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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SportsQuest, Inc.	:	
	:	
Plaintiff,	:	CIVIL ACTION NO.
	:	
-against-	:	
	:	
Epic Worldwide, Alan Tucker,	:	
PM Barbee Holdings, Goldwater	:	
Group, Energy 101 Consulting LLC, Exuma	:	
Capital Inc., JJM Consulting Inc., KCG	:	
Americas LLC, National Financial Services, LLC	:	
and John Bryan Pike,	:	
	:	
Defendants	:	
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**DECLARATION OF IRINA VESELINOVIC IN SUPPORT OF PLAINTIFF’S ORDER TO
SHOW CAUSE FOR PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING
ORDER**

I, Irina Veselinovic, declare as follows pursuant to 28 U.S.C. §1746:

1. I am the interim CEO of SportsQuest, Inc. (“Plaintiff” or SPQS”),
2. I am fully familiar with, and have personal knowledge of, all the facts and circumstances set forth herein. I submit this Declaration in support of SPQS’s Order to Show Cause for a preliminary injunction and temporary restraining order enjoining the Defendants Epic Worldwide, Alan Tucker, PM Barbee Holdings, Goldwater Group, Energy 101 Consulting LLC, Exuma Capital Inc., JJM Consulting Inc., KCG Americas LLC, National Financial Services, LLC

and John Bryan Pike (collectively the “Defendants”) from transferring any common or preferred shares of stock of SPQS to any other party until further order of the Court.

3. In this action, SPQS seeks among other relief, a declaration that certain certificates of SPQS stock, which were transferred to the Defendants without consideration are void, invalid and of no effect. If granted the relief requested, SPQS will coordinate with the stock transfer agent to correct the entries in its stock transaction journal to properly reflect SPQS’s legitimate shareholders and the correct amount of issued shares.

4. In June of 2021, SPQS came under new management, with Mina Mar Group Corp. acquiring a controlling interest from Jeffrey Burns (“Burns”), as Seller, who was also the prior CEO of SPQS. At the time, Burns represented that he is the record owner and holder of all issued Preferred Shares, and Controlling Interest (Control Stock) of SPQS and agreed to sell all of his shares to buyer. New management acquired about 1.9 Billion in stock.

5. Under new management SPQS’s stock price rose from about 0.002 to 0.02 during the first twelve months, which is about an 1,800% percent increase. However, due to the trading of billions of shares, not by new management, the stock price returned to about 0.002.

6. It is estimated that about Three Million Dollars was generated from the billions of shares of stock sold. New management never issued any new shares.

7. Upon further investigation into the sell-off, new management discovered that Burns despite his representations failed to convey his entire interest in SPQS. Upon information and belief Burns only transferred between 65% to 68% of his interest to new management. Burns’ remaining interest which totals about 1.3 billion shares was transferred in part to the Defendants, without consideration.

8. Upon information and belief, Burns issued Defendants certain shares of stock in exchange for the Defendants selling the shares who then promised to pay Burns seventy-five percent (75%) of the proceeds, while the Defendants retained the remaining twenty-five percent (25%).

9. Upon information and belief, Burns transferred 360,000,000 shares of SPQS stock to Epic World Wide.

10. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by Epic World Wide.

11. Upon information and belief, Burns transferred 425,000,000 shares of SPQS stock to Alan Tucker.

12. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by Alan Tucker.

13. Upon information and belief, Burns transferred 195,000,000 shares of SPQS stock to PM Barbee Holdings.

14. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by PM Barbee Holdings.

15. Upon information and belief, Burns transferred 195,000,000 shares of SPQS stock to Goldwater Group.

16. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by Goldwater Group.

17. Upon information and belief, Burns transferred 195,000,000 shares of SPQS stock to Energy 101 Consulting LLC.

18. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by Energy 101 Consulting LLC.

19. Upon information and belief, Burns transferred 50,000,000 shares of SPQS stock to Exuma Capital Inc.

20. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by Exuma Capital Inc.

21. Upon information and belief, Burns transferred 195,000,000 shares of SPQS stock to JJM Consulting Inc.

22. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by JJM Consulting Inc.

23. Upon information and belief, Burns transferred 16,645,311 shares of SPQS stock to KCG Americas LLC.

24. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by KCG Americas, LLC.

25. Upon information and belief, Burns transferred 36,970,783 shares of SPQS stock to National Financial Services LLC.

26. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by National Financial Services LLC.

27. Upon information and belief, Burns transferred 50,000,000 shares of SPQS stock to John Bryan Pike.

28. Upon investigating SPQS books and records, new management cannot locate any record or evidence of consideration provided by John Bryan Pike.

29. At all relevant times herein, Continental Stock Transfer & Trust Company served as the transfer agent (“Continental”).

30. Continental possesses no record of any payment, compensation, or consideration provided by Defendants to SPQS in exchange for the shares at issue.

31. For these reasons, SPQS believes that the issuance of shares to the Defendants was void, for Rule 144(d)(1)(iii) states that. If the acquiror takes the securities by purchase, the holding period shall not begin until the full purchase price or other consideration is paid or given by the person acquiring the securities from the issuer or from an affiliate of the issuer.

32. Plaintiff has demanded that the Defendants return all SPQS stock in their possession to no avail.

33. Defendants current status as owners of stock for which they provided no consideration, is severely damaging to SPQS ability to transact business including its ability to raise funds and attract new investors.

34. SPQS faces imminent and irreparably injury if Defendants attempt to market and complete a sale of their shares to another individual during the pendency of this action. The marketing and transfer of these improperly and illegally issued shares will cause imminent harm to SPQS, its business goodwill, and reputation amongst potential investors.

35. If marketing were to occur a transfer to a third party were to occur, monetary damages would not be appropriate measure of the damage if the shares are marketed and transferred to a bona fide purchaser.

36. SPQS is building its business goodwill and reputation daily, which is vitally important in the over-the-counter world. If the Defendants were to market and transfer their shares during the pendency of this action, it would severely injure market confidence in SPQS.

37. There is no adequate remedy at law to compensate SPQS for the harm that would be caused by Defendants marketing and transfer of the above-discussed shares.

38. For all of the reasons stated herein, and for those set forth in the accompanying Memorandum of Law, I respectfully submit that this Court must grant SPQS's application.

39. Pursuant to 28 U.S.C §1746, I declare under penalty of perjury under the laws of the United States of America that foregoing is true and correct

Irina Veselinovic

Dated: August 8, 2022