

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.

FILED BY *CP* D.C.
MAY 06 2024
ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S.D. OF FLA. - W.P.B.
Claim No. 20167
Claim No. 20168

**RESPONSE OF MHL UNION ALLIANCE LLC
TO RECEIVER'S MOTION TO APPROVE PROPOSED
TREATMENT OF CLAIMS**

Preliminary Statement

MHL Union Alliance LLC ("Claimant") has filed two claims in this proceeding. Each of the claims are based upon *Non-Negotiable Promissory Notes* (collectively, the "Notes," and each a "Note"). The Notes were each sold, assigned, conveyed and delivered by the sellers to Claimant as the buyer, pursuant to an, *Assignment and Assumption Agreement* (together, the "Agreements"), effective as of August 10, 2020, between Claimant and AGM Capital Fund I ("AGM Capital Fund") in the principal amount of \$44,895,365.58 (Claim No. 20167) and AGM Capital Fund II, LLC ("AGM Capital Fund 2") in the principal amount of \$12,761,411.42 (Claim No. 20168) (each a "Claim and Collectively the "Claims")

Pursuant to his Motion, the Receiver now alleges that the Claims filed by Claimant should be disallowed in their entirety on the grounds that (a) the principal of the Claimant, Anthony Zingarelli, through other entities in which he is claimed to have an ownership or management interest is in default under several agreements with the Receivership Entities and owes such Entities substantial funds: (b) Mr. Zingarelli has failed to provide sufficient evidence that Claimant legitimately acquired or purchased the Notes and (c) due to Mr. Zingarelli's alleged close "connection" with Joseph LaForte and Complete Business Solutions Group ("CBSG" or "par funding") the Receiver erroneously concludes in one virtually identical paragraph at page 17 & 36 of his Motion without providing any supporting evidence Claimant, Mr. Zingarelli and his entities are purportedly "insiders" who had substantial knowledge of the claimed fraudulent nature of CBSG's business activities.

Claimant disagrees with the position taken by the Receiver and files this Response objecting to the motion made by the Receiver as it pertains to the Claims filed by Claimant.

Background

On or about July 27, 2020 (as amended by order dated August 13, 2020 [Docket No. 141]), the United States District Court for the Southern District of Florida (the "Court") entered an order [Docket No. 36] appointing Ryan K. Stumphauzer, Esq. as the receiver (the "Receiver") for Complete Business Solutions Group, Inc. ("CBSG" or "Par Funding") and related entities in the matter styled as, *Securities and Exchange Commission v. Complete Business Solutions Group, Inc. et al.*, case number 20-cv-81205-RAR (the "Receivership Matter").

On December 23, 2022, the Court entered the *Order (1) Approving Proof of Claim Form; (2) Establishing Claims Bar Date and Notice Procedures; (3) Approving Procedure to Administer and*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CV-81205-RAR

Determine Claims [Docket No. 1471] (the "Bar Date Order"), which among other things, established the claims bar date as March 22, 2023.

On or about January 26, 2023, Claimant timely filed proof of claim no. 20167 in the amount of \$66,969,888.87 ("Claim 1") in the Receivership Matter against Par Funding. Claim 1 is comprised of \$44,895,365.58 in principal and \$22,074,523.29 in interest as of January 10, 2023. Claim 1 attaches the following, among other things:

- a. an accounting of the asserted principal and interest;
- b. W-9 Form;
- c. *Assignment and Assumption Agreement*, effective as of August 10, 2020, by and between AGM Capital Fund, as seller, and Claimant, as buyer, pursuant to which the seller sold, transferred, assigned, conveyed and delivered to buyer all of seller's rights, title, and interest in and under each of the *Notes* of Par Funding aggregating \$44,895,365.58 (the "Claim 1 Notes"), attached as Schedule 1 thereto;
- d. *Security Agreements*

On or about January 26, 2023, Claimant timely filed proof of claim no. 20168 in the amount of \$18,431,806.84 ("Claim 2" and together with Claim 1, in an aggregate amount of \$85,401,695.71, the Claims) in the Receivership Matter against Par Funding. Claim 2 was comprised of \$12,761,411.42 in principal and \$5,670,395.42 in interest as of January 10, 2023. Claim 2 attached the following, among other things:

- a. an accounting of the asserted principal and interest;
- b. W-9 Form;
- c. *Assignment and Assumption Agreement*, effective as of August 10, 2020, by and between AGM Capital Fund 2, as seller, and Claimant, as buyer, pursuant to which the seller sold, transferred, assigned, conveyed and delivered to buyer all of seller's rights, title, and interest in and under each of the certain *Notes* of Par Funding, aggregating \$12,761,411.42 (the "Claim 2 Notes"), attached as Schedule 1 thereto;
- d. *Security Agreements*

On or about November 21, 2023, Claimant received the Notices which, at Exhibit C thereto, states the Claims are subject to disallowance and propose an allowed claim amounts of \$0.00 as a "General No Liability Claim." The basis for the proposed disallowance set forth in the Notices are:

- a. Claimant and related companies owe substantial funds to the Receivership Estates;
- b. Claims failed to provide sufficient evidence that it purchased acquired the notes payable from Par Funding; and
- c. If the Claims were to be accepted, the claim amount would be reduced to reflect the "net investment."

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CV-81205-RAR

The deadline set forth on the Notices to respond if the Claimant disagrees with the proposed treatment of the Claims is no later than 11:59 pm Eastern Time on December 21, 2023. If the Claimant disagrees with the Receiver's determination of the Claims, the Claimant must:

- a. Click "Object" button next to the claim treatment that Claimant disagrees with;
- b. Provide a detailed written response in the box provided, explaining the reason the Claimant disagrees with the Receiver's determination; and
- c. Upload supporting documentation (including claim no in the name of the file and writing the claim no at the top right corner of each page).

On or about December 20, 2023, Claimant timely filed proof of claim no. 20167 in the amount of \$66,969,888.87 ("Claim 1") in the Receivership Matter against Par Funding. Claim 1 is comprised of \$44,895,365.58 in principal and \$22,074,523.29 in interest as of January 10, 2023. Claim 1 received a submission confirmation number of 4WMYX776YA.

On or about December 20, 2023, Claimant timely filed proof of claim no. 20168 in the amount of \$18,431,806.84 ("Claim 2" and together with Claim 1, in an aggregate amount of \$85,401,695.71, the Claims) in the Receivership Matter against Par Funding. Claim 2 was comprised of \$12,761,411.42 in principal and \$5,670,395.42 in interest as of January 10, 2023. Claim 2 received a submission confirmation number of I1HXSFOH3F.

Argument

First, the Notices' general assertion that "substantial funds" are owed to unenumerated Receivership Estates by Claimant "and related companies" is insufficient to support disallowance of the Claims. The only privity between Claimant and Par Funding arises in connection with the Notes. Claimant does not owe any money to Par Funding under the Notes. In fact, the opposite is true: Par Funding owes principal and interest to Claimant. Furthermore, the Receiver has not alleged, never mind evidenced, authority or support for the proposition that there is the necessary mutuality to allow setoff of a related company's debts owed to Par Funding against debts owed by Par Funding to Claimant. Moreover, Claimant has maintained its corporate form as separate and distinct from the corporate form of any "related companies." Accordingly, there is no demonstrable basis for the Receiver to invoke a piercing of corporate veils to affect a disallowance of the Claims on the basis of debt(s) owed by a related company.

Alternatively, if the Court were to prospectively determine that there is sufficient mutuality to effect a setoff and/or that Claimant's corporate form was not maintained such that its corporate veil should be pierced, Claimant avers that any such future determination by the Court should not result in a disallowance of the *entire* claim amount as a matter of law. Rather, the amount of any debt owed to Par Funding should be netted and/or setoff against distribution(s), if any, the Receiver would make on account of the Claims.

It is to be noted the "related companies" as termed and identified by the Receiver are Millennium Holdings Limited, Colorado Sky Industrial Supply and CNP Operating. It was determined, by the Receiver, that the total sum owed by the "related companies" is \$8,627,108.37 with 10% interest. CNP Operating owing \$3,884,305.00 of the total sum number. Zingarelli does not even have an ownership interest in CNP Operating since August of 2021. Further, the "related companies" in total HAVE PAID TO DATE \$6,371,459.20 to the company the receiver designated to accept payments, Complete Business Solutions

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CV-81205-RAR

Inc. The remaining balance of \$2,255,649.17 claimed by the Receiver to be owed by the “related companies” is allegedly owed by CNP Operating alone (a company that Zingarelli has not had ownership interest in for almost 3 years).

Second, the allegation in the Notices and the Motion is that Claimant failed to provide sufficient evidence it purchased and acquired the Notes payable from Par Funding contradicts the supporting evidence attached to the filed Claims. Consistent with the procedure set forth in the Bar Date Order, Claimant has provided: copies of the Agreements, which attach the Notes; an accounting of the principal and interest calculation of the Claims consistent with the “Investor Supplement to Proof of Claim Form” attached as Exhibit A to the proof of claim form submitted; and a W-9 Form. In further support of the Claims, Claimant additionally submitted certain notarized letters sent to Claimants by AGM Capital Fund and AGM Capital Fund 2, respectively, and certain *Acknowledgement and Consent* agreements related to the Notes. ALL parties related to these Notes, Acknowledged, Agreed and Consented to the purchase made by MHL Union Alliance.

Further, the Receiver’s argument improperly shifts the burden of proof in this matter. Given the filings of the proofs of claims and supporting documents submitted the Receiver is now making the claim that these are not legitimate transactions and he seeks to have the Claims disallowed. On that basis, it is the Receiver’s obligation to come forth with sufficient evidence to support his objections. The filing of the proof of Claims, by Claimant has shifted the burden of proof to the Receiver, which it cannot overcome by merely asserting conclusory statements with nothing further to support those statements.

The Notices assert that if the Claims were to be accepted, the amount of the Claims would be reduced to reflect the “net investment.” Claimant disputes the Receiver has authority to determine allowance of claims premised solely on a “net investment” calculation for two (2) reasons: (1st) there is no support as a matter of law for the Receiver’s position that distribution on the Claims must be limited to a holder’s investment amount (rather than the face amount of the Notes) absent a finding or ruling from the Court; and (2nd) there is no legal basis for the Receiver to limit allowed claims to principal without interest, profits, earnings and other damages. The Receiver has not sought or received authority from the Court or a factual finding to support his position with respect to “net investment” calculations for the duration of the case of over 44 months. For 44 months the determination of *Ponzi Scheme* has been discussed and refuted. A determination of Ponzi Scheme at this juncture is not consistent with the manner in which the case has been tried, nor is it consistent with the manner in which CBSG has been operated over the last 44 months. The receiver requested notes owed to CBSG be paid in full with interest, it is only fair for money owed by CBSG to be calculated in the same fashion.

Further, pursuant to the Receiver’s Motion, Document 1843, Receiver seeks to disallow the claims on the basis that: (a) despite *Several requests* for sufficient evidence that MHL Union Alliance entered into agreements to purchase the notes evidence was not provided (b) Zingarelli was an “insider”.

Claimant asserts these are inaccurate and false assertions.

The assertion that *several requests* for evidence were not met is false- Claimant strictly followed all procedures for submitting their claims, met all deadlines put forth and supplied all documentation requested. The Claimant provided a COPY of the actual agreement in the specified forums and on several occasions directly. Submission Confirmation Numbers 4WMYX776YA, 11HXSFOH3F, and two confirmation emails sent from “filingconfirmation@epiqglobal” on January 27th 2023 serve as proof that all requests for information were met in a timely manner. Further, the receivership team has had a copy of

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CV-81205-RAR

the agreement since September 2020, the very agreement they claim they have made “several requests” for. Timothy Kolaya first received this agreement in September 2020 shortly after having a video call with Jessica Magee of Holland and Knight (then counsel for Zingarelli) on September 11th 2020. It is indeed a fact that the agreement in question was actually offered before one request for its production was ever made.

DOC 214-1 Exhibit 2 recognizes the existence of the Notes purchased by MHL Union Alliance. Under Sworn Statement these notes are recognized by the receivership. The notes were acquired post receivership which does not impair the notes. The notes were valid and binding at the time of purchase and still are.

Moreover, as stated above, it is the Receiver, not the Claimant that has the burden of proof to put forth evidence to substantiate a disallowance of the Claims. A burden it has failed to satisfy.

The assertion that Zingarelli was an insider is false and not even accepted by the Receiver and DSI themselves – Receiver and their Financial Advisory Firm DSI themselves disagree with this claim as per their Sworn Statement submitted in Document 214-1 Exhibit 1 titled “Exhibit to Sworn Statement Listing Attorneys, Accountants, Other Agents or Contractors” and Exhibit 3 titled “Exhibit to Sworn Statement Listing All Employees and Job Description.” In this SWORN STATEMENT the Financial Advisory Firm after conducting an evaluation of CBSG listed all Employees, Consultants, Contractors, Law Firms and OTHER AGENTS(very broad)... Zingarelli’s name, despite such broad and all-encompassing categories, is NOT listed anywhere in these exhibits. MHL Union Alliance is NOT listed anywhere in these exhibits. Hence, by their own admission, submitted under SWORN STATEMENT, Zingarelli is NOT an insider. The allegation of Zingarelli being a “right-hand man” has been made by the receiver on more than one occasion and on each occasion supporting proof of such allegation has never been provided, in fact, the only proof they provided defining employment roles for CBSG was in the form of a SWORN STATEMENT and it is in direct contradiction to the allegation. Again, the Receiver has failed to meet his burden of proof in asserting the Claims filed by Claimant should be disallowed.

Therefore, Claimant MHL Union Alliance respectfully requests that all obligations under the terms of the notes they own, represented in the submitted claims 20167 & 20168, be met.

Conclusion

Based on the factual evidence provided and the Receiver’s unsubstantiated conclusory statements, the receiver’s motion to disallow the Claim’s should be denied. All of the terms of the Notes upon which the Claims are predicated should be required to be met by the Receiver. Claimant provided substantial evidence to ownership of the notes in accordance with the procedures set forth by the receiver. Claimant was not an insider, as the evidence presented affirms.



MHL Union Alliance
Anthony Zingarelli
+1215.429.4111
LBJ Freeway / Farmers Branch
3010 LBJ Freeway, Suite 1200
Dallas, Texas 75234

5/1/24, 10:35 AM

Yahoo Mail - Par Funding Submission Confirmation

Par Funding Submission Confirmation

From: Epiq Workflow (noreply@epiqsystems.com)
To: anthonyzingarelli@yahoo.com
Date: Thursday, December 21, 2023 at 12:10 PM CST

Your submission was successfully received by Team Epiq on **12/21/2023 1:08:53 PM**. Your submission confirmation number is: **4WMYX776YA**

Please keep your confirmation number for your records.

To download a copy of your completed forms [click here](#).

Please do not reply to this email.

Thank you!
Team Epiq

This communication (including any attachment(s)) is intended solely for the recipient(s) named above and may contain information that is confidential, privileged or legally protected. Any unauthorized use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return e-mail message and delete all copies of the original communication to include any copy that may reside in your sent box. Thank you for your cooperation.

1

5/1/24, 10:34 AM

Yahoo Mail - Par Funding Submission Confirmation

Par Funding Submission Confirmation

From: Epiq Workflow (noreply@epiqsystems.com)
To: anthonyzingarelli@yahoo.com
Date: Thursday, December 21, 2023 at 12:03 PM CST

Your submission was successfully received by Team Epiq on **12/21/2023 1:03:09 PM**. Your submission confirmation number is: **11HXSFOH3F**

Please keep your confirmation number for your records.

To download a copy of your completed forms [click here](#).

Please do not reply to this email.

Thank you!
Team Epiq

This communication (including any attachment(s)) is intended solely for the recipient(s) named above and may contain information that is confidential, privileged or legally protected. Any unauthorized use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return e-mail message and delete all copies of the original communication to include any copy that may reside in your sent box. Thank you for your cooperation.

2

ATTACHMENT to
RESPONSE.

Page 6

5/1/24, 10:31 AM

Yahoo Mail - Par Funding Receivership

Par Funding Receivership

From: filingconfirmation@epiqglobal.com

To: anthonyzingarelli@yahoo.com

Date: Friday, January 27, 2023 at 10:30 AM CST

This email was automatically generated to notify you that your claim entry for Par Funding Receivership has been completed.

Your claim number is 0000020168 filed on 1/27/2023 11:30:09 AM EST.

To log into your account Dashboard and view/print your claim or to submit another entry click here.

Please do not reply to this email.

5/1/24, 10:33 AM

Yahoo Mail - Par Funding Receivership

Par Funding Receivership

From: filingconfirmation@epiqglobal.com

To: anthonyzingarelli@yahoo.com

Date: Friday, January 27, 2023 at 10:07 AM CST

This email was automatically generated to notify you that your claim entry for Par Funding Receivership has been completed.

Your claim number is 0000020167 filed on 1/27/2023 11:07:09 AM EST.

To log into your account Dashboard and view/print your claim or to submit another entry click here.

Please do not reply to this email.

Page 7

*ATTACHMENT to
RESPONSE.*

Complete Business Solutions Group, Inc.

Exhibit to Sworn Statement Listing Attorneys, Accountants, Other Agents or Contractors

Legal Counsel

Business Law Group
BWW Law Group, LLC
Bybel Rutledge LLP
Dean Morris, LLC
Eisenberg, Gold & Agrawal, P.C.
Fox Rothschild LLP
Gallagher and Kennedy
Ghidotti Berger LLP
Hajjar Peters LLP
Haynes and Boone, LLP
Hutchens Law Firm LLP
Kelley Kronenberg
Lexington Law
Mackoff Kellogg Law Firm
McCarthy Holthus
Parker, Simon & Kokolis, LLC
Prenovost, Normandin, Bergh & Dawe
Quattlebaum, Grooms & Tull PLLC
Richard J. McIntyre, ESQ
Robinet Swartz & Haycock
Schian Walker
SouthLaw, P.C.
Varnum, Attorneys at Law
Wolcott Rivers Gates

Accounting Firms

Clifton Larson Allen LLP

Collections CBSG

Bradley Arant Boult Cummings LLP
Ekomi
Federal Recovery Operations
Guaranteed Subpeona
Kelley Kronenberg
Ladov Law Firm, P.C.
Law Office of Jacqueline A. Salcines
Law Offices of Richard A. Green
Norman M. Valz & Associates, P.C.
Prenovost, Normandin, Bergh & Dawe
Stone Harbor Processing Inc.
Weltman, Weinberg & Reis Co., LPA

Consultants

ALB Management
Beta Abigail Inc.
Eagle Six Consultants
Full Spectrum Processing
GEMJ Chehebar GRAT, LLC
Howard Greenberg
Isaac Shehebar
Lindsay Blake Inc.
Mac Mrkting LLC
New Field Ventures, LLC
B & R Services for Professionals, Inc.
Celsus Capital LLC
Magna Legal Services
Long & Foster Real Estate, Inc.

EXHIBIT 1

Complete Business Solutions Group, Inc.
Exhibit to Sworn Statement Listing Creditors (Investors)

Investors	Balance	Address
ABFP Income Fund 2	\$6,641,800.00	234 Mall Blvd Suite 270 King of Prussia, PA 19406
ABFP Income Fund 3 Parallel LLC	\$27,904,000.00	234 Mall Blvd Suite 270 King of Prussia, PA 19406
ABFP Income Fund 4 Parallel LLC	\$20,631,150.00	234 Mall Blvd Suite 270 King of Prussia, PA 19406
ABFP Income Fund 6 Parallel LLC	\$17,125,074.38	234 Mall Blvd Suite 270 King of Prussia, PA 19406
ABPF Income Fund Parallel LLC	\$18,324,690.00	234 Mall Blvd Suite 270 King of Prussia, PA 19406
AGM Capital Fund	\$44,617,265.58	5260 Merrick Road Massapequa, NY 11758
AGM Capital Fund 2	\$12,761,411.42	5260 Merrick Road Massapequa, NY 11758
Alan Candell	\$692,857.43	9705 Collins Ave. #405 Bal Harbor, FL 33154
Albert Chehebar	\$15,500,000.00	1407 Broadway Suite 503 New York, NY 10018
Albert E. Chehebar (Eddie)	\$175,000.00	2112 East 4th Street Brooklyn, NY 11223
Alvin Holdings	\$600,000.00	6029 Mendota Dr. Plano, TX 75024
Blue Stream Income Fund	\$1,899,950.00	11535 SW 67th Ave Portland, OR 97223
Cape Cod Income Fund	\$1,412,000.00	104 Crowell Rd Chatham, MA 02633
Capricorn Income Fund	\$201,000.00	21 West Front St Suite 300 Media, PA 19063
Capricorn Income Fund I Parallel LLC	\$18,493,211.16	21 West Front St Suite 300 Media, PA 19063
Cherie Chehebar (Eddie)	\$150,000.00	2112 East 4th Street Brooklyn, NY 11223
Dakota Joy Holdings ROTH LLC	\$1,500,000.00	205 Heritage Trail N Bellville, TX 77418
Dan Cistone	\$1,050,000.00	1471 Buck Hill Drive Southampton, PA 18966
Daniel O'Neill	\$1,190,000.00	1990 Springer Rd Harleysville, PA 19438
Danielle Halabi	\$500,000.00	2015 E 4th St Brooklyn, NY 11223
Ed Hurd	\$450,000.00	176 Helios Dr Apt 310 Jupiter, FL 33477
Equity Trust FBO Patrick Gibbons	\$1,065,000.00	1 Equity Way West Lake, OH 44145
Ezra Chehebar (Eddie)	\$3,981,250.00	1407 Broadway New York, NY 10018
Ezra Shehebar LLC (Zudy)	\$1,600,000.00	1407 Broadway Suite 503 New York, NY 10018
Fidelis Financial Planning	\$7,455,000.00	1615 Forum Place #500 West Palm Beach, FL 33401
Gamed LLC (Zudy)	\$2,000,000.00	1961 Ocean Parkway Brooklyn, NY 11223
Gary Nitsche	\$2,000,000.00	115 Centrene Lane Wilmington, DE 19801
GEMJ Chehebar (Jojo)	\$4,000,000.00	1407 Broadway, Suite 503 New York, NY 10018
GR8 Income Fund	\$1,380,000.00	2232 Page Road, Suite 204 Durham, NC 27703
Isaac Bennet Sales	\$2,000,000.00	1185 Caledonia Rd Toronto, Ontario M6A 2X1
Isaac Shehebar	\$15,000,000.00	1407 Broadway, Suite #503 New York, NY 10018
Jack Terzi	\$3,000,000.00	362 Fifth Avenue, 12th Fl New York, NY 10001
Jade Fund, LLC	\$201,000.00	1423 S. Howard St. Philadelphia, Pa 19147
Jax Fund	\$503,000.00	P.O. Box 143 Gladwyne, PA 19035
Jose Alves	\$650,000.00	1016 Gravel Hill road Southampton, PA 18966
Josef Chehebar (Jojo)	\$2,200,000.00	1430 Broadway Rm 704 New York, NY 10018
Joyce Chehebar (Eddie)	\$225,000.00	21124 East 4th Street Brooklyn, NY 11223
Karen Smith	\$675,000.00	9028 Villa Park Circle Dallas, TX, 75225
Lindsay Blake	\$325,000.00	11 Cayuga Ct. Springfield, NJ 07081
LWM Equity Fund	\$1,213,586.80	3087 Innovation Way Hermitage, PA 16148
LWM Income Fund 2	\$636,000.00	3087 Innovation Way Hermitage, PA 16148
LWM Income Fund Parallel LLC	\$4,884,473.00	3087 Innovation Way Hermitage, PA 16148
Mariner MCA Income Fund	\$4,325,735.00	108 Forest Hill Dr. Mail Stop D-2, Blakeslee, Pa 18610
Marivel Cartwright	\$500,000.00	20 Hornblende Lane, Willingboro, NJ 08046

Full Spectrum Processing, Inc.**Exhibit to Sworn Statement Listing All Employees and Job Description**

<u>Name</u>	<u>Department</u>	<u>Name</u>	<u>Department</u>
Aida Lau	Accounting	Robert Jones	Accounting
Alexandria Krzywicki	Consolidation	Ruoyi Lou	Accounting
Alyssa Canton	Processing	Samantha Pabon	Underwriting
Anthony Fazio	Collections	Samantha Wezowicz	Legal
Ariana Ratner	Receptionist	Scott Warren	Collections
Aubrey Brown	Collections	Seth Lendry	Collections
Ben Mannes	Compliance officer	Shane Wheeler	Collections
Brittany Braddock	Receptionist	Shariah Fontanez	Legal Admin.
Ceilia Goldberg	Collections	Shawnese Bey	Accounting
Corey Kalkanoglu	Legal	Steven Nguyen	Accounting
Danielle Loser	Collections	Tyler Long	Accounting
Darian Gallagher	Processing	Van Doggett	Accounting
David Holl	Associate Attorney	Victoria Villarose	Credit Committee
Deep Patel	Accounting	Wendy Lyday	Underwriting
Elizabeth Kelly	Admin Assistant	Yanhua Wu	Collections
Erin Miller	Processing	Yasmine Franqui	Processor
Hanna Taggart	Admin	Zach Knight	IT
James Geimer	Accounting		
James Klenk	Accounting		
Jamie McElhone	Underwriting		
Jennifer Dischert	Receptionist		
Jeremiah Aaron Luddeni	IT		
Jessica Staskweicz	Collections		
Jill McFarland	Consolidation		
Joe Cole	Accounting		
Joe Mack	Collections		
Katherin McClelland	Processing		
Kathleen Montessano	Web Dev		
Kevin Young	IT		
Layla O'Showy	Underwriting		
Lindsey Mahon	Collections		
Matthew Lee	Accounting		
Matthew Velahos	Collections		
Michaiah Martin	Collections		
Milad Finianos	Accounting		
Najah Jordan	Collections		
Paige Hantz	Processing		
Rachelle Mcstravog	Underwriting		

EXHIBIT 3