

EXHIBIT B

FILED UNDER SEAL



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EXHIBIT C

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Tribul Merchant Services, et. al.
Plaintiff
v.
CD LIQUIDATION CO., LLC f/k/a,
CYNERGY DATA, LLC, et al.,
Defendant
Civil Action No. Case No. 09-13038 (KG)
District of Delaware

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Pipeline Cynergy Holdings LLC (or the legal entity currently doing business as "Cynergy Data" or "Cynergy")

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is not a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Table with 2 columns: Place (Law Offices of Mitchell C. Shapiro, 245 W.17th Street, 5th Floor, New York, NY 10011) and Date and Time (12/22/2011 9:00 am)

The deposition will be recorded by this method: Court Stenographer & Videographer

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: CLERK OF COURT

OR [Handwritten Signature]

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Tribul Merchant Services, et. al., who issues or requests this subpoena, are: Law Offices of Mitchell C. Shapiro, 245 W. 17th St. NY NY 10011, (tel) 516-570-2773, mcs@mcshapirolaw.com

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or

(iii) a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

CATEGORIES FOR RULE 30(B)(6) DEPOSITION OF CYNERGY

1. Financial obligations, if any, owed by, to or from Cynergy CD Liquidation Co., LLC, f/k/a Cynergy Data, LLC (“Cynergy”), CD Liquidation Co. Plus, LLC, f/k/a Cynergy Prosperity Plus, LLC (“Prosperity”) (collectively “the Debtors”), Pipeline Cynergy Holdings LLC (or the legal entity currently doing business as “Cynergy Data” or “Cynergy”) (hereinafter “New Cynergy”) on the one hand, and any of the Tribul Parties, on the other hand, as of the date of on the Petition Date, including without limitation the calculation of such amounts and disposition of any such funds, including without limitation any Suspended Funds, EP Reserve or other accounts held on behalf of the Tribul Parties or any of the merchants boarded to the Cynergy Debtor by or through the Tribul Parties at any time prior to the Petition Date (the “Tribul Parties’ Merchants”);

2. The full accounting of the Classic Closeouts merchant account, including without limitation, the contents and accuracy of the complete Suspended Funds report that was produced by New Cynergy at the request of the Tribul Parties in or about September 2011 and all transaction data regarding the Classic Closeouts account;

3. The responses of the Cynergy Debtor or New Cynergy to all government inquiries regarding the Classic Closeouts account;

4. Any payments purportedly paid to John Martillo, Signapay or 6M purportedly on behalf of the Tribul Parties;

5. The gross residuals due to the Tribul Parties, as well as all credits, debits, charges, fees, fines and losses placed on the accounts of the Tribul Parties or the accounts of the Tribul Parties’ Merchants, or otherwise deducted from the Tribul Parties’ Gross Residuals by the Cynergy Debtors, including any and all due to chargeback reversals, credits given to Tribul merchant accounts, retrieval fees, ACH reject fees, chargeback fees, residual funds withheld by

Cynergy pre-petition, residual funds withheld by the Trustee post-petition, EP reserve funds and merchant reserve funds that were withheld by Cynergy and depleted Pre-Petition, arbitration/compliance fees, reversal fees, MasterCard fines, interest due on Prosperity Plus loan, residuals improperly withheld by Cynergy and paid directly to the Tribul Parties' Downlines and sales representatives/agents, Schedule A adjustments credits, debits or charges.

6. The assumption of the Tribul Parties' contracts by New Cynergy pursuant to the Asset Purchase Agreement on or about October 26, 2009;

7. Cynergy's payment (or credit) to any person or entity other than the Tribul Parties -- including without limitation Rocky Mountain, Worldwide, Gary Shull, Ruben Cypress, John Martillo or 6M – (a) on behalf of any of the Tribul Parties, or (b) of all or part of any Residuals due to be paid on any of the Tribul Parties' merchant accounts;

8. the gross revenues, net revenues, gross profits and net profits received and retained by Cynergy as a result of the merchant accounts boarded to Cynergy by or through the Tribul Parties (including any boarded to Cynergy by any of the Tribul Parties' Downlines, sales representatives or agents);

9. the obligations of any ISO in general, and the Tribul Parties in particular, for "soft losses" incurred by Cynergy on any merchant account;

10. the credit or debit card transactions for the merchant accounts boarded to Cynergy by or through the Tribul Parties (including any boarded to Cynergy by any of the Tribul Parties' Downlines, sales representatives or agents), including without limitation (a) transaction data maintained by Cynergy (including all such data stored on the VIMAS system), (b) transaction data maintained by the sponsoring bank (e.g., Bank of America and Harris Bank), (c) detailed ACH reports regarding payments made by Cynergy to the merchant accounts, (d) detailed ACH

reports from sponsoring bank to the merchant accounts, (e) detailed ACH reports listing all transactions to and from Cynergy on the merchant accounts, (f) detailed reports regarding all rejected ACH transactions from Cynergy, (g) detailed reports regarding all rejected ACH transactions from the sponsoring banks (e.g., Bank of America and Harris Bank), (h) ACH Activity Reports, (i) chargeback reports, (j) rolling reserve reports, (k) suspended funds reports, (l) merchant reserve reports, (m) chargeback reversal reports, (n) pre-arbitration reports, (o) retrieval reports, (p) transaction processing statements, (q) merchant applications (and amendments thereto), (r) documents signed by any individual on behalf of any of the Tribul Parties, (s) residual reports, (t) EP reserve history of Tribul Parties, and (u) EP residuals holdback reports on Tribul Parties;

11. the manner in which the calculation and/or payment of residuals (to ISOs in general and to Tribul Parties in particular) could, should or would be changed so as to positively impact Cynergy's or Prosperity's gross revenues, net revenues, gross profits, net profits, balance sheets, profit and loss statements or earnings before taxes and depreciation; concerning

12. the role that the Trustee (or anyone employed, associated or affiliated with his firm) played in the operation of Cynergy's business prior to the filing of the petition and any involvement that the Trustee had with Cynergy's defense of the Complaint and decision not to pay the full Residuals requested by the Tribul Parties prior to the Petition Date;

13. any communications between the Trustee (or anyone employed, associated or affiliated with his firm) and New Cynergy regarding the verification of the claims asserted by the Tribul Parties in the Complaint and in the Claims asserted herein, New Cynergy's assumption of the executory agreements between Cynergy/Prosperity and the Tribul Parties and the potential liability of Cynergy, the Trustee or the Estate to the Tribul Parties.

14. the Asset Purchase Agreement in this matter (the "APA"), all Executory Agreements Assumed by the Purchaser in the APA in October 2009, and the transfer of funds and accounts between the Estate/Debtor and the Purchaser pursuant to the APA and by order of the Court, beginning at 9:00 a.m.. on Thursday, December 22, 2011.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CD LIQUIDATION CO., LLC *f/k/a*,
CYNERGY DATA, LLC, *et al.*,

Debtors.

Chapter 11

Case No. 09-13038 (KG)
Substantively Consolidated

**NOTICE OF RULE 30(B)(C) DEPOSITION OF CYNERGY
REGARDING TRIBUL PARTIES**

PLEASE TAKE NOTICE that, on Thursday, December 22, 2011, commencing at 9:00 a.m. and continuing day to day until completed, pursuant to Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, Rule 7030-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, and Rules 26 and 30 of the Federal Rules of Civil Procedure, Tribul Merchant Services, LLC, Tribul Cash, LLC, Tribul LLC and Second Source Funding LLC (hereinafter “the Tribul Parties”) shall, by and through their undersigned attorneys, take the deposition of Pipeline Cynergy Holdings LLC (hereinafter “the Purchaser” or “New Cynergy”) by those employees, officers or representatives duly authorized and knowledgeable to testify on behalf of New Cynergy (which designees’ identities shall be disclosed to the Tribul Parties’ undersigned attorneys, in writing, at least 24 hours prior to the commencement of the Rule 30(b)(6) deposition), concerning the following matters:

1. Financial obligations, if any, owed by, to or from Cynergy CD Liquidation Co., LLC, *f/k/a* Cynergy Data, LLC (“Cynergy”), CD Liquidation Co. Plus, LLC, *f/k/a* Cynergy Prosperity Plus, LLC (“Prosperity”) (collectively “the Debtors”), Pipeline Cynergy Holdings LLC (or the legal entity currently doing business as “Cynergy Data” or “Cynergy”) (hereinafter “New Cynergy”) on the one hand, and any of the Tribul Parties, on the other hand, as of the date of on the Petition Date, including without limitation the calculation of such amounts and

disposition of any such funds, including without limitation any Suspended Funds, EP Reserve or other accounts held on behalf of the Tribul Parties or any of the merchants boarded to the Cynergy Debtor by or through the Tribul Parties at any time prior to the Petition Date (the "Tribul Parties' Merchants");

2. The full accounting of the Classic Closeouts merchant account, including without limitation, the contents and accuracy of the complete Suspended Funds report that was produced by New Cynergy at the request of the Tribul Parties in or about September 2011 and all transaction data regarding the Classic Closeouts account;

3. The responses of the Cynergy Debtor or New Cynergy to all government inquiries regarding the Classic Closeouts account;

4. Any payments purportedly paid to John Martillo, Signapay or 6M purportedly on behalf of the Tribul Parties;

5. The gross residuals due to the Tribul Parties, as well as all credits, debits, charges, fees, fines and losses placed on the accounts of the Tribul Parties or the accounts of the Tribul Parties' Merchants, or otherwise deducted from the Tribul Parties' Gross Residuals by the Cynergy Debtors, including any and all due to chargeback reversals, credits given to Tribul merchant accounts, retrieval fees, ACH reject fees, chargeback fees, residual funds withheld by Cynergy pre-petition, residual funds withheld by the Trustee post-petition, EP reserve funds and merchant reserve funds that were withheld by Cynergy and depleted Pre-Petition, arbitration/compliance fees, reversal fees, MasterCard fines, interest due on Prosperity Plus loan, residuals improperly withheld by Cynergy and paid directly to the Tribul Parties' Downlines and sales representatives/agents, Schedule A adjustments credits, debits or charges.

6. The assumption of the Tribul Parties' contracts by New Cynergy pursuant to the Asset Purchase Agreement on or about October 26, 2009;

7. Cynergy's payment (or credit) to any person or entity other than the Tribul Parties -- including without limitation Rocky Mountain, Worldwide, Gary Shull, Ruben Cypress, John Martillo or 6M – (a) on behalf of any of the Tribul Parties, or (b) of all or part of any Residuals due to be paid on any of the Tribul Parties' merchant accounts;

8. the gross revenues, net revenues, gross profits and net profits received and retained by Cynergy as a result of the merchant accounts boarded to Cynergy by or through the Tribul Parties (including any boarded to Cynergy by any of the Tribul Parties' Downlines, sales representatives or agents);

9. the obligations of any ISO in general, and the Tribul Parties in particular, for "soft losses" incurred by Cynergy on any merchant account;

10. the credit or debit card transactions for the merchant accounts boarded to Cynergy by or through the Tribul Parties (including any boarded to Cynergy by any of the Tribul Parties' Downlines, sales representatives or agents), including without limitation (a) transaction data maintained by Cynergy (including all such data stored on the VIMAS system), (b) transaction data maintained by the sponsoring bank (e.g., Bank of America and Harris Bank), (c) detailed ACH reports regarding payments made by Cynergy to the merchant accounts, (d) detailed ACH reports from sponsoring bank to the merchant accounts, (e) detailed ACH reports listing all transactions to and from Cynergy on the merchant accounts, (f) detailed reports regarding all rejected ACH transactions from Cynergy, (g) detailed reports regarding all rejected ACH transactions from the sponsoring banks (e.g., Bank of America and Harris Bank), (h) ACH Activity Reports, (i) chargeback reports, (j) rolling reserve reports, (k) suspended funds reports, (l) merchant reserve reports, (m) chargeback reversal reports, (n) pre-arbitration reports, (o) retrieval reports, (p) transaction processing statements, (q) merchant applications (and amendments thereto), (r) documents signed by any individual on behalf of any of the Tribul

Parties, (s) residual reports, (t) EP reserve history of Tribul Parties, and (u) EP residuals holdback reports on Tribul Parties;

11. the manner in which the calculation and/or payment of residuals (to ISOs in general and to Tribul Parties in particular) could, should or would be changed so as to positively impact Cynergy's or Prosperity's gross revenues, net revenues, gross profits, net profits, balance sheets, profit and loss statements or earnings before taxes and depreciation; concerning

12. the role that the Trustee (or anyone employed, associated or affiliated with his firm) played in the operation of Cynergy's business prior to the filing of the petition and any involvement that the Trustee had with Cynergy's defense of the Complaint and decision not to pay the full Residuals requested by the Tribul Parties prior to the Petition Date;

13. any communications between the Trustee (or anyone employed, associated or affiliated with his firm) and New Cynergy regarding the verification of the claims asserted by the Tribul Parties in the Complaint and in the Claims asserted herein, New Cynergy's assumption of the executory agreements between Cynergy/Prosperity and the Tribul Parties and the potential liability of Cynergy, the Trustee or the Estate to the Tribul Parties.

14. the Asset Purchase Agreement in this matter (the "APA"), all Executory Agreements Assumed by the Purchaser in the APA in October 2009, and the transfer of funds and accounts between the Estate/Debtor and the Purchaser pursuant to the APA and by order of the Court, beginning at 9:00 a.m.. on Thursday, December 22, 2011.

The deposition will take place at the Law Offices of Mitchell C. Shapiro, 245 West 17th Street, 5th Floor, New York, NY 10011, and will continue from day to day until completed, and will be recorded by stenographic means and shall also be videotaped. Counsel are invited to attend and cross-examine.

Dated: December 15, 2011
New York, New York

LAW OFFICES OF MITCHELL C. SHAPIRO

By: 

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*Attorneys For Tribul Merchant Services, LLC,
Tribul Cash, LLC, Tribul LLC and Second Source
Funding LLC (the "Tribul Parties")*

*TO: JEFFREY POLLOCK
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CD LIQUIDATION CO., LLC *f/k/a*,
CYNERGY DATA, LLC, *et al.*,

Debtors.

Chapter 11

Case No. 09-13038 (KG)
Substantively Consolidated

NOTICE OF DEPOSITIONS

PLEASE TAKE NOTICE that, in addition to the depositions previously scheduled by Stipulation and Order, pursuant to Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, Rule 7030-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, and Rules 26 and 30 of the Federal Rules of Civil Procedure, the Tribul Parties shall, by and through their undersigned attorneys, will take the deposition upon oral examination of:

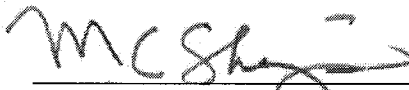
1. Claudine Epps, beginning at 1:00 P.M. on Thursday, December 22, 2011;
2. Derek Daniels, beginning at 3:00 P.M. on Thursday, December 22, 2011;
3. Rule 30(b)(6) Deposition of Pipeline Cynergy Holdings LLC (or the legal entity currently doing business as "Cynergy Data" or "Cynergy"), beginning at 9:00 a.m.. on Thursday, December 22, 2011;
4. Andres Ordonez, beginning at 1:00 P.M. on Thursday, December 22, 2011;
5. Marcelo Paladini, beginning at 3:00 P.M. on Thursday, December 22, 2011;

All deposition will take place at the Law Offices of Mitchell C. Shapiro, 245 West 17th Street, 5th Floor, New York, NY 10011, and will continue from day to day until completed. The first three depositions listed above (#s 1-2) will be recorded solely by stenographic means. The last

three depositions (#3-5) will be recorded by stenographic means and shall also be videotaped.

Counsel are invited to attend and cross-examine.

LAW OFFICES OF MITCHELL C. SHAPIRO

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*Attorneys For Tribul Merchant Services, LLC,
Tribul Cash, LLC, Tribul LLC and Second Source
Funding LLC (the "Tribul Parties")*

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EXHIBIT D

FILED UNDER SEAL

EXHIBIT E

FILED UNDER SEAL

EXHIBIT F

FILED UNDER SEAL

EXHIBIT G

Ex #	Description
1	Tribul's ISO Agreement
2	Tribul Parties' First Supplement to their Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011
3	Second Source ISO Agreement
4	Final Tally
5	Our Tab 2 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
11	The complete accounting of the debt of Classic Closeouts that was produced by New Cynergy in September 2011 (Suspended Funds Report)
12	Email From Rick Blesofsky to Sam Ibrahim dated June 13, 2008
13	Classic Closeouts assumption of liability dated June 13, 2008 signed by Rick Blesofsky
14	Email from Rick Blesofsky to Sam Ibrahim dated June 30, 2008
15	Email chain starting on July 9, 2008, between Maria Cachola, Sam Ibrahim, and Rick Blesofsky
16	Email From Sam Ibrahim to Rick Blesofsky dated July 14, 2008
17	Email from Marcelo Paladini to Rick Blesofsky and Sam Chanin
18	Email chain between Rick Blesofsky and various Cynergy employees dated July 22, 2008
19	Email chain between Rick Blesofsky and various Cynergy employees from August & September 2008

20	Email chain between Rick Blesofsky and Bernard Klein
21	Email from Kayon Moodie to Rick Blesofsky dated November 12, 2008
22	Email between Rick Blesofsky and various Cynergy employees dated December 4, 2008
24	Our Tab 4 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
27	Email re: Tolleson Wire Transfer dated January 21, 2009
28	Email chain between Victor Cisario, Steve Aschettino, and Rick Blesofsky dated January 21, 2009
29	Our Tab 11 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
30	Our Tab 12 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
32	Our Tab 13 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
34	Contract between MPS and Classic Closeouts (Merchant Application)
35	Our Tab 14 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
36	Document calculating arbitration compliance reversal fees
40	Our Tab 10 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)

44	Our Tab 5 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
45	Our Tab 6 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
46	Our Tab 8 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
47	Email from Marcelo Paladini to Sam Chanin dated October 2, 2008
48	Our Tab 7 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
49	Our Tab 9 (that was submitted as an exhibit to Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011)
50	Residual Purchase Agreement dated March 5, 2008
51	Classic Closeouts release signed by Mike Berman dated January 15, 2009
52	Loan Agreement between 6M, Outside Ventures and Cynergy Data
53	Escrow Agreement dated June 5, 2009
54	Loan Closing Statement and Disbursement Authorization
55	Bio page of Jesse York
56	Bio page of Lorraine Ossilinski
58	Email from Jesse York to stakeholders, including Charles Moore, Cynergy employees, and financial institutions dated June 17, 2009
59	Page 839 of Privilege Log

60	Email from Adi Raviv to Michael D'Alauro and Chris Daniels dated June 12, 2009
61	Page 844 of the Privilege Log
62	"Cynergy Issues/Potential Landmines" document
63	Email from Charles Moore to Sam Chanin dated May 23, 2009
64	Email from Sam Chanin to Charles Moore dated May 27, 2009
65	Conway MacKenzie's Weekly Update to Lending Group dated May 27, 2009
66	New York State Complaint dated June 3, 2009
67	Conway MacKenzie's Weekly Update to Lending Group dated June 10, 2009
68	Email from Andres Ordonez to Marcelo Paladini and Gustavo Ceballos dated June 17, 2009
69	Page 564 of the Privilege Log
71	Email from Greg Cohen to Adi Raviv & Pages 1,098 & 704 of the Privilege Log
72	Omnibus Order dated March 28, 2011
73	Trustee's Responses and Objections to Tribul Parties' First Set of Interrogatories dated October 27, 2011
74	Trustee's Supplemental Answers and Objections to Tribul Parties' First Set of Interrogatories dated November 30, 2011
75	Tribul Parties' Objections and Responses to Trustee's First Set of Interrogatories dated November 23, 2011
76	Trustee's Second Supplemental Answers and Objections to Tribul Parties' First Set of Interrogatories dated December 9, 2011
77	Asset Purchase Agreement dated August 26, 2009

79	Memorandum of Understanding between Cynergy Data and Outside Ventures dated May 30, 2007
80	Trustee's Responses and Objections to Tribul Parties' First Request for Production of Documents
81	Tribul Parties' First Set of Combined Requests
82	Stipulation Regarding Discovery and Scheduling
83	Notice of Foreclosure Sale dated May 15, 2009
84	Letter written by Daniel Faizakoff to Steven Aschettino dated May 22, 2009
85	General Release and Direct Payment Agreement between Tribul and Reuven Cypress executed on July 29, 2009
88	Page 590 of the Privilege Log
89	Page 650 of the Privilege Log
90	Email from Adi Raviv to Charles Moore, Dean Leavitt and Marcelo Paladini dated July 14, 2009
92	Email from Brett Hogany to Tim Hurley
93	Email from Adi Raviv to Charles Moore, Marcello Paladini and Dean Leavitt dated June 30, 2009
94	Email from Oscar Lopez to customer service at Cynergy dated May 27, 2009
95	Email from Andre Blythe to Sylvina Paladini, Mariana Ceballos and Sam Ibriham
96	Email from Charles Moore to Seth Cohen dated May 27, 2009
97	Email from Marcello Paladini dated May 24, 2009
98	Emails between Sheila Corvino, Lorraine Ossolinski, and Charles Moore dated May 13, 2010
100	Subpoena of Claudine Epps
101	Subpoena of Cynergy and 30(b)(6) notice

102	Emails between Megan Lozano, Rick Blesofsky, and Mendy Stern (in which Ex. 11 was attached)
103	Emails between Claudine Epps, Michael Kennedy, and Michael Dalauro dated January 16, 2009
114	Residual Reports for all three tribul entities from May 2007 to October 2009
119	Emails between Victor Cisario, Gustavo Ceballos, Rick Blesofsky & other Cynergy employees dated, January 21, 2009
121	VIMAS printout from 12/15/09 regarding cash advance program
122	Classic Closeouts Reconciliation dated July 28, 2009
123	Email from Derek Daniels to Gustavo Ceballos dated February 10, 2009
124	Email chain from Claudine Epps dated January 16, 2009
125	Email chain from Claudine Epps dated January 16, 2009
126	Profitability Reports for Tribul LLC for July 2009-November 2009
127	BPS Worldwide Release
128	Email from Victor Cisario to Christopher Daniels dated January 15, 2009
129	Downline Agreement for BPS Worldwide
130	Downline Agreement for Reuven Cypress
131	Downline Agreement for Rocky Mountain
132	The final, executed Conway MacKenzie engagement letter dated May 8, 2009
133	Conway MacKenzie Juris records
134	VIMAS reports showing the residuals paid on the Classic Closeouts account
135	The monthly residual reports for each of Tribul's merchants that were moved (NOT YET PRODUCED)

136	Spreadsheet showing list of MID that were moved
137	The profitability report for ISO-100 (NOT YET PRODUCED)
138	The profitability report for Cynergy Direct (NOT YET PRODUCED)
139	The profitability report for Cynergy Online (NOT YET PRODUCED)
141	Linkedin page of Marcelo Paladini
142	Email from Marcelo Paladini to Mike Berman dated December 16, 2008
143	Emails between Marcelo Paladini and Mike Berman dated January 7 and 8, 2009
144	Email from Dean Leavitt to Marcelo Paladini dated January 8, 2009
145	Cynergy email dated January 16, 2011
146	Email from Dean Leavitt to Charles Goodwin dated March 27, 2009
147	Email from Cynergy to Merchants dated May 22, 2009
148	Letter from Marcelo Paladini to Merchants dated June 1, 2009
149	Email from Marcelo Paladini, cc Charles Moore, dated May 14, 2009
150	Email from Tom Dellabadia to Andres Ordonez dated May 22, 2009
151	Internal ISO 100 Protocol
152	Ordonez Release and accompanying Section 7.17 of the Purchase Agreement
153	Email chain from Kelly Jaime to Mariana Ceballos and Andre Blythe dated June 19, 2009
154	Email from Andres Ordonez to Andre Blythe and Sam Ibrahim dated Thursday May 14, 2009
155	Email from Derek Daniels to Adi Raviv dated August 7, 2009
156	Email from Andres Ordonez to Marcelo Paladini dated June 17, 2009
157	Bankruptcy Court Docket No. 734
158	State Court Complaint

159	State Court TRO
160	Amendment to engagement letter dated August 24, 2009
161	One page residual report summary page for all three tribul entities from November 2008 to June 2009
162	Deposition Transcript of Charles Moore
163	Deposition Transcript of Jesse York (day 1)
164	Deposition Transcript of Jesse York (day 2)
165	Entire Privilege Log
166	E-mail from Andres Ordonez to Marcelo Paladini & Andre Blythe Dated May 14th 2009
167	Email from Andres Ordonez to Claudine Epps Dated April 8th 2009
168	Cynergy Cash Forecasts (Not yet demanded or produced)
169	Residual Reports for May 2007
170	Second Source residual report from June 2009, showing missing original fee
171	Tribul Cash residual report from November 2008, showing missing original fee
172	Tribul Merchant Services residual report from October 2008, showing missing original fee
173	Tribul Cash Profitability Report from June 2009
174	E-mail from Michael Taylor to Jesse York Dated Tuesday September 29th 2009
175	Profitability Reports for Tribul LLC for July 2009-November 2009 (showing missing merchants)
176	Report from New Cynergy Showing amount withheld for EP Reserve Accounts on Missing Merchants for July-October 2009
177	Report from New Cynergy Showing Residuals on Missing Merchants for July-October 2009

178	Report from New Cynergy Showing Residuals received by Cynergy on Classic Closeouts Merchant Account
179	Demonstratives