

IN THE CIRCUIT COURT OF THE  
17TH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CASE NO.: 09-062943 (19)

RAZORBACK FUNDING, LLC, D3  
CAPITAL CLUB, LLC, BPMC  
INVESTMENT, LLC, LINDA VON  
ALLMEN, as Trustee of the VON  
ALLMEN DYNASTY TRUST, D&L  
PARTNERS, LP, DAVID VON  
ALLMEN, as Trustee of the DAVID  
VON ALLMEN LIVING TRUST, ANN  
VON ALLMEN, as Trustee of the ANN  
VON ALLMEN LIVING TRUST, and  
DEAN KRETSCHMAR,

Plaintiffs,

v.

SCOTT W. ROTHSTEIN, DAVID  
BODEN, DEBRA VILLEGAS, ANDREW  
BARNETT, IRENE STAY, TD BANK,  
N.A., FRANK SPINOSA, JENNIFER  
KERSTETTER, ROSANNE CARETSKY,  
BANYON INCOME FUND, L.P.,  
BANYON USVI, LLC, GEORGE G.  
LEVIN, FRANK PREVE, MICHAEL  
SZAFRANSKI, ONYX OPTIONS  
CONSULTANTS CORPORATION, and  
BERENFELD SPRITZER SHECHTER  
SHEER, LLP,

Defendants.

/

**AFFIDAVIT OF WILLIAM R. SCHERER, ESQ.**

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF BROWARD    )

BEFORE ME, the undersigned authority duly authorized to administer oaths and takes  
acknowledgments, on this day personally appeared before me WILLIAM R. SCHERER, who,  
after being first duly sworn under oath, deposes and says:



**Summary**

1. Affiant has personal knowledge of the facts stated herein and all of the facts stated herein are true and correct.

2. Prior to filing the instant action, I conducted a fact-intensive investigation of the elaborate Ponzi scheme orchestrated by Scott Rothstein and his law firm, Rothstein Rosenfeldt Adler, PA (collectively referred to herein as “Rothstein”). As part of my investigation, I spoke with dozens of people in an effort to piece together the inner workings of the Ponzi scheme and to discover the players responsible for its implementation.

3. What I have learned relevant to the instant motion for disqualification as it relates to the reasonableness of Michael Szafranski’s assertion that a attorney-client relationship existed is as follows:.

4. Michael Szafranski was hired by my client to be a third-party verifier tasked with independently authenticating each representation that the Rothstein law firm made regarding investments in the putative confidential settlements including full access to the legal files for each case, and full access to TD Bank information as to each trust account.

5. I now know that each of the putative confidential settlements purchased by my clients were all fabricated, having no actual plaintiff(s) or defendant(s), no way to substantiate wire transfers origin(s) and, no possible means to verify the authenticity of the settlements being purchased. Accordingly, it is apparent that Michael Szafranski’s has liability for verifying investments into a known Ponzi scheme.

6. Additionally, between July 9, 2009 and October 23, 2009, Michael Szafranski received over six million four hundred and eighty thousand dollars (\$6,480,000.00) in Ponzi money from

Rothstein as the sole principal, director and owner of Onyx Options Consultants Corporation. *See* summary of cancelled checks paid by Rothstein Rosenfeldt Adler, PA from their Operating Account to Onyx totaling \$6,483,764.00 attached hereto and incorporated herein as **Composite Exhibit “A”**; *see also* Affidavit of Michael Szafranski, ¶3.

7. Michael Szafranski’s breach of his fiduciary duties and acceptance of almost six and a half million dollars of ill-gotten gains are specific examples of Szafranski’s complicit role in this Ponzi scheme and evidence supporting his criminal and civil culpability<sup>1</sup>.

8. Another point which simply cannot be ignored is that there is no plausible explanation for why Michael Szafranski and Onyx Options Consultants Corporation would be receiving such exorbitant payments directly from Rothstein as all monies should have been received from the investors who hired him and Onyx Options Consultants Corporation as their independent verifier, not as an entity in cahoots with the conspirators.

9. Finally, a frantic October 30, 2009 e-mail from Michael Szafranski to Scott Rothstein reveals Michael Szafranski decisive involvement in the Ponzi scheme wherein he suggest that he may be able to hold an aggrieved investor “off a few weeks if frank [Preve] gives [sic] him \$37 million plus their abs payment. I need to have someone get balances for me to see. Or we can have spinosa write a letter detailing each accounts balance since banyon is open to taking everyone out. . . **Please make this happen or we are all done.**” *See* October 30, 2009 e-mail from Michael Szafranski to Scott Rothstein attached hereto and incorporated herein as **Exhibit “B”** (emphasis added).

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<sup>1</sup> The fact that Michael Szafranski first hired a criminal attorney before he hired his civil lawyer serves as further indicia of his complicit role in the fraudulent scheme.

**Contact with Michael Szafranski**

10. I have never met Michael Szafranski nor have I ever represented him or any of his entities in a civil or criminal matter.

11. The entirety of my contact with Michael Szafranski is limited to a single, few-minute cell phone call, which I did not initiate, and was conducted via speaker on a phone that was handed to me.

12. To clarify how I even came to speak with Michael Szafranski requires some background detail. On November 1, 2009, a group of investors purportedly victimized by the Rothstein's Ponzi scheme met together to accumulate and share information regarding the fraudulent scheme and discuss ways to collectively pursue recovery of their interests. Michael Szafranski attended that investor meeting and discussed his substantial contact with T.D. Bank.

13. Upon my retention into this matter on behalf of Doug Von Allmen, his family and related entities, I immediately attempted to identify factual witnesses and victims in an effort to discuss consolidation of investor claims which would increase our leverage to recover misappropriated funds.

14. To this end, on November 7, 2009, A.J. DiScala conferenced me with a person identified on the phone as Michael Szafranski, an investor who allegedly suffered losses in Rothstein's Ponzi scheme and who had significant contact with T.D. Bank.

15. During the ensuing brief speakerphone conversation the only information conveyed to me by Michael Szafranski was that he was an investor, that he served as a verifier for his investments, and that he was represented by counsel, who was out of town, but would be returning the next day to discuss joining efforts.

16. Michael Szafranski never provided me or my firm with any confidential information about himself, his company, and/or his role in the verification process like who he met with, when and what was discussed. Any assertion to the contrary is patently false and wholly inconsistent with what could plausibly be discussed during a short telephone conversation.

17. I never discussed the instant lawsuit or render any legal advice to Michael Szafranski, and Michael Szafranski never consulted with me regarding his potential claims as an investor.

18. Furthermore, as a matter of practice in this case, I never invited any potential party to join the instant lawsuit without first disclosing to them: (1) my current representation of Doug Von Allmen and his family; (2) that prior to a initial potential client interview we must run a full conflict of interest check; and (3) that prior to any potential representation a party must execute a waiver letter which details how we deal with any potential conflict of interest that may arise with the Von Allmens.

19. At no time did Michael Szafranski indicate that he was interested in hiring me to represent him nor was the possibility of forming a client-attorney relationship ever discussed or contemplated.

20. To the contrary, Michael Szafranski stated during our brief conversation that he was represented by counsel, and that he would have his attorney contact me to help me in my investigation of this matter. However, Michael Szafranski's attorney never attempted to contact me or my firm, and I have not spoken with Michael Szafranski since.

21. Moreover, prior to our one fleeting cell phone call, Michael Szafranski knew of his role as my client's agent as a third-party verifier and was aware of his own potential criminal culpability

and civil liability. Accordingly, it is entirely disingenuous and defies common sense that Michael Szafranski ever believed I could or would represent him in this matter.

22. Finally, I never received any documents, let alone putative confidential documents, from Michael Szafranski or from Michael Szafranski's counsel.

### **Conclusion**

23. Michael Szafranski never "consulted" with me in an effort to employ me professionally, and his assertions to the contrary are patently false.

24. Michael Szafranski, as an agent of my clients, knew of his irreconcilable conflict of interest with the innocent investors I represent.

25. Michael Szafranski knew I was looking to bring a cause of action against those responsible for perpetrating the massive Ponzi scheme.

26. Prior to our one brief conversation, Michael Szafranski was patently aware of his potential criminal culpability and civil liability for his involvement in the Ponzi scheme.

27. In fact, the abundance of evidence reflects that Szafranski conspired in this fraudulent enterprise and profited from this reprehensible plot. As such, any effort by Michael Szafranski to make it appear as though he was interested in hiring the same attorney as those investors who were victimized by this scheme is completely disingenuous at best or, alternatively, employed as an attempted transparent tactical maneuver to have me and my firm disqualified.

28. There was never a genuine expectation that Michael Szafranski could retain this law firm or a sincere belief that an attorney-client relationship could or would ever be formed.

29. Additionally, to date, it is instructive to note that Michael Szafranski has failed to file any claim as a creditor in the bankruptcy case against Scott Rothstein despite having his purported investment entity, ABS Capital, listed as one of the top ten creditors.

30. Moreover, since the one isolated conversation with Michael Szafranski, we have never spoke again, directly or through counsel, despite his statement to me that he would have his attorney contact me. Even though Michael Szafranski feigns concern over not being named as a plaintiff, we still did not hear from him or counsel<sup>2</sup> until more than a month after the Complaint was filed despite his acknowledgment that he received same on November 20, 2009. *See* Affidavit of Michael Szafranski, ¶ 14.

31. Michael Szafranski and his attorneys are making these false assertions in an effort to coerce Plaintiffs and their chosen counsel into dropping him and his company from this suit.

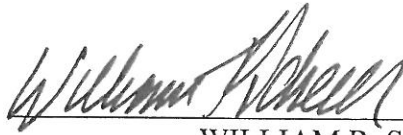
32. The allegations of Michael Szafranski are nothing more than a thinly-veiled attempt to coerce and harass the Plaintiffs, force Plaintiffs to incur additional legal fees, waste judicial resources and delay the proceedings.

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<sup>2</sup> Counsel from Michael Szafranski contacted our office on December 22, 2009 not seeking to address our disqualification, but rather seeking an extension of time to file a responsive pleading.



**FURTHER AFFIANT SAYETH NAUGHT.**

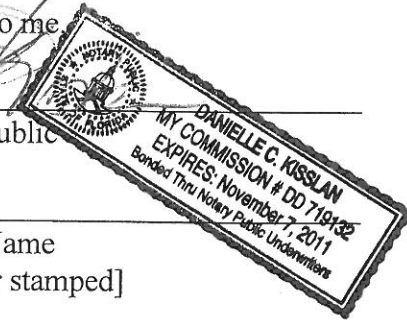


\_\_\_\_\_  
WILLIAM R. SCHERER, ESQ.

The foregoing instrument was subscribed and sworn to before me this 27th day of January, 2010, by WILLIAM R. SCHERER, who is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name  
[printed, typed or stamped]



My Commission Expires:




**CERTIFICATE OF SERVICE**

**WE HEREBY CERTIFY** that a copy of the foregoing was furnished via U.S. Mail to all parties listed on the attached Service List on this 27th day of January 2010.

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BY:



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Rothstein Rosenfeldt Adler, PA.  
 United States Bankruptcy Court  
 Southern District of Florida  
 Case No. 09-34791-BKC-RBR

Payments to/from Onyx Capital, Mike Szafranski & Related Entities  
 November 11, 2005 - November 10, 2009

BDPB Name	Date	Account	Num	Split	Inflows	Outflows	Amount
ABS Capital Funding, LLC	03/05/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$1,000,000.00		\$1,000,000.00
	04/06/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$500,000.00	-\$500,000.00
	04/07/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$500,000.00		\$500,000.00
	04/09/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$275,000.00		\$275,000.00
	04/28/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$250,000.00	-\$250,000.00
	05/01/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$150,000.00		\$150,000.00
	05/05/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$550,000.00		\$550,000.00
	05/07/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$500,000.00	-\$500,000.00
	05/08/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-	\$340,000.00		-\$340,000.00
	05/27/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$300,000.00		\$300,000.00
	06/05/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$650,000.00		\$650,000.00
	06/08/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$483,333.33	-\$483,333.33
	06/09/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$700,000.00	-\$700,000.00
	06/22/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$452,500.00	-\$452,500.00
	06/29/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$1,100,000.00		\$1,100,000.00
	06/30/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906	\$275,000.00		\$275,000.00
	07/06/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$816,666.66	-\$816,666.66
	07/07/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906	\$600,000.00		\$600,000.00
	07/08/2009	T 3- TRUST 3 0923	(blank)	T 9 6906	\$900,000.00		\$900,000.00
	07/14/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$200,000.00	-\$200,000.00
	07/20/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$2,000,000.00		\$2,000,000.00
	07/22/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$633,333.33	-\$633,333.33
	07/24/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$1,000,000.00		\$1,000,000.00
	07/27/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$1,200,000.00		\$1,200,000.00
	07/29/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$600,000.00		\$600,000.00
	07/30/2009	T 3- TRUST 3 0923	(blank)	T 9 6906		\$156,666.67	-\$156,666.67
	07/31/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$600,000.00		\$600,000.00
	08/05/2009	T 3- TRUST 3 0923	(blank)	T 9 6906		\$550,000.00	-\$550,000.00
	08/07/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$333,333.33	-\$333,333.33
		T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$233,333.34	-\$233,333.34
		T 3- TRUST 3 0923	(blank)	T 9 6906		\$266,666.67	-\$266,666.67
		T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$1,200,000.00		\$1,200,000.00
		T 3- TRUST 3 0923	(blank)	T 9 6906		\$200,000.00	-\$200,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$600,000.00		\$600,000.00
		T 3- TRUST 3 0923	(blank)	-SPLIT-		\$452,500.00	-\$452,500.00

Deposit Information is Incomplete and  
 Might Be Adjusted as Additional Information Becomes Available

Rothstein Rosenfeldt Adler, PA.  
United States Bankruptcy Court  
Southern District of Florida  
Case No. 09-34791-BKC-RBR

Payments to/from Onyx Capital, Mike Szafranski & Related Entities  
November 11, 2005 - November 10, 2009

BDPB Name	Date	Account	Num	Split	Inflows	Outflows	Amount
ABS Capital Funding, LLC	08/07/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906			
	08/10/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$600,000.00	\$500,000.00	-\$500,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-			\$600,000.00
	08/14/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$633,333.34	-\$633,333.34
	08/19/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$250,000.00	-\$250,000.00
	08/21/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$800,000.00	\$600,000.00	-\$600,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$300,000.00	-\$300,000.00
	08/24/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$1,016,666.67	-\$1,016,666.67
	08/25/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$800,000.00		\$800,000.00
	08/27/2009	T 3- TRUST 3 0923	(blank)	T 9 6906	\$800,000.00		\$800,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$1,600,000.00	\$183,333.33	-\$183,333.33
	08/28/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$866,666.66	-\$866,666.66
	09/04/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$1,600,000.00		\$1,600,000.00
	09/08/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$2,085,833.32	-\$2,085,833.32
	09/09/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$1,600,000.00		\$1,600,000.00
	09/10/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$300,000.00	-\$300,000.00
	09/14/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$250,000.00	-\$250,000.00
	09/18/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$2,500,000.00		\$2,500,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$1,441,666.66	-\$1,441,666.66
	09/21/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$600,000.00	-\$600,000.00
	09/24/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$337,500.00	-\$337,500.00
	09/29/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$675,000.00	-\$675,000.00
	09/30/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$866,666.67	-\$866,666.67
	10/01/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 3 0923	\$800,000.00		\$800,000.00
	10/05/2009	T 3- TRUST 3 0923	(blank)	-SPLIT-		\$675,000.00	-\$675,000.00
	10/07/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$1,475,000.00	-\$1,475,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$300,000.00	-\$300,000.00
	10/13/2009	T 3- TRUST 3 0923	(blank)	T 3 0923	\$5,000,000.00		\$5,000,000.00
	10/14/2009	T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$1,275,000.00	-\$1,275,000.00
	10/19/2009	T 9 Trust 9 6861076906 RRA S	(blank)	T 9 6906		\$2,500,000.00	-\$2,500,000.00
		T 3- TRUST 3 0923	(blank)	T 3 0923	\$300,000.00		\$300,000.00
		T 9 Trust 9 6861076906 RRA S	(blank)	-SPLIT-		\$300,000.00	-\$300,000.00
ABS Capital Funding, LLC Total							\$31,000,000.00
							\$25,512,499.98
							\$5,487,500.02

Deposit Information is Incomplete and  
Might Be Adjusted as Additional Information Becomes Available

Rothstein Rosenfeldt Adler, PA.  
United States Bankruptcy Court  
Southern District of Florida  
Case No. 09-34791-BKC-RBR

Payments to/from Onyx Capital, Mike Szafranski & Related Entities  
November 11, 2005 - November 10, 2009

BDPB Name	Date	Account	Num	Split	Inflows	Outflows	Amount
Onyx Capital	07/09/2009	101 - Operating Commerce 1274	2027	Onyx capital	\$0.00		\$0.00
	07/16/2009	101 - Operating Commerce 1274	2124	Onyx capital		\$150,000.00	-\$150,000.00
	07/29/2009	101 - Operating Commerce 1274	2412	Onyx capital		\$253,000.00	-\$253,000.00
	08/08/2009	101 - Operating Commerce 1274	1978	Onyx capital		\$250,000.00	-\$250,000.00
	08/12/2009	101 - Operating Commerce 1274	2345	Onyx capital		\$100,000.00	-\$100,000.00
	08/14/2009	101 - Operating Commerce 1274	2112	Onyx capital		\$62,500.00	-\$62,500.00
	08/16/2009	101 - Operating Commerce 1274	2125	Onyx capital		\$50,000.00	-\$50,000.00
	08/17/2009	101 - Operating Commerce 1274	2413	Onyx capital		\$210,244.00	-\$210,244.00
	08/19/2009	101 - Operating Commerce 1274	2113	Onyx capital		\$600,000.00	-\$600,000.00
	08/26/2009	101 - Operating Commerce 1274	3025	Onyx capital		\$225,000.00	-\$225,000.00
	08/28/2009	101 - Operating Commerce 1274	2414	Onyx capital		\$311,993.00	-\$311,993.00
	09/01/2009	101 - Operating Commerce 1274	2346	Onyx capital		\$225,000.00	-\$225,000.00
	09/02/2009	101 - Operating Commerce 1274	3026	Onyx capital		\$70,000.00	-\$70,000.00
	09/08/2009	101 - Operating Commerce 1274	1979	Onyx capital		\$250,000.00	-\$250,000.00
	09/09/2009	101 - Operating Commerce 1274	3027	Onyx capital		\$675,000.00	-\$675,000.00
	09/14/2009	101 - Operating Commerce 1274	2114	Onyx capital		\$62,500.00	-\$62,500.00
	09/15/2009	101 - Operating Commerce 1274	3612	Onyx capital		\$250,000.00	-\$250,000.00
	09/16/2009	101 - Operating Commerce 1274	2126	Onyx capital		\$50,000.00	-\$50,000.00
	09/21/2009	101 - Operating Commerce 1274	2347	Onyx capital		\$175,000.00	-\$175,000.00
	09/23/2009	101 - Operating Commerce 1274	3028	Onyx capital		\$70,000.00	-\$70,000.00
	09/24/2009	101 - Operating Commerce 1274	2415	Onyx capital		\$387,333.00	-\$387,333.00
	09/30/2009	101 - Operating Commerce 1274	3029	Onyx capital		\$225,000.00	-\$225,000.00
	10/06/2009	101 - Operating Commerce 1274	3613	Onyx capital		\$490,000.00	-\$490,000.00
	10/08/2009	101 - Operating Commerce 1274	3961	Onyx capital		\$222,355.00	-\$222,355.00
	10/13/2009	101 - Operating Commerce 1274	1980	Onyx capital		\$250,000.00	-\$250,000.00
	10/14/2009	101 - Operating Commerce 1274	2416	Onyx capital		\$293,339.00	-\$293,339.00
			(blank)	Onyx capital	\$0.00		\$0.00
			2115	Onyx capital		\$62,500.00	-\$62,500.00
	10/16/2009	101 - Operating Commerce 1274	3030	Onyx capital		\$200,000.00	-\$200,000.00
	10/23/2009	101 - Operating Commerce 1274	2127	Onyx capital		\$50,000.00	-\$50,000.00
			3614	Onyx capital		\$263,000.00	-\$263,000.00
Onyx Capital Total					\$0.00	\$6,483,764.00	-\$6,483,764.00

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Payments to/from Onyx Capital, Mike Szafranski & Related Entities  
November 11, 2005 - November 10, 2009

2015

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**From:** Michael Szafranski  
**To:** Scott Rothstein;  
**Subject:** Plz read. Banyon melly  
**Date:** Friday, October 30, 2009 6:00:52 PM

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I have spoken to melly. He is planning on meeting with florida counsel on sunday and going into court on monday morning. He will be going after you, the firm. Everything. I was not able to dissuade him. I was however able to get him to agree to hold off a few weeks if frank give him \$37 million plus their abs payments. Frank and george agreed to this if they can get bank balances as of 5 pm today. I need to have someone get balances for me to see. Or we can have spinosa write a letter detailing each accounts balance since banyon is open to taking everyone out. Shobbos is in 30 min. Please make this happen or we all are done.

Mikey

Michael Szafranski

President

Onyx Capital Management

1111 Kane Concourse 210

Bay Harbor, FL 33154

(305) 867-1620 (Office)

(305) 867-3501 (Fax)

(917) 749-2225 (Cell)

