

ENTRY OF APPEAL
PLEASE ENTER ME, KENNETH W. LEE, AS REPRESENTING MYSELF IN THE
ABOVE CAPTIONED MATTER

I am not an attorney nor do I represent myself to have any skills in such matters. I am having to represent myself, as no attorney would take this matter pro-bono. I have no way to retain them with my house and bank accounts frozen in the courts. I am trying to research the proper way to address the respected courts in this matter and am having difficulties understanding what exactly I am reading. I am going to have trouble addressing the plaintiffs arguments where cases are listed because I do not know how to look up those cases which could be detrimental, or beneficial, to my case.

As stated in and response to **MOTION OF RECEIVER FOR ORDER**
REQUIRING PROOF OF INSURANCE, PROOF OF CURRENT PAYMENT OF
REAL ESTATE TAXES, AND ESTABLISHING PROCEDURES REGARDING
MAINTENANCE OF PROPERTY, dated May 7th, 2010.

Kenneth W. Lee, as Defendant ("LEE"), hereby requests that this Court deny an Order requiring Kenneth Wayne Lee, Sheila Lee, Darren Lee and David Lee to provide proof of current homeowners insurance and payment of real estate taxes with the respect to certain properties. Furthermore, it is ridiculous of the Receiver to ask this Court to establish procedures to allow verification of the upkeep and maintenance of certain properties. In support of the denial of this motion, Lee states as follows:

1. The Plaintiffs have yet to prove their case of any fraud or solicitations of Kenneth W. Lee. There has been evidence submitted to the respected Court in Relief Defendant Darren

A. Lee's Response to MOTION OF RECEIVER FOR ORDER REQUIRING PROOF OF INSURANCE, PROOF OF CURRENT PAYMENT OF REAL ESTATE TAXES, AND ESTABLISHING PROCEDURES REGARDING MAINTENANCE OF PROPERTY and Kenneth W. Lee would refer the respected Court to Exhibit A to Declaration of Dexiang Luo and Exhibit B to Declaration of Susie Southwell,. In these Declarations, these individuals, clearly, testify that Kenneth W. Lee did not solicit them. They represent to the Court who they were solicited by and that is not Kenneth W. Lee. Ming Yu mentions pooling very carefully, as if she was coached actually, in the Exhibit C to Declaration of Ming Yu. Kenneth W. Lee does not speak Chinese in any form, what-so-ever, to have been soliciting an Asian community and a church. That is just an outrageous allegation and the entire basis of the Plaintiffs financial claims and the foundation of their case. The Receiver is purposefully making this over-burdensome on this family with this motion to the Court.

4. The Prestige account at bank of America was opened with an initial deposit of \$15,000 that was Kenneth W. Lee's own personal funds. Kenneth W. Lee would request the Receiver to prove how it is determined that it was opened with investor funds. The only funds that were deposited by investors was a wire of \$115,000 that was deposited on August 29, 2003, which was a Friday. You cannot transfer funds over the weekend. The Receiver should have researched this before implying to the Court that the money just sat around for the month of August, but instead, the Receiver just showed another error on his judgement and prejudiced calculations.

5. Kenneth W. Lee would like the Receiver to prove that \$574,982 was deposited by only investors in September 2003. The wire amounts that were deposited by investors only add

up \$414,982 and a withdrawal by Xihai Zhang of \$20,000 which totals \$394,982. September was the month that Prestige Enterprise began working. Federated Management was the institution that was trading during this transition to a new brokerage house. The fact that no money was transferred to a trading account is far outweighed by the Receivers' misrepresentation and falsifying information to the Court with an extra \$180,000. I am submitting into evidence Exhibit 3. This is a statement from Federated Management's bank in Panama that shows the initial opening deposit on August 26th, 2003 of \$15,000, the deposits on September 29th and 30th of 2003, of \$30,000 and \$130,000 were mailed checks from Kenneth W. Lee's personal funds. Everyday is spent looking for items that I know I have or, at least, used to have. The Receiver is just assuming everything is investors money. Lee invested over \$200,000 into Federated Management and Prestige Ventures in the beginning. Lee also assumed customers positions in PVC when they wanted to have their funds returned. Lee would have funds wire transferred to the customer from PVC's account in Panama until all funds were transferred out to customers and or Lee. This amount was approximately \$750,000 which did not include the funds sent to PVC/Lee for deposit into Bank of America. The Receiver does not have that Benefit of Assumption, and there is no place for this in this Court. Kenneth W. Lee would request the Court weigh the Plaintiffs' allegations when the Plaintiffs' numbers are over inflated consistently and submitted by the Plaintiffs themselves. If the Plaintiffs are overly miscalculating every allegation, then Kenneth W. Lee would request to have this case dismissed on the grounds that the Plaintiffs' entire case is unjustly brought upon the respected Court. It takes time to find any documents after 7 years, 2 moves, and electronically stored information is no longer accessible. I am also sending this to the Receiver. Everyday is spent looking for items that I may or have

available to me any longer. Documents have been lost in moves and computers have failed thus destroying information.

6. The Receiver has stated that his analysis is not complete. It should not be considered factual, due to the fact of the Receiver's misrepresentations to the Court. The Receiver is clearly helping the Plaintiffs with their case by misleading the Court with a fictitious analysis.

7. The Receiver has falsely implied that "**immediately upon the availability of investor funds in the Prestige bank account at Bank of America Lee family members used investor funds to purchase personal assets and to pay themselves and their personal expenses.**" This is a broad claim by the Receiver when his analysis is, in Mr. Moriarty's own words, "...Not Yet Completed...". The Receiver's non-completed and, alleged, 'completed' analysis are identical.

8. Kenneth W. Lee agrees that his home at Jorrington Court was purchased with the funds from the sale of his prior residence in 1996.

11. The Defendants and Relief Defendants reserve the right of a fair trial in the interest of justice. With the Plaintiffs requesting documents from approximately seven years ago, it takes time to find the required information. Kenneth W. Lee should file a Motion for Continuance, so that the case has a chance of fairness for both sides, but with my entire family's bank accounts frozen, it is virtually impossible to push this off indefinitely because of how the Plaintiffs have already treated my loved ones. The damage, in that aspect, is already done, and everyday that the Lee's get strong-armed in a heavy-handed way, by the people who are employed by our government to protect us, just damages us even more. How are their actions in

the interest of justice? The Plaintiffs are trying to bulldoze Defendants and Relief Defendants through the judicial process without ensuring that they maintain their ethics.

15. The Receiver states that, **“The Lee Responses set out virtually identical arguments and in substance allege, without any evidentiary support, that all monies paid by Prestige to or for the benefit of the Lees were properly earned or represented the personal funds of the Lees.”** There have been no new supportive answers, or any evidentiary support to rebuke the Lees answers, by the Plaintiffs since the Complaint was filed on November 20th for the Receiver to point the finger towards the Lee’s arguments when none of the Lees have any legal knowledge or legal representation.

The Prestige Ventures Investment Program Disclosure is dated July 3rd, 2003. That document would have been signed by anyone who opened their account in the proper procedure, as Zheng Zhou and Jundong Lan have. I am submitting into evidence Exhibit 1, which is proof that the Risk Disclosure was signed by anyone that went through the proper channel, and not solicited by another individual to put the money into their own account, would have acknowledged and signed the Prestige Ventures Investment Program Disclosure.

The customers, that the Plaintiffs are representing, have testified, of their own volition, that they solicited themselves. Ming Yu requested, in an email, that the authority over her Aunt’s account be turned over to Ming Yu, because her Aunt does not speak English. I am submitting Ming’s email to the Court as Exhibit 2. This came from Ming, herself, and I ask the Court to reflect how Kenneth W. Lee is supposed to have solicited these, alleged, 140 individuals, as the Plaintiffs state, when Kenneth Lee speaks no Chinese what-so-ever. Lee never went to

Oklahoma, did not attend a Chinese Church in Oklahoma so to be accused of soliciting in these places is a false statement. Lee specifically stated to all that he could not and would not discuss these investments with anyone and never made an offer to purchase any investments of any kind. Lee stated that it was not to be offered to any US citizen under any circumstance. I know that these individuals could testify about being solicited by Simon Yang to invest in Prestige. The Risk Disclosure was discussed and signed by them at the time that the application was filled out.

17. Kenneth W. Lee respectfully requests the Court to deny the Receiver's request because it is unjust and unlawful. Kenneth and Sheila Lee purchased their home with their own money and our Jorrington home was never property of Prestige Ventures. The Receiver requested any documents that I had for Prestige Ventures and Prestige Ventures assets. This takes time and the Receiver is unjust with his demands of Insurance and maintenance, due to the fact that they have no significance to the case, are over-burdensome, and uncalled for.

19. If the Plaintiffs allegation is true that Prestige Ventures never made a profit, then where is the extra \$1.8 million dollars coming from that was lost versus invested? Kenneth W. Lee would request the Court to refer to Relief Defendant Darren A. Lee's Response to MOTION OF RECEIVER FOR ORDER REQUIRING PROOF OF INSURANCE, PROOF OF CURRENT PAYMENT OF REAL ESTATE TAXES, AND ESTABLISHING PROCEDURES REGARDING MAINTENANCE OF PROPERTY, Exhibit D of Declaration of Kara Mucha, in which, Ms. Mucha has the CFTC's financial trading analytical breakdown of investor deposits and withdrawals. The Plaintiffs have added an extra \$1.8 million to the lawsuit that was not invested. The math is not there to support this argument, that is repeated, virtually, verbatim over and over.

ARGUMENT

It is pre-mature for the Receiver to claim that the so-called record in this case clearly and unequivocally establishes that the Jorrington House, the Palmetto House and the Boat were paid for with investor funds deposited into the Prestige account at Bank of America and are therefore the property of Prestige. The Receiver is consistently pushing this through as fast as he can without allowing the Defendants and Relief Defendants the opportunity for equality in the justice system. Kenneth W. Lee would humbly request the respected Court to grant a Continuance. It is in the interest of justice that the Lees be allowed time to provide crucial documents, electronically stored information, and any other vital information that could be beneficial to the Lees case.

The taxes have been paid on the properties. The properties are maintained in a fashion that there has not been one complaint from the Home Owners Association. To request authority to sell our homes out from underneath us without giving proper time in respect to individuals who are *Pro Se* in the respected Court, is just a threatening statement and seems to show the irritation of how seizing our bank accounts before any Lee could get legal representation has not worked out with the fact that the Defendants and Relief Defendants are fighting for what is rightfully ours. The Receiver, for the entire time of documents that I have received from the Receiver, is not Warren F. Bickford and, yet, Mr. Bickford writes this harassing request. The Plaintiffs apparently have unlimited amount of attorneys that they are continually using to send threatening motions and causing everyday to be a crisis. They are over-powering us with no remorse to the fact that they are wrong with their case. Four *Pro Se* individuals are slowly providing pertinent information that is showing the illegitimacy of the Plaintiffs case, and the

Plaintiffs are trying to rush it through as soon as possible to avoid the shame of losing a case. It is not about 'losing' a case. This is about justice for every party in the lawsuit, including the Defendants or Relief Defendants.

Kenneth W. Lee respectfully requests that this Court deny an Order (a) requiring Kenneth Wayne Lee and Sheila Lee to provide proof of current homeowner's insurance and payment of real estate taxes for the Jorrington House; (b) requiring Darren Lee to provide proof of current homeowner's insurance and payment of real estate taxes for the Palmetto House; © requiring Darren Lee and David lee to provide proof of current insurance covering the Boat; (d) granting Receiver reasonable access to the Jorrington House and the Palmetto House for the purpose of verifying the current condition of those properties; and (e) for such other and further relief as this Court deems just and proper.

Dated: May 12th, 2010

Respectfully Submitted,



Kenneth Wayne Lee
1660 Jorrington Street
Mount Pleasant, SC 29466
Telephone - 843-814-3877

CERTIFICATE OF SERVICE

I hereby certify that, on May 21st, 2010, I caused one copy of **Relief Defendant Kenneth Wayne Lee's Response to MOTION OF Receiver FOR ORDER REQUIRING PROOF OF INSURANCE, PROOF OF CURRENT PAYMENT OF REAL ESTATE TAXES, AND ESTABLISHING PROCEDURES REGARDING MAINTENANCE OF PROPERTY** to be served by U.S. Mail on the following:

Katherine S. Driscoll
1155 21st Street NW
Washington, DC 20581

Terra Shamas Bonnell
Oklahoma Department of Securities
120 North Robinson Avenue, Suite 860
Oklahoma City, OK 73102

Warren F. Bickford, OBA #773
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
100 North Broadway, Suite 1700
Oklahoma City, OK 73102

Exhibit 1

APR-20-04 10:15 FROM: AIRPAK CORPORATION

ID: 4162283456

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Prestige Ventures, Corp.
PO Box 5956, El Dorado
Panama City, Republic of Panama
Zona 5

Re: Acknowledgment of Receipt of the Prestige Ventures Investment Program Disclosure

Document Gentlemen:

This is to acknowledge that I have received, read and understand the Disclosure Document dated July 3, 2003 of Prestige Ventures, Corp. describing the trading program pursuant to which my account will be directed, including the Risk Disclosure Statement included therein.

Signature:  _____ Date: 4/20/2004

Printed Name: Jundong Lan _____

Prestige Ventures, Corp.
PO Box 5956, El Dorado
Panama City, Republic of Panama
Zona 6

Re: Acknowledgment of Receipt of the Prestige Ventures Investment Program Disclosure

Document Gentlemen:

This is to acknowledge that I have received, read and understand the Disclosure Document dated July 3, 2003 of Prestige Ventures, Corp. describing the trading program pursuant to which my account will be directed, including the Risk Disclosure Statement included therein.

Signature: _____

Date: _____

Printed Name: _____

EXHIBIT 2

Ken Lee

From: Ming Yu [mryu@redriverelcc.com]
Sent: Wednesday, December 03, 2003 2:55 PM
To: Ken Lee
Subject: Re: 070703.pdf

Dear Mr. Lee:

Can I change our account (070703) to my aunt's name, Dinghu Yu, and authorize us to manage this account. She can't speak English. Thank you!

Have a nice day!

Sincerely,
Ming Yu and Z.X. Luo

Ken Lee <alee@famcu.com> wrote:

Thank you for your account.

> ATTACHMENT part 2 application/pdf name=070703.pdf

EXHIBIT 3

PanAmerica Group, Inc

P.O. Box 102-2154 Waffle Trade Center
Panama City, Republic of Panama

Profiga Ventures, Corp
P.O. Box 5858 E. Dorado
Panama, Republic of Panama

Brokerage
Account Statement

Statement Period: 6/1/2003 - 6/31/2003

F2023111-01 - 04

Transactions in Date Sequence

Transaction Date	Account Name	Debit	Credit	Balance
6/31/2003	Aggressive Growth/Incentive Fund		10,555.63	
6/31/2003	Aggressive Growth/Incentive Fund	79,134.50		
6/31/2003	Aggressive Growth/Incentive Fund		24,020.49	
6/31/2003	Aggressive Growth/Incentive Fund		22,759.75	
6/31/2003	Debit - Wire Transfer	48,200.00		
6/31/2003	Debit - Wire Transfer	52,200.00		
6/31/2003	Debit - CHX Withdrawal POC	15,100.00		

Transactions Summary
UNITED STATES DOLLAR
The preferred quantity displayed may have been rounded.

Income Summary

Year-to-Date	Income
6/31/2003	276,307.33

Dividends and Interest
Aggressive Managed Portfolio - Managed - Self Directed

Date	Amount	Account Name	Balance
6/31/2003	28,894.91	PROFIGA VENTURES - 9/02/11-01	
6/31/2003	215,913.02	INCOME REINVEST - F203-11-02	
6/31/2003	125,462.93	INCOME REINVEST - F2021111-03	
6/31/2003	151,344.97	INCOME REINVEST - F2021111-04	

Account Number: 6PVC03-0310288 Activity Ending: 6/31/2003
 Account Number: 6PVC03-0310288 PAN-STAGE INVESTMENTS CORP.
 Date: 6/30/04 \$ 1,035,300.00 + 479,648.04
 6/1/04

PanAmerica Group, Inc
 P.O. Box 107-354 World Trade Center
 Panama City, Republic of Panama

Prerige Ventures, Corp
 P.O. Box 5958 El Dorado
 Panama, Republic of Panama

Brokerage
Account Statement
 Statement Period: 8/1/2003 - 9/30/2003

F202111-01 - 04

Transaction ID	Activity Type	Symbol	Quantity	Market	Amount
9/30/2003	Aggressive Growth/Income Fund	PanAfrica Aggressive Growth - Income			4,499.14
9/30/2003	Aggressive Growth/Income Fund	PanAfrica Aggressive Growth - Income			11,767.40
9/30/2003	Aggressive Growth/Income Fund	PanAfrica Aggressive Growth - Income			1,726.14
9/30/2003	Aggressive Growth/Income Fund	PanAfrica Aggressive Growth - Income			21,951.48
9/26/2003	Debit - Ck Withdrawal Pk	Debit F202111-01 Ck Withdrawal Pk			-30,110.00
9/27/2003	Debit - Ck Withdrawal Pk	Debit F202111-02 Ck Withdrawal Pk			-130,100.00
9/30/2003	Debit - White Transfer	Debit F202111-03			-130,200.00
9/30/2003	Debit - White Transfer	Debit F202111-04			-130,200.00

Transactions Summary
 UNITED STATES DOLLAR
 The prior two quarters also yield may have been received.

Income Summary

Dividends and Interest	Amount	Income
Aggressive Managed Portfolio - Managed - S&P Dividend	75,426.89	495,926.03

Check	Check Type	Check Number	Amount	Balance
9/30/2003	Operating Balance	PR025418288	-30,100.00	5,026.37
9/30/2003	Operating Balance	PR025418288	-130,100.00	117,182.82
9/30/2003	Operating Balance	PR025418288	-130,200.00	34,575.86
9/30/2003	Operating Balance	PR025418288	-130,200.00	51,182.92

Account Number: PR025418288
 Current Balance \$ 206,235.90
 1587,600.00 \$ 206,235.90
 PAN 1182