

**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.

**LISA MCELHONE’S AND JOSEPH LAFORTE’S RESPONSE IN OPPOSITION TO
THE RECEIVER’S MOTION FOR AN ORDER TO SHOW CAUSE**

The Receiver’s Motion for an Order to Show Cause (the “Motion”) is long on theory and short on proof. The Receiver contends that Joseph LaForte and Lisa McElhone (collectively the “Defendants”) orchestrated a conspiracy to divert millions of dollars in merchant collections from CBSG and CFS to persons and entities they allegedly control, who then allegedly funneled the money back to the Defendants. Although the Receiver is legally required to establish these allegations by *clear and convincing evidence*, he has not presented any affidavits, declarations or other evidence in admissible form to support his claims. Instead, the Motion is based entirely on an unsubstantiated narrative extrapolated from a handful of transactions involving third parties. None of these transactions actually show that *any* funds were diverted from the Receivership or that either of the Defendants were involved in the transactions. Indeed, although the Motion states that millions of dollars in payments were diverted from the Receivership, the only specifics the Receiver provides is a single \$5,000 wire transfer from a merchant to Financial Mutual, Inc. (which is not owned or controlled by the Defendants) which is proffered without any supporting

documentation to establish its purpose. (*See* D.E. 1328-8). Of paramount importance, there is not a shred of evidence in the entire Motion to suggest that either of the Defendants knew about – let alone directed – any of the transactions at issue.

As will be shown in this response brief, the Receiver has simply not met his burden of proof and seeks to support his case by casting aspersions on the Defendants (and anyone who is associated with them). Because the Receiver lacks actual evidence, he needs the Court to assume the worst about the Defendants (and the various non-parties identified in the motion) and presume wrongdoing in transactions the Receiver has not properly investigated and does not actually understand. Although it is not the Defendants' burden to prove a negative, this response will show that the Receiver has misapprehended various payments from third-parties which it points to as evidence of wrong-doing. In particular, the evidence will show that Joseph LaForte's brother, James LaForte, used his personal income, and borrowed money from his personal and business contacts, in order to help pay for the Defendants' legal fees and otherwise assist them in paying their expenses while Defendants' assets are frozen. The Receiver asserts that Financial Mutual made approximately \$3 Million in payments to professionals engaged by the Defendants¹ and concludes that these payments "must" have come from diverted funds – however, the payments Financial Mutual made to professionals actually came from a \$3 Million loan it provided to James LaForte.² None of these funds represent diverted receivables owned by CBSG or CFS in any way. Moreover, James LaForte obtained the loan from Financial Mutual and directed several payments

¹ The Receiver does not present any documentation or supporting affidavits to substantiate his allegations concerning \$3 million in payments. *See* DE 1328 p.11. Later in the motion, the Receiver presents a chart which states Financial Mutual paid \$2,059,129.95 in professional fees – again, without any substantiation. *Id.* at 23. This discrepancy is never explained.

² *See* the Declaration of James LaForte (attached as Exhibit 1) and the Declaration of Francis Scarpati (attached as Exhibit 2), and the loan agreement attached to the Declarations (Exhibit A to the LaForte Declaration and Exhibit B to the Scarpati Declaration).

to the various professionals. The Receiver has been unable to adduce any evidence which suggests – let alone proves by clear and convincing evidence – that the Defendants orchestrated the diversion of Receivership assets. And without such evidence, the Receiver fails to carry his burden of proof.

It is also notable that, during the timeframe the Receiver contends the Defendants were orchestrating an elaborate conspiracy to divert money from CFS merchants, over \$950,000 was sitting in two CFS bank accounts to which the Defendants had free access. (*See* CFS account statements, attached as Exhibit 3). The Defendants did not touch these funds once the Receivership was established, even though the Receivership was not expanded to cover CFS until May 5, 2021, fully ten months later. If the Defendants had wanted to “divert” money from CFS during this time, they could simply have made a withdrawal from this unfrozen account – but they did not so. Given these facts, it is fanciful for the Receiver to contend – without evidence – that the Defendants engaged in an elaborate conspiracy to divert receivables from CFS through companies they did not own or control.

For all of these reasons, and as discussed further herein, the Receiver has not – and cannot – meet his burden of proof to show a violation of the Receivership Orders. Accordingly, the Defendants cannot properly be held in contempt.

STANDARD OF REVIEW

As the Receiver emphasizes in his Motion, the Court may enter an order to show cause when the conduct *alleged* in the motion would constitute a violation of the Court’s order. (*See* DE 1328, p. 16; citing *Mercer v. Mitchell*, 908 F. 2d 763, 768 (11th Cir. 1990)). However, the movant *always* has the burden to prove a violation by *clear and convincing evidence* before an actual finding of contempt can be made. *See Riccard v. Prudential Ins. Co.*, 307 F.3d 1277, 1296 (11th

Cir. 2002); *see also F.T.C. v. Leshin*, 618 F.3d 1221, 1232 (11th Cir. 2010); *Major v. Orthopedic Equipment Co., Inc.*, 496 F. Supp. 604, 611 (E.D. Va. 1980) (the moving party must carry its burden to prove each violation “with *competent, credible and admissible evidence* in each instance”) (emphasis supplied).

“The clear and convincing evidence must establish that: (1) the allegedly violated order was valid and lawful; (2) the order was clear and unambiguous; and (3) the alleged violator had the ability to comply with the order.” *Riccard*, 307 F.3d at 1296. It is not sufficient for the movant to establish the mere possibility of a violation. *Id.* at 1297 (noting that “‘maybe’ is not close enough when measured against the ‘clear and unambiguous’ standard” the Court must apply); *see also United States v. Latney's Funeral Home, Inc.*, 41 F. Supp. 3d 24, 30 (D.D.C. 2014) (“In the context of civil contempt, the clear and convincing standard requires a quantum of proof adequate to demonstrate *a reasonable certainty* that a violation occurred”) (emphasis supplied) (citations omitted).

Assuming the movant can meet its burden to present clear and convincing evidence of a violation, “the burden then shifts to the alleged contemnor to produce evidence explaining his noncompliance at a ‘show cause’ hearing.” *See Leshin*, 618 F.3d at 1232 (citations omitted).

THE DEFENDANTS HAVE NOT VIOLATED THE RECEIVERSHIP ORDERS, AND THE RECEIVER FAILS TO PRODUCE ANY EVIDENCE THAT THEY DID

I. The Receiver Fails to Present Clear and Convincing Evidence that the Defendants Carried Out the Alleged “Diversion Scheme”

The Receiver contends that the Defendants violated the Court’s Order appointing the Receiver and the Amended Order of appointment (D.E. 36 and D.E. 141, referred to collectively

as the “Receivership Orders”),³ by perpetrating a complex scheme to divert millions of dollars in merchant collections from CBSG and CFS. However, the Receiver has not presented *any* evidence to support this theory, let alone the *clear and convincing* evidence needed for the Receiver to carry his burden. Undeterred by a complete absence of proof, the Receiver purports to have uncovered three “variants” of the purported “diversion scheme.”

First, the Receiver contends that a person known as “Terry Lane” and other “unknown individuals” contacted unnamed CFS merchants by telephone and email to explain that their merchant balances owed to CFS had been assigned to Platinum Rapid (a company owned by Vincent Bardong, which Defendants have no ownership or control over). Although the Motion claims that this was done to “dozens of CFS merchants” and that Platinum Rapid succeeded in collecting at least \$1.15 Million from at least 86 CFS merchants between July 2020 and July 2021, the only example the Receiver purports to show is a single email chain between Terry Lane and Tyson Hoff (neither of whom are known to the Defendants). This email appears to relate to funding that Alpero General Contracting and Roofing Systems LLC received from Main Line Funding⁴ – *not from CFS* – and contains no mention of an assignment to Platinum Rapid. This unauthenticated email chain – even if accepted at face value – is evidence of nothing, since it does not show a purported assignment from CFS to Platinum Rapid or that any funds owed to CFS were

³ The Receiver excerpts the provisions of the Receivership Orders in its Motion. (*See* D.E. 1328, p. 18-19). While the Receivership Orders speak for themselves, this proceeding hinges on the Receiver’s erroneous allegations regarding the Defendants’ conduct, and not on any nuances in the interpretation of the Receivership Orders.

⁴ Exhibit 7 to the Receiver’s motion includes a letter from Platinum Rapid, which may have been an attachment to the email chain at issue. The image quality on the letter is so poor it cannot be read with the naked-eye – but when the document is enlarged it clearly refers to a debt owed to Main Line Funding. Upon information and belief, Main Line Funding is the d/b/a for Financial Mutual, which is Francis Scarpati’s company. The Defendants have no interest in, or control over, Financial Mutual or Main Line Funding.

diverted to the Defendants or for their benefit.⁵ Furthermore, even if this email chain did show a diversion of merchant receivables from CFS to Platinum (which does not appear to be the case) there is no indication that any of this was done with the Defendants' knowledge or at their direction.⁶

For the so-called second variant, the Receiver contends that unnamed CFS merchants made wire transfers using wire instructions provided by a person purporting to represent Platinum Rapid without realizing that the payments were directed to Financial Mutual and not to Platinum Rapid or CFS. The Receiver suggests this was a widespread pattern of behavior, but – again – has only identified a single \$5,000 wire transfer made by Hendrick Varona to Financial Mutual from an account belonging to Lee Roofing LLC.⁷ (See Receiver's Exhibit 8, DE 1328-8). Again, the Receiver has not presented any evidence that the \$5,000 payment was earmarked to pay for a debt owed to CFS, or that Mr. Varona was tricked into believing that this wire payment would be credited against any debt he may have owed to CFS. The Receiver also has not presented a shred of proof that the Defendants knew about this transaction – let alone that they orchestrated or

⁵ The Receiver appears to believe that this email exchange reflects an effort to collect from a CFS merchant because "Terry Lane" used an "@contractfinancingsolution.com" email address to communicate with Mr. Hoff. However, the attachment to the email refers to funding provided by Main Line Funding, and the emails provide no indication that "Terry Lane" was attempting to collect a balance owed to CFS. To the extent Tyson Hoff and/or Alpero General Contracting and Roofing Systems LLC had MCA contracts with CFS, it is entirely possible that they obtained separate and/or additional funding agreements with Platinum Rapid and/or Main Line Funding, and that the subject emails reflect efforts to collect on those MCA contracts.

⁶ The Defendants have no personal knowledge regarding the collection efforts reflected in the emails. To the extent "Terry Lane" was trying to collect a debt owed to CFS, he or she did not do so on the Defendants' behalf.

⁷ Public filings identify Mr. Varona as the Manager and Registered Agent of both Lee Roofing LLC and Alpero General Contracting and Roofing Systems LLC. (See Exhibit 4). Notably, Alpero is the corporation discussed in connection with the Receiver's first alleged variation of the "diversion scheme." Thus, two of the three "diversion schemes" the Receiver purports to have uncovered appear to be based on efforts to collect from a single merchant – a merchant who has not provided a declaration or given testimony to support the Receiver's unsubstantiated claims.

approved it.⁸

Third, the Receiver contends that three of CBSG's "exception portfolio merchants – B&T Supplies, Inc., Lifeguard Office Supplies, Inc. and Bene Market – made payments to Financial Mutual (which is owned by Francis Scarpati) and to BG Sky Trade LLC (which is owned by John Mulvihill), and that these payments were diverted from CBSG. The Motion presents charts that purport to show \$500,000 in payments from B&T Supplies and Lifeguard Office Supplies to BG Sky Trade (Tzvi Odzer's companies), \$1,085,000 in payments from Bene Market (Alan Redmond's company) to BG Sky Trade, and \$1,500,000 in payments from Bene Market to Financial Mutual. While the Receiver makes the bold assertion that these charts demonstrate a "complex web of rerouted payments through nominee-controlled or shell corporations" (DE 1328, p. 14), once again, absolutely no proof is provided. Indeed, the Receiver has presented no evidence that these monies were actually paid,⁹ that the monies constitute payments on MCA contracts with Receivership Entities which were being diverted, or – most importantly – that either of the Defendants directed (or even knew about) these payments.

Having failed to present any proof that the monies which were allegedly paid to Financial Mutual, BG Sky Trade and Bushwick BG were diverted from the Receivership, the Receiver proceeds to speculate about payments these companies made to professionals hired by the Defendants and to other persons and entities who are not subject to the Receivership.¹⁰ The

⁸ The Defendants do not have any knowledge regarding this transaction. However, they believe that some merchants likely sought funding from other MCA lenders after the Receivership was established and they were no longer able to obtain funds from CBSG or CFS. It is entirely possible that this merchant received separate funding from Financial Mutual, and that this wire payment may have been a payment on cash advanced by Financial Mutual.

⁹ There are no bank statements or other records attached to the Motion to evidence the payments.

¹⁰ The Receiver cynically labels such payees "shell corporations owned by loyal nominee owners" and "straw check cashers" – but presents no evidence to support these claims.

Receiver appears to believe that the mere existence of these payments shows, *ipso facto*, that Financial Mutual, BG Sky Trade and Bushwick BG received diverted funds and then paid them out at the Defendants' direction as part of a diversion scheme. While the payments at issue obviously fail to provide such proof, the Defendants will now discuss other evidence which expressly contradicts many of the Receiver accusations.¹¹

II. The Defendants Have Marshalled Evidence to Debunk the Receiver's Unsubstantiated Allegations

While the Receiver has clearly not met its burden of proof (and the Defendants are under no obligation to prove a negative) counsel for the Defendants have investigated some of the third-party transactions at issue and have discovered facts and evidence which contradict many of the Receiver's claims. While the Defendants were not personally involved in the transactions at issue, they believe the following to be true based on what they have learned to date:

A. Payments for the Defendants' Professional Fees

The Receiver points to payments that Financial Mutual, BG Sky Trade and Bushwick BG made to lawyers and other professionals retained by the Defendants as evidence of wrongdoing. However, all of these payments were arranged by Joseph LaForte's brother, James LaForte, out of legitimate monies he was entitled to as part of his efforts to assist his family with their legal problems in their hour of need. (*See*, generally, James LaForte Declaration, Exhibit 1). The Receiver states that Financial Mutual paid \$2,059,129.95 to Defendants' professionals and asserts (apropos of nothing) that these were diverted funds. (*See* D.E. 1328, p. 23). But James LaForte

¹¹ The fact that the Defendants do not attempt to explain *every* payment by a third-party referred to in the Motion should not be construed as an admission that any payments were illegitimate or improper. The Defendants do not bear the burden of proof and are not obliged to prove anything. In the absence of substantiation provided by the Receiver, it is simply not possible for Defendants to identify merchants who were allegedly involved in transactions which the Receiver questions, but does not identify.

and Francis Scarpati (the owner of Financial Mutual) have provided sworn Declarations attesting to the fact that Financial Mutual made payments to these professionals as part of a \$3 Million loan Financial Mutual provided to James LaForte. (*See* Exhibit 1, ¶ 6-7; Exhibit 2, ¶ 6). Likewise, James LaForte has attested that he made payments to professionals out of the account of his restaurant business (Bushwick Beer Garden), and that he arranged for BG Sky Trade (where he earns commissions from his work as an account representative) to make payments to attorneys in satisfaction of certain commissions owed to him by BG Sky Trade. (*See* Exhibit 1, ¶ 8). These Declarations demonstrate that none of these payments came from diverted funds.

B. Payments from Tzvi Odzer and his Companies

The Receiver states that two companies owned by Tzvi Odzer – B&T Supplies and Lifeguard Office Supplies – made \$500,000 in payments to BG Sky Trade. The Defendants do not have any direct knowledge regarding these payments, but James LaForte has attested that Mr. Odzer agreed to make this payment to BG Sky Trade (and other payments to Joseph LaForte’s attorneys) in partial satisfaction of a \$1.5 Million commission Mr. Odzer (or his companies) owed James LaForte for procuring a very large shipment of PPE during the early days of the Pandemic. (*See* Exhibit 1, ¶ 12).

C. Payments from Bene Market to Financial Mutual and BG Sky Trade

The subject Motion lists 19 payments totaling \$1.5 Million from Bene Market to Financial Mutual that were made between January 15 and May 18, 2021, and baldly asserts that these represent diverted funds. However, Francis Scarpati attests that these were payments Financial Mutual earned for leads it provided to Bene Market, and he has provided invoices which perfectly match the payments identified by the Receiver. (*See* Exhibit 2, at ¶ 5 and Ex. A).

Likewise, the Receiver points to \$1,085,000 in payments from Bene Market to BG Sky Trade that were made between August 2020 and January 2020. However, James LaForte attests that he does business with and through BG Sky Trade, that BG Sky Trade has provided leads to Bene Market on a commission basis, and that he believes the payment at issue reflect earned commissions for leads. (*See* Exhibit 1, ¶ 13). Accordingly, all of these payments appear to reflect legitimate transactions between third-parties – which have absolutely nothing to do with the Defendants, the Receivership, or diverted funds which ought to have been paid to the Receivership.

D. Funds Paid To and By Dayne Property Management

The Receiver states that James LaForte’s company, Bushwick BG, LLC, paid \$1,392,400 to Dayne Property Management Group, Inc., and that Dayne paid \$94,281 in property taxes on Lisa McElhone’s home in Jupiter, Florida in May of 2022. James LaForte has confirmed that he paid Dayne \$1,392,412, but these payments do not constitute diverted funds – they were made for substantial renovation work Dayne performed for several restaurants in which James LaForte has an ownership interest. (*See* Exhibit 1). James LaForte has provided the invoices reflecting the work performed, the total amounts paid, as well as photographs showing a representative sampling of the work Dayne performed in order to earn these payments. (*Id.* at Ex. B and C).

James LaForte also attests that he asked Joe Talamini (who owns Dayne, and is a good friend with whom James LaForte does a significant amount of business) to pay the property taxes on the Jupiter home at a time when James LaForte was cash strapped. (*Id.* at ¶ 15). Mr. Talimini agreed to make the requested payment, and James LaForte quickly repaid Mr. Talimini as he had promised to do.¹² (*Id.*). Once again, these payments have nothing to do with CBSG and provide

¹² Given the friendship between James LaForte and Mr. Talimini, and their significant business ties (James’ company paid Mr. Talimini’s company more than \$1.3 Million for services over a

no evidence of a diversion scheme – let alone one orchestrated by the Defendants

E. Platinum Rapid and Financial Mutual Deny the Receiver’s Allegations

The Receiver claims that Platinum Rapid and Financial Mutual were at the center of two of the three alleged “diversion scheme variants” identified in the Motion. Specifically, the Receiver asserts that: 1) unknown individuals contacted CFS merchants to trick them into thinking their account balances had been transferred to Platinum Rapid, and that Platinum Rapid collected at least \$1.15 Million from at least 86 CFS merchants; and, 2) that a person purporting to act on behalf of Platinum Rapid tricked CFS merchants into submitting payments to Financial Mutual’s bank account. (D.E. 1328, p. 10-11). The Receiver has not provided a shred of evidence to prove that *any* CFS merchants were tricked in these ways – let alone that any of this was done for the Defendants’ benefit or at their direction. Furthermore, Vincent Bardong (the owner of Platinum Rapid) and Francis Scarpati (the owner of Financial Mutual) have provided sworn declarations in which they flatly deny these allegations and affirm that the Defendants *did not* have any involvement in their businesses or attempt to orchestrate their actions in any way. (*See* Declaration of Vincent Bardong, attached as Exhibit 5, and Scarpati Declaration, Exhibit 2).

The Receiver also attempts to draw an inference of wrongdoing by asserting that Francis Scarpati emptied and closed Financial Mutual’s bank account with Bank of America four weeks after the Receiver issued a subpoena to obtain records from that account. The Defendants have no personal knowledge of these matters. However, Mr. Scarpati has declared under penalty of perjury that it was Bank of America that chose to close the account after it was subpoenaed. (*See* Exhibit 2, ¶ 10). Thus, the Receiver appears to have jumped to conclusions – once again – in an attempt to

sixteen-month period) it is not unusual that Mr. Talimini would agree to provide James LaForte with a short-term loan.

substantiate its false allegations against the Defendants.

III. The Court Must Decline the Receiver’s Invitation to Consider Hearsay and Unproven Collateral Allegations in Connection with the Present Motion

Instead of presenting actual evidence that the Defendants have violated the Receivership Order, the Receiver relies on bald rhetoric by simply proclaiming that the Defendants’ “egregious and numerous violations” are “emphatically clear.” (D.E. 1328, p. 18). Then – in an attempt to deflect from the obvious factual and evidentiary deficiencies in the Motion and overcome the Defendants’ anticipated counter-arguments – the Receiver asks that the Court “consider [Defendants’] explanations in light of” other unproven matters which pre-date the Receivership and/or have nothing to do with the issues presented in the present Motion. *Id.* at p. 22. Although the Receiver’s irrelevant allegations regarding these collateral matters are addressed briefly below, it is clear that the Receiver is simply trying to muddy-the-waters, and this Court (which sits in equity) need not and should not countenance the Receiver’s improper arguments.

First, the Receiver contends that the Court should consider the Defendants’ alleged “Pre-Receivership efforts to collect cash from merchants, thereby keeping the money off of the CBSG’s books and unavailable to investors.” *Id.* Although the Receiver does not cite any support for the contention, he appears to be referencing the self-serving and unsubstantiated hearsay statements of Tzvi Odzer (a/k/a Stephen Odzer), contained in a “report” by an accounting firm Mr. Odzer retained. (*See* D.E. 1328-12, referred to herein as the “Report”). To begin, the Report is pure hearsay and is inadmissible for any purpose in this proceeding. Second, the Report acknowledges that Mr. Odzer and his companies borrowed more than \$92 Million from CBSG, and presents salacious and unsupported allegations in an effort to offset this enormous debt.¹³ Indeed, the

¹³ Although the Receiver contends that Odzer participated in the diversion of funds from the Receivership, the fact of the matter is the Receiver is in possession of a Confession of Judgment

Report admits that – even if Mr. Odzer were entitled to all of the unsubstantiated offsets he is claiming (which he absolutely is not) – he and his companies would still owe CBSG more than \$8.5 Million.¹⁴

The self-serving and unsworn Report is almost exclusively directed to events and transactions which allegedly occurred *before* the Receivership incepted on July 27, 2020. The only transactions referenced in the Report which occurred after the Receivership are a handful of wire transfers made to persons and entities outside of the Defendants’ control. While the Report contends that “LaForte” (it does not specify whether this refers to Joseph or James) directed Odzer to make these payments, this statement constitutes inadmissible hearsay, and is not supported by any actual evidence. Furthermore – and laying aside all of the evidentiary issues only for the moment – Mr. Odzer’s credibility is sorely lacking. In addition to the fact that Mr. Odzer has a direct financial interest in saying anything he can to eliminate or reduce his nearly \$100 Million debt, Mr. Odzer is a convicted felon having been found guilty of bank fraud and conspiracy, for which he served a prison sentence and was ordered to pay more than \$16 Million in restitution.¹⁵

for Mr. Odzer’s companies, and a Surety Agreement in which Mr. Odzer personally guarantees those debts. Notwithstanding, the Receiver has not filed the COJ or taken any legal action to collect the \$92 Million debt from Mr. Odzer or his companies – even though they are solvent and have substantial assets. The Receiver’s silence and inaction on these issues speaks volumes about the Receiver’s belief in Odzer’s credibility.

¹⁴ To be absolutely clear, the debt at issue is *much* larger than \$8.5 Million, and Mr. Odzer’s self-serving statements about the alleged reduction of his debt should not be given any credit at all.

¹⁵ In January of 2021, Mr. Odzer received a presidential pardon, which was conditioned on payment of the outstanding balance of the restitution order to his victims. (*See* Pardon, attached as Exhibit 6). It is unclear whether the restitution has been made. In seeking the pardon, advocates for Mr. Odzer attempted to portray him as a philanthropist, citing his donation of PPE during the Covid crises. (*See* Statement from the Press Secretary Regarding Executive Grants of Clemency, attached as Exhibit 7). Ironically, the PPE Mr. Odzer donated was purchased with funding obtained from CBSG (which he has not repaid). Furthermore, the Odzer Report alleges that PPE Odzer procured from James LaForte with CBSG funding was “worthless” and “non-salable” and that he is therefore entitled to offset his debt to CBSG by \$1.5 Million (which is the amount of James LaForte’s commission on the PPE deal). Aside from the fact that Odzer’s self-serving claims

It is notable that the Receiver fails to mention this in the Motion, since he took great pains to note the criminal history of each person who is allegedly associated with Joseph LaForte (no matter how attenuated). The Receiver's efforts to paint LaForte and his alleged "associates" in a bad light based on their prior records – while completely ignoring Odzer's fraud convictions and his enormous (\$92 Million) financial interest in avoiding his debts to CBSG – speaks volumes.

Second, the Receiver contends that the Court should consider the Receiver's prior unproven allegations that the Defendants violated the Receivership Orders based on an alleged data breach, and a separate contempt motion relating to the transfer of property to Kingdom Logistics (which was not adjudicated on the merits in this Court, and is now the subject of a separate lawsuit brought by the Receiver in Texas). The Defendants previously settled the Receiver's "data breach" claim *without admitting any wrongdoing* in order to avoid getting bogged-down in expensive and distracting collateral proceeding. The Kingdom Logistic lawsuit is still pending, and Lisa McElhone (who is a party to that action) has denied all liability and is vigorously defending herself. The Receiver is aware that there was no adjudication of wrongdoing in either of these proceedings and that he amicably resolved the alleged "data breach" matter, but he is nevertheless attempting to use these unproven collateral allegations to cast doubt on the Defendants' credibility. But no amount of commentary about prior unrelated matters can serve as a surrogate for clear and convincing evidence in admissible form – of which the Receiver has none.

In short, salacious hearsay and unproven allegations of unrelated bad conduct are not substitutes for clear and convincing evidence of the specific alleged contempt violations at issue in this Motion. Accordingly, the Court may not properly consider the Odzer Report or the

are hardly credible, it bears mention that Mr. Odzer presumably did not disclose these alleged "facts" in connection with his application for a pardon.

Receiver's prior contempt allegations in connection with the present Motion.

IV. The Receiver Presents No Evidence Whatsoever Relating to Lisa McElhone

The subject motion is premised on the Receiver's unsupported allegations that Joseph LaForte's "personal contacts" received payments from CFS merchants and funneled it back to the Defendants as part of massive diversion scheme. While these allegations are based on pure conjecture and cannot be sustained, it is important to note that the Receiver does not even insinuate that Lisa McElhone had any knowledge of or involvement in any of the transactions at issue, or of the alleged orchestration of this scheme.¹⁶

V. Demand for an Evidentiary Hearing

The Court's Order to Show Cause provides that an evidentiary hearing will be held on the Receiver's Contempt Motion. (D.E. 1332, p. 3). But in an abundance of caution, the Defendants demand an evidentiary hearing to address the numerous disputed issues of fact presented in the Receiver's Motion and this Opposition.

CONCLUSION

As discussed in the Court's Order to Show Cause (D.E. 1332), the Motion alleges that the Defendants violated the Receivership Order by: 1) diverting merchant collections from CBSG and CFS to other entities they controlled; 2) laundering the diverted funds through shell and nominee corporations; and 3) using the laundered funds for their personal use and fund. However, the

¹⁶ Furthermore, from July 28, 2020 through the expansion of the Receivership on December 16, 2020, Ms. McElhone had access to the bank accounts of Eagle Six Consulting, Heritage Business Consulting, and the various commercial real estate properties which were rented and managed through LM Property Management (amongst other accounts). Ms. McElhone did not touch these bank accounts (which had a combined value of over \$8 Million) during this timeframe. Indeed, she continued to manage and maintain the commercial properties – without compensation – while rent payments accumulated in the bank accounts, thus preserving these funds for the Receiver. Ms. McElhone's conduct during this time speaks volumes, and should be weighed against the Receiver's vague and unsubstantiated claims that she somehow participated in a diversion scheme.

Receiver has not presented *any* evidence to support these allegations – let alone the clear and convincing evidence needed for the Receiver to carry his burden. Indeed, the Motion does not present a scintilla of evidence to show that either of the Defendants was involved in *any* of the transactions at issue. Moreover, the evidence proffered by the Defendants debunks many of the Receiver’s unsupported allegations. For all of these reasons, there has been no showing that the Defendants violated the Receivership Orders in any way, and the Defendants cannot be held in contempt.

Dated: August 29, 2022.

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 29th day of August 2022, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmissions of Notices of Electronic Filing generated by CM/ECF.

By: /s/ James M. Kaplan
JAMES M. KAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 9:20-cv-81205-RAR

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants.

DECLARATION OF JAMES LAFORTE

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

1. My name is James LaForte. I am over twenty-one (21) years of age and have personal knowledge of the matters set forth herein.

2. I am the sole owner of Bushwick Beer Garden, LLC, which I acquired from Vincent Minsquero around January 2021. I use Bushwick Beer Garden, LLC to run my restaurant business, including Rebel Café & Garden in Brooklyn, NY.

3. I am also an account representative, and in that capacity, I do business with and through BG Sky Trade, LLC. BG Sky Trade is engaged in a broad range of business activities, including selling leads to MCA lenders, serving as an ISO, and doing other commission based work in various industries.

4. Joseph LaForte is my brother and Lisa McElhone is my sister-in-law. After my brother was arrested and this lawsuit began in July of 2020, I did what I could to help Joe make bail and get good legal counsel. From the beginning of this lawsuit through today, I have helped Joe and Lisa with their legal fees and other expenses as much as I can.

5. Vincent Bardong and Vincent Minsquero are both good friends of mine who I have done business with over the years. At my request, they both agreed to put their houses up as security for Joe's bail. My cousin Peter Padovano and others also agreed to put their houses up for Joe's bail after I asked them to.

6. I obtained a \$3 Million loan from Financial Mutual in order to help pay Joe and Lisa's attorneys and cover other costs for them. (A copy of the loan agreement is attached as

Exhibit A). Frank Scarpati owns Financial Mutual and is a very good friend of mine, and he agreed to loan me the money.

7. The loan from Financial Mutual was not paid out to me in a lump sum. Instead, it was made available to me like a line of credit I could draw from. I asked Frank Scarpati to make payments to attorneys and to other professionals for Joe and Lisa's defense and to count those payments as advances against the amount Financial Mutual agreed to lend to me. I asked Financial Mutual to make \$492,654 in payments to Alejandro Soto, \$431,500 to the Berkowitz accounting firm, \$95,000 to Kopelowitz Ostrow P.A., \$762,500 to Alan Futerfas, \$225,000 to James Froccaro and \$350,000 to Michael Bachner.

8. I also made some payments to attorneys and professionals through my company, Bushwick Beer Garden. Also, I arranged for BG Sky Trade to make payments to attorneys and professionals. The payments from BG Sky Trade were made in partial satisfaction of the commissions owed to me by BG Sky Trade for the deals I generated.

9. I did all of this because I love my brother and sister-in-law and wanted to help them. At the time I arranged for the loan agreement with Financial Mutual I thought the Receivership would be over quickly and that CBSG would go back to being a very profitable business.

10. Neither Joe nor Lisa were involved in my efforts to borrow and raise money to pay for their defense. I did this on my own.

11. I have reviewed the Receiver's contempt motion, and I believe that the Receiver has misunderstood or mischaracterized a number of transactions I was involved in.

12. First, the Receiver states that \$500,000 was diverted from B&T Supplies and Lifeguard Office Supplies to BG Sky Trade. The payments the Receiver refers to appear to have been payments Tzvi Odzer or his companies made to partially cover the \$1.5 Million owed to me as a commission for brokering a large shipment of PPE he purchased through his companies. This transaction had nothing to do with the MCA agreements he and his companies had with CBSG, CFS or any other Receivership entity. Tzvi also agreed to make some payments at my request directly to my brother's attorneys. These payments were likewise treated as partial payments of the commission he owed me on the PPE deal.

13. Second, the Receiver states that \$1,085,000 was diverted from Bene Market to BG Sky Trade. However, I know that BG Sky Trade provided leads to Bene Market and earned commissions for those leads. I believe the payments the Receiver refers to were payments for BG

Sky Trade's earned commissions on leads, and had nothing to do with Bene Market's MCA agreements with any Receivership entity.

14. Third, the Receiver states that Bushwick BG paid Dayne Property Management Group Inc. \$1,392,400. Dayne is owned by my friend and business associate, Joe Talamini, and does property management, renovation and construction work. I have used Dayne for a number of projects, including for the renovations of Rebel Café & Garden and Court Street Tavern in Brooklyn, NY. I reviewed invoices I paid for work Dayne performed for me and my companies between January 2021 and May 2022, and these total \$1,392,412. (The Invoices are attached as Exhibit B). These payments did not have anything to do with CBSG, CFS or any MCA Agreements, they were for quality work Dayne did renovating Rebel Café & Garden, Court Street Tavern and other venues I am developing. I've included before and after pictures of Rebel Café & Garden as Court Street Tavern as an example of the renovation work Dayne performed for me. (See photos attached as Exhibit C)

15. Fourth, the Receiver states that in May of 2022 Dayne paid about \$94,000 for property taxes on Lisa's home in Jupiter, Florida. I asked Joe Talamini to make this payment for me because I did not have the cash on hand to pay it myself at that time. Joe Talamini and I do a lot of business together, and he agreed to pay the taxes as a favor to me. I later paid him back, as promised.

16. I have not done anything to divert merchant collections from CBSG or CFS or otherwise violate the Receivership Orders.

17. Neither Joe nor Lisa ever asked me or directed me to divert merchant collections or violate the Receivership Orders, and I did not conspire with either of them to do so.

18. To the best of my knowledge and belief, there is absolutely no truth to the Receiver's allegations that Joe, Lisa or I were involved in a diversion scheme.

19. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 8.29.22

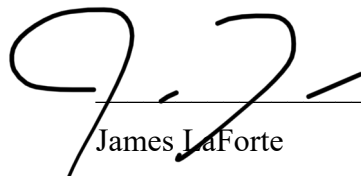

James LaForte

EXHIBIT A

LOAN AGREEMENT

Borrower Name: James Laforte

Borrower Address: 50 West street NY, NY 10006

Lender Name: Financial Mutual

Lender Address: 1 West Main street Freehold NJ 07726

Loan Amount: \$3,000,000.00

Date: 08/01/2020

PAYMENT. This agreement, (the "Note"), shall be due and payable, including the principal and any accrued interest, by (check one):

- Regular payments of undetermined beginning on 02/01/2023 and to continue every month until the balance is paid, ending on 02/01/2025. All payments made by the Borrower are to be applied first to any accrued interest, and secondly to the principal balance.

- Other: See attached Schedule A.

INTEREST. The Note shall bear interest at a rate of 3.0% compounded annually. The rate must be equal to or less than the usury rate in the State of the Borrower.

PREPAYMENT. The Borrower has the right to pay back the loan in-full or make additional payments at any time without penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Lender shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Lender.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by the Lender under this Note:

- a) Borrower's failure to pay any part of the principal or interest as and when due under this Note; or
- b) Borrower's becoming insolvent or not paying its debts as they become due.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Lender's may have, Lender shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

SUBORDINATION. The Borrower's obligations under this Promissory Note are subordinated to all indebtedness, if any, of the Borrower, to any unrelated third-party lender to the extent such indebtedness is outstanding on the date of this Note and such subordination is required under the loan documents providing for such indebtedness.

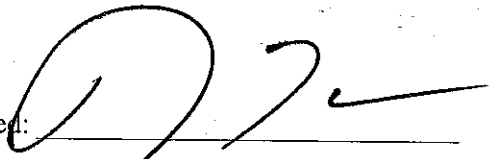
WAIVERS BY BORROWER. All parties to this Note including the Borrower and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Borrower agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to the maximum usury rate in the State of New York, of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

SUCCESSORS. All of the foregoing is the promise of Borrower and shall bind Borrower and Borrower's successors, heirs and assigns; provided, however, that Lender may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

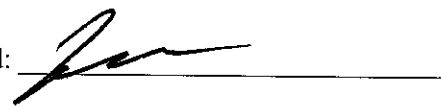
IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Borrower: [James Laforte]

Signed: 

Printed Name: James Laforte

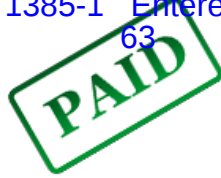
Lender: [Financial Mutual]

Signed: 

Printed Name: Francis Scarpato

EXHIBIT B

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

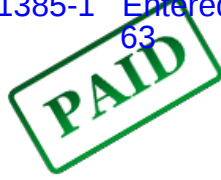
Invoice # 24
Invoice Date 01/23/2021
Due Date 02/20/2021

Item	Description	Unit Price	Quantity	Amount
Service	Floor Refinishing Cost Non-discounted retail pricing for: 2 component, waterborne urethane/acrylic polymer finish. Gloss or satin finish. Non-yellowing. Quantity includes typical waste overage, material for repair and local deliver	1571.00	1.00	1,571.00
Service	Hardwood Floor Refinishing Labor, Basic Basic labor to refinish hardwood floor with favorable site conditions. Prep up to 1 hr per 100 SF - remove debris, spot fill and patch level up to 2 defects per 100 SF. Remove finish layer by 2 pass machine sanding. Apply 2 coats polyurethane finish. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	10547.00	1.00	10,547.00
Service	Hardwood Floor Refinishing Job Supplies Cost of related materials and supplies typically required to refinish hardwood floor including: manufacturer recommended underlayment, fasteners, adhesives and surface sealants	1289.00	1.00	1,289.00
Service	Artificial Lawn Cost Non-discounted retail pricing for: 60 oz face weight. Blended green / tan color. 1 3/4" pile height. 15' wide to 100' long. 10 yr warranty. Quantity includes typical waste overage, material for repair and local delivery.	13258.00	1.00	13,258.00
Service	Artificial Lawn Installation Labor, Basic Basic labor to install artificial lawn with favorable site conditions. Excavate area to set finished height and contour. Apply base gravel and compacted sand base. Fit, seam and secure artificial lawn. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	8696.00	1.00	8,696.00
Service	rtificial Lawn Debris Disposal Costs to load and haul away old materials, installation waste and associated debris	767.00	1.00	767.00

NOTES: Rebel Cafe

	Subtotal	36,128.00
	Total	36,128.00
	Amount Paid	36,128.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 22
Invoice Date 04/01/2021
Due Date 05/07/2021

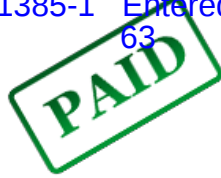
Item	Description	Unit Price	Quantity	Amount
Service	Marble Tile Flooring Cost Non-discounted retail pricing for: 12"x24" polished marble tile. Factory sealant applied. 3/8" thick. Better grade Turkish marble with uniform veining. Quantity includes typical waste overage, material for repair and local delivery.	8057.00	1.00	8,057.00
Service	Marble Tile Floor Installation Labor, Basic Basic labor to install marble tile floor with favorable site conditions. Plan layout, seams. Install and level mortar bed. Set floor in thinset adhesive and grout seams. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	27140.00	1.00	27,140.00
Service	Marble Tile Floor Installation Job Supplies Cost of related materials and supplies typically required to install marble tile floor including: manufacturer recommended underlayment, fasteners, adhesives and surface sealants.	1425.00	1.00	1,425.00
Service	Remove Tile Detach tile and mortar from backing surface. Break into haul able pieces. Remove from home and dispose of legally.	9009.00	1.00	9,009.00
Service	Marble Tile Flooring Debris Disposal Costs to load and haul away old materials, installation waste and associated debris	1200.00	1.00	1,200.00
Service	Wallpaper Cost Non-discounted retail pricing for: Vinyl coated wallpaper. Prepasted and paper backed. Washable and paintable. Quantity includes typical waste overage, material for repair and local delivery.	2936.00	1.00	2,936.00

Service	Wallpaper Installation Labor, Basic Basic labor to install wallpaper with favorable site conditions. Lightly clean surface. Apply, activate adhesive and apply to walls. Pattern match and press seams. Trim at edges. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	8627.00	1.00	8,627.00
Service	Remove Wallpaper Score wallpaper surface. Apply wallpaper paste/remover solvent. Scrape paper from surface.	10987.00	1.00	10,987.00
Service	Home Painting Cost Non-discounted retail pricing for: Interior wall and trim paint. Latex based, paint and primer in one. Flat, satin, eggshell finish options. Quantity includes typical waste overage, material for repair and local delivery.	2589.00	1.00	2,589.00
Service	Home Interior Painting Labor, Basic Basic labor to paint home with favorable site conditions. Prep up to 3 hr per 100 SF - clean, scrape, sand and patch up to 4 defects per 100 SF. Caulk gaps and spot prime. Roll / brush 2 coats of paint over lightly textured ceiling/walls. Paint up to 2 doors and door trim per room. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	7611.00	0.00	0.00

NOTES: Basement Location Rebel Garden

	Subtotal	71,970.00
	Total	71,970.00
	Amount Paid	71,970.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Group B&G
 449 Court St
 Brooklyn NY 11231

Invoice # 78
Invoice Date 04/03/2021
Due Date 05/08/2021

Item	Description	Unit Price	Quantity	Amount
Service	Artificial Lawn Cost Non-discounted retail pricing for: 60 oz face weight. Blended green / tan color. 1 3/4" pile height. 15' wide to 100' long. 10 yr warranty. Quantity includes typical waste overage, material for repair and local delivery.	7160.00	1.00	7,160.00
Service	Artificial Lawn Installation Labor, Basic Basic labor to install artificial lawn with favorable site conditions. Excavate area to set finished height and contour. Apply base gravel and compacted sand base. Fit, seam and secure artificial lawn. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	4716.00	1.00	4,716.00
Service	Concrete Pad Cost Non-discounted retail pricing for: 4+ inch thick, fibermesh reinforced 3500 PSI concrete. Broom finish. Quantity includes typical waste overage, material for repair and local delivery.	2663.00	1.00	2,663.00
Service	Concrete Pad Installation Labor, Basic Basic labor to install concrete pad with favorable site conditions. Layout pad height and slope. Lightly grade and remove loose soil. Set forms and reinforcing. Pour and finish concrete. Excavation, gravel base layer, compaction or hardscape demolition not included. 500 sq ft maximum. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	5107.00	1.00	5,107.00
Service	Debris clean Up	2500.00	1.00	2,500.00
Service	Sliding Door Cost Non-discounted retail pricing for: Wood sliding patio door with fusion welded frame. Double pane, low E glass with Argon insulation layer	3170.00	1.00	3,170.00

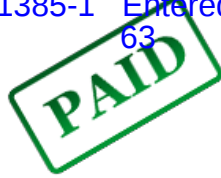
Service	Sliding Door Installation Labor, Basic	63	3500.00	1.00	3,500.00
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Basic labor to install sliding door with favorable site conditions. Set unit in rough opening. Shim to achieve level and plumb placement. Set jamb edges flush to finished wall surfaces. Secure unit to rough opening framing. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup

NOTES: Outside yard Court St Tavern

	Subtotal	28,816.00
	Total	28,816.00
	Amount Paid	28,816.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 127
Invoice Date 09/01/2021
Due Date 10/01/2021

Item	Description	Unit Price	Quantity	Amount
Service	Membrane Roofing System Cost Non-discounted retail pricing for: Structurally reinforced membrane. For fully adhered or mechanically attached. 30 yr warranty. UV resistance and 100 mph wind rating. Quantity includes typical waste overage, material for repair and local delivery.	3919.00	1.00	3,919.00
Service	Membrane Roofing Installation Labor, Basic Basic labor to install membrane roofing system with favorable site conditions. Clear roof surface of debris. Set/remove protruding nails. Cut and layout material, apply recommended adhesive and roll. Seal edges and all roof penetrations. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	8547.00	1.00	8,547.00
Service	Membrane Roofing Installation Job Supplies Cost of related materials and supplies typically required to install membrane roofing system including: fasteners, underlayment, drip edges, sealant and basic flashing.	1258.00	1.00	1,258.00
Service	Membrane Roofing Installation Equipment Allowance Job related costs of specialty equipment used for job quality and efficiency, including: Roof jacks, pneumatic roofing nailer, shingle cutting tools. Daily rental. Consumables extra.	365.00	5.00	1,825.00
Service	Shelving Installation Labor, Basic Basic labor to install shelving with favorable site conditions. Secure mounting brackets to wall framing. Fit, level and secure shelves up to 2m/7ft in length. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	22538.00	1.00	22,538.00
Service	Wood Countertop Cost Non-discounted retail pricing for: Solid hardwood block countertop. 1.25" thick with full exterior rails. Penetrating oil finish. NSF approved for food preparation. Quantity includes typical waste overage, material for repair and local delivery.	7198.00	1.00	7,198.00

Service	Wood Countertop Installation Labor, Basic	63	2745.00	1.00	2,745.00
	Basic labor to install wood countertop with favorable site conditions. Template, layout and fabricate wood countertop with basic edge. Add 1 sink and faucet cutout. Install and secure countertop. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.				
Service	Wood Countertop Installation Job Supplies		1301.00	1.00	1,301.00
	Cost of related materials and supplies typically required to install wood countertop including: fabrication consumables, fasteners, sealants and caulking.				
Service	Quartz Countertop Cost		15547.00	1.00	15,547.00
	Non-discounted retail pricing for: Mid grade, 20mm thick solid surface countertop. Non-porous, stain and scratch resistant. 15 yr warranty. Price assumes 80+% slab utilization. Quantity includes typical waste overage, material for repair and local delivery.				
Service	Quartz Countertop Installation Labor, Basic		4813.00	1.00	4,813.00
	Basic labor to install quartz countertop with favorable site conditions. Template, layout and fabricate synthetic stone countertop with basic edge. Add 1 sink and faucet cutout. Install and secure countertop. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.				
Service	Split Ac Unit Cost		2291.00	1.00	2,291.00
	Non-discounted retail pricing for: 2 Ton 16 SEER mini-split heat pump system. 9,000 BTU indoor air handler with remote control. Requires 240V 25A. 10 yr limited warranty.				
Service	Split System Air Conditioner Installation Labor, Basic		3812.00	1.00	3,812.00
	Basic labor to install split system air conditioner with favorable site conditions. Install new 240V 20A circuit. Mount and secure condenser to new pad. Fabricate pass through. Connect air handlers and mount unit. Connect, insulate and enclose lines between condenser air handler. Connect control panel and power source. Charge condenser with up to 12 lbs of R410a refrigerant. Verify proper operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.				
Service	Pendant Light Cost		1875.00	5.00	9,375.00
	Non-discounted retail pricing for: 3-light with multipendant base fixture. Clear glass pendant shade. Chrome brass stainless steel finish options. Direct wire. 120V.				
Service	Pendant Lighting Installation Labor, Basic		2571.00	5.00	12,855.00
	Basic labor to install pendant lighting with favorable site conditions. Turn off power to circuit. Layout location and cut mounting hole. Add or modify wiring from existing switch or parallel fixture. Place fixture and trim piece. Power and test. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.				

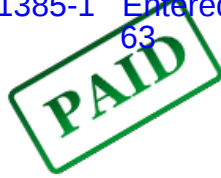
Service	Add AFCI Circuit Protection	1299.00	5.00	6,495.00
	63			
	Shutoff power to circuit. Remove existing circuit breaker.			
	Add new 15A or 20A Arc Fault Circuit Interrupt breaker.			
	Repower and verify proper operation. For existing systems with compatible AFCI breaker option only.			

Service	Debris Removal	1080.00	1.00	1,080.00
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NOTES: Rebel Cafe & Garden
Pizza Area

	Subtotal	105,599.00
	Total	105,599.00
	Amount Paid	105,599.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 0000099
Invoice Date 11/30/2021
Due Date 12/30/2021

Item	Description	Unit Price	Quantity	Amount
Service	Drywall Cost Non-discounted retail pricing for: Paper faced 1/2" thick gypsum board. 4' x 8' sheets. Quantity includes typical waste overage, material for repair and local delivery.	1810.00	1.00	1,810.00
Service	Drywall Installation Labor, Basic Basic labor to install drywall with favorable site conditions. Layout, fabricate and fit drywall sheets. With up to 1 cutout per 100 SF. Secure to framing per manufacturer specifications. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	4356.00	1.00	4,356.00
Service	Remove Drywall Break drywall into sections and remove from framing. Remove drywall fasteners from framing. Dispose of material in responsible manner. Material cost includes dump fee.	1500.00	1.00	1,500.00
Service	Wall Painting Cost Non-discounted retail pricing for: Interior wall and ceiling paint. Latex based, paint and primer in one. Flat, satin, eggshell finish options. Quantity includes typical waste overage, material for repair and local delivery.	2359.00	1.00	2,359.00
Service	Wall Painting And Finishing Labor, Basic Basic labor to paint wall with favorable site conditions. Prep up to 1 hr per 200 SF - scrape, sand and patch up to 4 defects per 100 SF. Roll 2 coats of paint and cut in at trim molding. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	5968.00	1.00	5,968.00

Service	Interior Wall Framing Labor, Basic	63	5601.00	1.00	5,601.00
	Basic labor to frame interior wall with favorable site conditions. Layout, fabricate and install conventional wood framed wall using 2"x4" studs spaced 16" on center. Includes double top plate, blocking and 1 corner per 100 SF of wall. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.				
Service	Interior Wall Framing Job Supplies		3576.00	1.00	3,576.00
	Cost of related materials and supplies typically required to frame interior wall including: fasteners, connectors and dimensional lumber for openings.				
Service	Sliding Door Cost		2377.00	1.00	2,377.00
	Non-discounted retail pricing for: Barn Door				
Service	Sliding Door Installation Labor, Basic		1855.00	1.00	1,855.00
	Basic labor to install sliding door with favorable site conditions. Set unit in rough opening. Shim to achieve level and plumb placement. Set jamb edges flush to finished wall surfaces. Secure unit to rough opening framing. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.				
Service	Pendant Light Cost		4687.00	1.00	4,687.00
	Non-discounted retail pricing for: 3-light with multipendant base fixture. Clear glass pendant shade. Chrome brass stainless steel finish options. Direct wire. 120V.				
Service	Pendant Lighting Installation Labor, Basic		6346.00	1.00	6,346.00
	Basic labor to install pendant lighting with favorable site conditions. Turn off power to circuit. Layout location and cut mounting hole. Add or modify wiring from existing switch or parallel fixture. Place fixture and trim piece. Power and test. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup				
Service	Add AFCI Circuit Protection		3222.00	2.00	6,444.00
	Shutoff power to circuit. Remove existing circuit breaker. Add new 15A or 20A Arc Fault Circuit Interrupt breaker. Repower and verify proper operation. For existing systems with compatible AFCI breaker option only.				
Service	Electrical Outlet Cost		555.00	1.00	555.00
	Non-discounted retail pricing for: Duplex, 120V 20A weather resistant outlet in weatherproof electrical box and trim plate. NM conduit and wiring extra.				

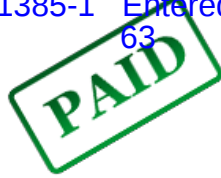
Service	Electrical Receptacle Installation Labor, Basic	63	5088.00	1.00	5,088.00
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Basic labor to install electrical receptacle with favorable site conditions. Turn off power to circuit. Layout location and cut mounting hole. Mount remodeling style electrical box. Add or modify NM-B wiring from existing circuit and fixture. Connect receptacle and secure NM-B wiring to framing. Place receptacle and trim piece. Repower circuit and verify proper polarity and operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

NOTES: Ainsworth 26th St
Basement

	Subtotal	52,522.00
	Total	52,522.00
	Amount Paid	52,522.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Group B&G
 449 Court St
 Brooklyn NY 11231

Invoice # 113
Invoice Date 12/20/2021
Due Date 01/20/2022

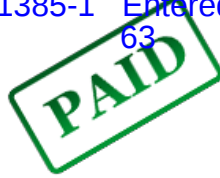
Item	Description	Unit Price	Quantity	Amount
Service	Drywall Cost Non-discounted retail pricing for: Paper faced 1/2" thick gypsum board. 4' x 8' sheets. Quantity includes typical waste overage, material for repair and local delivery.	1723.00	1.00	1,723.00
Service	Drywall Installation Labor, Basic Basic labor to install drywall with favorable site conditions. Layout, fabricate and fit drywall sheets. With up to 1 cutout per 100 SF. Secure to framing per manufacturer specifications. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	6382.00	1.00	6,382.00
Service	Remove Drywall Break drywall into sections and remove from framing. Remove drywall fasteners from framing. Dispose of material in responsible manner. Material cost includes dump fee.	1569.00	1.00	1,569.00
Service	Drywall Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	1250.00	1.00	1,250.00
Service	Acoustic Ceiling Removal Labor, Basic Basic labor to remove acoustic ceiling with favorable site conditions. For asbestos-free texture only. Apply softening agent / water. Scrape texture from surface. Dispose of scrapings. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	2385.00	1.00	2,385.00
Service	Interior Door Cost Non-discounted retail pricing for: 30" x 80" hollow core 6 panel slab interior door. Primed for paint. Quantity includes typical waste overage, material for repair and local delivery	338.00	4.00	1,352.00

Service	Interior Door Installation Labor, Basic Basic labor to install interior door with favorable site conditions. Measure, trim and plane door to fit existing door jamb. Mark and mortise hinge locations. Install hinges. Fabricate holes, mortises for door handle set and jamb strike plate. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1554.00	3.00	4,662.00
Service	Molding Cost Non-discounted retail pricing for: 1/2" x 2 1/4" Primed MDF casing. Paint ready. Quantity includes typical waste overage, material for repair and local delivery.	6659.00	1.00	6,659.00
Service	Trim Molding Installation Labor, Basic Basic labor to install trim molding with favorable site conditions. Measure, cut (1 miter and 1 coped end per section) molding and finish nail. Patch and smooth nail holes and if painting caulk edge gaps. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	23432.00	1.00	23,432.00
Service	Trim Molding Installation Job Supplies Cost of related materials and supplies typically required to install trim molding including: fasteners, connectors, surface preparation and finishing materials	2427.00	1.00	2,427.00
Service	Remove Molding Score perimeter of trim, where trim is bonded to adjacent surface(s). Pry trim away from surface without damaging adjacent surfaces, finishes or hardware. Remove trim millwork from premises.	13029.00	1.00	13,029.00
Service	Molding Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	1359.00	1.00	1,359.00

NOTES: Court St Tavern

Subtotal	66,229.00
Total	66,229.00
Amount Paid	66,229.00
Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Group B&G
 449 Court St
 Brooklyn NY 11231

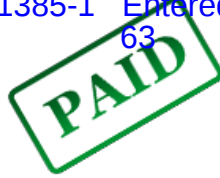
Invoice # 87
Invoice Date 12/22/2021
Due Date 01/25/2022

Item	Description	Unit Price	Quantity	Amount
Service	Ceramic Floor Tile Cost Non-discounted retail pricing for: Residential grade glazed ceramic tile 12" x 12". Moderate to heavy traffic. Quantity includes typical waste overage, material for repair and local delivery.	9858.00	1.00	9,858.00
Service	Ceramic Floor Tile Installation Labor, Basic Basic labor to install ceramic floor tile with favorable site conditions. Measure, fabricate and secure backer board. Layout tile pattern. Fabricate and install with thinset mortar. Grout and clean surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	67220.00	1.00	67,220.00
Service	Ceramic Floor Tile Installation Job Supplies Cost of related materials and supplies typically required to install ceramic floor tile including: fabrication and polishing disposables, manufacturer recommended underlayment, fasteners, adhesives and surface sealants.	4284.00	1.00	4,284.00
Service	Remove Flooring Detach from mounting surface(s). Break into haul able pieces. Remove from home and dispose of legally. Asbestos handling is extra.	7844.00	1.00	7,844.00
Service	Ceramic Floor Tile Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	1153.00	1.00	1,153.00

NOTES: Court St Tavern

Subtotal	90,359.00
Total	90,359.00
Amount Paid	90,359.00
Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



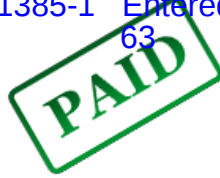
INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 115
Invoice Date 12/27/2021
Due Date 01/31/2022

Item	Description	Unit Price	Quantity	Amount
Service	Subfloor Repair Labor, Basic Basic labor to repair subfloor with favorable site conditions. Cut and remove damaged subfloor. Fabricate and install 2"x6" joist reinforcements and subfloor surface. 10 square feet minimum. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	92697.00	1.00	92,697.00
Service	Subfloor Repair Job Supplies Cost of related materials and supplies typically required to repair subfloor including: fasteners, connectors and dimensional lumber for openings.	31516.00	1.00	31,516.00
Service	Subfloor Repair Equipment Allowance Job related costs of specialty equipment used for job quality and efficiency, including: Pneumatic framing nailer, 12" miter saw and 3 1/4" electric planer. Daily rental. Consumables extra.	550.00	1.00	550.00
Service	Debris Removal	1250.00	1.00	1,250.00
NOTES: Ainsworth 26th St Basement				
			Subtotal	126,013.00
			Total	126,013.00
			Amount Paid	126,013.00
			Balance Due	\$0.00

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 License # 2036484-DCA



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Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 88
Invoice Date 01/10/2022
Due Date 02/10/2022

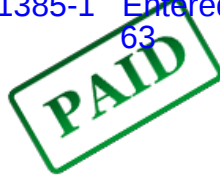
Item	Description	Unit Price	Quantity	Amount
Service	Icemaker Cost Non-discounted retail pricing for: Freezer mounted ice making unit with connections and fitting.	1300.00	1.00	1,300.00
Service	Icemaker Installation Labor, Basic Basic labor to install ice maker with favorable site conditions. Shut off water supply to existing branch. Add shutoff tee connector. Route water supply tubing from shutoff tee to back of appliance. Mount and secure unit. Connect water supply and verify leak free operation. Verify operation cycle. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	750.00	1.00	750.00
Service	Water Heater Cost Non-discounted retail pricing for: 40 gallon gas water heater. Tank type with 40,000 BTU rating. 9 yr warranty.	1500.00	1.00	1,500.00
Service	Hot Water Heater Replacement Labor, Basic Basic labor to replace hot water heater with favorable site conditions. Replace tank type gas water heater. Level and secure new unit. Connect to existing gas, water and vent lines and leak test. Connection kit included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1750.00	1.00	1,750.00
Service	Sink Drain Cost Non-discounted retail pricing for: 4 1/2" diameter fixed post drain with strainer. Stainless steel finish and safety rolled edge.	75.00	5.00	375.00
Service	Kitchen Sink Drain Replacement Labor, Basic Basic labor to replace kitchen sink drain with favorable site conditions. Disconnect and remove existing drain assembly. Fabricate and fit drain assembly to p trap and existing rough-in drain connection. Drain and leak test. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1354.00	1.00	1,354.00

Service	Toilet Cost Non-discounted retail pricing for: 2 piece, elongated toilet. Low volume, gravity flush. Floor mount. With soft close seat	350.00	3.00	1,050.00
Service	Toilet Replacement Labor, Basic Basic labor to replace toilet with favorable site conditions. Drain, remove and dispose of existing toilet. Fit new unit with new wax ring and new water supply connector. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1400.00	1.00	1,400.00
Service	Plumbing Leak Repair Labor, Basic Basic labor to repair plumbing leak with favorable site conditions. Locate leak. Replace leaking pipe, fitting or connection. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	250.00	10.00	2,500.00
Service	Dishwasher Cost Non-discounted retail pricing for: Under cabinet mounted dishwasher. 3 cycles. Front mounted controls. Requires 120V electrical and cold water connection at unit. 1 yr warranty.	1300.00	2.00	2,600.00
Service	Dishwasher Installation Labor, Basic Basic labor to install dishwasher with favorable site conditions. Connect to existing electrical, existing water supply and existing drain line. Level and secure unit. Verify operation cycle. Check and fix leaks. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	1650.00	1.00	1,650.00

NOTES: Winston's NYC

Subtotal	16,229.00
Total	16,229.00
Amount Paid	16,229.00
Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
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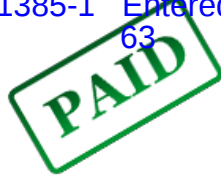
Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 0000062
Invoice Date 01/20/2022
Due Date 09/20/2022

Item	Description	Unit Price	Quantity	Amount
Service	Ceramic Floor Tile Cost Non-discounted retail pricing for: Residential grade glazed ceramic tile 12" x 12". Moderate to heavy traffic. Quantity includes typical waste overage, material for repair and local delivery.	12980.00	1.00	12,980.00
Service	Ceramic Floor Tile Installation Labor, Basic Basic labor to install ceramic floor tile with favorable site conditions. Measure, fabricate and secure backer board. Layout tile pattern. Fabricate and install with thinset mortar. Grout and clean surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	99549.00	1.00	99,549.00
Service	Ceramic Floor Tile Installation Job Supplies Cost of related materials and supplies typically required to install ceramic floor tile including: fabrication and polishing disposables, manufacturer recommended underlayment, fasteners, adhesives and surface sealants.	4873.00	1.00	4,873.00
Service	Remove Flooring Detach from mounting surface(s). Break into haul able pieces. Remove from home and dispose of legally. Asbestos handling is extra.	40424.00	1.00	40,424.00
Service	Remove Flooring Detach from mounting surface(s). Break into haul able pieces. Remove from home and dispose of legally. Asbestos handling is extra.	1250.00	1.00	1,250.00
NOTES: Ainsworth 26th St NYC Basement				

Subtotal	159,076.00
Total	159,076.00
Amount Paid	159,076.00
Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 0000041
Invoice Date 02/22/2022
Due Date 03/08/2022

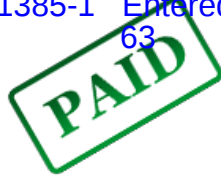
Item	Description	Unit Price	Quantity	Amount
Service	Membrane Roofing Installation Labor, Basic Basic labor to install membrane roofing system with favorable site conditions. Clear roof surface of debris. Set/remove protruding nails. Cut and layout material, apply recommended adhesive and roll. Seal edges and all roof penetrations. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. *** Front Garden ***	55000.00	1.00	55,000.00
Service	Membrane Roofing Installation Labor, Basic Basic labor to install membrane roofing system with favorable site conditions. Clear roof surface of debris. Set/remove protruding nails. Cut and layout material, apply recommended adhesive and roll. Seal edges and all roof penetrations. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. *** Rear Garden ***	25000.00	1.00	25,000.00
Service	Ceramic Floor Tile Installation Labor, Basic Basic labor to install ceramic floor tile with favorable site conditions. Measure, fabricate and secure backer board. Layout tile pattern. Fabricate and install with thinset mortar. Grout and clean surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. *** Downstairs basement ***	32000.00	1.00	32,000.00
Service	Wallpaper Hanging Labor, Basic Basic labor to hang wallpaper with favorable site conditions. Lightly clean surface. Apply, activate adhesive and apply to walls. Pattern match and press seams. Trim at edges. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. * Upstairs and Downstairs *	15000.00	1.00	15,000.00

Service	Granite Countertop Installation Labor, Basic Basic labor to install granite countertops with favorable site conditions. Template, layout and fabricate granite countertop with basic edge. Add 1 sink and faucet cutout. Install and secure countertop. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. * Upstairs bar & downstairs bar *	63 16000.00	1.00	16,000.00
Service	Air Handler Installation Labor, Basic Basic labor to install air handler with favorable site conditions. Add new air handling unit to existing, compatible split system. Secure mounting plate. Fabricate pass through. Connect air handler lines and mount air handler. Connect, insulate and enclose lines between condenser air handler - up to 20 ft. Charge condenser with up to 12 lbs of R410a refrigerant. Power unit. Verify proper cycling and temperature control. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	15000.00	1.00	15,000.00
Service	Ceiling Light Installation Labor, Basic Basic labor to install ceiling light fixture with favorable site conditions. Shut off power to circuit. Layout location and cut mounting hole. Add or modify NM-B wiring from existing switch or parallel fixture. Connect outlet and secure NM-B wiring to framing. Place fixture and trim piece. Power circuit and verify proper operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1000.00	10.00	10,000.00

NOTES: Rebel Cafe & Garden

	Subtotal	168,000.00
	Total	168,000.00
	Amount Paid	168,000.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
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Group B&G
 449 Court St
 Brooklyn NY 11231

Invoice # 0000040
Invoice Date 02/28/2022
Due Date 03/08/2022

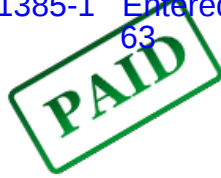
Item	Description	Unit Price	Quantity	Amount
Service	Hardwood Floor Refinishing Labor, Basic Basic labor to refinish hardwood floor with favorable site conditions. Prep up to 1 hr per 100 SF - remove debris, spot fill and patch level up to 2 defects per 100 SF. Remove finish layer by 2 pass machine sanding. Apply 2 coats polyurethane finish. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	3500.00	1.00	3,500.00
Service	Wood Floor Staining Labor, Basic Basic labor to stain wood flooring with favorable site conditions. Remove debris from new wood floor. Apply 2 coats stain. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	2500.00	1.00	2,500.00
Service	Tile Floor Installation Labor, Basic Basic labor to install tile floor with favorable site conditions. Measure, fabricate and secure backer board. Layout tile pattern. Fabricate and install with thinset mortar. Grout and clean surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	35000.00	1.00	35,000.00
Service	Interior Painting Labor, Basic Basic labor to paint with favorable site conditions. Prep up to 3 hr per 100 SF - clean, scrape, sand and patch up to 4 defects per 100 SF. Caulk gaps and spot prime. Roll / brush 2 coats of paint over lightly textured ceiling/walls. Paint up to 2 doors and door trim per room. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	11000.00	1.00	11,000.00

Service	Drain Line Installation Labor, Basic Basic labor to install drain line with favorable site conditions. Install connection fitting from wall/floor, primary drain connection fitting and up to 10m/30ft to primary drain line. Secure and leak test. Route in wall/underfloor only. Demolition, structural modifications and surface restoration are NOT included. Wall/floor surface restoration if needed is extra. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	10000.00	1.00	10,000.00
Service	Plumbing Relocation Labor, Basic Basic labor to move plumbing with favorable site conditions. Install coupling and up to 10m/30ft water line. Connect, route, secure and leak test rerouted line. Wall/floor surface restoration if needed is extra. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	8000.00	1.00	8,000.00

NOTES: Court Street Tavern

	Subtotal	70,000.00
	Total	70,000.00
	Amount Paid	70,000.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 101
Invoice Date 03/01/2022
Due Date 04/01/2022

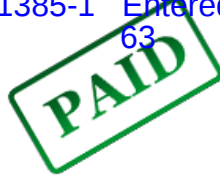
Item	Description	Unit Price	Quantity	Amount
Service	Electrical Outlet Cost Non-discounted retail pricing for: Duplex, 120V 20A weather resistant outlet in weatherproof electrical box and trim plate. NM conduit and wiring extra.	45.00	10.00	450.00
Service	Electrical Receptacle Installation Labor, Basic Basic labor to install electrical receptacle with favorable site conditions. Turn off power to circuit. Layout location and cut mounting hole. Mount remodeling style electrical box. Add or modify NM-B wiring from existing circuit and fixture. Connect receptacle and secure NM-B wiring to framing. Place receptacle and trim piece. Repower circuit and verify proper polarity and operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	2067.00	1.00	2,067.00
Service	dd AFCI Circuit Protection Shutoff power to circuit. Remove existing circuit breaker. Add new 15A or 20A Arc Fault Circuit Interrupt breaker. Repower and verify proper operation. For existing systems with compatible AFCI breaker option only.	1289.00	3.00	3,867.00
Service	Pendant Light Cost Non-discounted retail pricing for: 3-light with multipendant base fixture. Clear glass pendant shade. Chrome brass stainless steel finish options. Direct wire. 120V.	185.00	15.00	2,775.00
Service	Pendant Lighting Installation Labor, Basic Basic labor to install pendant lighting with favorable site conditions. Turn off power to circuit. Layout location and cut mounting hole. Add or modify wiring from existing switch or parallel fixture. Place fixture and trim piece. Power and test. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	3829.00	1.00	3,829.00
Service	Bathroom Fan Cost Non-discounted retail pricing for: Wall or ceiling mounted ventilation fan. 70 CFM, 6 sones operation. Connect to existing electrical and vent ducting	225.00	3.00	675.00

Service	Bathroom Fan Installation Labor, Basic Basic labor to install bathroom fan with favorable site conditions. Shut off power to circuit. Layout location and cut mounting hole. Add or branch circuit and switch wiring from existing circuit with sufficient power capacity. Place and secure fixture to framing. Connect electrical wiring to unit. Connect vent ducting to unit and route to suitable wall/roof vent. Power circuit and verify proper operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	2877.00	1.00	2,877.00
Service	Built-In Refrigerator Cost Non-discounted retail pricing for: 18.6 cubic foot refrigerator. Stainless steel door. 3 shelves and adjustable storage bins. 1 yr limited warranty.	7019.00	1.00	7,019.00
Service	Built-In Refrigerator Replacement Labor, Basic Basic labor to replace built-in refrigerator with favorable site conditions. Disconnect and remove existing refrigerator. Install mounting brackets. Connect and mount new refrigerator. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	2225.00	1.00	2,225.00

NOTES: Winston's
NYC
Upstairs

	Subtotal	25,784.00
	Total	25,784.00
	Amount Paid	25,784.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 0000061
Invoice Date 03/15/2022
Due Date 04/15/2022

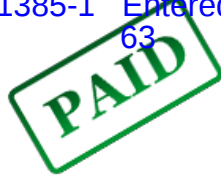
Item	Description	Unit Price	Quantity	Amount
Service	Interior Wall Removal Labor, Basic Basic labor to remove interior wall with favorable site conditions. Detach from adjacent surfaces. Break into haulable pieces. Remove from home and dispose of legally. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	3107.00	1.00	3,107.00
Service	Interior Wall Debris Disposal Costs to load and haul away old materials, installation waste and associated debris	2507.00	1.00	2,507.00
Service	Plumbing Relocation Labor, Basic Basic labor to move plumbing with favorable site conditions. Install coupling and up to 10m/30ft water line. Connect, route, secure and leak test rerouted line. Wall/floor surface restoration if needed is extra. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	7480.00	1.00	7,480.00
Service	Plumbing Relocation Job Supplies Cost of related materials and supplies typically required to move plumbing including: fittings, mounting hardware and connectors	1417.00	1.00	1,417.00
Service	Slate Flooring Cost Non-discounted retail pricing for: Contoured, textured stone tile 12" x 12". Natural surface. Quantity includes typical waste overage, material for repair and local delivery.	5608.00	1.00	5,608.00
Service	Slate Tile Flooring Installation Labor, Basic Basic labor to install slate tile flooring with favorable site conditions. Apply full mud base. Layout slate tile pattern. Fabricate and install. Grout and clean surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	16989.00	1.00	16,989.00

Service	Bathroom Floor Tile Cost 63 Non-discounted retail pricing for: Residential grade glazed ceramic tile 12" x 12". Moderate to heavy traffic. Quantity includes typical waste overage, material for repair and local delivery.	2500.00	1.00	2,500.00
Service	Bathroom Floor Tile Installation Labor, Basic Basic labor to install bathroom floor tile with favorable site conditions. Measure, fabricate and secure backer board. Layout tile pattern. Fabricate and install with thinset mortar. Grout and clean surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	2800.00	1.00	2,800.00

NOTES: Winston's
NYC

	Subtotal	42,408.00
	Total	42,408.00
	Amount Paid	42,408.00
	Balance Due	\$0.00

Dayne Property Management Group
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 Staten Island NY 10306
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Group B&G
 449 Court St
 Brooklyn NY 11231

Invoice # 122
Invoice Date 03/28/2022
Due Date 04/28/2022

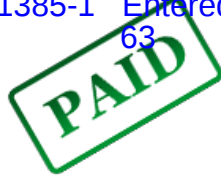
Item	Description	Unit Price	Quantity	Amount
Service	Exterior Trim Painting Cost Non-discounted retail pricing for: Exterior enamel paint. Latex based, paint and primer in one. Eggshell and semi-gloss finish options. For wood, vinyl, masonry, stucco, brick. Mildew resistant. 15 yr warranty. Quantity includes typical waste overage, material for repair and local delivery.	2747.00	1.00	2,747.00
Service	Exterior Trim Painting Labor, Basic Basic labor to paint exterior trim with favorable site conditions. Prep up to 1 hr per 100LF - remove loose paint, spot prime and caulk edges, gaps. Roll / brush 2 coats of paint. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	5774.00	1.00	5,774.00
Service	Floor Finishing Cost Non-discounted retail pricing for: Oil based, semi-transparent stain with integral sealer. Quantity includes typical waste overage, material for repair and local delivery.	2538.00	1.00	2,538.00
Service	Hardwood Floor Staining And Finishing Labor, Basic Basic labor to stain hardwood floors with favorable site conditions. Clean debris and dust from new, ready to finish wood surface. Apply up to 2 coats stain. Ready for clear coating. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	4881.00	1.00	4,881.00
Service	Water Line Re-Routing Labor, Basic Basic labor to move water line with favorable site conditions. Install coupling and up to 10m/30ft water line for single piping run. Connect, route, secure and leak test rerouted line. Route in wall/underfloor only. Demolition, structural modifications and surface restoration are NOT included. Wall/floor surface restoration if needed is extra. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	3765.00	1.00	3,765.00

Service	House Repiping Labor, Basic Basic labor to repipe house water supply lines with favorable site conditions. For typical 3 bath,1 water heater. Remove existing piping between utility meter and all fixtures. Fit, secure and test new piping, fixture shutoff valves. Pass permit inspections. Apply basic patch to any damaged wall/surface access points. Remove old piping and all related job debris. Concrete break out and repair specified separately. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	8717.00	1.00	8,717.00
Service	House Repiping Job Supplies Cost of related materials and supplies typically required to repipe house water supply lines including: fittings, mounting hardware and connectors.	1552.00	1.00	1,552.00
Service	Toilet Drain Pipe Installation Labor, Basic Basic labor to install toilet drain pipe with favorable site conditions. Install toilet flange at floor level, primary drain connection fitting and up to 10m/30ft of properly sloped drain line. Secure and leak test. Route in wall/underfloor only. Demolition, structural modifications and surface restoration are NOT included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1049.00	3.00	3,147.00

NOTES: Court St Tavern

	Subtotal	33,121.00
	Total	33,121.00
	Amount Paid	33,121.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
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INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 112
Invoice Date 04/01/2022
Due Date 04/30/2022

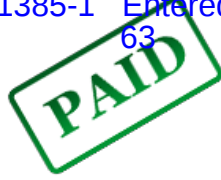
Item	Description	Unit Price	Quantity	Amount
Service	Brick Painting Cost Non-discounted retail pricing for: Exterior paint. Latex based, paint and primer in one. Flat, eggshell and semi-gloss finish options. For wood, vinyl, masonry, stucco, brick. Mildew resistant. 15 yr warranty. Quantity includes typical waste overage, material for repair and local delivery.	1999.00	1.00	1,999.00
Service	Brick Painting Labor, Basic Basic labor to paint brick with favorable site conditions. Prep up to 2 hr per 350SF - remove loose paint, spot prime and caulk edges, gaps. Roll / brush 2 coats of paint. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	8744.00	1.00	8,744.00
Service	Brick Painting Equipment Allowance Job related costs of specialty equipment used for job quality and efficiency, including: 115V, 10+ amp electric paint sprayer, 3000 psi. Daily rental. Consumables extra.	365.00	5.00	1,825.00
Service	Brick Painting Job Supplies Cost of related materials and supplies typically required to paint brick including: masking tape and paper, surface repair material, solvents and cleanup supplies	521.00	1.00	521.00
Service	Power Wash Surface Clear surface of solid debris. Apply cleaner with light scrubbing. Power wash and rinse surface.	1250.00	1.00	1,250.00
Service	Fence Power Washing Labor, Basic Basic labor to power wash fence with favorable site conditions. Clear surface of dirt and debris. Apply cleaner with light brushing. Power wash and power rinse 1 side of fence surface. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1500.00	1.00	1,500.00

Service	Fence Power Washing Job Supplies 63 Cost of related materials and supplies typically required to power wash fence including: basic cleaning solutions, tool and machine consumables and disposable cleaning materials.	638.00	1.00	638.00
Service	Front Door Refinishing Labor, Basic Basic labor to refinish front door with favorable site conditions. Remove existing finish. Repair minor defects. Apply new finish. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	1806.00	4.00	7,224.00
Service	Glass Repair Labor, Basic Basic labor to replace glass with favorable site conditions. For single pane. Remove broken glass, putty and existing glazing points. Install new glass pane and glazing points. Fill, level and smooth glazing compound. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	2408.00	1.00	2,408.00
Service	Glass Pane Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	550.00	1.00	550.00
Service	Window Repair Labor, Basic Basic labor to repair window with favorable site conditions. Replace glass in single lite, dual pane glass unit. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	2292.00	1.00	2,292.00
Service	Window Repair Job Supplies Cost of related materials and supplies typically required to repair window including: fasteners, shims, flashing, drip cap, perimeter foam insulation and exterior caulking.	717.00	1.00	717.00
Service	Window Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	550.00	1.00	550.00

NOTES: Rebel Cafe & Garden

	Subtotal	30,218.00
	Total	30,218.00
	Amount Paid	30,218.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 57
Invoice Date 04/14/2022
Due Date 05/15/2022

Item	Description	Unit Price	Quantity	Amount
Service	Ceiling Outlet Box Installation Labor, Basic Basic labor to install ceiling outlet box with favorable site conditions. Turn off power to circuit. Layout location and cut mounting hole. Mount remodeling style electrical box. Add or modify NM-B wiring from existing circuit. Secure NM-B wiring to framing. Connect receptacle. Power circuit and verify proper operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	6799.00	1.00	6,799.00
Service	Ceiling Outlet Box Installation Job Supplies Cost of related materials and supplies typically required to install ceiling outlet box including: connectors, fittings, junction boxes and fasteners.	1554.00	1.00	1,554.00
Service	Add AFCI Circuit Protection Shutoff power to circuit. Remove existing circuit breaker. Add new 15A or 20A Arc Fault Circuit Interrupt breaker. Repower and verify proper operation. For existing systems with compatible AFCI breaker option only	1933.00	3.00	5,799.00
Service	Electrical Service Panel Cost Non-discounted retail pricing for: 100A primary electrical load center. 20 slot BR type circuit breakers. UL and CSA rated. 10 yr warranty.	2900.00	1.00	2,900.00
Service	Electrical Service Panel Upgrade Labor, Basic Basic labor to upgrade electrical service panel with favorable site conditions. Unwire and dispose of existing panel. Fit and mount new panel. Wire and connect up to 20 circuits and breakers. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	6128.00	1.00	6,128.00
Service	Electrical Service Panel Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	1250.00	1.00	1,250.00

Service	Circuit Breaker Cost 63 Non-discounted retail pricing for: 125V 20A AFCI/GFCI circuit breaker. Residential. UL and CSA rated	1189.00	1.00	1,189.00
Service	Circuit Breaker Installation Labor, Basic Basic labor to install circuit breaker with favorable site conditions. Shut off power to panel. Connect circuit wiring to panel location for circuit breaker. Install, repower and verify proper operation of new circuit breaker. For existing panel with free circuits. Circuit wiring and any other modifications to service panel not included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	6105.00	1.00	6,105.00
Service	Wall Mounted Light Cost Non-discounted retail pricing for: 36" wide, 4 light bar style fixture with glass insert. Chrome brushed nickel brass finish options. 120 V.	10087.00	1.00	10,087.00
Service	Wall Mounted Lighting Installation Labor, Basic Basic labor to install wall mounted lighting with favorable site conditions. Turn off power to circuit. Layout and cut mounting hole. Add or modify wiring from existing switch or parallel fixture. Route and connect wiring to fixture. Place fixture and trim piece. Power and test. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	6081.00	1.00	6,081.00

NOTES: Winston's
NYC

	Subtotal	47,892.00
	Total	47,892.00
	Amount Paid	47,892.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

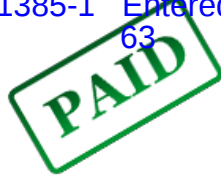
Invoice # 111
Invoice Date 04/19/2022
Due Date 05/24/2022

Item	Description	Unit Price	Quantity	Amount
Service	Granite Countertop Cost Non-discounted retail pricing for: Mid grade, 30mm thick solid stone countertop. Slab lengths to 110". Price assumes 80+% slab utilization. Quantity includes typical waste overage, material for repair and local delivery.	47389.00	1.00	47,389.00
Service	Granite Countertop Installation Labor, Basic Basic labor to install granite countertops with favorable site conditions. Template, layout and fabricate granite countertop with basic edge. Add 1 sink and faucet cutout. Install and secure countertop. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	10903.00	1.00	10,903.00
Service	Remove Existing Countertop Protect flooring, cabinetry and appliances in proximity to countertop sections to be removed. Detach countertop from adjacent and mounting surfaces. Break into haul able pieces. Remove from home and dispose of responsibly. Material cost includes dump fee.	2752.00	1.00	2,752.00
Service	Built-In Refrigerator Cost Non-discounted retail pricing for: 18.6 cubic foot refrigerator. Stainless steel door. 3 shelves and adjustable storage bins. 1 yr limited warranty.	7120.00	1.00	7,120.00
Service	Built-In Refrigerator Installation Labor, Basic Basic labor to install built-in refrigerator with favorable site conditions. Measure, place and secure mounting hardware. Connect appliance to existing utility connections behind appliance. Place, level and secure appliance to mounting hardware and verify operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	2250.00	1.00	2,250.00
Service	Costs to load and haul away old materials, installation waste and associated debris.	2250.00	1.00	2,250.00

NOTES: Ainsworth
26th St
Upstairs

	Subtotal	72,664.00
	Total	72,664.00
	Amount Paid	72,664.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



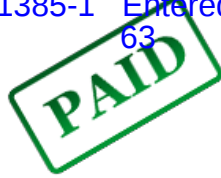
INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 76
Invoice Date 05/01/2022
Due Date 05/31/2022

Item	Description	Unit Price	Quantity	Amount
Service	Subfloor Framing Labor, Basic Basic labor to frame subfloor with favorable site conditions. Layout, fabricate and install conventional wood framed perimeter and pier foundation. Beams 4' spacing and 2"x8" joists spaced 16" on center. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup	25271.00	1.00	25,271.00
Service	Subfloor Framing Job Supplies Cost of related materials and supplies typically required to frame subfloor including: fasteners, connectors and dimensional lumber for openings.	7529.00	1.00	7,529.00
Service	Basement Floor Preparation Labor, Basic Basic labor to prepare basement flooring with favorable site conditions. Install and plane level 2"x2" sleepers 16" on center over vapor barrier. Glue and screw 1" tongue and groove subfloor to sleepers. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	16565.00	1.00	16,565.00
Service	Basement Floor Preparation Job Supplies Cost of related materials and supplies typically required to prepare basement flooring including: fasteners, connectors and dimensional lumber for openings.	3157.00	1.00	3,157.00
Service	Debris Removal	1250.00	1.00	1,250.00
NOTES: Winston's NYC Basement				
Subtotal				53,772.00
Total				53,772.00
Amount Paid				53,772.00
Balance Due				\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 0000063
Invoice Date 08/22/2022
Due Date 08/22/2022

Item	Description	Unit Price	Quantity	Amount
Service	Split Ac Unit Cost Non-discounted retail pricing for: 2 Ton 16 SEER mini-split heat pump system. 9,000 BTU indoor air handler with remote control. Requires 240V 25A. 10 yr limited warranty.	3468.00	4.00	13,872.00
Service	plit System Air Conditioner Installation Labor, Basic Basic labor to install split system air conditioner with favorable site conditions. Install new 240V 20A circuit. Mount and secure condenser to new pad. Fabricate pass through. Connect air handlers and mount unit. Connect, insulate and enclose lines between condenser air handler. Connect control panel and power source. Charge condenser with up to 12 lbs of R410a refrigerant. Verify proper operation. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	11001.00	1.00	11,001.00
Service	Hvac Ductwork Cost Non-discounted retail pricing for: 8 in dia flexible duct, fittings and register. Polyester duct shell with R8 insulation. 1 yr limited warranty. Quantity includes typical waste overage, material for repair and local delivery.	1824.00	1.00	1,824.00
Service	Hvac Ductwork Installation Labor, Basic Basic labor to install ductwork with favorable site conditions. Install 10" diameter metal ducting, with 1 damper and 1 register per 20 ft. Assemble, secure, support and connect duct sections. Air seal and tape joints. Boots, registers and other fittings are not included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	6779.00	1.00	6,779.00
Service	Heat Pump Cost Non-discounted retail pricing for: 2.5 Ton 14 SEER heat pump system. For horizontal, up flow, down flow and vertical installation. Requires 240V 25A electrical connection required at unit. 10 yr limited warranty.	4692.00	1.00	4,692.00

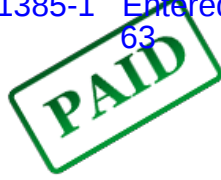
Service	Heat Pump Installation Labor, Basic	1989.00	1.00	1,989.00
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Basic labor to install heat pump with favorable site conditions. Install dedicated 240V 20A circuit. Mount and secure condenser to new pad. Install heat exchanger in existing plenum. Connect, insulate lines between condenser and heat exchanger. Connect existing thermostat. Charge condenser with up to 12 lbs of R410a refrigerant. Power unit. Verify proper cycling and temperature control. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

NOTES: Winston's
NYC
Basement

	Subtotal	40,157.00
	Total	40,157.00
	Amount Paid	40,157.00
	Balance Due	\$0.00

Dayne Property Management Group
 44 Center Pl
 Staten Island NY 10306
 License # 2036484-DCA



INVOICE

Bushwick Beer Garden
 2 Knickerbocker Ave
 Brooklyn NY 11237

Invoice # 0000064
Invoice Date 08/22/2022
Due Date 08/22/2022

Item	Description	Unit Price	Quantity	Amount
Service	Membrane Roofing System Cost Non-discounted retail pricing for: Structurally reinforced membrane. For fully adhered or mechanically attached. 30 yr warranty. UV resistance and 100 mph wind rating. Quantity includes typical waste overage, material for repair and local delivery	13500.00	1.00	13,500.00
Service	Membrane Roofing Installation Labor, Basic Basic labor to install membrane roofing system with favorable site conditions. Clear roof surface of debris. Set/remove protruding nails. Cut and layout material, apply recommended adhesive and roll. Seal edges and all roof penetrations. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	18547.00	1.00	18,547.00
Service	Membrane Roofing Installation Job Supplies Cost of related materials and supplies typically required to install membrane roofing system including: fasteners, underlayment, drip edges, sealant and basic flashing.	1258.00	1.00	1,258.00
Service	Membrane Roofing Installation Equipment Allowance Job related costs of specialty equipment used for job quality and efficiency, including: Roof jacks, pneumatic roofing nailer, shingle cutting tools. Daily rental. Consumables extra.	365.00	10.00	3,650.00
Service	Membrane Roofing System Debris Disposal Costs to load and haul away old materials, installation waste and associated debris.	3500.00	1.00	3,500.00
Service	Install Green plastic grass around the whole building, outside lounge in the front and rear	8500.00	1.00	8,500.00
Service	Install three Outdoor lighting fixtures (signs)	6500.00	1.00	6,500.00
NOTES: Rebel Cafe & Garden Back outside lounge				

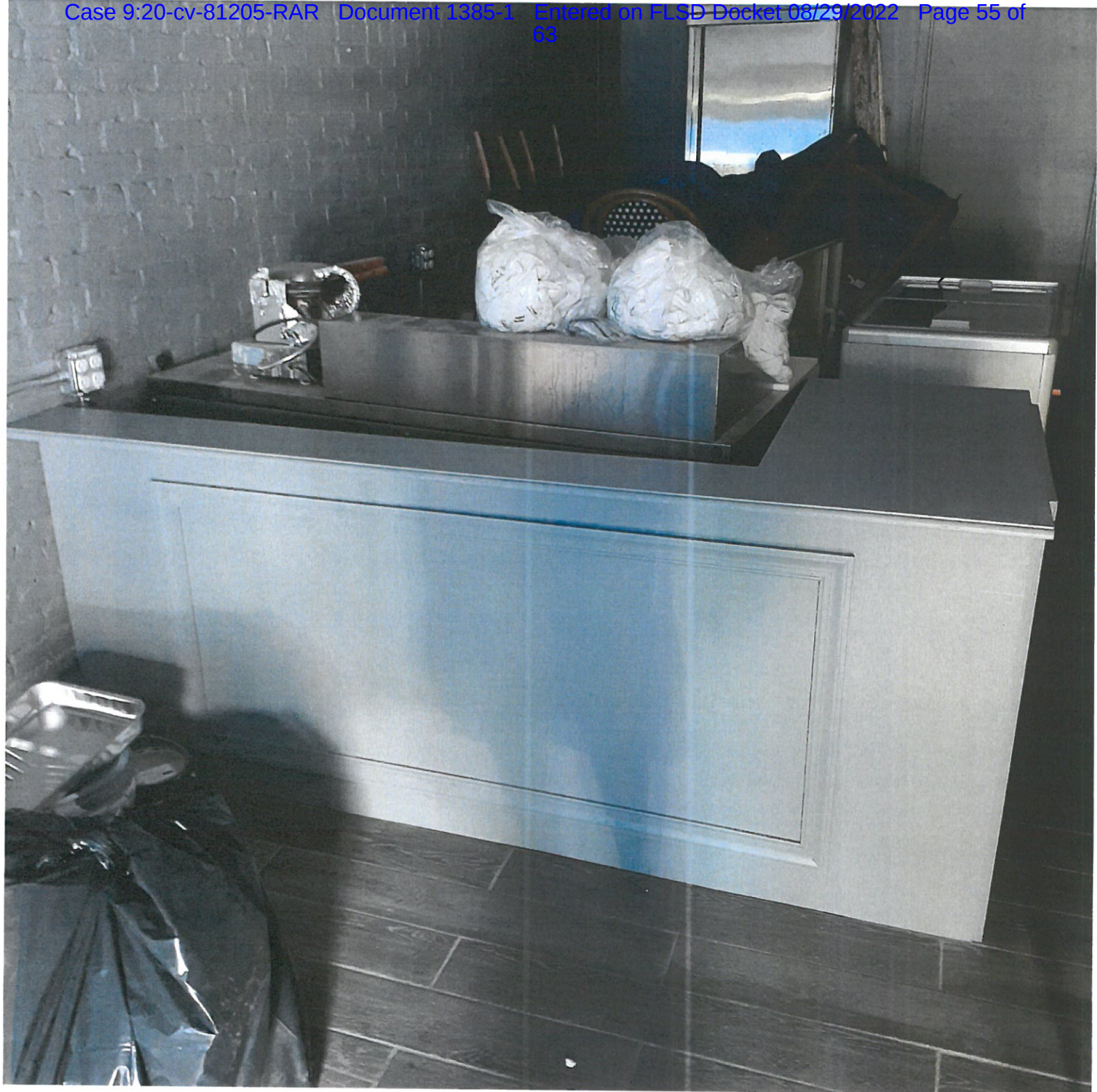
Subtotal	55,455.00
Total	55,455.00
Amount Paid	55,455.00
Balance Due	\$0.00

EXHIBIT C

Court Street Tavern





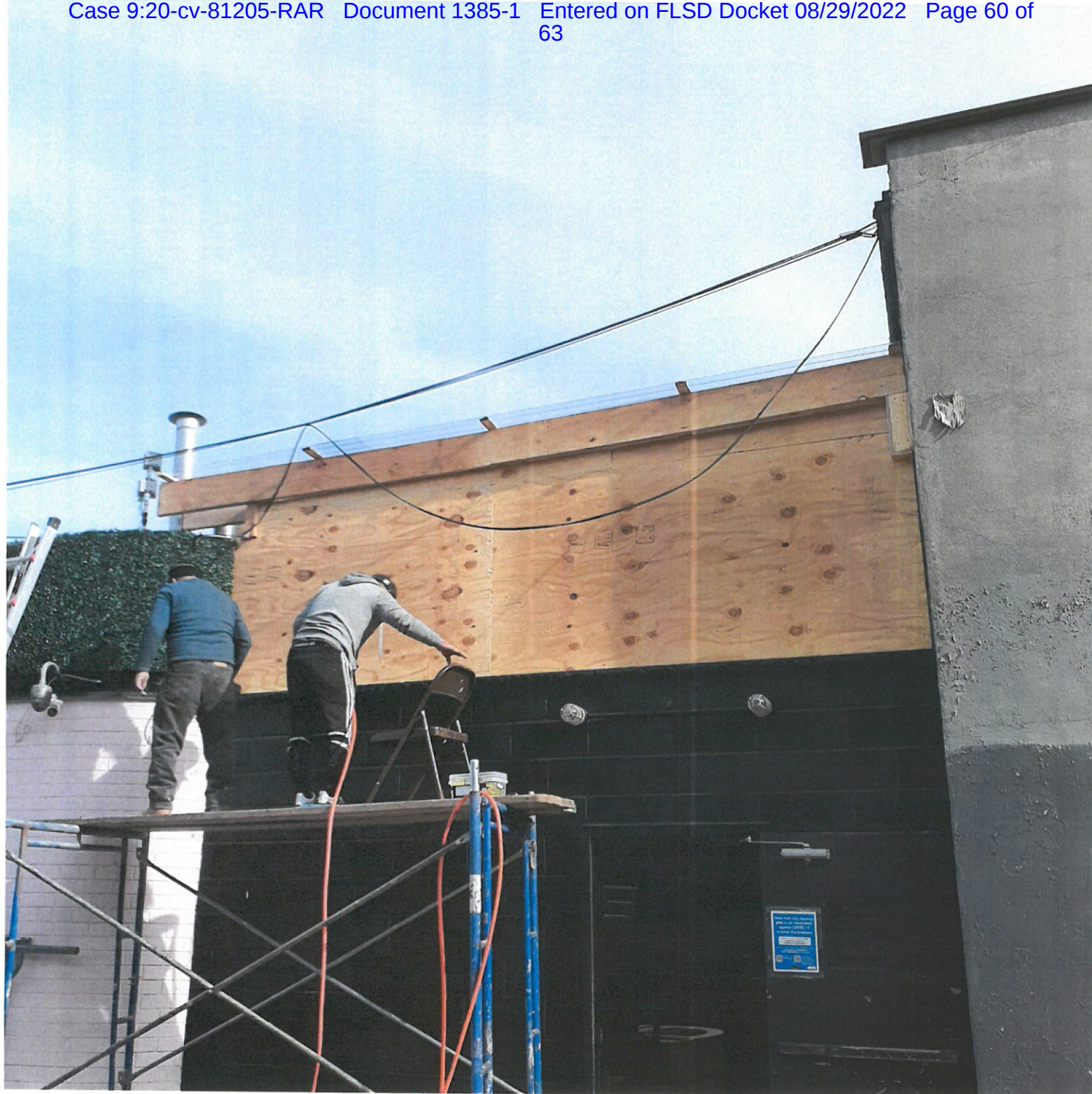


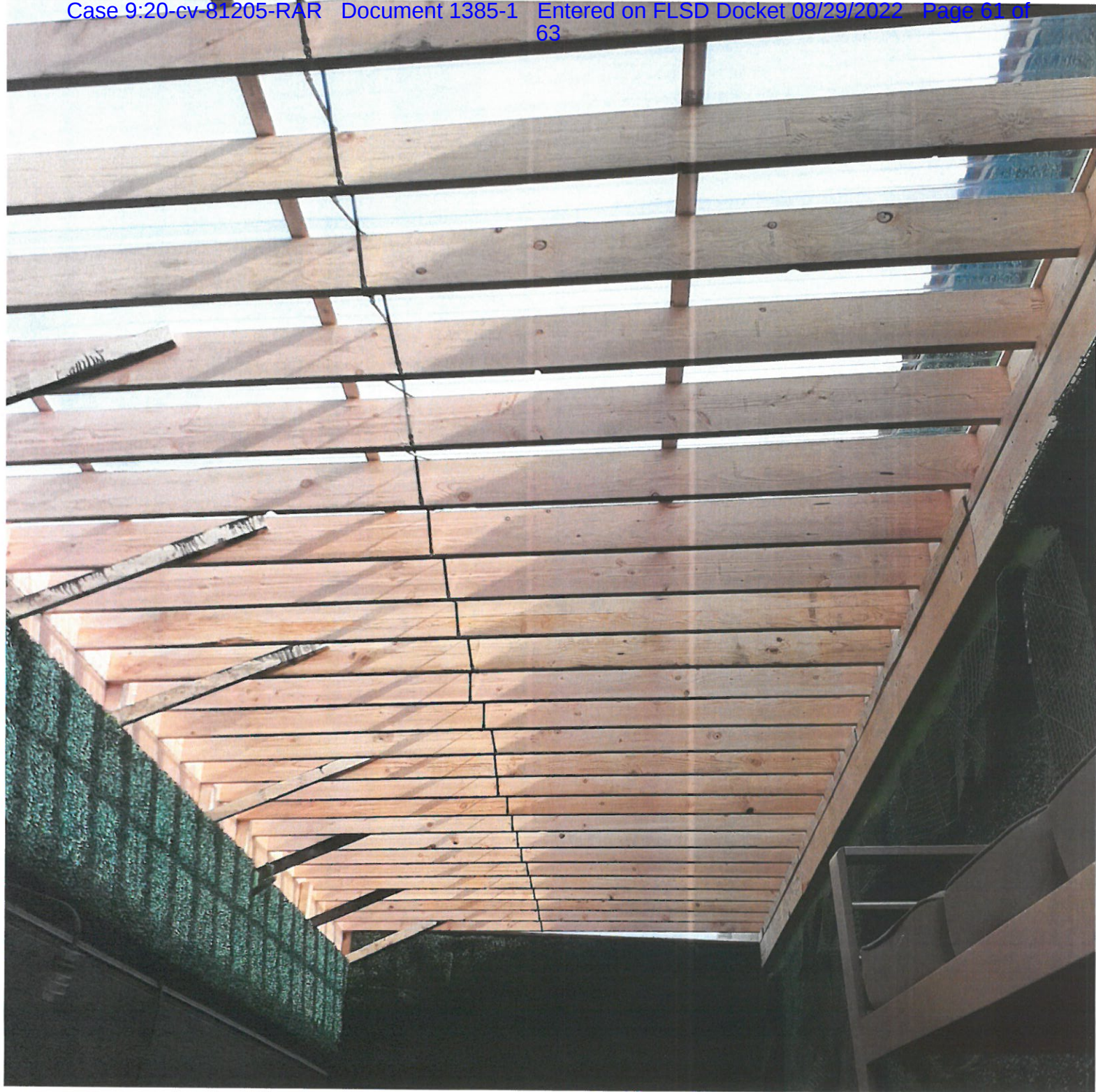




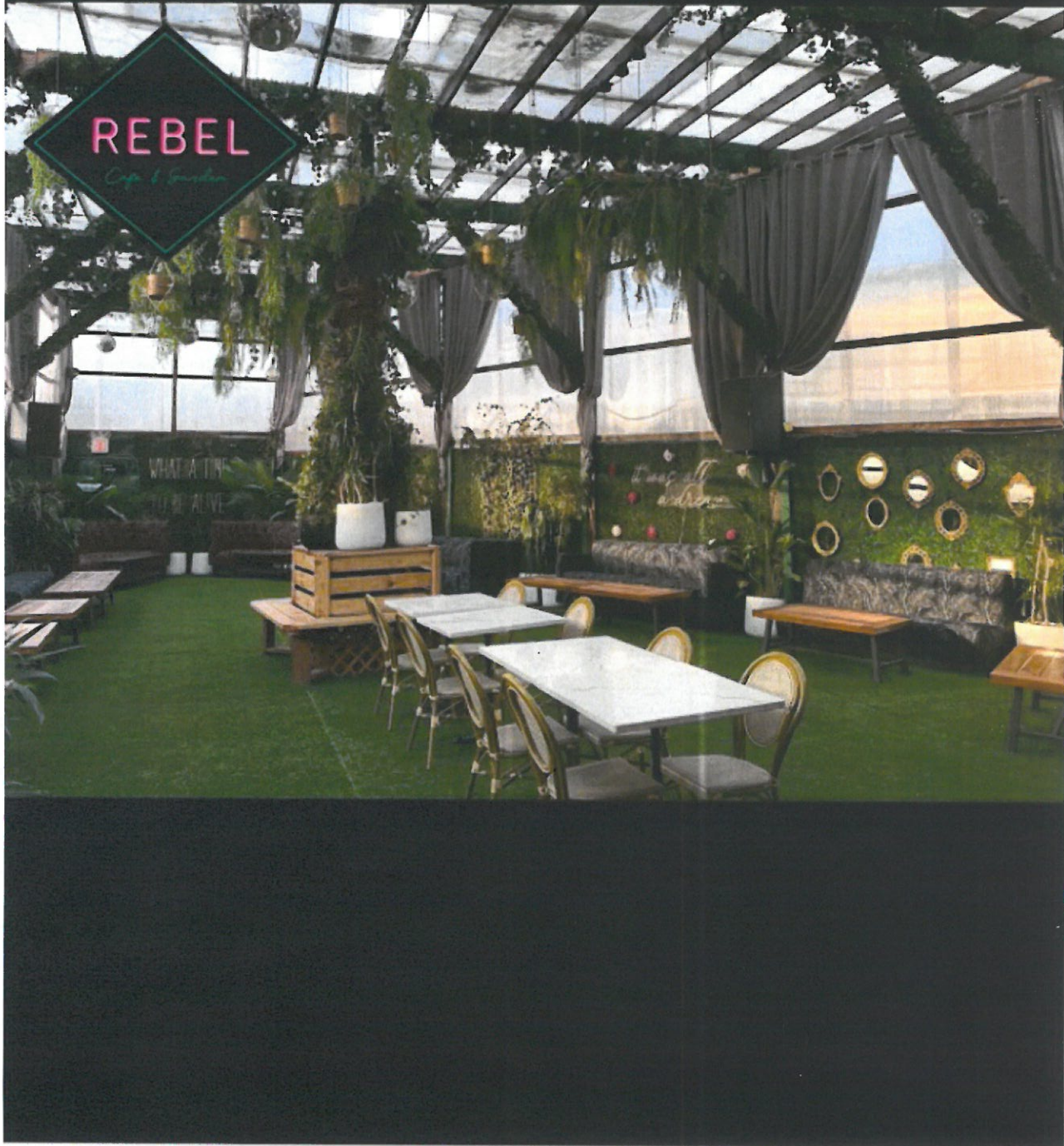


REBEL CAFE









UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 9:20-cv-81205-RAR

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants.

DECLARATION OF FRANCIS SCARPATI

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

1. My name is Francis Scarpati. I am over twenty-one (21) years of age and have personal knowledge of the matters set forth herein.

2. Since the receivership began, I have had no business relationship with Joseph LaForte or Lisa McElhone.

3. I formed my businesses, Financial Mutual, d/b/a Main Line Funding on my own after the Receivership started. F and N Consulting, has been open since February 2018. My businesses generate leads, sells deals as an ISO to all different lenders in the MCA space (submit deals with lenders; if deals close, Main Line Funding would receive the commission), as well as fund my own deals and I receive my own commissions on my own deals. Main Line has also funded some merchant cash advances directly.

4. Platinum Rapid is one of the lenders my companies have worked with. Platinum Rapid also did some collections work for my companies at one point when we did not have ACH capabilities.

5. The invoices attached to this Declaration as Exhibit A reflect fees Main Line earned for providing leads to Bene Market. The collection of these fees had nothing to do with Par and was not "diverted" from Par. These fees were not paid to or for the benefit of Joseph LaForte or Lisa McElhone. Joseph LaForte and Lisa McElhone were not involved in and did not know anything about Main Line's collection of these fees, to my knowledge.

6. I am a close friend of James LaForte and agreed to loan him \$3 Million through my company, Financial Mutual, to help his family with their legal fees and other needs. A copy of my loan agreement with James LaForte is attached as Exhibit B. The funds I loaned to James LaForte were not paid out on a lump sum basis, they were paid out on an as-needed basis to James LaForte or at his direction.

7. Joseph LaForte and Lisa McElhone had nothing to do with my businesses, and did not direct the operations of my businesses in any way.

8. When I set up my businesses (other than F and N Consulting), Mr. LaForte was in jail, and I never spoke to Mrs. McElhone about business dealings.

9. Neither Joseph LaForte nor Lisa McElhone ever interfered with my businesses. They did not give me any instructions regarding my businesses or otherwise attempt to orchestrate my business dealings.

10. I did not empty and close my account at Bank of America, as the Receiver stated. Bank of America chose to close my account after it was subpoenaed by the Receiver.

11. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 8-25-22



Francis Scarpati

EXHIBIT A

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 1-15-2021

TO: BENE MARKET

Account #
15266984

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1500	\$50.00	\$75,000.00
WARM LEADS	WARM	600	\$25.00	\$15,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$100,000.00
TOTAL DUE				\$100,000.00

Payment by ACH: Financial Mutual
 Mutual MAINLINE Leads, Inc.
 ABA: 1214685895656358

Payment by Wire:
 Name: MAINLINE Leads, Inc. ABA:
 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 1-22-2021

TO: BENE MARKET

Account #
152652871

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	500	\$50.00	\$25,000.00
WARM LEADS	WARM	1,000	\$25.00	\$25,000.00
AGED LEADS	AGED LEADS	900	\$10.00	\$9,000.00
SUBTOTAL				\$59,000.00
TOTAL DUE				\$59,000.00

Payment by ACH: Financial Mutual
 ABA: 1214685895656358 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc. ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 1-22-2021

TO: BENE MARKET

Account #
15265287

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	100	\$10.00	\$1,000.00
SUBTOTAL				\$41,000.00
TOTAL DUE				\$41,000.00

Payment by ACH: Financial Mutual
 ABA: 1214685895656358 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc. ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-1-2021

TO: BENE MARKET

Account #
15263584

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	500	\$50.00	\$25,000.00
WARM LEADS	WARM	1,000	\$25.00	\$25,000.00
AGED LEADS	AGED LEADS	100	\$10.00	\$1,000.00
SUBTOTAL				\$51,000.00
TOTAL DUE				\$51,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-3-2021

TO: BENE MARKET

Account #
15267258

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	900	\$10.00	\$9,000.00
SUBTOTAL				\$49,000.00
TOTAL DUE				\$49,000.00

Payment by ACH: MAINLINE Leads, Inc. ABA: 1214685895656358 A/C: 142589719671708 Payment by Wire: Name: MAINLINE Leads, Inc. ABA: 0260-0959-3 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-5-2021

TO: BENE MARKET

Account #
15264598

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1,000	\$50.00	\$50,000.00
WARM LEADS	WARM	1,600	\$25.00	\$40,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$100,000.00
TOTAL DUE				\$100,000.00

Payment by ACH: MAINLINE Leads, Inc. ABA: 1214685895656358 A/C: 142589719671708 Payment by Wire: Name: MAINLINE Leads, Inc. ABA: 0260-0959-3 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-16-2021

TO: BENE MARKET

Account #
15261584

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1,000	\$50.00	\$50,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	500	\$10.00	\$5,000.00
SUBTOTAL				\$75,000.00
TOTAL DUE				\$75,000.00

Payment by ACH:
MAINLINE Leads, Inc.
ABA: 1214685895656358
A/C: 142589719671708

Payment by Wire:
Name: MAINLINE Leads, Inc.
ABA: 0260-0959-3
A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-17-2021

TO: BENE MARKET

Account #
15264477

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1,000	\$50.00	\$50,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	500	\$10.00	\$5,000.00
SUBTOTAL				\$75,000.00
TOTAL DUE				\$75,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-18-2021

TO: BENE MARKET

Account #
15262189

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1,500	\$50.00	\$75,000.00
WARM LEADS	WARM	600	\$25.00	\$15,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$100,000.00
TOTAL DUE				\$100,000.00

Payment by ACH: MAINLINE Leads, Inc. ABA: 1214685895656358 A/C: 142589719671708 Payment by Wire: Name: MAINLINE Leads, Inc. ABA: 0260-0959-3 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 2-26-2021

TO: BENE MARKET

Account #
15262559

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1,500	\$50.00	\$75,000.00
WARM LEADS	WARM	600	\$25.00	\$15,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$100,000.00
TOTAL DUE				\$100,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 3-8-2021

TO: BENE MARKET

Account #
15265559

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$50,000.00
TOTAL DUE				\$50,000.00

Payment by ACH:
MAINLINE Leads, Inc.
ABA: 1214685895656358
A/C: 142589719671708

Payment by Wire:
Name: MAINLINE Leads, Inc.
ABA: 0260-0959-3
A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 3-19-2021

TO: BENE MARKET

Account #
15262146

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	1,500	\$50.00	\$75,000.00
WARM LEADS	WARM	600	\$25.00	\$15,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$100,000.00
TOTAL DUE				\$100,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 3-25--2021

TO: BENE MARKET

Account #
15268714

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$50,000.00
TOTAL DUE				\$50,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 3-29-2021

TO: BENE MARKET

Account #
15261114

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$50,000.00
TOTAL DUE				\$50,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 3-30-2021

TO: BENE MARKET

Account #
15266664

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$50,000.00
TOTAL DUE				\$50,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 4-5-2021

TO: BENE MARKET

Account #
15265489

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$50,000.00
TOTAL DUE				\$50,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 5-3-2021

TO: BENE MARKET

Account #
15262573

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME WARM LEADS	ON-TIME WARM	2,000	\$50.00	\$100,000.00
AGED LEADS	AGED LEADS	1,600	\$25.00	\$40,000.00
		950	\$10.00	\$9,500.00
SUBTOTAL				\$149,500.00
TOTAL DUE				\$149,500.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 5-3-2021

TO: BENE MARKET

Account #
15268543

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	2,000	\$50.00	\$100,000.00
WARM LEADS	WARM	4,000	\$25.00	\$100,000.00
AGED LEADS	AGED LEADS	50	\$10.00	\$500.00
SUBTOTAL				\$200,500.00
TOTAL DUE				\$200,500.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

INVOICE

MAINLINE LEADS

1 WEST MAIN STREET

FREEHOLD NJ, 07728

DATE: 5-18-2021

TO: BENE MARKET

Account #
15265433

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
ON-TIME	ON-TIME	400	\$50.00	\$20,000.00
WARM LEADS	WARM	800	\$25.00	\$20,000.00
AGED LEADS	AGED LEADS	1,000	\$10.00	\$10,000.00
SUBTOTAL				\$50,000.00
TOTAL DUE				\$50,000.00

Payment by ACH:
 MAINLINE Leads, Inc.
 ABA: 1214685895656358
 A/C: 142589719671708

Payment by Wire:
 Name: MAINLINE Leads, Inc.
 ABA: 0260-0959-3
 A/C: 1453206308

EXHIBIT B

LOAN AGREEMENT

Borrower Name: James Laforte

Borrower Address: 50 West street NY, NY 10006

Lender Name: Financial Mutual

Lender Address: 1 West Main street Freehold NJ 07726

Loan Amount: \$3,000,000.00

Date: 08/01/2020

PAYMENT. This agreement, (the "Note"), shall be due and payable, including the principal and any accrued interest, by (check one):

- Regular payments of undetermined beginning on 02/01/2023 and to continue every month until the balance is paid, ending on 02/01/2025. All payments made by the Borrower are to be applied first to any accrued interest, and secondly to the principal balance.

- Other: See attached Schedule A.

INTEREST. The Note shall bear interest at a rate of 3.0% compounded annually. The rate must be equal to or less than the usury rate in the State of the Borrower.

PREPAYMENT. The Borrower has the right to pay back the loan in-full or make additional payments at any time without penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Lender shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Lender.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by the Lender under this Note:

- a) Borrower's failure to pay any part of the principal or interest as and when due under this Note; or
- b) Borrower's becoming insolvent or not paying its debts as they become due.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Lender's may have, Lender shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

SUBORDINATION. The Borrower's obligations under this Promissory Note are subordinated to all indebtedness, if any, of the Borrower, to any unrelated third-party lender to the extent such indebtedness is outstanding on the date of this Note and such subordination is required under the loan documents providing for such indebtedness.

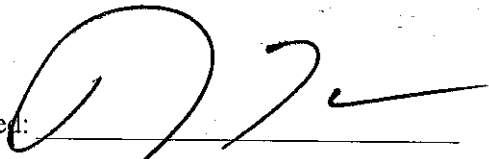
WAIVERS BY BORROWER. All parties to this Note including the Borrower and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Borrower agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to the maximum usury rate in the State of New York, of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

SUCCESSORS. All of the foregoing is the promise of Borrower and shall bind Borrower and Borrower's successors, heirs and assigns; provided, however, that Lender may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

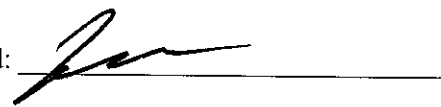
IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Borrower: [James Laforte]

Signed: 

Printed Name: James Laforte

Lender: [Financial Mutual]

Signed: 

Printed Name: Francis Scarpato

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

07/01/2020
07/31/2020
Redacted

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RELATIONSHIP BUSINESS CHECKING	Redacted	Download: QIF CSV
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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
06/30	Balance Forward			\$1,105,614.74
07/01	Xfer from CHK 3760 to CHK 3794		\$60,554.91	\$1,166,169.65
07/01	Fedwire	\$82,725.00-		\$1,083,444.65
07/01	Wire Transaction Fee	\$23.00-		\$1,083,421.65
07/02	Contract Financi CCD	\$100,000.00-		\$983,421.65
07/02	Xfer from CHK 3760 to CHK 3794		\$71,564.79	\$1,054,986.44
07/02	Fedwire	\$11,965.00-		\$1,043,021.44
07/02	Wire Transaction Fee	\$23.00-		\$1,042,998.44
07/02	Wire Transaction Fee	\$23.00-		\$1,042,975.44
07/02	Fedwire		\$11,965.00	\$1,054,940.44
07/03	Contract Financi CCD	\$60,000.00-		\$994,940.44
07/03	Xfer from CHK 3760 to CHK 3794		\$52,564.79	\$1,047,505.23
07/03	Fedwire	\$19,965.00-		\$1,027,540.23
07/03	Wire Transaction Fee	\$23.00-		\$1,027,517.23
07/03	Fedwire	\$9,965.00-		\$1,017,552.23
07/03	Wire Transaction Fee	\$23.00-		\$1,017,529.23
07/06	Xfer from CHK 3760 to CHK 3794		\$57,802.03	\$1,075,331.26
07/07	Xfer from CHK 3760 to CHK 3794		\$51,086.40	\$1,126,417.66
07/08	Contract Financi CCD	\$300,000.00-		\$826,417.66
07/08	Xfer from CHK 3760 to CHK 3794		\$97,479.54	\$923,897.20
07/08	Fedwire	\$84,405.00-		\$839,492.20
07/08	Wire Transaction Fee	\$23.00-		\$839,469.20
07/08	Fedwire	\$8,730.00-		\$830,739.20
07/08	Wire Transaction Fee	\$23.00-		\$830,716.20
07/10	Xfer from CHK 3760 to CHK 3794		\$149,803.30	\$980,519.50
07/10	Fedwire	\$25,522.60-		\$954,996.90
07/10	Wire Transaction Fee	\$23.00-		\$954,973.90
07/13	Contract Financi CCD	\$500,000.00-		\$454,973.90
07/13	Xfer from CHK 3760 to CHK 3794		\$73,012.94	\$527,986.84
07/13	Fedwire	\$8,747.72-		\$519,239.12
07/13	Wire Transaction Fee	\$23.00-		\$519,216.12
07/13	Fedwire	\$156,750.00-		\$362,466.12
07/13	Wire Transaction Fee	\$23.00-		\$362,443.12
07/14	Xfer from CHK 3760 to CHK 3794		\$81,586.80	\$444,029.92
07/14	Fedwire	\$38,000.00-		\$406,029.92
07/14	Wire Transaction Fee	\$23.00-		\$406,006.92
07/15	Xfer from CHK 3760 to CHK 3794		\$90,879.18	\$496,886.10
07/16	Xfer from CHK 3760 to CHK 3794		\$95,062.82	\$591,948.92
07/16	Fedwire	\$9,500.00-		\$582,448.92
07/16	Wire Transaction Fee	\$23.00-		\$582,425.92
07/16	Fedwire	\$270,015.79-		\$312,410.13
07/16	Wire Transaction Fee	\$23.00-		\$312,387.13
07/16	OMAD: 20200716C6B7201F00013407161 551FT03 ORIG PARTY ID: 987014750 O ORIG PARTY NAME: FEDERAL RESER VE BANK REF FOR BEN: SENDER AB A: 067014822 SENDER BANK: TD BANK OBI: REV YOUR PD REF 326175 BB I TAG: (6500) BBI TEXT: UTA NAME & ACCT DOES NOT MATCH CTRY CD:		\$9,460.00	\$321,847.13
07/16	Wire Transaction Fee	\$12.00-		\$321,835.13
07/17	Contract Financi CCD	\$100,000.00-		\$221,835.13
07/17	Xfer from CHK 3760 to CHK 3794		\$91,442.04	\$313,277.17
07/17	Fedwire	\$23,750.00-		\$289,527.17
07/17	Wire Transaction Fee	\$23.00-		\$289,504.17
07/20	Contract Financi CCD	\$100,000.00-		\$189,504.17
07/20	Xfer from CHK 3760 to CHK 3794		\$90,846.61	\$280,350.78
07/21	Contract Financi CCD	\$100,000.00-		\$180,350.78
07/21	Xfer from CHK 3760 to CHK 3794		\$85,988.22	\$266,339.00
07/21	Fedwire	\$19,700.00-		\$246,639.00
07/21	Wire Transaction Fee	\$23.00-		\$246,616.00
07/22	Xfer from CHK 3760 to CHK 3794		\$103,305.32	\$349,921.32

07/22	Fedwire		\$24,625.00-	\$325,296.32
07/22	Wire Transaction Fee		\$23.00-	\$325,273.32
07/22	Fedwire		\$4,750.00-	\$320,523.32
07/22	Wire Transaction Fee		\$23.00-	\$320,500.32
07/22	Fedwire		\$147,000.00-	\$173,500.32
07/22	Wire Transaction Fee		\$23.00-	\$173,477.32
07/22	Fedwire		\$35,342.50-	\$138,134.82
07/22	Wire Transaction Fee		\$23.00-	\$138,111.82
07/23	Xfer from CHK 3760 to CHK 3794		\$107,342.46	\$245,454.28
07/23	Fedwire		\$7,125.00-	\$238,329.28
07/23	Wire Transaction Fee		\$23.00-	\$238,306.28
07/23	Fedwire		\$19,000.00-	\$219,306.28
07/23	Wire Transaction Fee		\$23.00-	\$219,283.28
07/23	Fedwire		\$7,003.75-	\$212,279.53
07/23	Wire Transaction Fee		\$23.00-	\$212,256.53
07/24	Xfer from CHK 3760 to CHK 3794		\$1,101,860.22	\$1,314,116.75
07/24	Fedwire		\$100,000.00-	\$1,214,116.75
07/24	Wire Transaction Fee		\$23.00-	\$1,214,093.75
07/27	Contract Financi CCD		\$300,000.00-	\$914,093.75
07/27	Fedwire		\$7,600.00-	\$906,493.75
07/27	Wire Transaction Fee		\$23.00-	\$906,470.75
07/28	Contract Financi CCD		\$300,000.00-	\$606,470.75
07/28	EAGLE SIX CFS072720		\$10,833.34-	\$595,637.41
07/28	Xfer from CHK 3760 to CHK 3794		\$192,345.05	\$787,982.46
07/28	Fedwire		\$155,259.90-	\$632,722.56
07/28	Wire Transaction Fee		\$23.00-	\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 06/30/2020

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$1,105,614.74	\$2,675,952.42	\$0.00	\$3,148,867.60	\$0.00	\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

08/01/2020
08/31/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
07/31	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 07/31/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$632,699.56		\$0.00		\$0.00		\$0.00		\$0.00		\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

09/01/2020
09/30/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
08/31	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 08/31/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$632,699.56		\$0.00		\$0.00		\$0.00		\$0.00		\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

10/01/2020
10/31/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
09/30	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 09/30/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$632,699.56		\$0.00		\$0.00		\$0.00		\$0.00		\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

11/01/2020
11/30/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
10/31	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date:	10/31/2020					Ending
	Beginning	Deposits +	Interest	Withdrawals -	Service	Balance
	Balance +		Paid -		Charge =	
	\$632,699.56	\$0.00	\$0.00	\$0.00	\$0.00	\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

12/01/2020
12/31/2020
Redacted

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RELATIONSHIP BUSINESS CHECKING

Redacted

All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
11/30	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 11/30/2020

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$632,699.56	\$0.00	\$0.00	\$0.00	\$0.00	\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date: 01/01/2021
Statement End Date: 01/30/2021
Account Number: Redacted

[Save as PDF](#)

RELATIONSHIP BUSINESS CHECKING

Redacted

All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
12/31	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 12/31/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$632,699.56		\$0.00		\$0.00		\$0.00		\$0.00		\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

01/31/2021
02/27/2021
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
01/30	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 01/30/2021

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$632,699.56	\$0.00	\$0.00	\$0.00	\$0.00	\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

02/28/2021
03/31/2021
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
02/27	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 02/27/2021

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$632,699.56	\$0.00	\$0.00	\$0.00	\$0.00	\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
PAYROLL ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

04/01/2021
04/30/2021
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
03/31	Balance Forward			\$632,699.56

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 03/31/2021

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$632,699.56	\$0.00	\$0.00	\$0.00	\$0.00	\$632,699.56

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$632,699.56	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

07/01/2020
07/31/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
06/30	Balance Forward			\$20,846.94
07/01	Contract F CR Offset		\$45,678.46	\$66,525.40
07/01	Actum Payout ActumPayot		\$15,876.45	\$82,401.85
07/01	Contract F RTN ITEM	\$542.67-		\$81,859.18
07/01	Xfer from CHK 3760 to CHK 3794	\$60,554.91-		\$21,304.27
07/02	Contract F CR Offset		\$56,823.34	\$78,127.61
07/02	Actum Payout ActumPayot		\$15,741.45	\$93,869.06
07/02	Contract F RTN ITEM	\$11,219.81-		\$82,649.25
07/02	Xfer from CHK 3760 to CHK 3794	\$71,564.79-		\$11,084.46
07/03	Contract F CR Offset		\$52,235.05	\$63,319.51
07/03	Actum Payout ActumPayot		\$15,741.45	\$79,060.96
07/03	Contract F RTN ITEM	\$2,004.02-		\$77,056.94
07/03	Xfer from CHK 3760 to CHK 3794	\$52,564.79-		\$24,492.15
07/03	OMAD:20200703C6B7201F00004507031 046FT03 ORIG PARTY ID:001174438 8 ORIG PARTY NAME:EMMA CHASE R EF FOR BEN:SENDER ABA:32407955 5 SENDER BANK:MACU OBI:4 WAY T RANSPORT/CHRIS CHASE BBI TAG: BBI TEXT: CTRY CD:		\$25.00	\$24,517.15
07/03	Wire Transaction Fee	\$12.00-		\$24,505.15
07/03	Jellyfish Health CFSPPR -SAME DAY		\$500.00	\$25,005.15
07/06	Contract F CR Offset		\$39,800.58	\$64,805.73
07/06	Actum Payout ActumPayot		\$15,001.45	\$79,807.18
07/06	Contract F RTN ITEM	\$1,315.33-		\$78,491.85
07/06	Xfer from CHK 3760 to CHK 3794	\$57,802.03-		\$20,689.82
07/07	Contract F CR Offset		\$56,334.95	\$77,024.77
07/07	Actum Payout ActumPayot		\$14,751.45	\$91,776.22
07/07	Contract F RTN ITEM	\$1,110.33-		\$90,665.89
07/07	Xfer from CHK 3760 to CHK 3794	\$51,086.40-		\$39,579.49
07/08	Contract F CR Offset		\$67,728.09	\$107,307.58
07/08	Actum Payout ActumPayot		\$14,751.45	\$122,059.03
07/08	Contract F RTN ITEM	\$2,760.33-		\$119,298.70
07/08	Xfer from CHK 3760 to CHK 3794	\$97,479.54-		\$21,819.16
07/09	Contract F CR Offset		\$63,503.69	\$85,322.85
07/09	Actum Payout ActumPayot		\$14,143.32	\$99,466.17
07/09	Contract F CR Offset		\$399.00	\$99,865.17
07/09	Contract F RTN ITEM	\$2,938.66-		\$96,926.51
07/09	OMAD:20200709C6B7201F00008207091 038FT03 ORIG PARTY ID:001174438 8 ORIG PARTY NAME:EMMA CHASE R EF FOR BEN:SENDER ABA:32407955 5 SENDER BANK:MACU OBI:4WAY TR ANSPORT/CHRIS CHASE BBI TAG: B BI TEXT: CTRY CD:		\$25.00	\$96,951.51
07/09	Wire Transaction Fee	\$12.00-		\$96,939.51
07/10	Contract F CR Offset		\$65,217.12	\$162,156.63
07/10	Actum Payout ActumPayot		\$14,586.18	\$176,742.81
07/10	Contract F RTN ITEM	\$1,828.43-		\$174,914.38
07/10	ACH Dept BILLING	\$1,021.72-		\$173,892.66
07/10	Actum Processing Actum Fees	\$314.66-		\$173,578.00
07/10	ACH Dept BILLING	\$73.70-		\$173,504.30
07/10	Xfer from CHK 3760 to CHK 3794	\$149,803.30-		\$23,701.00
07/10	Jellyfish Health CFSPPR -SAME DAY		\$500.00	\$24,201.00
07/13	Contract F CR Offset		\$58,619.62	\$82,820.62
07/13	Actum Payout ActumPayot		\$14,393.32	\$97,213.94
07/13	Contract F CR Offset		\$2,000.00	\$99,213.94
07/13	Contract F RTN ITEM	\$1,352.00-		\$97,861.94
07/13	Xfer from CHK 3760 to CHK 3794	\$73,012.94-		\$24,849.00
07/14	Contract F CR Offset		\$67,443.48	\$92,292.48
07/14	Actum Payout ActumPayot		\$14,143.32	\$106,435.80
07/14	Contract F RTN ITEM	\$1,135.86-		\$105,299.94
07/14	Xfer from CHK 3760 to CHK 3794	\$81,586.80-		\$23,713.14
07/15	Contract F CR Offset		\$76,735.86	\$100,449.00

07/15	Actum Payout ActumPayot		\$14,143.32	\$114,592.32
07/15	Contract F RTN ITEM	\$1,322.29-		\$113,270.03
07/15	Xfer from CHK 3760 to CHK 3794	\$90,879.18-		\$22,390.85
07/15	OMAD:20200715C6B7201F00012807151 452FT03 ORIG PARTY ID:2549878 ORIG PARTY NAME:SABRENA PADGETTC ANTONMENT MERCANTI REF FOR BEN: SENDER ABA:262090120 SENDER B ANK:CORP AMER OBI: BBI TAG: B BI TEXT: CTRY CD:		\$22,402.27	\$44,793.12
07/15	Wire Transaction Fee	\$12.00-		\$44,781.12
07/16	Contract F CR Offset		\$71,919.50	\$116,700.62
07/16	Actum Payout ActumPayot		\$14,143.32	\$130,843.94
07/16	Contract F RTN ITEM	\$12,936.82-		\$117,907.12
07/16	Xfer from CHK 3760 to CHK 3794	\$95,062.82-		\$22,844.30
07/17	Contract F CR Offset		\$78,123.87	\$100,968.17
07/17	Actum Payout ActumPayot		\$13,318.17	\$114,286.34
07/17	Contract F RTN ITEM	\$1,327.29-		\$112,959.05
07/17	Xfer from CHK 3760 to CHK 3794	\$91,442.04-		\$21,517.01
07/20	Contract F CR Offset		\$76,228.44	\$97,745.45
07/20	Actum Payout ActumPayot		\$13,618.17	\$111,363.62
07/20	Contract F RTN ITEM	\$350.00-		\$111,013.62
07/20	Xfer from CHK 3760 to CHK 3794	\$90,846.61-		\$20,167.01
07/20	Jellyfish Health CFSPPR -SAME DAY		\$500.00	\$20,667.01
07/21	Contract F CR Offset		\$74,433.46	\$95,100.47
07/21	Actum Payout ActumPayot		\$13,554.76	\$108,655.23
07/21	Contract F RTN ITEM	\$615.71-		\$108,039.52
07/21	Xfer from CHK 3760 to CHK 3794	\$85,988.22-		\$22,051.30
07/21	BUSINESS MOBILE DEPOSIT		\$563.47	\$22,614.77
07/22	Contract F CR Offset		\$89,951.97	\$112,566.74
07/22	Actum Payout ActumPayot		\$13,353.35	\$125,920.09
07/22	Contract F RTN ITEM	\$2,225.00-		\$123,695.09
07/22	Xfer from CHK 3760 to CHK 3794	\$103,305.32-		\$20,389.77
07/23	Contract F CR Offset		\$83,904.70	\$104,294.47
07/23	Actum Payout ActumPayot		\$24,437.76	\$128,732.23
07/23	Contract F RTN ITEM	\$1,075.00-		\$127,657.23
07/23	Xfer from CHK 3760 to CHK 3794	\$107,342.46-		\$20,314.77
07/24	Contract F CR Offset		\$96,612.71	\$116,927.48
07/24	Actum Payout ActumPayot		\$7,478.46	\$124,405.94
07/24	Contract F RTN ITEM	\$700.00-		\$123,705.94
07/24	OMAD:20200723C6B7201F00016107231 739FT03 ORIG PARTY ID:220000306 3352 ORIG PARTY NAME:COMPLETE B BUSINESS SOLUTIONS GROUP I REF F OR BEN: SENDER ABA:292970825 S ENDER BANK:GLACIER BANK OBI: B BI TAG: BBI TEXT: CTRY CD:		\$1,000,000.00	\$1,123,705.94
07/24	Wire Transaction Fee	\$12.00-		\$1,123,693.94
07/24	Xfer from CHK 3760 to CHK 3794	\$1,101,860.22-		\$21,833.72
07/24	OMAD:20200724C6B7201F00008507241 233FT03 ORIG PARTY ID:381055739 980 ORIG PARTY NAME:DIAMOND MAT ERIAL TRUCKING LLC REF FOR BEN: 305594228 SENDER ABA:026009593 SENDER BANK:BK AMER NYC OBI:PA YOFF DIAMOND MATERIAL TRUCKING BBI TAG: BBI TEXT: CTRY CD:		\$2,025.00	\$23,858.72
07/24	Wire Transaction Fee	\$12.00-		\$23,846.72
07/24	BUSINESS MOBILE DEPOSIT		\$760.30	\$24,607.02
07/27	Contract F CR Offset		\$86,118.94	\$110,725.96
07/27	Actum Payout ActumPayot		\$7,876.96	\$118,602.92
07/27	Contract F RTN ITEM	\$1,672.32-		\$116,930.60
07/27	OMAD:20200727C6B7201F00005907271 150FT03 ORIG PARTY ID:001174438 8 ORIG PARTY NAME:EMMA CHASE R EF FOR BEN: SENDER ABA:32407955 5 SENDER BANK:MACU OBI:4 WAY T RANSPORT/CHRIS CHASE BBI TAG: BBI TEXT: CTRY CD:		\$75.00	\$117,005.60
07/27	Wire Transaction Fee	\$12.00-		\$116,993.60
07/27	Jellyfish Health CFSPPR -SAME DAY		\$500.00	\$117,493.60
07/27	BUSINESS MOBILE DEPOSIT		\$867.79	\$118,361.39
07/28	Contract F CR Offset		\$89,920.38	\$208,281.77
07/28	Actum Payout ActumPayot		\$7,424.67	\$215,706.44
07/28	Contract F RTN ITEM	\$1,720.37-		\$213,986.07
07/28	Xfer from CHK 3760 to CHK 3794	\$192,345.05-		\$21,641.02
07/29	Contract F CR Offset		\$108,490.88	\$130,131.90
07/29	Actum Payout ActumPayot		\$7,424.67	\$137,556.57
07/29	Contract F RTN ITEM	\$2,216.31-		\$135,340.26
07/30	Contract F CR Offset		\$97,838.61	\$233,178.87
07/30	Contract F RTN ITEM	\$1,990.09-		\$231,188.78
07/31	Contract F CR Offset		\$120,637.22	\$351,826.00
07/31	Contract F RTN ITEM	\$2,429.88-		\$349,396.12

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 06/30/2020

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$20,846.94	\$3,041,347.20	\$0.00	\$2,712,798.02	\$0.00	\$349,396.12

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$349,396.12	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

08/01/2020
08/31/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
07/31	Balance Forward			\$349,396.12
08/03	Jellyfish Health CFSPP -SAME DAY		\$500.00	\$349,896.12
08/06	Xfer from CHK 3760 to CHK 3802	\$10,000.00-		\$339,896.12
08/10	ACH Dept BILLING	\$928.42-		\$338,967.70
08/10	Actum Processing Actum Fees	\$201.37-		\$338,766.33
08/10	ACH Dept BILLING	\$117.60-		\$338,648.73
08/18	OMAD: 20200817C6B7201F00012808171 739FT03 ORIG PARTY ID: 001174438 8 ORIG PARTY NAME: EMMA CHASE R EF FOR BEN: SENDER ABA: 32407955 5 SENDER BANK: MACU OBI: 4WAY TR ANSPORT/ CHRIS CHASE BBI TAG: BBI TEXT: CTRY CD:		\$50.00	\$338,698.73
08/18	Wire Transaction Fee	\$12.00-		\$338,686.73
08/26	Xfer from CHK 3760 to CHK 3802	\$10,000.00-		\$328,686.73
08/27	AMEX EPAYMENT ACH PMT	\$8,020.13-		\$320,666.60

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date:	07/31/2020					
	Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
	\$349,396.12	\$550.00	\$0.00	\$29,279.52	\$0.00	\$320,666.60

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$320,666.60	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

09/01/2020
09/30/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
08/31	Balance Forward			\$320,666.60
09/02	Actum Processing Actum Fees	\$25.00-		\$320,641.60
09/16	AMEX EPAYMENT ACH PMT	\$3,036.51-		\$317,605.09
09/23	DLX FOR BUSINESS Deluxe SBS	\$338.14-		\$317,266.95
09/24	THE HARTFORD NWTBCLSCIC	\$616.00-		\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 08/31/2020

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$320,666.60	\$0.00	\$0.00	\$4,015.65	\$0.00	\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

10/01/2020
10/31/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
09/30	Balance Forward			\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 09/30/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$316,650.95		\$0.00		\$0.00		\$0.00		\$0.00		\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		

STATEMENT
of
ACCOUNT

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

11/01/2020
11/30/2020
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
10/31	Balance Forward			\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date:	10/31/2020					Ending
	Beginning	Deposits +	Interest	Withdrawals -	Service	Balance
	Balance +		Paid -		Charge =	
	\$316,650.95	\$0.00	\$0.00	\$0.00	\$0.00	\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

12/01/2020
12/31/2020
Redacted

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RELATIONSHIP BUSINESS CHECKING

Redacted

All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
11/30	Balance Forward			\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 11/30/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$316,650.95		\$0.00		\$0.00		\$0.00		\$0.00		\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

01/01/2021
01/30/2021
Redacted

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RELATIONSHIP BUSINESS CHECKING

Redacted

All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
12/31	Balance Forward			\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 12/31/2020

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charge	=	Ending Balance
\$316,650.95		\$0.00		\$0.00		\$0.00		\$0.00		\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

01/31/2021
02/27/2021
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
01/30	Balance Forward			\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 01/30/2021

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$316,650.95	\$0.00	\$0.00	\$0.00	\$0.00	\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

02/28/2021
03/31/2021
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
02/27	Balance Forward			\$316,650.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 02/27/2021

Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =	Ending Balance
\$316,650.95	\$0.00	\$0.00	\$0.00	\$0.00	\$316,650.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,650.95	0.00000%	\$0.00		



**STATEMENT
of
ACCOUNT**

CONTRACT FINANCING SOLUTION INC
OPERATING ACCOUNT
205 ARCH STREET 2ND FLOOR
PHILADELPHIA PA 19106

Statement Begin Date:
Statement End Date:
Account Number:

04/01/2021
04/30/2021
Redacted

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All Transactions by Date

Date	Description	Withdrawal / Debit (-)	Deposit / Credit (+)	Balance
03/31	Balance Forward			\$316,650.95
04/17	Deposit		\$153.00	\$316,803.95

Interest Rate Summary

Date	Rate
	0.00%

Account Summary

Previous Statement Date: 03/31/2021						
Beginning Balance +	Deposits +	Interest Paid -	Withdrawals -	Service Charge =		Ending Balance
\$316,650.95	\$153.00	\$0.00	\$0.00	\$0.00		\$316,803.95

Summary of Deposit Accounts

TYPE OF ACCOUNT	ACCOUNT	BALANCE	INT-RATE%	YTD-INT	YTD-PENALTY	MATURITY
Checking	Redacted	\$316,803.95	0.00000%	\$0.00		



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Detail by Entity Name

Florida Limited Liability Company
LEE ROOFING LLC

Filing Information

Document Number	L19000246213
FEI/EIN Number	85-1052048
Date Filed	09/30/2019
Effective Date	09/30/2019
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/14/2020
Event Effective Date	NONE

Principal Address

8770 SW 132 ST
MIAMI, FL 33176

Changed: 05/10/2022

Mailing Address

8770 SW 132 ST
MIAMI, FL 33176

Changed: 05/10/2022

Registered Agent Name & Address

VARONA, HENDRICK
8770 SW 132 ST
MIAMI, FL 33176

Address Changed: 05/10/2022

Authorized Person(s) Detail

Name & Address

Title MGR

VARONA, HENDRICK

Title AMBR

VARONA, HENDRICK L
8770 SW 132 ST
MIAMI, FL 33176

Title AP

RAMIREZ, MARY
8770 SW 132 ST
MIAMI, FL 33176

Annual Reports

Report Year	Filed Date
2020	06/26/2020
2021	03/03/2021
2022	05/10/2022

Document Images

05/10/2022 -- ANNUAL REPORT	View image in PDF format
03/03/2021 -- ANNUAL REPORT	View image in PDF format
07/14/2020 -- LC Amendment	View image in PDF format
06/26/2020 -- ANNUAL REPORT	View image in PDF format
09/30/2019 -- Florida Limited Liability	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company
ALPERO GENERAL CONTRACTING AND ROOFING SYSTEMS LLC.

Filing Information

Document Number	L18000176424
FEI/EIN Number	83-1739830
Date Filed	07/23/2018
Effective Date	07/17/2018
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/24/2021
Event Effective Date	NONE

Principal Address

12255 sw 129 ct
MIAMI, FL 33186

Changed: 04/22/2020

Mailing Address

12255 sw 129 ct
MIAMI, FL 33186

Changed: 04/22/2020

Registered Agent Name & Address

VARONA, HENDRICK
12255 sw 129 ct
MIAMI, FL 33186

Address Changed: 04/22/2020

Authorized Person(s) Detail

Name & Address

Title MGR

VARONA, HENDRICK L

Annual Reports

Report Year	Filed Date
2019	08/31/2019
2020	04/22/2020

Document Images

04/22/2020 -- ANNUAL REPORT	View image in PDF format
08/31/2019 -- ANNUAL REPORT	View image in PDF format
07/23/2018 -- Florida Limited Liability	View image in PDF format

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 9:20-cv-81205-RAR

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants.

DECLARATION OF VINCENT BARDONG

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

1. My name is Vincent Bardong. I am over twenty-one (21) years of age and have personal knowledge of the matters set forth herein.

2. I am the President of Platinum Rapid Funding (“Platinum”). I started Platinum in May of 2012.

3. I have a business relationship with Francis Scarpati at Financial Mutual. Several years before the start of the Receivership, we brokered deals between our companies, shared lead sources, at times funded the same merchants on our respective platforms, and also participated as syndicates on some transactions. Thereafter, beginning in September 2020 through April 2021, Platinum was engaged as a servicer for Financial Mutual, whereby it serviced Financial Mutual’s merchant cash advance portfolio.

4. To my knowledge, Platinum did not interfere with the Receiver’s collection efforts in any way.

5. To my knowledge, Platinum did not collect any funds owed to Contract Finance Solutions (“CFS”) or Complete Business Solutions Group, Inc. d/b/a Par Funding. It is possible that merchants who had merchant cash advance agreements with CFS also had merchant cash advance agreements with Platinum, Financial Mutual or any other merchant cash advance funder since it is common for merchants to take merchant cash advances from several different companies simultaneously or subsequent to their first merchant cash advance, but I have no independent knowledge of merchants that did not take out merchant cash advances with Platinum, and my

knowledge of merchants that took out merchant cash advances with Financial Mutual is limited to only those merchants that Platinum serviced on behalf of Financial Mutual. Platinum may have collected funds those merchants owed to Platinum or otherwise owed to Financial Mutual when Platinum acted as servicer for Financial Mutual.

6. To my knowledge, neither Platinum nor its agents advised any CFS merchants that their account balances had been assigned to Platinum.

7. I met Joseph LaForte one time at an event in 2018. I have never met Lisa McElhone.


8. I have not had any business dealings or communications with Joseph LaForte or Lisa McElhone since the Receivership began.

9. I am a close friend of James LaForte and put my house up for his brother Joseph's bail as a favor to James.

10. Neither Mr. LaForte nor Mrs. McElhone ever interfered with my businesses. They have never had, nor do they currently have, an ownership interest in any of my businesses, they did not give me any instructions regarding my businesses or otherwise attempt to orchestrate my business dealings.

11. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: Aug 24, 2022



Vincent Bardong

Executive Grant of Clemency

DONALD J. TRUMP

President of the United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

BE IT KNOWN, THAT THIS DAY, I, DONALD J. TRUMP, PRESIDENT OF THE UNITED STATES, PURSUANT TO MY POWERS UNDER ARTICLE II, SECTION 2, CLAUSE 1, OF THE CONSTITUTION, HAVE GRANTED UNTO

HAROLD J. ODZER

ALSO KNOWN AS

STEPHEN ODZER

A FULL PARDON

FOR HIS CONVICTIONS in the United States District Court for the Eastern District of New York on an indictment (Docket No. 02-CR-895 (JG)) charging violation of Section 1344, Title 18, United States Code, for which he was sentenced on May 3, 2007, to 18 months' imprisonment, five years' supervised release, and \$16,150,017.83 restitution, as amended on June 5, 2007; and in the United States District Court for the Southern District of New York (transferred to the United States District Court for the Eastern District of New York) on an information (Docket No. 04-CR-425 (JG)) charging violations of Sections of 371 and 1344, Title 18, United States Code, for which he was sentenced on May 3, 2007, to 18 months' imprisonment and five years' supervised release (concurrent to the above term), as amended on June 5, 2007.

I CONDITION THE PARDON UPON the unpaid balance of the restitution obligation, if any, ordered against the said **HAROLD J. ODZER, AKA STEPHEN ODZER** remaining intact and in effect.

I HEREBY DESIGNATE, direct, and empower the Acting Pardon Attorney, as my representative, to sign a grant of clemency to the person named herein. The Acting Pardon Attorney shall declare that her action is the act of the President, being performed at my direction.

IN TESTIMONY WHEREOF, I have hereunto caused this Pardon to be recorded with the Department of Justice.



*Done at the City of Washington in the District of Columbia
this Nineteenth day of January in the year of our Lord Two
Thousand and Twenty-one and of the Independence of the
United States the Two Hundred and Forty-fifth.*

A handwritten signature in dark blue ink, appearing to read "Donald Trump", written over a horizontal line.

DONALD J. TRUMP
PRESIDENT

This is historical material "frozen in time". The website is no longer updated and links to external websites and some internal pages may not work.



STATEMENTS & RELEASES

Statement from the Press Secretary Regarding Executive Grants of Clemency

— LAW & JUSTICE

Issued on: January 20, 2021



President Donald J. Trump granted pardons to 73 individuals and commuted the sentences of an additional 70 individuals.

Todd Boulanger – President Trump granted a full pardon to Todd Boulanger. Mr. Boulanger’s pardon is supported by numerous friends, as well as by past and present business associates. In 2008, Mr. Boulanger pled guilty to one count of conspiracy to commit honest services fraud. He has taken full responsibility for his conduct. Mr. Boulanger is a veteran of the United States Army Reserves and was honorably discharged. He has also received an award from the City of the District of Columbia for heroism for stopping and apprehending an individual who assaulted an elderly woman with a deadly weapon on Capitol Hill. Mr. Boulanger is known as a model member of his community. In addition, he is remorseful for his actions and would like to leave his mistakes behind him.

Abel Holtz – President Trump granted a full pardon to Abel Holtz. This pardon is supported by Representative Mario Diaz-Balart and friends and business colleagues in his community. Mr. Holtz is currently 86 years old. In 1995, he pled guilty to one count of impeding a grand jury investigation and was sentenced to 45 days in prison. Before his conviction, Mr. Holtz, who was the Chairman of a local bank, never had any legal issues and has had no other legal issues since his conviction. Mr. Holtz has devoted extensive time and resources to supporting charitable causes in South Florida, including substantial donations to the City of Miami Beach.

Representative Shelley Berkley, former Clark County Sheriff William Young, former Police Commissioner Bernie Kerik, numerous professional golfers including Butch Harmon, David Feherty, Peter Jacobsen, and Phil Mickelson, and former 60 minutes correspondent Lara Logan. Mr. Walters was sentenced to 5 years imprisonment for insider trading. Since his conviction, Mr. Walters has served nearly 4 years of his prison sentence and has paid \$44 million in fines, forfeitures, and restitution. In addition to his established reputation in the sports and gaming industry, Mr. Walters is well known for his philanthropic efforts and was previously named Las Vegas' Philanthropist of the Year.

Dwayne Michael Carter Jr. – President Trump granted a full pardon to Dwayne Michael Carter Jr., also known as “Lil Wayne.” Mr. Carter pled guilty to possession of a firearm and ammunition by a convicted felon, owing to a conviction over 10 years ago. Brett Berish of Sovereign Brands, who supports a pardon for Mr. Carter, describes him as “trustworthy, kind-hearted and generous.” Mr. Carter has exhibited this generosity through commitment to a variety of charities, including donations to research hospitals and a host of foodbanks. Deion Sanders, who also wrote in support of this pardon, calls Mr. Wayne “a provider for his family, a friend to many, a man of faith, a natural giver to the less fortunate, a waymaker, [and] a game changer.”

Stephen Odzer – President Trump granted a conditional pardon to Stephen Odzer. This pardon is supported by former Acting Attorney General Matthew Whitaker, Sigmund “Sig” Rogich, Jason Greenblatt, Michael Steinhardt, Wayne Allyn Root, Salvador Moran, the Aleph Institute, and numerous members of Mr. Odzer’s religious community. Mr. Odzer pled guilty to conspiracy and bank fraud, for which he was sentenced to 18 months in prison. Numerous individuals testify to his substantial philanthropic and volunteer activities. His philanthropic endeavors include providing personal protective equipment to front-line workers in New York City hospitals; visiting sick children in hospitals; and donating religious materials to prison inmates and U.S. Service Members around the world. He has also dedicated resources to support and build synagogues in memory of his late cousin who was kidnapped and killed by Muslim terrorists while in Israel. The pardon requires Mr. Odzer to pay the remainder of his restitution order.

James Brian Cruz – President Trump commuted the remaining sentence of James Brian Cruz. Mr. Cruz’s many supporters include Alice Johnson, Dr. Robert Jeffress, Pastor of the First Baptist Church in Dallas, Texas, Kelly Shackelford of the First Liberty Institute, several former inmates who Mr. Cruz mentored or ministered, Mr. Cruz’s work supervisor, and several business owners and managers. Mr. Cruz, who has served approximately half of a 40-year sentence for a drug crime, has truly