

## **The Receiver Paradox and the Heskin “Victim” Delusion**

How the Feds Are Running the Same “RICO” Business They Indicted

If the government tells you a business model is a "criminal racket," you would expect them to shut it down and destroy the product. You would not expect the government to take over the office, sit in the CEO's chair, and start collecting the same money using the same "illegal" contracts. But that is exactly what is happening in the case of Joseph LaForte and Par Funding.

### **The Receiver Paradox: Same Business, Different Boss**

When the SEC moved in, they did not stop the "illegal" activity. They appointed a Receiver—Ryan Stumphauzer, an ex-federal prosecutor—to run the business. Look at the hypocrisy of the "two-tiered" justice system. Since 2020, the Receiver has collected over \$240 million using the exact same MCA contracts the government called "criminal."

The Receiver has filed dozens of motions to lift stays so he could sue defaulted merchants, the same "victims" Heskin claims to represent. In April 2022, while Heskin was telling the media his clients were prey, the Receiver's lawyers were busy drafting demand letters to those same clients to squeeze every dollar out of them as they should have. A Federal Judge approved these lawsuits. If these contracts were "usurious" or "illegal," a court-appointed officer would be legally barred from enforcing them.

**EXHIBIT- DOCUMENT 2165 -ORDER GRANTING RECEIVER'S THIRTY-FIFTH MOTION TO LIFT LITIGATION INJUNCTION 07/08/2025.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-CV-81205-RAR

**SECURITIES AND EXCHANGE  
COMMISSION,**

Plaintiff,

v.

**COMPLETE BUSINESS SOLUTIONS  
GROUP, INC. d/b/a/ PAR FUNDING, et al.,**

Defendants.

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**ORDER GRANTING RECEIVER'S THIRTY-FIFTH MOTION TO LIFT  
LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT PROCEEDINGS**

**THIS CAUSE** comes before the Court upon the Receiver's Thirty-Fifth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings ("Motion"), [ECF No. 2164], filed on July 7, 2025.

In the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020, [ECF No. 141], so as to lift the litigation injunction provided for in that Order for certain garnishment matters currently pending in the Court of Common Pleas of Philadelphia County, Pennsylvania to be opened for the limited purpose to authorize the Receiver, in his direction, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to

### **The "RICO Drug Store" Analogy**

To understand how absurd the government's position is, imagine the feds bust a major RICO drug ring. They claim the product is 100% illegal poison. Then, the Judge appoints a "Receiver" to keep manufacturing and selling the same product to the same customers, suing anyone who does not pay for their "shipments," and then taxes the profits. If the product is illegal, the Receiver and the Judge are now the ones distributing it. If the product is legal, then the entire indictment of Joe LaForte is a sham.

### **The Great MCA Double Standard**

The argument that MCAs are "illegal loans" ignores the fact that this exact model is used by massive, mainstream fintech companies. PayPal Working Capital, Square (Block, Inc.), and

OnDeck Capital all operate on this exact model: purchasing a percentage of future sales. Under LaForte, this was called "Criminal Usury" and "RICO." Under the Receiver, it is called "Valid Business Assets" and "Marshalling Assets." The Receiver is even filing federal taxes on these "usurious" profits. The government did not have a problem with the business model—they had a problem with the man.

### SEC's "Lazy" Investigation: 14 vs. 17,000

The scale of the SEC's failure here is staggering. Over eight years, Par Funding successfully funded over 17,000 Merchant Cash Advances. These were thousands of legitimate business relationships that powered small businesses across America. When the SEC filed its massive emergency complaint in July 2020, how many "victims" did they find out of those 17,000? Only 14. *And all of them were merchants that retained Hesklin!*

### EXHIBIT: THE GLICK REPORT INCLUDED A FUNDING COUNT FROM 2013-2020 THAT TOTALED 16,692 ADVANCES FUNDED.

CBSO Funding Analysis  
01/01/13 - 06/30/20

Period	Funding Count	AVG Funding	Factor Rate AVG <sup>1</sup>	Avg Term	Monthly Factor % <sup>2</sup>	Wire Total	Funded Total	New AR	AR Total <sup>3</sup>	Factoring Losses <sup>4</sup>	Funding Exposure <sup>5</sup>	Exposure % <sup>4</sup>	Total Deposits	Average Daily Deposit	Total ACH Payment	Returned Total	ACH Total	Return %
2013	228	\$29,556.05	1.35	120	6.1%	\$ 10,573,755.28	\$ 13,881,429.51	\$ 18,799,487.42	\$ 5,688,670.71	\$ 1,300,265.50	\$ 468,013.05	4.4%	\$ 10,144,412.62	\$ 40,519.15	\$ 7,774,763.57	\$ 501,380.77	\$ 501,380.77	6.4%
2014	979	17,298.00	1.33	94	7.4%	16,934,746.07	23,948,076.36	31,918,202.93	9,776,474.37	1,622,534.74	354,874.39	2.1%	21,657,990.43	84,225.44	14,900,902.48	1,073,079.75	1,073,079.75	7.2%
2015	703	40,736.23	1.35	115	6.3%	28,637,566.39	36,979,392.91	49,800,699.92	17,615,473.88	3,041,476.26	(169,804.75)	-0.6%	33,579,213.04	133,316.47	25,240,409.50	993,854.43	993,854.43	3.9%
2016	1,087	62,618.09	1.34	132	5.4%	68,065,864.62	97,740,554.02	130,981,255.68	59,067,326.39	5,541,535.34	203,272.18	0.3%	64,548,823.71	257,306.77	54,943,260.82	1,795,928.41	1,795,928.41	3.3%
2017	2,036	93,838.93	1.36	139	5.4%	191,056,059.69	271,633,681.34	370,302,596.63	177,067,138.86	12,564,294.70	2,357,051.07	1.2%	174,600,565.32	700,045.64	135,869,631.33	6,750,035.98	6,750,035.98	5.0%
2018	3,383	100,674.68	1.36	124	6.1%	340,582,444.82	471,403,953.34	642,192,480.47	305,910,444.75	33,534,406.50	4,745,845.88	1.4%	350,666,989.25	1,397,436.51	251,173,901.67	15,735,352.66	15,735,352.66	6.3%
2019 - Jan	334	77,437.29	1.34	144	4.9%	25,864,055.52	36,176,265.15	49,385,444.62	313,546,855.41	1,864,994.92	335,018.71	1.3%	27,552,044.52	1,312,002.12	23,643,851.53	1,409,298.88	1,409,298.88	6.0%
2019 - Feb	293	96,440.57	1.30	120	5.2%	28,257,096.80	36,598,668.58	47,631,070.64	327,228,270.63	1,081,775.31	(93,232.22)	-0.3%	25,197,661.19	1,326,192.69	21,480,118.89	1,331,454.65	1,331,454.65	6.2%
2019 - Mar	403	70,812.97	1.31	108	5.9%	28,537,625.10	35,395,487.45	46,298,554.32	332,808,186.10	2,271,698.46	9,610.72	0.0%	29,145,670.64	1,387,889.08	24,841,630.20	1,233,001.38	1,233,001.38	5.0%
2019 - Apr	382	65,177.23	1.38	107	7.4%	24,897,703.18	54,790,870.81	75,593,816.52	342,465,691.48	991,621.12	154,659.34	0.6%	30,296,449.40	1,377,111.34	27,039,451.52	1,171,326.27	1,171,326.27	4.3%
2019 - May	358	84,598.29	1.31	105	6.2%	30,286,186.06	34,549,293.21	45,342,925.10	344,000,270.70	2,553,917.12	(14,262.84)	0.0%	31,515,825.52	1,432,528.43	28,004,677.68	1,273,984.50	1,273,984.50	4.5%
2019 - Jun	448	66,554.38	1.32	107	6.2%	29,816,360.59	50,272,532.63	66,205,402.20	350,253,767.37	1,586,887.15	26,413.85	0.1%	27,039,054.73	1,351,952.74	25,344,984.02	1,544,254.31	1,544,254.31	6.1%
2019 - Jul	414	78,423.95	1.32	104	6.4%	32,467,514.92	40,589,278.65	53,486,821.19	361,976,660.11	2,591,860.57	537,395.64	1.7%	30,292,477.42	1,736,930.79	28,290,298.08	1,239,976.80	1,239,976.80	4.4%
2019 - Aug	393	92,023.94	1.29	106	5.7%	36,165,409.59	86,508,636.22	111,391,920.86	382,030,257.80	9,033,837.09	718,053.01	2.0%	28,588,170.57	1,299,462.30	31,513,628.86	1,757,649.67	1,757,649.67	5.9%
2019 - Sep	457	107,197.00	1.34	108	6.5%	48,980,028.80	101,415,205.39	135,772,548.34	412,789,245.16	6,870,130.67	(1,946,110.49)	-4.0%	42,784,608.28	2,139,230.41	29,856,760.48	1,798,086.15	1,798,086.15	6.0%
2019 - Oct	497	80,794.42	1.33	101	6.8%	40,154,829.14	62,551,508.23	69,935,149.43	432,514,559.10	2,222,330.76	167,075.96	0.4%	40,807,674.25	1,854,894.28	35,711,367.09	1,813,977.58	1,813,977.58	5.1%
2019 - Nov	527	56,885.40	1.34	97	7.2%	29,978,607.59	63,668,091.09	85,000,457.22	432,400,304.26	5,223,938.48	1,015,324.01	3.4%	37,278,536.15	1,962,028.22	33,548,315.34	2,171,390.47	2,171,390.47	6.5%
2019 - Dec	585	69,540.66	1.32	95	7.1%	40,881,284.12	51,067,496.28	67,633,578.32	441,728,644.35	3,442,462.16	236,782.49	0.6%	42,717,695.90	2,034,176.00	37,092,755.53	2,154,560.69	2,154,560.69	5.9%
2020 - Jan	885	61,504.04	1.32	98	6.8%	54,431,075.98	62,940,210.05	83,016,014.59	470,676,683.32	2,113,642.73	(329,616.49)	-0.6%	40,178,540.45	1,913,311.45	35,696,117.94	2,226,913.14	2,226,913.14	6.3%
2020 - Feb	945	51,126.14	1.32	94	7.0%	48,314,206.31	71,565,901.30	94,198,717.52	486,804,522.38	2,520,421.33	34,942.92	0.1%	41,528,592.00	2,185,715.37	35,689,927.33	1,768,645.73	1,768,645.73	5.0%
2020 - Mar	476	60,799.24	1.31	93	6.9%	28,940,439.63	42,189,059.57	55,116,974.54	478,940,624.39	3,471,928.32	(275,770.90)	-1.0%	41,636,586.48	1,892,572.11	38,600,651.12	3,349,551.51	3,349,551.51	8.6%
2020 - Apr	92	122,980.11	1.34	88	8.0%	11,231,369.75	27,277,893.61	33,745,378.17	412,669,652.16	39,588,501.59	4,565,356.67	40.6%	29,155,289.98	1,325,240.45	25,509,683.25	2,037,300.66	2,037,300.66	8.0%
2020 - May	250	48,416.34	1.33	85	8.0%	12,104,083.89	17,485,968.95	22,882,422.29	400,221,204.89	2,203,312.74	514,491.01	5.1%	27,500,491.83	1,375,024.59	23,377,450.34	711,554.10	711,554.10	3.0%
2020 - June	407	59,781.39	1.32	92	7.2%	24,331,025.68	37,524,490.25	46,395,307.03	402,382,550.85	1,940,496.65	570,429.30	2.3%	29,420,598.68	1,337,299.94	25,978,802.62	1,838,687.42	1,838,687.42	7.1%
<b>Total</b>	<b>16,692</b>	<b>\$3,765.78</b>	<b>1.33</b>	<b>107</b>	<b>6.5%</b>	<b>\$1,231,298,329.52</b>	<b>\$1,818,163,980.90</b>	<b>\$2,431,947,195.85</b>		<b>\$146,177,270.21</b>	<b>\$14,285,811.51</b>	<b>1.2%</b>	<b>\$1,257,834,762.35</b>		<b>\$ 1,021,331,341.19</b>	<b>\$57,691,265.91</b>	<b>\$57,691,265.91</b>	<b>5.6%</b>

CBSO Funding Analysis 01/01/16 - 06/30/20<sup>61</sup> **\$1,192,453,146.27** **\$ 973,407,265.64** **\$55,122,940.96** **5.7%**

*Just days before the Receivership Heskin lost a landmark case precluding him from filing frivolous lawsuits in Federal Court. Regardless of this decision the SEC still brought its case 6 days later and did not correct the record that Par's product was illegal.*

**EXHIBIT- SUNROOMS AMERICA DECISION**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

COMPLETE BUSINESS SOLUTIONS	:	CIVIL ACTION
GROUP, INC., d/b/a PAR Funding	:	
	:	
v.	:	
	:	
SUNROOMS AMERICA, INC., d/b/a	:	
Sunrooms America, d/b/a SRA Home	:	
Products, d/b/a SPA Home Products,	:	
d/b/a Sun Room America and	:	
MICHAEL FOTI, Guarantor	:	NO. 20-847

**MEMORANDUM OPINION**

Savage, J.

July 22, 2020

In this case removed from the state court, the issue is whether a confessed judgment that is not subject to a pending petition to strike or open at the time of removal is a final judgment for purposes of applying the *Rooker-Feldman* doctrine. We hold that a state court confessed judgment is a final judgment covered by the *Rooker-Feldman* doctrine whether or not a petition to strike or open has been filed in either state or federal court. Stated differently, unless the state court confessed judgment has been stricken or opened, it is a final judgment.

**Facts**

On January 16, 2020, Complete Business Solutions Group, Inc. (CBSG) obtained a confessed judgment against the defendants Sunrooms America, Inc. and Michael Foti in the Philadelphia Court of Common Pleas.<sup>1</sup> Instead of filing a petition to strike or open the confessed judgment, the defendants timely removed the action on the basis of

<sup>1</sup> Defs.' Notice of Removal at Ex. B (ECF No. 1). The underlying matter stems from the alleged breach of five factoring agreements. Under the agreements, Sunrooms sold CBSG future receivables, and Foti was Sunrooms' guarantor. *Id.* at Ex. A.

diversity jurisdiction.<sup>2</sup> Eleven days later, CBSG filed a motion to remand.<sup>3</sup> The defendants then filed a petition to strike or open the confessed judgment.<sup>4</sup>

Invoking the *Rooker-Feldman* doctrine, CBSG moves to remand. It contends that a confessed judgment unchallenged in state court prior to removal is a final adjudication over which the federal court has no jurisdiction.<sup>5</sup> It argues that the subsequent filing of a petition to strike or open cannot retroactively confer jurisdiction, which is evaluated at the time of removal.<sup>6</sup> The defendants respond that the *Rooker-Feldman* doctrine does not apply "because the entry of a confession of judgment is a mere ministerial task and not an adjudication on the merits."<sup>7</sup> They contend that a confessed judgment is not a final adjudication until the time to challenge it has passed, and that "the clock has not even started ticking" in this case due to alleged service defects with the underlying confessed judgment.<sup>8</sup>

### Analysis

#### *Rooker-Feldman Doctrine*

The *Rooker-Feldman* doctrine bars a federal court from entertaining "cases brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments." *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*,

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<sup>2</sup> *Id.* at 4-6.

<sup>3</sup> Pl.'s Mot. to Remand (ECF No. 4).

<sup>4</sup> Defs.' Pet. to Strike or Open Confessed Judgment (ECF No. 12).

<sup>5</sup> Pl.'s Memo. in Supp. of Mot. to Remand at 5-6 (ECF No. 4-1).

<sup>6</sup> Pl.'s Reply to Defs.' Opp. to Pl.'s Mot. to Remand at 6-7 (ECF No. 13).

<sup>7</sup> Defs.' Memo. in Opp. to Pl.'s Mot. to Remand at 2 (ECF No. 10).

<sup>8</sup> *Id.* at 4, 6.

544 U.S. 280, 284 (2005). A federal district court lacks subject matter jurisdiction over an action in the nature of an appeal seeking to reverse a state court decision.

The *Rooker-Feldman* doctrine applies where: (1) the party invoking federal jurisdiction lost in state court; (2) the party complains of injuries caused by the state court judgment; (3) the judgment was entered before the federal action was filed; and (4) the party seeks federal review and rejection of the state court judgment. *Great W. Mining & Mineral Co. v. Fox Rothschild LLP*, 615 F.3d 159, 166 (3d Cir. 2010) (citing *Exxon Mobil*, 544 U.S. at 284). The defendants complain of the entry of the confessed judgment before they removed the case, satisfying the second and third requirements. By filing a petition to strike or open the judgment, they are seeking federal review and rejection of the state court judgment, thus satisfying the fourth element. The only requirement at issue is the first – whether there was a judgment rendering the defendants losers in state court.

Both sides appear to agree that a state court confessed judgment is not a final judgment for purposes of the *Rooker-Feldman* bar if a petition to strike or open is pending in the state court at the time of removal. They differ on whether *Rooker-Feldman* applies where a petition is filed after removal. CBSG argues that as long as the judgment remains unchallenged in state court, the case is not removable because federal review is precluded by the *Rooker-Feldman* doctrine. The defendants contend that a petition need not be filed in state court, but may be filed in federal court after removal “because a confession of judgment is a mere ministerial task and not an adjudication on the merits.”<sup>9</sup>

Courts that have addressed the issue have drawn a distinction between removal prior to the filing of a petition to strike or open and removal after. One court has held that

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<sup>9</sup> *Id.* at 2.

the state court action cannot be removed unless there is a pending petition. See *S & T Bank v. Zokaites*, No. 10-1748, 2011 WL 1298171, at \*1 (W.D. Pa. Mar. 31, 2011). Another court has decided that the action can be removed even if there is no petition pending in the state court as long as it was removed within 30 days of service of the complaint and the judgment upon the defendant. *Rait P'ship, L.P. v. Nathan*, No. 10-cv-7146, 2012 WL 488253 (E.D. Pa. Feb. 14, 2012).<sup>10</sup>

There is no basis for this distinction. Although we agree with the result in *S & T Bank*, we reach our decision for different reasons.

We conclude that a confessed judgment that has not been stricken or opened remains a final state court judgment whether or not there is a pending motion to strike or open it. No Pennsylvania court has held otherwise. Indeed, the Pennsylvania Rules of Civil Procedure provide that a confessed judgment is enforceable at the time it is entered.

Rule 2959 sets forth the procedure for obtaining relief from a judgment by confession. Relief may be sought by petition filed within 30 days of service on the defendant of the praecipe for writ of execution and the confessed judgment. PA. R. CIV. P. 2959(a)(1), (3), 2956.1(c)(2)(1), 2958.1. Although not required to do so, a court may stay the proceedings while a petition is pending. PA. R. CIV. P. 2959(b).

Rule 2959 makes clear that the judgment remains in full force and effect even while a petition to strike or open is pending. The Rule provides that "the lien of judgment or of

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<sup>10</sup> In *First Commonwealth Bank v. Fresh Harvest River, LLC*, the court cited *Rait* for the proposition that "a confessed judgment, on its own, is not a final judgment until the time to challenge it has passed." No. 3:10-231, 2012 WL 1982537, at \*1 (W.D. Pa. June 1, 2012). It attempted to distinguish *S&T Bank* on the grounds that the defendant "never filed any responsive pleading to the confessed judgment in state court prior to removal." *Id.* at \*2. However, *First Commonwealth Bank* is consistent with *S & T Bank's* holding because the defendant filed a petition to strike or open the confessed judgment in state court prior to removal. *Id.* at \*1. We could not find, and the parties did not cite, any other cases addressing whether the filing of a petition to strike or open a confessed judgment renders it not final under the *Rooker-Feldman* doctrine.

any levy or attachment shall be preserved while the proceedings to strike or open the judgment are pending." PA. R. CIV. P. 2959(f). Lest there be any doubt, the explanatory notes make it explicit. Advising that a pending petition does not impair the lien of judgment even though a court may stay the proceedings, the notes state, "the mere filing of a petition to open or strike a judgment does not affect the lien of judgment or of any execution, subject, of course, to the power of the court to stay execution pending decision on the petition." PA. R. CIV. P. 2959(f) explanatory comment to 1979 amendment. See also *Macioce v. Glinatis*, 522 A.2d 94, 96 (Pa. Super. Ct. 1987) ("While the trial court may stay execution pending the decision on the petition to open, the filing of the petition to open judgment does not impair the lien of the judgment."). Thus, considering the Pennsylvania procedural framework and precedent, we hold that unless the confessed judgment has been stricken or opened in state court, it is a final judgment for purposes of the *Rooker-Feldman* doctrine.

The parties cite three cases where district courts have held that where a petition to strike or open has been filed, a confessed judgment is not a final adjudication for purposes of the *Rooker-Feldman* doctrine. See *First Commw. Bank*, 2012 WL 1982537, at \*1 (quoting *Riverside Mem'l Mausoleum, Inc. v. UMET Tr.*, 581 F.2d 62, 67 (3d Cir. 1978)) (additional citations omitted) (after filing of state court petition to strike and/or open, "the litigation bec[ame] an adjudication upon the merits of the defenses raised"—and therefore not a final judgment"); *Rait Partnership, L.P.*, 2012 WL 488253, at \*1 (a confessed judgment "is not final until the time to challenge it has passed," and the petition may be filed in federal court); *S & T Bank*, 2011 WL 1298171, at \*1 (a confessed judgment

is no longer final if a petition to strike or open it is timely filed in state court) (citing *Riverside Mem'l Mausoleum, Inc.*, 581 F.2d at 67).

Both *First Commonwealth Bank* and *S & T Bank* cite *Riverside* in support of their conclusion that a petition to strike or open filed in federal court renders a confessed judgment "not final" for *Rooker-Feldman* purposes. *Riverside* does not support that conclusion. Quoting Rule 2959(e), the court observed that "[t]estimony, depositions, admissions or other evidence may be produced and 'if evidence is produced which in a jury trial would require the issues to be submitted to the jury, the court shall open the judgment.'" *Riverside Mem'l Mausoleum, Inc.*, 581 F.2d at 67. The *Riverside* court explained that this proceeding is "an adversary proceeding in which there is an adjudication upon the merits of the defenses raised" – the language quoted by *First Commonwealth Bank* and apparently relied upon by *S & T Bank*. *Id.* See also *First Commw. Bank*, 2012 WL 1982537, at \*1; *S & T Bank*, 2011 WL 1298171, at \*1. However, the court was clearly referring to the nature of the proceeding to open the judgment itself. *Riverside Mem'l Mausoleum, Inc.*, 581 F.2d at 67. It did not address the effect of a petition to strike or open on the enforceability or finality of the confessed judgment for purposes of application of the *Rooker-Feldman* doctrine.

The defendants' reliance on *Rait* is misplaced. In that case, after the defendant removed the confessed judgment action to federal court, it filed a petition to strike or open, which the court denied. 2012 WL 488253, at \*1. The defendant then filed a motion to remand, inconsistently claiming that the court lacked jurisdiction under the *Rooker-Feldman* doctrine because the state court confessed judgment was a final judgment. *Id.* The court found the doctrine did not apply "because there is no state court adjudication

when a confessed judgment is entered based solely on the filing of the complaint. The entry of judgment by confession is a ministerial act—not an adjudication.” *Id.*

Aside from a single citation to a case setting forth the elements of the *Rooker-Feldman* doctrine, the *Rait* court’s analysis of the applicability of that doctrine cited no legal authority. See *generally* 2012 WL 488253. On the contrary, its conclusion that a confessed judgment may not serve as the basis for application of the *Rooker-Feldman* doctrine conflicts with prior holdings of this court and others. See *Harley v. AMC Patriot LN IV B LLC*, 2018 WL 558462, at \*3 (E.D. Pa. Jan. 25, 2018); see also *Schraven v. Phelan Hallinan Diamond & Jones, LLP*, No. 15-3397, 2016 WL 374729, at \*2 (E.D. Pa. Feb. 1, 2016) (“As a starting point, the *Rooker-Feldman* doctrine applies to all judgments by a state court, including . . . judgments by confession. . . . [C]onfessed judgments are treated by federal courts as judgments on the merits.”) (citations omitted); *Stoss v. Singer Fin. Corp.*, 2010 WL 678115, at \*4 (E.D. Pa. Feb. 24, 2010); *Flannery v. Mid-Penn Bank*, No. 08–0685, 2008 WL 5113437, at \*5 (M.D. Pa. Dec. 3, 2008).

The defendants also contend the confessed judgment is not final because “the time limit to file a petition has not passed” due to defects with service of the judgment.<sup>11</sup> They contend that if we remand this matter, they could simply refile their petition to strike or open in state court and again remove the matter to this court.<sup>12</sup> They are wrong. Filing a petition before removal will not affect the lien of the confessed judgment, which will remain a final judgment unless and until it is stricken or opened. In that case, it will still be a judgment for purposes of the *Rooker-Feldman* doctrine.

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<sup>11</sup> Defs.’ Memo. in Opp. to Pl.’s Mot. to Remand at 5-7 (ECF No. 10).

<sup>12</sup> *Id.* at 5.

#### *Attorney's Fees*

In its motion, CBSG, pursuant to 28 U.S.C. § 1447(c), requests attorney's fees incurred in opposing removal.<sup>13</sup> The defendants respond that an award of attorney's fees would be improper because they had an objectively reasonable basis for seeking removal.<sup>14</sup>

"[C]ourts may award attorney's fees under § 1447(c) only where the removing party lacked an objectively reasonable basis for seeking removal." *Martin v. Franklin Cap. Corp.*, 546 U.S. 132, 141 (2005). District courts exercise discretion in light of the objectives of § 1447(c)—to discourage the use of removals as a means of prolonging litigation and imposing costs on the plaintiff while generally allowing litigants the right of removal. *Id.* at 140-41.

The defendants relied upon *Rait*. See 2012 WL 488253, at \*1 ("the *Rooker-Feldman* doctrine is not applicable in this case because there is no state court adjudication when a confessed judgment is entered solely on the filing of the complaint"). Although we do not agree with *Rait*, it was not unreasonable for the defendants to rely on it to support removal. Therefore, we shall deny the request for fees.

#### **Conclusion**

Because the *Rooker-Feldman* doctrine precludes our exercising jurisdiction, we shall grant CBSG's motion to remand this action to the Court of Common Pleas of Philadelphia County. We decline to award CBSG attorney's fees incurred in litigating this motion.

---

<sup>13</sup> Pl.'s Mot. to Remand at 6-7 (ECF No. 4).

<sup>14</sup> Defs.' Memo. in Opp. to Pl.'s Mot. to Remand at 7 (ECF No. 10).

In doing so, Heskin directly obstructed Par's Right to Receive (RTR) the very receivables it had legally purchased. He traded legitimate contract law for a contingency-fee-driven fantasy. If Heskin thought that the product was usurious and fraudulent, why would he try to negotiate settlement with Par's in house counsel? Heskin needed a pay day!

Par's in-house counsel, Pete Mulcahy, Brett Berman, and John Hartley all knew for a long time that Heskin was treacherous and violating rules.

**EXHIBIT- EMAIL BETWEEN PAR'S IN HOUSE COUNSEL AND HESKIN ON 11/4/2019 REGARDING FUNTIME LLC (A LYING MERCHANT DECLARANT)**

**From:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>

**Sent:** Monday, November 4, 2019 3:42 PM

**To:** 'Heskin, Shane' <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>; John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>

**Cc:** 'Wells, Stuart' <[Wellss@whiteandwilliams.com](mailto:Wellss@whiteandwilliams.com)>

**Subject:** RE: Funtime LLC Payoff

Shane,

We are willing to take what we are owed, which is the payoff amount of \$187,742.41.

As far as settling this or any other claim with you, you have sued us and are trying to get a class certified. In essence, you are trying to put us out of business. What logical sense would it make for us to negotiate deals with you? As long as you continue to litigate these frivolous matters against us, we are not negotiating with you.

Peter J. Mulcahy  
General Counsel



Par Funding  
20 N. 3<sup>rd</sup> Street  
Philadelphia, PA 19106  
215-922-2636 Ext 1019  
Email: [pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)

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**From:** Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>  
**Sent:** Monday, November 4, 2019 3:29 PM  
**To:** John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>  
**Cc:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>; Wells, Stuart <[Wellss@whiteandwilliams.com](mailto:Wellss@whiteandwilliams.com)>  
**Subject:** RE: Funtime LLC Payoff

John,

You are respectfully incorrect on that. We can provide you the rule and case law. The rules were specifically amended to require notice in light of the Third Circuit's holding that executing on a judgment without notice violates the due process clause.

In the interim, please get back to me on the settlement offer.

Thanks!  
-Shane

---

**From:** John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>  
**Date:** Monday, Nov 04, 2019, 3:15 PM  
**To:** Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>  
**Cc:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>  
**Subject:** RE: Funtime LLC Payoff

**CAUTION:** This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

Shane,

You are incorrect as to Pennsylvania procedure. Rule 2958.3 allows the Sheriff to execute on a judgment on a bank account without providing notice.

---

**From:** Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>  
**Sent:** Monday, November 4, 2019 3:09 PM  
**To:** John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>  
**Cc:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>  
**Subject:** RE: Funtime LLC Payoff

John,

We can settle this for \$50k. Client can pay \$20k upon release of bank levies, and \$1500 per month until the remainder is paid.

I will note that this is a very bad claim for CBSG and if we have to bring this before Judge Sanchez we will get fees and possibly sanctions. CBSG violated the PA rules, as well as Third Circuit precedent by failing to provide notice of the judgment before executing on it. As a direct result, the client has defaulted on various obligations with third parties.

Please get back to me ASAP.

Thanks!  
-Shane

---

**From:** John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>

---

**Date:** Monday, Nov 04, 2019, 11:29 AM

**To:** Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>

**Cc:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>

**Subject:** Funtime LLC Payoff

**CAUTION:** This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

Shane:

The payoff would be the amount of the Confessed Judgment, \$187,135.55, minus the \$650.00 domestication fee (which we have not yet incurred, plus interest at 6% apr from September 24, 2019. The adjusted COJ is \$186,485.55, plus \$1256.86 in interest. For a total of \$187,742.41.

John P. Hartley

Attorney

Complete Business Solutions Group, Inc.

d/b/a Par Funding

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

Direct Dial: 559-823-5831

Email: [jhartley@parfunding.com](mailto:jhartley@parfunding.com)

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**EXHIBIT- EMAIL BETWEEN PAR'S IN HOUSE COUNSEL AND HESKIN ON 3/27/2017 REGARDING MCNIDER MARINE (A LYING MERCHANT DECLARANT)**

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**From:** NORMAN VALZ <NVALZ@msn.com>  
**To:** Joe Macki <joe@parfunding.com>, Ken Calcagnini <ken@parfunding.com>, "Lucia Marianni" <lucia@parfunding.com>  
**Subject:** Fw: LEGAL ACTION - JOHN BRUCE McNIDER -McNIDER MARINE [WW-PHLDMS1.FID3867867]  
**Sent:** Mon, 27 Mar 2017 22:29:54 +0000  
[18670635\\_1.pdf](#)

Okay, I am totally livid. This same fellow who (I thought) was only doing a "one time deal" with Liner Tires in Massachusetts is now trying to do the EXACT same thing in Alabama with McNider. Meanwhile, I researched McNider with the Alabama Secretary of State and found that he has a pending application to set up a new Company called "McNider Marine and Power Sports, LLC". My recommendation is that I file a full Complaint (not COJ ) against McNider and also his new company for fraudulent transfer. That I file it a.s.a.p. tomorrow or Wednesday at the latest. That we fight the case in Alabama if necessary before we get more of these from White and Williams. I am not even sure if Heskins is doing this on the side or not. I am skeptical as White and Williams isn't entrepreneurial.

Norm

---

**From:** Heskin, Shane <heskins@whiteandwilliams.com>  
**Sent:** Monday, March 27, 2017 6:08 PM  
**To:** NORMAN VALZ  
**Subject:** RE: LEGAL ACTION - JOHN BRUCE McNIDER -McNIDER MARINE [WW-PHLDMS1.FID3867867]

Norm,

Can you get your client to cease and desist his collections efforts ASAP? I do not want to have to add CBSG to the attached draft complaint. I left your client out of current draft because I thought we were going to try and work this out amicably.

With that said, I do not want to mislead you. I am not sure how much this guy can actually pay. It sounds like a really bad situation. Even when his business was running at its peak, he was clearing about \$100k. Now that he lost his line of credit, he can barely make payroll. Maybe we can work out a graduated payment plan that increases as his business improves, i.e., you take a specific amount of his profits each month.

I am around tomorrow if you want to discuss.

Thanks,  
-Shane

**EXHIBIT -1/14/2020 EMAIL BETWEEN PAR'S IN HOUSE COUNSEL REGARDING HESKIN'S TACTICAL PLOY AND ABUSE OF PROCESS**

**From:** Pete Mulcahy <pmulcahy@parfunding.com>  
**Sent:** Tuesday, January 14, 2020 9:41 AM  
**To:** Berman, Brett <BBerman@foxrothschild.com>  
**Cc:** John P. Hartley <JHartley@parfunding.com>  
**Subject:** [EXT] FW: Payment of the AAA Emergency Arbitrator Fee

Hi Brett,

I am having an issue with this and would like to know what you think.

We just paid the arbitration fees of \$7,700.00 as our contract says all disputes go to arbitration and we will pay the fees. Heskin requested an emergency hearing and the arbitrator obliged and we prepared for the emergency hearing. At the last minute he withdrew the request as there was no emergency. The ploy amounted to nothing more than a abuse of the process by Heskin. The AAA has just sent us the attached invoice for an additional \$3,120.00 for the emergency arbitrator's compensation. It galls me the emergency arbitrator is charging \$3,120.00 for services that were never required or provided, all because of Heskin's games. John is suggesting paying the fee under protest and reserving the right to ask the appointed arbitrator to consider making Funtime reimburse us. Personally, I think if we pay it, the horse is out of the barn and we will never see it back. They are just going to say, well it's in the contract and you already paid it, so what's the next issue.

As this was a tactical ploy by Heskin and not Funtime, I want to send him the bill and tell him it is his because of his "emergency" and then his withdrawal, the fee was incurred. I'm sure he will fight it and he can then bring it all to the arbitrator. If we then have to pay it so be it, but I do not want to make his life easy.

Thoughts?

Peter J. Mulcahy

The SEC performed zero independent investigation. They were so desperate to take down Joe LaForte that they blew through every stop sign. They ignored 17,000 successful client advances and relied exclusively on 14 individuals—all represented by Heskin—who, as shown in the "Perjurious Prosecution" piece, provided false statements. The SEC took the word of a "scorned loser" and 14 debtors to destroy a company built on thousands of successful deals.

**EXHIBIT: EMAIL BETWEEN PAR IN HOUSE COUNSEL REGARDING HESKIN RECENT CASE LOSSES AND HIS CHALLENGES TO CONFESSED JUDGEMENTS**

---

**From:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>  
**Sent:** Wednesday, February 5, 2020 5:26 PM  
**To:** Berman, Brett <[BBerman@foxrothschild.com](mailto:BBerman@foxrothschild.com)>; Joe Mack <[joe@parfunding.com](mailto:joe@parfunding.com)>  
**Cc:** Joe Cole <[joecole@parfunding.com](mailto:joecole@parfunding.com)>; John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>  
**Subject:** FW: Very Recent Heskins Losses

Shane had a tough week last week. He lost three Appellate decisions in NY against Funding companies and his challenges to Confessed Judgments.

*QFC v. Iron Centurian* – The trial court erred in vacating a judgment by confession on a theory of usury. Trial court decision was reversed unanimously. <http://www.nycourts.gov/courts/AD2/Handdowns/2020/Decisions/D59993.pdf>

QFC was represented on appeal by Stein Adler Dabah & Zelkowitz, LLP. Iron Centurian was represented by Amos Weinberg.

*Merchant Funding Services, LLC v. Volunteer Pharmacy* – The trial court erred in vacating a judgment by confession on theory of usury. Trial court decision was reversed unanimously. <http://www.nycourts.gov/courts/AD2/Handdowns/2020/Decisions/D59997.pdf>. Merchant Funding Service was represented on appeal by Proskauer Rose. Volunteer Pharmacy was represented by Amos Weinberg and Shane Heskin.

*Merchant Funding Services, LLC v. Micromanos Corp.* – The trial court correctly held that the judgment by confession could not be challenged on a mere post-judgment motion where Defendants argued the agreement was a usurious loan. Trial court decision affirmed unanimously. <http://www.nycourts.gov/courts/AD2/Handdowns/2020/Decisions/D59990.pdf>. Merchant Funding Services, LLC was represented on appeal by Stein Adler Dabah & Zelkowitz, LLP. Micromanos was represented by Amos Weinberg and Shane Heskin.

Peter J. Mulcahy  
General Counsel



Par Funding  
20 N. 3<sup>rd</sup> Street  
Philadelphia, PA 19106  
215-922-2636 Ext 1019

---

**From:** Pete Mulcahy <[pmulcahy@parfunding.com](mailto:pmulcahy@parfunding.com)>

**Sent:** Wednesday, February 5, 2020 5:26 PM

**To:** Berman, Brett <[BBerman@foxrothschild.com](mailto:BBerman@foxrothschild.com)>; Joe Mack <[joe@parfunding.com](mailto:joe@parfunding.com)>

**Cc:** Joe Cole <[joecole@parfunding.com](mailto:joecole@parfunding.com)>; John P. Hartley <[jhartley@parfunding.com](mailto:jhartley@parfunding.com)>

**Subject:** FW: Very Recent Heskins Losses

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Peter J. Mulcahy  
General Counsel



Par Funding  
20 N. 3<sup>rd</sup> Street  
Philadelphia, PA 19106  
215-922-2636 Ext 1019

**EXHIBIT- EMAIL FROM KARA DIPIETRO AT HMC (A LYING MERCHANT/HESKIN DECLARANT) TO THE SEC INVESTIGATOR, LINDA SCHMIDT, AND THE RECEIVERSHIP. DIPIETRO IS EXPRESSING HER ANGER AND DISAPPOINTMENT BECAUSE HESKIN PROMISED IF DIPIETRO LIED, SHE WOULD BE REWARDED NOT TO PAY BACK PAR FUNDING THE \$14 MILLION SHE OWED IN ADVANCES! BUT THE RECEIVER TREATED HER AS ANY OTHER MERCHANT COLLECTING WHAT WAS DUE. DIPIETRO AND HESKIN WERE SCHEMING AND ACTING AS INVESTIGATIVE BODIES TO BRING THIS CASE AGAINST PAR HOPING FOR A BIG PAY DAY! DIPIETRO THOUGHT SHE WOULD BE COMPENSATED AND HAVE HER \$14 MILLION DEBT WASHED AWAY FOR LYING!!! BUT THE RECEIVER WENT AFTER HER TOO.**

**To:** Schmidt, Linda S.[SCHMIDTLS@SEC.GOV]  
**From:** Kara DiPietro  
**Sent:** 2021-06-17T16:03:29-04:00  
**Importance:** Normal  
**Subject:** FW: URGENT FW: 06-16-2021 Re: DEFAULT NOTICE  
**Received:** 2021-06-17T16:04:30-04:00

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Speechless. Less than a class act I'd say.

**From:** Kara DiPietro  
**Sent:** Thursday, June 17, 2021 4:01 PM  
**To:** Daniel J. Stermer <DStermer@DSIConsulting.com>; Shane Heskin (heskins@whiteandwilliams.com) <heskins@whiteandwilliams.com>  
**Cc:** Gaetan J. Alfano (GJA@PIETRAGALLO.com) <GJA@PIETRAGALLO.com>; Ryan K. Stumphauzer - Stumphauzer Foslid Sloman Ross & Kolaya, PLLC (rstumphauzer@sflaw.com) <rstumphauzer@sflaw.com>; Timothy Kolaya (tkolaya@sflaw.com) <tkolaya@sflaw.com>; Yale Bogen <YBogen@DSIConsulting.com>  
**Subject:** RE: URGENT FW: 06-16-2021 Re: DEFAULT NOTICE

After everything we have been through how you can send such deceiving email? Without a real name, without contact information??? What a terrible way to do business.

**From:** Daniel J. Stermer <DStermer@DSIConsulting.com>  
**Sent:** Thursday, June 17, 2021 3:45 PM  
**To:** Kara DiPietro <k.dipietro@hmcoinc.com>; Shane Heskin (heskins@whiteandwilliams.com) <heskins@whiteandwilliams.com>  
**Cc:** Daniel J. Stermer <DStermer@DSIConsulting.com>; Gaetan J. Alfano (GJA@PIETRAGALLO.com) <GJA@PIETRAGALLO.com>; Ryan K. Stumphauzer - Stumphauzer Foslid Sloman Ross & Kolaya, PLLC (rstumphauzer@sflaw.com) <rstumphauzer@sflaw.com>; Timothy Kolaya (tkolaya@sflaw.com) <tkolaya@sflaw.com>; Yale Bogen <YBogen@DSIConsulting.com>  
**Subject:** RE: URGENT FW: 06-16-2021 Re: DEFAULT NOTICE

Ms. DiPietro – Good Thursday Afternoon and your communication to Gaetan Alfano was forwarded to me – I was just made aware of the communication sent by Ms. Mahon earlier today.

I apologize for the contact made earlier today and am ensuring right now that we have updated your Account designation and understand that you are represented by Mr. Heskin, who is copied on this response.

Going forward, you will not receive any further Collection communications regarding your Account and I will communicate directly with Mr. Heskin about it, unless/until he/you advise otherwise.

If you have any questions please contact me at your earliest. . .

Daniel J. Stermer  
Managing Director  
Development Specialists, Inc.  
500 W. Cyress Creek Road, Suite 400  
Fort Lauderdale, Florida 33309

T: 305-374-2717  
F: 305-374-2718  
C: 954-205-9195  
E: [DStermer@DSIConsulting.com](mailto:DStermer@DSIConsulting.com)  
W: [www.DSIConsulting.com](http://www.DSIConsulting.com)

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*Any incoming reply to this email communication or other email communication to us will be filtered for "spam" and/or "viruses." That filtering process may result in such reply or other email communication to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other email communications tons and/or that we will receive same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means in addition to and/or other than email.*

**From:** Kara DiPietro <k.dipietro@hmcoinc.com>  
**Date:** June 17, 2021 at 3:26:27 PM EDT  
**To:** "Gaetan J. Alfano" <GJA@pietragallos.com>  
**Cc:** "Heskin, Shane" <heskins@whiteandwilliams.com>  
**Subject:** URGENT FW: 06-16-2021 Re: DEFAULT NOTICE

?

Dear Mr. Alfano -Shane Heskin is my representation, he is copied. Please see below and immediately let me know if this was sent on behalf of the Par Funding Receivership.

Thank you,  
Kara DiPietro

**From:** Lindsey Mahon <lmahon@parfunding.com>  
**Sent:** Thursday, June 17, 2021 1:53 PM  
**To:** Kara DiPietro <k.dipietro@hmcoinc.com>  
**Subject:** DEFAULT NOTICE

Good afternoon,

We have reached out to you on multiple occasions in the past, but still this account remains in contractual default. Accordingly, this letter will serve as final notice before we turn the matter over to our legal department.

There has been no remittance of our receivable(s). We have not received any information indicating the business is no longer operating. Regardless, as per the personal guaranty signed by you, you are legally liable for the account receivables of the business, which are the legal property of CBSG.

We are prepared to enforce our rights and remedies by suit in equity or by action at law and/ or both according to the terms and conditions of your contract. We may also file a UCC pursuant to the agreed upon terms and conditions of the underlying contract. We will exercise all rights, powers, and remedies available to

recoup all monies currently due, along with any and all accrued fees and ongoing legal expenses.

You must contact this office immediately to avoid said legal action.

Time is of the essence and we ask you guide yourself accordingly.

Thank you,

Lindsey M.  
Full Spectrum Processing - CBSG Receivership

## **The Heskin "Victim" Delusion & Legal Obstruction - and his own criminal sentencing transcripts he tried to hide from the world!**

In the recent Black Star News piece, attorney Shane Heskin from White and Williams in Philadelphia, PA tries to frame defaulting merchants as "victims." This is a total fabrication. These merchants were not "looking for a way out" because they were being mistreated. They defaulted on their contracts, and Par Funding acted legally by filing UCC liens to protect its interests. It was only after these defaults that Heskin—acting like a classic ambulance chaser—approached them. Heskin used the UCC filings as a lead base to convince Par's merchants that they were "victims" of usurious and fraudulent contracts.

He did not find victims; he created them. He conned these merchants into believing they did not have to pay, pitching a "usury" theory that he had already lost in court over 25 times in cases like CBSG v. Sunrooms America.

**THE SEC ADOPTED HESKIN AS A DEFACTO PROSECUTOR AND BELIEVED HIM WITH NO DUE DILIGENCE! HESKIN HAS ALWAYS BEEN A LYING, SCHEMING, BOTTOM-FEEDING PREDATOR!**

**Just like Donald J. Trump, we leave no stone unturned. We report the truth! In Black Star News article on 2/13/2026, Heskin is quoted referring readers to the sentencing transcripts of Joe LaForte. So, we thought it would be great to read about Heskin's past criminal case!**

## EXHIBIT - LA TIMES ARTICLE – HESKIN WAS CONVICTED OF SEXUAL MISCONDUCT AND ENDANGERING THE WELFARE OF A CHILD.

**\*\*FULL DISCLOSURE: AFTER HESKIN'S CONVICTION THE CASE WAS EXPUNGED BECAUSE HIS FATHER IS A JUDGE.**



Los Angeles Times

LOG IN



ADVERTISEMENT

### Teen-Ager Sentenced to 2 Months in Jail for Videotaping Sexual Exploits

MAY 5, 1991 | 12 AM



ASSOCIATED PRESS

SOLVAY, N.Y. — A high school senior who secretly videotaped his sexual exploits with two teen-age girls was sentenced to 60 days in jail.

Solvay Village Justice Robert Smolinsky showed no sympathy last week when Shane Heskin, 18, told him a jail sentence and probation would force him to miss graduation ceremonies and ruin his chances of going to college in Minnesota.

“I’m troubled that I attend civic functions, and people feel the need to tell me that you are a bad person,” the judge told Heskin. “You’ve embarrassed us all. You’ve humiliated two young ladies.”

Smolinsky ordered Heskin to begin serving his time June 19, about four hours after his last school exam.

<https://www.latimes.com/archives/la-xpm-1991-05-05-mn-2003-story.html>

1/4

Heskin, a senior at Solvay High School, pleaded guilty March 27 to one count of sexual misconduct and two counts of endangering the welfare of a child. He videotaped separate sexual encounters with two girls, ages 15 and 16, at his mother's home in Solvay in suburban Syracuse.

Assistant Dist. Atty. Rick Trunfio said Heskin bragged about the tapes at school and showed them to friends.

In addition to the jail term, Heskin was put on three years' probation, and ordered to perform 100 hours of community service.

**EXHIBIT -ED HORNER PRIVATE INVESTIGATOR FOR REEHL INVESTIGATIONS, LLC DECLARATION**

**DECLARATION OF ED HORNER**

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Ed Horner. I am over twenty-one years of age and have personal knowledge of the matters set forth herein. I work as an investigator for a company by the name of Reehl Investigations, LLC ("Reehl") located in Marlton, New Jersey.

2. On November 21, 2019, at the request of a client of Reehl, I attended an investment seminar hosted by A Better Financial Plan in King of Prussia, Pennsylvania, and made a video and audio recording of the event. I saved the audio file recording for the entire presentation as the following files:

- a. MOV10005.mp4
- b. MOV10006.mp4
- c. MOV10007.mp4
- d. MOV10008.mp4
- e. MOV10009.mp4

- f. MOVI0010.mp4
- g. MOVI0011.mp4
- h. MOVI0012.mp
- i. MOVI0013.mp4
- j. MOVI0014.mp4

A true and correct copy of the recordings I made listed above is attached hereto as Exhibit "A."

3. Also attached hereto, as Exhibit "B," is a true and correct copy of a document I prepared concerning the event and the recording I made that evening. I noticed that at least 300 people attended this event.

4. I obtained marketing materials that were distributed at the investment seminar. A true and correct copy of the materials I received are attached hereto as Exhibit "C."

8 of the fund.

9 PERRY: Absolutely.

10 MR. VAGNOZZI: Again, we -- we write checks to  
11 them every two weeks for 3 to 10 million. So it's  
12 easier -- see the benefit to them? The benefit is this  
13 is a -- they don't have the -- in fact, the office to  
14 support so many investment (inaudible) -- but for them,  
15 they just deal with us. We deal with it. It's that  
16 simple, okay.

17 I want to introduce Joe LaForte. Come on up,  
18 Joe. I've known Joe -- again, because Joe has been -- I  
19 met him on the golf course, I referenced a few minutes  
20 ago.

21 I cannot tell you that -- you want to go down  
22 to their offices, they're not in some skyscraper in  
23 downtown Philly.

24 They are in a very modest office on Third  
25 Street -- Third and Market. How many employees

**THE CLIENT THAT MR. HORNER IS REFERRING TO IN HIS DECLARATION IS SHANE HESKIN. HESKIN HIRED A PRIVATE INVESTIGATOR TO GO TO A SEMINAR THAT JOE LAFORTE WOULD BE AT TO SECRETLY RECORD AND VIDEO HIM. THIS IS BIZARRE, OBSESSED, STALKER BEHAVIOR! HIS CHARACTER HAS NOT CHANGED SINCE HIGH SCHOOL WHEN HE SECRETLY VIDEOED CHILDREN!**

**SIDEBAR: JOE LAFORTE WAS CHARGED FOR NOT DISCLOSING HIS NAME TO INVESTORS.**

**HESKIN'S OWN SECRET TAPES AND EVIDENCE REVEAL THE TRUTH!**

**TO OUR READERS- IRONICALLY HESKIN'S SECRET EVIDENCE BACKFIRED BECAUSE HERE LAFORTE IS REVEALING WHO HE TRULY IS WHICH IS A MAIN COMPONENT OF THE CASE - NOT DISCLOSING HIS TRUE IDENTITY. HESKIN'S OWN EVIDENCE EXONERATES LAFORTE OF THAT EXACT CHARGE!**

**EXHIBIT -EMAIL BETWEEN HESKIN AND LINDA SCHMIDT, THE SEC INVESTIGATOR ON 5/14/20 (2.5 MONTHS BEFORE THE SEC CASE WAS BROUGHT AGAINST PAR FUNDING.)**

**HESKIN FORWARDED THE VIDEOS AND RECORDINGS TO SCHMIDT THAT ED HORNER PRIVATE INVESTIGATOR FOR REEHL INVESTIGATIONS, LLC HAD FROM THE EVENT THAT HESKIN SECRETLY HIRED HIM TO GO TO AND SPY ON LAFORTE.**

**To:** Schmidt, Linda S.[SCHMIDT@SEC.GOV]  
**From:** Heskin, Shane  
**Sent:** Thur 5/14/2020 5:39:57 PM  
**Subject:** FW: A better financial plan  
[IMG\\_20200207\\_0002.pdf](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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**From:** Ed Horner <[reehlinvestigations@gmail.com](mailto:reehlinvestigations@gmail.com)>  
**Date:** Friday, Feb 07, 2020, 6:44 PM  
**To:** Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>  
**Subject:** Re: A better financial plan

**CAUTION:** This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

Shit Shane, I'll resend it over the weekend. Don't know how that claim number got in there. I'll take it out and resend. Use this one and it's signed

Ed

On Fri, Feb 7, 2020 at 4:00 PM Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)> wrote:

Thanks!

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**From:** Ed Horner <[reehlinvestigations@gmail.com](mailto:reehlinvestigations@gmail.com)>  
**Date:** Friday, Feb 07, 2020, 3:40 PM  
**To:** Heskin, Shane <[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)>  
**Subject:** A better financial plan

Shane,  
Brief statement you requested.  
Thanks

Ed

### **The Bottom Line**

The government and Shane Heskin are not upset about the business—they are upset about the man. If the MCA model were truly a crime, the Receiver would be in handcuffs. Instead, he is in the office, using the court's power to enforce the very contracts the government claims are illegal. The "victim" is not the merchant who walked away with millions. The victim is the American entrepreneur who built a business, only to have the government seize it based on the word of an ambulance chaser and 14 perjurers. The Receiver made \$50 million in 5 years to run the same business they sentenced LaForte to 15.5 years for!