



*Deangelo Vehicle Sales, LLC v. Adrian Lewis Peterson* in the 151<sup>st</sup> District Court for Harris County, Texas.

3. Plaintiff, Deangelo Vehicle Sales, LLC may be served through the Receiver or their counsel of record.

4. Defendant Adrian Lewis Peterson may be served at 2 Hope Farm Rd., Missouri City, TX 77459-2480 or wherever he may be found. **CITATION FOR SERVICE HAS BEEN PAID FOR ALONG WITH THIS FILING.**

5. Defendant Ashley Peterson may be served at 2 Hope Farm Rd., Missouri City, TX 77459-2480 or wherever she may be found. **CITATION FOR SERVICE HAS BEEN PAID FOR ALONG WITH THIS FILING.**

6. Defendant AEP Global Enterprises, Inc. a/k/a Elizabella Cosmetics may be served through the registered agent at 2 E Rivercrest Dr., Houston, TX 77042-2514. **CITATION FOR SERVICE HAS BEEN PAID FOR ALONG WITH THIS FILING.**

7. Defendant Adrian Peterson All Day, Inc. may be served through the registered agent at 11909 Preston Rd. Ste. 274, Dallas, TX 75230. **CITATION FOR SERVICE HAS BEEN PAID FOR ALONG WITH THIS FILING.**

#### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over this cause, because Defendants are residents, domiciled, or incorporated in Texas, and the amount in controversy does not exceed the jurisdictional limits of this Court. Therefore, venue is proper.

## FACTS

1. On March 21, 2022, the court domesticated a foreign judgment that awarded the Judgment-Creditor \$8,268,425.52, with a post-judgment interest rate of nine percent (9%), with cost of court and disbursements. The same day Robert Berleth was appointed as Receiver over Judgement-Debtor, Adrian Lewis Peterson. Once appointed, the Receiver began collection of assets immediately.

2. On or about July 18, 2023, the Receiver was informed that Judgment-Debtor was attempting to auction non-exempt property that was held in multiple storage units.

3. On July 20, 2023, the Receiver attempted to seize the non-exempt property in the storage units. Upon arrival, the Receiver was informed by an employee of the storage facility that the respective units had previously been listed under Adrian Peterson's name, but had been transferred over to the Ashley Peterson's name. Additionally, the same day a storage unit employee contacted Ashley Peterson to inform her of the Receiver's presence and his intent to seize the assets held in the units.

4. The transfer of storage units from Adrian Peterson to Ashley Peterson was an attempt to hinder, defraud and delay the Receiver and the court.

5. On August 2, 2023, the Receiver discovered that Adrian Peterson All Day, Inc. and Elizabella Cosmetics dissolved on July 28, 2023, eight days *after* Ashley Peterson was informed about the attempted seizures from the storage units.

6. On August 4, 2023, the Receiver discovered that Judgment-Debtor Adrian Lewis Peterson, was listed as President of Elizabella Cosmetics, a company founded by Ashley Peterson, the wife of Adrian Peterson.

7. The Receiver believes that the Judgment-Debtor, Adrian Lewis Peterson, is using Ashley Peterson, AEP Global Enterprises, Inc. a/k/a Elizabella Cosmetics, and Adrian Peterson All Day, Inc. to transfer and fraudently conceal assets of the Debtor from the Receiver and the court. Essentially, Ashley Peterson, AEP Global Enterprises, Inc. a/k/a Elizabella Cosmetics, and Adrian Peterson All Day, Inc. are alter egos of the Debtor being used as a sham to perpetrate a fraud against the Judgment-Creditor, Receiver, and the Court.

**TEXAS UNIFORM FRAUDULENT TRANSFER ACT (“TUFTA”)**

8. The Defendants have sought to conspire and conceal certain transactions and conveyances for the purpose of delaying and hindering the collection efforts of the Judgment Debtor and the Receiver. The transfers constitute fraudulent conveyances under the Tex. Bus. & Com. Code §24.005(a) and §24.006(a) and (b).

9. The transfers were made to an insider without receiving a reasonably equivalent value and some were made to an insider for an antecedent debt. All of the transfers were made at a time when the Judgment-Debtor Adrian Lewis Peterson, was insolvent or, alternatively, became insolvent as a result of the obligation or transfers.

10. Plaintiff believes that the transfers of property and assets between Adrian Lewis Peterson, Ashley Peterson, AEP Global Enterprises, Inc. a/k/a Elizabella

Cosmetics, and Adrian Peterson All Day, Inc. constitute fraudulent transfers intended to defraud the Judgment Creditor and this Court.

11. These transfers constitute fraudulent conveyances under Tex. Bus. & Com. Code §24.005(a). The transfers described in this action are fraudulent as to Judgment Creditors as the Judgment-Debtor and Defendants made the conveyances: (1) with actual intent to hinder, delay, or defraud the Judgment-Creditor, or (2) without receiving a reasonably equivalent value in exchange for the transfer or obligation of the Judgment-Debtor. The Judgment-Debtors' remaining assets were unreasonably small in relation to the property transferred.

12. Pursuant to Section 24.008 of the Uniform Fraudulent Transfer Act, Plaintiff seeks: (1) an avoidance of the transfer or obligation to the extent necessary to satisfy the Judgment Creditor's claim; (2) an injunction against further disposition by the Judgment Debtor or a transferee, or both, of the asset transferred or of other property; (3) their reasonable and necessary attorney fees and court costs; (4) that a constructive trust be imposed the assets fraudulently transferred; and (6) after obtaining a judgment against the Defendants for the TUFTA violations, the Plaintiffs ask that they be authorized to levy execution on the assets found to have been fraudulently transferred or their proceeds as well as any other relief the circumstances may require.

13. Plaintiff seeks exemplary damages as a result of the Defendant's Actions pursuant to Tex. Civ. Prac. Rem. Code § 41.003 and 41.008, which states that (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall

determine the amount of economic damages separately from the amount of other compensatory damages. (b) Exemplary damages awarded against a defendant may not exceed an amount equal to the greater of: (1)(A) two times the amount of economic damages; plus (B) an amount equal to any noneconomic damages found by the jury, not to exceed \$750,00; or (2) \$200,000.

### **FRAUD AND CONSPIRACY TO COMMIT FRAUD**

14. A civil conspiracy consists of a combination by two or more persons to accomplish an unlawful purpose or a lawful purpose by unlawful means. *Firestone Steel Prods. Co. v. Barajas*, 927 S.W.2d 608, 614 (Tex. 1996). The elements of civil conspiracy are (1) two or more persons; (2) an object to be accomplished; (3) a meeting of minds on the object or course of action; (4) one or more unlawful, overt acts; and (5) damages as the proximate result. *Tri v. J.T.T.*, 162 S.W.3d 552, 556 (Tex. 2005); *Boales v. Brighton Builders, Inc.*, 29 S.W.3d 159, 164 (Tex. App.—Houston [14th Dist.] 2000, pet. denied).

15. In the instant case, the Acts and omissions by the Defendants constitute conspiracy, statutory and common law fraud. At all times material to this lawsuit, Defendants conspired to hinder and defeat collection efforts of the Plaintiffs.

16. Plaintiff seeks exemplary damages as a result of the Defendant's Actions pursuant to Tex. Civ. Prac. Rem. Code § 41.003 and 41.008, which states that (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall determine the amount of economic damages separately from the amount of other compensatory damages. (b) Exemplary damages awarded against a defendant may

not exceed an amount equal to the greater of: (1)(A) two times the amount of economic damages; plus (B) an amount equal to any noneconomic damages found by the jury, not to exceed \$750,00; or (2) \$200,000.

### **ALTER EGO**

1. Plaintiff alleges (1) that the persons or entities on whom he seeks to impose liability are alter egos of the debtor, and (2) that the corporate fiction was used for an illegitimate purpose, meaning “actual or constructive fraud, a sham to perpetrate a fraud, or other similar theory” (BOC section 21.223(a) and (b)). *SSP Partners v. Gladstrong Investment (USA) Corp.*, 275 S.W.3d 444, 451-52. Plaintiff alleges that all Defendants are alter egos of the debtor are being used to conceal assets of the debtor and are therefore liable for the full judgment amount.

### **ATTORNEY'S FEES**

2. Pursuant to the TUFTA and Tex. Civ. Prac. & Rem. Code §24.012, which states that “in any proceeding under this chapter, the court may award costs and reasonable attorney’s fees as are equitable and just”, and Tex. Civ. Prac. & Rem. Code §31.002(e), which states that a judgment creditor is entitled to recover reasonable attorney’s fees, Plaintiff seeks recovery of attorney’s fees and expenses because they are attempting to collect a judgment pursuant to TUFTA through court proceedings.

### **PRAYER**

For the foregoing reasons, Plaintiff ROBERT BERLETH, of Berleth & Associates, PLLC, as Receiver (“Receiver”) for and on behalf of Judgment-

Creditor, Deangelo Vehicle Sales, LLC prays that Defendants be cited to appear and answer herein, that, after a final hearing the Court enter a judgment against all Defendants, jointly and severally as set forth above, that Plaintiff recover from Defendants, jointly and severally, and that Plaintiff have such other and further relief to which they may be justly entitled.

Respectfully submitted by:

/s/ *Tristian L. Harris*

**BERLETH & ASSOCIATES**

Robert W. Berleth

Texas Bar # 24091860

SDOT #: 3062288

E-mail: rberleth@berlethlaw.com

Tristian L. Harris

Texas Bar # 24134449

E-mail: tharris@berlethlaw.com

9950 Cypresswood Dr. Suite 200

Tele: 713-588-6900

ATTORNEYS FOR PLAINTIFF

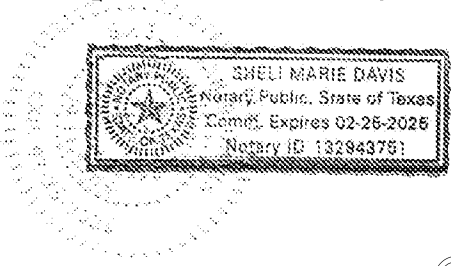


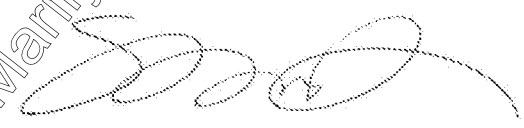
**VERIFICATION**

BEFORE ME, the undersigned authority, on this day personally appeared Tristian L. Harris who, after being duly sworn, upon his oath deposed and stated that he is the authorized representative of Plaintiff Robert Berleth, of Berleth & Associates, PLLC, as Receiver for and on behalf of Judgment Creditors in the above captioned cause, that he has read the foregoing document and that every factual statement contained therein is true and correct and within his personal knowledge.

  
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TRISTIAN L. HARRIS

SWORN TO AND SUBSCRIBED before me by Samuel Perez on this 4th day of April, 2022, to certify which, witness my hand and seal of office.



  
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Notary Public in and for the  
State of Texas

Printed Name: **Sheli Marie Davis**  
My Commission Expires: **April 25, 2025**