

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE: EXPRESS GRAIN TERMINALS, LLC¹
Debtor**

**CHAPTER 11
CASE NO. 21-11832-SDM**

EXPRESS GRAIN TERMINALS, LLC

PLAINTIFF

v.

ADV. PROC. NO. _____

MISSISSIPPI REPRODUCTIVE MEDICINE, PLLC

DEFENDANT

COMPLAINT

COMES NOW Express Grain Terminals, LLC (the “Plaintiff” or “Debtor”), and sues Mississippi Reproductive Medicine, PLLC (the “Defendant”) and in support thereof, would respectfully show as follows, to-wit:

1. Plaintiff is a Mississippi limited liability company, organized and existing under and by virtue of the laws of the State of Mississippi with its principal place of business in Greenwood, Mississippi. Plaintiff is a Debtor-in-possession in the above styled and numbered Chapter 11 case, having filed the Chapter 11 case on September 29, 2021.

2. The Defendant is a professional limited liability company, organized and existing under and by virtue of the laws of the State of Mississippi with its principal place of business located at 2500 Lakeland Drive, Flowood, MS 39232-7641. It may be served with process of this Court by serving its registered agent, Randall S. Hines, at 1040 River Oaks Drive, Suite 202, Flowood, MS 39232.

¹Jointly administered with In re Express Biodiesel, LLC, Case No. 21-11834-SDM and In re Express Processing, Case No. 21-11835-SDM.

3. This Honorable Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334; 11 U.S.C. §§ 105, 541, 548, related statutes, related rules and various orders of reference. This Adversary Proceeding is a core proceeding.

4. Prior to the filing of the bankruptcy petition, Plaintiff made a transfer to or for the benefit of an insider (John Coleman) to the Defendant.

5. The transfer constituted cash of the Plaintiff, for which the Plaintiff received less than a reasonably equivalent value in exchange for the transfer. In fact, Plaintiff received no value whatsoever in exchange for the transfer of cash to the Defendant.

6. Plaintiff was insolvent on the date that such transfer was made. The amount of the transfer was \$12,250.

7. The transfer is a classic constructive fraudulent conveyance under 11 U.S.C. § 548, it was made within two (2) years of the filing of the Chapter 11 petition and is voidable and recoverable by the Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Plaintiff sues the Defendant and respectfully demands judgment against the Defendant in the sum of \$12,250, together with pre- and post-judgment interest thereon at the applicable rate, all costs of court, any consequential and incidental damages with respect to the cause of action submitted herein and for such other, general relief as to which it may be entitled.. Plaintiff prays for general relief.

THIS, the 4th day of April, 2022.

Respectfully submitted,

EXPRESS GRAIN TERMINALS, LLC

By Its Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

By: Craig M. Geno
Craig M. Geno

OF COUNSEL:

Craig M. Geno; MSB No. 4793
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CERTIFICATE OF SERVICE

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via electronic filing transmission, a true and correct copy of the above and foregoing to the following:

Abigail M. Marbury, Esq.
abigail.m.marbury@usdoj.gov

Mississippi Reproductive Medicine, PLLC
2500 Lakeland Drive
Flowood, MS 39232

Mississippi Reproductive Medicine, PLLC
c/o Randall S. Hines
1040 River Oaks Drive
Suite 202
Flowood, MS 39232

THIS, the 4th day of April, 2022.

Craig M. Geno
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