow funds and to only distribute the escrow funds, as agreed.

19. In the present case, SEAM claimed to understand its fiduciary duties and its important role in the surrogacy process. On its website, SEAM claims to value integrity, transparency, and compassion:

**We offer Escrow Management Designed Just For
Third-Party Reproduction Agreements**

An escrow account is a bank account that comes with a person who helps you pay your bills and keep track of spending. The benefit of having an escrow with surrogacy is that the hard work falls on us. We verify all the expenses that leave the account and ensure they are allowable in your Gestational or Donor Agreement.

Managing payments, approving expenses, and deciphering payment schedules written in legalese is a lot for anyone to undertake, especially when you're dealing with all the other pressures of third-party reproduction. We offer efficient and responsive escrow account management services tailored specifically for surrogacy and egg donation arrangements.

At SEAM, we manage your egg donation or surrogacy funds for you so you can focus on what matters most: bringing home a happy, healthy baby.

20. However, none of these representations have turned out to be accurate. Records reveal that SEAM, Dominique and their other Defendants have been methodically transferring the Intended Parents' escrow funds out of SEAM's bank accounts for their own personal use, *for years*. As a result, hundreds of families are unable to financially assist their surrogates or ensure the safe delivery of their babies. What's more, hundreds of surrogates throughout the country – many of which are pregnant with a child that does not belong to them – are left with no way to pay for the prenatal care that is vital to any healthy pregnancy. A private Facebook group called "SEAM breach," which includes more than 800 families that have been defrauded by the SEAM and Dominique, accounts for more than \$16 Million in escrow funds that appear to have vanished. On June 14, 2024, SEAM and Dominique announced that SEAM had shut down operations, leaving the Intended Parents and their surrogates with nothing but unanswered questions. *Defendants' actions are nothing short of evil.*

Plaintiff is just one of hundreds of Intended Parents scammed by SEAM

21. Plaintiff and her husband are victims of SEAM's surrogacy escrow scam.

22. After being unable to carry a child of her own, Plaintiff and her husband retained Paying It Forward Surrogacy, LLC (“PIF”) to match them with a suitable surrogate and to facilitate the surrogacy process.

23. In late 2023, PIF matched Plaintiff and her husband with a suitable surrogate. After making the match, PIF arranged for Plaintiff and the surrogate to enter into a Gestational Agreement. Per the Gestational Agreement, Plaintiff was required to deposit the fees associated with the surrogacy process (“Client Trust Funds”) into an independent escrow account with an escrow agent.

24. Plaintiff and her husband entered into an Escrow Account Agreement with SEAM (“Escrow Agreement”). A copy of the Escrow Agreement is attached as “**Exhibit A.**” SEAM instructed Plaintiff and her husband to remit their escrow funds to a bank account held at Capital One, N.A. with an account number ending in -1928 (“Escrow Account”). Since December 14, 2023, Plaintiff and her husband have deposited \$61,250.00 into the Escrow Account. SEAM represented to Plaintiff and her husband that it would maintain a transaction history that would reflect each and every disbursement from the Escrow Account. Everything appeared to be running smoothly....

25. However, on or about June 4, 2024, Plaintiff received the following notification:

Please accept our sincere apologies regarding recent payment delays.

We are addressing some significant issues with our bank that have affected our payment processing over the past month. Several unauthorized ACH drafts were taken from our payment account over the past month, which we have been working with our bank to resolve. Consequently, all transactions are currently on hold according to banking protocol. Our bank, Capital One, has set up new accounts for us to ensure the security and integrity of our financial operations. (As of 6/4/24 we have updated our deposit instructions to reflect the new Deposits Account number.)

As a result of these issues, there have been delays in processing payments. We sincerely apologize for any inconvenience this has already caused or may cause and appreciate your continued patience and understanding. Rest assured that we are doing everything possible to resolve this issue swiftly and minimize further disruptions.

Thank you for your patience.

Dominique Side
Owner/Director

The notification is signed by Dominique. SEAM informed the Intended Parents, including Plaintiff, that Capital One, N.A. had set up a new escrow account to “ensure the security and integrity of our

financial operations.”

26. A week later, Plaintiffs received an update from SEAM that appeared to confirm that the disbursements would be processed soon:

Dear SEAM clients and agency partners,

We are writing to update you on the current status of our Capital One accounts and our recent inability to process payments.

We are pleased to inform you that our new accounts are officially established, and ACH services are in the process of being restored. All the timeframes we have provided to you are estimates from Capital One, and we are awaiting the restoration of services as anxiously as you are. Capital One will also provide a letter asserting that no one's personal information has been compromised, which we will distribute to everyone.

For those who did not see the post on the client portal notifying everyone of the situation, this may be the first time you're hearing about this issue.

Recently, we experienced fraudulent ACH charges, prompting Capital One to freeze our previous account and terminate ACH services during the scheduled payments at the beginning of the month. Payments were processed as usual prior to their payout dates, which is why your statement may indicate a payment was made even though you have not received it, and the balance reflects that payment. Unfortunately, there was no way for us to anticipate this outcome or notify anyone before this action was taken. Some payments were able to go through before the accounts were frozen. We are currently waiting on a report from the bank outlining which scheduled payments did not go through so that we can update your statements accordingly.

27. On June 14, 2024, SEAM and Dominique sent an email to the Intended Parents informing them that: “Due to legal action all operations have been placed on hold. At this time, I am unable to provide further details regarding this matter.” Thereafter, SEAM claimed that, although none of its staff had been implicated in any “wrongdoing,” they no longer worked for SEAM.

28. Since June 14, 2024, SEAM began sending out an automated email response to any inquiries that states:

My sincerest apologies for the non-responsiveness.

My company and I have been noticed that we are subject to an active investigation by federal authorities.

Under advice of counsel, I am not permitted to respond to any inquiries regarding the investigation.

Please be kindly advised that the investigation involves only me, as an individual, and SEAM, as a single-member entity.

Regards,
Dominique

Dominique Side
SEAM, LLC

On June 17, 2024, Dominique informed Capital One, N.A. that she wanted to close all of SEAM's bank accounts.

“At this point, I would like to shut down everything. The whole process ignited a fire that I can't extinguish so I will not longer have a use for those funds.”

The evidence shows that SEAM misappropriated *MILLIONS* of its clients' escrow funds.

29. For years, SEAM has been systematically misappropriating millions of Intended Parents' escrow funds to wrongfully enrich Dominique and her business partners, Anthony Hall (“Hall”), Fredrick Denson (“Denson”), and Kevin Yancy (“Yancy”).¹ The escrow funds also wrongfully enriched the music studio started by Dominique and Hall in 2022 called Vgn Bae Music Group, Inc. d/b/a Vgn Bae Studios (“Vgn Bae Studios”), and a real estate investment company started by Dominique and Hall called Vgn Bae Properties, LLC (“Vgn Bae Properties”). Records reveal that SEAM transferred the escrow funds to each Defendant, as outlined below:

Transfers used to fund Dominique's music influencer persona

30. Bank records show that Dominique transferred more than \$2.2 Million of the Intended Parents' escrow funds to bankroll her music career as “Dom,” a racy rap and R&B singer and music producer. The escrow funds were used to create Dom's music videos and social media content. The escrow funds to fund Dominique's lavish trips all over the world and to purchase designer clothing and luxury vehicles. Dominique even used the escrow funds to pay for her membership to the *Soho House*, which is an exclusive club for celebrities in the music industry. Dominique's social media accounts have been cluttered with videos of her showcasing her expensive lifestyle. She, of course, never told Dom's social media ‘followers’ that everything she had was because she stole money from innocent families that she had *conned* into trusting her.

Transfers for the benefit of Vgn Bae Studios

31. Bank records also show that SEAM transferred more than \$6.2 Million of the Intended

Parents escrow funds to finance Dominique and Hall’s music studio, Vgn Bae Studios. Upon information and belief, the music equipment and other fixtures in the studio space is worth between \$700,000.00 and \$1,300,000.00. SEAM also paid \$21,000.00 per month to rent the building that houses the music studio from Defendant, 7800 Amelia, L.P. 7800 Amelia, L.P. recently listed the building for sale for \$3.5 Million. A copy of the real estate listing is attached as “**Exhibit B.**” The real estate listing advertises that much of the music equipment and fixtures purchased with the Intended Parents’ escrow funds will be sold with the building. *Id.*

Transfers made to purchase real estate

32. Records also show that SEAM also used the Intended Parents’ escrow funds to invest in real estate. In 2019, SEAM purchased a five-acre tract of land in Houston worth at least \$575,000.00 (“Five Acre Tract”). In 2023, SEAM’s escrow funds were used to build a custom home in New Orleans worth about \$300,000.00. It also appears the escrow funds were used to purchase real estate located at 6712 Winton Street, Houston, Texas 77021 (“Winton Property”) in the name of Defendant, Vgn Bae Properties, LLC. According to Harris County Appraisal District, the Winton Property is worth at least \$433,000.00.

Transfers to Nikki Green, LLC

33. Bank records also show that SEAM transferred a significant amount of the Intended Parents’ escrow funds to Defendant, Nikki Green, LLC (“Nikki Green, LLC”), a designer clothing company owned by Dominique, Hall, and Defendant, Christopher Thompson (“Thompson”). In October of 2023, Nikki Green, LLC showcased its clothing line at a Fashion Week in Las Vegas, Nevada. Upon information and belief, the apparel showcased, and all expenses incurred by Nikki Green, LLC, were funded with the Intended Parents escrow funds.

Transfers to Fredrick Denson

34. Fredrick Denson – the original owner of SEAM until 2017 – appears to have received

¹ As discovery is ongoing, Plaintiff reserves the right to amend this list of co-conspirators.

more than \$750,000.00 of the Intended Parents escrow funds as a *kickback* based on the amount of escrow funds SEAM receives every month. It is mathematically impossible that the payments to Denson were taken from the Service Fees alone. Furthermore, upon information and belief, none of the Intended Parents authorized any of those transfers to Denson. Likewise, SEAM did not inform the Intended Parents that a portion of their escrow funds would be used to pay kickbacks to Denson.

Transfers to Anthony Hall

35. Hall also received direct transfers of the Intended Parents' escrow funds of at least \$100,000.00. Additionally, on June 14, 2024, SEAM conveyed the Five Acre Tract, which is worth around \$575,00.00 to Hall for \$10.00. A copy of the Texas General Warranty Deed is attached as "**Exhibit C.**" On June 17, 2024, Dominique informed Capital One, N.A. that she is no longer associated with Vgn Bae and that Anthony Hall had become the sole owner of Vgn Bae Studios.

Transfers to Kevin Yancy d/b/a Turner Yancy Investments

36. On or about May 14, 2024, Defendant, Kevin Yancy, individually and d/b/a Turner Yancy Investments ("Yancy") received direct transfer of the Intended Parents' escrow funds of at least \$10,000.00.

Transfers to several hard money lenders

37. Public filings show that, in January of 2024, SEAM pledged \$69,500.00 of the Intended Parents' escrow funds to Pearl Delta Funding, LLC in exchange for an upfront payment of \$48,250.00 in cash. As soon as Pearl Delta Funding, LLC deposited the payment into SEAM's operating account, it was withdrawn to pay Dominique's AMEX card.

38. According to public filings, in May of 2024, SEAM pledged \$975,000.00 of the Intended Parents' escrow funds to an entity Dynasty Capital 26, LLC ("Dynasty Capital") in exchange for upfront cash payment of \$650,000.00. On May 6, 2024, SEAM received payment from Dynasty Capital in the amount of \$190,000.00. On that same date, \$75,000.00 was transferred to Defendant, Vegside Mkt, LLC ("Vegside"). The escrow payments were to be paid to Dynasty Capital in daily

increments of \$12,5000.00 until paid, in full. It appears that SEAM stopped making those payments on May 31, 2024, and, therefore, breached the agreement with Dynasty Capital. Dynasty Capital filed a lawsuit against SEAM and Dominique on June 18, 2024.

39. At the time of this filing, other hard money lenders have also surfaced including Highland Hill Capital, LLC, Arsenal Funding, Tidal Loans, LLC and an entity referred to in records called 'Ondeck.' On or about January 5, 2024, Ondeck appears to have lent SEAM \$234,000.00. However, specifics as to those transactions are still being discovered. Plaintiff reserves the right to amend these claims as more information is obtained.

SEAM transferred all of its remaining assets in order to avoid its creditors

40. On March 2, 2024, Hall formed a new escrow company called Life Escrow, LLC. A copy of the Certificate of Formation for Life Escrow is attached as "**Exhibit D.**" Life Escrow, LLC's principal place of business is located at the same exact business address as SEAM – the building owned by Defendant, 7800 Amelia, L.P. Upon information and belief, SEAM and Dominique may have transferred any escrow funds remaining in SEAM's accounts, if any, to bank accounts in the name of Life Escrow, LLC.

41. Dominique also transferred any assets that she claimed to own, including her membership interests in Vgn Bae, Vgn Bae Studios, and Vgn Bae Properties to Hall. Once ownership of Vgn Bae Properties was transferred to Hall, he quickly changed its name to Crestline Property Investments, LLC.

42. As mentioned above, on or about June 14, 2024, SEAM transferred anything that it considered to be an asset to Hall.

43. None of SEAM's known bank accounts have funds sufficient to pay SEAM's creditors' claims. Therefore, SEAM is insolvent.

44. Since June 11, 2024, Dominique has completely erased her social media accounts. Dominique has also taken measures to conceal the business activities of her other entities. Most of her

business websites have been deleted. Additionally, the Instagram accounts for Vgn Bae Studios have been changed from @vgnbaemusicgroup to @2160records and from @vgnbaestudios to @7800ameliastudios. All of these actions appear to be to avoid having to face SEAM's creditors, such as Plaintiff and the other intended parents that she and SEAM scammed.

VI. Causes of Action

Cause of Action No. 1: Breach of Contract (SEAM, LLC)

45. Plaintiff and her husband entered into an agreement with SEAM and fully performed their obligations by depositing \$61,250.00 into the Escrow Account. SEAM breached its contractual obligations by failing to disburse funds to the surrogate, as agreed. SEAM also failed to properly manage the Escrow Account. Furthermore, SEAM breached the contract by failing to only disburse the Client Trust Funds as authorized in the Gestational Agreement or as agreed by Plaintiff, her husband, and the surrogate. As a result of SEAM's conduct, Plaintiff has incurred actual damages of at least \$29,427.12 and has had to incur attorney fees and court costs.

Cause of Action No. 2: Money Had and Received and Unjust Enrichment (all Defendants)

46. The Defendants hold money that belongs to Plaintiff. Plaintiff's escrow funds were not SEAM's "receivable," and it was not otherwise earned by Defendants. Therefore, they have been unjustly enriched. Likewise, Defendants hold money which rightfully belongs to Plaintiff and its/their retention of the money is wrongful. Plaintiff should recover these funds. Such recovery would prevent an unconscionable loss and would prevent the unjust enrichment of Defendants. Plaintiff has incurred actual damages as a result.

Cause of Action No. 3: Fraud by Non-Disclosure (SEAM and Dominique)

47. Fraud by Non-Disclosure occurred when SEAM and Dominique failed to disclose a material fact within their knowledge to Plaintiff and her husband regarding the true whereabouts and status of the Client Trust Funds. SEAM and Dominique each owed a duty to Plaintiff to disclose the material facts to them – that the Client Trust Funds had been commingled, misappropriated, stolen,

diverted, or pledged to a third party in exchange for an upfront cash payment. Plaintiff was ignorant to these facts and did not have an opportunity to discover the truth. SEAM and Dominique intended to induce Plaintiff to continue making payments to the Escrow Account and to not take any actions as a result of the truth. SEAM and Dominique failed to make such disclosures. Plaintiff has been damaged as a result of their failure to disclose.

Cause of Action No. 4: Breach of Fiduciary Duty (SEAM and Dominique)

48. As escrow agents, SEAM and Dominique, owe the following fiduciary duties to Plaintiff and her husband: (1) the duty of loyalty; (2) the duty to make full disclosure; and (3) the duty to exercise a high degree of care to conserve the money and pay it only to those persons entitled to receive it. SEAM and Dominique were entrusted with holding and preserving Plaintiff's funds that were meant to pay for the safe delivery of Plaintiff's baby. By failing to abide by their fiduciary duties, SEAM and Dominique breached that trust in the most *egregious* way possible. They did not just steal Plaintiff and her husband's money. By failing to abide by their fiduciary duties, SEAM and Dominique have endangered the health and safety of the surrogate and the baby she carries. Plaintiff has been damaged as a result.

Cause of Action No. 5: Piercing the Corporate Veil (SEAM, Dominique, Hall, Thompson, Vgn Bae Studios, and Nikki Green, LLC)

49. Dominique, Hall, Thompson, Vgn Bae Studios, and Nikki Green, LLC used the corporate entity of SEAM as part of a fraudulent scheme to defraud the Intended Parents, including Plaintiff, of their escrow funds, on credit in the name of SEAM and/or as a device to acquire the goods and merchandise without paying for same. Additionally, Dominique, Hall, Thompson, Vgn Bae Studios, and Nikki Green, LLC used SEAM as a mere tool or business conduit to acquire Intended Parents' escrow funds so they could transfer the funds to themselves and one or more of the other Defendants for the purpose of acquiring goods, wares and merchandise without paying for it, and pocketing the money owed for themselves. In addition, material misrepresentations or concealment of

material facts were made as to their bad acts. Further fraudulent actions occurred, as described throughout the Petition.

50. Because the corporate entity of SEAM was used to perpetuate a fraud, for the direct personal benefit of Dominique, Hall, Thompson, Vgn Bae Studios, and Nikki Green, LLC, the separate corporate existence of SEAM from Dominique, Hall, Thompson, Vgn Bae Studios, and Nikki Green, LLC should be disregarded. Therefore, SEAM, Vgn Bae, Vgn Bae Properties, Vgn Bae Studios, and Nikki Green, LLC, together with Dominique, Hall, and Thompson should be held jointly and severally liable for the debts and obligations to Plaintiff and the other Intended Parents.

Cause of Action No. 6: Alter Ego (Dominique, Hall, Thompson, SEAM, Vgn Bae, Vgn Bae Properties, Vgn Bae Studios, and Nikki Green, LLC)

51. Dominique, Hall, Thompson, Vgn Bae Studios, and Nikki Green, LLC used the corporate entity of SEAM for their own use and benefit, as part of a scheme to defraud the Intended Parents, including Plaintiff, of their escrow funds. Further, they transferred assets between SEAM and themselves and they commingled affairs of SEAM and themselves so that the business entity SEAM and themselves are one and the same for all practical purposes. By transferring assets from SEAM to themselves, they demonstrated that the corporate entities are their alter egos.

52. Dominique used SEAM's corporate entity to perpetrate a fraud on the Intended Parents, including Plaintiff, for the direct personal benefit of herself, and the other Defendants. Dominique and/or her agents represented that SEAM would hold the escrow funds of the Intended Parents, including Plaintiff, and would only distribute them, as agreed. Dominique and/or her agents made these representations without disclosing that Dominique and the other Defendants would use the escrow funds for their own personal benefit.

53. The separate existence of Dominique, Hall, Thompson, SEAM, Vgn Bae, Vgn Bae Properties, Vgn Bae Studios, and Nikki Green, LLC should be disregarded. Dominique, Hall, Thompson, SEAM, Vgn Bae, Vgn Bae Properties, Vgn Bae Studios, and Nikki Green, LLC should be held jointly

and severally liable for the debts and obligations to the intended parents, including Plaintiff, which were created in the name of SEAM.

Cause of Action No. 7: Violations of the Texas Uniform Fraudulent Transfer Act (all Defendants)

54. Upon information and belief, SEAM conveyed or transferred ownership and/or control of its assets to Defendants and the other transferees as outlined hereinabove. SEAM made these transfers to delay, hinder, and defraud its creditors by transferring its assets before or within a reasonable time after their claims arose. Therefore, SEAM and its transferees have violated the Texas Uniform Fraudulent Transfer Act (“UFTA”). *See* Chapter 24 of the TEX. BUS. COMM. CODE. Specifically, Plaintiff – who is a SEAM’s creditor, pursuant to UFTA, alleges that:

- (1) the assets were transferred to Defendants, all of which are SEAM’s insiders;
- (2) SEAM retains possession or control over the music studio equipment and fixtures, the Five-Acre Tract, the Winton Property, and other real estate investments even though they appear to be owned by one or more of the other Defendants;
- (3) the transfer of assets has been concealed by SEAM;
- (4) the transfers to one or more of the Defendants were made after SEAM had been sued or threatened with suit;
- (5) the transfers were of all, or substantially all, of SEAM’s assets;
- (6) SEAM and its sole owner, Dominique, has absconded;
- (7) SEAM removed or concealed assets;
- (8) the value of the consideration received by SEAM for each transfer was not reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
- (9) SEAM was insolvent or became insolvent shortly after the transfer(s) were made or any obligation was incurred;
- (10) the transfer of assets occurred shortly after a substantial debt was incurred; and
- (11) SEAM transferred the assets of the business to a lienor who transferred the assets to one or more of the Defendants, who are insiders of SEAM.

55. Since the “badges of fraud” are present, it may be inferred that SEAM made the transfer of ownership of its assets to the other Defendants with intent to defraud its creditors. *See* TEX. BUS. COMM. CODE §24.005(b)(1 – 11).

56. Plaintiff, and the other Intended Parents, have been damaged as a result of the fraudulent transfers.

VIII. Statutory Remedies Requested

57. Per UFTA, Plaintiff – as a creditor of SEAM – may obtain avoidance of a transfer or obligation to the extent necessary to satisfy her claim. *See* TEX. BUS. COMM. CODE §24.008(a)(1). Accordingly, Plaintiff asks that this Court avoid the Five Acre Tract from SEAM to Hall; the Dominique’s membership interests in Vgn Bae, Vgn Bae Studios, and Vgn Bae Properties to Hall; the transfers of title to any and all music equipment and/or fixtures in the building owned by 7800 Amelia, L.P.; the payments made to and the obligations to Dynasty Capital 26, LLP and Pearl Delta Funding, LLC, as they there was no exchange of reasonably equivalent value. Plaintiff reserves the right to amend and update these requests for relief.

58. UFTA also provides that Plaintiff – as a creditor of SEAM – may obtain an attachment against the asset(s) or other property transferred. *See* TEX. BUS. COMM. CODE §24.008(a)(2). Accordingly, Plaintiff asks that this Court to issue a writ of attachment on any and all assets and property that SEAM transferred to Defendants, including any and all music equipment and/or fixtures in the building owned by 7800 Amelia, L.P.; accounts receivable of Vgn Bae Studios, if any, and on any real estate, vehicles, art, designer apparel, and other assets that are in the possession of Dominique and that appear to have been purchased with fraudulently transferred funds.

VII. Constructive Trust

59. Based on discovery to date a claim can be made under the Texas Uniform Fraudulent Transfer Act § 24.005(a)(2)(B) because least \$8 Million was transferred from SEAM to Defendants,

and other transferees, without SEAM receiving an reasonably equivalent value. Therefore, this Court should place those assets in a constructive trust for the benefit of SEAM's creditors, such as Plaintiff.

60. Defendants were all unjustly enriched by the fraudulent transfers from SEAM's bank accounts for their own benefit in an attempt to defraud creditors. Even at this very early stage of litigation, Plaintiff can identify the following assets that should be placed in the constructive trust: the Five-Acre Tract of Land; the Winton Property; the New Orleans Property; the music equipment and/or fixtures in the building owned by 7800 Amelia, L.P.; all payments made to Dominique, Denson, Hall, and Yancy; any funds that remain in the lockboxes at Capital One, N.A., Horizon Bank, Bank of America, N.A. and/or JPMorgan Chase Bank, N.A (including Dominique's RAMP account); vehicles titled to Dominique; and any and all designer apparel, shoes and/or other inventory of clothing alleged to be owned and/or controlled by Nikki Green, LLC.² All of these assets were purchased with money that was fraudulently transferred from the funds in SEAM's escrow account at either Capital One, N.A. or Horizon Bank. Therefore, Plaintiff respectfully requests that, upon final judgment of this matter, the Court impose a constructive trust on those assets that were purchased with fraudulently transferred monies.

IX.

Application and Affidavit for Temporary Restraining Order and Temporary Injunction

61. To secure a temporary injunction at common law, a party must plead and prove a probable right of recovery. *See Recon Exploration, Inc. v. Hodges*, 798 S.W.2d 859, 861 (Tex. 1978). To establish a probable right of recovery, a party need not prove conclusively that it will prevail on the merits; instead, it need only show that a bona fide issue exists as to its right to ultimate relief. *Id. See also Camp v. Shannon*, 348 S.W.2d 517, 519 (Tex. 1961).

62. In the present case, Plaintiff also has the burden to show the Court that she would suffer an irreparable injury if injunctive relief was not granted. The test for determining whether an existing

² As discovery is ongoing, Plaintiff reserves the right to amend this list.

legal remedy is adequate is whether such remedy is as complete, practical, and efficient to the ends of justice and its prompt administration as is a remedy in equity. *See Recon Exploration*, at 851; *Minexa Arizona, Inc. v. Staubach*, 667 S.W.2d 563, 567 (Tex. App. – Dallas 1984, no writ). Texas courts have previously recognized that a legal remedy may be considered inadequate when there is a danger that a defendant's funds will be reduced or diverted pending trial. *See Minexa*, 667 S.W.2d at 567. As the court noted in *Minexa*, the fact that damages may be subject to the most precise calculation becomes irrelevant if the defendants in the case are permitted to dissipate funds that would otherwise be available to pay the judgment. *Minexa* at 567-68. *See also 183/620 Group*, 765 S.W.2d at 904; *Baucom v. Texam Oil Corp.*, 423 S.W. 2d 434, 439-41.

63. Therefore, Plaintiff must show to the Court that (1) she has a probable right to recovery and (2) that there is a danger that a defendant's funds will be reduced or diverted pending trial. Plaintiff will meet this burden.

A. There is a Probable Right to Recovery

64. Injunctive relief is proper because Plaintiff can prove each cause of action listed above. Plaintiff has evidence that the SEAM breached its contractual obligations to Plaintiff and the other Intended Parents, that SEAM breached its fiduciary duties to Plaintiff and the other Intended Parents, that it fraudulently transferred to Plaintiff's and the other Intended Parents' escrow funds and its other assets in order to hinder, delay, or defraud its creditors, and that has pledged Plaintiff's and the other Intended Parents' escrow funds, in exchange for upfront payments of cash of more than \$700,000.00. Plaintiff can also prove that SEAM, Dominique, Hall and/or Life Escrow and the other Defendants have been unjustly enriched by the transfers (as there is no evidence of an exchange of reasonably equivalent value).

B. Plaintiff will be irreparably harmed if Defendants are not enjoined from further disposing of SEAM's assets.

65. Injunctive relief is proper under the Texas Uniform Fraudulent Transfer Act, TEX. BUS.

& COMM. CODE §24.008, which allows a trial Court to enjoin “further disposition by the debtor or a transferee, or both, of the asset transferred or other property.” *Id.* In addition, Plaintiff and the other Intended Parents will suffer immediate and irreparable injury, loss or damage if the Defendants’ conduct is not enjoined because SEAM will not be able to satisfy the judgment that will be rendered in Plaintiff’s favor in this suit, as it is insolvent. Most of SEAM’s assets have already been transferred such as the Five Acre Tract, more than \$300,000.00 of the escrow funds to the hard money lenders, and Dominique’s membership interests in various entities that are in possession of proceeds of SEAM’s fraudulent transfers. However, some are at risk of being further transferred, such as the music equipment and fixtures, which are currently being marketed for sale by 7800 Amelia, L.P, and the Winton Property is also listed on the real estate market for sale. A copy of the real estate listing is attached as “**Exhibit E.**”

C. Plaintiff does not have an adequate remedy at law.

66. Plaintiff does not have an adequate remedy at law because if the defendants’ conduct continues, there will not be assets to satisfy an award of damages and/or these defendants will have placed their assets beyond Plaintiff’s reach. An injunction is the only way to ensure that the fraudulently transferred assets, and the assets purchased with proceeds from the fraudulently transferred funds, are not further transferred while this matter is in litigation. Such an injunction is authorized by UFTA. Section 24.008 authorizes this Court to enter an injunction against further disposition by the debtor or a transferee, or both, of the asset transferred or of other property. *See* TEX. BUS. COMM. CODE §24.008(a)(3)(b). Furthermore, the injury to Plaintiff if these Defendants continue the conduct described above would outweigh any injury the injunction might cause them, nor would issuance of the injunction disserve the public interest.

VIII. Conditions Precedent

67. All conditions precedent have been performed or have occurred regarding Plaintiff’s claims against Defendants.

IX. Attorney's Fees

68. Plaintiff seeks to recover her reasonable and necessary attorney's fees, conditional appellate fees, and court costs pursuant to Section 38.001 of the Texas Civil Practices and Remedies Code and under the §24.013 of the Uniform Fraudulent Transfer Act.

Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Marieke Slik, requests that Defendants be cited to appear and answer, that the Court grant her Application for Temporary Restraining Order, and Temporary Injunction, and that she be awarded her actual damages and her reasonable and necessary attorney fees, conditional appellate fees, and court costs and all further relief to which she may be justly entitled. Furthermore, once Plaintiff has obtained a judgment on her claims against SEAM, Plaintiff requests that the Court levy execution of any of the assets, or the proceeds thereof, that SEAM transferred to Defendants or any other transferee, as permitted by TEX. BUS. COMM. CODE §24.008(b).

Respectfully Submitted,

SHACKELFORD, MCKINLEY & NORTON, LLP

By: /s/ Marianne G. Robak

Marianne G. Robak

Texas Bar No. 24048508

mrobak@shackelford.law

Lori Hood

Texas Bar No. 09943430

lhood@shackelford.law

717 Texas Ave., 27th Floor

Houston, TX 77002

Telephone: (832) 669-6073

Fax: (832) 565-9030

ATTORNEYS FOR PLAINTIFF

MARIEKE SLIK

Plaintiff,

v.

SURROGACY ESCROW ACCOUNT
MANAGEMENT, LLC d/b/a SEAM, LLC,
DOMINIQUE SIDE a/k/a DOMINIQUE Q.
HAWKINS a/k/a DOMINIQUE QURAN,
INDIVIDUALLY, LIFE ESCROW, LLC,
ANTHONY HALL, INDIVIDUALLY

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

80th JUDICIAL DISTRICT

UNSWORN DECLARATION OF MARIEKE SLIK

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

“My name is **Marieke Slik**. My date of birth is [REDACTED]. My home address is [REDACTED]. I declare under penalty of perjury that the foregoing is true and correct.

“I am authorized to make this Declaration. Each of the statements in Plaintiff’s First Amended Verified Original Petition with Ex Parte Application for Temporary Restraining Order and Temporary Injunction are within my personal knowledge and are true and correct.

“Executed in the State of Texas on July 15, 2024.”



Marieke Slik



From: Marieke Slik [REDACTED]
 Subject: Fwd: Set up a New Account
 Date: June 15, 2024 at 4:04 PM
 To: [REDACTED]
 Cc: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: Google Forms <forms-receipts-noreply@google.com>
 Date: December 8, 2023 at 9:23:44 PM GMT+1
 To: [REDACTED]
 Subject: Set up a New Account

Google Forms

Thanks for filling out Set up a New Account

Here's what was received.

Set up a New Account

To get started, enter the email address where we can best reach you below.

Email *

[REDACTED]

Escrow Account Agreement

Terms

The Intended Parents named below and the Gestational Carrier named below are (or plan to be) parties to a Gestational Agreement. The Intended Parents will provide Surrogacy Escrow Account Management, LLC with an electronic copy of that agreement upon its completion. The Intended Parents now wish to retain Surrogacy Escrow Account Management, LLC to review the Gestational Agreement, hold the funds that may be necessary to meet the financial obligations of the Gestational Agreement in escrow, and distribute the funds as requested by the Intended Parents or the Gestational Carrier



according to the terms of the Gestational Agreement. Funds will be distributed in accordance with the agreed-upon schedule in the Gestational Agreement. In this agreement, Surrogacy Escrow Account Management, LLC shall be called the Account Holder.

Account Establishment and Management Fees

For the services required to establish and issue payments on the escrow account, Intended Parents will pay the Account Holder \$1250.00 for up to 18 months of account management services, beginning on the date this Escrow Account Agreement is submitted. If the term of the Gestational Agreement extends beyond that date, the Intended Parents will pay the Account Holder \$250.00 per additional six month period, which will be debited from the existing balance of the account. In the event Intended Parents must secure a new match after disbursements to an existing carrier have begun, a \$300.00 fee will be charged to establish account incorporating the new party (including, but not limited to, additional Gestational Agreement review). The Escrow Account Fee will be discounted by \$100 for subsequent or concurrent accounts.

The aforementioned account management and extension fees include the routine expenses of managing the account, including sending checks by regular U.S. Mail and making direct deposits when applicable. The Intended Parents will reimburse all exceptional fees or expenses required to manage the account or carry out the disbursement requests, including electronic deposit charges, wire fees, long distance fees, express mail charges, returned check charges, and the like. These fees and expenses will be debited from the funds deposited in the escrow account.

Account Funding

Intended Parents may mail checks funding the account payable to Surrogacy Escrow Account Management, LLC, to Surrogacy Escrow Account Management, LLC, P.O. Box 669249, Dallas, TX 75266-9249, or may electronically deposit funds. The account is held at Capital One Bank, N.A. 5444 Westheimer, Suite 600, Houston, TX 77056; Account Number: 3027071928, Routing number: 111901014. The name on the account is Surrogacy Escrow Account Management, LLC. For International Wires, please use Swift Address: HIBKUS44 in addition to the above account information.

Account Holder and User Agreements

The Account Holder will accept disbursement requests electronically from the Intended Parents or from the Gestational Carrier and will make direct deposits or mail, unregistered, disbursements to the party designated in the disbursement request. The Account Holder shall rely on the validity of the disbursement request and documentation presented, which Escrow Agent believes in good faith to be genuine on its face. The Account Holder will retain copies of documentation for one year from the date the account is closed, at which point all such records will be destroyed. The Account Holder shall have no liability for relying on a disbursement request submitted in error, when it appears on its face to relate to the applicable gestational arrangement. Disbursements will be made within ten business days of receipt of all proper documentation.

The Account Holder shall only make payments as authorized by the Gestational Agreement or as agreed to by both the Gestational Carrier and the Intended Parents in writing. An email is sufficient written consent. In the event language in the Gestational Agreement is contradictory or unclear, Account Holder shall make a reasonable interpretation of the contradictory or unclear language. The interpretation shall be reflected on the Disbursement Request Form for the account, which is available to all parties. Unless an objection to Account Holder's interpretation is made in writing, the parties waive any claim they may have against the Account Holder for improperly interpreting the contradictory or unclear term. If either party objects to the interpretation, Account Holder shall require a

ambiguous term. If either party objects to the interpretation, Account Holder shall require a formal amendment to the Gestational Agreement that clarifies the contradictory or unclear term and is signed by Gestational Carrier and the Intended Parents.

In the event the Intended Parents or the Gestational Carrier receive funds or are credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the Account Holder for disbursement. In the event that suit is brought to enforce the return of said funds, the Intended Parents agree to reimburse the Account Holder's reasonable attorney fees. The parties agree the Account Holder's liability is limited to actual damages.

The parties agree that the Account Holder will maintain an account statement accessible to both the Intended Parents and the Gestational Carrier through Google Drive. Furthermore, the parties acknowledge that they may establish electronic statement notifications at any time, and the Account Holder shall not provide a monthly statement through any other means. This agreement shall remain in effect until the completion of the surrogacy arrangement.

The Account Holder will notify the Intended Parents and the Gestational Carrier by email when the account has a balance of under \$5,000.00 (or the minimum required by the Gestational Agreement), and when all deposited funds have been disbursed. The Intended Parents are solely responsible for adequately funding the account to assure all financial obligations under the Gestational Agreement are met. The Account Holder makes no representation that the amounts deposited in the account will be sufficient to meet Intended Parents' contractual obligations.

In the event that automatic payments cannot be covered due to insufficient funds in the account resulting in overdrafts, or if a deposit is returned, bank fees and a processing fee of up to \$25 may be charged. Such fees will be deducted from the balance in the account once the account is brought back to good standing. The parties acknowledge and agree that the Account Holder shall not be held liable for any damages or losses resulting from such fees.

Controversy

The funds deposited in the escrow account are insured to the limit provided by the Federal Deposit Insurance Corporation.

If any controversy arises between the parties with respect to the Gestational Agreement or this Escrow Account Agreement and its terms or conditions, or if conflicting demands are made, or if notice is served upon the Account Holder, or if legal action is taken in connection with this account, the Account Holder shall not be required to take any action, but may withhold all funds deposited until such controversy is resolved by agreement or appropriate legal proceedings. In such event, Account Holder shall not be liable for interest or damages, and, if necessary, Account Holder may file suit for declaratory relief. The parties each consent to Travis County, Texas as the venue for any court proceeding related to this agreement.

Arbitration

If Account Holder is required to respond to any legal summons or proceedings, or if any legal action related to this agreement is brought by the Account Holder, or if conflicting demands or notice by parties to this agreement or by any other party or parties is served upon the Account Holder, the Intended Parents jointly and severally agree to pay reasonable account fees and all costs, expenses, and reasonable attorney's fees expended or incurred by the Account Holder as a result of any of the above described events and a lien is hereby created in Account Holder's favor to cover said items. Intended Parents agree to hold

Account Holder harmless from all losses and expenses, including reasonable attorney's fees and court costs sustained by reason of any claim, demand, of action filed, legal or otherwise, which may in any manner arise out of this agreement, notwithstanding anything in these instructions to the contrary, except for any acts or omissions caused by Account Holder's willful misconduct or gross negligence.

Tax

Account Holder will not make a return of information to any taxing authority regarding the payments made on the Intended Parents' behalf pursuant to this Agreement. Intended Parents agree that any and all tax reporting requirements incurred as a result of this Agreement are their own responsibility and duty and that they will make any appropriate report.

Termination of Services

This agreement will be terminated according to the terms of the Gestational Agreement, or, if the Gestational Agreement is silent, when the account balance has been fully expended or by written notice of the Account Holder to the Intended Parents. When the agreement is terminated, the account will be closed. Any remaining funds not in controversy and not requested to be disbursed will be direct deposited or mailed to the Intended Parents for domestic parties and bank wire for International parties.

The parties whose electronic signature or consent appear below have read this Escrow Account Agreement and agree to each and all of the terms and conditions stated therein.

/s/ Dominique Side
Director, Surrogacy Escrow Account Management, LLC
1/1/2023

Have you read the Escrow Account Agreement above and do you agree to its terms? *

Yes

No

Electronic Communication

I, signer, consent to receive communications from Surrogacy Escrow Account Agreement electronically, and agree that all agreements, notices, disclosures and other communications that Surrogacy Escrow Account Management provides to me electronically, or requests from me, via email or within the account documents I will receive access to, satisfy any legal requirement that such communications or agreements

satisfy any legal requirement that such communications or agreements be in writing.

*

I consent and agree.

SEAM Utilizes Google Drive and Google Workspace

Your information is secure with us. We store your information on our Workspace Drive. Documents that contain personal information are shared only with SEAM staff, those who are party to your agreement, and your authorized representatives such as your Surrogacy or Egg Donation Agency, via their verified Google Account. Therefore, all parties are required to have or create a Google Account to access the account documents provided for them.

For more information about how Google Workspace ensures the protection of the data we store, please see their [Privacy Resource Center](#).

All form content ©Surrogacy Escrow Account Management, LLC 2023

Required Information

Intended Parent *

Enter full legal name, entering given name first, and surname last.

Marieke Slik

Please enter preferred e-mail address. *

Confirm correct spelling before proceeding.

[Redacted]

Intended Parent

Enter full legal name of spouse or partner, if any, entering given name first, and surname last. Do not place any text here if there is no second intended parent.

[REDACTED]

Please enter spouse/partner's preferred e-mail address.

Do not enter repeat email addresses, confirm correct spelling before proceeding.

[REDACTED]

Mailing Address *

Street Address

[REDACTED]

City *

Houston

State

Texas

Zip Code *

[REDACTED]

Country *

United States of America

Residency *

Due to California state regulations regarding escrow agencies, we must inform you that we are not registered with the California Business Oversight Agency. California is the only state that requires licensure with this agency or the California State Bar to offer Escrow services to its residents. The California Business Oversight Agency exists to act on the consumer's behalf when issues arise. No other state has this structure in place and it is legal to seek escrow services outside of the state. All of our clients are similarly protected and have the same remedy available: filing a claim against our insurance and/or bond policies should an issue arise.

I am a resident of California and acknowledge the above.

I am not a resident of California.

Please enter preferred phone number. *

██████████

More Information

Gestational Carrier

Enter name of Surrogate (if known).

██████████

Please enter Gestational Carrier's e-mail address (if known)

Confirm correct spelling before proceeding.

[Redacted]

Attorney

Please list the name of the attorney drafting the Gestational Agreement (if known).

[Redacted]

What phase of the Surrogacy process are you currently working on? *

- Have not matched
- Have matched and are/am in the process of screening our/my potential carrier
- Have matched and completed medical and psychological screening and are/am working with attorneys for the Gestational Agreement
- Have completed screenings and executed the Gestational Agreement

Tell us more about your Surrogacy Arrangement *

- Independent
- Agency Coordinated
- Assisted by Consultant or Translator

Authorizations

Provide information and contact information for your agency, consultant or translator. Please let your coordinator know the authorization options you choose below.

Agent/Agency *

Please choose from the options below, or enter a name under "Other".

Other Agency, Consultant, or Translator ▼

Other Agency

If "Other Agency, Consultant, or Translator" was selected above, please enter the name of the agency below.

Paying It Forward Surrogacy, LLC.
.....

Coordinator Name *

Beth Moszkowicz
.....

Coordinator E-mail Address *

Confirm correct spelling before proceeding.

beth@payingitforwardsurrogacy.com
.....

Agency Request Authorizations *

I/we do hereby grant permission for Surrogacy Escrow Account Management, LLC to reimburse the agency named above for expenses incurred on our behalf without additional approval. These expenses can include, but are not limited to, IVF Clinic fees, monitoring expenses related to the IVF process and/or pregnancy prior to the Carrier being released to the Obstetrician, lab costs, prescriptions, copays, health insurance premiums, travel expenses for the Carrier related to screening/transfer, etc. Reimbursement requests will be submitted to SEAM, LLC and documented on a request log and account statement. These requests can be reviewed at any time by all parties with secure access to these documents; however with this authorization, reimbursement will not be delayed.

If "No" is selected, the Account Specialist will email Intended Parents requesting authorization to reimburse the agency for these expenses with each request. Selecting no may delay reimbursement if Intended Parents are unreachable.

Yes

No

Pre-Contract Request Authorizations *

I/we do hereby grant permission for the agency named above to approve expense requests on my behalf *prior to/in the absence of an executed Gestational Agreement*. Requests will be submitted to SEAM, LLC and documented on a request log and account statement. These requests can be reviewed at any time by all parties with secure access to these documents; however, with this authorization disbursement will not be delayed.

If "No" is selected, the Account Specialist will email Intended Parents for request authorizations to make disbursements prior to/in absence of the Gestational Agreement; selecting no may significantly delay the disbursement if the Account Specialist is unable to reach Intended Parents.

This response only covers requests made prior to having the Gestational Agreement in

place. Following the execution of such agreement, SEAM will defer to the terms in the Agreement for request approval without delay when possible when all criteria are met.

- Yes
- No
- Not applicable

Agency Fees *

(Please note: Some agencies include funds for this expense in your required initial deposit so that escrow can be used to cover it. Please ask your coordinator if you are unsure.)

- I will pay the agency, consultant, or translator's fee directly.

- I authorize SEAM, LLC to pay the agency, consultant, or translator's fee on my behalf from the escrow account and will fund the account with the agreed amount in addition to any deposits required by the Gestational Agreement. I understand that any dispute with the agency over these fees should be discussed with the named agency.

Clinic Fees *

(Please note: Some agencies include funds for these expenses in your required initial deposit so that escrow can be used to cover them. Please ask your coordinator if you are unsure.)

- I will pay the clinic and/or monitoring fees during screening and cycling directly.

- I authorize SEAM, LLC to pay the documented clinic and/or monitoring fees during screening and cycling on my behalf from the escrow account and will fund the account with the agreed amount in addition to any deposits required by the Gestational Agreement.

Electronic Signature

The parties whose electronic signature or consent appear below have read this Escrow Account Agreement and agree to each and all of the terms and conditions stated therein.

Name of Intended Parent or Representative Signing Escrow Account Agreement *

Representatives must email the Onboarding Specialist a copy of the client agreement that documents your authorization.

.....
Marieke Slik

Name of Second Intended Parent Signing Escrow Account Agreement

.....


Optional - How did you hear about us?

- Google Search
- Other search engine
- Advertisement
- Facebook Review
- Agency/Attorney Referral
- Personal Referral

This form is not complete until you click "Submit" below.

After you submit this form, you will receive two emails, one confirming our receipt which contains a copy of your completed form, from Google Forms, the next directing you to your next step, from accountspecialist@surrogacy.com. If you do not see the emails within a few minutes, please check your spam or junk folders.

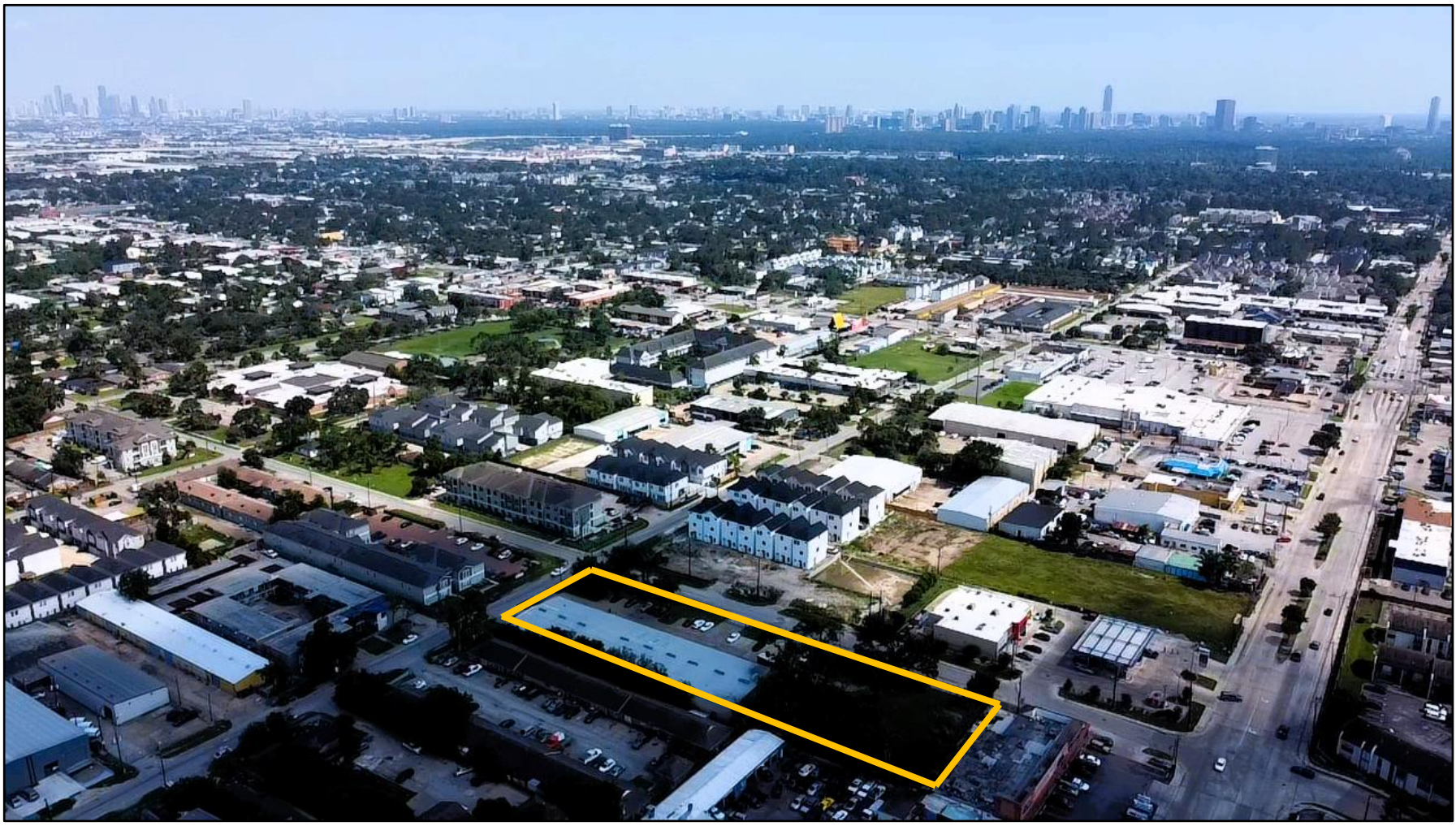
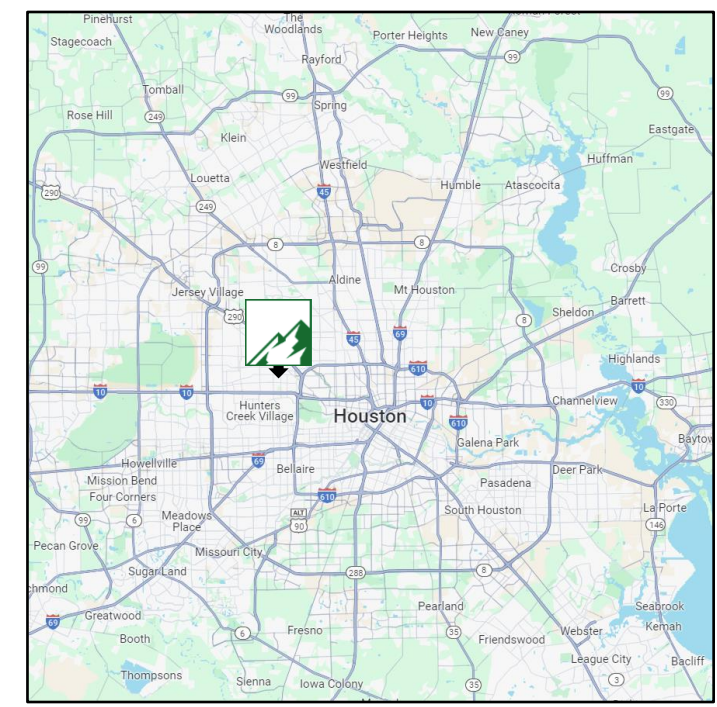
[Create your own Google Form](#)

[Report Abuse](#)

For Sale | Office/Retail | 17,500 SF, 1.50 acres

EXHIBIT
B

7800 Amelia Rd, Houston, TX 77055



- **Multiple state-of-the-art production and recording studios – fully furnished**
- **Two state-of-the-art Blackbox Theaters**

Exclusively Listed By Alpine:
Matthew Franques Partner (936) 689-2558 mattf@alpinecre.net
Kyle Fischer Managing Partner (281) 627-0834 kylef@alpinecre.net



The information contained herein was obtained from sources believed reliable; however, Alpine Partners, LLC., makes no guarantees, warranties or representations as to the completeness or accuracy thereof. The presentation on this property is submitted subject to errors, omission, changes of price, or conditions, prior to sale or lease or withdrawal without notice.

For Sale | Office/Retail | 17,500 SF, 1.50 acres

7800 Amelia Rd, Houston, TX 77055



Property Summary

- Fully-loaded state-of-the-art studio that has housed the recording and production of award-winning albums as well as live television and podcasts.

Location Highlights

- Located in the heart of Spring Branch, surrounded by new residential development
- Minutes from I-10, 610 Loop and Beltway 8
- Wirt Rd: 27,457 VPD (TXDOT)
- Long point Rd: 16, 245 VPD (TXDOT)

Exclusively Listed By Alpine:

Matthew Franques
Partner
(936) 689-2558
mattf@alpinecre.net

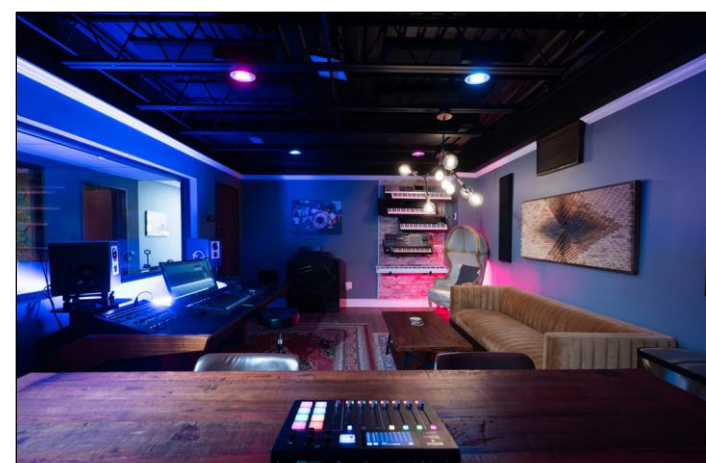
Kyle Fischer
Managing Partner
(281) 627-0834
kylef@alpinecre.net



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7800 Amelia Rd, Houston, TX 77055



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Partner

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mattf@alpinecre.net

Kyle Fischer

Managing Partner

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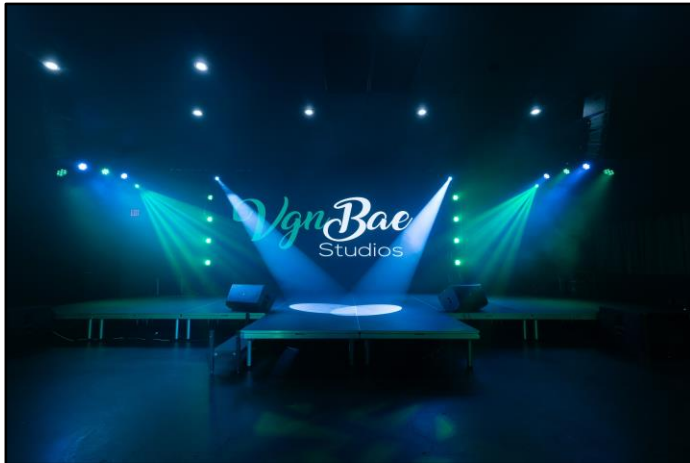
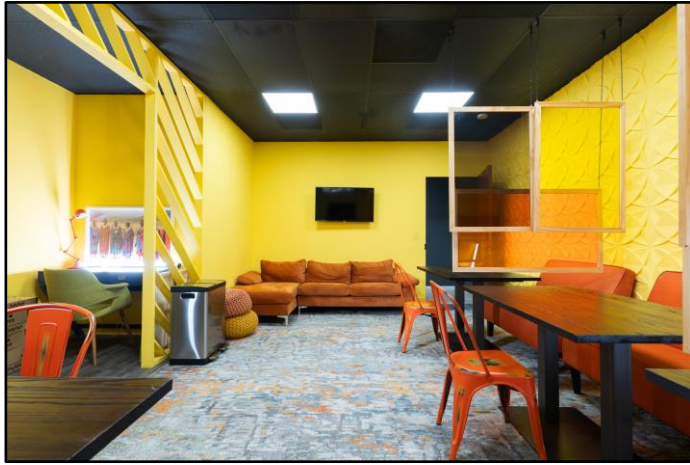
kylef@alpinecre.net



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For Sale | Office/Retail | 17,500 SF, 1.50 acres

7800 Amelia Rd, Houston, TX 77055



Exclusively Listed By Alpine:

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Partner

(936) 689-2558

mattf@alpinecre.net

Kyle Fischer

Managing Partner

(281) 627-0834

kylef@alpinecre.net

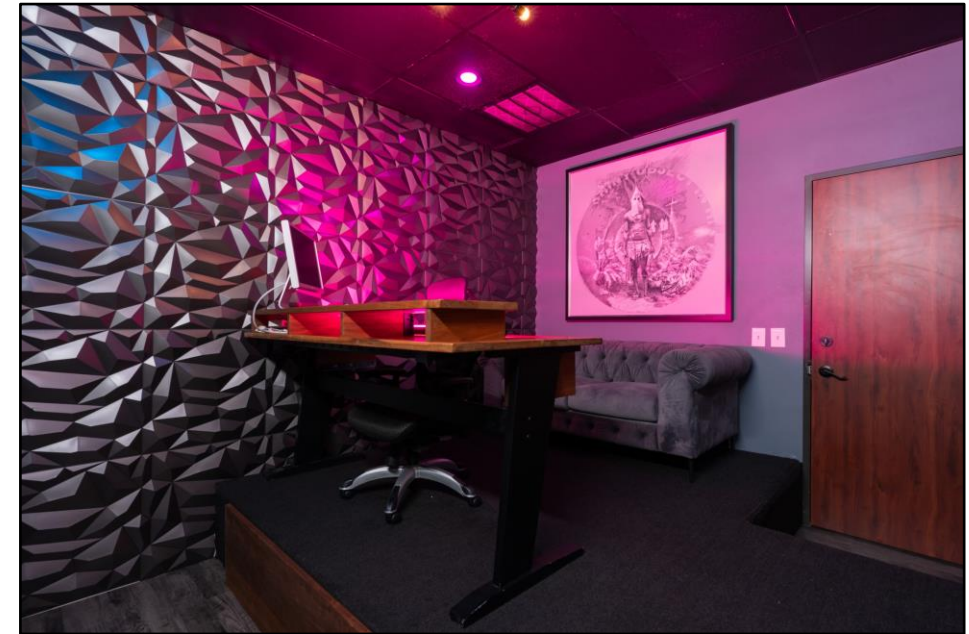


**ALPINE
PARTNERS**

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For Sale | Office/Retail | 17,500 SF, 1.50 acres

7800 Amelia Rd, Houston, TX 77055



Exclusively Listed By Alpine:

Matthew Franques

Partner

(936) 689-2558

mattf@alpinecre.net

Kyle Fischer

Managing Partner

(281) 627-0834

kylef@alpinecre.net



**ALPINE
PARTNERS**

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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Alpine Partners Real Estate LLC	685165	kylef@alpinecre.net	281-627-0834
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Kyle Fischer	685165	kylef@alpinecre.net	281-627-0834
Designated Broker of Firm	License No.	Email	Phone
Kyle Fischer	685165	kylef@alpinecre.net	281-627-0834
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Matthew Franques	752469	mattf@alpinecre.net	936-689-2558
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0



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WD
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TEXAS GENERAL WARRANTY DEED

This Deed, made the 14 day of June, 2024 between Surrogacy Escrow Account Management LLC (Grantor), with address at 7800 Amelia Rd Houston, TX 77055 party of the first part, and Anthony Hall (Grantee), with address at 8211 Lockridge Terrace Ln Cypress, TX 77433 party of the second part.

Know by all men these presents, that the Grantor, for and in consideration of \$10.00 \$ in hand paid by the Grantee, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto the said Grantee all its interest in the premises more particularly described as follows:

A subdivision of a 5.1523 acre tract of land out of the J.L. Stanley survey, D Abstract 700 City of Houston, Harris County, TX 32 Lots 6 Reserves, 5 blocks

(Description of Property and Recital of Title)

together with the appurtenances and all the estate and rights of the Grantor in and to said premises.

The Grantor hereby warrants to the Grantee the following:

1. The Grantor lawfully owns fee simple title to and has the right to immediate possession of the premises;
2. The Grantor has good right to convey the premises to the Grantee;
3. The Grantee shall enjoy quiet possession of the premises;
4. The premises are free from all encumbrances; and
5. The Grantor warrants the title to said premises.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, its heirs or assigns forever. And Grantor does hereby bind itself, its heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, its heirs, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

In witness whereof, the Grantor has hereunto set its hand and seal the day and year first above written.

RP-2024-221189

[Signature]
Grantor's Signature

[Signature]
Grantee's Signature

(2)
10R Dominique Side
Grantor's Name owner of

Anthony Hall
Grantee's Name

210R surrogacy Escrow Account management, LLC

In the presence of:

Witness's Signature

Witness's Signature

Witness's Name

Witness's Name

Witness's Address

Witness's Address

Acknowledgement Of Notary Public

State of Texas}

} ss

City / County of Harris

On this day personally appeared before me Casteadel Webb, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the 14 th day of JUNE, 2024.

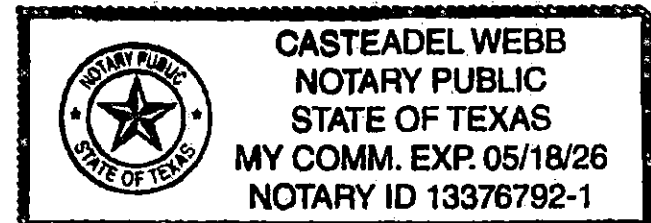
RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

[Signature]

NOTARY PUBLIC

NOTARY PUBLIC in and for the State of Texas

My commission expires 5/18/2026



Ret to: Helen Vance
1302 11th St N
Texas City, TX 77590

RP-2024-221189

COPY

FILED FOR RECORD

1:54:51 PM

Tuesday, June 18, 2024

Laneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, June 18, 2024

Laneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



UNOFFICIAL COPY

RP-2024-221189

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804951271 03/02/2023
Document #: 1226443070002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

LIFE ESCROW LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

REPUBLIC REGISTERED AGENT LLC

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

**17350 STATE HWY 249
STE 220 HOUSTON TX 77064**

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **ANTHONY HALL**

Title: **Managing Member**

Address: **7800 AMELIA RD HOUSTON TX, USA 77055**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

EXHIBIT

D



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