

**UNITED STATES DISTRICT COURT
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.

**SECURITIES AND EXCHANGE COMMISSION’S MOTION FOR ORDER TO SHOW
CAUSE WHY DEFENDANT LISA MCELHONE AND HER FORMER COUNSEL
SHOULD NOT BE HELD IN CONTEMPT OF COURT**

Plaintiff Securities and Exchange Commission respectfully moves the Court for an order directing Defendant Lisa McElhone and her former counsel Fox Rothschild to show cause why they should not be held in contempt for violating the Court’s Order Granting the Commission’s Emergency Motion for Asset Freeze and Other Relief (“Freeze Order”) (ECF No. 42), which McElhone knows continued and remains in effect [Preliminary Injunction Orders to which McElhone consented, ECF No. 230 (consenting to Freeze Order up to \$482 million)] and the Order Appointing Receiver and Amended Order Appointing Receiver [ECF No. 36 & 141].

Upon learning of this case and the *ex parte* motion for an asset freeze and for the appointment of a Receiver, Defendant Joseph LaForte and counsel at Fox Rothschild immediately agreed for \$1.5 million to be transferred from Par Funding to Fox Rothschild, whose lawyers then filed notices of appearance on behalf of LaForte, McElhone, and others in this case. The Receiver has demanded that these funds be repaid in full to Par Funding, but Fox Rothschild refuses and has not returned all of the funds. McElhone then spent frozen assets to fund payment of living expenses and has transferred real estate purchased with commingled investor funds, all in flagrant violation of the Asset Freeze Order.

I. BACKGROUND

A. The Complaint, Freeze Order, Order Appointing Receiver

On July 24, 2020, the Commission filed under seal a Complaint arising from Defendants' unregistered fraudulent securities offering, seeking preliminary injunctions and an asset freeze, among other relief. ECF No. 1. The Commission also filed an *ex parte* emergency motion for, among other relief, an asset freeze against Defendants Lisa McElhone, Par Funding, and Joseph LaForte in the amount of \$482 million. ECF No. 14.

On July 28, 2020, the Court issued the Freeze Order. The Freeze Order restrains Defendants McElhone, LaForte, Par Funding, and their attorneys, among others, from disposing of McElhone, LaForte's and Par Funding's assets. It specifically provides in relevant part that pending determination of the Preliminary Injunction:

A. Defendants Par Funding, McElhone, and LaForte and their respective directors, officers, agents, servants, employees, attorneys, depositories, banks, and those persons in active concert or participation with any one or more of them, and each of them, who receive notice of this Order by personal service, mail, email, facsimile transmission or otherwise, hereby are restrained from, directly or indirectly, transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of, or withdrawing any assets or property, including but not limited to cash, free credit balances, fully paid for securities, personal property, real property, and/or property pledged or hypothecated as collateral for loans, or charging upon or drawing from any lines of credit, owned by, controlled by, or in the possession of, whether jointly or singly, and wherever located, Par Funding, Lisa McElhone, and Joseph LaForte, a/k/a Joe Mack, a/k/a Joe Macki, a/k/a Joe McElhone.

B. Any financial or brokerage institution or other person or entity holding any such funds or other assets, in the name, for the benefit or under the control of Defendants Par Funding, McElhone, or LaForte, directly or indirectly, held jointly or singly, and wherever located, and which receives actual notice of this Order by personal service, mail, email, facsimile, or otherwise, shall hold and retain within its control and prohibit the withdrawal, removal, transfer, disposition, pledge, encumbrance, assignment, set off, sale, liquidation, dissipation, concealment, or other disposal of any such funds or other assets.

This asset freeze is limited to the amount received from the securities fraud, which is estimated at this time to be \$482,000,000.

[ECF No. 42]. Following the Preliminary Injunction hearing, McElhone and LaForte consented to the continuation of the Asset Freeze, limited to the amount of \$482,000,000. [ECF Nos. 230 & 337]. The Preliminary Injunction Orders remain in effect.

On July 27, 2020, the Court appointed a Receiver over, among others, Par Funding [DE 36]. Fox Rothschild was aware of that Order, participated on July 27 in a hearing/status conference concerning the receivership relief sought, and filed papers in opposition to the appointment of the Receiver. Thereafter, the Commission and Receiver raised issues concerning Fox Rothschild making appearances before the Court in different capacities despite the Order Appointing a Receiver over Par Funding, including appearing as counsel for Par Funding in another case in order to oppose the production by a third party of certain documents in response to a Commission subpoena, and concerning the removal and unauthorized access and potential removal of electronic documents, books, and records of Par Funding [*See, e.g.*, ECF No. 105, 133].

On August 13, 2020, the Court amended the Receivership Order [ECF No. 141 (“Given the difficulties the Receiver has encountered to obtain information he needs to adequately preserve the Receivership Entities’ assets and protect investor funds, the Court finds it necessary to expand the scope of the receivership.”)]. The Amended Receivership Order provides, among other things, as follows:

3. Except as otherwise specified herein, all Receivership Assets and Recoverable Assets are frozen until further order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets and/or any Recoverable Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Assets and/or Recoverable Assets that are on deposit with financial institutions such as banks, brokerage firms and mutual funds.

7. Subject to the specific provisions in Sections III through XIV, below, the Receiver shall have the following general powers and duties:

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Entities; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

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29. The Receivership Entities and all persons receiving notice of this Order by personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would: A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property.

[ECF No. 141]. Fox Rothschild was appearing as counsel in this case when the Order was entered.

B. After Learning About the *Ex Parte* Filings, LaForte and Fox Rothschild Make Arrangements For The Immediate Payment of \$1.5 Million From Par Funding To Fox To, Among Other Things, Represent LaForte, McElhone, And Others In This Case

1. On Friday, July 24, 2020, the Defendants learn about the SEC's Complaint against them and LaForte makes arrangements for an immediate payment to Fox Rothschild

The Defendants learned about the ex parte Complaint on July 24. [ECF No. 19 (Defendants' July 27 filing concerning asset freeze) and Exh. A thereto; Exhibit 1 (July 24 email from Berman to Defendants attaching Complaint)].

On July 24, Berman spoke with LaForte and requested fees for work Fox Rothschild had done and would do in the future. Berman discussed the SEC case with LaForte and advised him that the monies would be needed to pay for ongoing legal work, and LaForte and Berman agreed to the "immediate payment" of funds to Fox Rothschild. [See Exhibit 2, Letter from Fox Rothschild].

At 4:48pm that same day, Berman emailed a copy of the Complaint seeking an asset freeze in this case to Cole and LaForte, "Here is the filing. Let's talk." [Exhibit 1]. About two hours later, at 6:53pm, Aida Lau of Par Funding emailed Berman to confirm the ACH transfer of \$1.5 million from Par Funding to Fox Rothschild. [Exhibit 3].

2. On Sunday, July 26 and Monday, July 27, 2020, Fox Rothschild tells Cole and LaForte to backup emails, financials, and computers and to take the download away from Par Funding

At 12:39pm on July 26, Berman emailed Cole and LaForte to ask if anyone could backup the financials, emails, and computers, and Cole responded the next day with a status update on that process. [Exhibit 3].

At 7:13am on July 27, Joseph DeMaria, also a law partner at Fox Rothschild, emailed Cole: “Bottom line if a receiver is appointed, which we are resisting, the receiver takes over your business. That means they get the original ode [sic] documents. ***You need to take your download away from the business so you have a personal copy in case this happens.***” [Exhibit 3].

On July 27, 2020 the \$1.5 million transfer from Par Funding to Fox Rothschild was completed. [Exhibit 2]. That same day, three lawyers from Fox Rothschild filed notices of appearance on behalf of Cole, McElhone, and LaForte, and Par Funding, Full Spectrum Processing, and the Relief Defendant; and Berman and DiMaria appeared at a status conference in this case. [ECF No. 16-18 & 26].

3. On July 27 and 28, the Court Appoints a Receiver and Imposes an Asset Freeze and Records Preservation Order Against the Defendants

On July 27, the Court granted the Commission’s motion for the appointment of a Receiver, and directed the Receiver to take custody and possession of all assets of, among other entities, Par Funding. [ECF No. 36]. On July 28, 2020, the Court granted the motion for temporary restraining order and imposed an asset freeze of \$482 million against LaForte, McElhone, and Par Funding as well as a records preservation order preventing, among other things, the disposal or concealment of Par Funding documents. [ECF No. 42]. As set forth above, in the three days between the Defendants learning about the case and the asset freeze, records preservation order, and Receivership appointment sought, and the Court entering the Orders granting this relief, \$1.5 million was transferred from Par Funding’s bank accounts and the Defendants accessed, downloaded, and removed records from Par Funding.

4. Efforts for the Return of Funds and Documents, At The Expense Of Investors

On about July 31, 2020, the SEC discussed the \$1.5 million transfer with counsel and expressed our view that it should be returned to Par Funding. The Receiver continued these efforts, and sought not only the return of the \$1.5 million, but also the return of an additional \$60,000 retainer Par Funding paid Fox Rothschild earlier in July 2020.

The Receiver billed and was paid from the Receivership Estate for this work to recover the \$1.5 million from Fox Rothschild.¹ Fox Rothschild returned \$912,521.05 to the Receivership on September 4, but retained \$633,270.95. The \$912,000 figure was calculated as follows: \$1,560,000 less (1) \$633,270.95 in attorney time in Fox's timekeeping system for work performed prior to the appointment of the Receiver and (2) \$14,208.00 (balance of the \$60,000 retainer paid for July 2020, that was unused, which Fox Rothschild claims is non-refundable). Fox Rothschild has not returned \$633,270.95 to Par Funding despite the Receiver and Commission's requests that it do so, and these funds are believed to be in the Fox Rothschild trust account.

C. McElhone's Transfer of Real Estate In Violation of the Freeze Order

On August 28, 2020, the Receiver through counsel, inquired whether Ms. McElhone and/or the LME 2017 Family Trust (the "Trust") would agree to the filing of *lis pendens* against 21 properties identified in the affidavit of Commission Investigator Raymond Andjich [ECF No. 177, Ex. 51].

The Receiver requested the *lis pendens* at the time to maintain the status quo and to prevent the dissipation of assets. One property included in Andjich's declaration was a 34.88-acre tract of land located at 4309 Old Decatur Road, Fort Worth, Texas, 76102 (also known as 3950 Angle Avenue, Fort Worth, TX). It was purchased by Liberty Eighth Avenue LLC on April 19, 2019, with \$4.6 million of commingled investor funds. [ECF No. 482 at p.12]. Liberty Eighth Avenue LLC is a company owned and controlled by McElhone.

On September 1, 2020, the Receiver obtained a title commitment report reflecting that this property was owned by Liberty Eighth Avenue LLC. Thereafter, the Receiver sent follow-up emails regarding the requested *lis pendens* on September 2, 2020 and October 8, 2020, but was unable to reach agreement with Ms. McElhone and the Trust, as they declined the Receiver's request to agree to a *lis pendens*. Consequently, on October 30, 2020, the Receiver filed a motion to expand the Receivership to include, among others, the Decatur Road property purchased in the name of Liberty Eighth Avenue LLC with commingled investor funds.

¹ The Receiver also billed the Receivership Estate to recover the electronic files that were accessed, and also to recover the documents and hard drive Cole copied and took from Par Funding, and the electronic files accessed. [See, as one example, ECF No 155]. The Defendants were ordered to pay fees in connection with this contempt violation, and did so through a transfer of funds from McElhone's lawyer's law firm to the Receiver. The source of these funds is unknown.

Unbeknownst to the Receiver at the time he filed that motion, McElhone had already transferred the property – and she did so *during the time the Receiver was conferring with her counsel about it*. By the time the motion was filed, the property was out of reach.

Specifically, on September 30, 2020, McElhone caused Liberty Eighth Avenue LLC to deed the Decatur Road property to Kingdom Logistics, LLC.² Specifically, by deed dated September 30, 2020, Liberty Eighth Avenue LLC conveyed title to the Old Decatur Property to Kingdom Logistics, LLC, a Wyoming limited liability company. [Exhibit 6]. The consideration recited on the Deed reflects a “\$10.00” transfer price. The Deed was signed by Lisa McElhone, as President, Liberty Eighth Avenue LLC with Lisa McElhone’s signature notarized by her sister, Jamie McElhone. The Deed is recorded in the Deed Records of Tarrant County, Texas at County Clerk’s Document No. D220266852. [Exhibit 10].

On October 14, 2020, DEF Capital LLC was formed as a New Jersey limited liability company with an address of 3 Marys Way, Jackson, NJ 08527. By Deed dated October 22, 2020, Kingdom Logistics, LLC conveyed title to the Old Decatur Property to DEF Capital. The consideration recited in the Deed also reflects a “\$10.00” transfer price. [Exhibit 11]. The Deed is recorded in the Deed Records of Tarrant County, Texas at County Clerk’s Document No. D220276660. [ECF No. 482 at p.13].

McElhone’s transfer of the property to Kingdom Logistics in violation of the Freeze Order is doubly concerning. As set forth in the Receiver’s Quarterly Report, “[T]he Receiver has determined that Lisa McElhone obtained a 40% ownership interest in Kingdom Logistics in August 2019 through a series of transactions involving Anthony Zingarelli and Eagle Six. In fact, in her June 2020 personal financial statement, Ms. McElhone lists an ownership interest in Kingdom Logistics valued at \$100 million.” [ECF No. 482 at p.13].

McElhone attempted to avoid having the property placed into the Receivership by arguing that she had “scrupulously maintained the status quo regarding the [property].” However, when

² Kingdom Logistics is one of the merchant borrowers of Par Funding that is in the so-called “exception portfolio” and it currently owes Par Funding more than \$20 million. [Exhibit 5 at summary chart on pdf page 4]. As set forth in this chart summarizing Par Funding’s QuickBooks for Kingdom Logistics entries, Kingdom Logistics was invoiced more than \$72 million by Par Funding; Par Funding wrote off or otherwise credited about \$24.8 million of this amount; Kingdom Logistics only paid about \$26.6 million, and about \$21 million remains owed by Kingdom Logistics to Par Funding.

McElhone made this argument and provided this assurance to the Court, she had already transferred the property to Kingdom Logistics. Specifically, on November 4, 2020, McElhone and LaForte filed a Motion to Stay Briefing on the Receiver's Motion to Expand the Receivership or, In the Alternative, to Enlarge the Time to Response ("Motion to Stay"), and represented to the Court that:

The Receiver has not suggested in the Motion to Expand that any asset at issue has been or is being dissipated. ***To the contrary, the Defendants have scrupulously maintained the status quo regarding the assets at issue in the Expansion Motion since these proceedings began and have neither withdrawn nor transferred for their personal benefit nor sold any assets at issue.*** What's more, in an effort to demonstrate their transparency and confirm that there is no urgency to rule on the Motion to Expand, the undersigned agreed to produce bank statements to the Receiver to verify the same.

ECF No. 367 at p. 3 (emphasis added). As set forth above, when McElhone made these representations, McElhone had already fraudulently transferred the property to Kingdom Logistics.

As the Receiver has explained. "The property at 4309 Old Decatur Road, Fort Worth, Texas was an 'asset at issue in the Expansion Motion.' The representation that no asset had been transferred or sold was untrue when made. Even more remarkably, Ms. McElhone eventually opposed the Expansion Motion on the ground that a lis pendens against the real property assets at issue would be sufficient to maintain the status quo, without notifying the Receiver or the Court that Ms. McElhone already had transferred the Old Decatur Road property." ECF No. 367 at p. 3 (emphasis added).

Incredibly, when the Commission conferred with defense counsel about the representation in the Motion to Stay that the assets had not been transferred, defense counsel took the position that they represented to the Court that no property had been transferred "for [McElhone and LaForte's] *personal benefit* nor sold any assets at issue," and that their representation is not false or misleading because McElhone and LaForte did not *personally* benefit from the transfer, and technically the property was not "sold." This argument does not pass muster and reflects nothing more than, at best, an utter lack of candor with the Court. In that same Motion, Defendants assured the Court and represented that they had not only maintained the status quo with respect to the property, but had "scrupulously maintained" it - which was not true. Clearly the Court did not

know the property had already been transferred by McElhone, because the Court ordered that the property should be placed in the Receivership.³

The Court granted the Receiver's motion to expand the Receivership to include the property. However, due to McElhone's secret post-Freeze transfer, the Receiver was unable to take possession or control of this asset. Accordingly, on August 27, 2021, the Receiver retained counsel in Texas and filed a case in the Northern District of Texas against Kingdom Logistics, DEF Capital, and McElhone, Case No. 21-cv-01004 (N.D.TX 2021), which remains pending [Exhibit 6].

D. McElhone's Payment Of Living Expenses In Violation of the Freeze Order

After the Court expanded the Receivership to include the properties purchased with commingled investor funds, McElhone and LaForte offered to pay rent to the Receiver so that they could continue living in one of the homes.

On March 4, 2021, McElhone paid the Receiver \$35,000 for rent through August 31, 2001 using a check she signed from her Citizens Bank account ending 6150, which is an account McElhone has in the name of her company Lacquer Lounge. [Exhibit 7 at p.2]. On August 23, 2021, McElhone paid an additional \$5,000 for rent using this same bank account in further violation of the Asset Freeze Order [Exhibit 7 at p.1]. Corporate records show that McElhone is the President of Lacquer Lounge [Exhibit 8], and Par Funding's QuickBooks reflect that Par Funding transferred \$69,896.18 to Lacquer Lounge [Exhibit 9]. McElhone and/or her spouse and co-Defendant Joseph LaForte have made other payments in connection with the properties in the Receivership, and we are continuing to investigate the source of those funds.⁴

II. MEMORANDUM OF LAW

It is well-settled that "[c]ourts have inherent power to enforce compliance with their lawful orders through civil contempt." *Citronell-Mobile Gathering, Inc. v. Watkins*, 943 F.2d 1297, 1301

³ Even if the Court were to entertain the defendants' word-parsing justification, and it should not, McElhone did personally benefit because she appears to hold 40% ownership in the company she transferred the property to (Kingdom Logistics) and her counsel has since advised the Receiver's counsel that she transferred the property to avoid a lawsuit against her.

⁴ During discovery, the Commission sought to learn the source of funds McElhone and LaForte are using to pay the approximately 8 attorneys they have paid and/or are paying to defend them in this case while their funds are subject to an asset freeze order. McElhone and LaForte exercised their Fifth Amendment rights in response to the discovery requests.

(11th Cir. 1991). A court order binds not only the parties subject to it, but any entity or individual who acts with them. *See NLRB v. Laborers' Int'l Union of N. Am., AFL-CIO*, 882 F.2d 949, 954 (5th Cir. 1989) (“[A]ny party who knowingly aids, abets, or conspires with another to evade an injunction or order of a court is also in contempt of that court.”).

To hold McElhone and her former counsel in civil contempt, the Commission must demonstrate by clear and convincing evidence that: (1) the order at issue “was valid and lawful”; (2) the order was “clear and unambiguous”; and (3) they “had the ability to comply with the order”. *FTC v. Leshin*, 618 F.3d 1221, 1232 (11th Cir 2010) (citation and quotation omitted); *FTC v. National Urological Group, Inc.*, 786 Fed.Appx. 947, 954 (11th Cir. 2019). Once the Commission makes this *prima facie* showing, the burden shifts to McElhone and her former counsel “to produce evidence explaining [their] noncompliance at a ‘show cause’ hearing.” *Leshin*, 618 F.3d at 1232 (citation and quotation omitted). All three elements for contempt are satisfied here.

A. The Freeze Order and Receiver Order Are Valid and Lawful

There is no dispute that the Freeze Order and Order Appointing Receiver are valid and lawful. An asset freeze is frequently employed to ensure satisfaction of a disgorgement award and to prevent further dissipation of investor funds. *See SEC v. Lauer*, 478 F. App’x 550, 554 (11th Cir. 2012) (unpublished) (“[I]f potential disgorgement is greater than the value of the defendant’s assets, the district court can order a full asset freeze.”); *SEC v. ETS Payphones, Inc.*, 408 F.3d 727, 735-36 (11th Cir. 2005) (affirming order that “froze all of [defendant’s] assets” when estimated disgorgement and value of frozen assets were comparable).

The Freeze Order is plain on its face, specifically restraining “Defendants and Relief Defendants [and] their attorneys [from] setting off . . . or otherwise disposing of, or withdrawing any assets or property, including but not limited to cash, free credit balances . . . or charging upon or drawing from any lines of credit.” *See* ECF No. 33. It contains no exception for the source or intended use of the frozen funds. McElhone knows the Freeze Order remains in effect, and consented to the Freeze Order, up to \$482 million. [ECF. No. 230].

The Receiver Order and Amended Receiver Order are valid and lawful, and remain in effect.

B. The Orders Are Clear and Unambiguous

McElhone, LaForte, and Fox Rothstein knew all too well the effects of a Freeze Order. They specifically argued against it beginning on July 27, 2020. [DE 19, 43]. While other Defendants sought to unfreeze assets to pay counsel and other expenses, McElhone and LaForte never

motioned the Court to unfreeze any assets. To the contrary, they agreed to extend the Freeze Order, consenting to Preliminary Injunction that limit the Freeze Order to \$482 million. Since McElhone and LaForte did not provide the sworn accountings this Court ordered, the Commission lacks information about their assets. However, we are aware of how much has been frozen in McElhone and LaForte's accounts and we are unaware of \$482 million having been frozen.

During conferral, McElhone and LaForte's counsel claimed to not understand or agree that the Laquer Lounge account McElhone controls is subject to the Freeze Order. However, an "alleged contemnor may not rely on its own inadvertence or misunderstanding to avoid a finding of contempt." *SEC v. Comcoa, Ltd.*, 887 F.Supp. 1521, 1528 (S.D. Fla. 1995); *Leshin*, 618 F.3d at 1232 ("[T]he absence of willfulness is not a defense to a charge of civil contempt.").

As for the Receiver Orders, they are not ambiguous. They explicitly order the Receiver to take custody and control over all Par Funding (and other Receivership Entity) assets, and prohibit others from interfering with the Receiver's efforts to take possession and control of these assets.

C. McElhone and Fox Rothschild Had the Ability to Comply With The Orders, But Chose Not To Do So

McElhone and Fox Rothschild were obviously capable of complying with the Freeze Order. The Freeze Order required no affirmative conduct on McElhone's part, but only that she refrain from dissipating assets. She apparently chose to flout the Order. Fox Rothschild has the ability to return the Par Funding assets it arranged to obtain during the pendency of motion for a Freeze Order and Receivership Order, but will not do so even after the entry of the Receivership Order and Amended Order. Fox Rothschild's ability to return the funds is difficult if not impossible to dispute since it has returned a portion of these same funds while steadfastly refusing to return the remainder.

After learning about the Commission's request for an asset freeze order, LaForte and Fox Rothschild immediately agreed on July 24 for Par Funding to transfer \$1.5 million from Par Funding's bank accounts to Fox Rothschild, which then filed a notice of appearance on behalf of LaForte, McElhone, Cole, and Par Funding, among others to represent them in this case – apparently planning to fuel the defense costs with commingled investor funds. That transfer was completed July 27, and Fox Rothstein refuses to return all of the proceeds despite the Receiver's numerous requests that it do so. They never sought the Commission's opinion on whether the Freeze Order included payment of attorneys' fees. Nor did they ask the Court to retain these fees,

even after the Court appointed a Receiver and ordered that the Receiver shall have sole custody of the Receivership Estate assets. Rather, the firm made a calculated decision to receive Par Funding funds and now refuses to return all of them. *See Levine v. Comcoa Ltd.*, 70 F.3d 1191, 1194, n. 9 (11th Cir. 1995) (in holding counsel in contempt for violating asset freeze order by applying retainer funds: “We are heartsick when we observe that [counsel], an officer of the United States’ Courts, acted personally and directly in disobeying the straightforward instruction of a United States District Judge and did so just for money, his fee”).

The commingled investor funds held in Fox Rothschild’s trust account belong to Par Funding. “Generally speaking, funds held in an escrow account, such as an attorney trust account, are considered to be funds owned by the client and held by the attorney in a fiduciary capacity.” *SEC v. Credit Bancorp, Ltd.*, 109 F.Supp.2d 142 (S.D.N.Y. 2000) (rejecting argument that funds in trust account belonged to the law firm because, among other reason, they were for work the law firm had already done). In *SEC v. Princeton Economic Int’l Ltd.*, 84 F.Supp.2d 443 (S.D.N.Y. 2000), the Court examined a similar circumstance where a law firm refused to return the funds received from a defendant whose assets were in a receivership. In ordering the law firm to return the funds, the Court held that funds that were still held in the client trust accounts “at the hour of signing the of the freeze order” were still owned by the client company, rather than by the law firms, and therefore were subject to the freeze order.” *Id.* at 446. The Court went to explain:

It is clear that any funds held in an attorney's trust account remained the property of the payor. *See Gala Enters., Inc. v. Hewlett Packard Co.*, 970 F.Supp. 212, 217 (S.D.N.Y.1997) (“As a general matter, funds kept in an escrow account, such as an [attorney trust account], are funds of the client held by the attorney in his fiduciary capacity.”). On September 13, at the hour of the signing of the freeze order, PR & A held \$741,000 in its trust account and D & D held \$390,000 in its trust account. Therefore, this money was subject to the TRO, the attorneys were custodians of assets of the corporate defendants, and they were required to turn over these assets to the Receiver. Neither did so.

Lastly, in this highly publicized securities fraud case, the attorneys either knew, or should have known that the monies received from alleged corporate mal-actors to pay the CEO's lawyers could be subject to forfeiture. “[L]awyers who receive a conveyance under circumstances that should cause them to inquire into the reasons behind the conveyance must diligently do so, lest they be charged with knowledge of any intent on the part of transferor to hinder, delay, or defraud. A lawyer who blindly accepts fees from a client under circumstances that would cause a reasonable lawyer to question the client's intent in paying the fees accepts *447 the fees at his peril.” *Gala Enters., Inc. v. Hewlett Packard Co.*, 989 F.Supp. 525, 532 (S.D.N.Y.1998).

84 F.Supp.2d at 446.

Here, LaForte and Fox Rothschild agreed to the immediate payment of \$1.5 million to Fox Rothschild immediately after learning that *ex parte* motions for a Freeze Order and Receivership Order were pending before the Court. Fox Rothschild claims these funds remain in the trust account. However, the firm refuses to turn these funds over the custody of the Receiver despite the Receivership Orders and the Receiver's repeated requests that it do so. The dispute concerning these fees have already cost the Receivership Estate, which has paid the Receiver's necessary fees for addressing this matter, and will continue to do so absent the Court taking action to force Fox Rothstein to return the funds.

As for McElhone, she transferred property purchased with commingled investor funds - after the Receiver had commenced conferral with her counsel about expanding the Receivership to include this property and while knowing the Asset Freeze was in effect. To conceal the transfer, she represented to the Court that she had "scrupulously maintained" the status quo with respect to this property - even though she had already transferred it in exchange for \$10 (ten dollars) to a non-party entity in which she is believed to hold a 40% ownership interest. Thus, when the Court ordered that this property be placed in the Receivership, it had already been fraudulently transferred. As a result, the Receiver had to resort to retaining counsel in Texas and filing a federal lawsuit there to recover this fraudulently transferred property, the associated costs of which will further drain the Receivership Estate.

McElhone continues to flout the Freeze Order. McElhone and LaForte are living in a property purchased with commingled investor funds. They agreed to pay rent, but are using funds subject to the Asset Freeze, thus diminishing funds available for potential disgorgement and the return of monies to the defrauded investors.

III. SANCTIONS ARE WARRANTED

A. McElhone and Fox Rothschild Should Be Compelled To Return All Funds

The Court has power to punish by fine or imprisonment, or both, at its discretion, disobedience or resistance to its orders. 18 U.S.C. § 401(3). *Shillitani v. United States*, 384 U.S. 364, 370 (1966) ("There can be no question that courts have inherent power to enforce compliance with their lawful orders through civil contempt.").

The Court has "wide discretion" to craft a remedy for contempt. *United States v. City of Miami*, 195 F.3d 1292, 1298 (11th Cir. 1999). The Court's "civil contempt power is measured

solely by the requirements of full remedial relief.” *City of Miami*, 195 F.3d at 1298 (internal quotation marks omitted). This includes ordering disgorgement of ill-gotten gains. *Leshin*, 618 F.3d at 1237. The Commission’s “burden for showing the amount of assets subject to disgorgement is light: a reasonable approximation of a defendant’s ill-gotten gains” is all that is required. “Exactitude is not a requirement” *ETS Payphones*, 408 F.3d at 735 (citation and quotation omitted). Furthermore, sanctions can be either coercive or compensatory. *City of Miami*, 195 F.3d at 1298. “[A] court may impose a coercive daily fine, a compensatory fine, attorney’s fees and expenses, and coercive incarceration.” *FTC v. RCA Credit Servs., LLC*, No. 8:08-CV-2062-T-27MAP, 2012 WL 11406549, at *1 (M.D. Fla. Mar. 20, 2012).

In the context of contempt, the very act of accessing frozen funds “is sufficient to characterize all fees obtained from that contemptuous activity as ill-gotten gains.” *Leshin*, 618 F.3d at 1237 (holding, with respect to contempt, that the “district court was not required to find that the defendants had committed fraud before ordering disgorgement”); *see also United States v. Ireland*, No. 2:11-CV-14068, 2019 WL 3759533, at *2 (E.D. Mich. July 24, 2019) (“Disgorgement is also appropriate because Ireland should not be allowed to profit from her violations of the Order.”).

Accordingly, McElhone should disgorge at least \$40,000 representing the amount of funds she disbursed in violation of the Freeze Order, and any other monies disbursed post-freeze. For the \$40,000 McElhone disbursed to the Receiver in so-called “rent” payments to continue living in the home purchased with investor funds, the Receiver should retain these funds and maintain them subject to the Freeze Order, and McElhone should pay the \$40,000 rent to the Receiver from living in this home, from funds that are not subject to the Freeze Order. Fox Rothschild should disgorge at least retained \$633,270.95, and any other fees, expenses and costs disbursed post-freeze.

**B. The Court Should Order McElhone and Fox Rothschild
To Provide A Sworn Accounting**

To ensure compliance with the Freeze Order, the Court should order Fox Rothschild to provide an accounting of all amounts they disbursed after entry of the Freeze Order and require McElhone to provide an accounting of her current assets and post-freeze spending.

Fox Rothschild has refused to return funds subject to the Freeze Order despite repeated requests from the Receiver. In an effort to resolve this issue, the Commission staff requested that

Fox Rothschild return any funds disbursed after the entry of the Freeze Order, which they rejected. In light of such conduct, Fox Rothschild should be ordered to return any and all funds disbursed after entry of the Freeze Order and deposit in an escrow account created by the Court-appointed Receiver the full sum of whatever it holds for Defendants and Relief Defendant.

Because LaForte and McElhone did not provide the sworn accountings ordered by the Court at the onset of the case, information concerning all of their assets and accounts are unknown. They asserted the Fifth Amendment in response to discovery seeking information and documents about their source of funds, assets, and source of funds to pay legal fees and expenses, and an adverse inference may therefore be drawn against them.

Despite Fifth Amendment privilege concerns, it has become clear that remedial sanctions are warranted given McElhone's defiance of the Freeze Order. *See, e.g., SEC v. Kenton Capital, Ltd.*, 983 F. Supp. 13, 17 (D.D.C. 1997) (ordering that defendant in contempt "file with this Court and serve upon the Commission . . . a sworn accounting of all of their assets, and fully document what has happened to any assets [they] controlled"); *SEC v. Sethi Petroleum, LLC*, Case No. 15 Civ. 338 (ALM), 2016 WL 4196667, at *16-17 (E.D. Tex. Aug. 9, 2016) (after issuance of Order to Show Cause, ordering defendant in violation of TRO to provide a sworn accounting of assets, to return amounts improperly obtained). Should McElhone continue to refuse to provide an accounting based on their Fifth Amendment privilege, then an adverse inference may be drawn against them. *Baxter v. Palmigiano*, 425 U.S. 308, 318-20 (1976).

**C. McElhone and Fox Rothschild Should Be Ordered To Pay
The Receiver's And the Commission's Reasonable Fees And Costs**

McElhone and Fox Rothschild should be made to pay the reasonable fees and costs of the Receiver and the Commission stemming from their violations of the Freeze Order.⁵ Specifically, Fox Rothschild should pay the Receiver's time billed attempting to recover the July 27 transfer of \$1.5 million from Par Funding to Fox Rothschild, which costs continue to accrue during the litigation of the pending motion. McElhone should pay the Receiver's time billed attempting to

⁵ These costs for Receiver's counsel's billable time are included in the Receiver's fee applications and many have been paid from the Receivership Estate, thus decreasing the amount that can ultimately be repaid to investors. The Commission is asking that the Receiver provide the amounts billed for the specific categories of costs associated with the contempt conduct, and that McElhone and Fox Rothschild be ordered to reimburse the Receivership Estate in these amounts, and to pay any subsequent or unbilled costs of the Receiver that are incurred in connection with the contempt conduct alleged herein.

recover the Texas property McElhone transferred in violation of the Freeze Order, together with the costs and expenditures associated with the litigation to recover the property – including, but not limited to, the costs and fees of the Texas counsel the Receiver has retained to recover the property. McElhone and Fox Rothschild should also be required to pay litigation costs associated with litigating this motion, including costs incurred by the Receiver and for the Commission’s and Receiver’s time. *FTC v. RCA Credit Servs., LLC*, No. 8:08-CV-2062-T-27MAP, 2012 WL 11406549, at *1 (M.D. Fla. Mar. 20, 2012). Reimbursement of reasonable fees and costs is warranted because not only have McElhone and her counsel blatantly violated orders of this Court, but also they have refused to return the frozen funds when confronted with their misconduct.

IV. CONCLUSION

For the foregoing reasons, the Commission respectfully requests that the Court enter the proposed Order to Show Cause attached hereto and grant any other relief the Court deems just and proper.

CERTIFICATE OF CONFERRAL

Counsel for the Commission conferred with counsel for McElhone and Fox Rothschild in a good faith effort to resolve the issues raised herein without the need for court intervention, to no avail.

Dated September 14, 2021

Respectfully submitted,

By: Amie Riggle Berlin
Amie Riggle Berlin
Senior Trial Counsel
Florida Bar No. 630020
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SECURITIES AND EXCHANGE COMMISSION

801 Brickell Avenue, Suite 1800
Miami, Florida 33131
Telephone: (305) 982-6300
Facsimile: (305) 536-4154

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served this 14th day of September 2021 via cm-ecf on all defense counsel in this case.

Amie Riggle Berlin
Amie Riggle Berlin

Jacqmein, Victoria

From: Berman, Brett <BBerman@foxrothschild.com>
Sent: Friday, July 24, 2020 4:49 PM
To: Joseph LaForte (joe@parfunding.com); Joe Cole
Subject: SEC_v_Complete_Business_Solutions_Group_complaint
Attachments: SEC_v_Complete_Business_Solutions_Group_complaint-C2.pdf

Here is the filing. Lets talk.

Brett A. Berman, Esq.
Partner
Co-Chair of Litigation Department



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**STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.:

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**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,
RETIREMENT EVOLUTION INCOME
FUND, LLC, f/k/a RE INCOME FUND, LLC,
RE INCOME FUND 2, LLC,
LISA MCELHONE,
JOSEPH COLE BARLETA, a/k/a/ JOE COLE,
JOSEPH W. LAFORTE, a/k/a JOE MACK,
a/k/a/ JOE MACKI, a/k/a JOE MCELHONE,
PERRY S. ABBONIZIO,
DEAN J. VAGNOZZI,
MICHAEL C. FURMAN,
and JOHN GISSAS,**

Defendants, and

L.M.E. 2017 FAMILY TRUST,

Relief Defendant.

_____ /

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff Securities and Exchange Commission (the “Commission”) alleges:

I. INTRODUCTION

1. This case concerns a web of unregistered, fraudulent securities offerings that have raised nearly half a billion dollars from an estimated 1,200 investors nationwide. At the center of this web are Lisa McElhone and her husband, convicted felon Joseph W. LaForte, a/k/a Joe Mack, a/k/a Joe Macki, a/k/a Joe McElhone. The McElhone-LaForte duo is in the business of making opportunistic loans – some of which charge more than 400% interest – to small businesses across America. They offer the loans through a company they control, Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”).

2. To fuel the Par Funding loans and enrich themselves, the Defendants operate a scheme wherein they raise investor money through unregistered securities offerings. From August 2012 until approximately December 2017, Par Funding primarily issued promissory notes and offered them to the investing public directly and through a network of sales agents.

3. This changed in early January 2018, when Par Funding learned it was under investigation by the Pennsylvania Department of Banking and Securities for violating state securities laws through its use of unregistered agents. In September 2018, Par Funding told the Pennsylvania Securities Regulators it had terminated its agreements with the unregistered sales agents. This was only half of the story.

4. In truth and unbeknownst to the Pennsylvania Securities Regulators, after learning of the investigation Par Funding implemented a new way to fuel its loans – namely, through so-called “Agent Funds” created for the purpose of issuing their own promissory notes, selling the notes to the investing public through unregistered securities offerings, and funneling investor funds to Par Funding. Par Funding compensates the Agent Funds by issuing Par Funding promissory notes to the Agent Funds offering higher rates of return than what the Agent Funds are obligated

to pay investors under the Agent Funds' notes. Par Funding has more than 40 Agent Funds operating today.

5. McElhone and Laforte orchestrate the scheme through Par Funding and McElhone's company, Full Spectrum Processing, Inc., whose employees and officers operate Par Funding. LaForte, Full Spectrum CFO Joseph Cole Barleta, a/k/a Joe Cole, and Par Funding investment director and partial owner Perry S. Abbonizio solicit investors to invest in the securities.

6. Dean J. Vagnozzi, through his company ABetterFinancialPlan.com d/b/a A Better Financial Plan, recruits individuals to create the Agent Funds, offering them the opportunity to open a turnkey Agent Fund that issues and sells securities, complete with training, marketing materials, and an "Agent Guide," as well as a Private Placement Memorandum, corporate registration, and offering materials provided by Vagnozzi's attorney. Vagnozzi manages the Agent Funds through his company ABFP Management Company, LLC, and Abbonizio oversees and coordinates the Agent Funds.

7. Vagnozzi, Michael C. Furman, and John Gissas each operate Agent Funds that raise money for Par Funding through unregistered securities offerings. Vagnozzi operates ABFP Income Fund, LLC and ABFP Income Fund 2, L.P., which issue, offer, and sell promissory notes and limited partnership interests to investors. Furman, through his company United Fidelis Group Corp., operates and manages Fidelis Financial Planning LLC, which issues, offers, and sells promissory notes to investors; and Gissas, through his company Retirement Evolution Group, LLC, operates Retirement Evolution Income Fund LLC and RE Income Fund 2, LLC, both of which issue, offer and sell promissory notes to investors.

8. The fraudulent scheme operates behind multiple veils of secrecy built of the Defendants' lies to conceal: (1) the true nature of Par Funding's loan practices; (2) Par Funding's

true track record of issuing loans and the default rates of the loans; (3) the safety of investing in Par Funding's loans; (4) LaForte's criminal record, identity, and control of Par Funding; (5) three Cease-and-Desist Orders state securities regulators have entered against Par Funding for violating state securities laws; (6) the true result of the New Jersey Division of Securities' investigation of Par Funding; (7) the fact that contrary to Par Funding's representations to the Commission in its filings, it diverts investor funds to McElhone and Cole, Par Funding's CFO, and also funnels money to L.M.E. 2017 Family Trust, which is McElhone's family trust; (8) the fact that contrary to his representations to investors, LaForte has never invested in Par Funding; (9) a Cease-and-Desist Order and sanctions issued against Vagnozzi for violating state securities laws in connection with the Par Funding offering; (10) a Cease-and-Desist Order and sanctions issued against ABFP for violating state securities laws in connection with the Par Funding offering; and (11) a Cease-and-Desist Order and sanctions issued against Abbonizio for violating state securities laws in connection with the Par Funding offering.

9. These lies, and the scheme the Defendants employ to perpetuate them in the unregistered securities offerings, form the basis of this action. Each Defendant plays a critical and substantial role in the fraudulent scheme to misrepresent and conceal the truth. Each individual Defendant solicits investors to purchase securities – either through an Agent Fund or directly from Par Funding – by scheming and lying. And it continues to this day.

10. Based on the ongoing nature of the Defendants' violations and the scienter the Defendants have demonstrated through their willful and wanton disregard for the federal securities laws, the Defendants have shown they will continue to violate the law unless the Court grants the emergency relief the Commission seeks: (1) a Temporary Restraining Order against all Defendants; (2) an Order to Show Cause Why a Preliminary Injunction Should Not be Granted; (3) an Asset Freeze Order; (4) an Order Requiring Sworn Accountings; (5) an Order Prohibiting the Destruction of

Documents; and (6) an Order Expediting Discovery. Simultaneously, the Commission is filing a separate motion seeking the appointment of a Receiver to further protect investors.

II. DEFENDANTS AND RELIEF DEFENDANT

A. Defendants

1. The Par Funding Entities and Employees

a. Complete Business Solutions Group, Inc. d/b/a Par Funding

11. Par Funding is a Delaware company Lisa McElhone and her husband, Joseph LaForte, started in 2011, which had its main office in Philadelphia until 2017 and currently has its sole office in Palm Beach Gardens, Florida. From no later than August 27, 2013 through present, Complete Business Solutions Group has done business using the fictitious name Par Funding. Par Funding provides short-term loans to small businesses and claims to have funded more than \$600 million in loans. Lisa McElhone is Par Funding's President, CEO, and sole employee. McElhone has ultimate decision-making authority for Par Funding. The L.M.E. 2017 Family Trust, for which Lisa McElhone is the Grantor, is Par Funding's sole owner.

12. In 2018, the Commonwealth of Pennsylvania, acting through the Department of Banking and Securities, Bureau of Securities Compliance and Examinations ("Bureau"), conducted an investigation of certain securities-related activities of Par Funding. Based on the results of its investigation, the Bureau concluded that Par Funding violated the Pennsylvania Securities Act of 1972, 70 P.S. § 1-301 ("Pennsylvania Securities Act"). On November 28, 2018, Par Funding consented to entry of an Order by the Pennsylvania Department of Banking and Securities imposing a \$499,000 administrative assessment for violations of the Pennsylvania Securities Act through the use of an unregistered agent to offer and sell Par Funding promissory notes in Pennsylvania. *Pennsylvania Dep't of Banking and Securities v. Complete Business Solutions Group, Inc. d/b/a Par Funding* (18-0098-SEC-CAO).

13. On December 27, 2018, the New Jersey Bureau of Securities issued a Cease and Desist Order against Par Funding, based on Par Funding's sale of unregistered securities in New Jersey and use of unregistered agents, in violation of the New Jersey securities laws. *In re the Matter of Complete Business Solutions Group, Inc. and Complete Business Solutions Group, Inc. d/b/a Par Funding.*

14. In February 2020, the Texas State Securities Board issued an Emergency Cease and Desist Order against Par Funding and others, alleging fraud and registration violations, and that matter is in active litigation. *In the Matter of Senior Asset Protection, Inc. dba Encore Financial Solutions, Merchant Growth & Income Funding, LLC, ABetterFinancialPlan.com, LLC aka ABetterFinancialPlan, Complete Business Solutions Group, Inc. dba Par Funding, Gary Neal Beasley and Perry Abbonizio* (ENF-CDO-20-1798). The Texas action alleges that all of the respondents engaged in fraud based on their failure to disclose to investors the Pennsylvania and New Jersey Orders against Par Funding and court actions filed against Par Funding based on its lending practices.

b. Full Spectrum Processing, Inc.

15. Full Spectrum is a Pennsylvania company created in 2016 and its primary place of business is in Philadelphia, Pennsylvania. Lisa McElhone is the sole owner of Full Spectrum. Since 2017, McElhone has used Full Spectrum to operate Par Funding, which has no employee other than McElhone.

c. Lisa McElhone

16. McElhone is a Florida resident. She created Par Funding, is its Chief Executive Officer and sole employee, and is also the sole owner of Full Spectrum. McElhone is and always has been a signatory on all Par Funding bank accounts. On August 1, 2012, the Director for the Department of Consumer and Business Services for the State of Oregon issued a Cease and Desist

Order against McElhone for providing debt management services without registering as a debt management services provider, in violation of the Oregon Mortgage Lender Law and Oregon statutes. McElhone consented to a permanent Cease-and-Desist Order on October 13, 2013. Between July 2015 and October 2019, McElhone received approximately \$11.3 million from Par Funding via checks and wire transfers.

d. Joseph W. LaForte, a/k/a Joe Mack, a/k/a Joe Macki, a/k/a Joe McElhone

17. LaForte is a resident of Philadelphia, Pennsylvania and the spouse of Lisa McElhone, with whom he founded Par Funding. LaForte uses the aliases Joe Mack, Joe Macki, and Joe McElhone. LaForte claims to be the owner of Par Funding and runs the day-to-day operations. LaForte acts as the *de facto* CEO of Par Funding and Full Spectrum, and Abbonizio introduces him to investors as Par Funding's president. He also serves as Par Funding's Director of Sales through his employment with Recruiting and Marketing Resources. He conducts his work for Par Funding primarily within the Full Spectrum office space in Philadelphia. From 1995 until 2000, LaForte worked for various securities broker-dealers. He obtained Series 7 and Series 63 securities licenses in 1996 and a Series 24 securities license in 1997; however, these licenses have expired.

18. On October 4, 2006, LaForte was convicted of state charges in New York for grand larceny and money laundering, and on November 8, 2007 he was sentenced to three to ten years in prison and to pay restitution in the amount of \$14.1 million. In 2009, LaForte pled guilty to federal criminal charges in the District of New Jersey for conspiracy to operate an illegal gambling business. He was released from jail in February 2011 and founded Par Funding with his wife, McElhone, shortly thereafter while on supervised release.

e. Joseph Cole Barleta, a/k/a Joseph Cole a/k/a Joe Cole

19. Cole is a resident of Philadelphia, Pennsylvania. He was employed by Par Funding as its CFO until 2017, when all of Par Funding employees were converted to Full Spectrum employees. Since 2017, he has been employed by Full Spectrum as Full Spectrum's CFO, and through his employment at Full Spectrum has functioned as the CFO of Par Funding from 2017 through present. From July 2019 until October, Cole received about \$1.8 million from Par Funding, which included investor funds, through payments to his company ALB Management Inc. Between July 2016 and November 2019, Par Funding transferred about \$14.4 million, which included investor funds, to Beta Abigail and New Field Ventures, LLC, companies in which Cole has an ownership or other beneficial interest.

f. Perry S. Abbonizio

20. Abbonizio claims to be an owner and managing partner of Par Funding and he is responsible for bringing investment capital into Par Funding. He recruits and trains Par Funding's Agent Fund managers, provides information to potential investors about Par Funding, oversees the Agent Funds, and solicits investors. From February 2017 until November 2019, Par Funding has paid about \$9.5 million, including investor funds, to Abbonizio's company with Cole, New Field Ventures. Abbonizio held Series 7, 63 and 65 securities licenses that have expired. From 1996 until 2015, Abbonizio was associated with various securities broker-dealers.

21. In 2015, the Financial Industry Regulatory Authority ("FINRA") sanctioned Abbonizio by consent in a regulatory action resulting in a four-month license suspension and \$10,000 fine based on allegations that Abbonizio, without providing notice to his FINRA member firm, solicited his firm clients to purchase \$625,000 in outside private placements and received compensation without firm knowledge/permission. In February 2020, the Texas Securities Board

issued an Emergency Cease-And-Desist Order against Abbonizio for fraud violations in connection with the offer and sale of Par Funding promissory notes.

2. The “A Better Financial Plan” Companies and Owner

a. Dean J. Vagnozzi

22. Vagnozzi lives in Pennsylvania and is the sole owner of ABFP and ABFP Management. He held Series 6 and 63 securities licenses, which have expired, and was associated with a FINRA-registered securities broker-dealer from February 2008 until February 2009. In addition to operating the ABFP entities and funds, Vagnozzi solicited investors to invest in Par Funding promissory notes pursuant to a so-called “finders agreement” from about August 2016 until December 2017. Since January 2018, he also recruited individuals to start investment firms for the purpose of raising money for Par Funding, and has individuals nationwide operating these investment firms which he manages through ABFP Management.

23. On May 30, 2019, Vagnozzi, doing business as ABFP, entered into a settlement with the Pennsylvania Department of Banking and Securities in connection with the sale of promissory notes Par Funding offered and sold. In connection with that case, Vagnozzi agreed to pay a penalty of \$490,000 for violations of the Pennsylvania Securities Act. On July 14, 2020, the Commission instituted settled administrative proceedings against Vagnozzi for his offering and selling unregistered securities in violation of Section 5 of the Securities Act and acting as an unregistered broker-dealer in violation of Section 15(a) of the Exchange Act, in connection with the sale of securities unrelated to the instant case.

b. ABFP Management Company, LLC

24. ABFP Management is a Delaware limited liability company located in Collegeville, Pennsylvania. It is wholly owned by Dean Vagnozzi. It is engaged in the business of, among things, providing management services related to organizing and operating companies formed for

the purpose of raising funds from investors and using the investor funds to invest in alternative investments. ABFP Management provides these and other management services for the Par Funding Agent Funds in exchange for a portion of the investment returns.

c. ABetterFinancialPlan.Com d/b/a A Better Financial Plan

25. ABFP is a Pennsylvania limited liability company Dean Vagnozzi formed on November 12, 2010. It is located in King of Prussia, Pennsylvania. Vagnozzi owns and manages ABFP, and he claims it is his corporate alter ego. ABFP is an investment firm that offers alternative investments involving assets unrelated to the stock market. ABFP has been soliciting investors for Par Funding since no later than April 4, 2017.

26. In February 2020, the Texas Securities Board issued an Emergency Cease-And-Desist Order against ABFP for fraud violations in connection with the offer and sale of Par Funding promissory notes. On July 14, 2020, the Commission instituted settled administrative proceedings against ABFP for its violations of Section 5 of the Securities Act and Section 15(a) of the Exchange Act in connection with the sale of securities unrelated to the instant case.

d. ABFP Income Fund, LLC

27. ABFP Income Fund is a Delaware limited liability company created by Vagnozzi on January 12, 2018, with a principal place of business in King of Prussia, Pennsylvania. Beginning no later than February 2, 2019, Vagnozzi, through ABFP Income Fund, raised at least \$22 million for Par Funding through the offer and sale of promissory notes to at least 99 investors.

e. ABFP Income Fund 2, L.P.

28. ABFP Income Fund 2 is a Delaware limited partnership formed in 2018 with its principal place of business in King of Prussia, Pennsylvania. Vagnozzi, through ABFP Management, formed ABFP Income Fund 2 for the purpose of raising investor money to pool and invest in the promissory notes of merchant cash advance companies, and specifically Par Funding.

ABFP Management is the General Partner of ABFP Income Fund 2. Beginning no later than August 8, 2018, Vagnozzi, through ABFP Income Fund 2, has raised at least \$6 million for Par Funding, through the offer and sale of limited partnership interests in ABFP Income Fund 2 to at least 49 investors.

3. The Florida Investment Firms, Agent Funds, and Owners

a. Michael C. Furman

29. Furman is a resident of West Palm Beach, Florida. He is the President of Fidelis Planning, which he manages through his company United Fidelis Group. He is a certified public accountant licensed in Pennsylvania.

b. United Fidelis Group Corp.

30. United Fidelis Group is a Florida corporation Furman incorporated in May 2014 and its principal address is in West Palm Beach, Florida. Furman owns and operates United Fidelis Group.

c. Fidelis Financial Planning LLC

31. Fidelis Planning is a Delaware limited liability company formed in April 2018 and its principal address is in West Palm Beach, Florida. Michael Furman is the President of Fidelis Planning and United Fidelis Group is the sole manager of Fidelis Planning. ABFP Management provides management services to Fidelis. Fidelis is a pooled financial fund created for the purpose of raising investor funds for Par Funding. Since no later than August 9, 2018, Furman, through Fidelis Planning, has raised more than \$5.8 million from investors for Par Funding through the offer and sale of promissory notes.

d. John Gissas

32. Gissas resides in Wildwood, Florida. Gissas is the President of Retirement Evolution.

e. Retirement Evolution Group, LLC

33. Retirement Evolution is a Florida limited liability company formed by John Gissas in April 2018, with its principal address in Wildwood, Florida.

*f. Retirement Evolution Income Fund, LLC,
f/k/a RE Income Fund LLC (“RE Income Fund”)*

34. RE Income Fund is a Delaware limited liability company formed in 2018 with its principal address in Wildwood, Florida. Since as early as May 2018, Gissas, through RE Income Fund, has raised more than \$5.4 million from at least 62 investors for Par Funding through the offer and sale of promissory notes.

g. RE Income Fund 2, LLC

35. RE Income Fund 2 is a Delaware Limited Liability Company formed in 2019. Its principal address is in Wildwood, Florida. Gissas is its President and sole manager. RE Fund 2 is a pooled investment fund created for the purpose of raising funds for Par Funding. Since no later than August 1, 2019, Gissas, through RE Fund 2, has raised at least \$150,000 from investors for Par Funding through the offer and sale of promissory notes.

B. Relief Defendant

36. **L.M.E. 2017 Family Trust** (the “L.M.E. Trust”) owns PAR Funding and McElhone is the Grantor of the Trust. Between July 2018 and September 2018, Par Funding transferred at least \$14.3 million, which included investor funds, to the L.M.E. Trust for no legitimate purpose.

III. JURISDICTION AND VENUE

37. The Court has jurisdiction over this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act, 15 U.S.C. §§ 77t(b), 77t(d), and 77v(a); and Sections 21(d), 21(e), and Section 27 of the Exchange Act, 15 U.S.C. §§ 78u(d), 78u(e), and 78aa. This Court has personal

jurisdiction over the Defendants, and venue is proper in the Southern District of Florida, because many of the Defendants' acts and transactions constituting violations of the Securities Act and the Exchange Act occurred in the Southern District of Florida. Par Funding's sole office is located in the Southern District of Florida and it is registered to do business in Florida as a foreign corporation with McElhone as the registered agent. Lisa McElhone, the CEO of Par Funding and sole owner of Full Spectrum, resides in the Southern District of Florida and works in the Par Funding office located in the Southern District of Florida. Par Funding has also sold its promissory notes to investors located in the Southern District of Florida. Abbonizio has solicited investors and participated in solicitation events and meetings in the Southern District of Florida on behalf of Par Funding and as a Full Spectrum employee. Cole is the CFO of Par Funding, which has its sole office in the Southern District of Florida. LaForte and McElhone control Par Funding and Full Spectrum, which operates Par Funding, and LaForte has participated in meetings and events in the Southern District of Florida to solicit investors for the Par Funding offerings.

38. Vagnozzi has solicited investors in the Southern District of Florida, both directly and through his ABFP companies and investment funds. Furman resides in the Southern District of Florida and United Fidelis and Fidelis Planning are located in the Southern District of Florida. Investors residing in the Southern District of Florida have invested in Gissas' Retirement Evolution funds.

39. In connection with the conduct alleged in this Complaint, the Defendants, directly and indirectly, singly or in concert with others, have made use of the means or instrumentalities of interstate commerce, the means or instruments of transportation and communication in interstate commerce, and the mails.

IV. THE FRAUDULENT PAR FUNDING SECURITIES OFFERING SCHEME

A. Par Funding

40. McElhone and her husband LaForte founded Par Funding in 2011 shortly after LaForte was released from prison, and they control Par Funding together.

41. Since no later than August 1, 2012, Par Funding has been in the business of funding short-term loans to small-sized businesses, which Par Funding refers to as “merchant cash advances.” (the “Loans” or “MCAs”).

42. McElhone is Par Funding’s sole employee. Since 2017, Par Funding has been operated by McElhone’s company Full Spectrum. McElhone is the President of Par Funding, the signatory on the Par Funding bank accounts, and according to Par Funding’s most recent corporate designate deposition under Federal Rule of Civil Procedure 30(b)(6), has ultimate authority over Par Funding.

43. LaForte acts as the *de facto* CEO of Par Funding. He runs the day-to-day operations of Par Funding and Full Spectrum, has hiring and firing authority, supervises the Full Spectrum employees including the underwriting employees, and together with another individual decides which Loans Par Funding will approve and fund. He also signs contracts on behalf of Par Funding and renegotiates Loan terms with small businesses.

44. Par Funding has purportedly funded more than \$600 million in Loans.

45. Some of Par Funding’s Loans carry interest rates of more than 400%.

46. According to a recent expert witness analysis of a sample of the Loans, more than half of the Loans charge in excess of 95% interest.

47. Since 2013, Par Funding has filed more than 2,000 lawsuits seeking more than \$300 million in missed payments against small businesses Par Funding alleges defaulted on the Loans.

48. To fund the Loans Par Funding raises investor money through the offer and sale of securities in the form of promissory notes.

B. Phase 1 of The Offering: Par Funding Issues Promissory Notes Directly To Investors

49. From no later than August 2012 until December 2017, Par Funding sold promissory notes only directly to investors.

50. Par Funding issued promissory notes providing for a 12-month duration and stating the investor would receive annual interest rates ranging from 12% to 44%.

51. Investors signed a “Non-Negotiable Term Promissory Note” and an accompanying “Security Agreement” (collectively the “Par Funding Notes”).

52. McElhone and Cole signed the Par Funding Notes on behalf of Par Funding.

53. The Par Funding Notes generally provide that the interest is paid over twelve months, and then the investor’s principal investment is returned in full to the investor.

54. The Security Agreement states that Par Funding grants a security interest to the investor in substantially all of Par Funding’s assets, including its accounts receivable.

55. To locate and solicit investors, Par Funding contracted with sales agents through “Finders Agreements” Cole signed on behalf of Par Funding. The Finders Agreements provide that once Par Funding receives investor funds, it will pay the agent a one-time distribution.

56. Beginning no later than Fall 2016 until December 2017, Vagnozzi was one such agent for Par Funding.

57. Vagnozzi and his company ABFP raised about \$20 million for Par Funding in exchange for a commission equal to 6 or 7 percent of each investment he solicited.

58. Defendant Furman also solicited investors to purchase Par Funding Notes. For example, in November 2017 Furman met with potential investors at his firm, United Fidelis, in West Palm Beach, Florida, and recommended the Par Funding investment.

59. Furman told the potential investors that Par Funding made loans to small businesses and charged 36% interest on the loans. Furman distributed Par Funding marketing materials, including a brochure, and touted Par Funding's management expertise and its thorough due diligence in selecting borrowers. Furman also emphasized to the investors that their money would be safe and secure because the default rates on the Loans were 1% or less.

60. Furman told the potential investors that the percentage of interest Par Funding would pay on its Notes would depend on the amount invested. He told them the higher the investment amount, the higher the interest rate and thus the return. He explained to the potential investors that if they invested \$300,000-\$400,000, Par Funding promised to pay the investors an annual return of 12.5% in monthly installments over one year. Furman provided the potential investors with offering materials, including the Par Funding Note.

61. By December 2017, Par Funding had raised at least \$90 million from investors through the offer and sale of Promissory Notes. The investors purchased the Par Funding notes by sending funds directly to Par Funding or through self-directed IRA accounts.

C. Par Funding Learns It Is Under Investigation For State Securities Law Violations And Begins Efforts To Restructure Its Offering To Conceal Adverse Information

62. Things changed in January 2018. On January 4, 2018, the Pennsylvania Securities Regulators issued a subpoena to Par Funding in connection with its investigation of Par Funding's use of unregistered Agents. In September 2018, Par Funding, through its counsel, assured the Pennsylvania Securities Regulators that it was no longer using Agents to find investors.

63. In truth, when Par Funding made this representation it had already restructured its offering by converting its Agents to Agent Fund managers the Agents created under the guidance and supervision of Vagnozzi and Abbonizio.

64. Vagnozzi had previously proposed this structure to Cole and Abbonizio in 2017, but Par Funding did not put this structure into place until January 2018, after it received the Pennsylvania Securities Regulators’ subpoena and it continues to this day.

65. Under this new structure, Par Funding uses Agent Funds to offer and sell promissory notes the Agent Funds issue to investors. The Agent Funds then funnel investor money to Par Funding, which then issues Par Funding Notes to its Agent Funds.

66. Below is an illustration Abbonizio and his attorney showed existing investors in April 2020, explaining how the fund structure works with respect to the ABFP Income Fund:



67. The Agent Fund PPMs distributed to potential investors state that the Agent Fund is raising money to invest in “an MCA company,” but do not disclose that this is Par Funding.

68. Nor do the Agent Fund PPMs disclose Par Funding’s regulatory history, that Par Funding is managed by a convicted felon, that Pennsylvania and New Jersey Securities Regulators filed actions against Par Funding and there are Cease and Desist Orders against Par Funding in those states, or any other adverse information about Par Funding.

69. While the Agent Funds offer investors promissory notes in the Agent Funds, investors are told that profits will be generated by Par Funding’s Loan business in which the Agent Funds invest.

D. Phase 2 of the Offering: Par Funding Uses Agent Investment Funds To Raise Investor Money And Issues Its Notes To The Agent Investment Funds

70. From January 2018 through present, Par Funding has raised investor money primarily through Agent Funds, and occasionally by selling its own Promissory Notes to investors.

1. Vagnozzi and Par Funding's Roles In Creating, Managing, and Promoting The Agent Funds' Securities Offerings

71. Vagnozzi is instrumental in recruiting people to start Agent Funds to provide funding to Par Funding.

72. As recently as April 2020, Vagnozzi hosted a Zoom call geared toward recruiting people to start Agent Funds to raise money for Par Funding. Vagnozzi led the call in which he explained that he wanted to teach people how to be "finders" and not unregistered broker-dealers so that they would not get into "any trouble." He goes on to talk about Par Funding, describing it as one of the best MCA lenders you can find, touts the 1% default rate, and says you can get commissions and "you will make money."

73. Once Vagnozzi successfully recruits Agents, he and Abbonizio train them how to raise money through securities offerings that will ultimately fuel Par Funding.

74. Vagnozzi teaches Agents how to open their own turnkey investment funds. He provides them with an "Agent Guide" that instructs them how to create an Agent Fund, telling Agents they merely need to choose a name for an Agent Fund and send that name together with \$5,000 to Vagnozzi's attorney, who will then set up a fund, get the corporate paperwork filed, draft a PPM for the fund, and get a tax identification number.

75. The Agent Guide tells the Agents which banks to use to set up bank accounts and directs them to add an ABFP employee as an authorized signer on the account. According to the Agent Guide, ABFP Management then pays the investment expenses and payouts to the Agent

Funds' investors. In the Agent Guide, Vagnozzi tells the Agents that ABFP Management will handle these tasks so the Agents can "focus on selling."

76. Par Funding, through Abbonizio and Vagnozzi, also train the Agents at Full Spectrum's office and Par Funding provides the Agents with marketing materials to solicit investors.

77. Vagnozzi and Abbonizio oversee the Agent Funds and Vagnozzi manages them through his company ABFP Management in exchange for 25% of the Agent Funds' profits.

78. According to Abbonizio and LaForte, there are more than 40 Agent Funds raising investor money for Par Funding.

79. Par Funding, through LaForte, Cole, and Abbonizio, helps solicit investors to invest in the Agent Funds by speaking at events the Agent Funds organize to raise money from potential investors.

80. Abbonizio also helps the Agent Funds solicit investors through telephone calls, and Abbonizio, Cole, and LaForte assist by soliciting investors during meetings the Agent Funds arrange at Par Funding's office.

81. The Agent Funds and ABFP Management make their profits based on the rates of return promised in the Par Funding Notes and the Investment Funds' notes with the investors.

82. Each Agent Fund sends Par Funding investor funds raised through the Agent Funds' securities offerings. This occurs by the Agent Funds either wiring investor funds to Par Funding or directing the investor to open a self-directed IRA account that invests in Par Funding.

83. Upon receipt of the investor funds, Par Funding issues a Par Funding Note to the Agent Fund with a higher promised rate of interest than the Agent Fund promises to its investors in its own promissory notes.

84. Par Funding pays an Agent Fund its monthly returns and the Agent Fund in turn pays its investors.

85. The remainder (or the spread) is for the Agent Fund, and it is obligated under an agreement it signs with ABPF Management to pay ABFP Management 25% from this remaining amount.

2. Vagnozzi Offers and Sells Notes Through His Own Agent Funds

86. In addition to managing Agent Funds, Vagnozzi offers and sells promissory notes through his own Agent Funds, ABFP Income Fund and ABFP Income Fund 2 (collectively, the “ABFP Funds”).

87. The ABFP Funds each filed a Form D with the Commission giving notice of an exempt securities offering of either debt or equity securities in reliance on Rule 506(b) of the Securities Act, 17 C.F.R. § 230.506(b).

88. The ABFP Funds’ PPMs reflect that the ABFP Funds either enter into promissory notes with investors, promising annual returns as high as 15%, with monthly interest payments and full return of principal at the end of the typical 12-month term or sell investors interests in a limited partnership for \$5,000 per single interest.

89. The ABFP Income Fund PPM states that investor funds will be used to invest in promissory notes with MCA companies.

90. The ABFP Income Fund 2 PPM states that investor money will be used 80% toward MCA promissory notes and 20% toward investment in one NYSE-traded equity.

91. Investors either contribute directly to the ABFP Income Funds or through a self-directed IRA account at a Pennsylvania-based IRA administrator.

92. Vagnozzi directs investors to open an account at the IRA administrator company, and investors contribute funds and receive their investment funds through this account.

93. Vagnozzi and ABFP advertise the investment through radio, television commercials, the Internet, and ABFP's Facebook page.

94. Vagnozzi and ABFP also solicit investors through one-on-one presentations at the ABFP office and dinner seminars.

95. For example, on November 21, 2019, Vagnozzi and ABFP hosted more than 300 investors and prospective investors for a dinner where they were solicited to invest in Par Funding through Vagnozzi's funds.

96. Attendees were given a one-page flyer describing four investment opportunities, one of which was MCAs. The flyer described the MCA investment opportunity as having a 2% default rate and offering between 10-14% returns with principal returned in 1, 2, or 3 years.

97. Vagnozzi spoke first at the November 2019 event and touted Par Funding's financial success. He explained that Par Funding was buying a bank and was looking for investors to help – not because Par Funding couldn't write a check to buy the bank itself, but because bank regulations only let Par Funding be a 5% owner.

98. Vagnozzi told the attendees that “[w]e have stock market alternative investments that are secure...” and that an investment in Par Funding does not have “too much risk” and the investment is “knocking it out of the park.”

99. Vagnozzi then introduced Abbonizio, who told the audience that Par Funding has a default rate of 1%, compared to an industry average default rate of 18.5%.

100. Abbonizio also told the audience to focus on the default rate because that is the most important part of the investment.

101. Abbonizio then introduced LaForte, to whom he referred as the President.

102. LaForte told the audience that Par Funding is probably the most profitable cash advance company in the United States and maybe in the world.

103. LaForte also told the audience that he started the company about eight years ago with \$500,000 of his own capital.

104. LaForte then introduced Cole, who touted the financial health of Par Funding.

105. During the November 21, 2019 solicitation dinner event, Vagnozzi told potential investors that he has taken more than 500 investors into an investment with Par Funding.

106. By March 2020 Vagnozzi was claiming 600 investors had invested in Par Funding through him.

107. Through securities offerings, ABFP Income Fund has raised at least \$22,309,000 from investors since February 19, 2018, and ABFP Income Fund 2 has raised at least \$6,322,500 from investors since August 8, 2018.

3. Furman Offers and Sells Notes Through His Own Agent Fund: Fidelis Planning

108. Since no later than August 2018, Furman, through his companies Fidelis Planning and United Fidelis, has raised at least \$5.8 million for Par Funding through investments in Furman's Agent Fund, Fidelis Planning.

109. Fidelis Planning enters into promissory notes with investors, promising annual returns as high as 15%, with monthly interest payments and full return of principal at the end of the typical 12-month term.

110. The Fidelis Planning PPM tells investors that Fidelis will invest their funds with a MCA business.

111. Furman and United Fidelis advertise the Fidelis Planning investment through newspaper advertisements.

112. Furman solicits investors via telephone and puts potential investors in contact with Abbonizio, Cole, and LaForte, who continue the solicitation efforts. He also invites potential

investors to the solicitation dinners Vagnozzi and ABFP host, where Abbonizio and Vagnozzi help Furman solicit investors.

113. After raising investor funds, Furman wires the money to Par Funding and receives a Par Funding Note issued to Fidelis Planning.

114. According to its May 2019 filing with the Commission, Furman and Fidelis Planning raised \$5,838,000 for Par Funding from August 2018 through May 2019. According to bank records, it appears that Furman and Fidelis Planning raised more than \$11 million as of December 2019.

4. Gissas Offers and Sells Notes Through His Own Agent Funds: RE Income Fund and RE Income Fund 2

115. Since no later than Summer 2018, Gissas and his company Retirement Evolution have raised money for Par Funding through the offer and sale of investments in Gissas' Agent Funds, RE Fund and RE Fund 2.

116. Gissas appears to primarily target investors in The Villages retirement community near Wildwood, Florida.

117. The RE Funds issue, offer, and sell promissory notes to investors.

118. Gissas and Retirement Evolution advertise the securities offerings on the RE Fund website, where they provide the RE Fund PPM.

119. Gissas and Retirement Evolution also use newspaper advertisements, largely in The Villages, to invite the public to lunches and dinners where Gissas, sometimes with the assistance of Abbonizio, solicits the audience to invest in the RE Funds, which will invest in Par Funding Notes.

120. For example, in August 2019 Gissas and Retirement Evolution hosted a dinner for 12 potential investors in Wildwood, Florida. Gissas gave the investors an RE Fund 2 PPM and

promissory note to review, and told the investors the investment offered an 8% to 12% return through an investment in an MCA business in Philadelphia.

121. Abbonizio then spoke to the investors, identified himself as the 25% owner of Par Funding, and then touted Par Funding's low default rate and that the MCA loans are insured.

122. At least one attendee at this event subsequently invested in Par Funding through the RE Fund 2 promissory note.

123. Through the unregistered offerings, Gissas, Retirement Evolution, and the RE Funds raised at least \$5.5 million for Par Funding.

E. Phase 3 of the Offering: Par Funding, Vagnozzi, and Furman Offer "Exchange Notes"

124. On March 12, 2020, Vagnozzi forwarded investors a message he received from Cole of that same date. According to Cole's message, the purpose of Cole writing Vagnozzi was to "update our partners."

125. In the message, Cole states Par Funding believes the Coronavirus will have "no long term effects to [Par Funding's] projected growth and revenue." Cole further states in this same message that "There has been no noticeable effect to our client payments or default rates. We had our largest funding month by deal count in February and have confidence in being able to maintain consistent funding volume in the coming months."

126. A mere two weeks later, Vagnozzi and Furman forwarded investors a dramatically different message purporting to be from Par Funding that states "Over the past several months, Par Funding, like many other companies across the globe, has been severely impacted by the Coronavirus pandemic." Par Funding goes on to say it has "been forced to close our physical offices" and that "virtually all of [Par Funding's Loan borrowers] have called seeking a moratorium on payments and other restructured payment terms."

127. Purportedly as the result of the Covid-19 Pandemic, investors did not receive their monthly investment returns in April and May 2020.

128. On March 16, 2020, ABFP emailed investors reassuring them that their investments in Par Funding were safe. ABFP told investors “The management team at CBSG/Par is extremely confident that their financial position and funding strategies will enable them to weather this storm. They want you to remain confident that your investment with them is solid.”

129. Vagnozzi goes on to reassure investors “the employees at Par are some of the hardest working people I have ever met,” and reminds investors that “not one payment has ever been late.”

130. On March 26, 2020 ABFP, through Vagnozzi, emailed investors a message from Par Funding concerning the purported financial impact the COVID-19 pandemic had on Par Funding’s revenues, together with a message from Vagnozzi stating that “Par Funding has defaulted on a note with the fund that you each invested in, and they will continue to default for the next few months.”

131. In this same email message Vagnozzi goes on to discourage investors from filing a lawsuit against Par Funding and tells investors his attorney is working to restructure the investments so payments to investors can resume.

132. In April 2020, Furman emailed investors an email message he claimed was from Par Funding indicating that if investors do not accept an offering to replace their current promissory notes with “Exchange Notes” offering significantly less interest and over a longer period of time, then Par Funding would file for bankruptcy.

133. In April 2020, Vagnozzi and Furman emailed investors a video created on about April 18, 2020, in which Vagnozzi and his attorney – the same attorney who created the turnkey Agent Funds – tell investors that the attorney reviewed Par Funding’s financials and Par Funding

is insolvent. Vagnozzi reassures investors he believes Par Funding will rebound, and then Vagnozzi and the attorney recommend that investors not to file lawsuits against Par Funding for defaulting on the promissory notes but to instead accept Exchange Notes through which the investors would receive lower investment returns than they were promised in the promissory notes they had purchased from ABFP and the Agent Funds.

134. In this same video message to investors, Vagnozzi's attorney also tells investors that because Par Funding has not paid investors their returns in March, he obtained a UCC lien report against Par Funding and was "first in line" to collect for the investors. Public records do not reflect any such lien against Par Funding, but do reflect a number of other liens against Par Funding that would preclude Vagnozzi's attorney's purported lien from being first in line.

135. On April 26, 2020, Vagnozzi, through ABFP, emailed investors a video of Vagnozzi and his attorney discussing the Exchange Offering, in which the attorney recommends that investors accept the Exchange Offering and walks the investors through the offering documents, page by page, reminding investors to review the disclosures and risks in the Exchange Offering materials.

136. The Exchange Offering materials and PPM include a risk section that discloses to investors the risks associated with the Exchange Offering. In it, ABFP tells investors "The nature of the Company's business subjects the Company to litigation. The Company is in the business of providing MCAs to small and mid-size businesses. In connection with its collection efforts against MCA customers and in other similar contexts involving its MCA customers, the Company has been subject to a substantial number of lawsuits."

137. While ABFP disclosed lawsuits small businesses might file, there is no disclosure of the Texas Securities Regulators' action against ABFP, Par Funding, and Abbonizio that was filed just months prior to the Exchange Offering, of the Emergency Cease-and-Desist Order filed

entered against ABFP, Par Funding, and Abbonizio in Texas, or that the Texas securities enforcement action is ongoing.

138. Nor was there any disclosure that the Texas Securities Regulators had entered an emergency Cease-and-Desist Order finding that ABFP, Par Funding, and Abbonizio made material misrepresentations and omissions to investors in connection with the Par Funding and Agent Fund offering about the Par Funding offering, Par Fundnig's regulatory history, and Par Funding's management, and that this litigation was continuing at the time of the Exchange Offering.

139. Based on representations by Par Funding and Vagnozzi's attorney that Par Funding would otherwise default on payments altogether or enter bankruptcy, and based on Vagnozzi's attorney's recommendation, as a lawyer, that they accept the offering, investors opted for the Exchange Offering and entered into new promissory notes.

140. Based on the representations made to them, investors felt they had no choice but to agree to the Exchange Offering and to replace their existing notes in the ABFP Funds and Fidelis Planning Fund with new notes that offered less interest and thus a lower rate of return.

141. All or nearly all of the investors accepted an Exchange Note that replaced the ABFP Funds and Fidelis Planning promissory notes they had previously purchased.

F. The Securities Offerings Are Ongoing and Defendants Are Planning To Expand

142. The Defendants are continuing to offer securities to investors through the Agent Funds and Par Funding.

143. For example, Furman is currently soliciting investors to purchase Par Funding Notes. Unbeknownst to Furman, the individuals are posing as investors.¹

¹ All undercover activity and recordings referenced described in the Complaint were done strictly at the direction and behest of law enforcement agencies and not the Commission.

144. Furman coordinated a meeting between these two individuals posing as investors, and LaForte. The meeting occurred in the Southern District of Florida in late June 2020 to solicit the individuals to invest.

145. While Par Funding has continued offering its notes directly to investors on occasion since its January 2018 restructuring, Par Funding is now seeking significantly higher investments amounts, most recently \$10 million from the undercover individuals.

146. During the meeting, LaForte touted Par Funding as a “leader in the industry” and contrary to the representations made to current investors to force them to take the Exchange Notes in April 2020, represented that “here we are today post-COVID pretty healthy.” He explained that the underwriting performed on the Loans helped ensure the success of Par Funding, stating “It all goes back to the underwriter.”

147. In soliciting the undercover individuals, LaForte represented that Par Funding paid investors \$28 million in 2018 and \$56 million in 2019 – “which is a lot lower proportion that what we paid ourselves. It’s about half.”

148. On July 7, 2020, Cole emailed these two individuals draft Par Funding Exchange Notes and offering materials through which they could invest in Par Funding.

149. In July 2020, Abbonizio, LaForte, and Cole met with these same undercover individuals at Full Spectrum’s office in Philadelphia to pitch them further on the Exchange Note investment.

150. Additionally, Gissas and Retirement Evolution appear to continue to actively solicit investors, with Retirement Evolution putting a general advertisement/invitation in The Village’s local newspaper as recently as July 2020, for a luncheon seminar about alternative investments with annual returns of 8% and 10% paid monthly, scheduled for the week of July 13, 2020.

151. As for Vagnozzi, three days after the Commission entered a July 14, 2020 Consent Order against him and ABFP for engaging in unregistered securities offerings and acting as an unregistered broker-dealer in connection with five offerings not at issue in this case, Vagnozzi, emailed investors about the Order and announced that he is expanding his business:

a. “My staff and I feel that the results of this [SEC] investigation are the absolute best reason someone should invest with us....”

b. “[The SEC] [a]lso determined that all investments offered by ABFP were carried out in a manner consistent with the information provided to investors.”

c. “Three years of investigation, \$300k spent on my end, and all they can say is they don’t like my advertising methods and the fact that I served steak dinners in 2013 as a way for people to hear about our investments.”

152. The Order makes no such findings. Vagnozzi mischaracterizes the Order to investors as a selling point for investing with him and ABFP, and in the same email message announces that he is forming a non-public company that he will soon advertise.

153. Vagnozzi and ABFP also issued a press release about the Order, claiming that “the findings of these proceedings have also paved the way for the company to restructure as a public company, which will alleviate advertising restrictions in the future.”

G. Material Misrepresentations and Omissions in Connection with The Par Funding, ABFP, United Fidelis, and Retirement Evolution Offerings

1. False Claims about Par Funding’s Rigorous Underwriting Process

154. Because investor returns are purportedly generated by the interest small businesses pay on the Loans Par Funding makes, the success and profitability of the investment turns on Par Funding lending money to small businesses who pay back Loans with interest and do not default on the Loans.

155. As Abbonizio explained to one potential investor, this is the most important consideration when deciding whether to invest in the Agent Funds.

156. On January 7, 2020, Abbonizio met with an investor to pitch her on the Par Funding investment. The investor was undercover and the meeting was recorded. Abbonizio described the underwriting group as “the key to our whole investment thesis,” and went on to explain that the investment in Par Funding is “only compelling if you have confidence that whatever you give, \$50,000 or \$5 million, that we are going to do an exemplary job of putting your hard earned money in the hands of suitable companies that can meet their daily obligation to pay us back.”

157. To drive this selling point home, Abbonizio explained: “If you leave here and remember nothing else. Why would I entrust the money? Because they have an exemplary track record of underwriting, utilizing three components, taking three days and be [sic] more vigilant. That’s the crux of it.”

158. In a Par Funding brochure that Furman, Abbonizio, and Vagnozzi distribute to potential investors, Par Funding details its supposedly rigorous underwriting process to approve merchant loans, calling it “Exceptional Underwriting Rigor.”

159. Par Funding claims that the underwriting process takes 48 to 72 hours and includes, among other things, an on-site inspection of each merchant before approving any Loan.

160. According to the marketing materials, “There is no substitute for personal on-site merchant inspections,” and “Visual confirmation of a business’ viability yields the highest levels of confidence in the future viability of merchant partners.”

161. Par Funding emphasizes that the on-site inspection “...has been proven to enhance the low default Par Funding experience[s].”

162. Abbonizio also touts Par Funding’s underwriting process to potential investors, both during one-on-one meetings with potential investors and during solicitation events.

163. For example, at the November 2019 solicitation dinner Vagnozzi and ABFP hosted, Abbonizio told potential investors that Par Funding has “rigorous standards” and “the best underwriting in the industry.”

164. In August 2019, Abbonizio told other potential investors during another solicitation event that Par Funding does an on-site inspection of small businesses 100% of the time before approving any Loan.

165. The representations about Par Funding’s underwriting process are false.

166. In truth, the underwriting was not stringent.

167. Contrary to the Defendants’ representations, Par Funding did not always conduct on-site inspections of small businesses prior to funding Loans, and it would approve Loans in less than 48 hours.

168. For example, in October 2019, Par Funding approved and funded a Loan of \$792,000 to a small business in Ohio (the “Ohio Small Business”). Par Funding did not conduct an on-site inspection prior to approving the Loan and did not request information about debt schedules, profit margins, or expenses.

169. Similarly, in August 2019, Par Funding approved and funded a Loan to a small business in Houston (the “Houston Small Business”) without conducting an on-site inspection and requesting materials showing accounts receivables, expenses, profit margins, or debt schedules.

170. Likewise, in April 2019, Par Funding approved and funded a Loan of \$33,750 to a small business in League City, Texas (the “League City, Texas Small Business.”). Par Funding did not conduct an on-site inspection prior to approving and funding the Loan.

171. Between October 2018 and December 2018, Par Funding funded four Loans to a small business in California (the “California Small Business”), totaling \$3.5 million. For each of these four Loans, Par Funding failed to perform an on-site inspection of the California Small

Business, and in each instance the Loan was underwritten by Par Funding in less than 48 hours from the time the California Small Business owner applied for the Loan. Despite funding \$3.5 million in Loans to the California Small Business over the course of just three months, Par Funding never requested information showing the California Small Business' profit margins or expenses during the underwriting process or at any other time prior to approving the Loan.

172. The lack of an on-site inspection is not a new development for Par Funding, but instead goes back to at least as early as 2016. For example, in April 2016, Par Funding issued a Loan of \$40,000 to a pharmacy in Tennessee with the initial N.R. (the "Tennessee Small Business").

173. Par Funding did not conduct an on-site inspection prior to approving the Loan to the Tennessee Small Business. Par Funding completed the underwriting process within 48 hours of the Tennessee Small Business applying for the Loan. Par Funding did not request information showing profit margins, debt schedules, expenses, or accounts receivable. Nor did Par Funding even conduct an interview before approving the Loan.

174. For some small businesses, the only on-site visit that ever occurs is to threaten a merchant with physical violence.

175. For example, in June 2016 Par Funding loaned \$100,000 to a merchant pharmacy in Knoxville, Tennessee. Par Funding completed the underwriting process in less than 48 hours, failed to offer the merchant insurance of any kind, and did not seek the merchant's debt schedule, profit margins, or any information about the merchant's accounts receivables prior to funding the Loan. Nor did Par Funding conduct an on-site inspection. As the Tennessee merchant has explained under oath, "The only time CBSG visited the Company or sent someone to visit me was when it threatened me with physical violence after I missed payments."

176. For other small businesses, Par Funding simply asks the small business to email them a photo of their office rather than perform the on-site inspection promised to investors.

177. For example, a law firm in Washington, D.C. (the “Small D.C. Business”) borrowed \$38,670.75 from Par Funding in November 2017 and the only “inspection” of the merchant’s business was a photo of the office Par Funding asked the merchant to email them.

178. When Par Funding does conduct an on-site inspection, it is sometimes done after Par Funding has already approved and funded the Loan.

179. For example, Par Funding approved a \$370,000 Loan to a Sports Field Grading and Maintenance company in Dallas, Texas and funded the Loan on January 4, 2017. The on-site inspection occurred on January 5, 2017, after the Loan had been approved and funded in its entirety.

180. Thus, Par Funding does not always conduct an on-site inspection prior to approving a Loan and sometimes completes the entire underwriting process in less than 48 hours. These facts do not stop Par Funding from making representations to the contrary to investors.

181. For example, in January 2020, Abbonizio told an undercover individual posing as an investor that Par Funding requires three days to complete an underwriting process on a Loan application because Par Funding conducts what he referred to as “the coup de grace” – a personal onsite inspection. He told her that because of this vigilant process, he felt confident telling her to invest her money in Par Funding.

182. However, that same month, Par Funding made a \$150,000 Loan to a Boston Small Business with the initial TMA, without conducting an on-site inspection and in fact completed the underwriting process in less than 48 hours. Instead of conducting “the coup de grace,” Par Funding merely asked the Boston Small Business owner to email photos of her office.

183. Additionally, as set forth above, contrary to the rigorous underwriting process Par Funding touts to investors, Par Funding approves and funds Loans to small businesses without obtaining information about the merchant's profit margins, expenses, or debts.

184. Even Par Funding's representation to potential investors that it assigns a liaison to each merchant to cultivate the relationship is misleading, as Par Funding does not always assign a liaison to small businesses or have a liaison who communicates with the small businesses. For example, Par Funding did not assign a liaison to the Ohio Small Business, the League City Small Business, the Texas Small Business, or the California Small Business.

2. False and Misleading Claims about Par Funding's Loan Default Rate

185. LaForte, Abbonizio and Vagnozzi make false claims to prospective investors that Par Funding has a 1% loan default rate.

186. For example, in Summer 2018, LaForte met with at least one investor in Maryland and pitched the Par Funding investment to her, telling her that Par Funding's loan default rate was only 1%.

187. On January 7, 2020, Abbonizio told an undercover individual posing as a potential investor that Par Funding issues bad loans 1 percent of the time. He explained that the defaults are "one percent of \$500 million."

188. Similarly, at a dinner for investors and potential investors on November 21, 2019, Abbonizio presented the investment. He told more 300 investors at this event that the 10% to 14% investment returns were "enticing," but it is only enticing if Par Funding does a good job at loaning money to borrowers.

189. At this same dinner, Abbonizio emphasized that Par Funding has "the best underwriting in the industry" and has "rigorous operational standards, almost seven years in the making." Because of this, Abbonizio explained, they have a default rate that is "less than 1

percent.” He also explained to the investors why this is so important – because if enough of the borrowers miss their payments to Par Funding, that “could impede Par Funding’s ability to pay Vagnozzi’s fund to ultimately pay you.”

190. At this same dinner, ABFP and Vagnozzi also touted Par Funding’s low default rate, giving potential investors a flyer describing the Par Funding investment opportunity as having a 2% default rate.

191. Likewise, on the United Fidelis website, Furman and United Fidelis tout a 1.2% default rate for the “MCA investment” they offer.

192. These representations are false and misleading.

193. In reality, Par Funding has filed more than 2,000 collections lawsuits against small borrowers for defaulting on the Loans Par Funding made to them.

194. Par Funding claims to have funded \$600 million in Loans. These lawsuits allege that the Loans are in default and seek to recover more than \$300 million that the small businesses have allegedly failed to repay Par Funding. An analysis of these lawsuits reveals that Par Funding’s loan default rate is as high as 10%.

195. In Fall 2017, Furman gave a Florida investor a Par Funding brochure claiming that Par Funding had provided “more than \$220 million in business funding” since its inception in 2012.

196. However, by August 2017, Par Funding had filed more than 240 lawsuits against small businesses for defaulting on their Loans, seeking more than \$20 million in missed Loan payments.

197. Likewise, on August 15 2019, Abbonizio touted Par Funding’s 1% default rate to potential investors at a Retirement Evolution solicitation dinner. However, by August 2019, Par

Funding had filed more than 800 lawsuits against small businesses for defaulted Loans, seeking more than \$100 million in missed Loan payments.

198. Similarly, when Abbonizio and Vagnozzi touted Par Funding's low default rates to potential investors during the ABFP solicitation dinner on November 21, 2019, Par Funding had filed more than 1,000 lawsuits, in Philadelphia alone, against small businesses for defaulted Loans, seeking more than \$145 million in missed Loan payments.

199. LaForte and Cole, Par Funding's CFO, were present when these representations were made to potential investors on November 21, 2019, and did not correct these false and misleading statements.

200. When Abbonizio touted Par Funding's low default rates to an Undercover posing as a potential investor in January 2020, Par Funding had filed more than 1,200 lawsuits seeking more than \$150 million in missed payments on defaulted Loans.

201. Most recently, in July 2020, LaForte and Abbonizio touted the 1% default rate on the Loans in a solicitation meeting with undercover individuals posing as potential investors. When they made this representation, Par Funding had filed at least 2,000 lawsuits seeking about \$300 million in missed payments from small business owners on Loans Par Funding alleges are in default.

202. Additionally, Par Funding calculates the default rate differently in its representations to investors by not including in the rate any Loan where the borrower is making even a partial payment or is speaking with Par Funding about the Loan.

203. For example, on July 10, 2020, Par Funding told a Texas small business owner with the initial MF that it would take his Par Funding Loan out of default status if the small business owner made a mere \$500 payment on his \$1.2 million Loan balance.

3. False Claims that Par Funding Offers Insurance on Its Loans

204. In the brochure Par Funding distributes to potential investors through the Agent Funds, Par Funding claims to offer insurance on all of its products up to \$150,000. Par Funding further claims that “[t]he insurance protects Par Funding in case of a default or non-payment.”

205. On June 5, 2018, LaForte also told a potential investor in Maryland that if a merchant defaulted on his loan, Par Funding had insurance to back up investor funds, thus reassuring the investor that her investment was safe and secure.

206. At an event in Florida to solicit investors in RE Income Fund 2 in August 2019, Abbonizio told potential investors that Par Funding’s merchant loans were insured.

207. These claims are false. Par Funding did not offer small businesses insurance on the Loans, and thus investor funds were not protected by insurance.

208. For example, during the more than two-year period spanning November 2015 through January 2018, Par Funding approved and funded 15 Loans to a small business located in Los Angeles, California (the “L.A. Small Business”). The Loans totaled \$6,126,054.13.

209. At no time, on any of the 15 Loans approved over the course of these two years did Par Funding offer the L.A. Small Business insurance of any kind.

210. On each of the 15 occasions when Par Funding approved and funded a Loan to the L.A. Small Business, Par Funding completed the underwriting in less than 48 hours, never offered the L.A. Small Business insurance of any kind, never conducted an in-person interview before giving the L.A. Small Business the Loans, never requested information about the L.A. Small Business’s expenses, and never requested information about the L.A. Business’s profit margins.

211. Par Funding’s Loans to the League City, Texas Small Business, Tennessee Small Business, Ohio Small Business, Boston Small Business, Arizona Small Business, Houston Small

Business, D.C. Small Business, New Jersey Small Business, and Dallas Small Business span the period from April 2016 through January 2020.

212. Par Funding did not offer insurance to a single one of these small businesses to whom it issued Loans.

4. Misrepresentations and Omissions about LaForte's Background

213. LaForte touts his financial and business acumen and his success through Par Funding, but fails to disclose his criminal history. Similarly, the Par Funding website includes numerous articles featuring LaForte and his claimed business success, and directs readers to LaForte's "Forbes Council" profile, in which he describes himself as "...one of the small business industry's most distinguished and accomplished leaders." LaForte also holds himself out in videos he posts online as a "financial expert" for Par Funding.

214. In truth, LaForte is a twice-convicted felon and prior to founding Par Funding with McElhone, was imprisoned and ordered to pay \$14.1 million in restitution for grand larceny and money laundering. To conceal these facts, LaForte uses two aliases – Joe Mack and Joe Macki because, as LaForte admitted to at least one individual, if people "google" his real name they will see his negative history. Par Funding and Cole actively assist LaForte in concealing his true identity, and thus his criminal background, by providing LaForte with a Par Funding email address bearing the name of his alias, joemack@parfunding.com, and a Par Funding business card for his alias Joe Macki.

215. Additionally, Cole has solicited investors by touting the experience of Par Funding's management team while failing to disclose LaForte's criminal history, despite knowing LaForte has been convicted of crimes involving dishonesty. For example, in Fall 2017, Cole solicited a potential investor with initial E.H. who resides in Massachusetts to invest in Par Funding, promising up to 15% monthly interest payments. Cole told the investor that Par Funding

was successful and touted Par Funding's experienced management team. Cole did not disclose that the management team was led by a convicted felon.

216. Similarly, during an August 2019 solicitation event in Wildwood, Florida, Abbonizio solicited investors to invest in Par Funding through RE Income 2 by touting the "great team" at Par Funding. He failed to disclose that the leader of the team is a convicted felon.

217. Abbonizio also conceals LaForte's identity from investors. For example, when an undercover individual posing as an investor asked Abbonizio who the founders of Par Funding are, Abbonizio responded: "There's basically five of us. There's myself, Joe Cole, who is the CFO, Joe McElhone, and Lisa McElhone... and Lisa is the President of the company." He then went on to identify the fifth founder – "a family out of Manhattan. They have \$48 million with us." Joe McElhone is yet another alias for Joseph LaForte used to conceal his identity from investors.

218. In its 2019 and 2020 Form D Filings with the Commission, Par Funding failed to identify LaForte in Item 3 of the form requiring the disclosure of "Related Persons." The instructions accompanying Form D direct filers to provide the following information under "Related Persons":

Enter the full name and address of each person having the specified relationships with any issuer and identify each relationship:

- Each executive officer and director of the issuer and person performing similar functions (title alone is not determinative) for the issuer, such as the general and managing partners of partnerships and managing members of limited liability companies; and
- Each person who has functioned directly or indirectly as a promoter of the issuer within the past five years of the later of the first sale of securities or the date upon which the Form D filing was required to be made.

If necessary to prevent the information supplied from being misleading, also provide a clarification in the space provided.

219. As set forth above, LaForte is identified as the President of Par Funding, runs the day-to-day operations, and he functions as an executive officer of Par Funding. Nonetheless, Par Funding does not disclose LaForte's involvement in its Commission filings.

5. Misrepresentations and Omissions about Par Funding's Regulatory History

220. LaForte touts to prospective investors Par Funding's success. For example, in November 2019 LaForte told potential investors that Par Funding is probably the most profitable cash advance company in the United States and maybe in the world.

221. Abbonizio also solicits investors by touting Par Funding's success and its track record as a leader in the merchant cash industry.

222. Similarly, Vagnozzi touts Par Funding's purported success. For example, in a 6-minute video, Vagnozzi tells potential investors he would like to introduce them to "one of the best merchant cash advance lenders that you can find" and characterizes it as "highly profitable."

223. The video is widely distributed; it is posted on the Vimeo pages of ABFP and Vagnozzi, was posted on the ABFP Income Fund website until at least April 17, 2020, emailed to potential investors, and shown during sales pitches.

224. On the ABFP Facebook page, Vagnozzi characterizes "our MCA Fund" as [sic] "Best investment you can find."

225. In early 2020, Vagnozzi described the investment in Par Funding to an undercover posing as a potential investor as "like the crack-cocaine" of investments ABFP offers, adding "[a] check every month."

226. As for Gissas, he advertises the Retirement Evolution as an investment in "a top company in the merchant cash sector." Neither in the advertisements nor in the solicitation events he leads does Gissas disclose Par Funding's regulatory history.

227. Par Funding, LaForte, Abbonizio, Vagnozzi, and Gissas tout Par Funding while failing to disclose that Par Funding has twice been sanctioned for violating state securities laws.

228. In November 2018, the Pennsylvania Securities Regulators filed a Consent Agreement and Order against Par Funding for violating the Pennsylvania Securities Act prohibiting the use of unregistered sales agents in the offer and sale of securities, and fined Par Funding \$499,000 (the “Pennsylvania Order”).

229. In December 2018, the New Jersey Bureau of Securities issued a Cease-and-Desist Order against Par Funding based on its offer and sale of unregistered securities (the “New Jersey Order”). Both of these Orders were in effect when the Defendants touted Par Funding as an investment opportunity to potential investors, and both Orders remain in effect.

230. However, the Defendants have failed to disclose these Orders while touting Par Funding.

231. In February 2020, the Texas State Securities Board issued an Emergency Cease-and-Desist Order against Par Funding and others, alleging fraud and registration violations in connection with its securities offering through an Agent Fund in Texas (the “Texas Order”).

232. Undeterred, Par Funding has continued soliciting investors and continued touting the success of Par Funding without disclosing the Texas Order to potential investors.

6. Misrepresentations about the New Jersey Order

233. Furman has misrepresented the New Jersey Order to at least one potential investor while soliciting her for the Par Funding investment through Fidelis. For example, on June 16, 2019, Furman told an undercover individual posing as an investor that the state of New Jersey had “retracted” its action against Par Funding and had said Par Funding was “good” and did not need to pay a fine or have any penalties.

234. This is false. New Jersey did not retract its Order.

7. False Statements In Par Funding's Commission Filings About McElhone and Cole's Receipt of Funds

235. Par Funding has filed two false filings with the Commission concerning its Par Funding Note offering and how investor funds would be used. On February 12, 2019, Par Funding filed a Notice of Exempt Offering of Securities on Form D with the Commission, stating that it was a new notice for an offering of debt securities in reliance on the exemption under Rule 506(b) and that the first sale was on August 1, 2012. The filing discloses approximately \$3.6 million Par Funding has paid in finders' fees and a total amount sold of approximately \$227 million to 488 investors. In the Use of Proceeds section, the filing states that none of the gross proceeds of the offering has been or is proposed to be used for payments to executive officers or others listed in the filing's section for related persons, in which McElhone and Cole are listed as executive officers and directors.

236. On April 28, 2020, Par Funding filed an amended Form D with the Commission with respect to the offering that began August 1, 2012, disclosing the total amount sold to the 488 investors was higher than it initially reported in 2019 - \$378 million.

237. This filing states that Par Funding has paid no finders' fees and commissions, and again states that none of the gross proceeds of the offering has been or is proposed to be used for payments to executive officers or others listed in the filing's related persons section, which again includes McElhone and Cole.

238. Cole signed the Amended Form D on behalf of Par Funding.

239. The representations in both filings that Cole and McElhone would not receive any of the gross proceeds of the securities offering are false.

240. McElhone received at least \$11.3 million from the offering between July 2015 and October 2019. As for Cole, Par Funding transferred funds, which included investor funds, to

companies in which Cole has an ownership interest or otherwise receives financial benefits: \$1.8 million to ALB Management between July 2019 and October 2019; about \$4.9 million to Beta Abigail between July 2016 and April 2019; and about \$9.5 million to New Field Ventures, LLC between February 2017 and November 2019.

241. In a recent recorded conversation with an FBI confidential source, Cole admitted that Par Funding pays him through his consulting firms and that the amounts are reflected in the “consulting” line on the Par Funding financial statements.

242. The Par Funding financial statements reflect the amount of the consulting payments and notes that New Field Ventures is owned by Cole and Abbonizio. Cole is also an owner of Beta Abigail, which also receives purported consulting funds from Par Funding, and he admitted to the undercover human source that ALB Management is a company through which he receives payments from Par Funding.

243. The representation in Par Funding’s 2020 Form D filing that Par Funding did not pay commissions is similarly false. Par Funding had paid so-called finders’ fees of at least \$3.6 million plus an addition \$1 million in payments labeled as “commissions” from July 2015 to February 2020.

8. False Claims about LaForte’s Personal Investment in Par Funding

244. LaForte falsely told prospective investors that he personally invested in Par Funding. For example, at the November 2019 solicitation dinner for ABFP, LaForte told the crowd that he had invested \$500,000 of his own money in Par Funding to get the company started. LaForte also claimed in an email to an existing investor inquiring about someone else potentially investing, “I have 80 million in the company myself. So his money would be side by side w [sic] mine.”

245. LaForte's claims are false. Not only did LaForte not invest his own money to start Par Funding, but he has in fact never invested in Par Funding.

9. Misrepresentations and Omissions about Vagnozzi's Regulatory History

246. While soliciting investors for the Par Funding investment through ABFP, Vagnozzi touts his financial and business acumen and his success through ABFP, but fails to disclose his regulatory history.

247. For example, at the November 2019 solicitation dinner, Vagnozzi touts his "proven track record," how investors have never missed a payment, and how well ABPF does for its investors.

248. At this same dinner, Vagnozzi told the audience of investors: "What I'm doing is legal, but most financial advisors don't have a set of you-know-what's to drop that license so they can do what I'm doing."

249. In truth, just months before making this representation to potential investors, the Pennsylvania Securities Regulators sanctioned Vagnozzi for violating state securities laws.

250. Vagnozzi has testified under oath that ABFP is his alter ego. While playing up his supposed investment success, including success through the Par Funding investment, Vagnozzi fails to disclose to investors the fact that he settled a regulatory action with the state of Pennsylvania in May 2019 ordering him to pay a \$490,000 fine based on his sales of the Par Funding investment in violation of state law.

251. Understanding that investors would want to know of unlawful activity when deciding with whom to invest, Vagnozzi publishes an article on the ABFP website addressing the issue head-on. And lying about it.

252. Specifically, on the ABFP website, Vagnozzi has an article published entitled "What's the Catch? By Dean Vagnozzi." In it, he tells potential investors:

I know that potential clients will inevitably wonder, “what’s the catch?”
Is Dean Vagnozzi a scam artist? Is A Better Financial Plan 1346 a fraud? Of course they would be skeptical! And so would I!
So let me save you a lot of time. There is no catch.
So stop looking for one. Stop googling, stop searching to see if Dean Vagnozzi is a scam, stop looking on the Better Business Bureau’s website to see if A Better Financial Plan 1346 is a fraud. I have never had a criminal record in my life and I am very confident that there never will be.
In fact, to the best of my knowledge, *the only law that I think I ever broke* was a speeding ticket that I received on the New Jersey Turnpike back when I was in my early 20’s. That is about the only misdemeanor that I have ever been a part of. (Jeez, I sound like a lot of fun, don’t I?)

253. In truth, in 2019 Vagnozzi was sanctioned by the Pennsylvania Securities Regulators for violating the federal securities laws; and in February 2020 the Texas Securities Regulators filed a claim against ABFP for fraud in connection with the Par Funding offering, which remains pending.

254. Even after the Commission filed a Consent Order against Vagnozzi for his violation of the federal securities laws on July 14, 2020, Vagnozzi continues to publish the “What’s the Catch?” article, “What’s the Catch?” on the ABFP website.

255. None of Vagnozzi’s regulatory history is disclosed to investors. Instead, Vagnozzi tells potential investors a traffic law is the only law he has ever violated.

256. As recently as July 23, 2020, the ABFP website homepage includes a photo of Vagnozzi standing with individuals with the caption “A Team You Can Trust.” This caption is a

hyperlink that takes the reader to a page that reads “About Dean Vagnozzi.” This page includes details about Vagnozzi’s successes and career path.

257. There is no mention of his regulatory history or the sanctions levied against him for violating securities laws in connection with the offer and sale of Par Funding securities.

10. Misrepresentations and Omissions about ABFP’s Regulatory History

258. ABFP’s website homepage, www.abetterfinancialplan.com, features a video in which Vagnozzi tells potential investors that none of his clients have ever lost money and that ABFP works with one of the top law firms in Philadelphia.

259. The webpage also includes a video that purports to tell the story of ABFP, and testimonials ABFP reprints and posts on the website to show glowing reviews about the company such as “Dean and his company are standup people.”

260. ABFP fails to disclose that ABFP is subject to a February 2020 Cease-and-Desist Order issued by Texas Securities Regulators.

261. In the Exchange Offering materials provided to investors, ABFP disclosed as an investment risk the existence of lawsuits filed by small businesses based on Loan disputes. However, there is no disclosure of the existence of the case against ABFP, Par Funding, and Abbonizio in Texas. Nor is there any disclosure of the Emergency Cease-and-Desist Order the Texas Regulators entered months before the Exchange Offering based on findings that ABFP, Par Funding, and Abbonizio made fraudulent and material misrepresentations and omissions to investors in connection with the Par Funding and Agent Fund offering, or that the fact that the action filed by the Texas Regulators was – and is – ongoing.

11. Misrepresentations and Omissions about Abbonizio’s Regulatory History

262. Similarly, when ABFP offered the Exchange Offering, the Texas Securities Regulators had issued the Emergency Cease-and-Desist Order against Par Funding based on his

fraudulent misrepresentations and omissions in connection with Par Funding and the Agent Fund offering.

263. ABFP, through Vagnozzi, was aware of that Order, as ABFP is also a party to the Texas Action. When offering the Exchange Notes, ABFP and Vagnozzi reassured investors about Par Funding's ability to rebound and recommence payments if investors accepted the Exchange Notes and touted the hardworking employees at Par Funding.

264. Par Funding's website continued advertising its purported "strong, dedicated team," which continues to this day.

265. At the time of Exchange Note offering, Abbonizio was a partial owner and manager of Par Funding who had solicited investors to make their initial investments in Par Funding through the Agent Funds, and Abbonizio continues his role at Par Funding today.

266. However, at no time did ABFP, Vagnozzi, or Par Funding disclose to investors that just before the offering began, the Texas Securities Regulators issued an Emergency Cease-and-Desist Order against Abbonizio for, among other things, engaging in fraud in connection with the Par Funding offerings and Agent Fund solicitations.

267. Likewise, in soliciting undercover individuals to invest in Par Funding in June and July 2020, no one at Par Funding disclosed the Texas Cease-and-Desist Order issued against Abbonizio.

COUNT I

Fraud in Violation of Section 10(b) and Rule 10b-5(a) of the Exchange Act

Against Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, McElhone, Cole, LaForte, Abbonizio, Vagnozzi, and Furman

268. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint.

269. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017 through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, directly or indirectly, by use of the means and instrumentalities of interstate commerce, or of the mails, in connection with the purchase or sale of securities, knowingly or recklessly, employed devices, schemes or artifices to defraud in connection with the purchase or sale of securities.

270. By reason of the foregoing, these Defendants, directly or indirectly violated, and, unless restrained and enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(a) [17 C.F.R. § 240.10b-5(a)].

COUNT II

Fraud in Violation of Section 10(b) and Rule 10b-5(b) of the Exchange Act

Against Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, McElhone, Cole, LaForte, Abbonizio, Vagnozzi, and Furman

271. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint.

272. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017

through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, in connection with the purchase or sale of securities, has knowingly or recklessly made untrue statements of material facts or omitted to state material facts in order to make the statements made, in the light of the circumstances in which they were made, not misleading.

273. By reason of the foregoing, these Defendants, directly or indirectly violated, and, unless restrained and enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(b) [17 C.F.R. § 240.10b-5(b)].

COUNT III

Fraud in Violation of Section 10(b) and Rule 10b-5(c) of the Exchange Act

Against Against Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, McElhone, Cole, LaForte, Abbonizio, Vagnozzi, and Furman

274. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint.

275. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017 through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, in connection with the purchase or sale of securities, knowingly or recklessly engaged in acts,

practices, and courses of business which have operated, are now operating, and will operate as a fraud upon the purchasers of such securities.

276. By reason of the foregoing, these Defendants, directly or indirectly violated, and, unless restrained and enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(c) [17 C.F.R. § 240.10b-5(c)].

COUNT IV

Fraud in the Offer or Sale of Securities in Violation of Section 17(a)(1) of the Securities Act

Against Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, McElhone, Cole, LaForte, Abbonizio, Vagnozzi, and Furman

277. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint.

278. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017 through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or of the mails have knowingly or recklessly employed devices, schemes or artifices to defraud.

279. By reason of the foregoing, these Defendants, directly or indirectly violated, and, unless restrained and enjoined, are reasonably likely to continue to violate, Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT V

**Fraud in the Offer or Sale of Securities in
Violation of Section 17(a)(2) of the Securities Act**

Against all Defendants

280. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint.

281. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017 through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, Gissas, Retirement Evolution, and RE Fund, beginning no later than May 2018 through present, and RE Fund 2, beginning no later than August 2019 through present, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or of the mails have negligently obtained money or property by means of untrue statements of material facts and omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

282. By reason of the foregoing, the Defendants, directly or indirectly violated, and, unless restrained and enjoined, are reasonably likely to continue to violate, Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

COUNT VI

**Fraud in the Offer or Sale of Securities in
Violation of Section 17(a)(3) of the Securities Act**

Against All Defendants

283. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint.

284. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017 through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, Gissas, Retirement Evolution, and RE Fund, beginning no later than May 2018 through present, and RE Fund 2, beginning no later than August 2019 through present, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or of the mails have negligently engaged in transactions, practices, or courses of business which operated or would have operated as a fraud or deceit upon the purchasers.

285. By reason of the foregoing, the Defendants, directly or indirectly violated, and, unless and restrained and enjoined, are reasonably likely to continue to violate, Section 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)(3)].

COUNT VII

**Sale of Unregistered Securities in Violation of
Sections 5(a) and 5(c) of the Securities Act**

Against All Defendants

286. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint as if fully set forth herein.

287. No registration statement was filed or in effect with the Commission pursuant to the Securities Act with respect to the securities issued and the transactions conducted by the Defendants as described in this Complaint and no exemption from registration existed with respect to these securities and transactions.

288. Par Funding, McElhone, LaForte, and Cole, beginning no later than July 2015 and continuing through present, Abbonizio, beginning no later than April 2016 until present, Vagnozzi, and ABFP, beginning no later than August 2016 through present, ABFP Management and ABFP Income Fund, beginning no later than February 2018 through present, ABFP Income Fund 2, beginning no later than August 10, 2018, Full Spectrum beginning no later than January 2017 through present, Furman and United Fidelis, beginning no later than November 2017 through present, and Fidelis Planning beginning no later than August 2019 through present, Gissas, Retirement Evolution, and RE Fund, beginning no later than May 2018 through present, and RE Fund 2, beginning no later than August 2019 through present, directly or indirectly:

- (a) made use of means or instruments of transportation or communication in interstate commerce or of the mails to sell securities as described herein, through the use or medium of a prospectus or otherwise;

(b) carried securities or caused such securities, as described herein, to be carried through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or delivery after sale; or

(c) made use of means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of a prospectus or otherwise, as described herein, without a registration statement having been filed or being in effect with the Commission as to such securities.

289. By reason of the foregoing, the Defendants violated, and, unless restrained and enjoined, are reasonably likely to continue to violate, Sections 5(a) and 5(c) of the Securities Act, 15 U.S.C. §§ 77e(a) and 77e(c).

COUNT VIII

Control Person Liability Under Section 20(a) of the Exchange Act

Against McElhone and LaForte

290. The Commission repeats and realleges paragraphs 1 through 267 of this Complaint as if fully set forth herein.

291. From no later than July 2015 through present, McElhone and LaForte have been, directly or indirectly, control persons of Par Funding and Full Spectrum for purposes of Section 20(a) of the Exchange Act, 15 U.S.C. §78t(a).

292. From no later than July 2015 through present, Par Funding and Full Spectrum violated Section 10(b) and Rule 10b-5 of the Exchange Act.

293. As control persons of Par Funding and Full Spectrum, McElhone and LaForte are jointly and severally liable with and to the same extent as Par Funding and Full Spectrum for each of their violations of Section 10(b) and Rule 10b-5 of the Exchange Act.

294. By reason of the foregoing, McElhone and LaForte directly and indirectly have violated, and unless restrained and enjoined, are reasonably likely to continue to violate Section 10(b) and 20(a) and Rule 10b-5 of the Exchange Act, 15 U.S.C. § 78j(b) and §78t(a), and 17 C.F.R. § 240.10b-5.

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court find that Defendants committed the violations alleged and:

I.

Temporary Restraining Order And Preliminary Injunction

Issue a Temporary Restraining Order and Preliminary Injunction, restraining and enjoining: All Defendants, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Sections 17(a)(2) and (3), and Sections 5(a) and (c) of the Securities Act; Defendants Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, McElhone, Cole, LaForte, Abbonizio, Vagnozzi, and Furman, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Section 17(a)(1) of the Securities Act and Section 10(b) and Rule 10b-5 of the Exchange Act; and McElhone and LaForte, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Section 20(a) of the Exchange Act.

II.

Permanent Injunction

Issue a Permanent Injunction, restraining and enjoining: All Defendants, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them,

and each of them, from violating Sections 17(a)(2) and (3), and Sections 5(a) and (c) of the Securities Act; Defendants Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, McElhone, Cole, LaForte, Abbonizio, Vagnozzi, and Furman, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Section 17(a)(1) of the Securities Act and Section 10(b) and Rule 10b-5 of the Exchange Act.

III.

Asset Freeze and Sworn Accountings

Issue an Order freezing the assets of Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, Retirement Evolution Group, RE Fund, RE Fund 2, McElhone, LaForte, Cole and Relief Defendant L.M.E. Trust, and requiring the Defendants and Relief Defendant to file sworn accountings with this Court.

IV.

Records Preservation

Issue an Order requiring all Defendants and the Relief Defendant to preserve any records related to the subject matter of this lawsuit that are in their custody or possession or subject to their control.

V.

Disgorgement

Issue an Order directing all Defendants and the Relief Defendant to disgorge all ill-gotten gains received within the applicable statute of limitations, including prejudgment interest, resulting from the acts or courses of conduct alleged in this Complaint.

VI.

Penalties

Issue an Order directing all Par Funding, Full Spectrum, ABFP, ABFP Management, United Fidelis, Retirement Evolution, McElhone, LaForte, Cole, Abbonizio, Vagnozzi, Furman, and Gissas to pay civil money penalties pursuant to Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d).

VII.

Appointment of a Receiver

Appoint a receiver over Defendants Par Funding, Full Spectrum, ABFP, ABFP Management, ABFP Income Fund, ABFP Income Fund 2, United Fidelis, Fidelis Planning, Retirement Evolution, RE Fund and RE Fund 2.

VIII.

Further Relief

Grant such other and further relief as may be necessary and appropriate.

IX.

Retention of Jurisdiction

Further, the Commission respectfully requests that the Court retain jurisdiction over this action in order to implement and carry out the terms of all orders and decrees that it may enter, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

DEMAND FOR JURY TRIAL

The Commission hereby demands a jury trial in this case.

July 24, 2020

Respectfully submitted,

By: s/Amie Riggle Berlin
Amie Riggle Berlin
Senior Trial Counsel
Florida Bar No. 630020
Direct Dial: (305) 982-6322
Direct email: berlina@sec.gov

Attorney for Plaintiff
**SECURITIES AND EXCHANGE
COMMISSION**
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
Telephone: (305) 982-6300
Facsimile: (305) 536-4154

Of counsel:
Linda Schmidt, Senior Counsel
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, Florida 33131

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS SECURITIES AND EXCHANGE COMMISSION DEFENDANTS Complete Business Solutions Group, Inc. d/b/a PAR Funding, et al

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant Palm Beach (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Amie Riggle Berlin, Esq., SEC, 801 Brickell Ave., Suite 1950, Miami, FL 33131, 305-982-6322 Attorneys (If Known) IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III) PTF DEF 1 Citizen of This State 2 Citizen of Another State 3 Citizen or Subject of a Foreign Country 4 Incorporated or Principal Place of Business In This State 5 Incorporated and Principal Place of Business In Another State 6 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions

CONTRACT 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Med. Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education FORFEITURE/PENALTY 625 Drug Related Seizure of Property 21 USC 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions BANKRUPTCY 422 Appeal 28 USC 158 423 Withdrawal 28 USC 157 SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609 OTHER STATUTES 375 False Claims Act 376 Qui Tam (31 USC 3729 (a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 15USC§§77e(a-c); 15USC§77q(a)(1-3); 15USC§78j(b) and 17CFR§240.10b-5(a-c) LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE 07-24-20 SIGNATURE OF ATTORNEY OF RECORD s/Amie Riggle Berlin

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s)

v.

COMPLETE BUSINESS SOLUTION GROUP, INC.
D/B/A PAR FUNDING, ET AL.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Perry S. Abbonizio
3450 Ernest Lane
Worcester, PA 19490

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)
)
)
)
)

Plaintiff(s)

v.

) Civil Action No.
)
)
)
)
)

COMPLETE BUSINESS SOLUTION GROUP, INC.
D/B/A PAR FUNDING, ET AL.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan
c/o Enrico J. Pagnanelli, Register Agent
114 Ithan Lane
Collegeville, PA 19426

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

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)

Plaintiff(s)

v.

Civil Action No.

COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)

)
)
)
)
)

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ABFP Income Fund 2, L.P.
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s)

v.

COMPLETE BUSINESS SOLUTION GROUP, INC.
D/B/A PAR FUNDING, ET AL.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ABFP Income Fund, LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s)

v.

COMPLETE BUSINESS SOLUTION GROUP, INC.
D/B/A PAR FUNDING, ET AL.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ABFP Management Company, LLC f/k/a
Pillar Life Settlement Management Company, LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center 1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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on *(date)* _____, and mailed a copy to the individual's last known address; or

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

Plaintiff(s)

v.)

COMPLETE BUSINESS SOLUTION GROUP, INC.)
 D/B/A PAR FUNDING, ET AL.)

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Complete Business Solutions Group, Inc. d/b/a PAR Funding
 c/o Registered Office Service Company, Registered Agent
 614 N. Dupont Hwy., Suite 210
 Dover, DE 19901

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
 Securities and Exchange Commission
 801 Brickell Avenue, Suite 1950
 Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

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Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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on *(date)* _____, and mailed a copy to the individual's last known address; or

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

)

_____)
Plaintiff(s))

v.)

Civil Action No.)

COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)

)

_____)
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Joseph Cole Barleta a/k/a Joe Cole
609 S. Delhi Street
Philadelphia, PA 19147

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

_____))
Plaintiff(s))

v.)

COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)

_____))
Defendant(s))

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) Fidelis Financial Planning LLC
c/o Busines Filings Incorporated, Registered Agent
108 West 13th St
Wilmington, DE 1980

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

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CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
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Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

Plaintiff(s)

v.)

Civil Action No. _____

COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) Full Spectrum Processing, Inc.
c/o Lisa McElhone, Registered Agent
141 N. 2nd Street
Philadelphia, PA 19106

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:
Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

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Plaintiff(s)

v.

Civil Action No.

COMPLETE BUSINESS SOLUTION GROUP, INC.
 D/B/A PAR FUNDING, ET AL.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Michael Furman
 1615 Forum Place
 West Palm Beach, FL 33401

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are: Amie Riggle Berlin, Esq.
 Securities and Exchange Commission
 801 Brickell Avenue, Suite 1950
 Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

Plaintiff(s)

v.)

COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* John Gissas
1406 Olustee Place
The Villages, FL 32163

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)
)
)
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)

Plaintiff(s))
v.) Civil Action No.
)
COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)
)

Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Joseph W. LaForte a/k/a Joe Mac and Joe Macki
118 Hollow Street
Philadelphia, PA 19123

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
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I served the summons on *(name of individual)* _____, who is
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Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
 for the
 Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)
)
)
)

Plaintiff(s)

v.

Civil Action No.

COMPLETE BUSINESS SOLUTION GROUP, INC.
 D/B/A PAR FUNDING, ET AL.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Lisa McElhone
 107 Quayside Drive
 Jupiter, FL 33477

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
 Securities and Exchange Commission
 801 Brickell Avenue, Suite 1950
 Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
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I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s)

v.

COMPLETE BUSINESS SOLUTION GROUP, INC.
D/B/A PAR FUNDING, ET AL.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) RE Income Fund 2 LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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was received by me on *(date)* _____ .

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_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)
)
)
)
_____)
Plaintiff(s))
v.)

Civil Action No. _____

COMPLETE BUSINESS SOLUTION GROUP, INC.)
D/B/A PAR FUNDING, ET AL.)
)
_____)
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* RE Income Fund LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

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CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
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I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES AND EXCHANGE COMMISSION)

Plaintiff(s)

v.

Civil Action No.

COMPLETE BUSINESS SOLUTION GROUP, INC.
D/B/A PAR FUNDING, ET AL.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Retirement Evolution Group, LLC
c/o John M. Gissa, Registered Agent
3990 E. SR 44, Suite 202
Wildwood, FL 34785

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Amie Riggle Berlin, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, FL 33131

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CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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I served the summons on *(name of individual)* _____, who is
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_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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I left the summons at the individual's residence or usual place of abode with *(name)* _____
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on *(date)* _____, and mailed a copy to the individual's last known address; or

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:



PETER H. LEVITT
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131
DIRECT (305) 415-9447
FAX (305) 415-9847
EMAIL plevitt@shutts.com

September 4, 2020

BY EMAIL AND U.S. MAIL

Gaetan J. Alfano, Esq.
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
1818 Market Street, Suite 3402
Philadelphia, PA 19103
GJA@Pietragallo.com

Re: CBSG Receivership/Fox Rothschild LLP



Dear Mr. Alfano,

As you know, this Firm represents Fox Rothschild LLP in this matter. This letter will address the issue of the Receiver's request that Fox refund certain monies paid to it by Complete Business Solutions Group, Inc. ("CBSG"). As explained below, Fox and this Firm have concluded that a portion of the monies received by Fox from CBSG prior to the appointment of the Receiver are for earned fees and actual costs, are the property of Fox and are not refundable.

On Friday, July 24, 2020, Brett Berman spoke with Joseph LaForte and requested that CBSG pay Fox monies for fees already incurred and for work moving forward. Mr. Berman advised Joseph LaForte that Fox had incurred substantial attorney time charges for work already performed for CBSG. Mr. Berman further advised Joseph LaForte that, in view of the filing of an SEC action against CBSG, Fox needed to have these earned fees paid and also to have an additional retainer to defend CBSG in the SEC action and to pay for ongoing legal work for CBSG. Mr. Berman and Joseph LaForte agreed that CBSG would make immediate payment to Fox and that Fox could use the money to pay unbilled attorney time charges, with the balance as a retainer for future work. On July 24, 2020, CBSG initiated an ACH payment to Fox in the amount of \$1,500,000. On July 27, 2020, Fox's accounting department posted the ACH payment to Fox's billing system.

As of July 27, 2020, Fox had \$633,270.95 in earned but unbilled attorney time entered in its time-keeping system. There may be additional attorney hours for work through this date that were not posted in Fox's billing system.

Fox earned these fees through its services, and its client agreed to pay these fees. The agreement was reached by telephone on July 24th. Fox chose not to immediately transfer the funds to its operating account, but, rather, kept the monies in its trust account. While Fox had the right to immediately apply the monies, as per its agreement with its client, the firm understood that questions might arise concerning the payment. After the Receiver was

Gaëtan J. Alfano, Esq.

September 4, 2020

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appointed, Fox disclosed the payment and retained the funds in the trust account.

Any objections by the Receiver to Fox being paid for its pre-receivership earned fees are not well-founded. The \$633,270.95 in funds is the property of Fox.

The monies that Fox has withheld are its pre-receivership property, based on its agreement with its client. Moreover, under Pennsylvania law, Fox has a retaining lien on the funds it is withholding for services rendered. Under Pennsylvania law, which is applicable in determining Fox's property rights and interests, a retaining lien is not limited to documents. It also extends to funds held by a law firm. The funds at issue are not client funds, but, even if they were client funds, Fox would have a retaining lien.

Moreover, on an equitable basis, Fox has an equitable lien on the funds, to the extent of the amounts due for pre-receivership legal services. The amounts were owed to Fox; the client agreed that the amounts were owed; the client agreed to pay the amounts (without reservation or condition); and Fox received the funds. Fox performed the services, and it did so with the client's approval, prior to the appointment of the Receiver. The services provided an extremely valuable benefit to the client and to the investors in the client. Thus, even if the funds at issue are not Fox's property—and Fox believes they are—Fox has both a retaining lien and an equitable lien on the funds, and Fox is entitled to retain the funds. To be clear, Fox's position is that it owns the funds that are being withheld. It owns them outright. But, even if that were not the case, several legal doctrines exist to protect against the terribly unfair result that would occur if Fox were required to return monies that it was paid, on agreement of the client, for its hard-earned hourly legal services performed before the appointment of the Receiver.

With respect to Fox's agreement that CBSG would pay Fox \$60,000 a month as a fixed and non-refundable monthly retainer, that agreement was in connection with Fox's services in confession of judgment ("COJ") cases in Pennsylvania. These monthly payments were not refundable, even if Fox's fees for the COJ work in a given month were less than \$60,000. In every month prior to July 2020, the fees incurred by Fox were greater than \$60,000. But, for July 2020, the fees—at least the fees that were in the billing system as having been entered by the attorneys working on these cases (the actual fees for total hours worked may have been greater)—were less than \$60,000. The billed fees in the timekeeping system for the July legal work on the COJ cases total \$45,792.00. However, CBSG is not entitled to a refund of \$14,208 because the \$60,000 amount was a non-refundable retainer that Fox was entitled to credit to its own account, in full, immediately on receipt.

Fox will refund to CBSG (by paying the Receiver) the total amount of \$912,521.05, calculated as follows:

\$1,560,000 less (1) \$633,270.95 in attorney time in Fox's timekeeping system for work performed prior to the appointment of the Receiver and (2) \$14,208.00 (balance of the \$60,000 retainer that was unused but that is non-refundable).

Gaetan J. Alfano, Esq.

September 4, 2020

Page 3

Fox will make this payment immediately, and it may be accepted by the Receiver on a “without prejudice” basis.

This leaves the matter of the small “cost retainer” Fox was maintaining. Fox had a cost retainer of \$50,000, but, prior to the appointment of the Receiver, Fox had applied the cost retainer to pay out-of-pocket costs totaling \$31,639.62. The last cost payments reflected in Fox’s accounting system are payments that were paid with the cost retainer on July 7, 2020. Fox believes that there are additional costs that Fox incurred prior to the appointment of the Receiver and that the balance of the cost retainer may be utilized, as per agreement with CBSG, to pay those additional pre-receivership costs. Therefore, Fox is withholding the balance of the cost retainer—\$18,360.38—pending completion of its audit of the pre-receivership costs. Any balance of the cost retainer not needed to pay pre-receivership costs will be refunded to the Receiver. However, Fox views the cost retainer as its property to the extent that it incurred pre-receivership costs.

Accordingly, on this date, September 4, 2020, Fox will be hand-delivering a check in the amount of \$912,521.05 to one of the Receiver’s attorneys, Gaetan Alfano. Mr. Alfano indicated that he does not want the Receiver to obtain a check for less than the full amount that the Receiver presently believes should be paid. Nevertheless, we are tendering the check because that we believe that tendering the check is in the best interest of the receivership estate and is without prejudice to the Receiver’s claims, arguments, positions and assertions.

Fox is always open to discussing any issues in dispute between Fox and the Receiver, and Fox welcomes any constructive dialog that can help resolve any disputes, whether as to this matter or other matters. Rest assured that, until this matter is finally resolved, Fox will continue to hold the balance of funds in its IOLTA trust account. However, it does so without prejudice to its position that it owns the remaining funds.

Very truly yours,

SHUTTS & BOWEN LLP



Peter H. Levitt

cc: Miranda Lundeen Soto, Esq.
Timothy A. Kolaya, Esq.

Jacqmein, Victoria

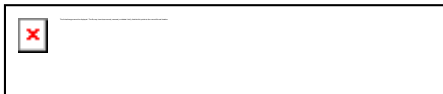
From: Berman, Brett <BBerman@foxrothschild.com>
Sent: Monday, July 27, 2020 7:33 AM
To: DeMaria, Joseph A.
Cc: Joe Cole; Joseph LaForte; Elgidely, Robert F.
Subject: Re: [EXT] Re: Computers/financials/emails

Joe d

Let's discuss. Nothing was raised in March. Just a recap of debt that extended the terms of the notes and the interest rates.

Joe can get you the other information requested.

Brett A. Berman, Esq.
Partner
Co-Chair of Litigation Department



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[\(212\) 878-7945](#) (New York office)
[\(215\) 299-2150](#) (facsimile)
bberman@foxrothschild.com

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On Jul 27, 2020, at 7:29 AM, DeMaria, Joseph A. <jdemaria@foxrothschild.com> wrote:

Joe. The key issue is a simple presentation of how much was raised in March with the recap, how much is out in the street, a rough estimate of the expenses of the business, including number of employees, and the amount of net profit one can estimate from the capital raise. Disgorgement under a new Supreme Court case is limited to net profit of the business. You are entitled to deduct legitimate business expenses. Not distributions to the owners. But legitimate expenses. And since the asset freeze is tied to the disgorgement if we can get the number down that helps.

Also we need to explain how that payments From the borrowers are collected and when payments to the investors are made. We need to show the regularity of the operation.

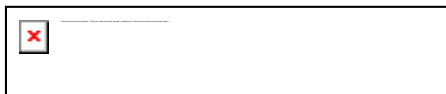
Sent from Joe DeMaria's iPhone
305-322-2263
Please excuse any typos.

On Jul 27, 2020, at 7:22 AM, Berman, Brett <BBerman@foxrothschild.com> wrote:

Joe cole

Let me know when you are free and we can get on a call with joe D ASAP this morning. Thanks.

Brett A. Berman, Esq.
Partner
Co-Chair of Litigation Department



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Illinois | Minnesota | Nevada | New Jersey | New York | North Carolina |
Pennsylvania | South Carolina | Texas | Washington

On Jul 27, 2020, at 7:13 AM, DeMaria, Joseph A.
<jdemaria@foxrothschild.com> wrote:

Joe. Call my cell below. I'll explain the process. Bottom line if a receiver is appointed, which we are resisting, the receiver takes over your business. That means they get the original ode documents. You need to take your download away from the business so you ha e a personal copy in case this happens. But call me as I have some questions.

Sent from Joe DeMaria's iPhone

305-322-2263

Please excuse any typos.

On Jul 27, 2020, at 7:05 AM, Joe Cole
<joecole@parfunding.com> wrote:

To update you guys, we have backups made of the cloud server accounting files and our local network servers.

In the event that we have to turn the files over, it would make more sense to give the receiver these files rather than the admin rights to our third party vendor housing all the other company files.

Also the FSP / CBSG email servers will take a couple days to create an archive copy from the quantity of data we have saved. Kevin and I followed up with their technical support team last night and are following the procedures provided for companies that routinely archive their email files. To avoid disruptions in communications, we should consider setting up a separate domain to handle communications if we're also unable to access our email servers.

Please confirm if this works and our game plan for today if the court moves forward with the injunction. Thanks.

Joe Cole

On Sun, Jul 26, 2020 at 12:39 PM Berman, Brett
<BBerman@foxrothschild.com> wrote:

Is there anyway that Kevin or someone else can have a backup created today?

Brett A. Berman, Esq.
Partner
Co-Chair of Litigation Department



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bberman@foxrothschild.com

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Pennsylvania | South Carolina | Texas |
Washington

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Jacqmein, Victoria

From: Aida Lau <aida@parfunding.com>
Sent: Friday, July 24, 2020 6:53 PM
To: Berman, Brett
Cc: Joe Mack; Joe Cole
Subject: Fox Rothschild ACH

Hi Brett,

Please see below confirmation for \$1.5M ACH, it will get to your account first thing Monday morning, if you can confirm the ACH infomraiton as well for me please.

REDACTED -- SUBJECT TO MOTION TO SEAL [ECF NO. 758]



Thanks.

Aida Lau
Accounting Manager



20 N 3rd St
Philadelphia, PA 19106



Office: (215) 922-2636 x444



Office: (215) 268-3594



Fax: (888) 803-4886



aida@parfunding.com



12:37 PM

Complete Business Solutions Group Inc.

08/30/21

Customer Open Balance

Accrual Basis

As of July 27, 2020

Type	Date	Num	Memo	Due Date	Open Balance	Amount
KING007						
19016						
Invoice	08/06/2019	51540		08/06/2019	599,925.00	4,500,000.00
Invoice	09/10/2019	54276		09/10/2019	12,075.00	12,075.00
Invoice	09/11/2019	54325		09/11/2019	12,075.00	12,075.00
Invoice	10/03/2019			10/03/2019	12,075.00	12,075.00
Invoice	12/16/2019			12/16/2019	12,075.00	12,075.00
Total 19016					648,225.00	4,548,300.00
19017						
Invoice	08/06/2019	51539		08/06/2019	16,134,367.33	26,059,442.33
Invoice	09/10/2019	54275		09/10/2019	10,075.00	10,075.00
Invoice	09/11/2019	54327		09/11/2019	15,075.00	15,075.00
Invoice	10/03/2019			10/03/2019	10,075.00	10,075.00
Invoice	12/16/2019			12/16/2019	10,075.00	10,075.00
Total 19017					16,179,667.33	26,104,742.33
19026						
Invoice	03/02/2020			03/02/2020	4,875.00	4,875.00
Invoice	03/16/2020			03/16/2020	4,875.00	4,875.00
Invoice	03/23/2020			03/23/2020	4,875.00	4,875.00
Payment	03/26/2020				-14,625.00	-325,000.00
Total 19026					0.00	-310,375.00
20001						
Invoice	01/03/2020	57757		01/03/2020	163,750.00	250,000.00
Invoice	02/21/2020			02/21/2020	3,750.00	3,750.00
Invoice	02/28/2020			02/28/2020	3,750.00	3,750.00
Invoice	03/06/2020			03/06/2020	3,750.00	3,750.00
Invoice	03/13/2020			03/13/2020	3,750.00	3,750.00
Invoice	03/20/2020			03/20/2020	3,750.00	3,750.00
Invoice	03/27/2020			03/27/2020	3,750.00	3,750.00
Invoice	04/03/2020			04/03/2020	3,750.00	3,750.00
Invoice	04/10/2020			04/10/2020	3,750.00	3,750.00
Invoice	04/17/2020			04/17/2020	3,750.00	3,750.00
Invoice	04/24/2020			04/24/2020	3,750.00	3,750.00
Invoice	05/01/2020			05/01/2020	3,750.00	3,750.00
Invoice	05/08/2020			05/08/2020	3,750.00	3,750.00
Invoice	05/15/2020			05/15/2020	3,750.00	3,750.00
Invoice	05/22/2020			05/22/2020	3,750.00	3,750.00
Invoice	05/29/2020			05/29/2020	3,750.00	3,750.00
Invoice	06/05/2020			06/05/2020	3,750.00	3,750.00
Invoice	06/12/2020			06/12/2020	3,750.00	3,750.00
Invoice	06/19/2020			06/19/2020	3,750.00	3,750.00
Invoice	06/26/2020			06/26/2020	3,750.00	3,750.00
Invoice	07/03/2020			07/03/2020	3,750.00	3,750.00
Invoice	07/10/2020			07/10/2020	3,750.00	3,750.00
Invoice	07/17/2020			07/17/2020	3,750.00	3,750.00
Invoice	07/24/2020			07/24/2020	3,750.00	3,750.00
Total 20001					250,000.00	336,250.00
20004						
Invoice	01/29/2020	58721		01/29/2020	199,500.00	285,000.00
Invoice	03/11/2020			03/11/2020	4,275.00	4,275.00
Invoice	03/18/2020			03/18/2020	4,275.00	4,275.00
Invoice	03/25/2020			03/25/2020	4,275.00	4,275.00
Invoice	04/01/2020			04/01/2020	4,275.00	4,275.00
Invoice	04/08/2020			04/08/2020	4,275.00	4,275.00
Invoice	04/15/2020			04/15/2020	4,275.00	4,275.00
Invoice	04/22/2020			04/22/2020	4,275.00	4,275.00
Invoice	04/29/2020			04/29/2020	4,275.00	4,275.00
Invoice	05/06/2020			05/06/2020	4,275.00	4,275.00
Invoice	05/13/2020			05/13/2020	4,275.00	4,275.00
Invoice	05/20/2020			05/20/2020	4,275.00	4,275.00
Invoice	05/27/2020			05/27/2020	4,275.00	4,275.00
Invoice	06/03/2020			06/03/2020	4,275.00	4,275.00



12:37 PM

Complete Business Solutions Group Inc.

08/30/21

Customer Open Balance

Accrual Basis

As of July 27, 2020

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Invoice	06/10/2020			06/10/2020	4,275.00	4,275.00
Invoice	06/17/2020			06/17/2020	4,275.00	4,275.00
Invoice	06/24/2020			06/24/2020	4,275.00	4,275.00
Invoice	07/01/2020			07/01/2020	4,275.00	4,275.00
Invoice	07/08/2020			07/08/2020	4,275.00	4,275.00
Invoice	07/15/2020			07/15/2020	4,275.00	4,275.00
Invoice	07/22/2020			07/22/2020	4,275.00	4,275.00
Total 20004					285,000.00	370,500.00
20006						
Invoice	02/25/2020			02/25/2020	311,220.00	409,500.00
Invoice	04/14/2020			04/14/2020	6,142.50	6,142.50
Invoice	04/21/2020			04/21/2020	6,142.50	6,142.50
Invoice	04/28/2020			04/28/2020	6,142.50	6,142.50
Invoice	05/05/2020			05/05/2020	6,142.50	6,142.50
Invoice	05/12/2020			05/12/2020	6,142.50	6,142.50
Invoice	05/19/2020			05/19/2020	6,142.50	6,142.50
Invoice	05/26/2020			05/26/2020	6,142.50	6,142.50
Invoice	06/02/2020			06/02/2020	6,142.50	6,142.50
Invoice	06/09/2020			06/09/2020	6,142.50	6,142.50
Invoice	06/16/2020			06/16/2020	6,142.50	6,142.50
Invoice	06/23/2020			06/23/2020	6,142.50	6,142.50
Invoice	06/30/2020			06/30/2020	6,142.50	6,142.50
Invoice	07/07/2020			07/07/2020	6,142.50	6,142.50
Invoice	07/14/2020			07/14/2020	6,142.50	6,142.50
Invoice	07/21/2020			07/21/2020	6,142.50	6,142.50
Total 20006					403,357.50	501,637.50
20007						
Invoice	03/17/2020			03/17/2020	330,050.00	410,000.00
Invoice	05/05/2020			05/05/2020	6,150.00	6,150.00
Invoice	05/12/2020			05/12/2020	6,150.00	6,150.00
Invoice	05/19/2020			05/19/2020	6,150.00	6,150.00
Invoice	05/26/2020			05/26/2020	6,150.00	6,150.00
Invoice	06/02/2020			06/02/2020	6,150.00	6,150.00
Invoice	06/09/2020			06/09/2020	6,150.00	6,150.00
Invoice	06/16/2020			06/16/2020	6,150.00	6,150.00
Invoice	06/23/2020			06/23/2020	6,150.00	6,150.00
Invoice	06/30/2020			06/30/2020	6,150.00	6,150.00
Invoice	07/07/2020			07/07/2020	6,150.00	6,150.00
Invoice	07/14/2020			07/14/2020	6,150.00	6,150.00
Invoice	07/21/2020			07/21/2020	6,150.00	6,150.00
Total 20007					403,850.00	483,800.00
20008						
Invoice	03/24/2020			03/23/2020	14,000.00	140,000.00
Total 20008					14,000.00	140,000.00
20010						
Invoice	03/30/2020			03/30/2020	342,350.00	410,000.00
Invoice	05/18/2020			05/18/2020	6,150.00	6,150.00
Invoice	05/22/2020			05/22/2020	6,150.00	6,150.00
Invoice	06/01/2020			06/01/2020	6,150.00	6,150.00
Invoice	06/08/2020			06/08/2020	6,150.00	6,150.00
Invoice	06/15/2020			06/15/2020	6,150.00	6,150.00
Invoice	06/22/2020			06/22/2020	6,150.00	6,150.00
Invoice	06/29/2020			06/29/2020	6,150.00	6,150.00
Invoice	07/06/2020			07/06/2020	6,150.00	6,150.00
Invoice	07/13/2020			07/13/2020	6,150.00	6,150.00
Invoice	07/20/2020			07/20/2020	6,150.00	6,150.00
Invoice	07/27/2020			07/27/2020	6,150.00	6,150.00
Total 20010					410,000.00	477,650.00

12:37 PM

Complete Business Solutions Group Inc.

08/30/21

Customer Open Balance

Accrual Basis

As of July 27, 2020

Type	Date	Num	Memo	Due Date	Open Balance	Amount
20013						
Invoice	04/30/2020			04/30/2020	925,806.56	1,400,000.00
Total 20013					925,806.56	1,400,000.00
20014						
Invoice	05/18/2020			05/18/2020	1,000,000.00	1,000,000.00
Total 20014					1,000,000.00	1,000,000.00
Total KING007					20,519,906.39	35,052,504.83
TOTAL					20,519,906.39	35,052,504.83

Summary of Balance Details for KING007 (Kingdom Logistics)

Source: QuickBooks

Sum of Amount Years	Date	Type			Grand Total
		Credit Memo	Invoice	Payment	
2018	Qtr4	(710,507.33)	11,103,438.68	(279,306.32)	10,113,625.03
2018 Total		(710,507.33)	11,103,438.68	(279,306.32)	10,113,625.03
2019	Qtr1		8,773,248.58	(3,735,170.28)	5,038,078.30
2019	Qtr2	(1,191,515.46)	15,523,466.77	(6,861,376.56)	7,470,574.75
2019	Qtr3	(22,944,546.42)	31,850,010.67	(2,882,150.00)	6,023,314.25
2019	Qtr4		434,175.00	(3,446,875.00)	(3,012,700.00)
2019 Total		(24,136,061.88)	56,580,901.02	(16,925,571.84)	15,519,267.30
2020	Qtr1		2,378,652.50	(3,769,552.50)	(1,390,900.00)
2020	Qtr2		2,795,167.50	(4,136,423.34)	(1,341,255.84)
2020	Qtr3		93,577.50	(1,513,188.22)	(1,419,610.72)
2020 Total			5,267,397.50	(9,419,164.06)	(4,151,766.56)
Grand Total		(24,846,569.21)	72,951,737.20	(26,624,042.22)	21,481,125.77

11:49 AM
08/30/21

Complete Business Solutions Group Inc.

Accrual Basis

Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	37183	11/30/2018	11/30/2018		224,750.00	
Payment	1811300427	11/30/2018			-1,798.00	
Payment	1812030397	12/03/2018			-1,798.00	
Payment	1812040398	12/04/2018			-1,798.00	
Payment	1812050390	12/05/2018			-1,798.00	
Payment	1812060385	12/06/2018			-1,798.00	
Invoice	37652	12/07/2018	12/07/2018		525,000.00	
Payment	1812070407	12/07/2018			-1,798.00	
Payment	1812100390	12/10/2018			-1,798.00	
Payment	1812100391	12/10/2018			-1,363.63	
Payment	1812110374	12/11/2018			-1,798.00	
Payment	1812110375	12/11/2018			-1,363.63	
Payment	1812120368	12/12/2018			-1,798.00	
Payment	1812120369	12/12/2018			-1,363.63	
Payment	1812130376	12/13/2018			-1,798.00	
Payment	1812130377	12/13/2018			-1,363.63	
Payment	1812140386	12/14/2018			-1,798.00	
Payment	1812140387	12/14/2018			-1,363.63	
Payment	1812170376	12/17/2018			-1,798.00	
Payment	1812170377	12/17/2018			-1,363.63	
Payment	1812180387	12/18/2018			-1,798.00	
Payment	1812180388	12/18/2018			-1,363.63	
Payment	1812190368	12/19/2018			-1,798.00	
Payment	1812190369	12/19/2018			-1,363.63	
Payment	1812200367	12/20/2018			-1,798.00	
Payment	1812200368	12/20/2018			-1,363.63	
Credit Memo	39484	12/21/2018	12/21/2018		-197,780.00	
Credit Memo	39485	12/21/2018	12/21/2018		-512,727.33	
Invoice	38442	12/21/2018	12/21/2018		8,051,331.25	
Invoice	39483	12/21/2018	12/21/2018		2,036,357.43	
Payment	1812210370	12/21/2018			-15,000.00	
Payment	1812210371	12/21/2018			-15,000.00	
Payment	1812210372	12/21/2018			-9,722.73	
Payment	1812240346	12/24/2018			-15,000.00	
Payment	1812240347	12/24/2018			-15,000.00	
Payment	1812240348	12/24/2018			-9,722.73	
Payment	1812260350	12/26/2018			-15,000.00	
Payment	1812260351	12/26/2018			-15,000.00	
Payment	1812260352	12/26/2018			-9,722.73	
Payment	1812270365	12/27/2018			-15,000.00	
Payment	1812270366	12/27/2018			-15,000.00	
Payment	1812270367	12/27/2018			-9,722.73	
Payment	1812280366	12/28/2018			-15,000.00	
Payment	1812280367	12/28/2018			-15,000.00	
Payment	1812280368	12/28/2018			-9,722.73	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	38666	12/31/2018	12/31/2018		266,000.00	
Payment	1812310374	12/31/2018			-15,000.00	
Payment	1812310375	12/31/2018			-15,000.00	
Payment	1812310376	12/31/2018			-9,722.73	
Payment	1812310377	12/31/2018			-1,727.27	
Payment	1901020337	01/02/2019			-15,000.00	
Payment	1901020338	01/02/2019			-15,000.00	
Payment	1901020339	01/02/2019			-9,722.73	
Payment	1901020340	01/02/2019			-1,727.27	
Payment	1901030348	01/03/2019			-15,000.00	
Payment	1901030349	01/03/2019			-15,000.00	
Payment	1901030350	01/03/2019			-9,722.73	
Payment	1901030351	01/03/2019			-1,727.27	
Payment	1901040507	01/04/2019			-15,000.00	
Payment	1901040508	01/04/2019			-15,000.00	
Payment	1901040509	01/04/2019			-9,722.73	
Payment	1901040510	01/04/2019			-1,727.27	
Payment	1901070332	01/07/2019			-15,000.00	
Payment	1901070333	01/07/2019			-15,000.00	
Payment	1901070334	01/07/2019			-9,722.73	
Payment	1901070335	01/07/2019			-1,727.27	
Payment	1901080328	01/08/2019			-15,000.00	
Payment	1901080329	01/08/2019			-15,000.00	
Payment	1901080330	01/08/2019			-9,722.73	
Payment	1901080331	01/08/2019			-1,727.27	
Payment	1901090325	01/09/2019			-15,000.00	
Payment	1901090326	01/09/2019			-15,000.00	
Payment	1901090327	01/09/2019			-9,722.73	
Payment	1901090328	01/09/2019			-1,727.27	
Payment	1901100342	01/10/2019			-15,000.00	
Payment	1901100343	01/10/2019			-15,000.00	
Payment	1901100344	01/10/2019			-9,722.73	
Payment	1901100345	01/10/2019			-1,727.27	
Payment	1901110347	01/11/2019			-15,000.00	
Payment	1901110348	01/11/2019			-15,000.00	
Payment	1901110349	01/11/2019			-9,722.73	
Payment	1901110350	01/11/2019			-1,727.27	
Payment	1901140334	01/14/2019			-15,000.00	
Payment	1901140335	01/14/2019			-15,000.00	
Payment	1901140336	01/14/2019			-9,722.73	
Payment	1901140337	01/14/2019			-1,727.27	
Invoice	39613	01/15/2019	01/15/2019		1,716,000.00	
Payment	1901150183	01/15/2019			-15,000.00	
Payment	1901150184	01/15/2019			-15,000.00	
Payment	1901150185	01/15/2019			-9,722.73	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1901150186	01/15/2019			-1,727.27	
Payment	1901160312	01/16/2019			-15,000.00	
Payment	1901160313	01/16/2019			-15,000.00	
Payment	1901160314	01/16/2019			-9,722.73	
Payment	1901160315	01/16/2019			-1,727.27	
Payment	1901160316	01/16/2019			-8,937.50	
Payment	1901170325	01/17/2019			-15,000.00	
Payment	1901170326	01/17/2019			-15,000.00	
Payment	1901170327	01/17/2019			-9,722.73	
Payment	1901170328	01/17/2019			-1,727.27	
Payment	1901170329	01/17/2019			-8,937.50	
Payment	1901180329	01/18/2019			-15,000.00	
Payment	1901180330	01/18/2019			-15,000.00	
Payment	1901180331	01/18/2019			-9,722.73	
Payment	1901180332	01/18/2019			-1,727.27	
Payment	1901180333	01/18/2019			-8,937.50	
Payment	1901220319	01/22/2019			-15,000.00	
Payment	1901220320	01/22/2019			-15,000.00	
Payment	1901220321	01/22/2019			-9,722.73	
Payment	1901220322	01/22/2019			-1,727.27	
Payment	1901220323	01/22/2019			-8,937.50	
Payment	1901230317	01/23/2019			-15,000.00	
Payment	1901230318	01/23/2019			-15,000.00	
Payment	1901230319	01/23/2019			-9,722.73	
Payment	1901230320	01/23/2019			-1,727.27	
Payment	1901230321	01/23/2019			-8,937.50	
Payment	1901240319	01/24/2019			-15,000.00	
Payment	1901240320	01/24/2019			-15,000.00	
Payment	1901240321	01/24/2019			-9,722.73	
Payment	1901240322	01/24/2019			-1,727.27	
Payment	1901240323	01/24/2019			-8,937.50	
Payment	1901250322	01/25/2019			-15,000.00	
Payment	1901250323	01/25/2019			-15,000.00	
Payment	1901250324	01/25/2019			-9,722.73	
Payment	1901250325	01/25/2019			-1,727.27	
Payment	1901250326	01/25/2019			-8,937.50	
Payment	1901280299	01/28/2019			-15,000.00	
Payment	1901280300	01/28/2019			-15,000.00	
Payment	1901280301	01/28/2019			-9,722.73	
Payment	1901280302	01/28/2019			-1,727.27	
Payment	1901280303	01/28/2019			-8,937.50	
Payment	1901290290	01/29/2019			-15,000.00	
Payment	1901290291	01/29/2019			-15,000.00	
Payment	1901290292	01/29/2019			-9,722.73	
Payment	1901290293	01/29/2019			-1,727.27	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1901290294	01/29/2019			-8,937.50	
Payment	1901300286	01/30/2019			-15,000.00	
Payment	1901300287	01/30/2019			-15,000.00	
Payment	1901300288	01/30/2019			-9,722.73	
Payment	1901300289	01/30/2019			-1,727.27	
Payment	1901300290	01/30/2019			-8,937.50	
Payment	1901310291	01/31/2019			-15,000.00	
Payment	1901310292	01/31/2019			-15,000.00	
Payment	1901310293	01/31/2019			-9,722.73	
Payment	1901310294	01/31/2019			-1,727.27	
Payment	1901310295	01/31/2019			-8,937.50	
Payment	1902010323	02/01/2019			-15,000.00	
Payment	1902010324	02/01/2019			-15,000.00	
Payment	1902010325	02/01/2019			-9,722.73	
Payment	1902010326	02/01/2019			-1,727.27	
Payment	1902010327	02/01/2019			-8,937.50	
Payment	1902040299	02/04/2019			-15,000.00	
Payment	1902040300	02/04/2019			-15,000.00	
Payment	1902040301	02/04/2019			-9,722.73	
Payment	1902040302	02/04/2019			-1,727.27	
Payment	1902040303	02/04/2019			-8,937.50	
Payment	1902050163	02/05/2019			-15,000.00	
Payment	1902050164	02/05/2019			-15,000.00	
Payment	1902050165	02/05/2019			-9,722.73	
Payment	1902050166	02/05/2019			-1,727.27	
Payment	1902050167	02/05/2019			-8,937.50	
Payment	1902060286	02/06/2019			-15,000.00	
Payment	1902060287	02/06/2019			-15,000.00	
Payment	1902060288	02/06/2019			-9,722.73	
Payment	1902060289	02/06/2019			-1,727.27	
Payment	1902060290	02/06/2019			-8,937.50	
Payment	1902070303	02/07/2019			-15,000.00	
Payment	1902070304	02/07/2019			-15,000.00	
Payment	1902070305	02/07/2019			-9,722.73	
Payment	1902070306	02/07/2019			-1,727.27	
Payment	1902070307	02/07/2019			-8,937.50	
Invoice	40866	02/08/2019	02/08/2019		660,000.00	
Payment	1902080315	02/08/2019			-15,000.00	
Payment	1902080316	02/08/2019			-15,000.00	
Payment	1902080317	02/08/2019			-9,722.73	
Payment	1902080318	02/08/2019			-1,727.27	
Payment	1902080319	02/08/2019			-8,937.50	
Invoice	40953	02/11/2019	02/11/2019		660,000.00	
Payment	1902110290	02/11/2019			-15,000.00	
Payment	1902110291	02/11/2019			-15,000.00	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1902110292	02/11/2019			-9,722.73	
Payment	1902110293	02/11/2019			-1,727.27	
Payment	1902110294	02/11/2019			-8,937.50	
Payment	1902110295	02/11/2019			-4,285.71	
Payment	1902120289	02/12/2019			-15,000.00	
Payment	1902120290	02/12/2019			-15,000.00	
Payment	1902120291	02/12/2019			-9,722.73	
Payment	1902120292	02/12/2019			-1,727.27	
Payment	1902120293	02/12/2019			-8,937.50	
Payment	1902120294	02/12/2019			-4,285.71	
Payment	1902120295	02/12/2019			-4,285.71	
Payment	1902130292	02/13/2019			-15,000.00	
Payment	1902130293	02/13/2019			-15,000.00	
Payment	1902130294	02/13/2019			-9,722.73	
Payment	1902130295	02/13/2019			-1,727.27	
Payment	1902130296	02/13/2019			-8,937.50	
Payment	1902130297	02/13/2019			-4,285.71	
Payment	1902130298	02/13/2019			-4,285.71	
Invoice	41115	02/14/2019	02/14/2019		660,000.00	
Payment	1902140296	02/14/2019			-15,000.00	
Payment	1902140297	02/14/2019			-15,000.00	
Payment	1902140298	02/14/2019			-9,722.73	
Payment	1902140299	02/14/2019			-1,727.27	
Payment	1902140300	02/14/2019			-8,937.50	
Payment	1902140301	02/14/2019			-4,285.71	
Payment	1902140302	02/14/2019			-4,285.71	
Payment	1902140303	02/14/2019			-4,285.71	
Payment	1902150307	02/15/2019			-15,000.00	
Payment	1902150308	02/15/2019			-15,000.00	
Payment	1902150309	02/15/2019			-9,722.73	
Payment	1902150310	02/15/2019			-1,727.27	
Payment	1902150311	02/15/2019			-8,937.50	
Payment	1902150312	02/15/2019			-4,285.71	
Payment	1902150313	02/15/2019			-4,285.71	
Payment	1902150314	02/15/2019			-4,285.71	
Payment	1902190290	02/19/2019			-15,000.00	
Payment	1902190291	02/19/2019			-15,000.00	
Payment	1902190292	02/19/2019			-9,722.73	
Payment	1902190293	02/19/2019			-1,727.27	
Payment	1902190294	02/19/2019			-8,937.50	
Payment	1902190295	02/19/2019			-4,285.71	
Payment	1902190296	02/19/2019			-4,285.71	
Payment	1902190297	02/19/2019			-4,285.71	
Payment	1902200297	02/20/2019			-15,000.00	
Payment	1902200298	02/20/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1902200299	02/20/2019			-9,722.73	
Payment	1902200300	02/20/2019			-1,727.27	
Payment	1902200301	02/20/2019			-8,937.50	
Payment	1902200302	02/20/2019			-4,285.71	
Payment	1902200303	02/20/2019			-4,285.71	
Payment	1902200304	02/20/2019			-4,285.71	
Payment	1902210295	02/21/2019			-15,000.00	
Payment	1902210296	02/21/2019			-15,000.00	
Payment	1902210297	02/21/2019			-9,722.73	
Payment	1902210298	02/21/2019			-1,727.27	
Payment	1902210299	02/21/2019			-8,937.50	
Payment	1902210300	02/21/2019			-4,285.71	
Payment	1902210301	02/21/2019			-4,285.71	
Payment	1902210302	02/21/2019			-4,285.71	
Payment	1902220304	02/22/2019			-15,000.00	
Payment	1902220305	02/22/2019			-15,000.00	
Payment	1902220306	02/22/2019			-9,722.73	
Payment	1902220307	02/22/2019			-1,727.27	
Payment	1902220308	02/22/2019			-8,937.50	
Payment	1902220309	02/22/2019			-4,285.71	
Payment	1902220310	02/22/2019			-4,285.71	
Payment	1902220311	02/22/2019			-4,285.71	
Invoice	41599	02/25/2019	02/25/2019		990,000.00	
Payment	1902250286	02/25/2019			-15,000.00	
Payment	1902250287	02/25/2019			-15,000.00	
Payment	1902250288	02/25/2019			-9,722.73	
Payment	1902250289	02/25/2019			-1,727.27	
Payment	1902250290	02/25/2019			-8,937.50	
Payment	1902250291	02/25/2019			-4,285.71	
Payment	1902250292	02/25/2019			-4,285.71	
Payment	1902250293	02/25/2019			-4,285.71	
Payment	1902250294	02/25/2019			-5,380.43	
Payment	1902260280	02/26/2019			-15,000.00	
Payment	1902260281	02/26/2019			-15,000.00	
Payment	1902260282	02/26/2019			-9,722.73	
Payment	1902260283	02/26/2019			-1,727.27	
Payment	1902260284	02/26/2019			-8,937.50	
Payment	1902260285	02/26/2019			-4,285.71	
Payment	1902260286	02/26/2019			-4,285.71	
Payment	1902260287	02/26/2019			-4,285.71	
Payment	1902260288	02/26/2019			-5,380.43	
Payment	1902270289	02/27/2019			-15,000.00	
Payment	1902270290	02/27/2019			-15,000.00	
Payment	1902270291	02/27/2019			-9,722.73	
Payment	1902270292	02/27/2019			-1,727.27	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1902270293	02/27/2019			-8,937.50	
Payment	1902270294	02/27/2019			-4,285.71	
Payment	1902270295	02/27/2019			-4,285.71	
Payment	1902270296	02/27/2019			-4,285.71	
Payment	1902270297	02/27/2019			-5,380.43	
Payment	1902280305	02/28/2019			-15,000.00	
Payment	1902280306	02/28/2019			-15,000.00	
Payment	1902280307	02/28/2019			-9,722.73	
Payment	1902280308	02/28/2019			-1,727.27	
Payment	1902280309	02/28/2019			-8,937.50	
Payment	1902280310	02/28/2019			-4,285.71	
Payment	1902280311	02/28/2019			-4,285.71	
Payment	1902280312	02/28/2019			-4,285.71	
Payment	1902280313	02/28/2019			-5,380.43	
Invoice	41963	03/01/2019	03/01/2019		1,227,600.00	
Payment	1903010310	03/01/2019			-15,000.00	
Payment	1903010311	03/01/2019			-15,000.00	
Payment	1903010312	03/01/2019			-9,722.73	
Payment	1903010313	03/01/2019			-1,727.27	
Payment	1903010314	03/01/2019			-8,937.50	
Payment	1903010315	03/01/2019			-4,285.71	
Payment	1903010316	03/01/2019			-4,285.71	
Payment	1903010317	03/01/2019			-4,285.71	
Payment	1903010318	03/01/2019			-5,380.43	
Payment	1903010319	03/01/2019			-6,671.74	
Payment	1903040283	03/04/2019			-15,000.00	
Payment	1903040284	03/04/2019			-15,000.00	
Payment	1903040285	03/04/2019			-9,722.73	
Payment	1903040286	03/04/2019			-1,727.27	
Payment	1903040287	03/04/2019			-8,937.50	
Payment	1903040288	03/04/2019			-4,285.71	
Payment	1903040289	03/04/2019			-4,285.71	
Payment	1903040290	03/04/2019			-4,285.71	
Payment	1903040291	03/04/2019			-5,380.43	
Payment	1903040292	03/04/2019			-6,671.74	
Payment	1903050282	03/05/2019			-15,000.00	
Payment	1903050283	03/05/2019			-15,000.00	
Payment	1903050284	03/05/2019			-9,722.73	
Payment	1903050285	03/05/2019			-1,727.27	
Payment	1903050286	03/05/2019			-8,937.50	
Payment	1903050287	03/05/2019			-4,285.71	
Payment	1903050288	03/05/2019			-4,285.71	
Payment	1903050289	03/05/2019			-4,285.71	
Payment	1903050290	03/05/2019			-5,380.43	
Payment	1903050291	03/05/2019			-6,671.74	

Complete Business Solutions Group Inc

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1903060278	03/06/2019			-15,000.00	
Payment	1903060279	03/06/2019			-15,000.00	
Payment	1903060280	03/06/2019			-9,722.73	
Payment	1903060281	03/06/2019			-1,727.27	
Payment	1903060282	03/06/2019			-8,937.50	
Payment	1903060283	03/06/2019			-4,285.71	
Payment	1903060284	03/06/2019			-4,285.71	
Payment	1903060285	03/06/2019			-4,285.71	
Payment	1903060286	03/06/2019			-5,380.43	
Payment	1903060287	03/06/2019			-6,671.74	
Payment	1903070275	03/07/2019			-15,000.00	
Payment	1903070276	03/07/2019			-15,000.00	
Payment	1903070277	03/07/2019			-9,722.73	
Payment	1903070278	03/07/2019			-1,727.27	
Payment	1903070279	03/07/2019			-8,937.50	
Payment	1903070280	03/07/2019			-4,285.71	
Payment	1903070281	03/07/2019			-4,285.71	
Payment	1903070282	03/07/2019			-4,285.71	
Payment	1903070283	03/07/2019			-5,380.43	
Payment	1903070284	03/07/2019			-6,671.74	
Payment	1903080288	03/08/2019			-15,000.00	
Payment	1903080289	03/08/2019			-15,000.00	
Payment	1903080290	03/08/2019			-9,722.73	
Payment	1903080291	03/08/2019			-1,727.27	
Payment	1903080292	03/08/2019			-8,937.50	
Payment	1903080293	03/08/2019			-4,285.71	
Payment	1903080294	03/08/2019			-4,285.71	
Payment	1903080295	03/08/2019			-4,285.71	
Payment	1903080296	03/08/2019			-5,380.43	
Payment	1903080297	03/08/2019			-6,671.74	
Payment	1903110265	03/11/2019			-15,000.00	
Payment	1903110266	03/11/2019			-15,000.00	
Payment	1903110267	03/11/2019			-9,722.73	
Payment	1903110268	03/11/2019			-1,727.27	
Payment	1903110269	03/11/2019			-8,937.50	
Payment	1903110270	03/11/2019			-4,285.71	
Payment	1903110271	03/11/2019			-4,285.71	
Payment	1903110272	03/11/2019			-4,285.71	
Payment	1903110273	03/11/2019			-5,380.43	
Payment	1903110274	03/11/2019			-6,671.74	
Invoice	42629	03/12/2019	03/12/2019		990,000.00	
Payment	1903120265	03/12/2019			-15,000.00	
Payment	1903120266	03/12/2019			-15,000.00	
Payment	1903120267	03/12/2019			-9,722.73	
Payment	1903120268	03/12/2019			-1,727.27	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1903120269	03/12/2019			-8,937.50	
Payment	1903120270	03/12/2019			-4,285.71	
Payment	1903120271	03/12/2019			-4,285.71	
Payment	1903120272	03/12/2019			-4,285.71	
Payment	1903120273	03/12/2019			-5,380.43	
Payment	1903120274	03/12/2019			-6,671.74	
Payment	1903120275	03/12/2019			-6,428.57	
Payment	1903130254	03/13/2019			-15,000.00	
Payment	1903130255	03/13/2019			-15,000.00	
Payment	1903130256	03/13/2019			-9,722.73	
Payment	1903130257	03/13/2019			-1,727.27	
Payment	1903130258	03/13/2019			-8,937.50	
Payment	1903130259	03/13/2019			-4,285.71	
Payment	1903130260	03/13/2019			-4,285.71	
Payment	1903130261	03/13/2019			-4,285.71	
Payment	1903130262	03/13/2019			-5,380.43	
Payment	1903130263	03/13/2019			-6,671.74	
Payment	1903130264	03/13/2019			-6,428.57	
Payment	1903140264	03/14/2019			-15,000.00	
Payment	1903140265	03/14/2019			-15,000.00	
Payment	1903140266	03/14/2019			-9,722.73	
Payment	1903140267	03/14/2019			-1,727.27	
Payment	1903140268	03/14/2019			-8,937.50	
Payment	1903140269	03/14/2019			-4,285.71	
Payment	1903140270	03/14/2019			-4,285.71	
Payment	1903140271	03/14/2019			-4,285.71	
Payment	1903140272	03/14/2019			-5,380.43	
Payment	1903140273	03/14/2019			-6,671.74	
Payment	1903140274	03/14/2019			-6,428.57	
Invoice	42898	03/15/2019	03/15/2019		1,815,000.00	
Payment	1903150279	03/15/2019			-15,000.00	
Payment	1903150280	03/15/2019			-15,000.00	
Payment	1903150281	03/15/2019			-9,722.73	
Payment	1903150282	03/15/2019			-1,727.27	
Payment	1903150283	03/15/2019			-8,937.50	
Payment	1903150284	03/15/2019			-4,285.71	
Payment	1903150285	03/15/2019			-4,285.71	
Payment	1903150286	03/15/2019			-4,285.71	
Payment	1903150287	03/15/2019			-5,380.43	
Payment	1903150288	03/15/2019			-6,671.74	
Payment	1903150289	03/15/2019			-6,428.57	
Payment	1903150290	03/15/2019			-9,355.67	
Payment	190318257	03/18/2019			-15,000.00	
Payment	190318258	03/18/2019			-15,000.00	
Payment	190318259	03/18/2019			-9,722.73	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	190318260	03/18/2019			-1,727.27	
Payment	190318261	03/18/2019			-8,937.50	
Payment	190318262	03/18/2019			-4,285.71	
Payment	190318263	03/18/2019			-4,285.71	
Payment	190318264	03/18/2019			-4,285.71	
Payment	190318265	03/18/2019			-5,380.43	
Payment	190318266	03/18/2019			-6,671.74	
Payment	190318267	03/18/2019			-6,428.57	
Payment	190318268	03/18/2019			-9,355.67	
Payment	1903190250	03/19/2019			-15,000.00	
Payment	1903190251	03/19/2019			-15,000.00	
Payment	1903190252	03/19/2019			-9,722.73	
Payment	1903190253	03/19/2019			-1,727.27	
Payment	1903190254	03/19/2019			-8,937.50	
Payment	1903190255	03/19/2019			-4,285.71	
Payment	1903190256	03/19/2019			-4,285.71	
Payment	1903190257	03/19/2019			-4,285.71	
Payment	1903190258	03/19/2019			-5,380.43	
Payment	1903190259	03/19/2019			-6,671.74	
Payment	1903190260	03/19/2019			-6,428.57	
Payment	1903190261	03/19/2019			-9,355.67	
Payment	1903200252	03/20/2019			-15,000.00	
Payment	1903200253	03/20/2019			-15,000.00	
Payment	1903200254	03/20/2019			-9,722.73	
Payment	1903200255	03/20/2019			-1,727.27	
Payment	1903200256	03/20/2019			-8,937.50	
Payment	1903200257	03/20/2019			-4,285.71	
Payment	1903200258	03/20/2019			-4,285.71	
Payment	1903200259	03/20/2019			-4,285.71	
Payment	1903200260	03/20/2019			-5,380.43	
Payment	1903200261	03/20/2019			-6,671.74	
Payment	1903200262	03/20/2019			-6,428.57	
Payment	1903200263	03/20/2019			-9,355.67	
Payment	1903210246	03/21/2019			-15,000.00	
Payment	1903210247	03/21/2019			-15,000.00	
Payment	1903210248	03/21/2019			-9,722.73	
Payment	1903210249	03/21/2019			-1,727.27	
Payment	1903210250	03/21/2019			-8,937.50	
Payment	1903210251	03/21/2019			-4,285.71	
Payment	1903210252	03/21/2019			-4,285.71	
Payment	1903210253	03/21/2019			-4,285.71	
Payment	1903210254	03/21/2019			-5,380.43	
Payment	1903210255	03/21/2019			-6,671.74	
Payment	1903210256	03/21/2019			-6,428.57	
Payment	1903210257	03/21/2019			-9,355.67	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1903220260	03/22/2019			-15,000.00	
Payment	1903220261	03/22/2019			-15,000.00	
Payment	1903220262	03/22/2019			-9,722.73	
Payment	1903220263	03/22/2019			-1,727.27	
Payment	1903220264	03/22/2019			-8,937.50	
Payment	1903220265	03/22/2019			-4,285.71	
Payment	1903220266	03/22/2019			-4,285.71	
Payment	1903220267	03/22/2019			-4,285.71	
Payment	1903220268	03/22/2019			-5,380.43	
Payment	1903220269	03/22/2019			-6,671.74	
Payment	1903220270	03/22/2019			-6,428.57	
Payment	1903220271	03/22/2019			-9,355.67	
Payment	1903250241	03/25/2019			-15,000.00	
Payment	1903250242	03/25/2019			-15,000.00	
Payment	1903250243	03/25/2019			-9,722.73	
Payment	1903250244	03/25/2019			-1,727.27	
Payment	1903250245	03/25/2019			-8,937.50	
Payment	1903250246	03/25/2019			-4,285.71	
Payment	1903250247	03/25/2019			-4,285.71	
Payment	1903250248	03/25/2019			-4,285.71	
Payment	1903250249	03/25/2019			-5,380.43	
Payment	1903250250	03/25/2019			-6,671.74	
Payment	1903250251	03/25/2019			-6,428.57	
Payment	1903250252	03/25/2019			-9,355.67	
Payment	1903260250	03/26/2019			-15,000.00	
Payment	1903260251	03/26/2019			-4,861.37	
Payment	1903260252	03/26/2019			-863.64	
Payment	1903260253	03/26/2019			-4,468.75	
Payment	1903260254	03/26/2019			-2,142.86	
Payment	1903260255	03/26/2019			-2,142.86	
Payment	1903260256	03/26/2019			-2,142.86	
Payment	1903260257	03/26/2019			-2,690.22	
Payment	1903260258	03/26/2019			-3,335.87	
Payment	1903260259	03/26/2019			-3,214.29	
Payment	1903260260	03/26/2019			-4,677.84	
Invoice	43502	03/27/2019	03/27/2019		23,833.63	
Invoice	43503	03/27/2019	03/27/2019		1,036.36	
Invoice	43504	03/27/2019	03/27/2019		5,362.50	
Invoice	43505	03/27/2019	03/27/2019		2,571.42	
Invoice	43506	03/27/2019	03/27/2019		2,571.42	
Invoice	43507	03/27/2019	03/27/2019		2,571.42	
Invoice	43508	03/27/2019	03/27/2019		3,228.25	
Invoice	43509	03/27/2019	03/27/2019		4,003.04	
Invoice	43510	03/27/2019	03/27/2019		3,857.14	
Invoice	43511	03/27/2019	03/27/2019		5,613.40	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1903270243	03/27/2019			-15,000.00	
Payment	1903270244	03/27/2019			-4,861.37	
Payment	1903270245	03/27/2019			-863.64	
Payment	1903270246	03/27/2019			-4,468.75	
Payment	1903270247	03/27/2019			-2,142.86	
Payment	1903270248	03/27/2019			-2,142.86	
Payment	1903270249	03/27/2019			-2,142.86	
Payment	1903270250	03/27/2019			-2,690.22	
Payment	1903270251	03/27/2019			-3,335.87	
Payment	1903270252	03/27/2019			-3,214.29	
Payment	1903270253	03/27/2019			-4,677.84	
Payment	1903280255	03/28/2019			-15,000.00	
Payment	1903280256	03/28/2019			-4,861.37	
Payment	1903280257	03/28/2019			-863.64	
Payment	1903280258	03/28/2019			-4,468.75	
Payment	1903280259	03/28/2019			-2,142.86	
Payment	1903280260	03/28/2019			-2,142.86	
Payment	1903280261	03/28/2019			-2,142.86	
Payment	1903280262	03/28/2019			-2,690.22	
Payment	1903280263	03/28/2019			-3,335.87	
Payment	1903280264	03/28/2019			-3,214.29	
Payment	1903280265	03/28/2019			-4,677.84	
Payment	1903290257	03/29/2019			-15,000.00	
Payment	1903290258	03/29/2019			-15,000.00	
Payment	1903290259	03/29/2019			-9,722.73	
Payment	1903290260	03/29/2019			-1,727.27	
Payment	1903290261	03/29/2019			-8,937.50	
Payment	1903290262	03/29/2019			-4,285.71	
Payment	1903290263	03/29/2019			-4,285.71	
Payment	1903290264	03/29/2019			-4,285.71	
Payment	1903290265	03/29/2019			-5,380.43	
Payment	1903290266	03/29/2019			-6,671.74	
Payment	1903290267	03/29/2019			-6,428.57	
Payment	1903290268	03/29/2019			-9,355.67	
Payment	1904010234	04/01/2019			-15,000.00	
Payment	1904010235	04/01/2019			-15,000.00	
Payment	1904010236	04/01/2019			-9,722.73	
Payment	1904010237	04/01/2019			-1,727.27	
Payment	1904010238	04/01/2019			-8,937.50	
Payment	1904010239	04/01/2019			-4,285.71	
Payment	1904010240	04/01/2019			-4,285.71	
Payment	1904010241	04/01/2019			-4,285.71	
Payment	1904010242	04/01/2019			-5,380.43	
Payment	1904010243	04/01/2019			-6,671.74	
Payment	1904010244	04/01/2019			-6,428.57	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904010245	04/01/2019			-9,355.67	
Payment	1904020239	04/02/2019			-15,000.00	
Payment	1904020240	04/02/2019			-15,000.00	
Payment	1904020241	04/02/2019			-9,722.73	
Payment	1904020242	04/02/2019			-1,727.27	
Payment	1904020243	04/02/2019			-8,937.50	
Payment	1904020244	04/02/2019			-4,285.71	
Payment	1904020245	04/02/2019			-4,285.71	
Payment	1904020246	04/02/2019			-4,285.71	
Payment	1904020247	04/02/2019			-5,380.43	
Payment	1904020248	04/02/2019			-6,671.74	
Payment	1904020249	04/02/2019			-6,428.57	
Payment	1904020250	04/02/2019			-9,355.67	
Payment	1904030380	04/03/2019			-15,000.00	
Payment	1904030381	04/03/2019			-15,000.00	
Payment	1904030382	04/03/2019			-9,722.73	
Payment	1904030383	04/03/2019			-1,727.27	
Payment	1904030384	04/03/2019			-8,937.50	
Payment	1904030385	04/03/2019			-4,285.71	
Payment	1904030386	04/03/2019			-4,285.71	
Payment	1904030387	04/03/2019			-4,285.71	
Payment	1904030388	04/03/2019			-5,380.43	
Payment	1904030389	04/03/2019			-6,671.74	
Payment	1904030390	04/03/2019			-6,428.57	
Payment	1904030391	04/03/2019			-9,355.67	
Payment	1904040239	04/04/2019			-15,000.00	
Payment	1904040240	04/04/2019			-15,000.00	
Payment	1904040241	04/04/2019			-9,722.73	
Payment	1904040242	04/04/2019			-1,727.27	
Payment	1904040243	04/04/2019			-8,937.50	
Payment	1904040244	04/04/2019			-4,285.71	
Payment	1904040245	04/04/2019			-4,285.71	
Payment	1904040246	04/04/2019			-4,285.71	
Payment	1904040247	04/04/2019			-5,380.43	
Payment	1904040248	04/04/2019			-6,671.74	
Payment	1904040249	04/04/2019			-6,428.57	
Payment	1904040250	04/04/2019			-9,355.67	
Payment	1904050250	04/05/2019			-15,000.00	
Payment	1904050251	04/05/2019			-15,000.00	
Payment	1904050252	04/05/2019			-9,722.73	
Payment	1904050253	04/05/2019			-1,727.27	
Payment	1904050254	04/05/2019			-8,937.50	
Payment	1904050255	04/05/2019			-4,285.71	
Payment	1904050256	04/05/2019			-4,285.71	
Payment	1904050257	04/05/2019			-4,285.71	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904050258	04/05/2019			-5,380.43	
Payment	1904050259	04/05/2019			-6,671.74	
Payment	1904050260	04/05/2019			-6,428.57	
Payment	1904050261	04/05/2019			-9,355.67	
Invoice	44191	04/08/2019	04/08/2019		297,000.00	
Payment	1904080244	04/08/2019			-15,000.00	
Payment	1904080245	04/08/2019			-15,000.00	
Payment	1904080246	04/08/2019			-9,722.73	
Payment	1904080247	04/08/2019			-1,727.27	
Payment	1904080248	04/08/2019			-8,937.50	
Payment	1904080249	04/08/2019			-4,285.71	
Payment	1904080250	04/08/2019			-4,285.71	
Payment	1904080251	04/08/2019			-4,285.71	
Payment	1904080252	04/08/2019			-5,380.43	
Payment	1904080253	04/08/2019			-6,671.74	
Payment	1904080254	04/08/2019			-6,428.57	
Payment	1904080255	04/08/2019			-9,355.67	
Payment	1904080256	04/08/2019			-2,970.00	
Payment	1904090227	04/09/2019			-15,000.00	
Payment	1904090228	04/09/2019			-15,000.00	
Payment	1904090229	04/09/2019			-9,722.73	
Payment	1904090230	04/09/2019			-1,727.27	
Payment	1904090231	04/09/2019			-8,937.50	
Payment	1904090232	04/09/2019			-4,285.71	
Payment	1904090233	04/09/2019			-4,285.71	
Payment	1904090234	04/09/2019			-4,285.71	
Payment	1904090235	04/09/2019			-5,380.43	
Payment	1904090236	04/09/2019			-6,671.74	
Payment	1904090237	04/09/2019			-6,428.57	
Payment	1904090238	04/09/2019			-9,355.67	
Payment	1904090239	04/09/2019			-2,970.00	
Payment	1904100124	04/10/2019			-15,000.00	
Payment	1904100125	04/10/2019			-15,000.00	
Payment	1904100126	04/10/2019			-9,722.73	
Payment	1904100127	04/10/2019			-1,727.27	
Payment	1904100128	04/10/2019			-8,937.50	
Payment	1904100129	04/10/2019			-4,285.71	
Payment	1904100130	04/10/2019			-4,285.71	
Payment	1904100131	04/10/2019			-4,285.71	
Payment	1904100132	04/10/2019			-5,380.43	
Payment	1904100133	04/10/2019			-6,671.74	
Payment	1904100134	04/10/2019			-6,428.57	
Payment	1904100135	04/10/2019			-9,355.67	
Payment	1904100136	04/10/2019			-2,970.00	
Payment	1904110235	04/11/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904110236	04/11/2019			-15,000.00	
Payment	1904110237	04/11/2019			-9,722.73	
Payment	1904110238	04/11/2019			-1,727.27	
Payment	1904110239	04/11/2019			-8,937.50	
Payment	1904110240	04/11/2019			-4,285.71	
Payment	1904110241	04/11/2019			-4,285.71	
Payment	1904110242	04/11/2019			-4,285.71	
Payment	1904110243	04/11/2019			-5,380.43	
Payment	1904110244	04/11/2019			-6,671.74	
Payment	1904110245	04/11/2019			-6,428.57	
Payment	1904110246	04/11/2019			-9,355.67	
Payment	1904110247	04/11/2019			-2,970.00	
Payment	1904120241	04/12/2019			-15,000.00	
Payment	1904120242	04/12/2019			-15,000.00	
Payment	1904120243	04/12/2019			-9,722.73	
Payment	1904120244	04/12/2019			-1,727.27	
Payment	1904120245	04/12/2019			-8,937.50	
Payment	1904120246	04/12/2019			-4,285.71	
Payment	1904120247	04/12/2019			-4,285.71	
Payment	1904120248	04/12/2019			-4,285.71	
Payment	1904120249	04/12/2019			-5,380.43	
Payment	1904120250	04/12/2019			-6,671.74	
Payment	1904120251	04/12/2019			-6,428.57	
Payment	1904120252	04/12/2019			-9,355.67	
Payment	1904120253	04/12/2019			-2,970.00	
Payment	1904150227	04/15/2019			-15,000.00	
Payment	1904150228	04/15/2019			-15,000.00	
Payment	1904150229	04/15/2019			-9,722.73	
Payment	1904150230	04/15/2019			-1,727.27	
Payment	1904150231	04/15/2019			-8,937.50	
Payment	1904150232	04/15/2019			-4,285.71	
Payment	1904150233	04/15/2019			-4,285.71	
Payment	1904150234	04/15/2019			-4,285.71	
Payment	1904150235	04/15/2019			-5,380.43	
Payment	1904150236	04/15/2019			-6,671.74	
Payment	1904150237	04/15/2019			-6,428.57	
Payment	1904150238	04/15/2019			-9,355.67	
Payment	1904150239	04/15/2019			-2,970.00	
Payment	1904160235	04/16/2019			-15,000.00	
Payment	1904160236	04/16/2019			-15,000.00	
Payment	1904160237	04/16/2019			-9,722.73	
Payment	1904160238	04/16/2019			-1,727.27	
Payment	1904160239	04/16/2019			-8,937.50	
Payment	1904160240	04/16/2019			-4,285.71	
Payment	1904160241	04/16/2019			-4,285.71	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904160242	04/16/2019			-4,285.71	
Payment	1904160243	04/16/2019			-5,380.43	
Payment	1904160244	04/16/2019			-6,671.74	
Payment	1904160245	04/16/2019			-6,428.57	
Payment	1904160246	04/16/2019			-9,355.67	
Payment	1904160247	04/16/2019			-2,970.00	
Payment	1904170238	04/17/2019			-15,000.00	
Payment	1904170239	04/17/2019			-15,000.00	
Payment	1904170240	04/17/2019			-9,722.73	
Payment	1904170241	04/17/2019			-1,727.27	
Payment	1904170242	04/17/2019			-8,937.50	
Payment	1904170243	04/17/2019			-4,285.71	
Payment	1904170244	04/17/2019			-4,285.71	
Payment	1904170245	04/17/2019			-4,285.71	
Payment	1904170246	04/17/2019			-5,380.43	
Payment	1904170247	04/17/2019			-6,671.74	
Payment	1904170248	04/17/2019			-6,428.57	
Payment	1904170249	04/17/2019			-9,355.67	
Payment	1904170250	04/17/2019			-2,970.00	
Payment	1904180242	04/18/2019			-15,000.00	
Payment	1904180243	04/18/2019			-15,000.00	
Payment	1904180244	04/18/2019			-9,722.73	
Payment	1904180245	04/18/2019			-1,727.27	
Payment	1904180246	04/18/2019			-8,937.50	
Payment	1904180247	04/18/2019			-4,285.71	
Payment	1904180248	04/18/2019			-4,285.71	
Payment	1904180249	04/18/2019			-4,285.71	
Payment	1904180250	04/18/2019			-5,380.43	
Payment	1904180251	04/18/2019			-6,671.74	
Payment	1904180252	04/18/2019			-6,428.57	
Payment	1904180253	04/18/2019			-9,355.67	
Payment	1904180254	04/18/2019			-2,970.00	
Invoice	44871	04/19/2019	04/19/2019		6,582,000.00	
Payment	1904190119	04/19/2019			-15,000.00	
Payment	1904190120	04/19/2019			-15,000.00	
Payment	1904190121	04/19/2019			-9,722.73	
Payment	1904190122	04/19/2019			-1,727.27	
Payment	1904190123	04/19/2019			-8,937.50	
Payment	1904190124	04/19/2019			-4,285.71	
Payment	1904190125	04/19/2019			-4,285.71	
Payment	1904190126	04/19/2019			-4,285.71	
Payment	1904190127	04/19/2019			-5,380.43	
Payment	1904190128	04/19/2019			-6,671.74	
Payment	1904190129	04/19/2019			-6,428.57	
Payment	1904190130	04/19/2019			-9,355.67	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904190131	04/19/2019			-2,970.00	
Payment	1904190132	04/19/2019			-15,000.00	
Payment		04/19/2019			-1,338.77	
Payment	1904220220	04/22/2019			-15,000.00	
Payment	1904220221	04/22/2019			-15,000.00	
Payment	1904220222	04/22/2019			-9,722.73	
Payment	1904220223	04/22/2019			-1,727.27	
Payment	1904220224	04/22/2019			-8,937.50	
Payment	1904220225	04/22/2019			-4,285.71	
Payment	1904220226	04/22/2019			-4,285.71	
Payment	1904220227	04/22/2019			-4,285.71	
Payment	1904220228	04/22/2019			-5,380.43	
Payment	1904220229	04/22/2019			-6,671.74	
Payment	1904220230	04/22/2019			-6,428.57	
Payment	1904220231	04/22/2019			-9,355.67	
Payment	1904220232	04/22/2019			-2,970.00	
Payment	1904220233	04/22/2019			-15,000.00	
Payment	1904230218	04/23/2019			-15,000.00	
Payment	1904230219	04/23/2019			-15,000.00	
Payment	1904230220	04/23/2019			-9,722.73	
Payment	1904230221	04/23/2019			-1,727.27	
Payment	1904230222	04/23/2019			-8,937.50	
Payment	1904230223	04/23/2019			-4,285.71	
Payment	1904230224	04/23/2019			-4,285.71	
Payment	1904230225	04/23/2019			-4,285.71	
Payment	1904230226	04/23/2019			-5,380.43	
Payment	1904230227	04/23/2019			-6,671.74	
Payment	1904230228	04/23/2019			-6,428.57	
Payment	1904230229	04/23/2019			-9,355.67	
Payment	1904230230	04/23/2019			-2,970.00	
Payment	1904230231	04/23/2019			-15,000.00	
Payment	1904240222	04/24/2019			-15,000.00	
Payment	1904240223	04/24/2019			-15,000.00	
Payment	1904240224	04/24/2019			-9,722.73	
Payment	1904240225	04/24/2019			-1,727.27	
Payment	1904240226	04/24/2019			-8,937.50	
Payment	1904240227	04/24/2019			-4,285.71	
Payment	1904240228	04/24/2019			-4,285.71	
Payment	1904240229	04/24/2019			-4,285.71	
Payment	1904240230	04/24/2019			-5,380.43	
Payment	1904240231	04/24/2019			-6,671.74	
Payment	1904240232	04/24/2019			-6,428.57	
Payment	1904240233	04/24/2019			-9,355.67	
Payment	1904240234	04/24/2019			-2,970.00	
Payment	1904240235	04/24/2019			-15,000.00	

Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904250221	04/25/2019			-15,000.00	
Payment	1904250222	04/25/2019			-15,000.00	
Payment	1904250223	04/25/2019			-9,722.73	
Payment	1904250224	04/25/2019			-1,727.27	
Payment	1904250225	04/25/2019			-8,937.50	
Payment	1904250226	04/25/2019			-4,285.71	
Payment	1904250227	04/25/2019			-4,285.71	
Payment	1904250228	04/25/2019			-4,285.71	
Payment	1904250229	04/25/2019			-5,380.43	
Payment	1904250230	04/25/2019			-6,671.74	
Payment	1904250231	04/25/2019			-6,428.57	
Payment	1904250232	04/25/2019			-9,355.67	
Payment	1904250233	04/25/2019			-2,970.00	
Payment	1904250234	04/25/2019			-15,000.00	
Payment	1904260241	04/26/2019			-15,000.00	
Payment	1904260242	04/26/2019			-15,000.00	
Payment	1904260243	04/26/2019			-9,722.73	
Payment	1904260244	04/26/2019			-1,727.27	
Payment	1904260245	04/26/2019			-8,937.50	
Payment	1904260246	04/26/2019			-4,285.71	
Payment	1904260247	04/26/2019			-4,285.71	
Payment	1904260248	04/26/2019			-4,285.71	
Payment	1904260249	04/26/2019			-5,380.43	
Payment	1904260250	04/26/2019			-6,671.74	
Payment	1904260251	04/26/2019			-6,428.57	
Payment	1904260252	04/26/2019			-9,355.67	
Payment	1904260253	04/26/2019			-2,970.00	
Payment	1904260254	04/26/2019			-15,000.00	
Payment	1904290222	04/29/2019			-15,000.00	
Payment	1904290223	04/29/2019			-15,000.00	
Payment	1904290224	04/29/2019			-9,722.73	
Payment	1904290225	04/29/2019			-1,727.27	
Payment	1904290226	04/29/2019			-8,937.50	
Payment	1904290227	04/29/2019			-4,285.71	
Payment	1904290228	04/29/2019			-4,285.71	
Payment	1904290229	04/29/2019			-4,285.71	
Payment	1904290230	04/29/2019			-5,380.43	
Payment	1904290231	04/29/2019			-6,671.74	
Payment	1904290232	04/29/2019			-6,428.57	
Payment	1904290233	04/29/2019			-9,355.67	
Payment	1904290234	04/29/2019			-2,970.00	
Payment	1904290235	04/29/2019			-15,000.00	
Payment	1904300224	04/30/2019			-15,000.00	
Payment	1904300225	04/30/2019			-15,000.00	
Payment	1904300226	04/30/2019			-9,722.73	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1904300227	04/30/2019			-1,727.27	
Payment	1904300228	04/30/2019			-8,937.50	
Payment	1904300229	04/30/2019			-4,285.71	
Payment	1904300230	04/30/2019			-4,285.71	
Payment	1904300231	04/30/2019			-4,285.71	
Payment	1904300232	04/30/2019			-5,380.43	
Payment	1904300233	04/30/2019			-6,671.74	
Payment	1904300234	04/30/2019			-6,428.57	
Payment	1904300235	04/30/2019			-9,355.67	
Payment	1904300236	04/30/2019			-2,970.00	
Payment	1904300237	04/30/2019			-15,000.00	
Invoice	45454	05/01/2019	05/01/2019		646,800.00	
Payment	1905010229	05/01/2019			-15,000.00	
Payment	1905010230	05/01/2019			-15,000.00	
Payment	1905010231	05/01/2019			-9,722.73	
Payment	1905010232	05/01/2019			-1,727.27	
Payment	1905010233	05/01/2019			-8,937.50	
Payment	1905010234	05/01/2019			-4,285.71	
Payment	1905010235	05/01/2019			-4,285.71	
Payment	1905010236	05/01/2019			-4,285.71	
Payment	1905010237	05/01/2019			-5,380.43	
Payment	1905010238	05/01/2019			-6,671.74	
Payment	1905010239	05/01/2019			-6,428.57	
Payment	1905010240	05/01/2019			-9,355.67	
Payment	1905010241	05/01/2019			-2,970.00	
Payment	1905010242	05/01/2019			-15,000.00	
Payment	1905010243	05/01/2019			-3,696.00	
Payment	1905020235	05/02/2019			-15,000.00	
Payment	1905020236	05/02/2019			-15,000.00	
Payment	1905020237	05/02/2019			-9,722.73	
Payment	1905020238	05/02/2019			-1,727.27	
Payment	1905020239	05/02/2019			-8,937.50	
Payment	1905020240	05/02/2019			-4,285.71	
Payment	1905020241	05/02/2019			-4,285.71	
Payment	1905020242	05/02/2019			-4,285.71	
Payment	1905020243	05/02/2019			-5,380.43	
Payment	1905020244	05/02/2019			-6,671.74	
Payment	1905020245	05/02/2019			-6,428.57	
Payment	1905020246	05/02/2019			-9,355.67	
Payment	1905020247	05/02/2019			-2,970.00	
Payment	1905020248	05/02/2019			-15,000.00	
Payment	1905020249	05/02/2019			-3,696.00	
Payment	1905030245	05/03/2019			-15,000.00	
Payment	1905030246	05/03/2019			-15,000.00	
Payment	1905030247	05/03/2019			-9,722.73	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905030248	05/03/2019			-1,727.27	
Payment	1905030249	05/03/2019			-8,937.50	
Payment	1905030250	05/03/2019			-4,285.71	
Payment	1905030251	05/03/2019			-4,285.71	
Payment	1905030252	05/03/2019			-4,285.71	
Payment	1905030253	05/03/2019			-5,380.43	
Payment	1905030254	05/03/2019			-6,671.74	
Payment	1905030255	05/03/2019			-6,428.57	
Payment	1905030256	05/03/2019			-9,355.67	
Payment	1905030257	05/03/2019			-2,970.00	
Payment	1905030258	05/03/2019			-15,000.00	
Payment	1905030259	05/03/2019			-3,696.00	
Payment	1905060227	05/06/2019			-15,000.00	
Payment	1905060228	05/06/2019			-15,000.00	
Payment	1905060229	05/06/2019			-9,722.73	
Payment	1905060230	05/06/2019			-1,727.27	
Payment	1905060231	05/06/2019			-8,937.50	
Payment	1905060232	05/06/2019			-4,285.71	
Payment	1905060233	05/06/2019			-4,285.71	
Payment	1905060234	05/06/2019			-4,285.71	
Payment	1905060235	05/06/2019			-5,380.43	
Payment	1905060236	05/06/2019			-6,671.74	
Payment	1905060237	05/06/2019			-6,428.57	
Payment	1905060238	05/06/2019			-9,355.67	
Payment	1905060239	05/06/2019			-2,970.00	
Payment	1905060240	05/06/2019			-15,000.00	
Payment	1905060241	05/06/2019			-3,696.00	
Payment	1905070232	05/07/2019			-15,000.00	
Payment	1905070233	05/07/2019			-15,000.00	
Payment	1905070234	05/07/2019			-9,722.73	
Payment	1905070235	05/07/2019			-1,727.27	
Payment	1905070236	05/07/2019			-8,937.50	
Payment	1905070237	05/07/2019			-4,285.71	
Payment	1905070238	05/07/2019			-4,285.71	
Payment	1905070239	05/07/2019			-4,285.71	
Payment	1905070240	05/07/2019			-5,380.43	
Payment	1905070241	05/07/2019			-6,671.74	
Payment	1905070242	05/07/2019			-6,428.57	
Payment	1905070243	05/07/2019			-9,355.67	
Payment	1905070244	05/07/2019			-2,970.00	
Payment	1905070245	05/07/2019			-15,000.00	
Payment	1905070246	05/07/2019			-3,696.00	
Invoice	45812	05/08/2019	05/08/2019		990,000.00	
Payment	1905080227	05/08/2019			-15,000.00	
Payment	1905080228	05/08/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905080229	05/08/2019			-9,722.73	
Payment	1905080230	05/08/2019			-1,727.27	
Payment	1905080231	05/08/2019			-8,937.50	
Payment	1905080232	05/08/2019			-4,285.71	
Payment	1905080233	05/08/2019			-4,285.71	
Payment	1905080234	05/08/2019			-4,285.71	
Payment	1905080235	05/08/2019			-5,380.43	
Payment	1905080236	05/08/2019			-6,671.74	
Payment	1905080237	05/08/2019			-6,428.57	
Payment	1905080238	05/08/2019			-9,355.67	
Payment	1905080239	05/08/2019			-2,970.00	
Payment	1905080240	05/08/2019			-15,000.00	
Payment	1905080241	05/08/2019			-3,696.00	
Payment	1905080242	05/08/2019			-5,657.14	
Payment	1905090224	05/09/2019			-15,000.00	
Payment	1905090225	05/09/2019			-15,000.00	
Payment	1905090226	05/09/2019			-9,722.73	
Payment	1905090227	05/09/2019			-1,727.27	
Payment	1905090228	05/09/2019			-8,937.50	
Payment	1905090229	05/09/2019			-4,285.71	
Payment	1905090230	05/09/2019			-4,285.71	
Payment	1905090231	05/09/2019			-4,285.71	
Payment	1905090232	05/09/2019			-5,380.43	
Payment	1905090233	05/09/2019			-6,671.74	
Payment	1905090234	05/09/2019			-6,428.57	
Payment	1905090235	05/09/2019			-9,355.67	
Payment	1905090236	05/09/2019			-2,970.00	
Payment	1905090237	05/09/2019			-15,000.00	
Payment	1905090238	05/09/2019			-3,696.00	
Payment	1905090239	05/09/2019			-5,657.14	
Payment	1905100240	05/10/2019			-15,000.00	
Payment	1905100241	05/10/2019			-15,000.00	
Payment	1905100242	05/10/2019			-9,722.73	
Payment	1905100243	05/10/2019			-1,727.27	
Payment	1905100244	05/10/2019			-8,937.50	
Payment	1905100245	05/10/2019			-4,285.71	
Payment	1905100246	05/10/2019			-4,285.71	
Payment	1905100247	05/10/2019			-4,285.71	
Payment	1905100248	05/10/2019			-5,380.43	
Payment	1905100249	05/10/2019			-6,671.74	
Payment	1905100250	05/10/2019			-6,428.57	
Payment	1905100251	05/10/2019			-9,355.67	
Payment	1905100252	05/10/2019			-2,970.00	
Payment	1905100253	05/10/2019			-15,000.00	
Payment	1905100254	05/10/2019			-3,696.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905100255	05/10/2019			-5,657.14	
Payment	1905130216	05/13/2019			-15,000.00	
Payment	1905130217	05/13/2019			-15,000.00	
Payment	1905130218	05/13/2019			-9,722.73	
Payment	1905130219	05/13/2019			-1,727.27	
Payment	1905130220	05/13/2019			-8,937.50	
Payment	1905130221	05/13/2019			-4,285.71	
Payment	1905130222	05/13/2019			-4,285.71	
Payment	1905130223	05/13/2019			-4,285.71	
Payment	1905130224	05/13/2019			-5,380.43	
Payment	1905130225	05/13/2019			-6,671.74	
Payment	1905130226	05/13/2019			-6,428.57	
Payment	1905130227	05/13/2019			-9,355.67	
Payment	1905130228	05/13/2019			-2,970.00	
Payment	1905130229	05/13/2019			-15,000.00	
Payment	1905130230	05/13/2019			-3,696.00	
Payment	1905130231	05/13/2019			-5,657.14	
Invoice	46228	05/14/2019	05/14/2019		23,778.18	
Invoice	46229	05/14/2019	05/14/2019		621.82	
Invoice	46230	05/14/2019	05/14/2019		6,550.00	
Invoice	46231	05/14/2019	05/14/2019		2,808.57	
Invoice	46232	05/14/2019	05/14/2019		2,948.57	
Invoice	46233	05/14/2019	05/14/2019		2,908.57	
Invoice	46234	05/14/2019	05/14/2019		3,504.34	
Invoice	46235	05/14/2019	05/14/2019		5,037.39	
Invoice	46236	05/14/2019	05/14/2019		3,750.86	
Invoice	46237	05/14/2019	05/14/2019		6,780.54	
Invoice	46238	05/14/2019	05/14/2019		1,832.00	
Invoice	46239	05/14/2019	05/14/2019		11,120.00	
Invoice	46240	05/14/2019	05/14/2019		2,796.80	
Invoice	46241	05/14/2019	05/14/2019		4,285.71	
Invoice	46274	05/14/2019	05/14/2019		15,000.00	
Invoice	46275	05/14/2019	05/14/2019		15,000.00	
Invoice	46276	05/14/2019	05/14/2019		15,075.00	
Invoice	46277	05/14/2019	05/14/2019		9,797.73	
Invoice	46278	05/14/2019	05/14/2019		9,430.67	
Invoice	46279	05/14/2019	05/14/2019		9,012.50	
Invoice	46280	05/14/2019	05/14/2019		6,746.74	
Payment	1905140214	05/14/2019			-3,750.00	
Payment	1905140215	05/14/2019			-3,650.00	
Payment	1905140216	05/14/2019			-2,600.00	
Payment	1905140217	05/14/2019			-950.00	
Payment	1905140218	05/14/2019			-750.00	
Payment	1905140219	05/14/2019			-775.00	
Payment	1905140220	05/14/2019			-600.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905140221	05/14/2019			-650.00	
Payment	1905140222	05/14/2019			-1,000.00	
Payment	1905140223	05/14/2019			-375.00	
Payment	1905140224	05/14/2019			-1,740.00	
Payment	1905140225	05/14/2019			-880.00	
Payment	1905140226	05/14/2019			-680.00	
Payment	1905140227	05/14/2019			-1,100.00	
Payment	1905140228	05/14/2019			-200.00	
Payment	1905140229	05/14/2019			-300.00	
Payment	1905150212	05/15/2019			-3,750.00	
Payment	1905150213	05/15/2019			-3,650.00	
Payment	1905150214	05/15/2019			-2,600.00	
Payment	1905150215	05/15/2019			-950.00	
Payment	1905150216	05/15/2019			-750.00	
Payment	1905150217	05/15/2019			-775.00	
Payment	1905150218	05/15/2019			-600.00	
Payment	1905150219	05/15/2019			-650.00	
Payment	1905150220	05/15/2019			-1,000.00	
Payment	1905150221	05/15/2019			-375.00	
Payment	1905150222	05/15/2019			-1,740.00	
Payment	1905150223	05/15/2019			-880.00	
Payment	1905150224	05/15/2019			-680.00	
Payment	1905150225	05/15/2019			-1,100.00	
Payment	1905150226	05/15/2019			-200.00	
Payment	1905150227	05/15/2019			-300.00	
Payment	1905160215	05/16/2019			-15,000.00	
Payment	1905160216	05/16/2019			-15,000.00	
Payment	1905160217	05/16/2019			-9,722.73	
Payment	1905160218	05/16/2019			-1,727.27	
Payment	1905160219	05/16/2019			-8,937.50	
Payment	1905160220	05/16/2019			-4,285.71	
Payment	1905160221	05/16/2019			-4,285.71	
Payment	1905160222	05/16/2019			-4,285.71	
Payment	1905160223	05/16/2019			-5,380.43	
Payment	1905160224	05/16/2019			-6,671.74	
Payment	1905160225	05/16/2019			-6,428.57	
Payment	1905160226	05/16/2019			-9,355.67	
Payment	1905160227	05/16/2019			-2,970.00	
Payment	1905160228	05/16/2019			-15,000.00	
Payment	1905160229	05/16/2019			-3,696.00	
Payment	1905160230	05/16/2019			-5,657.14	
Payment	1905170211	05/17/2019			-15,000.00	
Payment	1905170212	05/17/2019			-15,000.00	
Payment	1905170213	05/17/2019			-9,722.73	
Payment	1905170214	05/17/2019			-1,727.27	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905170215	05/17/2019			-8,937.50	
Payment	1905170216	05/17/2019			-4,285.71	
Payment	1905170217	05/17/2019			-4,285.71	
Payment	1905170218	05/17/2019			-4,285.71	
Payment	1905170219	05/17/2019			-5,380.43	
Payment	1905170220	05/17/2019			-6,671.74	
Payment	1905170221	05/17/2019			-6,428.57	
Payment	1905170222	05/17/2019			-9,355.67	
Payment	1905170223	05/17/2019			-2,970.00	
Payment	1905170224	05/17/2019			-15,000.00	
Payment	1905170225	05/17/2019			-3,696.00	
Payment	1905170226	05/17/2019			-5,657.14	
Payment	1905200213	05/20/2019			-15,000.00	
Payment	1905200214	05/20/2019			-15,000.00	
Payment	1905200215	05/20/2019			-9,722.73	
Payment	1905200216	05/20/2019			-1,727.27	
Payment	1905200217	05/20/2019			-8,937.50	
Payment	1905200218	05/20/2019			-4,285.71	
Payment	1905200219	05/20/2019			-4,285.71	
Payment	1905200220	05/20/2019			-4,285.71	
Payment	1905200221	05/20/2019			-5,380.43	
Payment	1905200222	05/20/2019			-6,671.74	
Payment	1905200223	05/20/2019			-6,428.57	
Payment	1905200224	05/20/2019			-9,355.67	
Payment	1905200225	05/20/2019			-2,970.00	
Payment	1905200226	05/20/2019			-15,000.00	
Payment	1905200227	05/20/2019			-3,696.00	
Payment	1905200228	05/20/2019			-5,657.14	
Invoice	46628	05/21/2019	05/21/2019		21,267.28	
Invoice	46629	05/21/2019	05/21/2019		992.72	
Invoice	46630	05/21/2019	05/21/2019		7,725.00	
Invoice	46631	05/21/2019	05/21/2019		2,082.85	
Invoice	46632	05/21/2019	05/21/2019		1,302.85	
Invoice	46633	05/21/2019	05/21/2019		2,382.85	
Invoice	46634	05/21/2019	05/21/2019		4,056.52	
Invoice	46635	05/21/2019	05/21/2019		7,106.09	
Invoice	46636	05/21/2019	05/21/2019		2,338.28	
Invoice	46637	05/21/2019	05/21/2019		7,914.80	
Invoice	46638	05/21/2019	05/21/2019		1,932.00	
Invoice	46639	05/21/2019	05/21/2019		15,360.00	
Invoice	46640	05/21/2019	05/21/2019		2,755.20	
Invoice	46641	05/21/2019	05/21/2019		4,868.57	
Invoice	46675	05/21/2019	05/21/2019		4,360.71	
Invoice	46676	05/21/2019	05/21/2019		4,360.71	
Invoice	46677	05/21/2019	05/21/2019		5,455.43	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	46678	05/21/2019	05/21/2019		5,732.14	
Invoice	46679	05/21/2019	05/21/2019		6,503.57	
Invoice	46680	05/21/2019	05/21/2019		6,746.74	
Invoice	46681	05/21/2019	05/21/2019		9,012.50	
Invoice	46682	05/21/2019	05/21/2019		9,430.67	
Payment	1905210198	05/21/2019			-8,500.00	
Payment	1905210199	05/21/2019			-8,300.00	
Payment	1905210200	05/21/2019			-5,200.00	
Payment	1905210201	05/21/2019			-900.00	
Payment	1905210202	05/21/2019			-2,500.00	
Payment	1905210203	05/21/2019			-2,550.00	
Payment	1905210204	05/21/2019			-3,200.00	
Payment	1905210205	05/21/2019			-2,300.00	
Payment	1905210206	05/21/2019			-2,000.00	
Payment	1905210207	05/21/2019			-750.00	
Payment	1905210208	05/21/2019			-4,480.00	
Payment	1905210209	05/21/2019			-2,760.00	
Payment	1905210210	05/21/2019			-1,360.00	
Payment	1905210211	05/21/2019			-2,200.00	
Payment	1905210212	05/21/2019			-1,400.00	
Payment	1905210213	05/21/2019			-1,600.00	
Payment	1905220197	05/22/2019			-8,500.00	
Payment	1905220198	05/22/2019			-8,300.00	
Payment	1905220199	05/22/2019			-5,200.00	
Payment	1905220200	05/22/2019			-900.00	
Payment	1905220201	05/22/2019			-2,500.00	
Payment	1905220202	05/22/2019			-2,550.00	
Payment	1905220203	05/22/2019			-3,200.00	
Payment	1905220204	05/22/2019			-2,300.00	
Payment	1905220205	05/22/2019			-2,000.00	
Payment	1905220206	05/22/2019			-750.00	
Payment	1905220207	05/22/2019			-4,480.00	
Payment	1905220208	05/22/2019			-2,760.00	
Payment	1905220209	05/22/2019			-1,360.00	
Payment	1905220210	05/22/2019			-2,200.00	
Payment	1905220211	05/22/2019			-1,400.00	
Payment	1905220212	05/22/2019			-1,600.00	
Payment	1905230224	05/23/2019			-8,500.00	
Payment	1905230225	05/23/2019			-8,300.00	
Payment	1905230226	05/23/2019			-5,200.00	
Payment	1905230227	05/23/2019			-900.00	
Payment	1905230228	05/23/2019			-2,500.00	
Payment	1905230229	05/23/2019			-2,550.00	
Payment	1905230230	05/23/2019			-3,200.00	
Payment	1905230231	05/23/2019			-2,300.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905230232	05/23/2019			-2,000.00	
Payment	1905230233	05/23/2019			-750.00	
Payment	1905230234	05/23/2019			-4,480.00	
Payment	1905230235	05/23/2019			-2,760.00	
Payment	1905230236	05/23/2019			-1,360.00	
Payment	1905230237	05/23/2019			-2,200.00	
Payment	1905230238	05/23/2019			-1,400.00	
Payment	1905230239	05/23/2019			-1,600.00	
Invoice	46792	05/24/2019	05/24/2019		2,100,000.00	
Payment	1905240203	05/24/2019			-15,000.00	
Payment	1905240204	05/24/2019			-15,000.00	
Payment	1905240205	05/24/2019			-9,722.73	
Payment	1905240206	05/24/2019			-1,727.27	
Payment	1905240207	05/24/2019			-8,937.50	
Payment	1905240208	05/24/2019			-4,285.71	
Payment	1905240209	05/24/2019			-4,285.71	
Payment	1905240210	05/24/2019			-4,285.71	
Payment	1905240211	05/24/2019			-5,380.43	
Payment	1905240212	05/24/2019			-6,671.74	
Payment	1905240213	05/24/2019			-6,428.57	
Payment	1905240214	05/24/2019			-9,355.67	
Payment	1905240215	05/24/2019			-2,970.00	
Payment	1905240216	05/24/2019			-15,000.00	
Payment	1905240217	05/24/2019			-3,696.00	
Payment	1905240218	05/24/2019			-5,657.14	
Payment	1905240219	05/24/2019			-17,500.00	
Payment	1905280200	05/28/2019			-15,000.00	
Payment	1905280201	05/28/2019			-15,000.00	
Payment	1905280202	05/28/2019			-9,722.73	
Payment	1905280203	05/28/2019			-1,727.27	
Payment	1905280204	05/28/2019			-8,937.50	
Payment	1905280205	05/28/2019			-4,285.71	
Payment	1905280206	05/28/2019			-4,285.71	
Payment	1905280207	05/28/2019			-4,285.71	
Payment	1905280208	05/28/2019			-5,380.43	
Payment	1905280209	05/28/2019			-6,671.74	
Payment	1905280210	05/28/2019			-6,428.57	
Payment	1905280211	05/28/2019			-9,355.67	
Payment	1905280212	05/28/2019			-2,970.00	
Payment	1905280213	05/28/2019			-15,000.00	
Payment	1905280214	05/28/2019			-3,696.00	
Payment	1905280215	05/28/2019			-5,657.14	
Payment	1905280216	05/28/2019			-17,500.00	
Payment	1905290204	05/29/2019			-15,000.00	
Payment	1905290205	05/29/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905290206	05/29/2019			-9,722.73	
Payment	1905290207	05/29/2019			-1,727.27	
Payment	1905290208	05/29/2019			-8,937.50	
Payment	1905290209	05/29/2019			-4,285.71	
Payment	1905290210	05/29/2019			-4,285.71	
Payment	1905290211	05/29/2019			-4,285.71	
Payment	1905290212	05/29/2019			-5,380.43	
Payment	1905290213	05/29/2019			-6,671.74	
Payment	1905290214	05/29/2019			-6,428.57	
Payment	1905290215	05/29/2019			-9,355.67	
Payment	1905290216	05/29/2019			-2,970.00	
Payment	1905290217	05/29/2019			-15,000.00	
Payment	1905290218	05/29/2019			-3,696.00	
Payment	1905290219	05/29/2019			-5,657.14	
Payment	1905290220	05/29/2019			-17,500.00	
Payment	1905300197	05/30/2019			-15,000.00	
Payment	1905300198	05/30/2019			-15,000.00	
Payment	1905300199	05/30/2019			-9,722.73	
Payment	1905300200	05/30/2019			-1,727.27	
Payment	1905300201	05/30/2019			-8,937.50	
Payment	1905300202	05/30/2019			-4,285.71	
Payment	1905300203	05/30/2019			-4,285.71	
Payment	1905300204	05/30/2019			-4,285.71	
Payment	1905300205	05/30/2019			-5,380.43	
Payment	1905300206	05/30/2019			-6,671.74	
Payment	1905300207	05/30/2019			-6,428.57	
Payment	1905300208	05/30/2019			-9,355.67	
Payment	1905300209	05/30/2019			-2,970.00	
Payment	1905300210	05/30/2019			-15,000.00	
Payment	1905300211	05/30/2019			-3,696.00	
Payment	1905300212	05/30/2019			-5,657.14	
Payment	1905300213	05/30/2019			-17,500.00	
Payment	1905310209	05/31/2019			-15,000.00	
Payment	1905310210	05/31/2019			-15,000.00	
Payment	1905310211	05/31/2019			-9,722.73	
Payment	1905310212	05/31/2019			-1,727.27	
Payment	1905310213	05/31/2019			-8,937.50	
Payment	1905310214	05/31/2019			-4,285.71	
Payment	1905310215	05/31/2019			-4,285.71	
Payment	1905310216	05/31/2019			-4,285.71	
Payment	1905310217	05/31/2019			-5,380.43	
Payment	1905310218	05/31/2019			-6,671.74	
Payment	1905310219	05/31/2019			-6,428.57	
Payment	1905310220	05/31/2019			-9,355.67	
Payment	1905310221	05/31/2019			-2,970.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1905310222	05/31/2019			-15,000.00	
Payment	1905310223	05/31/2019			-3,696.00	
Payment	1905310224	05/31/2019			-5,657.14	
Payment	1905310225	05/31/2019			-17,500.00	
Payment	1906030184	06/03/2019			-15,000.00	
Payment	1906030185	06/03/2019			-15,000.00	
Payment	1906030186	06/03/2019			-9,722.73	
Payment	1906030187	06/03/2019			-1,727.27	
Payment	1906030188	06/03/2019			-8,937.50	
Payment	1906030189	06/03/2019			-4,285.71	
Payment	1906030190	06/03/2019			-4,285.71	
Payment	1906030191	06/03/2019			-4,285.71	
Payment	1906030192	06/03/2019			-5,380.43	
Payment	1906030193	06/03/2019			-6,671.74	
Payment	1906030194	06/03/2019			-6,428.57	
Payment	1906030195	06/03/2019			-9,355.67	
Payment	1906030196	06/03/2019			-2,970.00	
Payment	1906030197	06/03/2019			-15,000.00	
Payment	1906030198	06/03/2019			-3,696.00	
Payment	1906030199	06/03/2019			-5,657.14	
Payment	1906030200	06/03/2019			-17,500.00	
Payment	1906040186	06/04/2019			-15,000.00	
Payment	1906040187	06/04/2019			-15,000.00	
Payment	1906040188	06/04/2019			-9,722.73	
Payment	1906040189	06/04/2019			-1,727.27	
Payment	1906040190	06/04/2019			-8,937.50	
Payment	1906040191	06/04/2019			-4,285.71	
Payment	1906040192	06/04/2019			-4,285.71	
Payment	1906040193	06/04/2019			-4,285.71	
Payment	1906040194	06/04/2019			-5,380.43	
Payment	1906040195	06/04/2019			-6,671.74	
Payment	1906040196	06/04/2019			-6,428.57	
Payment	1906040197	06/04/2019			-9,355.67	
Payment	1906040198	06/04/2019			-2,970.00	
Payment	1906040199	06/04/2019			-15,000.00	
Payment	1906040200	06/04/2019			-3,696.00	
Payment	1906040201	06/04/2019			-5,657.14	
Payment	1906040202	06/04/2019			-17,500.00	
Payment	1906050183	06/05/2019			-15,000.00	
Payment	1906050184	06/05/2019			-15,000.00	
Payment	1906050185	06/05/2019			-9,722.73	
Payment	1906050186	06/05/2019			-1,727.27	
Payment	1906050187	06/05/2019			-8,937.50	
Payment	1906050188	06/05/2019			-4,285.71	
Payment	1906050189	06/05/2019			-4,285.71	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1906050190	06/05/2019			-4,285.71	
Payment	1906050191	06/05/2019			-5,380.43	
Payment	1906050192	06/05/2019			-6,671.74	
Payment	1906050193	06/05/2019			-6,428.57	
Payment	1906050194	06/05/2019			-9,355.67	
Payment	1906050195	06/05/2019			-2,970.00	
Payment	1906050196	06/05/2019			-15,000.00	
Payment	1906050197	06/05/2019			-3,696.00	
Payment	1906050198	06/05/2019			-5,657.14	
Payment	1906050199	06/05/2019			-17,500.00	
Invoice	47588	06/06/2019	06/06/2019		9,797.73	
Invoice	47589	06/06/2019	06/06/2019		15,000.00	
Invoice	47590	06/06/2019	06/06/2019		15,000.00	
Invoice	47591	06/06/2019	06/06/2019		15,075.00	
Invoice	47592	06/06/2019	06/06/2019		17,575.00	
Payment	1906060191	06/06/2019			-15,000.00	
Payment	1906060192	06/06/2019			-15,000.00	
Payment	1906060193	06/06/2019			-9,722.73	
Payment	1906060194	06/06/2019			-1,727.27	
Payment	1906060195	06/06/2019			-8,937.50	
Payment	1906060196	06/06/2019			-4,285.71	
Payment	1906060197	06/06/2019			-4,285.71	
Payment	1906060198	06/06/2019			-4,285.71	
Payment	1906060199	06/06/2019			-5,380.43	
Payment	1906060200	06/06/2019			-6,671.74	
Payment	1906060201	06/06/2019			-6,428.57	
Payment	1906060202	06/06/2019			-9,355.67	
Payment	1906060203	06/06/2019			-2,970.00	
Payment	1906060204	06/06/2019			-15,000.00	
Payment	1906060205	06/06/2019			-3,696.00	
Payment	1906060206	06/06/2019			-5,657.14	
Payment	1906060207	06/06/2019			-17,500.00	
Invoice	47542	06/07/2019	06/07/2019		700,000.00	
Payment	1906070195	06/07/2019			-15,000.00	
Payment	1906070196	06/07/2019			-15,000.00	
Payment	1906070197	06/07/2019			-9,722.73	
Payment	1906070198	06/07/2019			-1,727.27	
Payment	1906070199	06/07/2019			-8,937.50	
Payment	1906070200	06/07/2019			-4,285.71	
Payment	1906070201	06/07/2019			-4,285.71	
Payment	1906070202	06/07/2019			-4,285.71	
Payment	1906070203	06/07/2019			-5,380.43	
Payment	1906070204	06/07/2019			-6,671.74	
Payment	1906070205	06/07/2019			-6,428.57	
Payment	1906070206	06/07/2019			-9,355.67	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1906070207	06/07/2019			-2,970.00	
Payment	1906070208	06/07/2019			-15,000.00	
Payment	1906070209	06/07/2019			-3,696.00	
Payment	1906070210	06/07/2019			-5,657.14	
Payment	1906070211	06/07/2019			-17,500.00	
Payment	1906070212	06/07/2019			-5,000.00	
Payment	1906100178	06/10/2019			-15,000.00	
Payment	1906100179	06/10/2019			-15,000.00	
Payment	1906100180	06/10/2019			-9,722.73	
Payment	1906100182	06/10/2019			-1,727.27	
Payment	1906100183	06/10/2019			-8,937.50	
Payment	1906100184	06/10/2019			-4,285.71	
Payment	1906100185	06/10/2019			-4,285.71	
Payment	1906100186	06/10/2019			-4,285.71	
Payment	1906100187	06/10/2019			-5,380.43	
Payment	1906100188	06/10/2019			-6,671.74	
Payment	1906100189	06/10/2019			-6,428.57	
Payment	1906100190	06/10/2019			-9,355.67	
Payment	1906100191	06/10/2019			-2,970.00	
Payment	1906100192	06/10/2019			-15,000.00	
Payment	1906100194	06/10/2019			-3,696.00	
Payment	1906100195	06/10/2019			-5,657.14	
Payment	1906100196	06/10/2019			-17,500.00	
Payment	1906100198	06/10/2019			-5,000.00	
Payment		06/10/2019			-39,722.73	
Payment		06/10/2019			-15,000.00	
Payment		06/10/2019			-17,500.00	
Payment	1906110186	06/11/2019			-15,000.00	
Payment	1906110187	06/11/2019			-15,000.00	
Payment	1906110188	06/11/2019			-9,722.73	
Payment	1906110189	06/11/2019			-1,727.27	
Payment	1906110190	06/11/2019			-8,937.50	
Payment	1906110191	06/11/2019			-4,285.71	
Payment	1906110192	06/11/2019			-4,285.71	
Payment	1906110193	06/11/2019			-4,285.71	
Payment	1906110194	06/11/2019			-5,380.43	
Payment	1906110195	06/11/2019			-6,671.74	
Payment	1906110196	06/11/2019			-6,428.57	
Payment	1906110197	06/11/2019			-9,355.67	
Payment	1906110198	06/11/2019			-2,970.00	
Payment	1906110199	06/11/2019			-27,600.00	
Payment	1906110200	06/11/2019			-3,696.00	
Payment	1906110201	06/11/2019			-5,657.14	
Payment	1906110202	06/11/2019			-17,500.00	
Payment	1906110203	06/11/2019			-5,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1906120184	06/12/2019			-15,000.00	
Payment	1906120185	06/12/2019			-15,000.00	
Payment	1906120186	06/12/2019			-9,722.73	
Payment	1906120187	06/12/2019			-1,727.27	
Payment	1906120188	06/12/2019			-8,937.50	
Payment	1906120189	06/12/2019			-4,285.71	
Payment	1906120190	06/12/2019			-4,285.71	
Payment	1906120191	06/12/2019			-4,285.71	
Payment	1906120192	06/12/2019			-5,380.43	
Payment	1906120193	06/12/2019			-6,671.74	
Payment	1906120194	06/12/2019			-6,428.57	
Payment	1906120195	06/12/2019			-9,355.67	
Payment	1906120196	06/12/2019			-2,970.00	
Payment	1906120197	06/12/2019			-27,600.00	
Payment	1906120198	06/12/2019			-3,696.00	
Payment	1906120199	06/12/2019			-5,657.14	
Payment	1906120200	06/12/2019			-17,500.00	
Payment	1906120201	06/12/2019			-5,000.00	
Invoice	48048	06/13/2019	06/13/2019		27,675.00	
Invoice	48049	06/13/2019	06/13/2019		17,575.00	
Invoice	48050	06/13/2019	06/13/2019		15,000.00	
Invoice	48051	06/13/2019	06/13/2019		15,075.00	
Invoice	48052	06/13/2019	06/13/2019		9,722.73	
Invoice	48053	06/13/2019	06/13/2019		9,430.67	
Invoice	48054	06/13/2019	06/13/2019		9,012.50	
Payment	1906130190	06/13/2019			-15,000.00	
Payment	1906130191	06/13/2019			-15,000.00	
Payment	1906130192	06/13/2019			-9,722.73	
Payment	1906130193	06/13/2019			-1,727.27	
Payment	1906130194	06/13/2019			-8,937.50	
Payment	1906130195	06/13/2019			-4,285.71	
Payment	1906130196	06/13/2019			-4,285.71	
Payment	1906130197	06/13/2019			-4,285.71	
Payment	1906130198	06/13/2019			-5,380.43	
Payment	1906130199	06/13/2019			-6,671.74	
Payment	1906130200	06/13/2019			-6,428.57	
Payment	1906130201	06/13/2019			-9,355.67	
Payment	1906130202	06/13/2019			-2,970.00	
Payment	1906130203	06/13/2019			-27,600.00	
Payment	1906130204	06/13/2019			-3,696.00	
Payment	1906130205	06/13/2019			-5,657.14	
Payment	1906130206	06/13/2019			-17,500.00	
Payment	1906130207	06/13/2019			-5,000.00	
Invoice	48135	06/14/2019	06/14/2019		17,575.00	
Invoice	48136	06/14/2019	06/14/2019		27,675.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1906140190	06/14/2019			-15,000.00	
Payment	1906140191	06/14/2019			-15,000.00	
Payment	1906140192	06/14/2019			-9,722.73	
Payment	1906140193	06/14/2019			-1,727.27	
Payment	1906140194	06/14/2019			-8,937.50	
Payment	1906140195	06/14/2019			-4,285.71	
Payment	1906140196	06/14/2019			-4,285.71	
Payment	1906140197	06/14/2019			-4,285.71	
Payment	1906140198	06/14/2019			-5,380.43	
Payment	1906140199	06/14/2019			-6,671.74	
Payment	1906140200	06/14/2019			-6,428.57	
Payment	1906140201	06/14/2019			-9,355.67	
Payment	1906140202	06/14/2019			-2,970.00	
Payment	1906140203	06/14/2019			-27,600.00	
Payment	1906140204	06/14/2019			-3,696.00	
Payment	1906140205	06/14/2019			-5,657.14	
Payment	1906140206	06/14/2019			-17,500.00	
Payment	1906140207	06/14/2019			-5,000.00	
Credit Memo	48169	06/17/2019	06/17/2019		-164,644.00	
Credit Memo	48170	06/17/2019	06/17/2019		-323,234.59	
Credit Memo	48171	06/17/2019	06/17/2019		-315,383.88	
Credit Memo	48172	06/17/2019	06/17/2019		-313,338.17	
Credit Memo	48173	06/17/2019	06/17/2019		-74,914.82	
Invoice	48100	06/17/2019	06/17/2019		3,222,800.41	
Payment	1906170178	06/17/2019			-15,000.00	
Payment	1906170179	06/17/2019			-15,000.00	
Payment	1906170180	06/17/2019			-9,722.73	
Payment	1906170181	06/17/2019			-15,000.00	
Payment	1906170182	06/17/2019			-8,937.50	
Payment	1906170183	06/17/2019			-5,380.43	
Payment	1906170184	06/17/2019			-6,671.74	
Payment	1906170185	06/17/2019			-6,428.57	
Payment	1906170186	06/17/2019			-9,355.67	
Payment	1906170187	06/17/2019			-27,600.00	
Payment	1906170188	06/17/2019			-3,696.00	
Payment	1906170189	06/17/2019			-5,657.14	
Payment	1906170190	06/17/2019			-17,500.00	
Payment	1906170191	06/17/2019			-5,000.00	
Payment		06/18/2019			-39,722.73	
Payment		06/18/2019			-8,937.50	
Payment		06/18/2019			-9,355.67	
Payment		06/18/2019			-55,200.00	
Payment		06/18/2019			-35,000.00	
Payment	1906180186	06/18/2019			-15,000.00	
Payment	1906180187	06/18/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1906180188	06/18/2019			-9,722.73	
Payment	1906180190	06/18/2019			-15,000.00	
Payment	1906180191	06/18/2019			-8,937.50	
Payment	1906180193	06/18/2019			-5,380.43	
Payment	1906180194	06/18/2019			-6,671.74	
Payment	1906180195	06/18/2019			-6,428.57	
Payment	1906180196	06/18/2019			-9,355.67	
Payment	1906180198	06/18/2019			-27,600.00	
Payment	1906180200	06/18/2019			-3,696.00	
Payment	1906180201	06/18/2019			-5,657.14	
Payment	1906180202	06/18/2019			-17,500.00	
Payment	1906180204	06/18/2019			-5,000.00	
Payment	1906190176	06/19/2019			-15,000.00	
Payment	1906190177	06/19/2019			-15,000.00	
Payment	1906190178	06/19/2019			-9,722.73	
Payment	1906190179	06/19/2019			-15,000.00	
Payment	1906190180	06/19/2019			-8,937.50	
Payment	1906190181	06/19/2019			-5,380.43	
Payment	1906190182	06/19/2019			-6,671.74	
Payment	1906190183	06/19/2019			-6,428.57	
Payment	1906190184	06/19/2019			-9,355.67	
Payment	1906190185	06/19/2019			-27,600.00	
Payment	1906190186	06/19/2019			-3,696.00	
Payment	1906190187	06/19/2019			-5,657.14	
Payment	1906190188	06/19/2019			-17,500.00	
Payment	1906190189	06/19/2019			-5,000.00	
Invoice	48465	06/20/2019	06/20/2019		15,075.00	
Payment	1906200184	06/20/2019			-15,000.00	
Payment	1906200185	06/20/2019			-15,000.00	
Payment	1906200186	06/20/2019			-9,722.73	
Payment	1906200187	06/20/2019			-15,000.00	
Payment	1906200188	06/20/2019			-8,937.50	
Payment	1906200189	06/20/2019			-5,380.43	
Payment	1906200190	06/20/2019			-6,671.74	
Payment	1906200191	06/20/2019			-6,428.57	
Payment	1906200192	06/20/2019			-9,355.67	
Payment	1906200193	06/20/2019			-27,600.00	
Payment	1906200194	06/20/2019			-3,696.00	
Payment	1906200195	06/20/2019			-5,657.14	
Payment	1906200196	06/20/2019			-17,500.00	
Payment	1906200197	06/20/2019			-5,000.00	
Invoice	48553	06/21/2019	06/21/2019		3,771.00	
Invoice	48554	06/21/2019	06/21/2019		5,075.00	
Invoice	48555	06/21/2019	06/21/2019		5,455.43	
Invoice	48556	06/21/2019	06/21/2019		5,732.14	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	48557	06/21/2019	06/21/2019		6,503.57	
Invoice	48558	06/21/2019	06/21/2019		6,746.74	
Invoice	48559	06/21/2019	06/21/2019		9,012.50	
Invoice	48560	06/21/2019	06/21/2019		9,430.67	
Invoice	48561	06/21/2019	06/21/2019		9,797.73	
Invoice	48562	06/21/2019	06/21/2019		15,000.00	
Invoice	48563	06/21/2019	06/21/2019		15,000.00	
Invoice	48564	06/21/2019	06/21/2019		15,075.00	
Invoice	48565	06/21/2019	06/21/2019		17,575.00	
Invoice	48566	06/21/2019	06/21/2019		27,675.00	
Invoice	48769	06/21/2019	06/21/2019		15,889.09	
Invoice	48773	06/21/2019	06/21/2019		3,575.00	
Invoice	48776	06/21/2019	06/21/2019		2,152.17	
Invoice	48781	06/21/2019	06/21/2019		2,668.70	
Invoice	48784	06/21/2019	06/21/2019		2,571.43	
Invoice	48787	06/21/2019	06/21/2019		3,742.27	
Invoice	48790	06/21/2019	06/21/2019		11,040.00	
Invoice	48793	06/21/2019	06/21/2019		1,478.40	
Invoice	48796	06/21/2019	06/21/2019		2,262.86	
Invoice	48799	06/21/2019	06/21/2019		7,000.00	
Invoice	48802	06/21/2019	06/21/2019		2,000.00	
Invoice	48805	06/21/2019	06/21/2019		6,000.00	
Payment		06/21/2019			-15,000.00	
Invoice	48782	06/24/2019	06/24/2019		5,142.86	
Invoice	48786	06/24/2019	06/24/2019		7,484.54	
Invoice	48789	06/24/2019	06/24/2019		22,080.00	
Invoice	48792	06/24/2019	06/24/2019		2,956.80	
Invoice	48795	06/24/2019	06/24/2019		4,525.71	
Invoice	48798	06/24/2019	06/24/2019		14,000.00	
Invoice	48801	06/24/2019	06/24/2019		4,000.00	
Invoice	48804	06/24/2019	06/24/2019		12,000.00	
Invoice	48768	06/25/2019	06/25/2019		31,778.18	
Invoice	48772	06/25/2019	06/25/2019		7,150.00	
Invoice	48775	06/25/2019	06/25/2019		4,304.34	
Invoice	48780	06/25/2019	06/21/2019		5,337.39	
Invoice	48767	06/26/2019	06/26/2019		5,889.09	
Invoice	48771	06/26/2019	06/26/2019		1,575.00	
Invoice	48774	06/26/2019	06/26/2019		952.17	
Invoice	48777	06/26/2019	06/26/2019		1,468.70	
Invoice	48783	06/26/2019	06/26/2019		1,371.43	
Invoice	48785	06/26/2019	06/26/2019		1,742.27	
Invoice	48788	06/26/2019	06/26/2019		7,040.00	
Invoice	48791	06/26/2019	06/26/2019		278.40	
Invoice	48794	06/26/2019	06/26/2019		262.86	
Invoice	48797	06/26/2019	06/26/2019		2,200.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	48800	06/26/2019	06/26/2019		1,600.00	
Invoice	48803	06/26/2019	06/26/2019		2,000.00	
Payment	1906260173	06/26/2019			-25,000.00	
Payment	1906260174	06/26/2019			-10,000.00	
Payment	1906260175	06/26/2019			-5,000.00	
Payment	1906260176	06/26/2019			-3,000.00	
Payment	1906260177	06/26/2019			-3,000.00	
Payment	1906260178	06/26/2019			-3,000.00	
Payment	1906260179	06/26/2019			-5,000.00	
Payment	1906260180	06/26/2019			-10,000.00	
Payment	1906260181	06/26/2019			-3,000.00	
Payment	1906260182	06/26/2019			-5,000.00	
Payment	1906260183	06/26/2019			-12,000.00	
Payment	1906260184	06/26/2019			-1,000.00	
Invoice	48873	06/27/2019	06/27/2019		30,978.18	
Invoice	49505	06/27/2019	06/27/2019		5,310.00	
Invoice	49508	06/27/2019	06/27/2019		10,800.00	
Invoice	49509	06/27/2019	06/27/2019		1,984.34	
Invoice	49514	06/27/2019	06/27/2019		2,497.39	
Invoice	49515	06/27/2019	06/27/2019		2,342.86	
Invoice	49520	06/27/2019	06/27/2019		6,524.54	
Invoice	49524	06/27/2019	06/27/2019		19,120.00	
Invoice	49527	06/27/2019	06/27/2019		516.80	
Invoice	49528	06/27/2019	06/27/2019		2,605.71	
Invoice	49533	06/27/2019	06/27/2019		11,440.00	
Invoice	49536	06/27/2019	06/27/2019		2,640.00	
Payment	1906270181	06/27/2019			-1,000.00	
Payment	1906270182	06/27/2019			-1,500.00	
Payment	1906270183	06/27/2019			-2,300.00	
Payment	1906270184	06/27/2019			-2,900.00	
Payment	1906270185	06/27/2019			-3,550.00	
Payment	1906270186	06/27/2019			-3,500.00	
Payment	1906270187	06/27/2019			-1,200.00	
Payment	1906270188	06/27/2019			-3,700.00	
Payment	1906270189	06/27/2019			-3,050.00	
Payment	1906270190	06/27/2019			-2,400.00	
Payment	1906270191	06/27/2019			-3,200.00	
Payment	1906270192	06/27/2019			-1,700.00	
Payment	1906280189	06/28/2019			-1,000.00	
Payment	1906280190	06/28/2019			-1,500.00	
Payment	1906280191	06/28/2019			-2,300.00	
Payment	1906280192	06/28/2019			-2,900.00	
Payment	1906280193	06/28/2019			-3,550.00	
Payment	1906280194	06/28/2019			-3,500.00	
Payment	1906280195	06/28/2019			-1,200.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1906280196	06/28/2019			-3,700.00	
Payment	1906280197	06/28/2019			-3,050.00	
Payment	1906280198	06/28/2019			-2,400.00	
Payment	1906280199	06/28/2019			-3,200.00	
Payment	1906280200	06/28/2019			-1,700.00	
Invoice	49501	07/01/2019	07/01/2019		15,489.09	
Invoice	49504	07/01/2019	07/01/2019		2,655.00	
Invoice	49507	07/01/2019	07/01/2019		5,400.00	
Invoice	49510	07/01/2019	07/01/2019		992.17	
Invoice	49513	07/01/2019	07/01/2019		1,248.70	
Invoice	49516	07/01/2019	07/01/2019		1,171.43	
Invoice	49519	07/01/2019	07/01/2019		3,262.27	
Invoice	49523	07/01/2019	07/01/2019		9,560.00	
Invoice	49526	07/01/2019	07/01/2019		258.40	
Invoice	49529	07/01/2019	07/01/2019		1,302.86	
Invoice	49532	07/01/2019	07/01/2019		5,720.00	
Invoice	49535	07/01/2019	07/01/2019		1,320.00	
Payment	1907010175	07/01/2019			-1,000.00	
Payment	1907010176	07/01/2019			-1,500.00	
Payment	1907010177	07/01/2019			-2,300.00	
Payment	1907010178	07/01/2019			-2,900.00	
Payment	1907010179	07/01/2019			-3,550.00	
Payment	1907010180	07/01/2019			-3,500.00	
Payment	1907010181	07/01/2019			-1,200.00	
Payment	1907010182	07/01/2019			-3,700.00	
Payment	1907010183	07/01/2019			-3,050.00	
Payment	1907010184	07/01/2019			-2,400.00	
Payment	1907010185	07/01/2019			-3,200.00	
Payment	1907010186	07/01/2019			-1,700.00	
Payment	1907020173	07/02/2019			-1,000.00	
Payment	1907020174	07/02/2019			-1,500.00	
Payment	1907020175	07/02/2019			-2,300.00	
Payment	1907020176	07/02/2019			-2,900.00	
Payment	1907020177	07/02/2019			-3,550.00	
Payment	1907020178	07/02/2019			-3,500.00	
Payment	1907020179	07/02/2019			-1,200.00	
Payment	1907020180	07/02/2019			-3,700.00	
Payment	1907020181	07/02/2019			-3,050.00	
Payment	1907020182	07/02/2019			-2,400.00	
Payment	1907020183	07/02/2019			-3,200.00	
Payment	1907020184	07/02/2019			-1,700.00	
Payment	1907030188	07/03/2019			-1,000.00	
Payment	1907030189	07/03/2019			-1,500.00	
Payment	1907030190	07/03/2019			-2,300.00	
Payment	1907030191	07/03/2019			-2,900.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907030192	07/03/2019			-3,550.00	
Payment	1907030193	07/03/2019			-3,500.00	
Payment	1907030194	07/03/2019			-1,200.00	
Payment	1907030195	07/03/2019			-3,700.00	
Payment	1907030196	07/03/2019			-3,050.00	
Payment	1907030197	07/03/2019			-2,400.00	
Payment	1907030198	07/03/2019			-3,200.00	
Payment	1907030199	07/03/2019			-1,700.00	
Invoice	49502	07/05/2019	07/05/2019		46,467.28	
Invoice	49503	07/05/2019	07/05/2019		7,965.00	
Invoice	49506	07/05/2019	07/05/2019		16,200.00	
Invoice	49511	07/05/2019	07/05/2019		2,976.52	
Invoice	49512	07/05/2019	07/05/2019		3,746.09	
Invoice	49517	07/05/2019	07/05/2019		3,514.28	
Invoice	49518	07/05/2019	07/05/2019		9,786.80	
Invoice	49521	07/05/2019	07/05/2019		28,680.00	
Invoice	49525	07/05/2019	07/05/2019		775.20	
Invoice	49530	07/05/2019	07/05/2019		3,908.57	
Invoice	49531	07/05/2019	07/05/2019		17,160.00	
Invoice	49534	07/05/2019	07/05/2019		3,960.00	
Payment	1907050200	07/05/2019			-1,000.00	
Payment	1907050201	07/05/2019			-1,500.00	
Payment	1907050202	07/05/2019			-2,300.00	
Payment	1907050203	07/05/2019			-2,900.00	
Payment	1907050204	07/05/2019			-3,550.00	
Payment	1907050205	07/05/2019			-3,500.00	
Payment	1907050206	07/05/2019			-1,200.00	
Payment	1907050207	07/05/2019			-3,700.00	
Payment	1907050208	07/05/2019			-3,050.00	
Payment	1907050209	07/05/2019			-2,400.00	
Payment	1907050210	07/05/2019			-3,200.00	
Payment	1907050211	07/05/2019			-1,700.00	
Payment	1907080168	07/08/2019			-1,000.00	
Payment	1907080169	07/08/2019			-1,500.00	
Payment	1907080170	07/08/2019			-2,300.00	
Payment	1907080171	07/08/2019			-2,900.00	
Payment	1907080172	07/08/2019			-3,550.00	
Payment	1907080173	07/08/2019			-3,500.00	
Payment	1907080174	07/08/2019			-1,200.00	
Payment	1907080175	07/08/2019			-3,700.00	
Payment	1907080176	07/08/2019			-3,050.00	
Payment	1907080177	07/08/2019			-2,400.00	
Payment	1907080178	07/08/2019			-3,200.00	
Payment	1907080179	07/08/2019			-1,700.00	
Payment	1907090175	07/09/2019			-1,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907090176	07/09/2019			-1,500.00	
Payment	1907090177	07/09/2019			-2,300.00	
Payment	1907090178	07/09/2019			-2,900.00	
Payment	1907090179	07/09/2019			-3,550.00	
Payment	1907090180	07/09/2019			-3,500.00	
Payment	1907090181	07/09/2019			-1,200.00	
Payment	1907090182	07/09/2019			-3,700.00	
Payment	1907090183	07/09/2019			-3,050.00	
Payment	1907090184	07/09/2019			-2,400.00	
Payment	1907090185	07/09/2019			-3,200.00	
Payment	1907090186	07/09/2019			-1,700.00	
Payment	1907100168	07/10/2019			-1,000.00	
Payment	1907100169	07/10/2019			-1,500.00	
Payment	1907100170	07/10/2019			-2,300.00	
Payment	1907100171	07/10/2019			-2,900.00	
Payment	1907100172	07/10/2019			-3,550.00	
Payment	1907100173	07/10/2019			-3,500.00	
Payment	1907100174	07/10/2019			-1,200.00	
Payment	1907100175	07/10/2019			-3,700.00	
Payment	1907100176	07/10/2019			-3,050.00	
Payment	1907100177	07/10/2019			-2,400.00	
Payment	1907100178	07/10/2019			-3,200.00	
Payment	1907100179	07/10/2019			-1,700.00	
Payment	1907110180	07/11/2019			-1,000.00	
Payment	1907110181	07/11/2019			-1,500.00	
Payment	1907110182	07/11/2019			-2,300.00	
Payment	1907110183	07/11/2019			-2,900.00	
Payment	1907110184	07/11/2019			-3,550.00	
Payment	1907110185	07/11/2019			-3,500.00	
Payment	1907110186	07/11/2019			-1,200.00	
Payment	1907110187	07/11/2019			-3,700.00	
Payment	1907110188	07/11/2019			-3,050.00	
Payment	1907110189	07/11/2019			-2,400.00	
Payment	1907110190	07/11/2019			-3,200.00	
Payment	1907110191	07/11/2019			-1,700.00	
Payment	1907120195	07/12/2019			-1,000.00	
Payment	1907120196	07/12/2019			-1,500.00	
Payment	1907120197	07/12/2019			-2,300.00	
Payment	1907120198	07/12/2019			-2,900.00	
Payment	1907120199	07/12/2019			-3,550.00	
Payment	1907120200	07/12/2019			-3,500.00	
Payment	1907120201	07/12/2019			-1,200.00	
Payment	1907120202	07/12/2019			-3,700.00	
Payment	1907120203	07/12/2019			-3,050.00	
Payment	1907120204	07/12/2019			-2,400.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907120205	07/12/2019			-3,200.00	
Payment	1907120206	07/12/2019			-1,700.00	
Payment	1907150181	07/15/2019			-1,000.00	
Payment	1907150182	07/15/2019			-1,500.00	
Payment	1907150183	07/15/2019			-2,300.00	
Payment	1907150184	07/15/2019			-2,900.00	
Payment	1907150185	07/15/2019			-3,550.00	
Payment	1907150186	07/15/2019			-3,500.00	
Payment	1907150187	07/15/2019			-1,200.00	
Payment	1907150188	07/15/2019			-3,700.00	
Payment	1907150189	07/15/2019			-3,050.00	
Payment	1907150190	07/15/2019			-2,400.00	
Payment	1907150191	07/15/2019			-3,200.00	
Payment	1907150192	07/15/2019			-1,700.00	
Payment	19070160089	07/16/2019			-1,000.00	
Payment	19070160090	07/16/2019			-1,500.00	
Payment	19070160091	07/16/2019			-2,300.00	
Payment	19070160092	07/16/2019			-2,900.00	
Payment	19070160093	07/16/2019			-3,550.00	
Payment	19070160094	07/16/2019			-3,500.00	
Payment	19070160095	07/16/2019			-1,200.00	
Payment	19070160096	07/16/2019			-3,700.00	
Payment	19070160097	07/16/2019			-3,050.00	
Payment	19070160098	07/16/2019			-2,400.00	
Payment	19070160099	07/16/2019			-3,200.00	
Payment	19070160100	07/16/2019			-1,700.00	
Payment	1907170184	07/17/2019			-1,000.00	
Payment	1907170185	07/17/2019			-1,500.00	
Payment	1907170186	07/17/2019			-2,300.00	
Payment	1907170187	07/17/2019			-2,900.00	
Payment	1907170188	07/17/2019			-3,550.00	
Payment	1907170189	07/17/2019			-3,500.00	
Payment	1907170190	07/17/2019			-1,200.00	
Payment	1907170191	07/17/2019			-3,700.00	
Payment	1907170192	07/17/2019			-3,050.00	
Payment	1907170193	07/17/2019			-2,400.00	
Payment	1907170194	07/17/2019			-3,200.00	
Payment	1907170195	07/17/2019			-1,700.00	
Payment	1907180177	07/18/2019			-1,000.00	
Payment	1907180178	07/18/2019			-1,500.00	
Payment	1907180179	07/18/2019			-2,300.00	
Payment	1907180180	07/18/2019			-2,900.00	
Payment	1907180181	07/18/2019			-3,550.00	
Payment	1907180182	07/18/2019			-3,500.00	
Payment	1907180183	07/18/2019			-1,200.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907180184	07/18/2019			-3,700.00	
Payment	1907180185	07/18/2019			-3,050.00	
Payment	1907180186	07/18/2019			-2,400.00	
Payment	1907180187	07/18/2019			-3,200.00	
Payment	1907180188	07/18/2019			-1,700.00	
Payment	1907190194	07/19/2019			-1,000.00	
Payment	1907190195	07/19/2019			-1,500.00	
Payment	1907190196	07/19/2019			-2,300.00	
Payment	1907190197	07/19/2019			-2,900.00	
Payment	1907190198	07/19/2019			-3,550.00	
Payment	1907190199	07/19/2019			-3,500.00	
Payment	1907190200	07/19/2019			-1,200.00	
Payment	1907190201	07/19/2019			-3,700.00	
Payment	1907190202	07/19/2019			-3,050.00	
Payment	1907190203	07/19/2019			-2,400.00	
Payment	1907190204	07/19/2019			-3,200.00	
Payment	1907190205	07/19/2019			-1,700.00	
Payment	1907220172	07/22/2019			-1,000.00	
Payment	1907220173	07/22/2019			-1,500.00	
Payment	1907220174	07/22/2019			-2,300.00	
Payment	1907220175	07/22/2019			-2,900.00	
Payment	1907220176	07/22/2019			-3,550.00	
Payment	1907220177	07/22/2019			-3,500.00	
Payment	1907220178	07/22/2019			-1,200.00	
Payment	1907220179	07/22/2019			-3,700.00	
Payment	1907220180	07/22/2019			-3,050.00	
Payment	1907220181	07/22/2019			-2,400.00	
Payment	1907220182	07/22/2019			-3,200.00	
Payment	1907220183	07/22/2019			-1,700.00	
Payment	1907230172	07/23/2019			-1,000.00	
Payment	1907230173	07/23/2019			-1,500.00	
Payment	1907230174	07/23/2019			-2,300.00	
Payment	1907230175	07/23/2019			-2,900.00	
Payment	1907230176	07/23/2019			-3,550.00	
Payment	1907230177	07/23/2019			-3,500.00	
Payment	1907230178	07/23/2019			-1,200.00	
Payment	1907230179	07/23/2019			-3,700.00	
Payment	1907230180	07/23/2019			-3,050.00	
Payment	1907230181	07/23/2019			-2,400.00	
Payment	1907230182	07/23/2019			-3,200.00	
Payment	1907230183	07/23/2019			-1,700.00	
Payment	1907240174	07/24/2019			-1,000.00	
Payment	1907240175	07/24/2019			-1,500.00	
Payment	1907240176	07/24/2019			-2,300.00	
Payment	1907240177	07/24/2019			-2,900.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907240178	07/24/2019			-3,550.00	
Payment	1907240179	07/24/2019			-3,500.00	
Payment	1907240180	07/24/2019			-1,200.00	
Payment	1907240181	07/24/2019			-3,700.00	
Payment	1907240182	07/24/2019			-3,050.00	
Payment	1907240183	07/24/2019			-2,400.00	
Payment	1907240184	07/24/2019			-3,200.00	
Payment	1907240185	07/24/2019			-1,700.00	
Payment	1907250174	07/25/2019			-6,000.00	
Payment	1907250175	07/25/2019			-5,500.00	
Payment	1907250176	07/25/2019			-2,300.00	
Payment	1907250177	07/25/2019			-2,900.00	
Payment	1907250178	07/25/2019			-3,550.00	
Payment	1907250179	07/25/2019			-3,500.00	
Payment	1907250180	07/25/2019			-1,200.00	
Payment	1907250181	07/25/2019			-4,700.00	
Payment	1907250182	07/25/2019			-3,050.00	
Payment	1907250183	07/25/2019			-2,400.00	
Payment	1907250184	07/25/2019			-3,200.00	
Payment	1907250185	07/25/2019			-1,700.00	
Invoice	51296	07/26/2019	07/26/2019		39,825.00	
Invoice	51297	07/26/2019	07/26/2019		14,882.58	
Invoice	51298	07/26/2019	07/26/2019		18,730.44	
Invoice	51299	07/26/2019	07/26/2019		17,571.42	
Invoice	51300	07/26/2019	07/26/2019		48,934.02	
Invoice	51301	07/26/2019	07/26/2019		142,600.00	
Invoice	51302	07/26/2019	07/26/2019		3,876.00	
Invoice	51303	07/26/2019	07/26/2019		19,542.84	
Invoice	51304	07/26/2019	07/26/2019		85,800.00	
Invoice	51305	07/26/2019	07/26/2019		19,800.00	
Invoice	51306	07/26/2019	07/26/2019		77,800.00	
Payment	1907260191	07/26/2019			-6,000.00	
Payment	1907260192	07/26/2019			-5,500.00	
Payment	1907260193	07/26/2019			-2,300.00	
Payment	1907260194	07/26/2019			-2,900.00	
Payment	1907260195	07/26/2019			-3,550.00	
Payment	1907260196	07/26/2019			-3,500.00	
Payment	1907260197	07/26/2019			-1,200.00	
Payment	1907260198	07/26/2019			-4,700.00	
Payment	1907260199	07/26/2019			-3,050.00	
Payment	1907260200	07/26/2019			-2,400.00	
Payment	1907260201	07/26/2019			-3,200.00	
Payment	1907260202	07/26/2019			-1,700.00	
Payment	1907290168	07/29/2019			-6,000.00	
Payment	1907290169	07/29/2019			-5,500.00	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907290170	07/29/2019			-2,300.00	
Payment	1907290171	07/29/2019			-2,900.00	
Payment	1907290172	07/29/2019			-3,550.00	
Payment	1907290173	07/29/2019			-3,500.00	
Payment	1907290174	07/29/2019			-1,200.00	
Payment	1907290175	07/29/2019			-4,700.00	
Payment	1907290176	07/29/2019			-3,050.00	
Payment	1907290177	07/29/2019			-2,400.00	
Payment	1907290178	07/29/2019			-3,200.00	
Payment	1907290179	07/29/2019			-1,700.00	
Invoice	51104	07/30/2019	07/30/2019		1,775.00	
Invoice	51105	07/30/2019	07/30/2019		2,375.00	
Invoice	51106	07/30/2019	07/30/2019		2,475.00	
Invoice	51107	07/30/2019	07/30/2019		2,975.00	
Invoice	51108	07/30/2019	07/30/2019		3,125.00	
Invoice	51109	07/30/2019	07/30/2019		3,275.00	
Invoice	51110	07/30/2019	07/30/2019		3,575.00	
Invoice	51111	07/30/2019	07/30/2019		3,625.00	
Invoice	51112	07/30/2019	07/30/2019		4,775.00	
Invoice	51113	07/30/2019	07/30/2019		5,575.00	
Invoice	51114	07/30/2019	07/30/2019		6,075.00	
Payment	1907300180	07/30/2019			-6,000.00	
Payment	1907300181	07/30/2019			-5,500.00	
Payment	1907300182	07/30/2019			-2,300.00	
Payment	1907300183	07/30/2019			-2,900.00	
Payment	1907300184	07/30/2019			-3,550.00	
Payment	1907300185	07/30/2019			-3,500.00	
Payment	1907300186	07/30/2019			-1,200.00	
Payment	1907300187	07/30/2019			-4,700.00	
Payment	1907300188	07/30/2019			-3,050.00	
Payment	1907300189	07/30/2019			-2,400.00	
Payment	1907300190	07/30/2019			-3,200.00	
Payment	1907300191	07/30/2019			-1,700.00	
Invoice	51205	07/31/2019	07/31/2019		1,775.00	
Invoice	51206	07/31/2019	07/31/2019		2,375.00	
Invoice	51207	07/31/2019	07/31/2019		2,475.00	
Invoice	51208	07/31/2019	07/31/2019		2,975.00	
Invoice	51209	07/31/2019	07/31/2019		3,125.00	
Invoice	51210	07/31/2019	07/31/2019		3,275.00	
Invoice	51211	07/31/2019	07/31/2019		3,575.00	
Invoice	51212	07/31/2019	07/31/2019		3,625.00	
Invoice	51213	07/31/2019	07/31/2019		4,775.00	
Invoice	51214	07/31/2019	07/31/2019		5,575.00	
Invoice	51215	07/31/2019	07/31/2019		6,075.00	
Payment	1907310182	07/31/2019			-6,000.00	

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Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1907310183	07/31/2019			-5,500.00	
Payment	1907310184	07/31/2019			-2,300.00	
Payment	1907310185	07/31/2019			-2,900.00	
Payment	1907310186	07/31/2019			-3,550.00	
Payment	1907310187	07/31/2019			-3,500.00	
Payment	1907310188	07/31/2019			-1,200.00	
Payment	1907310189	07/31/2019			-4,700.00	
Payment	1907310190	07/31/2019			-3,050.00	
Payment	1907310191	07/31/2019			-2,400.00	
Payment	1907310192	07/31/2019			-3,200.00	
Payment	1907310193	07/31/2019			-1,700.00	
Invoice	51295	08/01/2019	08/01/2019		228,336.38	
Invoice	51371	08/01/2019	08/01/2019		1,275.00	
Invoice	51374	08/01/2019	08/01/2019		1,775.00	
Invoice	51379	08/01/2019	08/01/2019		2,375.00	
Invoice	51380	08/01/2019	08/01/2019		2,475.00	
Invoice	51382	08/01/2019	08/01/2019		2,975.00	
Invoice	51384	08/01/2019	08/01/2019		3,125.00	
Invoice	51385	08/01/2019	08/01/2019		3,275.00	
Invoice	51386	08/01/2019	08/01/2019		3,575.00	
Invoice	51387	08/01/2019	08/01/2019		3,625.00	
Invoice	51388	08/01/2019	08/01/2019		4,775.00	
Invoice	51390	08/01/2019	08/01/2019		5,575.00	
Invoice	51391	08/01/2019	08/01/2019		6,075.00	
Payment	1908010180	08/01/2019			-6,000.00	
Payment	1908010181	08/01/2019			-5,500.00	
Payment	1908010182	08/01/2019			-2,300.00	
Payment	1908010183	08/01/2019			-2,900.00	
Payment	1908010184	08/01/2019			-3,550.00	
Payment	1908010185	08/01/2019			-3,500.00	
Payment	1908010186	08/01/2019			-1,200.00	
Payment	1908010187	08/01/2019			-4,700.00	
Payment	1908010188	08/01/2019			-3,050.00	
Payment	1908010189	08/01/2019			-2,400.00	
Payment	1908010190	08/01/2019			-3,200.00	
Payment	1908010191	08/01/2019			-1,700.00	
Invoice	51463	08/02/2019	08/02/2019		1,275.00	
Invoice	51464	08/02/2019	08/02/2019		1,775.00	
Invoice	51465	08/02/2019	08/02/2019		2,375.00	
Invoice	51466	08/02/2019	08/02/2019		2,475.00	
Invoice	51467	08/02/2019	08/02/2019		2,975.00	
Invoice	51468	08/02/2019	08/02/2019		3,125.00	
Invoice	51469	08/02/2019	08/02/2019		3,275.00	
Invoice	51470	08/02/2019	08/02/2019		3,575.00	
Invoice	51471	08/02/2019	08/02/2019		3,625.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	51472	08/02/2019	08/02/2019		4,775.00	
Invoice	51473	08/02/2019	08/02/2019		5,575.00	
Invoice	51474	08/02/2019	08/02/2019		6,075.00	
Credit Memo	51556	08/06/2019	08/06/2019		-5,762,372.00	
Credit Memo	51557	08/06/2019	08/06/2019		-852,711.25	
Credit Memo	51558	08/06/2019	08/06/2019		-556,741.35	
Credit Memo	51559	08/06/2019	08/06/2019		-735,733.00	
Credit Memo	51560	08/06/2019	08/06/2019		-532,447.78	
Credit Memo	51561	08/06/2019	08/06/2019		-1,317,933.07	
Credit Memo	51562	08/06/2019	08/06/2019		-6,106,236.23	
Credit Memo	51563	08/06/2019	08/06/2019		-480,337.00	
Credit Memo	51564	08/06/2019	08/06/2019		-837,444.33	
Credit Memo	51565	08/06/2019	08/06/2019		-1,849,720.00	
Credit Memo	51566	08/06/2019	08/06/2019		-653,995.00	
Credit Memo	51567	08/06/2019	08/06/2019		-3,258,875.41	
Invoice	51539	08/06/2019	08/06/2019	755	26,059,442.33	16,134,367.33
Invoice	51540	08/06/2019	08/06/2019	755	4,500,000.00	599,925.00
Payment	1908060171	08/06/2019			-15,000.00	
Payment	1908060172	08/06/2019			-15,000.00	
Payment	1908060173	08/06/2019			-10,000.00	
Payment	1908060174	08/06/2019			-12,000.00	
Payment	1908070199	08/07/2019			-15,000.00	
Payment	1908070200	08/07/2019			-15,000.00	
Payment	1908070201	08/07/2019			-10,000.00	
Payment	1908070202	08/07/2019			-12,000.00	
Payment	1908080172	08/08/2019			-15,000.00	
Payment	1908080173	08/08/2019			-15,000.00	
Payment	1908080174	08/08/2019			-10,000.00	
Payment	1908080175	08/08/2019			-12,000.00	
Payment	1908090182	08/09/2019			-15,000.00	
Payment	1908090183	08/09/2019			-15,000.00	
Payment	1908090184	08/09/2019			-10,000.00	
Payment	1908090185	08/09/2019			-12,000.00	
Payment	1908120170	08/12/2019			-15,000.00	
Payment	1908120171	08/12/2019			-15,000.00	
Payment	1908120172	08/12/2019			-10,000.00	
Payment	1908120173	08/12/2019			-12,000.00	
Payment	1908130164	08/13/2019			-15,000.00	
Payment	1908130165	08/13/2019			-15,000.00	
Payment	1908130166	08/13/2019			-10,000.00	
Payment	1908130167	08/13/2019			-12,000.00	
Payment	1908140169	08/14/2019			-15,000.00	
Payment	1908140170	08/14/2019			-15,000.00	
Payment	1908140171	08/14/2019			-10,000.00	
Payment	1908140172	08/14/2019			-12,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1908150175	08/15/2019			-15,000.00	
Payment	1908150176	08/15/2019			-15,000.00	
Payment	1908150177	08/15/2019			-10,000.00	
Payment	1908150178	08/15/2019			-12,000.00	
Payment	1908160181	08/16/2019			-15,000.00	
Payment	1908160182	08/16/2019			-15,000.00	
Payment	1908160183	08/16/2019			-10,000.00	
Payment	1908160184	08/16/2019			-12,000.00	
Payment	1908190173	08/19/2019			-15,000.00	
Payment	1908190174	08/19/2019			-15,000.00	
Payment	1908190175	08/19/2019			-10,000.00	
Payment	1908190176	08/19/2019			-12,000.00	
Payment	1908200161	08/20/2019			-15,000.00	
Payment	1908200162	08/20/2019			-15,000.00	
Payment	1908200163	08/20/2019			-10,000.00	
Payment	1908200164	08/20/2019			-12,000.00	
Payment	1908210167	08/21/2019			-15,000.00	
Payment	1908210168	08/21/2019			-15,000.00	
Payment	1908210169	08/21/2019			-10,000.00	
Payment	1908210170	08/21/2019			-12,000.00	
Payment	1908220175	08/22/2019			-15,000.00	
Payment	1908220176	08/22/2019			-15,000.00	
Payment	1908220177	08/22/2019			-10,000.00	
Payment	1908220178	08/22/2019			-12,000.00	
Payment	1908230173	08/23/2019			-15,000.00	
Payment	1908230174	08/23/2019			-15,000.00	
Payment	1908230175	08/23/2019			-10,000.00	
Payment	1908230176	08/23/2019			-12,000.00	
Payment	1908260165	08/26/2019			-15,000.00	
Payment	1908260166	08/26/2019			-15,000.00	
Payment	1908260167	08/26/2019			-10,000.00	
Payment	1908260168	08/26/2019			-12,000.00	
Payment	1908270162	08/27/2019			-15,000.00	
Payment	1908270163	08/27/2019			-15,000.00	
Payment	1908270164	08/27/2019			-10,000.00	
Payment	1908270165	08/27/2019			-12,000.00	
Payment	1908280168	08/28/2019			-15,000.00	
Payment	1908280169	08/28/2019			-15,000.00	
Payment	1908280170	08/28/2019			-10,000.00	
Payment	1908280171	08/28/2019			-12,000.00	
Payment	1908290169	08/29/2019			-15,000.00	
Payment	1908290170	08/29/2019			-15,000.00	
Payment	1908290171	08/29/2019			-10,000.00	
Payment	1908290172	08/29/2019			-12,000.00	
Payment	1908300190	08/30/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1908300191	08/30/2019			-15,000.00	
Payment	1908300192	08/30/2019			-10,000.00	
Payment	1908300193	08/30/2019			-12,000.00	
Payment	1909030157	09/03/2019			-15,000.00	
Payment	1909030158	09/03/2019			-15,000.00	
Payment	1909030159	09/03/2019			-10,000.00	
Payment	1909030160	09/03/2019			-12,000.00	
Payment	1909040193	09/04/2019			-15,000.00	
Payment	1909040194	09/04/2019			-15,000.00	
Payment	1909040195	09/04/2019			-10,000.00	
Payment	1909040196	09/04/2019			-12,000.00	
Payment	1909050161	09/05/2019			-15,000.00	
Payment	1909050162	09/05/2019			-15,000.00	
Payment	1909050163	09/05/2019			-10,000.00	
Payment	1909050164	09/05/2019			-12,000.00	
Payment	1909060170	09/06/2019			-15,000.00	
Payment	1909060171	09/06/2019			-15,000.00	
Payment	1909060172	09/06/2019			-10,000.00	
Payment	1909060173	09/06/2019			-12,000.00	
Payment	1909090167	09/09/2019			-15,000.00	
Payment	1909090168	09/09/2019			-15,000.00	
Payment	1909090169	09/09/2019			-10,000.00	
Payment	1909090170	09/09/2019			-12,000.00	
Invoice	54275	09/10/2019	09/10/2019	720	10,075.00	10,075.00
Invoice	54276	09/10/2019	09/10/2019	720	12,075.00	12,075.00
Invoice	54277	09/10/2019	09/10/2019		15,000.00	
Invoice	54278	09/10/2019	09/10/2019		15,000.00	
Payment	1909100165	09/10/2019			-15,000.00	
Payment	1909100166	09/10/2019			-15,000.00	
Payment	1909100167	09/10/2019			-10,000.00	
Payment	1909100168	09/10/2019			-12,000.00	
Invoice	54187	09/11/2019	09/11/2019		114,000.00	
Invoice	54324	09/11/2019	09/11/2019		10,000.00	
Invoice	54325	09/11/2019	09/11/2019	719	12,075.00	12,075.00
Invoice	54326	09/11/2019	09/11/2019		15,000.00	
Invoice	54327	09/11/2019	09/11/2019	719	15,075.00	15,075.00
Payment	1909110169	09/11/2019			-15,000.00	
Payment	1909110170	09/11/2019			-15,000.00	
Payment	1909110171	09/11/2019			-10,000.00	
Payment	1909110172	09/11/2019			-12,000.00	
Payment	1909120166	09/12/2019			-15,000.00	
Payment	1909120167	09/12/2019			-15,000.00	
Payment	1909120168	09/12/2019			-10,000.00	
Payment	1909120169	09/12/2019			-15,000.00	
Payment	1909120170	09/12/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1909120171	09/12/2019			-10,000.00	
Payment	1909120172	09/12/2019			-12,000.00	
Payment	1909120173	09/12/2019			-12,000.00	
Payment	1909130188	09/13/2019			-15,000.00	
Payment	1909130189	09/13/2019			-15,000.00	
Payment	1909130190	09/13/2019			-10,000.00	
Payment	1909130191	09/13/2019			-15,075.00	
Payment	1909130192	09/13/2019			-15,000.00	
Payment	1909130193	09/13/2019			-10,000.00	
Payment	1909130194	09/13/2019			-12,000.00	
Payment	1909130195	09/13/2019			-12,075.00	
Payment	1909160167	09/16/2019			-15,000.00	
Payment	1909160168	09/16/2019			-15,000.00	
Payment	1909160169	09/16/2019			-10,000.00	
Payment	1909160170	09/16/2019			-12,000.00	
Payment	1909170163	09/17/2019			-15,000.00	
Payment	1909170164	09/17/2019			-15,000.00	
Payment	1909170165	09/17/2019			-10,000.00	
Payment	1909170166	09/17/2019			-12,000.00	
Payment	1909180076	09/18/2019			-15,000.00	
Payment	1909180077	09/18/2019			-15,000.00	
Payment	1909180078	09/18/2019			-10,000.00	
Payment	1909180079	09/18/2019			-12,000.00	
Payment	1909190172	09/19/2019			-15,000.00	
Payment	1909190173	09/19/2019			-15,000.00	
Payment	1909190174	09/19/2019			-10,000.00	
Payment	1909190175	09/19/2019			-12,000.00	
Payment	1909200179	09/20/2019			-15,000.00	
Payment	1909200180	09/20/2019			-15,000.00	
Payment	1909200181	09/20/2019			-10,000.00	
Payment	1909200182	09/20/2019			-12,000.00	
Payment	1909230168	09/23/2019			-15,000.00	
Payment	1909230169	09/23/2019			-15,000.00	
Payment	1909230170	09/23/2019			-10,000.00	
Payment	1909230171	09/23/2019			-12,000.00	
Payment	1909240168	09/24/2019			-15,000.00	
Payment	1909240169	09/24/2019			-15,000.00	
Payment	1909240170	09/24/2019			-10,000.00	
Payment	1909240171	09/24/2019			-12,000.00	
Payment	1909250156	09/25/2019			-15,000.00	
Payment	1909250157	09/25/2019			-15,000.00	
Payment	1909250158	09/25/2019			-10,000.00	
Payment	1909250159	09/25/2019			-12,000.00	
Payment	1909260149	09/26/2019			-15,000.00	
Payment	1909260150	09/26/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1909260151	09/26/2019			-10,000.00	
Payment	1909260152	09/26/2019			-12,000.00	
Payment	1909270202	09/27/2019			-15,000.00	
Payment	1909270203	09/27/2019			-15,000.00	
Payment	1909270204	09/27/2019			-10,000.00	
Payment	1909270205	09/27/2019			-12,000.00	
Payment	1909300162	09/30/2019			-15,000.00	
Payment	1909300163	09/30/2019			-15,000.00	
Payment	1909300164	09/30/2019			-10,000.00	
Payment	1909300165	09/30/2019			-12,000.00	
Payment	1910010163	10/01/2019			-15,000.00	
Payment	1910010164	10/01/2019			-15,000.00	
Payment	1910010165	10/01/2019			-10,000.00	
Payment	1910010166	10/01/2019			-12,000.00	
Payment	1910020170	10/02/2019			-15,000.00	
Payment	1910020171	10/02/2019			-15,000.00	
Payment	1910020172	10/02/2019			-10,000.00	
Payment	1910020173	10/02/2019			-12,000.00	
Invoice		10/03/2019	10/03/2019	697	10,075.00	10,075.00
Invoice		10/03/2019	10/03/2019	697	12,075.00	12,075.00
Invoice		10/03/2019	10/03/2019		15,000.00	
Invoice		10/03/2019	10/03/2019		15,000.00	
Payment	1910030164	10/03/2019			-15,000.00	
Payment	1910030165	10/03/2019			-15,000.00	
Payment	1910030166	10/03/2019			-10,000.00	
Payment	1910030167	10/03/2019			-12,000.00	
Payment	1910040171	10/04/2019			-15,000.00	
Payment	1910040172	10/04/2019			-15,000.00	
Payment	1910040173	10/04/2019			-10,000.00	
Payment	1910040174	10/04/2019			-12,000.00	
Payment	1910070164	10/07/2019			-15,000.00	
Payment	1910070165	10/07/2019			-15,000.00	
Payment	1910070166	10/07/2019			-10,000.00	
Payment	1910070168	10/07/2019			-12,000.00	
Payment		10/07/2019			-40,000.00	
Payment		10/07/2019			-12,000.00	
Payment	1910080277	10/08/2019			-15,000.00	
Payment	1910080278	10/08/2019			-15,000.00	
Payment	1910080279	10/08/2019			-10,000.00	
Payment	1910080280	10/08/2019			-12,000.00	
Payment	1910090158	10/09/2019			-15,000.00	
Payment	1910090159	10/09/2019			-15,000.00	
Payment	1910090160	10/09/2019			-10,000.00	
Payment	1910090161	10/09/2019			-12,000.00	
Payment	1910100269	10/10/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1910100270	10/10/2019			-15,000.00	
Payment	1910100271	10/10/2019			-10,000.00	
Payment	1910100272	10/10/2019			-12,000.00	
Payment	1910110277	10/11/2019			-15,000.00	
Payment	1910110278	10/11/2019			-15,000.00	
Payment	1910110279	10/11/2019			-10,000.00	
Payment	1910110280	10/11/2019			-12,000.00	
Payment	1910150271	10/15/2019			-15,000.00	
Payment	1910150272	10/15/2019			-15,000.00	
Payment	1910150273	10/15/2019			-10,000.00	
Payment	1910150274	10/15/2019			-12,000.00	
Payment	1910160275	10/16/2019			-15,000.00	
Payment	1910160276	10/16/2019			-15,000.00	
Payment	1910160277	10/16/2019			-10,000.00	
Payment	1910160278	10/16/2019			-12,000.00	
Payment	1910170277	10/17/2019			-15,000.00	
Payment	1910170278	10/17/2019			-15,000.00	
Payment	1910170279	10/17/2019			-10,000.00	
Payment	1910170280	10/17/2019			-12,000.00	
Payment	1910180279	10/18/2019			-15,000.00	
Payment	1910180280	10/18/2019			-15,000.00	
Payment	1910180281	10/18/2019			-10,000.00	
Payment	1910180282	10/18/2019			-12,000.00	
Payment	1910210278	10/21/2019			-15,000.00	
Payment	1910210279	10/21/2019			-15,000.00	
Payment	1910210280	10/21/2019			-10,000.00	
Payment	1910210281	10/21/2019			-12,000.00	
Payment	1910220276	10/22/2019			-15,000.00	
Payment	1910220277	10/22/2019			-15,000.00	
Payment	1910220278	10/22/2019			-10,000.00	
Payment	1910220279	10/22/2019			-12,000.00	
Payment	1910230278	10/23/2019			-15,000.00	
Payment	1910230279	10/23/2019			-15,000.00	
Payment	1910230280	10/23/2019			-10,000.00	
Payment	1910230281	10/23/2019			-12,000.00	
Payment	1910240275	10/24/2019			-15,000.00	
Payment	1910240276	10/24/2019			-15,000.00	
Payment	1910240277	10/24/2019			-10,000.00	
Payment	1910240278	10/24/2019			-12,000.00	
Payment	1910250276	10/25/2019			-15,000.00	
Payment	1910250277	10/25/2019			-15,000.00	
Payment	1910250278	10/25/2019			-10,000.00	
Payment	1910250279	10/25/2019			-12,000.00	
Payment	1910280279	10/28/2019			-15,000.00	
Payment	1910280280	10/28/2019			-15,000.00	

Balance Details for KING007

All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1910280281	10/28/2019			-10,000.00	
Payment	1910280282	10/28/2019			-12,000.00	
Payment	1910290288	10/29/2019			-15,000.00	
Payment	1910290289	10/29/2019			-15,000.00	
Payment	1910290290	10/29/2019			-10,000.00	
Payment	1910290291	10/29/2019			-12,000.00	
Payment	1910300284	10/30/2019			-15,000.00	
Payment	1910300285	10/30/2019			-15,000.00	
Payment	1910300286	10/30/2019			-10,000.00	
Payment	1910300287	10/30/2019			-12,000.00	
Payment	1910310279	10/31/2019			-15,000.00	
Payment	1910310280	10/31/2019			-15,000.00	
Payment	1910310281	10/31/2019			-10,000.00	
Payment	1910310282	10/31/2019			-12,000.00	
Payment	1911011240	11/01/2019			-15,000.00	
Payment	1911011241	11/01/2019			-15,000.00	
Payment	1911011242	11/01/2019			-10,000.00	
Payment	1911011243	11/01/2019			-12,000.00	
Payment	1911041229	11/04/2019			-15,000.00	
Payment	1911041230	11/04/2019			-15,000.00	
Payment	1911041231	11/04/2019			-10,000.00	
Payment	1911041232	11/04/2019			-12,000.00	
Payment	1911051226	11/05/2019			-15,000.00	
Payment	1911051227	11/05/2019			-15,000.00	
Payment	1911051228	11/05/2019			-10,000.00	
Payment	1911051229	11/05/2019			-12,000.00	
Payment	1911061232	11/06/2019			-15,000.00	
Payment	1911061233	11/06/2019			-15,000.00	
Payment	1911061234	11/06/2019			-10,000.00	
Payment	1911061235	11/06/2019			-12,000.00	
Payment	1911071196	11/07/2019			-15,000.00	
Payment	1911071197	11/07/2019			-15,000.00	
Payment	1911071198	11/07/2019			-10,000.00	
Payment	1911071199	11/07/2019			-12,000.00	
Payment	1911081335	11/08/2019			-15,000.00	
Payment	1911081336	11/08/2019			-15,000.00	
Payment	1911081337	11/08/2019			-10,000.00	
Payment	1911081338	11/08/2019			-12,000.00	
Payment	1911121204	11/12/2019			-15,000.00	
Payment	1911121205	11/12/2019			-15,000.00	
Payment	1911121206	11/12/2019			-10,000.00	
Payment	1911121207	11/12/2019			-12,000.00	
Payment	1911131205	11/13/2019			-15,000.00	
Payment	1911131206	11/13/2019			-15,000.00	
Payment	1911131207	11/13/2019			-10,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1911131208	11/13/2019			-12,000.00	
Payment		11/13/2019			-114,000.00	
Payment	1911141214	11/14/2019			-15,000.00	
Payment	1911141215	11/14/2019			-15,000.00	
Payment	1911141216	11/14/2019			-10,000.00	
Payment	1911141217	11/14/2019			-12,000.00	
Payment	1911151227	11/15/2019			-15,000.00	
Payment	1911151228	11/15/2019			-15,000.00	
Payment	1911151229	11/15/2019			-10,000.00	
Payment	1911151230	11/15/2019			-12,000.00	
Payment	1911181238	11/18/2019			-12,000.00	
Payment	1911181237	11/18/2019			-10,000.00	
Payment	1911181236	11/18/2019			-15,000.00	
Payment	1911181235	11/18/2019			-15,000.00	
Payment	1911191284	11/19/2019			-12,000.00	
Payment	1911191282	11/19/2019			-15,000.00	
Payment	1911191283	11/19/2019			-10,000.00	
Payment	1911191281	11/19/2019			-15,000.00	
Payment	1911201289	11/20/2019			-12,000.00	
Payment	1911201287	11/20/2019			-15,000.00	
Payment	1911201288	11/20/2019			-10,000.00	
Payment	1911201286	11/20/2019			-15,000.00	
Payment	1911211290	11/21/2019			-15,000.00	
Payment	1911211291	11/21/2019			-15,000.00	
Payment	1911211293	11/21/2019			-12,000.00	
Payment	1911211292	11/21/2019			-10,000.00	
Payment	1911221296	11/22/2019			-15,000.00	
Payment	1911221297	11/22/2019			-10,000.00	
Payment	1911221298	11/22/2019			-12,000.00	
Payment	1911221295	11/22/2019			-15,000.00	
Payment	1911251296	11/25/2019			-15,000.00	
Payment	1911251297	11/25/2019			-10,000.00	
Payment	1911251298	11/25/2019			-12,000.00	
Payment	1911251295	11/25/2019			-15,000.00	
Payment	1911261294	11/26/2019			-10,000.00	
Payment	1911261293	11/26/2019			-15,000.00	
Payment	1911261292	11/26/2019			-15,000.00	
Payment	1911261295	11/26/2019			-12,000.00	
Payment	1911271434	11/27/2019			-12,000.00	
Payment	1911271433	11/27/2019			-10,000.00	
Payment	1911271431	11/27/2019			-15,000.00	
Payment	1911271432	11/27/2019			-15,000.00	
Payment	1911291330	11/29/2019			-12,000.00	
Payment	1911291329	11/29/2019			-10,000.00	
Payment	1911291328	11/29/2019			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1911291327	11/29/2019			-15,000.00	
Payment	1912021351	12/02/2019			-12,000.00	
Payment	1912021349	12/02/2019			-15,000.00	
Payment	1912021350	12/02/2019			-10,000.00	
Payment	1912021348	12/02/2019			-15,000.00	
Payment	1912031348	12/03/2019			-12,000.00	
Payment	1912031346	12/03/2019			-15,000.00	
Payment	1912031347	12/03/2019			-10,000.00	
Payment	1912031345	12/03/2019			-15,000.00	
Payment	1912041357	12/04/2019			-12,000.00	
Payment	1912041356	12/04/2019			-10,000.00	
Payment	1912041354	12/04/2019			-15,000.00	
Payment	1912041355	12/04/2019			-15,000.00	
Payment	1912051369	12/05/2019			-12,000.00	
Payment	1912051366	12/05/2019			-15,000.00	
Payment	1912051367	12/05/2019			-15,000.00	
Payment	1912051368	12/05/2019			-10,000.00	
Payment	1912061324	12/06/2019			-12,000.00	
Payment	1912061323	12/06/2019			-10,000.00	
Payment	1912061321	12/06/2019			-15,000.00	
Payment	1912061322	12/06/2019			-15,000.00	
Payment	1912091318	12/09/2019			-12,000.00	
Payment	1912091317	12/09/2019			-10,000.00	
Payment	1912091316	12/09/2019			-15,000.00	
Payment	1912091315	12/09/2019			-15,000.00	
Payment	1912101309	12/10/2019			-12,000.00	
Payment	1912101307	12/10/2019			-15,000.00	
Payment	1912101308	12/10/2019			-10,000.00	
Payment	1912101306	12/10/2019			-15,000.00	
Payment	1912111318	12/11/2019			-10,000.00	
Payment	1912111317	12/11/2019			-15,000.00	
Payment	1912111316	12/11/2019			-15,000.00	
Payment	1912111319	12/11/2019			-12,000.00	
Payment	1912121344	12/12/2019			-12,000.00	
Payment	1912121341	12/12/2019			-15,000.00	
Payment	1912121343	12/12/2019			-10,000.00	
Payment	1912121342	12/12/2019			-15,000.00	
Payment	1912131354	12/13/2019			-10,000.00	
Payment	1912131352	12/13/2019			-15,000.00	
Payment	1912131353	12/13/2019			-15,000.00	
Payment	1912131355	12/13/2019			-12,000.00	
Invoice		12/16/2019	12/16/2019	623	10,075.00	10,075.00
Invoice		12/16/2019	12/16/2019	623	12,075.00	12,075.00
Invoice		12/16/2019	12/16/2019		15,000.00	
Invoice		12/16/2019	12/16/2019		15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1912161363	12/16/2019			-12,000.00	
Payment	1912161362	12/16/2019			-10,000.00	
Payment	1912161361	12/16/2019			-15,000.00	
Payment	1912161360	12/16/2019			-15,000.00	
Payment	1912171402	12/17/2019			-10,000.00	
Payment	1912171403	12/17/2019			-12,000.00	
Payment	1912171400	12/17/2019			-15,000.00	
Payment	1912171401	12/17/2019			-15,000.00	
Payment	1912181394	12/18/2019			-12,000.00	
Payment	1912181392	12/18/2019			-10,000.00	
Payment	1912181391	12/18/2019			-15,000.00	
Payment	1912181390	12/18/2019			-15,000.00	
Payment		12/18/2019			-40,000.00	
Payment		12/18/2019			-12,000.00	
Payment	1912191398	12/19/2019			-12,000.00	
Payment	1912191396	12/19/2019			-15,000.00	
Payment	1912191397	12/19/2019			-10,000.00	
Payment	1912191395	12/19/2019			-15,000.00	
Payment	1912201402	12/20/2019			-12,000.00	
Payment	1912201403	12/20/2019			-10,000.00	
Payment	1912201404	12/20/2019			-15,000.00	
Payment	1912201401	12/20/2019			-15,000.00	
Invoice	57433	12/23/2019	12/23/2019		325,000.00	
Payment	1912231413	12/23/2019			-15,000.00	
Payment	1912231412	12/23/2019			-10,000.00	
Payment	1912231411	12/23/2019			-12,000.00	
Payment	1912231410	12/23/2019			-15,000.00	
Payment	1912241560	12/24/2019			-15,000.00	
Payment	1912241559	12/24/2019			-10,000.00	
Payment	1912241558	12/24/2019			-12,000.00	
Payment	1912241557	12/24/2019			-15,000.00	
Payment	1912261438	12/26/2019			-10,000.00	
Payment	1912261437	12/26/2019			-12,000.00	
Payment	1912261436	12/26/2019			-15,000.00	
Payment	1912261439	12/26/2019			-15,000.00	
Payment	1912271443	12/27/2019			-12,000.00	
Payment	1912271441	12/27/2019			-10,000.00	
Payment	1912271440	12/27/2019			-15,000.00	
Payment	1912271442	12/27/2019			-15,000.00	
Invoice		12/30/2019	12/30/2019		4,875.00	
Payment	1912301456	12/30/2019			-12,000.00	
Payment	1912301454	12/30/2019			-10,000.00	
Payment	1912301455	12/30/2019			-15,000.00	
Payment	1912301453	12/30/2019			-15,000.00	
Payment	1912301457	12/30/2019			-4,875.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	1912311547	12/31/2019			-12,000.00	
Payment	1912311544	12/31/2019			-15,000.00	
Payment	1912311545	12/31/2019			-10,000.00	
Payment	1912311546	12/31/2019			-15,000.00	
Payment	2001021447	01/02/2020			-12,000.00	
Payment	2001021446	01/02/2020			-15,000.00	
Payment	2001021445	01/02/2020			-10,000.00	
Payment	2001021444	01/02/2020			-15,000.00	
Invoice	57757	01/03/2020	01/03/2020	605	250,000.00	163,750.00
Payment	2001031481	01/03/2020			-15,000.00	
Payment	2001031482	01/03/2020			-12,000.00	
Payment	2001031480	01/03/2020			-10,000.00	
Payment	2001031479	01/03/2020			-15,000.00	
Invoice		01/06/2020	01/06/2020		4,875.00	
Payment	2001061492	01/06/2020			-12,000.00	
Payment	2001061493	01/06/2020			-4,875.00	
Payment	2001061491	01/06/2020			-15,000.00	
Payment	2001061490	01/06/2020			-10,000.00	
Payment	2001061489	01/06/2020			-15,000.00	
Payment	2001071427	01/07/2020			-12,000.00	
Payment	2001071426	01/07/2020			-15,000.00	
Payment	2001071424	01/07/2020			-15,000.00	
Payment	2001071425	01/07/2020			-10,000.00	
Payment	2001081440	01/08/2020			-12,000.00	
Payment	2001081438	01/08/2020			-10,000.00	
Payment	2001081437	01/08/2020			-15,000.00	
Payment	2001081439	01/08/2020			-15,000.00	
Payment	2001091437	01/09/2020			-12,000.00	
Payment	2001091436	01/09/2020			-15,000.00	
Payment	2001091434	01/09/2020			-15,000.00	
Payment	2001091435	01/09/2020			-10,000.00	
Invoice		01/10/2020	01/10/2020		3,750.00	
Payment	2001101456	01/10/2020			-3,750.00	
Payment	2001101454	01/10/2020			-12,000.00	
Payment	2001101453	01/10/2020			-15,000.00	
Payment	2001101452	01/10/2020			-10,000.00	
Payment	2001101451	01/10/2020			-15,000.00	
Invoice		01/13/2020	01/13/2020		4,875.00	
Payment	2001131513	01/13/2020			-12,000.00	
Payment	2001131512	01/13/2020			-15,000.00	
Payment	2001131510	01/13/2020			-15,000.00	
Payment	2001131511	01/13/2020			-10,000.00	
Payment	2001131514	01/13/2020			-4,875.00	
Payment	2001141515	01/14/2020			-12,000.00	
Payment	2001141513	01/14/2020			-10,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2001141512	01/14/2020			-15,000.00	
Payment	2001141514	01/14/2020			-15,000.00	
Payment	2001151544	01/15/2020			-15,000.00	
Payment	2001151545	01/15/2020			-12,000.00	
Payment	2001151543	01/15/2020			-10,000.00	
Payment	2001151542	01/15/2020			-15,000.00	
Payment	2001161544	01/16/2020			-10,000.00	
Payment	2001161545	01/16/2020			-15,000.00	
Payment	2001161546	01/16/2020			-12,000.00	
Payment	2001161543	01/16/2020			-15,000.00	
Invoice		01/17/2020	01/17/2020		4,875.00	
Invoice		01/17/2020	01/17/2020		3,750.00	
Payment	2001171689	01/17/2020			-3,750.00	
Payment	2001171687	01/17/2020			-12,000.00	
Payment	2001171688	01/17/2020			-4,875.00	
Payment	2001171686	01/17/2020			-15,000.00	
Payment	2001171685	01/17/2020			-10,000.00	
Payment	2001171684	01/17/2020			-15,000.00	
Payment	2001211603	01/21/2020			-12,000.00	
Payment	2001211601	01/21/2020			-10,000.00	
Payment	2001211600	01/21/2020			-15,000.00	
Payment	2001211602	01/21/2020			-15,000.00	
Payment	2001221623	01/22/2020			-12,000.00	
Payment	2001221622	01/22/2020			-15,000.00	
Payment	2001221620	01/22/2020			-15,000.00	
Payment	2001221621	01/22/2020			-10,000.00	
Payment	2001231622	01/23/2020			-12,000.00	
Payment	2001231620	01/23/2020			-10,000.00	
Payment	2001231621	01/23/2020			-15,000.00	
Payment	2001231619	01/23/2020			-15,000.00	
Invoice		01/24/2020	01/24/2020		3,750.00	
Payment	2001241642	01/24/2020			-3,750.00	
Payment	2001241639	01/24/2020			-15,000.00	
Payment	2001241640	01/24/2020			-12,000.00	
Payment	2001241638	01/24/2020			-10,000.00	
Payment	2001241637	01/24/2020			-15,000.00	
Invoice		01/27/2020	01/27/2020		4,875.00	
Payment	2001271634	01/27/2020			-4,875.00	
Payment	2001271633	01/27/2020			-12,000.00	
Payment	2001271631	01/27/2020			-10,000.00	
Payment	2001271632	01/27/2020			-15,000.00	
Payment	2001271630	01/27/2020			-15,000.00	
Payment	2001281662	01/28/2020			-10,000.00	
Payment	2001281663	01/28/2020			-15,000.00	
Payment	2001281664	01/28/2020			-12,000.00	

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Complete Business Solutions Group Inc
Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2001281661	01/28/2020			-15,000.00	
Invoice	58721	01/29/2020	01/29/2020	579	285,000.00	199,500.00
Payment	2001291672	01/29/2020			-12,000.00	
Payment	2001291670	01/29/2020			-10,000.00	
Payment	2001291671	01/29/2020			-15,000.00	
Payment	2001291669	01/29/2020			-15,000.00	
Payment	2001301686	01/30/2020			-12,000.00	
Payment	2001301685	01/30/2020			-15,000.00	
Payment	2001301684	01/30/2020			-10,000.00	
Payment	2001301683	01/30/2020			-15,000.00	
Invoice		01/31/2020	01/31/2020		3,750.00	
Payment	200131748	01/31/2020			-15,000.00	
Payment	200131749	01/31/2020			-10,000.00	
Payment	200131750	01/31/2020			-15,000.00	
Payment	200131751	01/31/2020			-12,000.00	
Payment	200131752	01/31/2020			-3,750.00	
Invoice		02/03/2020	02/03/2020		4,875.00	
Payment	2002030719	02/03/2020			-15,000.00	
Payment	2002030720	02/03/2020			-10,000.00	
Payment	2002030721	02/03/2020			-15,000.00	
Payment	2002030722	02/03/2020			-12,000.00	
Payment	2002030723	02/03/2020			-4,875.00	
Invoice	59397	02/04/2020	02/04/2020		262,000.00	
Payment	2002040742	02/04/2020			-15,000.00	
Payment	2002040743	02/04/2020			-10,000.00	
Payment	2002040744	02/04/2020			-15,000.00	
Payment	2002040745	02/04/2020			-12,000.00	
Invoice		02/05/2020	02/05/2020		4,275.00	
Payment	2002050746	02/05/2020			-15,000.00	
Payment	2002050747	02/05/2020			-10,000.00	
Payment	2002050748	02/05/2020			-15,000.00	
Payment	2002050749	02/05/2020			-12,000.00	
Payment	2002050750	02/05/2020			-4,275.00	
Payment	2002060754	02/06/2020			-15,000.00	
Payment	2002060755	02/06/2020			-10,000.00	
Payment	2002060756	02/06/2020			-15,000.00	
Payment	2002060757	02/06/2020			-12,000.00	
Invoice		02/07/2020	02/07/2020		3,750.00	
Payment	2002070779	02/07/2020			-15,000.00	
Payment	2002070780	02/07/2020			-10,000.00	
Payment	2002070781	02/07/2020			-15,000.00	
Payment	2002070782	02/07/2020			-12,000.00	
Payment	2002070783	02/07/2020			-3,750.00	
Invoice		02/10/2020	02/10/2020		4,875.00	
Payment	2002100738	02/10/2020			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2002100739	02/10/2020			-10,000.00	
Payment	2002100740	02/10/2020			-15,000.00	
Payment	2002100741	02/10/2020			-12,000.00	
Payment	2002100742	02/10/2020			-4,875.00	
Invoice		02/11/2020	02/11/2020		3,930.00	
Payment	2002110776	02/11/2020			-15,000.00	
Payment	2002110777	02/11/2020			-10,000.00	
Payment	2002110778	02/11/2020			-15,000.00	
Payment	2002110779	02/11/2020			-12,000.00	
Payment	2002110780	02/11/2020			-3,930.00	
Invoice		02/12/2020	02/12/2020		4,275.00	
Payment	2002120764	02/12/2020			-15,000.00	
Payment	2002120765	02/12/2020			-10,000.00	
Payment	2002120766	02/12/2020			-15,000.00	
Payment	2002120767	02/12/2020			-12,000.00	
Payment	2002120768	02/12/2020			-4,275.00	
Payment	2002130777	02/13/2020			-15,000.00	
Payment	2002130778	02/13/2020			-10,000.00	
Payment	2002130779	02/13/2020			-15,000.00	
Payment	2002130780	02/13/2020			-12,000.00	
Invoice		02/14/2020	02/14/2020		4,875.00	
Invoice		02/14/2020	02/14/2020		3,750.00	
Payment	2002140981	02/14/2020			-15,000.00	
Payment	2002140982	02/14/2020			-10,000.00	
Payment	2002140983	02/14/2020			-15,000.00	
Payment	2002140984	02/14/2020			-12,000.00	
Payment	2002140985	02/14/2020			-4,875.00	
Payment	2002140986	02/14/2020			-3,750.00	
Invoice		02/18/2020	02/18/2020		3,930.00	
Payment	2002180795	02/18/2020			-15,000.00	
Payment	2002180796	02/18/2020			-10,000.00	
Payment	2002180797	02/18/2020			-15,000.00	
Payment	2002180798	02/18/2020			-12,000.00	
Payment	2002180799	02/18/2020			-3,930.00	
Invoice		02/19/2020	02/19/2020		4,275.00	
Payment	2002190264	02/19/2020			-15,000.00	
Payment	2002190265	02/19/2020			-10,000.00	
Payment	2002190266	02/19/2020			-15,000.00	
Payment	2002190267	02/19/2020			-12,000.00	
Payment	2002190268	02/19/2020			-4,275.00	
Payment	2002201279	02/20/2020			-15,000.00	
Payment	2002201280	02/20/2020			-10,000.00	
Payment	2002201281	02/20/2020			-15,000.00	
Payment	2002201282	02/20/2020			-12,000.00	
Invoice		02/21/2020	02/21/2020	556	3,750.00	3,750.00

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2002210297	02/21/2020			-15,000.00	
Payment	2002210298	02/21/2020			-10,000.00	
Payment	2002210299	02/21/2020			-15,000.00	
Payment	2002210300	02/21/2020			-12,000.00	
Payment	2002210301	02/21/2020			-3,750.00	
Invoice		02/24/2020	02/24/2020		4,875.00	
Payment	2002240251	02/24/2020			-15,000.00	
Payment	2002240252	02/24/2020			-10,000.00	
Payment	2002240253	02/24/2020			-15,000.00	
Payment	2002240254	02/24/2020			-12,000.00	
Payment	2002240255	02/24/2020			-4,875.00	
Invoice		02/25/2020	02/25/2020	552	409,500.00	311,220.00
Invoice		02/25/2020	02/25/2020		3,930.00	
Payment	2002250315	02/25/2020			-15,000.00	
Payment	2002250316	02/25/2020			-10,000.00	
Payment	2002250317	02/25/2020			-15,000.00	
Payment	2002250318	02/25/2020			-12,000.00	
Payment	2002250319	02/25/2020			-3,930.00	
Invoice		02/26/2020	02/26/2020		4,275.00	
Payment	2002260296	02/26/2020			-15,000.00	
Payment	2002260297	02/26/2020			-10,000.00	
Payment	2002260298	02/26/2020			-15,000.00	
Payment	2002260299	02/26/2020			-12,000.00	
Payment	2002260300	02/26/2020			-4,275.00	
Payment	2002270305	02/27/2020			-15,000.00	
Payment	2002270306	02/27/2020			-10,000.00	
Payment	2002270307	02/27/2020			-15,000.00	
Payment	2002270308	02/27/2020			-12,000.00	
Invoice		02/28/2020	02/28/2020	549	3,750.00	3,750.00
Payment	2002280325	02/28/2020			-15,000.00	
Payment	2002280326	02/28/2020			-10,000.00	
Payment	2002280327	02/28/2020			-15,000.00	
Payment	2002280328	02/28/2020			-12,000.00	
Payment	2002280329	02/28/2020			-3,750.00	
Invoice		03/02/2020	03/02/2020	546	4,875.00	4,875.00
Payment	2003020295	03/02/2020			-15,000.00	
Payment	2003020296	03/02/2020			-10,000.00	
Payment	2003020297	03/02/2020			-15,000.00	
Payment	2003020298	03/02/2020			-12,000.00	
Payment	2003020299	03/02/2020			-4,875.00	
Invoice		03/03/2020	03/03/2020		3,930.00	
Invoice		03/03/2020	03/03/2020		6,142.50	
Payment	2003030341	03/03/2020			-15,000.00	
Payment	2003030342	03/03/2020			-10,000.00	
Payment	2003030343	03/03/2020			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2003030344	03/03/2020			-12,000.00	
Payment	2003030345	03/03/2020			-3,930.00	
Payment	2003030346	03/03/2020			-6,142.50	
Invoice		03/04/2020	03/04/2020		4,275.00	
Payment	2000730563	03/04/2020			-15,000.00	
Payment	2000730564	03/04/2020			-10,000.00	
Payment	2000730565	03/04/2020			-15,000.00	
Payment	2000730566	03/04/2020			-12,000.00	
Payment	2000730567	03/04/2020			-4,275.00	
Payment	2003051295	03/05/2020			-15,000.00	
Payment	2003051296	03/05/2020			-10,000.00	
Payment	2003051297	03/05/2020			-15,000.00	
Payment	2003051298	03/05/2020			-12,000.00	
Invoice		03/06/2020	03/06/2020	542	3,750.00	3,750.00
Payment	2003061320	03/06/2020			-15,000.00	
Payment	2003061321	03/06/2020			-10,000.00	
Payment	2003061322	03/06/2020			-15,000.00	
Payment	2003061323	03/06/2020			-12,000.00	
Payment	2003061324	03/06/2020			-3,750.00	
Invoice		03/09/2020	03/09/2020		4,875.00	
Payment	2003091239	03/09/2020			-12,000.00	
Payment	2003091240	03/09/2020			-15,000.00	
Payment	2003091241	03/09/2020			-10,000.00	
Payment	2003091242	03/09/2020			-15,000.00	
Payment	2003091243	03/09/2020			-4,875.00	
Invoice		03/10/2020	03/10/2020		3,930.00	
Invoice		03/10/2020	03/10/2020		6,142.50	
Payment	2003101281	03/10/2020			-12,000.00	
Payment	2003101282	03/10/2020			-15,000.00	
Payment	2003101283	03/10/2020			-10,000.00	
Payment	2003101284	03/10/2020			-15,000.00	
Payment	2003101285	03/10/2020			-3,930.00	
Payment	2003101286	03/10/2020			-6,142.50	
Invoice		03/11/2020	03/11/2020	537	4,275.00	4,275.00
Payment	2003110241	03/11/2020			-12,000.00	
Payment	2003110242	03/11/2020			-15,000.00	
Payment	2003110243	03/11/2020			-10,000.00	
Payment	2003110244	03/11/2020			-15,000.00	
Payment	2003110245	03/11/2020			-4,275.00	
Payment	2003120249	03/12/2020			-12,000.00	
Payment	2003120250	03/12/2020			-15,000.00	
Payment	2003120251	03/12/2020			-10,000.00	
Payment	2003120252	03/12/2020			-15,000.00	
Invoice		03/13/2020	03/13/2020	535	3,750.00	3,750.00
Payment	2003130199	03/13/2020			-3,750.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2003131623	03/13/2020			-12,000.00	
Payment	2003130960	03/13/2020			-15,000.00	
Payment	2003130961	03/13/2020			-15,000.00	
Payment	2003130962	03/13/2020			-10,000.00	
Invoice		03/16/2020	03/16/2020	532	4,875.00	4,875.00
Payment	2003160188	03/16/2020			-4,875.00	
Payment	2003161494	03/16/2020			-12,000.00	
Payment	2003160875	03/16/2020			-15,000.00	
Payment	2003160876	03/16/2020			-15,000.00	
Payment	2003160877	03/16/2020			-10,000.00	
Invoice		03/17/2020	03/17/2020	531	410,000.00	330,050.00
Invoice		03/17/2020	03/17/2020		3,930.00	
Invoice		03/17/2020	03/17/2020		6,142.50	
Payment	2003170226	03/17/2020			-3,930.00	
Payment	2003170227	03/17/2020			-6,142.50	
Payment	2003171555	03/17/2020			-12,000.00	
Payment	2003170930	03/17/2020			-15,000.00	
Payment	2003170931	03/17/2020			-15,000.00	
Payment	2003170932	03/17/2020			-10,000.00	
Invoice		03/18/2020	03/18/2020	530	4,275.00	4,275.00
Payment	2003180219	03/18/2020			-4,275.00	
Payment	2003181573	03/18/2020			-12,000.00	
Payment	2003180951	03/18/2020			-15,000.00	
Payment	2003180952	03/18/2020			-15,000.00	
Payment	2003180953	03/18/2020			-10,000.00	
Payment	2003190944	03/19/2020			-15,000.00	
Payment	2003190945	03/19/2020			-15,000.00	
Payment	2003190946	03/19/2020			-10,000.00	
Payment	2003191598	03/19/2020			-12,000.00	
Invoice		03/20/2020	03/20/2020	528	3,750.00	3,750.00
Payment	2003200202	03/20/2020			-3,750.00	
Payment	2003200915	03/20/2020			-15,000.00	
Payment	2003200916	03/20/2020			-15,000.00	
Payment	2003200917	03/20/2020			-10,000.00	
Payment	2003201548	03/20/2020			-12,000.00	
Invoice		03/23/2020	03/23/2020	525	4,875.00	4,875.00
Payment	2003230650	03/23/2020			-15,000.00	
Payment	2003230651	03/23/2020			-15,000.00	
Payment	2003230652	03/23/2020			-10,000.00	
Payment	2003230653	03/23/2020			-4,875.00	
Payment	2003231499	03/23/2020			-12,000.00	
Invoice		03/24/2020	03/23/2020	525	140,000.00	14,000.00
Invoice		03/24/2020	03/24/2020		3,930.00	
Invoice		03/24/2020	03/24/2020		6,142.50	
Invoice		03/24/2020	03/24/2020		6,150.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2003240372	03/24/2020			-1,400.00	
Payment	2003240783	03/24/2020			-15,000.00	
Payment	2003240784	03/24/2020			-15,000.00	
Payment	2003240785	03/24/2020			-10,000.00	
Payment	2003240786	03/24/2020			-3,930.00	
Payment	2003240787	03/24/2020			-6,142.50	
Payment	2003240788	03/24/2020			-6,150.00	
Payment	2003241548	03/24/2020			-12,000.00	
Invoice		03/25/2020	03/25/2020	523	4,275.00	4,275.00
Payment	2003250353	03/25/2020			-4,275.00	
Payment	2003250354	03/25/2020			-1,400.00	
Payment	2003250817	03/25/2020			-15,000.00	
Payment	2003250818	03/25/2020			-15,000.00	
Payment	2003250819	03/25/2020			-10,000.00	
Payment	2003251535	03/25/2020			-12,000.00	
Payment		03/26/2020			-325,000.00	-14,625.00
Payment	2003260301	03/26/2020			-1,400.00	
Payment	2003260812	03/26/2020			-15,000.00	
Payment	2003260813	03/26/2020			-15,000.00	
Payment	2003260814	03/26/2020			-10,000.00	
Payment	2003261546	03/26/2020			-12,000.00	
Invoice		03/27/2020	03/27/2020	521	3,750.00	3,750.00
Payment	2003270301	03/27/2020			-3,750.00	
Payment	2003270302	03/27/2020			-1,400.00	
Payment	2003270795	03/27/2020			-15,000.00	
Payment	2003270796	03/27/2020			-15,000.00	
Payment	2003270797	03/27/2020			-10,000.00	
Payment	2003271515	03/27/2020			-12,000.00	
Invoice		03/30/2020	03/30/2020	518	410,000.00	342,350.00
Payment	2003300303	03/30/2020			-1,400.00	
Payment	2003300738	03/30/2020			-15,000.00	
Payment	2003300739	03/30/2020			-15,000.00	
Payment	2003300740	03/30/2020			-10,000.00	
Payment	2003301459	03/30/2020			-12,000.00	
Invoice		03/31/2020	03/31/2020		3,930.00	
Invoice		03/31/2020	03/31/2020		6,142.50	
Invoice		03/31/2020	03/31/2020		6,150.00	
Payment	2003310323	03/31/2020			-1,400.00	
Payment	2003310742	03/31/2020			-15,000.00	
Payment	2003310743	03/31/2020			-15,000.00	
Payment	2003310744	03/31/2020			-10,000.00	
Payment	2003310745	03/31/2020			-3,930.00	
Payment	2003310746	03/31/2020			-6,142.50	
Payment	2003310747	03/31/2020			-6,150.00	
Payment	2003311451	03/31/2020			-12,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice		04/01/2020	04/01/2020	516	4,275.00	4,275.00
Payment	2004010321	04/01/2020			-4,275.00	
Payment	2004010322	04/01/2020			-1,400.00	
Payment	2004010773	04/01/2020			-15,000.00	
Payment	2004010774	04/01/2020			-15,000.00	
Payment	2004010775	04/01/2020			-10,000.00	
Payment	2004011435	04/01/2020			-12,000.00	
Payment	2004020283	04/02/2020			-1,400.00	
Payment	2004020787	04/02/2020			-15,000.00	
Payment	2004020788	04/02/2020			-15,000.00	
Payment	2004020789	04/02/2020			-10,000.00	
Payment	2004021482	04/02/2020			-12,000.00	
Invoice		04/03/2020	04/03/2020	514	3,750.00	3,750.00
Payment	2004030289	04/03/2020			-3,750.00	
Payment	2004030290	04/03/2020			-1,400.00	
Payment	2004030778	04/03/2020			-15,000.00	
Payment	2004030779	04/03/2020			-15,000.00	
Payment	2004030780	04/03/2020			-10,000.00	
Payment	2004031464	04/03/2020			-12,000.00	
Invoice		04/06/2020	04/06/2020		6,150.00	
Payment	2004060303	04/06/2020			-1,400.00	
Payment	2004060730	04/06/2020			-15,000.00	
Payment	2004060731	04/06/2020			-15,000.00	
Payment	2004060732	04/06/2020			-10,000.00	
Payment	2004060733	04/06/2020			-6,150.00	
Payment	2004061431	04/06/2020			-12,000.00	
Invoice		04/07/2020	04/07/2020		3,930.00	
Invoice		04/07/2020	04/07/2020		6,142.50	
Invoice		04/07/2020	04/07/2020		6,150.00	
Payment	2004070275	04/07/2020			-1,400.00	
Payment	2004070747	04/07/2020			-15,000.00	
Payment	2004070748	04/07/2020			-15,000.00	
Payment	2004070749	04/07/2020			-10,000.00	
Payment	2004070750	04/07/2020			-3,930.00	
Payment	2004070751	04/07/2020			-6,142.50	
Payment	2004070752	04/07/2020			-6,150.00	
Payment	2004071401	04/07/2020			-12,000.00	
Invoice		04/08/2020	04/08/2020	509	4,275.00	4,275.00
Payment	2004080273	04/08/2020			-4,275.00	
Payment	2004080274	04/08/2020			-1,400.00	
Payment	2004080783	04/08/2020			-15,000.00	
Payment	2004080784	04/08/2020			-15,000.00	
Payment	2004080785	04/08/2020			-10,000.00	
Payment	2004081393	04/08/2020			-12,000.00	
Payment	2004090742	04/09/2020			-15,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2004090743	04/09/2020			-15,000.00	
Payment	2004090744	04/09/2020			-10,000.00	
Payment	2004091368	04/09/2020			-12,000.00	
Payment	2004090225	04/09/2020			-1,400.00	
Invoice		04/10/2020	04/10/2020	507	3,750.00	3,750.00
Payment	2004100810	04/10/2020			-15,000.00	
Payment	2004100811	04/10/2020			-15,000.00	
Payment	2004100812	04/10/2020			-10,000.00	
Payment	2004101325	04/10/2020			-12,000.00	
Payment	2004100242	04/10/2020			-3,750.00	
Payment	2004100243	04/10/2020			-1,400.00	
Invoice		04/13/2020	04/13/2020		6,150.00	
Payment	2004130792	04/13/2020			-15,000.00	
Payment	2004130793	04/13/2020			-15,000.00	
Payment	2004130794	04/13/2020			-10,000.00	
Payment	2004130795	04/13/2020			-6,150.00	
Payment	2004130252	04/13/2020			-1,400.00	
Payment	2004131290	04/13/2020			-12,000.00	
Invoice		04/14/2020	04/14/2020		3,930.00	
Invoice		04/14/2020	04/14/2020	503	6,142.50	6,142.50
Invoice		04/14/2020	04/14/2020		6,150.00	
Payment	2004140783	04/14/2020			-15,000.00	
Payment	2004140784	04/14/2020			-15,000.00	
Payment	2004140785	04/14/2020			-10,000.00	
Payment	2004140786	04/14/2020			-3,930.00	
Payment	2004140787	04/14/2020			-6,142.50	
Payment	2004140788	04/14/2020			-6,150.00	
Payment	2004140245	04/14/2020			-1,400.00	
Payment	2004141287	04/14/2020			-12,000.00	
Invoice		04/15/2020	04/15/2020	502	4,275.00	4,275.00
Payment	2004150767	04/15/2020			-15,000.00	
Payment	2004150768	04/15/2020			-15,000.00	
Payment	2004150769	04/15/2020			-10,000.00	
Payment	2004151267	04/15/2020			-12,000.00	
Payment	2004150236	04/15/2020			-4,275.00	
Payment	2004150237	04/15/2020			-1,400.00	
Payment	2004160785	04/16/2020			-15,000.00	
Payment	2004160786	04/16/2020			-15,000.00	
Payment	2004160787	04/16/2020			-10,000.00	
Payment	2004160238	04/16/2020			-1,400.00	
Payment	2004161282	04/16/2020			-12,000.00	
Invoice		04/17/2020	04/17/2020	500	3,750.00	3,750.00
Payment	2004170766	04/17/2020			-15,000.00	
Payment	2004170767	04/17/2020			-15,000.00	
Payment	2004170768	04/17/2020			-10,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2004170237	04/17/2020			-3,750.00	
Payment	2004170238	04/17/2020			-1,400.00	
Payment	2004171260	04/17/2020			-12,000.00	
Invoice		04/20/2020	04/20/2020		6,150.00	
Payment	2004200761	04/20/2020			-15,000.00	
Payment	2004200762	04/20/2020			-15,000.00	
Payment	2004200763	04/20/2020			-10,000.00	
Payment	2004201235	04/20/2020			-12,000.00	
Payment	2004200225	04/20/2020			-1,400.00	
Payment	2004200226	04/20/2020			-6,150.00	
Invoice		04/21/2020	04/21/2020		3,930.00	
Invoice		04/21/2020	04/21/2020	496	6,142.50	6,142.50
Invoice		04/21/2020	04/21/2020		6,150.00	
Payment	2004211239	04/21/2020			-12,000.00	
Payment	2004210229	04/21/2020			-1,400.00	
Payment	2004210752	04/21/2020			-15,000.00	
Payment	2004210753	04/21/2020			-15,000.00	
Payment	2004210754	04/21/2020			-10,000.00	
Payment	2004210755	04/21/2020			-3,930.00	
Payment	2004210756	04/21/2020			-6,142.50	
Payment	2004210757	04/21/2020			-6,150.00	
Invoice		04/22/2020	04/22/2020	495	4,275.00	4,275.00
Payment	2004221214	04/22/2020			-12,000.00	
Payment	2004220226	04/22/2020			-4,275.00	
Payment	2004220227	04/22/2020			-1,400.00	
Payment	2004220735	04/22/2020			-15,000.00	
Payment	2004220736	04/22/2020			-15,000.00	
Payment	2004220737	04/22/2020			-10,000.00	
Payment	2004230223	04/23/2020			-1,400.00	
Payment	2004230714	04/23/2020			-15,000.00	
Payment	2004230715	04/23/2020			-15,000.00	
Payment	2004230716	04/23/2020			-10,000.00	
Payment	2004231192	04/23/2020			-12,000.00	
Invoice		04/24/2020	04/24/2020	493	3,750.00	3,750.00
Payment	2004240293	04/24/2020			-3,750.00	
Payment	2004240294	04/24/2020			-1,400.00	
Payment	2004240782	04/24/2020			-15,000.00	
Payment	2004240783	04/24/2020			-15,000.00	
Payment	2004240784	04/24/2020			-10,000.00	
Payment	2004241256	04/24/2020			-12,000.00	
Invoice		04/27/2020	04/27/2020		6,150.00	
Payment	2004270246	04/27/2020			-1,400.00	
Payment	2004270247	04/27/2020			-6,150.00	
Payment	2004270739	04/27/2020			-15,000.00	
Payment	2004270740	04/27/2020			-15,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2004270741	04/27/2020			-10,000.00	
Payment	2004271190	04/27/2020			-12,000.00	
Invoice		04/28/2020	04/28/2020		3,930.00	
Invoice		04/28/2020	04/28/2020	489	6,142.50	6,142.50
Invoice		04/28/2020	04/28/2020		6,150.00	
Payment	2004280258	04/28/2020			-1,400.00	
Payment	2004280698	04/28/2020			-15,000.00	
Payment	2004280699	04/28/2020			-15,000.00	
Payment	2004280700	04/28/2020			-10,000.00	
Payment	2004280701	04/28/2020			-3,930.00	
Payment	2004280702	04/28/2020			-6,142.50	
Payment	2004280703	04/28/2020			-6,150.00	
Payment	2004281151	04/28/2020			-12,000.00	
Invoice		04/29/2020	04/29/2020	488	4,275.00	4,275.00
Payment	2004290254	04/29/2020			-4,275.00	
Payment	2004290255	04/29/2020			-1,400.00	
Payment	2004290693	04/29/2020			-15,000.00	
Payment	2004290694	04/29/2020			-15,000.00	
Payment	2004290695	04/29/2020			-10,000.00	
Payment	2004291135	04/29/2020			-12,000.00	
Invoice		04/30/2020	04/30/2020	487	1,400,000.00	925,806.56
Payment	2004300256	04/30/2020			-1,400.00	
Payment	2004300257	04/30/2020			-7,526.88	
Payment	2004300710	04/30/2020			-15,000.00	
Payment	2004300711	04/30/2020			-15,000.00	
Payment	2004300712	04/30/2020			-10,000.00	
Payment	2004301160	04/30/2020			-12,000.00	
Invoice		05/01/2020	05/01/2020	486	3,750.00	3,750.00
Payment	2005010400	05/01/2020			-15,000.00	
Payment	2005010401	05/01/2020			-15,000.00	
Payment	2005010402	05/01/2020			-10,000.00	
Payment	2005010403	05/01/2020			-3,750.00	
Payment	2005010404	05/01/2020			-1,400.00	
Payment	2005010405	05/01/2020			-7,526.88	
Payment	2005011033	05/01/2020			-12,000.00	
Invoice		05/04/2020	05/04/2020		6,150.00	
Payment	2005040395	05/04/2020			-15,000.00	
Payment	2005040396	05/04/2020			-15,000.00	
Payment	2005040397	05/04/2020			-10,000.00	
Payment	2005040398	05/04/2020			-1,400.00	
Payment	2005040399	05/04/2020			-6,150.00	
Payment	2005040400	05/04/2020			-7,526.88	
Payment	2005041002	05/04/2020			-12,000.00	
Invoice		05/05/2020	05/05/2020		3,930.00	
Invoice		05/05/2020	05/05/2020	482	6,142.50	6,142.50

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice		05/05/2020	05/05/2020	482	6,150.00	6,150.00
Payment	2005050400	05/05/2020			-15,000.00	
Payment	2005050401	05/05/2020			-15,000.00	
Payment	2005050402	05/05/2020			-10,000.00	
Payment	2005050403	05/05/2020			-3,930.00	
Payment	2005050404	05/05/2020			-6,142.50	
Payment	2005050405	05/05/2020			-6,150.00	
Payment	2005050406	05/05/2020			-1,400.00	
Payment	2005050407	05/05/2020			-7,526.88	
Payment	2005051026	05/05/2020			-12,000.00	
Invoice		05/06/2020	05/06/2020	481	4,275.00	4,275.00
Payment	2005060383	05/06/2020			-15,000.00	
Payment	2005060384	05/06/2020			-15,000.00	
Payment	2005060385	05/06/2020			-10,000.00	
Payment	2005060386	05/06/2020			-1,400.00	
Payment	2005060387	05/06/2020			-7,526.88	
Payment	2005060984	05/06/2020			-12,000.00	
Payment	2005061225	05/06/2020			-4,275.00	
Payment	2005071009	05/07/2020			-12,000.00	
Payment	2005070381	05/07/2020			-15,000.00	
Payment	2005070382	05/07/2020			-15,000.00	
Payment	2005070383	05/07/2020			-10,000.00	
Payment	2005070384	05/07/2020			-1,400.00	
Payment	2005070385	05/07/2020			-7,526.88	
Invoice		05/08/2020	05/08/2020	479	3,750.00	3,750.00
Payment	2005080374	05/08/2020			-15,000.00	
Payment	2005080375	05/08/2020			-15,000.00	
Payment	2005080376	05/08/2020			-10,000.00	
Payment	2005080377	05/08/2020			-3,750.00	
Payment	2005080378	05/08/2020			-1,400.00	
Payment	2005080379	05/08/2020			-7,526.88	
Payment	2005080996	05/08/2020			-12,000.00	
Invoice		05/11/2020	05/11/2020		6,150.00	
Payment	2005110400	05/11/2020			-15,000.00	
Payment	2005110401	05/11/2020			-15,000.00	
Payment	2005110402	05/11/2020			-10,000.00	
Payment	2005110403	05/11/2020			-1,400.00	
Payment	2005110404	05/11/2020			-6,150.00	
Payment	2005110405	05/11/2020			-7,526.88	
Payment	2005110999	05/11/2020			-12,000.00	
Invoice		05/12/2020	05/12/2020		3,930.00	
Invoice		05/12/2020	05/12/2020	475	6,142.50	6,142.50
Invoice		05/12/2020	05/12/2020	475	6,150.00	6,150.00
Payment	2005120402	05/12/2020			-15,000.00	
Payment	2005120403	05/12/2020			-15,000.00	

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Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2005120404	05/12/2020			-10,000.00	
Payment	2005120405	05/12/2020			-3,930.00	
Payment	2005120406	05/12/2020			-6,142.50	
Payment	2005120407	05/12/2020			-6,150.00	
Payment	2005120408	05/12/2020			-1,400.00	
Payment	2005120409	05/12/2020			-7,526.88	
Payment	2005121016	05/12/2020			-12,000.00	
Invoice		05/13/2020	05/13/2020	474	4,275.00	4,275.00
Payment	2005130421	05/13/2020			-15,000.00	
Payment	2005130422	05/13/2020			-15,000.00	
Payment	2005130423	05/13/2020			-10,000.00	
Payment	2005130424	05/13/2020			-1,400.00	
Payment	2005130425	05/13/2020			-7,526.88	
Payment	2005131029	05/13/2020			-12,000.00	
Payment	2005131250	05/13/2020			-4,275.00	
Payment	2005140390	05/14/2020			-15,000.00	
Payment	2005140391	05/14/2020			-15,000.00	
Payment	2005140392	05/14/2020			-10,000.00	
Payment	2005140393	05/14/2020			-1,400.00	
Payment	2005140394	05/14/2020			-7,526.88	
Payment	2005141025	05/14/2020			-12,000.00	
Invoice		05/15/2020	05/15/2020	472	3,750.00	3,750.00
Payment	2005150397	05/15/2020			-15,000.00	
Payment	2005150398	05/15/2020			-15,000.00	
Payment	2005150399	05/15/2020			-10,000.00	
Payment	2005150400	05/15/2020			-3,750.00	
Payment	2005150401	05/15/2020			-1,400.00	
Payment	2005150402	05/15/2020			-7,526.88	
Payment	2005151037	05/15/2020			-12,000.00	
Invoice		05/18/2020	05/18/2020	469	1,000,000.00	1,000,000.00
Invoice		05/18/2020	05/18/2020	469	6,150.00	6,150.00
Payment	2005180394	05/18/2020			-15,000.00	
Payment	2005180395	05/18/2020			-15,000.00	
Payment	2005180396	05/18/2020			-10,000.00	
Payment	2005180397	05/18/2020			-1,400.00	
Payment	2005180398	05/18/2020			-6,150.00	
Payment	2005180399	05/18/2020			-7,526.88	
Payment	2005181023	05/18/2020			-12,000.00	
Invoice		05/19/2020	05/19/2020		3,930.00	
Invoice		05/19/2020	05/19/2020	468	6,142.50	6,142.50
Invoice		05/19/2020	05/19/2020	468	6,150.00	6,150.00
Payment	2005190379	05/19/2020			-15,000.00	
Payment	2005190380	05/19/2020			-15,000.00	
Payment	2005190381	05/19/2020			-10,000.00	
Payment	2005190382	05/19/2020			-3,930.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2005190383	05/19/2020			-6,142.50	
Payment	2005190384	05/19/2020			-6,150.00	
Payment	2005190385	05/19/2020			-1,400.00	
Payment	2005190386	05/19/2020			-7,526.88	
Payment	2005190999	05/19/2020			-12,000.00	
Invoice		05/20/2020	05/20/2020	467	4,275.00	4,275.00
Payment	2005200382	05/20/2020			-15,000.00	
Payment	2005200383	05/20/2020			-15,000.00	
Payment	2005200384	05/20/2020			-10,000.00	
Payment	2005200385	05/20/2020			-1,400.00	
Payment	2005200386	05/20/2020			-7,526.88	
Payment	2005200983	05/20/2020			-12,000.00	
Payment	2005201250	05/20/2020			-4,275.00	
Payment	2005210384	05/21/2020			-15,000.00	
Payment	2005210385	05/21/2020			-15,000.00	
Payment	2005210386	05/21/2020			-10,000.00	
Payment	2005210387	05/21/2020			-1,400.00	
Payment	2005210388	05/21/2020			-7,526.88	
Payment	2005211001	05/21/2020			-12,000.00	
Invoice		05/22/2020	05/22/2020	465	3,750.00	3,750.00
Invoice		05/22/2020	05/22/2020	465	6,150.00	6,150.00
Payment	2005220414	05/22/2020			-15,000.00	
Payment	2005220415	05/22/2020			-15,000.00	
Payment	2005220416	05/22/2020			-10,000.00	
Payment	2005220417	05/22/2020			-3,750.00	
Payment	2005220418	05/22/2020			-1,400.00	
Payment	2005220419	05/22/2020			-6,150.00	
Payment	2005220420	05/22/2020			-7,526.88	
Payment	2005220880	05/22/2020			-12,000.00	
Invoice		05/26/2020	05/26/2020		3,930.00	
Invoice		05/26/2020	05/26/2020	461	6,142.50	6,142.50
Invoice		05/26/2020	05/26/2020	461	6,150.00	6,150.00
Payment	2005260385	05/26/2020			-15,000.00	
Payment	2005260386	05/26/2020			-15,000.00	
Payment	2005260387	05/26/2020			-10,000.00	
Payment	2005260388	05/26/2020			-3,930.00	
Payment	2005260389	05/26/2020			-6,142.50	
Payment	2005260390	05/26/2020			-6,150.00	
Payment	2005260391	05/26/2020			-1,400.00	
Payment	2005260392	05/26/2020			-7,526.88	
Payment	2005260817	05/26/2020			-12,000.00	
Invoice		05/27/2020	05/27/2020	460	4,275.00	4,275.00
Payment	2005270389	05/27/2020			-15,000.00	
Payment	2005270390	05/27/2020			-15,000.00	
Payment	2005270391	05/27/2020			-10,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2005270392	05/27/2020			-1,400.00	
Payment	2005270393	05/27/2020			-7,526.88	
Payment	2005270800	05/27/2020			-12,000.00	
Payment	2005271061	05/27/2020			-4,275.00	
Payment	2005280398	05/28/2020			-15,000.00	
Payment	2005280399	05/28/2020			-15,000.00	
Payment	2005280400	05/28/2020			-10,000.00	
Payment	2005280401	05/28/2020			-1,400.00	
Payment	2005280402	05/28/2020			-7,526.88	
Payment	2005280842	05/28/2020			-12,000.00	
Invoice		05/29/2020	05/29/2020	458	3,750.00	3,750.00
Payment	2005290402	05/29/2020			-15,000.00	
Payment	2005290403	05/29/2020			-10,000.00	
Payment	2005290404	05/29/2020			-15,000.00	
Payment	2005290405	05/29/2020			-3,750.00	
Payment	2005290406	05/29/2020			-1,400.00	
Payment	2005290407	05/29/2020			-7,526.88	
Payment	2005290842	05/29/2020			-12,000.00	
Invoice		06/01/2020	06/01/2020	455	6,150.00	6,150.00
Payment	2006010401	06/01/2020			-15,000.00	
Payment	2006010402	06/01/2020			-15,000.00	
Payment	2006010403	06/01/2020			-10,000.00	
Payment	2006010404	06/01/2020			-1,400.00	
Payment	2006010405	06/01/2020			-6,150.00	
Payment	2006010406	06/01/2020			-7,526.88	
Payment	2006010807	06/01/2020			-12,000.00	
Invoice		06/02/2020	06/02/2020		3,930.00	
Invoice		06/02/2020	06/02/2020	454	6,142.50	6,142.50
Invoice		06/02/2020	06/02/2020	454	6,150.00	6,150.00
Payment	2006020396	06/02/2020			-15,000.00	
Payment	2006020397	06/02/2020			-15,000.00	
Payment	2006020398	06/02/2020			-10,000.00	
Payment	2006020399	06/02/2020			-3,930.00	
Payment	2006020400	06/02/2020			-6,142.50	
Payment	2006020401	06/02/2020			-6,150.00	
Payment	2006020402	06/02/2020			-1,400.00	
Payment	2006020403	06/02/2020			-7,526.88	
Payment	2006020821	06/02/2020			-12,000.00	
Invoice		06/03/2020	06/03/2020	453	4,275.00	4,275.00
Payment	2006030398	06/03/2020			-15,000.00	
Payment	2006030399	06/03/2020			-15,000.00	
Payment	2006030400	06/03/2020			-10,000.00	
Payment	2006030401	06/03/2020			-1,400.00	
Payment	2006030402	06/03/2020			-7,526.88	
Payment	2006030815	06/03/2020			-12,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2006031057	06/03/2020			-4,275.00	
Payment	2006040405	06/04/2020			-15,000.00	
Payment	2006040406	06/04/2020			-15,000.00	
Payment	2006040407	06/04/2020			-10,000.00	
Payment	2006040408	06/04/2020			-1,400.00	
Payment	2006040409	06/04/2020			-7,526.88	
Payment	2006040846	06/04/2020			-12,000.00	
Invoice		06/05/2020	06/05/2020	451	3,750.00	3,750.00
Payment	2006050422	06/05/2020			-15,000.00	
Payment	2006050423	06/05/2020			-15,000.00	
Payment	2006050424	06/05/2020			-10,000.00	
Payment	2006050425	06/05/2020			-3,750.00	
Payment	2006050426	06/05/2020			-1,400.00	
Payment	2006050427	06/05/2020			-7,526.88	
Payment	2006050866	06/05/2020			-12,000.00	
Invoice		06/08/2020	06/08/2020	448	6,150.00	6,150.00
Payment	2006080425	06/08/2020			-15,000.00	
Payment	2006080426	06/08/2020			-15,000.00	
Payment	2006080427	06/08/2020			-10,000.00	
Payment	2006080428	06/08/2020			-1,400.00	
Payment	2006080429	06/08/2020			-6,150.00	
Payment	2006080430	06/08/2020			-7,526.88	
Payment	2006080850	06/08/2020			-12,000.00	
Invoice		06/09/2020	06/09/2020		3,930.00	
Invoice		06/09/2020	06/09/2020	447	6,142.50	6,142.50
Invoice		06/09/2020	06/09/2020	447	6,150.00	6,150.00
Payment	2006090442	06/09/2020			-15,000.00	
Payment	2006090443	06/09/2020			-15,000.00	
Payment	2006090444	06/09/2020			-10,000.00	
Payment	2006090445	06/09/2020			-3,930.00	
Payment	2006090446	06/09/2020			-6,142.50	
Payment	2006090447	06/09/2020			-6,150.00	
Payment	2006090448	06/09/2020			-1,400.00	
Payment	2006090449	06/09/2020			-7,526.88	
Payment	2006090886	06/09/2020			-12,000.00	
Invoice		06/10/2020	06/10/2020	446	4,275.00	4,275.00
Payment	2006110070	06/10/2020			-15,000.00	
Payment	2006110071	06/10/2020			-15,000.00	
Payment	2006110072	06/10/2020			-10,000.00	
Payment	2006100421	06/10/2020			-12,000.00	
Payment	2006101005	06/10/2020			-4,275.00	
Payment	2006101006	06/10/2020			-1,400.00	
Payment	2006101007	06/10/2020			-7,526.88	
Payment	2006110099	06/11/2020			-15,000.00	
Payment	2006110100	06/11/2020			-15,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2006110101	06/11/2020			-10,000.00	
Payment	2006110472	06/11/2020			-12,000.00	
Payment	2006111019	06/11/2020			-1,400.00	
Payment	2006111020	06/11/2020			-7,526.88	
Invoice		06/12/2020	06/12/2020	444	3,750.00	3,750.00
Payment	2006120102	06/12/2020			-15,000.00	
Payment	2006120103	06/12/2020			-15,000.00	
Payment	2006120104	06/12/2020			-10,000.00	
Payment	2006120105	06/12/2020			-3,750.00	
Payment	2006120471	06/12/2020			-12,000.00	
Payment	2006121014	06/12/2020			-1,400.00	
Payment	2006121015	06/12/2020			-7,526.88	
Invoice		06/15/2020	06/15/2020	441	6,150.00	6,150.00
Payment	2006150120	06/15/2020			-15,000.00	
Payment	2006150121	06/15/2020			-15,000.00	
Payment	2006150122	06/15/2020			-10,000.00	
Payment	2006150123	06/15/2020			-1,400.00	
Payment	2006150124	06/15/2020			-6,150.00	
Payment	2006150125	06/15/2020			-7,526.88	
Payment	2006150725	06/15/2020			-12,000.00	
Invoice		06/16/2020	06/16/2020		3,930.00	
Invoice		06/16/2020	06/16/2020	440	6,142.50	6,142.50
Invoice		06/16/2020	06/16/2020	440	6,150.00	6,150.00
Payment	2006160126	06/16/2020			-15,000.00	
Payment	2006160127	06/16/2020			-15,000.00	
Payment	2006160128	06/16/2020			-10,000.00	
Payment	2006160129	06/16/2020			-3,930.00	
Payment	2006160130	06/16/2020			-6,142.50	
Payment	2006160131	06/16/2020			-6,150.00	
Payment	2006160132	06/16/2020			-1,400.00	
Payment	2006160133	06/16/2020			-7,526.88	
Payment	2006160742	06/16/2020			-12,000.00	
Invoice		06/17/2020	06/17/2020	439	4,275.00	4,275.00
Payment	2006170104	06/17/2020			-15,000.00	
Payment	2006170105	06/17/2020			-15,000.00	
Payment	2006170106	06/17/2020			-10,000.00	
Payment	2006170107	06/17/2020			-1,400.00	
Payment	2006170108	06/17/2020			-7,526.88	
Payment	2006170724	06/17/2020			-12,000.00	
Payment	2006171248	06/17/2020			-4,275.00	
Payment	2006180138	06/18/2020			-15,000.00	
Payment	2006180139	06/18/2020			-15,000.00	
Payment	2006180140	06/18/2020			-10,000.00	
Payment	2006180141	06/18/2020			-1,400.00	
Payment	2006180142	06/18/2020			-7,526.88	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2006180780	06/18/2020			-12,000.00	
Invoice		06/19/2020	06/19/2020	437	3,750.00	3,750.00
Payment	2006190134	06/19/2020			-15,000.00	
Payment	2006190135	06/19/2020			-15,000.00	
Payment	2006190136	06/19/2020			-10,000.00	
Payment	2006190137	06/19/2020			-3,750.00	
Payment	2006190138	06/19/2020			-1,400.00	
Payment	2006190139	06/19/2020			-7,526.88	
Payment	2006190776	06/19/2020			-12,000.00	
Invoice		06/22/2020	06/22/2020	434	6,150.00	6,150.00
Payment	2006220136	06/22/2020			-15,000.00	
Payment	2006220137	06/22/2020			-15,000.00	
Payment	2006220138	06/22/2020			-10,000.00	
Payment	2006220139	06/22/2020			-1,400.00	
Payment	2006220140	06/22/2020			-6,150.00	
Payment	2006220141	06/22/2020			-7,526.88	
Payment	2006220762	06/22/2020			-12,000.00	
Invoice		06/23/2020	06/23/2020		3,930.00	
Invoice		06/23/2020	06/23/2020	433	6,142.50	6,142.50
Invoice		06/23/2020	06/23/2020	433	6,150.00	6,150.00
Payment	2006230148	06/23/2020			-15,000.00	
Payment	2006230149	06/23/2020			-15,000.00	
Payment	2006230150	06/23/2020			-10,000.00	
Payment	2006230151	06/23/2020			-3,930.00	
Payment	2006230152	06/23/2020			-6,142.50	
Payment	2006230153	06/23/2020			-6,150.00	
Payment	2006230154	06/23/2020			-1,400.00	
Payment	2006230155	06/23/2020			-7,526.88	
Payment	2006230777	06/23/2020			-12,000.00	
Invoice		06/24/2020	06/24/2020	432	4,275.00	4,275.00
Payment	2006240133	06/24/2020			-15,000.00	
Payment	2006240134	06/24/2020			-15,000.00	
Payment	2006240135	06/24/2020			-10,000.00	
Payment	2006240136	06/24/2020			-1,400.00	
Payment	2006240137	06/24/2020			-7,526.88	
Payment	2006240756	06/24/2020			-12,000.00	
Payment	2006241256	06/24/2020			-4,275.00	
Payment	2006250163	06/25/2020			-15,000.00	
Payment	2006250164	06/25/2020			-15,000.00	
Payment	2006250165	06/25/2020			-10,000.00	
Payment	2006250166	06/25/2020			-1,400.00	
Payment	2006250167	06/25/2020			-7,526.88	
Payment	2006250807	06/25/2020			-12,000.00	
Invoice		06/26/2020	06/26/2020	430	3,750.00	3,750.00
Payment	2006260068	06/26/2020			-15,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2006260069	06/26/2020			-15,000.00	
Payment	2006260070	06/26/2020			-10,000.00	
Payment	2006260467	06/26/2020			-12,000.00	
Payment	2006261047	06/26/2020			-3,750.00	
Payment	2006261048	06/26/2020			-1,400.00	
Payment	2006261049	06/26/2020			-7,526.88	
Invoice		06/29/2020	06/29/2020	427	6,150.00	6,150.00
Payment	2006290094	06/29/2020			-15,000.00	
Payment	2006290095	06/29/2020			-15,000.00	
Payment	2006290096	06/29/2020			-10,000.00	
Payment	2006290097	06/29/2020			-6,150.00	
Payment	2006290503	06/29/2020			-12,000.00	
Payment	2006291042	06/29/2020			-1,400.00	
Payment	2006291043	06/29/2020			-7,526.88	
Invoice		06/30/2020	06/30/2020		3,930.00	
Invoice		06/30/2020	06/30/2020	426	6,142.50	6,142.50
Invoice		06/30/2020	06/30/2020	426	6,150.00	6,150.00
Payment	2006300116	06/30/2020			-15,000.00	
Payment	2006300117	06/30/2020			-15,000.00	
Payment	2006300118	06/30/2020			-10,000.00	
Payment	2006300119	06/30/2020			-3,930.00	
Payment	2006300120	06/30/2020			-6,142.50	
Payment	2006300121	06/30/2020			-6,150.00	
Payment	2006300534	06/30/2020			-12,000.00	
Payment	2006301076	06/30/2020			-1,400.00	
Payment	2006301077	06/30/2020			-7,526.88	
Invoice		07/01/2020	07/01/2020	425	4,275.00	4,275.00
Payment	2007010102	07/01/2020			-15,000.00	
Payment	2007010103	07/01/2020			-15,000.00	
Payment	2007010104	07/01/2020			-10,000.00	
Payment	2007011074	07/01/2020			-4,275.00	
Payment	2007011075	07/01/2020			-1,400.00	
Payment	2007011076	07/01/2020			-7,526.88	
Payment	2007010521	07/01/2020			-12,000.00	
Payment	2007020131	07/02/2020			-15,000.00	
Payment	2007020132	07/02/2020			-15,000.00	
Payment	2007020133	07/02/2020			-10,000.00	
Payment	2007020575	07/02/2020			-12,000.00	
Payment	2007021108	07/02/2020			-1,400.00	
Payment	2007021109	07/02/2020			-7,526.88	
Payment		07/02/2020			-262,000.00	
Invoice		07/03/2020	07/03/2020	423	3,750.00	3,750.00
Payment	2007030114	07/03/2020			-15,000.00	
Payment	2007030115	07/03/2020			-15,000.00	
Payment	2007030116	07/03/2020			-10,000.00	

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All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2007030547	07/03/2020			-12,000.00	
Payment	2007031086	07/03/2020			-3,750.00	
Payment	2007031087	07/03/2020			-1,400.00	
Payment	2007031088	07/03/2020			-7,526.88	
Invoice		07/06/2020	07/06/2020	420	6,150.00	6,150.00
Payment	2007060138	07/06/2020			-15,000.00	
Payment	2007060139	07/06/2020			-15,000.00	
Payment	2007060140	07/06/2020			-10,000.00	
Payment	2007060141	07/06/2020			-6,150.00	
Payment	2007060582	07/06/2020			-12,000.00	
Payment	2007061103	07/06/2020			-1,400.00	
Payment	2007061104	07/06/2020			-7,526.88	
Invoice		07/07/2020	07/07/2020	419	6,142.50	6,142.50
Invoice		07/07/2020	07/07/2020	419	6,150.00	6,150.00
Payment	2007070161	07/07/2020			-15,000.00	
Payment	2007070162	07/07/2020			-15,000.00	
Payment	2007070163	07/07/2020			-10,000.00	
Payment	2007070164	07/07/2020			-6,142.50	
Payment	2007070165	07/07/2020			-6,150.00	
Payment	2007070609	07/07/2020			-12,000.00	
Payment	2007071133	07/07/2020			-1,400.00	
Payment	2007071134	07/07/2020			-7,526.88	
Invoice		07/08/2020	07/08/2020	418	4,275.00	4,275.00
Payment	2007080154	07/08/2020			-15,000.00	
Payment	2007080155	07/08/2020			-15,000.00	
Payment	2007080156	07/08/2020			-10,000.00	
Payment	2007080599	07/08/2020			-12,000.00	
Payment	2007081127	07/08/2020			-4,275.00	
Payment	2007081128	07/08/2020			-1,400.00	
Payment	2007081129	07/08/2020			-7,526.88	
Payment	2007090173	07/09/2020			-15,000.00	
Payment	2007090174	07/09/2020			-15,000.00	
Payment	2007090175	07/09/2020			-10,000.00	
Payment	2007090650	07/09/2020			-12,000.00	
Payment	2007091170	07/09/2020			-1,400.00	
Payment	2007091171	07/09/2020			-7,526.88	
Invoice		07/10/2020	07/10/2020	416	3,750.00	3,750.00
Payment	2007100170	07/10/2020			-15,000.00	
Payment	2007100171	07/10/2020			-15,000.00	
Payment	2007100172	07/10/2020			-10,000.00	
Payment	2007100635	07/10/2020			-12,000.00	
Payment	2007101155	07/10/2020			-3,750.00	
Payment	2007101156	07/10/2020			-1,400.00	
Payment	2007101157	07/10/2020			-7,526.88	
Invoice		07/13/2020	07/13/2020	413	6,150.00	6,150.00

08/30/21
Accrual Basis

Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2007130187	07/13/2020			-15,000.00	
Payment	2007130188	07/13/2020			-15,000.00	
Payment	2007130189	07/13/2020			-10,000.00	
Payment	2007130190	07/13/2020			-6,150.00	
Payment	2007130664	07/13/2020			-12,000.00	
Payment	2007131152	07/13/2020			-1,400.00	
Payment	2007131153	07/13/2020			-7,526.88	
Invoice		07/14/2020	07/14/2020	412	6,142.50	6,142.50
Invoice		07/14/2020	07/14/2020	412	6,150.00	6,150.00
Payment	2007140201	07/14/2020			-15,000.00	
Payment	2007140202	07/14/2020			-15,000.00	
Payment	2007140203	07/14/2020			-10,000.00	
Payment	2007140204	07/14/2020			-6,142.50	
Payment	2007140205	07/14/2020			-6,150.00	
Payment	2007140684	07/14/2020			-12,000.00	
Payment	2007141175	07/14/2020			-1,400.00	
Payment	2007141176	07/14/2020			-7,526.88	
Invoice		07/15/2020	07/15/2020	411	4,275.00	4,275.00
Payment	2007150202	07/15/2020			-15,000.00	
Payment	2007150203	07/15/2020			-15,000.00	
Payment	2007150204	07/15/2020			-10,000.00	
Payment	2007150691	07/15/2020			-12,000.00	
Payment	2007151185	07/15/2020			-4,275.00	
Payment	2007151186	07/15/2020			-1,400.00	
Payment	2007151187	07/15/2020			-7,526.88	
Payment	2007160224	07/16/2020			-15,000.00	
Payment	2007160225	07/16/2020			-15,000.00	
Payment	2007160226	07/16/2020			-10,000.00	
Payment	2007160730	07/16/2020			-12,000.00	
Payment	2007161209	07/16/2020			-1,400.00	
Payment	2007161210	07/16/2020			-7,526.88	
Invoice		07/17/2020	07/17/2020	409	3,750.00	3,750.00
Payment	2007170211	07/17/2020			-15,000.00	
Payment	2007170212	07/17/2020			-15,000.00	
Payment	2007170213	07/17/2020			-10,000.00	
Payment	2007170719	07/17/2020			-12,000.00	
Payment	2007171210	07/17/2020			-3,750.00	
Payment	2007171211	07/17/2020			-1,400.00	
Payment	2007171212	07/17/2020			-7,526.88	
Invoice		07/20/2020	07/20/2020	406	6,150.00	6,150.00
Payment	2007200236	07/20/2020			-15,000.00	
Payment	2007200237	07/20/2020			-15,000.00	
Payment	2007200238	07/20/2020			-10,000.00	
Payment	2007200239	07/20/2020			-6,150.00	
Payment	2007200749	07/20/2020			-12,000.00	

Complete Business Solutions Group Inc

Accrual Basis

Balance Details for KING007

All Transactions						
Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	2007201210	07/20/2020			-1,400.00	
Payment	2007201211	07/20/2020			-7,526.88	
Invoice		07/21/2020	07/21/2020	405	6,150.00	6,150.00
Invoice		07/21/2020	07/21/2020	405	6,142.50	6,142.50
Payment	2007210252	07/21/2020			-15,000.00	
Payment	2007210253	07/21/2020			-15,000.00	
Payment	2007210254	07/21/2020			-10,000.00	
Payment	2007210255	07/21/2020			-6,142.50	
Payment	2007210256	07/21/2020			-6,150.00	
Payment	2007210760	07/21/2020			-12,000.00	
Payment	2007211237	07/21/2020			-1,400.00	
Payment	2007211238	07/21/2020			-7,526.88	
Invoice		07/22/2020	07/22/2020	404	4,275.00	4,275.00
Payment	2007220250	07/22/2020			-15,000.00	
Payment	2007220251	07/22/2020			-15,000.00	
Payment	2007220252	07/22/2020			-10,000.00	
Payment	2007220754	07/22/2020			-12,000.00	
Payment	2007221234	07/22/2020			-4,275.00	
Payment	2007221235	07/22/2020			-1,400.00	
Payment	2007221236	07/22/2020			-7,526.88	
Payment	2007230268	07/23/2020			-15,000.00	
Payment	2007230269	07/23/2020			-15,000.00	
Payment	2007230270	07/23/2020			-10,000.00	
Payment	2007230798	07/23/2020			-12,000.00	
Payment	2007231261	07/23/2020			-1,400.00	
Payment	2007231262	07/23/2020			-7,526.88	
Invoice		07/24/2020	07/24/2020	402	3,750.00	3,750.00
Payment	2007240257	07/24/2020			-15,000.00	
Payment	2007240258	07/24/2020			-15,000.00	
Payment	2007240259	07/24/2020			-10,000.00	
Payment	2007240790	07/24/2020			-12,000.00	
Payment	2007241268	07/24/2020			-3,750.00	
Payment	2007241269	07/24/2020			-1,400.00	
Payment	2007241270	07/24/2020			-7,526.88	
Invoice		07/27/2020	07/27/2020	399	6,150.00	6,150.00
Payment	2007270272	07/27/2020			-15,000.00	
Payment	2007270273	07/27/2020			-15,000.00	
Payment	2007270274	07/27/2020			-10,000.00	
Payment	2007270275	07/27/2020			-6,150.00	
Payment	2007271262	07/27/2020			-1,400.00	
Payment	2007271263	07/27/2020			-7,526.88	
Payment	2007270807	07/27/2020			-12,000.00	

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**RYAN K. STUMPHAUZER, ESQUIRE
AS RECEIVER FOR LIBERTY
EIGHTH AVENUE, LLC**

Plaintiff,

v.

**KINGDOM LOGISTICS, LLC; DEF
CAPITAL LLC; LISA MCELHONE**

Defendants.

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CIVIL ACTION NO. 4:21-CV-_____

PLAINTIFF’S ORIGINAL COMPLAINT

Plaintiff Ryan K. Stumphauzer as Receiver for Liberty Eighth Avenue, LLC (“Plaintiff” or “Receiver”), files this Original Complaint against Defendants Kingdom Logistics, LLC (“Kingdom Logistics”), DEF Capital LLC (“DEF Capital”) and Lisa McElhone (“McElhone,” together with Kingdom Logistics and DEF Capital, the “Defendants”) and respectfully states as follows:

**I.
OVERVIEW**

On July 27, 2020, the United States District Court for the Southern District of Florida appointed Ryan K. Stumphauzer as the Receiver for Complete Business Solutions Group, Inc. d/b/a PAR Funding (“Par Funding”) and other entities Par Funding improperly used to commingle investor funds. During the pendency of the Receivership Case (as defined herein) and with knowledge of the Receiver’s investigation into certain real property, Liberty Eighth Avenue LLC (“Liberty Eighth”), through its principal McElhone, transferred one of those properties located at



4309 Old Decatur Road, Fort Worth Texas to avoid its inclusion in the Receivership Estate.¹ The Receiver initiated this action, seeking to return the fraudulently transferred property to the Receivership Estate to administer for the benefit of the Receivership Creditors.²

II. PARTIES

1. The Receiver is the court appointed Receiver for the Receivership Entities³ in the case styled *SEC v. Complete Business Solutions Group, Inc. d/b/a Par Funding* pending in the United States District Court for the Southern District of Florida, case No. 20-cv-81205-RAR (the “Receivership Case”). The Receiver is a resident and citizen of the State of Florida.

2. Liberty Eighth is a Delaware limited liability company with a registered address of 614 North Dupont Highway, Suite 210 Dover, Delaware 19901. Liberty Eighth is one of the Receivership Entities under the control of the Receiver.

¹ As defined in *SEC v. Complete Business Solutions Group, Inc. d/b/a Par Funding* pending in the United States District Court for the Southern District of Florida, case No. 20-cv-81205-RAR.

² As defined in *SEC v. Complete Business Solutions Group, Inc. d/b/a Par Funding* pending in the United States District Court for the Southern District of Florida, case No. 20-cv-81205-RAR.

³ 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; 500 Fairmount Avenue, LLC; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; and LM Property Management LLC; and the Receivership also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; 2413 Roma Drive, Philadelphia, PA 19145.

3. Kingdom Logistics is a Wyoming limited liability company with a principal address of 8650 Freeport Parkway, Suite 100, Irving, Texas 75063. The citizenship of a limited liability company is also determined by the citizenship of each member of the entity. *Harvey v. Grey Wolf Drilling Co.*, 542 F.3d 1077, 1079 (5th Cir. 2008). Kingdom Logistics' members include (i) Anthony Zingarelli ("Zingarelli"), a resident and citizen of Pennsylvania; (ii) Scott Haire, a resident and citizen of Texas, (iii) Clifford Ellery, a resident and citizen of Texas; and (iv) Robert Stout, a resident and citizen of Texas.⁴ Kingdom Logistics can be served through its registered agent, Bob Stout, at 8650 Freeport Parkway, Suite 100, Irving, Texas 75063, or wherever he may be found.

4. DEF Capital is a New Jersey limited liability company with a principal address of 3 Marys Way, Jackson, New Jersey 08527. Shia Dembitzer, a resident and citizen of New York, is the sole member of DEF Capital. DEF Capital can be served through its registered agent, Adar Funding LLC at 1820 Swathmore Avenue, Suite 460, Lakewood, New Jersey 08750, or wherever he may be found.

5. McElhone is a natural person and citizen and resident of Pennsylvania. McElhone can be served at 568 Ferndale Lane, Haverford, Pennsylvania 19041, or wherever she may be found. McElhone is a principal for Liberty Eighth and many of the other Receivership Entities. McElhone is also a named defendant in the Receivership Case.

⁴ The above referenced members of Kingdom Logistics are taken from the Amended and Restated Company Operating Agreement of Kingdom Logistics, LLC which was executed on January 1, 2020.

III. JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the Parties are citizens of different States.

7. Venue is proper in this Court under 28 U.S.C. § 1391 because the Property that is the subject of this action is located within Tarrant County, Texas.

8. This Court has personal jurisdiction over Defendants under the general Texas longarm statute, which provides that a nonresident party is amenable to service if he or she engages in business in Texas and the proceeding at issue arises out of the business done in Texas and to which the nonresident is a party. A nonresident defendant engages in business in Texas if, among other things, the nonresident commits a tort in whole or in part in Texas. Defendants' fraudulent transfer of the Property (defined below)—a tort committed wholly or partially in Texas given the location of the Property—subjects them to the jurisdiction of this Court. In addition, Kingdom Logistics' principal place of business is in Irving, Texas. From its principal place of business, Kingdom Logistics—a privately owned resource holding company—operates extensive mining, quarrying, and mineral extraction operations. Kingdom Logistics has sufficient contacts with Texas for this Court to exercise jurisdiction over it. Accordingly, Defendants have sufficient minimum contacts with the forum state that the exercise of jurisdiction over them does not offend traditional notions of fair play and substantial justice.

IV. BACKGROUND FACTS

A. The Receivership Case.

9. On July 24, 2020, the Securities Exchange Commission commenced the Receivership Case asserting in the Complaint that:

This case concerns a web of unregistered, fraudulent securities offerings that have raised nearly half a billion dollars from an estimated 1,200 investors nationwide. At the center of this web are Lisa McElhone and her husband, convicted felon Joseph W. LaForte, a/k/a Joe Mack, a/k/a Joe Macki, a/k/a Joe McElhone. The McElhone-LaForte duo is in the business of making opportunistic loans – some of which charge more than 400% interest – to small businesses across America. They offer the loans through a company they control, Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”).

10. On July 27, 2020, the Court appointed the Receiver as the Receiver for Par Funding and ten associated entities. As stated in the Amended Order Appointing Receiver dated August 13, 2020 (the “Receivership Order”), the Court appointed the Receiver because:

the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendants (“Receivership Assets”) and those assets of the Relief Defendant that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; and/or (c) may otherwise be includable as assets of the estates of the Defendants (collectively, “Recoverable Assets”).

11. Under the Receivership Order, the Receiver has the authority to:

take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Entities; to sue for and collect, recover, receive, and take into possession from third parties all Receivership Property and records relevant thereto.

12. McElhone functioned as the principal for most of the Receivership Entities prior to the Receiver’s appointment. McElhone is personally subject to an asset freeze order in the Receivership Case.

13. At the time of the Receiver’s appointment on July 27, 2020, Liberty Eighth was not a Receivership Entity under the control of the Receiver. In October 2020, the Receiver filed a Motion to Expand in the Receivership Case seeking to expand the Receivership to Liberty Eighth,

among other entities, and on December 16, 2020, the Receivership Court granted the Motion to Expand and placed Liberty Eighth, and several other entities, under the control of the Receiver.

B. The Receiver’s investigation uncovers its alter ego claim against McElhone.

14. Through investigation, the Receiver learned that Liberty Eighth is an alter ego of Par Funding and McElhone. McElhone, as a principal for both Par Funding and Liberty Eighth, used her position of control to improperly authorize and transfer investor funds from Par Funding to Liberty Eighth.

15. Liberty Eighth additionally possess all the hallmarks of an alter ego. Upon information and belief, Liberty Eighth (i) shared common offices, common employees, and common management, board control, and record keeping; (ii) rendered services on behalf of McElhone and Par Funding; (iii) commingled and received or made undocumented transfers of funds to or from McElhone and Par Funding; (iv) the allocation of profits and losses between Liberty Eighth, McElhone, and Par Funding is unclear; and (v) purchased properties with “scheme proceeds.”

C. The Receiver’s investigation uncovers the network of related corporate entities and real estate properties, including the Property.

16. Following his appointment in July 2020, the Receiver investigated the records of entities placed into the Receivership. This investigation revealed that Par Funding comingled investor proceeds through a network of related corporate entities such as Liberty Eighth.

17. McElhone was the sole owner and President of Liberty Eighth since she formed the entity on April 18, 2019. The next day, on April 19, 2019, Liberty Eighth used improperly diverted investor funds to purchase certain real property located at 4309 Old Decatur Road, Fort Worth, Texas, as described in more detail on Exhibit A to this Complaint (the “Property”).

18. In addition to Liberty Eighth, the Receiver uncovered a substantial number of real estate properties purchased through single purpose limited liability companies. Par Funding, or affiliated companies, funded the single purpose limited liability companies' purchases with co-mingled investor funds.

19. On or about September 2, 2020, counsel for the Receiver emailed McElhone's counsel to request that they consent to the recording of *lis pendens* against the single purpose entities, including Liberty Eighth. As stated by the Receiver's counsel, the *lis pendens* were intended to "maintain the status quo with respect to these properties" while the Receiver investigated the network of related entities.

20. In response to the Receiver's inquiry, McElhone's counsel refused to consent to the recording of *lis pendens*. Instead, McElhone's counsel stated that the properties the Receiver identified were already subject to an asset freeze order in the Receivership Case.

21. As of these September 2, 2020, communications, McElhone and her counsel were on notice of the Receiver's investigation into the Property.

D. The first fraudulent transfer of the Property.

22. Recognizing the Receiver's investigation into the Property, just four weeks later, Liberty Eighth, through McElhone, transferred the Property to Kingdom Logistics. Liberty Eighth, through McElhone, sold the Property to Kingdom Logistics on September 30, 2020, during the pendency of the Receivership Case and while McElhone was subject to an asset freeze order in the Receivership Case.

23. Jamie McElhone notarized the transfer from Liberty Eighth to Kingdom Logistics. Upon information and belief, Jamie McElhone is McElhone's sister.

24. Liberty Eighth and McElhone transferred the Property to avoid the Receiver assuming control of the Property and to hinder, defraud, or delay administration of the Property to pay the creditors of the Receivership Estate.

25. Liberty Eighth did not receive reasonably equivalent value for the transfer.

26. Liberty Eighth is a single purpose entity whose sole asset was the Property. When Liberty Eighth, through McElhone, fraudulently transferred the Property, Liberty Eighth was left with no assets, thereby rendering it financially vulnerable and imminently insolvent. Without assets, Liberty Eighth had no way to repay outstanding debts, or make its creditors whole.

27. Both Liberty Eighth and Kingdom Logistics are some of the related corporate entities through which Par Funding comingled investor proceeds. Upon information and belief, McElhone is a director, officer, or person in control of Kingdom Logistics as well as Liberty Eighth. As such, Kingdom Logistics is an insider of Liberty Eighth and McElhone.

E. The subsequent fraudulent transfer of the Property.

28. After his appointment as Receiver for Liberty Eighth, the Receiver further learned that the Property was transferred for a second time following the commencement of the Receivership Case.

29. On October 22, 2020, Kingdom Logistics transferred the Property to DEF Capital. Kingdom Logistics transferred the Property to DEF Capital to hinder, defraud, or delay administration of the Property to pay the creditors of the Receivership Estate.

30. Kingdom Logistics did not receive reasonably equivalent value for the transfer.

31. Upon information and belief, DEF Capital, and its principals, are engaged in merchant cash advance businesses. Based upon the relationship Kingdom Logistics, Liberty Eighth, and McElhone the sale to DEF Capital was not an arm's length transaction.

32. Various creditors, including the investors, among others, hold claims against Liberty Eighth and McElhone that arose before or within a reasonable time after the transfer of the Property. The Receiver brings claims for fraudulent transfer, alter ego, and unjust enrichment against the Defendants on behalf of Liberty Eighth's and the Receivership Entities' creditors.

V.
CAUSES OF ACTION⁵

A. Count One: Actual Fraudulent Transfer under Tex. Bus. & Com. Code § 24.005(a)(1).

33. The Receiver re-alleges and incorporates by reference all the foregoing paragraphs.

34. Despite having knowledge of the Receivership and the Receiver's investigation into the Property, Liberty Eighth and McElhone transferred the Property to Kingdom Logistics for unfair or no consideration with the actual intent to hinder, delay, and/or defraud the Receiver and the creditors of the Receivership Estate.

35. The transfer exhibits at least the following badges of fraud indicating actual intent under Tex. Bus. & Comm. Code § 24.005(b):

- i. the transfer was to an insider;
- ii. the transfer was concealed;
- iii. before the transfer was made or obligation was incurred, Liberty Eighth and McElhone had been sued or threatened with suit;
- iv. the transfer was of substantially all the Liberty Eighth's assets;
- v. Liberty Eighth and McElhone removed or concealed assets; and
- vi. Liberty Eighth was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred.

⁵ To the extent necessary, the Receiver pleads and asserts each of its causes of action in the alternative.

36. The transfer from Liberty Eighth to Kingdom Logistics was not an arm's length transaction.

37. The transfer from Liberty Eighth to Kingdom Logistics was to insiders and for the benefit of insiders.

38. Kingdom Logistics subsequently transferred the Property to DEF Capital for unfair or no consideration.

39. DEF Capital, upon information and belief, was aware of the fraudulent nature of the initial transfer of the Property.

40. As such, the Receiver is entitled to avoid the transfer of the Property from Kingdom Logistics and DEF Capital under Tex. Bus. & Comm. Code §§ 24.008(a)(1) and 24.009(b), and any other relief the circumstances may warrant under Tex. Bus. & Comm. Code § 24.008 or otherwise.

B. Count Two: Constructive Fraudulent Transfer under Tex. Bus. & Com. Code §§ 24.005(a)(2) and 24.006.

41. Liberty Eighth and McElhone transferred the Property to Kingdom Logistics for less than reasonably equivalent value and (i) Liberty Eighth was engaged or about to engage in a business or a transaction for which the remaining assets of Liberty Eighth were unreasonably small in relation to the business or transaction; or (ii) Liberty Eighth and McElhone intended to incur, or believed or reasonably should have believed, Liberty Eighth would incur debts beyond Liberty Eighth's ability to pay as they became due.

42. Liberty Eighth and McElhone transferred the Property to Kingdom Logistics without receiving reasonably equivalent value and Liberty Eighth was insolvent at the time or became insolvent as a result of the transfer of the Property.

43. Kingdom Logistics subsequently transferred the Property to DEF Capital for unfair or no consideration.

44. DEF Capital upon information and belief, was aware of the fraudulent nature of the initial transfer of the Property

45. As such, the Receiver is entitled to avoid the transfer of the Property from Kingdom Logistics and DEF Capital under Tex. Bus. & Comm. Code §§ 24.008(a)(1) and 24.009(b), and any other relief the circumstances may warrant under Tex. Bus. & Comm. Code § 24.008 or otherwise.

C. Count Three: Alter Ego.

46. The Receiver re-alleges and incorporates by reference all the foregoing paragraphs.

47. Liberty Eighth operated as the alter ego of McElhone and McElhone operated as the alter ego of Liberty Eighth. The Court should treat Liberty Eighth and McElhone as one entity, to prevent any use of the corporate fiction as a tool to inflict fraud on the Receivership Entities' creditors.

48. Liberty Eighth and McElhone exhibit the following elements of alter ego:

- i. Liberty Eighth was organized and operated as a mere tool or business conduit of McElhone;
- ii. Prior to the receivership, McElhone had direct financial and ownership interests in and directly controlled Liberty Eighth;
- iii. There was unity between Liberty Eighth and McElhone such that there was no meaningful separation between the two;
- iv. McElhone did not observe corporate formalities and exercised total control over Liberty Eighth;
- v. McElhone intermingled corporate and individual funds and property; and

vi. McElhone used Liberty Eighth solely for her personal enrichment, benefit, and to hinder, delay, and/or defraud the Receiver.

49. As such, the Court should pierce the corporate veil of Liberty Eighth and McElhone to hold McElhone liable for the debts and actions of Liberty Eighth and the damages sought in this Complaint.

D. Count Four: Conspiracy to Fraudulently Transfer Property.

50. The Receiver re-alleges and incorporates by reference all the foregoing paragraphs.

51. Defendants have all conspired, agreed, and endeavored in concert to damage the Receivership by fraudulently transferring the Property amongst themselves for unfair or no consideration with the actual intent to hinder, delay, and/or defraud the Receiver and the creditors of the Receivership Estate.

52. Defendants accomplished their conspiracy through their tortious conduct, namely, conducting multiple fraudulent transfers of the Property amongst themselves.

53. Despite having knowledge of the Receivership, Liberty Eighth and McElhone transferred the Property to Kingdom Logistics for unfair or no consideration with the actual intent to hinder, delay, and/or defraud the Receiver and the creditors of the Receivership Estate.

54. Despite having knowledge of the Receivership, Kingdom Logistics transferred the Property to DEF Capital for unfair or no consideration with the actual intent to hinder, delay, and/or defraud the Receiver and the creditors of the Receivership Estate.

55. Upon information and belief, the transfers of the Property were not arm's length transactions.

56. Liberty Eighth, McElhone, and Kingdom Logistics all transferred the Property without receiving reasonably equivalent value in exchange.

57. Liberty Eighth, McElhone, and Kingdom Logistics believed or reasonably should have believed that the transfer would render them unable to pay amounts owed to the Receivership Estate.

58. As a direct and proximate result of Defendants' conspiracy to fraudulently transfer the Property, the Receivership has sustained actual damages, costs, and attorneys' fees in an amount to be proved at trial.

E. Count Five: Unjust Enrichment.

59. The Receiver re-alleges and incorporates by reference all the foregoing paragraphs.

60. In the alternative, the Receiver is entitled to disgorgement of any amounts paid to McElhone, Liberty Eighth, Kingdom Logistics and DEF Capital under the doctrine of unjust enrichment.

61. Defendants received funds that in equity and good conscience belong to the Receivership Estate for ultimate distribution to the defrauded investors.

62. Such funds have unjustly enriched Defendants, and it would be unconscionable for them to retain the funds

63. In order to carry out the duties delegated to him as the receiver, the Receiver seeks complete and exclusive control, possession, and custody of the Property and/or any proceeds received by Defendants.

F. Count Six: Constructive Trust.

64. The Receiver re-alleges and incorporates by reference all the foregoing paragraphs.

65. As set forth in detail above, the Defendants' scheme to defraud Liberty Eighth and its creditors has unjustly enriched the Defendants. Defendants McElhone and Kingdom Logistics have profited from their fraudulent transfers by initiating the transfers of the Property and Defendant DEF Capital has profited from the fraudulent transfers by obtaining title to the Property.

66. In the exercise of its equitable powers, the Court should impose a constructive trust against Kingdom Logistics and DEF Capital on all property they improperly received from Liberty Eighth as set forth in this Complaint to avoid and remedy the Defendants' unjust enrichment at the expense of Liberty Eighth and its creditors.

**VI.
PRAYER**

For these reasons, the Receiver respectfully requests the Court set this matter for trial and, upon trial, enter judgment in its favor and against Defendants; awarding the Receiver all direct and consequential damages, punitive damages, its costs of suit, including reasonable and necessary attorneys' fees and expenses for the prosecution and appeal, if any, of this matter; pre-judgment and post-judgment interest on all sums awarded in the Court's judgment; and granting the Receiver such other and further relief, general or special, as this Court may deem just and proper.

Respectfully submitted,

/s/ David J. Drez III

David J. Drez III

State Bar No. 24007127

david.drez@wickphillips.com

Lauren K. Drawhorn

State Bar No. 24074528

lauren.drawhorn@wickphillips.com

Ian Brinton Hatch

State Bar No. 24123444

Ian.hatch@wickphillips.com

WICK PHILLIPS GOULD & MARTIN LLP

100 Throckmorton Street, Suite 1500

Fort Worth, Texas 76102

Telephone: (817) 332-7788

Facsimile: (817) 332-7789

**ATTORNEYS FOR PLAINTIFF,
RYAN K. STUMPHAUZER, AS RECEIVER FOR
LIBERTY EIGHTH AVENUE, LLC**

EXHIBIT A

EXHIBIT A

LAND DESCRIPTION

Being a tract of land situated in the W.Y. Allen Survey, Abstract No. 15, the J. Bowman Survey, Abstract No. 80, the C.E.P.I. & M. Co. Survey, Abstract No. 383, the J.T. Hobbs Survey, Abstract No. 806, the R. Loyd Survey, Abstract No. 986 and the I. & G.R.R. Co. Survey, Abstract No. 1955, Tarrant County, Texas and being a portion of those certain tracts of land as described in deed to **KEP-RMA, LLC**, as recorded in County Clerk's Document No. D214247043 of the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a pk nail found in asphalt at the intersection of the approximate centerline of Old Decatur Road (a variable width right-of-way) and the southerly right-of-way line of Northwest Loop 820 (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 04 seconds East, departing the southerly right-of-way line of said Northwest Loop 820 and along the approximate centerline of Old Decatur Road, a distance of 1,556.96 feet to a pk nail found in asphalt at the southwesterly corner of Lot 1, Block 1, Quarry Falls Industrial Growth Center No. 1, an addition to the City of Fort Worth as recorded in Document No. D212150170 of the Deed Records of Tarrant County, Texas and also being the northwesterly corner of a 40 foot wide right-of-way dedication to the City of Fort Worth as recorded in Document No. D215258763 of the Deed Records of Tarrant County, Texas;

THENCE North 89 degrees 30 minutes 56 seconds East, departing the approximate centerline of said Old Decatur Road and along the southerly line of said Quarry Falls Industrial Growth Center No. 1 and also being the northerly line of said 40 foot wide right-of-way dedication, a distance of 40.00 feet to the **POINT OF BEGINNING**;

THENCE, along the southerly and easterly lines of said Lot 1, Block 1, Quarry Falls Industrial Growth Center No. 1 the following courses:

North 89 degrees 30 minutes 56 seconds East, a distance of 359.67 feet to a 1/2 inch iron rod with cap stamped "RLS" set for a corner;

North 04 degrees 23 minutes 22 seconds West, a distance of 467.57 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

North 39 degrees 54 minutes 10 seconds East, a distance of 178.62 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

South 55 degrees 32 minutes 21 seconds East, a distance of 846.60 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

North 06 degrees 18 minutes 20 seconds East, a distance of 534.66 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found at the southwesterly corner of that certain tract

of land as described in deed to the Brown-Lewisville Railroad Family First Limited Partnership as recorded in Document No. 212293503 of the Deed Records of Tarrant County, Texas;

THENCE East, along the southerly line of said Brown-Lewisville tract, a distance of 1,137.00 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found at the southeasterly corner of said Brown-Lewisville tract and being on a westerly line of that certain tract of land as described in deed to Keystone Equity Partners, as recorded in Volume 15441, Page 37 of the Deed Records of Tarrant County, Texas;

THENCE, along the westerly lines of said Keystone Equity Partners tract, the following courses:

South 04 degrees 47 minutes 35 seconds East, a distance of 308.14 feet to a 1/2 inch iron rod with cap stamped "RLS" found at the beginning of a non-tangent curve to the left, having a central angle of 19 degrees 58 minutes 05 seconds, a radius of 1,326.51 feet and being subtended by a chord bearing South 14 degrees 02 minutes 40 seconds East, 459.96 feet;

Along said curve in a southeasterly direction, an arc distance of 462.30 feet to a 1/2 inch iron rod with cap stamped "RLS" found for a corner at the end of said curve;

South 24 degrees 45 minutes 40 seconds East, a distance of 227.07 feet to a 1/2 inch iron rod with cap stamped "RLS" found for a corner;

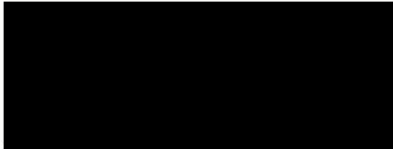
THENCE, departing the westerly lines of said Keystone Equity Partners tract and across the aforementioned KEP-RMA tract the following courses:

South 62 degrees 14 minutes 34 seconds West, a distance of 332.36 feet to a 1/2 inch iron rod with "RLS" cap set for a corner;

North 27 degrees 45 minutes 26 seconds West, a distance of 367.37 feet to a 1/2 inch iron rod with "RLS" cap set for a corner;

WEST, a distance of 2,098.38 feet to a point for corner at the southwesterly corner of the aforementioned 40 foot wide right-of-way dedication from which a pk nail found on the approximate centerline of the aforementioned Decatur Road bears West, 40.00 feet;

THENCE North 00 degrees 29 minutes 04 seconds West, along the easterly line of said 40 foot wide right-of-way dedication, a distance of 130.59 feet to the **POINT OF BEGINNING** and Containing 1,519,386 Square Feet or 34.880 acres of land, more or less.



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Pirtrugallo Gordon Alfano Bosick & Raspanti, LLP
1818 Market St, Suite 3402
Philadelphia, PA 19103
Attn: Gaetan Alfano, Esq.

LACQUER LOUNGE
38 N 3RD ST
PHILADELPHIA, PA 19106

3841

DATE 8/23/2021 3-7615/360

PAY TO THE ORDER OF Blue Valley Holdings LLC \$ 5,000.00

Five Thousand ⁰⁰/₁₀₀ DOLLARS

Citizens Bank

FOR Rent - 508 Fernside Ln.

MP

⑈003841⑈ ⑈036076150⑈ [REDACTED] 3269⑈

LACQUER LOUNGE
38 N 3RD ST
PHILADELPHIA, PA 19106



3-7615/360

DATE 3/4/21

PAY TO THE ORDER OF

Blue Valley Holdings, LLC

\$ 35,000.00

Thirty five thousand and 00/100

DOLLARS

Citizens Bank®

FOR

⑈003712⑈ ⑆036076150⑆ ⑆ [REDACTED] 3269⑈

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾
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Search entity / Select entity / **Order documents**

Order Business Documents



Date: 03/10/2020

Business Name History

Name	Name Type
LACQUER LOUNGE, INC.	Current Name

Business Entity Details Officers

Name	LACQUER LOUNGE, INC.
Entity Number	4052626
Entity Type	Business Corporation
Status	Active
Citizenship	Domestic
Entity Creation Date	08/29/2011
Effective Date	08/29/2011
State Of Inc	PA
Address	3509 Prima Court Philadelphia PA 19145 Philadelphia

Name	LISA MCELHONE
Title	PRESIDENT
Address	501 FITZWATER ST PHILADELPHIA PA 19147-3056

Filed Documents

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DECLARATION OF MELISSA DAVIS

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Melissa Davis. I am over twenty-one years of age and have personal knowledge of the matters set forth herein.

2. I am Partner at KapilaMukamal, LLP (“KM”), a forensic and insolvency advisory CPA firm. I am a Certified Public Accountant, Certified Insolvency Restructuring Advisor and a Certified Fraud Examiner and a practitioner addressing forensic accounting issues for more than 15 years. KM was retained by the Securities and Exchange Commission to analyze the banking activity of Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”).¹

3. The Commission requested me to determine the amount of funds that Par Funding paid to or received from Lacquer Lounge. Attached as **Exhibit A** is a list of the funds paid to and received from Lacquer Lounge.

4. On December 4, 2019, Par Funding recorded a deposit for a check from Lacquer Lounge in the amount of \$12,000. An image of the check is attached as **Exhibit B**. The check was issued from Lacquer Lounge Citizen’s Bank Account ending in 3269.

5. I reserve the opportunity to revise this Declaration based on additional information that may become available.

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Executed on this 14th day of September 2021.



Melissa Davis

¹ I was assisted by other professionals at KM working under my direct supervision. Any references to “I”, “me”, or “KM” would include the analysis performed collectively by myself and my professionals.

Lacquer Lounge Transactions

source: Par Funding Quickbooks

Account	Date	Name	Split	Debit	Credit
Citizens Bank Operating - 0927	08/14/12	Lacquer Lounge	Funding Receivables	-	6,000.00
Beneficial Capital - 8006	11/12/13	Lacquer Lounge	Note Receivables:LL Note Receivables	-	5,000.00
Beneficial Operating - 7990	12/04/13	Lacquer Lounge	Note Receivables:LL Note Receivables	-	5,000.00
TD Bank:TD Bank - Operating 9790	12/12/13	Lacquer Lounge	Note Receivables:LL Note Receivables	-	3,500.00
Beneficial Capital - 8006	12/17/13	Lacquer Lounge	Note Receivables:LL Note Receivables	-	1,650.00
Beneficial Capital - 8006	01/30/14	Lacquer Lounge	Note Receivables:LL Note Receivables	-	6,500.00
Beneficial Capital - 8006	04/01/14	Lacquer Lounge	Note Receivables:LL Note Receivables	-	14,253.00
Beneficial Capital - 8006	06/06/14	Lacquer Lounge	Note Receivables:LL Note Receivables	-	7,000.00
TD Bank:TD Bank - Capital 9807	07/10/14	Lacquer Lounge	Note Receivables:LL Note Receivables	-	6,000.00
TD Bank:TD Bank - Capital 9807	12/15/14	Lacquer Lounge	Note Receivables:LL Note Receivables	-	1,000.00
TD Bank:TD Bank - Operating 9790	02/20/15	Lacquer Lounge	Note Receivables:LL Note Receivables	(1,500.00)	-
TD Bank:TD Bank - Operating 9790	02/24/15	Lacquer Lounge	Note Receivables:LL Note Receivables	(1,193.18)	-
TD Bank:TD Bank - Operating 9790	02/27/15	Lacquer Lounge	Note Receivables:LL Note Receivables	2,700.00	-
TD Bank:TD Bank - Capital 9807	03/10/15	Lacquer Lounge	Note Receivables:LL Note Receivables	-	3,000.00
TD Bank:TD Bank - Capital 9807	05/05/15	Lacquer Lounge	Note Receivables:LL Note Receivables	-	2,500.00
TD Bank:TD Bank - Capital 9807	05/15/15	Lacquer Lounge	Note Receivables:LL Note Receivables	-	1,500.00
TD Bank:TD Bank - Capital 9807	07/31/15	Lacquer Lounge	Note Receivables:LL Note Receivables	-	5,000.00
Bancorp Bank:Bancorp - Capital 6468	09/30/15	Lacquer Lounge	Note Receivables:LL Note Receivables	-	5,000.00
Bancorp Bank:Bancorp - Capital 6468	11/20/15	Lacquer Lounge	Note Receivables:LL Note Receivables	-	3,000.00
TD Bank:TD Bank - Capital 9807	04/19/16	Lacquer Lounge	Note Receivables:LL Note Receivables	-	6,000.00
TD Bank:TD Bank - Payroll 9782	12/04/19	Lacquer Lounge	Note Receivables:LL Note Receivables	12,000.00	-
Total				12,006.82	81,903.00
Net Payments to Lacquer Lounge					\$ 69,896.18

Exhibit B

LACQUER LOUNGE 38 N 3RD ST PHILADELPHIA, PA 19106		3460
DATE <u>12/4/19</u>		3.7615/360
PAY TO THE ORDER OF <u>complete business solutions group</u>	\$ <u>12,000.00</u>	
<u>Twelve thousand dollars and 00/100</u>	DOLLARS	
Citizens Bank		
FOR _____	<u>Ymu</u>	
⑆003460⑆ ⑆036076150⑆ [REDACTED] 3269⑆		

D220266852 10/16/2020 9:31 AM PGS 4 Fee: \$31.00 Submitter: SIMPLIFILE

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Mary Louise Nicholson
Mary Louise Nicholson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

That **Liberty Eighth Avenue, LLC**, a Delaware limited liability company whose business address 250 Arch Street, 2nd Floor, Philadelphia, Pennsylvania, 19106 ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by **Kingdom Logistics, LLC**, a Wyoming limited liability company, whose principal business address is 8650 Freeport Parkway, Suite 100, Irving Texas 75063 (Grantee), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, has **GRANTED, BARGAINED, SOLD AND CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, that certain tract of real property situated in Tarrant County, Texas, and described in Exhibit A attached hereto and made a part hereof for all purposes, together with any and all singular Grantor's, right, title and interest in and to any rights, privileges, hereditaments and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon, and including Grantor's right, title, and interest, if any, in any and all oil, gas and other minerals in, on and under, and that may be produced from the land (together, the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters described of record and incorporated herein by reference (collectively, the "Permitted Exceptions").


TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Grantee by its acceptance of this Deed acknowledges that, except for the special warranty of title contained in this Deed, and other documents executed by Grantor at the closing of the sale of the Property to Grantee, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that it is purchasing the Property in its "as is", and that without Grantee agreeing to such conditions and terms this conveyance would not be made.

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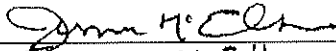
EXECUTED on this 30th day of September, 2020

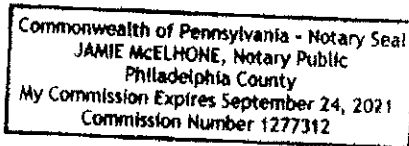
LIBERTY EIGHTH AVENUE, LLC

By: 
Lisa McElhone, President

STATE OF PENNSYLVANIA §
 §
COUNTY OF PHILADELPHIA §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa McElhone known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the capacity and for the purposes and consideration therein expressed. This instrument was acknowledged before me by said Lisa McElhone on the 30th day of September, 2020.


Printed Name: Jamie McElhone
Notary Public
My commission expires: 9/24/2021



**EXHIBIT A
TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION
34.880 Acres**

Being a tract of land situated in the W.Y. Allen Survey, Abstract No. 15, the J. Bowman Survey, Abstract No. 80, the C.E.P.I. & M. Co. Survey, Abstract No. 383, the J.T. Hobbs Survey, Abstract No. 806, the R. Loyd Survey, Abstract No. 986 and the I. & G.R.R. Co. Survey, Abstract No. 1955, Tarrant County, Texas and being a portion of those certain tracts of land as described in deed to **KEP-RMA, LLC**, as recorded in County Clerk's Document No. D214247043 of the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a pk nail found in asphalt at the intersection of the approximate centerline of Old Decatur Road (a variable width right-of-way) and the southerly right-of-way line of Northwest Loop 820 (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 04 seconds East, departing the southerly right-of-way line of said Northwest Loop 820 and along the approximate centerline of Old Decatur Road, a distance of 1,556.96 feet to a pk nail found in asphalt at the southwesterly corner of Lot 1, Block 1, Quarry Falls Industrial Growth Center No. 1, an addition to the City of Fort Worth as recorded in Document No. D212150170 of the Deed Records of Tarrant County, Texas and also being the northwesterly corner of a 40 foot wide right-of-way dedication to the City of Fort Worth as recorded in Document No. D215258763 of the Deed Records of Tarrant County, Texas;

THENCE North 89 degrees 30 minutes 56 seconds East, departing the approximate centerline of said Old Decatur Road and along the southerly line of said Quarry Falls Industrial Growth Center No. 1 and also being the northerly line of said 40 foot wide right-of-way dedication, a distance of 40.00 feet to the **POINT OF BEGINNING**;

THENCE, along the southerly and easterly lines of said Lot 1, Block 1, Quarry Falls Industrial Growth Center No. 1 the following courses:

North 89 degrees 30 minutes 56 seconds East, a distance of 359.67 feet to a 1/2 inch iron rod with cap stamped "RLS" set for a corner;

North 04 degrees 23 minutes 22 seconds West, a distance of 467.57 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

North 39 degrees 54 minutes 10 seconds East, a distance of 178.62 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

South 55 degrees 32 minutes 21 seconds East, a distance of 846.60 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

North 06 degrees 18 minutes 20 seconds East, a distance of 534.66 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found at the southwesterly corner of that certain tract of land as described in deed to the Brown-Lewisville Railroad Family First Limited Partnership as recorded in Document No. 212293503 of the Deed Records of Tarrant County, Texas;

THENCE East, along the southerly line of said Brown-Lewisville tract, a distance of 1,137.00 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found at the southeasterly corner of said Brown-

Lewisville tract and being on a westerly line of that certain tract of land as described in deed to Keystone Equity Partners, as recorded in Volume 15441, Page 37 of the Deed Records of Tarrant County, Texas;

THENCE, along the westerly lines of said Keystone Equity Partners tract, the following courses:

South 04 degrees 47 minutes 35 seconds East, a distance of 308.14 feet to a 1/2 inch iron rod with cap stamped "RLS" found at the beginning of a non-tangent curve to the left, having a central angle of 19 degrees 58 minutes 05 seconds, a radius of 1,326.51 feet and being subtended by a chord bearing South 14 degrees 02 minutes 40 seconds East, 459.96 feet;

Along said curve in a southeasterly direction, an arc distance of 462.30 feet to a 1/2 inch iron rod with cap stamped "RLS" found for a corner at the end of said curve;

South 24 degrees 45 minutes 40 seconds East, a distance of 227.07 feet to a 1/2 inch iron rod with cap stamped "RLS" found for a corner;

THENCE, departing the westerly lines of said Keystone Equity Partners tract and across the aforementioned KEP-RMA tract the following courses:

South 62 degrees 14 minutes 34 seconds West, a distance of 332.36 feet to a 1/2 inch iron rod with "RLS" cap set for a corner;

North 27 degrees 45 minutes 26 seconds West, a distance of 367.37 feet to a 1/2 inch iron rod with "RLS" cap set for a corner;

WEST, a distance of 2,098.38 feet to a point for corner at the southwesterly corner of the aforementioned 40 foot wide right-of-way dedication from which a pk nail found on the approximate centerline of the aforementioned Decatur Road bears West, 40.00 feet;

THENCE North 00 degrees 29 minutes 04 seconds West, along the easterly line of said 40 foot wide right-of-way dedication, a distance of 130.59 feet to the **POINT OF BEGINNING** and Containing 1,519,386 Square Feet or 34.880 acres of land, more or less.

D220276660 10/26/2020 2:07 PM PGS 7 Fee: \$43.00 Submitter: SIMPLIFILE

Electronically Recorded by Tarrant County Clerk in Official Public Records

Mary Louise Nicholson
Mary Louise Nicholson

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF TARRANT §

KINGDOM LOGISTICS, LLC, a Wyoming limited liability company (hereinafter called "Grantor"), whose mailing address is 8650 Freeport Parkway, Suite 100, Irving, Texas 75063, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by DEF CAPITAL, LLC, a New Jersey limited liability company (hereinafter called "Grantee"), whose mailing address is 3 Mary's Way Jackson, New Jersey 08527, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain tract or parcel of land situated in Tarrant County, Texas, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all buildings, improvements, structures and fixtures situated on or attached to the Land, (ii) all right, title and interest of Grantor, if any, in and to any strips and gores, if any, between the Land and any abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether located inside or outside the Land, and any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, street, road, alley, easement or right of way, open or proposed, in, on, across, abutting or adjacent to the Land, (iii) all appurtenant easements and rights of way, (iv) all air and subsurface rights appurtenant to the Land, and (v) all other rights, privileges and appurtenances of Grantor and in any way related to, or used in connection with the Land and the above-described properties (the Land, together with all of the above-described properties, being hereinafter collectively referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters described of record and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and



A

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

**** Signature Page Follows****



IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor to be effective for all purposes as of the 22nd day of October, 2020.

GRANTOR:

Kingdom Logistics LLC, a Wyoming limited liability company

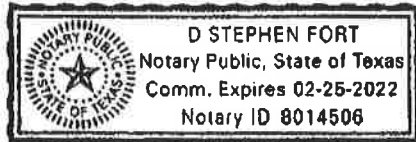
By:  _____

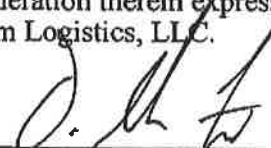
Name: Scott Haire

Title: Manager

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22nd day of October 2020, by Scott Haire, Manager of Kingdom Logistics, LLC, a Wyoming limited liability company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Kingdom Logistics, LLC.



 _____

Notary Public

[Notary Seal]

My commission expires:

GRANTEE'S ADDRESS:

DEF Capital LLC

3 Marys Way

Jackson, NJ 08527

After recording, please return to:

DEF Capital LLC

3 Marys Way

Jackson, NJ 08527



EXHIBIT A
To Special Warrant Deed
Legal Description
34.880 Acres

Being a tract of land situated in the W.Y. Allen Survey, Abstract No. 15, the J. Bowman Survey, Abstract No. 80, the C.E.P.I. & M. Co. Survey, Abstract No. 383, the J.T. Hobbs Survey, Abstract No. 806, the R. Loyd Survey, Abstract No. 986 and the I. & G.R.R. Co. Survey, Abstract No. 1955, Tarrant County, Texas and being a portion of those certain tracts of land as described in deed to **KEP-RMA, LLC**, as recorded in County Clerk's Document No. D214247043 of the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a pk nail found in asphalt at the intersection of the approximate centerline of Old Decatur Road (a variable width right-of-way) and the southerly right-of-way line of Northwest Loop 820 (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 04 seconds East, departing the southerly right-of-way line of said Northwest Loop 820 and along the approximate centerline of Old Decatur Road, a distance of 1,556.96 feet to a pk nail found in asphalt at the southwesterly corner of Lot 1, Block 1, Quarry Falls Industrial Growth Center No. 1, an addition to the City of Fort Worth as recorded in Document No. D212150170 of the Deed Records of Tarrant County, Texas and also being the northwesterly corner of a 40 foot wide right-of-way dedication to the City of Fort Worth as recorded in Document No. D215258763 of the Deed Records of Tarrant County, Texas;

THENCE North 89 degrees 30 minutes 56 seconds East, departing the approximate centerline of said Old Decatur Road and along the southerly line of said Quarry Falls Industrial Growth Center No. 1 and also being the northerly line of said 40 foot wide right-of-way dedication, a distance of 40.00 feet to the **POINT OF BEGINNING**;

THENCE, along the southerly and easterly lines of said Lot 1, Block 1, Quarry Falls Industrial Growth Center No. 1 the following courses:

North 89 degrees 30 minutes 56 seconds East, a distance of 359.67 feet to a 1/2 inch iron rod with cap stamped "RLS" set for a corner;

North 04 degrees 23 minutes 22 seconds West, a distance of 467.57 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

North 39 degrees 54 minutes 10 seconds East, a distance of 178.62 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

South 55 degrees 32 minutes 21 seconds East, a distance of 846.60 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found for a corner;

North 06 degrees 18 minutes 20 seconds East, a distance of 534.66 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found at the southwesterly corner of that certain tract of land as described in deed to the Brown-Lewisville Railroad Family First Limited Partnership as recorded in Document No. 212293503 of the Deed Records of Tarrant County, Texas;

THENCE East, along the southerly line of said Brown-Lewisville tract, a distance of 1,137.00 feet to a 5/8 inch iron rod with cap stamped "RPLS 5539" found at the southeasterly corner of said Brown-Lewisville tract and being on a westerly line of that certain tract of land as described in deed to Keystone Equity Partners, as recorded in Volume 15441, Page 37 of the Deed Records of Tarrant County, Texas;

THENCE, along the westerly lines of said Keystone Equity Partners tract, the following courses:

South 04 degrees 47 minutes 35 seconds East, a distance of 308.14 feet to a 1/2 inch iron rod with cap stamped "RLS" found at the beginning of a non-tangent curve to the left, having a central angle of 19 degrees 58 minutes 05 seconds, a radius of 1,326.51 feet and being subtended by a chord bearing South 14 degrees 02 minutes 40 seconds East, 459.96 feet;

Along said curve in a southeasterly direction, an arc distance of 462.30 feet to a 1/2 inch iron rod with cap stamped "RLS" found for a corner at the end of said curve;

South 24 degrees 45 minutes 40 seconds East, a distance of 227.07 feet to a 1/2 inch iron rod with cap stamped "RLS" found for a corner;

THENCE, departing the westerly lines of said Keystone Equity Partners tract and across the aforementioned KEP-RMA tract the following courses:

South 62 degrees 14 minutes 34 seconds West, a distance of 332.36 feet to a 1/2 inch iron rod with "RLS" cap set for a corner;

North 27 degrees 45 minutes 26 seconds West, a distance of 367.37 feet to a 1/2 inch iron rod with "RLS" cap set for a corner;

WEST, a distance of 2,098.38 feet to a point for corner at the southwesterly corner of the aforementioned 40 foot wide right-of-way dedication from which a pk nail found on the approximate centerline of the aforementioned Decatur Road bears West, 40.00 feet;

THENCE North 00 degrees 29 minutes 04 seconds West, along the easterly line of said 40 foot wide right-of-way dedication, a distance of 130.59 feet to the **POINT OF BEGINNING** and Containing 1,519,386 Square Feet or 34.880 acres of land, more or less.

A handwritten signature or mark consisting of several overlapping, stylized lines, possibly representing the initials 'AS' or a similar set of initials.

UNITED STATES DISTRICT COURT
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 TO SHOW CAUSE

This cause comes before the Court upon the motion of Plaintiff Securities and Exchange Commission for an order to show cause why Defendant Lisa McElhone and her former counsel, Fox Rothstein, LLP should not be held in contempt for violating the Court's Asset Freeze Order, Order Appointing Receiver, and Amended Order Appointing Receiver (ECF No. 36, 42, & 141). For good cause shown, the motion is GRANTED.

IT IS FURTHER ORDERED that, on _____, 2021, at _____, McElhone and Fox Rothschild shall appear telephonically before this Court to show cause why an order of civil contempt should not be issued against them. Any opposition shall be filed and served no later than _____, 2021, and any reply shall be filed and served no later than _____, 2021.

IT IS FURTHER ORDERED that two business days prior to the hearing:

(1) McElhone shall provide the following: (a) records for any accounts over which she had control, was a beneficiary, account holder, or a signatory, showing all transactions that occurred on or after July 28, 2020; (b) all documents concerning the transfer of the property located at 4309

Old Decatur Road, Fort Worth, Texas, 76102 (also known as 3950 Angle Avenue, Fort Worth, TX); (c) documents reflecting the source of the rental income and expenditures paid in connection with the properties in the Receivership Estate on and after July 28, 2020; and (d) any other financial transactions or expenditures on or after July 28, 2020; and

(2) Fox Rothschild shall provide records (a) of its receipt and/or disbursement of funds transferred to it for the benefit, or on behalf, of Defendants and/or Relief Defendants, on or after July 24, 2020; (b) reflecting funds currently held in the law firm trust account that were received from any Defendant, including Par Funding; and (c) to the extent funds were disbursed to pay legal fees on or after July 24, 2020, documents reflecting the date the fees were incurred and the hourly rates charged.

DONE AND ORDERED in Chambers in Fort Lauderdale, Florida, this ____ day of _____, 2021.

UNITED STATES DISTRICT JUDGE