

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION

VELTRACON, LLC, a Florida limited
liability company, and JASON PITTACK,
an individual

Plaintiffs,

CASE NO.: 50-2021-CA-001203-XXXX-MB

v.

CORE NEXUS, LLC, a Montana limited liability
company, CORE NEXUS, LLC, a Florida limited
liability company, CORE NEXUS, LLC, an Alaskan
limited liability company, CORE NEXUS, LLC,
a Connecticut limited liability company, and
DANIEL LESIN,
an individual,

Defendants.

AMENDED COMPLAINT

Plaintiffs, VELTRACON, LLC, a Florida limited liability company, and JASON PITTACK., an individual domiciled in the state of Nebraska, by and through the undersigned attorney, hereby file their Amended Complaint against Defendants, CORE NEXUS, LLC, a Florida limited liability company, CORE NEXUS, LLC, a Montana limited liability company, CORE NEXUS, LLC, an Alaskan limited liability company, CORE NEXUS, LLC, a Connecticut limited liability company, and DANIEL LESIN, (“LESIN”) an individual and says:

JURISDICTION, VENUE AND PARTIES

1. This is an action for money damages which exceeds \$30,000.00, exclusive of interest or attorney fees and otherwise within this Court’s jurisdiction. This Court has personal jurisdiction over the Defendants because: (i) Defendants were operating, present and/or doing

business within this jurisdiction (FLA. STAT. §48.193(1)(a)(1)), (ii) upon information and belief Defendants caused injury to person(s) within this state (Veltracon) arising out of an act or omission by the Defendants outside this state and at or about the time of causing such injury Defendants were engaged in solicitation of service activities within this state (FLA. STAT. §48.193(6)(a)); (iii) Defendants' breaches and tortious activity occurred within this jurisdiction (FLA. STAT. §48.193(1)(a)(2) and (7); and (iv) Defendants were engaged in substantial and not isolated activity within this state (FLA. STAT. § 48.193(2)).

2. Venue is properly laid in this county pursuant to Section 47.011 *et seq.*, FLA. STAT. and 47.021, FLA. STAT., because one of more of the Defendants resided or were headquartered in Florida and because the cause of action accrued in Palm Beach County as set forth throughout this Complaint.

3. Plaintiff, VELTRACON, LLC, ("VELTRACON" or "Broker") is a Florida limited liability company with its principal place of business located in Palm Beach County, Florida.

4. Plaintiff, PITTACK, ("PITTACK" or Buyer") is an individual domiciled in the state of Nebraska.

5. Defendant, CORE NEXUS, LLC, a Florida limited liability company ("CORE FLORIDA") is a Florida limited liability company with a principal office located in Pinellas County, Florida and registered with the Florida Secretary of State on or about March 27, 2019. CORE FLORIDA was voluntarily dissolved effective April 2, 2020.

6. CORE FLORIDA is not a licensed "motor vehicle dealer" nor a "franchised motor vehicle dealer" nor an "independent motor vehicle dealer" as contemplated by Florida statute Section 320.27(1)(c).

7. Upon information and belief, at all material times, CORE FLORIDA operated a business for general consumers and the public for the sale of high-end luxury motor vehicles.

8. Upon information and belief, CORE FLORIDA conducts business throughout the United States of America, including with customers in the State of Florida.

9. Upon information and belief, CORE FLORIDA is a co-conspirator.

10. Upon information and belief, Defendant, CORE NEXUS, LLC, a Montana limited liability company (“CORE MONTANA”) is a Montana limited liability company organized and registered with the Montana Secretary of State on or about May 8, 2018.

11. CORE MONTANA is not registered as a foreign corporation or to do business in Florida with the Florida Secretary of State, Division of Corporations.

12. Upon information and belief, at all material times, CORE MONTANA operated a business for general consumers and the public for the sale of high-end luxury motor vehicles.

13. Upon information and belief, CORE MONTANA conducts business throughout the United States of America and Canada, including with customers in the State of Florida.

14. Upon information and belief, CORE MONTANA is not a licensed “motor vehicle dealer” as contemplated by Montana statute.

15. Upon information and belief, CORE MONTANA is a co-conspirator.

16. Upon information and belief, Defendant, CORE NEXUS, LLC, an Alaska limited liability company (“CORE ALASKA”) is an Alaskan limited liability company organized and registered with the Alaska Secretary of State on or about April 16, 2019.

17. CORE ALASKA is not registered as a foreign corporation or to do business in Florida with the Florida Secretary of State, Division of Corporations.

18. Upon information and belief, at all material times, CORE ALASKA operated a business for general consumers and the public for the sale of high-end luxury motor vehicles.

19. Upon information and belief, CORE ALASKA conducts business throughout the United States of America and Canada, including with customers in the State of Florida.

20. Upon information and belief, CORE ALASKA is not a licensed “motor vehicle dealer” as contemplated by Alaska statute.

21. Upon information and belief, CORE ALASKA is a co-conspirator.

22. Upon information and belief, Defendant, CORE NEXUS, LLC, a Connecticut limited liability company (“CORE CONNECTICUT” and collectively with CORE MONTANA, CORE ALASKA, and CORE FLORIDA, “CORE NEXUS”) is a Connecticut limited liability company organized and registered with the Connecticut Secretary of State on or about November 11, 2017.

23. CORE CONNECTICUT is not registered as a foreign corporation or to do business in Florida with the Florida Secretary of State, Division of Corporations.

24. Upon information and belief, at all material times, CORE CONNECTICUT operated a business for general consumers and the public for the sale of high-end luxury motor vehicles.

25. Upon information and belief, CORE CONNECTICUT conducts business throughout the United States of America and Canada, including with customers in the State of Florida.

26. Upon information and belief, CORE CONNECTICUT is not a licensed “motor vehicle dealer” as contemplated by Connecticut statute.

27. Upon information and belief, CORE CONNECTICUT is a co-conspirator.

28. Upon information and belief, Defendant, DANIEL LESIN (“LESIN”) is a resident of the state of New Jersey and is over the age of 18 and otherwise *sui juris*.

29. LESIN is sued individually because he was a direct participant in the improper dealings alleged herein and committed unlawful acts.

30. LESIN is also sued as the alter ego of CORE NEXUS.

31. Upon information and belief, LESIN, is not a licensed “motor vehicle dealer” nor a “franchised motor vehicle dealer” nor an “independent motor vehicle dealer” as contemplated by Florida Statute Section 320.27(1)(c), nor under Connecticut, Montana or Alaskan law. Upon information and belief, at all material times hereto, LESIN was the founder, operator and managing member of CORE ALASKA, CORE MONTANA and CORE FLORIDA. In addition, LESIN conducted business throughout the United States and Canada, including with customers in the State of Florida. LESIN is a co-conspirator.

32. Upon information and belief, LESIN is a managing member of CORE CONNECTICUT.

33. The Defendants CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, and CORE FLORIDA constitute a sophisticated, integrated and interrelated business enterprise that was at all material times, centrally controlled by a common set of officers, directors, and managers, including but not limited to LESIN.

34. LESIN, through his position as an officer, director, shareholder or manager of CORE NEXUS, sits at the epicenter of the centralized management and operation of the Defendants’ businesses where he exerts direct control over the Defendants’ CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, and CORE FLORIDA’s day-to-day operations.

35. Upon information and belief, assets of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and CORE FLORIDA are shared and comingled.

36. Upon information and belief, LESIN holds out CORE MONTANA, CORE ALASKA, CORE CONNECTICUT, and CORE FLORIDA to trade partners, consumers, and the general public as a single enterprise, repeatedly and purposely fails to identify which entity by specific state of organization is conducting business with trade partners, consumers, and the general public.

37. Since all roads lead to LESIN and the constellation of entities which he controls, Plaintiffs seek to impose alter ego liability, and to pierce the corporate veil of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and/or CORE FLORIDA to hold LESIN liable or to hold LESIN jointly and severally liable for action or inaction by CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and/or CORE FLORIDA, the corporate entities that he controls.

38. In essence, CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, CORE FLORIDA and LESIN are one-and-the-same.

39. Specifically, CORE ALASKA, CORE MONTANA, CORE CONNECTICUT and CORE FLORIDA are “alter-egos” of LESIN, who dominates and controls the business entities to further a fraudulent scheme and to further LESIN’s own personal financial interests.

40. Upon information and belief CORE MONTANA, CORE FLORIDA, CORE ALASKA, and CORE CONNECTICUT are a nationwide chain of business, with current locations in Helena, Montana, St. Petersburg, Florida, Juneau, Alaska, and Stratford, Connecticut, respectively.

41. Upon information and belief, LESIN maintained direct responsibility for all of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and CORE FLORIDA's strategic, financial, human resources and benefits functions and exercised control over all of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and CORE FLORIDA's business plans and decisions, including the decision to engage customers to purchase high-end luxury sports cars or allocations for same, such as the Plaintiff, PITTACK.

42. Notwithstanding corporate formalities, Defendants present a public image of a single enterprise.

43. Upon information and belief, of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and CORE FLORIDA's operations, decision-making, personnel and processes are inextricably intertwined and run at the direction of LESIN.

44. Defendants operate and hold themselves out to the public in Florida, individually, and in concert, under the singular trade name "Core Nexus, LLC."

45. Upon information and belief, at all material times to this litigation, LESIN actively directed and controlled the daily activities of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT, and CORE FLORIDA and totally dominated the operating subsidiary Defendant, to the extent that the operating subsidiary Defendants manifested no separate corporate interest of their own and functioned solely to achieve the purposes of LESIN as an individual, in that among other things:

- a. From 2018 through the present, LESIN is the sole listed member and managing member of Defendant, CORE MONTANA;
- b. Upon information and belief, LESIN is a member of CORE CONNECTICUT;

c. From 2019 through present, LESIN is the sole listed member and managing member of Defendant, CORE ALASKA; and

d. LESIN and Alexander LESIN, a non-party, are members and managing members of CORE FLORIDA. Upon information and belief, Non-Party Alexander LESIN is LESIN's father or otherwise closely related to LESIN.

46. Plaintiffs are informed and believe and thereon allege that Defendants are separately liable for the conduct alleged in this complaint.

47. In addition, and in the alternative, the Court should pierce the corporate veil between and among each of the Defendants and their agents, employees, managers, members, officers, directors, shareholders, and principals and any other appropriate companies or entities, and enter such other orders as are necessary to achieve justice in this case.

48. Plaintiffs are informed and believe and thereon allege that Defendants' agents, employees, managers, members, officers, directors, shareholders or principals of CORE MONTANA, CORE ALASKA, CORE CONNECTICUT and CORE FLORIDA commingled funds and assets, failed to observe the corporate form and corporate formalities, at times represented that the companies are mere alter egos, and failed to keep an arms-length relationship within and among those business entities.

49. Plaintiffs are informed and believe and thereon allege that the Defendants share(d) agents, employees, managers, members, officers, directors, shareholders, principals and offices.

50. Plaintiffs are informed and believe and thereon allege that the Defendants and the agents, employees, managers, members, officers, directors, shareholders or the principals of those business entities formed and structured the business entities and their operations to accomplish the unfair, fraudulent goals of obtaining the Funds (defined below) from PITTACK, that they failed

to timely make refund to PITTACK and insulating themselves from any liability for their dishonest conduct while profiting from that dishonest conduct- whether or not such profit was ultimately realized.

51. Upon information and belief, each Defendant herein was the agent of each other, and in doing or failing to do the things alleged in this complaint were acting within the scope of such agency.

52. At all times material hereto, LESIN was the agent and employee of each other Defendant herein named.

53. In doing the acts alleged herein, Defendants were acting within the course and scope of such agency and employment and at the direction, permission and consent of each other Defendant herein named.

54. Upon information and belief CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, and CORE FLORIDA are shell companies, conducting no business and having no assets and are the alter-ego of LESIN used to mislead creditors and to perpetrate fraud.

55. In addition to those persons and entities set forth as Defendants herein, there are likely other persons or entities who may be liable to Plaintiffs notwithstanding Plaintiffs currently lack specific facts to permit Plaintiffs to name such other persons or entities as party defendants. By not naming such persons or entities at this time, Plaintiffs are not waiving their right to amend this pleading to add such persons or entities, if any, as party-defendants at a later time should the facts learned through discovery warrant doing so.

56. All conditions precedent to initiating the instant action have occurred or have been waived.

GENERAL ALLEGATIONS

57. Annually, car manufacturer, Ferrari, makes certain vehicles and disburses a limited number of them to licensed dealers for sale to the public.

58. Ferrari also makes supercars which are offered to a select few loyal clients, identified as “Ambassadors.”

59. On or about September 18, 2018, Ferrari unveiled the Monza SP1 and SP2 supercar (“Vehicle”) stating only 499 units would be sold and the allocation (“Allocation”) for each of the 499 vehicles had already been assigned to Ambassadors.

60. The Vehicle is a rare and unique luxury model automobile and a limited-edition supercar.

61. Notably, an Allocation from Ferrari allows the owner of the Allocation to specify certain aspects of the Vehicle by creating a build on the Ferrari website¹. In accordance with Ferrari’s policy the Vehicles are sold under strict procedures and guidelines which include trade secrets. The policies, guidelines and procedures require a potential owner to, among other things, establish and maintain a relationship with Ferrari, maintain the economic ability to pay for similar luxury vehicles, and promise to own any vehicle purchased for a period not less than eighteen (18) months.

62. Upon information and belief, as early as July of 2019, LESIN began soliciting brokers and/or potential buyers in Florida for the sale of a Ferrari Monza SP2, claiming that he had an Allocation from Ferrari dealer, Wide World Ferrari-Maserati (“WWFM” or “Dealer”).

¹ Such as: whether one seat or two, exterior color, interior color, trim, accessories, etc.

63. Other than PITTACK, Plaintiffs are aware of at least two other consumers, JPCM, INC. and Element 6 Supercars, LLC (a Florida broker), that LESIN and the other Defendants were soliciting for the sale of a 2020 Ferrari Monza, for which LESIN was representing that he procured an Allocation from WWFM.

64. In fact, LESIN provided JPCM, INC. and Element 6 Supercars, LLC with a purchase order (“Grey Black Holdings Purchase Order”) for the 2020 Ferrari Monza.²

DEAL# 104613
CUST# 5514272877
PURCHASE ORDER

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

SALES PERSON JUSTIN STEWERT		DATE 12/13/2021	
BUYER/LESSEE GREY BLACK HOLDINGS LLC		CO-BUYER/CO-LESSEE N/A	
ADDRESS 415 N BENTON AVENUE		ADDRESS N/A	
CITY, STATE, ZIP HELENA, MT 59711		CITY, STATE, ZIP N/A	
PHONE # 551-427-2877	WORK # N/A	CELL # N/A	WORK # N/A
FAX # N/A		FAX # N/A	

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR 2020	MAKE FERRARI	MODEL MONZA SP1	RELEASE <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER
TYPE CV	COLOR N/A	TRIM N/A	CYL N/A
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with the agreement within 30 days after the estimated delivery date and delay is attributable to you.			
ESTIMATED DELIVERY DATE BY 01/01/2021		DEALER/REGISTRATION WIDE WORLD FERRARI MASERATI	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law §17-A if the principal prior use of the vehicle were as a police vehicle, taxcab, driver education vehicle or rental vehicle). Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxcab N/A , a driver education vehicle N/A , or a rental vehicle N/A .			
THE PRICE			
LEASE PAYMENT	VEHICLE PRICE		1750000.00
LEASE TERM	OPTIONAL DEALER INSTALLED EQUIPMENT		
G.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
THE TRADE-IN			
YEAR N/A	RELEASE N/A	MAKE N/A	MODEL N/A
YEAR N/A	EXPIRE DATE N/A	VIN N/A	COLOR N/A
TRADE-IN IS CLEAR OF ALL LIENS/EXCEPTS		AMOUNT OWED N/A	LESS TRADE-IN CREDIT - (Buyer see 1 and 2 on hand) N/A
		TRADE DIFFERENCE N/A	
		CASH PRICE 1750000.00	
TAXES AND OTHER FEES			
PH. AGENCY	PH. STATE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.	
ADDRESS		This fee is taxable on lease transactions only. 75.00	
PH. CO.		TOTAL TAXABLE AMOUNT	\$ 1750075.00
POLICY NO.		COUNTY	SALES TAX AT 9% N/A
It is a condition of this Purchase Order that Dealer has the right, in its sole discretion, to title and register the vehicle on behalf of the buyer in the appropriate state in the United States, and to collect and pay the appropriate sales and use tax, if and when due.		ESTIMATED TITLE, REGISTRATION AND INSPECTION FEES	12.50
LEASE DEPOSITS: Deposits on pending leases are refundable. If a lease agreement is not executed your deposit, including any trade-in, will be returned promptly.		NYS WASTE TIRE MANAGEMENT FEE \$ ___ OF NEW TIRES X 2.50 FOR \$ ___ N/A	N/A
If this motor vehicle is classified as a used motor vehicle, the dealer certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery.		TOTAL CASH PRICE	\$ 1750087.50
If you agree to assist me in obtaining financing for any part of the purchase price, this order shall not be binding upon you or me until all of the credit terms are presented to me in accordance with regulation "2" (truth-in-lending) and are accepted by me. If I do not accept the terms when presented, I may cancel this order and my deposit will be refunded.		LESS DEPOSIT	- 1750087.50
If the vehicle being ordered is in high demand and limited supply, Purchaser may be required to execute a Repurchase and Security Agreement.		LESS MANUFACTURER REBATE	- N/A
		PLUS VSI FEE	+ N/A
		PLUS BALANCE ON TRADE	+ N/A
		CASH-CERTIFIED CHECK-BANK CHECK	- N/A
		FINANCE AMOUNT	\$ N/A

SPECIAL NOTICE TO CONSUMER—UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN

² Upon information and belief, Grey Black Holdings, LLC is a Montana limited liability company owned, operated and/or controlled by LESIN

See Grey Black Holdings Purchase Order, **Exhibit 1**.

65. Critically, upon information and belief, the Grey Black Holdings Purchase Order was fraudulently manufactured by LESIN in furtherance of inducing JPCM, INC. and Element 6 Supercars, LLC into entering into an agreement and in furtherance of inducing JPCM, INC. to tendering substantial sums of money to LESIN and Defendants.

66. Indeed, JPCM, INC. filed a lawsuit against CORE NEXUS, LLC and LESIN based on a breach of a settlement agreement, the underlying facts of which, *breach of an allocation agreement for a 2020 Ferrari Monza SP2*, are eerily similar to the facts in the instant matter.

Filing # 110195025 E-Filed 07/14/2020 11:14:56 AM

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

JPCM, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO. _____
CORE NEXUS LLC, and)	
DANIEL LESIN,)	
)	
Defendants.)	
_____)	

COMPLAINT

Plaintiff JPCM, Inc. (“JPCM” or “Plaintiff”), by and through the undersigned counsel, brings this action against defendants Core Nexus LLC (“Core Nexus”) and Daniel Lesin (“Lesin”) (collectively, “Defendants”) for breach of contract, and in support alleges:

[. . .]

FACTUAL ALLEGATIONS

Allocation Agreement

9. On July 5, 2019, JPCM and Core Nexus entered into the Allocation Purchase Agreement ("Allocation Agreement"). Non-party Element 6 Supercars LLC ("Element") was a party to the Allocation Agreement for facilitating the transaction.

10. Pursuant to the Allocation Agreement, JPCM purchased the right, title, benefit and interest of Core Nexus "in and to the allocation of a 2020 Ferrari Monza SP2 from Wide World Ferrari-Maserati of Spring Valley, New York ("Wide World Ferrari")."

11. On or around July 9, 2019, JPCM fulfilled its obligations under the Allocation Agreement by sending a wire transfer of \$700,000.00 to Core Nexus.

12. JPCM also sent a wire transfer of \$25,000.00 to non-party Element for facilitating the purchase.

2

13. From July 2019 through February 2020, JPCM consistently requested that Core Nexus fulfill its obligations pursuant to the Allocation Agreement to no avail.

14. On or around February 10, 2020, JPCM learned that Core Nexus had no right, title, benefit, or interest in or to the allocation of a 2020 Ferrari Monza SP2 from Wide World Ferrari and that Core Nexus was in breach of the Allocation Agreement.

Arbitration Dispute Arising from Core Nexus's Breach of the Allocation Agreement

15. On or around March 3, 2020, JPCM received notification of an arbitration petition filed by Core Nexus against JPCM before the American Arbitration Association.

16. The arbitration petition admitted that Core Nexus could not deliver the 2020 Ferrari Monza SP2.

17. The arbitration petition requested declaratory relief against JPCM and a declaration that the Allocation Agreement was terminated.

See JPCM, INC. Complaint, **Exhibit 2**.

67. Indeed, in the arbitration complaint filed in Miami-Dade County, Florida by CORE NEXIS, CORE NEXUS outright admits that it was unable to deliver the Ferrari Monza.

FACTUAL ALLEGATIONS

5. On July 8, 2019, Core Nexus, JPMC and Element 6 entered into an Allocation Purchase Agreement (the “Agreement”) for the acquisition of a 2020 Ferrari Monza SP2 (the “Vehicle”). A true and correct copy of the Agreement is attached hereto as **Exhibit “A.”**

6. Pursuant to the Agreement, the Vehicle was to be delivered on or before December 31, 2020.

7. For a variety of reasons, it is impossible for Core Nexus to deliver the Vehicle as set forth in the Agreement.

8. Pursuant to Section 10(b), the Agreement may be terminated if any of the conditions in Section 5 have not been satisfied, which includes:

No demand, event or circumstance has occurred that would impair the completion of the Transaction in accordance with its terms...

See Agreement at §5(c).

9. ~~(As set forth above, Core Nexus is unable to deliver the vehicle as contemplated by the Agreement and therefore it is incapable of completing the transaction in accordance with its terms.)~~

See Arbitration Complaint, **Exhibit 3** at ¶ 9.

68. Upon information and belief, it is Defendants’ *modus operandi* to induce victims into entering into contractual agreements for the sale and purchase of high-end supercars in furtherance of inducing victims into tendering monetary deposits with Defendants in furtherance of Defendants’ fraudulent scheme to abscond with the monies while never tendering a supercar and never refunding the deposit monies.

69. To be sure, in addition to the instant matter (which will be discussed more in depth *infra*) and the JPCM, Inc. transaction. Plaintiffs are aware of at least one other victim of LESIN's perpetrated fraudulent scheme, *to wit*, Pagani of Beverly Hills.

70. In the lawsuit filed by Pagani Beverly Hills versus CORE NEXUS, LLC, LESIN, Alexander Lesin, and Does 1-20, Pagani alleges in substantial part:

GENERAL ALLEGATIONS

16
17 8. Plaintiff realleges and incorporates by reference each and every allegation contained in
18 paragraphs above.
19 9. On January 14, 2020, a written agreement was made between CORE, ALEXANDER, and
20 DANIEL both managing shareholders of CORE and PLAINTIFF.
21 11. On or about January 14th, 2020, Plaintiff gave \$300,000 cash to CORE, ALEXANDER and
22 DANIEL the managing shareholder of CORE after he had signed the contract.
23 12. Plaintiff, PAGANI BEVERLY HILLS has at all times performed the terms of the contract
24 in the manner specified by the contract, but defendants, CORE, DANIEL and ALEXANDER,
25 have failed and refused, and continue to refuse, to tender performance as required by the contract
26 #614103 in that they failed to deliver the Ferrari Monza.
27 13. Plaintiff requested multiple times repayment of the deposit which Plaintiff gave DANIEL
28 and CORE.
14. Plaintiff would speak to DANIEL, who would misrepresent that they would pay Plaintiff
back.

See Pagani Beverly Hills Complaint, Exhibit 4.

71. Again, the underlying facts of the Pagani Beverly Hills Complaint are *eerily similar* to the facts of the instant matter, *to wit*, inducing a victim into entering into an agreement with CORE NEXUS for a 2020 Ferrari Monza, inducing said victim into tendering a monetary deposit to CORE NEXUS, CORE NEXUS absconding with the monies and CORE NEXUS failing to deliver the Ferrari Monza, and CORE NEXUS failing to make a full refund of the deposit monies.

72. In late 2019, LESIN began soliciting the services of VELTRACON, a Florida supercar broker, located in Palm Beach County, Florida.

73. Specifically, LESIN solicited the services of VELTRACON to assist LESIN and the CORE NEXUS entities with selling the Vehicle, claiming (like LESIN did with respect to the JPCM, INC. and Pagani Beverly Hills) that LESIN received an Allocation for a 2020 Ferrari Monza SP2.

74. Specifically, LESIN provided VELTRACON with a purchase order for a 2020 Ferrari Monza SP2.

NOT A CERTIFIED COPY



Wide World Ferrari-Maserati
 101 East Route 59 • Spring Valley, NY 10977
 (845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
 CUST# 9177226336
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT		DATE 04/19/2019
BUYER/LESSEE ALDL LLC		CO-BUYER/CO-LESSEE N/A
ADDRESS P.O BOX 7967		ADDRESS N/A
CITY, STATE, ZIP MISSOULA, MT 59807		CITY, STATE, ZIP N/A
HOME #	WORK #	CELL #
N/A	N/A	N/A
EMAIL		EMAIL N/A

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR 2020	MAKE FERRARI	MODEL MONZA	MILEAGE N/A
TYPE CV		COLOR N/A	
TRIM N/A		CYL N/A	
VIN N/A		VIN N/A	
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.		Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.	
ESTIMATED DELIVERY DATE BY 01/01/2021		DELIVERY LOCATION WIDE WORLD FERRARI MASERATI	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxicab N/A , a driver education vehicle N/A , or a rental vehicle N/A .			
THE PRICE			
LEASE PAYMENT		VEHICLE PRICE	1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
C.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
THE TRADE-IN			
YEAR N/A	MILEAGE N/A	MAKE N/A	MODEL N/A
PLATE NO. N/A	EXP. DATE N/A	VIN N/A	COLOR N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OWED N/A	LESS TRADE-IN CREDIT - (Buyer see 1 and 2 on back) N/A
		TRADE DIFFERENCE N/A	CASH PRICE 1750000.00
TAXES AND OTHER FEES			
INS. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS			
INS. CO.			

See ALDL, LLC Purchase Order, Exhibit 5.³

75. Upon information and belief, the ALDL, LLC Purchase Order *is the same exact purchase order* as the Grey Black Holdings, LLC Purchase Order.

³ Upon information and belief, ALDL, LLC is a Montana limited liability company owned, operated and/or controlled by LESIN.

76. To be sure, the Deal number is the exact same number for the Grey Black Holdings,

LLC Purchase Order as the deal number for the ALDL, LLC Purchase Order – Deal # 104613

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
CUST# 917226336
PURCHASE ORDER

SALES PERSON: JUSTIN STEWERT
BUYER/LESSEE: GREY BLACK HOLDINGS LLC
ADDRESS: 415 N BENTON AVENUE
CITY, STATE, ZIP: HELENA, MT 59711
PHONE: 551-427-2877

DATE: 12/13/2019
COPIES/PROCESSED: N/A
ADDRESS: N/A
CITY, STATE, ZIP: N/A
HOME 1: N/A WORK 1: N/A CELL 1: N/A
EMAIL: N/A

THE TRANSACTION
ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE):

YEAR	MAKE	MODEL	MILEAGE	NEW	USED	DEMONSTRATOR	FORMER LEASE/RENTAL	CLEANER
2020	FERRARI	MONZA SP1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SALES DEPOSITS: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.

DELIVERY DATE: BY 01/01/2021
DELIVERY LOCATION: WIDE WORLD FERRARI MASERATI

LEASE PAYMENT: 1750000.00
LEASE TERM: N/A
C.O.D.: N/A
LEASE END VALUE: N/A
MILEAGE ALLOWANCE: N/A
ONE-TIME PAYMENT AMOUNT: N/A

TRADE-IN: N/A

VEHICLE PRICE: 1750000.00
CASH PRICE: 1750000.00

TAXES AND OTHER FEES: 75.00

Wide World Ferrari-Maserati
121 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
CUST# 917226336
PURCHASE ORDER

SALES PERSON: JUSTIN STEWERT
BUYER/LESSEE: ALDL, LLC
ADDRESS: P.O. BOX 7867
CITY, STATE, ZIP: MISSOULA, MT 59807
PHONE: N/A

DATE: 04/13/2019
COPIES/PROCESSED: N/A
ADDRESS: N/A
CITY, STATE, ZIP: N/A
HOME 1: N/A WORK 1: N/A CELL 1: N/A
EMAIL: N/A

THE TRANSACTION
ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE):

YEAR	MAKE	MODEL	MILEAGE	NEW	USED	DEMONSTRATOR	FORMER LEASE/RENTAL	CLEANER
2020	FERRARI	MONZA		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SALES DEPOSITS: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.

DELIVERY DATE: BY 01/01/2021
DELIVERY LOCATION: WIDE WORLD FERRARI MASERATI

LEASE PAYMENT: 1750000.00
LEASE TERM: N/A
C.O.D.: N/A
LEASE END VALUE: N/A
MILEAGE ALLOWANCE: N/A
ONE-TIME PAYMENT AMOUNT: N/A

TRADE-IN: N/A

VEHICLE PRICE: 1750000.00
CASH PRICE: 1750000.00

TAXES AND OTHER FEES: 75.00

See Grey Black Holdings, LLC Purchase Order and ALDL, LLC Purchase Order, **Exhibit 1** and **Exhibit 5**, respectively.

77. Upon information and belief, LESIN fabricated and manipulated the ALDL, LLC Purchase Order in order to induce PITTACK into entering into the Purchase Agreement and into tendering deposit monies to Defendants.

78. On November 15, 2019, the parties began negotiations for the Vehicle Allocation.

79. At that time, Defendants presented VELTRACON and PITTACK with a copy of an alleged wire transfer dated March 21, 2019, from Defendants to Wide World Ferrari-Maserati (“WWFM” or “Dealer”) reflecting a deposit in the amount of \$500,000.00 (“March 2019 Deposit Wire”). A copy of the March 2019 Deposit Wire is attached hereto as **Exhibit 6**.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page. Things you can do

Account Details

Wire to **Wide World Ferrari Maserati (...7533)**
Wire from **CORE NEXUS LLC (...2931)**

Wire Details - Sender

Wire amount **500000.00 U.S. Dollars (USD)**
Scheduled On **03/21/2019 at 08:31 PM ET**
Wire date **03/22/2019**
Message to recipient **Monza Deposit 1**
Message/instructions to recipient bank
Memo

Status **Completed**
Submitted by **Administrator on 3/21/2019 8:31:13 PM**
Last modified by **Not Available on 3/22/2019 4:10:28 AM**
Approved by **Not Available**

Wire Activity

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE
<https://secure07c.chase.com/web/ush/dashboard/dashboard/misc/details/index?param=scheduleofwire> 1/2

See id.

80. Upon information and belief, Defendants fraudulently manufactured the March 2019 Deposit Wire.

81. Indeed, upon information and belief, WWFM never received \$500,000.00 from LESIN and/or CORE NEXUS on March 21, 2019 as a deposit for the Vehicle.

82. Upon information and belief, Defendants fraudulently manufactured the March 2019 Deposit Wire to WWFM in order to induce VELTRACON to help LESIN and CORE NEXUS find a “potential buyer” for the Vehicle.

83. Upon information and belief, Defendants fraudulently manufactured the March 2019 Deposit Wire to WWFM in furtherance of inducing PITTACK into entering into a contract for the purchase and sale of the Vehicle with Defendants and in furtherance of inducing PITTACK into tendering a deposit of monies.

84. PITTACK, relying on LESIN's representations that he had an allocation for a 2020 Ferrari Monza SP2 and that CORE NEXUS made an initial deposit of \$500,000.00 to WWFM (a reputable Ferrari dealer), entered into a VELTRACON Purchase Agreement ("Purchase Agreement") with Defendants on or about November 18, 2019. *See* Purchase Agreement, **Exhibit 7**.

85. The Purchase Agreement outlined certain terms and conditions related to a Ferrari Monza buildable allocation wherein, LESIN, either individually or through CORE NEXUS, offered a build slot for the Ferrari Monza SP2.

86. The Purchase Agreement states in pertinent part: "[PITTACK] and [CORE NEXUS] understand that [CORE NEXUS] will spec the [Ferrari] Monza with the available options offered by Ferrari on behalf of [PITTACK]." *See id.*

87. LESIN represented to PITTACK and VELTRACON that LESIN had already obtained verification of the allocation from Ferrari.⁴

88. Indeed, the Purchase Agreement states in pertinent part: "[PITTACK] understands that the allocations will deliver in Core Nexus LLC name." *id.*

89. Many terms contained within the Purchase Agreement, such as delivery date and total purchase price, were contingent upon Ferrari.

90. For instance, according to the terms of the Purchase Agreement the purchase price for the Vehicle would be determined by the Manufacture Suggested Retail Price ("MSRP") less deposits made.

⁴ Implying LESIN and CORE NEXUS were one of the 499 Ambassadors assigned an allocation for a build slot of the Vehicle.

91. Furthermore, according to the terms of the Purchase Agreement, PITTACK was to make two payments.

92. Specifically, the Purchase Agreement states the following regarding PITTACK's required payments:

CONDITIONS OF PAYMENT

The parties agree on the following conditions:

1. First payment of USD \$500,000.00 (Five Hundred Thousand Dollars) is to be paid to the seller with in 48 hours of contract approval and signature. This payment acts as the initial deposit made by the seller to Ferrari. To the seller, said deposit is nonrefundable should the buyer not carryout the sale. To the buyer, said deposit is fully refundable should the seller not deliver the object of sale.
2. Second payment of the remaining balance of MSRP less the initial deposit of \$500,000.00 is due upon delivery of the vehicle.

See Purchase Agreement, **Exhibit 7** at pg. 2.

93. On November 19, 2019, PITTACK received a loan from Woodhouse Lincoln-Mercury, Inc.⁵ ("Woodhouse"), wherein Woodhouse agreed to wire CORE NEXUS \$500,000.00 on behalf of PITTACK and to wire \$10,000.00 to VELTRACON for their broker fee, and PITTACK agreed to repay Woodhouse.

94. In this regard, on November 19, 2019, Woodhouse, on PITTACK's behalf wired CORE NEXUS an initial deposit of \$500,000.00. See Woodhouse wire to CORE NEXUS of initial deposit, **Exhibit 9**.

⁵ Critical to point out is that PITTACK is a director of Woodhouse Lincoln-Mercury, Inc. See **Exhibit 8**.

Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

Outgoing Transfer Information	
Fed Acceptance Date:	IMAD: 20191119GMQFMP01006525
Fed Acceptance Time:	OMAD: 20191119B1QGC01R02963911191215FT03
Effective Date:	2019-11-19T00:00:00
Debit Account Number:	Sender Institution:
Debit Account Type:	Sender Institution Name:
Amount:	Demand Deposit Upload Date: 2019-11-19T11:12:00
Beneficiary:	Originator: WOODHOUSE LINCOLN MERCURY INC
Beneficiary Address 1:	Originator Address 1:
Beneficiary Address 2:	Originator Address 2:
Beneficiary Address 3:	Originator Address 3:
Beneficiary Institution:	Originating Institution:
Beneficiary Institution Name:	Originating Institution Name:
Beneficiary Institution Address 1:	Originating Institution Address 1:
Beneficiary Institution Address 2:	Originating Institution Address 2:
Beneficiary Institution Address 3:	Originating Institution Address 3:
Beneficiary Account:	Receiver Institution:
Beneficiary Account Type:	Receiver Institution Name: 021000021
Wire Number:	Originator to Beneficiary Info 1: JPMCHASE
Wire Status:	Originator to Beneficiary Info 2:
	Originator to Beneficiary Info 3:
	Originator to Beneficiary Info 4:

See Woodhouse wire to CORE NEXUS of initial deposit, Exhibit 9.

95. Notably, Woodhouse, on PITTACK's behalf, wired CORE NEXUS the initial deposit of \$500,000.00 to the same bank account (ending in [REDACTED]) from which CORE NEXUS purportedly made the March 2019 Wire Deposit to WWFM for the allocation of the Vehicle.

Wire to Wide World Ferrari Maserati (...7533)
Wire from CORE NEXUS LLC (...2931)

See March 2019 Wire Deposit, Exhibit 6.

Beneficiary Account: [REDACTED] 2931
Beneficiary Account Type: Demand Deposit
Wire Number: 148558
Wire Status: Complete

See Woodhouse wire to CORE NEXUS of initial deposit, Exhibit 9.

96. Moreover, the amount to be paid by the PITTACK to VELTRACON for brokering the transaction was absent from the Purchase Agreement. A copy of the November 15, 2019 text

message exchange between PITTACK and VELTRACON is attached hereto as **Composite Exhibit 10.**⁶

97. In accordance with the unwritten terms of the Purchase Agreement, PITTACK paid \$10,000.00 to VELTRACON.

98. Specifically, on November 19, 2019, Woodhouse, on PITTACK's behalf paid VELTRACON \$10,000.00. *See* Woodhouse wire to VELTRACON, **Exhibit 11.**

Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

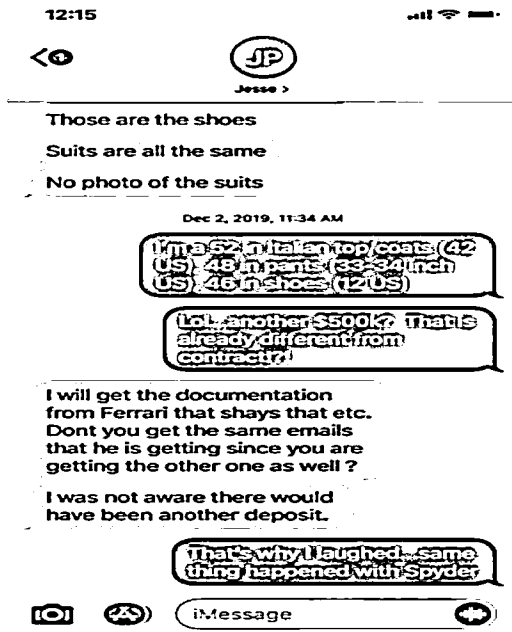
Outgoing Transfer Information	
Fed Acceptance Date:	IMAD: 20191119GMQFMP01006524
Fed Acceptance Time:	OMAD: 20191119B6B7HU4R00671911191215FT03
Effective Date:	2019-11-19T00:00:00
Debit Account Number:	Sender Institution:
Debit Account Type:	Sender Institution Name:
Amount:	Upload Date: 2019-11-19T11:10:00
Beneficiary:	Originator:
Beneficiary Address 1:	Originator Address 1: WOODHOUSE LINCOLN MERCURY INC
Beneficiary Address 2:	Originator Address 2: 12325 EMMET ST
Beneficiary Address 3:	Originator Address 3: OMAHA NE 68164
Beneficiary Institution:	Originating Institution:
Beneficiary Institution Name:	Originating Institution Name:
Beneficiary Institution Address 1:	Originating Institution Address 1:
Beneficiary Institution Address 2:	Originating Institution Address 2:
Beneficiary Institution Address 3:	Originating Institution Address 3:
Beneficiary Account:	Receiver Institution:
Beneficiary Account Type:	Receiver Institution Name: 026009593
Wire Number:	Originator to Beneficiary Info 1: BK AMER NYC
Wire Status:	Originator to Beneficiary Info 2:
	Originator to Beneficiary Info 3:
	Originator to Beneficiary Info 4:

See Woodhouse wire to VELTRACON, **Exhibit 11.**

99. From November 19, 2019, through November 25, 2019, LESIN, through VELTRACON requested the build specifications for the Vehicle and the accessories for the Vehicle from PITTACK. A copy of the November 19-25, 2019 text message exchange between PITTACK and VELTRACON is attached hereto as **Composite Exhibit 12**

100. On or about December 2, 2019, LESIN requested that PITTACK make a second deposit of \$500,000.00, representing to PITTACK, through VELTRACON that LESIN and CORE NEXUS was making or made a second deposit to WWFM for the Vehicle. *See* text messages dated December 2, 2019, and December 9, 2019, **Exhibit 13.**

⁶ **Composite Exhibit 10** demonstrates the agreed upon amount to be paid by PITTACK to VELTRACON and the allocation for the Vehicle was buildable.



See *id.*

101. In furtherance of making a demand for a second deposit of \$500,000.00, LESIN presented VELTRACON and PITTACK with a copy of an alleged wire transfer dated December 5, 2019, from Defendants to WWFM reflecting a *second* deposit in the amount of \$500,000.00 (“December 2019 Deposit Wire”). A copy of the December 2019 Deposit Wire is attached hereto as **Exhibit 14**.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)
Wire from CORE NEXUS LLC (...2931)
Amount \$500,000.00 USD (U.S. Dollar)
Wire fee See analysis statement
Total wire cost \$500,000.00 USD (U.S. Dollar)
Wire date Dec 5, 2019
Status Completed
Status date Dec 5, 2019

Message to recipient Monza Deposit 2
Message to recipient bank None
Memo None
Submitted by Administrator
Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See copy of the December 2019 Deposit Wire, Exhibit 14.

102. Upon information and belief, Defendants fraudulently manufactured the December 2019 Deposit Wire.

103. Indeed, upon information and belief, WWFM never received \$500,000.00 from LESIN and/or CORE NEXUS on December 5, 2019 as a *second* deposit for the Vehicle.

104. Upon information and belief, Defendants fraudulently manufactured the December 2019 Deposit Wire to WWFM in furtherance of inducing PITTACK into tendering an additional \$500,000.00 to Defendants.

105. PITTACK, reasonably relying on LESIN's representations that CORE NEXUS made a *second* deposit of \$500,000.00 to WWFM, received a second loan of \$500,000.00 from Woodhouse.

106. In this regard, on December 9, 2019, received a *second* loan from Woodhouse, wherein Woodhouse agreed to wire CORE NEXUS an *additional* \$500,000.00 on behalf of PITTACK and PITTACK agreed to repay Woodhouse.

107. On December 9, 2019, Woodhouse, on PITTACK's behalf wired CORE NEXUS a *second* deposit of \$500,000.00. See Woodhouse wire to CORE NEXUS of *second* deposit, **Exhibit 15.**

Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

Outgoing Transfer Information	
Fed Acceptance Date:	IMAD: 20191209GMQFMP01017288
Fed Acceptance Time:	DMAD: 20191209B1QGC01R06022612091603FT01
Effective Date:	2019-12-09T00:00:00 Sender Institution:
Debit Account Number:	Sender Institution Name:
Debit Account Type:	Upload Date: 2019-12-09T14:22:00
Amount:	Demand Deposit 500,000.00 Originator:
Beneficiary:	CORE NEXUS LLC Originator Address 1:
Beneficiary Address 1:	235 HENRY AVE UNIT 221 Originator Address 2:
Beneficiary Address 2:	STRATFORD CT 06614 Originator Address 3:
Beneficiary Address 3:	Originating Institution:
Beneficiary Institution:	Originating Institution Name:
Beneficiary Institution Name:	Originating Institution Address 1:
Beneficiary Institution Address 1:	Originating Institution Address 2:
Beneficiary Institution Address 2:	Originating Institution Address 3:
Beneficiary Institution Address 3:	Receiver Institution:
Beneficiary Account:	2931 Receiver Institution Name:
Beneficiary Account Type:	Demand Deposit 149727 Originator to Beneficiary Info 1:
Wire Number:	Complete Originator to Beneficiary Info 2:
Wire Status:	Originator to Beneficiary Info 3:
	Originator to Beneficiary Info 4:

See Woodhouse wire to CORE NEXUS of *second* deposit, **Exhibit 15.**

108. Notably, Woodhouse, on PITTACK's behalf, wired CORE NEXUS the *second* deposit of \$500,000.00 to the same bank account (ending in [REDACTED]) from which CORE NEXUS purportedly made the December 2019 Wire Deposit to WWFM for the allocation of the Vehicle.

Wire to Wide World Ferrari (...7533)
Wire from CORE NEXUS LLC (...2931)
Amount: \$500,000.00 USD (U.S. Dollar)
Wire fee: See analysis statement
Total wire cost: \$500,000.00 USD (U.S. Dollar)
Wire date: Dec 5, 2019
Status: Completed

See December 2019 Wire Deposit, **Exhibit 14.**

Beneficiary Institution Address 3:
Beneficiary Account:
Beneficiary Account Type:
Wire Number:
Wire Status:

██████████ 2931
Demand Deposit
149727
Complete

See Woodhouse wire to CORE NEXUS of *second* deposit, **Exhibit 15.**

109. Woodhouse, on PITTACK’s behalf made two deposits to Defendants, each in the amount of \$500,000.00, for a total deposit of \$1,000,000.00 (hereinafter referred to as the “Funds”).

110. The Purchase Agreement left other details to be determined as required and requested by Ferrari at the time the Vehicle would be put into production for the build, including any additional deposits required by Ferrari.

111. From January through May 2020, PITTACK, either through VELTRACON or directly to LESIN requested updates on the Vehicle. A copy of the text message exchange between PITTACK and VELTRACON and PITTACK and LESIN is attached hereto as **Composite Exhibit 16.**

112. In accordance with the written terms of the Purchase Agreement PITTACK would accept delivery in the name of “Core Nexus LLC” and “[LESIN] agrees to give Core Nexus, LLC over to the [PITTACK] making [PITTACK] sol [sic] owner of the LLC.” See Purchase Agreement, **Exhibit 7**.

113. Prior to execution of the Purchase Agreement, LESIN through VELTRACON, represented to PITTACK to expect delivery of the Vehicle in Spring 2020.

114. On December 2, 2019, Defendants through VELTRACON, represented to PITTACK that production would begin earlier than anticipated by the parties, in the winter of 2019.

115. In May 2020⁷, Defendants stated directly to PITTACK that delivery of the Vehicle was intended at the end of the year 2020. A copy of the text message exchange is attached hereto as **Composite Exhibit 17**.

116. Upon information and belief, Defendants created and fabricated the March 2019 Deposit Wire and the December 2019 Deposit Wire in order to induce PITTACK to entering into the Purchase agreement, to induce PITTACK to give the Funds via wire transfer to Defendants.

117. Upon information and belief, at all times material hereto, Defendants never had an allocation for the Vehicle and never had the intent on delivering the Vehicle to PITTACK.

118. Upon information and belief, at all times material hereto LESIN intended to abscond with the Funds without the intent to deliver the Vehicle as contemplated in the Purchase Agreement

⁷ Ferrari halted production on or about March 16, 2020 due to COVID-19. In March 2020 Italy had the second largest number of confirmed cases in the world. Ferrari did not begin production of the Vehicles until May 9, 2020 after a seven-week shutdown across the country.

119. Upon information and belief, at all times material hereto, LESIN never had the intent to fully refund the Funds to PITTACK.

120. To date, despite demand Defendants have failed or refused to deliver the Vehicle to PITTACK or return the Funds to PITTACK and/or Woodhouse on PITTACK's behalf. A copy of the text message exchange PITTACK and LESIN is attached hereto as **Composite Exhibit 18**.

121. In breach of the Purchase Agreement LESIN has failed to give CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and/or CORE MONTANA over to the PITTACK as contemplated in the Purchase Agreement.

122. Upon information and belief, LESIN fraudulently transferred all assets held by CORE FLORIDA, CORE MONTANA, CORE CONNECTICUT and/or CORE ALASKA to himself or others in a contumacious effort to avoid collectable judgments against CORE FLORIDA, CORE CONNECTICUT, CORE MONTANA and/or CORE ALASKA.

123. In the alternative, LESIN, notwithstanding the terms of the Purchase Agreement, did not intend CORE FLORIDA, CORE MONTANA, CORE CONNECTICUT and/or CORE ALASKA to hold the Vehicle as an asset.

124. The Purchase Agreement also states in pertinent part:

PENALTIES FOR BREACH OF CONTRACT

If seller does not delivery the object of sale to the buyer due to the sellers own personal reasons (backing out of the sale or selling to someone else) there will be a penalty of **USD \$500,000.00** to be paid to the buyer. Penalty payment will be due the same day as buyers first payment is refunded.

See Purchase Agreement, **Exhibit 7**.

125. Defendants have been unresponsive to both VELTRACON and PITTACK since May 2020.

126. Upon information and belief, Defendants have attempted to sell the Vehicle to a third party, JPCM, Inc. and/or Pagani of Beverly Hills, thereby initiating the Penalty Provision contained in the Purchase Agreement.

127. Upon information and belief, on or about July 2019, Defendants executed an allocation agreement for the same Vehicle (a 2020 Ferrari Monza SP2) with third parties JPCM, Inc., the buyer, and Element 6 Supercars, LLC (a Florida broker) and presented JPCM, Inc. and Element 6 Supercars, LLC with the March 2019 Deposit Wire and December 2019 Deposit Wire, which were provided to VELTRACON and PITTACK.

128. According to public records, this agreement resulted in arbitration and a case being filed in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida Case 2020-014744-CA-01, for Defendants' material breach of the settlement agreement reached with JPCM, Inc. *See* JPCM, INC. Complaint, **Exhibit 2**.

129. Likewise, upon information and belief, on or about July 14, 2020, Defendants executed an allocation agreement for the same Vehicle (a 2020 Ferrari Monza SP2) with Pagani of Beverly Hills. *See* Pagani of Beverly Hills Complaint, **Exhibit 4**.

11 | 19. The failure and refusal of defendants, CORE, and DANIEL, to perform their obligations
12 | under the contract has severely damaged Plaintiff financially.
13 | 20. Further, DANIEL made a representation that the money that Plaintiff was giving a deposit
14 | was to be used to buy the Ferrari Monza #104613.

Id. at ¶ 20.

130. Again the deal number or purchase order number for both the instant matter (ALDL, LLC Purchase Order) and the JPCM, Inc. transaction (Grey Black Holdings, LLC Purchase Order) **both use the same exact deal number** that was used in the Pagani of Beverly Hills transaction – **104613**.

WIDE WORLD FERRARI-MASERATI		DEAL# 104613 CUST# 5514272877 PURCHASE ORDER	
SALES PERSON: JUSTIN STEWERT		DATE: 04/19/2019	
BUYER/LESSEE: GREY BLACK HOLDINGS LLC		CO-BUYER/CO-LESSEE: N/A	
ADDRESS: 415 N BENTON AVENUE		ADDRESS: N/A	
CITY, STATE, ZIP: HELENA, MT 59711		CITY, STATE, ZIP: N/A	
HOME # 551.427.2877		HOME # N/A	
CELL #		CELL # N/A	
FAX #		FAX # N/A	
THE TRANSACTION			
ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE):			
YEAR: 2020	MAKE: FERRARI	MODEL: MONZA SP1	MILEAGE: 0
TYPE: COUPE	DRIVE: 2WD	STATUS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> CLOAKER	
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.			
Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.			
ESTIMATED DELIVERY DATE: BY 01/01/2021		DELIVERY LOCATION: WIDE WORLD FERRARI MASERATI	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxcab, driver education vehicle or rental vehicle) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle <input type="checkbox"/> N/A, a taxcab <input type="checkbox"/> N/A, a driver education vehicle <input type="checkbox"/> N/A, or a rental vehicle <input type="checkbox"/> N/A.			
LEASE PAYMENT		VEHICLE PRICE: 175000.00	
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
C.O.D.		N/A	
LEASE END VALUE		N/A	
MILEAGE ALLOWANCE		N/A	
ONE-TIME PAYMENT AMOUNT		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
THE TRADE-IN			
YEAR: N/A	MILEAGE: N/A	MAKE: N/A	MODEL: N/A
PLATE NO: N/A	EXP. DATE: N/A	VEH: N/A	VEH: N/A
TRADE-IN CLEAR OF ALL LIENS EXCEPT ANNUAL CHARGES		TRADE DIFFERENCE: N/A	
N/A		CASH PRICE: 175000.00	
TRADE-IN CLEAR OF ALL LIENS EXCEPT ANNUAL CHARGES		N/A	
TRADE DIFFERENCE: N/A		CASH PRICE: 175000.00	
TAXES AND OTHER FEES			
REG. AGENT: PHONE:		Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS:		This fee is taxable on lease transactions only.	
CITY, STATE, ZIP:		75.00	
PHONE NO.:			

WIDE WORLD FERRARI-MASERATI		DEAL# 104613 CUST# 917228336 PURCHASE ORDER	
SALES PERSON: JUSTIN STEWERT		DATE: 04/19/2019	
BUYER/LESSEE: ALDL, LLC		CO-BUYER/CO-LESSEE: N/A	
ADDRESS: P.O. BOX 7967		ADDRESS: N/A	
CITY, STATE, ZIP: MISSOULA, MT 59807		CITY, STATE, ZIP: N/A	
HOME #		HOME # N/A	
CELL #		CELL # N/A	
FAX #		FAX # N/A	
THE TRANSACTION			
ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE):			
YEAR: 2020	MAKE: FERRARI	MODEL: MONZA	MILEAGE: 0
TYPE: COUPE	DRIVE: 2WD	STATUS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> CLOAKER	
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.			
Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.			
ESTIMATED DELIVERY DATE: BY 01/01/2021		DELIVERY LOCATION: WIDE WORLD FERRARI MASERATI	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxcab, driver education vehicle or rental vehicle) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle <input type="checkbox"/> N/A, a taxcab <input type="checkbox"/> N/A, a driver education vehicle <input type="checkbox"/> N/A, or a rental vehicle <input type="checkbox"/> N/A.			
LEASE PAYMENT		VEHICLE PRICE: 175000.00	
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
C.O.D.		N/A	
LEASE END VALUE		N/A	
MILEAGE ALLOWANCE		N/A	
ONE-TIME PAYMENT AMOUNT		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
THE TRADE-IN			
YEAR: N/A	MILEAGE: N/A	MAKE: N/A	MODEL: N/A
PLATE NO: N/A	EXP. DATE: N/A	VEH: N/A	VEH: N/A
TRADE-IN CLEAR OF ALL LIENS EXCEPT ANNUAL CHARGES		TRADE DIFFERENCE: N/A	
N/A		CASH PRICE: 175000.00	
TRADE-IN CLEAR OF ALL LIENS EXCEPT ANNUAL CHARGES		N/A	
TRADE DIFFERENCE: N/A		CASH PRICE: 175000.00	
TAXES AND OTHER FEES			
REG. AGENT: PHONE:		Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS:		This fee is taxable on lease transactions only.	
CITY, STATE, ZIP:		75.00	
PHONE NO.:			

See Grey Black Holdings, LLC Purchase Order and ALDL, LLC Purchase Order, Exhibit 1 and Exhibit 5, respectively.

131. In the alternative, Defendants have, for personal reasons, backed out of the sale of the Vehicle to PITTACK thereby triggering the penalty provision of the Purchase Agreement.

132. In any event, at this time, the Vehicle has not been delivered to PITTACK.

133. Furthermore, Defendants have failed to return the Funds to PITTACK.

134. Defendants have also failed to pay PITTACK an additional \$500,000, in accordance with the penalty provision of the Purchase Agreement.

135. Moreover, on or about February 9, 2021, VELTRACON fully refunded the \$10,000.00 back to PITTACK or back to Woodhouse on PITTACK's behalf.

136. All conditions precedent to the relief demanded herein have been waived, have been performed or have occurred.

137. Given the egregious nature of Defendants conduct, Plaintiffs expressly reserve the right to move this Court for leave to add a claim for punitive damages at a later time.

138. Plaintiffs have retained the services of the undersigned law firm and have agreed to pay attorneys' fees and costs for the services rendered.

COUNT I – BAD FAITH BREACH OF CONTRACT
BY PITTACK AGAINST CORE MONTANA

139. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

140. At all times material hereto, there was a valid contract between CORE MONTANA and PITTACK. *See* Purchase Agreement, **Exhibit 7**.

141. The material terms of the Purchase Agreement are set forth in the General Allegations (Paragraphs 1 through 138) which are realleged and incorporated herein.

142. Likewise, the material terms of the Purchase Agreement are set forth in the document itself, which is attached as **Exhibit 7**, and incorporated herein.

143. PITTACK has fully performed in accordance with the written terms of the Purchase Agreement and unwritten terms of the Purchase Agreement.

144. This notwithstanding, CORE MONTANA has materially breached the Purchase Agreement.

145. CORE MONTANA materially breached the Purchase Agreement by among other things: (1) attempting to sell the Vehicle to third-parties, JPCM, Inc. and Pagani of Beverly Hills; (2) failing to deliver the Vehicle; (3) failing to make PITTACK sole owner of Core Nexus, LLC,

the entity holding the Vehicle as an asset; and (4) failing to return the Funds and failure to pay the penalty provision of the Purchase Agreement.

146. CORE MONTANA's material breaches of the Purchase Agreement were done in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

147. Specifically, CORE MONTANA, through LESIN acting on behalf of himself and/or CORE MONTANA represented false statements of material facts to PITTACK.

148. In November of 2019, CORE MONTANA, through LESIN acting on behalf of himself and/or on behalf of CORE MONTANA, falsely stated/represented to Plaintiffs that CORE MONTANA had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

149. CORE MONTANA, through LESIN acting on behalf of himself and/or on behalf of CORE MONTANA, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.



Wide World Ferrari-Maserati
 101 East Route 59 • Spring Valley, NY 10977
 (845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
 CUST# 9177226336
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT	DATE 04/19/2021
BUYER/LESSEE ALDL, LLC	CO-BUYER/CO-LESSEE N/A
ADDRESS P.O BOX 7967	ADDRESS N/A
CITY, STATE, ZIP MISSOULA, MT 59807	CITY, STATE, ZIP N/A
HOME # WORK #	CELL # WORK #
EMAIL N/A	EMAIL N/A

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR 2020	MAKE FERRARI	MODEL MONZA	MILEAGE N/A
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER			
TYPE CV	COLOR N/A	TRIM N/A	CYL. N/A
CV		VIN N/A	
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.		Used Vehicle Disclosure Statement— The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.	
ESTIMATED DELIVERY DATE BY 01/01/2021		DELIVERY LOCATION WIDE WORLD FERRARI MASERATI	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxicab N/A , a driver education vehicle N/A , or a rental vehicle N/A .			
THE PRICE			
LEASE PAYMENT		VEHICLE PRICE	1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
G.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
THE TRADE-IN			
YEAR N/A	MILEAGE N/A	MAKE N/A	MODEL N/A
PLATE NO. N/A	EXP. DATE N/A	VIN N/A	COLOR N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OFFERED N/A	LESS TRADE-IN CREDIT - (Enter one 1 and 2 on back) N/A
		TRADE DIFFERENCE N/A	CASH PRICE 1750000.00
TAXES AND OTHER FEES			
REG. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS			
REG. CO.			

See ALDL, LLC Purchase Order, Exhibit 5.

150. In November of 2019, CORE MONTANA, through LESIN acting on behalf of himself and/or on behalf of CORE MONTANA, falsely stated/represented to Plaintiffs that CORE MONTANA made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

151. In falsely stating/representing to Plaintiffs that CORE MONTANA (through LESIN) made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of

the Vehicle, CORE MONTANA (through LESIN) fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page.

Account Details

Wire to **Wide World Ferrari Maserati (...7533)**
Wire from **CORE NEXUS LLC (...2931)**

Wire Details - Sender

Wire amount **500000.00 U.S. Dollars (USD)**
Scheduled On **03/21/2019 at 08:31 PM ET**
Wire date **03/22/2019**
Message to recipient **Monza Deposit 1**
Message/instructions to recipient bank
Memo

Status **Completed**
Submitted by **Administrator on 3/21/2019 8:31:13 PM**
Last modified by **Not Available on 3/22/2019 4:10:28 AM**
Approved by **Not Available**

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

See March 2019 Deposit Wire, **Exhibit 6**.

152. On or about December 2, 2019, CORE MONTANA, through LESIN acting on behalf of himself and/or on behalf of CORE MONTANA, falsely stated/represented to Plaintiffs that CORE MONTANA was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

153. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that CORE MONTANA was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle, CORE MONTANA (through LESIN) fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, **Exhibit 14**.

154. CORE MONTANA, through LESIN acting on behalf of himself and/or on behalf of CORE MONTANA, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

155. In making the false statements/representations set forth above, CORE MONTANA, through LESIN acting on behalf of himself and/or on behalf of CORE MONTANA, intended to induce PITTACK's reliance on such false statements/representations.

156. Specifically, CORE MONTANA (through LESIN) intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with CORE MONTANA, and to have PITTACK remit the Funds (\$1,000,000.00) to CORE MONTANA for the Vehicle.

157. PITTACK justifiably relied on CORE MONTANA's false statements/representations to his detriment because he did in fact rely on such

statements/representations and fabricated and manipulated documentation provided by CORE MONTANA (through LESIN) in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE MONTANA.

158. CORE MONTANA's material breaches of the Purchase Agreement were committed in bad faith in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

159. As a direct and proximate result of CORE MONTANA's bad faith material breaches of the Purchase Agreement PITTACK has suffered substantial damages, the exact amount of which is to be determined at trial, but in no event is less than \$1,500,000.00.

160. The foregoing bad faith material breaches have denied PITTACK the Vehicle, the use of his Funds, and agreed upon liquidated damages.

WHEREFORE, Plaintiff, PITTACK demands judgment against the Defendant, CORE MONTANA for damages in the amount of no less than \$1,500,000.00,⁸ together with court costs, prejudgment and post judgment interest, the difference in the appreciative value of the Vehicle, and for any other relief that this Honorable Court deems just and proper.

COUNT II – BAD FAITH BREACH OF CONTRACT
BY PITTACK AGAINST CORE ALASKA

161. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

162. At all times material hereto, there was a valid contract between CORE ALASKA and PITTACK. *See* Purchase Agreement, **Exhibit 7**.

⁸ This amount does not take into account punitive damages associated with CORE MONTANA's bad faith material breaches of the Purchase Agreement. *See Associated Heavy Equip. Sch., Inc. v. Masiello*, 219 So. 2d 465, 467 (Fla. 3d DCA 1969). PITTACK will be seeking punitive damages for CORE MONTANA's bad faith material breach of the Purchase Agreement at a later time.

163. The material terms of the Purchase Agreement are set forth in the General Allegations (Paragraphs 1 through 138) which are realleged and incorporated herein.

164. Likewise, the material terms of the Purchase Agreement are set forth in the document itself, which is attached as **Exhibit 7**, and incorporated herein.

165. PITTACK has fully performed in accordance with the written terms of the Purchase Agreement and unwritten terms of the Purchase Agreement.

166. This notwithstanding, CORE ALASKA has materially breached the Purchase Agreement.

167. CORE ALASKA materially breached the Purchase Agreement by among other things: (1) attempting to sell the Vehicle to third-parties, JPCM, Inc. and Pagani of Beverly Hills; (2) failing to deliver the Vehicle; (3) failing to make PITTACK sole owner of Core Nexus, LLC, the entity holding the Vehicle as an asset; and (4) failing to return the Funds and failure to pay the penalty provision of the Purchase Agreement.

168. CORE ALASKA's material breaches of the Purchase Agreement were done in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

169. Specifically, CORE ALASKA, through LESIN acting on behalf of himself and/or CORE ALASKA represented false statements of material facts to PITTACK.

170. In November of 2019, CORE ALASKA, through LESIN acting on behalf of himself and/or on behalf of CORE ALASKA, falsely stated/represented to Plaintiffs that CORE ALASKA had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

171. CORE ALASKA, through LESIN acting on behalf of himself and/or on behalf of CORE ALASKA, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.

DEAL# 104613
CUST# 9177228336
PURCHASE ORDER

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

SALES PERSON JUSTIN STEWERT		DATE 04/19/2019	
BUYER/LESSEE ALDL, LLC		CITY/STATE/ZIP N/A	
ADDRESS P.O. BOX 7967		ADDRESS N/A	
CITY, STATE, ZIP MISSOULA, MT 59807		CITY, STATE, ZIP N/A	
PHONE #	WORK #	CELL #	
EMAIL			

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR	MAKE	MODEL	MILEAGE
2020	FERRARI	MONZA	
TYPE	COLOR	TRIM	CYL
CV			
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER		VIN	
<small>Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you. Use Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.</small>			
ESTIMATED DELIVERY DATE BY 01/01/2021		DEALER LOCATION WIDE WORLD FERRARI MASERATI	
<small>PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxcab, driver education vehicle or rental vehicle) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle <input type="checkbox"/> N/A, a taxcab <input type="checkbox"/> N/A, a driver education vehicle <input type="checkbox"/> N/A, or a rental vehicle <input type="checkbox"/> N/A.</small>			
THE PRICE			
LEASE PAYMENT		VEHICLE PRICE	1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
C.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
THE TRADE-IN			
YEAR	MILEAGE	MAKE	MODEL
N/A	N/A	N/A	N/A
PLATE NO.	EXP. DATE	VIN	COLOR
N/A	N/A	N/A	N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OWED	
		N/A	
			TRADE DIFFERENCE
			N/A
			CASH PRICE
			1750000.00
TAXES AND OTHER FEES			
REG. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS			
TEL. CO.			

See ALDL, LLC Purchase Order, Exhibit 5.

172. In November of 2019, CORE ALASKA, through LESIN acting on behalf of himself and/or on behalf of CORE ALASKA, falsely stated/represented to Plaintiffs that CORE ALASKA made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

173. In falsely stating/representing to Plaintiffs that CORE ALASKA (through LESIN) made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle,

CORE ALASKA (through LESIN) fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page. Things you can do

Account Details

Wire to **Wide World Ferrari Maserati (...7533)**

Wire from **CORE NEXUS LLC (...2931)**

Wire Details - Sender

Wire amount **500000.00 U.S. Dollars (USD)**

Scheduled On **03/21/2019 at 08:31 PM ET**

Wire date **03/22/2019**

Message to recipient **Monza Deposit 1**

Message/instructions to recipient bank

Memo

Status **Completed**

Submitted by **Administrator on 3/21/2019 8:31:13 PM**

Last modified by **Not Available on 3/22/2019 4:10:28 AM**

Approved by **Not Available**

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

<https://secure07e.chase.com/web/auth/dashboard#/dashboard/misack/fossil/index?param=scheduledwire>

1/2

See March 2019 Deposit Wire, **Exhibit 6**.

174. On or about December 2, 2019, CORE ALASKA, through LESIN acting on behalf of himself and/or on behalf of CORE ALASKA, falsely stated/represented to Plaintiffs that CORE ALASKA was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

175. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that CORE ALASKA was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle, CORE ALASKA (through LESIN) fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, **Exhibit 14**.

176. CORE ALASKA, through LESIN acting on behalf of himself and/or on behalf of CORE ALASKA, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

177. In making the false statements/representations set forth above, CORE ALASKA, through LESIN acting on behalf of himself and/or on behalf of CORE ALASKA, intended to induce PITTACK's reliance on such false statements/representations.

178. Specifically, CORE ALASKA (through LESIN) intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with CORE ALASKA, and to have PITTACK remit the Funds (\$1,000,000.00) to CORE ALASKA for the Vehicle.

179. PITTACK justifiably relied on CORE ALASKA's false statements/representations to his detriment because he did in fact rely on such statements/representations and fabricated and

manipulated documentation provided by CORE ALASKA (through LESIN) in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE ALASKA.

180. CORE ALASKA's material breaches of the Purchase Agreement were committed in bad faith in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

181. As a direct and proximate result of CORE ALASKA's bad faith material breaches of the Purchase Agreement PITTACK has suffered substantial damages, the exact amount of which is to be determined at trial, but in no event is less than \$1,500,000.00.

182. The foregoing bad faith material breaches have denied PITTACK the Vehicle, the use of his Funds, and agreed upon liquidated damages.

WHEREFORE, Plaintiff, PITTACK demands judgment against the Defendant, CORE ALASKA for damages in the amount of \$1,500,000.00,⁹ together with court costs, prejudgment and post judgment interest, the difference in the appreciative value of the Vehicle, and for any other relief that this Honorable Court deems just and proper.

COUNT III – BAD FAITH BREACH OF CONTRACT
BY PITTACK AGAINST CORE FLORIDA

183. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

184. At all times material hereto, there was a valid contract between CORE FLORIDA and PITTACK. *See* Purchase Agreement, **Exhibit 7**.

⁹ This amount does not take into account punitive damages associated with CORE ALASKA's bad faith material breaches of the Purchase Agreement. *See Associated Heavy Equip. Sch., Inc. v. Masiello*, 219 So. 2d 465, 467 (Fla. 3d DCA 1969). PITTACK will be seeking punitive damages for CORE ALASKA's bad faith material breach of the Purchase Agreement at a later time.

185. The material terms of the Purchase Agreement are set forth in the General Allegations (Paragraphs 1 through 138) which are realleged and incorporated herein.

186. Likewise, the material terms of the Purchase Agreement are set forth in the document itself, which is attached as **Exhibit 7**, and incorporated herein.

187. PITTACK has fully performed in accordance with the written terms of the Purchase Agreement and unwritten terms of the Purchase Agreement.

188. This notwithstanding, CORE FLORIDA has materially breached the Purchase Agreement.

189. CORE FLORIDA materially breached the Purchase Agreement by among other things: (1) attempting to sell the Vehicle to third-parties, JPCM, Inc. and Pagani of Beverly Hills; (2) failing to deliver the Vehicle; (3) failing to make PITTACK sole owner of Core Nexus, LLC, the entity holding the Vehicle as an asset; and (4) failing to return the Funds and failure to pay the penalty provision of the Purchase Agreement.

190. CORE FLORIDA's material breaches of the Purchase Agreement were done in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

191. Specifically, CORE FLORIDA, through LESIN acting on behalf of himself and/or CORE FLORIDA represented false statements of material facts to PITTACK.

192. In November of 2019, CORE FLORIDA, through LESIN acting on behalf of himself and/or on behalf of CORE FLORIDA, falsely stated/represented to Plaintiffs that CORE FLORIDA had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

193. CORE FLORIDA, through LESIN acting on behalf of himself and/or on behalf of CORE FLORIDA, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.

		Wide World Ferrari-Maserati 101 East Route 59 • Spring Valley, NY 10977 (845) 425-3002 • DMV Reg. No. 7106869		DEAL# 104613 CUST# 9177228336 PURCHASE ORDER
SALES PERSON JUSTIN STEWERT		DATE 04/19/2019		
BUYER/LESSEE ALDL, LLC		CITY/STATE/ZIP N/A		
ADDRESS P.O. BOX 7967		ADDRESS N/A		
CITY, STATE, ZIP MISSOULA, MT 59807		CITY, STATE, ZIP N/A		
PHONE #	WORK #	CELL #	HOME #	WORK #
FAX #		EMAIL		
THE TRANSACTION				
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)				
THE VEHICLE				
YEAR	MAKE	MODEL	MILEAGE	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER
2020	FERRARI	MONZA		
TYPE	COLOR	TRIM	CYL	VIN
Sole Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you. Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.				
ESTIMATED DELIVERY DATE		DELIVERY LOCATION		STOCK NO. (IF APPLICABLE)
BY 01/01/2021		WIDE WORLD FERRARI MASERATI		
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education vehicle or rental vehicle) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle <input type="checkbox"/> N/A , a taxicab <input type="checkbox"/> N/A , a driver education vehicle <input type="checkbox"/> N/A , or a rental vehicle <input type="checkbox"/> N/A .				
THE PRICE				
LEASE PAYMENT		VEHICLE PRICE		1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT		
C.O.D.				N/A
LEASE END VALUE				N/A
MILEAGE ALLOWANCE				N/A
ONE-TIME PAYMENT AMOUNT				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
THE TRADE-IN				
YEAR	MILEAGE	MAKE	MODEL	COLOR
N/A	N/A	N/A	N/A	N/A
PLATE NO.	EXP. DATE	VIN		
N/A	N/A	N/A		
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OWED		
		N/A		
			TRADE DIFFERENCE	N/A
			CASH PRICE	1750000.00
TAXES AND OTHER FEES				
REG. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*		
ADDRESS				
FEE CODE				

See ALDL, LLC Purchase Order, Exhibit 5.

194. In November of 2019, CORE FLORIDA, through LESIN acting on behalf of himself and/or on behalf of CORE FLORIDA, falsely stated/represented to Plaintiffs that CORE FLORIDA made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

195. In falsely stating/representing to Plaintiffs that CORE FLORIDA (through LESIN) made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle,

CORE FLORIDA (through LESIN) fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page. Things you can do

Account Details

Wire to **Wide World Ferrari Maserati (...7533)**

Wire from **CORE NEXUS LLC (...2931)**

Wire Details - Sender

Wire amount **500000.00 U.S. Dollars (USD)**

Scheduled On **03/21/2019 at 08:31 PM ET**

Wire date **03/22/2019**

Message to recipient **Monza Deposit 1**

Message/instructions to recipient bank

Memo

Status **Completed**

Submitted by **Administrator on 3/21/2019 8:31:13 PM**

Last modified by **Not Available on 3/22/2019 4:10:28 AM**

Approved by **Not Available**

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

<https://secure07e.chase.com/web/auth/dashboard#/dashboard/misact/fusi/indices?parameters=scheduledwire>

1/2

See March 2019 Deposit Wire, **Exhibit 6**.

196. On or about December 2, 2019, CORE FLORIDA, through LESIN acting on behalf of himself and/or on behalf of CORE FLORIDA, falsely stated/represented to Plaintiffs that CORE FLORIDA was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

197. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that CORE FLORIDA was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle, CORE FLORIDA (through LESIN) fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, **Exhibit 14**.

198. CORE FLORIDA, through LESIN acting on behalf of himself and/or on behalf of CORE FLORIDA, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

199. In making the false statements/representations set forth above, CORE FLORIDA, through LESIN acting on behalf of himself and/or on behalf of CORE FLORIDA, intended to induce PITTACK's reliance on such false statements/representations.

200. Specifically, CORE FLORIDA (through LESIN) intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with CORE FLORIDA, and to have PITTACK remit the Funds (\$1,000,000.00) to CORE FLORIDA for the Vehicle.

201. PITTACK justifiably relied on CORE FLORIDA's false statements/representations to his detriment because he did in fact rely on such

statements/representations and fabricated and manipulated documentation provided by CORE FLORIDA (through LESIN) in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE FLORIDA.

202. CORE FLORIDA's material breaches of the Purchase Agreement were committed in bad faith in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

203. As a direct and proximate result of CORE FLORIDA's bad faith material breaches of the Purchase Agreement PITTACK has suffered substantial damages, the exact amount of which is to be determined at trial, but in no event is less than \$1,500,000.00.

204. The foregoing bad faith material breaches have denied PITTACK the Vehicle, the use of his Funds, and agreed upon liquidated damages.

WHEREFORE, Plaintiff, PITTACK demands judgment against the Defendant, CORE FLORIDA for damages in the amount of \$1,500,000.00,¹⁰ together with court costs, prejudgment and post judgment interest, the difference in the appreciative value of the Vehicle, and for any other relief that this Honorable Court deems just and proper.

COUNT IV – BAD FAITH BREACH OF CONTRACT
BY PITTACK AGAINST CORE CONNECTICUT

205. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

206. At all times material hereto, there was a valid contract between CORE CONNECTICUT and PITTACK. *See* Purchase Agreement, **Exhibit 7**.

¹⁰ This amount does not take into account punitive damages associated with CORE FLORIDA's bad faith material breaches of the Purchase Agreement. *See Associated Heavy Equip. Sch., Inc. v. Masiello*, 219 So. 2d 465, 467 (Fla. 3d DCA 1969). PITTACK will be seeking punitive damages for CORE FLORIDA's bad faith material breach of the Purchase Agreement at a later time.

207. The material terms of the Purchase Agreement are set forth in the General Allegations (Paragraphs 1 through 138) which are realleged and incorporated herein.

208. Likewise, the material terms of the Purchase Agreement are set forth in the document itself, which is attached as **Exhibit 7**, and incorporated herein.

209. PITTACK has fully performed in accordance with the written terms of the Purchase Agreement and unwritten terms of the Purchase Agreement.

210. This notwithstanding, CORE CONNECTICUT has materially breached the Purchase Agreement.

211. CORE CONNECTICUT materially breached the Purchase Agreement by among other things: (1) attempting to sell the Vehicle to third-parties, JPCM, Inc. and Pagani of Beverly Hills; (2) failing to deliver the Vehicle; (3) failing to make PITTACK sole owner of Core Nexus, LLC, the entity holding the Vehicle as an asset; and (4) failing to return the Funds and failure to pay the penalty provision of the Purchase Agreement.

212. CORE CONNECTICUT's material breaches of the Purchase Agreement were done in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

213. Specifically, CORE CONNECTICUT, through LESIN acting on behalf of himself and/or CORE FLORIDA represented false statements of material facts to PITTACK.

214. In November of 2019, CORE CONNECTICUT, through LESIN acting on behalf of himself and/or on behalf of CORE CONNECTICUT, falsely stated/represented to Plaintiffs that CORE CONNECTICUT had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

215. CORE CONNECTICUT, through LESIN acting on behalf of himself and/or on behalf of CORE CONNECTICUT, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.

DEAL# 104613
CUST# 9177228336
PURCHASE ORDER

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

SALES PERSON JUSTIN STEWERT		DATE 04/19/2019	
BUYER/LESSEE ALDL, LLC		CITY/STATE/ZIP N/A	
ADDRESS P.O. BOX 7967		ADDRESS N/A	
CITY, STATE, ZIP MISSOULA, MT 59807		CITY, STATE, ZIP N/A	
PHONE #	WORK #	CELL #	
EMAIL N/A		EMAIL N/A	

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR 2020	MAKE FERRARI	MODEL MONZA	MILEAGE 0
TYPE CV	COLOR TRIN	CYL 0	VIN 0
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER			
<small>Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you. Use Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.</small>			
ESTIMATED DELIVERY DATE BY 01/01/2021		DEALER LOCATION WIDE WORLD FERRARI MASERATI	
<small>PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law §17-A if the principal prior use of the vehicle was as a police vehicle, taxcab, driver education vehicle or rental vehicle) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle <input type="checkbox"/> N/A, a taxcab <input type="checkbox"/> N/A, a driver education vehicle <input type="checkbox"/> N/A, or a rental vehicle <input type="checkbox"/> N/A.</small>			
THE PRICE			
LEASE PAYMENT		VEHICLE PRICE	1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
C.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
THE TRADE-IN			
YEAR N/A	MILEAGE N/A	MAKE N/A	MODEL N/A
PLATE NO. N/A	EXP. DATE N/A	VIN N/A	COLOR N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OWED N/A	LESS TRADE-IN CREDIT (Must be NEW 2 on bill) N/A
		TRADE DIFFERENCE N/A	CASH PRICE 1750000.00
TAXES AND OTHER FEES			
REG. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable), THIS IS NOT A DMV FEE.*	
ADDRESS			
REG. CO.			

See ALDL, LLC Purchase Order, Exhibit 5.

216. In November of 2019, CORE CONNECTICUT, through LESIN acting on behalf of himself and/or on behalf of CORE CONNECTICUT, falsely stated/represented to Plaintiffs that CORE CONNECTICUT made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

217. In falsely stating/representing to Plaintiffs that CORE CONNECTICUT (through LESIN) made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of

the Vehicle, CORE CONNECTICUT (through LESIN) fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page. Things you can do

Account Details

Wire to **Wide World Ferrari Maserati (...7533)**

Wire from **CORE NEXUS LLC (...2931)**

Wire Details - Sender

Wire amount **500000.00 U.S. Dollars (USD)**

Scheduled On **03/21/2019 at 08:31 PM ET**

Wire date **03/22/2019**

Message to recipient **Monza Deposit 1**

Message/instructions to recipient bank

Memo

Status **Completed**

Submitted by **Administrator on 3/21/2019 8:31:13 PM**

Last modified by **Not Available on 3/22/2019 4:10:28 AM**

Approved by **Not Available**

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

<https://secure07e.chase.com/webauth/dashboard/dashboard/misackofusi/index?parameterschedulewire>

1/2

See March 2019 Deposit Wire, **Exhibit 6**.

218. On or about December 2, 2019, CORE CONNECTICUT, through LESIN acting on behalf of himself and/or on behalf of CORE CONNECTICUT, falsely stated/represented to Plaintiffs that CORE CONNECTICUT was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

219. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that CORE CONNECTICUT was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle, CORE CONNECTICUT (through LESIN) fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, **Exhibit 14**.

220. CORE CONNECTICUT, through LESIN acting on behalf of himself and/or on behalf of CORE CONNECTICUT, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

221. In making the false statements/representations set forth above, CORE CONNECTICUT, through LESIN acting on behalf of himself and/or on behalf of CORE CONNECTICUT, intended to induce PITTACK's reliance on such false statements/representations.

222. Specifically, CORE CONNECTICUT (through LESIN) intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with CORE CONNECTICUT, and to have PITTACK remit the Funds (\$1,000,000.00) to CORE CONNECTICUT for the Vehicle.

223. PITTACK justifiably relied on CORE CONNECTICUT's false statements/representations to his detriment because he did in fact rely on such statements/representations and fabricated and manipulated documentation provided by CORE CONNECTICUT (through LESIN) in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE CONNECTICUT.

224. CORE CONNECTICUT's material breaches of the Purchase Agreement were committed in bad faith in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

225. As a direct and proximate result of CORE CONNECTICUT's bad faith material breaches of the Purchase Agreement PITTACK has suffered substantial damages, the exact amount of which is to be determined at trial, but in no event is less than \$1,500,000.00.

226. The foregoing material breaches have denied PITTACK the Vehicle, the use of his Funds, and agreed upon liquidated damages.

WHEREFORE, Plaintiff, PITTACK demands judgment against the Defendant, CORE CONNECTICUT for damages in the amount of \$1,500,000.00,¹¹ together with court costs, prejudgment and post judgment interest, the difference in the appreciative value of the Vehicle, and for any other relief that this Honorable Court deems just and proper.

¹¹ This amount does not take into account punitive damages associated with CORE CONNECTICUT's bad faith material breaches of the Purchase Agreement. *See Associated Heavy Equip. Sch., Inc. v. Masiello*, 219 So. 2d 465, 467 (Fla. 3d DCA 1969). PITTACK will be seeking punitive damages for CORE CONNECTICUT's bad faith material breach of the Purchase Agreement at a later time.

COUNT V – BAD FAITH BREACH OF CONTRACT
BY PITTACK AGAINST DANIEL LESIN

227. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

228. At all times material hereto, there was a valid contract between LESIN and PITTACK. *See* Purchase Agreement, **Exhibit 7**.

229. The material terms of the Purchase Agreement are set forth in the General Allegations (Paragraphs 1 through 138) which are realleged and incorporated herein.

230. Likewise, the material terms of the Purchase Agreement are set forth in the document itself, which is attached as **Exhibit 7**, and incorporated herein.

231. PITTACK has fully performed in accordance with the written terms of the Purchase Agreement and unwritten terms of the Purchase Agreement.

232. This notwithstanding, LESIN has materially breached the Purchase Agreement.

233. LESIN materially breached the Purchase Agreement by among other things: (1) attempting to sell the Vehicle to third-parties, JPCM, Inc. and Pagani of Beverly Hills; (2) failing to deliver the Vehicle; (3) failing to make PITTACK sole owner of Core Nexus, LLC, the entity holding the Vehicle as an asset; and (4) failing to return the Funds and failure to pay the penalty provision of the Purchase Agreement.

234. LESIN's material breaches of the Purchase Agreement were done in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

235. Specifically, LESIN, acting on behalf of himself and/or on behalf of CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and/or CORE MONTANA,¹² represented false statements of material facts to PITTACK.

236. In November of 2019, LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that LESIN had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

237. LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.

¹² CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and CORE MONTANA will collectively be referred to as “CORE NEXUS.”



Wide World Ferrari-Maserati
 101 East Route 59 • Spring Valley, NY 10977
 (845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
 CUST# 9177225336
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT		DATE 04/19/2019
BUYER/LESSEE ALDL, LLC		CO-BUYER/CO-LESSEE N/A
ADDRESS P.O. BOX 7967		CITY, STATE, ZIP N/A
CITY, STATE, ZIP MISSOULA, MT 59807		HOME # N/A
WORK # N/A	CELL # N/A	WORK # N/A
EMAIL N/A		CELL # N/A

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR 2020	MAKE FERRARI	MODEL MONZA	MILEAGE N/A
TYPE CV	COLOR TRIM	CYL V8	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.			
Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.			
ESTIMATED DELIVERY DATE BY 01/01/2021		DELIVERY LOCATION WIDE WORLD FERRARI MASERATI	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxicab N/A , a driver education vehicle N/A , or a rental vehicle N/A .			
THE PRICE			
LEASE PAYMENT		VEHICLE PRICE	1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
C.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
THE TRADE-IN			
YEAR N/A	MILEAGE N/A	MAKE N/A	MODEL N/A
PLATE NO. N/A	EXP. DATE N/A	VIN N/A	COLOR N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OFFERED N/A	LESS TRADE-IN CREDIT (Buyer see 1 and 2 on back) N/A
		TRADE DIFFERENCE N/A	
		CASH PRICE 1750000.00	
TAXES AND OTHER FEES			
REG. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS			
REG. CO.			

See ALDL, LLC Purchase Order, Exhibit 5.

238. In November of 2019, LESIN, acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that LESIN made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

239. In falsely stating/representing to Plaintiffs that LESIN made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle, LESIN fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request --- Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page. Things you can do

Account Details

Wire to **Wide World Ferrari Maserati (...7533)**
Wire from **CORE NEXUS LLC (...2931)**

Wire Details - Sender

Wire amount **500000.00 U.S. Dollars (USD)**
Scheduled On **03/21/2019 at 08:31 PM ET**
Wire date **03/22/2019**
Message to recipient **Monza Deposit 1**
Message/instructions to recipient bank
Memo

Status **Completed**
Submitted by **Administrator on 3/21/2019 8:31:13 PM**
Last modified by **Not Available on 3/22/2019 4:10:28 AM**
Approved by **Not Available**

Wire Activity

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

<https://secure07a.chase.com/webauth/dashboard/dashboard/misc/fusion/index;params=achefwires>

1/2

See March 2019 Deposit Wire, Exhibit 6.

240. On or about December 2, 2019, LESIN, acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that LESIN was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

241. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that LESIN was making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle, LESIN fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, Exhibit 14.

242. LESIN, acting on behalf of himself and/or on behalf of CORE NEXUS, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

243. In making the false statements/representations set forth above, LESIN, acting on behalf of himself and/or on behalf of CORE NEXUS, intended to induce PITTACK's reliance on such false statements/representations.

244. Specifically, LESIN intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with LESIN, and to have PITTACK remit the Funds (\$1,000,000.00) to LESIN for the Vehicle.

245. PITTACK justifiably relied on LESIN's false statements/representations to his detriment because PITTACK did in fact rely on such statements/representations made by LESIN

and fabricated and manipulated documentation provided by LESIN in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to LESIN.

246. LESIN's material breaches of the Purchase Agreement were committed in bad faith in willful and wanton disregard of PITTACK's rights under the Purchase Agreement.

247. As a direct and proximate result of LESIN's bad faith material breaches of the Purchase Agreement PITTACK has suffered substantial damages, the exact amount of which is to be determined at trial, but in no event is less than \$1,500,000.00.

248. The foregoing bad faith material breaches have denied PITTACK the Vehicle, the use of his Funds, and agreed upon liquidated damages.

WHEREFORE, Plaintiff, PITTACK demands judgment against the Defendant, DANIEL LESIN for damages in the amount of \$1,500,000.00,¹³ together with court costs, prejudgment and post judgment interest, the difference in the appreciative value of the Vehicle, and for any other relief that this Honorable Court deems just and proper.

COUNT VI – FRAUD IN THE INDUCEMENT AGAINST ALL DEFENDANTS

249. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.



250. LESIN, CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and/or CORE MONTANA,¹⁴ through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, represented false statements of material facts to PITTACK and VELTRACON.

¹³ This amount does not take into account punitive damages associated with LESIN's bad faith material breaches of the Purchase Agreement. *See Associated Heavy Equip. Sch., Inc. v. Masiello*, 219 So. 2d 465, 467 (Fla. 3d DCA 1969). PITTACK will be seeking punitive damages for LESIN's bad faith material breach of the Purchase Agreement at a later time.

¹⁴ CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and CORE MONTANA will collectively be referred to as "CORE NEXUS"

251. In November of 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

252. Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.

				Wide World Ferrari-Maserati 101 East Route 59 • Spring Valley, NY 10977 (845) 425-3002 • DMV Reg. No. 7106869		DEAL# 104613 CUST# 9177226336 PURCHASE ORDER	
SALES PERSON JUSTIN STEWERT				DATE 04/19/2019			
BUYER/LESSEE ALDL, LLC				CO-BUYER/CO-LESSEE N/A			
ADDRESS P.O BOX 7967				ADDRESS N/A			
CITY, STATE, ZIP MISSOULA, MT 59807				CITY, STATE, ZIP N/A			
HOME #		WORK #		CELL #		EMAIL	
N/A		N/A		N/A		N/A	
THE TRANSACTION							
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)							
THE VEHICLE							
YEAR 2020	MAKE FERRARI	MODEL MONZA	MILEAGE N/A	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER			
TYPE CV	COLOR N/A	TRIM N/A	CYL. N/A	VIN N/A			
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.				Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.			
ESTIMATED DELIVERY DATE BY 01/01/2021				DELIVERY LOCATION WIDE WORLD FERRARI MASERATI			
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxicab N/A , a driver education vehicle N/A , or a rental vehicle N/A .							
THE PRICE							
LEASE PAYMENT				VEHICLE PRICE		1750000.00	
LEASE TERM				OPTIONAL DEALER INSTALLED EQUIPMENT			
C.O.D.						N/A	
LEASE END VALUE						N/A	
MILEAGE ALLOWANCE						N/A	
ONE-TIME PAYMENT AMOUNT						N/A	
						N/A	
						N/A	
						N/A	
						N/A	
						N/A	
						N/A	
						N/A	
THE TRADE-IN							
YEAR N/A	MILEAGE N/A	MAKE N/A	MODEL N/A	COLOR N/A	LESS TRADE IN CREDIT - (Enter see 1 and 2 on back)		N/A
PLATE NO. N/A	EXP. DATE N/A	VIN N/A	AMOUNT OWED N/A		TRADE DIFFERENCE		N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT						CASH PRICE 1750000.00	
TAXES AND OTHER FEES							
INS. AGENT		PHONE		Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*			
ADDRESS							
INS. CO.							

See ALDL, LLC Purchase Order, Exhibit 5.

253. In November of 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

254. In falsely stating/representing to Plaintiffs that Defendants made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle, Defendants fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page.

Account Details

Wire to: Wide World Ferrari Maserati (...7533)

Wire from: CORE NEXUS LLC (...2931)

Wire Details - Sender

Wire amount: 500000.00 U.S. Dollars (USD)

Scheduled On: 03/21/2019 at 08:31 PM ET

Wire date: 03/22/2019

Message to recipient: Monza Deposit 1

Message/Instructions to recipient bank:

Memo:

Status: Completed

Submitted by: Administrator on 3/21/2019 8:31:13 PM

Last modified by: Not Available on 3/22/2019 4:10:28 AM

Approved by: Not Available

[Wire Activity](#)

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

<https://secure070.chase.com/web/auth/dashboard/#dashboard/misact/fixact/index?param=methodwire> 1/2

See March 2019 Deposit Wire, **Exhibit 6**.

255. On or about December 2, 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants are making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

256. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that Defendants are making or made a second deposit of \$500,000.00 to WWFM for the allocation of

the Vehicle, Defendants fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, **Exhibit 14**.

257. Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

258. In making the false statements/representations set forth above, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, intended to induce Florida supercar broker, VELTRACON's reliance on such false statements/representations.

259. Specifically, Defendants intended to induce VELTRACON's reliance on such false statements/representations in an active effort to have VELTRACON undertake substantial efforts to find a buyer for Defendants and ultimately have VELTRACON facilitate a sale transaction for

the Vehicle – a 2020 Ferrari Monza SP2, which Defendants stated/represented they had an allocation for from WWFM.

260. Likewise, in making the false statements/representations set forth above, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, intended to induce PITTACK's reliance on such false statements/representations.

261. Specifically, Defendants intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with Defendants, and to have PITTACK remit the Funds (\$1,000,000.00) to Defendants for the Vehicle.

262. VELTRACON justifiably relied on Defendants' false statements to its detriment, because it did in fact undertake substantial efforts to procure a buyer for Defendants – PITTACK and did remain actively involved with all parties to the Purchase Agreement in an effort to facilitate the transaction for the Vehicle.¹⁵

263. PITTACK justifiably relied on Defendants' false statements/representations to his detriment because he did in fact rely on such statements/representations and fabricated and manipulated documentation provided by Defendants in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE NEXUS.

264. PITTACK was damaged at a minimum in the amount of \$1,500,000.00.¹⁶

¹⁵ In fact, but for Defendants' fraudulent conduct as set forth and specifically alleged throughout this Complaint, VELTRACON would have been the procuring cause of the sale for the Vehicle.

¹⁶ The amount of damages does not take into account any amount of punitive damages that Plaintiffs will be seeking at a later time.

265. VELTRACON was damaged in the amount of \$10,000.00, which represents VELTRACON's expected commission for the transaction (the Purchase Agreement) for the Vehicle.

266. Both, PITTACK and VELTRACON, are entitled to recover those damages and entitled to recover those damages for the benefit of themselves and for each other against the Defendants joint and severally.

WHEREFORE, PITTACK and VELTRACON respectfully requests this Court enter judgment in favor of PITTACK in the amount of \$1,500,000.00, and in favor of VELTRACON in the amount of \$10,000.00, including costs, pre- and post-judgment interest, and grant such other and further relief as this Court deems just and proper against Defendants, CORE NEXUS, LLC, a Florida limited liability company, CORE NEXUS, LLC, a Montana limited liability company, CORE NEXUS, LLC, an Alaskan limited liability company, CORE NEXUS, LLC, a Connecticut limited liability company, and DANIEL LESIN.

COUNT VII – FRAUDULENT MISREPRESENTATION AGAINST ALL DEFENDANTS

267. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

268. CORE NEXUS, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, represented false statements of material facts to PITTACK and VELTRACON.

269. In November of 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants had an allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

270. Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, fabricated and manipulated the ALDL, LLC Purchase Order and furnished same to Plaintiffs in November of 2019.

DEAL# 104613
CUST# 9177226336
PURCHASE ORDER

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

FERRARI **MASERATI**

SALES PERSON: JUSTIN STEWERT DATE: 04/19/2019
BUYER/LESSEE: ALDL LLC CO-BUYER/CO-LESSEE: N/A
ADDRESS: P.O BOX 7967 ADDRESS: N/A
CITY, STATE, ZIP: MISSOULA, MT 59807 CITY, STATE, ZIP: N/A
HOME # WORK # CELL # HOME # WORK # CELL #
EMAIL: N/A EMAIL: N/A

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

YEAR: 2020 MAKE: FERRARI MODEL: MONZA MILEAGE: NEW USED DEMONSTRATOR FORMER LEASE/RENTAL LOANER
TYPE: CVR COLOR: TRIM: CYL: VIN:

Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you. Use Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.

ESTIMATED DELIVERY DATE: BY 01/01/2021 DELIVERY LOCATION: WIDE WORLD FERRARI MASERATI STOCK NO. (IF RESERVED):

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller, Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A, a taxicab N/A, a driver education vehicle N/A, or a rental vehicle N/A.

THE PRICE

LEASE PAYMENT		VEHICLE PRICE	1750000.00
LEASE TERM		OPTIONAL DEALER INSTALLED EQUIPMENT	
G.O.D.			N/A
LEASE END VALUE			N/A
MILEAGE ALLOWANCE			N/A
ONE-TIME PAYMENT AMOUNT			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A

THE TRADE-IN

YEAR: N/A MILEAGE: N/A MAKE: N/A MODEL: N/A COLOR: N/A	LESS TRADE IN CREDIT - (Buyer see 1 and 2 on back)	N/A
PLATE NO: N/A EXP. DATE: N/A VIN: N/A	TRADE DIFFERENCE	N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT:	AMOUNT OWED	N/A
	CASH PRICE	1750000.00

TAXES AND OTHER FEES

INS. AGENT: PHONE:	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*
ADDRESS:	
INS. CO.:	

See ALDL, LLC Purchase Order, Exhibit 5.

271. In November of 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

272. In falsely stating/representing to Plaintiffs that Defendants made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle, Defendants fabricated and manipulated the March 2019 Deposit Wire and presented same to Plaintiffs.

Review this request --- Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page.

Account Details

Wire to: Wide World Ferrari Maserati (...7533)

Wire from: CORE NEXUS LLC (...2931)

Wire Details - Sender

Wire amount: 500000.00 U.S. Dollars (USD)

Scheduled On: 03/21/2019 at 08:31 PM ET

Wire date: 03/22/2019

Message to recipient: Monza Deposit 1

Message/instructions to recipient bank

Memo

Status: Completed

Submitted by: Administrator on 3/21/2019 8:31:13 PM

Last modified by: Not Available on 3/22/2019 4:10:28 AM

Approved by: Not Available

[Wire Activity](#)

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE

<https://account07c.chase.com/web/auth/dashboard#/dashboard/misc/fossil/index;params=chocolatewire>

1/2

See March 2019 Deposit Wire, **Exhibit 6**.

273. On or about December 2, 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants are making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

274. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that Defendants are making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle, Defendants fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to Wide World Ferrari (...7533)

Wire from CORE NEXUS LLC (...2931)

Amount \$500,000.00 USD (U.S. Dollar)

Wire fee See analysis statement

Total wire cost \$500,000.00 USD (U.S. Dollar)

Wire date Dec 5, 2019

Status Completed

Status date Dec 5, 2019

Message to recipient Monza Deposit 2

Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, Exhibit 14.

275. Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made.

276. In making the false statements/representations set forth above, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, intended to induce Florida supercar broker, VELTRACON's reliance on such false statements/representations.

277. Specifically, Defendants intended to induce VELTRACON's reliance on such false statements/representations in an active effort to have VELTRACON undertake substantial efforts to find a buyer for Defendants and ultimately have VELTRACON facilitate a sale transaction for the Vehicle – a 2020 Ferrari Monza SP2, which Defendants stated/represented they had an allocation for from WWFM.

278. Likewise, in making the false statements/representations set forth above, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, intended to induce PITTACK's reliance on such false statements/representations.

279. Specifically, Defendants intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement with Defendants, and to have PITTACK remit the Funds (\$1,000,000.00) to Defendants for the Vehicle.

280. VELTRACON justifiably relied on Defendants' false statements to its detriment, because it did in fact undertake substantial efforts to procure a buyer for Defendants – PITTACK and did remain actively involved with all parties to the Purchase Agreement in an effort to facilitate the transaction for the Vehicle.¹⁷

281. PITTACK justifiably relied on Defendants' false statements/representations to his detriment because he did in fact rely on such statements/representations and fabricated and manipulated documentation provided by Defendants in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE NEXUS.

282. PITTACK was damaged at a minimum in the amount of \$1,500,000.00.¹⁸

283. VELTRACON was damaged in the amount of \$10,000.00, which represents VELTRACON's expected commission for the transaction (the Purchase Agreement) for the Vehicle.

¹⁷ In fact, but for Defendants' fraudulent conduct as set forth and specifically alleged throughout this Complaint, VELTRACON would have been the procuring cause of the sale for the Vehicle.

¹⁸ The amount of damages does not take into account any amount of punitive damages that Plaintiffs will be seeking at a later time.

284. Both, PITTACK and VELTRACON, are entitled to recover those damages and entitled to recover those damages for the benefit of themselves and for each other against the Defendants joint and severally.

WHEREFORE, PITTACK and VELTRACON respectfully requests this Court enter judgment in favor of PITTACK in the amount of \$1,500,000.00, and in favor of VELTRACON in the amount of \$10,000.00, including costs, pre- and post-judgment interest, and grant such other and further relief as this Court deems just and proper against Defendants, Defendants, CORE NEXUS, LLC, a Florida limited liability company, CORE NEXUS, LLC, a Montana limited liability company, CORE NEXUS, LLC, an Alaskan limited liability company, CORE NEXUS, LLC, a Connecticut limited liability company, and DANIEL LESIN.

COUNT VIII – UNJUST ENRICHMENT AGAINST CORE FLORIDA

285. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

286. CORE FLORIDA has been unjustly enriched to the detriment of VELTRACON and PITTACK.

287. VELTRACON has conferred a benefit on CORE FLORIDA.

288. Specifically, VELTRACON on CORE FLORIDA's behalf, undertook substantial efforts to find a buyer for the Vehicle, in fact found a buyer for the Vehicle – PITTACK, and actively assisted with facilitating the transaction between CORE FLORIDA and PITTACK under the Purchase Agreement for the Vehicle.

289. In doing the foregoing, a benefit was conferred upon CORE FLORIDA by VELTRACON, which CORE FLORIDA has knowledge of.

290. CORE FLORIDA accepted or retained the benefit conferred upon it by VELTRACON inasmuch as but for VELTRACON taking the foregoing action, PITTACK would not have been brought to CORE FLORIDA as a buyer for the Vehicle.

291. In light of CORE FLORIDA's failure to deliver the Vehicle to PITTACK, VELTRACON was forced to return its \$10,000.00 commission to PITTACK (or to Woodhouse on PITTACK's behalf).

292. The circumstances are such that it would be inequitable for CORE FLORIDA to retain the benefit conferred upon it by VELTRACON without paying VELTRACON the fair value for its services - \$10,000.00.

293. Likewise, PITTACK has conferred a benefit on CORE FLORIDA.

294. Specifically, PITTACK (or Woodhouse on PITTACK's behalf) transferred and delivered the Funds (\$1,000,000.00) to CORE FLORIDA for the purchase of the Vehicle, which to date, CORE FLORIDA has failed to deliver to PITTACK. *See* Woodhouse November wire, **Exhibit 9** and December wire to Defendants, **Exhibit 15**.

295. CORE FLORIDA had knowledge of receiving the Funds and has accepted and retained the benefit of receiving the Funds.

296. To date, CORE FLORIDA has failed to deliver the Vehicle to PITTACK and has failed and otherwise refused to return the Funds to PITTACK.

297. The circumstances are such that it would be inequitable for CORE FLORIDA to retain the benefit of the Funds to which it is not entitled.

WHEREFORE, Plaintiffs, VELTRACON, LLC and JASON PITTACK, respectfully, requests this Court enter judgment in favor of JASON PITTACK and against Defendant, CORE FLORIDA, for damages in the amount of \$1,000,000.00, including, costs, pre and post

judgment interest, and such other and further relief as this Court deems just and proper in favor of JASON PITTACK and against CORE FLORIDA, including, but not limited to, punitive damages, which shall be pled at a later time. Plaintiff, VELTRACON, LLC respectfully demands judgment against CORE FLORIDA, for damages in the amount of \$10,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of VELTRACON, LLC and against CORE FLORIDA, including, but not limited to, punitive damages, which shall be pled at a later time.

COUNT IX – UNJUST ENRICHMENT AGAINST CORE MONTANA

298. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

299. CORE MONTANA has been unjustly enriched to the detriment of VELTRACON and PITTACK.

300. VELTRACON has conferred a benefit on CORE MONTANA.

301. Specifically, VELTRACON on CORE MONTANA's behalf, undertook substantial efforts to find a buyer for the Vehicle, in fact found a buyer for the Vehicle – PITTACK, and actively assisted with facilitating the transaction between CORE MONTANA and PITTACK under the Purchase Agreement for the Vehicle.

302. In doing the foregoing, a benefit was conferred upon CORE MONTANA by VELTRACON, which CORE MONTANA has knowledge of.

303. CORE MONTANA accepted or retained the benefit conferred upon it by VELTRACON inasmuch as but for VELTRACON taking the foregoing action, PITTACK would not have been brought to CORE MONTANA as a buyer for the Vehicle.

304. In light of CORE MONTANA's failure to deliver the Vehicle to PITTACK, VELTRACON was forced to return its \$10,000.00 commission to PITTACK (or to Woodhouse on PITTACK's behalf).

305. The circumstances are such that it would be inequitable for CORE MONTANA to retain the benefit conferred upon it by VELTRACON without paying VELTRACON the fair value for its services - \$10,000.00.

306. Likewise, PITTACK has conferred a benefit on CORE MONTANA.

307. Specifically, PITTACK (or Woodhouse on PITTACK's behalf) transferred and delivered the Funds (\$1,000,000.00) to CORE MONTANA for the purchase of the Vehicle, which to date, CORE MONTANA has failed to deliver to PITTACK. *See* Woodhouse November wire, **Exhibit 9** and December wire to Defendants, **Exhibit 15**.

308. CORE MONTANA had knowledge of receiving the Funds and has accepted and retained the benefit of receiving the Funds.

309. To date, CORE MONTANA has failed to deliver the Vehicle to PITTACK and has failed and otherwise refused to return the Funds to PITTACK.

310. The circumstances are such that it would be inequitable for CORE MONTANA to retain the benefit of the Funds to which it is not entitled.

WHEREFORE, Plaintiffs, VELTRACON, LLC and JASON PITTACK, respectfully, requests this Court enter judgment in favor of JASON PITTACK and against Defendant, CORE MONTANA, for damages in the amount of \$1,000,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of JASON PITTACK and against CORE MONTANA, including, but not limited to, punitive damages, which shall be pled at a later time. Plaintiff, VELTRACON, LLC respectfully demands

judgment against CORE MONTANA, for damages in the amount of \$10,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of VELTRACON, LLC and against CORE MONTANA, including, but not limited to, punitive damages, which shall be pled at a later time.

COUNT X – UNJUST ENRICHMENT AGAINST CORE ALASKA

311. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

312. CORE ALASKA has been unjustly enriched to the detriment of VELTRACON and PITTACK.

313. VELTRACON has conferred a benefit on CORE ALASKA.

314. Specifically, VELTRACON on CORE ALASKA's behalf, undertook substantial efforts to find a buyer for the Vehicle, in fact found a buyer for the Vehicle – PITTACK, and actively assisted with facilitating the transaction between CORE ALASKA and PITTACK under the Purchase Agreement for the Vehicle.

315. In doing the foregoing, a benefit was conferred upon CORE ALASKA by VELTRACON, which CORE ALASKA has knowledge of.

316. CORE ALASKA accepted or retained the benefit conferred upon it by VELTRACON inasmuch as but for VELTRACON taking the foregoing action, PITTACK would not have been brought to CORE ALASKA as a buyer for the Vehicle.

317. In light of CORE ALASKA's failure to deliver the Vehicle to PITTACK, VELTRACON was forced to return its \$10,000.00 commission to PITTACK (or to Woodhouse on PITTACK's behalf).

318. The circumstances are such that it would be inequitable for CORE ALASKA to retain the benefit conferred upon it by VELTRACON without paying VELTRACON the fair value for its services - \$10,000.00.

319. Likewise, PITTACK has conferred a benefit on CORE ALASKA.

320. Specifically, PITTACK (or Woodhouse on PITTACK's behalf) transferred and delivered the Funds (\$1,000,000.00) to CORE ALASKA for the purchase of the Vehicle, which to date, CORE ALASKA has failed to deliver to PITTACK. *See* Woodhouse November wire, **Exhibit 9** and December wire to Defendants, **Exhibit 15**.

321. CORE ALASKA had knowledge of receiving the Funds and has accepted and retained the benefit of receiving the Funds.

322. To date, CORE ALASKA has failed to deliver the Vehicle to PITTACK and has failed and otherwise refused to return the Funds to PITTACK.

323. The circumstances are such that it would be inequitable for CORE ALASKA to retain the benefit of the Funds to which it is not entitled.

WHEREFORE, Plaintiffs, VELTRACON, LLC and JASON PITTACK, respectfully, requests this Court enter judgment in favor of JASON PITTACK and against Defendant, CORE ALASKA, for damages in the amount of \$1,000,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of JASON PITTACK and against CORE ALASKA, including, but not limited to, punitive damages, which shall be pled at a later time. Plaintiff, VELTRACON, LLC respectfully demands judgment against CORE ALASKA, for damages in the amount of \$10,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of

VELTRACON, LLC and against CORE ALASKA, including, but not limited to, punitive damages, which shall be pled at a later time.

COUNT XI – UNJUST ENRICHMENT AGAINST CORE CONNECTICUT

324. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

325. CORE CONNECTICUT has been unjustly enriched to the detriment of VELTRACON and PITTACK.

326. VELTRACON has conferred a benefit on CORE CONNECTICUT.

327. Specifically, VELTRACON on CORE CONNECTICUT's behalf, undertook substantial efforts to find a buyer for the Vehicle, in fact found a buyer for the Vehicle – PITTACK, and actively assisted with facilitating the transaction between CORE CONNECTICUT and PITTACK under the Purchase Agreement for the Vehicle.

328. In doing the foregoing, a benefit was conferred upon CORE CONNECTICUT by VELTRACON, which CORE CONNECTICUT has knowledge of.

329. CORE CONNECTICUT accepted or retained the benefit conferred upon it by VELTRACON inasmuch as but for VELTRACON taking the foregoing action, PITTACK would not have been brought to CORE CONNECTICUT as a buyer for the Vehicle.

330. In light of CORE CONNECTICUT's failure to deliver the Vehicle to PITTACK, VELTRACON was forced to return its \$10,000.00 commission to PITTACK (or to Woodhouse on PITTACK's behalf).

331. The circumstances are such that it would be inequitable for CORE CONNECTICUT to retain the benefit conferred upon it by VELTRACON without paying VELTRACON the fair value for its services - \$10,000.00.

332. Likewise, PITTACK has conferred a benefit on CORE CONNECTICUT.

333. Specifically, PITTACK (or Woodhouse on PITTACK's behalf) transferred and delivered the Funds (\$1,000,000.00) to CORE CONNECTICUT for the purchase of the Vehicle, which to date, CORE CONNECTICUT has failed to deliver to PITTACK. *See* Woodhouse November wire, **Exhibit 9** and December wire to Defendants, **Exhibit 15**.

334. CORE CONNECTICUT had knowledge of receiving the Funds and has accepted and retained the benefit of receiving the Funds.

335. To date, CORE CONNECTICUT has failed to deliver the Vehicle to PITTACK and has failed and otherwise refused to return the Funds to PITTACK.

336. The circumstances are such that it would be inequitable for CORE CONNECTICUT to retain the benefit of the Funds to which it is not entitled.

WHEREFORE, Plaintiffs, VELTRACON, LLC and JASON PITTACK, respectfully, requests this Court enter judgment in favor of JASON PITTACK and against Defendant, CORE CONNECTICUT, for damages in the amount of \$1,000,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of JASON PITTACK and against CORE CONNECTICUT, including, but not limited to, punitive damages, which shall be pled at a later time. Plaintiff, VELTRACON, LLC respectfully demands judgment against CORE CONNECTICUT, for damages in the amount of \$10,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of VELTRACON, LLC and against CORE CONNECTICUT, including, but not limited to, punitive damages, which shall be pled at a later time.

COUNT XII – UNJUST ENRICHMENT AGAINST LESIN

337. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

338. LESIN has been unjustly enriched to the detriment of VELTRACON and PITTACK.

339. VELTRACON has conferred a benefit on LESIN.

340. Specifically, VELTRACON on LESIN's behalf, undertook substantial efforts to find a buyer for the Vehicle, in fact found a buyer for the Vehicle – PITTACK, and actively assisted with facilitating the transaction between LESIN and PITTACK under the Purchase Agreement for the Vehicle.

341. In doing the foregoing, a benefit was conferred upon LESIN by VELTRACON, which LESIN has knowledge of.

342. LESIN accepted or retained the benefit conferred upon it by VELTRACON inasmuch as but for VELTRACON taking the foregoing action, PITTACK would not have been brought to LESIN as a buyer for the Vehicle.

343. In light of LESIN's failure to deliver the Vehicle to PITTACK, VELTRACON was forced to return its \$10,000.00 commission to PITTACK (or to Woodhouse on PITTACK's behalf).

344. The circumstances are such that it would be inequitable for LESIN to retain the benefit conferred upon him by VELTRACON without paying VELTRACON the fair value for its services - \$10,000.00.

345. Likewise, PITTACK has conferred a benefit on LESIN.

346. Specifically, PITTACK (or Woodhouse on PITTACK's behalf) transferred and delivered the Funds (\$1,000,000.00) to LESIN for the purchase of the Vehicle, which to date,

LESIN has failed to deliver to PITTACK. *See* Woodhouse November wire, **Exhibit 9** and December wire to Defendants, **Exhibit 15**.

347. LESIN had knowledge of receiving the Funds and has accepted and retained the benefit of receiving the Funds.

348. To date, LESIN has failed to deliver the Vehicle to PITTACK and has failed and otherwise refused to return the Funds to PITTACK.

349. The circumstances are such that it would be inequitable for LESIN to retain the benefit of the Funds to which it is not entitled.

WHEREFORE, Plaintiffs, VELTRACON, LLC and JASON PITTACK, respectfully, requests this Court enter judgment in favor of JASON PITTACK and against Defendant, DANIEL LESIN, for damages in the amount of \$1,000,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of JASON PITTACK and against DANIEL LESIN, including, but not limited to, punitive damages, which shall be pled at a later time. Plaintiff, VELTRACON, LLC respectfully demands judgment against DANIEL LESIN, for damages in the amount of \$10,000.00, including, costs, pre and post judgment interest, and such other and further relief as this Court deems just and proper in favor of VELTRACON, LLC and against DANIEL LESIN, including, but not limited to, punitive damages, which shall be pled at a later time.

**COUNT XIII – BREACH OF IMPLIED CONTRACTUAL DUTY OF GOOD FAITH
AND FAIR DEALING BY PITTACK AGAINST ALL DEFENDANTS**

350. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

351. For purposes of this Court “CORE NEXUS” shall mean either, CORE MONTANA, CORE ALASKA, CORE FLORIDA, CORE CONNECTICUT or any or all of them.

352. The Purchase Agreement is a valid and existing contract between PITTACK and CORE NEXUS or between PITTACK and LESIN.

353. At the time of entry into the Purchase Agreement the mutual intentions and purposes of the parties were, to wit: (1) PITTACK expected to pay Defendants and in exchange therefore to receive CORE NEXUS, LLC holding the Vehicle as an asset and (2) CORE NEXUS, LLC and LESIN expected payment from PITTACK and to “give over” CORE NEXUS, LLC holding the Vehicle as an asset, to PITTACK.

354. The parties mutually accepted result of the Purchase Agreement, plainly stated, was the money in exchange for the limited liability company holding the Vehicle as an asset.

355. PITTACK’S conduct and activities subsequent to the formation of the Purchase Agreement constituted full performance or partial performance as to the stage of the build allocation, by PITTACK of his obligations under the terms of the Purchase Agreement.

356. VELTRACON’S conduct and activities subsequent to the formation of the Purchase Agreement constituted full or partial performance as to the stage of the build allocation, by VELTRACON of its obligations under the unwritten terms of the Purchase Agreement.

357. Pursuant to the terms of the Purchase Agreement, CORE NEXUS, LLC did not have the discretion to accept the Funds and not hold the Vehicle as an asset.

358. Pursuant to the terms of the Purchase Agreement, LESIN, did not have the discretion to accept the Funds and not “give over” CORE NEXUS, LLC holding the Vehicle as an asset.

359. Moreover, the Purchase Agreement explicitly stated, among other things:

PREAMBLE

The buyer agrees to purchase the object of sale mentioned below within the conditions agreed on in this purchase agreement. The parties agree to act in good faith and refrain from all actions that bring this agreement in jeopardy. This includes, but is not limited to, the obligation of the seller to deliver the goods within the conditions agreed on in this purchase agreement, as well as the obligation of the buyer to pay the agreed price.



See Purchase Agreement, **Exhibit 7**.

360. Defendants refused to perform under the Purchase Agreement, thereby breaching the Purchase Agreement deliberately and in bad faith.

361. Defendants breached their implied promise of good faith and fair dealing by unfairly interfering with PITTACK's right to receive the benefits bargained for under the Purchase Agreement or otherwise failed to protect the reasonable expectations of PITTACK.

362. To be sure, Defendants entered into at least two separate contracts with third-parties, JPCM, Inc. and Pagani of Beverly Hills in disingenuous attempts to among other things, sell the Vehicle to the third-parties.

363. As a result of Defendants' bad faith material breach of the Purchase Agreement PITTACK has suffered damages

364. As a result of Defendants' bad faith material breach of the Purchase Agreement VELTRACON has suffered damages.

WHEREFORE, Plaintiff, JASON PITTACK respectfully, requests this Court enter judgment declaring that CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA, CORE MONTANA, and LESIN breached their implied contractual duties of good faith and fair dealing, awarding Plaintiffs damages, including, but not limited to, punitive damages (which will be pled

at a later time), in an amount to be determined at trial, along with pre judgment and post judgment interest on such damages, awarding Plaintiffs their costs in this action, including reasonable attorney 's fees and for any other relief that this Honorable Court deems just and proper.

**COUNT XIV – FRAUDULENT TRANSFER AS TO PRESENT CREDITOR AGAINST
CORE NEXUS AND LESIN**

365. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

366. This is an action for damages and injunctive relief for violations of the Florida Uniform Fraudulent Transfer Act (“FUFTA”), FLA. STAT. § 726.101, et seq.

367. FUFTA defines a “claim” as “a right to payment, whether or not the right is reduced to a judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured. FLA. STAT. § 726.102(4).

368. FUFTA defines a “Debtor” as “a person who is liable on a claim.” FLA. STAT. § 726.102 (7).

369. FUFTA defines “Creditor” as “a person who has a claim.” FLA. STAT. § 726.102(5).

370. FUFTA defines a “Transfer” as “every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with an asset or an interest in an asset, and includes payment of money, release, lease, and creation of a lien or other encumbrance.” FLA. STAT. § 726.102(14).

371. FUFTA defines an “Affiliate” as:

(a) A person who directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the debtor, other than a person who holds the securities:

1. As a fiduciary or agent without sole discretionary power to vote the securities; or
2. Solely to secure a debt, if the person has not exercised the power to vote.

(b) A corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the debtor or a person who directly or indirectly owns, controls, or holds, with power to vote, 20 percent or more of the outstanding voting securities of the debtor, other than a person who holds the securities:

1. As a fiduciary or agent without sole power to vote the securities; or
2. Solely to secure a debt, if the person has not in fact exercised the power to vote.

(c) A person whose business is operated by the debtor under a lease or other agreement, or a person substantially all of whose assets are controlled by the debtor; or

(d) A person who operates the debtor's business under a lease or other agreement or controls substantially all of the debtor's assets.

FLA. STAT. § 726.102(1).

372. Under FUFTA, an “Insider” includes:

“Insider” includes:

(a) If the debtor is an individual:

1. A relative of the debtor or of a general partner of the debtor;
2. A partnership in which the debtor is a general partner;
3. A general partner in a partnership described in subparagraph 2.; or
4. A corporation of which the debtor is a director, officer, or person in control;

(b) If the debtor is a corporation:

1. A director of the debtor;
2. An officer of the debtor;
3. A person in control of the debtor;
4. A partnership in which the debtor is a general partner;
5. A general partner in a partnership described in subparagraph 4.; or
6. A relative of a general partner, director, officer, or person in control of the debtor.

(c) If the debtor is a partnership:

1. A general partner in the debtor;
2. A relative of a general partner in, a general partner of, or a person in control of the debtor;
3. Another partnership in which the debtor is a general partner;
4. A general partner in a partnership described in subparagraph 3.; or
5. A person in control of the debtor.

(d) An affiliate, or an insider of an affiliate as if the affiliate were the debtor.

(e) A managing agent of the debtor.

FLA. STAT. § 726.102(8).

373. Under FUFTA, a “Person” means an individual, partnership, corporation, association, organization, government or governmental subdivision or agency, business trust, estate, trust, or any other legal or commercial entity.” FLA. STAT. § 726.102(10).

374. PITTACK is a creditor as defined under FUFTA because he is a person who has a claim against CORE NEXUS.

375. VELTRACON is a creditor as defined under FUFTA because it is a “Person” who has a claim against CORE NEXUS.

376. LESIN is an “insider” under FUFTA as a director of CORE NEXUS, an officer of CORE NEXUS, a person in control of CORE NEXUS, and/or a managing agent of CORE NEXUS. *See* FLA. STAT. § 726.102(1)(b)(1)-(3), and (e).

377. Upon information and belief, on or about December 9, 2019, CORE NEXUS fraudulently transferred most, if not all, of its assets to LESIN.

378. Specifically, upon information and belief, on or about December 9, 2019, CORE NEXUS fraudulently transferred the Funds to LESIN for little to no consideration.

379. CORE NEXUS’ transfer was made with “actual intent to hinder, delay, or defraud any creditor of CORE NEXUS, including, without limitation, PITTACK and VELTRACON.

380. Specifically, the badges of fraud that circumstantially establish CORE NEXUS’ actual intent, include, but are not limited to:

- a. CORE NEXUS making the transfer to LESIN, an insider as defined under FUFTA;
- b. The transfer was of substantially all of CORE NEXUS’ assets.
- c. CORE NEXUS removed or concealed its assets;
- d. The transfer occurred shortly before or shortly after a substantial debt was incurred by CORE NEXUS;

e. CORE NEXUS was insolvent or became insolvent at the time or shortly after the transfer to LESIN was made. Specifically, this includes, but is not limited to, CORE NEXUS failing to pay its debts as they became due;

f. CORE NEXUS absconded. Specifically, this includes, but is not limited to CORE NEXUS actively attempting to avoid detection of the transfer or otherwise consummating the transfer to LESIN in a haste in order to liquidate its assets.

381. Alternatively, CORE NEXUS' transfer to LESIN was constructively fraudulent.

382. Specifically, CORE NEXUS made the transfer to LESIN without receiving a reasonably equivalent value in exchange for the transfer and CORE NEXUS:

a. Was engaged or about to engage in a transaction for which the remaining assets of CORE NEXUS were unreasonably small in relation to the transaction; or

b. Intended to incur, or believed or reasonably should have believed that it would incur debts beyond its ability to pay as they became due.

383. Plaintiffs seek relief under FUFTA—to wit, the remedies provided for under FLA. STAT. § 726.108.

WHEREFORE, Plaintiffs, JASON PITTACK and VELTRACON demand judgment against Defendants, CORE NEXUS, LLC, a Montana limited liability company, CORE NEXUS, LLC, a Florida limited liability company, CORE NEXUS, LLC, a Connecticut limited liability company, CORE NEXUS, LLC, an Alaskan limited liability company, and DANIEL LESIN, an individual, (i) avoiding the above described transfers made by CORE NEXUS, LLC; (ii) ordering the return of the property transferred to LESIN; (iii) require CORE NEXUS, LLC to account to Plaintiffs, JASON PITTACK and VELTRACON for any proceeds due and owing to them as creditors of CORE NEXUS, LLC; (iv) awarding damages, costs, and all other relief set forth in

Section 726.108, Florida Statutes; and (v) any further relief that this Court deems just, fair, and equitable in favor of Plaintiffs.

COUNT XV – CONVERSION BY PITTACK AGAINST ALL DEFENDANTS

384. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

385. This is an action for conversion asserted by PITTACK against all Defendants.

386. Based on Defendants' fraudulent misrepresentations and fraudulent inducement with respect to the Vehicle, PITTACK justifiably relying on Defendants' fraudulent misrepresentations and fraudulent documents, tendered the Funds -- \$1,000,000.00, through Woodhouse to Defendants in exchange for the Vehicle.

387. Defendants never had an allocation for the Vehicle from WWFM, the Ferrari dealer.

388. To date, Defendants have refused and/or have otherwise failed to deliver the Vehicle to PITTACK.

389. To date, Defendants have refused and/or have otherwise failed to return the Funds to PITTACK.

390. By virtue of the loans made by Woodhouse to PITTACK, PITTACK is the rightful owner of the Funds.

391. Defendants have intentionally, knowingly and wrongfully asserted dominion over the Funds.

392. Defendants intentionally, knowingly and wrongfully asserted dominion over the Funds, which Defendants know belong to PITTACK.

393. Such wrongful dominion over the Funds is inconsistent with Defendants' ownership interest in the Funds.

394. Specifically, Defendants have no ownership interest in the Funds.

395. “Money is capable of identification where it is delivered at one time, by one act and in one mass, or where the deposit is special and the identical money is to be kept for the party making the deposit, or where wrongful possession of such property is obtained.” *Belford Trucking Co. v. Zagar*, 243 So. 2d 646, 648 (Fla. 4th DCA 1970)

396. The Funds are capable of identification as the Funds were made in two separate wire transfers on November 19, 2019, and December 9, 2019, respectively, to Defendants’ bank account ending in [REDACTED].

Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

Outgoing Transfer Information	
Fed Acceptance Date:	IMAD: 20191119GMQFMP01006525
Fed Acceptance Time:	OMAD: 20191119B1QGC01R02963911191215FT03
Effective Date:	2019-11-19T00:00:00
Debit Account Number:	Sender Institution:
Debit Account Type:	Sender Institution Name:
Amount:	Upload Date: 2019-11-19T11:12:00
Beneficiary:	Originator: WOODHOUSE LINCOLN MERCURY INC
Beneficiary Address 1:	Originator Address 1: 12325 EMMET ST
Beneficiary Address 2:	Originator Address 2: OMAHA NE 68164
Beneficiary Address 3:	Originator Address 3:
Beneficiary Institution:	Originating Institution:
Beneficiary Institution Name:	Originating Institution Name:
Beneficiary Institution Address 1:	Originating Institution Address 1:
Beneficiary Institution Address 2:	Originating Institution Address 2:
Beneficiary Institution Address 3:	Originating Institution Address 3:
Beneficiary Account:	Receiver Institution: 021000021
Beneficiary Account Type:	Receiver Institution Name: JPMCHASE
Wire Number:	Originator to Beneficiary Info 1:
Wire Status:	Originator to Beneficiary Info 2:
	Originator to Beneficiary Info 3:
	Originator to Beneficiary Info 4:

See Woodhouse wire to CORE NEXUS of initial deposit, Exhibit 9.

Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

Outgoing Transfer Information	
Fed Acceptance Date:	IMAD: 20191209GMQFMP01017288
Fed Acceptance Time:	OMAD: 20191209B1QGC01R06022612091603FT01
Effective Date:	2019-12-09T00:00:00
Debit Account Number:	Sender Institution:
Debit Account Type:	Sender Institution Name:
Amount:	Upload Date: 2019-12-09T14:22:00
Beneficiary:	Originator: WOODHOUSE LINCOLN MERCURY INC
Beneficiary Address 1:	Originator Address 1: 12325 EMMET ST
Beneficiary Address 2:	Originator Address 2: OMAHA NE 68164
Beneficiary Address 3:	Originator Address 3:
Beneficiary Institution:	Originating Institution:
Beneficiary Institution Name:	Originating Institution Name:
Beneficiary Institution Address 1:	Originating Institution Address 1:
Beneficiary Institution Address 2:	Originating Institution Address 2:
Beneficiary Institution Address 3:	Originating Institution Address 3:
Beneficiary Account:	Receiver Institution: 021000021
Beneficiary Account Type:	Receiver Institution Name: JPMCHASE
Wire Number:	Originator to Beneficiary Info 1: MONZA
Wire Status:	Originator to Beneficiary Info 2:
	Originator to Beneficiary Info 3:
	Originator to Beneficiary Info 4:

See Woodhouse wire to CORE NEXUS of second deposit, Exhibit 15.

397. Defendants have converted the Funds belonging to PITTACK and are liable to PITTACK for damages caused by their conversion in an amount to be proven at trial.

398. Defendants' actions constitute willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to the consequences of their actions and/or omissions.

399. PITTACK is thereby entitled to an award of punitive damages against Defendants in an amount to be determined by the court, which will be pled at a later time. Defendants specifically intended to cause harm to PITTACK, and any punitive damages award is therefore not limited by any statutory cap.

WHEREFORE, Plaintiff, JASON PITTACK demands judgment against Defendants, CORE NEXUS, LLC, a Montana limited liability company, CORE NEXUS, LLC, a Florida limited liability company, CORE NEXUS, LLC, a Connecticut limited liability company, CORE NEXUS, LLC, an Alaskan limited liability company, and DANIEL LESIN for damages, costs, prejudgment and post-judgment interest, attorneys' fees, and any further relief deemed just and proper in favor of Plaintiff, JASON PITTACK.

COUNT XVI – RESCISSION BY PITTACK AGAINST ALL DEFENDANTS

400. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

401. This Count for rescission is being plead in the alternative, in the event this Honorable Court finds no adequate remedy at law.

402. In exchange for good and valuable consideration, on or about November 18, 2019, PITTACK and CORE FLORIDA or PITTACK and CORE CONNECTICUT or PITTACK and CORE MONTANA or PITTACK and CORE ALASKA or PITTACK and LESIN entered into the Purchase Agreement. *See Exhibit 7.*

403. The March 2019 Deposit Wire fraudulently purports to evidence the allocation of Vehicle by the Dealer to Defendants.

404. Upon information and belief, the March 2019 Deposit Wire and the December 2019 Deposit Wire was fraudulently manufactured, created and/or manipulated by LESIN who was acting on behalf of himself and/or on behalf of CORE NEXUS.

405. PITTACK has rescinded the Purchase Agreement and has notified Defendants of the rescission. *See Exhibit 18.*

406. The Parties can only be returned to the *status quo*, upon the return of the Funds from Defendants to PITTACK or to Woodhouse who remitted the Funds on PITTACK's behalf.

WHEREFORE, PITTACK, respectfully, requests this Court enter judgment in favor of PITTACK, against Defendants, awarding damages in the amount of \$1,000,000.00, including, but not limited to pre and post judgment interest, costs, attorneys' fees and grant such other and further relief as this Court deems just and proper.

COUNT XVII – VIOLATION FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT ("FDUTPA") (FLA. STAT. §§ 501.201, et seq.)

407. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

408. Chapter 501, FLA. STAT. Florida's Deceptive and Unfair Trade Practices Act is to be liberally construed to protect the consuming public, such as Plaintiffs in this case, from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.

409. PITTACK is a consumer within the meaning of FLA. STAT. §501.203(7).

410. Defendants engaged in trade and commerce within the meaning of FLA. STAT. § 501.203.(8).

411. While FDUTPA does not define “deceptive” and “unfair,” it incorporates by reference the Federal Trade Commission’s (“FTC”) interpretations of these terms.

412. The FTC has found that a “deceptive act or practice” encompasses “a representation, omission or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.”

413. Defendants’ deceptive and unfair practices include, but are not limited to:

- a. Defendants, through and/or at the direction of LESIN, fraudulently manufacturing the purchase order for the Vehicle in order to induce PITTACK into not only believing that LESIN had an allocation for a 2020 Ferrari Monza SP2, a very rare supercar (which Defendants did not) but that PITTACK was also entering into the Purchase Agreement with a legitimate seller (which Defendants were not);
- b. Defendants, through and/or at the direction of LESIN, fraudulently manufacturing the March 2019 Deposit Wire and the December 2019 Deposit Wire in order to induce PITTACK into transferring one-million dollars – the Funds, to Defendants for a transaction that Defendants knew at the outset was never going to take place because, upon information and belief, Defendants never had the Vehicle;
- c. LESIN failing to articulate to VELTRACON and/or PITTACK, whether it was CORE FLORIDA, CORE CONNECTICUT, CORER MONTANA and/or CORE ALASKA that was entering into the Purchase Agreement,¹⁹

¹⁹ This was a deceptive and unfair practice inasmuch as Defendants, acting through and/or at the direction of LESIN knew before entering into the Purchase Agreement that they were going to breach the Purchase Agreement because (i) Defendants, acting through and/or at the direction of LESIN fraudulently manufactured the purchase order for the Vehicle, and (ii) fraudulently manufactured the March 2019 Wire Deposit and December 2019 Wire Deposit which reflect payment from Core Nexus, LLC to WWFM (the Ferrari dealer) for the Vehicle. Despite not having

- d. Defendants, through and/or at the direction of LESIN, procuring the services of VELTRACON to assist with finding a buyer for the Vehicle, which Defendants knew was never allocated to them;
- e. Defendants, through and/or at the direction of LESIN, entering into the Purchase Agreement in bad faith because Defendants knew at all times material hereto that they had no intent and no ability to perform under the Purchase Agreement;
- f. Defendants, through and/or at the direction of LESIN, taking the Funds in bad faith because at all times material hereto Defendants knew that they could never deliver the Vehicle to PITTACK;
- g. Subsequent to entering into the Purchase Agreement, continuously making material misrepresentations to both VELTRACON and PITTACK, that included, but were not limited to, misrepresenting the status of production of the Vehicle;
- h. Defendants, through and/or at the direction of LESIN, refusing to return the Funds to PITTACK after fraudulently inducing PITTACK into tendering the Funds (through Woodhouse); and

the Vehicle to sell, and despite never making any deposits with WWFM for the allocation of the Vehicle, Defendants entered into the Purchase Agreement with PITTACK. By failing to articulate in the Purchase Agreement whether it was CORE FLORIDA, CORE CONNECTICUT, CORE MONTANA, and/or CORE ALASKA that was entering into the Purchase Agreement with PITTACK, and by simply stating “Core Nexus, LLC,” Defendants were disingenuously and preemptively attempting to create a facially convoluted jurisdictional problem for the inevitable litigation that would have to be filed when the Vehicle was ultimately not delivered to PITTACK and the Funds were not returned—i.e., the instant lawsuit. By carrying out this deceptive and unfair trade practice, Defendants knew that Plaintiffs would ultimately have to sue all of the Core Nexus entities tied to LESIN, thereby giving their lawyers the opportunity to disingenuously play legal gymnastics and potentially raise red herring jurisdictional arguments before this Honorable Court.

- i. Defendants, through and/or at the direction of LESIN, failing to inform PITTACK that Defendants transferred the Funds to third-parties, and failing to inform PITTACK that Defendants never had an allocation for the Vehicle.

414. This Honorable Court should be rest assured that the foregoing deceptive and unfair practices of Defendants are neither coincidences nor one-off acts of LESIN and CORE NEXUS, LLC.

415. To be sure, PITTACK is aware of at least two (2) other cases, where it is alleged that LESIN and CORE NEXUS, LLC manufactured false documents (purchase orders for high-end supercars and bank wire receipts), induced buyers into entering into a purchase and sale agreement for the supercar and into depositing substantial sums of monies to LESIN, his father, and other entities, ultimately failing to deliver the supercar; and failing to return the monies to the purchasers.²⁰

416. As a result of Defendants' deceptive and unfair trade practices, PITTACK was deceived into transferring the Funds to Defendants, deceived into believing that PITTACK would obtain right, title and interest in the Vehicle, deceived into believing that VELTRACON would obtain right, title and interest in \$10,000.00, when Plaintiffs would have otherwise been able to protect and preserve the Funds—thus causing significant economic damage to Plaintiffs.

417. The materially false statements and omissions, fraudulent conduct, and ultimate sham transaction perpetrated upon Plaintiffs by Defendants were unfair, unconscionable, and deceptive practices which would have likely deceived a reasonable person under the circumstances.

²⁰ To date, Plaintiffs are aware of JPCM, Inc. and Pagani of Beverly Hills. Upon information and belief, there may be other victims of Defendants' fraudulent, deceptive, and unfair trade practices.

418. Defendants were on notice at all relevant times that the false representations of material facts described above were being communicated to prospective customers (such as PITTACK, JPCM, Inc., and Pagani of Beverly Hills to name a few).

419. Upon information and belief, agreements similar to the Purchase Agreement exist by and between Defendants and non-parties such as JPCM, Inc., and Pagani of Beverly Hills.

420. As a result of the false representations described above, Plaintiff PITTACK has been damaged by, among other things, losing \$1,000,000.00 and precluded from receiving the Vehicle, return of the Funds and/or sole ownership in CORE NEXUS, LLC holding the Vehicle as an asset.

421. As a result of the false representations described above, Plaintiff VELTRACON, has been damaged by, among other things, losing \$10,000.00 for the services rendered to both Defendants and PITTACK.

422. Plaintiffs have also been damaged in other and further ways subject to proof at trial.

423. Therefore, Defendants engaged in unfair and deceptive trade practices in violation of Section 501.201 FLA. STAT. *et seq.*

424. At all times material hereto, CORE CONNECTICUT, CORE ALASKA, CORE MONTANA and CORE FLORIDA were the “alter ego” of LESIN and served as corporate entity he dominated and controlled to further his interest and participation in the fraudulent scheme.

425. Pursuant to §§ 501.211 (1) and 501.2105, FLA. STAT. Plaintiffs are entitled to recover from Defendants the reasonable attorneys’ fees Plaintiffs have incurred in the undersigned counsel’s representation of Plaintiffs’ interests in this matter.

WHEREFORE, Plaintiffs, JASON PITTACK and VELTRACON demand judgment against Defendants, CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, CORE FLORIDA and LESIN, for an amount within the jurisdictional limits of this Court, including an award of interest and an award of attorneys' fees and costs pursuant to FLA. STAT. §501.211(1) and 501.2105, and any further relief deemed just and proper by this Court. Plaintiffs reserve the right to seek leave of court to assess punitive damages against Defendants.

COUNT XVIII – VIOLATIONS OF RACKETEERING AND ILLEGAL DEBTS (RICO)

426. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

427. CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, CORE FLORIDA and LESIN are part of an enterprise, an organizational relationship that was used to carry out fraud. Each Defendant together with each other are co-conspirators.

428. The enterprise was an ongoing organization, formal or informal and functioned both as a continuing unit and has a common purpose of engaging in a course of conduct: fraudulently manufacturing and producing to buyers and brokers fake purchase orders from WWFM for a 2020 Ferrari Monza SP2, fraudulently manufacturing and producing to buyers and brokers fake wire deposits from CORE NEXUS to WWFM falsely representing deposits made by CORE NEXUS to WWFM for a 2020 Ferrari Monza SP2, to solicit and fraudulently induce buyers and brokers to enter into purchase and sale agreements for a 2020 Ferrari Monza SP2, in furtherance of obtaining deposit funds from buyers and otherwise hiding their fraudulent conduct.

429. CORE ALASKA, CORE MONTANA, CORE CONNECTICUT, CORE FLORIDA are alter-egos of LESIN and served as corporate entities that LESIN dominated and controlled to further his interest and participation in the fraudulent scheme.

430. LESIN is the center of the relationship between all Defendants. Defendants have a common purpose and the operation has been sustained over a period time beginning in 2019 and continues to the filing of this Complaint.

431. Defendants have sustained a pattern of similar conduct and similar fraud establishing a pattern of misconduct that is reasonably likely to continue.

432. Defendants have treated others in the same illegal manner as Defendants have treated the Plaintiffs herein.

433. This includes, but is not limited to JPCM, Inc., Element 6 Supercars, LLC, and Pagani of Beverly Hills.

434. Defendants' conduct is unlawful and committed within a five (5) year period.

435. Defendants' unlawful acts themselves amount to or otherwise constitute a threat of continuing racketeering activity.

436. Defendants' unlawful acts are connected to one another, in that Defendants attempted to sell the same Vehicle to non-parties, JPCM, Inc. and Pagani of Beverly Hills, and to PITTACK over the course of 2019 and early 2020.

437. In connection with the execution of the Purchase Agreement for the Vehicle Defendants employed devices, schemes, or artifices to defraud.

438. Specifically, CORE NEXUS, through LESIN, acting on behalf of himself and/or on the behalf of CORE NEXUS, fabricated fraudulent documents, that include, but are not limited to, the ALDL Purchase Order, the March 2019 Wire Deposit and the December 2019 Wire Deposit in furtherance of carrying out the fraudulent scheme.

439. LESIN operated this scheme beginning on a date unknown and known only by the Defendants but no later than March 2019 and continuing until present.

440. In connection with the execution of the Purchase Agreement for the Vehicle, directly or indirectly LESIN obtained money, property and/or the Funds, by means of untrue statements of material fact or omitted material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, when in all reality, they were misleading.

441. Beginning on a date unknown and known only by the Defendants, but no later than March 2019, and continuing until the present, LESIN, knowingly and willfully concealed or covered up, by his schemes, a material fact that CORE NEXUS did not have an allocation from WWFM for the 2020 Ferrari Monza SP2, and therefore could never hold the Vehicle as an asset.

442. Beginning on a date unknown and known only by the Defendants, but no later than March 2019, and continuing until the present, LESIN, knowingly and willfully concealed or covered up, his schemes and multiple schemes.

443. LESIN created false writings and documents and used them, and also made false statements or representations during the execution of the scheme that concealed the scheme. LESIN knew these writings and documents and statements were false.

444. In connection with the execution of the Purchase Agreement, LESIN employed devices, schemes, or artifices to defraud. LESIN operated CORE ALASKA, CORE FLORIDA, CORE CONNECTICUT, and/or CORE MONTANA, in a scheme to defraud Plaintiffs and others. The scheme was structured to give the appearance to potential buyers and brokers that either (or all of them) CORE ALASKA, CORE FLORIDA, CORE CONNECTICUT and/or CORE MONTANA held an allocation for the Vehicle from WWFM, the Ferrari dealer. Based upon these representations, and based upon the fraudulent documents produced by LESIN,

PITTACK and others, executed the Purchase Agreement (and similar agreements) and paid the Funds and other monies as described herein.

445. Defendants, through LESIN, continue to employ this scheme to the present day.

446. By continuing to perpetrate the scheme, Defendants, through LESIN, give the appearance that LESIN or the co-conspirators hold an allocation for a 2020 Ferrari Monza SP2 from WWFM, the Ferrari dealer, when such is not the case.

447. Due to the extensive predicate acts committed by Defendants, there is nothing to prevent them from continuing to execute their schemes.

WHEREFORE, Plaintiffs requests an order of divestiture of any interest in any enterprise, permanently enjoining Defendants from engaging in any activities involving or connected with the solicitation of Vehicle allocation sales or Vehicle sales, permanently enjoining Defendants from violating, aiding or abetting the violation of, and conspiring to violate any provision of the Florida RICO Act, impose reasonable restrictions upon the future activities including but not limited to, prohibiting Defendants from engaging in the same type of endeavor as the enterprise in which the Defendants was engaged in; order the dissolution of the enterprise, order the forfeiture of the article of organization under the law of Florida, and revocation of the certificates authorizing a foreign company to conduct business within Florida, forfeiture of all property, including cash or other vehicles and assets, used in the course of, derived from, or realized through the conduct of the Defendants, order the Defendant to divest or disgorge any ill-gotten gains/proceeds, retain jurisdiction to direct the proper distribution of the proceeds of forfeiture, award Plaintiffs costs of litigation, including attorney's fees, any and all relief afforded to Plaintiffs by law or in equity, and other relief this Court deems appropriate.

**COUNT XIX – VIOLATION OF FLA. STAT. § 817.44 INTENTIONAL FALSE
ADVERTISING BY PITTACK AGAINST ALL DEFENDANTS**

448. Plaintiffs re-allege and incorporate Paragraphs 1-138 above as if fully stated herein.

449. LESIN and/or CORE MONTANA and/or CORE ALASKA and/or CORE FLORIDA and/or CORE CONNECTICUT, all acting through or at the direction of LESIN, offered to sell the Vehicle, a 2020 Ferrari Monza SP2 to the general public, which includes, but is not limited to, PITTACK.

450. The means by which LESIN and/or CORE MONTANA and/or CORE ALASKA and/or CORE FLORIDA and/or CORE CONNECTICUT, all acting through or at the direction of LESIN, advertised the sale of the Vehicle, a 2020 Ferrari Monza SP2 to the general public, which includes, but is not limited to PITTACK, through the use of brokers such as VELTRACON.

451. At all times material hereto, LESIN and/or CORE MONTANA and/or CORE ALASKA and/or CORE FLORIDA and/or CORE CONNECTICUT, all acting through or at the direction of LESIN, were advertising the sale of the Vehicle, a 2020 Ferrari Monza SP2 as part of a plan or scheme with the intent not to sell the Vehicle.

452. To be sure, LESIN, CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and/or CORE MONTANA,²¹ through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, represented false statements of material facts to PITTACK.

453. In November of 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants had an

²¹ CORE FLORIDA, CORE CONNECTICUT, CORE ALASKA and CORE MONTANA will collectively be referred to as “CORE NEXUS”

allocation for the Vehicle by virtue of the ALDL, LLC Purchase Order for deal number 104613 with WWFM, the Ferrari dealer.

Wide World Ferrari-Maserati
 101 East Route 59 • Spring Valley, NY 10977
 (845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
 CUST# 9177226336
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT		DATE 04/19/2019	
BUYER/LESSEE ALDL, LLC		CO-BUYER/CO-LESSEE N/A	
ADDRESS P.O. BOX 7967		ADDRESS N/A	
CITY, STATE, ZIP MISSOULA, MT 59807		CITY, STATE, ZIP N/A	
HOME #	WORK #	CELL #	
N/A	N/A	N/A	N/A
EMAIL N/A		EMAIL N/A	

THE TRANSACTION			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)			
THE VEHICLE			
YEAR 2020	MAKE FERRARI	MODEL MONZA	MILEAGE N/A
		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FORMER LEASE/RENTAL <input type="checkbox"/> LOANER	
TYPE CV	COLOR N/A	TRIM N/A	CYL N/A
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.		Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.	
ESTIMATED DELIVERY DATE BY 01/01/2021	DELIVERY LOCATION WIDE WORLD FERRARI MASERATI	STOCK NO. (IF RESERVED)	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxicab N/A , a driver education vehicle N/A , or a rental vehicle N/A .			
THE PRICE			
LEASE PAYMENT	VEHICLE PRICE	1750000.00	
LEASE TERM	OPTIONAL DEALER INSTALLED EQUIPMENT		
C.O.D.		N/A	
LEASE END VALUE		N/A	
MILEAGE ALLOWANCE		N/A	
ONE-TIME PAYMENT AMOUNT		N/A	
		N/A	
		N/A	
		N/A	
		N/A	
		N/A	
		N/A	
		N/A	
		N/A	
THE TRADE-IN			
YEAR N/A	MILEAGE N/A	MAKE N/A	MODEL N/A
PLATE NO. N/A	EXP. DATE N/A	VIN N/A	COLOR N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OWED N/A	LESS TRADE-IN CREDIT - (Enter net 1 and 2 on back) N/A
		CASH PRICE	1750000.00
TAXES AND OTHER FEES			
INS. AGENT	PHONE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
ADDRESS			
INS. CO.			

See ALDL, LLC Purchase Order, Exhibit 5.

455. In November of 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants made a \$500,000.00 initial deposit to WWFM on March 21, 2019, for the allocation of the Vehicle.

Review this request Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page.

Account Details

Wire to: Wide World Ferrari Maserati (...7533)

Wire from: CORE NEXUS LLC (...2931)

Wire Details - Sender

Wire amount: 500000.00 U.S. Dollars (USD)

Scheduled On: 03/21/2019 at 08:31 PM ET

Wire date: 03/22/2019

Message to recipient: Monza Deposit 1

Message/Instructions to recipient bank:

Memo:

Status: Completed

Submitted by: Administrator on 3/21/2019 8:31:13 PM

Last modified by: Not Available on 3/22/2019 4:10:28 AM

Approved by: Not Available

[Wire Activity](#)

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE
<https://secure070.chase.com/web/auth/dashboard/dashboard/misact/fixact/index?param=methodwire> 1/2

See March 2019 Deposit Wire, **Exhibit 6**.

457. On or about December 2, 2019, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, falsely stated/represented to Plaintiffs that Defendants are making or made a second deposit of \$500,000.00 to WWFM for the allocation of the Vehicle.

458. In falsely stating/representing to Plaintiffs on or about December 2, 2019, that Defendants are making or made a second deposit of \$500,000.00 to WWFM for the allocation of

the Vehicle, Defendants fabricated and manipulated the December 2019 Deposit Wire and presented same to Plaintiffs.

12/5/2019

Wire activity - J.P. Morgan Online
J.P.Morgan

Wire date	Status	Wire to	Transaction number	Debit amount	Amount
Dec 5, 2019	Completed	Wide World Ferrari	5227863857	\$500,000.00	\$500,000.00 USD

Wire to: Wide World Ferrari (...7533)

Wire from: CORE NEXUS LLC (...2931)

Amount: \$500,000.00 USD (U.S. Dollar)

Wire fee: See analysis statement

Total wire cost: \$500,000.00 USD (U.S. Dollar)

Wire date: Dec 5, 2019

Status: Completed

Status date: Dec 5, 2019

Message to recipient: Monza Deposit 2

Message to recipient bank: None

Memo: None

Submitted by: Administrator

Submitted by date and timestamp: 12/05/2019 11:33:43 AM ET

See December 2019 Deposit Wire, **Exhibit 14**.

459. Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, knew or should have known that the foregoing statements/representations referenced in the preceding paragraphs were false when made in light of the fact that Defendants (i) did not have an allocation for the Vehicle, and (ii) never had the intent to sell the Vehicle to PITTACK.

460. In making the false statements/representations set forth above, Defendants, through LESIN acting on behalf of himself and/or on behalf of CORE NEXUS, intended to induce PITTACK's reliance on such false statements/representations.

461. Specifically, Defendants intended to induce PITTACK's reliance on such false statements/representations in an active effort to have PITTACK enter into the Purchase Agreement

with Defendants, and to have PITTACK remit the Funds (\$1,000,000.00) to Defendants for the Vehicle.

462. PITTACK justifiably relied on Defendants' false statements/representations to his detriment because he did in fact rely on such statements/representations and fabricated and manipulated documentation provided by Defendants in entering into the Purchase Agreement and in having Woodhouse on his behalf, remit the Funds (\$1,000,000.00) to CORE NEXUS.

463. PITTACK was damaged at a minimum in the amount of \$1,500,000.00.²²

464. PITTACK is entitled to recover those damages and entitled to recover those damages against the Defendants joint and severally.

WHEREFORE, Plaintiff, JASON PITTACK respectfully requests this Court enter judgment in favor of PITTACK in the amount of \$1,500,000.00, including costs, pre- and post-judgment interest, and grant such other and further relief as this Court deems just and proper against Defendants, CORE NEXUS, LLC, a Florida limited liability company, CORE NEXUS, LLC, a Montana limited liability company, CORE NEXUS, LLC, an Alaskan limited liability company, CORE NEXUS, LLC, a Connecticut limited liability company, and DANIEL LESIN.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury in this action of all issues so triable.

RESERVATION OF RIGHTS

Plaintiff reserves the right to further amend this Amended Complaint, upon completion of investigation and discovery, to assert any additional claims, including but not limited to Civil

²² The amount of damages does not take into account any amount of punitive damages that Plaintiffs will be seeking at a later time.

Theft for relief against Defendants or other parties as may be warranted under the circumstances and as allowed by law.

DATED THIS 27th day of October, 2022.

***Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary & alternate email address(es) for the purposes of e-mail service as: jake.goodman@team.law and paralegal@ptd.law**

Respectfully submitted,
Team Law,
24 SE 20th Street
Fort Lauderdale, Florida 33316
Telephone # 954-800-6480;
Email: jake.goodman@team.law
john.taddeo@ptd.law
paralegal@ptd.law
TEL: (954) 800-6480

BY: /s/ Jake M. Goodman
JAKE M. GOODMAN, ESQ.
FLA. BAR NO. 121523
FOR THE FIRM



EXHIBIT

1

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
CUST# 5514272877
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT
BUYER/LESSEE GREY BLACK HOLDINGS LLC
ADDRESS 415 N BENTON AVENUE
CITY, STATE, ZIP HELENA, MT 59711
HOME # 551-427-2877

DATE 12/13/2019
CO-BUYER/CO-LESSEE N/A
ADDRESS N/A
CITY, STATE, ZIP N/A
HOME # N/A WORK # N/A CELL # N/A
EMAIL N/A

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

YEAR 2020 MAKE FERRARI MODEL MONZA SP1 MILEAGE X NEW
TYPE CV COLOR TRIM CYL VIN

Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.

ESTIMATED DELIVERY DATE BY 01/01/2021 DELIVERY LOCATION WIDE WORLD FERRARI MASERATI STOCK NO. (IF RESERVED)

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A, a taxicab N/A, a driver education vehicle N/A, or a rental vehicle N/A.

THE PRICE

Table with columns: LEASE PAYMENT, LEASE TERM, G.O.D., LEASE END VALUE, MILEAGE ALLOWANCE, ONE-TIME PAYMENT AMOUNT, VEHICLE PRICE, OPTIONAL DEALER INSTALLED EQUIPMENT. Values include 1750000.00 and N/A.

THE TRADE-IN

YEAR N/A MILEAGE N/A MAKE N/A MODEL N/A COLOR N/A LESS TRADE IN CREDIT N/A
PLATE NO. N/A EXP. DATE N/A VIN N/A TRADE DIFFERENCE N/A
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT AMOUNT OWED N/A CASH PRICE 1750000.00

TAXES AND OTHER FEES

Table with columns: INS. AGENT, ADDRESS, INS. CO., POLICY NO., Dealer's optional fee for processing application for registration and/or certificate of title, and various tax/fee amounts like TOTAL TAXABLE AMOUNT \$ 1750075.00.

SPECIAL NOTICE TO CONSUMER—IF UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION.

New York State Law requires us to accept and manage waste tires from vehicles in exchange for an equal number of new tires that we sell or install.

*The optional dealer registration or title application fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees.

ESTIMATED TITLE AND REGISTRATION FEES: THE AMOUNT INDICATED ON THE SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES.

Purchaser's execution of this Order certifies (1) he is of legal age and if a corporate purchaser that he has the legal authority to execute a binding contract in this State, (2) that he has read the terms on the front and back of this Order, including the Arbitration Provision, (3) that the above-identified trade-in has not sustained any frame damage and that the true mileage of that trade is as represented on the mileage form accompanying this transaction, (4) that he has received a true and completely filled-in copy of this Order at the time of signing, and (5) that this agreement is not binding until signed by purchaser and dealer.

BUYER'S SIGNATURE CO-BUYER'S SIGNATURE N/A ACCEPTED BY
DATE 12/13/2019 DATE N/A DATE 12/13/2019

ADDITIONAL TERMS OF AGREEMENT

1. Trade-in Credit. If part of the consideration for the vehicle being purchased is a trade-in vehicle and that vehicle is not delivered when this Agreement is signed, Dealer has the right to reappraise the trade vehicle for physical damage, depreciation and alteration at the time of its delivery. As a result of such reappraisal, Customer's trade-in allowance as set forth on this Agreement may be reduced, which in turn may increase the cash balance due from Customer.
2. Trade-in Obligations. Customer must complete a Trade Vehicle Disclosure Statement and a mileage certification statement, and give satisfactory proof of vehicle ownership for any vehicle traded. Customer warrants there are no liens on the trade vehicle and that no money is owed toward the vehicle or for repairs to the vehicle, except as shown on this agreement. Customer further warrants the trade vehicle does not have a welded or bent frame, that the motor block is not cracked or welded and has not been repaired, that the vehicle has not been flood damaged or declared a total loss for insurance purposes and that emission control devices have not been altered or removed.
3. Purchase Price. The total cash price less the trade-in allowance shown on the front of this Agreement is the final cash price. If the vehicle is a new motor vehicle, no additional fee or charge will be imposed or collected due to changes in the manufacturer's list price, or changes in the cost of freight or services provided unless allowed by law. Customer agrees to pay the final cash price due on delivery as shown on the front of this Agreement. If there are changes in the final cash price, Customer will pay the cash price due on delivery as changed by such adjustment. Acceptable forms of final cash payment on delivery are: cash, bank check and certified check.
4. Delivery. If this Agreement is for the purchase of a new vehicle, regardless of whether you have provided Dealer with a deposit, this Agreement is subject to the vehicle's availability, and Dealer does not guarantee that the vehicle will be obtained from the manufacturer or obtained within a specified time period. A deposit does not guarantee that the vehicle will be available for delivery to you. In the event you have provided a deposit and Dealer does not obtain the vehicle for you, your deposit will be refunded to you and Dealer will have no duty, under this agreement, to deliver the vehicle ordered or any other vehicle. In the event you have not provided a deposit, no deposit will be refunded and Dealer will have no duty, under this agreement, to deliver the vehicle ordered or any other vehicle.
5. Delays in Delivery. Dealer is not liable for delays caused by the manufacturer, accidents, sureties, fires or other causes beyond its control.
6. No Priority of Delivery. Dealer does not make any representation as to the order in which vehicles are delivered to purchasers, including Customer, other than to state that it estimates the vehicle being purchased will be available for delivery on the estimated delivery date on this Agreement. Dealer does not make any representation or guarantee of delivery priority as between other buyers and Customer.
7. Change of Design. The manufacturer has the right to change the design of any make or model of vehicle, including its chassis, accessories, model designation or any parts thereof, at any time, without notice. In the event of a change in the chassis, accessories or any parts by the manufacturer, Dealer has no duty, except to deliver the vehicle as made by the manufacturer. In the event that the manufacturer discontinues any make or model, which includes, but is not limited to, a change in model designation, Dealer has no duty to deliver a vehicle, which is no longer being manufactured. Any deposit which may have been provided to Dealer may not be transferred to another order, purchase agreement or applied toward any replacement vehicle, model or model designation of the manufacturer. In such instances, the deposit will be refunded to you. Should you thereafter wish to purchase some other vehicle from Dealer, including the next make or model or model designation of the discontinued vehicle, you will be required to enter into a separate purchase agreement and be subject to its provisions, including a "No Priority of Delivery" provision similarly set forth on this Agreement.
8. Disclaimer of Warranties. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VEHICLE AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, THIS PROVISION DOES NOT AFFECT (1) ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE, (2) DOES NOT LIMIT ANY IMPLIED OR OTHER WARRANTIES IMPOSED AS A MATTER OF LAW (e.g. LEMON LAWS) AND (3) DOES NOT LIMIT ANY WARRANTY DESCRIBED IN THIS AGREEMENT OR IN A SEPARATE WRITING GIVEN IN CONNECTION WITH THIS TRANSACTION. ADDITIONALLY, EXCEPT AS REQUIRED BY LAW, DEALER IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SALE OF THIS VEHICLE.
9. Export Policy. If required by the manufacturer, Customer agrees to sign an "Acknowledgment of Export Policy."
10. Cooperation Paragraph. By signing this Agreement and accepting delivery of the vehicle, Customer agrees to cooperate with Dealer and to return to the dealership upon its request, within seven (7) days of such request, to perform any step necessary to complete the sale and transfer of the vehicle, including (1) to furnish necessary information to obtain financing, to title and register the vehicle, to record and perfect a lien and to obtain title to any trade-in vehicle, (2) to execute and re-execute, and deliver and re-deliver, all required paperwork to obtain financing, to title and register the vehicle, to record and perfect a lien, and to obtain title to any trade-in vehicle and (3) to perform any such other act and provide any such other information and thing as may be reasonably necessary and requested by you, manufacturer, lender or the Department of Motor Vehicles to complete this transaction.
11. Cancellation. Unless this Agreement is non-binding because Dealer is assisting Customer in obtaining vehicle financing, this Agreement is binding and may not be cancelled for any reason. If Dealer is assisting with vehicle financing, this Agreement is not binding until all credit terms are presented to the Customer and accepted. If Customer does not accept the credit terms presented, Customer may cancel this Agreement and any deposit that was provided will be refunded. If the manufacturer refuses to accept this order or fails to deliver the vehicle being purchased after accepting the order, upon Dealer's prompt notification and refund of Customer's deposit, Dealer may cancel this Agreement.
12. No Other Agreements. There are no understandings or agreements between Dealer and Customer other than those set forth in this Agreement and attachments to this Agreement, if there are any such attachments.
13. AGREEMENT TO ARBITRATE. READ THIS PROVISION CAREFULLY BEFORE SIGNING THIS AGREEMENT. IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND TO HAVE A TRIAL. Dealer and Customer agree to arbitrate any claim, dispute or controversy, including all contractual, statutory and common law claims and any state or federal claims that may arise under this Agreement. By agreeing to arbitration, as the exclusive method to resolve all claims, disputes or controversies, Dealer and Customer understand and agree that they are waiving the right to maintain other available resolution processes, such as a court action or administrative proceeding, and the right to trial by jury, to settle any dispute that may arise between us. Without limitation, Consumer Fraud, Lemon Law, and Truth-In-Lending claims are just three examples of the various types of claims subject to arbitration under this Agreement. Dealer and Customer agree to (i) waive any right to pursue any claims arising under this agreement, including statutory, state or federal claims, as a class action, whether in court or as a class arbitration, or (ii) to have an arbitration under this agreement consolidated with any other arbitration or proceeding. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association, or such other organization as you and I shall agree, before a single arbitrator and the decision of that arbitrator shall be binding upon us. The costs incurred in the arbitration process, including American Arbitration Association and arbitrator fees, shall be shared equally and each shall bear their own attorneys fees and costs associated with the arbitration, unless the arbitrator, upon application by the prevailing party, determines a different allocation of costs and fees is appropriate. Arbitration shall take place at the address of the dealership listed on the agreement.
14. Repurchase Option. If the vehicle being purchased is unique and is in high demand and limited supply and is regularly being sold at prices in excess of manufacturer's suggested retail price (MSRP), Purchaser may be required to give Dealer a written option to purchase the vehicle and a nominal security interest in the vehicle.
15. Brokers. Purchaser further represents and warrants that his purpose in purchasing the vehicle is for his personal use and that he is not buying the vehicle to broker for resale and that he has not and does not intend to enter into an agreement to sell the vehicle for profit.

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

**EXHIBIT
2**

JPCM, INC.,)
)
Plaintiff,)
)
v.)
)
CORE NEXUS LLC, and)
DANIEL LESIN,)
)
Defendants.)
_____)

CASE NO. _____

COMPLAINT

Plaintiff JPCM, Inc. (“JPCM” or “Plaintiff”), by and through the undersigned counsel, brings this action against defendants Core Nexus LLC (“Core Nexus”) and Daniel Lesin (“Lesin”) (collectively, “Defendants”) for breach of contract, and in support alleges:

THE PARTIES

1. Plaintiff is a Canadian corporation with a registered address of 3504-183 Wellington Street West, Toronto, Ontario, Canada M5V 0A1.
2. Defendant Core Nexus is a Florida limited liability company with a principal address at 7901 4th Street North, Suite 300, Saint Petersburg, Florida 33702.
3. Defendant Lesin is an individual who resides at 21 Oak Drive, Upper Saddle River, New Jersey 07458.
4. Defendant Lesin and his father, Alexander Lesin, are the only two officers of Core Nexus.

5. Defendant Lesin is an officer of another entity that is also named Core Nexus LLC with a registered address of 124 Pine Street, Missoula, Montana 59802 (“Core Nexus Montana”).

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this case because it is an action for damages in excess of \$500,000, exclusive of interest, attorneys’ fees, and costs.

7. Defendants are subject to jurisdiction in Florida pursuant to Florida Statutes Section 48.193(9) and paragraph 19 of the parties’ Confidential Settlement Agreement and Mutual General Releases (“Settlement Agreement”) dated April 13, 2020, attached as *Exhibit 1*.

8. Venue is proper in Miami-Dade County pursuant to the parties’ Settlement Agreement. *Id.* at ¶ 19.

FACTUAL ALLEGATIONS

Allocation Agreement

9. On July 5, 2019, JPCM and Core Nexus entered into the Allocation Purchase Agreement (“Allocation Agreement”). Non-party Element 6 Supercars LLC (“Element”) was a party to the Allocation Agreement for facilitating the transaction.

10. Pursuant to the Allocation Agreement, JPCM purchased the right, title, benefit and interest of Core Nexus “in and to the allocation of a 2020 Ferrari Monza SP2 from Wide World Ferrari-Maserati of Spring Valley, New York (“Wide World Ferrari”).”

11. On or around July 9, 2019, JPCM fulfilled its obligations under the Allocation Agreement by sending a wire transfer of \$700,000.00 to Core Nexus.

12. JPCM also sent a wire transfer of \$25,000.00 to non-party Element for facilitating the purchase.

13. From July 2019 through February 2020, JPCM consistently requested that Core Nexus fulfill its obligations pursuant to the Allocation Agreement to no avail.

14. On or around February 10, 2020, JPCM learned that Core Nexus had no right, title, benefit, or interest in or to the allocation of a 2020 Ferrari Monza SP2 from Wide World Ferrari and that Core Nexus was in breach of the Allocation Agreement.

Arbitration Dispute Arising from Core Nexus's Breach of the Allocation Agreement

15. On or around March 3, 2020, JPCM received notification of an arbitration petition filed by Core Nexus against JPCM before the American Arbitration Association.

16. The arbitration petition admitted that Core Nexus could not deliver the 2020 Ferrari Monza SP2.

17. The arbitration petition requested declaratory relief against JPCM and a declaration that the Allocation Agreement was terminated.

Settlement Agreement

18. On April 13, 2020, JPCM, Core Nexus, and Lesin entered into the Settlement Agreement to resolve the arbitration dispute arising from the Allocation Agreement.

19. The Settlement Agreement requires Core Nexus to “pay JPCM \$100,000.00 on the 15th day of every month” for seven (7) months, beginning on April 15, 2020.

20. Lesin agreed to personally guarantee the Settlement Payment until all the payments were completed.

21. On or about April 15, 2020 and May 15, 2020, Core Nexus and/or Lesin caused to be delivered \$100,000.00 to JPCM, for a total of \$200,000.00 towards the settlement payment.

22. If Core Nexus and/or Lesin fail to pay any portion of the Settlement Payment in accordance with the schedule set forth in the Settlement Agreement, this non-payment constitutes an Event of Default (“Default”).

23. As a consequence of an Event of Default, all payments under the Settlement Agreement are considered immediately due and owing under the Settlement Agreement. *Id.*

24. In addition, JPCM shall be entitled to interest on the Settlement Payment, or any part thereof, from the date of Default. *Id.*

Defendants’ Breach of the Settlement Agreement

25. On June 15, 2020, Core Nexus failed to pay the portion of the Settlement Payment due and owing on that date.

26. Lesin, as personal guarantor of the Settlement Payment, failed to pay the portion of the Settlement Payment due and owing on June 15, 2020. *Id.* at ¶ 6.

27. Defendants are in default of their obligations under the Settlement Agreement.

28. As a result of Defendants’ breach of the Settlement Agreement, JPCM seeks to recover monies owed under the Settlement Agreement.

29. Pursuant to the Settlement Agreement, JPCM will request that the Court enter the parties’ agreed upon consent judgement. *See id.*

COUNT I – BREACH OF CONTRACT
(As to Defendants)

30. Plaintiff re-alleges and incorporates by reference paragraphs 1-29, as if fully set forth herein.

31. Plaintiff and Defendants entered into the Settlement Agreement, which is a valid and binding contract.

32. Core Nexus failed to pay the portion of the Settlement Payment due and owing on June 15, 2020.

33. Lesin, as personal guarantor of the Settlement Payment, failed to pay the portion of the Settlement Payment due and owing on June 15, 2020.

34. Core Nexus and Lesin are in breach of the terms of the Settlement Agreement.

35. Plaintiff has been damaged as a result of Defendants' actions. As a direct and proximate result of Defendants' breach, Plaintiff has suffered monetary damages in the sum of at least \$500,000.00, exclusive of interest, attorneys' fees, and costs.

36. In addition, Plaintiff seeks to recover his attorneys' fees and costs in connection with having to bring this action for breach of contract, in accordance with the Settlement Agreement.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Entry of Judgment for Plaintiff and against Defendants in the amount of \$500,000 plus applicable interest under Florida Statutes Section 55.03 as of June 15, 2020;
- (b) Entry of an Order awarding JPCM its attorneys' fees in connection with the enforcement of the Settlement Agreement and any costs associated with this action; and
- (c) Any other relief as the Court may deem just and proper.

Dated: July 14, 2020

Respectfully Submitted,

/s/ A.M. Cristina Pérez Soto

A.M. Cristina Pérez Soto
Florida Bar No. 96692
Genna L. Sinel
Florida Bar No. 1015643
JONES DAY
600 Brickell Avenue
Brickell World Plaza
Suite 3300
Miami, FL 33131
Tel: (305) 714-9700
Fax: (305) 714-9799

Counsel for Plaintiff JPCM, Inc.

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EXHIBIT 1

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**CONFIDENTIAL SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASES**

This **Confidential Settlement Agreement and General Mutual Releases** (the "Agreement") is entered into as of the last date of execution below ("Effective Date") by and between Core Nexus LLC, a Florida limited liability company ("Core Nexus"), Daniel Lesin, individually ("Lesin"), Element 6 Supercars LLC, a Florida limited liability company ("Element 6") and JPCM INC., a Canadian corporation ("JPCM"). Core Nexus, Lesin, Element 6 and JPCM may be collectively referred to as the "Parties" or independently as "Party";

WHEREAS Core Nexus, Element 6 and JPCM entered into an Allocation Purchase Agreement ("Allocation Agreement") dated July 5, 2019;

WHEREAS Core Nexus, Element 6 and JPCM are parties to an arbitration pending with the American Arbitration Association ("AAA"), Case 01-20-0000-6930, arising from the Parties' Allocation Purchase Agreement dated July 5, 2019 (the "Arbitration");

WHEREAS, subject to the terms and conditions in this Agreement, the Parties have agreed to compromise and settle the disputes raised in the Arbitration, which predate the filing date of the Arbitration;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitations. The foregoing recitals and representations comprise a part of this Agreement.
2. Settlement Payment. On or before April 15, 2020, Core Nexus shall pay JPCM the total sum of \$100,000.00 (the "First Settlement Payment"). Thereafter, Core Nexus shall pay JPCM \$100,000.00 on the 15th day of every month for the 6 subsequent months (the "Second through Seventh Settlement Payments").

The First through Seventh Settlement Payments are to be held in trust and shall be wired for the benefit of Jones Day, Florida IOTA Account, Bank of America, ABA [REDACTED], Swift Code [REDACTED], Account [REDACTED], Attn: Kimberly Hamby, [REDACTED] 3895, [REDACTED]@jonesday.com.

The First through Seventh Settlement Payments, when received by JPCM, shall constitute the "Settlement Payment," in full and final settlement of the Arbitration, including all claims, counterclaims, and third-party claims.

3. Dismissal of the Arbitration. Upon the execution of this Agreement and the payment of the First Settlement Payment, the Parties shall notify the AAA that the Arbitration has been settled

on or before 5 p.m. Eastern on April 20, 2020, and the Arbitration, including all discovery, hearings, motions, proceedings, and trial shall be suspended. On or before April 16, 2020, consistent with the full execution and delivery of this Agreement and the Settlement Payment, the Parties shall dismiss the Arbitration, including all claims, counterclaims, and third-party claims *with prejudice*, with each party to bear their own attorneys' fees and costs except, however, the terms of this Agreement shall survive dismissal of the Arbitration and such dismissal shall not preclude the prevailing party in enforcing this Agreement from seeking attorneys' fees, costs, and interest, if necessary. By entering into this Agreement, JPCM does not submit to the jurisdiction of the AAA and preserves all rights and remedies that may be available to it.

4. Default. In the event that any of portion of the Settlement Payment is not made by Core Nexus and/or Lesin in accordance with paragraph 2, this non-payment shall constitute an Event of Default ("Default"). If there is a Default, all payments shall be accelerated and shall be considered immediately due and owing under this agreement. In addition, if a Default occurs, JPCM shall be entitled to interest on the Settlement Payment, or any part thereof, from the date of Default at the rates applicable to Florida civil judgments, including but not limited to, Florida Statutes Sections 55.03. If the Settlement Agreement is enforceable under the terms of paragraph 2 and 3, none of the provisions of paragraph 4 shall be construed to limit any available rights and remedies to JPCM to enforce this Settlement Agreement.

5. Consent Judgment. The Parties agree that JPCM may immediately enforce this Settlement Agreement in the Circuit Court of the Eleventh Judicial District in and for Miami-Dade County, Florida. In addition, the Parties agree to the use of the applicable form of consent judgment attached as Exhibit A. Notwithstanding the foregoing, JPCM may not petition any Court for entry of a consent judgement until the later of: (a) 90 days after the execution of this Agreement, or (b) 5 business days after any Default based on a failure to pay any amount due under this Agreement. JPCM may not seek a consent judgment at a time when no payment is due under this Agreement.

6. Personal Guaranty. Lesin agrees to personally guarantee the Settlement Payment until the Settlement Payment is completed.

7. General Release by Core Nexus and Lesin. Core Nexus and Lesin and their members, managers, partners, agents, contractors, employees, affiliates, holding companies, subsidiaries, successors, heirs, assigns, attorneys, owners, and representatives, completely and fully release and

discharge Element 6 and JPCM, and each of their officers, directors, shareholders, partners, agents, contractors, employees, affiliates, holding companies, owners, subsidiaries, successors, heirs, assigns, related companies, attorneys, and representatives (collectively the “Defendant Released Parties”), of and from any and all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether arising in law or in equity, which Core Nexus and Lesin may have had, may now have, or may hereafter have, against the Defendant Released Parties, including, but not limited to, any and all claims arising out of or related to the Arbitration, the Parties’ prior business relationship, and the Allocation Purchase Agreement. It is intended by Core Nexus and Lesin that this General Release shall remise, acquit, waive, release and forever discharge the Defendant Released Parties of and from all claims, demands for losses, injuries and damages, rights, known and unknown, direct or indirect, arising from the aforementioned matters and from any other matter occurring prior to the date of this General Release, it being understood that all rights which Core Nexus and Lesin, or any person who claims by, through and under Core Nexus and Lesin, may have against any of the Defendant Released Parties as of the date of this General Release, shall be forever released, remised, and acquitted, and Core Nexus and Lesin, and such persons or entities shall be forever barred from bringing or asserting same in their own name or names, jointly or through any person, natural or corporate, for or upon or by reason of any act matter, transaction, cause or thing whatsoever occurring from the beginning of time to and including the date of this General Release.

8. General Release by Element 6 and JPCM. Element 6 and JPCM hereby does, for themselves and their officers, directors, shareholders, partners, agents, contractors, employees, affiliates, holding companies, subsidiaries, successors, heirs, assigns, attorneys, owners, and representatives, completely and fully release and discharge Core Nexus and Lesin and each of their members, managers, partners, agents, employees, owners, affiliates, holding companies, subsidiaries, successors, heirs, assigns, related companies, family members, and representatives (collectively the “Core Nexus Released Parties”), of and from any and all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether arising in law or in equity, which Element 6 and/or JPCM may have had, may now have, or may hereafter have, against the Core Nexus Released Parties, including, but not limited to, any and all claims arising out of or related to the Arbitration, the Parties’ prior business relationship, and the Allocation

Purchase Agreement. It is intended by Element 6 and JPCM that this General Release shall remise, acquit, waive, release and forever discharge the Core Nexus Released Parties of and from all claims, demands for losses, injuries and damages, rights, known and unknown, direct or indirect, arising from the aforementioned matters and from any other matter occurring prior to the date of this General Release, it being understood that all rights which Element 6 and JPCM, or any person who claims by, through and under Element 6 or JPCM, may have against any of the Core Nexus Released Parties as of the date of this General Release, shall be forever released, remised, and acquitted, and Element 6 and JPCM and such persons or entities shall be forever barred from bringing or asserting same in their own name or names, jointly or through any person, natural or corporate, for or upon or by reason of any act matter, transaction, cause or thing whatsoever occurring from the beginning of time to and including the date of this General Release.

9. Effective Date of Releases. The Parties hereby acknowledge and agree that the preceding releases above constitute mutual general releases that will take effect upon the full and final Settlement Payment being received. Neither party has released its right to enforce the terms of this Agreement in the future. Further, with the exception of the enforcement of this Agreement, each Party expressly waives and assumes the risk of any and all actions and claims for damages, or otherwise, which exist as of this date, pled or unpled in the Arbitration, which each party does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect its/their decision to execute this Agreement. It is understood and agreed that the receipt of the above-mentioned Settlement Payment and execution of these mutual general releases is not to be considered an admission of liability on the part of the Parties but is in full settlement of disputed claims on which liability has been and is denied.

10. Non-disparagement. Each of the Parties for themselves and their officers, directors, shareholders, partners, agents, contractors, employees, affiliates, holding companies, subsidiaries, successors, heirs, assigns, attorneys, owners, and representatives, covenant and agree that they shall refrain from publishing or making any false, negative, critical or disparaging statements, implied or expressed, concerning the other to any third party that impugns, damages, harms, or defames the character, honesty, integrity, morality, good-will, good name, reputation, or business acumen or abilities in connection with any aspect of the Parties' operation of their respective business, services, products, good will, and/or good name. However, nothing in this Agreement

shall prohibit either Party's disclosure of truthful information which is reasonably necessary to comply with applicable laws or regulations, subpoena or order of a court, or other regulatory body of competent jurisdiction. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Parties not entering into this Agreement.

11. Confidentiality. The terms of this Agreement shall remain strictly confidential. The Parties agree not to disclose any details concerning this Agreement, the facts and circumstances giving rise to this Agreement or the Arbitration, or the existence of any claim that the Parties have, may have or may have had, or any matters subject to the release of claims contained in this Agreement, to anyone other than the Parties' attorney(s) or accountant(s). Further, and notwithstanding anything in this Agreement to the contrary, any Party may disclose documents and confidential information when reasonably necessary to comply with applicable laws or regulations, subpoena or order of a court, or other regulatory body of competent jurisdiction, at which point the party shall immediately and first provide notice to the other party so that it has a reasonable opportunity to raise any objections prior to the disclosure of any confidential information unless a court order precludes the party receiving the request for disclosure from doing so. This paragraph will not apply if JPCM has to file a court action to enforce this Agreement.

12. Legal Representation. Each Party has been represented by counsel in connection with the drafting and effect of this Agreement, has a full understanding of these provisions and understands the release and waiver provisions set forth herein.

13. Entire Agreement. This Agreement is the entire agreement between the Parties as it pertains to the subject matter herein; specifically, the resolution of the Arbitration and any other matter related thereto, and any and all modifications or changes hereof shall be in writing and signed by all Parties to be effective. This Agreement also supersedes and eliminates any and all prior agreements between the Parties.

14. Further Assurances. The Parties agree that they will execute and deliver such further instruments and documents, and do such other things and acts as may be required to carry out the intent and purpose of this Agreement.

15. Voluntary Execution and Construction. This Agreement has been fully negotiated at arms'-length and no Party has been coerced in any manner to execute it. It was drafted and

negotiated by all Parties and their counsel, and therefore shall not be construed against one Party more harshly than another.

16. No Reliance on Representations. In entering into this Agreement, the Parties have not relied on any statements or representations pertaining to this matter by the other side, or by any person representing the other side, but instead the Parties have relied on the advice of their own attorneys, who have reviewed this document, and on their own independent judgment as to their rights and obligations under this Agreement.

17. Parties Bound. This Agreement shall be binding upon the Parties and their heirs, agents, assigns, personal representatives, guardians, executives, affiliates, parent companies and successors.

18. Attorneys' Fees and Costs. The substantially prevailing Party in any action to enforce the terms and obligations of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs. The Parties acknowledge that as part of this settlement, each Party will bear their own attorney's fees and costs resulting from the Arbitration incurred prior to entering into this Agreement.

19. Governing Law and Venue. The Parties agree that the operation, construction, interpretation and enforcement of this Agreement will be governed by Florida law and that venue for any dispute arising out of or relating to this Agreement shall lie exclusively in the courts of general jurisdiction in Miami-Dade County, Florida.

20. Authority and Ownership of Claims. The undersigned represent and warrant that they have the full authority and approval to execute this Agreement on behalf of the corporate Parties to this agreement. The Parties each warrant and represent that they own all of the claims and causes of action which they have released by this Agreement and that they have not sold, assigned, granted or transferred, and will not sell, assign, grant or transfer to any other person, firm or corporation, any of such claims or causes of action or any part thereof.

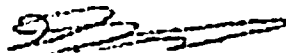
21. Severability. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute ordinance, then the remainder of this Agreement shall not be affected thereby, and shall remain valid and fully enforceable.

22. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument and agreement and PDF and facsimile signatures are as valid as original signatures.


23. WAIVER OF JURY TRIAL. EACH PARTY TO THE AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THE AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE AGREEMENT, CONFIRMATION, OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

24. Timing of Performance. The Parties agree that the time is of the essence.

CORE NEXUS LLC



By: Daniel Lesin,
authorized representative

Date: 4/12/2020


Daniel Lesin, individually and
as guarantor

Date: 4/12/2020

JPCM INC.


By: Jason Claxton,
authorized representative

Date: April 13, 2020

ELEMENT 6 SUPERCARS LLC


By: Herschel Zeleer,
authorized representative

Date: 4-13-2020

EXHIBIT A

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF ONE PAYMENT REMAINS]

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

JPCM, INC.,)
)
 Plaintiff,)
)
 v.)
)
 CORE NEXUS LLC, and)
 DANIEL LESIN,)
)
 Defendants.)
 _____)

CASE NO. _____

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April __, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$100,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$100,000.00, plus applicable interest, in favor of JPCM for a total of \$ _____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF TWO PAYMENTS REMAIN]

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

JPCM, INC.,)
)
 Plaintiff,)
)
 v.)
) CASE NO. _____
 CORE NEXUS LLC, and)
 DANIEL LESIN,)
)
 Defendants.)
 _____)

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April ___, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$200,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$200,000.00, plus applicable interest, in favor of JPCM for a total of \$_____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF THREE PAYMENTS REMAIN]

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

JPCM, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO. _____
CORE NEXUS LLC, and)	
DANIEL LESIN,)	
)	
Defendants.)	
_____)	

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April __, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$300,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$300,000.00, plus applicable interest, in favor of JPCM for a total of \$_____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF FOUR PAYMENTS REMAIN]

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

JPCM, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO. _____
CORE NEXUS LLC, and)	
DANIEL LESIN,)	
)	
Defendants.)	
_____)	

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April __, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$400,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$400,000.00, plus applicable interest, in favor of JPCM for a total of \$_____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF FIVE PAYMENTS REMAIN]

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

JPCM, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO. _____
CORE NEXUS LLC, and)	
DANIEL LESIN,)	
)	
Defendants.)	
_____)	

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April __, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$500,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$500,000.00, plus applicable interest, in favor of JPCM for a total of \$_____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF SIX PAYMENTS REMAIN]

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

JPCM, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO. _____
CORE NEXUS LLC, and)	
DANIEL LESIN,)	
)	
Defendants.)	
_____)	

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April __, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$600,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$600,000.00, plus applicable interest, in favor of JPCM for a total of \$_____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

[DRAFT JUDGMENT IF SEVEN PAYMENTS REMAIN]

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

JPCM, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO. _____
CORE NEXUS LLC, and)	
DANIEL LESIN,)	
)	
Defendants.)	
_____)	

CONSENT JUDGMENT

WHEREAS Plaintiff JPCM, Inc. (“JPCM”), Defendant Core Nexus LLC (“Core Nexus”), and Defendant Daniel Lesin (“Lesin”) agreed in their Settlement Agreement dated April __, 2020 to a form of consent judgment;

WHEREAS, under the terms of the Settlement Agreement, the Court finds that JPCM is owed \$700,000.00, plus applicable interest pursuant to Florida Statutes Section 55.03; and

WHEREAS Core Nexus and Lesin owe the stated amount;

The Court hereby enters a judgment in the amount of \$700,000.00, plus applicable interest, in favor of JPCM for a total of \$_____.

ORDERED and **ADJUDGED** in Miami-Dade County, Florida this ___ day of _____, 2020.

NOT A CERTIFIED COPY

EXHIBIT

3

IN THE AMERICAN ARBITRATION ASSOCIATION
MIAMI REGIONAL OFFICE

AAA NO.: _____

CORE NEXUS LLC,

Plaintiff,

vs.

ELEMENT 6 SUPERCARS LLC,
JPCM INC.,

Defendants.

COMPLAINT

NOW COMES Plaintiff, CORE NEXUS LLC, by and through counsel, and hereby files this Complaint for Declaratory Relief against Defendants, ELEMENT 6 SUPERCARS LLC and JPCM INC. (sometimes collectively, "Defendants"), and alleges and avers as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff CORE NEXUS LLC ("Core Nexus" and/or "Plaintiff") is a Montana limited liability company.
2. Defendant ELEMENT 6 SUPERCARS LLC ("Element 6") is a Florida limited liability company with its principal place of business in Miami-Dade County, Florida.
3. Upon information and belief, Defendant JPCM INC. ("JPCM") is a Canadian corporation.
4. The American Arbitration Association ("AAA") has jurisdiction over this action pursuant to the Allocation Purchase Agreement dated July 8, 2019 by and between the parties to this action, which specifies that the parties will resolve any disputes in binding arbitration in Miami-Dade County, Florida.

FACTUAL ALLEGATIONS

5. On July 8, 2019, Core Nexus, JPMC and Element 6 entered into an Allocation Purchase Agreement (the “Agreement”) for the acquisition of a 2020 Ferrari Monza SP2 (the “Vehicle”). A true and correct copy of the Agreement is attached hereto as **Exhibit “A.”**

6. Pursuant to the Agreement, the Vehicle was to be delivered on or before December 31, 2020.

7. For a variety of reasons, it is impossible for Core Nexus to deliver the Vehicle as set forth in the Agreement.

8. Pursuant to Section 10(b), the Agreement may be terminated if any of the conditions in Section 5 have not been satisfied, which includes:

No demand, event or circumstance has occurred that would impair the completion of the Transaction in accordance with its terms...

See Agreement at §5(c).

9. (As set forth above, Core Nexus is unable to deliver the vehicle as contemplated by the Agreement and therefore it is incapable of completing the transaction in accordance with its terms.)

10. Core Nexus has attempted to return the deposit paid by JPCM but JPCM has not responded.

COUNT I – JUDICIAL DISSOLUTION

11. Core Nexus re-alleges and re-affirms paragraphs 1 through 10 above as though fully set forth herein.

12. This is a Count for declaratory relief against Defendants JPCM and Element 6.

13. A determination that the Agreement is terminated is needed to resolve this controversy.

14. All of the proper parties are before the AAA for a determination as to whether the Agreement has been terminated.

15. There is a bona fide, actual, present practical need for a declaration, and the declaration deals with a present, ascertained state of facts or a present controversy as to a state of facts.

16. The rights, obligations and privileges of the parties to the Agreement are dependent upon the facts or the law applicable to the facts.

17. All adverse interests are before the AAA.

18. The relief sought herein is not merely the giving of legal advice or the answer to questions propounded from curiosity.

19. There is a real and present need for a determination of the rights and responsibilities of the parties, and specifically whether the Agreement has been terminated.

WHEREFORE, Core Nexus LLC respectfully requests that a determination be made as to whether the Agreement has been terminated, the timing for the return of the deposit paid by JPCM and for such further relief as the Arbitrator(s) deems just and proper.

Dated: February 26, 2020

Respectfully submitted,

CHANE SOCARRAS, PLLC
11380 Prosperity Farms Road, Suite 204
Palm Beach Gardens, FL 33410
Telephone: (561) 609-3190
E-mail: jchane@cslawfl.com
E-Mail: service@cslawfl.com

By: /s/ Jonathan C. Chane
JONATHAN C. CHANE, ESQ.
Florida Bar No. 0125581
jchane@cslawfl.com
service@cslawfl.com

*Attorneys for Plaintiff Core Nexus
LLC*

EXHIBIT A

NOT A CERTIFIED COPY

Allocation Purchase Agreement

This allocation purchase agreement (the “**Agreement**”) is dated July 8, 2019 between: JPCM Inc. (the “**Buyer**”), Core Nexus LLC (the “**Seller**”) and Element 6 Supercars LLC (“**Element**”). Buyer, Element and Seller may be referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS Buyer is interested in a transaction (the “**Transaction**”) pursuant to which the Buyer will purchase from the Seller all of the right, title, benefit and interest of the Seller in and to the allocation of a 2020 Ferrari Monza SP2 (the “**Vehicle**”) from Wide World Ferrari-Maserati of Spring Valley, New York (“**WWFM**”), as evidenced by Purchase Order Deal #104503 (Customer #5514272877) (attached hereto as Schedule A), and scheduled for delivery in Q1 of 2020 (the “**Allocation**”);

AND WHEREAS the purchase by the Buyer from the Seller of the Allocation will be facilitated by Element;

AND WHEREAS this Agreement sets out the framework of the Transaction and once signed by all of the Parties, will constitute an enforceable and binding agreement between the Buyer and the Seller;

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Transfer

On and subject to the terms and conditions of this Agreement, on or as of the date (the “**Closing Date**”) on which the Vehicle is made available for delivery by WWFM in accordance with the Allocation, the Buyer will purchase from the Seller, and the Seller will sell and transfer to the Buyer (or to any other person or entity specified by the Buyer in writing), all of the Seller’s right, title, benefit and interest in and to the Allocation, free and clear of all encumbrances, other than the obligation to pay WWFM the balance of the Purchase Price (as defined below). The Seller will not take any action that impairs or prevents the Transactions contemplated by this Agreement.

2. Purchase Price

Subject to repayment in accordance with this Agreement, the aggregate purchase price (the “**Purchase Price**”) will be paid as follows;

- a) Upon execution of this Agreement, US\$25,000.00 to Element by the wire transfer of immediately available funds to the bank account included on Schedule B;
- b) Upon execution of this Agreement, US\$700,000.00 to the Seller by the wire transfer of immediately available funds to the bank account included on Schedule C; and
- c) The final purchase price amount actually payable by Seller to WWFM upon delivery of the Vehicle (which will not be more than the manufacturer’s suggested retail price), on the Closing Date by the wire transfer of immediately available US funds, for further handling in accordance with Section 6.

In the event that this Agreement is terminated by the Buyer pursuant to Section 10 or if the Buyer does not receive on the Closing Date (or such other date as the Parties may agree in writing) good and marketable title to the Vehicle for any reason whatsoever (other than Buyer’s failure to comply with the Agreement), any portion of the Purchase Price previously paid by the Buyer will be repaid to Buyer in full within two business days.

3. Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Buyer as follows:

- a) Corporate Status. The Seller is a limited liability company existing under the laws of the state of Montana and has the corporate power to enter into and perform its obligations under this Agreement;
- b) Authorization and Execution; Enforceability. This Agreement has been authorized, executed and delivered by the Seller and is a legal, valid and binding obligation of the Seller, enforceable against the Seller by the Purchaser in accordance with its terms;
- c) No Violation. The entering into and performance of this Agreement by the Seller will not result in any violation of the articles or by-laws of any of the Seller or of any agreement or instrument by which either are bound or of any judgment or order to which they are subject;
- d) No Cancellation. The Allocation has not been cancelled, withdrawn, terminated, or suspended;
- e) No Amendment or Waiver. The Allocation has not been amended or varied and neither party thereto has waived any of its rights or consented to any default thereunder; and
- f) No Breach. The Seller is not in breach of any of its obligations, terms, conditions or covenants under the Allocation and no event has occurred which would, after the giving of notice, lapse of time or otherwise, constitute a default under or in respect of the Allocation.

4. Representations and Warranties of the Buyer

The Buyer hereby represents and warrants to the Seller as follows:

- a) Corporate Status. Buyer is a corporation existing under the laws of the province of Ontario and has the corporate power to enter into and perform its obligations under this Agreement;
- b) Authorization and Execution; Enforceability. This Agreement has been authorized, executed and delivered by the Buyer and is a legal, valid and binding obligation of the Buyer, enforceable against the Buyer by the Purchaser in accordance with its terms; and
- c) No Violation. The entering into and performance of this Agreement by the Seller will not result in any violation of the articles or by-laws of any of the Seller or of any agreement or instrument by which either are bound or of any judgment or order to which they are subject;

5. Conditions of Closing

Conditions to the closing of the Transaction will include:

- a) the Buyer being satisfied in its sole discretion with the results of its due diligence investigations in respect of the Allocation and the Vehicle;
- b) the representations and warranties of the Seller set forth in section 3 will be true and correct on the Closing Date with the same force and effect as if made at and as of such time;
- c) no demand, event or circumstance has occurred that would impair the completion of the Transaction in accordance with its terms or render the Agreement or the Transaction illegal or unenforceable; and
- d) the Seller being the legal and beneficial owner of the Allocation with good and marketable title thereto, free and clear of all encumbrances.

6. Vehicle Registration

Upon receipt by the Seller of the balance of the Purchase Price contemplated by Section 2(c), the Seller will immediately pay to WWFM, in full, the final purchase price for the Vehicle and will authorize and direct, and take all other requisite actions, to register and otherwise record unfettered title and ownership in and to the Vehicle in the name of the Buyer or in the name of such other entity which may be specified by the Buyer in writing not later than two business days prior to the Closing Date. It is currently expected that the Buyer will establish a newly formed limited liability company in Montana for such purposes.

In the event that WWFM fails to comply with the foregoing instructions of the Seller, after Seller using its best efforts to achieve same, then Buyer may, at its option and in its sole discretion, terminate this Agreement or, if Buyer elects not to so terminate this Agreement, then Seller shall (for no additional consideration) either:

- a) transfer all of Seller's right, title and interest in and to the Vehicle to Buyer (or to any other person or entity specified by the Buyer in writing); or
- b) subject to completion of due diligence to the satisfaction of Buyer in their sole and absolute discretion, sell and transfer to the Buyer, all of the Seller's right, title, benefit and interest in and to the Seller; provided however that the sole asset of the Seller will be the Vehicle and the Seller will have no liabilities or obligations whatsoever;

and, provided further, that none of the transactions contemplated by a) or b) will cause any adverse impact on, or the availability of, the manufacturer's warranty and any similar benefits otherwise applicable to the Vehicle.

7. Restriction

Buyer will not sell or transfer title to the Vehicle for a period of twelve months after the Closing Date; provided however that, in the event that the Vehicle is held directly or indirectly in a corporation or other entity, nothing in this agreement will prevent any change of control or other transfer of such entity.

8. Expenses

Each Party will be responsible for its own costs and expenses associated with the negotiation and execution of this Agreement.

9. Indemnification by Seller

The Seller shall indemnify and save the Buyer harmless of and from any liabilities and obligations applicable to the Allocation arising from or relating to the period prior to the transfer of the Allocation to the Buyer.

10. Termination

This Agreement may be terminated only as follows:

- a) by mutual written agreement of the parties;
- b) any of the conditions in Section 5 have not been satisfied;
- c) immediately by Buyer in event that the Seller is unable to transfer the Allocation as contemplated by this Agreement, including any failure by the Seller, WWFM or Vehicle manufacturer;
- d) unless otherwise agreed to in writing by the Buyer and the Seller, the Agreement may be terminated immediately by Buyer in the event that the Buyer is required to pay any additional amount not contemplated by this Agreement;

- e) immediately by Buyer in the event that the Vehicle cannot be optioned or specified to the Buyer's desired final specification; or
- f) immediately by Buyer in the event that the Closing Date has not occurred by December 31, 2020 or such other date as the Parties may agree to in writing.

In the event of termination for any reason whatsoever, including but not limited to the events listed above, any portion of the Purchase Price previously paid by the Buyer will be repaid to Buyer in full within two business days.

11. Confidentiality

Except for the purposes of enforcing the terms of this Agreement, the Parties hereby covenant and agree to keep the existence and the terms and conditions of this Agreement strictly confidential and not to disclose the existence of this Agreement or its terms or the nature of the transaction contemplated by the Parties, including without limitation any information concerning negotiations and price, except to their respective financial, tax, legal and other advisers or bankers. Notwithstanding anything else contained herein, this clause shall survive the termination of this Agreement and any acquisition or sale completed by the parties and shall remain in full force and effect to the greatest extent permitted by law for the benefit of the Buyer and the Seller for a period of 2 years following the transfer of the Allocation.

12. Entire Agreement and Modification

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements covering the subject matter hereof. No changes of, modifications of, or additions to this Agreement will be valid unless the same will be in writing and signed by the Seller and the Buyer.

13. Governing Law

This Agreement and all ancillary agreements (as applicable) will be governed by and construed in accordance with the laws of the State of Florida and the laws of the United States of America applicable therein.

14. Assignment; Binding Effect

Neither Party may assign any of the provisions of this letter without the prior written consent of the other Parties. This letter will be binding upon and will inure to the benefit of and be enforceable by the Parties hereto and to their respective successors and permitted assigns.

15. Currency

Each of the Seller and the Buyer will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

16. Arbitration

In the event of a dispute between the parties over the Contract, The parties will waive their right to litigate these issues in court and instead will resolve their dispute in with binding arbitration in the State of Florida county of Miami-Dade.

17. Currency

All monetary amounts in this Agreement are expressed in USD.

18. Sections and Headings

The division of this Agreement into articles, sections and subsections and the insertion of headings are for

reference purposes only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference to a particular article, section, subsection or schedule refers to the specified article, section or subsection of or schedule to this Agreement.

19. Number, Gender and Persons

In this agreement, words importing the singular number shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

20. Counterparts

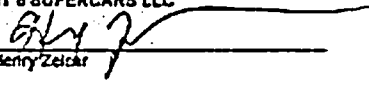
This Agreement may be signed in two or more counterparts which when taken together will constitute one and the same instrument.

[Signature Page Follows]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF the Parties have executed this Agreement.

ELEMENT 6 SUPERCARS LLC

Per: 
Henry Zeicher

JPCM INC.

Per: Jason Coxton

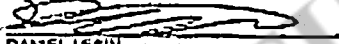
CORE NEXUS LLC

Per: 
Daniel Lesin

The undersigned acknowledges all of the foregoing and hereby confirms and agrees that he has the sole power and authority to cause the Seller to comply with all terms and conditions of this Agreement and will exercise all such authority to have the Seller so comply. Further, the undersigned in his individual capacity hereby irrevocably and unconditionally guarantees the due and punctual performance and payment to the Buyer of all of the Seller's obligations under this Agreement. The undersigned's liability under the foregoing guarantee shall arise immediately upon written demand from the Buyer to the undersigned. The undersigned agrees that his obligations under the foregoing guarantee are irrevocable, continuing, absolute and unconditional and the undersigned hereby waives any and all defenses to the enforcement thereof. Such guarantee is a direct guarantee and independent of the obligations of the Seller to the Buyer and the Buyer may, at its option, proceed against the undersigned and the Seller, jointly and severally, or against the undersigned only without having obtained judgment against the Seller.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness


DANIEL LESIN

Address: 21 Oak Grove
Upper Saddle River NJ 07458

Phone: 973 221 6776
Email: daniel@lesinfamily.com

NOT A CERTIFIED COPY

IN WITNESS WHEREOF the Parties have executed this Agreement.

ELEMENT 6 SUPERCARS LLC

Per: _____
Henry Zelcer

JPCM INC.

Per: _____
Jason Claxton

CORE NEXUS LLC

Per: _____
Daniel Lesin

The undersigned acknowledges all of the foregoing and hereby confirms and agrees that he has the sole power and authority to cause the Seller to comply with all terms and conditions of this Agreement and will exercise all such authority to have the Seller so comply. Further, the undersigned in his individual capacity hereby irrevocably and unconditionally guarantees the due and punctual performance and payment to the Buyer of all of the Seller's obligations under this Agreement. The undersigned's liability under the foregoing guarantee shall arise immediately upon written demand from the Buyer to the undersigned. The undersigned agrees that his obligations under the foregoing guarantee are irrevocable, continuing, absolute and unconditional and the undersigned hereby waives any and all defenses to the enforcement thereof. Such guarantee is a direct guarantee and independent of the obligations of the Seller to the Buyer and the Buyer may, at its option, proceed against the undersigned and the Seller, jointly and severally, or against the undersigned only without having obtained judgment against the Seller.

SIGNED, SEALED AND DELIVERED

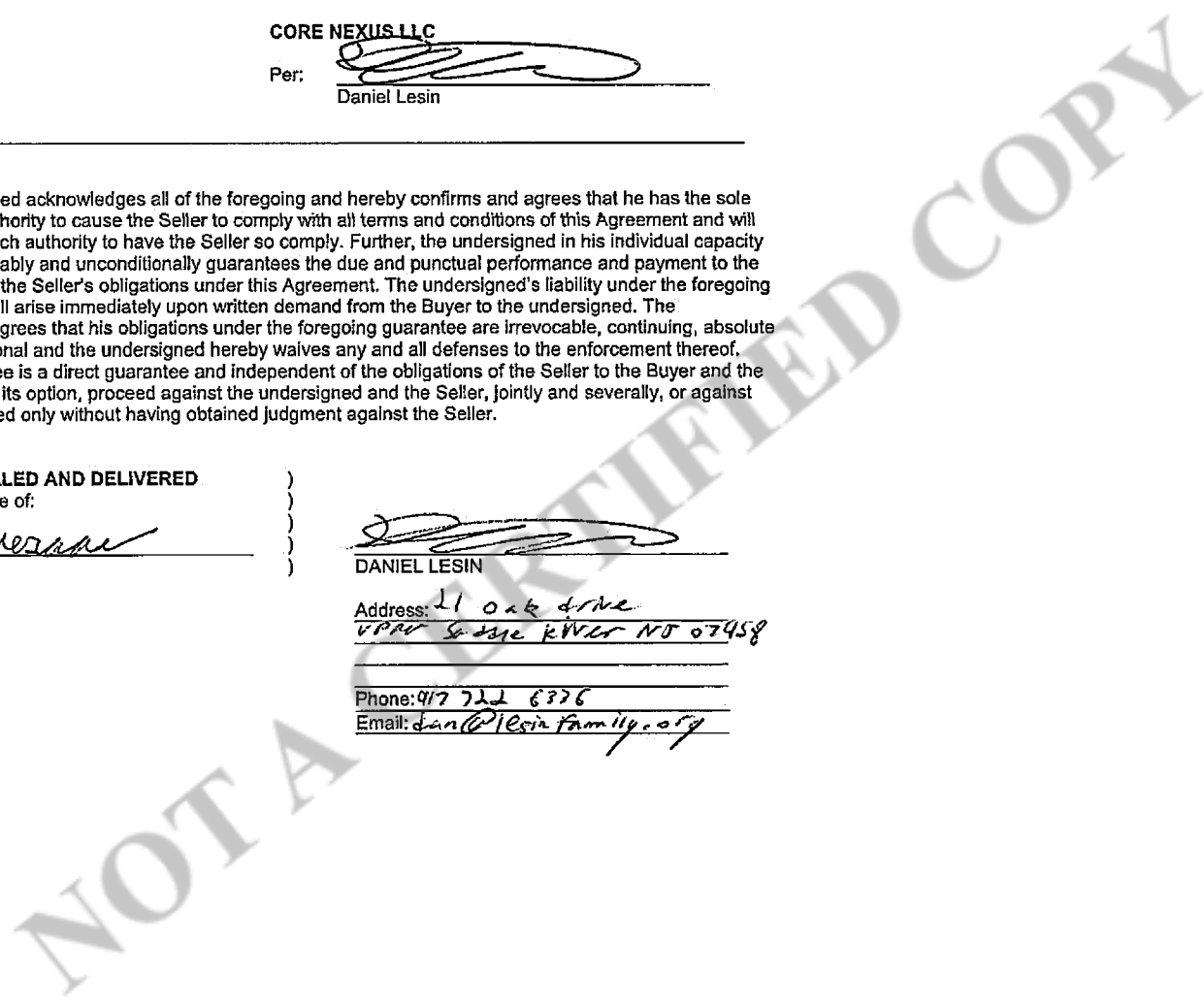
in the presence of:

M. Queran
Witness

DANIEL LESIN

Address: 11 Oak Drive
West Salem OH 43081

Phone: 917 722 6336
Email: dan@lesinfamily.org



Schedule A

WWFM Purchase Order

NOT A CERTIFIED COPY



Wide World Ferrari-Maserati
 101 East Route 59 • Spring Valley, NY 10977
 (845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104503
 CUST# 5514272877
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT	DATE 03/18/2019
BUYER/LESSEE CORE NEXUS LLC	CO-BUYER/CO-LESSEE N/A
ADDRESS 415 N BENTON AVENUE	ADDRESS N/A
CITY STATE ZIP HELENA, MT 59711	CITY STATE ZIP N/A
HOME # 551-427-2877	PHONE # N/A
WORK #	WORK # N/A
CELL #	CELL # N/A
EMAIL	EMAIL N/A

THE TRANSACTION	
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT. THE FOLLOWING VEHICLE (READ OTHER SIDE)	
THE VEHICLE	
YEAR 2019	MAKE FERRARI
MODEL MONZA SP2	MILEAGE 0
TYPE CV	COLOR N/A
Sales Deposits: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.	
Used Vehicle Disclosure Statement—The information buyer/lessee sees on the F.T.C. window sticker for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract of sale.	
ESTIMATED DELIVERY DATE 11/15/2019	DELIVERY LOCATION WIDE WORLD FERRARI MASERATI
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A , a taxicab N/A , a driver education vehicle N/A , or a rental vehicle N/A .	

THE PRICE	
LEASE PAYMENT	VEHICLE PRICE 1750000.00
LEASE TERM	OPTIONAL DEALER INSTALLED EQUIPMENT
C.O.D.	N/A
LEASE END VALUE	N/A
MILEAGE ALLOWANCE	N/A
ONE-TIME PAYMENT AMOUNT	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A

THE TRADE-IN	
YEAR N/A	MILEAGE N/A
MAKE N/A	MODEL N/A
COLOR N/A	LESS TRADE IN CREDIT N/A
PLATE NO N/A	TRADE DIFFERENCE N/A
EXP DATE N/A	CASH PRICE 1750000.00
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT	AMOUNT OWED N/A

TAXES AND OTHER FEES	
REG AGENT	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.* This fee is taxable on lease transactions only. 75.00
ADDRESS	
REG CO	
POLICY NO	
It is a condition of this Purchase Order that Dealer has the right, in its sole discretion, to title and register the vehicle on behalf of the buyer in the appropriate state in the United States, and to collect and pay the appropriate sales and use tax, if and when due.	TOTAL TAXABLE AMOUNT \$ 1750075.00
LEASE DEPOSITS: Deposits on pending leases are refundable. If a lease agreement is not executed your deposit, including any trade-in, will be returned promptly.	COUNTY SALES TAX AT N/A % N/A
If this motor vehicle is classified as a used motor vehicle, the dealer certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery.	ESTIMATED TITLE, REGISTRATION AND INSPECTION FEES \$ 12.50
If you agree to assist me in obtaining financing for any part of the purchase price, this order shall not be binding upon you or me until all of the credit terms are presented to me in accordance with regulation "Z" (truth-in-lending) and are accepted by me. If I do not accept the terms when presented, I may cancel this order and my deposit will be refunded.	NYS WASTE TIRE MANAGEMENT FEE \$ N/A
If the vehicle being ordered is in high demand and limited supply, Purchaser may be required to execute a Repurchase and Security Agreement.	TOTAL CASH PRICE \$ 1750087.50
	LESS DEPOSIT N/A
	LESS MANUFACTURER REBATE N/A
	PLUS VSI FEE N/A
	PLUS BALANCE ON TRADE N/A
	CASH-CERTIFIED CHECK-BANK CHECK N/A
	FINANCE AMOUNT \$ N/A

SPECIAL NOTICE TO CONSUMER—IF UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION. THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.
 New York State Law requires us to accept and manage waste tires from vehicles in exchange for an equal number of new tires that we sell or install. We are required to charge a separate and distinct fee for this service. This fee is included in the advertised price of the new tires.

Schedule B

Element Bank Account Information

Element 6 Supercars LLC
2100 NE 2nd Ave
Miami FL 33137
Chase Bank
Routing# [REDACTED]
Account# [REDACTED]
SWIFT: ChasUS33

NOT A CERTIFIED COPY

Schedule C

Seller Bank Account Information

Account in the name of: CORE NEXUS LLC

Account number: [REDACTED]

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue
New York, NY 10017
ABA # - [REDACTED]
Account Number - [REDACTED]
For Account of - CORE NEXUS LLC

NOT A CERTIFIED COPY

21STCV00774

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Laura Seigle

Electronically FILED by Superior Court of California, County of Los Angeles on 01/08/2021 01:46 PM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Bae, Deputy Clerk

1 Michael Yadegari (SDN 286514)
2 287 South Robertson Blvd # 221
3 Beverly Hills, CA 90211
4 Telephone: (310) 779-9327

EXHIBIT
4

5 Attorney for:
6 **PAGANI BEVERLY HILLS**

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 **PAGANI BEVERLY HILLS, a California**
10 **Corporation;**

11 **Plaintiff,**

12 **vs.**

13 **CORE NEXUS LLC., DANIEL LESIN,**
14 **ALEXANDER LESIN, and DOES 1-20,**
15 **Defendants.**

Case No.: 21STCV00774

- COMPLAINT FOR DAMAGES OF
- 1. FRAUD
- 2. BREACH OF CONTRACT
- 3. BREACH OF THE COVENANT OF
- GOOD FAITH AND FAIR DEALING
- 4. FALSE PROMISE
- 5. MISREPRESENTATION
- 6. UNJUST ENRICHMENT
- 7. CONSTRUCTIVE TRUST

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20 COMES NOW, the Plaintiff **PAGANI BEVERLY HILLS**, (herein referred to as "Plaintiff")
21 who hereby alleged the following allegations and facts in support of his Complaint:

22 **INTRODUCTION**

- 23 1. Plaintiff **PAGANI BEVERLY HILLS**("PAGANI" and/or "Plaintiff") is now, and at all times
- 24 mentioned in this complaint was, a corporation organized and existing under the laws of the State
- 25 of California, with its principal place of business in Beverly Hills, California.
- 26 2. Defendant **CORE NEXUS LLC.** ("CORE") is now, and at all times mentioned in this
- 27 complaint was, a corporation organized and existing under the laws of Montana and is currently
- 28 active.

1 3. Defendant ALEXANDER LESIN ("ALEXANDER") is an individual and resident of New
2 York. Defendant ALEXANDER is a dominating shareholder of defendant CORE.

3 4. Defendant DANIEL LESIN ("DANIEL") is an individual and resident of New York.
4 Defendant DANIEL is the dominating shareholder of defendant CORE.

5 5. The true names and capacities, whether individual, corporate, associate, or otherwise of
6 defendants named herein as Does 1 through 20, inclusive ("Doe defendants"), are unknown to
7 the plaintiff who therefore sues these defendants by such fictitious names. Plaintiff will amend
8 this Complaint to show the true names and capacities of these defendants when the same have
9 been ascertained. Plaintiff is informed and believes that each fictitiously named defendant is
10 responsible in law and in fact for the obligations alleged herein. Plaintiff is informed and
11 believes and thereon alleges that at all relevant times each of the defendants was acting within
the scope and course of his or her agency and employment.

12 6. Personal jurisdiction is proper because the contract was executed and arose out of the County
13 of Los Angeles, California.

14 7. Personal Jurisdiction is proper because the contract was made in the County of Los Angeles.

15
16 **GENERAL ALLEGATIONS**

17 8. Plaintiff realleges and incorporates by reference each and every allegation contained in
18 paragraphs above.

19 9. On January 14, 2020, a written agreement was made between CORE, ALEXANDER, and
20 DANIEL both managing shareholders of CORE and PLAINTIFF.

21 11. On or about January 14th, 2020, Plaintiff gave \$300,000 cash to CORE, ALEXANDER and
22 DANIEL the managing shareholder of CORE after he had signed the contract.

23 12. Plaintiff, PAGANI BEVERLY HILLS has at all times performed the terms of the contract
24 in the manner specified by the contract, but defendants, CORE , DANIEL and ALEXANDER,
25 have failed and refused, and continue to refuse, to tender performance as required by the contract
#614103 in that they failed to deliver the Ferrari Monza.

26 13. Plaintiff requested multiple times repayment of the deposit which Plaintiff gave DANIEL
27 and CORE.

28 14. Plaintiff would speak to DANIEL, who would misrepresent that they would pay Plaintiff
back.

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15. At each of these conversations with DANIEL false promises of repayment were made by making up excuses to delay delivery or repayment of deposit.

16. Plaintiff would call, email and text message DANIEL for repayment of the deposit which DANIEL would represent that he would pay Plaintiff back right away but did not and would not refund.

17. It is clear that DANIEL would commingle their funds and use CORE, as a shield against personal liability.

18. Further, it is clear from ALEXANDER and DANIEL act that they contracted with the intent to avoid performance by use of the corporate entity of defendant CORE, as a shield against personal liability.

19. The failure and refusal of defendants, CORE, and DANIEL, to perform their obligations under the contract has severely damaged Plaintiff financially.

20. Further, DANIEL made a representation that the money that Plaintiff was giving a deposit was to be used to buy the Ferrari Monza #104613.

21. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that CORE, is insolvent and is unable to perform its obligations under the contract with Plaintiff.

22. Defendant ALEXANDER and DANIEL are liable for the acts of defendant CORE, alleged in this complaint as its alter ego. Recognition of the privilege of separate existence would promote injustice because defendant ALEXANDER and DANIEL in bad faith dominated and controlled defendant CORE, as follows:

- a. Defendant ALEXANDER and DANIEL commingled funds and other assets of defendant CORE, and their funds and other assets for his own convenience and to assist in evading payment of obligations.
- b. Defendant ALEXANDER and DANIEL diverted funds and other assets of defendant CORE, to other than corporate uses.
- c. Defendant ALEXANDER and DANIEL treated the assets of the defendant CORE, as their own.
- d. Defendant ALEXANDER and DANIEL failed to obtain authority to issue shares or to subscribe to or issue shares of defendant CORE.

- 1 c. During negotiations leading to the execution of the contract, defendant ALEXANDER
2 and LESIN represented to plaintiff that he is personally liable for the debts of defendant,
3 CORE.
- 4 f. Defendant ALEXANDER and DANIEL failed to maintain minutes or adequate corporate
5 records for the defendants CORE.
- 6 g. Defendant ALEXANDER and DANIEL failed to adequately capitalize or provide any
7 assets to defendant CORE.
- 8 h. Defendant ALEXANDER and DANIEL used defendant CORE as a mere shell,
9 instrumentality, or conduit for another corporation.
- 10 i. Defendant ALEXANDER and DANIEL used defendant CORE, to procure services for
11 themselves.
- 12 j. Defendant ALEXANDER and DANIEL contracted with the plaintiff with intent to avoid
13 performance by use of the corporate entity of defendant CORE, as a shield against
14 personal liability.

15 **FIRST CAUSE OF ACTION FOR FRAUD**

16 **(Against all Defendants)**

- 17 23. Plaintiff realleges and incorporates by reference each and every allegation contained in
18 paragraphs above.
- 19 24. Plaintiff believes, and thereon alleges, that Defendant, and each of them, intentionally and
20 willfully committed fraud by telling Plaintiff that Plaintiff would receive the Ferrari Monza SP2
21 for \$1,350,000 after receiving a \$300,000 deposit.
- 22 25. Plaintiff believes and thereon alleges that Defendants and each of them never intended to
23 deliver the Ferrari Monza SP2 or pay Plaintiff his money back.
- 24 26. Plaintiff is informed and believes and thereon allege that Defendants conduct, as herein
25 above described, was committed willfully and deliberately to defraud Plaintiff out of self interest
26 and monetary gain.
- 27 27. Plaintiff justifiably relied on Defendants representations as hereinabove described
- 28 28. As a result of Defendants actions, Plaintiff has not been paid any sums to date.
Furthermore, as a result of Defendants actions, Plaintiff is now forced to litigate this matter at
substantial cost to the Plaintiff.

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SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT

(Against all Defendants)

29. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs above.

30. The contract upon which this action is based was made and was to be performed in the County of Los Angeles, State of California.

31. Plaintiff believes and thereon allege that on January 14, 2020, Plaintiff and Defendants reached a written agreement.

32. Plaintiff has performed all obligations to Defendant.

33. Defendant is the legal and proximate cause of Plaintiff's Damages.

34. Despite Plaintiff's performance of the agreement, to date Plaintiff has not been compensated.

THIRD CAUSE OF ACTION BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING AS TO ALL DEFENDANTS

35. Plaintiff incorporates by this reference all allegations contained in this complaint, as though fully set forth here.

36. As a result of the relationship which existed between plaintiff and defendants, the expressed and implied promises made in connection with that relationship, and the acts, conduct, and communications resulting in these implied promises, defendants, promised to act in good faith toward and deal fairly with plaintiff.

37. All Defendants did not act with good faith or fairness, toward Plaintiff concerning all matters related to the relationship.

38. All Defendants breach the contract without a fair and honest cause, regulated by good faith on defendants' part.

39. All Defendants' breach of the covenant of good faith and fair dealing was a substantial factor in causing damage and injury to the plaintiff.

40. As a direct and proximate result of defendants' unlawful conduct alleged in this complaint, plaintiff has lost substantial employment, including loss of reputation, lost wages, and other fringe benefits, the precise amount of which will be proven at trial.

41. As a further direct and proximate result of defendant's wrongful conduct, plaintiff has suffered extreme anguish, humiliation, and emotional distress, the extent of which is not fully

1 known at this time, but the amount of damages, the precise amount of which will be proven at
2 trial.

3 42. In committing the acts described in this complaint, defendants were guilty of oppression,
4 fraud, or malice in that Defendants acted maliciously by making untrue and false statements in
5 order to steal plaintiffs clients while Defendants were hired by Plaintiff as consultants and to
6 perform work on the case so that they would be able to defraud Plaintiff out of self interest and
7 monetary gain. As a result, plaintiff is entitled to an award of exemplary or punitive damages.

8 WHEREFORE, plaintiff requests judgment against the defendant as set forth below.

9 **FORTH CAUSE OF ACTION FALSE PROMISE**

10 **AS TO ALL DEFENDANTS**

11 43. Plaintiff incorporates by this reference all allegations contained in this complaint, as
12 though fully set forth here.

13 44. Plaintiff claims he was harmed because defendants made a false promise.

14 45. That defendants did not intend to perform this promise when they made it;

15 46. That defendants intended that plaintiff rely on this promise;

16 47. That plaintiff reasonably relied on defendants' promise;

17 48. That defendants did not perform the promised act;

18 49. That plaintiff was harmed;

19 50. That plaintiff's reliance on defendants' promise was a substantial factor in causing his
20 harm.

21
22 WHEREFORE, plaintiff requests judgment against the defendant as set forth below.

23 **FIFTH CAUSE OF ACTION MISREPRESENTATION**

24 **AS TO ALL DEFENDANTS**

25 51. Plaintiff incorporates by this reference all allegations contained in this complaint, as
26 though fully set forth here.

27 52. Plaintiff claims he was harmed because defendants misrepresented a fact.

28 53. That defendants represented to plaintiff that a fact was true;

54. That defendants' representation was not true;

- 1 55. That although defendants may have honestly believed that the representation was true,
2 defendant had no reasonable grounds for believing the representation was true when he made it;
- 3 56. That defendants intended that plaintiff rely on this representation;
- 4 57. That plaintiff reasonably relied on defendants' representation;
- 5 58. That plaintiff was harmed; and
- 6 59. That plaintiff's reliance on defendants' representation was a substantial factor in causing
7 his harm.
- 8 60. WHEREFORE, plaintiff requests judgment against the defendant as set forth below.

9 **SIXTH CAUSE OF ACTION UNJUST ENRICHMENT**

10 **AS TO ALL DEFENDANTS**

- 11 61. Plaintiff incorporates by this reference all allegations contained in this complaint, as
12 though fully set forth here.
- 13 62. By virtue of the conduct of Defendants as alleged herein, Defendants has been unjustly
14 enriched in an amount to be proven at trial.
- 15 63. Defendants' retention of money gained through their deceptive practices would be unjust
16 considering the circumstances under which funds were obtained.
- 17 64. The exact amount of Defendants' unjust enrichment is not presently known but will
18 readily be proven at trial.
- 19 65. WHEREFORE, plaintiff requests judgment against the defendants as set forth below.

20 **SEVENTH CAUSE OF ACTION CONSTRUCTIVE TRUST**

21 **AS TO ALL DEFENDANTS**

- 22 66. Plaintiff incorporates by this reference all allegations contained in this complaint, as
23 though fully set forth here.
- 24 67. By virtue of Defendants' fraudulent and otherwise wrongful acts, alleged herein,
25 Defendant holds all gains, profits and advantages derived from his acts and violations of law in
26 constructive trust for the benefit of Plaintiff.
- 27 68. Plaintiff is entitled to an order declaring that Defendants hold all gains, profits and
28 advantages derived from their wrongful conduct and violation of law in constructive trust for the
benefit of Plaintiff. Plaintiff is entitled to an order compelling Defendants to convey to Plaintiff
all gains, profits and advantages that Defendants derived from their wrongful conduct. Plaintiff is

1 entitled to an accounting of all monies owing to Plaintiff. Plaintiff is entitled to payment of the
2 amount due from Defendants as a result of all of Defendants' wrongful conducts, and violations
3 of Plaintiff's rights, together with interest at the legal rate from the date of such violations.
4

5
6 **WHEREFORE PLAINTIFF PRAYS for judgment against defendants and each of them as**
7 **follows:**

- 8 1. For the sum of \$300,000 for breach of contract.
- 9 2. For interest thereon at the rate of the contract.
- 10 3. For special damages according to proof.
- 11 4. For damages under California Civil Code section 1719
- 12 5. For punitive damages according to proof.
- 13 6. For costs of suit herein.
- 14 7. For such other and further relief as the court may deem just and proper.

15 Dated January 7, 2021

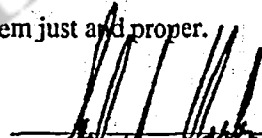

16 MICHAEL YADEGARI, ESQ.
17 Attorney for Plaintiff
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EXHIBIT 5

Wide World Ferrari-Maserati
101 East Route 59 • Spring Valley, NY 10977
(845) 425-3002 • DMV Reg. No. 7106869

DEAL# 104613
CUST# 9177226336
PURCHASE ORDER

SALES PERSON JUSTIN STEWERT
BUYER/LESSEE ALDI, LLC
ADDRESS P.O BOX 7967
CITY, STATE, ZIP MISSOULA, MT 59807
HOME # WORK # CELL #
EMAIL

THE TRANSACTION
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE
YEAR 2020 MAKE FERRARI MODEL MONZA MILEAGE
TYPE CV
SALES DEPOSITS: Deposits are non-refundable on approved sales, except if the vehicle is not delivered in accordance with this agreement within 30 days after the estimated delivery date and delay is attributable to you.

ESTIMATED DELIVERY DATE BY 01/01/2021 DELIVERY LOCATION WIDE WORLD FERRARI MASERATI STOCK NO. (IF RESERVED)

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle.) Seller: Check any line that applies to this vehicle. The principal prior use of this vehicle was as: a police vehicle N/A, a taxicab N/A, a driver education vehicle N/A, or a rental vehicle N/A.

Table with columns: LEASE PAYMENT, LEASE TERM, C.O.D., LEASE END VALUE, MILEAGE ALLOWANCE, ONE-TIME PAYMENT AMOUNT, VEHICLE PRICE, OPTIONAL DEALER INSTALLED EQUIPMENT. Values include 1750000.00 and N/A.

THE TRADE-IN
YEAR, MILEAGE, MAKE, MODEL, COLOR, LESS TRADE IN CREDIT, PLATE NO., EXP. DATE, VIN, TRADE DIFFERENCE, TRADE-IN IS CLEAR OF ALL LIENS EXCEPT, AMOUNT OWED, CASH PRICE, 1750000.00

TAXES AND OTHER FEES
INS. AGENT, PHONE, ADDRESS, INS. CO., POLICY NO., Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE*
TOTAL TAXABLE AMOUNT \$ 1750075.00
COUNTY SALES TAX AT N/A %
ESTIMATED TITLE, REGISTRATION AND INSPECTION FEES \$ 12.50
LEASE DEPOSITS: Deposits on pending leases are refundable. If a lease agreement is not executed your deposit, including any trade-in, will be returned promptly.
TOTAL CASH PRICE \$ 1750087.50
LESS DEPOSIT 1750087.50
LESS MANUFACTURER REBATE N/A
PLUS VSI FEE N/A
PLUS BALANCE ON TRADE N/A
CASH-CERTIFIED CHECK-BANK CHECK N/A
FINANCE AMOUNT \$ N/A

SPECIAL NOTICE TO CONSUMER—IF UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION. THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

New York State Law requires us to accept and manage waste tires from vehicles in exchange for an equal number of new tires that we sell or install. We are required to charge a separate and distinct waste tire management and recycling fee of \$2.50 for each new tire we sell. Any additional tire management recycling costs are included in the advertised price of the new tire.

*The optional dealer registration or title application fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may avoid these fees by submitting your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

ESTIMATED TITLE AND REGISTRATION FEES: THE AMOUNT INDICATED ON THE SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. BUYER/LESSEE INITIALS: CO-BUYER/CO-LESSEE INITIALS: N/A

Purchaser's execution of this Order certifies (1) he is of legal age and if a corporate purchaser that he has the legal authority to execute a binding contract in this State, (2) that he has read the terms on the front and back of this Order, including the Arbitration Provision, (3) that the above-identified trade-in has not sustained any frame damage and that the true mileage of that trade is as represented on the mileage form accompanying this transaction, (4) that he has received a true and completely filled-in copy of this Order at the time of signing, and (5) that this agreement is not binding until signed by purchaser and dealer.

BUYER'S SIGNATURE CO-BUYER'S SIGNATURE ACCEPTED BY
DATE 04/19/2019 DATE DATE 04/19/2019

ADDITIONAL TERMS OF AGREEMENT

- 1. Trade-in Credit.** If part of the consideration for the vehicle being purchased is a trade-in vehicle and that vehicle is not delivered when this Agreement is signed, Dealer has the right to reappraise the trade vehicle for physical damage, depreciation and alteration at the time of its delivery. As a result of such reappraisal, Customer's trade-in allowance as set forth on this Agreement may be reduced, which in turn may increase the cash balance due from Customer.
- 2. Trade-in Obligations.** Customer must complete a Trade Vehicle Disclosure Statement and a mileage certification statement, and give satisfactory proof of vehicle ownership for any vehicle traded. Customer warrants there are no liens on the trade vehicle and that no money is owed toward the vehicle or for repairs to the vehicle, except as shown on this agreement. Customer further warrants the trade vehicle does not have a welded or bent frame, that the motor block is not cracked or welded and has not been repaired, that the vehicle has not been flood damaged or declared a total loss for insurance purposes and that emission control devices have not been altered or removed.
- 3. Purchase Price.** The total cash price less the trade-in allowance shown on the front of this Agreement is the final cash price. If the vehicle is a new motor vehicle, no additional fee or charge will be imposed or collected due to changes in the manufacturer's list price, or changes in the cost of freight or services provided unless allowed by law. Customer agrees to pay the final cash price due on delivery as shown on the front of this Agreement. If there are changes in the final cash price, Customer will pay the cash price due on delivery as changed by such adjustment. Acceptable forms of final cash payment on delivery are: cash, bank check and certified check.
- 4. Delivery.** If this Agreement is for the purchase of a new vehicle, regardless of whether you have provided Dealer with a deposit, this Agreement is subject to the vehicle's availability, and Dealer does not guarantee that the vehicle will be obtained from the manufacturer or obtained within a specified time period. A deposit does not guarantee that the vehicle will be available for delivery to you. In the event you have provided a deposit and Dealer does not obtain the vehicle for you, your deposit will be refunded to you and Dealer will have no duty, under this agreement, to deliver the vehicle ordered or any other vehicle. In the event you have not provided a deposit, no deposit will be refunded and Dealer will have no duty, under this agreement, to deliver the vehicle ordered or any other vehicle.
- 5. Delays in Delivery.** Dealer is not liable for delays caused by the manufacturer, accidents, sureties, fires or other causes beyond its control.
- 6. No Priority of Delivery.** Dealer does not make any representation as to the order in which vehicles are delivered to purchasers, including Customer, other than to state that it estimates the vehicle being purchased will be available for delivery on the estimated delivery date on this Agreement. Dealer does not make any representation or guarantee of delivery priority as between other buyers and Customer.
- 7. Change of Design.** The manufacturer has the right to change the design of any make or model of vehicle, including its chassis, accessories, model designation or any parts thereof, at any time, without notice. In the event of a change in the chassis, accessories or any parts by the manufacturer, Dealer has no duty, except to deliver the vehicle as made by the manufacturer. In the event that the manufacturer discontinues any make or model, which includes, but is not limited to, a change in model designation, Dealer has no duty to deliver a vehicle, which is no longer being manufactured. Any deposit which may have been provided to Dealer may not be transferred to another order, purchase agreement or applied toward any replacement vehicle, model or model designation of the manufacturer. In such instances, the deposit will be refunded to you. Should you thereafter wish to purchase some other vehicle from Dealer, including the next make or model or model designation of the discontinued vehicle, you will be required to enter into a separate purchase agreement and be subject to its provisions, including a "No Priority of Delivery" provision similarly set forth on this Agreement.
- 8. Disclaimer of Warranties.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VEHICLE AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, THIS PROVISION DOES NOT AFFECT (1) ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE, (2) DOES NOT LIMIT ANY IMPLIED OR OTHER WARRANTIES IMPOSED AS A MATTER OF LAW (e.g. LEMON LAWS) AND (3) DOES NOT LIMIT ANY WARRANTY DESCRIBED IN THIS AGREEMENT OR IN A SEPARATE WRITING GIVEN IN CONNECTION WITH THIS TRANSACTION. ADDITIONALLY, EXCEPT AS REQUIRED BY LAW, DEALER IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SALE OF THIS VEHICLE.
- 9. Export Policy.** If required by the manufacturer, Customer agrees to sign an "Acknowledgment of Export Policy."
- 10. Cooperation Paragraph.** By signing this Agreement and accepting delivery of the vehicle, Customer agrees to cooperate with Dealer and to return to the dealership upon its request, within seven (7) days of such request, to perform any step necessary to complete the sale and transfer of the vehicle, including (1) to furnish necessary information to obtain financing, to title and register the vehicle, to record and perfect a lien and to obtain title to any trade-in vehicle, (2) to execute and re-execute, and deliver and re-deliver, all required paperwork to obtain financing, to title and register the vehicle, to record and perfect a lien, and to obtain title to any trade-in vehicle and (3) to perform any such other act and provide any such other information and thing as may be reasonably necessary and requested by you, manufacturer, lender or the Department of Motor Vehicles to complete this transaction.
- 11. Cancellation.** Unless this Agreement is non-binding because Dealer is assisting Customer in obtaining vehicle financing, this Agreement is binding and may not be cancelled for any reason. If Dealer is assisting with vehicle financing, this Agreement is not binding until all credit terms are presented to the Customer and accepted. If Customer does not accept the credit terms presented, Customer may cancel this Agreement and any deposit that was provided will be refunded. If the manufacturer refuses to accept this order or fails to deliver the vehicle being purchased after accepting the order, upon Dealer's prompt notification and refund of Customer's deposit, Dealer may cancel this Agreement.
- 12. No Other Agreements.** There are no understandings or agreements between Dealer and Customer other than those set forth in this Agreement and attachments to this Agreement, if there are any such attachments.
- 13. AGREEMENT TO ARBITRATE. READ THIS PROVISION CAREFULLY BEFORE SIGNING THIS AGREEMENT. IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND TO HAVE A TRIAL.** Dealer and Customer agree to arbitrate any claim, dispute or controversy, including all contractual, statutory and common law claims and any state or federal claims that may arise under this Agreement. By agreeing to arbitration, as the exclusive method to resolve all claims, disputes or controversies, Dealer and Customer understand and agree that they are waiving the right to maintain other available resolution processes, such as a court action or administrative proceeding, and the right to trial by jury, to settle any dispute that may arise between us. Without limitation, Consumer Fraud, Lemon Law, and Truth-In-Lending claims are just three examples of the various types of claims subject to arbitration under this Agreement. Dealer and Customer agree to (i) waive any right to pursue any claims arising under this agreement, including statutory, state or federal claims, as a class action, whether in court or as a class arbitration, or (ii) to have an arbitration under this agreement consolidated with any other arbitration or proceeding. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association, or such other organization as you and I shall agree, before a single arbitrator and the decision of that arbitrator shall be binding upon us. The costs incurred in the arbitration process, including American Arbitration Association and arbitrator fees, shall be shared equally and each shall bear their own attorneys fees and costs associated with the arbitration, unless the arbitrator, upon application by the prevailing party, determines a different allocation of costs and fees is appropriate. Arbitration shall take place at the address of the dealership listed on the agreement.
- 14. Repurchase Option.** If the vehicle being purchased is unique and is in high demand and limited supply and is regularly being sold at prices in excess of manufacturer's suggested retail price (MSRP), Purchaser may be required to give Dealer a written option to purchase the vehicle and a nominal security interest in the vehicle.
- 15. Brokers.** Purchaser further represents and warrants that his purpose in purchasing the vehicle is for his personal use and that he is not buying the vehicle to broker for resale and that he has not and does not intend to enter into an agreement to sell the vehicle for profit.

Review this request --- Read and confirm the details for this wire request. Click "Wire Activity" to go back on the Activity page.

Things you can do

Account Details

Wire to Wide World Ferrari Maserati (...7533)

Wire from CORE NEXUS LLC (...2931)

**EXHIBIT
6**

Wire Details - Sender

Wire amount 500000.00 U.S. Dollars (USD)

Scheduled On 03/21/2019 at 08:31 PM ET

Wire date 03/22/2019

Message to recipient Monza Deposit 1

Message/instructions to recipient bank

Memo

Status Completed

Submitted by Administrator on 3/21/2019 8:31:13 PM

Last modified by Not Available on 3/22/2019 4:10:28 AM

Approved by Not Available

Wire Activity

NOT A CERTIFIED COPY

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE



VELTRACON

PURCHASE AGREEMENT

THE PARTIES TO THIS CAR SALES AGREEMENT ARE:

Core Nexus LLC

(hereinafter referred to as „the seller“)

AND

Jason Pittack

(hereinafter referred to as „the buyer“)

PREAMBLE

The buyer agrees to purchase the object of sale mentioned below within the conditions agreed on in this purchase agreement. The parties agree to act in good faith and refrain from all actions that bring this agreement in jeopardy. This includes, but is not limited to, the obligation of the seller to deliver the goods within the conditions agreed on in this purchase agreement, as well as the obligation of the buyer to pay the agreed price.

OBJECT OF THE SALE

The object of sale is a **Ferrari Monza Buildable Allocation**



PURCHASE PRICE

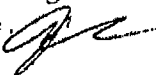
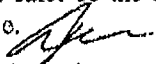
The purchase price is **MSRP- Manufacture Suggested Retail Price**. The purchase price is to be paid in a manner as agreed by both parties via conditions of payment. Buyer and seller understand that the buyer will spec the Monza with the available options offered by Ferrari on behalf of the seller.



CONDITIONS OF PAYMENT

The parties agree on the following conditions:

1. First payment of **USD \$500,000.00** (Five Hundred Thousand Dollars) is to be paid to the seller with in 48 hours of contract approval and signature. This payment acts as the initial deposit made by the seller to Ferrari. To the seller, said deposit is nonrefundable should the buyer not carryout the sale. To the buyer, said deposit is fully refundable should the seller not deliver the object of sale.
2. Second payment of the remaining balance of MSRP less the initial deposit of \$500,000.00 is due upon delivery of the vehicle.



CONDITIONS OF DELIVERY

Buyer understand that the allocations will deliver in Core Nexus LLC name. Seller agrees to give Core Nexus LLC over to the buyer making him sol owner of the LLC . Buyer understand he must leave the Ferrari Monza in the LLC for a minimum of 6 months after delivery to protect the seller.



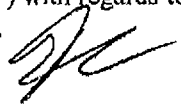
PENALTIES FOR BREACH OF CONTRACT

If seller does not delivery the object of sale to the buyer due to the sellers own personal reasons (backing out of the sale or selling to someone else) there will be a penalty of **USD \$500,000.00** to be paid to the buyer. Penalty payment will be due the same day as buyers first payment is refunded.



CONFIDENTIALITY


Due to the sensitivity of the secondary market and resale of limited production Ferrari vehicles, its is hereby agreed that the buyer or any of his representatives will not contact the manufacture or dealership (Ferrari) with regards to this transaction under any circumstances prior to or after this contract agreement.



APPLICABLE LAW

New York law is applicable to the present purchase agreement.

THE SELLER (Place and Date):


New York, NY
11-13-17
Core Nexus LLC

THE BUYER (Place and Date): Omaha, NE


11-18-19
Jason Pittack

NOT A CERTIFIED COPY

WOODHOUSE LINCOLN-MERCURY, INC.

Tue Aug 10 15:51:54 2021

SOS Account Number

10017949

Status

Active

Principal Office Address

12325 EMMET STREET
OMAHA, NE 68164
USA

Registered Agent and Office Address

LANCE PITTACK
6603 L ST
OMAHA, NE 68117

Nature of Business

AUTOMOBILE DEALERSHIP

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Oct 20 2000

EXHIBIT
8

NOT A CERTIFIED COPY

Corporation Position	Name	Address
President	LANCE E PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA
Secretary	PAUL CECH	12325 EMMET STREET OMAHA, NE 68164 USA
Treasurer	BECKY S PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA
Director	PAUL CECH	12325 EMMET STREET OMAHA, NE 68164 USA
Director	BECKY S PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA
Director	JASON C PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA
Director	KARA PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA

Corporation Position	Name	Address
Director	LANCE E PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA
VICE-PRESIDENT	JASON PITTACK	12325 EMMET STREET OMAHA, NE 68164 USA

Next Report Due Date

Jan 01 2022

Associated Entities

Account Number	Name	Type	Status
2006108624	WOODHOUSE PLACE LINCOLN	Trade Name	Active

Filed Documents

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

	Document	Date Filed	Price
<input type="checkbox"/>	Articles Perpetual	Oct 20 2000	\$1.35 = 3 page(s) @ \$0.45 per page
<input type="checkbox"/>	Proof of Publication	Nov 28 2000	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 22 2001	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Apr 04 2002	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Feb 25 2003	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Feb 18 2004	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 01 2006	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Change of Agent or Office	Mar 10 2006	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Feb 13 2008	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Jan 13 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Jan 19 2012	\$0.90 = 2 page(s) @ \$0.45 per page

	Document	Date Filed	Price
<input type="checkbox"/>	Change of Agent or Office	Sep 13 2013	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Jan 03 2014	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Feb 09 2016	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Jan 15 2018	\$1.35 = 3 page(s) @ \$0.45 per page
<input type="checkbox"/>	Occupation Tax Report	Feb 19 2020	\$1.35 = 3 page(s) @ \$0.45 per page

Good Standing Documents

To purchase documents attesting to the entity's good standing check the box next to the document title.

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Select All | Select None

[↑ Back to Top](#)

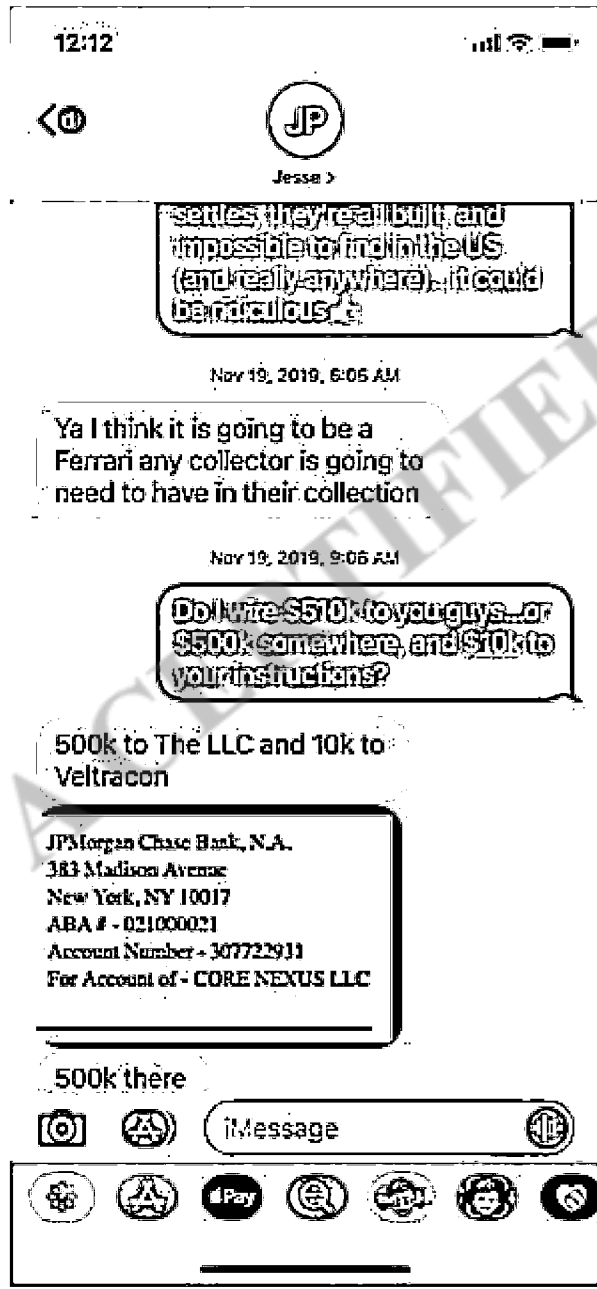
Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

Outgoing Transfer Information

Fed Acceptance Date:	20191119	IMAD:	20191119GMQFMP01006525
Fed Acceptance Time:		OMAD:	20191119B1QGC01R02963911191215FT03
Effective Date:		Sender Institution:	
Debit Account Number:		Upload Date:	2019-11-19T11:12:00
Debit Account Type:		Originator:	(WOODHOUSE LINCOLN MERCURY INC)
Amount:	Demand Deposit	Originator Address 1:	12325 EMMET ST
Beneficiary:	500,000.00	Originator Address 2:	OMAHA NE 68164
Beneficiary Address 1:	(CORE,NEXUS,LLC	Originator Address 3:	
Beneficiary Address 2:	235 HENRY AVENUE	Originating Institution:	
Beneficiary Address 3:	STRATFORD CT 06614	Originating Institution Name:	
Beneficiary Institution:		Originating Institution Address 1:	
Beneficiary Institution Name:		Originating Institution Address 2:	
Beneficiary Institution Address 1:		Originating Institution Address 3:	
Beneficiary Institution Address 2:		Receiver Institution:	
Beneficiary Institution Address 3:		Receiver Institution Name:	
Beneficiary Account:		Originator to Beneficiary Info 1:	021000021
Beneficiary Account Type:		Originator to Beneficiary Info 2:	JPMCHASE
Wire Number:	2931	Originator to Beneficiary Info 3:	
Wire Status:	Demand Deposit	Originator to Beneficiary Info 4:	
	148558		
	Complete		

EXHIBIT 9

**EXHIBIT
10**



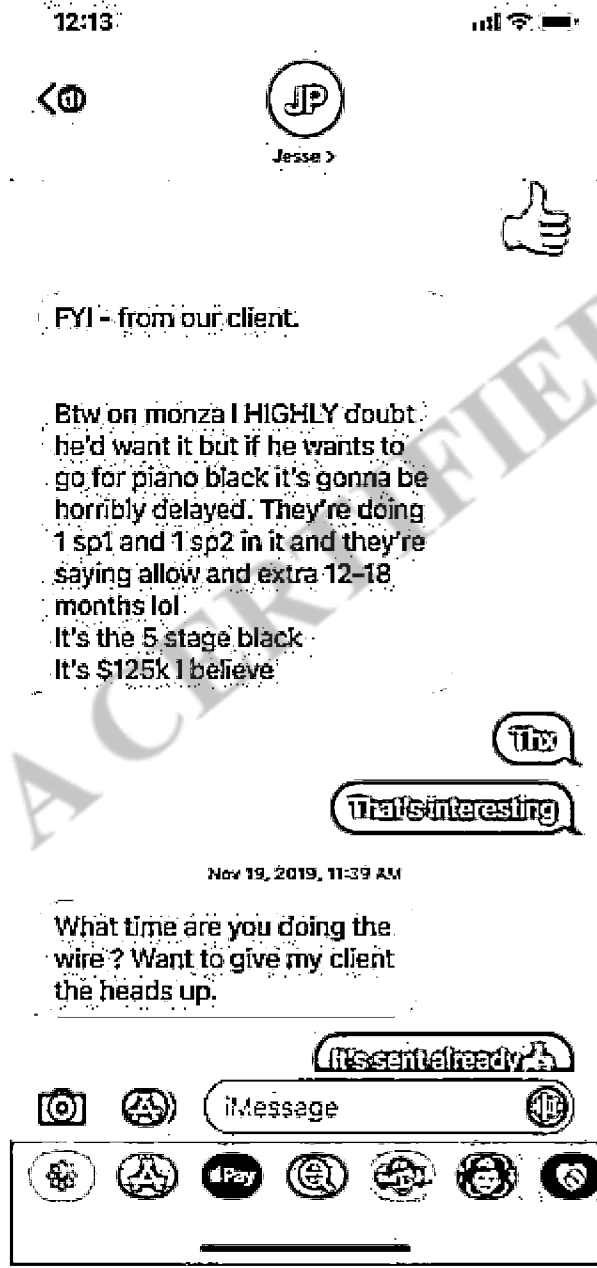
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Outgoing Transfer Information

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Fed Acceptance Time:	20191119B6B7HU4R00671911191215FT03
Effective Date:	2019-11-19T00:00:00
Debit Account Number:	
Debit Account Type:	
Amount:	10,000.00
Beneficiary:	VELTRACON AUTOMOTIVE,LLC
Beneficiary Address 1:	342 PIKE ROAD SUITE 19
Beneficiary Address 2:	WEST PALM BEACH FL 33411
Beneficiary Address 3:	
Beneficiary Institution:	
Beneficiary Institution Name:	
Beneficiary Institution Address 1:	
Beneficiary Institution Address 2:	
Beneficiary Institution Address 3:	
Beneficiary Account:	
Beneficiary Account Type:	
Wire Number:	20683
Wire Status:	Complete
IMAD:	
OMAD:	
Sender Institution:	
Sender Institution Name:	
Upload Date:	2019-11-19T11:10:00
Originator:	WOODHOUSE LINCOLN MERCURY INC
Originator Address 1:	12325 EMMET ST
Originator Address 2:	OMAHA NE 68164
Originator Address 3:	
Originating Institution:	
Originating Institution Name:	
Originating Institution Address 1:	
Originating Institution Address 2:	
Originating Institution Address 3:	
Receiver Institution:	
Receiver Institution Name:	
Originator to Beneficiary Info 1:	026009593
Originator to Beneficiary Info 2:	BK AMER NYC
Originator to Beneficiary Info 3:	
Originator to Beneficiary Info 4:	

EXHIBIT 11

**EXHIBIT
12**

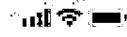


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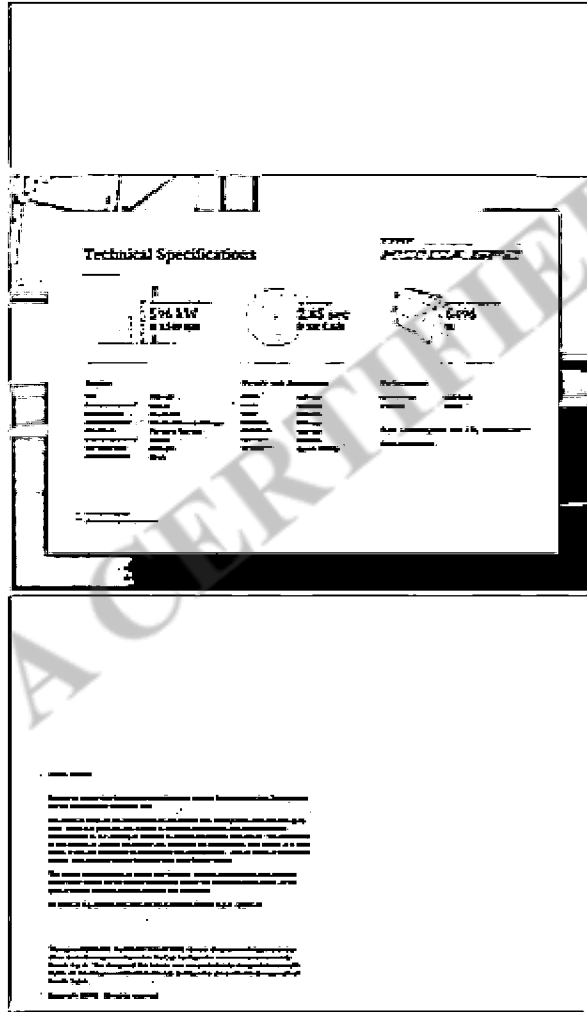
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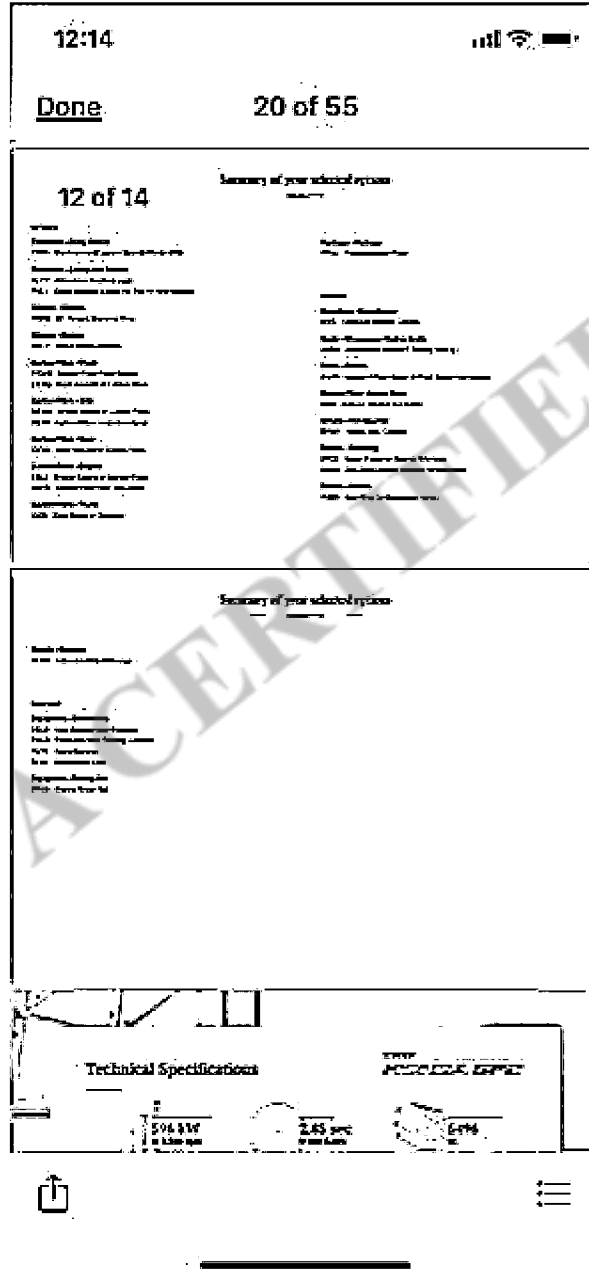
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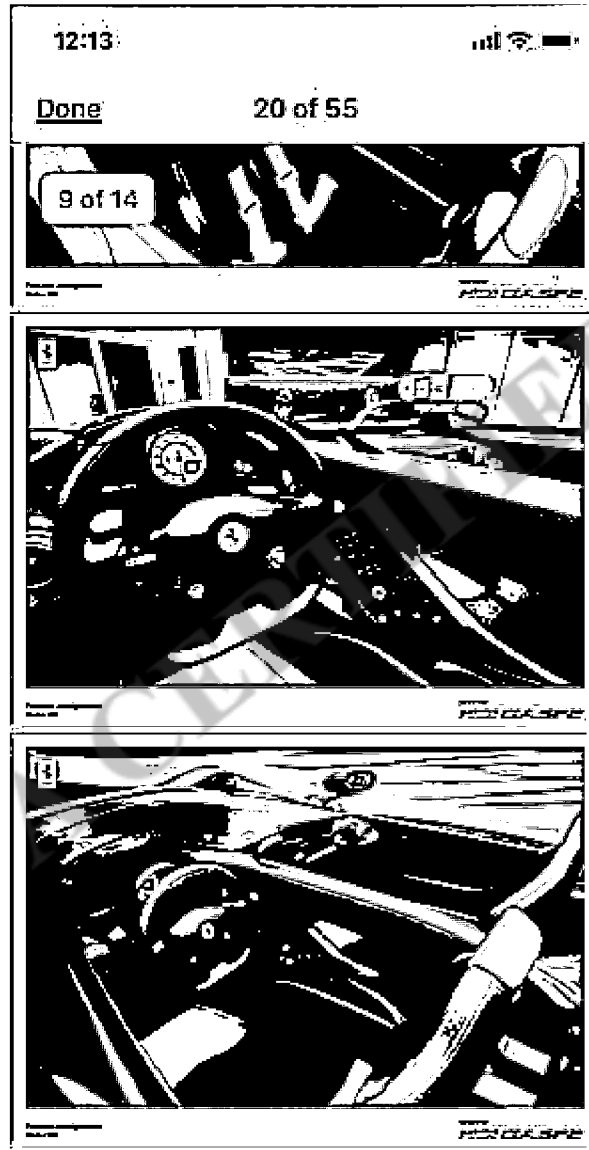


Done

20 of 55



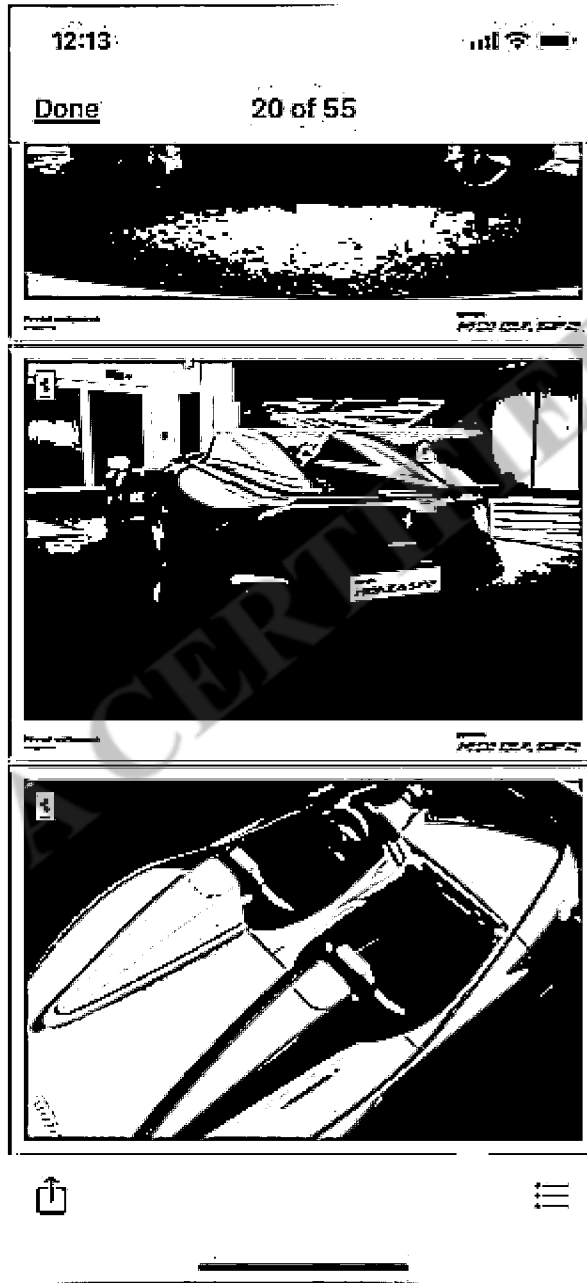




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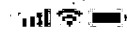






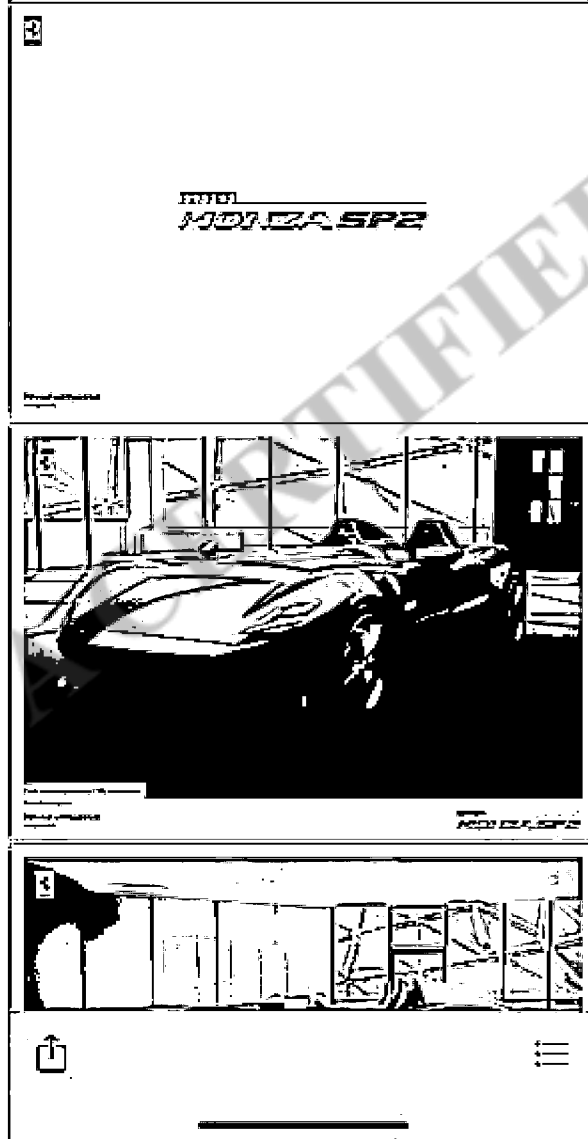
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12:13

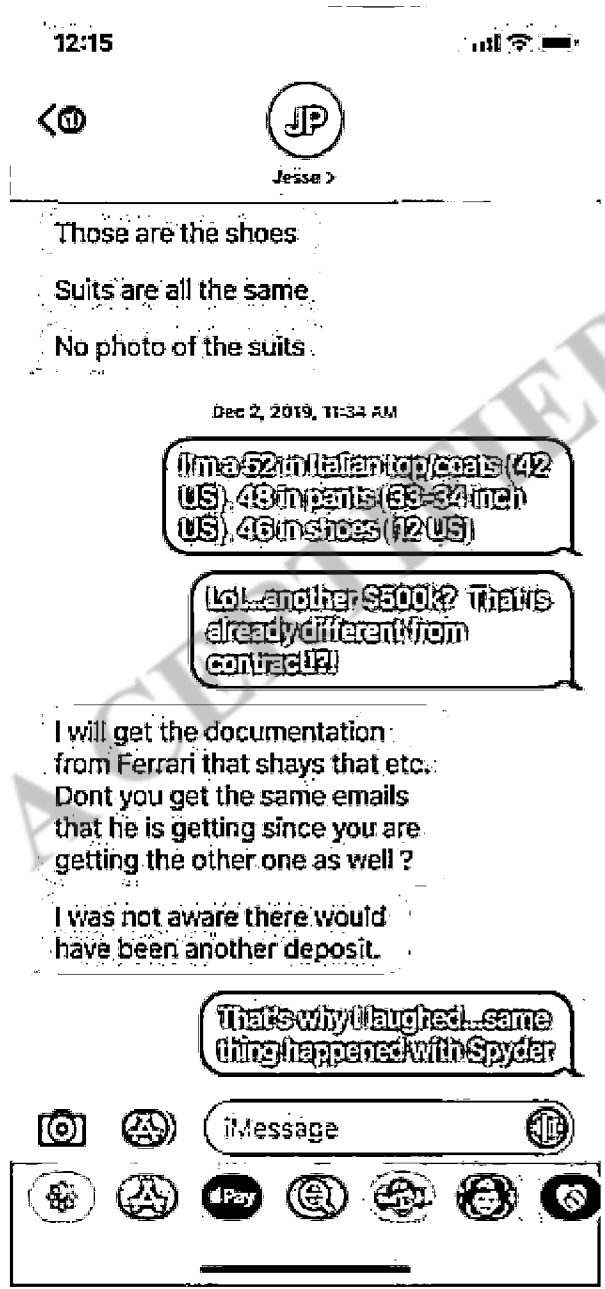


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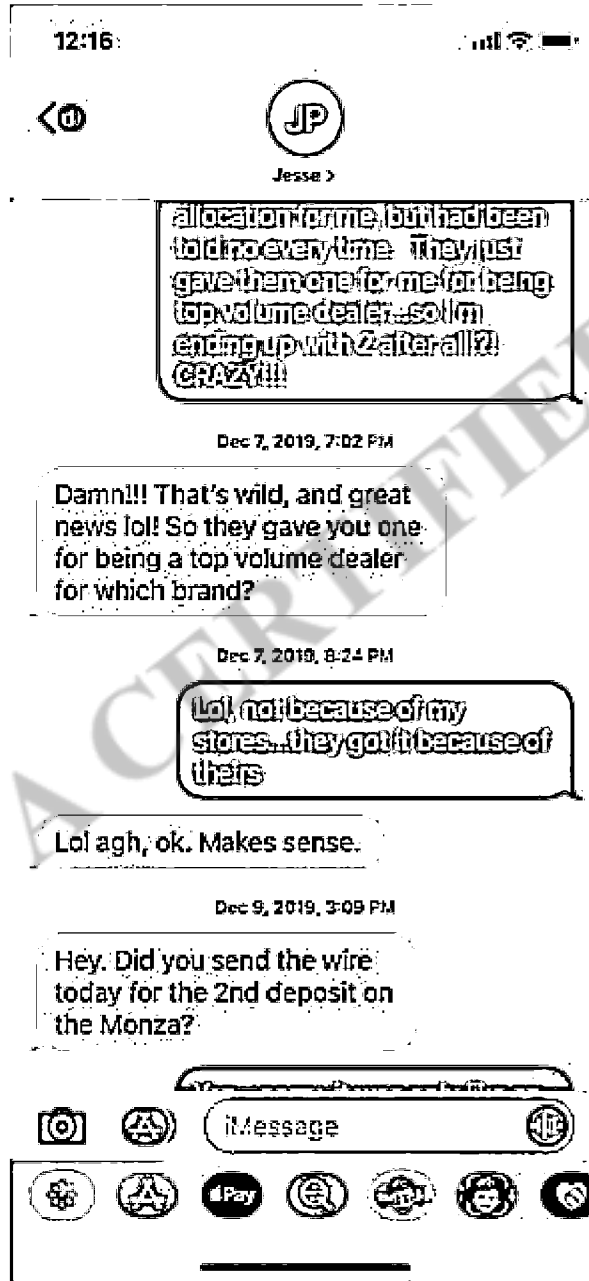
20 of 55



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Wire date Status Wire to Transaction number Debit amount Amount
Dec 5, 2019 Completed Wide World Ferrari 5227863857 \$500,000.00 \$500,000.00 USD

**EXHIBIT
14**

Wire to Wide World Ferrari (...7533)
Wire from CORE NEXUS LLC (...2931)
Amount \$500,000.00 USD (U.S. Dollar)
Wire fee See analysis statement
Total wire cost \$500,000.00 USD (U.S. Dollar)
Wire date Dec 5, 2019
Status Completed
Status date Dec 5, 2019

Message to recipient Monza Deposit 2

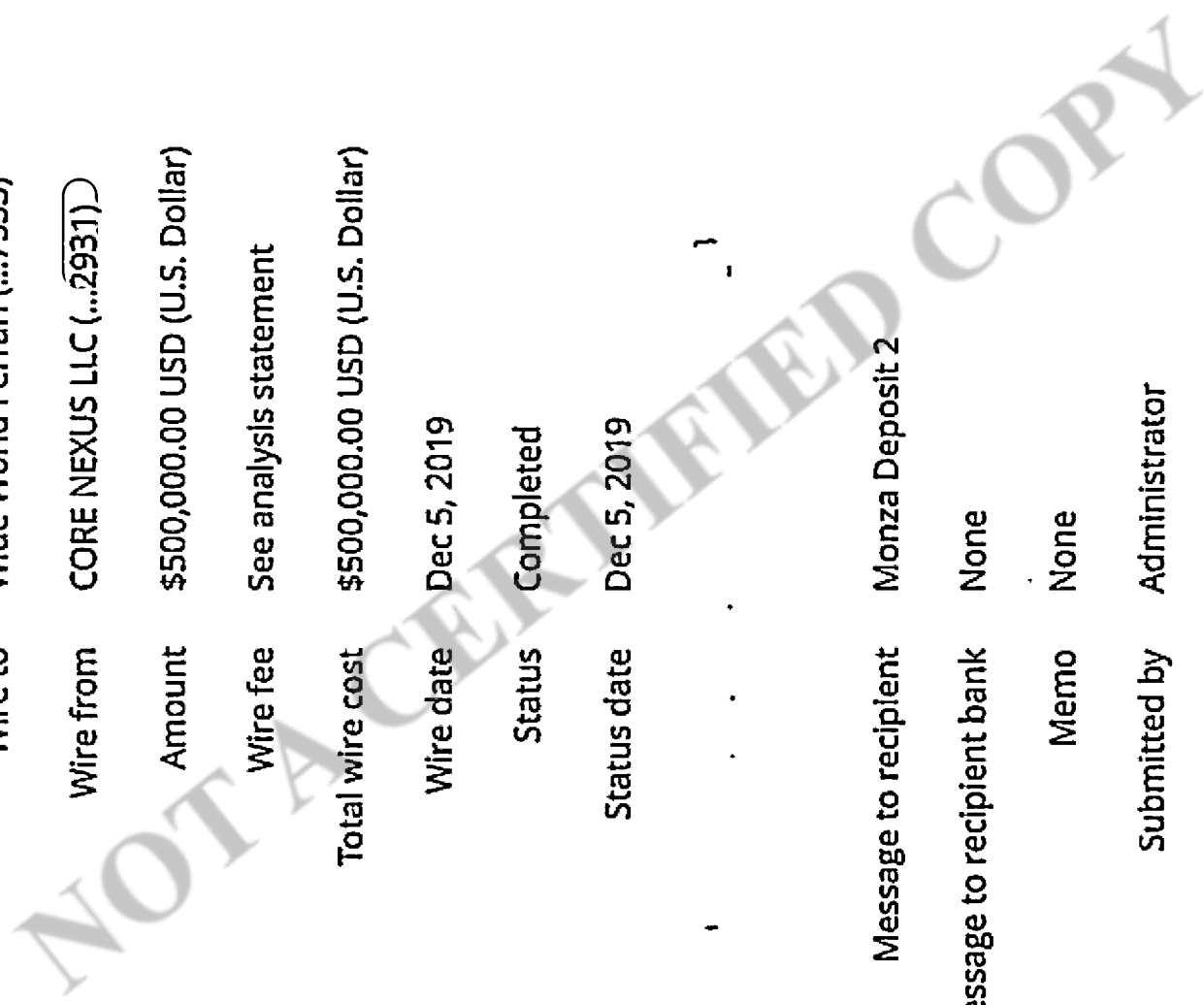
Message to recipient bank None

Memo None

Submitted by Administrator

Submitted by date and timestamp 12/05/2019 11:33:43 AM ET

Last modified by Not Available



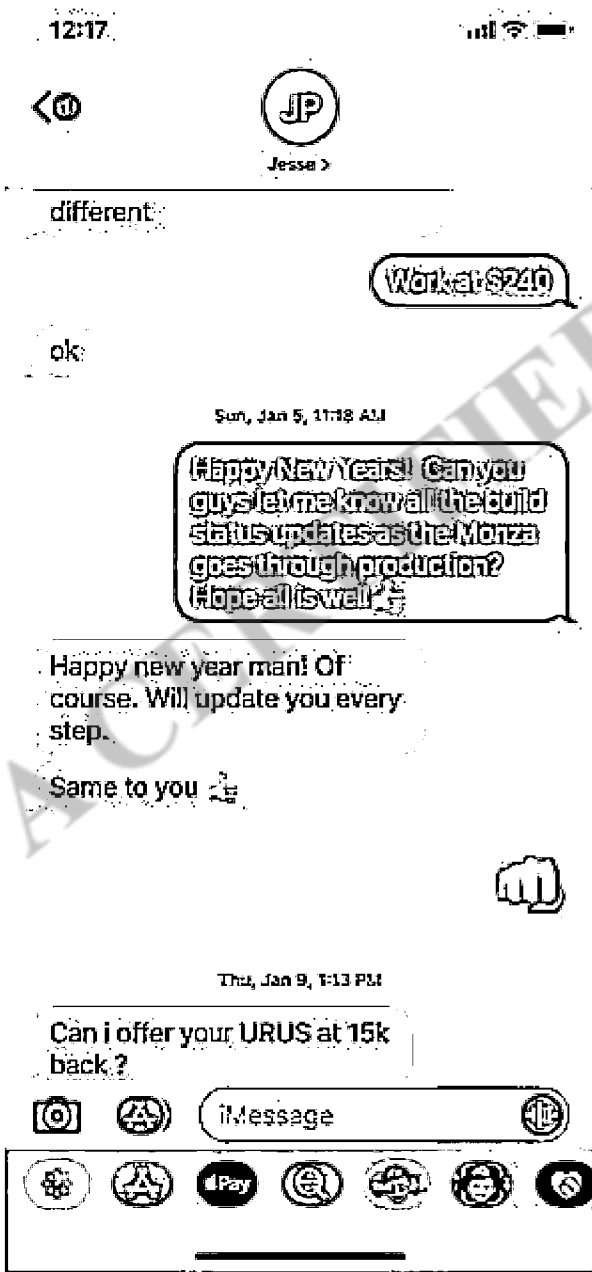
Outgoing Wire Transfer Detail as of 01/11/2021 2:38 PM

Outgoing Transfer Information

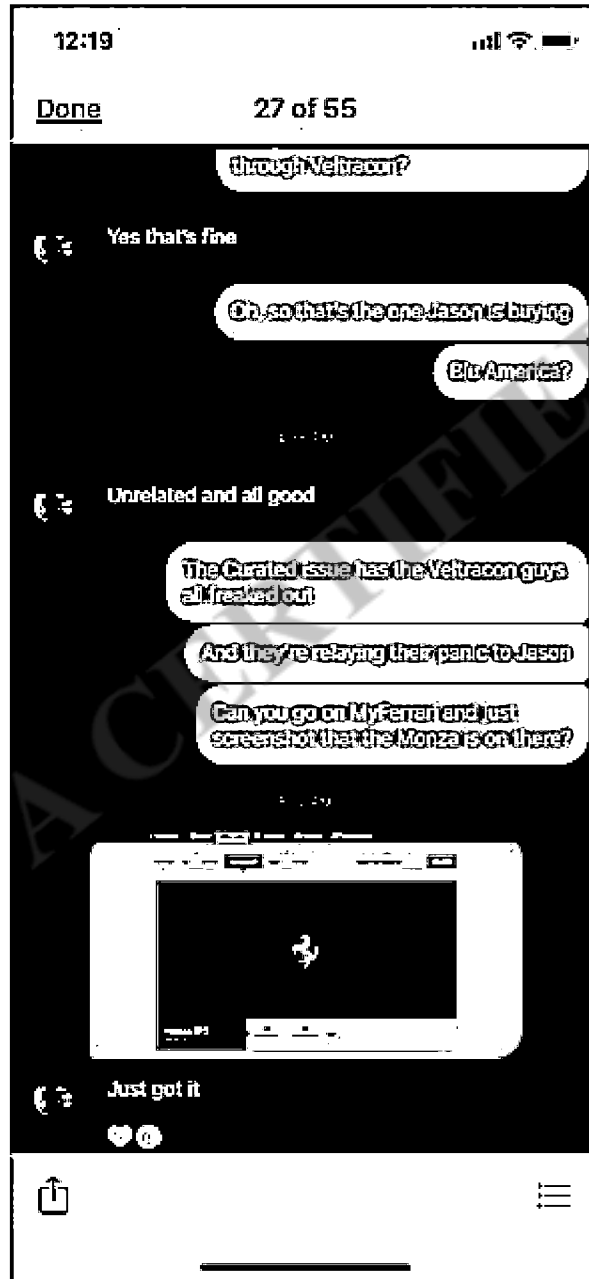
Fed Acceptance Date: 20191209GMQFMP01017288
 Fed Acceptance Time: 20191209B1QGGC01R06022612091603FT01
 Effective Date: 2019-12-09T00:00:00
 Debit Account Number: 2019-12-09T14:22:00
 Debit Account Type: Demand Deposit
 Amount: 500,000:00
 Originator: CORE.NEXUS.LLC
 Originator Address 1: 235 HENRY AVE UNIT 221
 Originator Address 2: STRATFORD CT 06614
 Originator Address 3:
 Originating Institution: WOODHOUSE LINCOLN MERCURY INC
 Originating Institution Name: 12325 EMMET ST
 Originating Institution Address 1: OMAHA NE 68164
 Originating Institution Address 2:
 Originating Institution Address 3:
 Receiver Institution: 021000021
 Receiver Institution Name: JPMCHASE
 Receiver Institution Address 1: MONZA
 Receiver Institution Address 2:
 Receiver Institution Address 3:
 Receiver Institution Info 1: 2931
 Receiver Institution Info 2: Demand Deposit
 Receiver Institution Info 3: 149727
 Receiver Institution Info 4: Complete

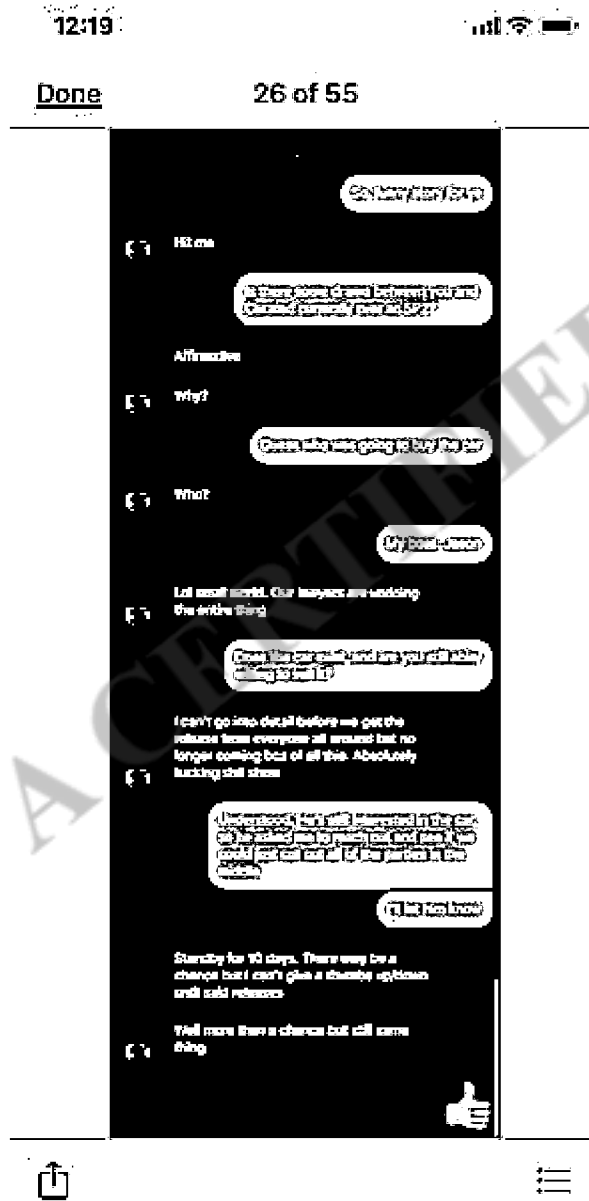
EXHIBIT
15

EXHIBIT
16

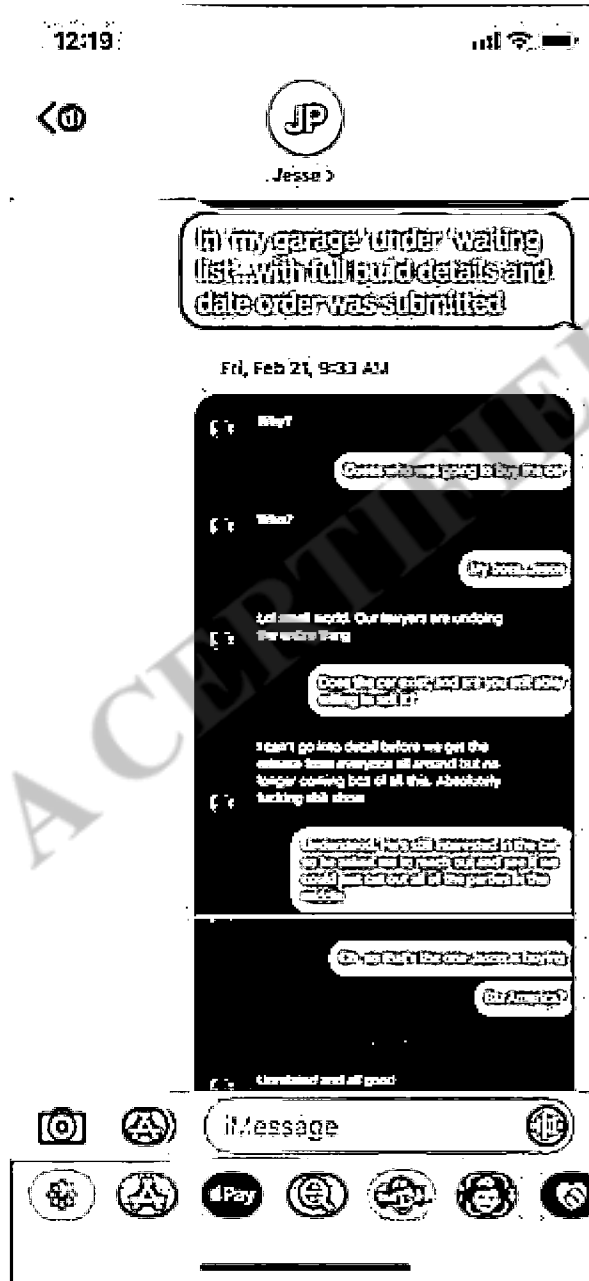


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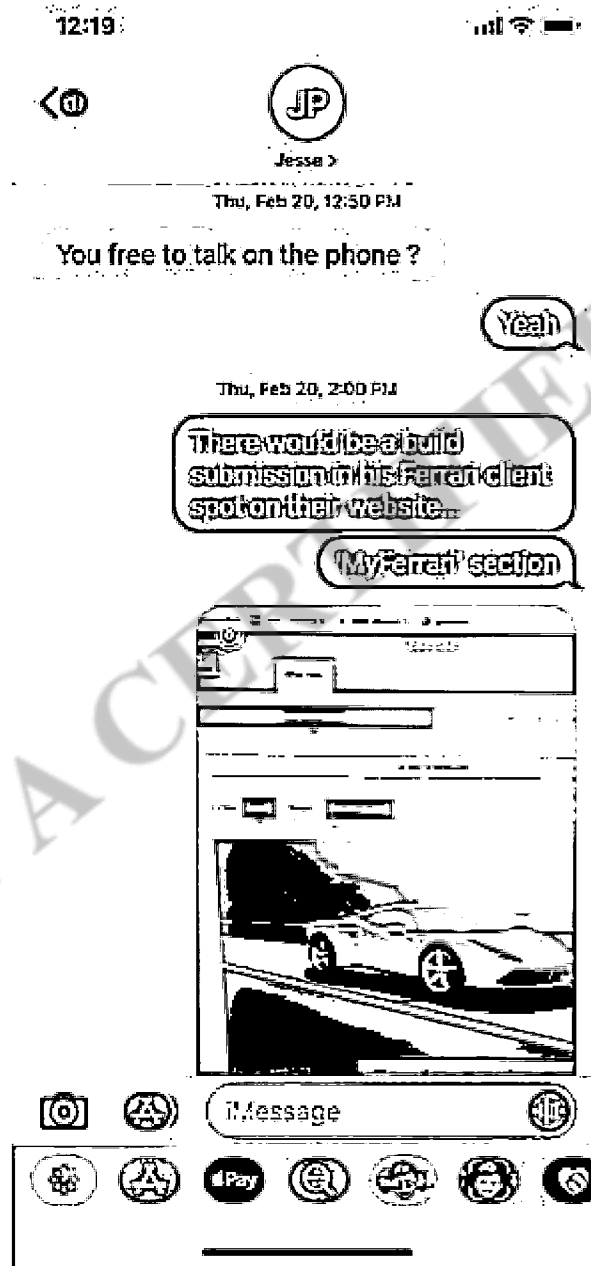




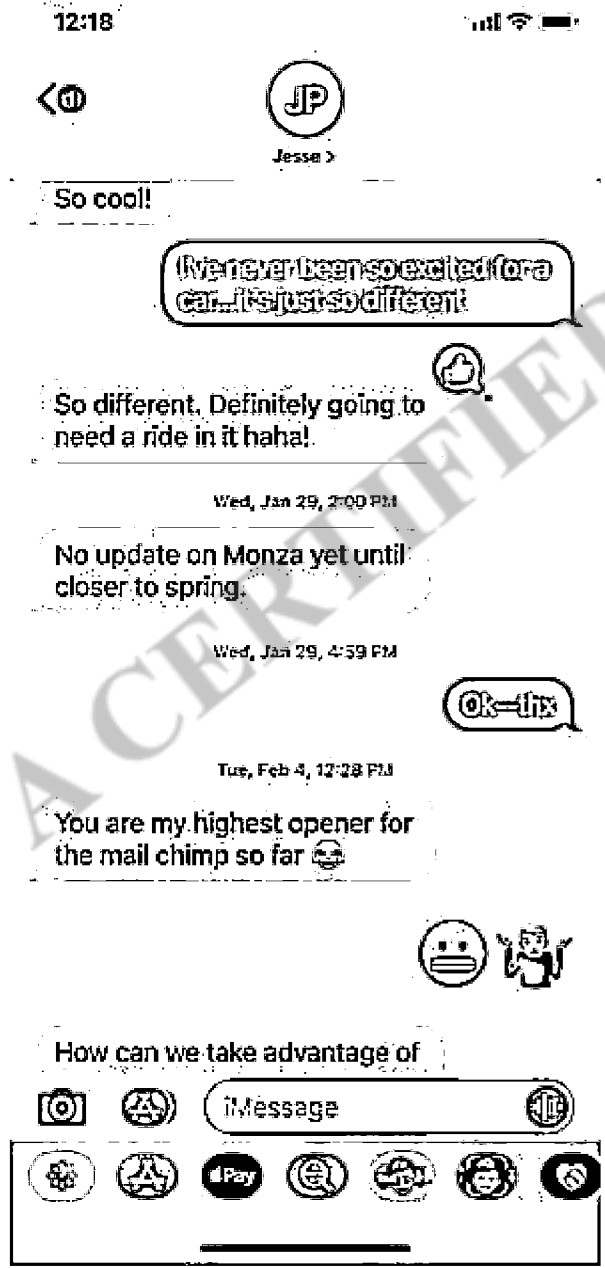
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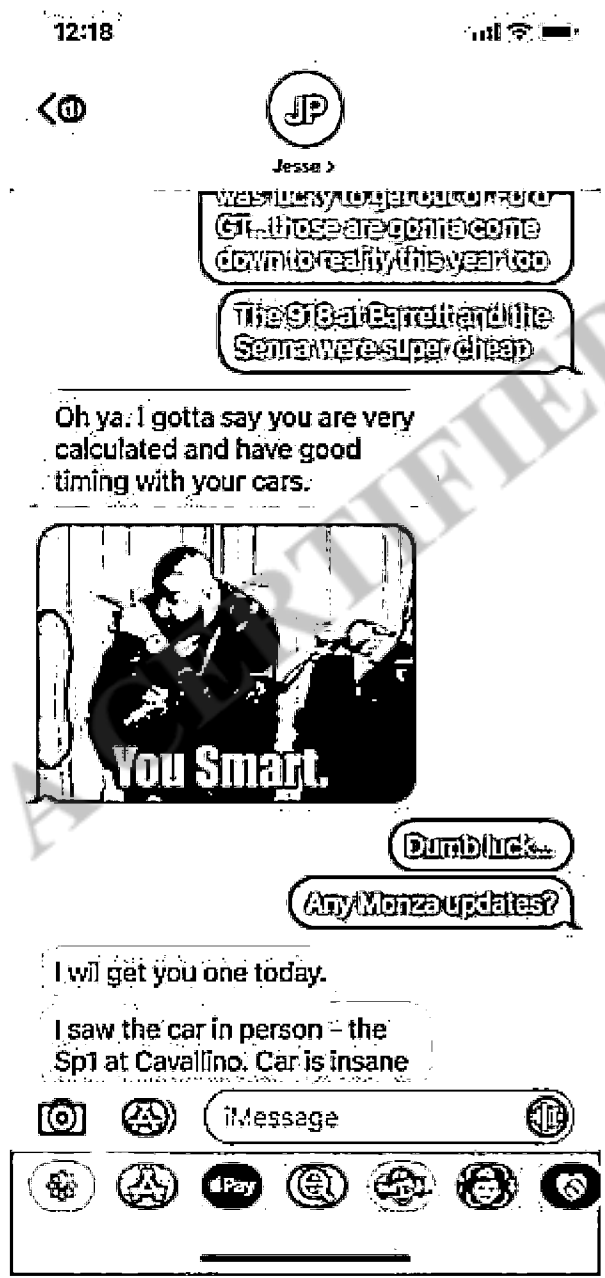
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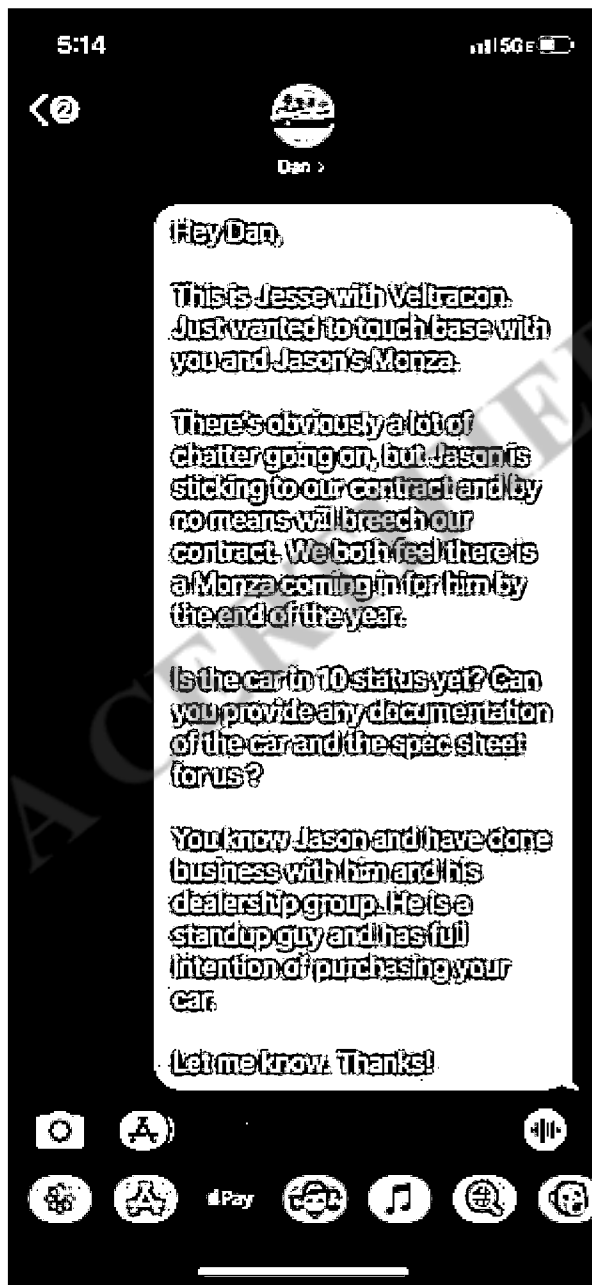


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EXHIBIT
17



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12:23



Jesse >

Sat, May 9, 10:47 AM

From Dan:

Hey Jason, just got back from Israel seeing family with the lockdown lifted needed to check in on grandparents. Figured I'd respond to you directly to cut out the many go round previously. I never dealt with Jesse when this was being put together so I really have no clue who's saying what/when/where. My comms with him were pretty minimal if any since. Nice guy though. Anyways, I'm not really sure what you've been told - I had a car personally but it was one I bought for my own use and even to that wasn't here. I was getting a hold of another one and that was the point of it. I don't think there was ever a timeline at least not one I mentioned other than end of year and given all the crap



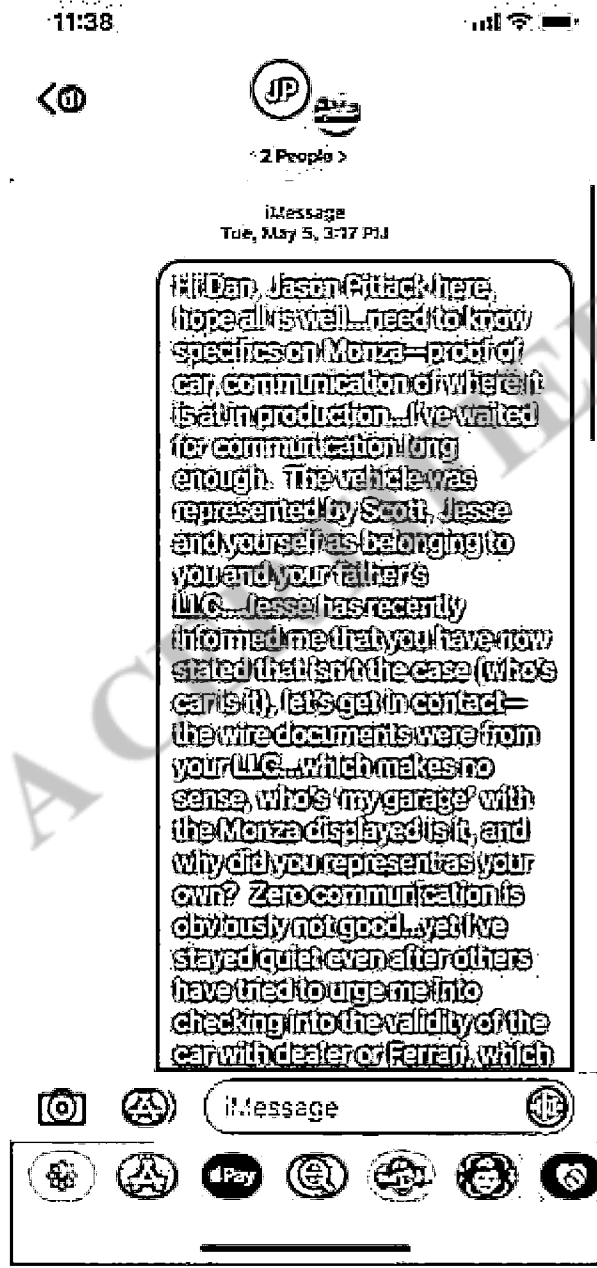
iMessage



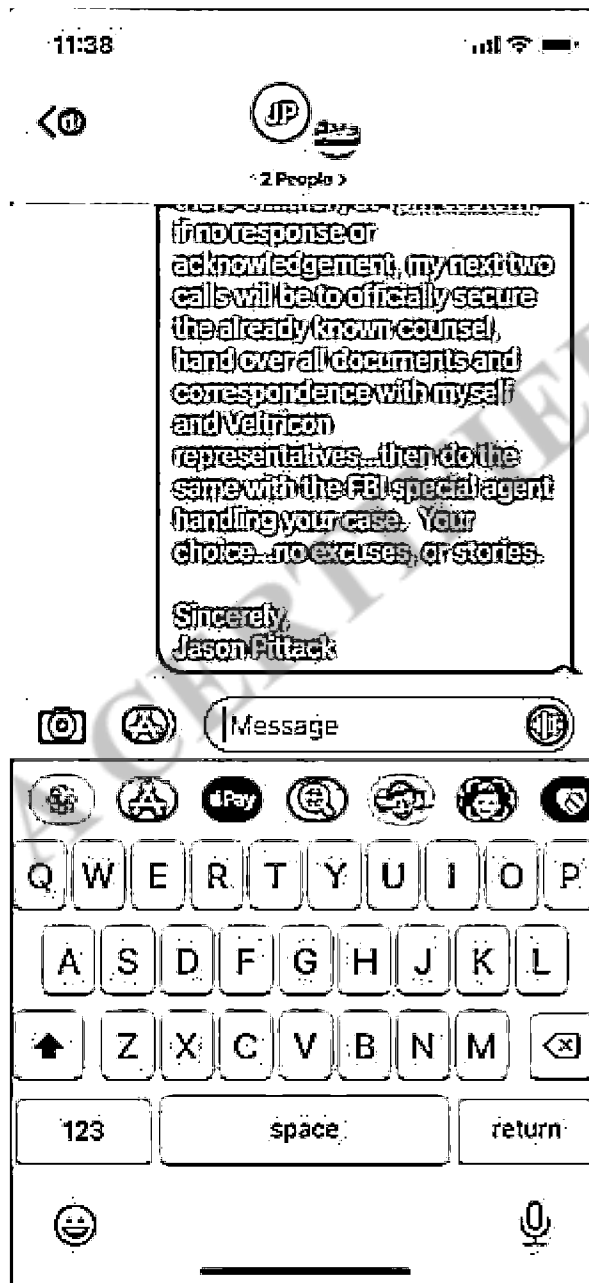
App Store



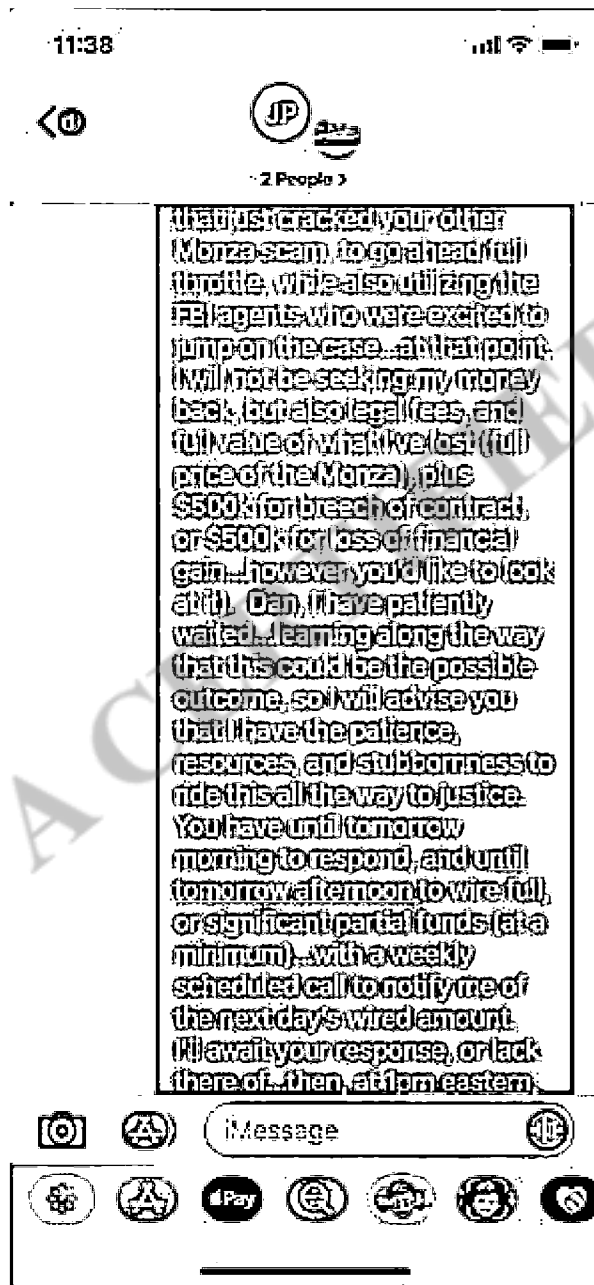
EXHIBIT
18



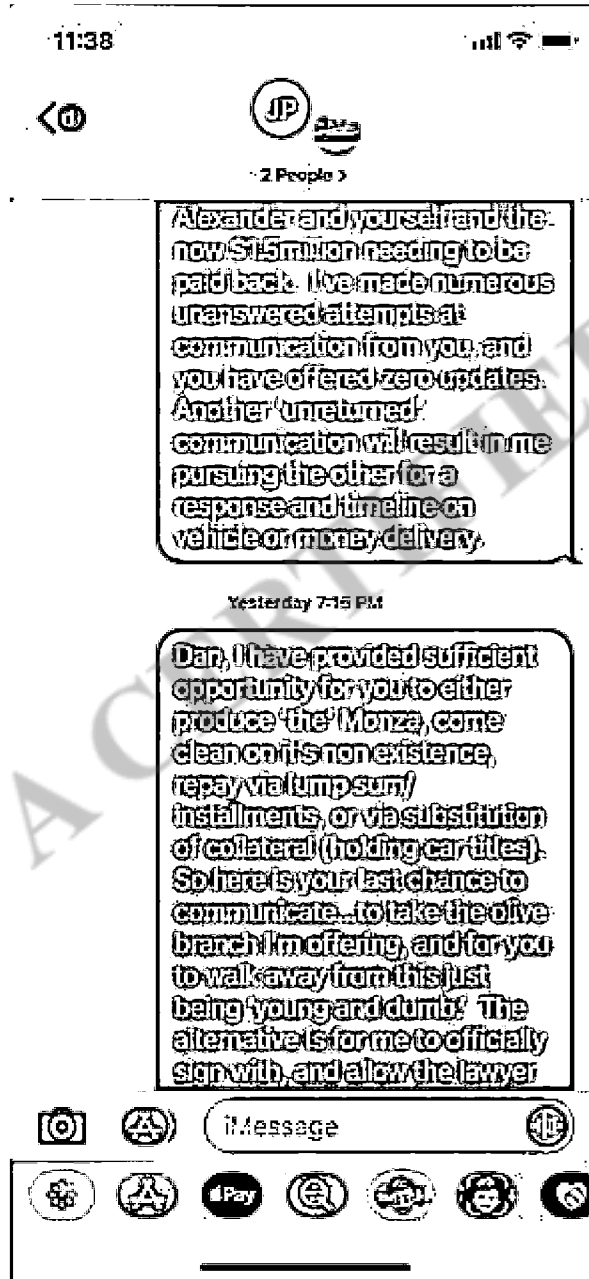
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