

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
CASE NO.: 20-CV-81205-RAR**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS  
GROUP, INC. d/b/a PAR FUNDING, *et al.*

Defendants.

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**RECEIVER, RYAN K. STUMPHAUZER’S MOTION TO EXPAND THE  
RECEIVERSHIP ESTATE TO INCLUDE A CUSTOM CHERUBINI YACHT,  
A MANITOU XT PONTOON BOAT, AND TWO YAMAHA WAVERUNNERS**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities<sup>1</sup>, by and through undersigned counsel, hereby files this Motion to Expand the Receivership

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<sup>1</sup> The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding; Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment Fund 2 LP; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; Blue Valley Holdings, LLC; LWP North LLC; and 500 Fairmount Avenue, LLC and the Receivership Estate also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; and 107 Quayside Dr., Jupiter FL 33477.

Estate to include a custom-built Cherubini Yacht, a Manitou XT Pontoon Boat, and two (2) Yamaha Waverunners that Defendants Joseph LaForte and Lisa McElhone purchased using commingled investor funds, and states as follows:

**THE CHERUBINI YACHT**

1. In November 2017, Joseph LaForte commissioned Cherubini Yachts<sup>2</sup> to build a custom yacht, a “Classic 24.” *See* Contract to Purchase dated November 20, 2017, attached hereto as Exhibit 1.

2. Anthony Zingarelli, who has been described as LaForte’s “right hand,” corresponded with Cherubini Yachts on LaForte’s behalf using Zingarelli’s assigned Par Funding email address. In one email chain, Zingarelli emailed Cherubini Yachts to confirm that “Joe” wanted to upgrade and/or customize several specific parts on the boat, and further advised that the contract should be in the name of “his wife,” Lisa McElhone, who “takes care of the bills.” *See* email from A. Zingarelli to D. Cherubini dated November 24, 2017, attached hereto as Exhibit 2.

3. An internal email from Par Funding’s controller confirms that LaForte paid Cherubini Yachts for the yacht through eight (8) installments between November 2017 and May 2019, totaling \$333,250. *See* email dated August 19, 2019, attached hereto as Exhibit 3.

4. The Receiver has traced all eight (8) installment payments to Cherubini Yachts and has confirmed that all were made through Heritage Business Consulting, Inc. (“Heritage”), a “consulting company” that was controlled by Lisa McElhone and Joseph LaForte. *See* excerpts from relevant Heritage bank account statements, attached hereto as Exhibit 4; email

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<sup>2</sup> Cherubini Yachts is located at 51 Norman Avenue, Delran, New Jersey, approximately 15 miles from Philadelphia. According to its website, Cherubini Yachts is a one-hundred-year-old classic yacht designer and builder, whose boats are known worldwide for their high-quality build, their light air performance, and spectacular beauty. *See* Cherubini Yachts website, available at [www.cherubiniyachts.com](http://www.cherubiniyachts.com), last visited on March 1, 2021.

correspondence dated May 7, 2019, between Aida Lau, Joseph Laforte a/k/a “Joe Mack,” and Anthony Zingarelli, attached hereto as Exhibit 5. This Court previously expanded the Receivership to include Heritage, finding that Heritage received commingled investor funds. *See* ECF No. 436. Indeed, the Receiver presented proof that Par Funding transferred \$42,334,600 in commingled investor funds to Heritage between July 2015 and July 2020. *See* ECF No. 357, p. 9; ECF No. 177-50, Melissa Davis Declaration, Aug. 4, 2020.

#### **THE MANITOU XT PONTOON BOAT**

5. On June 20, 2019, Ms. McElhone purchased a Manitou Xplode XT Model pontoon boat, with a Hull Identification Number of TII48245D919, from The Boat Shop<sup>3</sup> in Tafton, Pennsylvania for a net purchase price of \$141,614.00. *See* Bill of Sale from the Boat Shop dated June 20, 2019, attached hereto as Exhibit 6.

6. The Receiver has traced the payment for the Manitou boat to a Heritage account that contained commingled investor proceeds from the fraud scheme. Specifically, Ms. McElhone wired \$141,614.00 – the net purchase price – from a Heritage account to the Boat Shop on June 21, 2019. A copy of the relevant Heritage account statement is attached hereto as Exhibit 7.

#### **THE YAMAHA WAVERUNNERS**

7. On February 2, 2018, Defendant Joseph LaForte negotiated the purchase of two (2) Yamaha Waverunners from The Boat Shop (2018 Yamaha GP 1800 waverunner with a Hull Identification Number of YAMA2206C818; and 2018 Yamaha FX Limited SVHO waverunner with a Hull Identification Number of YAMA1900C818) for a total price of \$17,908.74. *See* email

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<sup>3</sup> The Boat Shop is located at 125 Boat Shop Road, Tafton, Pennsylvania, approximately five (5) miles from LaForte and McElhone’s lake front property at 105 Rebecca Court, Paupack, Pennsylvania. According to its website, a Manitou XT model is a luxury model and Manitou’s top of the line pontoon boat. *See* Manitou website, available at [www.manitoupontoonboats.com](http://www.manitoupontoonboats.com), last visited on February 25, 2021.

exchange between J. LaForte and The Boat Shop dated February 2, 2018, attached hereto as Exhibit 8.

8. The Receiver has traced the payment for the Waverunners to a Heritage bank account that contained commingled investor proceeds from the fraud scheme. Specifically, LaForte wired the purchase price for the Waverunners from the Heritage bank account to The Boat Shop on February 9, 2018.<sup>4</sup> A copy of the relevant Heritage bank account statement is attached as Exhibit 9.

### **LEGAL ARGUMENT**

9. For the sake of brevity, the Receiver will not repeat all of the case law summarized in his initial Motion to Expand the Receivership. Suffice it to say that Courts have broad discretion to expand receiverships to include property purchased with “scheme proceeds.” *SEC v. Nadel*, No. 8:09-cv-87-T-26TBM, 2013 WL 2291871, at \*2 (M.D. Fla. May 24, 2013) (citing cases). Under such circumstances, expansion of the receivership is necessary so that ill-gotten assets will not “be subject to diversion and waste to the detriment of those who were induced to invest in the corporate scheme.” *SEC v. First Fin. Grp. of Tex.*, 645 F.2d 429, 438 (5th Cir. 1981).

10. The Receiver has verified that the Cherubini yacht is located in dry storage next to the Cherubini Yachts shipyard in Delran, New Jersey. The Receiver has also confirmed that he can maintain the “status quo” until the resolution of this matter. Specifically, the Receiver can continue to safely store and maintain the boat at this dry storage during the winter months for a cost of approximately \$350 per month.

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<sup>4</sup> Although the purchase price was \$17,908.74, the wire was in the amount of \$73,908.74. Based on the email exchange attached as Exhibit 8, the Receiver believes that this amount included a \$56,000.00 deposit on February 5, 2019, towards a Cobalt boat, hence the total of \$73,908.74.

11. The Receiver also has verified that the Manitou boat and the Waverunners are located at The Boat Shop in Tafton, Pennsylvania. The Receiver has also confirmed that he can maintain the “status quo” until resolution of this matter, as the Receiver can continue to safely store and maintain the Manitou boat and Waverunners at The Boat Shop at minimal cost.

12. Based on the facts of this case, including the Defendants’ actions before and after the SEC filed this action, the Receiver believes it is necessary to include the Cherubini yacht, the Manitou boat, and the Yamaha Waverunners within the receivership estate to prevent the dissipation of assets.

13. A proposed Order on this motion is attached as Exhibit 10.

**CERTIFICATION REGARDING PRE-FILING CONFERENCE**

The undersigned counsel has conferred with all counsel regarding the relief sought through this motion. The SEC agrees with the relief requested in this motion. Defendant Michael Furman takes no position with respect to the motion. Counsel for McElhone and LaForte oppose the relief requested in this motion for the same reasons they stated in connection with their opposition (ECF No. 401) to the Receiver’s motion to expand the Receivership dated October 30, 2020 (ECF No. 357). The remaining parties did not respond to the Receiver’s email regarding the relief requested.

Dated: March 1, 2021

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN  
ROSS & KOLAYA, PLLC**  
Two South Biscayne Blvd., Suite 1600  
Miami, FL 33131  
Telephone: (305) 614-1400

By: /s/ Timothy A. Kolaya  
TIMOTHY A. KOLAYA  
Florida Bar No. 056140  
[tkolaya@sfsllaw.com](mailto:tkolaya@sfsllaw.com)

*Co-Counsel for Receiver*

**PIETRAGALLO GORDON ALFANO  
BOSICK & RASPANTI, LLP**  
1818 Market Street, Suite 3402  
Philadelphia, PA 19103  
Telephone: (215) 320-6200  
Facsimile: (215) 981-0082

By: /s/ Gaetan J. Alfano

GAETAN J. ALFANO  
Pennsylvania Bar No. 32971  
(Admitted Pro Hac Vice)  
[GJA@Pietragallo.com](mailto:GJA@Pietragallo.com)  
DOUGLAS K. ROSENBLUM  
Pennsylvania Bar No. 90989  
(Admitted Pro Hac Vice)  
[DKR@Pietragallo.com](mailto:DKR@Pietragallo.com)

*Co-Counsel for Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 1, 2021, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya  
TIMOTHY A. KOLAYA

# Exhibit “1”



# CHERUBINI YACHTS

Classic Beauty. Heavenly Performance.

**Cherubini Yachts**  
**51 Norman Avenue, Delran, NJ 08075**  
**Tel: (856) 764-5319**

## CONTRACT TO PURCHASE

This Contract, entered into the date and year hereinafter written, by and between Cherubini Yachts LLC, organized and existing under the Laws of the State of New Jersey, hereinafter referred to as "Seller" and Joe LaForte, hereinafter referred to as "Buyer", shall consist of the following terms and conditions:

### 1. IDENTIFICATION of PARTIES

The names and addresses of the Seller and Buyer are as follows:

- (a) Seller: Cherubini Yachts Limited Liability Company; 51 Norman Avenue; Delran, New Jersey 08075 856 764 5319
- (b) Buyer: Joe LaForte

### 2. PURPOSE of CONTRACT

Seller agrees to manufacture, and Buyer agrees to purchase, one (1) Cherubini Classic 24 hereinafter referred to as the "Boat".

### 3. PURCHASE PRICE and DEPOSIT

- (a.) The purchase price of the Boat shall be \$ ~~179,550~~ 179,550 basic (discounted rate)
- (b) The initial deposit amount, for the purchase of the Boat, shall be 59,850 and shall be immediately due and payable, from Buyer to Seller, upon the signing of this Contract. Said deposit shall be non-refundable unless Seller fails to perform its obligations under this contract.

4. COMMENCEMENT of PRODUCTION, COMPLETION and TERMINATION Seller agrees, to make every reasonable effort, to commence production of the Boat, within thirty (30) days, following receipt of Contract, signed by Buyer, accompanied by full payment of the initial deposit. The target date for completion and delivery of the Boat is June 1, 2018.

### 5. DESCRIPTION of BOAT and RELATED EQUIPMENT

Buyer agrees to purchase the Boat, as set forth below including:

Cherubini 24-foot Classic  
Flag blue hull  
Claret boot-top  
Mahogany deck, dash (no plate)



**UPGRADES/ADDITIONS.**

TBD  
 Engine upgrade  
 Monogram seats

**6. BOAT PRODUCTION and RELATED STAGE PAYMENTS**

**PRODUCTION PAYMENT**

~~Mandatory production queue payment of \$1,000 is nonrefundable and due upon contract signing.~~

Seller and Buyer agree to the following Boat production schedule and related stage payments. It will be applied to the Stage I payment.

	<b>Production Stage</b>	<b>Stage-Financing Payment</b>
Stage I	Two weeks prior to start of production (One third of base price)	\$ 59,850
Stage II	Completion of hull and deck, and fiberglass cockpit installation (One third of base price)	\$ 59,850
Stage III	Upon completion of base boat (One third of base price)	\$ 59,850

Options requested by customer:

All upgrades and additions are payable upon request. Delivery will not take place unless all due balances are paid.

*Upgrades paid at time of upgrades and can impact delivery schedule.*

**PURCHASE PRICE : \$**

**An ST10 sales tax exempt form will be provided to seller from buyer.**

**7. NOTIFICATION of PRODUCTION STAGE COMPLETION and REQUEST for RELATED STAGE PAYMENT**

Seller and Buyer agree to the following terms and conditions for notification of the completion of each production stage and request for payment of next related stage-financing payment.

(a.) Seller shall notify Buyer, promptly and in writing, upon completion of each production stage and request Buyer to remit the next payment.

(b) Prior to sending the written notice to Buyer, Seller shall contact Buyer, by telephone or email, informing him of the forthcoming notice and to confirm there are no outstanding issues or concerns on the part of the Buyer, which may delay its prompt remittance of the next payment.

(c.) The next payment shall be due and payable within seven (7) working days of receipt of notice by Buyer.

Said payment shall be sent to 530 Creek Road, Moorestown, NJ. 08057 or wired transfer via Seller's instructions.

(d) In the event said payment has not been received by the Seller, and there is no prompt explanation forthcoming from the Buyer, Seller may elect, at its discretion, to suspend production on the Boat. Should this occur, Seller agrees to recommence its work on the Boat, as soon as possible, following receipt of the required next stage-financing payment.

**8. FINAL PAYMENT**

Upon Seller receiving final payment of all monies due, under the terms of this Contract, Seller shall furnish Buyer, or its designated agent, with all documents necessary to transfer the Boat's title, free and clear of any and all liens or encumbrances.

**9. POSSESSION of BOAT and PROOF of INSURANCE**

Possession of the Boat, and all equipment related thereto, shall remain the property and responsibility of the Seller until said boat documents or title have been received and accepted by the Buyer. Upon Buyer's receipt of said boat documents or title, Seller shall relinquish ownership of the Boat to Buyer or its designated agent. In the event that Seller remains in possession of the Boat, after title has been received by the Buyer, Buyer shall be responsible for providing Seller with proof of its full marine insurance coverage, for the Boat, including, but not limited to, liability coverage in the amount of, no less than agreed purchase price.

10. BUYER'S RIGHT to INSPECT BOAT

Buyer, or its designated agent, shall have the right to inspect the Boat anytime during its construction, at Seller's manufacturing facility located at 51 Norman Avenue, Delran, NJ; however, in order to limit disruption at Seller's production facility, Seller shall require Buyer, whenever possible, to notify it at least twenty-four (24) hours in advance, of its intention to inspect the Boat. Seller further states that any such inspection may take place only during its normal business hours, Monday through Friday (except holidays), 9 AM to 5 PM., unless otherwise arranged.

11. CONTRACT

This Contract shall become effective following execution by the Buyer and the Seller, and deposit monies have cleared. This Contract represents the full understanding between the parties and may only be modified in a writing signed by both parties.

12. WARRANTY

Seller agrees to be bound only by the terms and conditions of its Manufacturer's Warranty, and no other third party warranties. The Manufacturer's Warranty is not transferable. Cherubini Yachts warrants structural integrity of the hull for the period of 3 years from purchase date. This is null and void if there is any evidence of collision or negligence.

13. WARRANTY CLAIMS

Seller agrees to fully cooperate in pursuing any legitimate warranty claim, not to include any third party warranty claim, arising from its manufacture of the Boat.

14. DELIVERY OF THE BOAT

Buyer shall be fully responsible for all arrangements and costs of delivery of the Boat. Buyer further agrees that all delivery arrangements shall be accomplished during Seller's normal hours of business operation, Monday through Friday (except holidays), 9 AM to 5 PM. Buyer shall contact Seller at least twenty-four (24) hours in advance to schedule pickup of the Boat.

15. RESPONSIBILITY for TAXES

Any and all taxes, when and if applicable, as a result of this sale shall be the responsibility of the Buyer.

16. DISCLAIMER

Seller shall not be responsible for, nor incur any liability for, delays, due to war, government intervention, strikes, delays in delivery from suppliers, acts of terrorism, acts of God, or other events beyond Seller's control.

17. JURISDICTION

This Contract shall be governed and construed under the Laws of the State of New Jersey, and shall be binding upon any successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Seller and Buyer do hereby set their hands and seals this 20 day of November, 2017

**Cherubini Yachts LLC, Seller:**

By [Signature]

David R. Cherubini, managing member

Date: 11/20/17

Buyer: By [Signature]

Date:

# Exhibit “2”

**From:** AnthonyZ anthonyz@parfunding.com  
**Subject:** Boat - 2nd payment  
**Date:** January 24, 2018 at 10:34 AM  
**To:** Joe Cole joecole@parfunding.com, Joe Mack joemack888@aol.com



Joe

It is time to issue second payment for the boat

\$50,000.00

Check made payable to: David Cherubini

[Note in memo: Cherubini Yachts](#)

I will pick it up and hand deliver it to his shop, I want to check on his progress in person in his shop

**From:** Dave Cherubini [mailto:dave@cherubiniyachts.com]

**Sent:** Friday, November 24, 2017 11:01 AM

**To:** AnthonyZ <anthonyz@parfunding.com>

**Cc:** jamie@parfunding.com

**Subject:** RE: Updated contract

I have updated the contract with Joe's wife's address.

Hope all is well.

Thank you!

David Cherubini

**CEO, CHERUBINI YACHTS**

**O:** 856.764.5319

**C:** 609.668.4950

**W:** cherubiniyachts.com

**E:** [dave@cherubiniyachts.com](mailto:dave@cherubiniyachts.com)

**A:** 51 Norman Ave.; Delran, N.J. 08075

**SOCIAL MEDIA:** Please look for Cherubini Yachts on Instagram, Facebook, Twitter, Pinterest and LinkedIn

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**From:** "AnthonyZ" <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>

**Sent:** 24 November 2017 09:05

**To:** [dave@cherubiniyachts.com](mailto:dave@cherubiniyachts.com)

**Subject:** RE: deposit

Use his wifes name for contract (she takes care of the bills)

Lisa McElhone

205 Arch St

Second Floor

Philadelphia Pa 19106

Philadelphia Pa 19100

**From:** Dave Cherubini [<mailto:dave@cherubiniyachts.com>]  
**Sent:** Thursday, November 23, 2017 12:08 PM  
**To:** AnthonyZ <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>  
**Cc:** [jamie@parfunding.com](mailto:jamie@parfunding.com)  
**Subject:** RE: deposit

Hi, Anthony,  
I've got you covered.  
I very much appreciate this opportunity to create something handmade, unique and special.  
Our artists are the finest in the world.  
I will come up with an invoice for some of the extras. Please let me know when the initial deposit is made.  
And I still need Joe's address for the contract.  
Can't wait to get started! All the guys are excited!

HAPPY THANKSGIVING!!

Thank you,  
David Cherubini  
**CEO, CHERUBINI YACHTS**

**O:** 856.764.5319  
**C:** 609.668.4950  
**W:** [cherubiniyachts.com](http://cherubiniyachts.com)  
**E:** [dave@cherubiniyachts.com](mailto:dave@cherubiniyachts.com)  
**A:** 51 Norman Ave.; Delran, N.J. 08075  
**SOCIAL MEDIA:** Please look for Cherubini Yachts on Instagram, Facebook, Twitter, Pinterest and LinkedIn

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**From:** "AnthonyZ" <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>  
**Sent:** 22 November 2017 11:23  
**To:** [dave@cherubiniyachts.com](mailto:dave@cherubiniyachts.com)  
**Subject:** RE: deposit

To confirm

Joe would like:

TWO HORNS (load)  
ALL THE LIGHTING HE CAN GET INSIDE AND OUT IN A TASTEFUL MANNER  
UPGRADE STEERING WHEEL THAT HE CAN CHOOSE  
CIGAR HUMIDOR  
INTERIOR EXTRA CUSHION FLUFF FOR COMFORT  
INITIALS ON INTERIOR UPHOULSTRY  
THE BEST SOUND SYSTEM THERE IS WITH I PHONE/IPOD CONNECTION  
ICE CHEST IN BACK UNDER SEAT  
FLAG POLES- SMALL INFRONT/BIGGER IN REAR WOODEN POLES  
BIG ENGINE - WANT TO DO 75 MPH

ALSO WOULD LIKE YOU TO DO WHATEVER UPGRADES YOU THINK WILL MAKE

ALSO WOULD LIKE YOU TO DO WHATEVER UPGRADES YOU THINK WILL MAKE  
THE BOAT EXTRA SPECIAL  
(PLEASE RUN ALL NEW IDEAS PAST US FIRST)

Joe really wants this to be a special, special boat - hook it up as best you can

thank

**From:** Dave Cherubini [<mailto:dave@cherubiniyachts.com>]  
**Sent:** Wednesday, November 22, 2017 9:59 AM  
**To:** AnthonyZ <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>  
**Cc:** Jamie McElhone <[jamie@parfunding.com](mailto:jamie@parfunding.com)>  
**Subject:** re: deposit

Hi, guys!  
Sorry - I gave you the routing no. and not the wire transfer number.  
Here it is: 121000248  
Sorry for the inconvenience.

Thank you!  
David Cherubini  
**CEO, CHERUBINI YACHTS**

**O:** 856.764.5319  
**C:** 609.668.4950  
**W:** [cherubiniyachts.com](http://cherubiniyachts.com)  
**E:** [dave@cherubiniyachts.com](mailto:dave@cherubiniyachts.com)  
**A:** 51 Norman Ave.; Delran, N.J. 08075  
**SOCIAL MEDIA:** Please look for Cherubini Yachts on Instagram, Facebook, Twitter, Pinterest and LinkedIn

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**From:** "AnthonyZ" <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>  
**Sent:** 21 November 2017 09:53  
**To:** [dave@cherubiniyachts.com](mailto:dave@cherubiniyachts.com)  
**Cc:** "Jamie McElhone" <[jamie@parfunding.com](mailto:jamie@parfunding.com)>  
**Subject:** deposit

[David](#)

Nice to see you last night

Thank you for the tour and for giving my friends the attention

Please email over the contract they signed and the deposit amount requested

Also send over wiring instructions

Please reply to all when you send the info back, I have jamie copied on the email and she is the one that will be sending the wire so make sure Jamie is copied on everything

Thank you

**Anthony Zingarelli**



141 N 2nd St  
Philadelphia, PA 19106

Office: 215-429-4111

Fax: scan & email

[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)



LaForte\_Contrac  
t24112017.pdf

# Exhibit “3”



**From:** james@parfunding.com  
**Subject:** RE: cherubini yatches  
**Date:** August 19, 2019 at 4:27 PM  
**To:** Anthony Z anthonyz@parfunding.com  
**Cc:** Joe Cole joecole@parfunding.com



This is what I have  
 I have added the wire info below for the wires.  
 The last two checks we for upholstery and trailer

Type	Num	Date	Account	Amount
Check	Wire	11/17/2017	Bank of America Operating 3939	-59,850.00
Check	1170	01/24/2018	Bank of America Operating 3939	-50,000.00
Check	Wire	01/25/2018	Bank of America Operating 3939	-50,000.00
Check	Wire	02/26/2018	Bank of America Operating 3939	-50,000.00
Check	Wire	04/04/2018	Bank of America Operating 3939	-50,000.00
Check	Wire	06/27/2018	Bank of America Operating 3939	-60,000.00
Check	1013	05/07/2019	ENT Operating 2107	-7,200.00
Check	1014	05/07/2019	ENT Operating 2107	-6,200.00
				-333,250.00

11/27/17 WIRE TYPE:WIRE OUT DATE:171127 TIME:0957 ET TRN:2017112700284289 SERVICE REF:004586 BNF:CHERUBINI YACHTS/DAVID CHE ID:3894153109 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:216985686 -59,850.00

01/25/18 WIRE TYPE:WIRE OUT DATE:180125 TIME:1519 ET TRN:2018012500368552 SERVICE REF:011258 BNF:CHERUBINI YACHTS/DAVID CHE ID:3894153109 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:222052694 -50,000.00

02/26/18 WIRE TYPE:WIRE OUT DATE:180226 TIME:1244 ET TRN:2018022600348741 SERVICE REF:008953 BNF:CHERUBINI YACHTS/DAVID CHE ID:3894153109 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:224680036 -50,000.00

04/04/18 WIRE TYPE:WIRE OUT DATE:180404 TIME:1012 ET TRN:2018040400250694 SERVICE REF:004881 BNF:DAVID CHERUBINI ID:4257071541 BNF BK:TD BANK, NA ID:031201360 PMT DET:228018144 -50,000.00

06/27/18 WIRE TYPE:WIRE OUT DATE:180627 TIME:1635 ET TRN:2018062700403345 SERVICE REF:013828 BNF:DAVID CHERUBINI ID:4257071541 BNF BK:TD BANK, NA ID:031201360 PMT DET:235067570 -60,000.00

**Jim Klenk**  
 Financial Controller



- Office: (215) 922 2636 ext 1040
- Direct Line: (267) 465-9012
- [james@parfunding.com](mailto:james@parfunding.com)

**From:** Anthony Z <anthonyz@parfunding.com>  
**Sent:** Monday, August 19, 2019 3:19 PM  
**To:** James Klenk <james@parfunding.com>  
**Subject:** cherubini yatches

Let me know on this when you get a chance

# Exhibit “4”

Bus Platinum Privileges



P.O. Box 15284  
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

[bankofamerica.com](http://bankofamerica.com)

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

HERITAGE BUSINESS CONSULTING, INC.  
17121 COLLINS AVE APT 1806  
SUNNY ISL BCH, FL 33160-4348

## Your Business Advantage Checking Bus Platinum Privileges

for November 1, 2017 to November 30, 2017

Account number: XXXXXXXXXX 3939

**HERITAGE BUSINESS CONSULTING, INC.**

### Account summary

Beginning balance on November 1, 2017	\$181,603.65
Deposits and other credits	3,292,250.09
Withdrawals and other debits	-2,977,415.70
Checks	-40,480.76
Service fees	-480.00
<b>Ending balance on November 30, 2017</b>	<b>\$455,477.28</b>

# of deposits/credits: 35

# of withdrawals/debits: 47

# of items-previous cycle<sup>1</sup>: 15

# of days in cycle: 30

Average ledger balance: \$548,898.41

<sup>1</sup>Includes checks paid, deposited items & other debits

Bank of America **Business Advantage**



## Banking at your fingertips

Mobile Banking<sup>1</sup> allows you to manage your business account on the go.

Download our free Mobile Banking app at [bankofamerica.com/getmobileapp](http://bankofamerica.com/getmobileapp).

Online Banking

**TIP OF  
THE MONTH**

<sup>1</sup> Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. View the Online Banking Service Agreement at [bankofamerica.com/serviceagreement](http://bankofamerica.com/serviceagreement) for more information. Data connection required. Wireless carrier fees may apply. ©2017 Bank of America Corporation. | ART3K7YD | SSM-04-17-0042.B

**Withdrawals and other debits - continued**

Date	Description	Amount
11/10/17	[REDACTED]	[REDACTED]
11/13/17	[REDACTED]	[REDACTED]
11/15/17	[REDACTED]	[REDACTED]
11/16/17	[REDACTED]	[REDACTED]
11/17/17	[REDACTED]	[REDACTED]
11/17/17	[REDACTED]	[REDACTED]
11/22/17	[REDACTED]	[REDACTED]
11/24/17	[REDACTED]	[REDACTED]
11/24/17	[REDACTED]	[REDACTED]
11/27/17	WIRE TYPE:WIRE OUT DATE:171127 TIME:0957 ET TRN:2017112700284289 SERVICE REF:004586 BNF:CHERUBINI YACHTS/DAVID CHE ID:3894153109 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:216985686	-59,850.00
11/27/17	[REDACTED]	[REDACTED]
11/30/17	[REDACTED]	[REDACTED]
11/30/17	[REDACTED]	[REDACTED]
<b>Card account # XXXX XXXX XXXX 2316</b>		
11/02/17	[REDACTED]	[REDACTED]
11/21/17	[REDACTED]	[REDACTED]
11/21/17	[REDACTED]	[REDACTED]
11/21/17	[REDACTED]	[REDACTED]
11/27/17	[REDACTED]	[REDACTED]
<b>Subtotal for card account # XXXX XXXX XXXX 2316</b>		<b>-\$1,420.89</b>
<b>Total withdrawals and other debits</b>		<b>-\$2,977,415.70</b>

Bus Platinum Privileges



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Customer service information

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HERITAGE BUSINESS CONSULTING, INC.  
17121 COLLINS AVE APT 1806  
SUNNY ISL BCH, FL 33160-4348

## Your Business Advantage Checking Bus Platinum Privileges

for January 1, 2018 to January 31, 2018

HERITAGE BUSINESS CONSULTING, INC.

Account number: XXXXXXXXXX 3939

### Account summary

Beginning balance on January 1, 2018	\$865,342.82
Deposits and other credits	1,873,714.23
Withdrawals and other debits	-1,464,477.91
Checks	-67,230.76
Service fees	-330.00
<b>Ending balance on January 31, 2018</b>	<b>\$1,207,018.38</b>

# of deposits/credits: 31

# of withdrawals/debits: 40

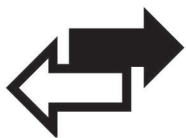
# of items-previous cycle<sup>1</sup>: 14

# of days in cycle: 31

Average ledger balance: \$944,649.82

<sup>1</sup>Includes checks paid, deposited items & other debits

Bank of America **Business Advantage**



Online Banking  
**TIP OF  
THE MONTH**

## Send payments with ACH

As a small business owner, did you know you can pay vendors and suppliers at other financial institutions — outside of Bank of America — using ACH payments?

Simply use Online Banking to make cost-effective electronic fund transfers with ACH: \$10 for next-day delivery and \$3 for 3-day delivery. Log in or enroll at [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness). Click the **Transfers** tab, then select **Send Money to Someone** and then **Using Their Account Number at Another Bank**.

AR7C4SJ9  
SSM-02-17-0641.B



**Your checking account**

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | January 1, 2018 to January 31, 2018

**Deposits and other credits - continued**

Date	Description	Amount
01/30/18	[REDACTED]	[REDACTED]
01/31/18	[REDACTED]	[REDACTED]

**Total deposits and other credits** **\$1,873,714.23**

**Withdrawals and other debits**

Date	Description	Amount
01/03/18	[REDACTED]	[REDACTED]
01/03/18	[REDACTED]	[REDACTED]
01/03/18	[REDACTED]	[REDACTED]
01/04/18	[REDACTED]	[REDACTED]
01/11/18	[REDACTED]	[REDACTED]
01/12/18	[REDACTED]	[REDACTED]
01/12/18	[REDACTED]	[REDACTED]
01/16/18	[REDACTED]	[REDACTED]
01/16/18	[REDACTED]	[REDACTED]
01/19/18	[REDACTED]	[REDACTED]
01/23/18	[REDACTED]	[REDACTED]
01/24/18	[REDACTED]	[REDACTED]
01/25/18	WIRE TYPE:WIRE OUT DATE:180125 TIME:1519 ET TRN:2018012500368552 SERVICE REF:011258 BNF:CHERUBINI YACHTS/DAVID CHE ID:3894153109 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:222052694	-50,000.00

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Bus Platinum Privileges



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HERITAGE BUSINESS CONSULTING, INC.  
17121 COLLINS AVE APT 1806  
SUNNY ISL BCH, FL 33160-4348

## Your Business Advantage Checking Bus Platinum Privileges

for February 1, 2018 to February 28, 2018

HERITAGE BUSINESS CONSULTING, INC.

Account number: XXXXXXXXXX 3939

### Account summary

Beginning balance on February 1, 2018	\$1,207,018.38
Deposits and other credits	1,492,903.32
Withdrawals and other debits	-2,416,195.49
Checks	-9,230.76
Service fees	-420.00
<b>Ending balance on February 28, 2018</b>	<b>\$274,075.45</b>

# of deposits/credits: 21

# of withdrawals/debits: 43

# of items-previous cycle<sup>1</sup>: 11

# of days in cycle: 28

Average ledger balance: \$229,848.90

<sup>1</sup>Includes checks paid, deposited items & other debits



Your checking account

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

Withdrawals and other debits - continued

Date	Description	Amount
02/09/18	[REDACTED]	[REDACTED]
02/14/18	[REDACTED]	[REDACTED]
02/14/18	[REDACTED]	[REDACTED]
02/14/18	[REDACTED]	[REDACTED]
02/14/18	[REDACTED]	[REDACTED]
02/21/18	[REDACTED]	[REDACTED]
02/23/18	[REDACTED]	[REDACTED]
02/26/18	WIRE TYPE:WIRE OUT DATE:180226 TIME:1244 ET TRN:2018022600348741 SERVICE REF:008953 BNF:CHERUBINI YACHTS/DAVID CHE ID:3894153109 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:224680036	-50,000.00
02/28/18	[REDACTED]	[REDACTED]
02/28/18	[REDACTED]	[REDACTED]
02/28/18	[REDACTED]	[REDACTED]

Card account # XXXX XXXX XXXX 2316

02/01/18	[REDACTED]	[REDACTED]
02/02/18	[REDACTED]	[REDACTED]
02/20/18	[REDACTED]	[REDACTED]
02/20/18	[REDACTED]	[REDACTED]
02/21/18	[REDACTED]	[REDACTED]
02/27/18	[REDACTED]	[REDACTED]

**Subtotal for card account # XXXX XXXX XXXX 2316** -\$6,517.46  
**Total withdrawals and other debits** -\$2,416,195.49



Bus Platinum Privileges



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HERITAGE BUSINESS CONSULTING, INC.  
17121 COLLINS AVE APT 1806  
SUNNY ISL BCH, FL 33160-4348

# Your Business Advantage Checking Bus Platinum Privileges

for April 1, 2018 to April 30, 2018

Account number: [REDACTED] 3939

HERITAGE BUSINESS CONSULTING, INC.

## Account summary

Beginning balance on April 1, 2018	\$1,675,611.51
Deposits and other credits	2,244,119.10
Withdrawals and other debits	-3,170,658.52
Checks	-120,730.76
Service fees	-360.00
<b>Ending balance on April 30, 2018</b>	<b>\$627,981.33</b>

# of deposits/credits: 23

# of withdrawals/debits: 42

# of items-previous cycle<sup>1</sup>: 14

# of days in cycle: 30

Average ledger balance: \$1,713,187.04

<sup>1</sup>Includes checks paid, deposited items & other debits

Bank of America **Business Advantage**

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## Thanks for enriching your community

During National Small Business Week and throughout the month of May, we'll be celebrating the contribution that businesses like yours make to communities across the nation. You make them more interesting places in which to live and work. Learn more at [bankofamerica.com/SBcelebrate](http://bankofamerica.com/SBcelebrate).

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### Deposits and other credits - continued

Date	Description	Amount
04/23/18	[REDACTED]	[REDACTED]
04/23/18	[REDACTED]	[REDACTED]
04/23/18	[REDACTED]	[REDACTED]
04/24/18	[REDACTED]	[REDACTED]
04/24/18	[REDACTED]	[REDACTED]
04/24/18	[REDACTED]	[REDACTED]
04/24/18	[REDACTED]	[REDACTED]
04/25/18	[REDACTED]	[REDACTED]
04/26/18	[REDACTED]	[REDACTED]
04/27/18	[REDACTED]	[REDACTED]
04/27/18	[REDACTED]	[REDACTED]

**Total deposits and other credits** **\$2,244,119.10**

### Withdrawals and other debits

Date	Description	Amount
04/02/18	[REDACTED]	[REDACTED]
04/03/18	[REDACTED]	[REDACTED]
04/04/18	WIRE TYPE:WIRE OUT DATE:180404 TIME:1012 ET TRN:2018040400250694 SERVICE REF:004881 BNF:DAVID CHERUBINI ID:4257071541 BNF BK:TD BANK, NA ID:031201360 PMT DET:228018144	-50,000.00
04/04/18	[REDACTED]	[REDACTED]
04/04/18	[REDACTED]	[REDACTED]
04/05/18	[REDACTED]	[REDACTED]
04/06/18	[REDACTED]	[REDACTED]

continued on the next page

Bus Platinum Privileges



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HERITAGE BUSINESS CONSULTING, INC.  
17121 COLLINS AVE APT 1806  
SUNNY ISL BCH, FL 33160-4348

# Your Business Advantage Checking Bus Platinum Privileges

for June 1, 2018 to June 30, 2018

Account number: [REDACTED] 3939

HERITAGE BUSINESS CONSULTING, INC.

## Account summary

Beginning balance on June 1, 2018	\$1,543,551.11
Deposits and other credits	2,070,472.50
Withdrawals and other debits	-1,459,048.64
Checks	-24,743.63
Service fees	-402.00
<b>Ending balance on June 30, 2018</b>	<b>\$2,129,829.34</b>

# of deposits/credits: 27

# of withdrawals/debits: 46

# of items-previous cycle<sup>1</sup>: 26

# of days in cycle: 30

Average ledger balance: \$1,909,622.95

<sup>1</sup>Includes checks paid, deposited items & other debits

Bank of America **Business Advantage**

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Your Digital  
Tip of the  
Month

### Sign up for online alerts today<sup>1</sup>

Stay up to date on your balances, and receive alerts when transactions have posted and when your payments are due.

Log in or enroll at [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness) and click on **Alerts** in the Activity Center.

<sup>1</sup> You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.  
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Your checking account

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | June 1, 2018 to June 30, 2018

Withdrawals and other debits - continued

Date	Description	Amount
06/01/18	[REDACTED]	[REDACTED]
06/05/18	[REDACTED]	[REDACTED]
06/05/18	[REDACTED]	[REDACTED]
06/08/18	[REDACTED]	[REDACTED]
06/11/18	[REDACTED]	[REDACTED]
06/11/18	[REDACTED]	[REDACTED]
06/11/18	[REDACTED]	[REDACTED]
06/13/18	[REDACTED]	[REDACTED]
06/14/18	[REDACTED]	[REDACTED]
06/15/18	[REDACTED]	[REDACTED]
06/18/18	[REDACTED]	[REDACTED]
06/20/18	[REDACTED]	[REDACTED]
06/22/18	[REDACTED]	[REDACTED]
06/26/18	[REDACTED]	[REDACTED]
06/27/18	WIRE TYPE:WIRE OUT DATE:180627 TIME:1635 ET TRN:2018062700403345 SERVICE REF:013828 BNF:DAVID CHERUBINI ID:4257071541 BNF BK:TD BANK, NA ID:031201360 PMT DET:235067570	-60,000.00
06/28/18	[REDACTED]	[REDACTED]
06/28/18	[REDACTED]	[REDACTED]
06/28/18	[REDACTED]	[REDACTED]

continued on the next page



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HERITAGE BUSINESS CONSULTING INC  
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**Questions? Contact us:**

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 Mail: P.O. Box 15819  
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 a vehicle that really works for your business.  
 Affordable rates, flexible terms and no application fee.  
 Call an Ent Lending Specialist to get pre-approved today!**

**YOUR ACCOUNT AT A GLANCE**

**NET EARNINGS**

	<u>Month-To-Date</u>	<u>Year-To-Date</u>
<b>00 - BUSINESS SAVINGS</b>		
Total Dividends	\$0.00	\$0.00
Total Charges	0.00	0.00
Total Refunds	0.00	0.00
<b>Net Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>10 - BUSINESS DIVIDEND CHECKING</b>		
Total Dividends	\$336.63	\$480.20
Total Charges	210.00	410.00
Total Refunds	0.00	0.00
<b>Net Earnings</b>	<b>\$126.63</b>	<b>\$70.20</b>
<b>Account Net Earnings</b>		
Total Dividends	\$336.63	\$480.20
Total Charges	210.00	410.00
Total Refunds	0.00	0.00
<b>Net Earnings</b>	<b>\$126.63</b>	<b>\$70.20</b>

\*Total Charges displayed on the statement may not reflect reimbursements.

**AVERAGE BALANCES**

	<u>Current Month</u>	<u>Prior Month</u>
00 - BUSINESS SAVINGS	\$5.00	\$5.00
10 - BUSINESS DIVIDEND CHECKING	\$1,585,445.80	\$414,757.46

**YEAR-TO-DATE DIVIDEND SUMMARY**

Reportable Dividends this Year: .....480.20

**Reportable dividends of \$10.00 or more are reported to the IRS as interest income for the year.**

Account Number 7062

Statement Period 05/01/19 thru 05/31/19

Page 4 of 5

DEPOSITS & OTHER CREDITS - Continued			10 BUSINESS DIVIDEND CHECKING	
Trans Date	Eff Date	Description	Amount	
	05/10	[REDACTED]	[REDACTED]	
	05/10	[REDACTED]	[REDACTED]	
	05/13	[REDACTED]	[REDACTED]	
	05/13	[REDACTED]	[REDACTED]	
	05/13	[REDACTED]	[REDACTED]	
	05/13	[REDACTED]	[REDACTED]	
	05/13	[REDACTED]	[REDACTED]	
	05/17	[REDACTED]	[REDACTED]	
	05/17	[REDACTED]	[REDACTED]	
	05/21	[REDACTED]	[REDACTED]	
	05/24	[REDACTED]	[REDACTED]	
	05/29	[REDACTED]	[REDACTED]	
	05/31	[REDACTED]	[REDACTED]	
	05/31	[REDACTED]	[REDACTED]	
	05/31	[REDACTED]	[REDACTED]	
<b>Total Deposits &amp; Other Credits</b>			<b>\$3,233,295.25</b>	

CHECKS CLEARED			10 BUSINESS DIVIDEND CHECKING		
Number	Date	Amount	Number	Date	Amount
[REDACTED]	[REDACTED]	[REDACTED]	1013	05/09	-7,200.00
[REDACTED]	[REDACTED]	[REDACTED]	1014	05/09	-6,200.00
<b>Total Checks Cleared</b>					<b>-\$14,057.00</b>

\*Checks may not appear on your statement because they have not yet cleared, or appear on a previous statement, or cleared as an electronic withdrawal. Some Online Bill Payment transactions are assigned a check number and appear under "Checks Cleared" causing non-sequential check numbers.

ELECTRONIC WITHDRAWALS			10 BUSINESS DIVIDEND CHECKING	
Trans Date	Eff Date	Description	Amount	
	05/28	[REDACTED]	[REDACTED]	
<b>Total Electronic Withdrawals</b>			<b>-\$2,000,000.00</b>	

# Exhibit “5”

**From:** Joe Mack [joe@parfunding.com](mailto:joe@parfunding.com)  
**Subject:** RE: Cherubini Yachts - 2 checks  
**Date:** May 7, 2019 at 5:01 PM  
**To:** Aida Lau [aida@parfunding.com](mailto:aida@parfunding.com)



No rush at all

---

**From:** Aida Lau <[aida@parfunding.com](mailto:aida@parfunding.com)>  
**Sent:** Tuesday, May 7, 2019 5:00 PM  
**To:** Joe Mack <[Joe@parfunding.com](mailto:Joe@parfunding.com)>; Anthony Z <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>  
**Subject:** RE: Cherubini Yachts - 2 checks

Will be there shortly, sorry I was in the training with the new hires.

Thanks.

Aida Lau

---

**From:** Joe Mack <[joe@parfunding.com](mailto:joe@parfunding.com)>  
**Sent:** Tuesday, May 7, 2019 4:52 PM  
**To:** Anthony Z <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>; Aida Lau <[aida@parfunding.com](mailto:aida@parfunding.com)>  
**Subject:** RE: Cherubini Yachts - 2 checks

Pay out of heritage please.. cut checks

---

**From:** Anthony Z <[anthonyz@parfunding.com](mailto:anthonyz@parfunding.com)>  
**Sent:** Tuesday, May 7, 2019 4:51 PM  
**To:** Aida Lau <[aida@parfunding.com](mailto:aida@parfunding.com)>  
**Cc:** Joe Mack <[Joe@parfunding.com](mailto:Joe@parfunding.com)>  
**Subject:** Cherubini Yachts - 2 checks

Aida please cut out two checks:

Cherubini Yachts

\$7,200.00 (in memo put: Boat Trailer)

\$6,200.00 (in memo: put upholstery)

Thank you



# **Exhibit “6”**



# BILL OF SALE

125 BOAT SHOP RD/PO BOX223 TAFTON, PA 18464  
 Phone#: (570) 226-4062 Fax#: (570) 226-4700

### BUYER'S PERSONAL INFORMATION

Buyer : LISA M MCELHONE	DOB : [REDACTED]	DL : [REDACTED]
Co-Buyer :	DOB :	DL :
Buyer Home Phone : [REDACTED]	Buyer Cell Phone :	Co-Buyer Cell Phone :
Street Address : 568 FERNDAL E LANE		City,State Zip : HAVERFORD, PA 19041
Delivery Date : 6/20/2019	County : MONTGOMERY	Email : [REDACTED]

### RETAIL UNIT

N/U/D : NEW	Year : 2019	Make : MANITOU
Model : XPLODE XT		
Color : DESTROYER	LENGTH 24 FT	
VIN : TII48245D919		
Stock Number : MAN1902	Price : 188,300.00	

### TRAILER

N/U/D :	Year :	Make :
Serial # :	Price : N/A	

### MOTOR 1

N/U/D :	Year : 2019	Make : SUZUKI
HP : 350	Serial # : 911176	
Model : DF350ATX2	Price : N/A	

### MOTOR 2

N/U/D :	Year : 2019	Make : SUZUKI
HP : 350	Serial # : 911079	
Model : DF350ATX2	Price : N/A	

### TRADE BOAT

Year : 12	Make : COBALT	Model : A25
Serial Number : FGEA5070A212	Allowance : 55000.00	

### TRADE TRAILER

Year :	Make :	Model :
Serial Number :	Allowance :	

### TRADE MOTOR 1

Year :	Make :	Model :
Serial Number :	Allowance :	

### LIEN PAYOFF

Payoff To :		
Payoff : N/A	Net Trade : 55,000.00	

### DELIVERY INSTRUCTIONS

### REMARKS

### SIGNATURES

Buyer :	Date : 6/20/2019
Co-Buyer :	Date : 6/20/2019
Agent :	Date : 6/20/2019

### ITEMIZATION

<b>BASE SELLING PRICE:</b>	188300.00
MOTOR :	N/A
TRAILER :	N/A
DISCOUNTS/REBATES :	N/A
<b>TOTAL PURCHASE PRICE :</b>	188300.00
Flooring Upgrade	N/A
Snap-in Marine Mat	N/A
Center in Tube Storage	N/A
Orion 45 Super Cooler	N/A
Honeycomb Graphics	N/A
Hydraulic Pedestals	N/A
Aqua Lounge Chair	N/A
Saltwater Package	N/A
<b>TOTAL ACCESSORIES:</b>	N/A
<b>SUB TOTAL :</b>	188300.00
<b>TOTAL TRADE ALLOWANCE :</b>	55000.00
<b>TRADE PAYOFF :</b>	N/A
<b>NET TRADE :</b>	55000.00
	N/A
CASH ON DELIVERY :	N/A
REBATE :	N/A
<b>LESS TOTAL DOWN :</b>	55000.00
<b>NET SALES :</b>	133300.00
BOAT TAX :	7998.00
TRAILER TAX :	N/A
<b>TOTAL SALES TAX :</b>	7998.00
LIEN FEES :	N/A
DOC/BOAT REG/TITLE FEES :	316.00
DOC/TRAILER REG/TITLE FEES :	N/A
TIRE/BATTERY FEE :	N/A
<b>TOTAL FEES :</b>	316.00
<b>GRAND TOTAL :</b>	141614.00
<b>CASH BALANCE :</b>	141614.00
<b>AMOUNT TO FINANCE :</b>	N/A

### Warranty & Exclusions & Limitations of Damages

Dealer and Buyer(s) certify that the additional terms and conditions printed on page 2 of the Agreement are agreed to as a part of this Agreement the same as if printed above the signature. Buyer(s) certify that the optional equipment, accessories and insurance, if any, has been voluntarily purchased by Buyer(s). Buyer(s) trade-in is free from all liens and encumbrances whatsoever, except as Buyer(s) have indicated herein (See Par.#3 and #12 on page 2 of this Agreement). Dealer and Buyer(s) agree that if any paragraph or provision should violate the law and/or is unenforceable, the rest of this Agreement will remain valid.

### AS IS

WHEN THIS BOX IS CHECKED, BUYER(S) UNDERSTAND THAT THE RIG BUYER(S) IS/ARE BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER(S) "AS IS" AND BUYER(S) ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS RIG AND THAT BUYER(S) DID USE BUYERS (S) OWN JUDGEMENT AND INSPECTION.

**ADDITIONAL TERMS AND CONDITIONS****BUYER(S) FURTHER AGREE:**

Buyer(s) understand that the term "rig" used in this Agreement describes the Boat, Motor, Trailer or any item or combination of items as described on the front of this Agreement. Buyer(s) also understand the term Buyer used in this Agreement pertains to both Buyer and Buyers.

1. **IF NOT A CASH TRANSACTION.** If this purchase is not a cash transaction, Buyer will, BEFORE OR AT THE TIME OF DELIVERY of the boat or rig purchased, in accordance with the terms and conditions of the other side of this Agreement, sign a retail installment contract, security agreement or other agreement as may be required by law.
2. **TITLE.** Title to the boat and/or rig purchased will remain in Dealer until the agreed price is paid in full in cash, or Buyer has signed a retail installment contract or security agreement and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the unit purchased may be made at a later date.
3. **REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it's not delivered to Dealer at the time of the original appraisal and if later, on its delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. Buyer understands and agrees that this later appraisal value will then determine the allowance made for Buyer's trade-in.
4. **FAILURE TO COMPLETE A PURCHASE.** If Buyer fails or refuses to complete this purchase within the time frame specified in this Agreement or as is specified in the Uniform Commercial Code of the state in which Buyer signs this Agreement, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealer's actual, consequential, and incidental damages, and all other damages, expenses, or losses which Dealer incurs because Buyer fails to complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deduct from the money received an amount that will adequately compensate the Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the cash deposit of the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Dealer may have at law. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the rights to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this Agreement, Buyer agrees to reimburse Dealer for Dealer's reasonable attorney's fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
5. **CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in the model, or the designs, or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
6. **TAXES.** Buyer understands that the price of the boat or rig Buyer is purchasing does not include any tax or taxes imposed by any governmental agency or authority prior to or at the time of delivery unless it is written on the other side of this Agreement. Buyer assumes and agrees to pay, unless prohibited by law, any and all taxes, except income taxes, that may be charged on Buyer's purchase, regardless of the person having the primary tax liability.
7. **DELAYS.** Buyer will not hold Dealer liable for delays caused by manufacturer, accidents, strikes, fires or any other cause beyond Dealer's control.
8. **INSPECTION.** Buyer has examined the boat or rig and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality.
9. **INSURANCE.** Buyer understands that Buyer is not covered by insurance on the boat or rig purchased on the front of this agreement and that it is Buyer's responsibility to secure insurance. Buyer will not hold Dealer responsible for any claims due to loss or damage whatsoever.
10. **WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE RIG PURCHASED, OR ANY COMPONENT(S), WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS, DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTANDS A STATEMENT OF THE TYPE OF WARRANTY COVERING THE RIG PURCHASED AND/OR COMPONENT(S) BEFORE BUYER SIGNED THIS SALES AGREEMENT. THERE IS NO EXPRESS WARRANTY ON USED RIGS, EXCEPT WHERE PROHIBITED BY LAW: (1) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE RIG PURCHASED, OR ANY COMPONENT(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S), (2) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY, AND (3) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (1) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE RIG OR ANY COMPONENT CONTAINED THEREIN, (2) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS RIG OR ANY COMPONENT CONTAINED THEREIN, AND (3) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
11. **LIMITATIONS OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE RIG CAUSED BY THE LACK OF REPAIRS. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE RIG, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE RIG TO DEALER AND SEEK A REFUND FOR ANY REASON.
12. **TRADE-INS.** If Buyer is trading in a used boat or rig, Buyer agrees and certifies:
  - A. On the date of this Agreement, the trade-in will become Dealer's property and Buyer will deliver to Dealer a certificate of title or registry or award of number of Buyer's trade-in showing name of the sole owner, together with proper bill of sale or other instrument of transfer sufficient to transfer title to Dealer; along with the delivery of the boat or rig to Dealer's place of business.
  - B. If Buyer's Trade-in is registered or licensed in a State outside of the one where this order is written, Buyer will immediately have the trade-in licensed and/or registered in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expenses on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
  - C. BUYER CERTIFIES that this unit or rig is solely owned by Buyer and that there are no liens or claims against Buyer's boat or rig except for those noted on the other side of this Agreement, and that all taxes of every kind have been fully paid. In the event any government agency makes a levy or claims a tax lien or demand against Buyer's trade-in, Dealer may, at Dealer's option either pay it and Buyer will reimburse Dealer on demand or Dealer may add that amount to the Agreement.
  - D. BUYER FURTHER CERTIFIES that the trade-in is seaworthy, and that its equipment is in sound running condition; that the engine block, manifold and cylinder head(s) are each free of cracks or defects. Buyer understands that if within 30 days after delivery of Buyer's trade-in, Dealer finds that the boat is not seaworthy or the equipment is not acceptable condition, that Dealer may, at Dealer's option cancel this Agreement or make such repairs or replacements as are necessary to place it in a saleable condition and deduct the cost thereof from the trade-in allowance.
13. **BROKERED BOATS.** Buyer understands that all brokered and used boats or rigs are sold "as-is" and that Dealer makes no warranty whatsoever unless in writing on the other side. Buyer has examined the used boat or rig and Buyer is satisfied with its condition and that the optional equipment and accessories included with it is in good working order.
14. **IN THE EVENT THAT FOR ANY REASON BUYER WOULD BE RIGHTFULLY AUTHORIZED TO REJECT ANY SEPARATELY DESCRIBED ITEM BEING PURCHASED HEREUNDER, BUYER AGREES THAT BUYER WILL STILL BE OBLIGATED TO ACCEPT AND PURCHASE ALL OTHER ITEMS AND MAY NOT REJECT OR REFUSE TO PURCHASE THE REMAINDER OF SUCH ITEMS.**
15. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT OF SALE.**

### Limited Power of Attorney

On \_\_\_\_\_, The undersigned Transferor for an in the consideration of \$1.00, hereby grant(s) unto \_\_\_\_\_. This Limited Power of Attorney to transfer boat and vehicle Titles to correct and execute or initial all typographic or clerical errors discovered in any or all of the various documents needed or required to transfer boat and vehicle Titles that the Paupack Marine Service Corp., d/b/a The Boat Shop acted as a transferring agent.

This Limited Power of Attorney may not be used for any other purposes than these stated herein.

This Limited Power of Attorney shall automatically terminate in one hundred twenty (120) days from the date of transfer of a boat or vehicle Title wherein the Paupack Marine Service Corp., d/b/a/ The Boat Shop was involved in a Transfer of Title.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

  
\_\_\_\_\_

  
\_\_\_\_\_



The wire instructions are as follows:

Bank : The Dime Bank

99 Wellwood Ave

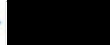
Hawley, PA 18428

570-226-3600

Routing number-



Account number-



Account Name – The Boat Shop

Please let me know if you have any questions or concerns.

# **Exhibit “7”**

Account Number **7062** Statement Period 06/01/19 thru 06/30/19 Page 1 of 4



551-1.12-38831N11.no1 002460437 1-3

HERITAGE BUSINESS CONSULTING INC  
205 ARCH ST 2ND FL  
PHILADELPHIA PA 19106

**Questions? Contact us:**

Member Service:  
Co Springs: (719) 574-1100  
Toll-Free: 800-525-9623  
Online: Ent.com  
Mail: P.O. Box 15819  
Colorado Springs, CO 80935-5819

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articles, videos, guides and more!

**YOUR ACCOUNT AT A GLANCE**

**NET EARNINGS**

	<u>Month-To-Date</u>	<u>Year-To-Date</u>
<b>00 - BUSINESS SAVINGS</b>		
Total Dividends	\$0.00	\$0.00
Total Charges	0.00	0.00
Total Refunds	0.00	0.00
<b>Net Earnings</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>10 - BUSINESS DIVIDEND CHECKING</b>		
Total Dividends	\$276.59	\$756.79
Total Charges	75.00	485.00
Total Refunds	0.00	0.00
<b>Net Earnings</b>	<b>\$201.59</b>	<b>\$271.79</b>
<b>Account Net Earnings</b>		
Total Dividends	\$276.59	\$756.79
Total Charges	75.00	485.00
Total Refunds	0.00	0.00
<b>Net Earnings</b>	<b>\$201.59</b>	<b>\$271.79</b>

\*Total Charges displayed on the statement may not reflect reimbursements.

**AVERAGE BALANCES**

	<u>Current Month</u>	<u>Prior Month</u>
00 - BUSINESS SAVINGS	\$5.00	\$5.00
10 - BUSINESS DIVIDEND CHECKING	\$1,346,102.26	\$1,585,445.80

**YEAR-TO-DATE DIVIDEND SUMMARY**

Reportable Dividends this Year: .....756.79

Reportable dividends of \$10.00 or more are reported to the IRS as interest income for the year.

Account Number 7062

Statement Period 06/01/19 thru 06/30/19

Page 2 of 4



<b>SAVINGS SUMMARY</b>		<b>00 BUSINESS SAVINGS</b>		<b>Dividends Earned YTD: \$0.00</b>	
		<u>ITEMS</u>		<u>AMOUNT</u>	
<b>Beginning Balance</b>				<b>\$5.00</b>	
Deposits and Other Credits (+)		0		0.00	
Electronic Withdrawals (-)		0		0.00	
Other Withdrawals (-)		0		0.00	
<b>Ending Balance</b>				<b>\$5.00</b>	

<b>DAILY ENDING BALANCE</b>			<b>00 BUSINESS SAVINGS</b>		
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
06/30	5.00				



Account Number 7062

Statement Period 06/01/19 thru 06/30/19

Page 3 of 4



CHECKING SUMMARY		10 BUSINESS DIVIDEND CHECKING	Dividends Earned YTD: \$756.79
		ITEMS	AMOUNT
<b>Beginning Balance</b>			<b>\$1,314,898.56</b>
Deposits and Other Credits (+)		15	225,923.32
Checks Cleared (-)		2	-1,305.00
Electronic Withdrawals (-)		0	0.00
Other Withdrawals (-)		4	-240,689.00
<b>Ending Balance</b>			<b>\$1,298,827.88</b>

SERVICE CHARGE SUMMARY		10 BUSINESS DIVIDEND CHECKING		
Activity	Total Count	Unit Price	Charge	
Transaction Items (350 no charge)	24	0.30	0.00	
Deposit Tickets	0			
Checks Deposited	6			
Checks Cleared	2			
Trans Dep Items	13			
Trans Wdl Items	3			
ACH Orig Items	0			
Total Trans Item Count	24			
Wire - Domestic	3	25.00	75.00	
Maintenance Charge (Waived)		10.00	0.00	
<b>Total Charges</b>			<b>\$75.00</b>	

DEPOSITS & OTHER CREDITS		10 BUSINESS DIVIDEND CHECKING	
Trans Date	Eff Date	Description	Amount
	06/03		\$4,333.34
	06/04		\$3,116.67
	06/07		\$2,000.00
	06/07		\$1,666.66
	06/07		\$7,000.00
	06/10		\$3,688.00
	06/10		\$39,520.83
	06/13		\$16,670.00
	06/14		\$11,049.91
	06/14		\$7,000.00

Equal Housing Lender

Federally insured by NCUA

Equal Opportunity Lender

Ent is a registered trademark of Ent Credit Union.

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DEPOSITS & OTHER CREDITS - Continued			10 BUSINESS DIVIDEND CHECKING	
Trans Date	Eff Date	Description		Amount
	06/17			\$11,666.67
	06/21			\$40,000.00
	06/27			\$70,934.65
	06/28			\$7,000.00
	06/30			\$276.59
<b>Total Deposits &amp; Other Credits</b>				<b>\$225,923.32</b>

CHECKS CLEARED			10 BUSINESS DIVIDEND CHECKING					
Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1016	06/06	-140.00	1017	06/11	-1,165.00	<b>Total Checks Cleared</b>		<b>-\$1,305.00</b>

\*Checks may not appear on your statement because they have not yet cleared, or appear on a previous statement, or cleared as an electronic withdrawal. Some Online Bill Payment transactions are assigned a check number and appear under "Checks Cleared" causing non-sequential check numbers.

OTHER WITHDRAWALS			10 BUSINESS DIVIDEND CHECKING	
Trans Date	Eff Date	Description		Amount
	06/20			-\$21,000.00
	06/21	Withdrawal by Wire 0000289728 WIRE 0000289728:THE BOAT SHOP Wire-Domestic 0000289728		-\$141,614.00
	06/28			-\$78,000.00
	06/30			-\$75.00
				<b>-\$240,689.00</b>

DAILY ENDING BALANCE			10 BUSINESS DIVIDEND CHECKING				
Date	Amount	Date	Amount	Date	Amount	Date	Amount
06/03	1,319,231.90	06/10	1,376,084.06	06/17	1,421,305.64	06/28	1,298,626.29
06/04	1,322,348.57	06/11	1,374,919.06	06/20	1,400,305.64	06/30	1,298,827.88
06/06	1,322,208.57	06/13	1,391,589.06	06/21	1,298,691.64		
06/07	1,332,875.23	06/14	1,409,638.97	06/27	1,369,626.29		

# **Exhibit “8”**

**From:** "Joe Mack" <joemack888@aol.com>  
**To:** <jamie@parfunding.com>  
**Subject:** FW: Cobalt pricing  
**Sent:** Fri, 9 Feb 2018 10:49:48 -0500

---

**From:** Roy Finney Jr. (The Boat Shop) [mailto:royjr@paboatshop.com]  
**Sent:** Friday, February 02, 2018 10:20 AM  
**To:** Joe Mack <joemack888@aol.com>  
**Cc:** lisa.mcelhone@gmail.com  
**Subject:** Re: Cobalt pricing

Good Morning,

Here is the information on the boat and Waverunners for the wire transfers as well as what I will need from you.

**Waverunners:**

Total balance due (including tax and fees): \$17,908.74

- A copy of your (Lisa's) drivers license front and back for the sales agreement.
- The signed titles for your two Sea Doos (see below for where to sign the back).

**Boat:**

Deposit of 20% (Current specs is roughly \$280,000 so \$56,000 would work) so I can lock up the build slot.

All of the rest we have time to do:

- Idea on colors. I will search for photos or build a few options if you would like.
- Look over the options and see if there are any I don't have that you would like or any I have you want to delete (personally I am torn on the galley as it is nice for entertaining, but you lose a seat)
- Will it be in Lisa's name, Joes, or both? You have time to adjust this, I just need to get something on the sales agreement.

**Here is the Wire transfer information:**

The Dime Bank  
820 Church St  
Honesdale PA 18431

Account Name: Paupack Marine Service Corp.

Routing Number: [REDACTED]

Account Number: [REDACTED]

Please let me know if you have any questions or need anything from me.

Thank you,  
Roy

The Boat Shop  
PO Box 223  
125 Boat Shop Rd  
Tafton PA 18464  
(570) 226-4062  
Boating Industry Top 100 Dealer

Sent from my iPhone

On Feb 1, 2018, at 8:30 PM, Joe Mack <[joemack888@aol.com](mailto:joemack888@aol.com)> wrote:

Skis in Lisa name.

I want the boat. I will wire you 20 percent

Get me a one ski red one ski blue.

Definitely using you for cherubanni servicing and storage.

Will take u up on that boat ride this summer.

Thanks for all u are doing for us my man

Sent from my iPhone

On Feb 1, 2018, at 7:57 PM, Roy Finney Jr. (The Boat Shop) <[royjr@paboatshop.com](mailto:royjr@paboatshop.com)> wrote:

I'll send over the wire info to Lisa tomorrow and cc you as well. Whose name do you want them in so I can prepare a sales agreement. Cobalt wise if you want to proceed we get 20% down and then just need to pick colors and verify options. If you want an early 19 I'll make some calls and call in a favor with my old rep to get you the first or second one made for 2019(may be number 2 as the first is usually the brochure boat).

Do you like red or blue for the GP1800 Waverunner?

If you need any help or service with the other boat you purchased let me know. I'm in the midst of getting permits for a new indoor storage/service facility so I will have more room and will help in any way I can. Also if you want to get out and surf or wakeboard sometime let me know and I'll take you out on my boat to try it out.

Thank you,  
Roy

The Boat Shop  
PO Box 223  
125 Boat Shop Rd  
Tafton PA 18464  
(570) 226-4062  
Boating Industry Top 100 Dealer

Sent from my iPhone

On Feb 1, 2018, at 6:11 PM, Joe Mack <[joemack888@aol.com](mailto:joemack888@aol.com)> wrote:

Cool.. lets wait until the 2019 comes out. I will use the boat I have and another boat I bought until then.. Jet skis are great.. how much do I need to send you .. send Lisa wire instructions

**From:** Roy Finney Jr. (The Boat Shop) [<mailto:royjr@paboatshop.com>]  
**Sent:** Thursday, February 01, 2018 1:53 PM  
**To:** Joe Mack <[joemack888@aol.com](mailto:joemack888@aol.com)>  
**Cc:** Lisa McElhone <[lisa.mcelhone@gmail.com](mailto:lisa.mcelhone@gmail.com)>  
**Subject:** Re: Cobalt pricing

Hi Joe and Lisa,

I hope you were able to figure out your dock with Kevin. If you need anything else from me let me know. I just wanted to let you know my rep just sent out an updated production timeline and as of now the R30 is out until the second week of June, which would have it arrive to us sometime in early July (could be as early as the 1, or as late as the 15 as they have a plant shutdown around the holiday). If they sell anymore this week and production gets back any further I would recommend placing the order for a early 2019 model, which if ordered soon would arrive anytime from July 15 to around August 1 pending no delays. Yes, you would end up waiting a few extra weeks, but you would save a year of depreciation and get it at the same price. I'll order whatever you prefer once you are ready to proceed.

As always if you need anything let me know.

Roy

The Boat Shop  
PO Box 223  
125 Boat Shop Rd  
Tafton PA 18464  
(570) 226-4062  
Boating Industry Top 100 Dealer

Sent from my iPhone

On Jan 29, 2018, at 3:38 PM, Joe Mack <[joemack888@aol.com](mailto:joemack888@aol.com)> wrote:

I need the 430 hsp.. best one.. also Lisa needs to find out if this will fit on my dock.. check w the gentleman that is designing the dock, or maybe we can put him on w Roy..  
Cant you do better for me on the trade in to knock down the price.. thanks

---

**From:** Roy Finney Jr (The Boat Shop) [<mailto:royjr@paboatshop.com>]  
**Sent:** Monday, January 29, 2018 3:30 PM  
**To:** 'Joe Mack' <[joemack888@aol.com](mailto:joemack888@aol.com)>  
**Cc:** 'Lisa McElhone' <[lisa.mcelhone@gmail.com](mailto:lisa.mcelhone@gmail.com)>  
**Subject:** RE: Cobalt pricing

Hi Joe and Lisa,

Okay, here is what I did... First I priced out the two waverunners for you. Yamaha makes us scan in the contracts and enter the trades in upon warranty registration so that we maintain proper margins so we have little room to discount them, but what I did was use high trade value for your Sea Doo's and our low value on the new units. I also threw in Freight, Prep, and covers. On top of this I am going to take an additional \$5,000.00 off the price of the boat, as you can see below, as a way to give you extra incentive and hide it from Yamaha.

Waverunners:

**2018 Yamaha GP 1800**

MSRP w/ Freight, Prep, and Cover: \$15,173.00

Your Price: \$13,999.00

Trade 1: (\$ 6,915.00)

**Total: \$7,084.00 plus tax/registration**

**2018 Yamaha FX Limited SVHO**

MSRP w/ Freight, Prep, and Cover: \$17,813.00

Your Price: \$16,500.00

Trade 2: (\$ 7,255.00)

**Total: \$9,245.00 plus tax/registration**

**Total for both: \$16,329.00 plus tax/registration** (I have these both in stock so we can complete this deal at any time)

Now onto the boat. I loaded one up as mentioned and priced the various twin motor options. I can price a single motor, which will save on winterization, maintenance, etc, but if it was me I would not buy this boat without twins. I tried to work my best possible price, but as always will double check and contact Cobalt to see if they have any extra incentives coming up once we hone in on the model/options.

Here is what I need to know from you for the motors:

1. How fast so you want to go?

2. How many people do you plan to go out with?

Once I know that I can pin point the motor combo I would recommend. In the interim though I priced 4 different variations, all with the same option selections.

Trade wise I will not have an exact price until we know when the boat comes in, but am estimating it at \$53,250.00 as of today.

Here is a list of the options with a few notes:

**2018 Cobalt R30**

Joystick Sterndrive

Hull Bottom Full Color (May change depending on color selection)

Three Color Custom w/ Edge (May change depending on color selection)

Bow and Cockpit Covers

Makassar Dash/Trim Package

Platinum Sound w/ Transom+Tower Speakers.

Arch, SS/Alum Hard Top&Elec. Shade

Docking Lights

Flagpole w/Flag

Portal Light

Sof-Trac Platform Mat

Swim Platform Lighting

Transom Shower

Underwater Lighting

Bow Filler Cushions

Cockpit Heater

Dinette Table

Sea Grass Floor Covering (marine mat or carpet also available, we would alter this based on colors/preferences)

Cockpit Galley (see photo below, this "sink" removes a seat so you may decided you do not want it)

Head w/ Vacuflush

RGB LED Interior Lighting



Remote Courtesy Lights

Throw Pillows, 4

Trim Tabs w/ autoglide

Windlass (electric anchor in front of the boat)

Trailer (required for storage)

**W/twin Volvo Penta 300hp** (56-58mph – Same motor as a Standard Chevy Tahoe/GMC Yukon)

MSRP incl Freight and Prep: \$318,304.00

National Boat Show Sale Price: \$256,543.00

**Our Price:** \$251,460.00 plus tax/registration MINUS trade

**Price with additional Yamaha Discount: \$246,460.00** plus tax/registration MINUS trade

**W/twin Volvo Penta 350hp** (59-61mph – same motor as above but tuned a little)

MSRP incl Freight and Prep: \$330,697.00

National Boat Show Sale Price: \$266,258.00

**Our Price:** \$261,521.00 plus tax/registration MINUS trade

**Price with additional Yamaha Discount: \$256,521.00** plus tax/registration MINUS trade

**W/twin Volvo Penta 380hp** (60-62mph – more torque, same motor as Chevy Truck, 6.0L)

MSRP incl Freight and Prep: \$341,144.00

National Boat Show Sale Price: \$274,815.00

**Our Price:** \$269,504.00 plus tax/registration MINUS trade

**Price with additional Yamaha Discount: \$264,504.00** plus tax/registration MINUS trade

**W/twin Volvo Penta 430hp** (66-68mph – same motor as a Cadillac Escalade, 6.2L)

MSRP incl Freight and Prep: \$361,685.00

National Boat Show Sale Price: \$291,248.00

**Our Price:** \$285,737.00 plus tax/registration MINUS trade

**Price with additional Yamaha Discount: \$280,737.00** plus tax/registration MINUS trade

Options I did NOT include:

Satellite radio \$357

XM weatherband \$1,066

Color accented hard top (bottom of hard top a different color) \$605

Transom tilt switches (used to raise drives on land) \$411

Wakeboard racks \$2,038 - \$3,738

Refrigerator (you really need to have access to shore power for this. Every time I sell one the customer leaves it on and then comes back to the boat and the batteries are dead) \$2,904

Stainless foot tread for driver \$505

Additional 6 (10 total) throw pillows \$435

Battery charger (again you need to have electric at your dock) \$489

Captains Call Plus w/ Mufflers (this is a switch to make the boat loud by putting the exhaust through the hull instead of the mufflers) \$11,932

Sorry for the long email, but I wanted to cover every detail. Cobalt sold 3 R30's at the NY Show this weekend so I am awaiting a build estimate, but if you decide to proceed the sooner we do the better to lock up a build slot.

As always let me know if you have any questions.

Thank you,

Roy

Cockpit Galley (also shows seagrass flooring):

<image001.jpg>



# **Exhibit “9”**



P.O. Box 15284  
Wilmington, DE 19850

HERITAGE BUSINESS CONSULTING, INC.  
17121 COLLINS AVE APT 1806  
SUNNY ISL BCH, FL 33160-4348

Bus Platinum Privileges

**Customer service information**

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Advantage Checking Bus Platinum Privileges

for February 1, 2018 to February 28, 2018

**HERITAGE BUSINESS CONSULTING, INC.**

Account number: [REDACTED] 3939

### Account summary

Beginning balance on February 1, 2018	\$1,207,018.38
Deposits and other credits	1,492,903.32
Withdrawals and other debits	-2,416,195.49
Checks	-9,230.76
Service fees	-420.00
<b>Ending balance on February 28, 2018</b>	<b>\$274,075.45</b>

# of deposits/credits: 21

# of withdrawals/debits: 43

# of items-previous cycle<sup>1</sup>: 11

# of days in cycle: 28

Average ledger balance: \$229,848.90

<sup>1</sup>Includes checks paid, deposited items & other debits

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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### Your checking account

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

### Deposits and other credits

Date	Description	Amount
02/01/18		17,500.00
02/05/18		98,000.00
02/06/18		4,333.34
02/06/18		1,666.66
02/07/18		2,190.00
02/08/18		147,000.00
02/08/18		1,334.00
02/09/18		39,520.83
02/09/18		5,333.34
02/12/18		13,846.00
02/12/18		7,105.00
02/16/18		11,666.67

*continued on the next page*

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

### Deposits and other credits - continued

Date	Description	Amount
02/20/18		275,000.00
02/21/18		325,000.00
02/21/18		4,101.33
02/23/18		10,000.00
02/26/18		165,000.00
02/26/18		13,846.15
02/27/18		175,000.00
02/28/18		175,000.00
02/28/18		460.00
<b>Total deposits and other credits</b>		<b>\$1,492,903.32</b>

### Withdrawals and other debits

Date	Description	Amount
02/01/18		-833,728.65
02/02/18		-33,000.00
02/05/18		-1,529.00
02/05/18		-2.20
02/08/18		-200,000.00
02/09/18	WIRE TYPE:WIRE OUT DATE:180209 TIME:1411 ET TRN:2018020900331885 SERVICE REF:010279 BNF:PAUPACK MARINE SERVICE COR ID:0014447 BNF BK:T HE DIME BANK ID:031308551 PMT DET:5TS698PMF Other	-73,908.74
02/09/18		-202,500.00
02/09/18		-8,125.00

continued on the next page



Your checking account

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

Withdrawals and other debits - continued

Date	Description	Amount
02/09/18		-3,790.78
02/14/18		-1,950.00
02/14/18		-46,179.62
02/14/18		-38,000.00
02/14/18		-4,620.00
02/21/18		-600,000.00
02/23/18		-3,746.93
02/26/18		-50,000.00
02/28/18		-200,000.00
02/28/18		-8,597.11
02/28/18		-100,000.00
Card account # XXXX XXXX XXXX 2316		
02/01/18		-803.10
02/02/18		-1,905.60
02/20/18		-3,220.00
02/20/18		-239.50
02/21/18		-115.77
02/27/18		-233.49
<b>Subtotal for card account # XXXX XXXX XXXX 2316</b>		<b>-56,517.46</b>
<b>Total withdrawals and other debits</b>		<b>-\$2,416,195.49</b>

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

### Checks

Date	Check #	Amount	Date	Check #	Amount
02/02/18	1173	-2,307.69	02/16/18	1175	-2,307.69
02/09/18	1174	-2,307.69	02/26/18	1176	-2,307.69
<b>Total checks</b>					<b>-\$9,230.76</b>
<b>Total # of checks</b>					<b>4</b>

### Service fees

The Monthly Fee on your Business Advantage Checking account was waived for the statement period ending 01/31/18. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- \$2,500+ in new net purchases on a linked Business credit card
- \$15,000+ average monthly balance in primary checking account
- \$35,000+ combined average monthly balance in linked business accounts
- active use of Bank of America Merchant Services
- active use of Payroll Services

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

Date	Transaction description	Amount
02/01/18	Wire Transfer Fee	-30.00
02/02/18	Wire Transfer Fee	-30.00
02/08/18	Wire Transfer Fee	-30.00
02/09/18	Wire Transfer Fee	-30.00
02/09/18	Wire Transfer Fee	-30.00
02/09/18	Wire Transfer Fee	-30.00
02/14/18	Wire Transfer Fee	-30.00
02/14/18	Wire Transfer Fee	-30.00
02/14/18	Wire Transfer Fee	-30.00
02/21/18	Wire Transfer Fee	-30.00
02/26/18	Wire Transfer Fee	-30.00
02/28/18	Wire Transfer Fee	-30.00
02/28/18	Wire Transfer Fee	-30.00
02/28/18	Wire Transfer Fee	-30.00
<b>Total service fees</b>		<b>-\$420.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

### Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
02/01	389,956.63	02/02	352,713.34	02/05	449,182.14

continued on the next page



## Your checking account

HERITAGE BUSINESS CONSULTING, INC. | Account # [REDACTED] 3939 | February 1, 2018 to February 28, 2018

### Daily ledger balances - continued

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
02/06	455,182.14	02/14	89,919.48	02/23	106,027.59
02/07	457,372.14	02/16	99,278.46	02/26	232,536.05
02/08	405,676.14	02/20	370,818.96	02/27	407,302.56
02/09	159,808.10	02/21	99,774.52	02/28	274,075.45
02/12	180,759.10				



# **Exhibit “10”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 20-CV-81205-RAR**

**SECURITIES AND EXCHANGE  
COMMISSION,**

Plaintiff,

v.

**COMPLETE BUSINESS SOLUTIONS  
GROUP, INC. d/b/a PAR FUNDING, et al.,**

Defendants.

\_\_\_\_\_ /

**ORDER GRANTING RECEIVER RYAN K. STUMPHAUZER’S MOTION TO  
EXPAND THE RECEIVERSHIP ESTATE TO INCLUDE A CUSTOM CHERUBINI  
YACHT, A MANITOU XT PONTOON BOAT, AND TWO YAMAHA WAVERUNNERS**

**THIS CAUSE** comes before the Court upon the Receiver’s Motion to Expand the Receivership Estate to Include a Custom Cherubini Yacht, a Manitou CT Pontoon Boat, and Two Yamaha Waverunners (the “Motion to Expand”) [ECF No. \_\_\_\_], filed on March 1, 2021. In the Motion, the Receiver seeks to expand the scope of the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] (“Receivership Order”), to include a custom-built Cherubini Yacht, a Manitou XT Pontoon Boat, and two (2) Yamaha Waverunners that Defendants Joseph LaForte and Lisa McElhone purchased using commingled investor funds.<sup>1</sup>

<sup>1</sup> The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding; Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment Fund 2 LP; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.;

The Court finds that the Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that the Receiver's Motion to Expand is **GRANTED** as follows:

1. For the same reasons articulated in the Order on Motion to Expand [ECF No. 436], the scope of the receivership created in this case is expanded to include the following:

- a. Custom-built Cherubini Yachts Classic 24, purchased pursuant to the Contract to Purchase dated as of November 20, 2017;
- b. 2019 Manitou Xplode XT pontoon boat, Hull Identification Number TII48245D919;
- c. 2018 Yamaha GP 1800 waverunner, Hull Identification Number YAMA2206C818; and
- d. 2018 Yamaha FX Limited SVHO waverunner, Hull Identification Number YAMA1900C818.

2. The Court finds that based upon the Securities and Exchange Commission's previous filings and the information the Receiver has supplied in the Motion, the same findings and conclusions that led the Court to expand the receivership to include the other Receivership Entities and Receivership Assets apply equally to the watercraft listed in paragraph 1 above. Ryan K. Stumphauzer is appointed Receiver over the watercraft listed in paragraph 1 above. The Receivership Order shall apply with equal force and effect to the watercraft listed in paragraph 1

---

118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; Blue Valley Holdings, LLC; LWP North LLC; and 500 Fairmount Avenue, LLC and the Receivership Estate also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; and 107 Quayside Dr., Jupiter FL 33477.

above as it applies to the other Receivership Entities and Receivership Assets. The terms and provisions of the operative Receivership Order are incorporated by reference herein.

**DONE AND ORDERED** Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**

Copies to: Counsel of Record