

Severini - Direct

1 THE COURT: Thank you, sir.

2 THE WITNESS: Thank you.

3 THE COURT: Mr. Collins.

4 MR. COLLINS: I'll call Anthony Severini.

5 THE COURT: All right.

6 THE COURTROOM DEPUTY: Raise your right hand.

7 Do you solemnly swear your testimony will be the truth,
8 the whole truth, and nothing but the truth, so help you God?

9 THE WITNESS: I do.

10 THE COURTROOM DEPUTY: Would you state and spell your
11 name for the record.

12 THE WITNESS: Sure. It's Anthony Severini,
13 A-N-T-H-O-N-Y, S-E-V-E-R-I-N-I.

14 ANTHONY SEVERINI,
15 having been first duly sworn, was examined and testified as
16 follows:

17 DIRECT EXAMINATION

18 BY MR. COLLINS:

19 Q Mr. Severini, can you state what your employment is.

20 A I'm the CFO for Genesis Global Recruiting, Inc., which is
21 the co-employer of all the Uncle Nearest and Nearest Green
22 Distillery employees.

23 Q And when you say co-employer, kind of explain what that
24 means.

25 A We do all the payroll and human resource services for

Severini - Direct

1 those entities.

2 Q Okay. And how long have you been involved with Uncle
3 Nearest as a company?

4 A I think around 2018, 2019, somewhere around there.

5 Q Okay. And you've read the affidavit that was submitted
6 by the receiver?

7 A I did not.

8 Q Oh, you did not?

9 A No.

10 Q In terms of the -- so the receivership occurred in, I
11 guess, late August of this year, and can you explain your
12 first interaction with the receiver and how that came about.

13 A Sure. It was around the August time frame. I guess it
14 was the latter part of August we received the notice from the
15 receiver that Uncle Nearest and Nearest Green were put into a
16 receivership. So we had to reach directly out to them because
17 we're the payroll providers. We have to be traditionally
18 working with Fawn and Keith Weavers. We have the relationship
19 with them that they're guaranteeing that payroll will be
20 covered.

21 We had given them payment terms as such, being a long
22 relationship, understanding they're a growing brand, they've
23 got a lot of financing needs to do, so that's where we were
24 going to be able to extend the credit to them. We don't do
25 that with all our clients.

Severini - Direct

1 Once the receiver gets inserted, that relationship is now
2 broken. We can no longer rely on them to make sure things are
3 paid. So at that point we went to the receiver, said, you
4 have to pay payroll. We're not covering payroll because we
5 don't have a relationship with you. And the receiver even
6 said, yeah, we don't -- we would suggest that you don't ever
7 put a dollar out.

8 So that was the initial interactions with him. We
9 continued relationships with Mr. Young throughout. I think
10 I've had four conversations with him as late as early January.
11 Every conversation has been positive in terms of lots of value
12 in the brand, we're making good headway, I'm going to turn
13 this company back over to the Weavers in great shape. So it
14 was always positive, nothing negative.

15 January was as close as you got to negative, where he
16 said, we haven't had a bank come in and make any offers. And
17 his comment was, it's because they're suing their bank, so no
18 other bank wants to come in. We haven't had any investors
19 come in and make a good offer that we would want to take, but
20 we're still working towards it.

21 I mean, the first conversation I actually had with
22 Mr. Young was his plan was to sell the company or find a
23 refinancing by the end of 2025, at the latest Q1 of 2026.
24 That didn't change. The latter part of 2025 he made the
25 reference, we're taking longer. I had to go back and restate

Severini - Direct

1 numbers. We're finding a lot of inconsistencies, but there's
2 still a ton of value in this brand.

3 So from that, I don't know if I told you, but today was
4 kind of the first day I'm hearing the negative side of stuff.
5 And when you're intentionally lied to, in my world as a CPA,
6 it's called fraud, and I feel like Mr. Young committed fraud,
7 intentionally lying to me and to my company so that we
8 continue to cover payroll.

9 Every day that we have an employee there, we incur
10 liability. It's a fiduciary responsibility to make sure every
11 company has enough funds to cover their payroll. If he's
12 saying today they're insolvent, he's breaking that fiduciary
13 responsibility to make sure you've got proper funds to pay
14 your employees.

15 Q Well, let's kind of go back. So has -- well, let me just
16 clarify. So what you're saying in terms of the
17 representations of cash flow, what have his representations of
18 cash flow been to you for the company?

19 A As of January, they were cash flow neutral to cash flow
20 positive. I had asked, I said, does that include your costs?
21 He says, not all of our costs. So I said, if you removed your
22 costs, you still have to bring in admin fees. He said, yes.
23 So it would make you slightly below cash flow neutral. And
24 he's like, yes.

25 So from that perspective, my understanding was that the

Severini - Direct

1 business was operating appropriately and that their operating
2 expenses would be covered.

3 Q And then leading up to, leading up to the receivership,
4 you had mentioned the arrangement you had with the company.
5 Was there any point prior to the receivership that you had
6 threatened not to continue to fund or to advance funds for the
7 payroll?

8 A No, no. The conversations are always, because we've got
9 a couple million dollars of debt owed from the companies to us
10 that in a sense are continuing to fund it, was, you have to
11 continue making payments on those debts in order for us to
12 continue, to continue with your payroll. Once you start
13 failing that, again, it comes out to fiduciary responsibility.
14 If the company isn't solvent, you technically -- I think it's
15 against the law to actually hire or employ somebody knowing
16 that you can't pay them in their time. So it's just a
17 requirement that we have and something that's needed to be
18 done.

19 Q And the receiver's affidavit and certain of his reports
20 have indicated that the company wasn't going to make payroll
21 at the time that he was appointed. In your opinion, is that
22 incorrect?

23 A The day prior to him making -- being receiver, that's
24 incorrect. We have never made that statement. That was never
25 the case. Genesis Global has proper funding to make payroll.

Severini - Direct

1 We had an active agreement with the Weavers that things would
2 be going through.

3 We were well aware it's a growing brand. I've run many
4 companies, mostly small to growing to becoming sustainable
5 companies. They all have to start out looking for additional
6 capital, and you need all the sources you can get to get that.

7 So as the employer of record, we knew there is higher
8 risk with a company like that. But we understood it's a
9 support that we were doing because we believed in where they
10 were going and how their growth was coming.

11 Q Okay. Are there -- did you guys have regular -- I mean,
12 was there a scheduled regular type of call, or how did these
13 calls occur with the receiver? Was that you initiating them?

14 A I would initiate them all the time because I would want
15 an update. Like I said, when we first had the conversation
16 late August, early September, we're looking to exit the
17 company or refinance the company. Since we had a sizable
18 amount of debt that was owed to us, we -- by us providing
19 payroll, we feel like we're protecting our asset. We're
20 making sure that the company can survive so that the value can
21 improve. And his comment to me is, I'm going to adjust costs,
22 I'm going to make this a more sustainable business and hand it
23 back to the Weavers in a better position so that they can keep
24 growing it.

25 And that was reiterated to me several times. Every time

Severini - Direct

1 I would follow up and say, what's the status of stuff, we're
2 doing a good job of, you know, rightsizing the ship and
3 getting where we need to be.

4 And again today, when I hear this stuff that they're
5 insolvent, that the value of the company is half what their
6 outstanding debt is, Genesis Global is incurring a liability
7 that it's kind of like I'm cutting my nose off to spite my
8 face. I'm putting money out there that I'm not going to get.
9 He knows that we would lose out because we're not secured. We
10 did this as a relationship with the Weavers, understanding
11 what their capability is. So for him to flat-out lie to us to
12 keep us paying, you know, just it infuriated me. It's like
13 that's not what a receiver is supposed to do.

14 What a receiver is supposed to do is protect your assets.
15 You know, if there is distress happening and you can't adjust
16 and, you know, survive, that's when you're supposed to go back
17 to the court and you're supposed to say, hey, it's not a
18 viable business. We've to figure out how we can do and
19 salvage this. But for five or six months now it's been, oh,
20 no, there's lots of value in this company. You're going to
21 get recuperated. We've just got to get to the right spot. He
22 even in January said, my statement is going to be to the
23 Court, I can't stay here forever because it's too costly. I
24 need to transition this back to the Weavers.

25 MR. COLLINS: Okay. No further questions, Your

Severini - Cross

1 Honor.

2 THE COURT: All right. Thank you.

3 Mr. Campbell.

4 CROSS EXAMINATION

5 BY MR. CAMPBELL:

6 Q Mr. Severini, has the receivership missed any payments to
7 you since Mr. Young was appointed?

8 A No, they haven't.

9 Q None?

10 A No.

11 MR. CAMPBELL: No further questions.

12 THE COURT: Do you have any questions?

13 MS. LIGGINS: Just a couple.

14 CROSS EXAMINATION

15 BY MS. LIGGINS:

16 Q Mr. Severini, you didn't know that they were in distress,
17 but they were a couple million dollars behind in payroll?

18 A I didn't say I didn't know they were in distress.

19 Q You said you didn't know that there was anything going on
20 with solvency?

21 A No. He said they weren't insolvent. Then today he said
22 they're insolvent. I said, as a company, if you're insolvent,
23 you have to have enough payroll dollars to cover payroll.

24 That was our agreement. Once the Weavers are no longer in
25 place, we're not funding the company. The receiver has to

Severini - Cross

1 then verify that they've got funds to cover the payroll. So
2 prior to that, we knew about the distress. I said that, that
3 it's a growing company. I understand they need financial
4 resources, hence why we extended credit to them, where we
5 don't do that with all our clients.

6 Q And what was the agreement to extend that credit?

7 A In terms of?

8 Q You said you had an agreement with the Weavers. What was
9 it?

10 A Net 60, I believe, is what their terms are.

11 Q Net 60?

12 A Net 60, meaning that --

13 Q So they get 60 days behind?

14 A -- they get 60 days to pay an existing invoice. So every
15 60 days -- so if payroll is Friday, you know, the 13th, they
16 have until April 13th to pay for that February 13th payroll.

17 Q Okay. So you would front them the money?

18 A Correct.

19 Q Let them go ahead and pay payroll?

20 A Correct.

21 Q Even though you weren't getting paid?

22 A Until that 60 days, correct.

23 Q Right. And then you said you got a couple million
24 dollars in. When did that come in?

25 A We've been -- it's been that balance for a long time,

Severini - Cross

1 because that's their -- their average payroll a month is
2 \$500,000, somewhere around there. Maybe it might have even
3 been more than that, actually, in '24. They've been cutting
4 back. So that's how you accumulate the \$2 million.

5 Q So they're kind of always running \$2 million behind?

6 A Correct. Correct.

7 MS. LIGGINS: No further questions. Thank you.

8 THE WITNESS: Sure.

9 THE COURT: All right. Thank you.

10 MR. COLLINS: Nothing further.

11 THE COURT: Thank you, sir.

12 MR. COLLINS: Your Honor, can I have five minutes to
13 kind of think about the next witness or just take a quick
14 break?

15 THE COURT: All right. We'll take a -- everybody
16 probably needs to stretch their legs, so we'll take a
17 ten-minute stretch-your-legs break, and then we'll come back
18 in and be ready to go, okay?

19 MR. COLLINS: Thank you.

20 (Court recessed from 2:36 p.m. to 2:48 p.m.)

21 THE COURTROOM DEPUTY: Raise your right hand.

22 Do you solemnly swear your testimony will be the truth,
23 the whole truth, and nothing but the truth, so help you God?

24 THE WITNESS: I do.

25 THE COURTROOM DEPUTY: Have a seat, please.

1 I'm going to have you scoot up to that microphone.

2 Will you state and spell your name for the record.

3 THE WITNESS: Sure. David Ozgo, D-A-V-I-D, O-Z-G-O.

4 THE COURTROOM DEPUTY: Thank you, sir.

5 MR. CAMPBELL: Your Honor, before we get started with
6 this witness, this individual was added on a witness and
7 exhibit list at 10:30 last night. We've had no opportunity to
8 review anything as to this particular witness. He got added
9 12 hours ago. So I'm going to object to his testimony in
10 totality.

11 MS. LIGGINS: Likewise, Your Honor.

12 THE COURT: Okay.

13 MS. LIGGINS: He was not on the witness list. He's
14 not on the exhibit list. We have not received any information
15 about him, who he is, what he is going to be called to
16 testify. We know nothing.

17 MR. COLLINS: If I can speak, Your Honor.

18 So Mr. Nielsen -- or excuse me. Mr. Ozgo, he is going to
19 testify about the Nielsen data. And basically we didn't even
20 know we had an issue of the Nielsen data until we got the
21 answers. He's a rebuttal witness. We don't -- I don't
22 think --

23 THE COURT: Rebuttal to what?

24 MR. COLLINS: He's a rebuttal to the fact that they
25 are diminishing the implications of the Nielsen data. So he's

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

FARM CREDIT MID-AMERICA, PCA,)	
)	
Plaintiff,)	Case No. 4:25-cv-38
)	
v.)	Judge Atchley
)	
UNCLE NEAREST, INC., et al.,)	Magistrate Judge Steger
)	
Defendants.)	
)	

DECLARATION OF ANTHONY SEVERINI

COMES NOW the Declarant Anthony Severini to make a declaration under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am over the age of eighteen and competent to testify to the matters stated herein.
2. I am the Chief Financial Officer of Genesis Global Workforce Solutions, Inc. ("Genesis Global")
3. Genesis Global is the Employer of Record ("EOR") for Uncle Nearest, Inc., responsible for payroll processing, employee benefits administration, and related human resources functions.
4. Genesis Global has served as the EOR for Uncle Nearest, Inc. since 2019.
5. This Declaration addresses (a) the historic business relationship between Genesis Global and Uncle Nearest, Inc. and (b) the relationship between Genesis Global and the court-appointed Receiver for Uncle Nearest, Inc., including relevant communications concerning payroll.

6. This affidavit further addresses the continued support of Fawn Weaver and Keith Weaver, founders of Uncle Nearest, Inc., by Genesis Global, as well as my own support, and the future of the business relationship between Genesis Global and Uncle Nearest, Inc.

7. Genesis Global has provided extended financing terms to Uncle Nearest for payroll and benefits for their employees based on our long-standing business and personal relationship with the Weavers and our belief that Uncle Nearest has a strong future with positive potential to keep paying its financial obligations. These beliefs are based on our basic knowledge of their industry, our direct experience with the brand, its market penetration that we have seen first-hand, and our direct positive experience with both Fawn and Keith Weaver. During the time I have known Fawn and Keith, they have honored all their agreements with me and Genesis Global without exception.

8. Prior to the Receivership being installed in August 2025, payments were being made and applied to the oldest outstanding invoices first. Subsequent to the Receivership, we are required to apply payments to current payroll invoices. Invoices that were outstanding as of the Receivership starting date are continuing to age to comply with the court requirements.

9. As late as the day before the commencement of the Receivership, Genesis had agreed to continue to process and pay all the employees of Uncle Nearest and Nearest Green.

10. Only as a result of the notification of the Receivership that informed me that the Weavers were no longer allowed to make financial decisions on behalf of the Company, I was required to freeze any new credit to Uncle Nearest. Since the Weavers were now precluded from making financial commitments on behalf of the Company, Genesis Global did not have any assurances from the Weavers on Genesis being paid for their services going forward.

11. Upon our receipt of the Court's notification of the Receiver, I reached out to the Receiver to inform them that we are now requiring payroll to be paid in advance. This is our standard practice when a company is in this type of situation. This was not a reflection of our belief in the Company or the Weavers, but a reflection that the Weavers were no longer controlling the finances of the Company and could not commit to making sure Genesis Global was repaid on its services.

12. To be clear, payroll for Uncle Nearest was not in jeopardy of not being processed prior to the Receiver's commencement.

13. During September 2025, I had a conversation with Philip Young to get an understanding of the overall process of the Receiver, status of our outstanding payables and the state of the business. During this conversation, Mr. Young stated he was very bullish on the Company, he believed the Company's value was much larger than its liabilities. He stated he was hopeful that by the end of the year but most likely by end of Q1 2026, the company would have new financing in place or the company would be sold and believed every vendor would be paid back in full, including Genesis Global.

14. Based on those representations, Genesis Global agreed to continue processing payroll even though the creditor stay prevented payment on invoices that Uncle Nearest had been systematically paying down prior to the receivership.

15. Early in January 2026, I had a follow up conversation with Mr. Young. He stated during this call that no bank offers had come in to refinance debt nor had any acceptable investor offers come in. At this time, he was unsure when the Receivorship would end but that he was informing the bank and the courts that it is unsustainable to keep a receiver in place too long, as it does damage to the brand and general operations will begin to suffer. Additionally, I asked Mr.

Young if the Company was cash flow positive now. He stated the company has been running cash flow positive. I then asked if this accounted for the receiver costs, which he said it did not.

16. On Monday, January 19, 2026, I received a call from Ms. Weaver asking whether I had ever told the Receiver that payroll for Uncle Nearest was in jeopardy of being paid. I told her payroll for the Company, prior to the receivership, was always processed and funded based on commitments from her and our belief in their ability to operate the company and their personal assurances to continue to make payments to Genesis. Since the Receiver has been installed, payroll being paid and processed is now dependent on Genesis receiving funds from the Receiver timely. While the Receiver is in place and the Weavers are not providing representations for the Company, we cannot extend any credit to the receiver.

17. The facts stated in this Declaration are based on my personal knowledge and direct involvement.

18. I make this Declaration to ensure the Court has an accurate factual record regarding payroll matters for Uncle Nearest, Inc.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

DATED this 20th day of January 2026.



Anthony Severini
Affiant