

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No: 9:20-CV-81205

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

vs.

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

Defendants

EXPEDITED MOTION FOR MODIFICATION AND JUDICIAL RELIEF

COMES NOW, JOSEPH COLE BARLETA (“Barleta”), by and through his undersigned counsel, seek modification of the preliminary injunction, as well as and judicial relief based on Receiver’s Counsel making contact with a non-party, United Savings Bank, resulting in three accounts being frozen making Capital Source 2000, Inc. unable to pay investors. Cole states the following in support:

INTRODUCTION AND TIMELINE OF EVENTS

This Court entered a preliminary injunction as to Defendant Joe Cole Barleta on August 27, 2020 [D.E. 202]. The scope of the injunction was broad, but not unreasonable. It held that Cole could not do anything in furtherance of what would amount to securities fraud, as well as freeze 5.5 million dollars in assets.

In May 13, 2022, this Court Granted Receiver’s Motion to lift the litigation injunction, specifically as to Capital Source 2000, Inc. so that it could collect on existing

judgments [D.E. 1237]. The purpose of that was so that Capital Source 2000, Inc. could pay on notes that were linked to Par Funding or a Par Funding Affiliate Entity.

In February 28, 2023, this Court entered an Order releasing Capital Source 2000, Inc. from the Receivership [D.E. 1514]. The SEC in this case, as indicated in this Court's Order on Docket Entry 1514, do not seek to collect from Capital Source 2000, Inc. As such, the Court Ordered that the Receiver should transfer the assets, including liquid assets, held in City National Bank to Cole's possessions. Despite the Order giving Receiver 10 days to transfer the funds from February 28, 2023, the Receiver only transferred the funds on March 16, 2023. See Exhibit "A." The sum total of what was transferred was \$2,233,562.08.

**COLE AND BROMLEY'S OPERATION OF
CAPITAL SOURCE 2000, INC.**

As a threshold matter, Capital Source 2000, Inc. is jointly owned by Cole and William Bromley. As such, the damage done by Mr. Alfano (explained below) extends not only to Joe Cole, but also to Mr. Bromley, who is not a subject to this instant lawsuit, and various noteholder who need to get paid.

With the above in mind, on day one, as soon as Cole and Bromley received the funds, their primary mission was to pay back roughly 30 million to investors. As such, Cole sent notice to all noteholders on March 22. See Exhibit "B" – Letter to Shareholders.

Likewise, Cole entered into settlement agreements with almost every single noteholder regarding the repayment of their investment. See Exhibit "C" – Copy of Settlement Agreement [redacted]. In turn, Cole set up ACH payment processing and began sending out payments to Noteholders. In that stead, Cole is in the process of hiring staff,

consultants, lawyers, and whatever else is needed to collect on debts for the sole purpose to pay out Noteholders.

REQUEST FOR EXPEDITED RELIEF –
MR. ALFANO’S IMPROPER CONDUCT CAN LEAD TO
IRREPARABLE HARM

Out of thin air, Gaetan Alfano (“Mr. Alfano”), sent a letter to Mr. Matozzo of United Savings Bank saying,

“I represent Ryan K. Stumphauzer, Esq., Court Appointed Receiver for Complete Business Solutions Group, Inc. (“CBSG”) and related entities in the matter captioned SEC v. CBSG, et al, Case No. 20-CV-81205-RAR, pending in the United States District Court for the Southern District of Florida. I write as I understand generally that Mr. Barleta may be conducting business with your bank and that this Order may be relevant to Mr. Barleta’s business with your Bank. Please note that on August 27, 2020, the Court entered the attached Order, which includes an Asset Freeze of Mr. Barleta’s assets up to 5.5 million. See p.4 of the attached Order. I have copied Mr. Barleta’s counsel, Mr. Raikhelson, on this email, as well as my co-counsel, Mr. Kolaya. Please feel free to contact me if you would like to discuss this email. See Exhibit D – E-mail from Mr. Alfano.

This e-mail was unprompted by any person or entity, and Mr. Alfano did it for the sole reason of harassing Mr. Barleta because Mr. Baleta would not turn over certain documents that Mr. Alfano believes that he is entitled too. See Exhibit “E” – Follow Up From Alfano. The end result? United Savings Bank froze all of Cole’s assets, making him unable to pay his counsel, unable to run his operation, and most importantly, **unable to pay investors pursuant to the settlement agreement.** See Exhibit F – Proof of Account Freeze; See Exhibit G – Statement of Account Showing No Dissipation of Assets. Now, not being able to pay investors, Mr. Alfano is, in fact, forcing Cole to arguably be in violation of the preliminary injunction, as well as be in violation of the settlement agreements that he signed with Capital Source 2000, Inc. Noteholders because he is not able to pay them back.

Mr. Alfano's actions have led Mr. Cole into a precarious position with multiple levels of liability. When confronted, Mr. Alfano told Undersigned counsel to provide copies of statements of the account(s) to verify the accuracy of whether the funds are being dissipated or not.

ULTIMATE REQUEST FROM COLE

Cole requests this Court enter an Order modifying or clarifying the preliminary injunction as to Defendant Joe Cole Barleta on August 27, 2020 [D.E. 202] to allow for the funds associated with Capital Source 2000, Inc. to be unfrozen. Cole also request an Order directing Mr. Alfano to make sure that United Savings Bank unfreezes the assets, as he was the one that caused the freeze to begin with.

REQUEST TO MODIFY THE PRELIMINARY INJUNCTIVE RELIEF FOR PERSONAL EXPENSES

Defendant Cole further requests that the Court modify the preliminary injunction to allow for personal expenses in the amount of \$10,000.00 per month.

REQUEST FOR ORAL ARGUMENT BY ZOOM

Cole requests Oral Argument by Zoom as early as possible to resolve this matter. Capital Source 2000, Inc. is an entity, co-owned by Cole and Bromley, whose sole function at this point is to pay back Noteholders after the Receiver wreaked havoc with it. Mr. Alfano's actions have lead Mr. Cole, and frankly Mr. Bromley, into multiple levels of potential liability. Mr. Alfano's actions were unprompted, uncalled for, and beyond the scope of this Court's Order appointing the Receiver.

MEMORANDUM OF LAW

A. Receiver, through Receiver's Counsel, Have Acted Inappropriately

The Court should be very concerned with the Receiver's action because court-appointed receivers enjoy judicial immunity for acts taken within the scope of their authority. *Chua v. Ekonomou*, 1 F.4th 948, 954 (11th Cir. 2021). That immunity applies even if his acts were "in error, malicious, or . . . in excess of [the appointing court's] jurisdiction." *Bolin v. Story*, 225 F.3d 1234, 1239 (11th Cir. 2000). It extends to his counsel as well. Cf. *In re DeLorean Motor Co.*, 991 F.2d 1236, 1241 (6th Cir. 1993) ("The protection . . . afford[ed] the Trustee . . . would be meaningless if it could be avoided by simply suing the Trustee's attorneys.").

With that being said, the scope of this receivership is limited by the Complaint and the Order granting the SEC's motion for a Receiver. See *SEC v. Homeland Communs. Corp.*, No. 07-80802 CIV-MARRA, 2010 U.S. Dist. LEXIS 57961, at *11 (S.D. Fla. May 24, 2010).

Here, Capital Source 2000, Inc. is not a Receivership entity. Yet, the Receiver, and its counsel, have acted in bad faith in contacting Mr. Matozzo, knowing it would likely get the funds frozen. These funds are used to pay Noteholders. However, although the payment of Noteholders is a major area of concern by this Court, it does not appear to be a major concern of Mr. Alfano, who was quick on the trigger and has the potential to cause irreparable harm to Joe Cole and Capital Source 2000, Inc.

Again, because of Mr. Alfano's action, Cole cannot pay the Noteholders, cannot operate his business, cannot pay for his legal team, and is completely and utterly left with cut wings. Even more egregious is that it is the Receiver who gave Capital Source 2000, Inc back, and it is the Receiver who now seeks its destruction.

B. Modifying the Preliminary Injunction is Proper

The "textbook definition" of a preliminary injunction is an order that was "issued to preserve the status quo and prevent allegedly irreparable injury until the court had the opportunity to decide upon issuing a permanent injunction." *Klay v. United Healthgroup, Inc.*, 376 F.3d 1092, 1101 n.13 (11th Cir. 2004). A preliminary injunction is an "extraordinary and drastic remedy." *Siegel v. LePore*, 234 F.3d 1163, 1176 (11th Cir. 2000). In this case, the Court is concerned about Cole dissipating his assets. However, Capital Source is not dissipating its assets. It is taking in money through existing collections, paying out Noteholders, and, at this point, not seeking to procure additional noteholders.

WHEREFORE, Cole asks this Court for the relief requested previously in this paper.

Date: May 26, 2023

Respectfully submitted,

Law Offices of Andre G. Raikhelson, LLC.
Counsel for Defendant, Joseph Cole Barleta
7000 W Palmetto Park Road, Suite 210
Boca Raton, FL 33431
Telephone: (954) 895-5566
Primary: arlaw@raikhelsonlaw.com

/s/ Andre G. Raikhelson
Andre G. Raikhelson Esq.
Bar Number: 123657

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on May 26, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to all counsel of record.

/s/ Andre G. Raikhelson
Andre G. Raikhelson Esq.

LOCAL RULE 7.3(a)

Undersigned counsel has met and conferred with counsel for the SEC and Counsel for the Receivership, who oppose the relief sought.

/s/ Andre G. Raikhelson
Andre G. Raikhelson Esq.

Subject: RE: CS2000
Date: Thursday, March 16, 2023 at 12:49:48 PM Eastern Daylight Time
From: Gaetan J. Alfano <GJA@Pietragallo.com>
To: Andre Raikhelson <arlaw@raikhelsonlaw.com>
CC: G. Guy Smith (Gguysmith@aol.com) <gguysmith@aol.com>, Timothy Kolaya <tkolaya@sknlaw.com>, Yale Bogen - Development Specialists, Inc. (ybogen@DSIConsulting.com) <ybogen@dsiconsulting.com>
Attachments: image878201.png

A wire transfer in the amount of \$2,233,562.08 was initiated this morning. We are waiting for the wire confirmation number.

Gaetan J. Alfano, Esquire

Pietragallo Gordon Alfano Bosick & Raspanti, LLP
1818 Market Street, Suite 3402
Philadelphia, PA 19103
Office: (215) 988-1441 | Fax: (215) 754-5181
GJA@Pietragallo.com | [BIO](#) | [vCard](#)



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From: Andre Raikhelson <arlaw@raikhelsonlaw.com>
Sent: Thursday, March 16, 2023 11:47 AM
To: Gaetan J. Alfano <GJA@Pietragallo.com>
Cc: G. Guy Smith (Gguysmith@aol.com) <gguysmith@aol.com>; Timothy Kolaya <tkolaya@sknlaw.com>; Yale Bogen - Development Specialists, Inc. (ybogen@DSIConsulting.com) <ybogen@dsiconsulting.com>; Joe Cole <joecole@knewlogic.com>; William Bromley <whbnew@gmail.com>
Subject: Re: CS2000

Gaetan,

We have the majority of the files received on the drop box downloaded (still downloading). Both Mr. Barleta and I thank you for handling this and personally overseeing the transfer.

I also want to confirm that we will be transferring the domain over by the end of the week.

We have not had a chance to review the physical documents, but if something is missing, I'll follow up.

One last thing, please send confirmation whenever you complete the wire. I am expecting this today as you told me "tomorrow," yesterday.

-Andre



Legal Department <legal@capitalsourcefunding.com>

Capital Source Noteholder Settlement

1 message

Joe Cole Barleta <joe@capitalsourcefunding.com>

Wed, Mar 22, 2023 at 3:15 PM

Cc: Legal Department <legal@capitalsourcefunding.com>, Bill Bromley <bill@capitalsourcefunding.com>

Dear [REDACTED],

First of all, thank you for your continued patience while waiting for resolution to the ongoing SEC lawsuit against Par Funding and its related parties. I'm writing to update you on the status of our company, Capital Source 2000, and to hopefully provide some relief by repaying some of the principal from the promissory note agreement you have with us.

As you may have heard from following the case, the court has approved the return of Capital Source 2000 to Bill and I as of February 28th, 2023. We have since been working closely with the receiver to transfer all documents, records, Accounts Receivable and the remaining funds back to us.

Prior to the receivership, Capital Source had approximately \$19.1 million in Accounts Receivables and collected approximately \$500,000.00 each week in payments from our clients. The receiver has since written off the majority of these receivables leaving only \$139,290.34 in our active collections portfolio and approximately \$2.3 million in cash and ACH reserves for us to work with. They have done very little with the portfolio and collections have been stagnant since Q3 2022. So to call this anything less than a catastrophic dismantling of our business would be an understatement.

As bleak as this situation has become, the return of Capital Source does present an opportunity for the company to do the right thing and work to return some of the principal withheld from you from the past 32 months. Our current game plan is to simultaneously restart operations while resuming monthly payments to our noteholders as soon as the coming month.

We have established new bank accounts and a legal domicile in Delaware. I'm currently in the process of hiring new employees and working with counsel to recover as much of the value our company has lost. We expect to have our website and funding operations restored next month.

Apart from funding and servicing its own MCA deals, Capital Source also syndicated with Par Funding on hundreds of deals that Capital Source has the right to receive a portion of the cash flow and revenues from. We filed a claim for the unpaid syndication payments collected by the receiver through Par Funding that we believe is rightfully due to our company.

These collections will occur in tandem with collecting payments from the remainder of the AR portfolio, pursuing payments from merchants we had in collections and from servicing new MCA deals. We intend to keep our underwriting extremely tight and short term to maximize cash flows from these new MCA deals.

I will personally be supervising and working with a new team that's entirely independent from Par Funding or any of its affiliates. Bill will continue communicating with note holders and answering questions as they come up. We will not be taking any profits from the business for the foreseeable future and apart from covering operational expenses, legal costs and funding merchants, the cash flows of the business will go entirely towards the repayment of our noteholder's principal.

Unlike the claims process described by the SEC and court Receiver, our repayment will not require you to submit due diligence documentation to qualify for repayment nor will we deduct any previously paid interest from the principal balance owed back to you. We already have our company records and have previously established lines of

communications with you and all of our note holders.

We are offering a straight forward settlement with regular monthly distributions to repay an agreed upon percentage of principal repayment. This settlement will also be completely separate from any claims you may have submitted for the Par Funding Receiver claims. So we hope you can simultaneously recover funds through the claims process along with the funds you receive directly from us as part of this settlement.

Given the destruction of our AR portfolio and current state of the company, we forecast two paths for repayment, assuming there are no further adverse actions from the Receiver. We can either repay 15% of your outstanding principal over 2 years with flat, recurring monthly payments or we can repay 30% of your outstanding principal over 5 years. This will also have monthly distributions but it will start with a repayment of 10% of your settlement amount in the initial year, increasing to 15% in the second year, and continuing to increase by 5% each year until fully paid off by the end of the 5th year.

We feel that these repayment schedules will allow for the optimal repayment of principal to all note holders while simultaneously allowing for the company to conserve and improve cash flows. During this process, Capital Source will only be working with the cash we have on hand and its retained earnings from servicing new MCA deals. We will not seek to raise any new capital from any non-institutional parties.

If this sounds agreeable, please reply with your current contact information (name, address, phone and email) and our legal team copied on this email will follow up accordingly.

Bill and I thank you for your continued cooperation and support as we endeavour to correct this injustice done to our company. We look forward to following up soon.

—
Joe Cole Barleta
President

Capital Source

8 The Green Suite #14196

Dover, DE 19901

(215) 650-0120

joe cole@capitalsourcefunding.com

Settlement Amount: \$542,500.00

SETTLEMENT AGREEMENT ADDENDUM TO NOTEHOLDER AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between CAPITAL SOURCE 2000, INC ("CS 2000") and [REDACTED] ("Noteholder"). Collectively the above are referred to as the "Parties."

This Agreement is executed with reference to the following facts:

RECITALS AND REPRESENTATIONS

- A. Capital Source 2000, Inc is a corporation registered in the State of Delaware, with an address of 8 The Green Suite # 14196, Dover, Delaware 19901.
- B. On July 24, 2020, the Securities and Exchange Commission filed an action against several individuals or entities, primarily Complete Business Solutions group, Inc. d/b/a Par Funding, with a case number of 9:20-cv-81205-RAR in the Southern District of Florida ("Par Funding Case").
- C. Capital Source 2000, Inc. was not a subject of litigation in the lawsuit mentioned above. However, the Receiver moved to expand the Receivership estate in October 30, 2020. In Capital Source 2000, Inc.'s opinion, after the Receiver failed to optimally operate Capital Source 2000, Inc., the Receiver agreed to return Capital Source 2000, Inc., and the Court issued an order indicating the same.
- D. From the time Capital Source 2000, Inc. was returned, the Receiver will not be involved in any of the decision in Capital Source 2000, Inc. Moreover, because the Securities and Exchange Commission hold the judgment against the various entities involved in the Par Funding case, the Receiver is not processing the claims, but has hired a third-party entity to do that work.
- E. Capital Source 2000, Inc. has approximately \$30M in outstanding noteholder balances to repay. To date, we received approximately \$2.2M in cash back from the Receiver and this amount represents only 6.7% of the outstanding balance. Currently, Capital Source 2000, Inc. has about \$2M in old, mostly written off, receivables that we are still able to collect on.
- F. Through Q4 2022, the Receiver has collected only about 15% of CBSG's AR balances with the majority of it being written off. So depending on Capital Source's exposure on these deals, we believe that we may optimistically receive a similar proportion on the \$2M in old, directly funded AR and the \$30M which would yield approximately \$4.8M in additional cash.
- G. As outlined above, we have no way of knowing how much we would actually receive from the claim but I believe it won't be greater than the estimate provided. They could

as easily give us less or nothing from our claim so the percentage being repaid to noteholders would only be reduced from the 23% repayment estimate from this scenario.

- H. Because of the uncertainties involved, and because Capital Source 2000, Inc. wishes to grow the business and repay noteholders a feasible portion of their outstanding note, Capital Source 2000, Inc. is proposing a settlement with the following terms and conditions.

AGREEMENT – ADDENDUM TO ORIGINAL NOTEHOLDER AGREEMENT

NOW THEREFORE, in consideration of the foregoing facts and mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals and Representations.** The above-mentioned recitals and representations and part and parcel of this agreement and are binding on all Parties.
2. **Terms.** Capital Source 2000, Inc. is offering a repayment option with 35% of the total outstanding note principal to be repaid over 60 months. The Settlement Amount of this agreement equals: \$542,500.00 The terms of this agreement supersede all prior terms established under the Original Noteholder Agreement. See Exhibit "A" for an Amortization Schedule based on the face amount of your note as indicated in the Original Noteholder Agreement.
3. **Original Noteholder Agreement.** Please note that this settlement agreement does not create an additional note. This document is not intended to be an investment vehicle. This document is merely an attempt to settle existing claims in an attempt to return profitability to Noteholders. As such, this is not intended to be an issuance of a security. Likewise, Capital Source 2000, Inc. is not intending to profit from the settlement funds being repaid. The purpose is purely to return funds to Noteholders. Finally, the signing of this document does not effectuate in the issuance of a new Note, noteholder agreement, or any other instrument that may be considered a security. In analyzing this document, it should be analyzed as an addendum to the already executed Noteholder Agreement. If any term in this Settlement Agreement, which acts merely as an addendum to the Original Noteholder Agreement, that conflicts with the Original Noteholder Agreement, the term in this Settlement Agreement shall govern and control.

Based on the above, you agree that the original Noteholder Agreement, with a face amount of: \$1,550,000.00 shall remain in large part unchanged, with payments made as indicated in Exhibit "A" in full satisfaction of the Note or any amount owned by Capital Source 2000, Inc.

4. **Release.** The Parties agree that for the consideration set forth above, and the mutual promises herein contained, that they, their officers, directors, employees, agents, attorneys, heirs, representatives, successors, and assigns fully release and discharge each other, from any and all actions, causes of action, judgments, liens, promises, agreements, contracts, obligations, transactions, indebtedness, costs, damages, fines, levies, losses,

lawsuits, arbitrations, appeals, claims, liabilities, indemnifications, debts, restrictive covenants, covenants not to compete, demands, attorney's fees or expenses of any nature whatsoever, as expressly set forth in this Agreement, and rights of any kind or character, which specifically arises out of and/or relates to any claims and/or defenses to the subject of the Action. This release shall not operate to relieve either Party of its respective duties to perform or restrain from specified conduct as agreed herein.

5. **Waiver of Civil Code Section 1542 – CALIFORNIA RESIDENTS ONLY.** Except as excluded and restricted herein, each Party to this Agreement specifically waives the benefit of any policy or provision of law to the effect that a general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the other party. Without limitation on the generality of the foregoing, each party to this Agreement specifically waives the benefit of the provisions of Section 1542 of the California Civil Code as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Parties agree, except as specifically reserved, upon completion of the terms and conditions herein, to abandon, release, waive and relinquish all rights and benefits which they have or might have otherwise acquired against each other under Section 1542 of the Civil Code of the State of California pertaining to the subject matter of this Agreement. The Parties acknowledge that they may hereafter discover claims presently unknown or unsuspected by them, or facts in addition to or different from those which they now know or believe to be true, as to the matters released herein. Nevertheless, it is the Parties' intention, through this release, to fully, finally, and forever release all such matters and all claims relating thereto, which do now exist or may hereafter exist, or may heretofore have existed.

6. **Attorney Fees.** In any action or proceeding at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and reasonable attorney's fees incurred therein by the prevailing party (including, without limitation, such costs, expenses and fees on any appeals), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorney fees, shall be included as part of the judgment.
7. **Merger and Integration.** This Agreement contains the entire understanding of the parties; there are no representations, covenants or understandings other than those, either express, implied or referred to herein. Each party acknowledges that there are no conditions to this Agreement other than those expressed or referred to herein. Each party acknowledges that no other party or any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied or statutory, not contained or referred to herein, concerning the subject matter hereof, to induce them to execute this Agreement, and they acknowledge that they have not executed this


Agreement in reliance on any such promise, representation or warranty not specifically contained or referred to herein.

8. **Binding on Successors.** This Agreement and covenants and conditions herein contained shall apply to, be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, assignees, successors and agents of the parties hereto.
9. **Severability.** The provisions of this Agreement are severable, and should any provision for any reason be deemed unenforceable; the balance shall nonetheless be of full force and effect.
10. **Applicable Law.** The Parties agree that jurisdiction over any litigation arising out of this Agreement shall be in Delaware and that venue shall be in the County of Kent. The Parties herein submit to such jurisdiction and venue in the event of any litigation arising out of this Agreement. This Agreement is to be deemed to have been jointly prepared by the parties hereto and any uncertainty and ambiguity existing herein shall not be interpreted against any party hereto, but according to the application of the rules of interpretation of contracts, if any such uncertainty or ambiguity exists.
11. **Advice of Counsel.** Each party hereto has had the opportunity to seek the advice of counsel concerning this settlement and this full and final release of all claims. The parties hereto warrant and acknowledge that prior to execution of this Agreement, they apprised themselves of sufficient relevant data (including information as to all rights and obligations between or among any of the parties hereto), either through experts or through other sources of their own selection, in order that they might intelligently exercise their own judgment in deciding whether to execute, and deciding on the contents of, this agreement. The parties hereto further warrant and acknowledge that their decisions were not based on, influenced by or induced by any declaration or representation whatsoever of any other party, or the officers, directors, employees, agents or attorney in fact or at law, of any other party, and that this agreement was not executed in reliance on any such declaration or representation. The parties hereto further warrant and acknowledge that they executed this agreement with the advice of their legal counsel.
12. **Confidentiality and Non-Disparagement.** The Parties will maintain the confidentiality of this Agreement and will not disclose in any fashion the substance of this Agreement or the contents of any discussions involved in entering into this Agreement, except to its attorneys, accountants, or as otherwise required by law. The Parties mutually agree to not make any negative or disparaging remarks or comments about each other to any person or entity relating to the character, professionalism, reputation or abilities of the Parties, or that are otherwise derogatory of the Parties.
13. **Necessary Documents and Instruments.** The parties hereto agree to execute any and all other documents and instruments in writing which may be reasonably necessary or proper to effectuate and carry out the purposes of this Agreement.

14. **Waiver.** The waiver of any breach of this Agreement by any party shall not be a waiver of any other subsequent or prior breach, including in the case of any ongoing breach, the continuation of such breach after the waiver.
15. **Miscellaneous**
- a. The representation and warranties contained in this Agreement are deemed to and do survive the closing hereof.
 - b. This Agreement may not be altered or modified except by a writing signed by each party to this Agreement.
 - c. Unless specifically stated to the contrary, nothing contained in this Agreement, whether express or implied, shall confer any rights or remedies under or by reason of this Agreement on any person or entity not a party to this Agreement.
 - d. The undersigned have read the foregoing Agreement, fully understand it, and assent to its terms and provisions.
 - e. Each party whose signature is affixed hereto in a representative capacity represents and warrants that he/she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his/her signature is affixed.
16. **Counterpart.** The Parties agree that this Agreement may be signed in counterparts by the Parties. The original of this Agreement shall be deemed to consist of the Agreement with separate signature pages each with the original signatures of one or more of the Parties. A signature page received via facsimile or electronic mail of any original signature will be deemed effective as an original signature. The Parties further understand and agree that no obligations shall arise under this Agreement unless and until all Parties have signed their respective copy of this Agreement.
17. **Notices:** Any notices to Capital Source 2000, Inc. should be sent to Joseph Cole Barleta at joecole@capitalsourcefunding.com as well as the Legal and Compliance Department of Capital Source 2000, Inc. at legal@capitalsourcefunding.com.

DATED:


05/12/23



Capital Source 2000, Inc.
Joseph Cole Barleta

DATED:

5/11/23




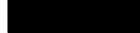
Noteholder – 
 Principal

Exhibit A - Repayment Schedule

Noteholder: [REDACTED]

Original Agreement Amount: \$ 1,550,000.00

Settlement Amount: \$ 542,500.00

Month	Amount	Month	Amount
1	\$ 4,520.83	31	\$ 9,041.67
2	\$ 4,520.83	32	\$ 9,041.67
3	\$ 4,520.83	33	\$ 9,041.67
4	\$ 4,520.83	34	\$ 9,041.67
5	\$ 4,520.83	35	\$ 9,041.67
6	\$ 4,520.83	36	\$ 9,041.67
7	\$ 4,520.83	37	\$ 11,302.08
8	\$ 4,520.83	38	\$ 11,302.08
9	\$ 4,520.83	39	\$ 11,302.08
10	\$ 4,520.83	40	\$ 11,302.08
11	\$ 4,520.83	41	\$ 11,302.08
12	\$ 4,520.83	42	\$ 11,302.08
13	\$ 6,781.25	43	\$ 11,302.08
14	\$ 6,781.25	44	\$ 11,302.08
15	\$ 6,781.25	45	\$ 11,302.08
16	\$ 6,781.25	46	\$ 11,302.08
17	\$ 6,781.25	47	\$ 11,302.08
18	\$ 6,781.25	48	\$ 11,302.08
19	\$ 6,781.25	49	\$ 13,562.50
20	\$ 6,781.25	50	\$ 13,562.50
21	\$ 6,781.25	51	\$ 13,562.50
22	\$ 6,781.25	52	\$ 13,562.50
23	\$ 6,781.25	53	\$ 13,562.50
24	\$ 6,781.25	54	\$ 13,562.50
25	\$ 9,041.67	55	\$ 13,562.50
26	\$ 9,041.67	56	\$ 13,562.50
27	\$ 9,041.67	57	\$ 13,562.50
28	\$ 9,041.67	58	\$ 13,562.50
29	\$ 9,041.67	59	\$ 13,562.50
30	\$ 9,041.67	60	\$ 13,562.50



Capital Source 2000 Inc. • 8 The Green Suite #14196, Dover, DE 19901
(215) 650-0120 • www.capitalsourcefunding.com

Noteholder Remittance Instructions

Please indicate your preferred remittance method for your payments coming from Capital Source 2000 Inc below:

Noteholder Name: [REDACTED]

Legal Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Remittance Method (select one):

☐ Mailed Check

Mailing Address: _____

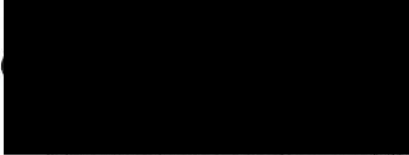
☒ Electronic ACH Transfer:

Bank Name: Alpine Bank

Routing Number: 102103407

Account Number: 8910426124

EBO (if applicable): _____



DATE _____

1283

PAY TO THE
ORDER OF _____

VOID

\$

DOLLARS



Alpine Bank

⑆102103407⑆ 8910426124⑆ 1283

Subject: FW: Joseph Cole Barleta
Date: Wednesday, May 24, 2023 at 12:28:52 PM Eastern Daylight Time
From: Gaetan J. Alfano <GJA@Pietragallo.com>
To: mmatozzo@unitedsavingsbank.com <mmatozzo@unitedsavingsbank.com>
CC: Andre G. Raikhelson Esquire (arlaw@raikhelsonlaw.com) <arlaw@raikhelsonlaw.com>, Timothy Kolaya <tkolaya@sknlaw.com>
Attachments: image054316.png, image170801.png, 2020.08.27 ECF 202 Order Granting Preliminary Injunction by Consent as to Defendant Joseph Cole Barleta(8220654.1).pdf

Mr. Matozzo,

My email below bounced due an apparently incorrect address.

Please confirm receipt.

Thank you.

Gaetan Alfano

Gaetan J. Alfano, Esquire

Pietragallo Gordon Alfano Bosick & Raspanti, LLP
1818 Market Street, Suite 3402
Philadelphia, PA 19103
Office: (215) 988-1441 | Fax: (215) 754-5181
GJA@Pietragallo.com | [BIO](#) | [vCard](#)



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From: Gaetan J. Alfano <GJA@Pietragallo.com>
Sent: Wednesday, May 24, 2023 12:26 PM
To: mmattozzo@unitedsavingsbank.com
Cc: Andre G. Raikhelson Esquire (arlaw@raikhelsonlaw.com) <arlaw@raikhelsonlaw.com>; Timothy Kolaya <tkolaya@sknlaw.com>
Subject: Joseph Cole Barleta

Good afternoon Mr. Mattozzo,

I represent Ryan K. Stumphauzer, Esq., Court Appointed Receiver for Complete Business Solutions Group, Inc. ("CBSG") and related entities in the matter captioned SEC v. CBSG, et al, Case No. 20-CV-81205-RAR, pending in the United States District Court for the Southern District of Florida. I write as I understand generally that Mr. Barleta may be conducting business with your bank and that this Order may be relevant to Mr. Barleta's business with your Bank.

Please note that on August 27, 2020, the Court entered the attached Order, which includes an Asset Freeze of Mr. Barleta's assets up to 5.5 million. See p.4 of the attached Order.

I have copied Mr. Barleta's counsel, Mr. Raikhelson, on this email, as well as my co-counsel, Mr. Kolaya. Please feel free to contact me if you would like to discuss this email.

Thank you.

Gaetan Alfano
Gaetan J. Alfano, Esquire
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Subject: Re: Joseph Cole Barleta
Date: Friday, May 26, 2023 at 12:51:03 PM Eastern Daylight Time
From: Gaetan J. Alfano <GJA@Pietragallo.com>
To: Andre Raikhelson <arlaw@raikhelsonlaw.com>
CC: mmatozzo@unitedsavingsbank.com <mmatozzo@unitedsavingsbank.com>, Timothy Kolaya <tkolaya@sknlaw.com>, Joe Cole <joecole@knewlogic.com>
Attachments: image054316.png, image503982.png

Andre,
Are you willing to provide the Receiver with complete statements for this account?

I cannot evaluate the accuracy of these representations without reviewing them.

Thank you.
Gaetan

Sent from my iPhone

Gaetan J. Alfano, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
1818 Market Street, Suite 3402
Philadelphia, PA 19103
Office: (215) 988-1441 | Fax: (215) 754-5181
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On May 26, 2023, at 12:43 PM, Andre Raikhelson <arlaw@raikhelsonlaw.com> wrote:

Dear Mr. Matozzo:

I represent Mr. Barleta. As you can see, Mr. Barleta is precluded from employing any device, scheme or artifice to defraud, make any untrue statement of material fact or omit a material fact, or engage in any practice which operates or would operate as a fraud. Mr. Barleta has not been accused of doing any illegal act independent of the litigation pertaining to Par Funding. Likewise, Capital Source 2000, Inc. has not been accused of conducting anything illegal or violative of any federal or state law. As such, Judge Ruiz specifically held, based on the agreement of the parties, that Capital Source 2000, Inc is not a receivership entity.

Likewise, Mr. Barleta has not sold an unregistered security.

Finally, as to the asset freeze. There is absolutely no evidence that Mr. Barleta is attempting to dissipate his assets.

Specifically to Mr. Alfano,

I do not know what your intent is in sending Mr. Matozzo your email without any proof that Mr. Barleta is violating this or any other court order. Mr. Barleta has, and continues, to comply with all valid court orders from any jurisdiction. However, please let this e-mail be construed as a cease and desist for you not to interfere with the affairs of Mr. Barleta or his respective business entities unless you have actual proof that such entities are violating a court order. Should you continue to interfere, Mr. Barleta will explore any and all legal action, including filing a lawsuit for Tortious Interference.

Respectfully,

Andre G. Raikhelson, Esq.

From: Gaetan J. Alfano <GJA@Pietragallo.com>
Date: Wednesday, May 24, 2023 at 12:28 PM
To: mmatozzo@unitedsavingsbank.com <mmatozzo@unitedsavingsbank.com>
Cc: Andre G. Raikhelson Esquire (arlaw@raikhelsonlaw.com) <arlaw@raikhelsonlaw.com>, Timothy Kolaya <tkolaya@sknlaw.com>
Subject: FW: Joseph Cole Barleta

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Thank you.

Gaetan Alfano

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<[image054316.png](#)>

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Timothy Kolaya <tkolaya@sknlaw.com>

Subject: Joseph Cole Barleta

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Thank you.

Gaetan Alfano

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Philadelphia, PA 19103

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[!\[\]\(097cdd6c9c875b64d9b8c9a2409491c4_img.jpg\)](#)

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Welcome **CAPITAL SOURCE 2000 INC**
Last log in: May 26, 2023[Contact Us](#) | [Alerts](#) | [Profile](#) | [Log out](#)[Home](#) [Accounts](#) [Transfer](#) [Bill Payment](#) [Check Reorder](#)

Home

Alerts

[Manage Alerts](#)

You have no alerts.

Accounts

[Edit Accounts](#)[Print](#)

OPERATING ACCOUNT

****2240

Available balance

\$-1,925,116.85

Transfer ⇄

Recent ▼

PAYROLL ACCOUNT

****2274

Available balance

\$-1,990,000.00

Transfer ⇄

Recent ▼

CAPITAL ACCOUNT

****2282

Available balance

\$0.00

Transfer ⇄

Recent ▼

[Help](#)

**United Savings Bank**

1510 Packer Avenue • Philadelphia, PA 19145

Statement Ending 04/28/2023

CAPITAL SOURCE 2000 INC

Page 1 of 4

Statement Number: XXXXXX2240

RETURN SERVICE REQUESTED

>000357 3883171 0001 93672 10Z 3

00057270
L103
CAPITAL SOURCE 2000 INC
8 THE GRN STE 14196
DOVER DE 19901-3618

Contact Us

Branch Name 10th & Fitzwater



Branch Number 215-923-8490

Mailing Address 732 South 10th Street
Philadelphia, PA 19147

Online Access www.unitedsavingsbank.com



Proud to be **5-Star Rated** and Your Community Bank
for 111 years and counting!

Have a Question?

Let us Help!

Email us at info@unitedsavingsbank.com or call
610-627-0100.**Summary of Accounts**

Account Type	Account Number	Ending Balance
SMALL BUS CHK	XXXXXX2240	\$2,160,804.90

SMALL BUS CHK-XXXXXX2240**Account Summary**

Date	Description	Amount
04/01/2023	Beginning Balance	\$2,218,562.09
	0 Credit(s) This Period	\$0.00
	10 Debit(s) This Period	-\$57,757.19
04/28/2023	Ending Balance	\$2,160,804.90

Account Activity

Post Date	Description	Debits	Credits	Balance
04/01/2023	Beginning Balance			\$2,218,562.09
04/11/2023	CHECK NUMBER 1501	\$7,500.00		\$2,211,062.09
04/17/2023	DELUXE BUS SYS. BUS PRODS 230414 CCD 14008863	\$147.75		\$2,210,914.34
04/18/2023	ConvergeHub Inc PAYMENT 230417 CCD 200244140099	\$7,000.00		\$2,203,914.34
04/20/2023	Actum Processing Actum Fees CCD 102967196	\$100.00		\$2,203,814.34
04/24/2023	CHECK NUMBER 1504	\$449.25		\$2,203,365.09
04/24/2023	CHECK NUMBER 1502	\$15,000.00		\$2,188,365.09
04/25/2023	CHICKIES & PETES POS 215-6049960 PA US 025656 *****1005 00000000	\$60.19		\$2,188,304.90
04/26/2023	CHECK NUMBER 1507	\$7,500.00		\$2,180,804.90



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