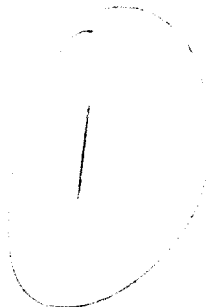


360
MMB



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

MANUFACTURERS AND TRADERS TRUST	:
COMPANY, SUCCESSOR BY MERGER TO	:
COURT SQUARE LEASING CORPORATION	:
	:
Plaintiff,	:
vs.	:
IFC CREDIT CORPORATION	:
	:
Defendant.	:

FILED
JUN 27 2018
 By _____
 Dep. Cler.
 Civil Action No.
09 2894

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, Manufacturers and Traders Trust Company, Successor by merger to Court Square Leasing Corporation through its undersigned attorneys, Lamm Rubenstone LLC, states the following Complaint in confession of judgment against the above-captioned Defendants:

1. Plaintiff, Manufacturers and Traders Trust Company, successor by merger to Court Square Leasing Corporation (hereinafter referred to as "M & T Bank") is registered to do business in the Commonwealth of Pennsylvania and maintains a principal place of business at Great Valley Corporate Center, 14 Great Valley Parkway, Suite 100, Malvern, Pennsylvania 19355.
2. Defendant, IFC Credit Corporation (hereinafter referred to as "IFC") is, upon information and belief, an Illinois corporation with a principal place of business known to M&T Bank at 8700 Waukegan Road, Suite 100, Morton Grove, Illinois.
3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.

§ 1332(a)(1), as the matter in controversy exceeds \$75,000 exclusive of costs and interest, and is between citizens of different states.

4. Venue is also proper in this Judicial District pursuant to 28 U.S.C. § 1391 (a)(1), in that a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

5. This is an action to confess judgment for damages arising out of Defendants' breach and default under a Settlement Agreement and Mutual Release.

6. On or about May 31, 2009, IFC executed and on or about June 3, 2009 delivered to M&T Bank a certain Settlement Agreement and Mutual Release (hereinafter referred to as the "Settlement Agreement"), which provides, *inter alia*, for the IFC's payment to M&T Bank of amounts due from the lessee IFC in the amount of \$518,843.53 plus interest, costs and attorney's fees as more particularly described therein. Due to the confidentiality clause in the Settlement Agreement, CSLC has not attached the Settlement Agreement pending this Court's decision regarding whether the Settlement Agreement may be filed under seal. At that point, a true and correct copy of the Settlement Agreement will be filed and attached hereto, incorporated herein and marked as Plaintiff's Exhibit "A."

7. The Settlement Agreement requires, among other things, that, in the week of June 1, 2009, IFC shall pay to Court Square Leasing Corporation the sum of \$35,000 and thereafter every two weeks the sum of \$25,000.00 until the Obligation due and owing to Court Square Leasing Corporation, plus all interest (at the M&T Bank Prime Rate plus 350 basis points, but not less than 6.5%), costs, fees and expenses are paid in full, the sum of \$25,000.00 USD shall be paid to Court Square Leasing Corporation via wire transfer to M & T Bank.

8. The Settlement Agreement specifically states that a “Default” under this agreement occurs upon failure by IFC to make any payment pursuant to the terms described in the Settlement Agreement.

9. IFC breached the terms and conditions of the Settlement Agreement and became in default thereof, *inter alia*, by reason of their failure to make the payments that were due under the agreement in June.

10. The Settlement Agreement contains a confession of judgment provision that has not yet been exercised and judgment thereon has not been entered in any jurisdiction.

11. IFC had full knowledge of the confession of judgment provision in the Settlement Agreement, and nevertheless signed the Settlement Agreement.

12. In accordance with the terms of the Settlement Agreement, IFC is obligated and liable to M&T Bank as follows:

(a) Remaining Lease Balance	\$518,483.53
(b) Interest (at default rate commencing 2/2009)	\$38,886.26
(c) Attorneys’ fees	<u>\$51,848.35</u>
TOTAL	\$609,218.14

13. In accordance with the Settlement Agreement, IFC is liable to M&T Bank for additional costs and actual counsel fees associated with the negotiation, drafting and enforcement of the Settlement Agreement plus interest at the M&T Bank Prime Rate plus 4.5% (but not less than 7.5%) or the highest rate permitted under applicable law from the date of default whichever is less. To date, M & T Bank has incurred attorney’s fees, legal expenses and costs in the amount of \$44,000.00 which amount shall increase as the instant action proceeds. See Settlement Agreement, page 3.

14. M&T Bank has not assigned its interests in the Settlement Agreement.

WHEREFORE, Manufacturers and Traders Trust Company, Successor by Merger to Court Square Leasing Corporation demands judgment under the Confession of Judgment provisions in its favor and against Defendant, IFC in the amount \$609,218.14, plus additional attorney's fees, costs, expenses, interest from the date of default, and such other relief as this Court deems just and proper.

Respectfully submitted,

LAMM RUBENSTONE LLC

By:  _____

Stephen Levin, Esquire
Attorney I.D. No. 19300
Deirdre M. Richards, Esquire
Attorney I.D. No. 57712
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053
(215) 638-9330
(215) 638-2867 - *Facsimile*
Attorneys for Plaintiff,
CoActiv Capital Partners, Inc.,

Dated: 6/26/07

WMB

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

FILED

JUN 27 2009

By: _____
Dep. Clk.

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

Civil Action No.

09 2894

**NOTICE OF FILING JUDGMENT
THIS NOTICE IS GIVEN IN ACCORDANCE WITH Pa.R.C.P. No. 236**

- (X) Notice is given that a judgment by confession in the above captioned matter has been entered against you in the amount of \$609,218.14.
- (X) Copies of all documents filed with the Clerk in support of the within judgment are enclosed.

CLERK OF COURT

Per: _____

By: _____
Deputy Clerk

If you have any questions concerning this judgment, please contact the following person:

Steve Levin, Esquire
Attorney I.D. No. 19300
Deirdre M. Richards, Esquire
Attorney ID No. 57712
Lamm Rubenstone LLC
3600 Horizon Boulevard, Suite 200
Trevose, PA 19053
(215) 638-9330
Attorneys for Plaintiffs

**INSTRUCTIONS REGARDING THE PROCEDURE
TO FOLLOW TO STRIKE THE JUDGMENT**

The following instructions to strike a judgment are provided in accordance with 42 Pa.C.S. § 2737.1.

In order to strike the judgment, you must file a motion to strike, pursuant to Federal Rule of Civil Procedure 60(b).

Rule 60(b) of the Federal Rules provides:

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, Etc. On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59 (b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order, or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in Title 28, U.S.C., § 1655, or to set aside a judgment for fraud upon the court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

Motions filed in the United States District Court for the Eastern District of Pennsylvania must comply the Local Rules of Civil Procedure. The relevant portion of Local Rule 7.1, regarding motions, provides:

- (a) Every motion shall be accompanied by a form of order which, if approved by the Court, would grant the relief sought by the motion. Every response in opposition to a motion shall be accompanied by a form of order which, if approved by the Court, will deny or amend the relief sought by the motion.
- (b) Every uncontested motion shall be accompanied by a certificate of counsel that such motion is uncontested.

- (c) Every motion not certified as uncontested, or not governed by Local Civil Rule 26.1(g), shall be accompanied by a brief containing a concise statement of the legal contentions and authorities relied upon in support of the motion. Unless the parties have agreed upon a different schedule and such agreement is approved under Local Civil Rule 7.4 and is set forth in the motion, or unless the Court directs otherwise, any party opposing the motion shall serve a brief in opposition, together with such answer or other response which may be appropriate, within fourteen (14) days after service of the motion and supporting brief. In the absence of timely response, the motion may be granted as uncontested except that a summary judgment motion, to which there has been no timely response, will be governed by Fed.R.Civ.P. 56(c). The Court may require or permit further briefs if appropriate.
- (d) Every motion not certified as uncontested shall be accompanied by a written statement as to the date and manner of service of the motion and supporting brief.
-
- (e) Any interested party may request oral argument on a motion. The Court may require oral argument, whether or not requested by a party. The Court may dispose of a motion without oral argument.

Although any motion to strike a judgment must be filed in accordance with the Federal Rules of Procedure, the law of the Commonwealth of Pennsylvania, including the substantive aspects of the Pennsylvania Rules of Civil Procedure shall govern.

Pursuant to Pennsylvania Rule of Civil Procedure 2959. If written notice is served upon you pursuant to Rule 2956.1(c) (2) or Rule 2973.1 (c), your motion to strike must be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a motion to strike not timely filed shall be denied.

If your motion to strike states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the motion the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

A party waives all defenses and objections which are not included in the motion to strike.

The motion to strike and the answer shall be served as provided Federal Rules of Civil Procedure.

The lien of the judgment of or any levy or attachment shall be preserved while the proceedings to strike off the judgment are pending.

MMB

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

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

FILED
JUN 27 2009
Dep. Clerk

Civil Action No.

08

2894

PRAECIPE FOR ENTRY OF JUDGMENT BY CONFESSION

TO THE CLERK OF THE COURT:

Kindly enter a judgment by confession in the above-captioned matter against the Defendant, IFC Credit Corporation, and assess damages in the amount of \$518,483.53, plus additional attorney's fees as they accrue, costs, expenses, interest from the date of default, as calculated as follows:

(a)	Remaining Lease Balance	\$518,483.53
(b)	Interest (at default rate commencing 2/2009)	\$38,886.26
(c)	Attorneys' fees	\$51,848.35
	TOTAL	\$609,218.14

LAMM RUBENSTONE LLC

By: Deirdre M. Richards
Stephen Levin, Esquire
Deirdre M. Richards, Esquire
Attorneys for Plaintiff

MB

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

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

FILED
JUN 27 2006
U.S. DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

Civil Action No.

09 2894

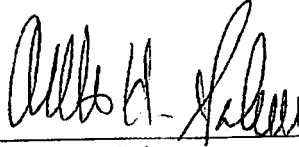
VERIFICATION OF ARTHUR H. SALMAN

I, Arthur H. Salman, Administrative Vice President and Deputy General Counsel, Manufacturers and Traders Trust Company ("M & T Bank"), hereby verify that:

1. I am an officer of M & T Bank. I have full knowledge of the information contained in the complaint of M&T Bank (the "Complaint") filed in the above-captioned action, and am authorized to make this affidavit in support thereof.

2. The matters set forth in the Complaint are true and correct to the best of my knowledge, information and belief; and that the Exhibits to be attached to the Complaint are true and correct copies of the originals.

3. I understand that the foregoing statements made by me are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification of authorities.

A handwritten signature in black ink, appearing to read "Arthur H. Salman", written over a horizontal line.

Arthur H. Salman
Administrative Vice President and Deputy
General Counsel, M & T Bank

M&T

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

FILED

JUN 27 2006

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

Civil Action No.

09 2894

By: [Signature]
Dep. Clerk

VERIFICATION OF ADDRESSES AND BUSINESS PURPOSE

I, Arthur H. Salman, Administrative Vice President and Deputy General

Counsel at M&T Bank, of full age, hereby verify that:

1. I am an officer of Manufacturers and Traders Trust Company ("M & T Bank") and I am authorized to make this affidavit on its behalf.
2. The address of Plaintiff is One M & T Plaza, 12th Floor, Buffalo, New York 14203.
3. The last known address of the Defendant, IFC Corporation is 8700 Waukegan Road, Suite 100 Morton Grove, Illinois.
4. The transaction represented by the Settlement Agreement to be attached to the Complaint in Confession of Judgment in this matter was a business transaction and not entered into for family, personal or household purposes.
5. I understand that the foregoing statements made by me are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification of authorities.

Arthur H. Salman

Arthur H. Salman
Administrative Vice President and Deputy
General Counsel

Sworn and subscribed to
before me this 26th
day of June, 2009

Sean D. Ronan

NOTARY PUBLIC

Sean D Ronan
Notary Public, State of New York
Qualified in Erie County
Commission Expires February 09, 2012

MMB

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

FILED

JUN 27 2009

By: _____
Dep. Cler.

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

Civil Action No.

09

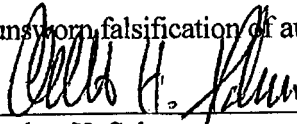
2894

AFFIDAVIT OF NON-MILITARY SERVICE

I, Arthur H. Salman, Esquire, Administrative Vice President and Deputy General Counsel, M&T Bank of full age, hereby verify that:

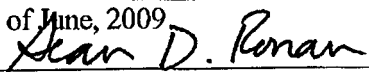
1. I am an officer of Manufacturers and Traders Trust Company and I am authorized to make this affidavit on its behalf.
2. To the best of my knowledge, information and belief, the above-named Defendant, IFC Corporation is not in or associated with the military or naval services of the United States or its allies or otherwise within the provisions of the Soldier's and Sailor's Civil Relief Act of 1940, as amended.
3. The above-named Defendant is not an infant.

4. I understand that the foregoing statements made by me are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification of authorities.



Arthur H. Salman
Administrative Vice President and Deputy
General Counsel, M&T Bank

Sworn and subscribed to
before me this 26th
day of June, 2009.



NOTARY PUBLIC

**Sean D Ronan
Notary Public, State of New York
Qualified in Erie County
Commission Expires February 09, 2012**

MIND

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

FILED

JUN 27 2009

By _____
Dep. Cler.

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

Civil Action No.

09 2894

VERIFICATION OF COUNSEL

I, Deirdre M. Richards, Esquire, hereby verify that I represent the Plaintiff in this action and that this is not an action by a seller, holder or assignee arising out of a retail installment sale, contract or account.

By: Deirdre M. Richards
Stephen Levin, Esquire
Deirdre M. Richards, Esquire

Dated: 6/26/09

MMB

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

FILED
JUN 26 2009
Dep. Cler.

MANUFACTURERS AND TRADERS TRUST
COMPANY, SUCCESSOR BY MERGER TO
COURT SQUARE LEASING CORPORATION

Plaintiff,

vs.

IFC CREDIT CORPORATION

Defendant.

Civil Action No.

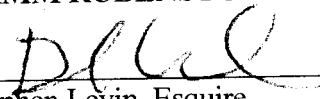
09 2894

ENTRY OF APPEARANCE TO CONFESS JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, true and correct copies of which will be attached as an Exhibit to the Complaint filed in this action (pending Court approval to file the Settlement Agreement under seal due to its Confidentiality Clause), I appear for the Defendant and confess judgment against it, in the amount of \$609,218.14, plus additional attorney's fees as they accrue, costs, expenses, interest from the date of default, and such other relief as this Court deems just and proper.

Submitted by:

LAMM RUBENSTONE LLC



Stephen Levin, Esquire
Deirdre M. Richards
Appearing as attorneys for
Defendants on the Confession

Dated: 6/26/09