

No. 20-5886

**In The  
Supreme Court of the United States**

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Lynn Smith  
PETITIONER

v.

Andrea Dobin, et al  
RESPONDENT

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ON PETITION FOR A WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

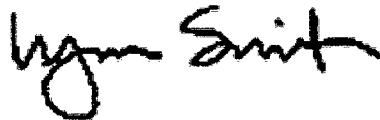
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**SUPPLEMENTAL BRIEF OF THE PETITIONER**

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To the Chief Justices of the Supreme Court of the United States and  
Circuit Justice for the Third Circuit:

Petitioner hereby submits a supplemental brief for a writ of  
certiorari to review appeal from 3-18-cv-14955 Final Judgment and Order  
of the Court of Appeals Third Circuit.



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## TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
SUPPLEMENTAL BRIEF.....	1
A.    The General Reason for Supplemental Brief.....	1
B.    I Do Not Need to Overturn the Final Judgment in State Court to Covert from Chapter 7 to Chapter 13.....	3
C.    The Specific Reason for The Supplemental Brief.....	5
D.    The Criminal Activity that the AGNJ is Fraudulently Concealing.....	7
E.    The Unimpeachable Evidence.....	17
F.    Requested Relief.....	22
CONCLUSION.....	23
APPENDIX	
A.    DAG States Amount Invested by “Victim”	1a
B.    Money Lent and Invested by “Victim”	2a
C.    WESI Investment Letter to “Victim”	3a
D.    Letter & Memo by “Victim” to Lawyer and Friend	4a
E.    Reason for “Victim” to Invest in WESI	10a
F.    “Victim” Never Heard of Digital Gas	11a
G.    AGNJ “Whistleblower” Victimized “Victim” and His Family	13a

## SUPPLEMENTAL BRIEF

Pursuant to Rule 15.8, Petitioner files this brief to apprise the Court of relevant information that became available subsequent to the filing of the Petition. I am including a part of this evidence in the Appendix sufficient for this Court to rule for this Petition. The rest of the evidence I am holding back for an adversary suit against the Attorney General of New Jersey.

The Questions Presented section in our Petition presents a classic case of a Creditor, a Bankruptcy Judge, and a Panel Trustee all violating this Court's rulings and admonitions not to abuse the Rooker-Feldman Doctrine with respect to a Debtor's rightful and sole objection to excessive dollar claims against their estates, as opposed to an objection that seeks to overturn state court orders or final judgments.

In *Exxon Mobil Corp. v. Saudi Basic Industries Corp.*, 544 U.S. 280 (2005), Justice Ginsburg, writing for a unanimous Court, reversed the Third Circuit's decision and remanded that case. After a review of the holdings in the original Rooker and Feldman cases, she then held that the Rooker-Feldman doctrine:

“is confined to cases of the kind from which the doctrine acquired its name: cases brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments.”

The Third Circuit Court of Appeals itself specifically defined the limits of the Rooker-Feldman Doctrine when it ruled in *In Re Phila. Entm't & Dev. Partners LP*, 879 F.3d 492 (3d Cir. 2018). Relying on *Exxon Mobil*, the court noted that the doctrine applies when four requirements are met:

- (1) the federal plaintiff lost in state court,
- (2) the plaintiff complains of injuries caused by the state court judgment,
- (3) that judgment issued before the federal suit was filed, and
- (4) the plaintiff invites the district court to review and reject the state court judgment.

The Third Circuit found that the fourth requirement was not met, and they ruled in favor of the Trustee in Philadelphia Entertainment.

Unfortunately, Lynn Smith is not an oil company, nor a casino, and certainly not a Trustee.

I am merely a Pro Se Litigant seeking the same general protection from the overextension of the Rooker-Feldman Doctrine that the Third Circuit extended when it ruled that the Trustee was not seeking to overturn a state court judgment.

I am not seeking to overturn a state court judgment.

I filed my Chapter 13 Petition in December 2017 and sought to gain approval of a plan to pay my mortgage bank off over several years. Instead, a conflicted judge and trustee ignored evidence, law, this Court's precedent, Third Circuit precedent, and \$679,000 in cash to keep me in Chapter 7 and steal my home of 30-years, the only home my innocent children ever knew.

I will not burden this Court with the sordid details. Instead, I will do something far simpler and direct. In the Appendix are documents that unimpeachably prove that the Attorney General of New Jersey ("AGNJ") has defrauded Lynn Smith and lower federal courts for the last 3-years by filing a false claim amount against me for \$809,237. In this case, abuse of Rooker-Feldman is compounded by malicious fraudulent concealment. Please note:

“Whoever knowingly and fraudulently presents any false claim for proof against the estate of a debtor or uses any such claim in any case under title 11, personally, or by agent, proxy, or attorney, or as agent, proxy, or attorney, . . . shall be fined not more than \$5,000 or imprisoned not more than five years, or both.”

#### **A. The General Reason for the Supplemental Brief**

I am herein filing with this Court several documents that unimpeachably prove that the Attorney General of New Jersey has defrauded Lynn Smith and lower federal courts for the last 3-years by fraudulently concealing that I never “unjustly enriched” myself from Alfred Kryspin’s \$809,237 investment in Digital Gas, a natural resource and energy company. The AGNJ knows that their claim is excessive and should be reduced “significantly”.

In Bankruptcy Court, when I objected to their claim and filed a motion requesting that the AGNJ submit “Additional Documents” to verify who invested the \$809,237 and when. Instead of responding with the information, they claimed that I was attempting to overturn a final judgment in state court. The judge and trustee agreed with them, *refusing my simple request to name the investor, the date he/she invested, and the amount.*

I even pledged to the Court that if it ordered the AGNJ to turn over the Additional Documents, and the documents proved that I unjustly enriched myself with \$809,237 invested in Digital Gas by Mr. Kryspin, that I would drop all appeals and complaints, and not contest the sale of my home. It is now two years later and, during that entire time, the AGNJ, the bankruptcy judge, and the panel trustee still claim that I am only trying to overturn a final judgment in state court.

**B. I Do Not Need to Overturn the Final Judgment in State Court to Covert from Chapter 7 to Chapter 13**

*My primary purpose* in objecting to the size of the state's claim was to establish the fact that without this exaggerated \$809,237 claim my petition should never have been converted from Chapter 13 to Chapter 7. I wanted to proceed in Chapter 13 and obtain a several year payment plan to retire my debts within 5-years. This righteous request was unlawfully denied.

I even gave the NJAG, the judge, and the trustee the opportunity to permit me to bring \$675,000 of non-debt cash that I arranged to bring into my estate to accomplish three objectives:

1. pay off all bona fide creditors;
2. pay for an attorney to represent me; and
3. to make repairs to my home to increase its value

After accomplishing those objectives, and with my home valued at well in excess of \$2,000,000, the Court would have then converted me to a Chapter 11 and permitted an Adversary Complaint against the Attorney of New Jersey for fraudulent concealment and criminal negligence since October 10, 2006. Rather than obstruct justice in Bankruptcy Court, the state could have defended their claim in that public forum in a jury trial. Although this would have saved valuable bankruptcy court time, resources and taxpayer money, the judge and trustee chose to block this alternate path to resolution by citing the Rooker-Feldman Doctrine. I filed a formal objection to the \$809,237 claim and several fair and reasonable motions to make any of the above work, but all were rejected because the bankruptcy judge and panel trustee agreed with the NJAG that all I was doing was violating the Rooker-Feldman Doctrine.

*Why would I seek to overturn a final judgment in state court when all I needed to do was make sure that the state turned over the Additional Documents that would prove that the amount of claim should be reduced significantly, thus permitting me to convert back to Chapter 13 or Chapter 11?*

The judge and trustee even ignored transcripts from the state court trial that would have led any reasonable judge or trustee to conclude that the size of the claim should have been reduced significantly, but they ignored both the intent of Congress and the advice of the United States Supreme Court.

### **C. The Specific Reasons for the Supplemental Brief**

Since my I filed my Petition in July, my husband and I found new information while going through the second half of 300 plastic bins within which most of the items in our home were placed up to the day we were evicted from our home by U.S. Marshals on September 13, 2018.<sup>1</sup>

I present the new evidence first to establish before this Court that I never unjustly enriched myself with Alfred Kryspin's \$809,237 investment in Digital Gas.

The Attorney General of New Jersey has known this since the day the complaint against me was filed. They knew that I did not enrich myself with Mr. Kryspin's investment in Digital Gas for one simple reason:

Alfred Kryspin never invested in Digital Gas. In fact, he did not know Digital Gas even existed until approximately 18-months after investing in another company, Wickline Energy Systems.

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<sup>1</sup> Approximately 20% of our personal items had to be abandoned and were never returned as promised. I filed a motion to have movers obtain the remaining items, but it was denied.

The AGNJ has lied to every federal court they have been in for going on 10-years now to fraudulently conceal their misconduct, criminal negligence, and corruption in administrating the 2006 Digital Gas complaint. Alfred Kryspin's own records (Appendix A) show that he only invested \$115,500 in Wickline Energy Systems. Other than that, he loaned my husband approximately \$67,778.26. He included an additional \$30,000 on his list after he asked my husband to take his car that he could not drive, but my husband returned it because it needed extensive repairs. His total of \$213,278.26 should have been \$183,278.26. That was it.<sup>2</sup>

With respect to me, the following is true:

1. Kryspin's \$115,500 investment in WESI went to Wickline, it was not something I "unjustly enriched" myself with.
2. Kryspin's \$67,778.26 loan for repairs to my home permitted my children and I to move back into our home, but it was not an "unjust enrichment" from a private investment in Digital Gas.
3. \$67,778.26 is not \$809,237.

When Wickline died on December 26, 2003, the company died with him. On that day, Kryspin had no idea that Digital Gas even existed. Yet, the AGNJ has continued to fraudulently represent in federal court after federal court that Kryspin made an \$809,237 investment in Digital Gas that I "unjustly enriched myself from. If anything, my children, and I benefitted from the \$67.778.26 loan.

The AGNJ, the judge, and the trustee have used the Rooker-Feldman Doctrine to conceal this unimpeachable fact.

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<sup>2</sup> Kryspin also arranged a \$250,000 loan which was used to pay Edward Wickline and related bills and expenses.



I would like to reiterate that the only dollar number that I can be remotely connected to is \$67,778.26 since I owned the home that was being repaired. Even with that being the case, when the loans were made, Alfred Kryspin had no idea that Digital Gas existed.

My objection to the size of the state's claim and request for Additional Documents was appropriate and consistent with Congressional intent that in Bankruptcy Court debtor's estates be protected from fraudulent and/or excessive claims by creditors.

**D. The Criminal Activity that the AGNJ is Fraudulently Concealing**

Separate from the issue that the Rooker-Feldman Doctrine was overextended is what the AGNJ is fraudulently concealing. I would now like to address issue of how and why the AGNJ was so wrong, so "off" in their calculation of \$809,237.

The justices of this Court know what DAG's often do in state court in these type cases. Spouses of defendants are charged with "unjust enrichment" to encumber their home and make sure that they cannot refinance their mortgage or get a home equity loan to retain an attorney. In this case, there might be another explanation.

On September 29, 2006, my husband told the lawyer for the Community States Bank in Ankeny, Iowa that he would not bail out two rogue consultants, Barry Levinson, and Ron Reckinger, from bank fraud charges for illegally using Digital Gas restricted shares to obtain up to \$1.5 million in bank loans.<sup>3</sup> Facing criminal charges, Levinson called his old girlfriend, Jacqueline Greenberg Vogt, a partner at Greenberg Traurig, to create the *Digital Gas is a scam* narrative.

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<sup>3</sup> Levinson had asked my husband to divert assets from the company. He offered him \$115 million from a proposed \$280 million sale. My husband refused and dismissed him. Subsequently, he and Reckinger decided to raid the company for its assets. The bank loans were for their working capital.

When the raid on my home occurred a day after the complaint was filed on October 10th, the agents were looking for \$10 million in cash. Levinson and Reckinger told the AGNJ that my husband had hidden this amount of cash in our house. After 8-hours, they found my daughter's pink purse with \$300 in Silver Certificates.

Ronald Reckinger's contribution to the narrative was that I had "unjustly enriched" myself with Alfred Kryspin's \$809,237 private investment in Digital Gas. So, it is entirely possible that the young DAG prosecuting his first case, impressed by Ms. Vogt and having to file the complaint on one week's notice, simply accepted Reckinger's word that Kryspin invested \$809,237 in Digital Gas without doing a proper due diligence. Rumeal Robinson went to jail for 6.5 years, but Levinson and Reckinger avoided the criminal charges they deserved.

Once my husband made all of this transparent to the DAG and directly to Attorney General Stuart Rabner, their response was to ignore the exculpatory evidence, violate SEC full material disclosure laws by failing to make a retractive press release to Digital Gas investors, and continue to falsely claim that I unjustly enriched myself with a \$809,237 investment in Digital Gas that Alfred Kryspin never made.

Judge Michael B. Kaplan and Trustee Andrea Dobin know that the NJAG has been fraudulently concealing these facts and have aided and abetted them by blocking my request for Additional Documents by citing the Rooker-Feldman Doctrine. This Supplemental Brief provides further evidence to this Court to of a 1) a serious abuse of the Rooker-Feldman Doctrine, and 2) fraudulent concealment by a creditor in Bankruptcy Court. The new evidence presented in the Appendix proves without question that the overextension of the Rooker-Feldman Doctrine is not an error, but a legal device to cover-up *official misconduct and criminality*.

This Court has a special opportunity to send a message to state governments that an objection to the size of their claims in Bankruptcy Court, and a debtor's request for Additional Documents, is not a request for a new trial.

I want to reduce the size of a clearly overstated claim.

What complicates my righteous objection to the "exaggerated" claim is that the Additional Documents I requested will surely expose the official corruption, criminal negligence, and criminal acts that occurred in the Office of the Attorney General of the State of New Jersey. Hopefully, that should be of no concern to this Court.

In the end, I wear the final judgment in state court proudly.

The final judgment I was forced to accept is an enigma:

- In one sense it is the absence of presence of justice.
- In another sense it is the mark inflicted by the conjoinment of private and official criminality.

Unfair, but my intent when I objected to the state's claim was to reduce the amount of the false claim and get back to either Chapter 11 or Chapter 13.

As much as my daughters and I have suffered unreasonable damage at the hands of the AGNJ, there are others that Chief Justice Rabner continued to ignore against all evidence, year after year, death after death, divorce after divorce, while children and grandchildren were denied the benefits of what the AGNJ permitted to be stolen.

The real victims are 200 entirely innocent families that were stripped of their 50% ownership in \$617 million in cash and \$5 Billion in natural resources assets.

Why?

Because Attorney General Rabner chose career advancement to Chief Justice of the New Jersey Supreme Court rather than over honoring his respective Codes of Conduct as AG and judge.

Because Attorney General Rabner did not want to risk the public perception that Jacqueline Greenberg Vogt of Greenberg Traurig had exercised influence over him to quickly file a complaint against an innocent company without a modicum of due diligence to spare her clients the 6.5 year sentence that a duped Rumeal Robinson ended up suffering. <sup>4</sup>

Because Attorney General after Attorney General have fraudulently concealed the above evidence and official misconduct from federal judges.

The NJAG deployed the Rooker-Feldman Doctrine to avoid disclosing to the federal court system that the person they relied upon for their \$809,237 claim, Ron Reckinger, is the same "Ron" referenced in this Grand Jury filing by the United States of America:

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<sup>4</sup> [Note: Rumeal Robinson was also a victim of Barry Levinson, Ron Reckinger, and attorney Thomas Throne who all should have been indicted for using restricted Digital Gas shares to obtain in excess of \$1 million in loans, based on the payment of a \$100,000 bribe to the bank officer, and a promise by Levinson, Reckinger, and Throne of another cash \$495,000 payment.

Please carefully review this link:

**<https://sc.cnbcfm.com/applications/cnbc.com/resources/editorialfiles/2017/03/20/Robinson%20et%20al%20Indictment.pdf>**

and the information contained and the next few pages.]

**RECEIVED**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA

AUG 27 2009

CLERK U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRIAN JERMAINE WILLIAMS,

RUMEAL ROBINSON,

STEPHENIE HODGE,

Defendants.

CRIMINAL NO. 4:09-cr-131

INDICTMENT

18 U.S.C. § 215

18 U.S.C. § 1014

18 U.S.C. § 1343

18 U.S.C. § 1344

18 U.S.C. § 1349

**THE GRAND JURY CHARGES:**INTRODUCTORY ALLEGATIONS

Note the following findings from the Grand Jury in Iowa. "Borrower C" is Levinson and Reckinger operating as Fairway Energy, LLC. "Attorney A" is attorney Thomas Throne of Sheridan, Wyoming:

20. On or about November 10, 2005, defendant WILLIAMS entered an agreement with Borrower C and Attorney A, whose identities are known to the Grand Jury. Borrower C and Attorney A held themselves out as the Chief Executive Officer and Attorney, respectively, for a company called Fairway Energy, LLC.

21. The November 10, 2005 agreement called for defendant WILLIAMS to authorize a loan of \$495,000 from Community State Bank to Fairway Energy, LLC. In exchange, Fairway Energy would pay \$495,000 to whomever defendant WILLIAMS wanted. The \$495,000 payment to whomever defendant WILLIAMS wanted was separate and apart from the repayment of the \$495,000 loan plus interest and fees to Community State Bank.

22. On or about November 16, 2005, defendant WILLIAMS authorized a loan of \$495,000 from Community State Bank to Fairway Energy, LLC.

23. On or about February 17, 2006, defendant WILLIAMS sent an email to Borrower C in which Defendant WILLIAMS instructed Borrower C to wire \$241,249 to defendant ROBINSON's personal account at Community State Bank, \$161,934 to Borrower B's loan account at Community State Bank, and the balance of \$91,817 to defendant WILLIAMS' personal account at Wells Fargo Bank. Collectively, these three amounts equal \$495,000.

24. Defendant WILLIAMS and defendant ROBINSON never received any payments from Borrower C or Fairway Energy. On or about February 28, 2006, defendant WILLIAMS received an email from Borrower C stating, among other things: "This deal had to be slowed down as we owe the underwriter \$100,000 that we have been unable to pay. . . (Ron) has been running ragged trying to find this \$100,000 while I keep both deals moving."

25. On March 1, 2006, defendant WILLIAMS authorized a loan of \$101,044 to Borrower C. The loan proceeds were disbursed as follows:

- \* \$1,000 to Community State Bank for loan origination fees;
- \* \$44 for two overnight fees; and
- \* \$100,000 to an account in the name of "Windham Securities, Inc." at North Fork Bank, Brooklyn, New York.

If this bank fraud occurred at this time, there would be a national furor if it were made known that two Black Americans were sentenced to prison for up to 6.5 years while three White Americans:

1. who were the architects of the fraud,
2. who paid the bank officer \$100,000,
3. who promised him another \$495,000,
4. who promised both men imprisoned untold other riches from a multi-billion oil & gas property they stole from Digital Gas, and who reneged on the payments they promised to the bank to make the loans "good",

...retained Ace Greenberg's daughter, Levinson's old girlfriend, to get them off scot-free.

Levinson and Reckinger schooled Robinson on how to use his friends in the scheme – and encouraged him to use his mother's home to further the interests of Fairway Energy.

In case I have not properly introduced him, Barry Levinson is the person who urged my husband to sell two Canadian quarries for their own personal benefit (\$115 million for my husband):

**“WHY CANNOT I SELL QUARRY #3 TO  
RINKER FOR .35 A PERMITTED TON  
IMMEDIATELY PLUS A ROYALTY AND  
ADDITIONAL FOR FUTURE PERMITTED  
TONS. WHILE I KNOW YOU NEED TO CLOSE  
A DIGG DEAL FIRST, AS YOU PARTNER, I  
DON'T AND WHY WOULD WE NOT WANT TO  
IMMEDIATELY PUT \$14,000,000 IN OUR  
POCKETS AND END OR CASH DILEMMA. I  
CANNOT COMPREHEND.”**

- Barry Levinson  
Greenberg Traurig client  
Summer of 2005

Re: Request to Brian Smith that he  
Commit a Federal Crime by Diverting  
Cash and Assets from a Registered,  
Trading Public Company

...and Levinson is the person taking the advice of the Attorney General of New Jersey and his staff that you cannot be seen attempting to seize Billions of Dollars in assets from 201 families after claiming that the company you are in the process of raiding is a “scam with no assets”. So, he suddenly developed “health issues”, as was falsely reported by Throne to the Wyoming Bankruptcy Court, at the same time all three faced indictment in Iowa:

**AFFIDAVIT FOR S. THOMAS THRONE**

COMES NOW, S. Thomas Throne, after being duly sworn and upon his oath states and alleges as follows:

1. This Affidavit is written as a supplement my prior affidavits in the New Energy bankruptcy case.
2. Since my last affidavit in this case several events have transpired.
3. Barry Levinson suffered some health issues and his partner, Ron Reckinger, has taken over securing the funding.
4. The original buyer had represented to us many times that they were closing tomorrow has failed to close. Consequently, Mr. Reckinger in conjunction with another consultant has secured two purchasers:
  - a. The bond offering is being sold in two parts. The consultant has the contract for the biggest portion of the offering.
  - b. We anticipate the hearing on October 12, 2006 to have the contract and purchase order for the smaller portion.
5. Both contracts will facilitate the bridge loan in prior hearings. I anticipate engaging the bridge loan on October 12, 2006.
6. Closing on both contracts is T+1, which means the funds should be available for the offering by Friday, October 13, 2006.

AFFIANT FURTHER SAYETH NOT.

DATED THIS 11th DAY OF OCTOBER 2006.

S. THOMAS THRONE



STATE OF WYOMING       )  
  )  
COUNTY OF SHERIDAN    )

Subscribed and sworn to before me this 11th day of October 2006 by S. Thomas Throne.

  
Notary Public

My commission expires



So, taking good advice, Levinson concealed his rape of Digital Gas as the AGNJ and 50 state and federal agents descended on my home seeking the \$10 million we "hid in the basement".



On June 29, 2007 Rabner was sworn in as Chief Justice and on June 30, 2007 Reckinger was rewarded with a 50% interest in Fairway Energy, as the rape of the assets of Digital Gas, 201 families, and Lynn Smith continued:

NY Secretary of State  
FILED: 06/29/2007  
Original ID: 2005-000497788  
Amendment ID: 2007-000625262

**LIMITED LIABILITY  
AMENDMENT TO ARTICLES OF ORGANIZATION**

Wyoming Secretary of State  
The Capitol Building, Room 118  
201 W. 24th Street  
Cheyenne, WY 82002-0128

Form: (007) 272-2161/3912  
The (007) 775-2309  
Email: [corporations@sos.wy.gov](mailto:corporations@sos.wy.gov)

The name of the limited liability company is: FAIRWAY ENERGY LLC

Article VI is amended as follows:

MEMBERS

<u>BARRY H. RECKINGER</u>	<u>50%</u>
<u>RON RECKINGER</u>	<u>50%</u>

Article VI is amended as follows:

The name of the company is Reckinger, secondary  
BARRY RECKINGER


The above amendments are adopted in accordance with the operating agreement or with the consent of all members.

Date: 6/30/07

By: BARRY H. RECKINGER

Title: Secy

Filing Fee: \$58.00  
Revised - Revised 9/2003



So, Chief Justice Roberts and Justices Breyer, Thomas, Alito, Gorsuch, Sotomayor, Kagan, and Kavanaugh – this Petition presents a different and highly dangerous abuse or overextension of the Rooker-Feldman Doctrine – the fraudulent concealment by an agency of the State of New Jersey that Attorney General Rabner and each successor over 14-years permitted the financial, emotional, physical and spiritual rape of 201 families, born of official corruption or criminal negligence, for the last 14-years. They do not want to admit that “Ron” either lied to or conspired with the DAG to falsely accuse me of “unjustly enriching” myself with an \$809,237 investment by Alfred Kryspin in Digital Gas that never took place.

Therefore, I am just about the best candidate for denial of the right to object to exaggerated creditor claims by abusing me with an overextension of the applicability of the Rooker-Feldman Doctrine.

I am asking this Court to recognize that the AGNJ, Judge Kaplan, and Trustee Dobin have all set a dangerous precedent that needs to be addressed by this Court. However, I want to make one thing clear before I proceed. I am not seeking a “backdoor” to overturning the Final Judgment and Order in state court.<sup>5</sup> What I am doing in this Supplemental Brief is underlining that two separate damages have occurred. The first is that the AGNJ knowingly, willingly, and maliciously overstated the amount of their claim. The second is that they compounded the damage by filing a \$809,237 claim in bankruptcy court to accomplish two separate, but interrelated, goals: 1) drive me into Chapter 7, and 2) fraudulently conceal how they determined my \$809,237 claim for their October 10, 2006 complaint. They continued seeking \$809,237 in federal court after federal court which violated 18 U.S.C. § 152(2)(3). Obviously, their proof of claim is suspect, as much as the Robo-Signed or Counterfeited Deeds of Trust which are used to strip American homeowners of their property, but I will not cite that, since I do not want to provide the Respondents with any reason to rewind and play their “she wants to overturn a final state judgment” mantra: “Rooker-Feldman...”.

Now for the evidence.

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<sup>5</sup> Obviously, the entire 3-year litigation was corrupted. It was poorly administrated by an incompetent and insecure judge and the DAG and his investigators threatened witnesses, altered evidence, and, in the end, the DAG perjured himself at trial. There is no question of this.

### **E. The Unimpeachable Evidence**

The following is a brief description of the evidence presented in the Appendix. As I mentioned above, I have included a few new items that I have found that are sufficient to demonstrate that I never unjustly enriched myself in the amount of \$809,237 as the state continues to falsely allege in federal court. I have reserved other evidence in case the AGNJ continues to violate the Bankruptcy Code by not reducing the exaggerated amount of their false claim. I include Mr. Kryspin's original record of his transactions and a few excerpts of trial testimony that clearly demonstrate the AGNJ referred to Kryspin when accusing me of this \$809,237 unjust enrichment

#### **Appendix A**

From the trial transcript, the DAG mentions the name "Ron" Reckinger when the DAG at that point confirmed a \$700,000 investment by Kryspin. What is laughable and sad about judge asking whether Reckinger was around was that Reckinger fled the United States to Spain and then Germany before being arrested by Interpol and brought back to the United States to provide evidence against Rumeal Robinson. The DAG knew this but deflected the question by telling the judge that my husband said that Levinson and Reckinger were "bad". Equally disturbing is that the DAG indicated that Kryspin received little stock. In fact, Reckinger, knowing that Kryspin received shares in Digital Gas because it took over WESI a year after Wickline's death, sold Kryspin on the idea of letting Levinson, Reckinger, Throne, and Robinson use his shares obtained from the takeover for the fraudulent loan at the federal bank. The DAG knew all of this, but there was no turning back.

## Appendix B

Alfred Kryspin's own record of his loans and investments.

His loan and investment record shows that he never invested in Digital Gas. He invested \$115,500 in an entirely separate company called Wickline Energy Systems.

I was sued by AGNJ for unjustly enriching myself from a purported Kryspin investment of \$809,237 in Digital Gas that never occurred. This alone shows that the \$809,237 needs to be "reduced". The AGNJ is deathly afraid of explaining their "error" since the source of their information was "Ron" Reckinger, the person named in the Grand Jury filing presented above.

## Appendix C

I present the following letter, signed by Alfred Kryspin, Brian Smith, and a witness. The letter not only evidences that Kryspin invested in WESI but shows the fair and reasonable way my husband treated him. Not only did my husband offer to arrange to guarantee repayment of the loan, he provided him with the legal basis to obtain a Summary Judgment in Superior Court if he chose to file a complaint for non-payment or fraud. Kryspin went on to invest over the next 12-months.

What my husband did was bend over backwards to make sure that Kryspin would never have to be concerned about any loan or investment made.

How many letters, providing an investor with a clear path to Summary Judgment has any justice on this Court seen?

### Appendix D

When Kryspin first met my husband for a presentation, he found him working out of a home office with all rooms leaking from a leaking roof. I was living in Lakewood at my mother's home with the children for the preceding six (6) months. Notwithstanding the condition of our house, Kryspin was impressed with the Wickline Energy System and wanted to secure the rights to operate the company in Poland. T

This is a memo and a letter sent by Kryspin a year later to an attorney of a friend who he wanted to consider making an investment on his recommendation. It is followed by his letter to the potential investor. Both documents name the company he invested in and why he invested. It was not Digital Gas.

### Appendix E

From the trial transcript, the members of this Court can see that Al Kryspin had a special interest in Wickline Energy Systems. He wanted to bring Wickline Energy Systems to the European market.

Kryspin had a special relationship with the family. He worked on our house and we often invited him to dinner. Although he wanted to be repaid the \$67,778.26 that he lent to my husband for the home repairs and supplies, it could not be considered an "investment" and we would have paid him that back. He made a \$115,500 investment in Wickline Energy Systems and arranged for a loan for Wickline. I imagine he would have received a fair amount of stock for that and equity in the European company which is what he really wanted.

My husband has indicated that Wickline would have used Kryspin in Poland since he spoke the language.

### Appendix F

From the trial transcript, the members of this Court can see why Alfred Kryspin did not mention Digital Gas on his list of loans and investments when he loaned my husband \$67,778.26, invested \$115,500 in WESI, and arranged a \$250,000 loan for Wickline.

The reason simple. Kryspin did not know that Digital Gas even existed until over a year later.

The AGNJ knowingly and willingly filed a claim against me for \$809,237 in Bankruptcy Court after I filed my Chapter 13 on December 11, 2017 - knowing that the victim himself provided the trial court with sworn testimony invalidating their claim.

Kryspin did not know that Digital Gas existed when he loaned my husband \$67,778.26 and invested \$115,500. The sum of those amounts, if you want to stretch the truth and all evidence and pretend that he "invested" in Digital Gas, is \$183,278.26.

\$183,278.26 is not \$809,237!

If the state made a claim in Bankruptcy Court for \$183,278.26, I would have been converted back to either Chapter 11 or Chapter 13 and my daughters and I would be living at 409 St. Clair Avenue.

### Appendix G

Part A of this Appendix is a letter sent from Kryspin's family and friends in September 2005 indicating that they were all defrauded by Reckinger. Contrary to the representations of fraud against my husband by the AGNJ, my husband protected investors in Wickline Energy Systems from a complete loss of their investment after Wickline's death.

My husband's solution was to deploy Austin Marshall, J.D., P.E., G.G.P. to provide the technical expertise and connections to run "Digital Energy & Farming", the name of Wickline's business within Digital Gas.

This was a unique solution to protect Kryspin and other WESI investors that was ignored by the DAG and the AGNJ.

This letter was provided to the DAG and directly to Attorney General Stuart Rabner within the first few months after the complaint the state filed against me in October 2006. Since Reckinger was the source of the DAG's "unjust enrichment" allegations, it should have given the DAG and Attorney General cause for concern, cause them to finally do a proper due diligence on Levinson and Reckinger. Instead, it was ignored. Three years later at trial in 2009, the DAG continued this narrative in the exchanges presented in these Appendices. In 2017, eleven years later, the AGNJ was still fraudulently concealing the fact that their \$809,237 was "exaggerated" and needed to be "lowered" in amount.

Part B of this Appendix follows. Unfortunately for Kryspin, he was contacted by "Ron" behind my husband's back and gave his Digital Gas shares up to be used as collateral by Reckinger and Robinson for short term loans to fund their attempts to obtain funding for "Harmony Cove", a resort in Jamaica. Kryspin let him do this for a state in the hotel and casino. Once that deal fell through, Kryspin's shares were probably sent to the Community States Bank to support the illegal loans Levinson and Reckinger encouraged Robinson to arrange for them. The trial excerpts demonstrate that Kryspin gave his shares to Kryspin and that Mr. Behm took his shares from Reckinger and made money – as Kryspin testifies.

## F. Requested Relief

As I previously stated, I am not Exxon Mobil, a casino, or a Trustee, and I am obviously self-represented.

If Certiorari is granted, the Attorney General of New Jersey would more than likely seek to settle the matter to avoid the public outcry questioning how many other hundreds or thousands of innocent families they have purposely and maliciously victimized and damaged. Also, it is quite possible that the Chief Judge of the Third Circuit Bankruptcy Court might compel Judge Kaplan to “correct” his “errors”.

If this Court agrees that the Rooker-Feldman Doctrine was abused and overextended in handling my objection to the amount of the state’s claim and my request for Additional Documents, and directs me to substitute a Writ of Mandamus which will be granted, I am only concerned with the final result. That can take two forms:

*Remand with an order awarding damages.*

*Remand with an order converting my Petition from Chapter 7 to either Chapter 11 or Chapter 13 with, if the state still refuses to “reduce” the amount of their claim against my estate, an order that an Adversary Complaint be supported by the Chief Judge and a new panel trustee.*

My formal objection came prior to the auction on my home and its eventual sale. If the judge and trustee had no overextended Rooker-Feldman prior to and after the auction, I would be in my home today.



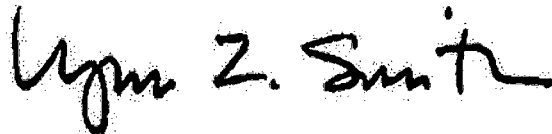
In the end, justice and remediation of damage would be the return of my home with a significant damage award to be paid by the State of New Jersey, not just for this filing of Chapter 13, but for their fraudulent concealment on an ongoing basis each time over the last 10-years they violated 18 US.C. § 152(2)(3) and other federal laws. If the trustee wants more money, for herself or the ZIP CODE Bidder that won her fraudulent auction, or anyone else he fraudulently conveyed it to, get it from the State of New Jersey.

#### CONCLUSION

For the foregoing reasons and those set forth in the petition and reply, the Court should grant the petition for certiorari.

Thanks for your patience.

Respectfully submitted,

Lynn Z. Smith

## Appendix A

## DAG States Amount Invested by Kryspin

Kryspin-cross/Neuhaus

107

1 story.

2 MR. GEROLD: I am actually not sure exactly who  
3 that attorney is.

4 THE COURT: Who is Mr. Reckinger? Is he  
5 around?

6 MR. GEROLD: Mr. Reckinger was someone  
7 associated for Digital Gas shortly -- my understanding is  
8 that he was associated with Digital Gas shortly and now  
9 he no longer is and Mr. Smith alleges that he and the  
10 other fellow, Barry Levinson, are, you know, bad people,  
11 essentially. I don't know what relevance it really has  
12 to Mr. Kryspin giving Mr. Smith \$700,000 and only getting  
13 a small amount of stock in return. I don't necessarily  
14 see the relevance.

## Kryspin States Amount He Invested

Amount Kryspin Claims to Be Owed is Exactly the State's Initial Claim

Kryspin-direct

81

1 after that?

2 A No.

3 Q And based on your calculations how much money  
4 had you given to Mr. Smith as an investment in either  
5 Wickline or Digital Gas?

6 A Well, the monies owed to me that I had finder's fees  
7 involved. He owed me around 800,000.

## Appendix B

## Money Lent to Brian Smith for WEST Investment

Check Number	Paid to	Date	Amount
2896	Seymour Kopf	May 4, 2001	\$507.50
2865	Smarces	July 18, 2001	\$87.99
2930	Cash (saw Repair)	July 20, 2001	\$200.00
2931	Cash (loan BS)	July 24, 2001	\$2,600.00
2937	Brian Smith (loan)	August 16, 2001	\$2,100.00
2939	J. Latona (Gen Contractor)	August 22, 2001	\$4,400.00
2940	Frank Leon (loan BS)	August 22, 2001	\$600.00
2942	Cash (loan BS)	August 23, 2001	\$600.00
2943	Lazmar Communications (TV BS)	August 31, 2001	\$352.98
2953	Home Depot (BS)	September 24, 2001	\$1,000.53
2955	Yehudi Badilla (BS)	September 26, 2001	\$325.00
2963	Cash (BS)	October 16, 2001	\$200.00
2965	Clayton Limo (BS)	October 19, 2001	\$300.00
2969	Home Depot (BS)	November 26, 2001	\$1,000.00
2974	Cash (BS)	November 20, 2001	\$525.00
2976	Cash (BS)	November 22, 2001	\$300.00
2977	Jaeger Lumber	November 22, 2001	\$88.45
2982	L & H Supply	November 30, 2001	\$492.11
2983	Cash (BS)	December 3, 2001	\$1,000.00
2985	Cash (WEST invest)	December 3, 2001	\$4,000.00
2987	Cash (BS)	December 6, 2001	\$500.00
2989	Ken Dennis	December 19, 2001	\$1,000.00
2993	Home Depot (BS)	December 24, 2001	\$50.00
343	Cash (WEST invest)	July 17, 2001	\$1,000.00
344	Cash (WEST invest)	July 17, 2001	\$9,000.00
345	Cash (WEST invest)	July 23, 2001	\$15,000.00
2867	Advanced Electronics	January 31, 2001	\$52.83
2998	April Ely (Typing)	January 5, 2002	\$355.00
3004	Home Depot (BS)	January 24, 2002	\$10.00
3023	Home Depot (BS)	March 10, 2002	\$3,000.00
3027	Sprint Phone Bill (BS)	March 22, 2002	\$706.96
3029	Home Depot (BS)	March 25, 2002	\$18.35
3033	Sprint Phone Bill (BS) Paid by Phone	April 1, 2002	\$782.53
3021	Joe Chiusano (BS)	March 4, 2002	\$400.00
3042	Home Depot (BS)	April 25, 2002	\$50.00
3050	Cash (BS)	May 12, 2002	\$2,000.00
3059	Home Depot (BS)	June 1, 2002	\$100.00
3060	Cash (BS)	May 24, 2002	\$1,000.00
3061	NJ Sand & Gravel	June 4, 2002	\$350.14
3062	Richard Rental	June 4, 2002	\$201.40
3063	Cash (BS)	June 4, 2002	\$2,000.00
3065	Cash (BS)	June 4, 2002	\$5,000.00
3066	Cash (BS)	June 5, 2002	\$5,000.00
3067	Cash (BS)	June 5, 2002	\$2,500.00
3068	Reeds SOD Farm	June 6, 2002	\$400.00
3069	Cash (BS pay help)	June 7, 2002	\$2,000.00
3071	Jaeger Lumber	June 19, 2002	\$143.74
3074	Postmaster (stamps)	June 28, 2002	\$598.80
3078	Home Depot (BS)	July 1, 2002	\$100.00
1	Al Kryspin (loan to BS)	May 29, 2002	\$7,000.00
2	Cash (BS)	July 11, 2002	\$250.00
3	Cash (BS)	May 2, 2002	\$25.00
1560	Sprint PCS (BS)		\$507.33
	Sprint PCS (BS)	February 21, 2001	\$175.00
	Sprint PCS (BS)	January 28, 2001	\$79.99
	Sprint PCS (BS)	February 21, 2001	\$2,000.00
	Steven Jackson (BS)	January 31, 2001	\$355.97
	JIC Pinnacle	July 23, 2001	\$99.96
	A&P	July 8, 2001	\$47.16
	Investment w/Receipt from Brian Smith (WEST)	March 11, 2002	\$100,000.00
	Home Depot		\$8,338.54
	Sprint Phone Bill	February 24, 2003	\$3,300.00
	Mercedes Benz		\$30,000.00
<b>SubTotal:</b>			<b>\$213,278.26</b>
	Ken Wilk loan for BS		\$250,000.00
	10% Finders Fee, from investors listed below		\$30,440.00
	10% Finders Fee, from Airline Pilot		\$2,000.00
<b>Total</b>			<b>\$495,718.26</b>

Appendix C

**Brian Smith**  
409 St. Clair Avenue  
Spring Lake, New Jersey 07762  
(732) 449-7862

July 18, 2001

Al Kryspin  
2157 Route 35  
Sea Girt, N.J.

Dear Al:

You will extend a loan of \$10,000 to me for use as expense money for my work to further the sales and marketing of Wickline Energy Systems, Inc. ("WESI") and for other related business purposes.

In consideration for the above, I will repay you the \$10,000 on or by August 15, 2001 and extend you a further consideration of 5,000 shares of free trading stock in WESI, a private Nevada corporation, which is anticipated to be going public by reverse merger into an OTCBB Edgar-listed shell some time over the next several weeks.

Your repayment will be made by William Brown Esq. of Bowmanville, Ontario, a licensed practicing attorney who handles some of my business matters. Mr. Brown will liquidate shares of WESI that he will be holding for me in Trust after WESI begins trading later this month or in early August.

If there is a delay in WESI going public, Mr. Brown has other collateral in the form of free trading stock that I will order him to liquidate to pay you on a timely basis.

As a further guarantee for you, I have given \$50,000+ of free trading stock in a US company in bearer form to Mr. John A. Gross of Spring Lake Heights, New Jersey, who is known to you for several years and is the person who introduced us. If you are not paid by either Mr. Brown or me directly, on or by August 15, 2001, if you require immediate funds, Mr. Gross will act on your advice and will liquidate the stock beginning on August 16, 2001. He will transfer you \$10,000 against your receipt that you have been paid in full on the loan. Regarding your stock position in WESI, you already have your receipt for that.

If none of the above methods of repayment are successful and you receive no repayment, or, if there is a shortfall in repayment, then I will have until August 31, 2001 to arrange payment to you by some other means, after which you may have your attorney proceed against me for repayment in the applicable court in Monmouth County. This letter hereby further represents my waiver of rights in connection with this matter if you are unpaid by August 31, 2001 and I will not contest your attorney's motion for Summary Judgment for the repayment of the \$10,000.

I hope this letter satisfies any concerns you may have regarding the said loan and compensation by full repayment and the transfer of 5,000 shares of WESI.

Thank you.

Yours truly,

*Brian Smith*

WITNESS

*John A. Gross*  
John A. Gross

AGREED

*Alfred Kryspin*  
Al Kryspin

Appendix D

**To: Robert Wasserman**

**Hello**

- 1. a friend of Ms. Queen's suggested that I present the investment to her...**
- 2. I am not an agent...I have invested approximately \$400,000 of my own money.**
- 3. I am 70 years old and an engineer who has examined the business and determined its potential value.**
- 4. I have placed my son in for \$30,000.**
- 5. I have placed my daughter in for \$20,000.**
- 6. Give me your or Ms. Queen's fax number and I will send up some reading material.**
- 7. The company is due to go public by reverse merger this month.**
- 8. I have been allowed to invest at \$1.00 because:**
  - I have become friendly with the family of one of the people executing the reverse merger and who is financing the deal;**
  - I promised to be part of his sales and marketing effort from the technical side as he moves across the US and Canada lining up contracts to build these Energy & Farming Centers**
  - I also indicated that I would be willing to assist them in setting up manufacturing facilities in Poland through my contacts there.**

9. The company is offering 400,000 shares of "144 stock" at \$2.50, primarily to industry contacts of the founder. This will be finished on or by July 15<sup>th</sup>.

When that is completed, the company will offer 3 million "144 shares" in the \$5.00 - 10.00 range after going public.

10. Prior to being notified that the company was executing the \$2.50 private placement, I asked for 300,000 shares to be placed with family and friends at \$1.00.

Since then I have placed 50,000 shares with my two children as mentioned above.

There are 250,000 shares left and after July 5<sup>th</sup>, they will be withdrawn from my control as the company prepares to go public.

11. Ms. Queen will be treated the same as I. She will receive a letter indicating that she can have her investment returned with 5% interest by requesting it at the end of sixty (60) days.
12. In the first weeks of trading, a one million shares block will be sold to establish a wider public ownership. The anticipated price will be in the \$6.00-7.50 range. From these proceeds I will receive 128% of the amount I invested, so that I can receive my investment back without selling shares. The tax on receiving \$400,000 back will be approximately 28%.

Your client will receive the same treatment as I.

13. I will make weekly reports to Ms. Queen, informing her of progress and updating her on events as they unfold.

6a

**Alfred Kryspin**

2157 Route 35  
Sea Girt, New Jersey 08750  
(732) 895-4278

**Memo**

July 3, 2002

To: Barbara Queen

I would like to share an investment opportunity with you. I personally know all of the individuals involved and have done all kinds of due diligence on every aspect of it.

As a result, I have invested \$500,000 in the company and two of my children \$30,000 and \$20,000 respectively.

The company, Wickline Energy Systems, is a technical, sales and marketing company staffed by a proven team of experts whose goal is to rapidly develop and build timely, efficient and extremely profitable clean energy, food and water production plants across the US.

Since I am an engineer and have become close personally with one of the principals and his wife and two young children over the last year, I have

worked myself into a position of working directly with him to open new plants across the United States, then Canada, then on a worldwide basis. In addition, I have contacts in Poland that I can utilize to expand the manufacturing capacity for the gasifier-combustor.

This unique position will enable me to keep you updated on a weekly or otherwise regular basis. In essence, you will be treated the same as I treat my son and daughter who have invested.

Former coal producing areas across the US each have hundreds of millions of tons of waste coal. In addition to normal municipal waste, wood waste, tires and other difficult substances with BTU value, the company will burn this waste coal with its breakthrough system. The result is that electricity and the thermal energy it needs to conduct its farming operations is generated, all with no harm to the environment. For instance, emissions like carbon dioxide are captured and processed into dry ice.

As part of the process of accessing this waste coal, in part done privately and in part through local and state governments, the company has and will continue to offer to remediate or "reclaim" land that has been stripped of coal in the past. In addition, the company is willing to reinvest up to 5% of its net



income in the communities it operates within, many of which are rapidly becoming ghost towns. This humanitarian approach endears me personally to the company as much as the technical part stimulates me as an engineer.

The fact that the company is doing "all debt" financing for its projects means that substantially all of its net income will be paid out as dividends. As someone older than you, this is the most attractive feature of the investment, although, as the shares rise over the next several years, I may sell up to half of the position in each of the up to 12 public companies that will emanate from this in the US, Canada, Asia and Europe.

All shareholders in my position will receive 128% of their investment returned in the first month of trading. This means that your investment will be returned early in the game. If you are in this, I will advise you when I decide to sell, so that you may avail yourself of my judgment in the matter of cashing out.

Of the 12 companies, the first three in the US will be out by September 30<sup>th</sup> of this year. That will be the Northeast, Southeast and Midwest regions of the US. The first public company will be out later this month, the second in August and the third in September.

9a

Please refer to the map I provide to get a general idea of the split up of the company by regions. On the map #1-3 will constitute the Northeast Region and the rest are noted as #4-10. In essence, the company is doing what AT&T did with the "Baby Bells" only up front.

This is an exciting and meaningful investment.

I hope you share the excitement of this situation with me.

Regards,

Al Kryspin

## Appendix E

## A Few Reasons Why Kryspin Wanted to Invest in WESI

Kryspin-direct

69

(Redacted, statements about children)

Q So would you consider yourself a member of the family almost?

A Almost. I felt very close to him, like you know.

Q And going back to -- you said you gave money to Mr. Smith for Michline?

A Yes and for his house.

Q Okay and do you recall when the first time about you gave Mr. Smith money for Michline?

A Well, if you have the checks you could see the dates on the checks. But I think it was around 1959 when I first started getting them.

Q And you mentioned you also gave him money for his house, is that right?

A For his house, yeah.

Q And what were you supposed to receive in return for the money you gave to him for the house?

A Well, I was going to be like a stock in Michline. I was going to work for Michline. I was an engineer and I'm sure that as they grew they would need an engineer.

Q Did Mr. Smith tell you that?

A I can't remember. But he gave me the impression because that's what I was doing. I was hoping I would go

Kryspin-direct

70

to work for them. As a matter of fact, I wanted to go to Europe and set up the European company, who make the parts in Europe.

## Appendix F

Kryspin Never Heard of Digital Gas  
Until After Wickline Died on December 26, 2003


Kryspin-direct 71

1 A Yes, those are my check numbers.  
2 Q And then I suppose the second column would be  
3 who the check was made out to?  
4 A Yes.  
5 Q And you created this list, right?  
6 A Yes, I did. Clayton Lino, that's a limo service  
7 that he used a lot.  
8 Q Okay and you recall Clayton Lino specifically?  
9 A Yeah, I remember that.  
10 Q And --  
11 A A lot of, some of the names I don't remember because  
12 they were workers working on the house for him and he  
13 needed to pay them off, so I ended up paying them off.  
14 Q Now, this whole time you were giving him money,  
15 why were you giving him all this money?  
16 A Well, I was going to get stock in Wickline.  
17 Q Did you ever get stock in Wickline?  
18 A No.  
19 Q How come?  
20 A Well, later on Mr. Wickline died. I don't remember  
21 what year he died though. But he passed away and I never  
22 met him. But he sounded like a hell of a guy.  
23 Q But based on -- he sounded like a hell of a guy  
24 because of what Mr. Smith told you?  
25 A Yeah, well he had been -- he fought in World War II.

Kryspin-direct 72

1 He was an airplane pilot, Mr. Wickline and he shot down a  
2 German plane. You can't be bad if you did that.  
3 Q Following Mr. Wickline's death, what happened  
4 to the investment in Wickline?  
5 A Brian became president, I was told by Brian that he  
6 owned the company now. But he said he was going to go to  
7 Digital Gas and I never heard of Digital Gas at that time  
8 and until he brought it up and then he said, it's on the  
9 market already. So I said, oh, you know, so I would be  
10 getting my stock in Digital Gas.  
11 Q So although you invested in Wickline, Mr. Smith  
12 then put you into Digital Gas, is that right?  
13 A Yes.  
14 Q And --  
15 A Well, he said I would get the stock.  
16 Q Okay and looking at Exhibit P-110, if we turn  
17 to the second page, maybe I could assist you. Looking at  
18 the subtotal, right here.  
19 A Yes.  
20 Q What is that amount, please?  
21 A \$213,278.26.  
22 Q Is that your recollection of how much you gave  
23 Mr. Smith?  
24 A Actually I think I gave him more. I can't remember  
25 all the times I -- like one time we were in the car with

12a



## Edwin E. Wickline

Obituary

Edwin E. Wickline, 76, of Carysburg, died Friday, Dec. 26, 2003. Memorial services will be 2 p.m. Saturday at Memorial Baptist Church, 1054 Highway 92, Carysburg. The Marlene Kessel Home, Carysburg, is in charge of arrangements.

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## Edwin E. Wickline

Obituary    Condolences

Edwin E. Wickline, 76, of Carysburg, died Friday, Dec. 26, 2003. Memorial services will be 2 p.m. Saturday at Memorial Baptist Church, 1054 Highway 92, Carysburg. The Marlene Kessel Home, Carysburg, is in charge of arrangements.

Published in Evening Southern Enterprise on Dec. 27, 2004

Edwin Wickline died on Friday, December 26, 2003.

## Appendix G

### Part 1: A Memo to Brian Smith from Kryspin's Family and Friends Confirming that Reckinger Defrauded Them and Kryspin

What makes Judge Kaplan's defamation of Lynn Smith as someone who defrauded hundreds of investors even more abusive is the fact that Judge Kaplan has in his possession a letter from clients of Ron Reckinger who stated that he had defrauded them of their Digital Gas stock, not me:

DATE: MONDAY, SEPTEMBER 26, 2005  
TO: BRIAN SMITH  
RE: CHARLES HEIM & ROBERT PARIS  
RM: DIOG

THIS LETTER WILL CONFIRM THE CONVERSATIONS BETWEEN YOU, ROBERT PARIS AND ME REGARDING OUR STOCK HOLDING WITH DIGITAL GAS INC. (DGO).

THE REASON FOR THE LETTER WAS THAT WE WERE UNCOMFORTABLE WITH COMMENTS THAT RON RECKINGER MADE CONCERNING YOUR PERFORMANCE WITH DIOG. HE ADVISED US THAT YOU WERE NOT MOVING THE COMPANY IN THE RIGHT DIRECTION AND FURTHERMORE THAT HE WAS SETTING YOU UP WITH DIOALS AND YOU WERE NOT FOLLOWING THROUGH. THESE COMMENTS MADE PARIS AND I LOSE OF THE STABILITY OF THE STOCK WHICH IS THE REASON FOR THE DEMAND LETTER.

I WAS GIVEN A DIGITAL GAS STOCK CERTIFICATE BY RECKINGER THE PAST MARCH IN THE AMOUNT OF 25,000 SHARES. YOU HAVE PROVIDED US WITH EVIDENCE THAT THE SHARES WERE ACTUALLY ISSUED WILL. BEFORE SEPTEMBER, 2004 AND THAT AROUND LAST SEPTEMBER YOU GAVE THE SHARES TO RECKINGER AFTER HE SHOWED YOU A LETTER INDICATING THAT HE WAS A TRUSTEE FOR AL KRYSPIN AND THAT HE SAID HE WOULD DELIVER HIS AND OUR SHARES TO US. I DO REMEMBER YOU CALLING ME AROUND THAT TIME ALERTING ME THAT THE SHARES WERE BEING DELIVERED BY RECKINGER TO THE KRYSPINS, BUT I NEVER RECEIVED THEM.

NOW THAT WE SEE THE WHOLE PICTURE CONCERNING RECKINGER'S INTENTION REGARDING SECURED CONTROL OF THE PROJECTS OF DIGITAL GAS, WE DO NOT WANT TO BE ASSOCIATED WITH THE SITUATION REGARDLESS OF THE RELATIONSHIP WITH RECKINGER AND AL KRYSPIN.

THEREFORE, BASED ON THE INFORMATION VIA E-MAILS AND CONVERSATIONS BETWEEN US OVER THE PAST SEVERAL DAYS, PLEASE BE ADVISED THAT AT THIS TIME ROBERT AND I, HOLLY PARIS, CHARLES AND DARYL HEIM ARE RETRACTING AND DISAVOWING THE DEMAND LETTER THAT WAS SENT TO YOU LAST WEEK.

WE WILL ALSO FOLLOW UP AS TO WHY IT TOOK SO LONG TO RECEIVE THE CERTIFICATES FROM MR. RECKINGER.

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME VIA E-MAIL OR (973) 216-1999 OR HEIM PARIS (201) 212-2770.

SINCERELY,

CHARLES HEIM  
ROBERT PARIS  
(SIGNED ELECTRONICALLY)

Part 2: Reckinger Ended Up Using Kryspin's Stock as Collateral for  
the Illegal Loans at the Federal Bank

--- The "Lawyer" was Either Levinson or Throne

Kryspin-cross/Neumann

100

1 stock? It was only a year or two ago you said?  
2 A Well, he had come up and we met at the After  
3 Restaurant. Ron Reckinger drove Brian up and I was there  
4 and he told me how much he was going to give me.  
5 Q Who Brian or --  
6 A Brian.  
7 Q Okay, who is Ron Reckinger? Who is Ron  
8 Reckinger?  
9 A He was the man that I knew that I had introduced to  
10 Brian and Brian had business dealings with him.  
11 Q Well, when the stock was given to you, was it  
12 given to you or was it given to Ron Reckinger?  
13 A It was given to me.  
14 Q It was given to you. And you actually got the  
15 share certificates.  
16 A Yes.  
17 Q Okay and what do you do with the stock? Did  
18 you ever sell it?  
19 A No, I gave it to Ron Reckinger.  
20 Q What did you give it to Ron Reckinger for?  
21 A He was my, I don't know what you call it, he had my  
22 power of attorney. I had problems. I became legally  
23 blind. I couldn't drive my car anymore. So he was  
24 holding it for me.  
25 Q How long have you known Ron Reckinger?

Kryspin-cross/Neumann

111

1 call it, a talk. They all came down the shore and Brian  
2 talked to them about -- I think he talked about not  
3 Digital Gas but the other one, Mr. -- you know, the  
4 original one.  
5 THE COURT: Wickler or Wink something.  
6 THE WITNESS: Yeah, the guy from Pennsylvania,  
7 Gettysburg.  
8 THE COURT: Wait a minute. You told us this  
9 morning it was Wickline?  
10 THE WITNESS: Wickline.  
11 THE COURT: Wickline, okay.  
12 THE WITNESS: I'm sorry.  
13 THE COURT: That's all right, no problem.  
14 BY MR. NEUMANN:  
15 Q So Mr. Beam invested some money?  
16 A Yes.  
17 Q And did he invest money in Wickline or in  
18 Digital Gas?  
19 A Digital Gas, that was the only stock they had.  
20 Q Okay. And he got his shares, didn't he?  
21 A Yes.  
22 Q And he actually sold them, didn't he?  
23 A Yes.  
24 Q And he actually made money, didn't he?  
25 A He actually made money, the only one.

Kryspin-cross/Neumann

112

1 Q Okay, well, you gave your shares to -- what was  
2 his name?  
3 A Ron Reckinger.  
4 Q Okay.  
5 THE COURT: I'm not sure he gave them.  
6 A Yeah, I didn't give them.  
7 THE COURT: I think he gave possession of them.  
8 I think you're right there. But I don't think he turned  
9 over ownership to them.  
10 MR. NEUMANN: I didn't mean to imply that he  
11 had a donative intent here.  
12 THE COURT: Okay, he did give them possession  
13 of them though.  
14 MR. NEUMANN: He gave them possession.  
15 BY MR. NEUMANN:  
16 Q So do you remember that at one point you got  
17 300,000 of the shares back?  
18 A 400,000.  
19 Q You got 400,000 back?  
20 A Yes. When I got them back, Brian had to pay 100,000  
21 for it, that's what he told me.  
22 Q Right, because Reckinger had pledged them for a  
23 loan?  
24 A Something like that.  
25 Q And that loan had nothing, no benefit to you,

Kryspin-cross/Neumann

113

1 you didn't get any of the loan proceeds?  
2 A No, no, no.  
3 Q That was Reckinger using your stock to get  
4 money for Reckinger's purposes, correct?  
5 A Yes.  
6 Q Okay. After you got the shares back then  
7 didn't you give them to Reckinger again?  
8 A Yes, he has my power of attorney.  
9 Q So, this is the guy that took your shares, used  
10 them as collateral for his own purposes.  
11 A I don't know if it was for his purposes.  
12 Q It wasn't for your purposes?  
13 A I wasn't for mine. That I could attest to.  
14 Q Okay, okay. Brian was able to get those shares  
15 back for you though?  
16 A Yes, he told me he paid \$100,000 to get them back.  
17 Q And you got the shares back?  
18 A Yes, I got the shares back.  
19 Q And once you got the shares -- they actually  
20 got mailed to you, didn't they, FedEx?  
21 A Could be.  
22 Q Yeah, okay, so once you had your shares, do you  
23 remember when that was?  
24 A A couple of years ago.  
25 Q Was it before or after Beam sold his shares?



Kryspin-cross/Neumann

114

1 A I think it was before, I think it was before.  
 2 Q Okay, do you know when you got them back, --  
 3 now, after you got them back, then Reckinger got them  
 4 again, didn't he?  
 5 A Yes.  
 6 Q And he used them for some other kind of  
 7 investment, didn't he?  
 8 A I don't know.  
 9 Q You don't know. Did you ever see them again  
 10 after that, those shares?  
 11 A Once or twice. But I'm looking for him now.  
 12 Q Well, did Reckinger get them back to you?  
 13 A No.  
 14 Q No. So you did get shares, Reckinger -- you  
 15 gave the shares to Reckinger, he hocked them for a loan  
 16 or something.  
 17 A Whatever.  
 18 Q Brian was able to get those shares back for you  
 19 and then you gave them back to Reckinger and you still  
 20 don't have them, correct? Do you know how much Beam made  
 21 when he sold his shares?  
 22 A Well, he only had -- he had the least amount. So he  
 23 couldn't have made too much.  
 24 Q Do you know how much he sold -- what the sale  
 25 price was per share?

Kryspin-redirect

124

1 REDIRECT EXAMINATION BY MR. GEROLD:  
 2 Q Mr. Kryspin, you were speaking about -- you had  
 3 just spoken about Mr. Reckinger and a certain transaction  
 4 with a bank, do you recall talking about that with Mr.  
 5 Neumann?  
 6 A With Mr. who?  
 7 Q With the attorney who was just asking you  
 8 questions?  
 9 A Yeah.  
 10 Q Okay and regarding that transaction between Mr.  
 11 Reckinger and the bank, where did you get your  
 12 information regarding that transaction?  
 13 A Well, when he did what?  
 14 Q You were speaking about you gave your shares of  
 15 stock to Mr. Reckinger, right?  
 16 A Yes.  
 17 Q And what did Mr. Reckinger do with those shares  
 18 of stock?  
 19 A I thought he was holding them.  
 20 Q Okay, and --  
 21 A I don't know about the deals he was making.  
 22 Q Did Mr. Smith ever tell you about the deals Mr.  
 23 Reckinger was making with your stock?  
 24 A No, not really. Not that I could recollect.  
 25 Q And