

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**Case No. 20-CV-21964-Altonaga**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

TCA FUND MANAGEMENT  
GROUP, CORP.; *et. al.*

Defendants.

**OBJECTIONS AND RESPONSE IN OPPOSITION TO RECEIVER'S  
MOTION FOR APPROVAL OF DISTRIBUTION PLAN**

Interested Parties Paycation Travel, Inc., Xstream Travel, Inc. and David Manning (collectively the "Creditors") hereby object and respond to the Receiver's Creditor Claim Status Report (the "Report") as follows:

1. On May 11, 2020, the Securities and Exchange Commission ("SEC") filed a Complaint for Injunctive and Other Relief [ECF No. 1] (the "Complaint") in the United States District Court for the Southern District of Florida against Defendants TCA Fund Management Group Corp. ("FMGC") and TCA Global Credit Fund GP, Ltd. ("GP") (FMGC and GP are hereinafter referred to collectively as "Defendants") as well as Relief Defendants Feeder Fund LP, Feeder Fund Ltd., and the Master Fund. The SEC also filed an Expedited Motion for Appointment of Receiver (the "Motion for Appointment"). *See* ECF No. 3.

2. Jonathan E. Perlman is the Court-appointed Receiver (the "Receiver") over FMGC and GP as well as the Relief Defendants TCA Global Credit Fund, LP ("Feeder Fund LP"), TCA Global Credit Fund, Ltd. ("Feeder Fund Ltd.," and with Feeder Fund LP, "Feeder Funds"), TCA

Global Credit Master Fund, LP (the “Master Fund”) (Master Fund, together with Feeder Funds, are the “Funds”), and Receivership Entity TCA Global Lending Corp. (“Lending Corp”) (Defendants, the Funds, and Global Lending are hereinafter referred to collectively as the “Receivership Entities”), pursuant to this Court’s order appointing the Receiver. *See* ECF No. 5.

3. On March 17, 2023, the Receiver filed a Receiver’s Creditor Claim Status Report (the “Report”). *See* ECF No. 342.

4. In part V. B. (pp. 18-19) of the Report, Receiver stated that Creditors “failed to file a claim as a creditor by the Claims Bar Date,” that Creditor’s counsel were “specifically mailed the creditor proof of claim form,” and recommended that the “unfiled claim against the Receivership be disallowed and barred.” It is not clear to the Creditors whether the Receiver intended to treat the Report as a motion to bar Creditors’ claims.

5. Creditors disagree with Receiver’s statement and the Receiver’s request to disallow and bar Creditors’ claims.

6. Creditors filed their Original Petition against GP on August 15, 2016, in the 199<sup>th</sup> District Court in Collin County, Texas (the “Texas Litigation”). Receiver has been aware about the existence and the extent of Creditors’ claims in connection with the Texas Litigation since the time of his appointment.

7. Receiver has mentioned Creditors and their claims in every quarterly status report<sup>1</sup> filed in this matter. In the quarterly reports, Receiver acknowledged the Texas Litigation and the

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<sup>1</sup> Receiver’s First Quarterly Status Report filed on August 4, 2020 [ECF No. 48]; Receiver’s Second Quarterly Status Report filed on November 5, 2020 [ECF No. 70]; Receiver’s Third Quarterly Status Report filed on February 3, 2021 [ECF No. 108]; Receiver’s Fourth Quarterly Status Report filed on May 27, 2021 [ECF No. 141]; Receiver’s Fifth Quarterly Status Report filed on May 27, 2021 [ECF No. 141]; Receiver’s Sixth Quarterly Status Report filed on November 19, 2021 [ECF No. 190]; Receiver’s Seventh Quarterly Status Report filed on February 9, 2022 [ECF No. 203]; Receiver’s Eighth Quarterly Status Report filed on May 25, 2022 [ECF No. 258]; Receiver’s Ninth Quarterly Status Report filed on August 8, 2022 [ECF No. 286]; Receiver’s Tenth Quarterly Status Report filed on November 29, 2022 [ECF No. 319]; Receiver’s Eleventh Quarterly Status Report filed on February 13, 2023 [ECF No. 334].

\$1.5 million held in escrow with the Texas court.

8. On April 29, 2022, Creditors filed Objections to Receiver's Motion for Approval of Distribution Plan. *See* ECF No. 237. In the Objection, the Creditor's delineated their damages against Master Fund and FMGC were approximately \$10 million.

9. Creditors' counsel, Richard Cuccia, stated in open court at the hearing on July 11, 2022 that the Creditors' claim was for \$10,000,000.

10. At the hearing, Judge Altonaga ordered Creditors and the Receiver work in good faith in connection with the issues pending in the Texas Litigation as well as in connection with the stay in place for the Texas Litigation. Immediately after the hearing, the undersigned Counsel discussed Creditors' claim with Receiver's counsel at the Courthouse.

11. Later, the Receiver specifically mentioned its analysis of Creditors' claim in the Report as follows:

To date, the Receiver has identified twenty-seven unsecured creditor claims, although the allowable amount of those claims has not been determined. [ECF No. 208-6]. The total amount these creditors allege as their claims is \$2,207,235. In addition, one objector group (the "Manning-Paycation Group") objected to the distribution plan [ECF No. 237] asserting that they have unliquidated, consequential damages claims against Master Fund and FMGC arising from a Texas state lawsuit against a borrower to whom a Receivership Entity lent \$7.78 million. Master Fund asserted a counterclaim against the Manning-Paycation Group to collect on the defaulted creditor facility. Currently, the Texas state court registry holds \$1.5 million pending resolution of the matter. The Receiver has not yet been able to determine whether the Manning-Paycation Group's highly uncertain, unliquidated claim should be allowed in any amount.

*See* ECF No. 294 at ¶ 4.

12. In the fall of 2022, Creditors, responding to Receiver's request, shared with Receiver thousands of pages of documents related to Creditors' claims, including bank statements, correspondence, and other pertinent documents related to Creditors' claim.

13. On December 12, 2022, Receiver sent a subpoena to Creditors and scheduled a

deposition of David Manning and a corporate representative of Paycation for February 2, 2023, at 9:30 a.m. *See* Exhibit “A”. Creditors responded to the subpoena duces tecum and shared all documents responsive to Receiver’s subpoena via a Dropbox link sent by email to the Receiver’s counsel on February 1, 2023. The deposition was cancelled due to a purported scheduling conflict for the Receiver. As of the filing of this Motion, Receiver has not scheduled a new date for the deposition.

14. In February 2023, Receivers’ counsel asked for explanation regarding several bank accounts opened and managed in relation to Creditors’ claims. Creditors, to the best of their ability and knowledge, responded to that request.

15. Creditors have never received information concerning the Claims Bar Date directly from the Receiver and did not receive the proof of claim form (the “Proof of Claim Form”) via regular mail or electronic mail from the Receiver despite being in almost constant communication with the Receiver’s counsel in the fall and winter of 2022/2023.

16. On March 27, 2023, Creditors’ counsel asked Receiver’s counsel to forward a proof of mailing of the Proof of Claim Form to Creditors’ counsel’s offices. After the undersigned was forced to follow up, Receiver’s counsel responded on April 12, 2023 and presented copies of mailing labels and a printout of an internal expense manager report, but there are no certified mail receipts, tracking numbers, or email to Creditors or their counsel included in the production.

17. Further, as of the date of this Objection, the Proof of Claim Form has not been published on Receiver’s website at <https://tcafundreceivership.com/index.html>. *See* Exhibit “B”.

18. The Order approving the proposed creditor distribution plan issued on December 2, 2022 [ECF No. 322] did not specify that creditors who had already provided notice to the Receiver of their claim had to do so once again by completing a Proof of Claim Form. In fact, the Proof of

Claim Form was not referenced specifically in the December 2, 2022 Order.

19. Receiver's Motion for Approval of Creditor Distribution Plan and First Interim Distribution to Creditors does not impose a deadline to submit the Claim Form prior to the Claim Bar Date. Instead, the Motion simply seeks to establish a deadline for a claim to be made without any specificity as to the manner in which the Receiver must be notified of the claim. Specifically, the Motion states the following in connection with making a claim:

The Receiver respectfully requests the Court set a creditor claims bar deadline (the "Claims Bar Date") of sixty days from the date of any order approving the plan (the "Approval Date") for creditors to file a claim. The Receiver shall mail the notice of the Claims Bar Date to the last known address of already identified creditors. The Receiver also proposes to publish the notice of the Claims Bar Date to Creditors attached hereto as "Exhibit A" in the Sun Sentinel and the Wall Street Journal for three business days within 10 days of the Approval Date to give any unknown creditors notice of the Claims Bar Date. The Receiver requests the Court to forever bar any creditor claims not filed on or before the Claims Bar Date. Creditors who identify themselves to the Receiver shall request a claim form from the Receiver as outlined in the notice of the Claims Bar Date. Exhibit B contains a copy of the proposed claim form.

See ECF No. 294 at ¶ 5.

20. Out of an abundance of caution, Creditors' counsel mailed the Proof of Claim Form to Receiver via Federal Express on March 27, 2023. See Exhibit "C".

21. Notwithstanding the absence of a Proof of Claim Form, the Receiver has had full knowledge of Creditor's claims since his appointment in May 2020. Creditors' claims against GP were formally brought in 2016. Moreover, for the past several years, Creditors, GP, and Receiver, acting through counsel, have been engaged in discussions related to Creditors' claims and Receiver has referenced Creditor's claim in numerous Court filings.

22. SEC receiverships are equitable proceedings that seek to redistribute the proceeds of a fraud to the victims. *CFTC v. Barki, LLC*, No. 3:09 CV 106-MU, 2009 WL 3839389 (W.D.N.C. Nov. 12, 2009) (quoting *S.E.C. v. Byers*, 637 F. Supp. 2d 166, 174-75 (S.D.N.Y. 2009)); *S.E.C. v.*

*Wealth Mgmt. LLC*, 628 F.3d 323, 332-33 (7th Cir. 2010) (“In supervising an equitable receivership, the primary job of the district court is to ensure that the proposed plan of distribution is fair and reasonable.”); *SEC v. Wang*, 944 F.2d 80, 81-85 (2d Cir. 1991); *SEC v. Byers*, 637 F. Supp. 2d 166, 174 (S.D.N.Y. 2009).

23. Disregarding and barring Creditors’ claims would neither be fair nor equitable. The purpose of the Claim Bar Date is to provide a deadline for all creditors to establish their claim with the Receiver and the Court. However, there is no requirement either in the Receiver’s Motion for Approval of Creditor Distribution Plan and First Interim Distribution to Creditors or the Court’s Order granting the Motion which requires creditors to notify the Receiver of a claim that has already been established. Instead, the purpose of establishing a Claim Bar Date is to set a deadline for creditors to make a claim.

24. Creditors are true victims, as they did not seek investment with GP or any of the Defendants. The Creditors are involved in this Receivership due to fraud by GP and other bad actors which occurred prior to the 2016 Texas Litigation. Creditors have also established that the approximately \$1.5 million in the state court registry of Collin County, Texas, belongs to Creditors.

For the reasons set forth in this Objection, the Creditors request that the Court allow Creditors’ claims for the reasons set forth herein.

Dated: April 14, 2023

Respectfully Submitted,

By: /s/ Evan B. Berger  
Evan B. Berger (Fla. Bar No. 71479)  
Becker & Poliakoff, P.A.  
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Richard A. Cuccia, II  
State Bar No. 50511752 (Texas)  
*Admitted Pro Hac Vice*

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*Attorneys for Paycation Travel, Inc., Xstream Travel,  
Inc. and David Manning*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 14, 2023 a true and correct copy of the foregoing was served by the Court's CM/ECF system.

\_\_\_\_\_  
By: /s/ Evan B. Berger



MH  
12-15-22

Thaddeus R. Kleckley  
Direct Line: 305-349-2337  
Email: [tkleckley@gjblaw.com](mailto:tkleckley@gjblaw.com)

December 12, 2022

**Richard A. Cuccia, II**  
**Counsel for Paycation, Inc. and David Manning**  
**1910 Pacific Ave, Suite 18850**  
**Dallas, TX 75201**  
**[Admin@cucciawilson.com](mailto:Admin@cucciawilson.com)**

**PRIVILEGED AND CONFIDENTIAL  
SETTLEMENT COMMUNICATION**

Re: *SEC v. TCA Fund Management Group Corp., et al.*, 20-cv-21964 (S.D. Fla.)

Dear Richard:

Enclosed are two Subpoenas for Deposition in regard to the above-referenced matter. Please be guided accordingly. As you know, the Court approved the Receiver's Creditor Distribution Plan on December 2, 2022 setting into motion a timeline for resolving all creditors' claims. The attached subpoena for depositions *duces tecum* seek information and documents to determine the value of your claims. Please be advised, if the Receiver is unable to come to an agreement with your client regarding treatment of your clients' claims, the Court will hold a hearing to finally adjudicate the matter.

If the attached dates and times are inconvenient for Mr. Manning and Paycation's designated Corporate Representative, please let us know and we will try to adjust.

Very truly yours,

/s/ Thaddeus R. Kleckley

Thaddeus R. Kleckley

CC: Jonathan E. Perlman



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No. 20-CV-21964-CMA

TCA FUND MANAGEMENT GROUP CORP.,  
*et al.*,

Defendants.

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS AND TO  
TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

To:

David Manning  
Care of: Richard A. Cuccia, II  
1910 Pacific Ave, Suite 18850  
Dallas, TX 75201  
[rcuccia@cucciawilson.com](mailto:rcuccia@cucciawilson.com)  
[Admin@cucciawilson.com](mailto:Admin@cucciawilson.com)

**X Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

SEE EXHIBIT A, ATTACHED.

PLACE:  
U.S. Legal Support  
8144 Walnut Hill Lane, Suite 350  
Dallas, Texas 75231  
Phone: 877-479-2484

DATE AND TIME:  
David Manning: February 1, 2023 at 9:30 a.m.

The deposition will be recorded by this method: Stenographically by Court Reporter.

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

SEE EXHIBIT B, ATTACHED.

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

Date: **December 12, 2022**

CLERK OF COURT

OR

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

/s/ Brett M. Halsev

*Attorney's Signature*

The name, address, email address, and telephone number of the attorney representing the Receiver, Jonathan E. Perlman, Esq., who issues this subpoena, are:

**Genovese Joblove & Battista, P.A.**  
**c/o Greg M. Garno, Esq..**  
**100 SE 2<sup>nd</sup> Street, Suite 4400**  
**Miami, FL 33131**  
**Email: ggarno@gjblaw.com**

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

**PROOF OF SERVICE**

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

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

\_\_\_\_\_

on (*date*) \_\_\_\_\_.

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

\_\_\_\_\_

\_\_\_\_\_, on (*date*); or

☐ I returned the subpoena unexecuted because:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's Address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of compliance.**

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

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

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

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

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

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

*(2) Command to Produce Materials or Permit Inspection.*

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

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

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

*(3) Quashing or Modifying a Subpoena.*

*(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:*

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

*(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:*

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

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

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

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

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

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

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

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

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

*(2) Claiming Privilege or Protection.*

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

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

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

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

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No. 20-CV-21964-CMA

TCA FUND MANAGEMENT GROUP CORP.,  
*et al.*,

Defendants.

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**EXHIBIT A**  
**AREAS OF INQUIRY**

1. The relationship and communications between Jeremy Monte of Montbriar, Inc. (“Montbriar”) and David Manning of Paycation Travel, Inc. (hereinafter “Paycation”).
2. Paycation’s affiliates, parents, subsidiaries, officers, and corporate structure.
3. Paycation’s financial statements and cash flows since 2015.
4. All payments made or received, or other transfers of funds, by or between David Manning’s companies (including but not limited to Paycation and Xstream Travel, Inc. (“Xstream”) and Jeremy Monte’s companies (e.g., Montbriar).
5. Any and all assets transferred by or between David Manning’s companies (including but not limited to assets transferred from Paycation and Xstream to other companies).
6. David Manning’s efforts to sell his companies (including but not limited to Paycation and XStream) to Jeremy Monte or Montbriar, Inc.
7. The August 2015 Revised Term Sheet between Montbriar, Inc. and Paycation, Inc., Xstream Travel, Inc. and Xstream Holidays, Inc. as well as all subsequent Term Sheets involving Montbriar and Paycation.

8. All loan funds or payments received, or other transfers of funds, by or between David Manning's companies (including but not limited to Paycation and Xstream) and TCA Global Credit Master Fund, LP ("TCA").

9. Communications between David Manning, Paycation or Xstream or any of their employees, agents or other personnel, and TCA.

10. Paycation's allegations against TCA.

11. Paycation's claim that TCA or persons affiliated therewith allegedly conspired with Monte/Montbriar, Kevin Kreisler or other individuals or entities, and/or made misrepresentations or omissions to Manning or his companies, including the specific details as to who, when and how those alleged actions took place.

12. Paycation's claim that TCA assisted in forming companies to compete with Paycation, including, but not limited to, TCA MLM Marketing, LLC and TCA MontBriar LLC.

13. Paycation's claim that Kevin Kreisler formed Global Platinum Services to directly compete with Paycation and Xstream.

14. Paycation's claim that Kreisler, Monte and TCA acquired proprietary trade secrets from Paycation, including those individuals at TCA who were involved in allegedly acquiring the trade secrets, when the trade secrets were acquired, and which specific trade secrets Paycation alleges were misappropriated.

15. Paycation's claim that TCA "supported" Kevin Kreisler and Jeremy Monte's in misappropriating Paycation's proprietary trade secrets to bolster Global Platinum Services, including who at TCA provided such "support," and how and when it occurred.

16. The persons who have had or now have access to Paycation's and/or XStream's financial records, member lists, compensation plan, and business model.

17. The banks or other financial institutions which maintain Paycation or Xstream's bank accounts, and the details of those accounts.

18. The damages Paycation claims TCA caused it to suffer, including the amount of those damages, how they were calculated, and the documentary or other factual support for those claimed damages.

19. The bases for Paycation's claim that the monies currently residing in the Texas state court registry belong to Paycation.

20. The current disposition of all loan funds paid by TCA to Montbriar, Paycation and/or Xstream, or otherwise guaranteed by Manning, Paycation and/or Xstream.



UNITED STATES DISTRICT COURT  
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SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

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TCA FUND MANAGEMENT GROUP CORP.,  
*et al.*,

Defendants.

**EXHIBIT B**  
**DOCUMENT REQUESTS**

**I. DEFINITIONS**

1. The term "Case" shall mean the above-captioned case in the matter styled *Securities and Exchange Commission v. TCA Fund Management Group Corp, et al., Case No. 20-21964-CIV-Altonaga*, pending in the United States District Court for the Southern District of Florida (the "Court").
2. The term "Receiver" shall mean Jonathan E. Perlman, as permanent receiver over the receivership defendants in the Case, and any agent, attorney, employee, and all other persons acting or purporting to act on the Receiver's behalf, or under the Receiver's authority or control.
3. The term "TCA" shall mean TCA Global Credit Master Fund, LP and any corporations or entities under its ownership or control.
4. The term "Monte" shall mean Jeremy Monte.
5. The term "Montbriar" shall mean Montbriar, Inc.
6. The term "Manning" shall mean David Manning and any corporations or entities under his ownership or control.
7. The term "Xstream" shall mean Xstream Travel, Inc.
8. The term "Paycation" shall mean Paycation Travel, Inc. and any corporations or entities under its ownership or control.
9. The terms "you" and "your" shall mean and refer to the party receiving this subpoena and any employee, agent, attorney, and all other persons acting for, or on



behalf of, or under the authority or control of such party, or others who are in possession of or who may have obtained information for or on behalf of such party.

10. The terms "person" or "persons" includes, without limitation, any natural person, proprietorship, corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, joint venture, trust, association, organization, business entity or governmental agency or unit.
11. The term "document" or "documents" shall mean any document as defined in Rule 1001 of the Federal Rules of Evidence, thing, or physical or electronic embodiment of information, data, or ideas (including the original, copy, or drafts); and shall include, but not be limited to, all paper materials of any kind, whether written, typed, printed, punched, filmed or marked in any way; records or data stored, maintained, or accessed by computers, recordings tapes or wires; film; photographs; movies or any graphic matter however produced or reproduced; and all mechanical or electronic sound recordings or transcripts thereof that are in Defendant's possession, custody or control.
12. The term "possession, custody, or control" shall have the same meaning as under Rule 34(a) of the Federal Rules of Civil Procedure.
13. The term "ESI" shall mean any and all electronically stored information, including e-mails, texts, writings, drawings, graphs, charts, photographs, documents, sound recordings, images, and other data or data compilations stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form as set forth in Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 1001 of the Federal Rules of Evidence.
14. The term "any and all documents" shall mean every document or group of documents or communications as herein defined known to you, and every such document or communication which can be located or discovered by reasonably diligent effort.
15. The terms "communication" or "communications" shall mean any verbal, written and electronic means of conversation or other statement from one person to another, including, but not limited to, any interview, conference, meeting or telephone conversation. Further, such term means any contact or act by which any information is transmitted or conveyed between two or more persons, and shall include, without limitation, written contact by such means as letters, memoranda, facsimile transmissions, e-mail, texts, or other electronic transmissions of information or communications, telegrams, telexes, or by any document, and any oral contact by such means as face-to-face meetings or conversations and telephone or electronically transmitted conversations.
16. The terms "support," "supports," "evidence," "evidences" "evidencing," "relate to," "relates to," "related to," "relating to," "refers," "refer to," "referred to,"

“referring to,” “concern,” “concerns,” “concerning,” “pertains to,” “pertaining to,” “involves,” “involving,” and “regarding” shall mean anything which directly, or indirectly, concerns, consists of, pertains to, reflects, evidences, describes, sets forth, constitutes, contains, shows, underlies, supports, refers to in any manner, is or was used in the preparation of, appended to, legally, logically or factually connected with, proves, disproves, or tends to prove or disprove.

17. The terms “include,” “includes,” and “including” are used in the sense of specification, and are not to be construed as words of limitation.
18. The terms “identify” or “identifying” shall mean to state, as to each document, the following information, irrespective of whether the document is deemed privileged or subject to any claim of privilege or immunity from discovery.
  - a. The title and other means of identification;
  - b. The date;
  - c. The author;
  - d. The recipient or recipients;
  - e. The present location of the original and of any and all copies;
  - f. The names and current addresses of any and all persons who have custody of or control over the documents and any copies.
19. The conjunctions “and” and “or” shall be interpreted in each instance as meaning “and” so as to encompass the broader of the two possible constructions, and shall not be interpreted disjunctively so as to exclude any information or documents otherwise within the scope of any request herein.
20. As used herein, the singular and masculine form of nouns and pronouns shall embrace, and be read and applied as, the plural or feminine or non-gender specific, as circumstances may make appropriate.

## **II. INSTRUCTIONS**

1. Unless otherwise stated in a particular request, the relevant time period of this Request is January 1, 2010 through the date of service of this Subpoena (the “Discovery Period”), and shall include all documents which relate or refer to the Discovery Period despite being prepared or created before or subsequent to such period.
2. All documents shall be produced as they are kept in the ordinary course of business, or shall be organized and labeled in a manner clearly identifying and indicating the documents or tangible things that are being produced in response to each particular request.

3. For each and every request herein, you shall produce documents in your possession, custody, or control, which shall include but not be limited to, documents, objects, or articles described that are in your possession or of which you have the right to secure the original or a copy from another person or entity. The fact that your investigation is continuing or discovery is incomplete is not an excuse for your failure to respond to each request as fully and completely as possible. Your responses should consist of information known to you through yourself, your agents, your attorneys, your employees, or your representatives.
4. This Request is continuing in nature. If, after producing documents, you later discover additional responsive documents or things, you are obligated to supplement your responses pursuant to Rule 26(e).
5. In producing documents, you shall produce documents in full, without abridgement, abbreviation or editing of any sort, including all "metadata" relating to such documents. For purposes of this Instruction, the term "Metadata" shall mean the data about the data otherwise referred to as the fingerprint of the document. All available fields of metadata should be included.
6. To the extent that this Request seeks production of ESI residing elsewhere other than, or in addition to, on back-up copies, such information should be produced in its Native Format on hard drive or other digital storage media that does not otherwise detract from the original format of the files, or that by default may exclude or somehow alter any metadata associated with said files. The information produced should include any original or existing full file path, file or folder structure, or other source referencing data, and be fully inclusive of all supporting and underlying data, the absence of which would render the information incomplete or unusable. For purposes of this Instruction, the term "Native Format" shall mean the format that the data was originally created in. This should include, but not limited to, information about the software that the data was created in, stored in, or was used, or is used to read, write, alter, modify, or in any way change or manipulate the data.
7. All archived data being produced in response to this Request should be provided with the means to view and export such data. Paper documents that are not otherwise contained, stored, or recoverable by electronic means should be provided either in paper format, or via a scanned image in a .TIFF format. Colored pages, photographs or other documents among such paper documents that would otherwise lose the color format should be scanned in .JPEG or other standard color format.
8. Copies of documents which are identical duplicates of other documents which have already been produced for inspection and copying in this action need not be produced again, except that the duplicates shall be produced if handwritten or any other type of notes, intelligence, or alterations appear thereon or are attached thereto, including markings on slips indicating the routing of the document to individuals or organizations.

9. If any documents requested herein have been lost, discarded, or destroyed, these documents shall be identified as completely as possible, including:
  - a. The names of the authors of the document;
  - b. The names of the persons to whom the documents or copies were sent;
  - c. The date of the document;
  - d. The date on which the document was received by each addressee, copyee or its recipients;
  - e. A description of the nature and subject matter of the document that is as complete as possible;
  - f. The date on which the document was lost, discarded or destroyed; and
  - g. The manner in which the document was lost, discarded or destroyed.
10. With respect to any document that you withhold under claim of privilege, you shall number such documents, hold them separately, and retain them intact pending a ruling by the Court on the claimed privilege. In addition, you shall provide a statement, signed by an attorney representing you, setting forth as to each such document:
  - a. The names of the senders of the document;
  - b. The names of the authors of the document;
  - c. The names of the persons to whom the document or copies were sent;
  - d. The job title of every person named in subparagraphs a, b and c above
  - e. The date of the document;
  - f. The date on which the document was received by each addressee, copyee or its recipient;
  - g. A brief description of the nature and subject matter of the document; and
  - h. The statute, rule or decision which is claimed to give rise to the privilege.
11. If you object to furnishing any requested documentation on the ground of privilege, immunity, work product or otherwise, you shall provide a written statement identifying the specific grounds upon which each objection is based and the document objected to by furnishing, at the least, its date, authors, addressees, date, a general description of the subject matter of the document, the type of document, number of pages, number and kind of attachments or appendices, indicated or blind copies, all persons to whom shown or explained, date of destruction or other

disposition, reason for destruction, person authorizing destruction or other disposition, person destroying or otherwise disposing of document, and if not destroyed, person in possession of documents otherwise disposed of, and the reason why the document is protected. This shall not constitute a waiver of the obligation, or the Receiver's right, to demand a timely and legally sufficient privilege log, or the remedies for non-production of such privilege log. Notwithstanding such objection, you must disclose any objected to evidence containing non-objectionable matter which is relevant and material to this Request, but you may withhold the portion for which you assert the objection, subject to further request or motion, provided that you furnish the above-requested identification.

12. In the event any of the documents cannot be provided in full, you must produce all documents to the fullest extent possible and specify the reasons for your inability to produce the remainder.

### **III. DOCUMENTS TO BE PRODUCED**

1. All documents, communications, and correspondence to evidence that TCA or its agents knew or had reason to know that Monte did not have authority to guarantee Montbriar's TCA loan with Paycation assets, including the identities of those persons.
2. All documents, communications, and correspondence to identify and evidence the amount of TCA loan funds that flowed to Manning, where those funds went, and where those funds are located now.
3. All documents, communications, and correspondence reflecting that the funds residing in the Texas state court registry were paid by customers of Paycation.
4. All documents, communications, and correspondence to evidence that TCA or someone within TCA funded a "mirror image" business of Paycation, specifically including, without limitation, the identity of the individuals at TCA, how they were involved, and why TCA provided the funding to do so.
5. All documents, communications, and correspondence to evidence that TCA or someone within TCA used Paycation's alleged trade secrets or proprietary information, including but not limited to, any remuneration TCA received from its purported trade secret misappropriation.
6. All documents, communications, and correspondence to identify Paycation's "trade secrets," "personal and confidential information" and "other proprietary information" that were misappropriated by Monte, including without limitation, the acts taken by Paycation and Manning to evidence they are proprietary/confidential.
7. All documents, communications, and correspondence to identify and evidence that "TCA funded extensive tortious interference by other entities with contracts of Paycation representatives," including without limitation, the identities of the entities and persons involved, the specific contracts and business relationships that



TCA interfered with, the contracts that were lost, and the amount of revenue that was lost specifically due to TCA's actions.

8. All documents, communications, and correspondence to evidence that TCA joined in a conspiracy with Monte, including without limitation, all specific overt acts committed by TCA that furthered this alleged conspiracy.
9. All documents, communications, and correspondence that evidence that TCA "financially devastated" Paycation.
10. All documents, communications, and correspondence that concerning Manning's claim that it suffered damages as a result of TCA's actions, including the calculations therein and the basis for those actions.
11. All documents, communications, and correspondence to evidence all of the cash received by, transferred into, paid by, and any other financial records that show monies transferred out of Paycation, Xstream, and David Manning's accounts from 2015 through the present.



W4  
12-15-22

Thaddeus R. Kleckley  
Direct Line: 305-349-2337  
Email: [tkleckley@gjblaw.com](mailto:tkleckley@gjblaw.com)

December 12, 2022

**Richard A. Cuccia, II**  
**Counsel for Paycation, Inc. and David Manning**  
**1910 Pacific Ave, Suite 18850**  
**Dallas, TX 75201**  
**[Admin@cucciawilson.com](mailto:Admin@cucciawilson.com)**

PRIVILEGED AND CONFIDENTIAL  
SETTLEMENT COMMUNICATION

Re: *SEC v. TCA Fund Management Group Corp., et al.*, 20-cv-21964 (S.D. Fla.)

Dear Richard:

Enclosed are two Subpoenas for Deposition in regard to the above-referenced matter. Please be guided accordingly. As you know, the Court approved the Receiver's Creditor Distribution Plan on December 2, 2022 setting into motion a timeline for resolving all creditors' claims. The attached subpoena for depositions *duces tecum* seek information and documents to determine the value of your claims. Please be advised, if the Receiver is unable to come to an agreement with your client regarding treatment of your clients' claims, the Court will hold a hearing to finally adjudicate the matter.

If the attached dates and times are inconvenient for Mr. Manning and Paycation's designated Corporate Representative, please let us know and we will try to adjust.

Very truly yours,

/s/ Thaddeus R. Kleckley

Thaddeus R. Kleckley

CC: Jonathan E. Perlman

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No. 20-CV-21964-CMA

TCA FUND MANAGEMENT GROUP CORP.,  
*et al.*,

Defendants.

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS AND TO  
TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

To:

**Paycation Travel, Inc.**  
**Care of: Richard A. Cuccia, II**  
**1910 Pacific Ave, Suite 18850**  
**Dallas, TX 75201**  
**[rcuccia@cucciawilson.com](mailto:rcuccia@cucciawilson.com)**  
**[Admin@cucciawilson.com](mailto:Admin@cucciawilson.com)**

**X Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

SEE EXHIBIT A, ATTACHED.

**PLACE:**  
**U.S. Legal Support**  
**8144 Walnut Hill Lane, Suite 350**  
**Dallas, Texas 75231**  
**Phone: 877-479-2484**

**DATE AND TIME:**  
**Corporate Rep. for Paycation: February 2, 2023 at 9:30 a.m.**

The deposition will be recorded by this method: Stenographically by Court Reporter.

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

SEE EXHIBIT B, ATTACHED.



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

Date: **December 12, 2022**

CLERK OF COURT

OR

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

/s/ Brett M. Halsey  
*Attorney's Signature*

The name, address, email address, and telephone number of the attorney representing the Receiver, Jonathan E. Perlman, Esq., who issues this subpoena, are:

**Genovese Joblove & Battista, P.A.**  
**c/o Greg M. Garno, Esq..**  
**100 SE 2<sup>nd</sup> Street, Suite 4400**  
**Miami, FL 33131**  
**Email: ggarno@gjblaw.com**

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

**PROOF OF SERVICE**

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

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

\_\_\_\_\_ on *(date)* \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, on *(date)*; or

☐ I returned the subpoena unexecuted because:

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's Address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**

**(c) Place of compliance.**

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

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or*
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person*
  - (i) is a party or a party's officer; or*
  - (ii) is commanded to attend a trial and would not incur substantial expense.*

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

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and*
- (B) inspection of premises, at the premises to be inspected.*

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

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

*(2) Command to Produce Materials or Permit Inspection.*

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

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

*(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.*

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

*(3) Quashing or Modifying a Subpoena.*

*(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:*

- (i) fails to allow a reasonable time to comply;*
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);*
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or*
- (iv) subjects a person to undue burden.*

*(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:*

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

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

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

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and*
- (ii) ensures that the subpoenaed person will be reasonably compensated.*

**(e) Duties in Responding to a Subpoena.**

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

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

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

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

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

*(2) Claiming Privilege or Protection.*

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

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

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

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

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No. 20-CV-21964-CMA

TCA FUND MANAGEMENT GROUP CORP.,  
*et al.*,

Defendants.

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**EXHIBIT A**  
**AREAS OF INQUIRY**

1. The relationship and communications between Jeremy Monte of Montbriar, Inc. (“Montbriar”) and David Manning of Paycation Travel, Inc. (hereinafter “Paycation”).
2. Paycation’s affiliates, parents, subsidiaries, officers, and corporate structure.
3. Paycation’s financial statements and cash flows since 2015.
4. All payments made or received, or other transfers of funds, by or between David Manning’s companies (including but not limited to Paycation and Xstream Travel, Inc. (“Xstream”) and Jeremy Monte’s companies (e.g., Montbriar).
5. Any and all assets transferred by or between David Manning’s companies (including but not limited to assets transferred from Paycation and Xstream to other companies).
6. David Manning’s efforts to sell his companies (including but not limited to Paycation and XStream) to Jeremy Monte or Montbriar, Inc.
7. The August 2015 Revised Term Sheet between Montbriar, Inc. and Paycation, Inc., Xstream Travel, Inc. and Xstream Holidays, Inc. as well as all subsequent Term Sheets involving Montbriar and Paycation.

8. All loan funds or payments received, or other transfers of funds, by or between David Manning's companies (including but not limited to Paycation and Xstream) and TCA Global Credit Master Fund, LP ("TCA").

9. Communications between David Manning, Paycation or Xstream or any of their employees, agents or other personnel, and TCA.

10. Paycation's allegations against TCA.

11. Paycation's claim that TCA or persons affiliated therewith allegedly conspired with Monte/Montbriar, Kevin Kreisler or other individuals or entities, and/or made misrepresentations or omissions to Manning or his companies, including the specific details as to who, when and how those alleged actions took place.

12. Paycation's claim that TCA assisted in forming companies to compete with Paycation, including, but not limited to, TCA MLM Marketing, LLC and TCA MontBriar LLC.

13. Paycation's claim that Kevin Kreisler formed Global Platinum Services to directly compete with Paycation and Xstream.

14. Paycation's claim that Kreisler, Monte and TCA acquired proprietary trade secrets from Paycation, including those individuals at TCA who were involved in allegedly acquiring the trade secrets, when the trade secrets were acquired, and which specific trade secrets Paycation alleges were misappropriated.

15. Paycation's claim that TCA "supported" Kevin Kreisler and Jeremy Monte's in misappropriating Paycation's proprietary trade secrets to bolster Global Platinum Services, including who at TCA provided such "support," and how and when it occurred.

16. The persons who have had or now have access to Paycation's and/or XStream's financial records, member lists, compensation plan, and business model.

17. The banks or other financial institutions which maintain Paycation or Xstream's bank accounts, and the details of those accounts.

18. The damages Paycation claims TCA caused it to suffer, including the amount of those damages, how they were calculated, and the documentary or other factual support for those claimed damages.

19. The bases for Paycation's claim that the monies currently residing in the Texas state court registry belong to Paycation.

20. The current disposition of all loan funds paid by TCA to Montbriar, Paycation and/or Xstream, or otherwise guaranteed by Manning, Paycation and/or Xstream.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No. 20-CV-21964-CMA

TCA FUND MANAGEMENT GROUP CORP.,  
*et al.*,

Defendants.

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**EXHIBIT B**  
**DOCUMENT REQUESTS**

**I. DEFINITIONS**

1. The term “Case” shall mean the above-captioned case in the matter styled *Securities and Exchange Commission v. TCA Fund Management Group Corp, et al., Case No. 20-21964-CIV-Altonaga*, pending in the United States District Court for the Southern District of Florida (the “Court”).
2. The term “Receiver” shall mean Jonathan E. Perlman, as permanent receiver over the receivership defendants in the Case, and any agent, attorney, employee, and all other persons acting or purporting to act on the Receiver’s behalf, or under the Receiver’s authority or control.
3. The term “TCA” shall mean TCA Global Credit Master Fund, LP and any corporations or entities under its ownership or control.
4. The term “Monte” shall mean Jeremy Monte.
5. The term “Montbriar” shall mean Montbriar, Inc.
6. The term “Manning” shall mean David Manning and any corporations or entities under his ownership or control.
7. The term “Xstream” shall mean Xstream Travel, Inc.
8. The term “Paycation” shall mean Paycation Travel, Inc. and any corporations or entities under its ownership or control.
9. The terms “you” and “your” shall mean and refer to the party receiving this subpoena and any employee, agent, attorney, and all other persons acting for, or on



behalf of, or under the authority or control of such party, or others who are in possession of or who may have obtained information for or on behalf of such party.

10. The terms "person" or "persons" includes, without limitation, any natural person, proprietorship, corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, joint venture, trust, association, organization, business entity or governmental agency or unit.
11. The term "document" or "documents" shall mean any document as defined in Rule 1001 of the Federal Rules of Evidence, thing, or physical or electronic embodiment of information, data, or ideas (including the original, copy, or drafts); and shall include, but not be limited to, all paper materials of any kind, whether written, typed, printed, punched, filmed or marked in any way; records or data stored, maintained, or accessed by computers, recordings tapes or wires; film; photographs; movies or any graphic matter however produced or reproduced; and all mechanical or electronic sound recordings or transcripts thereof that are in Defendant's possession, custody or control.
12. The term "possession, custody, or control" shall have the same meaning as under Rule 34(a) of the Federal Rules of Civil Procedure.
13. The term "ESI" shall mean any and all electronically stored information, including e-mails, texts, writings, drawings, graphs, charts, photographs, documents, sound recordings, images, and other data or data compilations stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form as set forth in Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 1001 of the Federal Rules of Evidence.
14. The term "any and all documents" shall mean every document or group of documents or communications as herein defined known to you, and every such document or communication which can be located or discovered by reasonably diligent effort.
15. The terms "communication" or "communications" shall mean any verbal, written and electronic means of conversation or other statement from one person to another, including, but not limited to, any interview, conference, meeting or telephone conversation. Further, such term means any contact or act by which any information is transmitted or conveyed between two or more persons, and shall include, without limitation, written contact by such means as letters, memoranda, facsimile transmissions, e-mail, texts, or other electronic transmissions of information or communications, telegrams, telexes, or by any document, and any oral contact by such means as face-to-face meetings or conversations and telephone or electronically transmitted conversations.
16. The terms "support," "supports," "evidence," "evidences" "evidencing," "relate to," "relates to," "related to," "relating to," "refers," "refer to," "referred to,"



“referring to,” “concern,” “concerns,” “concerning,” “pertains to,” “pertaining to,” “involves,” “involving,” and “regarding” shall mean anything which directly, or indirectly, concerns, consists of, pertains to, reflects, evidences, describes, sets forth, constitutes, contains, shows, underlies, supports, refers to in any manner, is or was used in the preparation of, appended to, legally, logically or factually connected with, proves, disproves, or tends to prove or disprove.

17. The terms “include,” “includes,” and “including” are used in the sense of specification, and are not to be construed as words of limitation.
18. The terms “identify” or “identifying” shall mean to state, as to each document, the following information, irrespective of whether the document is deemed privileged or subject to any claim of privilege or immunity from discovery.
  - a. The title and other means of identification;
  - b. The date;
  - c. The author;
  - d. The recipient or recipients;
  - e. The present location of the original and of any and all copies;
  - f. The names and current addresses of any and all persons who have custody of or control over the documents and any copies.
19. The conjunctions “and” and “or” shall be interpreted in each instance as meaning “and” so as to encompass the broader of the two possible constructions, and shall not be interpreted disjunctively so as to exclude any information or documents otherwise within the scope of any request herein.
20. As used herein, the singular and masculine form of nouns and pronouns shall embrace, and be read and applied as, the plural or feminine or non-gender specific, as circumstances may make appropriate.

## **II. INSTRUCTIONS**

1. Unless otherwise stated in a particular request, the relevant time period of this Request is January 1, 2010 through the date of service of this Subpoena (the “Discovery Period”), and shall include all documents which relate or refer to the Discovery Period despite being prepared or created before or subsequent to such period.
2. All documents shall be produced as they are kept in the ordinary course of business, or shall be organized and labeled in a manner clearly identifying and indicating the documents or tangible things that are being produced in response to each particular request.

3. For each and every request herein, you shall produce documents in your possession, custody, or control, which shall include but not be limited to, documents, objects, or articles described that are in your possession or of which you have the right to secure the original or a copy from another person or entity. The fact that your investigation is continuing or discovery is incomplete is not an excuse for your failure to respond to each request as fully and completely as possible. Your responses should consist of information known to you through yourself, your agents, your attorneys, your employees, or your representatives.
4. This Request is continuing in nature. If, after producing documents, you later discover additional responsive documents or things, you are obligated to supplement your responses pursuant to Rule 26(e).
5. In producing documents, you shall produce documents in full, without abridgement, abbreviation or editing of any sort, including all "metadata" relating to such documents. For purposes of this Instruction, the term "Metadata" shall mean the data about the data otherwise referred to as the fingerprint of the document. All available fields of metadata should be included.
6. To the extent that this Request seeks production of ESI residing elsewhere other than, or in addition to, on back-up copies, such information should be produced in its Native Format on hard drive or other digital storage media that does not otherwise detract from the original format of the files, or that by default may exclude or somehow alter any metadata associated with said files. The information produced should include any original or existing full file path, file or folder structure, or other source referencing data, and be fully inclusive of all supporting and underlying data, the absence of which would render the information incomplete or unusable. For purposes of this Instruction, the term "Native Format" shall mean the format that the data was originally created in. This should include, but not limited to, information about the software that the data was created in, stored in, or was used, or is used to read, write, alter, modify, or in any way change or manipulate the data.
7. All archived data being produced in response to this Request should be provided with the means to view and export such data. Paper documents that are not otherwise contained, stored, or recoverable by electronic means should be provided either in paper format, or via a scanned image in a .TIFF format. Colored pages, photographs or other documents among such paper documents that would otherwise lose the color format should be scanned in .JPEG or other standard color format.
8. Copies of documents which are identical duplicates of other documents which have already been produced for inspection and copying in this action need not be produced again, except that the duplicates shall be produced if handwritten or any other type of notes, intelligence, or alterations appear thereon or are attached thereto, including markings on slips indicating the routing of the document to individuals or organizations.

9. If any documents requested herein have been lost, discarded, or destroyed, these documents shall be identified as completely as possible, including:
  - a. The names of the authors of the document;
  - b. The names of the persons to whom the documents or copies were sent;
  - c. The date of the document;
  - d. The date on which the document was received by each addressee, copyee or its recipients;
  - e. A description of the nature and subject matter of the document that is as complete as possible;
  - f. The date on which the document was lost, discarded or destroyed; and
  - g. The manner in which the document was lost, discarded or destroyed.
10. With respect to any document that you withhold under claim of privilege, you shall number such documents, hold them separately, and retain them intact pending a ruling by the Court on the claimed privilege. In addition, you shall provide a statement, signed by an attorney representing you, setting forth as to each such document:
  - a. The names of the senders of the document;
  - b. The names of the authors of the document;
  - c. The names of the persons to whom the document or copies were sent;
  - d. The job title of every person named in subparagraphs a, b and c above
  - e. The date of the document;
  - f. The date on which the document was received by each addressee, copyee or its recipient;
  - g. A brief description of the nature and subject matter of the document; and
  - h. The statute, rule or decision which is claimed to give rise to the privilege.
11. If you object to furnishing any requested documentation on the ground of privilege, immunity, work product or otherwise, you shall provide a written statement identifying the specific grounds upon which each objection is based and the document objected to by furnishing, at the least, its date, authors, addressees, date, a general description of the subject matter of the document, the type of document, number of pages, number and kind of attachments or appendices, indicated or blind copies, all persons to whom shown or explained, date of destruction or other

disposition, reason for destruction, person authorizing destruction or other disposition, person destroying or otherwise disposing of document, and if not destroyed, person in possession of documents otherwise disposed of, and the reason why the document is protected. This shall not constitute a waiver of the obligation, or the Receiver's right, to demand a timely and legally sufficient privilege log, or the remedies for non-production of such privilege log. Notwithstanding such objection, you must disclose any objected to evidence containing non-objectionable matter which is relevant and material to this Request, but you may withhold the portion for which you assert the objection, subject to further request or motion, provided that you furnish the above-requested identification.

12. In the event any of the documents cannot be provided in full, you must produce all documents to the fullest extent possible and specify the reasons for your inability to produce the remainder.

### **III. DOCUMENTS TO BE PRODUCED**

1. All documents, communications, and correspondence to evidence that TCA or its agents knew or had reason to know that Monte did not have authority to guarantee Montbriar's TCA loan with Paycation assets, including the identities of those persons.
2. All documents, communications, and correspondence to identify and evidence the amount of TCA loan funds that flowed to Manning, where those funds went, and where those funds are located now.
3. All documents, communications, and correspondence reflecting that the funds residing in the Texas state court registry were paid by customers of Paycation.
4. All documents, communications, and correspondence to evidence that TCA or someone within TCA funded a "mirror image" business of Paycation, specifically including, without limitation, the identity of the individuals at TCA, how they were involved, and why TCA provided the funding to do so.
5. All documents, communications, and correspondence to evidence that TCA or someone within TCA used Paycation's alleged trade secrets or proprietary information, including but not limited to, any remuneration TCA received from its purported trade secret misappropriation.
6. All documents, communications, and correspondence to identify Paycation's "trade secrets," "personal and confidential information" and "other proprietary information" that were misappropriated by Monte, including without limitation, the acts taken by Paycation and Manning to evidence they are proprietary/confidential.
7. All documents, communications, and correspondence to identify and evidence that "TCA funded extensive tortious interference by other entities with contracts of Paycation representatives," including without limitation, the identities of the entities and persons involved, the specific contracts and business relationships that

TCA interfered with, the contracts that were lost, and the amount of revenue that was lost specifically due to TCA's actions.

8. All documents, communications, and correspondence to evidence that TCA joined in a conspiracy with Monte, including without limitation, all specific overt acts committed by TCA that furthered this alleged conspiracy.
9. All documents, communications, and correspondence that evidence that TCA "financially devastated" Paycation.
10. All documents, communications, and correspondence that concerning Manning's claim that it suffered damages as a result of TCA's actions, including the calculations therein and the basis for those actions.
11. All documents, communications, and correspondence to evidence all of the cash received by, transferred into, paid by, and any other financial records that show monies transferred out of Paycation, Xstream, and David Manning's accounts from 2015 through the present.



## JONATHAN E. PERLMAN, RECEIVER

# TCA FUND RECEIVERSHIP

## United States District Court Southern District of Florida

### Case No. 20-CIV-21964-CIV-ALTONAGA/Goodman

## COURT DOCUMENTS    FAQs

## WELCOME

This website has been created by the U.S. federal court-appointed receiver, Jonathan E. Perlman, Esq., the Receiver over TCA FUND MANAGEMENT GROUP CORP., TCA GLOBAL CREDIT FUND GP, Ltd., TCA GLOBAL CREDIT FUND, LP, TCA GLOBAL CREDIT FUND, Ltd., TCA GLOBAL CREDIT MASTER FUND, LP, and TCA GLOBAL LENDING CORP. to provide a source of information for investors and the public. We encourage interested persons to check the website frequently as it will be updated as new information is obtained.

You may also contact counsel for the Receiver Eric Jacobs, Jean-Pierre Bado or Elizabeth McIntosh of the law firm Genovese, Joblove & Battista, P.A., by using the contact information listed below.

## TCA FUND RECEIVERSHIP

Jonathan E. Perlman, Esq.  
Receiver  
100 SE 2nd Street,  
Suite 4400  
Miami, Florida 33131

On May 11, 2020, the U.S. Securities and Exchange Commission ("SEC") filed a Complaint in the United States District Court for the Southern District of Florida. *Securities and Exchange Commission v. TCA Fund Management Group Corp, et al.*, Case No. 20-CV-21964-CMA.

On May 11, 2020, U.S. District Court Judge Cecilia M. Altonaga appointed **Jonathan E. Perlman, Esq.**, a shareholder at Genovese, Joblove & Battista, P.A., to serve as Receiver over TCA Fund Management Group Corp. ("TCA"), TCA Global Credit Fund GP, Ltd. ("GP"), TCA Global Credit Fund, LP ("Feeder Fund LP"), TCA Global Credit Fund, Ltd. ("Feeder Fund Ltd."), TCA Global Credit Master Fund, LP ("Master Fund"), and TCA Global Lending Corp. ("Lending Corp.") (collectively referred to as the "Receivership Entities") and authorizing Mr. Perlman to take all actions to manage, maintain and/or wind-down the business operations of the Receivership Entities.

[Complaint](#)
[Appointment Order](#)
[First Expansion Order](#)

The Receiver filed his Motion for Approval of Distribution Plan and the First Interim Distribution Plan

[Distribution Plan](#)

On August 4, 2022, the Court entered an Order granting in part the Receiver's Distribution Plan. The Order overruled most objections and approved the Receiver's plan to distribute \$55.45 million to investors under a "rising tide" plan.

If objectors file an appeal, the distribution is likely to be delayed. Accordingly, the Receiver is unable to estimate when the distribution will be made at this time.

[August 4 Order](#)

On August 22, 2022, Receiver Jonathan E. Perlman filed his Motion for Approval of Creditor Distribution

## RECENT DEVELOPMENTS

On February 13th the Receiver filed his Eleventh Quarterly Status Report

[Eleventh Status Report](#)

On November 29th the Receiver filed his Tenth Quarterly Status Report

[Tenth Status Report](#)

Order on Receiver's Motion for Approval of Creditor Distribution Plan

[View Order](#)

Receiver's Motion for Approval of Creditor Distribution Plan

[View Motion](#)

On August 8, 2022, the Receiver filed his Ninth Quarterly Status Report

[Ninth Status Report](#)

On June 27, 2022, the Receiver filed his Sur-Sur-Reply in Further Support of Receiver's Motion For Approval of Distribution Plan

[Sur-Sur-Reply](#)

On June 9, 2022, the Receiver filed his Reply in Support of His Motion for Approval of Distribution Plan

[Reply in Support of Motion](#)

On June 9, 2022, the

**WEBSITE:**

TCAFundReceivership.com

**TOLL FREE:**

1 (833) 984-1101

or

Local:

(305) 913-6731

**EMAIL:**

receiver@tcafundreceivership.com

Plan and First Interim Distribution to Creditors (the "Motion"). [ECF No. 294]. The Motion outlines a Proposed Creditor Distribution Plan, along with a first interim distribution to creditors with allowed claims that would provide a 23.05% recovery for allowed claims. On August 25, 2022, the Court ordered that creditors having comments on the Proposed Creditor Distribution Plan's proposal to make distributions to creditors on a rising tide basis—on equal footing with defrauded investors—must file such comments with the Court and serve them on the Receiver at [receiver@tcafundreceivership.com](mailto:receiver@tcafundreceivership.com) by September 26, 2022. All comments must also reference SEC v. TCA Fund Management, et al., 1:20-cv-21964-CMA.

Please continue to check back on this website for periodic updates and review the [Court Documents](#) page for a comprehensive listing of motions and orders issued by the Receivership Court.

Receiver's Declaration of Jennifer Colegate on Issues of Recognition

**Declaration**

On May 25, 2022, the Receiver filed his Eighth Quarterly Status Report

**Eighth Status Report**

On March 3, 2022 the Receiver filed Unopposed Motion to Approve Deadline

**Motion to Approve Deadline**

On February 28, 2022, the Receiver filed the Motion to Approve Distribution Plan and First Interim Distribution

**Motion to Approve Distribution Plan**

On February 9, 2022, the Receiver filed his Seventh Quarterly Status Report

**Seventh Status Report**

On May 28, 2020, the Receivership sent a letter to TCA Investors regarding Jonathan E. Perlman being appointed Receiver over the TCA Fund Receivership entities.

**May 2020 Investor Letter**

JONATHAN E. PERLMAN, RECEIVER

## **TCA FUND RECEIVERSHIP**

**United States District Court**

**Southern District of Florida**

**Case No. 20-CIV-21964-CIV-ALTONAGA/Goodman**

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**TCA FUND  
RECEIVERSHIP**

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**EMAIL:**  
receiver@tcafund  
receivership.com

02.13.23 [Receiver's Eleventh Quarterly Status Report](#)

12.02.22 [Order granting Receiver's plan for creditor distributions](#)

11.30.22 [Order Granting Receiver's Tenth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses](#)

11.29.22 [Receiver's Tenth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses](#)

11.29.22 [Receiver's Tenth Quarterly Status Report](#)

11.14.22 [Order Granting Motion for Extension of Time to File Tenth Quarterly Status Report](#)

11.01.22 [Order Granting Receiver's Motion for Extension of Time to File Tenth Quarterly Status Report](#)

10.24.22 [Order Denying Kaufman Creditors' Motion for Leave to file Sur-Reply](#)

10.21.22 [Kaufman Creditors' Motion for Leave to File Sur-Reply](#)

10.12.22 [Notice of Appeal as to \[299\] Order on Motion for Misc Relief filed by JOLs](#)

10.03.22 [Receiver's Reply in support of his Motion for Approval of the Creditor Distribution Plan and Interim Distribution to Creditors](#)

09.30.22 [Order on Motion to Approve Payment of Additional Funds to MacRoberts LLP](#)

09.29.22 [Receiver's Unopposed Motion to Approve Payment of Additional Funds to MacRoberts LLP](#)

09.26.22 [Kaufman Creditors' Response to Receiver's Motion for Approval of Creditor Distribution Plan](#)

09.14.22 [Order Granting Receiver's Ninth Interim Omnibus Application for Allowance and Payment of Professional Fees](#)

09.13.22 [Receiver's Ninth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses](#)

09.02.22 [Foreign Representatives' Motion to Alter or Amend Order Dated 8\\_4\\_22 to Extend Stay Pending Appeal](#)

09.01.22 [Foreign Representatives' Motion to Alter or Amend Order Dated 8\\_4\\_22 to Extend Stay Pending Appeal](#)

08.25.22 [Order on Class Plaintiffs' Motion for Relief from Receivership Stay to File Amended Class Action Complaint](#)

08.25.22 [Class Plaintiffs' Unopposed Motion for Relief from Receivership Stay to File Amended Class Action Complaint](#)

08.25.22 [Order on Receiver's Motion for Approval of Creditor Distribution Plan](#)

08.22.22 [Receiver's Motion for Approval of Creditor Distribution Plan](#)

08.09.22 [Order Approving Motion to Approve Litigation Coordination Agreement and Motion to File Under Seal](#)

08.08.22 [Receiver's Ninth Quarterly Status Report](#)

08.04.22 [Order Granting in Part Receiver's Motion for Approval of Distribution Plan](#)

07.15.22 [Receiver's Status Report Pursuant to This Court's July 12 2022 Order](#)

07.12.22 [Order Stating Receiver Is to File a Status Report for Final Distribution Numbers with Court by July 15 2022](#)

07.11.22 [Minute Entry for 7/11/22 Hearing on Motion for Approval of Distribution Plan](#)

07.08.22 [Notice Individuals Outside USA May Appear Via Zoom at 7/11/22 Hearing](#)

06.30.22 [Letter to Judge Altonaga from Peter van de Linde](#)

06.27.22 [Receiver's Sur-Sur-Reply in Further Support of Receiver's Motion for Approval of Distribution Plan](#)

06.24.22 [Order Granting Receiver's Eighth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses](#)

06.23.22 [Receiver's Eighth Interim Omnibus Application for Allowance and Payment of Professional Fees](#)

06.22.22 [Peter Van de Linde Response to Motion for Approval of Distribution Plan and First Interim Distribution](#)

06.21.22 [Status Report Pursuant to This Court's June 14, 2022 Order](#)

06.20.22 [Foreign Representatives' Sur-Reply Memorandum in Opposition to Distribution Motion](#)

06.14.22 [Order Setting Hearing for 7/11/22 on Receiver's Motion for Approval of Distribution Plan and First Interim Distribution](#)

06.09.22 Declaration of Jennifer Colegate on Issues of Recognition of Receiver Under the Laws of Cayman Islands w exs.

06.09.22 Receiver's Reply in Support of His Motion for Approval of Distribution Plan

05.25.22 Receiver's Eighth Quarterly Status Report

05.24.22 Order Granting Second Unopposed Motion for Extension of Time to File Eighth Quarterly Status Report

05.17.22 Order Granting Extension of Time to File Eighth Quarterly Fee Application

05.10.22 Whistleblower Day's Notice of Withdrawal of Motion and Memo of Law Seeking Clarification of Scope of Blanket Stay and Relief from the Same

05.09.22 Order Granting Receiver's Motion to Approve Amendment to Settlement Agreement

05.06.22 Receiver's Unopposed Motion to Approve Amendment to Settlement Agreement

05.05.22 Order Granting Motion for Extension to File Reply and File Reply in Excess of 10 Pages

04.29.22 Zohari, Tritium Fund, Tseng, and Fide Funds Growth Opposition to Motion for Approval of Distribution Plan

04.29.22 Paycation, Xstream Travel and Manning's Objections to Receiver's Motion for Approval of Distribution Plan

04.29.22 Fisher and Fu's Notice of Intent to Raise Issue of Foreign Law Pursuant to Federal Rule 44.1

04.29.22 Fisher and Fu Memorandum of Law in Opposition to Receiver's Motion for Approval of Distribution Plan

04.29.22 Declaration of Katharine Lucy Bladen Pearson re Issues of Cayman Islands Law in Relation to Motion for Approval of Distribution Plan

04.29.22 Credit Suisse Credit Suisse London Nominees Limited Letter from Jason Hall to Judge Altonaga re comments to Receivers Motion for Approval

04.29.22 Clearstream Banking's Limited Objection to Receiver's Proposed Distribution Plan

04.29.22 AW Exports, Broxom and Kaufman's Objection to Receiver's Motion for Approval of Distribution Plan

04.28.22 Order Granting Receiver's Unopposed Motion for Extension of Time to File Eighth Quarterly Status Report

- 04.26.22 [Caesarea Medical's Response to Receiver's Motion for Approval of Distribution Plan and First Interim Distribution](#)
- 04.08.22 [Order Granting Receiver's Motion to Approve Settlement Agreement](#)
- 04.08.22 [Order Granting Receiver's Motion for Leave of Court to Pursue Avoidance Actions and Approval of Proposed Procedures](#)
- 04.08.22 [Motion for Leave of Court to Pursue Avoidance Actions and Approval of Proposed Procedures](#)
- 03.24.22 [SEC's Opposition to Thomas Day's Motion Seeking Clarification on Stay](#)
- 03.24.22 [Receiver's Objection to Whistleblower's Motion Seeking Clarification on Scope of Stay](#)
- 03.11.22 [Motion to Approve Settlement Agreement](#)
- 03.08.22 [Order Granting Fisher-Fu Motion to Confirm Extended Deadline for Response in Opposition to 4-29-22](#)
- 03.03.22 [Order on Receiver's Unopposed Motion to Approve Deadline](#)
- 02.28.22 [Motion to Approve Distribution Plan and First Interim Distribution](#)
- 02.09.22 [Seventh Quarterly Status Report](#)
- 02.08.22 [Order Granting Receiver's Unopposed Motion to Approve Retained Professionals – Hollis](#)
- 02.07.22 [Motion to Approve Retained Professionals - Hollis](#)
- 1.31.21 [Order Granting Unopposed Motion for Extension of Time to File Seventh Quarterly Status Report](#)
- 12.14.21 [Order Granting Receiver, Jonathan E. Perlman's Sixth Unopposed Motion for Extension of Time to File Liquidation Plan](#)
- 11.30.21 [Order Awarding Fees - Yuejian Wang](#)
- 11.29.21 [Order Granting Receiver's Motion to Approve Authority to Sell TCA EP World, LLC](#)
- 11.24.21 [Motion to Confirm and/or Approve Authority to Sell TCA EP World, LLC](#)
- 11.24.21 [Notice of Compliance – Guardian Wang](#)
- 11.24.21 [Order Granting Sixth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses for July 1, 2021 through September 30, 2021](#)

- 11.23.21 [Sixth Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses for July 1, 2021 through September 30, 2021](#)
- 11.19.21 [Sixth Quarterly Status Report](#)
- 11.18.21 [Order Granting Fifth Motion to Compel Turnover from the Guardian Life Ins. Co. of America](#)
- 11.17.21 [Receiver's Motion to Compel Turnover From The Guardian Life Insurance Company of America](#)
- 11.01.21 [Order Granting Receiver's Fifth Unopposed Motion for Extension of Time to File Liquidation](#)
- 10.27.21 [Order Granting Receiver's Motion for Extension of Time to File Sixth Quarterly Status Report](#)
- 10.21.21 [Order Granting Receiver's Unopposed Motion to Approve Private Sale and Bid Procedures](#)
- 10.20.21 [Receiver's Unopposed Motion to Approve Private Sale and Bid Procedures](#)
- 10.12.21 [Order Granting Receiver's Motion to Confirm and \\_or Approve Authority to Sell the Assets of SPV Champion Pain Care Corporation](#)
- 10.11.21 [Motion to Confirm and \\_or Approve Authority to Sell the Assets of SPV Champion Pain Care Corporation](#)
- 09.13.21 [Notice of Attorney Appearance by Gerald E. Greenberg for Precision Aerospace Group](#)
- 08.31.21 [Order Awarding Fees & Costs re Motion to Compel Production of Documents from Precision Aerospace Group fka TCA](#)
- 08.30.21 [Notice of Compliance - Aerospace Motion to Compel - Affidavit of Reasonable Fees & Costs and Proposed Order](#)
- 08.27.21 [Order Granting Fifth Interim Omnibus Application for Allowance & Payment of Professional Fees](#)
- 08.26.21 [Fifth Omnibus Application for Allowance and Payment of Professional Fees](#)
- 08.24.21 [Notice of Service of Order \(Aerospace\)](#)
- 08.23.21 [Order Granting Receiver's Motion to Compel Production of Documents from Precision Aerospace Group](#)
- 08.19.21 [Receiver's Motion to Compel Production of Documents From Precision Aerospace](#)

- 08.13.21 [Order Granting Motion to Approve Retained Professionals](#)
- 08.12.21 [Receiver's Motion to Approve Retained Professionals](#)
- 08.06.21 [Receiver's Fifth Quarterly Status Report](#)
- 08.04.21 [Order Granting TCA 4675 NW 103 Avenue Sunrise, LLC's Unopposed Motion for Relief From or Clarification of Stay](#)
- 08.03.21 [TCA 4675 NW 103 Avenue Sunrise, LLC's Unopposed Motion for Relief From or Clarification of Stay](#)
- 08.02.21 [Order Granting Receiver's Motion to Approve Retained Professionals](#)
- 07.30.21 [Receiver's Motion to Approve Retained Professionals](#)
- 07.29.21 [Order Granting Receiver's Unopposed Motion for Extension of Time to File Fifth Quarterly Status Report](#)
- 07.29.21 [Receiver's Unopposed Motion for Extension of Time to File Fifth Quarterly Status Report](#)
- 06.21.21 [Order Granting Receiver's Motion for Leave to File Institute Litigation on Contingency Fee Basis](#)
- 06.18.21 [Receiver's Motion for Leave to File Institute Litigation on Contingency Fee Basis](#)
- 06.16.21 [Joint Status Report of Receiver and Joint Official Liquidators of Ltd. Feeder Fund](#)
- 06.14.21 [Statement of Cayman Islands Foreign Representatives in Support of Receiver's Fourth Unopposed Motion for Extension of Time to File Liquidation Plan](#)
- 06.14.21 [Order Granting Receiver's Fourth Unopposed Motion for Extension of Time to File Liquidation Plan](#)
- 06.11.21 [Receiver's Fourth Unopposed Motion for Extension of Time to File Liquidation Plan](#)
- 06.10.21 [Order Granting Receiver's Motion to Amend Appointment Order in Connection with Filing the Chapter 15](#)
- 06.09.21 [Order Granting Unopposed Motion of Cayman Islands Foreign Representatives to Intervene and for Related Relief](#)
- 06.08.21 [Unopposed Motion of Cayman Islands Foreign Representatives to Intervene and to Dispense with Requirement of Pleading and Accompanying Memorandum of Law](#)

- 06.08.21 [Receiver's Motion to Amend Appointment Order in Connection with Filing Chapter 15 Petition](#)
- 05.28.21 [Notice of Related Action](#)
- 05.28.21 [Order Granting Receiver's Fourth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses for January 1, 2021 through March 31, 2021](#)
- 05.27.21 [Receiver's Fourth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses for January 1, 2021 through March 31, 2021](#)
- 05.27.21 [Receiver's Fourth Quarterly Status Report](#)
- 05.25.21 [Supplemental Notice of Service of Receiver's Agreed Motion to Approve Sale of Assets of TCA Microgrid Energy, LLC](#)
- 05.21.21 [Notice of Service of Order](#)
- 05.17.21 [Order Granting Receiver's Unopposed Third Motion for Extension of Time to File Fourth Quarterly Status Report](#)
- 05.13.21 [Order Granting Receiver's Unopposed Motion for Extension to file Fourth Quarterly Fee Application](#)
- 05.12.21 [Order Awarding Fees to GJB from AMEX Incurred re Motion to Compel Production of Documents from AMEX](#)
- 05.11.21 [Notice of Compliance with attached Affidavit of Reasonable Fees and Cost Incurred to Prepare Motion to Compel](#)
- 05.04.21 [Order Granting Receiver's Motion to Compel Production of Documents from AMEX](#)
- 04.30.21 [Receiver's Motion to Compel Production of Documents from AMEX](#)
- 03.09.21 [Order Granting Motion to Compel Financial Institutions to Disclose the Investment Details of Beneficial Owners](#)
- 03.08.21 [Receiver's Motion to Compel Financial Institutions to Disclose the Investment Details of Beneficial Owners](#)
- 02.16.21 [Receiver's 3rd Interim Omnibus Application for Fees and Costs](#)
- 02.09.21 [Order Granting Unopposed Motion to Approve Texas Counsel](#)
- 02.09.21 [Receiver's Unopposed Motion for Approval of Texas](#)



02.03.21 Status Report

02.01.21 Order Granting Third Unopposed Motion for Extension of Time to File Liquidation Plan

01.29.21 Receiver's Third Unopposed Motion for Extension of Time to File Liquidation Plan

01.29.21 Order Granting Motion for Extension of Time to File Third Quarterly Status Report

01.29.21 Unopposed Motion for Extension of Time to File Third Quarterly Status Report

01.26.21 Amended Order Granting Savings Bank of Danbury's Motion for Relief from Stay

01.25.21 MOTION for Relief from Stay by Jonathan E. Perlman

01.25.21 Order Granting Motion to Retain Canadian Counsel - Burnet, Duckworth & Palmer

01.25.21 Receiver's Motion to Approve Retention of Canadian Counsel-Burnet, Duckworth & Palmer

01.20.21 ORDER granting Receiver, Jonathan E. Perlman's Omnibus Motion to Approve Sale of Receivership

01.19.21 Omnibus Motion to Approve Sale of Receivership Entities' Personal Property by Jonathan E. Perlman

12.28.20 ORDER granting Motion to Approve Retained Professionals in New Zealand and Scotland

12.28.20 Unopposed MOTION to Approve Counsel in New Zealand and Scotland by Jonathan E. Perlman

12.03.20 ORDER granting Motion to Approve Legal Counsel in Canada

12.03.20 MOTION to Appoint Counsel in Canada by Jonathan E. Perlman

11.20.20 Order Granting Receiver's Motion for Approval of Payment of Payroll Processing Fees to ADP

11.18.20 Unopposed MOTION for Approval of Payment of Payroll Processing Fees for Certain SPVs by Jonathan E. Perlman

11.16.20 Order Granting Receiver's Second Interim Omnibus Application to Pay Fees and Costs

11.13.20 Second Interim Omnibus Application

11.05.20 Receiver's Second Quarterly Status Report

11.04.20 [Order Granting Receiver's Unopposed Mot for Ext of Time to File Liquidation Plan](#)

11.03.20 [Unopposed MOTION for Extension of Time to File Liquidation Plan by Jonathan E. Perlman](#)

10.29.20 [Order Granting Motion for Approval to Retain Investment Banker Earl Corporate Advisors and Authorize Payment of Retainer](#)

10.29.20 [MOTION for Approval to Retain Investment Banker \[Earl Corporate Advisors\] and to Authorize Payment](#)

10.27.20 [Order Approving CohnReznick Capital Markets to be Retained](#)

10.26.20 [MOTION for Approval to Retain CohnReznick Capital Markets Securities, LLC as Investment Banker](#)

10.05.20 [Order Granting Receiver's Motion for Approval of New IT Vendors and Transition Costs](#)

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Cuccia Wilson, PLLC

Marta Milan  
[mmilan@cucciawilson.com](mailto:mmilan@cucciawilson.com)  
469.577.0646

March 28, 2023

Via Fedex:

Jonathan E. Perlman, Esq.  
Receiver for TCA Fund Management Group Corp.  
Venable LLP  
100 Southeast 2<sup>nd</sup> Street, Suite 4400  
Miami, FL 33131

Re: Case No. 471-03524-2016; 199<sup>th</sup> District Court in Collin County, Texas;  
Paycation Travel, Inc., XStream Travel, Inc., and David Manning v. Jeremy  
Monte, et al.; Case no. 20-CIV-21964-CMA; United States District Court for the  
Southern District of Florida; Creditors' Proof of Claim.

Mr. Perlman,

Attached please find Proof of Claim form sent on behalf of Creditors Paycation Travel,  
Inc., XStream Travel, Inc., and David Manning.

Please do not hesitate to contact our office to discuss this matter further.

Respectfully,

/s/

Marta Milan

<b>UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA</b>	
SECURITIES AND EXCHANGE COMMISSION, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> TCA FUND MANAGEMENT GROUP CORP., et al.,	<b>CASE NO. 20-CIV-21964-CMA</b>
<b><u>CREDITOR PROOF OF CLAIM FORM</u></b>	
<b>DEADLINE FOR FILING THIS PROOF OF CLAIM FORM IS _____.</b>	
This Proof of Claim Form must be received by the Receiver by _____, at:	
TCA Receivership 100 S.E. 2nd Street, 44th Floor Miami, FL 33131	
<u>Failing to submit a proper Proof of Claim form by _____, will result in a waiver of your right to make a Claim and a waiver of your right to participate in any Distribution of funds.</u>	
<b>CREDITOR INFORMATION:</b>  <b>Name:</b> Paycation Travel, Inc., Xstream Travel, Inc. and David Manning <b>Name of Person Submitting          Form (if not Claimant):</b> Marta Milan <b>Creditor's Address (where notices may be          sent):</b>  Cuccia Wilson Sanderson, PLLC 1910 Pacific Avenue, Suite 18850 Dallas, TX 75201  <b>Telephone:</b> 469-577-0646  <b>Email:</b> rcuccia@cucciawilson.com mmilan@cucciawilson.com  <input checked="" type="checkbox"/> <b>Check here if you agree to receive future          notices by e-mail instead of U.S. Mail.</b>	<b>CLAIM AMOUNT:</b>  <b>A. Total Amount Claimed</b>  <div style="text-align: right;">\$ 10,000,000.00</div>



**In support of this claim, I am sending the following documents that are all documents in my possession supporting the Claim. (Describe as necessary the documents you attach. If you need more room, you may attach additional pages).**

☒ **By checking this box, I am relying on documents I have previously sent to the Receiver. (If you check this box, you do not need to send the Receiver the same documents you sent before).**

[Describe supporting documents:]

---

**Certification of Truthfulness**

I, the undersigned, certify under penalty of perjury that (a) all information provided in this Proof of Claim and any attachments is true; and (b) that the named Claimant owns this Claim and is authorized to make this Claim.

**Signed under penalty of perjury this** 21 **day of** March, **2023.**

**Signature:** M. Milan

**Printed Name of Claimant:** Paycation Travel, Inc., Xstream Travel, Inc. and David Manning

**Name and Title of Person Signing (if other than Claimant):** Marta Milan, Attorney

[If you are the Claimant, date the form, sign on "Signature" line and print your name where indicated.]

[If you are signing the Proof of Claim on the named Claimant's behalf, date the form, sign on "Signature" line, print the Claimant's name, and print your name and title or relationship to the Claimant. State any basis for your authorization to sign on Claimant's behalf and attach any power of attorney or other relevant authorization.]

## PROOF OF CLAIM INSTRUCTIONS

### **1. Deadline and Location for Sending Proof of Claim**

The Proof of Claim must be submitted to the Receiver no later than \_\_\_\_\_ (the "Claims Bar Date") at:

TCA Receivership  
c/o Genovese Joblove & Battista, P.A.,  
100 SE 2nd St., 44th Floor  
Miami, FL 33131

If you do not submit a completed Proof of Claim by the Claims Bar Date, you will waive your right to make any Claim against the Receivership Estate and any right you may have to participate in a Distribution of funds by the Receiver.

### **2. Be Accurate and Complete When Preparing the Proof of Claim and Submitting Supporting Documentation.**

All information requested in the Proof of Claim form must be provided, and all documents that support your Claim must be submitted to the Receiver.

It is very important to give complete and accurate information in the CLAIMANT INFORMATION section on the bottom left side of Page 1 of the Proof of Claim. If you do not, the Receiver may not be able to verify the information related to your Claim which could cause your Claim to be delayed or disallowed.

You may elect to receive all future notices by e-mail instead of U.S. Mail by checking a box at the bottom of the CLAIMANT INFORMATION section on Page 1. It is highly recommended that you provide an e-mail address to the Receiver even if you choose to continue receiving notices by U.S. Mail.

The information you provide in the Proof of Claim and in documents supporting your Claim is submitted under penalty of perjury. Providing false or misleading information could result in your claim being disallowed. Providing incomplete or inaccurate documentation will delay a resolution of your claim and may result in your Claim being disallowed.

### **3. Computing Your Total Claim.**

In the CLAIM AMOUNT section on the lower right side of Page 1 of the Proof of Claim, you should:

a. Calculate your Total Claim

*The amount that will be paid on any Approved Claim will depend on the amount of money available for Distributions and the total amount of Approved Claims. Because the Receiver cannot yet determine either of those amounts, he cannot predict how much you will receive if you submit an Approved Claim. NOTE: it is not expected that you will be paid 100% of your Claim.*

### **4. Supporting Documents.**

You must attach to the Proof of Claim form copies of documents showing the basis for your claim (unless you rely on documents previously sent to the Receiver as described below). If documents are not available, attach an explanation why they are not available. The Receiver recommends that **you do not send original documents**. Documents will **not** be returned to you.

You may redact or delete any personal identification information more than (1) the last 4 digits of a social-security or taxpayer-ID number; (2) the last 4 digits of an account number; or (3) a person's birth year. Even if you do not delete that information, the Receiver will not publish any personal information more than those items.

Describe in as much detail as you can the documents you provide to support your Claim. The Receiver will consider the information and documents you submit in determining whether to allow your Claim and the allowed amount of your Claim, if any.

\*\*\*If you have already sent supporting documents to the Receiver, you may rely on those documents by checking the Box on Page 2, Section 2, of the Proof of Claim with the notation: "I am relying on documents I have previously sent to the Receiver. (If you check this box, you do not need to send to the Receiver the same documents you sent

before).” You then do not need to re-send the same documents to the Receiver.

You must sign the Proof of Claim even if you have previously sent documents to the Receiver.

**5. Signatures and Legal Authority to Submit Claim.**

The Proof of Claim must be signed and dated by the Claimant or an authorized representative in the spaces provided on Page 2 of the Proof of Claim. If the Proof of Claim is signed under a power of attorney or court appointment, the documents showing the authority must be provided. You must sign the Proof of Claim even if you have previously sent documents to the Receiver.

**6. Review of Claims and Requests for Additional Information or Documents.**

The Receiver will review and a Claim will not be approved for payment until it has been verified as accurate, justifiable and reasonable by the Receiver. The Receiver may ask you to provide additional information to complete his review of your Claim. It is important that you cooperate with the Receiver and provide any additional information he requests related to your Claim. If you do not provide additional information the Receiver requests (or explain why you cannot provide it), your Claim may be delayed or disallowed.