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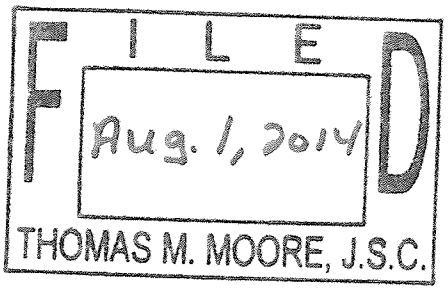


SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: GENERAL EQUITY
ESSEX COUNTY
DOCKET NO. ESX-C-277-13

JOHN J. HOFFMAN,
Acting Attorney General of New Jersey,
on behalf of LAURA H. POSNER,
Chief of the New Jersey Bureau of
Securities,

Plaintiff,

v.

GEORGE JOHN BUSSANICH,
a/k/a George John Bussanich, Sr.,
Individually and as President, Chief
Executive Officer and Managing Member
of Metropolitan Ambulatory Surgical
Center LLC;
GEORGE BUSSANICH, JR.,
Individually and as Member of
Metropolitan Ambulatory Surgical Center
LLC; and
METROPOLITAN AMBULATORY
SURGICAL CENTER LLC,
a New Jersey limited liability company,
f/k/a/ Metropolitan Medical & Surgical
Center, LLC;

Defendants,

CONSENT ORDER AND FINAL JUDGMENT AS TO ALL DEFENDANTS AND NOMINAL DEFENDANTS

and

MELANIE WHITNEY,
Individually;
WILMA MARIE BUSSANICH,
Individually;
KERRY ANN BUSSANICH,
Individually;
BRIDGEVIEW PHYSICAL THERAPY,
LLC,
a New Jersey limited liability company;
NORTHEAST ANESTHESIA
MANAGEMENT GROUP, LLC;
a New Jersey limited liability company,
f/k/a Northeast Anesthesia Group, LLC;
PALISADES REHAB AND SPINAL
CARE GROUP, LLC,
a New Jersey limited liability company;
METROPOLITAN SLEEP AND
DIAGNOSTIC TESTING LLC,
a New Jersey limited liability company;
PALISADES ANASTESIA
ASSOCIATES LLC,
a New Jersey limited liability company;
MGK HOLDINGS, LLC,
a New Jersey limited liability company;
and
MGK ENTERPRISES, INC.,
a New Jersey corporation,

Nominal Defendants.

THIS MATTER was brought before the Court by John J. Hoffman, Acting Attorney General of New Jersey ("Attorney General"), on behalf of Laura H. Posner, Chief of the New Jersey Bureau of Securities ("Bureau Chief" or "Plaintiff")[1] pursuant to N.J.S.A. 49:3-69(a) alleging violations of the New Jersey Uniform Securities Law (1997), N.J.S.A. 49:3-47 et seq. ("Securities Law"). On December 23, 2013, the Court entered an Order to Show Cause for

[1] Although this action was commenced on behalf of former Acting Bureau Chief Amy Kopleton, the caption has been revised to reflect the current Bureau Chief in accordance with R. 4:34-4.

Temporary Restraints Pursuant to R. 4:52 ("December 23, 2013 Order") appointing Kenneth I. Nowak, Esq. as Receiver ("Receiver") (Flavio L. Komuves, Esq., appearing) with the powers set forth in N.J.S.A. 49:3-69(c) and (d) and Title 14 of the New Jersey Statutes, Corporations, General, among other powers, and establishing a receivership estate (the "Receivership Estate") over: Defendants George John Bussanich, Sr. ("Bussanich-SR"), George Bussanich, Jr. ("Bussanich-JR") and Metropolitan Ambulatory Surgical Center, LLC ("MASC"); nominal defendant MGK Holdings, LLC ("MGK Holdings"), which the parties have agreed shall become a named defendant (with Bussanich-SR, Bussanich-JR and MASC collectively, "Defendants"); and nominal defendants Melanie Whitney ("M-Whitney"), Wilma Marie Bussanich ("W-Bussanich"), Kerry Ann Bussanich ("K-Bussanich"), Bridgeview Physical Therapy, LLC ("Bridgeview"), Northeast Anesthesia Management Group, LLC ("Northeast"), Palisades Rehab and Spinal Care Group, LLC ("Palisades Rehab"), Metropolitan Sleep and Diagnostic Testing LLC ("Metropolitan Sleep"), Palisades Anasthesia Associates LLC ("Palisades Anasthesia" [sic]) and MGK Enterprises, LLC ("MGK Enterprises") (collectively, "Nominal Defendants"). Plaintiff, through counsel (Joshua I. Sherman and Isabella T. Stempler, Deputy Attorneys General, appearing), defendants Bussanich-SR, MASC and nominal defendants W-Bussanich, Bridgeview, Northeast, Palisades Rehab, Metropolitan Sleep, Palisades Anastesia [sic], MGK Holdings and MGK Enterprises, through counsel (Jeffrey D. Smith, Esq. of DeCotiis FitzPatrick & Cole, LLP and Robert S. Wolf of Moses & Singer LLP, *pro hac vice* appearing), defendant Bussanich-JR through counsel (Gregory J. Bevelock, Esq. of the Law Office of Gregory J. Bevelock, LLC, appearing), and nominal defendants K-Bussanich and M-Whitney through counsel (Aidan P. O'Connor, Esq. of Pashman Stein, P.C., appearing) (collectively, "Parties") have agreed to resolve the issues in controversy set forth in the Verified Complaint filed in this

matter, which alleges violations of the Securities Law, on the terms set forth in this Consent Order and Final Judgment ("Consent Order"), which terms have, with the consent of Plaintiff, Defendants, Nominal Defendants and the Receiver, been reviewed and approved by the Honorable Thomas M. Moore, J.S.C.

FINDINGS OF FACT/CONCLUSIONS OF LAW

The Bureau Chief makes the following findings of fact and conclusions of law, which Defendants and Nominal Defendants neither admit nor deny:

1. Defendant Bussanich-SR is a resident of Park Ridge, New Jersey. He is the father of defendant Bussanich-JR and nominal defendants K-Bussanich and M-Whitney. From in or about March 2009 through in or about July 2013 ("Relevant Time Period"), defendant Bussanich-SR was a member, Chief Executive Officer and President of defendant MASC with full control over defendant MASC's finances. Defendant Bussanich-SR has never been registered with the Bureau in any capacity.

2. Defendant Bussanich-JR is a resident of Upper Saddle River, New Jersey. He was last registered with the Bureau from October 4, 2006 through December 31, 2011 as an agent of a broker-dealer, Kovack Securities, Inc. ("Kovack"). Defendant Bussanich-JR was terminated from Kovack on December 31, 2011 for failing to disclose an outside business activity.

3. Defendant MASC, formerly known as Metropolitan Medical & Surgical Center, LLC, is a New Jersey limited liability company formed on or about April 19, 2007, and was located in Cliffside Park, New Jersey, during the Relevant Time Period.

4. Defendant MASC is not a surgical center. Its purported business purpose is to act as "a holding company for all of the managing of medical clinics" owned by defendant

Bussanich-SR, which includes managing the staffing and billing for the Bussanich Clinics. MASC's purported purpose also includes funding Bridgeview, Northeast, Palisades Rehab, Metropolitan Sleep, Palisades Anastesia [sic], MGK Holdings and MGK Enterprises (collectively, the " Bussanich Entities"). Defendant MASC has never been registered with the Bureau in any capacity.

5. Defendant MGK Holdings is a New Jersey limited liability company formed on or around May 20, 2010 to act as a holding company. Its purported business purpose is lawsuit pre-settlement funding.

6. Nominal defendant M-Whitney is a resident of Upper Saddle River, New Jersey. She has never been registered with the Bureau in any capacity.

7. Nominal defendant W-Bussanich is a resident of Park Ridge, New Jersey. She is the wife of defendant Bussanich-SR and the mother of defendant Bussanich-JR and nominal defendants M-Whitney and K-Bussanich. Nominal defendant W-Bussanich has never been registered with the Bureau in any capacity.

8. Nominal defendant K-Bussanich is a resident of Park Ridge, New Jersey. She has never been registered with the Bureau in any capacity.

9. Nominal defendant Bridgeview is a New Jersey limited liability company formed on or around September 14, 2005.

10. Nominal defendant Northeast is a New Jersey limited liability company formed on or around September 27, 2011 under its former name, Northeast Anesthesia Group, LLC.

11. Nominal defendant Palisades Rehab is a New Jersey limited liability company formed on or around April 15, 2009. Its purported business purpose is pain management.

12. Nominal defendant Metropolitan Sleep is a New Jersey limited liability company formed on or around January 18, 2008.

13. Nominal defendant Palisades Anastesia [sic] is a New Jersey limited liability company formed on or around May 14, 2009.

14. Nominal defendant MGK Enterprises is a revoked New Jersey corporation formed on or around September 4, 1997. Its purported business purpose is lawsuit pre-settlement funding.

A. The Offer and Sale of the MASC Notes

15. During the Relevant Time Period, defendants Bussanich-SR, Bussanich-JR, and defendant MASC through defendants Bussanich-SR and Bussanich-JR, raised approximately $4,271,792.53 from the fraudulent offer and sale of the MASC Notes and investment contracts.

16. The MASC Notes were sold to approximately thirty one (31) New Jersey investors, some of whom made multiple investments in the MASC Notes and/or investment contracts.

17. The MASC Notes state, in relevant part, that:

    a. they mature at the end of a five (5) year period, with one note maturing at the end of one (1) year;

    b. they offer annual interest rates ranging from 6% to 8%;

    c. interest payments shall be paid on a monthly schedule, beginning the first month after the date of the note; and

    d. in the event of "a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit[,]" the MASC Note and other obligations of the Borrower to the Lender shall be due immediately.

18. Bussanich-SR, Bussanich-JR and/or MASC offered and sold investment contracts through "handshake" deals with terms similar to the MASC Notes.

19. The MASC Notes and investment contracts are securities as defined in N.J.S.A 49:3-49(m) of the Securities Law.

20. The MASC Notes and investment contracts were unsecured -- whether by real or valuable collateral or otherwise -- and uninsured.

21. The MASC Notes and investment contracts were not registered with the Bureau, not "federally covered" nor exempt from registration.

22. Defendants Bussanich-SR and Bussanich-JR, jointly or singularly, and defendant MASC through defendants Bussanich-SR and Bussanich-JR, offered and/or sold the MASC Notes and/or investment contracts to investors, including certain of defendant Bussanich-JR's clients at Kovack when he was employed there.

23. In or about October 2012, MASC issued an Addendum to the MASC Notes reflecting: (a) the transfer of the investors' accounts from a self-directed individual account custodian in Texas ("Texas Custodian") to one located in New Jersey ("New Jersey Custodian"); and (b) a change in the terms of the MASC Notes in that interest would be paid quarterly rather than monthly as previously paid.

24. Defendants Bussanich-SR and/or Bussanich-JR, and MASC through defendants Bussanich-SR and/or Bussanich-JR, made materially false and/or misleading statements to investors in connection with the offer and sale of the MASC Notes including, but not limited to, that investor funds would be used for:

    a. cash flow;

    b. equipment and construction costs;

c. day-to-day expenses;

d. salaries;

e. different ways of business;

f. different business areas;

g. business expansion;

h. various projects; and/or

i. cars for transporting patients.

B. Misuse of Investor Funds

25. Investor funds were used for purposes other than those disclosed to investors.

26. Defendant Bussanich-SR and nominal defendant W-Bussanich were the only authorized signers on the MASC Account, and the only persons with debit cards for the MASC Account.

27. Investor funds were deposited into the MASC Account and commingled with other funds deposited into the MASC Account -- including funds transferred from the Bussanich Entities. There were numerous transfers of the commingled investor funds between MASC and the Bussanich Entities to the point that investor funds lost their identity except a few instances where investor funds could be distinctly identified.

28. Investors had no control over how their funds would be used.

29. The commingled investor funds were treated by Bussanich-SR as his "personal slush fund."

30. Specifically, the commingled investor funds were used:

a. by defendant Bussanich-SR and nominal defendant W-Bussanich for shopping, dining, airline travel, and entertainment, among other things, through the MASC Account debit card;

b. to fund checks payable to defendants Bussanich-SR and Bussanich-JR, and nominal defendants W-Bussanich, K-Bussanich and M-Whitney totaling at least $259,582.55;

c. to fund checks payable to "Cash" totaling at least $257,637.43, many of which were cashed by defendants Bussanich-SR and Bussanich-JR, and nominal defendants W-Bussanich, K-Bussanich and M-Whitney;

d. to fund cash withdrawals at bank tellers and ATMs totaling at least $853,117.71;

e. to fund loans to patients of Bridgeview, Northeast, Palisades Rehab, Metropolitan Sleep and/or Palisades Anastesia [sic], and to defendant Bussanich-JR, nominal defendant M-Whitney, family members and others;

f. to fund loans for mortgage payments;

g. to fund transfers totaling $50,485.41 to TD Bank account xxx6228 held in the name of Sofia MB LLC ("Sofia MB Account"), an account for which defendant Bussanich-JR and his wife were the authorized signers, purportedly created to benefit defendant Bussanich-JR's young daughter, which defendant Bussanich-JR and his wife used like a personal account;

h. to directly deposit $47,150.00 into TD Bank Account xxxx2091 for defendant Bussanich-JR's personal use; this account is held in the name of defendant Bussanich-JR's two (2) year old daughter and defendant Bussanich-JR is the authorized signer;

i. to fund a loan to nominal defendant M-Whitney in the amount of $854,853.80 to purchase a home in Surf City, New Jersey;

j. to fund a loan to nominal defendant M-Whitney in the amount of $191,037.05 to purchase a home in Upper Saddle River, New Jersey;

k. to fund a loan to defendant Bussanich-SR for $420,000 to use as a down payment for his home in Surf City, New Jersey; and

l. to purchase the following cars for the personal use of the Bussanich family members:

(1) 2006 Mercedes ML350;

(2) 2007 Maserati Quattroporte;

(3) 2007 Ford Pick-Up;

(4) 2008 Range Rover;

(5) 2008 Ferrari F430 Spyder;

(6) 2009 Maserati Quattroporte; and

(7) 2010 Land Rover Sport.

31. Certain of the commingled investor funds in the MASC Account were repeatedly transferred to and among the Bussanich Entities.

32. Defendants Bussanich-SR and/or Bussanich-JR, and MASC through defendants Bussanich-SR and/or Bussanich-JR, omitted material information to investors in connection with the offer and sale of the MASC Notes including, but not limited to:

a. the MASC Notes were not registered with the Bureau nor exempt from state or federal regulation;

b. defendant Bussanich-SR was not registered with the Bureau to sell securities;

c. defendant Bussanich-JR was not registered with the Bureau to sell the MASC Notes;

d. investor funds would be commingled with other funds;

e. the commingled investor funds would be used by the Bussanich family for their personal use and benefit;

f. the commingled investor funds would be used to make loans to third parties;

g. the commingled investor funds would be used to purchase high end vehicles for the personal benefit of the Bussanich family members;

h. the commingled investor funds would be treated by defendant Bussanich-SR as his personal slush fund; and

i. the transfer of the MASC Notes to the New Jersey Custodian was prompted by the Texas Custodian's concern that the MASC Notes might be unregistered securities, and demand that defendant MASC make the appropriate federal or state filings or produce an opinion letter from an attorney stating that the MASC Notes were not securities before processing any further MASC Note transactions.

33. Defendant MASC, through Bussanich-SR, violated the antifraud provisions of the Securities Law, specifically, N.J.S.A. 49:3-52(b) and (c), sold unregistered securities in the form of the MASC Notes and investment contracts, in violation of N.J.S.A. 49:3-60, and employed unregistered agents, in violation of N.J.S.A. 49:3-56(h).

34. Bussanich-SR violated the antifraud provisions of the Securities Law, specifically, N.J.S.A. 49:3-52(b) and (c), sold unregistered securities in the form of the MASC Notes and investment contracts, in violation of N.J.S.A. 49:3-60, and acted as an agent without registration, in violation of N.J.S.A. 49:3-56(a).

35. Bussanich-JR violated the antifraud provisions of the Securities Law, specifically, N.J.S.A. 49:3-52(b) and (c), sold unregistered securities in the form of the MASC Notes and investment contracts, in violation of N.J.S.A. 49:3-60, and acted as an agent without registration, in violation of N.J.S.A. 49:3-56(a).

36. The Defendants and Nominal Defendants were unjustly enriched by the Defendants' violations of the Securities Law.

THEREFORE, based on the Bureau Chief's foregoing findings of facts and conclusions of law, it is on this 1st day of August, 2014, ORDERED AND AGREED THAT:

PERMANENT INJUNCTION

37. Defendants Bussanich-SR, Bussanich-JR, MASC and MGK Holdings, individually and by or through any person, corporation, business entity, agent, employee, broker, partner, officer, director, attorneys-in-fact, stockholder, and/or any other person who is directly or indirectly under their control or direction, are PERMANENTLY ENJOINED AND RESTRAINED from directly or indirectly:

a. violating the Securities Law, including its anti-fraud provisions, N.J.S.A. 49:3-52(a) - (d);

b. acting in the securities business in New Jersey as an agent as defined in N.J.S.A. 49:3-49(b), a broker-dealer as defined by N.J.S.A. 49:3-49(c), an investment adviser as defined in N.J.S.A. 49:3-49(g), or an investment adviser representative as defined in N.J.S.A. 48:3-49(s);

c. issuing, offering for sale or selling, offering to purchase or purchasing, distributing, promoting, advertising, soliciting, negotiating, advancing the sale of

and/or promoting securities, or advising regarding the sale of any securities, in any manner to, from or within New Jersey, except that Bussanich-SR and Bussanich-JR may buy or sell securities for their own accounts through registered broker-dealers;

d. engaging in the conduct described above in Paragraphs 15-36; and

e. controlling and acting as an officer and/or director of an issuer offering for sale or selling any security.

38. Bussanich-SR and Bussanich-JR agree to never apply to the Bureau to be a broker-dealer, an agent, investment adviser, or investment adviser representative as defined by the Securities Law.

CIVIL MONETARY PENALTIES

39. A civil monetary penalty may be imposed on defendants Bussanich-SR, Bussanich-JR, MASC and MGK Holdings pursuant to N.J.S.A. 49:3-70.1 for each violation of the antifraud and registration provisions of the Securities Law of not more than $10,000 for the first violation and not more than $20,000 for a second and each subsequent violation. In view of the specific facts of this case including, but not limited to, the permanent injunction agreed to by defendants Bussanich-SR, Bussanich-JR, MASC and MGK Holdings set forth above, the civil monetary penalty is reduced. Defendants Bussanich-SR, Bussanich-JR, MASC and MGK Holdings are jointly and severally assessed a civil monetary penalty pursuant to N.J.S.A. 49:3-70.1 for violations of the Securities Law stated above in the amount of One Million Dollars ($1,000,000), for violations of N.J.S.A. 49:3-52(b), N.J.S.A. 49:3-52(c), N.J.S.A. 49:3-56(a), N.J.S.A. 49:3-56(h) and N.J.S.A. 49:3-60, which shall be paid to the Bureau, and is remedial and not punitive in

nature. The civil monetary penalty shall be deposited into the Securities Enforcement Fund, pursuant to N.J.S.A. 49:3-66.1. Payment shall be made in accordance with Paragraphs 43 and 49 of this Consent Order.

RESTITUTION

40. Defendants Bussanich-SR, Bussanich-JR, MASC and MGK Holdings are jointly and severally liable to Plaintiff for restitution in the amount of $4,074,095.06 to the investors who purchased the MASC Notes and/or investment contracts. Payment shall be made in accordance with Paragraphs 43 and 49 of this Consent Order.

FINAL JUDGMENT

41. Final judgment in the amount of $5,074,095.06 is entered jointly and severally against Bussanich-SR, Bussanich-JR, MASC and MGK Holdings pursuant to N.J.S.A. 49:3-70.1 for violations of N.J.S.A. 49:3-52(b), N.J.S.A. 49:3-52(c), N.J.S.A. 49:3-56(a), N.J.S.A. 49:3-56(h) and N.J.S.A. 49:3-60, constituting $4,074,095.06 in restitution and One Million Dollars ($1,000,000.00) as a civil monetary penalty.

ADDITIONAL PROVISIONS

42. **Temporary restraints from December 23, 2013 Order lifted.** The temporary restraints set forth in Paragraphs 15-22 of the December 23, 2013 Order are hereby vacated.

43. **Receivership terminated.** Upon the later of the entry of this Consent Order by the Court or the deposit of at least Three Million, Five Hundred Thousand dollars of the funds described in Paragraph 49, both of which must occur, the Receivership imposed as set forth in Paragraphs 23-31 of the December 23, 2013 Order will terminate pursuant to N.J.S.A. 14A:14-19, and the Defendants will be discharged from any and all obligations imposed upon them as set forth in Paragraphs 32-33 of the December 23, 2013 Order.

44. **Certain provisions of receivership order survive.** Notwithstanding the foregoing, Paragraphs 26 and 27 of the December 23, 2013 Order, setting forth the limits to the former Receiver's liability and entitlement to seek and obtain compensation for his services and those of the Receivership, shall survive the dissolution of the Receivership, and are incorporated into this Order by reference. The limitations on liability shall be equally applicable to any functions performed by the Receiver in the role of Payment Agent, as well as the professionals engaged by the Receiver or Payment Agent and their employees.

45. **Restoration of rights to defendants.** Upon the entry of this Consent Order by the Court and the deposit of the funds described in Paragraph 43, whichever is later, except as otherwise provided herein, Defendants and Nominal Defendants shall be re-vested with full rights in all of their property and franchises as if the Receiver had not been appointed.

46. Upon the entry of this Consent Order by the Court and the deposit of the funds described in Paragraph 43, whichever is later, the Receiver or the Plaintiff (as may be decided by further agreement between them), shall possess certain limited powers as payment agent ("Payment Agent"), as more particularly set forth below.

47. **Payment Agent; powers.** Upon entry of this Order, the Payment Agent shall possess the following limited powers as more particularly set forth in this Order and any accompanying agreement:

    a. To possess any funds in the Receiver's Bank Accounts (as defined below) as of the date of the entry of this Consent Order, together with the additional stipulated

proceeds that are to be deposited in the Payment Agent's Bank Account pursuant to Paragraph 49 (Funding) of this Consent Order.

b. To pay from the funds described in Paragraphs 47(a), 49 and 55(a), excluding certain claims identified in Paragraph 50 of this Consent Order, the following claims: (1) known federal tax assessments; (2) the reasonable expenses of the Receiver / Payment Agent and his professionals, both before and after the entry of this Order, in the amount allowed by the Court; (3) the costs and fees of court-ordered mediation before Dennis M. Cavanaugh of McElroy, Deutsch, Mulvaney & Carpenter, LLP; (4) those secured creditor or lienholders who elected to file a Proof of Claim, which in this matter is limited to the tax collector of one municipality, the Borough of Surf City, notwithstanding that all municipal tax collectors where any Defendant or Nominal Defendant owned real property known to the Receiver were provided with a Notice to Creditors and a copy of a Proof of Claim; (5) the claims of persons or groups of persons who hold MASC notes or have loaned money to or invested in MASC, regardless of which account into which the money was deposited ("Investors") as identified in, and in the amount set forth in, the list of investors and amounts certified by Bussanich-SR and Bussanich-JR, annexed as Exhibit A ("Investor List"); (6) the initial $150,000 of the civil monetary penalty that has been imposed and assessed on Defendants by this Order; and (7) Trade Creditors (as identified below) in the amount of their respective debts. All payments made by the Payment Agent to Investors shall be in satisfaction, in whole or in part, of the judgment for restitution entered against Bussanich-SR, Bussanich-JR, MASC and MGK Holdings. If any sums remain

after the above-mentioned payments, such sums will be applied toward the balance of the civil monetary penalty Defendants have agreed to pay. Upon transfer to the Payment Agent of the funds described in Paragraph 43, the Payment Agent shall pay in full the claims of: those Investors whose notes are past due as of the date of this Consent Order, the Internal Revenue Service and the Borough of Surf City. The Payment Agent will also set aside but not pay an amount of money sufficient to cover the fees and expenses of the Receiver and his professionals through the date of this Order, for which the Receiver intends to apply to the Court for approval (the "Professionals' Reserve"). Upon the transfer to the Payment Agent of additional funds, as described in Paragraph 49, the Payment Agent will pay these claims in the following order when there are sufficient funds on deposit with the Payment Agent to pay each claim in full while also continuing to set aside the funds in the Professionals' Reserve: (a) Investors whose notes are not yet due; (b) an initial civil monetary penalty payment of $150,000 (one hundred fifty thousand dollars); and (c) Trade Creditors. **No payment on any claim excluded by Paragraph 50 shall be paid to, or accepted by, any such claimant, until all claimants in categories 1-7 set forth in this subparagraph are paid in full. Any claims or payments not made by the Receiver or Payment Agent under this paragraph shall become the sole responsibility and liability of the Defendants and Nominal Defendants and shall not be the responsibility in any manner of the Payment Agent, Receiver or Receivership.**

c. An "Allowed Claim" shall mean any Claim which has been actually filed or on or before the bar date, or which is deemed timely filed by the terms of this Order, and such Claim has been allowed in whole or in part by (i) the terms of this Order; (ii) a resolution reached with the Payment Agent or (iii) another Order of this Court.

d. The payee of an Allowed Claim, by accepting and negotiating the instrument of payment, agrees that such payment shall operate as an irrevocable, full and final release of any further claims against the Receiver, the Receivership and the Payment Agent. When payments for Allowed Claims are transmitted to the payees, the Payment Agent shall include a notice conspicuously stating that the acceptance and negotiation of the payment operates as an irrevocable, full and final release of any further claims against the Receiver, the Receivership and the Payment Agent. In the case of payments made to custodians of Individual Retirement Accounts for written or verbal notes held in such accounts, such irrevocable, full and final release shall apply to both the custodian and the IRA account holder, regardless of who negotiates the instrument of payment, and shall further operate as a cancellation of the note on which payment is made.

e. For the avoidance of doubt, the "Receiver's Bank Accounts" constitute the following accounts currently open at TD Bank (last 4 numbers only): xx6524, xx2207, xx6284, xx1500, xx9870, xx1568, xx6532, xx8009, xx2785, xx3999, and xx3981.

f. Plaintiff and Defendants retain the right to contest fees and costs of the Receiver and the professionals that have not yet been submitted and circulated for review. However, the 10-day review period for all fees and expenses previously circulated

has now lapsed and Plaintiff and Defendants have no right to file contesting papers. The Court retains the power to approve, disapprove, or modify any compensation request in accordance with the March 11, 2014 Administrative Order, regardless of the lapse of the 10-day objection period. Immediately upon the entry of the Order resolving the professionals' compensation request, the Payment Agent may pay the professionals and the Receiver/Payment Agent the amounts approved by the Court from the Professionals' Reserve. Any surplus remaining shall be applied to the civil monetary penalty described in Paragraphs 39 and 55.

48. **Plan for review, resolution, and payment of claims.**

a. The Proofs of Claim filed by the following Trade Creditors:

Aetna, Inc.	$ 3,505.10
Malvina Krupatkin	$ 9,163.00
UBS Bank USA	$ 14,402.88

shall be Allowed Claims unless, as a result of further negotiation, such trade creditor(s) reduce their Proof of Claim (in which case the claim shall be an Allowed Claim in such lesser amount) or withdraw their Proofs of Claim. Reduction or withdrawal of a claim shall be by means of a notarized writing filed with the Payment Agent irrevocably consenting to the reduction or withdrawal, and relieving and releasing the Receiver, Receivership and Payment Agent for any additional claims. Such claims shall have the status of general unsecured claims.

b. The Claims of Investors will be allowed in the amounts stated on the Investor List annexed as Exhibit A. The Receiver has provided the Plaintiff and Defendants with true copies of the Proofs of Claim filed with the Receiver (and any amendments to such Proofs of Claim), and where there are variances between the Proofs of Claim and Exhibit A, letters were sent to such investors on or about July 24, 2014 extending an opportunity to comment or object to the changes in the amount of the allowed claim. If an objection is received, the Court shall resolve it prior to the Payment Agent making any payments made from the fund described in Paragraph 47(a), 49 and 55(a). If a claimant does not submit any timely objection, this constitutes their consent to their claim being reduced to the amount stated in Schedule A. Such claims shall have the status of general unsecured claims.

c. The Proof of Claim of the Borough of Surf City is allowed as a secured claim in the amount of $ 6,316.27, plus any interest, fines, or penalties due as of the date of payment. Nothing in this provision shall be deemed to confine, constrict, limit or prevent any taxing authority or entity, including the Borough of Surf City, from making or assessing additional claims, but no such claims shall be paid by, nor be the responsibility of, the Payment Agent, Receiver or Receivership and shall solely and exclusively be the responsibility of the Defendants and Nominal Defendants.

d. The following assessments of the Internal Revenue Service were made known to the Receiver by the Defendants, and such assessments as listed below, plus

interest, fines, or penalties due as of the date of payment, are to be treated as Allowed Claims:

Metropolitan Sleep (tax year 2010)	$4,268.58
George & Wilma Bussanich (tax year 2010)	$10,475.67
George & Wilma Bussanich (tax year 2011)	$ 9,755.83

Nothing in this provision shall be deemed to confine, constrict, limit or prevent any taxing authority or entity, including the Internal Revenue Service, from making or assessing additional claims, but no such claims shall be paid by, nor be the responsibility of, the Payment Agent, Receiver or Receivership and shall solely and exclusively be the responsibility of the Defendants and Nominal Defendants.

e. Payments for investments held in an Individual Retirement Account shall be made to the custodian of such account, not the account owner.

49. **Funding**. In addition to the funds deposited pursuant to Paragraph 43, within 45 days of the entry of this Consent Order by the Court, Defendants shall deposit with the Payment Agent, pursuant to one or more commercial term loan(s) and/or funding arrangement(s) with an individual private lender, a sufficient amount of money (currently estimated to be approximately $1 million assuming the payment in Paragraph in 43 is in fact $3.5 million), which, along with the other funds in the Receivership Estate on the date of entry of this Consent Order or which may come into the possession of the Receivership Estate or the Payment Agent, shall be used to make all the following payments in full (in the order set forth in Paragraph 47(b) and as described in Paragraph 48: (1) the known federal tax assessments; (2) the reasonable expenses of the Receiver and his

professionals, in the amount allowed by the Court, through the date of the entry of this Order; (3) mediation fees and costs; (4) moneys owed to the Borough of Surf City, New Jersey as claimed in its Proof of Claim; (5) allowed claims owed to Investors to the persons and in the amounts set forth in Exhibit A; (6) an initial civil monetary penalty payment of $150,000 (one hundred fifty thousand dollars); and (7) allowed claims owed to Trade Creditors. For fees of the Receiver/ Payment Agent and his professionals incurred after the entry of this Order, there shall be an additional deposit of $5,000 made for those fees within 45 days of the entry of this Order. The Receiver shall make application for those post-judgment fees and within 45 days of the entry of an Order by the Court setting the final amount of post-judgment fees due to the Receiver, his professionals and the Payment Agent, Defendants shall deposit the funds necessary to pay the allowed amount of post-judgment fees, less the $5,000 deposit; if the allowed post-judgment fees are less than $5,000, the balance will be returned to Defendants. For the avoidance of doubt, "funds in the Receivership Estate" includes, in addition to the funds provided by the individual private lender, all money on deposit in the "Receiver's Bank Accounts."

50. **Excluded Claims.** These filed proofs of claim shall be solely the responsibility of the Defendants and Nominal Defendants, and not an obligation of the Payment Agent, Receiver or the Receivership, and are not payable or owed from the Fund described in Paragraph 47(a). To evidence the exclusion of these claims from the amounts owed by the Payment Agent, Receiver or the Receivership, and as a condition of any payments being made from the fund described in Paragraphs 47(a), 49 and 55(a), such claims must be excluded by order of the Court or the Payment Agent must receive from such excluded

claimants a notarized writing irrevocably consenting to the withdrawal of the claim, and relieving and releasing the Receiver, Receivership and Payment Agent from or for any additional claims:

a. any claims asserted by the Plaintiff in V&W Anesthesia v. Palisades Anestesia [sic], No. BER-L-8350-11, and the counterclaims therein; the claims, defenses, and allegations therein will instead be returned to the plaintiffs and defendants therein in their pre-Receivership status, including responsibility for payment of all fees and costs;

b. any claims asserted by, or included in a Proof of Claim submitted by, Barry Fredson, Esq. and the firm of Fredson & Stratmore, LLC, for legal services provided for or in connection with Defendants, Nominal Defendants in any manner at any time, and provided for or in connection with V&W Anesthesia v. Palisades Anestesia [sic], No. BER-L-8350-11, including interest; and

c. the claims filed by the Law Offices of Gregory Bevelock, LLC and DeCotiis FitzPatrick & Cole, LLP, or any other attorney or professional who has rendered services to the Defendants or Nominal Defendants in this case or matter at any time (including but not limited to Moses & Singer LLP and Pashman Stein P.C.), whether they filed a timely proof of claim or not.

51. As to the claims excluded by the foregoing paragraph, there shall be no discharge of such debt or claim as against the Defendants and Nominal Defendants, and such parties/ claimant(s)/creditor(s) retain all their rights and remedies against the Defendants and Nominal Defendants.

52. **Defendants and Nominal Defendants to reassume all obligations, including Tax Claims.** Upon entry by the Court of this Order, Defendants and Nominal Defendants shall be re-vested with all obligations, debts, duties, and liabilities of any kind and character, including those for Tax Claims.

53. **Proof of Claim deadline reaffirmed; bar on claims against Receivership.** Paragraph 48 of this Consent Order addresses all proofs of claim filed by the June 19, 2014 deadline. Except for reductions or withdrawals of previously filed Proofs of Claim expressly allowed by this Order, any other Proof of Claim filed after that date is untimely and shall be barred and denied, and the Receiver, Receivership and Payment Agent shall have no obligation to any such claimant. Such claimant may only seek relief from Defendants. As to any other claim to or demand for money or payment from the Receiver, Receivership or Payment Agent, known or unknown, from any period of time, from any person or entity, that was made in the form of a timely or untimely Proof of Claim, or by any other means however denominated, such claim or demand is likewise forever and fully extinguished, barred and denied, and the Receiver, Receivership, and Payment Agent shall be absolved and released from any obligation to make any payment or accede to any demand, whether in a Proof of Claim or not. This extinguishment and bar of claims includes but is not limited to any claim of any nature made by any Defendant or Nominal Defendant to this case, or by any related person or entity, or person or entity on their behalf, including trade creditors, concerning, arising from, or related to any matter involving the operation of the entities, payments of bills or taxes for the entities or individuals, or any aspect of the administration of the Receivership (other

than Defendants' right to challenge the Receiver's and professionals' fees to the extent provided in Paragraph 47(f)).

54. **Wilma Bussanich/NJT Settlement.** Pending before the Court is a motion to approve a settlement of tort litigation between Wilma Bussanich and New Jersey Transit, and to provide for allocation of the proceeds of that settlement. The Court will decide that motion by separate Order and notify the Parties.

55. **Payment of Civil Penalty.** Defendants will pay the $1,000,000 (one million dollar) civil penalty assessed against them for violations of the Securities Law in the following manner.

a. As set forth above, Defendants agree that the funds to be deposited with the Payment Agent described in Paragraphs 43 and 49 shall be sufficient to cover in full: (1) the federal tax assessments; (2) the allowed expenses of the Receiver and his professionals, and mediation fees and costs; (3) moneys owed to the Borough of Surf City, New Jersey; (4) all allowed claims owed to Investors; (5) an initial civil penalty payment of $150,000 (one hundred fifty thousand dollars); and (6) all allowed claims owed to Trade Creditors.

b. Defendants shall thereafter pay $600,000 (six hundred thousand dollars) as a civil penalty over 3 years in monthly installment payments. These monthly payments will commence eight months after entry of judgment. The first monthly payment will be in the amount of $16,665.66 and the remaining monthly payments will be in the amount of $20,833.33. All regular monthly penalty payments shall be made by certified check, bank check or an attorney trust account check, payable to the "State of New Jersey, Bureau of Securities," and delivered to the Bureau of

Securities, 153 Halsey St., 6th Floor, Newark, NJ 07102, to the attention of the Bureau Chief. As set forth above, the civil penalty moneys shall be deposited by the Bureau into the Securities Enforcement Fund pursuant to N.J.S.A. 49:3-66.1.

c. $250,000 (two hundred fifty thousand dollars) of the $1,000,000 (one million dollar) civil penalty is suspended and will be forgiven if Defendants pay $750,000 (seven hundred fifty thousand dollars) within three (3) years of the entry of judgment.

If any civil penalty payment is more than forty (40) days late, Plaintiff may, without notice or demand, declare the unpaid portion of the $1,000,000 (one million dollar) penalty immediately due and payable.

56. **Source of Funds.** As referenced above, an individual private lender is loaning money to Defendants to be used towards settlement of this action. The Defendants' lender is himself borrowing these funds from another source. At plaintiff's request, on July 2, 2014, the Honorable Thomas M. Moore, J.S.C. called and spoke with Defendants' lender's counsel to discuss the loan from this other source to Defendants' lender. Plaintiff enters into this Consent Order in reliance on Judge Moore's statements at the July 2, 2014 hearing that, after an "extensive discussion" with Defendants' lender's counsel, the Court is "satisfied" that the money is being loaned to Defendants' lender in "an arm's length commercially reasonable transaction ... that has been vetted and explored," and that "personal assets and business are being used as a security for this loan."

57. **Unqualified release and hold-harmless for Receiver, the Bureau and Plaintiff for Any and All Tax Claims.**

a. Upon the execution of this Order, the Receiver (in any capacity, including but not limited to as Receiver, Payment Agent, individual, partnership, or personal), the Bureau and Plaintiff (in any capacity including as Payment Agent), are released, discharged and relieved, fully and finally, from any obligation or duty to file or pay any Tax Claims or returns (as defined in subparagraph (b)). The Parties agree and the Court orders that the purpose of this Order is to fully and finally release, absolve and protect the Receiver, the Bureau and Plaintiff from any duties, obligations, debts, liabilities for Tax Claims, returns, or liabilities, regardless when the claim arose or was made. In the event any claim, suit, demand, or lien is lodged, made or filed against the Receiver, the Bureau or Plaintiff in any capacity or at any time by any person, entity or governmental or taxing authority, entity or agency, the Defendants and Nominal Defendants will inform the party making such claim or demand that the Receiver, the Bureau or Plaintiff is not liable and not a proper party due to this Order. The Defendants and Nominal Defendants are ordered to hold the Receiver, the Bureau and Plaintiff harmless and indemnify them for any such claim. As set forth in Paragraph 26 of the December 23, 2013 Order, Defendants' and Nominal Defendants' indemnification of the Receiver includes the costs and expenses of defending such claims.

b. "Tax Claims" shall mean any and all known or unknown claims by, or payable or owed to, any governmental or taxing agency, authority or entity (municipal, county, state, federal, or otherwise), for any kind of taxes, owed by or claimed against a Defendant or a Nominal Defendant (including any spouse, sibling, parent, child, or business entity in which any Defendant or Nominal Defendant

has any ownership interest) including but not limited to, income, property, payroll, employer, or business taxes, regardless of when in the past, present or future, the tax was incurred, was owed, due, or arose, or claim therefor was or will be made, including the obligation to file or amend any tax returns (whether or not a formal demand for filing has been made by a taxing authority). "Tax Claims" also includes any liens, penalties, fines, fees, interest, assessments, or other forms of payment arising from or related to any of the foregoing.

58. The Parties acknowledge that the Receiver/Payment Agent, in collecting restitution and/or penalties from defendants Bussanich-SR, Bussanich-JR, MASC and MGK Holdings following the entry of this Consent Order, is acting to enforce Plaintiff's police and regulatory power.

59. Defendants shall not represent or imply that any act or practice hereinafter used or engaged in by Defendants or Nominal Defendants has been required or approved, in whole or part, by the State of New Jersey, the Attorney General of New Jersey, the Division of Law, the Bureau or any New Jersey agencies, agents, employees or subdivisions.

60. Upon any Triggering Event defined below, the Bureau and/or Bureau Chief may:

a. commence an action in court to enforce this Consent Order and collect the entire $1,000,000 (one million dollar) civil monetary penalty, any unpaid part of the Judgment referenced in Paragraph 40 above for restitution, and any unpaid sum due under this Order. The Judgment shall be due immediately upon entry; and/or

b. take any action permitted by law.

61. In the event the Bureau and/or Bureau Chief choose, at their sole discretion, to assert rights under the prior paragraph of this Consent Order, defendant shall not assert any defenses based on jurisdiction, lack of standing, statutes of limitations, or statutes of repose, all of which defenses are hereby waived.

62. A "Triggering Event" is defined to include the following circumstances:

a. Defendants' violation or breach of any provision of this Consent Order;

b. the filing of a bankruptcy petition by, on behalf of or against any Defendant within ninety-one (91) days of the execution of this Consent Order;

c. the initial filing or commencement by Defendants and/or Nominal Defendants (including their representative(s), predecessor(s), successor(s), assign(s), or any person or entity under their control), or a trustee in bankruptcy, of any proceeding or litigation (e.g., adversary proceeding in a bankruptcy court or otherwise), against the Bureau Chief that seeks to affect the Bureau Chief's rights or benefits under this Consent Order in any manner whatsoever; or

d. a determination by any court or tribunal that any aspect of this Consent Order is not a non-dischargeable debt or is subject to a material modification.

63. In the event the Receiver becomes the Paying Agent and is thereafter discharged in this matter, and portions of the Final Judgment remain unsatisfied, all payments made thereafter by Defendants in connection with this Consent Order shall be made by certified check, bank check or an attorney trust account check, payable to the "State of New Jersey, Bureau of Securities," and delivered to the Bureau of Securities, 153 Halsey St., 6th Floor, Newark, NJ 07102, to the attention of the Bureau Chief. In such instance, the Bureau Chief shall determine, in her sole discretion, how to apply payments made toward

the final judgment and the method of distribution of restitution with respect to funds that have not been distributed by the Paying Agent.

64. Defendants and Nominal Defendants waive the right(s) to, individually or collectively, seek recovery based on any claims, including known, unknown, accrued, unaccrued, vested and unvested claims, from the assets of the Receivership estate and from participating in any distribution of the Receivership's assets.

65. Defendants acknowledge, commit and agree: (a) not to and waive any right to file a bankruptcy petition within ninety one (91) days of the entry of this Consent Order; (b) and concede that this Consent Order is a non-dischargeable debt under the United States Bankruptcy Code, including but not limited to 11 U.S.C. § 523(a)(2), (a)(6), (a)(7), (a)(19), respectively.

66. Defendants waive the right(s) to argue, submit, propose, seek to establish, or otherwise contend before any court or tribunal that this Consent Order is a dischargeable debt or claim under the United States Bankruptcy Code.

67. In the event that Defendants argue submit, propose, seek to establish or otherwise contend before any court or tribunal, including the Bankruptcy Court, that this Consent Order is a dischargeable debt or claim under the United States Bankruptcy Code, Defendants agree that all of the allegations asserted against them in the Verified Complaint and the findings of fact and conclusions of law set forth in Paragraphs 1-36 are deemed admitted and may be taken as true and correct without further proof.

68. For purposes of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein. The Superior Court of New Jersey, Chancery Division, Essex County, shall be the exclusive tribunal to hear and determine all disputes involving

or arising out of, or related in any manner to, or flowing from this Consent Order, or any issue, matter, dispute, claim, obligation, or matter arising out of or flowing from the Receivership, and by this Consent Order the Court agrees to retain jurisdiction.

69. This Consent Order and the documents annexed hereto constitute the entire agreement between Defendants, Nominal Defendants, Plaintiff and the Receiver with respect to this litigation. This Consent Order is a complete and exclusive statement of the terms of the agreement among the Parties and the Receiver with respect to its subject matter and shall bind Defendants and Nominal Defendants, and their officers, directors, members, partners, agents, employees, successors, parent entity, subsidiaries, affiliates and assigns. This Consent Order supersedes all prior agreements between the Parties with respect to this litigation (including but not limited to the term sheet read onto the record on July 8, 2014).

70. In the related administrative action, IMO George Bussanich, George J. Bussanich and Metropolitan Ambulatory Surgical Center, Inc., OAL Docket # BOS 18714-2013N, the Bureau Chief entered a Summary Order on December 12, 2013 ("December 12, 2013 OAL Summary Order"). This Consent Order is subject to Defendants withdrawing their answers to the December 12, 2013 OAL Summary Order and, without admitting or denying the factual allegations set forth therein, acknowledging that they do not contest the relief sought by the Bureau Chief. The December 12, 2013 OAL Summary Order will thereafter become a final order.

71. Nothing in this Consent Order shall be construed to limit or affect any position that the Bureau and/or Bureau Chief may take in any future or pending action not specifically encompassed herein.

72. Nothing in this Consent Order shall in any manner be construed to limit or affect the rights of any persons, other than the Bureau Chief, as it pertains to the allegations in the Verified Complaint, who may have a claim against Defendants and/or Nominal Defendants.

73. The Parties represent that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and this person has done so with authority to legally bind the respective party.

74. This Consent Order may be signed in counterparts, each of which shall be deemed an original.

75. The terms and conditions of this Consent Order may be modified only with the written consent of the Parties and the Receiver.

76. If any portion of this Consent Order is held invalid or unenforceable by operation of law or court order, the remaining terms of this Consent Order shall remain in full force and effect.

77. This Court retains jurisdiction to enforce, modify or otherwise hear any application arising from the terms of this Consent Order.

78. Defendants and Nominal Defendants waive any right to appeal this Consent Order.

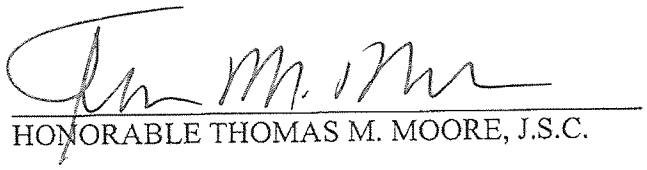
79. Defendants and Nominal Defendants represent that they have had a full and complete opportunity to consult with counsel before signing this Consent Order.

80. Defendants and Nominal Defendants hereby consent to the jurisdiction of the Bureau.

81. Defendants and Nominal Defendants waive any right to assert any defenses or to raise any challenge that Defendants and Nominal Defendants otherwise may have to the terms of this Consent Order.

82. Counsel for the Defendants shall serve a copy of this Order shall be served on all parties thereto and upon all payees described in Paragraphs 47 and 48 of this Order, and all persons whose claims were decreased, withdrawn, or excluded by other terms of this Order (Paragraph 50 of this Order), and the individual private lender described in Paragraph 49 of this Order, or their counsel if they are represented, within 7 days from the date hereof. Counsel for the Receiver shall post a copy of this Order on the Receivership Website in an equal amount of time. Proof of compliance with the foregoing shall be filed with the Court and served on all counsel.

Dated: Aug 1, 2014



HONORABLE THOMAS M. MOORE, J.S.C.

DeCotiis, FitzPatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard, Ste. 31
Teaneck, New Jersey 07666

Counsel for defendants George John Bussanich and Metropolitan Ambulatory Surgical Center LLC and nominal defendants Wilma Marie Bussanich, Bridgeview Physical Therapy LLC, Northeast Anesthesia Management Group, LLC, Palisades Rehab and Spinal Care Group, LLC, Metropolitan Sleep and Diagnostic Testing LLC, Palisades Anastesia [sic] Associates LLC, MGK Holdings LLC and MGK Enterprises, Inc.

By: _____ Dated: 7/25/14
Jeffrey D. Smith, Esq.
(NJ Attorney ID No. 006181996

Moses & Singer LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174

By: _____ Dated: 7/25/14
Robert S. Wolf, Esq.
by JDS

Admitted Pro Hac Vice

Counsel for defendants George John Bussanich and Metropolitan Ambulatory Surgical Center LLC and nominal defendants Wilma Marie Bussanich, Bridgeview Physical Therapy LLC, Northeast Anesthesia Management Group, LLC, Palisades Rehab and Spinal Care Group, LLC, Metropolitan Sleep and Diagnostic Testing LLC, Palisades Anastesia [sic] Associates LLC, MGK Holdings LLC and MGK Enterprises, Inc.

Law Office of Gregory J. Bevelock, LLC
12 Main Street, Suite 2
Madison, New Jersey 07940
Counsel for defendant George Bussanich, Jr.

By: _____ Dated: 7/25/14
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(NJ Attorney ID No. 038631994)

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Counsel for nominal defendants Kerry Ann Bussanich and Melanie Whitney

By: _____ Dated:
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(NJ Attorney ID No. _____)

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Counsel for Kenneth Nowak, Receiver

By: _____ Dated:
Flavio Komuves, Esq.

Admitted Pro Hac Vice

Counsel for defendants George John Bussanich and Metropolitan Ambulatory Surgical Center LLC and nominal defendants Wilma Marie Bussanich, Bridgeview Physical Therapy LLC, Northeast Anesthesia Management Group, LLC, Palisades Rehab and Spinal Care Group, LLC, Metropolitan Sleep and Diagnostic Testing LLC, Palisades Anastesia [sic] Associates LLC, MGK Holdings LLC and MGK Enterprises, Inc.

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Counsel for defendant George Bussanich, Jr.

By: _____ Dated:
Gregory J. Bevelock, Esq.
(NJ Attorney ID No. _____)

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Counsel for nominal defendants Kerry Ann Bussanich and Melanie Whitney

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(NJ Attorney ID No. _____)

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Counsel for Kenneth Nowak, Receiver

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NJ Attorney No. 1989-1997

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By: _____ Dated: 7/17/2014

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By: _____ Dated:

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P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiff

By: _____ Dated:

Joshua I. Sherman, Esq.

Deputy Attorney General

(NJ Attorney ID No. 023432004)

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Newark, New Jersey 07101
Attorney for Plaintiff

By: _____ Dated: 7/28/14
Joshua I. Sherman, Esq.
Deputy Attorney General
(NJ Attorney ID No. 023432004)

By: _____ Dated: 7/28/14
Isabella T. Stempler, Esq.
Deputy Attorney General
(NJ Attorney ID No. 032642001)

Exhibit A

Row Labels	Sum of Amount	
Ada Spano	$	127,382.37
Adel Hanna	$	131,000.00
Angeliki Hagistamoulos	$	46,000.00
Bernice Davis	$	120,000.00
David Ortiz	$	30,533.80
Diane Sainato	$	25,000.00
Farid Noor	$	240,000.00
Filomena Lacey	$	449,292.00
Gaetano Pasquale	$	258,816.26
Gisele Heighton	$	172,000.00
Janet Paller	$	22,000.00
Joseph Hroncich	$	108,500.00
Maria Gerolimatos	$	83,000.00
Maria N. Maresca	$	51,144.31
Maria T. Maresca	$	529,344.31
Marie Kapros	$	33,000.00
Nicolas Hagistamoulos	$	112,114.40
Nikolaos Delaportas	$	38,000.00
Patricia Alefanti	$	50,132.73
Ralph Maresca	$	340,542.57
Raymond McMichael	$	53,229.00
Roland Iguina	$	80,000.00
Sophie Hanna	$	194,850.00
Steven Amuso	$	66,000.00
Stilianos Dimou	$	349,850.00
Stuart Greenbaum	$	131,500.00
Sylvia Iguina	$	69,000.00
Vincent Maresca	$	161,863.31
Grand Total	**$**	**4,074,095.06**

X

X