Docket #0858 Date Filed: 09/16/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Local counsel for RLA Consulting LLC, Creditor Recovery Trustee

-and-

THE LAW OFFICES OF RICHARD J. CORBI PLLC
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Richard J. Corbi (*pro hac vice*)
rcorbi@corbilaw.com

Co-counsel for RLA Consulting LLC, Creditor Recovery Trustee

In re:	Chapter 11
CBRM REALTY INC., et al.,	Case No. 25-15343 (MBK)
Debtors.	(Jointly Administered)
	Hearing Date: October 15, 2026 at 10:00 a.m. (ET)
	Objection Deadline: October 8, 2026

DECLARATION OF RICHARD J. CORBI, ESQ.

I, Richard J. Corbi, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein:

25153432609160000000000002

1. I am an attorney-at-law of the State of New York. I am the founder of The Law Offices of Richard J. Corbi PLLC. My office is located at 104 West 40th Street, 4th Floor, New York, New York 10018.

2. I submit this declaration (the "**Declaration**")[1] in support of the *Motion of the Creditor Recovery Trustee for Entry of an Order (I) Compelling Miriam Mizrachi to Comply with the Rule 2004 Subpoena Issued to Her, (II) Overruling her Objections thereto, and (III) Granted Related Relief* (the "**Motion**").

3. Below is an index of the true and correct copies of the exhibits attached to this Declaration in support of the Motion.

4. Attached to this Declaration are true and correct copies of the exhibits attached to the Declaration in support of the Motion.

Exhibit	Description
A	Rule 2004 Subpoena to Miriam Mizrachi, issued and served August 20, 2026, with Exhibit A thereto
B	Transmittal electronic mail effecting service of the Subpoena on Paul S. Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC, August 20, 2026, with attachments and overnight delivery confirmation
C	Rule 2004 Subpoena to JPMorgan Chase Bank, N.A., issued August 20, 2026
D	Letter, R. Corbi to P. Hollander and R. Singer, August 21, 2026, memorializing the conference of counsel, with enclosures
E	Letter, P. Hollander to R. Corbi, August 24, 2026
F	Letter, R. Corbi to P. Hollander and R. Singer, August 24, 2026, extending the first tranche to September 11, 2026
G	Motion to Quash Rule 2004 Subpoenas and for a Protective Order, filed September 3, 2026, In re Silber, Case No. 25-21650 (MBK) [Docket No. 198]
H	Transcript of the Rule 2004 Examination of Moshe Silber, September 2, 2025

[1] Capitalized terms used herein but not defined shall have the meaning ascribed to them the Motion.

Exhibit	Description
I	Transcript of the Section 341 Meeting of Creditors of Moshe Silber, March 30, 2026
J	Transcript of the Rule 2004 Examination of Moshe Silber, June 24, 2026
K	Subpoena Duces Tecum and Restraining Notice to Miriam Mizrachi dated December 26, 2024, NYSCEF Doc. No. 55, Acquiom Agency Services LLC v. Silber, Index No. 654386/2024 (Sup. Ct. N.Y. Cnty.)
L	Transcript of the April 3, 2025 hearing before the Hon. Nervana Patel, J.S.C., NYSCEF Doc. No. 64
M-1	Stipulation filed April 8, 2025, NYSCEF Doc. No. 62
M-2	Order entered April 9, 2025, NYSCEF Doc. No. 63
N	Second Subpoena Duces Tecum to Miriam Mizrachi dated July 12, 2025, returnable August 3, 2025, with Schedule of Documents to be Produced, NYSCEF Doc. No. 70
O	Order denying the further contempt application without prejudice, NYSCEF Doc. No. 107
P	Forbearance Agreement dated August 29, 2024 (produced by counsel for the noteholders)
Q	Transcript of the Deposition of Miriam Mizrachi, May 8, 2025, in the Acquiom Action (Sandy Saunders Reporting; condensed) — SPANO00003610—3649
R	Electronic mail chain of May 8, 2022 among S. Markowitz, J. Weiss and M. Silber (S Neuburger 109–113)
S	General ledger of CBRM Realty Inc. — accounts opened for the Sunnyside and Vecta transactions
T	Operating agreement of Vecta Partners LLC (f/k/a Rhodium BA Holdings LLC) and all amendments
U	Electronic mail chain of July 21 and 23, 2024 between M. Silber and L. Polivoda of Bernstein & Pinchuk LLP, subject "CBRM - 2022 Questions" — the list of "entities that shouldn't be in Cbrm" and the interlineated answers to the accountants' questions on the highlighted general ledger accounts (produced by the accountants)
V-1	December 2022 Investor Presentation — cover and the slide referring to the Vecta stock (NSI00001085)
V-2	December 2023 Investor Presentation — cover and the slide referring to the Vecta stock

Exhibit	Description
V-3	Project MONARCH Portfolio Summary dated December 15, 2022 (NSI00001336) — carries Vecta Stock at $71,685,000 debt-free, SN5399 at $28,000,000, and the purchase price, purchase date, appraisal date, appraised value and capital expenditure for every property in the portfolio
W-1	Crown Capital Holdings LLC, Flagstar Bank, N.A. account no. ******3820 — statement page for the outgoing wire of $5,376,202.08 of March 27, 2023
W-2	See Exhibit W-3
W-3	Crown Portfolio roster of the covenant compliance package for the quarter ended March 31, 2023 (NSI00000136) — carries Cloverleaf Apartments as one hundred percent Crown-owned, purchased March 27, 2023 for $5,500,000, appraised January 24, 2023 at $12,500,000, debt balance zero; also the source for the AHRCO portfolio figures stated at paragraph 30; Appraisal of Cloverleaf Apartments dated January 24, 2023, at $12,500,000
X-1	Crown Capital Holdings LLC, Flagstar Bank, N.A. account no. *****3820 — statement page for the outgoing wire of $2,318,101.81 of June 8, 2022 to Madison Title Agency, LLC bearing the escrow caption "MTAMI-174892 Redstone townhomes"
X-2	Project MONARCH Portfolio Summary dated December 15, 2022 (NSI00001336) — carrying Redstone Townhomes purchased June 8, 2022 at $2,500,000 and appraised June 15, 2022 at $5,300,000
Y-1	Fourth quarter 2021 financial statements furnished to the noteholders (NSI00001223)
Y-2	Crown Portfolio roster of the covenant compliance package for the quarter ended September 30, 2023 (NSI00000239) — carries Dearborn City Center, 600 Town Center Drive, Dearborn, Michigan, as one hundred percent owned, purchased October 26, 2021 for $18,250,000, appraised November 27, 2023 at $51,000,000, debt balance $11,490,000, trailing twelve-month net operating income $(673,569)
Z-1	RH New Orleans Holdings MM LLC, Valley National Bank account no. ****7407 — complete account statements for the period February 1, 2022 through September 30, 2024, recording the transfers to Syms Construction LLC
Z-2	Syms Construction LLC, Valley National Bank account no. ****5250 — complete account statements for the period February 1, 2022 through September 30, 2024, recording those receipts and the $12,770,000 paid out to the account of Moshe Silber ending 0307 in forty-eight distribution-captioned transfers during 2022
Z-3	Statement of profit and loss of Syms Construction LLC for 2022 and its comparative balance sheet at December 31, 2022, as produced by the Debtors' accountants

Exhibit	Description
AA-1	Rapid Services LLC, Form 1065 for 2020
AA-2	Rapid Services LLC, Form 1065 for 2021
AA-3	Schedule K-1 issued to Miriam Mizrachi by Rapid Services LLC for 2020
AA-4	Schedule K-1 issued to Miriam Mizrachi by Rapid Services LLC for 2021
AB	Bank records for the accounts of Miriam Mizrachi and of the entity she owns, redacted (marked Exhibit T-7 at the June 24, 2026 examination of Mr. Silber) — the source for the $1,000,000 August 2022 and $343,000 January 2025 deposits at paragraph 32
AC	Balance sheet comparison of CBRM Realty Inc. for the years ended December 31, 2022 and December 31, 2023, prepared by the Debtors' accountants — carries account 1849 "Stallion Aviation LLC" at $1,927,141.69 at both dates, account 2062 "Vecta Capital LLC" at $30,000 rising to $2,595,000, account 2365 "Sunnyside Federal" at $4,500,000 at both dates and account 1670 "Rhodium Bank Holdings LLC" at $14,100,000 at both dates
AD	Balance Sheet Comparison for Crown Capital Holdings LLC at March 31, 2022 against December 31, 2021, generated May 8, 2022 (S Neuburger 968–969) — carries account 2129, "Moshe Silber Loan," at $16,703,036.24 under Short Term Loans and $7,300,000 on the bank line captioned "Crown Capital Partners – Signature – 10019"
AE	Crown Portfolio roster of the covenant compliance package for the quarter ended December 31, 2022 (NSI00000083) — the AHRCO portfolio does not appear on it, which establishes that the package for the quarter ended March 31, 2023 is the first to report the acquisition

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the forgoing is true and correct to the best of my knowledge and belief.

Dated: September 15, 2026

/s/ Richard J. Corbi
Richard J. Corbi, Esq.

EXHIBIT A

Rule 2004 Subpoena to Miriam Mizrachi, issued and served
August 20, 2026, with Exhibit A thereto

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

Paul Hollander, Esq.
Rosanne Singer, Esq.
Okin Hollander LLC
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: phollander@okinhollander.com

Counsel to Ms. Miriam Mizrachi

Re: ***In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena to Ms. Miriam Mizrachi**

Dear Paul:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena to your client, Ms. Miriam Mizrachi, issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure. It is served on you as her counsel of record.

This is the first subpoena the CBRM Creditor Recovery Trustee has issued to Ms. Mizrachi or concerning her records. I am aware of the objection you made at Mr. Silber's examination that earlier third-party subpoenas touching her records — issued in the chapter 7 case, not by this Trustee — were not served on her or on you. Whatever the merits of that objection, this Trustee has no interest in giving you the same complaint. The subpoena is served on you directly; a copy is being served contemporaneously on the chapter 7 trustee of Mr. Silber's estate; and the subpoena issued the same day to JPMorgan Chase Bank, N.A. recites at Instruction 14 that a copy has been served on you, and encloses one.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and

[1] ECF No. 1.

authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

B. The Trustee's Investigation

As the Trustee stated to the Court in his reply to the Order to Show Cause in the adversary proceeding, filed May 12, 2026 [Adv. Pro. No. 26-01178, Doc. No. 28], since his appointment on November 12, 2025 the Trustee has undertaken a substantial investigation into potential claims and causes of action belonging to the CBRM estates. Given Mr. Silber's lack of cooperation with the CBRM Debtors, the Trustee has issued demand letters to former professionals and employees of the CBRM Debtors and has served Rule 2004 subpoenas upon multiple financial institutions and the CBRM Debtors' accounting firms to reconstruct CBRM's books and records. To date, the Trustee has received and continues to analyze thousands of pages of documents produced on a rolling basis. That investigation has focused, among other things, on analyzing transfers involving the CBRM Debtors and third parties.

C. The Vecta Interests

As set out in the Trustee's reply to the Order to Show Cause, on or about May 27, 2022, the Debtor caused at least $14.1 million to be distributed directly by CBRM to Computershare to purchase shares of Sunnyside Bancorp. On or about June 29, 2022, the Debtor caused at least $4.5 million to be distributed by CBRM directly to Vecta Bank as a capital contribution on behalf of CBRM. Together with related payments, at least $18,601,044.50 of CBRM Realty, Inc. funds was applied to the acquisition and capitalization of the bank.

No consideration moving from Vecta Partners, LLC, from Mr. Silber, or from Ms. Mizrachi to CBRM Realty, Inc. for those funds has been identified.

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[2] *Confirmation Order*, ECF No. 653.
[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.
[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that §541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

In his bankruptcy schedules the Debtor disclosed only a purported 5% indirect ownership interest in Vecta Bank, which he valued at approximately $500,000. At his section 341 meeting held on March 30, 2026, however, the Debtor testified that he had transferred 95% of his indirect ownership interest in Vecta Bank to his spouse, Ms. Mizrachi.

That testimony is consistent with the purported documentary record already before the Court in the chapter 7 case. By an agreement effective as of February 2, 2023, Mr. Silber purported to transfer a portion of that ownership to Ms. Mizrachi, in an agreement in which he is recorded as representing that he was in dire financial difficulties and which refers to the Department of Justice action.

The Trustee understands that Ms. Mizrachi claims ownership of the transferred interests by reason of that agreement, of the Voting Trust of which Nicholas Frungillo, Jr. is trustee, or of some other instrument. The Trustee does not know the terms on which that claim rests, what consideration she is said to have given, or what has since become of the interests. Those are among the principal subjects of the enclosed subpoena.

On these facts, CBRM Realty paid at least $18,601,044.50 and no consideration flowing back to it has been identified. Based upon the investigation conducted to date, the Trustee believes there are substantial grounds to contend that those transfers are avoidable under 11 U.S.C. § 544(b) and applicable New Jersey law, and that the interests acquired with them, or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2). In the alternative, the Trustee believes there are substantial grounds to contend that the interests in Vecta, Inc. are property of the CBRM estates rather than property of the Debtor's chapter 7 estate, and are subject to turnover under 11 U.S.C. § 542. The Trustee pleads these theories in the alternative and reserves all rights, claims and remedies.

D. <u>Other Matters Within the Subpoena</u>

Three further matters of record bring Ms. Mizrachi's documents within Rule 2004, which permits examination into any matter that may affect the administration of the estates:

- Tax returns report distributions to Mr. Silber of $30,207,653 for 2021 and $64,365,005 for 2022, together with an increase in loans to shareholder of approximately $91.96 million across the same two years.
- A Schedule K-1 issued by Rapid Services LLC to Ms. Mizrachi has been produced to the Trustee by CBRM's accountants. Rapid Services is one of a group of contractor entities that billed the Debtors' properties, and the Trustee is examining those billings.
- Records already of record show a deposit of approximately $1,000,000 into Ms. Mizrachi's checking account in August 2022, and an interest held by her in real property at 14 Enclave Boulevard, Lakewood, New Jersey.

The subpoena commands the production of documents only. No deposition is noticed by it, and Instruction 13 says so on its face. If your client wishes to resolve any category by a signed written statement rather than a production, the Trustee will consider it.

E. Timing

The subpoena is returnable September 4, 2026. A rolling production is acceptable, and the Trustee is willing to discuss scope, sequencing and format before your client begins. If there are categories your client does not hold, saying so in writing with a description of the search performed is a complete answer as to those categories. I would rather agree a workable schedule with you now than litigate one later.

F. Coordination and Confidentiality

A copy of this letter and the subpoena is being served on Karen Bezner, the chapter 7 trustee of Mr. Silber's estate, and on Arthur Abramowitz, as conflicts counsel. As set out above, the Trustee's position is that the Vecta and Sunnyside interests were acquired with CBRM Realty, Inc. funds and may be property of the CBRM estates rather than of the chapter 7 estate. That is a question between the fiduciaries, and the Trustee would rather resolve it with them than have your client caught between two estates. Nothing in this subpoena asks Ms. Mizrachi to take a position on it.

The Trustee will treat what is produced as confidential and will use it solely for the administration of these estates. If you would like a confidentiality stipulation or protective order in place first, send me your preferred form and I will execute it.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

G. Litigation Hold Notice

The Trustee also demands that Ms. Mizrachi and her agents, accountants, advisors and representatives preserve any and all documents, data, property, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received by Ms. Mizrachi and her agents, accountants, advisors and representatives.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, PDAs, Blackberry devices, smartphones, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, Ms. Mizrachi and her agents, accountants, advisors and representatives must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and Ms. Mizrachi and her agents, accountants, advisors and representatives are to take the necessary steps required to avoid destruction of such evidence.

H. Conclusion

Enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"), which requires the production of certain documents and information relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 2026**, at **11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re CBRM Realty Inc., et al.
Debtor

Case No. 25-15343 (MBK)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791 or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 4, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached EXHIBIT A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: August 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. As used herein, the term "**YOU**" means MS. MIRIAM MIZRACHI, also appearing of record as Miriam Silber and as Miriam Mizrahi, including any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for her.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

3. As used herein, the term "**ANY" and "ALL**" are used interchangeably and each means "any and all."

4. As used herein, the term "**AND" and "OR**" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term "**CONCERNING**" means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

7. As used herein, the term "**DEBTOR" or "DEBTORS**" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

8. As used herein, the term "**AFFILIATES**" means any individual or entity directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such person or entity is identified as an account holder.

9. As used herein, the term "**DOCUMENT**" has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term "**ELECTRONICALLY STORED INFORMATION" or "ESI**" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, databases, accounting and tax software files, cloud-stored documents, backups and associated metadata.

11. As used herein, the term "**INCLUDING**" means "including without limitation."

12. As used herein, the term "**PERSON**" means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**VECTA TRANSFER**" means the transfer to YOU of any portion of Moshe Silber's interest in Vecta Partners, LLC, Sunnyside Bancorp, Inc. or Sunnyside Federal Savings and Loan Association, including the agreement effective February 2, 2023 by which a portion of that interest was transferred, together with every draft, amendment and related instrument.

16. As used herein, the term "**SUBJECT ENTITIES**" means each of the following: Vecta Partners, LLC; Sunnyside Bancorp, Inc.; Sunnyside Federal Savings and Loan Association; Vecta, Inc.; Vecta Bank; the Voting Trust of which Nicholas Frungillo, Jr. is trustee; 14 Enclave Owner, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; Syms Construction LLC; M&M Construction LLC; Stallion Aviation LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE

5399 LLC; KR3 Holdings LLC; Crown Capital Holdings LLC; CBRM Realty, Inc.; and any other entity in which YOU hold or held, directly or indirectly, any legal, equitable or beneficial interest.

17. As used herein, the term "**PETITION DATE**" means May 19, 2025.

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

4. If any Request is objected to in part, produce all documents responsive to the balance of it.

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

7. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

10. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena commands the production of documents only. It does not command testimony, and no examination is noticed by it. It is served upon YOUR counsel of record, Okin Hollander LLC, and a copy is being served contemporaneously upon the chapter 7 trustee of the estate of Moshe Silber, Case No. 25-21650 (MBK).

14. This subpoena reaches documents within YOUR possession, custody or control, which includes documents held on YOUR behalf by any accountant, bookkeeper, financial advisor, trustee, family member or agent, and documents residing in any personal e-mail account, mobile device, computer or cloud storage service available to YOU.

15. Nothing in this subpoena seeks the substance of legal advice given to YOU by YOUR counsel. Documents withheld on a

claim of privilege must be logged in accordance with Instruction 8, and any claim of privilege must be asserted document by document rather than categorically.

16. Negative responses. If YOU have no documents responsive to a particular Request, state that expressly and describe the search performed, identifying the accounts, devices and locations searched and the person who conducted the search.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Interests in Entities: All documents CONCERNING any legal, equitable or beneficial interest YOU hold or have held in any entity, including each of the SUBJECT ENTITIES: the instrument by which YOU acquired it, the consideration YOU paid, the operating agreement or other governing document, all amendments, all capital account records, and all documents CONCERNING any subsequent transfer or encumbrance.

2. The Voting Trust: All documents CONCERNING the Voting Trust of which Nicholas Frungillo, Jr. is trustee, including the trust instrument and all amendments, all documents CONCERNING the deposit of any Vecta or Sunnyside interest into it, all voting instructions given or received, all communications with Mr. Frungillo, and all documents CONCERNING any proposed sale or disposition of Vecta Bank.

3. The 95% Interest: All documents CONCERNING the indirect ownership interest in Vecta Bank that the Debtor testified at his section 341 meeting on March 30, 2026 he had transferred to YOU, including the instrument effecting the transfer, the consideration YOU gave, any valuation obtained, all tax reporting of the transfer including any gift tax return, and all documents CONCERNING YOUR present ownership of that interest.

4. The Vecta Transfer: All documents and communications CONCERNING the VECTA TRANSFER, including every version of the agreement effective February 2, 2023; all documents CONCERNING its negotiation, drafting and execution; all documents CONCERNING the consideration YOU gave for it; all valuations or appraisals of the interest transferred; all documents CONCERNING the estate planning purpose asserted for it; and all communications with any attorney, accountant or advisor CONCERNING it, other than communications subject to a valid claim of privilege.

5. Rapid Services LLC: All documents CONCERNING YOUR interest in Rapid Services LLC, including the Schedule K-1 issued to YOU by that entity, all other Schedules K-1 and Forms 1099 YOU received from it, the instrument by which YOU acquired the interest and the consideration YOU paid, all distributions or payments YOU received from it, and all documents CONCERNING its dealings with any DEBTOR or AFFILIATE.

6. American Express and Other Credit Cards: All statements and records for the American Express accounts recorded on the books of Rapid Improvements LLC in YOUR name as accounts 97008 and 92025, and for every other credit card, charge card or line of credit issued in YOUR name or used by YOU at any time during the RELEVANT TIME PERIOD, together with all documents identifying who paid each account.

7. Bank, Brokerage and Investment Accounts: Documents sufficient to identify every bank, brokerage, investment, custodial, retirement or other financial account held by YOU or for YOUR benefit, individually or jointly, at any institution, at any time during the RELEVANT TIME PERIOD, together with complete statements for each.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into YOUR checking account in or about August 2022, including the source of the funds, the reason for the payment, and the subsequent use or disposition of those funds.

9. Real Property: All documents CONCERNING any real property in which YOU hold or have held any interest, including 14 Enclave Boulevard, Lakewood, New Jersey, and including deeds, mortgages, closing statements, appraisals, insurance policies, and all documents CONCERNING the source of the funds used to acquire, improve or carry each property.

10. The Silber Family Trust: All documents CONCERNING the Silber Family Trust, including the trust instrument and all amendments, all documents identifying its trustees and beneficiaries, all assets held by it, all distributions from it, and all documents CONCERNING the mortgage with Stifel Bank & Trust on the property at 12 Rustic Road, Lakewood, New Jersey.

11. Transfers Received From Moshe Silber: All documents CONCERNING any transfer of money, property or other value received by YOU, directly or indirectly, from Moshe Silber (a/k/a Mark Silber), from any DEBTOR, from any AFFILIATE, or from any PERSON acting for any of them, at any time during the RELEVANT TIME PERIOD, including the date,

amount, form and stated purpose of each.

12. Transfers Made By You: All documents CONCERNING any transfer of money, property or other value made by YOU to any PERSON in an amount exceeding $10,000, at any time during the RELEVANT TIME PERIOD, including any transfer to a family member, trust, foundation, charity or entity.

13. Sources of Support: All documents CONCERNING the sources of funds used to pay YOUR household and living expenses during the RELEVANT TIME PERIOD, including any payment made on YOUR behalf by any PERSON and any charitable support received.

14. Tax Returns: All federal, state and local income tax returns, extensions and amendments filed by YOU or on YOUR behalf, jointly or individually, for each year within the RELEVANT TIME PERIOD, together with all Schedules K-1 and Forms 1099 received, all supporting schedules and workpapers, and all gift tax returns.

15. The Documents Produced at the May 2025 Deposition: All documents YOU produced, brought or referred to at YOUR deposition taken on or about May 8, 2025, including the organizational chart and the financial records produced there, together with all documents CONCERNING how YOU obtained each of them and from whom.

16. Organizational Charts and Ownership Records: Every organizational chart, ownership schedule, entity list, capitalization table or funds-flow diagram CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY in YOUR possession, custody or control, in native format where available.

17. Communications with Moshe Silber: All communications between YOU and Moshe Silber (a/k/a Mark Silber) CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY, any transfer of any interest or asset, any bank account, or any tax return, by any medium including e-mail, text message, WhatsApp, Signal or any similar platform.

18. Communications with Others: All communications between YOU and Fredrick (Frederick) Schulman, Laura Rosenberg, Avi Orlansky, Ms. Shulamis Allon, Phillip M. Stern & Company, Bernstein & Pinchuk LLP or MBP Global LLP, Y H Roth CPA PC, Schneider, Schecter & Yoss, LLP, or any accountant, bookkeeper or financial advisor, CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY.

19. Role and Services: All documents CONCERNING any role YOU held or services YOU performed for any DEBTOR, AFFILIATE or SUBJECT ENTITY, including any officer, director, member, manager or employee position, any compensation received, and any document YOU signed on behalf of any of them.

20. Safe Deposit Boxes and Stored Property: All documents CONCERNING any safe deposit box, storage unit or similar facility rented by or accessible to YOU, and all documents CONCERNING any cash, precious metals, jewelry, artwork or other valuables held by YOU outside a financial institution.

21. Aircraft, Vessels and Vehicles: All documents CONCERNING any aircraft, vessel or motor vehicle owned, leased, chartered or used by YOU or made available for YOUR use, including any aircraft of Stallion Aviation LLC and any vessel recorded on the books of any SUBJECT ENTITY.

22. Devices, Accounts and Retention: Documents sufficient to identify every e-mail account, mobile device, computer, tablet and cloud storage service used by YOU during the RELEVANT TIME PERIOD; and all documents CONCERNING any deletion, loss or destruction of documents responsive to this subpoena.

23. Persons Holding Your Records: Documents sufficient to identify every accountant, bookkeeper, attorney, financial advisor, trustee or other PERSON who holds or has held documents CONCERNING YOUR financial affairs, and the categories of documents each holds.

EXHIBIT B

Transmittal electronic mail effecting service of the Subpoena on Paul S. Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC, August 20, 2026, with attachments and overnight delivery confirmation

Gmail

Richard Corbi <rcorbi@corbilaw.com>

In re CBRM Realty Inc., et. al., Case No. 25-15343 (MBK) (Bankr. D.N.J.)

1 message

Richard Corbi <rcorbi@corbilaw.com> Thu, Aug 20, 2026 at 7:18 PM
To: Paul Hollander <phollander@okinhollander.com>, "Rosanne A. Singer" <rsinger@okinhollander.com>
Cc: Dan Kamensky <dan@rla-pc.com>

Please see the attached courtesy copies.

--

Richard J. Corbi

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

O: (646) 571-2033 | M: (516) 582-0649

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2 attachments

08.20.2026 - CBRM - J.P. Morgan - Rule 2004 Subpoena (FINAL).pdf
768K

08.20.2026 - CBRM - Miriam - Rule 2004 Subpoena (FINAL).pdf
786K

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

Paul Hollander, Esq.
Rosanne Singer, Esq.
Okin Hollander LLC
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: phollander@okinhollander.com

Counsel to Ms. Miriam Mizrachi

Re: *In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena to Ms. Miriam Mizrachi

Dear Paul:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena to your client, Ms. Miriam Mizrachi, issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure. It is served on you as her counsel of record.

This is the first subpoena the CBRM Creditor Recovery Trustee has issued to Ms. Mizrachi or concerning her records. I am aware of the objection you made at Mr. Silber's examination that earlier third-party subpoenas touching her records — issued in the chapter 7 case, not by this Trustee — were not served on her or on you. Whatever the merits of that objection, this Trustee has no interest in giving you the same complaint. The subpoena is served on you directly; a copy is being served contemporaneously on the chapter 7 trustee of Mr. Silber's estate; and the subpoena issued the same day to JPMorgan Chase Bank, N.A. recites at Instruction 14 that a copy has been served on you, and encloses one.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and

[1] ECF No. 1.

authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

B. The Trustee's Investigation

As the Trustee stated to the Court in his reply to the Order to Show Cause in the adversary proceeding, filed May 12, 2026 [Adv. Pro. No. 26-01178, Doc. No. 28], since his appointment on November 12, 2025 the Trustee has undertaken a substantial investigation into potential claims and causes of action belonging to the CBRM estates. Given Mr. Silber's lack of cooperation with the CBRM Debtors, the Trustee has issued demand letters to former professionals and employees of the CBRM Debtors and has served Rule 2004 subpoenas upon multiple financial institutions and the CBRM Debtors' accounting firms to reconstruct CBRM's books and records. To date, the Trustee has received and continues to analyze thousands of pages of documents produced on a rolling basis. That investigation has focused, among other things, on analyzing transfers involving the CBRM Debtors and third parties.

C. The Vecta Interests

As set out in the Trustee's reply to the Order to Show Cause, on or about May 27, 2022, the Debtor caused at least $14.1 million to be distributed directly by CBRM to Computershare to purchase shares of Sunnyside Bancorp. On or about June 29, 2022, the Debtor caused at least $4.5 million to be distributed by CBRM directly to Vecta Bank as a capital contribution on behalf of CBRM. Together with related payments, at least $18,601,044.50 of CBRM Realty, Inc. funds was applied to the acquisition and capitalization of the bank.

No consideration moving from Vecta Partners, LLC, from Mr. Silber, or from Ms. Mizrachi to CBRM Realty, Inc. for those funds has been identified.

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[2] *Confirmation Order*, ECF No. 653.
[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.
[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that §541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

In his bankruptcy schedules the Debtor disclosed only a purported 5% indirect ownership interest in Vecta Bank, which he valued at approximately $500,000. At his section 341 meeting held on March 30, 2026, however, the Debtor testified that he had transferred 95% of his indirect ownership interest in Vecta Bank to his spouse, Ms. Mizrachi.

That testimony is consistent with the purported documentary record already before the Court in the chapter 7 case. By an agreement effective as of February 2, 2023, Mr. Silber purported to transfer a portion of that ownership to Ms. Mizrachi, in an agreement in which he is recorded as representing that he was in dire financial difficulties and which refers to the Department of Justice action.

The Trustee understands that Ms. Mizrachi claims ownership of the transferred interests by reason of that agreement, of the Voting Trust of which Nicholas Frungillo, Jr. is trustee, or of some other instrument. The Trustee does not know the terms on which that claim rests, what consideration she is said to have given, or what has since become of the interests. Those are among the principal subjects of the enclosed subpoena.

On these facts, CBRM Realty paid at least $18,601,044.50 and no consideration flowing back to it has been identified. Based upon the investigation conducted to date, the Trustee believes there are substantial grounds to contend that those transfers are avoidable under 11 U.S.C. § 544(b) and applicable New Jersey law, and that the interests acquired with them, or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2). In the alternative, the Trustee believes there are substantial grounds to contend that the interests in Vecta, Inc. are property of the CBRM estates rather than property of the Debtor's chapter 7 estate, and are subject to turnover under 11 U.S.C. § 542. The Trustee pleads these theories in the alternative and reserves all rights, claims and remedies.

D. <u>Other Matters Within the Subpoena</u>

Three further matters of record bring Ms. Mizrachi's documents within Rule 2004, which permits examination into any matter that may affect the administration of the estates:

- Tax returns report distributions to Mr. Silber of $30,207,653 for 2021 and $64,365,005 for 2022, together with an increase in loans to shareholder of approximately $91.96 million across the same two years.
- A Schedule K-1 issued by Rapid Services LLC to Ms. Mizrachi has been produced to the Trustee by CBRM's accountants. Rapid Services is one of a group of contractor entities that billed the Debtors' properties, and the Trustee is examining those billings.
- Records already of record show a deposit of approximately $1,000,000 into Ms. Mizrachi's checking account in August 2022, and an interest held by her in real property at 14 Enclave Boulevard, Lakewood, New Jersey.

The subpoena commands the production of documents only. No deposition is noticed by it, and Instruction 13 says so on its face. If your client wishes to resolve any category by a signed written statement rather than a production, the Trustee will consider it.

E. Timing

The subpoena is returnable September 4, 2026. A rolling production is acceptable, and the Trustee is willing to discuss scope, sequencing and format before your client begins. If there are categories your client does not hold, saying so in writing with a description of the search performed is a complete answer as to those categories. I would rather agree a workable schedule with you now than litigate one later.

F. Coordination and Confidentiality

A copy of this letter and the subpoena is being served on Karen Bezner, the chapter 7 trustee of Mr. Silber's estate, and on Arthur Abramowitz, as conflicts counsel. As set out above, the Trustee's position is that the Vecta and Sunnyside interests were acquired with CBRM Realty, Inc. funds and may be property of the CBRM estates rather than of the chapter 7 estate. That is a question between the fiduciaries, and the Trustee would rather resolve it with them than have your client caught between two estates. Nothing in this subpoena asks Ms. Mizrachi to take a position on it.

The Trustee will treat what is produced as confidential and will use it solely for the administration of these estates. If you would like a confidentiality stipulation or protective order in place first, send me your preferred form and I will execute it.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

G. Litigation Hold Notice

The Trustee also demands that Ms. Mizrachi and her agents, accountants, advisors and representatives preserve any and all documents, data, property, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received by Ms. Mizrachi and her agents, accountants, advisors and representatives.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, PDAs, Blackberry devices, smartphones, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, Ms. Mizrachi and her agents, accountants, advisors and representatives must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and Ms. Mizrachi and her agents, accountants, advisors and representatives are to take the necessary steps required to avoid destruction of such evidence.

H. Conclusion

Enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"), which requires the production of certain documents and information relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 2026**, at **11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re CBRM Realty Inc., et al.
Debtor

Case No. 25-15343 (MBK)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791 or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 4, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached EXHIBIT A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: August 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. As used herein, the term "**YOU**" means MS. MIRIAM MIZRACHI, also appearing of record as Miriam Silber and as Miriam Mizrahi, including any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for her.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

3. As used herein, the term "**ANY" and "ALL**" are used interchangeably and each means "any and all."

4. As used herein, the term "**AND" and "OR**" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term "**CONCERNING**" means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

7. As used herein, the term "**DEBTOR" or "DEBTORS**" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

8. As used herein, the term "**AFFILIATES**" means any individual or entity directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such person or entity is identified as an account holder.

9. As used herein, the term "**DOCUMENT**" has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term "**ELECTRONICALLY STORED INFORMATION" or "ESI**" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, databases, accounting and tax software files, cloud-stored documents, backups and associated metadata.

11. As used herein, the term "**INCLUDING**" means "including without limitation."

12. As used herein, the term "**PERSON**" means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**VECTA TRANSFER**" means the transfer to YOU of any portion of Moshe Silber's interest in Vecta Partners, LLC, Sunnyside Bancorp, Inc. or Sunnyside Federal Savings and Loan Association, including the agreement effective February 2, 2023 by which a portion of that interest was transferred, together with every draft, amendment and related instrument.

16. As used herein, the term "**SUBJECT ENTITIES**" means each of the following: Vecta Partners, LLC; Sunnyside Bancorp, Inc.; Sunnyside Federal Savings and Loan Association; Vecta, Inc.; Vecta Bank; the Voting Trust of which Nicholas Frungillo, Jr. is trustee; 14 Enclave Owner, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; Syms Construction LLC; M&M Construction LLC; Stallion Aviation LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE

5399 LLC; KR3 Holdings LLC; Crown Capital Holdings LLC; CBRM Realty, Inc.; and any other entity in which YOU hold or held, directly or indirectly, any legal, equitable or beneficial interest.

17. As used herein, the term "**PETITION DATE**" means May 19, 2025.

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

4. If any Request is objected to in part, produce all documents responsive to the balance of it.

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

7. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

10. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena commands the production of documents only. It does not command testimony, and no examination is noticed by it. It is served upon YOUR counsel of record, Okin Hollander LLC, and a copy is being served contemporaneously upon the chapter 7 trustee of the estate of Moshe Silber, Case No. 25-21650 (MBK).

14. This subpoena reaches documents within YOUR possession, custody or control, which includes documents held on YOUR behalf by any accountant, bookkeeper, financial advisor, trustee, family member or agent, and documents residing in any personal e-mail account, mobile device, computer or cloud storage service available to YOU.

15. Nothing in this subpoena seeks the substance of legal advice given to YOU by YOUR counsel. Documents withheld on a

claim of privilege must be logged in accordance with Instruction 8, and any claim of privilege must be asserted document by document rather than categorically.

16. Negative responses. If YOU have no documents responsive to a particular Request, state that expressly and describe the search performed, identifying the accounts, devices and locations searched and the person who conducted the search.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Interests in Entities: All documents CONCERNING any legal, equitable or beneficial interest YOU hold or have held in any entity, including each of the SUBJECT ENTITIES: the instrument by which YOU acquired it, the consideration YOU paid, the operating agreement or other governing document, all amendments, all capital account records, and all documents CONCERNING any subsequent transfer or encumbrance.

2. The Voting Trust: All documents CONCERNING the Voting Trust of which Nicholas Frungillo, Jr. is trustee, including the trust instrument and all amendments, all documents CONCERNING the deposit of any Vecta or Sunnyside interest into it, all voting instructions given or received, all communications with Mr. Frungillo, and all documents CONCERNING any proposed sale or disposition of Vecta Bank.

3. The 95% Interest: All documents CONCERNING the indirect ownership interest in Vecta Bank that the Debtor testified at his section 341 meeting on March 30, 2026 he had transferred to YOU, including the instrument effecting the transfer, the consideration YOU gave, any valuation obtained, all tax reporting of the transfer including any gift tax return, and all documents CONCERNING YOUR present ownership of that interest.

4. The Vecta Transfer: All documents and communications CONCERNING the VECTA TRANSFER, including every version of the agreement effective February 2, 2023; all documents CONCERNING its negotiation, drafting and execution; all documents CONCERNING the consideration YOU gave for it; all valuations or appraisals of the interest transferred; all documents CONCERNING the estate planning purpose asserted for it; and all communications with any attorney, accountant or advisor CONCERNING it, other than communications subject to a valid claim of privilege.

5. Rapid Services LLC: All documents CONCERNING YOUR interest in Rapid Services LLC, including the Schedule K-1 issued to YOU by that entity, all other Schedules K-1 and Forms 1099 YOU received from it, the instrument by which YOU acquired the interest and the consideration YOU paid, all distributions or payments YOU received from it, and all documents CONCERNING its dealings with any DEBTOR or AFFILIATE.

6. American Express and Other Credit Cards: All statements and records for the American Express accounts recorded on the books of Rapid Improvements LLC in YOUR name as accounts 97008 and 92025, and for every other credit card, charge card or line of credit issued in YOUR name or used by YOU at any time during the RELEVANT TIME PERIOD, together with all documents identifying who paid each account.

7. Bank, Brokerage and Investment Accounts: Documents sufficient to identify every bank, brokerage, investment, custodial, retirement or other financial account held by YOU or for YOUR benefit, individually or jointly, at any institution, at any time during the RELEVANT TIME PERIOD, together with complete statements for each.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into YOUR checking account in or about August 2022, including the source of the funds, the reason for the payment, and the subsequent use or disposition of those funds.

9. Real Property: All documents CONCERNING any real property in which YOU hold or have held any interest, including 14 Enclave Boulevard, Lakewood, New Jersey, and including deeds, mortgages, closing statements, appraisals, insurance policies, and all documents CONCERNING the source of the funds used to acquire, improve or carry each property.

10. The Silber Family Trust: All documents CONCERNING the Silber Family Trust, including the trust instrument and all amendments, all documents identifying its trustees and beneficiaries, all assets held by it, all distributions from it, and all documents CONCERNING the mortgage with Stifel Bank & Trust on the property at 12 Rustic Road, Lakewood, New Jersey.

11. Transfers Received From Moshe Silber: All documents CONCERNING any transfer of money, property or other value received by YOU, directly or indirectly, from Moshe Silber (a/k/a Mark Silber), from any DEBTOR, from any AFFILIATE, or from any PERSON acting for any of them, at any time during the RELEVANT TIME PERIOD, including the date,

amount, form and stated purpose of each.

12. Transfers Made By You: All documents CONCERNING any transfer of money, property or other value made by YOU to any PERSON in an amount exceeding $10,000, at any time during the RELEVANT TIME PERIOD, including any transfer to a family member, trust, foundation, charity or entity.

13. Sources of Support: All documents CONCERNING the sources of funds used to pay YOUR household and living expenses during the RELEVANT TIME PERIOD, including any payment made on YOUR behalf by any PERSON and any charitable support received.

14. Tax Returns: All federal, state and local income tax returns, extensions and amendments filed by YOU or on YOUR behalf, jointly or individually, for each year within the RELEVANT TIME PERIOD, together with all Schedules K-1 and Forms 1099 received, all supporting schedules and workpapers, and all gift tax returns.

15. The Documents Produced at the May 2025 Deposition: All documents YOU produced, brought or referred to at YOUR deposition taken on or about May 8, 2025, including the organizational chart and the financial records produced there, together with all documents CONCERNING how YOU obtained each of them and from whom.

16. Organizational Charts and Ownership Records: Every organizational chart, ownership schedule, entity list, capitalization table or funds-flow diagram CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY in YOUR possession, custody or control, in native format where available.

17. Communications with Moshe Silber: All communications between YOU and Moshe Silber (a/k/a Mark Silber) CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY, any transfer of any interest or asset, any bank account, or any tax return, by any medium including e-mail, text message, WhatsApp, Signal or any similar platform.

18. Communications with Others: All communications between YOU and Fredrick (Frederick) Schulman, Laura Rosenberg, Avi Orlansky, Ms. Shulamis Allon, Phillip M. Stern & Company, Bernstein & Pinchuk LLP or MBP Global LLP, Y H Roth CPA PC, Schneider, Schecter & Yoss, LLP, or any accountant, bookkeeper or financial advisor, CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY.

19. Role and Services: All documents CONCERNING any role YOU held or services YOU performed for any DEBTOR, AFFILIATE or SUBJECT ENTITY, including any officer, director, member, manager or employee position, any compensation received, and any document YOU signed on behalf of any of them.

20. Safe Deposit Boxes and Stored Property: All documents CONCERNING any safe deposit box, storage unit or similar facility rented by or accessible to YOU, and all documents CONCERNING any cash, precious metals, jewelry, artwork or other valuables held by YOU outside a financial institution.

21. Aircraft, Vessels and Vehicles: All documents CONCERNING any aircraft, vessel or motor vehicle owned, leased, chartered or used by YOU or made available for YOUR use, including any aircraft of Stallion Aviation LLC and any vessel recorded on the books of any SUBJECT ENTITY.

22. Devices, Accounts and Retention: Documents sufficient to identify every e-mail account, mobile device, computer, tablet and cloud storage service used by YOU during the RELEVANT TIME PERIOD; and all documents CONCERNING any deletion, loss or destruction of documents responsive to this subpoena.

23. Persons Holding Your Records: Documents sufficient to identify every accountant, bookkeeper, attorney, financial advisor, trustee or other PERSON who holds or has held documents CONCERNING YOUR financial affairs, and the categories of documents each holds.

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

JPMorgan Chase Bank, N.A.
Attn: National Subpoena Processing
Mail Code LA4-6455, 700 Kansas Lane
Monroe, LA 71203

Re: ***In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena — Deposit and Related Accounts**

Dear Sir/Madam:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in his capacity as Trustee of the CBRM Creditor Recovery Trust (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, seeking records of accounts maintained at your institution by or for Ms. Miriam Mizrachi and the related persons and entities identified in it.

This is the first subpoena the Trustee has issued to your institution in these cases. The Trustee understands that your institution produced records concerning certain of these accounts in a separate proceeding, In re Moshe Silber, Case No. 25-21650 (MBK), in response to a subpoena issued by the chapter 7 trustee of that estate. This Trustee was not the issuing party there and holds no production from your institution. This subpoena is a narrow request: identify the accounts described in it and produce the ordinary account records for them. The Trustee makes no allegation of any kind against your institution and does not contend that it had any role in or knowledge of the matters under investigation; Instruction 13 says so on the face of the subpoena.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is

[1] ECF No. 1.
[2] *Confirmation Order*, ECF No. 653.

effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

The balance of this letter sets out what the Trustee is asking you to agree to and what the enclosed subpoena covers.

Accordingly, enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"), which requires the production of certain documents and information relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 2026**, at **11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

B. Notice to the Account Holder

So that the position is clear to your institution: Ms. Mizrachi is represented by Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC. A copy of this letter and of the enclosed subpoena has been served on her counsel contemporaneously with its issuance, and counsel is copied below. Nothing in the subpoena prevents your institution from giving any notice it would ordinarily give a customer.

[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.
[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that §541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

Two instructions warrant particular attention. Instruction 14 asks that the search be run by taxpayer identification number and on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — rather than on a single exact-name match, because exact-name searching has produced incomplete results elsewhere in this investigation. Instruction 15 asks for internal book transfer records, which generate no Fedwire or ACH message and are therefore invisible to a wire-only search.

C. Timing

The subpoena is returnable September 18, 2026. A rolling production is acceptable. If your institution maintains no account for a particular person or entity named in the subpoena, saying so in writing, with a description of the search performed, is a complete answer as to that name. Counsel is available to meet and confer on scope, format or timing, and the Trustee will consider reasonable, documented out-of-pocket costs of compliance.

D. Confidentiality

The Trustee will treat the materials produced as confidential and will use them solely for the administration of these estates. If your institution requires a confidentiality stipulation or protective order before producing, please send your preferred form and the Trustee will execute it.

Please direct any questions to me at the number below.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

E. Litigation Hold Notice

The Trustee also demands that your institution and its officers, employees, representatives and agents preserve any and all documents, data, property, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received by your institution and its officers, employees, representatives and agents.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, PDAs, Blackberry devices, smartphones, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, your institution and its officers, employees, representatives and agents must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and your institution and its officers, employees, representatives and agents are to take the necessary steps required to avoid destruction of such evidence.

F. Conclusion

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re CBRM Realty Inc., et al.
Debtor

Case No. 25-15343 (MBK)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: JPMorgan Chase Bank, N.A., Attn: National Subpoena Processing, Mail Code LA4-6455, 700 Kansas Lane, Monroe, LA 71203
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791 or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 4, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached EXHIBIT A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: August 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. As used herein, the term "**YOU**" means JPMORGAN CHASE BANK, N.A., including without limitation JPMorgan Chase & Co. and all predecessors, successors, parents, subsidiaries, affiliates, divisions, branches, departments, officers, employees, agents, third party servicers, data processors and custodians of records.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

3. As used herein, the term "**ANY" and "ALL**" are used interchangeably and each means "any and all."

4. As used herein, the term "**AND" and "OR**" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term "**CONCERNING**" means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

7. As used herein, the term "**DEBTOR" or "DEBTORS**" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

8. As used herein, the term "**AFFILIATES**" means any individual or entity directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such person or entity is identified as an account holder.

9. As used herein, the term "**DOCUMENT**" has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term "**ELECTRONICALLY STORED INFORMATION" or "ESI**" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, databases, accounting and tax software files, cloud-stored documents, backups and associated metadata.

11. As used herein, the term "**INCLUDING**" means "including without limitation."

12. As used herein, the term "**PERSON**" means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**SUBJECT PERSONS**" means Miriam Mizrachi, also appearing of record as Miriam Silber and as Miriam Mizrahi, and each of the following to the extent she holds or held any interest in, or signature, transaction or online authority over, an account of it: 14 Enclave Owner, LLC; Vecta Partners, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE 5399 LLC; and KR3 Holdings LLC. This term also includes any account held jointly by Miriam Mizrachi with Moshe Silber (a/k/a Mark Silber) or with any other PERSON.

16. As used herein, the term "**SUBJECT ACCOUNTS**" means any and all deposit, checking, savings, money market, escrow, custodial, sweep, trust, brokerage, investment, certificate of deposit, loan, line of credit, credit card, mortgage and safe

deposit accounts maintained at YOUR institution at any time during the RELEVANT TIME PERIOD by, in the name of, for the benefit of, or over which signature, transaction or online authority was exercised by, any SUBJECT PERSON, whether held individually or jointly, directly or indirectly, or through any intermediary, nominee, trustee or agent.

17. As used herein, the term "**PETITION DATE**" means May 19, 2025.

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

4. If any Request is objected to in part, produce all documents responsive to the balance of it.

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

7. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

10. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena is directed to YOU solely in YOUR capacity as a depository and financial institution. The Trustee does not contend that YOU had any role in or knowledge of the matters under investigation, and no Request should be read to suggest otherwise.

14. Notice to the account holder. Contemporaneously with the issuance of this subpoena, the Trustee has served a copy of it, together with the accompanying letter, on Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC, counsel to Ms. Mizrachi. Nothing in this subpoena prevents YOU from giving any notice YOU would ordinarily give a customer.

15. Search methodology. Search by name, by taxpayer identification number and by address, and search on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — across all deposit, loan, treasury, trust, brokerage, credit card, mortgage and safe deposit systems of YOURS and of every predecessor and affiliate institution. A search limited to exact matches on a single spelling against current deposit systems is not responsive.

16. Internal transfers. For each transfer of funds between a SUBJECT ACCOUNT and any other account maintained at YOUR institution, produce the internal transfer record identifying the counterparty account number, the account title and holder, the date, the amount and any reference or memo field. A search limited to Fedwire, CHIPS, SWIFT or ACH records is not responsive, because an internal book transfer between two accounts at the same institution generates no wire message.

17. Negative responses and certification. If YOU maintain or maintained no account for a particular SUBJECT PERSON, state that expressly and describe the search performed. Produce with YOUR production a certification of custodian of records, signed under penalty of perjury by a person with knowledge, identifying the systems searched, the search terms and date ranges applied, and attesting that the documents produced are true and complete copies of records made and kept in the regular course of YOUR business.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Identification of Accounts: Documents sufficient to identify every SUBJECT ACCOUNT, stating for each the complete account number, the account title as carried on YOUR records, the taxpayer identification number associated with it, the account type, the branch or business unit, the date opened, the date closed if applicable, the current status, and the current or final balance.

2. Account Opening and Customer Diligence: For each SUBJECT ACCOUNT, all account opening documents, applications, signature cards, resolutions and certificates of authority, customer identification program records, beneficial ownership certifications obtained under 31 C.F.R. § 1010.230, source-of-funds and anti-money-laundering diligence, enhanced due diligence files, and copies of every identification document furnished by any signatory or beneficial owner.

3. Signature and Transaction Authority: Documents sufficient to identify every PERSON holding signature, transaction, wire origination, debit card or online banking authority over any SUBJECT ACCOUNT at any time during the RELEVANT TIME PERIOD, together with every addition, removal or change in such authority and the date of and instruction authorizing each.

4. Statements and Transaction Histories: Complete periodic statements and complete transaction histories for every SUBJECT ACCOUNT for the RELEVANT TIME PERIOD, produced in native or electronic form, without redaction and without omission of any period.

5. Items: For every SUBJECT ACCOUNT, all cancelled checks (front and back), deposit slips and all deposited items (front and back), withdrawal tickets, cashier's and official checks, debit and credit memoranda, returned item notices and overdraft records.

6. Wire and Electronic Funds Transfers: For every incoming and outgoing wire transfer and electronic funds transfer to or from any SUBJECT ACCOUNT, the complete record specified in Instruction 12, together with all wire instructions, payment orders, callback and verification records, and all supporting documentation furnished to YOU in connection with each.

7. Internal Transfers: All records of internal book transfers between any SUBJECT ACCOUNT and any other account maintained at YOUR institution, produced in accordance with Instruction 15, identifying for each the counterparty account number, the account title and holder, the date, the amount and any reference or memo field.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into a checking account of Miriam Mizrachi in or about August 2022, including the deposited item front and back, the source of the funds, the originating institution and account, any wire or transfer advice, any currency transaction report or suspicious activity documentation created in connection with it, and all records of the subsequent disposition of those funds.

9. The 14 Enclave Owner, LLC Account: The complete account file for every account of 14 Enclave Owner, LLC, including the account opening documents, the signature card, all periodic statements, all deposited items and cancelled checks front and back, and all documents CONCERNING the source of funds used to acquire or carry the real property at 14 Enclave Boulevard, Lakewood, New Jersey.

10. Loans, Mortgages and Credit: All documents CONCERNING any loan, mortgage, home equity line, line of credit or credit card extended by YOU to or for the benefit of any SUBJECT PERSON, including the complete credit file, the application and all financial statements submitted in support of it, all appraisals, all collateral documents, and the payment and payoff history.

11. Investment and Brokerage Accounts: For every investment, brokerage, custody or advisory account of any SUBJECT PERSON, all account statements, confirmations, holdings reports and transfer records, including all documents CONCERNING any security, membership interest or other asset held in or transferred into or out of any such account.

12. Safe Deposit: All records CONCERNING any safe deposit box rented by or accessible to any SUBJECT PERSON, including the rental agreement, the identity of each authorized user, and the complete access log.

13. Transfers Between the Subject Persons and Moshe Silber: All documents CONCERNING any transfer of funds, in either direction, between any SUBJECT ACCOUNT and any account of Moshe Silber (a/k/a Mark Silber), Fredrick (Frederick) Schulman, any DEBTOR or any AFFILIATE, whether by wire, check, internal transfer or otherwise.

14. Closure and Disposition of Balances: All documents CONCERNING the closure of any SUBJECT ACCOUNT, including the instruction to close, the identity of the PERSON giving it, the disposition of the closing balance, and the receiving account and institution.

15. Other Legal Process: All other subpoenas, garnishments, levies, restraining notices, tax levies or liens, and law enforcement or regulatory process served upon YOU during the RELEVANT TIME PERIOD CONCERNING any SUBJECT PERSON or SUBJECT ACCOUNT, together with YOUR response to each.

16. Related Accounts: Documents sufficient to identify any other account at YOUR institution as to which any SUBJECT PERSON is or was named as an owner, signatory, beneficial owner, beneficiary, trustee or authorized user, and any account sharing a taxpayer identification number, address or telephone number with any SUBJECT ACCOUNT.

SHIP DATE:
Fri 21 AUG 2026

EXPECTED DELIVERY DATE:
SAT 22 AUG 2026 12:00 PM

SHIP FROM:
RICHARD J CORBI
58 CYPRESS AVE
Bogota NJ 07603
(516) 582-0649

SHIP TO:
ROSANNE SINGER, ESQ.
PAUL HOLLANDER, ESQ.
500 FRANK W BURR BLVD
STE 40
TEANECK NJ 07666-6805
Business

SHIPPED THROUGH:
The UPS Store #7804
RIDGEFIELD PARK,NJ 07660-1627
(201) 494-4305

SHIPMENT INFORMATION:
UPS Next Day Air Com
0 lb 2.0 oz actual wt
LTR Billed Weight
Carrier Letter
Saturday Delivery

Tracking Number: 1zF2152K4431168639
Shipment ID: MM93GP455N4M9
Ship Ref 1: - -
Ship Ref 2: - -

DESCRIPTION OF GOODS:
DOCS

SHIPMENT CHARGES:

Next Day Air Com	34.80
Service Options	17.25
Fuel Surcharge	14.45
CMS Processing Fee	0.22
Total	$66.72

COMPLETE ONLINE TRACKING: Enter this address in your web browser to track:
http://theupsstore.com (select Tracking, enter Shipment ID #) SHIPMENT
QUESTIONS? Contact SHIPPED THROUGH above.
NEED PACKAGE HELP? (lost/damaged). Provide details so we can help:
https://online.upscapital.com/tcop

Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:
Fri 21 AUG 2026

EXPECTED DELIVERY DATE:
SAT 22 AUG 2026 12:00 PM

SHIP FROM:
RICHARD J CORBI
58 CYPRESS AVE
Bogota NJ 07603
(516) 582-0649

SHIP TO:
JP MORGAN CHASE BANK, N.A.
NATIONAL SUBPOENA PROCESSING
700 KANSAS LN
MAIL CODE LA4-6455
MONROE LA 71203-4774
Business

SHIPPED THROUGH:
The UPS Store #7804
RIDGEFIELD PARK,NJ 07660-1527
(201) 494-4305

SHIPMENT INFORMATION:
UPS Next Day Air Com
0 lb 1.8 oz actual wt
LTR Billed Weight
Carrier Letter
Saturday Delivery

Tracking Number: 1zF2152K4431170662
Shipment ID: MM93GP40TQJ1N
Ship Ref 1: - -
Ship Ref 2: - -

DESCRIPTION OF GOODS:
DOCS

SHIPMENT CHARGES:

Next Day Air Com	66.17
Service Options	17.25
Fuel Surcharge	20.38
CMS Processing Fee	0.22
Total	$94.02

COMPLETE ONLINE TRACKING: Enter this address in your web browser to track:
http://theupsstore.com (select Tracking, enter Shipment ID #) SHIPMENT
QUESTIONS? Contact SHIPPED THROUGH above.
NEED PACKAGE HELP? (lost/damaged). Provide details so we can help:
https://online.upscapital.com/logn

ShipmentID: MM93GP40TQJ1N

Powered by iShip(r)
[illegible] 06:57 PM Pacific Time F

The UPS Store®

EXHIBIT C

Rule 2004 Subpoena to JPMorgan Chase Bank, N.A., issued
August 20, 2026

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

JPMorgan Chase Bank, N.A.
Attn: National Subpoena Processing
Mail Code LA4-6455, 700 Kansas Lane
Monroe, LA 71203

Re: ***In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena — Deposit and Related Accounts**

Dear Sir/Madam:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in his capacity as Trustee of the CBRM Creditor Recovery Trust (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, seeking records of accounts maintained at your institution by or for Ms. Miriam Mizrachi and the related persons and entities identified in it.

This is the first subpoena the Trustee has issued to your institution in these cases. The Trustee understands that your institution produced records concerning certain of these accounts in a separate proceeding, In re Moshe Silber, Case No. 25-21650 (MBK), in response to a subpoena issued by the chapter 7 trustee of that estate. This Trustee was not the issuing party there and holds no production from your institution. This subpoena is a narrow request: identify the accounts described in it and produce the ordinary account records for them. The Trustee makes no allegation of any kind against your institution and does not contend that it had any role in or knowledge of the matters under investigation; Instruction 13 says so on the face of the subpoena.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is

[1] ECF No. 1.
[2] *Confirmation Order*, ECF No. 653.

effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

The balance of this letter sets out what the Trustee is asking you to agree to and what the enclosed subpoena covers.

Accordingly, enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"), which requires the production of certain documents and information relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 2026**, at **11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

B. Notice to the Account Holder

So that the position is clear to your institution: Ms. Mizrachi is represented by Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC. A copy of this letter and of the enclosed subpoena has been served on her counsel contemporaneously with its issuance, and counsel is copied below. Nothing in the subpoena prevents your institution from giving any notice it would ordinarily give a customer.

[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.
[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that §541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

Two instructions warrant particular attention. Instruction 14 asks that the search be run by taxpayer identification number and on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — rather than on a single exact-name match, because exact-name searching has produced incomplete results elsewhere in this investigation. Instruction 15 asks for internal book transfer records, which generate no Fedwire or ACH message and are therefore invisible to a wire-only search.

C. Timing

The subpoena is returnable September 18, 2026. A rolling production is acceptable. If your institution maintains no account for a particular person or entity named in the subpoena, saying so in writing, with a description of the search performed, is a complete answer as to that name. Counsel is available to meet and confer on scope, format or timing, and the Trustee will consider reasonable, documented out-of-pocket costs of compliance.

D. Confidentiality

The Trustee will treat the materials produced as confidential and will use them solely for the administration of these estates. If your institution requires a confidentiality stipulation or protective order before producing, please send your preferred form and the Trustee will execute it.

Please direct any questions to me at the number below.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

E. Litigation Hold Notice

The Trustee also demands that your institution and its officers, employees, representatives and agents preserve any and all documents, data, property, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received by your institution and its officers, employees, representatives and agents.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, PDAs, Blackberry devices, smartphones, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, your institution and its officers, employees, representatives and agents must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and your institution and its officers, employees, representatives and agents are to take the necessary steps required to avoid destruction of such evidence.

F. Conclusion

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re CBRM Realty Inc., et al.
Debtor

Case No. 25-15343 (MBK)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: JPMorgan Chase Bank, N.A., Attn: National Subpoena Processing, Mail Code LA4-6455, 700 Kansas Lane, Monroe, LA 71203
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791 or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 4, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached EXHIBIT A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: August 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. As used herein, the term "**YOU**" means JPMORGAN CHASE BANK, N.A., including without limitation JPMorgan Chase & Co. and all predecessors, successors, parents, subsidiaries, affiliates, divisions, branches, departments, officers, employees, agents, third party servicers, data processors and custodians of records.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

3. As used herein, the term "**ANY" and "ALL**" are used interchangeably and each means "any and all."

4. As used herein, the term "**AND" and "OR**" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term "**CONCERNING**" means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

7. As used herein, the term "**DEBTOR" or "DEBTORS**" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

8. As used herein, the term "**AFFILIATES**" means any individual or entity directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such person or entity is identified as an account holder.

9. As used herein, the term "**DOCUMENT**" has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term "**ELECTRONICALLY STORED INFORMATION" or "ESI**" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, databases, accounting and tax software files, cloud-stored documents, backups and associated metadata.

11. As used herein, the term "**INCLUDING**" means "including without limitation."

12. As used herein, the term "**PERSON**" means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**SUBJECT PERSONS**" means Miriam Mizrachi, also appearing of record as Miriam Silber and as Miriam Mizrahi, and each of the following to the extent she holds or held any interest in, or signature, transaction or online authority over, an account of it: 14 Enclave Owner, LLC; Vecta Partners, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE 5399 LLC; and KR3 Holdings LLC. This term also includes any account held jointly by Miriam Mizrachi with Moshe Silber (a/k/a Mark Silber) or with any other PERSON.

16. As used herein, the term "**SUBJECT ACCOUNTS**" means any and all deposit, checking, savings, money market, escrow, custodial, sweep, trust, brokerage, investment, certificate of deposit, loan, line of credit, credit card, mortgage and safe

deposit accounts maintained at YOUR institution at any time during the RELEVANT TIME PERIOD by, in the name of, for the benefit of, or over which signature, transaction or online authority was exercised by, any SUBJECT PERSON, whether held individually or jointly, directly or indirectly, or through any intermediary, nominee, trustee or agent.

17. As used herein, the term "**PETITION DATE**" means May 19, 2025.

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

4. If any Request is objected to in part, produce all documents responsive to the balance of it.

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

7. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

10. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena is directed to YOU solely in YOUR capacity as a depository and financial institution. The Trustee does not contend that YOU had any role in or knowledge of the matters under investigation, and no Request should be read to suggest otherwise.

14. Notice to the account holder. Contemporaneously with the issuance of this subpoena, the Trustee has served a copy of it, together with the accompanying letter, on Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC, counsel to Ms. Mizrachi. Nothing in this subpoena prevents YOU from giving any notice YOU would ordinarily give a customer.

15. Search methodology. Search by name, by taxpayer identification number and by address, and search on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — across all deposit, loan, treasury, trust, brokerage, credit card, mortgage and safe deposit systems of YOURS and of every predecessor and affiliate institution. A search limited to exact matches on a single spelling against current deposit systems is not responsive.

16. Internal transfers. For each transfer of funds between a SUBJECT ACCOUNT and any other account maintained at YOUR institution, produce the internal transfer record identifying the counterparty account number, the account title and holder, the date, the amount and any reference or memo field. A search limited to Fedwire, CHIPS, SWIFT or ACH records is not responsive, because an internal book transfer between two accounts at the same institution generates no wire message.

17. Negative responses and certification. If YOU maintain or maintained no account for a particular SUBJECT PERSON, state that expressly and describe the search performed. Produce with YOUR production a certification of custodian of records, signed under penalty of perjury by a person with knowledge, identifying the systems searched, the search terms and date ranges applied, and attesting that the documents produced are true and complete copies of records made and kept in the regular course of YOUR business.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Identification of Accounts: Documents sufficient to identify every SUBJECT ACCOUNT, stating for each the complete account number, the account title as carried on YOUR records, the taxpayer identification number associated with it, the account type, the branch or business unit, the date opened, the date closed if applicable, the current status, and the current or final balance.

2. Account Opening and Customer Diligence: For each SUBJECT ACCOUNT, all account opening documents, applications, signature cards, resolutions and certificates of authority, customer identification program records, beneficial ownership certifications obtained under 31 C.F.R. § 1010.230, source-of-funds and anti-money-laundering diligence, enhanced due diligence files, and copies of every identification document furnished by any signatory or beneficial owner.

3. Signature and Transaction Authority: Documents sufficient to identify every PERSON holding signature, transaction, wire origination, debit card or online banking authority over any SUBJECT ACCOUNT at any time during the RELEVANT TIME PERIOD, together with every addition, removal or change in such authority and the date of and instruction authorizing each.

4. Statements and Transaction Histories: Complete periodic statements and complete transaction histories for every SUBJECT ACCOUNT for the RELEVANT TIME PERIOD, produced in native or electronic form, without redaction and without omission of any period.

5. Items: For every SUBJECT ACCOUNT, all cancelled checks (front and back), deposit slips and all deposited items (front and back), withdrawal tickets, cashier's and official checks, debit and credit memoranda, returned item notices and overdraft records.

6. Wire and Electronic Funds Transfers: For every incoming and outgoing wire transfer and electronic funds transfer to or from any SUBJECT ACCOUNT, the complete record specified in Instruction 12, together with all wire instructions, payment orders, callback and verification records, and all supporting documentation furnished to YOU in connection with each.

7. Internal Transfers: All records of internal book transfers between any SUBJECT ACCOUNT and any other account maintained at YOUR institution, produced in accordance with Instruction 15, identifying for each the counterparty account number, the account title and holder, the date, the amount and any reference or memo field.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into a checking account of Miriam Mizrachi in or about August 2022, including the deposited item front and back, the source of the funds, the originating institution and account, any wire or transfer advice, any currency transaction report or suspicious activity documentation created in connection with it, and all records of the subsequent disposition of those funds.

9. The 14 Enclave Owner, LLC Account: The complete account file for every account of 14 Enclave Owner, LLC, including the account opening documents, the signature card, all periodic statements, all deposited items and cancelled checks front and back, and all documents CONCERNING the source of funds used to acquire or carry the real property at 14 Enclave Boulevard, Lakewood, New Jersey.

10. Loans, Mortgages and Credit: All documents CONCERNING any loan, mortgage, home equity line, line of credit or credit card extended by YOU to or for the benefit of any SUBJECT PERSON, including the complete credit file, the application and all financial statements submitted in support of it, all appraisals, all collateral documents, and the payment and payoff history.

11. Investment and Brokerage Accounts: For every investment, brokerage, custody or advisory account of any SUBJECT PERSON, all account statements, confirmations, holdings reports and transfer records, including all documents CONCERNING any security, membership interest or other asset held in or transferred into or out of any such account.

12. Safe Deposit: All records CONCERNING any safe deposit box rented by or accessible to any SUBJECT PERSON, including the rental agreement, the identity of each authorized user, and the complete access log.

13. Transfers Between the Subject Persons and Moshe Silber: All documents CONCERNING any transfer of funds, in either direction, between any SUBJECT ACCOUNT and any account of Moshe Silber (a/k/a Mark Silber), Fredrick (Frederick) Schulman, any DEBTOR or any AFFILIATE, whether by wire, check, internal transfer or otherwise.

14. Closure and Disposition of Balances: All documents CONCERNING the closure of any SUBJECT ACCOUNT, including the instruction to close, the identity of the PERSON giving it, the disposition of the closing balance, and the receiving account and institution.

15. Other Legal Process: All other subpoenas, garnishments, levies, restraining notices, tax levies or liens, and law enforcement or regulatory process served upon YOU during the RELEVANT TIME PERIOD CONCERNING any SUBJECT PERSON or SUBJECT ACCOUNT, together with YOUR response to each.

16. Related Accounts: Documents sufficient to identify any other account at YOUR institution as to which any SUBJECT PERSON is or was named as an owner, signatory, beneficial owner, beneficiary, trustee or authorized user, and any account sharing a taxpayer identification number, address or telephone number with any SUBJECT ACCOUNT.

EXHIBIT D

Letter, R. Corbi to P. Hollander and R. Singer, August 21, 2026,
memorializing the conference of counsel, with enclosures

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 21, 2026

Via E-Mail

Paul Hollander, Esq.
Rosanne Singer, Esq.
Okin Hollander LLC
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: phollander@okinhollander.com
rsinger@okinhollander.com

Counsel to Ms. Miriam Mizrachi

Re: ***In re CBRM Realty Inc., et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena to Ms. Miriam Mizrachi – Meet & Confer**

Dear Paul:

This letter memorializes the meet and confer held earlier today among you, the Trustee and I. Because the conference ended before we reached the balance of the agenda, I want the record to be clear as to what was discussed and what remains open.

The conference. You asked that the September 4, 2026 return date be extended. We asked, in response, whether your client had previously produced documents to any third party, the object being to identify materials already collected and reviewed, which could be produced without any new burden on her. You said you were not aware of any third-party production. We then identified the enforcement proceedings brought by the assignee of the judgment against Mr. Silber, and offered to send you the docket as a convenience.

You then asked for a yes-or-no answer on the extension. We restated the proposal we had just made:

- the Trustee would provide, as a courtesy, a copy of the docket in those proceedings;
- you would confirm with your client whether she in fact produced documents there;
- if she did, and to the extent those documents are responsive to the subpoena, they would be produced by September 4 as an initial tranche, with the balance to follow on a rolling schedule to be agreed.

You asked again for a yes or no, characterized our answer as a refusal to extend, and said you would bring the matter to Judge Kaplan. We advised that this misstated what had just been discussed, and we repeated the proposal. You asked a third time for a yes or no, declined to proceed to the remaining topics, and terminated the call.

The prior production is a matter of record. In *Acquiom Agency Services LLC v. Silber*, Index No. 654386/2024 (Sup. Ct. N.Y. Cnty.), Spano Investor LLC, as assignee of the judgment entered against Mr. Silber, served a subpoena duces tecum and restraining notice on your client in or about December 2024 (NYSCEF Doc. No. 55), commanding production of twenty-eight categories of documents concerning Mr. Silber's assets, accounts, entity interests, real property conveyances and transfers to family members.

At a hearing before Justice Patel on April 3, 2025, on Spano's application to hold your client in contempt for failing to respond, her counsel Ariel Bouskila, Esq. of Berkovitch & Bouskila, PLLC, advised the Court that she did have documents responsive to the subpoena and that he was in the process of determining the scope of them. He further advised that he had agreed with Spano's counsel that she would respond to the document subpoena at or about the end of April 2025 and appear for a deposition within the first two weeks of May, by May 8. The transcript is filed at NYSCEF Doc. No. 64.

That deposition took place on May 8, 2025. At his Rule 2004 examination on June 24, 2026, Mr. Silber was shown an organizational chart of his entities and confirmed that his wife had produced it, together with financial records, at that deposition. He testified that he did not know where she had obtained them.

Spano thereafter served a second subpoena duces tecum on your client, dated July 12, 2025 (NYSCEF Doc. No. 70), directed to her own records, including conveyances of thirteen properties in Rockland County, payments made for her children's tuition and related expenses since January 1, 2022, and gifts or charitable payments received by her or applied to her family's expenses. A second contempt application followed. Both applications were resolved without a ruling on compliance when the New York action was stayed under 11 U.S.C. § 362 (NYSCEF Doc. No. 107).

We do not represent to you the full extent of what your client produced in those proceedings because we do not know. What the record establishes is that documents responsive to subpoenas materially overlapping the Trustee's were collected, reviewed and produced by her counsel eighteen (18) months ago. Producing them again to the Trustee imposes no collection burden whatever, and that is the production we asked be made by September 4 before a rolling schedule begins as to everything else.

The Trustee has not refused an extension. The Trustee proposed a conditional extension. The Trustee remains willing to extend the return date and to confirm an extension in writing once the threshold question above is answered.

Additionally, the Trustee served a copy of the subpoena issued to JPMorgan Chase Bank, N.A. on you although not required to do so, and did so precisely to address the objection you have

raised in the Chapter 7 case that earlier third-party subpoenas touching your client's records were not served on her or on her counsel. That accommodation was extended in the expectation of reciprocal good faith.

Next steps.

1. We enclose the docket in Index No. 654386/2024, together with NYSCEF Doc. Nos. 55, 64, 70 and 107.
2. Please advise whether Berkovitch & Bouskila, PLLC, or any other counsel, continues to hold your client's file from those proceedings. If so, the collected materials can be transmitted to us directly with your client's authorization.
3. If you wish to proceed as proposed, please provide a written statement signed by your client describing the search and inquiry she undertook to determine what she produced in those proceedings, together with the responsive materials. We are available to discuss whether particular documents fall within the subpoena.
4. Absent an agreement, the September 4, 2026 return date stands. The Trustee's willingness to extend on the terms above remains open.

If you believe this letter misstates anything that occurred, please tell me in writing by August 26, 2026; otherwise we will treat it as an accurate account of the conference.

The Trustee expressly reserves all rights, claims, defenses and remedies.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Spano Docket and Certain Pleadings
cc: Mr. Daniel B. Kamensky, Creditor Recovery Trustee

New York State Unified Court System

WebCivil Supreme - eFiled Documents Detail

Court: **New York Supreme Court**
Index Number: **654386/2024**
Case Name: **Acquiom Agency Services LLC vs. Silber, Moshe**
Case Type: **Comm-Contract**
Track: **Complex**

Document List - Click on the document name to view the document

Document #	Date Received/Filed	Document	Description	Motion #	Filing User
1	08/26/2024	SUMMONS AND 3213 MOTION W/ RJI	--none--		LAZAR WILLIAM STERLING-JACKSON
2	08/26/2024	NOTICE OF MOTION FOR SUMMARY JUDGMENT IN LIEU OF COMPLAINT	--none--	001	LAZAR WILLIAM STERLING-JACKSON
3	08/26/2024	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Jennifer Anderson in Support of Motion for Summary Judgment In Lieu of Complaint		LAZAR WILLIAM STERLING-JACKSON
4	08/26/2024	EXHIBIT(S)	Credit Agreement		LAZAR WILLIAM STERLING-JACKSON
5	08/26/2024	EXHIBIT(S)	June 2022 Borrowing Request		LAZAR WILLIAM STERLING-JACKSON
6	08/26/2024	EXHIBIT(S)	October 2023 Borrowing Request		LAZAR WILLIAM STERLING-JACKSON
7	08/26/2024	EXHIBIT(S)	November 2023 Borrowing Request		LAZAR WILLIAM STERLING-JACKSON
8	08/26/2024	EXHIBIT(S)	Guaranty Agreement		LAZAR WILLIAM STERLING-JACKSON
9	08/26/2024	EXHIBIT(S)	Supplement No. 1 to Guaranty		LAZAR WILLIAM STERLING-JACKSON
10	08/26/2024	EXHIBIT(S)	Issuer Reminder Statement		LAZAR WILLIAM STERLING-JACKSON
11	08/26/2024	EXHIBIT(S)	March 6, 2024 Notice of Event of Default and Acceleration		LAZAR WILLIAM STERLING-JACKSON
12	08/26/2024	EXHIBIT(S)	April 2, 2024 Reservation of Rights Letter		LAZAR WILLIAM STERLING-JACKSON
13	08/26/2024	EXHIBIT(S)	August 2, 2024 Decision + Order On Motion		LAZAR WILLIAM STERLING-JACKSON
14	08/26/2024	EXHIBIT(S)	Information filed July 2024		LAZAR WILLIAM STERLING-JACKSON
15	08/26/2024	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of Motion for Summary Judgment in Lieu of Complaint		LAZAR WILLIAM STERLING-JACKSON
16	08/26/2024	RJI -RE: NOTICE OF MOTION	--none--		LAZAR WILLIAM STERLING-JACKSON
17	08/26/2024	ADDENDUM - COMMERCIAL DIVISION (840C)	--none--		LAZAR WILLIAM STERLING-JACKSON
18	09/09/2024	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	001	LAZAR WILLIAM STERLING-JACKSON

19	09/10/2024	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	001	LAZAR WILLIAM STERLING-JACKSON
20	09/24/2024	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	001	LAZAR WILLIAM STERLING-JACKSON
21	10/21/2024	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Attorney Ronald Greene	001	RONALD LOUIS GREENE
22	10/21/2024	MEMORANDUM OF LAW IN OPPOSITION	--none--	001	RONALD LOUIS GREENE
23	10/30/2024	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law in Further Support of Motion for Summary Judgment in Lieu of Complaint	001	LAZAR WILLIAM STERLING-JACKSON
24	11/07/2024	DECISION + ORDER ON MOTION	--none--	001	Anar R. Patel court user
25	11/07/2024	NOTICE OF ENTRY	--none--	001	LAZAR WILLIAM STERLING-JACKSON
26	11/22/2024	LETTER / CORRESPONDENCE TO JUDGE	--none--	001	LAZAR WILLIAM STERLING-JACKSON
27	11/22/2024	AFFIRMATION	Affirmation of Jennifer Anderson	001	LAZAR WILLIAM STERLING-JACKSON
28	11/22/2024	EXHIBIT(S)	November 18, 2024 Letter to Counsel	001	LAZAR WILLIAM STERLING-JACKSON
29	11/22/2024	EXHIBIT(S)	Interest Calculation as of November 12, 2024	001	LAZAR WILLIAM STERLING-JACKSON
30	11/22/2024	COURT NOTICE	--none--		Anar R. Patel court user
31	12/02/2024	LETTER / CORRESPONDENCE TO JUDGE	--none--	001	LAZAR WILLIAM STERLING-JACKSON
32	12/02/2024	ORDER (PROPOSED)	--none--	001	LAZAR WILLIAM STERLING-JACKSON
33	12/02/2024	JUDGMENT -TO COURT (PROPOSED)	--none--	001	LAZAR WILLIAM STERLING-JACKSON
34	12/02/2024	COURT NOTICE	--none--		Samyuktha Sethumadhavan court user
35	12/04/2024	LETTER / CORRESPONDENCE TO JUDGE	--none--		RONALD LOUIS GREENE
36	12/05/2024	LETTER / CORRESPONDENCE TO JUDGE	--none--	001	LAZAR WILLIAM STERLING-JACKSON
37	12/05/2024	ORDER - OTHER (MOTION RELATED)	Order (Award of Interest)	001	Samyuktha Sethumadhavan court user
38	12/11/2024	JUDGMENT - SIGNED BY COURT TO COUNTY CLERK	--none--	001	Samyuktha Sethumadhavan court user
39	12/05/2024	NOTICE OF ENTRY	--none--	001	LAZAR WILLIAM STERLING-JACKSON
40	12/11/2024	JUDGMENT - MONEY	--none--		Matthew T. Corkett court user
41	12/11/2024	NOTICE OF ENTRY	--none--		LAZAR WILLIAM STERLING-JACKSON
42	12/13/2024	ASSIGNMENT OF JUDGMENT	--none--		BERNARD D'ORAZIO
43	12/19/2024	NOTICE OF APPEARANCE (POST RJI)	--none--		BERNARD D'ORAZIO
44	02/09/2025	EXPARTE ORDER (PROPOSED)	Alternate service order for Sheriff's levy	002	BERNARD D'ORAZIO
45	02/09/2025	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF PROPOSED OSC/EXPARTE APP	Affirmation of Bernard D'Orazio	002	BERNARD D'ORAZIO
46	02/09/2025	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF PROPOSED OSC/EXPARTE APP	CPLR 2217(b) affirmation	002	BERNARD D'ORAZIO
47	02/09/2025	EXHIBIT(S)	Property Execution	002	BERNARD D'ORAZIO
48	02/09/2025	EXHIBIT(S)	Vecta Inc. 10Q - principal office address	002	BERNARD D'ORAZIO
49	02/09/2025	EXHIBIT(S)	Sheriff's letter - avoidance of service	002	BERNARD D'ORAZIO
50	02/09/2025	EXHIBIT(S)	Secretary of State abstracts - garnishees addresses	002	BERNARD D'ORAZIO

51	02/10/2025	ORDER - EXPARTE	--none--	002	Samyuktha Sethumadhavan court user
52	02/25/2025	DECISION + ORDER ON MOTION	--none--	002	Ahmed Halim court user
53	03/21/2025	ORDER TO SHOW CAUSE (PROPOSED)	--none--	003	BERNARD D'ORAZIO
54	03/21/2025	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF PROPOSED OSC/EXPARTE APP	Affirmation of Bernard D'Orazio	003	BERNARD D'ORAZIO
55	03/21/2025	EXHIBIT(S)	Subpoena Duces Tecum - Miriam Mizrachi	003	BERNARD D'ORAZIO
56	03/21/2025	EXHIBIT(S)	Affidavit of service	003	BERNARD D'ORAZIO
57	03/21/2025	EXHIBIT(S)	Letter to Miriam Mizrachi - February 4, 2025	003	BERNARD D'ORAZIO
58	03/21/2025	EXHIBIT(S)	Deed	003	BERNARD D'ORAZIO
59	03/24/2025	ORDER TO SHOW CAUSE	--none--	003	Lisa Morisi court user
60	04/02/2025	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	003	BERNARD D'ORAZIO
61	04/04/2025	COURT NOTICE	Filing on Behalf of - HON. ANAR RATHOD PATEL		Lisa Morisi court user
62	04/08/2025	STIPULATION - ADJOURNMENT OF MOTION - BEFORE JUDGE	--none--	003	ARIEL BOUSKILA
63	04/09/2025	DECISION + ORDER ON MOTION	--none--	003	Samyuktha Sethumadhavan court user
64	04/10/2025	TRANSCRIPT OF PROCEEDINGS	--none--	003	BERNARD D'ORAZIO
65	07/29/2025	SUBPOENA (REQUEST TO SO ORDER)	--none--		BERNARD D'ORAZIO
66	07/29/2025	AFFIDAVIT/AFFIRMATION	Affirmation of Bernard D'Orazio, requesting that non-party subpoena be SO ORDERED		BERNARD D'ORAZIO
67	07/30/2025	SUBPOENA - SO ORDERED	--none--		Samyuktha Sethumadhavan court user
68	08/26/2025	ORDER TO SHOW CAUSE (PROPOSED)	--none--	004	BERNARD D'ORAZIO
69	08/26/2025	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF PROPOSED OSC/EXPARTE APP	Affirmation of Bernard D'Orazio	004	BERNARD D'ORAZIO
70	08/26/2025	EXHIBIT(S)	Subpoena - Miriam Mizrachi	004	BERNARD D'ORAZIO
71	08/26/2025	EXHIBIT(S)	Subpoena - 1188 Haverstaw LLC	004	BERNARD D'ORAZIO
72	08/26/2025	EXHIBIT(S)	Subpoena - Mile Estates LLC	004	BERNARD D'ORAZIO
73	08/26/2025	EXHIBIT(S)	Subpoena - Powder Horn Development LLC	004	BERNARD D'ORAZIO
74	08/26/2025	EXHIBIT(S)	Subpoena - 1092 Haverstraw Owner LLC	004	BERNARD D'ORAZIO
75	08/26/2025	EXHIBIT(S)	Subpoena - 1070 Haverstraw Owner LLC	004	BERNARD D'ORAZIO
76	08/26/2025	EXHIBIT(S)	Affidavits of service of the subpoenas	004	BERNARD D'ORAZIO
77	08/27/2025	ORDER TO SHOW CAUSE	--none--	004	Lisa Morisi court user
78	08/28/2025	ORDER TO SHOW CAUSE (PROPOSED)	--none--	005	RONALD LOUIS GREENE
79	08/28/2025	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF PROPOSED OSC/EXPARTE APP	--none--	005	RONALD LOUIS GREENE
80	08/28/2025	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO ORDER TO SHOW CAUSE	Affirmation of Bernard D'Orazio in opposition to request for a stay of judgment enforcement in the proposed Order to Show Cause	005	BERNARD D'ORAZIO
81	08/29/2025	CONSENT TO CHANGE ATTORNEY (POST RJI)	--none--		WILBER TRIVINO
82	08/29/2025	NOTICE OF APPEARANCE (POST RJI)	--none--		WILBER TRIVINO
83	08/29/2025	NOTICE OF APPEARANCE (POST RJI)	--none--		WILBER TRIVINO
84	09/02/2025	ORDER TO SHOW CAUSE - DECLINED/WITHDRAWN	--none--	005	Matthew Haag court user
85	09/03/2025	AFFIRMATION/AFFIDAVIT OF SERVICE	Affirmation of Service - Order to Show Cause - Miriam Mizrachi		BERNARD D'ORAZIO
86 PENDING	09/03/2025	ORDER TO SHOW CAUSE (PROPOSED)	--none--	006	RONALD LOUIS GREENE
87	09/03/2025	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF PROPOSED OSC/EXPARTE APP	--none--	006	RONALD LOUIS GREENE

88	09/05/2025	ORDER TO SHOW CAUSE	--none--	006	Matthew Haag court user
89 PENDING	09/04/2025	STIPULATION - ADJOURNMENT OF MOTION - BEFORE JUDGE	--none--	004	BERNARD D'ORAZIO
90	09/04/2025	LETTER / CORRESPONDENCE TO JUDGE	Request for adjournment on consent of Order to Show Cause scheduled for September 10	004	BERNARD D'ORAZIO
91	09/05/2025	ADJOURNMENT OF MOTION -REQUEST -IN SUBMISSIONS PART -RM 130	Court So Orders Stipulation - Adjournment	004	Matthew Haag court user
92	09/11/2025	COURT NOTICE	--none--		Matthew Haag court user
93	09/13/2025	NOTICE OF CROSS-MOTION (AMENDED)	--none--	004	WILBER TRIVINO
94	09/13/2025	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION AND IN SUPPORT OF CROSS-MOTION	--none--	004	WILBER TRIVINO
95	09/13/2025	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION AND IN SUPPORT OF CROSS-MOTION	--none--	004	WILBER TRIVINO
96	09/13/2025	EXHIBIT(S)	Info about Spano Investor LLC	004	WILBER TRIVINO
97	09/13/2025	EXHIBIT(S)	Rockland County Property Records #1	004	WILBER TRIVINO
98	09/13/2025	EXHIBIT(S)	Rockland County Property Records #2	004	WILBER TRIVINO
99	09/13/2025	MEMORANDUM IN OPPOSITION TO MOTION AND IN SUPPORT OF CROSS-MOTION	--none--	004	WILBER TRIVINO
100	09/15/2025	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Bernard D'Orazio, counsel for the plaintiff-judgment creditor, requsting that a stay of post-judgment proceedings NOT be granted	006	BERNARD D'ORAZIO
101	09/19/2025	DECISION + ORDER ON MOTION	--none--	006	Anar R. Patel court user
102	09/19/2025	NOTICE OF ENTRY	Notice of Entry with Decision & Order (Mot. No. 006)	006	RONALD LOUIS GREENE
103	09/22/2025	NOTICE OF BANKRUPTCY (POST RJI)	--none--		CHARLES WERTMAN
104	09/22/2025	LETTER / CORRESPONDENCE TO JUDGE	Letter from Bernard D'Orazio, attorney for judgment creditor, notifying the Court of a Bankruptcy petition filed by the judgment debtor	004	BERNARD D'ORAZIO
105	09/22/2025	EXHIBIT(S)	Notice of Bankruptcy Filing	004	BERNARD D'ORAZIO
106	09/23/2025	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service - Moshe Silber	006	RONALD LOUIS GREENE
107	09/25/2025	DECISION + ORDER ON MOTION	--none--	004	Matthew Haag court user
108	09/25/2025	SERVICE ON SUPREME COURT CLERK (GENL. CLERK) W/COPY OF ORDER	Notice of Entry with Decision and Order		BERNARD D'ORAZIO
109	01/24/2026	LETTER / CORRESPONDENCE TO JUDGE	Letter from Bernard D'Orazio, counsel for the plaintiff judgment creditor, updating the Court on status of the Bankruptcy case filed by defendant judgment debtor Moshe Silber	004	BERNARD D'ORAZIO
110	01/27/2026	LETTER/CORRESPONDENCE - SO ORDERED	Joint Letter Update		Lisa Morisi court user
111	08/11/2026	COURT NOTICE	--none--		Matthew Haag court user
112 PENDING	08/13/2026	LETTER / CORRESPONDENCE TO JUDGE	Letter from Bernard D'Orazio, counsel for the judgment creditor, providing the Court with an update on the status of Bankruptcy case filed by the judgment debtor, Moshe Silber		BERNARD D'ORAZIO
113	08/13/2026	LETTER/CORRESPONDENCE FROM COURT	Court Directs Joint Status Letter		Matthew Haag court user

Close

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

-against-

MOSHE SILBER,
a/k/a MARK SILBER,

Defendant.

SUBPOENA DUCES TECUM
& RESTRAINING NOTICE

Index No. 654386/2024

TO:

Miriam Mizrachi
41 Powder Horn Road
Suffern, NY 10901

G R E E T I N G:

WHEREAS, on December 11, 2024, a Judgment was entered in the captioned action commenced in the Supreme Court of New York, New York County, between Acquiom Agency Services LLC, as plaintiff, and Moshe Silber a/k/a Mark Silber, as defendant, in favor of Acquiom Agency Services LLC, as judgment creditor, and against Moshe Silber a/k/a Mark Silber, as judgment debtor, in the amount of $22,153,919.59, of which $22,153,919.59 plus interest from December 11, 2024, remains due and unpaid, less $4,000;

WHEREAS, the Judgment was duly assigned by plaintiff Acquiom Agency Services LLC to Spano Investor LLC by instrument filed with the Clerk of the Court on December 13, 2024, which is now therefore entitled to enforce the Judgment;

NOW, THEREFORE,

WE COMMAND YOU, that all business and excuses being laid aside, to appear by Miriam Mizrachi and attend a deposition to be held (**virtually, by link to be provided**) at the offices of Bernard D'Orazio & Associates, P.C., 238 West 139th Street, New York, NY 10030, before a Notary Public or other officer authorized by law to administer an oath on **January 29, 2025, at 10:00 a.m.**, and at any recessed or adjourned date to give testimony relevant to the enforcement of the judgment entered in favor of the Judgment Creditor.

TAKE FURTHER NOTICE that you are required to bring with you, and produce at the time and place indicated, the following items, things, or documents:

See Schedule attached.

TAKE FURTHER NOTICE that failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed two hundred fifty dollars and all damages sustained by reason of your failure to comply.

RESTRAINING NOTICE

TAKE NOTICE that pursuant to CPLR 5222(b), which is set forth in full herein, you are hereby forbidden to make or suffer any sale, transfer, or assignment of, or interference with, any property in which the judgment debtor has an interest, except as provided therein.

CPLR 5222(b)

"A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or

order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money."

TAKE FURTHER NOTICE that disobedience of this Restraining Notice is punishable as a contempt of court.

Dated: New York, New York
December 26, 2024

LAW OFFICES OF
BERNARD D'ORAZIO & ASSOCIATES, P.C.
Attorneys for Assignee Judgment Creditor
Spano Investor LLC
The Legal Studio @ 238 West 139th Street
New York, New York 10030
(212) 608-5300
bdorazio@dorazio-law.com

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Bank or other financial account statements for all accounts in which Moshe Mark Silber (hereinafter "Judgment Debtor") has or had any interest or access of use since January 1, 2021.

2. Federal and State income returns for Judgment Debtor from and including 2021 to present.

3. Records reflecting Judgment Debtor's present employment, occupation, and all sources of income since January 1, 2021.

4. Monthly account statements and other records of all credit, charge, or debit cards or other credit lines or debit account statements held or used by Judgment Debtor since January 1, 2021, including any personal cards or accounts on which any business expenses of Judgment Debtor were paid.

5. Documents concerning any ownership, equity, or other interest of Judgment Debtor in any LLC, corporation or other business entity, including but not limited to the Operating or Shareholders Agreement(s), shareholder or unit holder registry, minutes or consents to act for all board or shareholders meetings.

6. All documents concerning all debts owed by Judgment Debtor.

7. All documents concerning all debts, including accounts receivable, owed to Judgment Debtor.

8. Personal financial statements (audited or unaudited), including profit and loss, balance, and cash flow statements identifying all assets and liabilities and income of Judgment Debtor from and after January 1, 2021, to the present.

9. Net worth or similar documents for the Judgment Debtor since January 1, 2021.

10. All credit, lease, mortgage or other loan applications or security agreements since January 1, 2021.

11. Documents identifying any individuals or companies acting as accountants, lawyers, bookkeepers, financial consultants or advisors for Judgment Debtor from January 1, 2021, to the present.

12. Documents indicating the location and custodian(s) of Judgment Debtor's financial records, including account statements, balance sheets, cash flow statements, and tax returns.

13. Records indicating sources of all income and location of all accounts owned or controlled by the Judgment Debtor.

14. Documents identifying all claims, lawsuits, causes of action, contingent or non-contingent, in which Judgment Debtor is or was a party since January 1, 2021, including all open or pending litigation.

15. Complete closing records or binder regarding each conveyance or sale of real property in which the Judgment Debtor had an interest (directly or indirectly) since January 2021, including but not limited to:

A. 1092 Haverstraw Road, Suffern NY 10901
B. 1188 Haverstraw Road, Suffern, NY 10901
C. 1070 Haverstraw Road, Suffern, NY 10901
D. 41 Powder Horn Road, Suffern, NY 10901
E. 28 through 36 Powder Horn Road, Suffern, NY 10901

16. All insurance policies obtained by Judgment Debtor since January 1, 2021, including applications therefore.

17. Records indicating present status of all open mortgages on any real property (including co-op) formerly or now owned by Judgment Debtor, including records of all payments made since January 1, 2021, and source of payments (including payor name, bank, and account number).

18. Records showing source of funds and income flow used to maintain each homestead or other premises occupied by Judgment Debtor since January 1, 2021.

19. Records of each gift or transfer of any interest by Judgment Debtor in any paintings, jewelry, fine art, or any other items of personal property worth $500 or more during last six years.

20. All documents concerning any currency, securities, notes, or any items of value in which the Judgment Debtor had or has any interest, held in your home or within your custody or control or held by any third parties (including law firms) in escrow or otherwise.

21. Records relating to the location and contents of any safe deposit box in which the Judgment Debtor has had any interest in the last six years.

22. Records relating to the location and contents of any storage facility or other location outside your residence in which the Judgment Debtor has or had any interest in the last six years.

23. All documents reflecting any transfers of monies, property, securities, or other items of value from Judgment Debtor to any family members during the last six years, including transfers of interests in any real property, directly or indirectly.

24. All documents concerning any sale or assignment or transfer of any assets of the Judgment Debtor since January 1, 2018.

25. All documents concerning any other asset in which Judgment Debtor has or had any interest since January 1, 2018, or any other sources of income.

26. Operating Agreement, register of members and transfers of interest,

27. Closing binder and any other records for conveyance of real property (or ownership interest in entity) owning the properties known as:

A. 41 Powder Horn Road, Suffern, New York;

B. 1188 Haverstraw Road, Suffern, New York;

C. 1070 Haverstraw Road, Suffern, New York;

D. 1092 Haverstraw Road, Suffern, New York;

28. Records of all payments including but not limited to taxes, insurance, mortgage, and maintenance for the properties listed above, including detailed records of the accounts from which the payments were made.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

-against-

MOSHE SILBER,
a/k/a MARK SILBER,

Defendant.

SUBPOENA DUCES TECUM

Index No. 654386/2024

TO:

Miriam Mizrachi
41 Powder Horn Road
Suffern, NY 10901

G R E E T I N G:

WHEREAS, on December 11, 2024, a Judgment was entered in the captioned action commenced in the Supreme Court of New York, New York County, between Acquiom Agency Services LLC, as plaintiff, and Moshe Silber a/k/a Mark Silber, as defendant, in favor of Acquiom Agency Services LLC, as judgment creditor, and against Moshe Silber a/k/a Mark Silber, as judgment debtor, in the amount of $22,153,919.59, of which $22,153,919.59 plus interest from December 11, 2024, remains due and unpaid, less $4,000;

WHEREAS, the Judgment was duly assigned by plaintiff Acquiom Agency Services LLC to Spano Investor LLC by instrument filed with the Clerk of the Court on December 13, 2024, which is now therefore entitled to enforce the Judgment;

NOW, THEREFORE,

WE COMMAND YOU, that all business and excuses being laid aside, to provide the following listed documents and appear for a deposition virtually, by link to be provided, or

in person, at Bernard D'Orazio & Associates P.C., 238 West 139th Street, New York, NY 10030, on **August 3, 2025, at 10:00 a.m.**

TAKE FURTHER NOTICE that you are required to bring with you, and produce at the time and place indicated, the following items, things, or documents:

See Schedule attached.

TAKE FURTHER NOTICE that failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed two hundred fifty dollars and all damages sustained by reason of your failure to comply.

Dated: New York, New York
July 12, 2025

LAW OFFICES OF
BERNARD D'ORAZIO & ASSOCIATES, P.C.
Attorneys for Assignee Judgment Creditor
Spano Investor LLC
The Legal Studio @ 238 West 139th Street
New York, New York 10030
(212) 608-5300
bdorazio@dorazio-law.com

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. All documents regarding the sale, conveyance, or other transfer of the following real properties, including the complete closing binder and records indicating distribution of all proceeds from the sale (front and back of each check or other payment item). Records identifying all monies or other consideration from sale of the Property must identify the amount, date, the account into which the payment was made or deposited, and the reason for each payment or transfer.

A. 1070 Haverstraw Road, Suffern, NY 10901
B. 1092 Haverstraw Road, Suffern, NY 10901
C. 1188 Haverstraw Road, Suffern, NY 10901
D. 32 Powder Horn Road, Suffern, NY 10901
E. 34 Powder Horn Road, Suffern, NY 10901
F. 36 Powder Horn Road, Suffern, NY 10901
G. 41 Powder Horn Road, Suffern, NY 10901
H. 27 Lime Kiln Road, Suffern, NY 10901
I. 14 Myrtle Avenue, Spring Valley, NY 10977
J. 11 Brook Street, Suffern, NY 10901
K. 25 Hidden Valley Drive, Suffern, NY 10901
L. 19 and 27A Mile Road, Suffern, NY 10901
M. 97 Gurnee Avenue, Haverstraw, NY 10927

2. Contracts, invoices, statements, correspondence regarding billing or payments, records of payments made by anyone, or billing for all tuition, fees, or other monies paid to or on behalf of any school, religious institution or person, tutor, camp, instructor, day care provider, or any other person, business or institution for each minor child of yours since January 1, 2022.

3. Records for each gift or charity payment received by you directly or indirectly in payment of any expense of yours or your family, from any source, since January 1, 2022, identifying the amounts, dates, payees, and payors.

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK: CIVIL TERM : PART 45

----------X

ACQUIOM AGENCY SERVICES, LLC,

Plaintiff,

- against -

Index. No. 654386/2024

MOTION

MOSHE SILBER A/K/A MARK SILBER,

Defendant.

----------X

60 Centre Street
New York, New York
April 3, 2025

B E F O R E : HONORABLE ANAR RATHOD PATEL,
Justice

A P P E A R A N C E S :

LAW OFFICES OF BERNARD D'ORAZIO
& ASSOCIATES, P.C.
Attorneys for the Plaintiff
238 West 139th Street
New York, New York 10030
BY: BERNARD D'ORAZIO, ESQ.

BERKOVITCH & BOUSKILA, PLLC
Attorneys for the Defendant
80 Broad Street,Suite 3303
New York, New York 10004
BY: ARIEL BOUSKILA, ESQ.

Minerva Marin
Official Court Reporter

PROCEEDINGS

THE COURT: Good morning, everyone.

We are here on the case of Acquiom Agency Services LLC versus Silber, index number 654386 of 2024.

Counsel, appearances, please.

MR. D'ORAZIO: Yes. Good morning, Your Honor.

Bernard D'Orazio of Bernard D'Orazio and Associates, PC appearing for Spano Investor, LLC, which is the assignee of the judgment entered in this case and the movant before Your Honor today.

THE COURT: Good morning, Counsel.

MR. BOUSKILA: Good morning, Your Honor.

Ariel Bouskila of Berkovitch & Bouskila, PLLC, appearing on behalf of non-party Miriam Mizrachi.

THE COURT: Good morning everyone. We are here today on an order to show cause for contempt with respect to responding to a subpoena served upon Ms. Mizrachi.

Mr. Bouskila, what is going on?

MR. BOUSKILA: So, I was just retained on this late last week. I have not had a chance to really wrap my head around this. I had some communications with Mr. D'Orazio about adjourning today's conference pending my client's compliance with the subpoena. Writing documents that are in her possession, that are responsive and preparing for a deposition, ultimately. We don't have a problem appearing.

Mr. D'Orazio made some requests that I felt that I was not able to consent to in a stipulation without having had the opportunity to fully review the subpoena and discuss the nature of what he was asking for with my client.

THE COURT: So, based on your understanding, does your client have documents that are responsive to the subpoena?

MR. BOUSKILA: My client does have some documents that were responsive to the subpoena. I don't know the scope of it yet, we are going through that, as we are now.

Initially, my conversation with Mr. D'Orazio was that we would respond to the document subpoena in or around the end of April given that passover starts in about a week and a half, so just a little bit after that, and then we would appear for a deposition within the first two weeks of May. I think it was by May 8th, if I remember correctly.

We are willing to do that but, at this point, I'm not willing to -- for complete candor to the Court, Mr. D'Orazio asked that I, on behalf of my client, waive all objections to the subpoena except for spousal privilege.

At the time and still now, I am not able to

waive all of the objections that I have with the subpoena. I haven't really fully grasped the situation yet or the nature of the request or what my objections may or may not be.

THE COURT: Okay. So, a few things and then I will turn it over to Mr. D'Orazio.

Just so we're all level set, the fact that Ms. Mizrachi has finally decided to engage you kind of at the last minute after an application for a contempt certainly doesn't relieve her of complying with the subpoena that was served upon her in December of 2024.

So, for this, from this Court's perspective, certainly she's in contempt, okay. She's in contempt.

The question is, how do we go from here in terms of actually getting Mr. D'Orazio the documents to which he is entitled to, deposition testimony?

So with that, Counsel, are you amenable to pushing it out until the end of April?

MR. D'ORAZIO: Yes. We agreed to those dates.

We broke down a stipulation, was that counsel would have a right to object to the subpoena. I said, well, other than privilege, what objections would you be interposing? And he said, for example, well, you might be able to get these documents from the debtor. I said, well, that's not a valid objection.

PROCEEDINGS

THE COURT: That's not a basis.

MR. D'ORAZIO: That's not a valid objection, there is no claim of abuse or harassment here. So, these documents, to the extent that they are within her possession, custody or control, should be produced and he was not willing to agree to that and, at this point, I wasn't willing to let him -- to let the contempt witness start to say, no, I'm objecting to this, I'm objecting to that. The time for that has long passed.

THE COURT: Let me ask you a question: As I'm sure you thought of and discussed with counsel, there are a few different ways we can proceed, okay.

Thinking out loud, option A, would be to adjourn this application by a week. I won't give you longer than a week, and enter into a stipulation that has dates for document production, deposition dates and this issue of objections, okay.

And if I don't have that stip in a week, then we will come back here and have a contempt hearing, okay.

Option number two. We proceed today but that seems like a counterproductive endeavor.

Mr. D'Orazio, aside from those options or any others that you want me to consider, how do you want to proceed today?

MR. D'ORAZIO: We would like option A. We

MM

simply -- we have to resolve this issue about the right to object because if he is going to be stedfast in that then we might as well have the contempt hearing.

THE COURT: Agreed.

Mr. Bouskila.

MR. BOUSKILA: Yes, Your Honor. Thank you.

I'm fine with proceeding with option A. It would give me enough time -- that week would give me enough time to review the subpoena in its entirety and give me time to discuss with my client, if there are any specific objections and, this way, if there is something outside of what I mentioned before, which Your Honor has indicated it would not be a valid objection, if there is anything else, then I can have that conversation with Mr. D'Orazio, if he is willing to allow me to reserve any of those other objections to the extent that they may exist and, if they don't, I'm fine, you know, signing that. I just need a couple of days.

THE COURT: Okay. Let me just look at our calendar real quick.

Why don't we adjourn this contempt application to April 10th? We can do April 10th at 9:30.

MR. D'ORAZIO: Your Honor, I have to be in Rockland County that morning in connection with this case, the bigger case. The afternoon, I would be okay, two

o'clock.

THE COURT: Does that work for you, Mr. Bouskila?

MR. BOUSKILA: Would we be able to do this virtually? Because I will be traveling from passover.

THE COURT: Not if it's a contempt hearing.

MR. BOUSKILA: Understood.

THE COURT: When does passover start?

MR. BOUSKILA: Next Saturday night. But I'm traveling, leaving on Wednesday evening.

THE COURT: So we can do Wednesday.

MR. D'ORAZIO: Wednesday is good.

MR. BOUSKILA: Okay.

THE COURT: Why don't we do Wednesday at 10 o'clock, April 9th at 10 a.m. and so the game plan is, parties will either file a stipulation that resolves this contempt application on or before April 8th or, otherwise, appear for a contempt hearing on April 9th at 10 am.

MR. BOUSKILA: Understood, Your Honor.

MR. D'ORAZIO: Yes.

THE COURT: If you need anything before then, reach out and let us know.

Last but not least, if you would obtain a copy of today's transcript and file it under NYSCEF.

MR. D'ORAZIO: Thank you, Your Honor.

MM

PROCEEDINGS

MR. BOUSKILA: Thank you.

REPORTER'S CERTIFICATION

I hereby certify that the foregoing is a true and accurate transcript of the proceedings.

Minerva Marin
Official Court Reporter

MM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 45

----------X

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

- v -

MOSHE SILBER,

Defendant.

INDEX NO. 654386/2024

MOTION DATE 08/26/2025

MOTION SEQ. NO. 004

DECISION + ORDER ON MOTION

----------X

HON. ANAR RATHOD PATEL:

The following e-filed documents, listed by NYSCEF document number (Motion 004) 68–77, 89–91, 93–99, 104–105 were read on this motion to/for CONTEMPT.

WHEREAS Spano Investor LLC ("Spano"), assignee of the Judgment obtained in this matter by Plaintiff Acquiom Agency Services LLC, has represented to this Court that this matter, as alleged against Defendant Moshe Silber ("Silber"), is automatically stayed due to the filing of bankruptcy by Silber (*see* NYSCEF Doc. No. 104);

WHEREAS Silber filed a Chapter 7 Bankruptcy Petition on September 19, 2025, in the United States Bankruptcy Court for the Southern District of New York, thereby commencing the Chapter 7 case pending before the Honorable Sean H. Lane (Case No. 25-22890-shl) (the "Chapter 7 Case") (*see* NYSCEF Doc. No. 105);

WHEREAS this action is therefore automatically stayed under 11 U.S.C. § 362;

Accordingly, it is hereby

ORDERED that this action is stayed pending the resolution of the Chapter 7 Case except for an application to vacate or modify said stay; and it is further

ORDERED that either party may make an application by Order to Show Cause to vacate or modify this stay upon the final determination of the Chapter 7 Case; and it is further

ORDERED that Spano's Motion for Contempt (Mot. Seq. No. 004) is DENIED without prejudice to renew upon lifting of the stay; and it further

ORDERED that the parties shall file a joint letter on NYSCEF informing the court on the status of the Bankruptcy Action on or before January 23, 2026; and it is further

ORDERED that the parties are directed to serve a copy of this order with notice of entry on the Clerk of the General Clerk's Office within ten (10) days from entry and the Clerk shall mark this matter stayed as herein provided; and it is further

ORDERED that such service upon the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the "E-Filing" page on the court's website).

A. R. Patel

9/25/2025
DATE

ANAR RATHOD PATEL, A.J.S.C.

CHECK ONE:		**CASE DISPOSED**		[X]	**NON-FINAL DISPOSITION**		
	[ ]	**GRANTED**	[X] **DENIED**	[ ]	**GRANTED IN PART**	[ ]	**OTHER**
APPLICATION:	[ ]	**SETTLE ORDER**		[ ]	**SUBMIT ORDER**		
CHECK IF APPROPRIATE:	[ ]	**INCLUDES TRANSFER/REASSIGN**		[ ]	**FIDUCIARY APPOINTMENT**	[ ]	**REFERENCE**

EXHIBIT E

Letter, P. Hollander to R. Corbi, August 24, 2026

OKIN HOLLANDER

Okin Hollander LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Boulevard, Suite 40
Teaneck, NJ 07666
T 201 947 7500
F 201 947 2663

Paul S. Hollander, Esq.
phollander@okinhollander.com

August 24, 2026

VIA ELECTRONIC MAIL

Richard Corbi, Esq.
The Law Offices of Richard J. Corbi PLLC
104 West 40th Street, 4th Floor
New York, NY 10018
rcorbi@corbilaw.com

Re: ***In re CBRM Realty Inc., et al.*, Case No 25-15343 (MBK) (Bankr. D.N.J.)**
Fed. R. Bankr. P. Rule 2004 Subpoena to Miriam Mizrachi

okinhollander.com

Dear Mr. Corbi:

We do not accept the attempt, in your letter of August 21, 2026, to fabricate an inaccurate, self-serving and misleading version of the call we initiated earlier that day to request a two-week adjournment of the return date of the subpoenas that you emailed to us on the evening of August 20.

As we explained at the outset of the call, we were seeking a brief extension to allow us to continue to confer with other parties whose legal rights and interests are materially implicated by your subpoenas, and who have independent rights under Federal Rule of Civil Procedure 45 (made applicable to this matter by Federal Rule of Bankruptcy Procedure 9016) with respect thereto.

Your client's initial response as to why he was seeking records from Ms. Mizrachi, was patently incorrect and based on what can only be explained as imagined discussions between us and his former counsel, Mr. Stolz, that never occurred. Mr. Kamensky's statements, of which he had no personal knowledge, bore no resemblance to any actual discussions that took place with Mr. Stolz and this Firm regarding the matters that he purported to describe. Once can only surmise Mr. Kamensky was attempting to create a false narrative.

Mr. Kamensky's response to our request for an adjournment was, in our opinion, irrational and incomprehensible given the length of time -- at least a year and a half --that the matters giving rise to your subpoenas have been known to him. In addition, to our knowledge, none of the matters that Mr. Kamensky raised on the call had previously been the subject of the improper and illegal secret subpoenas served by his former counsel, Mr. Stolz, the full extent and nature of which still have not been disclosed by either Mr. Stolz or you, despite our repeated requests therefor and the service of a proper subpoena therefor.

OKIN HOLLANDER

When it became clear to us that your client was not capable of engaging in a civil, respectful and productive conversation, we indicated that there was no purpose in continuing with the call.

Your attempted rendition of the call as set forth in your letter is a poor attempt at revisionist history and an attempt to divert attention from your client's exceedingly poor, disrespectful, and erratic behavior. Based on the foregoing we reject your letter in its entirety and reserve all of our client's rights under Rule 45 and other applicable provisions of the Bankruptcy Code.

Please be guided accordingly.

Very truly yours,

OKIN HOLLANDER LLC

By: *<u>/s/ Paul S. Hollander</u>*
Paul S. Hollander

cc: Warren J. Martin, Jr., Esq. (via e-mail)
Rachel A. Parisi, Esq. (via e-mail)

EXHIBIT F

Letter, R. Corbi to P. Hollander and R. Singer, August 24, 2026,
extending the first tranche to September 11, 2026

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 24, 2026

Via Electronic Mail

Paul Hollander, Esq.
Rosanne Singer, Esq.
Okin Hollander LLC
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: phollander@okinhollander.com
rsinger@okinhollander.com

Counsel to Ms. Miriam Mizrachi

Re: ***In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena to Ms. Miriam Mizrachi**

Dear Paul:

I write in response to your letter dated August 24, 2026. The Trustee will not respond in kind to its characterizations of him, and accordingly, this letter does not address them. What the letter does not contain is a response to anything the Trustee actually proposed: it does not say whether your client produced documents in the Acquiom enforcement proceedings, it does not say whether her prior counsel retains that file, and it does not offer a date on which anything will be produced. Those questions remain open, and they are the only ones that bear on the return date.

The Trustee's proposal is unchanged, and the Trustee will extend the initial date by one week.

The Trustee remains willing to proceed as set out in my August 21, 2026 letter. To remove any question about the time available, the Trustee will extend the initial production date from September 4, 2026 to **September 11, 2026**, for the limited purpose of producing the materials your client collected, reviewed and produced in the Acquiom enforcement proceedings, to the extent they are responsive to the Trustee's subpoena. The balance of the production will follow on a rolling schedule, the terms of which the Trustee is prepared to negotiate as soon as you are willing to discuss them.

That is not a refusal of the adjournment you requested. It is the adjournment, conditioned on the modest step of producing documents that have already been gathered.

The rights of other parties do not govern the Trustee's return date.

You state that the extension was sought so that you could confer with other parties whose interests are implicated and who hold independent rights under Rule 45. You do not identify those parties. In any event, Rule 45's protections belong to the person commanded to produce, and any person who believes the subpoena reaches material in which they hold an interest may raise that with the Court in their own name and on their own timetable. The existence of persons who might object is not a reason to defer your client's obligation to respond, and the Trustee's authority to investigate under Rule 2004 does not abate while third parties consider whether to appear.

If there is a specific request, or a specific document, as to which a specific third party asserts a specific right, identify it and the Trustee will address it directly. A general reference to unnamed parties is not something the Trustee can respond to.

The Trustee notes that Warren J. Martin, Jr., Esq. and Rachel A. Parisi, Esq. are copied on your letter. Please confirm whether Mr. Silber is among the parties to whom your letter refers. If a joint defense, common interest or similar arrangement exists between your client and any other person as to the subject matter of this subpoena, please so advise.

The Trustee does not propose to litigate the Stolz history in correspondence.

Our accounts of what was said on the call about prior discussions with Mr. Stolz differ. That disagreement has no bearing on whether your client must respond to this subpoena, and the Trustee will not carry it further here. As to the earlier subpoenas of which you complain, the Trustee served you with a copy of the subpoena issued to JPMorgan Chase Bank, N.A. although not required to do so, precisely to meet your stated objection going forward. That offer stands: the Trustee will continue to provide you with copies of third-party subpoenas that reach your client's records.

The record of the Acquiom proceedings.

Your letter asserts that the Trustee's position is unjustified. The Trustee holds a different view, and it rests on the public record of what occurred when your client was last served with a subpoena for substantially the same categories of documents. Because you have put the reasonableness of the Trustee's conduct at issue, that record bears setting out.

Spano Investor LLC, as assignee of the judgment against Mr. Silber, served your client with a subpoena duces tecum and restraining notice dated December 26, 2024, at 41 Powder Horn Road, noticing her deposition for January 29, 2025 (NYSCEF Doc. No. 55). She did not appear. She did not produce. She served no objection. Spano's counsel wrote to her directly on February 4, 2025 (NYSCEF Doc. No. 57). She did not respond to that either. On March 21, 2025, after approximately three months of silence, Spano moved by order to show cause to hold her in contempt (NYSCEF Doc. Nos. 53–58).

She retained counsel only then. At the hearing before Justice Patel on April 3, 2025, Ariel Bouskila, Esq. appeared for her and advised the Court that he had been retained "late last week",

that is, ***after*** the contempt application was filed. The Court addressed the point directly, stating that her decision to engage counsel at the last minute after an application for contempt did not relieve her of complying with the subpoena served upon her in December 2024, and finding that from the Court's perspective she was in contempt (NYSCEF Doc. No. 64 at 4:8–13).

Two further exchanges at that hearing bear on the position you have taken here. First, when asked by the Court whether his client had responsive documents, Mr. Bouskila answered that she did, and that he was in the process of determining their scope (*id.* at 3:9–12). Second, the only substantive objection then advanced on her behalf was that the documents might be obtainable from the judgment debtor instead. Spano's counsel responded that this was not a valid objection and that there was no claim of abuse or harassment; the Court agreed, stating that it was not a basis (*id.* at 4:23–5:9). The Court then gave the parties one week: file a stipulation fixing dates for document production, a deposition, and the handling of objections by April 8, or appear for a contempt hearing on April 9 (*id.* at 5:13–19, 7:15–19). A stipulation was filed on April 8 (NYSCEF Doc. No. 62) and the Court entered its order on April 9 (NYSCEF Doc. No. 63). Your client produced documents and was deposed on May 8, 2025.

The pattern then repeated. Spano served a second subpoena duces tecum on your client dated July 12, 2025 (NYSCEF Doc. No. 70). On August 26, 2025, Spano again moved for contempt (Mot. Seq. No. 004). That application was never resolved on its merits; it was denied without prejudice to renew when the New York action was stayed under 11 U.S.C. § 362 upon Mr. Silber's chapter 7 filing (NYSCEF Doc. No. 107).

That is the record. It explains why the Trustee, presented with a request for an open-ended two-week adjournment and no commitment as to what would follow, asked for a concrete first step in return. It also explains why the Trustee is unwilling to treat a general assertion that others may have rights as a sufficient reason to move the date without one.

One correction.

Your letter refers to the matters giving rise to these subpoenas having been known to the Trustee for "at least a year and a half." The Bankruptcy Court entered the Confirmation Order on October 23, 2025, and the Trustee was appointed as of the Effective Date. He has held the office for approximately ten months.

Trustee's Proposal.

The Trustee's proposal, as modified, is as follows:

1. By **September 11, 2026**, your client produces the materials she collected and produced in the Acquiom proceedings, to the extent responsive, together with a written statement signed by her describing the search and inquiry undertaken to identify them.

2. Please confirm whether Berkovitch & Bouskila, PLLC or any other counsel retains her file from those proceedings. With her authorization, those materials can be transmitted to us directly.

3. The balance of the production proceeds on a rolling schedule to be agreed. The Trustee will consider any reasoned request for additional time as to particular categories.

4. If a third party asserts a right as to a specific request, identify the party and the request.

The Trustee remains available to confer, and would prefer to resolve scope and timing by agreement. If your client does not intend to proceed on these terms, please advise and we will address the matter with the Court.

The Trustee expressly reserves all rights, claims, defenses and remedies.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

cc: Mr. Daniel Kamensky, Creditor Recovery Trustee
Warren J. Martin, Jr., Esq. (wjmartin@pbnlaw.com)
Rachel A. Parisi, Esq. (raparisi@pbnlaw.com)

EXHIBIT G

Motion to Quash Rule 2004 Subpoenas and for a Protective Order,
filed September 3, 2026, In re Silber, Case No. 25-21650 (MBK)
[Docket No. 198]

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

OKIN HOLLANDER LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
T: 201-947-7500
F: 201-947-2663
Paul S. Hollander, Esq.
phollander@okinhollander.com

Counsel for Miriam Mizrachi

In re:

MOSHE SILBER,

Debtor.

Case No.: 25-21650 (MBK)

Chapter: 7

Judge: Hon. Michael B. Kaplan

Hearing Date and Time: October 15, 2026 at 10:00 a.m. (EST)

Objection Deadline: October 8, 2026

NOTICE OF MOTION OF MIRIAM MIZRACHI TO (A) QUASH (I) THE UNSERVED RULE 2004 SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE OF THE CBRM CREDITOR RECOVERY TRUST, (II) THE SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE TO JPMORGAN CHASE BANK, N.A. SEEKING BANKING AND FINANCIAL RECORDS OF MS. MIZRACHI WITHOUT PROPER PRIOR NOTICE TO HER AND (III) ANY OTHER THIRD-PARTY SUBPOENAS THAT HAVE BEEN ISSUED AND/OR SERVED BY THE LIQUIDATION TRUSTEE THAT HAVE YET TO BE DISCLOSED TO MS. MIZRACHI AND HER COUNSEL SEEKING RECORDS OF MS. MIZRACHI; AND (B) FOR A PROTECTIVE ORDER BARRING ACCESS TO AND STRIKING THE USE OF ANY DISCOVERY OBTAINED WITHOUT THE NOTICE REQUIRED BY FEDERAL RULE 45

PLEASE TAKE NOTICE that on October 15, 2026 at 10:00 a.m., or as soon thereafter as counsel may be heard, the undersigned attorneys for Miriam Mizrachi ("Ms. Mizrachi"), shall

move before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, NJ 08608 for entry of an Order pursuant to Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure, Rule 45 of the Federal Rules of Civil Procedure, Rule 2004-1(d) of the Local Bankruptcy Rules for the District of New Jersey, and section 105(a) of Title 11 of the United States Code (A) quashing (I) the unserved Rule 2004 Subpoena issued by the Liquidation Trustee of the CBRM Creditor Recovery Trust, (II) the subpoena issued by the Liquidation Trustee to JPMorgan Chase Bank, N.A. seeking banking and financial records of Ms. Mizrachi without proper prior notice to her and (III) any other third-party subpoenas that have been issued and/or served by the Liquidation Trustee that have yet to be disclosed to Ms. Mizrachi and her counsel seeking records of Ms. Mizrachi; and (B) for a protective order barring access to and striking the use of any discovery obtained without the notice required by Federal Rule 45 (the "Motion").

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the undersigned shall rely on the accompanying Memorandum of Law in Support of the Motion, which sets forth the relevant factual and legal bases upon which the Motion should be granted, and the Certification of Paul S. Hollander, Esq.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the United States Bankruptcy Court in accordance with D.N.J. LBR 9013-2 so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d) and

the relief requested may be granted without further notice or hearing.

Dated: September 3, 2026

Respectfully submitted,

OKIN HOLLANDER LLC

By: */s/ Paul S. Hollander*
Paul S. Hollander, Esq.
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd., Suite 40
Teaneck, New Jersey 07666
(201) 947-7500
phollander@okinhollander.com

Counsel for Miriam Mizrachi

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

OKIN HOLLANDER LLC
Glenpointe Centre West, 2nd Floor
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T: 201-947-7500
F: 201-947-2663
Paul S. Hollander, Esq.
phollander@okinhollander.com

Counsel for Miriam Mizrachi

In re:

MOSHE SILBER,

Debtor.

Case No.: 25-21650 (MBK)

Chapter: 7

Judge: Hon. Michael B. Kaplan

Hearing Date and Time: October 15, 2026 at 10:00 a.m. (EST)

Objection Deadline: October 8, 2026

MEMORANDUM OF LAW IN SUPPORT OF MOTION OF MIRIAM MIZRACHI TO (A) QUASH (I) THE UNSERVED RULE 2004 SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE OF THE CBRM CREDITOR RECOVERY TRUST, (II) THE SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE TO JPMORGAN CHASE BANK, N.A. SEEKING BANKING AND FINANCIAL RECORDS OF MS. MIZRACHI WITHOUT PROPER PRIOR NOTICE TO HER AND (III) ANY OTHER THIRD-PARTY SUBPOENAS THAT HAVE BEEN ISSUED AND/OR SERVED BY THE LIQUIDATION TRUSTEE THAT HAVE YET TO BE DISCLOSED TO MS. MIZRACHI AND HER COUNSEL SEEKING RECORDS OF MS. MIZRACHI; AND (B) FOR A PROTECTIVE ORDER BARRING ACCESS TO AND STRIKING THE USE OF ANY DISCOVERY OBTAINED WITHOUT THE NOTICE REQUIRED BY FEDERAL RULE 45

Miriam Mizrachi ("Ms. Mizrachi"), by and through her undersigned counsel, Okin Hollander LLC ("Okin Hollander" or "OH"), respectfully submits this memorandum of law in

support of her motion (the "Motion") for entry of an order (A) quashing (I) the unserved Rule 2004 subpoena dated August 20, 2026 (the "CBRM Unserved Subpoena") issued to Okin Hollander by Richard J. Corbi, Esq. ("Mr. Corbi") of The Law Offices of Richard J. Corbi Law PLLC ("Corbi"), as counsel to RLA Consulting LLC, in its capacity as Trustee (the "Liquidation Trustee") of the CBRM Creditor Recovery Trust (the "CBRM Trust") established under the confirmed chapter 11 plan of CBRM Realty Inc., *et al*., (II) the subpoena issued by the Liquidation Trustee to JPMorgan Chase Bank, N.A. seeking banking and financial records of Ms. Mizrachi (the "Chase Subpoena," and together with the CBRM Unserved Subpoena, the "CBRM Subpoenas") without proper prior notice to her and (III) any other third-party subpoenas that have been issued and/or served by the Liquidation Trustee that have yet to be disclosed to Ms. Mizrachi and her counsel seeking records of Ms. Mizrachi; and (B) for a protective order barring access to and striking the use of any discovery obtained without the notice required by Federal Rule 45.[1] In support of the Motion, Ms. Mizrachi respectfully represents as follows:

PRELIMINARY STATEMENT

Ms. Mizrachi is currently the subject of yet another round of improper subpoena practice directed at her personal banking and financial records, along with banking and financial records of entities under Ms. Mizrachi's control or in which she holds an interest (collectively, the "Mizrachi Financial Records") by two bankruptcy estates that, until May 29, 2026, shared the same, albeit conflicted counsel. In the prior rounds, counsel for the Chapter 7 Trustee (as herein defined) and the Liquidation Trustee of those estates took the unfounded position that the Federal

[1] Ms. Mizrachi is filing the Motion at this time as a precautionary measure to avoid any possible argument that she waived her rights to challenge the CBRM Unserved Subpoena, the Chase Subpoena or any of the third-party subpoenas issued and/or served by the Liquidation Trustee seeking her banking and financial records, and reserves all rights to supplement this Motion to the extent she becomes aware that the Liquidation Trust properly served any subpoenas seeking her records.

Rules of Civil Procedure that exist to protect a person in Ms. Mizrachi's position simply did not apply to them. The recent efforts by the Liquidation Trustee to (a) issue (but not serve) the improper, invalid and defective CBRM Unserved Subpoena on Ms. Mizrachi, (b) ignore compliance with the Mizrachi Subpoenas (as herein defined) properly served on counsel for the Liquidation Trustee on July 21, 2026 and (c) refuse to identify the as-yet undisclosed other third-party subpoenas issued and/or served by or on behalf of the Liquidation Trustee seeking Mizrachi Financial Records, reflect a continuation of the Liquidation Trustee's abuse of the subpoena power of this Court and disregard of the requirements of Rule 45 of the Federal Rules of Civil Procedure ("Rule 45") applicable thereto.

The CBRM Subpoenas reflect the latest maneuver by the Liquidation Trustee (following in the footsteps of its former and current counsel) to again circumvent Rule 45 and deprive Ms. Mizrachi of the protections to which she is entitled thereunder. While the Liquidation Trustee was represented by Daniel Stolz, Esq. (formerly of Genova Burns LLC ("GB") and currently with Stevens & Lee ("S&L")), which firms simultaneously served, respectively, as special counsel and then substitute special counsel to Karen E. Bezner, the chapter 7 trustee (the "Chapter 7 Trustee") of the estate (the "Chapter 7 Estate") of Moshe Silber (the "Debtor"), subpoenas were issued to third parties seeking the Mizrachi Financial Records without providing Ms. Mizrachi with the prior advance notice that Rule 45(a)(4) requires. When Ms. Mizrachi (and the Debtor) demanded compliance, counsel to the Chapter 7 Trustee refused, taking the legally unsupportable position that "a Rule 2004 examination is not ordinary civil discovery" and is therefore exempt from Rule 45. Counsel for the Liquidation Trustee adopted that same position by letter, rather than by motion. To this day, neither the full extent of those third-party subpoenas, nor the documents produced in response to them, has been disclosed to Ms. Mizrachi or her counsel, notwithstanding the

Stipulated Consent Order dated August 23, 2026 [Dkt. No. 193] that requires counsel to the Chapter 7 Trustee to provide such disclosure.

Ms. Mizrachi, by contrast, played by the rules. On or about July 21, 2026, she served subpoenas (the "Mizrachi Subpoenas") under Rule 2004 ("Rule 2004") of the Federal Rule of Bankruptcy Procedure (the "Bankruptcy Rules") on GB and S&L at a time when those firms had possession, custody and control of the documents requested, and provided contemporaneous notice to counsel for the Liquidation Trustee, in full compliance with Rule 45. Copies of the Mizrachi Subpoenas are attached to the Certification of Paul S. Hollander (the "Hollander Cert.") respectively as **Exhibits A and B**. Nevertheless, counsel for the Chapter 7 Trustee and the Liquidation Trustee refused to comply with Ms. Mizrachi's valid requests. The Liquidation Trustee never timely or otherwise moved to quash the Mizrachi Subpoenas and allowed the time to seek protection under Rule 45(d)(3) to lapse. Adopting the Chapter 7 Trustee's stance, counsel to the Liquidation Trustee took the position that the mandatory notice that Rule 45 expressly commands was optional. Having declined to comply with Rule 45 when it constrained him, the Liquidation Trustee now seeks to invoke this Court's subpoena power against Ms. Mizrachi while once again disregarding the Rule's requirements.

The CBRM Subpoenas are defective and overbroad, and should be quashed for the following reasons:

- **The CBRM Unserved Subpoena was never served on Ms. Mizrachi.** The CBRM Unserved Subpoena is directed to "Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC," and was e-mailed to counsel on the evening of August 20, 2026. Rule 45 requires delivery of a subpoena to the named party. Okin Hollander never agreed to

accept service of a subpoena on Ms. Mizrachi's behalf. Nothing in Rule 2004, Rule 9016 or Rule 45 permits a party to substitute e-mail to a party's counsel for service on the actual witness.

- **No prior notice was given.** Rule 45(a)(4) requires that "before it is served on the person to whom it is directed, a notice and a copy of the subpoena must be served on each party." Counsel to the Liquidation Trustee transmitted the CBRM Unserved Subpoena and the "notice" of it in the same communication, and purportedly served the Chase Subpoena contemporaneously on JPMorgan Chase Bank, N.A. seeking the same Mizrachi Financial Records. Simultaneous notice is not prior notice. Rule 45's purpose is to preserve a party's opportunity to object *before* disclosure occurs.

- **The CBRM Subpoenas violate the "pending proceeding" rule and are duplicative.** The CBRM Subpoenas seek discovery on significantly overlapping subject matters, including but not limited to Ms. Mizrachi's interest in the stock of Vecta Partners[2] and the Mizrachi Financial Records, all of which the Chapter 7 Trustee has implicated through an Adversary Proceeding[3] (as defined herein) that she filed against Ms. Mizrachi in April 2026, voluntarily withdrew and reserved the right to refile.[4] Rule 2004 may

[2] Capitalized terms not defined herein shall have the meaning ascribed to such terms in the complaint that accompanied the filing of the Adversary Proceeding [Dkt. No. 1 in Adv. Proc. No. 26-01178].

[3] In connection with the litigation on the Order to Show Cause entered by the Court on April 22, 2026 [Dkt. No. 9 in the Adversary Proceeding] in connection with the Adversary Proceeding, the Liquidation Trustee filed a response through its counsel, GB, asserting a claim to the stock of Vecta Partners.

[4] Counsel for the Chapter 7 Trustee recently stated that he has prepared and is about to refile a new adversary proceeding involving Vecta Partners and other transfers.

not be used to conduct discovery that is subject to a pending proceeding governed by the Part VII rules.

- **The CBRM Unserved Subpoena reaches for assets of another estate.** The Liquidation Trustee alleges that CBRM has a claim to the same Vecta Partners stock and assets/interests of Sunnyside that the Chapter 7 Trustee has asserted constitute property of the Debtor's Chapter 7 Estate. The Liquidation Trustee's attempt to reach property of the Chapter 7 Estate is thus a violation of the automatic stay of 11 U.S.C. § 362.
- **The CBRM Unserved Subpoena is grossly overbroad.** The CBRM Unserved Subpoena includes twenty-three (23) sweeping requests, defined to reach "all documents" held by every accountant, bookkeeper, advisor, trustee, family member or agent, across a "Relevant Time Period" beginning January 1, 2018, which spans more than seven (7) years before the Petition Date (as defined herein) and is well beyond any applicable lookback period. The requests include every bank, brokerage, retirement and custodial account; every credit card; every tax return and gift tax return; every transfer over $10,000; the sources of funds for Ms. Mizrachi's household expenses; her jewelry; her safe deposit boxes; her children's residence; and her personal devices and e-mail accounts.
- **The CBRM Subpoenas continue a pattern that warrants the relief sought herein.** Rule 45(d)(1) imposes an affirmative duty on the issuing party to avoid imposing undue burden or expense, and directs that the Court "must enforce this duty and impose an appropriate sanction." That duty is

not satisfied where a party, such as the Liquidation Trustee, invokes the Court's subpoena power while disclaiming Rule 45's requirements, refuses to disclose the other third-party subpoenas its former and present counsel served concerning the Mizrachi Financial Records, and ignores compliance with the properly served Mizrachi Subpoenas on baseless grounds of privilege.

Accordingly, Ms. Mizrachi respectfully requests the entry of an Order (A) quashing (I) the unserved Rule 2004 Subpoena issued by the Liquidation Trustee, (II) the subpoena issued by the Liquidation Trustee to JPMorgan Chase Bank, N.A. seeking banking and financial records of Ms. Mizrachi without proper prior notice to her and (III) any other third-party subpoenas that have been issued and/or served by the Liquidation Trustee that have yet to be disclosed to Ms. Mizrachi and her counsel seeking records of Ms. Mizrachi; and (B) a protective order barring access to and striking the use of any discovery obtained without the notice required by Rule 45.

JURISDICTION AND STATUTORY BASES

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).

4. The statutory bases for the relief requested herein are Rules 45(a)(4), 45(b), 45(d)(1) and 45(d)(3), made applicable to these proceedings by Bankruptcy Rule 9016; Bankruptcy Rules 2004 and 9014(c); D.N.J. LBR 2004-1(d); and sections 105(a) and 362 of the Bankruptcy Code.

5. Ms. Mizrachi brings this Motion in this Court because the CBRM Subpoenas were issued out of this Court, by counsel invoking authority conferred by the CBRM Confirmation

Order (as defined herein), and because the parties have presented identical Rule 45 issues before this Court. *See* Dkt. Nos. 174, 179, 187. Ms. Mizrachi does not consent to compliance in any other district and reserves all rights as to the place of compliance under Rule 45(c).

BACKGROUND

A. The Two Bankruptcy Estates and Their Shared Counsel

6. On May 19, 2025, CBRM filed a voluntary petition, Case No. 25-15343 (MBK) under chapter 11 of the Bankruptcy Code. On October 23, 2025, this Court entered an order confirming the CBRM Modified Joint Chapter 11 Plan [Dkt. No. 653 in the CBRM case] (the "Confirmation Order"). The Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as the Liquidation Trustee.

7. On September 19, 2025, the Debtor filed a voluntary chapter 7 petition, Case No. 25-21650 (MBK) (the "Chapter 7 Case"). On November 3, 2025, Karen E. Bezner was appointed as the Chapter 7 Trustee.

8. Until May 29, 2026, Daniel M. Stolz and his firm[5] represented both estates. Mr. Stolz and his colleagues served as special counsel to the Chapter 7 Trustee while at GB and subsequently, at S&L, sought to continue in that role as substitute special counsel. While Mr. Stolz withdrew as counsel to the Liquidation Trustee on May 29, he has nevertheless continued to assert

[5] The uninterrupted and continuous pattern of events discussed in this Motion occurred partly during the time period when GB was serving as Special Counsel to the Chapter 7 Trustee [Dkt. No. 43], which retention continued until Mr. Stolz and several of his colleagues moved their practice to S&L, which thereafter filed an application seeking to continue representing the Chapter 7 Trustee as Substitute Special Counsel [Dkt. No. 155]. For purposes of this Motion, actions taken by Mr. Stolz include and incorporate all of the matters and actions taken while GB was acting as Special Counsel to the Chapter 7 Trustee during the time frame that Mr. Stolz and his colleagues were practicing there, along with all matters and actions taken by S&L in its capacity as Substitute Special Counsel to the Chapter 7 Trustee from and after the time frame that Mr. Stolz and his colleagues transitioned to that firm.

that documents in his possession, custody and control are subject to attorney-client and work-product privileges belonging to the Liquidation Trustee.[6]

B. The Undisclosed Third-Party Subpoenas Seeking Mizrachi Financial Records

9. On April 10, 2026, the Chapter 7 Trustee, through her counsel, commenced an adversary proceeding [Adv. Pro. No. 26-01178-MBK] (the "Adversary Proceeding") against the Debtor, Ms. Mizrachi and the Voting Trustee. The complaint alleged that Ms. Mizrachi is an "insider" under 11 U.S.C. § 101(31) and sought to avoid the transfer to her of a 95% non-voting interest in Vecta Partners[7] and to recover that interest, or its value, from her under 11 U.S.C. §§ 548, 544, and 550, together with turnover, declaratory, and injunctive relief.

10. While the Adversary Proceeding was pending, and without notice to Ms. Mizrachi, Mr. Stolz's firm issued and served third-party subpoenas seeking Mizrachi Financial Records, including a subpoena to JPMorgan Chase Bank, N.A. dated May 4, 2026 and a subpoena to Flagstar Bank, N.A.[8] Virtually every request in the May 4 Chase subpoena implicated Mizrachi Financial Records, including requests for "all DOCUMENTS sufficient to identify any and all ACCOUNTS maintained for, in the name of, for the benefit of, or otherwise associated with the DEBTOR or Miriam Mizrachi" and all communications with her.

[6] GB and S&L continue to have possession, custody and control over an unknown number of third-party subpoenas issued by GB as former counsel for the Liquidation Trustee, and despite having been previously subpoenaed, refuse to turn them over to Ms. Mizrachi.

[7] Vecta Partners owns the stock of Vecta, Inc., the holding company and parent of Sunnyside Federal Savings and Loan Association of Irvington ("Sunnyside").

[8] Notwithstanding the Chapter 7 Trustee's obligation to produce the third-party subpoenas issued and/or served in connection with the Mizrachi Financial Records as set forth in the Stipulated Order dated August 23, 2026 [Dkt. No. 193], Ms. Mizrachi still does not know the extent of subpoenas issued seeking Mizrachi Financial Records, or the full extent of harm that GB, S&L and Corbi have caused to her.

11. Ms. Mizrachi first learned of the May 4 Chase subpoena on or about June 2, 2026, after it had been served. When Okin Hollander inquired about the third-party subpoenas that had been issued, Mr. Stolz claimed not to be sure which subpoenas his office had issued, or whether they had been issued on behalf of the Chapter 7 Trustee or on behalf of his other client, the Liquidation Trustee.

12. On June 3 and June 23, 2026, respectively, counsel for the Debtor and Okin Hollander demanded copies of all subpoenas and productions and objected to any use of documents obtained without the prior notice that Rule 45(a)(4) requires. On June 4, 2026, Mr. Stolz's firm refused, taking the position that "a Rule 2004 examination is not ordinary civil discovery" and that no advance notice was owed. Neither the Liquidation Trustee nor his counsel ever disavowed that position; to the contrary, counsel for the Liquidation Trustee responded to Ms. Mizrachi's subsequent demands in a letter dated July 30, 2026 adopting the same position. That letter is attached as **Exhibit C** to the Hollander Cert.

13. Partial productions of the Chase and Flagstar materials followed on or about June 25 and June 29, 2026, without the Flagstar subpoena itself. On July 29, 2026, Mr. Stolz took the position that no further subpoenas would be produced because "all subpoenas and documents related to your client [Ms. Mizrachi] have been delivered," a statement irreconcilable with his own on-the-record statement at the Debtor's June 24, 2026 Rule 2004 examination that he held "a number of other bank statements showing significant deposits into Miriam's bank account."

C. The Properly Served Mizrachi Subpoenas that the Liquidation Trustee Ignored

14. Having exhausted every reasonable alternative, on or about July 21, 2026, Okin Hollander, on behalf of Ms. Mizrachi, served the Rule 2004 Mizrachi Subpoenas on GB and S&L, seeking copies of all third-party subpoenas issued in connection with the Chapter 7 Case, all

communications with the recipients, all documents produced in response, and all documents provided by the Liquidation Trustee relating to claims against the Debtor or his estate.

15. The Mizrachi Subpoenas were served in a manner fully compliant with Rule 45, on firms that had possession, custody and control of the requested documents, and with simultaneous notice to counsel for the Liquidation Trustee.

16. The Liquidation Trustee never moved to quash or modify the Mizrachi Subpoenas, never sought a protective order and his time to seek relief under Rule 45(d)(3) subsequently expired. Instead, counsel for the Liquidation Trustee wrote letters asserting privilege and adopted the Chapter 7 Trustee's position that Rule 45's notice requirement did not apply to Rule 2004 subpoenas. On August 3, 2026, the Chapter 7 Trustee (not the Liquidation Trustee) moved to quash the Mizrachi Subpoenas [Dkt. No. 179]. Ms. Mizrachi opposed that motion on August 13, 2026 [Dkt. No. 187], and the Debtor separately moved to quash the third-party subpoenas based on, among other things, improper notice under Rule 45 [Dkt. No. 174]. A Stipulated Order entered by this Court on August 23, 2026 resolved the Chapter 7 Trustee's motion to quash, Ms. Mizrachi's opposition thereto and the Debtor's motion to quash [Dkt. No. 193]. Under the Stipulated Order, S&L was obligated to produce "copies of all Rule 2004 subpoenas issued by or on behalf of the Trustee, including all responses and documents produced thereunder," which it has thus far failed to do.

D. <u>The CBRM Subpoenas</u>

17. On the evening of August 20, 2026, Mr. Corbi emailed a letter to Okin Hollander (the "<u>August 20 Letter</u>") attaching the CBRM Subpoenas. The combined August 20 Letter and CBRM Unserved Subpoena are attached as **Exhibit D** to the Hollander Cert., and the Chase Subpoena is attached as **Exhibit E** thereto. The CBRM Unserved Subpoena is directed "To: Ms.

Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC." No copy of the CBRM Unserved Subpoena was served on or delivered to Ms. Mizrachi. The Proof of Service page of the subpoena is blank.

18. Okin Hollander has never agreed to accept service of a subpoena on Ms. Mizrachi's behalf.

19. The CBRM Unserved Subpoena contains twenty-three (23) requests for production. It defines "YOU" to include "any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for [Ms. Mizrachi]," and defines the "RELEVANT TIME PERIOD" as "January 1, 2018 through the present." Among other things, the CBRM Unserved Subpoena demands:

a) "Documents sufficient to identify every bank, brokerage, investment, custodial, retirement or other financial account held by YOU or for YOUR benefit, individually or jointly, at any institution, at any time" since 2018, "together with complete statements for each" (Request No. 7);

b) statements for "every other credit card, charge card or line of credit issued in YOUR name or used by YOU at any time" since 2018 (Request No. 6);

c) "All federal, state and local income tax returns, extensions and amendments," "all supporting schedules and workpapers, and all gift tax returns" for every year since 2018 (Request No. 14);

d) all documents concerning "any transfer of money, property or other value made by YOU to any PERSON in an amount exceeding $10,000" since 2018 (Request No. 12);

e) all documents concerning "the sources of funds used to pay YOUR household and living expenses" since 2018, "including any payment made on YOUR behalf by any PERSON and any charitable support received" (Request No. 13);

f) all documents concerning "any cash, precious metals, jewelry, artwork or other valuables" held outside a financial institution (Request No. 20);

g) documents sufficient to identify "every e-mail account, mobile device, computer, tablet and cloud storage service used by YOU" since 2018 (Request No. 22); and

h) all documents produced or referred to at Ms. Mizrachi's May 8, 2025 deposition in the New York judgment-enforcement proceedings, "together with all documents CONCERNING how YOU obtained each of them and from whom" (Request No. 15).

21. The August 20 Letter states that "[t]his is the first subpoena the CBRM Creditor Recovery Trustee has issued to Ms. Mizrachi or concerning her records." That representation cannot be squared with Mr. Stolz's July 21, 2026 admission that GB served subpoenas on behalf of the Liquidation Trustee and that he held the documents produced in response, which he then declined to produce on grounds of a privilege purportedly belonging to the Liquidation Trustee.

22. On August 21, 2026, Okin Hollander conferred with Mr. Corbi and the Liquidation Trustee and requested a two-week adjournment of the CBRM Unserved Subpoena's stated return date (assuming it was personally served on August 20, 2026), so that Ms. Mizrachi could confer with other parties whose rights under Rule 45 were implicated by the CBRM Unserved Subpoena. The Liquidation Trustee refused the adjournment request[9] notwithstanding the length of time

[9] The request was refused except on the condition that Ms. Mizrachi first produce, by September 4, 2026, whatever she had produced in unrelated state-court judgment-enforcement proceedings in 2025, even after Okin Hollander explained that it did not have access to any of that document production. By letter dated August 24, 2026, the

(close to one year) that the matters giving rise to the CBRM Unserved Subpoena had been known to him. Okin Hollander documented the events of the call on August 21 in an email to Mr. Corbi dated August 24 (the "August 24 Letter,)" a copy of which is attached as **Exhibit F** to the Hollander Cert. In addition, to Okin Hollander's knowledge, none of the matters that the Liquidation Trustee raised on the call had previously been the subject of the improper and illegal secret subpoenas served by his former counsel, Mr. Stolz, the full extent and nature of which still have not been disclosed by either Mr. Stolz or counsel to the Liquidation Trustee, despite OH's repeated requests therefor and the service of proper subpoenas therefor.

ARGUMENT

I. Ms. Mizrachi Is a Party in Interest with Standing to Seek Relief.

23. Party-in-interest status requires a direct, legally protected interest that may be affected by the proceeding. *See Travelers Ins. Co. v. H.K. Porter Co.*, 45 F.3d 737, 741–42 (3d Cir. 1995); *In re Combustion Eng'g, Inc.*, 391 F.3d 190, 214 (3d Cir. 2004). Ms. Mizrachi satisfies that standard several times over.

24. First, Ms. Mizrachi is the person to whom the CBRM Unserved Subpoena is directed. A person commanded to produce documents is expressly protected by Rule 45(d), which permits that party to serve written objections, Fed. R. Civ. P. 45(d)(2)(B), and requires the court to quash or modify a subpoena that fails to allow a reasonable time to comply, requires disclosure of privileged or protected matter, or subjects the person to undue burden. Fed. R. Civ. P. 45(d)(3)(A).

Liquidation Trustee attempted to extend the initial return date to September 11, 2026, on the same unacceptable condition.

25. Second, a person whose personal financial records are sought has a personal interest sufficient to be heard. *See Matter of Vanbrocklin*, 2017 WL 988812, at *1–*2 (Bankr. N.D. Ga. 2017) (bankruptcy debtor had standing to contest a subpoena to a bank seeking his personal bank records because of his "personal interest" in those records); *ITOCHU Int'l, Inc. v. Devon Robotics, LLC*, 303 F.R.D. 229, 232–33 (E.D. Pa. 2014) (judgment debtor had standing to challenge subpoenas to banks seeking his personal financial information).

26. Third, the Liquidation Trustee's own letter identifies Ms. Mizrachi as a person from whom it intends to recover, contending that the Vecta Partners stock interests "or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2)." A defendant, or intended defendant, from whom an estate seeks to recover alleged estate property holds, by definition, a legally protected interest that may be directly affected by the proceeding. *Combustion Eng'g*, 391 F.3d at 214. By the Liquidation Trustee asserting this claim against Ms. Mizrachi, it is attempting to pursue the recovery of property of the Chapter 7 Estate without first obtaining the requisite relief from the automatic stay pursuant to section 362 of the Bankruptcy Code.

II. The CBRM Unserved Subpoena Was Never Served on Ms. Mizrachi, and Service on Her Counsel Was Neither Authorized Nor Effective.

27. Rule 2004(c) provides that attendance and production may be compelled by issuing a subpoena as provided under Bankruptcy Rule 9016. Fed. R. Bankr. P. 2004(c). Rule 9016 is absolute: "Rule 45 F.R.Civ.P. applies in cases under the Code." Fed. R. Bankr. P. 9016. The Third Circuit has confirmed that "Bankruptcy Rule 9016 provides that Civil Rule 45 applies to subpoenas issued in bankruptcy cases." *Simon v. FIA Card Servs., N.A.*, 732 F.3d 259, 268 (3d Cir. 2013); *see also In re Symington*, 209 B.R. 678, 688–89 (Bankr. D. Md. 1997) (Rule 45 applies in Rule

2004 examinations); *(In re McClain Feed Yard, Inc.*, 661 B.R. 136, 139 (Bankr. N.D. Tex. 2024) (Rule 9016 "incorporates [all of] [Rule 45's] subpoena practice . . . to bankruptcy cases").

28. Rule 45 requires that service be made by delivering a copy of the subpoena to the named person. The Liquidation Trustee did not comply with that requirement. Counsel to the Liquidation Trustee e-mailed the CBRM Unserved Subpoena to Ms. Mizrachi's counsel. But nothing in Rule 45 authorizes service of a subpoena by delivery to counsel for a witness, and nothing in Rule 45 obliges a lawyer to accept service of a subpoena on a client's behalf. Absent an agreement to accept service, which was not the case here, the CBRM Unserved Subpoena is improper and defective as to Ms. Mizrachi.

29. The Liquidation Trustee's failure to serve the CBRM Unserved Subpoena properly is not a technicality. Rule 45 attaches serious consequences to service: a person "who, having been served, fails without adequate excuse to obey the subpoena" may be held in contempt. Fed. R. Civ. P. 45(g). The Liquidation Trustee's cover letter makes the stakes explicit, warning that "failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions." A party who threatens contempt must first comply with the Rule that makes contempt an available remedy. The Liquidation Trustee cannot invoke Rule 9016's subpoena power while disclaiming its procedural requirements.

III. The Liquidation Trustee Did Not Provide the Prior Notice That Rule 45(a)(4) Requires.

30. Rule 45(a)(4) provides that "[i]f the subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, then *before it is served on the person to whom it is directed*, a notice and a copy of the

subpoena must be served on each party." Fed. R. Civ. P. 45(a)(4) (emphasis added). The Notice printed on the face of the CBRM Unserved Subpoena repeats the requirement.

31. The Liquidation Trustee did not comply with the requisite notice elements of Rule 45. Counsel transmitted the August 20 Email and the CBRM Unserved Subpoena in a single e-mail, and that same day, purported to serve the Chase Subpoena,[10] which contemporaneously sought the same Mizrachi Financial Records. Rule 45(a)(4) provides an advance, prior notice protocol, which the Liquidation Trustee chose to ignore.

32. The purpose of Rule 45's timing is to preserve a meaningful opportunity to object *before* disclosure occurs. As the court explained in *Spencer v. Steinman*, 179 F.R.D. 484, 489 (E.D. Pa. 1998), a party denied prior notice is deprived of "its greatest safeguard under the Rule, *i.e.*, the ability to object to the release of the information *prior* to its disclosure," and that injury occurs "regardless of whether the information ultimately was turned over." *Id.* The *Spencer* court rejected the "no harm, no foul" defense, observing that "[t]he risks attached to the misuse of the subpoena power are great" because "[u]nder this delegation of public power, an attorney is licensed to access, through a non-party with no interest to object, the most personal and sensitive information about a party." *Id.*

33. The Liquidation Trustee's failure to comply with the notice requirements of Rule 45 reflects a continuing pattern, initiated by counsel for the Chapter 7 Trustee, who was also acting as counsel to the Liquidation Trustee, of violating and ignoring Mr. Mizrachi's rights to prior notice under Rule 45.

[10] To the extent that the Liquidation Trustee did not actually serve the Chase Subpoena seeking Mizrachi Financial Records, Ms. Mizrachi reserves her rights to further challenge the validity and effectiveness thereof.

IV. The Liquidation Trustee's Disregard of Rule 45 Requires that the CBRM Subpoenas Be Quashed.

34. A party invoking the Court's subpoena power subjects itself to all of Rule 45's requirements; it may not comply with some and disclaim others to suit its objectives. The Liquidation Trustee has done exactly that.

35. While being represented by GB, S&L and most recently by Corbi, the Liquidation Trustee served subpoenas believed to seek Mizrachi Financial Records without prior notice to Ms. Mizrachi. When confronted, the Liquidation Trustee defended that untenable position on the ground that Rule 2004 subpoenas are exempt from Rule 45. There is no such exemption. Rule 2004's scope addresses what may be examined, not whether a subpoena issued under Rule 9016 must comply with Rule 45.

36. When Ms. Mizrachi served the Mizrachi Subpoenas properly and on notice to GB and S&L, firms that had possession, custody and control of the documents sought, the Liquidation Trustee did not move to quash. Rule 45(d)(3) affords a subpoenaed party the remedy of a "timely motion." Fed. R. Civ. P. 45(d)(3)(A). Counsel for the Liquidation Trustee answered instead with correspondence, and with an assertion of unsubstantiated privilege.

37. A party that declines to comply with Rule 45 should not be permitted to invoke the benefits of the Rule. At a minimum, before the Liquidation Trustee obtains any discovery from Ms. Mizrachi, he should be required to disclose the documents that his current and/or former counsel already obtained in response to their secret, improper subpoenas.

V. The CBRM Unserved Subpoena Circumvents the Pending Proceeding Rule and Duplicates Discovery Regarding Claims That, According to the Chapter 7 Trustee, are the Property of the Debtor's Chapter 7 Estate.

38. "[O]nce an adversary proceeding or contested matter has been commenced, discovery is made pursuant to Federal Rules of Bankruptcy Procedure 7026 *et seq.*, rather than by

a [Rule] 2004 examination." *In re Washington Mut., Inc.*, 408 B.R. 45, 50 (Bankr. D. Del. 2009). "[T]he primary concern of courts is the use of Rule 2004 examinations to circumvent the safeguards and protections of the Federal Rules of Civil Procedure." *Id.* at 51.

39. The subject matter of the CBRM Unserved Subpoena is, in significantly overlapping respects, the subject matter of the (soon to be refiled) Adversary Proceeding. The Chapter 7 Trustee sued Ms. Mizrachi to avoid and recover the transfer of 95% of her non-voting interests of Vecta Partners under 11 U.S.C. §§ 544, 548 and 550. Requests Nos. 1 through 4 of the CBRM Unserved Subpoena seek the identical instruments, valuations, and communications involving Ms. Mizrachi that are implicated by the Adversary Proceeding. While the Adversary Proceeding was temporarily dismissed without prejudice, the Chapter 7 Trustee's counsel has confirmed that a new version has been prepared and is about to be filed. Ms. Mizrachi's exposure is therefore continuing, along with the concerns that the pending proceeding rule addresses.

40. The duplication between the Chapter 7 Trustee's discovery requests and the discovery sought pursuant to the CBRM Unserved Subpoena is not incidental. It reflects a continuing pattern by both the Chapter 7 Trustee and the Liquidation Trustee to deprive Ms. Mizrachi of the protections of Rule 45 and inundate her with substantially similar discovery requests in violation of the pending proceeding rule. The August 20 Letter tellingly frames the question of which estate owns the Vecta Partners stock and Sunnyside assets/interests as "a question between the fiduciaries." Yet the discovery the Liquidation Trustee improperly demands from Ms. Mizrachi is materially the same discovery that the Chapter 7 Trustee has sought pursuant to the Adversary Proceeding and intends to seek again. Rule 2004 does not authorize two estates to take serial, overlapping discovery from the same party on the same subject.

VI. The CBRM Unserved Subpoena Is an Attempt to Reach Assets Claimed by the Debtor's Chapter 7 Estate in Violation of Section 362.

41. Section 541(a) of the Bankruptcy Code is broad in scope and extends to a debtor's legal and equitable interests in property as of the petition date. *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983).

42. The Liquidation Trustee nevertheless pleads "in the alternative," that the Vecta stock interests "are property of the CBRM estates rather than property of the Debtor's chapter 7 estate, and are subject to turnover under 11 U.S.C. § 542." Those same interests are the subject of the Chapter 7 Trustee's claims and were the subject of a Stipulation and Consent Order dated June 9, 2026 [Dkt. No. 35 in the Adversary Proceeding] over which this Court retained jurisdiction. To the extent the Liquidation Trustee seeks, through subpoena practice against Ms. Mizrachi, to obtain possession of or exercise control over property belonging to the Debtor's Chapter 7 Estate, it is violating the automatic stay provisions of section 362 of the Bankruptcy Code.

VII. The CBRM Unserved Subpoena Is Facially Overbroad, Does Not Allow Reasonable Time to Comply, and Imposes an Undue Burden.

43. Rule 45(d)(3)(A) requires the Court to quash or modify a subpoena that "fails to allow a reasonable time to comply," that "requires disclosure of privileged or other protected matter," or that "subjects a person to undue burden." Fed. R. Civ. P. 45(d)(3)(A)(i), (iii), (iv). Rule 45(d)(3)(B)(i) further permits the Court to quash or modify a subpoena requiring disclosure of confidential commercial information. And Rule 45(d)(1) imposes an independent, affirmative duty on "[a] party or attorney responsible for issuing and serving a subpoena" to "take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena," which the Court "must enforce." The CBRM Unserved Subpoena fails each of these standards.

A. ***The 2018 start date has no basis in any theory the Liquidation Trustee has articulated.***

44. The "RELEVANT TIME PERIOD" set forth in the CBRM Unserved Subpoena begins January 1, 2018, more than seven (7) years before the Petition Date. The Liquidation Trustee's stated theories are avoidance under 11 U.S.C. § 544(b) and applicable New Jersey law, recovery under § 550(a)(2), and turnover under § 542. None of these alleged grounds justifies the look-back period of 2018. The transfers identified by the Liquidation Trustee allegedly occurred in May and June 2022, in August 2022, and in February 2023. The Liquidation Trustee fails to identify any transaction in 2018, 2019, 2020 or 2021 that is potentially avoidable, and offers no evidence demonstrating that the Debtor was insolvent in 2018. A seven-and-a-half-year sweep of all of Ms. Mizrachi's financial transactions during this overly broad time period, untethered to any pleaded theory, places an unreasonable and undue burden on Ms. Mizrachi.

B. ***Fifteen days is not a reasonable time to comply.***

45. The CBRM Unserved Subpoena was transmitted on the evening of August 20, 2026 and made returnable September 4, 2026, for twenty-three (23) requests covering more than eight (8) years and requiring, by Instruction 16, a description for each negative response "identifying the accounts, devices and locations searched and the person who conducted the search." When a two-week adjournment was requested, it was refused except on the condition that Ms. Mizrachi first produce documents which Okin Hollander advised it did not have. Rule 45(d)(3)(A)(i) does not condition a reasonable time to comply on the witness's agreement to produce documents first.

VIII. Rule 45(d)(1) Requires the Court to Enforce the Duty to Avoid Undue Burden and to Impose an Appropriate Sanction.

46. Rule 45(d)(1) provides that the issuing party and attorney "must take reasonable steps to avoid imposing undue burden or expense," and the Court "must enforce this duty and

impose an appropriate sanction, which may include…reasonable attorney's fees, on a party or attorney who fails to comply."

47. The conduct here is not the product of inadvertence, but rather, deliberate and repeated abuse of the subpoena power of this Court by the Liquidation Trustee and his counsel. In *Spencer*, the court held an attorney liable for issuing subpoenas without prior notice and imposed sanctions, observing that "misuse of the subpoena power also compromises the integrity of the court's processes." 179 F.R.D. at 489. In *Mirra v. Jordan*, curative relief was imposed even though the violations were found to be "grossly negligent" rather than in bad faith. 2014 WL 2511020, at *6 (S.D.N.Y. 2014).

48. Ms. Mizrachi requests that the Court award her the fees and expenses incurred in bringing this Motion, and reserves her right to consider what additional relief she may seek based on the pattern of abuse described above.

IX. In the Alternative, the Court Should Enter a Protective Order and Curative Relief.

49. Where a party has issued subpoenas for records without the required notice, courts routinely fashion curative relief, quashing the defective subpoenas, barring review or use of the documents obtained, requiring the violator to identify the subpoenas and productions, and ordering the return, sequestration or destruction of the materials. *See Mirra v. Jordan*, 2014 WL 2511020, at *3–*6 (S.D.N.Y. 2014) (ordering the violator to notify recipients that the subpoenas were quashed, enjoining review of documents received, requiring their return, and directing production of copies of all subpoenas and notice of materials received, in order to "disgorge [the] Defendant of the fruits of her violation"); *In re Sanomedics, Inc.*, 583 B.R. 796, 798–800 (Bankr. S.D. Fla. 2018) (granting a protective order quashing Rule 2004 discovery and precluding the requesting party from accessing the responses); *E.E.O.C. v. Tony's Lounge, Inc.*, 2009 WL 2486764, at *2

(S.D. Ill. Aug. 13, 2009) (barring use of information obtained through a subpoena issued without prior notice); *Gonzalez v. RFJD Holding Co.*, 2014 WL 12600141, at *2 (S.D. Fla. Sept. 2, 2014) (prohibiting further review or use of records collected where the affected party was not notified until after an extensive production); *Cunningham v. Jordan*, 2024 WL 998826, at *2–*3 (N.D. Ga. Feb. 20, 2024) (ordering the immediate and permanent deletion and destruction of private bank records obtained without proper notice).

50. The Court has ample authority to enter such relief under Rule 45(d)(3), Bankruptcy Rules 9016 and 9014(c), D.N.J. LBR 2004-1(d), and section 105(a) of the Bankruptcy Code.

51. If the Court is not inclined to quash the CBRM Subpoenas, Ms. Mizrachi respectfully requests that they be modified under Rule 45 to: (i) stay compliance until the Liquidation Trustee has identified every third-party subpoena issued by him or on his behalf that sought Mizrachi Financial Records and every document produced in response thereto; (ii) require personal service in compliance with Rule 45 and prior notice in compliance with Rule 45(a)(4) before any obligation to respond arises; (iii) limit the Relevant Time Period in the CBRM Unserved Subpoena to a period tied to an articulated avoidance theory; (iv) strike or narrow Request Nos. 6, 7, 12, 13, 14, 20, 21 and 22 in the CBRM Unserved Subpoena; (v) stay compliance pending the Liquidation Trustee seeking stay relief under section 362 with respect to his pursuit of any claims that are asserted by the Chapter 7 Trustee as being property of the Debtor's Chapter 7 Estate; and (vi) fix a reasonable production schedule and provide that the Liquidation Trustee bear the reasonable costs of compliance.

NOTICE

52. Ms. Mizrachi will provide notice of this Motion to the Liquidation Trustee and his counsel, the Chapter 7 Trustee and her counsel, counsel to the Debtor and any party that has

requested notice pursuant to Bankruptcy Rule 2002. Ms. Mizrachi submits that no other or further notice is required.

CONCLUSION

For the foregoing reasons, Ms. Mizrachi respectfully requests that this Court enter an Order (A) quashing (I) the unserved Rule 2004 subpoena issued by the Liquidation Trustee of the CBRM Creditor Recovery Trust, (II) the subpoena issued by the Liquidation Trustee to JPMorgan Chase Bank, N.A. seeking banking and financial records of Ms. Mizrachi without proper prior notice to her and (III) any other third-party subpoenas that have been issued and/or served by the Liquidation Trustee that have yet to be disclosed to Ms. Mizrachi and her counsel seeking records of Ms. Mizrachi; (B) granting a protective order barring access to and striking the use of any discovery obtained without the notice required by Rule 45; (iii) awarding Ms. Mizrachi her reasonable attorneys' fees and expenses incurred in connection with this Motion pursuant to Rule 45(d)(1); and (iv) granting such other and further relief as this Court deems just and proper.

Dated: September 3, 2026

Respectfully submitted,

OKIN HOLLANDER LLC

By: */s/ Paul S. Hollander*
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Counsel for Miriam Mizrachi

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

MOSHE SILBER,

Debtor.

Case No.: 25-21650 (MBK)

Chapter: 7

Judge: Hon. Michael B. Kaplan

Hearing Date and Time: October 15, 2026 at 10:00 a.m. (EST)

Objection Deadline: October 8, 2026

CERTIFICATION OF PAUL S. HOLLANDER, ESQ. IN SUPPORT OF MOTION OF MIRIAM MIZRACHI TO (A) QUASH (I) THE UNSERVED RULE 2004 SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE OF THE CBRM CREDITOR RECOVERY TRUST, (II) THE SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE TO JPMORGAN CHASE BANK, N.A. SEEKING BANKING AND FINANCIAL RECORDS OF MS. MIZRACHI WITHOUT PROPER PRIOR NOTICE TO HER AND (III) ANY OTHER THIRD-PARTY SUBPOENAS THAT HAVE BEEN ISSUED AND/OR SERVED BY THE LIQUIDATION TRUSTEE THAT HAVE YET TO BE DISCLOSED TO MS. MIZRACHI AND HER COUNSEL SEEKING RECORDS OF MS. MIZRACHI; AND (B) FOR A PROTECTIVE ORDER BARRING ACCESS TO AND STRIKING THE USE OF ANY DISCOVERY OBTAINED WITHOUT THE NOTICE REQUIRED BY FEDERAL RULE 45

Paul S. Hollander, of full age, hereby states and certifies as follows:

1. I am an attorney and member of the law firm of Okin Hollander LLC, counsel to Miriam Mizrachi ("Ms. Mizrachi") in the above-captioned Chapter 7 case. I am a

member of the bar of the State of New Jersey and am admitted to practice before the United States Bankruptcy Court for the District of New Jersey. I certify that I have knowledge of the facts contained herein.

2. I submit this Certification in support of the *MOTION OF MIRIAM MIZRACHI TO (A) QUASH (I) THE UNSERVED RULE 2004 SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE OF THE CBRM CREDITOR RECOVERY TRUST, (II) THE SUBPOENA ISSUED BY THE LIQUIDATION TRUSTEE TO JP MORGAN CHASE BANK, N.A. SEEKING BANKING AND FINANCIAL RECORDS OF MS. MIZRACHI WITHOUT PROPER PRIOR NOTICE TO HER AND (III) ANY OTHER THIRD-PARTY SUBPOENAS THAT HAVE BEEN ISSUED AND/OR SERVED BY THE LIQUIDATION TRUSTEE THAT HAVE YET TO BE DISCLOSED TO MS. MIZRACHI AND HER COUNSEL SEEKING RECORDS OF MS. MIZRACHI; AND (B) FOR A PROTECTIVE ORDER BARRING ACCESS TO AND STRIKING THE USE OF ANY DISCOVERY OBTAINED WITHOUT THE NOTICE REQUIRED BY FEDERAL RULE 45* (the "Motion").

3. Attached hereto as **Exhibits A and B** are true and correct copies of the Rule 2004 subpoenas served on or about July 21, 2026, by Okin Hollander LLC on Daniel M. Stolz, Esq., Genova Burns LLC, and Stevens & Lee, former and present counsel to the Chapter 7 Trustee.[1]

4. Attached hereto as **Exhibit C** is a true and correct copy of a letter dated July 30, 2026, from Richard Corbi, Esq., counsel to the Liquidation Trustee to Okin Hollander LLC.

[1] Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Memorandum of Law filed in support of the Motion.

5. Attached hereto as **Exhibit D** is a true and correct copy of a letter dated August 20, 2026, from Richard Corbi, Esq. to Okin Hollander LLC, along with the CBRM Unserved Subpoena.

6. Attached hereto as **Exhibit E** is a true and correct copy of a letter dated August 20, 2026, from Richard Corbi, Esq. to JPMorgan Chase Bank. N.A., along with the Chase Subpoena.

7. Attached hereto as **Exhibit F** is a true and correct copy of a letter dated August 24, 2026 from Okin Hollander LLC to Richard Corbi, Esq.

I HEREBY CERTIFY that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: September 3, 2026

By: */s/ Paul S. Hollander*
Paul S. Hollander, Esq.

Exhibit A

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re: Moshe Silber, Case No. 25-21650 (MBK)

Debtor Chapter 7

SUBPOENA FOR RULE 2004 EXAMINATION

To: Genova Burns LLC, by and through Rosalie Acevedo, Chief Operating Officer and Chief Financial Officer, or Jennifer Borek, Managing Partner, or any other person authorized by Genova Burns LLC to accept service of process on its behalf

494 Mayor Kenneth A. Gibson Blvd. (Broad Street)

Newark, NJ 07102

(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure and D.N.J. Local Bankruptcy Rule 2004-1.

PLACE	DATE AND TIME
Okin Hollander LLC 500 Frank W. Burr Blvd., Suite 40, Teaneck, New Jersey 07666	August 4, 2026

The examination will be recorded by this method: At the option of the party serving this Subpoena, either a certified court reporter, a remote virtual/web-based/video linked deposition or a remote video recorded deposition.

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

See attached Schedule A and produce by August 4, 2026 at 5:00 p.m. (ET)

The following provisions of Fed. R. Civ. P. 45 made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: July 20, 2026

CLERK OF COURT

OR

_____ /s/ Paul S. Hollander

Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing Miriam Mizrachi: Paul S. Hollander, Esq., Okin Hollander LLC, Glenpointe Centre West, 2nd Floor, 500 Frank W. Burr Boulevard, Suite 40, Teaneck, NJ 07666, Telephone: (201) 947-7500, Email: phollander@okinhollander.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)*_____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*)_____; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $_____.

My fees are $_____for travel and $_____for services, for a total of $_____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

SCHEDULE A

DEFINITIONS

The following definitions apply herein to these Requests:

1. "All" includes the word "any," and "any" includes the word "all."

2. "And" includes the word "or," and "or" includes the word "and."

3. "Each" shall mean each, every, any and all.

4. "Including" means including without limitation.

5. "Relate(d) to" or "Relating to" means constitutes, refers, reflects, concerns, pertains to, supports, refutes, consists of, summarizes, discusses, notes, mentions, corroborates, demonstrates, shows, embodies, identifies, analyzes, describes, evidences, or in any way logically or factually connects with the matter described or referenced in the request, directly or indirectly.

6. "Concerning" means consisting of, reflecting, referring to, relating to, regarding, involving, evidencing, constituting, or having any legal, logical, evidential, or factual connection with (whether to support or to rebut) the subject matter designated in any paragraph of these requests, directly or indirectly. A request for Documents "concerning" a specified subject matter always shall include Communications, notes, and memoranda (whenever prepared) relating to the subject matter of the request.

7. "Communication" means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails (including all attachments and embedded data) and other documents (as defined below), text messages, instant messages, chat communications (including Slack, Teams, WhatsApp, Signal, or similar platforms) and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, notes, voicemail messages, social media messages or

postings, and any other form of information exchange, and further includes any other documents memorializing, reflecting, summarizing, evidencing or constituting any transmission or information exchange, regardless of whether it was sent, received or recorded.

8. "Document(s)" means, without limitation, the original and all copies, prior drafts, and translations of information in any written, typed, printed, recorded or graphic form, however produced or reproduced, of any type or description, regardless of origin or location, including without limitation all Electronically Stored Information, correspondence, records, tables, charts, analyses, graphs, schedules, reports, memoranda, notes, lists, calendar and diary entries, letters (sent or received), telegrams, telexes, messages (including, but not limited to, reports of telephone conversations and conferences), studies, books, periodicals, magazines, booklets, circulars, bulletins, instructions, papers, files, minutes, other Communications (including, but not limited to, inter- and intra-office Communications), questionnaires, contracts, memoranda or agreements, assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks, vouchers, notebooks, receipts, acknowledgments, microfilm, photographs, motion pictures, video tapes, photographic negatives, phonograph records, tape recordings, wire recordings, voice mail recordings or messages, other mechanical records, transcripts or logs of any such recordings, and all other data compilations from which information can be obtained. The term "Document(s)" is intended to be at least as broad in meaning and scope as the usage of this term in or pursuant to the Federal Rules of Civil Procedure.

9. "All Documents" mean any and all Documents that might reasonably be located through a search of all locations likely to contain such Documents and includes electronically stored information.

10. "Electronically Stored Information" shall include, without limitation, the following: information that is generated, received, processed, recorded, or accessed by computers and other electronic devices, including but not limited to—

a. E-mail;

b. Internal or external web sites;

c. Output resulting from the use of any software program; and

d. All information stored on cache memories, magnetic disks (such as computer hard drives or floppy drives), optical disks (such as DVDs or CDs), magnetic tapes, microfiche, or on any other media for digital data storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such as an iPad®, or a personal digital assistant such as a Blackberry®).

11. The "CBRM Trustee" means the Creditor Recovery Trustee appointed in the CBRM Chapter 11 Proceeding.

12. The "CBRM Chapter 11 Proceeding" means the chapter 11 proceeding captioned *In re: CBRM Realty Inc*., Case No. 25-15343 (MBK) filed in the United States Bankruptcy Court for the District of New Jersey.

13. The "Debtor" means Moshe Silber, any other person acting or purporting to act on his behalf, including but not limited to, attorneys, investigators, agents or employees, any entity directly or indirectly owned, controlled, or beneficially held by him, and any accounts held in the name of any third party to the extent funded, controlled, or beneficially owned by him.

14. The "Chapter 7 Case" means the chapter 7 bankruptcy proceeding captioned *In re: Moshe Silber*, Case No. 25-21650 (MBK) filed in the United States Bankruptcy Court for the District of New Jersey.

15. The "Chapter 7 Estate" means the chapter 7 bankruptcy estate of the Debtor in the Chapter 7 Case.

16. "Third Party Recipient" means each and every third party to whom You issued a Third Party Subpoena.

17. "Third Party Subpoena" means each and every subpoena issued by or on Your behalf to a Third Party Recipient relating to the Debtor's Chapter 7 Case, the CBRM Chapter 11 Case or the CBRM Trustee.

18. "You" or "Your" means Genova Burns LLC, in its capacity as co-counsel to the CBRM Trustee and as special litigation counsel to Karen E. Bezner, the Chapter 7 Trustee, including all current and former officers, employees, agents and representatives acting or purporting to act on your behalf.

INSTRUCTIONS

1. In accordance with Rule 34 of the Federal Rules of Civil Procedure ("**FRCP**") and Rule 7034 of the Federal Rules of Bankruptcy Procedure ("**FRBP**"), as to any Request for Production (each, a "**Request**," and together, "**Requests**") to which You object, whether in full or part, You shall specify and quote verbatim such Request and, immediately following each specification, set forth, with specificity, the basis of such objection. Any ground not stated in such objection with the appropriate level of specificity shall be deemed waived.

2. If there is any confusion, disagreement and/or ambiguity as to whether a document, person, communication, or other information would fall within the scope of a request for production, the ambiguity is to be resolved in favor of including the document, person, communication, or other information within your discovery responses.

3. In keeping with Rule 26 of the FRCP and Rule 7026 of the FRBP, as to any Request for Production to which You object on claim of privilege and, on such basis, do not provide a response, whether in full or part, to such request, You shall, in writing and at the time of the response to the Request for Production:

(a) identify the nature of the privilege (including work product) that is being claimed and, if the privilege is governed by state law, indicate the state's privilege rule being invoked;

(b) provide the following information in such objection, unless divulgence of such information would cause disclosure of the allegedly privileged information (in which case, the response must state as such): for documents: (i) the type of document, e.g., letter or memorandum; (ii) the general subject matter of the document; (iii) the date of the document; and (iv) the author of the document, the addressees of the document, and any other recipients, and, where not apparent, the relationship of the author, addressees, and recipients to each other; and

(c) for oral Communications: (i) the name of the person making the Communication and the names of persons present while the Communication was made and, where not apparent, the relationship of the persons present to the person making the Communication; (ii) the date and place of Communication; and (iii) the general subject matter of the Communication.

4. With respect to those documents or portions of documents withheld by reason for a claim of privilege, work product immunity or other ground of non-production, a list is to be furnished at the time that documents are produced, which list shall identify each document withheld, state the privilege claimed, the nature (e.g., letter, memorandum, etc.) of the document,

date and author(s) of such document, the names of all persons to whom such document was directed or by whom it has been received, the sender(s) of such document, indicated or blind copy recipient(s), subject matter, number of pages, the paragraph(s) of these Requests to which such document relates, and the name and address of the present custodian. If a portion of an otherwise responsive document contains information subject to a claim of privilege, those portions of the document subject to the claim of privilege shall be deleted or redacted from the document (and such deletion or redaction noted on the document) and the rest of the document shall be produced.

5. The documents produced in response to these Requests shall be: (a) organized and designated to correspond to the categories in the Requests; or (b) produced in a form that accurately reflects how they are maintained in the ordinary course of business.

6. All documents are to be produced in their entirety, without abbreviation or expurgation, including both front and back thereof, and all attachments or other matters affixed thereto.

7. Pursuant to FRCP Rule 34(b)(2)(E)(1) and FRBP Rule 7034, when You produce any responsive document or Communication, including electronically stored information ("ESI"), You will produce such document or Communication as kept in the usual course of business or organized and labeled to correspond with the Request or Requests to which such document or Communication (including ESI) is/are responsive.

8. All ESI shall be produced in the following format: single page TIFF images and associated multi-page text files containing extracted text or OCR with Concordance and Opticon load files containing all requisite information including relevant metadata and, as applicable, any other embedded data; provided, however, that ESI that is not easily converted to image format (e.g., Excel and Access files), shall be provided in native format.

9. All produced ESI shall include at least the following metadata fields (or any equivalents thereof), to the extent the same exist: custodian, file path, e-mail subject, conversation index, from, to, cc, bcc, date sent, time sent, date received, time received, filename, author, date created, date modified, MD5 Hash, file size, file extension, control number begin, control number end, attachment range, attachment begin, and attachment end.

10. In complying with this request, You shall also identify a person or persons with knowledge about your information management systems, including computer-based and other digital systems, with the ability to facilitate, through counsel, reasonably anticipated discovery.

11. If any Document or Communication cannot be produced in full, produce such Document or Communication to the extent possible, specifying the reason for the inability to produce the remainder.

12. If any Document or Communication requested has been lost, discarded, or destroyed, identify such Document or Communication as completely as possible, including the: (a) type of Document or Communication; (b) Date of the Document or Communication; (c) Date or approximate Date such Document or Communication was lost, discarded or destroyed; (d) circumstances and manner in which such Document or Communication was lost, discarded or destroyed; (e) reason or reasons for disposing of the Document or Communication (if discarded or destroyed); (f) identity of all persons authorizing or having knowledge of the circumstances surrounding disposal of the Document or Communication; (g) identity of those persons who lost, discarded, or destroyed the Document or Communication; and (h) identity of all persons having knowledge of the contents thereof.

13. Where an objection is made to any Request, the objection shall state with specificity all grounds therefor. Any ground not stated in an objection shall be waived.

14. Each Request shall be deemed continued so as to require supplementation or additional production should You discover additional responsive information subsequent to its responses hereto.

15. Documents and other data produced in response to these requests shall either be transmitted with your responses or shall be made available for inspection and copying at a mutually agreed upon location. The requested Documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories requested.

16. Please take notice that this discovery request extends to materials either in your possession or constructive possession. Constructive possession exists as long as you have a superior right to compel the production from a third party (including attorneys, an agency authority or representative) who has possession, custody, or control, even though you do not have actual physical possession.

17. Unless otherwise specifically stated herein, these Requests for Production relate to the period of time from and after January 1, 2022 through the date of Your response to the Request, inclusive of both dates, and includes any Documents created on an earlier date, but in use, modified, accessed, opened, uploaded or downloaded during the relevant time period.

18. These Requests are continuing in nature. You are required to supplement your responses promptly to the extent that additional responsive documents become available.

DOCUMENTS TO BE PRODUCED

1. Every Third Party Subpoena issued by or on Your behalf to a Third Party Recipient.

2. All Communications between You and every Third Party Recipient or its counsel, agent, or representatives relating to any Third Party Subpoena.

3. All Documents produced by every Third Party Recipient in response to any Third Party Subpoena.

4. All responses, objections and agreements produced by any Third Party Recipient relating to a Third Party Subpoena.

5. All Documents that were provided to You by the CBRM Trustee or its counsel that refer, relate to or support any claims or causes of action that the CBRM Trustee has, may have or may intend to assert against the Debtor, the Chapter 7 Estate or any property and/or assets owned or claimed to be owned by the Chapter 7 Estate.

Exhibit B

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re: Moshe Silber,	Case No. 25-21650 (MBK)
Debtor	Chapter 7

SUBPOENA FOR RULE 2004 EXAMINATION

To: Stevens & Lee, by and through Daniel M. Stolz, Esq., or any other person authorized by Stevens & Lee to accept service of process on its behalf

110 Allen Road, Suite 304

Basking Ridge, NJ 07920 and

Stevens & Lee, by and through William P. Thornton, Jr., President and Chief Executive Officer or John Durofchalk, Chief Financial Officer, or any other person authorized by Stevens & Lee to accept service of process on its behalf

111 North 6th Street

Reading, PA 19601

(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure and D.N.J. Local Bankruptcy Rule 2004-1.

PLACE	DATE AND TIME
Okin Hollander LLC 500 Frank W. Burr Blvd., Suite 40, Teaneck, New Jersey 07666	August 4, 2026

The examination will be recorded by this method: At the option of the party serving this Subpoena, either a certified court reporter, a remote virtual/web-based/video linked deposition or a remote video recorded deposition.

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

See attached Schedule A and produce by August 4, 2026 at 5:00 p.m. (ET)

The following provisions of Fed. R. Civ. P. 45 made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: July 20, 2026

CLERK OF COURT

OR

_____	*/s/ Paul S. Hollander*
Signature of Clerk or Deputy Clerk	*Attorney's signature*

The name, address, email address, and telephone number of the attorney representing Miriam Mizrachi: Paul S. Hollander, Esq., Okin Hollander LLC, Glenpointe Centre West, 2nd Floor, 500 Frank W. Burr Boulevard, Suite 40, Teaneck, NJ 07666, Telephone: (201) 947-7500, Email: phollander@okinhollander.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)*_____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*)_____; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $_____.

My fees are $_____for travel and $_____for services, for a total of $_____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

SCHEDULE A

DEFINITIONS

The following definitions apply herein to these Requests:

1. "All" includes the word "any," and "any" includes the word "all."

2. "And" includes the word "or," and "or" includes the word "and."

3. "Each" shall mean each, every, any and all.

4. "Including" means including without limitation.

5. "Relate(d) to" or "Relating to" means constitutes, refers, reflects, concerns, pertains to, supports, refutes, consists of, summarizes, discusses, notes, mentions, corroborates, demonstrates, shows, embodies, identifies, analyzes, describes, evidences, or in any way logically or factually connects with the matter described or referenced in the request, directly or indirectly.

6. "Concerning" means consisting of, reflecting, referring to, relating to, regarding, involving, evidencing, constituting, or having any legal, logical, evidential, or factual connection with (whether to support or to rebut) the subject matter designated in any paragraph of these requests, directly or indirectly. A request for Documents "concerning" a specified subject matter always shall include Communications, notes, and memoranda (whenever prepared) relating to the subject matter of the request.

7. "Communication" means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails (including all attachments and embedded data) and other documents (as defined below), text messages, instant messages, chat communications (including Slack, Teams, WhatsApp, Signal, or similar platforms) and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, notes, voicemail messages, social media messages or

postings, and any other form of information exchange, and further includes any other documents memorializing, reflecting, summarizing, evidencing or constituting any transmission or information exchange, regardless of whether it was sent, received or recorded.

8. "Document(s)" means, without limitation, the original and all copies, prior drafts, and translations of information in any written, typed, printed, recorded or graphic form, however produced or reproduced, of any type or description, regardless of origin or location, including without limitation all Electronically Stored Information, correspondence, records, tables, charts, analyses, graphs, schedules, reports, memoranda, notes, lists, calendar and diary entries, letters (sent or received), telegrams, telexes, messages (including, but not limited to, reports of telephone conversations and conferences), studies, books, periodicals, magazines, booklets, circulars, bulletins, instructions, papers, files, minutes, other Communications (including, but not limited to, inter- and intra-office Communications), questionnaires, contracts, memoranda or agreements, assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks, vouchers, notebooks, receipts, acknowledgments, microfilm, photographs, motion pictures, video tapes, photographic negatives, phonograph records, tape recordings, wire recordings, voice mail recordings or messages, other mechanical records, transcripts or logs of any such recordings, and all other data compilations from which information can be obtained. The term "Document(s)" is intended to be at least as broad in meaning and scope as the usage of this term in or pursuant to the Federal Rules of Civil Procedure.

9. "All Documents" mean any and all Documents that might reasonably be located through a search of all locations likely to contain such Documents and includes electronically stored information.

10. "Electronically Stored Information" shall include, without limitation, the following: information that is generated, received, processed, recorded, or accessed by computers and other electronic devices, including but not limited to—

a. E-mail;

b. Internal or external web sites;

c. Output resulting from the use of any software program; and

d. All information stored on cache memories, magnetic disks (such as computer hard drives or floppy drives), optical disks (such as DVDs or CDs), magnetic tapes, microfiche, or on any other media for digital data storage or transmittal (e.g., a smartphone such as an iPhone®, a tablet such as an iPad®, or a personal digital assistant such as a Blackberry®).

11. The "CBRM Trustee" means the Creditor Recovery Trustee appointed in the CBRM Chapter 11 Proceeding.

12. The "CBRM Chapter 11 Proceeding" means the chapter 11 proceeding captioned *In re: CBRM Realty Inc*., Case No. 25-15343 (MBK) filed in the United States Bankruptcy Court for the District of New Jersey.

13. The "Debtor" means Moshe Silber, any other person acting or purporting to act on his behalf, including but not limited to, attorneys, investigators, agents or employees, any entity directly or indirectly owned, controlled, or beneficially held by him, and any accounts held in the name of any third party to the extent funded, controlled, or beneficially owned by him.

14. The "Chapter 7 Case" means the chapter 7 bankruptcy proceeding captioned *In re: Moshe Silber*, Case No. 25-21650 (MBK) filed in the United States Bankruptcy Court for the District of New Jersey.

15. The "Chapter 7 Estate" means the chapter 7 bankruptcy estate of the Debtor in the Chapter 7 Case.

16. "Third Party Recipient" means each and every third party to whom You issued a Third Party Subpoena.

17. "Third Party Subpoena" means each and every subpoena issued by or on Your behalf to a Third Party Recipient relating to the Debtor's Chapter 7 Case, the CBRM Chapter 11 Case or the CBRM Trustee.

18. "You" or "Your" means Stevens & Lee, in its capacity as proposed substitute special counsel to Karen E. Bezner, the Chapter 7 Trustee, including all current and former officers, employees, agents and representatives acting or purporting to act on your behalf.

INSTRUCTIONS

1. In accordance with Rule 34 of the Federal Rules of Civil Procedure ("**FRCP**") and Rule 7034 of the Federal Rules of Bankruptcy Procedure ("**FRBP**"), as to any Request for Production (each, a "**Request**," and together, "**Requests**") to which You object, whether in full or part, You shall specify and quote verbatim such Request and, immediately following each specification, set forth, with specificity, the basis of such objection. Any ground not stated in such objection with the appropriate level of specificity shall be deemed waived.

2. If there is any confusion, disagreement and/or ambiguity as to whether a document, person, communication, or other information would fall within the scope of a request for production, the ambiguity is to be resolved in favor of including the document, person, communication, or other information within your discovery responses.

3. In keeping with Rule 26 of the FRCP and Rule 7026 of the FRBP, as to any Request for Production to which You object on claim of privilege and, on such basis, do not provide a

response, whether in full or part, to such request, You shall, in writing and at the time of the response to the Request for Production:

(a) identify the nature of the privilege (including work product) that is being claimed and, if the privilege is governed by state law, indicate the state's privilege rule being invoked;

(b) provide the following information in such objection, unless divulgence of such information would cause disclosure of the allegedly privileged information (in which case, the response must state as such): for documents: (i) the type of document, e.g., letter or memorandum; (ii) the general subject matter of the document; (iii) the date of the document; and (iv) the author of the document, the addressees of the document, and any other recipients, and, where not apparent, the relationship of the author, addressees, and recipients to each other; and

(c) for oral Communications: (i) the name of the person making the Communication and the names of persons present while the Communication was made and, where not apparent, the relationship of the persons present to the person making the Communication; (ii) the date and place of Communication; and (iii) the general subject matter of the Communication.

4. With respect to those documents or portions of documents withheld by reason for a claim of privilege, work product immunity or other ground of non-production, a list is to be furnished at the time that documents are produced, which list shall identify each document withheld, state the privilege claimed, the nature (e.g., letter, memorandum, etc.) of the document, date and author(s) of such document, the names of all persons to whom such document was directed or by whom it has been received, the sender(s) of such document, indicated or blind copy

recipient(s), subject matter, number of pages, the paragraph(s) of these Requests to which such document relates, and the name and address of the present custodian. If a portion of an otherwise responsive document contains information subject to a claim of privilege, those portions of the document subject to the claim of privilege shall be deleted or redacted from the document (and such deletion or redaction noted on the document) and the rest of the document shall be produced.

5. The documents produced in response to these Requests shall be: (a) organized and designated to correspond to the categories in the Requests; or (b) produced in a form that accurately reflects how they are maintained in the ordinary course of business.

6. All documents are to be produced in their entirety, without abbreviation or expurgation, including both front and back thereof, and all attachments or other matters affixed thereto.

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9. All produced ESI shall include at least the following metadata fields (or any equivalents thereof), to the extent the same exist: custodian, file path, e-mail subject, conversation index, from, to, cc, bcc, date sent, time sent, date received, time received, filename, author, date created, date modified, MD5 Hash, file size, file extension, control number begin, control number end, attachment range, attachment begin, and attachment end.

10. In complying with this request, You shall also identify a person or persons with knowledge about your information management systems, including computer-based and other digital systems, with the ability to facilitate, through counsel, reasonably anticipated discovery.

11. If any Document or Communication cannot be produced in full, produce such Document or Communication to the extent possible, specifying the reason for the inability to produce the remainder.

12. If any Document or Communication requested has been lost, discarded, or destroyed, identify such Document or Communication as completely as possible, including the: (a) type of Document or Communication; (b) Date of the Document or Communication; (c) Date or approximate Date such Document or Communication was lost, discarded or destroyed; (d) circumstances and manner in which such Document or Communication was lost, discarded or destroyed; (e) reason or reasons for disposing of the Document or Communication (if discarded or destroyed); (f) identity of all persons authorizing or having knowledge of the circumstances surrounding disposal of the Document or Communication; (g) identity of those persons who lost, discarded, or destroyed the Document or Communication; and (h) identity of all persons having knowledge of the contents thereof.

13. Where an objection is made to any Request, the objection shall state with specificity all grounds therefor. Any ground not stated in an objection shall be waived.

14. Each Request shall be deemed continued so as to require supplementation or additional production should You discover additional responsive information subsequent to its responses hereto.

15. Documents and other data produced in response to these requests shall either be transmitted with your responses or shall be made available for inspection and copying at a mutually agreed upon location. The requested Documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories requested.

16. Please take notice that this discovery request extends to materials either in your possession or constructive possession. Constructive possession exists as long as you have a superior right to compel the production from a third party (including attorneys, an agency authority or representative) who has possession, custody, or control, even though you do not have actual physical possession.

17. Unless otherwise specifically stated herein, these Requests for Production relate to the period of time from and after January 1, 2022 through the date of Your response to the Request, inclusive of both dates, and includes any Documents created on an earlier date, but in use, modified, accessed, opened, uploaded or downloaded during the relevant time period.

18. These Requests are continuing in nature. You are required to supplement your responses promptly to the extent that additional responsive documents become available.

DOCUMENTS TO BE PRODUCED

1. Every Third Party Subpoena issued by or on Your behalf to a Third Party Recipient.

2. All Communications between You and every Third Party Recipient or its counsel, agent, or representatives relating to any Third Party Subpoena.

3. All Documents produced by every Third Party Recipient in response to any Third Party Subpoena.

4. All responses, objections and agreements produced by any Third Party Recipient relating to a Third Party Subpoena.

5. All Documents that were provided to You by the CBRM Trustee or its counsel that refer, relate to or support any claims or causes of action that the CBRM Trustee has, may have or may intend to assert against the Debtor, the Chapter 7 Estate or any property and/or assets owned or claimed to be owned by the Chapter 7 Estate.

Exhibit C

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

July 30, 2026

VIA E-MAIL

Rosanne A. Singer, Esq.
Paul Hollander, Esq
Okin Hollander LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: rsinger@okinhollander.com
phollander@okinhollander.com

Re: ***In re CBRM Realty Inc.*, *et. al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.);**
***In re Silber*, Case No. 25-21650 (MBK) (Bankr. D.N.J.) – Rule 2004 Objection**

Dear Rosanne and Paul:

My firm is counsel to Daniel Kamensky of RLA Consulting, LLC, in his capacity as Trustee of the CBRM Creditor Recovery Trust (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et. al.*, the chapter 11 debtors (collectively, the "**Debtors**") and I write in response to your July 28, 2026 letter to counsel for Ms. Karen E. Benzer, the Chapter 7 trustee (the "**Chapter 7 Trustee**") of the bankruptcy estate of Moshe Silber (the "**Chapter 7 Debtor**") demanding her compliance with the subpoena issued on July 20, 2026 by Ms. Miriam Silber ("**Ms. Silber**") pursuant to Federal Rule of Bankruptcy Procedure 2004 (the "**Rule 2004 Subpoena**").

The Trustee objects to the Chapter 7 Trustee complying with the Rule 2004 Subpoena and the Trustee himself will not provide information for any of the requests sought therein. Ms. Silber does not have standing to seek such extraordinary relief from the Chapter 11 Debtors' estates and the Trustee and is not entitled to any of the subpoenas issued in the CBRM Debtors' Chapter 11 cases. In addition, the information sought by Ms. Silber is protected by the attorney-client privilege, work product doctrine.

As you know, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and authorizing all relief

[1] ECF No. 1.

required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors.

Ms. Silber is not a creditor of the CBRM bankruptcy estates because she was neither listed as a creditor nor filed a proof of claim in the CBRM Chapter 11 cases. Therefore, she is not a "party in interest" under Rule 2004 and has no standing to seek Rule 2004 discovery from the Trustee. *In re Lifeco Inv. Grp.*,173 B.R. 478, 481 (Bankr. D. Del. 1994); *In re Martin Paint Stores*, 199 B.R. 258, 264 (Bankr. S.D.N.Y. 1996). Furthermore, Ms. Silber does not even have a potential interest in the CBRM case that would provide her "party in interest" standing to permit Rule 2004 discovery against the Trustee. The Trustee's subpoenas, documents and communications are privileged materials that Ms. Silber is not entitled to receive. *See, e.g., In re Subpoena Issued to Dennis Friedman*, 350 F.3d 65 (2d Cir. 2003) (J. Sotomayor). Finally, Ms. Silber issued the Rule 2004 Subpoena for the improper purpose of using CBRM materials as potential defenses in the Chapter 7 Debtor's proceeding. *In re Cambridge Analytica LLC*, 600 B.R. 750, 752-53 (Bankr. S.D.N.Y. 2019).

Nothing herein shall be deemed a waiver of any rights, remedies, claims, or causes of action of the Trustee. Please be guided accordingly.

Respectfully Submitted,

/s/ Richard J. Corbi

Richard J. Corbi

Cc: Dan Kamensky (dan@rla-pc.com)
Daniel Stolz (daniel.stolz@stevenslee.com)
Jaclynn N. McDonnell (Jaclynn.McDonnell@stevenslee.com)
R. Edward Stone (R.Edward.Stone@stevenslee.com)
Karen E. Bezner (kbez@bellatlantic.net)

[2] *Confirmation Order*, ECF No. 653.
[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.

Exhibit D

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

Paul Hollander, Esq.
Rosanne Singer, Esq.
Okin Hollander LLC
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: phollander@okinhollander.com

Counsel to Ms. Miriam Mizrachi

Re: ***In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena to Ms. Miriam Mizrachi**

Dear Paul:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena to your client, Ms. Miriam Mizrachi, issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure. It is served on you as her counsel of record.

This is the first subpoena the CBRM Creditor Recovery Trustee has issued to Ms. Mizrachi or concerning her records. I am aware of the objection you made at Mr. Silber's examination that earlier third-party subpoenas touching her records — issued in the chapter 7 case, not by this Trustee — were not served on her or on you. Whatever the merits of that objection, this Trustee has no interest in giving you the same complaint. The subpoena is served on you directly; a copy is being served contemporaneously on the chapter 7 trustee of Mr. Silber's estate; and the subpoena issued the same day to JPMorgan Chase Bank, N.A. recites at Instruction 14 that a copy has been served on you, and encloses one.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and

[1] ECF No. 1.

authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

B. The Trustee's Investigation

As the Trustee stated to the Court in his reply to the Order to Show Cause in the adversary proceeding, filed May 12, 2026 [Adv. Pro. No. 26-01178, Doc. No. 28], since his appointment on November 12, 2025 the Trustee has undertaken a substantial investigation into potential claims and causes of action belonging to the CBRM estates. Given Mr. Silber's lack of cooperation with the CBRM Debtors, the Trustee has issued demand letters to former professionals and employees of the CBRM Debtors and has served Rule 2004 subpoenas upon multiple financial institutions and the CBRM Debtors' accounting firms to reconstruct CBRM's books and records. To date, the Trustee has received and continues to analyze thousands of pages of documents produced on a rolling basis. That investigation has focused, among other things, on analyzing transfers involving the CBRM Debtors and third parties.

C. The Vecta Interests

As set out in the Trustee's reply to the Order to Show Cause, on or about May 27, 2022, the Debtor caused at least $14.1 million to be distributed directly by CBRM to Computershare to purchase shares of Sunnyside Bancorp. On or about June 29, 2022, the Debtor caused at least $4.5 million to be distributed by CBRM directly to Vecta Bank as a capital contribution on behalf of CBRM. Together with related payments, at least $18,601,044.50 of CBRM Realty, Inc. funds was applied to the acquisition and capitalization of the bank.

No consideration moving from Vecta Partners, LLC, from Mr. Silber, or from Ms. Mizrachi to CBRM Realty, Inc. for those funds has been identified.

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[2] *Confirmation Order*, ECF No. 653.
[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.
[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that §541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

In his bankruptcy schedules the Debtor disclosed only a purported 5% indirect ownership interest in Vecta Bank, which he valued at approximately $500,000. At his section 341 meeting held on March 30, 2026, however, the Debtor testified that he had transferred 95% of his indirect ownership interest in Vecta Bank to his spouse, Ms. Mizrachi.

That testimony is consistent with the purported documentary record already before the Court in the chapter 7 case. By an agreement effective as of February 2, 2023, Mr. Silber purported to transfer a portion of that ownership to Ms. Mizrachi, in an agreement in which he is recorded as representing that he was in dire financial difficulties and which refers to the Department of Justice action.

The Trustee understands that Ms. Mizrachi claims ownership of the transferred interests by reason of that agreement, of the Voting Trust of which Nicholas Frungillo, Jr. is trustee, or of some other instrument. The Trustee does not know the terms on which that claim rests, what consideration she is said to have given, or what has since become of the interests. Those are among the principal subjects of the enclosed subpoena.

On these facts, CBRM Realty paid at least $18,601,044.50 and no consideration flowing back to it has been identified. Based upon the investigation conducted to date, the Trustee believes there are substantial grounds to contend that those transfers are avoidable under 11 U.S.C. § 544(b) and applicable New Jersey law, and that the interests acquired with them, or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2). In the alternative, the Trustee believes there are substantial grounds to contend that the interests in Vecta, Inc. are property of the CBRM estates rather than property of the Debtor's chapter 7 estate, and are subject to turnover under 11 U.S.C. § 542. The Trustee pleads these theories in the alternative and reserves all rights, claims and remedies.

D. <u>Other Matters Within the Subpoena</u>

Three further matters of record bring Ms. Mizrachi's documents within Rule 2004, which permits examination into any matter that may affect the administration of the estates:

- Tax returns report distributions to Mr. Silber of $30,207,653 for 2021 and $64,365,005 for 2022, together with an increase in loans to shareholder of approximately $91.96 million across the same two years.
- A Schedule K-1 issued by Rapid Services LLC to Ms. Mizrachi has been produced to the Trustee by CBRM's accountants. Rapid Services is one of a group of contractor entities that billed the Debtors' properties, and the Trustee is examining those billings.
- Records already of record show a deposit of approximately $1,000,000 into Ms. Mizrachi's checking account in August 2022, and an interest held by her in real property at 14 Enclave Boulevard, Lakewood, New Jersey.

The subpoena commands the production of documents only. No deposition is noticed by it, and Instruction 13 says so on its face. If your client wishes to resolve any category by a signed written statement rather than a production, the Trustee will consider it.

E. Timing

The subpoena is returnable September 4, 2026. A rolling production is acceptable, and the Trustee is willing to discuss scope, sequencing and format before your client begins. If there are categories your client does not hold, saying so in writing with a description of the search performed is a complete answer as to those categories. I would rather agree a workable schedule with you now than litigate one later.

F. Coordination and Confidentiality

A copy of this letter and the subpoena is being served on Karen Bezner, the chapter 7 trustee of Mr. Silber's estate, and on Arthur Abramowitz, as conflicts counsel. As set out above, the Trustee's position is that the Vecta and Sunnyside interests were acquired with CBRM Realty, Inc. funds and may be property of the CBRM estates rather than of the chapter 7 estate. That is a question between the fiduciaries, and the Trustee would rather resolve it with them than have your client caught between two estates. Nothing in this subpoena asks Ms. Mizrachi to take a position on it.

The Trustee will treat what is produced as confidential and will use it solely for the administration of these estates. If you would like a confidentiality stipulation or protective order in place first, send me your preferred form and I will execute it.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

G. Litigation Hold Notice

The Trustee also demands that Ms. Mizrachi and her agents, accountants, advisors and representatives preserve any and all documents, data, property, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received by Ms. Mizrachi and her agents, accountants, advisors and representatives.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, PDAs, Blackberry devices, smartphones, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, Ms. Mizrachi and her agents, accountants, advisors and representatives must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and Ms. Mizrachi and her agents, accountants, advisors and representatives are to take the necessary steps required to avoid destruction of such evidence.

H. Conclusion

Enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"), which requires the production of certain documents and information relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 2026**, at **11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re CBRM Realty Inc., et al.
Debtor

Case No. 25-15343 (MBK)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791 or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 4, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached EXHIBIT A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: August 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. As used herein, the term "**YOU**" means MS. MIRIAM MIZRACHI, also appearing of record as Miriam Silber and as Miriam Mizrahi, including any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for her.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

3. As used herein, the term "**ANY" and "ALL**" are used interchangeably and each means "any and all."

4. As used herein, the term "**AND" and "OR**" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term "**CONCERNING**" means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

7. As used herein, the term "**DEBTOR" or "DEBTORS**" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

8. As used herein, the term "**AFFILIATES**" means any individual or entity directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such person or entity is identified as an account holder.

9. As used herein, the term "**DOCUMENT**" has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term "**ELECTRONICALLY STORED INFORMATION" or "ESI**" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, databases, accounting and tax software files, cloud-stored documents, backups and associated metadata.

11. As used herein, the term "**INCLUDING**" means "including without limitation."

12. As used herein, the term "**PERSON**" means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**VECTA TRANSFER**" means the transfer to YOU of any portion of Moshe Silber's interest in Vecta Partners, LLC, Sunnyside Bancorp, Inc. or Sunnyside Federal Savings and Loan Association, including the agreement effective February 2, 2023 by which a portion of that interest was transferred, together with every draft, amendment and related instrument.

16. As used herein, the term "**SUBJECT ENTITIES**" means each of the following: Vecta Partners, LLC; Sunnyside Bancorp, Inc.; Sunnyside Federal Savings and Loan Association; Vecta, Inc.; Vecta Bank; the Voting Trust of which Nicholas Frungillo, Jr. is trustee; 14 Enclave Owner, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; Syms Construction LLC; M&M Construction LLC; Stallion Aviation LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE

5399 LLC; KR3 Holdings LLC; Crown Capital Holdings LLC; CBRM Realty, Inc.; and any other entity in which YOU hold or held, directly or indirectly, any legal, equitable or beneficial interest.

17. As used herein, the term "**PETITION DATE**" means May 19, 2025.

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

4. If any Request is objected to in part, produce all documents responsive to the balance of it.

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

7. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

10. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena commands the production of documents only. It does not command testimony, and no examination is noticed by it. It is served upon YOUR counsel of record, Okin Hollander LLC, and a copy is being served contemporaneously upon the chapter 7 trustee of the estate of Moshe Silber, Case No. 25-21650 (MBK).

14. This subpoena reaches documents within YOUR possession, custody or control, which includes documents held on YOUR behalf by any accountant, bookkeeper, financial advisor, trustee, family member or agent, and documents residing in any personal e-mail account, mobile device, computer or cloud storage service available to YOU.

15. Nothing in this subpoena seeks the substance of legal advice given to YOU by YOUR counsel. Documents withheld on a

claim of privilege must be logged in accordance with Instruction 8, and any claim of privilege must be asserted document by document rather than categorically.

16. Negative responses. If YOU have no documents responsive to a particular Request, state that expressly and describe the search performed, identifying the accounts, devices and locations searched and the person who conducted the search.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Interests in Entities: All documents CONCERNING any legal, equitable or beneficial interest YOU hold or have held in any entity, including each of the SUBJECT ENTITIES: the instrument by which YOU acquired it, the consideration YOU paid, the operating agreement or other governing document, all amendments, all capital account records, and all documents CONCERNING any subsequent transfer or encumbrance.

2. The Voting Trust: All documents CONCERNING the Voting Trust of which Nicholas Frungillo, Jr. is trustee, including the trust instrument and all amendments, all documents CONCERNING the deposit of any Vecta or Sunnyside interest into it, all voting instructions given or received, all communications with Mr. Frungillo, and all documents CONCERNING any proposed sale or disposition of Vecta Bank.

3. The 95% Interest: All documents CONCERNING the indirect ownership interest in Vecta Bank that the Debtor testified at his section 341 meeting on March 30, 2026 he had transferred to YOU, including the instrument effecting the transfer, the consideration YOU gave, any valuation obtained, all tax reporting of the transfer including any gift tax return, and all documents CONCERNING YOUR present ownership of that interest.

4. The Vecta Transfer: All documents and communications CONCERNING the VECTA TRANSFER, including every version of the agreement effective February 2, 2023; all documents CONCERNING its negotiation, drafting and execution; all documents CONCERNING the consideration YOU gave for it; all valuations or appraisals of the interest transferred; all documents CONCERNING the estate planning purpose asserted for it; and all communications with any attorney, accountant or advisor CONCERNING it, other than communications subject to a valid claim of privilege.

5. Rapid Services LLC: All documents CONCERNING YOUR interest in Rapid Services LLC, including the Schedule K-1 issued to YOU by that entity, all other Schedules K-1 and Forms 1099 YOU received from it, the instrument by which YOU acquired the interest and the consideration YOU paid, all distributions or payments YOU received from it, and all documents CONCERNING its dealings with any DEBTOR or AFFILIATE.

6. American Express and Other Credit Cards: All statements and records for the American Express accounts recorded on the books of Rapid Improvements LLC in YOUR name as accounts 97008 and 92025, and for every other credit card, charge card or line of credit issued in YOUR name or used by YOU at any time during the RELEVANT TIME PERIOD, together with all documents identifying who paid each account.

7. Bank, Brokerage and Investment Accounts: Documents sufficient to identify every bank, brokerage, investment, custodial, retirement or other financial account held by YOU or for YOUR benefit, individually or jointly, at any institution, at any time during the RELEVANT TIME PERIOD, together with complete statements for each.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into YOUR checking account in or about August 2022, including the source of the funds, the reason for the payment, and the subsequent use or disposition of those funds.

9. Real Property: All documents CONCERNING any real property in which YOU hold or have held any interest, including 14 Enclave Boulevard, Lakewood, New Jersey, and including deeds, mortgages, closing statements, appraisals, insurance policies, and all documents CONCERNING the source of the funds used to acquire, improve or carry each property.

10. The Silber Family Trust: All documents CONCERNING the Silber Family Trust, including the trust instrument and all amendments, all documents identifying its trustees and beneficiaries, all assets held by it, all distributions from it, and all documents CONCERNING the mortgage with Stifel Bank & Trust on the property at 12 Rustic Road, Lakewood, New Jersey.

11. Transfers Received From Moshe Silber: All documents CONCERNING any transfer of money, property or other value received by YOU, directly or indirectly, from Moshe Silber (a/k/a Mark Silber), from any DEBTOR, from any AFFILIATE, or from any PERSON acting for any of them, at any time during the RELEVANT TIME PERIOD, including the date,

amount, form and stated purpose of each.

12. Transfers Made By You: All documents CONCERNING any transfer of money, property or other value made by YOU to any PERSON in an amount exceeding $10,000, at any time during the RELEVANT TIME PERIOD, including any transfer to a family member, trust, foundation, charity or entity.

13. Sources of Support: All documents CONCERNING the sources of funds used to pay YOUR household and living expenses during the RELEVANT TIME PERIOD, including any payment made on YOUR behalf by any PERSON and any charitable support received.

14. Tax Returns: All federal, state and local income tax returns, extensions and amendments filed by YOU or on YOUR behalf, jointly or individually, for each year within the RELEVANT TIME PERIOD, together with all Schedules K-1 and Forms 1099 received, all supporting schedules and workpapers, and all gift tax returns.

15. The Documents Produced at the May 2025 Deposition: All documents YOU produced, brought or referred to at YOUR deposition taken on or about May 8, 2025, including the organizational chart and the financial records produced there, together with all documents CONCERNING how YOU obtained each of them and from whom.

16. Organizational Charts and Ownership Records: Every organizational chart, ownership schedule, entity list, capitalization table or funds-flow diagram CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY in YOUR possession, custody or control, in native format where available.

17. Communications with Moshe Silber: All communications between YOU and Moshe Silber (a/k/a Mark Silber) CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY, any transfer of any interest or asset, any bank account, or any tax return, by any medium including e-mail, text message, WhatsApp, Signal or any similar platform.

18. Communications with Others: All communications between YOU and Fredrick (Frederick) Schulman, Laura Rosenberg, Avi Orlansky, Ms. Shulamis Allon, Phillip M. Stern & Company, Bernstein & Pinchuk LLP or MBP Global LLP, Y H Roth CPA PC, Schneider, Schecter & Yoss, LLP, or any accountant, bookkeeper or financial advisor, CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY.

19. Role and Services: All documents CONCERNING any role YOU held or services YOU performed for any DEBTOR, AFFILIATE or SUBJECT ENTITY, including any officer, director, member, manager or employee position, any compensation received, and any document YOU signed on behalf of any of them.

20. Safe Deposit Boxes and Stored Property: All documents CONCERNING any safe deposit box, storage unit or similar facility rented by or accessible to YOU, and all documents CONCERNING any cash, precious metals, jewelry, artwork or other valuables held by YOU outside a financial institution.

21. Aircraft, Vessels and Vehicles: All documents CONCERNING any aircraft, vessel or motor vehicle owned, leased, chartered or used by YOU or made available for YOUR use, including any aircraft of Stallion Aviation LLC and any vessel recorded on the books of any SUBJECT ENTITY.

22. Devices, Accounts and Retention: Documents sufficient to identify every e-mail account, mobile device, computer, tablet and cloud storage service used by YOU during the RELEVANT TIME PERIOD; and all documents CONCERNING any deletion, loss or destruction of documents responsive to this subpoena.

23. Persons Holding Your Records: Documents sufficient to identify every accountant, bookkeeper, attorney, financial advisor, trustee or other PERSON who holds or has held documents CONCERNING YOUR financial affairs, and the categories of documents each holds.

Exhibit E

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

JPMorgan Chase Bank, N.A.
Attn: National Subpoena Processing
Mail Code LA4-6455, 700 Kansas Lane
Monroe, LA 71203

Re: ***In re CBRM Realty Inc.*, *et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena — Deposit and Related Accounts**

Dear Sir/Madam:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in his capacity as Trustee of the CBRM Creditor Recovery Trust (the "**Trustee**"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, seeking records of accounts maintained at your institution by or for Ms. Miriam Mizrachi and the related persons and entities identified in it.

This is the first subpoena the Trustee has issued to your institution in these cases. The Trustee understands that your institution produced records concerning certain of these accounts in a separate proceeding, In re Moshe Silber, Case No. 25-21650 (MBK), in response to a subpoena issued by the chapter 7 trustee of that estate. This Trustee was not the issuing party there and holds no production from your institution. This subpoena is a narrow request: identify the accounts described in it and produce the ordinary account records for them. The Trustee makes no allegation of any kind against your institution and does not contend that it had any role in or knowledge of the matters under investigation; Instruction 13 says so on the face of the subpoena.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is

[1] ECF No. 1.
[2] *Confirmation Order*, ECF No. 653.

effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

The balance of this letter sets out what the Trustee is asking you to agree to and what the enclosed subpoena covers.

Accordingly, enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"), which requires the production of certain documents and information relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 2026**, at **11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

B. Notice to the Account Holder

So that the position is clear to your institution: Ms. Mizrachi is represented by Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC. A copy of this letter and of the enclosed subpoena has been served on her counsel contemporaneously with its issuance, and counsel is copied below. Nothing in the subpoena prevents your institution from giving any notice it would ordinarily give a customer.

[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.
[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that §541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

Two instructions warrant particular attention. Instruction 14 asks that the search be run by taxpayer identification number and on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — rather than on a single exact-name match, because exact-name searching has produced incomplete results elsewhere in this investigation. Instruction 15 asks for internal book transfer records, which generate no Fedwire or ACH message and are therefore invisible to a wire-only search.

C. Timing

The subpoena is returnable September 18, 2026. A rolling production is acceptable. If your institution maintains no account for a particular person or entity named in the subpoena, saying so in writing, with a description of the search performed, is a complete answer as to that name. Counsel is available to meet and confer on scope, format or timing, and the Trustee will consider reasonable, documented out-of-pocket costs of compliance.

D. Confidentiality

The Trustee will treat the materials produced as confidential and will use them solely for the administration of these estates. If your institution requires a confidentiality stipulation or protective order before producing, please send your preferred form and the Trustee will execute it.

Please direct any questions to me at the number below.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

E. Litigation Hold Notice

The Trustee also demands that your institution and its officers, employees, representatives and agents preserve any and all documents, data, property, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received by your institution and its officers, employees, representatives and agents.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, PDAs, Blackberry devices, smartphones, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, your institution and its officers, employees, representatives and agents must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and your institution and its officers, employees, representatives and agents are to take the necessary steps required to avoid destruction of such evidence.

F. Conclusion

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,
THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee
/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re CBRM Realty Inc., et al.
Debtor

Case No. 25-15343 (MBK)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: JPMorgan Chase Bank, N.A., Attn: National Subpoena Processing, Mail Code LA4-6455, 700 Kansas Lane, Monroe, LA 71203
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791 or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 4, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached EXHIBIT A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: August 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In re CBRM Realty Inc. and In re Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(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 court for the district where compliance is required 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 court for the district where compliance is required 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 court for the district where compliance is required must quash or modify a subpoena that:

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

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(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 court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

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

(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.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(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.

(e) 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 under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. As used herein, the term "**YOU**" means JPMORGAN CHASE BANK, N.A., including without limitation JPMorgan Chase & Co. and all predecessors, successors, parents, subsidiaries, affiliates, divisions, branches, departments, officers, employees, agents, third party servicers, data processors and custodians of records.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

3. As used herein, the term "**ANY" and "ALL**" are used interchangeably and each means "any and all."

4. As used herein, the term "**AND" and "OR**" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term "**CONCERNING**" means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

7. As used herein, the term "**DEBTOR" or "DEBTORS**" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

8. As used herein, the term "**AFFILIATES**" means any individual or entity directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such person or entity is identified as an account holder.

9. As used herein, the term "**DOCUMENT**" has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term "**ELECTRONICALLY STORED INFORMATION" or "ESI**" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, databases, accounting and tax software files, cloud-stored documents, backups and associated metadata.

11. As used herein, the term "**INCLUDING**" means "including without limitation."

12. As used herein, the term "**PERSON**" means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**SUBJECT PERSONS**" means Miriam Mizrachi, also appearing of record as Miriam Silber and as Miriam Mizrahi, and each of the following to the extent she holds or held any interest in, or signature, transaction or online authority over, an account of it: 14 Enclave Owner, LLC; Vecta Partners, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE 5399 LLC; and KR3 Holdings LLC. This term also includes any account held jointly by Miriam Mizrachi with Moshe Silber (a/k/a Mark Silber) or with any other PERSON.

16. As used herein, the term "**SUBJECT ACCOUNTS**" means any and all deposit, checking, savings, money market, escrow, custodial, sweep, trust, brokerage, investment, certificate of deposit, loan, line of credit, credit card, mortgage and safe

deposit accounts maintained at YOUR institution at any time during the RELEVANT TIME PERIOD by, in the name of, for the benefit of, or over which signature, transaction or online authority was exercised by, any SUBJECT PERSON, whether held individually or jointly, directly or indirectly, or through any intermediary, nominee, trustee or agent.

17. As used herein, the term "**PETITION DATE**" means May 19, 2025.

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

4. If any Request is objected to in part, produce all documents responsive to the balance of it.

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

7. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

10. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena is directed to YOU solely in YOUR capacity as a depository and financial institution. The Trustee does not contend that YOU had any role in or knowledge of the matters under investigation, and no Request should be read to suggest otherwise.

14. Notice to the account holder. Contemporaneously with the issuance of this subpoena, the Trustee has served a copy of it, together with the accompanying letter, on Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC, counsel to Ms. Mizrachi. Nothing in this subpoena prevents YOU from giving any notice YOU would ordinarily give a customer.

15. Search methodology. Search by name, by taxpayer identification number and by address, and search on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — across all deposit, loan, treasury, trust, brokerage, credit card, mortgage and safe deposit systems of YOURS and of every predecessor and affiliate institution. A search limited to exact matches on a single spelling against current deposit systems is not responsive.

16. Internal transfers. For each transfer of funds between a SUBJECT ACCOUNT and any other account maintained at YOUR institution, produce the internal transfer record identifying the counterparty account number, the account title and holder, the date, the amount and any reference or memo field. A search limited to Fedwire, CHIPS, SWIFT or ACH records is not responsive, because an internal book transfer between two accounts at the same institution generates no wire message.

17. Negative responses and certification. If YOU maintain or maintained no account for a particular SUBJECT PERSON, state that expressly and describe the search performed. Produce with YOUR production a certification of custodian of records, signed under penalty of perjury by a person with knowledge, identifying the systems searched, the search terms and date ranges applied, and attesting that the documents produced are true and complete copies of records made and kept in the regular course of YOUR business.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Identification of Accounts: Documents sufficient to identify every SUBJECT ACCOUNT, stating for each the complete account number, the account title as carried on YOUR records, the taxpayer identification number associated with it, the account type, the branch or business unit, the date opened, the date closed if applicable, the current status, and the current or final balance.

2. Account Opening and Customer Diligence: For each SUBJECT ACCOUNT, all account opening documents, applications, signature cards, resolutions and certificates of authority, customer identification program records, beneficial ownership certifications obtained under 31 C.F.R. § 1010.230, source-of-funds and anti-money-laundering diligence, enhanced due diligence files, and copies of every identification document furnished by any signatory or beneficial owner.

3. Signature and Transaction Authority: Documents sufficient to identify every PERSON holding signature, transaction, wire origination, debit card or online banking authority over any SUBJECT ACCOUNT at any time during the RELEVANT TIME PERIOD, together with every addition, removal or change in such authority and the date of and instruction authorizing each.

4. Statements and Transaction Histories: Complete periodic statements and complete transaction histories for every SUBJECT ACCOUNT for the RELEVANT TIME PERIOD, produced in native or electronic form, without redaction and without omission of any period.

5. Items: For every SUBJECT ACCOUNT, all cancelled checks (front and back), deposit slips and all deposited items (front and back), withdrawal tickets, cashier's and official checks, debit and credit memoranda, returned item notices and overdraft records.

6. Wire and Electronic Funds Transfers: For every incoming and outgoing wire transfer and electronic funds transfer to or from any SUBJECT ACCOUNT, the complete record specified in Instruction 12, together with all wire instructions, payment orders, callback and verification records, and all supporting documentation furnished to YOU in connection with each.

7. Internal Transfers: All records of internal book transfers between any SUBJECT ACCOUNT and any other account maintained at YOUR institution, produced in accordance with Instruction 15, identifying for each the counterparty account number, the account title and holder, the date, the amount and any reference or memo field.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into a checking account of Miriam Mizrachi in or about August 2022, including the deposited item front and back, the source of the funds, the originating institution and account, any wire or transfer advice, any currency transaction report or suspicious activity documentation created in connection with it, and all records of the subsequent disposition of those funds.

9. The 14 Enclave Owner, LLC Account: The complete account file for every account of 14 Enclave Owner, LLC, including the account opening documents, the signature card, all periodic statements, all deposited items and cancelled checks front and back, and all documents CONCERNING the source of funds used to acquire or carry the real property at 14 Enclave Boulevard, Lakewood, New Jersey.

10. Loans, Mortgages and Credit: All documents CONCERNING any loan, mortgage, home equity line, line of credit or credit card extended by YOU to or for the benefit of any SUBJECT PERSON, including the complete credit file, the application and all financial statements submitted in support of it, all appraisals, all collateral documents, and the payment and payoff history.

11. Investment and Brokerage Accounts: For every investment, brokerage, custody or advisory account of any SUBJECT PERSON, all account statements, confirmations, holdings reports and transfer records, including all documents CONCERNING any security, membership interest or other asset held in or transferred into or out of any such account.

12. Safe Deposit: All records CONCERNING any safe deposit box rented by or accessible to any SUBJECT PERSON, including the rental agreement, the identity of each authorized user, and the complete access log.

13. Transfers Between the Subject Persons and Moshe Silber: All documents CONCERNING any transfer of funds, in either direction, between any SUBJECT ACCOUNT and any account of Moshe Silber (a/k/a Mark Silber), Fredrick (Frederick) Schulman, any DEBTOR or any AFFILIATE, whether by wire, check, internal transfer or otherwise.

14. Closure and Disposition of Balances: All documents CONCERNING the closure of any SUBJECT ACCOUNT, including the instruction to close, the identity of the PERSON giving it, the disposition of the closing balance, and the receiving account and institution.

15. Other Legal Process: All other subpoenas, garnishments, levies, restraining notices, tax levies or liens, and law enforcement or regulatory process served upon YOU during the RELEVANT TIME PERIOD CONCERNING any SUBJECT PERSON or SUBJECT ACCOUNT, together with YOUR response to each.

16. Related Accounts: Documents sufficient to identify any other account at YOUR institution as to which any SUBJECT PERSON is or was named as an owner, signatory, beneficial owner, beneficiary, trustee or authorized user, and any account sharing a taxpayer identification number, address or telephone number with any SUBJECT ACCOUNT.

Exhibit F

OKIN HOLLANDER

Okin Hollander LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Boulevard, Suite 40
Teaneck, NJ 07666
T 201 947 7500
F 201 947 2663

Paul S. Hollander, Esq.
phollander@okinhollander.com

August 24, 2026

VIA ELECTRONIC MAIL

Richard Corbi, Esq.
The Law Offices of Richard J. Corbi PLLC
104 West 40th Street, 4th Floor
New York, NY 10018
rcorbi@corbilaw.com

Re: ***In re CBRM Realty Inc., et al.*, Case No 25-15343 (MBK) (Bankr. D.N.J.)**
Fed. R. Bankr. P. Rule 2004 Subpoena to Miriam Mizrachi

okinhollander.com

Dear Mr. Corbi:

We do not accept the attempt, in your letter of August 21, 2026, to fabricate an inaccurate, self-serving and misleading version of the call we initiated earlier that day to request a two-week adjournment of the return date of the subpoenas that you emailed to us on the evening of August 20.

As we explained at the outset of the call, we were seeking a brief extension to allow us to continue to confer with other parties whose legal rights and interests are materially implicated by your subpoenas, and who have independent rights under Federal Rule of Civil Procedure 45 (made applicable to this matter by Federal Rule of Bankruptcy Procedure 9016) with respect thereto.

Your client's initial response as to why he was seeking records from Ms. Mizrachi, was patently incorrect and based on what can only be explained as imagined discussions between us and his former counsel, Mr. Stolz, that never occurred. Mr. Kamensky's statements, of which he had no personal knowledge, bore no resemblance to any actual discussions that took place with Mr. Stolz and this Firm regarding the matters that he purported to describe. Once can only surmise Mr. Kamensky was attempting to create a false narrative.

Mr. Kamensky's response to our request for an adjournment was, in our opinion, irrational and incomprehensible given the length of time -- at least a year and a half --that the matters giving rise to your subpoenas have been known to him. In addition, to our knowledge, none of the matters that Mr. Kamensky raised on the call had previously been the subject of the improper and illegal secret subpoenas served by his former counsel, Mr. Stolz, the full extent and nature of which still have not been disclosed by either Mr. Stolz or you, despite our repeated requests therefor and the service of a proper subpoena therefor.

OKIN HOLLANDER

When it became clear to us that your client was not capable of engaging in a civil, respectful and productive conversation, we indicated that there was no purpose in continuing with the call.

Your attempted rendition of the call as set forth in your letter is a poor attempt at revisionist history and an attempt to divert attention from your client's exceedingly poor, disrespectful, and erratic behavior. Based on the foregoing we reject your letter in its entirety and reserve all of our client's rights under Rule 45 and other applicable provisions of the Bankruptcy Code.

Please be guided accordingly.

Very truly yours,

OKIN HOLLANDER LLC

By: */s/ Paul S. Hollander*
Paul S. Hollander

cc: Warren J. Martin, Jr., Esq. (via e-mail)
Rachel A. Parisi, Esq. (via e-mail)

EXHIBIT H

Transcript of the Rule 2004 Examination of Moshe Silber,
September 2, 2025

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
----------X
Case No. 25-15343 (MBK)
In re:
CBRM REALTY INC., et al.,
Debtors,
----------X
FCI Otisville
Two Mile Drive
Otisville, New York 10963
September 2, 2025
9:30 a.m.

RULE 2004 EXAMINATION UNDER OATH of MOSHE SILBER, taken pursuant to Subpoena, before Kari L. Reed, a Stenotype Reporter and Notary Public within and for the State of New York.

APPEARANCES:

WHITE & CASE LLP
Attorneys for
1221 Avenue of the Americas
New York, New York 10020
(212) 819-8200
BY: SAMUEL P. HERSHEY, ESQ.
-and-
LUCAS CURTIS, ESQ.
-and-
PETER GIOVINE, ESQ.
sam.hershey@whitecase.com
lucas.curtis@whitecase.com
peter.giovine@whitecase.com

ALSO PRESENT:
DANIEL KAMENSKY, ESQ., Designated Trustee

* * *

M. SILBER

MOSHE SILBER, having been first duly affirmed by the notary public, was examined and testified as follows:

EXAMINATION BY
MR. HERSHEY:

Q Good morning, Mr. Silber. My name is Sam Hershey. I'm an attorney at White & Case. I'm here to ask you some questions. With me today are Lucas Curtis and Peter Giovine from my law firm, and Dan Kamensky, who is the designated trustee for the CBRM entities in bankruptcy.

Could you state your name for the record.

A Moshe Silber.

Q Okay. Now, before we started, you asked if you were represented by an attorney.

You've filed various pleadings in the bankruptcy pro se; correct?

A Correct.

Q And you filed those without the benefit of an attorney's assistance, right?

A Correct.

Q Okay. So did you receive notice of this deposition before today?

A Yes.

M. SILBER

Q Did you take any steps to retain an attorney to assist you with this deposition?

A I would like to take the Fifth on that.

Q Okay. I'll state for the record I don't see how telling me whether you've taken steps to retain an attorney for today's deposition could implicate criminal concerns.

In any event, you have retained an attorney to represent you in other actions; correct?

A I'll take the Fifth on that.

Q Do you understand that we received, we being White & Case, counsel to the debtors, received an order from the Bankruptcy Court permitting us to take this deposition?

A Yes. And I stated in the beginning of the deposition that it's going to be very difficult to take my deposition without me having an attorney present.

Q And why will it be difficult?

A I would like to take the Fifth on that.

Q Okay. Well, look, I'm going to ask you questions. You are free to take the Fifth if you choose to or not to answer if you choose to. I will tell you that there may be repercussions to that.

M. SILBER

We may have to go back to court to try to compel testimony. But in any event, you can answer how you choose.

Let me go --

A Just --

Q Yeah, go ahead.

A Just to be clear, I stated in the beginning of the deposition I am happy to give testimony with a lawyer present.

Q Okay. Well, we're here today. And we have a court order permitting this deposition.

A Again, without a lawyer present.

Q And we gave notice to the deposition. We also, by the way --

A And not only, not only without a lawyer present, so the record reflects, with four lawyers on the other side and without a lawyer present.

Q Okay. So look, I'm going to ask you some questions. I did want to acknowledge for the record I do recognize you're pro se. I'm going to try to be mindful of that through the deposition. So if you don't understand a question I ask, please ask me to clarify it. If you find any questions objectionable, you can say so. But you are required

to answer my questions. The only questions you're not required to answer are questions that would cause you to disclose conversations you had with an attorney. I'm not interested in any conversations you had with an attorney, so please don't tell me about that. Does that make sense?

A Yes.

Q Okay. And if you don't ask to clarify a question, I'm going to assume you understand it. Is that fair?

A Yes.

Q Okay. And you can ask to take a break at any time you want. I'm sure we'll all want breaks. I just ask that you respond to a question before we take a break. Is that fair?

A Yes.

Q Okay. You understand you're testifying under oath today?

A Yes.

Q Okay. And that oath requires you to answer my questions fully and truthfully. Do you understand that?

A Yes.

Q And it's the same oath you'd be under if

you were testifying in front of a court?

A Yes.

Q Okay. Is there any reason, other than the fact that you don't have an attorney here, that would prevent you from answering my questions?

A As stated previously, I don't have an attorney present, and it will make this deposition difficult.

Q Okay. But anything else that would make it difficult for you to answer my questions today?

A No.

Q Okay. All right, so I've used a few terms already, and I want to make sure you understand them.

If I refer to "CBRM", do you understand that I am referring to CBRM Realty Inc.?

A Yes.

Q If I refer to "Crown", do you understand that I'm referring to Crown Capital Holdings LLC?

A Yes.

Q And if I refer to the "Crown portfolio" do you understand that I am referring to the real estate portfolio indirectly owned by CBRM?

A Yes.

Q And you understand that CBRM, Crown, and certain of their subsidies are debtors in bankruptcy proceedings?

A Yes.

Q You understand, though, that not all of the CBRM and Crown subsidiaries are in bankruptcy, only some, right?

A If you say so.

Q Do you not have that understanding?

A I'd like to take the Fifth on that.

Q Okay. If I refer to the "bankruptcy cases", will you understand that I mean the bankruptcy cases for those entities of CBRM, Crown and their subsidiaries that are in bankruptcy?

A Yes.

Q And similarly, if I refer to the "debtors", as I have previously, you understand that I'm referring to those specific entities in bankruptcy, right?

A Yes.

Q Okay. When did you first -- you testified that you received notice of this deposition. When did you receive that notice?

A I think it was Thursday or Friday.

Q Okay. What if anything did you do to prepare for this deposition?

A I'll take the Fifth on that.

Q Did you meet with anyone to prepare for this deposition?

A I'll take the Fifth on that.

Q Did you, without telling me the content of any conversation with attorneys you may have had, did you speak with any attorneys regarding this deposition?

A No.

Q Is there any attorney with whom you have regular conversations?

A No.

Q How often would you say you speak to attorneys regarding the various legal cases that involve you?

A I'll take the Fifth on that.

Q When was the last time you spoke to an attorney about any legal case involving you?

A I'll take the Fifth on that.

Q Did you review any documents in preparing for this deposition?

A No.

Q And it looks like you did not bring any documents with you today.
A Do you know where you are today?
Q I'll ask the questions.
So did you bring any documents? It doesn't look like it.
A Okay.
MR. HERSHEY: I will give you what is going to be marked as tab 1. Just let the court reporter mark it.
(Silber Exhibit 1 was marked for identification.)
Q So this is marked as Exhibit 1. I'd like you to take a second and look through it.
A I'm not going to look at any legal documents without an attorney present.
Q You will not even look at the document?
A That's correct.
Q Okay. I will represent to you that this is the subpoena for you testify today, along with an order granting our subpoena request to depose you.
Mr. Silber, I'll just say if you're not going to even look at the documents I show you, I don't, I don't see how we can do this deposition. I

don't think the Fifth Amendment allows you not even to look at documents. You can answer my questions how you choose, but I would ask that you look at the documents I hand to you.
A So I'll tell you again that this, as I mentioned earlier, I am ready, willing and able to get deposed, and I'm ready, willing and able to answer any questions truthfully. But having four attorneys on the other side of me, me without counsel, is not going to be a very productive deposition for either of us.
Q I fully understand your position. And, as I said, you could answer the questions however you choose. I can't force you to answer any way other than you wish.
I would just ask that you look at the document I've handed to you. Whether you choose to answer questions about it or not, whether you choose to plead the Fifth is up to you. I'm just asking you to look at the document I've handed to you.
A I already told you my response.
Q Which is that you refuse to do so?
A Without an attorney present, correct.
Q Okay.

MR. HERSHEY: Let's go off the record.
(Discussion held off the record)
MR. HERSHEY: Let's go back on the record.
Q All right, Mr. Silber, I'm going to show you some further documents, understanding you may not answer questions about them, but we'll just go through it.
MR. HERSHEY: This is going to be marked as Silber 2.
(Silber Exhibit 2 was marked for identification.)
Q Mr. Silber, will you please look through this document and just take your time and let me know if you have any questions.
A As mentioned earlier, I will not look through the documents without an attorney present.
Q Okay. So I'll represent to you this document is a series of organizational charts for the various entities owned by CBRM.
Can you tell me the type of work needed to be performed in connection with the Crown Portfolio Management Services, Asset Management Services, those sorts of things?
A I'll take the Fifth on that.

Q Can you tell me how ownership of the various entities in the Crown portfolio was determined when you were creating these entities?
A I'll take the Fifth on that.
Q So, for example, Lakewood Pointe Apartments LLC, when I look at this organizational chart I see that ownership is split among five different entities, Bergenfield Investors LLC, Stonebridge Partner LLC, Raylbnt LLC, Crown Capital Holdings LLC and PAR Manager LLC. What informed the decision to divide ownership in that way?
A I'll take the Fifth on that.
Q Who is Frederick Schulman?
A I'll take the Fifth on that.
Q It looks like Frederick Schulman, just to pick an example, is a 50% owner of NBA New Orleans Holdings LLC. Does that sound right to you?
A I'll take the Fifth on that.
Q Is there a reason that Mr. Schulman split ownership of NBA New Orleans Holdings LLC with you?
A I'll take the Fifth on that.
Q Okay.
With respect to the Crown portfolio, you were the sole decision maker, right?

A I'll take the Fifth on that.
Q Was there anyone else involved in giving final approval for decisions in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q You were the sole manager of CBRM; is that right?
A I'll take the Fifth on that.
Q How about Crown, you were the sole manager of Crown, right?
A I'll take the Fifth on that.
Q What role did Mr. Schulman have in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Okay. So I won't refer to this document since you're not looking at it, but the document reflects that Mr. Schulman is the hundred percent owner of an entity called Summerset Villas MM LLC. Are you aware of that fact?
A I'll take the Fifth on that.
Q Does "MM" stand for managing member, to your knowledge?
A I'll take the Fifth on that.
Q Will you tell me what role Summerset

Villas MM LLC had within the Crown portfolio?
A I'll take the Fifth on that.
Q Can you tell me why Mr. Schulman was the one hundred percent owner of that entity?
A I'll take the Fifth on that.
Q Are you aware of whether Mr. Schulman assigned his interests in the Crown portfolio to Elizabeth LaPuma as you did, as part of the forbearance agreement?
A I'll take the Fifth on that.
Q Do you know why Mr. Schulman did not assign his interests to the independent fiduciary, Elizabeth LaPuma?
A I'll take the Fifth on that.
Q Are you aware of whether any properties or entities that were at one time in the Crown Capital portfolio were moved out of the Crown Capital portfolio for any period of time?
A I'll take the Fifth on that.
Q Are you familiar with the entity known as Williamsburg of Cincinnati?
A I'll take the Fifth on that.
Q Do you know whether Williamsburg of Cincinnati was at any point removed from the Crown

portfolio?
A I'll take the Fifth on that.
Q Let me ask you this. I'm going to ask you, we're going to call this like a lightning round. I'm going to ask you whether certain entities are part of the Crown portfolio and you can tell me yes or no.
To your knowledge, Ashland Manor Apartments LLC, is that part of the Crown portfolio?
A I'll take the Fifth on that.
Q What about Bridgeport?
A I'll take the Fifth on that.
Q Campus Heights Apartment LLC?
A I'll take the Fifth on that.
Q Carmel Brook?
A I'll take the Fifth on that.
Q Carmel Spring?
A I'll take the Fifth on that.
Q Velour Place?
A I'll take the Fifth on that.
Q Freedom Park?
A I'll take the Fifth on that.
Q Geneva House?
A I'll take the Fifth on that.

Q Greystone Apartments LLC?
A I'll take the Fifth on that.
Q Highland Park?
A I'll take the Fifth.
Q Homewood House Apartments LLC?
A I'll take the Fifth.
Q Laguna Creek?
A I'll take the Fifth.
Q Laguna Run?
A I'll take the Fifth.
Q Laurel Holdco LLC?
A I'll take the Fifth.
Q Maiden Holdings LLC?
A I'll take the Fifth.
Q Mon View, M-O-N, space, View?
A I'll take the Fifth.
Q NBA New Orleans Holdings LLC?
A I'll take the Fifth.
Q Palisades?
A I'll take the Fifth.
Q Presbyterian Apartments?
A I'll take the Fifth.
Q Rector Investments LLC?
A I'll take the Fifth.

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Q Valley Royal?
A I'll take the Fifth.
Q West Gate Manor Apartments LLC?
A I'll take the Fifth.
Q Woodside Meadows?
A I'll take the Fifth.
Q Woodside Village?
A I'll take the Fifth.
Q Okay.
MR. HERSHEY: I'm just going to introduce another exhibit. This will be Silber 3.
(Silber Exhibit 3 was marked for identification.)
(Silber Exhibit 4 was marked for identification.)
Q This has been marked as Silber Exhibit 3. This has been marked as Silber Exhibit 4. I'll ask you to look through these documents and take your time with them.
A As mentioned earlier, I'm not reviewing documents without a lawyer present.
Q Okay.
You entered a guilty plea in July 2024, right?

M. SILBER

A I'll take the Fifth on that.
Q And when did the process of handing the Crown portfolio to an independent fiduciary begin?
A I'll take the Fifth on that.
Q Why did you decide to step down from the Crown portfolio?
A I'll take the Fifth on that.
Q Who were the advisors to the Crown portfolio before the appointment of the independent fiduciary?
A I'll take the Fifth on that.
Q Was NB Affordable one of those advisors?
A I'll take the Fifth on that.
Q Was Winn, W-I-N-N?
A I'll take the Fifth on that.
Q And were the employees of NB Affordable terminated prior to your stepping down?
A I'll take the Fifth on that.
Q Who made the decision to terminate those employees?
A I'll take the Fifth on that.
Q Why was that decision made?
A I'll take the Fifth on that.
Q Did signing a forbearance agreement with a

M. SILBER

no holders factor into the decision to terminate those employees?
A I'll take the Fifth on that.
Q Did you take any steps to implement a transition plan for those employees?
A I'll take the Fifth on that.
Q How about for the information in Crown's possession that could be relevant to the independent director, did you take any steps to implement a plan to transition that information to her?
A I'll take the Fifth on that.
Q Did you provide the independent fiduciary with any information regarding where relevant data is stored regarding the Crown portfolio?
A I'll take the Fifth on that.
Q Did you put any process in place to ensure that that data would be preserved?
A I'll take the Fifth on that.
Q Was anyone appointed to oversee the transition of the data and the employees?
A I'll take the Fifth on that.
Q Whose decision was it to terminate the employees of NB Affordable?
A I'll take the Fifth on that.

M. SILBER

Q Can you tell me, I would hope this won't be a controversial question, where the company keeps its books and records?
A I'll take the Fifth on that.
Q Are the books and records electronically stored?
A I'll take the Fifth on that.
Q How about paper copies, are those stored somewhere?
A I'll take the Fifth on that.
Q Do you possess any of those documents with you here?
A I'll take the Fifth on that.
Q Do you continue to have access to any Crown or CBRM affiliated email while you're here?
A I'll take the Fifth on that.
Q Can you name for me all the construction companies that you've owned either in whole or in part?
A I'll take the Fifth on that.
Q What about the maintenance companies that you've owned either wholly or in part?
A I'll take the Fifth on that.
Q Property management companies you've owned

M. SILBER

either wholly or in part?
A I'll take the Fifth on that.
Q Or any other companies that don't fit within those categories that you've owned in whole or in part?
A I'll take the Fifth on that.
Q Before Lynd became the asset manager and property manager for the Crown portfolio, who did the Crown portfolio use as asset manager?
A I'll take the Fifth on that.
Q How about property manager?
A I'll take the Fifth on that.
Q Did you have any relation to the entity that served as asset manager for the Crown portfolio?
A I'll take the Fifth on that.
Q And to be clear, by "relation" I mean an ownership interest in that entity.
A I'll take the Fifth on that.
Q What about, I can't recall if I asked property manager or asset manager, so I'll ask.
MR. CURTIS: You said both.
MR. HERSHEY: I said both, okay.
Q And we'll stick with the property manager

M. SILBER

for the Crown portfolio. Who created that entity?
A I'll take the Fifth on that.
Q How about the asset manager?
A I'll take the Fifth on that.
Q Did you have control over the property manager for the Crown portfolio?
A I'll take the Fifth on that.
Q What about the asset manager?
A I'll take the Fifth on that.
Q What is Glade Renovations?
A I'll take the Fifth on that.
Q Who is Jay Ginsberg?
A I'll take the Fifth on that.
Q Do you know Mr. Ginsberg?
A I'll take the Fifth on that.
Q How about Dasmen Residential?
A I'll take the Fifth on that.
MR. HERSHEY: And to be clear, Dasmen is D-A-S-M-E-N.
Q Do you know who created Dasmen Residential?
A I'll take the Fifth on that.
Q Do you know who created Glade Renovations?
A I'll take the Fifth on that.

M. SILBER

Q Did you have any management control over Glade Renovations?
A I'll take the Fifth on that.
Q What about management control over Dasmen Residential?
A I'll take the Fifth on that.
Q Did you enter into agreements with Glade Renovations on behalf of the Crown portfolio?
A I'll take the Fifth on that.
Q What is Land X Management?
A I'll take the Fifth on that.
Q Do you know who created Land X Management?
A I'll take the Fifth on that.
Q Did you have an ownership stake in Land X Management?
A I'll take the Fifth on that.
Q Did you have management control to any degree over Land X Management?
A I'll take the Fifth on that.
Q Did Land X Management ever do work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Did Land X Management ever enter into any agreements with entities in the Crown portfolio?

M. SILBER

A I'll take the Fifth on that.
Q NB Affordable LLC, are you familiar with that?
A I'll take the Fifth on that.
Q Did you have an ownership interest in NB Affordable LLC?
A I'll take the Fifth on that.
Q Management control over NB Affordable LLC?
A I'll take the Fifth on that.
Q Did NB Affordable LLC perform services in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q And did it enter into any agreements with entities in the Crown portfolio?
A I'll take the Fifth on that.
Q Okay. So rather than ask the same set of questions for fifteen different entities, I'll just ask you. Are you familiar with Lakeside Property Management?
A I'll take the Fifth on that.
Q Are you willing to tell me whether you had ownership or control over Lakeside Property Management?
A I'll take the Fifth on that.

Q Are you willing to tell me whether Lakeside Property Management did any work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q What about EVU Residential LLC, are you familiar with that entity?
A I'll take the Fifth on that.
Q Are you willing to tell me whether you had ownership or management control over EVU Residential LLC?
A I'll take the Fifth on that.
Q Are you going to tell me whether EVU Residential LLC did work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q EVU Living LLC?
A I'll take the Fifth on that.
Q So you won't tell me whether you had ownership or control over EV Living LLC?
A I'll take the Fifth on that.
Q Rhodium Capital Advisors, are you familiar with that entity?
A I'll take the Fifth on that.
Q Do you have ownership or control over

Rhodium Capital Advisors?
A I'll take the Fifth on that.
Q Has Rhodium Capital Advisors done work for the Crown portfolio?
A I'll take the Fifth on that.
Q Rhodium Asset Management LLC, do you know that entity?
A I'll take the Fifth on that.
Q Do you have ownership or control over Rhodium Asset LLC?
A I'll take the Fifth on that.
Q Did it do work for the Crown portfolio?
A I'll take the Fifth on that.
Q Sims Construction LLC, are you familiar with that entity?
A I'll take the Fifth on that.
Q Do you have ownership or control over Sims Construction LLC?
A I'll take the Fifth on that.
Q Did it do any work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Rapid Improvements LLC, are you familiar with that entity?

A I'll take the Fifth on that.
Q Do you have ownership or control over Rapid Improvements LLC?
A I'll take the Fifth on that.
Q Did it do any work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Vecta Inc., you familiar with that entity?
A I'll take the Fifth on that.
Q Do you have ownership or control over Vecta Inc.?
A I'll take the Fifth on that.
Q Did it perform any work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Jasper Residential, do you know that one?
A I'll take the Fifth on that.
Q Do you have ownership or control over Jasper Residential?
A I'll take the Fifth on that.
Q And did it perform any work in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q To your knowledge, the entities I just

named, did any of them receive payments from the Crown portfolio for any reason?
A I'll take the Fifth on that.
Q Do you know if money was transferred to any of those entities for any reason by the Crown portfolio?
A I'll take the Fifth on that.
Q Have you received transfers of money from any of those entities for any reason?
A I'll take the Fifth on that.
Q Who is Jonathan Leone?
A I'll take the Fifth on that.
Q Do you know him?
A I'll take the Fifth on that.
Q Have you ever entered into agreement with Jonathan Leone in connection with work to be performed for the Crown portfolio?
A I'll take the Fifth on that.
Q Are you aware of whether Jonathan Leone has ever been paid by the Crown portfolio?
A I'll take the Fifth on that.
Q Or I should say are you aware whether Jonathan Leone has received money from the Crown portfolio?

A I'll take the Fifth on that.
Q How about Sheldon Gopstein, do you know him?
A I'll take the Fifth on that.
Q Has he ever done work for the Crown portfolio?
A I'll take the Fifth on that.
Q Has he received money from the Crown portfolio?
A I'll take the Fifth on that.
Q Michelle Laguerre, do you know her?
A I'll take the Fifth on that.
Q Has she ever done work for the Crown portfolio?
A I'll take the Fifth on that.
Q Has she received money from the Crown portfolio?
A I'll take the Fifth on that.
Q Daryl Hagler, do you know him?
A I'll take the Fifth on that.
Q Has he ever done work for the Crown portfolio?
A I'll take the Fifth on that.
Q Has he received money from the Crown

portfolio?
A I'll take the Fifth on that.
Q Aron Gittleson, do you know who he is?
A I'll take the Fifth on that.
Q Has he done work for the Crown portfolio?
A I'll take the Fifth on that.
Q Has he received money from the Crown portfolio?
A I'll take the Fifth on that.
Q Have you ever formed any charitable entities?
A I'll take the Fifth on that.
Q Have your charitable entities ever received money from the Crown portfolio?
A I'll take the Fifth on that.
Q Have your charitable entities ever done work for the Crown portfolio?
A I'll take the Fifth on that.
Q To the extent your entities received money from the Crown portfolio, who approved payment of those funds to those entities?
A I'll take the Fifth on that.
Q Did you ever have a valuation done on the Crown portfolio?

A I'll take the Fifth on that.
Q Have you ever had an appraisal done of any assets within the Crown portfolio?
A I'll take the Fifth on that.
Q To the extent there was a valuation done of the Crown portfolio, where would I be able to find that?
A I'll take the Fifth on that.
Q What about an appraisal of assets within the Crown portfolio, where can we find that?
A I'll take the Fifth on that.
Q Do you recall the amount of any valuations performed in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Or the amount of any appraisals of assets within the Crown portfolio?
A I'll take the Fifth on that.
Q Did Marcum LLP serve as an auditor for the portfolio?
A I'll take the Fifth on that.
Q Who was the auditor before Marcum?
A I'll take the Fifth on that.
Q When was auditor services switched over to Marcum?

A I take the fifth on that.
Q Why were auditor services switched over to Marcum?
A I'll take the Fifth on that.
Q Were the financials for the Crown portfolio consolidated to your knowledge?
A I'll take the Fifth on that.
Q Do you know why they might have been consolidated?
A I'll take the Fifth on that.
Q Can you tell me what bank accounts were used in connection with the Crown portfolio?
A I'll take the Fifth on that.
Q Do you know if there is an account at Flagstar Bank?
A I'll take the Fifth on that.
Q Bank of America?
A I'll take the Fifth on that.
Q Valley National?
A I'll take the Fifth on that.
Q Do you know why multiple bank accounts would have been used by the Crown portfolio?
A I'll take the Fifth on that.
Q Do you still have access to any of those

accounts?
A I'll take the Fifth on that.
Q Do you know who the point of contact was at any of the banks that the Crown portfolio used for banking?
A I'll take the Fifth on that.
Q What was the process for approving transfers between accounts used by the Crown portfolio?
A I'll take the Fifth on that.
Q How about the process for approving transfers out of accounts used by the Crown portfolio?
A I'll take the Fifth on that.
Q Can you identify for me banks that you've used for your personal banking?
A I'll take the Fifth on that.
Q Have you ever formed a trust?
A I'll take the Fifth on that.
Q Can you tell me any bank accounts you've used in connection with any trusts that you've formed?
A I'll take the Fifth on that.
Q Can you identify for me the primary

sources of money that came into the Crown portfolio?
A I'll take the Fifth on that.
Q For example, rent payments, did the Crown portfolio receive rent payments?
A I'll take the Fifth on that.
Q Does it receive money from the government?
A I'll take the Fifth on that.
Q How about loans, was money ever loaned to the Crown portfolio?
A I'll take the Fifth on that.
Q Did you ever receive any insurance proceeds?
A I'll take the Fifth on that.
Q Can you tell me how funds were handled when they came into the Crown portfolio?
A I'll take the Fifth on that.
Q Can you tell me which account they were generally deposited into?
A I'll take the Fifth on that.
Q Was there a separate operating account used by the Crown portfolio?
A I'll take the Fifth on that.
Q Were transfers ever made by the Crown portfolio to the following entities. Glade

Renovations?
A I'll take the Fifth on that.
Q Land X Management?
A I'll take the Fifth on that.
Q NB Affordable LLC?
A I'll take the Fifth on that.
Q Lakeside Property Management?
A I'll take the Fifth on that.
Q EVU Residential LLC?
A I'll take the Fifth on that.
Q EVU Living LLC?
A I'll take the Fifth on that.
Q Rhodium Capital Advisors?
A I'll take the Fifth on that.
Q Rhodium Asset Management LLC?
A I'll take the Fifth on that.
Q Sims Construction LLC?
A I'll take the Fifth on that.
Q Rapid Improvements LLC?
A I'll take the Fifth on that.
Q Vecta Inc.?
A I'll take the Fifth on that.
Q Jasper Residential?
A I'll take the Fifth on that.

Q Did you ever commingle cash from the Crown portfolio with your personal funds in any personal bank account?
A I'll take the Fifth on that.
Q Did you ever transfer money to or from your personal bank accounts to or from the Crown portfolio?
A I'll take the Fifth on that.
Q How about family members, did you ever transfer funds from the Crown portfolio accounts to a personal account belonging to any family member?
A I'll take the Fifth on that.
Q Did you draw a salary from the Crown, from management of the Crown portfolio?
A I'll take the Fifth on that.
Q Wait, let me change that. Did you draw a salary from ownership of the Crown portfolio?
A I'll take the Fifth on that.
Q Did you pay yourself dividends?
A I'll take the Fifth on that.
Q Did you pay yourself bonuses?
A I'll take the Fifth on that.
Q To the extent you received payment in cash for the Crown portfolio, which entity made that

transfer to you?
A I'll take the Fifth on that.
Q To the extent you transferred funds to friends or family, which entity transferred those funds?
A I'll take the Fifth on that.
MR. HERSHEY: I'm going to mark this as Exhibit Silber Exhibit 5.
(Silber Exhibit 5 was marked for identification.)
Q It's a tax return for CBRM Realty Inc. And again, take your time, look at it and let me know when you're already to talk about it.
A As mentioned earlier, I won't review any documents without an attorney present.
Q Okay. Let me just observe that this tax return indicates that you were the hundred percent owner of CBRM; is that right?
A I'll take the Fifth on that.
Q And it also indicates that you received $30 million of distributions in the 2021 tax year. Does that sound right?
A I'll take the Fifth on that.
MR. HERSHEY: Can we mark this as Exhibit

6.
(Silber Exhibit 6 was marked for identification.)
Q This is the tax return for CBRM for the tax year 2022. If you take a second to look at that and let me know when you are ready to talk about it.
A As mentioned earlier, I won't review any documents without an attorney present.
Q Okay. Well, I note that this reflects that you were the hundred percent owner of CBRM. Does that sound right?
A I'll take the Fifth on that.
Q And this reflects that there was a distribution, an equity distribution of $64 million in the tax year 2022. Does that sound right as well?
A I'll take the Fifth on that.
Q Do you know where that money was transferred to?
A I'll take the Fifth on that.
Q Did you receive that $64 million?
A I'll take the Fifth on that.
Q You understand that there was a sale of bonds issued by Crown and guaranteed by CBRM, right?

A I'll take the Fifth on that.
Q And that bond offering was for over $200 million; is that right?
A I'll take the Fifth on that.
Q Do you know what account that $200 million, roughly, was transferred to?
A I'll take the Fifth on that.
Q Do you know what happened to those roughly $200 million of bond proceeds after they were received by CBRM?
A I'll take the Fifth on that.
Q Okay.
MR. HERSHEY: I'll mark this as Exhibit 7.
(Silber Exhibit 7 was marked for identification.)
Q Mr. Silber, will you please look at this document?
A As discussed earlier, I won't review documents without a lawyer present.
Q Okay. I'm going to ask you what I think should be a very uncontroversial question and I'm hoping you'll answer it, which is, was RH Dearborn Redevelopment JV LLC owned directly or indirectly by any entity in the Crown portfolio?

A I'll take the Fifth on that.
Q Are you aware that entity was sold for $1,000 at auction?
A I'll take the Fifth on that.
Q Do you know if a valuation or appraisal was ever done referencing of that entity?
A I'll take the Fifth on that.
Q Would you estimate that the value of that entity was greater than $1,000?
A I'll take the Fifth on that.
Q What about Fox Capital LLC, do you know that entity?
A I'll take the Fifth on that.
Q Was that entity part of the Crown portfolio?
A I'll take the Fifth on that.
Q Are you aware that it was sold at auction for $1,000?
A I'll take the Fifth on that.
Q Do you know whether there was a valuation or appraisal of Fox Capital LLC ever performed?
A I'll take the Fifth on that.
Q Do you believe Fox Capital LLC was worth more than $1,000?

M. SILBER

A I'll take the Fifth on that.
Q How about Westwood Jackson Apartments MM LLC, do you know that entity?
A I'll take the Fifth on that.
Q Do you know if it was part of the Crown portfolio?
A I'll take the Fifth on that.
Q Do you know it was sold at auction for just $1,000?
A I'll take the Fifth on that.
Q Do you know if a valuation or appraisal was ever done of Westwood Jackson Apartments MM LLC?
A I'll take the Fifth on that.
Q Do you believe Westwood Jackson Apartments MM LLC was worth more than $1,000?
A I'll take the Fifth on that.
Q What about Phillips Parkway, sorry, 100 Phillips Parkway LLC, do you know that entity?
A I'll take the Fifth on that.
Q Do you know if it was part of the Crown portfolio?
A I'll take the Fifth on that.
Q Were you aware that it was sold at auction for $1,000?

M. SILBER

A I'll take the Fifth on that.
Q Was a valuation or appraisal ever done of 100 Phillips Parkway LLC to your knowledge?
A I'll take the Fifth on that.
Q Do you believe that 100 Philips Parkway LLC was worth more than $1,000?
A I'll take the Fifth on that.
Q Did any of these entities ever receive a loan from Bankwell Bank. Bedcliff Apartments LLC?
A I'll take the Fifth on that.
Q Bethesda Wilkinsburg Apartments LLC?
A I'll take the Fifth on that.
Q Bethome, B-E-T-H-O-M-E, Apartments LLC?
A I'll take the Fifth on that.
Q Central Hill Apartments LLC?
A I'll take the Fifth on that.
Q Elhome, E-L-H-O-M-E, Apartments LLC?
A I'll take the Fifth on that.
Q Hillcom 1 Apartments LLC?
A I'll take the Fifth on that.
Q Hillcom 2 Apartments LLC?
A I'll take the Fifth on that.
Q Tribrad, T-R-I-B-R-A-D, Apartments LLC?
A I'll take the Fifth on that.

M. SILBER

Q To the extent those entities received a loan from Bankwell, did you guarantee that loan?
A I'll take the Fifth on that.
Q Was the amount of the loan $28 million?
A I'll take the Fifth on that.
Q What was the purpose of the loan from Bankwell to those entities?
A I'll take the Fifth on that.
Q What were the proceeds of that loan used for?
A I'll take the Fifth on that.
MR. HERSHEY: I'm going to mark this as Exhibit 8.
(Silber Exhibit 8 was marked for identification.)
Q Take a look at this document and let me know when you're ready to talk about it.
A As discussed, I won't review documents without an attorney present.
Q Okay. I'll represent to you that this document is the sources and uses for the Bankwell loan that we were just discussing, reflects $22 million from Bankwell source, and it has various uses. One of the uses is "pay off Bankwell LOC to

M. SILBER

Cloverleaf." Are you familiar with that payoff?
A I'll take the Fifth on that.
Q What was Cloverleaf?
A I'll take the Fifth on that.
Q Was it part of the Crown portfolio?
A I'll take the Fifth on that.
Q Was it ever part of the Crown portfolio?
A I'll take the Fifth on that.
Q It says, "repayment of CKD/DH1 debt" in the amount of about nine and a half million dollars. Are you familiar with that repayment?
A I'll take the Fifth on that.
Q What is CKD/DH1?
A I'll take the Fifth on that.
Q What debt was owed to them?
A I'll take the Fifth on that.
Q Why was that debt incurred?
A I'll take the Fifth on that.
Q There's a line item, "city/school/library taxes" in the amount of roughly $500,000. Is that familiar to you?
A I'll take the Fifth on that.
Q What are library taxes?
A I'll take the Fifth on that.

M. SILBER

Q There's a line item, it says Jeffrey Zwick, Z-W-I-C-K, in the amount of about $275,000. Is that familiar now to you?
A I'll take the Fifth on that.
Q Who is Jeffrey Zwick?
A I'll take the Fifth on that.
Q What was he being paid for?
A I'll take the Fifth on that.
Q Tratner, T-R-A-T-N-E-R, $25,000. Is that familiar to you?
A I'll take the Fifth on that.
Q What is Tratner?
A I'll take the Fifth on that.
Q Why were they owed $25,000?
A I'll take the Fifth on that.
Q Okay.
MR. HERSHEY: All right, I'm going to mark Exhibit 9.
(Silber Exhibit 9 was marked for identification.)
Q Take a look at this, let me know when you're already to talk about it.
A As discussed, I won't -- I will not review the documents without a lawyer present.

M. SILBER

Q This document pertains to about $60 million of senior unsecured notes due 2025, with an interest rate of 12.5%. Are you familiar with that note issuance?
A I'll take the Fifth on that.
Q After this note issuance, you paid down debt in connection with certain properties in New Orleans, approximately $60 million; is that right?
A I'll take the Fifth on that.
Q What did you use the proceeds of these notes for, to your recollection?
A I'll take the Fifth on that.
Q Do you recall why you used the proceeds of these notes the way you did?
A I'll take the Fifth on that.
Q Okay.
MR. HERSHEY: We'll go to 10.
(Silber Exhibit 10 was marked for identification.)
Q Mr. Silber, will you take a look at this when you have a minute and let me know if you have any questions about it.
A As discussed earlier, I will not review the documents without a lawyer present.

M. SILBER

Q Okay. I will represent to you that this is a motion that you filed in the debtors bankruptcy proceeding seeking Rule 2004 discovery. Do you recall filing that motion?
A I'll take the Fifth on that.
Q How did you familiarize yourself with Rule 2004, out of curiosity?
A I'll take the Fifth on that.
Q I take it you gained some understanding of bankruptcy law and procedure if you filed a motion under Rule 2004 and Rule 9016.
A I'll take the Fifth on that.
Q On the first page of the motion, I could show you, there's the case caption, and underneath that it says "Moshe ("Mark") Silber." It gives the name of the institution where you were previously held, which is FCI Danbury, and under that it says "unrepresented pro se party in interest." Do you see that?
A I'll take the Fifth on that.
Q Okay. But you filed this motion pro se, right?
A I'll take the Fifth on that.
Q Okay.

M. SILBER

THE WITNESS: I'm going to take a break for a second.
MR. HERSHEY: Hold on. Do you want to go off the record?
THE WITNESS: I just need to take a break for a second.
MR. HERSHEY: Okay, we'll go off the record.
(Pause in the proceedings)
BY MR. HERSHEY:
Q And if you look again, this is page 10 of 11 of the document, PDF page 10 of 11, is this your signature?
A I'll take the Fifth on that.
Q And do you see under your signature it says "pro se"?
A I'll take the Fifth on that.
Q Okay. You make some statements in this motion I wanted to ask you about. For example, page one, paragraph one you say, "Silber believes that at least as recently as mid 2024, the Crown portfolio, quote, 'had significant equity value and it may still.'" Did you have any factual basis for this statement?

M. SILBER

A I'll take the Fifth on that.
Q Okay. In paragraph 11 you state that, "Westwood Apartments LLC is worth nearly $10 million." Do you recall making that statement?
A I'll take the Fifth on that.
Q Do you have any factual basis for this statement?
A I'll take the Fifth on that.
Q In paragraph 12 you state that Elizabeth LaPuma and the Lynd Corporation have cost the Crown portfolio millions of dollars. Do you recall making that statement?
A I'll take the Fifth on that.
Q Do you have any factual basis for that statement?
A I'll take the Fifth on that.
Q In paragraph 13 you state that Ms. LaPuma and Lynd have failed to address conditions at Mon View, the apartment complex in Mon View. Do you recall making that statement?
A I'll take the Fifth on that.
Q Do you have any factual basis to support that statement?
A I'll take the Fifth on that.

M. SILBER

Q In paragraph 13 you state that Allegheny County lodged a criminal complaint against you personally, but those charges have been dropped. Do you recall making that statement?
A I'll take the Fifth on that.
Q What is the basis for the statement the charges have been dropped?
A I'll take the Fifth on that.
Q When were the charges dropped?
A I'll take the Fifth on that.
Q At paragraph 19 you state that to your understanding the DOJ -- sorry, I'll start that over. At paragraph 19 you state that to your understanding, the Department of Justice subpoenaed and reviewed all of the portfolio's loans and found no basis to prosecute you for anything than one transaction, in connection with which you pleaded guilty. Do you recall making that statement?
A I'll take the Fifth on that.
Q Do you have any factual basis to support that statement?
A I'll take the Fifth on that.
Q At paragraph 20 of the motion you state that you responded to a March 6, 2024 letter from

M. SILBER

Acquiom asserting a default under the credit agreement. Do you recall making that the statement?
A I'll take the Fifth on that.
Q Do you recall receiving a letter from Acquiom asserting a default under the credit agreement on March 6, 2024?
A I'll take the Fifth on that.
Q Do you have any factual basis to support that you responded to this letter from Acquiom?
A I'll take the Fifth on that.
Q In paragraph 22 you state that you believe an "objective assessment of the value of the portfolio will reveal that the enterprise was fundamentally sound" when you handed over control to the independent director. Do you recall making that the statement?
A I'll take the Fifth on that.
Q Do you have any factual basis to support that statement?
A I'll take the Fifth on that.
Q Okay.
MR. HERSHEY: I'm going to mark our last exhibit, which is Exhibit 11.
(Silber Exhibit 11 was marked for

M. SILBER

identification.)
Q Take a second, look this over, and let me know when you're already to talk about it.
A As discussed earlier, I won't review any documents without an attorney present.
Q Okay. I'll represent to you that this is a motion that you filed in the debtor's bankruptcy cases, seeking appointment of an equity security holders committee. Do you recall filing that motion?
A I'd like to take the Fifth on that.
Q On the first page you'll see the caption for the bankruptcy proceeding, and you'll see under that, "Moshe ("Mark") Silber, FCI Danbury", which is where you were previously held, and under that it says "unrepresented pro se party in interest." Do you see that?
A I'd like to take the Fifth on that.
Q Okay. But you did file this motion pro se, right?
A I'd like to take the Fifth on that.
Q How did you learn about the existence of such a thing as an equity security holders committee?

A I'd like to take the Fifth on that.
Q What was your basis for seeking the appointment of an equity security holders committee?
A I'd like to take the Fifth on that.
Q Did you do any case law research in connection with this motion?
A I'd like to take the Fifth on that.
Q Did you speak to any attorneys in connection with this motion?
A I'd like to take the Fifth on that.
Q How about the other motion I mentioned, the Rule 2004 motion, did you speak to any attorneys in connection with that motion?
A I'd like to take the Fifth on that.
Q On the last page of this motion, which is PDF page 15 out of 17, there's a signature. Is that your signature?
A I'd like to take the Fifth on that.
Q Under the signature it says, "Moshe ("Mark") Silber pro se." Do you see that?
A I'd like to take the Fifth on that.
Q You make some assertions in this motion that I'd also like to ask you about. So at paragraph two you state that your "access to filings

in the debtors bankruptcy case has been sporadic and delayed." What is your basis for that assertion?
A I'd like to take the Fifth on that.
Q Are you not able to access the docket on the internet while held at this facility?
A I'd like to take the Fifth on that.
Q How about at Danbury, were you able to access the internet to check the docket in the bankruptcy case while you were there?
A I'd like to take the Fifth on that.
Q At paragraph 41 you state that "the Cap One portfolio is particularly valuable." Do you have any factual basis for this statement?
A I'd like to take the Fifth on that.
Q What is your current net worth?
A I'd like to take the Fifth on that.
Q Can you tell me roughly to your knowledge the current total of your assets?
A I'd like to take the Fifth on that.
Q How about your liabilities?
A I'd like to take the Fifth on that.
Q How much cash do you have in your personal bank accounts at this time?
A I'd like to take the Fifth on that.

Q Do you still have access to any bank accounts in connection with the Crown portfolio?
A I'd like to take the Fifth on that.
Q How about bank accounts for CBRM, do you have access to those?
A I'd like to take the Fifth on that.
Q Does anyone related to you have access to those bank accounts at CBRM?
A I'd like to take the Fifth on that.
Q How about access to bank accounts in connection with the Crown portfolio, does anyone related to you have access to that?
A I'd like to take the Fifth on that.
Q Can you describe your real estate holdings to me?
A I'd like to take the Fifth on that.
Q Can you describe any trust funds over which you have control to me?
A I'd like to take the Fifth on that.
Q Are you currently indigent?
A I'd like to take the Fifth on that.
Q What are your most significant nonmonetary assets?
A I'd like to take the Fifth on that.

Q Where are your assets held?
A I'd like to take the Fifth on that.
Q Did you transfer assets to your wife from the Crown portfolio shortly before handing over ownership or handing control over the portfolio over to the independent fiduciary?
A I'd like to take the Fifth on that.
Q Does your wife own separate assets from you?
A I'd like to take the Fifth on that.
Q Does she have separate real estate holdings from your real estate holdings?
A I'd like to take the Fifth on that.
Q Does she have separate bank accounts from your bank accounts?
A I'd like to take the Fifth on that.
Q Does she have any material or cash assets?
A I'd like to take the Fifth on that.
Q What role, if any, did she have in the Crown portfolio?
A I'd like to take the Fifth on that.
Q How about other family members, did other family members have any role in connection with the Crown portfolio?

M. SILBER

A I'd like to take the Fifth on that.
MR. HERSHEY: We'll go off the record.
(Discussion held off the record)
MR. HERSHEY: Mr. Silber, we're done for today. We thank you for your time.
I do want to note for the record that we view this deposition, while we were going to finish our questioning for today, to remain open and not concluded. We reserve the right to take your deposition or to continue this deposition, you know, with or without an attorney. But we'll talk about that offline and see what we can agree and what we can have the court order. Thank you for your time.
THE WITNESS: Thank you.
(Time noted: 10:47 a.m.)
(Whereupon, the record was reopened and the following proceedings were had, commencing at 11:03 a.m.)
BY MR. HERSHEY:
Q Mr. Silber, thanks for coming back. We do have a few more questions I want to ask you. It should only take a few minutes.
You understand that your communications

M. SILBER

that you have within this facility are monitored, right?
A I'm going to plead the Fifth on that.
Q And you understand there's a record of people you speak to here?
A I'm going to plead the Fifth on that.
Q Okay. Are you familiar with a Tina Miller?
A I'm going to plead the Fifth on that.
Q Was she a lawyer who works for you?
A I'm going to plead the Fifth on that.
Q Are you aware of whether Ms. Miller emailed you today?
A I'm going to plead the Fifth on that.
Q How about Wilbert Trevino, are you familiar with him?
A I'm going to plead the Fifth on that.
Q Is he a lawyer who works for you?
A I'm going to plead the Fifth on that.
Q Was he here yesterday to meet with you?
A I'm going to plead the Fifth on that.
Q Did he join the meeting with you and your wife yesterday?
A I'm going to plead the Fifth on that.

M. SILBER

Q This is a yes or no question. Did you discuss this case with Mr. Trevino yesterday?
A No.
Q Did you discuss this case with Ms. Miller at any point?
A No.
Q Have you discussed this case with any attorney at any point?
A No.
Q Again, a yes or no question, have you asked any attorney to represent you in connection with this case?
A I'm going to plead the Fifth on that.
Q Well, if an attorney was here meeting with you yesterday, why are you here without an attorney today?
A I'm going to plead the Fifth on that.
Q Okay. It's not because you can't afford to pay an attorney, right?
A I'm going to plead the Fifth on that.
Q I guess what is catching me up is you say you want to be helpful, and it feels like this was an avoidable situation, where you say that you would have been forthcoming with answers and, you know,

M. SILBER

it's just you don't have an attorney here. But it feels like you're in constant or at least regular communication with attorneys, including yesterday, but for some been reason you didn't arrange to have one today. Why is that?
A I'm going to plead the Fifth on that.
Q Are you aware that we may have to discuss today and this deposition with the court in the bankruptcy case?
A I'm going to plead the Fifth on that.
MR. HERSHEY: All right, no further questions. Thank you.
A Can I ask one question on the record?
MR. HERSHEY: Let's stay on the record.
Q Sure.
A How did you guys get this information?
Q As I said, it's recorded by the facility.
A Yeah, but how did you get it without a warrant or a subpoena? It's illegal for you to get information from the facility without a warrant or a subpoena. Is this because one of your friends is a federal officer here and he gave it to you as a courtesy?
Q I'm not going to answer questions today.

M. SILBER

A Okay.

Q I only ask questions.

MR. HERSHEY: So we'll go off the record.

(Time noted: 11:07 a.m.)

M. SILBER

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

I, MOSHE SILBER, hereby certify I have read the transcript of my testimony taken under affirmation on the 2nd day of September 2025; and the transcript, except as noted in any attached errata sheet(s), is a true record of my testimony.

_____
MOSHE SILBER

Subscribed and affirmed to before me this _____ day of _____, 2025.

_____
NOTARY PUBLIC

My Commission expires the ____ day of _____, 20___.

M. SILBER

CERTIFICATE

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, KARI L. REED, a Shorthand Reporter (Stenotype) and Notary Public within and for the State of New York, do hereby certify:

I reported the proceedings in the within-entitled matter and that the within transcript is a true record of such proceedings.

I further certify that I am not related, by blood or marriage, to any of the parties in this matter and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of September 2025.



KARI L. REED

M. SILBER

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SILBER

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INFORMATION REQUESTED: (None)

QUESTIONS MARKED: (None)

M. SILBER

INSTRUCTIONS TO WITNESS

Please read your deposition over carefully and make any necessary corrections on the provided errata sheet below. You should state the reason in the appropriate space on the errata sheet for any corrections you make, execute and have notarized the errata sheet.

After doing so, please execute the errata sheet, date it and have it notarized.

You are signing same subject to the changes you have noted, which will be attached to your deposition.

It is imperative that you return the original errata sheet to your counsel so they may return said to deposing attorney within thirty (30) days of your receipt of the transcript. If you fail to do so, the deposition transcript may be deemed accurate and may be used in court.

M. SILBER

ERRATA SHEET

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I, MOSHE SILBER, wish to make the following changes to the foregoing transcript of my testimony taken on the 2nd day of September 2025 for the reasons cited below:

PG-LN	CHANGE FRM/TO	REASON
_____	_____	_____
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_____

MOSHE SILBER

Subscribed and sworn to before me

this _____ day of _____, 2025.

_____

NOTARY PUBLIC

My Commission expires the

____ day of _____, 20___.

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

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EXHIBIT I

Transcript of the Section 341 Meeting of Creditors of Moshe Silber, March 30, 2026

OFFICE OF THE UNITED STATES TRUSTEE
DISTRICT OF NEW JERSEY (TRENTON)

IN RE:	.	Case No. 25-21650-MBK
	.	
	.	
	.	567 Park Avenue
MOSHE SILBER,	.	Suite 103
	.	Scotch Plains, NJ 07076
	.	
Debtor.	.	
	.	March 30, 2026
. . . . .		

TRANSCRIPT OF 341 MEETING OF CREDITORS
BEFORE KAREN E. BEZNER, ESQ.
CHAPTER 7 TRUSTEE

TELEPHONIC APPEARANCES:

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A ... good number, and at the time I offered them $20 million, and this was by the general partnership interest, and then the limited partnership interest was held by a private equity institution. So now, just to give you a little background on the previous transaction, the previous transaction was done as one of these tax credit deals. So, you have the institution that would invest the money to get the tax credits. Then you have the general partner, who was the developer. And that's basically what Linden Plaza was.

Now, unfortunately with these tax credit deals, the developers are only incentivized to go above and beyond when they're redeveloping or developing the project. Now, when they go ahead and years down the line and everybody sucked out all their developer fees and they at times, many times, over leveraged the project. So now they're stuck with large mortgage payments and no money for maintenance. And that was the exact state of Linden Plaza. Now, why is that important to you? The reason why that's important to you is because that's going to go to the whole claim which I'm about to explain. So, fast forward, I sign a contract and --

MR. STOLZ: Let me just interrupt. We have a lot of people that want to ask questions. Why don't we deal with this in detail with you and Mr. Martin and the Trustee at a later date? We don't need to -- I think Karen was just looking for a

general overview, not the minutiae.

MS. BEZNER: Yeah, but the punch line was coming. Why it was important was just coming.

MR. STOLZ: Okay. Give us the punch line.

Q I mean, I agree, sir. But, if you've got a very short ending explanation for that transaction, you can go right ahead and give it.

A I think -- I want to respect everyone's time here. I think all the minutiae is important, because without the minutiae, you have no claim. With the minutia, respectfully, you have a claim. So, if you want, we can push it off for a different time and I'm happy go into detail.

Q That would be great. I'm looking at Schedule D. There's no properties listed for any of these secured claims. Is there a way that you could match up the property address with the claim of each secured creditor? Well, New York State Tax Commission, that's a generalized tax lien, I guess. But, Flagstar Bank, do you know what property they have a lien on?

MR. MARTIN: Which schedule, Karen?

MS. BEZNER: Schedule D.

MR. MARTIN: Okay. Got it.

A So, again, I'm not an attorney, and I don't know how these things work. But, I think that Flagstar has a judgment, and I assume the judgment was against my house.

Q Oh, okay. And American Express National Bank, do you know

which property that pertains to?
A Again, I'm not sure how these things work. So, I know that these are judgments. I don't know if they're connected anywhere. But, they're definitely judgments. Like, when I was putting this together with my attorney, we spent a lot of time trying to put this stuff together and pulling up public records, and these are actual judgments.
Q Okay. That's helpful to know that they're judgments and not mortgages. I appreciate that. Now where am I? Is that true of WOC Debt LLC? Is that a judgment or is that a mortgage?
A So, WOC Debt is actually -- was, again, I don't know where it sits today, but that was a second position on a property called Williamsburg at Cincinnati.
Q All right. And the people that live at 7 Denmark Lane in Jackson, New Jersey, are they related to you?
A I've never heard of that address, so I don't think so.
Q Really? Okay. All right. There's an attachment to the statement of financial affairs, Part 27A. Are any of these LLCs still operating? It's quite a long attachment. Do these -- these predate your incarceration or are they operating now? I don't even know what page to tell you. If you're looking at it --

MR. MARTIN: He's got it.

MS. BEZNER: Oh, okay.

MR. MARTIN: It's, like, the two-pager in kind of chart format?

MS. BEZNER: Yes.

A I've glanced through everything. The only ones that I can really talk to that I know what they are and where they stand today, I can run through a list and give you backgrounds if you want to do this separately. Because, they're, like, maybe a handful or a half a dozen. Would you like me to go through it today?

Q No. I think that's an excellent idea. If you would go through that with your attorney and then give me something in writing, then you have a chance to look at it and consider your response. And it'll be more accurate. So, I appreciate your offer to do that.

A Sure. It's my pleasure.

Q Oh, thank you. You're discharge deadline was extended. I assume at the point of your bankruptcy case is ultimately to earn a discharge, is that right?

MR. MARTIN: I can answer, yes.

MS. BEZNER: Okay. Well, and I appreciate that. Because to the extent I receive the information I need to administer this case, I mean, I'm less inclined to object. But, I do intend to continue to seek extension of the deadline until we have the information that we need.

In the meantime, what I'd like to do is, open up the

record to anybody in the audience who has questions, because I know that they've been waiting. Thank you so much, Mr. Silber, for the help you've been today. If you could bear up just a little longer, I know there's some people on line would like to ask a few questions.

MR. STOLZ: Why don't I go first, Karen? I just have a few general questions.

MS. BEZNER: Okay.

EXAMINATION

BY MR. STOLZ:

Q Good morning, Mr. Silber. My name is Dan Stolz. I'm Ms. Bezner's attorney in this case. Can you tell me when the legal troubles first started for you and your companies?

A I would say around the end of -- again, my mind is a fog, and I don't want to tell you dates. I would say around when I got a target letter from the Department of Justice.

Q And when was that? What year?

A I think that was at the end of '23.

Q Okay. And so, up to that point, did you maintain an office personally where you kept your personal business records, separate from Crown and CBRM and the business companies?

A No.

Q So, all of your personal records were at CBRM or Crown?

A So, the simple answer is yes. But, just for you to

understand, I'm not sure how well you understand CBRM or Crown. But, that was my personal business. So, it's -- my personal and company was the same thing.

Q Okay. But, there's all these entities that Ms. Bezner showed you that were not within the Crown umbrella. The plane wasn't owned in the Crown umbrella. Things like that were separate from Crown, right?

A Correct. But, I never looked at Crown and CBRM as, like, separate businesses, right? They were all my business and one business, another business, it was all the same to me. So, the simple answer is yes, everything was in the same office.

Q And did you have a computer that you used regularly when you were in that office? You personally?

A I think I used at time different computers. But, I don't recall exactly it was one particular one.

Q Well, did you have a laptop that you took to the office and took home with you?

A Yes, I did.

Q Okay. Do you still have that laptop?

A I've been looking for it ever since I got out of prison and no one knows where it is.

Q Where was it the last time you knew where it was?

A I think the day I went to surrender myself, I think it was in my house.

Q Okay. So, you think it was in your house, but you've

looked in your house and you can't find it?
A I've been looking every weekend that I'm home. I turn over another room in the house to find it. Correct.
Q Okay. And if you do find it, would you let Mr. Martin know so he can let the Trustee know?
A Absolute.
Q Okay.
MS. BEZNER: Thank you.
Q And your wife, what's her name?
A Miriam.
Q Okay. But, she goes by a different last name, Mizrachi, rather than Silber?
A That's correct.
Q Okay. And has she always gone by a separate last name, or has she ever been known as Miriam Silber?
A She's always kept her last name.
Q Okay. And does she work? Does she have a job?
A I don't know at this point.
Q Okay. Are you separated or are you still a couple, a married couple?
A I hope -- I hope I am, but this episode in my life definitely put a real strain on things.
Q Okay. Has your wife ever inherited money from her family or anyone of any substance?
A I wouldn't know since we never shared financial --

financial, like, bank accounts and stuff like that.
Q Okay. Can you explain that to me, why a husband and wife wouldn't share financial bank accounts? I mean, I know everybody's different. But, my wife and I have only joint accounts.
A We just -- it wasn't for any particular reason. It was just never done.
Q Okay. Well, her family, when you got married, did her family have substantial assets? Were they wealthy people?
A Some of her family, yes.
Q Okay. Her parents, direct family or extended family?
A Her great uncle.
Q Okay. Because I have seen the deposition that your wife gave, and what she testified to at that deposition was that she's supported by a charity, which would lead you to believe that she doesn't have family that could help with her support, is that your understanding?
A Again, I can't answer stuff that's going on there that I don't know for a fact. It's a very, very sore topic when anything is brought up financially, because it's their position that I left my family in financial ruin, so --
Q Okay. When you say their position, your wife and her family, is that who you're referring to?
A That's correct. And as well as my kids.
Q Okay. And how old are your kids?

A My oldest is 15 and my youngest is 2.
Q Okay. So, presumably, the two year old is not (indiscernible) incriminations, right?
A I will say when -- when I left my house on February 24th, my two year old would never go to anyone besides me. And when I came home, he doesn't look at me. So, it's not always about money.
Q Okay. So, let me go back to 2023. At that point, you personally had significant assets, correct?
A Yes.
Q Okay. And so, everybody on this call who's seen your bankruptcy schedules and sees that you assert today that you have no assets wants to know where all those assets went. Can you answer that? Can you enlighten us?
A I think the biggest thing to focus on is what's going on in CBRM.
Q Okay. But, I've seen your personal financial statements, and your personal financial statements show personally that you had hundreds of millions of dollars of cash and securities. That's not CBRM, that's your personal money. Where did that all go?
A That was all CBRM. Because since CBRM is a S corp, and I was a hundred percent owner of it, if the money was sitting in CBRM it would still show up on the personal financial statement. So, all that money that you're seeing there, the

majority of the equity that you're seeing there, is CBRM and its umbrella.

Q Okay. Did CBRM ever have hundreds of millions of dollars in its bank account?

A Yes.

Q Okay. And when would that have been?

A When the company was operating.

Q Okay. So, let me just see if I can understand a little bit better. Because my understanding was that --

A Let me just clarify one thing. You said hundreds of millions. I don't think I nor CBRM ever had hundreds of millions. That sounds like a lot of money.

Q It does sound like a lot. That's why I'm asking the questions. So, my understanding of the business of CBRM was basically that it borrowed money from lenders and purchased property with those proceeds. So, if that was indeed the case, how would it have accumulated millions of dollars in its bank account?

A Very simple, because the way CBRM was structured was similar to a private (indiscernible), so you had CBRM Realty at the top, then under CBRM, you had Crown Capital Holdings, and then you had tens of LLCs under Crown. And how it worked was, Crown was a bond issuer and it would issue unsecured corporate bonds. So, for argument's sake, at my first bond offering when we issued a hundred million dollars in bonds, and I think a

significant use of proceeds went to pay a line of credit that we had. Then the rest of the money, let's just say, ten, fifteen, twenty million dollars, would end up in the CBRM or Crown bank account.

So, to put it in perspective, you have a bunch of properties that are owned, that have senior mortgages. Then you have Crown, which is a bond issuer that issues bonds and gets this money into a bank account.

Now, for the first bond offering, we didn't have that much cash. But, by the second bond offering, I don't recall the exact number, but I think a second bond offering was fairly close to $50 million. So, when we closed the bond offering, there's $50 million in cash in the bank. Now, our business model was to go ahead and identify undervalued properties around the U.S.

So, to put it in perspective, we bought a property in College Station, Georgia. We bought the property for $4.9 million. That property couldn't get private insurance because there was a gang war with the Bloods and the Crips on the property.

MS. BEZNER: Oh, my God.

A I went ahead and I purchased the property. Since we couldn't get insurance, no lender would lend us money. So, I purchased the property on a all cash basis. I went ahead, and these details are important so you understand how CBRM had

money. If you want me to stop, stop me at any time.
Q Let's stop with the detail. So, who was your personal accountant in 2023?
A I don't remember when the accountants were at what times. But, I can tell you who the accountants were for the company.
Q Who was the accountant for the company?
A So, Phillip Stern and Company was one accountant for the company, and then Marcum was another accountant for the company.
Q Okay. And was Phillip Stern also your personal accountant? Did they do your personal tax returns?
A At times, yes.
Q So, if I got the work papers from Phillip Stern, supporting financial statements would show $150 million of cash owned by you personally, those would show that that cash ties into cash that was in CBRM, not in your personal account?
A I would say that it's probably CBRM. I would say that it's probably PropCo cash, right? How these personal financial statements are put together is they have a schedule, and let's just say I own 100 percent of the property, and let's just say that the property has $100,000 in it. So, that $100,000 would flow through to me.

Now, if I owned 50 percent of that property, the $100,000 in the bank account, only $50,000 would flow to me. So, I think the way I think you're looking at it in terms of,

you know, the cash and how much cash I had, that is many different PropCos, CBRM, Crown. It's basically the whole ecosystem, the whole company cash that you're looking at.

Q Have you ever seen an article that suggests that you took $90 million out of the Crown companies? I mean, are you aware of that article?

A Yeah.

Q Okay. And what was the most amount of money that you personally ever took out of the Crown companies?

A So, it's interesting that you ask that, because I just had this discussion. Is it attorney/client privileged?

MR. MARTIN: Yeah, you're not supposed to tell that, but just answer the question.

Q It doesn't surprise me that you had that conversation with Mr. Martin, but go ahead and answer.

A Yeah. So, I told Mr. Martin, I don't recall ever taking a distribution from CBRM ever. So, I don't know if the accountants put distributions. Again, I barely know how to read a tax return, so I can't tell you, you know, what the tax return says or it doesn't say. But, what I could tell you is that I do remember something in my mind many years back that someone said, oh, it has to -- the way, like, institutions like to see, like, distributions. And my response was, but I'm not taking a distribution. And then their response was, so put it back into the bank account, like, don't take it, but we need to

take distributions for tax purposes in order to continue to operate the business. So, that's the only thing that stays in my mind.

But, the way I look at it is, it's pretty simple. You know, if you can get your hands on the CBRM bank account statements, I know I tried and I can't, but if you can, you'll see. Like, all the money is there. What the news says, the news says that Trump is great and the next news says that he's the worst terrorist in the world, right? I don't know what the news says. I know what bank accounts say. And if you look at the bank accounts, I think it's going to tell you the exact story that maybe that you're not looking for, because that doesn't help you if all the proceeds were used in the proper way.

Q Okay. And you did take money out to buy the plane, right?

A So, I don't think so. Because we got 100 percent financing for the plane from KeyBank.

Q Okay. And have you ever owned any properties in California?

A I don't think so, no.

Q All right. Do you have any relatives that live in California in the Los Angeles area?

A Not that I'm aware of, no.

Q Someone named Laila (phonetic)?

A No.

Q No? Okay. All right. Well, Karen, we're going to continue the 341, so I'll yield to the other people. Thank you for your time, Mr. Silber.

A Okay.

MS. BEZNER: Anybody have questions that they'd like to ask? Mr. Corbi, you want to enter an appearance?

MR. CORBI: Yes, Ms. Bezner. This is Richard Corbi, co-counsel to the CBRM and Crown Capital Creditor Recovery Trustee, RLA Consulting. Mr. Dan Kamensky (phonetic), I believe is on the line.

EXAMINATION

BY MR. CORBI:

Q Good morning, Mr. Silber. I only have a handful of questions. Some of them you've covered before, and it's just a follow-up, so I'll try (indiscernible) follow up on what you said in your opening, direct examination, and some of your follow-up to Mr. Stolz. With regards to the MassMutual irrevocable trust, do you know how much money that contained?

A I'm not sure if it ever had a bank account even. I think this was just created for life insurance purposes, like, to hold the life insurance policy.

Q Okay. Do you know if any loans were made against that policy or if it was pledged in any way?

A Again, I think it's a term policy.

Q When you talked about the claims you had against third

parties, KeyBank and OneFlight (phonetic), is there a deadline for you to commence those claims, whatever you think they are? And have you spoken -- is there counsel engaged to actually do diligence in looking at the claims?

MR. STOLZ: Let me help with that one, Rich. From the way I heard it, it sounds like four years. And our view would be it belongs to the Trustee and we would assist in any way possible with the Trustee going after that.

MR. CORBI: Do you know exactly what -- this is probably better for Mr. Martin and Ms. Bezner. Do you know exactly what the claims would be, because you said there's a defamation, under evaluation? I'm just trying to get a sense of, like, the specifics.

MR. MARTIN: You're talking about the claims of the lessor of the aircraft?

MR. CORBI: Yeah, against (indiscernible).

MR. MARTIN: Yeah. I think it's a $5 million fraudulent conveyance that they had an aircraft worth twenty-five million and they sold it for seventeen. So, maybe that's eight million.

Q All right. And I'm going to go through and ask some questions just for clarification purposes. I know I sent these to your counsel beforehand. I don't know whether you had time to look at them before the hearing, but I'm pretty much just going to walk through those questions that I sent to Mr.

Martin earlier today. Let me just get my other document up.

MR. STOLZ: And, Warren, could I just interject a question?

MR. MARTIN: Sure.

MR. STOLZ: I thought Mr. Silber just said that the -- that he didn't pay any cash for the airplane, that it was 100 percent financed. But, now you're telling us that we have a claim for $5 to $7 million. That doesn't seem to jive with me. If the plane was 100 percent financed, there was never any equity in it. How would it be getting equity now?

THE WITNESS: So, it's a longer conversation, and I get that you don't like minutiae.

MR. STOLZ: Okay.

THE WITNESS: But (indiscernible) I'll tell you high level planes run at heavy, heavy, heavy amortization. So, you can have a plane that the first year you can generate equity, because the payments are so -- you're amortizing so much debt. But, there's a lot more to that as well.

MR. STOLZ: Okay. That makes sense. That makes sense. It's not like a house where you're paying -- you're only paying the interest.

THE WITNESS: Yeah, you're paying, like, these loans that are amortized in under ten years, and they're large loans, so -

MR. STOLZ: Okay.

MR. CORBI: Again, for the record, Richard Corbi for CBRM, Crown Capital Creditor Recovery Trustee.

BY MR. CORBI:

Q So, a few questions that I want to go back to the -- to do with dividends. One of the tax returns said that you received $30 million of dividends in 2021. How much dividends did you receive from CBRM in 2021?

A Yes. As I mentioned earlier, again, it's very possible that I'm not remembering. I think I'm remembering this correctly. But, I don't think I ever got a distribution from CBRM. Again, if someone shows me otherwise, maybe it's going to jog my memory. But, as I sit here today, I don't remember getting any distributions.

Because there was conversations with my investment bankers, and my pitch to them was, my focus is just building a good company. And as much money as I make, I'm reinvesting it into the company, and that's why this whole distribution narrative, the first time I actually heard about it, you know, that I took money is from this bankruptcy case. I've never heard that before.

Q Okay. The same question I would have for 2022. So, I guess I assume the same answer would apply? Because the tax returns say $64 million in dividends there.

A Absolutely not. There's no div -- again, from what I remember.

Q Okay. At the end of March of 2022, March 31st, 2022, there was a balance sheet that listed that you had $66 million of cash and $151 million of non-CBRM real estate. Could you tell us what happened to the cash and the real estate?

A I would have to see the document that you're looking at, and then I can hopefully guide you through detail. I just can't, like -- I think my attorney asked for whatever document that you are referencing or the Trustee's counsel is referencing, and we never got a document. So, I can't just answer without knowing what we're talking about.

Q Okay. Fair enough. Did you have any other personal bank accounts besides Valley National? There was Signature Bank and KeyBank were listed as accounts in your name as of the end of March of 2022. Did you have any other accounts with any other institutions?

A I think that was my primary institutions. I don't recall any others.

Q Okay. Your guilty plea in the District of New Jersey was made public in July of 2024. Do you know how much cash and non-CBRM real estate you had as of that date?

A I wouldn't know sitting here today.

Q I understand when one is on parole, they have to fill out a financial net worth form for the Bureau of Prisons and their probation officers. Have you filled out those forms?

A I'm still in custody, so I wouldn't -- I guess maybe for

the -- I'm not -- I'm not very experienced in this matter. But, I assume if you're saying, and you're an attorney, that this is what's done, I guess when I get the parole, then I'll have to do something like that. But, I'm still considered a prisoner in custody. So, as of today, I don't recall filling out any forms like that.

Q Okay.

MR. KAMENSKY: And, Rich, it's Dan Kamensky. Sorry to interrupt. If I might, Ms. Bezner, Dan Kamensky. I'm the trustee for Crown Capital. Just a follow-up from Rich's question. When you went through probation and they made a recommendation for sentencing, did they -- did you provide information to them about your financial net worth that enabled them to come up with a sentencing recommendation?

THE WITNESS: That whole time in my life is a little fuzzy. I can try to get with my lawyers and see what they have. I'm not sure what was or wasn't provided. I'll try to get it from my lawyers. But, in interest of full disclosure, I think my lawyers are named in this bankruptcy, because they're coming after me for money. So, I'm going to do my best efforts to get that information from them.

MR. KAMENSKY: And the probation department will prepare a report. It's prepared confidentially, provided to you. That report will include a summary and review of your financial net worth. It'll also include a summary of their

view of your individual background. Would you consent to providing that report to Ms. Bezner?

THE WITNESS: I would have to discuss that with my counsel before providing private information like that.

MR. KAMENSKY: And I'd have you consider whether or not to the extent that you look at the report and there's information, individual or personal information that you don't want to provide, that you consider providing the financial portions of that report to Trustee Bezner.

THE WITNESS: I will discuss it with my attorney.

MR. KAMENSKY: If I can just ask one follow-up question here. When Dan Stolz was asking you about the proceeds of the bond offerings from CBRM, you mentioned proceeds were used to pay off a lot of credit in part. Can you just explain a little bit more about the line of credit that was in place and who that was with?

THE WITNESS: The line of credit was with UBS O'Connor.

MR. KAMENSKY: And was that line of credit provided to you personally or provided to CBRM?

THE WITNESS: It was provided to CBRM.

MR. KAMENSKY: So, UBS O'Connor, you're saying the proceeds from that earlier loan were used to finance CBRM?

THE WITNESS: Yes.

MR. KAMENSKY: And do you recall approximately how

much that was outstanding under that line of credit?

THE WITNESS: Approximately in the seventies of millions.

MR. KAMENSKY: Sorry?

THE WITNESS: Approximately in the seventies of millions. I don't recall the exact number.

MR. CORBI: I just had two more follow-up questions. Once again for the record, Richard Corbi, for the RLA Consulting Creditor Recovery Trustee for CBRM and Crown Capital.

BY MR. CORBI:

Q On the SOFAs -- on SOFA Question 27(a), that's -- is that -- that has the list of all the entities that you have an interest in. Do you have any other -- do you have any org documents for those, like, operating agreements or anything like that for all your interests in any of these companies?

A Unfortunately, no.

Q Okay. Just to go on that, you had said earlier that you and CBRM were, quote, "the same thing," it was your personal business because it was an S corp. Did you have different, you know, like, check stock or invoices for different companies? Or was it all just under one umbrella?

A I wouldn't know, because I wasn't so involved in the accounting side of the business.

Q Okay.

A I just don't want to testify to something that I'm not aware of.
Q Yeah, I'm not -- I'm not trying to do a gotcha and trap you. I'm just, you know, following up. So --
A Sure.
Q The last question I had is, have you formed, owned, or managed any charitable organizations?
A Yes, I have.
Q Okay. And do you know the names -- what the names of those are?
A The only one that I recall sitting here today that actually, like, had activity, and again, maybe down the line, like, I formed something for something, and nothing ever happened with, so, I don't want to say that this is the only one, because I simply don't remember. But, the only one that I do remember that was active was the MMS Family Foundation.
Q Okay. Did any of your immediate family receive any compensation or benefits from the charity?
A Not that I recall. The charity was run as, you know, I don't know how familiar the people on the call are with Orthodox Jews, how we operate. Some, you know, the Torah, it says that a person, a poor person needs to give percent of his money away for charity. And that's a poor person. And if someone is more substantial, they have to give more.
Q Okay.

A I always try to give away a significant amount of money to charity, and I used MMS to do exactly that. So, the way I recall is, everything that went into that charity was distributed to poor or financial -- like, not financial institutions but supported like school, education institutions and so on and so forth.

Q Just to -- just a general question. When you were running CBRM, did you have a collection -- did you have any, like, storage facilities or safe deposit boxes in any institutions or banks?

A Not that I recall.

Q Okay. Did you have any, you know, expensive cars, jewelry, watches, anything like that?

A So, I did at times. I always liked cars. But, I think before -- even before my problem started, I got rid of the majority if not all of my cars.

Q Do you know what cars were they?

A I don’t recall all the models. But, I had a Mercedes G-Wagon. I had a Ford Raptor. I don’t recall all the models. I would have to try to dig it up.

Q Did you have any watches or art collections?

A No art collections. I did have some watches. And, unfortunately, I sold it to make some mortgage payments.

Q Okay. What watches were they?

A The Tech 3. I don’t know the model number, but with,

like, a stop sign face. I forget.

Q Oh, okay. Yeah. I'm a watch guy, so I know them well. And is that it?

A I think I probably had two of those. And that's it. Maybe, like, many years, maybe like ten years ago, I had some Rolexes, but --

Q Okay.

A -- I got rid of them.

MR. CORBI: Okay. That's all I have for now. I'll reserve the right to follow-up questions. Thank you, Mr. Silber, for being forthcoming. Thanks, Ms. Bezner, for your intelligence. And thank you, Warren, for, you know, setting it up.

MS. BEZNER: Does anybody else have any questions they'd like to ask?

MR. SAVETSKY: I just have one follow-up, Karen.

MS. BEZNER: Sure.

MR. SAVETSKY: Mr. Silber, did Crown have a woman who was a CFO?

THE WITNESS: I think -- I think we did, yes.

MR. SAVETSKY: And what was her name?

THE WITNESS: Laura Rosenberg (phonetic).

MR. SAVETSKY: Okay. And have you had any contact with her at all since your troubles began?

THE WITNESS: No.

MR. SAVETSKY: Would she be helpful to us in trying to reconstruct the financial records that are on your computer that you can't reconstruct without it?

THE WITNESS: I don't think so. Because I'm not sure where the employee stands, and some of the employees actually cooperated with the Feds against me. So, you know, I'm not sure if the Feds were going after all employees.

So, the way I heard from my family is that every one of my, you know, employees that I came into interaction with, like, stepped away and wouldn't take anyone's phone calls. So, be my guest. But, from my perspective, I don't think these people will talk to me.

MR. SAVETSKY: Okay.

MR. KAMENSKY: And I know I'm cutting off Mr. Savetsky, but if I can ask a follow-up to that. Just in terms of reconstructing, I guess, maybe in some of the records here, where were electronic records kept? I sort of understood that there was an external IT provider that was used at CBRM. And so (indiscernible) comment a little bit in terms of, you know, who the depositories were, who was handling the technology. Other ways that we might be able to reconstruct some of those records.

THE WITNESS: So, I'm not sure, you know, who the vendors were, because, as you know, running the company, that wasn't really what my day-to-day focus was, but, I do remember

that we definitely had our own server. But, while I was incarcerated, the bank either foreclosed or put a receiver into the property that had everything there. So, again, I don't know.

To be fair, I never went back there. That's a dark place for me. I decided in my life I'm moving forward and I'm not moving backwards. And I'm not sure if they exist or if they don't exist, but, everything was housed in 100 Franklin Square Drive -- 100 Philips Parkway. Sorry. 100 Franklin Square was my old building. 100 Philips Parkway in Montvale, New Jersey.

MS. BEZNER: Is that it? Are there any further questions?

UNIDENTIFIED SPEAKER: You're muted, Mike.

UNIDENTIFIED SPEAKER: Can you hear me now?

UNIDENTIFIED SPEAKER: (indiscernible)

MS. BEZNER: Mr. Silber, I note that you paid a retainer to Warren Martin as your counsel for $100,000. What is the source of that money?

THE WITNESS: That's difficult. There's some difficulty there. Basically, me and my dad were estranged for many years. And I got off my high horse that wasn't so high anymore, and I went to him and begged him and convinced him that -- to pay for my legal fees, and he was gracious enough to do that.

MS. BEZNER: I appreciate that. You're not wrong. All right. Are there any further questions?

MS. MANNIX: I have a question.

UNIDENTIFIED SPEAKER: I think Michael's trying, but has some audio problems. Make a signal.

MS. BEZNER: Who is trying to speak? Michael.

MS. MANNIX: I have a few questions while Michael figures out the tech issue, if that's okay? Erica Mannix of Lowenstein Sandler on behalf of Copper and Magnolia Property Owner, LLC.

EXAMINATION

BY MS. MANNIX:

Q Just a few questions for you, Mr. Silber. Do you know what your equity in CBRM was valued at at the time that you turned it over as part of CBRM's confirmed plan? So, that was around November of 2025.

A Unfortunately, I was in prison, not giving anything financial too much thought at that time.

Q Okay. And a bit earlier the Trustee asked you about your personal accountants, and you named Phillip Stern and Company and Marcum LLP. Were there any other accountants that you recall that provided services to you for personal reasons?

A Not that I recall.

MS. MANNIX: Okay. Thank you very much. And we'll reserve our right for follow-up questions.

MR. SAVETSKY: Ms. Bezner, can you hear me?

MS. BEZNER: Yes, I can.

MR. KAMENSKY: I apologize. Just on the accounting question, if I can just follow up. Does the firm Bernstein & Pinchuk sound familiar to you, Mr. Silber?

THE WITNESS: Yes, they're part of Marcum.

MR. KAMENSKY: Yeah. Thank you.

MS. BEZNER: Mr. Savetsky?

MR. SAVETSKY: Okay. If you can hear me, if I may? I'm on video, but I'm using the audio on the phone.

MR. BEZNER: Okay.

MR. SAVETSKY: Okay, if everyone could hear me, okay.

EXAMINATION

BY MR. SAVETSKY:

Q So, Mr. Silber, I just have a few questions about one of the items in your schedules that you spoke about earlier briefly.

MR. MARTIN: Michael, could you just identify the firm and client first?

MR. SAVETSKY: Sure. So, this is Michael Savetsky with Sills Cummis & Gross. We represent Spano Investor LLC.

MR. MARTIN: Thank you.

Q Okay. Thank you. I apologize. So, on Schedule, your bankruptcy Schedule A/B, and this was mentioned earlier, there was listed a 5 percent interest in Vecta Partners LLC. I just

had a few questions about that. Can you tell us please, what is Vecta Partners' business, what is it in?

A Vecta Partners is a holding company.

Q And it holds what?

A It holds a company by the name of Vecta, Inc., which holds Sunnyside Federal Savings.

Q Okay. So, it's a bank?

A That's correct.

Q And it owns 100 percent of that bank?

A As far as I know, yes.

Q Okay. Do you know whether or what value Sunnyside has as we stand here today, approximately?

A I was basically pushed out of that process due to the Federal Reserve and FDIC regulations. But, last I was aware, the bank was in contract to be sold for, I think, approximately $9 million.

Q And do you know who was in place to buy that or made that offer?

A JAG Partners Incorporated (phonetic).

Q Okay. And just, do you know whether that sale may go forward or the status of that is at this point?

A Again, they don't talk to me and they don't give me any information, so I'm not sure.

Q Okay. Just taking a step back, when do you acquire your interest in Vecta Partners?

A I don't recall the time.
Q Do you recall how much you paid for it?
A I don't recall the exact numbers.
Q Approximately?
A I know it was about twenty million, but I don't recall the exact numbers.
Q Okay. Thank you. Now, I understand you only own 5 percent of it today. Was there a time where you owned more than that 5 percent of Vecta?
A Can you repeat that questions, please?
Q Yes. My understanding from your schedules and what was said earlier that you own 5 percent of Vecta Partners. Who owns the other 95 percent? And did you own all of Vecta previously?
A The other 95 percent is owned by my wife.
Q Okay. At what point in time did she come to own that 95 percent?
A I'm not sure exactly when it was, but some years back.
Q Does that mean that you transferred 95 percent to her?
A When you say transferred, I'm not sure what you're referring to.
Q Well, did you at one time own a hundred percent of Vecta Partners LLC?
A Yes.
Q Okay. So, at what point and how did your wife come to own

95 percent?
A As I mentioned earlier, I don't remember the exact time when it was transferred. But, the reason it was transferred was that she obligated herself to pay my legal fees as part of my DOJ case.
Q Okay. So, you transferred 95 percent to her in return for taking on that obligation to pay your legal fees?
A That's correct.
Q And you don't remember -- or I guess, let me phrase it differently, approximately when that occurred?
A As I mentioned earlier, I don't remember the exact time frame.
Q I just had a couple other questions about Vecta. So, you transferred that to your wife. It was in return, like you said, for the -- for her agreement to pay your legal fees in connection with the DOJ investigation. So, was any other payment made to you or that was it?
A Payment made to me (indiscernible).
Q For the 95 percent.
A No, I don't think so.
Q Okay. Thank you.
MR. STOLZ: I have a couple of follow-ups on that, Mike, if you don't mind, just before you that leave that topic.
MR. SAVETSKY: Go ahead.
MR. STOLZ: So, Mr. Silber, when you said they're

selling it for nine million, who's the they?

THE WITNESS: The bank has one of these blind trustees appointed by the Fed.

MR. STOLZ: Do you know who that is?

THE WITNESS: I forget his name.

MR. STOLZ: Okay. Is there someplace you could find his name for us?

THE WITNESS: I can try to look for it. I'll ask my wife if she has it.

MR. STOLZ: Okay. And where did she get the money from to pay your legal fees?

THE WITNESS: She had her own money.

MR. STOLZ: How did you know that? I think you told me before that you didn't know anything about her financial -- her financial affairs or where she got her money from. So, how did you know that she had the capacity to pay your legal fees?

THE WITNESS: Because I asked her if she can pay my legal fees and her response was, what's in for me?

MR. STOLZ: Okay. And how much in legal fees did she pay?

THE WITNESS: A lot of money. I don't recall today what it was.

MR. STOLZ: And who did she pay those fees to, what firm?

THE WITNESS: I had many different lawyers. One firm

was Winston Swan (phonetic). I forget the other ones. But, one is in my petition. Oh, Calcagni & Kanefsky.

MR. STOLZ: Okay.

THE WITNESS: And then a few other firms. I have to see if I can find them.

MR. STOLZ: Okay. If you could give us that list of firms, that'd be helpful. Thanks. Sorry, Mike. If you had more questions, I'm done.

MR. SAVETSKY: Okay. Thank you.

BY MR. SAVETSKY:

Q I just wanted to understand, Mr. Silber. You said you still own the 5 percent, and the 95 percent owned by your wife. But now there's some sort of trustee. Does the trustee own those shares? If you still own 5 percent, does the trustee own 95 percent or does your wife own 95 percent?

A I'm not sure I follow your question.

Q Yeah, I'm just trying to understand if the trustee has control of that entity through some sort of arrangement, or if you and your wife still hold the shares, and how that -- do you know how the trustee was put in place and whether ownership was transferred?

A The way my understanding is that it's five percent me and 95 percent my wife. The way I always understood it is that the trustee is just there to comfort the Federal Reserve and the FDIC. I don't think the trustee owns any.

Q Okay. But, the trustee, as far as you know, is trying to sell the interest in, would it be, Vecta, Inc. then?

A That's the last I heard, correct.

Q Okay. Okay. That's all I had. Thank you so much.

MS. BEZNER: Anyone else have any questions?

(No audible response)

MS. BEZNER: I'm going to adjourn this 341(a) meeting to an open date. It is not concluded by any means. I'm going to adjourn it to a further date. And when I have a further date, I will put that on the docket for all to see. If you want to get personal notice, just send me your name and I'll put you on a list.

Otherwise, I believe that we are concluded for the day. Am I correct?

(No audible response)

MS. BEZNER: Thank you all very much. And thank you, Mr. Silber, for your appearance and for your testimony. I very much appreciate it. Thank you. The meeting is over.

UNIDENTIFIED SPEAKER: Thanks, Karen.

MS. BEZNER: Thank you.

UNIDENTIFIED SPEAKER: Thank you for your time.

* * * * *

C E R T I F I C A T I O N

I, KIM WEBER, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, and to the best of my ability.

/s/ Kim Weber

KIM WEBER

J&J COURT TRANSCRIBERS, INC. DATE: April 21, 2026

EXHIBIT J

Transcript of the Rule 2004 Examination of Moshe Silber, June 24, 2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1

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In re: MOSHE SILBER Debtor	

T R A N S C R I P T of the stenographic notes of the proceedings in the above-entitled action, pursuant to notice, held at the law offices of Porzio, Bromberg & Newman on the above date and time, taken by and before KRYSTINA KORNAK FLORA, RPR, CSR, and Notary Public within and for the State of New Jersey.

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ALSO PRESENT:
JOSHUA MERCADO

STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED, by and between(among) counsel for the respective parties hereto, and pursuant to the RULES GOVERNING THE COURTS OF THE STATE OF NEW JERSEY, R. 4:14-3, that:

(A) Examination and Cross-Examination. Examination and cross-examination of deponents may proceed as permitted in the trial of actions in open court, but the cross-examination need not be limited to the subject matter of the examination in chief.

(B) Oath; Record. The officer before whom the deposition is to be taken shall put the witness on oath and shall personally, or by someone acting under the officer's direction and in the officer's presence, record the testimony of the witness. The testimony shall be recorded and transcribed on a typewriter unless the parties agree otherwise.

(C) Objections. No objection shall be made during the taking of a deposition except those addressed to the form of a question or to assert a privilege, a right to confidentiality or a limitation pursuant to a previously entered court

order. The right to object on other grounds is preserved and may be asserted at the time the deposition testimony is proffered at trial. An objection to the form of a question shall include a statement by the objector as to why the form is objectionable so as to allow the interrogator to amend the question. No objection shall be expressed in language that suggests an answer to the deponent. Subject to R. 4:14-4, an attorney shall not instruct a witness not to answer a question unless the basis of the objection is privilege, a right to confidentiality or a limitation pursuant to a previously entered court order. All objections made at the time of the examination to the qualifications of the officer taking the deposition or the person recording it, or to the manner of taking it, or to the evidence presented, or to the conduct of any party, and any other objection to the proceedings, shall be noted by the officer upon the deposition. Evidential objections to a videotaped deposition of a treating physician or expert witness which is taken for use in lieu of trial testimony shall be made and proceeded upon in accordance with R. 4:14-9(f)

(D) No Adjournment. Except as

otherwise provided by R. 4:14-4 and R. 4:231(a) all depositions shall be taken continuously and without adjournment unless the court otherwise orders or the parties and the deponent stipulate otherwise.

(E) Written Questions. In lieu of participating in an oral examination, parties may serve written questions in a sealed envelope on the party taking the deposition and that party shall transmit them to the officer, who shall propound them to the witness and record the answers verbatim.

(F) Consultation With the Deponent. Once the deponent has been sworn, there shall be no communication between the deponent and counsel during the course of the deposition while testimony is being taken except with regard to the assertion of a claim of privilege, a right to confidentiality or a limitation pursuant to a previously entered court order.

* * *

I N D E X

WITNESS	EXAMINATION BY	PAGE
MOSHE SILBER	MR. STOLZ	8

EXHIBITS:

EXHIBIT	DESCRIPTION	PAGE
T-1	Debtor's Responses and Objections to the Subpoena for Rule 2004 Production of Documents	14
T-2	A Mark Silber organizational flowchart	25
T-3	Form 101 Voluntary Petition for Individuals Filing for Bankruptcy	41
T-4	Bates M.Silber-021823 to021825	66
T-5	Moshe (Mark) Silber Statement of Financial Condition December 31, 2022	71
T-6	Account summary for 14 Enclave Owner, LLC	72
T-7	Checking summary for Miriam Mizrachi	78
T-8	Evidence of property insurance dated April 24, 2025	93
T-9	Check No. 1021 for $1,665,000	103

T-10	Work papers from Phillip M. Stern & Co	125	7
T-11	Definition of other structure	129	
T-12	A mortgage document	130	
T-13	State of Louisiana Secretary of State document	132	
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T-20	Flagstar Bank statements	138	

M O S H E S I L B E R,

called as a witness, having been first duly affirm by a Notary Public within and for the State of New Jersey, was examined and testified as follows:

EXAMINATION BY

MR. STOLZ:

Q. Mr. Silber, as you know, my name is Daniel Stolz. I'm an attorney at the law firm of Stevens & Lee and we're special litigation counsel to Karen Bezner, the Chapter 7 trustee in your bankruptcy case.

What we're conducting this morning is what's called a Rule 2004 examination, which refers to Rule 2004 of the bankruptcy rules of procedure. That rule allows a trustee or other parties in interest latitude in asking questions to the debtor with regard to assets, liabilities, financial transactions, and related matters.

I'm going to be asking you a series of questions; showing you documents relating to your financial transactions; your affairs; your assets; your liabilities.

It's not my intention, Mr. Silber, to

trick you in any way. If you don't understand one of my questions, please ask me to clarify and I'll be glad to do so. The court reporter is taking down everything that we say, and it's necessary for you to speak loudly. I know you don't have a loud voice, but please try to keep your voice up, speak clearly; no gestures, no nods of the head.

If you need to have me clarify a question, ask me to do so. If your counsel objects to any question, please let them put their objection on the record and give you a direction before you answer.

If you need a break at any time, please finish answering my question, and once you've finished answering my question and if you need a break I'll be glad to accommodate you.

Do you understand all my instructions?

A. Yes.

Q. Are you taking any medication or is there any reason why you can't answer my questions today?

A. No.

Q. Do you have any questions of me before we begin the examination?

A. No.

MR. HOLLANDER: Danny, the e-mail that you sent to me yesterday regarding my questions about the rule -- the various subpoenas that your firm may have issued and whether you were going to use any documents obtained from them, I'd like to put my objection on the record now, and have it noted for the record, that in our view it's come to our attention, in at least one instance, that, while you were at Genova Burns, your office on behalf of the Chapter 7 trustee caused a subpoena to be issued to JP Morgan Chase seeking various documents and electronically stored information, that, according to the schedule attached to the subpoena, encompassed significant records that might relate to our client Miriam Mizrachi, in her individual capacity, or relate to LLC or other entities in which she has an interest.

As you're aware, no copy of that subpoena or any other subpoenas that you might have served while you were at Genova

Burns on behalf of the Chapter 7 trustee in this case or on behalf of the CBRM liquidation trust, were ever served on Ms. Mizrachi or any of her counsel.

And in our letter from yesterday, we asked that you disclose to us the full extent of these third-party subpoenas that you served so that we could understand the extent to which others of them may have schedules that incorporate information relating to our client, Ms. Mizrachi, either individually or entities in which she has an interest in. And my understanding is that you've declined to do that, and you've also declined to provide us with copies of any of the responses that you may have received to any of those other subpoenas, including the subpoena served on JP Morgan Chase.

So as articulated in our letter to you from yesterday, our belief is that under Rule 2004, Rule 2016, and Federal Rules of Civil Procedure 45 the party issuing the subpoena was required. To the extent the subpoena sought any records relating to

Ms. Mizrachi individually or entities that she has an interest in, the parties serving the subpoena were required to give us a copy in advance, which wasn't done. And to the extent that you've gotten any responses and attempt to use any of those documents in this proceeding, we believe that the responses to an invalid subpoena and any use of those documents are tainted by the fact that you obtained them through an unlawful means and we're reserving all of our rights to raise that issue with the Court and seek an appropriate remedy from the Court for the fact that it appears that a significant number of subpoenas were issued, that they should have been served on Ms. Mizrachi or her counsel before they were served on the third parties, and, yet, none of that was done.

MR. MARTIN: I'll just, you know, add that we join in that objection on behalf of the debtor. I'm aware of two, besides the one that Mr. Hollander mentioned. One was on the law firm that -- with respect to payment

of fees, and the way we learned of that is the law firm called us and said we got a subpoena, is it okay if we give a following response, to which we answered, yes, go ahead. So we don't have an objection to use of that discovery, because we got the information and we consented.

The other one we recently became aware of but have not seen anything was a subpoena against Google.

But, in any event, the debtor joins in the standing objection put on the record by Mr. Hollander.

MR. STOLZ: Okay. You're objections are noted. I just will clarify, I'm not going to get into a debate with you folks here, we've had this exchange with Ms. Parisis and sent her our interpretation that Rule 2004 is an investigative tool, that Rule 45 doesn't apply in this instance. Presumably, we'll take that issue to Judge Kaplan at some point in time.

Just to clarify, I have never issued a subpoena to anybody seeking documents from

Ms. Mizrachi on behalf of the CBRM trustee. And we, to my knowledge, have not issued any subpoenas to Google. I believe that also came from the CBRM trustee.

But with that, we'll proceed.

All right. Let's mark T-1 please.

(Whereupon, Debtor's Responses and Objections to the Subpoena for Rule 2004 Production of Documents was marked as Exhibit T-1 for identification.)

MR. HOLLANDER: So, Dan, the only other thing that I will note is that under Rule 2004, the only way you can compel attendance and the production of documents or electronically stored information is by compelling them under Rule 9016, which incorporates, by reference, the provisions of Federal Rules of Civil Procedure 45. And so in Section 45(A)(4) clearly requires that the party issuing the subpoena must serve a copy on any other party to the proceeding. In this case, at the time the JP Morgan subpoena was served, Ms. Mizrachi was a party to an adversary proceeding, in which you

represented the plaintiff. And the case law, under Rule 2004, says that the reference to having to serve any party to a 2004 proceeding refers to any party in interest, and certainly, to the extent any of the subpoenas requested documents that involve Ms. Mizrachi's personal affairs or accounts, or the accounts or affairs of entities in which she had an interest, she would certainly be a party in interest.

So I just want to clarify that.

MR. STOLZ: Your position is noted.

Okay. Can we show the witness T-1.

MR. MARTIN: He has it.

Q. Mr. Silber, I'm showing you what's been marked T-1 for identification, which are your counsel's responses and objections to the subpoena for Rule 2004 production of documents.

Have you seen this before?

A. I'm looking at it now.

Q. Have you seen it before?

A. Yes.

Q. And did you review this before your counsel sent it to us?

A. Yes.

Q. And to the best of your knowledge, is the information contained in that response complete and accurate?

MR. MARTIN: It was. It's not on the docket.

A. Yes.

Q. Let me ask you to turn to page 5.

MR. MARTIN: Mr. Stolz, Mr. Silber was just pointing out to me there's social security numbers in there and the like, and I told him it's not in the docket. To the extent we ever have discovery litigation, just let's note that there will need to be redactions.

MR. STOLZ: And to the extent we use this and we provide exhibits to any of the other counsel, remind me and we'll redact it.

Q. So page 5 you talk about the fact that you have been -- you don't have access to certain books and records, and you suggest that Elizabeth LaPuma, who is the independent fiduciary for CBRM, is in possession of the majority of your records.

Is that correct?

A. To the best of my knowledge, yes.

Q. And are you suggesting, Mr. Silber, that Ms. LaPuma has records relating to your personal affairs and your personal assets?

A. No.

Q. And what about businesses other than CBRM? Would Ms. LaPuma would have records with regard to businesses other than CBRM?

A. No.

Q. And, also, you assert that certain records were maintained in an office space located at 100 Philips Parkway in Montvale, New Jersey, and that you've been denied access to that facility.

Is that accurate?

A. Yes.

Q. And in what way did you request access to that facility?

A. I tried using my key card.

Q. Okay. So who's in control of that facility?

A. At this point, I'm not sure.

Q. And when did you try to use your key card to get in there?

A. I don't recall the exact time.

Q. Was it within the last six months?

A. I think so.

Q. And what records do you think would be in that facility in Montvale?

A. Servers.

Q. Servers containing your personal information?

A. Potentially, yes.

Q. So what business operated out of that Montvale facility?

A. CBRM and affiliated companies.

Q. And so you don't think that Ms. LaPuma has your personal records, but you think personal records might be on servers in Montvale?

A. That's what I said, yes.

Q. At your 341 Hearing, Mr. Silber, you testified that when you went to prison there was a laptop at your house with certain records on it, and that when you returned from prison that laptop was gone. Do you remember that testimony?

A. Yes.

Q. And is that accurate?

A. Yes.

Q. And when you -- when did you go to

prison? What was the date?

A. February 24, 2025.

Q. And when did you -- when were you released from prison?

A. December 18, 2025.

Q. And so when, after December of 2025, did you go to your house and look for that laptop?

A. When I was home for the weekend.

Q. When was that?

A. Immediately after release.

Q. And where was that laptop when you last saw it in the house?

A. In my study.

Q. And did you look in your study for the laptop when you went to the house?

A. Yes.

Q. And when you noted that it was not there, did you ask your wife where it was?

A. Yes.

Q. And what did she say?

A. She's not sure.

Q. And do you have any idea who could have had access to your study in the time of those months that you were incarcerated?

A. No clue.

Q. No clue, okay.

Did you file a police report with regard to your missing laptop?

A. No.

Q. Did you file an insurance claim with regard to your missing laptop?

A. No.

Q. What other efforts have you taken to find that laptop?

A. I searched my entire house.

Q. What records were on that laptop?

A. I don't know exactly what records, but I used it on a day-to-day basis.

Q. What brand laptop was it?

A. Dell.

Q. Okay. So on May 8, 2025, you were incarcerated at that time, correct?

A. Yes.

Q. Okay. And were you aware that your wife was deposed by counsel for Spano on May 8, 2025?

A. I guess so.

Q. And at that deposition, your wife

testified that you had an office at the house located at 41 Powder Horn with a computer and certain records in it. Was that computer present when you were released from custody?

A. I answered it previously. No.

Q. So the computer that your wife was referring to was a laptop?

A. Yes.

Q. So there was never a physical computer in that office?

A. No.

Q. And were there any records located in your office at 41 Powder Horn?

A. When you mention "office," I didn't answer that my laptop was in the office previously.

Q. Is there a study and an office at your house at 41 Powder Horn?

A. Yes.

Q. Okay. So was there a computer anywhere, physical computer, other than the laptop anywhere in your house?

A. Yes.

Q. Where?

A. In the basement.

Q. And what records were on that computer?

A. That's a family computer that the kids play with.

Q. And what records were located at your house regarding your personal affairs/your business affairs at 41 Powder Horn; physical records?

A. Probably nothing.

Q. So when your wife was deposed in May of 2025 she produced certain records to counsel for Spano. Are you aware of that?

A. No.

Q. If she produced records, do you know where she would have gotten those records from?

A. No.

Q. So if she produced organizational charts with regard to your business or financial statements for you, you have no idea where your wife would have gotten those from in May of 2025?

A. No.

Q. Did you talk to your wife at all before her deposition about her testimony in response to Spano's questions?

A. I don't recall.

Q. Mr. Silber, how old are you?

A. 36.

Q. And where were you born?

A. In a hospital.

Q. In what state?

A. New York.

Q. And what are your parents' names?

A. My father's name is Zalman; and my mother's name is Sarah.

Q. Is your mother still alive?

A. Yes.

Q. And your parents don't live together, they're divorced?

A. Correct.

Q. And where does your father live?

A. In Monsey, New York.

Q. What's the address?

A. 12 Miriam Lane.

Q. And where does your mother live?

A. In Lakewood, New Jersey.

Q. And is the house your father lives in now the house you grew up in?

A. No.

Q. Where was the house that you grew up in?

A. In Brooklyn, New York.

Q. And when did your father moved to Monsey?

A. In 2001.

Q. Did you go to college, Mr. Silber?

A. No.

Q. What was your first job and how old were you when you had that job; full-time job?

A. My first job was with a company called Culinary Depot, and I was 14 years old.

Q. Was that a full-time job?

A. Yes.

Q. Can you take me through your employment from that point, when you're 14, until you formed your first business?

A. I don't really recall. It's a bit cloudy.

Q. When did you form your first business?

A. I don't recall.

Q. What was the first business that you formed?

A. I'm not sure.

Q. When you formed your first business where did the money come from to form that business?

A. I don't recall.

Q. Did your father ever help you fund any of your businesses that you started?

A. Yes.

Q. And you don't recall the name of any of the businesses that you first started your first business? It's cloudy?

A. That's correct.

MR. STOLZ: Okay. Let's mark T-2.

(Whereupon, A Mark Silber organizational flowchart was marked as Exhibit T-2 for identification.)

Q. So I'm showing you -- and I apologize for the quality of this. I'm showing you a Mark Silber organizational flowchart.

Have you ever seen this before?

A. I don't recall.

Q. Well, I'll represent to you that your wife produced this document at the Spano deposition.

Does it look accurate to you?

A. No.

Q. What's inaccurate about it?

A. There's a couple of ownership interest that are off in this org chart.

Q. Can you tell us which ones those are?

A. Freedom Park Apartments and Rhodium BA Holdings.

Q. So Freedom Park Apartments shows that you own 60 percent. What's inaccurate there?

A. I think I own 100 percent.

Q. And Rhodium, which Rhodium is it?

A. BA Holdings.

Q. And what's inaccurate there?

A. I own five percent of that.

Q. Okay. But when this chart -- let's assume this chart was prepared sometime before you had transferred your interest Rhodium BA to your wife, would this have been accurate prior to that transfer?

A. I don't recall creating this document, so I can't testify to that.

Q. Okay. So the other businesses on this chart -- let's just talk a little bit about Rhodium.

You had a number of businesses with the first name Rhodium to it.

It's R-H-O-D-I-U-M. Is that right?

A. That's correct.

Q. You had a number of businesses under

the name Rhodium. Was there a particular significance to that name?

A. It's a precious metal.

Q. And did you select that name to attach to your businesses?

A. Yes.

Q. In some places I see it also shown as RH. Was that an abbreviation used for Rhodium in certain places?

A. It wasn't an abbreviation. It was just RH.

Q. RH was different from Rhodium?

A. Yes.

Q. And so let's talk about the period prior to the formation of CBRMs and Crown.

When was CBRM-Crown formed?

A. I don't recall the exact dates.

Q. Give me a range.

A. I think CBRM was formed in 2008.

Q. So prior to 2008, did you own a number of companies called Rhodium?

A. No.

Q. The entity Rhodium Digital that's on this chart, did that exist before CBRM?

A. I don't recall when it was formed.

Q. So do you recall, Mr. Silber, before you formed CBRM what businesses you owned immediately before -- say, the day before you formed CBRM, what businesses did you own?

A. I don't recall.

Q. You don't recall any other businesses you owned the day before you formed CBRM-Crown?

A. No.

Q. Now, I want to take an overview of your business model. The properties that you owned in your variance entities were multifamily housing largely?

MR. HOLLANDER: I object to the question; the form of the question.

Q. You can answer.

A. I had different entities for different things.

Q. What types of entities and what types of things?

A. Generally LLCs.

Q. Excuse me?

A. Generally LLCs.

Q. But I'm asking you what assets those

LLCs owned.

A. Whatever asset that I was buying.

Q. And was there -- the majority of the assets that you bought, were they of a particular kind?

A. Yes.

Q. And what was that kind?

A. Multifamily apartments.

Q. And were a portion of those multifamily apartments Section 8 properties?

A. Yes.

Q. And so is my understanding correct that at a Section 8 property, the U.S. Government pays a significant portion of the rent?

A. Depending on the property.

Q. But is it common that HUD Section 8 property, the government pays a portion of the rent?

A. Yes.

Q. And how did you decide which properties to buy? Tell me your process.

A. Gut feeling.

Q. A gut feeling, okay.

Where did you find the properties?

A. I had brokers across the country

calling us.

Q. When you say "calling us," before CBRM who was "us"?

A. My staff.

Q. And can you tell me who was on that staff?

A. I don't remember their names.

Q. And do you remember how many properties you owned in whatever entities before 2008?

A. I don't think I owned any properties before 2008.

Q. Prior to 2022, did your wife own any properties?

MR. HOLLANDER: I'll object to that question. I don't believe the purpose of this deposition is to inquire into the assets of his wife, who's our client.

MR. STOLZ: It's a 2004 examination. I'm going to ask the questions. He's going to answer. You could put your objection on the record.

MR. HOLLANDER: I'm putting my objection, because that has nothing to do with the 2004 exam, particularly in the

context where you had already filed an adversary proceeding, in which Rule 2004 wouldn't be applicable, and the discovery in respect of that adversary proceeding would be governed by the bankruptcy rules applicable to an adversary proceeding.

And I don't believe that this is the proper form for you to ask my questions that in any way relate to any assets that Ms. Mizrachi owns, or relating to what had been the subject of the adversary proceeding, which you then chose to dismiss. But the fact that you chose to dismiss it, doesn't negate the fact that this is not the proper form for you to ask questions about what had been the subject matter of that proceeding.

MR. STOLZ: Your objection is noted. A 2004 examination, by definition, is a fishing expedition. We're allowed to ask anything that could possibly relate to the administration of the bankruptcy case, and, as you noted, the adversary proceeding is dismissed, so I'll ask my questions and you could object each time. I'm going to

continue my questions.

MR. HOLLANDER: In light of the proceeding rule, there are limits to what you can use 2004, and I believe what you're about to ask a question about exceeds those limits.

MR. STOLZ: That's fine.

MS. PARISIS: And I don't think we're there yet either, but we're also going to object, and to the extent that there are any questions asked relating to the now dismissed adversary proceeding, and we will instruct Moshe not to answer those.

MR. STOLZ: Okay.

Q. Prior to 2022, Mr. Silber, did your wife own any properties?

A. I think she did.

Q. And what do you think she owned?

A. I don't recall all of them.

Q. All of them? There were more than one?

A. I think so.

Q. And you don't recall any of them?

A. I don't recall all of them right now.

Q. All of them or any of them?

A. Any of them.

Q. During your marriage, who generally handled the family finances?

A. Outside bookkeepers.

Q. Was your wife involved in handling the family's finances?

A. At times, yes.

Q. What aspects of the family finances did she handle?

A. I'm not sure since I didn't really -- I wasn't really part of those communications.

Q. Okay. Who maintained the records regarding your business interests? Did your wife ever maintain any of those records?

A. I don't think so.

Q. And who communicated with accountants regarding tax returns? Did your wife -- was your wife ever involved in any of those communications?

A. I don't think so.

Q. Okay. And who communicated with attorneys regarding business transactions? Was your wife ever involved in those?

A. I don't think so.

Q. And with regard to obtaining mortgages and financing, was your wife ever involved in those

communications?

A. I'm not sure I understand that question.

Q. So if you were obtaining a mortgage on your house or financing properties that you owned in your businesses, was your wife ever involved in communications with regard to those?

A. My wife wasn't involved in the business.

Q. Did your wife ever have any role in managing any of your business entities?

A. No.

Q. Prior to 2023, did your wife own any business herself?

A. I'm not sure.

Q. Did your wife ever work or perform services for any of your businesses?

A. I don't recall.

Q. Did she ever receive a salary or any funds of any type from any of your businesses?

A. I don't recall.

Q. Could your wife have ever received funds from your businesses without you having known it?

A. Can you repeat that question, please?

Q. Could your wife have ever received any compensation or funds from your businesses without you having been aware of it?

A. I don't think so.

Q. Is your father currently married?

A. Yes.

Q. Do you know whether his wife owns any interest in his house or any of his businesses?

A. I don't know.

Q. Are any of your male siblings married?

A. Yes.

Q. Do you know who owns their houses?

A. No.

Q. Do you know who owns any of their businesses?

A. No.

Q. Were any of your siblings or relatives involved in any of your businesses?

A. I don't recall.

Q. And where do you currently reside?

A. 41 Powder Horn Drive.

Q. And is that full-time now?

A. Yes.

Q. When did you -- when were you allowed to return home full-time?

A. June 17th.

Q. Is your criminal sentence concluded now?

A. No, it's not.

Q. What's the current status of your criminal sentence?

A. I'm currently on home confinement.

Q. And after home confinement, will there be a period of probation?

A. Yes.

Q. Do you report to a probation officer now?

A. I report to the officers of the halfway house.

Q. Is there a probation officer at the halfway house?

A. No.

Q. Do you have a probation officer at the present time?

A. No.

Q. And when you were sentenced -- prior to your sentencing, did you submit any financial

information to the prosecutors or to the probation office?

A. I don't recall.

Q. Can you tell me what crimes you pled guilty to?

A. 371 conspiracy to commit wire fraud against a financial institution.

Q. Can you explain to me the conduct you engaged in, which resulted in your indictment and guilty plea?

A. I'm not sure I could answer that question.

Q. Okay. What was the transactions -- what were the transactions that led to your indictment?

A. You want to know my opinion?

Q. Sure.

MR. MARTIN: Before you go there, I mean, I assume he allocuted. Right? He had to present on the record, and that either you have this or it's available. So, you know, I'm not sure what we could add to that other than what he just suggested, which is his opinion.

MR. STOLZ: Okay, we could move on. I don't need his opinion.

Q. When did you first become aware that there might be an investigation by the government of your business activities?

A. I think around September or December of 2023.

Q. September or December of '23 or '22?

A. '23.

Q. And that's when you first became aware that there was an investigation?

A. Against me, yes.

Q. Well, what do you mean against you? Was there an investigation against someone else that was related to your business affairs?

MR. MARTIN: Objection. Form.

A. I don't understand that question.

Q. Okay. Well, you said "against me," suggesting that you were aware of some criminal investigation of others. Who are those others that you might have been aware an investigation of?

MS. PARISIS: Object to form.

A. Barry Drillman.

Q. How do you spell that?

A. B-A-R-R-Y; D-R-I-L-L-M-A-N.

Q. And what was his connection to you?

A. I sold him a property.

Q. And what was the criminal investigation of that gentleman that you are aware of?

A. That he defrauded JP Morgan Chase.

Q. So why would you have been involved in any way with that gentleman if you had merely sold him a property and he defrauded JP Morgan Chase?

MR. MARTIN: Objection. Hearsay.

But you can answer.

A. I was subpoenaed for documents.

Q. And when were you subpoenaed for those documents?

A. July of 2023.

Q. Now, in an agreement that you executed with your wife, effective February of 2023, you represented that you were experiencing dire financial difficulties, and you referenced the DOJ action.

MS. PARISIS: Yeah, no --

MR. MARTIN: Objection.

MR. STOLZ: You could object.

MR. HOLLANDER: No, this is --

MS. PARISIS: No, this is where we're getting into --

MR. STOLZ: You could direct him not to answer. That's okay. Let me finish my question and you could do what you want to do.

Q. So in that 2023 agreement with your wife, which you transferred an interest in the bank to her, you represented that you were in dire financial difficulties. What were those dire financial difficulties?

MS. PARISIS: We're objecting and we are going to instruct our client not to answer that question based on the pending proceeding rule.

Q. Are you following your counsel's direction?

A. Can you rephrase your question from the beginning?

Q. Yes. In your agreement with your wife that you entered into in 2023, by which you transferred to her a portion of your ownership interest in the bank, you represented that you were in dire financial circumstances. What were those

dire financial circumstances?

A. What date is that agreement?

Q. It's effective as of February 2, 2023?

A. I've never seen such a document.

Q. Okay. We'll get there.

MS. PARISIS: And we're going to put on the record, again, any questions related to Vecta, the transfer of the bank, anything that was involved with the adversary proceeding needs to be raised in a separate deposition under separate rules.

MR. STOLZ: Let's go to T-3.

(Whereupon, Form 101 Voluntary Petition for Individuals Filing for Bankruptcy was marked as Exhibit T-3 for identification.)

Q. Mr. Silber, I'm showing you what's been marked as T-3 for identification, which is the voluntary petition of the bankruptcy that you filed in September of 2025.

Have you seen this document before?

MR. MARTIN: Hold on. Off the record.

(Whereupon, an off-the-record discussion was held at this time.)

(Back on the record.)

A. No.

Q. You've never seen this before?

A. No.

Q. Do you recall signing a bankruptcy petition in September of 2025?

A. No.

Q. Do you know an attorney named Charles Wertman?

A. Yes.

Q. Who is he?

A. He's an incompetent attorney.

Q. Was he your initial counsel when you filed bankruptcy?

A. He was counsel.

Q. And how did you find Mr. Wertman?

A. Through someone in prison.

Q. Someone in prison recommended you to Mr. Wertman?

A. Yes.

Q. Who is that?

A. He went by Dovy.

Q. So if there's an "S" slash signature, Moshe Silber, in which you say that you've read the bankruptcy petition and it's true and correct, are

you suggesting that Mr. Wertman put that in there, that slash in there, and you actually didn't sign it?

A. Yes.

Q. Can you tell me why you chose to file Chapter 7 in September of 2025?

A. I don't recall.

Q. You don't recall why you filed bankruptcy in September of 2025?

A. That's correct.

Q. So between September of 2025 and March of 2026, did you speak to Mr. Wertman at all?

A. Yes.

Q. And how many times?

A. Maybe once or twice.

Q. Did you become aware that a motion had been filed to move your bankruptcy case from New York to New Jersey?

A. What date would that be?

Q. I'm not clear. I don't remember when it was, but did you become aware that a motion had been filed to move your bankruptcy case from to New Jersey?

A. It's a little foggy, but could be.

Q. Between September of '25 and March of '26, did you transfer any assets? Any company? Anything that you had an interest in to any other party?

A. No.

Q. Why was it in March of this year that you chose to discharge Mr. Wertman and hire the Porzio firm?

A. Because he was incompetent.

Q. How did you find the Porzio firm?

A. Through a friend of mine.

Q. Which friend?

A. His name was Yitzy.

Q. And does he have a last name?

A. Yes.

Q. What's his last name?

A. Hager.

Q. And who paid the retainer to the Porzio firm for representing you in this Chapter 7 case?

A. My father.

Q. Can you tell me how that came about?

MS. PARISIS: Object to form.

A. Can you rephrase that question?

Q. Presumably the Porzio firm told you

that they needed a retainer. Had your father agreed to pay that retainer before you talked to the Porzio firm? Or did you go to your father after you had a first consultation with them?

MR. MARTIN: Objection to form.

You could answer.

A. I don't recall the cycle of events.

Q. Okay. So tell me about the conversation you had with your father that resulted in him paying the Porzio firm the retainer?

A. I told him I need a new lawyer to represent me.

Q. And he said, "Fine, I'll give you the money"?

MR. MARTIN: Objection. Hearsay.

You can answer.

A. He said, "If you would have listened to my advice, you wouldn't have been here."

Q. And what was the advice that he thought you should have listened to?

A. I have no clue.

Q. And has anyone agreed to pay any amounts to the Porzio firm above the retainer?

A. Yes.

Q. Who's that?

A. My father.

Q. And is there a limit on how much he's agreed to pay the Porzio firm?

A. I don't know sitting here today.

Q. Has he paid amounts to the Porzio firm above the $100,000 retainer?

A. I think so.

Q. Do you know who's paying Mr. Hollander?

A. No.

MR. HOLLANDER: I'm going to object. You have no right to ask him who's paying a retainer paid to my office.

Q. Did you have any conversations with your father about your father paying fees to a law firm to represent your wife?

MR. HOLLANDER: Same objection.

Q. You can answer.

A. No.

Q. At any time, have you transferred any assets or funds to your father?

A. No.

Q. Does your father have control of any trusts, accounts, or charity which you or your wife

have ever funded?

A. No.

Q. Are you and your father partners, members, co-owners of any business entity?

A. No.

Q. Is your father a co-owner or a trustee with your wife or children in any business, charity, or trust?

A. No.

Q. So there's no trust for your family of which your father is a trustee or cotrustee?

A. No.

Q. Are you aware that in August of 2025 the creditor Spano took your father's deposition?

A. I remember something vaguely.

Q. Have you ever seen the transcript of that deposition?

A. No.

Q. So at your father's deposition he indicated that even before your legal problems started, you owed him between fifteen and $18 million; is that accurate?

A. I don't recall the exact amount.

Q. Did you owe him a significant amount of

money?

A. Yes.

Q. What were those funds used for, that you borrowed from your father?

A. To invest in some properties.

Q. And did he obtain any ownership interest?

A. I don't remember the exact structure at the time.

Q. And at his deposition your father indicated that in August of 2025 he was writing checks to your family for expenses, and had paid a large amount to your criminal defense lawyers.

Was that testimony accurate?

A. If he said so, it's probably true.

Q. Did you list your father as a creditor in your bankruptcy filings?

A. I don't recall.

Q. Now, at your father's deposition he testified that he gave money to charities, and, in turn, those charities provided support to your family. Do you believe that testimony to be true?

A. I have no clue.

Q. Do you know why your father would

advance money to charities to then give to your family, rather than giving it to the family directly?

A. I have no clue.

Q. At your father's deposition he indicated that he did not have a good relationship with your wife, Miriam. Can you tell me why that was?

MS. PARISIS: Object to form.

A. Family politics.

Q. Can you be more specific? What were the issues between your father and your wife?

MS. PARISIS: Object to form.

A. I'm not sure. You'll have to ask him.

Q. Did your wife ever use the name Miriam Silber?

A. I'm not sure.

Q. Can you tell me why she uses her maiden name rather than her married name?

A. She's very happy with the family name.

Q. And am I right that over the years you and your wife have signed many documents together, including tax returns?

A. I'm not sure.

Q. Can you tell me what your wife's signature looks like?

A. No.

Q. Does she write out her full name or does she abbreviate it?

A. Whatever she's in the mood of.

Q. Did the "M" in Miriam have loops or no loops?

MS. PARISIS: Object to form.

A. I have no clue.

Q. Is the "I" in Miriam and Mizrachi dotted or not dotted?

A. I don't know.

Q. Have you ever signed your wife's name to any document?

A. No.

Q. I'm going to go through a number of names and companies, Mr. Silber, and ask you if you know who they are. The fist name is Melo International. M-E-L-O.

Are you familiar with that company?

A. No.

Q. Never heard of it before?

A. No.

Q. What about Anshei Chesed, Inc.?
Do you know what that company is?
A. I don't think so.
Q. You don't think so.
Do you have a guess at what it might be?
A. It sounds like a charity.
Q. What about Rhodium Legacy, LLC?
A. That's an old company.
Q. What did it do?
A. It tried to purchase life settlements.
Q. And it never did?
A. I don't recall.
Q. What about Constar Construction?
A. I don't know what that is.
Q. What about Devor Realty?
A. It rings a bell, but I can't place it on who that is.
Q. What about Star Development Group?
A. Not sure.
Q. Do you know an individual named Schlomo Pinkasovits?
A. No.
Q. Do you know someone named Michael

Golomb?

A. Yes.

Q. Who is he?

A. He's a neighbor.

Q. Of your house at 41 Powder Horn?

A. Yes.

Q. Is he related in any way?

A. No.

Can we take a break for a second?

Q. Sure.

(Whereupon, a break was taken at 11:00 a.m.)

(Back on the record at 11:05 a.m.)

Q. The next one I have for you is Alexander Bloomberg. Do you know Alexander Bloomberg?

A. I don't recall that name, no.

Q. What about Isaac Leider?

A. Yes, I know him.

Q. Who's he?

A. He's a guy in the community.

Q. What about Yehuda Stanger?

A. I think I went to school with him 20 years ago.

Q. What about Yisroel Kahan?

A. He worked in a cell phone store when I was 12 years old trying to buy a cell phone.

Q. What about Yakov Rosenberg?

A. I don't know who that is.

Q. What about Yochanan Lauber?

A. I don't know who that is.

Q. What about Chaya Silber?

A. I don't know who that is.

Q. What about Liza Nunez?

A. I don't know who that is.

Q. What about Sol Majer?

A. I think he's a past investor.

Q. Investor in what properties?

A. In a property in Lafayette, Louisiana.

Q. And when you say "past," was that property foreclosed? Was it bought out?

A. I don't know where that property is.

Q. What about William Moskovitz?

A. He's also an investor in that same property.

Q. Now, your wife's deposition by Spano, she testified that she had no funds and was being supported by charity.

Was that testimony true?

MS. PARISIS: Object to form.

A. You would have to ask her. I wouldn't know.

Q. And she testified that in 2023 you transferred certain assets to her in connection with estate planning; is that true?

A. Yes.

Q. Did you use an attorney, or an accountant, or an estate planner for that?

A. I consulted with some estate tax attorneys.

Q. What were the names?

A. I don't recall.

Q. Do you remember when the first meeting took place?

A. I don't recall the exact date, but probably around 2015.

Q. 2015?

A. Yes.

Q. Okay. And did you do anything for estate planning in 2015?

A. I don't recall what we did at that time.

Q. Did you do anything for estate planning in 2023?

A. Yes.

Q. What did you do in 2023?

A. We were focusing on taking advantage of the estate tax deductions, I think it's called.

Q. Okay. And who told you about estate tax deductions?

A. I don't recall the attorney's name. An estate tax lawyer.

Q. And what was your understanding of what the benefit would be of taking advantage of those deductions?

A. That there's a certain amount of money that each spouse can have, like, in tax savings or something along those lines.

Q. And who talked to that professional? Was it you? Or you and your wife?

A. I think we were probably together.

Q. And how many times did you meet with that professional?

A. I don't recall exactly.

Q. Do you remember who paid that professional?

A. I don't.

Q. And as a result of this estate planning in 2023, what assets were transferred?

A. I think a portion of the Vecta Partners, LLC interest.

Q. Anything else?

A. Not that I recall.

Q. And how did you decide that it was a portion of the Vecta interest that you were going to transfer to your wife?

MS. PARISIS: We're going to object and instruct Mr. Silber not to answer anything further about Vecta.

Q. Mr. Silber, are you going to follow that direction?

A. I'm going to follow legal advice.

Q. At the end of 2023, Mr. Silber, is it correct that you were overdrawn in certain accounts at Flagstar Bank in the amount of approximately $3.3 million?

MR. MARTIN: Could I hear that question again.

(Whereupon, the requested portion of the record was read back.)

MR. MARTIN: Thank you.

A. I don't think it was a true overdraft.

Q. Okay. Did they lend you $3.3 million to cover an overdraft?

A. Yes.

Q. And when you say it wasn't "a true overdraft," can you explain to me what you mean by that?

A. I had overdraft protection with them to the tune of many, many millions of dollars, and I think it was when they merged with a different bank they decided that they're going to go about it differently, so they started truly overdrafting my accounts.

Q. Explain to me by what you mean by overdraft protection?

A. They would let me -- they would basically pay my checks due to being a large depositor at the institution.

Q. Okay. So they would pay your checks if they exceeded the balance that you had in those accounts?

A. In those particular accounts, but not the whole relationship.

Q. When you transferred the interest in Vecta to your wife, did you have a conversation with your wife about what Vecta was?

MS. PARISIS: Objection.

And we're going to instruct Mr. Silber not to answer.

Q. Okay. You're going to follow that advice?

A. Yes.

Q. Did you ever get any advice from anybody in the banking field about whether it was appropriate to transfer an interest in Vecta to your wife?

MS. PARISIS: Objection.

And we're going to instruct Mr. Silber not to answer.

MR. STOLZ: Can you explain your objection again?

MS. PARISIS: Yeah. There was a pending proceeding regarding the transfers associated with Vecta and the bank. That proceeding was, I know, voluntarily dismissed, but with your representations that you're making an assertion that it's the

trustee's funds that if and when they come in, that you're going to lay a stake to those funds, so that proceeding is continuing for all intents and purposes with respect to any sort of interest that you represented that you have in those funds.

MR. STOLZ: So it's your position that a dismissed proceeding still prohibits me from asking questions at a 2004 examination.

MS. PARISIS: In this case, yes, because, in our view, it was done as an end run to be able to ask questions in this 2004 when it's appropriately situated for different discovery rules.

MR. STOLZ: Okay.

MS. PARISIS: If you're going to tell us that you don't intend to resume any sort of proceedings associated with Vecta or transfer of interest in Vecta, then you could ask the question. If you're not going to say that, then that's our objection.

MR. STOLZ: Okay. We'll take that to Judge Kaplan.

MR. HOLLANDER: And I join in that

objection and welcome the opportunity to discuss this in front of Judge Kaplan.

MR. STOLZ: I'm sure you do.

Q. Are you familiar with a property located at 14 Enclave Boulevard in Lakewood, New Jersey?

A. Yes.

Q. And who owns that property?

A. My wife.

Q. And isn't it the fact, Mr. Silber, that you initially were the contract purchaser of that property?

A. I don't think so.

MR. MARTIN: Can I have a moment with the witness while there's no question pending.

MR. STOLZ: Sure.

(Whereupon, a break was taken at 11:16 a.m.)

(Back on the record at 11:16 a.m.)

Q. Mr. Silber, would you like to amend your last answer?

A. What was the question?

Q. Were you ever the contract purchaser of

that property at 14 Enclave Boulevard?

A. I don't recall.

Q. Do you know where the funds came from to buy that property?

A. No.

Q. Do you know whether your wife had $820,000 to purchase that property?

A. I wouldn't know.

Q. I know I asked you this at your 341 Hearing. Has your wife ever worked?

MR. MARTIN: You asked it today, I think.

A. Yes.

Q. Who did she work for?

A. She worked for different companies.

Q. When was the last time she worked?

A. I don't recall the exact dates.

Q. How long ago was it that she ceased working?

A. I don't recall the time frame.

Q. And do you know whether she could have amassed $820,000 from her employment with --

MR. HOLLANDER: I'm going to object to this line of questioning, because it clearly

has to do with claims that you intend to assert against Ms. Mizrachi, and if you're going to do that, put it in an adversary hearing and it will be governed by the rules applicable to adversary proceedings, not to 2004 examination.

MR. STOLZ: That's an absurd objection. A trustee has a right to take a 2004 examination to determine whether he has grounds for bringing an adversary proceeding. He doesn't have to bring the adversary proceeding to do an investigation.

So let's get an answer.

MR. HOLLANDER: I disagree with you based on the transcript -- I believe it was -- what was it? The May 13th transcript in front of Judge Kaplan.

Q. So I'm going to ask the question again. You can answer or not answer, Mr. Silber.

Do you know whether your wife could have accumulated $820,000 as a result of her employment with these jobs you can't remember when she performed?

MR. MARTIN: Objection as to form.

A. Yes, she could have.

Q. Do you know if anybody ever deposited $1 million into the 14 Enclave bank account?

A. I have no clue.

Q. So you don't recall ever causing an entity of yours or you personally depositing money into a bank account maintained by 14 Enclave?

A. I don't recall.

Q. You don't recall or you didn't?

A. I don't recall.

Q. So does that mean you could have deposited $1 million into the 14 Enclave account?

A. I don't think so.

Q. Are you familiar with an entity known as 19 Mile Road, LLC?

A. Yes.

Q. Who owns that entity?

A. I don't remember the org chart, but it's a property that I don't own today.

Q. Okay. Did you own it prior to March 26, 2025?

A. I don't remember the exact org chart.

Q. Did you own it at any time?

A. I definitely had an ownership interest.

Q. Do you know an entity known as Mile Estates, LLC?

A. Yes.

Q. And who owns that?

A. You're talking about the same...

Q. No. There's -- I'm sorry.

There's 19 Mile Road, LLC and Mile Estates, LLC, correct?

A. So 19 Mile Road, I don't know what that is.

Q. Okay. So who owns the property today?

MR. MARTIN: Which property?

Q. 19 Mile Road.

A. I'm not sure. Whoever acquired it.

Q. Your wife never acquired it?

A. I don't think so.

Q. So who acquired it from you?

A. I think it was sold for the debt while I was incarcerated.

Q. And who would have sold it for the debt?

A. I'm not sure. My family probably.

Q. Your family?

A. Yes.

Q. Who in your family?

A. I'm not sure who facilitated it.

Q. Who are the possibilities?

A. I'm not sure.

Q. Would it have been your wife who possibly sold it?

A. Not sure.

Q. And that property is a house on 37 acres, 6 bedrooms, five and a half baths, right?

A. Yes.

Q. Okay. And are you familiar with an individual with the last name Mazariego?

A. No.

Q. Could it be that somebody with that last name actually rented that house?

A. I have no clue.

Q. Do you recall that house ever having been rented?

A. Could be. I wouldn't know.

MS. PARISIS: What town is this in or state?

MR. STOLZ: I believe it's in Suffern.

Q. What is the most recent federal tax return that you filed, Mr. Silber?

A. 2021.

Q. And was that a joint return with your wife?

A. I think so.

Q. Are you on any kind of extension with regard to the tax returns for the subsequent years?

A. No.

Q. Okay. Now, I've seen the 2021 tax return, and it appears to have been appeared by the firm Bernstein & Pinchuk; is that correct?

A. If that's what it says.

Q. Do you have an accountant today?

A. No.

Q. Now, let's go back to the period 2018 through 2021. Did you and your wife make any charitable contributions during those years?

A. Yes.

MR. STOLZ: Let's mark T-4.

(Whereupon, Bates M.Silber-021823 to021825 was marked as Exhibit T-4 for identification.)

Q. I'm showing you what's been marked as T-4, Mr. Silber, which is the charitable contribution worksheet from your 2021 tax return.

Have you seen this before?

A. No.

Q. Okay. If you could turn to the page marked 11 at the bottom.

A. Yes.

Q. It shows charitable contributions in the years 2018 through 2021 of approximately $10 million. Is that consistent with your recollection?

A. I don't recall, but if this is what it says, that's what it is.

Q. Who would you and your wife have made these contributions to?

A. To different charities in need.

Q. Which charities?

A. I don't recall their names.

Q. Any of them?

A. No.

Q. So you made $10 million of charitable donations and you can't remember a single name of a charity that you gave the money to?

A. Sitting here today, no.

Q. Is there some document that you could look at that would refresh your memory and identify

who the charities were?

A. If you have the list of charities, sure.

Q. Do you have a list of charities anywhere?

A. Not that I know of.

Q. So the $10 million that was donated to these charities, was that your money, or your wife's money, or both of your moneys?

MS. PARISIS: Object to form.

A. I don't recall.

Q. And are any of those charities that you donated the $10 million to, the charities that are helping to support your wife today?

MS. PARISIS: Object to form.

A. I don't think so, but I wouldn't know, because I don't know which charities are helping my wife.

Q. Are you living in the house with your wife now?

A. Yes, I stated earlier.

Q. And who's paying for the household expenses of the house today?

A. I'm not sure.

Q. Does somebody come and cut the lawn?

A. Yes.

Q. Who pays for that?

A. I'm not sure.

Q. Do you have help in the house to help with your children and clean the house?

A. Yes.

Q. Who pays for that?

A. I think my brother.

Q. Is there a mortgage on the house?

A. Yes.

Q. Is the mortgage being paid?

A. I don't think so.

Q. Is the house in foreclosure?

A. I think so.

Q. Is there insurance on the house?

A. I'm not sure.

Q. Are the real estate taxes being paid for the house?

A. I don't think so.

Q. Did you ever use the services of an accounting firm known as Phillip M. Stern & Co?

A. Yes.

Q. And did that firm perform services only

for you personally or also for your businesses?

A. It was a while back, but I think for the businesses as well.

Q. When was the last time you spoke with anyone from Phillip M. Stern & Co?

A. They reached out to me recently. They got a subpoena.

Q. Who was it from the company that reached out to you?

A. Phillip Stern.

Q. Do you know if he's still an accountant?

A. I don't.

Q. Can you tell me why you had Bernstein & Pinchuk prepare your tax returns and Phillip Stern prepare your financial statements? Why didn't you use the same firm?

MR. MARTIN: Objection as to form.

A. I thought I did use the same firm.

Q. Okay. Well, we showed you a tax return that was prepared by Bernstein & Pinchuk, and you just testified that Phillip Stern prepared financial statements for you.

A. No. I testified that Phillip Stern

prepared financial instruments a while back and I don't recall when.

MR. STOLZ: Okay let's mark T-5.

(Whereupon, Moshe (Mark) Silber Statement of Financial Condition December 31, 2022 was marked as Exhibit T-5 for identification.)

Q. Mr. Silber, I'm showing you a statement of financial condition dated December 31, 2022, for Moshe Mark Silber.

Have you ever seen this before?

A. Yes, I think so.

Q. And this is dated February 8, 2023, correct?

A. No.

Q. Turn to the third page.

MR. MARTIN: Page number three or the third page of the exhibit.

MR. STOLZ: Third page of the exhibit.

Q. "Accountant's compilation reporter" it says at the top.

A. Oh, okay, yes.

Q. So that is dated February of 2023?

A. I see the cover page says

December 31, 2022.

Q. That's as of December 31, 2022.

A. Okay.

Q. Do you remember working with Phillip M. Stern & Co on the preparation of this financial statement?

A. It's a long time ago.

Q. Is this the last one that you remember ever having issued?

A. I don't recall.

Q. Now, does this financial statement represent both you and your wife's assets or only your assets?

A. I don't recall. I'm not sure.

Q. Did you ever create, you or your wife, a family trust?

A. I don't recall. I might have.

Q. Do you know if there's a family trust in existence today created by either you or your wife?

A. I don't recall.

MR. STOLZ: Let's go to the next document.

(Whereupon, Account summary for 14

Enclave Owner, LLC was marked as Exhibit T-6 for identification.)

Q. Mr. Silber, I'm showing you what's been marked as T-6 for identification, which are bank statements for an entity known as 14 Enclave Owner, sent to 41 Powder Horn Drive, Suffern, New York.

Have you ever seen these statements before?

MR. MARTIN: We're going to object on the Rule 45 grounds that have been articulated.

Just a question, Mr. Stolz, that SB1844, the Bates stamp at the bottom, is that something that came from Chase Bank in response to a subpoena?

MR. STONE: Yes.

MR. MARTIN: Thank you.

MR. STOLZ: Mr. Stone says yes.

I'm going to continue to ask him questions. You could continue telling him not to answer.

MR. MARTIN: I'm not telling him not to answer, but I'm repeating the objection that Mr. Hollander put on at the outset.

MR. HOLLANDER: I'm going to repeat my objection to the extent that this document, that has been marked as T-6, came into your possession as a result of the unlawful subpoena that was served on JP Morgan Chase Bank, which is referenced specifically in my letter to you from yesterday, and that not only was the subpoena unlawfully served, but the fact that copies of the documents that may have been received by you were not produced to my client. I'm objecting to the use of this document, or the fact that you even have it in your possession.

MR. STOLZ: Your objection is noted.

MR. MARTIN: I'll repeat for the record that we join in that objection.

MR. STOLZ: Okay.

Q. So let's go to the first page after the cover page, "deposits and additions," and you'll see that in the month of January of 2025, $343,000 was deposited into this account.

Do you know where those funds came from?

A. No.

Q. Do you know why -- let's go to page that has the ten on the bottom.

MR. HOLLANDER: When you say ten --

MR. STOLZ: It says ten on the right-hand side on the bottom. It's 4 of 8.

Q. Do you see that? Are you there?

A. Yes.

Q. Okay. So there's payments being made on SBA loans, a series of them, to different properties. Were those your wife's properties?

A. I'm not sure.

Q. Do you know what Somerset Apartments, LLC is?

A. I don't recall.

Q. Do you have any understanding of why 14 Enclave would have been making payments on SBA loans?

A. I'm not sure.

Q. And you see at the bottom of that page, there are a number of EIDL loans with a reference to Zalman Silber. Do you know why 14 Enclave would have been making payments on loans in the name of Zalman Silber?

A. I have no clue.

Q. Go to the next page, page 5 of 8.

Can you tell me why 14 Enclave would have been making payments on loans in your name?

A. No. No clue.

Q. So you don't know where the money came from that went into this account, and you don't know why payments are being made on loans of yours and your father's out of this account?

MS. PARISIS: Object to form.

A. Correct.

Q. What's Main Street 60, LLC?

A. That's the property that I own.

Q. You own personally?

A. Through LLC.

Q. At 60 Main Street in Irvington, New York?

A. Yes.

Q. And where did the funds come from to buy 60 Main Street in February of 2022?

A. I don't recall.

Q. Let's flip forward to May of 2025, which is shown at 65. Starting at page 65 on the right-hand corner.

A. Yep.

Q. Can you tell me why 14 Enclave was making payments to 1092 Haverstraw Owner, LLC?

A. Where is that?

MS. PARISIS: Maybe it's on a different page. I don't see it on this page.

Q. What is 1092 Haverstraw, LLC?

A. That's a property that was owned by my wife.

Q. Always owned by your wife?

A. It was deeded to me temporarily to take a home equity loan and credit, and then deeded back to her immediately after the loan was taken.

Q. When was it deeded to you?

A. When the loan was taken.

Q. When was that? What year?

A. I don't recall exactly.

Q. If you go to page 68 on the side, you'll see certain payments regarding 1092 Haverstraw.

A. Okay.

Q. So it's your testimony, Mr. Silber, that your wife originally owned 1092 Haverstraw at the time that it was purchased, and then it was only transferred to you for a short period of time?

A. Yes, that's correct.

Q. And where did your wife get the money from to buy 1092 Haverstraw?

A. I'm not sure.

Q. How do you know that she purchased it?

A. Because I remember when she purchased it.

Q. What was the conversation?

A. I just remember around the time that she purchased it. I don't remember a conversation.

Q. What's located at 125 Park Avenue, Floor 25, New York?

A. I'm not sure.

MR. STOLZ: Let's go to the next exhibit.

(Whereupon, Checking summary for Miriam Mizrachi was marked as Exhibit T-7 for identification.)

Q. Mr. Silber, you've got in front of you what is marked T-7 for identification.

Do you know of any reason why your wife would have had a bank statement sent to her at Park Avenue in New York?

A. No.

Q. Did you ever have any business operations at Park Avenue in New York?

A. I don't think so.

Q. You see that in August of 2022, $1 million was deposited into your wife's bank account. Do you know where that would have came from?

A. No.

Q. Did you ever deposit $1 million into your wife's bank account?

A. I don't think so.

Q. Something you would have remembered, no?

MS. PARISIS: Object to form.

A. I can't answer one way or the other. I don't think so.

Q. Does this refresh your recollection of where the money came from to buy 14 Enclave?

A. Yeah. It looks like it came from a personal bank account.

Q. From her personal bank account, but you have no recollection where the $1 million came into that bank account from?

A. Not as I sit here today, no.

Q. Can you tell me what the possibilities would have been?

MS. PARISIS: Object to form.

A. I don't know.

MR. STOLZ: Okay. I'm just going to say, for the record, that we have a number of other bank statements showing significant deposits into Miriam's bank account, but in light of the ongoing objection and the anticipation that we will take the issue up with the judge, in the interest of time, I'm going to skip forward.

MR. MARTIN: Appreciate that.

MR. HOLLANDER: Are you going to give us copies in the interest of you know having --

MR. STOLZ: In light of your good faith I should reciprocate.

MR. MARTIN: Well, in the interest of --

MR. STOLZ: I have no problem. I have no problem.

MR. MARTIN: In interest of avoiding litigation.

MR. STOLZ: Off the record.

(Whereupon, an off-the-record discussion was held at this time.)

(Back on the record.)

Q. Do you know an entity of Brookville Auto Group in Inwood, New York?

A. I think they're a car dealership.

Q. Have you ever bought any cars through them?

A. I might have.

Q. Did your wife ever buy a car?

A. She might have.

Q. What car would she have purchased?

A. I have no clue.

Q. 16-29 Summerfield Street, LLC.

A. What about it?

Q. Do you know what it is?

A. It's a building that I owned.

Q. Where was it?

A. In Ridgewood, New York.

Q. Do you know why your wife would have ever received money from that entity?

MS. PARISIS: Object to form.

A. Maybe she was part owner.

Q. I thought you just said you were the owner?

A. I said a building that I owned. Owned the LLC. There's partners in LLC.

Q. Was your wife a partner in the LLC?

A. I don't recall sitting here today.

Q. What about Breezy Point Apartments?

A. What about it?

Q. Did you ever own that?

A. Yes.

Q. Was your wife an owner in that property?

A. Could be. I don't recall.

Q. And so if she was a part owner, why would she have been receiving payments from that entity?

A. Rephrase that question, please.

Q. So you said your wife might have been a part owner of Breezy Point Apartments. If she was a part owner, why would she have been receiving payments from that entity?

A. If she was a part owner, then she would be receiving payments. I'm not following the question.

Q. Did the properties that you owned regularly produce payments to the owners?

A. Certain properties, yes.

Q. Do you remember if Breezy Point was one of those properties?

A. Could be, yes.

Q. Do you know who Carrytown Partners is?

A. No.

Q. So I want to go back to the statement of financial affairs.

Mr. Silber, do you remember providing financial information at any time to Mr. Stern's office?

A. I don't recall.

MR. HOLLANDER: Danny, I think you called this statement of financial affairs. It's called statement of financial condition.

MR. STOLZ: I'm sorry. Statement of financial condition. I stand corrected.

Q. You don't remember if you ever provided any information to Mr. Stern's office?

A. It might be that my staff did.

Q. And if they would have produced something such as this statement of financial

condition, would you have reviewed it before it was provided to other parties?

A. I don't recall.

Q. What was the purpose of having this statement of financial condition prepared?

MS. PARISIS: Object to form.

A. I guess my staff needed it to obtain financing for properties.

Q. So I want to go to the item marked "marketable securities." Do you see that, second line down?

A. Yes.

Q. $159,583,055. What marketable securities did you own in December of 2022 that was worth that amount?

A. I think it says it on page 2.

Q. So on page 2 there's Pacific Stock and the ticker is SNNY, and it shows a value of $159,309,370, correct?

A. Yes.

Q. And that's the ownership interest in Sunnyside Savings, right?

A. Correct.

Q. And was Sunnyside Savings ever worth

$159 million?

A. We were offered somewhere around that number, maybe slightly above that number, to sell the bank at one point.

Q. And who offered that to you?

A. Some crypto group out of Puerto Rico.

Q. What did you pay for the bank?

A. I don't recall the exact number sitting here today.

Q. And do you know what the bank is worth today?

A. I don't.

MS. PARISIS: I'm just going to take a moment to just put -- I know you're asking general questions, but obviously you know what my response is going to be depending on where you're going, Dan.

MR. STOLZ: I'm not going.

MS. PARISIS: Okay.

Q. There are a number of other investment accounts at RBC Wealth. Who was the broker you dealt with at RBC Wealth?

A. I don't remember his name sitting here today.

Q. What office was it?

A. I think the Chicago office.

Q. Okay. What about Robinhood? Did you ever have an account with Robinhood?

A. I might have. I don't recall.

Q. Did you ever own any crypto?

A. I might have, yes.

Q. And who would you have purchased that through?

A. I bought and sold it on something Swap. I forget the name. It was many years ago.

Q. Did you ever send any money to Coinbase?

A. I don't recall sitting here today.

Q. And the stocks you owned, other than the stock in the bank, what happened to those stocks?

A. I probably sold it.

Q. Do you own any of them today?

A. No.

Q. What about the crypto? What happened to that?

A. I think I lost most of it.

Q. And the stocks, when you sold them,

what did you do with the proceeds?

A. I probably spent the money.

Q. Now, looking down further, and we're on page 2 of this exhibit, there were life insurance policies with a combined net benefit of $135 million. Do those policies still exist?

A. I think the majority of them are lapsed.

Q. And there was a cash surrender value of $1,248,000 on one of the life insurance policies, or a number of the life insurance policies. What happened to that cash surrender value?

A. I think that when I stopped paying the premiums, like, they eat itself up in lieu of premium.

Q. And what insurance agent or broker would have been the party who had these policies and would know whether there's any cash surrender value left?

A. I don't remember their names sitting here today.

Q. Do you remember where they were located?

A. I think one was located in Maryland.

Q. And is there a document that you can find that would let us know who the insurance agent was that you dealt with on the policy that had the cash surrender value?

A. I can try to look.

Q. I ask that you do that.

All right. I'm down to note F, personal residences. And the first one is 1092 Haverstraw, and you note that its financial statement represents that you owned 100 percent of that. Is that correct?

A. I don't think it is.

Q. And the value of $6,500,000. Do you know where that value came from?

A. I don't know.

Q. And who owns 1092 Haverstraw today?

A. It was sold to a group in Lakewood, New Jersey.

Q. And who's that group?

A. They go by Lavan Capital.

Q. And what happened to the proceeds?

A. Probably went to my wife.

Q. Do you know how much the proceeds were?

A. No.

Q. When did the sale to Lavan Capital take place?

A. I'm not sure. Several years ago.

Q. Before your financial troubles started?

MS. PARISIS: Object to form.

A. I don't recall.

Q. And Lavan Capital, I think your counsel has indicated to me, was associated with a group that was interested in buying the bank; is that correct?

A. Yes, that's correct.

Q. And wasn't it the case that you transferred or you or your wife transferred certain properties to them at reduced values in anticipation that they were going to buy the bank?

A. No, that's not correct.

Q. So tell me how the whole transaction with Lavan Capital took place?

MS. PARISIS: Object to form.

A. It took place at -- they didn't want to lend her money, so they said that they're going to take the deeds of the properties, and then she'll get the deeds back when they close on the bank.

Q. They didn't want to lend her money for

what?

A. For the Haverstraw property.

Q. And so you said they bought the properties?

A. Correct.

Q. Did they pay her money?

A. I'm not sure of the exact structure, but the way I understood it was that they were taking the properties in advance of some payment and then she would get the properties back when they close on the bank, and they would net out whatever the moneys were at that point in time.

Q. And they ultimately were not approved to buy the bank, right?

A. That's correct.

Q. And so did you or your wife have a conversation with them at that point about giving the properties back?

A. Yes. And they said that we had a buyback provision and we missed that deadline.

Q. And where would I find Lavan? Who are the principals? Where are they located?

A. As I said, in Lakewood, New Jersey.

Q. And who were the principals?

A. One guy's name I think is Avery Weiss.

Q. And when they told you that you had missed the deadline to buy the properties back, was that in writing or on a phone call?

A. It was definitely not in writing, but I don't remember in what context it was, because it wasn't to me.

Q. Who was it to?

A. I think it was to my wife.

Q. And so your testimony is that this asset, which you're listing at $6.5 million on your financial statement was not owned by you on December 31, 2022?

A. I think it's fair to say that, yes.

Q. All right. Let's go to 1070 Haverstraw Road. This indicates that you owned 100 percent of that at the end of 2022. Is that accurate?

A. I don't think so.

Q. Why don't you think that was accurate?

A. I think this was also transferred to my wife right after purchasing it, and the only reason why it was in my name originally is because the mortgage was in my name.

Q. And the purchase price, when you

initially bought 1092 Haverstraw and 1070 Haverstraw, where did those funds come from?

A. I don't recall.

Q. Is there a heliport at 1092 Haverstraw?

A. Yes.

Q. And it was under the name of Ranch Estates Heliport?

A. Yes.

Q. And who owned Ranch Estates Heliport?

A. It's part of the property.

Q. Who operated the heliport?

A. No one. It wasn't used.

Q. It was never used?

A. For the most part, no.

Q. Let's go to 41 Powder Horn Drive, Suffern, New York. This shows that at the end of 2022 you owned 100 percent of that property.

Is that correct?

A. No.

Q. Why is it not correct?

A. Again, it's the same thing, that the mortgage was taken in my name, so it was temporarily put into my name and then transferred to an LLC.

Q. And the value of $3,350,000, can you

tell me where that came from?

A. I don't know who valued it at that.

Q. So you think your staff just came up with these numbers?

A. I'm not sure what value methodology they used to determine values. I can't tell you, sitting here today, how they came up with it.

(Whereupon, Evidence of property insurance dated April 24, 2025 was marked as Exhibit T-8 for identification.)

Q. So showing you, Mr. Silber, evidence of property insurance dated April 24, 2025, addressed to you and your wife, correct? Insured Miriam Mizrachi and Moshe Silber?

A. Okay.

Q. Do you see that?

A. Yes.

Q. So this is on 41 Powder Horn Drive, Suffern, New York. Do you know why it would be issued to you if you claim you and your wife owned it?

A. I assume because the mortgage was in my name.

Q. Is the mortgage only in your name?

A. Yes.

Q. And did you pay the mortgage when it was performing?

A. I don't recall where the mortgage was paid from.

Q. And the value of the amount of insurance, 3,655,184, do you know where that value came from?

A. I assume the insurance company.

Q. Do you think they came up with that value?

A. I think so, yes.

Q. And when it talks about other structures of $1,816.512, what's that?

A. I have no clue.

Q. Wasn't there a garage for luxury cars located at that property?

A. No.

Q. Was there a garage for luxury cars at any of the properties?

A. The only property that had a garage, which wasn't really a garage, it was a horse barn, would be 1092 Haverstraw.

Q. Personal property of $1,462,000. Can

you tell me what that was?

A. I have no clue.

Q. When you acquired 41 Powder Horn, you and your wife, did it have a mortgage on it initially?

A. I don't recall.

Q. Well, the properties that have mortgages on them, such as 1188 Haverstraw on your personal finance statement, indicate that there's a mortgage, whereas, 41 Powder Horn indicates there was no mortgage.

A. Maybe because it's a home equity line of credit, so it's a typo. But I think we always had a home equity line of credit on it.

Q. And whose home equity line was that?

A. As I stated earlier, it's in my name.

Q. And through what bank?

A. KeyBank.

Q. Is that home equity line still outstanding?

A. Yes, it is.

Q. How much is due on it?

A. It's in foreclosure, so I don't know with all the fees and interest.

Q. Is there also a tax lien on your house?

A. Yes.

Q. By the State of New York?

A. Yes.

Q. What's the amount of the tax lien?

A. Last time I checked I think it was four-million-two-hundred-and-change-thousand.

Q. Let's go to 28-36 Powder Horn. It says it's a personal residence. Was that a personal residence in December 31, 2022?

A. No.

Q. What was it?

A. A piece of land.

Q. And it says it was the personal residence of Moshe Mark Silber. That was incorrect?

A. Correct.

Q. Who owned that property?

A. It was in an LLC.

Q. And who owned the LLC?

A. I don't recall at the time.

Q. What's the status of that property today?

A. We did a deed in lieu of foreclosure and gave it back to the lender.

Q. Who was the lender?

A. Lavan Capital.

Q. And when did that occur?

A. I'm not sure of the timing. I think it was sometime when I was in prison.

Q. And there's no mortgage indicated on this property as of the end of 2022. Was that mortgage put on in favor of Lavan Capital sometime after December 31, 2022?

A. I don't know. It might be a mistake on the financial statement. I'm not sure.

Q. Next is 1188 Haverstraw, which indicates that you owned 100 percent interest.

Is that true?

A. If it says that, then I guess so.

Q. Do you know what the status of that property is at the present time?

A. It's in foreclosure.

Q. It's in foreclosure.

And do you know how much the bank is owed?

A. I'm not sure with all the fees and interest. Probably close to a million dollars.

Q. And do you believe the value of

1,500,000 is accurate?

A. Again, I don't know where these guys in my office came up with these values, so I'm not sure. I know I bought it for under a million I think.

Q. Is there a house on that property?

A. Yes.

Q. Let's go back to page 1 of the financial statement. Where it says "Personal property autos, jewelry, etc," $2,250,000, where did those figures come from?

A. I think it's a mistake. I think it was probably the face value of cars, but I had loans on most, if not, all of them.

Q. So you never reviewed this financial statement to see all these errors that you're now suggesting exist?

MS. PARISIS: Objection to form.

A. I guess I didn't.

Q. And how many parties was this financial statement given to?

A. I don't know.

Q. Now, I understand, Mr. Silber, at one point you owned a significant collection of

expensive watches; is that correct?

A. I owned a few watches.

Q. Patek Philippe?

A. Yes.

Q. What was that watch worth?

A. Probably around $75,000.

Q. What happened to the watches?

A. I sold it to keep some of my mortgages current at the time.

Q. Who did you sell it to?

A. Some watch dealer.

Q. Which watch dealer?

A. I don't recall their name.

Q. Where were they located?

A. I think probably 47th Street.

Q. Did you sell them for cash or did you receive a check?

A. I don't recall.

Q. What about cars? How many cars did you own at the maximum amount?

A. I don't recall the number.

Q. Give me a range. Five cars? Ten cars? 15 cars?

A. Probably under ten.

Q. And what happened to those cars?

A. I sold all of them.

Q. To who?

A. Back to the dealers.

Q. Which dealers?

A. Whoever paid close to what the debt was on them.

Q. So you got no proceeds out of any of the cars?

A. I don't think I did, no.

Q. Are you familiar with a company known as Rapid Services, LLC?

A. Yes.

Q. And who owned that company?

A. Me.

Q. And what was the purpose of the company? What did it do?

A. To perform construction on my properties.

Q. When you say "my properties," what kind of properties?

A. Multifamily properties.

Q. And that company owned a bunch of trucks?

A. Could be, yes.

Q. A 2023 Chevy truck?

A. Could be. I wasn't really involved in the company, so I wouldn't be able to tell you particulars.

Q. Who's Sam Gewritz? Was he associated with that company?

A. Might have worked there for a little bit.

Q. What about Sam Beltz?

A. No.

Q. So who ran Rapid Services?

A. There were hundreds of employees.

Q. Who was the boss?

A. Nobody.

Q. Who ran the day-to-day operations?

A. It was a disaster.

Q. Are you familiar with a 2023 63 AMG 4MATIC wagon with a base price of $139,000?

A. A what?

Q. A 2023 Mercedes 63 AMG 4MATIC wagon?

A. You mean a G wagon?

Q. Yes.

A. Yes.

Q. And who owns that?

A. That was one of the cars that was sold years ago.

Q. Did you ever maintain a personal checking account at Signature Bank on 5th Avenue, New York?

A. Yes.

Q. What was the purpose of that account?

A. I don't recall.

Q. Was it just for your personal purposes?

A. I don't recall. I had many bank accounts.

Q. Are you familiar with an entity known as CBCC 1, LLC?

A. Yes.

Q. What was that?

A. That was SPV that Spano had us create to do programmatic deals in.

Q. Was that part of the CBRM-Crown portfolio or separate?

A. Separate.

Q. And do you know why CBCC 1, LLC would have transferred $1,665,000 into your personal bank account at Signature Bank?

A. I don't.

MR. STOLZ: Let's go to the next exhibit.

(Whereupon, Check No. 1021 for $1,665,000 was marked as Exhibit T-9 for identification.)

MR. MARTIN: So there's a Bates stamp on this document, Flagstar Bank 199. Is this another one of the third-party subpoena documents?

MR. STOLZ: Correct.

MR. MARTIN: And are you going to have any more after this?

MR. STOLZ: I don't think so.

MR. MARTIN: Okay. Our objection has been noted. You could proceed.

Q. Mr. Silber, I'm showing you a check that you wrote to yourself on December 28, 2022, for $1,665,000. Have you ever seen this check before?

A. Not that I recall, no.

Q. Do you know why you would have written yourself a check in that amount?

A. No.

Q. So the -- on the reverse side of the

check, where it says "for deposit," and then a number, is that your handwriting?

A. I'm not sure.

Q. Do you know where that account is that it was deposited into?

A. I'm not sure.

Q. Do you or your wife rent a storage facility in Davenport, Florida?

A. Not that I know of.

Q. You're not aware of a storage facility rented in Davenport, Florida?

A. No.

Q. Have you ever been to Davenport, Florida?

A. Is Davenport Orlando?

Q. I don't know.

A. So then I wouldn't know.

Q. Did you ever spend any time in the Orlando area?

A. Yes.

Q. And explain that to me. Tell me about it.

A. We would go there for Passovers.

Q. Why would your wife have maintained a

storage facility where you would spend Passover?

A. I'm not sure.

Q. So I want to understand the structure of your business when you formed CBRM. Did you keep CBRM and Crown separate from your other businesses?

MS. PARISIS: I'm just also going to make a comment, which is we had a consent -- an agreement this deposition wouldn't go into CBRM and Crown. I'm okay with that question, so I just want to make sure we're not going beyond that.

MR. STOLZ: Yeah.

A. I'm not sure I fully grasp your question.

Q. Okay. So when you were running your businesses after, I think you said, 2008, when you formed CBRM, did you keep the businesses separate? CBRM-Crown in one bucket and everything else in different buckets?

MS. PARISIS: Object to form.

A. No. I'm not really sure, like...

Q. You're not sure about my question or you're not sure about the answer?

A. I'm not sure about your question.

Q. Okay. So when you formed CBRM, presumably it was for a discreet purpose, a discreet aspect of your business.

Is that correct?

A. Yes.

Q. And what was that discreet aspect?

A. CBRM started as a company by the name of Innovative Credit Consultants.

Q. And what was the business of that entity?

A. Credit repair company.

Q. And, ultimately, it went into owning multifamily properties?

A. That's correct.

Q. And so when somebody would bring you a property to acquire, how did you decide whether to put it in CBRM or put it in one of your other businesses?

MS. PARISIS: Object to form.

A. I don't remember when I differentiated one way or another.

Q. But you did buy properties and entities -- multifamily properties and entities outside of CBRM, after CBRM was formed, correct?

A. All properties were always bought in separate SPVs.

Q. So the answer is, yes, you had other SPVs -- other entities that bought properties even after CBRM was formed?

A. That's correct.

Q. And did different people manage the different portfolios of properties?

A. Yes.

Q. Was there specific people that managed the CBRM properties and other people that managed the other properties?

A. There were many different managing companies.

Q. So did any of your business entities actually manage the properties themselves? Or did you hire third-party management companies?

A. Depending on the time frame.

Q. Can you give me a little bit more understanding of that? Was there some time that you did manage the properties and then you stopped managing the properties and hired third parties?

A. That's correct.

Q. Okay. And when did that transition

occur?

A. It's all a fog to me sitting here today.

Q. Okay. And for these entities, all of these different entities, who had signatory authority on checking accounts?

A. I don't recall.

Q. Let's ask it a different way.

Were you the only person who had signatory check-writing authority for all of your businesses?

A. I don't recall.

MS. PARISIS: I'll just let you know, Dan, that lunch is ready.

MR. STOLZ: Okay. Let me go a couple more questions and then we could take a break.

MS. PARISIS: Sure.

Q. So on page 3 of the financial statement, Mr. Silber. Could you go back to the 2022 financial statement? Do you see that and I'm on note G, real estate investments.

A. Yes.

Q. So in the part that talks about the

Crown portfolio, it says it represents an average of 83 percent interest in the fair market value in real estate partnerships. Who owned the other 17 percent?

A. I assume random investors.

Q. You're assuming that? Were there other investors in CBRM?

A. There were limited partners in the PROPCOs.

Q. So the value of $154 million, you know, who came up with that value?

A. As mentioned earlier, I don't know what the value methodology these guys used.

Q. And who would these guys be? Can you give me some names?

A. I don't know. There's a lot of people.

Q. So you have no idea who provided these values that are shown in your personal finan -- statement of financial condition to your accounts?

A. I had hundreds of employees, so I don't know.

Q. RH Chenault Creek, LLC, can you tell me what the current status of that property is?

A. Can I ask my attorney a question for a

second?

Q. Sure.

(Whereupon, a break was taken at 12:30 p.m.)

(Back on the record at 12:31 p.m.)

Q. Can you answer the question about --

A. What was the question, sorry?

Q. What's the current status of RH Chenault Creek, LLC?

A. I think it was foreclosed or -- something happened. I think it's out of CBRM's ecosystem today.

Q. That was a CBRM property?

A. Yes.

Q. What about Sycamore Meadows, was that a CBRM property as well?

A. Yes.

Q. What about RH Dearborn?

A. I'm not sure. I'm not sure, because at the acquisition it was definitely not, but I'm not sure if it was added to CBRM. I can't tell you sitting here today.

Q. I did some Googling on this property. It says here that there's an apartment development,

but it looked to me it was a conference center that was supposed to be turned into an apartment development. Is that correct?

A. So this was the second to the largest hotel in Michigan, and we had a $1.8 billion redevelopment planned on it.

Q. And what happened?

A. The government decided to come after me and blow up the plan.

Q. And so your understanding is that the secured creditor took the property back in foreclosure?

A. In some type of shady foreclosure, yes.

Q. What do you mean by "shady foreclosure"?

A. I don't know. Some weird stuff happened there that I think they just tried to wipe me out.

MR. MARTIN: You want to have lunch?

MR. STOLZ: Okay, yeah.

(Whereupon, a break was taken at 12:33 p.m.)

(Back on the record at 1:09 p.m.)

Q. Mr. Silber, just a reminder that you're

still under oath and the instructions I gave you at the beginning still apply.

A. Thank you.

Q. So I'm back to page 4, note G, on the financial statement, and I'm going to go through these quickly, because I'm assuming if I ask you anything about the values that are listed here, you're going to tell me what you told me with regard to my other questions, which is you don't know who came up with these values and you don't know if they're accurate or not. Is that correct?

MR. MARTIN: Objection as to form.

You can answer.

Q. I could go one by one. I'm just trying to save time.

A. I'm just looking at the note G. From note G and on, I think they might be from appraisals.

Q. Okay. And so starting on page 4 with RH Lakewind, and going down that page, none of these are CBRM-Crown properties; is that correct?

A. No, they are CBRM-Crown properties.

Q. All of these?

A. Yes.

Q. So even 100 Phillips Parkway was a CBRM property?

A. Yes.

Q. Let's go to page 5. Are all those properties CBRM properties as well?

A. No.

Q. Which ones are not CBRM properties?

A. Pavonia Realty.

Q. And who --

A. Grand Pointe Apartments.

Q. So let's go to Pavonia. It indicates here that you own 61 percent of this. Who owns the other 39 percent?

A. A bunch of limited partners.

Q. And do you know what happened to this property?

A. It's in foreclosure.

Q. It's in foreclosure, but the foreclosure has not been completed?

A. That's correct.

Q. Have you made any efforts to try and sell this property?

A. No.

Q. Do you believe that there's value in

the property above the mortgage held by Bethpage FCU?

A. I'm not sure sitting here today.

Q. Okay. And are you the managing member of that LLC?

A. Yes.

Q. Do you have the foreclosure pleadings somewhere?

A. No.

Q. And you said the other one was Grand Pointe Apartments, and it shows here that you owned a 44 percent interest. Who owned the other 56 percent?

A. A bunch of limited partners.

Q. Is this property in foreclosure as well?

A. No.

Q. So who's managing this property right now?

A. The limited partners got together and are doing capital calls to preserve the property.

Q. And you still own 44 percent?

A. I don't think it's a true 44 percent. I think it's with my promote, which is nonexistent

today because the property is not doing well. So how these deals were structures is it's a 70/30, but only after a certain hurdles. So if you minus off 30, I think it's a 14 percent actual ownership interest.

Q. And who's the party I could contact on who's in charge of the limited partners?

A. I don't know since it's over 100 limited partners here, and they're a bunch of disgruntle individuals.

Q. Is there anyone that I could contact that could tell me?

A. Not as I sit here today. I don't know who's taking the lead with them.

Q. I ask that you try to talk with your counsel and get me a name, so that we could call and see if there's any interest in buying whatever ownership interest still remains in this?

A. Sure.

Q. Going to page 6. Starting with RH 100 Franklin Square Drive, and going down. Are any of these properties CBRM properties?

A. 100 Franklin is not.

Q. And that was a building in Somerset,

New Jersey. Do you know whether that has been foreclosed?

A. Yes.

Q. And was it bought by anybody that you know of at a foreclosure sale? Or does the bank still hold it?

A. I think it was sold.

Q. And the rest on this page 6 are all CBRM properties?

A. Yes.

Q. I just want to ask you a question. If I go back to page 3, and it shows me the Crown portfolio, why is there a separate listing for Crown portfolio if all these properties that we're talking about here are part of the Crown portfolio? Why are they separately listed?

A. There was two different Crown entities, if I remember correctly.

Q. And did you turn over control of both of those Crown entities to Ms. LaPuma?

A. Yes.

Q. Let's go to page 7.

Are any of these properties not Crown properties?

MS. PARISIS: You're saying not?

MR. STOLZ: Not Crown.

A. Freedom Park Apartments.

Q. And who owns the other 45 percent of that?

A. I think I own 100.

Q. Is that in foreclosure?

A. I think so.

And Westwood.

Q. Who manages Freedom Park Apartments?

A. I would assume a receiver.

Q. And the next 200-219 west --

A. No. Westwood Jackson Apartments.

Q. Let's go to RH 200-219 West 145th Street. You own 20 percent of that?

A. No. I think I was pushed out of those entities.

Q. No, I don't think you were pushed out of those entities.

A. Okay.

Q. This is with Juda Klein who's the 80 percent owner?

A. Yes.

Q. He apparently still thinks you own

20 percent of these entities because he just extended the mortgage.

Tell me about how the initial purchase of this property took place?

A. The initial purchase of these properties were that Juda put up 80 percent of the equity and my father put up 20 percent of the equity.

Q. But the 20 percent was in your name, not your father's name, correct?

A. At acquisition, yes. But I think down the line, it would have been changed, but I'm not 100 percent sure when.

Q. And did you believe this property had a value above the mortgage of five-and-a-half million dollars?

A. Not today, after the rent legislation were passed in 2019.

Q. Can you tell me how that affected this property, the legislation?

A. Yeah. Basically in New York City the whole business model was to buy out rent stabilized and rent controlled apartments, and then you would put in. Whatever you would put in you would be able

to raise the rents by one-fortieth. So, for example, if you put in $100,000 in a particular apartment, you'd be able to raise it up one-fortieth. The 2019 legislation canceled that. So, in effect, everyone, including us that we had these dreams that we're going to buy out tenants and create value and increase the net income of the property that we would be able to do it, those dreams were basically extinguished. So from one day to the next, these properties were devalued for under the debt. And on top of that, over the years there were many millions of dollars in capital calls on these properties that I definitely didn't contribute. I'm not sure if my father did or didn't. So I think either my father contributed, or if he didn't then he was diluted down close to zero by the clients.

Q. Okay. And you said Greystone Apartments is not part of CBRM?

A. It is.

Q. It is part of CBRM, okay.

What about Westgate?

A. Westgate is.

Q. Country Club Manor?

A. It is.

Q. Westwood Jackson?

A. It's not.

Q. And what's the situation with that? I don't see a mortgage on this.

A. So there is no mortgage. And I think Spano fraudulently took this property in a $1,000 credit bid.

Q. Columbia Square Apartments, is that CBRM?

A. Yes.

Q. And RH 515 West 156th Street, is that going to fall in the same bucket where the legislation wiped out the value?

A. Yes. And it's the same partnership that they've been diluting for years in capital calls.

Q. Turning to the next page, RH 100 West 143rd Street, same thing?

A. Same thing.

Q. What about VCP Southbrook Gardens, LLC?

A. CBRM.

Q. And 507-517 West 171st Street, same situation?

A. Yes.

Q. RH 146 East Main Street?

A. This was sold years ago.

Q. Okay. Redstone Apartments?

A. This was free and clear. I don't recall if this was part of CBRM or not. It might have not been part of CBRM. I don't know the status.

Q. Who had the other one percent interest?

A. Maybe Frederick Schulman.

Q. And you don't know who's managing this property at this point?

A. I assume LaPuma.

Q. Alta Sita?

A. CBRM.

Q. RH 118 West 137th Street?

A. Same story as before.

Q. RH 912 Saratoga Avenue, LLC?

A. Same story as before, with the exception I recently learned that the mortgage wasn't paid in several years, so I think it's in foreclosure.

Q. But the 67 percent is owned by Klein?

A. Yes. I guess, yeah.

Q. RH 2546 7th Avenue?

A. This was foreclosed by Deutsche Bank.

Q. Mile Estates, LLC?

A. We discussed this earlier. This was sold for the debt.

Q. To Lavan?

A. No. I don't know who actually purchased it.

Q. RH 220 West 149th Street?

A. It was foreclosed by Deutsche Bank.

Q. RH 532-536 West 143rd Street?

A. Same with the Kleins.

Q. Same thing with RH 150 West 140th Street?

A. Correct.

Q. Same with RH 210 West 133rd Street?

A. Correct.

Q. RH 898-930 Norman Street?

A. This was sold years ago.

Q. RH 608-614 West 189th Street?

A. Same story with the Kleins.

Q. RH 1575 Iranistan Avenue?

A. Sold years ago.

Q. When you say "years ago," before

December 31, 2022?

A. It might have been around that time.

Q. RH 534 West 159th Street?

A. Foreclosed by Deutsche bank.

Q. Are Deutsche Bank and Arbor the same?

A. Yes. So Arbor was the front, and Deutsche was the actually lender.

Q. RH 243 West 135th Street?

A. Same partnership with the Kleins.

Q. But this one you own 50 percent instead of 20 percent?

A. That's correct.

Q. RH 1421 Fairfield Avenue?

A. Oh, sorry, what property were you on?

Q. I was on RH 243 West 135th Street?

A. Yes. That's with the Kleins.

Q. And the next one, RH 528 West 159th Street?

A. Foreclosed by Deutsche bank.

Q. RH 1421 Fairfield Avenue?

A. Sold years ago.

Q. RH 22 Bradhurst Avenue, LLC?

A. That is with the Kleins.

Q. RH 532 West 159th Street?

A. Foreclosed by Deutsche bank.

Q. RH 1590 Barnum Avenue?

A. Sold years ago.

Q. RH 299 Berkshire Avenue LP?

A. Sold years ago.

Q. RH 530 West 159th Street?

A. Foreclosed by Deutsche bank.

Q. RH 340 Putnam Street?

A. Sold years ago.

Q. RH 644-645 Park Street LP?

A. Sold years ago.

Q. When you say "sold," I assume not sold to your father, or your wife, or anybody close to you?

A. That's correct.

Q. RH 80 Granfield Avenue?

A. Sold years ago.

Q. 27 Lime Kiln LLC?

MS. PARISIS: Just letting everyone know, Maria is letting Josh back into Zoom.

A. Sold years ago.

Q. Lime Kiln was sold years ago?

A. That's correct.

Q. To who?

A. I don't know. Some random person.

Q. RH 608 West 191st Street?

A. That's a partnership with the Kleins.

Q. RH 538 West 159th Street?

A. Foreclosed by Deutsche bank.

Q. RH 1054 Hancock Avenue LP?

A. Sold years ago.

Q. RH 30 Granfield Avenue?

A. Sold years ago.

Q. RH 85 Price Street?

A. Sold years ago.

Q. RH 536 West 159th Street?

A. Foreclosed by Deutsche bank.

Q. RH 850 Hancock Avenue?

A. Sold years ago.

Q. 97 Gurnee Avenue, LLC?

A. Sold years ago.

Q. We talked about Rapid Services.

JM Realty Advisory, LLC, is there anything left of that company?

A. That was one of the same as Crown and CBRM.

(Whereupon, Work papers from Phillip M. Stern & Co was marked as Exhibit T-10 for

identification.)

Q. I'm showing you what's been marked T-10, which is the work papers, which were provided to us by Phillip M. Stern & Co to support the statement of financial condition that we just went through. If you turn --

MR. MARTIN: Is this another third-party subpoena?

MR. STOLZ: Correct.

MR. HOLLANDER: From Stern.

MR. STOLZ: From Stern.

MR. HOLLANDER: Yeah, okay.

Q. So if you go about two-thirds or three-quarters of the way through maybe. There's three aircrafts listed. Let me try it this way.

So these work papers show that Stallion Aviation appeared to own three aircraft. I've only ever heard of one aircraft. Did you ever own three aircraft?

A. Can you show me?

Q. Here I'll just show it to you.

A. Yes, I see it here.

So what's the question?

Q. Are these three aircraft that you owned

at some point?

A. Yes.

Q. And I know that we were told that one of the aircraft went back to the lender. Did all three -- were all three of these aircraft financed through the same lender?

A. So the first one, which is G-550, serial number 5298, that was purchased for 23-and-a-half million, and I think it was sold for 23-and-a-half million a year or two later.

Q. To who? You sold it to a third party?

A. That's correct.

Q. And was there excess proceeds derived from that or did it just pay off the loan from that?

A. Just paid off the loan.

Q. Okay. The second one?

A. Second one is N55LK, which was Stallion Aviation 2, LLC, which was a Gulf Stream G-400 SP. This was bought for like 4 million and change, and renovated, and spent a lot of money on maintenance, and then ended up selling it I think for, like, 5 million and change, but I think it was a loss.

Then SPE-5399, I think, if I remember correctly, was a 2013 Golf Stream G-550. That went

back to the lender.

And then you have a -- it says 2021, but it's a mistake. It's a 2010 Golf Stream G-550 owned by Stallion Aviation, LLC, and that was the one that we discussed in the 341 meeting.

Q. And was Stallion Aviation a subsidiary of Rapid? Is that how it was set up?

A. I think so.

Q. Okay. All right. So if you go four pages out, there are - I'll tell you because we counted them - 80 bank accounts listed on these two pages. Some at Signature Bank, some at Westchester Bank. Can you tell me which of these accounts were your personal accounts, and which ones would have been CBRM accounts?

A. No, not sitting here today.

Q. Well, did CBRM ever have -- let's just go to Merrill BOA. What is that? Do you know that account? Because that seems different from all the others.

A. That would be a CBRM account.

Q. And Morgan Stanley, would that be a CBRM account?

A. I believe so.

Q. And Signature Bank, did CBRM have accounts at Signature Bank?

A. Yes.

Q. But you can't tell which of these are your personal account and which of these are business accounts?

A. That's correct.

(Whereupon, Definition of other structure was marked as Exhibit T-11 for identification.)

MR. HOLLANDER: Dan, just before you -- have subpoenaed been issued to all of these banks on these two pages?

MR. STOLZ: No.

Off the record.

(Whereupon, an off-the-record discussion was held at this time.)

(Back on the record.)

Q. Mr. Silber, I'm showing you the definitions of other structures from your insurance company, and this talks about a luxury car garage at 1092 Haverstraw Road, Suffern, New York. Is that the barn that you were talking about?

A. Yes. So I think the mistake was that

the court form that you showed me earlier said 41 Powder Horn on it, and this one says 1092 Haverstraw Road. It's two different properties. And I don't know why they call it a luxury car garage. I guess maybe they sold luxury cars in the barn, so they called it that, but it's a barn structure. Yes.

Q. Well did it have air-conditioning in it?

A. I don't think so.

Q. Did it have lifts in it?

A. Yes.

Q. How many lifts?

A. Two.

Q. And is that barn still there or that garage still there?

A. Yes.

Q. And I think you said that 1092 went back to Lavan; is that correct?

A. That's correct.

MR. STOLZ: Let's go to the next one.

(Whereupon, A mortgage document was marked as Exhibit T-12 for identification.)

Q. If you go to the fourth page of this, there's a mortgage between you as trustee of the

Silber Family Trust, and Stifel Bank and Trust. Do you recognize this mortgage?

Do you recognize the mortgage? That's the question. Have you ever seen it before?

A. No.

Q. So if you turn to page 6 of 25 at the bottom, you see your name and your signature, and that of Chaya Silber. Do you see those?

A. Yeah.

Q. Do you recall signing this with Chaya Silber?

A. No.

Q. Do you know who Chaya Silber is?

A. No.

Q. She has the same last name as you. You have no idea who she is?

A. No.

MR. MARTIN: Can I ask a question? Is that your signature?

THE WITNESS: I don't think so.

Q. Is there a Silber Family Trust dated July 3, 2013?

A. Not that I recall.

Q. Do you know anybody that resides at 149

Las Palmas, Los Angeles?

A. I don't think so.

Q. If you go to page 4 of 25, the land description, there's a property in Lakewood, New Jersey. Do you know what property that is?

A. No.

Q. Have you ever heard of 12 Rustic Road, Lakewood, New Jersey?

A. No.

(Whereupon, State of Louisiana Secretary of State document was marked as Exhibit T-13 for identification.)

Q. Showing you what's been marked T-13, which is a document from the State of Louisiana Secretary of State regarding a business known as Zev Lafayette, LLC.

Are you familiar with that entity?

A. I don't recall.

Q. If you go to the second page of the document, it shows, "Officer, Moshe Silber," and an address of 364 North Martel Avenue, Los Angeles, California. Have you ever used that address?

A. Not that I recall.

Q. Have you ever been a member of this

entity?

A. I might have. I don't know.

Q. Do you know who William Moskovits is?

A. I think you mentioned his name earlier.

Q. Okay. Do you know who he is?

A. I think he might be a limited partner on one of my properties.

MR. STOLZ: Let's go to the next one.

(Whereupon, State of Louisiana Secretary of State document was marked as Exhibit T-14 for identification.)

Q. Showing you another document from the State of Louisiana Secretary of State for something called William Grand Pointe, LLC.

Are you familiar with this property?

A. This looks like it's the same -- another LP on that property.

Q. What's LP?

A. Limited partner; LP.

Q. It shows you on the second page as the only officer of this company.

A. Okay. I don't know one way or the other.

Q. Did you have an office at 46 Main

Street in Monsey?

A. Yes.

Q. Do you know what this entity owns?

A. Grant Pointe Apartments, LLC.

Q. And did we talk about that previously?

A. Yes, we did.

Q. And what did we say the disposition of that property was?

A. That you wanted me to see if the investors want to buy my position.

(Whereupon, State of Louisiana Secretary of State document was marked as Exhibit T-15 for identification.)

Q. Showing you what's been marked as T-15, which is, again, from State of Louisiana Secretary of State for an entity called Sol Lafayette, LLC.

Do you know what this entity is?

A. Seems like the same thing. It's a limited partners entity in that same property.

Q. And the other officer is an individual I asked you about before, named Sol Majer.

You don't know who he is?

A. I mentioned earlier that I think he's a limited partner in that property.

MR. STOLZ: Okay, next one.

(Whereupon, Illinois Secretary of State document was marked as Exhibit T-16 for identification.)

Q. T-16, this one is from the Illinois Secretary of State, and it's an entity called Buckingham and Crestview MA, LLC.

Are you familiar with this entity?

A. I don't recall this entity.

Q. And you don't know who Avrahom Orloff is?

A. No.

Q. And have you ever associated with the address of 4569 West Pico Boulevard in Los Angeles?

A. I think I was on Pico Boulevard, yeah.

Q. What were you doing on Pico Boulevard?

A. Maybe buying sausages for my kids.

Q. Your kids eat sausages?

A. Kosher.

MR. STOLZ: Okay. Let's go to the next one.

(Whereupon, Illinois Secretary of State document was marked as Exhibit T-17 for identification.)

Q. This is T-17, again, from Illinois Secretary of State; Lakeland Apartments MA, LLC.

Are you familiar with this entity?

A. I don't recall this entity.

Q. And this one shows Mr. Orloff with an address of Toms River, New Jersey, and you, again, with the Pico Boulevard address?

MR. HOLLANDER: Wait. Wait. Wait. When you say "you again," how can you say that?

MS. PARISIS: Object to form. We object to form.

MR. MARTIN: For your own, he said he had sausage on Pico Boulevard. He never said this was his address.

MR. STOLZ: Again, it shows you Mr. Silber --

MR. HOLLANDER: No. It shows somebody by the name Moshe Silber.

MS. PARISIS: We object to form.

A. I don't recall this, no.

MR. STOLZ: Let's go to the next one.

(Whereupon, Illinois Secretary of State document was marked as Exhibit T-18 for

identification.)

Q. Again, this is from the Illinois Secretary of State and it's regarding something called Riverside Apartments MA, LLC.

Are you familiar with this entity?

A. I don't recall this entity.

Q. And, again, there's an individual by the name of Moshe Silber, which a Pico Boulevard address. And you don't know whether that's you or not?

A. I don't think so.

Q. Have you ever run into another Moshe Silber?

A. No.

MR. STOLZ: Okay, next one.

(Whereupon, Illinois Secretary of State document was marked as Exhibit T-19 for identification.)

Q. Showing you T-19, again, from the Illinois Secretary of State for something called Foxwood Apartments MA, LLC.

Are you familiar with this entity?

A. I don't recall.

MR. STOLZ: Okay, next one.

(Whereupon, Flagstar Bank statements was marked as Exhibit T-20 for identification.)

MS. PARISIS: For the record, this was part of a Flagstar subpoena response?

MR. STOLZ: Correct.

Q. So showing you, Mr. Silber, your Flagstar slash Signature Bank statements.

What is 25 Hidden Valley Drive, Suffern, New York?

A. I used to live there.

Q. How long ago?

A. Like, approximately, six years ago.

Q. You'll see on the front page there are numerous transactions with Coinbase occurring in January of 2022. It's actually two. Do you recall having invested those amounts in Coinbase in 2022?

A. I guess so. I don't remember, but I guess I did if this is my account.

Q. And when you say "lost it," how did you lose it?

A. I was buying and selling crypto and it didn't go that well.

Q. Did you do it through a broker or

directly through Coinbase?

A. I think -- I remember vaguely, I think through Coinbase.

Q. Okay. Can you go to the March statement?

MS. PARISIS: Is that 2022?

MR. STOLZ: Correct.

A. Yep.

Q. You'll see, in March of 2022, there's an incoming wire from Valley National Bank of $1 million, and an outgoing wire to Valley Passaic. Do you have any idea why those transactions would have occurred?

A. No clue.

Q. Please go to the April statement.

MS. PARISIS: Again, 2022?

MR. STOLZ: Correct.

Q. There's an outgoing wire of $1,250,000 to something called RCA RE Holdings, LLC.

Do you know what that entity is?

A. I don't recall.

Q. Okay. Let's go to the May statement. There's an incoming wire for $2,640,000 from Freedom Park Apartments, LLC. Why would you have received

those funds?

A. I don't recall sitting here, but I assume probably a refinance.

Q. And there's an outgoing wire of $500,000 to you on May 23rd of $500,000 to an account at Westchester Bank. Did you maintain bank accounts at Westchester Bank?

A. I think so, yes.

Q. And when was the last time you think you had an account at Westchester Bank?

A. I don't recall sitting here today.

Q. And Valley National Bank and Valley Passaic, are they two separate banks?

A. I'm not sure.

Q. Let's go to July. Can you tell me who those transfers were to on July 15th and July 27th?

A. No clue.

Q. Go to the September statement.

You received an incoming wire from Rapid Services in the amount of $873,735, and it says, loan repayment made 7/15/2022.

Can you tell me what that was?

A. Seems like it was a loan repayment that was made on 7/15/2022.

Q. Who would have repaid that loan?

A. Rapid.

Q. Who would have loaned money to Rapid?

A. I guess myself. I don't know.

Q. And who would know those things?

A. I have no clue.

Q. Do you have a bookkeeper? Anybody who kept track of your personal affairs and transactions?

A. I don't think so.

Q. So who would have given the indication to Signature Bank that this was a loan repayment?

A. I guess me maybe, but I don't recall sitting here today.

Q. Do you know who the Tepper Law Firm is?

A. It's a law firm.

Q. Have you dealt with that law firm before?

A. Maybe one or two transactions, yeah.

Q. Did they represent you or did they represent somebody you were doing business with?

A. I'm not 100 percent sure.

Q. Let's go to the October statement.

I see that there is a transfer out of

this account for $2 million to an account ending in 3950. Do you know whose account that was?

A. No.

Q. Okay. Let's go to the August of 2023 statement. You see that there's an incoming wire on August 23, 2023 of $3 million.

Do you know where that came from?

A. No.

Q. And how would we determine where that came from?

A. I have no clue.

Q. Do you remember getting $3 million into your personal bank account in August of 2023?

A. No.

Q. Let's go to September of 2023.

These outgoing wires on September 12th and September 15th, do you know why you would have been transferring funds to an account you owned at Valley Passaic?

A. No.

Q. And, similarly, you don't know why you would have been -- who you made the transfer of $530,000 to on September 27th?

A. Where do you see that?

MS. PARISIS: The Bates labeled at the bottom, it says 62.

A. Yeah. And how much is it?

Q. $530,000?

A. I don't know.

MS. PARISIS: Dan, can I just ask you, did these documents come with the highlighting or from your --

MR. STOLZ: Yes.

MS. PARISIS: From the original, okay.

Q. And we're looking at the October statement, and we see that you had $1,770,000 in that account, and all of it but $20,000 was withdrawn. Do you have a recollection in October of 2023 where that money went to, the $1,750,000?

A. No.

MR. STOLZ: I think I'm done.

MR. MARTIN: Thank you.

(The matter was concluded.)

(Time noted: 2:00 p.m.)

CERTIFICATION

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

I, KRYSTINA KORNAK FLORA, a Notary Public within and for the State of New Jersey, do hereby certify:

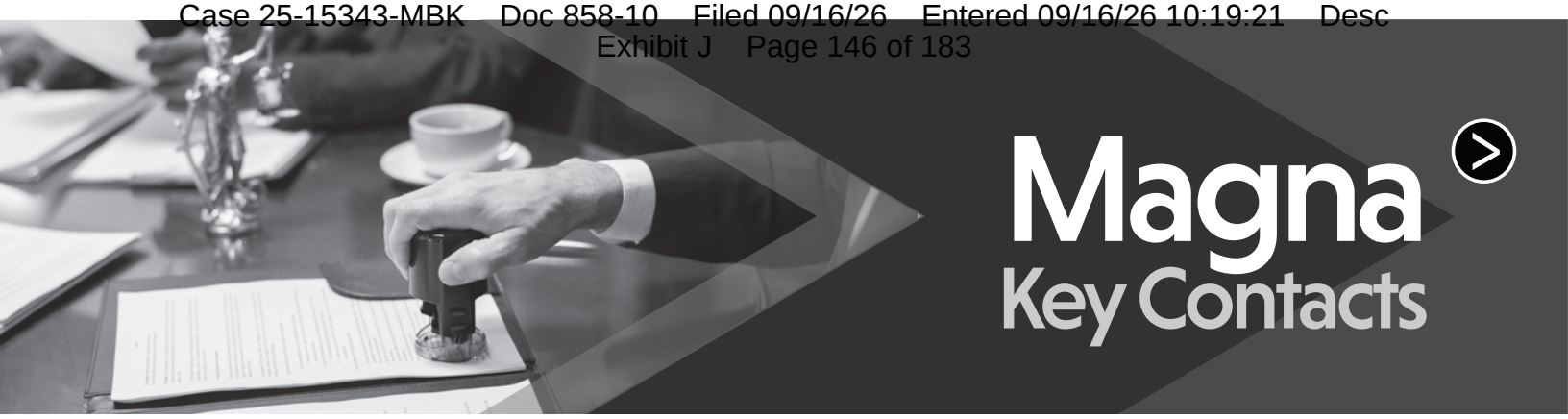
That MOSHE SILBER the witness(es) whose deposition(s) is(are) hereinbefore set forth, was(were) duly sworn by me and that such deposition(s) is(are) a true and accurate record of the testimony given by such witness(es).

I further certify that I am not related to any of the parties to the action by blood or marriage; and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of July, 2026.

Krystina Kornak Flora

KRYSTINA KORNAK FLORA



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MAGNA
LEGAL SERVICES

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EXHIBIT K

Subpoena Duces Tecum and Restraining Notice to Miriam Mizrachi dated December 26, 2024, NYSCEF Doc. No. 55, Acquiom Agency Services LLC v. Silber, Index No. 654386/2024 (Sup. Ct. N.Y. Cnty.)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

-against-

MOSHE SILBER,
a/k/a MARK SILBER,

Defendant.

SUBPOENA DUCES TECUM
& RESTRAINING NOTICE

Index No. 654386/2024

TO:

Miriam Mizrachi
41 Powder Horn Road
Suffern, NY 10901

G R E E T I N G:

WHEREAS, on December 11, 2024, a Judgment was entered in the captioned action commenced in the Supreme Court of New York, New York County, between Acquiom Agency Services LLC, as plaintiff, and Moshe Silber a/k/a Mark Silber, as defendant, in favor of Acquiom Agency Services LLC, as judgment creditor, and against Moshe Silber a/k/a Mark Silber, as judgment debtor, in the amount of $22,153,919.59, of which $22,153,919.59 plus interest from December 11, 2024, remains due and unpaid, less $4,000;

WHEREAS, the Judgment was duly assigned by plaintiff Acquiom Agency Services LLC to Spano Investor LLC by instrument filed with the Clerk of the Court on December 13, 2024, which is now therefore entitled to enforce the Judgment;

NOW, THEREFORE,

WE COMMAND YOU, that all business and excuses being laid aside, to appear by Miriam Mizrachi and attend a deposition to be held (**virtually, by link to be provided**) at the offices of Bernard D'Orazio & Associates, P.C., 238 West 139th Street, New York, NY 10030, before a Notary Public or other officer authorized by law to administer an oath on **January 29, 2025, at 10:00 a.m.**, and at any recessed or adjourned date to give testimony relevant to the enforcement of the judgment entered in favor of the Judgment Creditor.

TAKE FURTHER NOTICE that you are required to bring with you, and produce at the time and place indicated, the following items, things, or documents:

See Schedule attached.

TAKE FURTHER NOTICE that failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed two hundred fifty dollars and all damages sustained by reason of your failure to comply.

RESTRAINING NOTICE

TAKE NOTICE that pursuant to CPLR 5222(b), which is set forth in full herein, you are hereby forbidden to make or suffer any sale, transfer, or assignment of, or interference with, any property in which the judgment debtor has an interest, except as provided therein.

CPLR 5222(b)

"A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or

order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money."

TAKE FURTHER NOTICE that disobedience of this Restraining Notice is punishable as a contempt of court.

Dated: New York, New York
December 26, 2024

LAW OFFICES OF
BERNARD D'ORAZIO & ASSOCIATES, P.C.
Attorneys for Assignee Judgment Creditor
Spano Investor LLC
The Legal Studio @ 238 West 139th Street
New York, New York 10030
(212) 608-5300
bdorazio@dorazio-law.com

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Bank or other financial account statements for all accounts in which Moshe Mark Silber (hereinafter "Judgment Debtor") has or had any interest or access of use since January 1, 2021.

2. Federal and State income returns for Judgment Debtor from and including 2021 to present.

3. Records reflecting Judgment Debtor's present employment, occupation, and all sources of income since January 1, 2021.

4. Monthly account statements and other records of all credit, charge, or debit cards or other credit lines or debit account statements held or used by Judgment Debtor since January 1, 2021, including any personal cards or accounts on which any business expenses of Judgment Debtor were paid.

5. Documents concerning any ownership, equity, or other interest of Judgment Debtor in any LLC, corporation or other business entity, including but not limited to the Operating or Shareholders Agreement(s), shareholder or unit holder registry, minutes or consents to act for all board or shareholders meetings.

6. All documents concerning all debts owed by Judgment Debtor.

7. All documents concerning all debts, including accounts receivable, owed to Judgment Debtor.

8. Personal financial statements (audited or unaudited), including profit and loss, balance, and cash flow statements identifying all assets and liabilities and income of Judgment Debtor from and after January 1, 2021, to the present.

9. Net worth or similar documents for the Judgment Debtor since January 1, 2021.

10. All credit, lease, mortgage or other loan applications or security agreements since January 1, 2021.

11. Documents identifying any individuals or companies acting as accountants, lawyers, bookkeepers, financial consultants or advisors for Judgment Debtor from January 1, 2021, to the present.

12. Documents indicating the location and custodian(s) of Judgment Debtor's financial records, including account statements, balance sheets, cash flow statements, and tax returns.

13. Records indicating sources of all income and location of all accounts owned or controlled by the Judgment Debtor.

14. Documents identifying all claims, lawsuits, causes of action, contingent or non-contingent, in which Judgment Debtor is or was a party since January 1, 2021, including all open or pending litigation.

15. Complete closing records or binder regarding each conveyance or sale of real property in which the Judgment Debtor had an interest (directly or indirectly) since January 2021, including but not limited to:

A. 1092 Haverstraw Road, Suffern NY 10901
B. 1188 Haverstraw Road, Suffern, NY 10901
C. 1070 Haverstraw Road, Suffern, NY 10901
D. 41 Powder Horn Road, Suffern, NY 10901
E. 28 through 36 Powder Horn Road, Suffern, NY 10901

16. All insurance policies obtained by Judgment Debtor since January 1, 2021, including applications therefore.

17. Records indicating present status of all open mortgages on any real property (including co-op) formerly or now owned by Judgment Debtor, including records of all payments made since January 1, 2021, and source of payments (including payor name, bank, and account number).

18. Records showing source of funds and income flow used to maintain each homestead or other premises occupied by Judgment Debtor since January 1, 2021.

19. Records of each gift or transfer of any interest by Judgment Debtor in any paintings, jewelry, fine art, or any other items of personal property worth $500 or more during last six years.

20. All documents concerning any currency, securities, notes, or any items of value in which the Judgment Debtor had or has any interest, held in your home or within your custody or control or held by any third parties (including law firms) in escrow or otherwise.

21. Records relating to the location and contents of any safe deposit box in which the Judgment Debtor has had any interest in the last six years.

22. Records relating to the location and contents of any storage facility or other location outside your residence in which the Judgment Debtor has or had any interest in the last six years.

23. All documents reflecting any transfers of monies, property, securities, or other items of value from Judgment Debtor to any family members during the last six years, including transfers of interests in any real property, directly or indirectly.

24. All documents concerning any sale or assignment or transfer of any assets of the Judgment Debtor since January 1, 2018.

25. All documents concerning any other asset in which Judgment Debtor has or had any interest since January 1, 2018, or any other sources of income.

26. Operating Agreement, register of members and transfers of interest,

27. Closing binder and any other records for conveyance of real property (or ownership interest in entity) owning the properties known as:

A. 41 Powder Horn Road, Suffern, New York;

B. 1188 Haverstraw Road, Suffern, New York;

C. 1070 Haverstraw Road, Suffern, New York;

D. 1092 Haverstraw Road, Suffern, New York;

28. Records of all payments including but not limited to taxes, insurance, mortgage, and maintenance for the properties listed above, including detailed records of the accounts from which the payments were made.

EXHIBIT L

Transcript of the April 3, 2025 hearing before the Hon. Nervana Patel, J.S.C., NYSCEF Doc. No. 64

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK: CIVIL TERM : PART 45

----------X

ACQUIOM AGENCY SERVICES, LLC,

Plaintiff,

- against -

Index. No. 654386/2024

MOTION

MOSHE SILBER A/K/A MARK SILBER,

Defendant.

----------X

60 Centre Street
New York, New York
April 3, 2025

B E F O R E : HONORABLE ANAR RATHOD PATEL,
Justice

A P P E A R A N C E S :

LAW OFFICES OF BERNARD D'ORAZIO
& ASSOCIATES, P.C.
Attorneys for the Plaintiff
238 West 139th Street
New York, New York 10030
BY: BERNARD D'ORAZIO, ESQ.

BERKOVITCH & BOUSKILA, PLLC
Attorneys for the Defendant
80 Broad Street,Suite 3303
New York, New York 10004
BY: ARIEL BOUSKILA, ESQ.

Minerva Marin
Official Court Reporter

PROCEEDINGS

THE COURT: Good morning, everyone.

We are here on the case of Acquiom Agency Services LLC versus Silber, index number 654386 of 2024.

Counsel, appearances, please.

MR. D'ORAZIO: Yes. Good morning, Your Honor.

Bernard D'Orazio of Bernard D'Orazio and Associates, PC appearing for Spano Investor, LLC, which is the assignee of the judgment entered in this case and the movant before Your Honor today.

THE COURT: Good morning, Counsel.

MR. BOUSKILA: Good morning, Your Honor.

Ariel Bouskila of Berkovitch & Bouskila, PLLC, appearing on behalf of non-party Miriam Mizrachi.

THE COURT: Good morning everyone. We are here today on an order to show cause for contempt with respect to responding to a subpoena served upon Ms. Mizrachi.

Mr. Bouskila, what is going on?

MR. BOUSKILA: So, I was just retained on this late last week. I have not had a chance to really wrap my head around this. I had some communications with Mr. D'Orazio about adjourning today's conference pending my client's compliance with the subpoena. Writing documents that are in her possession, that are responsive and preparing for a deposition, ultimately. We don't have a problem appearing.

Mr. D'Orazio made some requests that I felt that I was not able to consent to in a stipulation without having had the opportunity to fully review the subpoena and discuss the nature of what he was asking for with my client.

THE COURT: So, based on your understanding, does your client have documents that are responsive to the subpoena?

MR. BOUSKILA: My client does have some documents that were responsive to the subpoena. I don't know the scope of it yet, we are going through that, as we are now.

Initially, my conversation with Mr. D'Orazio was that we would respond to the document subpoena in or around the end of April given that passover starts in about a week and a half, so just a little bit after that, and then we would appear for a deposition within the first two weeks of May. I think it was by May 8th, if I remember correctly.

We are willing to do that but, at this point, I'm not willing to -- for complete candor to the Court, Mr. D'Orazio asked that I, on behalf of my client, waive all objections to the subpoena except for spousal privilege.

At the time and still now, I am not able to

waive all of the objections that I have with the subpoena. I haven't really fully grasped the situation yet or the nature of the request or what my objections may or may not be.

THE COURT: Okay. So, a few things and then I will turn it over to Mr. D'Orazio.

Just so we're all level set, the fact that Ms. Mizrachi has finally decided to engage you kind of at the last minute after an application for a contempt certainly doesn't relieve her of complying with the subpoena that was served upon her in December of 2024.

So, for this, from this Court's perspective, certainly she's in contempt, okay. She's in contempt.

The question is, how do we go from here in terms of actually getting Mr. D'Orazio the documents to which he is entitled to, deposition testimony?

So with that, Counsel, are you amenable to pushing it out until the end of April?

MR. D'ORAZIO: Yes. We agreed to those dates.

We broke down a stipulation, was that counsel would have a right to object to the subpoena. I said, well, other than privilege, what objections would you be interposing? And he said, for example, well, you might be able to get these documents from the debtor. I said, well, that's not a valid objection.

THE COURT: That's not a basis.

MR. D'ORAZIO: That's not a valid objection, there is no claim of abuse or harassment here. So, these documents, to the extent that they are within her possession, custody or control, should be produced and he was not willing to agree to that and, at this point, I wasn't willing to let him -- to let the contempt witness start to say, no, I'm objecting to this, I'm objecting to that. The time for that has long passed.

THE COURT: Let me ask you a question: As I'm sure you thought of and discussed with counsel, there are a few different ways we can proceed, okay.

Thinking out loud, option A, would be to adjourn this application by a week. I won't give you longer than a week, and enter into a stipulation that has dates for document production, deposition dates and this issue of objections, okay.

And if I don't have that stip in a week, then we will come back here and have a contempt hearing, okay.

Option number two. We proceed today but that seems like a counterproductive endeavor.

Mr. D'Orazio, aside from those options or any others that you want me to consider, how do you want to proceed today?

MR. D'ORAZIO: We would like option A. We

simply -- we have to resolve this issue about the right to object because if he is going to be stedfast in that then we might as well have the contempt hearing.

THE COURT: Agreed.

Mr. Bouskila.

MR. BOUSKILA: Yes, Your Honor. Thank you.

I'm fine with proceeding with option A. It would give me enough time -- that week would give me enough time to review the subpoena in its entirety and give me time to discuss with my client, if there are any specific objections and, this way, if there is something outside of what I mentioned before, which Your Honor has indicated it would not be a valid objection, if there is anything else, then I can have that conversation with Mr. D'Orazio, if he is willing to allow me to reserve any of those other objections to the extent that they may exist and, if they don't, I'm fine, you know, signing that. I just need a couple of days.

THE COURT: Okay. Let me just look at our calendar real quick.

Why don't we adjourn this contempt application to April 10th? We can do April 10th at 9:30.

MR. D'ORAZIO: Your Honor, I have to be in Rockland County that morning in connection with this case, the bigger case. The afternoon, I would be okay, two

o'clock.

THE COURT: Does that work for you, Mr. Bouskila?

MR. BOUSKILA: Would we be able to do this virtually? Because I will be traveling from passover.

THE COURT: Not if it's a contempt hearing.

MR. BOUSKILA: Understood.

THE COURT: When does passover start?

MR. BOUSKILA: Next Saturday night. But I'm traveling, leaving on Wednesday evening.

THE COURT: So we can do Wednesday.

MR. D'ORAZIO: Wednesday is good.

MR. BOUSKILA: Okay.

THE COURT: Why don't we do Wednesday at 10 o'clock, April 9th at 10 a.m. and so the game plan is, parties will either file a stipulation that resolves this contempt application on or before April 8th or, otherwise, appear for a contempt hearing on April 9th at 10 am.

MR. BOUSKILA: Understood, Your Honor.

MR. D'ORAZIO: Yes.

THE COURT: If you need anything before then, reach out and let us know.

Last but not least, if you would obtain a copy of today's transcript and file it under NYSCEF.

MR. D'ORAZIO: Thank you, Your Honor.

MM

MR. BOUSKILA: Thank you.

REPORTER'S CERTIFICATION

I hereby certify that the foregoing is a true and accurate transcript of the proceedings.

Minerva Marin
Official Court Reporter

EXHIBIT M-1

Stipulation filed April 8, 2025, NYSCEF Doc. No. 62

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ACQUIOM AGENCY SERVICES LLC, *Plaintiff,* -against- MOSHE SILBER, A/K/A MARK SILBER *Defendant.*	Index No.: 654386/2024 **STIPULATION**

WHEREAS Plaintiff has filed an Order to Show Cause (Motion #003) seeking to hold non-party Miriam Mizrachi in contempt for failure to comply with a subpoena duces tecum, which is currently returnable April 3, 2025 (the "Motion").

IT IS HEREBY STIPULATED AND AGREED as follows:

the Motion is hereby adjourned until May 15, 2025, or such other date that is acceptable to the Court;

Mizrachi hereby acknowledges due and proper service of the Subpoena and the Motion brought on by Order to Show Cause;

Mizrachi shall search for, obtain, and produce all documents in her possession, custody or control demanded in the subpoena duces tecum on or before April 28, 2025, and shall not interpose any defense or objection (except privilege, if applicable);

Mizrachi shall appear for a deposition on May 8, 2025 or at such other time and place as the parties may agree;

upon Mizrachi's full compliance with the subpoena duces tecum, the Motion shall be withdrawn.

this Stipulation may be signed in counterparts and digital or reproduced signatures will have the same effect as original ink ones.

Dated: April 7, 2025
New York, New York

By: _____
Bernard D'Orazio, Esq.
LAW OFFICES OF BERNARD D'ORAZIO & ASSOCIATES, P.C.
Attorneys for Assignee Judgment Creditor Spano Investor LLC
The Legal Studio @ 238 West 139th Street
New York, New York 10030
(212) 608-5300

By: /s/ Ariel Bouskila
Ariel Bouskila, Esq.
Attorney for Non Party Miriam Mizrachi
1545 US 202 Suite 101
Pomona NY 10970
Phone: 212-729-1477
Fax: 347-342-3192

EXHIBIT M-2

Order entered April 9, 2025, NYSCEF Doc. No. 63

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 45

----------X

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

- v -

MOSHE SILBER,

Defendant.

INDEX NO. 654386/2024

MOTION DATE 03/21/2025

MOTION SEQ. NO. 003

DECISION + ORDER ON MOTION

----------X

HON. ANAR RATHOD PATEL:

The following e-filed documents, listed by NYSCEF document number (Motion 003) 53–60, 62 were read on this motion for CONTEMPT.

The Court is in receipt of parties' Joint Stipulation requesting adjournment of Motion Sequence No. 3 (NYSCEF Doc. No. 62) and, in lieu of granting the adjournment request, denies the Motion without prejudice to refile. Accordingly, it is hereby

ORDERED that the Motion for Contempt is DENIED without prejudice to refile.

April 9, 2025
DATE

ANAR RATHOD PATEL, A.J.S.C.

CHECK ONE:		**CASE DISPOSED**		[X]	**NON-FINAL DISPOSITION**		
	[ ]	**GRANTED**	[X] **DENIED**	[ ]	**GRANTED IN PART**	[ ]	**OTHER**
APPLICATION:	[ ]	**SETTLE ORDER**		[ ]	**SUBMIT ORDER**		
CHECK IF APPROPRIATE:	[ ]	**INCLUDES TRANSFER/REASSIGN**		[ ]	**FIDUCIARY APPOINTMENT**	[ ]	**REFERENCE**

EXHIBIT N

Second Subpoena Duces Tecum to Miriam Mizrachi dated July 12, 2025, returnable August 3, 2025, with Schedule of Documents to be Produced, NYSCEF Doc. No. 70

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

-against-

MOSHE SILBER,
a/k/a MARK SILBER,

Defendant.

SUBPOENA DUCES TECUM

Index No. 654386/2024

TO:

Miriam Mizrachi
41 Powder Horn Road
Suffern, NY 10901

G R E E T I N G:

WHEREAS, on December 11, 2024, a Judgment was entered in the captioned action commenced in the Supreme Court of New York, New York County, between Acquiom Agency Services LLC, as plaintiff, and Moshe Silber a/k/a Mark Silber, as defendant, in favor of Acquiom Agency Services LLC, as judgment creditor, and against Moshe Silber a/k/a Mark Silber, as judgment debtor, in the amount of $22,153,919.59, of which $22,153,919.59 plus interest from December 11, 2024, remains due and unpaid, less $4,000;

WHEREAS, the Judgment was duly assigned by plaintiff Acquiom Agency Services LLC to Spano Investor LLC by instrument filed with the Clerk of the Court on December 13, 2024, which is now therefore entitled to enforce the Judgment;

NOW, THEREFORE,

WE COMMAND YOU, that all business and excuses being laid aside, to provide the following listed documents and appear for a deposition virtually, by link to be provided, or

in person, at Bernard D'Orazio & Associates P.C., 238 West 139th Street, New York, NY 10030, on **August 3, 2025, at 10:00 a.m.**

TAKE FURTHER NOTICE that you are required to bring with you, and produce at the time and place indicated, the following items, things, or documents:

See Schedule attached.

TAKE FURTHER NOTICE that failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed two hundred fifty dollars and all damages sustained by reason of your failure to comply.

Dated: New York, New York
July 12, 2025

LAW OFFICES OF
BERNARD D'ORAZIO & ASSOCIATES, P.C.
Attorneys for Assignee Judgment Creditor
Spano Investor LLC
The Legal Studio @ 238 West 139th Street
New York, New York 10030
(212) 608-5300
bdorazio@dorazio-law.com

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. All documents regarding the sale, conveyance, or other transfer of the following real properties, including the complete closing binder and records indicating distribution of all proceeds from the sale (front and back of each check or other payment item). Records identifying all monies or other consideration from sale of the Property must identify the amount, date, the account into which the payment was made or deposited, and the reason for each payment or transfer.

A. 1070 Haverstraw Road, Suffern, NY 10901
B. 1092 Haverstraw Road, Suffern, NY 10901
C. 1188 Haverstraw Road, Suffern, NY 10901
D. 32 Powder Horn Road, Suffern, NY 10901
E. 34 Powder Horn Road, Suffern, NY 10901
F. 36 Powder Horn Road, Suffern, NY 10901
G. 41 Powder Horn Road, Suffern, NY 10901
H. 27 Lime Kiln Road, Suffern, NY 10901
I. 14 Myrtle Avenue, Spring Valley, NY 10977
J. 11 Brook Street, Suffern, NY 10901
K. 25 Hidden Valley Drive, Suffern, NY 10901
L. 19 and 27A Mile Road, Suffern, NY 10901
M. 97 Gurnee Avenue, Haverstraw, NY 10927

2. Contracts, invoices, statements, correspondence regarding billing or payments, records of payments made by anyone, or billing for all tuition, fees, or other monies paid to or on behalf of any school, religious institution or person, tutor, camp, instructor, day care provider, or any other person, business or institution for each minor child of yours since January 1, 2022.

3. Records for each gift or charity payment received by you directly or indirectly in payment of any expense of yours or your family, from any source, since January 1, 2022, identifying the amounts, dates, payees, and payors.

EXHIBIT O

Order denying the further contempt application without prejudice,
NYSCEF Doc. No. 107

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 45

----------X

ACQUIOM AGENCY SERVICES LLC,

Plaintiff,

- v -

MOSHE SILBER,

Defendant.

INDEX NO. 654386/2024

MOTION DATE 08/26/2025

MOTION SEQ. NO. 004

DECISION + ORDER ON MOTION

----------X

HON. ANAR RATHOD PATEL:

The following e-filed documents, listed by NYSCEF document number (Motion 004) 68–77, 89–91, 93–99, 104–105 were read on this motion to/for CONTEMPT.

WHEREAS Spano Investor LLC ("Spano"), assignee of the Judgment obtained in this matter by Plaintiff Acquiom Agency Services LLC, has represented to this Court that this matter, as alleged against Defendant Moshe Silber ("Silber"), is automatically stayed due to the filing of bankruptcy by Silber (*see* NYSCEF Doc. No. 104);

WHEREAS Silber filed a Chapter 7 Bankruptcy Petition on September 19, 2025, in the United States Bankruptcy Court for the Southern District of New York, thereby commencing the Chapter 7 case pending before the Honorable Sean H. Lane (Case No. 25-22890-shl) (the "Chapter 7 Case") (*see* NYSCEF Doc. No. 105);

WHEREAS this action is therefore automatically stayed under 11 U.S.C. § 362;

Accordingly, it is hereby

ORDERED that this action is stayed pending the resolution of the Chapter 7 Case except for an application to vacate or modify said stay; and it is further

ORDERED that either party may make an application by Order to Show Cause to vacate or modify this stay upon the final determination of the Chapter 7 Case; and it is further

ORDERED that Spano's Motion for Contempt (Mot. Seq. No. 004) is DENIED without prejudice to renew upon lifting of the stay; and it further

ORDERED that the parties shall file a joint letter on NYSCEF informing the court on the status of the Bankruptcy Action on or before January 23, 2026; and it is further

ORDERED that the parties are directed to serve a copy of this order with notice of entry on the Clerk of the General Clerk's Office within ten (10) days from entry and the Clerk shall mark this matter stayed as herein provided; and it is further

ORDERED that such service upon the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the "E-Filing" page on the court's website).

A. R. Patel

9/25/2025
DATE

ANAR RATHOD PATEL, A.J.S.C.

CHECK ONE:		**CASE DISPOSED**		[X]	**NON-FINAL DISPOSITION**		
	[ ]	**GRANTED**	[X] **DENIED**	[ ]	**GRANTED IN PART**	[ ]	**OTHER**
APPLICATION:	[ ]	**SETTLE ORDER**		[ ]	**SUBMIT ORDER**		
CHECK IF APPROPRIATE:	[ ]	**INCLUDES TRANSFER/REASSIGN**		[ ]	**FIDUCIARY APPOINTMENT**	[ ]	**REFERENCE**

EXHIBIT P

Forbearance Agreement dated August 29, 2024 (produced by counsel for the noteholders)

FORBEARANCE AGREEMENT

This Forbearance Agreement ("**Agreement**"), dated as of August 29, 2024, is made by and among Crown Capital Holdings LLC, a Delaware limited liability company (the "**Issuer**"), CBRM Realty Inc., a New York corporation (the "**Parent Guarantor**"), the Subsidiary Guarantors named on Schedule A and on the signature pages hereto (collectively, the "**Subsidiary Guarantors**" and, collectively with the Parent Guarantor, the "Guarantors" and the Guarantors, collectively with the Issuer, the "**Transaction Entities**"), and certain Purchasers (as defined in the Note Purchase Agreements defined below) set forth on the signature pages hereto.

RECITALS

WHEREAS, the Transaction Entities issued financial obligations to the Purchasers pursuant to (i) a certain Note Purchase Agreement dated as of June 1, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the "**6.75% Senior Unsecured Note Purchase Agreement**") pursuant to which certain of the Purchasers purchased 6.75% Senior Unsecured Notes due 2027 issued by the Issuer (the "**6.75% Senior Unsecured Notes**"); (ii) a certain Note Purchase Agreement dated as of June 1, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the "**8.00% Senior Unsecured Note Purchase Agreement**") pursuant to which certain of the Purchasers purchased 8.00% Senior Unsecured Notes due 2025 issued by the Issuer (the "**8.00% Senior Unsecured Notes**"); and (iii) a certain Note Purchase Agreement dated as of December 28, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the "**12.50% Social Senior Unsecured Note Purchase Agreement**", and collectively with the 6.75% Senior Unsecured Note Purchase Agreement and the 8.00% Senior Unsecured Note Purchase Agreement, the "**Note Purchase Agreements**", and each a "**Note Purchase Agreement**") pursuant to which certain of the Purchasers purchased 12.50% Social Senior Unsecured Notes due 2025 issued by the Issuer (the "**12.50% Social Senior Unsecured Notes**", and collectively with the 6.75% Senior Unsecured Notes and the 8.00% Senior Unsecured Notes, the "**Notes**"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Note Purchase Agreements;

WHEREAS, the undersigned Purchasers constitute Required Holders;

WHEREAS, the Issuer is in default under each of the Note Purchase Agreements and Notes;

WHEREAS, CKD Funding LLC is owed $4,081,638.39, DH1 Holdings LLC is owed the amount of $1,360,546.13, and CKD Investor Penn LLC has a contingent guarantee of $26,500,000.00 (together the "**Lender**") as detailed in Schedule C.

WHEREAS, the Transaction Entities have requested that the Required Holders forbear from exercising their rights and remedies under each of the Note Purchase Agreements; and

WHEREAS, the Required Holders are willing to forbear from exercising such rights and remedies for a limited period of time, provided that the Transaction Entities comply with the terms and conditions of this Agreement.

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000281

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Acknowledgments of the Transaction Entities. The Transaction Entities acknowledge and agree that:

1.1 Recitals. The above recitals are true and correct.

1.2 Defaults. The following Defaults the ("Existing Defaults") have occurred and are continuing under the Note Purchase Agreements and the Notes:

(a) Payment Defaults. The issuer has failed to make interest payments that were due and payable under certain of the Notes;

(b) Financial and Business Information Defaults. The Issuer has failed to provide all financial and business information as required by Section 7.1 of the Note Purchase Agreements; and

(c) Officer's Certificate Defaults. The Issuer has failed to provide the officer's certificates certifying compliance with the financial covenants as required by Section 7.2 of the Note Purchase Agreements.

1.3 NPA Documents. The Note Purchase Agreements, and all other agreements, instruments, and other documents executed in connection with or relating to the Notes (the "**NPA Documents**") are legal, valid, binding, and enforceable against the Transaction Entities in accordance with their terms.

1.4 Obligations. The obligations of the Transaction Entities pursuant to the Notes are not subject to any setoff, deduction, claim, counterclaim, or defenses of any kind or character whatsoever.

1.5 Default Interest Rate. The Default Rate of interest under Section 1.2(c) of each of the Note Purchase Agreements is in effect as of the earlier of (i) the date calculated pursuant to a given Note Purchase Agreement, and (ii) the Effective Date of this Agreement. For the avoidance of doubt, nothing herein shall affect the Transaction Entities' obligation to pay interest at the Adjusted Interest Rate as required by Sections 1.2(a) and (b) of the Note Purchase Agreements.

1.6 No Waiver of Defaults. Neither this Agreement, nor any actions taken in accordance with this Agreement or the NPA Documents shall be construed as a waiver of or consent to the Existing Defaults or any other existing or future Defaults under the NPA Documents, as to which Purchasers' rights shall remain reserved.

1.7 Preservation of Rights and Remedies. On the Termination Date (defined below), all of Purchasers' rights and remedies under the NPA Documents and at law and in equity shall be available without restriction or modification, as if the forbearance had not occurred.

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000282

1.8 Purchaser Conduct. Purchasers have fully and timely performed all of their obligations and duties in compliance with the NPA Documents and applicable law, and have acted reasonably, in good faith, and appropriately under the circumstances.

2. Required Holders' Forbearance.

2.1 Forbearance Period. Subject to compliance by the Transaction Entities with the terms and conditions of this Agreement, the Required Holders hereby agree to forbear from exercising their rights and remedies against the Transaction Entities under the NPA Documents with respect to the Existing Defaults during the period (the "**Forbearance Period**") commencing on the Effective Date (as defined in Section 3) and ending on the earlier to occur of (i) January 14, 2025 and (ii) the date that any Forbearance Default (as defined in Section 9) occurs. The Required Holders' forbearance, as provided herein, shall immediately and automatically cease without notice or further action on the earlier to occur of (i) or (ii) (the "**Termination Date**"). On and from the Termination Date, the Purchasers may, in their sole discretion, exercise any and all remedies available to them under the NPA Documents by reason of the occurrence of any Events of Default thereunder or the continuation of any Existing Default.

2.2 Extension of Forbearance Period. In the sole discretion of the Required Holders, and without obligation, after the Termination Date, they may renew or extend the Forbearance Period, or grant additional forbearance periods.

2.3 Scope of Forbearance. During the Forbearance Period, the Required Holders will not (i) accelerate the maturity of the obligations pursuant to the Notes or initiate proceedings to collect the obligations pursuant to the Notes; or (ii) initiate or join in filing any involuntary bankruptcy petition with respect to the Transaction Entities under the Bankruptcy Code, or otherwise file or participate in any insolvency, reorganization, moratorium, receivership, or other similar proceedings against the Transaction Entities under the laws of the United States.

3. Effective Date. This Agreement shall become effective on the date (the "**Effective Date**") that the parties exchange signature pages.

4. Representations and Warranties. Each Transaction Entity represents and warrants as to itself that all representations and warranties relating to it contained in the NPA Documents are true and correct as of the Effective Date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date. The Transaction Entities further represent and warrant to the Purchasers as follows:

4.1 Authorization. The execution, delivery, and performance of this Agreement are within its corporate power and have been duly authorized by all necessary corporate action.

4.2 Enforceability. This Agreement constitutes a valid and legally binding Agreement enforceable against the Transaction Entities in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, and similar laws affecting creditors' rights generally and to general principles of equity.

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000283

4.3 No Violation. The execution, delivery, and performance of this Agreement do not and will not (i) violate any law, regulation, or court order to which the Transaction Entities are subject; (ii) conflict with the Transaction Entities' organizational documents; or (iii) result in the creation or imposition of any lien, security interest, or encumbrance on any property of the Transaction Entities or any of their subsidiaries, whether now owned or hereafter acquired, other than liens in favor of the Purchasers.

4.4 Advice of Counsel. The Transaction Entities have freely and voluntarily entered into this Agreement with the advice of legal counsel of their choosing, or have knowingly waived the right to do so.

4.5 Affiliated Loans. The Transaction Entities do not have any outstanding loans or other obligations to any Insider or Affiliate (as that term is defined in 11 U.S.C. sec. 101)

4.6 Information. All documents and information delivered to Purchasers are true, correct, and complete in all material respects as of the date delivered and as of the Effective Date.

4.7 Subsidiary Guarantor. Schedule A is a true and complete list of Subsidiary Guarantors.

5. Covenants. In addition, in order to induce the Purchasers to forbear from the exercise of their rights and remedies as set forth above, the Transaction Entities hereby covenant and agree that at all times during the Forbearance Period, unless the Purchasers otherwise consent in writing, as follows:

5.1 Reporting of Information.

(a) Financial and Information Reporting. The Transaction Entities shall promptly provide to the Purchasers, with an ongoing duty to continue to provide and update, the information requests on Schedule B. Such reporting may be provided by Lynd Management Group LLC and/or Mr. Kenneth Munkacy pursuant to a separate agreement between the Transaction Entities, Purchasers, and Lynd Management Group LLC and/or Ken Munkacy.

(b) Other Financial Information. The Transaction Entities each shall promptly provide to the Purchasers such financial and other information as the Purchasers may reasonably request.

5.2 Compliance with NPA Documents. The Transaction Entities shall continue to perform and observe all covenants, terms, and conditions, and other obligations contained in all of the NPA Documents and this Agreement, except with respect to the Existing Defaults.

5.3 Independent Fiduciary. Within 10 calendar days of the Effective Date, Issuer shall engage, at its own expense, the services of an individual (reasonably satisfactory to the Required Holders, on terms and conditions satisfactory to Required Holders) to function as an independent fiduciary (the "Independent Fiduciary") with authority to make all decisions on behalf of the Transaction Entities and, through appropriate corporate governance mechanisms, all of the Transaction Entities (the "Fiduciary Agreement"). The parties expressly agree that Mr. Kenneth

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000284

Munkacy is reasonably acceptable to the Purchasers. Any engagement by any of the Transaction Entities of a manger, operator or the like for the properties and/or assets of any of the Transaction Entities (specifically including Lynd Management Group LLC ("Lynd") and any companies affiliated with him) shall be on terms and conditions similar to other Property Management Agreements effective as of the date of this Agreement. Property Management Agreements effective as of the date of this Agreement are satisfactory to the Required Holders.

5.4 Sale or Encumbrance of Assets/Loans. The Transaction Entities shall not sell, convey, transfer, assign, lease, abandon, or otherwise dispose of, or grant, pledge or allow the fixing of any lien, charge, mortgage or any other encumbrance upon, any of its assets, tangible or intangible (including but not limited to sale, assignment, discount, or other disposition of accounts, contract rights, chattel paper, or general intangibles with or without recourse), or borrow any money, whether in a new loan, a new draw on an existing loan, or refinancing, without the Required Holders' prior written consent after the Required Holders review of a "sources and uses" statement with regard to the sale proceeds and such other information as the Required Holders may reasonably request. Notwithstanding the foregoing, subject to the terms and conditions of the Fiduciary Agreement, Transaction Entities shall be permitted to borrow one time up to Twenty Five Million and No/100 Dollars ($25,000,000.00) under a new loan approved by the Independent Fiduciary (after reviewing all requested financial due diligence and, specifically, a sources and uses statement) as advised or arranged by Lynd and Concord Summit Capital, which loan may be secured by the following properties owned by the Transaction Entities: Carmel Brook, Carmel Spring, Laguna Creek, and Laguna Reserve (together "NOLA-4"), provided that (i) such sums are used in furtherance of the operation, maintenance, and improvement of the property, or repayment of senior secured debt, owned by the Transaction Entities (individually or collectively, a "Stabilization Loan"), (ii) a sources and uses statement is provided to the Required Holders within 14 calendar days before the closing of such Stabilization Loan, and (iii) the funding of the loan is not in any way connected to or originated by the Lender or those that invest in or are otherwise affiliated with the Lender.

5.5 Professional Fees. The Transaction Entities shall pay the professional fees of the Purchasers as provided in Section 11.12 of this Agreement.

5.6 Notice of Adverse Claims. If the Transaction Entities shall become aware that any person or entity is asserting any lien, encumbrance, security interest, or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution, or similar process or any claim of control) against any of them or any of their property which exceeds $100,000 in value (each, an **"Adverse Claim"**), they shall promptly notify the Purchasers in writing thereof, and provide to the Purchasers all documentation and other information it may request regarding such Adverse Claim. Specifically, and without limiting the forgoing, the Transaction Entities shall promptly provide, but in no event less than 48 hours after becoming aware of any such activities, complete information regarding any and all collection activities of Acquiom Agency Services LLC, the Plaintiff in the lawsuit in the Supreme Court of the State of New York, Country of New York, Index No. 652265/2024 No. (or any entity acting or purporting to act on its behalf).

5.7 Payments to Affiliates. The Transactions Entities shall not make any payments to any insiders or affiliates (as those terms are defined in title 11 of the United States

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000285

Code) of any of the Transaction Entities, including Mark Silber and any entities controlled by him, without the Required Holders' prior written consent.

5.8 Maintenance of Computers. The Transaction Entities shall retain possession of and otherwise maintain their existing computers, hard drives and other information storage devices. The Independent Fiduciary shall be granted access to all such information and Mark Silber's access shall be terminated.

5.9 Further Assurances. Promptly upon the request of the Purchasers, the Transaction Entities shall take any and all actions of any kind or nature whatsoever, and execute and deliver additional documents, that relate to this Agreement and the transactions contemplated herein.

5.10 Resolution with the Lender. The Transaction Entities shall not resolve any loan with the Lender through a deed in lieu of foreclosure or similar process.

6. Reaffirmation of Guaranty. Each Guarantor hereby ratifies and reaffirms (i) the validity, legality, and enforceability of the Guarantee; (ii) that its reaffirmation of the Guarantee is a material inducement to the Purchasers to enter into this Agreement; and (iii) that its obligations under the Guarantee shall remain in full force and effect until all the obligations pursuant to the Notes have been paid in full.

7. Release of Claims and Waiver of Defenses. In further consideration of the Required Holders' execution of this Agreement, the Transaction Entities, on behalf of themselves and their successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, agents, and attorneys hereby forever, fully, unconditionally and irrevocably waive and release Purchasers and their successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents (collectively, the "**Releasees**") from any and all claims, liabilities, obligations, debts, causes of action (whether at law or in equity or otherwise), defenses, counterclaims, setoffs, of any kind, whether known or unknown, whether liquidated or unliquidated, matured or unmatured, fixed or contingent, directly or indirectly arising out of, connected with, resulting from, or related to any act or omission by any Purchaser or any other Releasee with respect to the NPA Documents, other than any Purchaser's willful acts or omissions, on or before the date of this Agreement (collectively, the "**Claims**"). The Transaction Entities further agree that Issuer shall not commence, institute, or prosecute any lawsuit, action, or other proceeding, whether judicial, administrative, or otherwise, to collect or enforce any Claim.

8. Indemnification. The Transaction Entities hereby expressly acknowledge, agree, and reaffirm their indemnification obligations to Purchasers and the other Indemnitees as set forth in Section 15 of each of the Note Purchase Agreements. The Transaction Entities further acknowledge, agree, and reaffirm that all such indemnification obligations set forth in Section 15 of each of the Note Purchase Agreements shall survive the expiration of the Forbearance Period and the termination of this Agreement, each of the Note Purchase Agreements, the other NPA Documents, and the payment in full of the obligations pursuant to the Notes. Notwithstanding the foregoing, such indemnity shall not be available to the extent that such claims, damages, losses,

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000286

liabilities, or related expenses result solely from a Purchaser or other Releasee's gross negligence or willful misconduct.

9. Forbearance Default. The occurrence of one or more of the following shall constitute a "**Forbearance Default**" under this Agreement:

9.1 The occurrence of the Termination Date.

9.2 The Transaction Entities shall fail to abide by or observe any term, condition, covenant, or other provision contained in this Agreement or any document related to or executed in connection with this Agreement.

9.3 A default or event of default shall occur under any NPA Document or any document related to or executed in connection with this Agreement or any of the NPA Documents (other than the Existing Defaults).

9.4 Any Guarantor ceases to exist or revokes or terminates its liability under its Guarantee, or challenges the validity or enforceability of its Guarantee, or denies any further liability or obligation thereunder.

9.5 Any Transaction Entity:

(a) Intentionally Omitted

(b) (i) commences any case, proceeding, or other action under any existing or future Requirement of Law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking (A) to have an order for relief entered with respect to it, or (B) to adjudicate it as bankrupt or insolvent, or (C) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (D) appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or (ii) makes a general assignment for the benefit of its creditors;

(c) has commenced against it in a court of competent jurisdiction any case, proceeding, or other action of a nature referred to in clause (c) above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged, unstayed, or unbonded for 60 days; or

(d) ceases to conduct business in the ordinary course.

9.6 Any Transaction Entity, or any of their respective creditors commences a case, proceeding, or other action against any Purchaser relating to any of the obligations pursuant to the Notes, NPA Documents, this Agreement, or any action or omission by Purchasers or their agents in connection with any of the foregoing.

9.7 Any representation or warranty of the Transaction Entities made herein shall be false, misleading, or incorrect in any material respect when made.

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000287

9.8 Any entity takes any collection action, including without limitation garnishing of bank accounts, levy and execution against personal property, recording or otherwise imposing of liens against real or personal property, and foreclosure proceedings (whether or not by way of court proceeding), against any of the assets or other property of any of the Transaction Entities that seeks to collect on a debt in excess of $100,000.

9.9 Any Transaction Entity takes an action, or any event or condition occurs or exists, which Purchasers reasonably believe in good faith is inconsistent in any material respect with any provision of this Agreement, or impairs, or is likely to impair, the prospect of payment or performance by Issuer of its obligations under this Agreement or any of the NPA Documents.

9.10 A default or event of default shall occur under any obligation owed to the Lender.

10. Remedies. Immediately upon the occurrence of a Forbearance Default:

10.1 The Forbearance Period shall immediately and automatically cease without notice or further action without notice to, or action by, any party.

10.2 The Purchasers shall be entitled to exercise any or all of their rights and remedies under the NPA Documents, this Agreement, or any stipulations or other documents executed in connection with or related to this Agreement or any of the NPA Documents, or applicable law, including, without limitation, the appointment of a receiver.

11. Miscellaneous.

11.1 Notices. Any notices with respect to this Agreement shall be given in the manner provided for in Section 18 of each of the Note Purchase Agreements. The Transaction Entities shall promptly provide any updates to those notice provisions.

11.2 Integration; Modification of Agreement. This Agreement and the NPA Documents embody the entire understanding between the parties hereto and supersedes all prior agreements and understandings (whether written or oral) relating to the subject matter hereof and thereof. The terms of this Agreement may not be waived, modified, altered, or amended except by agreement in writing signed by all the parties hereto. This Agreement shall not be construed against the drafter hereof.

11.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.4 Full Force and Effect. The NPA Documents shall remain unchanged, in full force and effect and continue to govern and control the relationship between the parties hereto, except to the extent they are inconsistent with, superseded, or expressly modified herein. To the extent of any inconsistency, amendment, or superseding provision, this Agreement shall govern and control.

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000288

11.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, provided that the Transaction Entities' rights under this Agreement are not assignable. The Purchasers may assign their rights and interests in this Agreement, the NPA Documents, and all documents executed in connection with or related to this Agreement or the NPA Documents, at any time without the consent of or notice to the Transaction Entities.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof.

11.7 No Waiver. No failure to exercise and no delay in exercising, on the part of the Purchasers any right, remedy, power, or privilege hereunder or under the NPA Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Further, the Purchasers' acceptance of payment on account of the obligations pursuant to the Notes or other performance by the Transaction Entities after the occurrence of an Event of Default shall not be construed as a waiver of such Event of Default, any other Event of Default, or any of the Purchasers' rights or remedies.

11.8 Cumulative Rights. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

11.9 Recommendation of Counsel. The Transaction Entities acknowledge that the Purchasers have recommended that they each consult with counsel prior to execution of this Agreement and represent that they either have done so or have knowingly waived the right to do so despite the express recommendation of the Purchasers.

11.10 Consent to Jurisdiction; Venue; Service of Process.

(a) **Consent to Jurisdiction.** The Transaction Entities each hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of all New York state courts, for the purpose of bringing any litigation, actions, or proceedings in any manner relating to or arising out of this Agreement or any of the NPA Documents. Nothing herein or in any NPA Document shall affect any right that the Purchasers may otherwise have to bring any action or proceeding relating to this Agreement or any NPA Document against the Transaction Entities or its properties in the courts of any jurisdiction.

(b) **Waiver of Venue.** The Transaction Entities hereby each waive any objection they may now or hereafter have to the laying of venue in such court and irrevocably waive, to the fullest extent permitted by applicable law, the defense of forum non conveniens to the maintenance of such action or proceeding in any such court.

(c) **Service of Process.** The Transaction Entities each hereby irrevocably consent to the service of process by certified or registered mail sent to the address

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000289

provided for notices in Section 11.1 and agree that nothing herein will affect the right of the Purchasers to serve process in any other manner permitted by applicable law.

11.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR ANY NPA DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY. EACH PARTY HERETO (A) CERTIFIES THAT NO AGENT, ATTORNEY, REPRESENTATIVE, OR ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF LITIGATION, AND (B) ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

11.12 Reimbursement of Costs and Expenses. Each of the Transaction Entities agree to pay all reasonable costs, fees, and expenses of the Purchasers (including attorneys' fees), expended or incurred by the Purchasers in connection with the negotiation, preparation, administration, and enforcement of this Agreement, the NPA Documents, the Notes, and all fees, costs, and expenses incurred in connection with any bankruptcy or insolvency proceeding (including, without limitation, any adversary proceeding, contested matter, or motion brought by the Purchasers or any other person). Without in any way limiting the foregoing, the Transaction Entities hereby reaffirm their agreement under the applicable NPA Documents to pay or reimburse the Purchasers for certain costs and expenses incurred by the Purchasers. In addition, and for the avoidance of doubt, the Transaction Entities shall promptly pay (i) the reasonable attorneys' fees and costs incurred by Faegre Drinker Biddle & Reath LLP, as counsel to the Purchasers, from March 1, 2024 and continue to pay such fees and costs on a monthly basis and (ii) the reasonable fees and costs incurred by IslandDundon, as financial advisor to the Purchasers, from June 1, 2024 and continue to pay such fees and costs on a monthly basis. Furthermore, and for the avoidance of doubt, the Transaction Entities and the Purchasers acknowledge that the engagement letter (the "Piper Sandler Engagement Letter") entered into among the Issuer, the Parent Guarantor and Piper Sandler & Co. ("Piper Sandler"), dated as of March 4, 2024, shall remain in full and effect, and the Transaction Entities shall promptly pay any fees and/or expenses due and payable to Piper Sandler pursuant to such Piper Sandler Engagement Letter. The Transaction Entities are jointly and severally liable for their obligations under this Section 11.12 and, anything to the contrary herein notwithstanding, each of Faegre Drinker, Biddle & Reath LLC, IslandDundon and Piper Sandler are third party beneficiaries of this provision of this Agreement.

11.13 Headings. The section headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11.14 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000290

[SIGNATURE PAGE FOLLOWS]

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000291

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASERS:

CUSTOMERS BANK

By_____

Name: DANIEL B. PARK

Title: EVP/TREASURER

FEDERATED MUTUAL INSURANCE COMPANY

By_____

Name:

Title:

FEDERATED LIFE INSURANCE COMPANY

By_____

Name:

Title:

FEDERATED SERVICE INSURANCE COMPANY

By_____

Name:

Title:

FEDERATED RESERVE INSURANCE COMPANY

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000292

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASERS:

CUSTOMERS BANK

By_____

Name:

Title:

FEDERATED MUTUAL INSURANCE COMPANY

By Donna Ennis

Name: Donna Ennis

Title: VP & Snr PM

FEDERATED LIFE INSURANCE COMPANY

By Donna Ennis

Name: Donna Ennis

Title: VP & Snr PM

FEDERATED SERVICE INSURANCE COMPANY

By Donna Ennis

Name: Donna Ennis

Title: VP & Snr PM

FEDERATED RESERVE INSURANCE COMPANY

By Donna Ennis

Name: Donna Ennis

Title: VP & Snr PM

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000293

GRANITE RE, INC.

By Donna Ennis

Name: Donna Ennis

Title: VP & Snr PM

THE CINCINNATI INSURANCE COMPANY

By_____

Name:

Title:

CINCINNATI LIFE INSURANCE COMPANY

By_____

Name:

Title:

SAGICOR LIFE INSURANCE

By_____

Name:

Title:

WESTERN CATHOLIC UNION

By_____

Name:

Title:

CATHOLIC FRATERNAL LIFE f/k/a CATHOLIC HOLY FAMILY LIFE

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000294

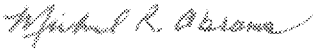
GRANITE RE, INC.

By_____

Name:

Title:

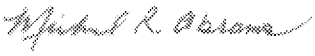
THE CINCINNATI INSURANCE COMPANY

By 

Name: Michael R. Abrams

Title: Vice President

CINCINNATI LIFE INSURANCE COMPANY

By 

Name: Michael R. Abrams

Title: Vice President

SAGICOR LIFE INSURANCE

By_____

Name:

Title:

WESTERN CATHOLIC UNION

By_____

Name:

Title:

CATHOLIC FRATERNAL LIFE f/k/a CATHOLIC HOLY FAMILY LIFE

By_____

Name:

Title:

DMS□□S□□□□□□□□□□□□

GRANITE RE, INC.

By_____

Name:

Title:

THE CINCINNATI INSURANCE COMPANY

By_____

Name:

Title:

CINCINNATI LIFE INSURANCE COMPANY

By_____

Name:

Title:

SAGICOR LIFE INSURANCE

By_____

Name: Bernard Gaffney

Title: Senior Vice President, Investments

WESTERN CATHOLIC UNION

By_____

Name:

Title:

CATHOLIC FRATERNAL LIFE f/k/a CATHOLIC HOLY FAMILY LIFE

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA

GRANITE RE, INC.

By_____

Name:

Title:

THE CINCINNATI INSURANCE COMPANY

By_____

Name:

Title:

CINCINNATI LIFE INSURANCE COMPANY

By_____

Name:

Title:

SAGICOR LIFE INSURANCE

By_____

Name:

Title:

WESTERN CATHOLIC UNION

By Matthew C. Bainbridge

Name: Matthew C. Bainbridge

Title: Secretary-Treasurer

CATHOLIC FRATERNAL LIFE f/k/a CATHOLIC HOLY FAMILY LIFE

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA

GRANITE RE, INC.

By_____

Name:

Title:

THE CINCINNATI INSURANCE COMPANY

By_____

Name:

Title:

CINCINNATI LIFE INSURANCE COMPANY

By_____

Name:

Title:

SAGICOR LIFE INSURANCE

By_____

Name:

Title:

WESTERN CATHOLIC UNION

By_____

Name:

Title:

CATHOLIC FRATERNAL LIFE f/k/a CATHOLIC HOLY FAMILY LIFE

By Sandy Bunch

Name: SANDY DONCHARD

Title: PRES/CEO

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA

FIRST CATHOLIC SLOVAK UNION

By_____

Name: Kenneth Arendt

Title: President

LUSO-AMERICAN FINANCIAL, A FRATERNAL BENEFIT SOCIETY

By_____

Name:

Title:

NATIONAL SLOVAK SOCIETY OF THE USA

By_____

Name:

Title:

POLISH ROMAN CATHOLIC UNION OF AMERICA

By_____

Name:

Title:

SPJST

By_____

Name:

Title:

UKRAINIAN NATIONAL ASSOCIATION

By_____

Name:

Title:

FIRST CATHOLIC SLOVAK UNION

By_____

Name:

Title:

LUSO-AMERICAN FINANCIAL, A FRATERNAL BENEFIT SOCIETY

By Sue Nichols

Name: SUE NICHOLS

Title: VP/CONTROLLER

NATIONAL SLOVAK SOCIETY OF THE USA

By_____

Name:

Title:

POLISH ROMAN CATHOLIC UNION OF AMERICA

By_____

Name:

Title:

SPJST

By_____

Name:

Title:

UKRAINIAN NATIONAL ASSOCIATION

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000300

FIRST CATHOLIC SLOVAK UNION

By_____

Name:

Title:

LUSO-AMERICAN FINANCIAL, A FRATERNAL BENEFIT SOCIETY

By_____

Name:

Title:

NATIONAL SLOVAK SOCIETY OF THE USA

By Linda M Strom

Name: LINDA M. STROM

Title: SECRETARY/TREASURER, CFO

POLISH ROMAN CATHOLIC UNION OF AMERICA

By_____

Name:

Title:

SPJST

By_____

Name:

Title:

UKRAINIAN NATIONAL ASSOCIATION

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000301

FIRST CATHOLIC SLOVAK UNION

By_____

Name:

Title:

LUSO-AMERICAN FINANCIAL, A FRATERNAL BENEFIT SOCIETY

By_____

Name:

Title:

NATIONAL SLOVAK SOCIETY OF THE USA

By_____

Name:

Title:

POLISH ROMAN CATHOLIC UNION OF AMERICA

By_____

Name: James J. Robaczewski

Title: President

SPJST

By_____

Name:

Title:

UKRAINIAN NATIONAL ASSOCIATION

By_____

Name:

Title:

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA

FIRST CATHOLIC SLOVAK UNION

By_____

Name:

Title:

LUSO-AMERICAN FINANCIAL, A FRATERNAL BENEFIT SOCIETY

By_____

Name:

Title:

NATIONAL SLOVAK SOCIETY OF THE USA

By_____

Name:

Title:

POLISH ROMAN CATHOLIC UNION OF AMERICA

By_____

Name:

Title:

SPJST

By_____

Name: Leonard Mikeska

Title: CHIEF FINANCIAL OFFICER

UKRAINIAN NATIONAL ASSOCIATION

By_____

Name:

Title:

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FIRST CATHOLIC SLOVAK UNION

By_____

Name:

Title:

LUSO-AMERICAN FINANCIAL, A FRATERNAL BENEFIT SOCIETY

By_____

Name:

Title:

NATIONAL SLOVAK SOCIETY OF THE USA

By_____

Name:

Title:

POLISH ROMAN CATHOLIC UNION OF AMERICA

By_____

Name:

Title:

SPJST

By_____

Name:

Title:

UKRAINIAN NATIONAL ASSOCIATION

By_____

Name: Roman B. Hirniak

Title: President/CEO

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA

Name:

Title:

BAR HARBOR BANK & TRUST

By_____

Name:

Title:

NEXANNUITY ASSET MANAGEMENT, L.P.

By_____

Name:

Title:

ISSUER:

CROWN CAPITAL HOLDINGS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

PARENT GUARANTOR:

CBRM REALTY INC.

By_____

Name: Mark Silber

Title: Authorized Signatory

SUBSIDIARY GUARANTORS:

RH NEW ORLEANS HOLDINGS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000305

NBA NEW ORLEANS HOLDINGS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

BERGENFIELD INVESTORS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

STONEBRIDGE PARTNER LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

RAYLBNT LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

PAR MANAGER I LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

RSBRM APTS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000306

RNBF HOLDINGS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

SUMMERSET VILLAS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

CROWN CAPITAL PARTNERS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

CARRIAGE HOUSE APTS MM LLC

By_____

Name:Mark Silber

Title: Authorized Signatory

RE STERLINGWOOD APTS MM LLC

By_____

Name: Mark Silber

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000307

Title: Authorized Signatory

RHODIUM CT GP LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

RHODIUM CT LP LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

RHODIUM FC CT LP

By_____

Name: Mark Silber

Title: Authorized Signatory

RH FC 14 CT GP LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

CROWN CAPITAL HOLDINGS SPV LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

SYCAMORE MEADOWS APTS PARTNER LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

CHAPEL RIDGE APTS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

SLIDELL APARTMENTS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

HIGHLAND PARK APTS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

EVERGREEN APTS PARTNER LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

COVINGTON PARK APTS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

COPPER RIDGE APTS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

MAGNOLIA TRACE APTS MM LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

MAIDEN HOLDINGS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

RECTOR INVESTMENTS LLC

By_____

Name: Mark Silber

Title: Authorized Signatory

LAUREL HOLDCO LLC

By_____

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000310

Name: Mark Silber
Title: Authorized Signatory

TRINITY PARTNER LLC

By _____

Name: Mark Silber
Title: Authorized Signatory

GREYSTONE APTS MM LLC

By _____

Name: Mark Silber
Title: Authorized Signatory

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA

SCHEDULE A
SUBSIDIARY GUARANTORS

RH NEW ORLEANS HOLDINGS MM LLC
NBA NEW ORLEANS HOLDINGS LLC
BERGENFIELD INVESTORS LLC
STONEBRIDGE PARTNER LLC
RAYLBNT LLC
PAR MANAGER I LLC
RSBRM APTS LLC
RNBF HOLDINGS LLC
SUMMERSET VILLAS MM LLC
CROWN CAPITAL PARTNERS LLC

CARRIAGE HOUSE APTS MM LLC
RE STERLINGWOOD APTS MM LLC
RHODIUM CT GP LLC
RHODIUM CT LP LLC
RHODIUM FC CT LP
RH FC 14 CT GP LLC
CROWN CAPITAL HOLDINGS SPV LLC
SYCAMORE MEADOWS APTS PARTNER LLC
CHAPEL RIDGE APTS MM LLC
SLIDELL APARTMENTS MM LLC
HIGHLAND PARK APTS MM LLC
EVERGREEN APTS PARTNER LLC

COVINGTON PARK APTS LLC
COPPER RIDGE APTS MM LLC
MAGNOLIA TRACE APTS MM LLC
MAIDEN HOLDINGS LLC
RECTOR INVESTMENTS LLC
LAUREL HOLDCO LLC
TRINITY PARTNER LLC
GREYSTONE APTS MM LLC

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000312

SCHEDULE B
FINANCIAL AND INFORMATION REPORTING

Initial Information

- Historical Financial Statement (Audited, if available)
  - Balance Sheet
  - Income Statement
  - Cashflow Statement
  - L12M Monthly Bank Statements

- Bank Information
  - List of bank and bank accounts
  - Monthly bank statements for the past two years
  - Wire transfer information for the past two years

- Financial projections (if any) prepared by Piper Sandler

- Asset level detail for company's holdings/portfolio
  - Property
    - Asset type
    - Property address
    - Property manager and contact information
    - Programming and number of units by unit type
  - Valuation
    - Most recently appraised value / Valuation date
    - Valuation provider
  - L12M operations
    - Occupancy
    - Average rent
  - 1st Lien Debt (Mortgage)
    - Unpaid principal balance
    - Lender's name
    - Maturity date / Extension option
    - Delinquency Status (i.e., number of day delinquent)
    - Previous modifications
  - Subordinate or Other Debt
    - Unpaid principal balance
    - Lender's name
    - Maturity date / Extension option
    - Delinquency Status (i.e., number of days delinquent)
    - Security Interest / Collateral (i.e., Secured or Unsecured)
    - Previous modifications

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000313

        - Any litigation or collection activities
    - Taxes
        - Assessed value
        - Estimated quarterly payment
        - Unpaid taxes
- Debt
    - Information concerning all debt or liabilities of the Transaction Entities, whether or not contingent, unliquidated or disputed

- Insurance Policies
    - Unpaid premiums

- Property Taxes/Unpaid Taxes

- Other Accounts Payables (with aging)

- Title Reports

Periodic / Recurring Information

- Asset Level Operating Statements
    - Rent
    - Net Operating Income
    - Net Cash Flow

- Mortgage Reporting
    - Same reporting requirements as mortgage lenders
    - Modification to any mortgage loans
    - Notices from lenders

- Property budgets and variance reporting, as prepared in the ordinary course

- Monthly Rent Rolls

- Monthly Bank Statements

- Quarterly Schedule of Taxes and Insurance showing Proof of Payment

- Quarterly Schedule of Prepaid Rent

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00000314

SCHEDULE C

Existing Liabilities			
Lender	**Description**	**Property**	**Amount**
CKD Funding LLC	Existing Loan	RH Windrun LLC*	1,360,546.13
CKD Funding LLC	Existing Loan	RH Lakewind East LLC*	1,360,546.13
CKD Funding LLC	Existing Loan	RH Copper Creek LLC *	1,360,546.13
DH1 Holdings LLC	Existing Loan	RH Chenault Creek LLC*	1,360,546.13
Senior Loan			**5,442,184.52**

*NOLA - 4 Properties

Contingent Liabilties			
CKD Investor Penn LLC	Bankwell PG upon Loss	NOLA - 4	26,500,000.00
Contingent			**26,500,000.00**

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EXHIBIT Q

Transcript of the Deposition of Miriam Mizrachi, May 8, 2025, in the Acquiom Action (Sandy Saunders Reporting; condensed) — SPANO00003610—3649

SUPREME COURT OF THE STATE OF NEW YORK CONDENSED

COUNTY OF NEW YORK

- X

ACQUIOM AGENCY SERVICES, LLC,

Plaintiff,

-against- Index NO.: 654386/2024

MOSHE SILBER a/k/a MARK SILBER,

Defendant.

- X

May 8, 2025
11:09 a.m.

1545 Route 202
Pomona, New York

DEPOSITION of the Non-Party Witness MIRIAM MIZRACHI, held pursuant to Subpoena and before a Notary Public within and for the State of New York.

Reported by: Charlene Rosman

SANDY SAUNDERS REPORTING
254 South Main Street, Suite 216
New City, New York 10956
(845) 634-7561

A P P E A R A N C E S:

LAW OFFICES OF BERNARD D'ORAZIO & ASSOCIATES, P.C
Attorneys for Plaintiff
The Legal Studio @238 West 139th Street
New York, New York 10030
BY: BERNARD D'ORAZIO, ESQ.

BERKOVITCH & BOUSKILA, PLLC
Attorneys for Miriam Mizrachi
1545 Route 202, Suite 101
Pomona, New York 10970
BY: ARIEL BOUSKILA, ESQ.

S T I P U L A T I O N S

IT IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereby, that:

All rights provided by the C.P.L.R. and Part 221 of the Uniform Rules For the Conduct of Depositions, including the right to object to any question, except as to the form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any testimony at this examination shall not be a bar or waiver to make such motion at, and is reserved, to the trial of this action.

This deposition may be sworn to by the witness being examined before a Notary Public other than the Notary Public before whom this examination was begun, but the failure to do so or to return the original of the deposition to counsel, shall not be deemed a waiver of the rights provided by Rule 3116 of the C.P.L.R., and shall be controlled thereby.

The filing of the original of this deposition is waived.

IT IS FURTHER STIPULATED, that a copy of this examination shall be furnished to the attorney for the witness being examined without charge.

MIRIAM MIZRACHI, having been first duly affirmed, was examined and testified as follows:

EXAMINATION BY MR. D'ORAZIO:

Q. What is your name?
A. Miriam Mizrachi.
Q. Where do you live?
A. 41 Powder Horn Drive, Suffern, New York 10901.
Q. Good morning, Ms. Mizrachi. I'm Bernard D'Orazio. I'm the attorney for Spano Investor, LLC, which is the assignee of a money judgment entered against Moshe Silber, also known as Mark Silber. Originally, the judgment was entered in favor of the a company called Acquiom, but my client now is the party entitled to enforce that judgment. We are here today in connection with a subpoena that was served upon you in which I'm seeking information relevant to enforcement of that judgment, and you've received a copy of that subpoena?

So let's explain the process here. So this is a question and answer process here where you have to listen and answer if you can. Your

attorney can't tell you what to say or what to do. If he thinks the question is improper, he can object and make an objection on the record. But generally speaking, you have to answer the questions unless I'm really misbehaving today, which I promise I won't. So, this is a straightforward thing. No one is trying to trick you or trap you in any way. You've affirmed to tell the truth. You have to tell the truth to the best of your ability. You're not allowed to decide what to tell me, what not to tell me. If your attorney thinks it's improper, it's his job to do something about that. So, you received a copy of a subpoena?
A. Yes.
Q. And the subpoena had a list of documents in it, do you remember that?
A. Um, I think so.
Q. Did you review the list and attempt to collect the documents?
A. Like what do you mean by that?
Q. So the process here in a lawsuit is that we serve this legal document called a subpoena and it has attached to it a list of documents that

we're requesting to see, and your attorney has given me some documents. The question is, whether you yourself went through the list and attempted to collect any documents?

A. Yeah, I did.

Q. And where did you collect the documents from?

A. From files that I had.

Q. In your house?

A. Yeah.

Q. Did you look any place else other than in your house?

A. No.

Q. Do you keep any records someplace else, an office, any other place?

A. I don't think so.

Q. And of the files that you searched, files that are your personal files?

A. Like what do you mean?

Q. Well, whose files did you search? Were they yours or somebody else's? Withdraw the question.

Let's start this way. You gave your address before as 41 Powder Horn, right?

A. Correct.

Q. And you live there?

A. Yes.

Q. And you live there with your family?

A. Yes.

Q. And you have children?

A. Yes.

Q. How many children do you have?

A. I have six.

Q. And do you live there with anyone else other than your children?

A. What do you mean?

Q. Does anyone else live in that house except you and your children?

A. Like now?

Q. Yeah.

A. No.

Q. Previously, your husband lived there?

A. Yeah.

Q. And your husband is Moshe, Mark Silber, correct?

A. Correct.

Q. And you're still married as of today?

A. Yes.

Q. And nobody else lives in the house at the present time?

A. No.

Q. You don't have grandparents or uncles or domestic help, anybody like that living in the house?

A. No.

Q. Does your husband have files or records in the house?

A. I wouldn't know.

Q. Why wouldn't you know?

A. I am not involved with his stuff.

Q. But you live in the same house with him, so wouldn't you know if he has records there?

A. No.

Q. When he lived in the house, did he have like an office in the house?

A. Yes.

Q. Was it in one room?

A. Yes.

Q. And what's in that room today?

A. A printer, his computer.

Q. Anything else?

A. A wine fridge.

Q. Anything else?

A. A chair, a desk.

Q. How about filing cabinets?

A. I'm not sure.

Q. Are there any other places where documents are kept?

A. In probably his office.

Q. This is his office, right? We're talking about his office. Is there some other office?

A. Yes.

Q. Let's focus on the office in the house, because I'm trying to understand what's in there. You described furniture and various items, but I'm trying to understand if there is any place where documents were kept in that room, do you know?

A. I don't know.

Q. Did you go into the room to look for any documents in connection with this subpoena that I sent to you?

A. I'm not sure.

Q. You're not sure if you went into the room?

A. I don't recall.

Q. You have access to the room, right?

A. Yes.

Q. Did anyone tell you not to go into the room?

A. No.

Q. Did anyone help you collect documents to produce to me other than your lawyer?
A. I'm not sure.
Q. Do you have anyone helping you around the house, an employee, somebody?
A. In terms of what?
Q. In terms of anything. Do you have any help, any domestic help of any type, a nanny, a housekeeper, personal assistant?
A. I have a housekeeper.
Q. Does the housekeeper help you -- did he or she help you with this subpoena and these documents?
A. No.
Q. Does the housekeeper live someplace else or live in the house?
A. Lives someplace else.
Q. What's the housekeeper's name?
A. Cindy.
Q. Last name?
A. I have no idea. I don't know.
Q. How long has Cindy worked for you?
A. I don't know.
Q. Do you pay her?
A. Meaning?

Q. I'm sorry. Do you pay her?
A. She gets paid.
Q. Do you pay her?
A. Yes.
Q. How do you pay her?
A. She's given cash.
Q. Do you give her the cash?
A. Yes.
Q. Are you working outside the house at the present time?
A. No.
Q. What is the sources of your income at the present time?
A. Charity.
Q. From?
A. Friends and family.
Q. When did this charity begin?
A. I don't know.
Q. Are you getting a monthly payment from friends and family?
A. I don't know.
Q. How does the charity come to you? Does it come to you in cash, in some other way?
A. I'm not really sure.

Q. Do you have a bank account?
A. Meaning?
Q. Do you have a bank account?
A. My own?
Q. Yeah.
A. Yes.
Q. Where is that bank account?
A. In Chase.
Q. Whose name is on the account? Is it just your name, or is there other names on it, is it a company name?
A. My name.
Q. Alone? It's a question. Is it alone?
A. Yes.
Q. And there's money in that account?
A. I am not sure.
Q. Do you have access to the account?
A. Yes.
Q. Do you take money out when you need it, or want it?
A. If I need to, I can.
Q. With what means?
A. Rephrase the question.
Q. Do you take the money out by check, by wire

transfer, by card, ATM? How do you get access to the money?
A. I have a debit card.
Q. What are the sources of the money in the account?
A. Meaning, it was put -- money was put into the account.
Q. Okay. By whom?
A. I don't know.
Q. How much money was put into the account?
A. I don't know.
Q. How much money is in the account now, roughly?
A. Around a thousand maybe.
Q. Is money put into the account every month?
A. I don't know.
Q. Who is putting money into the account?
A. I'm not sure.
Q. Do you make deposits yourself?
A. Meaning?
Q. Do you go to the bank in some way and initiate a deposit, or is it done some other way?
A. I don't think so.
Q. So you don't go to the bank and make a deposit yourself in person by depositing checks or cash

or something?
A. I don't think so.
Q. So the money is deposited into the account by some other method? Do you know who is depositing the money?
A. Deposit the thousand?
Q. Who is putting the money into your account?
A. I'm not sure.
Q. Is this the charity that you were talking about?
A. No.
Q. So what could you tell us about the sources of the money going into your account?
A. If -- it could be it's charity. It could be charity. That's the only thing now.
Q. Besides charity, do you have any other sources of income?
A. No.
Q. When was the last time you worked yourself outside the house, if ever?
A. I don't recall.
Q. What is your age?
A. 34.
Q. And when did you get married?
A. I think, 2009.

Q. You were 18?
A. No, I just turned 20. No, I just turned 19.
Q. What are the ages of your children?
A. 14, 13, 11, 7, 5 and 1.
Q. When was the baby born?
A. October 25th.
Q. October 2025?
A. No.
Q. October 25, 2024?
A. '23.
Q. Which of the children are in school?
A. The 14, the 13, the 11, 7 and 5.
Q. Do they go to a private school?
A. Yes.
Q. And who is paying for the cost of the education for the children?
A. Charity.
Q. Let's talk about the charity. I need some more information about that. What can you tell me? Who are these people? Who is giving you money?
A. I'm not involved.
Q. How could you not be involved? They are giving you the money. You are involved. So tell me what you know about this.

A. I'm not really sure.
Q. What do you know?
A. It's anonymous.
Q. How do you receive the charity?
A. I'm not really sure.
Q. Does any of the charity go into your bank account?
A. I'm not really sure.
Q. How much charity are you receiving every month?
A. I am not really sure.
Q. Who would I speak to to get more information about the charity?
A. I'm not really sure.
Q. Do you have like a personal financial advisor?
A. Can you rephrase that?
Q. Do you have anyone who is giving you advice or help with money or financial issues?
A. Like an accountant?
Q. Like an accountant, yeah.
A. I'm not really sure.
Q. Is anyone helping you manage your financial situation?
A. I'm not really involved.
Q. Who is involved?

A. I'm not really sure.
Q. Now, your husband is now in prison, correct?
A. Correct.
Q. Is he involved in any way from prison in helping you manage your financial affairs?
A. I'm not really sure.
Q. Have you spoken with him about getting any help or income while he's in prison, help with your financial affairs or money while he's in prison?
A. I'm not really sure.
Q. What arrangements were made between you and your husband for you to maintain your household and take care of your children while he's in prison?
A. I'm not really sure.
Q. Did you have any conversations with him about that?
A. I'm not really sure.
Q. So the house at 41 Powder Horn, can you briefly describe what that consists of?
A. A kitchen.
Q. How many bedrooms does it have?
A. Eight.
Q. Are there any outbuildings, or is it just one structure?

A. One structure, I think.
Q. Is there a mortgage on the property?
A. Yes, I think so.
Q. Is there insurance on the property?
A. I'm not really sure.
Q. There are taxes that are owed on the property every year, correct?
A. I'm not really sure.
Q. Are you involved in the payment of what I would call the carrying charges on the house, the mortgage, the insurance, taxes?
A. I'm not really sure.
Q. Are you making -- are you involved in making payments on the mortgage each month?
A. I'm not really sure.
Q. Well, that's a little bit difficult for me to understand, so let me just ask you a little bit more about this. So you're saying I don't -- you're not sure, but I'm asking you simply whether you yourself with your hands, with your own body and mind are initiating a payment to the mortgage company on the mortgage that's due every month. So, how could you not be sure whether you did that or not? It would seem to

be it's a yes or no, because a payment was due last month and this month and every month. Can you give me a straight answer on that?
A. No, I'm really not involved. I'm not sure.
Q. So not involved, would suggest that you didn't make the payment yourself. Can I conclude that fairly or not?
A. I'm not really sure what you're asking, what answer you want.
Q. Would it be fair to say that somebody else is making the payments and you don't know much about it?
A. In terms of when?
Q. Let's take last month. Did someone else make the payments last month?
A. Charity.
Q. So the answer is yes, somebody made it. Who made the payments?
A. I don't know.
Q. Did you communicate with somebody to give them the information so that the payments can be made, you yourself?
A. I'm not sure.
Q. Do you know whether the payments are being made

every month on the mortgage?
A. I'm not sure.
Q. What about the other expenses of the house, like the utilities, the electric, the gas?
A. I'm not sure.
Q. Does someone come and mow the lawn and take care of the driveway in the winter when the snow comes?
A. Mowing, yes.
Q. And somebody pays -- do you pay these people, you yourself?
A. No, it's charity.
Q. So who would I ask to get more information about the charity you're talking about?
A. I don't know.
Q. Is there a company or an organization, a community group, a financial advisor, an accountant, a lawyer, who would I speak to?
A. I'm not sure.
Q. Who would you speak to to find out more about this?
A. Who would I speak to?
Q. Right. If you wanted to know more about the charity, who would you speak to?

A. I'm not sure.
Q. Is your husband aware of the charity you're talking about?
A. I am not sure.
Q. Have you talked to him about the charity you're receiving?
A. I'm not sure.
Q. Is he involved in the charity you're receiving?
A. I am not sure.
Q. How much charity have you been receiving? Let's take it on a month by month basis, like approximately, how much each month?
A. I don't know the numbers.
MR. BOUSKILA: Can I take a minute to speak with my client?
MR. D'ORAZIO: Okay. There's no question pending.
(Whereupon, a short recess was taken.)
Q. We're back on the record after a consult between witness and counsel. Let's see if we can just wrap up this line of questioning here.
So, I was asking you about who I would contact to get more information about the sources of the charity you're receiving. Do you

have a name of a person or persons I can contact?
A. I believe my in-laws.
Q. I'm sorry. Say it again?
A. My in-laws.
Q. Who are the in-laws?
A. Zalman Silber.
Q. Is that Moshe's father?
A. Yes.
Q. And who else?
A. He's handling it.
Q. Where does he live?
A. In Monsey.
Q. Does he also have a residence in New Jersey?
A. I don't know.
Q. Have you ever visited him in New Jersey?
A. Not that I recall.
Q. He didn't have a residence in Lakewood?
A. I'm not sure.
Q. What's the address in Monsey?
A. 12 Miriam Lane.
Q. Who else lives at that house besides Zalman?
A. His wife.
Q. What's her name?

A. Gila.
Q. Spell it?
A. G-I-L-A.
Q. Gila Silber, yes?
A. Correct.
Q. Are there children living in the house? Strike that.
Is anyone else living in the house besides Zalman and Gila?
A. Yes.
Q. Who?
A. Their children.
Q. Are they adults?
A. No.
Q. Do you have a phone number or an e-mail for Zalman Silber? You can dig it out of your phone if you want.
THE WITNESS: Am I?
MR. D'ORAZIO: If she has access to it, she should be able to do that.
MR. BOUSKILA: I mean, I can get it for you like after the deposition.
Q. Do you know the phone number off the top of your head?

A. I don't know, no.
MR. D'ORAZIO: Let's leave a blank in the transcript for the phone number and e-mail address for Zalman Silber.
A. _____
Q. Have you spoken to Zalman about coming to the deposition today?
A. Yes.
Q. What did you discuss with him?
A. He wished me luck.
Q. Did he give you any advice or information or instructions?
A. Random. It was very quick.
Q. Did you meet with him in person?
A. No.
Q. Who is paying for your lawyer?
A. I am not sure.
Q. How did you come to hire your lawyer?
A. When I got subpoenaed, I reached out.
Q. Reached out to who?
A. To Ariel. He's my friend's husband.
Q. Do you know where Zalman Silber obtained the money that he's giving to you?
A. I don't know.

Q. Do you know whether it's his money or somebody else's money?
A. I don't know.
Q. Does he tell you how much money he's going to send you?
A. No.
Q. Are you receiving money from any other source other than Zalman?
A. I'm not really sure.
Q. Are you receiving any money from your own family?
A. I'm not sure.
Q. What's the name of your parents?
A. Yaakov and Anat.
Q. And your maiden is?
A. Mizrachi.
Q. Where do they live?
A. In Lakewood.
Q. Are you familiar with an address in Lakewood, 428 Kiryas K-I-R-Y-A-S, S-A-N-Z-N?
A. In Lakewood?
Q. Yes.
A. Is that Moshe's mother?
Q. I don't know. I'm asking.

A. I'm not sure.
Q. Is Moshe's mother and Moshe's father separated?
A. Yes.
Q. But not divorced?
A. They are divorced.
Q. Divorced. Divorced and living apart, it's a question?
A. Yes.
Q. And Moshe's mother lives in Lakewood, if I understand correctly?
A. Yes.
Q. And the father lives in Monsey, correct?
A. Yes.
Q. How many brothers and sisters does Moshe have?
A. I think seven.
Q. So seven plus him, a total of eight?
A. Yeah, maybe it's eight.
Q. Can you give me their names, to the best of your recollection? First names.
A. Menachem, Eli.
Q. I'm sorry. Abby?
A. Eli. Esther Aidel, Yosef Ezra, Sarah, Arey'le, Malka Baila and Dovid Shalom.
Q. Are any of Moshe's siblings providing charity to

you?
A. I'm not sure.
Q. Was Zalman involved in Moshe's business affairs?
A. I don't know.
Q. Does he work outside of his house?
A. I am not really sure.
Q. Do you know what the sources of his money are?
A. I don't know.
Q. Do you have a car?
A. Yes.
Q. How many?
A. Can you rephrase that?
Q. Do you have more than one car?
A. I drive my car.
Q. Is there more than one car on the premises of your house?
A. No.
Q. Just your car?
A. Yes.
Q. And what kind of car is that?
A. A BMW.
Q. What year?
A. 2025.
Q. Do you own it or lease it?

A. We lease it.
Q. You indicated that we lease it, who is the we?
A. My husband.
Q. So you and your husband jointly leased this BMW?
A. No.
Q. I thought that's what you just said.
A. No, it's my lease.
Q. Your name alone?
A. I think so. I don't recall exactly.
Q. Which BMW did you lease it from? Where are they located?
A. I'm not sure.
Q. Did you go down to the dealer and lease it yourself?
A. No.
Q. Who leased it?
A. I'm not sure.
Q. Did your husband lease it for you before he went to prison?
Q. He showed up with the car.
Q. He gave you the car? He physically gave you the keys?
A. Yes.
Q. When was that?

A. Last year maybe.
Q. Who is making the payments on the car?
A. I don't know.
Q. You are not, correct?
A. No.
Q. Do you carry any credit cards?
A. No.
Q. Have you ever carried any credit cards?
A. In the past.
Q. And were these credit cards on accounts that your husband had opened?
A. I'm not sure.
Q. Well, you didn't -- you told us you haven't had any independent income it seems your entire adult life. So, wouldn't it be fair to assume that you didn't apply independently for any credit cards. The credit cards you had were through your husband, correct?
A. Correct.
Q. Which credit cards did you have? You have an Amex card?
A. An Amex.
Q. Did you have a Visa or Mastercard?
A. I think now I have a Mastercard.

Q. You have a Mastercard now?
A. Yeah.
Q. Is that card in your name alone or in a joint name or company name? What's the form of the account?
A. In my name.
Q. Which bank is that Mastercard linked to? Is it Chase? Is it some other bank?
A. I'm not sure.
Q. Your only banking relationship you mentioned was with Chase. Do you have a banking connection with any other bank?
A. I'm not sure.
Q. Who pays for the Mastercard?
A. Charity.
Q. Do you have the card on your possession right now? Can you give us the account number?
MR. BOUSKILA: I mean, we can leave a blank for that. She can fill it in after.
MR. D'ORAZIO: Okay.
A. _____
Q. Do you still have an Amex card?
A. I'm not sure.
Q. What is your social security number?

THE WITNESS: Do I have to give my social?
Q. We need it to get your records, yeah. Go ahead.
A. I think it's this. [redacted]
MR. BOUSKILA: If we can just go off the record for one second.
(Whereupon, there is a discussion off the record.)
Q. Do you have a middle initial?
A. No.
Q. Just your name Miriam Mizrachi, that's it, correct?
A. Right.
(Whereupon, there is a discussion off the record.)
Q. Let's go back to the house for a second. So, 41 Powder Horn, it's not road, it's drive; is that right?
A. I think so.
Q. How long have you lived there?
A. I believe almost three years, maybe, or two years.
Q. Where did you live before then?
A. [redacted]

Q. Hidden Valley Road?
A. Drive.
Q. Is that in Suffern too?
A. Yes.
Q. What became of that house?
A. It was sold.
Q. Did you own that house you yourself or was it owned by somebody else?
A. I'm not really sure.
Q. Who owns the 41 Powder Horn house?
A. I believe it's in a LLC.
Q. That's the 41 Powder Horn, LLC company?
A. Correct.
Q. Was that house previously owned by your husband?
A. I'm not really sure.
Q. Who are the members of 41 Powder Horn, LLC?
A. Can you rephrase?
Q. An LLC is a type of legal ownership, a legal entity, and the beneficial owners of the company are called members. Who are the members of this LLC?
A. I believe me.
Q. How did you become a member of 41 Powder Horn, LLC?

A. By counsel's advice.
Q. Who is the counsel?
A. I am not sure.
Q. Did someone talk to you about this?
A. I'm not sure.
Q. What do you remember about this?
A. I'm not sure.
Q. Did you have a discussion with your husband about the ownership of the 41 Powder Horn, LLC company.
A. Can you rephrase that?
Q. Do you remember having discussions with your husband about 41 Powder Horn, LLC?
A. Yes.
Q. Okay. What do you remember? Tell us.
A. I'm not sure. I don't recall.
Q. Did he ask you to sign some documents?
A. I don't recall.
Q. So your lawyer has provided me with a few documents regarding 41 Powder Horn, LLC. The documents indicate that the company was formed on August 17th, 2023. Were you the person who formed the company in August of 2023?
A. I'm not sure.

Q. Another document produced by your lawyer indicates there was an amendment to the operating agreement for this LLC, and that the original operating agreement indicated that Moshe Silber was the sole member of the LLC and that there was a change made as of January 5th, 2023, which doesn't make sense. Actually, let me strike that. One second. So, let me rephrase that.

The operating agreement for this 41 Powder Horn, LLC indicates that you are the sole member of the company. Are you aware of that?

A. Yes.

Q. And the real estate, the 41 Powder Horn property was transferred to this LLC. Are you aware of that?

A. Yes.

Q. Why was the property transferred to this LLC?

A. By counsel's advice.

Q. To you or to somebody else?

A. To me.

Q. Who is the counsel?

A. I'm not really sure.

Q. So other documents also produced by your lawyer

indicate that the real property at 41 Powder Horn transferred by him to the 41 Powder Horn, LLC on August 21st, 2023, four days after the 41 Powder Horn, LLC company was formed. Why was the property transferred by your husband in August 2023 to an LLC solely owned by you?

A. By counsel's advice.

Q. Did you agree to this transaction?

A. Yes.

Q. Was this done to put the property beyond the reach of your husband's creditors?

A. No.

Q. Why was it done?

A. We were estate planning.

Q. I'm sorry. What?

A. Estate planning.

Q. What was the estate plan?

A. I'm not really sure.

Q. Is there an estate plan, a document?

A. I'm not sure.

Q. Who told you it was estate planning?

A. I'm not really sure.

Q. Did you yourself give anything to your husband in exchange for becoming the sole beneficial

owner of the house? Anything of value, money, anything?

A. Not that I recall.

Q. What was your husband's financial condition in August of 2023?

A. I don't know.

Q. When did his problems with the government begin that resulted in him being in prison?

A. I'm not sure. It's like a blur.

Q. There came a time when he was formally charged or indicted, right?

A. Correct.

Q. Well, before that was he aware that there was an investigation going on?

A. Yes.

Q. Do you remember when that started?

A. I don't know exactly when. It was the summertime.

Q. Which summer, the summer of 2023? It wouldn't have been '24. It had to be back further than that.

A. Not '24. I'm not sure.

Q. Are you familiar with properties on Powder Horn Road known as 32 and 34?

A. Yes.

Q. Are there houses on those properties?

A. No.

Q. These are vacant lots?

A. Yes.

Q. And who owns those properties?

A. I am not sure.

Q. Are you familiar with a company called Powder Horn Development, LLC?

A. I don't know.

Q. Are you involved in that company at all?

A. I don't know.

Q. So the estate plan that you mentioned, did it involve the transfer of other assets to you other than 41 Powder Horn?

A. I'm not sure.

Q. Who would I speak to or contact to get more information about the estate plan?

A. That would be my husband.

Q. Was Zalman involved?

A. I'm not sure.

Q. Was anyone else involved, an accountant, lawyers, family?

A. I'm not sure.

Q. So the only other person -- so the only persons I can contact would be Moshe?
A. Correct.
Q. So the documents that your attorney provided to me regarding the 41 Powder Horn entity were signed by you. This is a document bearing production number MM4, page 4, just to verify that that's your signature?
A. Yes.
Q. And the real property record that your attorney produced, which is production number MM137, that has signatures on it too. Are any of those your signatures?
A. Yes.
Q. Is it the one under the buyer's signature, that's you?
A. (witness indicated.)
Q. You have to answer with words.
A. Yes.
Q. That's a different signature than appears on the other document. Do you use your signature differently?
A. Yes.
Q. Why do you do it differently?

A. It just depends what signature I pull out.
Q. Are you aware of real property in Suffern known as 19 and 27A Mile Road?
A. What's the property?
Q. Property on Mile Road. Mile Road 19 and 27A Mile Road?
A. I'm not sure.
Q. Owned by a company called Mile Estates, LLC. Are you familiar with that company?
A. I'm not sure.
Q. So your attorney produced records regarding that company. Do you know where your attorney got those records? There's a question. Do you know where he got those records?
A. That were sent to you?
Q. Yeah, for that company called Mile Estates, LLC.
A. That would be from me.
Q. From where did you get the records from?
A. From files.
Q. In the house?
A. Yeah.
Q. So you have heard of this company then?
A. Yes.
Q. So one of the documents given to me, MM26, is a

first amendment and restatement of operating agreement of Mile Estates, LLC, and is that your signature on it?
A. Yes.
Q. Have you seen this before?
A. Yes.
Q. The document indicates that the company which was -- has an operating agreement that was dated in May 2019 was amended to change the sole member, previously was Moshe Silber, and it was changed to be 99 percent Miriam Mizrachi and 1 percent for Moshe Silber. What can you tell us about that change in the ownership of this company.
A. Which company?
Q. Mile Estates, LLC?
A. I'm not sure.
Q. Why did your husband transfer the ownership, 99 percent of ownership of this company to you?
A. I'm not sure.
Q. Did you agree to this? You signed it.
A. So then, yeah.
Q. Did he explain why he was doing this?
A. I'm not sure.

Q. This document indicates it's made as of January 5th, 2023. Was that the date that you signed it?
A. I'm not sure.
Q. Did your husband and yourself sign at the same time? That's your husband's signature on there, right?
A. Yes.
Q. Where were you when you signed this?
A. I don't recall.
Q. Do you remember going to a lawyer's office?
A. I don't recall.
Q. Did you give anything of value to your husband in exchange of receiving 99 percent ownership of this company?
A. I don't recall.
Q. Did you know what assets this company had at the time you signed this?
A. I don't know.
Q. Were you aware that this company owned real property known as 19 and 27A Mile Road in Suffern?
A. Yes.
Q. And what's on that property?

A. A house. Can we take a break for a sec?
Q. Sure.
(Whereupon, a short recess was held at 12:30 p.m.)
(Whereupon, proceedings resumed at 12:40 p.m.)
Q. So we were talking about the property on Mile Road, and you're familiar with it having a house on it, right? Yes, Ms. Mizrachi?
A. Correct.
Q. Have you ever been inside the house?
A. I'm not sure.
Q. Is that house rented out, occupied by renters?
A. I am not sure.
Q. Who is involved in that property?
MR. BOUSKILA: Just for clarification, do you mean currently or then?
MR. D'ORAZIO: Let me rephrase it.
Q. So, we've established through documents that the property on Mile Road is owned by a company, an LLC, right, called Mile Estates LLC, right? We've established that; you agree with me?
A. Yes.
Q. And that you now are, and since apparently

January of 2023, the 99 percent beneficial owner of that LLC, right? That's what the documents indicate, right?
A. Yes.
Q. So, you've also established, I think, that this LLC owns the real property located at that address, 19 and 27A Mile Road in Suffern. So now the question is, who is living in the house?
A. I am not sure. Can we just take a one second break also? One more break. Thank you.
Q. One second. So the rules are that --
A. It's my second break.
Q. No, it's not a question of how many breaks. It's a question of when, right, because when the question is pending, it's not proper generally to take a break, unless there's some immediate emergency of some sort. So, in between questions, you can request. So my view is that you were answering the question. You weren't quite finished. So, I want to make sure we're finished with this question then you can take a break. So the question is, who is living in the house?
A. I am not sure.

Q. So, now we've finished the question. So, now if you want to take a break, you can.
A. Thank you.
(Whereupon, a short recess was held at 12:33 p.m.)
(Whereupon, proceedings resumed at 12:45 p.m.)
Q. Have you ever been inside the house on Mile Road?
A. I don't recall.
Q. So it has two street addresses, right? So 19 and 27A Mile Road. Are the properties contiguous attached or are they separate?
A. Can you rephrase that?
Q. So the addresses, there's two numbers, but is it connected into one single block of property, or are there two separate lots on Mile Road?
A. I think it's a block.
Q. It's one block. It just has two street addresses for some reason?
A. Uh-huh.
Q. Are there two houses on it?
A. There's other structures in the back.
Q. But not principle residences, not houses, or

maybe there are, I don't know?
A. I don't think so. Not livable.
Q. Is the house occupied?
A. I don't know.
Q. Well, you are now the 99 percent owner of the company that owns that property. Are you receiving -- are you, meaning the company, Mile Estates, is it receiving any rents?
A. Um, I don't -- I don't know.
Q. Where is the bank account for Mile Estates maintained?
A. I don't know.
Q. Do you have control over that account?
A. I'm not sure.
Q. Are you really the owner of that company? It doesn't seem like you have any information about it.
A. Yes.
Q. So what information about the company do you have other than that you are the owner?
A. That's the only information.
Q. Who is paying the expenses of that property?
MR. BOUSKILA: I'm sorry. Do you mean right now?

MR. D'ORAZIO: Yeah, right now. Since the ownership of the company changed.

A. I don't know.

Q. Is your husband still involved in this company?

A. From prison?

Q. Yes.

A. I'm not sure. I don't know.

Q. Is there a mortgage on the property?

A. I don't know.

Q. Did your husband ever explain to you why he was transferring ownership of this company to you?

A. Can you rephrase?

Q. Did your husband explain why he was transferring ownership of the company Mile Estates, LLC to you?

A. We've had conversations.

Q. What did he say?

A. I wanted things in my name.

Q. Why?

A. Um, just to have stuff.

Q. Did you and your husband have a prenuptial agreement?

A. No.

Q. So you indicated that you told your husband you

wanted things in your name. Which things did you want in your name?

A. Anything.

Q. Real property?

A. Correct.

Q. Were you feeling insecure at that time in some sense?

A. No.

Q. Was your husband having legal or financial problems at that time?

A. I don't know.

Q. Why did you tell him you wanted things in your name?

A. I just did.

Q. Well, you had been married for quite a few years at that point already, right? You married in 2009. We're now 14 years later. So what was going on 14 years into your marriage that you now told him I wanted things in my name? Was it random?

A. Um, just looking around, coming older, seeing that I had nothing and he had everything.

Q. When you said you had nothing, that means even your house was solely in his name, right, at

that time?

A. I'm not sure.

Q. Well, you said you had nothing. So I assume that means that you knew that your own house was in his name only?

A. I'm not sure.

Q. Did you ever have any jointly held property with him before 2023?

A. I don't know. I'm not sure.

Q. So when you had this conversation with him, what particular properties were you focused on?

A. Not in particular.

Q. Was the Mile Road property one of them?

A. No, there was no particular properties.

Q. Did he agree to give you anything when you had this conversation?

A. I guess so.

Q. What did he agree?

A. I don't recall.

Q. But the Mile Road properties, were they given to you by Moshe after you had this conversation?

A. I don't recall.

Q. Where were you when you had this conversation? Tell me everything about it.

A. I'm not sure.

Q. Was anyone else present?

A. I'm not sure.

Q. Was it in a lawyer's office?

A. I don't recall.

Q. Do you have an e-mail account?

A. Can you rephrase?

Q. Do you have an e-mail address?

A. Yes.

Q. What is your e-mail address or addresses, which ones do you use?

THE WITNESS: Why do I need to give him my e-mail? I'm going to get spammed.

Q. It's a fair question.

A. Yeah?

Q. Yeah.

A. Okay. So it's Mirym, M-I-R-Y-M.

Q. M-I-R-Y-M?

A. Correct.

Q. Is that your legal spelling of your name, or is that just a preferred spelling? Because on the papers we're seeing it's with an I?

A. No, I changed it.

Q. So legally it's M-I-R-Y-M, or just preferred?

A. Preferred.
Q. So legally though, you're still I, the conventional spelling of Miriam, correct? Because one can't change their name legally -- you can change your name legally, but you have to go to court and do that. So this is just your e-mail address Mirym with a Y. So go ahead. So, Mirym with a Y?
A. [redacted]
Q. Did you use any other e-mail addresses?
A. I may. I'm not sure.
MR. D'ORAZIO: Well, let's leave a blank in the transcript for any other active e-mail addresses.
A. _____
Q. And do you e-mail with your husband?
MR. BOUSKILA: Are you referring to now or in the past?
MR. D'ORAZIO: Ever. Ever. Ever.
A. E-mail?
Q. How do you communicate with him? Do you communicate with him by e-mail or text or message?
A. Can you rephrase that?

Q. How do you electronically communicate with your husband, e-mail, text message, something else?
A. He calls.
Q. Phone calls. What about electronically?
A. They have an e-mail.
Q. Who is they?
A. The BOP, I guess.
Q. You're talking about an e-mail address in prison for your husband, the Bureau of Prisons, BOP?
A. Yes.
Q. Besides that, before he was incarcerated?
A. Oh. Oh. Okay.
Q. Did you communicate with him by e-mail, by text, by message, message app?
A. Are you referring to only on the phone or like?
Q. Any way you electronically communicate with your husband. I'm trying to identify the methods. Let's start with that.
A. By text.
Q. Message app?
A. Yes.
Q. Which one?
A. By What'sApp.
Q. How about e-mail?

A. Not really. Like maybe random, but not really.
Q. Did you have any communications with him by any of these methods regarding the transfer of ownership of the Mile Estates, LLC to you?
A. Um, I'm not -- electronically?
Q. Yeah, by these methods.
A. I'm not sure.
Q. How about the transfer of the ownership of the 41 Powder Horn company, you know, the property to you, did you have any communications with him electronically regarding that?
A. I'm not sure.
Q. Or about the estate plan that you mentioned, any communications electronically about that?
A. I am not sure.
Q. Who takes care of the Mile Road property, lawn mowing cutting, yard maintenance, repairs? Who takes care of it?
MR. BOUSKILA: Do you mean right now or in the past?
MR. D'ORAZIO: Yeah, right now.
A. I don't know.
Q. Let's go back to the properties at 32 and 34 Powder Horn Road. We've established those are

vacant lots, right? Is that correct?
A. Correct.
Q. Do you know whether those -- what the plans are for those properties?
A. I don't know.
Q. Are you involved in the ownership of those properties?
A. I'm not sure.
Q. Have you ever heard of a company Powder Horn, two words, Development, LLC?
A. Maybe.
Q. Is Powder Horn Development, LLC the owner of these two properties?
A. I'm not sure.
Q. Are you the owner of that company?
A. I am not sure.
Q. So your attorney has provided a document to me. It's MM147. It's titled second amendment and the restatement of operating agreement of Powder Horn Development, LLC, and it indicates that the agreement was amended to reflect that Miriam Mizrachi now owns 100 percent membership interests in the company. Are you aware of that document?

A. Yes.
Q. This document is not signed by anybody. Is this the entirety of the document, just one page unsigned? That's the way it was produced, I believe.
MR. BOUSKILA: Sorry. Off the record for a second.
(Whereupon, there is a discussion off the record.)
MR. D'ORAZIO: So correcting, it was produced a two-page document. It's MM146 and 147. They were just inverted, but it is signed by Ms. Mizrachi apparently on the second page.
Q. Do you see that?
A. Yes.
Q. But this document is not signed by your husband. Who were the beneficial owners of Powder Horn Development, LLC before the second amended document? Do you know?
A. I'm not sure. I don't know.
Q. How did you come to be the 100 percent owner of Powder Horn Development, LLC?
A. I'm not sure.
Q. Are you aware that this company owns those two

lots on Powder Horn Road? Are you aware?
A. I guess so, yeah.
Q. So how did you become the owner of the company that owns these two pieces of property?
A. I'm not sure.
Q. Did your husband have any discussion with you regarding that?
A. I guess it went back to when I wanted things in my name.
Q. So your attorney has produced the operating agreement of Powder Horn Development, LLC, which is MM134 and 135, which indicates that the membership interest was 100 percent owned by Moshe Silber as of May 21st, 2020. Were you aware that your husband was the sole owner of this company originally?
A. I'm sorry. Which company?
Q. Powder Horn Development?
A. Which one?
Q. Powder Horn Development?
A. Okay.
Q. Were you aware of that?
A. I'm not sure. I didn't really like care too much to make myself aware of stuff like this.

Q. Did you have your own lawyer in connection with any of these transactions we're talking regarding Mile Estates, Powder Horn Development, LLC, 41 Powder Horn, LLC?
A. I'm not sure.
Q. Have you heard of a property 1070 Haverstraw Road?
A. Yes.
Q. What is that? What kind of property is that?
A. It has a house.
Q. Single-family house?
A. Yes.
Q. Who lives there?
A. I don't think anyone.
Q. When was the house built?
A. I don't know.
Q. Are you familiar with a company called 1070 Haverstraw Holdings, LLC?
A. I'm not sure.
Q. Are you involved in that company at all?
A. I think it's an LLC that's in my name.
Q. How did it come to be in your name?
A. By counsel's advice.
Q. The name of the counsel?

A. I'm not sure.
Q. What are the names of any lawyers that you know besides Ariel who is sitting next to you?
A. I'm not sure.
MR. BOUSKILA: If I can just give a little context to that. She's an orthodox Jewish woman, she probably knows a lot of Jewish lawyers.
Q. Is the house at 1070 Haverstraw a relatively new house?
A. I don't think so.
Q. Have you ever known anyone to live there?
A. Can you rephrase that?
Q. Has the house ever been occupied?
A. Like history?
Q. Since you've known it.
A. Since I've owned it or known it?
Q. Know of it. Have you ever known of anyone to live in that house?
A. No, I don't think so.
Q. It's been unoccupied as long as you know?
A. I think so.
Q. Why is it unoccupied?
A. I don't know.

Q. Is it habitable?
A. I'm not sure.
Q. Are there any problems with the house?
A. I'm not sure.
Q. Have you ever been inside the house?
A. That house, yes.
Q. When was that?
A. When we got it.
Q. What was the purpose of getting the house, of purchasing the house?
A. I'm not sure.
Q. Was any money put into the house to renovate it or improve it after you acquired it?
A. I'm not sure.
Q. Are there any plans for the house today?
A. Not that I know of.
Q. Who is taking care of that house?
A. I don't know.
Q. Does the house have a mortgage on it?
A. I don't know.
Q. Are you making any payments on the house for mortgage, taxes, insurance, maintenance?
A. I don't know. No.
Q. Well, the record indicates that you're the sole

owner of the company that owns that property. So who would know about who is taking care of all these things for the house?
A. I'm not sure.
Q. Is Zalman Silber involved in this property at all?
A. Um, I don't know.
Q. Is that property known by any other address, Haverstraw Road property, or is it just known as that address? Does it have like a secondary address, like a side street, or anything else?
A. Meaning?
Q. Well, sometimes a road could be like Route 202 and also be called another name. Does it have a double name, or just the Haverstraw Road name, as far as you know?
A. As far as I know, just that name.
Q. So we've talked about several LLCs that own property in Rockland County, New York. Mile Estates, Powder Horn Development, 41 Powder Horn, LLC, 1070 Haverstraw Holdings, LLC. Are there any other business entities, LLCs that you're involved in other than those that I just named?

A. I'm not sure.
Q. These are the ones that your lawyer has produced to us. Should I rely upon that as a complete listing of all the properties that you now own or control through business entities? Just the ones I just named, or are there possibly others?
A. Which did you name?
Q. Mile Estates, LLC, Powder Horn Development, LLC, 41 Powder Horn, LLC and 1070 Haverstraw Holdings?
A. Wait. Hold on. Powder Horn -- what's the first one?
Q. The first Powder Horn was Powder Horn, Development, LLC. The second was 41 Powder Horn, LLC. We mentioned Mile Estates, LLC, and then the fourth one was 1070 Haverstraw Holdings, LLC. Can I rely upon that list, which are the ones that your attorneys produced records for, as the complete list of all business entities that you now have an interest in involving real property?
A. I'm not sure.
Q. Could there be others?
A. I don't know.

Q. Well, let's go through some names. Do you have any ownership or other interest in a company called JM Realty Advisory, LLC?
A. I'm not sure.
Q. Have you heard of that company before?
A. I am not sure.
Q. Rapid Services, LLC, same question?
A. I'm not sure.
Q. CBRM Realty, same question?
A. What's the question?
Q. The same question is whether you have any interest/ownership or other interest in the company. So, I'm going to ask you each company same question. CBRM Realty?
A. I'm not sure.
(Whereupon, there is a discussion off the record.)
Q. I'm going to ask you for a couple of minute break to see if I can locate this.
(Whereupon, a short recess was held at 1:24 p.m.)
(Whereupon, proceedings resumed at 1:34 p.m.)
Q. I'm just going to ask the same question again

about your interest, if you have any interest, in the following companies. Vecta, Inc.?

A. Yes, I think so.

Q. What interest do you have? Are you the owner of that company now?

A. Again, along with the properties that were in my name, same story.

Q. Do you know what business Vecta, Inc. is in?

A. Can you rephrase that?

Q. What business does Vecta, Inc. do?

A. It's a bank.

Q. Is that Sunnyside Bank?

A. Yes.

Q. Do you know that Vecta, Inc. is the company that owns Sunnyside Bank in Westchester, right?

A. Yes.

Q. And are there documents indicating that you are now the owner of Vecta?

A. I am not sure.

MR. BOUSKILA: Off the record for a second.

(Whereupon, there is a discussion off the record.)

MR. BOUSKILA: If there are

documents related to her ownership of Vecta, we will look for them and produce them.

Q. So what is the source of your knowledge that you are now the owner of Vecta?

A. Can you rephrase that question?

Q. What's the basis of your knowledge that you are now the owner of Vecta?

A. Again, it was something that was put in my name.

Q. Is there a list of companies that were put in your name?

A. I'm not sure.

Q. Did you have communications with your husband regarding the companies that were going to be put in your name? Electronic communication?

A. Not that I recall.

Q. Did you have any communications in writing or electronically with anyone else regarding the companies that were going to be put in your name?

A. I am not sure. I don't -- I am not sure.

Q. Are you involved in the operations of the Sunnyside Bank?

A. No.

Q. Are you deriving any income from Sunnyside Bank?

A. Not that I'm aware of.

Q. Are you signing any documents on behalf of Sunnyside Bank?

A. I'm not sure. I'm not sure.

Q. Do you have any information about how this company is operating at this time? Is it making money, losing money?

A. I don't know.

Q. So you don't have any involvement in the operations of this bank; is that fair to say?

A. I'm not sure.

Q. What about the company Rhodium, R-H-O-D-I-U-M, Capital Advisors, LLC. Do you have any interest in that company?

A. I am not sure.

Q. Same question, Rapid Services, LLC? I think we mentioned that before.

A. And what was my answer before?

Q. Well, let's just take it from scratch so your answer is fresh. Do you have any knowledge that that's a company you have an interest in?

A. I'm not sure.

Q. JM Realty Advisory, LLC, also may have mentioned that before, but maybe not. Any interest in

that company?

A. I'm not sure.

Q. NB Affordable Foundation, Inc., any interest?

A. I am not sure.

Q. Have you heard of that company?

A. I'm familiar with the names, but I don't know what they are.

Q. So now the next group of companies all begin with the capital letters RH. RH 200-219 West 145th Street, LLC. Same question?

A. I'm not sure.

Q. 515 West 156th, LLC?

A. I'm not sure.

Q. So all of these companies are owners of real estate in New York City. Do you have any -- were any of these companies, these RH companies with New York City real properties, were any of these transferred to you by your husband? By that I mean, transferring the ownership interest in the LLCs to you?

A. I am not sure.

Q. I'm just going to read the names off in a group and you can tell me whether if any of these -- you think you may now own any of these. 515

West 156th Street, 100 West 143rd Street, 507-517 West 171st Street, 118 West 137th Street, 912 Saratoga Avenue, 2546 7th Avenue, 2020 West 149th Street, 432-536 West 143rd Street, 150 West 140th street, 210 West 133rd Street, 608-614 West 189th Street, 534 West 159th Street, 243 West 135th Street, 528 West 159th Street, 22 Bradhust Avenue, 532 West 159th Street, 530 West 159th Street. Do any of those seem to be companies in which the ownership interest was transferred to you?

A. I'm not sure.

Q. What about the company called Lime Kiln, LLC. Have you heard of that company?

A. I am not sure.

Q. I also want to add to the list, I left out a couple of companies. These are RH companies again and New York City properties. 608 West 191st Street and 536-538 West 159th Street. Did either of those properties, do you think that they were transferred to you also?

A. I'm not sure.

Q. What about a company called 97 Gurnee, G-U-R-N-E-E, Avenue, LLC. Have you heard of

that one?

A. I am not sure.

Q. Did your husband own a property in London

A. In London?

Q. Yes.

A. I am not sure.

Q. 37 Woodlands Close, C-L-O-S-E, London Northwest. Do you remember that property?

A. I'm not sure.

Q. Did you ever visit that property?

A. I've never been to London.

Q. You've never heard of that property?

A. I'm not sure.

Q. Have you heard of a property 27 Lime Kiln Road in Wesley Hills, New York? That's here in Rockland County.

A. Yeah.

Q. What is there? What kind of house is that? What kind of property is that? Excuse me.

A. What type? It's a house on a property.

Q. And who lives there?

A. I don't know.

Q. Who owns that property?

A. It's actually two houses.

Q. Two separate houses?

A. And a garage.

Q. Are they attached?

A. No.

Q. Are they rented out?

A. I don't know.

Q. Is there a family or friends there?

A. I'm not sure. I don't know.

Q. Do you have any involvement in that property?

A. I don't know.

Q. What about a property in Spring Valley, 14 South Myrtle Avenue, do you know anything about that property?

A. I don't know.

Q. Or 16 South Myrtle Avenue, Spring Valley, anything about that?

A. I know these were properties, but I don't --

Q. They were properties that were owned and controlled by your husband, right?

A. I don't know.

Q. Are you involved in those properties at all, as far as you know?

A. I don't know.

Q. Have you searched for records for all assets,

LLC interests, real property, other assets that your husband transferred to you in connection with the subpoena that we sent you?

A. No, I just follow the list that my attorney gave.

Q. And the list includes item number 23, is all documents reflecting any transfer of monies, property, securities or other items of value from judgment debtor, which is your husband, to any family members during the last six years, including transfers of interests in any real property directly or indirectly. So in connection with that request for documents, did you search for all the records of any transfers within the last six years?

A. I'm not sure.

Q. So it seems as if it's entirely possible that there are other transfers other than these few that you've mentioned here, right? The only ones you've told us that you know were transferred to you are these properties -- involving these properties in Suffern, right? Mile Estates, Powder Horn Development, LLC, 41 Powder Horn and the 1070 Haverstraw. Is it

possible there are others?
A. Not to my knowledge.
Q. Did you search for any other transfers in the last six years? You gave us four, but we sought everything. Are there others?
A. Not to my knowledge.
Q. We're going to ask you to double check your records.
THE WITNESS: Can you write down what he's asking for? Thank you.
MR. D'ORAZIO: For records of all transfers within the scope of that request, which is number 23 in the subpoena.
MR. BOUSKILA: You said number 23 in the subpoena, right?
MR. D'ORAZIO: Yeah.
MR. BOUSKILA: Okay.
Q. What about property in Suffern, 11 Brooke Street, have you ever heard of that property?
A. I'm familiar like with the names, but I don't know what anything is, where, what, how, when. So it's back to my usual answer, I'm not sure.
Q. And 97 Gurnee Avenue is in Haverstraw. That's another property that -- do you have any

information about that?
A. I'm not sure.
Q. So one of the documents that your attorney produced, MM27, is a personal financial statement of Mark Silber as of March 31st, 2022. So on the document it indicates, has assets, cars, jewelry and other, and it lists the value as 2.997 million dollars.
A. How much?
Q. Slightly less than $3,000,000.
A. For what?
Q. For cars, jewelry and other, is listed as other assets on his financial statement. There's no specification of what they are. Where are those assets today?
A. I'm not sure.
Q. What jewelry or other hard assets did your husband have?
A. What jewelry did he have? He didn't wear jewelry.
Q. This is his financial statement. He listed it as cars, jewelry and other, as other assets worth almost $3,000,000?
A. You'd have to ask him.

Q. I don't have that ability right this minute, so I'm asking you. So you lived in the house with him. He was your husband for 15 plus years. What do you know about his -- what I would call his hard assets, things like jewelry, cash, antiques, property, personal property, cars? Let's deal with the jewelry first. What jewelry did he have?
A. Um, he had watches.
Q. How many watches?
A. I'm not sure. They were sold.
Q. They were sold?
A. (Witness indicated.)
Q. You're nodding your head yes?
A. Yes.
Q. When were they sold?
A. I don't know.
Q. To whom were they sold?
A. I don't know.
Q. How much were they sold for?
A. I don't know.
Q. How do you know they were sold?
A. They are not there anymore.
Q. Where were they?

A. On his wrists.
Q. But he had more than one. He wasn't wearing all of them at the same time. So where did he keep these watches and jewelry in the house? Did he have a like a place?
A. His closet.
Q. Is there a safe in the closet?
A. Not to my knowledge.
Q. Is there a safe in the house?
A. Yes.
Q. Do you have access to the safe?
A. No, I do not.
Q. You don't have the code or the combination?
A. No.
Q. Who has the code or combination, your husband?
A. Yes.
Q. Do you know what's inside the safe?
A. I'm not sure.
Q. Have you ever seen inside the safe?
A. Yeah.
Q. When was the last time?
A. When he was getting passports.
Q. When was that?
A. I'm not sure.

Q. He kept the passports in the safe?
A. Yes.
Q. And he was getting them out in connection with a trip?
A. I'm not sure.
Q. Do you have a passport?
A. Yes.
Q. Where is it?
A. In my purse.
Q. What else did you see in the safe when it was opened last?
A. I'm not really sure.
Q. Was there cash in the safe, currency, bills?
A. No.
Q. Did he keep his jewelry in the safe?
A. Jewelry, you mean watches, correct?
Q. Well, could --
A. He only had watches as jewelry.
Q. Were the watches kept in the safe?
A. No.
Q. How about precious metals, coins, gold?
A. I don't think he has that.
Q. We need an explanation of why he's listing 2.9 almost $3,000,000 of cars, jewelry and other

hard assets on his personal financial statement in March of 2022. Do you have any explanation for why that's listed there?
A. I'm not entirely sure.
Q. On the same document he indicated he owned an aircraft, a private jet worth $61,000,000. What became of the jet?
A. I have no idea.
Q. Did you ever see the jet?
A. I think so, yeah.
Q. Did you ever use it, fly in it?
A. Yeah.
Q. How many times?
A. I'm not sure.
Q. More than once?
A. I'm not sure.
Q. Where did you fly to?
THE WITNESS: Do I need to answer these questions, where I went?
MR. BOUSKILA: If you remember.
A. We went to Florida.
Q. Where else?
A. We went to Israel.
Q. When was the last time you were on the plane?

A. I have no idea.
Q. There's another document that was produced by your lawyer here. This is actually a second page of the same personal financial statement, it's MM28. So he indicated that, this is Moshe's, you know, personal financial. He said that he owned life insurance policies with multiple carriers, multiple accounts having a value of nearly $800,000?
A. Of how much?
Q. $800,000.
A. Of life insurance?
Q. Well, that's the value of the life insurance. So the value of the life insurance and the death benefits are not the same thing. So this is not your statement, so I'm not asking you to explain that, but do you have -- do you know anything about these life insurance policies?
A. I know there is life insurance, but I don't know how much, where, what, when, how.
Q. Where are the life insurance policies? Are they in the house?
A. I have no idea.
Q. You've seen them though?

A. I don't recall.
Q. So on this detail of the hard assets he's listed the jewelry value -- his jewelry value as $700,000 on page MM28. You believe that that is the value of his watch collection?
A. How much?
Q. It says $700,000.
A. Oh.
Q. How many watches did he have?
A. I'm not sure.
Q. Would you call it a collection.
A. No.
Q. It indicates the value of cars at 1.5 million dollars. How many cars did he have?
A. I'm not sure.
Q. Where were the cars kept?
A. I'm not sure.
Q. What happened to his cars?
A. To his cars?
Q. It says there he owned 1.5 million dollars in cars in March of 2022.
A. I'm assuming it was sold.
Q. What cars did he have that you remember?
A. I'm not sure. He would buy and sell.

Q. He would what?
A. He would buy.
Q. Buy and sell. Was he a car collector, would you call it?
A. Um, no. I'm not sure. What's a car collector mean?
Q. Well, an average person doesn't own 1.5 million dollars in cars. It sounds like a car collection to me. How many cars were there?
A. I'm not sure.
Q. Did he keep it in a warehouse or storage facility of some kind?
A. I'm not sure.
Q. How many cars of his were kept at the residence?
A. He kept maybe like two or three at times.
Q. What cars do you remember him having?
A. I'm not sure. I'm not a car person.
Q. Did he have any exotic cars, antique cars, things like that?
A. He would like -- he loved the G Wagons, which he bought.
Q. G Wagon, is that like a Mercedes? What is that?
A. Yeah.
Q. What do you know about the company called

Stallion Aviation?
A. I assume that's aviation. That's planes, right?
Q. I guess so, but you tell me.
A. From the name of it, it has something to do with the plane, but I'm not sure what it is.
Q. Do you have an ownership interest in Stallion Aviation?
A. Not that I'm aware of.
Q. Do you have a -- besides the bank account that you mentioned with the $1,000 in it, do you have any other financial accounts? Your own financial accounts? To clarify that a little bit more, any financial accounts that you own or control? So that would include like company accounts that you control, for example.
A. I'm not sure.
Q. Like investment accounts, brokerage accounts, crypto currency accounts, things like that? Do you have any interest in any accounts like that, you yourself, or through companies that you control?
A. I am not sure.
Q. Well, we know your husband transferred at least these four business entities to you. I want to

know whether any other assets -- what other assets were transferred to you by your husband, directly or indirectly by your husband? Whether it was for estate planning because you wanted to be more secure, whatever the reason may be, anything in the last six years that was transferred to you?
A. I'm not sure.
Q. Did your husband have financial accounts of these types at one point in time?
A. Can you rephrase it?
Q. Did your husband have financial accounts, invested accounts, crypto currency accounts, brokerage accounts, things of this nature at one point in time?
A. Like joint?
Q. No. Alone. Whatever.
A. On his own?
Q. Either on his own or with you.
A. I'm not sure. I'm assuming he had accounts.
Q. Are there any records of his accounts in the house?
A. I am not sure.
Q. Did you search for any records in his office in

response to this subpoena that we sent to you?
A. No.
Q. Did you yourself physically pull these records that your attorney gave to me from your house, did you yourself do it?
A. Yes.
Q. Did anyone help you?
A. I don't recall.
Q. It was only last month. Are you sure you can't recall whether anyone helped last month?
A. My life is a blur. I don't recall anything.
Q. Are you on any medication at the present time that would affect your ability to recall?
A. Can you rephrase that?
Q. So as lawyers, we're allowed to ask the witness --

THE WITNESS: Is that like HIPPA to talk about my information?

MR. BOUSKILA: No. Can we go off the record for a second, so I can talk to my client about this.

MR. D'ORAZIO: Sure. Go ahead.

(Whereupon, there is a discussion off the record.)

Q. Can you answer that question?
A. Can you rephrase it for me, please?
Q. The question is, it's a routine question, is just whether you at the present time are on any medication that would impair your ability to testify or recall any of the facts that I'm asking you about?
A. No.
Q. So one of the records that your attorney produced to me was about a storage facility in Florida. You know about that?
A. Yeah.
Q. What stuff -- what is inside the storage facility in Davenport, Florida? It's document MM157.
A. I'm not sure.
Q. Do you have access to this? Your name is on the record.
A. No.
Q. Have you been to the CubeSmart facility in Davenport, Florida?
A. No.
Q. Why is your name on the account for the CubeSmart storage facility in Davenport,

Florida?
A. I'm not sure.
Q. What is in this storage facility?
A. I am not sure exactly.
Q. Do you or your husband have any real property in Florida?
A. In Florida?
Q. Yes.
A. I'm not sure.
Q. Who is making the payments for the storage facility in Davenport, Florida?
A. I don't think those -- I don't think payments are being made on that. How much is the payments?
Q. This document indicates the balance owed is 366.78.
A. $366?
Q. Yeah.
A. I'm not sure.
Q. When was this storage facility opened for you? When did you start renting this storage facility?
A. I'm not sure exactly. Maybe a few years back.
Q. And you have no idea what's inside of it?

A. I don't know. Stuff we put in. I've never been there.
Q. Do you know whether your husband put stuff in there?
A. I don't know.
Q. Why would there be a storage facility in Florida when you don't live in Florida?
A. I'm not sure.
Q. Has your husband ever lived in Florida?
A. To my knowledge?
Q. Yeah, everything is to your knowledge.
A. To my knowledge, I don't think so.
Q. Did he ever have an office in Florida?
A. I'm not sure. I don't know.
Q. So how can we find out what's inside this storage facility? You're the person renting it according to this document.
A. I'm not sure.
Q. Do you intend to keep the storage facility going?
A. I'm not sure. I don't know.
Q. Well, since this is your storage facility and we have subpoenaed you requesting information in your possession, custody or control, it would be

our view that you have control over this storage facility and thus have the ability to tell us what's inside the storage facility. Now, as a practical matter, I'm not expecting you to go down there tonight and tell me what's inside there, but I am going to make a request to you and your counsel for an inventory of this and photographs supporting to tell us what is inside this storage facility.

Did your husband have an office in Montvale, New Jersey, Philips Parkway?
A. Yes.
Q. Have you ever been there?
A. Yeah.
Q. What was there? What did you see?
A. Can you rephrase the question?
Q. Well, you went to that address, what did you see? What is on the property? Is it a house or is it an office building? What is it?
A. It's an office building.
Q. Is it one building or multiple buildings?
A. I think it's one building, if I recall correctly.
Q. Were there tenants there?

A. I'm not sure. Maybe. I don't know.
Q. But your husband occupied some of the building as his own office?
A. Can you rephrase that?
Q. Did your husband occupy part of the Philips Parkway property as his own office?
A. Personal?
Q. Business office, personal office. Used by him as an office.
A. Yeah, he had an office there.
Q. Is the office still operating there?
A. I have no idea.
Q. What happened to the office, your husband's office operations?
A. I have no idea.
Q. I mean your husband was running a vast real estate business with properties all over the country, thousands of apartments and properties. What became of the business? What's going on with it now?
A. I'm on charity, so you tell me like what did it become. It's nothing. It's done. Garbage. Finished.
Q. Well, legal businesses with assets don't

disappear. So, these business entities still exist. Whether there's people working and operating them or not is what I'm asking about. And to the extent that you know, you should tell me. If you don't know, you can tell me I don't really know.
A. I don't really know.
Q. Did your husband discuss with you any plans he had made for taking care of all these business interests that he had before he went off to prison?
A. I don't really know.
Q. Who would I speak to to find out more information, other than your husband, about what's going on with these business entities?
A. I don't really know.
Q. Is there a lawyer, an accountant, advisors, someone I should contact?
A. I don't really know.
Q. When was the last time you filed tax returns?
A. I think it was 2021.
Q. How come you haven't filed tax returns for 2022, 2023 or 2024?
A. I don't really know.

Q. Are you in contact with any tax advisors to help with these?
A. Do you have a suggestion? We're actually looking.
Q. Well, your husband had an accounting firm --
A. No, I don't know.
Q. Are you familiar with the accountants, the Pinchuk firm?
A. Who?
Q. Bernstein & Pinchuk.
A. I don't really know.
Q. They are the accountants that are listed on your 2021 returns. They are in Penn Plaza in Manhattan. You're not familiar with them?
A. No.
Q. Have you received any notices from the IRS or state tax authorities regarding your failure to file tax returns for the last three years?
A. I'm not really sure.
Q. Have you received any documents at the house indicating that the tax authorities had placed a tax lien on property of your husband's?
A. Can you rephrase the question?
Q. Are you aware that there are any tax liens filed

against your husband?
A. I became aware of it.
Q. Tell me what you know.
A. That we have a tax lien.
Q. How much?
A. I think around three million.
Q. What's the source of that tax lien?
A. I don't know.
Q. Have you and your husband discussed what you plan to do regarding that tax lien?
A. I'm not really sure.
MR. D'ORAZIO: We are going to ask for production of the tax lien documents.
Q. Are you aware of any other creditors who have claims against your husband other than my client and the tax authorities?
A. Who is your client?
Q. My client now is a company called Spano, but the original party in the lawsuit was a company called Acquiom. It's a business loan case, guarantee of a business loan. Your husband guaranteed the loan. Any other creditors that you're aware of?
A. Not that I'm -- I don't really know. I'm not

sure.

Q. Have you received any subpoenas or legal documents from other lawyers other than my office?

A. Yes.

Q. What other lawyers or what cases? What are the other creditors?

A. I'm not really sure.

Q. From any banks?

A. I'm not sure. I think there is one Amex.

Q. So there was an Amex lawsuit?

A. Uh-huh.

Q. How about from Flagstar Bank?

A. I'm not sure.

Q. Have you yourself been named in any lawsuits?

A. I'm not really sure.

Q. Have you and your husband discussed the possibility of filing a bankruptcy case?

A. Not that I can recall.

Q. Have you and your husband discussed any plan for dealing with his debts?

A. I'm very focused on my six kids and a dog that I received as a gift. In all of this, I got a puppy. So I'm a little over my head with that.

Q. Do you know who Jonathan Weiss is?

A. He used to work for my husband.

Q. In what capacity?

A. I have no idea. I'm not sure what he did exactly.

Q. Have you spoken to him recently?

A. No.

Q. Has anyone from your husband's companies spoken to you recently, say in the last six months?

A. Not that I recall, no.

Q. Who is Fred Schulman?

A. He was a partner.

Q. Partner of your husband's, yes?

A. Yes.

Q. He's in prison as well?

A. No.

Q. He's not in prison?

A. (Witness indicated.)

Q. He was facing criminal charges too, wasn't he?

A. Yes.

Q. Why is he not in prison, if you know?

A. He didn't need to report right away.

Q. He hasn't been required to report yet, as far as you know?

A. Correct.

Q. Have you been in contact with him?

A. No.

Q. When is the last time you spoke with him or communicated with him in any way?

A. By the sentencing.

Q. The day of the sentencing in the court in Trenton?

A. Correct.

Q. Did you speak with him at the courthouse?

A. Correct.

Q. What was the substance of the conversation?

A. I apologized for everything he's going through and I wished him luck.

Q. Why did you apologize to him?

A. I just apologized for everything that he's going through.

Q. Do you feel that he's a victim?

A. Can you rephrase that?

Q. Do you feel that Fred Schulman is a victim?

A. A victim by who?

Q. Well, of anybody?

A. By like the justice department? By what?

Q. Do you feel that he was mistakenly prosecuted?

A. I'm not sure.

Q. Do you feel he's not guilty?

A. I'm not sure.

Q. Was Mr. Schulman and his family personal friends with you and your family?

A. Um, not with my family, but with others.

Q. Did you socialize with the Schulman family?

A. No.

Q. Is Mr. Schulman or his family helping with the charity that you've talked about?

A. Not to my knowledge.

MR. D'ORAZIO: Let's see if we can wrap this up for today. I'm almost finished.

Q. Are you aware of anyone that owes your husband money?

A. Owes him? Who owes him?

Q. Yes.

A. I don't really know.

Q. Did he make any loans to family, friends, anyone else?

A. I'm not really sure.

Q. Did your husband keep any assets, as we say, offshore, outside the United States?

A. No, he doesn't own anything.

Miriam Mizrachi

Q. What about the property at 1188 Haverstraw Road, I think we missed that one? What's there?
A. Which one?
Q. 1188 Haverstraw Road. We talked about 1070.
A. I'm not sure.
Q. How about 1092 Haverstraw Road?
A. I'm not sure.
Q. Are those addresses familiar to you at all?
A. I don't -- no.
Q. Do you have any fine art in your house?
A. I don't think so. I don't know.
Q. Your husband never purchased art over the years?
A. Yeah, but I don't think it's like -- I think, it's just like an artist that drew for us.
Q. Do you maintain any cash in the house?
A. Can you rephrase that question?
Q. Do you have any cash inside your house besides the cash in your wallet or your purse?
A. No, I went through that stash already.
Q. There was cash in the house?
A. There was like a few thousand, maybe even less.

MR. D'ORAZIO: All right. I have nothing further at this time. Thank you.

MR. BOUSKILA: My pleasure.

THE COURT REPORTER: Mr. Bouskila, do you want a copy of this transcript?

MR. BOUSKILA: Yes, please.

(Whereupon, the examination of this witness was concluded at 2:42 p.m.)

_____
MIRIAM MIZRACHI

Sworn to before me this
_____ day of _____, 2025.

_____
NOTARY PUBLIC

CERTIFICATE OF REPORTER

STATE OF NEW YORK)
) ss
COUNTY OF ROCKLAND)

I, CHARLENE ROSMAN, a Shorthand Reporter, and Notary Public within and for the State of NEW YORK, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

Charlene Rosman

Notary Public in and for
The State of NEW YORK

My commission expires June 10, 2027

Dated: May 14, 2025

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EXHIBITS

None

INSERTS

Phone number and e-mail address for Zalman Silber.	24/6
Chase Mastercard account number	30/22
Active e-mail addresses	50/16

INFORMATION REQUESTED

DESCRIPTION	
Double check for records of all transfers within the scope of that request, which is number 23 in the subpoena.	70
An inventory of this and photographs supporting to tell us what is inside this storage facility in Davenport, Florida.	85

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QUESTIONS MARKED FOR A RULING

None

Errata Sheet

NAME OF CASE: X ACQUIOM AGENCY SERVICES -against- MOSHE SILBER a/k/a MARK SILBER

DATE OF DEPOSITION: 05/08/2025

NAME OF WITNESS: MIRIAM MIZRACHI

Reason Codes:

1. To clarify the record.

2. To conform to the facts.

3. To correct transcription errors.

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From _____ to _____

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EXHIBIT R

Electronic mail chain of May 8, 2022 among S. Markowitz, J. Weiss and M. Silber (S Neuburger 109–113)

Shulamis Neuburger

From: Mark Silber <mark@rhodiumre.com>
Sent: Sunday, May 8, 2022 7:41 PM
To: Sendy Markowitz
Cc: Jonathan Weiss; Phillip Stern; Shulamis Neuburger
Subject: Re: Financials

Their were fees related to the transaction and the rest of the funds went to signature bank crown capital holdings

Mark Silber
Managing Partner | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
P: 212-666-3199 | F: 212-666-3220 | E: mark@rhodiumre.com

On May 8, 2022, at 6:55 PM, Sendy Markowitz <sendy@pmsco.cpa> wrote:

Jonathan,

You got from $100,000,000 the bonds
And paid back clover (with all fees)which totaled $82,247,227.57
Where did the rest of the funds get deposited to ($17,752,772.43)?

From: Sendy Markowitz
Sent: Sunday, May 8, 2022 3:26 PM
To: Jonathan Weiss <jonathan@rhodiumre.com>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

Got it, thanks!

From: Jonathan Weiss <jonathan@rhodiumre.com>
Sent: Sunday, May 8, 2022 3:26 PM
To: Sendy Markowitz <sendy@pmsco.cpa>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: Re: Financials

I sent you a separate email with the payoff letter. I am out so unable to send to whole chain

Jonathan Weiss
Managing Director | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
O: 212-666-3199 | D: 212-686-1682 | F: 212-666-3220 | E: Jonathan@rhodiumre.com | www.rhodiumre.com

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From: Sendy Markowitz <sendy@pmsco.cpa>
Sent: Sunday, May 8, 2022 3:22:34 PM
To: Jonathan Weiss <jonathan@rhodiumre.com>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

The payoff from Clover.

From: Jonathan Weiss <jonathan@rhodiumre.com>
Sent: Sunday, May 8, 2022 3:21 PM
To: Sendy Markowitz <sendy@pmsco.cpa>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: Re: Financials

Exact amount of what?

Jonathan Weiss
Managing Director | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
O: 212-666-3199 | D: 212-686-1682 | F: 212-666-3220 | E: Jonathan@rhodiumre.com | www.rhodiumre.com

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From: Sendy Markowitz <sendy@pmsco.cpa>
Sent: Sunday, May 8, 2022 3:20:46 PM
To: Jonathan Weiss <jonathan@rhodiumre.com>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

Do you have an exact amount?

From: Jonathan Weiss <jonathan@rhodiumre.com>
Sent: Sunday, May 8, 2022 3:20 PM
To: Sendy Markowitz <sendy@pmsco.cpa>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: Re: Financials

Yes most of the proceeds went towards that with some minimal leftover for purchases

---

Jonathan Weiss
Managing Director | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007

O: 212-666-3199 | D: 212-686-1682 | F: 212-666-3220 | E: Jonathan@rhodiumre.com | www.rhodiumre.com

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From: Sendy Markowitz <sendy@pmsco.cpa>
Sent: Sunday, May 8, 2022 2:36:37 PM
To: Jonathan Weiss <jonathan@rhodiumre.com>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

Ok, did the proceeds go to pay back the Clover note ?

From: Jonathan Weiss <jonathan@rhodiumre.com>
Sent: Sunday, May 8, 2022 2:26 PM
To: Sendy Markowitz <sendy@pmsco.cpa>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: Re: Financials

There is no note specifically from Adam's bank trust that is one of the bond investors.

The total bond proceeds is $100m.

Jonathan Weiss
Managing Director | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
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From: Sendy Markowitz <sendy@pmsco.cpa>
Sent: Sunday, May 8, 2022 2:24:15 PM
To: Jonathan Weiss <jonathan@rhodiumre.com>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

Jonathan,

What was the balance for the Note from Adams Bank Trust as of Mach 31st?

From: Jonathan Weiss <jonathan@rhodiumre.com>
Sent: Friday, May 6, 2022 12:34 PM
To: Sendy Markowitz <sendy@pmsco.cpa>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

We had not yet distributed it.

On 4/1 the balance in the account was $6,587,906.11.

When can we expect the final financials?

Jonathan Weiss
Managing Director | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
O: 212-666-3199 | D: 212-686-1682 | F: 212-666-3220 |
E: Jonathan@rhodiumre.com | www.rhodiumre.com

From: Sendy Markowitz <sendy@pmsco.cpa>
Sent: Friday, May 6, 2022 12:32 PM
To: Jonathan Weiss <jonathan@rhodiumre.com>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials

Jonathan,

Did you have the money in the Sterligwwood bank account (Construction/ Rehab) as of March 31st , or did you distribute it?

From: Jonathan Weiss <jonathan@rhodiumre.com>
Sent: Wednesday, May 4, 2022 8:55 PM
To: Sendy Markowitz <sendy@pmsco.cpa>; Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; Shulamis Neuburger <shulamis@sncpaco.com>
Subject: RE: Financials
Importance: High

Shulamis,

Please advise ASAP this is super urgent that we get this for Sendy.

Jonathan Weiss
Managing Director | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
O: 212-666-3199 | D: 212-686-1682 | F: 212-666-3220 |
E: Jonathan@rhodiumre.com | www.rhodiumre.com

From: Sendy Markowitz <sendy@pmsco.cpa>
Sent: Wednesday, May 4, 2022 8:05 PM
To: Mark Silber <mark@rhodiumre.com>
Cc: Phillip Stern <phillip@pmsco.cpa>; 'Jonathan Weiss' <jonathan@rhodiumre.com>; 'Shulamis Neuburger' <shulamis@sncpaco.com>
Subject: RE: Financials

I still don't have the depreciation schedules.

From: Mark Silber <mark@rhodiumre.com>
Sent: Wednesday, May 4, 2022 7:57 PM
To: Sendy Markowitz <sendy@pmsco.cpa>

Cc: Phillip Stern <phillip@pmsco.cpa>; 'Jonathan Weiss' <jonathan@rhodiumre.com>; 'Shulamis Neuburger' <shulamis@sncpaco.com>
Subject: Financials

Hi Sendy,
Following up.

Thanks

Mark Silber
Managing Partner | Rhodium Asset Management
One World Trade Center | Suite 8500 | New York, NY 10007
P: 212-666-3199 | F: 212-666-3220 | E: mark@rhodiumre.com

EXHIBIT S

General ledger of CBRM Realty Inc. — accounts opened for the Sunnyside and Vecta transactions

General Ledger

Property CBRM

Detail 01/01/22 - 12/31/22 (accrual basis)

Sunnyside Tx	Date	Type	Reference	Description	Debit	Credit	Balance
x	05/26/22	CHECK	Wire	Computershare Inc : Wire to Peter Jacobs Sunnyside Bancorp Inc		1,044.50	25,455,883.85
x	06/29/22	CHECK	Wire	Sunnyside Federal Savings : capital injection investment in sunnyside bank		4,500,000.00	28,282,551.48
x	08/09/22	CHECK	Wire	Computershare Inc : Wire to Peter Jacobs Sunnyside Bancorp Inc		14,100,000.00	13,530,231.25
x	1670 Rhodium Bank Holdings LLC (Other Current Asset)						0.00
x	08/09/22	CHKITM	Wire	Computershare Inc : Wire to Peter Jacobs Sunnyside Bancorp I	14,100,000.00		14,100,000.00
x	**1670 Rhodium Bank Holdings LLC**			**Beg Bal: 0.00 Activity: 14,100,000.00**	**14,100,000.00**	**0.00**	**14,100,000.00**
x	2365 Sunnyside Federal (Other Current Asset)						0.00
x	06/29/22	CHKITM	Wire	Sunnyside Federal Savings : capital injection investment in sunn	4,500,000.00		4,500,000.00
x	**2365 Sunnyside Federal**			**Beg Bal: 0.00 Activity: 4,500,000.00**	**4,500,000.00**	**0.00**	**4,500,000.00**
x	5066 Consulting Services (Expense)						0.00
x	05/26/22	CHKITM	Wire	Computershare Inc : Wire to Peter Jacobs Sunnyside Bancorp I	1,044.50		1,044.50
x	**5066 Consulting Services**			**Beg Bal: 0.00 Activity: 1,044.50**	**1,044.50**	**0.00**	**1,044.50**

EXHIBIT T

Operating agreement of Vecta Partners LLC (f/k/a Rhodium BA Holdings LLC) and all amendments

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Rhodium BA Holdings LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article FIRST is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the limited liability company is Vecta Partners LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of June, A.D. 2022.

By: _____
Authorized Person(s)

Name: Mark Silber, Managing Mbr
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:26 PM 06/01/2022
FILED 01:26 PM 06/01/2022
SR 20222567737 - File Number 3297577

FIRST AMENDMENT AND REINSTATEMENT OF THE OPERATING AGREEMENT FOR VECTA PARTNERS

This First Amendment and Reinstatement of the Operating Agreement (the "Amendment") is made as of the date below by the sole Member of the Company, Vecta Partners LLC, formerly known as Rhodium BA Holdings LLC.

WHEREAS the original Operating Agreement of Rhodium BA Holdings LLC (the "Company") was entered into on July 22, 2020 (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended and restated as of June 1, 2022, and the Company now wishes to amend and reinstate the Operating Agreement to reflect a change in the entity name;

NOW, THEREFORE in consideration of the premises and the mutual covenants contained herein, the Member hereby agrees as follows:

1. **Name Change**: The name of the limited liability company formerly known as "Rhodium BA Holdings LLC" shall be changed to "Vecta Partners LLC" (the "Company"). All references in the Original Agreement to "Rhodium BA Holdings LLC" shall be replaced with "Vecta Partners LLC."
2. **Ratification of Original Agreement**: Except as amended by this Amendment, all terms, conditions, and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified and confirmed.
3. **Effect of Amendment**: This Amendment shall form a part of the Original Agreement and shall be binding upon and inure to the benefit of the Member and their respective successors and assigns.
4. **Governing Law**: This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this First Amendment and Reinstatement as of the date first above written.

Vecta Partners LLC

By: _____

Moshe Mark Silber
Sole Member

SECOND AMENDMENT AND REINSTATEMENT OF THE VECTA PARTNERS LLC OPERATING AGREEMENT

This Second Amendment and Reinstatement of the Vecta Partners LLC Operating Agreement (the "Amendment") is made as of the 2nd day of January 2023 by the sole Member of the Company, Vecta Partners LLC, formerly known as Rhodium BA Holdings LLC.

WHEREAS, the original Operating Agreement of Rhodium BA Holdings LLC (the "Company") was entered into on July 22, 2020 (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended and restated as of June 1, 2022, and the Company now wishes to further amend and reinstate the Operating Agreement to reflect a change in the membership interests of the Company; and

WHEREAS, the Company has undergone a change in ownership structure, necessitating an update to the membership interests to reflect the current ownership of the Company;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Member hereby agrees as follows:

1. **Name Change**: The name of the limited liability company formerly known as "Rhodium BA Holdings LLC" was changed to "Vecta Partners LLC" (the "Company") on June 1, 2022. All references in the Original Agreement to "Rhodium BA Holdings LLC" shall be replaced with "Vecta Partners LLC."

2. **Membership Interests**: Effective immediately upon execution of this Amendment, the ownership and membership interests in the Company shall be as follows:

    - Moshe Mark Silber shall own fifty-one percent (51%) of the membership interests in the Company.

    - Miriam Mizrachi shall own forty-nine percent (49%) of the membership interests in the Company, which shall be a non-controlling interest.

All references to membership interests in the Original Agreement shall be amended to reflect the above-stated percentages of ownership and the non-controlling nature of Miriam Mizrachi's interest.

3. **Management Powers**: As a result of the change in membership interests, the Company shall continue to be managed in accordance with the Original Agreement, as amended by this Amendment. The Managing Member, Moshe Mark Silber, shall continue to have all management powers as previously vested under the Original Agreement, subject to the terms of this Amendment and any further agreements between the Members. The non-controlling interest held by Miriam Mizrachi shall not confer any managerial authority or control over the operations or decisions of the Company.

4. **Ratification of Original Agreement:** Except as expressly amended by this Amendment, all terms, conditions, and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified and confirmed.

5. **Effect of Amendment:** This Amendment shall form a part of the Original Agreement and shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.

6. **Governing Law:** This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Second Amendment and Reinstatement as of the date first above written.

Vecta Partners, LLC

By: _____

Moshe Mark Silber

Managing Member (51% Ownership)

By: _____

Miriam Mizrachi

Member (49% Ownership, Non-Controlling Interest)

THIRD AMENDMENT AND REINSTATEMENT OF THE VECTA PARTNERS LLC OPERATING AGREEMENT

This **Third Amendment and Reinstatement of the Vecta Partners LLC Operating Agreement** (the "Amendment") is made and entered into as of the **1st day of August 2023**, by and among the Members of Vecta Partners LLC (the "Company").

WHEREAS, the original Operating Agreement of the Company was entered into on **July 22, 2020**, and subsequently amended and restated as of **June 1, 2022**, and further amended on **January 2, 2023**; and

WHEREAS, the Members now wish to further amend and reinstate the Operating Agreement to reflect a change in the membership interests, membership classes, and voting rights of the Company;

WHEREAS, in consideration of **Moshe Silber's dire financial situation**, and as part of the agreement to restructure the ownership of the Company, **Miriam Mizrachi agrees to obligate herself to pay all legal bills incurred by Moshe Silber stemming from the case titled** United States of America vs. Moshe Silber **(DOJ case)**;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Members agree to amend and reinstate the Operating Agreement as follows:

---

1. Membership Interests and Ownership Percentages

Effective as of February 1, 2023:

- **Moshe Silber** shall hold **5%** of the membership interests in the Company, classified as **Class A Units**, which shall be **voting units**.
- **Miriam Mizrachi** shall hold **95%** of the membership interests in the Company, classified as **Class B Units**, which shall be **non-voting units**.

All references to membership interests and ownership percentages in the prior Operating Agreement and amendments shall be updated to reflect the above-stated changes.

---

2. Voting Rights and Management Authority

- **Class A Units (Voting):** Holders of Class A Units, specifically **Moshe Silber**, shall have full voting rights and management authority over the operations and decisions of the Company.
- **Class B Units (Non-Voting):** Holders of Class B Units, specifically **Miriam Mizrachi**, shall have no voting rights and no management authority over the Company.

---

3. Management

The Company shall continue to be managed by the Managing Member. The Managing Member shall be **Moshe Silber**, who retains all management powers as vested under the Original Agreement, subject to this Amendment and any future agreements between the Members.

---

4. Consideration for Amendment

In light of **Moshe Silber's financial situation, Miriam Mizrachi agrees to obligate herself to pay all legal bills incurred by Moshe Silber** in connection with the case titled *United States of America vs. Moshe Silber*, filed by the U.S. Department of Justice.

---

5. Ratification of Original Agreement

Except as expressly amended by this Third Amendment, all terms, conditions, and provisions of the Original Agreement and subsequent amendments remain in full force and effect and are hereby ratified and confirmed.

---

6. Governing Law

This Amendment shall be governed by, and construed in accordance with, the laws of the **State of Delaware.**

IN WITNESS WHEREOF, the Members have executed this Third Amendment and Reinstatement as of the date first written above.

Vecta Partners LLC

By: _____

Moshe Silber

Managing Member (Class A Units, 5% Ownership)

By: Miriam M _____

Miriam Mizrachi

Member (Class B Units, 95% Ownership)

EXHIBIT U

Electronic mail chain of July 21 and 23, 2024 between M. Silber and L. Polivoda of Bernstein & Pinchuk LLP, subject "CBRM - 2022 Questions" — the list of "entities that shouldn't be in Cbrm" and the interlineated answers to the accountants' questions on the highlighted general ledger accounts (produced by the accountants)

From: Jesika Ibanez <jibanez@bpaccountants.com>
Sent: Wednesday, July 24, 2024 9:03 AM
To: Lenny Polivoda <lpolivoda@bpaccountants.com>
Subject: RE: CBRM - 2022 Questions

Thank you

Regards,

Jesika Ibanez

B&P Bernstein & Pinchuk LLP
ACCOUNTANTS AND CONSULTANTS

NEW YORK OFFICE:
7 Penn Plaza Suite 830, New York, NY 10001
Tel: 212.279.7900 Fax: 212.279.7901

About Bernstein & Pinchuk LLP

B&P provides a full range of audit and assurance, tax and transaction advisory services for clients in a variety of industries throughout the world. With offices in New York, Beijing, Guangzhou, and Hangzhou, B&P provides the expertise, cultural understanding and support needed to efficiently serve and advise our clients. For more information please visit http://www.bpaccountants.com

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Pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

From: Lenny Polivoda
Sent: Tuesday, July 23, 2024 5:11 PM

To: Jesika Ibanez
Subject: FW: CBRM - 2022 Questions

See below.

Best regards,

Leonid Polivoda, Senior Accountant



7 Penn Plaza Suite 830, New York, NY 10001
Tel: 212.279.7900 Fax: 212.279.7901
www.bpaccountants.com

From: Mark Silber <mark@rhodiumre.com>
Sent: Sunday, July 21, 2024 3:07 AM
To: Lenny Polivoda <lpolivoda@bpaccountants.com>
Cc: Laura Rosenberg <laura@rhodiumre.com>
Subject: Re: CBRM - 2022 Questions

Please see below and on your email of a list of entities that shouldn't be in Cbrm. Please send me the final list to confirm

The following should not be part of CBRM 1704 E. New York Ave.

Woodside villas and Meadows

B & M construction rhodium bank holdings mint group Park Meadows Stone Hollow Village Linden Plaza 60 Main St., Syracuse portfolio Puerto Rico portfolio chestnut Crossing Oakmont portfolio skyline apartments the James apartments the Vincent apartments

Praxis networks born and Kenny

1188 Haverstraw Rd., Eureka portfolio Brownfield copper capital partners vector capital rhodium management 100 Franklin, Gary NSA nb affordable, Evu, stallion, Louis manor, AL ms, esa park,

Sent from my iPhone

> On Jul 18, 2024, at 11:39 AM, Lenny Polivoda <lpolivoda@bpaccountants.com> wrote:
>
> Mark/Laura,
>
> Here some follow up questions for CBRM. The 2022 return got complicated.
>
> 1. Attached is the GL we received for CBRM. Are the highlighted entities related to the K1s CBRM receives?

No se above

> 2.
> 3. What are the following accounts (highlighted in Blue)
> Station Aviation LLC

Not in Cbrm

> What is Oakmont Portfolio

Defaulted deal we never closed on

What is AHRCO Pittsburg

A portfolio we bought of 1400 units

What is the Bonds OCA

This is the payments to bond holders

What is Sunnyside Federal

Not owned by Cbrm

What is Investment on Treasury Bonds

4. The distributions Per K1s is 64,365,005, but the amount shown in the GL (attached) is only 11,793,866. We need the distribution schedule

Laura please advise

5.
6. The contributions per K1s is 48,327,314, but the amount shown in the GL (attached) is only 207,635.53. We need the contribution schedule
7. What is the Sale Proceeds $8,875,711.23?

Laura?

8.
9. What is prepayment fee of $7,158,502?

Laura?

10.
11. Is GL from Crown also part of CBRM? Please explain the highlighted accounts in the attached GL

Crown is part of Cbrm

12.

Best regards,

Leonid Polivoda, Senior Accountant

7 Penn Plaza Suite 830, New York, NY 10001
Tel: 212.279.7900 Fax: 212.279.7901
www.bpaccountants.com

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intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

EXHIBIT V-1

December 2022 Investor Presentation — cover and the slide
referring to the Vecta stock (NSI00001085)



CBRM REALTY

Investor Presentation
December 2022

[1.1.1] [Project MONARCH - Investor Presentation - December 2022.pptx]

Strictly Private and Confidential – Not for Redistribution

SPONSOR OVERVIEW – STRONG CREDIT SUPPORT

- CBRM Realty, Inc. wholly owns the Issuer and serves as the Parent Guarantor for the proposed social senior note offering
- CBRM has a successful track record of creating value in multifamily property investments throughout the U.S. with a focus on affordable and workforce housing opportunities
- The Company focuses on special situations within the multifamily sector by identifying properties with substantial appreciation potential that may be acquired at a relatively low cost basis in a non-auction/marketed process, typically bilateral setting
  - CBRM targets underperforming properties that need to be improved and repositioned via capex and proactive hands-on management, resulting in increased NOI and enhanced returns

Guarantor Level Security
– Guarantee on proposed senior notes
– ~$2.0M in cash reserves as of September 30, 2022
– Equity of ~$206M as of September 30, 2022 (2)

Parent Guarantor Equity – 9/30/2022

September 30, 2022	Guarantor
Cash	$62,002,483
Equity (1)(2)	$142,312,565
Cash Reserves	$1,970,606
Parent Guarantor Equity	**$206,285,654**

1. Based on percentage equity ownership of appraised value on assets not wholly owned by CBRM.
2. Includes CBRM's ownership in Vecta stock

[1] [Project MONARCH - Investor Presentation_December 2022_vF.pdf]

CONFIDENTIAL TREATMENT REQUESTED UNDER FOIA NSI00001092

EXHIBIT V-2

December 2023 Investor Presentation — cover and the slide referring to the Vecta stock

CBRM REALTY



December 2023

Strictly Private and Confidential – Not for Redistribution

SPONSOR OVERVIEW – STRONG CREDIT SUPPORT

- CBRM Realty, Inc. wholly owns the Issuer and serves as the Parent Guarantor for the proposed social senior note offering
- CBRM has a successful track record of creating value in multifamily property investments throughout the U.S. with a focus on affordable and workforce housing opportunities
- The Company focuses on special situations within the multifamily sector by identifying properties with substantial appreciation potential that may be acquired at a relatively low cost basis in a non-auction/marketed process, typically bilateral setting
  - CBRM targets underperforming properties that need to be improved and repositioned via capex and proactive hands-on management, resulting in increased NOI and enhanced returns

Guarantor Level Security
– Guarantee on proposed senior notes
– ~$2.4M in cash reserves as of September 30, 2023
– Equity of ~$175M as of September 30, 2023 [2]

Parent Guarantor Equity – 9/30/2023

Asset Type	Guarantor
Cash	$25,391,257
Equity [1][2]	$147,124,106
Cash Reserves	$2,355,180
Parent Guarantor Equity	**$174,870,543**

1. Based on percentage equity ownership of appraised value on assets not wholly owned by CBRM.
2. Includes CBRM's ownership in Vecta stock.

EXHIBIT V-3

Project MONARCH Portfolio Summary dated December 15, 2022 (NSI00001336) — carries Vecta Stock at $71,685,000 debt-free, SN5399 at $28,000,000, and the purchase price, purchase date, appraisal date, appraised value and capital expenditure for every property in the portfolio

Project MONARCH - Portfolio Summary (Crown Capital Holdings LLC)

Property Name	Address	City	State	Zip	Built	Units	Affordability Component	Ownership %	Purchase Date	Purchase Price	Price Per Unit	Capex to Date	Appraisal Date	Appraised Value	Appraised Value Per Unit	Debt Balance	LTV	As-is Equity	Crown Equity
Carmel Brook	12345 I-10 Service Rd	New Orleans	LA	70128	1985	584	Voucher Based Section 8	100%	12/14/17	36,927,000	63,231	9,983,248	06/01/22	59,100,000	101,199	25,285,000	43%	33,815,000	33,815,000
Carmel Spring	12151 I-10 Service Rd	New Orleans	LA	70128	1984	400	Voucher Based Section 8	100%	12/14/17	20,449,000	51,123	7,353,979	06/02/22	30,300,000	75,750	13,315,422	44%	16,984,578	16,984,578
Laguna Creek	6881 Parc Brittany Blvd	New Orleans	LA	70126	1981	216	Voucher Based Section 8	100%	12/14/17	11,416,000	52,852	4,902,598	06/02/22	19,600,000	90,741	7,909,586	40%	11,690,414	11,690,414
Laguna Reserve	5131 Bundy Rd	New Orleans	LA	70127	1978	348	Voucher Based Section 8	100%	12/14/17	20,648,000	59,333	6,889,570	05/26/22	36,600,000	105,172	13,958,135	38%	22,641,865	22,641,865
Laguna Run	7001 Martin Dr	New Orleans	LA	70126	1977	442	Voucher Based Section 8	100%	12/14/17	25,810,000	58,394	11,514,259	05/27/22	37,800,000	85,520	22,100,700	58%	15,699,300	15,699,300
Williamsburg of Cincinnati	200 W Galbraith Rd	Cincinnati	OH	45215	1967	976	Market	70%	03/06/19	95,850,000	98,207	4,854,259	05/31/22	100,100,000	102,561	74,250,000	74%	25,850,000	18,095,000
Orwood Creek	10151 Curran Blvd	New Orleans	LA	70127	1978	216	Voucher Based Section 8	89%	04/03/19	11,000,000	50,926	3,836,410	05/31/22	19,600,000	90,741	9,750,000	50%	9,850,000	8,766,500
Country Club Manor [1]	1930 Woodslea Dr	Flint	MI	48507	1968	155	Voucher Based Section 8	100%	12/18/20	3,400,000	21,935	1,318,619	03/23/21	10,000,000	64,516	8,000,000	80%	2,000,000	2,000,000
Bridgeport Portfolio	Multiple Addresses	Bridgeport	CT	06606	1962	462	Voucher Based Section 8	100%	08/05/17	30,540,000	66,104	2,847,710	3/24/21 & 7/25/22	46,300,000	100,216	28,661,218	62%	17,638,782	17,638,782
Alta Sita Apartments [1]	3408 Converse Ave	East St Louis	IL	62207	1974	56	Project Based Section 8	100%	02/03/21	2,000,000	35,714	527,201	10/19/22	4,660,000	83,214	3,442,000	74%	1,218,000	1,218,000
Rosehaven Manor	3900 Hammerberg Rd	Flint	MI	48507	1989	123	LIHTC	100%	01/12/21	6,100,000	49,593	298,490	09/23/22	16,400,000	133,333	8,632,000	53%	7,768,000	7,768,000
Alcazar Apartments	3906 Baltimore Ave	Kansas City	MO	64111	1925	140	Project Based Section 8	100%	02/12/21	7,700,000	55,000	758,599	09/21/22	21,500,000	153,571	12,456,000	58%	9,044,000	9,044,000
Columbia Square [1]	316 Chewalca Dr	Rainbow City	AL	35906	1973	100	Project Based Section 8	100%	06/02/21	4,500,000	45,000	375,590	09/28/22	7,700,000	77,000	5,511,000	72%	2,189,000	2,189,000
Sycamore Meadows	1273 Stamford Ct	Ypsilanti	MI	48198	1971	262	Project Based Section 8	100%	04/08/21	20,750,000	79,198	1,992,311	08/11/22	49,200,000	187,786	36,900,000	75%	12,300,000	12,300,000
Green Meadows [1]	1610 Edgewood Dr	Danville	IL	61832	1971	150	Project Based Section 8	100%	06/23/21	6,950,000	46,333	516,222	06/08/22	10,750,000	71,667	9,200,000	86%	1,550,000	1,550,000
Chapel Ridge	1636 Raymond Rd	Jackson	MS	39204	2005	144	LIHTC	100%	09/10/21	8,500,000	59,028	290,968	05/11/21	10,600,000	73,611	8,480,000	80%	2,120,000	2,120,000
Slidell	2201 W Carpenter Rd	Flint	MI	48505	1983	152	Project Based Section 8	100%	10/01/21	7,000,000	46,053	385,759	03/04/22	11,200,000	73,684	6,601,000	59%	4,599,000	4,599,000
Highland Park	2301 Southeast Bellview Ave	Topeka	KS	66605	1972	200	Project Based Section 8	100%	10/19/21	5,740,000	28,700	713,868	08/22/22	11,900,000	59,500	7,760,000	65%	4,140,000	4,140,000
Evergreen Regency	3102 Fox Circle	Flint	MI	48507	1967	365	Project Based Section 8	100%	07/02/20	12,000,000	32,877	442,989	06/06/22	39,700,000	108,767	24,590,000	62%	15,110,000	15,110,000
Woodside Meadows	4590 Seaway Dr	Lansing	MI	48911	1971	350	Voucher Based Section 8	100%	02/12/20	24,000,000	68,571	1,491,859	01/28/22	45,800,000	130,857	37,000,000	81%	8,800,000	8,800,000
Covington Park	100 Covington Park Dr	Jackson	MS	39212	2007	156	LIHTC	100%	11/17/21	9,350,000	59,936	112,401	07/19/22	11,800,000	75,641	7,947,000	67%	3,853,000	3,853,000
Copper Ridge & Magnolia Trace	2080 N Lodbell Blvd & 11585 North Harrells Ferry Rd	Baton Rouge	LA	70806 70816	1970 1973	559	LIHTC	100%	01/11/22	25,461,800	45,549	1,153,604	10/11/22	45,100,000	80,680	23,088,000	51%	22,012,000	22,012,000
Westgate Manor	3651 Balfour Court	Flint	MI	48507	1975	130	Market	100%	03/10/22	5,850,000	45,000	54,186	01/19/22	9,200,000	70,769	4,086,025	44%	5,113,975	5,113,975
Redstone Townhomes	3526 Stonegate Dr	Flint	MI	48507	1966	119	Market	100%	06/08/22	2,500,000	21,008	78,091	06/15/22	5,300,000	44,538	-	0%	5,300,000	5,300,000
Southbrook Gardens	245 Daniel Lake Blvd	Jackson	MS	39212	1991	100	Project Based Section 8	100%	06/13/22	4,950,000	49,500	19,483	07/07/22	6,290,000	62,900	4,279,000	68%	2,011,000	2,011,000
Greystone Apts	103 Greystone Dr	Alorton	IL	62207	1980	148	Project Based Section 8	100%	06/15/22	5,600,000	37,838	100,409	02/07/22	8,890,000	60,068	4,760,000	54%	4,130,000	4,130,000
Ashland Manor	2030 Ashland Avenue	Toledo	OH	43620	1972	189	Project Based Section 8	100%	06/30/22	8,875,000	46,958	30,676	05/29/22	12,500,000	66,138	9,140,000	73%	3,360,000	3,360,000
Homewood House	7130 Frankstown Avenue	Pittsburgh	PA	15208	1980	101	Project Based Section 8	100%	07/28/22	7,000,000	69,307	5,382	04/25/22	12,500,000	123,762	5,541,000	44%	6,959,000	6,959,000
Campus Heights	115 Carriage Hill Drive	Athens	OH	45701	1967	337	Project Based Section 8	100%	10/31/22	23,000,000	68,249	-	08/30/22	24,600,000	72,997	21,590,000	88%	3,010,000	3,010,000
Totals						**7,680**				**453,866,800**		**62,848,741**		**724,990,000**		**444,233,086**	**61%**	**280,756,914**	**271,918,414**

(1) CROWN recently refinanced Alta Sita Apartments (10/25/2022) and Columbia Square (11/17/2022). CROWN is in the process of refinancing Country Club Manor and Green Meadows, which are expected to close by year end. The interest rate assumed on the loans is the average interest rate on the portfolio of 5.26%. All loans are as

Deals Under Contract

AHRCO Portfolio	Multiple Addresses	Pittsburgh	PA	Multiple	1938	1,305	Project Based Section 8	100%	12/15/22	55,950,000	42,874		05/26/22	126,790,000	97,157	36,367,500		90,422,500	90,422,500
Presbyterian Apartments	322 N 2nd Street	Harrisburg	PA	17101	1967	165	Project Based Section 8	100%	12/30/22	7,500,000	45,455			12,540,000	76,000	4,875,000		7,665,000	7,665,000
Linden Plaza	663 Lincoln Avenue	Brooklyn	NY	11208	1965	1,525	Multiple Layers of Affordability	100%	03/04/23	85,283,000	55,923			115,000,000	75,410	60,283,000		54,717,000	54,717,000
AL & MS Portfolio	Multiple Addresses	Multiple Cities	AL & MS	Multiple	1978	1,000	Project Based Section 8	100%	02/06/23	38,600,000	38,600			52,480,000	52,480	25,090,000		27,390,000	27,390,000
ESA Park	1110 Kendis Circle	Youngstown	OH	44505	1962	176	Project Based Section 8	100%	12/30/22	7,000,000	39,773			7,000,000	39,773	4,550,000		2,450,000	2,450,000
MNM HAP Portfolio	Multiple Addresses	Multiple Cities	IL	Multiple	1957	346	Project Based Section 8	100%	03/18/23	22,753,000	65,760			22,753,000	65,760	14,789,450		7,963,550	7,963,550
Total Deals Under Contract										**217,086,000**				**336,563,000**		**145,954,950**		**190,608,050**	**190,608,050**

Lender	Reserves	Crown Share of Reserves	Loan Origination Date	Interest Rate	Rate Type	Spread	Spread Type	Rate Floor	Amort Start	Amort Years	Maturity Date
Jones Lang Lasalle	3,145,969	3,145,969	12/14/17	4.14%	Fixed	0.00%	N/A	0.00%	2/1/2023	30	1/1/2028
Jones Lang Lasalle	1,317,397	1,317,397	12/14/17	4.12%	Fixed	0.00%	N/A	0.00%	2/1/2019	30	1/1/2028
Jones Lang Lasalle	978,307	978,307	12/14/17	4.38%	Fixed	0.00%	N/A	0.00%	2/1/2021	30	1/1/2028
Jones Lang Lasalle	1,883,847	1,883,847	12/14/17	4.10%	Fixed	0.00%	N/A	0.00%	2/1/2021	30	1/1/2028
KeyBank	1,524,948	1,524,948	07/28/21	5.28%	Floating	2.15%	LIBOR	0.00%	N/A	N/A	1/28/2023
Jones Lang Lasalle	2,243,291	1,570,304	03/08/19	4.40%	Fixed	0.00%	N/A	0.00%	5/1/2024	30	4/1/2031
X-Caliber Funding	2,617,800	2,329,842	06/09/21	7.33%	Floating	4.75%	LIBOR	5.75%	N/A	N/A	6/6/2023
N/A	-	-	N/A	5.26%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
X-Caliber Funding & Arbor	918,380	918,380	3/26/2021 8/5/2017	7.33% 4.49%	Floating Fixed	4.75% 0.00%	LIBOR N/A	5.75% 0.00%	N/A 10/1/2020	N/A 30	4/26/2023 9/1/2027
N/A	-	-	10/25/22	5.26%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Capital One	143,219	143,219	09/30/22	6.37%	Fixed	0.00%	N/A	0.00%	11/1/2027	30	10/1/2032
Capital One	130,686	130,686	09/30/22	5.90%	Fixed	0.00%	N/A	0.00%	11/1/2027	30	10/1/2032
N/A	-	-	11/17/22	5.26%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Capital One	111,302	111,302	08/18/22	5.12%	Fixed	0.00%	N/A	0.00%	10/1/2027	30	9/1/2032
N/A	-	-	N/A	5.26%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
X-Caliber Funding	1,995,611	1,995,611	10/19/21	7.33%	Floating	4.75%	LIBOR	5.75%	N/A	N/A	11/6/2023
Merchants Bank	45,023	45,023	06/02/22	4.91%	Floating	2.62%	SOFR	3.27%	N/A	N/A	6/10/2024
X-Caliber Funding	3,488,981	3,488,981	10/19/21	7.33%	Floating	4.75%	LIBOR	5.75%	N/A	N/A	11/6/2023
Merchants Bank	349,221	349,221	09/25/20	5.04%	Floating	2.75%	SOFR	3.75%	N/A	N/A	10/10/2023
Arbor	1,677,521	1,677,521	02/18/22	6.66%	Floating	4.15%	SOFR	4.25%	N/A	N/A	2/17/2024
Merchants Bank	195,436	195,436	03/02/22	4.89%	Floating	2.60%	SOFR	3.25%	N/A	N/A	3/1/2024
Arbor	3,108,930	3,108,930	01/04/22	6.13%	Floating	3.50%	LIBOR	3.60%	N/A	N/A	1/3/2025
KeyBank	42,218	42,218	04/14/22	6.38%	Floating	4.10%	SOFR	4.20%	N/A	N/A	5/1/2024
N/A	-	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Merchants Bank	82,267	82,267	06/13/22	4.92%	Floating	2.68%	SOFR	3.33%	N/A	N/A	7/10/2024
Merchants Bank	99,675	99,675	06/15/22	5.04%	Floating	2.78%	SOFR	3.28%	N/A	N/A	7/10/2024
M & T Capital	1,056,162	1,056,162	06/30/22	4.43%	Floating	2.15%	SOFR	3.15%	N/A	N/A	7/1/2024
Capital One	65,239	65,239	07/28/22	5.39%	Fixed	0.00%	N/A	0.00%	8/1/2026	30	7/31/2032
M&T Bank	914,627	914,627	10/31/22	5.54%	Floating	2.50%	SOFR	3.50%	N/A	N/A	11/1/2024
	28,136,058	**27,175,113**									

ssumed to be fixed-rate.

Project MONARCH - Portfolio Summary (CBRM Realty, Inc.)

Property Name	Address	City	State	Zip	Built	Units	Affordability Component	Ownership %	Purchase Date	Purchase Price	Price Per Unit	Capex to Date	Appraisal Date	Appraised Value	Appraised Value Per Unit	Debt Balance	LTV	As-is Equity	Crown Equity
CBRM Level Assets																			
Elora Place	3606 Kaliste Saloom Rd	Lafayette	LA	70508	2006	266	Market	31%	02/28/19	29,250,000	109,962	3,011,648	06/26/20	34,100,000	128,195	21,958,000	64%	12,142,000	3,769,175
New Horizon	3619 Kings Gate Dr	Memphis	TN	38116	1970	906	Voucher Based Section 8	37%	08/13/20	17,600,000	19,426	4,401,806	11/05/21	52,000,000	57,395	22,300,000	43%	29,700,000	10,950,390
Woodside Village	1321 Piney Forst Road	Danville	VA	24540	1978	160	Project Based Section 8	100%	05/16/22	10,502,857	65,643	-	03/22/22	12,525,000	78,281	8,717,000	70%	3,808,000	3,808,000
Westwood Apartments	3150 Robinson Road	Jackson	MS	39209	1970	96	Market	100%	08/22/22	4,675,000	48,698	-	07/13/22	8,000,000	83,333	-	0%	8,000,000	8,000,000
100 Phillips Parkway	100 Phillips Parkway	Montvale	NJ	07645	1965	79,007 Sq Ft	Office Building	100%	08/16/22	9,250,000		-	09/21/22	25,300,000		9,200,000	36%	16,100,000	16,100,000
Vecta Stock								100%					09/30/22	71,685,000		-	0%	71,685,000	71,685,000
SN5399								100%					09/30/22	28,000,000		-	0%	28,000,000	28,000,000
CBRM Level Only Totals						**1,428**				**71,277,857**		**7,413,454**		**231,610,000**		**62,175,000**	**27%**	**169,435,000**	**142,312,565**

Lender	Reserves	Crown Share of Reserves	T12 NOI*	Loan Origination Date	Interest Rate	Rate Type	Spread	Spread Type	Rate Floor	Amort Start	Amort Years	Maturity Date
Jones Lang Lasalle	599,826	186,201	2,439,312	02/28/19	4.80%	Fixed	0.00%	N/A	0.00%	4/1/2023	30	3/1/2029
KeyBank	4,710,880	1,736,901	2,327,415	12/21/21	4.64%	Floating	1.65%	SOFR	1.70%	N/A	N/A	12/21/2024
Merchants	47,504	47,504	634,269	06/29/22	5.04%	Floating	2.75%	SOFR	3.25%	N/A	N/A	6/30/2024
N/A	-	-	568,784	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bank of America	-	-	1,341,546	09/21/22	7.70%	Floating	2.50%	BSBY	N/A	N/A	N/A	3/21/2023
N/A	-	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	-	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	5,358,210	**1,970,606**	**7,311,326**									

** If property is not owned for 12 months it is the actual ownership period annualized*