

Michael L. Braunstein, Esq.
THE BRAUNSTEIN LAW FIRM, PLLC
3 Eberling Drive
New City, New York 10956
Telephone: (845) 642-5062

Adolfo J. Anzola, Esq.
SILVER LAW GROUP
11780 W. Sample Road
Coral Springs, Florida 33065
Telephone: (954) 755-4799

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Civil Action No. 2:15-CV-01878-MCA-MAH

-----X
THEODORE VAN LEER, an individual;
CAROLINE VAN LEER, an individual;
ANNE M. BLANKEN, an individual; and
ANNE M. BLANKEN, as Trustee of the
CREDIT SHELTER SHARE TRUST,
Plaintiffs,

AMENDED COMPLAINT

v.

INVICTUS ASSET MANAGEMENT LLC,
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP,
INVICTUS HOLDINGS, LLP,
TRADEDESK CAPITAL LLC,
TRADEDESK FINANCIAL GROUP, INC.,
TRADESTREAM ANALYTICS, LTD.,
INVICTUS INCOME FUND, LLP,
DAVID W. SCHAMENS,
PILIANA SCHAMENS,
and INVICTUS REAL ESTATE INVESTMENT, LLP,
Defendants.

JURY TRIAL DEMANDED

-----X

Plaintiffs, THEODORE VAN LEER, an individual; CAROLINE VAN LEER, an individual;
ANNE M. BLANKEN, an individual; and ANNE M. BLANKEN, as Trustee of the CREDIT
SHELTER SHARE TRUST (collectively "Plaintiffs"), by and through undersigned counsel, hereby

sue Defendants, INVICTUS ASSET MANAGEMENT LLC, a North Carolina limited liability company (hereinafter “INVICTUS ASSET MANAGEMENT”); INVICTUS CAPITAL GROWTH AND INCOME FUND LLP, a North Carolina limited liability partnership (“The Fund”); INVICTUS HOLDINGS, LLP, a North Carolina limited liability partnership; TRADEDESK CAPITAL LLC, a Delaware limited liability company (“TRADEDESK”); TRADEDESK FINANCIAL GROUP, INC., a Delaware corporation; TRADESTREAM ANALYTICS, LTD., a Delaware corporation; INVICTUS INCOME FUND, LLP, a North Carolina limited liability partnership; DAVID W. SCHAMENS, an individual (“Mr. Schamens”); PILIANA SCHAMENS, an individual (“Mrs. Schamens”); and INVICTUS REAL ESTATE INVESTMENT, LLP, a North Carolina limited liability partnership; for damages. In support thereof, Plaintiffs state as follows:

PRELIMINARY STATEMENT

1. Plaintiffs invested substantial sums of money in INVICTUS CAPITAL GROWTH AND INCOME FUND LLP based upon deceptive and fraudulent misrepresentations made by the fund and its principals regarding the investments, Defendants’ business(es), and The Fund’s principals’ qualifications and credentials. The Fund’s misrepresentations and deception include, but are not limited to, the fact that The Fund withheld and failed to disclose to Plaintiffs that:

- (a) Mr. Schamens, at the time he solicited Plaintiffs’ investments, was a permanently barred investment counselor who the U.S. Securities and Exchange Commission (“SEC”) has deemed harmful to investors’ interests;
- (b) Phillips Wiegand, Jr. (“Mr. Wiegand”), a former business associate of Mr. Schamens¹, who held himself out as a corporate General Counsel, is actually not an attorney; and, during the time Plaintiffs were invested in The Fund, was subject to an 18-month suspension by the Financial Industry Regulatory Authority (“FINRA”) primarily because of his improper business relationship with Mr. Schamens and self-servingly

¹ Mr. Wiegand is not a named defendant in this Amended Complaint. He is included in this pleading simply to provide a fully-formed factual background to the allegations and causes of actions set forth herein.

allowing Mr. Schamens to solicit investors for The Fund while being readily aware that Mr. Schamens was barred by the SEC; and

- (c) Mrs. Schamens' position with several of the defendant entities was constructed not only to allow her to solicit investors alongside her husband (Mr. Schamens) and Mr. Wiegand but also existed as a ploy to put upon her titular responsibility for the companies' acts while the barred Mr. Schamens and the suspended Mr. Wiegand continued to operate in violation of their regulatory sanctions.

2. Defendants' business appears to primarily focus on raising funds from innocent investors for dubious or non-existent business ventures from which the corporate defendants' principals pay themselves exorbitant salaries and compensation to cover lavish personal expenses.

3. In short, Plaintiffs' investment in The Fund was simply a ruse for the corporate defendants and their principals to exploit Plaintiffs in an egregious manner, convert Plaintiffs' money, and fuel a fraudulent scheme.

4. Plaintiffs are not the only investors upon whom the defendants have enacted, or have attempted to enact, their deceptive and fraudulent scheme. The corporate defendants and their principals (Mr. Schamens and Mrs. Schamens) are known to have solicited investors using the same fraudulent proposal they made to Plaintiffs and telling those investors that:

- (a) An investment in The Fund is safe and carries very little risk of loss;
- (b) The concept of investing in The Fund is similar to putting money into a time certificate of deposit or in a bank account on which the insurance coverage for any loss is up to \$25 million;
- (c) Their invested funds would be transferred directly to a respected, institutional investment firm such as Merrill Lynch within twenty-four hours of investment;
- (d) No service fees would be charged by The Fund; and
- (e) The Fund was only soliciting investors who were willing to make minimum investments of \$500,000.00.

5. In essence, the defendants acted in concert with one another and have made material misrepresentations to Plaintiffs to secure Plaintiffs' investment funds, made material

misrepresentations to Plaintiffs about returning those funds, and withheld from Plaintiffs vital documentation relating to Plaintiffs' investments -- all of which violate Plaintiffs' rights and Defendants' obligations.

GENERAL ALLEGATIONS

THE PARTIES

Plaintiffs

6. Plaintiff THEODORE VAN LEER ("Mr. Van Leer") is an individual domiciled in Chatham, New Jersey; is a citizen of the State of New Jersey; and is *sui juris*.

7. Plaintiff CAROLINE VAN LEER ("Mrs. Van Leer") is an individual domiciled in Chatham, New Jersey; is a citizen of the State of New Jersey; and is *sui juris*.

8. At all times material hereto, Mr. Van Leer and Mrs. Van Leer ("the Van Leers") have been, and still are, husband and wife.

9. Plaintiff ANNE M. BLANKEN ("Mrs. Blanken") is an individual domiciled in Lexington, Virginia; is a citizen of the State of Virginia; and is *sui juris*. BLANKEN is Mrs. Van Leer's mother and is Mr. Van Leer's mother-in-law.

10. Plaintiff ANNE M. BLANKEN, as Trustee of the CREDIT SHELTER SHARE TRUST, represents the interests of a legal entity ("The Blanken Trust") formed and existing under the laws of the State of New Jersey as of the entity's creation on or about January 15, 2003.

Defendants

11. Defendant INVICTUS ASSET MANAGEMENT LLC is a North Carolina limited liability company with its principal place of business in Charlotte, North Carolina. At all times material hereto, INVICTUS ASSET MANAGEMENT LLC maintained an office in, and conducted business from, Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of

North Carolina. Furthermore, at all times material hereto, INVICTUS ASSET MANAGEMENT LLC solicited and accepted investors located in this jurisdiction, including Plaintiffs.

12. Defendant INVICTUS CAPITAL GROWTH AND INCOME FUND LLP is a North Carolina limited liability partnership with its principal place of business in Charlotte, North Carolina. At all times material hereto, INVICTUS CAPITAL GROWTH AND INCOME FUND LLP maintained an office in, and conducted business from, Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of North Carolina. Furthermore, at all times material hereto, INVICTUS CAPITAL GROWTH AND INCOME FUND LLP solicited and accepted investors located in this jurisdiction, including Plaintiffs.

13. Defendant INVICTUS HOLDINGS, LLP is a North Carolina limited liability partnership with its principal place of business in Charlotte, North Carolina. At all times material hereto, INVICTUS HOLDINGS, LLP maintained an office in, and conducted business from, Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of North Carolina. Furthermore, INVICTUS HOLDINGS, LLP was the owner of TRADEDESK FINANCIAL GROUP, INC.

14. Defendant TRADEDESK CAPITAL LLC is a Delaware limited liability company with its principal place of business in Charlotte, North Carolina. At all times material hereto, TRADEDESK CAPITAL LLC maintained an office in, and conducted business from, Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of North Carolina. Furthermore, at all times material hereto, TRADEDESK CAPITAL LLC solicited and accepted investors located in this jurisdiction, including Plaintiffs.

15. Defendant TRADEDESK FINANCIAL GROUP, INC. is a Delaware corporation with its principal place of business in Charlotte, North Carolina. At all times material hereto, TRADEDESK FINANCIAL GROUP, INC. maintained an office in, and conducted business from,

Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of North Carolina. In addition, TRADEDESK FINANCIAL GROUP, INC. was the Manager of TRADEDESK CAPITAL LLC; and Mrs. Schamens was among the Managing Directors of TRADEDESK FINANCIAL GROUP, INC.

16. Defendant TRADESTREAM ANALYTICS, LTD. is a Delaware corporation with its principal place of business in New York, New York. At all times material hereto, TRADESTREAM ANALYTICS, LTD. maintained an office in, and conducted business from, New York, New York as well as Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of either the State of New York or the State of North Carolina. According to Defendants' own published documents, TRADESTREAM ANALYTICS, LTD. is a 100% owned subsidiary of TRADEDESK FINANCIAL GROUP, INC. Mr. Schamens works at, and controls, TRADESTREAM ANALYTICS, LTD.

17. Defendant INVICTUS INCOME FUND, LLP is a North Carolina limited liability partnership with its principal place of business in Charlotte, North Carolina. At all times material hereto, INVICTUS HOLDINGS, LLP maintained an office in, and conducted business from, Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of North Carolina. Mrs. Schamens is a duly authorized agent of INVICTUS INCOME FUND, LLP.

18. Defendant DAVID W. SCHAMENS ("Mr. Schamens") is an individual domiciled in Advance, North Carolina; is a citizen of the State of North Carolina; and is *sui juris*. Mr. Schamens was an original Member and Organizer of INVICTUS ASSET MANAGEMENT LLC when the entity was created in 2002. At all times material hereto, Mr. Schamens was a representative of several of the corporate defendants named herein, including TRADESTREAM ANALYTICS, LTD.; INVICTUS HOLDINGS, LLP; INVICTUS ASSET MANAGEMENT LLC; and TRADEDESK FINANCIAL GROUP, INC., which serves as the Manager of, and manages all of the affairs of,

TRADEDESK CAPITAL LLC. As explained in detail below, Mr. Schamens traveled to this jurisdiction on numerous occasions to solicit and accept investment funds from Plaintiffs.

19. Defendant PILIANA SCHAMENS (“Mrs. Schamens”) is an individual domiciled in Advance, North Carolina; is a citizen of the State of North Carolina; and is *sui juris*. At all times material hereto, Mrs. Schamens was an agent of INVICTUS HOLDINGS, LLP; INVICTUS INCOME FUND, LLP; and was a Managing Member and representative of TRADEDESK FINANCIAL GROUP, INC., which itself serves as the Manager of, and manages all of the affairs of, TRADEDESK CAPITAL LLC. In addition, Mrs. Schamens is the wife of David Schamens.

20. Defendant INVICTUS REAL ESTATE INVESTMENT, LLP is a North Carolina limited liability partnership with its principal place of business in Charlotte, North Carolina. At all times material hereto, INVICTUS REAL ESTATE INVESTMENT, LLP maintained an office in, and conducted business from, Charlotte, North Carolina; and for purposes of diversity jurisdiction, is a citizen of the State of North Carolina. Moreover, Mr. Schamens and Mrs. Schamens have each executed publicly filed documents on which they claim to be either the General Partner (Mr. Schamens) or Partner (Mrs. Schamens) of INVICTUS REAL ESTATE INVESTMENT, LLP.

21. Upon information and belief, all of the corporate defendants are mere “alter egos” of Mr. Schamens and Mrs. Schamens. Nearly all of the corporate entities share a common business address in Charlotte, North Carolina; and all of the corporate entities enjoy cross-ownership by each other or by Mr. Schamens or Mrs. Schamens. Additionally, Mr. Schamens and Mrs. Schamens dominate and control all of the corporate entities’ activities to further their own personal interests while using the corporate entities to shield themselves from personal liability for their wrongdoing.

22. In addition to those persons and entities set forth as Defendants herein, there are likely other parties who may well be liable to Plaintiffs, but respecting whom Plaintiffs currently lack specific facts to permit them to name such person or persons as a party defendant. By not naming such

persons or entities at this time, Plaintiffs are not waiving their right to amend this pleading to add such parties, should the facts warrant adding such parties.

JURISDICTION AND VENUE

23. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the Constitution, laws, or treatises of the United States. This Court has supplemental jurisdiction over the common law claims pursuant to 28 U.S.C. § 1337.

24. This Court has personal jurisdiction over the defendants because: (a) all but one of the corporate defendants are business entities operating, present, and/or doing business within this jurisdiction, as those defendants (represented by Mr. Schamens) came to this jurisdiction to specifically solicit funds from Plaintiffs, and (b) the defendants' contractual breaches occurred within this jurisdiction.

25. Venue of this action is proper in this Court pursuant to 28 U.S.C. § 1391, as the causes of action alleged herein arose in Morris County, New Jersey.

FACTUAL ALLEGATIONS APPLICABLE TO ALL COUNTS

PLAINTIFFS' INVESTMENTS

26. In 2003, Plaintiffs were jointly solicited by Mr. Schamens and Mr. Wiegand to invest in an investment vehicle identified as the INVICTUS CAPITAL GROWTH AND INCOME FUND LLP ("The Fund"). The solicitation took place in-person at the Chatham, New Jersey home of the Van Leers; and all Plaintiffs were present to receive Mr. Schamens and Mr. Wiegand's sales pitch for The Fund.

27. According to the offering papers presented to Plaintiffs at that time, The Fund was managed by INVICTUS ASSET MANAGEMENT and was "*formed as an investment vehicle*" that "*seeks to provide an economic return of investors through capital appreciation of securities in the Fund's portfolio and through income from such securities.*"

28. To induce Plaintiffs to invest in The Fund, Mr. Schamens and Mr. Wiegand -- with INVICTUS ASSET MANAGEMENT's knowledge and authorization, and on behalf of INVICTUS ASSET MANAGEMENT -- made to Plaintiffs numerous oral and written material factual representations, including:

- (a) Plaintiffs' investment capital would be invested in a hedge fund;
- (b) Plaintiffs' investment(s) bore virtually no risk for VAN LEER;
- (c) No service fees would be charged to Plaintiffs in connection with their investment(s);
- (d) Plaintiffs' investment(s) would be transferred directly to Merrill Lynch within a 24-hour period; and
- (e) Plaintiffs' investment(s) would generate a minimum rate of return of 8-10%.

29. Mr. Schamens and Mr. Wiegand specifically told Plaintiffs that Mr. Schamens was an investment advisor with an excellent track record of success. At no time during their interactions did Mr. Schamens reveal that he was in any way prohibited by government regulators from providing investment advice or acting as an INVICTUS ASSET MANAGEMENT representative.

30. As a further means of inducing Plaintiffs investment in The Fund, the Van Leers were presented at that time with a written Subscription Agreement, along with several other documents incorporated therein, that made additional factual representations about, *inter alia*: (a) the nature of the investments and the investment objectives, (b) INVICTUS ASSET MANAGEMENT's and its representatives' special skill as investment advisors and fiduciaries to investors, and (c) investors' ready access to books and records relating to their investments. Upon information and belief, the documentation was prepared on INVICTUS ASSET MANAGEMENT's behalf by Mr. Schamens and Mr. Wiegand.

31. In reasonable reliance on the oral and written representations made to Plaintiffs on INVICTUS ASSET MANAGEMENT's/The Fund's behalf, the Van Leers made a March 2003 investment in The Fund in the principal amount of Fifty Thousand Dollars (\$50,000.00).

32. Over time, Plaintiffs -- in further reliance on the oral and written representations made on INVICTUS ASSET MANAGEMENT's/The Fund's behalf -- followed their initial \$50,000.00 investment by making additional investments in The Fund, *to wit*:

INVESTOR(S)	DATE OF INVESTMENT	AMOUNT INVESTED
The Van Leers	March 4, 2003	\$50,000.00
	June 9, 2004	\$500,000.00
	TOTAL	\$550,000.00
Mr. Van Leer	June 14, 2006	\$50,758.33
	April 5, 2007	\$125,000.00
	January 15, 2008	\$479,708.40
	TOTAL	\$655,466.73
Mrs. Blanken	June 30, 2004	\$485,975.00
	TOTAL	\$485,975.00

33. To solicit the investments from Plaintiffs subsequent to the Van Leers' initial \$50,000.00 investment in The Fund, Mr. Schamens and Mr. Wiegand -- with INVICTUS ASSET MANAGEMENT's knowledge and authorization, and on behalf of INVICTUS ASSET MANAGEMENT -- made to Plaintiffs additional factual representations, both orally and in writing, identical to those noted above.

34. In addition to the foregoing, Mr. Schamens and Mr. Wiegand -- with INVICTUS ASSET MANAGEMENT's knowledge and authorization, and on behalf of INVICTUS ASSET MANAGEMENT -- solicited from The Blanken Trust additional funds for an investment product

promoted as INVICTUS INCOME FUND, LLP that adhered to all of the same factual representations as The Fund, *to wit*:

INVESTOR(S)	DATE OF INVESTMENT	AMOUNT INVESTED
The Blanken Trust	June 30, 2004	\$300,000.00
	TOTAL	\$300,000.00

35. In reasonable reliance on the representations that had been made to them by Mr. Schamens and Mr. Wiegand on INVICTUS ASSET MANAGEMENT's behalf with regard to The Fund and INVICTUS INCOME FUND, LLP (collectively "The Funds"), Plaintiffs invested with Defendants a total principal sum of **One Million Nine Hundred Ninety One Thousand Four Hundred Forty Four Dollars and Seventy Three Cents (\$1,991,441.73)**.

**Invictus Asset Management's Representations
About The Funds Themselves Were False**

36. At the time the above-listed representations were made to Plaintiffs, INVICTUS ASSET MANAGEMENT knew or should have known the oral and written representations were false, yet INVICTUS ASSET MANAGEMENT -- by and through Messrs. Schamens and Wiegand - - made them anyway to induce Plaintiffs to invest their money in The Funds.

37. Upon information and belief, the above-cited oral and written representations about the nature of The Funds, the investment objective to be achieved by investing in The Funds, and the very nature of INVICTUS ASSET MANAGEMENT's businesses were false.

38. Upon further information and belief, INVICTUS ASSET MANAGEMENT and its principals used Plaintiffs' capital to cover their own personal and corporate expenses.

39. Contrary to the above-cited oral and written representations about the lack of any compensation to be paid to the Manager of The Funds, INVICTUS ASSET MANAGEMENT and Mr. Schamens were compensated well above-and-beyond mere "ancillary expenses" incurred in the

course of managing The Funds. Upon information and belief, Plaintiffs' investment capital was used by Mr. Schamens to enrich himself and finance companies Mr. Schamens and Mr. Wiegand owned or controlled, such as TRADEDESK, TradeStream Global, and TRADESTREAM ANALYTICS.

40. Contrary to the above-cited oral and written representations about INVICTUS ASSET MANAGEMENT's fiduciary duty to Plaintiffs, INVICTUS ASSET MANAGEMENT and its principals did not exercise good faith and integrity in handling the affairs of the INVICTUS ASSET MANAGEMENT family of companies or disclose the investments in INVICTUS ASSET MANAGEMENT's own companies.

41. Contrary to the above-cited oral and written representations about Plaintiff's ready access to corporate books and records relating to Plaintiffs' investments, INVICTUS ASSET MANAGEMENT and its principals have repeatedly denied Plaintiffs access to such books and records and, despite repeated written demands, have refused to furnish Plaintiffs the relevant documentation necessary for Plaintiffs to truly analyze all of the misconduct perpetrated by the defendants herein.

Mr. Schamens Barred by SEC

42. Perhaps most alarmingly, Plaintiffs learned that Mr. Schamens was actually permanently barred by the U.S. Securities and Exchange Commission ("SEC") from engaging in the very conduct in which he had engaged to lure Plaintiffs to invest their funds with INVICTUS ASSET MANAGEMENT.

43. In 1992, Mr. Schamens was barred by the SEC from associating with any broker, dealer, municipal securities dealer, investment advisor, or investment company. The terms of the SEC's bar order against Mr. Schamens, to which Mr. Schamens consented, provides the punishment under Sections 15(b) and 19(h) of the Securities Exchange Act of 1934 for Mr. Schamens' work as the President and general securities and financial and operations principal of Carolina First Securities

Group, Inc., a registered broker-dealer formerly operating in Winston-Salem, North Carolina. *See, SEC v. Carolina First Securities Group, Inc., et al.*, Civil Action No. 6:91cv00486 (M.D. N.C.) (Rel. 34-30691) (Dated: May 12, 1992). Attached hereto as **Exhibit “A”** is a true and correct copy of an SEC report of the sanction.

44. According to the SEC’s Complaint in that matter, Mr. Schamens: (a) made misrepresentations and omissions of material fact in connection with the offer, purchase, and sale of securities, (b) misappropriated and converted customer funds, and (c) created false brokerage statements.

45. As a result of his bar by the SEC, Mr. Schamens was and remains subject to statutory disqualification, as that term is defined in Section 3(a)(39) of the Securities Exchange Act of 1934, and Article III, Section 4 of FINRA’s By-Laws.

TradeStream Analytics, Ltd. is Formed

46. In or about 2007, INVICTUS HOLDINGS LLP merged certain interests it held in Tradestream Global software with parallel interests held by TRADEDESK FINANCIAL GROUP, INC. to form a newly renamed software company: TRADESTREAM ANALYTICS, LTD. As noted above, Mr. Schamens works at, and controls, TRADESTREAM ANALYTICS, LTD.

47. Upon information and belief, Plaintiffs’ investments in The Funds served as a major component of the assets involved in the merger and, for all intents and purposes, served as the catalyst that allowed the merger to be completed.

48. Stated differently, Mr. Schamens used Plaintiffs’ assets as a springboard to allow him to profit through the creation of one of his corporate alter egos, TRADESTREAM ANALYTICS, LTD., despite the fact that utilizing Plaintiffs’ invested funds in that manner violated the stated objectives of The Funds.

Mr. and Mrs. Schamens Secure Their Mortgage By Using Plaintiffs' Investment Funds

49. Similarly, Mr. Schamens and Mrs. Schamens are believed to have profited by utilizing Plaintiffs' invested funds to secure the mortgage on their residential real property in Advance, North Carolina.

50. In April 2009, a Deed of Trust and Security Agreement was recorded in the Public Records of Davie County, North Carolina reflecting a mortgage of Mr. and Mrs. Schamens' personal residence in the name of INVICTUS REAL ESTATE INVESTMENT LLP as both the Borrower and the Grantor.

51. Upon information and belief, the primary -- if not only -- asset held by INVICTUS REAL ESTATE INVESTMENT LLP is Mr. and Mrs. Schamens' residential real property in Advance, North Carolina.

52. Upon further information and belief, the money used to purchase Mr. and Mrs. Schamens' residential real property came, in large part, from Plaintiffs' investments in The Funds.

53. Once again, Mr. Schamens and Mrs. Schamens -- through one of their corporate shells, and with the full knowledge and consent of INVICTUS ASSET MANAGEMENT -- used Plaintiffs' assets as a springboard to allow them to profit despite the fact that utilizing Plaintiffs' invested funds in that manner violated the stated objectives of The Fund.

Plaintiffs' Requests for Documents, Information, and Redemption Are Ignored

54. During the tenure of their investments with INVICTUS ASSET MANAGEMENT, Plaintiffs periodically demanded from INVICTUS ASSET MANAGEMENT certain documents and information relating to Plaintiffs' investments.

55. In response to Plaintiffs' demands, INVICTUS ASSET MANAGEMENT -- by and through Mr. Schamens, Mr. Wiegand, and their counsel -- typically provided Plaintiffs nothing of substance and instead supplied Plaintiffs extensive equivocation, excuses, and delays.

56. In time, Plaintiffs grew tired of Defendants' evasiveness and demanded direct responses and action -- including several demands that Plaintiffs be able to redeem their investments in The Funds.

57. Although the private placement memoranda for The Funds provided that Plaintiffs, as limited partners in The Funds, are entitled to redeem all of the units in their accounts upon demand, Plaintiffs' demands in that regard were rebuffed by INVICTUS ASSET MANAGEMENT; as were Plaintiffs demands for distribution payments that were promised to them by INVICTUS ASSET MANAGEMENT.

58. Plaintiffs' demands were repeated on multiple occasions, but each demand proved to be as fruitless as the one prior to it.

59. For example, Plaintiffs retained the international law firm K&L Gates LLP to represent their interests and get Defendants to fulfill their obligations and responsibilities to Plaintiffs; but in March 2013, Defendants -- by and through their New York-based counsel, Saul H. Finkelstein, Esq. -- heaped further delay onto Plaintiffs' and deflected their requests by supplying Plaintiffs misleading information about the state of The Funds and Defendants' actions as they related to The Funds.

Mr. Wiegand Sanctioned by FINRA

60. As noted above, Mr. Schamens has been the subject of an SEC bar since 1992 that prevents him from engaging in the course of conduct in which he in fact engaged to lure Plaintiffs to invest in The Funds.

61. While Defendants were rebuffing Plaintiffs' repeated inquiries about their concerns surrounding The Funds, were refusing Plaintiffs the remedies they requested, and insisted that no improprieties justified Plaintiffs' concerns; Mr. Wiegand was sanctioned by FINRA for knowingly permitting and assisting Mr. Schamens in violating Mr. Schamens' SEC bar.

62. The terms of the FINRA sanctions order, to which Mr. Wiegand consented in 2013, provides the following:

*In 1992, David W. Schamens, in connection with In the Matter of David W. Schamens, Exchange Act Rel. No. 30691 (May 12, 1992), was barred by the [SEC] from association with any broker, dealer, municipal securities dealer, investment adviser, or investment company. * * **

For several years from 2002 or 2003 until at least July 2010, Wiegand and Schamens worked together on investment funds that Wiegand established. Most of their business ventures fell under the umbrella name "Invictus." Schamens' wife, [Piliana Schamens], was purportedly co-owner of certain Wiegand-related entities, including Invictus Holdings. Invictus Holdings was the owner of an entity called TradeDesk Financial Group ("TDFG").

At some point prior to 2008, TDFG acquired a direct market access trading program that became known as Tradestream Analytics ("Tradestream"). Schamens worked at and/or controlled the work of Tradestream.

* * *

Wiegand knew, well before 2008, that Schamens had been barred by the [SEC] from association with a broker-dealer.

* * *

From its inception in September 2008 until July 16, 2010, Wiegand was the President, Director and partial owner of [TradeDesk Financial Corporation] "TDFC"), a broker-dealer and FINRA member firm.

[Piliana Schamens] was the corporate Secretary and Director of the firm. Additionally, she functioned as a bookkeeper and performed other administrative functions for TDFC. She maintained the firm's financial books and records at the home she shared with her husband, Schamens, in North Carolina.

Schamens performed numerous substantive tasks to assist in operating TDFC, all of which caused him to be an "associated person" of the firm. These tasks included, inter alia, assisting in bookkeeping for the firm, advising TDFC personnel concerning FINRA inquiries, acting as a contact person for TDFC's clearing firm, causing commissions to be paid to DB, a registered representative, and reviewing FOCUS filings.

Additionally, according to Wiegand, the firm's official telephone number, as recorded on its Form BD, correspondence with FINRA and other documents, was Schamens' telephone number.

Schamens also had a key to TDFC's office in New York and a desk at that location.

* * *

Wiegand knew that Schamens was barred from association with TDFC and knew that Schamens was performing these substantive tasks but, nevertheless,

permitted Schamens, a statutorily disqualified person, to perform work for and associate with TDFC.

By reason of the foregoing, Wiegand contravened Article III, Section 3 of FINRA's By-Laws and violated FINRA Rule 2010.

See, NASD v. Phillips Wiegand, Jr., Disciplinary Proceeding No. 20090164525-02 (Dated: March 13, 2013). Attached hereto as **Exhibit "B"** is a true and correct copy of the FINRA Order.

63. At the time of their investments, Plaintiffs were completely unaware of Mr. Schamens' bar by the SEC after he was charged with having made misrepresentations and omissions of material fact in connection with the offer, purchase, and sale of securities, misappropriated and converted customer funds, and created false brokerage statements.

64. Likewise, Plaintiffs were unaware that Mr. Wiegand and the INVICTUS ASSET MANAGEMENT family of companies were aware of Mr. Schamens' SEC bar and that they assisted Mr. Schamens in violating the bar.

65. Had Plaintiffs been made aware, prior to their investments with INVICTUS ASSET MANAGEMENT, that the SEC barred Mr. Schamens from acting in the manner in which he did, Plaintiffs would not have trusted Mr. Schamens' representations and would not have invested any money with INVICTUS ASSET MANAGEMENT.

66. Upon information and belief, Plaintiffs are not the only victim of that egregious omission of material fact. Defendants are believed to be continuing to solicit investors both domestically and abroad without revealing to them the facts related to Mr. Schamens' SEC bar and Mr. Wiegand's FINRA suspension.

67. Moreover, Mr. Wiegand and Mr. Schamens have repeatedly given inconsistent statements to Plaintiffs about Mr. Schamens' relationship with the INVICTUS/TRADEDESK family of companies. Defendants' repeatedly shifting positions on whether Mr. Schamens is, or is not, associated with the INVICTUS/TRADEDESK companies only further evidences the disingenuous

nature of INVICTUS ASSET MANAGEMENT's business dealings and the continuing threat INVICTUS ASSET MANAGEMENT poses to Plaintiffs and other unwitting clients of INVICTUS/TRADEDESK.

THE SETTLEMENT AGREEMENT AND DEFENDANTS' BREACHES THEREOF

68. After learning of Mr. Schamens' SEC bar and Mr. Wiegand's FINRA sanction, Plaintiffs demanded a return of all of their funds then-held by TRADEDESK, as well as all proceeds derived therefrom. Plaintiffs' request was resolutely denied.

69. On March 11, 2015, Plaintiffs filed their Complaint in this matter.

70. On or about November 2, 2015, in an effort to resolve the claims between them, the parties negotiated and executed a Confidential Settlement Agreement and General Release (the "Settlement Agreement"), a true and correct copy of which is attached hereto as **Exhibit "C"** (the "November 2015 Settlement Agreement").

71. Along with Plaintiffs, the following entities/individuals entered into the Settlement Agreement as signatories and as joint and several obligors on the obligations set forth in the Agreement:

THE INVICTUS PARTIES

- **Invictus Asset Management LLC**, a North Carolina limited liability company;
- **Invictus Capital Growth and Income Fund LLP**, a North Carolina limited partnership;
- **Invictus Holdings, LLP**, a North Carolina limited partnership;
- **Invictus Income Fund LLP**, a North Carolina limited partnership;
- **TradeDesk Capital, LLC**, a Delaware limited liability company;

THE SCHAMENS DEFENDANTS

- **Invictus Real Estate Investment, LLP**, a North Carolina limited partnership;
- **Tradedesk Financial Group, Inc.**, a Delaware corporation;

- **Tradestream Analytics, Ltd.**, a Delaware corporation;
- **David W. Schamens**, an individual; and
- **Piliana Schamens**, an individual.

72. Paragraph 6 of the Settlement Agreement (“Default”) provides the following:

Default: In the event that the Schamens Defendants default hereunder and fail to cure said default as set forth below, it is agreed that Plaintiffs shall be entitled to entry by any New Jersey court of competent jurisdiction of a final judgment in the form of a Confession of Judgment to be executed by the Schamens Defendants (excluding Piliana Schamens) in the principal amount of Eight Hundred Twenty Five Thousand Dollars (\$825,000.00), as well as prejudgment interest at the prevailing rate and an award of reasonable attorneys’ fees and costs relative to the enforcement of the terms of this Settlement Agreement, minus all amounts paid, against the Schamens Defendants (excluding Piliana Schamens), jointly and severally, consented to, confessed to, and not to be opposed by the Schamens Defendants (attached as Exhibit “A”). Without limitation, an event of default shall occur if the Schamens Defendants fail to timely make the payment of, or cause to make the payment of, the Total Settlement Amount to Plaintiffs as set forth in Paragraph 2 above; in which case Plaintiffs, through counsel, shall provide written notice (the “Written Notice”) of the default to the Schamens Defendants by facsimile and by electronic mail as indicated in Paragraph 8 below (both of which the Parties agree to be acceptable methods of properly giving notice under this Settlement Agreement). The Written Notice shall provide five (5) business days from the date of transmittal of such notice to cure the default. **Should the Schamens Defendants fail to cure the default within the period referenced above, then Plaintiffs -- upon filing for relief from the Court -- shall be entitled to the entry of a final judgment/award against the Schamens Defendants (excluding Piliana Schamens), jointly and severally, in the principal amount of Eight Hundred Twenty Five Thousand Dollars (\$825,000.00), plus prejudgment interest at the prevailing rate and the reasonable fees and costs incurred in enforcing this Settlement Agreement, minus all amounts paid.** If the Schamens Defendants default under Section 2 of this Settlement Agreement, Plaintiffs shall retain, and shall not release, any and all rights and claims they have or had prior to execution of this Settlement Agreement except as otherwise provided herein. Upon payment in full of any default judgment amount, the release of rights and claims shall be reinstated, and a Satisfaction of Judgment shall promptly be filed.

(emphasis added).

73. Notwithstanding the clear obligations set forth in the November 2015 Settlement Agreement, the Schamens Defendants failed to make any payments to Plaintiff.

74. On December 1, 2015, Silver Law Group (co-counsel to Plaintiffs in this action) served upon the Schamens Defendants a written notice demanding that the Schamens Defendants cure their failure to pay and their default under the November 2015 Settlement Agreement. Attached hereto as **Exhibit “D”** is a true and correct copy of that default letter and demand for cure.

75. Despite having been provided due notice of default and a fair opportunity to cure, the Schamens Defendants -- as of the date of this filing -- have failed to cure their default under the November 2015 Settlement Agreement and remain in default today.

Plaintiffs Have Been Damaged

76. As a result of the foregoing misrepresentations, withheld material facts, contractual breaches, and Defendants’ refusal to adequately or properly respond to Plaintiffs’ many demands for documents, information, and redemption/distribution payments; Plaintiffs have been damaged in an amount that will be proven at trial.

77. Plaintiffs have duly performed all of their duties and obligations, and any conditions precedent to Plaintiffs bringing this action have occurred, have been performed, or else have been excused or waived.

78. To enforce their rights, Plaintiffs have retained undersigned counsel and are obligated to pay counsel a reasonable fee for its services, for which Defendants are liable as a result of their bad faith, pursuant to the terms of the investment documentation and Section 6 of the November 2015 Settlement Agreement, and otherwise.

COUNT I – BREACH OF CONTRACT (November 2015 Settlement Agreement)
**[ALL PLAINTIFFS AGAINST INVICTUS REAL ESTATE INVESTMENT, LLP; TRADEDESK FINANCIAL GROUP, INC.;
TRADESTREAM ANALYTICS, LTD.; DAVID W. SCHAMENS; AND PILIANA SCHAMENS]**

79. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

80. The November 2015 Settlement Agreement constitutes a contract between Plaintiffs and the Schamens Defendants.

81. The Schamens Defendants have breached the express terms of the November 2015 Settlement Agreement by failing to make the necessary payments thereunder and, despite repeated demand, have failed to cure their breach.

82. As a direct and proximate result of the Schamens Defendants' breach of the November 2015 Settlement Agreement, Plaintiffs have been damaged.

83. Pursuant to Section 6 of the November 2015 Settlement Agreement, the Schamens Defendants' default under the Agreement, and failure to cure their default, entitles Plaintiffs to entry of a Final Judgment/award against the Schamens Defendants (except for PILIANA SCHAMENS) in the total amount due and owing to Plaintiffs by the Schamens Defendants, plus the reasonable fees and costs incurred in enforcing the November 2015 Settlement Agreement.

COUNT II – BREACH OF CONTRACT (Subscription Agreement)
**[THEODORE VAN LEER AGAINST INVICTUS ASSET MANAGEMENT LLC AND
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP]**

84. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

85. The Subscription Agreement constitutes a contract between Mr. Van Leer and INVICTUS ASSET MANAGEMENT.

86. INVICTUS ASSET MANAGEMENT has breached the express terms of the Subscription Agreement by, *inter alia*:

- (a) failing to make all appropriate dissolution payments thereunder;
- (b) failing to invest Class A investors' funds in United States government Treasury bills and cash equivalent securities which have readily liquid markets;
- (c) failing to use technical and fundamental analyses or any proprietary methods derived from computer technology to monitor key factors in making investment decisions,
- (d) failing to employ a strategy of arbitrage and hedging to generate income for Mr. Van Leer; and
- (e) failing to utilize option writing, option collars, and arbitrage using other derivatives.

87. Despite repeated inquiry and demand from Mr. Van Leer, INVICTUS ASSET MANAGEMENT has steadfastly failed and refused to satisfy the terms of the Subscription Agreement.

88. As a direct and proximate result of INVICTUS ASSET MANAGEMENT's breach of the Subscription Agreement, Mr. Van Leer has been damaged.

COUNT III – BREACH OF CONTRACT (Subscription Agreement)
[CAROLINE VAN LEER AGAINST INVICTUS ASSET MANAGEMENT LLC AND
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP]

89. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

90. INVICTUS ASSET MANAGEMENT has breached the express terms of the Subscription Agreement by, *inter alia*:

- (a) failing to make all appropriate dissolution payments thereunder;
- (b) failing to invest Class A investors' funds in United States government Treasury bills and cash equivalent securities which have readily liquid markets;
- (c) failing to use technical and fundamental analyses or any proprietary methods derived from computer technology to monitor key factors in making investment decisions,

(d) failing to employ a strategy of arbitrage and hedging to generate income for Mrs. Van Leer; and

(e) failing to utilize option writing, option collars, and arbitrage using other derivatives.

91. Despite repeated inquiry and demand from Mrs. Van Leer, INVICTUS ASSET MANAGEMENT has steadfastly failed and refused to satisfy the terms of the Subscription Agreement.

92. As a direct and proximate result of INVICTUS ASSET MANAGEMENT's breach of the Subscription Agreement, Mrs. Van Leer has been damaged.

COUNT IV – BREACH OF CONTRACT (Subscription Agreement)

**[ANNE M. BLANKEN AGAINST INVICTUS ASSET MANAGEMENT LLC AND
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP]**

93. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

94. The Subscription Agreement constitutes a contract between Mrs. Blanken and INVICTUS ASSET MANAGEMENT.

95. INVICTUS ASSET MANAGEMENT has breached the express terms of the Subscription Agreement by, *inter alia*:

- (a) failing to make all appropriate dissolution payments thereunder;
- (b) failing to invest Class A investors' funds in United States government Treasury bills and cash equivalent securities which have readily liquid markets;
- (c) failing to use technical and fundamental analyses or any proprietary methods derived from computer technology to monitor key factors in making investment decisions,
- (d) failing to employ a strategy of arbitrage and hedging to generate income for BLANKEN; and
- (e) failing to utilize option writing, option collars, and arbitrage using other derivatives.

96. Despite repeated inquiry and demand from Mrs. Blanken, INVICTUS ASSET MANAGEMENT has steadfastly failed and refused to satisfy the terms of the Subscription Agreement.

97. As a direct and proximate result of INVICTUS ASSET MANAGEMENT's breach of the Subscription Agreement, Mrs. Blanken has been damaged.

COUNT V – BREACH OF CONTRACT (Subscription Agreement)

**[ANNE M. BLANKEN, AS TRUSTEE OF THE CREDIT SHELTER SHARE TRUST
AGAINST
INVICTUS ASSET MANAGEMENT LLC AND INVICTUS INCOME FUND LLP]**

98. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

99. The Subscription Agreement constitutes a contract between ANNE M. BLANKEN, as Trustee of the CREDIT SHELTER SHARE TRUST and INVICTUS ASSET MANAGEMENT.

100. INVICTUS ASSET MANAGEMENT has breached the express terms of the Subscription Agreement by, *inter alia*:

- (a) failing to make all appropriate dissolution payments thereunder;
- (b) failing to invest Class A investors' funds in United States government Treasury bills and cash equivalent securities which have readily liquid markets;
- (c) failing to use technical and fundamental analyses or any proprietary methods derived from computer technology to monitor key factors in making investment decisions,
- (d) failing to employ a strategy of arbitrage and hedging to generate income for The Blanken Trust; and
- (e) failing to utilize option writing, option collars, and arbitrage using other derivatives.

101. Despite repeated inquiry and demand from The Blanken Trust, INVICTUS ASSET MANAGEMENT has steadfastly failed and refused to satisfy the terms of the Subscription Agreement.

102. As a direct and proximate result of INVICTUS ASSET MANAGEMENT's breach of the Subscription Agreement, The Blanken Trust has been damaged.

COUNT VI – BREACH OF FIDUCIARY DUTY

[ALL PLAINTIFFS AGAINST
INVICTUS ASSET MANAGEMENT LLC; INVICTUS CAPITAL GROWTH AND INCOME FUND LLP;
AND INVICTUS INCOME FUND LLP]

103. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

104. Plaintiffs and INVICTUS ASSET MANAGEMENT shared a relationship whereby:

- (a) Plaintiffs reposed trust and confidence in INVICTUS ASSET MANAGEMENT, and
- (b) INVICTUS ASSET MANAGEMENT undertook such trust and assumed a duty to advise, counsel and/or protect Plaintiffs

with regard to Plaintiffs' investments in INVICTUS CAPITAL GROWTH AND INCOME FUND LLP and INVICTUS INCOME FUND LLP.

105. INVICTUS ASSET MANAGEMENT owed Plaintiffs a fiduciary duty to, among other things:

- (a) Recommend transactions in Plaintiffs' best interest;
- (b) Disclose to Plaintiffs all material information pertaining to Plaintiffs' investments in The Fund; and
- (c) Refrain from making false statements or creating misimpressions of material fact as they relate to Plaintiffs' investments in The Fund.

with regard to Plaintiffs' investments in INVICTUS CAPITAL GROWTH AND INCOME FUND LLP and INVICTUS INCOME FUND LLP.

106. INVICTUS ASSET MANAGEMENT breached its duty to Plaintiffs.

107. As a direct and proximate result of Plaintiffs' reliance on the statements made to it by INVICTUS ASSET MANAGEMENT, Plaintiffs have suffered damage.

COUNT VII – FRAUDULENT INDUCEMENT

[ALL PLAINTIFFS AGAINST
INVICTUS ASSET MANAGEMENT LLC; INVICTUS CAPITAL GROWTH AND INCOME FUND LLP;
AND INVICTUS INCOME FUND LLP]

108. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

109. INVICTUS ASSET MANAGEMENT, by acts of both omission and commission, made false statements to Plaintiffs concerning material facts about their investments in INVICTUS CAPITAL GROWTH AND INCOME FUND LLP and INVICTUS INCOME FUND LLP.

110. INVICTUS ASSET MANAGEMENT knew at the time the statements were made that the statements were false.

111. INVICTUS ASSET MANAGEMENT intended that Plaintiffs would be induced into action by relying upon the statements of fact made to them by INVICTUS ASSET MANAGEMENT.

112. In the course of investing their money through INVICTUS ASSET MANAGEMENT and entrusting INVICTUS ASSET MANAGEMENT to properly handle Plaintiffs' investments in INVICTUS CAPITAL GROWTH AND INCOME FUND LLP and INVICTUS INCOME FUND LLP, Plaintiffs reasonably and justifiably relied on the statements of fact made to them by INVICTUS ASSET MANAGEMENT.

113. As a direct and proximate result of Plaintiffs' reliance on the statements made to them by INVICTUS ASSET MANAGEMENT, Plaintiffs have suffered damage.

COUNT VIII – CONVERSION
[ALL PLAINTIFFS AGAINST ALL DEFENDANTS]

114. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

115. Plaintiffs transferred funds to INVICTUS ASSET MANAGEMENT for investment in an amount of nearly Two Million Dollars (\$2,000,000.00).

116. Upon request for liquidation of their investment account, Plaintiffs were entitled to the return of the money they invested (including all profits on that money, if any), as they were the owners of that money.

117. Defendants have kept Plaintiffs' money (including all profits) after Plaintiffs requested its return, despite Defendants' lack of any ownership interest in the money.

118. By refusing to return to Plaintiffs their money (including all profits to which Plaintiffs are entitled), Defendants intended to interfere with, and indeed have interfered with, Plaintiffs' ownership and interest in the money and have deprived Plaintiffs of their property, permanently or temporarily.

119. Upon information and belief, Defendants have utilized Plaintiffs' capital to, *inter alia*, cover INVICTUS ASSET MANAGEMENT's own business expenses, allow Mr. Schamens, Mrs. Schamens, and Mr. Wiegand to enrich themselves and companies they owned or controlled (including, but not limited to, TRADEDESK, TradeStream Global and TRADESTREAM ANALYTICS), and disburse portions of Plaintiffs' funds to Mr. and Mrs. Schamens' family members.

120. As a result of Defendants' conversion of Plaintiffs' money to their own corporate and personal use, Plaintiffs have suffered damage.

COUNT IX – VIOLATION OF CIVIL RICO ACT (18 U.S.C. § 1962(c))
[AGAINST DAVID W. SCHAMENS AND PILIANA SCHAMENS]

121. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

122. This cause of action asserts a claim against Mr. Schamens and Mrs. Schamens for violations of 18 U.S.C. § 1962(c) for conducting the affairs of an unlawful enterprise (the "Investment Fraud Enterprise") through the pattern of racketeering activity described herein.

123. Mr. Schamens and Mrs. Schamens were each: (a) persons, (b) employed by or associated with an enterprise -- the Investment Fraud Enterprise, (c) that engaged in or affected interstate commerce, (d) who operated or managed the Investment Fraud Enterprise, (e) through a pattern, (f) of racketeering, (g) which injured Plaintiffs' business or property in violation of 18 U.S.C. § 1962(c).

THE RICO DEFENDANTS ARE "PERSONS" WITHIN THE MEANING OF THE RICO ACT

124. At times material hereto, Mr. Schamens and Mrs. Schamens were each a "person" as that term is defined in 18 U.S.C. § 1961(3), and each had an active and material role in controlling, managing, or operating the Investment Fraud Enterprise. Moreover, while Mr. Schamens and Mrs. Schamens participated in the Investment Fraud Enterprise, they each had an existence separate and distinct from the enterprise.

125. At all times material hereto, Plaintiffs were also each a "person" as that term is defined in 18 U.S.C. § 1961(3).

**THE RICO DEFENDANTS ARE EMPLOYED BY OR ASSOCIATED WITH
AN ENTERPRISE -- THE INVESTMENT FRAUD ENTERPRISE -- WHICH
CONDUCTS LEGITIMATE AND ILLEGITIMATE BUSINESS**

126. Section 1961(4) of the RICO Act defines an "enterprise" as "any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity."

127. The Investment Fraud Enterprise is an "association-in-fact," within the meaning of 18 U.S.C. § 1961(4), and constitutes a group of "persons" associated together for the common purpose of employing the multiple deceptive, abusive, and fraudulent acts described herein.

128. The Investment Fraud Enterprise's purpose was to enrich Mr. Schamens and Mrs. Schamens through the enterprise's legitimate business activities as well as its fraudulent activities which were perpetrated upon Plaintiffs and other clients/victims.

129. Further, the Investment Fraud Enterprise is separate and distinct from the “pattern of racketeering activity” in which Mr. Schamens and Mrs. Schamens have engaged.

THE INVESTMENT FRAUD ENTERPRISE’S ACTIVITIES AFFECT INTERSTATE COMMERCE

130. The Investment Fraud Enterprise was an ongoing enterprise that engaged in, and whose activities affected, interstate commerce by, among other things, affecting taxes collected by several governmental taxing authorities in several states throughout the United States.

**THE RICO DEFENDANTS OPERATED AND/OR MANAGED
THE INVESTMENT FRAUD ENTERPRISE**

131. At times material hereto, Mr. Schamens and Mrs. Schamens were associated with, operated and/or controlled the Investment Fraud Enterprise; and Mr. Schamens and Mrs. Schamens participated in the operation and management of the affairs of the Investment Fraud Enterprise through a variety of actions. The roles played by Mr. Schamens and Mrs. Schamens are specifically set forth above, were necessary for the successful operation of their scheme, and are incorporated in this paragraph.

132. The Investment Fraud Enterprise has a pyramid-like management structure with Mr. Schamens normally sitting atop that pyramid; though at important junctures, Mrs. Schamens has taken the seat atop the pyramid and has taken the lead in the Enterprise’s affairs.

133. To implement Mr. Schamens and Mrs. Schamens’ directives, they acted through several shell companies as their fellow Investment Fraud Enterprise members to carry out the Investment Fraud Scheme.

134. The illegitimate Investment Fraud Scheme provided the Investment Fraud Enterprise with access to hundreds of thousands of dollars for a variety of legitimate and illegitimate purposes.

135. To the extent certain members of the Investment Fraud Enterprise were not “upper management” but were merely lower-rung participants in the enterprise acting at the direction of upper management, their participation was no less important to the success of the enterprise.

THE INVESTMENT FRAUD ENTERPRISE'S FRAUDULENT ACTIVITIES FORM A PATTERN

136. As set forth herein, Mr. Schamens and Mrs. Schamens, and others presently unknown, have engaged in a "pattern of racketeering activity," as defined in 18 U.S.C. § 1961(5), by committing or conspiring to commit at least two acts of racketeering activity, described above, within the past ten years.

137. Mr. Schamens and Mrs. Schamens, and others presently unknown, have engaged in a scheme to defraud consumers, including Plaintiffs and others, through fraudulent misrepresentations, knowing concealments, suppressions and omissions of material fact for the purpose of executing their scheme.

138. As previously discussed, the Investment Fraud Enterprise's fraudulent activities span the course of several years, beginning at least as early as 2003, and continuing unabated through the current year.

139. The Enterprise's activities had the same or similar purposes, results, participants, victims, or methods of commission, or otherwise are interrelated by distinguishing characteristics.

140. Mr. Schamens and Mrs. Schamens' racketeering activities amount to a common course of conduct intended to deceive and harm investors such as Plaintiffs.

THE RACKETEERING ACTIVITY ENGAGED IN BY THE INVESTMENT FRAUD ENTERPRISE

141. Plaintiffs were proximately damaged by the Investment Fraud Enterprise's pattern of racketeering activity directly connected with the Investment Fraud Scheme.

142. As set forth elsewhere herein, Mr. Schamens and Mrs. Schamens -- through their collection of shell corporations -- solicit and falsely induce investors, such as Plaintiffs, to invest in what Mr. Schamens and Mrs. Schamens present as opportunities to participate in, and become members of, investment funds.

143. In soliciting investors, though, Mr. Schamens and Mrs. Schamens withhold and fail to disclose that, *inter alia*:

- (a) Mr. Schamens is a permanently barred investment counselor who the SEC has deemed harmful to investors' interests;
- (b) The Funds do not operate in the manner represented to investors; and
- (c) The entities through which Mr. Schamens and Mrs. Schamens operate are a collection of dubious or non-existent business ventures from which Mr. Schamens and Mrs. Schamens pay themselves exorbitant salaries and compensation to cover lavish personal expenses.

144. The overarching purpose of the Investment Fraud Enterprise was for each of its members to profit from the funds invested by Plaintiffs and others. Upon information and belief, Mr. Schamens and Mrs. Schamens and others presently unknown themselves accomplished this goal by converting the funds supplied by Plaintiffs and misappropriating those funds for personal use as described above.

THE RICO ENTERPRISE'S LEGITIMATE ACTIVITIES

145. The Investment Fraud Enterprise appears to have conducted some legitimate business activities, using many of the same persons used in its illegal services. For example, TRADESTREAM ANALYTICS, LTD. is believed to conduct some legitimate business. However, the financing for many of its operations come from the Investment Fraud Enterprise's illegal activities.

THE INVESTMENT FRAUD PREDICATE ACTS

146. Section 1961(1) of RICO provides that "racketeering activity" is, among other things:

- (a) Any act indictable under any of the provisions of 18 U.S.C. § 1341 (mail fraud); and
- (b) Any act indictable under any of the provisions of 18 U.S.C. § 1343 (wire fraud);

147. As set forth below and throughout this Amended Complaint, Mr. Schamens and Mrs. Schamens, and others presently unknown, have engaged in the affairs of the Investment Fraud Enterprise through multiple acts which serve as the predicate for Plaintiffs' RICO claim.

Mail Fraud

148. Mr. Schamens and Mrs. Schamens and others presently unknown, in violation of 18 U.S.C. § 1341, placed in post offices or official depositories of the United States Postal Service matter and things to be delivered by Postal Service, caused matters and things to be delivered by commercial interstate carrier, and received matters and things from the Postal Service or commercial interstate carriers, including but not limited to: (a) a Subscription Agreement along with several other investment documents purporting to set forth the parameters and goals of the investment funds, (b) correspondence from Defendants in which false statements of fact were made and which permitted the Investment Fraud Scheme to persist and grow, and (c) a fraudulent liquidation schedule that purported to represent the manner and timing within which Plaintiffs would capture a return of the funds they invested.

149. Mr. Schamens and Mrs. Schamens' misrepresentations and acts were knowing and intentional and were made with the intent to create and manage the Investment Fraud Enterprise's scheme to defraud and manipulate Plaintiffs and misappropriate or manipulate the funds supplied by Plaintiffs that had been submitted for the purpose of investing in a purported investment fund.

150. Additionally, in violation of 18 U.S.C. § 1341, Mr. Schamens and Mrs. Schamens conducted exchanges, payments, and monetary transfers using the U.S. Mail concerning the receipt and distribution of the proceeds of Mr. Schamens and Mrs. Schamens' improper conversion of Plaintiffs' funds including, but not limited to, application of Plaintiffs' funds to secure a mortgage on Mr. Schamens and Mrs. Schamens' house in Advance, NC.

Wire Fraud

151. Mr. Schamens and Mrs. Schamens, and others presently unknown, in violation of 18 U.S.C. § 1343, transmitted and received by wire, internet connection, or other electronic media, matters and things relating to their deceptive campaign, including false investment solicitation materials prepared by Mr. Schamens or Mrs. Schamens, electronic mail messages, and funds from Plaintiffs that were supposed to be utilized as investment capital in purported investment funds.

152. Included among the false and misrepresentative documents sent or received via wire or electronic means, and those that helped foster the Investment Fraud Enterprise's deceptive campaign, are the following:

- A Power Point presentation purporting to set forth the parameters and goals of the investment funds;
- Electronic mail messages from Defendants in which false statements of fact were made;
- A secured web portal that provided Plaintiffs, and other investors, access to information from Defendants about the investors' investments in which false statements of fact were made.

153. Mr. Schamens and Mrs. Schamens' misrepresentations and acts were knowing, intentional, and were made with the intent to create and manage the Investment Fraud Enterprise's scheme to defraud and manipulate Plaintiffs by accepting funds intended for investment purposes and misappropriating or manipulating those funds.

154. Additionally, in violation of 18 U.S.C. § 1343, Mr. Schamens and Mrs. Schamens and others presently unknown conducted exchanges, payments, and monetary transfers using the wires concerning the receipt and distribution of the proceeds of Mr. Schamens and Mrs. Schamens' improper conversion of Plaintiffs' funds including, but not limited to, application of Plaintiffs' funds to secure a mortgage on Mr. Schamens and Mrs. Schamens' house in Advance, NC.

Reserved Predicate Acts

155. Plaintiffs incorporate by reference all predicate acts referenced elsewhere in this Amended Complaint or any exhibits or documents referenced or available as a matter of public record. Plaintiffs further reserve the right to supplement the list of predicate acts identified through discovery in this matter.

**THE INVESTMENT FRAUD ENTERPRISE'S PATTERN OF RACKETEERING ACTIVITY
INJURED PLAINTIFFS**

156. Plaintiffs' injuries were directly and proximately caused by Mr. Schamens and Mrs. Schamens' racketeering activity.

157. Plaintiffs have standing to sue Mr. Schamens and Mrs. Schamens under 18 U.S.C. § 1964(c) and to recover compensatory damages, treble damages, and the costs of this suit, including an award of reasonable attorneys' fees.

COUNT X – VIOLATION OF CIVIL RICO (18 U.S.C. § 1962(d))
[AGAINST DAVID W. SCHAMENS AND PILIANA SCHAMENS]

158. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

159. This cause of action asserts a claim against Mr. Schamens and Mrs. Schamens for violations of 18 U.S.C. § 1962(d) for conspiring to violate the other provisions of the RICO Act.

160. Mr. Schamens and Mrs. Schamens conspired with one another, as well as other individuals and entities, to perpetrate upon Plaintiffs unlawful acts which violated the RICO Act or to perpetrate a lawful act by unlawful means, *to wit*: they made multiple misrepresentations of fact to Plaintiffs in an effort to extract from Plaintiffs funds intended for investment in a purported investment fund and to hide from Plaintiffs the fact that Mr. Schamens was barred by the SEC from associating with INVICTUS ASSET MANAGEMENT in the manner described above; and they either committed or knowingly ignored the crimes and misdeeds of their fellow conspirators -- all of

which put Mr. Schamens and Mrs. Schamens' own pecuniary interest ahead of Plaintiffs' welfare and economic safety and all of which was aimed at enriching Mr. Schamens and Mrs. Schamens to Plaintiffs' detriment.

161. Moreover, Defendants have conspired with one another to withhold from Plaintiffs certain financial records to which Plaintiffs are entitled as members of The Funds.

162. Defendants have purposefully withheld that information from Plaintiffs to keep Plaintiffs from identifying the many specific ways in which Defendants have breached their obligations to Plaintiffs through both omission and commission and to keep Plaintiffs from identifying the individuals/entities to whom Defendants have distributed Plaintiffs' invested funds rather than returning to Plaintiffs those funds and the profits made thereon.

163. Mr. Schamens and Mrs. Schamens agreed both to the overall objective of the conspiracy and to commit at least two predicate acts in furtherance of the conspiracy.

164. In furtherance of their conspiracy, Defendants made to Plaintiffs, or agreed to have someone make on their behalf, the false statements of fact detailed above.

165. Defendants were each aware of, and consented to, the misrepresentations detailed above.

166. As described above, Mr. Schamens and Mrs. Schamens objectively manifested, through words or actions, their agreement to participate in the conduct of the affairs of the Investment Fraud Enterprise through a pattern of racketeering activity.

167. For example, the FINRA Order describes Mrs. Schamens' complicit behavior in violating the SEC bar, as she was a co-owner of INVICTUS HOLDINGS and was the corporate Secretary and Director of TradeDesk Financial Corporation, a long-time SEC and FINRA member of which Mr. Wiegand was the President and a Director.

168. Not only was Mrs. Schamens well aware of, and complicit in, her husband's violation of the SEC bar; she was responsible, as the corporate Secretary and Director of TradeDesk Financial Corporation, to maintain the firm's financial books and records -- documents which are among those that Defendants have collectively failed and refused to provide to Plaintiffs despite Plaintiffs' repeated demand.

169. In addition, Mr. and Mrs. Schamens are believed to have created INVICTUS REAL ESTATE INVESTMENT, LLP as a fictitious entity solely for the purpose of holding ownership to their residential real property in North Carolina -- a house that was purchased using, and/or whose mortgage obligations are being satisfied by, Plaintiffs' wrongfully taken and wrongfully withheld investment funds. Because INVICTUS REAL ESTATE INVESTMENT, LLP is being used for fraudulent and improper purposes and exists solely as an alter ego of Mr. and Mrs. Schamens -- who dominate and control the partnership to the extent that the partnership has no existence separate and apart from Mr. and Mrs. Schamens -- INVICTUS REAL ESTATE INVESTMENT, LLP serves as a key participant in the conspiracy to defraud Plaintiffs and the harm that has been caused to Plaintiffs.

170. Defendants' material misrepresentations and propagation of falsehoods, in an effort to conceal the conspiratorial relationship between the corporate defendants and Mr. and Mrs. Schamens, continue to this day.

171. As a direct and proximate result of Mr. Schamens and Mrs. Schamens' conspiracy, Plaintiffs have suffered damage.

COUNT XI – CIVIL CONSPIRACY
[ALL PLAINTIFFS AGAINST ALL DEFENDANTS]

172. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this Amended Complaint as though set forth fully herein.

173. Acting through Mr. Wiegand and Mrs. Schamens, Defendants have conspired with Mr. Schamens to perpetrate an unlawful act upon Plaintiffs or to perpetrate a lawful act by unlawful

means, *to wit*: they made multiple misrepresentations of fact to Plaintiffs in an effort to extract from Plaintiffs the investment funds noted above and to hide from Plaintiffs the fact that Mr. Schamens was barred by the SEC from associating with INVICTUS ASSET MANAGEMENT in the manner described above – all of which put Defendants’ own pecuniary interest ahead of Plaintiffs’ welfare and economic safety and all of which was aimed at enriching INVICTUS ASSET MANAGEMENT and Mr. Schamens to Plaintiffs’ detriment.

174. Moreover, Defendants have conspired with one another to withhold from Plaintiffs certain financial records to which Plaintiffs are entitled as members of The Funds.

175. Defendants have purposefully withheld that information from Plaintiffs to keep Plaintiffs from identifying the many specific ways in which Defendants have breached their obligations to Plaintiffs through both omission and commission and to keep Plaintiffs from identifying the individuals/entities to whom Defendants have distributed Plaintiffs’ invested funds rather than returning to Plaintiffs those funds and the profits made thereon.

176. In furtherance of their conspiracy, Defendants made to Plaintiffs, or agreed to have someone make on their behalf, the false statements of fact detailed above.

177. Defendants were each aware of, and consented to, the misrepresentations detailed above. The FINRA Order sanctioning Mr. Wiegand delineates Mr. Wiegand’s intentional, fully aware acts on behalf of INVICTUS ASSET MANAGEMENT and INVICTUS ASSET MANAGEMENT’s knowing conspiracy to work with Mr. Schamens in violating the SEC-bar and allowing Mr. Schamens to solicit Plaintiffs in the very manner that was barred by the SEC.

178. Likewise, the FINRA Order describes Mrs. Schamens’ complicit behavior in violating the SEC bar, as she was a co-owner of INVICTUS HOLDINGS and was the corporate Secretary and Director of TradeDesk Financial Corporation, a long-time SEC and FINRA member of which Mr. Wiegand was the President and a Director.

179. Not only was Mrs. Schamens well aware of, and complicit in, her husband's violation of the SEC bar; she was responsible, as the corporate Secretary and Director of TradeDesk Financial Corporation, to maintain the firm's financial books and records -- documents which are among those that Defendants have collectively failed and refused to provide to Plaintiffs despite Plaintiffs' repeated demand.

180. In addition, Mr. and Mrs. Schamens are believed to have created INVICTUS REAL ESTATE INVESTMENT, LLP as a fictitious entity solely for the purpose of holding ownership to their residential real property in North Carolina -- a house that was purchased using, and/or whose mortgage obligations are being satisfied by, Plaintiffs' wrongfully taken and wrongfully withheld investment funds. Because INVICTUS REAL ESTATE INVESTMENT, LLP is being used for fraudulent and improper purposes and exists solely as an alter ego of Mr. and Mrs. Schamens -- who dominate and control the partnership to the extent that the partnership has no existence separate and apart from Mr. and Mrs. Schamens -- INVICTUS REAL ESTATE INVESTMENT, LLP serves as a key participant in the conspiracy to defraud Plaintiffs and the harm that has been caused to Plaintiffs.

181. Defendants' material misrepresentations and propagation of falsehoods, in an effort to conceal the conspiratorial relationship between the corporate defendants (as well as Mr. Wiegand) and Mr. and Mrs. Schamens, continue to this day.

182. As a direct and proximate result of Defendants' conspiracy, Plaintiffs have suffered damage.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, THEODORE VAN LEER, an individual; CAROLINE VAN LEER, an individual; ANNE M. BLANKEN, an individual; and ANNE M. BLANKEN, as Trustee of the CREDIT SHELTER SHARE TRUST, pray for a judgment against Defendants, INVICTUS ASSET MANAGEMENT LLC, a North Carolina limited liability company (hereinafter "INVICTUS

ASSET MANAGEMENT”); INVICTUS CAPITAL GROWTH AND INCOME FUND LLP, a North Carolina limited liability partnership; INVICTUS HOLDINGS, LLP, a North Carolina limited liability partnership; TRADEDESK CAPITAL LLC, a Delaware limited liability company; TRADEDESK FINANCIAL GROUP, INC., a Delaware corporation; TRADESTREAM ANALYTICS, LTD., a Delaware corporation; INVICTUS INCOME FUND, LLP, a North Carolina limited liability partnership; DAVID W. SCHAMENS, an individual; PILIANA SCHAMENS, an individual; and INVICTUS REAL ESTATE INVESTMENT, LLP, a North Carolina limited liability partnership, jointly and severally, as follows:

1. For compensatory damages sustained by Plaintiffs;
2. For compensatory damages and/or restitution or refund of all funds acquired by Defendants from Plaintiffs as a result of Defendants’ unlawful, unfair, fraudulent, deceptive and unconscionable practices described herein;
3. For punitive and all other damages available to Plaintiffs;
4. For payment of costs of suit herein incurred;
5. For both pre-and post-judgment interest on any amounts awarded;
6. For payment of reasonable attorneys’ fees and expert fees;
7. For injunctive relief; and
8. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims so triable.

RESERVATION OF RIGHTS

Plaintiffs reserve their right to further amend this Amended Complaint, upon completion of their investigation and discovery, to assert any additional claims for relief against Defendants or other parties as may be warranted under the circumstances and as allowed by law.

Respectfully submitted,

THE BRAUNSTEIN LAW FIRM, PLLC

By: /s/ Michael L. Braunstein

Michael L. Braunstein, Esq.
3 Eberling Drive
New City, New York 10956
Telephone: (845) 642-5062

- and -

SILVER LAW GROUP

Adolfo J. Anzola, Esq.
11780 W. Sample Road
Coral Springs, Florida 33065
Telephone: (954) 755-4799

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was electronically filed with the Clerk of Court on this 2nd day of February 2016 by using the CM/ECF system which will send a notice of electronic filing to the following CM/ECF participant(s): **DENNIS F. GLEASON, ESQ.**, Jardim, Meisner & Susser, P.C., *Counsel for Defendants, Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd., David W. Schamens, and Piliana Schamens*, 30B Vreeland Road - Suite 201, Florham Park, New Jersey 07932; and **GLENN R. REISER, ESQ.**, LoFaro & Reiser, LLP, *Counsel for Defendant, Phillips Wiegand Jr.*, 20 Court Street, Hackensack, New Jersey 07601.

/s/ Michael L. Braunstein

MICHAEL L. BRAUNSTEIN

sec news digest

Issue 92-97

May 19, 1992

NOTICE OF COMMISSION MEETINGS

CHANGES IN THE MEETING: LOCATION CHANGED AND ITEM TO BE RESCHEDULED

The location of the open meeting scheduled for Thursday, May 21, at 2:30 p.m., has been changed. The meeting was previously scheduled to be held in the Commission Meeting Room, Room 1C30. The new location is Room 6143. Persons planning to attend must report to the receptionist in the lobby of the headquarters building.

The item concerning whether to adopt amendments to Rule 52 and whether to issue for comment further proposed amendments to the same Rule and Rule 45(b)(4) under the Public Utility Holding Act of 1935 will be rescheduled.

COMMISSION ANNOUNCEMENTS

HOWARD KRAMER NAMED SENIOR SPECIAL COUNSEL AND MARKET STUDY COORDINATOR

The Division of Market Regulation has named Howard Kramer as Senior Special Counsel and Market Study Coordinator. In this role Mr. Kramer will be responsible for directing the Division's Market 2000 Study. The Market 2000 Study is a comprehensive examination of the U.S. equity market structure and the regulatory environment in which the market operates. Previously, Mr. Kramer was the Assistant Director for Exchanges and Options in the Division of Market Regulation and before that he was Chief of the Options Branch in Market Regulation. He holds a J.D., M.A. and B.A. from the University of Michigan.

ADMINISTRATIVE PROCEEDINGS

REGISTRATION OF CAROLINA FIRST SECURITIES GROUP, INC. REVOKED

The Commission instituted public proceedings under Sections 15(b) and 19(h) of the Securities Exchange Act of 1934 against Carolina First Securities Group, Inc., (Carolina First), a registered broker-dealer formerly operating in Winston-Salem, North Carolina. The Commission simultaneously accepted Carolina First's Offer of Settlement in which it consented to the entry of an order revoking its registration

EXHIBIT "A"

as a broker-dealer. Carolina First did not admit or deny the Commission's findings, except for the finding that on October 8, 1991 it was permanently enjoined, without admitting or denying the allegations of the Commission's complaint, from future violations of the antifraud provisions of the federal securities laws, and the Commission's net capital, customer protection and book and recordkeeping rules (SEC v. Carolina First Securities Group, Inc., et al., Civil Action No. 6:91CV00486, M.D. NC). (Rel. 34-30690)

DAVID SCHAMENS BARRED

The Commission instituted public proceedings under Sections 15(b) and 19(h) of the Securities Exchange Act of 1934 against David W. Schamens (Schamens), the president and general securities and financial and operations principal of Carolina First Securities Group, Inc., a registered broker-dealer formerly operating in Winston-Salem, North Carolina. The Commission simultaneously accepted Schamens's Offer of Settlement in which he consented to the entry of an order barring him from association with any broker or dealer, municipal securities dealer, investment adviser or investment company. Schamens did not admit or deny the Commission's findings except for the finding that on October 8, 1991 he was permanently enjoined, without admitting or denying the allegations of the Commission's complaint, from violating or aiding and abetting violations of the antifraud provisions of the federal securities laws, and the Commission's net capital, customer protection and book and recordkeeping rules (SEC v. Carolina First Securities Group, Inc. et al., Civil Action No. 6:91CV00486, M.D. NC). (Rel. 34-30691)

INVESTMENT COMPANY ACT RELEASES

COLONIAL/HANCOCK LIBERTY TRUST

A notice has been issued giving interested persons until June 9, 1992 to request a hearing on an application filed by Colonial/Hancock Liberty Trust for an order under Section 8(f) of the Investment Company Act declaring that applicant has ceased to be an investment company. (Rel. IC-18708 - May 15)

SANTA BARBARA FUND

A notice has been issued giving interested persons until June 10, 1992 to request a hearing on an application filed by the Santa Barbara Fund for an order under Section 8(f) of the Investment Company Act declaring that applicant has ceased to be an investment company. (Rel. IC-18709 - May 15)

CITIBANK, N.A.

A notice has been issued giving interested persons until June 9, 1992 to request a hearing on an application filed by Citibank, N.A. for an order under Section 6(c) of the Investment Company Act. The order would grant a conditional exemption from Section 17(f) that would amend the conditions of certain existing orders to modify the custody arrangements required by such orders. The order would also permit Citibank to maintain the securities of registered investment companies for which it serves as custodian with certain foreign subsidiaries of Citicorp, its bank holding company parent. (Rel. IC-18710 - May 15)

PAINWEBBER PATHFINDERS TRUST, ET AL.

A notice has been issued giving interested persons until June 9, 1992 to request a hearing on an application filed by the PaineWebber Pathfinders Trust (Trust) and certain series of the Trust (Trusts), Mitchell Hutchins Asset Management, Inc., (Mitchell Hutchins), PaineWebber Incorporated (PaineWebber), as sponsor of the Trusts, PaineWebber Investment Series, PaineWebber Olympus Fund, PaineWebber Atlas Fund, and any open-end management investment company (other than a money market fund) that may in the future be advised or have as a principal underwriter Mitchell Hutchins, PaineWebber, or any of their affiliates (Funds). Applicants request a conditional order under Section 6(c) for an exemption from Section 12(d)(1) to permit the Trusts to invest in portfolios consisting of zero-coupon obligations and shares of the Funds, and from Section 19(b) and Rule 19b-1 thereunder to permit the Trusts to distribute capital gains quarterly or with other periodic distributions of the Trust. The conditional order is also sought to exempt Applicants from Section 17(d) and Rule 17d-1 thereunder to approve certain affiliated transactions and Sections 11(a) and 11(c) to permit certain exchange transactions. (Rel. IC-18711 -May 15)

HOLDING COMPANY ACT RELEASES

MAINE YANKEE ATOMIC POWER COMPANY

An order has been issued concerning Maine Yankee Atomic Power Company (Maine Yankee), an indirect public-utility subsidiary company of Northeast Utilities and of New England Electric System, both registered holding companies. The order amends Maine Yankee's Articles of Incorporation (Articles) to increase the number of authorized shares of cumulative preferred stock (Preferred Stock) from 170,000 shares to 260,000 shares and to issue and sell up to 200,000 shares of a new series of the Preferred Stock through December 31, 1992. (Rel. 35-25536)

SELF-REGULATORY ORGANIZATIONS

APPROVAL OF PROPOSED RULE CHANGE

The Commission approved a proposed rule change submitted by the Boston Stock Exchange (SR-BSE-91-03) to amend certain BSE rules governing the administration of its arbitration forum. (Rel. 34-30702)

SECURITIES ACT REGISTRATIONS

The following registration statements have been filed with the SEC under the Securities Act of 1933. The reported information appears as follows: Form, Name, Address and Phone Number (if available) of the issuer of the security; Title and the number and/or face amount of the securities being offered; Name of the managing underwriter or depositor (if applicable); File number and date filed; Assigned Branch; and a designation if the statement is a New Issue.

REGISTRATIONS

- S-1 VIVRA INC, 517 WASHINGTON ST, SAN FRANCISCO, CA 94111 (415) 397-6151 - 149,382 (\$4,556,151) COMMON STOCK. (FILE 33-47658 - MAY. 11) (BR. 5)
- S-8 GOLD STANDARD INC, 712 KEARNS BLDG, SALT LAKE CITY, UT 84101 (801) 328-4452 - 850,000 (\$1,168,750) COMMON STOCK. (FILE 33-47659 - MAY. 11) (BR. 1)
- S-1 AMPEX INC, 65 EAST 55TH ST, NEW YORK, NY 10022 (212) 759-6301 - 3,450,000 (\$48,300,000) COMMON STOCK. UNDERWRITER: LEHMAN BROTHERS, PAINEWEBBER INC. (FILE 33-47660 - MAY. 11) (BR. 8 - NEW ISSUE)
- S-8 AMERICAN MANAGEMENT SYSTEMS INC, 1777 N KENT ST, ARLINGTON, VA 22209 (703) 841-6000 - 1,000,000 (\$23,500,000) COMMON STOCK. (FILE 33-47661 - MAY. 11) (BR. 9)
- S-8 HERCULES INC, 1313 N MARKET ST, HERCULES PLZ, WILMINGTON, DE 19894 (302) 594-5000 - 3,000,000 (\$160,875,000) COMMON STOCK. (FILE 33-47664 - MAY. 11) (BR. 1)
- S-1 ELECTRONIC INFORMATION SYSTEMS INC, 1351 WASHINGTON BOULEVAD, STAMFORD, CT 06902 (203) 351-4800 - 475,000 (\$4,275,000) COMMON STOCK. 1,508,750 (\$13,578,750) COMMON STOCK. UNDERWRITER: NEEDHAM & COMPANY INC, UNTERBERG HARRIS. (FILE 33-47665 - MAY. 11) (BR. 10 - NEW ISSUE)
- S-1 SOUTHWEST OIL & GAS 1992-93 INCOME PROGRAM, 407 N BIG SPRING STE 300, MIDLAND, TX 79701 (915) 686-9927 - 40,000 (\$20,000,000) LIMITED PARTNERSHIP CERTIFICATE. (FILE 33-47667 - MAY. 11) (BR. 3 - NEW ISSUE)
- S-1 SOUTHWEST ROYALTIES INSTITUTIONAL 1992-93 INCOME PROGRAM, 407 N BIG SPRING STE 300, MIDLAND, TX 79701 (915) 686-9927 - 40,000 (\$20,000,000) LIMITED PARTNERSHIP CERTIFICATE. (FILE 33-47668 - MAY. 11) (BR. 3 - NEW ISSUE)
- S-2 SECOND BANCORP INC, 108 MAIN AVE SW, WARREN, OH 44482 (216) 841-0123 - 718,750 (\$14,375,000) PREFERRED STOCK. UNDERWRITER: MCDONALD & COMPANY SECURITIES INC. (FILE 33-47669 - MAY. 11) (BR. 2)
- S-2 SPAN AMERICA MEDICAL SYSTEMS INC, P O BOX 5231, GREENVILLE, SC 29606 (803) 288-8877 - 250,000 (\$2,327,500) COMMON STOCK. 1,187,500 (\$11,055,625) COMMON STOCK. UNDERWRITER: ALLEN & CO INC. (FILE 33-47670 - MAY. 11) (BR. 8)
- S-1 PHYSICAL SCIENCES INC, 20 NEW ENGLAND BUSINESS CENTER, ANDOVER, MA 01810 (508) 689-0003 - 1,725,000 (\$12,937,500) COMMON STOCK. (FILE 33-47745 - MAY. 08) (BR. 8 - NEW ISSUE)
- S-1 MAYDAY USA INC, 1400 BROADFIELD STE 300, HOUSTON, TX 77084 - 1,320,000 (\$9,240,000) COMMON STOCK. (FILE 33-47756 - MAY. 08) (BR. 5 - NEW ISSUE)
- S-1 ALOHA AIRGROUP INC, P O BOX 30028, HONOLULU INTERNATIONAL AIRPORT, HONOLULU, HI 96820 (808) 836-4113 - 1,375,000 (\$20,625,000) COMMON STOCK. 4,950,000 (\$74,250,000) COMMON STOCK. UNDERWRITER: GOODMAN SACHS & CO. (FILE 33-47758 - MAY. 08) (BR. 3 - NEW ISSUE)
- S-1 TAPISTROM INTERNATIONAL INC, 735 BROAD ST STE 212, CHATTANOOGA, TN 37402 (615) 265-1920 - 2,300,000 (\$17,250,000) COMMON STOCK. 2,500,000 (\$260,000) WARRANTS, OPTIONS OR RIGHTS. 2,300,000 (\$20,700,000) COMMON STOCK. 200,000 (\$2,250,000) COMMON STOCK. 200,000 (\$2,250,000) COMMON STOCK. UNDERWRITER: JOSEPH TAL LYON & ROSS INC. (FILE 33-47759 - MAY. 08) (BR. 9 - NEW ISSUE)
- S-8 PACCAR INC, 777 106TH AVE NE, BELLEVUE, WA 98004 (206) 455-7400 - 1,042,167 (\$58,882,435.50) COMMON STOCK. (FILE 33-47763 - MAY. 08) (BR. 4)
- F-1 BONE HEALTH INC, 378 RONCESVALLES AVE, TORONTO ONTARIO M6R 2N7, A6 (416) 537-4372 - 18,322,500 (\$4,580,625) WARRANTS, OPTIONS OR RIGHTS. (FILE 33-47765 - MAY. 11) (BR. 4 - NEW ISSUE)

REGISTRATIONS CONTINUED

- S-3 TIMES MIRROR CO, TIMES MIRROR SQ, LOS ANGELES, CA 90053 (213) 237-3700 - 200,000,000 (\$200,000,000) STRAIGHT BONDS. (FILE 33-47766 - MAY. 11) (BR. 12)
- S-1 THQ INC, 5000 N PKWY CALABASAS STE 107, CALABASAS, CA 91302 (818) 591-1310 - 3,450,000 (\$19,406,250) COMMON STOCK. 1,960,000 (\$11,025,000) COMMON STOCK. UNDERWRITER: VOLPE WELTY & CO. (FILE 33-47767 - MAY. 11) (BR. 11)
- S-1 SPIEGEL CREDIT CORPORATION II, 400 WEST 9TH ST - STE 101C, WILMINGTON, DE 19801 (302) 429-6924 - 1,000,000 (\$1,000,000) EQUIPMENT TRUST CERTIFICATES. UNDERWRITER: DEUTSCHE BANK CAPITAL CORP, FIRST BOSTON CORP. (FILE 33-47768 - MAY. 11) (BR. 11 - NEW ISSUE)
- S-3 BERRY PETROLEUM CO, 1000 HOVEY HILLS RD., P O BIN X, TAFT, CA 93268 (805) 769-8811 - 382,629 (\$4,231,876.74) COMMON STOCK. (FILE 33-47769 - MAY. 08) (BR. 3)
- S-1 CABLE CAR BEVERAGE CORP, 1700 EAST 68TH AVENUE, DENVER, CO 80229 (303) 288-2212 - 1,331,500 (\$1,997,250) COMMON STOCK. 2,729,997 (\$3,931,196) COMMON STOCK. 2,783,000 (\$3,617,900) COMMON STOCK. 18,000 (\$27,000) WARRANTS, OPTIONS OR RIGHTS. 410,000 (\$250,500) WARRANTS, OPTIONS OR RIGHTS. UNDERWRITER: RAF FINANCIAL CORP. (FILE 33-47771 - MAY. 11) (BR. 11)
- S-4 OMEGA HEALTH SYSTEMS INC, 1932 EXETER RD, GERMANTOWN, TN 38138 (901) 757-0435 - 175,000 (\$1,841,000) COMMON STOCK. (FILE 33-47772 - MAY. 11) (BR. 6)
- S-1 IMAGE PREMASTERING SERVICES LTD, 1781 PRIOR AVENUE N, ST PAUL, MN 55113 (612) 644-7802 - 1,265,000 (\$10,120,000) COMMON STOCK. 1 (\$50) WARRANTS, OPTIONS OR RIGHTS. 110,000 (\$1,012,000) COMMON STOCK. UNDERWRITER: KINNARD JOHN G & CO INC. (FILE 33-47773 - MAY. 11) (BR. 12 - NEW ISSUE)
- S-8 CHIPPEWA RESOURCES CORP/CO, 555 17TH ST STE 3310, DENVER, CO 80202 (303) 298-7425 - 450,000 (\$675,000) COMMON STOCK. (FILE 33-47774 - MAY. 11) (BR. 11)
- S-3 HYDE ATHLETIC INDUSTRIES INC, 13 CENTENNIAL DR, CENTENNIAL INDUSTRIAL PK, PEABODY, MA 01961 (508) 532-9000 - 100,000 (\$637,500) COMMON STOCK. (FILE 33-47775 - MAY. 11) (BR. 5)
- S-8 PLASTI LINE INC /TN/, 623 E EMORY RD, PO BOX 59043, KNOXVILLE, TN 37950 (615) 938-1511 - 93,800 (\$304,850) COMMON STOCK. 256,200 (\$1,537,200) COMMON STOCK. (FILE 33-47776 - MAY. 11) (BR. 6)
- N-1A SHEARSON LEHMAN BROTHERS ADJUSTABLE RATE GOVERNMENT FUND, TWO WORLD TRADE CENTER, NEW YORK, NY 10048 (212) 464-8068 - INDEFINITE SHARES. (FILE 33-47782 - MAY. 08) (BR. 18 - NEW ISSUE)
- S-1 CAMPING WORLD INC, 650 THREE SPRINGS RD, BOWLING GREEN, KY 42104 (502) 781-2718 - 1,725,000 (\$25,875,000) COMMON STOCK. UNDERWRITER: BRADFORD J C & CO, MORGAN KEEGAN & CO INC. (FILE 33-47783 - MAY. 08) (BR. 2 - NEW ISSUE)
- S-1 MEDIQ PRN LIFE SUPPORT SERVICES INC, 2 COMMERCE DRIVE, MOORESTOWN, NJ 08057 (609) 778-8787 - 100,000,000 (\$100,000,000) STRAIGHT BONDS. (FILE 33-47787 - MAY. 08) (BR. 5 - NEW ISSUE)
- S-3 RYLAND MORTGAGE SECURITIES CORPORATION THREE, 11000 BROKEN LANE PKWY, COLUMBIA, MD 21044 (410) 715-7800 - 500,000,000 (\$500,000,000) MORTGAGE BONDS. (FILE 33-47788 - MAY. 08) (BR. 11 - NEW ISSUE)
- S-11 ALLIED CAPITAL COMMERCIAL CORPORATION, 1666 K ST N W STE 901, WASHINGTON, DC 20006 (202) 331-1112 - 2,000,000 (\$30,000,000) COMMON STOCK. UNDERWRITER: LEHMAN BROTHERS. (FILE 33-47791 - MAY. 08) (BR. 12 - NEW ISSUE)

REGISTRATIONS CONTINUED

S-8 UNITIL CORP, 216 EPPING RD, EXETER, NH 03833 (603) 772-0775 - 70,000 (\$2,371,600) COMMON STOCK. (FILE 33-47798 - MAY. 11) (BR. 7)

S-8 UNITIL CORP, 216 EPPING RD, EXETER, NH 03833 (603) 772-0775 - 50,000 (\$1,694,000) COMMON STOCK. (FILE 33-47799 - MAY. 11) (BR. 7)

S-8 TREDEGAR INDUSTRIES INC, 1100 BOULDERS PKWY, RICHMOND, VA 23225 (804) 330-1000 - 1,000,000 (\$16,812,500) COMMON STOCK. (FILE 33-47800 - MAY. 11) (BR. 5)

S-11 INTERVEST CORPORATION OF NEW YORK, 10 ROCKEFELLER PLZ STE 1015, NEW YORK, NY 10020 (212) 757-7300 - 7,500,000 (\$7,500,000) FLOATING RATE NOTES. (FILE 33-47801 - MAY. 11) (BR. 11)

S-1 SUNBEAM OSTER COMPANY INC /DE/, ONE CITIZENS PLAZA, PROVIDENCE, RI 02903 (401) 831-0050 - 23,000,000 (\$460,000,000) COMMON STOCK. (FILE 33-47802 - MAY. 11) (BR. 9)

S-8 RELIABILITY INC, 16400 PARK ROW, P O BOX 218370, HOUSTON, TX 77218 (713) 492-0550 (FILE 33-47803 - MAY. 11) (BR. 13)

S-8 GRACO INC, 4050 OLSON MEMORIAL HWY, GOLDEN VALLEY, MN 55422 (612) 623-6000 - 500,000 (\$12,531,250) COMMON STOCK. 22,500 (\$264,375) COMMON STOCK. (FILE 33-47829 - MAY. 08) (BR. 9)

N-1A SAFECO INSTITUTIONAL SERIES TRUST, SAFECO PLAZA, SEATTLE, WA 98185 (206) 545-5000 - INDEFINITE SHARES. UNDERWRITER: SAFECO SECURITIES INC. (FILE 33-47859 - MAY. 11) (BR. 16 - NEW ISSUE)

ACQUISITION OF SECURITIES

Companies and individuals must report to the Commission within ten days on Schedule 13D if after the acquisition of equity securities of a public company their beneficial interest therein exceeds five percent. Persons eligible to use the short form (Schedule 13G) may in lieu of filing a Schedule 13D file a Schedule 13G within 45 days after the end of the calendar year in which the person became subject to Section 13(d)(1). Companies and individuals making a tender offer must have on file at the time the tender offer commences a Schedule 14D-1.

Below is a list of recent filings of Schedules 13D and 14D, which includes the following information: Column 1 - the company purchased (top), and the name of the purchaser; Column 2 - the type of security purchased; Column 3 - the type of form filed; Column 4 - the date the transaction occurred; Column 5 - the current number of shares (in 000's) owned (top) and the current percent owned; Column 6 - the CUSIP number (top) and the percent owned; and Column 7 - the status of the filing, i.e., new, update or revision.

NAME AND CLASS OF STOCK/OWNER	FORM	EVENT DATE	SHRS(000)/ %OWNED	CUSIP/ PRIOR%	FILING STATUS
ALPINE GROUP INC	COM		771	02082510	
ELBAUM STEVEN S	13D	4/30/92	10.3	10.3	UPDATE

ACQUISITIONS CONT.

NAME AND CLASS OF STOCK/OWNER	FORM	EVENT DATE	SHRS(000)/ %OWNED	CUSIP/ PRIOR%	FILING STATUS
ATLANTA GOLD CORP TRAVELERS CORP ET AL	COM 13D	5/ 6/92	1,608 11.9	04799010 10.1	UPDATE
BELVEDERE CORP CHRISTIANIA GENL INS ET AL	COM 14D-1	5/14/92	3,253 54.8	08117810 0.0	NEW
CABLEVISION SYS CORP SANDLER ASSOC ET AL	COM 13D	5/13/92	1,183 5.3	12699210 4.7	UPDATE
CALIFORNIA ENERGY INC KIEWIT ENERGY CO ET AL	COM 13D	4/30/92	14,736 46.3	13019010 44.6	UPDATE
CELLULAR COMMUN INC PACTEL CORP	COM SER A 13D	5/12/92	1,138 36.4	15091710 34.5	UPDATE
CONCURRENT COMPUTER CORP NEW APOLLO INVTS FUND L P ET AL	COM NEW 13D	5/12/92	1,310 14.4	20671020 14.5	UPDATE
EMERALD HOMES L P RED RIVER RESOURCES LTD	DEPOSITARY RCPT 13D	5/ 5/92	1,225 23.4	29090410 0.0	NEW
FIELDCREST CANNON INC GAMCO INVESTORS INC ET AL	COM 13D	5/ 8/92	385 3.7	31654910 0.0	NEW
FIRST NATL PA CORP BEAR STEARNS & CO	COM 13D	5/ 7/92	169 6.8	33572510 0.0	NEW
GEO INTL CORP GAMCO INVESTORS INC ET AL	COM 13D	5/12/92	3,703 20.0	37291210 18.9	UPDATE
J P 2000 TTG HLDGS INC	COM 13D	5/ 8/92	25,516 71.0	47499810 0.0	NEW
LDDS COMMUNICATIONS INC BROWN BROS HARRIMAN & CO	CL A 13D	5/ 6/92	1,471 10.3	50199310 0.0	NEW
MIDWEST GRAIN PRODUCTS INC ROCKER DAVID A	COM 13D	4/30/92	328 5.0	59899210 4.2	UPDATE
SHOWBIZ PIZZA TIME INC HALLWOOD GRP INC	COM NEW 13D	5/ 5/92	2,709 21.5	82538830 21.5	UPDATE
TM CENTURY INC PAXSON LOWELL W	COM 13D	5/ 4/92	1,847 66.3	87299130 0.0	NEW
TECHNOLOGY 80 INC HAUGE TRYGVE A ET AL	COM 13D	5/11/92	307 21.2	87899010 0.0	NEW
TUNEX INTL INC SHANNON FRANK ET AL	COM PAR \$.001 13D	12/24/91	0 0.0	89973130 N/A	UPDATE
U S BANKNOTE CORP NEW SKOPBANK N Y	COM 13D	5/11/92	37 0.3	91162310 0.0	NEW
UNITEL VIDEO INC BANTA CORP ET AL	COM 13D	5/ 5/92	273 17.8	91325310 0.0	NEW

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
OFFICE OF HEARING OFFICERS**

DEPARTMENT OF ENFORCEMENT,

Complainant,

v.

PHILLIPS WIEGAND, JR.
(CRD No. 2645584)

Respondent.

DISCIPLINARY PROCEEDING
No. 20090164525-02

HEARING OFFICER: AHP

**ORDER ACCEPTING OFFER OF
SETTLEMENT**

Date: March 13, 2013

INTRODUCTION

Disciplinary Proceeding No. 20090164525-02 was filed on July 10, 2012, by the Department of Enforcement of the Financial Industry Regulatory Authority (FINRA) (Complainant). Respondent Phillips Wiegand, Jr. (Wiegand or Respondent) submitted an Offer of Settlement (Offer) to Complainant dated March 7, 2013. Pursuant to FINRA Rule 9270(e), the Complainant and the National Adjudicatory Council (NAC), a Review Subcommittee of the NAC, or the Office of Disciplinary Affairs (ODA) have accepted the uncontested Offer. Accordingly, this Order now is issued pursuant to FINRA Rule 9270(e)(3). The findings, conclusions and sanctions set forth in this Order are those stated in the Offer as accepted by the Complainant and approved by the NAC.

Under the terms of the Offer, Respondent has consented, without admitting or denying the allegations of the Complaint, and solely for the purposes of this proceeding and any other proceeding brought by or on behalf of FINRA, or to which FINRA is a party, to the entry of findings and violations consistent with the allegations of the Complaint, and to the imposition of

EXHIBIT "B"

the sanctions set forth below, and fully understands that this Order will become part of Respondent's permanent disciplinary record and may be considered in any future actions brought by FINRA.

BACKGROUND

Respondent was president and director of former FINRA member firm, Trade Desk Financial Corp. (TDFC) (BD No. 133707). He remained in that position until July 16, 2010, at which time TDFC filed a Uniform Termination Notice for Securities Industry Registration (Form U5) terminating his registration voluntarily. On that same date, the firm filed a Form BDW to request termination of the firm's registration with the Securities and Exchange Commission and of its FINRA membership. TDFC's FINRA membership was cancelled on August 19, 2010. Its SEC registration was terminated on October 17, 2010. Although Respondent was not registered or associated with a FINRA member, he remained subject to FINRA's jurisdiction for purposes of this proceeding, pursuant to Article V, Section 4 of FINRA's By-Laws, because (1) the Complaint was filed within two years after the effective date of termination of his registration with TDFC; and (2) the Complaint charged him with misconduct committed while he was registered or associated with a FINRA member.

FINDINGS AND CONCLUSIONS

It has been determined that the Offer be accepted and that findings be made as follows:

1. Wiegand first became registered with FINRA in 1998, through an association as a general securities representative ("GSR") with a former member firm. In 2009, while at another member firm, Wiegand obtained his equity trader ("ET") and options principal ("OP") licenses.

2. In total, Wiegand worked at five broker-dealers before August 2007, when he became associated Keenan Securities (“Keenan”), the predecessor of TDFC.
3. In January 2008, Wiegand became registered, for the first time, as a general securities principal (“GSP”).
4. At all times relevant to this complaint, Wiegand was president and director of TDFC. He remained in that position until July 16, 2010, at which time TDFC filed a Uniform Termination Notice for Securities Industry Registration (“Form U5”) terminating his registration voluntarily. On that same date, the firm filed a Form BDW to request termination of the firm’s registration with the Securities and Exchange Commission and of its FINRA membership. The firm’s FINRA membership was cancelled on August 19, 2010. Its SEC registration was terminated on October 17, 2010.
5. In 1992, David W. Schamens, in connection with *In the Matter of David W. Schamens*, Exchange Act Rel. No. 30691 (May 12, 1992), was barred by the Commission from association with any broker, dealer, municipal securities dealer, investment adviser or investment company. The Commission’s complaint that precipitated the bar alleged, among other things, that Schamens made misrepresentations and omissions of material fact in connection with the offer, purchase and sell of securities, misappropriated and converted customer funds, and created false brokerage statements. As a result, Schamens was and remains subject to statutory disqualification as that term is defined in Section 3(a)(39) of the Securities Exchange Act of 1934, and Article III, Section 4 of FINRA’s By-Laws.
6. For several years from 2002 or 2003 until at least July 2010, Wiegand and Schamens worked together on investment funds that Wiegand established. Most of their

business ventures fell under the umbrella name “Invictus.” Schamens’ wife, PS, was purportedly co-owner of certain Wiegand related entities, including Invictus Holdings. Invictus Holdings was the owner of an entity called Trade Desk Financial Group (“TDFG”).

7. At some point prior to 2008, TDFG acquired a direct market access trading program that became known as Tradestream Analytics (“Tradestream”). Schamens worked at and/or controlled the work of Tradestream.
8. In August 2007, Wiegand became associated with former member firm Keenan. Wiegand joined Keenan in contemplation of having TDFG acquire and operate it as a vehicle for Tradestream to offer direct market access to institutional customers.
9. In the Fall of 2008, Keenan began operating as TDFC, under the same broker-dealer number as Keenan. Wiegand became TDFC’s President and Director. Wiegand had no prior experience supervising broker-dealer operations.
10. Wiegand knew, well before 2008, that Schamens had been barred by the Commission from association with a broker-dealer.

CAUSE OF ACTION

(Violation of FINRA Rule 2010 - Permitting a Statutorily Disqualified to Associate with a Member Firm)

11. Section 3(a)(39)(B)(i)(II) of the Securities Exchange Act of 1934 (“Exchange Act”) states, *inter alia*, that “a person is ‘subject to statutory disqualification’ with respect to membership or participation in, or association with a member of, a self-regulatory organization, if such person is subject to an order of the [Securities and Exchange] Commission ... barring ... a person [from] being associated with a broker, dealer, municipal securities dealer, government securities dealer”

12. Article III, Section 4 of FINRA's By-Laws state that "a person is subject to a 'disqualification' with respect to ... association with [a FINRA member firm], if such a person is subject to any "statutory disqualification" as such term is defined in Section 3(a)(39) of the [Exchange] Act."
13. Article III, Section 3 of FINRA's By-Laws states that no person shall become associated with a FINRA member firm if that person is subject to a disqualification as that term is defined in Article III, Section 4 of the By-Laws.
14. From its inception in September 2008 until July 16, 2010, Wiegand was the President, Director and partial owner of TDFC, a broker-dealer and FINRA member firm.
15. PS was the corporate Secretary and Director of the firm. Additionally, she functioned as a bookkeeper and performed other administrative functions for TDFC. She maintained the firm's financial books and records at the home she shared with her husband, Schamens, in North Carolina.
16. Schamens performed numerous substantive tasks to assist in operating TDFC, all of which caused him to be an "associated person" of the firm. These tasks included, *inter alia*, assisting in bookkeeping for the firm, advising TDFC personnel concerning FINRA inquiries, acting as a contact person for TDFC's clearing firm, causing commissions to be paid to DB, a registered representative, and reviewing FOCUS filings.
17. Additionally, according to Wiegand, the firm's official telephone number, as recorded on its Form BD, correspondence with FINRA and other documents, was Schamens' telephone number.

18. Schamens also had a key to TDFC's office in New York and a desk at that location.

19. Schamens was an associated person of TDFC under the definition of "person associated with a member" contained in Article 1(rr)(2) of the FINRA's By-Laws:

'[P]erson associated with a member' or 'associated person of a member' means: (1) a natural person who is registered or has applied for registration under the Rules of the Corporation; (2) a sole proprietor, partner, officer, director, or branch manager of a member, or other natural person occupying a similar status or performing similar functions, or a natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a member, whether or not any such person is registered or exempt from registration with the Corporation under these By-Laws or the Rules of the Corporation; and (3) for purposes of Rule 8210, any other person listed in Schedule A of Form BD of a member...

20. Wiegand knew that Schamens was barred from association with TDFC and knew that Schamens was performing these substantive tasks but, nevertheless, permitted Schamens, a statutorily disqualified person, to perform work for and associate with TDFC.

By reason of the foregoing, Wiegand contravened Article III, Section 3 of FINRA's By-Laws and violated FINRA Rule 2010.

Based on these considerations, the sanctions hereby imposed by the acceptance of the Offer are in the public interest, are sufficiently remedial to deter Respondent from any future misconduct, and represent a proper discharge by FINRA, of its regulatory responsibility under the Securities Exchange Act of 1934.

SANCTIONS

It is ordered that Respondent be

- o suspended from associating with any FINRA member firm in any and all capacities for a period of eighteen (18) months, and
- o fined in the amount of \$10,000.

The fine shall be due and payable either immediately upon reassociation with a member firm following the 18-month suspension noted above, or prior to any application or request for relief from any statutory disqualification resulting from this or any other event or proceeding, whichever is earlier.

The sanctions imposed herein shall be effective on a date set by FINRA staff.

SO ORDERED.

FINRA

Signed on behalf of the
Director of ODA, by delegated authority



Walter A. Naeder
Principal Regional Counsel
FINRA Department of Enforcement
200 Liberty Street
New York, New York 10281
P: (212) 858-4776; F: (212) 858-4770

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Civil Action No. 2:15-CV-01878-MCA-MAH

-----X
THEODORE VAN LEER, an individual;
CAROLINE VAN LEER, an individual;
ANNE M. BLANKEN, an individual; and
ANNE M. BLANKEN, as Trustee of the
CREDIT SHELTER SHARE TRUST,
Plaintiffs,

v.

INVICTUS ASSET MANAGEMENT LLC,
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP,
INVICTUS HOLDINGS, LLP,
TRADEDESK CAPITAL LLC,
TRADEDESK FINANCIAL GROUP, INC.,
TRADESTREAM ANALYTICS, LTD.,
INVICTUS INCOME FUND, LLP,
DAVID W. SCHAMENS,
PHILLIPS WIEGAND, JR.,
PILIANA SCHAMENS,
and INVICTUS REAL ESTATE INVESTMENT, LLP,
Defendants.

-----X
CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (the “Settlement Agreement” or the “Agreement”) is made and entered into by and between:

Theodore Van Leer, an individual;

Caroline Van Leer, an individual;

Anne M. Blanken, an individual;

Anne M. Blanken, as Trustee of the Credit Shelter Share Trust;

Invictus Asset Management LLC, a North Carolina limited liability company;

Invictus Capital Growth and Income Fund LLP, a North Carolina limited partnership;

Invictus Holdings, LLP, a North Carolina limited partnership;

Invictus Income Fund LLP, a North Carolina limited partnership;

TradeDesk Capital, LLC, a Delaware limited liability company;

EXHIBIT "C"

Invictus Real Estate Investment, LLP, a North Carolina limited partnership;
Tradedesk Financial Group, Inc., a Delaware corporation;
Tradestream Analytics, Ltd., a Delaware corporation;
David W. Schamens, an individual; and
Piliana Schamens, an individual.

Theodore Van Leer, Caroline Van Leer, Anne M. Blanken, and Anne M. Blanken as Trustee of the Credit Shelter Share Trust are hereinafter collectively referred to as the “Plaintiffs.”

Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, and TradeDesk Capital, LLC are collectively referred to herein as “the Invictus Parties.”

Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd., David W. Schamens, and Piliana Schamens are collectively referred to herein as “the Schamens Defendants.”

Plaintiffs, the Invictus Parties, and the Schamens Defendants are hereinafter collectively referred to as the “Parties” in the plural, and any singular member of this group is referred to individually as a “Party.”

This Settlement Agreement shall be effective as of the latest date on which any Party hereto executes the Settlement Agreement (the “Effective Date”).

WHEREAS, in March 2015, Plaintiffs filed a lawsuit against, *inter alia*, the Invictus Parties and the Schamens Defendants that is currently pending in the United States District Court for the District of New Jersey (the “Court”) under Case No. 2:15-CV-01878-MCA-MAH (referred to herein as the “Lawsuit”);

WHEREAS, the Schamens Defendants expressly deny the validity of all allegations and claims asserted against them in the Complaint that Plaintiffs filed in the Lawsuit and further deny any liability for any of the damages which Plaintiffs claim to have sustained and otherwise deny all other material allegations made by Plaintiffs against them in the Lawsuit;

WHEREAS, all Parties, each of whom is represented by counsel or has been advised of the opportunity to retain counsel and has affirmatively chosen not to do so, recognize their respective rights and obligations and desire to fully and finally settle any and all matters and any and all claims of any kind or nature whatsoever which were brought, or could have been brought, in the Litigation;

WHEREAS, prior to signing this Settlement Agreement, each of the Parties has thoroughly read this Agreement; and each of the Parties has had an opportunity to have counsel review this Agreement and explain the Party’s rights and obligations under, and the legal effect of, this Agreement; and each Party believes it is fair, just, and reasonable in all respects; and each has assented freely and voluntarily to all of its terms; and

WHEREAS, the Parties hereto have signed this Settlement Agreement of their own free will and volition, with the full recognition and understanding of their rights and obligations under and the legal effect of this Agreement;

WHEREAS, the Parties have agreed that: (i) the Schamens Defendants will pay, or cause to be paid, to Plaintiffs a total payment of **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** as set forth below; (ii) upon receipt of payment of a certain portion of the settlement proceeds, Plaintiffs shall file a stipulation of voluntary dismissal of all claims in the Lawsuit; and (iii) the Parties will provide mutual releases to be held in escrow and to only become effective upon payment of the entire settlement proceeds set forth herein.

NOW, THEREFORE, in consideration of and reliance upon the premises, covenants, and obligations hereinafter set forth, the sufficiency and receipt of which is hereby acknowledged; the Parties, as evidenced by the signatures of their respective authorized representatives below, hereby agree as follows:

1. Recitals: Each of the Parties acknowledge and agree that the foregoing Recitals are true and correct and are incorporated herein by reference.

2. Payment of Money: The Parties agree that the total settlement amount is **Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Total Settlement Amount")**. All payments will be wired to the Silver Law Group Trust Account for the benefit of Plaintiffs in the following manner unless otherwise agreed in a writing signed by the Parties and their counsel:

Account Name:	Silver Law Group f/b/o Theodore Van Leer, <i>et al.</i>
Account Address:	11780 W. Sample Road - Suite 103 Coral Springs, FL 33065
Account Number:	[REDACTED]
Routing Number:	[REDACTED]
Bank:	[REDACTED] [REDACTED] [REDACTED]

As a material inducement to secure Plaintiffs' entry into this Settlement Agreement, the Parties agree in good faith that the Schamens Defendants shall timely pay, or cause to be paid, all installment payments as set forth in the payment schedule below. The Schamens Defendants are permitted to accelerate this payment schedule as they deem appropriate.

The Schamens Defendants shall make payments pursuant to the following payment schedule. Each installment payment shall be made by wire transfer to the Silver Law Group Trust Account for the benefit of Plaintiffs and shall be made by 4:00 p.m. on or before the date noted:

Confidential Settlement Agreement and General Release
Page 4 of 19

#	Payment Deadline	Payment Amount
2015		
1	Tuesday, December 1, 2015	\$37,500.00
2016		
2	Friday, January 1, 2016	\$37,500.00
3	Monday, February 1, 2016	\$25,000.00
4	Tuesday, March 1, 2016	\$25,000.00
5	Friday, April 1, 2016	\$50,000.00
6	Monday, May 2, 2016	\$25,000.00
7	Wednesday, June 1, 2016	\$25,000.00
8	Friday, July 1, 2016	\$25,000.00
9	Monday, August 1, 2016	\$25,000.00
10	Thursday, September 1, 2016	\$25,000.00
11	Monday, October 3, 2016	\$50,000.00
12	Tuesday, November 1, 2016	\$25,000.00
13	Thursday, December 1, 2016	\$25,000.00
2017		
14	Tuesday, January 3, 2017	\$50,000.00
15	Wednesday, February 1, 2017	\$25,000.00
16	Wednesday, March 1, 2017	\$25,000.00
17	Monday, April 3, 2017	\$50,000.00
18	Monday, May 1, 2017	\$25,000.00
19	Thursday, June 1, 2017	\$25,000.00
20	Monday, July 3, 2017	\$25,000.00
21	Tuesday, August 1, 2017	\$25,000.00
22	Friday, September 1, 2017	\$25,000.00
23	Monday, October 2, 2017	\$75,000.00
TOTAL		\$750,000.00

3. General Releases:

- A. Upon receipt of the Total Settlement Amount, and only at that time, in consideration of receipt of those payments, as well as other good and valuable consideration received from the Schamens Defendants, **Plaintiffs** shall, upon the Schamens Defendants' full and complete satisfaction of their obligations as set forth in Section 2 above, and only upon the Schamens Defendants' full and complete satisfaction of those obligations; forever remise, release, acquit, satisfy, forever discharge, and by these presents for their trustees, agents, representatives, successors, or assigns forever release Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd., David W. Schamens, and Piliana Schamens (the "**Invictus and Schamens Defendants Released Parties**") from any and all manner of action and actions, cause and causes of action, charges, suits, rights, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, obligations, liabilities, and demands of any kind or nature whatsoever, at law or in equity, which Plaintiffs may have had, ever had, claim to have had, now have, or which their trustees, agents, representatives, successors, or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of these presents, arising out of or related to all claims, demands, and defenses that were or could have been raised in, or in connection with, the Lawsuit.
- B. Upon the Schamens Defendants' full and complete satisfaction of their obligations as set forth in Section 2 above, **the Invictus Parties and the Schamens Defendants** shall forever remise, release, acquit, satisfy, forever discharge, and by these presents for their past, present, and future predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, partners, principals, agents, representatives, employees, insurers, and attorneys forever release **Plaintiffs** and each of their respective past, present, and future predecessors, successors, principals, agents, representatives, insurers, and attorneys from any and all manner of action and actions, cause and causes of action, charges, suits, rights, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, obligations, liabilities, and demands of any kind or nature whatsoever, at law or in equity, which the Invictus Parties and the Schamens Defendants may have had, ever had, claim to have had, now have, or which their past, present, and future predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, partners, principals, agents, representatives, employees, insurers, and attorneys hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of these presents, arising out of

or related to all claims, demands, and defenses that were or could have been raised in, or in connection with, the Lawsuit.

- C. For the avoidance of doubt, the releases and defined terms set forth above do not include Phillips Wiegand, Jr. ("Mr. Wiegand"); or any of Mr. Wiegand's respective past, present, and future agents, representatives, insurers, and attorneys.
- D. Plaintiffs represent and warrant that they have not and will not, on or before execution of this Settlement Agreement, assign or subrogate any of their rights, claims and causes of action relating to the Lawsuit, including any claims referenced in the Settlement Agreement, or authorize any person or entity to assert such claim or claims on their behalf; and they agree to indemnify and hold harmless the Schamens Defendants against any assignment of said rights, claims and or causes of action.
- E. The Invictus Parties represent and warrant that they have not and will not, on or before execution of this Settlement Agreement, assign or subrogate any of their rights, claims and causes of action relating to the Lawsuit, including any claims referenced in this Agreement, or authorize any other person or entity to assert such claim or claims on their behalf; and they agree to indemnify and hold harmless Plaintiffs against any assignment of said rights, claims and/or causes of action.
- F. The Schamens Defendants represent and warrant that they have not and will not, on or before execution of this Settlement Agreement, assign or subrogate any of their rights, claims and causes of action relating to the Lawsuit, including any claims referenced in this Agreement, or authorize any other person or entity to assert such claim or claims on their behalf; and they agree to indemnify and hold harmless Plaintiffs against any assignment of said rights, claims and/or causes of action.

4. **Dismissal, Collateral, and Tolling of Claims in the Lawsuit:**

- A. **Dismissal of Claims:** Within five (5) business days after Plaintiffs' counsel's receipt and clearance of the Schamens Defendants' second installment payment (*i.e.*, the payment due on or before January 1, 2016) as set forth in Section 2 above, Plaintiffs shall file with the Court a Stipulation of Dismissal of all claims in the Lawsuit, a copy of which is attached hereto as Exhibit "A," which shall provide that: (a) Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd., and David W. Schamens shall be dismissed with prejudice, and (b) Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens shall be dismissed without prejudice. Upon payment in full of the Total Settlement Amount, and only at that time, shall all claims against Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus

Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens be dismissed with prejudice.

- B. Collateral:** Upon the Parties' execution of this Settlement Agreement, Dennis F. Gleason, Esq. of Jardim, Meisner & Susser, P.C. (*Counsel for the Schamens Defendants*) shall hold in escrow -- and shall maintain in escrow until the Schamens Defendants fully and completely satisfy their obligations as set forth in Section 2 above -- any stock in Plaintiffs' name(s) in the following companies: Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., and Tradestream Analytics, Ltd. Plaintiffs warrant and represent that they are providing all stock and that they have not transferred, promised, or pledged the stock or otherwise caused the stock to be encumbered in any way. Upon the Schamens Defendants' satisfaction of their payment obligations under Section 2, and only at that time, is Dennis F. Gleason, Esq. authorized to release from escrow Plaintiffs' shares and allow those shares to be transferred to the Schamens Defendants.
- C. Tolling of Claims:** Upon the Parties' execution of this Settlement Agreement, all claims against Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens shall be tolled until the Schamens Defendants satisfy their payment obligations in full by timely paying the Total Settlement Amount. If the Schamens Defendants pay, or cause to be paid, the Total Settlement Amount, all claims asserted by Plaintiffs against Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens shall be dismissed with prejudice, as noted above in Section 4(A). If the Schamens Defendants default on their obligations under this Agreement and fail to cure their default within the time period provided in Section 6 herein, the tolling period shall immediately expire; and all claims asserted by Plaintiffs against Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens shall be revived in the Lawsuit or in a separately filed proceeding without objection by Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens or anyone acting on their behalf.

5. Fees and Expenses: The Parties agree each of them will be responsible for paying his/her/its own attorney's fees, costs, and expenses arising out of or connected with the Lawsuit, except as provided in Sections 6 and 12.

6. Default: In the event that the Schamens Defendants default hereunder and fail to cure said default as set forth below, it is agreed that Plaintiffs shall be entitled to entry by any New Jersey court of competent jurisdiction of a final judgment in the form of a Confession of Judgment to be executed by the Schamens Defendants (excluding Piliana Schamens) in the principal amount of **Eight Hundred Twenty Five Thousand Dollars (\$825,000.00)**, as well as prejudgment interest at

the prevailing rate and an award of reasonable attorneys' fees and costs relative to the enforcement of the terms of this Settlement Agreement, minus all amounts paid, against the Schamens Defendants (excluding Piliana Schamens), jointly and severally, consented to, confessed to, and not to be opposed by the Schamens Defendants (attached as Exhibit "A"). Without limitation, an event of default shall occur if the Schamens Defendants fail to timely make the payment of, or cause to make the payment of, the Total Settlement Amount to Plaintiffs as set forth in Paragraph 2 above; in which case Plaintiffs, through counsel, shall provide written notice (the "Written Notice") of the default to the Schamens Defendants by facsimile and by electronic mail as indicated in Paragraph 8 below (both of which the Parties agree to be acceptable methods of properly giving notice under this Settlement Agreement). The Written Notice shall provide five (5) business days from the date of transmittal of such notice to cure the default. Should the Schamens Defendants fail to cure the default within the period referenced above, then Plaintiffs -- upon filing for relief from the Court -- shall be entitled to the entry of a final judgment/award against the Schamens Defendants (excluding Piliana Schamens), jointly and severally, in the principal amount of Eight Hundred Twenty Five Thousand Dollars (\$825,000.00), plus prejudgment interest at the prevailing rate and the reasonable fees and costs incurred in enforcing this Settlement Agreement, minus all amounts paid. If the Schamens Defendants default under Section 2 of this Settlement Agreement, Plaintiffs shall retain, and shall not release, any and all rights and claims they have or had prior to execution of this Settlement Agreement except as otherwise provided herein. Upon payment in full of any default judgment amount, the release of rights and claims shall be reinstated, and a Satisfaction of Judgment shall promptly be filed.

7. Return of Subpoenaed Documents: Within ten (10) days of the effective date of this Agreement, Plaintiffs' counsel shall provide counsel for the Schamens Defendants all copies (paper and electronic) of all documents received from any source in response to subpoenas issued by Plaintiffs' counsel in this matter. Plaintiffs' counsel shall further provide with the turnover of documents a certification from counsel, under penalty of perjury, that all subpoenaed documents have been produced to counsel for the Schamens Defendants and that neither the documents nor any information contained therein was disclosed or will be disclosed to Plaintiffs or others.

8. Notices: All notices to be sent or information to be provided under this Settlement Agreement shall be sent to the following:

A. Plaintiffs:

Theodore Van Leer, *et al.*
c/o David C. Silver, Esq.
Silver Law Group
11780 W. Sample Rd.
Coral Springs, FL 33065
Telephone: (954) 755-4799
Facsimile: (954) 755-4684
E-mail: DSilver@silverlaw.com
*Counsel for Theodore Van Leer, Caroline Van Leer, Anne M. Blanken, and
Anne M. Blanken as Trustee of the Credit Shelter Share Trust*

B. The Schamens Defendants:

David W. Schamens and Piliana Schamens, *et al.*
c/o Dennis F. Gleason, Esq.
Jardim, Meisner & Susser, P.C.

Confidential Settlement Agreement and General Release
Page 9 of 19

30B Vreeland Road - Suite 201
Florham Park, New Jersey 07932
Telephone: (973) 845-7640
Facsimile: (973) 845-7645
E-mail: DGleason@jmslawyers.com
*Counsel for Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc.,
Tradestream Analytics, Ltd., David W. Schamens, and Piliانا Schamens*

David W. Schamens

Facsimile: [REDACTED]

E-mail: [REDACTED]

9. **Denial of Liability.** Notwithstanding anything stated herein, the Parties acknowledge and agree that this Settlement Agreement and the settlement contained herein is a compromise of disputed claims in the Lawsuit made solely to avoid and resolve the claims between them in Lawsuit and to make peace, and that neither this Agreement nor any of the documents executed in connection with this Agreement are to be construed in any way as an admission by any of the Parties of any of the allegations and/or claims raised in the Lawsuit or otherwise, all of which are expressly denied.

10. **Capacity and Authority:** Each signatory to this Settlement Agreement hereby represents and warrants that he or she has the full right, power, authority and capacity to enter into this Agreement and that this Agreement constitutes a legal and binding agreement that is enforceable in accordance with its terms.

11. **No Coercion/Advice of Counsel.** The Parties understand and agree that this Settlement Agreement constitutes a settlement agreement and release, and the Parties intend to be legally bound by same. The Parties further acknowledge that, in considering whether to sign this Agreement, they have not relied upon any representation or statement, written or oral, not set forth in this Agreement (except those set forth in Section 2 above), and that they have not been threatened or coerced into signing this Agreement by any party. The Parties have read the Agreement carefully; and the Parties fully understand the terms, consequences and/or effect of this Agreement. The Parties voluntarily agree to and accept the terms of this Agreement. Each Party hereto acknowledges that he/she/it has been represented and advised by counsel concerning the effect of this Agreement, or has elected not to seek advice of counsel.

12. **Governing Law/Attorneys' Fees.** The Parties understand and agree that the interpretation and enforcement of this Settlement Agreement shall be governed by the laws of the State of New Jersey, without giving effect to its conflict of law provisions. The Parties further understand and agree that, if any party should breach this Agreement, the injured party may seek all applicable remedies arising out of law or equity. The Parties further understand and agree that if legal action is commenced arising out of, in connection with, or to enforce any provision of this Agreement (including any amendment, modification, or waiver of this Agreement or any of its terms, as provided for below), any such suit, action, or legal proceeding must be brought in a court of competent jurisdiction in New Jersey; that service of process may be made pursuant to the Notice provisions in Paragraph 8 above; and the prevailing party in any such action shall be entitled to recover its costs, including reasonable attorneys' fees, through all appellate levels in addition to any other relief that may be granted.

13. **Entire Agreement/Merger Provision/No Oral Modification.** The Parties understand and agree that this Settlement Agreement sets forth, embodies and contains all the agreements and understandings between the Parties pertaining to the subject matter herein. This Agreement constitutes the entire agreement between the Parties, and it supersedes any and all prior, contemporaneous agreements and understandings between the parties in connection therewith. Any amendments to, or modifications of, this Agreement, or any waiver of its terms, shall not be enforceable unless in writing and signed by the party against whom enforcement is sought.

14. **Future Interests.** This Settlement Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns.

15. **Severability.** The Parties further agree that, if any provision of this Settlement Agreement is found to be void or voidable or in any other way unenforceable, the Parties shall remain bound by the remainder of the Agreement. If any term in this Agreement conflicts with applicable law or with the obligations of counsel imposed by the applicable Rules of Professional Conduct, such term shall be modified so as to most closely express the intent of the Parties while conforming with such rules and laws.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and all of which, taken together, shall be deemed to constitute but a single original document. Facsimile or .pdf copies shall be deemed an original signature.

17. **Assignment.** The rights, duties, and obligations of this Settlement Agreement and all exhibits attached hereto shall not be transferable or assigned without the express written prior consent of all Parties hereto.

18. **Headings.** The headings used in this Settlement Agreement are used for reference purposes only and are not to be deemed controlling with respect to the contents thereof.

19. **Gender.** Wherever the context shall so require, all words herein shall be deemed to include the masculine, feminine, or neuter gender; all singular words shall include the plural, and all plural words shall include the singular.

20. **Joint Agreement.** This Settlement Agreement and any exhibits attached hereto shall be considered the joint product of all the Parties hereto; and in the event of any controversy as to the construction, interpretation, or enforcement of any provision hereof, such controversy shall not be construed against any party as the alleged drafter of this Agreement. It is the intent of all Parties that this Agreement shall be deemed to have been prepared by all of the Parties to the end that no party shall be entitled to the benefits of any favorable interpretation or construction of any term or provision hereof under any rule or law.

21. **Binding Effect.** The terms of this Settlement Agreement and any exhibits attached hereto shall be binding upon, inure to the benefit of, and shall be enforceable by, the respective successors, assigns, heirs, beneficiaries, and personal representatives of the Parties.

22. **Confidentiality and Non-Disparagement.** The Parties agree that this Settlement Agreement and its terms shall remain strictly confidential and shall not be made part of any public record or Court file unless an action to enforce the terms of the Agreement is undertaken.

Confidential Settlement Agreement and General Release
Page 11 of 19

Notwithstanding the foregoing, any Party may disclose the terms of the Agreement to that Party's attorneys, accountants, regulators, or other professional financial advisors as is reasonably necessary for the conduct of that Party's business and/or financial affairs. Furthermore, each Party will not disparage any other Party or otherwise take any action which could reasonably be expected to adversely affect the Party's personal or professional reputation. However, it is acknowledged and understood by the Parties that resolution of all claims between them does not, in any way, impinge upon the absolute litigation privilege or any Party's right to represent its interests against Mr. Wiegand in any legal, administrative, or quasi-judicial proceeding, as necessary. Additionally, nothing in this Settlement Agreement shall bar the obligation of any Party to speak truthfully if lawfully subpoenaed to discuss the matters at issue in the Lawsuit. In the event a Party to this Agreement is required to disclose terms pursuant to subpoena or other legal process or in any other forum, that Party shall promptly provide, not later than seventy two (72) hours after receipt of such process or subpoena, notice to the adverse Party as set forth in Paragraph 8 above. The Parties agree that failure to abide by any part of this provision shall constitute a material breach of the Agreement.

We further confirm and state that we have carefully read this Settlement Agreement, know the contents thereof, and sign our names as our own free act.

WITNESS our hands and seals on the date(s) indicated below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

Confidential Settlement Agreement and General Release
Page 12 of 19

Theodore Van Leer

By: [Signature]

Theodore Van Leer, individually

Date: Oct 29, 2015

State of New Jersey)

County of Morris) ss:

On this, the 29 day of OCTOBER 2015, before me a Notary Public, the undersigned officer, personally appeared THEODORE VAN LEER.

He ~~(did)~~ did not take an oath and is known to me or has produced VA DRIVERS LICENSE as identification to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
(Signature of Notary)

DANIEL HAAS
(Type, print, or stamp name of Notary)

NOTARY PUBLIC

State of New Jersey at Large

My Commission Expires: 9/22/2020

DANIEL F HAAS
Notary Public
State of New Jersey
My Commission Expires Sep 22, 2020

Confidential Settlement Agreement and General Release
Page 13 of 19

Caroline Van Leer

By: [Signature]

Caroline Van Leer, individually

Date: Nov. 2, 2015

State of Virginia)

County of Rockbridge)

ss:

On this, the 2nd day of NOV 2015, before me a Notary Public, the undersigned officer, personally appeared CAROLINE VAN LEER.

She [did/did not] take an oath and is known to me or has produced VADL as identification to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
(Signature of Notary)
Stacey N Asbury
(Type, print, or stamp name of Notary)

NOTARY PUBLIC

State of Virginia at Large

My Commission Expires: Dec 31, 2019

STACEY NUCKOLS ASBURY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7634315
My Commission Expires
December 31, 2019

Confidential Settlement Agreement and General Release
Page 14 of 19

Anne M. Blanken

By: Anne M. Blanken
Anne M. Blanken, individually

Date: Oct. 29, 2015

State of Virginia)
County of Rockbridge) ss:

On this, the 29th day of Oct. 2015, before me a Notary Public,
the undersigned officer, personally appeared ANNE M. BLANKEN.

She [did/did not] take an oath and is known to me or has
produced VADL as identification to be the person described in and
who executed the foregoing instrument, and acknowledged that she executed the same for the
purposes therein contained.

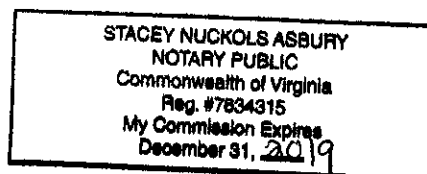
In witness hereof, I hereunto set my hand and official seal.

Stacey N. Asbury
(Signature of Notary)
Stacey N. Asbury
(Type, print, or stamp name of Notary)

NOTARY PUBLIC

State of Virginia at Large

My Commission Expires: Dec. 31, 2019



Confidential Settlement Agreement and General Release
Page 15 of 19

Anne M. Blanken, as Trustee of the Credit Shelter Share Trust

By: Anne M. Blanken

Anne M. Blanken, Trustee

Date: Oct. 29, 2015

State of Virginia)
County of Rockbridge) SS:

On this, the 29 day of Oct. 2015, before me a Notary Public, the undersigned officer, personally appeared ANNE M. BLANKEN, AS TRUSTEE OF THE CREDIT SHELTER SHARE TRUST.

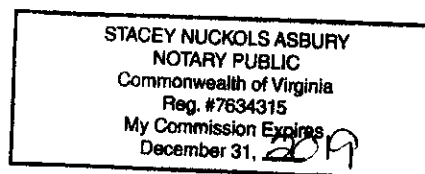
She [did/did not] take an oath and is known to me or has produced VADL as identification to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Stacey N. Asbury
(Signature of Notary)
Stacey N ASBURY
(Type, print, or stamp name of Notary)


NOTARY PUBLIC
State of Virginia at Large

My Commission Expires: Dec 31, 2019



Confidential Settlement Agreement and General Release
Page 16 of 19

Silver Law Group [*signing only with regard to its obligation, as counsel for Plaintiffs, to accept payments in accordance with Section 2 above*]

By: 
David C. Silver, Esq., Partner

Date: 10/30/15

Confidential Settlement Agreement and General Release
Page 17 of 19

TradeDesk Capital LLC

By: [Signature]
Name: David W. Schamens
Title: Director of Managing Member
Date: 10/28/15

Tradedesk Financial Group, Inc.,
a Delaware corporation

By: [Signature]
Name: David W. Schamens
Title: Director
Date: 10/28/15

Tradestream Analytics, Ltd.,
a Delaware corporation

By: [Signature]
Name: David W. Schamens
Title: Director of Bold Analytics, Ltd. d/b/a
Tradestream Analytics, Ltd.

Date: 10/28/15

Invictus Real Estate Investment, LLP,
a North Carolina Limited Partnership

By: [Signature]
Name: David W. Schamens
Title: General Partner
Date: 10/28/15

David W. Schamens

By: [Signature]
David W. Schamens, individually

Date: 10/28/15

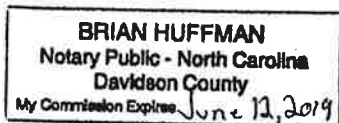
State of North Carolina)
County of Forsyth) SS:

On this, the 28 day of October, 2015, before me a Notary Public, the undersigned officer, personally appeared DAVID W. SCHAMENS in the following capacities:

Director of Managing Member of TradeDesk Capital, LLC
Director of Tradedesk Financial Group, Inc.
Director of Bold Analytics, Ltd. d/b/a Tradestream Analytics, Ltd.
General Partner of Invictus Real Estate Investment, LLP
Individually

He [did/did not] take an oath and is known to me or has produced North Carolina Driver License as identification to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Brian Huffman
(Signature of Notary)
Brian Huffman
(Type, print, or stamp name of Notary)

NOTARY PUBLIC
State of North Carolina at Large
My Commission Expires: June 12, 2019

Confidential Settlement Agreement and General Release
Page 18 of 19

Invictus Asset Management LLC,
a North Carolina limited liability company

By: *Piliana Schamens*
Name: Piliana Schamens
Title: Manager
Date: 10/28/15

Invictus Capital Growth and Income Fund LLP, a
North Carolina limited partnership

By: *Piliana Schamens*
Name: Piliana Schamens
Title: Manager of General Partner
Date: 10/28/15

Invictus Holdings LLP,
a North Carolina limited partnership

By: *Piliana Schamens*
Name: Piliana Schamens
Title: Manager of General Partner
Date: 10/28/15

Invictus Income Fund LLP,
a North Carolina limited partnership

By: *Piliana Schamens*
Name: Piliana Schamens
Title: Manager of General Partner
Date: 10/28/15

Piliana Schamens

By: *Piliana Schamens*
Piliana Schamens, individually
Date: 10/28/15

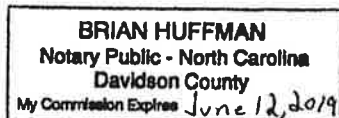
State of North Carolina)
County of Forsyth) SS:

On this, the 28 day of October 2015, before me a Notary Public, the undersigned officer, personally appeared PILIANA SCHAMENS in the following capacities:

Manager of Invictus Asset Management LLC
Manager of General Partner of Invictus Capital Growth and Income Fund LLP
Manager of General Partner of Invictus Holdings LLP
Manager of General Partner of Invictus Income Fund LLP
Individually

She [did/did not] take an oath and is known to me or has produced North Carolina Driver License as identification to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Brian Huffman
(Signature of Notary)

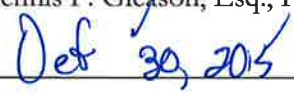
Brian Huffman
(Type, print, or stamp name of Notary)

NOTARY PUBLIC
State of North Carolina at Large
My Commission Expires: June 12, 2019

Confidential Settlement Agreement and General Release
Page 19 of 19

Jardim, Meisner & Susser, P.C. [*signing only with regard to its obligation, as counsel for the Schamens Defendants, to hold in escrow the collateral identified in Section 4(B) above*]

By: 
Dennis F. Gleason, Esq., Partner

Date: 
Oct 30, 2015

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Docket No.: 2:15-CV-01878-MCA-MAH

-----X
THEODORE VAN LEER, an individual;
CAROLINE VAN LEER, an individual;
ANNE M. BLANKEN, an individual; and
ANNE M. BLANKEN, as Trustee of the
CREDIT SHELTER SHARE TRUST,
Plaintiffs,

v.

INVICTUS ASSET MANAGEMENT LLC,
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP,
INVICTUS HOLDINGS, LLP,
TRADEDESK CAPITAL LLC,
TRADEDESK FINANCIAL GROUP, INC.,
TRADESTREAM ANALYTICS, LTD.,
INVICTUS INCOME FUND, LLP,
DAVID W. SCHAMENS,
PHILLIPS WIEGAND, JR.,
PILIANA SCHAMENS,
and INVICTUS REAL ESTATE INVESTMENT, LLP,
Defendants.

-----X
**STIPULATION AND VOLUNTARY DISMISSAL AS TO DEFENDANTS
INVICTUS ASSET MANAGEMENT LLC;
INVICTUS CAPITAL GROWTH AND INCOME FUND, LLP;
INVICTUS HOLDINGS, LLP; TRADEDESK CAPITAL LLC;
INVICTUS INCOME FUND, LLP; INVICTUS REAL ESTATE INVESTMENT, LLP;
TRADEDESK FINANCIAL GROUP, INC.; TRADESTREAM ANALYTICS, LTD.;
DAVID W. SCHAMENS; and PILIANA SCHAMENS**

WHEREAS, Plaintiffs, THEODORE VAN LEER, an individual; CAROLINE VAN LEER, an individual; ANNE M. BLANKEN, an individual; ANNE M. BLANKEN, AS TRUSTEE OF THE CREDIT SHELTER SHARE TRUST (hereinafter "Plaintiffs"), have agreed to a confidential settlement of all claims with Defendants, INVICTUS REAL ESTATE INVESTMENT, LLP, a North Carolina Limited Partnership; TRADEDESK FINANCIAL GROUP, INC., a Delaware corporation; TRADESTREAM ANALYTICS, LTD., a Delaware corporation; DAVID W. SCHAMENS, an individual; and PILIANA SCHAMENS, an individual ("the Schamens Defendants"); and as part of the confidential settlement, Plaintiffs agreed to voluntarily dismiss all remaining claims: (a) with prejudice against Invictus Asset Management LLC, Invictus Capital Growth and Income Fund, LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd., and David W. Schamens; and (b) without prejudice against Invictus Asset Management LLC, Invictus Capital Growth and Income Fund LLP, Invictus Holdings, LLP, Invictus Income Fund LLP, TradeDesk Capital, LLC, and Piliana Schamens; and

EXHIBIT "A"

WHEREAS, Plaintiffs and the Schamens Defendants stipulate and agree that Plaintiffs and the Schamens Defendants shall each bear their own attorneys' fees and costs associated with this lawsuit; and

IT IS HEREBY STIPULATED AND AGREED amongst Plaintiffs and the Schamens Defendants that, pursuant to the terms of Fed.R.Civ.P. 41(a), this action shall be, and is, **DISMISSED WITH PREJUDICE** as to Defendants **INVICTUS REAL ESTATE INVESTMENT, LLP**, a North Carolina Limited Partnership; **TRADEDESK FINANCIAL GROUP, INC.**, a Delaware corporation; **TRADESTREAM ANALYTICS, LTD.**, a Delaware corporation; and **DAVID W. SCHAMENS**, an individual; and that Plaintiffs and those defendants shall bear their own attorneys' fees and costs related to this action.

IT IS HEREBY STIPULATED AND AGREED amongst Plaintiffs and the Schamens Defendants that, pursuant to the terms of Fed.R.Civ.P. 41(a), this action shall be, and is, **DISMISSED WITHOUT PREJUDICE** only as to Defendants **INVICTUS ASSET MANAGEMENT LLC**, a North Carolina limited liability company; **INVICTUS CAPITAL GROWTH AND INCOME FUND LLP**, a North Carolina limited partnership; **INVICTUS HOLDINGS, LLP**, a North Carolina limited partnership; **INVICTUS INCOME FUND LLP**, a North Carolina limited partnership; **TRADEDESK CAPITAL, LLC**, a Delaware limited liability company; and **PILIANA SCHAMENS**, an individual; and that Plaintiffs and Piliana Schamens shall bear their own attorneys' fees and costs related to this action.

Dated: _____

Respectfully submitted,

By: /s/ Michael L. Braunstein.
Michael L. Braunstein, Esq.
THE BRAUNSTEIN LAW FIRM, PLLC
3 Eberling Drive
New City, New York 10956
Telephone: (845) 642-5062
E-mail: MBraunstein@braunsteinfirm.com

Adolfo J. Anzola, Esq.
SILVER LAW GROUP
11780 W. Sample Road
Coral Springs, Florida 33065
Telephone: (954) 755-4799
E-mail: AAnzola@silverlaw.com

*Counsel for Theodore Van Leer, Caroline Van Leer,
Anne M. Blanken, and Anne M. Blanken as
Trustee of the Credit Shelter Share Trust*

By: /s/ Dennis F. Gleason.
Dennis F. Gleason, Esq.
JARDIM, MEISNER & SUSSER, P.C.
30B Vreeland Road - Suite 201
Florham Park, New Jersey 07932
Telephone: (973) 845-7640
Facsimile: (973) 845-7645
E-mail: DGleason@jmslawyers.com

*Counsel for Invictus Real Estate Investment, LLP,
Tradedesk Financial Group, Inc.,
Tradestream Analytics, Ltd., David W. Schamens,
and Piliana Schamens*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was electronically filed with the Clerk of Court on this ____ day of _____ 2016 by using the CM/ECF system which will send a notice of electronic filing to the following CM/ECF participant(s): **DENNIS F. GLEASON, ESQ.**, Jardim, Meisner & Susser, P.C., *Counsel for Defendants, Invictus Real Estate Investment, LLP, Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd., David W. Schamens, and Piliانا Schamens*, 30B Vreeland Road - Suite 201, Florham Park, New Jersey 07932; and **GLENN R. REISER, ESQ.**, LoFaro & Reiser, LLP, *Counsel for Defendant, Phillips Wiegand Jr.*, 20 Court Street, Hackensack, New Jersey 07601.

MICHAEL L. BRAUNSTEIN



www.silverlaw.com

11780 W. Sample Road
Coral Springs, FL 33065
Tel: (954) 755-4799
Fax: (954) 755-4684

December 1, 2015

VIA FACSIMILE AND ELECTRONIC MAIL

Dennis F. Gleason, Esq.
JARDIM, MEISNER & SUSSER, P.C.
*Counsel for Invictus Real Estate Investment, LLP,
Tradedesk Financial Group, Inc., Tradestream Analytics, Ltd.,
David W. Schamens, and Pilianna Schamens*
30B Vreeland Road - Suite 201
Florham Park, New Jersey 07932
Facsimile: (973) 845-7645
E-mail: DGleason@jmslawyers.com

VIA FACSIMILE AND ELECTRONIC MAIL

David W. Schamens
Facsimile: [REDACTED]
E-mail: [REDACTED]

Re: Theodore Van Leer, et al. v. Invictus Asset Management LLC, et al.
U.S. District Ct. - D. NJ - Case No: 2:15-cv-01878-MCA-MAH

Dear Mr. Gleason and Mr. Schamens:

In accordance with Section 2 of the Confidential Settlement Agreement and General Release (the "Settlement Agreement") negotiated and executed by the parties thereto on or about November 2, 2015, Invictus Real Estate Investment, LLP; Tradedesk Financial Group, Inc.; Tradestream Analytics, Ltd.; David W. Schamens; and Pilianna Schamens (collectively "the Schamens Defendants") were jointly and severally obligated to pay to my clients, Theodore Van Leer, Caroline Van Leer, Anne M. Blanken, and Anne M. Blanken, as Trustee of the Credit Shelter Share Trust ("Plaintiffs"), **Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) on or before December 1, 2015 at 5:00 p.m.** No such payment was timely made. As a result, the Schamens Defendants have defaulted on their joint and several obligations under the Settlement Agreement. Pursuant to Section 6 of the Settlement Agreement, we are providing the Schamens Defendants this opportunity to cure their default within five (5) days of the date of their receipt of this letter. If the Schamens Defendants fail to timely effectuate a cure of their default, Plaintiffs will avail themselves of an appropriate legal remedy.

We look forward to the Schamens Defendants' prompt compliance with their obligations under the Settlement Agreement. PLEASE GOVERN YOURSELVES ACCORDINGLY.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read 'David C. Silver'.

David C. Silver, Esq.

cc: Theodore Van Leer, et al.

EXHIBIT "D"

From: Rebecca Feinberg
Sent: Tuesday, December 01, 2015 5:04 PM
To: DGleason@jmslawyers.com; dschamens@[REDACTED]
Cc: David Silver; Jason Miller; Rebecca Feinberg
Subject: Van Leer v. Invictus Asset Management, et al. -- USDC - D. NJ - Case No. 2:15-cv-01878-MCA-JBC
Attachments: 2015-12-1 -- Default Letter and demand for cure.pdf

E-mail sent on behalf of David C. Silver, Esq.

Dear Mr. Gleason and Mr. Schamens:

Please see the attached letter.

Best regards,

Becky Feinberg
Legal Assistant to Scott L. Silver



11780 W. Sample Road
Coral Springs, FL 33065
Telephone: (954) 755-4799
Facsimile: (954) 755-4684

1-800-975-4345
Website: www.silverlaw.com

Notice: This message, including any attachments, may contain legally privileged and confidential information. If you received this message in error, please notify us immediately by reply e-mail. Any unauthorized reading, distribution, copying or other use of this message or its attachments is strictly prohibited. All personal messages express solely the sender's views and not those of the Silver Law Group.



www.silverlaw.com

11780 W. Sample Road
Coral Springs, FL 33065
Tel: (954) 755-4799
Fax: (954) 755-4684

Fax

To: Dennis F. Gleason, Esq.

From: David C. Silver, Esq.

Fax: (973) 845-7645

Pages: TWO (2), incl. fax cover sheet

Phone: (973) 845-7640

Date: December 1, 2015

To: David W. Schamens

Fax: [REDACTED]

Phone: N/A

Re: Theodore Van Leer, *et al.* v. Invictus Asset Management LLC, *et al.*
U.S. District Ct. - D. NJ - Case No: 2:15-cv-01878-MCA-MAH

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

Enclosed herewith is a letter of today's date being sent to you in connection with the above-referenced matter. An additional copy has been sent to you via electronic mail.

Please let us know if you did not receive the attached letter.

TRANSMISSION VERIFICATION REPORT

TIME : 12/01/2015 16:55
NAME : SILVER LAW GROUP
FAX : 9547554684
TEL : 9547554799
SER.# : G9N287517

DATE, TIME	12/01 16:55
FAX NO./NAME	19738457645
DURATION	00:00:29
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM

sent after 5pm

TRANSMISSION VERIFICATION REPORT

TIME : 12/01/2015 16:56
NAME : SILVER LAW GROUP
FAX : 9547554684
TEL : 9547554799
SER.# : G9N287517

DATE, TIME	12/01 16:56
FAX NO./NAME	1 [REDACTED]
DURATION	00:00:43
PAGE(S)	02
RESULT	OK
MODE	STANDARD

sent after 5pm