

SEC v Complete Business Solutions Group Inc. et al;

Case No. 9:20-cv-81205-RAR

Millen Livis Objection to the Proposed Allowed Claim #20120

Millen Livis Living Trust (with myself, Millen Livis as Trustee) invested **\$300,000** in mid-December, 2019 with Fidelis Financial Planning LLC (please find enclosed copies of the Promissory Note, the Amendment No 1 to the Promissory Note, and my 2020 bank statements reflecting the received interest).

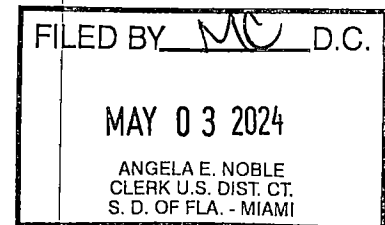
During the entire 2020, I only received \$12,500 in interest on my \$300,000 investment as follows (please see the attached bank statements):

January, 2020:	\$3,500
February, 2020:	\$3,500
March, 2020:	\$3,500
April, 2020:	\$0
May, 2020:	\$0
June, 2020:	\$1,000
July, 2020:	\$1,000
August, 2020:	\$0
September, 2020:	\$0
October, 2020:	\$0
November, 2020:	\$0
December, 2020:	\$0

Total Interest received on my investment: \$12,500

If you determine the allowed claim amount based on the invested principal amount minus interest received, my allowed claim should be **\$287,500.**

Please help me understand why your allowed claim amount is only \$269,000.



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Appendix D: Notice of Acceptance

Claim#: 20120 Fidelis Financial Planning LLC

A Delaware Limited Liability Company

\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES

400 UNITS OFFERED

- Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*
- Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*
- Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*
- Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*
- Class E – \$500,000 and above principal amount one-year 15% promissory note*

Offering Price: \$50,000 Per Unit

Minimum Subscription: One Unit

NOTICE OF ACCEPTANCE

Investor: Millen Livis


Certificate #L-2766

Number of Units: 6- (\$300,000)

Date of Acceptance: 12/10/2019

The subscription by the above referenced investor for the above referenced number of Units being offered by the Company in accordance with the terms and conditions provided by the offering documents furnished to the investor is hereby accepted as of the date set forth above.

Fidelis Financial Planning LLC

By: 
Michael Furman, President

SEC v Complete Business Solutions Group Inc
Case No: 9:20-cv-81205-RAR
Claim #: 20120

Notice of Acceptance

Fidelis Financial Planning LLC

A Delaware Limited Liability Company

\$20,000,000 AGGREGATE AMOUNT 4% PROMISSORY NOTES

AMENDMENT NO. 1 TO NOTE

Offering Price: \$50,000 Per Unit

Minimum Subscription: One Unit

NOTICE OF ACCEPTANCE

Investor: Millen Livis Living Trust

Number of Units: 6 - (\$300,000)

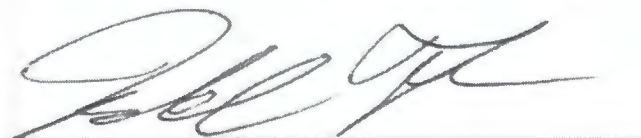
Maturity Date: June 5th, 2027

Certificate # L-227

The subscription by the above referenced investor for the above referenced number of Units being offered by the Company in accordance with the terms and conditions provided by the offering documents furnished to the investor is hereby accepted as of the date set forth above.

Fidelis Financial Planning LLC

By: _____



Michael Furman, President

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

AMENDMENT NO. 1 TO NOTE

This is Amendment No. 1 to the promissory note (the "Note"), dated May 11th, 2020, accompanying the confidential offering memorandum dated May 1, 2018, pursuant to which Fidelis Financial Planning LLC (the "Maker"), for value received, promised to pay to the individual and/or legal entity designated in this Note as the "Holder," the principal sum of Three Hundred Thousand (\$ 300,000) Dollars (such Note, the "Original Note"). Each of the Maker and the Holder, a "Party and collectively the "Parties".

WHEREAS, the Original Note was made in connection with the Maker offering up to 400 units comprised of fifty (50) \$1,000 principal amount 12-month 9%, 10%, 12%, 14%, or 15% promissory notes per unit (collectively, the "Units") for an aggregate offering price of \$20,000,000 (the "Offering"). Each promissory note is an unsecured debt security consisting of a \$1,000 principal amount 12-month 9%, 10%, 12%, 14%, or 15% note (depending on the number of Units purchased);

WHEREAS, the Holder and the Maker desire to amend the Original Note to modify the payment terms and maturity date of the Original Note; on the terms and subject to the conditions set forth herein;

WHEREAS, the COVID-19 pandemic in the United States has caused state and local governments to issue orders that require non-essential businesses to close and for the populations of those states and locales to isolate themselves at home. These governmental orders have forced the closure of many of the small and mid-sized businesses in need of working capital being financed by the merchant cash advance businesses in which the Maker has invested and reduced dramatically the business activity for those which remained open. Unable to operate and generate revenue, many of these small businesses have defaulted on their payment obligations to their merchant cash advance provider; many have closed entirely and are not expected to reopen, making collection very difficult if not impossible;

WHEREAS, the Maker has requested that the Holders agree to amend the terms of the Notes in order to provide greater flexibility in the challenging economic times during and in the aftermath of COVID-19 and the Holders have agreed to provide such greater flexibility on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 10(b) of the Original Note, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party to be enforced.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Original Note.

2. Amendments to the Original Note. As of the Effective Date (defined below), the Original Note is hereby amended or modified as follows:

(a) The Maturity Date of the Note shall be the date set forth in Schedule 1 to this Amendment.

(b) Interest and principal payments shall be made at the times and in the amounts set forth on Schedule 1 to this Amendment.

(c) The Maker shall have the right, but not the obligation, to prepay the Note and all accrued and unpaid interest thereon in whole or in part prior to the Maturity Date.

(d) Upon execution of this Amendment and the satisfaction of the conditions precedent to the Effectiveness hereof, the Holder waives any Event of Default that may have occurred under the Original Note relating to the payment of principal of and/or interest on the Original Note.

3. **Date of Effectiveness: Limited Effect.** This Amendment will be deemed effective on the date on which all Holders of the Units have consented to an amendment of their respective Unit and the related Note on the terms and conditions set forth herein (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Original Note are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Note or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Original Note to "this Agreement," "the Agreement," the "Note," "hereunder," "hereof," "herein," or words of like import, and each reference to the Original Note in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Original Note will mean and be a reference to the Original Note as amended by this Amendment.

4. **Miscellaneous.**

(a) This Amendment is governed by and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment [as of/on] the date first written above.

MAKER:

HOLDER:

Fidelis Financial Planning LLC

DocuSigned by:
Millen Livis
2056076A46734F3

By: DocuSigned by:
Michael Furman
C254319BF2D146A

Michael Furman, President

Print Name: Millen Livis Revocable Trust

Date: 5/14/2020

Date: 5/14/2020

SEC v Complete Business Solutions, Inc
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Claim #: 20120

BANK OF AMERICA 

MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | December 20, 2019 to January 22, 2020

Account summary - continued

Annual Percentage Yield Earned this statement period: 0.01%.
Interest Paid Year To Date: \$0.01.

Deposits and other additions

Date	Description	Amount
01/14/20	FIDELIS FINANCIA DES:Payments ID: INDN:Millen Living Trust CO ID:XXXXXXXXX PPD	3,500.00
01/22/20	Interest Earned	0.01
Total deposits and other additions		\$3,500.01



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MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | January 23, 2020 to February 19, 2020

Account summary - continued

Annual Percentage Yield Earned this statement period: 0.01%.
Interest Paid Year To Date: \$0.05.

Deposits and other additions

Date	Description	Amount
02/12/20	9885FIDELIS FINA DES:PAYMENTS ID: INDN:MILLEN LIVING TRUST CO ID:1825103370 PPD	3,500.00
02/19/20	Interest Earned	0.04
Total deposits and other additions		\$3,500.04



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Is your contact info up to date? Check now at [bankofamerica.com](https://www.bankofamerica.com).

¹Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.
Bank of America, N.A. Member FDIC.



MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | February 20, 2020 to March 20, 2020

Deposits and other additions

Date	Description	Amount
03/12/20	9885FIDELIS FINA DES:PAYMENTS ID: INDN:MILLEN LIVING TRUST CO ID:1825103370 PPD	3,500.00
03/20/20	Interest Earned	0.07
Total deposits and other additions		\$3,500.07

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SSM-12-19-0062.B | 2847602



MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | March 21, 2020 to April 21, 2020

Deposits and other additions

Date	Description	Amount
04/21/20	Interest Earned	0.09
Total deposits and other additions		\$0.09

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Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761A1 | ARG5T4RM



MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | April 22, 2020 to May 19, 2020

Deposits and other additions

Date	Description	Amount
05/19/20	Interest Earned	0.08
Total deposits and other additions		\$0.08

Thank you for being a Bank of America® customer

SSM-09-19-0052.B | ARBTC7ST



MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | May 20, 2020 to June 19, 2020

Deposits and other additions

Date	Description	Amount
05/26/20	Agent Assisted transfer from BRK 2Q94 Confirmation# 1451996658	2,012.98
05/29/20	The United Fidel DES:AP Verify ID:016CXRG0E1F50Y6 INDN:Millen Livis CO ID:2204895317 CCD	0.01
06/08/20	The United Fidel DES:Bill.com ID:016XLGVHG1FFWJJ INDN:Millen Livis CO ID:1204895317 CCD PMT INFO:The United Fidelis Group Bill.com 016XLG VHG1FFWJJ June 2020 Monthly Interest Pay	1,000.00
06/19/20	Interest Earned	0.11
Total deposits and other additions		\$3,013.10

What's on your mind?

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Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761A1 | ARG5T4RM

BANK OF AMERICA 

MILLEN LIVIS REVOCABLE TRUST | Account # 8980 6400 4966 | June 20, 2020 to July 22, 2020

Deposits and other additions

Date	Description	Amount
07/06/20	The United Fidel DES:Bill.com ID:016QWEEVC1GGEGI INDN:Millen Livis CO ID:1204895317 CCD PMT INFO:The United Fidelis Group Bill.com 016QWE EVC1GGEGI Merchant Cash Advance July Int	1,000.00
07/22/20	Interest Earned	0.13
Total deposits and other additions		\$1,000.13

BANK OF AMERICA

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SSM-03-20-2438.B | 3058826

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TO: *Clerk's Office*
Southern District of Florida
Willie D. Ferguson Jr, US Court
400 North Miami Avenue
Miami, FL 33128
PHONE: *305 536 1111*

ZIP - IF ALL ADDRESSES ONLY: *Miami, FL 33128*

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