

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

DJMH MANAGEMENT, LLC,

Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO. 13-35375 CA

vs.

TIM MOSLEY, an individual,  
and JOSE M. GARCIA, JR.  
an individual,

Defendants.

**PLAINTIFF'S FIRST SET OF INTERROGATORIES TO JOSE M. GARCIA, JR.**

Plaintiff DJMH Management, LLC, pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, propounds the following interrogatories to Defendant Jose M. Garcia, Jr. to be answered in accordance with the rules and requirements set forth in Rule 1.340.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served, by electronic mail and U.S. mail, this 11th day of March, 2014 upon:

Marin Eljaiek & Lopez, P.L.  
Anthony M. Lopez, Eric J. Strauss  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida, 33133  
Eservice@mellawyers.com;  
jr@mellawyers.com; lp@mellawyers.com

**SIMKOVIC LAW FIRM, P.A.**

175 Southwest 7<sup>th</sup> Street  
Suite 2009

Miami, Florida 33130

Telephone: (305) 379-5554

Facsimile: (305) 379-4548

Martin@slfpa.com

By: 

MARTIN S. SIMKOVIC, ESQ.

Florida Bar No.: 870625

## **DEFINITIONS AND INSTRUCTIONS**

- A. The term "documents" means all writings of any kind, including the originals and all non-identical copies, whether different from the original by reasons of any notation made on such copies or otherwise including, without limitation, correspondence, memoranda, notes, diaries, studies, checks, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and intra-office telephone calls, meetings or other communications, bulletins, printed matter, computer printouts, teletypes, telefax, invoices, worksheets (and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including, without limitation, photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic, mechanical or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs and records, including but not limited email messages whether currently in existence or subject to retrieval).
- B. The term "Plaintiff" means Plaintiff DJMH Management, L.L.C.
- C. The term "Defendant" or "You" means Jose M. Garcia, Jr., and any company in which he is a member, shareholder, partner, or joint venture.
- D. The term "Relates To" means refers to, reflects, discusses, mentions, constitutes, evidences, or has any evidentiary value to.

### **SPECIFIC INTERROGATORIES**

1. Please identify all sums that you invested with Roberto Clark or The CFP Group, Inc., and state the date the specific sum was invested, the amount that was invested, and the method that that was used to transfer the sums to Clark or the CFP Group, Inc.

**Answer:**

2. Please identify all sums that you received from Roberto Clark or The CFP Group, Inc., and state the date the specific sum was received, the amount that was received, the method that that was used to transfer the sums to you by Clark or the CFP Group, Inc.

**Answer:**

3. Please identify each and every time that you met or spoke with any of the counterclaim defendants and/or the third party defendants and state the specific date of the meeting or conversation, the location of the meeting or conversation, the participants in the meeting or conversation, and state each and every statement that was made by the counterclaim defendants and/or the third party defendants regarding CFP Group, Inc. or Roberto Clark.

**Answer:**

4. Please identify each and every time that you met or spoke Roberto Clark and state the specific date of the meeting or conversation, the location of the meeting or conversation, the participants in the meeting or conversation, state each and every statement that was made by Roberto Clark about CFP Group, Inc. and identify all documents that Clark provided to you.

**Answer:**

5. Please identify all documents and/or investment materials that you received and reviewed relating to CFP Group, Inc. either before or after you invested any funds with Roberto Clark and/or CFP Group, Inc.

**Answer:**

6. Please state all facts that support your assertion that Garcia and/or Mosley justifiably relied upon the alleged statements of the counterclaim defendant and third party defendants, and identify all witnesses with knowledge of any of these facts.

**Answer:**

7. Please identify all witnesses with knowledge of the alleged fraudulent statements made by the counterclaim defendant and/or the third party defendants.

**Answer:**

8. Please identify all witnesses that you intend to call at the trial of this action, and the substance of the facts known by the witness so identified.

**Answer:**

9. Please state whether Timothy Mosley signed the promissory note that is the subject of this action, and, if so, whether you were present at the time it was signed.

**Answer:**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Affiant

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_, who, being by me first duly sworn deposes and says that he/she has reviewed and executed the foregoing instrument, and he/she acknowledged before me that he/she executed the same and his/her free act and deed.

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print Name)

My Commission Expires:

Circle: Personally known or Produced Identification

Type of Identification Produced:

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

DJMH MANAGEMENT, LLC,

Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO. 13-35375 CA

vs.

TIM MOSLEY, an individual,  
and JOSE M. GARCIA, JR.,  
an individual,

Defendants.

**PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT JOSE M. GARCIA, JR.**

Plaintiff, DJMH Management, LLC, by and through undersigned counsel, and pursuant to Rule 1.350, Fla. R. Civ. P., requests Defendant, Jose M. Garcia, Jr., to produce for inspection and/or copying the following documents in accordance with Rule 1.350:

**DEFINITIONS AND INSTRUCTIONS**

A. The term "documents" means all writings of any kind, including the originals and all non-identical copies, whether different from the original by reasons of any notation made on such copies or otherwise including, without limitation, correspondence, memoranda, notes, diaries, studies, checks, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and intra-office telephone calls, meetings or other communications, bulletins, printed matter, computer printouts, teletypes, telefax, invoices, worksheets (and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including, without limitation, photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic, mechanical or electric records or

representations of any kind (including, without limitation, tapes, cassettes, discs and records, including but not limited email messages whether currently in existence or subject to retrieval).

B. The term "CFP" means the CFP Group, Inc., and its officers, employees, agents, directors.

C. "Jones" means Donald R. Jones.

D. "Hollander" means Mark Hollander.

E. "Clark" means Roberto Clark.

F. The term "Plaintiff" means Plaintiff, DJMH Management, LLC.

G. The term "You" or "Your" or "Defendant" means you, Jose M. Garcia, Jr., and your agents and any business entity in which you are a partner, member, or shareholder.

H. The term "Relates To" means refers to, reflects, discusses, mentions, constitutes, evidences, or has any evidentiary value to.

I. If you withhold any documents from production on the ground of the attorney-client or other privilege, or work product doctrine, then produce a log of such documents pursuant to Fla. R. Civ. P. 1.280(b)(5).

#### **DOCUMENT REQUESTS**

1. Any and all documents received from Roberto Clark and/or CFP that relate to your investment with CFP and/or Clark.

2. Any and all documents that you received from CFP or Clark that relates to monies invested by you with CFP and/or Roberto Clark.

3. Any and all e-mails or correspondence between you and CFP and/or Roberto Clark.



4. Any and all documents that relate to communications between you and Tim Mosley that relate to your investment with CFP and/or Roberto Clark.
5. Any and all emails or texts between you and Tim Mosley that relate to your investment with CFP and/or Clark.
6. Any and all documents that you received from Jones, Hollander or DJMH, including, but not limited to any emails, correspondence or other documents received.
7. Any and all emails, text messages or correspondence that you sent to Jones, Hollander or DJMH.
8. Any and all documents that relates or refers to any meeting or phone conference that you had with Jones, Hollander and/or DJMH.
9. Any and all documents that relate to or refers to money received from Clark or CFP.
10. Any and all documents that relate to your efforts to recover any sums from CFP or Clark.
11. Any texts or emails between you and Tim Mosely that relate to the loan from DJMH

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served, by electronic mail, this 11th day of March, 2014 upon:

Marin Eljaiek & Lopez, P.L.  
Anthony M. Lopez  
Eric J. Strauss  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida, 33133  
Eservice@mellawyers.com;  
jr@mellawyers.com; lp@mellawyers.com

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Miami, Florida 33130  
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[martin@slfpa.com](mailto:martin@slfpa.com)

By:   
\_\_\_\_\_  
MARTIN S. SIMKOVIC  
Fl. Bar No. 870625

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: 13-35375 CA 01 (27)

JOSE M. GARCIA, JR., an individual,

Defendant/Counter-Plaintiff,

v.

DJMH MANAGEMENT, LLC.,

Plaintiff/Counter-Defendant,

DONALD JONES, an individual, and  
MARK HOLLANDER, an individual,

Third-Party Defendants

**ANSWER AND AFFIRMATIVE DEFENSES**

Plaintiff/Counterclaim Defendant, DJMH Management, LLC, ("DJMH"), and Third Party Defendants Donald Jones ("Jones") and Mark Hollander ("Hollander") (DJMH, Jones and Hollander are collectively referred to herein as the "Counterclaim and Third Party Defendants"), by and through undersigned counsel, file this Answer and Affirmative Defenses to the Verified Complaint filed by Garcia and state as follows:

1. The Counterclaim and Third Party Defendants deny the allegations in paragraph 1 of the Complaint.
2. The Counterclaim and Third Party Defendants admit the allegations in paragraph 2 of the Complaint.
3. The Counterclaim and Third Party Defendants admit the allegations in paragraph 3 of the Complaint.

4. The Counterclaim and Third Party Defendants admit the allegations in paragraph 4 of the Complaint.

5. The Counterclaim and Third Party Defendants admit the allegations in paragraph 5 of the Complaint.

6. The Counterclaim and Third Party Defendants admit the allegations in paragraph 6 of the Complaint.

7. The Counterclaim and Third Party Defendants deny the allegations in paragraph 7 of the Complaint.

8. The Counterclaim and Third Party Defendants have insufficient knowledge of the allegations in paragraph 8 and therefore deny these allegations.

9. The Counterclaim and Third Party Defendants admit the allegations in paragraph 9 of the Complaint.

10. Insofar as the term "[a]t all times" is ambiguous, the Counterclaim and Third Party Defendants deny the allegations in paragraph 10 of the Complaint.

11. The Counterclaim and Third Party Defendants deny the allegations in paragraph 11 of the Complaint.

12. The Counterclaim and Third Party Defendants deny the allegations in paragraph 12 of the Complaint.

13. The Counterclaim and Third Party Defendants deny the allegations in paragraph 13 of the Complaint.

14. The Counterclaim and Third Party Defendants have insufficient knowledge of the allegations in paragraph 14 of the Complaint and therefore deny these allegations.

15. The Counterclaim and Third Party Defendants have insufficient knowledge of the allegations in paragraph 15 of the Complaint and therefore deny these allegations.

16. The Counterclaim and Third Party Defendants deny the allegations in paragraph 16 of the Complaint.

17. The Counterclaim and Third Party Defendants deny the allegations in paragraph 17 of the Complaint.

18. The Counterclaim and Third Party Defendants deny the allegations in paragraph 18 of the Complaint.

19. The Counterclaim and Third Party Defendants deny the allegations in paragraph 19 of the Complaint.

20. The Counterclaim and Third Party Defendants deny the allegations in paragraph 20 of the Complaint.

21. The Counterclaim and Third Party Defendants deny the allegations in paragraph 21 of the Complaint.

**GENERAL DENIAL**

The Counterclaim and Third Party Defendants deny each and every allegation not specifically admitted herein.

**FIRST AFFIRMATIVE DEFENSE**

Jose Garcia's claim for fraud in the inducement is frivolous and without any factual or legal support. The Counterclaim and Third Party Defendants will be filing a motion for sanctions under section 57.105 of the Florida Statutes demanding attorneys' fees from Garcia under section 57.105 unless the claim is dismissed in accordance with the guidelines set forth in the statute.

**SECOND AFFIRMATIVE DEFENSE**

Jose Garcia's claim raised in the Verified Complaint should be dismissed because Garcia has not alleged fraud with the specificity required under the Florida Rules of Civil Procedure.

**THIRD AFFIRMATIVE DEFENSE**

Jose Garcia's claim raised in the Verified Complaint should be dismissed for failing to state a cause of action.

**FOURTH AFFIRMATIVE DEFENSE**

Jose Garcia's claim for fraud in the inducement is deficient, and should be dismissed, because any reliance on the part of Garcia upon any comments made by the Counterclaim and Third Party Defendants about CFP and/or Garcia's investment in CFP was not justified even if any such comments were made.

**FIFTH AFFIRMATIVE DEFENSE**

Jose Garcia's claim for fraud in the inducement is deficient, and should be dismissed, because the Counterclaim and Third Party Defendants did not make any false statements of material fact to Garcia.

WHEREFORE the Counterclaim and Third Party Defendants respectfully request the Court to dismiss Garcia's Verified Complaint with prejudice, and award the Counterclaim and Third Party Defendants' attorneys' fees and costs incurred in defending this action pursuant to section 57.105 of the Florida Statutes (upon proper motion), and any other relief the Court deems equitable and just.

DATED February 24, 2014.

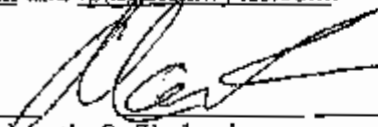
Respectfully submitted,  
**SIMKOVIC LAW FIRM, P.A.**  
175 S.W. 7<sup>th</sup> St., Suite 2009  
Miami, Florida 33130  
Telephone: (305) 379-5554  
Facsimile: (305) 728-0537  
[martin@slfpa.com](mailto:martin@slfpa.com)

By: 

MARTIN S. SIMKOVIC  
FL Bar No. 870625

**CERTIFICATE OF SERVICE**

Undersigned counsel certifies that a true and correct copy of the Answer and Affirmative Defenses was served by electronic mail on February 24, 2014, on Anthony Lopez and Eric J. Strauss, Marin Eljaick & Lopez, 2601 S. Bayshore Dr., Suite 850, Coconut Grove, FL, 33133, at [Eservice@mellawyers.com](mailto:Eservice@mellawyers.com); and [jr@mellawyers.com](mailto:jr@mellawyers.com) and [lp@mellawyers.com](mailto:lp@mellawyers.com).

  
\_\_\_\_\_  
Martin S. Simkovic



IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

DJMH MANAGEMENT, LLC,

Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO. 13-35375 CA

vs.

TDM MOSLEY, an individual,  
and JOSE M. GARCIA, JR.  
an individual,

Defendants. /

**PLAINTIFF'S MOTION FOR DEFAULT**

Plaintiff, DJMH Management, LLC, by and through undersigned counsel and pursuant to Florida Rule of Civil Procedure Rule 1.500(b) moves for default against Jose M. Garcia, Jr. ("Garcia"), and states as follows:

1. Plaintiff served the First Amended Complaint on Garcia on January 10, 2014. Pursuant to the Florida Rules of Civil Procedure Rule, Garcia's response to the Complaint was due on or before January 20, 2014.

2. Garcia has heretofore failed to file his response to the First Amended Complaint.

WHEREFORE, Plaintiff respectfully requests that the Court enter a default against Garcia for failing to timely respond to the First Amended Complaint.

DATED: February 5, 2014.

**SIMKOVIC LAW FIRM**

Latitude One ■ 175 S.W. 7<sup>TH</sup> Street, Suite 2009 ■ Miami, Florida 33130 ■ (305) 379-5554

Respectfully submitted,

**SIMKOVIC LAW FIRM, P.A.**  
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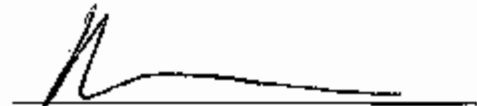
By: 

MARTIN S. SIMKOVIC  
Fl. Bar No. 870625

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served, by electronic mail and U.S. mail, this 5th day of February, 2014 upon:

Martin Eljaick & Lopez, P.J.  
Anthony M. Lopez  
Eric J. Strauss  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida, 33133  
[Eservice@mellawyers.com](mailto:Eservice@mellawyers.com);  
[jr@mellawyers.com](mailto:jr@mellawyers.com); [lp@mellawyers.com](mailto:lp@mellawyers.com)

  
Martin S. Simkovic

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

DJMH MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 13-35375 CA

vs.

TIM MOSLEY, an individual, and JOSE M.  
GARCIA, JR., an individual,

Defendants.

ANSWER AND AFFIRMATIVE DEFENSES

Defendant, Jose M. Garcia, Jr. ("Defendant"), by and through his undersigned counsel, files this Answer and Affirmative Defenses to Plaintiff's, DJMH Management, LLC ("Plaintiff"), Complaint and in support thereof states as follows:

GENERAL DENIAL

As set forth in greater detail below, Defendant opposes the relief sought by Plaintiff and denies each and every allegation in the Complaint, except as expressly admitted herein.

ANSWER

1. Defendant admits that Plaintiff purports to commence an action for money lent but denies any liability as it relates to this matter.
2. Defendant admits the allegation set forth in paragraph 2 of the Complaint.
3. Defendant admits the allegation set forth in paragraph 3 of the Complaint.
4. Defendant admits the allegation set forth in paragraph 4 of the Complaint.
5. Defendant admits the allegation set forth in paragraph 5 of the Complaint.

6. Defendant denies executing a promissory note on February 7<sup>th</sup> and February 8<sup>th</sup> 2012, but admits that a promissory note is attached to the Complaint as Exhibit A. The Promissory Note attached to the Complaint speaks for itself.

7. Defendant is without knowledge as to the allegation set forth in paragraph 7 of the Complaint.

8. Defendant denies the allegation set forth in paragraph 8 of the Complaint.

9. Defendant denies the allegation set forth in paragraph 9 of the Complaint.

10. Defendant denies the allegation set forth in paragraph 10 of the Complaint.

11. Defendant is without knowledge as to the allegation set forth in paragraph 10 of the Complaint.

#### COUNT I: REFORMATION

12. Defendant incorporates and re-alleges its responses to paragraphs 1-11 as if more fully stated herein.

13. Defendant is without knowledge of the allegation set forth in paragraph 13 of the Complaint.

#### COUNT I: ACTION ON A NOTE

14. Defendant incorporates and re-alleges its responses to paragraphs 1-11 as if more fully stated herein.

15. Defendant denies executing and delivering a promissory note on February 7<sup>th</sup> and February 8<sup>th</sup> of 2012. The documents attached to the Complaint speak for themselves.

16. Defendant denies the allegation set forth in paragraph 16 of the Complaint.

17. Defendant denies the allegation set forth in paragraph 17 of the Complaint.

#### COUNT II: MONEY LENT (AGAINST BOTH DEFENDANTS)

18. Defendant incorporates and re-alleges its responses to paragraphs 1-11 as if more fully stated herein.

19. Defendant admits that the Plaintiff loaned Defendant a sum of money but denies the remaining allegations set forth in paragraph 16 (sic) of the Complaint.

20. Defendant denies the allegation set forth in paragraph 17 (sic) of the Complaint.

#### **DENIAL OF PRAYER FOR RELIEF**

21. Defendant denies that Plaintiff is entitled to any of the relief prayed for throughout the Complaint, including the wherefore clauses following paragraph 13, 17, and the second paragraph 17.

#### **AFFIRMATIVE DEFENSES**

##### **FIRST AFFIRMATIVE DEFENSE FAILURE TO STATE A CAUSE OF ACTION**

1. To all causes of action alleged in the Complaint, the Defendant alleges that the Complaint does not state facts sufficient to constitute a cause of action against the answering Defendant.

##### **SECOND AFFIRMATIVE DEFENSE ESTOPPEL**

2. Plaintiff's Complaint alleges at paragraph 14 that Defendant failed to pay \$375,000.00 plus accrued but unpaid interest that is past due and owing. Plaintiff is estopped from seeking damages that relate to any outstanding principal and interest as Plaintiff and Defendant agreed to amend or modify the Promissory Note.

3. Upon agreement between the parties, Defendant was to pay the entire principal and any unpaid but accrued interest on or before December 31, 2013.

4. Defendant has continued to make interest and principal payments after the maturity date identified on the Promissory Note.

5. Per agreement, Plaintiff has accepted payments after the maturity date.

6. Plaintiff filed suit prior to the agreed upon and amended maturity date of December 31, 2013.

7. Plaintiff is thereby estopped from bringing this action against Defendant.

**THIRD AFFIRMATIVE DEFENSE**  
**SUBSEQUENT MODIFICATION**

8. Plaintiff alleges that principal and unpaid interest was due no later than February 5, 2013.

9. The Plaintiff and Defendant modified the loan whereby Defendant would continue to make monthly interest payments in accordance with the Promissory Note attached to the Complaint. Prior to the filing of the Complaint, Defendant had made all monthly interest payments.

10. Due to the modification of the Promissory Note, the principal has not become due and owing as of the date of this filing.

11. Accordingly, Plaintiff's cause of action has not yet accrued.

**FOURTH AFFIRMATIVE DEFENSE**  
**WAIVER**

12. As alleged in the second and third affirmative defenses, Plaintiff's Complaint, and each purported cause of action therein, is barred by Plaintiff's premature filing of this lawsuit. Plaintiff has waived any right that has accrued or may accrue due to its untimely filing of its Complaint.

**FIFTH AFFIRMATIVE DEFENSE**  
**RIPENESS**

13. Due to the subsequent modification or amendment of the Promissory Note, Plaintiff's filing of this Complaint is premature and not ripe.

**SIXTH AFFIRMATIVE DEFENSE**  
**PAYMENT**

14. Plaintiff alleges at paragraph 8 and 15 of the Complaint that accrued but unpaid interest was due no later than February 5, 2013. After amending or modifying the Promissory Note, the maturity date became December 31, 2013.

15. Plaintiff received and accepted an interest payment for each and every month after the maturity date up and until the time of filing the Complaint.

16. Accordingly, Plaintiff does not have a cause of action due to Defendant's payment under the modified Promissory Note.

**SEVENTH AFFIRMATIVE DEFENSE**  
**SETOFF**

17. Any amounts paid by Defendant shall be used to setoff any judgment entered against Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**  
**RATIFICATION**

18. Plaintiff ratified the oral agreement to extend the maturity date through the end of December 2013 by accepting payments through November 2013.

**NINTH AFFIRMATIVE DEFENSE**  
**UNCLEAN HANDS**

19. The loan to Defendant was part of a series of transactions that involved several Factoring Agreements where Defendant was the Factor.

20. As part of a plan, scheme or artifice, Plaintiff loaned money to Defendant which monies would then be used to pay CFP Group as part of the Factoring Agreements.



21. Plaintiff knew CFP Group would not properly assign the contracts to Defendant as required under the Factoring Agreements.

22. As part of the scheme, CFP Group would receive the money and Plaintiff would be able to recover an equal amount plus interest from Defendant through the pressure of litigation.

23. Plaintiff's unclean hands should preclude Plaintiff from successfully prosecuting against the Defendant.

**TENTH AFFIRMATIVE DEFENSE  
IMPROPER PARTY**

24. Plaintiff, DJMH Management, LLC, alleges that it was the intended payee on the Promissory Note attached to the Complaint. The Promissory Note, allegedly executed by Defendant, indicates that the proper payee is DJMH Management, Inc. Accordingly, DJMH Management, Inc. is the proper party to bring an action against the Defendant.

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IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

JOSE M. GARCIA, JR., an individual,

Defendant/Counter-Plaintiff,

CASE NO.: 13-35375 CA

vs.

DJMH MANAGEMENT, LLC.,

Plaintiff/Counter-Defendant;

DONALD JONES, an individual, and MARK  
HOLLANDER, an individual,

Third Party Defendants

**VERIFIED THIRD PARTY COMPLAINT AND COUNTERCLAIM**

The Defendant/Counter-Plaintiff, Jose M. Garcia, Jr. ("Garcia"), by and through his undersigned counsel, files this Counterclaim against Plaintiff/Counter-Defendant, DJMH Management, LLC. ("DJMH") and Third Party Defendants Donald Jones ("Jones") and Mark Hollander ("Hollander") and states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. This is an action for damages in excess of \$15,000.00, exclusive of interest, costs and attorney's fees.
2. Counter-Plaintiff, Garcia, is an individual resident of Miami-Dade County, Florida.
3. Counter-Defendant, DJMH Management, LLC is a Florida limited liability company organized and existing under the laws of the State of Florida.

4. Third Party Defendant, Jones, is an individual residing in Miami-Dade County, Florida and is otherwise *sui juris*.

5. Third Party Defendant, Hollander, is an individual residing in Miami Dade County, Florida and is otherwise *sui juris*.

6. Venue is proper in Miami Dade County, Florida, because the subject matter of this litigation is located in Miami-Dade County, Florida and the subject note was executed in Miami-Dade County, Florida.

#### COUNT I - FRAUD IN THE INDUCEMENT

7. Donald Jones, managing member of DJMH, approached Garcia regarding an investment opportunity with CFP Group, Inc. ("CFP").

8. CFP is the holder of government contracts.

9. Mark Hollander, was and continues to be a manager of DJMH (Hollander and Jones collectively hereinafter referred to as the "Managers of DJMH").

10. At all times the Managers of DJMH were operating on behalf of DJMH.

11. The Managers of DJMH, claimed to have conducted several profitable transactions with CFP.

12. The Managers of DJMH represented that they entered certain factoring agreements or loan agreements that were presented to Garcia in order to convince Garcia to enter into similar factoring agreements.

13. After touring government facilities with Mark Hollander, Garcia agreed to enter into factoring agreements ("Factoring Agreements") and promissory notes ("Promissory Notes") with CFP.

14. After investing approximately Three Hundred Thousand Dollars (\$300,000.00) with CFP, Garcia learned that payments under the government contracts would not be forwarded to him and that he would not be receiving a return of his investment.

15. Following the execution of Promissory Notes and investing in the Factoring Agreements, Garcia through a company he controlled, J3L Holdings, LLC, was forced to file a lawsuit against, *inter alia*, CFP Group. A true and correct copy of that Complaint is attached hereto as Exhibit 2<sup>1</sup>.

16. The Managers of DJMH were part of a nationwide scam or ponzi scheme where the Managers of DJMH would procure investors for CFP knowing that CFP would not forward payments from contracts it maintained nor would CFP make principal or interest payments.

17. By stating that they had done business with CFP before, the Managers of DJMH knowingly misled Garcia to invest with CFP.

18. When the Managers of DJMH stated to Garcia that they were successful investors with CFP, the Managers of DJMH made a false statement of fact.

19. The Managers of DJMH knowingly misrepresented its relationship with CFP in order to induce Garcia to invest in the Factoring Agreements.

20. Garcia relied on the Managers of DJMH's false representation that they had successfully invested in the past with CFP.

21. As a result of DJMH's misrepresentation and Garcia's reliance, Garcia suffered an injury in the form of monetary damages.

WHEREFORE, Counter/Plaintiff, Jose Garcia, respectfully requests this Court enter a Judgment for damages, interest, court costs, reasonable attorneys' fees, and such further relief as this Court deems just and proper.

---

<sup>1</sup> The Factoring Agreements and the Promissory Notes are attached to the Complaint as Exhibits A through H.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to Martin S. Simkovic, Esq. at Simkovic Law Firm, P.A. via electronic mail this 24 day of February, 2014.

MARIN ELJAIK & LOPEZ, P.L.  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida 33133  
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Secondary: [jr@mellawyers.com](mailto:jr@mellawyers.com)  
[lp@mellawyers.com](mailto:lp@mellawyers.com)

By: /s/ Eric J. Strauss  
Anthony M. Lopez  
Florida Bar No.: 13685  
Eric J. Strauss  
Florida Bar No.: 100043

**VERIFICATION**

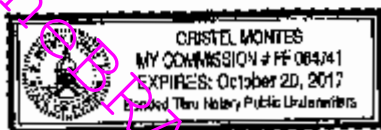
Under penalties of perjury, I declare that I have read the foregoing Verified Complaint, and that the facts stated in it are true.

Jose M. Garcia, Jr.

Date 1/31/14

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 31 day of January 2014, by Jose M. Garcia, Jr. who presented identification and/or is personally known to me and who did take an oath



[Signature]  
Name of Notary, typed, printed or stamped

Commission No. \_\_\_\_\_

My Commission expires: \_\_\_\_\_

JBL HOLDINGS, LLC

Plaintiff,

vs.

THE CFP GROUP, INC. a/k/a/ THE FLORIDA  
CFP GROUP, INC., ROBERTO CLARK and  
MICHELE RODRIGUES

Defendant(s).

IN THE CIRCUIT COURT FOR THE NINTH  
JUDICIAL CIRCUIT IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

CASE NO.:

**COMPLAINT**

Plaintiff, JBL HOLDINGS, LLC, a Florida limited liability company ("Plaintiff"), hereby  
sues Defendant, THE CFP GROUP, INC., a Maryland corporation, also known as THE  
FLORIDA CFP GROUP, INC. ("CFP Group"), ROBERTO CLARK, an individual ("Clark"),  
and MICHELE RODRIGUES, an individual ("Rodrigues"), and in support thereof alleges as  
follows:

**JURISDICTION PARTIES AND VENUE**

1. This is an action for breach of factoring agreements, breach of promissory notes,  
conversion, civil conspiracy and fraud in the inducement where damages exceed \$15,000.00  
exclusive of interest, costs, and attorneys' fees.

2. Plaintiff, JBL Holdings, LLC is a limited liability company organized and existing  
under the laws of the State of Florida.

3. Defendant, CFP Group, is a corporation organized and existing under the laws of  
the State of Maryland and conducts business in the State of Florida.

4. Defendant, Clark, is an individual conducting business in the State of Florida and  
is otherwise *sui juris*

EXHIBIT

1

5. Defendant, Rodriguez, is an individual conducting business in the State of Florida and is otherwise *sui juris*.

6. Venue is proper in this Court as the subject factoring agreements and promissory notes were executed and to be performed in Miami-Dade County, Florida.

7. The Plaintiff has performed all conditions precedent to the institution of this action, or such conditions have been excused or waived.

8. Plaintiff has been required to retain the undersigned law firm to represent it in this action and is obligated to pay a reasonable fee for their services, for which it is entitled to recover pursuant to the terms of the factoring agreements and promissory notes, hereinafter defined.

#### GENERAL ALLEGATIONS

9. On September 24, 2012, Plaintiff entered a Factoring of Accounts Receivable Agreement with CFP Group whereby Plaintiff was the Factor and the factoring amount was \$70,000.00 with a repayment amount of \$84,000.00 ("First Factoring Agreement"). A true and correct copy of the First Factoring Agreement is attached hereto as Exhibit A.

10. The First Factoring Agreement identified the account receivable being assigned from CFP Group to Plaintiff as "Contract: NAVFAC Mid Atlantic Task Order 433 \$302,202.91 & NAVFAC Mid Atlantic Task Order 430 \$322,007.00" ("NAVFAC Contract").

11. The First Factoring Agreement was secured by a promissory note dated September 25, 2012 ("First Promissory Note"). A true and correct copy of the First Promissory Note is attached hereto as Exhibit B.

12. The First Promissory Note provided security to Plaintiff in the event Plaintiff did not get paid in full under the terms of the First Factoring Agreement.



13. On October 2, 2012, Plaintiff entered a Factoring of Accounts Receivable Agreement with CFP Group whereby Plaintiff was the Factor and the factoring amount was \$80,000.00 with a repayment amount of \$96,000.00 ("Second Factoring Agreement"). A true and correct copy of the Second Factoring Agreement is attached hereto as Exhibit C.

14. The Second Factoring Agreement identified the account receivable being assigned from CFP Group to Plaintiff as "Contract: NAVFAC Mid Atlantic Task Order 433 \$302,262.91 & NAVFAC Mid Atlantic Task Order 430 \$322,007.00"

15. The Second Factoring Agreement was secured by a promissory note dated October 2, 2012 ("Second Promissory Note"). A true and correct copy of the Second Promissory Note is attached hereto as Exhibit D.

16. The Second Promissory Note provided security to Plaintiff in the event Plaintiff did not get paid in full under the terms of the Second Factoring Agreement.

17. On October 18, 2012, Plaintiff entered a Factoring of Accounts Receivable Agreement with CFP Group whereby Plaintiff was the Factor and the factoring amount was \$300,000.00 with a repayment amount of \$480,000.00 ("Third Factoring Agreement"). A true and correct copy of the Third Factoring Agreement is attached hereto as Exhibit E.

18. The Third Factoring Agreement identified the account receivable being assigned by CFP Group to Plaintiff as "Contract: Air National Guard Base Contract (Grissom, Indiana) Contract #8329-07170.011 - \$1,682,853.00" ("National Guard Base Contract").

19. The Third Factoring Agreement was secured by a promissory note dated October 18, 2012 ("Third Promissory Note"). A true and correct copy of the Third Promissory Note is attached hereto as Exhibit F.

20. The Third Promissory Note provided security to Plaintiff in the event Plaintiff did not get paid in full under the terms of the Third Factoring Agreement.

21. Under the terms of the Third Factoring Agreement, Plaintiff was to be repaid in four monthly installments with the first three payments being in the amount of Sixty Thousand Dollars and No/100 (\$60,000.00) and payable on November 18, 2012, December 18, 2012 and January 18, 2013. The final payment in the amount of Three Hundred Thousand Dollars and No/100 (\$300,000.00) became due and payable on February 18, 2013.

22. On November 8, 2012, Plaintiff entered a Factoring of Accounts Receivable Agreement with CFP Group whereby Plaintiff was the Factor and the factoring amount was \$150,000.00 with a repayment amount of \$210,000.00 ("Fourth Factoring Agreement"). A true and correct copy of the Fourth Factoring Agreement is attached hereto as Exhibit G.

23. The Fourth Factoring Agreement identified the account receivable to be assigned from CFP Group to Plaintiff as the same receivable as the Third Factoring Agreement, "Contract: Air National Guard Base Contract (Grissom, Indiana); Contract #8329-07170.011 - \$1,682,853.00"

24. The Fourth Factoring Agreement was secured by a promissory note dated November 8, 2012 ("Fourth Promissory Note"). A true and correct copy of the Fourth Promissory Note is attached hereto as Exhibit H.

25. The Fourth Promissory Note provided security to Plaintiff in the event Plaintiff did not get paid in full under the terms of the Fourth Factoring Agreement.

26. CFP Group fulfilled its monetary obligation under the First Factoring Agreement, Second Factoring Agreement, and Fourth Factoring Agreement.



27. In exchange for Fifty Thousand Dollars and No/100 (\$50,000.00), Plaintiff agreed to extend the date the monies were due under the Third Factoring Agreement until March 31, 2013.

28. To date, CFP Group has paid One Hundred Fifty One Thousand Dollars and No/100 (\$151,000.00) to Plaintiff under the Third Factoring Agreement<sup>1</sup>.

29. To date, CFP Group owes Three Hundred Seventy Nine Thousand Dollars and No/100 (\$379,000.00) to Plaintiff.

30. Although CFP Group received payment under the National Guard Base Contract, CFP has failed to satisfy its obligation in accordance with the Third Factoring Agreement.

**COUNT I**  
**BREACH OF CONTRACT**

31. Plaintiff realleges the allegations contained in paragraphs 1 through 30 above as if same were more fully set forth herein.

32. At all relevant times Plaintiff performed its duties under the factoring agreements identified herein and attached as Exhibits A, C, E, and G (hereinafter collectively the "Factoring Agreements").

33. Under the terms of each Factoring Agreement, Plaintiff purchased an account receivable from CFP Group and in exchange, CFP Group was to assign the account receivable to Plaintiff.

34. CFP Group satisfied its obligation under the First Factoring Agreement, Second Factoring Agreement and Fourth Factoring Agreement by paying Plaintiff the total amount owed on each such Factoring Agreement.

<sup>1</sup> The One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) includes the Fifty Thousand Dollars and No/100 (\$50,000.00) for the extension.

35. Plaintiff paid Three Hundred Thousand Dollars and No/100 (\$300,000.00) to CFP Group under the terms of the Third Factoring Agreement.

36. CFP Group received payment from the National Guard Base Contract but failed to deliver or forward payment to the Plaintiff in accordance with the Third Factoring Agreement.

37. CFP Group breached the Third Factoring Agreement by failing to pay or direct payment to Plaintiff.

38. Plaintiff was damaged when CFP Group did not pay Plaintiff from the proceeds of the National Guard Base Contract in the amount of Three Hundred Seventy Nine Thousand Dollars and No/100 (\$379,000.00) on or before February 18, 2013.

39. To date CFP Group has not paid the sum identified in paragraphs 38 to Plaintiff.

40. Plaintiff demands monetary damages, pre and post-judgment interest costs and reasonable attorney fees.

WHEREFORE, Plaintiff, J3L Holdings, LLC, respectfully requests this Court enter a Judgment for damages, interest, court costs, reasonable attorneys' fees, other reimbursable expenses, and such further relief as this Court deems just and proper.

## **COUNT II**

### **BREACH OF CONTRACT**

41. Plaintiff realleges the allegations contained in paragraphs 1 through 30 above as if same were more fully set forth herein.

42. CFP Group and Plaintiff entered into a valid contract herein identified as the Third Factoring Agreement.

43. The Third Factoring Agreement provides that CFP Group warrants "that it has not assigned the [National Guard Base Contract receivable] to any other entity" and that CFP Group

"shall be responsible to [Plaintiff] for any damages caused by a breach of the warranties specified herein."

44. CRP Group breached the warranty identified in paragraph 42 when it assigned the National Guard Base Contract receivable to other individuals or entities.

45. As a result of CFP Group's assignment of the National Guard Base Contract receivable to other individuals or entities, Plaintiff was damaged as it was unable to collect its repayment amount under the Third Factoring Agreement.

46. Plaintiff demands monetary damages, pre and post-judgment interest costs and reasonable attorney fees.

WHEREFORE, Plaintiff, J34 Holdings, LLC, respectfully requests this Court enter a Judgment for damages, interest, court costs, reasonable attorneys' fees, other reimbursable expenses, and such further relief as this Court deems just and proper.

### **COUNT III** **CONVERSION**

47. Plaintiff realleges the allegations contained in paragraphs 1 through 30 above as if same were more fully set forth herein.

48. Plaintiff and CFP Group entered into the Third Factoring Agreement whereby the proceeds from the National Guard Base Contract would be used to pay Plaintiff.

49. Upon receiving funds for its products and services, CFP Group never sent the proceeds to the Plaintiff.

50. In fact, CFP Group converted those funds for its own use.

51. The funds CFP Group converted for its own use were the property of the Plaintiff.

52. CFP Group converted a total of Three Hundred Seventy Nine Thousand Dollars and No/100 (\$379,000.00) for its own use.

53. Plaintiff demands monetary damages, pre and post-judgment interest costs and reasonable attorney fees due to CFP Group's conversion of Plaintiff's proceeds.

WHEREFORE, Plaintiff, JSL Holdings, LLC, respectfully requests this Court enter a Judgment for damages, interest, costs, reasonable attorney fees, other reimbursable expenses, and such further relief this Court deems just and proper.

**COUNT IV**  
**BREACH OF PROMISSORY NOTE**

54. Plaintiff realleges the allegations contained in paragraphs 1 through 30 above as if same were more fully set forth herein.

55. CFP Group executed the Third Promissory Note on October 18, 2012.

56. The Third Promissory Note provides that CFP Group must pay Plaintiff Three Hundred Thirty Thousand Dollars and No/100 (\$330,000.00) on or before February 18, 2013.

57. Plaintiff has notified CFP Group and CFP Group is aware that there is an outstanding balance on the Promissory Note.

58. CFP Group has breached the Third Promissory Note for failing to pay the balance on the Third Promissory Note.

59. Plaintiff has been damaged due to CFP Group's breach of contract by failing to pay the entire balance that became due and owing on February 18, 2013.

60. Plaintiff demands monetary damages, pre and post-judgment interest, costs and reasonable attorney fees due to CFP Group's breach of the Third Promissory Note.

WHEREFORE, Plaintiff, JSL Holdings, LLC, respectfully requests this Court enter a Judgment for damages, costs, interest, reasonable attorney fees, other reimbursable expenses, and such further relief this Court deems just and proper.

**COUNT V**

**BREACH OF PERSONAL GUARANTY**  
(as to Roberto Clark)

61. Plaintiff realleges the allegations contained in paragraphs 1 through 30 and 49 through 54 above as if same were more fully set forth herein.

62. As a condition precedent to the issuance of the Third Promissory Note, Roberto Clark agreed to personally guarantee the Third Promissory Note and pay the entire principal sum any accrued interests and any costs related to the collection thereof in the event CFP Group failed to do so.

63. CFP Group has failed to pay the Plaintiff the entire principal and interest under the Third Promissory Note.

64. Roberto Clark has failed to pay the Plaintiff the balance of the principal and interest due under the Third Promissory Note.

65. Accordingly, Roberto Clark breached the personal guaranty memorialized at paragraph 16 of the Third Promissory Note.

66. Plaintiff has been damaged by Roberto Clark's failure to pay Plaintiff under the terms of the personal guaranty found in the Third Promissory Note.

67. Plaintiff demands monetary damages, pre and post-judgment interest, costs and reasonable attorney fees due to CFP Group's breach of the Third Promissory Note.

WHEREFORE, Plaintiff, J3L Holdings, LLC, respectfully requests this Court enter a Judgment for damages, interest, costs, reasonable attorney fees, other reimbursable expenses, and such further relief this Court deems just and proper.

**COUNT VI**  
**FRAUD IN THE INDUCEMENT**  
(as to CFP Group, Clark and Rodriguez)

68. Plaintiff realleges the allegations contained in paragraphs 1 through 39 above as if same were more fully set forth herein.

69. While contemplating entering into the Factoring Agreements, CFP Group through its CEO, Roberto Clark, stated that it would contact the vendors liable for the NAVFAC Contract and National Guard Base Contract respectively and direct payment to Plaintiff.

70. Defendant, Rodrigues, also stated to Plaintiff that once the Factoring Agreements were executed they would be sent to the vendors.

71. Plaintiff relied on Rodrigues and CFP Group's statement that it would be paid directly from the vendors prior to entering into the Factoring Agreements.

72. CFP Group knew that its statement that it would have the vendors pay Plaintiff directly was false as CFP Group never had any intention of telling vendors to pay Plaintiff directly.

73. CFP Group made the false statements to Plaintiff with knowledge that the statement would put Plaintiff at ease and induce Plaintiff to enter into the Factoring Agreements.

74. CFP Group never contacted the vendors and therefore Plaintiff never received payment directly from the vendors.

75. Plaintiff was injured as a result of its reliance on CFP Group's misrepresentation.

76. Plaintiff demands monetary damages, pre and post judgment interest, costs and reasonable attorney fees due to CFP Group's fraud in the inducement.

WHEREFORE, Plaintiff, J31 Holdings, LLC, respectfully requests this Court enter a Judgment for damages, interest, costs, reasonable attorney fees, other reimbursable expenses, and such further relief this Court deems just and proper.

**COUNT VII**  
**CIVIL CONSPIRACY**



(as to Clark and Rodriguez)

77. Plaintiff realleges the allegations contained in paragraphs 1 through 30 above as if same were more fully set forth herein.

78. Defendants, Clark and Rodriguez, are parties to a civil conspiracy.

79. Defendants, Clark and Rodriguez, conspired to operate a ponzi scheme using the aforementioned Factoring Agreements.

80. Defendants, Clark and Rodriguez, committed fraud in order to convince Plaintiff to invest in their ponzi scheme.

81. Defendants, Clark and Rodriguez, used factoring agreements similar in form and effect as those attached to this Complaint as Exhibits A, C, E, and G to lure investors to invest in the ponzi scheme.

82. Defendants, Clark and Rodriguez, prepared documents and spoke to potential investors in furtherance of their ponzi scheme.

83. Defendants, Clark and Rodriguez, committed an overt act, in addition to the fraud alleged herein, in furtherance of their conspiracy, including the collection of money from Plaintiff and distribution of said monies to other investors or themselves in furtherance of the ponzi scheme.

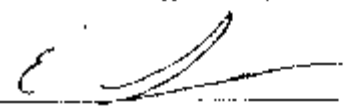
84. Defendants, Clark and Rodriguez, conspiracy and their overt acts caused Plaintiff to suffer damages.

85. Plaintiff demands monetary damages, pre and post-judgment interest, costs and reasonable attorney fees due to CFP Group's fraud in the inducement.

WHEREFORE, Plaintiff, J3L Holdings, LLC, respectfully requests this Court enter a Judgment for damages, interest, costs, reasonable attorney fees, other reimbursable expenses, and such further relief this Court deems just and proper.

Respectfully submitted this 6<sup>th</sup> day of November 2013.

Marin, Eljaiek & Lopez, P.L.  
2601 South Bayshore Drive – Suite 850  
Coconut Grove, Florida 33133  
Telephone No. (305) 444-5969  
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es@melawyers.com

By:   
Anthony M. Lopez, Esq.  
Florida Bar No. 13685  
Joseph Rene Ruiz  
Florida Bar No. 65732  
Eric J. Strauss, Esq.  
Florida Bar No. 100043



Factoring Of Accounts Receivable Agreement

ASSIGNMENT OF ACCOUNTS RECEIVABLE

Contract: NAVFAC Mid Atlantic Task Order 433 \$302,202.91 & NAVFAC Mid Atlantic Task Order 430  
\$322,007.00

The CFP Group, Inc., referred to as CFP, and J3L Holdings LLC, referred to as FACTOR, agree:

CFP performs fire protection engineering on credit; FACTOR is desirous of purchasing the accounts receivable related to the following services by SELLER: all lines of products SELLER shall provide to FACTOR notice of all proposed sales on credit arising from the sale of all lines of products. FACTOR may provide to SELLER forms for applications for credit and other transactions, which shall be used by SELLER as to such accounts which it desires to sell to FACTOR.

Upon receipt of written authorization from FACTOR, SELLER shall deliver the services and/or products to the ultimate buyer, and shall simultaneously provide to FACTOR the original invoices and other certificates of indebtedness related to all sales.

Upon shipment, FACTOR shall have the sole right to elect to invoke a seller's right of stoppage in transit, or other reclamation prior to delivery. All services shall be the property of FACTOR and FACTOR shall not be obligated to accept any particular account which is offered to it, nor shall FACTOR be liable for its exercise of right of stoppage or reclamation.

As to all accounts receivable which are accepted by FACTOR, the assignment of the accounts shall be with recourse to SELLER. Such that seller and the debtor thereunder shall be jointly and severally liable. However, FACTOR may charge back any sums uncollected due to a bona fide dispute as to value or quality of the merchandise between SELLER and its customers. As to such charged back accounts, the FACTOR shall reassign the receivable to SELLER, who may retain all sums collected, if any, from such receivables.

From time to time the FACTOR may, but is not obligated, to authorize purchase of "non-qualifying" accounts. Such acceptances are for proposed extensions of credit which the FACTOR determines are not sufficiently credit worthy to purchase outright. In the event that non-qualifying accounts do not pay, the FACTOR shall have a full right of recourse as to all unpaid sums.

SELLER shall notify FACTOR of all rejections and returns of services, or other disputes related to services so that SELLER shall promptly adjust and settle any bona fide disputes with customers.

FACTOR shall be entitled to off set any amounts due on account of charge backs against all future sums due to SELLER.

Disputes between FACTOR and SELLER regarding whether a dispute is bona fide in regard to value or quality shall be arbitrated under the rules of the American Arbitration Association, with a single arbiter. Such arbiters decision shall be final.

EXHIBIT

A

As to all accounts receivable purchased by FACTOR, SELLER shall mark its internal books and records to reflect the assignment. FACTOR shall be entitled to make periodic audits of the books and records of SELLER to verify compliance. FACTOR shall have the right to notify SELLER's debtors of the assignment of accounts, or to require SELLER to notify account debtors of assignments.

To induce FACTOR to purchase accounts, SELLER warrants as to each such account:

that it has not assigned the same to any other entity; that unless notified in writing by SELLER, at the earliest opportunity possible, that there are no general liens against the property of SELLER, or specific liens against the accounts assigned; that SELLER is solvent, and will notify ASSIGNEE of its insolvency, whether under the equitable or legal test for the same, immediately, should insolvency occur; that any and all accounts assigned, are legally enforceable and valid.

SELLER shall be responsible to FACTOR for any damages caused by a breach of the warranties specified herein.

SELLER appoints FACTOR its attorney in fact with the power to endorse, negotiate or otherwise cause or facilitate payment of any notes, checks, drafts, or other remittances on account of sums due under accounts assigned to FACTOR.

SELLER shall fully cooperate with factor to collect on any such accounts receivables assigned hereunder.

Upon request, SELLER shall provide to FACTOR periodic financial statements, tax returns or other information reasonably required by FACTOR regarding SELLER'S financial condition.

Upon request, SELLER shall require entities to which it sells on credit to prepare credit applications and financial statements in forms acceptable to FACTOR, and provide the same to FACTOR.

This contract constitutes the entire agreement of the parties, and correctly set forth the terms and conditions of the agreement between the parties.

The parties agree that this Agreement shall be retroactive and that the factoring services have been completed. The factoring amount of said agreement is \$70,000.00 with repay amount of \$84,000.00. Payment is due September 26<sup>th</sup>, 2012.

This agreement may only be modified in writing executed by both parties. Copy of contract award and payment bond shall be made part of this agreement.

Dated: 9-20-12

CEP

Factor

ORDER FOR SUPPLIES OR SERVICES										VALUE OR	
1. USN MAGNETRON, GROSS ADDRESSMENT NO. #N00025-07-D-0414			2. DELIVERY ORDER CASE NO. 0433		3. DATE OF ORDER CALL (7/7/2004)		4. REQ / PURCHASE REQUEST NO. N00000001		5. FUNDING DD-CR		
6. ISSUED BY NAVFAC MID ATLANTIC PMD OCEANA FACILITIES ENGINEERING & ACQ DIV 300 HIGGINS DR SUITE 110 VIRGINIA BEACH VA 22460-2100			7. ADMINISTERED BY (If other than 6) SEE ITEM 6		8. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION OF USE (See Schedule if other)						
9. CONTRACT OR NAME OFF GROUND INC, THE 1021 GALLONS RD SUITE 300 ADDRESS VIENNA VA 22182-3000			10. DELIVER TO PORT BY (Day) (7/7/2004) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED						
14. SHIP TO CODE SEE SCHEDULE			15. PAYMENT WILL BE MADE BY CODE DEFENSE FINANCE AND ACCOUNTING SERVICE P O BOX 90001 CLEVELAND OH 44109		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See item 7		12. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
16. TYPE OF PURCHASE DISADVANTAGED X SMALL			This delivery order will be issued as a contract for general supply or to accordance with and subject to the and conditions which are shown on the contract.								
17. ACCEPTANCE AND APPROPRIATION DATA/LOCAL USE See Schedule			18. SCHEDULE OF SUPPLIES SERVICES SEE SCHEDULE								
19. ITEM NO.			20. QUANTITY ORIGIN ACCEPTED			21. UNIT		22. UNIT PRICE		23. AMOUNT	
24. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED			25. TOTAL \$302,203.00			26. TOTAL \$302,203.00		27. TOTAL \$302,203.00		28. TOTAL \$302,203.00	
29. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			30. DATE (7/7/2004)			31. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			34. SHIP NO.			35. DO VOUCHER NO.			36. INITIALS		
37. TELEPHONE NUMBER			38. E-MAIL ADDRESS			39. PARTIAL FINAL			40. PAID BY		
41. I certify this amount is correct and proper for payment. DATE (7/7/2004)			42. SIGNATURE AND TITLE OF CERTIFYING OFFICER			43. PAYMENT COMPLETE PARTIAL FINAL			44. AMOUNT VERIFIED CORRECT FOR		
45. DATE RECEIVED (7/7/2004)			46. RECEIVED BY			47. DATE RECEIVED (7/7/2004)			48. CHECK NUMBER		
49. DATE RECEIVED (7/7/2004)			50. RECEIVED BY			51. DATE RECEIVED (7/7/2004)			52. CHECK NUMBER		
53. DATE RECEIVED (7/7/2004)			54. RECEIVED BY			55. DATE RECEIVED (7/7/2004)			56. CHECK NUMBER		
57. DATE RECEIVED (7/7/2004)			58. RECEIVED BY			59. DATE RECEIVED (7/7/2004)			60. CHECK NUMBER		

DD FORM 1785, DEC 2004

PREVIOUS EDITION IS OBSOLETE

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 5
1. CONTRACT PURCHASE AGREEMENT NO. NAC085-07-D-0414		3. DELIVERY ORDER CITE NO. BASU		4. DATE OF ORDER CALL (DDMMYY) 2007 JUN 18		5. REQUEST DD-CG
6. ISSUED BY NAVJAG 300 AT ANTC PMD OGDANA FACILITIES ENGINEERING & ACQ DIV 670 HORNES DR SUITE 215 VIROHWA BEACH VA 23460-0700		CODE 042485		7. ADMINISTERED BY (If other than 6)  SEE ITEM 6		8. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR NAME ADDRESS OFF GROUP INC. THE 1021 GALLOWAY RD SUITE 310 VIENNA VA 22182-1500		CODE 4004		FACILITY		10. DELIVER TO SCHEDULE (DDMMYY) <input type="checkbox"/> SCHEDULE <input type="checkbox"/> DISCONTINUED
11. MAIL INVOICES TO THE ADDRESS IN BLOCK 9		12. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SHAL <input type="checkbox"/> WOMBANWREH		13. MAIL INVOICES TO THE ADDRESS IN BLOCK 9		
14. SHIP TO SEE SCHEDULE		CODE		15. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE PO BOX 380022 CLEVELAND OH 44100		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER RECEIVED BY CALL FURNISHING		17. DELIVERY ORDER (If other than 16) Acceptance and delivery of goods and services in accordance with and subject to terms and conditions of the purchase contract.				
18. ACCEPTANCE OF CONTRACTOR HEREBY ACCEPTS THE ORDER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT AND AGREES TO PERFORM THE SAME.						
The DVP Group Inc.		John W. Branstetter		John W. Branstetter/Project Manager		2007 JUN 18
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (DDMMYY)
19. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule						
20. ITEM NO.		21. SCHEDULE OF SUPPLIES SERVICES		22. QUANTITY ORDERED ACCEPTED		23. UNIT PRICE
24. AMOUNT		25. TOTAL		26. TOTAL		
27. QUANTITY IS COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		28. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
29. DATE		30. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. SHIP NO.		
32. DO VOUCHER NO.		33. PAID BY		34. AMOUNT VERIFIED CORRECT FOR		
35. TELEPHONE NUMBER		36. E-MAIL ADDRESS		37. CHECK NUMBER		
38. SIGNATURE AND TITLE OF CERTIFYING OFFICER		39. DATE RECEIVED		40. TOTAL CONTAINERS		
41. RECEIVED AT		42. RECEIVED BY		43. SR ACCOUNT NO.		
44. RECEIVED BY		45. DATE RECEIVED		46. SR VOUCHER NO.		



THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR TRANSFERRED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WHICH HAS BECOME EFFECTIVE AND IS CURRENT WITH RESPECT TO THESE SECURITIES OR (ii) PURSUANT TO A SPECIFIC EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT BUT ONLY UPON A HOLDER HEREOF FIRST HAVING OBTAINED THE WRITTEN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE CORPORATION, THAT THE PROPOSED DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT AS WELL AS ANY APPLICABLE STATE SECURITIES LAW.

#### SECURED PROMISSORY NOTE

\$70,000.00

September 25, 2012 (the "Issuance Date")

FOR VALUE RECEIVED, The CFP Group, Inc. (the "Maker"), hereby promises to pay to J31 Holdings LLC (the "Payee"), to an account designated in writing by the Payee, in lawful money of the United States of America, in immediately available funds to such account, or such other account as the Payee may designate from time to time in writing, the principal amount of **SEVENTY THOUSAND (\$70,000.00)**, together with interest accruing on such amount from the Issuance Date, at the rates and times provided in this Promissory Note (this "Note").

Interest. Interest shall be a fixed fee of \$3,000.

2. Payments; Mandatory Prepayment. The Maker shall pay principal and interest sums due under this Note as follows: (a) All payments to be made hereunder shall be made in lawful money of the United States of America. (b) The total principal and interest sum shall be paid back in the amount of \$73,000.00 on October 15, 2012.

3. The Maker shall have the right at any time and from time to time to prepay, in whole or in part, without premium or penalty, the unpaid principal amount of this Note and accrued interest on such amount. Any prepayments shall be applied first to accrued and unpaid interest and then to the unpaid principal amount of this Note, and shall be applied in the case of principal to the then remaining installments in the direct order of maturity. Any payment hereunder received by the Payee after 4:00 p.m. (Rockville, Maryland time) on any day, will be deemed to have been received on the next succeeding Business Day. Notwithstanding anything contained herein to the contrary, in the event that any payment is due on a date this is not a Business Day, then the payment shall be due on the first Business Day following such date. For purposes of this Note, the term "Business Day" means any day other than a Saturday, Sunday, legal holiday or day on which banks are authorized or permitted to be closed.

4. Event of Default. The Maker shall be in default under this Note upon the occurrence of any of the following events of default (each, an "Event of Default"):

(a) the failure to pay any amount of the principal or interest due on this Note within 3 days after receiving a notice from the Payee that such amount is past due (a "Payment Default");

(b) the failure or neglect to perform, keep or observe any of the covenants (other than as set forth in Section 3(a) above) applicable to the Maker contained in this Note if such breach is not cured within 3 days after notice of such breach to the Maker; or

(c) the dissolution, voluntary or involuntary bankruptcy, termination of existence, assignment for the benefit of creditors, insolvency or appointment of a receiver or trustee of any part of the property of the Maker or any of the obligations of the Maker, and in the case of an involuntary proceeding filed against the Maker, such proceeding is not discharged or dismissed within 30 days.

5. Default Rate. Upon the occurrence of an Event of Default or a Payment Default (whether or not constituting an Event of Default under of this Note), the then entire outstanding principal balance of this Note, together with all accrued and unpaid interest due and owing, shall accrue interest until such Event of Default or Payment Default, as the case may be, is cured or waived, payable on demand, at a rate per annum equal to the maximum interest rate permitted under applicable law.

6. Acceleration. Upon the occurrence of any Event of Default defined in this note and at any time thereafter as long as any such Event of Default shall be continuing and shall remain uncured or not waived, the Payee may declare all liabilities and obligations of the Maker under this Note immediately due and payable and the same shall thereupon become immediately due and payable without any further action on the part of the Payee. Upon the occurrence of any Event of Default all liabilities and obligations of the Maker under this Note shall become due and payable without any action upon the part of the Payee. The Payee may pursue each and every other right, remedy and power available to the Payee under this Note or available at law or in equity. The rights, remedies and powers of the Payee, as provided in this Note, are cumulative and concurrent, and may be pursued singly, successively or together against the Maker, all at the sole discretion of the Payee. The Payee may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Payee's sole discretion.

7. Grant of Non-Security Interest. The Maker hereby grants to the Payee a security interest in all of the assets of the Maker including, without limitation, its accounts receivable, to secure the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof).

8. Waiver by Payee. Failure by the Payee, for any period of time or on more than one occasion, to exercise the Payee's option to accelerate the due date shall not constitute a waiver of the right to exercise the same at any time after the occurrence and during the continuance of an Event of Default or in the event of any subsequent Event of Default whether of the same, similar or different character. The Payee shall not by any other omission or act be deemed to waive any of the Payee's rights or remedies hereunder unless such waiver is in writing.



and signed by the Payee, and then only to the extent specifically set forth in such writing. A waiver in connection with one event shall not be construed as continuing or as a bar to or a waiver of any right or remedy in connection with any subsequent event whether of the same, similar or different character.

9. Successors and Assigns. This Note shall bind the Maker and its successors and assigns, and the benefits of this Note shall inure to the benefit of the Payee and his successors and assigns. This Note may not be assigned by the Payee without the prior written consent of the Maker. All references herein to the "Maker" and the "Payee" shall be deemed to apply to the Maker and the Payee, respectively, and to their respective successors and assigns.

10. Interest Rate Limitation. Nothing contained in this Note or any transaction related to this Note, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful or in such case to contract for, or to make any payment, or to do any act contrary to applicable law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the indebtedness evidenced by this Note or any other document delivered in connection with this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest that is legally permitted under applicable law, then any and all such excess shall be, and the same hereby is, waived by the Payee, and any and all such excess shall be automatically credited against and in reduction of the balance due under this Note, and the portion of said excess that exceeds the balance due under this Note shall be paid by the Payee to the Maker.

11. Failure to Make Payments. If the Maker is not able to perform any of its obligations under this Note based on the advice of counsel, such performance would violate applicable statutes, the Articles of Incorporation (or its equivalent) of the Maker, any agreement to which the Maker is a party or any rule, regulation, decree or order to which the Maker is subject (none of which shall constitute an Event of Default under this Note), the Maker will take all commercially reasonable action (including, without limitation, seeking waivers, consents and approvals and making partial payments to the extent permitted) to fulfill its obligations as soon as practicable. The Maker shall not voluntarily amend its Articles of Incorporation (or its equivalent) or its Bylaws with the intent or result of avoiding its obligations under this Note.

12. Cancellation. After all principal, accrued interest, premium and all other amounts at any time owed on this Note have been paid in full, this Note shall be surrendered to the Maker for cancellation.

13. Notices. Any notice under this Note shall be sufficient for all purposes if given in writing and personally delivered or sent by certified or express United States mail, with return receipt requested and with postage prepaid or by overnight courier service with guaranteed next business day delivery, addressed, (a) if to the Payee to 2601 South Bayshore Drive #859, Coconut Bay, FL 33153 with a copy sent to Marin Bljaick And Lopez; or (b) if to the Maker to The CFP Group, Inc., 1401 Chain Bridge Rd, Suite 300, McLean, VA 22101, with a copy (which shall not constitute notice) sent to Jones Day, 51 Louisiana Ave, NW, Washington, D.C. 20001



Attention: Andrew J. Sherman. By written notice to the other, each party may from time to time change its address for notice purposes under this Section.

14. Amendments. This Note may not be modified or terminated orally but only by agreement or discharge in writing expressly referring to this Note and signed by the Maker and the Payee.

15. Governing Law; Severability; Headings. The provisions of this Note shall be construed according to the laws of the State of Florida without regard to conflict of laws principles. If any provision of this Note is in conflict with any statute or rule of law of the State of Florida or is otherwise unenforceable for any reason whatsoever, then such provision shall be ineffective to the extent of such invalidity and shall be deemed separable from and shall not invalidate any other provision of this Note. Headings of sections are for ease and convenience of reference only and shall not alter or be used to construe the meaning of this Note.

16. Personal Guaranty. As a condition precedent to the issuance of this Note, Roberto Clark, the majority shareholder of the Maker, shall issue a personal guaranty in relation to the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof). Otherwise Roberto Clark shall execute below as a co-maker, and thereby shall be jointly and severally liable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Maker has caused this Note to be executed by its duly authorized officer as of the date first written above.

THE CFP GROUP, INC.

By: 

Name: Roberto Clark

Title: President & CEO

Date: 9-25-12

ROBERTO CLARK, INDIVIDUALLY

By: 

Date: 9-25-12

By: \_\_\_\_\_

Name: JBL Holdings LLC

Date: \_\_\_\_\_

Factoring Of Accounts Receivable Agreement

ASSIGNMENT OF ACCOUNTS RECEIVABLE

Contract: NAVFAC Mid Atlantic Task Order 433 \$362,202.91 & NAVFAC Mid Atlantic Task Order 430  
\$322,007.00

The CFP Group, Inc., referred to as CFP, and JBL Holdings LLC, referred to as FACTOR, agree:

CFP performs fire protection engineering on credit; FACTOR is desirous of purchasing the accounts receivable related to the following services by SELLER: all lines of products SELLER shall provide to FACTOR notice of all proposed sales on credit arising from the sale of all lines of products. FACTOR may provide to SELLER forms for applications for credit and other transactions, which shall be used by SELLER as to such accounts which it desires to sell to FACTOR.

Upon receipt of written authorization from FACTOR, SELLER shall deliver the services and/or products to the ultimate buyer, and shall simultaneously provide to FACTOR the original invoices and other certificates of indebtedness related to all sales.

Upon shipment, FACTOR shall have the sole right to elect to invoke a seller's right of stoppage in transit, or other reclamation prior to delivery. All services shall be the property of FACTOR and FACTOR shall not be obligated to accept any particular account which is offered to it, nor shall FACTOR be liable for its exercise of right of stoppage or reclamation.

As to all accounts receivable which are accepted by FACTOR, the assignment of the accounts shall be with recourse to SELLER. Such that seller and the debtor thereunder shall be jointly and severally liable. However, FACTOR may charge back any sums uncollected due to a bona fide dispute as to value or quality of the merchandise between SELLER and its customers. As to such charged back accounts, the FACTOR shall reassign the receivable to SELLER, who may retain all sums collected, if any, from such receivables.

From time to time the FACTOR may, but is not obligated, to authorize purchase of "non-qualifying" accounts. Such acceptances are for proposed extensions of credit which the FACTOR determines are not sufficiently credit worthy to purchase outright. In the event that non-qualifying accounts do not pay, the FACTOR shall have a full right of recourse as to all unpaid sums.

SELLER shall notify FACTOR of all rejections and returns of services, or other disputes related to services sold. SELLER shall promptly adjust and settle any bona fide disputes with customers.

FACTOR shall be entitled to offset any amounts due on account of charge backs against all future sums due to SELLER.

Disputes between FACTOR and SELLER regarding whether a dispute is bona fide in regard to value or quality shall be arbitrated under the rules of the American Arbitration Association, with a single arbiter. Such arbiters decision shall be final.



As to all accounts receivable purchased by FACTOR, SELLER shall mark its internal books and records to reflect the assignment. FACTOR shall be entitled to make periodic audits of the books and records of SELLER to verify compliance. FACTOR shall have the right to notify SELLER's debtors of the assignment of accounts, or to require SELLER to notify account debtors of assignments.

To induce FACTOR to purchase accounts, SELLER warrants as to each such account:

that it has not assigned the same to any other entity; that unless notified in writing by SELLER, at the earliest opportunity possible, that there are no general liens against the property of SELLER, or specific liens against the accounts assigned; that SELLER is solvent, and will notify ASSIGNEE of its insolvency, whether under the equitable or legal test for the same, immediately, should insolvency occur; that any and all accounts assigned, are legally enforceable and valid.

SELLER shall be responsible to FACTOR for any damages caused by a breach of the warranties specified herein.

SELLER appoints FACTOR its attorney in fact with the power to endorse, negotiate or otherwise cause or facilitate payment of any notes, checks, drafts, or other remittances on account of sums due under accounts assigned to FACTOR.

SELLER shall fully cooperate with FACTOR to collect on any such accounts receivables assigned hereunder.

Upon request, SELLER shall provide to FACTOR periodic financial statements, tax returns or other information reasonably required by FACTOR regarding SELLER'S financial condition.

Upon request, SELLER shall require entities to which it sells on credit to prepare credit applications and financial statements in forms acceptable to FACTOR, and provide the same to FACTOR.

This contract constitutes the entire agreement of the parties, and correctly set forth the terms and conditions of the agreement between the parties.

The parties agree that this Agreement shall be retroactive and that the factoring services have been completed. The factoring amount of said agreement is \$80,000.00 with repay amount of \$95,000.00. Payment is due November 2<sup>nd</sup>, 2012.

This agreement may only be modified in writing executed by both parties. Copy of contract award and payment bond shall be made part of this agreement.

Dated: 10-2-12

  
CFR

Factor



THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR TRANSFERRED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WHICH HAS BECOME EFFECTIVE AND IS CURRENT WITH RESPECT TO THESE SECURITIES OR (ii) PURSUANT TO A SPECIFIC EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT BUT ONLY UPON A HOLDER HEREOF FIRST HAVING OBTAINED THE WRITTEN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE CORPORATION, THAT THE PROPOSED DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT AS WELL AS ANY APPLICABLE STATE SECURITIES LAW.

#### SECURED PROMISSORY NOTE

\$80,000.00

October 2, 2012 (the "Issuance Date")

FOR VALUE RECEIVED, The CFP Group, Inc. (the "Maker"), hereby promises to pay to J3L Holdings LLC (the "Payee"), to an account designated in writing by the Payee, in lawful money of the United States of America, in immediately available funds to such account, or such other account as the Payee may designate from time to time in writing, the principal amount of EIGHTY THOUSAND (\$80,000.00), together with interest accruing on such amount from the Issuance Date, at the rates and times provided in this Promissory Note (this "Note").

1. Interest. Interest shall be a fixed fee of \$1,000.
2. Payments; Mandatory Prepayment. The Maker shall pay principal and interest sums due under this Note as follows: (a) All payments to be made hereunder shall be made in lawful money of the United States of America. (b) The total principal and interest sum shall be paid back in the amount of \$81,000.00 on November 2, 2012.
3. The Maker shall have the right at any time and from time to time to prepay, in whole or in part, without premium or penalty, the unpaid principal amount of this Note and accrued interest on such amount. Any prepayments shall be applied first to accrued and unpaid interest and then to the unpaid principal amount of this Note, and shall be applied in the case of principal to the then remaining installments in the direct order of maturity. Any payment hereunder received by the Payee after 4:00 p.m. (Rockville, Maryland time) on any day, will be deemed to have been received on the next succeeding Business Day. Notwithstanding anything contained herein to the contrary, in the event that any payment is due on a date this is not a Business Day, then the payment shall be due on the first Business Day following such date. For purposes of this Note, the term "Business Day" means any day other than a Saturday, Sunday, legal holiday or day on which banks are authorized or permitted to be closed.
4. Event of Default. The Maker shall be in default under this Note upon the occurrence of any of the following events of default (each, an "Event of Default"):



(a) the failure to pay any amount of the principal or interest due on this Note within 3 days after receiving a notice from the Payee that such amount is past due (a "Payment Default");

(b) the failure or neglect to perform, keep or observe any of the covenants (other than as set forth in Section 3(a) above) applicable to the Maker contained in this Note if such breach is not cured within 3 days after notice of such breach to the Maker; or

(c) the dissolution, voluntary or involuntary bankruptcy, termination of existence, assignment for the benefit of creditors, insolvency or appointment of a receiver or trustee of any part of the property of the Maker or any of the obligations of the Maker, and in the case of an involuntary proceeding filed against the Maker, such proceeding is not discharged or dismissed within 30 days.

5. Default Rate. Upon the occurrence of an Event of Default or a Payment Default (whether or not constituting an Event of Default under of this Note), the then entire outstanding principal balance of this Note, together with all accrued and unpaid interest due and owing, shall accrue interest until such Event of Default or Payment Default, as the case may be, is cured or waived, payable on demand, at a rate per annum equal to the maximum interest rate permitted under applicable law.

6. Acceleration. Upon the occurrence of any Event of Default defined in this note and at any time thereafter as long as any such Event of Default shall be continuing and shall remain uncured or not waived, the Payee may declare all liabilities and obligations of the Maker under this Note immediately due and payable and the same shall thereupon become immediately due and payable without any further action on the part of the Payee. Upon the occurrence of any Event of Default all liabilities and obligations of the Maker under this Note shall become due and payable without any action upon the part of the Payee. The Payee may pursue each and every other right, remedy and power available to the Payee under this Note or available at law or in equity. The rights, remedies and powers of the Payee, as provided in this Note, are cumulative and concurrent, and may be pursued singly, successively or together against the Maker, all at the sole discretion of the Payee. The Payee may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Payee's sole discretion.

7. Grant of Non-Security Interest. The Maker hereby grants to the Payee a security interest in all of the assets of the Maker including, without limitation, its accounts receivable, to secure the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof).

8. Waiver by Payee. Failure by the Payee, for any period of time or on more than one occasion, to exercise the Payee's option to accelerate the due date shall not constitute a waiver of the right to exercise the same at any time after the occurrence and during the continuance of an Event of Default or in the event of any subsequent Event of Default whether of the same, similar or different character. The Payee shall not by any other omission or act be deemed to waive any of the Payee's rights or remedies hereunder unless such waiver is in writing.

and signed by the Payee, and then only to the extent specifically set forth in such writing. A waiver in connection with one event shall not be construed as continuing or as a bar to or a waiver of any right or remedy in connection with any subsequent event whether of the same, similar or different character.

9. Successors and Assigns. This Note shall bind the Maker and its successors and assigns, and the benefits of this Note shall inure to the benefit of the Payee and his successors and assigns. This Note may not be assigned by the Payee without the prior written consent of the Maker. All references herein to the "Maker" and the "Payee" shall be deemed to apply to the Maker and the Payee, respectively, and to their respective successors and assigns.

10. Interest Rate Limitation. Nothing contained in this Note or any transaction related to this Note, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful or in such case to contract for, or to make any payment, or to do any act contrary to applicable law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the indebtedness evidenced by this Note or any other document delivered in connection with this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest that is legally permitted under applicable law, then any and all such excess shall be, and the same hereby is, waived by the Payee, and any and all such excess shall be automatically credited against and in reduction of the balance due under this Note, and the portion of said excess that exceeds the balance due under this Note shall be paid by the Payee to the Maker.

11. Failure to Make Payments. If the Maker is not able to perform any of its obligations under this Note based on the advice of counsel, such performance would violate applicable statutes, the Articles of Incorporation (or its equivalent) of the Maker, any agreement to which the Maker is a party or any rule, regulation, decree or order to which the Maker is subject (none of which shall constitute an Event of Default under this Note), the Maker will take all commercially reasonable action (including, without limitation, seeking waivers, consents and approvals and making partial payments to the extent permitted) to fulfill its obligations as soon as practicable. The Maker shall not voluntarily amend its Articles of Incorporation (or its equivalent) or its Bylaws with the intent or result of avoiding its obligations under this Note.

12. Cancellation. After all principal, accrued interest, premium and all other amounts at any time owed on this Note have been paid in full, this Note shall be surrendered to the Maker for cancellation.

13. Notices. Any notice under this Note shall be sufficient for all purposes if given in writing and personally delivered or sent by certified or express United States mail, with return receipt requested and with postage prepaid or by overnight courier service with guaranteed next business day delivery, addressed, (a) if to the Payee to 2601 South Bayshore Drive #850, Coconut Bay, FL 33133 with a copy sent to Marin Eljakovic And Lopez; or (b) if to the Maker to The CFP Group, Inc., 1401 Chain Bridge Rd, Suite 300, McLean, VA 22101, with a copy (which shall not constitute notice) sent to Jones Day, 51 Louisiana Ave, NW, Washington, D.C. 20001



Attention: Andrew J. Sherman. By written notice to the other, each party may from time to time change its address for notice purposes under this Section.

14. Amendments. This Note may not be modified or terminated orally but only by agreement or discharge in writing expressly referring to this Note and signed by the Maker and the Payee.

15. Governing Law, Sovereignty, Headings. The provisions of this Note shall be construed according to the laws of the State of Florida without regard to conflict of laws principles. If any provision of this Note is in conflict with any statute or rule of law of the State of Florida or is otherwise unenforceable for any reason whatsoever, then such provision shall be ineffective to the extent of such invalidity and shall be deemed separable from and shall not invalidate any other provision of this Note. Headings of sections are for ease and convenience of reference only and shall not alter or be used to construe the meaning of this Note.

16. Personal Guaranty. As a condition precedent to the issuance of this Note, Roberto Clark, the majority shareholder of the Maker, shall issue a personal guaranty in relation to the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof). Otherwise Roberto Clark shall execute below as a co-maker, and thereby shall be jointly and severally liable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Maker has caused this Note to be executed by its duly authorized officer as of the date first written above.

**THE CEP GROUP, INC.**

By: \_\_\_\_\_

Name: Roberto Clark

Title: President & CEO

Date: \_\_\_\_\_

**ROBERTO CLARK, INDIVIDUALLY**

By: \_\_\_\_\_

Date: 10-2-12

By: \_\_\_\_\_

Name: JBL Holdings LLC

Date: \_\_\_\_\_

Factoring Of Accounts Receivable Agreement

ASSIGNMENT OF ACCOUNTS RECEIVABLE

Contract: Air National Guard Base Contract (Grissom, Indiana) Contract #8392-07170.0011 -  
\$1,682,859.00

The CFP Group, Inc., referred to as CFP, and JBL Holdings LLC, referred to as FACTOR, agree:

CFP performs fire protection engineering on credit; FACTOR is desirous of purchasing the accounts receivable related to the following services by SELLER: all lines of products SELLER shall provide to FACTOR notice of all proposed sales on credit arising from the sale of all lines of products. FACTOR may provide to SELLER forms for applications for credit and other transactions, which shall be used by SELLER as to such accounts which it desires to sell to FACTOR.

Upon receipt of written authorization from FACTOR, SELLER shall deliver the services and/or products to the ultimate buyer, and shall simultaneously provide to FACTOR the original invoices and other certificates of indebtedness related to all sales.

Upon shipment, FACTOR shall have the sole right to elect to invoke a seller's right of stoppage in transit, or other reclamation prior to delivery. All services shall be the property of FACTOR and FACTOR shall not be obligated to accept any particular account which is offered to it, nor shall FACTOR be liable for its exercise of right of stoppage or reclamation.

As to all accounts receivable which are accepted by FACTOR, the assignment of the accounts shall be with recourse to SELLER. Such that seller and the debtor there under shall be jointly and severally liable. However, FACTOR may charge back any sums uncollected due to a bona fide dispute as to value or quality of the merchandise between SELLER and its customers. As to such charged back accounts, the FACTOR shall reassign the receivable to SELLER, who may retain all sums collected, if any, from such receivables.

From time to time the FACTOR may, but is not obligated, to authorize purchase of "non-qualifying" accounts. Such acceptances are for proposed extensions of credit which the FACTOR determines are not sufficiently credit worthy to purchase outright. In the event that non-qualifying accounts do not pay, the FACTOR shall have a full right of recourse as to all unpaid sums.

SELLER shall notify FACTOR of all rejections and returns of services, or other disputes related to services sold. SELLER shall promptly adjust and settle any bona fide disputes with customers.

FACTOR shall be entitled to off set any amounts due on account of charge backs against all future sums due to SELLER.

Disputes between FACTOR and SELLER regarding whether a dispute is bona fide in regard to value or quality shall be arbitrated under the rules of the American Arbitration Association, with a single arbitrator. Such arbitrator's decision shall be final.

EXHIBIT

As to all accounts receivable purchased by FACTOR, SELLER shall mark its internal books and records to reflect the assignment. FACTOR shall be entitled to make periodic audits of the books and records of SELLER to verify compliance. FACTOR shall have the right to notify SELLER's debtors of the assignment of accounts, or to require SELLER to notify account debtors of assignments.

To induce FACTOR to purchase accounts, SELLER warrants as to each such account:

that it has not assigned the same to any other entity; that unless notified in writing by SELLER, at the earliest opportunity possible, that there are no general liens against the property of SELLER, or specific liens against the accounts assigned; that SELLER is solvent, and will notify ASSIGNEE of its insolvency, whether under the equitable or legal test for the same, immediately, should insolvency occur; that any and all accounts assigned, are legally enforceable and valid.

SELLER shall be responsible to FACTOR for any damages caused by a breach of the warranties specified herein.

SELLER appoints FACTOR its attorney in fact with the power to enforce, negotiate or otherwise cause or facilitate payment of any notes, checks, drafts, or other remittances on account of sums due under accounts assigned to FACTOR.

SELLER shall fully cooperate with factor to collect on any such accounts receivables assigned hereunder.

Upon request, SELLER shall provide to FACTOR periodic financial statements, tax returns or other information reasonably required by FACTOR regarding SELLER'S financial condition.

Upon request, SELLER shall require entities to which it sells on credit to prepare credit applications and financial statements in forms acceptable to FACTOR, and provide the same to FACTOR.

This contract constitutes the entire agreement of the parties, and correctly set forth the terms and conditions of the agreement between the parties.

The parties agree that this Agreement shall be retroactive and that the factoring services have been completed. The factoring amount of said agreement is \$300,000.00 with repay amount of \$480,000.00. Principal payment of \$300,000 is due February 18, 2013. (4 months) In addition three monthly interest payments of \$60,000.00 shall begin 30 days after receipt of wire. (November 18, 2012, December 18, 2012, and January 18, 2013)

This agreement may only be modified in writing executed by both parties. Copy of contract award and payment bond shall be made part of this agreement.

Dated: 10-18-12

\_\_\_\_\_  
Factor



# ITSI Gilbane

SUBCONTRACT ORDER NO.

8392-07170.0011

<b>Subcontractor:</b>		<b>Contract/Buyer:</b>		<b>Subcontract Order No.</b> 8392-07170.0011	
Name: The CFP Group, Inc.		ITSI Gilbane Company		Buyer: Robert Whitfield	
Address: 1401 Chain Bridge road, Suite 300		1730 Skedelands Drive		E-mail: whitfield@itsi.com	
McLean Virginia 22101		Walton Creek, CA 94598		Phone: 916-853-1839 Ext. 117	
Phone: 1-703-752-11570		Telephone: (925) 966-3100		Fax: 916-853-9824	
Fax: 1-703-752-0575		Contractor's License No. 70708A-11A2		Web Site: www.itsi.com	
<b>Subcontractor's Authorized Representative:</b>		<b>TOTAL SUBCONTRACT AMOUNT: \$1,682,858.00</b>			
Name: Roberto Clark		<b>ONE MILLION SIX HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS</b>			
Title: President		Contract Type: Price Fixed Firm		Liquidated Damages: Yes \$600.00/Day	
E-mail: rclark@the-cfp.com		Payment Terms: Pay When Paid/Net 7		Retention Applied: Yes 10%	
		Payment & Performance Bonds: Yes		CPAS Rating: No Rating	
		Applicable Wage: Davis Bacon Act		Number: DNI30002 dated 06/29/2012 Rev. 16	
		Disputes:			
		Period of Performance: Begin: September 12, 2012		End: June 1, 2013	

<b>Attach:</b>	<b>Table of Contents:</b> This Subcontract consists of this cover page and the following documents:
A	Statement of Work for (Design and installation of Fire Protection and Alarm Systems) dated September 12, 2012
B	Price Schedule dated September 19, 2012
B-1	Schedule of Values dated September 19, 2012
C	ITSI Gilbane Company Subcontract General Conditions - 15A (rev 8 January 2012)
D	COMPEC Federal Acquisition Regulation (FAR) and Order Flow down Clauses
E	Prevailing Wage Determination No. DRI20002, Certified Payroll Requirements and Statement and Acknowledgment (SF-1413)
F	Conditional and Unconditional Progress and Final Payment Release Forms

## Invoice Requirements

Invoices must reference the above Subcontract Number and be submitted with an executed release form. All invoices are to be E-mailed to Ms. Holly Mehta at holly@itsi.com and mail hard copies.

## Special Provisions

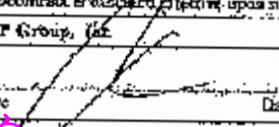
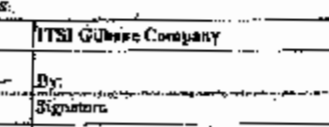
## Notice to Proceed

Subcontractor shall not begin work without a fully executed Subcontract, Payment & Performance Bonds and CMAA naming ITSI Gilbane Company as

<b>Prime Contract</b>		<b>Delivery Location:</b>		<b>Project Manager/Technical Representative</b>	
Contract Number: FA6643-08-A-0005		Onusom Air Reserve Base		Name: Larry Layton	
TO/DO Number: 6D10		Indiana		Phone: 916-853-1839 Ext. 110	
ITSI Gilbane Client: AFRC COMPEC 08				E-mail: llayton@itsi.com	
Government					

## Signatures

This Subcontract is considered effective upon signature by both parties.

<b>The CFP Group, Inc.</b>		<b>ITSI Gilbane Company</b>	
By: 	Date: 9/24/12	By: 	Effective Date:
Printed Name: Roberto Clark	Title: President	Printed Name: Richard Hatney	Title: Director U.S. Infrastructure



THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR TRANSFERRED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WHICH HAS BECOME EFFECTIVE AND IS CURRENT WITH RESPECT TO THESE SECURITIES OR (ii) PURSUANT TO A SPECIFIC EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT BUT ONLY UPON A HOLDER HEREOF FIRST HAVING OBTAINED THE WRITTEN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE CORPORATION, THAT THE PROPOSED DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT AS WELL AS ANY APPLICABLE STATE SECURITIES LAW.

#### SECURED PROMISSORY NOTE

\$300,000.00

October 18, 2012 (the "Issuance Date")

FOR VALUE RECEIVED, The CFP Group, Inc. (the "Maker"), hereby promises to pay to JBL Holdings LLC (the "Payee"), to an account designated in writing by the Payee, in lawful money of the United States of America, in immediately available funds to such account, or such other account as the Payee may designate from time to time in writing, the principal amount of THREE HUNDRED THOUSAND (\$300,000.00), together with interest accruing on such amount from the Issuance Date, at the rates and times provided in this Promissory Note (this "Note").

1. Interest. Interest shall be a fixed fee of \$30,000 (10%).
2. Payments; Mandatory Prepayment. The Maker shall pay principal and interest sums due under this Note as follows: (a) All payments to be made hereunder shall be made in lawful money of the United States of America; (b) The total principal and interest sum shall be paid back in the amount of \$330,000.00 on February 18, 2013.
3. The Maker shall have the right at any time and from time to time to prepay, in whole or in part, without premium or penalty, the unpaid principal amount of this Note and accrued interest on such amount. Any prepayments shall be applied first to accrued and unpaid interest and then to the unpaid principal amount of this Note, and shall be applied in the case of principal to the then remaining installments in the direct order of maturity. Any payment hereunder received by the Payee after 4:00 p.m. (Rockville, Maryland time) on any day, will be deemed to have been received on the next succeeding Business Day. Notwithstanding anything contained herein to the contrary, in the event that any payment is due on a date this is not a Business Day, then the payment shall be due on the first Business Day following such date. For purposes of this Note, the term "Business Day" means any day other than a Saturday, Sunday, legal holiday or day on which banks are authorized or permitted to be closed.
4. Event of Default. The Maker shall be in default under this Note upon the occurrence of any of the following events of default (each, an "Event of Default"):





(a) the failure to pay any amount of the principal or interest due on this Note within 3 days after receiving a notice from the Payee that such amount is past due (a "Payment Default");

(b) the failure or neglect to perform, keep or observe any of the covenants (other than as set forth in Section 3(a) above) applicable to the Maker contained in this Note if such breach is not cured within 3 days after notice of such breach to the Maker; or

(c) the dissolution, voluntary or involuntary bankruptcy, termination of existence, assignment for the benefit of creditors, insolvency or appointment of a receiver or trustee of any part of the property of the Maker or any of the obligations of the Maker, and in the case of an involuntary proceeding filed against the Maker, such proceeding is not discharged or dismissed within 30 days.

5. Default Rate. Upon the occurrence of an Event of Default or a Payment Default (whether or not constituting an Event of Default under of this Note), the then entire outstanding principal balance of this Note, together with all accrued and unpaid interest due and owing, shall accrue interest until such Event of Default or Payment Default, as the case may be, is cured or waived, payable on demand, at a rate per annum equal to the maximum interest rate permitted under applicable law.

6. Acceleration. Upon the occurrence of any Event of Default defined in this note and at any time thereafter as long as any such Event of Default shall be continuing and shall remain uncured or not waived, the Payee may declare all liabilities and obligations of the Maker under this Note immediately due and payable and the same shall thereupon become immediately due and payable without any further action on the part of the Payee. Upon the occurrence of any Event of Default all liabilities and obligations of the Maker under this Note shall become due and payable without any action upon the part of the Payee. The Payee may pursue each and every other right, remedy and power available to the Payee under this Note or available at law or in equity. The rights, remedies and powers of the Payee, as provided in this Note, are cumulative and concurrent, and may be pursued singly, successively or together against the Maker, all at the sole discretion of the Payee. The Payee may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Payee's sole discretion.

7. Grant of Non-Security Interest. The Maker hereby grants to the Payee a security interest in all of the assets of the Maker including, without limitation, its accounts receivable, to secure the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof).

8. Waiver by Payee. Failure by the Payee, for any period of time or on more than one occasion, to exercise the Payee's option to accelerate the due date shall not constitute a waiver of the right to exercise the same at any time after the occurrence and during the continuance of an Event of Default or in the event of any subsequent Event of Default whether of the same, similar or different character. The Payee shall not by any other omission or act be deemed to waive any of the Payee's rights or remedies hereunder unless such waiver is in writing.

and signed by the Payee, and then only to the extent specifically set forth in such writing. A waiver in connection with one event shall not be construed as continuing or as a bar to or a waiver of any right or remedy in connection with any subsequent event whether of the same, similar or different character.

9. Successors and Assigns. This Note shall bind the Maker and its successors and assigns, and the benefits of this Note shall inure to the benefit of the Payee and his successors and assigns. This Note may not be assigned by the Payee without the prior written consent of the Maker. All references herein to the "Maker" and the "Payee" shall be deemed to apply to the Maker and the Payee, respectively, and to their respective successors and assigns.

10. Interest Rate Limitation. Nothing contained in this Note or any transaction related to this Note, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful or in such case to contract for, or to make any payment, or to do any act contrary to applicable law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the indebtedness evidenced by this Note or any other document delivered in connection with this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest that is legally permitted under applicable law, then any and all such excess shall be, and the same hereby is, waived by the Payee, and any and all such excess shall be automatically credited against and in reduction of the balance due under this Note, and the portion of said excess that exceeds the balance due under this Note shall be paid by the Payee to the Maker.

11. Failure to Make Payments. If the Maker is not able to perform any of its obligations under this Note based on the advice of counsel, such performance would violate applicable statutes, the Articles of Incorporation (or its equivalent) of the Maker, any agreement to which the Maker is a party or any rule, regulation, decree or order to which the Maker is subject (none of which shall constitute an Event of Default under this Note), the Maker will take all commercially reasonable action (including, without limitation, seeking waivers, consents and approvals and making partial payments to the extent permitted) to fulfill its obligations as soon as practicable. The Maker shall not voluntarily amend its Articles of Incorporation (or its equivalent) or its Bylaws with the intent or result of avoiding its obligations under this Note.

12. Cancellation. After all principal, accrued interest, premium and all other amounts at any time owed on this Note have been paid in full, this Note shall be surrendered to the Maker for cancellation.

13. Notices. Any notice under this Note shall be sufficient for all purposes if given in writing and personally delivered or sent by certified or express United States mail, with return receipt requested and with postage prepaid or by overnight courier service with guaranteed next business day delivery, addressed, (a) if to the Payee to 2601 South Bayshore Drive #850, Coconut Bay, FL 33133 with a copy sent to Marin Eljalek And Lopez; or (b) if to the Maker to The CFP Group, Inc., 1401 Chain Bridge Rd, Suite 300, McLean, VA 22101, with a copy (which shall not constitute notice) sent to Jones Day, 51 Louisiana Ave, NW, Washington, D.C. 20001

Attention: Andrew J. Sherman. By written notice to the other, each party may from time to time change its address for notice purposes under this Section.

14. Amendments. This Note may not be modified or terminated orally but only by agreement or discharge in writing expressly referring to this Note and signed by the Maker and the Payee.

15. Governing Law; Severability; Headings. The provisions of this Note shall be construed according to the laws of the State of Florida without regard to conflict of laws principles. If any provision of this Note is in conflict with any statute or rule of law of the State of Florida or is otherwise unenforceable for any reason whatsoever, then such provision shall be ineffective to the extent of such invalidity and shall be deemed separable from and shall not invalidate any other provision of this Note. Headings of sections are for ease and convenience of reference only and shall not alter or be used to construe the meaning of this Note.

16. Personal Guaranty. As a condition precedent to the issuance of this Note, Roberto Clark, the majority shareholder of the Maker, shall issue a personal guaranty in relation to the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof). Otherwise Roberto Clark shall execute below as a co-maker, and thereby shall be jointly and severally liable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Maker has caused this Note to be executed by its duly authorized officer as of the date first written above.

**THE CFP GROUP, INC**

By: \_\_\_\_\_

Name: Roberto Clark

Title: President & CEO

Date: 10-18-12

**ROBERTO CLARK, INDIVIDUALLY**

By: \_\_\_\_\_

Date: 10-18-12

By: \_\_\_\_\_

Name: JBL Holdings LLC

Date: \_\_\_\_\_



Factoring Of Accounts Receivable Agreement

ASSIGNMENT OF ACCOUNTS RECEIVABLE

Contract: Air National Guard Base Contract (Grissom, Indiana) Contract #8392-07170.0011 -  
\$1,682,853.00

The CFP Group, Inc., referred to as CFP, and JBL Holdings LLC, referred to as FACTOR, agree:

CFP performs fire protection engineering on credit; FACTOR is desirous of purchasing the accounts receivable related to the following services by SELLER: all lines of products SELLER shall provide to FACTOR notice of all proposed sales on credit arising from the sale of all lines of products. FACTOR may provide to SELLER forms for applications for credit and other transactions, which shall be used by SELLER as to such accounts which it desires to sell to FACTOR.

Upon receipt of written authorization from FACTOR, SELLER shall deliver the services and/or products to the ultimate buyer, and shall simultaneously provide to FACTOR the original invoices and other certificates of indebtedness related to all sales.

Upon shipment, FACTOR shall have the sole right to elect to invoke a seller's right of stoppage in transit, or other reclamation prior to delivery. All services shall be the property of FACTOR and FACTOR shall not be obligated to accept any particular account which is offered to it, nor shall FACTOR be liable for its exercise of right of stoppage or reclamation.

As to all accounts receivable which are accepted by FACTOR, the assignment of the accounts shall be with recourse to SELLER. Such that seller and the debtor there under shall be jointly and severally liable. However, FACTOR may charge back any sums uncollected due to a bona fide dispute as to value or quality of the merchandise between SELLER and its customers. As to such charged back accounts, the FACTOR shall reassign the receivable to SELLER, who may retain all sums collected, if any, from such receivables.

from time to time the FACTOR may, but is not obligated, to authorize purchase of "non-qualifying" accounts. Such acceptances are for proposed extensions of credit which the FACTOR determines are not sufficiently credit worthy to purchase outright. In the event that non-qualifying accounts do not pay, the FACTOR shall have a full right of recourse as to all unpaid sums.

SELLER shall notify FACTOR of all rejections and returns of services, or other disputes related to services sold. SELLER shall promptly adjust and settle any bona fide disputes with customers.

FACTOR shall be entitled to offset any amounts due on account of charge backs against all future sums due to SELLER.

Disputes between FACTOR and SELLER regarding whether a dispute is bona fide in regard to value or quality shall be arbitrated under the rules of the American Arbitration Association, with a single arbitrator. Such arbitrator's decision shall be final.



As to all accounts receivable purchased by FACTOR, SELLER shall mark its internal books and records to reflect the assignment. FACTOR shall be entitled to make periodic audits of the books and records of SELLER to verify compliance. FACTOR shall have the right to notify SELLER's debtors of the assignment of accounts, or to require SELLER to notify account debtors of assignments.

To induce FACTOR to purchase accounts, SELLER warrants as to each such account:

that it has not assigned the same to any other entity; that unless notified in writing by SELLER, at the earliest opportunity possible, that there are no general liens against the property of SELLER, or specific liens against the accounts assigned; that SELLER is solvent, and will notify ASSIGNEE of its insolvency, whether under the equitable or legal test for the same, immediately, should insolvency occur; that any and all accounts assigned, are legally enforceable and valid.

SELLER shall be responsible to FACTOR for any damages caused by a breach of the warranties specified herein.

SELLER appoints FACTOR its attorney in fact with the power to endorse, negotiate or otherwise cause or facilitate payment of any notes, checks, drafts, or other remittances on account of sums due under accounts assigned to FACTOR.

SELLER shall fully cooperate with factor to collect on any such accounts receivables assigned hereunder.

Upon request, SELLER shall provide to FACTOR periodic financial statements, tax returns or other information reasonably required by FACTOR regarding SELLER's financial condition.

Upon request, SELLER shall require entities to which it sells on credit to prepare credit applications and financial statements in forms acceptable to FACTOR, and provide the same to FACTOR.

This contract constitutes the entire agreement of the parties, and correctly set forth the terms and conditions of the agreement between the parties.

The parties agree that this Agreement shall be retroactive and that the factoring services have been completed. The factoring amount of said agreement is \$150,000.00 with repay amount of \$210,000.00. Payment of \$210,000 is due December 14, 2012.

This agreement may only be modified in writing executed by both parties. Copy of contract award and payment bond shall be made part of this agreement.

Dated: 11-8-12

\_\_\_\_\_  
CHP

\_\_\_\_\_  
Factor

# ITSI Gilbane

SUBCONTRACT ORDER NO.

8393-07170.0011

Subcontractor:	Contractor/Buyer:	Subcontract Order No.	8393-07170.0011
Name: The CFP Group, Inc.	ITSI Gilbane Company	Buyer: Robert Whitefield	
Address: 1401 Chain Bridge road, Suite 300	2730 Shadefields Drive	E-mail: <a href="mailto:robwhitefield@itsi.com">robwhitefield@itsi.com</a>	
Mobius Virginia 22191	Walnut Creek, CA 94598	Phone: 916-853-1839 Ext. 217	
Phone: 1-703-752-0578	Telephone: (925) 946-3100	Fax: 916-853-9824	
Fax: 1-703-752-0573	Contractor's License No.: 702708A-HAZ	Web Site: <a href="http://www.itsi.com">www.itsi.com</a>	

Subcontractor's Authorized Representative:	TOTAL SUBCONTRACT AMOUNT: \$1,682,853.00		
Name: Roberto Clark	ONE MILLION, SIX HUNDRED EIGHTY-TWO THOUSAND, EIGHT HUNDRED FIFTY-THREE DOLLARS AND NO CENTS		
Title: President	Contract Type: Firm Fixed Price	Liquidated Damages: Yes	\$600.00/Day
E-mail: <a href="mailto:rc@cfpgroup.com">rc@cfpgroup.com</a>	Payment Terms: Pay When Paid-Net 7	Retention Applied: Yes-10%	
	Payment & Performance Bonds: Yes	DPAS Rating: No Rating	
	Applicable Wage Decision: Davis Bacon Act	Number: DN120003 dated 06/29/2012 Rev. 16	
	Period of Performance: Begin: September 18, 2012	End: June 1, 2013	

Attach.	Table of Contents: This Subcontract consists of this cover page and the following documents:
A	Statement of Work for, (Design and installation of Fire Protection and Alarm Systems) dated September 18, 2012
B	Price Schedule dated September 19, 2012
B-1	Schedule of Values dated September 19, 2012
C	ITSI Gilbane Company Subcontract General Conditions - USA (rev 8 January 2012)
D	COMPEC Federal Acquisition Regulation (FAR) and Other Flow down Clauses
E	Prevailing Wage Determination No. DN120002, Certified Payroll Requirements and Statement and Acknowledgement (SF-1433)
F	Conditional and Unconditional Progress and Final Payment Release Forms

## Invoicing Requirements

Invoices must reference the above Subcontract Number and be submitted with an executed release form. All invoices are to be E-mailed to Ms. Holly Mello at [hlorell@itsi.com](mailto:hlorell@itsi.com) and mail hard copies.

## Special Provisions

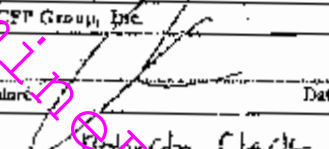
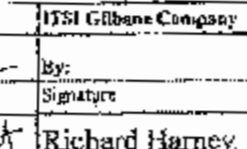
## Notice to Proceed

Subcontractor may not begin work without a fully executed Subcontract, Payment & Performance Bonds and COI naming ITSI Gilbane Company as

Prime Contract	Delivery Location	Project Manager/Technical Representative
Contract Number: FA6643-08-D-0005	Garrison Air Reserve Base	Name: Larry Layton
TO/DO Number: 6D10	Idaho	Phone: 916-853-1839 Ext. 110
ITSI Gilbane Client: AFRC COMPEC 08		E-mail: <a href="mailto:layton@itsi.com">layton@itsi.com</a>
Government		

## Signatures

This Subcontract is executed effective upon signature by both parties.

The CFP Group, Inc.	ITSI Gilbane Company
By: 	By: 
Signature: Roberto Clark	Signature: Richard Harney
Date: 9-24-12	Effective Date:
Printed Name: Roberto Clark	Printed Name: Richard Harney
Title: President	Title: Director U.S. Infrastructure



# STATEMENT AND ACKNOWLEDGMENT

OMB No. 9800-0014  
Expires 6/30/2014

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VR), Regulatory and General Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (0000-0014), Washington, DC 20503.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO. <b>F-A6643-08-D-0905</b>	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER <b>8392-07170.0011</b>
4. PRIME CONTRACTOR		5. SUBCONTRACTOR
a. NAME <b>ITSI Gilbane Company</b>		a. NAME <b>The CFP Group, Inc.</b>
b. STREET ADDRESS <b>2730 SHADELANDS DRIVE</b>		b. STREET ADDRESS <b>1401 Chain Bridge Road, Suite 300</b>
c. CITY <b>WALNUT CREEK</b>	d. STATE e. ZIP CODE <b>CA 94598</b>	c. CITY <b>McLean</b>
		d. STATE e. ZIP CODE <b>VA 22101</b>
6. The prime contract <input checked="" type="checkbox"/> does, does not contain the clause entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation."		
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:		
a. NAME OF AWARDED FIRM <b>ITSI Gilbane Company</b>		
b. DESCRIPTION OF WORK BY SUBCONTRACTOR <b>Vendor to furnish all required labor, materials, equipment to perform the work as defined:</b>		

**Design and Install Fire Detection and Alarm Systems**

8. PROJECT <b>Install Fire Detection &amp; Alarm System</b>	9. LOCATION <b>Grissom Air Reserve Base Indiana</b>
10a. NAME OF PERSON SIGNING <b>Robert Whitfield</b>	11. BY (Signature) <b>Robert Whitfield</b>
10b. TITLE OF PERSON SIGNING <b>Sr. Subcontract Administrator</b>	12. DATE SIGNED <b>9/24/12</b> <small>Digitally signed by Robert Whitfield DN: cn=Robert Whitfield, o=Subcontract Administration, email=whitfield@gsa.gov, c=US</small>

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)	Davis-Bacon Act
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Davis-Bacon and Related Act Regulations	Contract Termination - Debarment
	Certification of Eligibility

## 14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

15a. NAME OF PERSON SIGNING	15b. BY (Signature)	15c. DATE SIGNED
		<b>9/24/12</b>

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 7/2005)  
Prescribed by GSA/FAR (48 CFR) 63.222(e)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR TRANSFERRED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WHICH HAS BECOME EFFECTIVE AND IS CURRENT WITH RESPECT TO THESE SECURITIES OR (ii) PURSUANT TO A SPECIFIC EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT BUT ONLY UPON A HOLDER HEREOF FIRST HAVING OBTAINED THE WRITTEN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE CORPORATION, THAT THE PROPOSED DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT AS WELL AS ANY APPLICABLE STATE SECURITIES LAW.

#### SECURED PROMISSORY NOTE

\$150,000.00

November 8, 2012 (the "Issuance Date")

FOR VALUE RECEIVED, The CFP Group, Inc. (the "Maker"), hereby promises to pay to JBL Holdings LLC (the "Payee"), to an account designated in writing by the Payee, in lawful money of the United States of America, in immediately available funds to such account, or such other account as the Payee may designate from time to time in writing, the principal amount of ONE HUNDRED FIFTY THOUSAND (\$150,000.00), together with interest accruing on such amount from the Issuance Date, at the rates and times provided in this Promissory Note (this "Note")

1. Interest: Interest shall be a fixed fee of \$15,000 (10%).
2. Payments; Mandatory Prepayment: The Maker shall pay principal and interest sums due under this Note as follows: (a) All payments to be made hereunder shall be made in lawful money of the United States of America. (b) The total principal and interest sum shall be paid back in the amount of \$165,000.00 on December 14, 2012.
3. The Maker shall have the right at any time and from time to time to prepay, in whole or in part, without premium or penalty, the unpaid principal amount of this Note and accrued interest on such amount. Any prepayments shall be applied first to accrued and unpaid interest and then to the unpaid principal amount of this Note, and shall be applied in the case of principal to the then remaining installments in the direct order of maturity. Any payment hereunder received by the Payee after 4:00 p.m. (Rockville, Maryland time) on any day, will be deemed to have been received on the next succeeding Business Day. Notwithstanding anything contained herein to the contrary, in the event that any payment is due on a date this is not a Business Day, then the payment shall be due on the first Business Day following such date. For purposes of this Note, the term "Business Day" means any day other than a Saturday, Sunday, legal holiday or day on which banks are authorized or permitted to be closed.
4. Event of Default: The Maker shall be in default under this Note upon the occurrence of any of the following events of default (each, an "Event of Default"):



(a) the failure to pay any amount of the principal or interest due on this Note within 3 days after receiving a notice from the Payee that such amount is past due (a "Payment Default");

(b) the failure or neglect to perform, keep or observe any of the covenants (other than as set forth in Section 3(a) above) applicable to the Maker contained in this Note if such breach is not cured within 3 days after notice of such breach to the Maker; or

(c) the dissolution, voluntary or involuntary bankruptcy, termination of existence, assignment for the benefit of creditors, insolvency or appointment of a receiver or trustee of any part of the property of the Maker or any of the obligations of the Maker, and in the case of an involuntary proceeding filed against the Maker, such proceeding is not discharged or dismissed within 30 days.

5. Default Rate. Upon the occurrence of an Event of Default or a Payment Default (whether or not constituting an Event of Default under of this Note), the then entire outstanding principal balance of this Note, together with all accrued and unpaid interest due and owing, shall accrue interest until such Event of Default or Payment Default, as the case may be, is cured or waived, payable on demand, at a rate per annum equal to the maximum interest rate permitted under applicable law.

6. Acceleration. Upon the occurrence of any Event of Default defined in this note and at any time thereafter as long as any such Event of Default shall be continuing and shall remain uncured or not waived, the Payee may declare all liabilities and obligations of the Maker under this Note immediately due and payable and the same shall thereupon become immediately due and payable without any further action on the part of the Payee. Upon the occurrence of any Event of Default all liabilities and obligations of the Maker under this Note shall become due and payable without any action upon the part of the Payee. The Payee may pursue each and every other right, remedy and power available to the Payee under this Note or available at law or in equity. The rights, remedies and powers of the Payee, as provided in this Note, are cumulative and concurrent, and may be pursued singly, successively or together against the Maker, all at the sole discretion of the Payee. The Payee may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Payee's sole discretion.

7. Grant of Non-Security Interest. The Maker hereby grants to the Payee a security interest in all of the assets of the Maker including, without limitation, its accounts receivable, to secure the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof).

8. Waiver by Payee. Failure by the Payee, for any period of time or on more than one occasion, to exercise the Payee's option to accelerate the due date shall not constitute a waiver of the right to exercise the same at any time after the occurrence and during the continuance of an Event of Default or in the event of any subsequent Event of Default whether of the same, similar or different character. The Payee shall not by any other omission or act be deemed to waive any of the Payee's rights or remedies hereunder unless such waiver is in writing.



and signed by the Payee, and then only to the extent specifically set forth in such writing. A waiver in connection with one event shall not be construed as continuing or as a bar to or a waiver of any right or remedy in connection with any subsequent event whether of the same, similar or different character.

9. Successors and Assigns. This Note shall bind the Maker and its successors and assigns, and the benefits of this Note shall inure to the benefit of the Payee and his successors and assigns. This Note may not be assigned by the Payee without the prior written consent of the Maker. All references herein to the "Maker" and the "Payee" shall be deemed to apply to the Maker and the Payee, respectively, and to their respective successors and assigns.

10. Interest Rate Limitation. Nothing contained in this Note or any transaction related to this Note, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful or in such case to contract for, or to make any payment, or to do any act contrary to applicable law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the indebtedness evidenced by this Note or any other document delivered in connection with this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest that is legally permitted under applicable law, then any and all such excess shall be, and the same hereby is, waived by the Payee, and any and all such excess shall be automatically credited against and in reduction of the balance due under this Note, and the portion of said excess that exceeds the balance due under this Note shall be paid by the Payee to the Maker.

11. Failure to Make Payments. If the Maker is not able to perform any of its obligations under this Note based on the advice of counsel, such performance would violate applicable statutes, the Articles of Incorporation (or its equivalent) of the Maker, any agreement to which the Maker is a party or any rule, regulation, decree or order to which the Maker is subject (none of which shall constitute an Event of Default under this Note), the Maker will take all commercially reasonable action (including, without limitation, seeking waivers, consents and approvals and making partial payments to the extent permitted) to fulfill its obligations as soon as practicable. The Maker shall not voluntarily amend its Articles of Incorporation (or its equivalent) or its Bylaws with the intent or result of avoiding its obligations under this Note.

12. Cancellation. After all principal, accrued interest, premium and all other amounts at any time owed on this Note have been paid in full, this Note shall be surrendered to the Maker for cancellation.

13. Notices. Any notice under this Note shall be sufficient for all purposes if given in writing and personally delivered or sent by certified or express United States mail, with return receipt requested and with postage prepaid or by overnight courier service with guaranteed next business day delivery, addressed, (a) if to the Payee to 2601 South Bayshore Drive #850, Coconut Bay, FL 33133 with a copy sent to Marin Eljaiek And Lopez; or (b) if to the Maker to The CFP Group, Inc., 1401 Chain Bridge Rd, Suite 300, McLean, VA 22101, with a copy (which shall not constitute notice). By written notice to the other, each party may from time to time change its address for notice purposes under this Section.

14. Amendments. This Note may not be modified or terminated orally but only by agreement or discharge in writing expressly referring to this Note and signed by the Maker and the Payee.

15. Governing Law, Severability, Headings. The provisions of this Note shall be construed according to the laws of the State of Florida without regard to conflict of laws principles. If any provision of this Note is in conflict with any statute or rule of law of the State of Florida or is otherwise unenforceable for any reason whatsoever, then such provision shall be ineffective to the extent of such invalidity and shall be deemed separable from and shall not invalidate any other provision of this Note. Headings of sections are for ease and convenience of reference only and shall not alter or be used to construe the meaning of this Note.

16. Personal Guaranty. As a condition precedent to the issuance of this Note, Roberto Clark, the majority shareholder of the Maker, shall issue a personal guaranty in relation to the payment of the principal sum of this Note and any accrued interest thereon (together with any costs in connection with the collection thereof). Otherwise Roberto Clark shall execute below as a co-maker, and thereby shall be jointly and severally liable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Maker has caused this Note to be executed by its  
duly authorized officer as of the date first written above.

THE CFP GROUP, INC.

By: 

Name: Roberto Clark

Title: President & CEO

Date: 11-8-12

ROBERTO CLARK, INDIVIDUALLY

By: 

Date: 11-8-12

By: \_\_\_\_\_

Name: JBL Holdings LLC

Date: \_\_\_\_\_

DJMH MANAGEMENT, INC.,

Plaintiff,

vs.

TIM MOSLEY, an individual, and JOSE M.  
GARCTA, JR., an individual,

Defendants.

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

CASE NO.: 13-35375 CA

**NOTICE OF DESIGNATION OF E-MAIL ADDRESS**

Defendant, Jose M. Garcia, Jr., by and through undersigned counsel and pursuant to Rule 2.516, Fla.R.Jud.Admin., hereby designates the following e-mail address for the purpose of service of all documents required to be served pursuant to Rule 2.516 in this proceeding.

Primary E-Mail Address: [Eservice@mellawyers.com](mailto:Eservice@mellawyers.com)

Secondary E-Mail Address: [es@mellawyers.com](mailto:es@mellawyers.com); [lp@mellawyers.com](mailto:lp@mellawyers.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to Martin S. Simkovic, Esq. at Simkovic Law Firm, P.A. via electronic mail this 23<sup>rd</sup> day of January, 2013.

**MARIN ELJAJEK & LOPEZ, P.L.**

2601 South Bayshore Drive, Suite 850

Coconut Grove, Florida 33133

Telephone: 305-444-5969

Facsimile: 305-444-1939

Service Email: [Eservice@mellawyers.com](mailto:Eservice@mellawyers.com)

Secondary: [es@mellawyers.com](mailto:es@mellawyers.com)

[lp@mellawyers.com](mailto:lp@mellawyers.com)

By: /s/ Eric J. Strauss

Anthony M. Lopez

Florida Bar No.: 13685

Eric J. Strauss

Florida Bar No.: 100043

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

DSMH MANAGEMENT, INC.,

Plaintiff,

CASE NO.: 13-35375 CA

vs.

TIM MOSLEY, an individual, and JOSE M.  
GARCIA, JR., an individual,

Defendants.

**MOTION FOR EXTENSION OF TIME TO RESPOND TO AMENDED COMPLAINT**

Defendant, Jose M. Garcia, Jr. ("Defendant"), moves this Court for an order extending the time in which Defendant's response to Plaintiff's Amended Complaint is due. In support of this motion the Defendant states as follows:

1. On or about January 10, 2014, Defendant was served with Plaintiff's Amended Complaint.
2. Defendant seeks to extend the time in which his response to the Complaint is due by 10 days.
3. Defendant is not seeking to extend any other deadlines.
4. An extension of time for the requested deadline will be sufficient to adequately file a response to Plaintiff's Complaint.
5. Furthermore, an extension of the deadline will not prejudice either party.

Wherefore, Defendant, Jose M. Garcia, Jr., respectfully requests this Court enter an Order granting this Motion to Extend the time in which Defendants' response to the Complaint is due.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to Martin S. Simkovic, Esq. at Simkovic Law Firm, P.A. via electronic mail this 4<sup>th</sup> day of December, 2013.

**MARIN ELJAIK & LOPEZ, P.L.**  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida 33133  
Telephone: 305-444-5969  
Facsimile: 305-444-1939  
Service Email: [Eservice@mellawyers.com](mailto:Eservice@mellawyers.com)  
Secondary: [jr@mellawyers.com](mailto:jr@mellawyers.com)  
[lp@mellawyers.com](mailto:lp@mellawyers.com)

By: /s/ Eric J. Strauss  
Anthony M. Lopez  
Florida Bar No.: 13685  
Eric J. Strauss  
Florida Bar No.: 100043

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

DJMH MANAGEMENT, INC.,

Plaintiff,

CASE NO.: 13-35375 CA

vs.

TIM MOSLEY, an individual, and JOSE M.  
GARCIA, JR., an individual,

Defendants.

**MOTION FOR EXTENSION OF TIME TO RESPOND TO AMENDED COMPLAINT**

Defendant, Jose M. Garcia, Jr. ("Defendant"), moves this Court for an order extending the time in which Defendant's response to Plaintiff's Amended Complaint is due. In support of this motion the Defendant states as follows:

1. On or about January 10, 2014, Defendant was served with Plaintiff's Amended Complaint.
2. Defendant seeks to extend the time in which his response to the Complaint is due by 10 days.
3. Defendant is not seeking to extend any other deadlines.
4. An extension of time for the requested deadline will be sufficient to adequately file a response to Plaintiff's Complaint.
5. Furthermore, an extension of the deadline will not prejudice either party.

Wherefore, Defendant, Jose M. Garcia, Jr., respectfully requests this Court enter an Order granting this Motion to Extend the time in which Defendants' response to the Complaint is due.



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to Martin S. Simkovic, Esq. at Simkovic Law Firm, P.A. via electronic mail this 4<sup>th</sup> day of December, 2013.

**MARIN ELIAIEK & LOPEZ, P.L.**  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida 33133  
Telephone: 305-444-5969  
Facsimile: 305-444-1939  
**Service Email:** [Eservice@mellawyers.com](mailto:Eservice@mellawyers.com)  
**Secondary:** [jr@mellawyers.com](mailto:jr@mellawyers.com)  
[lp@mellawyers.com](mailto:lp@mellawyers.com)

By: /s/ Eric J. Strauss  
Anthony M. Lopez  
Florida Bar No.: 13685  
Eric J. Strauss  
Florida Bar No.: 100043

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

DJMH MANAGEMENT, LLC,

Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO. 13-35375 CA

vs.

TIM MOSLEY, an individual,  
and JOSE M. GARCIA, JR.  
an individual,

\_\_\_\_ Defendants. \_\_\_\_\_/

**AMENDED COMPLAINT**

Plaintiff, DJMH Management, LLC, ("DJMH") by and through undersigned counsel, files this Complaint against Tim Mosley ("Mosley") and Jose M. Garcia, Jr. ("Garcia") and alleges as follows:

**JURISDICTION, VENUE, AND THE PARTIES**

1. This is an action on a note and for money lent. This court has subject matter jurisdiction over this action insofar as this is an action for damages which exceeds the sum of \$15,000.00, exclusive of costs, interest, and attorneys' fees.
2. Plaintiff, DJMH, is a Florida limited liability company organized and existing under the laws of the State of Florida.
3. Defendant, Mosley, is an individual, sui juris, who resides in Miami-Dade County, Florida.
4. Defendant, Garcia, is an individual, sui juris, who resides in Miami-Dade County, Florida.
5. Venue is proper in Miami-Dade County, Florida, because the claims alleged herein accrued in Miami-Dade County, Florida and because Defendants reside in this county.

### **GENERAL ALLEGATIONS**

6. On February 7<sup>th</sup> and February 8<sup>th</sup> of 2012, Defendants executed a Promissory Note in favor of the Plaintiff in the face amount of \$500,000.00. A true and correct copy of the Promissory Note is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference.

7. As the result of a mutual mistake, the payee on the Promissory Note was incorrectly identified as DJMH Management, Inc., a company that does not exist, instead of the real payee, DJMH Management, LLC.

8. Pursuant to the terms of the Note, Defendants were required to make monthly interest payments to Plaintiff, and then pay Plaintiff all principal and accrued but unpaid interest that was owed no later than February 5, 2013.

9. Despite several demands, Defendants have heretofore failed to repay Plaintiff the sum of \$375,000.00 plus accrued but unpaid interest that is rightfully owed under the Note.

10. All conditions precedent to the filing and maintenance of this action have been performed, or have been excused, satisfied or waived.

11. Plaintiff has been required to engage the services of the undersigned law firm in this action and is obligated to pay the undersigned firm a reasonable fee for their services. Pursuant to the Promissory Note that is attached hereto, Plaintiff is entitled to recover these fees and costs from the Defendants.

### **COUNT I: REFORMATION (AGAINST BOTH DEFENDANTS)**

12. Plaintiff incorporates and re-alleges the allegations in paragraphs 1-11 of this Complaint as if more fully stated herein.

13. As discussed, as the result of a mutual mistake, the named payee under the Note was DJMH Management, Inc., a company that does not exist. The true and correct payee should have been DJMH Management, LLC.

WHEREFORE Plaintiff respectfully requests the Court to reform and correct the named payee under the promissory note from DJMH Management, Inc. to DJMH Management, LLC., and grant any further relief the Court deems equitable and just.

**COUNT II: ACTION ON A NOTE (AGAINST BOTH DEFENDANTS)**

14. Plaintiff incorporates and re-alleges the allegations in paragraphs 1-10 of this Complaint as if more fully stated herein.

15. As discussed herein, on February 7<sup>th</sup> and 8<sup>th</sup> of 2012, Defendants executed and delivered to Plaintiff the Promissory Note attached hereto as Exhibit "A."

16. Pursuant to the terms of the Promissory Note, Defendants were jointly and severally obligated to make monthly interest payments on the Note, and then pay all amounts owed under the Note on or before February 5, 2013.

17. After the Defendants failed to pay the amounts owed when payment was due, Plaintiff sent a demand letter to Defendants' counsel demanding payment. Despite this demand, Defendants have failed to pay the sum of \$375,000.00 plus accrued but unpaid interest that is past due and owing under the Promissory Note.

WHEREFORE, Plaintiff respectfully requests the Court to enter a Joint and Several Final Judgment in its favor and against Defendants, awarding Plaintiff compensatory damages, prejudgment and post-judgment interest, the attorneys' fees and costs incurred in prosecuting this action, and any further relief that this Court deems just and proper.

**COUNT III: MONEY LENT (AGAINST BOTH DEFENDANTS)**

15. Plaintiff incorporates and re-alleges the allegations in paragraphs 1 through 10 of this Complaint as if more fully set forth herein.

16. As discussed herein, on or about February 7<sup>th</sup> or 8<sup>th</sup> of 2012, Plaintiff loaned the Defendants the sum of \$500,000.00. Defendants were jointly and severally obligated to make monthly interest payments on the Note, and then pay all amounts owed under the Note on or before February 5, 2013.

17. Defendants have repaid the sum of \$125,000.00, but have failed to pay the sum of \$375,000.00 (plus accrued but unpaid interest) that they owe to the Plaintiff. Plaintiff has demanded payment of the past due amounts, but Defendants have failed to pay the amounts rightfully owed. Defendants owe Plaintiff the sum of \$375,000.00 that is due with accrued but unpaid interest for money lent by Plaintiff to Defendants on or about February 7<sup>th</sup> or 8<sup>th</sup> of 2012.

WHEREFORE, Plaintiff respectfully requests the Court to enter a Joint and Several Final Judgment in its favor, and against Defendants, awarding Plaintiff compensatory damages, prejudgment and post-judgment interest, the attorneys' fees and costs incurred in prosecuting this action, and any further relief that this Court deems just and proper.

DATED January 10, 2014.

Respectfully submitted,  
**SIMKOVIC LAW FIRM, P.A.**  
175 S.W. 7<sup>th</sup> St., Suite 2009  
Miami, Florida 33130  
Telephone: (305) 379-5554  
Facsimile: (305) 379-4548  
[martin@slfpa.com](mailto:martin@slfpa.com)

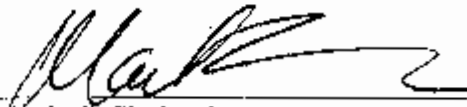
By: 

MARTIN S. SIMKOVIC  
Fl. Bar No. 870625



**CERTIFICATE OF SERVICE**

Undersigned counsel certifies that a true and correct copy of the Amended Complaint was served by electronic mail on January 10, 2014 on Anthony Lopez and Eric J. Strauss, Maria Eljaick & Lopez, 2601 S. Bayshore Dr., Suite 850, Coconut Grove, Fl., 33133, at Eservice@mellawyers.com; and jr@mellawyers.com and lp@mellawyers.com.

  
\_\_\_\_\_  
Martin S. Simkovic

# PROMISSORY NOTE

\$500,000.00

MIAMI, FLORIDA

FEBRUARY 6, 2012

FOR VALUE RECEIVED, the undersigned, JOSE M. GARCIA JR, having a representative notice address of 2924 Alton Road, Miami Beach, Florida 33140, and TIM MOSLEY, having a representative notice address of 10396 SW 67<sup>th</sup> Avenue, Coral Gables, Florida 33156, (jointly and severally referred to as the "MAKER"), promises to pay to DJMH MANAGEMENT, INC., and its respective successors and/or assigns (the "HOLDER"), having a representative address of 175 SW 7th Street, Miami, Florida 33130, or at such other place as the HOLDER of this NOTE may designate in writing, the Principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), bearing interest at eighteen percent (18%) per annum, until paid in full as hereinafter provided, in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, Public and Private, at the time of payment. This NOTE is payable as follows:

INTEREST SHALL BE DUE AND PAYABLE ON OR BEFORE THE FIFTH DAY OF EACH MONTH IN ARREARS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$7,500.00) PER MONTH FOR THE DURATION OF THE LOAN FOR A TOTAL OF NINETY THOUSAND DOLLARS AND 00/100 PER ANNUM. THE ENTIRE PRINCIPAL AMOUNT OF THIS NOTE PLUS REMAINING ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN ONE LUMP SUM BALLOON PAYMENT ON FEBRUARY 5, 2013 (THE "PAYMENT DATE").

THIS NOTE MAY BE PREPAID, IN WHOLE OR IN PART, AT ANY TIME. IN THE EVENT THE MAKER CHOOSES TO PRE-PAY THE LOAN AT ANY TIME, HE SHALL BE OBLIGATED TO PAY THE PRINCIPAL AMOUNT PLUS: (I) ANY ACCRUED, BUT UNPAID INTEREST, OR (II) EIGHTY THOUSAND DOLLARS (\$80,000.00), WHICHEVER IS GREATER.

This NOTE is subject to the express condition that at no time shall MAKER be obligated or required to pay interest on the Principal Balance at a rate which could subject HOLDER to either civil or criminal liability as a result of being in excess of the maximum rate which MAKER is permitted by law to contract or agree to pay. If by the terms of this NOTE MAKER is at any time required or obligated to pay interest on the Principal Balance at a rate in excess of such maximum rate, the rate of interest under this NOTE shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the Principal Balance.

All payments made hereunder shall be by certified bank check delivered and made payable to DJMH MANAGEMENT, INC., at 175 SW 7th Street, Miami, Florida 33130. It is understood and agreed that time is of the essence of this agreement, and if default be made in the payment of this NOTE and any one or more of such defaults shall have continued for a period of FIVE (5) days then the whole unpaid principal sum herein agreed to be paid shall at any time after the expiration of such FIVE (5) days, at the option of the HOLDER of this NOTE, become due and payable.

If the HOLDER has not received the full amount of any monthly payment within Five (5) days after the date it is due, the MAKER will pay a late charge to the HOLDER, the amount of the charge will be five percent (5%) of any overdue payment of principal and/or interest. The MAKER will pay this late charge promptly but only once on each late payment. Should a payment be made by check which is returned by the undersigned's bank there shall be assessed a returned check charge of twenty five and 00/100 (\$25.00) dollars and this NOTE shall be treated as if no payment had been made and the late charge and default provisions contained herein shall apply. Should a payment be made by check which is returned by the undersigned's bank, the holder of this NOTE may require subsequent payments due under this NOTE to be made by cashier's check or money order. Payments received after 2:00p.m. shall be credited to the next business day.

It is agreed that in the event any sums payable under this NOTE are not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions herein stated, said sums shall bear interest at the maximum legal rate until paid.

[THE FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID ON THIS NOTE]

The maker and endorser of this note are jointly and severally liable for the full payment of the NOTE and further waive demand, notice of non-payment and protest, in the event this NOTE is placed in the hands of an attorney for collection, or in case the HOLDER shall become a Party in any suit or legal proceeding in relation to the enforcement of the obligation evidenced by this NOTE or for the recovery or protection of said indebtedness, the undersigned MAKER in any such action shall pay all costs and expenses arising therefrom, including reasonable attorney fees, including costs and fees at all appellate levels.

EXHIBIT "A"

: Initials

: Initials

The MAKER and all others who may become liable for all or any part of the indebtedness evidenced hereby, severally waive presentment for payment, protest, notice of protest and non-payment, and consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without notice to any of said parties, and without affecting their liability.

WAIVER OF JURY TRIAL. MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMISORY NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER IN ENTERING INTO THIS AGREEMENT AND MAKING THE LOAN OR EXTENSIONS OF CREDIT SECURED BY THE PLEDGE AND GUARANTY EXECUTED CONTEMPORANEOUSLY HEREWITH.

The MAKER and endorser of this NOTE waives demand, notice of non-payment and protest.

Jose M. Garcia

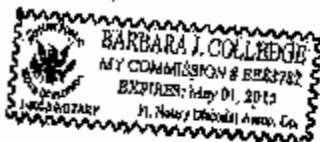
Tim Mosely

Signature Verification Notarization

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7th day of February, 2012, by JOSE M. GARCIA, who is ☐ personally known to me as the person described in and who executed the foregoing or ☒ who has produced Florida Driver License as identification, and ☐ who did, ☒ did not, take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Baltimore, Maryland, the day and year first written above.



Barbara J. Colledge  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7 day of February, 2012, by TIM MOSELY, who is ☒ personally known to me as the person described in and who executed the foregoing or ☒ who has produced Driver License as identification, and ☐ who did, ☒ did not, take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Baltimore, Maryland, the day and year first written above.



Mariela Padron  
Notary Public, State of Florida  
My Commission Expires: 2/24/2013

Initials

Initials

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

DJMH MANAGEMENT, INC.,

Plaintiff,

CASE NO.: 13-35375 CA

vs.

TIM MOSLEY, an individual, and JOSE M.  
GARCIA, JR., an individual,

Defendants.

MOTION TO DISMISS

Defendant, Jose Garcia Jr. ("Defendant"), by and through his undersigned counsel, respectfully moves this court to Dismiss the above styled action, pursuant to Section 607.1622 of the Florida Statutes (2013) and in support thereof states as follows:

1. On or about November 12, 2013, Plaintiff, DJMH Management, Inc. ("DJMH"), filed a Complaint against Defendant and Tim Mosley (the "Complaint").
2. Paragraph 2 of the Complaint states that DJMH "is a Florida corporation organized and existing under the laws of the State of Florida."
3. Contrary to the allegation set forth in paragraph 2 of the Complaint, DJMH is not a Florida corporation and is not organized and existing under the laws of the State of Florida. A true and correct copy of a search for "DJMH Management Inc" conducted on Sunbiz.org is attached hereto as Exhibit A.
4. Section 607.1622 of the Florida Statutes requires each domestic corporation and each foreign corporation to file a sworn annual report with the Department of State. Section 607.1622(8) goes on to state that,



Any corporation failing to file an annual report which complies with the requirements of this section shall not be permitted to maintain or defend any action in any court of this state until such report is filed and all fees and taxes due under this act are paid and shall be subject to dissolution or cancellation of its certificate of authority to do business as provided in this act.

§607.1622 (8), Fla. Stat. (2013).

5. Provided that DJMH is not a registered Florida corporation and has not filed an annual report, it does not have the ability to maintain any action in this Court.

6. Accordingly, the above styled case must be dismissed until DJMH meets the filing and reporting requirements of Ch. 607 of the Florida Statutes.

WHEREFORE, Defendant, Jose M. Garcia Jr., requests that this Court enter an Order Granting Defendant's Motion to Dismiss, award attorneys' fees and costs to the Defendant any further relief as this Court deems just and proper.

#### CERTIFICATE OF SERVICE

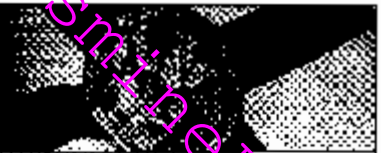
I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to Martin S. Simkovic, Esq. at Simkovic Law Firm, P.A. via electronic mail this 2<sup>nd</sup> day of January, 2014.

MARIN ELJAIK & LOPEZ, P.L.  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida 33133  
Telephone: 305-444-5969  
Facsimile: 305-444-1939  
Service Email: [Eservicc@mellawyers.com](mailto:Eservicc@mellawyers.com)  
Secondary: [jr@mellawyers.com](mailto:jr@mellawyers.com)  
[lp@mellawyers.com](mailto:lp@mellawyers.com)

By: /s/ Eric J. Strauss  
Anthony M. Lopez  
Florida Bar No.: 13685  
Eric J. Strauss  
Florida Bar No.: 100943



# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Next List](#)Entity Name Search  
Search

## Entity Name List

Corporate Name	Document Number	Status
<a href="#">DJM MANAGEMENT LLC</a>	L12000017234	Active
<a href="#">DJM HOLDINGS, L.L.C.</a>	L03000008883	INACT
<a href="#">DJM HOLDINGS, LLC</a>	L12000061876	Active
<a href="#">DJM HOLDINGS, INC.</a>	P00000069763	INACT
<a href="#">DJM HOLDINGS &amp; CO.</a>	V35557	INACT
<a href="#">DJM OF HOLLYWOOD, INC.</a>	P94000092500	INACT
<a href="#">DJM HOME DESIGNS LLC</a>	L11000049218	Active
<a href="#">D.J. INC. OF MIAMI</a>	668922	INACT
<a href="#">DJMIAMI, LLC</a>	L07000087758	Active
<a href="#">D &amp; J OF MIAMI, INC.</a>	S85920	INACT
<a href="#">DJMIAMI GROUP LLC</a>	L09000084775	INACT
<a href="#">DJMICHAEL PRODUCTION CORP.</a>	P12000054524	Active
<a href="#">DJVIDAS PRODUCTIONS, LLC</a>	L10000072015	Active
<a href="#">DJMIKE, INC.</a>	P09000021122	INACT
<a href="#">DJ MIKE E. SIMM, INC.</a>	P05000062484	INACT
<a href="#">D.J. MILLER CORPORATION</a>	M74091	INACT
<a href="#">D.J. MILLER &amp; ASSOCIATES, INC.</a>	F01000005778	INACT
<a href="#">D.J. MILLER &amp; ASSOCIATES, INC.</a>	P26231	INACT
<a href="#">D.J. MILLER BUILDERS, INC. OF FLORIDA</a>	S38704	INACT
<a href="#">D.J. MILLER CONSTRUCTION, INC</a>	J39488	NAME HIS

[Next List](#)Entity Name Search  
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IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

DJMH MANAGEMENT, INC.,

Plaintiff,

CASE NO.: 13-35375 CA

vs.

TEM MOSLEY, an individual, and JOSE M.  
GARCIA, JR., an individual,

Defendants.

**MOTION FOR EXTENSION OF TIME TO RESPOND TO COMPLAINT**

Defendant, Jose M. Garcia, Jr. ("Defendant"), moves this Court for an order extending the time in which Defendant's response to Plaintiff's Complaint is due. In support of this motion the Defendant states as follows.

1. On or about November 18, 2013, Defendant was served with Plaintiff's Complaint.
2. Defendant seeks to extend the time in which his response to the Complaint is due.
3. Defendant is not seeking to extend any other deadlines.
4. An extension of time for the requested deadline will be sufficient to adequately file a response to Plaintiff's Complaint.
5. Furthermore, an extension of the deadline will not prejudice either party.

Wherefore, Defendant, Jose M. Garcia, Jr., respectfully requests this Court enter an Order granting this Motion to Extend the time in which Defendants' response to the Complaint is due.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to Martin S. Simkovic, Esq. at Simkovic Law Firm, P.A. via electronic mail this 4<sup>th</sup> day of December, 2013.

MARIN ELJAJEK & LOPEZ, P.L.  
2601 South Bayshore Drive, Suite 850  
Coconut Grove, Florida 33133  
Telephone: 305-444-5969  
Facsimile: 305-444-1939  
Service Email: [Eservice@melawyers.com](mailto:Eservice@melawyers.com)  
Secondary: [in@melawyers.com](mailto:in@melawyers.com)  
[lp@melawyers.com](mailto:lp@melawyers.com)

By: /s/ Eric J. Strauss  
Anthony M. Lopez  
Florida Bar No.: 13685  
Eric J. Strauss  
Florida Bar No.: 100043

## **RETURN OF SERVICE**

**Circuit Court**

**County of Miami-Dade**

**State of Florida**

**DJMH Management, Inc.**

**Attorney:**

**DONALD JONES, ESQ.  
DONALD R. JONES, ESQ.  
175 SW 7th STREET, SUITE 2009  
MIAMI, FL. 33130**

**vs.**

**Tim Mosley, an individual, and Jose M. Garcia, Jr., an individual**

**Case Number: 13-35375-CA-01**

**Legal documents received by On Demand Process Service, LLC on November 13th, 2013 at 5:10 PM to be served upon Jose M. Garcia, Jr. at 2924 Alton Road, Miami Beach, FL. 33140**

**I, ROXANA BITHMAN, swear and affirm that on November 18th, 2013 at 7:25 AM, I did the following:**

**Individually Served Jose M. Garcia, Jr. the person listed as the intended recipient of the legal document with a conformed copy of this Civil Action Summons and Complaint with Exhibits. The service date, time, my initials and/or name, and identification number, if required by state statute, were listed on the document served.**

**Description of Person Accepting Service:**

**Sex: Male Age: 40's Height: 5'9 Weight: 160 LBS Skin Color: White Hair Color: Salt & Pepper Glasses: N**

**Supplemental Data Appropriate to this Service:**

**I declare that I am eighteen years of age or older and have no interest in the above legal matter. I attest that I am certified, appointed by sheriff or motion and order and that I am legally authorized to serve court documents within the above named circuit / county.**



**ROXANA BITHMAN  
Process Server, # 2216**

**On Demand Process Service, LLC  
P.O. Box 440563  
Miami, FL 33144**

**(305) 305-9872**

**Internal Job ID: 2013000168**

**Reference Number:**

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT OF FLORIDA  
IN AND FOR MIAMI-DADE COUNTY

CIRCUIT CIVIL DIVISION

DJMH Management, Inc.,

CASE NO. **13-35375CA-01**

Plaintiff,

v.

**CIVIL ACTION SUMMONS**

TIM MOSLEY, an individual,  
and JOSE M. GARCIA, JR.,  
an individual

Defendants.

\_\_\_\_\_  
THE STATE OF FLORIDA;  
To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the  
Complaint for Damages on defendant:

JOSE M. GARCIA, JR.  
2924 Alton Road  
Miami Beach, FL 33140

Each defendant is required to serve written defenses to the Complaint or  
Petition on plaintiff's attorney, to wit:

MARTIN S. SIMKOVIC, ESQ.  
SIMKOVIC LAW FIRM, P.A.  
175 SW 7<sup>th</sup> Street, Suite 2009  
Miami, FL 33130-2961  
Phone: 305.379.5554  
Fax: 305.379.4548  
Email: martin@slfpa.com

within 20 days after service of this summons on that defendant, exclusive of the day  
of service, and to file the original of the defenses with the Clerk of this Court either  
before service on plaintiff's attorneys or immediately thereafter. If a defendant fails  
to do so, a Default will be entered against that defendant for the relief demanded in  
the Complaint or Petition.

**NOV 14 2013**

DATED on \_\_\_\_\_, 2013.

**HARVEY RUVIN**  
as Clerk of said Court



(Court Seal)

By: Parvinder Kaur  
as Deputy Clerk



☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

## DIVISION

☒ CIVIL☐ DISTRICTS☐ FAMILY☐ OTHER

CASE NUMBER

## CIVIL COVER SHEET

## PLAINTIFF

DJMH Management, Inc.

## VS. DEFENDANT

TIM MOSLEY, an individual,  
and JOSE M. GARICA, JR.,  
an individual

## CLOCK IN

The civil cover sheet and the information contained here does not replace the filing and service of pleadings or other papers as required by law. This form is required by the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075. See instructions and definitions on reverse of this form.

**TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is incented under a broader category), place an x in both the main category and subcategory boxes.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> 001 - Eminent Domain</li> <li><input checked="" type="checkbox"/> 003 - Contracts and Indebtedness</li> <li><input type="checkbox"/> 010 - Auto Negligence</li> <li><input type="checkbox"/> 022 - Products Liability</li> <li><input type="checkbox"/> 023 - Condominium</li> <li><input type="checkbox"/> Negligence - Other               <ul style="list-style-type: none"> <li><input type="checkbox"/> 097 - Business Governance</li> <li><input type="checkbox"/> 098 - Business Torts</li> <li><input type="checkbox"/> 099 - Environmental/Toxin Tort</li> <li><input type="checkbox"/> 100 - Third Party Indemnification</li> <li><input type="checkbox"/> 101 - Construction Defect</li> <li><input type="checkbox"/> 102 - Mass Tort</li> <li><input type="checkbox"/> 103 - Negligent Security</li> <li><input type="checkbox"/> 104 - Nursing Home Negligence</li> <li><input type="checkbox"/> 105 - Premises Liability - Commercial</li> <li><input type="checkbox"/> 106 - Premises Liability - Residential</li> <li><input type="checkbox"/> 107 - Negligence - Other</li> </ul> </li> <li><input type="checkbox"/> Real Property/Mortgage Foreclosure               <ul style="list-style-type: none"> <li><input type="checkbox"/> 108 - Commercial Foreclosure \$0 - \$50,000</li> <li><input type="checkbox"/> 109 - Commercial Foreclosure \$50,001 - \$249,999</li> <li><input type="checkbox"/> 110 - Commercial Foreclosure \$250,000 - or more</li> <li><input type="checkbox"/> 111 - Homestead Residential Foreclosure \$0 - \$50,000</li> <li><input type="checkbox"/> 112 - Homestead Residential Foreclosure \$50,001 - \$249,999</li> <li><input type="checkbox"/> 113 - Homestead Residential Foreclosure \$250,000 or more</li> <li><input checked="" type="checkbox"/> 114 - Non-Homestead Residential Foreclosure \$0 - \$50,000</li> <li><input type="checkbox"/> 115 - Non-Homestead Residential Foreclosure \$50,001 - \$249,999</li> <li><input type="checkbox"/> 116 - Non-Homestead Residential Foreclosure \$250,000 or more</li> <li><input type="checkbox"/> 117 - Other Real Property Actions \$0 - \$50,000</li> <li><input type="checkbox"/> 118 - Other Real Property Actions \$50,001 - \$249,999</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> 119 - Other Real Property Actions \$250,000 or more</li> <li><input type="checkbox"/> Professional Malpractice               <ul style="list-style-type: none"> <li><input type="checkbox"/> 094 - Malpractice - Business</li> <li><input type="checkbox"/> 095 - Malpractice - Medical</li> <li><input type="checkbox"/> 096 - Malpractice - Other professional</li> </ul> </li> <li><input type="checkbox"/> Other               <ul style="list-style-type: none"> <li><input type="checkbox"/> 120 - Antitrust/Trade Regulation</li> <li><input checked="" type="checkbox"/> 121 - Business Transactions</li> <li><input type="checkbox"/> 122 - Constitutional Challenge - Statute or Ordinance</li> <li><input type="checkbox"/> 123 - Constitutional Challenge - Proposed amendment</li> <li><input type="checkbox"/> 124 - Corporate Trust</li> <li><input type="checkbox"/> 125 - Discrimination - Employment or Other</li> <li><input type="checkbox"/> 126 - Insurance Claims</li> <li><input type="checkbox"/> 127 - Intellectual Property</li> <li><input type="checkbox"/> 128 - Libel/Slander</li> <li><input type="checkbox"/> 129 - Shareholder Derivative Action</li> <li><input type="checkbox"/> 130 - Securities Litigation</li> <li><input type="checkbox"/> 131 - Trade Secrets</li> <li><input type="checkbox"/> 132 - Trust Litigation</li> </ul> </li> <li><input type="checkbox"/> 133 - Other Civil Complaint               <ul style="list-style-type: none"> <li><input type="checkbox"/> 009 - Bond Estreasure</li> <li><input type="checkbox"/> 014 - Replevin</li> <li><input type="checkbox"/> 024 - Witness Protection</li> <li><input type="checkbox"/> 080 - Declaratory Judgment</li> <li><input type="checkbox"/> 081 - Injunctive Relief</li> <li><input type="checkbox"/> 082 - Equitable Relief</li> <li><input type="checkbox"/> 083 - Construction Lien</li> <li><input type="checkbox"/> 084 - Petition for Adversary Preliminary Hearing</li> <li><input type="checkbox"/> 085 - Civil Forfeiture</li> <li><input type="checkbox"/> 086 - Voluntary Binding Arbitration</li> <li><input type="checkbox"/> 087 - Personal Injury Protection (PIP)</li> </ul> </li> </ul> |
|---|---|

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

REMEDIES SOUGHT (check all that apply):

- ☒ monetary;  
☐ non-monetary declaratory or injunctive relief;  
☐ punitive

NUMBER OF CAUSES OF ACTION: [ 2 ]

(specify) COUNT I: ACTION ON A NOTE; COUNT II: MONEY LENT

IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ Yes  
☒ No

HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ No  
☐ Yes If "Yes", list all related cases by name, case number, and court.

IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☐ Yes  
☒ No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature

Martin S. Simkovic  
Attorney or party

Florida Bar #

870625

(Bar # if attorney)

MARTIN S. SIMKOVIC

(type or print name)

11/12/2013

Date

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

DJMH Management, Inc.,

Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO.

vs.

TIM MOSLEY, an individual,  
and JOSE M. GARCIA, JR.  
an individual,

Defendants.

**COMPLAINT**

Plaintiff, DJMH Management, Inc. ("DJMH") by and through undersigned counsel, files this Complaint against Tim Mosley ("Mosley") and Jose M. Garcia, Jr. ("Garcia") and alleges as follows:

**JURISDICTION, VENUE AND THE PARTIES**

1. This is an action on a note and for money lent. This court has subject matter jurisdiction over this action insofar as this is an action for damages which exceeds the sum of \$15,000.00, exclusive of costs, interest, and attorneys' fees.

2. Plaintiff, DJMH, is a Florida corporation organized and existing under the laws of the State of Florida.

3. Defendant, Mosley, is an individual, sui juris, who resides in Miami-Dade County, Florida.

4. Defendant, Garcia, is an individual, sui juris, who resides in Miami-Dade County, Florida.

5. Venue is proper in Miami-Dade County, Florida, because the claims alleged herein accrued in Miami-Dade County, Florida and because Defendants reside in this county.

### GENERAL ALLEGATIONS

6. On February 7<sup>th</sup> and February 8<sup>th</sup> of 2012, Defendants executed a Promissory Note in favor of the Plaintiff in the face amount of \$500,000.00. A true and correct copy of the Promissory Note is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference.

7. Pursuant to the terms of the Note, Defendants were required to make monthly interest payments to Plaintiff, and then pay Plaintiff all principal and accrued but unpaid interest that was owed no later than February 5, 2013.

8. Despite several demands, Defendants have heretofore failed to repay Plaintiff the sum of \$375,000.00 plus accrued but unpaid interest that is rightfully owed under the Note.

9. All conditions precedent to the filing and maintenance of this action have been performed, or have been excused, satisfied or waived.

10. Plaintiff has been required to engage the services of the undersigned law firm in this action and is obligated to pay the undersigned firm a reasonable fee for their services. Pursuant to the Promissory Note that is attached hereto, Plaintiff is entitled to recover these fees from the Defendants.

### COUNT I: ACTION ON A NOTE

11. Plaintiff incorporates and re-alleges the allegations in paragraphs 1-10 of this Complaint as if more fully stated herein.

12. As discussed herein, on February 7<sup>th</sup> and 8<sup>th</sup> of 2012, Defendants executed and delivered to Plaintiff the Promissory Note attached hereto as Exhibit "A."

13. Pursuant to the terms of the Promissory Note, Defendants were jointly and severally obligated to make monthly interest payments on the Note, and then pay all amounts owed under the Note on or before February 5, 2013.

14. After the Defendants failed to pay the amounts owed when payment was due, Plaintiff sent a demand letter to Defendants' counsel demanding payment. Despite this demand, Defendants have failed to pay the sum of \$375,000.00 plus accrued but unpaid interest that is past due and owing under the Promissory Note.

WHEREFORE, Plaintiff respectfully requests the Court to enter a Joint and Several Final Judgment in its favor and against Defendants, awarding Plaintiff compensatory damages, prejudgment and post-judgment interest, the attorneys' fees and costs incurred in prosecuting this action, and any further relief that this Court deems just and proper.

**COUNT II: MONEY LENT (AGAINST BOTH DEFENDANTS)**

15. Plaintiff incorporates and re-alleges the allegations in paragraphs 1 through 10 of this Complaint as if more fully set forth herein.

16. As discussed herein, on or about February 7<sup>th</sup> or 8<sup>th</sup> of 2012, Plaintiff loaned the Defendants the sum of \$500,000.00. Defendants were jointly and severally obligated to make monthly interest payments on the Note, and then pay all amounts owed under the Note on or before February 5, 2013.

17. Defendants have repaid the sum of \$125,000.00, but have failed to pay the sum of \$375,000.00 (plus accrued but unpaid interest) that they owe to the Plaintiff. Plaintiff has demanded payment of the past due amounts, but Defendants have failed to pay the amounts rightfully owed. Defendants owe Plaintiff the sum of \$375,000.00 that is due with accrued but unpaid interest for money lent by Plaintiff to Defendants on or about February 7<sup>th</sup> or 8<sup>th</sup> of 2012.

WHEREFORE, Plaintiff respectfully requests the Court to enter a Joint and Several Final Judgment in its favor, and against Defendants, awarding Plaintiff compensatory damages,



prejudgment and post-judgment interest, the attorneys' fees and costs incurred in prosecuting this action, and any further relief that this Court deems just and proper.

DATED November 12<sup>th</sup>, 2013

Respectfully submitted,

**SIMKOVIC LAW FIRM, P.A.**

175 S.W. 7<sup>th</sup> St., Suite 2009

Miami, Florida 33130

Telephone: (305) 379-5554

Facsimile: (305) 379-4548

[martin@slfpa.com](mailto:martin@slfpa.com)

By: 

MARTIN S. SIMKOVIC

Fl. Bar No. 870625

# PROMISSORY NOTE

**\$500,000.00**

**MIAMI, FLORIDA**

**FEBRUARY 6, 2012**

FOR VALUE RECEIVED, the undersigned, **JOSE M GARCIA JR**, having a representative notice address of 2924 Alton Road, Miami Beach, Florida 33140, and **TIM MOSLEY**, having a representative notice address of 10395 SW 67<sup>th</sup> Avenue, Coral Gables, Florida 33156, (jointly and severally referred to as the "**MAKER**"), promises to pay to **DJMH MANAGEMENT, INC.**, and its respective successors and/or assigns (the "**HOLDER**"), having a representative address of 175 SW 7th Street, Miami, Florida 33130, or at such other place as the **HOLDER** of this **NOTE** may designate. In writing, the Principal sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, bearing interest at eighteen percent (18%) per annum, until paid in full as hereinafter provided, in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, Public and Private, at the time of payment. This **NOTE** is payable as follows:

**INTEREST SHALL BE DUE AND PAYABLE ON OR BEFORE THE FIFTH DAY OF EACH MONTH IN ARREARS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$7,500.00) PER MONTH FOR THE DURATION OF THE LOAN FOR A TOTAL OF NINETY THOUSAND DOLLARS AND 00/100 PER ANNUM. THE ENTIRE PRINCIPAL AMOUNT OF THIS NOTE PLUS REMAINING ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN ONE LUMP SUM BALLOON PAYMENT ON FEBRUARY 5, 2013 (THE "PAYMENT DATE").**

THIS **NOTE** MAY BE PREPAID, IN WHOLE OR IN PART, AT ANY TIME. IN THE EVENT THE **MAKER** CHOOSES TO PRE-PAY THE LOAN AT ANY TIME, HE SHALL BE OBLIGATED TO PAY THE PRINCIPAL AMOUNT PLUS: (I) ANY ACCRUED, BUT UNPAID INTEREST, OR (II) EIGHTY THOUSAND DOLLARS (\$80,000.00), WHICHEVER IS GREATER.

This **NOTE** is subject to the express condition that at no time shall **MAKER** be obligated or required to pay interest on the Principal Balance at a rate which could subject **HOLDER** to either civil or criminal liability as a result of being in excess of the maximum rate which **MAKER** is permitted by law to contract or agree to pay. If by the terms of this **NOTE** **MAKER** is at any time required or obligated to pay interest on the Principal Balance at a rate in excess of such maximum rate, the rate of interest under this **NOTE** shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the Principal Balance.

All payments made hereunder shall be by certified bank check delivered and made payable to **DJMH MANAGEMENT, INC.**, at 175 SW 7th Street, Miami, Florida 33130. It is understood and agreed that time is of the essence of this agreement, and if default be made in the payment of this **NOTE** and any one or more of such defaults shall have continued for a period of **FIVE (5) days** then the whole unpaid principal sum herein agreed to be paid shall at any time after the expiration of such **FIVE (5) days**, at the option of the **HOLDER** of this **NOTE**, become due and payable.

If the **HOLDER** has not received the full amount of any monthly payment within **Five (5) days** after the date it is due, the **MAKER** will pay a late charge to the **HOLDER**, the amount of the charge will be five percent (5%) of any overdue payment of principal and/or interest. The **MAKER** will pay this late charge promptly but only once on each late payment. Should a payment be made by check which is returned by the undersigned's bank there shall be assessed a returned check charge of twenty five and 00/100 (\$25.00) dollars and this **NOTE** shall be treated as if no payment had been made and the late charge and default provisions contained herein shall apply. Should a payment be made by check which is returned by the undersigned's bank, the holder of this **NOTE** may require subsequent payments due under this **NOTE** to be made by cashier's check or money order. Payment received after 2:00p.m. shall be credited to the next business day.

It is agreed that in the event any sums payable under this **NOTE** are not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions herein stated, said sums shall bear interest at the maximum legal rate until paid.

[THE FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID ON THIS NOTE]

The maker and endorser of this note are jointly and severally liable for the full payment of the **NOTE** and further waive demand, notice of non-payment and protest. In the event this **NOTE** is placed in the hands of an attorney for collection, or in case the **HOLDER** shall become a Party in any suit or legal proceeding in relation to the enforcement of the obligation evidenced by this **NOTE** or for the recovery or protection of said indebtedness, the undersigned **MAKER** in any such action shall pay all costs and expenses arising therefrom, including reasonable attorney fees, including costs and fees at all appellate levels.


 : Initials

EXHIBIT "A"

 : Initials

The **MAKER** and all others who may become liable for all or any part of the indebtedness evidenced hereby severally waive presentment for payment, protest, notice of protest and non-payment, and consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without notice to any of said parties, and without affecting their liability.

**WAIVER OF JURY TRIAL.** MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMISORY NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER IN ENTERING INTO THIS AGREEMENT AND MAKING THE LOAN OR EXTENSIONS OF CREDIT SECURED BY THE PLEDGE AND GUARANTY EXECUTED CONTEMPORANEOUSLY HERewith.

The **MAKER** and endorser of this **NOTE** waives demand, notice of non-payment and protest.

Jose M. Garcia

Tim Mosely

Signature Verification Notarization

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 27th day of February, 2012, by **JOSE M. GARCIA**, who is ☐ personally known to me as the person described in and who executed the foregoing or ☒ who has produced Florida Driver License as identification, and ☐ who did, ☒ did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Baltimore, Maryland, the day and year first written above.



Barbara J. Colledge  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 7 day of February, 2012, by **TIM MOSELY**, who is ☒ personally known to me as the person described in and who executed the foregoing or ☒ who has produced Driver License as identification, and ☐ who did, ☒ did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Baltimore, Maryland, the day and year first written above.



Mariela Padron  
Notary Public, State of Florida  
My Commission Expires: 2/24/2013

: Initials

: Initials